CITY COUNCIL AGENDA

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

WORK SESSION
December 5, 2011
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 PROPOSED AMENDMENT TO CITY CODE CHAPTER 26 - DEVELOPMENT FEES

City Council will receive information regarding necessary modifications to the City's development impact fee program to comply with recent changes to State Law. This item is presented for information, discussion and direction.

3 2012 STATE AND FEDERAL LEGISLATIVE AGENDA

City Council will receive an update regarding the proposed 2012 State and Federal legislative agenda and provide guidance to the Intergovernmental Affairs Manager regarding the City's state and federal legislative priorities and guide the City's advocacy activities in 2012. For information, discussion and direction.

4 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

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

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

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S.

CITY COUNCIL REPORT

SUBJECT:
Proposed Amendment to City Code Chapter 26 - Development Fees

MEETING DATE:
December 5, 2011

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will receive information regarding necessary modifications to the City's development impact fee program to comply with recent changes to State Law. This item is presented for information, discussion and direction.

BACKGROUND:

The City Council approved the Development Fee Study for the City of Avondale, dated August 24, 2006 and amended October 11, 2006 (the "Development Fee Study") and the City has, since that time, been collecting and using development impact fees accordingly. The Development Fee Study contained the City Council's determination of which capital improvements were "necessary public services" for the purpose of the State of Arizona's development impact fee statutes, Ariz. Rev. Stat. § 9-463.05 (the "Development Fee Statutes"). The Development Fee Study was based upon the capital improvement needs of the City over a ten-year period, as set forth in the City's Capital Improvement Plan (the "CIP"), which also serves as a portion of the City's Infrastructure Improvements Plan as required by the Development Fee Statutes. The Development Fee Study included calculation of the debt service/financing costs for constructing and equipping City Hall facility and a City Court facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting General Government Development Impact Fee (the "General Government DIF") was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the City Hall and City Court. The General Government DIFs have been lawfully collected and applied to such debt service accordingly.

The Development Fee Study also included calculation of the debt service/financing costs for the construction and equipping of a Civic Center Library facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting Libraries Development Impact Fee (the "Library DIF") was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the Civic Center Library. The Library DIFs have been lawfully collected and applied to such debt service accordingly.

The City's annual budgets include transfers to the debt service fund from the General Government DIF fund and the Library DIF fund as contemplated in the Development Fee Study. Since the beginning of FY 2010-11, the revenues in the Library DIF fund have been insufficient to cover the portion of the Civic Center Library debt service attributed to them, requiring the City's general fund to meet the full debt service obligation (a "General Fund Overpayment"). The City intends to repay the general fund for the full amount of such General Fund Overpayments as Library DIF funds are received by the City, even if such funds are not received until after the debt service obligations for

the Civic Center Library have been fully satisfied.

Senate Bill 1525, approved by the Fiftieth Arizona Legislature, First Regular Session, on April 19, 2011 and signed into law by the Governor on April 26, 2011 ("SB 1525"), included changes to the Development Fee Statutes. Contained within these changes was a definition of "necessary public services" that specifically excluded certain items from being deemed necessary public services, including parks over 30 acres in size (unless such parks provide a direct benefit to the development), lakes, community/recreation centers of more than 3,000 square feet, libraries that do not provide a direct benefit to development or which are over 10,000 square feet, library books and furnishings, multi-station fire/police training facilities, aircraft and fire and public safety administrative vehicles and equipment (the "Excluded Uses"). The changes to the Development Fee Statutes in SB 1525 provide limitations in assessing and collecting development impact fees for certain Excluded Uses, or portions thereof. However, SB 1525 also allows a development impact fee adopted before January 1, 2012 to continue to be assessed under certain circumstances, one of which is prior pledges related to financing. The City Council previously adopted Resolution No. 2973-511 (the "Pledge Resolution"), memorializing prior pledges and allocations of development fee revenue to debt service repayment for certain library and government facility uses, portions of which may have otherwise been determined to be Excluded Uses.

DISCUSSION:

Based upon the requirements and restrictions set forth in SB 1525, the City must take two actions: (i) On or before January 1, 2012, make such adjustments as necessary to existing development impact fees to account for the Excluded Uses (the "Transitional Development Fees"); and (ii) On or before August 1, 2014, adopt a new development impact fee program in compliance with the new procedural requirements of SB 1525 (a "2014 Fee Program").

In order to calculate the Transitional Development Fees, the City staff evaluated all of the development impact fees previously adopted in accordance with the Development Fee Study to determine if, and to what extent, such fees were affected by SB 1525. Essentially, the fees fell into one of five categories: (i) fees that are permitted as "necessary public services" under SB 1525 without modification ("Unchanged Fees"); (ii) fees that are of a category that is considered a necessary public service under SB 1525, but which requires modification because the new statutory definition is narrower than the fee currently charged by the City ("Modified Fees"); (iii) fees for categories not considered necessary public services under SB 1525, but for which the prior-adopted development impact fees were pledged to pay debt service on prior-constructed facilities ("Grandfathered Fees"); (iv) fees for categories not considered necessary public services under SB 1525, but for which the prior-adopted development impact fees were pledged to pay debt service on prior constructed facilities, but which fees also contained components that were not pledged to debt service ("Reduced Grandfathered Fees") and (v) fees for categories not considered necessary public services and for which no exceptions exist ("Deleted Fees"). After completing this analysis, City staff has determined that the City's existing development impact fee categories are grouped as follows:

Unchanged Fees:	(i) Water Facilities; (ii) Sewer Facilities; and (iii) Transportation Facilities
Modified Fees:	(i) Parks and Recreation Facilities; (ii) Police Facilities; and (iii) Fire and Emergency Services Facilities
Grandfathered Fees:	None
Reduced Grandfathered Fees:	(i) General Government Facilities; and (ii) Library Facilities
Deleted Fees:	Sanitation Facilities

In order to implement the 2014 Fee Program, the City will need to conduct a complete overhaul of its development impact fee program, including implementing the significant procedural requirements set forth in SB 1525. In addition to conducting new studies related to the more limited set of necessary

public services, the City will also have to include analysis to support charging all development fees categories across all land-use types. For example, the City presently does not charge a parks and recreation development impact fee to commercial projects. However, under SB 1525, the City is required to assess commercial projects some portion of that parks and recreation development impact fee.

BUDGETARY IMPACT:

The resulting revenue reduction caused by implementation of SB 1525 will be significant, and will vary between land-use types. However, typical development fees are expected to be reduced by approximately 10%

Additionally, as the analysis necessary to construct a 2014 Fee Program will be fairly complicated, it is likely the City will require the services of a professional development fee consulting group to perform the task. Therefore, the cost of a development fee study in conformance with SB 1525 will need to be programmed in the FY 2012 - 13 budget. Even though the costs of such studies may be included in the development fee calculation and recovered through collection of development impact fees, the slow pace of growth means that it will be many years before the City even comes close to recovering the cost of such study.

RECOMMENDATION:

This item is presented for information, discussion and direction. City Council will consider adoption of the ordinance at the December 12th meeting.

ATTACHMENTS:

Click to download

- Draft Ordinance

ORDINANCE NO. 1482-1211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING PREVIOUSLY ADOPTED DEVELOPMENT FEE SCHEDULES AND AMENDING THE AVONDALE CITY CODE, CHAPTER 26 RELATING TO NECESSARY CHANGES TO DEVELOPMENT FEES; AND DECLARING AN EMERGENCY.

DRAFT

WHEREAS, the Council of the City of Avondale (the "City Council") approved the Development Fee Study for the City of Avondale, dated August 24, 2006 and amended October 11, 2006 (the "Development Fee Study"); and

WHEREAS, the Development Fee Study contained the City Council's determination of which capital improvements were "necessary public services" for the purpose of the State of Arizona's development impact fee statutes, ARIZ. REV. STAT. § 9-463.05 (the "Development Impact Fee Statutes"), which, for the City of Avondale (the "City") included, among other items, a Civic Center Library, a new City Hall and a new City Court facility, all of which were to constructed at the Civic Center complex, as well as sanitation, police, fire and emergency medical services, transportation, water, sewer, general government and parks and recreation; and

WHEREAS, the Development Fee Study was based upon the capital improvement needs of the City over a ten-year period, as set forth in the City's Capital Improvement Plan (the "CIP"), which also serves as a portion of the City's Infrastructure Improvements Plan as required by the Development Impact Fee Statutes; and

WHEREAS, the Development Fee Study included calculation of the debt service/financing costs for constructing and equipping City Hall facility and a City Court facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting General Government Development Impact Fee (the "General Government DIF") was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the City Hall and City Court. The General Government DIFs have been lawfully collected and applied to such debt service accordingly; and

WHEREAS, the Development Fee Study included calculation of the debt service/financing costs for the construction and equipping of a Civic Center Library facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting Libraries Development Impact Fee (the "Library DIF") was then included in the calculations of the repayment of

principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the Civic Center Library. The Library DIFs have been lawfully collected and applied to such debt service accordingly; and

WHEREAS, the City's annual budgets include transfers to the debt service fund from the General Government DIF fund and the Library DIF fund as contemplated in the Development Fee Study; and

WHEREAS, since the beginning of FY 2010-11, the revenues in the Library DIF fund have been insufficient to cover the portion of the Civic Center Library debt service attributed to them, requiring the City's general fund to meet the full debt service obligation (a "General Fund Overpayment"). The City intends to repay the general fund for the full amount of such General Fund Overpayments as Library DIF funds are received by the City, even if such funds are not received until after the debt service obligations for the Civic Center Library have been fully satisfied; and

WHEREAS, Senate Bill 1525, approved by the Fiftieth Arizona Legislature, First Regular Session, on April 19, 2011 and signed into law by the Governor on April 26, 2011 ("SB 1525"), included changes to the Development Impact Fee Statutes. Contained within these changes was a definition of "necessary public services" that specifically excluded items from being necessary public services, including parks over 30 acres in size (unless such parks provide a direct benefit to the development), lakes, community/recreation centers of more than 3,000 square feet, libraries that do not provide a direct benefit to development or which are over 10,000 square feet, library books and furnishings, multi-station fire/police training facilities, aircraft and fire and public safety administrative vehicles and equipment (the "Excluded Uses"); and

WHEREAS, the changes to the Development Impact Fee Statutes in SB 1525 provide limitations in assessing and collecting development impact fees for certain Excluded Uses, or portions thereof; and

WHEREAS, SB 1525 also allows a development impact fee adopted before January 1, 2012, to continue to be assessed to the extent that it will be used to provide a necessary public service for which such fee can be assessed pursuant to SB 1525, and the City may assess and use development impact fees in accordance with SB 1525; and

WHEREAS, the City Council previously adopted Resolution No. 2973-511 (the "Pledge Resolution"), memorializing prior pledges and allocations of development fee revenue to debt service repayment for certain library and government facility uses, portions of which may have otherwise have been determined to be Excluded Uses; and

WHEREAS, the City Council has determined that (i) the City's Water Facilities Development Fee, Sewer Facilities Development Fee and Transportation Facilities Development Fee do not include Excluded Uses and may be collected at their current rates after January 1, 2012; (ii) the General Government Development Impact Fee and the Library Facilities Development Fee may be collected at current rates (minus adjustments for Excluded Uses) until full repayment of the City Hall and Court Bonds, the Civic Center Library Bonds and any

DRAFT

General Fund Overpayments (as those terms are defined in the Pledge Resolution); (iii) the Sanitation Facilities Development Fee may no longer be collected as of January 1, 2012; and (iv) the Parks and Recreation Facilities Development Fee, Police Facilities Development Fee and Fire and Emergency Medical Services Development Fee include some portions of Excluded Uses and shall be reduced accordingly, as more particularly set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Interim Development Impact Fee Schedule"); and

WHEREAS, the City Council desires to amend Chapter 26 of the City Code relating to implementation of development impact fees to be charged beginning January 1, 2012.

NOW, **THEREFORE**, **BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Avondale City Code, Chapter 26 (Development Fees) Section 26-27 (Sanitation Facilities Development Fee) is hereby deleted in its entirety and reserved for future use, and effective January 1, 2012, the City shall no longer assess its Sanitation Facilities Development Fee.

SECTION 3. Effective January 1, 2012, the Avondale City Code Chapter 26 (Development Fees), Sections 26-22 (Library Facilities Development Fee), 26-23 (Parks and Recreation Facilities Development Fee), 26-24 (Police Facilities Development Fee), 26-25 (Fire and Emergency Medical Services Facilities Development Fee) and 26-26 (General Government Facilities Development Fee) are hereby amended to include the modified development impact fees set forth in the Interim Development Impact Fee Schedule.

SECTION 4. The immediate operation of this Ordinance is necessary for the preservation of the public health and welfare, particularly to be able to continue to collect development impact fees in conformance with SB 1525 without interruption to City services and use such monies to pay for the capital needs of the City on the most economic basis, and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval by the City Council as required by law, and it is hereby exempt from the referendum provisions of the City Charter, City Code and the Constitution and laws of the State of Arizona.

SECTION 5. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

DRAFT

PASSED AND ADOPTED by the Council of the City of Avondale, December 12, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

DRAFT

EXHIBIT A
TO
ORDINANCE 1482-1211

[Interim Development Impact Fee Schedule]

See following pages.

DRAFT

CITY COUNCIL REPORT

SUBJECT:
2012 State and Federal Legislative Agenda

MEETING DATE:
December 5, 2011

TO: Mayor and Council

FROM: Shirley Gunther, Intergovernmental Affairs Manager (623) 333-1612

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council review and provide guidance to the Intergovernmental Affairs Manager on the proposed 2012 State and Federal legislative agenda. The agenda will define the City's state and federal legislative priorities and guide the City's advocacy activities in 2012.

BACKGROUND:

This report describes the City's proposed state legislative agenda for the Second Regular Session of the 50th Arizona State Legislature and the Federal legislative agenda for the Second Session of 112th United States Congress. The Arizona State Legislature will commence on Monday, January 8, 2012. Congress will begin January 3, 2012.

Legislation enacted at both the federal and state level can have significant effects on the ability of municipal government to serve its citizens. Therefore, it is important to identify the City of Avondale's Legislative priorities regarding potential or pending legislative actions. Prior to each legislative session, the Intergovernmental Affairs Manager seeks Council adoption of the City's federal and state legislative agenda. The approved agenda will define the City's legislative priorities and guide the City's advocacy activities. The Intergovernmental Affairs Manager will appear before the Avondale City Council on a regular basis throughout the session to provide updates and seek additional direction.

DISCUSSION:

Guiding Principles
In order to prioritize and guide staff's advocacy efforts, staff recommends that the Council endorse the following two key guiding principles as the highest priorities:

1. Maintain and Enhance Fiscal Sustainability -The City's budget includes revenues from a number of state sources, most importantly “shared revenues” from state income, sales and vehicle license taxes. Shared revenues make up approximately thirty-eight percent of the City's General Fund, helping to fund police, fire, streets, parks, and other critical City services. Staff recommends that the City oppose any reduction or negative revisions to the shared revenue components. As the state works to balance their deficit through budget cuts or tax reductions, attempts may be made to shift costs to cities in the way of new unfunded mandates.

For example, last session the Legislature mandated that cities and towns impose a fee on its residents to help subsides the Arizona Department of Water. The Legislature also withheld Highway User Revenue Funds. Both measures are examples of how the state legislature imposes new fees on local governments and takes away local funds.

Staff recommends approval to oppose any unfunded mandates or reductions in local revenues.

2. Protect Local Control - During the 2011 session, state legislators introduced many bills that clearly meant to usurp local jurisdictions local control authority. Local jurisdictions advocate for local control because each municipality has unique needs and characteristics and those needs are best met by policies set by its local governing body. Statewide preemptive efforts to remove the ability to set policy at the local level should be opposed.

For example, during the 2011 State Legislative Session, *SB1322 managed competition; city* services passed the state legislature but was vetoed by the Governor. The bill's sponsor is reintroducing the bill next session. The intent of the bill is to mandate that municipalities go out to bid for certain services currently provided internally by the city or town.

Staff recommends supporting efforts to ensure continuing local decision making authority and to prohibit preemption.

AVONDALE'S LEGISLATIVE PRIORITIES

State

The Governor's Office and the House and Senate Leadership have *jobs* and the *budget* pegged as their priority issues for next session. Since cities are where jobs are created, cities and towns have an incentive to seek legislation that produces long-term and quality jobs in an effort to bost and sustain economic development. Additionally, as the state struggles to meet its fiscal obligation and the pending 2013 expiration of the one cent sales tax, the state may look to local jurisdictions to help resolve their budget issues. Therefore, all economic development solutions much be carefully considered so that revenue balance is achieved.

Two economic development issues that will be introduced this year include:

JOBS Act - The Greate Phoenix Economic Council is working with some members in the business community to revive the JOBs bill that was vetoed by the Governor last year. One key element of the proposal provides reclassification of the property tax. The intent is to lower property taxes for a designated period of time to create an incentive for businesses to locate in Arizona.

Multi Media Tax Credit - - In 2005, the legislature authorized the film and motion picture production tax incentives as a means to promote production of commercial motion pictures in the state. The law was repealed December 31, 2010. Prior to its expiration and currently, Avondale staff has been working with the bill Sponsor and film stakeholders to improve the tax incentive in an effort to create new economic opportunities for the state and local economies. The intent of the credit is to provide an incentive to build multi media facilities and to develop a film and multi media industry in Arizona. The Sponsor of the bill intends to introduce a similar version of the bill that was introduced in the past two sessions.

Federal

Transit Reauthorization - The proposed Avondale City Center Park and Ride Transit Facility includes a three-story parking structure and will provide 650 parking spaces with operational space on the main level. The Avondale City Center Park and Ride Transit Facility will provide connectivity to the expanded light rail approximately one mile east of Avondale Boulevard. The facility will serve as a Regional Facility intended to serve west valley bus and rail commuters because of its location at the intersection of Interstate - 10 and Avondale Boulevard, a center point of the Phoenix metropolitan area. The facility requires approximately $14 million in local or other capital funds. Staff requests that the City seek federal funds through the federal Reauthorizion process.

Protection of Luke Air Force Base Mission - Established in 1941, Luke Air Force Base and the Barry Goldwater Range has evolved in the decades since to a major economic force in the West Valley region. Avondale is partnering with West Valley cities and County to protect and enhance Luke Air Force Base (AFB) and maintain significant installations. Staff recommends continuing its support of the West Valley Coalition and the mission of Luke AFB.

RECOMMENDATION:

Staff requests that the Mayor and Council review staff recommendations and provide input and guidance on the 2012 Legislative agenda.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL AGENDA

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

REGULAR MEETING
December 5, 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. SPECIAL EVENT LIQUOR LICENSE – RACEWAY ELKS – CASINO NIGHT
City Council will consider a request from William B. Veith on behalf of the Raceway Elks #2852 for a special event liquor license for a Casino Night fundraiser to be held on January 28, 2012 from 5:00 p.m. to 11:00 a.m. at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

b. COOPERATIVE PURCHASING AGREEMENT - WEBER GROUP LLC
City Council will consider a request to approve a Cooperative Purchasing Agrement with Weber Group, LLC for deep well and well pump repair and maintenance services in an amount not to exceed an annual total of $100,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT - UTILITY SERVICE CO., INC.
City Council will consider a request to approve a Cooperative Purchasing Agreement with Utility Services Company, Inc. for reservoir preventative and corrective maintenance services in an amount not to exceed an annual total of $100,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. SUBRECIPIENT AGREEMENT - NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.
City Council will consider a request to approve a Subrecipient Agreement with Neighborhood Housing Services of Phoenix, Inc. in the amount of $300,000 to provide homebuyer education and counseling services for the Neighborhood Stabilization Program 3 Homebuyer Assistance program in Avondale and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **FIRST AMENDMENT TO PURCHASE AGREEMENT - CRAFCO, INC.**
City Council will consider a request to approve the First Amendment to the Purchase Agreement with Crafco, Inc. to purchase asphalt crack sealing compound in an annual amount not to exceed $50,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **RESOLUTION 3016-1211 - ACCEPTANCE OF A GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR SHELTERING/VOLUNTEER RECEPTION CENTER**
City Council will consider a resolution authorizing the acceptance of an Urban Area Security Initiative Grant in the amount of $3,200 from the Arizona Department of Homeland Security to support Sheltering/Volunteer Reception Center equipment and supplies and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 3017-1211 - ACCEPTANCE OF A GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR A TERRORISM LIAISON OFFICER**
City Council will consider a resolution authorizing the acceptance of a grant in the amount of $8,000 from the Arizona Department of Homeland Security relating to Terrorism Liaison Officers Sustainment and Enhancement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **RESOLUTION 3018-1211 - ACCEPTANCE OF GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY RELATING TO COMMUNITY EMERGENCY RESPONSE TEAM TRAINING**
City Council will consider a resolution authorizing the acceptance of an Urban Area Security Initiative Grant in the amount of $17,200 from the Arizona Department of Homeland Security relating to Community Emergency Response Team training and response capability and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **RESOLUTION 3022-1211 - ACCEPTANCE OF GRANT FROM THE TOHONO O'ODHAM NATION FOR PHOENIX CHILDREN'S HOSPITAL**
City Council will consider a resolution authorizing the acceptance of a grant from the Tohono O'odham Nation on behalf of the Phoenix Children's Hospital in the amount of $50,000 to support the construction of the West Valley Specialty and Urgent Care Center in Avondale and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **RESOLUTION 3019-1211 AND ORDINANCE 1479-1211 - CITY CODE CHAPTER 20 - ALARM CODE REVISIONS**
City Council will consider Resolution 3019-1211 declaring as a public record the "City of Avondale Alarm System Ordinance, Amended and Restated December 5, 2011" and Ordinance 1479-1211 adopting the same. City Council will take appropriate action.

k. **RESOLUTION 3021-1211 AND ORDINANCE 1481-1211 - AMENDMENT TO CHAPTER 16 OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL - INFORMATION AND COMMUNICATIONS TECHNOLOGY POLICY**
City Council will consider a resolution declaring as a public record the "December 5, 2011 Amendment to the City of Avondale Personnel Policies and Procedures Manual" amending Chapter 16, Information and Communications Technology Policy, and an ordinance adopting the same. The Council will take appropriate action.

l. **ORDINANCE 1476-1211 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE AT INDIAN SPRINGS ROAD AND AVONDALE BOULEVARD**
City Council will consider an ordinance authorizing the acquisition of real property at Indian Springs Road and Avondale Boulevard for public use and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **PUBLIC HEARING AND RESOLUTION 3015-1211 – COLDWATER DEPOT MINOR GENERAL PLAN AMENDMENT (PL-11-0151)**

City Council will hold a public hearing and consider a request by Ms. Catherine Thuringer, Trammell Crow Company, to adopt a Resolution amending the General Plan Land Use Map for approximately 41 gross acres of real property from Mixed Use to Employment located at the northwest corner of Van Buren Street and 127th Avenue. The Council will take appropriate action.

5 **PUBLIC HEARING AND ORDINANCE 1478-1211 – COLDWATER DEPOT PAD REZONING (PL-11-0152)**

City Council will hold a public hearing and consider a request by Ms. Cathy Thuringer, Trammell Crow Company, to adopt an Ordinance amending the zoning atlas for 58.5 gross acres of real property located at the northwest corner of Van Buren Street and 127th Avenue, replacing two existing Planned Area Developments with a new Planned Area Development Zoning District. The Council will take appropriate action.

6 **PUBLIC HEARING – RESOLUTION 3020-1211 AND ORDINANCE 1480-1211 – COMPREHENSIVE ZONING ORDINANCE TEXT AMENDMENT (PL-11-0096)**

City Council will hold a public hearing and consider adopting a resolution declaring as a public record a document entitled "City of Avondale Zoning Ordinance, Amended and Restated December 5, 2011", and an ordinance adopting the aforementioned document as the City of Avondale Zoning Ordinance. The Council will take appropriate action.

7 **EXECUTIVE SESSION**

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i) negotiations for a potential Economic Development Agreement and (ii) the *DH Ventures v. City of Avondale* litigation.

8 **ADJOURNMENT**

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

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

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

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes

durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License – Raceway Elks – Casino Night

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request for a special event liquor license from William B. Veith on behalf of the Raceway Elks #2852, for a fundraiser event to be held on January 28, 2012 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from William Veith on behalf of the Raceway Elks #2852, to be used in conjunction with a charitable fundraiser.

This event will be held on Saturday, January 28, 2012 from 5:00 p.m. to 11:00 a.m., at the Masonic Temple.

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

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

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. William Veith, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant - The Police Department has reviewed the security plan and has determined it to be sufficient
5. Wine, beer and all spirituous liquors will be served
6. Beverages will be dispensed in plastic containers
7. The most recent event held in October of 2011 revealed no neighborhood disturbances
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last six hours.
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 80
13. Music will be provided by a disc jockey who will use his own sound amplification system

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

RECOMMENDATION:

Staff is recommending approval of the request for a special event liquor license from the Raceway Elks #2852 for a fundraiser event to be held on January 28, 2012 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona..

ATTACHMENTS:

Click to download

- State Application
- Department Review

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

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

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

DEPT USE ONLY
LIC#

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

1. Name of Organization: RACEWAY ELKS #2852
2. Non-Profit/I.R.S. Tax Exempt Number: 80-0132924 1
3. The organization is a: (check one box only)

   ☐ Charitable ☒ Fraternal (must have regular membership and in existence for over 5 years)

   ☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee

   ☐ Religious

4. What is the purpose of this event? CHARITABLE FUND RAISER
5. Location of the event: 1015 N. 8th PL AVONDALE, AZ 85323
   Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: VEITH WILLIAM B
   Last First Middle Date of Birth
7. Applicant's Mailing Address: _____
   Street City State Zip
8. Phone Numbers: ( ) _____ (623) 547 2852 _____
   Site Owner # Applicant's Business # Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	1-28-12	SATURDAY	5:00 pm	11:00 pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

Lic 0106 05/2004

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

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

11. This organization has been issued a special event license for 1 days this year, including this event (not to exceed 10 days per year).

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

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	Address	Percentage
RACEWAY ELKS #2852	1015 N. 8th PL AVONDALE, AZ 85323	100%

(Attach additional sheet if necessary)

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

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

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

____# Police ☒ Fencing
____# Security personnel ☐ Barriers

THE BUILDING IS ENCLOSED WITH A CHAIN LINK FENCE WITH AN ENTRANCE + EXIT THROUGH A GATE. IT IS SUPERVISED BY OFFICERS OF THE ELKS.

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

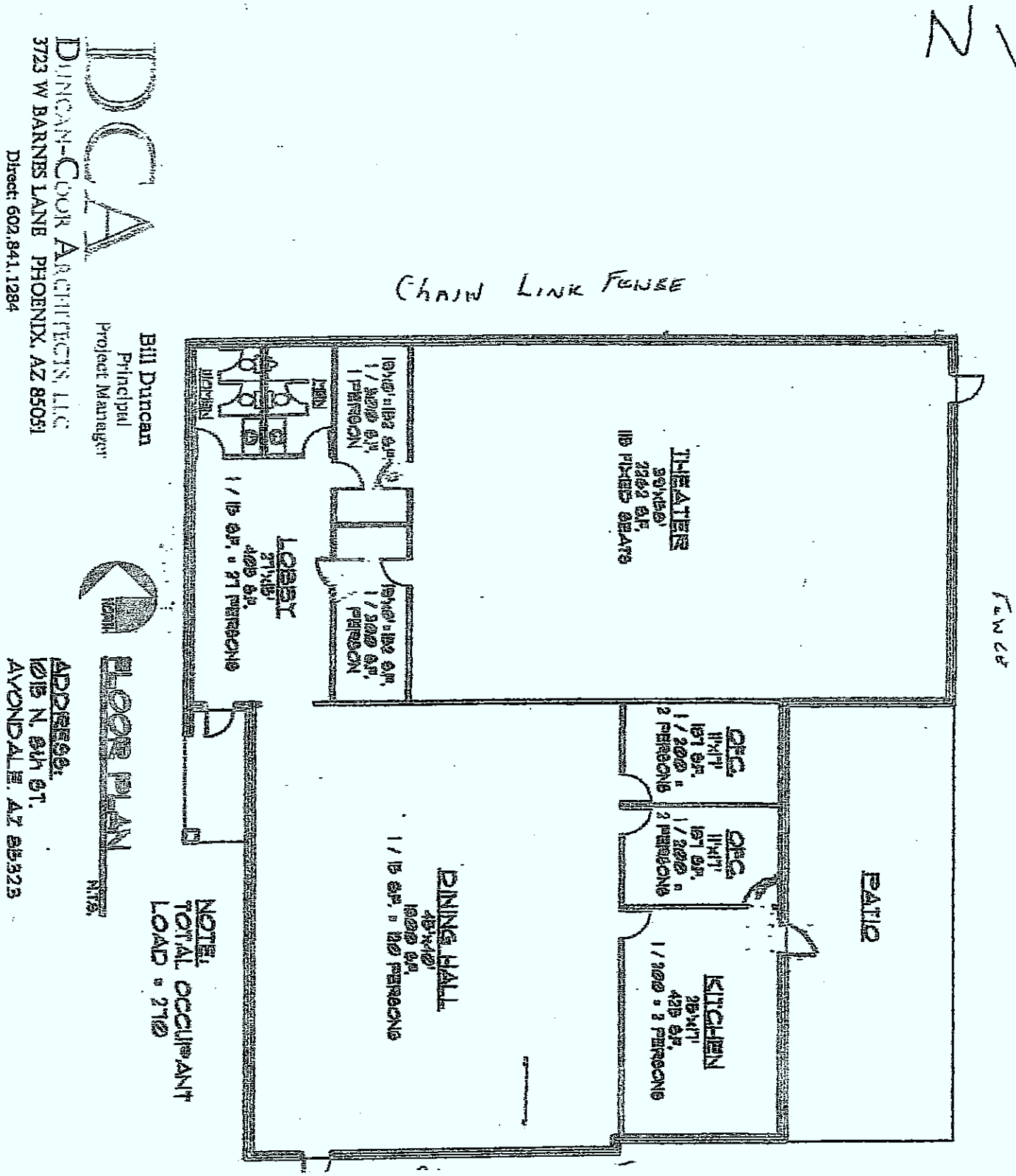
_____ (_____) _____
Name of Business Phone Number

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

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

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

N



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

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

x [signature] (Signature) Chairperson (Title/Position) 9.8.11 (Date) (623) 925-1785 (Phone #)

OFFICIAL SEAL
ANTONIO ORELLANA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 30, 2011

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 08 – 09 – 2011
Day Month Year

My Commission expires on: 10/30/2011 (Date)

[signature] (Signature of NOTARY PUBLIC)

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

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

[signature] (Signature)

OFFICIAL SEAL
ANTONIO ORELLANA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 30, 2011

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 08 – 09 – 2011
Day Month Year

My commission expires on: 10/30/2011 (Date)

[signature] (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) (Date)

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 N. 8TH PLACE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: CASINO NIGHT FUND RAISER
DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

Chief of Police
TITLE

11/14/11
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC. 5, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 21, 2011

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 N. 8TH PLACE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: CASINO NIGHT FUND RAISER
DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Jane L. Lomas
SIGNATURE

11/15/11
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC. 5, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 21, 2011

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:

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

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 N. 8TH PLACE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: CASINO NIGHT FUND RAISER
DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

11/14/11
DATE

Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC. 5, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 21, 2011

DEVELOPMENT SERVICES

MEMORANDUM

DATE: November 14, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist 623-333-4022

SUBJECT: Raceway Elks – Casino Night Fundraiser
Series 15 Liquor License – Special Event Liquor License
1015 N 8th St

The site is located on the northeast corner of 8th Street and Jackson Street. The building is existing.

A Series 15 Liquor License is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Commercial. The site is currently zoned Community Commercial (C-2). A social/private club is permitted with conditions within the C-2 zoning district.

Staff recommends approval of this request.

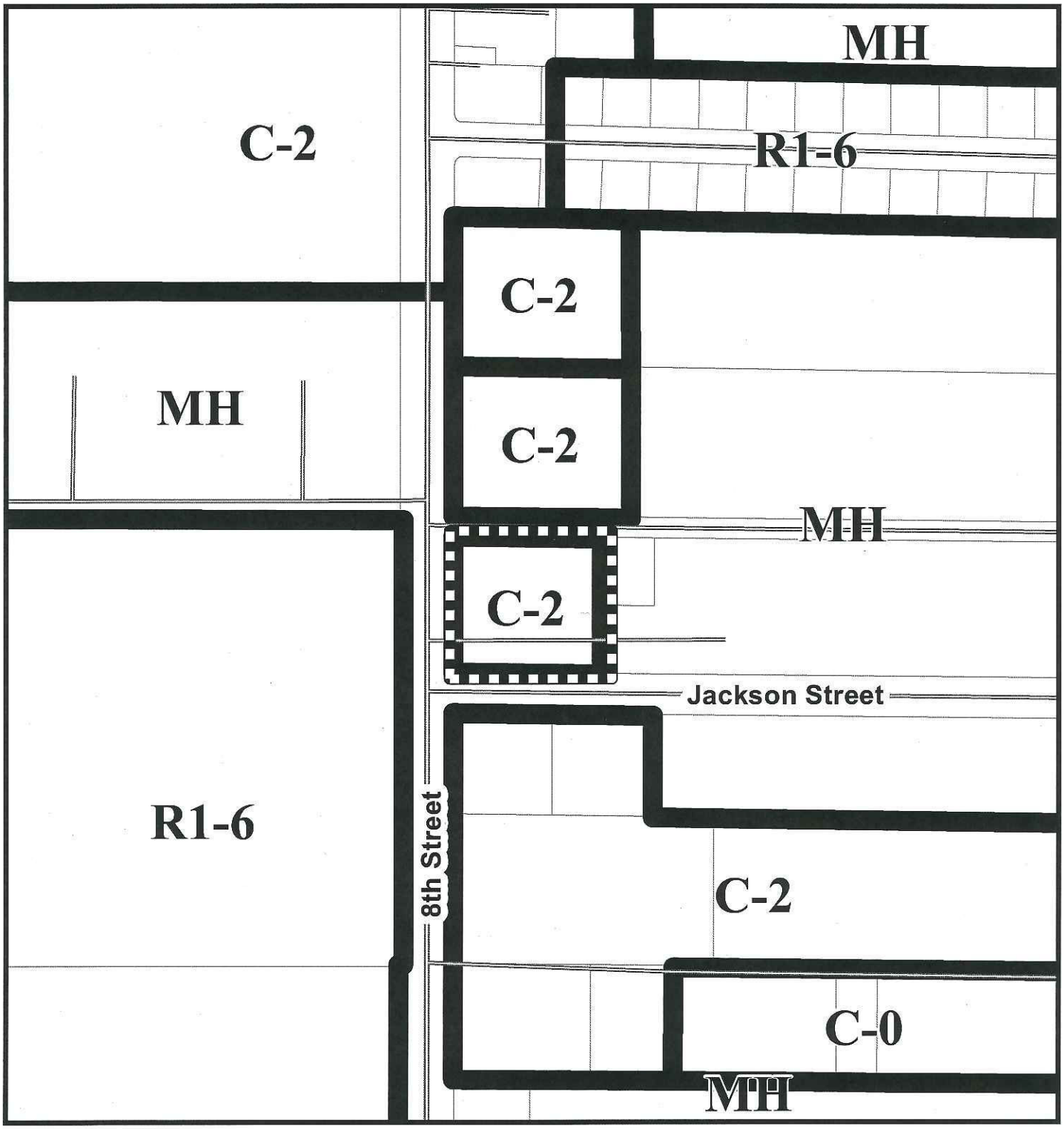
Attachment: 2011 Aerial Photography
Zoning Vicinity Map

2011 AERIAL MAP

Avondale

Subject Property

N



Zoning Vicinity Map

Avondale

Subject Property

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 N. 8TH PLACE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: CASINO NIGHT FUND RAISER
DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Teresa [illegible] — **SIGNATURE**

11/14/11 — **DATE**

Privilege Tax Auditor — **TITLE**

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC. 5, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 21, 2011

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Weber Group LLC

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize deep well and well pump repair and maintenance services from Weber Group, LLC through a Cooperative Purchasing Agreement in an amount not to exceed an annual total of $100,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The city has deep wells and well pumps at the water production facilities which require both preventative and corrective maintenance activities. At these production sites there are deep well shafts, vertical, submersible, and centrifugal pumps that need scheduled inspections, vibration analysis, and efficiency testing services. There is also the need to have unexpected repairs, electrical work, and maintenance performed on these wells, motors, and pumps as failures occur during normal operations. By having a contract in place with an outside contractor, safety, troubleshooting, and repair needs can be met at the water production sites over a range of potential water issues where returning a well or pump back into service as quickly as possible is necessary to provide reliable service to the city residents. Weber Group, LLC offers the preventative and corrective maintenance services that are needed, and their services will also be used to optimize the operations and maintenance of water production facilities.

DISCUSSION:

The City of Avondale has secured contract pricing with Weber Group, LLC, to provide deep well and well site pump maintenance and repair services. After a competitive bid process, the city of Mesa entered into Contract No. 2011130, and the City is permitted under Section 25-24 of the City Code to procure services under the Mesa contract without further public bidding. The Mesa contract permits its cooperative use by other governmental agencies including the City of Avondale. This Cooperative Purchase Agreement will allow Public Works staff to acquire electrical and mechanical parts and services as needed for the repair of the water production deep wells and well pumps for the remaining contract period.

BUDGETARY IMPACT:

The funding for the work performed under this Cooperative Purchasing Agreement is available in the Water Production Budget: 501-9122-00-6740.

RECOMMENDATION:

Staff is recommending that the City Council authorize deep well and well pump repair and maintenance services from Weber Group, LLC through a Cooperative Purchasing Agreement in an amount not to exceed an annual total of $100,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Weber Group approval letter
- Agreement

Weber Group L.C.

WATER RESOURCES

Corporate Headquarters

16825 S. Weber Dr.

Chandler, Arizona

85226-4112

P. 480.961.1141

F. 480.961.0290

Goodyear

18403 W. McDowell Rd.

Goodyear, Arizona

85338 - 5613

P. 623.853.9901

F. 623.853.9902

Tucson

2838 W. Ruthrauff Rd.

Tucson, Arizona

85705 - 1860

P. 520.887.2170

F. 520.408.0832

November 1, 2011

Todd Carpenter
Water Resource Superintendent
City of Avondale

Mr. Todd Carpenter,

This letter is to inform you that Weber Group, L.C. will honor our Contract #2011130 pricing and cooperative purchasing agreement for the City of Mesa. This will allow the City of Avondale to utilize the Mesa contract for work with Weber Group, L.C.

Weber Group, L.C. looks forward to a long working relationship with the City of Avondale.

Thank you,

Fred Tregaskes

Fred Tregaskes

President

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEBER GROUP, L.C.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of December 5, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Weber Group, L.C., an Arizona limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona ("Mesa"), entered into Contract No. 2011130 dated June 7, 2011, (the "Mesa Contract") for the Contractor to provide deep well and well pump maintenance and repair services. A copy of the Mesa Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Mesa Contract, at its discretion and with the agreement of the awarded Contractor, and the Mesa Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Mesa Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with well maintenance and repair services, including pulling and repairing deep well pumps, creating video recordings of wells, brushing and bailing well casings and other related services, as more particularly set forth in Section 2 below (the "Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Mesa Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Mesa Contract has been extended pursuant to its renewal options, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv)

the City approves the additional one-year term in writing (including any price adjustments approved as part of the Mesa Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Mesa Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Mesa Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Mesa Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $100,000.00 for the Services at the unit rates as set forth in the Mesa Contract. The maximum aggregate amount for the Term of this Agreement shall not exceed $300,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mesa Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of 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 (i) evaluation and verification of any invoices, payments or claims based on

Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

8. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, 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 a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The

obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the Mesa Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Mesa Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mesa Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Indemnification; Insurance. To the extent provided under the Mesa Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to Mesa, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or Services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

"**Contractor**"

WEBER GROUP, L.C., an Arizona
limited liability company

By:_____

Name: Martin Weber

Title: CEO

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on November 23rd, 2011, by Marty Leseber, as CEO of WEBER GROUP, L.C., an Arizona limited liability company, on behalf of the company.

KIM KOTZBACH
Notary Public—Arizona
Maricopa County
Expires 08/02/2013

(affix notary seal here)

Kim Kotzbach
Notary Public in and for the State of Arizona

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEBER GROUP, L.C.

[Mesa Contract]

See following pages.

mesa·az

PURCHASE ORDER

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments

Order Number	
106323	
Order Type	LPO/Blanket Order Number
BLANKET (BPO)	
Contract Number	Change Order Number
2011130	

BILL TO

CITY OF MESA
ATTN: 531 WATER ENTERPRISE SERVICES
PO BOX 1466
MESA, AZ 85211-1466

TO

WEBER GROUP LC
16825 S WEBER DR
CHANDLER, AZ 85226

564710

SHIP TO

SHIP TO CITY'S JOBSITE
A CITY REP WILL CONTACT
YOU WITH INSTRUCTIONS
ATTN: STEVE RUPPENTHAL

DATE: 6/7/2011 | DUE/EXPIRATION DATE: 6/30/2012

LINE	QTY	U/M	DESCRIPTION	UNIT PRICE	EXTENSION
0001	1	LT	Deep Well and Well Pump Maintenance / Repairs.	$187,000.00	$187,000.00

First year of three (3) year term contract per specifications of Bid #2011130 and your bid dated 5/3/2011.

First year contract period to be: 7/1/2011 through 6/30/2012 with one (1) two-year renewal option.

First year total not to exceed: $187,000.00, including applicable taxes.

TERMS: NET 30 DAYS
SHIP VIA: Best Way
FOB: Destination

All City of Mesa purchase orders are subject to the Standard Terms and Conditions posted on the City's website: www.mesaaz.gov/purchasing

Contact: Tom Carney
Phone: (480) 644-5397
Email: Tom.Carney@mesaaz.gov

Purchasing: (480) 644-2301
Accounts Payable: (480) 644-2355

ADDITIONAL COST	$0.00
TAX	$0.00
TOTAL	$187,000.00

By: James Ruiz

Vendor Copy

mesa·az

To: Trisha Sorensen, Assistant to the City Manager

Through: John Albin, CPPO, CPPB, Materials & Supply Admin-SA

From: Pamela Chavez, Management Assistant II

Date: May 25, 2011

Subject: Term Contract for Deep Well and Well Pump Maintenance/Repairs for the Water Resources Department (Contract #2011130)
"Citywide" Contract

Purpose and Recommendation

Please approve award of a Term Contract for Deep Well and Well Pump Maintenance/Repairs as recommended. Proposals were obtained and evaluated by the Water Resources Department and the Purchasing Division.

The Purchasing Division recommends awarding the contract to the proposal, Weber Group, LLC at $187,000 annually, which met all the specifications as set forth in the RFP.

Background

This contract will provide a qualified contractor to perform maintenance and repairs on deep wells and well pumps at City owned wells and well facilities located within the City's water service area. Work includes pulling/repairing deep well pumps, videoing wells, brushing and bailing well casings and other related services.

The contract requires contractors to have the ability to start emergency jobs within three (3) calendar days after receiving notice from the City. Additionally the contractor is required to work until the repair is complete; including weekends and/or holidays unless they are excluded by the City at the time service is requested. The time frame for disassembly and inspection shall be no more than five working days from the time the contractor picks up the pump. The time frame for the repair must be stated on the contractor's estimate. The contract also requires the contractor to be located within 50 miles of the City.

Proposal Results: The City issued a Request for Proposal (RFP) in May 2011. Nine contractors were invited to submit a proposal, in addition to the standard advertising in the Arizona Republic, Record Reporter and Bid Net. 20 vendors downloaded the proposal from the Purchasing website. Two proposals were received, of which, one was deemed "Non-Responsive" for submitting an incomplete proposal. The single proposal was evaluated by two staff from the Water Resources Department. The proposer, Weber Group LLC, met all the detailed and technical specifications as set forth in the RFP and is being recommended for the contract. Weber Group LLC scored 960 out of a possible 1,000 points.

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Deep Well and Well Pump Maintenance and Repair** to the City of Mesa at the price(s) stated below.

Repair Parts
Percent markup for repair parts, purchased by the Contractor, shall be 20 %

- Parts to be fabricated by contractor shall be quoted before use in repairs for City of Mesa.
- No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor.
- Contractor shall provide evidence of purchased price for all repair parts to be marked up. Contractor shall provide a firm quote for all purchased repair parts and receive a written confirmation from the City before ordering.

Price for pump rig (removing / re-installing well) and three man crew.
Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization:

$ 150 /hour straight time while onsite
$ 225 /hour weekend, holiday and/or overtime rate while onsite

* **Price for well rig (conduct well maintenance activities such as brushing and bailing well) and two man crew.**
Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization:

$ 225 /hour straight time while onsite
$ 335 /hour weekend, holiday and/or overtime rate while onsite

Flat Rate Price: Must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.

Service	Flat Rate Price	Per
Vibration Analysis	$ 450	Job
Rig, Boom truck and Crew to/from site or to/from shop	$ 150	Hour
Crew Only to/from site; rig in-place	$ 100	Hour
Parts and Materials to/from site on flatbed truck	$ 90	Hour
Well video, to/from site, wells up to 1,200 feet deep. Includes written report of well video and one DVD of well video	$ 800	Job
Pump Efficiency Test	$ 350	Job
Machine Shop Labor Rate	$ 70	Hour
Pumpman Rate	$ 75	Hour
Crane Truck and Operator Rate	$ 85	Hour
Field Labor Hourly Rate – Straight Time	$ 55	Hour
Field Labor Hourly Rate – Weekend, Holiday and After Hours	$ 75	Hour
Shop Labor Rate – Straight Time	$ 60	Hour
Shop Labor Rate – Weekend, Holiday and After Hours	$ 90	Hour
Machine Shop/ Welding Labor Rate – Straight Time	$ 70	Hour
Machine Shop/ Welding Labor Rate – Weekend, Holiday and After Hours	$ 90	Hour

Vendor Name Weber Group, LC Date: 05/03/2011

COPY

mesa·az
Purchasing Division
www.mesaaz.gov

REQUEST FOR PROPOSALS # 2011130
Deep Well and Well Pump Maintenance / Repair

April 6, 2011

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Mesa (City) until **3:00 PM, Local Time, May 3, 2011** to provide **Deep Well and Well Pump Maintenance and Repair.**

Brief Description: This Request for Proposals will be for a three-year term contract for well maintenance and repair services to include pulling/repairing deep well pumps, videoing wells, brushing and bailing well casings and other related services.

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing.

Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

General or Process Questions:
Pat Fels
Buyer Aide
Purchasing
(480) 644-2655 Fax
Pat.Fels@MesaAz.gov

Technical Questions:
Kelly McKelvey
Buyer
Purchasing
(480) 644-2655 Fax
Kelly.McKelvey@MesaAz.gov

20 East Main Street Suite 400
PO Box 1466
Mesa Arizona 85211-1466
480.644.2301 Tel
480.644.2655 Fax

i.1 **VENDOR QUESTIONS DUE BY:** April 22, 2011

All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

i.3 **VENDOR CONFERENCE / SITE VISIT:** ☒ Yes ☐ No

Mandatory Attendance: ☐ Yes ☒ No

Date and Time: **Tuesday, April 19, 2011 beginning at 8:00 A.M.**

Conference Location: **City of Mesa Utilities Building (meet in lobby)**
640 N. Mesa Drive
Mesa, AZ 85201

Immediately following the Pre-Proposal Conference, vendors are invited to attend a site visit at three (3) local well sites to get a feel for basic set-up and working conditions.

Site Visit Locations: **City Well #9 – 416 E 8th Street, Mesa**
City Well #8 – 637 N Pasadena, Mesa
City Well #12 – 32 E. 6th Street, Mesa

If so designated above, attendance is mandatory as a condition of submitting a proposal. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: **May 3, 2011**
Time: **3:00 P.M. (Local Time)**

The City will open all proposals properly and timely submitted, and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, proposals are available for inspection by contacting Purchasing.

i.5 **PROPOSAL FIRM TIME:** 120 Days from Opening

Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

i.6 **PROPOSAL SECURITY:** ☐ Yes ☒ No

If so designated above, a proposal security in the amount specified must be submitted with the proposal. The security may be submitted in any one of the following forms: an executed surety

bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); an irrevocable letter of credit; certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such proposal security shall be forfeited to the City of Mesa should the proposer selected fail to execute a contract when requested.

i.7 **SUBMIT PROPOSALS TO:** Use label at the end of this solicitation package

FOR US POSTAL SERVICE ONLY:

City of Mesa
Attn: Purchasing
PO Box 1466
Mesa, AZ 85211-1466

FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES (NOT USPS)

City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201

Proposals will be received publicly at this address. Proposers may mail or hand-deliver proposals. E-mail or fax submissions will not be accepted. Due to US Postal Service regulations, mail addressed to the street address will be returned to the sender by the USPS.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

i.8 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The proposer agrees to accept the time stamp in the City Purchasing Office as the official time.

i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

i.11 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.

i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.

i.13 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error. The City may require that proposals be submitted on disk, CD or DVD. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.

i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product is meets the minimum standards or is equal to the brand name product, is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.

i.15 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

i.17 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

i.19 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.

i.20 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.

i.21 **PROTESTS AND APPEALS.** If a proposer objects to any provision of the solicitation, and/or believes the City improperly rejected its proposal, or believes the selected proposal is not in the City's best interests, the proposer may submit a written protest.

Protests must be received within seven (7) calendar days after the proposer knows or should have known of the facts giving rise to the protest.

Proposer must submit the protest to the Protest Officer. Only written protests submitted properly and within the time allowed and that are based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

If the proposer believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The appeal must be based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer or the City Council for review. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in as timely a manner as possible. The Protest Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

PROTEST OFFICER:

Jim Ruiz
Purchasing Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

APPEALS:

Christopher J. Brady
City Manager
20 East Main Street, Suite 750
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2175

i.22 **EVALUATION PROCESS.** Proposals will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.

i.23 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and price. All proposals must meet the following responsiveness and responsibility criteria.

a) Responsiveness. The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws-including tax laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Technical Proposal. The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

d) Price. We will then evaluate the proposals that have met the requirements above.

e) If less than (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

The elements that will be evaluated and their relative weights are:

	Element	Points
TAB 1	Business strengths including years in business, local history and experience along with least (3) references for work that is similar in scope, financial stability, holdings or assets, insurances and pertinent references	200
TAB 1	Employee credentials, certifications, experience, qualifications of key personnel who will be performing services under the contract including administrative support, management staff including contact information for the main point of contact for requesting estimates, scheduling repair jobs, coordinating pickups/ deliveries, emergency repair work, etc.	250
TAB 2	Field service response capability including qualifications of local technicians, response times, scheduling, quantity of services offered, detailed description of the in-house shop repair/diagnostic equipment and billing/invoicing systems, detailed description of equipment and services accessed through subcontractors,	300
TAB 3	Proposal Pricing - Parts percentage markup, flat rate pricings and labor rates.	200
All	Response to the proposal in clearly stating and understanding the scope of the work and completing and submitting all material aspects of the RFP.	50

i.24 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short-listed proposers would be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

i.25 **PRESENTATIONS/INTERVIEWS.** The proposer must provide a formal presentation/interview on-site at a City location upon request.

i.26 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals. Therefore, proposer must submit their best offer based on the terms and conditions set forth in this solicitation.

i.27 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

i.28 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

i.29 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Thursdays. If Thursday is a holiday observed by the City, Notice will be posted on Wednesday.

It is the proposer's responsibility to check the City of Mesa's Purchasing website at www.mesaaz.gov/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.

S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.

S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.

S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.

S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.9 **COMPLIANCE WITH APPLICABLE LAWS.**

a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

(i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

f. **No Scrutinized Business Operations in Sudan or Iran.** Contractor shall be in compliance with A.R.S. §§ 35-391 and 35-393 which prohibit Contractor from having scrutinized business operations in Sudan or Iran.

S.10 **SALES/USE TAX, OTHER TAXES.**

a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is <u>not</u> exempt from State and local sales/use taxes.

S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.

S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.

S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.

S.16 **DEFAULT.**

a. A party shall be in default if that party:

(i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

(ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;

(iii) Conducts business in an unethical or illegal manner; or

(iv) Fails to carry out any term, promise, or condition of the Agreement.

b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party shall be liable for incidental, special, or consequential damages.

S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.

S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.

S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.

S.23 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.

S.24 **INDEMNIFICATION/LIABILITY.**

a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship,

shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.

S.28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.

S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

S.30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

S.31 **FOB POINT & RISK OF LOSS.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed.

S.32 **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

S.33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.

S.34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.

S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item

other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

S.36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. The contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.

S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.

S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.

2. **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

   To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

   a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.

   b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.

   c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

3. **PROJECT GOAL.** Each offeror shall propose firm pricing for the materials and services shown on the enclosed Pricing and Compensation. These prices will remain in effect during the initial term of the contract. In addition to price, the City will consider the vendor's proposed maximum response time and will evaluate the information contained on the "Vendor Questionnaire". Vendors must list all subcontractors that will be used in performing work as a result of this contract. Vendors shall list any additional services offered that are not covered in this RFP. Preference will be given to companies who are located within 30 miles of the intersection of University and Mesa Drive in Mesa, Arizona.

4. **PRE-PROPOSAL MEETING AND INTERVIEWS.** Vendors are strongly encouraged to attend the pre-proposal meeting although it is not mandatory in order to submit an Offer. The City reserves the right to conduct interviews with Offerors at any point during the evaluation process. Information provided during interview process shall be taken into consideration when evaluating the stated criteria.

5. **SCOPE OF WORK.** The City of Mesa Water Resources Department is seeking a multi-year contract with a qualified Primary and Secondary contractor to perform maintenance and repairs on deep wells and well pumps at City owned wells and well facilities located within the City of Mesa Water Service Area. Estimated annual expenditures = **$180,000.** The services will include pulling and repairing deep well pumps, videoing wells, brushing and bailing well casings and other related services.

   One contract will be established, consisting of a primary and a secondary contractor. The primary contractor will be contacted first whenever maintenance or repairs are required. If the primary contractor can respond within a satisfactory time frame, as determined by the City, that contractor will perform the work. The secondary vendor will be used in the event of a scheduling conflict, or when there is multiple pump failure or other major problems.

   Contractors are to price their offers listing the percentage markup for repair parts, purchased by the contractor.

   a. No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor.
   b. Contractor shall provide evidence of purchased price for all repair parts to be marked up.
   c. Contractor shall provide a firm quote for all purchased repair parts and receive a written confirmation from the City before ordering.
   d. Parts to be fabricated by contractor shall be quoted in writing before use in repairs for City of Mesa.

Contractors are to price their offers listing the requested Labor Rates and Flat Rate Pricing.

a. Overtime shall be considered as weekdays before 7am and/or after 5pm and weekends, if agreed upon by the City and Contractor.
b. Holidays shall be considered as those holidays normally observed by the contractor, if agreed upon by the City and Contractor.
c. Price for pump rig (removing / re-installing well) and three man crew: must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.
d. Price for well rig (conduct well maintenance activities such as brushing and bailing well) and two man crew: price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.
e. Flat Rate Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.

Contractors should have the ability start emergency jobs within three (3) calendar days after receiving notice from the City. (A three-day maximum is requested; response time will be an important consideration in awarding the contract).

The contractor shall agree to work until the repair is complete; including weekends and/or holidays unless they are excluded by the City at the time service is requested.

The time frame for disassembly and inspection shall be no more than five (5) working days from the time the contractor picks up the pump. The time frame for repair shall be stated on the estimate.

The contractor shall be located within 50 miles of the City.

Refer to appendix A for a list of active wells sites.

6. **MINIMUM QUALIFICATIONS.** Contractor shall demonstrate that they have at least 10 years of field experience repairing and maintaining wells. Lead personnel and shop repair technicians shall provide documentation that shows they have a minimum of 5 years of experience repairing wells and well equipment.

7. **INSURANCE REQUIREMENTS.**

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of $3 million per occurrence/$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without thirty (30) calendar days advance written notice to the City.

"Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

8. **BEGINNING AND END DATE OF INITIAL TERM. July 1, 2011 through June 30, 2014**

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

9. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

10. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

1 Two-Year renewal possible at the City's option.

11. **PRICES.** All pricing shall be firm for the initial term of 1 year except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the 60-day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

DEEP WELL AND WELL PUMP MAINTENANCE AND REPAIR

1. CONTRACTOR'S PERFORMANCE

A. All materials and workmanship provided to the City shall be of the highest industry standard and shall at a minimum meet the original manufacturer's specifications and AWWA Standard A100-6 (Water Wells) and AWWA Standard E103-07 (Horizontal and Vertical Line Shaft Pumps). Materials purchased by the City through this contract shall be new and subject to inspection and approval by the City Representative prior to installation.

B. Contractor shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract. Contractor shall be licensed and bonded.

C. Contractor shall coordinate all work with City on the removal and re-installation of well equipment.

D. The Contractor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with all pertinent National, State and local rules and regulations as well the specifications, terms, and provisions set forth herein.

E. Upon authorization, while conducting business for the City, the City will allow the contractor to store supplies, vehicles or equipment at facilities being repaired by contractor, with the understanding that the City is not responsible for items stolen or damaged.

F. Upon award, the Contractor is required to maintain maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine compliance with agreement.

G. The Contractor shall ensure that all work completed in accordance with this agreement shall be done by trained, skilled and experienced personnel and shall be performed in a professional manner.

H. The Contractor shall provide digital photos of the well equipment during the disassembly and assembly stages.

I. Estimates shall include the following information: Facility and Location Name, Pump Unit Name/ ID, Sizes, # of bowls, HP, and any other applicable information along with a detailed estimate that is to include total man hours and type with cost, materials with manufacturer information and part numbers, Inspectors name and Main Point of Contacts information, and digital photos of defective parts.

J. Contractor shall provide a weekly update of repair status along with digital photos throughout the repair process. The Contractor's facility shall be available to inspect the pump units repair work and progress.

2. REMOVAL, PICK-UP AND DELIVERY

A. Contractor shall be responsible for dismantling, removal, pick-up re-installation, and delivery of all pumps when and where requested by the City. The contractor shall have sufficient vehicle/trailer capacity to transport well pipe, pumps and other related equipment.

B. Pick-up and delivery shall be F.O.B. Destination Freight Prepaid to and from various locations.

C. Contractor shall return completed repair items to the City within an agreed upon time frame from date of authorization to proceed, or department approval of estimate/quote.

3. KEY PERSONNEL

A. The Contractor shall have competent personnel trained in the repair of vertical turbine pumps and related well equipment and must have the equipment/supplies necessary to perform repairs on the pumps owned by the City of Mesa as per the specifications, terms and conditions of this contract.

4. PERFORMANCE REQUIREMENTS

A. Equipment

1) The Contractor's facilities and equipment must be sufficient to handle well pipe, pump and other related equipment.

2) The Contractor shall have access to shop equipment inventory including but not limited to the following:

a) Lifting equipment (cranes, forklift) to safely move pumps, motor/pump combinations and accessories weighing up to two tons.
b) Cleaning capability (power wash, "steam cleaning", sandblasting equipment).
c) Machine tools, micrometers, gauges, etc.
d) Welding equipment (stick, TIG, MIG).
e) Hydraulic bearing pullers. Induction bearing heater.
f) Lathes, milling machine, drill press of sufficient size.
g) Static balancing equipment.
h) Vertical turbine bowl rack for proper disassembly and assembly.
i) Shaft straightening rack.

B. Overhaul and Repair Guidelines

1) The Contractor shall perform all pump repairs according to the highest industry standards/guidelines as stated in Section 1.A.

2) Upon request, all bolts, nuts, gaskets and bearings shall be replaced with new component regardless of condition.

3) Contractor shall provide an itemized cost sheet listing full details of repair and labor hours.

4) Occasionally, it may be necessary for pump repair work to be performed on an emergency basis. During such an emergency situation, the Contractor may be required to work after normal business hours and/or on the weekend. Contractor shall refer to the hourly wage price schedule for approved charges.

5) Contractor shall ensure that all work performed, and all materials provided, are in accordance with the previously referenced standards and as required in Appendix A.

6) All shafts shall be straightened to manufacturer's specifications prior to machining and checked just prior to installation.

C. Estimate for Repair Services

1) Based on the cost of the repairs, number of days required for the repairs, and other factors as deemed important to the City of Mesa, it may be determined that it is more advantageous to replace the pump rather than repair it. For this reason, no work shall commence until the City provides a Notice to Proceed with the work as outlined in the estimate.

2) If a Contractor provides an estimate, but the City does not provide a Notice to Proceed with the repair work, that Contractor shall be allowed to invoice the City for the tear down and the estimate. The City may request that the disassembled equipment be returned and in this case freight charges will be borne by the City. No additional costs will be charged to the City.

3) The City reserves the right to halt repair services at any time during the repair process. If repair services have already commenced, the Contractor shall be allowed to invoice the City for any repair services that have already been performed. Contractor shall be required to submit documentation to show the work that has already been performed. Upon termination of the repair job, all pumps and parts will be returned to the City.

5. WARRANTY

A. Contractor shall issue a written warranty that all rebuilt or repaired equipment and parts furnished under this contract meet manufacturer's specifications and are free from defects in material and workmanship for no less than one (1) year from the date the equipment is re-installed.

B. Contractor shall warrant all labor involved in the repair of pumps and associated equipment for no less than one (1) year from the date the equipment is re-installed. This includes, but is not limited to, general, welding, and machine work labor.

C. All defective products shall be exchanged and replaced by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, re-stocking or other like expenses shall be paid by the Contractor. Contractor shall provide the City with a plan of action for either repair or replacement of defective product within 5 working days of being notified of a defect by the City.

6. INSTALLATION

A. All newly painted surfaces shall be protected from damages. If damages occur Contractor shall repair surfaces as recommended by manufacturer and to the satisfaction of the City.

B. Line shafts and Motor shall be aligned according to manufacturer recommendations.

C. Piping strain issues encountered during installation will be brought to the attention of the City.

D. Well equipment shall be disinfected in accordance with ANSI/AWWA C651.

7. START-UP, DEMONSTRATION, AND TESTING

A. City will be responsible for termination of power and control wires. Once completed a rotation check shall be done by Contractor in coordination of City personnel, after which Contractor shall couple the pump and motor.

B. Once rotation check and coupling has been performed a Start-up of the pump shall be performed in coordination with the City, at which time, if requested by the City, a Vibration Analysis and/or Pump Efficiency test will be performed.

C. All tests performed shall by the contractor be witnessed and approved by the City before acceptanc. No Exception.

D. All tests performed should fall within acceptable ranges for Pump Efficiency and Vibration Analysis of the manufacturer unless otherwise determined by City.

PROPOSAL SUBMISSION - Submit a signed original along with 5 copies of the offer in a sealed container.

PROPOSAL FORMAT - In order for your proposal to be considered, the following should be included and referenced with *index tabs*: ***DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large proposals.***

Table of Contents: Identify contents by tab and page number.

Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

- The proposer's understanding of the work to be performed.
- A positive commitment to perform the service within the time period specified.
- The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project.

TAB 1 - Qualifications, Abilities, Experience and Expertise: The following information should be included along with any additional information listed in the Evaluation Criteria on Page 6:

1. A statement of your qualifications, abilities, experience and expertise in providing the requested services.

   a. A description of what qualifies your company, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, certifications, necessary resources and show a history of demonstrated competence. Business strengths including years in business, local history, financial stability, holdings or assets

   b. A description of your abilities to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the inability to meet some of the requirements of the specifications.

   c. A description of the experience and expertise of your company and of key individuals who will be performing work under this contract. This should describe how minimum qualifications are met and provide any additional information to show that the individuals are qualified to perform under this contract. Credentials, Certifications and Resumes, including relevant experience may be included. Employee credentials, certifications, experience, qualifications of key personnel who will be performing services under the contract including administrative support, management staff including contact information for the main point of contact for requesting estimates, scheduling repair jobs, coordinating pickups/ deliveries, emergency repair work, etc.

   d. References – Provide a minimum of three (3) references, preferably within the State of Arizona, for whom you have provided similar services in size and scope as requested in this RFP. Include the Name of Entity, Contact Persons' Names, Phone Numbers, E-mail Addresses, Mailing Addresses, Type of service provided, size of jobs and Dates in which these services were provided.

2. Business strengths including years in business, local history and experience along with at least (3) references for work that is similar in scope, financial stability, holdings or assets, insurances and pertinent references

TAB 2 - Method of Approach. Clearly define your method of approach to include, but not limited to the following elements:

1. Field Service Response Capability
2. Qualifications of Local Technicians
3. Response Times
4. Scheduling
5. Quantity of Services Offered
6. In-House Shop Repair/Diagnostic Equipment
7. Billing/Invoicing System
8. Equipment and Services Accessed Through Sub-Contractors.

TAB 3 - Pricing and Compensation Forms. The cost portion of the proposal should include the following elements:

1. Completed and Signed Pricing and Compensation Forms.
2. A listing of any and all additional charges not specifically listed on the Pricing and Compensation Form.

TAB 4 - Other Forms. The following forms should be completed and signed:

1. Vendor Questionnaire Form, if required
2. Exceptions, Confidential and Additional Materials Form
3. Vendor Information Form
4. Offer and Acceptance Form
5. Sample of Billing
6. Sample Contract (if your company requires the City to sign a contract separate from the RFP award and issuance of a Purchase Order).
7. W-9 Form. All responses should include a fully completed, most current W-9 form. Failure to include the W-9 will not disqualify your bid.
8. Proposal security enclosed, if required

VENDOR QUESTIONNAIRE

GENERAL	
Years in Business providing similar services:	
Contractor's License No(s): (Submit a copy with the proposal) Number of employees at location serving this contract:	Type:
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided:	
Vehicle/ Equipment Inventory which is available for this contract:	

Vendor Name_____ Date: _____

List any additions to equipment or personnel you anticipate if awarded this contract:	
Subcontractors: List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
FINANCIAL	
Company Management: Provide names and years with the Company:	
President:	
Controller:	
Contractor/Representative (Who would handle this account: submit resume with proposal):	
Yearly sales volume at location serving this contract:	
Banking References:	
Bank:	
Location:	
Officer	

Vendor Name_____ Date: _____

Bank:	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile:	
General/Contractor Liability:	
Bonding:	

Vendor Name_____ Date: _____

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Deep Well and Well Pump Maintenance and Repair** to the City of Mesa at the price(s) stated below.

Repair Parts
Percent markup for repair parts, purchased by the Contractor, shall be _____%

- Parts to be fabricated by contractor shall be quoted before use in repairs for City of Mesa.
- No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor.
- Contractor shall provide evidence of purchased price for all repair parts to be marked up. Contractor shall provide a firm quote for all purchased repair parts and receive a written confirmation from the City before ordering.

Price for pump rig (removing / re-installing well) and three man crew.
Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization:

$_____/hour straight time while onsite
$_____/hour weekend, holiday and/or overtime rate while onsite

Price for well rig (conduct well maintenance activities such as brushing and bailing well) and two man crew.
Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization:

$_____/hour straight time while onsite
$_____/hour weekend, holiday and/or overtime rate while onsite

Flat Rate Price: Must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.

Service	Flat Rate Price	Per
Vibration Analysis	$	Job
Rig, Boom truck and Crew to/from site or to/from shop	$	Hour
Crew Only to/from site; rig in-place	$	Hour
Parts and Materials to/from site on flatbed truck	$	Hour
Well video, to/from site, wells up to 1,200 feet deep. Includes written report of well video and one DVD of well video	$	Job
Pump Efficiency Test	$	Job
Machine Shop Labor Rate	$	Hour
Pumpman Rate	$	Hour
Crane Truck and Operator Rate	$	Hour
Field Labor Hourly Rate – Straight Time	$	Hour
Field Labor Hourly Rate – Weekend, Holiday and After Hours	$	Hour
Shop Labor Rate – Straight Time	$	Hour
Shop Labor Rate – Weekend, Holiday and After Hours	$	Hour
Machine Shop/ Welding Labor Rate – Straight Time	$	Hour
Machine Shop/ Welding Labor Rate – Weekend, Holiday and After Hours	$	Hour

Vendor Name_____ Date: _____

PRICING AND COMPENSATION

The contractor agrees to start emergency jobs within _____ calendar days after receiving notice from the City. (A three-day maximum is requested; response time will be an important consideration in awarding the contract). The contractor agrees to work until the repair is complete; including weekends and/or holidays unless they are excluded by the City at the time service is requested.

The time frame for disassembly and inspection shall be no more than _____ working days from the time the contractor picks up the pump. The time frame for repair after shall be stated on the estimate.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the proposal prices.

No fuel surcharges will be accepted.

Payment terms (not less than net 30 days): _____

Completed W-9 Form Attached? _____ Yes _____ No (A "no" answer will not disqualify your bid.)

Does Respondent agree to honor the prices, terms and conditions to other agencies as specified in section S.38?
_____ Yes _____ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? _____ Yes _____ No

Discount for Procurement Card Purchases? _____%

Respondent complies with S.9 "Compliance With Applicable Law"? _____ Yes _____ No

ADDENDA

Proposers are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial and date for each addenda received, if applicable):

Addenda #1 dated ___/___/____ received by _____.

Addenda #2 dated ___/___/____ received by _____.

Addenda #3 dated ___/___/____ received by _____.

Vendor Name_____ Date: _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Standard Terms and Conditions may render a Proposal Non-responsive.**

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this proposal

_____ Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

Additional Materials submitted (mark one):

_____ No additional materials have been included with this proposal

_____ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name_____ Date: _____

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____-_____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____ DUNS #_____

Remit to Address (if different than above):

Address: _____

City: _____State: ____Zip: _____

Order from Address (if different from above):

Address: _____

City: _____State:_____Zip: _____

Contact for Questions about this proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

_____ Proposer is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

_____ Proposer is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

_____ Proposer is located in Arizona (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

_____ Certified Small Business Certifying Agency: _____
_____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

SKIP THIS AFFIDAVIT IF:

_____ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:

_____ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.11 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

_____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: ___ ___ ___ ___

_____ 2. **Arizona non-operating identification License.**
Print first 4 numbers/letters: ___ ___ ___ ___

_____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____: Place of birth: _____

_____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____: Place of birth: _____

_____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: ___ ___ ___ ___

_____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport ___ ___ ___ ___
Print first 4 numbers/letters on Visa ___ ___ ___ ___

_____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: ___ ___ ___ ___

_____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: ___ ___ ___ ___

_____ 9. **Refugee travel document.**
Date of Issuance: _____: Refugee Country: _____

_____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: ___ ___ ___ ___

_____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____: Place of Issuance: _____

_____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____: Name of Tribe: _____

_____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____: Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

_____
Signature

_____
Business/Company Name

_____
Print Name

Verification of Attachment by City Staff Member:

_____
Date

_____
Signature Date

OFFER AND ACCEPTANCE

By signing and submitting this Proposal, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Mesa.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
i) Under the provision of A.R.S. §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
k) It is current in all obligations due to the City.
l) It will accept such terms and conditions in a resulting contract if awarded by the City.
m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2011130.**

Term (if different than stated in the Milestones) _____ through _____

Awarded this ____ day of _____, 20____

_____
Edward Quedens, CPPO, C.P.M.
As Business Services Director

City of Mesa Well inventory

WELL ID	COMMON	PHYSICAL ADDRESS
CITY WELL 08	CW8	637 N PASADENA
CITY WELL 09	CW9	416 E 8TH ST
CITY WELL 10	CW10	225 S ROBSON
CITY WELL 11	CW11	40 E 3RD PL
CITY WELL 12	CW12	32 E 6TH ST
CITY WELL 13	CW13	261 E 3RD AVE
CITY WELL 14	CW14	640 S HORNE
CITY WELL 15	CW15	331 S SHOUSE
CITY WELL 16	CW16	300 S EXTENSION
CITY WELL 18	CW18	501 N GILBERT
CITY WELL 19	CW19	1625 N GILBERT
CITY WELL 20	CW20	2251 S DOBSON
CITY WELL 22	CW22	2402 S COUNTRY CLUB
CITY WELL 24	CW24	1320 E JUNE ST
CITY WELL 25	CW25	1159 W 7TH ST
CITY WELL 26	CW26	310 S BROOKS
CITY WELL 27	CW27	1002 N. Dobson
DESERT SAGE 09	DS9	9601 E PUEBLO
DESERT SAGE 12	DS12	827 S 98TH ST
DESERT SAGE 13	DS13	725 S CRISMON
DESERT WELL 03	DW3	1840 S SOSSAMAN
DESERT WELL 06	DW6	2345 S HAWES
DESERT WELL 07	DW7	2357 S HAWES
DESERT WELL 09	DW9	9655 E BASELINE
DESERT WELL 11	DW11	10940 E PECOS
DESERT WELL 12	DW12	9231 E PECOS
DESERT WELL 13	DW13	10702 E ELLIOT
DESERT WELL 14	DW14	7144 S MERIDIAN
DESERT WELL 15	DW15	7562 S MERIDIAN
DESERT WELL 16	DW16	10144 E ELLIOT
DESERT WELL 17	DW17	9820 E ELLIOT
DESERT WELL 21	DW21	11010 E ELLIOT
DESERT WELL 22	DW22	ELLIOT & SIGNAL BUTTE
FALCON FIELD 02	FF2	1804 N 46TH ST
FALCON FIELD 04	FF4	4458 E MAIN ST
FALCON FIELD 05	FF5	3522 E UNIVERSITY
FALCON FIELD 07	FF 7	4930 E. Adobe
FALCON FIELD 08	FF8	1935 N LINDSAY
FALCON FIELD 10	FF 10	6402 E. Baseline
FALCON FIELD 14	FF14	7201 E BASELINE
FALCON FIELD 15	FF15	6959 E MONTEREY
FALCON FIELD 16	FF16	WILLIAMS GATEWAY
WMS/GTWY 5	WG5	WILLIAMS GATEWAY
WMS/GTWY 7	WG7	WILLIAMS GATEWAY

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

For US Mail

SEALED PROPOSAL

Submitted by: Company Name:
Address:
City, State, Zip:

RFP #2011130 **Deep Well / Well Pump Maintenance / Repair**
Due Date: **May 3, 2011, at 3:00 p.m.**

City of Mesa
Attn: **Purchasing**
PO Box 1466
Mesa, AZ 85211-1466

For US Mail

For Hand Deliveries, FEDEX, UPS or Other Courier Services

SEALED PROPOSAL

Submitted by: Company Name:
Address:
City, State, Zip:

RFP #2011130 **Deep Well / Well Pump Maintenance / Repair**
Due Date: **May 3, 2011, at 3:00 p.m.**

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

For Hand Deliveries, FEDEX, UPS or Other Courier Services

Cover Letter

Purchasing Department,

We are pleased to submit our proposal for the above request.

The Weber Group, L.C. has been in the water industry for over 100 years in Arizona. Our quality of work and ability to solve customers' problems is what sets us apart.

We are extremely proud of our relationship with the City of Mesa over the past 25 years. During that time there have been numerous projects involving pump repair, well rehabilitation, water quality studies and construction sites. All projects have been successfully done within budget and schedule.

Our management staff is the most experienced of any in the state, with nearly one hundred years combined experience. Our field technicians have a experience of more than 50 years.

Thank you for this opportunity. We look forward to continued success working with you.

Fred Tregaskes

Fred Tregaskes

President / Weber Group, L.C.

Table of Contents

Letter of Transmittal Page 2

Tab 1:

Qualifications, Abilities, Experience and Expertise Page 3 - 11

References Page 12

Business Strength Page 13

Tab 2:

Method of Approach Page 14 - 18

Equipment List Page 19 - 24

Examples: Logs and reports

Tab 3:

Pricing and Compensation Forms

Tab 4:

Other Forms

Vendor Questionnaire Form

Exceptions, Confidential and Additional Materials Form

Vendor Information Form

Offer and Acceptance Form

Sample Billing

W-9

Letter of Transmittal

The following is the response of Weber Group, L.C. to the City of Mesa, Arizona, intent to award a three-year term contract for well maintenance and repair services to include pulling/repairing deep well pumps, videoing wells, brushing and bailing well casings and other related services. Over the last 25 years we have worked on or built 90% of the City of Mesa well and booster sites.

Weber Group, L.C. is committed to providing the best service in the timeliest manner to all of our clients. We understand the pressure that the City of Mesa is under to supply water to their users. We are proud to say that our staff and crews are truly committed to getting our clients equipment back online and pumping water. We have more equipment and experience than our competitors and a large amount of inventory including bowl assemblies, column pipe and inner column so we are able to respond to emergency situations prepared.

We will provide the following response times:

Emergency response time for City Pumps, motors, and other equipment at wells, sewage lift stations, treatment plants, and booster stations within twelve (12) hours after notification.

Normal non-emergency response time and warranty response time for City repairs shall be within seventy-two (72) hours after notification.

Gabe Tregaskes and Jeff Wold will be the Project Managers for all jobs related to this contract. The Pump Rig and/or Drill Rig Operators are the supervisors on site during each job. They will have a scope of work/work order in their possession for each step of the job. Each work order is reviewed with the crew prior to being dispatched to the site to complete that phase of work. If there are any change order requests, questions, or irregularities that arise that are in conflict with the work order, the Onsite Supervisor will notify the Project Manager before any work proceeds.

In many projects the Project Manager and/or the Operations Manager will be onsite as well.

Further Key Personnel and their Contract responsibilities are under TAB 2.

Qualifications, Abilities,
Experience and Expertise

Statement of Qualifications

After nearly 100 years of providing service to the water resource needs of customers throughout the southwest, Weber Group, L.C. has obtained the reputation as the leader in the water resource industry. Through our superior problem solving ability, Weber Group, L.C. is able to partner with our clients to achieve the most desirable results within the most favorable economic conditions available.

We provide complete turn-key service in Arizona to produce water economically, dependably, and efficiently for the end user. We have capabilities that include water well construction, rehabilitation, chemical treatment of wells, test pumping, installation and repair of vertical turbine and submersible pumps, well videos, construction of booster pump stations, construction of water treatment facilities, storage facilities, and pipe lines.

Weber Group, L.C.'s multi-decade banking relationship with seven figure availability and multi-decade bonding relationship with availability well into the eight figures provide evidence of the strong financial position that allows Weber group, L.C. to be fiscally responsible while handling a multitude of projects among many clients. We currently bank with Wells Fargo.

Bonding is provided by Merchants Bonding Company. We have a $20M bonding capacity. No contract or subcontract held by the firm or officers of the Weber Group, L.C. has been terminated. No claims has arisen from a contract which resulted in litigation or arbitration.

Merchants Bonding Company can provide a statement confirming our qualifications. Merchants holds an A Best Rating. Our agent is George Mendez, Compass Insurance, 2002 East Osborn rd., Phoenix, AZ 85016. Telephone (602) 977-3507. Our current single job size is in the mid seven figure range. Our current back log capacity is in the low seven figure range. All bond requests have been approved.

Our insurance coverage meets the requirements of the City of Mesa. We are insured by Zurich American Insurance Company (liability and auto) & (workers compensation), Great American Insurance Company (excess liability), Travelers Indemnity Co of America (leased / rented equipment). We meet the minimum amount of required insurance.

Weber Group, L.C. is very familiar with the City of Mesa's water systems and pumping stations. We have a vast amount of experience in handling all types of challenges that can arise with this type of work. It has always been a pleasure working with the people from the City of Mesa. With a good team working relationship we have accomplished the best results. Being aware of the City's required procedures has made this process easy.

We own our offices/ warehouses and equipment. The principal office of Weber Group, L.C., 16825 South Weber Drive, Chandler, AZ 85226-4112, is conveniently located next to I-10 and the San Tan 202 Freeways. Fifty employees work from our headquarters in Chandler. A west-side office was opened in the fall of 2007 in Goodyear, Arizona. Weber Group, L.C. also serves southern Arizona from our Tucson location. Each facility includes a machine shop, a warehouse, inventory, and an equipment fleet.

Administration software used includes Microsoft Office 2007 (Word, Excel, PowerPoint, Access), Suretraks, MAS200 used for accounting, and Sales Logix for customer relationship management. Sales Logix is a great tool that we use to keep client contact information, site information and location, installed equipment records, field tickets and reports, and client estimates. Sales Logix was implemented in 2009 with a cost over $100,000. Weber has scanning capabilities, e-mail, hi-speed internet access, Verizon cell phones, including Blackberry and Droid, wireless remote laptops that allow us to pull up current job information and reports anywhere cell service is available.

We have a designated safety director. Safety meetings are conducted bi-weekly with pertinent topics. In addition to weekly safety meetings the crews are required to fill out Daily Pre-Task Plans before any work is performed that day. Weber is actively involved in the AZWWA safety committee. Prospective employees are screened for drugs and alcohol by an independent safety advisory service. Random drug screening is conducted periodically for all employees. Driving records are also screened by an independent party. Background checks are conducted as needed.

These Arizona Contractors Licenses are held individually by Marty Weber, CEO of Weber Group, L.C.:

KA	#146267	Dual Engineering
KB-01	#146265	Dual Building Contractor
L-11	#146266	Electrical

The Arizona Department of Water Resources License #215 is held by the firm. The qualifying parties are Bernard Weber, Fred Tregaskes, Marty Weber, and Don Sawade.

Marty Weber, Chief Executive Officer:

Professional individual offering extensive knowledge in the water resource industry with the ability to problem solve, coordinate, delegate and manage projects and resources effectively. Eighteen years of field and management experience in cable tool, hollow stem auger and rotary drilling, and pump installations. Eight years of field experience includes new well installation and design, pump repairs, well abandonments, acidation, cementing and various rehabilitation procedures. Ten years of management experience, initially directing all of operations, and now responsible for the entire company.

(480) 961-1141 Office (480) 229-0740 Cell

martyweber@webergrouplc.com

Fred Tregaskes, President:

For 30 years has successfully marketed, sold and managed water system projects: well drilling, well rehabilitations, pump sales and service, test pumping, video logging and electrical; for agricultural, industrial and municipal markets. He skillfully advises and motivates our project managers. Fred also oversees the choice of qualified subcontractors and vendors.

(480) 265-2240 Direct (480) 229-0737 Cell

ftregaskes@webergrouplc.com

Jeffery P. Wold/Senior Vice President/Project Mgr.:

In Jeff's 23 years of experience in water resource construction he has built over 30 water supply facilities, installed over 100 water well pumps, designed and built over 30 water wells, and rehabilitated more than 45 wells. He has also co-designed and constructed 45 water treatment systems for water supply facilities in the past 23 years. As project manager, Jeff spends his time split between the field and office overseeing daily construction activities.

(480) 265-2249 Direct (480) 229-0738 Cell

jeffwold@webergrouplc.com

Gabe Tregaskes, Project Manager:

After starting his water resource career 11 years ago in the machine shop of Weber Group, Gabe now uses his hands on experience with pumps, motors and wells to effectively manage projects with great care for Weber Group clients. The types of projects Gabe typically handles include, pump service and installation, design and installation of water distribution systems, well rehabilitation and well drilling for clients in the municipal, industrial, agricultural, golf, turf, wastewater and mining markets. Gabe's project management style is tailored to developing and maintaining relationships including several of Weber Group's key clients in a variety of markets. Gabe achieves this through a straight forward communicative and collaborative dialog.

As Project Manager, responsibilities include business development; evaluating market conditions, cost estimating, contract administrations, permitting, scheduling, managing site operations and technical oversight for water resource projects of all types. During his 11 years of employment, he has developed the knowledge and skills needed to be a superior problem solver in the pump and well service industry.

Gabe is a member of the National Groundwater Association and Arizona Water Well Association. He enjoys working with a devoted team that is willing to go the extra mile to meet our client's needs.

(480) 265-2245 Direct (480) 229-0749 Cell

gabe@webergrouplc.com

Don Sawade, Project Manager:

Don has 28 years of professional experience related to the groundwater industry. He has extensive experience in environmental and groundwater resources, remediation projects, construction drilling applications, well and pump designs, maintenance rehabilitation and repair. Don also has experience drilling wells.

As Project Manager, Don's responsibilities include business development of product lines, evaluating market conditions, cost-estimating, contract administrations, permitting, scheduling and managing site operations. Don manages projects located from south-central to southern Arizona. He works out of our Tucson office and handles sales, service and scheduling. His life-long knowledge of the industry is invaluable and makes him a top-notch problem solver.

(480) 244-6023 Cell

donsawade@webergrouplc.com

Susan Collins, Sales Administrative Asst.:

Susan joined Weber Group, L.C. 2 years ago. Her support role in the sales department is relied on. Susan is especially dedicated to follow through with the needs of our customers. Assisting our Project Managers, Operations department and our Crew members on an as needed basis is what makes Susan a very important part of our Weber team.

(480) 961-1141 Office scollins@webergrouplc.com

Theresa Merx, Accounts Receivable Manger:

Theresa has been with Weber Group, L.C. for 22 years. Her attention to detail is of the utmost value to both, Weber Group, L.C. and our Customers. When processing customer billings she is very careful to meet the customer requirements before submitting invoicing.

(480) 265-2248 Direct Line tmerx@webergrouplc.com

Kelly West, Training and Development Manager:

With more than 16 years of technical field experience in the water resource industry with Weber Group, L.C., Kelly has elevated himself to Training and Development Manager. His responsibilities are to train and develop all field crew members. Kelly is based out of our Chandler office. He is a mechanical genius. If it moves and has parts, he can figure it out and fix it. Kelly has a tremendous background as a machinist. If something needs to be fabricated, he can design it and build it. He is a tremendous technical resource to Weber Group, L.C.

(480) 265-2255 Direct (480) 229-0748 Cell

Brodie Douglas, Operations manager:

Brodie has been with Weber Group for 12 years. He has construction experience and as proven himself as a leader. While working in our construction division, he quickly moved up to Project manager where he proved his leadership abilities. Brodie is now Operations Manager, where he oversees all aspects of the daily operations of our service department. This includes hands on coordination with our crews and Project managers.

(480) 229-0758 Cell

Ken Elliott, Geologist/ Geologist/ Test Pump Operator:

Ken has 10 years experience in the groundwater industry. Ken's main function at Weber Group is to oversee the pump testing program. He performs pump tests, measures field parameters, collects water samples, and prepares documentation. Ken has a degree in Geology and has a OSHA Hazwoper Certification. His eye for details comes as a result of his Geologic background.

Nathan Reveles, Video Equipment Operator:

Nathan Reveles is our dedicated Well Video Operator. His experience across the State provides us insight in to what we may encounter in different well situations. His ability to recognize flaws and troubled areas is a huge asset to Weber Group, and the City.

In 2009 we invested $100,000.00 in a new, Sate of the Art, mobile video van. The picture quality is unsurpassed by anyone in the Southwest. Nathan compiles a video report which includes descriptions and photos on every video that Weber does. Nathan also performs our Sonar Jetting. A copy of the video and the report is provided to the customer. We also keep a DVD in our Library, and we keep copies of video logs with pictures in our data base.

Jim Andre, Machinist:

Jim has 36 years of experience. Although Jim only has 8 years of tenure with Weber he has an extensive background in the water well/pump industry. Jim spent three years in the US Army working with Nuclear Weapons maintenance before spending nearly 28 years with Bill Johnson Equipment Company where he was a machinist performing work on all aspects of the industry. Since joining Weber he has worked on machining materials for special equipment projects, deep well turbine, submersible, booster, centrifugal, split case, electrical cable splicing, fabricated heads, performing failure analysis and all other aspects of the machine shop.

Ron "Jake" Arriola, Machinist:

Jake began his career as an apprentice machinist 8 years ago, to Jim Andre. In his time with Weber he has gained valuable experience within the industry performing work on deep well turbine, submersible, booster, centrifugal, split case, electrical cable splicing, fabricated heads, performing failure analysis and all other aspects of the machine shop.

Craig Nichols, Machinist:

Craig has been with Weber Group, L.C. for 2 years. Although Craig has very little time within the water well/pump industry he has 20 years of US Naval experience machining on a Nuclear Submarines. His main responsibilities were to machine parts and support the pumps and water distribution systems on the submarine Craig also spent 12 months apprenticing in the Chandler machine shop where he learned how to work on deep well turbine, submersible, booster, centrifugal, split case, electrical cable splicing, fabricated heads, performing failure analysis and all other aspects of the machine shop.

Amy Boysen, HR/Safety Director:

Amy came to Weber Group, L.C. 1 year ago. She has a B.S. in Business Management (HR) and a strong background in administration and employee relations. She is experienced in recruitment processes, disciplinary actions, performance management, and benefit administration with thorough understanding of state and federal employment law. Amy is a key person in staffing Weber Group, L.C. with the most qualified employees.

(480) 265-2243 Direct (480) 229-0741 Cell aboysen@webergrouplc.com

Field Technicians:

Our Field Technicians report directly to Kelly West. They are the Weber "Swat Team" for Technical and Electrical issues. Their "Superior Problem Solving" abilities are what set the Weber group apart from our competitors. This highly trained, highly skilled team has been involved in some of the most complex well issues across the Southwest United States. Both John and Joe Peral have worked on the vast majority of the wells in the State of Arizona. You will not find a more qualified and experienced group of technical people in our industry.

Our Technicians handle most of the Electrical and Start ups on all the installations. There may be times when our pump crews perform start ups. Although our Pump Rig Operators are skilled in performing startups, this would be the exception not the rule. Weber Group, L.C. prefers to have our technicians for this task.

Name of Employee	Role In Contract	Length of Employment with Weber Group	Length of Employment in Industry
Greg Simpson	Senior Field Technician	4 years	10 years
Brad Hudson	Senior Field Technician	8 years	8 years
John Peral	Senior Field Technician	32 years	37 years
Joe Peral	Senior Field Technician	31 years	36 years

Pump Rig Operators:

Weber Group's protocol is to use the same crew that pulls the pump to install the pump. We feel that crew consistency is very important on every single job. There may be times this is not the case, but it will be the exception, and not the rule.

Name Of Employee	Role In Contract	Length of Employment with Weber Group	Length of Employment in Industry
Joe Peral	Pump Rig Operator	31 years	36 years
David Silvas	Pump Rig Operator	29 years	29 years
Steve Raber	Pump Rig Operator	11 years	11 years
Andres Laguna	Pump Rig Operator	3 years	3 years
Julian Gomez	Pump Rig Operator	3 years	3 years

Drill Rig Operators:

Drill rigs will be used on all brush and bail, chemical treatments, liner installations, perforating, fishing, and abandonments.

Name Of Employee	Role In Contract	Length of Employment with Weber Group	Length of Employment in Industry
Jacinto Reveles	Drill Rig Operator	10 years	10 years
Bud Davis	Drill Rig Operator	3 years	29 years
Caleb Goldie	Drill Rig Operator	5 years	12 years
Steve Raber	Drill Rig Operator	11 years	11 years

References

City of Mesa, P.O. Box 1466, Mesa, AZ 85211-1466

Contact – Steve Ruppenthal – Water Supply Superintendant

(480) 644-2140 steve.ruppenthal@mesaaz.gov

Maintenance Contract including: pulling/repairing deep well pumps, videoing wells, brushing and bailing well casings and other related services.

City of Scottsdale, 9312 N. 94th Street, Scottsdale, AZ 85258

Contact – Daniel Lamm – Technology Supervisor (480) 312-6523 dlamm@scottsdaleaz.gov

Maintenance Contract including: pulling/repairing deep well pumps, videoing wells, brushing and bailing well casings and other related services.

City of Phoenix, 200 W. Washington Street, Phoenix, AZ 85009-6810

Contact – Gary Gin - Hydrologist (480) 312-6523 gary.gin@phoenix.gov

Maintenance Contract including: pulling/repairing deep well pumps, videoing wells, brushing and bailing well casings, chemical treatments and other related services.

Salt River Project, Mail Station 16ST52, P.O. Box 52025, Phoenix, AZ 85072-2025

Contact – Angela Bond - Senior Geohydrologist (602) 236-5199 angie.bond@srpnet.com

Test Pumping contract, Chemical treatment.

Recreation Centers of Sun City

Contact – John Snyder – Director of Golf Maintenance - (623) 876-3657 jsnyder@ngmmaintenance.com

Weber Group, L.C. operates from three locations, Chandler, Goodyear and Tucson. While each location has its own machine shop, field equipment, and inventories, our Chandler location serves as the corporate headquarters for Weber Group, L.C. and is located within 30 miles of the intersection of University and Mesa Drive.

We are a 100-year-old, multi-generational company that has pioneered many of the well design and construction methods seen today. The City of Chandler Chamber of Commerce has honored us by recognizing Weber Group, L.C. as a distinguished Chandler 100 Company.

Weber Group, L.C. maintains a total inventory level of approx. $500,000.00. We found several years ago that the local supply houses were not able to respond to our high volume needs for certain inventory items in a timely fashion.

Column Pipe, Inner Column, and Pump Bowl assemblies were many times 2-5 days out, or longer from order date. This does not meet the demand for customers that need a pump pulled, repaired, and re-installed in 3-4 days in emergency situations. In addition the quality of many of the products that were available in town did not meet the quality standards that we expect. Poor threading, poor assembly, thin wall thicknesses, and inadequate Quality Control were issues we encountered on a regular basis.

Weber Group purchases millions of dollars of materials annually, mostly in truck load quantities. The reason local suppliers were not able, or not willing to keep inventory levels of the higher quality products in stock are unknown. This created the need for us to take control and bring inventory in-house. It is a very large investment, but it has paid dividends to Weber Group, and our customers over and over.

With City concurrence we will select the best bowl assembly that meets the performance requirements of the well. This decision will be based on efficiency, longevity, price, and delivery. We have access to over 15 different pump manufactures and suppliers.

Our selection process for suppliers is very in depth. We personally visit their manufacturing facilities to inspect their material quality, their QC processes, and their "best practice" procedures and philosophies to ensure they will meet the not only the Weber Group quality standards, but also in the quantities we need to support our customers.

Method of Approach

TAB 2 – Method of Approach.

1. Field Service Response Capability

Each of our Project Mangers, technicians, and equipment operators carry cell phones 24 hours a day 7 days a week. If our client is unable to reach their assigned project manager after hours or on the weekend they can call our Main Office at (480) 961-1141 they will be directed to our on call project manager. We have a rotating on call schedule for project managers, technicians and crews so if an emergency arises rest assured that someone will be available to help solve the problem.

When the City informs the Project Manager of a well or pump that needs to be worked on:

The Project Manager will open a new job in Sales Logix which will include; site location, well and pump information, client contact information, estimated labor and materials and the date the customer is expecting service by.

A detailed work order will be created by the Project Manager, this work order will be discussed with our Operations department and the technician or crew that will be performing the work.

After the task is completed or the pump is pulled the crew will fill out a log that will include the type of equipment used on the job, description of the equipment worked on with model, settings, sizes, condition, etc. (See TAB 4 for example). A well cover will be installed with a Weber Group lock.

The shop will be given a work order to inspect the discharge head, disassemble and inspect the bowl assembly and fill out a disassembly report that includes make, model, condition, tolerances and needed repairs. We will also take pictures of the bowl assembly during this phase. This work will take place within 1-3 days of the pump being pulled.

A video of the well will be performed, up to 5 days after the pump has been pulled. It is necessary to let the well sit for a few days to allow for a clear picture. In an emergency situation we can install a Flocculant and run water down the well overnight and attempt to get a clear picture the following day.

The project manager will review the logs and inform the City of the needed repairs and estimate within 2-3 days.

After the City approves the additional work new materials will be ordered and work orders will be created. The project manager will provide a weekly update of the repair status along with digital photos throughout the repair process.

Once materials are ready the shop will perform the work and fill out a log with repairs made and record the new tolerances. Upon completion of the repaired parts they are sand blasted and coated if required.

Once the shop has completed their work, a field work order is given to the crew that will be installing the unit. Weber Group Operations Department and Project Manger will coordinate with Mesa for scheduling.

When the pump has been installed and ready for start-up a field technician will be dispatched for start up. The technician will obtain and record as much information as possible, including running volts, amps, flow rate, discharge pressure and pumping water level. The measurements that are recorded will be checked against the pump curve to verify pump performance. He will also check the site condition to make sure we leave the site looking as good or better than when we arrived.

After start up has been performed we can perform a pump efficiency test and vibration analysis at the Cities request.

The project manager will follow up with the City to confirm that the job is done to the Cities satisfaction. Weber Group's Accounts Receivable will then send an invoice with copies of material invoices to the City of Mesa.

The Weber Group will provide a one year warranty on all new Weber purchased parts, and labor.

2. Qualifications of Local Technicians

John Peral, Technician:

John Peral has more than 32 years experience in drill rig and pump rig operations. He is responsible for on the job technical support for drilling, rehabilitation and abandonments. He has extensive working knowledge of water well drilling practices and procedures. John's qualifications include running test pump equipment, performing preventative maintenance on equipment, assisting in repairs of equipment as needed, Diagnoses potential pump problems for clients and Performs failure analysis on client's equipment. John is our mechanical seal expert.

Joe Peral, Technician: Joe Peral has more than 32 years experience in drill rig and pump rig operations. His responsibilities include on the job technical support for drilling, rehabilitation and abandonments. He has extensive working knowledge of water well drilling practices and procedures. Along with John, Joe

has worked on the vast majority of the wells in the State of Arizona. As a technician, he often performs diagnoses for potential problems on equipment for our customers. He regularly performs failure analysis on customer equipment. Joe works closely with our Project Managers and Crew to insure work is being done correctly, timely and safely. Joe is an expert at fishing pumps that are in two and is willing to work around the clock to meet our client's needs.

Brad Hudson, Technician:

Brad Hudson has 9 years experience with Weber Group, L.C. He is an experienced welder and has great mechanical aptitude. He handles many of our installations where modifications have to be done to existing infrastructure. Brad is also being trained on the electrical and electrical control side of the business as well.

Greg Simpson, Technician: Greg has a wide variety of experience installing and troubleshooting Pumps, Electrical, and Controls. Greg has many Manufacturers Certifications including Goulds, Rainbird just to mention a few. Greg is the Lead Technician for the Rainbird Pre-packaged Booster stations. Weber group is the ASP (Authorized Service Provider) for Rainbird, for the State of Arizona. This includes Golf Courses, Industrial, HOA's, Municipal Parks and Recreation departments, and School Districts. Greg has worked on many projects for City of Surprise, City of Goodyear, and City of Avondale. In addition he has worked on projects for the following School Districts: Dysart, Queen Creek and Mesa.

3. Response Times
   Emergency response time for City Pumps, motors, and other equipment at wells within twelve (12) hours after notification.

   Normal non-emergency response time and warranty response time for City repairs shall be within seventy-two (72) hours after notification.

4. Scheduling
   Project Managers meet with operations several times a day to discuss projects and scheduling. They meet once a week to go over all existing projects and up and coming projects. Operations then fills out the schedule for the following week based on our clients needs. The schedule remains flexible to allow room for emergency jobs or extra work that may be requested by a client.

5. Quantity of Services Offered

Pump repairs and replacement, Chemical treatment, in house Sonar Jetting, pump efficiency, Well rehabilitation, electrical troubleshooting, flow testing, test pumping.

6. In-House Shop Repair/Diagnostic Equipment

Weber Group, L.C. operates on 5 acres in Chandler, Arizona to not only service the water resource needs of the eastern geographic region of the state but also to administratively support all locations. The facility consists of 5,600 square feet of office that houses sales, operations, safety, administration, and accounting/ finance. There is also 4,000 square feet of machine shop, 4,000 square feet of warehouse for inventory and 2,000 square feet of covered high bay flex work space to handle a multitude of tasks. Approximately 50 employees are based in Chandler. While each location has its own machine shop, field equipment, and inventories, it is the Chandler location serving as the corporate headquarters for Weber Group.

Chandler Machine Shop Equipment

3 ton motorized bridge crane covering all 4000 sq ft of machine shop floor.
1 ton motorized jib crane for assistance with projects within machine shop.
5 ton motorized bridge crane located within the high bay flex work space adjacent to the machine shop
2 large forklifts

12" hollow spindle engine lathe with taper attachment. This machine has a 36" chuck, 96" bed length and allows for 48" diameter swing. This lathe is used for rethreading up to 10" diameter pipe in lengths up to 40' long, chucking of discharge heads to check for parallelism and rabbit to borehole concentric along with more routine uses such as shaft threading, tube threading and bowl repair.

5" hollow spindle engine lathe with taper attachment. This machine has an 18" chuck, 160" bed length and allows for 38" diameter swing. This lathe is used for threading random lengths of 4" and smaller pipe i.e., top tube assemblies for pump repair.

2" hollow spindle engine lathe with taper attachment. This machine has a 14" chuck, 96" bed length and allows for 24" diameter swing. This lathe is used primarily for threading pump shaft.

1hp Bridgeport milling machine. This machine is used for cutting key ways in head shafts and bowl shafts 2" and smaller.

5hp Cincinnati Millcron milling machine. This machine is used for cutting key ways in head shafts and bowl shafts 2" -6".

12" radial arm drill press. This machine is used for a variety of functions including drilling out flanges and discharge heads.

3hp Cincinnati Brickford pedestal drill press. This machine is support equipment for the variety of machine shop functions.

Other necessary machine shop tools, including calipers, micrometers, snap gauges, bearing sizers.

Bowl breakdown rack, shaft straightening rack, 5hp metal chop saw, 10 ton electric hydraulic press, and 400 amp arc welder

Steam cleaner – pressure washer
Sand blasting equipment and painting bay.

7. Billing/Invoicing System
   Theresa Merx has been with our company for 22 years and is very familiar with the City of Mesa's requirements for invoicing. We have been using MAS 200 accounting system for the past 6 years. We have found this system to be a great tool for our type of business.

8. Equipment and Services Accessed Through Sub-Contractors.
   - Keller Electrical
   - Bragg Crane
   - Longmire Well Service
   - Hydro Controls

Attached Submittals are all Proprietary Confidential items:

- Resumes
- Equipment list
- Daily Pre-Task Plan
- Pull report

- Bowl assembly disassemble report
- Bowl assembly re-build report
- Video Report
- Driller Log
- Video Report
- Install report
- Start up Sheet

Equipment List:

Item No.	Description of Vehicles/Equipment CONFIDENTIAL
D1	Bucyrus Erie 28L Cable Tool Drill Rig (1956)
D2	Bucyrus Erie 36L Cable Tool Drill Rig (1962)
D3	Bucyrus Erie 36LCable Tool Drill Rig (1986)
D5	Bucyrus Erie 48L Cable Tool Drill Rig
D6	Bucyrus Erie 36L Cable Tool Drill Rig (1956) (Disabled)
D8	Bucyrus-Erie 48L (Staco) Cable Tool Drill Rig (disabled)
D9	Bucyrus-Erie 60L Cable Tool Drill Rig/H27
D10	Bucyrus-Erie 20W Cable Tool Drill Rig/M21
D11	Bucyrus-Erie 60L Cable Tool Drill Rig
D12	Bucyrus-Erie 22W Triple/Mounted on M25
D13	Bucyrus-Erie 28L Cable Tool Drill Rig
D14	Bucyrus-Erie 60L Cable Tool Drill Rig
D15	Bucyrus-Erie 60L Cable Tool Drill Rig
D16	Bucyrus-Erie 28L Cable Tool Drill Rig
D17	Bucyrus-Erie 36L Cable Tool Drill Rig
D18	Bucyrus-Erie 28L Cable Tool Drill Rig
H13	1979 KW Wichtex Pump Rig (Wichtex Rig) (E-13)
H14	1981 Kenworth Crane Truck (RO Crane) (E-14)
H17	1987 GMC Drill Rig D1
H18	1989 KW T600A, RO Crane
H22	1974 Kenworth W925 Crane Truck
H23	1991 KW Dump Truck
H24	1976 Kenworth Pump Rig(E-31)
H25	1990 F800 Ford Crane (E-45)
H26	1993 Freightliner Semi
H27	1993 Ford L-7000 Drill Rig (D-9)
H29	1984 Kenworth Semi (E-11)
H30	1995 KW Semi
H31	1992 International Crane Truck
H32	1993 Peterbilt 377T Pump Rig
H33	1991 Chevy Crane Truck (Kodiak body style)

H34	1989 Kenworth T800 Pump Rig (Truck under E-73)
H35	1988 Kenworth T60 Semi $78K
H36	1996 Kenworth Semi
H37	1989 Ford F800 Water Truck
H38	2006 Ford F750 CT (Ntnl crN)
H39	1973 Ford F800 FR BEYLIK (Not in service)
H40	2006 FORD F750
H41	1973 PETERBILT SEMI
H42	1973 DIAMOND RIO SEMI
H43	1971 PETERBILT SEMI
H44	1979 INTERNATIONAL FLTBD
H45	1990 International
H46	1989 International crane truck
H47	1996 Ford crane truck
H48	1986 KW Semi
H49	2007 Ford F750 crane truck
H50	1997 Kenworth semi truck tractor
H51	1992 Ford F800 boom truck
H52	2008 Ford F750 crew cab
H53	2008 Ford F750 crew cab
H54	1992 Ford - Smeal Pump Rig
	1991 Ford F600 Crane Truck (Scott Crane)
M15	**Disabled**
M16	1997 Chevrolet 1-Ton R/V Pickup
M17	1997 Chevrolet C/K Pickup
M18	1997 Chevrolet C/K Pickup
M22	1998 Ford (Drill Rig D-10) Future-replace M21
M23	2003 F-650 Ford Crane
M24	2003 F-650 Ford Crane Extendedcab
M25	1985 Ford Drill Rig/wD12
M26	1991 Ford F-650
M27	2004 Ford F450
M28	2004 Ford F450
M29	1997 Chevrolet C-6500 Crane E67
M30	2004 Ford F450
M31	2004 Ford F450
M32	2005 Ford F450
M33	1989 FORD F600
M34	1988 Ford F700 crane truck (formerly H53)
M35	1990 Mack svc truck
M36	2007 Ford F550 Pump Hoist
M37	2007 Ford F450
M38	2008 Ford F450
M39	2008 Ford F450
M40	1986 GMC Crane Truck CONFIDENTIAL

44	1995 Ford 1-Ton Video Van
46	1996 Ford F-350 Pickup
53	1997 Chevrolet 3/4 Ton Pickup
54	1997 Ford F-250 Pickup
59	1999 Jeep SUV
60	2000 Ford F350 4WD Pickup
61	2000 Ford F250 Ford Crew Cab 2wd Pickup
62	2000 Ford F250 CC Pickup
63	2001 Ford F250 CC Pickup
64	2001 Ford F350 pickup
65	2001 Ford F350 pickup
67	2002 Ford F350 pickup
68	2002 Audi A6 2.7T
69	2000 Ford F250 Pickup
70	2001 Ford F350 Utility Truck
71	2002 Ford F350 pickup
72	2002 Ford F150 C.C. PU
74	2003 Ford F-150
76	2004 Ford F350
77	2004 Chevy Crewcab
78	2004 Ford F350
79	1956 Ford F100 PU
80	2003 Chevy SSR Pickup
81	2005 Chevy Crewcab
82	2005 Ford Excursion
83	2005 Ford F150 Crewcab
84	2005 Ford F150 Laria Crewcab
85	2006 FORD F350 CREWCAB
86	1992 CHEVY SVC TRK
87	1999 CHEVY SVC TRK
88	2007 Chevy Tahoe
89	2007 Ford F350
90	2007 Ford F250
91	2007 Ford F250
92	2007 Ford F150
93	2008 Chevrolet
94	2005 Ford Excursion
T10	1952 Fruehauf Test Engine Trailer
T11	1961 Transport 30' Flat Trailer (Semi)
T14	1978 Hyster Drop Neck Trailer (Test Engine)
T15	1979 Homemade Water Trailer (500 gal tank)
T16	1979 Homemade Fuel Trailer (500 gal tank)
T21	1984 Evans 28' Office Van
T22	1984 Evans 28' Office Van
T23	1984 Evans 28' Office Van CONFIDENTIAL

T25	1993 Big Tex 6-1/2' x 12' Trailer
T28	1989 Utility Trailer (Landscape)
T29	1982 Matlock 40' Car Carrier
T30	1993 Towmaster/Case Uniloader Trailer
T31	1978 Utility 45' x 96" Flatbed, C-190
T33	14' Flat Bottom Trailer
T34	1995 Big Tex 20' Goose Neck Trailer
T35	1995 12T Trailking
T36	1996 12T Trailking
T37	2000 Big Tex Flat Trailer (Pintle Nitch)
T38	Shop M Flat Trailer (34ft gooseneck)
T39	1999 Big Tex 14' car carrier
T41	2001 Shopmade Tool Trailer
T43	2000 VIP Flatbed trailer with 14' chemical tank
T44	2001 VIP Grout Pump Trailer
T46	2001 VIP Dump Box Trailer
T47	2003 Homemaid Fuel Trailer 100 Gal
T48	2003 Diamond Dump Box Trailer
T49	2000 Butler 1017 WR Flatbed
T50	Submersible Cable Trailer
T51	20FT CAR HAULER
T52	2004 Homemade 48' GOOSENECK #AZ271947
T53	1978 Ravens Flat Bed Trailer 42'
T54	1997 Titan Gooseneck
T55	HOMEMADE 20' TRAILER
T56	HOMEMADE 20' TRAILER FLOAT
T57	TEMPTE 40' TRAILER FLOAT
T58	HYSTER LOW BOY TRAILER
T59	1968 HOMEMADE TRAILER
T60	1989 HOMEMADE TRAILER TANK
T61	1963 HOMEMADE TOW TRAILER
T62	Homemade welding trailer
T63	2006 Big Tex car hauler
T64	2007 Big Tex 24' flatbed gooseneck
T65	2007 Big Tex 24' flatbed gooseneck
T66	2007 Big Tex 24" flatbed gooseneck
T67	1953 Pressev Test Engine Trailer
T68	1985 Ravens 45' Flatbed Trailer
T69	Scotsman Mobile Office Trailer 32x10
T70	Scotsman Mobile Office Trailer 32x10
E4	16V-921T Test Engine, on T14
E11	Wichtex Drawworks, Mounted on H29
E13	Wichtex Drawworks, Mounted on H13
E14	R. O. Crane, Mounted on H14
E16	R. O. Crane, Mounted on H18
E17	General Drawworks, Mounted on H12 CONFIDENTIAL

E21 Case Uniloader with T30
E24 Air Compressor (Gas)
E26 Concrete Mixer (Essick)
E28 Sniffer (Air Quality)
E30 Grout Pump (Macalite)
E31 Wichtex/Wilson TE2 Drawworks **#4** (Mounted H24)
E33 Laval Camera Equipment Mounted on #44
E34 Cummins Test Engine V12 Mounted on #T-10
E37 RO TC120 Crane Mounted on H22
E43 1995 Cat Loader Backhoe
E44 Nissan 90 Forklift **Leased**
E45 300-B National Crane 337B (Mounted on H25)
E46 RO TC60 Crane Stinger II (Mounted on M23)
E47 Ciasons ST-H4510HWC Air Compressor
E48 Grout Pump
E49 Pitman HydraLift Crane HL848 (mounted on M-24)
E50 Welder, Used Linc Classic II
E51 Welder, Used Linc Classic II
E52 499 Gallon Propane Tank & Trailer (D7)
E53 Same as E30
E55 100 Gal. Fuel Tank Portable
E56 Tri-Plex-Pump for jacking things out of hole
E57 John Deere 410 Skiploader
E58 John Deere Backhoe
E59 Lathe Model#40-12 1/2x120
E60 Simon Hydraulic Stinger
E61 National 300 B Crane Mounted on H-31
E62 Laval Camera mounted on #44
E63 Vibrator, Compacting Plate
E64 Elec Serv Cart-Taylor Dunn Model R3-80
E65 Cannon Copier IR2200-3300
E66 Hitachi Submersible test pump motor
E68 Landa Hi-Pressure Steam Clean System
E69 Mitshibishi Track Hoe
E70 National Crane #337B/Mounted on H33
E71 Mud Mixing System/Mounted on T15
E72 Ingersoll-Rand Compressor-Model P-130 B-W-JD
E73 General Machineworks Pump Rig #5 (See H-34)
E74 Nissan Forklift Model PD90Y
E75 John Deere 410D Backhoe/Loader
E76 2000 Lincoln SA250 Portable Welder

E77 John Deere 310 SE Backhoe/Loader
E78 Test Engine, DETROIT 8V92 Power Unit w/clutch
E79 Lathe, Lehigh 38", Model 38160B
E80 Crane, National, Model 337A (on H38)
E81 Drawworks, Wichtex - TE2 (on H39)
E82 2500 Gallon Water Tank CONFIDENTIAL

E83	National Crane Model 337A
E84	Homemade Pump Rig
E85	National Crane on H42
E86	LeBlonde 24" Lathe
E87	Caterpillar 910 Loader
E88	Liftall Forklift
E89	Hyster Forklift
E90	Gorton 3HP Mill
E91	Miller Wire Feed Welder
E92	Linde Welder
E93	Lincoln Welder
E94	General Machineworks Pump Rig
E95	Crane, Trac-Back, Model 8000
E96	Crane, RO Stinger, on M29
E97	Welder, Lincoln, mounted on M20
E98	Welder, Lincoln, mounted on #70
E99	Crane, mounted on H46
E100	Crane, Simon TC-2047, mounted on H51
E101	Crane, mounted on H47
E102	Pulstar pump hoist, P10HD3SHRPPGX, mounted on M36
E103	Crane, National series N50, mounted on M34
E104	Pump Rig, Smeal R12SWXBC, mounted on H54
E105	Water tank assembly on H33
E106	Used Nissan forklift, model PD90Y
E107	Forklift, Komatsu FG25C-11, S/N 468119A
E108	Water tank assembly on H25

CONFIDENTIAL

WeberGroup L.C.
WATER RESOURCES

Weber Group LC

Date Plan Prepared:
Job Name
Job Number.

Daily Pre-Task Plan

Customer Name:	Contact Information:	Location of Jobsite:

Emergency Plan. Call 9-1-1 and give dispatch jobsite location information

Housekeeping Plan (Trash Removal, Clean up, responsible person, frequency):

Material Storage & Handling Plan (Deliveries, Laydown, Equipment):

Access & Hoisting Plan (Personnel & Materials):

Please consider the work to be performed and check 'Yes' or 'No' (use reverse side as needed):

1	Does every crew member know how to use assigned tools & equipment?	☐ Yes ☐ No
2	Does every driver have a jobsite map?	☐ Yes ☐ No
3	Does every driver understand the route to the jobsite?	☐ Yes ☐ No
4	Do you need additional or special materials and tools to do the job?	☐ Yes ☐ No
5	Do you need to review an MSDS to proceed with this work?	☐ Yes ☐ No
5a	If yes, do you have it in your possession?	☐ Yes ☐ No
6	Will weather conditions affect the safety or quality of this work?	☐ Yes ☐ No
7	Will the Extreme Heat Safety Protocol be utilized today?	☐ Yes ☐ No
8	Does this task require shutdown of systems or equipment?	☐ Yes ☐ No
8a	If yes, what is the plan of action?	
9	Is there adequate lighting and access?	☐ Yes ☐ No
10	Is there any potential to impact existing Owner or Construction activity?	☐ Yes ☐ No
11	Do you have adequate spill protection?	☐ Yes ☐ No
12	Do you have shop reports, pull reports and video reports?	☐ Yes ☐ No
13	Will there be any discharge of fluids?	☐ Yes ☐ No
13a	If yes, what is the plan of action?	
14	Do other subs need to be involved?	☐ Yes ☐ No
15	Does this task require any special permits/procedures?	☐ Yes ☐ No
16	Crew knows location of fire extinguishers, eye washes, phones?	☐ Yes ☐ No
17	Does each crew member know the closest medical facility?	☐ Yes ☐ No
18	Does every crew member have the required PPE for today's task(s)?	☐ Yes ☐ No

Check if any of the following safeguards apply (use reverse as needed):

☐ Public Interface	☐ Confined Space	☐ Electrical Hazards	☐ MSDS/HazCom	☐ Fall Protection	☐ Respirator PPE
☐ Traffic Control	☐ Chemical Exposure	☐ Lock-Out/Tag-Out	☐ _____	☐ Hand/Arm PPE	☐ Hearing PPE
☐ Barricades/Signs	☐ Ventilation	☐ Open Flame Welding	☐ Critical Lift Plan	☐ Full Body PPE	☐ Eye/Face PPE

Task hazard analysis (see reverse for tables of reference items):

Task #1:	Task #2:
Hazards associated with the task:	Hazards associated with the task:
Preparation to eliminate or control the hazard:	Preparation to eliminate or control the hazard:

Task #3:	Task #4:
Hazards associated with the task:	Hazards associated with the task:
Preparation to eliminate or control the hazard:	Preparation to eliminate or control the hazard:

IF WORK CONDITIONS CHANGE, WORK MUST STOP AND A NEW PLAN MUST BE PREPARED

*CONFIDENTIAL

Daily Pre-Task Plan
Page 2

Continuation for follow-up questions:

7a Plan of action to shutdown systems or equipment:

12a Plan of action if there is a discharge of fluids:

Continuation for additional site-specific safeguards:

☐ _____ ☐ _____ ☐ _____ ☐ _____
☐ _____ ☐ _____ ☐ _____ ☐ _____
☐ _____ ☐ _____ ☐ _____ ☐ _____

Task hazard analysis reference tables:

Potential Hazards Present:		
Excavations/Trenches	Hazardous Materials	Vehicles/Equipment
Elevated Work: Falls	Water	Confined Space
Elevated Work: Other	Public Exposure	Open to Below
Leading Edge	Air Quality/Vapors	Chemicals
Fire/Heat	Lighting	Temperature
Flying Particles/Debris	Electricity	Noise

Potential Hazard Preparation:		
Protective Clothing	Eyewash/Shower	Barricades/Rails
Ear Protection	Eye Protection	Head Protection
Fire Protection	Face Protection	Restrict Area
Additional Lighting	Safety Harness	Respirator
Flagmen/Audible Warning	Drink Plenty of Water	Spill Kit

Any additional site-specific information:

_____
_____
_____
_____

The tasks have been reviewed with the workers on this crew and a supervisor prior to any work being performed

Operator's Signature: _____ Reviewed By: _____

Crew sign in:

Print	Signature	Assigned "Buddy"

IF WORK CONDITIONS CHANGE, WORK MUST STOP AND A NEW PLAN MUST BE PREPARED Rev 6/2010

*CONFIDENTIAL

Weber Group, L.C.

Water Resources

16825 S. Weber Drive * Chandler, Arizona 85226-4112 * 480/961-1141 * FAX 480/961-0290
18403 W. McDowell Road * Goodyear, Arizona 85338-5613 * 623/853-9901 * FAX 623/853-9902
2838 W. Ruthrauff Road * Tucson, Arizona 85705-1860 * 520/887-2170 * FAX 520/408-0832

PULL REPORT

Ticket #: 001-00-002300 Job Number: 1011078

Customer: Mesa (City)

Location: City Well #5 Job Name: CW #5 - Pull Well Pump

Well Casing Diameter: Completed By: Joe Peral Date: 3-17-11

Electrical Tag Out: Yes / No By: Ron Other Type Work: Lineshaft: [X]

Blades Pulled: Yes / No Submersible: [ ]

Well Cover Installed: Yes / No Booster: [ ]

Weight of Pump: 30,000 Test Pump: [ ]

Materials To Yard: **Chandler / Goodyear / Tucson**

5- Stage Bowl Assembly, 504' of 1/4" SS airline

1- Prefab Head

Top Tube & Shaft, Top Tension Assembly

Materials At Site:

25 - 10" x 3 1/2"x 2 3/16" , Pump all good

All Spiders good

Materials Needed:

2 - Box of Banding

1- Box of Buckles

2 - 10" x 3 1/2" Spider

Special Site Conditions & Remarks:

Site Clean

Daily Footage Pulled:

Date:	3-16-11	Ft:	300	Date:	Ft:	Date:	Ft:
Date:	3-17-11	Ft:	200	Date:	Ft:	Date:	Ft:

*CONFIDENTIAL

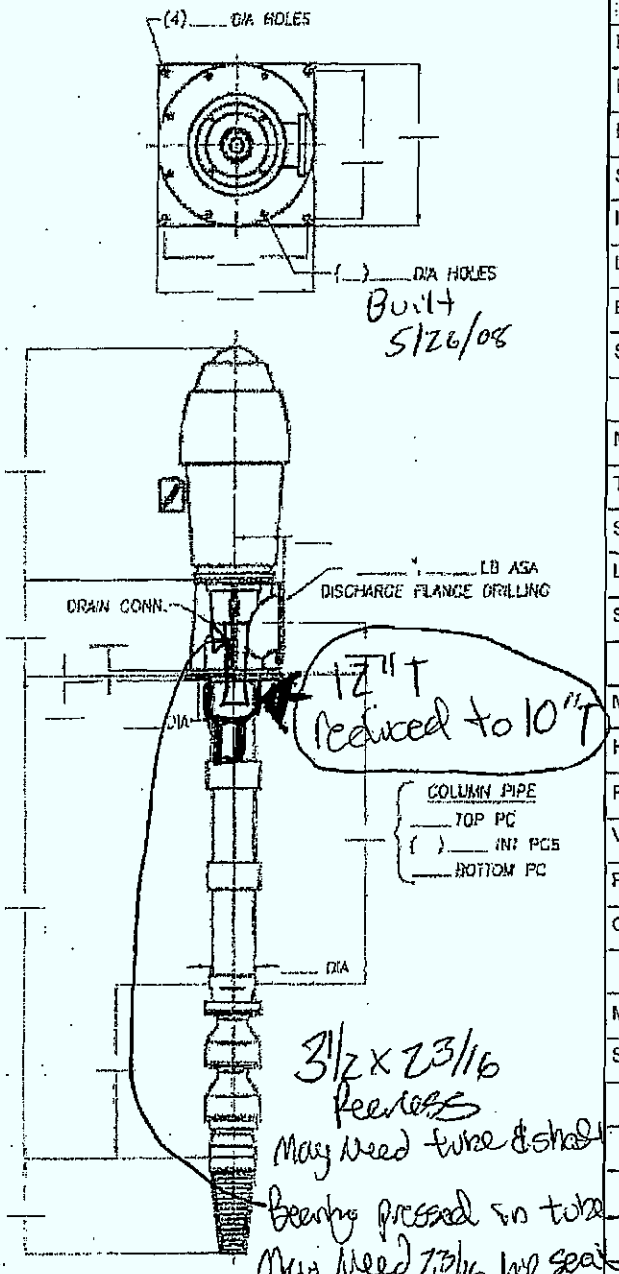
Weber Group, L.C.

Water Resources

16825 S. Weber Drive * Chandler, Arizona 85226-4112 * 480/961-1141 * FAX 480/961-0290
18403 W. McDowell Road * Goodyear, Arizona 85338-5613 * 623/853-9901 * FAX 623/853-9902
2838 W. Ruthrauff Road * Tucson, Arizona 85705-1860 * 520/887-2170 * FAX 520/408-0832

VERTICAL TURBINE

Ticket #:	001-00-002301	Job Number:	1011078
Job Name:	CW #5 - Pull Well Pump	Technician: JAKE	Date: 3/22/11
Customer:	Mesa (City)		



MATERIAL OF CONSTRUCTION			
Bowl:	15"	Impeller:	7 vanes
Bowl Shaft:	2 3/16	Shaft Coupling:	2 3/16 10 thd
Bowl Bearing:	marine	Shaft Bearing:	3 1/2 P
Strainer:	12" Cone	Bowl W/R:	No
Impeller W/R:	No	Column Pipe:	10" T
Lineshaft:	2 3/16 10 thd	Packing Size:	
Base Plate:		Head Color:	TAN
Seal Type:	Packing / Mechanical		
PUMP			
MFR:	Am turbine	Serial #:	L238361
Type:	closed	Discharge Head:	FAB
Suction:	12" T	Discharge:	12"
Lubrication:	oil	Model:	15 M 200
Stages:	5	Trim:	Full
MOTOR			
MFR:		Type:	
HP:		RPM:	
Phase:		Name Plate Amps:	
Voltage:		Serial #:	
Frame No:			
Oil Type:	Grease / Synthetic / Conventional		
SEAL INFORMATION			
MFR:		Model:	
Serial #:		Bore Size:	

REMARKS

Fine sand found in Pump.
10/20 stickup
3 1/2 x 23/16 peerless bearing is good.
Needs bowl shaft worn from tight rubbers.
Had S.S. Bolts.
Bowl Bearings need to be replaced.
Need 5 - O-rings

*CONFIDENTIAL

Stage	Impeller Skirt	Bowl / Clearance	Bearing Type	Status / Clearance
Suction	6.960	7.062 / .102	Bronze Rubber Combination Marine Graphite	Good or Bad / swelled
Bowl 1	6.963	7.064 / .101	Bronze Rubber Combination Marine Graphite	Good or Bad / swelled
2	6.967	7.065 / .098	Bronze Rubber Combination Marine Graphite	Good or Bad / swelled
3	6.968	7.068 / .100	Bronze Rubber Combination Marine Graphite	Good or Bad / swelled
4	6.966	7.070 / .104	Bronze Rubber Combination Marine Graphite	Good or Bad / swelled
5		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
6		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
7		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
8		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
9		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
10		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
11		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
12		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
13		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
14		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
15		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
16		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
17		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
18		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
19		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
20		/	Bronze Rubber Combination Marine Graphite	Good or Bad /
Discharge		/	Bronze Rubber Combination Marine Graphite	Good or Bad / .012

*CONFIDENTIAL

Weber Group, L.C.

Water Resources

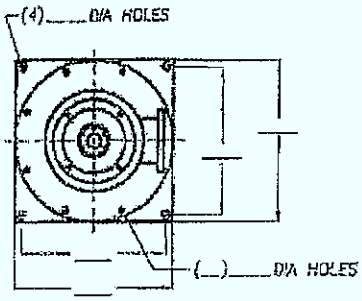
16825 S. Weber Drive * Chandler, Arizona 85226-4112 * 480/961-1141 * FAX 480/961-0290
18403 W. McDowell Road * Goodyear, Arizona 85338-5613 * 623/853-9901 * FAX 623/853-9902
2838 W. Ruthrauff Road * Tucson, Arizona 85705-1860 * 520/887-2170 * FAX 520/408-0832

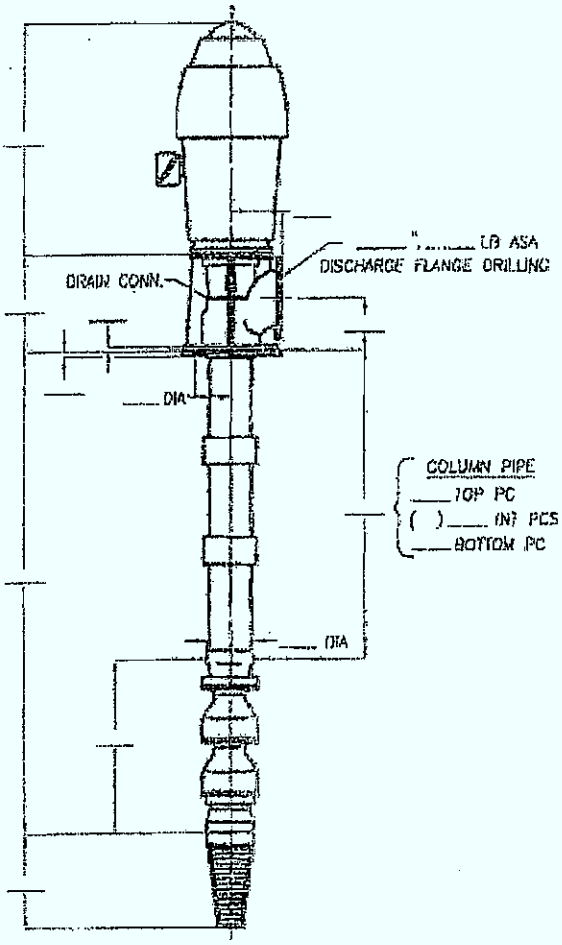
VERTICAL TURBINE

Ticket #: 001-00-002484 Job Number: 1011078

Job Name: CW #5 - Pull Well Pump Technician: JAKE Date: 4/13/11

Customer: Mesa (City)





MATERIAL OF CONSTRUCTION			
Bowl:	15	Impeller:	7 vanes
Bowl Shaft:	2 3/16	Shaft Coupling:	2 3/16 coupled
Bowl Bearing:	marine	Shaft Bearing:	3 1/2 ρ
Strainer:	12" cone	Bowl W/R:	no
Impeller W/R:	no	Column Pipe:	10" T
Lineshaft:	2 3/16 threaded	Packing Size:	
Base Plate:		Head Color:	TAN
Seal Type:	Packing / Mechanical		
PUMP			
MFR:	Am turbine	Serial #:	L 238 36L
Type:	closed	Discharge Head:	FAB
Suction:	12" T	Discharge:	12"
Lubrication:	oil	Model:	15 M 200
Stages:	5	Trim:	Full
MOTOR			
MFR:		Type:	
HP:		RPM:	
Phase:		Name Plate Amps:	
Voltage:		Serial #:	
Frame No:			
Oil Type:	Grease / Synthetic / Conventional		
SEAL INFORMATION			
MFR:		Model:	
Serial #:		Bore Size:	

REMARKS 7/8 LAP

10/20 stick up

assemble pump w/ new bearings & o-rings & shaft

Weld on Cone

*CONFIDENTIAL

TUCSON
2838 W. Ruthrauff Rd.
Tucson, AZ 85705
Ph: 520-887-2170

Weber Group L.C.

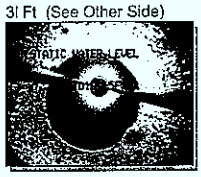
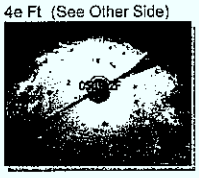
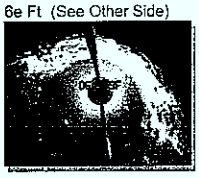
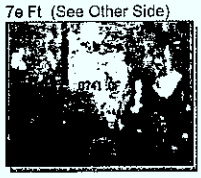
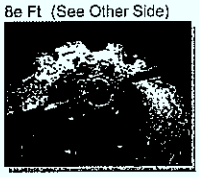
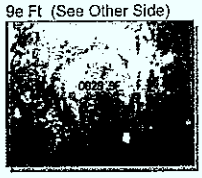
WATER RESOURCES

Corporate Headquarters 16825 South Weber Drive Chandler, AZ 85226
Ph: 480-961-1141 Fax: 480-961-0290

GOODYEAR
18403 W.McDowell Rd.
Goodyear, AZ 85338
Ph: 520-887-2170

Well Video Report

Client: City of Mesa
Survey Date: March 22, 2011
Address: University and Val Vista
Invoice: 1011078 **Run:** 1
City: Mesa **State:** AZ **Zip:**
Well Name: CW #5
Requested By: Gabe Tregaskes **P.O.:**
Well Owner: Mesa
Copy To: Steve Ruppenthal
Camera: CCV Color Flip Camera - Long L.H.
Purpose: General Inspection
Zero Datum: Top of Casing
Location:
Depth: 861.8 ft. **Vehicle:** 95
Field:
Type Perfs: Vertical Slots
Perf Intervals: 500-861.8
1st Csg.O.D. 20 In. **Csg Weight:** **From:** 0 ft. **To:** 861.8 ft.
2nd Csg.O.D. 16 In. **Csg Weight:** **From:** 0 ft. **To:** 861.8 ft.
Standing Water Level: 164.5 ft. **Pumping Water Level:** **Pump Depth:** **O.D.Ref.:** Measured **Casing Buildup:** Moderate, Increasing W/ Depth
Operator: Pete Noel **Lat.:** **Long.:** **Sec:** **Twp:** **Rge:**
Other Information:

Wellbore Snapshots	True Depths: (DownView-Feet)	WELLBORE / CASING INFORMATION
3l Ft (See Other Side)  4e Ft (See Other Side) 	164.5'	Static Water Level.
	501.2'	Down view, top of perfs.
	577.6'	Side view, blocked perf.
	643.9'	Down view of build up.
5e Ft (See Other Side) 6e Ft (See Other Side) 	741'	Side view of open corroded perf.
	769.5'	Down view of heavy build up.
	829.9'	Side view, blocked perf.
7e Ft (See Other Side)  8e Ft (See Other Side) 		
9e Ft (See Other Side)  10l Ft (See Other Side)		Water is cloudy from 164.5' to 500'.
		There appears to be some pitting at 285'.
		Perfs appear to be most blocked from 500' to 720', part open 720' to 740'.
		Perfs appear to be blocked from 790' to 861.8'.

Notes:

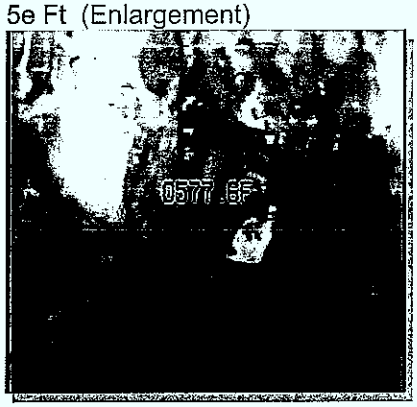
Page Number: 1

8 WELLBORE SHAPSHOTS

3l Ft (Enlargement)

4e Ft (Enlargement)

5e Ft (Enlargement)

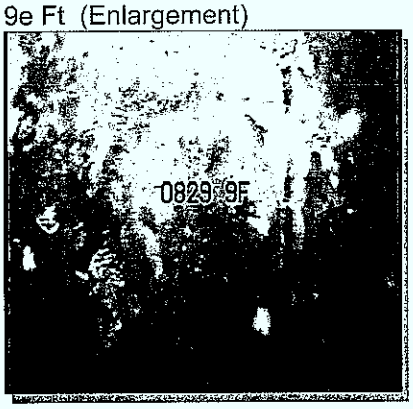


6e Ft (Enlargement)

7e Ft (Enlargement)

8e Ft (Enlargement)

9e Ft (Enlargement)



10l Ft (Enlargement)

Weber Group, L.C.

Water Resources

16825 S. Weber Drive * Chandler, Arizona 85226-4112 * 480/961-1141 * FAX 480/961-0290
18403 W. McDowell Road * Goodyear, Arizona 85338-5613 * 623/853-9901 * FAX 623/853-9902
2838 W. Ruthrauff Road * Tucson, Arizona 85705-1860 * 520/887-2170 * FAX 520/408-0832

DRILLERS LOG

Ticket #:	**001-00-002368**	Job Number:	1011078
Customer:	Mesa (City)	Job Name:	CW #5 - Pull Well Pump
Location:	City Well #5	Driller: Rick Adams	Date: 3-26-11
Rig No:	D18	Well No:	CW #5

	Diameter	Length		Diameter	Length		Diameter	Length
Rope Socket Neck:	3 1/16"		Rope Socket Neck:			Rope Socket Neck:		
Rope Socket Body:	5"		Rope Socket Body:			Rope Socket Body:		
Collar of Jars:	5"		Collar of Jars:			Collar of Jars:		
Collar of Stem:	4 3/4"		Collar of Stem:			Collar of Stem:		
Collar of Bit:	5 1/8"		Collar of Bit:			Collar of Bit:		
Size of Bailer:	10" SP		Size of Bailer:			Size of Bailer:		

	Before Brushing	After Brushing	Before Bailing	After Bailing
Static:	164'			
Total Well Depth:	861'	861+		

Remarks: Mostly fine sand fill, some rust scale

8' 1st pass 5' additional

*CONFIDENTIAL

DRILLERS DAILY ACTIVITY

Date	Hours	Starting Footage	Ending Footage	Total Footage	Daily Activities / Material Description
3-23-11					Mob rig and Equipment to site
3-24-11		500'	861'	361'	Brush well, tag bottom
3-28-11		500'	861'	361'	Brush well, Bail fill, 8' of fill
					Fine sand & rusty scale
3-29-11		500'	700'	200'	Brush quick
		700'	861'	161'	Heavy Brush
				5'	Bail fine sand
3-30-11					Demob Rig

*CONFIDENTIAL

TUCSON
2838 W. Ruthrauff Rd.
Tucson, AZ 85705
Ph: 520-887-2170

Weber Group L.C.

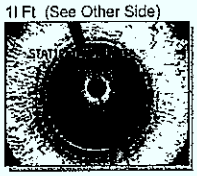
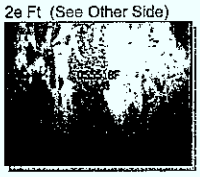
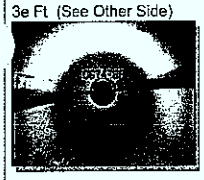
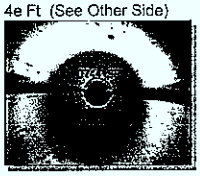
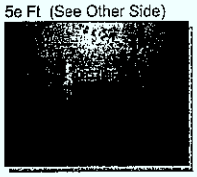
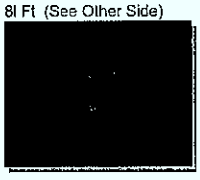
WATER RESOURCES

Corporate Headquarters 16825 South Weber Drive Chandler, AZ 85226
Ph: 480-961-1141 Fax: 480-961-0290

GOODYEAR
18403 W.McDowell Rd.
Goodyear, AZ 85338
Ph: 520-887-2170

Well Video Report

Client: City of Mesa
Survey Date: April 05, 2011
Address: University and Val Vista
Invoice: 1011078 Run: 2
City: Mesa State: AZ Zip:
Well Name: Falcon Field #5
Requested By: Gabe T. P.O.:
Well Owner: City of Mesa
Copy To: Steve Ruppenthal
Camera: CCV Color Flip Camera - Long L.H.
Purpose: General Inspection
Zero Datum: Top of Casing
Location:
Depth: 867.2 ft. Vehicle: 95
Field:
Type Perfs: Vertical Slots
Perf Intervals: 500-867.2
1st Csg.O.D. 20 In. Csg Weight: From: 0 ft. To: 867.2 ft.
2nd Csg.O.D. 16 In. Csg Weight: From: 0 ft. To: 867.2 ft.
Standing Water Level: 164.4 ft. Pumping Water Level: Pump Depth: O.D.Ref.: Measured Casing Buildup: Light
Operator: Pete Noel Lat.: Long.: Sec: Twp: Rge:
Other Information:

Wellbore Snapshots	True Depths: (DownView-Feet)	WELLBORE / CASING INFORMATION
1l Ft (See Other Side)  2e Ft (See Other Side) 	164.5'	Static Water Level.
	555.8'	Side view of plugged perf.
	674.8'	Down view of mostly open perfs.
	744.9'	Down view of open perfs.
3e Ft (See Other Side)  4e Ft (See Other Side) 	853.3'	Side view of mostly open perf.
	860.8'	Down view of blocked perfs.
	864.3'	Side view of blocked perf.
5e Ft (See Other Side)  6e Ft (See Other Side)	867.2'	Fill.
		There appears to be a light film over most perfs.
7e Ft (See Other Side) 8l Ft (See Other Side) 		

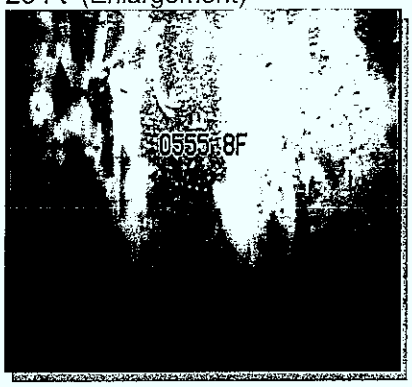
Notes:

Page Number: 1

8 WELLBORE SHAPSHOTS

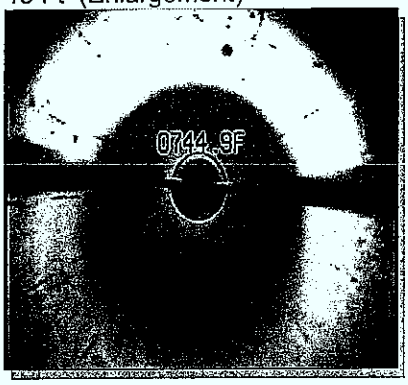
1l Ft (Enlargement)

2e Ft (Enlargement)

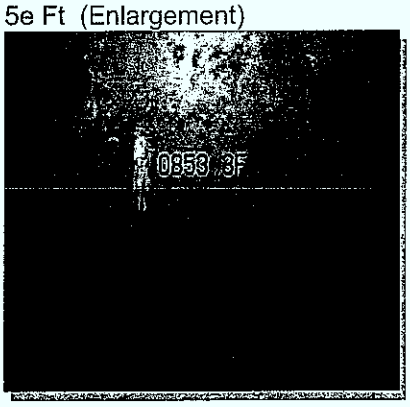


3e Ft (Enlargement)

4e Ft (Enlargement)

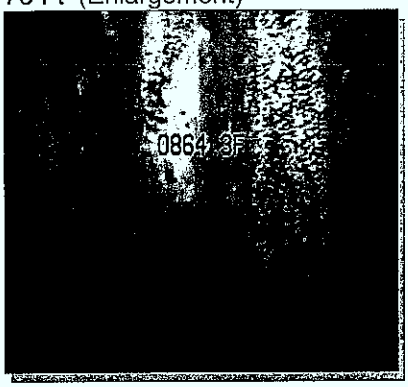


5e Ft (Enlargement)

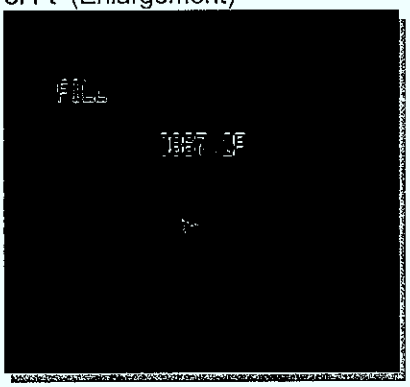


6e Ft (Enlargement)

7e Ft (Enlargement)



8l Ft (Enlargement)



Weber Group, L.C.

Water Resources

16825 S. Weber Drive * Chandler, Arizona 85226-4112 * 480/961-1141 * FAX 480/961-0290
18403 W. McDowell Road * Goodyear, Arizona 85338-5613 * 623/853-9901 * FAX 623/853-9902
2838 W. Ruthrauff Road * Tucson, Arizona 85705-1860 * 520/887-2170 * FAX 520/408-0832

INSTALL REPORT

Ticket #: **001-00-002300** Job Number: 1011078

Customer: Mesa (City)

Location: City Well #5 Job Name: CW #5 - Pull Well Pump

Well Casing Diameter: 16" ID Completed By: David Silvas Date: 4-15-11

Electrical Tag Out: Yes / No By: Other Type Work: Lineshaft: [X]

Blades Pulled: Yes / No Submersible: [ ]

Well Cover Installed: Yes / No Booster: [ ]

Weight of Pump: Test Pump: [ ]

Materials To Yard: **Chandler / Goodyear / Tucson**

Materials At Site:

Materials Needed:

Special Site Conditions & Remarks:

Daily Footage Installed:

ate: 4-14-11	Ft: 320	Date:	Ft:	Date:	Ft:
Date: 4-15-11	Ft: 180	Date:	Ft:	Date:	Ft:

*CONFIDENTIAL

Pump Specifications

Discharge / Pump

Head:	Make:	Model:	Size:	Color:
Motor #:	Mfg: US	HP: 450	Frame: 5800 PH	Type: HU
Motor Name Plate Amps: 455	RPM: 1770	CD Length:	Volts: 460	Service Factor: 1.15

Gear Head #:	Make:	Model:	HP:	Ratio:
RPM:	CD Length:	Fuel Type:		
Engine Make:	Model:	HP:	RPM:	

Headshaft Lgth:		Top Dia:	Thds:	Bot Dia:	Thds:
2 Pc Headshaft lgth:		Top Dia:	Thds:	Bot Dia:	Thds:
Stretch Tube Lgth:		Top Dia:	Thds:	Bot Dia:	Thds:
2 Pc Stretch Tube Lgth:		Top Dia:	Thds:	Bot Dia:	Thds:
Discharge Lgth:	Dia:	Shroud:	Size:	Material:	Length:
Suction Lgth:	Dia:	Butt / Taper			
Strainer: Yes / No		Material:	Bronze / Steel / Stainless		
Head Col Lgth: 4'		Dia: 12" x 10"	Thds: Taper	Tube: 3 1/2"	Shaft: 2 3/16"
# of pcs: 25	Col Lgth: 20'	Dia: 10"	Thds: Taper	Tube: 3 1/2"	Shaft: 2 3/16"
# of pcs:	Col Lgth:	Dia:	Thds:	Tube:	Shaft:
# of pcs:	Col Lgth:	Dia:	Thds:	Tube:	Shaft:
# of pcs:	Col Lgth:	Dia:	Thds:	Tube:	Shaft:
# of pcs:	Col Lgth:	Dia:	Thds:	Tube:	Shaft:
# of pcs:	Col Lgth:	Dia:	Thds:	Tube:	Shaft:
# of pcs:	Col Lgth:	Dia:	Thds:	Tube:	Shaft:
# of pcs:	Col Lgth:	Dia:	Thds:	Tube:	Shaft:
# of pcs:	Col Lgth:	Dia:	Thds:	Tube:	Shaft:
Bowl Col Lgth (1st one off the bowl) 20'		Dia: 10"	Thds: Taper	Tube: 3 1/2"	Shaft: 2 3/16"
Total Col Setting: 504		Airline Size: 1/4"	Material: SS		Length:
	Access Line Size:		Material:		Length:
	Sounding Tube Size:		Material:		Length:

Bowl Pump Type: 10M 200	# Stgs.: 5	Butt / Taper	GPM:	TDH:
Bowl Mfg: N/A	Model:		Serial #: L23836L	
Bowl Shaft Dia.: 2 3/16"	Stickup: 20		Top Dia: 2 3/16'	Thds: 10
Tube Adapter Dia / Fit: 3 1/2"	LH / RH:	Size: 3 1/2"	Thds: 10	Stickup: 10

Well #: 5	Top Dia: 16" ID	To Depth:	Total Depth:
Size Liner:	From Depth:	To Depth:	
Size Liner:	From Depth:	To Depth:	
Perforations:			

*CONFIDENTIAL

Weber Group, L.C.

Water Resources

16825 S. Weber Drive * Chandler, Arizona 85226-4112 * 480/961-1141 * FAX 480/961-0290
18403 W. McDowell Road * Goodyear, Arizona 85338-5613 * 623/853-9901 * FAX 623/853-9902
2838 W. Ruthrauff Road * Tucson, Arizona 85705-1860 * 520/887-2170 * FAX 520/408-0832

DIAGNOSTIC EVALUATION

Ticket #: **001-00-002300** ☐ Service Call ☐ Start Up ☐ Efficiency Test

Customer: Mesa (City) Job Number 1011078

Address: University & Val Vista Installed By: David Silvas Install Date: 4-20-11

City: Mesa State: AZ Zip:

Contact: ~~XXXXX~~ Steve Ruppenthal

Phone: ~~(480) 644-2399~~ (480) 644-2140 Fax: Cell: (480) 352-1905

MOTOR

Model #: Date Code: HP: 450 Voltage: 460 Phase: 3 RPM: 1770

Manufacturer: US Serial #: Amps: 495 Cycle:

PUMP

Manufacturer: N/A Model # Curve #: Design: GPM @: ft

TDH: NPSH Required: NPSH Available: ft Actual Pump Delivery: GPM @: PSI

Operating Cycle: ON (Min / Hr) OFF (Min / Hr) Serial #:

POWER SUPPLY

Cable: Service Entrance to Control ft AWG / MCM Copper / Aluminum Jacketed / Individual Conductors

Cable: Control to Motor ft AWG / MCM Copper / Aluminum Jacketed / Individual Conductors

CONTROL PANEL

Panel Manufacturer:

Short Circuit Device: ☐ Circuit Breaker Rating: Setting:

☐ Fuses Rating: Type:

☐ Standard ☐ Delay

Starter Manufacturer: Starter Size:

Type of Starter: ☐ Full Voltage ☐ Autotransfer

☐ Other Full Voltage In: sec

Heater Manufacturer:

Number: Adjustable Set at: amps

Sutrol-Plus: Yes / No Registration #:

If yes, Overload Set: Yes / No Set at: amps

Underload Set: Yes / No Set at: amps

Controls Grounded to: ☐ Well Head ☐ Motor

☐ Rod ☐ Power Supply

Ground Wire Size: AWG / MCM

☐ Site is Clean and Presentable

Technician: John Peral Date: 4-20-11

MEG OHMS

Initial Megs (motor, lead, & cable):

T1 T2 T3

Installed Megs (motor, lead, & cable):

T1 T2 T3

INCOMING VOLTAGE

No Load:

L1-L2 N/A L2-L3 L1-L3

Full Load:

L1-L2 478 L2-L3 481 L1-L3 480

RUNNING AMPS

HOOKUP 1:

Full Load:

L1-L2 365 L2-L3 370 L1-L3 379

% Unbalance

Notes: Pump ran good 1/4 air line
no sounding well

*CONFIDENTIAL

[X] Open all Appropriate Valves [X] Check Motor Oil [X] Conventional [ ] Synthetic

[X] Check & Set Drip Oil Drips / Minute: 30 [X] Check Rotation

		Date: 4-20-11	Date:	Date:	Date:	Date:
		Time:	Time:	Time:	Time:	Time:
Take Stretch		Turns From Free:	Turns From Free:	Turns From Free:	Turns From Free:	Turns From Free:
Pressure Readings in PSI	Airline, Static	N/A				
	Airline, Pumping					
	Discharge Head	50	Open discharge			
Airline Length - Feet						
Airline Static Pressure - Feet						
Static Water Level		N/A				
Airline Length - Feet						
Airline Pumping Pressure - Feet						
Pumping Level		N/A				
Drawdown						
Total Discharge Head - Feet						
Flow Reading	Meter	2550	Open discharge			
	Orifice					
EFFICIENCY TEST DATA						
Capacity	GPM					
GPM Per Foot Drawdown						
Meter Data: Revs / Sec						
KW Input						
HP Input						
BHP Input to Pump @ % Motor Eff.						
Pump RPM						
Load Volts						
Load Amps						
Water Horsepower						
Pump Efficiency						
Overall Efficiency						
KWH per Acre Foot						
PPM Sand						

Pump Setting: N/A Column Size: N/A Discharge Dia:

Remarks: Pump ran good

*CONFIDENTIAL

Pricing and Compensation Forms

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Deep Well and Well Pump Maintenance and Repair** to the City of Mesa at the price(s) stated below.

Repair Parts
Percent markup for repair parts, purchased by the Contractor, shall be 20 %

- Parts to be fabricated by contractor shall be quoted before use in repairs for City of Mesa.
- No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor.
- Contractor shall provide evidence of purchased price for all repair parts to be marked up. Contractor shall provide a firm quote for all purchased repair parts and receive a written confirmation from the City before ordering.

Price for pump rig (removing / re-installing well) and three man crew.
Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization:

$ 150 /hour straight time while onsite
$ 225 /hour weekend, holiday and/or overtime rate while onsite

* **Price for well rig (conduct well maintenance activities such as brushing and bailing well) and two man crew.**
Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization:

$ 225 /hour straight time while onsite
$ 335 /hour weekend, holiday and/or overtime rate while onsite

Flat Rate Price: Must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.

Service	Flat Rate Price	Per
Vibration Analysis	$ 450	Job
Rig, Boom truck and Crew to/from site or to/from shop	$ 150	Hour
Crew Only to/from site; rig in-place	$ 100	Hour
Parts and Materials to/from site on flatbed truck	$ 90	Hour
Well video, to/from site, wells up to 1,200 feet deep. Includes written report of well video and one DVD of well video	$ 800	Job
Pump Efficiency Test	$ 350	Job
Machine Shop Labor Rate	$ 70	Hour
Pumpman Rate	$ 75	Hour
Crane Truck and Operator Rate	$ 85	Hour
Field Labor Hourly Rate – Straight Time	$ 55	Hour
Field Labor Hourly Rate – Weekend, Holiday and After Hours	$ 75	Hour
Shop Labor Rate – Straight Time	$ 60	Hour
Shop Labor Rate – Weekend, Holiday and After Hours	$ 90	Hour
Machine Shop/ Welding Labor Rate – Straight Time	$ 70	Hour
Machine Shop/ Welding Labor Rate – Weekend, Holiday and After Hours	$ 90	Hour

Vendor Name Weber Group, LC Date: 05/03/2011

PRICING AND COMPENSATION

The contractor agrees to start emergency jobs within 1 calendar days after receiving notice from the City. (A three-day maximum is requested; response time will be an important consideration in awarding the contract). The contractor agrees to work until the repair is complete; including weekends and/or holidays unless they are excluded by the City at the time service is requested.

The time frame for disassembly and inspection shall be no more than 3 working days from the time the contractor picks up the pump. The time frame for repair after shall be stated on the estimate.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the proposal prices.

No fuel surcharges will be accepted.

Payment terms (not less than net 30 days): Net 30 days

Completed W-9 Form Attached? X Yes _____ No (A "no" answer will not disqualify your bid.)

Does Respondent agree to honor the prices, terms and conditions to other agencies as specified in section S.38?
X Yes _____ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? _____ Yes X No

Discount for Procurement Card Purchases? _____%

Respondent complies with S.9 "Compliance With Applicable Law"? X Yes _____ No

ADDENDA

Proposers are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial and date for each addenda received, if applicable):

Addenda #1 dated ___/___/____ received by _____.

Addenda #2 dated ___/___/____ received by _____.

Addenda #3 dated ___/___/____ received by _____.

Vendor Name Weber Group, LC Date: 05/03/2011

VENDOR QUESTIONNAIRE

GENERAL Weber Group, L.C.

Years in Business providing similar services: 13 years

Contractor's License No(s): KA 146267 Type: Dual Engineering
(Submit a copy with the proposal) KB-01 146265 Dual Building Contractor
L-11 146266 Electrical

Number of employees at location serving this contract: 50

Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.

Firm/Government Agency Name: City of Mesa

Contact Person: Steve Ruppenthal	Phone: 480-644-2140
Address: P.O. Box 1466 Mesa, AZ 85211	Fax:
	E-Mail Address: steve.ruppenthal@mesaaz.gov

$ Value of Work, Supplies/Services and Dates Provided:
$375,000 Maintenance Contract thru 6-30-2011

Firm/Government Agency Name: City of Scottsdale

Contact Person: Dan Lamm	Phone: 480-312-6523
Address: 9312 N. 94th Street Scottsdale, AZ 85258	Fax:
	E-Mail Address: dlamm@scottsdaleaz.gov

$ Value of Work, Supplies/Services and Dates Provided:
$295,000 Maintenance Contract thru 2-9-2012

Firm/Government Agency Name: City of Phoenix

Contact Person: Gary Gin	Phone: 602-495-5654
Address: 200 W. Washington, 8th Floor Phoenix, AZ 85009	Fax:
	E-Mail Address: gary.gin@phoenix.gov

$ Value of Work, Supplies/Services and Dates Provided:
Maintenance Contract thru 12-31-2011

Vehicle/ Equipment Inventory which is available for this contract:

*See attached

Vendor Name Weber Group, LC Date: 05/03/2011

VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:

*See attached

Subcontractors:
List subcontractor that will participate in carrying out the obligations of any resulting contract.

Subcontractor Contact Name: Bragg Crane/ Jerry Barnette	Phone: 602-233-0205
Contractor License Type: General Engineering	Type/Number: ROC 213224
Subcontractor Contact Name: D.S. Hanback / Doug Hanback	Phone: 602-430-8948
Contractor License Type: Certified Vibration Specialist	Type/Number: 0206-0667B
Subcontractor Contact Name: Keller Elect./Danny Marone	Phone: 602-437-3015
Contractor License Type: L-11 Electrical	Type/Number: ROC 0760007
Subcontractor Contact Name: Longmire Well Services Mike Longmire	Phone: 520-384-0816
Contractor License Type:	Type/Number:

List any other information which may be helpful in determining your qualifications for this contract:

Longmire performs swedging and patching of well casing.

FINANCIAL

Company Management: Provide names and years with the Company:

President: LLC Manager: Martin Weber - 13yrs

Controller: Ann Echerivel - 1 yr

Contractor/Representative (Who would handle this account: submit resume with proposal):

Gabe Tregaskes - 11yrs

Yearly sales volume at location serving this contract: Will not disclose.

Banking References:

Bank: Wells Fargo Bank

Location: 2410 S. Power Road, Mesa, AZ 85208

Officer Rhonda Curtis

Vendor Name Weber Group, LC Date: 05/03/2011

VENDOR QUESTIONNAIRE

Bank: Wells Fargo Bank	
Location: 2410 S. Power Rd., Mesa, AZ 85208	
Officer: Rhonda Curtis	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Government Agency Name: Sunstate Equipment Co.	
Contact Person: Dana Hammond	Phone: 602-683-2308
Address: 5425 E. Washington Phoenix, AZ 85034	Fax: 602-275-2764
	E-Mail Address:
Supplier of: Rental Equipment	
Firm/Government Agency Name: Cemex/United Metro Materials	
Contact Person: Angela Melara	Phone: 602-416-2951
Address: P.O. Box 52140 Phoenix, AZ 85072	Fax: 602-416-2860
	E-Mail Address:
Supplier of: Cement	
Firm/Government Agency Name: American Turbine Pump	
Contact Person: Kathy Sherrod	Phone: 806-747-3248
Address: Route 15, Box 45 Lubbock, TX 79415	Fax: 806-747-4329
	E-Mail Address:
Supplier of: Pumps / Pump Parts	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile: BBVA Compass Insurance / Craig Ankeney	
General/Contractor Liability: BBVA Compass Insurance / Craig Ankeney	
Bonding: BBVA Compass Insurance / Jorge Mendez	

Vendor Name Weber Group, LC Date: 05/03/2011

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Standard Terms and Conditions may render a Proposal Non-responsive.**

__x__ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this proposal

__X__ Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

Additional Materials submitted (mark one):

_____ No additional materials have been included with this proposal

__X__ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name Weber Group, LC Date: 05/03/2011

VENDOR INFORMATION

Company Legal/Corporate Name: Weber Group, LC

Doing Business As (if different than above): _____

Address: 16825 S. Weber Dr.

City: Chandler State: AZ Zip: 85226 - 4112

Phone: (480) 961-1141 Fax: (480)961-0290

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: 86-0951751 DUNS # 119-328-883

Remit to Address (if different than above):

Address: _____

City: _____ State: ___ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: ___ Zip: _____

Contact for Questions about this proposal:

Name: Gabe Tregaskes Fax: (480)961-0290

Phone: (480)265-2245 E-Mail Address: gabe@webergrouplc.com

Day-to-Day Project Contact (if awarded):

Name: Gabe Tergaskes Fax: (480) 961-0290

Phone: (480)265-2245 E-Mail Address: gabe@webergrouplc.com

Sales/Use Tax Information (check one):

____ Proposer is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

____ Proposer is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

X Proposer is located in Arizona (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: 07-592407-R
City Sales Tax Number: 00087245 City of: Mesa, AZ
Sales Tax Rate: 5.88%

____ Certified Small Business Certifying Agency: _____
____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

SKIP THIS AFFIDAVIT IF:
X Bidder is a(n) LLC, **Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:
_____ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.11 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

_____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: ___ ___ ___ ___

_____ 2. **Arizona non-operating identification License.**
Print first 4 numbers/letters: ___ ___ ___ ___

_____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____: Place of birth: _____

_____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____: Place of birth: _____

_____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: ___ ___ ___ ___

_____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport ___ ___ ___ ___
Print first 4 numbers/letters on Visa ___ ___ ___ ___

_____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: ___ ___ ___ ___

_____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: ___ ___ ___ ___

_____ 9. **Refugee travel document.**
Date of Issuance: _____: Refugee Country: _____

_____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: ___ ___ ___ ___

_____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____: Place of Issuance: _____

_____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____: Name of Tribe: _____

_____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____: Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature	Business/Company Name
Print Name	Verification of Attachment by City Staff Member:
Date	Signature Date

OFFER AND ACCEPTANCE

By signing and submitting this Proposal, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Mesa.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
i) Under the provision of A.R.S. §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
k) It is current in all obligations due to the City.
l) It will accept such terms and conditions in a resulting contract if awarded by the City.
m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Weber Group, L.C.

Signature: Fred Tregaskes

Printed Name: Fred Tregaskes

Title: President

Date: 05/03/2011

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2011130.**

Term (if different than stated in the Milestones) _____ through _____

Awarded this ____ day of _____, 20____

_____
Edward Quedens, CPPO, C.P.M.
As Business Services Director

Weber Group, L.C.

INVOICE: 0008397-IN

Sold To: MESA (CITY)
ATTN: WATER RESOURCES
P. O. BOX 1466
MESA, AZ 85211-1466

Final
J/F 1 of 1

Date:	11/30/09
Job Number:	1029-094
Completion Date:	PAY REQUEST # 1
Salesperson:	GABE TREGASKES
Terms:	NET 30 DAYS
Customer PO:	2008114
Sales Tax Code:	AZ MARMS

Description: CITY WELL # 12

DESCRIPTION	SALES CD	TX	QUANTITY	PRICE	AMOUNT
CONTRACT NUMBER: 2008114 - ORDER NUMBER: 104274 CITY WELL # 12 - PER QUOTE OF 10-07-09 TO STEPHEN GANSTROM TO REPLACE THE WATER FLUSH INNER COLUMN WITH NEW OIL LUBED INNER COLUMN:					
REBUSH BOWLS WITH O/L BEARING AND ASSEMBLE.	CHWSMUN	TX	1.00	500.00	500.00
BRUSH, CLEAN AND CHLORINATE TUBES - HRS.	CHWSMUN	TX	20.00	50.00	1,000.00
BRUSH EXISTING SS SHAFTS-HRS.	CHWSMUN	TX	10.00	50.00	500.00
MAN HRS. ASSEMBLE INNER COLUMN.	CHWSMUN	TX	24.00	50.00	1,200.00
3 MEN & FLOAT/CT - HRS. STAB AND HAUL PIPE.	CHWSMUN	TX	8.00	225.00	1,800.00
REPAIR 12" COLUMN JOINT DAMAGED - HRS.	CHWSMUN	TX	4.00	80.00	320.00
MACHINE BEARING SEIZED ON SHAFT - HRS.	CHWSMUN	TX	2.00	70.00	140.00
INSTALL PUMP - HRS. **ADDITIONAL HOURS APPROVED BY ALAN MARTINDALE.	CHWSMUN	TX	28.00	225.00	6,300.00
START UP	CHWSMUN	TX	1.00	300.00	300.00
VIBRATION ANALYSIS - HRS.	CHWSMUN	TX	4.00	141.00	564.00
ELECTRICAL HOOKUP - COMPLETED BY CITY OF MESA.	CHWSMUN	TX	0.00	0.00	0.00

CONTINUED

CS
LC

ber Group, L.C.

INVOICE: 0008397-IN

Sold To: MESA (CITY)
ATTN: WATER RESOURCES
P. O. BOX 1466
MESA, AZ 85211-1466

J/F

Date:	11/30/09
Job Number:	1029-094
Completion Date:	PAY REQUEST # 1
Salesperson:	GABE TREGASKES
Terms:	NET 30 DAYS
Customer PO:	2008114
Sales Tax Code:	AZ MARMS

Description: CITY WELL # 12

ESCRIPTION	SALES CD	TX	QUANTITY	PRICE	AMOUNT
TERIALS - NONTAXABLE					
TERIALS - TAXABLE					
3" x 1-15/16" OIL-LUBED BEARINGS @ 2,960.00	CHWSMUN	NT	1.00	4,971.40	4,971.40
3" x 5' OIL TUBES @ 142.00	CHWSMUN	TX	1.00	680.60	680.60
TOP TUBE REPLACEMENT @ 150.00					
OIL DRUM, STAND & SOLENOID @ 1,680.00					
SS STRAPS FOR AIRLINE @ 180.00					
GALLONS OF DRIP OIL FOR INSTALLATION @ 40.00					
4' x 5' OIL DRUM PAD WITH WINGS @ 500.00					

Net Invoice:	18,276.00
Sales Tax:	696.23
Invoice Total:	**18,972.23**

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Weber Group, L.C.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
16825 S. Weber Drive

Requester's name and address (optional)

City, state, and ZIP code
Chandler, AZ 85226-4112

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ ☐☐ ☐☐☐☐

or

Employer identification number
86 ¦ 0951751

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Susan Collins Date ▶ 05/03/2011

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEBER GROUP, L.C.

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Utility Service Co., Inc.

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize reservoir preventative and corrective maintenance services from Utility Services Company, Inc. through a Cooperative Purchasing Agreement in an amount not to exceed an annual total of $100,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City has a combination of 16 reservoirs and tanks that store potable water, backwash waste, and sludge at the water production facilities. These facilities need to have preventative and corrective maintenance performed by an outside vendor. On a routine and scheduled basis, these tanks require visual inspection to evaluate structural aspects such as rafters, foundation, weld seams, anchor bolts, and cathodic protection. These inspections also include sanitary, security and safety aspects such as condition of roof hatches, roof vents, overflows, interior and exterior ladders, and man ways. Over time, the coatings of the reservoirs and tanks need to be tested for adhesion and thickness as well. Combining the visual inspections and testing of the various reservoirs and tanks allows for a means to evaluate the conditions of the reservoirs so that structural repairs and coatings can be addressed, planned and budgeted for over the life of the reservoir or tank. By having a contract in place with an outside contractor, our safety, preventative maintenance, and repair needs can be met as well as providing information used to prioritize the reservoir asset management program. Utility Services Company, Inc. offers the preventative and corrective maintenance services that are needed to ensure an economical and pro-active approach to maintaining and protecting these capital assets.

DISCUSSION:

The City of Avondale has secured a contract price with Utility Services Company, Inc., to provide comprehensive reservoir and tanks inspections, maintenance and repairs. After a competitive bid process, the City of Peoria entered into Contract No. ACON57409. The City is permitted under Section 25-24 of the City Code to procure services under the Peoria Contract without further public bidding. The Peoria Contract permits its cooperative use by other governmental agencies including the City of Avondale. This Cooperative Purchase Agreement will allow Public Works staff to assign inspections, structural repairs, coating testing and reapplication services as needed in the asset management program by Utility Service Company, Inc., for the remaining contract period.

BUDGETARY IMPACT:

The funding for the work provided under this Cooperative Purchasing Agreement is available in the Water Production Budget: 501-9122-00-6770.

RECOMMENDATION:

Staff is recommending that the City Council authorize reservoir preventative and corrective maintenance services from Utility Services Company, Inc. through a Cooperative Purchasing Agreement in an amount not to exceed an annual total of $100,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Utility Services Company, Inc. approval letter
- Agreement

UTILITY SERVICE
SHELDON SHELTON
VICE PRESIDENT OF SALES
P O BOX 1350
PERRY, GA 31069
TEL 800-223-3695
FAX 801-740-0323
SSHELTON@UTILITYSERVICE.COM
WWW.UTILITYSERVICE.COM

Todd Carpenter
Water Resource Superintendent
City of Avondale

October 21, 2011

Dear Todd,

This letter is to notify you that Utility Service Company will allow for the City of Avondale to "piggyback" on the cooperative purchasing agreement set in place within the City of Peoria water storage tank agreement.

Please let me know if you need anything additional and we certainly look forward to working with you in the near future.

Yours sincerely,

Sheldon Shelton
Vice President of Sales

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UTILITY SERVICE CO., INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of December 5, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Utility Service Co., Inc., a Georgia corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Peoria, Arizona ("Peoria"), entered into Contract No. ACON 57409 dated October 23, 2009, as amended by that certain Amendment Number One dated July 27, 2010 and as amended by that certain Amendment Number Two dated August 1, 2011 (collectively, the "Peoria Contract") for the Contractor to provide comprehensive portable water tank inspection and incidental repair services. A copy of the Peoria Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such goods and services under the Peoria Contract, at its discretion and with the agreement of the awarded Contractor, and the Peoria Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Peoria Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with portable water tank inspections, cleanings and incidental repairs and renovations as more particularly set forth in Section 2 below (the "Materials and Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 31, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Peoria Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Peoria Contract has been extended pursuant to its renewal options, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the

Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Peoria Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Peoria Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Peoria Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Peoria Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Peoria Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of a non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order, etc.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $100,000.00 for Materials and Services at the unit rates as set forth in the Peoria Contract. The maximum aggregate amount for this Agreement shall not exceed $300,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Peoria Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all of 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 (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have

the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, 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 a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the Peoria Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Peoria Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Peoria Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the Peoria Contract, or by law, or the City's acceptance of and payment for Materials or Services shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the Peoria Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12. Indemnification; Insurance. To the extent provided under the Peoria Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to Peoria, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to,

the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or Services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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

"City"

CITY OF AVONDALE, an
Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

"Contractor"

UTILITY SERVICE, CO., INC., an Arizona corporation

By: _____

Name: Sheldon Shelton

Title: Vice President of Sales

(ACKNOWLEDGMENT)

STATE OF Georgia)
) ss.
COUNTY OF Houston)

This instrument was acknowledged before me on November 28, 2011, by Sheldon Shelton, as Vice President of UTILITY SERVICE, CO., INC., an Arizona corporation, on behalf of the corporation.

Regina Arthur
Notary Public in and for the State of Georgia

(affix notary seal here)

REGINA ARTHUR
Notary Public, Georgia
Houston County
My Commission Expires
June 08, 2014

1621452.1

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UTILITY SERVICE, CO., INC.

[Peoria Contract]

See following pages.

City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No	**P09-0080**	Proposal Due	**June 25, 2009**
Materials and/or Services	**Potable Water Tank Inspections**	Proposal Time	5 00 P M AZ Time
		Contact	**Athena Bonner,CPPB**
Project No	Location City of Peoria, Materials Management Mailing Address 8314 West Cinnabar Avenue, Peoria, AZ 85345	Phone	(623) 773-7115

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above Late proposals will not be considered, except as provided in the City of Peoria Procurement Code ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package

OFFER

To the City of Peoria The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City

For clarification of this offer contact

Name STEPHEN J. SULLIVAN Telephone 800.223.3695 Fax 478.987.2991

UTILITY SERVICE CO., INC. (Company Name) — Authorized Signature for Offer

P.O. BOX 1350 (Address) — STEPHEN J. SULLIVAN (Printed Name)

PERRY GA 31069 (City, State, Zip Code) — VP, WESTERN SALES (Title)

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained The contract consists of the following documents 1) Request for Proposal issued by the City, 2) Your offer in Response to the City's Request for Proposal, 3) This written acceptance and contract award

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications amendments and your offer as now accepted by the City The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed

Attested by
for Rhonda Simmons
Mary Jo Kief, City Clerk

City of Peoria, Arizona Effective Date 10/24/09

Approved as to Form Ellen Van Riper, Assistant City Attorney
Stephen M. Kemp, City Attorney

CC

Contract Number ACON57409

Contract Awarded Date October 23, 09

Official File

Herman Koebergen, Materials Manager

COP 203RFP (10/01/08) CW

ACON57409

SOLICITATION AMENDMENT

Solicitation No P09-0080
Description: **Potable Water Tank Inspections**
Amendment No One (1)
Solicitation Due Date: June 25, 2009
Solicitation Due Time 5:00PM Local Time

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax (623) 773-7118

Buyer: Athena Bonner, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The attached document "Attachment A" is hereby added to the solicitation. Attachment A provides detailed tank information.

All other provisions of this Solicitation shall remain in their entirety

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature: [signature] Date: 6/24/09

MATTHEW E. TASCH WATER SYSTEMS CONSULTANT
Typed Name and Title

UTILITY SERVICE COMPANY INC.
Company Name

8545 E HEATHERBRAE AVE
Address

SCOTTSDALE AZ 85251
City State Zip

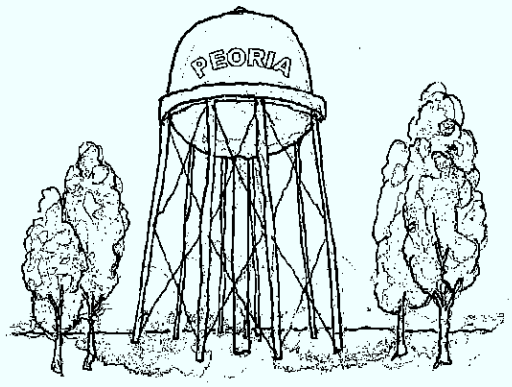
The above referenced Solicitation Amendment is hereby Executed

June 9, 2009

at Peoria, Arizona

[signature]
Athena Bonner
Contract Officer

Copyright 2003 City of Peoria, Arizona
COP 207 (02/01/08)HFK



P09-0086, Attachment A

CITY OF PEORIA
WATER STORAGE RESERVOIRS

ASSET_CODE	SITE NAME	ADDRESS	Date of Manufacture	Status	HEIGHT (ft)	Diameter (ft)	CIRCUMFERENCE (ft)	Base Elevation (ft)	Overflow Elevation (ft)	CAPACITY GALS.	TYPE	CONSTRUCTION	Date Last Inspected
W112	Weedville	14017 N. 73rd Ave.	reconst. 1988	In use	32	74	233	1194.46	1226.46	1,000,000	Ground Set	Welded Steel	
W108	Stone	8928 W. Stone St.	1979	Offline	16	74	232.5	1139.66	1155.66	500,000	Ground Set	Welded Steel	
W201	Peacock Village	17850 N. 67th ave.	1981	Offline	16	74	233	1215.5	1231.5	500,000	Ground Set	Welded Steel	
W103	Sunnyboy (North)	8656 N. 108th Ln.	early 1990's	In use	24	42	132	1115.21	1139.21	250,000	Ground Set	Welded Steel	
W103	Sunnyboy (South)	8656 N. 108th Ln.	early 1980's	In use	24	60	188.5	1115.14	1139.14	500,000	Ground Set	Welded Steel	
W102	Butler	8301 N. 103rd Ave.	1982	In use	32	74	233	1093.68	1125.68	1,000,000	Ground Set	Welded Steel	
W207	Westbrook I	9301 W. Beardsley	1982	Offline	16	85	266	1250.5	1262.5	750,000	Ground Set	Welded Steel	
W203	Union Hills	8901 W. Union Hills	1984	In use	20	92	289.5	1224.2	1256.2	1,000,000	Ground Set	Welded Steel	
R102	Cortez	9901 W. Cortez	reconst. 1988	Offline	24	74	232.5	1510	1542	800,000	Ground Set	Welded Steel	
W112	Arrowhead Shores	15410 N. 67th Ave.	1994	In Use	32	74	233	1177.45	1209.45	1,000,000	Ground Set	Welded Steel	
W112				In Use						1,000,000	Ground Set	Welded Steel	
W204	Ventana I	20000 N. 107th Ave.	1995	Offline	16	106	334	1235	1251	1,000,000	Ground Set	Welded Steel	
R202	Terramar	7075 W. Jomax	1997	In use	16	132	415.5	1130	1146	1,600,000	Ground Set	Welded Steel	
W208	Partridge	9696 W. Beardsley	1997	In use	16	104	327.5	1260.5	1268.5	1,000,000	Ground Set	Welded Steel	
W211	Patterson b	10725 W. Williams	1998	In use	16	135	425.5	1256.25	1272.25	1,500,000	Ground Set	Welded Steel	
W114	Sports Complex (NE)	8206W. Tierra Buena	1999	In use	16	104	327	1135	1151	1,000,000	Ground Set	Welded Steel	
W114	Sports Complex (SW)	8206W. Tierra Buena	1999	In use	16	104	327	1135	1151	1,000,000	Ground Set	Welded Steel	
GWTP	Greenway	7300 W. Greenway Rd.	2001	In use	NA	NA	NA	1193	1207.5	5,000,000	In Ground	Concrete Hopper Bottom	
B203	Westwing (Booster)	26357 N 91st Ave.	2002	In use	16	52	163	1450	1466	250,000	Ground Set	Welded Steel	
R301	Pleasant Valley	9537 W. Kyser Dr.	2002	In use	16	140	440	1190	1206	1,300,000	Ground Set	Welded Steel	
R101	MOC	8608 N. 79th Ave.	2003	In use	27	176	553	1111	1134	4,000,000	In Ground	Cast in place concrete	
R201	Westwing (East)	26327 N. 91st Ave.	2003	In use	307	NA	NA	1473.79	1500	5,000,000	Ground Set	Cast in place concrete	
R201	Westwing (West)	26327 N. 91st Ave.	2003	In use	307	NA	NA	1477.87	1500	5,000,000	Ground Set	Cast in place concrete	
R302	Sonoran Mountain Ranch	29300 N 72nd Ln.	2004	In use	16	126	396	1477.5	1492.5	1,405,000	Ground Set	Welded Steel	
R302			2007	In use						1,065,000	Ground Set	Welded Steel	
W410	Vistancia Zone 4/5	28204 W. El Mirage Road	2004	In use	16	128	402	1390	1405	1,500,000	Ground Set	Welded Steel	
R401	Vistancia Zone 5/6	13050 W. Westland Road	2007	In use						2,500,000	In Ground	Cast in place concrete	
		TOTAL GALLONS								42,420,000			

SOLICITATION AMENDMENT

Solicitation No: P09-0080
Description: **Potable Water Tank Inspections**
Amendment No: Two (2)
Solicitation Due Date: June 25, 2009
Solicitation Due Time: 5:00PM Local Time

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Athena Bonner, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Page 10, Item 11, Proposal Format, Section a., subsections ii and vii have changed as indicated below:

ii. Plan and Method of approach to accomplish the Scope of Work. (8 pages maximum)

- Include your firm's ability to **provide** all requested services
- ~~Include a sample or an exerpt from a sample report~~

vii. Additional Information (not a continuation of the previous items) ~~(5 pages maximum)~~
- **Include a sample or an exerpt from a sample report**

The following documents are now available at the following web address:

1. Pre-Proposal Meeting Sign-In Sheet
2. Both PowerPoint Presentations

Located at:
http://www.peoriaaz.gov/procurement/Materials_bids804F.asp?id=2143

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature: [signature] Date: 6/24/09

MATTHEW G. TASCH WATER SYSTEMS CONSULTANT
Typed Name and Title

UTILITY SERVICE COMPANY INC.
Company Name

8545 E. HEATHERBRAE AVE
Address

SCOTTSDALE AZ 85251
City State Zip

The above referenced Solicitation Amendment is hereby Executed

June 11, 2009

at Peoria, Arizona

[signature]
Athena Bonner
Contract Officer

Copyright 2003 City of Peoria, Arizona
COP 207 (02/01/08)HFK

Amendment
for Potable Water Tank Inspections
City of Peoria, AZ

Request for Proposal Number P09-0080
Utility Service Company, Inc. Response Dated June 25, 2009

The following text is to be added on the page titled "Fee" under the section labeled "Clarifications":

- For Chemical Cleanings, Utility Service will be responsible for neutralizing the wash water in the tank with an NSF approved product before the water is drained.

Utility Service Company, Inc.

VP Sales
Title

8/26/09
Date

City of Peoria, AZ

Contract Officer
Title

8/31/09
Date

UNDERSTANDING OF THE SCOPE OF WORK

Inspection Rotation – 3 year cycle

It is the belief of Utility Service Company, Inc. (USCI) and the AWWA that tanks should be cleaned and inspected at least every 3 years. This is necessary not only to determine long and short term maintenance needs but also to catch and repair premature coating failure sites.

Schedule Development - Identification of Tank Selection

Since the City has a limited budget and it is a serious operational headache for the City to take their potable water storage tanks out of service USCI will focus on limiting tank down time and maximizing value. This will be accomplished by the USCI project manager personally inspecting each site and tank prior to scheduling or beginning any work. In doing so USCI will help the City prioritize which tanks are in most critical condition, learn the challenges of each tank site, and determine what repairs will be necessary to each tank. The end result of this upfront effort will be a smoother, quicker, and more cost effective.

Contractor Qualifications – resources available

- Annually the Utility Service Company does at least:
    - 8,000 tank inspections
    - 5,000 washouts
    - 800 renovation specifications water tanks
    - $1,00,000,000 in annual work
- Employees over 400 full time employees
- Runs over 130 crews year round

Expectations for the report

The purpose of the inspection is to determine the condition of the coatings and structure, and evaluate the tank for compliance with sanitation guidelines, safety & security regulations and guidelines in accordance with AWWA, OSHA, ADEQ, US EPA and US Dept of Homeland Security and related AZ and federal agencies.

The report will cover in detail all aspect of the Safety, Sanitary, Security, Structural, and Coatings for not only the deficient areas but current condition. This will allow the City to create a baseline or on going record of a tanks condition. All aspects will be document both verbally and photographically. Any and all necessary and/or recommended repairs will be clearly referenced.

Create a tank rehabilitation program

Since the Utility Service Company is the largest tank maintenance company in the country; therefore, we are uniquely qualified to help prioritize and develop a system-wide asset management program. Additionally, as a result of USCI performing all repair and renovation services in house, we can accurately provide real cost estimates for all necessary work.

Overall Utility Service Company Objectives

- Provide a one stop shop for all steel potable water tank needs
- Develop a tank rehabilitation and maintenance program that meets the City's needs and budget
- Provide the tank owner with tools to minimize sources that react with chlorine and chloramines (organics and microbiological growth); improve stability of chlorine residual; reduce chlorine demand
- Reduce formation of DBP's through removal of bio-film in the storage tank
- Maintain water storage assets via planned maintenance and routine repairs
- Eliminate thermal stratification utilizing an active mixing system in the storage tank capable of continuous circulation to eliminate thermal stratification, stagnation and short circuiting which cause "old water" issues
- Result: cleaner water, more stable operation, reduced risk of being out of compliance

No Weak Links

Even if the cleanest water had been poured into this glass, would you like to drink out of it?

Or would you prefer to drink out of this glass?

There cannot be a "weak link" in the system or the approach to manage water quality

PLAN AND METHOD OF APPROACH TO ACCOMPLISH THE SCOPE OF WORK

Introduction:

Utility Service Company, Inc. is the largest provider of water tank maintenance services in the United States. Our services are dedicated strictly to the potable water storage industry and have continually evolved since our beginnings of painting water towers in 1963. Our services include engineering inspections, cleaning, painting, steel repairs, sand blasting (including lead abatement), ROV (robotic) inspections, chemical cleanings for biofilm removal, active tank mixing systems, washout services, budget analysis, new tank turn-key procurement services, and full-service asset management programs for water storage tanks and reservoirs. These services are provided by a dedicated staff of over 400 individuals including highly qualified experts in accounting, project management and technology development working in collaborative teams to manage the full spectrum of potable water tank services.

In the early 1980's, as a result of request by tank owners throughout the United States, Utility Service pioneered and developed the concept of the full-service perpetual preventive asset management program. This program was designed to provide tank owners with the most economical, long-term method of maintaining their valuable capital assets. Today, nearly 6,000 tank owners throughout the United States have taken advantage of this concept and placed their tanks under our program.

Additionally, we now offer water quality and regulatory compliance assistance through WaterMix; a comprehensive patent pending process for potable water systems that combines unique technologies with professional services that result in cleaner water. Through the combination of tank maintenance services, chemical cleanings to eliminate bio-film and remove mineral deposits, combined with being the proprietary distributor for a NSF approved active mixing system (to eliminate thermal stratification and stagnation) Utility Service has the experience and knowledge to help the City maintain high chlorine residuals and lower disinfection by products.

Advantages of Working with Utility Service Company:

Understanding Operational Challenge of Water Shut-Down - The unfortunate result of performing any tank cleaning or rehabilitation is the requirement to take the tank off line. As this is a common problem, Utility Service has put fourth its decades of experience and extensive engineering expertise to develop several methods and solutions to making an outage as painless as possible. Through a combination of pump management, temporary storage vessels, bladders, and portable pressure vessels our engineers will work with the City to develop a solution to keeping the system on-line or off-line for as little time as possible. (*Since Utility Service typically does not have prior knowledge of the operational issues associated our customers' systems, these services are provided at an additional cost unless identified ahead of time so as to be included in the proposed pricing*).

In addition the flexibility associated with having 130 full-time crews with the willingness to work all hours allows for tank renovations to be expedited. Finally we strive to avoid unexpected delays and complications by implementing a thorough engineering inspection before work begins to eliminate any unknowns and have all required materials on hand in our warehouse. We also monitor daily operations using a state-of-the art Oracle software system with customer interface portals.

Cost Savings and Benefits – As the nation's largest potable water storage tank company Utility Service capitalizes on economies of scale. Through the utilization of advanced supply chain management software, ownership of rail cars and tanker trucks, and accounting for anticipated future work allows the purchase of abrasive, paint, steel, and equipment in large bulk quantities. Additionally, owning our own steel fabrication facility and new tank division generates cost saving on all steel and tank renovation services.

Operations Management Through Technology - The USCI investment in the Oracle Corporation data processing system provides us with unsurpassed capabilities to provide information to our people on an immediate basis. This gives representatives, service centers and management a complete "360°" view of all aspects of our relationships with the customer. This capability is also available to our customers through Oracle's portal program to permit access to readily available information at their "finger-tips." Customers may access information regarding their water tanks via the internet 24/7.

Safety Management - David Waters, Safety Manager, leads our program, and we engage The Lovelace Group for consulting and to assist in the comprehensive annual OSHA training program. David Waters' experience spans over 20 years with five years in tank building and tank painting and over 15 years in safety and fall protection including international assignments. Chris Lovelace, renowned in the industry, possesses world-class qualifications.

All employees climbing and working on tanks while performing their duties are required to attend the multi-day annual training and to pass thorough examinations on the following topics: Confined Space, CPR Techniques, Electrical Safety, Fall Protection, First Aid, Flammable Liquids, Hazard Communications, Lead Exposure, Noise Protection, Radio Frequency Safety, Respiratory Protection, Toxic Metal Health Hazards, Vehicle Safety, and Working Over Water.

Services Offered by Utility Service Company:

Visual Inspection

This inspection allows the tank to remain in service. The interior is assessed by means of the roof hatch and photographed with a digital camera.

Utility Service Company will:

- A date shall be coordinated by both parties to inspect the tanks.
- All security apparatus will be unlocked allowing full access to the tank.
- The tank interior will be inspected visually through the roof hatch.
- The inspector will be certified in Fall Protection, CPR, First Aid, Confined Space, and Lead Competent.
- The tank will be inspected in accordance with ADEQ guidelines for water tank inspections to assess the structural, sanitary, security, coatings, and safety conditions.
- Structural aspects include: rafters, foundation, weld seams, anchor bolts and chairs, float system, cathodic protection connector plates, ect.
- Sanitary aspects include: roof hatch, roof vents, overflow, any roof openings, ect.
- Security aspects include: site, ladder gate, roof vent, roof hatch, ect.
- Coatings: will be tested by **ASTM D3359** for adhesion, mill readings for thickness and a coded sample will be sent to an independent, lab tested for heavy metals, and the exact coatings make-up to determine if the tank can be successfully overcoat.
- Safety aspects include: interior and exterior ladders, safety climbs, OSHA railings, roof hatch, man ways, aviation lights, confined space requirements, ect.
- Two written reports per tank, including color photographs, will be submitted detailing the condition of the tank. This will include all recommendations to bring the tank into good condition and become complaint with OSHA, House Resolution 3448, US department of Homeland Security, US EPA, ADEQ, AWWA, and any other state or federal agencies.
- A representative of Utility Service Co., Inc. will schedule a date with proper Officials to review the report, provide renovation costs, and present a full service maintenance program option.

Washout Inspection\ Cleaning\ Disinfection

A Washout Inspection will include all aspects of a Visual Inspection in addition to the owner using the water down to acceptable levels, and then draining as much remaining water as possible through drain valves or other drainage openings.
Utility Service Company will:

- Perform all necessary confined space entry procedures prior to USCI personnel entering the tank.
- Remove accumulated sludge and debris from tank floor and dispose of on-site per Owner's discretion.
- Perform ultra sound testing on floor areas to determine steel loss and presence of underside corrosion.
- The interior floor and lower sidewalls will be pressure washed with 4,000 psi to remove all mud, silt, and foreign matter that can safely be removed through pressure. ***(Note that pressure washing alone will not remove biofilm that forms on tank surfaces. An NSF certified chemical cleaning system must be used)***
- Prepare and patch any defect areas on floor and shell utilizing Aquatapoxy 100% solids material. Defect areas should be no larger than six inches sq. in size. These defect areas shall be prepared in accordance with the following industry standard preparation methods: SSPC SP-2 Hand Tool Cleaning and SSPC SP-3 Power Tool Cleaning.

- Disinfect all interior surfaces of the tank per AWWA C.652-Disinfection of Water Tanks Spray Method No. 2. Make tank ready for service by securing roof hatch and manways.
- Owner shall fill tank and be responsible for all necessary water quality sampling.
- A written report will be submitted detailing the condition of the tank. A representative of Utility Service Co., Inc. will schedule a date with Officials to go over the report and findings.

Notes:

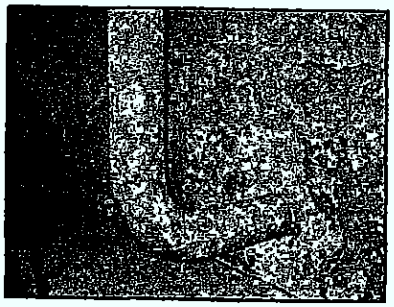
- This price does not include containment, testing, or off site disposal of sediment or debris from the tank; and assumes that wash-water can be disposed of by on site drainage.

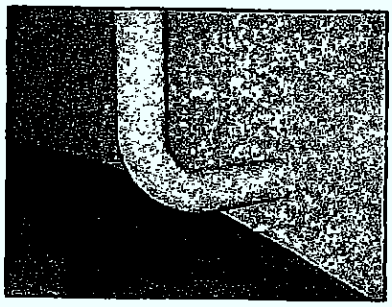
Washout Inspection\ Chemical Cleaning for Bio-film Removal\ Disinfection

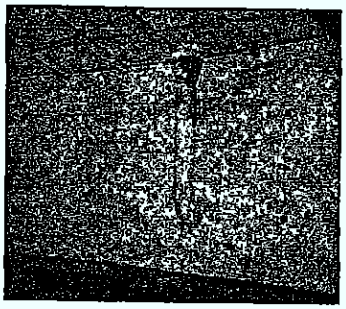
Bio-Film chemical cleaning will include all aspects of a visual inspection and standard washout with the addition of the following that will occur before pressure washing of the floor and lower interior areas:

Utility Service Company will:

- Apply Bio-Degreaser to breakdown oil build-up utilizing low pressure equipment to all interior surfaces below the immersion zone of the high water line.
- Apply Bio-Film Removal cleaning agent utilizing low pressure equipment to all interior surfaces below the immersion zone of the high water line. (***pressure washing with water will not remove bio-film from tank surfaces; only a proven NSF certified chemical system can be used)***
- Fresh water rinse all interior surfaces below the immersion zone of the high water line utilizing high pressure water wash to remove cleaning agent from the shell and dilute residual concentrations.
- **BEFORE AND AFTER PHOTOS**



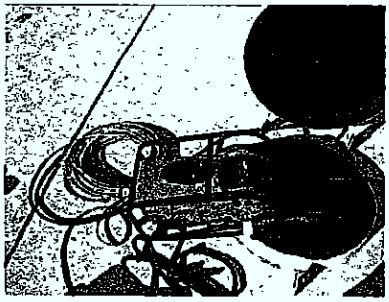


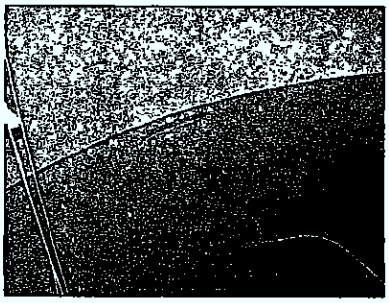


ROV Inspection

A Washout Inspection will include all aspects of a Visual Inspection in addition to an assessment of the submerged interior areas while the tank is in service.

- Tank can be **in service** and does **not** require OSHA Lockout/ Tagout regulations like a diver.
- Robot can measure sediment depth, dye test for leaks, show live what it sees
- Water is not wasted through cleaning or removing sediment





Active Mixing Systems

- Assessment of need, type, size
- Cost proposal for necessary upgrades (if needed), materials, and installation
- In house Installation
- Perpetual maintenance agreements covering the entire mixing system
- Benefits:
    - Active 24/7 mixing systems addresses water dynamics
    - Assures continual water movement during storage and proper displacement during usage to eliminate *thermal stratification**
    - The mixer can be powered by solar panels and battery or run off the grid
    - On-going equipment maintenance program ensures the mixer is fully operational 24/7/365

* *Thermal Stratification*: Allows the upper layers of water to stagnate and become high in DBP and other potentially harmful contaminants due to a lack of or low disinfectant residual. The risk is that a sudden large draw (e.g., a broken main, large fire) can pull the old, low quality water into the system.

Emergency Repairs

- Interior and Exterior Touch-up
- Patching holes in tank floor
- Installation of vents, ladders, hatches, safety climbs, screens, man ways, ect.

Major Renovations

- Sand blasting
- Steel and rafter replacement
- Lead abatement, tank containment, and disposal
- Interior and exterior coating renovations
- Any safety, sanitary, security, coatings, or structural upgrade

GASB 34 Compliant Full Service Asset Management/ Maintenance Program

Traditional maintenance options carry limited guarantees and warranties. As a result, maintenance is shared: the service provider *maintains* the tank for a specific need and the owner *maintains* future ownership risks.

In 1985 USCI initiated an option to permit the tank owner to transfer these future risks of ownership: the full service asset maintenance program. Our background and experience with all type tanks permits us to comfortably accept all risks. Nationwide, we protect over 6,000 tanks with our full service asset maintenance program.

Further testament to the program's effectiveness: USCI is the only company that allows our customers to meet and keep compliance with the GASB 34 modified approach for asset management. We satisfy GASB 34's requirements for the tank owner:

1. The use of an asset management system to maintain all aspects of tank maintenance, and…
2. On file documentation to show asset preservation at or above the initial declared condition level.

The APWA recommends the modified approach, as opposed to the traditional depreciation accounting system, because depreciation schedules are not required and assets net value can remain at higher levels.

In addition to providing the tank owner the option of choosing the modified approach for accounting, our full service asset maintenance program provides all the following tangible benefits:

1. Benefit: REGULAR AND SYSTEMATIC MAINTENANCE:

Since USCI has the responsibility to maintain the water tank from the date of contract signing, we mitigate our risk by performing a series of annualized tasks. Among these are annual inspections to determine the current condition of the water tank. Visual engineering inspections alternating annually with washout and disinfectant inspections are conducted by our highly trained personnel.

- Visual Engineering Inspections determine:

A detailed report with appropriate photographs of the inspection will be sent to the tank owner as soon as possible after completion of the inspection.

- Washout, Chemical Cleaning, and Disinfectant Inspections:

These detailed inspections also address the above five areas with emphasis on the tank's interior after draining for cleaning and disinfecting.

2. *Benefit:* PERPETUAL TANK PROTECTION:

In addition to the regular and systematic maintenance outlined above, we stand ready to provide needed repairs at any time with no additional charges. These repairs include any emergencies, repairs identified by the owner between our inspections, and repairs identified during inspections but not completed at the time of the inspection.

Scheduling needed repairs use the following criteria:

- Routine repairs within 30 days of identification of need.
- Emergency (crucial) repairs at once[1].
- Graffiti:
  - Unsightly graffiti will be scheduled for paint over as soon as possible.
  - Offensive graffiti, by definition, is an emergency repair and will be rectified immediately.

3. *Benefit:* FUTURE RENOVATIONS:

The needs for tank coating renovations (interior and exterior) result from close examinations during the annual inspections. We notify the tank owner well in advance of our plans in order to ensure adequate time to make the tank ready for service as well as to consider the tank owners preferences re timing based on seasonal or other considerations. USCI provides a pressure relief valve as well as technical services to assist in planning for water availability during down time for the tank.

The exteriors and interiors will be cleaned and repainted at such time as complete repainting is needed for both the protection of the tank and cosmetic reasons. As a general rule, exterior renovations are projected every eight to ten years and interior renovations are projected every ten to twelve years. Painting touchups are routinely scheduled as needed during the systematic inspections.

These renovations and touchups come with the maintenance program without additional charges.

4. *Benefit:* SECURITY MEASURES:

[1] Our intent is to respond within 24 hours when reported during a normal business day.

We install and maintain anti-climb devices on ladders and locks on the roof hatches to prevent unauthorized access by vandals or other intruders. Regular maintenance and replacements of screens prevent unwanted intrusion by insects, bugs, birds or other pests.

In addition, our maintenance reports plus the backup records in our offices as needed, provide useful data for state inspectors to demonstrate compliance to official regulations.

5. *Benefit:* EASE OF BUDGETING:

Your total costs are defined in the contract; hence, you know in advance your costs for all maintenance activities for your water tank.

Each tank qualifying for the full service maintenance program has a defined annual base fee unique to the specific tank. Should initial renovation or repairs be required to qualify an existing tank for the full service asset maintenance program, the initial annual fees shall be adjusted with the initial renovation and repairs charges identified. Once paid, the fees revert to the base fee for that specific tank.

All full service asset maintenance programs are one (1) year agreements, which can be extended indefinitely by the tank owner on an evergreen basis. This means the contract will be automatically renewed unless the tank owner notifies USCI in writing of their intent to cancel the agreement. Please note that USCI cannot cancel the agreement unless the tank owner fails to remit the annual fee. Hence, the risk is ours! The tank owner now has the next very important benefit.

6. *Benefit:* PEACE OF MIND:

The above benefits translate into peace of mind resulting from years of reliable and clean water tanks for the tank owner's water usage customers, their visitors and all elected and all appointed managers and officials. Peace of mind results from:

- One annual fee providing all the above benefits including resources to enable future renovations detailed in paragraph #3 above.
- An asset management program to protect the tank for decades to come.

WORK PLAN AND TASK SCHEDULE
TO ACCOMPLISH THE REQUIED SCOPE OF WORK

Below is a condensed step by step approach of how Utility Service Company, Inc. will begin the inspection/ cleaning process through the presentation of the final tank inspection reports.

- Make Site Visits With a City Employee to:
  - Prioritize tanks for need of cleaning, type of inspection, and inspection
  - Determine site set-up for water drainage and staging
  - Visually inspect tank to prepare for any emergency repairs

- Review Preliminary Site Inspections with the City
  - Set agreed tank list for this years inspections and needed repairs
  - Set schedule for cleanings based on City's operational abilities
  - Review procedure with City for City's involvement in inspections
    - Draining tanks
    - Testing procedures if desired
    - Site access
    - Crew arrive time, process, duration, ect.

- Washout, Chemical Cleaning, Bio-Film and Oil/Grease Removal
  - Arrive on time if not the day before to assist in draining
  - Again review with on site City employee of procedures
  - Chemically clean/ degrease/ pressure wash/ remove sediment from tank
  - Inspection - What will be inspected and documented in the report
  - Conditions of the exterior and interior **coatings.**
    - Laboratory analysis of paint samples to determine presence of heavy metals.
    - Laboratory analysis via inferred spectrograph of paint samples to determine coating make-up and type.
    - ASTM D3359 - 08 Standard Test Methods for Measuring Adhesion
    - Coating thickness readings
    - Overcoat analysis preformed
    - Percent of coating failure
    - Type of failure
    - Reason for failure
  - Compliance with all **safety** and **sanitary** regulations.
    - OSHA
      - Safety climbs
      - Ladders
      - Access points
      - Guard rails
      - Tie offs
    - EPA

        - Industrial waste containment and disposal
        - Containment needs
        - Filtration or de-chlorination of water entering environment
    - ADEQ
        - Float gauges
        - Roof Vents
        - Unprotected roof openings
        - Overflow termination protected
        - Proper roof stand offs
  - Verification of the tank's **structural** integrity.
    - Ultra Sound readings taken to determine steel loss.
    - Connection points and bolts assessed.
    - Antennas
    - Load limits
    - Floor condition
    - Rafter condition
    - Percentage of steel loss
    - Physical condition of cathodic protection system
    - Cathodic protection needs analysis
    - Columns and supports
    - Foundation condition
  - Functionality of all **security** measures to protect the tank.
    - Site secured
    - Ladder gates sufficient and locked
    - Proper locks
    - Video or motion detectors
    - Proper lighting
    - Site vulnerability assessment
  - Water Quality
    - Anticipated need for routine chemical cleanings
    - Active Mixing System Assessment

- Make planned repairs and interior area touch-ups

- Disinfect interior areas per AWWA C. 652-Disinfection of Water Tanks Spray Method No. 2

- Replace man way gaskets and bolts if needed before sealing tank

- City Begins to fill tank.

- Return within 15 business days to provide 2 hard copies with electronic versions and review the finding with the City.

FEE

TANK DATA			CLEANING/ INSPECTION COSTS			
TANK NAME	CONSTRUCTION	CAPACITY (G)	VISUAL ONLY	ROV	WASHOUT	CHEMICAL CLEANING
Weedville	Welded Steel	1,000,000	$ 500	$ 2,500	$ 2,800	$ 6,300
Stone	Welded Steel	500,000	$ 500	$ 2,500	$ 2,500	$ 5,200
Peacock Village	Welded Steel	500,000	$ 500	$ 2,500	$ 2,500	$ 5,200
SUNNYBOY NORTH	Welded Steel	250,000	$ 500	$ 2,500	$ 2,500	$ 3,700
SUNNYBOY SOUTH	Welded Steel	500,000	$ 500	$ 2,500	$ 2,500	$ 4,700
BUTLER	Welded Steel	1,000,000	$ 500	$ 2,500	$ 2,800	$ 6,300
WESTBROOK I	Welded Steel	750,000	$ 500	$ 2,500	$ 2,800	$ 6,300
UNION HILLS	Welded Steel	1,000,000	$ 500	$ 2,500	$ 2,800	$ 7,000
CORTEZ	Welded Steel	800,000	$ 500	$ 2,500	$ 2,800	$ 5,800
ARROWHEAD SHORES 1	Welded Steel	1,000,000	$ 500	$ 2,500	$ 2,800	$ 6,300
ARROWHEAD SHORES 2	Welded Steel	1,000,000	$ 500	$ 2,500	$ 2,800	$ 6,300
VENTANA I	Welded Steel	1,000,000	$ 500	$ 2,500	$ 2,800	$ 7,900
TERRAMAR	Welded Steel	1,600,000	$ 500	$ 2,500	$ 3,200	$ 10,900
PARKRIDGE	Welded Steel	1,000,000	$ 500	$ 2,500	$ 2,800	$ 7,700
PATTERSON B	Welded Steel	1,500,000	$ 500	$ 2,500	$ 3,200	$ 11,200
SPORTS COMPLEX NE	Welded Steel	1,000,000	$ 500	$ 2,500	$ 2,800	$ 7,700
SPORTS COMPLEX SW	Welded Steel	1,000,000	$ 500	$ 2,500	$ 2,800	$ 7,700
GREENWAY	Concrete	5,000,000	$ 500	$ 2,500	TBD	TBD
WESTWING BOOSTER	Welded Steel	250,000	$ 500	$ 2,500	$ 2,500	$ 3,900
PLEASANT VALLEY	Welded Steel	1,300,000	$ 500	$ 2,500	$ 3,000	$ 11,500
MOC	Concrete	4,000,000	$ 500	$ 2,500	TBD	TBD
WESTWING EAST	Concrete	5,000,000	$ 500	$ 2,500	TBD	TBD
WESTWING WEST	Concrete	5,000,000	$ 500	$ 2,500	TBD	TBD
SONORAN MOUNTAIN RANCH 1	Welded Steel	1,405,000	$ 500	$ 2,500	$ 3,200	$ 9,900
SONORAN MOUNTAIN RANCH 2	Welded Steel	1,065,000	$ 500	$ 2,500	$ 2,800	$ 7,700
VISTANCIA ZONE 4/5	Welded Steel	1,500,000	$ 500	$ 2,500	TBD	TBD
VISTANCIA ZONE 5/6	Concrete	2,500,000	$ 500	$ 2,500	TBD	TBD

Cleaning/ Inspection Breakdown

- **Visual Inspection** – Tank remains in service, all visible areas are inspected, no sediment removal.
- **ROV Inspection** – A robotic inspection of the interior; video and pictures can be taken of all interior surfaces; provides a more thorough visual inspection of the roof and below the water line; tank remains in service; no sediment removal.
- **Washout & Inspection** – Tank is pressure washed, inspected, and disinfected; tank must be drained and out of service. A complete tank assessment including visual inspection of all surfaces; steel thickness readings taken, especially on the floor; no chemical cleaning used for grease/oil and bio-film removal
- **Chemical Cleaning** – Is a washout with the addition of NSF certified chemicals to remove bio-film, oil, and other biological and mineral deposits on the sidewalls.

Clarifications

- Repairs Included for Washouts and Chemical Cleanings
  - Replacing of the man way gaskets
  - 1 quart of touch paint, approximately 30+ spots
- ROV Inspections must be done in multiples of 5 inspections per "visit".
- Concrete Tanks were not priced for cleanings due to a lack of critical information, including; presence and type of lining, tank access and drainage, dimensions, and sediment accumulation.
- The price for washouts and chemical cleanings is based on 1 day and the necessary amount of chemicals to clean an interior of a specific square footage. Any additional days beyond the first will cost an additional $1,500 pre day.
- The water, run-off, and sediment from tanks cleanings will be disposed of on site.
- Chemical Cleaning costs are derived from the necessary amount of chemicals to clean the interior areas based on interior area square footage, not size in gallons.
- Any additional repairs identified in the preliminary site inspection will be negotiated before a crew arrives on site based on specific repair needs. This may include but is not limited to repairs or replacement of: safety climbs, vents, overflows, ladders, man ways, hatches, steel replacement, interior or exterior coatings, welding, pit filling, ect.
- Prices are firm for one year from date of award/agreement to begin work. Without an agreement, prices are valid for 90 days from the date of submission of this proposal.
- Invoicing will occur after the completion of specified work on an individual tank basis

ANTICIPATED CITY INVOLVEMENT FOR SUCCESSFUL COMPLETION OF THE REQUIRED COPE OF WORK

The City will be involved in all planning, scheduling, repair decisions, and system operation tasks involved. This will include but is not limited to:

1) Preliminary meeting to review cleaning plan and methods

2) Escort project manager during preliminary site inspection to unlock gates and assist in gathering all necessary tank and site information

3) Decision making process of how to prioritize the cleanings and inspections along with what repairs will be made to each tank

4) Scheduling each tank cleaning and inspection

5) The City will be responsible for unlocking tank sites, ladder gates, and roof hatches when necessary

6) The City will be responsible to use the tank's water down to as low as possible and if possible remove remaining standing water.

7) The City will be responsible for all chlorine residual testing to determine chemical cleaning effectiveness if desired

8) The City will be responsible for filling the tank after the cleaning and inspection

9) The City will be responsible for taking all necessary chemical tests before putting the tank back into service

10) The City will be responsible to make time to meet with the Utility Service Company's project manager to review inspection reports.

EXPERIENCE AND REFERENCES FROM SIMILAR PROJECTS COMPLETED WITHIN THE LAST FIVE (5) YEARS

Annually the Utility Service Company does at least:

8,000 tank inspections
5,000 washouts
800 renovation specifications water tanks
$1,00,000,000 in annual work

Inspections, Cleanings, Chemical Cleaning References

64 Chemical Cleanings with oil and bio-film removal completed since 2008

City of Chandler, AZ
Ten (10) Tanks Visual Inspections, 2009
John Ardans
480-782-3629
Summery – inspected 10 tanks to help the City prioritize and develop a maintenance plan.

City of Peoria, AZ
Two (2) Tanks Chemical Cleaning Inspections, 2009
Tom Akin
623-773-7476
Summery – chemically cleaned and inspected 2 tanks to remove bio-film, oil, and other deposits. The cleanings and inspections were both on 1MG tanks and were completed in one day each.

Chemehuevi Indian Tribe, CA
One (1) Tank Chemical Cleaning Inspection, 2009
Dave Romero
(760) 858-5370
Summery – the tank was chemically cleaned to remove bio-film to improve water quality.

Gila River Indian Community, AZ
Four (4) Tanks Inspections and Renovations, 2009
Henry Perales
(520) 562-3343
Summery – inspected 4 tanks to determine necessary repairs then performed total tank renovations; including interior and exterior coatings, safety, sanitary, security repairs.

City of Globe, AZ
One (1) Tank Washout Inspection, 2008
Bob Hutchinson
(928) 425-6472
Summery – the tank was washed out and inspected to determine a scope of work for renovation and repairs.

Walnut Park Mutual Water Company, CA
Two (2) Tanks Chemical Cleaning Inspections, 2008
Eddie Viramontes
Cell 213-305-3563
Summery - City had customers tell him that they noticed an increase in the water quality and they were struggling to keep a residual of about 2 at his IDSE and after the cleaning the residual was around 4 at the same location.

Walnut Valley Water District, CA
One (1) Tank Chemical Cleaning Inspection, 2008
Tom Monk
909-821-3749
Summery - Customer was really impressed with the results.

Southwest and Notable Multi-Tank Asset Management Program References

City of Tempe, AZ
Four (4) Tanks, 2000
Mr. Donald Hawkins
Utilities Director
(480) 350-2660

Town of Payson, AZ
Ten (10 Tanks), 2003
Mr. Buzz Walker
Public Works Director
(928) 474-5247 Ext. 4

Rincon Del Diablo Municipal Water District, CA
Ten (10) Tanks, 2005
Mr. Clint Baze
Director of Operations
(760) 745-5522

Bear Valley Community Service District, CA
Forty-three (43) Tanks, 2002
Mr. John Yeakley
General Manager
(661) 821-4428

Rainbow Municipal Water District, CA
Twelve (12) Tanks, 2001
Mr. Dave Seymour
General Manager
(760) 728-1178

City of Prescott, AZ
Twenty-eight (28) Tanks, 2004
Mr. Harry Brown
Director of Operations
(928) 777-1118

City of Nogales, AZ
Three (3) Tanks, 2008
Mr. Flavio Gonzales
Utilities Director
(520) 285-5760

Joshua Basin Water District, CA
Seventeen (17) Tanks, 2008
Mr. Joe Guzzetta
General Manager
(760) 366-8438

Palmdale Water District, CA
Seven (7) Tanks, 2007
Mr. Matt Knudson
Engineering Supervisor
((661) 947-4111 Ext. 118

City of Santa Cruz, CA
Five (5) Tanks, 2008
Mr. Terry McKinney
Water Superintendent
(831) 420-5461

ADDITIONAL INFORMATION

Departmental Resources

USCI people developed their respective expertise through extensive training and background experiences from industry – some within the water industry and others from outside. The combined knowledge permits us to recognize water industry requirements; then, we provide best practices for optimum services.

Our focus for the tank owner extends to customer service, marketing, accounting, project management teams and our sales departments. Another resource of critical interest by our customers is our insurance coverage

CUSTOMER SERVICE

Three full time customer service representatives work with both internal and external customers to ensure full and complete satisfaction for the tank owner. Internally, our customer service people are assigned territories on a geographic basis in order to optimally support the respective sales representatives and to become "customer aware" of issues in these sales areas. Their focuses include all internal departments and all company locations for full understanding of the needs until complete resolution for all customer issues.

As their external customer (the tank owner) focus evolves, the *reactive* posture morphs into a *proactive* stance to provide tank owners useful and timely information. Proactively, we provide periodic fiscal information to assist customers' budgeting efforts and personalized documented reports of our tank inspections, paintings and renovations. In addition, we survey tank owners' regarding work satisfaction for these inspections and renovations. Finally, results from these surveys are shared with our management for their goal of *continuous improvement* for USCI.

ACCOUNTING

Our accounting staffs' proficiency is demonstrated by their support of GASB 34 through our asset management reporting service, an essential requirement for GASB 34. This service is available as part of our full service maintenance program to enable our customers to meet and maintain compliance with the GASB 34 modified approach. This accomplishment is one of many for this group of ten full time employees.

Utilizing the Oracle data processing system, the department manages in excess of 90,000 cost allocations through AP, payroll and other transaction sources per year. 30,000 invoices are generated annually including consolidated invoicing for customers' tanks under the maintenance program. The department utilizes a detailed project costing and

revenue tracking module and a fully functional fixed assets management module. A hard close is achieved by the fifth business day each month; the department has consistently received an unqualified opinion by our auditors within 45 days of the fiscal year end.

PROJECT MANAGEMENT

Our service center managers plan, monitor and control the course and development of work on tanks; the home office oversees all efforts to ensure proper support. Most service centers' production managers have excess of twenty years experience in water tank maintenance at the project management level.

These project managers and staff run 18 or more jobs concurrently throughout the year. Responsibilities include ordering supplies for the crews, scheduling deliveries to the jobs, managing crew schedules, collecting and handling wastes, and updating project schedules and timelines within the Oracle data management computer system.

INSURANCE COVERAGE

The magnitude of the above jobs, crews and staff generate an enormous need for insurance resources. USCI utilizes the most reputable names in the industry – Travelers, Cincinnati and A. I. Specialty. Notably, our unmatched pollution liability coverage is $10,000,000, an unprecedented sum for the industry.

Our insurance agent:

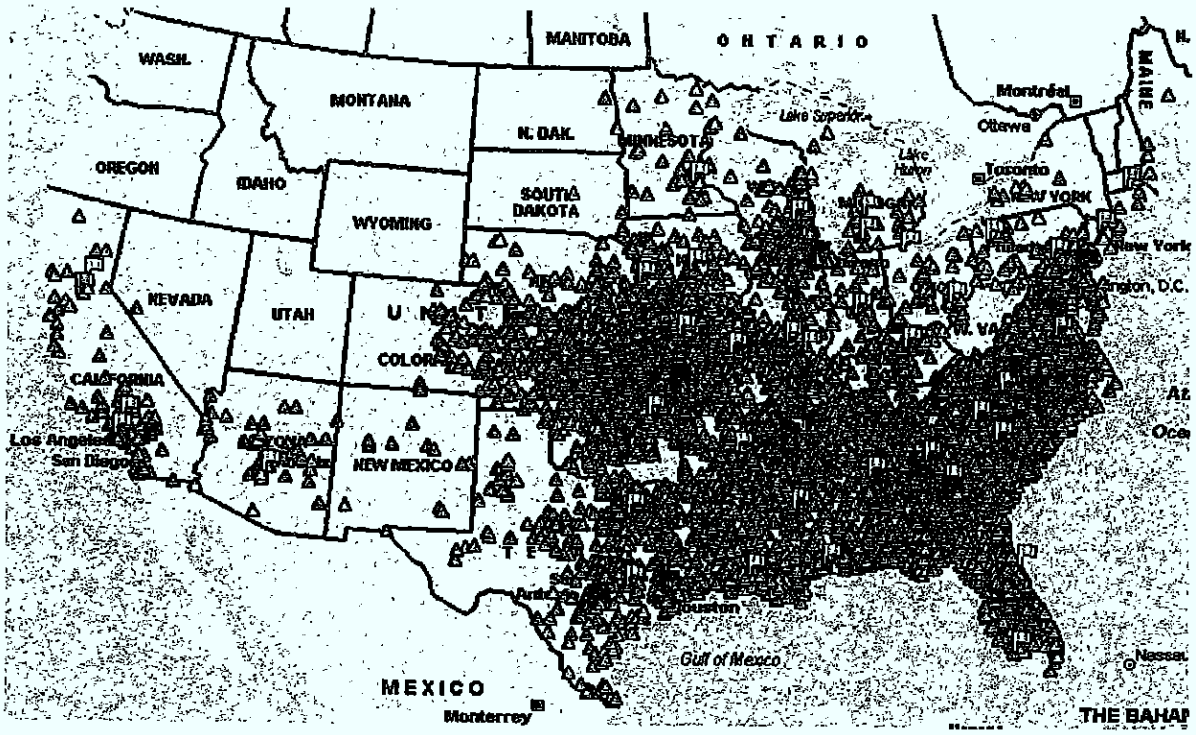
Attn: Mr. Larry Roland
Senn, Dunn, Marsh and Roland, LLC
P. O. Box 9375
Greensboro, North Carolina 27429 – 0375
336 272 7161

SALES

All representatives are trained to inspect tanks for identification of conditions in need of maintenance services. Our sales representatives are unmatched in their experiences and knowledge of the industry; we also lead our industry in the total number of sales representatives serving the potable water tank industry. Additionally, our sales representatives live in their respective territories; hence, they possess a quick response capability to each and every customer.

The map below depicts our customers, sales representative locations and service center locations.

LOCATIONS
CUSTOMERS, SALES REPRESENTATIVES AND SERVICE CENTERS



LEGEND:

- SERVICE CENTERS
- SERVICE CENTERS UNDER DEVELOPMENT
- SALES LOCATIONS
- CUSTOMER LOCATIONS

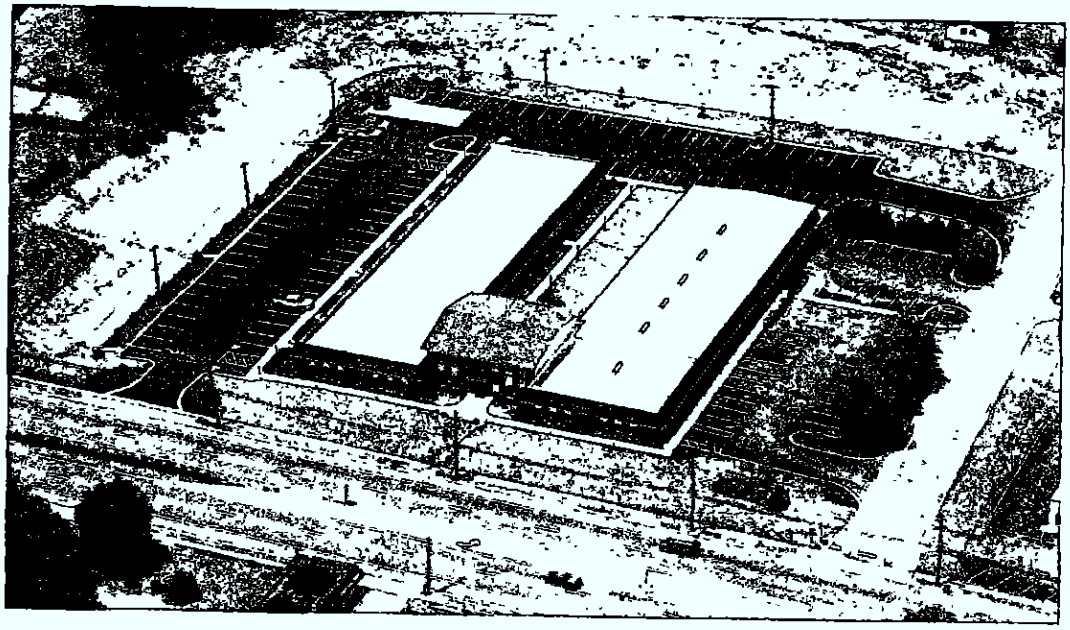
Physical Resources

Just as our people and performances are impressive, our physical resources are unmatched in the industry. These resources include an expanded corporate office, ten service center locations and advanced equipment for supporting the efforts of our people resources.

CORPORATE OFFICE

The expanded facility houses all central offices including executive, accounting, operations, sales and customer service. This 38,000 square feet facility includes all modern office capabilities. The photograph below shows the 2007 expansion that more than doubled former office space.

HEADQUARTERS
PERRY, GEORGIA



ASSOCIATED EQUIPMENT

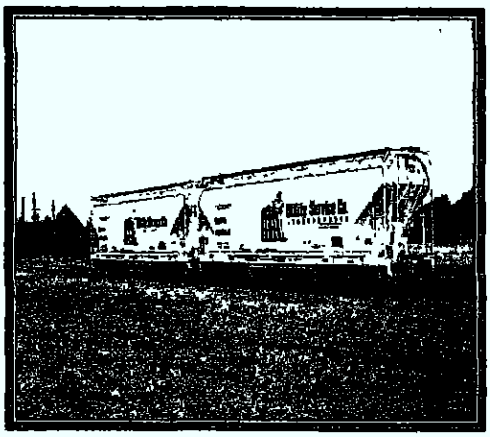
Our service centers perform almost 1,000 major water tank renovations annually including approximately 100 complete lead abatement projects. This type and magnitude of work require significant and varied resources. Equipment includes T.E.P.E. drape/containment systems, 40,000 cfm dust collectors, 40 feet flat bed trailers, road tractors, diesel vacuum systems, bulk trailers, 16 feet enclosed trailers, heavy duty pickup trucks, welding equipment and various other type equipment as depicted in the table below.

TABLE OF SELECTED EQUIPMENT

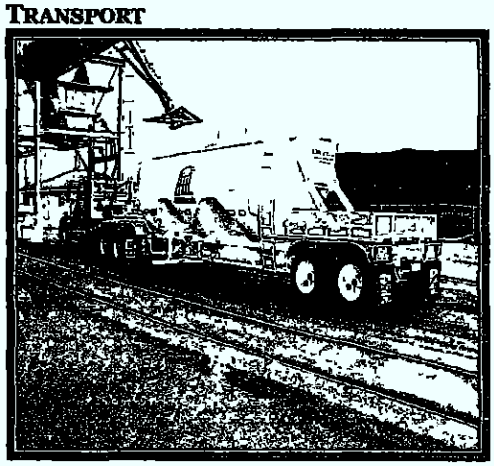
Equipment	Quantity
40,000 CFM Dust Collectors	7
Titan Industrial Vacuum Systems	5
T.E.P.E. Containment Systems	19
Decontamination Clean-Up Units	7
22 tons Bulk Abrasives Transport Trailers	40+
Road Tractors	15
Rail Cars for Bulk Abrasives Transport	9
Service Trucks	100+

Photographs of some of the above equipment used for containment renovations follow:

RAIL CARS FOR BULK ABRASIVE TRANSPORT



TRAILERS FOR BULK ABRASIVES TRANSPORT



IMPORTANT NOTICE
YOU MUST:

) REPORT DISASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

UTILITY SERVICE CO INC
P O BOX 1350
PERRY GA 31069

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

CORP

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA APR 2011
Registrar of Contractors CERTIFIES THAT
UTILITY SERVICE CO INC

CONTRACTORS LICENSE NO. ROC163778 CLASS K-34
PAINTING

RESIDENTIAL & COMMERCIAL

THIS CARD MUST BE PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE
YOU MUST:

) REPORT DISASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

CORP

AZ. CORP. COMMISSION
DELIVERED

DEC 27 2001

FILED BY Mary Barnes
TERM
DATE 12/27/01
M-1013719-1

CERTIFICATE OF MERGER

UTILITY SERVICE CO., INC. F-0937099-3

INTO

UTILITY SVC. MERGER CORP NON-RECORD SURVIVOR
M-1013719-1

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
   a All proposals shall be on the forms provided in this *Request For Proposal* package It is permissible to copy these forms if required Telegraphic (facsimile) or mailgram proposals will not be considered
   b The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer
   c Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer
   d If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time
   e Periods of time, stated as a number of days, shall be calendar days
   f It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front The Offeror shall not contact or ask questions of the department for which the requirement is being procured Questions should be submitted in writing when time permits The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held If scheduled, the date and time of this conference will be indicated on the cover page of this document The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal* Oral statements or instructions will not constitute an amendment to this *Request for Proposal*

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code** A vendor submitting a late proposal shall be so notified

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account Any proposal that requires payment in less than thirty (30) calendar days shall not be considered

8. **NEW:** All items shall be new, unless otherwise stated in the specifications

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax Sales tax, if any, shall be indicated as a separate item

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division

12. **AWARD OF CONTRACT:**
    a Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City
    b Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to
       (1) Waive any immaterial defect or informality or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*
    c A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any Proposals do not become contracts unless and until they are accepted by the **City Council** A contract is formed when written notice of award(s) is provided to the successful Offeror(s) The contract has its inception in the award document, eliminating a formal signing of a separate contract For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217)

STANDARD TERMS AND CONDITIONS

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies·

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

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

   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees)

   Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

   A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

   Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A R S §23-214(A)

   The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property

Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5 **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10 **REL ATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax· (623) 773-7118

11. **INT ERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **ASSI GNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City

13 **SUBCONTRAC TS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used

14. **RIGH TS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICA TION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable

    The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHAR GES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

its fault or negligence. Without limiting the foregoing, force majeure includes acts of God. acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots, strikes; mobilization; labor disputes; civil disorders; fire; floods, lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract

Force majeure shall not include the following occurrences:

a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

b Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

18. **RIGH T TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract

19. **RIGH T TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. **RIGH T TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRAN TIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22 **INSPE CTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all.

a. Waive the non-conformance.

b. Stop the work immediately

c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TI TLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole

25. **DEFAU LT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LI ENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28 **LIC ENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

29 **PATEN TS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARA TION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33 **ADVER TISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City

34. **DEL IVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203)

35. **FUNDIN G:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P09-0080**

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for comprehensive tank inspections and incidental repairs for the City's Potable Water Storage Facilities.

2 **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.

5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement

   Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Fixed Price Term Indefinite Quantity

7 **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein

8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services

10. **Pre -Proposal Conference:** A conference will be held at the Development and Community Services Building:

ADDRESS:	9875 N. 85th Ave Peoria, Arizona 85345 Point of View Room
DATE:	**June 11, 2009**
TIME:	**1:00PM, Local Time**

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal

11. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:

    a Proposal Content - the following items shall be addressed in the technical proposal submission.

    i Understanding of the Scope of Work. (2 pages maximum)

    ii. Plan and Method of approach to accomplish the Scope of Work. (8 pages maximum)

    - Include your firm's ability to all requested services
    - Include a sample or an exerpt from a sample report

    iii. Work plan and task schedule to accomplish the required Scope of Work. (2 pages maximum)

    iv. Fee (1 page maximum)

    - Include the cost for inspections and the cost or rate for requested repairs

    v. Anticipated City involvement for successful completion of the required Scope of Work (2 pages maximum)
    - Meetings, Coordination, etc

    vi. Experience and References from Similar Projects completed within the last five (5) years (2 pages maximum)

    vii Additional Information (not a continuation of the previous items) (5 pages maximum)

12. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

13. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance

    a. Project Understanding and Project Approach (to include work plan and City Involvement)
    b Experience/Projects
    c. Fee
    d. Conformance to Request for Proposals.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

14. **Discu ssions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection

16. **Perfor mance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards.

17. **Per mits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.

18. **Ins pection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.

19. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.

20. **Co mpensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project, including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

21. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.

22. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

23 **Pay ments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

24 **Ship ping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

25. **Ins urance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

    All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract

    The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds

26. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance

b Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned,

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc Policy Form CA 00011293, or any replacements thereof) Such insurance shall include coverage for loading and off loading hazards If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than $1,000,000 each claim

27. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

28 **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

29. **Indepe ndent Contractor:**

a General

i The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b Liability

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax (623) 773-7118

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor

30. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions

a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

31 **Confidential Information:**

a If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

b The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination

c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld

d If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone. (623) 773-7115
Fax (623) 773-7118

32 **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

33 **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

34. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

35. **Licen ses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

36. **Warranty:** All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the City Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the City.

37. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

38. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice

39 **Esti mated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

40. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

41 **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

a. The contractor provides material that does not meet the specifications of the contract;

b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

c The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

a. Cancel any contract;

b. Reserve all rights or claims to damage for breach of any covenants of the contract;

c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

   i. Deduction from an unpaid balance;

   ii Any other remedies as provided by law.

42 **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified, or

b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

c. In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Tank Inspection Scope

I. The City of Peoria is seeking proposals from qualified vendors to provide comprehensive tank inspections for the city's Potable Water Storage Facilities. The city estimates the first inspection cycle to be completed in a period of three years for the tanks in the list below. The city currently has a budget of $100,000 identified in Fiscal Year 2010 to commence this work. The order and number of inspections will be determined by the City based on facility criticality.

SITE NAME	Date of Manufacture	CAPACITY GALS.	TYPE	CONSTRUCTION
Weedville	reconst 1986	1,000,000	Ground Set	Welded Steel
Stone	1979	500,000	Ground Set	Welded Steel
Peacock Village	1981	500,000	Ground Set	Welded Steel
Sunnyboy (North)	early 1980's	250,000	Ground Set	Welded Steel
Sunnyboy (South)	early 1980's	500,000	Ground Set	Welded Steel
Butler	1982	1,000,000	Ground Set	Welded Steel
Westbrook I	1982	750,000	Ground Set	Welded Steel
Union Hills	1984	1,000,000	Ground Set	Welded Steel
Cortez	reconst 1986	800,000	Ground Set	Welded Steel
Arrowhead Shores	1994	1,000,000	Ground Set	Welded Steel
		1,000,000	Ground Set	Welded Steel
Ventana I	1995	1,000,000	Ground Set	Welded Steel
Terramar	1997	1,500,000	Ground Set	Welded Steel
Parkridge	1997	1,000,000	Ground Set	Welded Steel
Patterson b	1998	1,500,000	Ground Set	Welded Steel
Sports Complex (NE)	1999	1,000,000	Ground Set	Welded Steel
Sports Complex (SW)	1999	1,000,000	Ground Set	Welded Steel
Greenway	2001	5,000,000	In Ground	Concrete Hopper Bottom
Westwing (Booster)	2002	250,000	Ground Set	Welded Steel
Pleasant Valley	2002	1,300,000	Ground Set	Welded Steel
MOC	2003	4,000,000	In Ground	Cast in place concrete
Westwing (East)	2003	5,000,000	Ground Set	Cast in place concrete
Westwing (West)	2003	5,000,000	Ground Set	Cast in place concrete
Sonoran Mountain Ranch	2004	1,405,000	Ground Set	Welded Steel
	2007	1,000,000	Ground Set	Welded Steel
Vistancia Zone 4/5	2004	1,500,000	Ground Set	Welded Steel
Vistancia Zone 5/6	2007	2,500,000	In Ground	Cast in place concrete

II. Inspection Services must address at a minimum the several components associated with the operation of potable water tanks and must adhere to all pertinent AWWA standards for potable water facilities. Areas to be covered will be:

a) Interior and Exterior Coatings

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax (623) 773-7118

b) Structural
c) Electrical and Instrumentation
d) Site Security
e) Sanitary Issues
f) Safety

III. The selected Contractor will be responsible for providing all personnel, labor, tools, and materials needed to complete any preliminary cleaning of the tanks and the subsequent removal of debris before and after the inspection. Removal of biofilm and tank disinfection will be expected as part of the provided services.

IV. The selected contractor will submit an inspection report to the City of Peoria consisting at a minimum of a detailed compilation of all findings associated with each of the identified areas of inspection. The report will contain narrative and photographic description of all items. Recommendations for needed improvements and estimated cost will be expected as part of the report. The city will require the selected vendor to submit both hard copies and electronic versions of the report within 15 working days of completion of the physical site inspection.

V. The City of Peoria reserves the right under this contract to request the completion of incidental repairs identified in the report. Incidental repairs will be defined as those that neither materially add to the value of the property nor appreciably prolong its life, but keep it in an ordinary efficient operating condition. Relevant examples of these repairs will be small patching and painting, replacing of existing minor tank componets, etc.

	QUESTIONNAIRE	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P09-0080**	

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: CITY OF NOGALES, AZ
   Contact: FLAVIO GONZALES
   Address: 1450 N. HOHOKAM DR.
   NOGALES, AZ 85621
   Phone: 520-285-5760

2. Company: CITY OF PEORIA, AZ
   Contact: TOM AKIN
   Address: 19980 N. 111 AVE
   SUN CITY, AZ 85373
   Phone: 623-773-7476

3. Company: CITY OF TEMPE, AZ
   Contact: DON HAWKES
   Address: 255 E. MARYGOLD LN
   TEMPE, AZ 85281
   Phone: 480-350-2660

	QUESTIONNAIRE	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P09-0080**	

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No___X___.

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

☑ **Attach a copy of your Contractor's License to your bid submittal.**

☑ **Attach a copy of your Business License to your bid submittal.**

Offerors are to indicate below any exceptions they have taken to the Specifications:

CONTRACT AMENDMENT

Solicitation No: P09-0080 Page 1 of 1
Description: Potable Water Tank Inspections
Amendment No: One (1) Date: 7/27/2010

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

ORIGINAL

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/31/10.

THE NEW CONTRACT TERM:

Contract Term: 11/01/10 TO 10/31/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	9/27/10	Stephen J. Sullivan	Utility Service Co., Inc.

Address	City	State	Zip Code
P.O. Box 1350	Perry	GA	31069

Attested by:
[redacted] City Clerk

CC Number

ACON67409A
Contract Number

Official File

City Seal
(Rev 07/1/10)

7/29/10
Requested by: Javier Setovich, Construction Superintendent

Lisa Houg
Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kerr, City Attorney

The above referenced Contract Amendment is hereby Executed Sept. 28, 2010, at Peoria, Arizona.

Harmon F. Koebergen, Materials Manager

A CON 57409A

CONTRACT AMENDMENT

Solicitation No: P09-0080 Page 1 of 1
Description: Potable Water Tank Inspections
Amendment No: Two (2) Date: 8/1/2011

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/31/11.

THE NEW CONTRACT TERM:

Contract Term: 11/01/11 TO 10/31/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	9/23/11	~~Stephen J. Sullivan~~ Michael J. Lewis Senior Vice President	Utility Service Co., Inc.

Address	City	State	Zip Code
P.O. Box 1350	Perry	GA	31069

Attested by:
Wanda Nelson
Wanda Nelson, City Clerk

CC Number

ACON57409B
Contract Number:

Official File

City Seal
(Rev 02/11/10)

09-19-2011
Director: Bill Mattingly, Public Works Director

Dept Rep: Javier Setovich, Construction Superintendent

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed October 3, 2011, at Peoria, Arizona.

Dan Zenko, Materials Management Supervisor

A CON 57409B

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UTILITY SERVICE, CO., INC.

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Subrecipient Agreement - Neighborhood Housing Services of Phoenix, Inc.

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Subrecipient Agreement with Neighborhood Housing Services of Phoenix, Inc. (NHS Phoenix) in the amount of $300,000 to provide homebuyer education and counseling services for the Neighborhood Stabilization Program 3 (NSP3) Homebuyer Assistance program in Avondale.

BACKGROUND:

The third round of Neighborhood Stabilization Program funding (NSP3) was made available under section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 and appropriated $1,224,903 to the City of Avondale for the purpose of assisting in the redevelopment of foreclosed homes. City Council approved Avondale's planned use of NSP funds on February 22, 2011, and the U.S. Department of Housing and Urban Development (HUD) awarded the entire amount to Avondale on March 9, 2011.

Through this contract NHS Phoenix will serve as the primary and lead agency while also collaborating and partnering with Neighborhood Housing Services of Southwest Maricopa County to operate a program to assist approximately 35 low-moderate-middle income families with the purchase of foreclosed homes. The program provides qualified homebuyers with homebuyer education, counseling, down payment and closing costs. The Neighborhood and Family Services Department (NFS) in conjunction with the City Finance Department conducted a Request for Proposals process through which the NHS Phoenix proposal was received. The proposal was evaluated by NFS staff. NHS Phoenix's proposal met or exceeded all of the proposal criteria with respect to qualifications, experience, approach, agency availability and references. NHS Phoenix has assisted low-income homebuyers within Maricopa County since 1975. NHS Phoenix is based in central Phoenix and NHS Southwest is based in Avondale. Services to prospective homebuyers will be provided at both locations.

DISCUSSION:

NSP Homebuyer funds will be targeted to the neighborhoods with the greatest number of foreclosures as indicated on the Avondale NSP3 Targeted Neighborhoods Map, attached. Eligible buyers include those with a household income up to 120% Area Median Income (AMI), currently $78,600 for a family of four. Only owner occupants are eligible (no investors). A total of 25% of the grant must be used for activities that will house individuals or families with incomes at or below 50% AMI.

NSP3 requires that all assisted homebuyers complete a comprehensive eight hour homebuyer education curriculum and obtain standard 30 year fixed rate mortgages which do not exceed 30/43 lending ratios (30% of income for house payment and 43% of income for total debt). NHS will provide

extensive one-on-one counseling for each buyer to ensure their success. The program provides up to $10,000 for down payments for households with incomes between 51% - 120% AMI and up to $40,000 for households at or below 50% AMI. Additional funding of up to $5,000 for closing costs is also available. Monetary assistance is provided in the form of no-interest, “due-upon-sale” loans which must be repaid when the home is sold. Recaptured loan funds will be used to assist subsequent eligible buyers in the future. NHS will conduct extensive marketing for the program in conjunction with the City of Avondale.

BUDGETARY IMPACT:

NSP3 funds have been allocated for this contract in the 2011/2012 budget. No City matching funds are required.

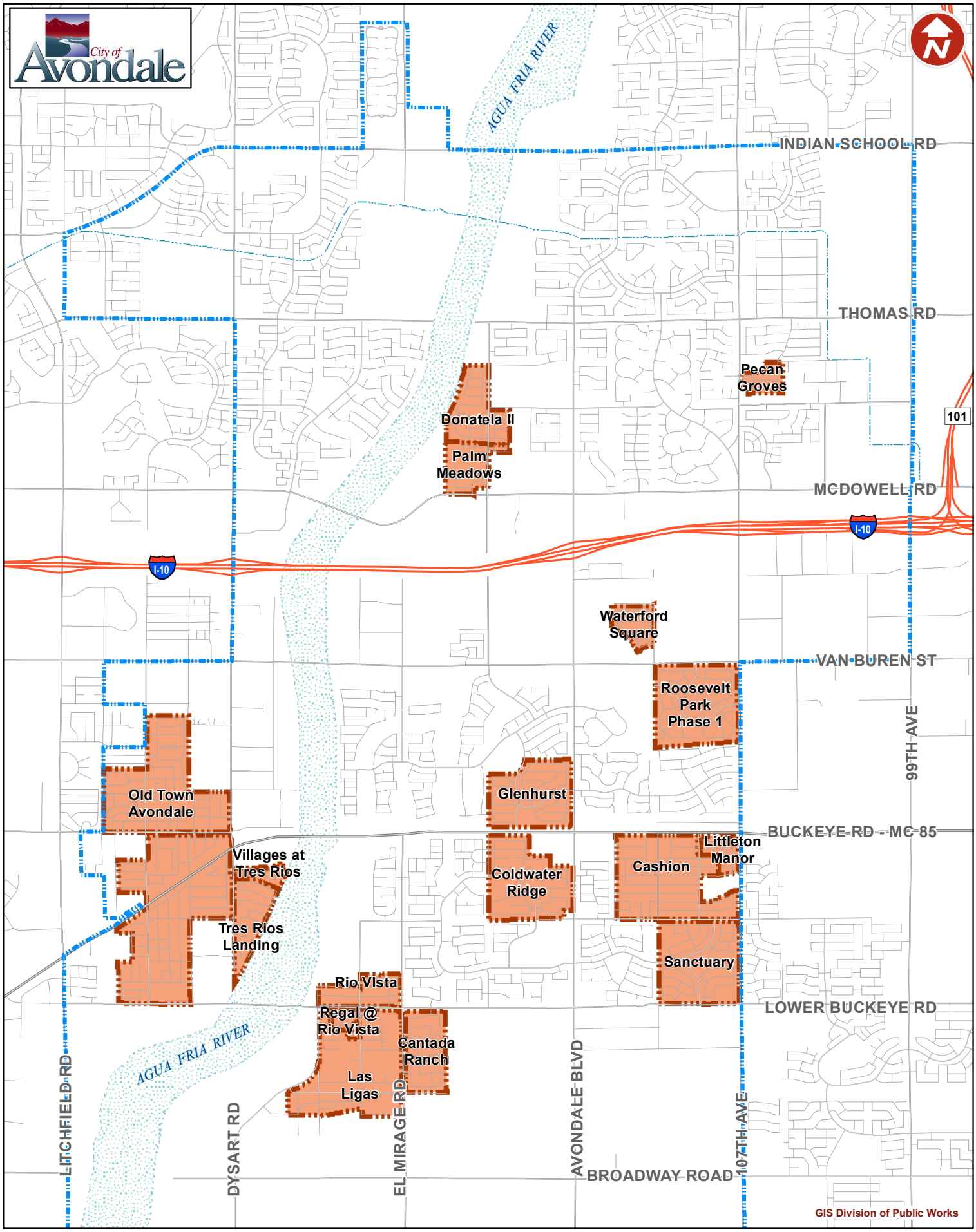
RECOMMENDATION:

Staff recommends that the City Council approve a Subrecipient Agreement with Neighborhood Housing Services of Phoenix, Inc. (NHS Phoenix) in the amount of $300,000 to provide homebuyer education and counseling services for the Neighborhood Stabilization Program 3 (NSP3) Homebuyer Assistance program in Avondale.

ATTACHMENTS:

Click to download

- NSP3 Targeted Neighborhoods Map
- Subrecipient Agreement



scale

0 0.25 0.5 0.75 1 Miles

NSP3 Targeted Neighborhoods - February 2011

SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is made as of December 5, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Neighborhood Housing Services of Phoenix, Inc., an Arizona non-profit corporation (the "Subrecipient").

RECITALS

A. The Neighborhood Stabilization Program, under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act), appropriated $1,224,903 for the City to assist in the redevelopment of foreclosed homes. The U.S. Department of Housing and Urban Development ("HUD") issued regulations on October 19, 2010 (the "Regulations") specifying the activities that may be undertaken by local governments for the use of such funds. This Agreement secures services for a homebuyer assistance program for homebuyer assistance activities eligible under the Regulations (the "Program"). Total funding for the Program is approximately $979,923 (the "Program Funds").

B. The City issued a Request for Proposals (the "RFP"), seeking proposals from community agencies to implement the Program with the Program Funds.

C. The Subrecipient submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit A, and incorporated herein by reference, and the City desires to enter into an Agreement with Subrecipient for the Program services (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 9, 2014.

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

3. Compensation. The City shall pay Subrecipient an aggregate amount not to exceed $300,000.00 for the Services at the rates as set forth in the Program Budget, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Subrecipient pursuant to subsection 16.3(c) below. Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards specified in the Office of Management and Budget ("OMB") Circular A-110.

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

6. Subrecipient Personnel. Subrecipient shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Subrecipient agrees to assign specific individuals to key positions. Subrecipient 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, Subrecipient 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 Subrecipient's performance. The Subrecipient shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Subrecipient shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Subrecipient. The City has no obligation to provide Subrecipient, 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 Subrecipient.

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

10. Indemnification. To the fullest extent permitted by law, the Subrecipient 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 Subrecipient, 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 Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Subrecipient. 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 Subrecipient 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. Subrecipient'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 Subrecipient. Subrecipient 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. Subrecipient 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, Subrecipient 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 Subrecipient. Subrecipient shall be responsible for executing any agreements with its subcontractor and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subrecipient 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 Subrecipient'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 Subreceipient'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 Subrecipient'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 with the applicable RFP number and title or reference to this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

(2) Subrecipient'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 Subrecipient 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.

j. Bonding and Insurance. The Subrecipient shall comply with the insurance requirement of OMB Circular A-110.

k. Grantor Recognition. The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

11.2 Required Insurance Coverage.

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

b. Vehicle Liability. Subrecipient 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 Subrecipient's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its

agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

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

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

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Subrecipient of written notice by the City and pursuant to 24 C.F.R. § 85.44. Upon termination for convenience, Subrecipient shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Subrecipient for the undisputed portion of its fee due as of the termination date. The Agreement may also be suspended or terminated if the Subrecipient materially fails to comply with any term of the Program Funds.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient or any agent or representative of the Subrecipient 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. This Agreement is subject to the provisions of ARIZ. CONST. Art. IX, § 5 and ARIZ. REV. STAT. § 42-17106. 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 Subrecipient 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 Subrecipient shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Subrecipient 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. Subrecipient, 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 Subrecipient, its employees or subcontractors. The Subrecipient, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Subrecipient meets the requirements of its agreed scope of work as set forth in Section 2 above. Subrecipient is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Subrecipient do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Subrecipient 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 Subrecipient is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state and federal laws, (C) existing and future Occupational Safety and Health Administration ("OSHA") standards, (D) the provisions of 24 C.F.R., Part 570, Community Development Block Grants ("CDBG"), as revised, (E) the provisions of the Neighborhood Stabilization Program, Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA"), as revised, (F) the provisions of 24 C.F.R. Part 92, HOME, as revised and (G) the provisions contained in the City of Avondale Consolidated Plan. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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 Subrecipient.

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 Subrecipient is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Subrecipient 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 Subrecipient without prior, written permission of the City signed by the City Manager and no delegation of any duty of Subrecipient shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Subrecipient in violation of this provision shall be a breach of this Agreement by Subrecipient.

14.9 Subcontracts. No subcontract shall be entered into by the Subrecipient with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Subrecipient 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 Subrecipient 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 Subrecipient any amounts Subrecipient 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 Subrecipient any amounts Subrecipient 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 Subrecipient: Neighborhood Housing Services of Phoenix, Inc.
1504 E. McDowell Road, Suite 100
Phoenix, Arizona 85006
Attn: Patricia Garcia Duarte, President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (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 Subrecipient 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 Subrecipient's duties under this Agreement. Persons requesting such information should be referred to the City. Subrecipient also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Subrecipient as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Subrecipient'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 Subrecipient and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Subrecipient 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 Subrecipient'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 Subrecipient'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, Subrecipient 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 Subrecipient pursuant to this Agreement. Subrecipient 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 Subrecipient or its subcontractors reasonable advance notice of intended audits. Subrecipient 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 Subrecipient 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). Subrecipient'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 Subrecipient 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 Subrecipient 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 terms of the Agreement, the Scope of Work, the Program Budget, the RFP

and the Subrecipient's response to the RFP, the documents shall govern in the order listed in this sentence.

15. Special Conditions.

15.1 Acquisition. Subrecipient shall request the City's rehabilitation specialist complete an inspection of selected property using HUD-52580-A Inspection Form. Subrecipient shall complete an environmental review on each property to be assisted within ten days of entering into a purchase contract. Subrecipient shall provide the City with a copy of Deed of Trust, pictures of front and rear of property, "Disclosure to Seller with Voluntary, Arm's Length Purchase Offer", "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" and multiple listing to verify property is vacant. Closing shall not take place until an environmental review is completed. Capital funds may be advanced for down payment and closing costs. A listing of all families assisted, assistance amounts, copies of the recorded Deeds of Trust and Promissory Notes, and all applicable closing documents which reflect expenditures must be provided with Subrecipient bi-monthly report.

15.2 Rehabilitation. [Intentionally Omitted.]

16. Administrative Requirements.

16.1 Financial Management.

a. Accounting Standards. The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 C.F.R. Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and 2 C.F.R. Part 225 (OMB Circular A-87) shall apply.

16.2 Documentation and Record-Keeping.

a. Records to be Maintained. The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken.

(2) Records demonstrating that each activity undertaken meets the National Objectives of the CDBG program as amended for NSP.

(3) Records required to determine the eligibility of activities.

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.

(6) Financial records as required by 24 C.F.R. Part 570.502, and OMB Circular A-110.

(7) Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570.

(8) Records documenting compliance with environmental review regulations as required by 24 C.F.R. Part 58.

b. Retention. The Subrecipient shall retain all written and electronic records pertinent to expenditures incurred under this Agreement for a period of five years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

c. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.

d. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Property Records. The Subrecipient shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties

retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Parts 570.503(b)(8), as applicable.

f. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), submitting final close-out reports to the City and determining the custodianship of records.

g. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy concerning Subrecipient audits and, as applicable to OMB Circular A-133.

16.3 Reporting and Payment Procedures.

a. Program Income. The Subrecipient shall report monthly all program income as defined at 24 C.F.R. § 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 C.F.R. § 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

b. Indirect Cost. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

c. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

d. Progress Report. The Subrecipient shall submit bi-monthly Progress Reports to the City in the form, content and frequency as required by the City. The Progress Reports are due no later than September 15th, November 15th, January 15th, March 15th, May 15th and July 15th of each year. The Subrecipient will submit other reports regarding contract activities and the demographics of the populations served upon the request of the City.

16.4 Procurement.

a. Compliance. The Subrecipient shall comply with City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b. OMB Standards. The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and Property Management Standards as modified by 24 C.F.R. § 570.502(b)(6), covering utilization and disposal of property.

c. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

17. Relocation, Real Property Acquisition and One-For-One Housing Replacement. The Subrecipient agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b), (ii) the requirements of 24 C.F.R. § 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act, and (iii) the requirements in 24 C.F.R. § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

18. Personnel and Participant Conditions.

18.1 Civil Rights

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

b. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry,

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

c. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 C.F.R. §§ 570.601 and 570.602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the City and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

18.2 Affirmative Action

a. Plan. The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Small, Minority, Disadvantaged, Women-Owned Business Enterprises and Labor Surplus Area Firms. The Subrecipient will use its best efforts to afford small, minority, disadvantaged, women-owned business enterprises and labor surplus area firms the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women-owned business enterprises" mean a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Labor surplus area means a geographical area identified by the U.S. Department of Labor in accordance with 20 CFR Part 654 Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus. The Subrecipient may rely on written representation by businesses regarding their status as small, minority, disadvantaged, women-owned business enterprises and labor surplus area firms in lieu of an independent investigation.

c. Access to Records. The Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The Subrecipient will include the provisions of subsections 18.1, Civil Rights and 18.2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Subrecipients or subcontracts.

18.3 Employment Restrictions

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

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

c. "Section 3" Clause.

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

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

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

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor

organization or worker's representative of its commitments under this "Section 3" Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

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

18.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.9, the following provisions shall apply:

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

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

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

b. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

c. Conflict of Interest; No Financial Interest. The Subrecipient agrees to abide by the provisions of 24 C.F.R. § 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

d. Lobbying. The Subrecipient hereby certifies that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) It will require that the entire language of subsection 18.4(d)(4), Lobby Certification, be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. Patent and Copyrights. If this Agreement results in any patents or copyrightable materials or inventions, the patents, copyrightable materials or inventions will be the property of the City and shall not be used or released by the Subrecipient or any other person except with the prior written permission of the City.

f. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 C.F.R. § 570.200(j).

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

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

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

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

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

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

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

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph 18.4(g)(1) above.

(4) Notifying the employee in the statement required by paragraph 18.4(g)(1) above that, as a condition of employment under the Agreement, the employee will:

(a) Abide by the terms of the statement.

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

(5) Notifying the City within ten days after receiving notice under subparagraph 18.4(g)(4)(b) above from an employee or otherwise receiving actual notice of such conviction.

(6) Taking one of the following actions, within 30 days of receiving notice under subparagraph 18.4(g)(4)(b) above, with respect to any employee who is so convicted:

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

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 18.4(g)(1), (2), (3) (4), (5) and (6).

19. Environmental Conditions.

19.1 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (i) Clean Air Act, 42 U.S.C., 7401, et seq., (ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, (iii) Executive Order 11738, providing for the Administration of the Clean Air Act and the federal Water Pollution Control Act and (iv) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

19.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

19.3 Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608, and 24 C.F.R. Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

19.4 Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the federal, state or local historic property list.

20. Energy Policy and Conservation Act. The Subrecipient agrees to comply with the Energy Policy and Conservation Act as set forth in Pub. L. 94-163 insofar as they apply to the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

"**Subrecipient**"

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.,
a(n) Arizona non-profit corporation

By:_____

Name:_____

Title: _____

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC., an Arizona non-profit corporation.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.

[Subrecipient's Proposal]

See following pages.

Neighborhood Housing Services of Phoenix, Inc.
NSP3 Homebuyer Assistance Program Proposal
NFS 12-016

Table of Contents

Cover Letter
Proposal
Vendor Information Form
Addendum No.1

Appendix:
Audited Financial Statements
Organizational Chart for NHS Phoenix and NHS Southwest Maricopa
Resumes
Subrecipient Homebuyer Assistance Policies and Procedures

a. Staffing and Administrative Structure
b. Marketing and advertising methodology
c. Application approval and waiting list procedures
d. Financial underwriting standards (maximum debt ratio of 30/43)
e. Procurement procedures
f. Construction inspection process and payment procedures
g. Housing maintenance counseling procedures
h. Loan closing and recordation process
i. Loan servicing policies and procedures
j. Lien release procedures
k. Grievance and quality assurance procedures
l. Program income policies and procedures
m. Accounting procedures
n. Refinance and subordination policies
o. File retention procedures

IRS Determination Letter
Board Resolutions – Officers and Authorization to Sign

Original copy

nhsphoenix
neighborhood housing services of phoenix

1405 East McDowell Road, Suite 100 Phoenix, Arizona 85006
Voice 602.258.1659 Fax 602.258.1666 Tdd 800.367.8939 | www.nhsphoenix.org

October 17, 2011

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

RE: Letter of Transmittal - NSP3 Homebuyer Assistance Program - NFS 12-016

To Whom It May Concern:

Please accept this Letter of Transmittal and Proposal for the NSP3 Homebuyer Assistance Program - NFS 12-016. I certify and agree that Neighborhood Housing Services of Phoenix (NHS of Phoenix) shall not discriminate against any employee or person who is employed or compensated in whole or in part using funds provided under the Subrecipient Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

NHS of Phoenix is a 501 (c) (3) not-for-profit corporation (tax ID no. 510152395) located in the City of Phoenix. The Organization has served the city neighborhoods within Maricopa County since 1975 (36 years). Our organization is governed by a volunteer Board of Directors and is staffed by thirty-nine (39) full-time employees.

I certify that Patricia Garcia Duarte, Chief Executive Officer and President, is authorized to make representations on behalf of our Organization. Her contact information is listed below. I further certify that NHS Phoenix and its officers did not have any contracts or subcontracts terminated within the last five (5) years. Finally, the Organization has not had any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Our legal name, principal office location (local work office is the same address) and primary contact person is listed below. On behalf of Avondale families in pursuit of homeownership, I look forward to this new partnership.

Patricia Garcia Duarte, Chief Executive Officer and President
Neighborhood Housing Services of Phoenix
1405 East McDowell, Suite 100
Phoenix, Arizona 85006
Phone: 602-258-1659 ; Fax: 602-258-1666 ; Email: pgarciaduarte@nhsphoenix.org

Sincerely,

Chester Seabury
Neighborhood Housing Services of Phoenix
Board Chairman

NeighborWorks CHARTERED MEMBER
EQUAL HOUSING OPPORTUNITY BK#18281

Section 2: Experience; References

Mission of Neighborhood Housing Services of Phoenix (NHS Phoenix)

NHS Phoenix, a HUD-approved nonprofit housing counseling agency, is dedicated to its mission of revitalizing Phoenix neighborhoods by providing a full range of programs and services that encourage, create and support homeownership. For 36 years, NHS Phoenix has helped hard-working families realize the dream of financially-stable homeownership by offering pre- and post-purchase housing counseling, reverse mortgage counseling, foreclosure intervention counseling, financial literacy and homebuyer education classes, down payment and closing cost assistance, flexible mortgage programs and new and rehabbed affordable homes. We are an adopter and endorser of the National Industry Standards for Homeownership Education and Counseling, and we have been rated "exemplary" by NeighborWorks® America (NWA) for the last five years.

To successfully execute this proposed project, NHS Phoenix will be partnering with another nonprofit housing counseling agency, Neighborhood Housing Services of Southwestern Maricopa County (NHS of SWMC). NHS of SWMC is a dynamic partnership of resident, business and government leaders who develop and promote affordable housing opportunities and other activities designed to revitalize City of Avondale neighborhoods and rural communities.

History of NHS Phoenix

NHS Phoenix has helped hard-working families realize the dream of financially-stable homeownership since 1975. NHS Phoenix has been serving residents of Maricopa County for 36 years by promoting and providing affordable homeownership opportunities to low-to-moderate income families. NHS Phoenix is a certified Community Development Financial Institution (CDFI), one of sixteen in the State. NHS Phoenix is also a licensed mortgage bank in the state of Arizona, giving it the ability to originate first mortgages and down payment assistance loans. Finally, NHS Phoenix is a Community Housing Development Organization (CHDO), allowing NHS Phoenix to access HOME program funds through local governments to acquire housing units, build new housing, and to provide assistance to eligible first-time homebuyers.

Since its inception, NHS Phoenix has helped 1,584 families purchase their first homes, built or rehabilitated over 165 homes, and trained or counseled nearly 17,000 families in financial literacy and/or homebuyer education. Based on conservative estimates, NHS Phoenix has directly originated $31 million in mortgage loans during this time.

NHS Phoenix offers an important array of education and counseling services to first-time homebuyers and existing homeowners. These services include homebuyer education classes, financial literacy classes, crisis budgeting workshops, pre-purchase counseling, credit and budget counseling, mortgage delinquency/default prevention counseling, mortgage foreclosure intervention counseling, deceptive/predatory lending intervention and reverse mortgage counseling. Services are available to all Maricopa County residents, and services and classes are delivered in both English and Spanish languages. Through our aggressive and targeted marketing and outreach initiatives, we've substantially grown our client base of low-to-moderate income clients over the past few years.

Acknowledging the importance of a well-diversified asset and income base, NHS Phoenix has traditionally been supported 1/3rd by government grants, 1/3rd by corporate

contributions and 1/3rd by fee-for-service revenue. In 2010, however, given the challenging economic environment for nonprofits that heavily depend on grant funding, we strategically realigned our funding base as follows: 60% fee-for-service revenue, 29% government grants and 11% corporate and foundation donations. Our major funders include NeighborWorks® America, the City of Phoenix, Fannie Mae, Freddie Mac and financial institutions. With strong and seasoned board governance, we continue to remain financially healthy despite current economic conditions.

NHS Phoenix continues to benefit from a widely coveted, chartered membership with NeighborWorks® America (NWA), the country's preeminent nonprofit leader in affordable housing and community development headquartered in Washington DC. NWA works to create opportunities for lower-income people to live in affordable homes in safe, sustainable neighborhoods that are healthy places for families to grow.

NWA delivers many of its community-focused programs and services through the national NeighborWorks network – 235 independent, community-based nonprofit organizations serving more than 4,500 communities nationwide. NHS Phoenix is a local member of this network, as is our proposed project partner, NHS of SWMC. As members, we receive generous annual grants, programmatic support, training and technical assistance from NWA. These annual benefits continue to be invaluable, especially in this tough economy, as we persevere to sustain the success of our first-time homebuyer education, financial literacy, down payment and closing cost assistance, foreclosure intervention and neighborhood revitalization programs.

Our Project Partner

NHS Phoenix believes in building new partnerships with other organizations whenever there are opportunities to leverage existing strengths of two different organization that share similar missions. NHS Phoenix will be partnering with NHS of SWMC to leverage their market knowledge of the City of Avondale. Although NHS Phoenix has the demonstrated capacity to carryout the scope of the project on its own, we believe that it's important to collaborate with an organization that is familiar with the local community and housing market. For this reason, NHS Phoenix will be the designated Primary Vendor and NHS of SWMC will be the Supporting Vendor. The Project Manager will be NHS Phoenix Chief Executive Officer, Patricia Garcia Duarte.

Our partner, NHS of SWMC, is a community based nonprofit organization created in 1988 for the original purpose of revitalizing Avondale's older neighborhoods. Since that time, NHS of SWMC has expanded its service area to include Cashion, Las Ligas, Buckeye, Goodyear, Gila Bend, Litchfield Park, Tolleson, El Mirage, Youngtown and other unincorporated areas. NHS of SWMC has been very active in promoting and providing programs and services for first-time homebuyers, including offering first-time homebuyer education and financial literacy classes, foreclosure intervention counseling, pre- and post-purchase counseling, credit repair counseling, and down payment and/or closing cost assistance. All services are delivered in English and Spanish, and services are generally provided to low-to-moderate income families.

NHS Phoenix believes that this collaborative effort with NHS of SWMC will, without a doubt, provide the required capacity and local market knowledge necessary to ensure the success of the project. Recent and relevant project experiences for both organizations (and references) are detailed in the matrix chart below.

Neighborhood Housing Services of Phoenix (NHS Phoenix) Proposal
NSP3 Homebuyer Assistance Program/NFS12-016

Description of experience with homebuyer assistance programs within last 3 years.

	Neighborhood Stabilization Program (NSP)	**Community Development Block Grants (CDBG)**	**HOME Investment Partnership Program (HOME)**
Neighborhood Housing Services of Southwestern Maricopa County	**(1)** Homebuyer assistance for City of Surprise NSP2 Program (FY11). **(2)** Provide NSP financial mechanism homebuyer assistance for Maricopa County Community Development (FY11).	**(1)** Administered homebuyer assistance program for City of Avondale (FY08). **(2)** Provide down payment and closing cost assistance for Maricopa County Community Development (FY11)	**(1)** Administer Home to Homeowners (H2O) for Housing Authority of Maricopa County (FY11). **(2)** Provide down payment and closing cost assistance for Maricopa County Community Development (FY11). **(3)** Administer American Dream Down payment Initiative Program (ADDI) for Maricopa County Community Development (FY11).
Neighborhood Housing Services of Phoenix	**(1)** Homebuyer education, counseling and subsidy assistance for AZ DOH YourWayHomeAZ NSP. We were funded $3,000,000 (FY09) and $585,000 (FY10). **(2)** Homebuyer education and credit counseling, collected eligibility documents (for loan administrator) and performed outreach for City of Phoenix NSP Program. Awarded $112,198 (FY09), $506,531 (FY10) and $35,490 (FY11). **(3)** First mortgage loan origination and processing for City of Glendale NSP Homebuyer Assistance Program (18 loans to be closed over FY11-FY12). **(4)** Second mortgage loan origination and processing for Chicanos por la Causa NSP Homebuyer Assistance Program (210 loans to be closed over FY11-FY12).	**(1)** Housing counseling for City of Phoenix CDBG Program. We were awarded $45,000 (FY08), $41,500 (FY10)	**(1)** Acquired, rehabbed and resold scattered site properties for State of Arizona Department of Housing with funding from HOME-CHDO of $250,000 or $25,000/unit (FY09). (2) Provided subsidy assistance for City of Phoenix American Dream Down payment Initiative Program (ADDI). Our contract was amended and extended through June 2010 (contract started September 2005). We received an increase in our award amount to bring the total awarded funds to $400,248.

Description of at least 3 similar successful projects (for same size organization or larger) within last 3 years.

	Project 1	**Project 2**	**Project 3**
Neighborhood Housing Services of Southwestern Maricopa County	28 homeowners created to-date under current CDBG and HOME programs which provide counseling, down payment and closing cost assistance.	43 homeowners created to-date under current Home to Homeowners (H2O) program.	16 homeowners created to-date under current homebuyer assistance program for City of Surprise NSP2 Program.

Neighborhood Housing Services of Phoenix	119 homeowners created (2009-2010) under the Arizona Department of Housing YourWayHomeAZ NSP Program. We provided homebuyer education, counseling and subsidy assistance.	100 clients completed homebuyer education, 134 clients completed credit counseling and 57 client files were referred to loan administrator during 2010 under the City of Phoenix NSP Program. We provided homebuyer education and credit counseling, collected eligibility documents (for loan administrator) and performed outreach.	36 homeowners created (2008-2010) under the City of Phoenix American Dream Down payment Initiative Program (ADDI). We provided homebuyer education, counseling and subsidy assistance.

Project References

Neighborhood Housing Services of Southwestern Maricopa County	**Project 1 Reference**	**Project 2 Reference**	**Project 3 Reference**
Name of Organization	Maricopa County Community Development	Housing Authority of Maricopa County	City of Surprise
Contact Name	Ursula Strephans	Gloria Munoz	Carrie Ellington
Contact address	234 N. Central, 3d Floor, Phoenix, AZ 85004	2024 N. 7th St., Suite 201, Phoenix, AZ 85006	16000 N. Civic Center Plaza, Surprise, AZ 85374
Contact Telephone No.	(602) 372-1526	(602) 744-4595	(623) 222-3239
Contact e-mail address			
Type of services provided	We provide counseling, down payment and closing cost assistance for HOME and CDBG programs.	Administer Home to Homeowners (H2O) Program.	Provide homebuyer assistance for City of Surprise NSP2 Program.
Neighborhood Housing Services of Phoenix	**Project 1 Reference**	**Project 2 Reference**	**Project 3 Reference**
Name of Organization	Arizona Department of Housing	City of Phoenix	City of Phoenix
Contact Name	Reginald Givens, NSP Coordinator	Kate Krietor, Neighborhood Services Department Deputy Director	Kim Dorney, Housing Department Director

Contact address	1110 W. Washington Street, Suite 310, Phoenix, Arizona 85007	200 West Washington, 4th Floor, Phoenix, AZ 85003	251 W Washington Street, 4th Floor, Phoenix, AZ 85003
Contact Telephone No.	(602) 771-1000	(602) 262-4452	(602) 262-6291
Contact e-mail address	Reginald.Givens@azhousing.gov	kate.krietor@phoenix.gov	kim.dorney@phoenix.gov
Type of services provided	We provided homebuyer education, counseling and subsidy assistance.	We provided homebuyer education and credit counseling, collected eligibility documents (for loan administrator) and performed outreach.	We provided homebuyer education, counseling and subsidy assistance.

Section 3: Qualifications and Experience of Team

Both NHS Phoenix and NHS of SWMC have been administering a variety of homebuyer assistance programs funded by Community Development Block Grants ("CDBG"), HOME Investment Partnership Program grants ("HOME"), and Neighborhood Stabilization Program grants ("NSP") over the past three years. Minimum levels of staff participation in the grant activities outlined under the Experience and References section above are indicated in the staff narrative summary below. (See organizational chart attachment).

NHS Phoenix (Primary Vendor Staff)

Patricia Garcia Duarte, Chief Executive Officer, has been the Organization's CEO for the past 5 years. She oversees all homeownership programs and services. 20% project participation.

Todd Francis, Chief Operating Officer and Homeownership Center Manager, has been with Organization for 9 years and was appointed to his current position in February 2008. He oversees all housing counseling programs. 40% project participation.

Carole Kauffman, Chief Leaning and Development Officer, has been with Organization for 5 years. She oversees resource develop activities and homeownership education programs. 25% project participation.

Susan Diaz, Pre-purchase Housing Counselor, has been with Organization for 3 years as a housing counselor. 70% project participation.

Ennadena Ramirez, Pre-purchase Housing Counselor, has been with Organization for 5 years as a counseling case manager and housing counselor. 70% project participation.

Krista Schwartz, Director of Real Estate Development, has been with Organization for 3 years. She oversees real estate development activities. 10% project participation.

Dan Pierce, Project Manager/Rehab Specialist, has been with Organization for 1 year. He is the primary real estate project manger and rehab specialist. 10% project participation.

Ramiro Pompa, Lending Manager, has been with Organization for 2 years. He oversees all lending and loan servicing activities. 20% project participation.

Linda Corea, Sr. Loan Originator, has been with Organization for 6 months. She is the primary loan originator for first mortgages and down payment loans. 30% project participation.

Angie Valenciano, Loan Servicing Coordinator, has been with Organization for 14 years. She is responsible for all loan servicing functions. 30% project participation.

Neighborhood Housing Services of Phoenix (NHS Phoenix) Proposal
NSP3 Homebuyer Assistance Program/NFS12-016

NHS of SWMC (Supporting Vendor Staff)
Aurora Gonzales, Executive Director, has been with Organization for 19 years in a variety of roles, but she has been the Executive Director since 2003. 50% project participation.
Sandy Rivera, Homeownership Coordinator/Counselor, has been with Organization for 2 years as a housing counselor. 70% project participation.
Dalia Zepeda, Loan Servicing/Accounting, has been with Organization for 6 years as a loan servicing specialist. 50% project participation.
Maribell Valdez, Housing Counselor, has been with Organization for 4 years as a pre-purchase and foreclosure intervention housing counselor. 70% project participation.
Janet Avila, Housing Counselor, has been with Organization for 2 years as a housing counselor with some administrative responsibilities. 50% project participation.

Although NHS Phoenix will be partnering or collaborating with NHS of SWMC to fulfill the project deliverables, NHS Phoenix staff will serve as the Primary Vendor staff for the project. NHS Phoenix will assume all Project Management Responsibilities and will determine when to utilize Supporting Vendor staff from NHS of SWMC. (All resumes are attached).

The combined productive capability of the collaborating team (NHS Phoenix and NHS of SWMC), over a recent five-year period, is shown below.

NWA Network Organizations	Households Receiving Counseling & Education	Housing Production (2006-2010)				
		New Homebuyers (purchased home)	Housing Preservation (homeowners remained in home)	Rental Housing (units produced)	Repairs (to number of units)	Units Owned / Managed at 9/30/10
NHS of Southwest Maricopa County	1,369	91	358	0	2	0
NHS Phoenix	4,125	456	568	1	0	3
TOTAL	5,494	547	926	1	2	3

NWA Network Organizations	Total Community Investment (A)	NWA Grants Received (B)	Leverage (A) / (B)	Jobs Created (2006-2010)
NHS of Southwest Maricopa County	$11,741,596	$130,404	90:1	52
NHS Phoenix	$72,925,000	$1,899,886	38:1	179
TOTAL	$84,666,596	$2,030,290	42:1	231

Source: NeighborWorks America (NWA)

Section 4: Agency Availability
NHS Phoenix is currently administering the active homebuyer assistance projects listed below. We have indicated the total number of staff dedicated to these active projects as well as the total number of staff that will be available to work on the proposed City of Avondale homebuyer assistance project.

City of Phoenix NSP counseling and education grant program – Our role is to qualify, counsel and educate prospective NSP homebuyers for City of Phoenix NSP down payment and closing cost assistance. If clients qualify, we package all qualifying down payment assistance documents and send documents to another nonprofit agency to perform underwriting and disburse funds. Two Pre-purchase Counselors (1.00 FTE) and one Homeownership Center Manager (.20 FTE) service this contract.

City of Phoenix CDBG counseling and education grant program - Our role is to provide City of Phoenix residents with pre-purchase, foreclosure intervention, reverse mortgage, delinquency and anti-predatory lending counseling. We also provide financial literacy and homebuyer education training, and we review in-house first mortgage loan options with clients (as requested). Two Pre-purchase Counselors (.20 FTE) and one Homeownership Center Manager (.20 FTE) service this contract.

City of Phoenix NSP acquisition and rehab program – Our role is to acquire and rehab targeted, foreclosed properties (within City of Phoenix) and make properties available for sale to NSP eligible clients. One Director of Real Estate Development (.50 FTE) and one Project Manager/Rehab Specialist (.50 FTE) service this contract.

Prospective City of Avondale NSP3 homebuyer assistance program – Our role will be to provide homebuyer assistance to eligible participants. Five Pre-purchase Counselors (1.70 FTE), one Loan Servicing Coordinator (.50 FTE), one Homeownership Center Manager (.20 FTE), one Counseling Supervisor (.15 FTE) and one Loan Originator (.25 FTE) will be immediately available to service this contract if appropriately funded. NHS Phoenix is prepared to bring additional loan origination and/or property acquisition/rehab 'manpower' to the project if necessary.

Section 5: Project Understanding and Approach
NHS Phoenix has a 36 year history of working with very low-to-moderate income families. We understand the value of homebuyer education and counseling. Homebuyer education and counseling programs prevent foreclosures by educating consumers about unscrupulous mortgage lending practices **before** they decide to purchase a home. Our approach is to continue to offer the latest and most important home buying information to our clients.

Our proposed services include: Providing the general public and targeted groups with program information; administering the contract according to program requirements; marketing the program to prospective low-middle-moderate income homebuyers; providing homebuyer education and one-on-one counseling; helping clients identify REO properties for sale; helping clients navigate the REO purchase process; working with City of Avondale staff to coordinate rehabilitation of properties; conducting environmental reviews; coordinating home inspections according to HQS; processing and underwriting down payment loans and closing cost assistance grants; acquiring, rehabbing and re-selling eligible properties (with advanced approval from the City); approving all first mortgages prior to providing any down payment and closing cost assistance; preparing Deeds of Trust and Promissory Notes to

secure down payment and closing cost assistance; performing loan servicing; and preparing and submitting all required program reports, inspection records, lien releases, and warranties.

Two primary challenges that we typically encounter when assisting low-to-moderate income homebuyers involve (1) lack of credit or low credit scores and (2) lack of savings to apply toward a down payment requirement. These challenges prevent many clients from immediately qualifying for a first mortgage and, consequently, eliminate them from immediately receiving down payment and closing cost assistance. Clients faced with these challenges typically require ongoing, intensive one-on-one counseling (multiple counseling sessions) for a period that can range from nine (9) to twenty-four (24) months. Building or rebuild credit takes time. This is also true for establishing a healthy savings account fund to apply toward the down payment requirement on the purchase of a new home. Our experienced counselors know how to set realistic expectations, goals and timelines for our credit/savings challenged clients who are in a hurry to become homeowners. Eventually, we successfully convert renters into homeowners as long as they are wiling to persevere with us on their journey to homeownership.

Specifically, under this NSP3 program we intend to assist 35 homebuyers. Program assistance for down payment on homes will not exceed $40,000 for buyers with household incomes at or below 50% AMI and $10,000 for buyers with household incomes from 51% to 120% AMI, and $5,000 for closing costs. A maximum of $45,000 in assistance will be allowed or the amount needed to meet lender down payment requirements, whichever is lower. Buyer's income and debt ratios will not to exceed 30% for the house payment and 43% for total debt (30/43). The down payment assistance will be in the form of a loan, a no-interest, soft-second mortgage due upon sale, refinancing or if the home no longer serves as a primary residence. The closing cost assistance will be in the form of a grant.

Section 6: Price/Budget – Submitted separately.

IV. VENDOR INFORMATION FORM

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

Neighborhood Housing Services of Phoenix, Inc. #51-0152395

VENDOR SUBMITTING PROPOSAL — FEDERAL TAX ID NUMBER

Chester Seabury, Board Chair — Chester Seabury

PRINTED NAME AND TITLE — AUTHORIZED SIGNATURE

1405 E McDowell Rd #100 — 602 258-1659 TEL 602 258-1666 FAX

ADDRESS — TELEPHONE FAX #

Phoenix, AZ 85006 — 17 Oct 2011

CITY STATE ZIP — DATE

WEB SITE: www.nhsphoenix.org — EMAIL ADDRESS: pgarciaduarte@nhsphoenix.org

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

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

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

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

REQUEST FOR PROPOSALS
NFS 12-016

Addendum No. 1

Date: September 12, 2011

From: Sandy Lopez, City Representative

Subject: Addendum No. 1 to Solicitation No. NFS 12-016

Bid Deadline: **September 15, 2011**, 3:00 p.m. Phoenix (local time)

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposals documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the RFP response. Failure to do so may subject the vendor to disqualification.

This Addendum No. 1 consists of revisions to Exhibit E, of the Request for Proposals, No. NFS 12-016, released August 30, 2011.

ADDENDUM

1. Exhibit E, NSP3 Targeted Neighborhoods map is hereby added and incorporated as attached to this Addendum 1 as Exhibit 1 and incorporated herein by this reference.

EXHIBIT 1
TO
ADDENDUM NO. 1
TO
REQUEST FOR PROPOSALS NFS 12-016
NSP3 Homebuyer Assistance Program

Targeted Neighborhoods

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR PROPOSALS

NFS 12-016

NSP3 Homebuyer Assistance Program

Addendum No. 1

Neighborhood Housing Services of Phoenix, Inc.
_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Chester Seabury, 17 Oct 2011 2011
Signed Date

Chester Seabury, Board Chair
Print Name

Board Chair
Title

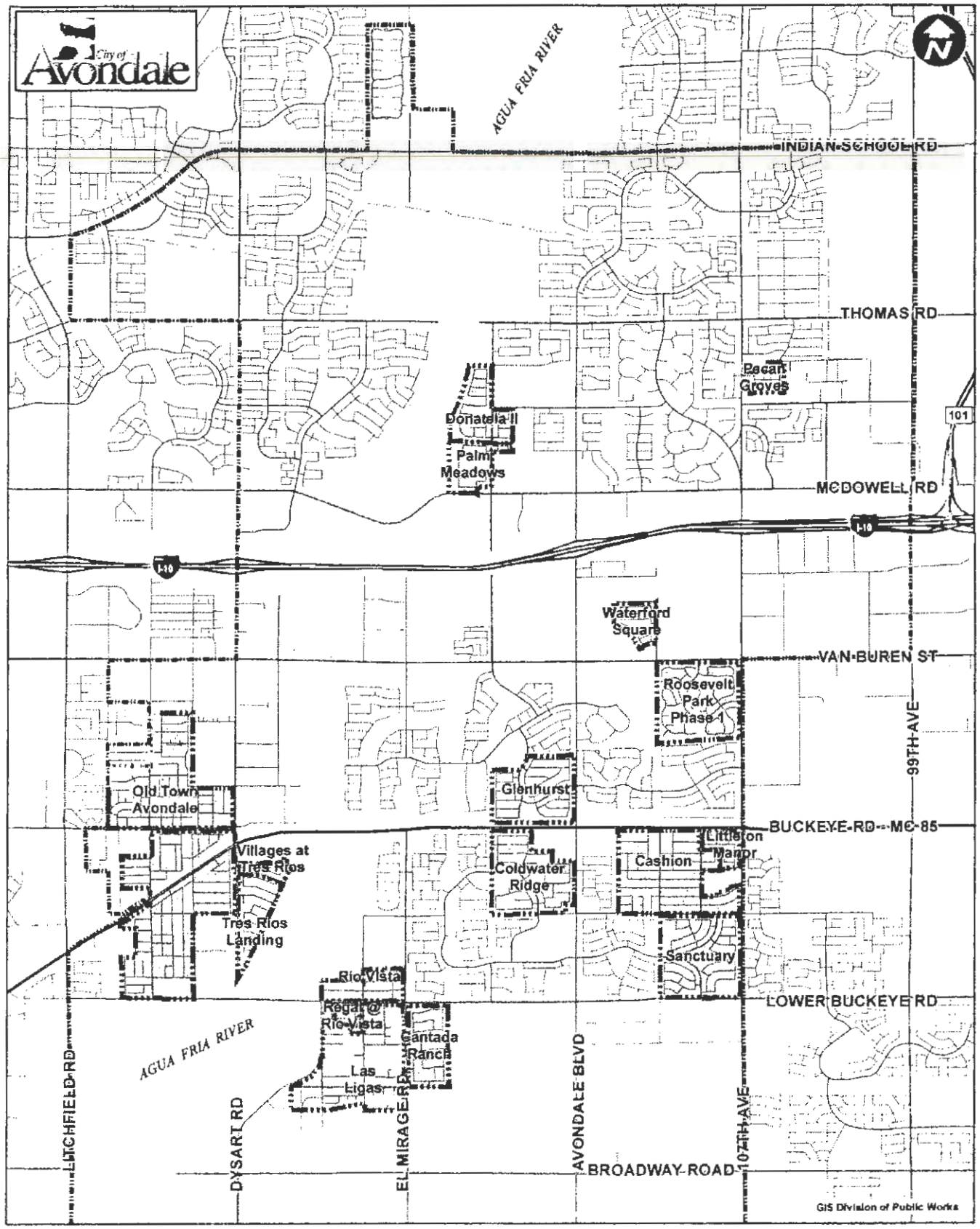
Neighborhood Housing Services of Phoenix, Inc.
Company Name

1405 E McDowell Rd #100
Address

Phoenix, AZ 85006
City, State, Zip Code

END OF ADDENDUM No. 1

1577323.1



scale

0 0.25 0.5 0.75 1 Miles

NSP3 Targeted Neighborhoods - February 2011

HENRY & HORNE, LLP
CERTIFIED PUBLIC ACCOUNTANTS

nhsphoenix
neighborhood housing services of phoenix

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. AND SUBSIDIARIES

PHOENIX, ARIZONA

CONSOLIDATED FINANCIAL STATEMENTS
AND OMB CIRCULAR A-133
SUPPLEMENTARY REPORTS

Year Ended December 31, 2010

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. AND SUBSIDIARIES

Consolidated Financial Statements and OMB Circular A-133 Supplementary Reports

Year Ended December 31, 2010

CONTENTS

	Pages
INDEPENDENT AUDITORS' REPORT	
BASIC CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Statement of Financial Position	1 - 2
Consolidated Statement of Activities	3 - 4
Consolidated Statement of Functional Expenses	5 - 6
Consolidated Statement of Cash Flows	7
Notes to Consolidated Financial Statements	8 - 30
SINGLE AUDIT SECTION	
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	34 - 35
Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133	36 - 37
Schedule of Expenditures of Federal Awards	38
Notes to the Schedule of Expenditures of Federal Awards	39
Schedule of Findings and Questioned Costs	40
Schedule of Prior Year Audit Findings	41
CONSOLIDATING INFORMATION	
Consolidating Statement of Financial Position	45 - 48
Consolidating Statement of Activities	49 - 50

Celebrating 50 Years Of Service

HENRY & HORNE, LLP
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Neighborhood Housing Services of Phoenix, Inc.
Phoenix, Arizona

We have audited the accompanying consolidated statement of financial position of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries at December 31, 2010 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended. These consolidated financial statements are the responsibility of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries at December 31, 2010, and the changes in their net assets and their cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

In accordance with *Government Auditing Standards,* we have also issued our report dated March 16, 2011 on our consideration of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Tempe
2055 E. Warner Road
Suite 101
Tempe, AZ 85284-3487
(480) 839-4800
Fax (480) 839-1749

Scottsdale
7098 E. Cochise Road
Suite 100
Scottsdale, AZ 85253-4517
(480) 483-1170
Fax (480) 483-7126

Casa Grande
1113 E. Cottonwood Lane
Suite 100
Casa Grande, AZ 85122-2950
(520) 836-8201
Fax (520) 426-9232

www.henryandhorne.com

Our audit was conducted for the purpose of forming an opinion on the basic consolidated financial statements of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries taken as a whole. The consolidating statement of financial position and consolidating statement of activities are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. The accompanying schedule of expenditures of federal awards is presented for additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* and is also not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Henry + Horne LLP

Scottsdale, Arizona
March 16, 2011

nhsphoenix

neighborhood housing services of phoenix

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
December 31, 2010

ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$	3,722,070
Restricted cash		589,389
Governmental receivables		123,192
Promises to give		99,350
Other receivables		67,540
Property held for re-sale		3,060,257
Prepaid expenses and deposits		27,340
Mortgage loans receivable, current		62,687
TOTAL CURRENT ASSETS		7,751,825
PROPERTY AND EQUIPMENT, net		2,537,324
OTHER ASSETS		
Mortgage loans receivable, net of current portion		4,089,674
Escrow reserve deposit		54,387
TOTAL OTHER ASSETS		4,144,061
TOTAL ASSETS	$	14,433,210

See accompanying notes.

LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$	646,214
Accrued compensated absences		45,684
Advances on contracts		6,971
Loan impounds and client deposits		866,572
Deferred revenue		1,361,088
Notes payable, current		2,120,599
TOTAL CURRENT LIABILITIES		5,047,128
NOTES PAYABLE, net of current portion		1,826,681
TOTAL LIABILITIES		6,873,809
NET ASSETS		
Unrestricted		2,603,709
Temporarily restricted		3,567,669
Permanently restricted		1,388,023
TOTAL NET ASSETS		7,559,401
TOTAL LIABILITIES AND NET ASSETS	$	14,433,210

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF ACTIVITIES
Year Ended December 31, 2010

	Unrestricted	Temporarily Restricted
SUPPORT AND REVENUE		
Public Support		
Governmental grants	$ 4,233,086	$ 388,722
Nongovernmental grants and contributions	976,450	-
Contributions in-kind	2,808	-
TOTAL SUPPORT	5,212,344	388,722
Revenue		
Fees	905,856	-
Interest income on mortgages	268,071	-
Investment income	4,882	-
TOTAL REVENUE	1,178,809	-
Net assets released from restrictions	671,642	(360,306)
TOTAL SUPPORT AND REVENUE	7,062,795	28,416
EXPENSES		
Program Services		
Homebuyer education	980,735	-
Loan services	4,302,482	-
Affordable housing development	761,824	-
Agency funds	107,072	-
La Ciudad, LLC	185,752	-
TOTAL PROGRAM SERVICES	6,337,865	-
Supporting Services		
Management and general	508,523	-
Community outreach	45,654	-
Resource development	83,352	-
TOTAL SUPPORTING SERVICES	637,529	-
TOTAL EXPENSES	6,975,394	-
Changes in net assets	87,401	28,416
NET ASSETS, BEGINNING OF YEAR	2,516,308	3,539,253
NET ASSETS, END OF YEAR	$ 2,603,709	$ 3,567,669

See accompanying notes.

Permanently Restricted	Total
$ 110,750	$ 4,732,558
-	976,450
-	2,808
110,750	5,711,816
-	905,856
-	268,071
-	4,882
-	1,178,809
(311,336)	-
(200,586)	6,890,625
-	980,735
-	4,302,482
-	761,824
-	107,072
-	185,752
-	6,337,865
-	508,523
-	45,654
-	83,352
-	637,529
-	6,975,394
(200,586)	(84,769)
1,588,609	7,644,170
$ 1,388,023	$ 7,559,401

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
Year Ended December 31, 2010

	PROGRAM SERVICES				
	Homebuyer Education	Loan Services	Affordable Housing Development	Agency Funds	La Ciudad, LLC
Salaries and wages	$ 643,709	$ 178,579	$ 103,821	$ -	$ -
Employee benefits/payroll taxes	115,829	25,691	13,690	-	-
TOTAL SALARIES, WAGES AND RELATED EXPENSES	759,538	204,270	117,511	-	-
Professional fees	30,945	62,223	225,012	59,097	-
Rent	100,854	17,774	10,205	-	-
Operating supplies	31,310	4,613	2,305	30,131	130
Property taxes	-	-	7,807	-	18,701
Telephone and utilities	6,179	2,308	1,221	2,205	18,161
Postage and printing	1,784	4,892	32	1,991	-
Equipment rental and maintenance	20,211	7,543	4,149	469	-
Advertising and marketing	75,210	259	1,323	7,646	-
Travel and training	12,944	2,039	7,388	4,413	-
Repairs and maintenance	12,255	4,654	21,702	2,500	12,025
Insurance	10,024	3,647	5,977	1,293	4,432
Dues and subscriptions	1,183	226	1,670	371	-
Other expenses	240	120,178	6,622	-	-
Interest	-	95,700	6,000	-	76,213
Subsidies to clients	-	3,333,202	41,781	-	-
Property loss reserve	-	-	312,302	-	-
Bad debt expense	-	451,866	-	-	-
Hospitality	2,053	-	-	762	-
TOTAL EXPENSE BEFORE DEPRECIATION	1,064,730	4,315,394	773,007	110,878	129,662
Depreciation	16,461	4,726	2,349	-	56,090
TOTAL EXPENSES BEFORE ELIMINATIONS	1,081,191	4,320,120	775,356	110,878	185,752
Eliminations	(100,456)	(17,638)	(13,532)	(3,806)	-
TOTAL EXPENSES	$ 980,735	$ 4,302,482	$ 761,824	$ 107,072	$ 185,752

See accompanying notes.

	SUPPORTING SERVICES				
Subtotal	Management and General	Resource Development	Community Outreach	Subtotal	Total
$ 926,109	$ 243,342	$ 57,603	$ 31,540	$ 332,485	$ 1,258,594
155,210	33,669	7,080	5,413	46,162	201,372
1,081,319	277,011	64,683	36,953	378,647	1,459,966
377,277	67,915	287	312	68,514	445,791
128,833	36,715	2,610	2,094	41,419	170,252
68,489	5,504	3,528	808	9,840	78,329
26,508	185	-	-	185	26,693
30,074	3,848	1,088	346	5,282	35,356
8,699	1,015	178	155	1,348	10,047
32,372	6,683	1,361	1,031	9,075	41,447
84,438	65	7,828	3,582	11,475	95,913
26,784	1,232	152	844	2,228	29,012
53,136	5,589	426	320	6,335	59,471
25,373	2,421	478	406	3,305	28,678
3,450	1,953	764	20	2,737	6,187
127,040	2,047	200	-	2,247	129,287
177,913	124,122	-	-	124,122	302,035
3,374,983	-	-	-	-	3,374,983
312,302	-	-	-	-	312,302
451,866	800	-	-	800	452,666
2,815	-	1,374	-	1,374	4,189
6,393,671	537,105	84,957	46,871	668,933	7,062,604
79,626	7,999	972	852	9,823	89,449
6,473,297	545,104	85,929	47,723	678,756	7,152,053
(135,432)	(36,581)	(2,577)	(2,069)	(41,227)	(176,659)
$ 6,337,865	$ 508,523	$ 83,352	$ 45,654	$ 637,529	$ 6,975,394

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
Year Ended December 31, 2010

CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$	(84,769)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation		89,449
Change in allowance for mortgage loans receivable		559,858
Change in imputed interest		142,315
Impairment of property held for re-sale		110,133
Gain on sale of properties held for sale		(63,278)
Changes in operating assets and liabilities:		
Decrease (increase) in:		
Governmental receivables		141,592
Promises to give		(99,350)
Other receivables		10,995
Prepaid expenses and deposits		6,631
Increase (decrease) in:		
Accounts payable and accrued expenses		263,127
Accrued compensated absences		9,383
Deferred revenues		(19,566)
Advances on contracts		2,132
NET CASH PROVIDED BY OPERATING ACTIVITIES		1,068,652
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment		(67,555)
Transfer to escrow reserve deposit		(54,387)
Change in loan impounds and client deposits		188,073
Payments received on mortgage loans receivable		66,085
Payments received for sale of mortgage loans receivable		543,871
Proceeds from sale of property held for re-sale		1,540,184
Purchase of and improvement costs for property held for re-sale		(714,173)
Change in restricted cash		(199,217)
Mortgage loans issued		(548,671)
NET CASH PROVIDED BY INVESTING ACTIVITIES		754,210
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on recoverable grant		(75,000)
Proceeds from notes payable		25,000
Payments on notes payable		(1,901,418)
NET CASH USED BY FINANCING ACTIVITIES		(1,951,418)
NET DECREASE IN CASH AND CASH EQUIVALENTS		(128,556)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR		3,850,626
CASH AND CASH EQUIVALENTS, END OF YEAR	$	3,722,070
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest	$	197,944

See accompanying notes.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Neighborhood Housing Services of Phoenix, Inc. (the "Organization") and its subsidiary, Phoenix Housing Partnership, LLC, are dedicated to the revitalization of Phoenix neighborhoods by providing a full range of services and programs to encourage, create and support homeownership.

The Organization provides services in three major program areas, which are as follows:

Homebuyer Education – All borrowers are required to attend an eight hour homebuyer education class on the process of purchasing a home and the responsibilities of homeownership. Classes are taught in English and Spanish. Clients who want to pursue homeownership are also provided individual counseling on budget and credit issues, as needed. A six hour financial literacy curriculum is also offered to all clients to improve personal financial management skills. In addition, foreclosure prevention counseling is provided to existing homeowners who are experiencing financial difficulties.

Loan Services – The Organization is a licensed mortgage bank in the State of Arizona, an approved Fannie Mae seller/servicer, and a U.S. Department of Housing and Urban Development (HUD) approved FHA correspondent. The Organization originates and services first and second mortgage loans and down payment/closing cost assistance grants and loans. The Organization develops and/or administers special mortgage programs that meet the credit needs of low and moderate income borrowers. Loan terms may vary from conventional interest-bearing and fully amortizing to fully forgivable loans which subsidize a home purchase.

Affordable Housing Development – The Organization develops affordable single family homes in neighborhoods targeted for revitalization efforts by its board of directors. These development programs primarily focus on acquisition and rehabilitation of single family homes which are mainly located in low to moderate-income census track areas and are funded with governmental grants to subsidize the cost of development.

New construction standards exceed the minimum requirements of both HUD and the City of Phoenix. The new construction standards seek to eliminate the need for major replacement or repair costs for homebuyers in the first five years of ownership.

In 2004, the Organization created the Phoenix Housing Partnership, LLC, a wholly-owned subsidiary. In 2005, the Partnership purchased land on which to build a 65-unit single-family subdivision. There was no activity in 2010 in this entity.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

During 2006, La Ciudad, LLC ("La Ciudad") was formed as a wholly-owned subsidiary of Neighborhood Housing Services of Phoenix, Inc. for the purpose of owning and managing a 10,600 square foot office building. The Organization is the only tenant currently occupying approximately 8,500 square feet (80%) of rentable space.

Arizona Foreclosure Prevention Task Force ("Task Force") was formed for the purpose of reducing the number of residential foreclosures in Arizona and the impact of foreclosures on families and communities. The Organization has both an economic interest in and control of the Task Force through the Organization's authority to appoint the majority of board members for the Task Force. The Organization also serves as a fiscal sponsor of the Task Force.

Basis of Consolidation

The consolidated financial statements include the accounts of Neighborhood Housing Services of Phoenix, Inc., its wholly-owned subsidiaries, Phoenix Housing Partnership, LLC and La Ciudad, LLC, and the Task Force. Significant transactions and balances between the Organization and these entities have been eliminated.

Basis of Presentation

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting. The Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Temporarily restricted net assets consist of funds held for down-payment assistance, mortgage loans and education counseling. Permanently restricted net assets consist of funds held for financing development projects or mortgage loans.

Fund Accounting

To ensure observance of limitations and restrictions placed on the use of resources available to Neighborhood Housing Services of Phoenix, Inc., the accounts of the Organization are maintained in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purpose. Separate accounts are maintained for each fund.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Accounting (Continued)

The assets, liabilities and net assets of the Organization are reported in the following fund groups:

- Operating funds represent resources that are available for the general operations and certain lending activities of the Organization.

- Homeowner development, NeighborWorks America (NWA) loan fund, Agency funds and Phoenix Housing Partnership, LLC arise from contributions and grants from a variety of sources (including interest and other revenues earned thereon) which may be used only in accordance with the purposes established by the donors and grantors.

- La Ciudad, LLC receives rental income from Neighborhood Housing Services of Phoenix, Inc.

Cash and Cash Equivalents

For the purpose of the statement of cash flows, the Organization considers all highly liquid debt instruments with an original maturity of ninety days or less at date of acquisition to be cash equivalents.

Restricted Cash

Restricted cash consists of amounts specifically reserved for the replacement and leasing reserve as well as grant funding that has not yet been expended in accordance with restricted purposes.

Governmental Receivables, Other Receivables and Governmental Grants

The Organization receives grants from various city, state and federal agencies and other organizations and recognizes revenues from these grants as services are provided. A receivable is recorded to the extent the amount earned exceeds cash advances. Conversely, deferred revenue is recorded when cash advances exceed amounts earned. Funding sources may, at their discretion, request reimbursement for expenses or return of funds, or both, as a result of noncompliance by the Organization with the terms of the grants or contracts.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Receivables, Other Receivables and Governmental Grants (Continued)

Receivables are stated at the amount management expects to collect. Management provides for probable uncollectible amounts through a charge to earnings and a credit to the allowance for uncollectible accounts based on their assessment of the current status of individual receivables. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to allowance for uncollectible accounts and a credit to receivables. At December 31, 2010, management expects receivables to be fully collectible, and no allowance has been recorded. Receivables include approximately $41,300 as of December 31, 2010 that are greater than 90 days outstanding.

Promises to Give

Unconditional promises to give are recognized as revenue in the period the promise is received and as assets, decreases of liabilities or expenses depending on the form of the benefit received. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using interest rates as determined by management applicable to the years in which the promises are received. If applicable, amortization of the discounts is included in contributions. Promises to give recorded in the consolidated statement of financial position at December 31, 2010 are receivable within one year.

Property Held for Re-Sale

Real estate held for sale is stated at the lower of cost or market and includes land under development, developed lots, direct and indirect costs of housing construction, and overhead incurred during the development period. Cost is determined by the specific identification method.

Mortgage Loans Receivable

Mortgage loans receivable are stated at unpaid principal balances, less an allowance for uncollectible loans. Interest on amortizing loans is recognized over the term of the loan and is calculated using conventional mortgage methods on principal amounts outstanding.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Mortgage Loans Receivable (Continued)

The allowance for uncollectible loans is increased by charges to income and decreased by charge-offs (net of recoveries). Management's periodic evaluation of the adequacy of the allowance is based on the Organization's past loan loss experience, known and other risk elements inherent in the portfolio, specified impaired loans, adverse situations that may affect the borrower's ability to repay, estimated value of the underlying collateral and current economic conditions.

The Organization considers a loan impaired when, based on current information or factors, it is probable that the Organization will not collect the principal and interest payments according to the loan agreement. Management considers many factors in determining whether a loan is impaired, such as payment history, value of collateral and other factors. Loans that are contractually delinquent less than three months are generally not considered impaired. Management continually monitors delinquent loans to ensure collection and to determine impairment, if necessary. The Organization measures impairment on a loan-by-loan basis by using the fair value of collateral.

Property and Equipment

Acquisitions of property and equipment in excess of $500 are capitalized. Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of gift to the Organization. Depreciation and amortization is computed using the straight-line method over the following general range of estimated useful lives:

	Estimated Useful Lives
Office building	39 years
Furniture, fixtures and equipment	3 – 7 years
Leasehold improvements	9 years

Major additions and improvements are capitalized. Maintenance and repairs are expensed as incurred. When property and equipment is sold or otherwise disposed of, the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in operations.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Impairment of Long-Lived Assets

The Organization reviews for the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

Fair Value Measurements

The Accounting Standards Codification establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are as follows:

Level 1 — Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 — Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 — Inputs to the valuation methodology are unobservable and significant to the fair value measurement, and usually reflect the Organization's own assumptions about the assumptions that market participants would use in pricing the assets (i.e. real estate valuations, broker quotes).

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements (Continued)

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

Endowment Funds

The Organization's endowment consists of funds restricted for the NeighborWorks America (NWA) loan fund. Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization follows the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA) and its own governing documents. UPMIFA requires the preservation of endowment funds. When a donor's intent is not expressed, UPMIFA directs the Organization to spend an amount that is prudent, consistent with the purposes of the fund, relevant economic factors and the donor's intent that the fund continue in perpetuity.

The Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the NWA fund agreement, the Organization is required to invest and use the endowment to purchase housing opportunities for qualifying low-income individuals. In addition, the Organization may fund mortgage loans to low-income qualifying individuals to purchase these properties or other qualifying properties.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Loan Impounds and Client Deposits

Loan impounds and client deposits consist of amounts collected by the Organization to pay property taxes and insurance on behalf of the homeowner.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support, depending on the existence and/or nature of any donor restrictions. All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily or permanently restricted net assets are reclassified to unrestricted nets assets and reported in the consolidated statement of activities as net assets released from restrictions. However, if a restriction is fulfilled in the same time period in which the contribution is received, the Organization reports the support as unrestricted.

Contributions of donated non-monetary assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation services, are recorded at their fair market values in the period received. Volunteers donate a significant amount of time to the Organization's program services, but these amounts have not been reflected in the accompanying consolidated financial statements as it does not meet the recognition criteria.

Fees

Fee revenue consists primarily of fees related to homebuyer education and loan services provided by the Organization. Fees are recognized as services are provided.

Advertising Costs

Advertising costs are charged to operations as incurred. Advertising expenses totaled $95,913 in 2010.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocations of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on the percentage of total full-time employees in each line of business.

Income Tax Status

The Organization qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (the "Code") and, accordingly, there is no provision for income taxes in the accompanying consolidated financial statements. In addition, the Organization qualifies for the charitable contribution deduction under Section 170 of the Code and has been classified as an organization that is not a private foundation. Income determined to be unrelated business taxable income (UBTI) would be taxable. Phoenix Housing Partnership, LLC and La Ciudad, LLC are organized as Arizona limited liability companies whose sole member is the Organization. For income tax purposes, these are disregarded entities and are treated as departments of the Organization. Accordingly, they are exempt from income taxes under applicable sections of the IRC and the Arizona Revised Statutes and have been classified as organizations that are not private foundations.

The Organization recognizes uncertainty in income taxes in the financial statements when it is more likely-than-not that the positions will not be sustained upon examination by the tax authorities. As of December 31, 2010, the Organization had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

The federal informational returns of the Organization for the years ended prior to December 31, 2007 and state informational returns for the years ended prior to December 31 2006 are subject to examination by the taxing authorities, generally for three and four years respectively, after they were filed.

The Organization recognizes interest and penalties associated with income taxes in operating expenses. During the year ended December 31, 2010, the Organization did not have any income tax related interest and penalty expense.

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Management's Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts in the consolidated financial statements and accompanying notes. Accordingly, actual results could differ from these estimates. Significant estimates include the allowance for uncollectible mortgage loans and the value of property held for re-sale.

Date of Management's Review

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through March 16, 2011, the date the financial statements were available to be issued.

NOTE 2 CONCENTRATIONS OF CREDIT RISK

Financial instruments that subject the Organization to potential concentrations of credit risk consist principally of cash and cash equivalents. The Organization maintains its cash in bank accounts which may periodically exceed federally insured deposit limits. Deposits in non-interest-bearing accounts are fully insured through December 31, 2012 under the Dodd-Frank Act. At December 31, 2010, the Organization's bank balances did not exceed the federally insured limits.

The Organization extends loans to low and moderate-income residents of a limited geographic area. Although loans are collateralized by the borrowers' property, a risk exists that property values may fall below the loan values creating a concentration of credit risk.

NOTE 3 GOVERNMENTAL RECEIVABLES

At December 31, 2010, governmental receivables consisted of:

City of Phoenix	$	49,479
NeighborWorks America		31,180
State of Arizona		26,998
Other		15,535
Total governmental receivables	$	123,192

At December 31, 2010, management considers governmental receivables to be fully collectible; therefore, no allowance has been recorded.

NOTE 4 PROPERTY HELD FOR RE-SALE

The Organization purchases in-fill lots for construction of new single-family homes under various programs. At December 31, 2010, the Organization held 6 completed homes, 11 homes under construction and 26 parcels of land. The parcels of land are intended for use in future projects. All property is carried at the lower of cost or market (fair value). Depreciation is not recorded on property held for re-sale.

Property held for re-sale is evaluated for impairment and is measured at fair value on a nonrecurring basis. The fair value is derived using comparable sales in the real estate market in the same geographic location.

The following table summarizes fair value at December 31, 2010:

	Level 1	Level 2	Level 3	Total
Property held for re-sale	$ -	$ 3,060,257	$ -	$ 3,060,257

In 2010, the Organization recorded impairment losses on impairment of $110,133 for property held for re-sale. The Organization also recorded a loss in 2010 of $210,883 for pre-development fees that were previously capitalized as property held for re-sale. The Organization does not intend to proceed with the project that the pre-development fees relate to.

NOTE 5 MORTGAGE LOANS RECEIVABLE

The Organization extends long-term (up to 30 years) mortgage loans under several programs to enable clients to purchase homes. Interest rates on existing amortizing loans receivable range from 2.0% to 9.5%. The majority of these loans carry interest rates in the range of 5.0% to 7.5%. Deferred and forgivable loans are non-interest bearing. Forgivable loans are generally provided for down payment assistance and the balance is assigned to the City of Phoenix. These forgivable loans require the homeowner to occupy the premises for a period of five to ten years, after which the loan is forgiven. In the event that the homeowner sells the property before the forgivable period has expired, the homeowner must repay the original assistance amount. Therefore, forgivable loans are fully reserved. All loans are generally secured by a deed of trust on the property and certain loans are forgivable if the client meets certain ongoing requirements. Mortgage loans are carried at net realizable value, and consist of the following at December 31, 2010. Management believes that the amount of the allowance is adequate given the nature of the loans and the value of the related collateral.

Amortizing loans:	
Phoenix Family Housing fund	$ 2,938,345
Homeowner development funds	371,644
NWA loan fund	593,798
	3,903,787
Deferred loans (due on sale):	
Homeowner development funds	494,280
NWA loan fund	128,409
	622,689
Forgivable loans:	
Homeowner development funds	478,615
Total loans receivable	5,005,091
Less: allowance for uncollectible mortgage loans	(852,730)
Net mortgage loans receivable	4,152,361
Current portion	(62,687)
Long-term portion	$ 4,089,674

NOTE 5 MORTGAGE LOANS RECEIVABLE (Continued

The roll-forward for the allowance for uncollectible mortgage loans during 2010 is as follows:

Allowance, January 1, 2010	$ 502,125
Less: write-offs of uncollectible amounts	(209,253)
Additions to allowance	559,858
Allowance, December 31, 2010	$ 852,730

Loans are expected to be collected as follows for the next five years and thereafter:

Year Ended December 31,	Amortizing Loan Collections
2011	$ 62,687
2012	66,240
2013	70,320
2014	72,494
2015	75,216
Thereafter	3,556,830
Total	$ 3,903,787

As of December 31, 2010, amortizing loans were delinquent as follows:

	Number of Loans	Operating Funds	NWA Loan Funds	Total
30 to 60 days	4	$ 350,674	$ -	$ 350,674
60 to 90 days	7	595,966	-	595,966
Over 90 days	7	329,224	247,571	576,795
Total	18	$ 1,275,864	$ 247,571	$1,523,435

At December 31, 2010, the total recorded investment in impaired loans amounted to approximately $576,795. For the year ended December 31, 2010, the average recorded investment in impaired loans was approximately $934,000. At December 31, 2010, the allowance for loan losses related to impaired loans was approximately $173,000. Interest income on impaired loans of $18,897 was recognized for cash payments received in 2010.

NOTE 6 PROPERTY AND EQUIPMENT

At December 31, 2010, property and equipment consisted of:

Land	$ 458,964
Office building	2,134,786
Furniture, fixtures and equipment	141,157
Leasehold improvements	117,750
Total cost and donated value	2,852,657
Accumulated depreciation	(315,333)
Property and equipment, net	$ 2,537,324

Depreciation expense charged to operations was $89,449 for 2010.

NOTE 7 LOAN CONTINGENCIES

The Organization occasionally sells certain mortgage loans receivable at carrying value. Some loans are sold with recourse subject to loan reserve requirements. All such loans are serviced by the Organization in exchange for a monthly servicing fee on the outstanding balances of the loans. During 2010, the Organization sold loans to one financial institution. The Organization was required to make an escrow reserve deposit of $54,387, which represents 10% of total loans sold to the financial institution, to be used in the event of any loan defaults. Any remaining balance of the deposit will be returned to the Organization from the financial institution in August 2012. At December 31, 2010, there were no loans outstanding that were specifically held for sale.

NOTE 8 NOTES PAYABLE

Notes payable at December 31, 2010 consist of the following:

	Maturity Value	Discount	Current Note Balance
$250,000 face amount note payable to a bank in quarterly installments of interest only at 2%. Interest is imputed at 6% in accordance with below-market-rate interest rules. The note is due July 6, 2013 and is unsecured.	$ 250,000	$ 23,055	$ 226,945

NOTE 8 NOTES PAYABLE (Continued)

	Maturity Value	Discount	Current Note Balance
$50,000 face amount note payable to a bank in quarterly installments of interest only at 4%. Interest is imputed at 8% in accordance with below-market-rate interest rules. The note is due December 10, 2011 and is unsecured.	50,000	1,803	48,197
$2,000,000 face amount note payable to a nonprofit public benefit corporation in monthly installments of interest at 6.5% with periodic principal payments upon sale of subject purchase inventory. The note is due September 29, 2011 and is secured by property held for re-sale.	383,932	-	383,932
$250,000 face amount note payable to a bank in quarterly installments of interest only at 2%. Interest is imputed at 5% in accordance with below-market-rate interest rules. The note is due September 8, 2018 and is unsecured.	250,000	61,418	188,582
$250,000 face amount note payable to a bank in quarterly installments of interest only at 3%. Interest is imputed at 6% in accordance with below-market-rate interest rules. The note is due June 23, 2011 and is unsecured.	186,667	3,667	183,000

NOTE 8 NOTES PAYABLE (Continued)

	Maturity Value	Discount	Current Note Balance
$250,000 face amount note payable to a bank in quarterly installments of interest only at 3%. Interest is imputed at 6.75% in accordance with below-market-rate interest rules. The note is due June 23, 2011 and is unsecured.	250,000	4,571	245,429
$250,000 face amount note payable to a bank in quarterly installments of interest only at 3%. Interest is imputed at 8% in accordance with below-market-rate interest rules. The note is due June 23, 2011 and is unsecured.	250,000	7,443	242,557
$250,000 face amount note payable to a bank in quarterly installments of interest only at 3%. Interest is imputed at 8.25% in accordance with below-market-rate interest rules. The note is due June 23, 2011 and is unsecured.	250,000	8,156	241,844
$500,000 face amount note payable to a bank in quarterly installments of interest only at 3%. Interest is imputed at 8.75% in accordance with below-market-rate interest rules. The note is due June 23, 2011 and is unsecured.	500,000	16,579	483,421

NOTE 8 NOTES PAYABLE (Continued)

	Maturity Value	Discount	Current Note Balance
$250,000 face amount note payable to a bank in quarterly installments of interest only at 3%. Interest is imputed at 8% in accordance with below-market-rate interest rules. The note is due June 23, 2011 and is unsecured.	250,000	6,067	243,933
$250,000 face amount note payable to a bank in quarterly installments of interest only at 3%. Interest is imputed at 8.25% in accordance with below-market-rate interest rules. The note is due June 5, 2017 and is unsecured.	250,000	65,774	184,226
$300,000 face amount note payable to a bank in quarterly installments of interest only at 2%. Interest is imputed at 3.4% in accordance with below-market-rate interest rules. The note is due June 24, 2012 and is unsecured.	300,000	6,099	293,901
$1,100,000 face amount note payable to a bank payable in monthly installments of principal and interest at 5.05%. Interest is imputed at 8% in accordance with below-market-rate interest rules. The note is due May 1, 2014 and is secured by an office building.	1,045,000	86,477	958,523

NOTE 8 NOTES PAYABLE (Continued)

	Maturity Value	Discount	Current Note Balance
$25,000 face amount note payable to a bank with an interest rate of 0%. Interest is imputed at 5.5% in accordance with below-market-rate interest rules. The note is due September 1, 2012 and is unsecured.	25,000	2,210	22,790
Total notes payable	$ 4,240,599	$ 293,319	$ 3,947,280
Current portion			2,120,599
Long-term portion			$ 1,826,681

Annual principal payments due on notes payable over the next five years are as follows:

Year Ending December 31,	
2011	$ 2,120,599
2012	325,000
2013	250,000
2014	1,045,000
2015	-
Thereafter	500,000
Total	$ 4,240,599

Total interest on long-term debt for the year ended December 31, 2010 was $302,035, including approximately $142,000 for amortization of imputed interest.

Certain loans contain various financial and non-financial covenants that require the Organization to obtain a minimum net revenue and maintain a minimum debt coverage ratio. The Organization did not meet one of these annual financial covenants for the year ended December 31, 2010. The Organization obtained a waiver letter from the lender for the covenant violation.

NOTE 9 TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets were restricted for the following purposes:

Homeowner development funds:	
Providing down payment grants and loans to low and moderate income families borrowing under various programs, and development of affordable housing units, included in cash and cash equivalents, property held for re-sale and mortgage loans receivable in the accompanying consolidated statement of financial position.	$ 3,186,854
NWA loan funds:	
Providing down payment grants and loans to low and moderate income families borrowing under various programs, and development of affordable housing units, included in cash and cash equivalents, property held for re-sale and mortgage loans receivable in the accompanying consolidated statement of financial position.	227,474
Agency funds:	
Providing education and resources to Arizona Housing Counseling Collaborative, included in cash and cash equivalents in the accompanying consolidated statement of financial position.	140,260
Other	13,081
Total temporarily restricted net assets	$ 3,567,669

NOTE 9 TEMPORARILY RESTRICTED NET ASSETS (Continued)

Revenue earned from the use of the above net assets is also temporarily restricted for eligible activities.

During the year ended December 31, 2010, temporarily restricted net assets were released from program restrictions as follows:

Homeowner development funds:	
Loss on sale of property held for re-sale	$ 100,007
Impairment loss on property held for re-sale	110,133
Write off pre-development fees	85,591
Other	59,110
	354,841
NWA loan funds:	
Capital conversion (Note 10)	(147,475)
Loan loss reserves	120,000
Other	25,960
	(1,515)
Agency funds:	
Management fees incurred	6,980
Total temporarily restricted net assets released from restrictions	$ 360,306

The release of $120,000 during the year ended December 31, 2010 for the loan loss reserves was made in accordance with Section V a.1) ii of the NeighborWorks America Investment and Grant Agreement.

NOTE 10 PERMANENTLY RESTRICTED NET ASSETS

The Organization has entered into a NeighborWorks America Investment and Grant Agreement. Per the terms of this agreement, the Organization has established a permanently restricted fund. The fund is used for neighborhood revitalization expenditures, including for acquisition and construction costs of homes and for making home loans. The fund is replenished with principal payments received on the loans and with funds generated from sales of homes.

NOTE 10 PERMANENTLY RESTRICTED NET ASSETS (Continued)

The changes in endowment net assets for the year ended December 31, 2010 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, January 1, 2010	$ 758,311	$ 200,000	$ 1,588,609	$ 2,546,920
Contributions	-	-	110,750	110,750
Interest income	-	28,501	-	28,501
Appropriated for expenditures	(758,311)	(228,501)	-	(986,812)
Capital conversion of endowment net asset	163,861	147,475	(311,336)	-
Endowment net assets, December 31, 2010	$ 163,861	$ 147,475	$ 1,388,023	$ 1,699,359

During 2010, NeighborWorks America converted $311,336 of the endowment funds to be used for operating activities, thereby releasing the funds from restriction.

NOTE 11 COMMITMENTS AND OTHER CONTINGENCIES

The Organization participates in numerous program grants and contracts. These grants, contracts and agreements are subject to financial and compliance audits by other parties. The purpose of these audits is to ensure compliance with the terms of the grant, contract or agreement. Grantor agencies may, at their discretion, request reimbursement for expenses or return of funds, or both, as a result of noncompliance by the Organization with terms of the grants or contracts. Lenders may, at their discretion, request repayment of the outstanding loan balances as a result of noncompliance with debt agreements.

NOTE 11 COMMITMENTS AND OTHER CONTINGENCIES (Continued)

The Organization leases equipment under a lease agreement expiring in May 2013. Minimum future rental payments under the operating lease at December 31, 2010 are as follows:

Year Ending December 31,	
2011	$ 15,492
2012	15,492
2013	4,742
Total future minimum lease payments	$ 35,726

NOTE 12 ADJUSTED NET WORTH – HUD TITLE II LOAN CORRESPONDENT

As a Title II Loan Correspondent, the Organization is required by the U.S. Department of Housing and Urban Development (HUD) to maintain adjusted net worth of $63,000, as defined in the *Consolidated Audit Guide for Alerts of HUD Programs.*

The calculation of net worth is as follows:

Unrestricted net assets per the consolidated statement of financial position of Neighborhood Housing Services of Phoenix, Inc.	$ 2,603,709
Unacceptable assets	(150)
Adjusted net worth for HUD retirement programs	2,603,559
Amount required by HUD	63,000
Adjusted net worth above HUD requirement	$ 2,540,559

NOTE 13 ECONOMIC DEPENDENCY

The Organization receives a significant amount, approximately 50%, of public support and revenue either directly or indirectly from the Arizona Department of Housing. Loss of this revenue in the future could have a materially adverse effect on the programs offered by the Organization.

NOTE 14 PENSION PLAN

The Organization established a 401(k) plan effective January 1, 2004. The plan covers all employees over the age 21 who work at least 1,000 hours and have one year of service. Employees may contribute up to 100% of compensation not to exceed $16,500 in 2010. The Organization may make a discretionary matching contribution to be determined annually by the board of directors. No matching contributions have been determined for 2010.

nhsphoenix

neighborhood housing services of phoenix

NEIGHBORHOOD HOUSING SERVICES
OF PHOENIX, INC. AND SUBSIDIARIES

OMB CIRCULAR A-133
SUPPLEMENTARY REPORTS

(This page intentionally left blank)

Celebrating 50 Years Of Service

HENRY & HORNE, LLP
Certified Public Accountants

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries
Phoenix, Arizona

We have audited the consolidated financial statements of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries as of and for the year ended December 31, 2010, and have issued our report thereon dated March 16, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Tempe
2055 E. Warner Road
Suite 101
Tempe, AZ 85284-5487
(480) 838-4900
Fax (480) 890-1749

Scottsdale
7098 E. Cochise Road
Suite 100
Scottsdale, AZ 85253-4517
(480) 483-1170
Fax (480) 483-7126

Casa Grande
1115 E. Cottonwood Lane
Suite 106
Casa Grande, AZ 85122-2930
(520) 836-8201
Fax (520) 426-8452

www.henryandhorne.com

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, Board of Directors, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Henry + Horne, LLP

Scottsdale, Arizona
March 16, 2011

Celebrating 50 Years Of Service

HENRY & HORNE, LLP
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Board of Directors
Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries
Phoenix, Arizona

Compliance

We have audited the compliance of the Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended December 31, 2010. Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' management. Our responsibility is to express an opinion on Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' compliance with those requirements.

Tempe
2035 E. Warner Road
Suite 101
Tempe, AZ 85284-3487
(480) 839-4900
Fax (480) 839-2749

Scottsdale
7098 E. Cochise Road
Suite 100
Scottsdale, AZ 85253-4517
(480) 483-1170
Fax (480) 483-7126

Casa Grande
1113 E. Cottonwood Lane
Suite 100
Casa Grande, AZ 85122-2850
(520) 836-8201
Fax (520) 426-0432

www.henryandhorne.com

Compliance (Continued)

In our opinion, the Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended December 31, 2010.

Internal Control Over Compliance

Management of the Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, Board of Directors, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Henry + Horne, LLP

Scottsdale, Arizona
March 16, 2011

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended December 31, 2010

Federal Grantor / Pass-Through Grantor / Program	Federal CFDA Number	Grantor's Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
City of Phoenix:			
Community Development Block Grant	14.218	124722	$ 11,920
Community Development Block Grant	14.218	129298	7,928
Community Development Block Grant	14.218		11,659
Local Initiative Support Corporation:			
Community Development Block Grant	14.218	40904-0021	3,910
Community Development Block Grant		259800	1,050
Subtotal CFDA 14.218			36,467
Arizona Department of Housing:			
Neighborhood Stabilization Program	14.228	09-06(B)	3,552,078
Local Initiative Support Corporation:			
Neighborhood Stabilization Program	14.228	40904-0025	3,000
City of Phoenix:			
Neighborhood Stabilization Program	14.228	12744	39,352
Neighborhood Stabilization Program	14.228	98421-004	11,706
Neighborhood Stabilization Program	14.228		3,921
City of Glendale:			
Neighborhood Stabilization Program	14.228	09-14	8,195
Subtotal CFDA 14.228			3,618,252 *
Total U.S. Department of Housing and Urban Development			3,654,719
U.S. Department of Treasury			
Community Development Financial Institution Program	21.020	091FA007888	371,940 *
NeighborWorks America - Capital Grant - nonexpendable	21.000	None	1,247,273
NeighborWorks America - Capital Grant - nonexpendable	21.000	None	10,000
NeighborWorks America - Restricted - expendable	21.000	None	120,000
NeighborWorks America - Operating Grant - expendable	21.000	None	878,594
Total U.S. Department of Treasury			2,627,807
Corporation for National and Community Service			
Local Initiative Support Corporation			
Americorps	94.006	40904-0023	1,059
Total Corporation for National and Community Service			1,059
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 6,283,585

* Denotes major program

See notes to the schedule of expenditures of federal awards.

NEIGHBORHOOD HOUSING SERVICES
OF PHOENIX, INC. AND SUBSIDIARIES
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
December 31, 2010

NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with requirements of *U.S. Office of Management and Budget OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic consolidated financial statements.

NOTE 2 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBERS

The program titles and CFDA numbers were obtained from the 2010 *Catalog of Federal Domestic Assistance.*

NOTE 3 SUBRECIPIENTS

Of the federal expenditures presented in the schedule, Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries provided federal awards to subrecipients as follows:

Program Title	Federal CFDA Number	Amounts Provided to Subrecipients
Neighborhood Stabilization Program	14.228	$ 122,178

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. AND SUBSIDIARIES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
December 31, 2010

Summary of Auditors' Results

1. The auditors' report expresses an unqualified opinion on the financial statements of Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries.

2. No significant deficiencies relating to the audit of the financial statements are reported.

3. No instances of noncompliance material to the financial statements of the Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries were disclosed during the audit.

4. No significant deficiencies relating to the audit of the major federal award programs are reported.

5. The auditors' report on compliance for U.S. Department of Housing-Passed through Arizona Department of Housing, City of Glendale and City of Phoenix– Neighborhood Stabilization Program (CFDA #14.228) and the U.S. Department of Treasury - Community Development Financial Institutions Grant - Recovery (CFDA #21.020) expresses an unqualified opinion.

6. The audit disclosed no findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133.

7. The programs tested as major programs include U.S. Department of Housing-Passed through Arizona Department of Housing, City of Glendale and City of Phoenix– Neighborhood Stabilization Program (CFDA #14.228) and the U.S. Department of Treasury - Community Development Financial Institutions Grant - Recovery (CFDA #21.020).

8. The threshold used for distinguishing between Type A and B programs was $300,000.

9. Neighborhood Housing Services of Phoenix, Inc. and Subsidiaries did not qualify as a low-risk auditee.

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. AND SUBSIDIARIES
SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
DECEMBER 31, 2010

Financial Statement Findings

2009-01 Revenue Recognition

Condition: During 2009 the Organization received grant funding of $1,000,000 in advance. The Organization recorded all the revenue in 2009 however they had not completed the earning process, as outlined by the grant agreement.

Criteria: Generally accepted accounting principles require that revenue be recognized when it is earned not when it is received.

Effect: The Organization's consolidated financial statements grant revenues were overstated by approximately $1,000,000.

Recommendation: The prior auditor recommended that the Organization review the policies and procedures over revenue recognition and update them to ensure revenues are recorded when earned.

Status: Corrected.

NEIGHBORHOOD HOUSING SERVICES
OF PHOENIX, INC. AND SUBSIDIARIES

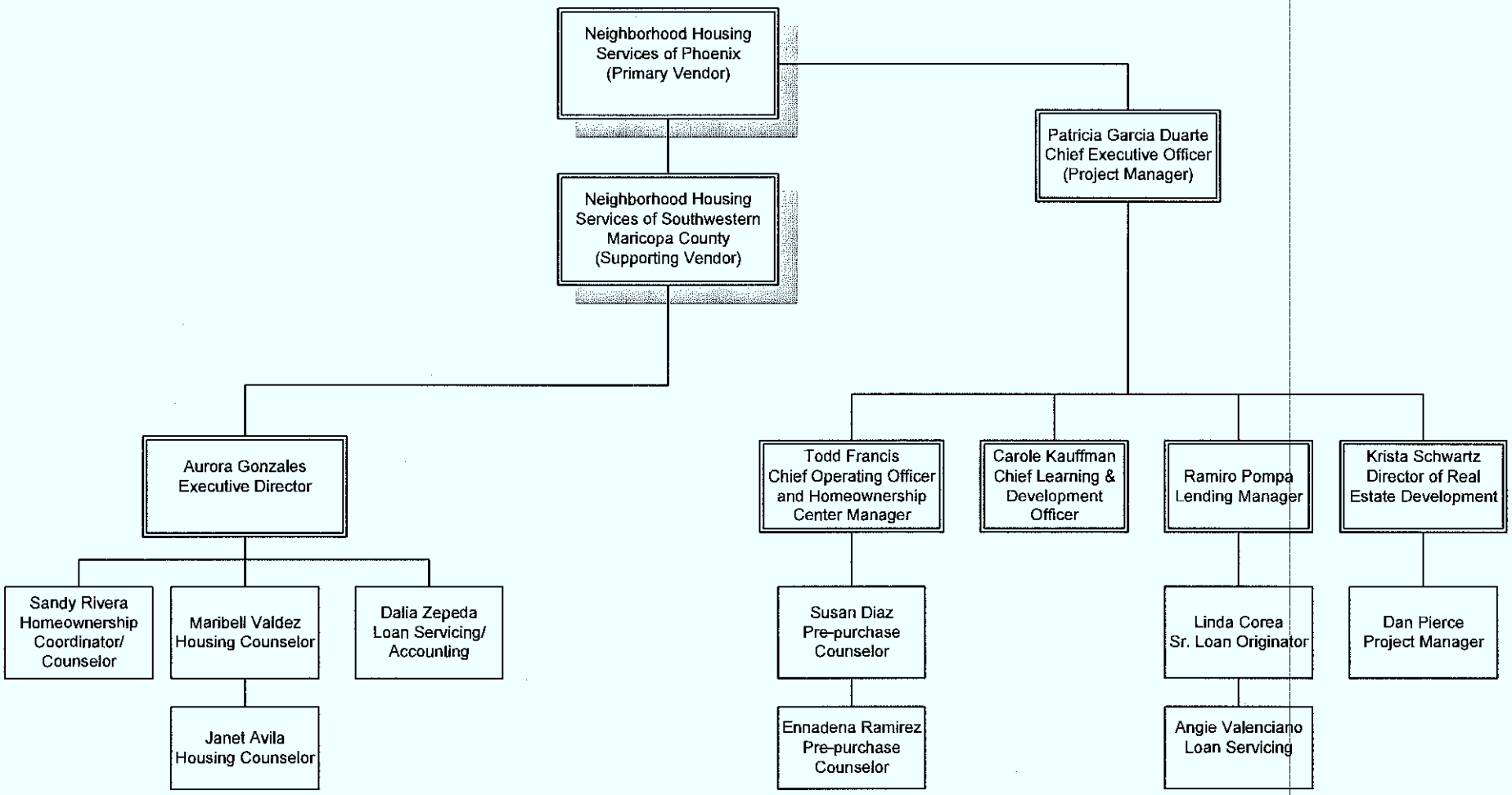
CONSOLIDATING INFORMATION

(This page intentionally left blank)

AZ Foreclosure Prevention Task Force	Total All Funds	Phoenix Housing Partnership, LLC	La Ciudad, LLC	Eliminations	Total
$ 106,011	$ 3,653,835	$ 27,278	$ 40,957	$ -	$ 3,722,070
-	526,057	-	63,332	-	589,389
11,659	123,192	-	-	-	123,192
-	99,350	-	-	-	99,350
-	167,540	-	-	(100,000)	67,540
-	2,891,055	169,202	-	-	3,060,257
-	22,812	-	4,528	-	27,340
-	62,687	-	-	-	62,687
117,670	7,546,528	196,480	108,817	(100,000)	7,751,825
-	132,795	-	2,404,529	-	2,537,324
-	4,089,674	-	-	-	4,089,674
-	54,387	-	-	-	54,387
-	1,637,538	-	-	(1,637,538)	-
-	5,781,599	-	-	(1,637,538)	4,144,061
$ 117,670	$ 13,460,922	$ 196,480	$ 2,513,346	$ (1,737,538)	$ 14,433,210

AZ Foreclosure Prevention Task Force	Total All Funds	Phoenix Housing Partnership, LLC	La Ciudad, LLC	Eliminations	Total
$ 2,769	$ 632,449	$ -	$ 113,765	$ (100,000)	$ 646,214
-	45,684	-	-	-	45,684
-	6,971	-	-	-	6,971
-	866,572	-	-	-	866,572
-	1,361,088	-	-	-	1,361,088
-	2,120,599	-	-	-	2,120,599
2,769	5,033,363	-	113,765	(100,000)	5,047,128
-	868,158	-	958,523	-	1,826,681
2,769	5,901,521	-	1,072,288	(100,000)	6,873,809
-	2,603,709	-	1,441,058	(1,441,058)	2,603,709
114,901	3,567,669	196,480	-	(196,480)	3,567,669
-	1,388,023	-	-	-	1,388,023
114,901	7,559,401	196,480	1,441,058	(1,637,538)	7,559,401
$ 117,670	$ 13,460,922	$ 196,480	$ 2,513,346	$ (1,737,538)	$ 14,433,210

AZ Foreclosure Prevention Task Force	Total All Funds	Phoenix Housing Partnership, LLC	La Ciudad, LLC	Eliminations	Total
$ 52,134	$ 4,732,558	$ -	$ -	$ -	$ 4,732,558
21,250	976,450	-	-	-	976,450
-	2,808	-	-	-	2,808
73,384	5,711,816	-	-	-	5,711,816
-	912,935	-	169,455	(176,534)	905,856
-	268,071	-	-	-	268,071
-	4,712	52	118	-	4,882
-	(16,129)	-	-	16,129	-
-	1,169,589	52	169,573	(160,405)	1,178,809
73,384	6,881,405	52	169,573	(160,405)	6,890,625
-	1,081,191	-	-	(100,456)	980,735
-	4,320,120	-	-	(17,638)	4,302,482
-	775,356	-	-	(13,532)	761,824
63,006	110,878	-	-	(3,806)	107,072
-	-	-	185,752	-	185,752
63,006	6,287,545	-	185,752	(135,432)	6,337,865
-	545,104	-	-	(36,581)	508,523
-	47,723	-	-	(2,069)	45,654
-	85,929	-	-	(2,577)	83,352
-	678,756	-	-	(41,227)	637,529
63,006	6,966,301	-	185,752	(176,659)	6,975,394
10,378	(84,896)	52	(16,179)	16,254	(84,769)
-	-	# -	-	-	-
10,378	(84,896)	52	(16,179)	16,254	(84,769)
104,523	7,644,297	196,428	1,457,237	(1,653,792)	7,644,170
$ 114,901	$ 7,559,401	$ 196,480	$ 1,441,058	$ (1,637,538)	$ 7,559,401



Organizational Chart showing Neighborhood Housing Services of Phoenix (Primary Vendor) and Neighborhood Housing Services of Southwestern Maricopa County (Supporting Vendor)

Prepared for City of Avondale - NSP3 Homebuyer Assistance Program NFS 12-016.

Chart shows key personnel, including Project Manager.

Patricia Garcia Duarte

President and Chief Executive Officer

Ms. Garcia Duarte oversees all affordable housing programs and services provided by Neighborhood Housing Services of Phoenix (NHS Phoenix), a not-for-profit organization established in 1975 in Phoenix, Arizona. Program and services include pre- and post-purchase counseling; foreclosure prevention counseling; financial literacy and homebuyer education; individual credit counseling; mortgage lending; and financing and development of affordable housing projects.

Ms Garcia Duarte has been instrumental in forming creative public and private partnerships to promote the development of affordable homes in neighborhoods targeted for revitalization. During her five year tenure at NHS Phoenix she has greatly expanded programs and services offered to the public by doubling the size of the Organization (to 31 employees), but she has done so in a responsible manner which has strengthened the organization's overall financial position.

Neighborhood Housing Services of Phoenix

As a President and CEO, Ms. Garcia Duarte directs and manages the not-for-profit organization which is dedicated to revitalizing blighted neighborhoods by creating first-time homeowners who will help these neighborhoods thrive. She is responsible for a $1.8 million operating budget, $14.8 million in assets and 31 employees.

JPMorgan Chase/Bank One

As the Arizona Manager of the Community Partnerships Office, Ms. Garcia Duarte was responsible for helping the bank invest in communities to support the bank's responsibilities under the Community Reinvestment Act (CRA). She established partnerships to provide financial literacy education in English and Spanish. Creating more educated consumers especially in low- and moderate-income communities where predatory mortgage lending was a significant problem was priority.

Mercy Housing SouthWest

As a Housing Developer, Ms. Garcia Duarte oversaw housing development projects in Arizona. She prepared feasibility assessments and identified new development opportunities. She also prepared project development budgets, completed financing applications and assembled project development teams.

Neighborhood Housing Services of Phoenix

Ms. Garcia Duarte was the Loan Services Manager responsible for administering and managing a mortgage loan portfolio. She developed and administered a marketing program to recruit potential first-time homebuyers. She also developed loan policies and procedures for various loan programs.

Chicanos Por La Causa, Inc. (CPLC)

Ms. Garcia Duarte was an Economic Development & Housing Specialist. During her six year tenure with CPLC, she managed a small business lending program and asset managed over 200 single-family properties in receivership of the RTC.

Key Highlights

✓ 24 years of experience in community and economic development

Firm:
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX

Experience:
24 years

Education:
Arizona State University, 1987, Bachelor of Science, College of Business Administration & Finance

Employers:
NHS Phoenix – 2006 to Present

JPMorgan Chase/Bank One, Arizona – 1999 to 2006

Mercy Housing SouthWest - 1995 to 1999

Neighborhood Housing Services of Phoenix\ 1993 to 1995

Chicanos Por La Causa, Inc. 1987to 1993

nhsphoenix
neighborhood housing services of phoenix

Carole Kauffman

Chief Learning & Development Officer

Ms. Kauffman is directly responsible for first-time homebuyer education and financial literacy programs. She establishes the class curriculum and monitors qualify of service delivery by experience instructors. She is also responsible for resource development which means she prepares grants applications to secure funding for all services and programs offer by Neighborhood Housing Services of Phoenix. She also solicits private and public partners for additional financial support. Finally, Ms. Kauffman is oversees the development of all community outreach and collateral material produced for NHS Phoenix to ensure that there is consistent branding on all materials..

Neighborhood Housing Services of Phoenix

As the Chief Learning & Development Officer, Ms. Kauffman oversees the educational programs. She develops the class curriculum and monitors quality of service delivery by professional volunteers who serve as classroom instructors. Her other primary responsibilities include marketing the Organizations affordable housing services and programs and securing private and public grants and contributions to help finance these services and programs.

Toby House

As the Director of Resource Development, Ms. Kauffman was responsible for fundraising and marketing.

American Express

As the Manager of Human Resources Development, Ms. Kauffman was responsible for training, strategic planning, leadership development and change management.

Samaritan Health System

As an Organization Development Consultant, Ms. Kauffman was responsible for providing an organizational diagnosis and needs assessment. She also provided guidance on team development.

Key Highlights

- ✓ 25 plus years of experience in communications, marketing, fundraising, organization development and leadership development.
- ✓ Trained by NeighborWorks America to teach pre-purchase homeownership education.

Firm:
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX

Experience:
25 years

Education:
American University, Master of Science, Organization Development, 1998

University of Pittsburgh, Master of Arts, Communications, 1974

Penn State University, Bachelor of Arts, English, 1969

Employers:
NHS Phoenix – 2006 to Present

Toby House - 2003 to 2005

American Express - 1998 to 2002

Samaritan Health System - 1997 to 1998

nhsphoenix
neighborhood housing services of phoenix

Krista Schwartz

Director of Real Estate Development

Ms. Krista Schwartz is responsible for the development and management of all phases of construction for affordable housing, inclusive of preliminary site related development, written scope of work, cost estimates, CAD design, bid procedures, processing contractor draw requests and daily inspections for new infill construction, acquisition rehab and master planned market rate/ affordable housing subdivisions.

Neighborhood Housing Services of Phoenix

Ms. Schwartz is responsible for establishing and maintaining partnerships with architects, builders, developers and city officials in order to identify development opportunities and implement affordable housing projects.

Builder's Choice Realty

As owner of the company, Ms Schwartz was responsible for business start up and licensing requirements. As a buyer's agent, she assisted first-time homebuyers with pre-qualification, property search, contract negotiations, home inspections and final walkthrough. As a listing agent, she managed a staff of three other Realtors who assisted in staffing the model home at a 75-unit subdivision in Green Valley, Arizona, owned by an out-of-state land developer.

The Mashburn Companies

Ms. Schwartz was a consultant and conducted market research aimed at defining a price point for an 18-unit subdivision in Phoenix as well as a 32-unit subdivision in Avondale. Produced construction documents for a residential addition and casita located in Paradise Valley, Arizona. Completed presentation floor plans and renderings required for the builder's marketing materials.

Structure Design-Build

Ms. Schwartz was a Managing Member and Licensed Contractor. As the owner of the company, she was responsible for business start up, including licensing (as Qualifying Party) as well as bonding and insurance requirements. Ms. Schwartz managed the construction of 17 spec homes within a 5 year period. Day-to-day duties included design and development of written specifications and construction documents using AutoCAD, submitting projects to local jurisdictions for plan review and permit, awarding bids to subcontractors, developing budgets and maintaining financial records using Quickbooks Pro, creating project schedules and marketing materials, working with local advertising companies, networking with other real estate agents, site supervision to ensure compliance with plans and codes, walkthroughs with clients, and follow up on warranty items.

Key Highlights

✓ 12 years as licensed contractor; architect and designated broker.

Firm:
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX

Experience:
12 years

Education:
Arizona State University
Master of Architecture, 1993

Arizona State University
Bachelor of Science in Design, 1991

Registered Architect

Licensed General Contractor

Licensed Real Estate Broker

Employers:
NHS Phoenix 2008-Present

The Mashburn Companies, 2008

Builder's Choice Realty, 1997-2008

Structure Design-Build, 1997- 2002

nhsphoenix
neighborhood housing services of phoenix

Daniel Pierce

Construction Project Manager

Mr. Pierce is a third generation Builder with 30 years of experience with projects ranging from simple room additions to large planned unit developments and high-rise renovation. He is a California and Arizona licensed General Contractor that started in real estate development in the banking industry as a Project Superintendant for a land development subsidary, then moved on to take a position as an Asset Officer at Glendale Federal Bank, before forming his own real estate development and property management company in 1994.

The blend of hands-on experience coupled with the financial background propelled a 14 year run of succesful residential, commerical and utility construction projects.

Key Highlights

- ✓ Over 2000 Apartment and condominium units completed.
- ✓ 600+ New Single Family homes built.
- ✓ 850,000 SF of Commercial/Retail space created.
- ✓ Various retrofit and remodel projects finished.

Neighborhood Housing Services of Phoenix

As the Construction Manager, Mr. Pierce works directly with small businesses, material suppliers, and community residents, while interfacing with municipal authorities and coordinating construction. His focus is directed towards NHS's Subdivisions and rental properties, NSP Renovation Projects, property maintenance and facilities management. He serves as a single-point contact for the organizations service vendors, contractors and subcontractor. He is involved in the early planning and coordination of property renovations and functions as liaison between regulatory agencies and project teams. Mr. Pierce is accountable for the prudent fiscal management and regulatory compliance of NHS's projects.

Mr. Pierce works under the NHS Real Estate Development Director, and is supported by professional architects, engineers, consultants and trades people.

Atlantis Corp. / 1994 – 2009

Managed, developed and maintained client relationships as a real estate development consultant and builder. Services included due diligence support for institutional lenders, private investors and speculative real estate developers. Focus centered on risk mitigation, entitlements, budget control, design/build coordination, negotiation and direct construction supervision.

Loftology Homes, LLC / 2005 – 2007

Completed a compromised luxury condominium project under construction. Minimized escalated change orders through establishing control over costs, enforcing contract provisions, increasing accountability and driving quality standards from foundation through close-out, customer service and warranty.

Firm:
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX

Experience:
Real Estate Development and Construction - 30 years.

Banking and Construction Financing – 12 years.

Business Owner – 14 years.

Education:
University of California at Los Angeles.

Continuing Education:
Gateway CC, Johnson Control Ctr. – Industrial Technology

CCI - Certified Const. Inspector.
CCPM – Project Manager.
CPE – Professional Estimator.

Coordinated all new residential development projects on behalf of owner in concert with real estate, title, municipal and regulatory authorities. Developed project proforma, forecast budgets and coordinate design teams consistent with Owners requirements while managing corporately-owned facilities and managing and maintaining tenant/vendor relations.

nhsphoenix
neighborhood housing services of phoenix

Todd Francis

Chief Operating Officer/HomeOwnership Manager

Mr. Francis has a hands-on leadership role in the organization and ensures that the organization operates smoothly and effectively on a day-to-day basis; He directly oversees four lines of business - housing counseling, mortgage lending, loan servicing and real estate development. He also assists the CEO with the overall administration of the business operations of the organization. He is also directly responsibility for financial management and contract and grant compliance activities..

Neighborhood Housing Services of Phoenix
Mr. Francis manages day-to-day operations for NHS Phoenix ($10M annaual budget), a not-for-profit organzation with a mission to provide affordable housing opportunities to low- and moderate-income families. Mr Francis oversees four major lines of business – housing counseling, mortgage lending, loan servicing and real estate development. From 2002 to 2007, Mr. Francis was the Organization's Financial Manager. From 2008 to present, he has served as the Chief Operating Officer for the Organization.

Accounting Consultant, Self-Employed
As a self-employed Accounting Consultant, Mr. Francis prepared monthly financial statements, operating budgets and financial projections for not-for-profit organizations.

Native American Community Health Center, Inc.
As Director of Finance, Mr. Francis managed accounting, budgeting and financial reporting for this not-for-profit community health center.

Goldtooth & Company, P.C.
As an Auditor for the firm, Mr. Francis performed independent financial audits for nonprofit organizations.

Alphagraphics International Headquarters
As an Assistant Controller, Mr Francis prepared quarterly profit and loss analysis and other forecasts for this privately held print shop franchisor.

Guthrie Latex, Inc.
As the Controller, Mr. Francis managed accounting, budgeting and financial reporting for this importer and distributor of natural latex.

Key Highlights

- ✓ 20 years of financial management experience including program management which include management of pre-purchase and post-purchase counseling, mortgage lending, loan servicing and real-estate development programs.

Firm:
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX

Experience:
22 years

Education:
Executive Master of Business Administration Program, 2006-2007

Bachelor of Science in Business Administration, 1989, University of Arizona

Employers:
NHS Phoenix, 2002-present

Accounting Consultant, Self Employed, 2000-2002

Native American Community Health Center, 1998-2000

Goldtooth & Company, P.C., 1996-1998

Alphagraphics International Headquarters, 1994-1996

Guthrie Latex, Inc, 1989-1994

nhsphoenix
neighborhood housing services of phoenix

ENNADENA M. RAMIREZ

11231 N. 34th Drive, Phoenix, Arizona 85029
Cell: (602) 366-5304 WK: (602) 258-1659
Email: eramirez@nhsphoenix.org

EXPERIENCE

Neighborhood Housing Services of Phoenix (NHSP) – Pre Purchase Housing Specialist

November 3, 2008 – Present

- Responded to inquiries, complaints and resolved client issues
- Monitored and maintained a caseload
- Interacted with outside entities such as non/fore profit organizations, lenders and realtors
- Monitor and maintain caseloads
- Document participation activities in case files and Nstep computer system
- Refer clients to outside entities for assistance programs
- Register clients for educational classes
- Determine eligibility criteria for each assistance program
- Conduct one on one counseling sessions
- Gather personal and financial information
- Respond to inquiries regarding pre-purchase and requirements to be considered for the program
- Resolve payment issues with accounting department
- Assist clients with completion of required forms
- Provide community outreach at community events
- Assist with client needs and complaints
- Train incoming staff on required duties

Neighborhood Housing Services of Phoenix (NHSP) – Case Manager

March 27, 2007 – November 2, 2008

- Supervised a case management unit of 4 employees, ensuring appropriate assessments, supportive services and following required policy, rules and regulations.
- Provided highly skilled management support to the Homeownership Center Manager
- Prepared and collected statistical data
- Conducted home and training site visits
- Conduct home visits regarding complaints received
- Attend monthly meetings and report NHSP progress, goals and concerns
- Developed, monitored and reported productivity activities weekly or monthly
- Resolved payment issues, and staff/client concerns
- Coordinated, scheduled and conducted meetings/trainings for staff, management and outside agencies
- Reviewed, approved and authorized incoming vouchers for supportive services
- Prepared, distributed and reviewed weekly/monthly reports from staff
- Evaluated staff performance monthly and prepared close out, annual, and/or original probation evaluations
- Kept supervisor aware of issues affecting office management decisions
- Provided leadership, moral support and direction for staff
- Conducted hiring interviews and recommended final decision on hires

Division of Employment & Rehabilitation Services – Human Service Unit Supervisor

August 2004 – March 26, 2007

- Supervised a case management unit of 12 employees, ensuring appropriate assessments, supportive services and following required policy, rules and regulations.
- Provided highly skilled management support to the Employment Regional Manager
- Prepared and collected statistical data
- Developed, monitored and reported productivity activities weekly or monthly
- Resolved payment issues, and staff/client concerns

- Coordinated, scheduled and conducted meetings/trainings for staff, management and outside agencies
- Reviewed, approved and authorized incoming vouchers for supportive services
- Prepared, distributed and reviewed weekly/monthly reports for staff
- Evaluated staff performance monthly and prepared close out, annual, and/or original probation evaluations
- Kept supervisor aware of issues affecting office management decisions
- Prepared personnel action transmittals for personnel administration
- Provided leadership, moral support and direction for staff
- Conducted hiring interviews and made final decision on hires

Division of Child Support Enforcement - Child Support Enforcement Supervisor
July 1994 -August 2004

- Supervised the Intake, Establishment, Enforcement, and Call Center units ensuring child support obligations met and followed required policy, rules and regulations
- Coordinated, scheduled, and conducted bi-weekly meetings and training for internal staff
- Prepared, and reported statistical data to the Regional Manager
- Developed productivity activities for established goals
- Initiated, developed and outlined special assignments
- Reviewed cases monthly in required format with thorough and detailed documentation, and legal actions taken
- Prepared personnel action forms and submitted to personnel administration
- Resolved customer complaints and provided program information
- Provided leadership, moral support and direction for staff
- Conducted hiring interviews and made final decision on hires
- Interacted with attorneys and resolved legal action concerns
- Interacted with attorneys and resolved legal action concerns

Employed with State of Arizona since January 1979 – March 26, 2007 - Previous Employment – Child Support Enforcement Officer, Work Training Specialist, Employment Specialist, Manpower Specialist, Human Service Specialist, and Clerical/Administrative Secretary Assignments

EDUCATION AND TRAINING

Maricopa Skill Center	*Clerical/GED*	January 1977 – December 1977
Phoenix College, Phoenix	*General Education*	January 1983 - August 1999
Clifton School of Business, Phoenix	*Word Processor*	September 1985 - June 1987

Neighborhood Housing Services of Phoenix (NHSP)

- Foreclosure Intervention and Default Counseling Certification Part 1
- Homebuyer Education Methods: Training the Trainer
- FHA-Insured Loans: An Affordable Mortgage Option
- Home Equity Conversion Mortgages
- National Training Requirements as defined by the NeighborWorks National Homeownership Program
- Home Equity Conversion Mortgages Advanced Level Training
- Credit Counseling for Maximum Results
- NCHEC Certification in Housing Counseling

State of Arizona

- Supervision & Management Courses
- Managerial Leadership
- Interpersonal Communication Courses
- Fundamentals of English for Business
- Coping with Difficult People
- Problem Solving & Decision Making
- Positive Discipline
- ESTEEM System
- Report Writing
- Defusing Hostile People
- Managing Your Meetings
- Ethical Issues

Susan Diaz
1630 E. Baseline RD. #123
Phoenix, AZ 85042
602-503-0024
s_cervantez@hotmail.com

PROFESSIONAL PROFILE:

Have a strong background in the Mortgage Lending Industry. Vast experience of financial instruments, Loan Originating, Mortgage Processing, Loan Servicing, Customer Relations and Marketing. Knowledge of FHA and various loan products, Federal and State regulations and requirements related to lending practices. Certified Housing Counselor with the expertise and skills of working with a diverse clientele in both private sector and Non-profit, community based entities.

SKILLS:

Calyx Pointe	Bilingual/Spanish	Credit & Criminal Reports	Landlord/Tenant Mediation
DU/LP Desk Top Underwriting		Mathematical	Client Relations/Problem Solving
Excel Spread Sheet	Marketing	Qualifier Plus IIIx	Customer Service

CERTIFICATIONS

Foreclosure Basics, Neighbor Works America	**2009**
NCHEC Certification in Housing Counseling, Neighbor Works America	**2009**
FHA- Insured Loans, Neighbor Works America	**2009**
Home Equity Conversion Mortgages, Neighbor Works America	**2009**
Home Equity Conversion Advanced, Neighbor Works America	**2009**
FHA Processing, Department of Real Estate Education	**1999**
Housing Counselor, Catholic University of America	**1996**

EDUCATION/ TRAINING

Mortgage Broker Licensing Course	**2007**
Landlord Tenant Training	**2007**
Arizona Department of Real Estate Required Real Estate Course	**1995**

WORK HISTORY:

NON-PROFIT CASE MANAGEMENT
HOUSING COUNSELING:

Neighborhood Housing Services of Phoenix — **1/2009 To Present**
Pre-Purchase Housing Counselor
Phoenix, Arizona

CHICANOS POR LA CAUSA, INC., — **1992-1998**
Housing Counselor, Affordable Housing
Specialist, Case Management
Phoenix, Arizona

Work Duties include but, not limited to:

Complete an assessment and evaluation of client's background, status and immediate needs. Develop a case management plan outlining client's goals and objectives. Implement an income

and budget assessment to educate the potential Home owner in financial management. Determine income and potential to qualify for a mortgage loan. Review lender documents and loan amounts to meet program Ratio guidelines. Collaborate with outside agencies to provide additional resources that may assist the families on their way to self sufficiency. Provide individual/family counseling services in: foreclosure, first time homebuyers education, transitional housing, post purchase, pre lease, landlord/tenant, credit and consumer education. Implement an income assessment, financial and budget management plan, review credit to determine eligibility and program qualifications. Interact and intervene with loss mitigation to help homeowner's out of foreclosure. Provide assistance on rights and responsibilities of tenants and homeowners. Initiate with screening interview, develop a case management plan to outlining client's housing objective and monitor client. Meet and coordinate with director to determine resident profile and service needs. Assist in collaboration with housing programs, in performing tasks necessary to obtain city and government approval and neighborhood acceptance of proposed housing projects. Under the direction and supervision of the President, perform advanced office management tasks: develop, implement and maintain system for office procedures. Manage records as required by funding contracts and other regulations.

MORTGAGE PROFESSIONAL PROFILE:

From 1998 To 2008

Headlands/Green Point Mortgage
Conditions Specialists/Jr. Underwriter
Phoenix, Arizona

National Bank of Arizona
FHA Bond Mortgage Loan Processor
Phoenix, Arizona

Wells Fargo Home Loans
Call Center Loan Specialists (originator)
Phoenix, Arizona

Ryland Mortgage
Mortgage Loan Processor II
Scottsdale, Arizona

Countrywide Home Loans
Mortgage Loan Processor
Tempe, Arizona

Mortgage Pro USA- **Office Manager/Loan Originator Loan Processor**
Scottsdale, Arizona

Work Duties Include but, not limited to:

Conduct a pre-qualification assessment with an income and debt evaluation, calculate debt to income ratios to determine maximum loan amount, that borrower may qualify. Use specific mathematical ratios for mortgage loans. Worked with FHA ratios and formulas to calculate the MCAW required for FHA Bond loans and manually calculate Up Front MIP. Gather information and documentation required to meet loan qualifications. Place them in processing order for underwriter to review. Perform all processing duties: verified income, employment, deposits, rents and mortgage history. Order preliminary title reports, appraisals, Field reviews, final inspections, survey of occupancy and termite inspections. As a Jr. Underwriter, review loan packages to assess risk based on credit, collateral, capacity and capital (as appropriate) and ensure compliance with established underwriting standards. Verified and approve conditions needed to meet loan requirements and guidelines. Experience in using mortgage software: Loan Prospector, Desk Top Underwriting, FHA interlinks on Internet for FHA's Credit Alert Interactive Voice Response system (CAIVIR). Conduct business with outside resources and interacted with agencies such as: Title agencies, realtors, and outside lending institutions along with housing counseling agencies needed for First Time Homebuyers. Develop marketing materials, strengthened and established relationships with third parties to assure greater quality service.

Ramiro A. Pompa
20842 West Eastview Way
Buckeye, AZ. 85396
623-853-1083 Home
602-738-8337Mobile
radlpompa@cox.net

Objective: Apply extensive management experience in banking, finance and community development to an aggressive sales production environment.

Experience: Over 20 years in banking and finance. Experience includes, Banking Center Management, Premier Banking, Small Business Lending, Community and Economic Development and Mortgage Lending.

January 2010 to Present:
Lending / Servicing Manager / Responsible Individual/ NMLS 254598 / License 0915838- Neighborhood Housing Services of Phoenix: Oversee all lending and servicing activities while implementing strategies to pursue new servicing and lending opportunities. Establish Broker / Wholesale relationships to increase lending production and provide a deeper menu of products to target market. Manage various investor loan portfolios. Seek out portfolio liquidations and secondary market sales when necessary. Closely manage loan originators and servicing teams. Respond to Request for Proposals (RFPs) and prepare and respond to local and national grant requests. Work closely with Senior Management to properly manage and leverage internal and external resources to meet and exceed all goals.

May 2005 to January 2010:
Bank of America, Senior Vice President- Sales Manager- Consumer Real Estate: Oversaw sales marketing activities for the Central Phoenix Mortgage Sales Office. Developed and implemented aggressive sales tactics and strategies to achieve maximum results. In order to achieve desired results, I conducted ongoing training and coaching for direct reports. Due to the needs of the Bank's CRA objectives, concentration and focus was on low and moderate income borrower and the first time homebuyer market. Developed formal alliances with realtors, builders, non-profit agencies and community partners dedicated to this target market. Exceeded all CRA goals, results were a direct impact on the Bank's CRA rating.

August 1998 to May 2005
Bank of America, Senior Vice President, Market Manager, Community Development Banking: Administer Community Reinvestment Act (CRA) activities for TX/AZ/NV markets. Activities included strategy meetings with municipality's, housing and economic development departments, non-profit agencies, community partners, the bank's foundation committee and the bank's Market President Leadership Teams. Attended and participated in community development activities nationwide presented by CRA driven agencies such as: The Office of The Comptroller Of The Currency (OCC), Federal Home Loan Bank-Community Development division, Federal Financial Institutions Examination Council (FFIEC), Department of Housing and Urban Development (HUD) and Fannie Mae. Tracked documented and reported CRA related activities to Senior Management. Implemented and drove key strategies and tactics to increase and maintain desired CRA ratings within assigned regions (achieved).

July 1996 to August 1998:
Bank of America, Vice President-Premier Banking-Client Manager: Manage a consumer and small business client portfolio with over 600 clients. Division was an extremely high level customer service atmosphere with a focus on preventative maintenance and growth within assigned portfolio. Specialized sales and service approach for eligible Bank of America clients. All customer service requirements and expectations were exceeded.

Angelina Valenciano
6729 W. San Juan Avenue
Glendale, AZ 85303
Phone: (623) 755-7786
Email: angievalenciano@hotmail.com

OBJECTIVE:

To grow with a company using my skills and meet new challenges, to better benefit the company.

QUALIFICATIONS:

- Work well without supervision
- Bilingual English/Spanish with the ability to translate
- Ability to prioritize and remain focused on the essence of an issue
- Excellent with customer support services
- Skilled at learning new concepts quickly while working well under pressure

EXPERIENCE:

2007 - 2011 – Present - ***Neighborhood Housing Services of Phoenix, Inc.***
Loan Servicing Coordinator

- Manage and service NHSP and Habitat for Humanity loans
- Manage client files and schedule appointments
- Train new hires in servicing department

2004 - 2007 - Present ***Neighborhood Housing Services of Phoenix, Inc.*** Phoenix, AZ
Loan Servicing Coordinator/part-time financial assistant

- Managed multi-lined phones
- Process client files and schedule appointments
- Handles various bookkeeping duties

1997 – 2004 ***Neighborhood Housing Services of Phoenix, Inc.*** Phoenix, AZ
Loan Servicing/ Office Manager

- Assisted staff in the reception area, answered multi-line telephone system
- Directed clients to appropriate counselors for appointments
- Assisted in homebuyer classes and meetings.

1991 – 1997 ***Hourglass Cleaners*** Phoenix, AZ
Assistant Manager (Part-time)

- Managed office documentation
- Greeted and directed visitors / customers to their destination and provided general information
- Trained new hires
- Assisted supervisor with special projects

1983 – 1990 ***NU-WAY Cleaners*** Phoenix, AZ

- Worked as head silk presser and trained new hires
- Assisted supervisor with new projects

EDUCATION:

Lamson Junior College, Associate Degree in Business Administration Phoenix, AZ
Certificate in Word/Information Processing

Linda Corea

888 W. Park Ave
Gilbert, AZ 85233
480-252-8893
lindacorea@cox.net

EDUCATION

B.S., Health Sciences, California State University, Fresno
Certified Instructor, American Red Cross
Loan Originator License, Arizona Department of Financial Institutions

SKILLS

Computer Skills	⅄ Outlook Excel, Access, Word, PowerPoint, WordPerfect, Lotus 1-2-3, Encompass, Point
Bilingual	⅄ English/Spanish
Customer Service	⅄ Coordinated appointments and maintained confidential data and records collected from customers. Routinely managed complex financial transactions while keeping all parties informed and up-to-date. Reviewed key credit and financial documents to meet lending guidelines. Provided professional consultation for loan
Problem Solving	⅄ Experience underwriting home mortgage loans. Duties as underwriter entailed five key dimensions of primary underwriting: Product Knowledge, Information Sources, Risk Evaluation Knowledge, Risk Mitigation, and Pricing Knowledge ⅄ Demonstrated problem-solving and creative thinking in tailoring a financial solution to each customer's specific needs
Management / Training / Organizational Ability	⅄ Trained and supervised sales personnel to meet sales goals ⅄ Managed production assistants and developed best practices and procedures ⅄ Developed sales presentations in English and Spanish to clarify lending process ⅄ Served as consultant to other staff members and departments
Communications	⅄ Produced Spanish language informational radio show for Spanish speaking community ⅄ Developed written sales materials for Spanish speaking target market

EXPERIENCE

2011- Present	Loan Originator	Neighborhood Housing Services Phoenix, Phoenix, AZ
2010- 2011	Loan Officer	CNN Mortgage Inc, Tempe, AZ
2008-2010	Loan Officer	Sierra Pacific Mortgage, Gilbert, AZ
2007-2008	Loan Officer	Indy Mac Bank, Chandler, AZ
2004-2007	Loan Officer	Legacy Mortgage Corporation, Apache Junction, AZ
2002-2003	Loan Officer	Spectrum Financial Corp., Scottsdale, AZ
2000-2002	Loan Officer	Independent Financial, Scottsdale, AZ
1997-1999	Mortgage Underwriter	Tripoint Capital Corporation, Corona Del Mar, CA

VOLUNTEER EXPERIENCE

Ongoing	Instructor	American Red Cross, Phoenix, AZ

Aurora Gonzales
2118 N. 120th Drive
Avondale, Arizona 85323
(623) 937-2711

EXPERIENCE:

- Over 35 year's experience of significant leadership, management, supervision and team-building
- Ability to work with a diverse Board of Directors and Staff.
- Strong communications and public relations skills
- Knowledge of affordable housing , community development and urban issues
- Passion for grassroots advocacy and anti-poverty issues.
- Adept at building productive relationships to further the organization's goals.
- Experience in developing and implementing strategic plans and priorities
- A sense of humor and patience combined with a collaborative, consensus-building approach
- Over 17 years experience in developing and administering housing programs

BUDGETING:

Developed complete record-keeping and accounting system for petty cash, utility and rental assistance for non-profit organizations, Administered, prepared and negotiated government grants. Managed loan portfolios and processed new loans. Served as Treasurer for Salvation Army Support Services Division. Served as Treasurer for Southwest Community Network.

SUPERVISORY:

Planned, directed and coordinated activities and designated projects to ensure that goals and objectives were accomplished in accordance with prescribed priorities, regulations, and funding conditions. Determined and interpreted work procedures. Trained and evaluated subordinates performance. Assigned work duties. Maintained harmonious relations among employees and promoted efficiency. Assisted in interpersonal problem solving. Maintained personnel records.

CUSTOMER SERVICE:

Liaison between local financial institutions, non-profit community organizations, private companies and other agencies. Over 35 years of successful interaction with customers of all ages and backgrounds through honesty, diplomacy, and confidence.

COUNSELING:

Advised, counseled, and guided individuals regarding issues to be resolved utilizing assistance of social service agencies. Provided individuals with financial, vocational, and educational planning services based on appraisals of their interests, aptitudes, and other personality factors. Provided pre and post counseling.

EMPLOYMENT HISTORY

Avondale Neighborhood Housing Services –Director – 1995 to present
Maricopa County JTPA – Program Supervisor – 1991 to 1995
City of Tolleson – Supervisor of Community Action Program – 1982 to 1991
Arizona Bank – Head Teller – 1971 to 1981

OTHER SKILLS

Bilingual, fund accounting, computer literate, efficient in time management techniques, First Time Homebuyer Education Certified Instructor, Foreclosure Intervention certified, Credit repair, Pre & Post Purchase counseling certified, Loan packaging,

7635 W. COLLEGE DRIVE • PHOENIX, AZ 85033
PHONE 602-326-3412 • E-MAIL DDAALZ@UNIVISION.COM

DALIA ZEPEDA

OBJECTIVE

To be engaged in a challenging position with the opportunity to utilize my skills, and will allow growth and development of professional competencies.

SUMMARY OF QUALIFICATIONS

11/2005 - Present Neighborhood Housing Services of SWMC, Inc.
Avondale, AZ

Loan Servicer/Bookkeeper

- Utilize Note Smith Software to service a portfolio of 50+ Loans posting all payments and adjustments, monitors escrow, and maintain accurately up to date financial records of all loans, prepare monthly loan summary reports and reconciliation, assist clients with loan balances and payoff requests, maintain delinquency report and ensures efficiency of collections.
- Accounts Receivable/Payable, reviews all invoices after Executive Director Approval for accuracy, process PO and pay all bills, maintain records, reports and files in an organized manner, follow up with schedule payment or adjustments and post in timely manner in accordance with organization policies/procedures.
- Cash Disbursements/Cash Receipts, review receipts and disbursements, ascertains correct account distribution and assure all support documentation is accurate and in order.
- Maintain Records and Perform Weekly Bank Deposits & Monthly Bank Statement Reconciliations.
- Utilize Logos Accounting Software to post all financial transactions, loans and prepare monthly Reports/Financial Statements and ensure their accuracy and timelines.
- Payroll, prepare payroll forms and time sheets, tracks vacation and sick time, and submits data to external processor.
- Assist Executive Director with year-end financial Audit

08/2005 – 11/2005 Southwest Skill Center, EMCC.
Avondale, AZ

Receptionist

- Responsibilities and duties include answering multi-line phone system, providing excellent customer service to in-coming clients and associates. Data entry, directing clients to appropriate departments, organizing and implementing filing system, providing overall general clerical support to administration as required.

08/2003 – 12/2003 CEI
Phoenix, AZ

Group Leader/ Shift Supervisor

- Responsibilities and duties included helping and watching that all workers maintained a clean and safe environment for the ST Microelectronics FAB; supervised and trained new employees and maintain accurate hourly time schedules of supervised crew for manager to process payroll.

EDUCATION

2004-2005 Southwest Skill Center, Estrella Community College

Avondale, AZ

Certificate

- Office Assistant w/Microsoft Office Suite

ACCREDITATIONS

NeighborWorks Training Institute

Certificate of Completion

- Introduction to Housing Counseling
- Understanding Credit Scoring
- Credit Counseling for Maximum Results
- Combating Predatory Lending
- Loan Servicing and Collections
- Financial Oversight for Board Treasurers

SPECIAL SKILLS/LANGUAGES

- MS Excel
- MS Word
- MS Access
- MS Power Point
- NStep Database
- Detail Oriented
- Multi-line Phone System
- Excellent Customer Service
- Business Skills
- Bilingual Spanish/English (fluent)

Excellent References upon Request

SANDY RIVERA

5219 N. 67th Ave Glendale AZ 85301 Home (623) 215-2433 Cell (623) 986-2240
E-mail rivera060797@yahoo.com

CERTIFICATIONS:
Medical Assistant, Train the Trainer, Laws and Regulations, Financial Literacy, Homeownership

SKILLS:

Administrative

Type: 35+wpm, Windows, Microsoft Word/ Excel, Microsoft Processor, Filling, Data entry, Power point Outlook

QUALIFICATIONS:
Great communication and organizational skills, Fluent in Spanish with the ability to translate, Proficient in Microsoft word and excel programs, Ability to prioritize and remain focused on the essence of an issue, Excellent with customer support services, Skilled at learning new concepts quickly while working well under pressure

EMPLOYMENT:

09/2009 to Present **Neighborhood Housing Services** **Avondale AZ**
Homeownership Coordinator
Working to build healthy communities and expand homeownership opportunities and retention for low and moderate-income households, Maintained caseloads of clients participating in various housing programs and providing comprehensive individual counseling, Educate, coach and guide the client toward their goal, Coordinated four different grant program, Develop and presented home education classes ,Build, partner, and developed new relationships with vendors to better assist individuals within the communities.

05/2009 to 09/2009 **Vangent Inc.** **Phoenix, AZ**
CSR for FASAIC
Answered general questions about the fafsa application and the status on applications in a call center as well as online, This required having the ability to be able to have data entry skills,Technical support on browser issues and Pin problems.

07/2006 to 01/2007 **People United For Christ** **Upland, CA**
Data Processor
Assorted mail, Summarized prayer orders, Input into file and computer, Entered data entry codes, Mail processor, Filling and assembly

01/2005 to 05/2006 **Mr. Lizards Pets** **La Puente, CA**
Sales
Sales, Cashier, Inventory , Restocking and cleaning,, Good customer service, Purchasing

07/2004 to 11/2005 **Magan Medical Inc.** **Diamond Bar, CA**
Medical Assistant/ Runner , Everyday duties included: rooming patients, Charting data and taking vitals Cleaning and restocking rooms, Some front desk, Appointment setting, Filling, Pharmacy calls, Injections Responsible for medication samples

05/2003 to 06/ 2004 **Vertigo Diagnostic Inc.** **Redondo Beach, CA**
Medical Assistant/Tech
Was out on the field providing clinics ENG, VAT, and Calorics services., Provide Medical Exams to patients with balance and dizziness problems., Performed Vestibular auto rotation Tests, Electronystagmography, and Calorics Tests, Recorded data, and identified Problems with a variety of questions., Established a professional atmosphere with patients and Doctors., Also performed CSR work to establish new accounts and Patients

01/2001 to 05/2003 **Social Vocational Services** **Culver City, CA**
Job Coach- Supervisor
Provide vocational and / or skills training to persons with developmental disabilities., Served on clients' personal-centered planning committee, Assist client in selecting realistic goals and objectives, Assess, evaluate, implement and chart client's progress on goals and objectives, Pick- up and drop off client's according to written schedules, Record data and maintain field books, regular inspections of van, Identify problems, assist client with personal and hygiene issues when needed, Provide constant supervision to clients, Train and monitor clients in site- specific safety procedures including infection control.

EDUCATION:

1998-1999 **Dorsey High School** **Los Angeles, CA** High School Diploma
2002-2003 **Computer Education Institute** **Los Angeles, CA** Medical Assistant Program
2009 to present **University of Phoenix** **Tolleson, AZ**
Bachelor Degree in Business Administration

3103 S. 159th Ave.
Goodyear, AZ 85338

Maribell Valdez

Phone: 623-628-6701
E-mail: bgone012000@yahoo.com

Objective:
To succeed and progress in any challenge presented while helping people!

Qualifications:
Self efficient, great communication skills, definitely a people person, bilingual in Spanish, knowledgeable in Outlook, Microsoft Windows, Calyx Point and all general office skills. Foreclosure Counselor Certification through NeighborWorks America.

Work History:
03/25/2008- Present- **Foreclosure Intervention Counselor,** NHS of SWMC, INC.

Provide counseling to distressed homeowners who are going through financial hardships by assisting seeking options to avoid foreclosure. Gather complete hardship packets to submit to lender for mortgage assistance options, and give out community referral information when needed. Also educate borrowers in financial education such as budgeting, credit & saving.

08/2007-02/2008, **Personal Assistant**, Scott Lopez CPA

Assist Mr. Scott Lopez with set-up for loans including pre-qualifying and educating clients, business loans, marketing, and/or any task presented to me.

02/2006-08/2007, **Loan Processor**, Great Southwest Mortgage/ Scott Lopez CPA

Responsible for processing files, communicating with homebuyers as well as assisting in first time home buyer education, coordinate files for clients signing documents and funding, handle communication with originators and underwriting.

08/2004-02/2006, Administrative/**Originator Assistant**, Realty Mortgage Corp.

Assist originator with set-up of files and operate for processing and perform all general office tasks.

01/2003-08/2004, **Teacher Aide**, catholic Charities

Provide assistance to lead teacher with the classroom curriculum and daily tasks for children, also provide community resources to families.

01/2002-01/2003, **Dental Assistant,** Avondale Family Dental Care

Assist Dentist in providing excellent care for patients; educate patients in oral hygiene, front office assistance as well.

Education

2001, Diploma, Agua Fria High School

References given upon request

Janet Avila
11534 W. Palm Brook Dr.
Avondale, AZ 85392
Phone: 323-405-2234 ***E-mail***: mycerritos13@yahoo.com

Objective: Obtain a full time position where I can use my knowledge and skills to grow within a company.

Qualifications: Bilingual, Responsible, self starter, great communication skills, great customer service skills, knowledge with MS Word, Excel, PowerPoint, and Outlook. Foreclosure Counselor Certification through NeighborWorks America.

Work History:

06/2009- Present- Foreclosure Intervention Counselor, ***NHS of SWMC, INC. Avondale, AZ***

Provide one to one counseling to homeowners who are going through financial hardships and are having difficulties paying their mortgage and/or foresee delinquency and assisting them in seeking options by contacting their lender and educating in homeownership. Also educate borrowers in financial education such as credit building, saving, and budgeting.

03/2008-05/2009 Special Education Instructional Aide, ***G.U.H.S.D. Glendale, AZ***

Assist in community based setting for students with mild to Moderate retardation, Autism, and multiple, disabilities. Assist in developing and conducting individualized activities for small group lessons.

10/2007-01/2008 Playground Supervisor, ***L.A.'s Best Los Angeles, CA***

Worked in an elementary school in an after school program with children ages 5-10 on a ratio of 30:1.

03/07/2007-09/2007 Receptionist, ***Seville Dental Center Huntington Park, AZ***

Answered phones, filed papers, scheduled and confirmed appointments, verified insurance claims and monitored waiting room in a small office environment.

10/2006-03/2007 Kids Supervisor ***La Curacao Huntington Park, AZ***

Supervised customer's children, and worked in the customer service department assisting new and existing clients.

Education:

Estrella Mountain Community College 08/2009-Present
Avondale, AZ

Bell High School Class of 2006
Bell, CA

References:

Jeff Cook- Supervisor Sunny Slope High School (623)915-8700
Anna Martineau- School Psychologist Sunny Slope H.S. (623)915-8731
Eunice Lopez- Instructional Aide Sunny Slope H.S. (623)915-8795

Staffing and Administrative Structure

We TEACH – we LEND – we BUILD. Through Homeownership Promotion & Preservation, Real Estate Development and Lending/Loan servicing, NHS Phoenix serves families throughout Maricopa County with **homebuyer education, housing counseling, new construction and/or acquisition rehab services** and **mortgage loan programs**.

NHS Phoenix is committed to giving our customers outstanding service each and every time so that they will "rave" about us to their families, friends, and coworkers. NHS Phoenix service commitment is *"Treat customers with CARE: Commitment, Assurance, Responsiveness and Empathy.*

It takes everyone working together toward the common objective of serving customers in order to have an effective team.

NHS Phoenix has thirty-two (39) positions. (See Organization Chart dated 10/17/11) The organization is led by the President and CEO who reports to a volunteer board of directors. The organization has five (5) managers who report to the President and CEO and are responsible for a departments: Lending and Servicing, HomeOwnership Center, Education and Resource Development; Real Estate Development; and Finance and Administration.

1) Lending and Servicing consist of 5 positions: Lending Manager, Loan Originator, Loan Servicing Coordinator, Loan Servicing Assistant and a Post-Purchase Housing Counselor (Reverse Mortgage Certified).
2) HomeOwnership Center consists of 21 positions: The Chief Operating Officer is currently the Acting HomeOwnership Manager. There are four areas in the HomeOwnership Center (a) Pre-Purchase, (b) Foreclosure Intervention/Freddie Mac Borrower Help Center, (c) Voluntary Acquisition Relocation Program (off-site location) and the (d) Fannie Mae Mortgage Help Center (off-site location).
3) Education and Resource Development consist of 3 positions.
4) Real Estate Department consists of 4 positions: Real Estate Director, Project Manager Neighborhood Liaison and VISTA volunteer.
5) Finance and Administration consist of 4 positions: President/CEO, Finance Manager, Staff Accountant and Accounting Assistant.

We TEACH

Our on-going classes include Orientation, Financial Fitness and Homebuyer Education and are offered in both English and Spanish monthly.

Orientation provides an introduction to all programs and services, highlights available down payment assistance available and eligibility qualifications and starts clients on the path to homeownership.

Financial Fitness classes are designed to help people become better managers of their money. The classes cover setting goals; how to shop for and use the products offered by financial institutions; what money is, how it works, how to acquire it, and how to make it work for you; defining, establishing or repairing credit; taxes, insurance and an introduction to homeownership.

Homebuyer education class covers the complete home buying process in 8-hours. Topics include: the pros/cons and responsibilities of owning a home; qualifying for a mortgage; down payment, closing costs, reserves, credit issues and points; budgeting and cash-flow management; the mortgage loan process including application, good, faith estimate, truth-in-lending and note/deed; the advantages of working with a Realtor; an easy-to-understand overview of documents you will signed at loan closing; good neighbor relations, budgeting for maintenance expenses and protecting the equity in your home.

All our certified counselors are bi-lingual and offer one-on-one budget, credit, delinquency, foreclosure intervention, refinance, anti-predatory lending and reverse mortgage counseling. NHS Phoenix has voluntarily adopted the National Industry Standards for Homeownership Education and Counseling which establishes standards for providing education and counseling services to the public and sets training standards for NHS.

Financial Recovery class covers how to rebuild credit after a foreclosure or modification.

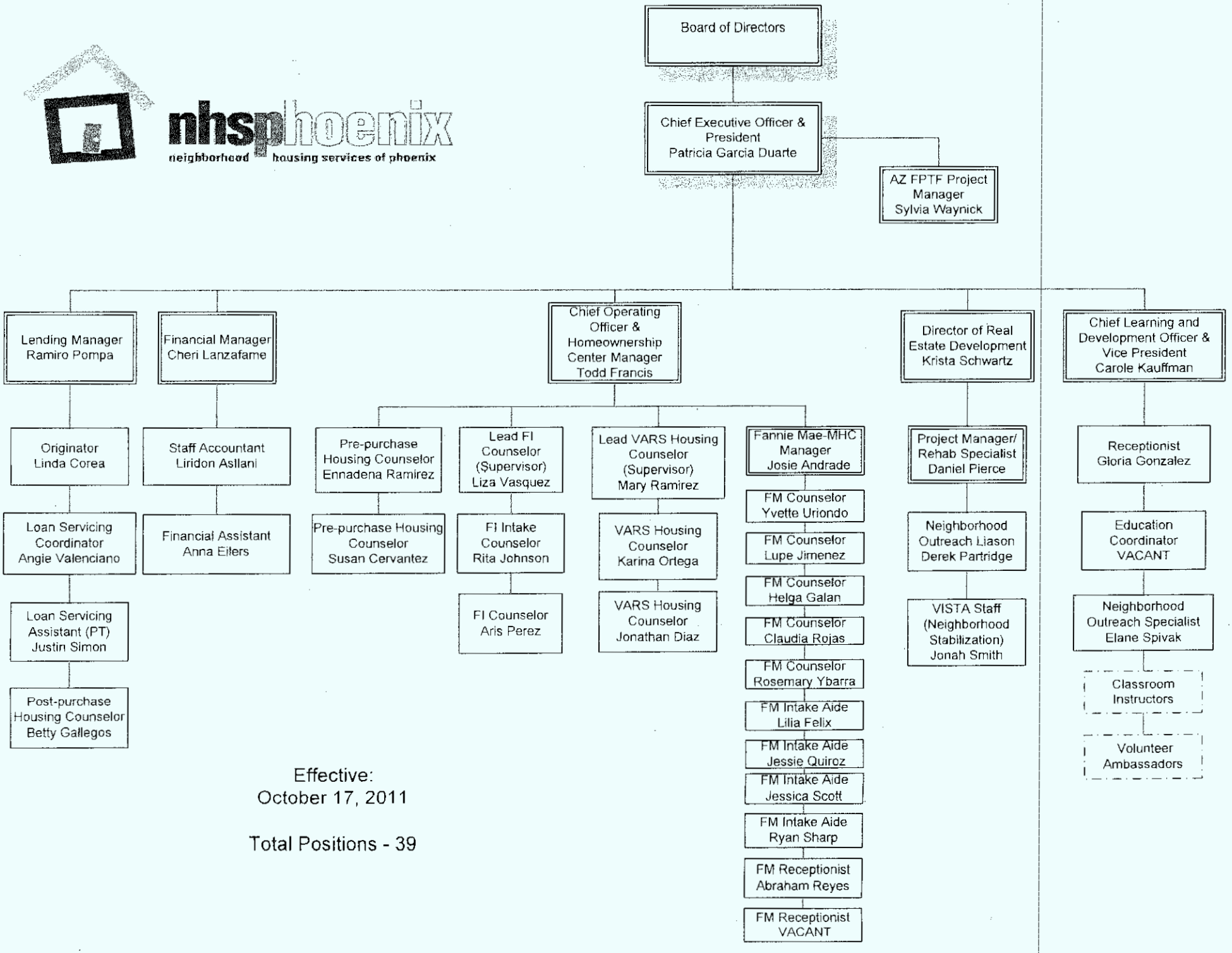
We LEND

NHS Phoenix is a licensed mortgage bank in the State of Arizona (BK#0018281) and a Fannie Mae seller/servicer. NHS Phoenix is a charter member of NeighborWorks® Network and certified as a full-cycle Lending® Organization (meaning it could be a one-stop-shop for homebuying). NHS Phoenix is one of sixteen CDFI's in the state of Arizona benefiting from capital from the Dept. of Treasury to lend to low-moderate income buyers. In 2010, NHS Phoenix originated and/or facilitated 86 new loans. We also serviced a total of 800 loans, 50% of which are for Habitat for Humanity Central Arizona.

We BUILD

For 36 years, NHS Phoenix has either rehabilitated homeowner properties, acquired and rehabbed for sale and/or built new construction homes (mostly) in central Phoenix. In 2010, NHS Phoenix acquired 6 new properties, rehabbed 6 properties and sold 7 homes to first-time homeowners.

Additional services provided through our real estate development department, which includes a real estate brokerage and construction company, serve to lower costs and leverage internal expertise. Current rehabilitation efforts are targeted in partnership with local governments and are currently underway in the Garfield, Isaac, South Phoenix and Target Area B neighborhoods of Phoenix.


nhsphoenix
neighborhood housing services of phoenix
Board of Directors
Chief Executive Officer & President Patricia Garcia Duarte
AZ FPTF Project Manager Sylvia Waynick
Lending Manager Ramiro Pompa
Originator Linda Corea
Loan Servicing Coordinator Angie Valenciano
Loan Servicing Assistant (PT) Justin Simon
Post-purchase Housing Counselor Betty Gallegos
Financial Manager Cheri Lanzafame
Staff Accountant Liridon Asllani
Financial Assistant Anna Eilers
Chief Operating Officer & Homeownership Center Manager Todd Francis
Pre-purchase Housing Counselor Ennadena Ramirez
Pre-purchase Housing Counselor Susan Cervantez
Lead FI Counselor (Supervisor) Liza Vasquez
FI Intake Counselor Rita Johnson
FI Counselor Aris Perez
Lead VARS Housing Counselor (Supervisor) Mary Ramirez
VARS Housing Counselor Karina Ortega
VARS Housing Counselor Jonathan Diaz
Fannie Mae-MHC Manager Josie Andrade
FM Counselor Yvette Uriondo
FM Counselor Lupe Jimenez
FM Counselor Helga Galan
FM Counselor Claudia Rojas
FM Counselor Rosemary Ybarra
FM Intake Aide Lilia Felix
FM Intake Aide Jessie Quiroz
FM Intake Aide Jessica Scott
FM Intake Aide Ryan Sharp
FM Receptionist Abraham Reyes
FM Receptionist VACANT
Director of Real Estate Development Krista Schwartz
Project Manager/ Rehab Specialist Daniel Pierce
Neighborhood Outreach Liason Derek Partridge
VISTA Staff (Neighborhood Stabilization) Jonah Smith
Chief Learning and Development Officer & Vice President Carole Kauffman
Receptionist Gloria Gonzalez
Education Coordinator VACANT
Neighborhood Outreach Specialist Elane Spivak
Classroom Instructors
Volunteer Ambassadors
Effective:
October 17, 2011
Total Positions - 39

Marketing/Resource Development Plan - 2012

Long range goal: Strengthen & enhance constituency & volunteer base to increase sustained philanthropic support for programs and services

Initiatives	Action steps	Person(s)Responsible	Start
1.0 Governance: Build on Board's awareness of their role in development & Fundraising	**1.1** Develop Resource Development seat on Executive Board **1.2** Partner with Board members to enhance Resource Development and Marketing Committee **1.3** Engage more Board members to participate in signature organization events (fundraising and/or recognition)	Carole, Patricia, Board Chair, Committee Chair	January 2012
2.0 Constituency Development: Enhance existing & identify new individuals and corporations for cultivation	**2.1** Survey Board & staff for potential donor names **2.2** Enhance volunteer Ambassador program with orientation, tasks & recognition **2.3** Invite existing donors to take a more active role in volunteer activities	Carole & Committee Chair; Neighborhood Liaison	January 2012
3.0 Annual giving: Develop an annual giving program designed to enhance and reinforce increased annual support to NHS Phoenix	**3.1** Develop a clear, compelling case for support **3.2** Collaborate on design for appropriate collateral materials to support Business Campaign for Homeownership **3.3** Appoint chairs of special campaigns and partner with them to identify prospects **3.5** Continue to solicit corporate & foundation gifts from new & existing donors **3.6** Appoint Board chair to champion *Birdies for Charity* appeal	Carole & Committee Chair	1st Q 2012
4.0 Grantsmanship: Leverage existing grants and identify new opportunities	4.1 Research & update foundation opportunities 4.2 Seek funding opportunities that reflect NHS Phoenix mission 4.3 Continue soliciting from existing grantors	Carole	Jan. 2012
5.0 Marketing Communications: Design & enhance marketing & community relations plan targeted to communicate the mission & needs of NHS Phoenix to current & prospective clients & supporters.	**5.1** Partner with Board Champion to make a case for name change and accompanying collaterals **5.2** Implement seasonal Open Houses **5.3** Annual report – develop and e-mail to all stakeholders **5.4** Newsletters – develop & e-mail 6x a year **5.5** Program Brochures – develop lending, counseling & real estate materials and distribute **5.6** Ambassadors – enhance volunteer program to make presentations at civic organizations, neighborhood events, community outreach **5.7** General media promotions – Develop news releases, feature stories, photos & PSAs **5.8** Develop presentation display with video for outreach events **5.9** Continue to place ads & articles in statement inserts & neighborhood newsletters	Carole, PGD & outreach liaison	Jan., 2012
6.0 Education: Build on successful education programs by offering online opportunities and marketing to solicit new clients	**6.1** Create space for shared computers for clients who want to take classes online at our office **6.2** Create PP loop of Orientation and place on Website & lobby computer. **6.3** Market new online classes **6.4** Develop and implement quarterly "Lunch & Learns" for staff in selected topics as necessary.	Carole, Ed. Coordinator	Oct. 2012

Neighborhood Housing Services of Phoenix

Home Buyer Waiting List Procedures

Purpose

The purpose of this document is to set forth, in writing, procedures that will be undertaken to develop a waiting list of home buyers who desire to purchase homes constructed by NHS Phoenix. These procedures are being effectuated to assure compliance with the Fair Housing Amendments Act of 1980, Title VIII of the Civil Rights Act of 1964, the National Housing Act of 1937, Section 504 of the Americans with Disabilities Act of 1970, the Uniform Real Property Acquisition and Relocation Act of 1970 as amended, and all other laws and executive orders and regulations that govern equal access to housing opportunities.

Point of First Contact

All clients point of first contact will be with staff of the HomeOwnership Center. Such contact shall be with a Receptionist, Intake Specialist, Housing Counselor, Loan Officer or HomeOwnership Center Manager. Persons filling the named positions are deemed to be those who can most accurately assess whether potential home buyers are ready, willing and able to purchase a home at a given time.

Referral to the Waiting List

All clients will complete a client Intake Form. The waiting list will be developed and maintained by the Housing Counselors through the client database. Potential home buyers shall be designated as "Near Ready" if they are ready for homeownership within 3 months; "Short-Term" if they will be homeownership ready between 3 to 6 months; "Lont-Term" if they will be ready in more than 6 months or "Mortgage Ready" if they are ready to shop for a home. Housing Counselors will help client understand all the different programs available and pursue a specific program, if applicable. Housing Counselors will determine; (1) the number of bedrooms required, (2) if there is any need for special design or accessibility features, (3) amount of down payment assistance that may be needed, (4) if front and back end ratios meet program requirements, and (5) if a currently available home is affordable for the applicant household.

Waiting List

The HomeOwnership Manager will maintain a waiting list noting clients who are "Near Ready" or "Mortgage Ready". The date of the Intake Application will help determine priority if needed.

Preferences

There will be no preferences given for selection of a home buyer from the waiting list. The date of the "Mortgage Ready" designation and the Intake Application will be the sole determinant.

There are exceptions to the above listed basic requirements related to familial status and handicap that are too numerous to attempt to list. Therefore, when referring clients for placement on the *"Mortgage Ready/Waiting List"* an appraisal of the housing unit size needed by the family shall be conducted, and conditions that warrant special consideration shall be documented.

# Persons	BRs Minimum	BRs Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Income Targeting

All houses being sold with the intent of using HOME, CDBG, or ADDI funds to assist households in purchasing within their limits of affordability necessitate certification of total household income. Subsequently, home sales that may be assisted with HOME, CDBG, or ADDI funds shall be targeted to households that have adjusted annual incomes equal to or less than eighty percent of the median area income.

Financial Underwriting Standards

Housing Counselors will assess clients following the Technical Guide for Determining Income and Allowances for the HOME Program, Third Edition 2005 technical guide for program eligibility or by the requirements of the Participating Jurisdictions providing funding subsidy.

The Neighborhood Housing Services of Phoenix, Inc., GENERAL GUIDELINES FOR LOAN FUNDS will be used for loans originated by NHS Phoenix (see attached).

Neighborhood Housing Services of Phoenix, Inc.
GENERAL GUIDELINES FOR LOAN FUNDS
Approved 06-15-2006

I. NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. MISSION STATEMENT

Neighborhood Housing Services of Phoenix is dedicated to the revitalization of Phoenix neighborhoods by providing a full range of programs and services that encourage, create, and support homeownership.

II. PURPOSE OF NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC. LOAN FUNDS

A. The NHSP loan funds stimulate reinvestment within Maricopa County and under certain circumstances throughout the State of Arizona, by providing financing the purchase of homes by new homeowners. They also refinance homes when it is appropriate for the borrower to take them out of a predatory lending product or to prevent foreclosure.

B. Loans from NHSP are not meant to replace conventional lending activity but to direct conventional lending more specifically to NHSP clients and encourage reinvestment by existing property owners in neighborhoods that are struggling. NHSP's goal is to serve its mission and communities by helping borrowers qualify for financing or to develop alternative ways to meet their financing needs.

C. The development of all lending programs and the review of all loan requests consider the impact on the neighborhood. Priority will be given to uses of loan funds that will increase the chances of spin-off reinvestment, either by the borrower or his/her neighbors.

If the potential neighborhood impact appears strong on a loan request, NHSP may consider accepting slightly higher risk than would otherwise be the case. Neighborhood impact factors to consider when developing programs and reviewing loan requests include:

1. The possible enhancement of the attractiveness or appearance of the property and thus the neighborhood through repairs
2. The possibility of converting a vacant property into an owner-occupied home
3. The possibility of stabilizing home ownership for the borrower by providing a way for him or her to maintain the home
4. The possibility of increasing the commitment of the borrower to his or her community and home by encouraging his or her participation in improving the neighborhood
5. Economic diversity within the neighborhoods that benefit from our programs and loan funds. This is done by encouraging borrowers earning more than very low to low income to participate in the various programs available through NHSP.

D. While developing programs and reviewing loan requests, consideration is also given to maximizing available loan fund resources. Promoting conventional reinvestment in the NHSP neighborhood whenever possible is also a priority. This means that loans may combine other resources, including public and private lending resources.

For example, since NHSP generally follows secondary market financing guidelines for primary purchases, this not only reduces the amount of NHSP loan funds required for home purchase, but also promotes conventional reinvestment in the NHSP neighborbood.

NHSP may develop agreements with a number of lenders for loans involving repairs to the property where the lender's first mortgage is based on an after-rehab value. These types of loans help reduce the amount of funds required of NHSP by the borrower while increasing conventional reinvestment in the neighborhoods.

NHSP also actively seeks and draws on otber public and private resources when making its loans. For example, borrowers may he eligible for down payment, closing cost, or rehab grants which do not require repayment. The availability of these funds also promotes affordability for the borrower.

NHSP may occasionally increase its product offering through expansion of its approvals to originate loans that are insured by HUD. One such program, the HUD 184 program, is currently available.

These program guidelines may not be equivalent to those required for HUD insured loans. When NHSP originates a loan that has a HUD guarantee, the guidelines required by HUD shall prevail for approving the loan.

III. LOAN PROGRAM DEVELOPMENT

NHSP staff will review, revise, and develop lending programs for the use of NHSP loan funds based on an identification of lending needs through regular review. Any changes to lending programs must be recommended for approval by the Loan Committee to the Board of Directors.

This process may include limiting programs to certain borrower populations, geographic areas, and/or properties. Programs may be restricted to certain types of loans, such as energy-related improvement loans. Funding sources for these loans may also impose specific limits.

The amount of funds available for each lending program may be limited. Different limits may be set on loan amounts, terms, and rates for different programs.

Different lending programs may also include different guidelines for considering creditworthiness and property value when reviewing loans. Each specific lending or grant program shall be accompanied by a specific set of program guidelines.

The following guidelines are general guidelines only and must be read with a consideration for the guidelines for each specific lending program. Each loan product will have a product description that will consider these guidelines as the primary basis for lending decisions at NHSP. Product descriptions shall be the basis for determining if a borrower meets the requirements for that particular loan product or not. However, these guidelines shall prevail when an exception to a product description is made for approving a loan.

IV.TYPES OF LOANS

NHSP generally limits the types of loans it offers to home repair, improvement, or rehab loans and loans for home purchase made in tandem with loans by private lenders or loans or grants from public agencies. Loans may also be offered for home purchase.

Loans are generally fully amortizing unless the specific loan program does not require it. Some grants or loans may be deferred-payment loans which do not require a monthly payment but do require payment under certain circumstances, such as when the property is sold. Certain loans may be assumable, contingent upon approval by the appropriate Loan Committee.

NHSP may make a loan using its own funds or it may originate a loan for sale to an outside investor in a wholesale lending relationship. The lending guidelines for a wholesale lender shall prevail for any loans originated under their program. No loans shall be originated by NHSP that do not support the mission of NHSP or these General Lending Guidelines.

V. ELIGIBLE LOAN FUND USES

A wide variety of purchases, rehabilitation and repair, and home-improvement needs can be considered eligible uses of the loan fund. These uses include:

A. Correction of code violations

B. Property acquisition and related repairs and closing costs

C. Repair or replacement of mechanical structural systems

D. Functional remodeling of kitchens, baths, basements, etc.

E. Exterior repairs or cosmetic treatments

F. Special safety and design features for accessibility for the elderly or handicapped

G. Restoration of unique architectural details

H. Energy conservation improvements

I. Other financing measures necessary to stabilize the physical condition of the property

J. Refinancing may be allowed for the following purposes:

- Reduce interest rate of existing loan to make home more affordable
- Mitigate impact of predatory lending
- Cash out to make repairs or rehabilitate property
- Accommodate a reconstruction project funded by a local governmental partner

VI. LOAN FUND GUIDELINES

A. Borrower Eligibility

Generally, borrowers are owner-occupants who live in or are purchasing homes in the NHSP neighborhood, as defined by the Board of Directors. The Board may also designate a lending area that is greater than specific neighborhoods. Specific jurisdictions such as a city or county identified as appropriate for NHSP lending activities may also be considered as a lending area.

B. Income/Debt Ratio

The housing ratio (house payment divided by gross income) shall not exceed 33% of a borrower's gross monthly income. The total debt-to-income ratio (house payment plus other debt divided by gross income) shall not exceed 45% of gross income. Exceptions to these ratios may be considered when the applicant has a proven track record paying more than 33% of their gross income for their current housing expense. Individual loan program guidelines shall determine the maximum ratios.

C. Income and Credit Criteria

The Loan Committee shall base its loan decisions primarily on a careful analysis of income, indebtedness, and credit history. Specific program guidelines will set the criteria. In those cases where the criteria are ambiguous these guidelines shall prevail.

Successful loan applicants must have adequate disposable income to repay the loan and have demonstrated willingness to repay credit obligations. The Loan Officer shall require applicants to

provide letters of explanation for any poor credit ratings. Nontraditional credit sources shall be considered, such as rent-payment history, credit with rental stores, etc.

Borrowers who receive income from any Federal or State source shall have that income considered for qualifying purposes if that income is likely to continue for at least three years. Child support or spousal maintenance shall be given the same consideration as income from a Federal or State source.

Any income that is not subject to income tax shall be grossed up. The income calculation shall take the documented, untaxed income and multiply that amount by 1.25 prior to adding that income to any other income sources used for qualifying an applicant. Income shall not be grossed up for the purpose of determining whether or not the borrower's household income is below 80% of the Area Median Income (or similar comparisons for the purpose of meeting funding source requirements).

D. Loan Amounts, Interest Rates, and Terms First mortgages shall not exceed the HUD maximum mortgage. Tandem second mortgages shall not exceed 25% loan-to-value.

Interest rate ranges will be set from time to time by the Loan Committee or by the funding source. The default rate for first or second mortgage loans shall be the Neighborhood Housing Services of America Non-Recourse Mortgage Program rate.

Specific loan amounts, rates, and terms for each loan will be determined by the Loan Committee in cooperation with NHSP staff under the specific guidelines of each lending program. Loans will be priced with the goal of maximizing the use of loan funds while ensuring affordability for the borrower. Another factor influencing rates shall be the cost of funds for any given loan product or program.

E. Property Type Eligible properties are one- to four-unit properties, including condominiums, town homes, and planned-unit developments. Manufactured housing may also be considered if the structure is permanently fixed to the lot and the housing unit meets HUD requirements for a manufactured home.

F. Loan-to-Value Ratio

Purchase Loans: Combined loan-to-value ratios shall not exceed 105% of the sales price or appraised value, whichever is less.

Purchase Rehabilitation Loans: Combined loan-to-value ratios shall not exceed 130% of original purchase price or 105% of appraised value based on purchase price plus all rehabilitation costs. Any funds remaining in the rehab escrow after actual costs for the rehabilitation of the property shall be applied to principal balance of the NHSP loan executed for the cost of rehabilitation.

Cash-out Refinance for Rehabilitation Loans: Combined loan-to-value shall not exceed 99% of the value as determined by an appraisal that reflects value estimated based on the rehab work for which the loan is requested.

Appraisals will be ordered on all loans. If the loan request is for a secondary lien position, a certified copy of the appraisal done by the primary lender will be sufficient to determine the value of the security.

G. Fees The borrower may be charged fees for the different loan programs. Fees will be established by

the staff and the loan committee. Fees may vary for the different programs based on the funding source. A fee schedule shall be approved by the Board then posted. Any changes shall be approved by the Board prior to those changes taking effect. A waiver of any or all fees shall not be considered unless there is approval from the Chair of the Loan Committee and the Executive Director, the purpose of the waiver is noted in the file, and the file has been documented to show that the transaction could not close without the waiver occurring. Fee waivers are to be considered rarely and only as an exception to policy. A log shall be established for the purpose of noting which files received a fee waiver and the reason for the waiver. This log shall be managed by the Home Ownership Center Manager and will provide tracking for waivers for the purpose of ensuring consistent application of any waivers.

Loans that are originated by NHSP and sold under a wholesale agreement shall have an origination fee and a processing fee. Discount points will be determined at the time of application or closing, depending on the borrower's decision to lock or float the points. Points are determined by the wholesale lender and quoted based on that lender's pricing on the day of the loan lock. Some wholesale agreements will provide for a servicing release premium paid to NHSP at the time of closing. The servicing release premium will be paid over and above any other fees collected.

Rehab loans will require a home inspection in addition to the appraisal. If a home inspection is provided by NHSP, a fee shall be charged to the borrower. An inspection provided by NHSP will be for the purpose of determining appropriate rehab expenditures only. Certified inspectors providing independent evaluation of a property pertaining to safety, systems, and property condition shall be the responsibility of any borrower that chooses to request this type of inspection.

A homebuyer counseling fee may be charged to the buyer in those instances in which NHSP is providing counseling services and an outside funding source requires the counseling as a condition of its loan. That fee shall be charged to the borrower, but may be paid by any source.

Any fees that are normally incurred by NHSP for loan processing, such as an appraisal or credit report fee, shall be collected at the time of application and shall be nonrefundable. Clients will be required to sign an acknowledgment at the time of application that they are aware that those fees are nonrefundable.

H. Loan Collateral All loans shall be secured by a Deed of Trust or other appropriate lien. All security instruments must be recorded. First or subordinate lien positions are acceptable.

All loans shall be represented with an appropriate promissory note, which shall be secured with an appropriate security instrument. Certain grant programs may require recordation of an agreement or security instrument without regard to the amount provided. Specific program requirements shall prevail concerning security or documentation.

All NHSP mortgages shall require that the borrower occupy the property securing their loan and shall contain a provision requiring payment in full upon sale of the property. Various funding sources may also require a provision calling the loan or grant due-and-payable as soon as the property is no longer the primary residence of the grant or loan recipient.

In recording all loan documents, an assignment of rents must be on record as well.

I. Tax and Insurance Escrows Real estate tax and insurance escrows are required if escrows are not maintained by another lender. Annual proof of payment of property taxes and insurance shall be required of the borrower and contained in the loan servicing file.

J. Hazard Insurance NHSP staff shall require loan recipients to provide, prior to closing, evidence of property owner's insurance sufficient to cover the amount of all mortgages, including the NHSP loan.

Notification shall be sent to the insurance carrier to add NHSP to the loss payee clause. NHSP shall remain on any property insurance as a loss payee for the life of the loan.

K. Title Insurance Requirements
Title insurance may not be required for secured loans of less than $5,000. Where title insurance is not required, a title report indicating clear title and no liens against the borrower shall be provided.

Closing instructions shall clearly state the lien position for any NHSP loans.

L. Closing Costs All closing costs, including prepaid interest, title search, appraisal, recording, and other miscellaneous costs can be paid by the borrower unless there are specific requirements for the Seller to pay certain costs or the funding source for the NHSP loan limits the costs a borrower may pay.

M. Construction Loan Management
Loan amounts will be based on an inspection and, where construction is involved, scope of work completed by the NHSP Construction Specialist. A contingency fund of 10% may be included in the loan amount. Unused contingency money will be used to reduce the principal balance of the loan.

N. Prohibition Against Credit Discrimination
In accordance with provisions of the Equal Credit Opportunity Act, there shall be no discrimination against any borrower or refusal to grant credit on the basis of age, source of income, sex, marital status, familial status, national origin, religion, handicap, or any other protected classes under the Federal Fair Housing and Fair Lending regulations or any state regulations with similar restrictions.

NHSP does reserve the right to limit the use of loan funds to specific properties or impact areas in its designated lending footprint. NHSP also reserves the right to limit the amount of funds available for specific loan fund programs.

O. ADHERENCE TO REGULATIONS, CONTRACTS, AND AGREEMENTS NHSP lending policies, procedures, and programs will be administered in compliance with all regulations, contracts, and agreements governing NHSP lending.

The staff and Loan Committee will also adhere to the conditions of all income sources for NHSP lending programs.

P. APPEAL PROCESS Applicants denied a loan by staff due to inability to meet loan program requirements may appeal to the Loan Committee. Applicants denied a loan by the Loan Committee may appeal to the Board of Directors by requesting, in writing, reconsideration in an executive session of the Board at its next regularly scheduled Board Meeting.

Q. RESERVES
In the first quarter of each year, each Loan Committee, where applicable, shall establish an adequate loan loss reserve to ensure that 20% of all loans sold on recourse to NHSA have coverage. The reserve may consist of cash on hand, an equivalent number of sellable loans, or a combination of both. The Board of Directors may deem it necessary to conduct a more frequent analysis.

R. CONFLICT OF INTEREST

Members of the Board of Directors and committees of NHSP are not eligible for loans. Staff members and immediate family members of staff, and contractors and vendors of NHSP are eligible to receive NHSP loans subject to all conditions that apply to loan applicants.

A borrower who is a staff member or who is a spouse, parent, child, or sibling, or related to a staff member shall declare a potential conflict of interest regarding their loan request. The Executive Committee of the Board of Directors must approve any loans to staff or borrowers related to staff. The Executive Director or Board President shall review the loan file to ensure that the file has been processed with the same level of scrutiny as any other NHSP borrower and that no advantages have been provided the applicant.

The following are procedures to process staff or related borrowers:

- All employee loan files should be handled with great discretion by either being processed by the HomeOwnership Center Manager, Lending Manager (if different) or the Executive Director.

- No exception to policy for an individual employee is appropriate unless the agency is prepared to do so for all employees. There are several issues regarding exceptions. The common one is Fair Lending, which holds for any loan applicant. Another issue for employee loans is that any exception to policy may be considered an employee benefit, calling for not only direction regarding how an employee exception may be handled within loan policies but also within Personnel Policies.

- There is a philosophical element associated with any lending decisions with regard to an organization's mission. Loans outside traditional lending are often appropriate for neighborhood revitalization, less advantaged populations, or other matters outside the objective scope of private sector lending practices. Any exception to loan policies that help achieve the mission of NHSP are common but must be explained as mission focused. Exceptions to guidelines for approving a staff loan that conform to the mission of the agency must be noted in the loan approval transmittal regarding how the mission is met with the loan approval.

Neighborhood Housing Services of Phoenix, Inc
UNDERWRITING and PROCESSING PROCEDURES

I. INTRODUCTION

Neighborhood Housing Services of Phoenix, Inc. (NHSP) Underwriting and Processing Procedures serve as a reference for loan staff and Loan Committees when they are reviewing and analyzing requests for NHSP loans.

Creditworthiness and property value are not the only factors NHSP considers on a loan request. NHSP also examines the impact the loan would have on stabilizing home ownership for the borrower and considers the neighborhood impact the loan would have.

In addition, it is NHSP policy to make its loan funds as accessible to borrowers as is reasonably prudent.

Therefore it is important to remember the mission of NHSP when using these underwriting guidelines to review and analyze loan requests and to consider the impact of a loan on both the borrower and the neighborhood.

Since NHSP also develops different lending programs to meet a wide variety of lending needs, a specific program may have underwriting guidelines that differ from those of other programs.

Consequently the following underwriting guidelines are only general guidelines, and consideration must be given in loan request reviews to any specific Product Description that may exist as part of a particular loan program.

II. QUALIFYING RATIOS

Qualifying ratios are to be used to determine a level of risk and repayment capacity for the borrower. Ratios may a combination of Housing Expense-to-Income and Total-Payments-to-Income or there may be a single ratio of Total-Payments-to-Income. The ratios are defined as follows.

A. Payment-to-Income Ratio

The payment-to-income ratio is calculated by dividing the total monthly housing expense by the applicant's gross monthly income, as defined in section III.

Monthly payments for the following items are to be included in the monthly housing expense.

1. Principal and interest payment of any first mortgage
2. Any secondary financing
3. Real estate taxes
4. Hazard insurance premium
5. Flood insurance premium, if applicable.
6. Private mortgage insurance premium, if applicable.
7. Home Owner's Association Dues, if applicable.

Generally, the result of the ratio calculation should not exceed 33% of the applicant's gross monthly income.

B. Debt-to-Income Ratio
The total debt-to-income ratio is calculated by adding together the total monthly payments of all existing recurring debts (with a remaining term of 10 or more months) and the total monthly housing payment and dividing that sum by the applicant's gross monthly income, as defined in section III.

The total monthly recurring debt to be considered includes:

1. Monthly housing expense on the property as defined above
2. Payment on any down payment and closing cost loan to the borrower (unless considered in the housing expense)
3. Net monthly housing expenses on other real estate owned
4. Long-term installment debt beyond 10 months remaining to be paid
5. Minimum payments required on revolving accounts and lines of credit that have a balance
6. Alimony, child support, or separate maintenance, if applicable
7. Stock pledges, if applicable

Generally, the result of the total debt-to-income ratio calculation should not exceed 45% of applicant's gross monthly income.

C. Special Financing Allowances for Higher Ratios
In some cases, NHSP will be applying its financing in conjunction with other first mortgage financing for home purchase, which allows the applicant to have higher ratios.

In these cases, NHSP will consider the higher ratios and substantiate that the borrower has met any special requirements of these programs, such as counseling or attendance at a home buying seminar. A verified history of the applicant's rent justifying the higher ratio is an important factor to consider when applying an exception to policy.

D. Exceptions to Policy—Approval Justifications
The ratios discussed here are general guidelines and flexibility may be exercised in specific underwriting situations.

The following are examples of considerations that may justify approvals of loans with higher ratios.

1. Applicant's proven ability to devote a larger percentage of gross income to housing expenses
2. Applicant's substantial net worth
3. Applicant's demonstrated ability to maintain good credit history
4. Evidence of applicant's potential for future increased earnings and job stability
5. A substantial down payment on the purchase of the property or strong equity position for existing homeowner in the case of a refinance
6. Cost-efficient property characteristics (such as documented energy-efficient items) that make more income available for repaying mortgage debt
7. Other verified factors that indicate borrowers' ability to maintain the housing expense for the property they are buying

A memo to the credit file must detail the justifications for exceeding the ratios as set forth in this policy. A copy of the memo must accompany the loan request.

Any exceptions to policy must be applied to all borrowers with similar circumstances. Consideration may not be given to the benefit of, or detriment to, borrowers who are protected by either the Equal Credit Opportunity Act or the Fair Housing Act. An important question to consider for any loan decision is: Is this applicant being set up for failure if this loan is approved?

III. INCOME

Consideration shall be given to all sources of income providing they are documented and appear to be likely to continue for at least three years.

A. Gross Monthly Income

The applicant's gross monthly income is a computation of all signers on the application as follows:

1. Monthly base earnings
2. Overtime
3. Commissions
4. Bonuses
5. Net rental income
6. Any other verifiable income showing the probability of continuing for at least three years

B. Primary Income

Loan applications are reviewed based on a consideration of primary income. Primary income is:

1. Derived from stable bass earnings and/or
2. Considered the principal source of income.

Proper documentation of income should provide information necessary to determine the applicant's ability to repay the debt. Identifying the stability, quantity, and quality of income is essential for loan qualification purposes.

C. Secondary Income

1. Overview Secondary income is defined as continuous earnings other than the base pay of primary employment and can be derived from various sources.
2. Secondary income can be considered for loan qualification purposes if:
   - Continuation of the income is probable.
   - The income is typical of the applicant's occupation.
   - There is evidence of a two-year history of secondary income.
   - The income is substantiated by proper written documentation.
3. Types of secondary income:

a. Commissions

Commissions received in addition to a base salary must be verified on the verification of employment form. The last two years' 1040 and W-2 or 1099 forms are also required.

When considering commissions for loan qualification purposes, consideration must be given to previous amounts earned and the likelihood for future earnings.

b. Bonuses

Bonuses are considered an employer's option and sufficient documentation, such as proof of receipt of a bonus each of the last two years, is required to assure the stability and duration of this income.

c. Retirement income

Retirement income is verified by obtaining:

1. The company's retirement plan documents and a copy of the award letter
2. Copies of canceled checks

d. Alimony and child support

Alimony and child support are considered if the applicant reveals the information for repayment purposes.

The following documentation should be provided.

1. Copy of the printout from Superior Court showing continuity
2. Divorce decree
3. Evidence that payments are current

Generally, for child support and alimony payments to be considered, the payments must continue for a minimum of three years.

e. Social Security, government assistance, and disability income

Social Security, government assistance, and disability income can be considered if the following documentation is submitted:

1. An award letter
2. Copies of previous checks

If benefits are being received for a minor child, the remaining term must be determined in order to consider such income.

This type of income is typically not taxed; therefore it is appropriate to "gross up" the income by using 125% of the nontaxable income for qualifying purposes.

f. Tips

Tips are verified using copies of returns reflecting this type of income. In some cases, tips may also be verified by the employer on the Verification of Employment form or with copies of pay stubs.

g. Dividend and interest income

Dividend and interest income may be considered provided the following is obtained for review.

1. Two years of tax returns or 1099 forms
2. Statement of interest earned
3. List of stocks owned and dividend statements (from a stockbroker)

The available assets must be analyzed to ensure that the funds or stocks that represent this source of income will not be liquidated for use toward the purchase price.

h. Expense accounts

Expense accounts, such as those for a car allowance or entertainment, may not be considered, since they offset specific expenses.

i. Rental income

Income from other real estate owned can be considered.

To evaluate rental income, the following items are required.

1. Schedule of real estate owned
2. Operating statements, if available
3. Current leases or tenant statements

Tax returns may also substantiate net rental income if a Schedule E is attached.

Tax returns must be submitted for qualification purposes.

Rental income is calculated by deducting the following from the gross monthly rental income.

1. Principal
2. Interest
3. Taxes
4. Insurance
5. Maintenance
6. Special assessments
7. Vacancy factor of 25%

Any negative cash flow must be treated as long-term debt.

j. Rental income of subject property

Rent from units in the borrower's primary residence can generally be used by deducting 75% of the rent received for the monthly payment for principal, interest, taxes, insurance, maintenance, special assessments, and allowance for replacement reserves for all mortgage obligations. Rent payments will generally be substantiated

by tax returns, tenant statements, or rent receipts. The subject property must be a multifamily property in order to include this income.

D. Employment Income

A verification of employment must be received for all employers for whom the applicant has worked for in the last two years.

If the following circumstances appear during an analysis of employment history, the applicant must provide a written explanation.

1. Gap in the employment history
2. Frequent change of jobs without advancement
3. Movement from one line of work to another

Oddities such as different handwriting or ink colors on the verification of employment are to be questioned. Information on the verification should agree witb the information supplied on the residential loan application. Any discrepancies require explanation.

Applicants with a FICO score that exceeds 680 and with more than two years on the job can show evidence of employment with a copy of the last two pay slips and W2 forms from the last two years. A verbal verification of employment to verify the stated information can substitute for a written verification of employment.

E. Part-Time Employment and Seasonal Employment Income

Part-time or seasonal employment can be considered if:

1. Verification is obtained for that position or a related field for a period not less than two years
2. Probability of continuance is established

F. Undocumented Secondary Income

Undocumented income that is a secondary source of income such as a side job on the weekends that is paid in cash may be an allowable source of income for many lender partners' first mortgage loans. The use of this income may mean that the method of calculating ratios for NHSP may show much higher ratios than those of the first mortgage lender. In those cases where there is a difference in how income is calculated between the first mortgage lender and NHSP the follow additional steps will be taken:

- The borrower shall indicate to NHSP the source of income considered as undocumented by their first mortgage lender and certify the validity of that income in writing.
- The stated income must be disclosed at the time of the original application to the first mortgage lender and not be added later.
- The stated income must make sense based on the borrowers documented income. As an example, if the borrower is a paint/drywall worker for their primary income then stating secondary income paid in cash from weekend jobs may make sense.
- Stated income used by the first mortgage lender must not exceed $600.00 or 15% of the borrower's documented income.
- The loan submission package should indicate borrower's ratios with the stated income and without the stated income.

- An exception to ratios as stated within these policies is allowed when a first mortgage lender allows for undocumented secondary income.
- The source of stated income must be earned from a trade or job that the applicant has actively been engaged in for at least two years.

G. Self-Employed Borrowers

1. Overview

a. NHSP will consider a self-employed applicant provided that both of the following conditions are met.

(1) The applicant supplies all documents, such as tax returns, required by NHSP.

(2) The business is an established business and can be expected to continue.

b. Complete documentation is required to determine that:

(1) The applicant's income is sufficient for the loan.

(2) The business has been established for at least two years.

c. The qualifying method for the self-employed applicant must be justifiable and completely documented.

All documentation must be examined to determine:

(1) An accurate income/cash flow profile.

(2) That the applicant's business is not declining in income.

2. Uniform documentation requirements

Regardless of how the self-employed applicant's business is structured, certain documents are required to consider the loan. For all required tax forms, the applicant must supply signed copies of the forms for the past two years.

a. The following documents are uniformly required.

(1) IRS Form 1040, the U.S. Individual Tax Return, pages 1 and 2, which lists all personal data and summarizes all taxable income activity that creates the final adjusted gross income figure.

(2) IRS Form 1040, Schedule A—Itemized Deductions

(3) IRS Form 1040, Schedule B—Interest and Dividend Income

(4) IRS Form 1040, Schedule C—Profit or (Loss) From Business or Profession—which details profit or loss from the business and lists any amortization, depletion, or depreciation

(5) IRS Form 1040, Schedule D—Capital Gains or Losses—which itemizes gains or losses from investments such as stocks and bonds

(6) IRS Form 1040, Schedule E—Supplemental Income Schedule—which lists income from items such as pensions, rents, partnerships, estates, trusts, and annuities

(7) IRS Form 1040, Schedule F—Farm Income and Expenses—which itemizes net income or loss derived from farming.

b. The following documents are also generally required.

(1) A year-to-date profit/loss income statement prepared and signed by a certified public accountant, with information covered through the last quarter. Smaller businesses may not engage the services of an accountant that can issue regular

statements so an alternative may be considered if approved by Loan Committee.

(2) A year-to-date-balance sheet, prepared to reflect the financial position of the business at a specific point in time

(3) A business credit report, required if the operating name of the business is other than that of the applicant and which will verify any debts that are owed in the business name that must be considered when qualifying the applicant

(4) Verification of previous employment on standard verification of employment form, required if the applicant has been self-employed for less than two years

(5) If borrower is sole member of a corporation or owns more than 10% of a corporation they must provide proof that the business is in good standing with the state where it is registered.

3. Underwriting the self-employed applicant

a. Previous employment

When the applicant has been self-employed for less than two years, the previous employment verification should be examined for:

(1) The stability of the applicant's previous income

(2) Any similarities between that of applicant's previous occupation to that of the business. (Business similarities will be viewed favorably, but are not to be considered the only determining factor for approval of the loan.)

b. Business credit report

When a business credit report has been obtained, it should be examined for any debts owed in the business name, which must be considered when qualifying the applicant.

c. Businesses less than two years old

To gain a complete picture of business less than two years old, it may be necessary to obtain a projected income statement. The projected figures may be used if:

(1) The income is supported by contracts and agreements

(2) Copies of the contracts and agreements are part of the loan file

If the underwriter is comfortable with the future potential of the business, it may be advisable to average the income for the months in the current year with the previous year's income.

Whatever method is used, the income used to qualify the loan must not exceed actual earnings.

d. Established businesses more than two years old

When the tax returns and financial statements on an established business show a steady decline or increase in income, the actual adjusted gross income figure represented in the applicant's tax documents should be used for qualifying purposes.

When the tax returns and financial statements reflect income that has been stable, the adjusted gross income figure plus all allowable addbacks can be used for qualifying purposes.

e. Allowable add backs to adjusted gross income

Where underwriting guidelines allow the self-employed applicant to add back tax deductions to his or her adjusted gross income, as represented in his or her tax documents, the following deductions generally qualify.

(1) Depreciation on real property

(2) Depreciation on personal property when it is not fully consumed during the current operating cycle (to be acceptable, personal property must be depreciated over its generally accepted useful life)

(3) IRA/KEOGH contributions

(4) Interest income and dividend exclusions

(5) Non-taxable pension income

(6) Non-cash losses

(7) Married couple deductions

(8) Non-recurring losses

IV. LIABILITY

A liability is a debt that a person is legally bound to pay, or an obligation requiring payment on any loss or damage occurring in a transaction.

The analysis of liability in underwriting will provide insight into the applicant's credit habits and indicate his or her ability to manage financial affairs.

A. Common Liabilities

1. There are two common types of liabilities, revolving and installment.

   They may be unsecured or secured.

   a. Installment loans require a regular, fixed payment amount according to

      an established schedule with an end date determined at time of

      borrowing. Common types are:

      (1) Automobile loans (secured)

      (2) Personal loans (unsecured)

      (3) Loans against a retirement account (secured with account)

      (4) Student loans

      The payments on these loans should be considered in the ratios when there are more than ten months of payments remaining.

   b. Revolving loans are loans with an open ended credit line with specified monthly payments. There will be an established credit limit and an applicant may borrow up to that limit during the life of the relationship.

      Common types of revolving loans are:

      (1) Credit cards

      (2) Personal credit lines

      (3) Check cashing loans (although not set up as revolving, can have same characteristics.

      The minimum monthly payment for credit cards and credit lines based on the balance owed at time of application or closing, whichever is lower (confirmed amounts) shall be the amount used to calculate total-debt-to-income ratios. Check cashing loans must be paid in full prior to closing a mortgage loan; therefore, there is no calculation for those types of payments.

2. Installment loans must be listed on the residential loan application stating:
   a. Creditor's name and address
   b. Account number
   c. Number of remaining payments.
   d. Monthly payment amount
   e. Amount of remaining balance

B. Real Estate Loans

1. A real estate loan is secured by real property. Written verification from the lender must be obtained to:
   a. Indicate mortgage status, type, and rating.
   b. Analyze as a major factor in determining ability to repay the new loan.
2. Specific documentation on the loan application must appear under the:
   a. Assets section.
   b. Liabilities and pledged assets section.
   c. Schedule of real estate owned section, which indicates disposition of property.
3. A review of the assets, liabilities, and pledged assets and schedule of real estate owned sections is necessary to determine if the house will be sold prior to closing and if the equity realized from the sale is required for purchase of the new home. If so, the applicant must provide the following.
   a. A receipt of a copy of the contract of sale prior to closing
   b. A receipt of a fully executed closing statement evidencing the amount and receipt of sufficient equity for new purchase
4. If an existing residence will be rented, the underwriter must determine the following.
   a. Whether a negative cash flow will result, which must be added to the applicant's liabilities
   b. Whether a positive cash flow will result in additional income

   (See section III.3.1 for requirements on evaluating rental income.)

C. Pledged Assets

1. Pledged assets are a form of secured borrowing. Items that may be pledged are:
   a. Stocks
   b. Bonds
   c. Life insurance
   d. Retirement or employee savings accounts
2. A review of this type of liability will determine:
   a. The direct relationship to the value of the assets, which affects total net worth
   b. Monthly payment requirements, if applicable
3. Pledged assets must be listed on the loan application under liabilities and must be considered when calculating the applicant's long-term total liabilities.

D. Alimony, Child Support, and Separate Maintenance Payments

When the applicant is obligated to pay alimony, child support, or separate maintenance, evidence that payments are current must be obtained. A copy of the divorce decree, to indicate all alimony, child support, and separate maintenance payments, is also required.

Payments should be treated as a long-term debt reported as a recurring liability, unless proof is obtained that payments will not exceed 10 months.

When analyzing eligibility, the amount of the applicant's income after the payments have been deducted should be considered.

The decision on whether the applicant qualifies for a loan must be based on a combined analysis of:

1. Total obligations-to-income ratio.
2. Applicant's income exclusive of the payments.

E. Student Loans

Student loans are a form of unsecured debt. When an applicant indicates that he or she has an outstanding student loan:

1. The application should document the information.
2. If the report cannot verify the account, a written rating request from the particular loan center is required.
3. The monthly loan payment must be included in the liability section of the loan application and included in the recurring debts section if payoff exceeds 10 months.
4. Some student loans may have a deferred repayment. Unless said deferment continues for at least twenty-four months the estimated payment shall be considered when calculating debt-to-income ratios.

F. Liability Review

Outstanding liabilities must be verified and rated either by a written loan status statement from the applicable account holder or on the credit report.

In addition to documenting all outstanding liabilities on the loan application, inquiries on the credit report must be explained and reviewed to ensure additional loans have not been added.

Analysis of the applicant's liabilities is necessary to ensure that they are not overextending their obligations. Even though loans may be paid in full within a 10-month period, consideration should be given to patterns of credit use and whether the account is revolving or installment.

V. CREDIT DOCUMENTATION

A. Overview

The credit report is used to help determine the applicant's creditworthiness. The information provided on the report will be valuable for determining the applicant's:

1. History of debt repayment
2. Manner and pattern of repayment
3. Attitude towards the use of credit

B. Credit Report Requirements

The following requirements apply to credit reports.

1. A credit report must be a standard factual data credit report issued by an authorized credit reporting agency.
2. The report must include information covering at least two years of credit history and residency.
3. The report must be no older than 90 days at the date of loan approval.
4. There must be evidence that public records have been checked.
5. The report must disclose information that coincides with the initial and final application.
6. A report must be obtained on each applicant. (It is only necessary to obtain one credit report that will contain information on co-applicants when applicants are married to each other and their assets are combined and reported jointly.)

C. Other Credit Documentation

1. For those borrowers who do not have established credit, a 12-month history of rent and utilities will be used.
2. Borrowers may also supply credit reference letters from rent-to-own or furniture stores. Savings pattern can also be used as a credit reference.
3. Additional nontraditional credit references may also be considered when documented properly.

D. Examining the Credit Report

It is essential that the entire report be examined. The information presented must be reviewed for accuracy and must be examined for consistency with the initial and final loan applications.

1. The top section of the report must be examined for:
   a. Applicant's name
   b. Address information for the previous two years
   c. Employment history for the previous two years
   d. Social security numbers
   e. Marital status
2. The next section provides information pertaining to actual credit accounts. The information is to be examined for:
   a. Identity of any creditor
   b. Dates accounts were opened or closed
   c. Highest credit limits
   d. Dates of last transactions
   e. Account balances
   f. Any past-due amounts
   g. Payment and loan terms
   h. Rating as to the manner of payment

i. Public record information

E. Analyzing the Credit Report

1. The credit report must be analyzed for consistency with the loan application as well as for complete credit account information from the credit reporting agency.
2. Any inconsistencies must be explained in writing by the applicant.
3. Any lapses or inconsistencies in employment or place of residence must be explained in writing by the applicant.
4. Any obligations listed on the credit report that are not verified or rated will require written verification prior to underwriting the loan package.
5. Any obligations that appear on the credit report that do not appear on the initial loan application will require a written explanation from the applicant and proof that payments have been made, or proof that the obligation is paid in full.
6. Any obligations that appear on the initial application that do not appear on the credit report will require written explanation from the applicant and proof that payments have been made, or proof that the obligations are paid in full.

F. Derogatory Remarks on the Credit Report

All derogatory remarks or information found on the credit report must be explained in writing by the applicant, even if the account has been brought current.

Explanations are required for:

1. Payments referred to as slow (30 days or over)
2. Accounts or payments reported as delinquent
3. Any negative responses from creditors contained in the report

G. Public Records

1. The public records reference on each report is to be checked for:
   a. Suits involving the applicant
   b. Judgments against the applicant
   c. Collection accounts
   d. Bankruptcy
   e. Tax liens
2. If any of these are reported, the loan will not be considered unless the following documentation is received from the applicant.
   a. Written explanation of the cause of the problem
   b. Evidence of satisfaction and release from all debts related to the action
   c. Evidence of an agreement to repay the obligation on a monthly basis showing that payments have been paid for at least 12 months consistent with agreement for repayment.
3. For bankruptcy, in addition to a written explanation of the cause of the problem and evidence of satisfaction and release from all debts related to the action, the following will be required.

a. Evidence of discharge of bankruptcy showing that it has been discharged for at least 24 months. An exception may be made if the bankruptcy has been discharged for at least 12 months, where there is proof that the bankruptcy was caused by one of the following.

   (1) Major medical bills that have been incorporated into the bankruptcy

   (2) Death of a primary wage earner in the family

   (3) A divorce in which the borrower is not obligated on the debts listed in the divorce decree, but against which the ex-spouse has filed bankruptcy, thereby forcing the borrower to file due to the inability to pay the debt. (Note that even though the divorce decree orders payment by the ex-spouse, the debt is still an obligation from the marital estate that carries over to both parties after the divorce.)

b. Evidence that a satisfactory credit history has been re-established.

I. Credit Counseling Management Plans and Debt Management Plans

Applicants who make application while in a relationship with a credit management program such as Consumer Credit Counseling Services must have completed a minimum of 50% of the monthly payments agreed to at the time the plan was created. All payments made under the plan must have been paid as agreed in the plan. If there has been an increase in income from the time the plan was created and the time applicant made application, a positive note when determining an applicant's intent to repay the mortgage loan will be considered if the applicant increased their payment required in order to expedite paying off creditors covered in the plan.

Consideration must be given regarding why the applicant entered into the repayment plan. If an applicant entered the plan as an alternative to bankruptcy and their circumstances at that time were caused by factors beyond their control then the fact that they are in a debt management plan is not a reason for declining an applicant. However, if the applicant is participating in the plan due to excessive debts then they must indicate, in writing, what steps they have taken to avoid that issue in the future and the entity that is managing their repayment plan must indicate via memorandum to NHSP, that applicant has taken steps to overcome the challenge of too much credit use and describe how they have participated in the repayment program, counseling, and other activities with organization.

H. Credit Explanations by Applicant

Credit explanations by the applicant must be examined to determine if:

1. The explanations are plausible.
2. The conditions that caused the difficulties are not likely to reoccur.

When analyzing bankruptcies, consideration will be given to whether there is a history of recovery and evidence of a current good financial standing.

I. Credit Scores

Credit scores are regularly used by first mortgage lenders when determining credit risk. Often an automated underwriting system is used for approving requests for credit and credit scores play a critical role when the loan request is evaluated.

NHSP recognizes that the use of credit scores as an important determining factor regarding the likelihood for repayment of debt. However, many NHSP applicants may not have a credit score or may not have held credit long enough to overcome a low credit score. Therefore,

although credit scores are a key indicator of an applicant's ability and inclination to repay, no loan will be approved or declined on the basis of credit score alone.

Credit score guidelines will be stated as part of any NHSP product description. Loan applicants that do not have a credit score will be underwritten based on alternative credit as described herein. Applicants with a low credit score shall receive one-on-one counseling to determine if there is an opportunity to take action over a short period of time to increase their credit score. If an applicant executes action items identified that would bave a positive impact on their credit score than they can reapply and their request shall be considered as a new application and the original credit score shall not be considered but instead a new, updated score shall be requested.

VI. ASSETS

A. Overview

The applicant's assets are an essential part of underwriting a loan and demonstrate:

1. The applicant's ability to accumulate assets.
2. Whether there are sufficient funds to apply towards the down payment, closing costs, and prepaid items.

A strong net worth can be a positive factor in reviewing and analyzing loan requests.

B. Types of Assets

1. Liquid assets include:
   a. Funds in savings and checking accounts
   b. Escrow deposits held toward the purchase of a property
   c. Funds received as a gift (a Gift Affidavit must be in the file)
   d. Cash on hand (must be verified and accompanied by a budget letter showing ability to save and source of cash on hand)
2. Common additional assets include:
   a. Stocks and bonds
   b. Money market funds and IRA accounts
   c. Profit sharing and thrift plans
   d. Cash value of life insurance policies
   e. Automobiles, furniture, and personal property
   f. Assets related to or involving the ownership of real estate
   g. Real property assets

C. Verification of Deposit

Verification of deposit determines the following.

1. The applicant's assets held in a depository institution
2. The amount and liquidity of assets, sufficient to close the loan
3. The amount of time funds has been on deposit. If funds have not been on deposit for more than 90 days then a letter of explanation should be required to determine source of the increase in deposited funds to ensure there is not obligation for repayment as a result of

those funds. If repayment is required, terms of that repayment should be considered when calculating ratios.

4. Funds intended to be used for closing a transaction that have been on deposit in an applicant's account then three months of bank statements verifying those funds can substitute for a Verification of Deposit.

D. Down payment and closing cost grants and loans

This source of funds to close may come from a variety of sources. Many are likely to be partners to NHSP. As a result, every effort will be given to incorporate these funds into the transaction. The following documentation needs to be in the loan file to adequately document such funds.

1. Award letter from funding source
2. A copy of any security instruments that may be associated with the grant

VII. PROPERTY

A. Property Type

Eligible properties are generally one- to four-unit properties.

B. Loan-to-Value Ratio

The combined loan-to-value ratio shall not exceed 99% for purchase transactions without rehabilitation and 110% for purchase transactions that include rehabilitation of the property. The loan-to-value ratio shall include all secured loans which require repayment. Each product offered will have the loan-to-value described within the product description.

Appraisals will be ordered if the loan amount exceeds $5,000.

C. Appraisals

When a loan involves construction, an appraisal will be based on an "after rehab" value, using a scope of work detailing the work to be completed and prepared by the NHSP Construction Specialist or a contractor bidding on the work.

For a second mortgage loan, an appraisal will be done by the first mortgage lender, generally based on the "after-rehab" value of the property. NHSP will accept this appraisal since it affects both loans. Consideration must be given to whether NHSP is restricted by the first mortgage lender's LTV requirements.

For purchase loans, a copy of the sales contract shall accompany the appraisal request.

D. Property Inspections

Any loan request that does not include rehab administered by NHSP shall require a property inspection by NHSP or an accredited property inspection agency to ensure that a safe and sanitary living environment exists, that there are no code violations, and to inform the borrower of possible property issues that may arise.

VIII. CITIZENSHIP STATUS

An applicant does not have to be a United States citizen to receive a loan. It is appropriate to require documentation showing that the borrower has the legal right to work in the United States and has the legal right to reside here. A copy of the borrower's Permanent Resident Alien card and Work Permit (if applicable) along with the horrowers ITIN must be provided.

VIII. SUMMARY

The underwriting guidelines presented here are general guidelines only. The proficiency of the underwriter is reflected throughout the total mortgage loan origination. Each case must be investigated, documented and evaluated in accordance with prudent lending policy and with NHSP lending goals.

CONSTRUCTION PROJECT PROCUREMENT POLICY

This policy has been developed for procuring all services and construction contracts relating to Real Estate Development projects. This specifically does not address the purchase of real property.

For residential new construction and rehabilitation as well as commercial tenant improvements:

All contracts up to $5,000 will require:

- One written bid from a qualified provider
- Fax or email bid is acceptable

All contracts in excess of $5,000 but less than $10,000 will require:

- Two written bids from qualified providers
- Fax or email bid is acceptable

All contracts in excess of $10,000 but less than $50,000 will require:

- Three written bids or proposals from qualified providers
- A "no bid" will count as a bid
- Fax or email bid is acceptable
- Contract to be awarded to lowest qualified bidder

All projects in excess of $50,000 will require:

- Public advertisement of project bid or advertisement to develop a list of qualified contractors.
- Three written bids from qualified providers
- "No bids" will not count unless specifically approved by CEO
- Bids / proposals must be submitted in a sealed envelope
- Bid opening will be witnessed by at least three individuals
- Contract to be awarded to lowest qualified bidder
- Services to be provided by best qualified party

NHS Phoenix
Real Estate Development Department Guidelines

REAL ESTATE DEVELOPMENT DEPT. OVERVIEW

The Real Estate Development Department at Neighborhood Housing Services of Phoenix (NHS) implements a variety of affordable home development projects ranging from new construction on scattered infill sites to acquisition / rehab / resale projects to the completion of construction on subdivision developments acquired through trustee's sales. NHSP Construction LLC and NHSP Realty LLC are two wholly-owned subsidiaries of NHS Phoenix that that were formed in 2009 to add construction services and real estate brokerage as two additional lines of business. Prior to 2009, the organization relied solely on outside vendors to fulfill these services.

SCATTERED SITE INFILL

1. Scattered site infill: Overview

An NHS scattered site infill project is new house construction on scattered sites in partner neighborhoods. The City of Phoenix makes available City Development Block Grant (CDBG) subsidy monies or HUD (HOME) funds to first time homebuyers at or below 80% median income levels. Housing and Urban Development (HUD) publishes the median income guidelines annually. NHS begins the construction process by following the infill guidelines of the Business Customer Service Center of the City of Phoenix (COP). The Business Customer Service Center waives permit fees when their guidelines are followed. A copy of the Infill guidelines is Attachment # 1.

2. Predevelopment: Overview

Predevelopment of an infill project will vary on a case-by-case basis. Predevelopment consists of:

1. Lot assessment
2. Lot acquisition
3. Bid procedures
4. Bid package preparation
5. Contract preparation

6. Infill permit process
7. Water meter application
8. Utilities: Gas and Electric

2.1 Lot assessment: Feasibility of development

Visit the property and take a digital photo of the property. This should be archived in the shared directory under development and labeled with the address of the property. A photo of the completed project, along with a photo of the utility clearance sticker must also be part of every project. Site prep is very important to the total development cost of the project.

Lot assessment due diligence questions and answers:

1. Is there existing vegetation or trees to be cleared before development?
Trees and vegetation must be removed before development. To determine the costs you can solicit a quote from a third party contractor or include the removal as a line item in the "scope of work". Do not forget hauling from the property and proper disposal at a landfill.

2. Is there an existing foundation or concrete slab that must be removed?
Similar to the above, a third party quote or line item in the scope of work to be added to the total development costs.

3. Is there a "hot" tap for a water meter?
A "tap status" can be requested from the COP. The process involves visiting counter #8 (Engineering) at City Hall and requesting a tap status for the property. This will ensure the viability of the tap or whether "full service" will be necessary. It is important to note the location of the tap so it is not in the way of the driveway.

4. Is the lot the standard width and length? Will it meet zoning requirements?
A copy of COP Planning Department's Summery of the Zoning Ordinance is available online. The size and location of the lot along with the house plan to be constructed are the determining factors as to whether or not a variance will be necessary.
Some of the issues that predicate a zoning variance are:
   a. The lot is too small to meet the required setbacks (front, rear, sides)
   b. The proposed house is too big or the lot size is too small and the lot coverage % cannot be met
   c. The height of the planned structure does not meet zoning guidelines

5. Is there electric/gas available in the area? Is it easily accessible?
Isaac and Garfield neighborhoods both have gas and electric readily available. One issue is the location of an existing electric pole and where to locate the meters and whether the electric can be run from the front or rear. Some projects in the past required NHS to bury the utilities and set another utility pole to run the drop. There have even been projects where a utility pole was located in the area of a proposed driveway due to a replatting of lots for an entire block.
6. What are the possibilities of a septic system being located on the property?
Septic systems have been more prevalent in the Isaac neighborhood than in Garfield. Investigation by excavation is the only way to locate a septic system.

7. What is the possibility of encroachment by neighbor's fence?
Visual inspection alone cannot determine if there is an encroachment. A civil engineer will have to set the property corners to be absolutely certain of an encroachment. An initial measuring or "taping off" of an entire block will sometimes help identify encroachment issues when compared to a quarter section map where each lot's width can be identified.

8. Is the lot located in a designated historic area?
In order to construct a new house in a designated historic district NHS must first select a house plan that is architecturally appropriate. A "Certificate of Appropriateness" issued by the Historic Preservation Office of the COP will be necessary. . The house plan along with a site plan showing adjacent lots must be presented to the Historic Preservation office. HP staff will study the submitted material and make a recommendation. Their recommendations along with NHS staff are presented to a hearing officer who determines whether or not a certificate will be issued. This process usually takes 4 to 6 weeks.

9. Is there a curb cut for a new driveway?
Two typical styles of curbing exist. The "v" curb is a 90° angle concrete curb usually the height of a step. This is usually found in older neighborhoods. This one requires a "curb cut" for the installation of a driveway. The other style of curbing is the "rolled curb" This is a formed concrete curb that does not require a curb cut because the edge is softened and allows a vehicle to access the driveway at any point.

2.2 Lot acquisition

NHS enters into contracts with the COP to administer subsidy monies in designated areas. The newest agreement focuses on strategic lots designated for acquisition by COP "Neighborhood Initiative Areas" (NIA) staff. Previous lot acquisitions were identified by NHS staff. Lots acquired by the COP are sold to NHS for development. In the Garfield Neighborhood it is necessary to receive an

"archeological clearance" as well as "environmental clearance" to purchase and build. The Project Manager in the Development Services Department (DSD) of the COP coordinates this process with other city departments.

2.3 Bid Procedures

The method of procuring contractors depends upon the scope of work and the dollar value of the project. Larger projects involving federal funds will require that the project is advertised in a paper of general circulation, whereas smaller projects may be by invitation only. Please refer to the Procurement Policy in Attachment "____" for more information. "Bid packages" are made available via email or on our website.. A copy of the architectural plans (if applicable) should also be made available in pdf form. . A typical time frame for bidding a project is 3 weeks, starting from the date the bid package is made available. Contractors will be required to attend a pre-bid conference if they wish to bid on the project. NHS will have a sign-in sheet and will collect email addresses from the contractors at the pre-bid conference. It is important to note that the City of Phoenix usually schedules its own bid openings on Tuesdays. It is strongly advised to set NHS bid openings on another day of the week..All bids must be submitted to NHS in a sealed envelope with the address of the project identified on the front of the envelope. The "date received" should be stamped on the envelope.

Bid time extensions may be allowed only if there is a discrepancy in the bid packages or a change is made to the project. If an extension is granted or an addendum is issued, all contractors must be notified via email. .

No bids will be accepted past the designated date and time.. Bids will be opened within 2 working days at a time that is acceptable to all members of the award committee. The award committee shall consist of the Director of Real Estate Development, the Project Manager, and either another employee of NHS or a City of Phoenix Rehab Specialist. In no circumstance will the committee consist of any fewer than three individuals. All committee members must witness the "opening of the bids". A completed "Bid Results" form will be signed by the witnesses and the opener of the bids, and kept in the construction files. There are some contractors who will attend the bid opening. Bids are thoroughly reviewed and a "Bid Analysis" is completed. A copy of it should go into the construction file.. The bids are public information and must be made available upon request. Examples of a bid analysis are Attachment #5.

The contractor who is awarded the bid is determined by the differential range of the estimated cost of the project. NHS Phoenix will provide a line item cost estimate and total the amounts. The contractor's bid should be between 15% above and 15% below the NHS Phoenix estimate. Within this range the

contractor with the lowest bid shall be awarded the contract. For federal projects giving preference to Section 3 bidders, a variance of up to 9% over the lowest bid shall be allowable.

It is important to note that NHS Phoenix reserves the right to reject any and all bids as noted in the bid package documents.

2.4 Bid Package Preparation

The bid package shall be compiled in a manila envelope, labeled with the property addresses referenced in the bid and should include those documents spelled out in the bid instructions.

A sample bid package is included as Attachments #6. Please note that there may be some variations in the bid package depending upon the scope of work and the type of program.

2.5 Contract Preparation

The construction contract has been developed by NHS's attorney and was ,most recently updated in 2002. The document is located on the shared directory on the server under the development folder. The document is straightforward with "fill in the blanks" for the name / address of the contractor, dollar amount of the project and project address. Attachments to the contract are;

1. Scope of work / line item bid
2. Legal description of the property
3. Site plan / Grading and Drainage plan

Other parts of the contract document are the "notice to proceed" giving dates to the contractor when work can begin and a "sworn statement" by which the contractor must identify the names of all subcontractors and the dollar amount for the work they will be completing. The completed document must be signed by the contractor and an authorized signer for NHS Phoenix.

2.6 Infill permit process

The process for filing an infill permit is subject to change. The Infill Department provides a guideline which outlines its requirements. The guidelines are available at its office located in City Hall. Typical is the completion of an application form, submission of a compete set of "standard plans" and a plot plan. Grading and drainage has been an issue that is constantly changing. Currently NHS contracts with a civil engineer prior to the bid process for a

complete engineered site plan indicating the finished floor elevation and the flow of water on the property and newly instituted retention areas on the property. This is reviewed by the Engineering Department and must be signed off by them and submitted to the Infill Department. The City of Phoenix has contracted with a civil engineering firm which may change the process slightly by giving a standard finished floor elevation with regards to specific neighborhoods. It is important to keep current on the process before applying so that valuable time and cost is not lost.

The contractor must be identified on the infill permit application therefore you cannot file for the permit until a contract is initiated with the designated contractor. No work shall begin on the project until a permit has been issued.

2.7 Water meter application

A City of Phoenix application form must be competed and submitted to counter # 8 at City Hall. The typical turn around time is immediate at the counter unless due diligence indicates that it may be necessary for full service instead of just a new meter depending on whether or not there is an existing "hot" tap. The water department will do a "tap status" check at the property and indicate the status of the water meter. y of the building / infill permit must be submitted at the time of application.

2.8 Utilities: Gas and electric

Coordinators from both Southwest Gas and Arizona Public Services (APS) should be notified of the proposed project. This notification should be completed before construction begins. In past projects Southwest Gas, after notification, will mail applications for each property with a release to bring a pipeline onto the property. It is crucial to monitor the utilities as they can delay the project in the end.

APS coordinators may be notified by phone. Depending on the coordinator they will either set up a meeting at the site to review installation issues or they will independently visit the site and follow-up with a phone call regarding any issues they deem unusual or action items that need to be addressed. In past projects examples of action items were the location of the "drop" for service, service needed to be installed underground and the location of the electric panel.

It is important to note that a "utility clearance" must be issued by the building inspector. Without the utility clearance neither company will complete service to the house.

3. Contracts and Eligible Contractors:

3.1 Sweat Equity

No contracts will be awarded on a basis of self help or sweat equity.

3.3 Lien Waivers

Contractor shall agree to protect, defend and indemnify Owner from any claims for unpaid work, labor or materials with respect to Contractor's Performance. Final or progress payments shall not be due until Contractor has delivered to NHS complete or partial release of all liens for work completed arising out of Contractor's Performance, or receipt in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Owner indemnifying it against any lien.

3.4 Change Orders

Contractor and NHS shall agree that no material changes or alterations in the work, price or time shall be made unless in writing and agreed to by Contractor and NHSP.

3.5 Permits and Codes

Contractor shall agree to secure and pay for all necessary permits and licenses required and to adhere to applicable local codes and requirements whether or not covered by the Plans and Specifications and any drawings for the work, including the State of Arizona contractor registration requirements unless stipulated that NHS Phoenix will be responsible for obtaining the permits.

3.6 General Provisions

A. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.

B. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

C. Contractor may at its discretion engage subcontractors to perform work provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract. Upon completion of the project, the Contractor shall provide to the Owner a list with the names, addresses, telephone numbers, license numbers and description of the work

performed by any subcontractors.

D. Contractor shall warrant it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.

E. Contractor shall agree to maintain General Liability insurance in a minimum amount of one million ($1,000,000) for Bodily Injury and Property Damage. Coverage must be on an "Occurrence form" naming NHS as additional insured. Contractor agrees to maintain Workers Compensation coverage in compliance with all state laws. Contractor shall agree to maintain Auto insurance for owned, non-owned and hired autos in a minimum amount of one million ($1,000,000) for bodily injury and property damage. Evidence of all coverage shall be supplied to NHS in the form of an Accord insurance certificate prior to construction inception and in advance of any expiration. Insurance carriers must be rated A-VIII or better by A.M Best. Failure to provide and maintain proper insurance shall constitute default.

F. Contractor shall, if requested by the Owner, at its own expense obtain all permits necessary for the work to be performed.

G. Contractor shall agree to remove all debris and leave the premises in broom clean condition.

H. All disputes shall be resolved by binding arbitration in accordance with the construction industry rules of the American Arbitration Association.

I. Owner in its discretion may require that payments be made directly to subcontractors and material suppliers through joint checks.

3.7 Hold Harmless

Contractor shall agree to defend, indemnify, and hold harmless the Owner from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's Performance under this Agreement. Contractor is acting in the capacity of an Independent Contractor with respect to the Owner.

3.8 Equal Opportunity:

The Contractor shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment

practice. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, color, religion, gender, national origin, age or disability. Such action shall include, but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor shall agree that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or service in connection with this contract. The Contractor shall agree that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services or who may perform any labor or services in connection with this contract.

Contractor shall agree to provide Equal Opportunity to all persons and small business, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability. To the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of the project area and contracts (Agreements) for work in connection with the project be awarded to business concerns located in, or owned in substantial part by persons residing in the area of the project. If the contractor has a collective bargaining agreement or other contract of understanding, the contractor will send to each labor organization or representative of workers under this agreement, a notice of this commitments under this paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

3.9 Representation

Contractor shall represent that at the time of execution of a contract that Contractor's Company in not listed on the disbarred and suspended contractor's list of HUD.

3.10 Warranty

The Contractor shall agree to provide a full two-year warranty to the Owner, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by the Contractor is good quality and free from defects in workmanship or materials. Exceptions to this two-year warranty period shall be as provided by the Registrar of Contractors in

its Manual of Minimum Workmanship Standards and for the warranty periods provided by the manufacturers.

All warranties shall be in addition to, and not in limitation of, any and all other rights and remedies to which the Owner or subsequent owners may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of, possession of the property, or other final settlement made by the Owner and shall be binding notwithstanding any provision to the contrary contained in any instrument heretofore or hereinafter executed by the Owner.

3.11 Subcontractors

The General Contractor shall agree that all subcontractors shall be properly licensed by the Registrar of Contractors. The warranties contained herein shall apply to all work performed under the contract, including that performed by subcontractors. Subcontractors are to supply licenses and Certificate of Insurance verification prior to start of any work.

3.12 Plans and Specifications

Contractor shall acknowledge that it has reviewed the Plans and Specifications for the Proposed Improvements and, except as noted, that they are accurate, complete and consistent as to the scope of work to be performed, and that the dwelling can be constructed as designed for the price quoted by the Contractor.

Comment [1]: (Part I of this Agreement)

3.13 Removal of Debris

Upon the completion of the work, contractor shall agree to remove all construction debris and surplus material from the property and leave the property in a neat and broom clean condition with all items final cleaned and ready for owner's immediate use.

3.14 Lead Based Paint

All work shall comply with the regulations implemented under the Lead Based Paint Poisoning Prevention Act, 42#USC#4821-4846, as set forth at 24#CFR Part 35.

3.15 Davis-Bacon Compliance

All work shall comply with the Federal Labor Standards Provisions of the

Davis-Bacon Act.

3.16 Conflict of Interest

No officer, employee, or member of the governing body of NHS or the City who exercises any function or responsibilities shall have any private interest, direct or indirect, in any agreements.

3.17 Applicable Federal Requirements

A. The Contractor and all subcontractors shall:
1) Comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFI S 60). The provisions of the foregoing Executive Orders and regulations are to be attached to contracts and incorporated therein to the extent required therein.
2) Comply with the Copeland "Anti-Kickback" Act (18 U.S.C. S874) as supplemented by Department of Labor regulations (29 CFI S 3).
3) Comply with Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. SS327-330) as supplemented by Department of Labor regulations (29 CFI S 5).
4) Provide access to the COP, Owner, HUD and the Comptroller General of United States, or any of their duly authorized representatives, to any books, documents, papers and records of the Contractor or sub-contractor which are directly pertinent a Contract for the purpose of making audit, examinations, excerpts and transcriptions.
5) Retain all required records for three years after Owner, the Contractor or sub-Contractors make final payments and all other pending matters are closed.
6) Comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. S1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. S 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFI 15).
7) Comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L. 94-163).

B. The Contractor shall provide the following certifications to the COP and to the HUD in connection with a Contract.
1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 execution of this Contract.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person 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 a Contract, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3) The Contractor has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining a contract, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.
4) The Contractor will require that the language in Subsections (1), (2), and (3) above be included in the award documents for all subcontractors and that all subcontractors shall certify and disclose accordingly.

Wrongful diversion of Public Funds, a Public Offense
484b. Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment and willfully fails to apply such purpose by either willfully failing to complete the improvements for which funds were provided or willfully filing to pay services, labor, materials or equipment provided incident to such construction and wrongfully diverts the funds to a use other than that for equipment provided incident to such construction and wrongfully diverts the funds to a use other than that for which the funds were received, shall be guilty of a public offense and shall be punishable by a fine not exceeding five thousand dollars ($ 5,000), or by imprisonment in the state prison, or in the country jail not exceeding one year, or by both such fine and such imprisonment if the amount diverted is in excess of one thousand dollars ($1,000), the person guilty of a misdemeanor.
False Voucher, Embezzlement
484c. Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment incident to construction improvements on real property and willfully rebates any part of the money to or on behalf of anyone contracting with such person, for provisions of the services, labor, materials of equipment for which the money was given, shall be guilty of a misdemeanor, provided, however that normal trade discount for prompt payment shall not be considered a violation of this section.

4. Monitoring and Scheduling

4.1 Job Monitoring

The job site shall be visited weekly at a minimum to ensure all work is being completed properly and that the job site is secure.

4.2 Scheduling and Tracking

The general contractor shall be required to provide a construction schedule.

In addition to the job schedule the "NHS Phoenix Construction Notes" database must be updated weekly.

5. Contractor Draws

The construction contract is designed to allow for the stipulation of the number of draws for any project and a draw schedule can be attached. Typical for a draw schedule shall be 5 draws per project. NHS Phoenix shall keep 10% retention from each draw with the final draw request being the retention. All work must be completed and in place before any money can be released.

The "Cost Tracker" shall be utilized for all projects. The template is filed in the shared directory under development. The cost tracker will track all draws and change orders and is designed to calculate the dollar amount due at any given time. This is vital to reconciling the cost of the draw for all draw requests by the contractor. At the initiation of a contract with the contractor the bid for the project shall be used to enter each line item and dollar amount. Subsequently any change order or draw shall be entered to monitor the draw process. A copy of the cost tracker shall be attached to the check request for contractor payment when NHS is financing the project.

In situations where construction financing is secured from a third party the lender may require their inspector to approve any and all draws. NHS shall adhere to the policies of the lender. NHS shall continue to utilize the cost tracker as reconciliation tool for the project.

A sample of the cost tracker is Attachment #9.

NHS uses AIA G702 & G703 standardized formats and industry accepted procedures for disbursing payments to Contractors on construction work. Contractor Draw requests are processed progressively as the work is completed, and with contractor/vendor invoices, lien releases and labeled material receipts provided as support documents.

6. Owner Occupied Rehab

Currently NHS Phoenix is not engaging in any owner occupied rehab projects. At any time it is decided to enter into this type of construction activity, additional policies will need to be instituted.

7. Acquisition Rehab: Overview

NHS engages in acquisition rehab in partnership with various other government organizations. . The premise for each project is that the future homeowner will not incur any substantial costs for repair within a 5 year period. NHS Phoenix shall address all aspects of the property especially focusing on health, safety, environmental, major systems, such as electric, plumbing, HVAC, and the structural and functionality of the house. As a guideline NHS shall do a project feasibility pro-forma outlining the projected costs to ensure the success of the project.

8. Environmental: Lead Based Paint and Asbestos

The first step in any rehab project is determining whether or not and where any environmental hazards exist in the property. It is of utmost importance to recognize the health risks involved when dealing with lead based paint and asbestos. It is equally important to recognize the substantial cost for abatement.

An independent third party licensed professional shall be employed to complete any and all of the above tasks. This person shall be responsible for testing, developing the scope of work for abatement, monitoring and final clearances. All environmental testing, monitoring and abatement shall comply with HUD, OSHA, EPA, and any and all other Federal and local regulatory agencies. Regulatory guidelines can be accessed via the internet.

Once the environmental hazards have been identified the rehab project shall not begin until all abatement has occurred. Abatement contractors must be certified and a typical general contractor cannot perform the abatement even if the hazardous substance is located and identified.

It is important to note that any test documents must be provided to the homeowner. Equally important is after the abatement contractor has completed its work, a general contractor should not disturb any areas where the abatement has been completed. It is advisable to obtain a second final clearance to make sure no other disturbance has occurred. "Questions and Answers" regarding the HUD lead based paint regulation is Attachment #10. "Lead Speak," a brief glossary of common lead based paint terms, is Attachment # 11. "Rehabilitation: required activities to address lead based paint," is Attachment # 12. The Lead Regulation for Rehabbers is Attachment #13

9. Assessment of the rehab property: Overview

The assessment of a rehab property is a complicated process and needs to be more than just a walk-though. All of the exterior and interior components of the house must be inspected and their life span evaluated. Remember it is not only what you see but what you don't see. For example: bulging plaster in the ceiling may at first glance seem simple to repair. But what you don't see is the leak in the roof that has caused the problem or the cracks in the ceiling that could be coming from the undersized ceiling rafters which have sagged over time and need to be replaced or reinforced.

Most rehab properties have fallen into a state of disrepair and to compound the issue their age usually implies that rooms are smaller, there are no garages, kitchens and bathrooms are outdated, bedrooms lack sufficient closet space and generally the house does not meet the expectation level of what today's homeowners want in a house. You must evaluate every component of the house, analyze the floor plan, room count, square footage, structural integrity and consider the marketability of the property.

It is important to document the property with digital photos so you may reference them while doing a scope of work as well as archive them for future use in before and after photos. You will also need to measure the existing floor plan (room sizes) window and door sizes, height and width of openings and their placement. An existing floor plan and a proposed floor plan will need to be generated for use in the bid package. The accuracy of the measurements is crucial to developing the floor plan.

If the house is a small 2 bedroom and 1 bath an addition to the house could be a way to make the house marketable. Lot coverage and setbacks are zoning items that need to be addressed. It may be necessary to involve an architect for the preparation of construction drawings which are necessary in obtaining a building permit. In the Garfield neighborhood there are designated historic districts and houses have historic significance. Altering the front facade is prohibited.

NHS has also received an in-kind donated house for a rehab project. The cost of the property is vital to the feasibility of the project. Other sources for acquisition are REO or HUD homes - houses that are discounted and sold in "as is" conditions.

Listed below are some issues to consider before acquiring a house for a rehab project. Although these issues should not deter pursuing acquisition, the cost implications must be carefully weighed to determine if additional funding sources are available to make the project successful:

1. Will the house appraise for the amount of money invested in the acquisition and total development cost?
2. Will the house be marketable after rehab?

3. Will there be significant holding costs associated with the length of time to rehab and sell the property?
4. The use of lead based paint was banned in 1978. Houses built prior to 1978 are at risk for lead based paint. Contrary to popular belief children under the age of 6 are usually susceptible to lead poisoning not by eating paint chips but by ingesting or inhaling lead paint dust. Surface frictions from building components (such as windows and doors) that are painted with lead based paint create the dust.
5. The use of asbestos in products was banned in 1989, however that ruling was revoked in 1991 and the use of asbestos can still be found today in asbestos cement and certain insulating and sound proofing materials. Asbestos is generally split into two categories, friable and non-friable. Friable asbestos can be crushed by hand and fibers will be released into the air. Friable is more hazardous than non-friable. Houses built prior to 1989 are at risk of having asbestos. Popular in Arizona was the use of asbestos in "popcorn" ceilings.
6. Block and brick wall constructed houses typically do not have any wall or attic insulation. Attic insulation can be installed. In older properties the finish plaster adheres directly to the brick or block. It is impossible to install any insulation. Without insulation the house will not be as energy efficient thereby causing the homeowner to pay higher utility bills.
7. Are there laundry facilities? The majority of older houses do not have any laundry facilities nor do they have room for them. A space must be provided.
8. If the house is located in a historic district or is it considered contributing it will be necessary to comply with historic preservation guidelines. Items such as the front facade, window and door styles will have to match the appropriate design for the period.

9.1 Exterior

Inspect for deficiencies on all of the exterior components and surfaces. Examples of deficiencies shall include but not be limited to: settlement cracks, peeling paint, rotted wood, inoperable windows/doors including hardware, curling roof shingles, outdated plumbing pipes, grade sloping toward house, insufficient lighting, cracked concrete, porch/stair handrails and railings loose, missing or not to code, no drip system to landscaping, trash, overgrown/dead trees or bushes, structural columns, crawl space ventilation grates, pest infestation, mortar joints any and all areas that would allow air or water to enter or exit from the house. Below is a suggested checklist to use during inspection. It can be used to categorize each item with remarks such as: repair, replace, no action, etc.

1. Approach sidewalk
2. Parking-driveway and approach / slab or dust proof gravel
3. Foundation

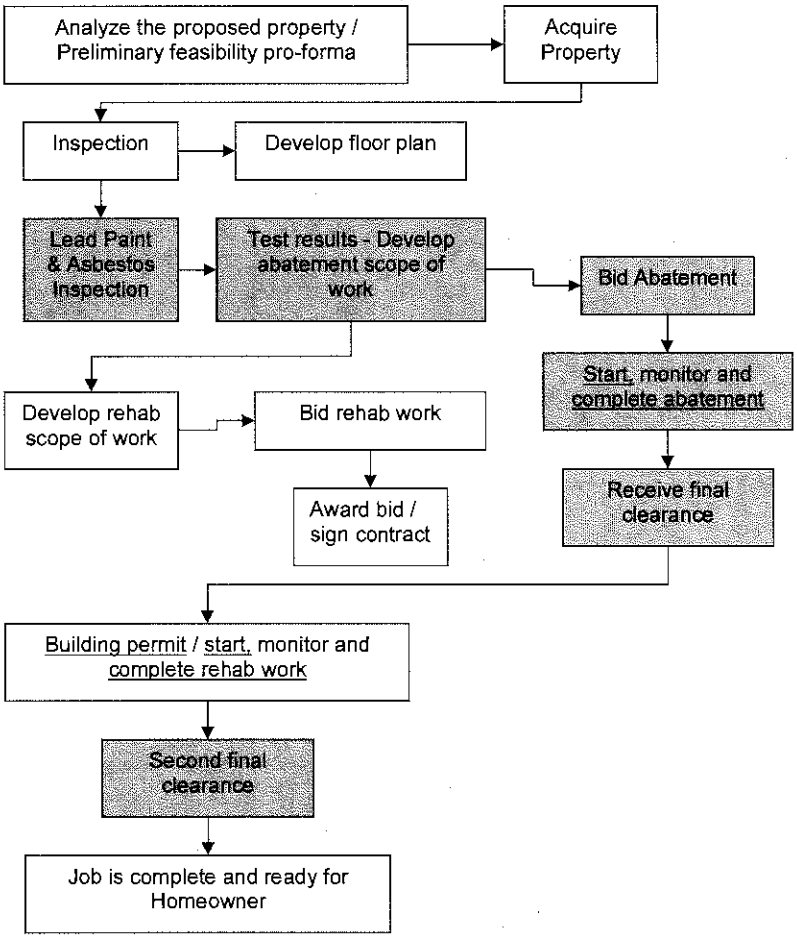
4. Porches and steps
5. Handrails to steps and railings at porches
6. Exterior wall surface / gable ends and ventilation
7. Windows
8. Doors
9. Trim
10. Chimneys
11. Roof / roof ventilation
12. HVAC and/or Evaporative cooler
13. Landscaping
14. Existing grade
15. Outdoor structures
16. Plumbing supply line to house / hose bibs
17. Water heater / enclosure
18. Electric panel / lighting fixtures
19. Fences/gates

9.2 Interior:

Inspect for deficiencies on all of the interior components and surfaces on a room by room basis. Note that deficiencies are defined as listed above under the "exterior" section and should also include any component that is not functional, outdated, dangerous and/or not to code.

1. Walls
2. Ceilings
3. Flooring
4. Door/hardware operation
5. Closets
6. Cabinets/countertops
7. Bathroom/kitchen fixtures
8. Plumbing/shut off valves/faucets
9. Appliances
10. Trim
11. Secondary egress
12. GFI's at wet areas
13. Hard wired smoke alarms at hallways and bedrooms
14. Number of bedrooms and bathrooms
15. Laundry facilities
16. Attic/wall insulation
17. Subfloor
18. Floor joist

10. The rehab / abatement process



11. Rehab guidelines

The following lists from the new construction portion are applicable and should be followed as noted in the previous numbered outline:

2.3 Bid Procedures
2.4 Bid Package Preparation
2.5 Contract Preparation
2.8 Utilities
3. Contracts and Eligible Contractors
3.1 Sweat equity

3.3 Lien Waivers
3.4 Change orders
3.5 Permits and codes
3.6 General provisions
3.7 Hold Harmless
3.8 Equal Opportunity
3.9 Representation
3.10 Warranty
3.11 Subcontractors
3.12 Plans and Specifications
3.13 Removal of debris
3.14 Lead based paint
3.15 Davis Bacon Compliance
3.16 Conflict of Interest
3.17 Applicable Federal Requirements
4. Monitoring and Scheduling
4.1 Job Monitoring
4.2 Scheduling and tracking
5. Contractor Draws

12. Warranty Complaints

NHS tracks warranty complaints to contractors and acts as a third party arbitrator in helping resolve complaints. A sample Warranty Tracking form is Attachment #14

Attachment # 1- Infill Guidelines

Attachment # 2 – Zoning Ordinance

Attachment # 3 -Contractors List

Attachment # 4 – Bid Sign Out Form

Attachment # 5 – Bid Analysis

Attachments # 6 – Bid Package Forms

Attachment # 7 – Schedule and History Sheet

Attachment # 8 – Database

Attachment # 9 – Cost tracker

Attachment # 10 – "Questions and Answers"

Attachment # 11 – "Lead Speak"

Attachment # 12 – Rehabilitation: required activities to address lead based paint

Attachment # 13 – The Lead Reg for Rehabbers

Attachment # 14 – Warranty Tracking Form

Housing Maintenance and Counseling Procedures

NHS Phoenix uses the "Realizing the American Dream, 4th Edition" (NeighborWork® America). The homebuyer manual helps take away the mystery of the homebuying process. All the key topics needed to consider when buying a home are explained in clear, uncomplicated language.

Chapter 6: Protecting Your Investment includes topics for house maintenance. See attached outline.

6: Protecting Your Investment

CONTENTS

Introduction 254

Protecting Your Investment 255

Why Do You Need to Protect Your Home? . . 255

Getting to Know Your Home 256

Moving In 258

Building a Healthy Environment 258

Home Safety 259

Home Security 260

Saving Energy and Money 261

Energy-saving Tips for Your Household 261

Energy-saving Tips for Your House 262

Preventive Maintenance 264

Mark Your Calendar 264

How Long Do Things Last? 266

Do-it-Yourself Repairs 268

Preparing a Tool Box 269

Diagnosing and Solving Homeowners' Most Common Problems 270

Remodeling and Major Repairs 272

Adding Value With Improvements 272

Planning Your Project 274

Working with Contractors 276

Investing in Your Neighborhood 280

Knowing Your Community 280

Being a Good Neighbor 281

Showing Pride of Ownership 282

Asset Building 283

Managing Your Money for Homeownership . 283

Developing a Savings Plan 284

Remember the Credit Trap 284

Keeping Records 285

Taxes and Insurance 286

Federal Income Tax 286

Housing-Related Expenses You Can Deduct From Your Taxes 287

Capital Gains Tax 289

Homeowners Insurance 289

Mortgage Insurance 291

Escrow Adjustments 292

Life Insurance 293

Protecting Your Equity 294

What Is Home Equity? 294

How Can You Use Equity Without Selling Your Home? 294

Refinancing 295

Common Reasons Homeowners Choose to Refinance 296

Home Equity Loans 299

Reverse Mortgages 299

Watch Out for Predatory Lending 300

Prepaying Your Mortgage 304

What If You Can't Make Your Payment? 306

Meeting Your Financial Responsibilities 306

What Is Foreclosure? 307

Preventing Foreclosure 308

Loan Workouts 308

Moving On 309

Delinquency Counseling 310

Self-Test 312

Resources 314

A MANUAL FOR HOMEBUYERS | 4TH EDITION

Realizing the *American Dream*

1st Edition
Kevin McQueen, Deborah Schneider and Alison Thresher

2nd Edition
Laurie Maggiano

3rd Edition
Christi Baker

4th Edition
Doris Barrell

Loan closing and recordation process and Lien Release Procedures

Loan closing and recordation process is coordinated with a title company by lending staff at NHS Phoenix.

Upon payoff of mortgage loan, the servicing department will coordinate with Lending Manager a lien release to be recorded with the county.

For construction lien releases see NHS Phoenix Real Estate Development Guidelines

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.

Loan Servicing Procedures

Loan Servicing Coordinator is responsible for carrying out all loan servicing functions and he/she reports directly to the Lending Manager.

- Post client mortgage payments daily
- Mail first notices by the 7th day of the month
- Mail second notices by the 16th day of the month
- Mail billing notices by the 16th day of the month
- Mail 30-day notices by the 1st of the following month
- Complete month-end close out by the 5th of the month with reports mailed to appropriate entities
- Complete year-end close out by January 10th with reports mailed to appropriate entities
- Complete impound analysis and 1098's by January 15th
- Mail yearly Privacy Act notices to all loan customers by January 15th
- Pay property taxes to assessor by March 15th and October 15th
- Pay insurance renewals within 5 working days of receipt of notice
- Immediately follow up on returned checks
- Generate delinquency report for Lending Manager each Tuesday morning for follow-up
- Add new loans to portfolio within 24 hours of receipt from Lending Department
- File insurance policies, title policies, recorded documents in appropriate files (working file or master file) as received and continue updates of loss payee clauses and notice of taxes, etc.
- Add new portfolios to loan servicing system as needed
- Implement forbearances, workouts, modifications, etc. as needed with instructions from Lending Manager
- Flag all files with appropriate collection or legal status as instructed by Lending Manager
- Process all pay-off transactions; mark promissory notes as "paid" with appropriate collateral released 15 days after funds are deposited and delivered to corporate office

Grievance and quality assurance procedures are addressed in the Employee Handbook

Complaints are required in writing and are addressed by the manager of the department, Executive Director (President/CEO) and or Executive Committee of the Board of Directors as appropriate.

See excerpts from the Employee Handbook

Compliance and Ethics

Each employee is required to report any suspected improper workplace conduct involving another employee or person acting on behalf of Neighborhood Housing Services of Phoenix. Examples of compliance issues are:

- ☐ possible violations of federal or state law
- ☐ questionable financial practices
- ☐ compliance with legal and regulatory requirements
- ☐ violation or suspected violation of NHSP's conflict of interest policies for employees, directors and committee members
- ☐ retaliation against an employee who reports a suspected violation of any of the above

The failure of an employee to report improper conduct of which the employee is, or should be aware, will result in disciplinary action. The employee has the choice of reporting suspected misconduct directly to the employee's supervisor or the Executive Director. In the event that the issue directly involves the Executive Director, the employee may file the complaint with the President of the Board of Directors. Neighborhood Housing Services of Phoenix will make every effort to keep such reports confidential, however, complete confidentiality cannot be guaranteed in the event that NHSP finds it necessary to investigate further the reported improper activity.

NHSP strictly prohibits any retribution, retaliation or disciplinary action against an employee who, in good faith, reports any suspected misconduct. However, if such a report includes an acknowledgment of personal wrongdoing, an employee cannot be guaranteed protection against disciplinary action. Additionally, if NHSP determines that an employee knowingly fabricated any part of a report, that employee shall be subject to disciplinary action.

This Compliance Policy is not intended to address every concern that may arise in the workplace. All employees are encouraged to use all available channels of communication to address their concerns prior to submitting a formal complaint pursuant to these procedures.

PERFORMANCE MANAGEMENT AND EVALUATION

Supervision and Evaluation

Each staff member has the right to expect adequate orientation, continuous and regulated supervision, periodic evaluations and an opportunity to participate in staff planning. At least annually, and at least two weeks prior to the anniversary of his or her employment, each staff member's work performance shall be evaluated by the employee's supervisor and approved by the Executive Director via a written evaluation report and the contents of the report will be discussed in a private conference with the staff member. The evaluation report and additional comments shall be filed in the employee's personnel record folder.

CORRECTIVE ACTION

Supervisors are responsible for monitoring the quality and productivity of those employees within their work units. If an employee is not meeting the expectations of the position, the supervisor may use any of the following steps to advise the employee about changes that need to be made in the employee's performance or behavior:

- ☐ Verbal counseling specifying what the employee needs to do differently
- ☐ Written documentation in the form of a Performance Improvement Plan, specifying what the employee needs to do differently
- ☐ Final written warning advising the employee that immediate and sustained change needs to occur in order to continue employment with NHSP.

Management reserves the right to move immediately to termination or start a disciplinary process with a final written warning in the event of an egregious act by the employee.

Program income and policies and procedures

Housing Counselors will assess clients following the Technical Guide for Determining Income and Allowances for the HOME Program, Third Edition 2005 technical guide for program eligibility or by the requirements of the Participating Jurisdictions providing funding subsidy.

The Neighborhood Housing Services of Phoenix, Inc., GENERAL GUIDELINES FOR LOAN FUNDS will be used for loans originated by NHS Phoenix

NEIGHBORHOOD HOUSING SERVICES OF PHOENIX

INTERNAL GUIDE TO ACCOUNTING POLICIES AND PROCEDURES

(APPROVED 6/24/2010 BY BOARD OF DIRECTORS)

TABLE OF CONTENTS

Statement on Auditing Standards No. 48.....1

1.0 Basic Internal Control Policies 1-12

2.0 General Accounting 13-17

3.0 Expenditure Authorization 18

4.0 Cash Management 19-27

5.0 Revenue Cycle 27-32

6.0 Payroll Cycle..... 32-37

7.0 Property and Equipment..... 37-42

8.0 Purchasing 42-51

9.0 Planning and Reporting 51-55

10.0 Auditing 55-56

Appendix.....57

STATEMENT ON AUDITING STANDARDS No. 48

ADMINISTRATIVE CONTROL

This includes, but is not limited to, the plan of Neighborhood Housing Services of Phoenix (NHSP) and the procedures and records concerned with the decision processes leading to management's authorization of transactions. Such authorization is a management function directly associated with the responsibility for achieving the objectives of NHSP and is the starting point for establishing accounting control of transactions.

ACCOUNTING CONTROL

This comprises the plan of NHSP and the procedures and records concerned with the safeguarding of assets and reliability of financial records. Consequently, it is designed to provide reasonable assurance that:

Transactions are executed in accordance with management's general or specific authorization.

Transactions are recorded when necessary.

Access to assets is permitted only in accordance with management's authorization.

The recorded accountability for assets is compared with the existing assets at reasonable intervals, and appropriate action is taken with respect to any difference.

1. INTERNAL CONTROLS

POLICY

The Management staff and Board of Directors recognize the need for, and the value of, a strong system of internal control. As such, NHSP have adopted methods and procedures designed to safeguard its assets, check the accuracy and reliability of its accounting data, promote operational efficiency, and encourage adherence to prescribed managerial policies. These methods and procedures provide a system of cross checks which in the absence of collusion, would reduce the likelihood of misappropriation of assets or misstatement of the accounts and, would maximize the likelihood of detection if misappropriation or misstatement were to occur. Additionally, NHSP recognizes that internal controls extend beyond those matters, which relate directly to the functions of the accounting department.

BASIC POLICIES

1. 1 COMMITTING FUNDS

NHSP's funds are to be allocated in accordance with the Approved Annual Budget. The responsibilities to spend these funds rest with the Department Managers of NHSP to whom the budget allocations have been made. These allocations will follow the requirements for each specific grant. The purpose is to establish the level of approval required to commit NHSP's funds.

Department Managers to whom the budget allocations have been made have the authority to commit all the funds that have been allocated to their department or jurisdictional units, with the exception of commitments restricted by policy, such as personnel and grants.

Department Managers may delegate signing authority to subordinates based on contractual requirements. This delegation must be in writing and should specify the type of expenditure that may be approved and the maximum amount that may be committed. Written delegations must be forwarded to the Financial Manager, along with a signature of the authorized employee. This delegation of authority does not lessen the responsibility of the principal delegate.

When NHSP's policy and procedures require specific levels of approval, authority will not be re-delegated without the written approval of the CEO.

1. 2 RECORDKEEPING

To provide an accurate record of all financial transactions, NHSP's fiscal books, records and accounts will be maintained primarily on a modified cash basis. Accrual entries will be entered into the books in order to produce financial statements that are in conformity with generally accepted accounting principles (GAAP). Grants will be maintained via the Fund Accounting method. All staff members are responsible for safeguarding NHSP assets under their control and for maintaining an audit trail of all financial transactions.

Further, NHSP specifically requires that:

A. No funds or accounts will be established or maintained for purposes that are not fully and accurately described on the books and records of NHSP.

B. All cash receipt and disbursement transactions will be fully disclosed and accurately described on the books and records of the NHSP and will break out grant specific accounts.

C. No false entries will be made on the books or records nor will any false or misleading financial statements or management reports be issued.

D. The Financial Manager will keep an up-to-date and detailed record of all receipts and expenditures. As part of this process all statements received from banks and other financial institutions will be reconciled on a monthly basis.

E. A copy of the check will be attached to an invoice when paid. The invoice will then be filed in the appropriate vendor file.

1. 3 CHECK REQUISITION

CONTROL OBJECTIVE

The Board of Directors has established the following procedure for requesting and authorizing payments by check. This policy is designed to control the check writing function and to safeguard NHSP' assets.

MAJOR CONTROLS

Recurring payments with a start date and end date must be completed prior to the issuance of a check. Each non recurring payment needs a check request. There is a form that exists to complete this process. To properly complete a check request the following information must be reported:

A. Date
Date of requisition.

B. From
Name of the person requesting the check, including the department.

C. Pay to
Name and completed address of payee.

D. Special Delivery Instructions
If the check is not directly routed to the payee then the appropriate routing instruction needs to be reported.

E. EIN
If applicable.

F. Amount
Amount of payment required expressed as $0,000.00.

G. Purpose
Reason for payment cross-referenced to supporting details or documents (attach).

H. Coding Section
The complete account code or codes to be debited.

I. Approved by
Requires authorized signing authority. Two authorized officials will sign all checks issued that exceed the limits authorized by the Board of Directors.

J. Bank Account
Include the bank where the check will be drawn (operating account, other).

K. Distribution

All originals of completed check requisitions are to be forwarded to the Finance Department for processing.

L. Responsibility

The Finance Department is responsible for verifying that the amount requested is supported by the attached documents that the signature is that of the appropriate authority.

1. 4 COMPANY CREDIT CARDS

CONTROL OBJECTIVE

To control the use of NHSP' credit cards.

MAJOR CONTROLS

Applies to all corporate check cards issued in the name of NHSP.

A. The Finance Committee will authorize the use of NHSP' credit card.

B. The Financial Manager will process all credit card application.

C. The CEO will approve all credit card application.

D. The CEO and the Financial Manager will monitor all credit card use.

E. A copy of all credit card agreements will be kept on file.

F. All credit card purchases must be adequately documented.

G. NHSP' credit cards are uot to be used for cash advances or to purchase personal goods or services.

H. In the event that a credit card is lost or stolen, the cardholder will immediately report the loss to the appropriate financial institution and to the Financial Manager.

I. To establish the remaining credit on the card, the Financial Manager must be immediately informed of each purchase.

1. 5 EQUAL EMPLOYMENT OPPORTUNITY -- WORKING CONDITIONS STATEMENT

NHSP and its Board of Directors are committed to the achievement of equal employment opportunity. The opportunities afforded through NHSP's various programs and services are available equally to all. All applicants and employees are evaluated on the basis of job qualifications without regard to race, color, citizenship, religion, national origin, age, sex, sexual orientation, disability, veteran, current or future military status. NHSP is firmly committed to affirmative action employment and advancement for minorities, women,

individuals with disabilities, and veterans.

1. 6 DAVIS BACON REQUIREMENTS

This pertains to all construction and other issues covered by the Davis-Bacon Act. All laborers and mechanics employed by grantees or sub-grantees to work on construction projects financed by federal assistance will be paid wages not less than those established for the locality of the project by the Secretary of Labor.

Neighborhood Housing Services of Phoenix, Inc will insert the appropriate contract provisions regarding the Davis-Bacon Act in all applicable invitations for bids or requests for proposals and resulting contracts.

Neighborhood Housing Services of Phoenix, Inc will require all contractors and subcontractors to whom the Davis-Bacon Act applies to certify all salaries and wages in compliance with the Act.

1. 7 ACCESS TO DONOR INFORMATION

CONTROL OBJECTIVE

To ensure that the information is updated and that the correct users have access to it.

MAJOR CONTROLS

The Director of Resource Development is responsible for updating and safeguarding NHSP' donor database. This includes determining what type of information needs to be kept, how it will be used and who will be allowed to access it.

A. Authorized Users

There are three user groups that may have access to the NHSP' donor database mailing addresses. These groups are:

1. The Fundraising Committee
2. The Administrative units of NHSP and,
3. Selected external organizations.

B. Conditions

The Director of Resource Development may provide access to the donor database information subject to the following conditions:

1. Purpose

   The user must inform the Director of Resource Development in writing why the information is being sought. Requests for information must be made not less than five days before the information is required. A sample of the proposed mailing may also be required before approval is granted. The final decision to release donor

database information rests with the Director of Resource Development.

2. Disclosure to Third Parties

The information received from the Director of Resource Development will not be disseminated by the approved user to other groups or individuals who are not directly associated with the approved project. In the case of mailing labels supplied to a third party as an agent of the user, that agent will also be required to abide by these conditions.

3. Data Corrections and Update

The user agrees to provide NHSP information to correct or update individual records. This would include such particulars as place of residence, occupation, job title, and employer's address.

4. Data Retention

The data provided to the user will remain the property of NHSP and is refunable upon request. Furthermore, individuals, groups, of organizations that have been provided information will not establish an independent database with this information.

C. Penalties

An approved user, or representative of an approved user, who violates any of these three conditions may be denied subsequent access to information. In the case of a flagrant violation such as the sale of mailing lists to outside parties, NHSP will have recourse to legal action.

D. Data Access Restrictions

Data released to users will be restricted as defined below:

1. Confidentiality of Giving Records

All individual Giving Records maintained by NHSP are classified as confidential and will not be released without the approval of the donor, or as required by law, or as may be released on a confidential basis to fundraising officers or campaign leaders in the course of their duties. Publication of bequests and other donations that are a matter of public record are excluded from this restriction. NHSP may also release donor-gift statistics in a non-normative format.

2. Restrictions on Supplementary Data

Specific information maintained in the database at the request of a particular donor will not be released to other users without the written permission of the donor providing that specific information.

3. Ordering

Listings, labels or other data must be requested from the Director of Resource Development on a Donor Database Request Form. A negotiated change will apply to requests that involve large listings and/or the production of labels.

1.8 SECURITY OF FINANCIAL DATA

NHSP's automated accounting system will have sufficient built-in general controls and application controls to preclude unauthorized access to data.

Access to all computer-based financial data will be granted on a need-to-know basis and will be restricted by a series of passwords and limited terminal access. These passwords will be revised periodically.

The system's accounting data will be backed up daily and stored in a safe location.

1. 9 SAFEGUARD OF CRITICAL INFORMATION AND RECORDS

NHSP stores critical information and records it on its network file server. This information must be safeguarded against fire, flood, or any other harmful act and adequately backed-up on a timely basis. This applies to all computer data files stored on NHSP's network file server.

1. Information on NHSP's file server will be backed-up on a nightly basis.

2. In addition physical tapes will be labeled by day and year end and rotated on a three tape basis.

3. All records and critical information are retained off-site by year.

4. Off site back-up will be completed and retained for NHSP's fiscal year-end.

1. 10 RECORD RETENTION AND DISPOSAL

The following records grouped under general and financial, sales and accounts payable, payrolls, and cash collections must be retained according to the following: (a one page schedule follows in the appendix).

1. Permanently:
   - corporate records
   - minutes, etc.,
   - titles,
   - mortgages, etc.,
   - general ledger & trial balance,
   - year end,

- journals,
- individual earnings records
- Form W-4, and
- cash books – receipts and disbursements.

2. For seven years after the close of the year:
   - contracts and agreements expired
   - records of securities owned,
   - canceled, insurance records – schedules, claims, permanent records, accounts receivable ledgers and subsidiaries
   - payroll journals and summaries,
   - receipted paychecks
   - time tickets, etc.,
   - records pertaining to payroll deductions, bank deposits, canceled checks and paid drafts,
   - canceled payroll checks, and bank statements (after audit).

3. For three years:
   - insurance records – fidelity bonds, schedules, claims, permanent records,
   - insurance records – record of policies in force, accounts receivable trial balances, files, assignments, attachments, and garnish,
   - Form W-2,
   - daily or periodic cash reports, and
   - petty cash vourchers.

4. Optional – fire, liability, auto, etc. policies expires.

All financial records will be maintained in chronological order and organized by fiscal year.

1. 11 DRUG-FREE POLICY STATEMENT

Congress enacted a law called "The Drug Free Workplace Act" March 1, 1989. This Act requires employers with Federal contracts and grants, such as NHSP, to institute a drug-free workplace program.

We have absolutely no tolerance for illegal drugs, misuse of legal drugs, or unauthorized alcohol at NHSP. The selling, buying, manufacturing, distributing, possessing or using any mind-altering or non-prescribed controlled substance on company premises or NHSP property – or while conducting company business – is prohibited and is cause for immediate termination of employment. In addition, legal substances found on company premises may be turned over to outside legal authorities for further investigation. Employees are prohibited from reporting to work while impaired by alcohol or drugs. Any employee who is unfit to work because of alcohol or drug use may be sent home. In addition, he/she is subject to corrective action, which may include termination of employment.

Any employee who is convicted of a drug statue violation in the workplace must notify the CEO no latter than five days after the occurrence of the conviction. Failure to abide by this policy and/or failure to report a conviction will result in a disciplinary action up to and

including dismissal.

Employees may be required to sign an acknowledgement of this policy as a condition of employment and/or receive a briefing on this policy.

An offer of employment may be conditioned upon a test for the presence of drugs, and the result of that test.

Information on the dangers of drug abuse in the workplace periodically will be distributed to the staff. The CEO is aware of public and private agencies that provide support or programs in treating drug-related problems and should be contacted if information or assistance is needed. Disclosure of such information will be strictly controlled to limit undue injury to the employee.

Since the Drug-Free Workplace Act requires companies to document the notification and receipt of its policy by each staff member. All NHSP staff members are required to sign a statement and return it to the Financial Manager for inclusion in their personnel file. This ensures that NHSP fully documents compliance with the notification process.

NHSP strongly supports the intent and purpose of the Drug-Free Workplace Act and encourages all staff members to fully comply with the provisions of the program.

1. 12 OTHER INTERNAL CONTROL POLICIES

NHSP will establish the following additional internal control policies:

A. An external auditor will audit the fiscal books of NHSP annually.

B. NHSP will prepare, have approved by its Board of Directors, and keep up-to-date an annual operating budget of revenues and expenses.

C. NHSP will implement Fund Accounting principles in order to track grant activity, making sure that specific accounting rules for each grant are followed.

D. NHSP will maintain at a minimum the following insurance and bonding coverage:

1. Comprehensive liability
2. Fire and water damage
3. Directors' and officers' liability
4. Blanket fidelity bond
5. Workers' compensation

These insurance coverages will be increased where grant provisions require an increased level of coverage.

E. Recorded cash receipts will be compared monthly to accounting records and bank deposit slips.

F. General ledger control accounts will be reconciled with loans receivable subsidiary ledger monthly.

G. Two signatures will be required on all checks exceeding the amount(s) established annually by the Board of Directors.

H. Marketable securities will be kept in a bank deposit box or held by an NHSP custodian.

I. All disbursements will be made by check or wire transfer. Disbursements require supporting documentation with an appropriate authorized signature of approval and evidence of receipt of goods or services.

J. Receipt of mail will be delegated to an employee with responsibilities independent of access to files or documents pertaining to loans receivable or general ledger cash accounts. The front-desk receptionist will be the receiver of all incoming mail.

Mail routing and distribution are as follows:

1. The Receptionist will open and review all mail, except bank statements, to decide proper routing.

2. All cash receipts will be forwarded to the accounting department which will scan the checks and put them into a folder. Cash will be deposited into the Bank Account by the Financial Manager. The Staff Accountant and Loan Servicers will retrieve the daily deposit information and independently post the transactions.

3. Grant and contract information will be forwarded to the CEO for review.

4. The Receptionist will forward all invoices and bills, to the accounting department. Bank statements and canceled checks will be forwarded to the CEO.

5. The Receptionist will distribute or file other materials as required.

SEGREGATION OF DUTIES CHART

RECEPTIONIST

*Receives all mail.
*Opens Mail.
*Maintains cash receipt log.

FINANCIAL ASSISTANT

* Mails checks.
* Makes deposits.
* Records pledges.
* Completes deposit slips.
* Prepares invoices.

STAFF ACCOUNTANT

* Posts to general ledger.
* Performs inter-fund transfers.
* Disburses petty cash
* Generates checks.
* Posts accounts receivable.
* Distributes payroll

FINANCIAL MANAGER

* Reconciles bank statements
* Selects invoices to be paid.
* Reviews payroll.

CEO

* Authorizes purchase orders.
* Signs checks.
* Approves invoices.
* Approves payroll.
* Signs consultant contracts.
* Authorizes check requests.
*Approves time sheets.

BOARD OFFICER

* Signs checks.
* Approves consultant contracts.
* Is custodian of marketable securities.

2. *GENERAL ACCOUNTING*

POLICY

It is the policy of NHSP to maintain an appropriate bookkeeping system supported by a competent and skilled accounting staff. Such system will provide accurate and timely financial information in order for management and the Board of Directors to make informed business decisions. This section outlines the basic elements of NHSP's accounting system.

BASIC POLICIES

2. 1 FUND ACCOUNTING SYSTEM AND SUPPORT

CONTROL OBJECTIVE

To establish an accounting system with adequate support which ensures that financial data and economic transactions can be properly recorded into the system and that financial information necessary for management decision can be generated accurately and in a timely fashion.

MAJOR CONTROLS

A. Automated Accounting System with General Ledger and Journals
NHSP's accounting system will be designed to handle the complexities of nonprofit accounting. This system will be an automated double-entry accounting application with complete cash receiving, disbursement and reporting capabilities. The system will allow NHSP to define funds, object codes, programs, departments or any other unit that NHSP may determine appropriate. At a minimum, it will include the following features:

- General ledger;
- Budget module;
- Accounts receivable subsidiaries;
- Accounts payable module;
- Report writer generator.

B. Accounting Support Function
A written job description will guide all staff members assigned to support NHSP's accounting function in their fiscal responsibilities. Staffing and appropriate accounting skills and expertise to support the accounting function will be consistent with the accounting needs of NHSP. All accounting staff members will be highly computer literate, with expertise in all areas of nonprofit accounting. Annually, management will assess its current level of accounting support and make adjustments in areas identified as weaknesses.

Additionally, management will prepare a development plan annually for each accounting

staff member that encourages him or her to participate in job-related training each year.

C. Accounting Method

NHSP will maintain its fiscal books utilizing the ***"MODIFIED CASH METHOD"*** of accounting during the fiscal year. Under this method, NHSP's books are maintained primarily on a cash basis and accrual and/or adjusting entries are made at year end as necessary to produce financial statements that conform to Generally Accepted Accounting Practices (GAAP).

D. Capitalization of Development Costs

All pre-development and development costs will be capitalized continually during the year under the appropriate capital project. These include all direct costs clearly associated with the acquisition, development and construction of a particular real estate project and indirect costs that relate to one or more projects under development or construction. At the end of the month the Staff Accountant will run a report on the gain or loss of sold properties.

2. 2 SYSTEM DESIGN

CONTROL OBJECTIVE

To comply with restrictions which donors or other parties' place on resources for specific purposes or use, the principles of fund accounting will be followed.

MAJOR CONTROLS

A. Self-Balancing Set of Chart of Accounts

The new SFAS No. 117 requires nonprofit entities to classify and report their resources as unrestricted, temporarily restricted, or permanently restricted net assets for external reporting purposes. However, internally, NHSP will segregate and report its resources by funds. Each fund will be treated as a fiscal or accounting entity with a self-balancing set of accounts recording cash and other financial resources. Related liabilities and residual equities and/or balances (net assets) and changes therein will be segregated for carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations imposed by specific grant requirements. The number and terminology of specific NHSP funds may vary from time to time.

B. Establishment of Inter-fund (Due To/Due From) Accounts

To account for Inter-fund transactions, receivable (due from) and payable (due to) accounts will be set up in the general ledger of each respective fund. When recording transactions, care will be taken to ensure that both sides of inter-fund transactions are recorded.

2.3 GENERAL LEDGER

CONTROL OBJECTIVE

To ensure the accuracy of general ledger entries, financial records and reports.

MAJOR CONTROLS

Accounting Policies & Procedures Manual.

A. Timeliness of Entries
All entries will be made soon after the underlying accounting event to ensure that the financial records and reporting are current.

B. Authorization of Transactions and Entries
The Financial Manager, or his/her designated individual, will authorize each transaction prepared by the Financial Assistant or Staff Accountant.

C. Adequate Support Documentation
Adequate documentation that clearly justifies and authorizes the transaction will support all entries.

D. Complete Audit Trails
A complete audit trail will be maintained by using reference codes from source documentation to the books of original entry, to the general ledger and, finally, to periodic reporting.

E. Internal Reviews
On a sample basis, invoices will be reviewed for their supporting documentation and approvals.

F. Trial Balance
A trial balance will be prepared monthly to ensure the accuracy of general ledger account balances.

G. Reconciliation of General Ledger Control Accounts with Subsidiary Ledgers (Loan Subsidiary, Property Management Subsidiary, etc.)
Subsidiary Ledgers will be reconciled monthly to the general ledger accounts.

Procedures

1. Each entry in the accounting system will be reviewed and approved by the Financial Manager or someone independent of the initiation of the entry.

2. Non-recurring entries -- such as for correcting entries, recording accruals and recording non-cash transactions -- will be prepared as circumstances warrant and on a monthly basis.

3. All entries in the books of original entry (such as general journals, payroll registers, cash receipts' journals and cash disbursements' journals) will be made soon after the accounting event using authorized forms prepared by the accounting department.

4. On an automated basis, totals in the books of original entry will be posted to the general ledger each month.

5. Journal vouchers that have supporting documentation attached will support all

general journal entries and be approved by the Financial Manager.

6. Within 10 days after the end of each month, the Financial Manager will generate a trial balance of all general ledger accounts.

7. Monthly reconciliation between the general ledger control accounts and the subsidiary ledgers will be completed by the Financial Manager or his or her designate.

8. Within 30 days after the close of the fiscal year, all temporary income and expense accounts will be closed and the Financial Manager will prepare the fiscal year's financial report. After closing for the year, all income and expense accounts will be zero, and the general ledger will be ready to begin accepting transactions for the next fiscal year.

2.4 NHSP OPERATING RESERVE FUND

CONTROL OBJECTIVE

To provide a standard policy and adequate internal controls for the approval of withdrawals from and for reimbursements to NHSP Operating Reserve Fund.

MAJOR CONTROLS

A. Authorization of Withdrawals from the Operating Reserve Fund

Withdrawals from the Operating Reserve Fund shall require Board approval.

Procedures

1. Withdrawals for NHSP Operating Reserve Fund (ORF) shall be requested by the CEO or Financial Manager. All requests for withdrawals will require signed approval by the Board of Directors or Executive Committee. Approval will be evidenced in the meeting minutes.

2. Requests for withdrawals shall state the need for the withdrawal and shall include cash needs analysis and a projected date for reimbursement to the Operating Reserve Fund.

3. The CEO and/or the Financial Services Manager shall report any failures to reimburse the Operating Reserve Fund by the projected date to the Executive Committee at its next regularly scheduled meeting. The report shall include a revised cash analysis and reimbursement date.

4. Any withdrawals or reimbursements to the Operating Reserve Fund shall be reported to the Board of Directors at its next meeting.

2.5 Description of Unrestricted and Restricted Funds

CONTROL OBJECTIVE

To provide an understanding of the types of investment and charitable contribution requirements.

MAJOR CONTROLS

A. Unrestricted Funds (not restricted by contributors or grantors)

1. General Operating Fund - revenue to fund general operating activities (i.e. personnel, office supplies, rent, etc.).

2. Operating Reserve Fund - funds Invested in a savings account for a "rainy day".

B. Temporarily Restricted Funds (restricted by contributors, grantors, lenders)

1. Loan Funds
Loan fund to make 1st and 2nd mortgage loans to our clients for down payment and closing cost assistance; NHSP partners with other financial institutions to provide the source of funds for our loan program.

2. Agency Funds
NHSP acting as a fiscal agent for other activities whose mission aligns with NHSP.

3. Homeowner Development Funds (HOD)
Grant funding and other self sustaining program income generated to fund the development of single family homes in neighborhoods targeted for revitalization; this includes new construction on in-fill lots as well as the acquisition, rehabilitation and resale of single family homes.

C. Permanently Restricted Funds

1. Neighborhood Works
Grant funding to sustain a revolving loan fund to make 1st and 2nd mortgage loans to our clients and to finance homeowner development projects

3. EXPENDITURE AUTHORIZATION POLICY

POLICY

To provide budgetary safeguards and controls over operating budget, capitol project expenditures, and specific grant requirements. Sound control over these expenditures will make all such transactions transparent and within suggested accounting limits.

BASIC POLICIES

3.1 OPERATING BUDGET

CONTROL OBJECTIVE

To provide budgetary safeguards and controls over operating budget expenditures.

MAJOR CONTROLS

A. Expenditure Authorization up to 5%
The CEO is empowered to authorize any expenditure within 5% of the Board approved budget. The Board may set higher limits for those line items where a change of more than 5% is immaterial.

B. Expenditure Authorization above 5%
The Board of Directors, or the Executive Committee, will approve expenditures greater than 5% of the approved budget.

C. Budget Review
The budget will be presented to the Board during the regularly scheduled Board Meetings, at which point material variances are reported.

3.2 CAPITOL AND GRANT PROJECT EXPENDITURES

CONTROL OBJECTIVE

To provide budgetary safeguards and controls over capitol project expenditures.

MAJOR CONTROLS

A. Authorization of Expenditures
The CEO is empowered to authorize any project expenditures within the scope and budget of Board approved programs and projects.

B. Compliance
All project expenditures authorized must comply with the procurement regulations and requirements of appropriate funding sources.

4. CASH MANAGEMENT

POLICY

Cash is required to pay for all assets and services purchased by the NHSP and to meet future obligations as they fall due. It is the policy of NHSP to maintain a system that anticipates cash needs and to plan adequately in order to satisfy cash requirements. In this section, procedures are described for cash receipts, cash disbursement, petty cash funds, prepaid items

and investments.

BASIC POLICIES

4. 1 CASH RECEIPTS

CONTROL OBJECTIVE

To protect cash receipts from misappropriation and to limit access to cash receipts to authorized personnel. Additionally, cash receipts will always be recorded in the appropriate period.

MAJOR CONTROLS

A. Journal Form System
All cash receipts received will be logged into a cash receipt journal log that records and documents all cash receipts. The Financial Manager and Receptionist will maintain copies of all checks received in a notebook, with an imaged check and physical on file in the accounting office.

B. Cash Receipt Deposit
All checks, cash and money orders will be deposited within 24 hours, or as soon as practicable.

C. Acceptance of Cash
NHSP can accept cash payments on site. All cash receipt transactions including client loan payments and online payments will be conducted by check, money order or cash.

Procedures

1. Mail will be opened and time stamped and a daily log will be kept by the Receptionist, Checks are given to the Financial Assistant who scans all checks triggering an automatic deposit.

2. The Financial Assistant will record all checks received in the daily cash receipts log form and make copies of each check for the accounting department's files.

3. The Financial Assistant will prepare the deposit slip for cash and the Financial Manager will make the bank deposit.

4. After the Finance Manager makes the bank deposit, the deposit slip will be returned to the Staff Accountant for filing.

5. The Staff Accountant will prepare a daily report of cash receipts for the Financial Manager.

6. The Staff Accountant will make daily journal entries into the general ledger system using the report prepared by the Financial Assistant for the previous day's cash receipts.

7. The Receptionist's daily log journal of cash and checks, the accounting office's log journal of cash received, and the general ledger system reports are compared monthly by the Financial Manager to ensure that all receipts have been recorded and entered into the accounting system.

8. On a monthly basis, the Financial Manager will reconcile all general ledger cash accounts, deposit slips and bank statements no later than 10 days after receiving statements from the bank.

9. Bank reconciliation will be reviewed and approved by the CEO monthly.

4. 2 CASH DISBURSEMENTS

CONTROL OBJECTIVE

To disburse cash for authorized purposes only and to record cash disbursements completely and accurately in accordance with standard procedures.

MAJOR CONTROLS

A. Cash Disbursement Policies

All disbursements will be made by pre-numbered checks and will require supporting documentation (cash disbursement forms, invoices, etc.) which shows an appropriate approval procedure and evidence of receipt of goods or service. The Department Managers' signature is required on all requests for disbursement documentation prior to submission to the accounting office.

B. Internal Accounting Controls

- Pre-numbered checks.
- Use of special check protective paper or check imprints.
- Adequate control over the custody and use of signature plates, if any.
- Maximum dollar limits set for check payments and signature authorization policy followed.
- Disbursement records matched against accounts payable and open invoice files.
- Bank statements reconciled to cash accounts and any outstanding checks evaluated by the Financial Manager.
- Supporting documentation canceled to prevent resubmission for payment.
- Detailed comparison of actual versus budgeted disbursements.
- Separation of duties per job description.

Procedures

1. When a disbursement transaction is required, the requestor will forward support documentation and a check request form to the Staff Accountant.

2. The check request form and supporting documentation will be reviewed by the Staff Accountant and forwarded to the Financial Manager for approval.

3. The Financial Manager will review the operating cash account to ensure that funds are available before any checks are generated.

4. The Staff Accountant will generate a pre-numbered check directly from the automated accounting system after reviewing the supporting documentation.

5. The generated checks will be reviewed by the Financial Manager, who will obtain the required signatures.

6. The appropriate authorized signers will sign all checks as outlined in NHSP's signatory policy.

7. After obtaining appropriate signatures, the Financial Assistant will mail checks directly to payees, file check requisitions, and keep a copy of every check.

8. On a periodic basis, cash disbursement records will be matched against open invoice files for any discrepancies.

4. 3 PETTY CASH FUNDS

CONTROL OBJECTIVE

To ensure the use of petty cash funds for valid transactions.

MAJOR CONTROLS

A. Purpose of Petty Cash

Petty cash is available to make change for client and staff members and to make infrequent miscellaneous office supply purchases. The Staff Accountant and the Financial Manager are the only authorized employees to issue petty cash. There should never be more than $450.00 available in petty cash. Petty cash is not meant for any employee reimbursement other than parking fees. All employee reimbursements such as reimbursements for meals, workshops and meetings, or mileage expenses should be submitted via an employee expense report. These reimbursable expenses will be processed on a timely basis by the Financial Assistant along with the Neighborhood Housing Services' other regular accounts payable invoices.

B. Internal Accounting Controls

- Segregate custodial and record keeping duties.
- Reconcile petty cash funds by employees with responsibilities independent of cash receipts, disbursements or custody as practical.
- Periodic auditing of petty cash by the Financial Manager.

<u>Procedures</u>

1. All petty cash disbursements will be handled at minimum monthly. The Staff Accountant, who will serve as fund custodian, will maintain a log of all disbursements made from the petty cash fund.

2. Petty cash receipts should be issued for petty cash disbursements for miscellaneous office supplies and other cash needs.

3. The employee receiving the cash should always sign the receipt. These receipts should be kept in the petty cash box until the need arises for petty cash to be replenished.

4. When the fund reaches a level of $25 or less and needs to be replenished, a check request will be prepared by the fund Staff Accountant, who will attach the log of disbursements and supporting petty cash vouchers.

5. The Staff Accountant shall reconcile the petty cash receipts with any petty cash remaining in the petty cash box. The Staff Accountant will complete a "Petty Cash Reconciliation Form" and a "Check Request Form".

6. The Financial Manager must review and approve the "Petty Cash Reconciliation", supporting receipts and the check request form before the check request is submitted to the authorizing check signer.

7. Any differences between the check request to bring the fund up to the impress amount and total disbursements made will be reviewed by the Financial Manager and a justification prepared.

8. Monies disbursed will be entered into the general ledger when the fund is replenished.

4. 4 CASH RECEIPS

CONTROL OBJECTIVE

The objective is to ensure the procedures for cash receipting.

MAJOR CONTROLS

A. Receiving Cash Receipts

Procedures

1. The Receptionist receives all checks and cash. The Receptionist date stamps and endorses all checks with the generic Neighborhood Housing Services endorsement stamp and issues receipts (in numerical sequence) for any cash or checks received from clients who pay in person

2. The Financial Assistant also records all cash receipts in the "Daily Cash Receipts Journal".

3. The "Daily Cash Receipts Journal" is completed even if no cash has been received for the business day. The Financial Assistant indicates on the

Journal that no cash was received for the business day.

4. The Financial Manager verifies and makes cash deposits then forwards all copies to the Staff Accountant.

5. The Staff Accountant confirms that the total amounts shown on the "Daily Cash Receipts Journal" equal the total amount of all monies to be entered into the general ledger.

6. The Financial Assistant is responsible for writing the loan number on the cash receipt or indication on the cash receipt whether the payment received is an impound or advance fee.

7. The Loan Servicing Assistant provides the Financial Assistant with a current NHSP "Cash Receipts Loan Payment Lists" that reflects the most current client loan account information. This current loan payment list allows the Financial Assistant to accurately record the loan number on each receipt issued for loan payments. It is important for the Financial Assistant to identify the correct loan accounts because some customers may have more than one account.

B. Depositing Cash Receipts

Procedures

1. The Financial Assistant prepares all deposits.

2. The Financial Assistant completes the "Daily Cash Receipts Journal general ledge account code section.

3. The Financial Assistant is responsible for determining which bank accounts will receive specific deposits.

4. The Financial Assistant scans the check which triggers an automatic bank deposit.

5. The Financial Assistant provides the Loan Servicing Assistant with copies of checks that need to be posted to Loan Base, the subsidiary customer accounts ledger system.

6. All deposits are made on a daily basis. Any cash received after 3:30 PM is processed and deposited the next business day.

7. The Financial Assistant is responsible for securing any deposits received before 5 PM during the regular workweek.

C. Recording Cash Receipts

Procedures

1. After the deposit is made, the Staff Accountant enters, reviews, and posts the Daily Cash Receipts to the general ledger.

2. The Loan Servicer and Loan Servicing Assistant are responsible for posting

all cash receipts that should be posted to the Loan Base system.

D. Reconciling Cash Receipts

Procedures

1. At the end of each month, the Financial Manager prepares all bank reconciliations to ensure that all cash receipts have been recorded for the month.

2. The Staff Accountant ensures that all pertinent general ledger asset or liability accounts agree with the customer related Loan Base subsidiary ledgers.

4. 5 ESCROW ACCOUNTS

CONTROL OBJECTIVE

To avoid exposing NHSP to financial risk concerning the accountability of funds held in escrow for third parties.

MAJOR CONTROLS

A. Detailed Record Keeping over Escrow Accounts
Detailed accounting records will be maintained for all escrow accounts.

B. Escrow Fund Maintained in Separate Bank Accounts
To avoid the appearance of co-mingling escrow funds with NHSP's own cash assets, separate bank accounts will be maintained for escrow funds.

C. Periodic Reporting of Fund Held in Escrow
A periodic accounting of funds held in escrow will be made to all loan clients.

D. Reconciliation between the General Ledger and the Bank Statements
A reconciliation will be completed monthly between the general ledger and escrow bank statements.

Procedures

1. Monies held for third parties will be recorded as a liability in an escrow subsidiary ledger and a general ledger control account.

2. Upon receipt, escrow funds will be deposited in a separate checking account, with the receipt recorded to the corresponding escrow payable account. Interest earned, if any, in interest-bearing accounts will also be credited to the payable account.

3. Checks in payment of client obligations will be made from the escrow bank account, with a corresponding recording to the escrow liability account. All such transactions will be initiated by the Loan Servicer and recorded by the accounting department and approved by the CEO or designee.

4. The general ledger control account will be reconciled with the escrow subsidiary

ledger on a monthly basis.

4. 6 PREPAID ITEMS

CONTROL OBJECTIVE

To ensure proper accounting for pre-paid expenses.

MAJOR CONTROLS

A. Internal Accounting Controls

- A schedule will be prepared and updated to reflect the incurring of expenses for pre-paid items.
- Detailed pre-paid expenses will be reconciled with the pre-paid asset account(s).

Procedures

1. All invoices will be reviewed by accounting staff to identify all required prepayments.

2. For large recurring payments, a "tickler" system will be established to monitor when upcoming payments are due.

3. For payment of prepaid items, an entry will be made to reflect the appropriate portion of the payment representing an asset.

4. 7 INVESTMENTS

CONTROL OBJECTIVE

To maximize return on investments and to control all investments according to the NHSP's investment policies.

MAJOR CONTROLS

A. Investment Policies

Investment activities are transacted according to investment policies adopted by the Board of Directors and recorded in its minutes. Investment activities are limited to approved transactions. The Treasurer will have access to all investment certificates.

B. Internal Accounting Controls

- The Treasurer and/or Board of Directors will approve all investment transactions.
- Investment account balances will be reconciled monthly with the general ledger control account(s).
- Investments will be held by authorized agent(s)
- Investment account balances will be reconciled with bank/broker statements.
- All investment certificates will be maintained in a secure storage area and inventoried periodically by the Treasurer or a Board-approved representative.
- Investment accounts balances will be reconciled monthly with the general ledger control accounts.

Procedures

Investment Activity

1. The Board of Directors will authorize all proposed investment transactions.

2. A check requisition or bank transfer will be prepared for investment purchases and accompanied by the proper authorization.

3. Investment account balances will be reconciled with general ledger control account(s) quarterly. Likewise, all investment account supporting detail will be reconciled with bank and/or broker statements.

Physical Custody of Investment Certificates

1. The location of each investment certificate will be noted on an investment control log.

2. All certificates kept on the premises will be safeguarded in a secure location in a fire proof safe to prevent loss and or unauthorized conversion. All certificates secured at NHSP's location will be inventoried periodically by two authorized officials.

5. THE REVENUE CYCLE

POLICY

The revenue, income, receivable functions (promises to give) and their associated operations consist of those business processes concerned with the recording and control of monies due to and received by the NHSP, as well as the collection of pledged funds due to the NHSP from various sources such as foundations and private donors. The Board of Directors delegates authority to the Treasurer and Finance Manager to manage the proper classification and accounting of revenue, income, and receivables.

Although there is a technical difference between the term's income and revenue, they are often used interchangeably as general terms of reference in many of the policies and procedures to show the inflow of funds to the NHSP.

The Finance Committee, CEO, and Financial Manager have been delegated responsibility and authority for the following:

- Developing and issuing necessary guidelines for the handling of revenue, income, and receivables for NHSP.
- Providing general business support of these operations.
- Developing and maintaining business support systems as may be required.

BASIC POLICIES

5. 1 REVENUE RECOGNITION AND CONTRIBUTIONS

CONTROL OBJECTIVE

To ensure that all public support and revenue will be accurately recorded on a timely basis and that all contributions and grants received will be properly accounted for.

MAJOR CONTROLS

A. Revenue Recognition in period in which grants and contributions are received
Unconditional promises to pay will be recognized in the period received at fair market value.

B. Contribution and Grant Income
Contribution and grant income received for specific purposes as separate grants will be accounted for in the appropriate funds.

C. Disposition of Program Income
Disposition of program income will be handled according to methods provided for in grant agreements.

D. Financial Reporting to Donors
Financial reports will be sent to donors summarizing the receipt, use, management and disposition of all grants and contributions upon request or donor requirement.

E. Internal Accounting Controls
Written acknowledgment will be given to donors of grants upon receipt of funds.
The sources and application of funds provided for federally funded activities will be separately identified.

Procedures

Revenue Recognition--General

1. All contributions will be reported as revenue, in the class of net assets (unrestricted, temporarily restricted or permanently restricted) appropriate to any donor restrictions on the gift, at the time of the contribution. The presence or absence of explicit or implicit donor-imposed time or purpose restrictions on the use of the gift may affect the timing of revenue recognition – as well as the class in which the contributions are reported.

2. The value of donated services of volunteers will be reported as revenue if either of two criteria are met: (a) The services create or enhance non financial assets; or (b) the services require special skills which will be provided by persons possessing those skills and the services would otherwise have been purchased by NHSP if volunteers were not available.

Promises to Give

1. In order to recognize unconditional promises to give as income, the signature of a written pledge, tape recording or other means will acknowledge the contribution. This will permit subsequent verification and will be legally enforceable.

2. Conditional promises to give will be recognized as contributions at the time the condition is met.

3. Upon acceptance, a contribution acknowledgment will be prepared for the CEO's

signature and sent to the donor.

Contributions of Checks and Cash

1. All contributions received in the mail will be recorded on the day they are received.

2. The Resource Development Manager will prepare for the CEO's signature, letters acknowledging all contributions. A letter will be mailed to each donor.

Contributions of Real Estate and Personal Property

1. Real estate in the form of a building or undeveloped land may be accepted provided that an environmental and toxic waste review has been conducted and that the property can be sold or used in the mission of NHSP. NHSP will obtain a certified appraisal of the property performed within 60 days of the contribution.

2. Personal property may also be accepted when it can be readily used in connection with the mission of NHSP. However, a certified professional appraiser will appraise a contribution of personal property in excess of $5,000. A copy of the appraisal must accompany the gift.

3. Upon acceptance, a contribution acknowledgment will be prepared for the CEO's signature and sent to the donor.

4. For personal property received and sold within two years of its receipt, the NHSP will complete IRS Form 8282, "Donee Information Return to Report the Sale, Exchange or Other Disposition of Charitable Deduction Property," and submit it to the IRS.

5. 2 OTHER REVENUES

CONTROL OBJECTIVE

To ensure that other revenues will be accurately and completely recorded on a current basis.

MAJOR CONTROLS

A. Preparation and Analysis of Other Revenue Schedule
For rental transactions and deferred revenue, a schedule will be prepared to reflect when income is earned versus when cash or other assets are received.

B. Review of Other Revenue Schedule
The other revenue schedule will be reviewed and updated on a periodic basis and the books of account adjusted to reflect any changes in revenue.

Procedures

Rental Income

1. On a monthly basis, an entry to accounts receivable and to the other income account will be recorded for rental income earned based upon a schedule of rents.

Interest Income and Commissions

1. Bank statements will be reviewed monthly to detect income earned on interest-bearing accounts. An entry will be made to the respective general ledger cash accounts and to the interest income accounts of respective funds.

Reimbursement of Property Disposition Fees

1. NHSP may charge a disposition fee of up to 5% of the contracted sales price for managing and processing the disposal of an NHSP-owned property.

2. NHSP may also be reimbursed for the value of any outside professional services necessary for the disposal of the property and/or any out-of-pocket expenses incurred.

5. 3 LOANS

CONTROL OBJECTIVE

To ensure the accuracy, completeness and timeliness of loan receivable balances and proper accounting and remittance of funds.

MAJOR CONTROLS

A. Separation of Duties
The responsibility for setting up client loan accounts and posting to loan ledgers will be kept separate from those with responsibilities for cash functions; similarly, the Loan Committee, with assistance from non-accounting staff, handles all matters incident to the closing of all loans.

B. Use of Control Accounts
Use of general ledger control accounts and subsidiary ledgers will be employed to pinpoint errors.

Procedures

1. Once a loan has been approved by the Loan Committee and has closed, the Loan Servicer will file a copy of the relevant documents. Additionally, the Loan Servicer will be responsible for promptly entering the loan transaction in the loan-receivable subsidiary ledger.

2. The Loan Servicer will also prepare an amortization schedule based on the terms of the loan. A copy should be provided to the borrower and another copy should be filed for reference purposes.

3. The Staff Accountant will reconcile monthly the loan subsidiary ledger with cash receipt transactions, as well as the geueral ledger control account.

5. 4 BORROWING

CONTROL OBJECTIVE

This section details the necessary authorizations, limits, and requirements to borrow operational and capital funds for NHSP. This policy is divided into two sections: operational

short-term borrowing and long-term borrowing.

MAJOR CONTROLS

A. Short Term Borrowing

Purpose: Normally these funds will be required as part of the daily cash management activities of NHSP and will be used to bridge the gap between timing of expenditures and the timing of the receipt of budgeted income.

Terms: It is expected that the term of these commitments will be less than one year. Typically they are 30-90 day transactions. Usually overdrafts, promissory notes, or banker acceptances are used.

Authorization: The CEO, Financial Manager or the Board elected Treasurer is empowered to authorize transactions under this section. The person responsible for cash management normally carries out such transactions.

Limits: The annual cash flow projections presented as part of the annual budget, modified during the year by any subsequent short term financing of approved capital projects and by timing differences, will define the limits in any given year. The CEO, the Financial Manager, and the Board elected Treasurer will review updates of NHSP's cash position as required.

B. Long Term Borrowing and Federal Restrictions

Purpose: To finance capital projects and capital equipment.

Terms: Terms of the transactions will be for longer than one year. Each project proposal will contain a recommendation on the interest rate and term to maturity of the financing. The instruments chosen may include leases, mortgages, SWAP agreements, Forward Rate agreements and debentures.

Authorization:

(a) Capital Projects and Capital Equipment for real estate development:
The CEO and Real Estate Committee are authorized to approve such items that have been identified within the budgeting process and which have received Board of Director approval. The Board of Directors will be informed of this action at their next regularly scheduled meeting.

(b) Capital Projects and Capital Equipment in excess of five hundred thousand and for other areas require Board approval.

(c) Capital Projects and Capital Equipment in excess of five hundred

For capital projects and capital equipment in excess of five hundred thousand dollars the Board of Directors' approval is required in advance of the commitment. The Finance Committee will inform the Board of Directors on the need for the project or the piece of equipment.

For capital projects and capital equipment in excess of five hundred dollars and outside of the approved budget, the Finance Committee must approve the expenditure in advance of the commitment.

Limits: The limit of any transaction will be specific to the individual proposal. Each proposal will include a repayment schedule and the revenue source.

5. 5 DELINQUENT ACCOUNTS AND COLLECTIONS

CONTROL OBJECTIVE

To provide to management timely information on loan delinquencies, which may lead to initiating action to reduce loss.

MAJOR CONTROLS

A. Loan Policies
Established loan policies will be adopted to deal with risk and delinquencies.

B. Internal Accounting Controls
Duties related to loan management will be kept separate from other accounting functions.

Procedures

1. Lending Manager's report to the CEO, once reconciled with the accounting records by the Staff Accountant, will be used to prepare a delinquency report for the Loan Committee.

2. Loan receivable balances will also be aged periodically to identify overdue loans and accounts requiring credit adjustment decisions.

3. Based upon the delinquency amounts due and aging, the Lending Committee will act accordingly to bring payments up-to-date.

6. THE PAYROLL CYCLE

POLICY

Payroll disbursements represent the single largest expense category at NHSP. Management remains vigilant about payroll issues.

NHSP will maintain records of actual time worked for all staff members. Each staff member will be required to submit a time sheet bi-monthly that details hours of work. These records, which are kept for three years, are used to decide compensation, sick leave, floating holidays and vacation allowances. The Department Managers review and approves all time sheets as well as overtime for hourly employees. Overtime must be approved by the CEO prior to being worked.

BASIC POLICIES

6. 1 PERSONNEL REQUIREMENTS

CONTROL OBJECTIVE

To ensure that the NHSP hires only those employees it absolutely needs and exerts tight control over hiring new employees and promoting existing employees.

MAJOR CONTROLS

A. Payroll Policies

NHSP will adopt payroll policies for installing new employees on the payroll system; removing terminated employees from the system; and handling vacation, sick pay and bonuses.

Procedures

New Employees

1. Requests for new employees will be approved by the Board of Directors and funding for them included in the approved annual budget.

2. When hiring new employees, a memorandum from the CEO will serve as NHSP's personnel action form. This memo -- containing the employee's salary, effective start date and benefit will be routed to the Board of Directors and kept in the employee personnel file.

3. Each new employee will complete an IRS W-4 Form and I9. The copy of the CEO memo and other documents as listed on Attachment #X will serve as the basis.

Vacation and Sick Pay

1. Employees' earned vacation and sick leave benefits are agreed upon prior to hire and are subject to approval by the CEO.

Bonus Pay

1. Bonus pay for non-officers, if part of the approved budget, will be approved by the CEO. Bonus pay for staff Officers and any non-budgeted bonuses may only be paid if approved by the Board of Directors and the CEO is responsible for communicating the bonus.

2. Memos, board minutes and emails containing justification for this award will be the only means of support acceptable for issuing a bonus check.

Terminations

1. Termination notices will be prepared by the CEO.

2. The termination notice will be maintained in the terminated employee's personnel file.

6. 2 PAYROLL STANDING DATA

CONTROL OBJECTIVE

To calculate and record payroll data accurately and completely for all employees.

MAJOR CONTROLS

A. Internal Accounting Controls

- A precise paper trail will cover all transactions.
- All changes in standing personnel data will be approved by responsible officials.
- Separate payroll and personnel files will be periodically reconciled.

Procedures

1. Changes to standing payroll data (new hires, terminations, salary and benefit changes, and payroll deductions) will be initiated with a payroll status change form and approved by the CEO. A copy of the form will be retained in the employee's personnel file.

2. Standing payroll data will be periodically compared with personnel files to ensure that all changes are authorized and have been accurately processed.

6. 3 TIMEKEEPING AND LABOR DISTRIBUTION

CONTROL OBJECTIVE

To ensure that payment for salaries is made in accordance with documented time records and that employee time is properly distributed to appropriate projects.

MAJOR CONTROLS

A. Orientation and Training

An awareness session conducted by the Department Manager will orient all new employees to proper labor-charging practices.

B. Time Sheet Preparation

Hours worked will be accurately documented by all staff members and consultants. Any corrections to timekeeping records, including the appropriate authorizations and approvals, will be properly documented.

C. Internal Accounting Controls

- Daily check of employees at work
- Periodic checks on the way employees prepare their time records
- Reconciliation of hours charged in time records to labor cost allocations

Procedures

Orientation and Training

1. Each new employee will receive an orientation program on proper timekeeping and labor cost allocation.

2. For employees who are not following proper labor-charging procedures, the Department Manager will re-educate.

Time Sheet Preparation

1. Each employee is required to assign total hours worked to specific projects or funds. He or she will separately prepare this information on a bi-weekly basis and provide it to the Department Manager for approval.

Overtime Approval

1. It is not customary for NHSP to pay overtime. However, if the need does arise, overtime will be approved in writing by the Department Manager and a copy of the authorization placed on file for future reference.

Reconciliation of Payroll to Time Sheets

1. Hours shown will be reconciled by the CEO, with attendance records and total hours recorded on labor allocation reports.

6. 4 PAYROLL PREPARATION

CONTROL OBJECTIVE

To ensure that payment of salaries is accurately calculated.

MAJOR CONTROLS

A. Accuracy of Transactional Data
Cross-checks will be built into the payroll system with the use of control totals and other means to reconcile timekeeping data with payroll data.

B. Internal Accounting Controls

- Time records will be periodically reconciled with payroll records.
- Responsibility for checking the accuracy of payroll calculations will be kept separate from responsibility for payroll preparation.

Procedures

1. Recorded hours from bimonthly time sheets will be totaled every month.

2. The Financial Manager and/or Staff Accountant will prepare a payroll submission on a bi-monthly basis.

3. The Financial Manager will check gross pay and payroll deductions.

4. The payroll register will be reviewed and approved by the CEO.

6. 5 PAYMENT TO EMPLOYEES

CONTROL OBJECTIVE

To ensure that payment for salaries are made only to employees or consultants entitled to receive payment.

MAJOR CONTROLS

Internal Accounting Controls

- Use of pre-numbered checks and accounting for all check numbers.
- Erroneous checks voided by permanent notation and filed in numerical sequence with canceled checks.
- Separation of duties: timekeeping, employees preparing payroll, and check signatories.

Procedures

1. All staff members and/or consultants will prepare and submit a time sheet or invoice requesting payment for services rendered for a bimonthly period. The time sheets will require each employee to record the program(s) or project(s) and the number of hours spent working during the period. The Department Manager will approve all time sheets and consultant invoices before funds are disbursed.

2. In accordance with NHSP's disbursement policy and procedures, payroll checks will be signed by the CEO or designee.

3. Payroll payments will be distributed by the Staff Accountant.

6. 6 PAYROLL DEDUCTIONS

CONTROL OBJECTIVE

To ensure that payroll deductions are correctly reflected and paid to the appropriate third parties.

MAJOR CONTROLS

A. Reconciliation of Payment and Payroll Deductions
Payroll deductions will be recorded in the appropriate general ledger control accounts and reconciled with payments made to third parties.

B. Internal Accounting Controls
The outsourced payroll functiou module automatically calculates payroll deductions. The Financial Manager will review it on a quarterly basis prior to the filing of the quarterly payroll reports.

Procedures

1. Employee withholdings will be computed using federal and state publications of employer tax guides.

2. Payroll deductions will be calculated for each employee, summarized by pay period and recorded in appropriate general ledger accounts.

3. Payroll deductions, when required to be paid, will be reconciled each pay period with the amounts recorded in the control accounts.

4. The Financial Manager will review for accuracy and timeliness payments made to third parties for payroll deductions.

7. PROPERTY AND EQUIPMENT

POLICY

The NHSP may acquire, maintain, protect, use, and dispose of property and equipment required to perform its mission. Corporate property and equipment shall be used only for conducting business related to NHSP's mission. For the purpose of this policy, property is defined as moveable items such as equipment costing over $500 with a useful life of more than two (2) years.

Corporate property includes all:

- Equipment purchased by NHSP regardless of funds used to purchase this equipment;
- Property donated to NHSP; and
- Property loaned or leased to NHSP by external sources.

The terms "property and equipment" and "fixed assets" are more or less synonymous; the two terms are used interchangeably in this section. This section begins with asset acquisitions, goes full circle and ends with procedures for disposal of fixed assets.

BASIC POLICIES

7. 1 FIXED ASSET ADDITIONS

CONTROL OBJECTIVE

To control the acquisition and accurate recording of fixed asset acquisitions in order to safeguard property and equipment from loss.

MAJOR CONTROLS

A. Integration with Capital Budget
Fixed asset acquisitions will be integrated with capital budgeting. All acquisitions of property and equipment will be a part of the approved capital budget.

B. Approval of Requests
Fixed asset acquisitions will be based on approved requests. Before a purchase is made, approval by the Board of Directors will be obtained if the request exceeds the amount set by the Finance Committee.

C. Internal Accounting Controls

- Board minutes or resolutions authorize fixed asset purchases.
- Fixed asset acquisitions will be reconciled with capital expenditure authorizations.

Procedures

1. The Finance Committee will submit capital budget requests annually for review

and approval by the Board of Directors.

2. Check and wire transfers require a signature of authority up to a specified amount. The CEO and President is authorized to sign any checks/wires up to $20,000, checks/wires to building contractors up to $30,000 and checks/wires for loans approved by the Loan Committee and written to title companies for close of escrow in amounts up to $40,000. Two Vice Presidents may also co-sign up to the same amounts and for the same purposes in the President's absence.

3. Each item of property and equipment received will be identified and tagged in a visible area on the asset.

4. Information on each tagged asset will be entered in a fixed assets register.

5. The Financial Manager will use a copy of source documents evidencing capital expenditures to enter said property and equipment in the fixed assets register.

Donated Tangible Assets

1. All tangible assets donated to NHSP will be treated as owned by NHSP.

2. Each donated asset will be identified, tagged and entered in the fixed asset register at the fair market value of the asset at the time of the donation of the asset.

7. 2 RECORDKEEPING

CONTROL OBJECTIVE

To completely and accurately record fixed asset acquisitions, transfers and dispositions.

MAJOR CONTROLS.

A. Capitalization Policies
NHSP will account for the capitalization of equipment as distinguished from normal maintenance and betterment. NHSP will also observe FASB 34 regarding the capitalization of interest expense.

B. Fixed Asset Classification
Fixed assets will be maintained for the following classifications: land; office buildings and improvements; office furniture and fixtures; and office equipment and tools.

C. Complete Record of Fixed Asset Acquisition Costs
The fixed asset register will contain the full history of each capital asset acquired: original acquisition cost and any costs incurred to prepare the asset for use, less cash discounts taken and accumulated depreciation.

Procedures

1. Asset acquisitions, transfers, dispositions and depreciation will be entered in the fixed asset register on a monthly basis.

2. The fixed assets register will be reconciled with the general ledger for the original acquisition cost and accumulated depreciation.

3. Any differences will be analyzed and resolved by the Financial Manager.

7. 3 AMORITIZATION

CONTROL OBJECTIVE

Includes all capital assets reported in the ledgers of NHSP (excluding land).

MAJOR CONTROLS

Policy

The cost, less any residual value of a capital asset with limited life, will be amortized over its useful life on a straight-line basis. NHSP will maintain complete and separate accumulated amortization accounts for each significant and meaningful capital asset category. At the minimum the following categories will be required:

(a) Furniture and Equipment – seven years
(b) Leasehold Improvements – over the life of the lease
(c) Building – 39 years
(d) Computer Equipment – three years

On an annual basis the Finance Committee and the external auditor will review, and amend as necessary, NHSP's policy on amortization. If applicable, the basis of NHSP's policy on amortization will be included in the year-end notes to the audited financial statements.

7. 4 DEPRECIATION

CONTROL OBJECTIVE

To ensure that depreciation of fixed assets is correctly stated for book and tax purposes.

MAJOR CONTROLS

A. Depreciation Policies
The same methods of depreciation, useful lives and residual values are to be used for book and tax purposes.

B. Depreciation of Individual Assets
Detailed depreciation records will be maintained for each asset so that NHSP's total depreciation amounts will be cumulative for each fixed asset's periodic and accumulated depreciation.

Procedures

1. Each new capital asset will be properly classified according to the type of asset and its useful life and will be entered in the fixed assets register.

2. Annually, the useful lives of fixed assets will be evaluated by the external auditor. If a change is made, the remaining cost of the class of assets will be spread over their revised remaining lives.

3. Calculation of depreciation expense will be prepared by the Staff Accountant and a journal entry(s) will be approved by the Financial Manager to book said depreciation during the course of the year.

7. 5 EXISTENCE OF FIXED ASSETS

CONTROL OBJECTIVE

To ensure that all recorded assets exist and are in use.

MAJOR CONTROLS

A. Internal Accounting Controls

- Fixed assets will be tagged when received.
- There will be restricted access to facilities during non-working hours.
- Physical inventories will be checked by independent personnel.
- Differences between physical inventories and fixed asset register balances will be analyzed and reconciled on a annual basis.

Procedures

1. A list of all recorded fixed assets will be maintained by the Financial Manager.

2. Inventory will be taken at least once a year by the Staff Accountant and one other employee.

7. 6 DISPOSAL OF FIXED ASSETS

CONTROL OBJECTIVE

To ensure that assets no longer in use will be disposed of in accordance with existing policies.

MAJOR CONTROLS

A. Internal Accounting Controls

- Fixed asset disposal and transfer authorizations are sequentially numbered.
- Fixed assets are disposed of or transferred only with proper authorization.
- Periodic count of fixed assets is reconciled with fixed assets records.

Procedures

1. An evaluation will be made by staff as to the necessity of keeping a fixed asset which may no longer serve a useful purpose.

2. The Financial Manager will prepare a written request to dispose of an unwanted asset. The request must be approved by the CEO before disposition of the asset.

3. All assets will be disposed of by sale to employees or third parties or as gifts to local nonprofits or as scrap.

4. A copy of the CEO's signed authorization will be forwarded to the accounting

department. That department will enter the disposed asset as a reduction in the general ledger control account and the related accumulated depreciation account. It will also record any cash proceeds received from the asset disposition and any gain or loss realized on the disposed asset.

7. 7 DISPOSAL OF SURPLUS OR OBSOLETE ASSETS

SCOPE

All surplus, obsolete furniture, equipment or materials owned by NHSP including:

1. All furniture, equipment, or materials that are considered obsolete because there is no planned use of these items and,

2. All furniture, equipment or materials rendered useless due to normal wear, breakage beyond economical repair, and/or considered valueless for trade-in purposes and,

3. All technically obsolete equipment or materials that have been rendered obsolete due to advances in technology.

CONTROL OBJECTIVE

It is the purpose of the policy to make surplus furniture, equipment and materials available to other departments before these items are presented for the sale to the general public or scrapped.

MAJOR CONTROLS

A. The Financial Manager is responsible of the storage, reissue and disposal of surplus and obsolete furniture, equipment or materials.

B. All departments will report to the Financial Manager all furniture, equipment and materials that have become surplus to their needs.

C. The Financial Manager will maintain an inventory of all surplus items.

D. In cases where the surplus item is not required by NHSP it may be offered for sale to the public. Proceeds from a public sale will be reported as revenue by NHSP. The Finance Committee reserves the right to determine the disposition of net proceeds on major items.

8. PURCHASING

POLICY

A purchase requisition with bids must secure all purchases -- including materials, parts, supplies, services and lease commitment -- of over $100. A requisition must also be submitted for all purchases of equipment and furniture regardless of the dollar amount.

Purchase requisitions, lease commitments and consulting contracts require the signature of

the CEO or COO.

BASIC POLICIES

8. 1 ACCOUNTS PAYABLE

CONTROL OBJECTIVE

To ensure that invoices are reviewed and recorded accurately as they are received for authorized purchases.

MAJOR CONTROLS

A. Matching Invoices With Purchased Orders for Payment
A copy of the authorized purchase order will be attached to the vendor invoice for payment.

B. Use of Sub-Ledger System
Invoice numbers, amounts, and dates of invoices will be entered into the subsidiary automated A/P system for easy tracking.

C. Reconciliation of Accounts Payable Records
Reconciliation of source data, subsidiary ledger totals and general ledger control accounts will be performed periodically to discover the accuracy of accounts payable entries.

D. Internal Reviews
Internal reviews will be conducted to uncover duplicate payments or overpayments.

Procedures

Securing and Safeguarding Vendor Invoices

1. All invoices will be forwarded to the Staff Accountant. Upon receipt of a vendor invoice document, the Staff Accountant reviews the invoice against the original purchase order to detect accuracy and to detect if the purchase was authorized.

2. The Staff Accountant/Support Services Manager will follow up and investigate any invoices without approved purchase orders.

Entering Invoices in the Subsidiary Accounts Payable System

1. To check on the accuracy of all invoice entries, an adding machine total of the invoice amounts will be produced to serve as a control.

2. After the Financial Assistant/Staff Accountant reviews all vendor information, he or she will enter it daily into the accounts payable subsidiary system.

3. The Staff Accountant will file the original invoice in the vendor file for processing.

Reconciliation of Accounts Payable Records

1. The Financial Manager will reconcile the accounts payable subsidiary ledger with purchase and cash disbursement transactions.

2. The balance in the accounts payable subsidiary ledger will be reconciled with the general ledger control account.

3. Debit balances in the accounts payable subsidiary ledger will be resolved by either treating them as an offset against other amounts due the vendor or by requesting payment from the vendor.

Processing of Invoices

1. On a weekly basis, the Financial Manager will review all aging invoices and make a determination which invoices will be processed for the week. This determination will be based upon NHSP's current cash position, days of aging and operational needs. A report will be prepared for the CEO detailing the estimated cash outflow for the week.

8. 2 PURCHASING

CONTROL OBJECTIVE

To ensure that goods and services are acquired at fair and reasonable prices and the highest personal standards of conduct are maintained in all relationships with vendors, suppliers and subcontractors.

MAJOR CONTROLS

A. Use of Purchase Requisitions
All purchases will be initiated using a purchase order reviewed by the Department Manager.

B. Use of Purchase Orders
Purchase orders will be used for all purchases exceeding $100.

C. Required Approval
The CEO or Designee will approve and authorize all purchasing orders over $100.

D. Purchasing Requirements
For purchases other than normal operating expenses (supplies, equipment, etc.), such as real estate, Board/Committee approval will be required prior to a requisition being processed. For grants funded purchases (travel, millage, etc.) the Financial Manager will need to keep a paper trail and record expenditures separately according to each fund account.

E. Purchasing Office Supplies
As needed, the Support Services Manager will prepare a requisition list of office supplies requested by the Department Managers and phone the orders in to the vendors of choice.

Procedures

Processing Purchase Requisitions

1. The individual requesting the purchase will complete a purchase requisition specifying:

- Description of items ordered or statement of work.
- Cost estimates.
- A required delivery or performance schedule.
- Statement of the nature and purpose of the procurement.
- Quality requirements and inspection methods.

2. Completed purchase requisitions will be routed to the accounting department for processing.

Processing Purchase Orders

1. A purchase order will be prepared when required by a supplier;

2. Before a purchase order is sent to a supplier, it will be reviewed by the individual requesting the purchase for accuracy of the dates and quantities listed, prices charged and all arithmetic extensions.

3. Purchase orders will be issued and filed in numerical sequence. Open purchase orders will be closed out when the materials or supplies are filled or the order canceled.

4. Copies of the purchase order will be sent to the vendor or supplier; one copy will be filed in the accounting department.

5. Overdue purchase orders placed with a vendor or supplier will be followed up by the staff member requesting the purchase, and he or she will expedite the order if it is still needed.

Required Approval

1. A purchase order must be authorized in writing by:

Value of Purchase	Authorizing Official
Under $100.	Department Manager
$100--$2500.	CEO
$2,500. and above	CEO and Board Officer

Obtaining Bids and Quotations

1. NHSP will request bids or written quotations pertaining to transactions not expected to exceed $500 and in writing for all grant related program expenditures exceeding $100 and all capital equipment purchases and all capital purchases exceeding $500.

2. In evaluating all substantial bids received, the Department Manager will perform and document a cost or price analysis.

8. 3 Expenditure Request and Cash Disbursement

CONTROL OBJECTIVE

To provide for division of responsibilities, adequate internal controls and maximum protection against errors and financial losses.

MAJOR CONTROLS

A. Request for Expenditure

Expenditure requests follow division of responsibilities and reporting.
Periodically, the Support Services Manager will prepare a requisition list of office supplies requested by the Department Managers and place the orders in to the vendors of choice.

A. Request for Expenditure

Procedures

1. All invoices or check requests forms will be approved by the Department Manager.

2. An expenditure request for any single item of equipment or merchandise in excess of $100.00 will require documentation of a mimimum of three price quotes from different vendors.

3. The expenditure request form will be submitted to the Financial Manager for payment with the invoice or purchase receipt attached verifying receipt.

B. Processing of Disbursements

Disbursements follow review, processing, and approval.

Procedures

1. The Financial Manager shall review expenditure and check requests and forms and invoices to insure all required information and approvals are provided.

2. The Financial Assistant shall process requests for payment as follows:
   a. Verify requests forms and invoices, provide complete information regarding:
      - Purchase or disbursement
      - Vendor identification
      - Allocation of costs to program or account
   b. Obtain approval of the CEO/Department Manager
   c. Schedule timely payment
   d. Prepare checks and record proper entities to the general ledger
   e. Obtain signature of CEO on checks for amounts within the single signature authority approved by the Board of Directors; or
   f. The COO or Board authorized designee can sign checks up to $1,500. If over requires two signatures
   g. Release checks at appropriate time
   h. Prepare disbursement journal entries for all expenditures

3. The CEO will review and initial unopened bank statements and canceled checks.

4. The Financial Manager will prepare a monthly bank statement reconciliation.

5. The CEO will review and approve the bank reconciliation statements.

8. 4 COST ACCOUNTING

CONTROL OBJECTIVE

To properly record all costs incurred to the correct final cost objective and properly classify, accumulate and summarize costs.

MAJOR CONTROLS

A. Cost Accounting Policy
NHSP has adopted a policy on charges to its final cost objectives. This policy distinguishes between direct and indirect costs and indirect cost rates. Program costs that are reasonable, allowable and incurred specifically from program administration are charged as a direct program cost. Costs incurred from a joint project or costs that cannot be readily identified as producing a specific benefit or objective to a program are allocated as an indirect cost.

B. Cost Principles and Allowable Costs
Most of NHSP's programs are financed with federal and state funds. As a result, NHSP will allocate reasonable and allowable costs to each program in accordance with OMB Circular A-122.

C. Time Tracking
Bimonthly time sheets are used to identify staff time spent in each program.

Procedures

Labor Distribution

1. All staff members will record their time on bimonthly time sheets. After supervisors approve these time sheets, the Staff Accountant will record the labor distribution data.

D. Accounting Structure

Procedures

Setting Up Cost Accounting Structure

1. NHSP will identify its cost objectives and incorporate them into its accounting system's chart of account structure. There will be separate groups of accounts for individual funding sources.

2. All costs will be differentiated between those costs NHSP charges directly to a specific program and those costs it allocates as an indirect cost.

3. NHSP programs will be set up in the accounting system to allow direct expenses to be charged by line item to a particular program. A similar condition will exist for allocating indirect costs. The system will be structured to summarize all expenses coded as indirect and to allocate these expenses to each program based upon the predefined rate in accordance with OMB Circular A-110.

Incurring Costs

Material and Other Direct Costs

1. A purchase requisition will be prepared when requesting supplies.

2. Upon receipt of the materials or other direct costs, the account number to be charged for the cost of materials and other direct costs will be entered on the purchasing requisition/purchase order the accounting system by the Financial Assistant.

3. All costs will be reviewed by the Staff Accountant and then distributed to the appropriate direct and indirect cost accounts.

4. Separate accounts will be maintained in both the direct cost and indirect cost group of accounts for any unallowable costs.

5. Annual budgets of indirect costs will be prepared and monitored at least quarterly by the accounting department for significant fluctuations.

8. 5 CONTRACTS

DELEGATION OF AUTHORITY TO SIGN

CONTROL OBJECTIVE

As part of its normal operations NHSP may enter into two types of contracts. One type of contract will commit NHSP' to purchase certain services or materials from an outside party. The second type will obligate NHSP to perform a service or supply materials to an outside party.

MAJOR CONTROLS

This policy provides signing authority guidelines for both types of contracts.

A. The CEO will normally sign purchase contacts on behalf of NHSP.

B. Construction contracts in excess of Board approved limits will be signed by the CEO and the Board Officer.

C. Signing authorities for such "performance" contracts will be as follows:

1. All contracts, documents or written instruments requiring execution by NHSP will be signed by one signing officer from the Board of Directors and the Secretary of the Board. Once appropriately signed, such contracts, documents or written instruments will bind NHSP without any further authorization or formality. The corporate seal of NHSP may, when required, affixed thereto.

2. From time to time, the Board of Directors may authorize other officers of NHSP to execute contracts, documents, or written instruments.

GENENERAL

CONTROL OBJECTIVE

A contract is an agreement enforced by law that binds two or more parties to do or not to do some defined thing. Each contract entered into by NHSP should maximize the benefit of that agreement and at the same time protect NHSP' good name.

MAJOR CONTROLS

Applies to all contracts.

A. A minimum of three tenders will be required whenever the financial cost or benefits from a contract is likely to exceed $500 when the contract will obligate NHSP for a period greater than one calendar year.

B. All contracts entered into by NHSP must be reported to and approved by the Board of Directors or the Board Authorized Committee.

C. The person who has been granted signing authority by the Board of Directors will sign each contract. Each contract will be witnessed, and dated. The Organization will also ensure that a completed copy of the final contract is made available to all other signatories.

D. The original signed contract will be kept in a secure place at NHSP' business office.

8.6 PURCHASE OF SERVICE

CONTROL OBJECTIVE

A Purchase contract is a written agreement between NHSP and an outside agency or individual. A Purchase of Service contact helps to ensure that the Organization's funds are expended appropriately and used for the purposes intended. All Purchase of Service contracts must meet NHSP' conflict of interest guidelines.

MAJOR CONTROLS

Applies to all Purchase of Service contacts.
A. At minimum each Purchase of Service contract entered into by NHSP will provide the following information:

1. The nature of the service
2. The financial obligations agreed to
3. The period of time that the contact covers
4. The invoicing procedure, or payment schedule
5. A termination clause
6. A table of contents regarding the negotiated work plan and
7. The staff member or members given the authority to act on behalf of NHSP

8. 7 RETAINING CONSULTANTS AND PROFESSIONAL SERVICES

CONTROL OBJECTIVE

To maintain control over the selection, negotiation, oversight, payment and closeout of consulting agreements, and to ensure compliance with Internal Revenue Service regulations.

MAJOR CONTROLS

A. Use of a Standard Consulting Agreement
NHSP uses a standard consulting agreement for all consultants and professional services that specifies an exact scope of work, the consultant's obligation to pay income and self-employment taxes, and the consultant's requirement to furnish the tools of trade.

B. Competitive Award and Renewal of All Consulting Relationships
Unless approved by the CEO, all consulting and contract person's agreements will be initially completed and, if extended beyond one year, will be renewed annually.

C. Performance Measurement of Consnltant's Work
Each consultant will report monthly on work accomplished and time spent on his or her own stationery and time sheet.

D. Reporting on Consultant Utilization
Periodically, a report will be prepared by the accounting department on the use of consultants and their areas of activity.

Procedures

Consultant Requirements

1. A written scope of work will be prepared by the requisitioning individual for use of a consultant and/or contract person.

2. A budget authorization request will be prepared if this expenditure has not already been approved in the annual budget.

Selecting the Source

1. At least three consulting sources must be identified for consideration for all grant funded services.

2. Written justification will be provided and approved by the Board of Directors for purchasing consulting services on a sole-source basis.

Pricing

1. The accounting department will perform some form of cost and/or price analysis of the consultant's proposal, rate or quotation.

Award and Contract Preparation

1. The CEO will have the authority to award consulting contracts.

2. Consultant purchase orders will be prepared by Department Manager and contain the scope of work, specifications, travel and subsistence reimbursement rates, performance dates, reporting and documentation requirements, payment terms, consultant federal employer identification number or Social Security number, and clauses required by the work to be performed.

Consultant monitoring and reporting

1. Each consultant will be required to maintain time records and to report time expended.

2. Each consultant will prepare a periodic written report of accomplishments and a final report of results produced as specified in the contract.

3. Consultant hours expended will be controlled by the CEO and variances between time expended and work accomplished will be resolved with the consultant.

Consultant Accounting and Payment

1. A copy of the consultant's purchase order will be routed to the accounting department.

2. Upon receipt of the consultant purchase order, the accounting department will open a vendor account in the vendor listing for the consultant and enter all necessary information:

- Period of the contract
- Consultant's full billing address and telephone number
- Consultant's FEI or Social Security number
- Maximum dollar size of the award

3. Upon receipt of the technical representative's authorization to make payment to a consultant, the consultant's invoice will be reviewed for adequacy. The total amount of payments made to date, including this payment request, will be compared to the total amount of the award.

4. The amount of the authorized payment will be entered in the cash disbursement journal and a check prepared.

5. A check will be mailed directly to the consultant. .

Purchasing Files Regarding the Use of Consultants

1. The accounting department will set up a file for each consultant contract.

2. The consultant purchasing file will contain, at a minimum, a copy of:

- The original letter of solicitation, if any;
- Purchase order or contract agreement;
- Bid tabulation sheet;
- Periodic reporting and time reporting;
- Correspondence between NHSP and the consultant; and

- Final report.

Management Reporting Regarding the Use of Consultants

1. Reports will be prepared by the accounting department for the CEO on all consultant activity, number of FTEs and the areas of activity as needed.

9. PLANNING AND REPORTING

POLICY

NHSP financial planning activities will encompass both NHSP's strategic business plan and the funds needed to carry out the plan. It emphasizes the acquisition of these funds, control of their expenditure, and appraisal of NHSP's fiscal results.

This section covers procedures for supporting development of financial information in support of NHSP's annual business planning process, periodic financial reporting, and tax compliance.

BASIC POLICIES

9.1 ANNUAL COMPREHENSIVE BUSINESS PLAN AND BUDGET

CONTROL OBJECTIVE

To effectively support the preparation and review of the annual comprehensive business plan and budget.

MAJOR CONTROLS

A. The Development of the Annual Business Plan and Budget is Supported by the Board of Directors
The Board of Directors will be involved with NHSP staff in the development of the annual comprehensive business plan and budget.

B. Before Acceptance, the Annual Business Plan and Budget is Approved by the Board of Directors
The proposed annual business plan and budget will be reviewed by the Finance Committee and approved by the full Board of Directors.

C. Internal Accounting Controls
The accuracy and completeness of the business plan and budget are reviewed by the Financial Manager and the CEO.

Procedures

1. The process for developing the annual business plan and budget will start no later than 120 days before either the business plan or budget is submitted to the Finance Committee for review.

2. To support the business plan and budget estimates, the accounting department will prepare current year-to-date financial data with projections of year-end totals. The accounting department will also distribute program cost analyses.

3. Business plan and budget negotiations will be initiated between the CEO and the Finance Committee, leading to the acceptance or adjustment of the business plan and budget estimates.

4. The business plan and budget will be supported by the following documents:

- An assumption sheet; and
- A projected statement of financial position; and
- A projected statement of activities; and
- Cash flow projections for the next fiscal period; and
- Detailed operating budgets for each line of business; and
- Personnel forecast and compensation plan; and
- Capital budget and cost allocation summary by line of business for any shared operating costs.

5. Once adopted, the approved budget totals will be entered into the general ledger system by the accounting department for the new fiscal year.

9. 2 FINANCIAL REPORTING

CONTROL OBJECTIVE

To ensure the accuracy, completeness and timeliness of financial reporting that supports decision making.

MAJOR CONTROLS

A. Review and Approval of Financial Reports
All financial reports will be reviewed monthly for accuracy and completeness by the Treasurer before reports are released to the full Board of Directors for approval.

B. Review of Periodic Trial Balance and Year-end Close-out
To facilitate timely financial statement preparation and ensure accurate financial reporting, the Financial Manager will review the trial balance on a monthly basis. The Financial Manager will also prepare and post all closing and/or adjusting entries at year-end before a final trial balance is provided to the independent auditors.

C. Financial Statements Audited by a Qualified Public Accounting Firm
A qualified public accounting firm will audit the annual financial statements of NHSP no later than 90 days after the end of its fiscal year.

Procedures

1. On a monthly basis, the Financial Manager will prepare and the Treasurer will review:

- Budget comparison reports for overall company results and for results from each line of business; and
- Debt covenant report

- Consolidated statement of financial position; and
- Consolidated statement of activities; and
- Financial ratios report.

2. The accounting department will generate and review the trial balance for accuracy on a monthly basis. The Financial Manager will also prepare and post all closing and/or adjusting entries at year-end before a final trial balance report is given to the auditors.

3. All financial reports will be reviewed by the CEO, Treasurer and Financial Manager before they are released to the full Board of Directors for approval.

4. Analyses of key financial ratios will be completed by the Financial Manager to assess the reasonableness of the monthly financial reporting.

5. Reports generated off of the fund accounting method will be prepared for the annual audit. All reports generated for each specific grant during the year will also be given to the auditor to ensure timeliness and accuracy.

6. Every three to five years, NHSP will select a qualified public accounting firm to complete an independent audit. NHSP will immediately respond to any audit findings with proposed corrective action plans.

9. 3 TAX COMPLIANCE

CONTROL OBJECTIVE

To accurately prepare and file required tax documents on a timely basis.

MAJOR CONTROLS

A. Retaining Tax Counsel
NHSP will retain its public accountant to prepare and advise in the preparation of the entity's periodic tax filings.

B. Use of "Tickler" System
All tax returns will be prepared in accordance with a calendared "tickler" system.

C. Approval of Tax Returns
All tax returns will be reviewed and approved by the Financial Manager.

Procedures

1. NHSP will maintain a "tickler" system to remind accounting staff of required filing due dates for:

   (a) IRS Form W-2--Wage and Tax Statement
   (b) IRS Form W-3--Transmittal of Income and Tax Statements
   (c) IRS Form 940--Employer's Federal Unemployment (FUTA) Tax Return
   (d) IRS Form 941--Employer's Quarterly Federal Tax Return for Federal Income Tax Withheld from Wages and FICA Taxes
   (e) IRS Form 990--Information Return of NHSP Exempt or Claiming Exemption from Income Tax
   (f) IRS Form 990-T--Return for Reporting Unrelated Business Income of

Exempt Organizations [for not-for-profit Organizations only]

(g) IRS Form 1099 MISC (also 1099-DIV, 1099-INT, 1099-OID)--U.S. Annual Information Return for Recipients of Miscellaneous Income
(h) IRS Form 8109 - Federal Tax Deposit Coupon
(i) Quarterly and annual state(s) unemployment taxes return(s)
(j) State and local sales tax filings

2. Before submission, all tax information, returns and supporting schedules will be reviewed and approved by the Financial Manager for accuracy and completeness. If any reports require the signature of either the CEO or the Treasurer, the Financial Manager will obtain their signature(s).

10. ANNUAL AUDIT

POLICY

NHSP's policy will be to require an annual audit of its fiscal books. This audit will include an audit performed in accordance with OMB Circular A-133 to determine if federal programs were administered in accordance with applicable guidelines and to examine NHSP's internal control structure.

BASIC POLICIES

10. 1 AUDIT PROCESS

CONTROL OBJECTIVE

To provide reassurance that the financial information presented in NHSP's financial statements is accurate and complete and to further strengthen NHSP's internal control procedures.

MAJOR CONTROLS

A. Guidance for Conducting Audits
The audit will be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

B. Audit Scope
The audit will be a full-scope audit that covers the entire operation of NHSP, including federal assistance programs.

C. Selection of Auditor
Through a bid process, NHSP will award multi-year audit contracts for 3 to 5 years. At the end of such multi-year periods, NHSP will observe competitive procedures in re-procuring audit services.

10. 2 AUDIT RESOLUTION

NHSP will systematically assure the timely and appropriate resolution of audit findings and recommendations.

10. 3 BOARD OF DIRECTORS' INVOLVEMENT

NHSP will establish an audit subcommittee comprised of Board members from the Finance Committee and the Executive Committee. The role of the subcommittee is to help in selecting NHSP's independent auditor and to review the scope and results of the audit finding.

APPENDIX

(Specific Forms and Checklists updated as needed)

Neighborhood Housing Services Phoenix

Purchase Order

1405 East McDowell Rd.
Phoenix, AZ 5006

P.O. NUMBER:

To:

Ship To:

P.O. DATE	REQUISITIONER	SHIP VIA	F.O.B. POINT	TERMS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			SUBTOTAL	
			SALES TAX	
			OTHER	

TOTAL

Authorized by Date

Neighborhood Housing Services Phoenix

Payroll Status Change

Date: Effective Date:

REASON FOR CHANGE

ΘNew Hire Θ Merit Increase Θ Promotion Θ Layoff

ΘChange Rate Θ Demotion Θ Terminated Θ Rehired
ΘLeave of Absence ΘTransfer Θ Adm. Adj.

ΘProbation Period Comp Θ Revamp of Current Job Θ Other

Comments:

EMPLOYEE INFORMATION

Employee Name:

Social Security Number:

Department:

Position: To:

Old Rate: New Rate:

Old Annual Salary: New Annual Salary:

Comments:

AUTHORIZED BY: ***DATE:***

APPROVED BY: ***DATE:***

Neighborhood Housing Services Phoenix

Supply Requisition

Staff Member Requesting Supplies: Date:

ITEM NUMBER	PROGRAM	DESCRIPTION	QTY.	COST
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

DEPARTMENT MANGER AUTHORIZATION: **DATE:**

CHIEF EXECUTIVE DIRECTOR AUTHORIZATION: **DATE:**

Refinance and subordination policies

Refinance and subordination policies are addressed in the Lending and Underwriting guidelines provided as attachment - d. Financial Underwriting Standards

Todd

RECORD RETENTION SCHEDULE

GENERAL AND FINANCIAL

~~Corporate records, minutes, etc.~~	~~Permanently~~
Titles, mortgages, etc.	Permanently
Contracts & agreements, expired	7 years
General ledger & trial balance, year end	Permanently
Records of securities owned, canceled	7 years
Journals	Permanently
Insurance records:	
Fidelity bonds	3 years
Inspectors reports	Permanently
Schedules, claims, permanent records	7 years
Fire, liability, auto, etc. policies expires	Optional
Record of policies in force	3 years
Tax records of fixed assets, appraisals, additions, retirement	Permanently
Accountants' audit reports	Permanently

SALES AND ACCOUNTS RECEIVABLE

Accounts receivable ledgers and subsidiaries	7 years
Accounts receivable trial balances	3 years
Uncollectible account files, including authorization for write-offs	7 years
Notes receivable and trial balances, canceled	7 years

PAYROLLS

Payroll journals and summaries	7 years
Receipted paychecks, time tickets, etc.	7 years
Records pertaining to payroll deductions	7 years
Files, assignments, attachments, garnish	3 years
Individual earnings records	Permanently
Form W-2	3 years
Form W-4	Permanently

CASH AND COLLECTIONS

Cash books - receipts and disbursements	Permanently
Bank deposit slips	1 year
Deposit books and stubs	7 years
Bank reconciliation papers	1 year
Records of outstanding checks, drafts, etc.	7 years
Daily or periodic cash reports	3 years
Canceled checks, paid drafts	7 years
Canceled payroll checks	7 years
Bank statements (after audit)	7 years
Petty cash vouchers	3 years

CDBG contracts – 5 years from final grant disbursement.

Counseling files 5 yrs (CDP audit requirement)

receipt logs 1.5 yrs (one full year needed for annual audit purposes)

closed/paid off loan files 13 months

applications/canceled/denied – 12 months

Chicago Energy Savers Fund

Federal regulation

CHICAGO ENERGY SAVERS FUND

Bethel New Life, Inc.
867 North Karlov
826-5540

Chicago Commons
Energy Conservation
3259 South Halsted Ave.
783-2472

Chicago Urban League
1350 South Michigan Ave.
922-5951

Center for Neighborhood
Technology
2125 West North Ave.
278-4800

Community Investment
Corporation (CIC)
600 South Federal Street
Suite 306
34 0

Neighborhood Housing
Services of Chicago, Inc.
(Main Office)
747 North May
2nd Floor
738-3311

Northwest Community
Organization
1117 North Ashland
227-6262

North River Commission
4745 North Kedzie
478-0202

Organization of the
North East
5121 North Clark Street
728-0530

PRIDE, Inc.
842 South Laramie St.
287-6400

Subject; Current Records Retention Period

	Our-Retention	Regulatio
NOTES	6 years	6 years
MORTGAGES	6 years	6 years
LOAN COMMITMENT STATEMENTS	6 years	6 years
DISCLOSURE STATEMENTS	6 years	6 years
PAYMENT RECEIPTS	6 years	6 years
TRANSACTION LEDGERS	6 years	6 years
ADVANCE AGREEMENTS	6 years	5 years
FORECLOSURE OR REPOSSESION LOGS	6 years	6 years
WRITE-OFFS	6 years	6 years
COLLATERAL RECORDS(RECORDINGS)	6 years	6 years
ANNUAL REPORTS (STATEMENTS)	6 years	6 years
CREDIT FILES (AFTER CLOSED)	6 years	6 years
APPLICATIONS APPROVED (AFTER-CLOSED)	6 years	6 years
APPLICATIONS REJECTED	25 months	25 month
LEDGER CARDS (PAID-OUT)	6 years	6 years.
CONTRACTORS JOURNAL(PROPOSAL)	6 years	2 years
PRODUCT POSTING (GENERAL LEDGER)	6 years	6 years
HAZARD INSURANCE FILE(AFTER-CLOSED)	1 year	1 year

****

" RECORDS ARE COVERED BY THE FEDERAL BANK SECRECY ACT.

RECORDS DATED ON OR BEFORE 9-30-86 ARE REQUIRED TO BE RETAINED 5 YEARS. RECORDS DATED AFTER 10-1-86 ARE REQUIRED TO BE RETAINED 6 YEARS.

****

SCA

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248164870
Feb. 24, 2009 LTR 4168C E0
51-0152395 000000 00 000
00013340
BODC: TE

NEIGHBORHOOD HOUSING SERVICES OF
PHOENIX
1405 E MCDOWELL RD I00
PHOENIX AZ 85006-2938

027212

Employer Identification Number: 51-0152395
Person to Contact: Ms. Lane
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Feb. 12, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in October 1975, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

nhsphoenix
neighborhood housing services of phoenix

1405 East McDowell Road, Suite 100 Phoenix, Arizona 85006
Voice 602.258.1659 Fax 602.258.1666 Tdd 800.367.8939 | www.nhsphoenix.org

RESOLUTION OF THE BOARD OF DIRECTORS

Ratification Date: February 10, 2011

Resolution Number: 1-11

Whereas, the mission of Neighborhood Housing Services of Phoenix (NHSP) is a non-profit organization whose mission is the revitalization of neighborhoods by providing home ownership programs and services; and

Whereas, NHSP, is governed by a Board of Director's; and

Whereas, The Board of Directors at its board meeting held on February 10, 2011 voted unanimously to authorize the officers of the Board to execute any and all documents necessary to transact the business of the corporation; and

Whereas, The 2011 officers are: **Chairman**-Chester Seabury; **Vice Chairman**-Lydia Lee; **Secretary**–Stephen Anderson; **Treasurer**–Erik Walters; **Member At-Large**-Lupe Barto, **President**-Patricia Garcia Duarte; **Vice President**–Todd Francis; and **Vice President**–Carole Kauffman.

Therefore, Be it resolved by the Board of Directors of Neighborhood Housing Services of Phoenix, that any two officers of the Corporation have the authority to execute any and all documents on behalf of Neighborhood Housing Services of Phoenix, Inc.

This Resolution hereby passed by vote of the Board of Directors on February 10, 2011.

Chester Seabury, Chairman — Date: 10 February 2011

Stephen Anderson, Secretary — Date: 10 Feb 2011

NeighborWorks CHARTERED MEMBER

1405 East McDowell Road, Suite 100 Phoenix, Arizona 85006
Voice 602.258.1659 Fax 602.258.1666 Tdd 800.367.8939 | www.nhsphoenix.org

RESOLUTION OF THE BOARD OF DIRECTORS

Ratification Date: February 10, 2011

Resolution Number: 2-11

Whereas, the mission of Neighborhood Housing Services of Phoenix (NHSP) is a non-profit organization whose mission is the revitalization of neighborhoods by providing home ownership programs and services; and

Whereas, NHSP, has specific programs and goals developed to accomplish said mission; and

Whereas, NHSP shall be accepting grants, entering in contracts for services, arranging for financing of loans and projects, selling loans and purchasing and selling properties in order to achieve the goals set forth for the Corporation by its Board of Directors; and

Whereas, NHSP may in its course of business acquire ownership of properties through foreclosure actions or deeds in lieu of foreclosure as a result of promissory notes held by NHSP;

Whereas, NHSP is in the business of making loans represented by promissory notes secured by first or second deeds of trust on residential properties and reselling the loans on the secondary loan market; and

Whereas, NHSP may in its course of business be entering into credit and security agreements, such as lines of credit for warehouse lending and construction lending.

Therefore, The Board of Directors hereby authorize and directs Patricia Garcia Duarte, its President or Todd Francis, Vice President, to sign all documents necessary to consummate the transactions listed herein on behalf of NHSP. This authorization shall be in effect from January 1, 2011 to January 31, 2012.

This Resolution hereby passed by vote of the Board of Directors on February 10, 2011.

Chester Seabury, Chairman	10 Feb 2011 Date
Stephen Anderson, Secretary	10 Feb 2011 Date

NeighborWorks CHARTERED MEMBER

Neighborhood Housing Services of Phoenix
City of Avondale NSP NFS 12-016
Homebuyer Assistance Services Budget

Assumptions:
1 client needs rehab counseling assistance (low-mod/mod)

		Required Homebuyers	Clients Counseled
10:1 pull thru for very low income		9	90
4:1 pull thru for low-mod/mod		27	108
Total clients		36	198

Low-moderate-middle income buyers:

	Total	Unit Average	NSP3 Funds	Other Funding	Source	Total
Admin	9,245	342	9,245	0		9,245
Education	5,302	196	5,302	0		5,302
Counseling	61,885	2,292	61,885	0		61,885
Lending	13,255	491	13,255	0		13,255
Marketing % Outreach	2,768	103	2,768	0		2,768
Total Per Unit Cost *excluding rehab	92,455	3,424	92,455	0		92,455

Very low income buyers:

	Total	Unit Average	NSP3 Funds	Other Funding	Source	Total
Admin	7,705	856	7,705	0		7,705
Education	4,418	491	4,418	0		4,418
Counseling	51,570	5,730	51,570	0		51,570
Lending	11,045	1,227	11,045	0		11,045
Marketing % Outreach	2,307	256	2,307	0		2,307
Total Per Unit Cost *excluding rehab	77,045	8,561	77,045	0		77,045

Total all income levels	**Total**	**Unit Average**
Admin	16,950	471
Education	9,720	270
Counseling	113,455	3,152
Lending	24,300	675
Marketing % Outreach	5,075	141
Total	169,500	4,708

Note: NHS Phoenix has a board approved cost allocation plan.
The cost allocation plan will be submitted to HUD by Nov. 30, 2011 for approval.

Neighborhood Housing Services of Phoenix, Inc.
Pricing Schedule

Fess that apply for a client that does NOT qualify for the NSP program or drops out or opts out after initial counseling session

$150.....Initial intake, file setup & run credit report
375.....NSP pre-qualification counseling including document collection/verification (up to 2 hours of counseling services)
$525.....Total

Fees that apply for a client that does NOT need assistance in navigating rehab process. Client is mortgage ready after 4 hours of counseling and 8 hours of homebuyer education.

$ 150.....Initial intake, file setup & run credit report
750.....NSP pre-qualification counseling including document collection/verification AND review of final loan closing documents (up to 4 hours of counseling services)
150.....Homebuyer education – 8 hour class
500.....Loan processing fee – homebuyer assistance loan
250.....Underwriting fee – homebuyer assistance loan
$1,800.....Total

Fees that apply for a client that DOES need assistance in navigating rehab process. Client is mortgage ready after 8 hours of counseling and 8 hours of homebuyer education.

$ 150 .....Initial intake, file setup & run credit report
1,500.....NSP pre-qualification counseling including document collection/verification AND review of final loan closing documents AND providing guidance on navigating rehab process (up to 8 hours of counseling services)
150.....Homebuyer education – 8 hour class
500.....Loan processing fee – homebuyer assistance loan
250.....Underwriting fee – homebuyer assistance loan
$2,550.....Total

EXHIBIT B
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Program Description; Background. The third round of the Neighborhood Stabilization Program ("NSP3"), under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act), appropriated $1,224,903 for the City of Avondale (the "City") to assist in the redevelopment of foreclosed homes. The U.S. Department of Housing and Urban Development ("HUD") issued regulations on October 19, 2010 (the "Regulations") specifying the activities that may be undertaken by local governments for the use of such funds. This Subrecipient Agreement secures services for a homebuyer assistance program ("Program") eligible under the Regulations. Total funding for the Program is approximately $979,923 (the "Program Funds"). It is expected that approximately 35 homebuyers will be assisted with the Program Funds. The Subrecipient will select the qualified homebuyers using one of two methods: a) 100% consumer-based program whereby the Subrecipient assists a qualified homebuyer purchase the home or b) a secondary approach whereby the Subrecipient purchases the home, refurbishes the home and resells it to a qualified homebuyer ("the Secondary Approach"). The Program is designed to be consumer driven; however, under certain circumstances the Subrecipient may utilize the Secondary Approach upon prior approval from the City for the reasons specified below.

2. Scope of Work. The Subrecipient shall implement all aspects of the Program including contract administration, marketing, Real Estate Owned ("REO") property identification, application intake and determining whether the homebuyers are qualified under the Regulations, homebuyer counseling, homebuyer education, purchase negotiation and contract transactions with REO, loan servicing and long-term compliance. The Subrecipient will implement the Program which will convert vacant, foreclosed, bank-owned and sometimes stripped-out homes into refurbished homes owned and occupied by low, moderate and middle income homeowners. The Subrecipient may select the qualified homebuyers using either the 100% consumer-based program or the Secondary Approach upon prior approval from the City. Under the consumer-based program the homes are purchased directly by the homeowners who will be guided through the process by the Subrecipient. Under the Secondary Approach the homes are purchased by the Subrecipient and resold to the homebuyer. The City may approve the Subrecipient's use of the Secondary Approach to achieve maximum homeownership including utilizing exceptional bulk purchase discounts, economies of scale related to the poor condition of one or several homes and when the Program Funds 50% initial expenditure deadline is imminent.

The Subrecipient will primarily perform the following activities in the conduct of the Program: 1) homebuyer education and counseling and 2) down payment and closing cost assistance to buyers. Approximately 35 homes will be converted in Target Neighborhoods (See *Avondale Neighborhoods Targeted for NSP3 Funds* located in Exhibit D). Homes will be purchased from banks at a discount of at least 1% (less than the current market appraised value) for individual properties and bulk or aggregate purchases of property. Eligible homebuyers are low-moderate-middle income persons with household income not greater than 120% of the HUD Area Median Income. If the homes are first acquired by the Subrecipient, the sales price to the eligible homeowner must be no greater than the cost of acquisition and rehabilitation (including delivery costs). Eligible homebuyers shall occupy the home as their primary residence. Each homebuyer assisted with Program Funds will receive and complete at least eight hours of

homebuyer education from a HUD-approved counseling agency. Homebuyers will obtain a mortgage from a lender who agrees to comply with bank regulators guidance for non-traditional mortgages. All mortgages will be 30-year fixed prevailing rate loans. Debt ratios for homebuyers may not exceed 30% for the house payment and 43% total debt (30/43). Monetary assistance provided to homeowners will be in the form of a no-interest, soft second loan which will be recaptured at the time of sale or refinance of the home (unless refinance results in lower monthly payment, no-cash out, remains a fixed rate loan and still meets debt to income ratios of 30/43). Recaptured funds will be used to assist a subsequent homeowner for the purpose of meeting long term affordability provisions of the HOME Program as stipulated in 24 C.F.R. § 91.254.

The Subrecipient will administer the Program in accordance with the HERA, its subsequent HUD regulations titled: (Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees Under the Housing and Economic Recovery Act 2008 (HERA), as amended; Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010, as amended; Title XII of Division A of the American Recovery and Reinvestment Act of 2009, as amended; Notice) and the Code of Federal Regulations 24 C.F.R. part 570, CDBG Community Development Block Grants ("CDBG") as amended by the HERA.

The Subrecipient(s) shall be responsible for all components of Program whether performed directly or under contract by a subcontractor which include but may not be limited to the following:

a. Provide technical assistance to the general public in connection with the daily operation of the Program.

b. Perform contract administration according to written administrative procedures to ensure effective, consistent implementation of the Program.

c. Market and promote the Program ensuring that all citizens have access regardless of language or other accessibility obstacles.

d. Conduct buyer recruitment process qualifying applicants for compliance with HERA and CDBG regulations and ensuring they progress to the education and counseling process.

e. Providing formal homebuyer education curriculum compliant with HERA.

f. Provide homebuyer counseling to assist new homebuyer(s) with finding a foreclosed home to buy, obtaining a mortgage lender and title company and assist buyer with all aspects of the homebuyer process as necessary.

g. Identify REO owned foreclosed properties for sale and negotiate sales contracts securing discounts in accordance with the HERA.

h. Establish working relationships with REOs and institute streamlined procedures for accessing available homes, appraisals, purchase contracts and receiving minimum discounts of 1% individually and in aggregate.

i. Assist with the acquisition of homes at a minimum 1% discount from appraised value for all homes purchased.

j. Work with City staff to coordinate rehabilitation of homes in compliance with the Minimum Basis Housing Rehabilitation Standards of the Maricopa County HOME Consortium as necessary.

k. Resell homes to qualified homebuyers at a cost no greater than the cost to acquire, rehabilitate and transfer ownership.

l. Provide grants for closing costs and loans for down payments determining assistance to homebuyer based on home affordability with respect to buyer's income and debt ratios not to exceed 30% house payment and 43% total debt (30/43).

m. Coordinate, rehabilitation of homes with City housing rehabilitation staff or other providers as necessary to postpone rehabilitation until after the home purchase.

n. Conduct environmental reviews of homes that comply with 24 C.F.R. Part 58 and lead paint assessment compliant with 24 C.F.R. Part 35 within ten days of entering into a purchase contract.

o. Coordinate inspections of homes by City staff for compliance with local building codes and Housing Quality Standards ("HQS") standards.

p. Accomplish homeownership in some cases, with prior approval by the City, by acquiring, rehabilitating and re-selling the property to a NSP3 qualified buyer. The City may approve this method to achieve maximum homeownership including utilizing exceptional bulk purchase discounts, economies of scale related to the poor condition of one or several homes and when the Program Funds initial 50% expenditure deadline is imminent.

q. Work in cooperation with other non-profit housing agencies to acquire, rehabilitate and sell foreclosed properties to NSP3 qualified buyers, ensure seamless service provision for clients, increase capacity of individual non-profit members and work cooperatively to ensure efficient transfer of clients and information between jurisdictions.

r. Prepare Deeds of Trust and Promissory Notes necessary to secure down payment and closing cost assistance as no-interest, due-on-sale loans for assisted buyers and ensuring 100% recapture of the down payment assistance to meet affordability requirement of 24 C.F.R. Part 92. The City shall be listed as the beneficiary for all loans.

s. Prepare monthly electronic progress reports for the City which lists the assisted properties and their completion status and other reports as required.

t. Prepare and submit reports, inspection records, lien releases, warranties, as required by the City.

u. Prepare semi-annual small, minority, disadvantaged, women business enterprises and labor surplus area firms and Contractor and Subcontractor Activity Reports for submission to the City as required by HUD.

v. Perform loan servicing for all loans including enforcement of loan affordability compliance.

3. Down Payment and Closing Cost Assistance. Program Funds may be used to pay down payment and closing costs for the purchase of a home by a buyer qualified according to HERA regulations. Program assistance for down payment on homes may not exceed $40,000 for buyers with household incomes at or below 50% AMI and $10,000 for buyers with household incomes from 51% to 120% AMI, and $5,000 for closing costs. A maximum of $45,000 is allowed or the amount needed to meet lender down payment requirements, whichever is lower.

4. Housing Rehabilitation. Program Funds may be used to repair and rehabilitate homes as necessary to bring them up to local building code and HQS standards. The Subrecipient will coordinate rehabilitation with City staff. In most cases, the rehabilitation should occur after the new homebuyer purchases the home.

5. Acquisition/Rehabilitation. The Program is designed to be consumer driven; however, acquisition by the Subrecipient is an eligible activity upon prior approval of the City. The City may approve this method to achieve maximum homeownership including utilizing exceptional bulk purchase discounts, economies of scale related to the poor condition of one or several homes and when the Program Funds initial 50% expenditure deadline is imminent.

6. Eligible Beneficiaries. Eligible beneficiaries of Program assistance are homebuyers with a projected annual household gross income that does not exceed 120% of the HUD Area Median Income adjusted by household size at the time the commitment is made to the prospective homeowner. Income must be determined and verified according to HUD guidelines. Homebuyers must have sufficient credit and income to obtain a sufficient mortgage to participate in the Program. Buyer must contribute a minimum of $1,000 or 1% of the sales price, whichever is higher, from their own funds. The Subrecipient will cooperate with the City to ensure outreach to City teachers and public safety personnel. The Subrecipient will cooperate with agencies currently operating City funded homebuyer assistance programs to cross refer applicants and to accept client referrals as appropriate. Qualified applicants enrolled in current City homebuyer assistance programs will be given priority for assistance with Program Funds if current program funds are expended prior to those applicants receiving assistance.

7. Eligible Property Types. Homes that have been foreclosed upon, are REO owned and located within the Target Neighborhoods as identified on the map *NSP3 Targeted Neighborhoods* located in Exhibit D. Eligible property types are single-family detached homes and townhomes.

8. Required Property Standards. Purchased homes must meet all City codes and ordinances as well as HQS pursuant to 24 C.F.R. 982.401. The Subrecipient shall inspect (or have inspected by a third party) each home prior to closing. The results of the inspection are to be documented in writing. Work required to correct City Code violations or the presence of lead-based paint must be documented. If lead is abated, lead clearance is to be performed by a certified lead clearance professional. Homes to be purchased must meet accessibility standards if prospective occupants require special accommodations.

9. Maximum Home Price. The purchase price of the homes may not exceed $300,000 and must be discounted at minimum of 1% from the current market appraised value for all properties purchased. Market appraised value is to be determined by a appraisal pursuant to the Uniform Relocation Act as further defined in the Code of Federal Regulations 49 C.F.R. § 24.103 and completed within 60 days of making an offer.

10. Minimum and Maximum Program Funds Investments. The maximum investment is $85,000. The minimum investment is $1,000.

11. Terms of Assistance to Homebuyers. Subrecipient must comply with the following terms of assistance to Program homebuyers:

a. Closing Costs Grants. Closing Costs shall be provided in the form of a grant.

b. Down Payment Loans. Down payment assistance must be offered in the form of a loan due to federal affordability requirements. A purchased home must remain occupied by the assisted low, middle, or moderate income family for a period of affordability corresponding to the level of assistance as stipulated in 24 C.F.R. Part 91.254 and indicated below or if the home is sold prior to the specified period of affordability the assistance must be paid back to the beneficiary. The City shall be listed as the beneficiary for all loans. All down payment loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property and shall have a term equal to or greater than the affordability period. The City will ensure affordability through a 100% recapture of funds. Assistance will be provided to homeowners as a no-interest soft-second mortgage that is due on sale, refinancing or if the home is no longer the primary residence of the assisted buyer. Recaptured funds will be used to assist subsequent qualified low, middle or moderate income buyers.

12. Financial Underwriting. The Subrecipient is to review all primary mortgages prior to providing the assistance to ensure the following: 1) mortgage loans are 30-year fixed interest rate loans; 2) mortgage loans are not sub-prime loans; 3) mortgage loans have reasonable interest in line with current prevailing interest rates; 4) closing costs are not excessive; 5) lender fees are not excessive; and 6) mortgage lender underwriting is using debt ratios not to exceed 30% for the housing payment and 43% for maximum total debt (30/43).

13. Subordination of Down Payment Loan to Primary Mortgage Lender. Subrecipient down payment loan should be in second lien position but may subordinate further if necessary. No Subrecipient shall subordinate its loan position for the purpose of refinancing a

primary mortgage if refinancing results in "cash-out" to the homeowner or an increase from the original monthly housing payment.

14. Eligible Costs. Eligible costs are acquisition, disposition, down payment, principle buy-down, closing costs, rehabilitation and accessibility improvements.

15. Eligible Soft Costs. Eligible soft costs include the fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, property inspection fees, housing counseling fees, homeownership education fees, Subrecipient services, lead testing services, environmental services, affirmative marketing and building permits.

16. Program Income. All program income received both during the Agreement and after Agreement expiration shall be used to assist homebuyers with purchasing homes in the City. Any activity related to the use of Program Funds will be provided in an annual report to the City.

17. Local Service Provision. The Subrecipient shall provide homebuyer education, homebuyer counseling and foreclosure prevention services locally making use of the City's public buildings and specifically the Avondale Housing Resource Center. It is understood that such services will also be provided regionally from other locations.

18. Subrecipient Homebuyer Assistance Policies and Procedures. Subrecipient shall conduct homebuyer assistance activities in compliance with Homebuyer Assistance Policies and Procedures submitted with their Proposal.

a. Staffing and Administrative Structure

b. Marketing and advertising methodology

c. Application approval and waiting list procedures

d. Financial underwriting standards (maximum debt ratio of 30/43)

e. Procurement procedures

f. Construction inspection process and payment procedures

g. Housing maintenance counseling procedures

h. Loan closing and recordation process

i. Loan servicing policies and procedures

j. Lien release procedures

k. Grievance and quality assurance procedures

l. Program income policies and procedures

m. Accounting procedures

n. Refinance and subordination policies

o. File retention procedures.

19. Liaison. The Subrecipient will be expected to maintain communication with City Staff and attend meetings as required with the City and other city, local and federal officials.

20. Schedule of Completion. Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks in conformance with the primary schedule below. The Subrecipient Agreement term is from November 22, 2011 to March 9, 2014.

The following schedule estimates the approximate timeline to assist approximately 35 homebuyers with a 100% consumer based program.

Primary Schedule of Completion – 100% Consumer Based Model	
Task (goals are cumulative)	Timeline
Begin Homebuyer Education Classes	November 30, 2011
Complete 2 Home Purchases	February 29, 2012
Complete 4 Home Purchases	April 30, 2012
Complete 10 Home Purchases	September 30, 2012
Complete 20 Home Purchases	February 28, 2013
Complete 30 Home Purchases	September 30, 2013
Complete 35 Home Purchases	January 31, 2014
Reuse Program Income if Received	March 9, 2014

21. Subrecipient
Primary Contact:

Secondary Contact:

22. City of Avondale Staffing. The City of Avondale will assign the following staff as the primary contact for Program transactions.

Sandy Lopez
CDBG Manager
1007 South Third Street
Avondale, Arizona 85323
623-333-2726
slopez@avondale.org

EXHIBIT C
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.

[Program Budget]

See following page.

Neighborhood Housing Services of Phoenix
City of Avondale NSP NFS 12-016
Homebuyer Assistance Services Budget

Assumptions:
1 client needs rehab counseling assistance (low-mod/mod)

		Required Homebuyers	Clients Counseled
10:1 pull thru for very low income		9	90
4:1 pull thru for low-mod/mod		27	108
Total clients		36	198

Low-moderate-middle income buyers:

	Total	Unit Average	NSP3 Funds	Other Funding	Source	Total
Admin	9,245	342	9,245	0		9,245
Education	5,302	196	5,302	0		5,302
Counseling	61,885	2,292	61,885	0		61,885
Lending	13,255	491	13,255	0		13,255
Marketing % Outreach	2,768	103	2,768	0		2,768
Total Per Unit Cost *excluding rehab	92,455	3,424	92,455	0		92,455

Very low income buyers:

	Total	Unit Average	NSP3 Funds	Other Funding	Source	Total
Admin	7,705	856	7,705	0		7,705
Education	4,418	491	4,418	0		4,418
Counseling	51,570	5,730	51,570	0		51,570
Lending	11,045	1,227	11,045	0		11,045
Marketing % Outreach	2,307	256	2,307	0		2,307
Total Per Unit Cost *excluding rehab	77,045	8,561	77,045	0		77,045

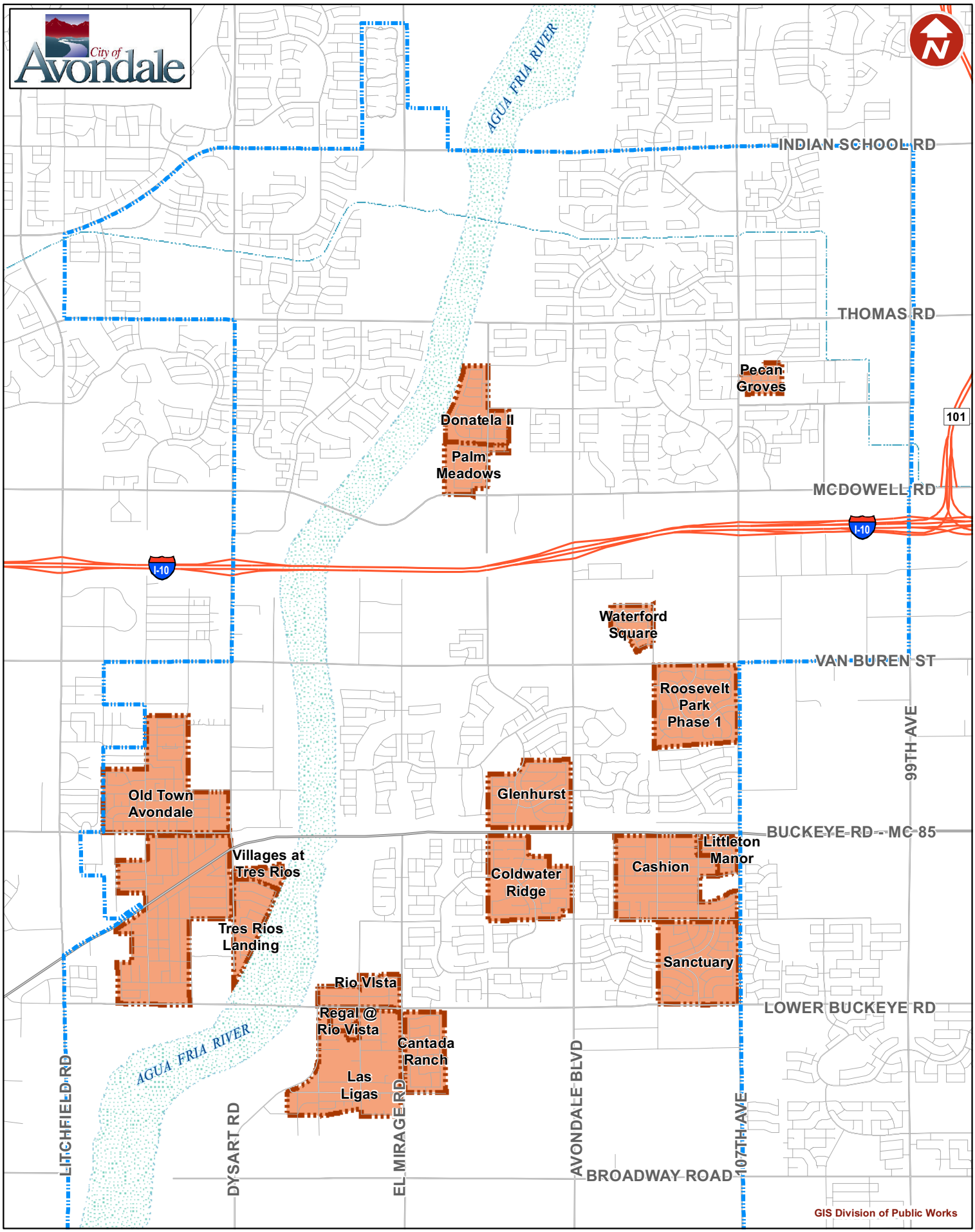
Total all income levels	**Total**	**Unit Average**
Admin	16,950	471
Education	9,720	270
Counseling	113,455	3,152
Lending	24,300	675
Marketing % Outreach	5,075	141
Total	169,500	4,708

Note: NHS Phoenix has a board approved cost allocation plan.
The cost allocation plan will be submitted to HUD by Nov. 30, 2011 for approval.

EXHIBIT D
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEIGHBORHOOD HOUSING SERVICES OF PHOENIX, INC.

[Avondale NSP3 Targeted Neighborhoods]

See following page.



scale

0 0.25 0.5 0.75 1 Miles

NSP3 Targeted Neighborhoods - February 2011

CITY COUNCIL REPORT

SUBJECT:
First Amendment to Purchase Agreement - Crafco, Inc.

MEETING DATE:
December 5, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer (623) 333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve the First Amendment to the Purchase Agreement with Crafco to purchase asphalt crack sealing compound, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Tempe currently has a contract with Crafco for providing asphalt crack sealing compound. The City of Tempe's contract contains cooperative use language which extends the use of the contract to other municipalities.

DISCUSSION:

The City has a need for asphalt crack sealing compound. On August 24, 2009, the City of Tempe entered into a contract with Crafco for the purchase of these materials. Last fiscal year, the City piggy-backed off of Tempe's contract with Crafco for the purchasing of asphalt crack sealing compound. Amendment 1 to this agreement will allow staff to (i) purchase additional materials, (ii) extend the term of the Agreement, (iii) increase the Vendor's compensation and (iv) provide a renewal provision.

The term of the original Agreement was for a period of one (1) year with an option to extend the Contract for up to four (4) additional terms of one (1) year each. To date, staff has been very satisfied with the service and material they have received from Crafco. On August 23, 2011, Tempe renewed their Agreement with Crafco through August 23, 2012, with an option to renew for up to three (3) additional one-year periods. City staff would like to continue to utilize this contract. Upon renewal, the terms and conditions of the Agreement will remain in full force and effect.

BUDGETARY IMPACT:

This Agreement is in an annual amount not to exceed $50,000. The estimated usage over the life of the Agreement is approximately $245,000, subject to budget approval. Funding for the purchase of material is available in CIP Street Fund Line Item 304-1020-00-8420, Citywide Preventative Street Maintenance.

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to the Purchase Agreement with Crafco to purchase asphalt crack sealing compound in an annual amount not to exceed $50,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- First Amendment to Purchase Agreement with Crafco

FIRST AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CRAFCO, INC.

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "First Amendment") is made as of December 5, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Crafco, Inc., an Arizona corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Tempe, Arizona, entered into Contract No. T10-006-01, dated August 24, 2009, as amended and extended (collectively, the "Tempe Contract"), for the Vendor to provide asphalt crack sealing compound. A copy of the Tempe Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City and the Vendor entered into a Purchase Agreement dated October 7, 2010 (the "Agreement"), for the Vendor to provide asphalt crack sealing compound under the terms and conditions of the Tempe Contract.

C. The City has determined that it is necessary to purchase additional asphalt crack sealing compound ("the Materials").

D. The City and the Vendor desire to enter into this First Amendment to (i) purchase additional Materials, (ii) extend the term of the Agreement, (iii) increase Vendor's compensation and (iv) provide a renewal provision.

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 Vendor hereby agree to amend the Agreement as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended through August 23, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Tempe Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Tempe Contract has been extended pursuant to its renewal options, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price

adjustments approved as part of the Tempe Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Vendor shall provide the City with the Materials on an as-needed basis pursuant to purchase orders issued by the City, at the rates and under the terms and conditions of the Tempe Contract, attached hereto as Exhibit A.

3. Compensation. For the Initial Term, the City shall increase the compensation to Vendor by $50,000.00 from $45,000.00 to an aggregate amount not to exceed $95,000.00 for the Materials at the unit rates set forth in the Tempe Contract. Thereafter, for each subsequent Renewal Term, if any, the City shall pay Vendor an annual aggregate amount not to exceed $50,000.00 for the Materials at the unit rates set forth in the Tempe Contract. The maximum aggregate amount for this Agreement shall not exceed $245,000.00.

4. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this First Amendment, the Agreement, any City-approved purchase orders, invoices and the Tempe Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this First Amendment, the Agreement or the Tempe Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any purchase order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms or conditions set forth in this First Amendment, the Agreement or under the Tempe Contract or to exercise or delay the exercise of any right or remedy provided in this First Amendment, the Agreement, the Tempe Contract, or by law, or the City's acceptance of and payment for Materials shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this First Amendment, the Agreement, the Tempe Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this First Amendment or the Agreement.

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

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

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Vendor"

CRAFCO, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of CRAFCO, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
FIRST AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CRAFCO, INC.

[Tempe Contract]

See following pages.

Contract Renewal Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T10-006-01

Issue Date: 06/08/2011
Vendor Number: 59398

Crafco, Inc.
Ed Myers
420 N. Roosevelt Avenue
Chandler AZ 85226

Contract Renewal: 08/24/2011
Through
Contract Expiration: 08/23/2012

Contract Description: Asphalt Crack Sealing Compound

Contract Term Status: 1st

Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted as noted below. In accordance with A.R.S. 35-397, the firm hereby certifies that it does not have scrutinized business operations in Iran or Sudan.

The City requires the following paragraph to be added to the above referenced contract as part of this renewal:

Legal Compliance: Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

City of Tempe Procurement Officer: Tony Allen
City of Tempe Contracts Compliance: Alicia Ruiz

Phone No. (480) 350-8548
Phone No. (480) 350-8648

To Be Completed and Signed By Contractor

Contractor's Name: Crako Inc. E-mail Address: edward.myers@crako.com

Contractor's Mailing Address: 420 N. Roosevelt Ave. Chandler AZ 85226

Contractor's Phone/FAX: Phone No. (602) 276 - 0406 Fax No. (480) 940 - 0313

Contractor's Authorized Signature _____ Date: 6/9/11

Insurance Expiration Date: **07/01/2010** Contractor must provide insurance renewal by: **As Soon As Possible**

City of Tempe Contract Renewal Acceptance

_____ 7-8-2011
City Procurement Officer Signature Date

_____ 7/10/11
Central Services Administrator Signature Date

Contract Modification Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T10-006-01

Issue Date: 07/07/2011

Effective Date: 07/07/2011

Crafco, Inc.
Ed Myers
420 N. Roosevelt Avenue AZ 85226

Contract Description: Asphalt Crack Sealing Compound

This Contract modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per the terms and conditions of the above referenced contract.

Pricing

Item No.	Item Description	New Unit Price
1.	Crafco Polyflex II	$0.395
2.	Crafco Polyflex IV	$0.395

It is the contractor's responsibility to alert the Procurement Officer within 10 days of the above noted issue date if any of the above information is not accurate.

Please note your City of Tempe contract number as shown above. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, Contact & Department, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Anthony

Procurement Officer

Michael Greene, CPM
Central Services Administrator

CONTRACT AWARD NOTICE

Tempe

Vendor ID 0000059398
CRAFCO,INC.
420 N ROOSEVELT AVE
CHANDLER AZ 85226

Contract ID T10-006-01	Page 1 of 1
Contract Date 08/24/2009 to 08/23/2011	
Description: Asphalt Crack Sealing Compound	

PO ADDRESS
20 E 6TH ST
Tempe AZ 85281
(602) 350-8324
www.tempe.gov/purchasing

Line #	Item Desc	Qty	UOM	Amt
1	Crafco Polyflex III	1.00	EA	0.329
2	Crafco Polyflex IV	1.00	EA	0.329

This Contract Award Notice is issued for the purchase of Asphalt Crack Sealing Compound per the terms, conditions, specifications and requirements of Bid # 10-006 . The contract shall remain in effect through 08/23/2011 unless extended, renewed or canceled per terms and conditions of Contract number T10-006-01. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

The Contract number T10-006-01 must appear on all receivers, invoices and statements. Invoices must be segregated by City departments and mailed directly to each City customer department. Invoices must be mailed to the following address: City of Tempe, Department and contact Person, P.O. Box 5002, Tempe,. AZ. 85280. Statements must be mailed to: City of Tempe, Accounting PO Box 5002, Tempe, Arizona 85280.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Vendor Contact: Ed Myers

Phone: 602/276-0406

Email: ed.myers@crafco.com

Anthony Allen
Procurement Officer

Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER

All terms and conditions of this Award Document are per the City's Solicitation Document

INVITATION FOR BID CITY OF TEMPE

INVITATION FOR BID NO: 10-006

BID ISSUE DATE: 06/11/2009
Commodity Code(s): 755-10; 745-80

PROCUREMENT DESCRIPTION: Asphalt Crack Sealing Compound

BID DUE DATE/TIME: **Tuesday, July 7, 2009, 3:00 P.M. MST**
Late bids will not be considered

BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, 31 E. Fifth Street, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-BID CONFERENCE (if scheduled): N/A
DEADLINE FOR INQUIRIES: Thursday, June 25, 2009, 5:00 P.M., MST

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact bid due date and time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation for Bid number referenced, and the bidder's name and address clearly indicated on the envelope/package.

Bids must be completed in ink or typewritten. The "Vendor's Offer" (form 201-B IFB) must be signed in ink. Bids by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Bidders are asked to immediately and carefully read the entire Invitation for Bid and not later than 10 days before the bid due date, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen E-mail: anthony_allen@tempe.gov Phone No: 480-350-8548
Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page (**www.tempe.gov/purchase**) and at the Procurement Office reception counter.

Submit one (1) original signed and one (1) copy of the completed bid responses for evaluation purposes. For this specific IFB, four (4) additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the City.

Michael Greene, C.P.M.
Central Services Administrator

Form 201-A (IFB)
(H:/IFB 3-2008

Vendor's Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Offer", late bid response and/or a materially incomplete response will be considered nonresponsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Company Name: Crafco, Inc.

Company Mailing Address: 420 N. Roosevelt Avenue

City: Chandler State: AZ Zip: 85226

Contact Person: Ed Myers Title: Sales Representative

Phone #: 602-276-0406 FAX #: 480-940-0313 E-mail: ~~Ed.myers@crafco.com~~ Edward.myers@crafco.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 07-195093-D or

Arizona Use Tax No.: _____

Federal I.D. No.: 86-0324978

City & State Where Sales Tax Is Paid: Chandler, Arizona

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: n/a

THIS BID IS OFFERED BY

Name of Authorized Individual (Type or Print in Ink) Ed Myers

Title of Authorized Individual (Type of Print in Ink) Sales Representative

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (Must Sign in Ink)

By signing this offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. In accordance with A.R.S. 35-391.06 and 35.393.06, et seq., the offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with bid response will be considered nonresponsive and rejected.

Signature of Authorized Offeror

July 1, 2009
Date

Form 201-B (IFB)
(H:/IFB 3-2008)
IFB 10-006

INSTRUCTIONS TO BIDDERS

Failure to follow these instructions shall result in rejection of a bid for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Bid**:

   A. Bids shall be submitted to the City of Tempe ("City") on the forms provided herein, including Vendor's Offer, form no. 201-B (IFB).

   B. Forms for offer, acceptance, price and any solicitation amendments shall be signed by an authorized signer and returned with the bid to the City.

   C. Completed and signed bid forms for offer, acceptance, price and any solicitation amendments shall constitute an irrevocable offer to sell the good and/or service specified in the Invitation for Bid. Bidder shall submit all additional data, documentation, or information as requested by the City.

   D. Negligence in preparation of a bid confers no right of withdrawal. The City shall not reimburse any costs for a bid, or its submission or presentation, for any reason.

2. **Late, Unsigned and/or Incomplete Bid:** A late, unsigned and/or incomplete bid shall be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Invitation for Bid shall be directed to the City Procurement Officer identified on the cover page of this document, form 201-A (IFB); unless another City contact is specifically named. Questions shall be submitted in writing. Inquiries must identify the Invitation for Bid number, page and paragraph at issue. However, Bidder must not place the Invitation for Bid number on the outside of an envelope containing questions. Oral responses shall have no legal or binding effect. Inquiries should be submitted no later than ten (10) days before bid opening. Those received within ten (10) days of bid opening may not be considered. The City reserves the right to contact bidders to obtain additional information for use in determining bidders' response(s) and/or solicitation requirements.

4. **Bidders Conference:** If a bidders' conference is scheduled, Bidder shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Bid**: At any time before the specified bid opening date and time, a Bidder may withdraw its bid by way of written correspondence from the Bidder or authorized representative.

6. **Bid Addendum(s):** Receipt and acceptance of a bid addendum shall be acknowledged by Bidder by signing and returning the document either with the bid or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the bid being considered nonresponsive to that portion of the Invitation for Bid and may result in rejection.

7. **Payment:** For a single requirement purchase, the City will make reasonable efforts to remit payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and approval of correct invoice. For ongoing term contract purchases, the City will make reasonable efforts to remit payment within thirty (30) calendar days from approval of monthly statement.

8. **Discounts:** Payment discounts period(s) shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later, to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. City shall be entitled to receive any payment discount offered by Vendor, if payment is made within the discount period.

9. **Compliance with Bid Solicitation Requirements:** Unless stated otherwise herein, the City reserves the right to award by individual line item, by group of items, or as a total, at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality in bid responses, or reject any or all bids, or portions thereof, or reissue this Invitation for Bid.

10. **Award of Contract:** A bid shall constitute a binding offer to contract with the City based on the terms, conditions and specifications contained in this Invitation for Bid. A Bidder shall become a Contractor only upon execution of a formal contract from the City Procurement Office ("Contract"). Unless this Invitation for Bid includes a separate contract document(s) or requires the Bidder to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Bidder. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Bids or proposed contract terms that take exception to the terms, conditions, specifications and/or other requirements stated within this Invitation for Bid shall cause the bid to be considered as nonresponsive and rejected.

11. **Taxes:** All materials, equipment and/or products shall be bid as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in bid pricing. The City is exempt from payment of federal excise tax. For bid evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-8327 or visit the web site at www.tempe.gov/salestax.

12. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Bidder may indicate on the Price Sheet of this Invitation for Bid, its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a bid.

13. **Bid Results:** Bidders may attend the scheduled bid opening at which time the name, pertinent information and prices for each bid will be publicly read (as determined appropriate by the bid opening Officer). After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab with a self-address, pre-stamped envelope, or viewed on the City Procurement Office Web Page (www.tempe.gov/purchase) within ten (10) days after bid opening. Bid tab results will not be provided over the telephone, by email or facsimile. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibleness of Bidders as will be determined during bid evaluation. Bid files are not open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer to review bid documents. Formal award recommendations with an estimated contract value over $30,000 shall be placed on the Procurement Office web page and posted at the front counter of the Procurement Office, at the time the award recommendation provided to the City Council.

14. **Protests:** Any actual or prospective Bidder who is aggrieved in conjunction with this Invitation for Bid or award may submit a protest at the City Procurement Office pursuant to City Code Sec. 26A-21. A protest based upon alleged improprieties in this Invitation for Bid that are apparent before the bid opening shall be filed prior to the bid opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of contract award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchase) and at the Procurement Office front counter for public review. Bidders and other interested parties should review the Procurement Office web page for posted award recommendations. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest shall be on the protester's company letterhead and signed by the protestor or its authorized representative.

15. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** Any bidder awarded a contract as a result of this solicitation must become a registered firm with the City prior to work start. The City has elected to create a customized W-9 form that is one and the same with the Bidder Registration Form. To complete the Bidder Registration process please go to the City's Procurement web site at www.tempe.gov/purchasing and push the link titled Bidder Registration Form. This form may be returned by FAX or e-mailed back per the instructions provided.

16. **Compliance with City Solicitation & Forms:** Any documents including, a separate contract, maintenance agreement, or training agreement, intended by the Bidder to be utilized in any resulting contract, must be submitted with bid. Any documents inconsistent with or taking exception to any of the terms, conditions, specifications and/or other requirements stated herein shall cause the bid to be considered non-responsive and rejected. No documents shall be considered unless submitted with bid for evaluation purposes and approved by the City Procurement Office.

17. **Definitions:** For purposes of this Invitation for Bid and resultant contract, the following definitions apply:

    A. "Bid" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

    B. "City" means the municipal corporation of the City of Tempe, Arizona.

    C. "Contract" means agreements for the procurement of goods, services, work, materials, construction and/or concessions.

    D. "Contractor" means an Offeror, Vendor or Bidder who has been awarded a Contract with the City.

    E. "Invitation for Bid" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

    F. "Offeror", "Vendor" or "Bidder" means a vendor, business, entity or person who submits a bid in response to a competitive solicitation.

18. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Invitation for Bid.

19. **Public Record:** Bids and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended offer(s) as determined by the City may be posted to the City's web site up to five days prior to City Council meeting.

20. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are necessary in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Bidder's proposed product(s) and/or service(s) is/are capable of performing the function.

    It is recognized that more than one method may be used to accomplish the sought after task functionality. If the Bidder has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written bid response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

    "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive Bidder. Should no Bidder be found totally responsive to all designated bid

requirements, the City at its option, may either award the Contract to the most responsive Bidder or cancel the bid and re-bid the need under revised specifications.

21. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Invitation for Bid (if included herein) and provide any documentation required to support the answers given to the Questionnaire. Questionnaire items which are designated as mandatory are required in order to satisfy a required task or performance criteria. Items listed as desirable are not required in order to be responsive to the Invitation for Bid but will be evaluated against others in making a final award.

    If supporting documentation is required, information must be provided in the sequence set forth in the Invitation for Bid. Bidder must ensure that all technical literature and/or narrative explanations must fully address the specifics of the question. Vague or disorganized supportive responses that do not allow sufficient information for evaluation purposes shall result in a bid response being rejected as nonresponsive.

22. **Confidential Information and Public Record:** After award of a Contract, bids shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq*., all records relating to the Invitation for Bid and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.

    A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.

    B. The information identified by the person as confidential shall not be disclosed until the City Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq*.

    C. If the City determines to disclose the information, the Bidder shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all bid response information shall be available for public inspection.

23. **Bid Evaluation:** Award shall be made to the lowest responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. The City shall be the sole judge as to the acceptability of the products and/or services offered.

    Evaluation criteria includes, but is not limited to:

    A. Conformity with bid specifications, performance requirements, terms and conditions, Bidder instructions and any other contractual clauses and/or requirements;
    B. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
    C. Operational and/or ergonomic compatibility with existing City resources, as applicable;
    D. Availability of competent service and prompt delivery of materials, parts and services;
    E. Possession of current legally required licenses, certifications and/or qualifications to perform the Contract;
    F. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, Bidder's financial capability to perform the Contract, and any other factors that would be advantageous to the City;
    G. Record of past performance and integrity on City and/or other public agency contracts;
    H. Production capability of equipment as determined by product samples, customer references, and/or City inspection; and
    I. Record of payment in full for all taxes due and owing.

STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions shall be followed by Bidder/Contractor. Failure to comply with these requirements shall result in rejection of a bid for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Invitation for Bid and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Contractor shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. § 49-101, *et seq*., including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", form CS-P201 (B), the Bidder certifies:

   A. The submission of the bid response did not involve collusion or other anti-competitive practices.

   B. City is an equal opportunity, affirmative action employer. Bidder hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Bidder covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99.4 and any other applicable state and federal statutes governing equal opportunity.

   C. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted offer and/or any resulting contract. In addition, the Bidder may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.

   D. The Bidder agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Invitation for Bid and resultant Contract award. Violation of this condition will be grounds for Contract termination by the City.

   E. The Bidder expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. §23-211, *et seq.,* and all laws, regulations, requirements and duties relating thereto. Bidder further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.

F. Bidder agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Bidder acknowledges that a breach of this warranty is a material breach of this Contract and Bidder is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Bidder. Bidder hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Bidder is cautioned not to commence any work or provide any materials or services under the Contract until and unless Bidder receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Any third parties requesting information related to the Contract shall be referred to the City. Contractor agrees that no information pertaining to individual persons will be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless previously authorized in writing by the City.

7. **Contract Formation**: This Contract shall consist of this Invitation for Bid document and the bid submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Invitation for Bid shall govern. The City's Invitation for Bid shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

8. **Contract Modification(s):** This Invitation for Bid may only be modified by a written solicitation addendum issued by the City Procurement Office. A resulting Contract may only be modified by a written contract modification issued by the City Procurement Office. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.

9. **Contracts Administration:** Contractor must notify the City Procurement Office contact for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor relating to this provision and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

10. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in

any subsequent Contract. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/SAVE/save-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

11. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, with such fees and costs to be included in any judgment rendered.

12. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

13. **Estimated Quantities:** This Invitation for Bid references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Invitation for Bid; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired in its sole discretion. No commitment of any kind is made by the City concerning quantities and Bidder hereby acknowledges and accepts same.

14. **Events of Default and Termination:**

    A. The occurrence of any or more of the following events shall constitute a material breach and default of this Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

        (i) Any failure by Contractor to pay funds or furnish materials and/or goods that fail to conform to any requirement of this Contract;

        (ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

        (iii) Any failure to make progress in the performance required pursuant to the Contract and/or any acts or failure to act that gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

        (iv) Any failure of Contractor to commence construction, work or services or furnish materials within the time specified herein, or to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

(i) Terminate the Contract;

(ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

(iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the jobsite or premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor(s) for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of City's remedies shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

15. **Termination for Convenience**: The City at its sole discretion may terminate this contract for convenience with 30 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.

16. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by any subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification by the City for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

17. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Bidder or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from Bidder the amount of gratuity.

18. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

19. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent contract is specifically called for in this Invitation for Bid. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

20. **Key Personnel**: Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to and approval by the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the approval of the City, replace such personnel with personnel of substantially equal ability and qualifications.

21. **Legal Compliance:** Bidder acknowledges that a breach of this warranty is a material breach of this Contract and Bidder is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all Bidders, sub-bidders and sub-sub-bidders performing work and/or services relating to the Contract to ensure compliance with this warranty.

22. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

23. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City Procurement Office.

24. **Non-exclusive Contract:** Any Contract resulting from this Invitation for Bid shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand-delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

CITY PROCUREMENT OFFICE
CITY OF TEMPE
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attention of Bidder named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach or default hereunder shall be deemed to have been waived the City, except by a written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

28. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Invitation for Bids shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the low bid material that is not recycled and the recycled Bidder is otherwise the lowest responsible and responsible Bidder, the award shall be made to the Bidder offering the recycled material; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's Invitation for Bid and sufficient funds have been budgeted for the purchase.

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

32. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, and/or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Bidder. An employee or agent of one party shall not be construed to be an employee or agent of the other party for any purpose whatsoever.

33. **Retention of Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §35-214 and §36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the City Attorney and/or City Procurement Office at no cost to the City.

34. **Rights and Remedies:** No provisions of this Invitation for Bid or in the bid shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

35. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

36. **Seller's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Invitation for Bid which occurs prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

37. **Serial Numbers:** Bids shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Survival:** Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract Term, shall survive the termination or expiration of this Contract.

41. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgement of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

42. **Unauthorized Firearms & Explosives:** No person conducting business on City property shall carry a firearm or explosive of any type. All City Bidders, Contractors and subcontractors shall honor this requirement at all times. Failure to honor this requirement shall result in Contract termination and additional penalties. This requirement applies to any and persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

43. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

A. All workmanship shall be finest and first-class;

B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,

C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City as well as the Contractor, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

44. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

45. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

46. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Invitation for Bid will be accepted for review and approval by the City.

47. **Delegated Awards**: In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the successful firm acknowledges that a final contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

SPECIAL TERMS & CONDITIONS

Bids taking exception to Special Terms & Conditions stated within this Invitation for Bid shall cause the bid to be considered non-responsive and rejected.

1. **City Procurement Document:** This Invitation for Bid is issued by the City Procurement Office. No alteration of any portion of the Invitation for Bid by a Bidder is permitted and any attempt to do so shall result in Bid being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Invitation for Bid to be valid and irrevocable for ninety (90) days after the bid opening time and date.

3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence and take effect on the date of award and shall continue for a period of two (2) year(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for 90 days beyond the stated maximum term. In addition, the City at its option may mutually renew the Contract for supplemental terms up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of two (2) months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Price Adjustment:**

   A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for six (6) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine in its sole discretion, whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for City approval of any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until six (6) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor's shall contact the City Procurement Office to assure the price increase request was received and approved.

   C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the term of the Contract and shall become effective upon the first announcement. The City shall take

advantage of any special sales discounts offered to the general public which exceeds price discounts extended to the City by the Contractor.

7. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City Procurement Office, samples will be furnished at no expense to the City. Samples must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at Bidder's request and sole expense. If no instructions are received for their return, samples will be discarded thirty (30) days after award date.

8. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Contractors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Bidder until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Bidder selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.

F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.

G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

9. **Payments - After Monthly Statement:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Cancellation of IFB 09-143

Crack Sealing Compound

No responses for solicitation 09-143 were received – documents associated with it have been sealed until the new solicitation is awarded.

IFB 10-006 replaces that solicitation.

Scope of Work

The City of Tempe is seeking to obtain bids for the supply of rubberized crack sealant for use by the Streets Division for a period of 12 months. The resulting contract is subject to renewals per the Special Terms and Conditions of this Invitation for Bid (IFB).

Material shall be Polyflex asphalt/vulcanized rubber material, Type 3 and Type 4.

Bidders may be required to furnish a sample pallet of the materials to be supplied within five (5) business days of request. All samples become City of Tempe property, unless designated otherwise by the bidder.

It is preferred that the material be packaged in polyethylene lined boxes weighing approximately forty (40) pounds and palletized on non-returnable pallets covered with a weather-resistant covering.

The following Cities have expressed an interest in cooperating in this contact. Cities and volumes are listed below. The volumes are estimated annual usages only – actual purchases will vary from these amounts

Polyflex Type 3

Location	Annual Estimated Volume
City of Tempe	75,000 pounds
Apache Junction	180,000 pounds
City of Gilbert	200,000 pounds
Total Volume	**455,000 pounds**

Polyflex Type 4

Location	Annual Estimated Volume
City of Tempe	75,000 pounds
Total Volume	**75,000 pounds**

All material shall be delivered to valley wide locations. Quoted cost is to include all delivery cost including pallets and unloading to ground level.

Bidder shall submit a copy of MSDS for all products bid.

Contract award shall be made on an all-or-none basis.

Specifications

The compound to be used shall have a maximum penetration of 150 when tested in accordance with procedures outlined by the American Association of State Highway Officials.

Sealants are single component, hot applied, elastically modified asphalt compositions, which are specifically produced as economical, yet effective pavement maintenance sealing materials for use in cracks and joints in asphalt or Portland cement concrete pavements.

Conformance Testing shall be to ASTM D5075 at the safe heating limits for the product.

Polyflex Type 3

Indicate your values for the specification in the right hand column.

Specifications – Polyflex Type 3			
Description	ASTM Standard	Required Specification	Vendor Specification
Cone Penetration	D5329	20-40	
Resilience	D5329	30% Minimum	
Softening Point	D36	210ºF (99ºC) minimum	
Ductility, 77ºF (25ºC)	D113	30 cm minimum	
Flexibility	D3111 Modified	Pass at 30ºF (-1ºC)	
Flow @ 140ºF (60ºC)	D5329	3 mm maximum	
Brookfield Viscosity @ 400ºF (204ºC)	D2669	100 Poise maximum	
Asphalt Compatibility	D5329	Pass	
Bitumen Content	D4	60% minimum	
Tensile Adhesion	D5329	400% minimum	
Safe Heating Temperature		400ºF (204ºC)	
Recommended Pour Temperature		380ºF (193ºC)	

Polyflex 4

Indicate your values for the specification in the right hand column.

Specifications – Polyflex Type 4			
Description	ASTM Standard	Required Specification	Vendor Specification
Cone Penetration @77ºF (25ºC)	D5329	10-25	
Resilience	D5329	25% Minimum	
Softening Point	D36	225ºF (107ºC) minimum	
Ductility, 77ºF (25ºC)	D113	20 cm minimum	
Flexibility	D3111 Modified	Pass at 30ºF (-1ºC)	
Flow @ 140ºF (60ºC)	D5329	0 mm maximum	
Brookfield Viscosity @ 400ºF (204ºC)	D2669	100 Poise maximum	
Asphalt Compatibility	D5329	Pass	
Bitumen Content	D4	60% minimum	
Tensile Adhesion	D5329	400% minimum	
Safe Heating Temperature		400ºF (204ºC)	
Recommended Pour Temperature		380ºF (193ºC)	

Application

The product shall be specially designed for placement in the Phoenix metropolitan area on a year-round basis.

The manufacturer shall change material design (as required) to meet seasonal weather and temperature change requirements at no added cost and shall issue a credit or exchange for out-of-season materials which are in inventory.

The material shall rapidly obtain sufficient viscosity, after application, to prevent tracking by traffic. In the event the material is being tracked after one hour, the manufacturer will replace all inventoried material with a material that will not track.

Sanding to prevent tracking is not an option.

Bid Questionnaire

1. Local sales office location:

Crafco, Inc., 420 N. Roosevelt Avenue, Chandler, AZ 85226

2. Warehouse/shipping location:

Crafco, Inc., 6975 W. Crafco Way, Chandler, AZ 85226

If you do not have a local warehouse, will vendor warehouse a minimum order shipment on a local basis if so requested?

Yes _____ No _____

3. Name and contact information for sale representative assigned to this account.

Name Ed Myers

Phone 602-206-8176 e-mail edward.myers@crafco.com

4. Product delivery time 1 to 5 days ARO.

5. Describe packaging/palletization of your product.

PACKAGING Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm^2) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

Weight per package Not to exceed 40 lbs.

Quantity per pallet 72 boxes

Approximate loaded pallet weight 2,880 lbs.

6. Does your product meet or exceed all stated specifications?

Yes X No _____

If no explain:

_____

_____

_____

7. What is the cure time, after application, to prevent tracking of product by traffic?

Cure time is dependant on ambient temperature of road, material temperature, road conditions and amount of material applied.

_____

8. What warranty do you provide on your product?

WARRANTY CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation**

9. Will you comply with all Terms and Conditions of this Invitation for Bid?

Yes X No _____

10. List three governmental or large corporate references to which you have provided similar products. Include company name, contact person and telephone number.

Firm	Contact	Phone Number
City of Goodyear	Ron Sievwright	623-882-7632
Town of Gilbert	Curtis Yardley	480-503-6419
City of Avondale	Steve Quezada	623-478-3310

IFB Checklist For Submittals

_____ One- (1) signed and complete original of the Bid response, including "Vendor's Bid Offer" (Form 201-B).

_____ Four (4) copies of vendor supplied information in bid (copy of base bid is not required)

_____ The Bid Questionnaire has been completed and included

_____ Price Information completed and included.

_____ MSDS for all items bid have been included.

_____ Any addendum(s) have been included

Company Crafco, Inc.

Pricing Section

Quantities listed on the Price Sheet are best guest estimates for evaluations purposes and do not obligate the participating Cities to order or accept more than actual needs and availability of appropriated funds permit.

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Polyflex Type 3 Rubberized Crack Sealant Material or approved equal.	455,000	Lbs	$ 0.3290	$ 149,695.00
	Manufacturer/Brand Crafco Polyflex III				
	Part Number P/N 34521				
2.	Polyflex Type 4 Rubberized Crack Sealant Material or approved equal.	75,000	Lbs	$ 0.3290	$ 24,675.00
	Manufacturer/Brand Crafco Polyflex IV				
	Part Number P/N 34526				
			Total		$ 174,370.00

* Applicable Tax 7.8 %

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

Less prompt payments discount terms of 0% 0 days/ or net thirty (30) days. (To apply after receipt and acceptance of anitemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:	City of Tempe Accounting (see Invitation for Bid for your contact person) P.O. Box 5002 Tempe, Arizona 85280 Phone: 480-350-8355	
Accounting Contacts:	Cecilia Miller	Letters A-E
	Ramona Zapien	Letters F-O
	Penny Brophy	Letters P-Z

CITY COUNCIL REPORT

SUBJECT:
Resolution 3016-1211 - Acceptance of a grant from the Arizona Department of Homeland Security for Sheltering/Volunteer Reception Center

MEETING DATE:
December 5, 2011

TO: Mayor and Council

FROM: Janeen Gaskins

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the acceptance of an Urban Area Security Initiative Grant in the amount of $3,200 from the Arizona Department of Homeland Security to support Sheltering/Volunteer Reception Center equipment and supplies and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Avondale's Fire Department has provided Sheltering and Volunteer reception center equipment to citizen preparedness groups throughout Maricopa County for more than five years. Funding support from the Department of Homeland Security has benefited residents throughout the region.

DISCUSSION:

Avondale's Fire Department submitted an application for federal funding to support the on-going Sheltering and Volunteer programs. The application requested funding support that would strengthen planning and citizen preparedness by training citizens to mobilize and manage a volunteer reception center during an emergency.

The project will enhance the deployment of training capabilities related to the CERT program and provides additional support to Homeland Security stakeholders. Funding will be used to purchase emergency operations equipment and supplies.

BUDGETARY IMPACT:

Grant funding is available in the amount of $3,200 with no match requirements. The Project Manager, Finance Grant Accountant and Grants Administration will work together to ensure compliance with all federal funding and local requirements. The Chief Information Officer will be consulted for the equipment purchases related to communications.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the acceptance of an Urban Area Security Initiative Grant in the amount of $3,200 from the Arizona Department of Homeland Security to support Sheltering/Volunteer Reception Center equipment and supplies and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3016-1211

RESOLUTION NO. 3016-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN URBAN AREA SECURITY INITIATIVE GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, the Arizona Department of Homeland Security ("AZDOHS"), has awarded the City of Avondale an Urban Area Security Initiative grant for the Sheltering/Volunteer Reception Center Project (the "Grant"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Grant.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in the amount of $3,200.00 and (ii) the execution of a subgrantee agreement between the AZDOHS and the City of Avondale relating to acceptance and administration of the Grant funds (the "Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant 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, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3016-1211

[Agreement]

See following pages.

SUBGRANTEE AGREEMENT

11-AZDOHS-HSGP- 888800-02

Enter Grant Agreement Number above (e.g., 888xxx-xx)

Between

The Arizona Department of Homeland Security
And

City of Avondale

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Avondale

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2011** and shall terminate on **September 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "Sheltering/Volunteer Reception Center Project"

Enter Title of Application

and funded at **$** 3,200.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to **$** 3,200.00 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training
The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc…or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

City Manager, Charles P. McClendon
Enter Title, First & Last Name above
City of Avondale
Enter Agency Name above
11465 West Civic Center Drive
Enter Street Address
Avondale, Arizona 85323-8606
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Avondale
Enter Agency Name above

Authorized Signature above

Charles P. McClendon, City Manager
Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

CITY COUNCIL REPORT

SUBJECT:
Resolution 3017-1211 - Acceptance of a Grant from the Arizona Department of Homeland Security for a Terrorism Liaison Officer

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the acceptance of a grant in the amount of $8,000 from the Arizona Department of Homeland Security relating to Terrorism Liaison Officers Sustainment and Enhancement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Avondale's Fire Department has used Homeland Security funding to support the Terrorism Liaison Officers for the last five years. Funding support from the Department of Homeland Security has allowed the Avondale Fire Department to maintain commitment and participate in regional TLO programs.

DISCUSSION:

Avondale's Fire Department submitted an application for federal funding to support two Terrorism Liaison Officers. This funding will allow an officer to be available 24 hours a day. The officers will participate in efforts that serve ACTIC, AZDPS, Fire and Police for Tempe, Phoenix, Glendale, Daisy Mountain, Goodyear, Buckeye, APS, Palo Verde, Chandler, Scottsdale, and Mesa. The officers will be tasked with strengthening information sharing and improving collaboration capabilities with other regional members.

BUDGETARY IMPACT:

Grant funding is available in the amount of $8,000 with no match requirements. The Project Manager, Finance Grant Accountant and Grants Administration will work together to ensure compliance with all federal funding and local requirements.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the acceptance of a grant in the amount of $8,000 from the Arizona Department of Homeland Security relating to Terrorism Liaison Officers Sustainment and Enhancement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3017-1211

RESOLUTION NO. 3017-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN URBAN AREA SECURITY INITIATIVE GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY RELATING TO TERRORISM LIAISON OFFICER SUSTAINMENT AND ENHANCEMENT.

WHEREAS, the Arizona Department of Homeland Security ("AZDOHS"), has awarded the City of Avondale an Urban Area Security Initiative grant for the Terrorism Liaison Officer Sustainment and Enhancement program (the "Grant"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Grant.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in the amount of $8,000.00 and (ii) the execution of a subgrantee agreement between the AZDOHS and the City of Avondale relating to acceptance and administration of the Grant funds (the "Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant 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, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3017-1211

[Agreement]

See following pages.

SUBGRANTEE AGREEMENT

11-AZDOHS-HSGP- 888800-01

Enter Grant Agreement Number above (e.g., 888xxx-xx)

Between

The Arizona Department of Homeland Security
And

City of Avondale

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Avondale

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2011** and shall terminate on **September 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "TLO Sustainment and Enhancement"

Enter Title of Application

and funded at $ 8,000.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to $ 8,000.00 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training
The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc…or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

City Manager, Charles P. McClendon
Enter Title, First & Last Name above
City of Avondale
Enter Agency Name above
11465 West Civic Center Drive
Enter Street Address
Avondale, Arizona 85323-8606
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Avondale
Enter Agency Name above

Authorized Signature above

Charles P. McClendon, City Manager
Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

CITY COUNCIL REPORT

SUBJECT:
Resolution 3018-1211 - Acceptance of Grant from the Arizona Department of Homeland Security relating to Community Emergency Response Team Training

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the acceptance of an Urban Area Security Initiative Grant in the amount of $17,200 from the Arizona Department of Homeland Security relating to Community Emergency Response Team training and response capability and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Avondale's Fire Department has provided CERT Training and Response programs for more than five years. Funding support from the Department of Homeland Security has benefited residents from Avondale, Buckeye, Phoenix, New River, Sun City West and Gilbert. To date Avondale has trained over 150 adults and 75 teens.

DISCUSSION:

Avondale's Fire Department submitted an application for federal funding to support the on-going CERT initiative. The application requested funding support that would strengthen planning and citizen preparedness by training citizens to take care of themselves, their family, and their community in the event of a disaster. This project will help provide a group of deployable volunteers who are trained in a variety of capabilities including: sheltering, communication, administrative support, and volunteer reception center management.

The project will expand to include community members with hearing impairments. This is a pilot program that will provide translation services to ensure that one of the most vulnerable population groups will be prepared and able to assist others during an emergency.

BUDGETARY IMPACT:

Grant funding is available in the amount of $17,200 with no match requirements. The Project Manager, Finance Grant Accountant and Grants Administration will work together to ensure compliance with all federal funding and local requirements.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the acceptance of an Urban Area Security Initiative Grant in the amount of $17,200 from the Arizona Department of Homeland Security relating to Community Emergency Response Team training and response capability and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3018-1211

RESOLUTION NO. 3018-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN URBAN AREA SECURITY INITIATIVE GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY RELATING TO COMMUNITY EMERGENCY RESPONSE TEAM TRAINING AND RESPONSE CAPABILITY.

WHEREAS, the Arizona Department of Homeland Security ("AZDOHS"), has awarded the City of Avondale an Urban Area Security Initiative grant for Community Emergency Response Team training and response capability enhancement (the "Grant"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Grant.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in the amount of $17,200.00 and (ii) the execution of a subgrantee agreement between the AZDOHS and the City of Avondale relating to acceptance and administration of the Grant funds (the "Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant 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, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3018-1211

[Agreement]

See following pages.

SUBGRANTEE AGREEMENT

11-AZDOHS-HSGP- 888201-01

Enter Grant Agreement Number above (e.g., 888xxx-xx)

Between

The Arizona Department of Homeland Security
And

City of Avondale

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Avondale

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2011** and shall terminate on **September 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "CERT Training and Response Capability"

Enter Title of Application

and funded at **$** 17,200.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to **$** 17,200.00 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training
The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc…or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

City Manager, Charles P. McClendon
Enter Title, First & Last Name above
City of Avondale
Enter Agency Name above
11465 West Civic Center Drive
Enter Street Address
Avondale, Arizona 85323-8606
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Avondale
Enter Agency Name above

Authorized Signature above

Charles P. McClendon, City Manager
Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

CITY COUNCIL REPORT

SUBJECT:
Resolution 3022-1211 - Acceptance of Grant from the Tohono O'odham Nation for Phoenix Children's Hospital

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the acceptance of a grant from the Tohono O'odham Nation on behalf of the Phoenix Children's Hospital in the amount of $50,000 to support the construction of the West Valley Specialty and Urgent Care Center in Avondale and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale has been a recipient of Tribal funding totaling more than $1 million dollars over the last eight years. Grant funding has directly benefited residents through public safety, human services and environmental preservation.

The City of Avondale and Phoenix Children's Hospital submitted a joint application to the Tohono O'odham Nation to allow for the construction of the West Valley Specialty and Urgent Care Center in Avondale. This center will provide children of Maricopa County local access to world-class pediatric healthcare. Below are other Tribal grants awarded since 2004:

Tribe	Grant Project	Awarded	Year
GRIC- Police	Video Arraignment Equipment	$117,000	2004
GRIC - Social Services	Arizona Eye Foundation Mobile Unit	$300,000	2005
GRIC - NFS - Youth	Teen Parenting Program	$345,000	2006
Ak-Chin - Public Safety	Fire Truck	$200,000	2007
GRIC- Public Safety	Swat Truck	$65,000	2008
Fort McDowell Yavapai Nation - Education	Youth Programming	$10,000	2009
Tohono O'odham Preservation/Education	Monument Hill Project	$25,000	2010
Tohono O'odham- Education	Build - A - City Student Project	$3,000	2010
Tohono O'odham - Economic/Health	Phoenix Children's Hospital	50,000	2011

	$1,115,000

DISCUSSION:

The Tohono O'odham Nation contributes grant funding to cities, towns, or counties. A non-profit organization can only apply for a grant funding through a city, town or county. The City of Avondale will need to show proof of such an agreement through a City Council approved resolution. The proposed West Valley Specialty and Urgent Care Center will:

- Improve the accessibility to full service pediatric care in the west valley
- Provide exceptional medical care to disadvantaged populations
- Build a 35,8000 square foot urgent care pediatric clinic ·
- Build a 35,700 square foot tow-story medical office building

The project will benefit more than 300,000 residents in Avondale, Goodyear, Glendale, Buckeye and other unincorporated areas of Maricopa County. Tohono O'odham requests the funding donation be recognized by branding a small area or meeting room as the“Tohono O'odham Nation Team Zone”.

The grant was awarded in the amount of $50,000. Avondale will develop a Memorandum of Understanding with Phoenix Children's Hospital to ensure that funding is spent in accordance with the grant requirements. The Tohono O'odham Nation will enter into an agreement with the City of Avondale prior to releasing grant funding.

BUDGETARY IMPACT:

Grant funding is in the amount of $50,000. There are no match requirements. The Finance Department in conjunction with Grants Administration will set up a sub-recipient account for the purposes of monitoring the grant to ensure that the funds are spent appropriately.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the acceptance of a grant from the Tohono O'odham Nation on behalf of the Phoenix Children's Hospital in the amount of $50,000 to support the construction of the West Valley Specialty and Urgent Care Center in Avondale and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3022-1211

RESOLUTION NO. 3022-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FROM THE TOHONO O'ODHAM NATION ON BEHALF OF THE PHOENIX CHILDREN'S HOSPITAL RELATING TO THE WEST VALLEY SPECIALTY AND URGENT CARE FACILITY.

WHEREAS, the City of Avondale (the "City") submitted a grant application to the Tohono O'Odham Nation (the "Nation") for Proposition 202 grant (the "Grant") on behalf of Phoenix Children's Hospital ("PCH") for the West Valley Specialty and Urgent Care Facility; and

WHEREAS, the City was designated by the Nation as the pass-through agent for the Grant award to PCH; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires accept the Grant on behalf of PCH.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in the amount of $50,000.00 and (ii) the execution of a grant-in-aid agreement between the City, PCH and the Nation relating to acceptance and administration of the Grant (the "Agreement"), substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant 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, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3022-1211

[Agreement]

See following pages.

Grant-in-Aid
Fiscal Agent Agreement
between
the Tohono O'odham Nation
and
the City of Avondale
on behalf of
The Phoenix Children's Hospital

THIS GRANT-IN-AID Fiscal Agent Agreement, ("Grant") is entered into as of the _____ day of _____, 2011, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), the City of Avondale, an Arizona municipal corporation, and the Phoenix Children's Hospital, an Arizona non-profit corporation.

R E C I T A L S

A. The Constitution of the Tohono O'odham Nation, Article VI, Section 1(f) provides that the Tohono O'odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O'odham Nation with Federal, State and local governments.

B. The Constitution of the Tohono O'odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O'odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreement on behalf of the Nation.

C. The City of Avondale is authorized to enter into this Grant pursuant to the Avondale City Charter, Article I, Section 3.

D. [Authorizing language for GRANTEE].

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

P R O V I S I O N S

1. **Purpose**. The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.

2. **Acceptance of Duties; Monies Held in Trust.** The City of Avondale agrees to perform the duties of fiscal agent, paying agent and registrar for all monies the Nation deposits with the City of Avondale for the benefit of the Phoenix Children's Hospital. The City of

Avondale shall hold this funding separate from all other monies in the possession or control of the City of Avondale. The City of Avondale shall notify the Nation, at the address set forth in Paragraph 11, that the Contribution monies are provided to the Phoenix Children's Hospital within 5 business days after the distribution is made.

3. **Contribution**. The Nation shall make a payment to the City of Avondale in the amount described in Exhibit "A" (the "Contribution") on or about December 29, 2011. The City of Avondale shall then make this funding available to the Phoenix Children's Hospital as quickly as is feasible. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.

4. **Funding**. The Contribution payment shall be delivered to the City of Avondale, without any further notice or invoice required, at the address set forth in Paragraph 11 below, upon the complete execution of this Grant.

5. **Disbursement of Contribution**. In accordance with the City of Avondale's policies and procedures and upon satisfactory documentation, as quickly as is feasible the City of Avondale will distribute the funds to the Phoenix Children's Hospital.

6. **Money Unclaimed**. In the event that the City of Avondale is unable to distribute the funding to the Phoenix Children's Hospital on or before March 1, 2012, the City of Avondale shall immediately notify the Nation and the Nation will arrange for the funding to be returned. Any interest earnings on the Contribution funding between the time the Nation deposits the Contribution with the City of Avondale and the time the City of Avondale disburses the Contribution to the Phoenix Children's Hospital shall be paid to the Phoenix Children's Hospital

7. **Consideration and Reliance**. It is acknowledged that the City of Avondale's promise to accept and disburse the funds received by the City of Avondale pursuant to this Grant is full and adequate consideration and shall render this promise to provide funding irrevocable.

8. **Fees**. The City of Avondale shall not charge the Phoenix Children's Hospital and shall waive any applicable administrative or other fees related to this Grant and shall not deduct any funds from the amount designated for contribution to the Phoenix Children's Hospital.

9. **Dispute Resolution**. The parties mutually agree that any disputes arising between either 1) the Nation or the City of Avondale or 2) the Phoenix Children's Hospital and the City of Avondale pursuant to this Grant shall be resolved through informal dispute resolution. Nothing herein is intended to be or shall be construed as a waiver of sovereign immunity by either party. In the event of a dispute between the Phoenix Children's Hospital and the City of Avondale, both the Phoenix Children's Hospital and the City of Avondale must notify the Nation within five business days. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

10. **Reports:** Unless otherwise extended by the Nation upon request of the Phoenix Children's Hospital, no later than July 31, 2012, the Phoenix Children's Hospital shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of the Phoenix Children's Hospital and may be accompanied by supporting documentation. The report shall address: (i)

changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within 30 days of the end of this Agreement.

11. **Notices**. Any notice, consent or other communication required or permitted under this Grant shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Dr. Ned Norris, Jr.
Chairman
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

and

Veronica Geronimo
Special Counsel
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

If to the City of Avondale:

Janeen Gaskins
Grant Administrator
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85340
Fax: 623-333-0100

If to the Phoenix Children's Hospital:

Karny Stefan
2929 East Camelback Road, Suite 122
Phoenix, Arizona 85016
Phone: 602-501-3210
Fax: 602-546-2644
Email: kstefan@phoenixchildrens.com

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

12. **Term of Grant**. The term of this Grant shall begin on the date of execution and shall terminate on the one-year anniversary of this Grant.

13. **Entire Grant, Waivers and Amendments**. This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Grant and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

14. **No Waiver**. Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15. **Severability**. If any provision of this Grant shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

16. **Sovereign Immunity**. Nothing in this Grant shall be deemed a waiver of any party's applicable sovereign immunity in any forum or jurisdiction.

TOHONO O'ODHAM NATION

_____
Dr. Ned Norris, Jr., Chairman
Tohono O'odham Nation

Dated_____

CITY OF AVONDALE

_____
Title

Dated_____

PHOENIX CHILDREN'S HOSPITAL

_____
Title

Dated_____

Attest:

Approved as to form and found to be within the powers and authority of the Tohono O'odham Nation

_____
Jonathan L. Jantzen, Attorney General
Tohono O'odham Nation

Additional Signatures Required

Dated_____

_____
Secretary

Approved as to form and found to be within the powers and authority of the City of Avondale under the laws of the State of Arizona.

_____
Andrew J. McGuire, City Attorney
City of Avondale

Dated_____

_____
Clerk of the Board

EXHIBIT "A"

Program	**Contribution**
West Valley Specialty and Urgent Care	$50,000.00
TOTAL	**$50,000.00**

CITY COUNCIL REPORT

SUBJECT:
Resolution 3019-1211 and Ordinance 1479-1211 - City Code Chapter 20 - Alarm Code Revisions

MEETING DATE:
December 5, 2011

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City staff is requesting approval of Resolution 3019-1211 and Ordinance 1479-1211, regarding amendment of the City of Avondale Alarm System Ordinance (Chapter 20) to (i) repeal Part II, Sections 20-38 through 20-49 relating to permitting requirements and (ii) amend certain provisions related to enforcement and penalties.

BACKGROUND:

On January 3, 2011, the City Council adopted Ordinance 1436-1111, implementing the restated City of Avondale Alarm System Ordinance, which is codified in the Avondale City Code, Chapter 20, Article III (the "Amended Alarm Code"). This ordinance also set forth the authority to implement a system for alarm registration and alarm renewal fees.

DISCUSSION:

Following adoption of the Amended Alarm Code, the City received comments and threats of litigation from the Arizona Alarm Association (the "Association") based upon the provisions therein. Specifically, the Association took exception to the provisions requiring that the Alarm Company be responsible for the penalties related to false alarms. The Association requested that the City consider alternative language shifting the burden back to the alarm customer.

Based upon the threats from the Association, the City spent considerable time analyzing the possible alternatives available. From the analysis, two options emerged: (i) verified response, in a form similar to the code adopted in Fontana, California and (ii) a hybrid version of the Amended Alarm Code by which the burden for penalties would be shared between the alarm business and the alarm user. My office prepared code amendments to implement either the version based upon the Fontana code (the "Fontana Version") or the blended hybrid modifications to the Amended Alarm Code (the "Hybrid Version").

Both the Fontana Version and the Hybrid Version were shared with the representatives from the Association. After various discussions, the Association confirmed that the Hybrid Version is an acceptable revision to address its concerns with the Amended Alarm Code. City Staff believes that it is prudent to implement the Hybrid Version for the time being to see if its implementation will achieve the desired reduction in the amount of police resources used to respond to false alarms. In the event that the desired reductions are not achieved, the City Council may later reconsider whether to implement the Fontana Version instead.

Following adoption of the Amended Alarm Code, staff began the implementation of the new Alarm System Ordinance and related contracted services, and it became apparent that implementation of Part II (Sections 20-38 through 20-49, also known as "Permitting"), requires significant staff

resources in the Police and Finance & Budget Departments. These sections of the Amended Alarm Code currently require a permitting process for alarm businesses and alarm agents which includes applications, submission of fingerprints, record checks and the issuance of an identification card to each agent. The permits must be monitored for compliance by the Finance & Budget Department and suspended or revoked, with right of appeal, for any violation of the Article.

Staff believes implementation and administration of the permitting section of the Amended Alarm Code at this time is impractical for both of the affected departments and the alarm businesses. Accordingly, both the Hybrid Version and the Fontana Version include revisions to delete the permitting requirements set forth in Part II of the Amended Alarm Code (Sections 20-38 through 20-49). Additionally, the Hybrid Version attached includes a number of other changes, mostly to the form of the document that resulted from further editing and discussions with the Association. A redlined copy of the changes between the Amended Alarm Code and the Hybrid Version is attached for your convenience.

BUDGETARY IMPACT:

Adoption of the Hybrid Version will not result in any budgetary impact. However, repeal of the permitting requirements of the Amended Alarm Code will eliminate the need to find additional financial resources to fully implement an alarm business and alarm agent permitting process.

RECOMMENDATION:

City staff recommends adoption of Resolution 3019-1211 and Ordinance 1479-1211, implementing the Hybrid Version.

ATTACHMENTS:

Click to download

- Resolution 3019-1211
- Ordinance 1479-1211
- Chapter 20
- Email from resident

RESOLUTION NO. 3019-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE ALARM SYSTEM ORDINANCE, AMENDED AND RESTATED DECEMBER 5, 2011."

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

SECTION 1. That certain document entitled the "City of Avondale Alarm System Ordinance, Amended and Restated December 5, 2011," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

ORDINANCE NO. 1479-1211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 20, POLICE DEPARTMENT, ARTICLE III, ALARM SYSTEMS, RELATING TO REGULATING THE ACTIVITIES AND RESPONSIBILITIES OF ALARM AND ALARM SYSTEM OWNERS AND BUSINESSES AND ADOPTING BY REFERENCE THE "CITY OF AVONDALE ALARM SYSTEM ORDINANCE, AMENDED AND RESTATED DECEMBER 5, 2011."

NOW, THEREFORE, **BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That certain document known as the "City of Avondale Alarm System Ordinance, Amended and Restated December 5, 2011" (the "Restated Alarm Ordinance") three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 3019-1211 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. The Avondale City Code, Chapter 20, Police Department, Article III (Alarm Systems), is hereby deleted in its entirety and replaced by the Restated Alarm Ordinance, which shall be inserted into the Avondale City Code Chapter 20, Police Department, as the new Article III.

SECTION 3. Violation of the Restated Alarm Ordinance may result in assessments up to $250 for false alarms and civil penalties up to $2,500 for violations thereof.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Restated Alarm Ordinance adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY OF AVONDALE
ALARM SYSTEM ORDINANCE,
AMENDED AND RESTATED DECEMBER 5, 2011

Division 1 - General

20-30 - Applicability.
20-31 - Definitions.
20-32 - Alarm business duties.
20-33 - Subscriber's and proprietor alarm owner's duties.
20-34 - Registration requirements.
20-35 - Alarm and alarm systems activation.
20-36 - Inspections.
20-37 - Prohibition of automatic or prerecorded messages to the city; exception.
20-38 – Violations; penalties
20-39 through 20-49 – (Reserved)

20-30 - Applicability.

This article is intended to regulate the activities and responsibilities of those persons who purchase, rent or lease alarm systems and those persons who own or operate the business of selling, renting, leasing, installing, maintaining, monitoring or servicing alarms or alarm systems. It is further intended to encourage the improvement in reliability of such alarms and alarm systems and to ensure that police department personnel will not be unduly diverted from responding to actual criminal activity as a result of responding to false alarms. This article specifically encompasses audible, monitored, robbery, burglary or panic alarm and alarm systems. The provisions of this article shall not apply to (a) alarms or alarm systems owned and/or operated by the city, county, state, or federal government and installed on premises which such entity occupies or uses for governmental purposes, (b) audible alarms affixed to automobiles or (c) smoke detectors or fire alarms in single-family residences that are not connected to an alarm monitoring company.

20-31 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Act of God" means an unusual, extraordinary, sudden and unexpected manifestation of the forces of nature, which cannot be prevented by reasonable human care, skill or foresight.

"Alarm or alarm system" means any instrument, device or system which is used for the purpose of protecting buildings, places or premises from criminal acts or unauthorized entries by warning persons of a crime or an unauthorized entry through the emission or transmission of an alarm signal including audible, monitored, and robbery, burglary or panic alarm systems.

"Alarm administrator" means a person, persons or independent contractor hired by the City to administer, control and review false alarm reduction efforts and administer the provisions of this ordinance.

"Alarm agent" means any person who is employed by an alarm business either directly or indirectly, and whose duties include selling, renting, leasing, installing, maintaining, monitoring or servicing alarms or alarm systems in or on any building, place or premises. Any person whose duties consist solely of resetting an alarm or alarm system following activation shall not be deemed to be an alarm agent.

"Alarm business" means any owner or operator of a business that sells, rents, leases, installs, maintains, monitors or services alarms or alarm systems.

"Alarm signal" means a detectable signal; audible or visual, including an inaudible (silent) signal to a central monitoring station, generated by an alarm system, to which law enforcement is requested to respond.

"Alarm system user" means any person who (which) leases, rents, purchases, or uses any alarm, alarm system, device, or service.

"Audible alarm" means an alarm or alarm system designed for the detection of a criminal act or an unauthorized entry on building, places or premises and which, when activated, generates an audible sound on the premises.

"Cancellation" means the process where response is terminated when the alarm business (designated by the alarm system user) notifies the police department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil/criminal penalty, and no penalty will be assessed.

"Common cause" means a common technical difficulty or malfunction that causes an alarm or alarm system to generate a series of false alarms within a twenty-four-hour period, for which the responsible subscriber, alarm business or proprietor alarm owner has taken action to rectify the cause of the false alarms and the alarm or alarm system generates no additional false alarms from the same common technical difficulty or malfunction for a period of thirty (30) days thereafter.

"False alarm" means any activation of an alarm or alarm system through mechanical or electronic failure, malfunction, improper installation, or the negligence of the alarm system user, his/her employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm system user or the alarm system user's agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the police department, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm or alarm system. Notwithstanding the

foregoing, a false alarm shall not include (i) an activation caused by the police department (ii) an activation for testing purposes when the police department has been given advance notice of such testing (iii) an activation which can reasonably be determined to have been caused by an act of God or (iv) other extraordinary circumstances not reasonably subject to control by the alarm system user.

"Monitored alarm" means an alarm or alarm system designed for the detection of a criminal act or unauthorized entry in a building, place or premises, and which, when activated, generates an alarm signal.

"Robbery, burglary or panic alarm" means an alarm or alarm system designed for the detection of a robbery, burglary or the commission of an unlawful act, and which, when intentionally activated by a person, generates an inaudible (silent) signal to a central monitoring station. A robbery, burglary or panic alarm may also generate an audible sound on the premises.

"Person" means an individual, corporation, partnership, incorporated association and any other legal entity.

"Proprietor alarm" means any alarm or alarm system that is not rented, leased, installed, maintained, monitored or serviced by an alarm business.

"Subscriber" means any person who rents or leases an alarm or alarm system, or purchases, rents or leases any monitored alarm or robbery, burglary or panic alarm from an alarm business.

"Verify" means an attempt by an alarm business, or its representative, to contact the alarm site and/or alarm system user by telephone and/or other electronic means, whether or not actual contact with a person is made, to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

20-32 - Alarm business duties.

(a) The duties of an alarm business shall be as follows:

(1) To comply with the registration requirements set forth in section 22-34 below with respect to each alarm or alarm system that it rents, leases, installs, maintains, monitors or services within the city.

(2) Instruct each of its alarm or alarm system purchasers and subscribers in the proper use and operation of the alarm or alarm system. Such instruction shall include all necessary instructions in turning the alarm or alarm system on and off and in avoiding false alarms.

(3) To provide each purchaser and subscriber with a copy of this article.

(4) Upon installing, maintaining or servicing an alarm or alarm system:

a. Ensure that the alarm or alarm system is installed, maintained or serviced in good working order, as applicable.

b. Take reasonable measures to prevent the occurrence of false alarms.

c. If the alarm business has agreed to provide maintenance or repair service to the alarm system, to service the alarm system within seventy-two (72) hours of a request for service.

(5) Upon renting or leasing an audible alarm:

a. Conspicuously place on the premises a tag identifying the pertinent alarm business including the telephone number to call when the alarm has been activated.

b. Maintain records of the location of all such alarms and the name and telephone number of the person and alternate to be notified whenever the alarm is activated and readily report such information to the police department upon request.

c. Inactivate or cause to be inactivated the audible alarm within fifteen (15) minutes of the notification of its activation in the event the primary and alternate contact persons cannot be contacted or do not respond within fifteen (15) minutes.

(6) Upon selling, renting or leasing a monitored alarm or robbery, burglary or panic alarm:

a. Establish a central monitoring station in order to monitor the alarm.

b. Organize its central monitoring station in order to be able to readily and positively identify the type of alarm, i.e., unlawful entry, robbery, hold-up or panic, and the exact location of each such alarm.

c. Maintain records as to each of these alarms, which shall include the name of the owner or occupant of the premises, the name and telephone number of the subscriber, a primary person and at least one alternate person responsible for responding to the premises when the alarm is activated, and information concerning whether the alarm system includes an audible alarm.

d. Attempt to verify, by calling the alarm site and/or alarm system user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, at a minimum that a second call be made to a different number, if the first attempt fails to reach an alarm system user who can properly identify her/himself to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.

e. Make notification of activated alarms in the manner prescribed by the city manager, or authorized designee, and provide all information concerning the alarm as the police department may request.

f. Arrange for the owner, subscriber or other responsible representative to go to the premises of an activated alarm, if requested by the police department, within thirty (30) minutes of the activation of the alarm, in order to be available to assist the police in determining the reason for activation and securing the premises. If the owner, subscriber or other responsible representative is not available to arrive within thirty (30) minutes of the activation, the alarm business shall notify the police and make its representatives available to assist the police in determining the reason for the activation.

(7) To ensure that, prior to doing business with citizens of the City, it has obtained: (a) a business license from the City pursuant to Chapter 13, Article III of this Code for the alarm business; and (b) a peddlers license from the City pursuant to Chapter 13, Article VIII of this Code for each alarm agent who will be soliciting business door-to-door.

(b) Alarm businesses which sell but do not rent, lease, install, maintain, monitor or service alarms or alarm systems shall not be subject to subsections (a)(1), (4), (5) or (6) of this section.

(c) Alarm businesses which monitor but do not sell, rent, lease, install, maintain or service alarms or alarm systems shall not be subject to subsections (a)(1) through (5) of this section.

20-33 – Subscriber's and proprietor alarm owner's duties.

(a) Each proprietor alarm owner shall comply with the registration requirements set forth in section 22-34 below with respect to each alarm or alarm system that the proprietor alarm owner purchases for use within the city that is not otherwise registered by an alarm business.

(b) The duties of each subscriber and proprietor alarm owner shall be as follows:

(1) Instruct all authorized personnel who place the alarm or alarm system into operation in the appropriate method of operation for locking and securing all points of entry.

(2) Maintain the alarm or alarm system in good working order and take reasonable measures to prevent false alarms.

(3) Respond to the scene of an activated alarm or alarm system within thirty (30) minutes of the alarm's or alarm system's activation, after notification by the police department or the subscriber's alarm business.

20-34 - Registration Requirements.

(a) Except as provided in subsections (b) or (c) of this section 20-34, each proprietor alarm owner shall register each alarm or alarm system that it purchases for use within the city with the police department, or authorized designee, on the form prescribed by the city manager, or authorized designee. Registration shall be made within 30 days of the installation date of the alarm or alarm system.

(b) Each alarm business shall ensure that each alarm or alarm system that it rents, leases, installs, maintains, monitors or services within the city is registered with the police department, or authorized designee, on the form prescribed by the city manager, or authorized designee. For an initial installation, registration shall be made within thirty (30) days of the installation date of the alarm or alarm system. For rented, leased or monitored alarms or alarm systems, the alarm business shall update the registration and remit a new annual registration fee if the possession of the premises at which an alarm or alarm system is maintained is transferred.

(c) Each registration application shall be accompanied by an annual registration fee in an amount established by the city council as part of the annual budget process or as otherwise adopted by city council resolution. All registrations issued pursuant to this section shall be for a period of one (1) year from the date of issue and shall be renewable annually, one (1) year from the original date of issue or renewal, as applicable, and subject to the annual registration fee. A copy of the registration shall be available within the premises protected by the alarm or alarm system and shall be available for inspection by the police department.

(d) If an alarm system user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

(e) Registration is not transferable from one user of the alarm or alarm system to another user or from one address to another address.

20-35 - Alarm and alarm systems activation.

It shall be unlawful for any person to intentionally activate any alarm or alarm system, except to warn of a criminal act or unauthorized entry on or into a premises, or to test an alarm or alarm system. If the alarm or alarm system is a monitored alarm, such testing shall not occur without notifying the alarm business. If the alarm or alarm system is a proprietor alarm, such testing shall not be conducted without giving prior notice to the police department.

20-36 - Inspections.

Every alarm and alarm system shall be inspected and serviced by the subscriber or alarm business, or the proprietor alarm owner, at least once in each eighteen-month period. The inspecting party shall maintain records for each alarm and alarm system showing dates of inspection and the name of the person making each inspection. Such records shall be kept for a minimum of two (2) years and be open upon request to the police department, or authorized designee, upon three (3) business days' notice.

20-37 - Prohibition of automatic or prerecorded messages to the city; exception.

No person shall use or cause to be used any telephone device or attachment that automatically selects or dials a published emergency telephone number or any city telephone number and then reproduces a prerecorded message or signal. This section shall not apply to a life safety alert system utilizing residential transmitting equipment designated for direct telephone access to dedicated control receiving equipment located in the city fire department.

20-38 - Violations; penalties.

The city manager or authorized designee shall have the authority to issue a citation with respect to the civil violations set forth in this section.

(a) General.

(1) When two (2) or more persons have liability to the City or are responsible for a violation of any provision of sections 20-32 through 20-37 of this article, their responsibility shall be joint and several.

(2) Each day any violation exists of any provision of sections 20-32 through 20-37 of this article or the terms and/or conditions of any permit issued under the provisions of this article exists shall constitute a separate offense.

(b) Civil violations. It shall be a civil violation, punishable as set forth below, for a person to fail to perform any act or duty required by any provision of sections 20-32 through 20-37 of this article.

(c) Civil penalties. Any person who commits a civil violation as set forth in subsection 20-38(b) above, shall be subject to a civil action in any court of competent jurisdiction to collect a civil penalty for a sum not to exceed two thousand five hundred dollars ($2,500.00) base fine for each violation. In seeking the assessment of a civil penalty, the following criteria shall be considered:

(1) The seriousness of the violation.

(2) The economic benefit, if any, resulting from the violation.

(3) Any good-faith efforts to comply with the applicable requirements.

(4) The economic impact of the penalty on the violator.

(5) Such other factors as justice may require.

(d) Violations not exclusive. Violations of this article are in addition to any other violation enumerated within this Code and in no way limit the penalties, actions or procedures that may be taken by the city for any violation of this article that is also a violation of any other provision of this Code or any other applicable law. The remedies specified herein are cumulative and the city may proceed under these or any other remedies authorized by law.

(e) Restitution. In addition to any civil penalty provided for in this article, no permit or renewal thereof pursuant to this article shall be issued to any applicant who has engaged in activity under this article without a permit in violation of the provisions of this article unless the applicant first pays the amount of permit fees for which the applicant would have been liable under the provisions of this article had the applicant been permitted. The court shall impose restitution in addition to any civil penalties.

(f) Enforcement of judgments. Any judgment for restitution or civil penalties taken pursuant to this article may be enforced as any other civil judgment.

Division 2 - False Alarms

20-50 - False alarms; warning notice.
20-51 - Police department review of false alarms.
20-52 - False alarm assessments.
20-53 - Appeal procedures for assessments.
20-54 - Grace period.

20-50 - False alarms; warning notice.

When any alarm or alarm system generates two (2) false alarms within any consecutive three hundred and sixty-five-calendar-day-period, the police department, or authorized designee, shall provide written notification by mail to (a) the subscriber and the alarm business or (b) the proprietor alarm owner, as applicable, operating the alarm or alarm system generating the false alarm(s), at the address registered with the police department, or authorized designee, that one (1) subsequent false alarm within the same period will subject such subscriber and/or alarm business or such proprietor alarm owner to assessments as provided in this article. The subscriber, alarm business or proprietor alarm owner, as applicable, may request that the City provide documentation of the two false alarms. In the event the subscriber, alarm business or proprietor alarm owner believes the information of false alarms to be incorrect, an appeal may be filed with the police chief subject to subsection 20-51(b) below.

20-51 - Police department review of false alarms.

(a) Upon the police department's, or authorized designee's, recording of a third and any subsequent false alarm(s) within any consecutive three hundred and sixty-five-calendar-day-period, the police department, or authorized designee, shall provide written notification by mail to (a) the subscriber and alarm business or (b) the proprietor alarm owner, as applicable, operating the alarm or alarm system generating the false alarm(s), at the address registered with the police department, or authorized designee, of such false alarm(s). The written notification to be provided by the police department, or authorized designee, shall (1) state the details regarding the false alarm, (2) state the amount of the penalty to be assessed pursuant to section 20-52 below, (3) set forth the process by which the subscriber, alarm business or proprietor alarm owner may appeal the assessment and (4) assess liability for the false alarm upon the subscriber first, unless the subscriber can provide evidence to the police department that the false alarm was due to defective equipment, at which time the alarm business shall become solely responsible.

(b) A subscriber, alarm business or proprietor alarm owner, as applicable, may appeal the determination of false alarms or the penalty to be assessed under section 20-52 below, as applicable, by submitting a report to the chief of police, or authorized designee, within twenty (20) days of the date of mailing of the police department's, or authorized designee's, written notification. The report shall contain:

1. A description of the action taken to discover and eliminate the cause of the false alarm(s).

2. The specific reason(s), if any, why the false alarm(s) should not be subject to an assessment. Evidence that an alarm was caused by an act of God, common cause or action of the telephone company shall constitute valid reasons why an assessment should not imposed. With respect to subscribers only, evidence that the false alarm was due to defective

equipment or other fault of the alarm business shall relieve the subscriber from liability and shall shift the responsibility to the alarm business monitoring the alarm or alarm system.

(c) If the report required in subsection (b) is not submitted within the specified time period, the subscriber, alarm business or a proprietor alarm owner shall have waived any rights to any further review or hearing and the subscriber, alarm business or the proprietor alarm owner operating the alarm system generating the false alarms shall be liable for the assessment imposed under section 20-52 below.

(d) After submission of the report required in subsection (b) above, the chief of police, or authorized designee, shall review the corrective action taken to discover and eliminate the cause of the false alarm(s) and the specific reason(s), if any, for the false alarm(s). If the chief of police, or authorized designee, determines that the corrective action taken or to be taken will substantially reduce the likelihood of false alarms or that a valid reason for the false alarm(s) has been shown, a written notice will be sent by mail to the subscriber, alarm business or the proprietor alarm owner, as applicable, at the address registered with the police department, or authorized designee, indicating that no assessment will be imposed for that particular false alarm(s). The notice shall set forth the findings and conclusions of the chief of police, or authorized designee, with respect to the review of the report submitted.

(e) If the chief of police, or authorized designee, determines that the corrective action taken or to be taken will not substantially reduce the likelihood of false alarms or that a valid reason for the false alarm(s) has not been shown, a written notice shall be sent by mail to the subscriber, alarm business or proprietor alarm owner, as applicable, at the address registered with the police department, or authorized designee, that the subscriber, alarm business or proprietor alarm owner, as applicable, is liable for the assessment imposed under section 20-52 below. The notice shall set forth the findings and conclusions of the chief of police, or authorized designee, with respect to the review of the report submitted.

20-52 - False alarm assessments.

(a) Unless waived pursuant to subsection 20-51(d) above and subject to the burden shifting provisions set forth in subsection 20-51(b)(2) above, every subscriber and every proprietor alarm owner, as applicable, shall pay to the city an assessment for each and every false alarm that occurs after the first two (2) false alarms within any consecutive three hundred and sixty-five-calendar-day-period, as follows:

Third false alarm $150.00

Fourth false alarm $200.00

Fifth or more false alarms $250.00

(b) Failure to pay such false alarm assessments within thirty (30) days from the date of the notice mailed pursuant to subsection 20-51(d) above, may result in legal action by the city, or authorized designee, to collect all unpaid fees and assessments. Such 30-day period may be tolled during the pendency of (1) an appeal to the police chief as set forth in section 20-52 above and (2) an appeal to the city manager as set forth in section 20-53 below.

(c) Failure to pay such false alarm assessments within sixty (60) days from the date of the notice mailed pursuant to subsection 20-51(e) above, shall constitute a class 1 misdemeanor. Such 60-day period may be tolled during the pendency of (1) an appeal to the police chief as set forth in section 20-52 above and (2) an appeal to the city manager as set forth in section 20-53 below.

(d) The subscriber (or the alarm business if, pursuant to subsection 20-51 (b)(2), the burden has shifted) shall be responsible for the payment of assessment(s) imposed for false alarms related to an alarm system serviced by the alarm business. The proprietor alarm owner shall be responsible for the payment of assessment(s) imposed for false alarms related to the owner's proprietor alarm system.

20-53 - Appeal procedures for assessments.

(a) Any party aggrieved by a decision of the police department, or authorized designee, made pursuant to subsection 20-51(e) above may appeal such decision to the city manager, or authorized designee. The appeal shall be requested within twenty (20) days from the date of the notice mailed pursuant to subsection 20-51(e). The appeal shall be in writing, shall be filed with the city manager, or authorized designee, and shall set forth specifically the grounds for such appeal.

(b) The city manager, or authorized designee, shall conduct a hearing in accordance with this section. The city manager, or authorized designee, may, in his or her discretion, stay any enforcement of the assessment pending final determination of the appeal. The city manager, or authorized designee, shall set a time and place for the appeal hearing as soon as practicable.

(c) The burden of proof at the hearing shall be on the appellant to establish, by a preponderance of the evidence, that the corrective action taken or to be taken will substantially reduce the likelihood of false alarms or that a valid reason for the false alarm(s) had been shown. The city manager, or authorized designee, shall hear such testimony and consider such evidence as is relevant to the determination of such issues. The city manager, or authorized designee, shall not be bound by technical rules of evidence or procedure in conducting the hearing.

(d) The city manager, or authorized designee, shall render a written decision within thirty (30) days after the hearing is concluded based on the evidence presented by

the city and the appellant. The decision of the city manager, or authorized designee, shall be final.

20-54 - Grace period.

All newly installed or reinstalled alarms and alarm systems shall not be subject to the provisions of this article relating to the counting and assessment of false alarms for a period of thirty (30) days from the date the alarm or alarm system becomes operational. For the purposes of this section, "reinstalled" means the installation of a new control panel.

20-55 – Police Department delegation of Duties.

Except as otherwise provided in this section, the chief of police is authorized to delegate to the alarm administrator, or to any other authorized designee, all duties of the police department as set forth in this article. Except as specifically set forth herein, the chief of police may not delegate any duty specifically reserved to law enforcement.

Carmen Martinez

From:	Charlie McClendon
Sent:	Wednesday, November 30, 2011 11:23 AM
To:	Carmen Martinez
Subject:	FW: from Jim Bieber

Please attach to Alarm Ordinance item.

From: James Bieber [mailto:jimbieber@cox.net]
Sent: Wednesday, November 30, 2011 11:17 AM
To: Charlie McClendon
Subject: from Jim Bieber

Hello Mr. McClendon,

I have just read a story by David Madrid about Avondale's false-alarm ordinance. Assuming that it is accurate, it is alarming to see you back away from the position where you were right. As soon as the alarm company saw the possibility that you would attack their profits, they got belligerent and threatened to sue.

I am 73 years old and have seen a lot of things happen thru the years yet the one idea that I have always held dear to is this "Where there is profit, there is responsibility". The alarm company already has seen the need to change the way they handle alarms and this is good but a little late. It should have been their policy from the beginning.

They need to continue to make any changes that they need to make based on alarms that turn into false alarms, find the cause and get it fixed. They want their monthly fee but don't want any responsibility for the additional expenses that Avondale has already incurred or will incur in the future.

They can set up a contingency fund to pay the city for the cost of false alarms. Based on their shown efforts, you could allow a fixed number of false alarms based on a percentage of the total number of subscribers they have. Don't back away from a fair confrontation. Doesn't the looser in this type of confrontation have to pay all legal expenses? They need to feel what Avondale has already felt, $300,000.

A city cannot run being scared of threats or fear will always prevail. When a consumer has a problem with anything that they have bought, the onus is always on the one getting paid. This should be no different.

As the saying goes, GIVE EM HELL HARRY.

Regards,
Jim Bieber
11328 W Ashland Way
Avondale, AZ 85392
623-877-9526

CITY COUNCIL REPORT

SUBJECT:
Resolution 3021-1211 and Ordinance 1481-1211 - Amendment to Chapter 16 of the Personnel Policies and Procedures Manual - Information and Communications Technology Policy

MEETING DATE:
December 5, 2011

TO: Mayor and Council

FROM: Rob Lloyd, CIO/IT Director (623) 333-5011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting Council adoption of a resolution declaring as a public record the "December 5, 2011 Amendment to the City of Avondale Personnel Policies and Procedures Manual" amending Chapter 16, Information and Communications Technology Policy, and an ordinance adopting the same.

BACKGROUND:

Chapter 16 of the City's Policies and Procedures addresses information and communications technologies. The policy was written in 2003 and partially updated in 2006. The technical references have grown out of date and the policy has highly prescriptive sections that are no longer valid.

The Information Technology (IT) Department worked with City departments through the City's IT Steering Group to complete a rewrite of Chapter 16. This new version brings the City's technology policies and practices current while addressing the operational needs of the organization. Over 50 edits to the drafts resulted from departments, as well as from City Council at the November 21 Council Work Session.

DISCUSSION:

The policy proposed addresses the City's technology and communications needs in the following structure:

1. Appropriate Use by employees, including social media and informal communications;
2. Information and Systems Security requirements, auditing, incident handling, and IT asset acquisition;
3. Technology Asset Allocation, which applies replacement lifecycles, capital budgeting for technology equipment, and allowances to accommodate emerging mobile computing demands;
4. Records Administration intent and guidance; and
5. IT Protocols and Guidelines, consisting of Administrative Policies that will execute Chapter 16 administratively.

The new Chapter 16 is designed to remain applicable into the future. The policy addresses high-level aims. Specific operational guidelines will be managed through Administrative Procedures e.g., specific password length and complexity requirements, incident response process and contacts, reimbursement and stipend amounts which can be reviewed and updated as appropriate.

BUDGETARY IMPACT:

The new Chapter 16 Policy changes the computer allocation definitions and processes. Some reduction in total computer inventory and cost is expected. Replacement lifecycles for servers, networking equipment, and reprographic equipment will also be updated and made uniform, which will affect replacement schedules in the City's Annual Budget and Financial Plan.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution declaring as a public record the "December 5, 2011 Amendment to the City of Avondale Personnel Policies and Procedures Manual" amending Chapter 16, Information and Communications Technology Policy, and an ordinance adopting the same.

ATTACHMENTS:

Click to download

- Resolution 3021-1211
- Ordinance 1481-1211
- Chapter 16

RESOLUTION NO. 3021-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "DECEMBER 5, 2011 AMENDMENT TO THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL."

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

SECTION 1. That certain document entitled the "December 5, 2011 Amendment to the City of Avondale Personnel Policies and Procedures Manual," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

ORDINANCE NO. 1481-1211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE "DECEMBER 5, 2011 AMENDMENT TO THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL;" AMENDING THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL, CHAPTER 16.

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

SECTION 1. That certain document known as the "December 5, 2011 Amendment to the City of Avondale Personnel Policies and Procedures Manual," three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 3021-1211 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. The City of Avondale Personnel Policies and Procedures Manual (the "Personnel Manual"), Chapter 16, is hereby deleted in its entirety and replaced by the December 5, 2011 Amendment to the City of Avondale Personnel Policies and Procedures Manual, which shall be inserted into the Personnel Manual as a new Chapter 16.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the December 5, 2011 Amendment to the City of Avondale Personnel Policies and Procedures Manual adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

DECEMBER 5, 2011 AMENDMENT TO THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL

CHAPTER 16
Information and Communications Technology Policy

A. Policy Statement

The City shall maintain its information and communications technology environment to enable efficient, secure, legally compliant, and effective work by staffs. The function of the Information Technology Department (IT) is to fulfill these technology, communications, and collaboration needs in a well-planned manner.

B. Key Definitions

1. ***Access Control—*** Limits placed on the ability to interact with networks, hardware, and/or software. Limits can be physical or logical in nature, affecting access to computing hardware, resources on data networks, entry into and use of business software, and ability to work with data.
2. ***De Minimis Use—*** Personal employee use of City IT resources that is nominal, irregular, and within ethics laws.
3. ***Information Systems—*** Computer hardware, software, storage, networking, procedures and processes used in the collection, processing, storage, sharing, or distribution of information.
4. ***Information Security Officer (ISO)—*** City employee designated by the Chief Information Officer to serve as the point-of-control for technology-related security issues. The individual and their backup are designated in IT Department employee listings.
5. ***Malware—*** Any code, script, or other software that disrupts proper operation of systems, provides unauthorized access to network and/or systems, gathers/shares information without knowing consent, or otherwise causes undesired and compromising activity.
6. ***Mobile Devices—*** Mobile communications and computing devices, such as cellular-based smartphones, tablet computers, and portable personal network cards/peripherals.
7. ***Password—*** A sequenced combination of characters and numbers used to confirm that a user requesting access to a network or system is permitted to do so. Typically, a unique name (*user ID*) is paired with a password to manage access. The password, known only to the user who generated it, is entered to verify identity. A password is deemed "strong" if requirements for length, character use, and pattern are met.
8. ***Private and Sensitive Data—*** Information defined by statute, policy, or regulation as warranting controls over access, storage, release, modification, destruction, loss, and/or misuse.
9. ***Technology Assets and Resources—*** The City's computers, servers, mobile devices, printers, computing peripherals, software and licenses, technology vendor contracts, and services agreements.

C. Information and Communications Technology Usage

1. Privacy—No person using City technology and communications resources has any right or claim to privacy. Conduct on City resources, at City facilities, and/or during work time is subject to monitoring and recording as approved by the City Manager, or his authorized designee.

2. Misuse of Assets. Misuse of technology assets and resources may result in discipline up to and including termination.
3. Appropriate Use—City employees shall use City technology assets and communications resources in a professional, legal, and ethical manner. The following are expressly prohibited:
   a. Originating or relaying materials that discriminate or causes discrimination as defined under local, state and Federal laws;
   b. Originating or relaying intimidating, hostile, and/or threatening communications;
   c. Altering messages to attribute and relay incorrect information;
   d. Violating copyrights;
   e. Knowingly introducing malware and security risks in the City technology and communications environment;
   f. Accessing the files and communications of others without prior approval by the City Manager, or his authorized designee;
   g. Using City technology and communications resources to benefit personally, apart from employment terms; and
   h. Using City technology assets and communications resources for any political purpose other than for the City's own political purposes as approved by the City Manager, or his authorized designee.
4. Personal Use—The technology and communications resources of the City are for business use. However, De Minimis Use is permitted if extenuating circumstances exist and provided the employee does not violate Federal or State laws. It is the responsibility of the employee to ensure the limits on personal usage of public assets are understood prior to making such use.
5. Informal Communications—Instant messaging, cellular voice mail, and text messages are informal means of communication to be used only for coordination purposes. Technological and practical limitations prevent effective preservation and maintenance of any records created by such informal communications. Therefore, these tools and services shall not be used to circumvent Arizona Public Records laws and corresponding retention schedules.
6. Preventative Monitoring—IT shall maintain solutions to prevent malware and to filter materials of a discriminatory and/or illegal nature. As activities of these types are detected, IT will treat employee conduct as supervisory issues for managers and the Human Resources Department to address.
7. Social Media—Government presence on social networking sites represents commitment to engaged and transparent communications. The City recognizes social media improve interaction between governments and their constituencies. Therefore, the City shall maintain a presence on selected social media sites through its Community Relations and IT Departments for the purpose of outreach. These efforts shall also support access options for disabled community members.
   a. Purpose. The City of Avondale's blogging and social media accounts will display the City logo, as designated by the Community Relations Department.
      Social media accounts will serve four primary purposes:
      i. Certifying valid information from the City;
      ii. Referring visitors to the City website;

iii. Promoting City-sponsored events; and
iv. Providing information during emergencies

b. Leveraging Across Media. The City's social networking accounts will be designed to drive traffic to the City's website as the primary source of information.
   i. The City will maintain a community page presence on selected social media sites to engage the maximum number of constituents. The sites selected will change as determined by the Community Relations Department
   ii. Department directors desiring blog and/or social network accounts separate from the City account must submit a request to the Community Relations Department detailing the following:
      a. Target audience;
      b. Purpose of separate account;
      c. Reasoning why the main account does not meet needs; and
      d. Employees who would be designated to manage the account

c. Access. Content masters may be granted access to the City's content management and social media account(s) by the Community Relations Department. Employees granted access may publish items and are responsible for their use. Employees should link to items to the City website for more information.

d. Responsiveness. City employees authorized to manage the City's blog(s) and social media accounts shall be responsive to constituents who communicate with the City. Responses to the public will be timely, professional, and consistent with existing protocols. Every effort must be made to ensure that information is correct upon publication due to instant dissemination to a wide audience.

e. Retention. The use of online interactive tools does not supersede compliance with State records retention law. As a standard, the City's policy is to not retain social media site information beyond the site's allowances or the termination of the City's account. To facilitate, posts via social media should not be original and, whenever possible, should link to materials maintained according to appropriate retention schedules.

f. Notice. Like email, communications via social media sites are public record. Because visitors may not be aware of public records laws, the City should include the following statement on its blog(s) and social network site(s): *"Use of or communication through this site creates a public record under Arizona law to which you have no right of privacy or confidentiality. Your use of or any communication made through this site may be subject to monitoring and removal, and you should assume that any use of or communication made through this site can and will be seen by a wide audience. Your use of or any communication made through this site is at your own risk. The City of Avondale has no obligation and will make no effort to protect any information received through this site from disclosure to or misuse by any third party."*

g. Administering Comments. All comments and materials posted under the City's social media accounts must comply with the Terms of Use of the site or sites hosting the City' social media accounts. Where possible, social media accounts shall be set to email comments to a City email account(s) to facilitate retention of the record according to the corresponding retention schedule. The City encourages thoughtful

discussion of City issues and will remove or edit comments only in the following cases:

i. Use of obscenities;
ii. Use of language that targets or discriminates against race, ethnicity, religion, color, gender, age, sexual orientation or national origin;
iii. Defames or libels a person or group;
iv. Includes material protected by copyright in violation of copyright laws;
v. Promotes or advertises services or products; and/or
vi. Solicits monetary contributions or donations to any cause economic, political, social or otherwise.

h. Website Policies— Any citizen or business information that is received by the City through the City's social media accounts is public information and is subject to public records law. The City shall make no effort to protect any such information that is received through the City's social media accounts from misuse by any third party. The City Attorney, Community Relations Department, Human Resources Department, and IT will be responsible for jointly creating and maintaining policies for compliance with applicable public records laws.

i. Personal Use. Employees may not maintain personal blog(s) and/or social media networking site(s) using City technology assets and communications resources. Employees must never use their City email accounts or passwords in conjunction with their personal blog(s) and/or social networking site(s). Misuse of technology assets and resources may result in discipline up to and including termination.

j. Telecommuting. Support for employees to work from home can benefit City services and operations by improving staffing flexibility in desired situations. As granted by the City to sustain operations, IT shall maintain the ability for required employees to remotely and securely access the City network to perform essential job functions. Specialized costs in addition to core network services are to be addressed by the requesting department and IT.

D. Information and Systems Security

1. Intent—The IT Department shall ensure the City's technology and communications environment is secure, reliable, and usable.

a. Information Security Officer. The City shall name an Information Security Officer (ISO) and a backup to coordinate information security efforts, address security incidences as they occur, and complete investigations approved by the City Manager, Chief Information Officer, or either's authorized designee(s).

b. Access. Permissions shall be based on an assessment of the City's potential exposure to unauthorized access, theft, destruction, alteration, or misuse of information resources.

i. The IT Department shall be responsible for coordinating third-party security requirements placed on the City, including by State and Federal agencies.
ii. Security and controls shall be applied in a least-permissive manner. Employees, interns, volunteers, and contractors shall be granted only those rights needed to perform their assigned duties and to perform required administrative tasks.

iii. Critical technology assets and resources—e.g., servers, security gateways, network equipment, system consoles— shall be physically secured in secure areas with access logging. Security designs must be approved through IT.
iv. Only personnel authorized by IT shall have access to the City Data Center, network closets, server rooms, control centers, or network operation centers.
v. The Human Resources Department, Facilities Division, and IT shall coordinate a program for badges and physical access controls for the City.

a. Access Forms. All employees, volunteers, interns, contractors, and others users of the City IT resources shall be required to sign an acknowledgement of the City's Information and Communications Technology Policies.
   i. Signed employee, volunteer, and intern forms are to be maintained by the Human Resources Department.
   ii. Signed contractor forms are to be maintained by the Information Technology Department.
b. Notification. Hiring managers and supervisors must submit signed forms to IT at least three work days prior to the arrival, reassignment, and separation of all employees, interns, and volunteers.
c. Secure Computing. All computing devices connecting to City technology networks and assets must have appropriate countermeasures installed and active as deemed appropriate by IT under applicable agreements or standards. Countermeasures must include the following:
   i. Anti-malware, anti-virus, email scanning, and firewall software/hardware.
   ii. Secure password usage.
   iii. Set to purge or lock device if an incorrect password is used excessively.
   iv. Active permissions allowing IT to remotely wipe City information.
   v. Pre-boot encrypted hard-drives for City-owned computers.

2. Incident Response—IT shall be the central authority for computer and data security.
   a. Definition. An incident is defined as any event wherein the security of City data, hardware, software, and/or network is potentially compromised. This includes suspected malware infection, loss/theft of a computer(s), loss/theft of data media, discovery of inappropriate sharing of private and confidential data, etc.
   b. Employee Responsibility. City employees and departments are responsible for notifying the IT Help Desk and/or Information Security Officer of any malware infections, hardware loss, or data loss upon discovery.
   c. Coordination. The IT Department shall notify the City Attorney of any security incident that rises to the level of security breach, as defined under Arizona law. The City Attorney and IT Department will coordinate to fulfill legal requirements as needed. In such an event, the responsible department shall be first to cover expenses to address the breach.
3. Technology Acquisitions— The IT Department shall serve as the central authority for acquisition, asset management, and licensing compliance of City technology assets. City departments shall work with the IT Department to minimize redundant technology purchases in favor of enterprise-wide, secure, and economical approaches. The IT Department, Finance Department, and City Attorney shall jointly ensure the City's interests are protected in technology-related contracts.

a. Approval. All technology hardware, software, and services for use by the City must be approved through the IT Department prior to procurement and purchase.
b. Procurement. The IT Department shall have a voting member on all procurement selection committees for software, technology hardware, and/or technology services. The role of IT in procurements is to ensure successful integration and execution of technology-related projects, systems, and services. All technology related purchases must comply with the requirements of the Avondale Procurement Code (Municipal Code, Chapter 25) and Procurement Administrative Policy.
c. IT Asset Management. IT shall be responsible for the following IT Asset Management functions:
   i. Accepting delivery of technology assets.
   ii. Maintaining accurate asset inventories and tracking.
   iii. Complying with all appropriate licensing requirements.
   iv. Disposing of hardware in an environmentally-responsible manner.
   v. Restricting software, hardware, and services that unnecessarily compromise the security and/or reliability of the City's information technology environment.
   vi. With the Finance Department, maintaining cost allocation and capital plans for the City's software licensing, hardware replacements, and central services funds.

4. Audits. IT will ensure the City's compliance for secure computing and licensing.
   a. IT shall conduct periodic audits of physical, network, system, data, application, and operational information systems security. Results will be shared with the City Manager, or his authorized designee, and department directors for corrective action.
   b. IT should periodically review and verify licensing for systems to verify the City meets required obligations and limits under its service agreements and contracts.
5. Review of Use. Requests to examine use of City technology and communications resources must be approved by the City Manager, Human Resources Department, or either's authorized designee(s).

E. IT Asset Allocation

1. Computers—
   a. Primary Use Computers. Centrally allocated computers shall be those consigned to employees for the primary performance of their duties. Computers are to be budgeted and assigned on a one computer per FTE basis.
   b. Special Use Computers. Special Use hardware are those devices deemed necessary by departments for specific, non-convenience uses—e.g., grant-funded programs, Council Chambers, library patron use, unique public safety and public works field applications, et al. Special Use computers must be approved by IT prior to purchase and paid for from respective department operating funds, unless otherwise arranged through the Finance Department.
   c. Standard Specifications. The Information Technology Department is charged with responsibility for setting standard specifications for computers, and including assignment of desktop/laptop/virtual units.
   d. Lifecycle. Computers are to be managed, inventoried, and maintained through IT Computers shall be replaced on an equipment lifecycle defined by the IT Department

in administrative procedures. The lifecycle shall balance costs and the usable life of equipment.

e. Inventory Recovery. Computers replaced shall be reclaimed by the IT Department for secure disposal, ensuring equipment has not been lost/stolen, and for removing assignments of licensed software. Departments may temporarily retain replaced computers in special circumstances, as approved by the IT Department.

f. Technology Replacement Fund. Replacement costs for Primary Use computers shall be budgeted for and charged to departments as part of the City's annual capital plan. Cost allocations shall be set in the City's budget by the Finance and Information Technology Departments, with Council and City Manager approval.

2. Servers, Communications Hardware, and Reprographic Equipment—

a. Efficient Deployment. Servers, telecommunication equipment, and multi-function printers/copiers/scanners shall be managed, inventoried, and maintained through IT. All departments are responsible for minimizing costs while meeting functional needs in specific areas of the City organization.

b. Special Uses. Departments may request and pay for specialized equipment and service in specific areas through IT. Special Use equipment must be approved by IT prior to purchase and paid for from respective department operating funds, unless otherwise arranged through the Finance Department.

c. Lifecycle. Servers, telecommunication equipment, and multi-function printers/ copiers/scanners shall be replaced on an equipment lifecycle defined by the IT Department in administrative procedures. The lifecycle shall balance costs and the usable life of equipment.

d. Technology Replacement Fund. Replacement costs for servers, communications hardware, and reprographic equipment shall be budgeted for and charged to departments as part of the City's annual capital plan. Cost allocations shall be set in the City's budget by the Finance and Information Technology Departments, with City Council and City Manager approval.

3. Mobile Communications and Computing—

a. Provision. Mobile devices should not be purchased by the City except for special needs. Technology Stipends should be used as the standard solution to address needs for key department personnel to be reachable and/or have extra mobility for work purposes. Departments are responsible for minimizing costs while meeting these functional needs.

b. Approval Process. Requests for stipends and reimbursements should be submitted by department directors to IT, the Human Resources Department, and the City Manager, or his authorized designee, for approval. Hourly employees may not access City resources outside of working hours unless otherwise approved by their respective department. Mobile communications and computing devices should be paid for from respective department operating funds, unless otherwise arranged through the Finance Department.

F. Records Administration

1. Intent. IT shall maintain City information and data to support operating needs, including disaster recovery and business resumption. Standards shall be set between the City Clerk

and IT to meet requirements and standards set by ARIZ. REV. STAT., Title 39, and departmental needs.

2. Archiving and Recovery. IT shall configure systems to save data and information to recover from corruption and loss. Recovery will include full, incremental, and differential backups to allow the City to restore to past days, weeks, months, and years as required by records retention schedules published by the Arizona Library and Archives and administered by the City Clerk, as feasible. IT is charged with conducting backups, testing backups for the ability to successfully restore systems and information, ensuring the ability to resume business in the event of a disaster, and maintaining the ability to retrieve information from required legacy files and formats.
   a. Email. Email will be saved per the applicable City administrative procedure, or per then current records retention schedules published by the Arizona Library and Archives. Folders will be provided for longer-term storage as determined necessary by the City Clerk and departments.
   b. Files. Electronic files will be saved per the City administrative procedure, or per then current records retention schedules published by the Arizona Library and Archives, whichever is shorter. Archived files will consist of most recent backup copies and year-end copies.
   c. Databases. Databases will be saved per the City administrative procedure, or per then current records retention schedules published by the Arizona Library and Archives, whichever is shorter. Archived databases will consist of most recent backup copies and year-end copies.
3. Records Hold. All records, including electronic data, shall be retained pursuant to State law and City policy. When engaged in or in anticipation of litigation, the City Manager, or his authorized designee, may place a "litigation hold" on any data. The hold will require maintaining certain data for longer periods than required by any other State law or policy. As litigation holds may vary from matter to matter, the extent of any such hold will be specified by the City's attorney that is litigating the particular matter.

G. IT Protocols and Guidelines

1. Administrative Policies and rules shall be reviewed and updated at least annually to ensure they continue to meet the requirements of the City and its departments.
2. The IT Department shall maintain and publish operating guidelines to employees via the City Intranet. Standard guidelines include those of the following:
   a. Standard specifications for computers used by employees by utilization type—e.g., administrative computers, GIS/developer/engineer workstations, and semi-rugged and fully-rugged computers
   b. Support for Mobile Communications Devices
      i. Advanced support for smartphones and tablet computers
      ii. Supported service for access to City email, schedules, and contacts
      iii. Supported online storage services for saving work for backup and public records searched
      iv. Supported note-taking and mark-up applications
      v. Supported wireless access methods
   c. Security Standards

i. Security Signature Forms
ii. Password Complexity and Expiration
iii. Incident Response and Monitoring Processes
iv. Access Audits

d. Technology Reimbursements and Stipends
   i. The City Manager, or his authorized designee, shall set technology and telecommunications stipend/reimbursement standards for the City to address eligibility, stipend and reimbursement rates, approval process, and authorization forms to be used.

1630972.1

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1476-1211 - Authorizing the Acquisition of Real Property for Public Use at Indian Springs Road and Avondale Boulevard

MEETING DATE:
December 5, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer (623) 333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance authorizing the acquisition of real property at Indian Springs Road and Avondale Boulevard for public use and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On October 6, 1997, Maricopa County (County) acquired additional right-of-way (ROW) to widen Indian Springs Road east of El Mirage Road. On May 14, 1997, the County acquired ROW for a portion of Avondale Boulevard needed for bridge construction over the Gila River. These ROW parcels are within the City of Avondale jurisdiction. On November 22, 2010, Council approved the PIR Development Agreement which included provisions for infrastructure improvements such as water and sewer service.

DISCUSSION:

The Indian Springs Road east of El Mirage Road and Avondale Boulevard ROW remnants are needed for maintenance of roadways, construction of water and sewer pipelines to serve PIR and facilitate future development of the area. Staff contacted the County and the County agreed to quit claim these remnants to the City.

The Indian Springs Road ROW consists of two (2) curvilinear parcels adjoining both sides of the original 80 foot wide roadway easement within the PIR development, reaching from El Mirage Road east about 2,100 feet to the south side of the Baseline Road alignment. These parcels of ROW vary from 10 feet to 48 feet wide and encompass a combined area of 3.06 acres.

The Avondale Boulevard ROW consists of an approximate 270 foot by 197 foot diamond shaped 1.22 acre area located at the south end of the bridge adjacent to Flood Control District of Maricopa County property.

BUDGETARY IMPACT:

The proposed acceptance of the ROW will have no budgetary impact on the City.

RECOMMENDATION:

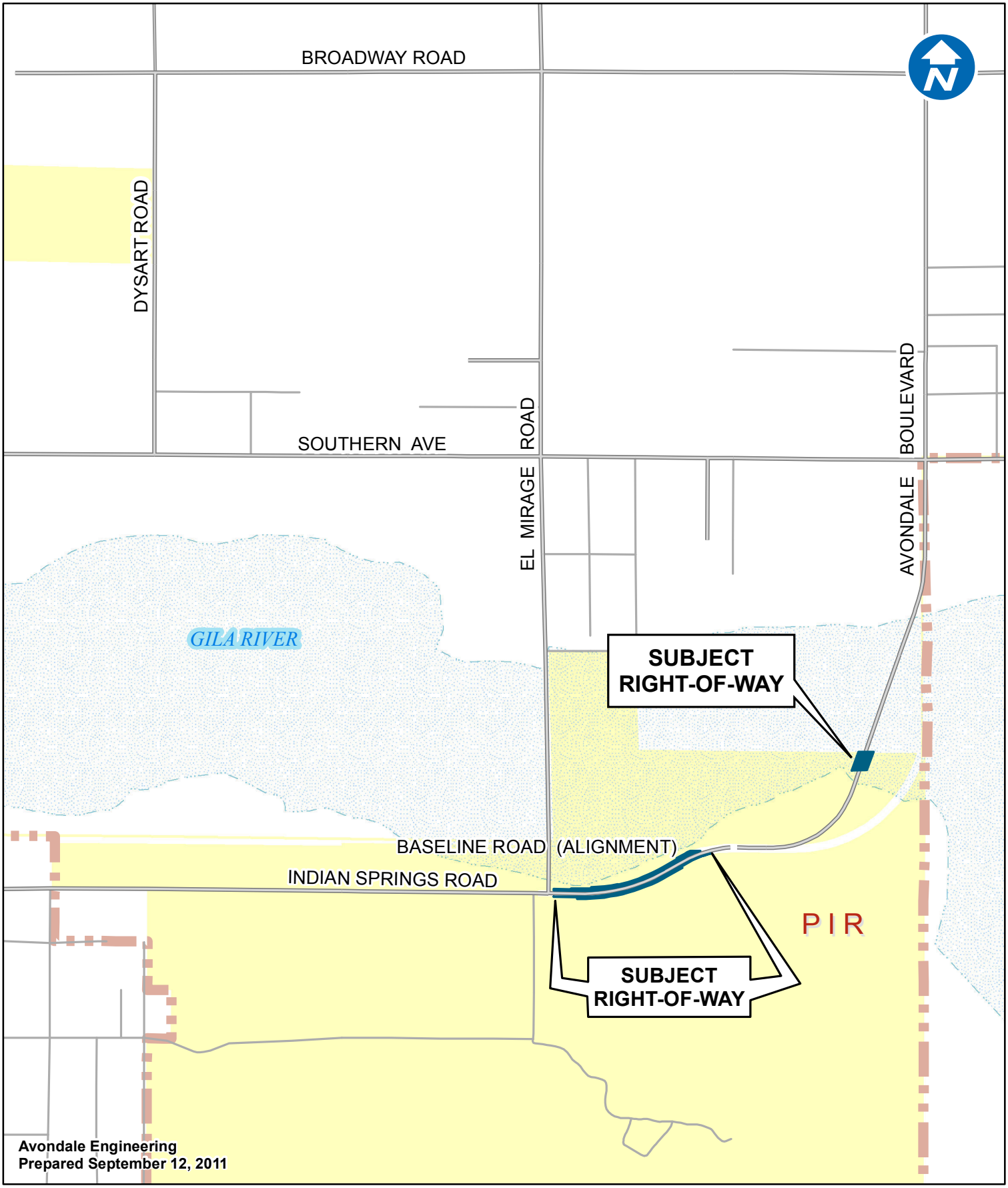
Staff recommends that City Council adopt an ordinance authorizing the acquisition of real property at Indian Springs Road and Avondale Boulevard for public use and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1476-1211

VICINITY MAP



0 500 1,000 2,000 Feet

RIGHT-OF-WAY REMNANT PARCEL LOCATIONS

ORDINANCE NO. 1476-1211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article 1, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of applicable law; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to provide for the maintenance of roadways, construction of water and sewer pipelines to serve Phoenix International Raceway and the future development of the area along Indian Springs Road, from El Mirage Road to Baseline Road and a portion of Avondale Boulevard at Gila River Bridge (the "Project"); and

WHEREAS, the Project requires the acquisition of real property where insufficient right-of-way currently exists; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property comprising ± 4.17 acres contained within multiple parcels, generally located along Indian Springs Road, from El Mirage Road to Baseline Road and a portion of Avondale Boulevard at Gila River Bridge, in Avondale, Arizona, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein by reference (the "Acquisition Property") necessary for the completion of the Project; and

WHEREAS, Maricopa County, the owner of all of the Acquisition Property necessary for the Project has agreed to quit claim the right-of-way to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition of the Acquisition Property is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed

separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 1476-1211

[Maricopa County Quit Claim Deed]

See following pages.

WHEN RECORDED RETURN TO:
Maricopa County Department of Transportation
Real Estate Division

EXEMPT ARS 42-1614, A3

QUIT-CLAIM DEED

Project No.: TL00l
Conveyance of Roadways to
City of Avondale
AV-Sec-01

For the consideration of Ten Dollars and other valuable considerations, I or we, Maricopa County, a political subdivision of the State of Arizona, GRANTOR, do hereby quit-claim to the City of Avondale, a Municipal Corporation, GRANTEE, all portions together with all rights, interests and appurtenances associated with those certain roadways, which were conveyed to Maricopa County and described as follows:

SEE EXHIBITS "A" and "B"
FOR ROADWAY CONVEYANCE
Attached hereto and incorporated herein

Dated this _____ day of _____, 2011.

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

Before me, _____,Notary Public in and for said County, State of Arizona, on this day personally appeared _____, known to me to be the person whose name is subscribed to the forgoing instrument as Chairman of the Board of the Political Subdivision in the forgoing instrument, and as such he acknowledged to me that he executed the same for said Board, for the purposes and consideration therein expressed, as its free act and by each of them voluntarily executed.

Given under my hand and seal of the office this _____day of _____, 2011,

My Commission Expires_____ _____
Notary Public (signature)

APPROVED AS TO FORM and within the powers
and authority granted under the laws of the State of Arizona
and Maricopa County

_____
Legal Counsel

Project No.: TL00l
Conveyance of Roadways to
City of Avondale
AV-Sec-01

ACCEPTED:

MARICOPA COUNTY BOARD OF SUPERVISORS (GRANTORS)

By: _____
Chairman of the Board

Project No.: TL00l
Conveyance of Roadways to
City of Avondale
AV-Sec-01

ACCEPTED BY:

"City"

CITY OF AVONDALE, an Arizona
municipal corporation

by: _____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

ACKNOWLEDGEMENTS

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on_____, 2011, by Marie Lopez Rogers, the Mayor 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: _____

W.O. TL00l
Conveyance of Roadways to The City of Avondale
SEC-01

Maricopa County Roadway Interest Lying Within
The City of Avondale

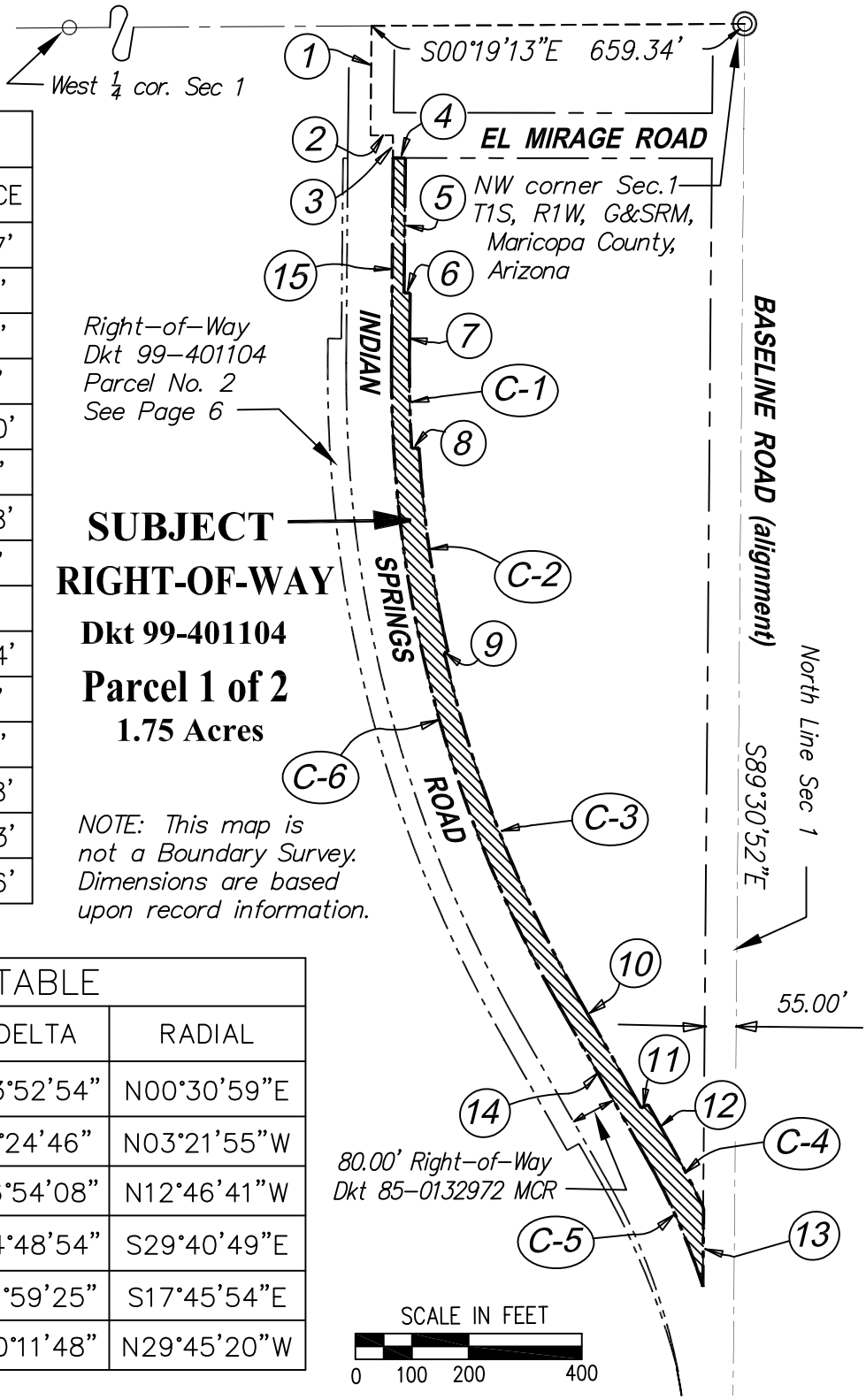
That Maricopa County roadway lying within the Avondale City limits, lying within Section One (1), Township One (1) South, Range One (1) West, in the G&SRM, Maricopa County, Arizona; said roadway together with the interests, rights and appurtenances, being that certain roadway listed herein and more particularly shown and attached hereto as follows:

That portion of Indian Springs Road beginning from El Mirage Road to Baseline Road
As described in the Items and shown on the exhibits attached hereto as;

EXHIBIT "A"
Special Warranty Deed, 1999-0401104

LINE TABLE		
NO	BEARING	DISTANCE
1	S89°33'32"E	193.47'
2	N00°19'13"W	39.47'
3	N89°40'47"E	40.00'
4	N00°19'13"W	21.61'
5	S89°29'01"E	238.30'
6	N00°30'59"E	10.62'
7	S89°29'01"E	123.28'
8	N03°21'55"W	13.12'
9	S12°46'41"E	6.56'
10	N60°19'11"E	224.74'
11	N29°40'49"W	13.12'
12	N60°19'11"E	82.46'
13	S89°30'52"E	138.08'
14	S60°14'40"W	309.03'
15	N89°33'32"W	363.36'

CURVE TABLE				
NO	RADIUS	LENGTH	DELTA	RADIAL
1	2230.97'	151.14'	03°52'54"	N00°30'59"E
2	2217.85'	364.36'	9°24'46"	N03°21'55"W
3	2224.41'	656.20'	16°54'08"	N12°46'41"W
4	1496.06'	125.73'	04°48'54"	S29°40'49"E
5	1185.92'	248.18'	11°59'25"	S17°45'54"E
6	2251.83'	1186.78'	30°11'48"	N29°45'20"W



City of Avondale

ENGINEERING DEPARTMENT

EXHIBIT MAP

INDIAN SPRINGS ROAD RIGHT OF WAY
Parcel No.1– DKT 1999–0401104 MCR

DATE: 11–15–2011
DSN:
DRN. LS
CHK:

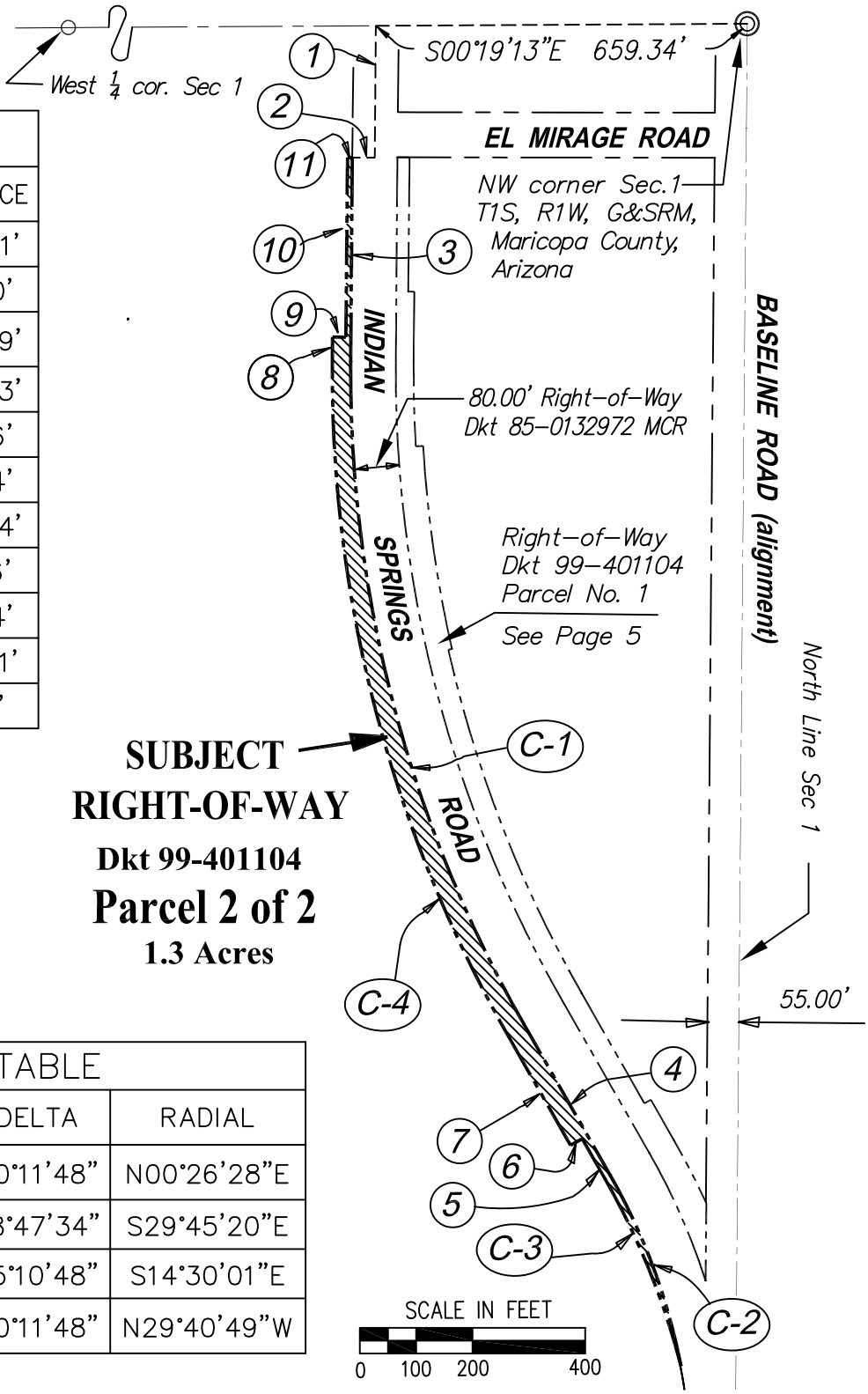
PROJECT NAME
R/W S. of Gila River
MCDOT Project No. TL001

PAGE: 1 OF 2

LINE TABLE		
NO	BEARING	DISTANCE
1	S89°33'32"E	234.01'
2	S00°26'28"W	40.00'
3	S89°33'32"E	362.29'
4	N60°14'40"E	309.03'
5	S60°19'11"W	82.46'
6	S29°40'49"E	23.74'
7	S60°19'11"W	224.74'
8	N89°29'01"W	41.26'
9	N00°30'59"E	23.74'
10	N89°29'01"W	318.71'
11	N00°19'13"W	8.39'

NOTE: This map is not a Boundary Survey. Dimensions are based upon record information.

Refer to MCDOT Project No. 68832 for multiple centerline geometries.



CURVE TABLE				
NO	RADIUS	LENGTH	DELTA	RADIAL
1	2331.83'	1228.95'	30°11'48"	N00°26'28"E
2	1105.92'	362.74'	18°47'34"	S29°45'20"E
3	1355.76'	359.19'	15°10'48"	S14°30'01"E
4	2375.33'	1251.87'	30°11'48"	N29°40'49"W

City of Avondale

ENGINEERING DEPARTMENT

EXHIBIT MAP

INDIAN SPRINGS ROAD RIGHT OF WAY

Parcel No.2 – DKT 1999–0401104 MCR

DATE: 11–15–2011
DSN:
DRN. LS
CHK:

PROJECT NAME
R/W S. of Gila River
MCDOT Project No. TL001

PAGE: 2 OF 2

WHEN RECORDED RETURN TO:
Maricopa County Department of Transportation
Right of Way Division

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

99-0401104 04/28/99 11:18

JANIE 1 OF 1

EXEMPT ARS 42-1614, A3

SPECIAL WARRANTY DEED

Parcel No.: 400-01-001C
Project No.: 68832 – 116th Avenue Bridge at the Gila River
Item No.: Z3-0065 (TC)

For the consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, I or we, **PHOENIX SPEEDWAY CORP.**, a Delaware corporation, GRANTORS, do hereby convey to Maricopa County, a political subdivision of the State of Arizona, the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION
SEE ATTACHED EXHIBIT "B" FOR "RIGHT OF WAY CONTRACT"

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record and to matters that would be revealed by an accurate survey and inspeciton of such real property, the GRANTORS warrant the title against all acts of the Grantor herein and none other.

Dated this 6th day of October, 1997.

James C France
~~Grantor~~ Grantor

STATE OF ~~ARIZONA~~ Florida)
)ss.
COUNTY OF ~~MARICOPA~~ Volusia)

Before me, Dawn L. Gilmore, Notary Public in and for said County, State of ~~Arizona~~ Florida, on this day personally appeared James C. France known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of the Corporation described in the foregoing instrument, and as such he/~~she~~ acknowledged to me that he/~~she~~ executed the same for said Corporation, for the purpose and consideration therein expressed, as its free act and deed and by each of them voluntarily executed.

Given under my hand and seal of office, this 6th day of October, 1997.

My Commission Expires 2/11/2001

Dawn L. Gilmore
Notary Public (signature)

Recommended for approval Tony Chavez
Right-of-Way Agent
(See reverse side for approval signatures)

STATE OF FLORIDA NOTARY PUBLIC
DAWN L. GILMORE
My Comm. Exp. 2/11/2001
Bonded By Service Ins
No. CC614791
Personally Known | | Other ID

ACCEPTED:
MARICOPA COUNTY BOARD OF SUPERVISORS

By _____
Chairman of the Board

_____
Right-of-Way Acquisition Manger

ATTEST:

Date OCT 22 1997

_____
Clerk of the Board of Supervisors

EXHIBIT "B"
RIGHT OF WAY CONTRACT

Parcel No.: 400-01-001C
Project No.: 68832 – 116th Avenue Bridge
at the Gila River
Item No.: Z3-0065 (TC)

WHEREAS in consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the Grantor and Maricopa County. No further consideration is being paid than described in this contract.

THE COUNTY OF MARICOPA AGREES:

A. To use the real property described in Exhibit "A" for the general welfare and benefit of the public.
B. To pay the Grantor the sum of Ten Dollars ($10.00) as payment in full for the property described in Exhibit "A".

THE GRANTORS AGREE:

1. To grant a Special Warranty Deed for the real property described in Exhibit "A" to the County of Maricopa for the general welfare and benefit of the public.
2. To accept the sum of Ten Dollars ($10.00) as payment in full for the property described in Exhibit "A".

GRANTOR JCF **DATE** 10/6/97

Parcel No.: 400-01-001C
Project No.: 68832 - 116th Avenue Bridge at the Gila River
Item No: Z3-0065 (TC)

EXHIBIT "A"

Phoenix Speedway Corp., a Delaware corporation

Two parcels of land lying within the North one-half (N1/2) of Section One (1), Township One (1) South, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

PARCEL NO. 1: COMMENCING at the Northwest corner of said Section One (1); THENCE South 00°19'13" East along the West line of said Section a distance of 200.966 meters (659.34 feet) to a point on the centerline of Indian Springs Road; THENCE South 89°33'32" East along said centerline a distance of 58.971 meters (193.47 feet) to the Point of Intersection with the centerline of El Mirage Road; THENCE North 00°19'13" West along the centerline of El Mirage Road a distance of 12.031 meters (39.47 feet); THENCE North 89°40'47" East a distance of 12.192 meters (40.00 feet) to a point on the East line of El Mirage Road, said point being also the TRUE POINT OF BEGINNING; THENCE North 00°19'13" East along said East line a distance of 6.587 meters (21.61 feet); THENCE South 89°29'01" East a distance of 72.633 meters (238.30 feet); THENCE North 00°30'59" East a distance of 3.236 meters (10.62 feet); THENCE South 89°29'01" East a distance of 37.577 meters (123.28 feet) to the Point of Curvature of a 680.000 meter (2230.97 foot) radius curve to the left; THENCE 46.068 meters (151.14 feet) along the arc of said curve, through a central angle of 03°52'54"; THENCE North 03°21'55" West a distance of 4.000 meters (13.12 feet) to a point on a 676.000 meter (3317.85 foot) non-tangent radius curve to the left, the radial point bears North 03°21'55" West; THENCE 111.057 meters (364.36 feet) along the arc of said curve, through a central angle of 09°24'46"; THENCE South 12°46'41" East a distance of 2.000 meters (6.56 feet) to a point on a 678.000 meter (2224.41 foot) non-tangent radius curve to the left, the radial point bears North 12°46'41" West; THENCE 200.009 meters (656.20 feet) along the arc of said curve, through a central angle of 16°54'08" to a Point of Tangency; THENCE North 60°19'11" East a distance of 68.501 meters (224.74 feet); THENCE North 29°40'49" West a distance of 4.000 meters (13.12 feet); THENCE North 60°19'11" East a distance of 25.134 meters (82.46 feet) to a Point of Curvature of a 456.000 meter (1496.06 foot) radius curve to the right; THENCE 38.322 meters (125.73 feet) along the arc of said curve, through a central angle of 04°48'54" to the South line of the North 16.764 meters (55.00 feet) of said Section One (1); THENCE South 89°30'52" East along said South line of the North 16.764 meters (55.00 feet) a distance of 42.088 meters (138.08 feet) to a point on the existing Northerly right of way line of Indian Springs Road said point being also a point on a 361.468 meter (1185.92 foot) non-tangent radius curve to the left, the radial point bears South 17°45'54" East;

THENCE continuing along said right of way line 75.644 meters (248.18 feet) along the arc of said curve, through a central angle of 11°59'25"; THENCE continuing along said right of way line South 60°14'40" West a distance of 94.192 meters (309.03 feet) to a Point of Curvature of a 686.358 meter (2251.83 foot) radius curve to the right; THENCE continuing along said right of way line 361.732 meters (1186.78 feet) along the arc of said curve, through a central angle of 30°11'48" to a Point of Tangency; THENCE continuing along said right of way line North 89°33'32" West a distance of 110.752 meters (363.36 feet) to the TRUE POINT OF BEGINNING.

PARCEL NO. 2: COMMENCING at the Northwest corner of said Section One (1); THENCE South 00°19'13" East along the West line of said Section a distance of 200.966 meters (659.34 feet) to a point on the centerline of Indian Springs Road; THENCE South 89°33'32" East along said centerline a distance of 71.326 meters (234.01 feet); THENCE South 00°26'28" West a distance of 12.192 meters (40.00 feet) to a point on the existing South line of Indian Springs Road, said point being also the TRUE POINT OF BEGINNING; THENCE along said right of way line South 89°33'32" East a distance of 110.427 meters (362.29 feet) to a Point of Curvature of a 710.742 meters (2331.83 foot) radius curve to the left; THENCE continuing along said right of way line 374.583 meters (1228.95 feet) along the arc of said curve, through a central angle of 30°11'48"; THENCE continuing along said right of way line North 60°14'40" East a distance of 94.192 meters (309.03 feet) to a Point of Curvature of a 337.084 meter (1105.92 foot) radius curve to the right; THENCE continuing along said right of way line 110.563 meters (362.74 feet) along the arc of said curve, through a central angle of 18°47'34" to a point on a 413.236 meter (1355.76 foot) non-tangent radius curve to the left, the radial point bears South 14°30'01" East; THENCE 119.060 meters (359.19 feet) along the arc of said curve, through a central angle of 15°10'48" to a Point of Tangency; THENCE South 60°19'11" West a distance of 25.134 meters (82.46 feet); THENCE South 29°40'49" East a distance of 7.236 meters (23.74 feet); THENCE South 60°19'11" West a distance of 68.501 meters (224.74 feet) to a Point of Curvature of a 724.000 meter (2375.33 foot) radius curve to the right; THENCE 381.571 meters (1251.87 feet) along the arc of said curve, through a central angle of 30°11'48" to a Point of Tangency; THENCE North 89°29'01" West a distance of 12.577 meters (41.26 feet); THENCE North 00°30'59" East a distance of 7.236 meters (23.74 feet); THENCE North 89°29'01" West a distance of 97.143 meters (318.71 feet); THENCE North 00°19'13" West a distance of 2.559 meters (8.39 feet) to the TRUE POINT OF BEGINNING

Containing 3.056 acres or 133,106 square feet more or less

(NOTE: 1 meter = 3.2808 feet)

GRANTOR JCF **DATE** 10/6/97
EXHIBIT "A"
Page 2 of 2

19990401104
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.
Attest: 08/16/2011 04:42:07 PM

By _____ Recorder

To verify this purchase visit
http://recorder.maricopa.gov/cert.aspx?id=48800

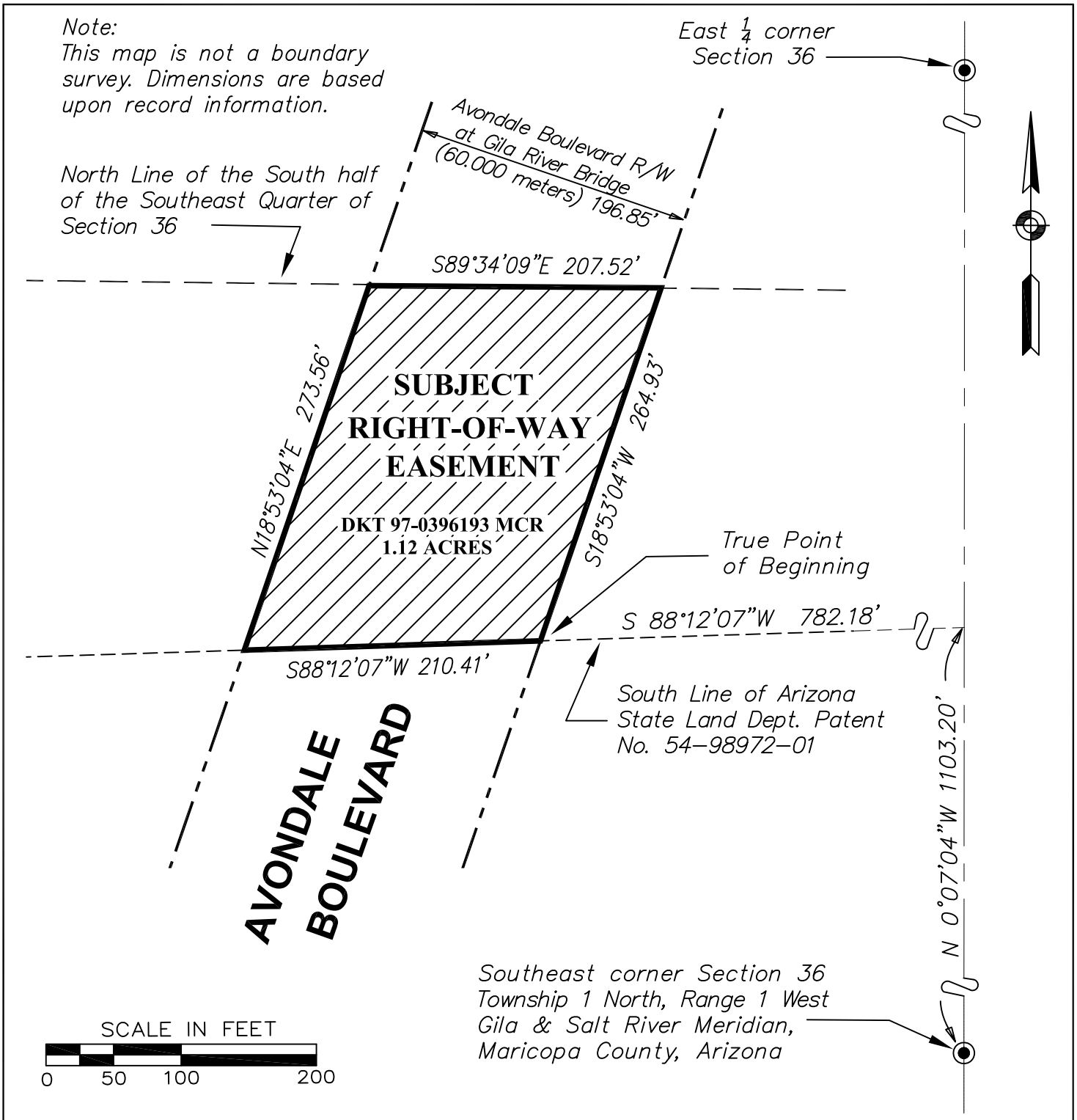
W.O. TL00l
Conveyance of Roadways to The City of Avondale
SEC-36

Maricopa County Roadway Interest Lying Within
The City of Avondale

That Maricopa County roadway lying within the Avondale City limits, lying within Section Thirty-Six (36), Township One (1) North, Range One (1) West, in the G&SRM, Maricopa County, Arizona; said roadway together with the interests, rights and appurtenances, being that certain roadway listed herein and more particularly shown and attached hereto as follows:

That portion of Avondale Boulevard at Gila River Bridge
As described in the Items and shown on the exhibits attached hereto as;

EXHIBIT "B"
EASEMENT & AGREEMENT FOR HIGHWAY PURPOSES, 1997-0396193



City of Avondale

ENGINEERING DEPARTMENT

EXHIBIT MAP
AVONDALE BOULEVARD
RIGHT-OF-WAY EASEMENT
Docket 1997-0396193 MCR
MCDOT Project No.: TL001
Conveyance of Roadways to City of Avondale

DATE: 11-15-2011 DSN: DRN. LS CHK:	PROJECT NAME Right-of-Ways S OF GILA RIVER PAGE: 1 of 1

WHEN RECORDED, INTEROFFICE MAIL TO:
Maricopa County Department of Transportation
Right-of-Way Division

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
97-0396193 06/12/97 03:19
CHRISTINA 1 OF 3

EASEMENT AND AGREEMENT FOR HIGHWAY PURPOSES

Parcel No.: 500-69-N/A
Project No.: 68832 - 116th Avenue Bridge at the Gila River
Item No.: Z3-0064 (TC)

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a municipal corporation and a political subdivision of the State of Arizona, **GRANTOR**, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **MARICOPA COUNTY**, a political subdivision of the State of Arizona, its successors, and assigns, **GRANTEE**, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, regrade, level, fill, drain, pave, elevate, build, maintain, repair and rebuild including changing the grade, a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

SEE EXHIBIT "A" ATTACHED

To have and to hold the said easement and right-of-way unto **GRANTEE** forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And **GRANTOR** hereby covenants that it is lawfully seized and possessed of this aforementioned tract or parcel of land; that **GRANTOR** has a good and lawful right to sell and convey it; and that **GRANTOR** will warrant the title and quiet possession thereto against the lawful claim of all persons, subject to easements of record; that **GRANTOR** accepts the consideration paid hereunder as full payment for all damages to their property including any severance damages resulting from the grant of this easement and right-of-way.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the **GRANTOR**.

(See Reverse Side For Agreement and Signatures)

NOW THEREFORE, in consideration of the same and further consideration hereinafter set forth, it is agreed, that this instrument contains the entire agreement between the parties hereto and there being no further consideration paid than herein specified.

GRANTEE AGREES:

1. To use the property described herein for the general welfare and benefit of the public.

GRANTOR AGREES:

1. To grant an easement for the property described herein to **GRANTEE** and/or its agents for the general welfare and benefit of the public.
2. That acceptance of this dedication in no way obligates **GRANTEE** to construct or maintain a roadway within the right-of-way granted by this document.

RECOMMENDED FOR APPROVAL:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Recommended by:

Stanley L. Smith 5-8-97

Stanley L. Smith, Jr., P. E. Date
Interim Chief Engineer and
General Manager

5/8/97

Jim L. Schwartzmann Date
Manager, Land Management Division

ACCEPTED AND APPROVED:

MARICOPA COUNTY

Recommended by:

Thomas R Buick

Thomas R. Buick, P. E. Date
Chief Public Works Officer,
Transportation Director, and
County Engineer

Eric B. Hoffman 5/20/97

Eric B. Hoffman Date
Real Estate Administrator

Approved and Accepted:

By: MAY 1 4 1997
Chairman, Board of Directors Date

Approved and Accepted

By: MAY 1 4 1997
Chairman, Board of Supervisors Date

ATTEST:

By: MAY 1 4 1997
Clerk of the Board Date

ATTEST:

By: MAY 1 4 1997
Clerk of the Board Date

Parcel No.: 500-69-N/A
Project No.: 68832 - 116th Avenue Bridge at the Gila River
Item No: Z3-0064 (TC)

EXHIBIT "A"

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a municipal corporation and a political subdivision of the State of Arizona

A parcel of land lying within the South one-half (S1/2) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section Thirty-six (36); THENCE North 00°07'04" West along the East line of said Section a distance of 1103.20 feet to a point on the South line of Arizona State Land Department Patent No. 54-98972-01; THENCE South 88°12'07" West along said South line a distance of 782.18 feet to the TRUE POINT OF BEGINNING; THENCE continuing South 88°12'07" West a distance of 210.41 feet; THENCE North 18°53'04" East a distance of 273.56 feet to a point on the North line of the South one-half of the Southeast one-quarter (S1/2 of SE1/4) of said Section Thirty-six (36); THENCE South 89°34'09" East along said North line a distance of 207.52 feet; THENCE South 18°53'04" West a distance of 264.93 feet to the TRUE POINT OF BEGINNING.

(NOTE: 1 meter = 3.2808 feet)

INITIAL TC 4-7-97

GRANTOR _____ DATE 5/14/97

EXHIBIT "A"
Page 1 of 1

19970396193
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.
Attest: 08/16/2011 04:39:32 PM

By _____ Recorder

To verify this purchase visit
http://recorder.maricopa.gov/cert.aspx?id=48799

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Resolution 3015-1211 – Coldwater Depot Minor General Plan Amendment (PL-11-0151)

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Adoption of a Resolution amending the General Plan Land Use Map designation of property from Mixed Use to Employment.

PARCEL SIZE: Approximately 41 Gross Acres

LOCATION: Northwest corner of Van Buren Street and 127th Avenue (Exhibits C and D)

APPLICANT: Ms. Catherine Thuringer, Trammell Crow Company, (602) 285-3104

OWNER: Mr. Donald J. Mahoney, Coldwater Industrial Associates LLC, (602) 285-3101

BACKGROUND:

The City Council adopted the General Plan on June 17, 2002 and it was subsequently ratified by the voters on September 10, 2002. A significant component of the General Plan document is the Land Use Map, which illustratesAvondale's vision regarding the types of uses and densities desired in future development and redevelopment. In total, the 2002 General Plan Land Use Map utilizes 12 land use categories to ensure an appropriate balance of development occurs throughout the City.

The parcel is currently designated by the General Plan Land Use Map as Mixed Use (Exhibit A). Per the General Plan, mixed use developments may include neighborhood and community retail, residential, hotel/motel, and employment. Additionally, the property is located within the boundaries of the Freeway Corridor Specific Plan (FCSP).

The subject property wasannexed on January 16, 1978 andrezoned from AG to PAD (Agua Fria Riverfront Planned Area Development) on December 14, 2009. The PADdivides the property into five subareas with different permitted uses and development standards, equivalent to Avondale Zoning Districts,prescribed for each. Included in these subareas were locations for retail development, office development, and industrial development. Design was required to adhere to the Design Manual for Commercial, Industrial, and Multi-Family Residential Development. No additional applications, such as a site plan, have been submitted for this site in the nearly two years since the PAD was approved. If not rezoned, the Agua Fria Riverfront PAD will remain valid through January 14, 2013, unless development occurs on the site or zoning extensions are granted by the City Council.

The uses and current zoning, and General Plan designations of the surrounding properties are as follows:

- **NORTH:** Interstate 10 (I-10) Freeway, ADOT regional drainage channel, and additional ADOT right-of-way. The distance between the northern property line of the subject property and the southern property line of Avondale Friendship Park varies between 1,020 and 1,100 feet. I-10 does not have a General Plan Land Use Map designation; Friendship Park, however, is designated as Open Space.

- **SOUTH:** The property south of Van Buren Street is owned by the City of Avondale and is the location of the Coldwater Booster Station. The property is zoned R1-6 (Urban Residential); public utility facilities are permitted with conditions in all residential zoning districts. The General Plan Land Use Map designation for the property is Public Facilities.

- **EAST:** The property to the east of 127th Avenue is a portion of the Avondale Commerce Center Planned Area Development (PAD) approved in February 2005. The approved PAD allows for a range of commerce park, office, light industrial, and limited retail uses. The northernmost portion of the adjacent property, Avondale Commerce Center Phase II, has been developed with nine flex buildings. Tenants currently operating in these buildings include a pet boarding and day care facility and a commercial florist; the vast majority of tenant spaces are vacant. The southern portion of the adjacent property, Avondale Commerce Center Phase III, is partially developed with a charter school. The PAD requires the remainder of Phase III to be developed with retail and office uses. The General Plan Land Use Map designation of the property is a combination of Mixed Use and Employment.

- **WEST:** The Agua Fria River runs along the western boundary of the subject site. At this location, the riverbed is used solely for recreational and open space purposes and does not contain any mining operations. The Agua Fria River is designated by the General Plan as Open Space.

SUMMARY OF REQUEST:

The applicant is requesting to amend the land use designation for the 41 acre subject propertyfrom Mixed Useto Employment (Exhibit F). The Mixed Usedesignation is intended to provide for a mix of high intensity uses with a retail commercial emphasis.The Employment classification encourages uses that provide employment opportunities, such as general office and industrial uses. Amendments to the General Plan are classified as major or minor amendments. Unlike Major General Plan Amendments, minor amendments may be considered by the Planning Commission and City Council throughout the calendar year according to the regularly scheduled process, which includes proper notification, a neighborhood meeting, a public hearing before the Planning Commission, and a public hearing before the City Council. The General Plan Amendment process was amended by the City Council on November 7, 2011 to reclassify Land Use Map amendments located within Specific Plan areas as minor as long as they do not conflict with the goals, objectives, and policies of the General Plan. As a result, thisrequest is a minor amendment becauseit is located within the boundaries of the Freeway Corridor Specific Plan and the Zoning Administrator has determined that the request does not conflict with the goals, objectives, and policies of the General Plan.

The applicant has submitted a rezoning request, contingent on this minor General Plan amendment, to replace the Agua Fria Riverfront PAD Development Program with a new PAD Development program, titled Coldwater Depot. In addition to the property subject to this General Plan Amendment request, the proposed Coldwater Depot PAD also includes the approximately 17.4 acre parcel directly to the north. The rezoning will be considered as a separate item (PL-11-0152). The applicant has indicated that, following the minor General Plan amendment and rezoning, the property will be developed with a large distribution warehouse facility.

PARTICIPATION:

The applicant conducted a neighborhood meeting on October 26, 2011 at 6:00 P.M. in City Hall's

Ocotillo Conference Room. The meeting was advertised in the October 11, 2011 edition of the West Valley View. A public hearing notice sign was posted on the property on October 11, 2011. Additionally, 19 property owners within 500 feet of the subject property were notified of the meeting by letters sent on October 11, 2011. According to the applicant, no citizens attended the neighborhood meeting.

A notice of the November 17, 2011 Planning Commission hearing was published in the West Valley View on November 1, 2011. On October 28, 2011, the sign was updated to reflect the date and time of the Planning Commission meeting. On October 31, 2011, letters were mailed to the 19 property owners whose parcels were located within 500 feet of the subject property. No comments were received and no interested parties spoke on the item at the Planning Commission meeting.

A notice of the December 5, 2011 City Council hearing was published in the West Valley View on November 15, 2011. On October 14, 2011, the sign was updated to reflect the date and time of the City Council meeting. On October 14, 2011, letters were mailed to the 19 property owners whose parcels were located within 500 feet of the subject property. No additional comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on November 17, 2011, and voted 4-0 to recommend approval of this request with no stipulations (Exhibit G).

Commissioners Carrillo, Scanlon, and Scibienski were excused from the meeting.

ANALYSIS:

The City Council must determine that the proposed amendment meets four findings prior to recommending approval. The burden of proof rests with the applicant. Staff's analysis of each of the required findings is presented below.

1.The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.

- The General Plan shows several undeveloped areas which are currently designated as Employment. However, only two other Employment designated locations are large enough to accommodate a development as large as the applicant's PAD proposes. Of those two locations, neither have the direct freeway visibility that is needed to attract large corporations seeking warehouse locations that also serve to advertise their brand through signage visible from the freeway.

- There are currently 694 acres in Avondale designated as Mixed Use. If this amendment is approved, the designated Mixed Use acreage will be 653, most of which is currently vacant and undeveloped. The vast majority of the remaining 653 acres would be more conducive to mixed use development due to locational factors. Unlike the subject property, the majority of those other Mixed Use properties are located outside of industrial areas and residential and commercial components are less likely to conflict with surrounding land uses upon their development. In addition, most of the other Mixed Use properties have access to a more developed street network.

2.The amendment constitutes an overall improvement in the 2002 Plan and is not solely for the good or benefit of a particular landowner or owners.

- The proposed Coldwater Depot development will provide a major source of new employment opportunities in Avondale. Based on typical employment ratios by land use type, an employment development on the subject property can be expected to create up to 2,300 jobs. Comparatively, if the property were developed with retail or hospitality uses (which are

permitted as part of the Mixed Use designation), the number of created jobs would be expected to be no greater than 1,200. Moreover, if a mixed use project on the property involved a residential component, the jobs created would be substantially reduced.

- The longest frontage of the property is located adjacent to 127th Avenue, a minor collector roadway with limited connectivity to the City's street network. Considering that 127th Avenue does not extend north past I-10, the street will accommodate truck traffic serving the subject property as well as the existing industrial development to the east. Development of the subject property in accordance with the Employment Designation is more appropriate because it will reduce conflicts between trucks and smaller vehicles on 127th Avenue. Development of the site in accordance to the Mixed Use designation could produce conflicts between cars, trucks, and pedestrians.

- Approval of the proposed amendment will allow this property and the 17.4 acre parcel north of the property to be developed as a unified site, potentially eliminating land use conflicts if the sites were developed with significantly different types of uses, for example, residential on the subject property and industrial on the north property.

3.The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.

- The land to the north and northeast of this site is designated as Employment and partially developed with industrial buildings. Approval of this request will be an extension of that General Plan designation. Furthermore, Commerce Park light industrial uses that increase truck traffic on Van Buren Street are already occurring on property directly east of the subject site. Development of the property in accordance with the Employment designation and the resultant increase in truck traffic will not be out of character with the current land uses in the area.

- The property is adjacent to two buffers, I-10 and the Agua Fria River, and a City utility facility to the south. The property to the east is partially developed with industrial uses. The presence of these buffers and proximity to similar industrial uses will limit any adverse impacts of the employment use on surrounding uses.

- A traffic statement prepared by a certified engineer has been reviewed and shows that the change in land use will not create a substantial increase in vehicular trips at peak times from the current Mixed Use designation.

- The planned I-10 traffic interchange at El Mirage Road will allow truck traffic to enter and exit the vicinity without impacting Dysart Road, Avondale Boulevard, 107th Avenue, or 99th Avenue. Until that interchange is constructed (anticipated for 2020), adequate access to I-10 is provided through interchanges at the above mentioned streets.

- Approval of this request will not require additional City investment in water, wastewater, and public safety infrastructure or facilities. The City will have the capacity to serve future demand under either the current Mixed Use or proposed Employment land use designations.

- Over the previous 5 years, the City has adopted stricter standards for design, landscaping, and screening through amendments to our Zoning Ordinance and Design Manuals. Future development of the site with a warehouse use, as proposed by the Coldwater Depot PAD, will not adversely impact the aesthetics of the area. Particular care and attention will be paid to views into the site from the perspective of the eastbound traveler on I-10 and the proposed

PAD incorporates standards designed to obstruct views into the truck court portions of the site as traffic approaches.

4.The amendment is consistent with the overall intent of the 2002 Plan and other adopted plans, codes, and ordinances.

The proposed amendment is consistent with several goals of the 2002 General Plan, including:

- *Land Use Goal #2, Objective A, Policy 1,* “Continue to implement the North Avondale Specific Plan, Freeway Corridor Specific Plan, and the City of Avondale Tres Rios Greenway Specific Plan”: The proposed amendment will allow development on the property to meet the intent of the Freeway Corridor Specific Plan, which is to attract a wide variety of employment-generating uses with a desire for exposure and visibility to the freeway and arterial street system. Mixed use development on the property would not reflect that intent as specifically.

- *Land Use Goal #3,* “Plan land uses to minimize conflicts between them”: Development of the site with an industrial development will avoid some of the potential conflicts that could have occurred on 127th Avenue if the site were developed with a mix of uses that generated significant pedestrian, automobile, and truck traffic. The proposal extends the existing Employment designation that is already prevalent in the area.

- *Economic Development Goal #2, Objective D* “Encourage a diversity of employment types to provide protection against fluctuations in certain sectors of the economy.” The majority of the City's Employment designated land is reserved and zoned for commerce park development for which the market is saturated. The proposed Coldwater Depot PAD envisions a large warehouse and distribution facility, an employment type that the City currently does not have. Approval of this request and the subsequent rezoning will help provide more balance as this objective advocates for.

- *Growth Area Goal #1,* “Create destination employment centers in targeted areas of the City that will help to improve the balance between jobs and populations.” The proposed amendment will extend the Employment designation that is already the predominant land use designation abutting I-10, west of 119th Avenue. Application of that designation to the 41 acre subject property will provide additional land to include in this targeted employment area.

- *Open Space Element, Goal #2,* “Create non-motorized connections to open space, rivers, and mountains.” The project developer will be required to construct a landscaped trail atop the Agua Fria River levy that will connect to the existing trail south of Van Buren Street through an existing pedestrian underpass under Van Buren Street. Eventually, the north end of the trail will be connected by the City underneath I-10 to Friendship Park, allowing residents in southern portions of the City to access our most significant regional park by walking or biking without the need to travel on public streets. Development of the property, facilitated by approval of this General Plan Amendment, will allow a critical portion of the City's trail system to be completed.

- *Recreation Element, Goal #2, Objective C*, “Expand cooperative opportunities within our City and between Avondale and other public and/or private entities to provide recreation, art, and cultural facilities.” The proposed General Plan amendment will facilitate development of the site, which will in turn trigger the requirement that the developer participate in the City's public art program in addition to constructing the recreational trail.

Conclusion:

Based on the information provided by the applicant, the public input received and the staff analysis, staff recommends approval of the requested minor General Plan Amendment.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt the Resolution approving Application PL-11-0151, a request to amend the General Plan Land Use Map from Mixed Use to Employment for approximately 41 gross acres located at the northwest corner of Van Buren Street and 127th Avenue.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Resolution approving Application PL-11-0151, a request to amend the General Plan Land Use Map from Mixed Use to Employment for approximately 41 gross acres located at the northwest corner of Van Buren Street and 127th Avenue.

ATTACHMENTS:

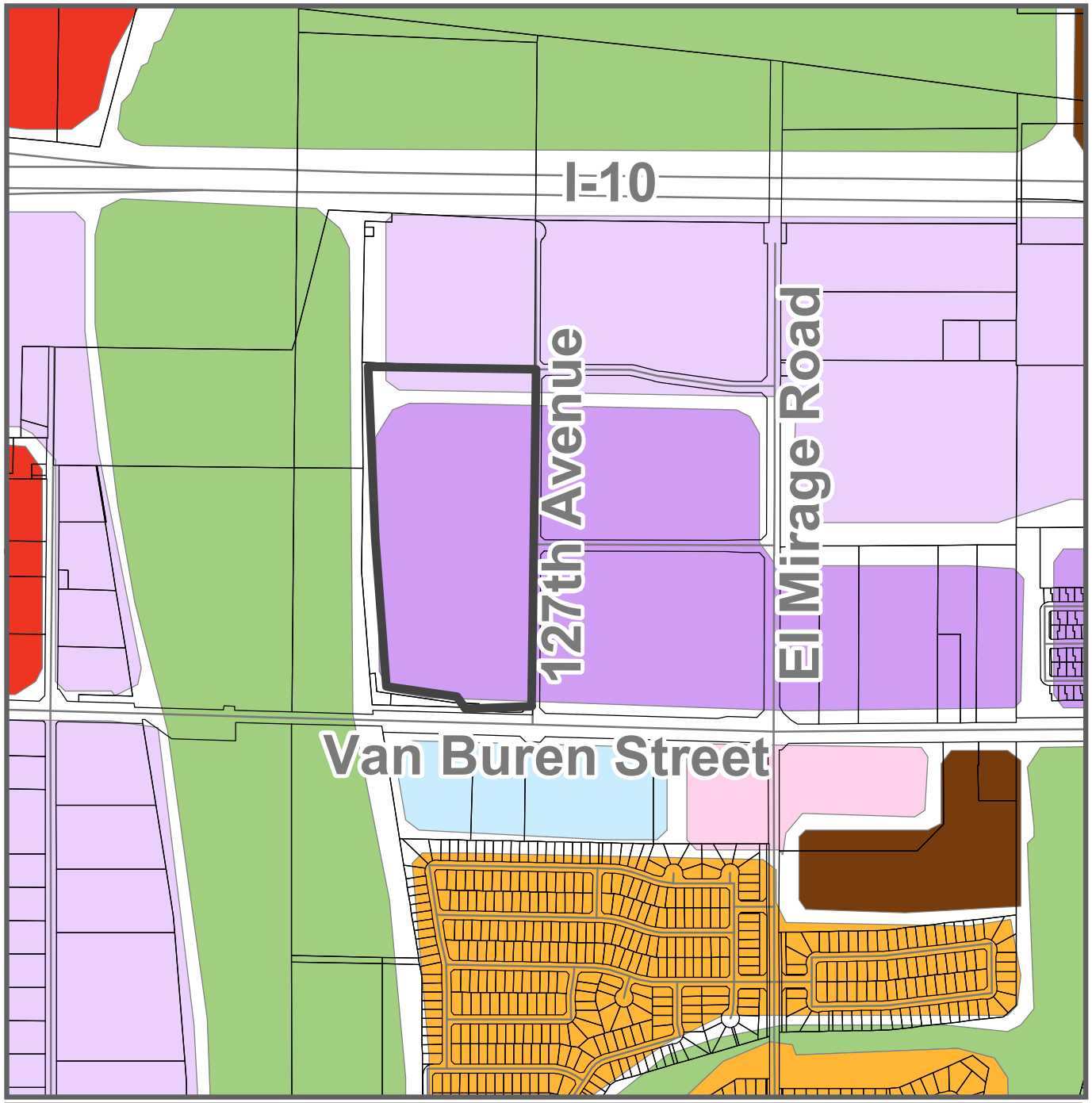
Click to download

- Exhibit A - Existing General Plan Land Use Map
- Exhibit B - Proposed General Plan Land Use Map
- Exhibit C - Zoning Vicinity Map
- Exhibit D - Aerial Photograph
- Exhibit E - Summary of Related Facts
- Exhibit F - Applicant's General Plan Amendment Narrative, date stamped November 17, 2011
- Exhibit G - Excerpt of Planning Commission Meeting Minutes from November 17, 2011
- Resolution 3015-1211

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A



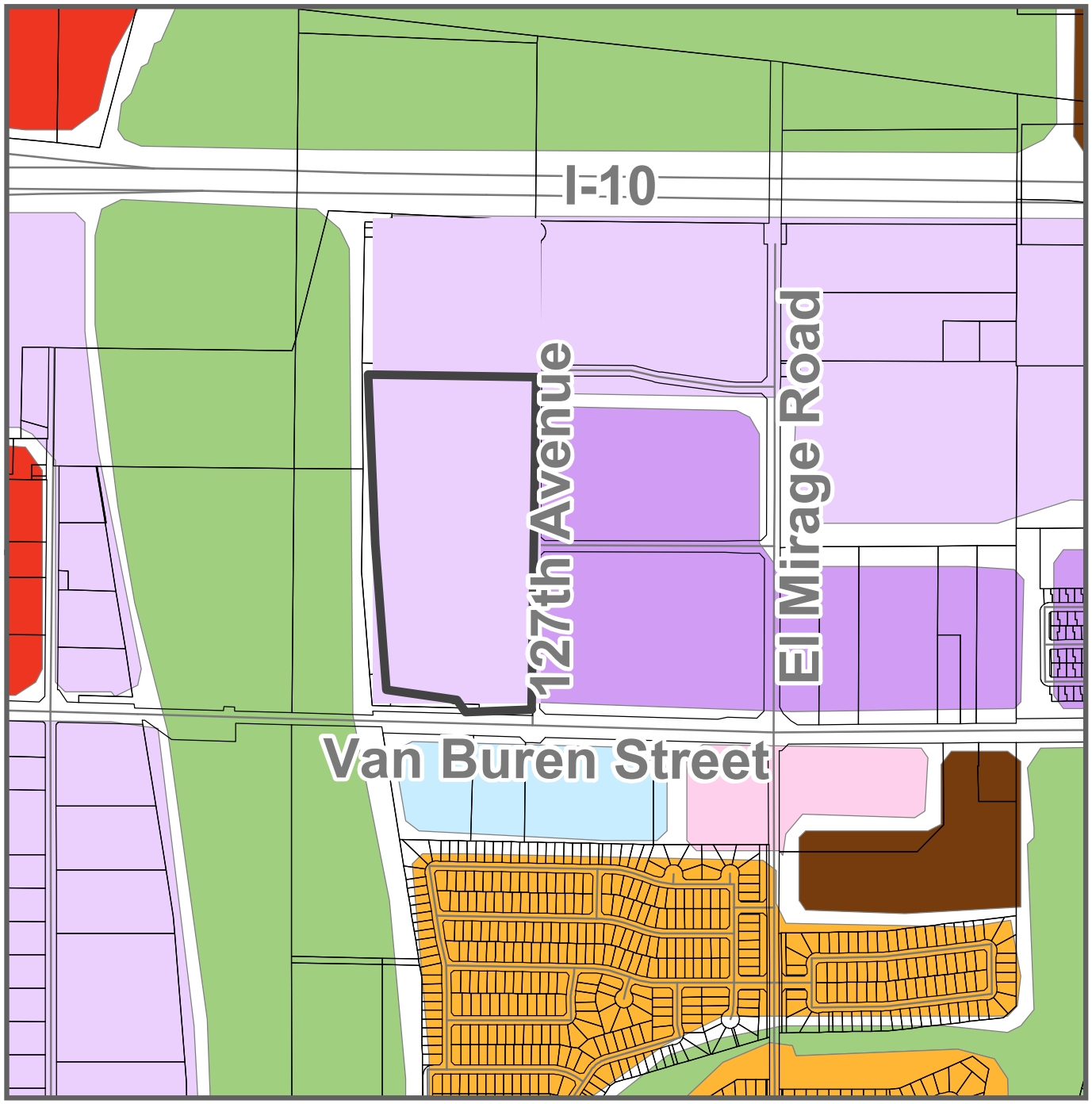
Existing Land Use Map

General Plan Land Use Map

- Parcel_Extended
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B



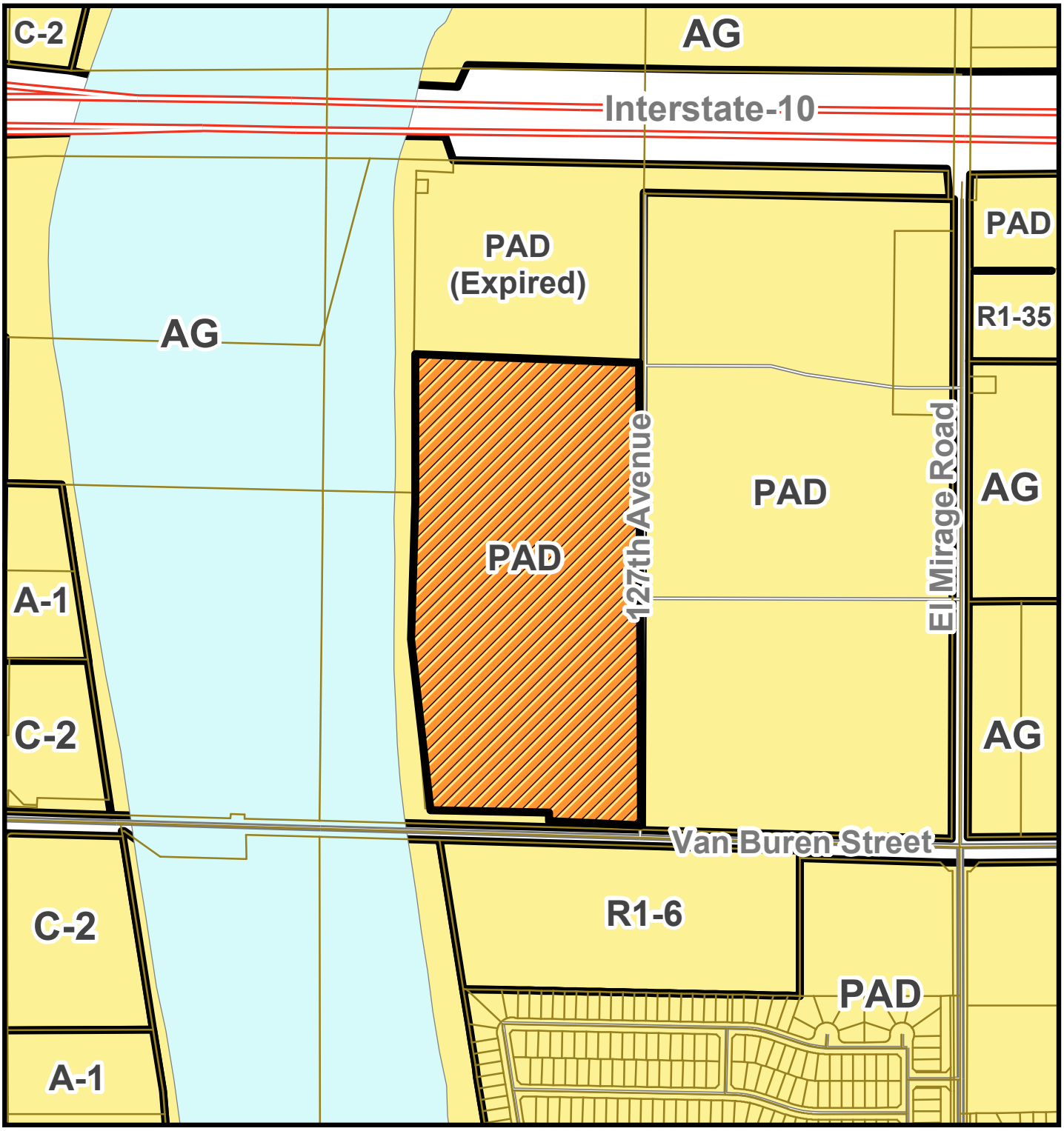
Proposed Land Use Map

General Plan Land Use Map

- Parcel_Extended
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit C



Zoning Vicinity Map

Avondale

Subject Property

Exhibit D

Aerial Photograph

Avondale

Subject Property

Exhibit E

SUMMARY OF RELATED FACTS

APPLICATION PL-11-0151

THE PROPERTY	
PARCEL SIZE	41.0 Gross Acres/37.6 Net Acres
LOCATION	NWC of Van Buren Street & 127th Avenue
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat property
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD (Agua Fria Riverfront)
ZONING HISTORY	Annexed January 16, 1978; Rezoned to PAD on December 14, 2009. The current Agua Fria Riverfront PAD allows for a range of office, light industrial, and retail/commercial uses.
DEVELOPMENT AGREEMENT	No EDA; Reimbursement agreement for City's Van Buren Street right-of-way acquisition and interim improvement project was recorded in 2008. Developer must reimburse City the cost of acquisition and street improvements prior to development on the property.

SURROUNDING ZONING AND LAND USE	
NORTH	Expired Planned Area Development (PAD) - Avondale Commerce Center IV; Property is vacant.
EAST	Planned Area Development (PAD) – Avondale Commerce Center; property is developed with a series of flex-light industrial buildings and a charter school. Vacant property for development remains.
SOUTH	Single Family Residential (R1-6) – City-owned property which contains a water Booster Station and additional city-owned undeveloped property.
WEST	Agua Fria River

GENERAL PLAN
The subject property is currently designated as **Mixed Use** on the General Plan Land Use Map. The proposed General Plan Land Use Map Amendment will change that designation to **Employment**.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School
HIGH SCHOOL	La Joya Community High School

STREETS	
Van Buren Street	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2 vehicular lanes, ½ turn lane, curb & gutter
Standard half street improvements	3 vehicular lanes, ½ of median/turn lane, bike lane, curb & gutter, sidewalk, and landscaping

STREETS	
127th Avenue	
Classification	Minor Collector
Existing half street ROW	0 feet
Standard half street ROW	40 feet
Existing half street improvements	None (existing street improvements exist on eastern half of road built by Avondale Commerce Center)
Standard half street improvements	One vehicular lane, ½ median/turn lane, curb & gutter, landscaping, detached sidewalk, and street lights.

UTILITIES
There is an existing 12” water line in 127th Avenue along the entire east frontage of the subject property. There is an existing 15” sewer line in 127th Avenue along the entire east frontage of the subject property.

Trammell Crow Company

A Minor General Plan Amendment

Northwest corner of Van Buren Street and 127th Avenue
Application Number: PL-11-0151

Prepared for:
Trammell Crow Company
16220 N. Scottsdale Road, Suite 260
Scottsdale, Arizona 85254

Prepared by:
Earl Curley & Lagarde, P.C.
3101 N. Central Avenue, Suite 1000
Phoenix, AZ 85012

Prepared:
September 29, 2011
Revised: October 26, 2011

Project Team

DEVELOPER

Trammell Crow Company
Contact: Catherine Thuringer
Senior Development Manager
16220 North Scottsdale Road, Suite 260
Scottsdale, Arizona 85254
Phone: (602) 222-4000
Fax: (602) 285-3141

TrammellCrowCompany

ARCHITECT

Butler Design Group
Contact: Jeff Cutberth
5555 East Van Buren Street, Suite 100
Phoenix, Arizona 85008
Phone: (602) 957-1800
Fax: (602) 957-7722

ATTORNEY

Earl, Curley & Lagarde P.C.
Contact: Stephen C. Earl
3101 North Central Avenue, Suite 1000
Phoenix, Arizona 85012
Phone: (602) 265-0094
Fax: (602) 265-2195

EC&L
EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

I. Introduction/Summary of Request

The subject Minor General Plan Amendment request is for approximately 37.6 net acres (41.0 gross acres) of land located at the northwest corner of Van Buren Street and 127th Avenue. This property was previously known as the "Agua Fria Riverfront of Avondale" PAD. The property is generally bounded by Van Buren Street on the south, the Agua Fria River on the west, 127th Avenue on the east, and vacant undeveloped land to the north up to the I-10 Freeway that will ultimately be joined with this parcel to create a single unified project.

The subject property is currently designated in the City of Avondale General Plan ("Plan") as "Mixed-Use" land use and located within the Freeway Corridor Specific Plan ("FCSP"). This request seeks to change the land use designation from "Mixed-Use" to "Employment." This amendment will provide employment opportunities that are more supportive of the City's vision for this area than the existing Mixed-Use use designation. The types of uses allowed in the Employment category include such uses as office, business support services, design centers, employment agencies, enclosed industrial uses, manufacturing and light assembly along with retail and commercial uses that support these primary employment uses.

The intent of this Minor General Plan Amendment and companion ***Coldwater Depot PAD*** rezoning request is to Rezone this 37.6 net acre (41.0 gross acre) site and combine this property with the northern 16.9 net acres (17.4 gross acres) under one single PAD zoning district of approximately 54.5 net acres (58.4 gross acres). The companion ***Coldwater Depot PAD*** rezoning request proposes to allow the development of this site primarily for a distribution warehouse facility that will attract major employment users with a spectrum of employment opportunities.

II. Description of Property and Relationship to Surrounding Properties

The property is situated at the western edge of the City of Avondale adjacent to two physical barriers: (1) The northern edge of the property is the existing I-10 Freeway right-of-way and (2) the western edge of the property is the Agua Fria River and the transmission line corridor. This property is below the surface elevation of the I-10 Freeway by approximately 10 feet. These barriers create significant separation from the other land uses in the area.

The property is rectangular in shape, zoned PAD (Planned Area Development) and currently undeveloped; however, the site was formerly in agricultural production. No other encumbrances or structures exist on the property. This site will have convenient access from 127th Avenue via Van Buren Street to several convenient freeway interchanges to the adjacent I-10 Freeway as well as the I-8 Freeway some distance to the south via MC85. The subject site is generally level with a gentle slope to the southwest. To the north is the companion site composed of approximate 16.9 net acres (17.4 gross acres) of undeveloped property with no existing structures on the site. This 16.9 net acre (17.4 gross acre) property is already designated on the General Plan as "Employment." The approved PAD zoning on this site expired on May 16, 2010 and development of this property will require adoption of a new PAD Development Plan.

To the west of the subject site lies the Agua Fria River which is designated in the General Plan as "Open Space" and provides a minimum of 1,100 feet separation from this project's western property line and any development to the west beyond the river. The properties to the west beyond the river consist of various employment uses, such as Nina Construction Supply, the Operations Center for Aqua Fria Union High School District, a City of Avondale lift station, a reception center, and a retail project. Those properties are zoned A-1 (General Industrial), C-2 (Community Commercial) and AG (Agricultural).

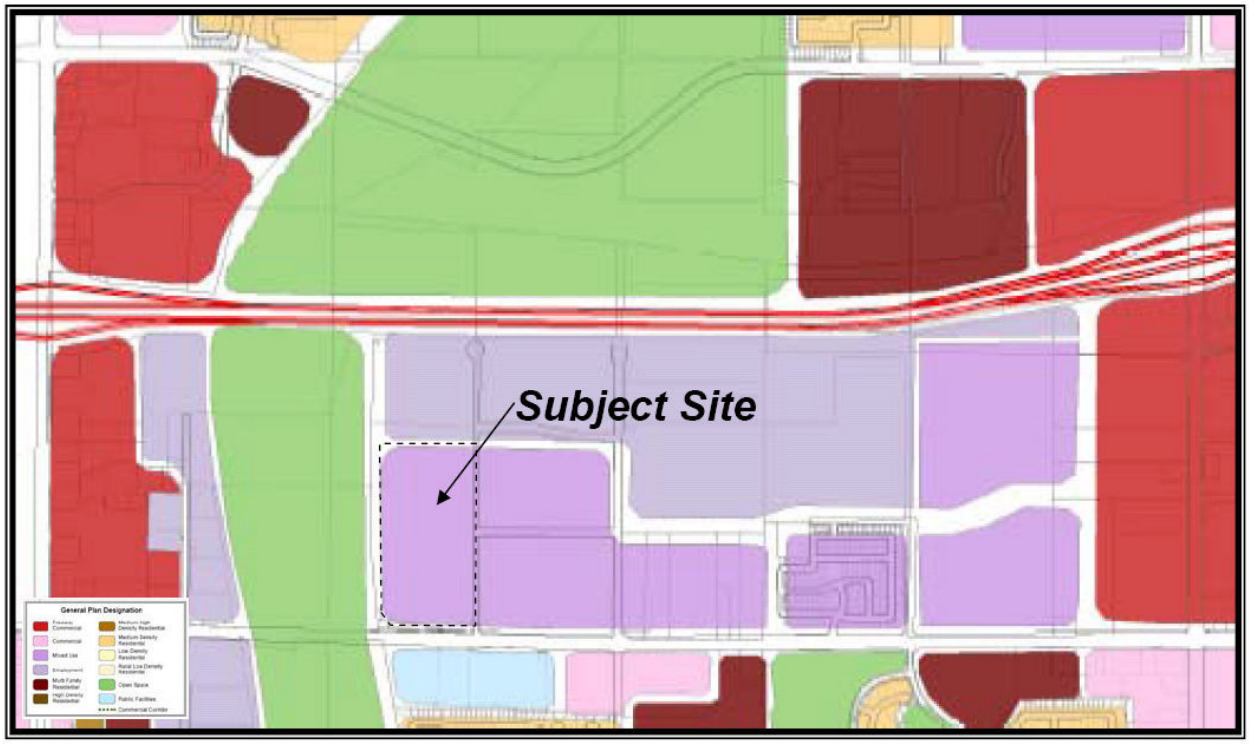
To the east of the subject site is 127th Avenue, which is currently paved with two lanes and extends from Van Buren Street north to the I-10 Freeway, where it terminates in a cul-de-sac. Beyond 127th Avenue to the east, is the newly constructed Avondale Commerce Center and vacant undeveloped land. These properties to the east are

zoned PAD. The northern portion of Avondale Commerce Center, adjacent to the I-10 Freeway, is designated as "Employment" in the General Plan and developed with multiple larger footprint warehouse type buildings which can accommodate large trucks. The middle portion of Avondale Commerce Center is developed with several smaller commerce/warehouse type buildings which are intended to allow a mixture of smaller commerce park and service uses. It is also designed to accommodate large trucks. Approximately 15 acres of the southern portion of the Avondale Commerce Center remains vacant and undeveloped, with the remaining 10 acres developed by a charter school. Both the middle portion and the southern portions are designated in the General Plan as "Mixed-Use."

To the south, beyond Van Buren Street, is a City booster station and vacant land. The booster station site is designated as "Public Facility" in the General Plan. Van Buren Street is currently developed with two through lanes in each direction and a center turn lane. A dedicated left turn (north bound) is provided at 127th Avenue.

III. Detailed Description of Minor General Plan Amendment Request

This Minor General Plan Amendment request is for approximately 37.6 net acres (41.0 gross acres) located at the northwest corner of Van Buren Street and 127th Avenue. The subject property is currently designated in the City of Avondale General Plan ("Plan") as "Mixed-Use" land use. The "Mixed Use" category is intended to "provide for a mix of high intensity uses with a retail commercial emphasis. This designation may include a maximum of 45% residential use. Mixed uses may include neighborhood and community retail, residential, hotel/motel, and employment." This amendment proposes to change the land use designation on the subject property from "Mixed-Use" to "Employment" to allow the implementation of the companion ***Coldwater Depot PAD*** under a single land use designation and zoning. The "Employment" land use designation is focused on such uses as office, business support services, design centers, employment agencies, enclosed industrial uses, manufacturing and light assembly and does not have a retail commercial emphasis or include residential or hotel uses. This designation will also enable the companion ***Coldwater Depot PAD*** (i.e. warehouse, industrial, warehouse distribution facility uses) to be approved and provide a major source of new employment opportunities that are more supportive of the City's vision for this area.



The intent of this Minor General Plan Amendment request is to extend the "Employment" land use designation (which already exists on the balance of the Coldwater Depot property to the north and in the area to the northeast and west beyond the river), south onto this companion 37.6 net acre (41.0 gross acre) parcel. The extension of "Employment" land use will allow this property and the property to the north of the subject site to be development as one unified project.

The Employment land use category encourages facilities that provide employment opportunities. The types of uses allowed in the employment category include general office and enclosed industrial uses, along with retail and commercial uses that support these primary employment uses. Residential use is not permitted in this category.

The proposed request will provide an exceptional opportunity for business and industry, which in turn will create job opportunities for existing and future City residents. It will contribute to the orderly growth of the City and is providing the potential for commerce, industrial, warehouse, and distribution uses needed to balance this area of the City. The properties to the west beyond the river consist of various employment uses which according to MAG Socioeconomic 2007 Projections typically generate between .72 to 1.30 employees per 1000 square feet of building. This Amendment to Employment, which includes such uses as warehouse and manufacturing, will raise the number of potential new employee/job count from .72 - 1.30 up to 2.54 - 2.82 employees per 1000 square feet. This increase helps to balance the number and spectrum of jobs in this area south of the freeway that are lower due to the types of existing low generating uses. The General Plan already designates significant acreages south of I-10 (from

Avondale Boulevard to Dysart Road) for mixed-use and commerce. And, while the Plan also sets aside large areas for Employment uses in this area, the depth of this 54.5 net acre (58.4 gross acre) parcel running the full length of 2,677 feet from I-10 down to Van Buren is well sized for large employment uses such as distribution/warehouse facilities needed by major companies doing business in the Valley. This type of land use (distribution/warehousing facilities) has been successfully targeted in the adjacent municipalities of Phoenix, Tolleson and Goodyear, but not yet in Avondale. This particular site (given its strategic location and configuration) represents an excellent opportunity to bring a major source of new jobs to Avondale. The site will capitalize on visibility from and adjacency to the I-10 as well as proximity to MC85 (and on to I-8), which provide access to the Pacific Rim markets, as well as the other existing and planned commercial developments in the region. The site will contribute positively to the well planned growth of the City and a high quality of life. While the presence of the adjacent high voltage transmission lines, Agua Fria River, I-10 Freeway and industrial developments make this site very difficult to develop for any residential use and even for many commercial and commerce park projects, it is the presence of these factors that make this site particularly well suited for this Employment designation, which focuses on such uses as office, business support services, design centers, enclosed industrial uses, manufacturing and light assembly along with retail and commercial uses that support these primary employment uses.

IV. Minor General Plan Amendment Review and Analysis

These 37.6 net acres (41.0 gross acres) are an integral part of the entire 54.5 net acre (58.4 gross acre) proposed ***Coldwater Depot PAD*** which is focused on employment and which in turn complies with the City's vision for this area.

The proposed companion ***Coldwater Depot PAD*** is a plan which provides an opportunity for a warehouse distribution facility to this part of the City. The minor amendment is also compatible with current and planned operations of the nearby developments. As previously noted, this site is isolated by two large barriers (I-10 Freeway and Agua Fria River) and the area is mostly developed with warehouse and commerce type buildings that include large truck access with roll up doors for loading/unloading. These newly constructed projects and the other general industrial parcels across the river are representative of the character of development in the area. No residential uses exist in the immediate area.

While this area is sparsely developed at this point, the property is strategically located and has significant growth potential. The proposed request is compatible with the existing employment/industrial character of the area. As this area develops with the planned and approved uses and the ultimate transportation network, the Employment designation provides a better opportunity for an appropriate spectrum of uses. The Employment designation provides the ability for a cohesive project to attract major users looking for convenient freeway access, freeway exposure and visibility, close proximity

to an airport and Pacific Rim markets. This amendment creates long term stability and vitality to the area.

Below is our analysis of this Minor General Plan request.

A. Availability of current and future water supplies.

Response: This amendment proposes no adverse impacts on availability of current and future water supplies. The change of land use designation from Mixed Use to Employment should not impact the water demand above the current mixed use designation. The proposed warehouse distribution facility use described in the companion ***Coldwater Depot PAD*** typically does not require high water demand that is normally associated with manufacturing or high intensity production users requiring high volumes of water. There is a potential for the net water impact to actually be reduced since the Mixed Use land use could have allowed commercial uses that typically can require high water demand.

B. Impact on and potential support of the City's transportation system.

Response: As previously mentioned, the ***Coldwater Depot*** site is within an area of Avondale that has long been considered by the City as the future employment engine for the City due to its close proximity to the I-10 Interstate Freeway. The I-10 Freeway also provides excellent connections to the Loop 101 Freeway, I-17 ("Black Canyon Freeway"), US 60 Freeway, and the Loop 202 Freeway, so this site really enjoys convenient access to the entire network of Valley freeways and beyond. Additionally, this subject site is situated within a mile and a half from MC85 which provides direct access to the I-8 Freeway and west coast markets. This close proximity to California and the Pacific Rim markets makes this site really desirable for distribution/warehouse facilities that are looking to stay within the "10 hour driving rule" for major commercial wholesale and retail outlets.

There are 6 existing freeway interchanges along the I-10 Freeway between 99th Avenue on the east and Bullard Avenue on the west that provide convenient access to this site. Additionally, an interchange is planned at I-10 and El Mirage Road. According to ADOT's Regional Transportation Plan Freeway Program, this interchange is included within Phase IV improvements scheduled for 2021-2025. Principal access is from 127th Avenue via Van Buren Street. The project will include the adjacent half-street improvements for 127th Avenue including curb, gutter, sidewalk, streetlights, and perimeter landscaping in accordance with the City's requirements.

The proposed change in Land Use designation from "Mixed Use" to "Employment" for this 37.6 net acre (41.0 gross acre) site will not create a substantial increase in vehicular trips at peak times. The amount of development proposed for this site by the General Plan Amendment and by the proposed land uses in the companion ***Coldwater Depot PAD*** are comparable and can be accommodated on the existing and planned

arterial roadway network with the use of generally accepted traffic engineering measures to enhance traffic flows and roadway capacities.

C. Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways.

Response: The site is bounded by the Agua Fria River bank along the west, the I-10 Freeway along the north, and existing compatible commerce/industrial development to the east. The topography of the property is relatively flat and slopes gently from the northeast to southwest. There are no hillsides in this area of the City and existing vegetation onsite is sparse.

A Phase 1 Environmental Site Assessment for the 37.6 net acre (41.0 gross acre) site was completed on July 18, 2011. The report found no evidence of recognizable environmental concerns, and no further environmental investigation was warranted.

The new site plan will create appropriate retention area(s) to accommodate the on-site retention demands. In accordance with the City of Avondale requirements, onsite retention for the 100 year, 2 hour frequency storm event will be required. This includes the half streets of adjacent streets including 127th Avenue and Van Buren Street. Retention storage will be provided for the development by a combination of retention basins and underground storage pipes.

An area of consisting of approximately 7 acres along the southern portion of the 37.6 net acre (41.0 gross acre) site is designated as Flood Zone "AH" defined as flood depths of 1 to 3 feet (usually areas of ponding), with base flood elevations determined. The "AH" flood zone area can be mitigated with site development. The remainder of the site (in addition to the adjacent northern 16.9 net acres [17.4 gross acres]) is designated as Flood Zone "X" defined as areas of 500-year flood and/or areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile and areas protected by levees.

Development of the property for Employment land use will be compatible with the adjacent approved and proposed uses in the area and will not have any adverse impacts on the natural environment, including, but not limited to hillsides, riparian areas and floodways. In fact, the City has long desired to extend and even enhance the existing multi-use trail south of Van Buren up to the I-10 Freeway. The ***Coldwater Depot PAD*** project will be working with the City regarding all aspects of design, funding and installation of this key link in the trail system located along the west side of the site.

D. Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio, and (iii) multi-family housing ratio identified within the 2002 Plan.

Response: This minor Amendment request is consistent with the City's goal of establishing this area as an employment core that integrates with and supports employment. The proposed "Employment" Land Use designation will provide an exceptional opportunity for the City of Avondale to capture business and industry opportunities, which in turn will create additional job opportunities (beyond those that may become available in the nearby mixed-use and commercial land uses) for existing and future City residents. In fact, the companion ***Coldwater Depot PAD*** distribution/warehouse project has the potential to add over a thousand new jobs to the City. In this way, the proposed Employment designation will widen the spectrum of job opportunities that would otherwise not be available under the current layout of land uses and thus aid in balancing the City's job to population ratio and the City's vision for orderly growth. The amendment will also contribute positively to the City's high quality of life.

Chart of Typical Employment Ratios By Land Use.
Source: MAG Socioeconomic 2007 Projection Document

	F.A.R.	Site Acre	Assumed Building Area	Employees per 1000 square feet	Estimated Number of Jobs
Industrial (warehouse, distribution &e-Commerce	.37	56 (2,439,360 s.f)	902,563	2.54	2,293*
Manufacturing	.34	56 (2,439,360 s.f)	829,382	2.82	2,339*
Regional - Retail	.27	56 (2,439,360 s.f)	658,627	1.24	817
Community –Retail	.23	56 (2,439,360 s.f)	561,053	.72	403
Hotel/Motel	.70	56 (2,439,360 s.f)	1,707,552	.68	1,161

*Industry experience with the employment ratios for the Industrial category is that the total number of jobs will vary widely between 400 up to MAG's estimate of 2,300 based upon the type of industrial use within this broad category, the user's space utilization plan, level of warehousing needed in the user's operation, office component and facility management factors.

E. Impact on City services and facilities including, but not limited to, police, fire, water, and wastewater.

Response:
<u>*Police*</u>
There is no adverse impact to the City's Police system. The property lies within the City of Avondale's jurisdiction for Police. The City's main police station is located

approximately 2 miles from the subject site on Avondale Boulevard within the City's municipal complex. This area has already been designated for Mixed-Use and Employment. Shifting one parcel from Mixed-Use to Employment does not alter the demand on police service in any meaningful way.

Fire
There is no adverse impact to the City's Fire system. The property lies within the City of Avondale's jurisdiction for Fire. Currently there are four Fire Stations within the City of Avondale. Three of the four Fire Stations are located between 1.5 and 3 miles from the subject site. And again, amending the use spectrum from Mixed-Use to Employment will not increase the demand for fire service.

Domestic water
There is no adverse impact to the City's water system. Any development in the area will require an extension of services. The property lies within the City of Avondale's water service area which has jurisdiction over the water facilities serving the site. Building and uses under the Mixed-Use and Employment designations will have similar water demands. In fact, the water demand will likely decrease under the Employment designation with the proposed distribution/warehouse use. Moreover, public records indicate there is an existing 12" domestic water line in 127th Avenue that will serve the domestic water needs of the 56 acre site. This line connects to a major water transmission line located in Van Buren Street.

Sanitary Sewer
This amendment proposes no adverse impact from the current designation. The City of Avondale has jurisdiction over the sanitary sewer facilities serving the subject property. Public records indicate there is a 10" sewer line located at 127th Avenue and Corporate Drive and a 12" sewer line located approximately 350' north of the intersection of 127th Avenue and Garfield. Both lines are connected to a main sewer transmission line running in El Mirage Road, and both are available to serve the sanitary sewer needs of the 56 acre site. As noted above for other infrastructure elements, this minor amendment in land use category will not negatively affect the sewer flow.

F. Extent to which the goals of the 2002 Plan are accomplished.

Response: The Avondale General Plan includes Goals, Objectives and Policies to ensure future developments meet the community's vision. The land use category shift for the parcel to Employment and the companion ***Coldwater Depot*** rezoning request fulfills the City's vision by implementing or contributing to the achievement of the following Goals, objectives and policies:

Land Use Element
Goal 2: Ensure land uses meet the long-term social and economic goals of the community.

A. Objective: Provide continuity in land use planning and development.

1) Policy: Continue to implement the north Avondale Specific Plan, the Freeway Corridor Specific Plan, and the City of Avondale Tres Rios Greenway Specific Plan.

Response: These 37.6 net acres (41.0 gross acres) are an integral part of the entire 54.5 net acre (58.4 gross acre) proposed ***Coldwater Depot PAD*** site, which is focused on employment. This request is merely an extension of the Employment land use designation that already exists to the north and northeast along the I-10 Freeway. The proposed Land Use designation meets the intent of the Freeway Corridor Specific Plan to attract a wide variety of employment-generating uses with a desire for exposure and visibility to the freeway and the arterial street system. This request provides the framework for a cohesive project to attract major companies looking for convenient freeway access and visibility, close proximity to an airport and Pacific Rim markets and will provide an exceptional opportunity for the City of Avondale to capture new business and industry opportunities. The proposed amendment provides continuity in land uses with the existing commerce/industrial character of the area and will contribute to orderly growth and jobs for this area. The amendment will also contribute positively to the City's high quality of life and is consistent with the City's goal of establishing this area as an employment core.

Goal 3: Plan land uses to minimize conflict between them.

Response: As previously mentioned this request is to extend the existing Employment land use designation already existing in the area. The minor amendment is compatible with current and planned operations of the nearby developments. This site is isolated by two large barriers (I-10 Freeway and Agua Fria River) and the area is mostly developed with commerce/industrial type buildings with warehouse functions that include large truck access with roll up doors. There are no adjoining residential uses. Development of the property for Employment land use will be compatible with the adjacent projects and other industrial parcels in the area. This request does not have any adverse impacts or present conflicts between the existing Mixed-Use and the Employment designations.

The City has long desired to extend and even enhance the existing multi-use trail along the Agua Fria River south of Van Buren up to the I-10 Freeway and one day connect under the I-10 Freeway to the regional park. Currently, the Agua Fria River trail has been installed on the south side of Van Buren and continues underneath Van Buren Street to the southwest corner of this property. Under the Employment land use designation, the companion ***Coldwater Depot PAD*** project will be working with the City regarding all aspects of design and installation of this key link in the Agua Fria River trail system along the west side of the site. Pursuant to City policy, construction of this portion of the trail is the responsibility of the property owner and shall consist of a 10-feet wide asphalt path that is located on top of the levee. Groupings of trees are proposed along the trail near the northwest and southwest corner of the site and around

the pedestrian nodes to provide shade and natural screening for trail users. These groupings of trees are also strategically located to maximize screening of the future employment uses from the motorists pass by on the freeway. Additional trees will be planted along the remainder of the path. The underpass beneath Van Buren Street and the elevated design of the section of the trail adjacent to this site will eliminate any vehicular and pedestrian conflicts between uses. Additionally, by placing the trail at the top of the levee it maximizes the pedestrian experience of the natural wash while providing views of the dynamic vistas of the Estrella Mountains. Placement of desert variety trees along the eastern site of the trail clustered at pedestrian nodes and near the north and south ends of the site will soften the views into the future employment related buildings.

Goal 4: Encourage development patterns that use land in an efficient and sustainable manner. The development of vacant parcels in developed areas can contribute to the efficient use of infrastructure and neighborhood stability. Both new and infill development should be compatible with the surrounding area and natural environment.

Response: Again, this request is consistent with the existing development character of this area between Van Buren and the I-10 Freeway and it allows this challenged site to be developed in an efficient and sustainable manner. This is an infill development that does not require larger or more expensive public infrastructure improvements. In fact, the likelihood is that the infrastructure demand will be less on the City's system. This minor amendment incorporates property consistent with the City's vision for the area and does not adversely impact the existing land uses. The physical barriers adjacent to this site provide excellent separation from other land uses and make this site particularly well suited for this distribution/warehouse/employment use.

Economic Element

Goal 1: Plan land uses to support a diverse range of sustainable economic opportunity.

A. Objective: Reserve adequate land to accommodate commercial and future light industrial development to meet a job-to-population ratio of one job for every two residents.
    1) Policy: Reserve portions of freeway corridors for industrial development that will contribute to Avondale's overall economic vitality, environmental quality, and community character.
    2) Policy: Continue to implement the Avondale Freeway Corridor Specific Plan, adopted June 1991.

Response: The proposed companion ***Coldwater Depot PAD*** establishes Architectural Character and Style for the project. The provisions of this section of the PAD propose an attractive, "four-sided" application of quality architectural design and materials that will create a consistent industrial park vocabulary, which is consistent with the intent of the Avondale Freeway Corridor Specific Plan ("FCSP"). Areas exposed more directly to I-10 and Van Buren will include a higher level of articulation and enhanced detail as appropriate for those frontages.

The companion ***Coldwater Depot PAD*** will provide a contemporary style which is attractive to industrial and corporate business tenants. Strong forms, sophisticated colors, textural materials and painted steel canopies, providing shade and shadow, create significant architectural identity at the traffic scale of the freeway motorist, while providing additional detail and scaled elements to enhance the pedestrian experience at the building entry. Strong tenant entrances shall be featured at the northeast and southeast corners of the building, addressing the primary orientation toward 127th Avenue as the vehicular approach to the project.

Special emphasis will be placed on the prominent north and south elevations of the building by incorporating design elements that promote an enhanced, "office-like" appearance within the context of the industrial development. Visual interest is promoted through an interesting composition of asymmetrical design elements, a variety of materials, color accents, unique glass window treatments that complement the building massing, strategic wall elements, accent lighting and thoughtful landscaping that screens or accents as appropriate.

Goal 2: Continue to participate in Regional economic development efforts. Several regional efforts to promote economic development on the west side are underway. Participation in these efforts will result in additional economic opportunities for Avondale.

A. Objective: Cooperate with other West Valley Communities and the County in promoting the benefits of doing business in the West Valley.
    2) Policy: Continue to participate with Maricopa County in the implementation of the Western Enterprise Zone.

D. Objective: Encourage a diversity of employment types to provide protection against market fluctuations in certain sectors of the economy.
    1) Policy: Encourage a diverse range of manufacturing, industrial, and employment opportunities in Avondale.

Response: This amendment will provide employment opportunities that are more supportive of the City's vision for this area, which is to encourage a diverse range of jobs and economic opportunities along I-10 Freeway corridor. The proposed "Employment" Land Use designation will allow the City to capture freeway oriented business and industry opportunities. As previous mentioned the companion ***Coldwater Depot PAD*** distribution/warehouse project has the potential to create over a thousand new jobs to the City, which may in turn serve as a catalyst for other businesses to locate nearby.

Growth Area Element

Goal 1: Create destination employment centers in targeted areas of the City that will help to improve the balance between jobs and populations.

Response: This minor General Plan Amendment is to change the land use designation on this parcel from Mixed Use to Employment to be consistent with the established land use designation to the north and is a good land use solution for this area given the long, narrow shape of the site against the surrounding river, transmission line and elevated freeway. This request with the companion ***Coldwater Depot PAD*** will allow development for a warehouse distribution facility aimed at significant employment opportunities not otherwise found in this freeway corridor to comply with the City's desire for strong employment opportunities for this area.

Open Space Element

Goal 1: Identify, protect, and Preserve Natural Amenities and Environmental Attributes that are unique to Avondale.

Goal 2: Create Non-Motorized connections to open space, rivers, and mountains.

Response: This minor General Plan Amendment does not alter the City's established plan to provide a regional open space and trail system along the Agua Fria River. In fact, this amendment and companion rezoning request will enhance the City's goal to extend and enhance the existing multi-use trail along the Agua Fria River south of Van Buren up to the I-10 Freeway. As previously mentioned the Agua Fria River trail exists on the south side of Van Buren Street, but currently terminates at the southwest corner of this property. The City has provided non-motorized connection under Van Buren Street and plans to provide another underpass beneath the I-10 freeway to connect the trail to the regional park. Installing this key trail connection along this property's western perimeter will comply with the City's objective to provide active public amenities in conjunction with the Agua Fria, while providing views of the Estrella Mountains. Importantly, this section of the Agua Fria trail system will be elevated up to the same level as the levee that opens up dynamic scenic vistas for travelers on the trail.

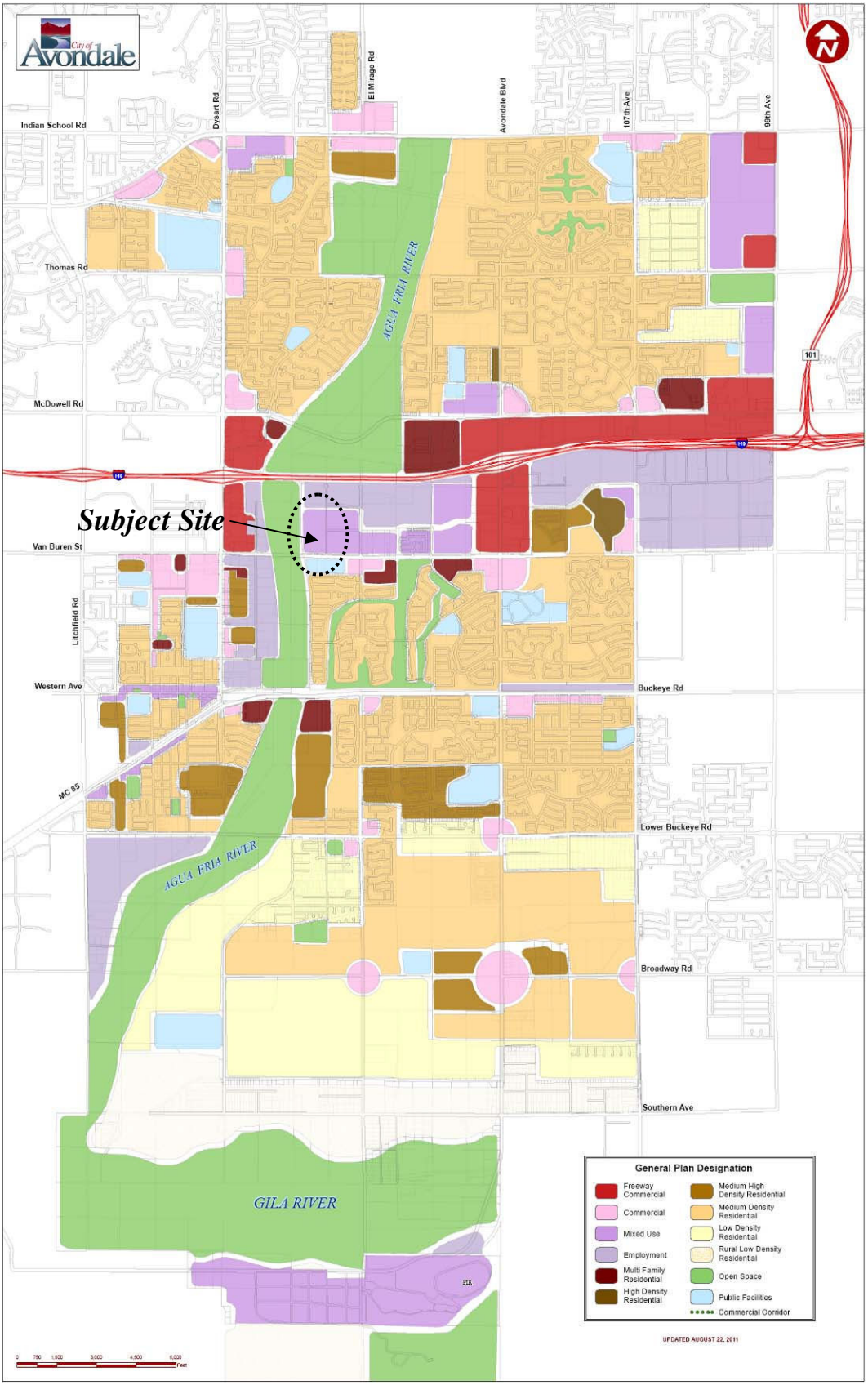
This area along the I-10 Freeway has long been considered as the future employment engine for the City due to its adjacency to an Interstate Freeway and strong access. This amendment provides the City of Avondale the opportunity to capture employment opportunities (on a site favorable to such use) that have landed in other communities. The site's excellent connections to/from the adjacent freeways that provide access not only for the entire Valley and region, but also the entire west coast.

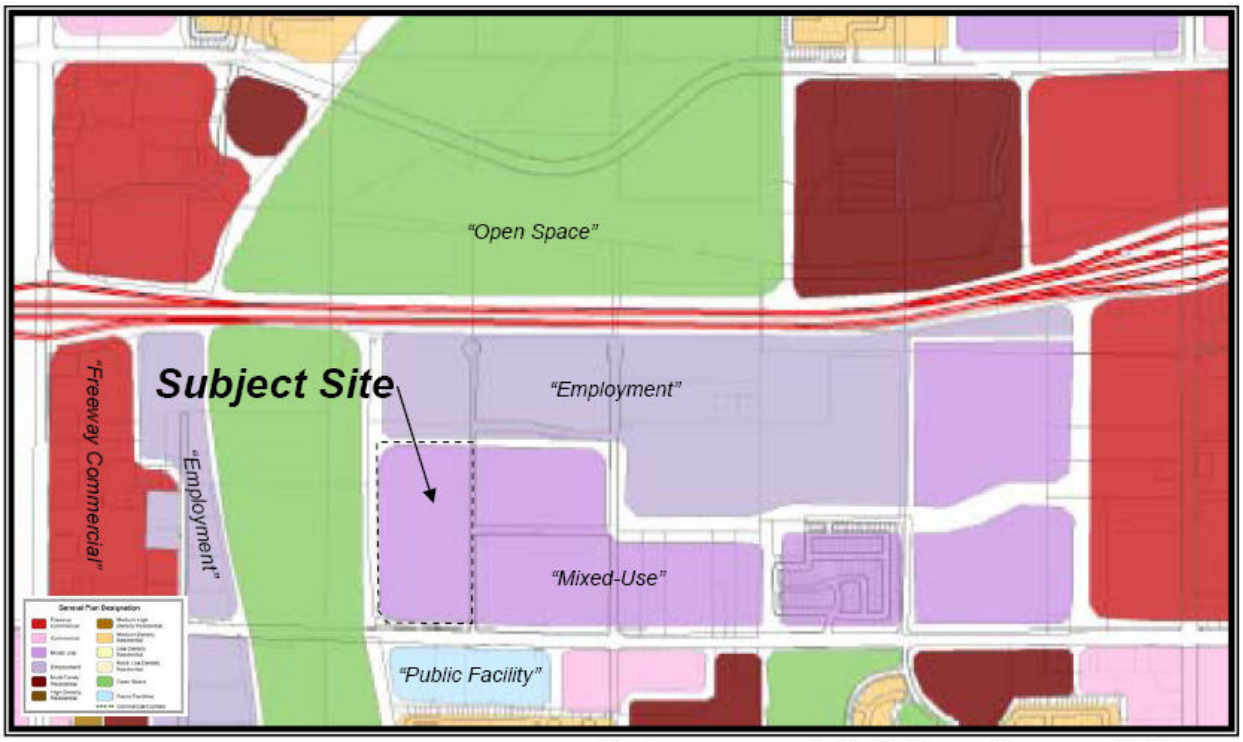
The proposed request is consistent with the City's General Plan Employment designation and will encourage a diversity of employment types within the Freeway Corridor Specific Area that is ideally suited for such use. The amendment will provide an exceptional opportunity for the City of Avondale to capture business and industry opportunities, which in turn will act as a catalyst for wider spectrum of job opportunities for a well-balanced community. The amendment is an appropriate land use designation and is consistent and compatible with the established existing commerce park/employment development pattern in the area.

We believe this change from Mixed Use to Employment at this location is an overall improvement to the 2002 General Plan, as it provides a more compatible land use designation with the surrounding land uses. This amendment is not solely for the good or benefit of a particular landowner, but one that fulfills the City's vision for this area; to balance jobs to housing and provide employment uses that provide residents opportunities to work. This amendment is for only 37.6 net acres (41.0 gross acres) and does not significantly alter the City's land use pattern. It is an infill development on the City's fringe that does not require larger or more expensive public infrastructure improvements than would be needed for a Mixed-Use development. In fact, the likelihood is that the infrastructure demand will be less on the City's system. This minor amendment incorporates property consistent with the City's vision for the area and does not adversely impact the existing land uses. In fact, when the project is built out and occupied by major companies, experience has shown that these warehouse/distribution facilities act as a catalyst to bring other elements of those major companies, such as office, retail and manufacturing. In this way, this minor amendment can bring a wider array of job opportunities to the City.

V. Conclusion

Based upon the analysis provided above, we believe this proposed minor amendment is consistent with the overall intent and goals of the City of Avondale General Plan and the adopted Freeway Corridor Specific Plan which sets forth vision and expectations for this area. The proposed amendment will enhance the other planned uses in the area. It offers more flexibility to meet the needs in this unique setting than Mixed Use. It also provides an appropriate Employment land use designation that knits well into this part of the City. The proposed request supports the City's vision for the new employment area.


City of Avondale
Indian School Rd
Dysart Rd
El Mirage Rd
Avondale Blvd
107th Ave
99th Ave
Thomas Rd
AGUA FRIA RIVER
McDowell Rd
Subject Site
Van Buren St
Litchfield Rd
Western Ave
Buckeye Rd
MC 85
Lower Buckeye Rd
AGUA FRIA RIVER
Broadway Rd
Southern Ave
GILA RIVER
General Plan Designation
Freeway Commercial
Commercial
Mixed Use
Employment
Multi Family Residential
High Density Residential
Medium High Density Residential
Medium Density Residential
Low Density Residential
Rural Low Density Residential
Open Space
Public Facilities
Commercial Corridor
UPDATED AUGUST 22, 2011



Enlargement-Existing General Plan

Mixed-Use designation (Employment, Commercial, Office & Residential)

Enlargement-Proposed General Plan

Employment designation (Business Park & Industrial Uses)

N Rancho Santa Fe Blvd
W McDowell Rd
Papago Fwy
N Dysart Rd
Agua
Fria
River
Subject
Site
Avondale Blvd
E Van Buren St
W Van Buren St
© 2011 Google

Excerpt of the Minutes of the regular Planning Commission meeting held November 17, 2011 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Michael Long, Chairman
Angela Cotera, Vice Chair
Lisa Amos, Commissioner
David Iwanski, Commissioner

COMMISSIONERS EXCUSED
Grace Carrillo, Commissioner
David Scanlon, Commissioner
Sean Scibienski, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II
Paul Lopez, Engineering Project Manager
Linda Herring, Development Services Representative

APPLICATION NOS. PL-11-0151 and PL-11-0152

APPLICANT: Ms. Cathy Thuringer
Trammell Crow Company
(602) 285-3104

PROPERTY OWNER: Mr. Donald J. Mahoney
Coldwater Industrial Associates, LLC
(602) 285-3101

REQUEST: PL-11-0151: This is a public hearing before the Planning Commission to review and solicit public input on a request by Ms. Catherine Thuringer, Trammel Crow Company, for a minor General Plan Amendment for undeveloped land located at the northwest corner of Van Buren Street and 127th Avenue. The General Plan Amendment is a request to change the land use designation for approximately 38 acres from Mixed Use to Employment.

PL-11-0152: This is a public hearing before the Planning Commission to review and solicit public input on a request by Ms. Catherine Thuringer, Trammel Crow Company, for rezoning for undeveloped land located at the northwest corner of Van Buren Street and 127th Avenue. The rezoning request is to replace the existing PAD (Planned Area Development) zoning with a new PAD for approximately 56 acres. Staff Contact: Ken Galica

Mr. Galica presented applications PL-11-0151 and PL-11-0152 together since they apply to the same property, which represent respectively a minor General Plan amendment, and a PAD

rezoning for a project called Coldwater Depot. Public hearings and votes would be conducted separately for each application.

Mr. Galica said the subject property for the General Plan application is slightly over 40 gross acres in size and situated on the northwest corner of Van Buren Street and 127th Avenue. The Agua Fria river borders to the west, and an undeveloped parcel lies to the north. The existing land use designation is Mixed Use, which allows for residential, commercial, and industrial/employment uses, as long as they are mixed. The applicant is requesting a designation change to Employment, which is designed to specifically bring developments that bring jobs to the city. The amendment requires that four findings be met:

- The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for proposed change.

Mr. Galica said there are only two other Employment designated locations large enough to accommodate this type of development, neither of which are adjacent to I-10. The applicant wants to take advantage of freeway frontage for increased exposure. There are 694 acres of Mixed Use designated land that is undeveloped in Avondale. If this amendment is approved, the Mixed Use acreage would drop to 653, which is a fairly minor change. Mixed Use tends to function better in areas where there is little truck traffic, and it is primarily intended for a retail/pedestrian environment, and the majority of other mixed use sites are better situated.

- The amendment will be an overall improvement to the Land Use Map and is not solely for the good or benefit of a particular landowner or owners.

Mr. Galica stated that in terms of finding #2, Coldwater Depot will provide a major source of new employment opportunities in Avondale. Development in accordance with the Mixed Use designation could produce conflicts between cars, trucks and pedestrians, while the Employment designation would reduce this conflict.

- The amendment will not adversely impact the community as a whole and/or a portion of the community.

Mr. Galica reviewed that Commerce Park light industrial uses that increase truck traffic on Van Buren Street already occur in the area. The property is adjacent to two buffers, I-10 and the Agua Fria River. A City utility facility lies to the south. A traffic statement prepared by a certified engineer states that peak hour trips to this site will not create a substantial increase. Until the El Mirage Road interchange is constructed in about 2020, adequate access is available through existing interchanges. The City will have the capacity to serve future water & sewer demands under either Mixed Use or Employment designations. The accompanying PAD incorporates standards designed to obstruct views into the truck court portions of the site.

- The amendment is consistent with the overall intent of the 2002 Plan and other adopted plans, codes, and ordinances.

Mr. Galica noted that in accordance with Land Use Goal #3, the existing character of the area is industrial. Economic Development Goal #2-D is to encourage diversity of employment types, and this designation would allow for a different type of employment use a distribution facility, than Avondale currently offers. Growth Area Goal #1 is to create destination employment centers in targeted areas of the City, and this amendment would further that goal. The amendment would also create non-motorized connections to open space, rivers and mountains,

which is a goal of the Open Space Element. The Agua Fria trail will be completed on the adjacent Maricopa County Flood Control District (MCFCD) land, and allow residents south of the I-10 to access Friendship Park without having to cross streets or the I-10.

Mr. Galica stated that the rezoning request would affect the entire 58.4 gross acre property, not just the portion addressed in the General Plan amendment. The north parcel was a PAD approved in 2007, which expired in 2010. The southern part is currently zoned PAD, but is set to expire in about 18 months. The Coldwater Depot PAD contains a list of uses suitable for very large warehouse style buildings typically used in distribution facilities. Three conceptual site plans have been offered. The developer's preferred option calls for a large cross-dock distribution facility. For comparison, it is the equivalent size of 12 American Sports Centers, located to the east.

Mr. Galica reviewed that the proposed architecture features a contemporary style and a sophisticated neutral color palette. Entrance areas are strongly emphasized. There is variation in parapet height to break up the long elevations. Exterior detailing and construction elements will help the building stand out and transcend the common warehouse look. Accent lighting will give the building a more dramatic appearance during the evening hours. Green building elements have been proposed for the structure, potentially solar photovoltaics. Multiple techniques will be employed to reduce or obscure views of roll-up doors. Staff recommends a stipulation to redesign the downspouts during the site plan review stage.

Mr. Galica stated that the development standards are largely in accordance with the City's CP (Commerce Park) and A-1 (General Industrial) Zoning Districts. PAD standards are in general conformance with Zoning Ordinance requirements, with the only exception being the allowance of larger wall-mounted signs than normal, mainly due to the scale of the building. Required off-site improvements include dedicating the right-of-way to complete 127th Avenue, and the Multi-Use Agua Fria trail. The City wants to acquire a well site owned by a third party at the northwest corner of the property, and the developer will dedicate additional land for the City to expand that site and will provide access easements. The applicant will tie into the existing water and sewer systems. A potential traffic signal at Van Buren Street and 127th Avenue might be warranted. The City paid for improvements to Van Buren street that typically would be the developer's responsibility, and the property owner will reimburse the City for them.

Mr. Galica said staff recommends approval of application PL-11-0151, with no stipulations, and PL-11-0152 with 15 stipulations, including revised stipulation #3. The PAD is in conformance with the proposed Employment designation, but not the existing Mixed Use designation.

Commissioner Iwanski inquired whether anything could be done to encourage all parties to develop the Agua Fria trail, since it would be such a great amenity for the city. Mr. Galica responded that the staff has a good working relationship with MCFCD and does not anticipate any problems with the trail. Avondale will submit a design, and the District will review it. Commissioner Iwanski felt that green elements of the building should include diverting rainwater to beneficial uses. He inquired about a project completion date. Mr. Galica said the developer feels that this market segment is underserved in the valley at the moment, so construction should occur soon. Commissioner Iwanski inquired about truck traffic impacts. Mr. Galica explained that truck traffic will be studied during the site planning stage, but he anticipates that Dysart Road and Avondale Boulevard would be likely routes.

Commissioner Amos noted that an Inter-governmental Agreement (IGA) between the MCFCD and the City of Avondale regarding the trail has been in place for a number of years. The trail components are a given, but details and access issues are unresolved.

Vice Chair Cotera expressed the concern that the first thing travelers coming over the Agua Fria Bridge will see is a monolithic wall stretching for about a half a mile with numerous trucks in front of it (as in Exhibit F, top right). While that would denote commercial activity, it would also convey the impression that Avondale is just a distribution hub, and not a place to live or visit. Mr. Galica admitted that staff shared those same concerns initially. It is important that the truck bays be screened. There is a limit to what can be done to break up the lines of the wall without making it look too cluttered, but the designs were a vast improvement that staff was comfortable with. Vice Chair Cotera said that Site Plan Option C offered a more desirable look, because it would break up the vast expanse of industrial space. While jobs are crucial, Avondale also has to remain attractive as a place to live, and the building would send a different message.

Mr. Galica explained that one of the photos that Vice Chair Cotera pointed out (Exhibit F, lower left) shows both horizontal and vertical elements that would be more typical at the ends of the building. These would be impossible to build on longer elevations without affecting the building's utility. The picture at the top right of Exhibit F is not representative of what the final building would look like. Truck operations would be screened from the freeway. Vice Chair Cotera suggested that the smaller building in Site Plan Option C be placed closer to the freeway, to serve as a buffer. Having the larger building near Van Buren Street might also be more efficient for truck operations. Mr. Galica responded that if the applicant were to propose an inverted site plan, staff would not have any problem with that. Vice Chair Cotera said the applicant should work to ensure that the El Mirage Road interchange project remain on target, since it would be very convenient for them and easier for residents.

Chair Long invited the applicant to address the Commission.

Stephen Earl, Earl, Curley & Lagarde P.C., 3101 N Central Avenue, Ste 1000, Phoenix, Arizona 85012, spoke on behalf of the Trammell Crow Company, which is one of the largest commercial developers in the U.S., worth over $50 billion. He introduced Jim Mahoney, President of the Arizona Division, and Senior Project Manager, Catherine Thuringer. He said staff raised all of the concerns mentioned by the Commission. They set the standard of having the best warehouse distribution center in the Valley. Every aspect has gone under rigorous review. He suggested that revised downspouts could enhance the architectural character of the long wall without affecting the operational function.

Mr. Earl displayed a color-enhanced version of the site plan. The proposed use is not impacted by the high-voltage transmission lines, the nearby freeway noise, or the elongated site, factors which would impact other types of uses. Because of the downturn in the economy, internet sales have vastly increased, leading to an increased demand for facilities of this type. Arizona's tax structure, compared to neighboring states, is favorable, and Avondale is well situated for accessing the California market. A typical Amazon distribution facility, for example, is the size of the building depicted in Site Plan Option A. Having all the operations under one roof allows for integrated functions. In the past several years, the amount of vacant industrial warehouse distribution space in the area decreased by 50%. Thirteen major companies are looking at this specific area today, and vacancy could decrease to 7% in the next year. Major companies want freeway exposure. Once they relocate to and become familiar with a new city, they tend to relocate other aspects of their business there as well. The site also offers several convenient alternatives for accessing the I-10 and other major routes.

Mr. Earl said that according to the Maricopa Association of Governments (MAG), the Mixed Use category can have anywhere from 0.8 to 1.3 jobs per square foot, whereas as the proposed use would double that. The General Plan calls for a rebalancing of the employment spectrum, which this project would do. The setbacks for this project are substantial, ranging from between 183 feet to 300 feet back from the property lines. By taking the Agua Fria trail up to the level of the levee, it will offer views and vistas for people using the trail, while also helping to screen the west side of the building. The east side is screened by a wall that obstructs views of the loading functions. Trees on the slope of the levee will screen the west side of the building as they grow to full size.

Mr. Earl addressed the suggestion of using an inverted version of Option C, noting that the property tapers in at the south end, which would make it difficult to locate the larger building there. The developers are offering several versions of the site plan in response to the 13 major users looking for space. Their needs range in size from 125,000 square feet to more than 1 million square feet. As demand escalates and available space decreases, construction is expected to start early next year. Mr. Earl displayed a series of slides to emphasize his points on the design elements.

Commissioner Iwanski clarified that he prefers Site Plan Option A, which features one large building. The Commission, as a whole, has not recommended any of the options yet. He inquired about the ownership situation regarding the well site. Paul Lopez, Engineering Project Manager, Development Services/Engineering Department, responded that the City has been trying to locate the owner of that site, but it has changed hands many times. Staff anticipates securing the site within a year and is moving forward with plans once that occurs. The additional land that Trammell Crow is dedicating will help complete it and provide access.

Commissioner Amos noted that some large warehouses use decorative laser etched downspouts, which are aesthetically pleasing.

Vice Chair Cotera inquired whether the people on the Agua Fria trail would be looking down into the loading bays. Mr. Earl explained that the levee and the tops of the doors would be at the same elevation. Vice Chair Cotera said something should be done to make that part of the trail more enjoyable. She agreed that the site and the facility would be important for jobs in Avondale. She implored the designers of the project to consider what they would want if they lived in Avondale and had to look at the building every day.

Vice Chair Cotera inquired whether a watering plan is in place to ensure that the trees grow to full size. Mr. Galica explained that because the trail will be located on MCFCD property, the City plans to assume maintenance of the trail and the landscaping associated with it. The trees will require District approval, must be drought tolerant, and possess root structures that do not jeopardize the structural integrity of the levee.

Commissioner Amos said these types of warehouse facilities provide jobs and this would be a great addition to the city.

Chair Long opened the public hearing on PL-11-0151. With no citizens requesting to speak, he closed the public hearing.

Commissioner Iwanski **MOVED** that the Planning Commission accept the findings and recommend approval of application PL-11-0151, a request to amend the General Plan from

Mixed Use to Employment for approximately 41 acres located at the northwest corner of Van Buren Street and 127th Avenue. Vice Chair Cotera **SECONDED**.

ROLL CALL VOTE

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

The motion carried 4-0.

Chair Long opened the public hearing on PL-11-0152. With no citizens requesting to speak, he closed the public hearing.

Vice Chair Cotera **MOVED** that the Planning Commission accept the findings and recommend approval of application PL-11-0152, a request to rezone subject property by adopting the Coldwater Depot PAD General Development Plan and Program, subject to the 15 staff recommended conditions of approval, including the revised Stipulation #3, as stated in the memorandum dated November 17, 2011. Commissioner Amos **SECONDED**.

ROLL CALL VOTE

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

The motion carried 4-0.

RESOLUTION NO. 3015-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND USE DESIGNATION OF APPROXIMATELY 41 ACRES LOCATED WEST OF 127TH AVENUE AND NORTH OF VAN BUREN STREET AS SHOW IN FILENAME PL-11-0151.

WHEREAS, the City of Avondale General Plan (the "General Plan") was adopted by the Mayor and Council of the City of Avondale (the "City Council") on June 17, 2002, and ratified by the qualified electors of the City of Avondale on September 10, 2002; and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land use designations; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the "City") has consulted with, advised and provided the opportunity for public comment on the amendment to the General Plan; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Planning and Zoning Commission (i) held a public hearing in the City Council Chambers on November 19, 2011 on the proposed General Plan amendment and (ii) provided notice of such hearing by publication of said notice in the *West Valley View* on November 1, 2011; and

WHEREAS, pursuant to the General Plan, the City Council (i) held a public hearing in the City Council Chambers on the proposed General Plan amendment on December 5, 2011 and (ii) provided notice of such hearing by publication of said notice in the *West Valley View* on November 15, 2011; and

WHEREAS, the City Council finds and determines that (i) proper notice has been given in a manner required by ARIZ. REV. STAT. § 9-461 *et seq.* of the proposed General Plan amendment and (ii) each of the required publications have been made in the *West Valley View*, a newspaper of general circulation in the City; and

WHEREAS, the City Council desires to amend the General Plan to change the land use designation for approximately 41 acres of real property generally located west of 127th Avenue and north of Van Buren Street from "Mixed Use" to "Employment."

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The General Plan is hereby amended to change the land use designation for approximately 41 acres of real property generally located west of 127th Avenue and north of Van Buren Street, as shown in filename PL-11-0151, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, from "Mixed Use" to "Employment."

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1630295.1

EXHIBIT A
TO
RESOLUTION NO. 3015-1211

[General Plan Amendment Legal Description and Map]

See following pages.

LEGAL DESCRIPTION FOR GENERAL PLAN AMENDMENT PURPOSES
41.0 GROSS ACRES
NWC 127TH AVENUE & VAN BUREN STREET

PARCEL "A":

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2;

THENCE NORTH 88 DEGREES 35 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 1319.98 FEET;

THENCE NORTH 01 DEGREES 24 MINUTES 05 SECONDS EAST, LEAVING SAID SOUTH LINE OF SECTION 2, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF VAN BUREN STREET, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 88 DEGREES 35 MINUTES 55 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY OF VAN BUREN STREET, A DISTANCE OF 369.52 FEET;

THENCE NORTH 01 DEGREES 24 MINUTES 05 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY OF VAN BUREN STREET, A DISTANCE OF 30.00 FEET;

THENCE NORTH 88 DEGREES 35 MINUTES 55 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY OF VAN BUREN STREET, A DISTANCE OF 509.78 FEET;

THENCE NORTH 04 DEGREES 45 MINUTES 59 SECONDS WEST, LEAVING SAID NORTH RIGHT-OF-WAY OF VAN BUREN STREET, A DISTANCE OF 735.96 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 1113.90 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 41 MINUTES 22 SECONDS EAST, A DISTANCE OF 936.09 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 36 SECONDS WEST, A DISTANCE OF 1877.38 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXCEPT THE PORTION CONVEYED TO CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, RECORDED AS 2008-590469 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 2 FROM WHICH A CITY OF AVONDALE BRASS CAP IN HANDHOLE MARKING THE SOUTHEAST CORNER OF SAID SECTION 2 BEARS, SOUTH 88 DEGREES 35 MINUTES 33 SECONDS EAST, A DISTANCE OF 2638.88 FEET, SAID COURSE BEING THE BASIS OF BEARING HEREIN;

THENCE SOUTH 88 DEGREES 35 MINUTES 33 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 1319.55 FEET TO THE SOUTHEAST CORNER OF THE WEST. HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE NORTH 00 DEGREES 09 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 55.01 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2 AND THE POINT OF BEGINNING;

THENCE NORTH 88 DEGREES 35 MINUTES 33 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 368.96 FEET;

THENCE NORTH 01 DEGREES 24 MINUTES 27 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 85.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE NORTH 88 DEGREES 35 MINUTES 33 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 510.57 FEET TO A POINT ON THE WEST LINE OF FLOOD CONTROL DISTRICT OF MARICOPA COUNTY PARCEL AS RECORDED IN INSTRUMENT NO. 87-044559, OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 04 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 168.82 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 32 SECONDS EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 04 DEGREES 45 MINUTES 28 SECONDS EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 82 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 430.63 FEET;

THENCE SOUTH 87 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 135.48 FEET;

THENCE SOUTH 01 DEGREES 24 MINUTES 27 SECONDS WEST, A DISTANCE OF 38.01 FEET;

THENCE SOUTH 87 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 168.41 FEET;

THENCE SOUTH 88 DEGREES 35 MINUTES 33 SECONDS EAST, A DISTANCE OF 65.79 FEET;

THENCE NORTH 45 DEGREES 40 MINUTES 54 SECONDS EAST, A DISTANCE OF 27.92 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 57 SECONDS EAST, A DISTANCE OF 39.40 FEET TO APOINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 00 DEGREES 09 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 30.87 FEET TO THE POINT OF BEGINNING.

PARCEL "B":

A PARCEL OF LAND LOCATED WITHIN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, BEING A CITY OF AVONDALE BRASS CAP IN A HANDHOLE, FROM WHICH THE SOUTH QUARTER CORNER THEREOF, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH, BEARS NORTH 88°33'10" WEST, A DISTANCE OF 2638.77 FEET;

THENCE NORTH 88°33'10" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1319.25 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2 AND THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED ;

THENCE CONTINUE, NORTH 88°33'10" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, A DISTANCE OF 871.33 FEET,

THENCE DEPARTING SAID LINE, NORTH 04°43'14" WEST, A DISTANCE OF 254.34 FEET;

THENCE NORTH 85°16'55" EAST, A DISTANCE OF 29.78 FEET;

THENCE SOUTH 04°43'05" EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 82°04'35" EAST, A DISTANCE OF 430.63 FEET;

THENCE SOUTH 87°35'53" EAST, A DISTANCE OF 135.48 FEET;

THENCE SOUTH 01°26'50" WEST, A DISTANCE OF 38.01 FEET;

THENCE SOUTH 87°35'53" EAST, A DISTANCE OF 168.41FEET;

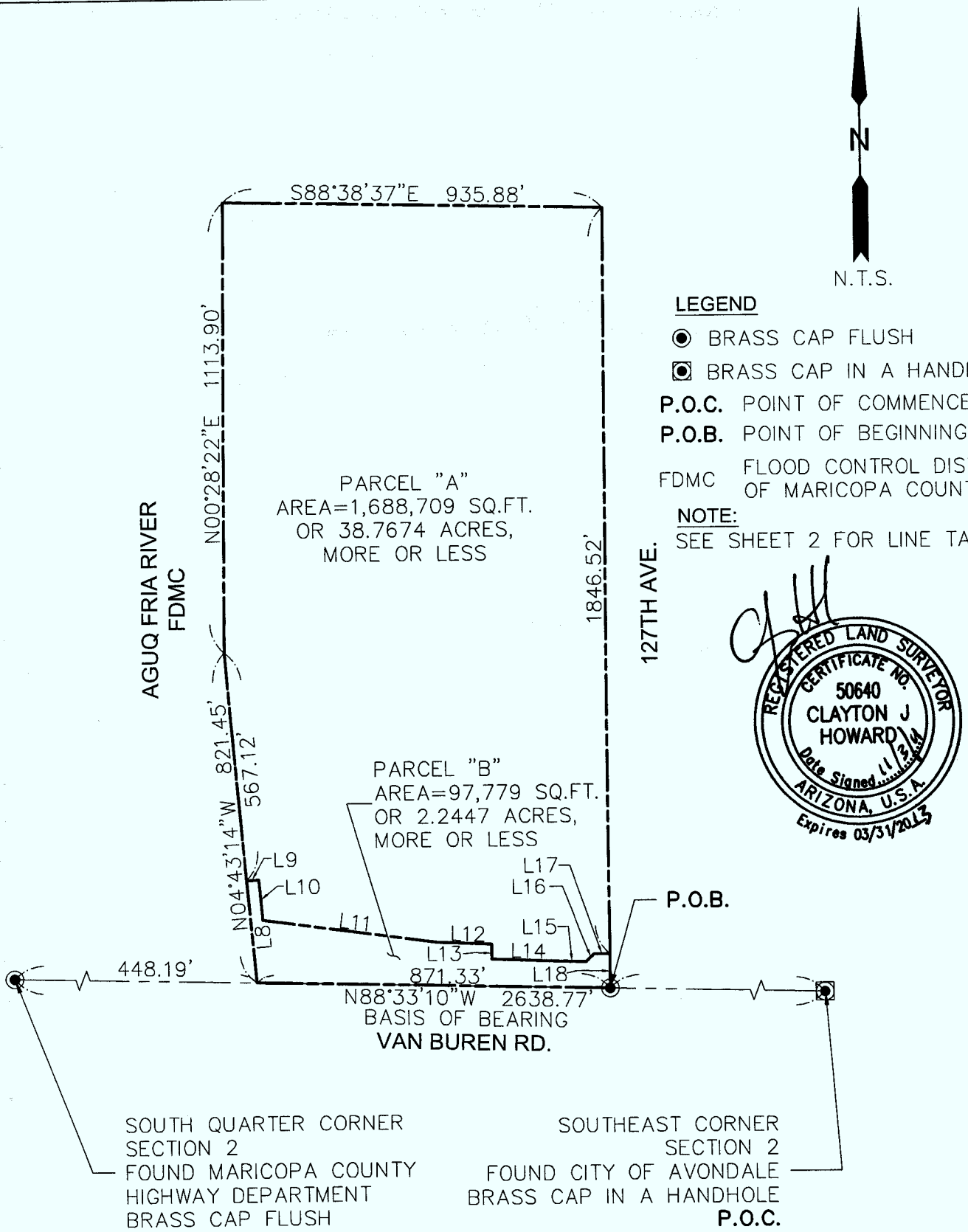
THENCE SOUTH 88°33'10" EAST, A DISTANCE OF 65.79 FEET;

THENCE NORTH 45°43'17" EAST, A DISTANCE OF 27.92 FEET;

THENCE SOUTH 89°48'34" EAST, A DISTANCE OF 39.40 FEET;

THENCE SOUTH 00°10'57" WEST, A DISTANCE OF 85.87 FEET TO THE **POINT OF BEGINNING.**

File: M:\Field_Data\00 LDD_Data\11039_127TH AND VAN BUREN\AREAS\11039 OVERALL GROSS LEGAL.dwg Plot Date: 11/01/11



LEGEND

- ◉ BRASS CAP FLUSH
- ⊡ BRASS CAP IN A HANDHOLE
- **P.O.C.** POINT OF COMMENCEMENT
- **P.O.B.** POINT OF BEGINNING
- FDMC FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

NOTE:
SEE SHEET 2 FOR LINE TABLE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50640
CLAYTON J
HOWARD
Date Signed 11/3/11
ARIZONA, U.S.A.
Expires 03/31/2013

SHEET 1 OF 2	DATE: 11/01/011	EXHIBIT MAP FOR GENERAL PLAN AMENDMENT PURPOSES
		BY: BLH CHK: CJH QC:
		BCG PROJECT NO: 00000 TASK: CLIENT REF NO:

Bowman CONSULTING

3010 S Priest Dr, #101
Tempe, Az 85282
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

Line Table		
Line #	Direction	Length
L8	N4°43'14"W	254.34'
L9	N85°16'55"E	29.78'
L10	S4°43'05"E	100.00'
L11	S82°04'35"E	430.63'
L12	S87°35'53"E	135.48'
L13	S1°26'50"W	38.01'
L14	S87°35'53"E	168.41'
L15	S88°33'10"E	65.79'
L16	N45°43'17"E	27.92'
L17	S89°48'34"E	39.40'
L18	S0°10'57"W	85.87'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50640
CLAYTON J
HOWARD
Date Signed 11/2/11
ARIZONA, U.S.A.
Expires 03/31/2013

SHEET 2 OF 2

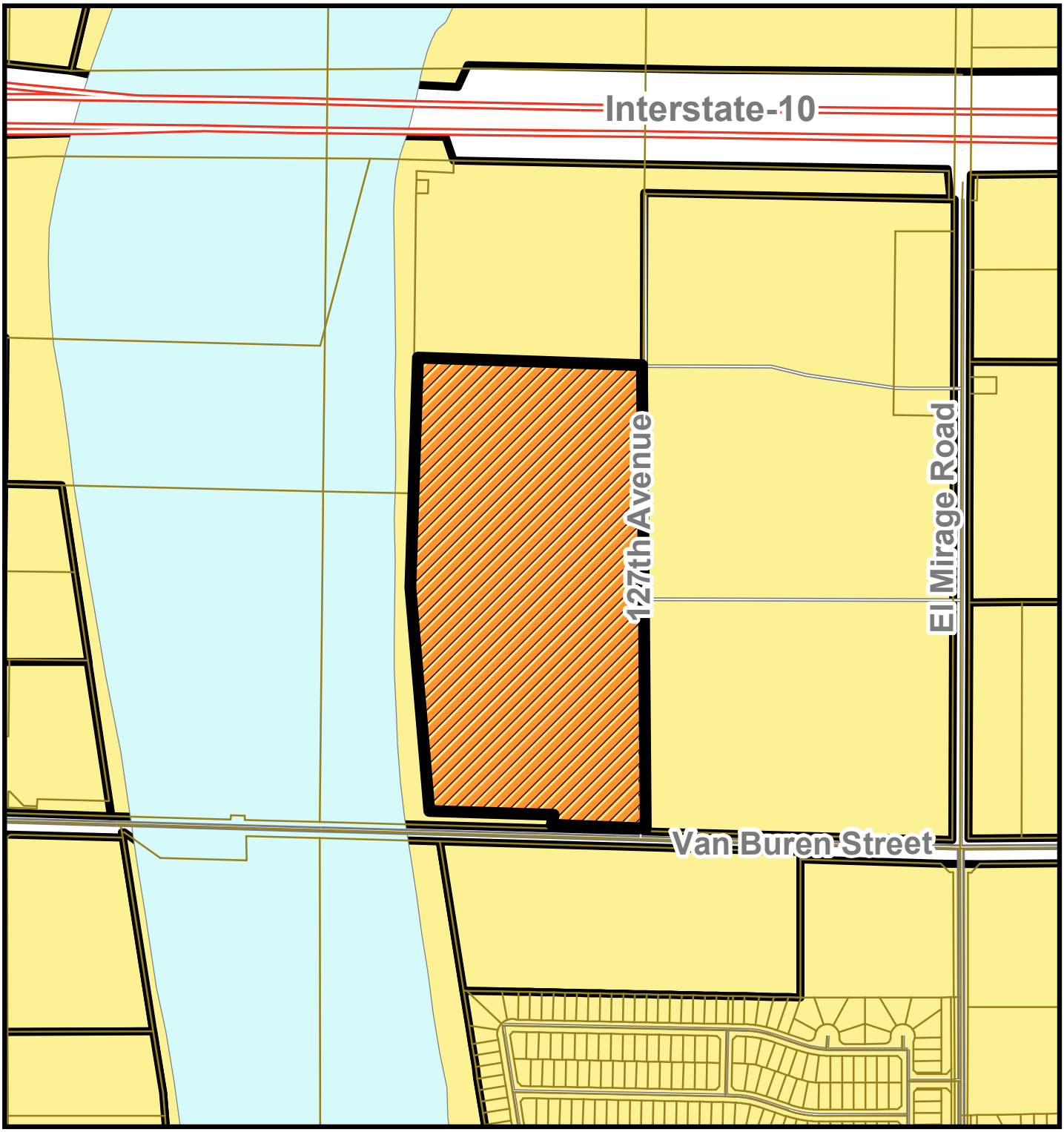
DATE: 11/01/011

EXHIBIT MAP FOR GENERAL PLAN AMENDMENT PURPOSES

BY: BLH | CHK: CJH | QC:

BCG PROJECT NO: 00000 TASK:
CLIENT REF NO:

Bowman CONSULTING
3010 S Priest Dr, #101
Tempe, Az 85282
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com



Application PL-11-0151

Avondale

Subject Property

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1478-1211 – Coldwater Depot PAD Rezoning (PL-11-0152)

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Rezone real property by replacing two existing Planned Area Developments (PADs) with a new PAD Zoning District titled Coldwater Depot.

PARCEL SIZE: Approximately 58.4 Gross Acres

LOCATION: Northwest corner of Van Buren Street and 127th Avenue (Exhibits C and D)

APPLICANT: Ms. Catherine Thuringer, Trammell Crow Company, (602) 285-3104

OWNER: Mr. Donald J. Mahoney, Coldwater Industrial Associates, LLC, (602) 285-3101

BACKGROUND:

The subject property, comprised of a 17.4 acre north parcel and a 41.0 acre south parcel, was annexed into the City of Avondale on January 16, 1978. Upon adoption of the City's new zoning map in 1990, the property was zoned AG (Agricultural). The north parcel is designated by the General Plan Land Use Map as Employment (Exhibit A). The south parcel is currently designated by the General Plan Land Use Map as Mixed Use. However, the applicant has submitted a concurrent request (PL-11-0151) for a minor General Plan Amendment to change the designation of the south parcel to Employment (Exhibit B). The Employment classification encourages uses that provide employment opportunities, such as general office and industrial uses. All activities must be conducted within enclosed buildings. This rezoning request may only be approved if the General Plan Amendment request to change the land use designation to Employment is also approved.

The approximate 17.4 acre parcelto the northwas rezoned from AG to PAD (Avondale Commerce Center IV Planned Area Development) on April 16, 2007. That PAD Plan contained nearly identical uses, development standards, and design standards as the Avondale Commerce Center PAD, a project that has been partially developed on the property directly east of the subject site. However, because development did not occur on the property within three years of the PAD's effective date and no extensions were requested by the original property owner, the Avondale Commerce Center IV PAD Development Plan expired on May 16, 2010. Under the terms of the City's PAD Ordinance, the property cannot be developed until a new PAD Zoning Districtis approved or the property is rezoned to a standard zoning district. If the Coldwater Depot PAD is not approved for this property, the zoning will continue to be expired until the City takes action to revert the zoning of the property to its previous designation of AG (Agricultural).

The northernmost 600 feet of thenorthparcelis located within the “Freeway Frontage” subarea of the Freeway Corridor Specific Plan (FCSP). The FCSP specifies that warehousing/distribution uses are permitted in this area provided design, screening, and landscaping requirements are met. Additional discussion and analysis of these requirements can be found later in this report.

The approximately 41.0 acre parcelto the southwas rezoned from AG to PAD (Agua Fria Riverfront Planned Area Development) on December 14, 2009. Because the property is designated as Mixed Use by the General Plan, the PAD divided the property into five subareas with different permitted uses and development standards prescribed for each. Included in these subareas were locations for retail development, office development, and industrial development. Design was required to adhere to the Design Manual for Commercial, Industrial, and Multi-Family Residential Development. No additional applications, such as a site plan, have been submitted for this site since the PAD was approved. If not rezoned as part of the Coldwater Depot PAD proposal, the Agua Fria Riverfront PAD will remain valid through January 14, 2013, unless development occurs on the site or extensions are granted by the City Council. The south parcel is located within the FCSP boundaries but not within any sub-area that contains additional design requirements.

The uses and current zoning, and General Plan designations of the surrounding properties are as follows:

- **NORTH:** Interstate 10 (I-10) Freeway, ADOT regional drainage channel, and additional ADOT right-of-way. The distance between the northern property line of the subject property and the southern property line of Avondale Friendship Park varies between 1,020 and 1,100 feet. I-10 does not have a General Plan Land Use Map designation; Friendship Park, however, is designated as Open Space.

- **SOUTH:** The property south of Van Buren Street is owned by the City of Avondale and is the location of the Coldwater Booster Station. The property is zoned R1-6 (Urban Residential); public utility facilities are permitted with conditions in all residential zoning districts. The General Plan Land Use Map designation for the property is Public Facilities.

- **EAST:** The property to the east of 127th Avenue is a portion of the Avondale Commerce Center Planned Area Development (PAD) approved in February 2005. The approved PAD allows for a range of commerce park, office, light industrial, and limited retail uses. The northernmost portion of the adjacent property, Avondale Commerce Center Phase II, has been developed with nine flex buildings. Tenants currently operating in these buildings include a pet boarding and day care facility and a commercial florist; the vast majority of tenant spaces are vacant. The southern portion of the adjacent property, Avondale Commerce Center Phase III, is partially developed with a charter school. The PAD requires the remainder of Phase III to be developed with retail and office uses. The General Plan Land Use Map designation of the property is a combination of Mixed Use and Employment.

- **WEST:** The Agua Fria River runs along the western boundary of the subject site. At this location, the riverbed is used solely for recreational and open space purposes and does not contain any mining operations. The Agua Fria River is designated by the General Plan as Open Space.

SUMMARY OF REQUEST:

1.The applicant is requesting to rezone approximately 58.4 acres by adopting the Coldwater Depot PAD (Planned Area Development) General Development Plan and Program (Exhibit F). The General Development Plan and Program details permitted uses, development standards, landscaping and design standards, and associated infrastructure requirements that will guide future development of the site.

2. The General Development Plan and Program contains a conceptual site plan, with two alternative variations (PAD Exhibit D), and conceptual architectural renderings (PAD Exhibit E) for the development of distribution warehouse facilities on the site that could range from 870,000 square feet to over 1 million square feet. The development of the site will be required to generally conform to these exhibits.

3.The proposed PAD allows for a list of uses that are suitable for large warehouse buildings, with the primary goal of attracting a large corporate warehouse to the site. Warehousing and distribution is viewed as the primary use of the property. To allow limited flexibility, however, other permitted uses include aviation related repair/service/sales, food preparation and packaging, design centers, laboratories, landscaping/agricultural suppliers, light and heavy manufacturing/assembly, packaging, and wholesaling. Ancillary uses aimed at serving the major development are also allowed, such as business support services and small health/athletic clubs. At staff's request, the applicant revised their initial proposal to eliminate all heavy industrial uses which staff believed were not aesthetically compatible with the Freeway Corridor, all commercial uses which were not compatible with an industrial development of this type, and all high parking generating uses which could not be accommodated by the conceptual site plan. It should be noted that, besides trucks maneuvering into loading docks, all activities on the site will be conducted indoors. There will be no outdoor storage of materials allowed on the site.

4.The proposed Coldwater Depot PAD includes development standards largely in accordance with the City's CP (Commerce Park) and A-1 (General Industrial) Zoning Districts. Maximum building height is limited to 45', the same as the maximum building height allowed in the A-1 District. Minimum building setbacks are 20' on all sides of the property except the north, where a minimum 30' building setback will be required per the Freeway Corridor Specific Area Plan. The CP District requires a 25' front setback but only 15' on rear and side yards. Additionally, the PAD provides for parking setbacks ranging from 10' to 30' depending on the property side, which are not required in Employment Districts but will allow for the provision of additional landscaping on the perimeter of the site.

5.Exhibit D of the PAD General Development Plan contains three conceptual site plan options for development of the site. Options A and B include a single, 1,025,000 square foot distribution warehouse building and the options only vary in terms of phasing. Option C includes two buildings, a 720,000 square foot distribution warehouse on the back of the property and a smaller 150,000 square foot traditional warehouse on the front of the property. The final decision will be market driven.

Because the site is rectangular in nature with the narrowest sides facing north and south, buildings are oriented from north to south to provide for the most efficient coverage of the site. This site design is required to allow for cross-dock distribution, which allows one side of the building receive shipments of merchandise and the other side to transfer merchandise from the warehouse to trucks departing the site. Because of this setup, the truck court areas will be at least partially visible from I-10 and Van Buren Street. Screen walls, landscaping, and existing features such as the Agua Fria levy will be utilized to obscure views into these “working areas” of the site.

Section IX of the PAD General Development Plan establishes standards for site design components that the project will be required to adhere to, such as parking, screening, mechanical equipment, wall/fence design, lighting, and public art. These standards are in general conformance to Zoning Ordinance requirements. Parking is to be provided per Section 8 of the Avondale Zoning Ordinance, with an exception to allow for additional parking if a use requires more parking than a standard distribution facility. Screening standards and wall and fence design are identical to what is required by Section 12 of the Zoning Ordinance, Landscaping, Walls, and Fences. Lighting meets Zoning Ordinance dark sky requirements. Lastly, public art will be provided as part of this project, either incorporated into the site or through a financial contribution to the City's public art fund.

6.The proposed 1,000,000 square foot building is not comparable to any existing building in Avondale. For comparison purposes, the American Sports Center (ASC) in the City Center is approximately 83,000 square feet, meaning the proposed building will be equivalent of roughly 12 ASCs. As such, it is very important to use various architectural techniques to break up long wall planes and make the building as aesthetically compatible with the City's design expectations.

Exhibit E of the PAD General Development Plan contains conceptual renderings of the proposed building architecture. Additionally, Section VIII of the General Development Plan outlines architectural design criteria for development of the site. A contemporary style featuring a sophisticated, neutral color palette is proposed and special attention to detail is provided on the north and south elevations which are nearest to the high traffic I-10 and Van Buren Street. The building entrance areas are strongly emphasized through the use of asymmetrical design elements, variation in high quality, textured materials, and steel canopies which provide shade and shadow. Variation in parapet height, color changes, reveals, and scoring is provided to break up the very long walls on the east and west elevations. Additionally, accent lighting will be used to give the building a dramatic appearance in evening hours. Green building elements will be incorporated into the design of the buildings.

Because of the use of the building as a cross-dock distribution facility, roll-up doors for truck loading and unloading will be present on the vast east and west elevations. Multiple techniques will be employed to reduce or obscure views of those doors, most notably screen walls and landscaping on the east elevation and the existing 10' Agua Fria levy, which will serve as a screen wall, and additional landscaping along the west elevation. Additionally, the corners of the additional architectural treatment proposed on the corners of the building will help to draw the attention of passers-by away from less interesting portions of the site.

Lastly, exterior downspouts are proposed, which are typically prohibited in Avondale. Staff has allowed the applicant to use exposed downspouts however they must be architecturally enhanced. The design of those features as shown in the conceptual renderings is unsatisfactory and a stipulation has been added that the final design will be agreed upon prior to Site Plan approval.

7.Landscape setback areas are provided adjacent to street frontages. The narrative states that a 20' landscape setback will be provided adjacent to Van Buren Street and a 30' landscape setback will be provided adjacent to I-10. The narrative also states that a 10' landscape setback will be provided adjacent to 127th Avenue, however, staff has proposed a stipulation to increase this setback to 13' because the existence of an 8' Public Utility Easement along that frontage. Small plants and shrubs are allowed in a PUE but tree planting is prohibited. The 13' setback proposed by stipulation will allow for a 5' wide area adjacent to 127th Avenue which will allow for tree planting that will help provide a visual break to the long frontage.

As stated in Section X of the PAD General Development Plan, all other landscaping requirements for the project will be required to adhere to Zoning Ordinance Section 12, Landscaping, Walls, and Fences. That section contains standards for minimum landscape area on site, landscaped areas in parking lots, tree quantity and tree size requirements, etc. The result of complying with the terms of the Ordinance will be a well-landscaped and attractive site. A landscape plan will be reviewed by staff at Site Plan to ensure all requirements have been met and that the plants identified in Exhibit F of the PAD Development Plan are used.

Additionally, a useable open space area will be provided on the site to benefit employees of the development. The area will be fully landscaped, utilize decorative paving, and incorporate amenities such as furniture, benches, and pedestrian lighting. Additional open space without amenities will be created through a large landscaped retention basin adjacent to Van Buren Street.

8.Section XI and Exhibit G of the PAD General Development Plan establish signage standards for the development. The PAD proposes freestanding signage in conformance with what is allowed in the CP Zoning District. These sign types include a project monument at the northwest corner of 127th Avenue and Van Buren Street, directory and directional signs to assist in navigating through the site, and two multi-tenant monument signs (if the project is occupied by more than one tenant only). The areas and heights of these sign types conform to Zoning Ordinance requirements. The PAD proposes wall signage in conformance with Zoning Ordinance requirements for design but that

is significantly larger than typically allowed. The A-1 District allows wall signs to cover a maximum area of 150 square feet; the proposal will allow 200 square feet with the potential for 250 square feet if the signs are the more understated halo-illuminated reverse pan channel design. The requested increase in sign size is supported in order to help ensure signage will be to scale with the vast size of the building itself. There are no allowances for freeway pylon signs or electronic message signs within the PAD.

9.Vehicular access to the site will be from 127th Avenue. 127th Avenue is designated as a minor collector roadway which requires 40' of half-street right-of-way width. The developer will be required to dedicate right-of-way and complete the ultimate minor collector section of the west half of 127th Avenue. The street may be completed in phases if development of buildings on the site is phased. If a phase includes a building area of greater than 250,000 square feet, however, the full length of improvements will be completed in that phase.

10. Water and sewer services will be obtained from the City of Avondale. The City does have adequate capacity in place to serve the proposed development, however the final design has not been finalized. For instance, a sewer lift station may be required if models show a gravity system to be inadequate. Several stipulations pertaining to future applicant responsibilities pertaining to water, sewer, and fire flow design requirements are recommended as part of this rezoning.

11. The Agua Fria Trail System will be extended as part of this project the length of the subject property. The trail will be landscaped and be built atop the Agua Fria River levy, connecting to the existing trail south of Van Buren Street via a pedestrian underpass constructed by the City several years ago. Ultimately, the City will complete the trail by constructing a portion from the terminus of this segment, under I-10, to Friendship Park, allowing residents in the southern portions of Avondale to reach the City's most prominent outdoor recreational facility. Unlike 127th Avenue, which may be phased, a stipulation is included requiring the developer to construct the full length of the trail adjacent to the subject property in the first phase of development prior to issuance of a Certificate of Occupancy or Completion for any building on-site. The final design of the multi-use trail is still to be finalized and will require collaboration between the developer and both the City of Avondale and the Flood Control District of Maricopa County.

12. A private well is located on a 50' x 50' parcel owned by a separate party at the northwest corner of the site. The City anticipates acquiring the private well and replacing it with a new public well to meet City water needs at some point in the near future. The City will require additional land to be dedicated to the City by the developer in order for the facility to be built to City standards. A stipulation is included which requires the developer to dedicate that land and an access/utility easement during the Site Plan process.

13. Amendments to this PAD will follow Zoning Ordinance protocol. Major amendments which change the character of the development will require Planning Commission review and City Council approval. Minor amendments which do not affect the overall concept of the development will be processed administratively. A Site Plan for the project will be reviewed administratively to ensure conformance with the PAD General Development Plan and exhibits thereto.

PARTICIPATION:

The applicant conducted a neighborhood meeting on October 26, 2011 at 6:00 P.M. in City Hall's Ocotillo Conference Room. The meeting was advertised in the October 11, 2011 edition of the West Valley View. A public hearing notice sign was posted on the property on October 11, 2011. Additionally, 19 property owners within 500 feet of the subject property were notified of the meeting by letters sent on October 11, 2011. According to the applicant, no citizens attended the neighborhood meeting.

A notice of the November 17, 2011 Planning Commission hearing was published in the West Valley View on November 1, 2011. On October 28, 2011, the sign was updated to reflect the date and time

of the Planning Commission meeting. On October 31, 2011, letters were mailed to the 19 property owners whose parcels were located within 500 feet of the subject property. No comments were received and no interested parties spoke on the item at the Planning Commission meeting.

A notice of the December 5, 2011 City Council hearing was published in the West Valley View on November 15, 2011. On October 14, 2011, the sign was updated to reflect the date and time of the City Council meeting. On October 14, 2011, letters were mailed to the 19 property owners whose parcels were located within 500 feet of the subject property. No additional comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on November 17, 2011, and voted 4-0 to recommend approval of this request subject to the following staff recommended stipulations (Exhibit G):

1. The development shall be in substantial conformance with the Coldwater Depot PAD General Development Plan and Program, date stamped November 17, 2011, except as modified by these conditions.
2. A sealed copy of a final ALTA Survey will be required at the time of Site Plan submittal.
3. The additional land necessary for the well site (in excess of the existing 50' x 50' site) and a separate unrestricted, continuous public utility and access easement extending from the public right of way to the future well site shall be dedicated by the Developer as part of the Site Plan approval process.
4. The Developer will be required to submit a Traffic Impact Analysis, Water Report, Geotechnical Report, and Sewer Report as part of the Site Plan Approval process.
5. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined after review of a full Traffic Impact Analysis by the City Engineer.
6. Dedication of right-of-way on 127th Avenue to provide a total half width of 40 feet shall be made prior to issuance of any permits for any part of the project.
7. Interim improvements to Van Buren Street adjacent to the applicant's property were completed by the City in 2008. As part of that project, the City purchased the required right-of-way from the property owner and paid all construction costs to complete the road work. As part of a previous agreement, the developer is required to reimburse to the City the cost of acquisition of the Van Buren Street right-of-way and the cost of construction of the interim improvements. The developer shall reimburse the City prior to issuance of a building permit.
8. The Developer will work with City and the FCDMC (Flood Control District of Maricopa County) Staff to finalize the specific design requirements of the Agua Fria trail, including but not limited to, paved trail width, location of nodes, and handrail type prior to issuance of a building permit. At this point in time merely the location and landscape theme have been determined.
9. The Developer shall continue to work with City staff to finalize the specific design requirements for the fire flow, not limited to looping criteria and the required pressures for the proposed ESFR (Emergency Suppression Fast Response) system prior to issuance of a building permit.
10. The Developer shall continue to work with City staff to finalize the specific design requirements for sewer service, not limited to service connections and lift station design prior to issuance of a building permit.
11. Financial assurance for all work within the public right-of-way shall be paid prior to issuance of any permits for the project.
12. The Developer shall complete construction of the full length of trail adjacent to the subject property prior to issuance of a Certificate of Occupancy or Certificate of Completion for any building or portion of a building on the subject property. The trail may not be phased.
13. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
14. The exposed downspouts depicted in the PAD Development Plan and Program are not

approved. The applicant shall work with staff to finalize an acceptable downspout design prior to Site Plan approval

15. The minimum landscape setback adjacent to 127th Avenue shall be 13'.

Discussion centered on the importance of ensuring the proposed facility does not aesthetically detract from Avondale's I-10 frontage.

ANALYSIS:

Conformance with General Plan and Freeway Corridor Specific Plan

- If the accompanying General Plan Amendment is approved, the Land Use Map will designate this property as Employment. The Employment classification encourages uses that provide employment opportunities, such as general office and industrial uses. All activities must be conducted within enclosed buildings. The uses proposed by the Coldwater Depot PAD comply with the intent of the Employment designation. Please note, however, that if the Coldwater Depot General Plan Amendment is not approved, the proposed PAD will not conform to the Mixed Use General Plan designation.

- *Land Use Goal #2, Objective A, Policy 1,*"Continue to implement the North Avondale Specific Plan, Freeway Corridor Specific Plan, and the City of Avondale Tres Rios Greenway Specific Plan": The proposed PADwill result in a development which meets the intent of theFreeway Corridor Specific Plan, which is to attract a wide variety of employment-generating uses with a desire for exposure and visibility to the freeway and arterial street system. The anticipated distribution warehouse facility can be expected to create a large number of jobs in the area.

- *Land Use Goal #3,*"Plan land uses to minimize conflicts between them": Development of the site with a distribution warehouse development will avoid some of the potential conflicts that could have occurred on 127th Avenue if the site were developed with uses that generated a more significant combination ofpedestrian, automobile, and truck traffic. Surrounding development already is designed to accommodate truck traffic and the proposed PAD will not conflict with that existing development.

- *Economic Development Goal #2, Objective D*"Encourage a diversity of employment types to provide protection against fluctuations in certain sectors of the economy." The majority of the City's Employment designated land is reserved and zoned for commerce park development for which the market is saturated. The proposed Coldwater Depot PAD envisions a large warehouse and distribution facility, an employment type that the City currently does not have. Approval of this PADwill help provide more balance as this objective advocates for.

- *Open Space Element, Goal #2,*"Create non-motorized connections to open space, rivers, and mountains." The project developer will be required to construct a landscaped trail atop the Agua Fria River levy that will connect to the existing trail south of Van Buren Street through an existing pedestrian underpass under Van Buren Street. Eventually, the north end of the trail will be connected by the City underneath I-10 to Friendship Park, allowing residents in southern portions of the City to access our most significant regional park by walking or biking without the need to travel on public streets. Development of the property, facilitated by approval of this PAD, will allow a critical portion of the City's trail system to be completed.

- *Recreation Element, Goal #2, Objective C,* "Expand cooperative opportunities within our City and between Avondale and other public and/or private entities to provide recreation, art, and cultural facilities." Approval of the proposed PAD will facilitate development of the site, which will in turn trigger the requirement that the developer participate in the City's public art program in addition to constructing the recreational trail.

- A portion of subject property falls within the “Freeway Frontage” sub-area of the Freeway Corridor Specific Plan (FCSP). According to the Specific Plan, the subject property is “well suited for certain types of commercial and commerce park uses which desire high visibility and are not impacted by freeway noise”. The applicant has stated that large, corporate distribution warehouse users demand high visibility for their signage and, as such, the proposed development will meet the intent of the FCSP.

- The Freeway Corridor Specific Plan states, “Design and landscaping standards must be developed to ensure that development along the Freeway will present an upscale image”. The proposed Coldwater Depot PAD proposes strong architecture, site design, and landscaping standards to ensure that the site aesthetically enhances the freeway corridor. The portions of the site that will contain roll up doors intended for loading and unloading of trucks will be obscured by a combination of landscaping, walls, and the existing Agua Fria levy, and will be overshadowed by the quality of architecture on the most prominent locations of the building.

- The Freeway Corridor Specific Plan identifies a maximum height of four stories for development on this property. The PAD proposes maximum building heights lower than the FCSP maximum.

- Although the Freeway Corridor Specific Plan permits outdoor storage areas that are limited in size and not visible to the freeway traveler, the proposed PAD does not allow for outdoor materials storage of any kind.

Permitted Uses

- The PAD proposes a very limited list of permitted uses that are appropriate in the Employment General Plan designation and Freeway Corridor planning area.

- All uses proposed will occur inside enclosed buildings. Furthermore, no uses proposed involve an outdoor storage component.

- All uses proposed are compatible with the surrounding industrial development.

- All uses proposed will generate a significant number of jobs for the City of Avondale.

Development Standards

- The development standards contained within the proposed Coldwater Depot PAD are comparable to Zoning Ordinance requirements for development in the CP and A-1 Districts. No proposed development standards, such as setbacks, building height, or lot coverage, vary significantly from any Zoning Ordinance requirement.

- All development standards specified as required by the Freeway Corridor Specific Plan are incorporated into the PAD. Included amongst these is a 30' landscape setback adjacent to I-10.

Design, Landscaping, and Signage Standards

- In addition to establishing standards for design, materials, and colors, the Coldwater Depot PAD contains conceptual renderings to allow the Commission and Council to see what the proposed development is likely to look like. The renderings depict a contemporary style building which incorporates a sophisticated, neutral color palette.

- The architect has provided special treatment on the north and south elevations which will be most visible from arterial streets and highways. The building entrance areas on the north and south elevations utilize a variety of design elements, high quality materials with texture, and

canopies for shading and shadowing. Accent lighting will be used to give the building a dramatic appearance in evening hours.

- Because the building will be significantly larger than anything currently built in Avondale, it is very important to employ various architectural techniques to break up long wall planes and make the building as aesthetically compatible with the City's design expectations as possible. Variation in parapet height, color changes, reveals, and scoring is provided to break up the very long walls on the east and west elevations.

- The use of the building as a cross-dock distribution facility necessitates the use of roll-up doors for truck loading and unloading on the east and west elevations. Views of these truck court areas will be reduced/obscured through the use of screen walls and landscaping on the east elevation and the existing 10' Agua Fria levy, which will serve as a screen wall, and additional landscaping along the west elevation. Additionally, the corners of the additional architectural treatment proposed on the corners of the building will help to draw the attention of passers-by away from less interesting portions of the site.

- Green building elements, including recycled building materials, energy efficient lighting, and locally procured building materials will be incorporated into the design of the buildings. Roof mounted photovoltaic systems may also be incorporated.

- Landscaping and usable open space areas on the site will be required to adhere to Zoning Ordinance landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, plant quantities, and usable, shaded pedestrian areas, are provided throughout the site.

- Proposed signage complies with Zoning Ordinance requirements except that wall mounted signage exceeds Zoning Ordinance size maximums. Staff supports this request because the size of the building will make a standard sized sign appear out of scale.

Streets, Utilities, and Other Infrastructure

- Sufficient vehicular access to the site will be provided from 127th Avenue. The developer is required to dedicate right-of-way and complete the ultimate minor collector section of the west half of 127th Avenue.

- 127th Avenue may be completed in phases if development of buildings on the site is phased. If a phase includes a building area of greater than 250,000 square feet, however, the full length of improvements to 127th Avenue will be completed in that phase. Although the City typically requires all street improvements to be completed in the first phase of a project, 127th Avenue does not have substantial connectivity to the rest of the City's street network and phasing of those improvements will not impose a burden on motorists compared to a situation requiring frequent closures of a heavily traveled roadway.

- Additional right-of-way and improvements beyond the standard street section specifications may be required for intersections, turn lanes, decelerations lanes, transit stops, and/or a potential traffic signal, and other requirements. Whether or not these items are required will be determined after a review of the full Traffic Impact Study the applicant must submit at the time of Site Plan review. It will also be determined at that time whether a traffic signal at the intersection of Van Buren Street and 127th Avenue is warranted as a result of this development.

- The City has adequate water and sewer capacity to serve the proposed development.

- The developer is required to extend the Agua Fria Trail System the length of the property as part of this project. The trail will be landscaped and built atop the Agua Fria River levy. The entirety of the trail adjacent to the property must be constructed in the first phase of development prior to issuance of a Certificate of Occupancy or Completion for any building on-site. This is to ensure that the existing trail south of Van Buren Street will be able to connect to Friendship Park as soon as the City completes the final segment of the trail system.

Stipulations

- Staff has recommended stipulations as necessary to ensure the future review of the site will comply with standard procedural requirements and the resultant development will meet or exceed the expectations of the City.

Conclusion:

Based upon staff's review and analysis of the proposed rezoning, staff recommends approval of the request subject to conditions. In the event that the General Plan Amendment request is denied, this rezoning request must also be denied as it would no longer be in conformance with the General Plan Land Use Map.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt the Ordinance approving Application PL-11-0152, a request to rezone approximately 58.4 gross acres to PAD (Planned Area Development), subject to the following fifteen Planning Commission recommended stipulations:

1. The development shall be in substantial conformance with the Coldwater Depot PAD General Development Plan and Program, date stamped November 17, 2011, except as modified by these conditions.
2. A sealed copy of a final ALTA Survey will be required at the time of Site Plan submittal.
3. The additional land necessary for the well site (in excess of the existing 50' x 50' site) and a separate unrestricted, continuous public utility and access easement extending from the public right of way to the future well site shall be dedicated by the Developer as part of the Site Plan approval process.
4. The Developer will be required to submit a Traffic Impact Analysis, Water Report, Geotechnical Report, and Sewer Report as part of the Site Plan Approval process.
5. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined after review of a full Traffic Impact Analysis by the City Engineer.
6. Dedication of right-of-way on 127th Avenue to provide a total half width of 40 feet shall be made prior to issuance of any permits for any part of the project.
7. Interim improvements to Van Buren Street adjacent to the applicant's property were completed by the City in 2008. As part of that project, the City purchased the required right-of-way from the property owner and paid all construction costs to complete the road work. As part of a previous agreement, the developer is required to reimburse to the City the cost of acquisition of the Van Buren Street right-of-way and the cost of construction of the interim improvements. The developer shall reimburse the City prior to issuance of a building permit.
8. The Developer will work with City and the FCDMC (Flood Control District of Maricopa County) Staff to finalize the specific design requirements of the Agua Fria trail, including but not limited to, paved trail width, location of nodes, and handrail type prior to issuance of a building permit. At this point in time merely the location and landscape theme have been determined.
9. The Developer shall continue to work with City staff to finalize the specific design requirements for the fire flow, not limited to looping criteria and the required pressures for the proposed ESFR (Emergency Suppression Fast Response) system prior to issuance of a building permit.
10. The Developer shall continue to work with City staff to finalize the specific design requirements for sewer service, not limited to service connections and lift station design prior to issuance of a

building permit.

11. Financial assurance for all work within the public right-of-way shall be paid prior to issuance of any permits for the project.
12. The Developer shall complete construction of the full length of trail adjacent to the subject property prior to issuance of a Certificate of Occupancy or Certificate of Completion for any building or portion of a building on the subject property. The trail may not be phased.
13. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
14. The exposed downspouts depicted in the PAD Development Plan and Program are not approved. The applicant shall work with staff to finalize an acceptable downspout design prior to Site Plan approval
15. The minimum landscape setback adjacent to 127th Avenue shall be 13'.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** an Ordinance approving Application PL-11-0152, a request to amend the zoning atlas for approximately 58.4 gross acres to Planned Area Development (PAD), subject to the fifteen stipulations recommended by the Planning Commission.

ATTACHMENTS:

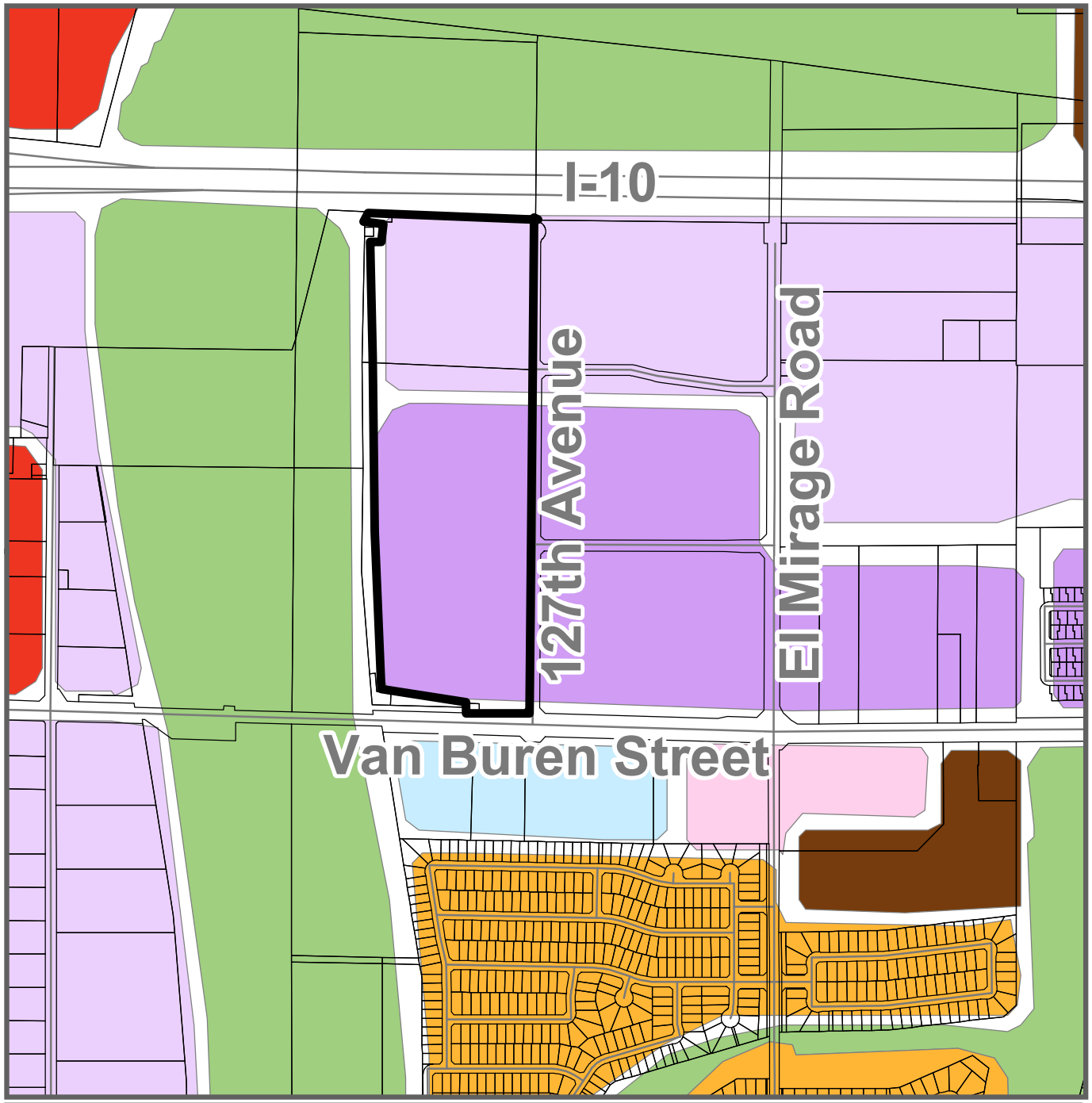
Click to download

- Exhibit A - Existing General Plan Land Use Map
- Exhibit B - Proposed General Plan Land Use Map
- Exhibit C - Zoning Vicinity Map
- Exhibit D - Aerial Photograph
- Exhibit E - Summary of Related Facts
- Exhibit F - Coldwater Depot Planned Area Development (PAD) General Development Plan and Program, date stamped November 17, 2011
- Exhibit G - Excerpt of Planning Commission Meeting Minutes from November 17, 2011
- Ordinance 1478-1211

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A



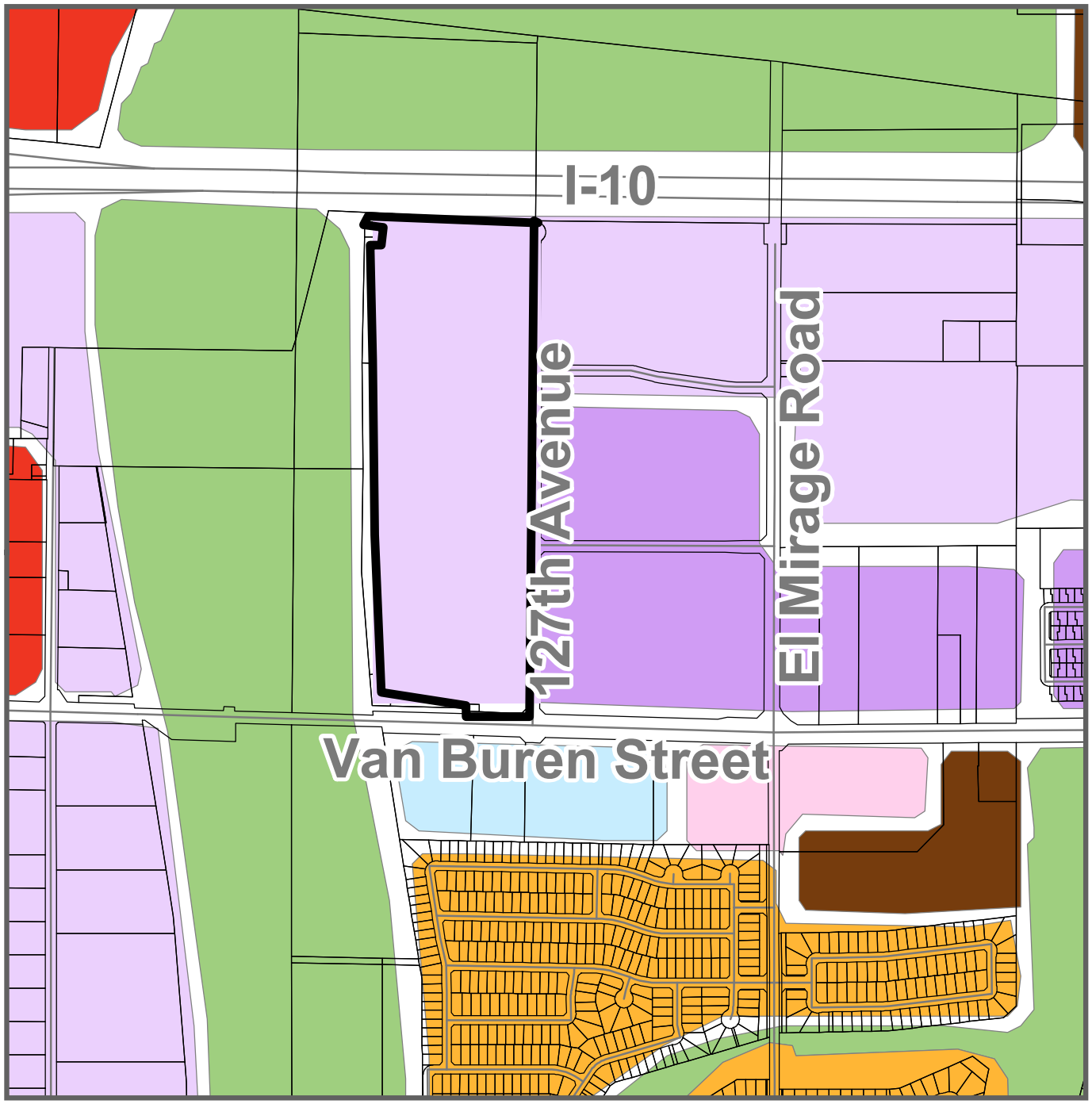
Existing Land Use Map

General Plan Land Use Map

- Parcel_Extended
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B



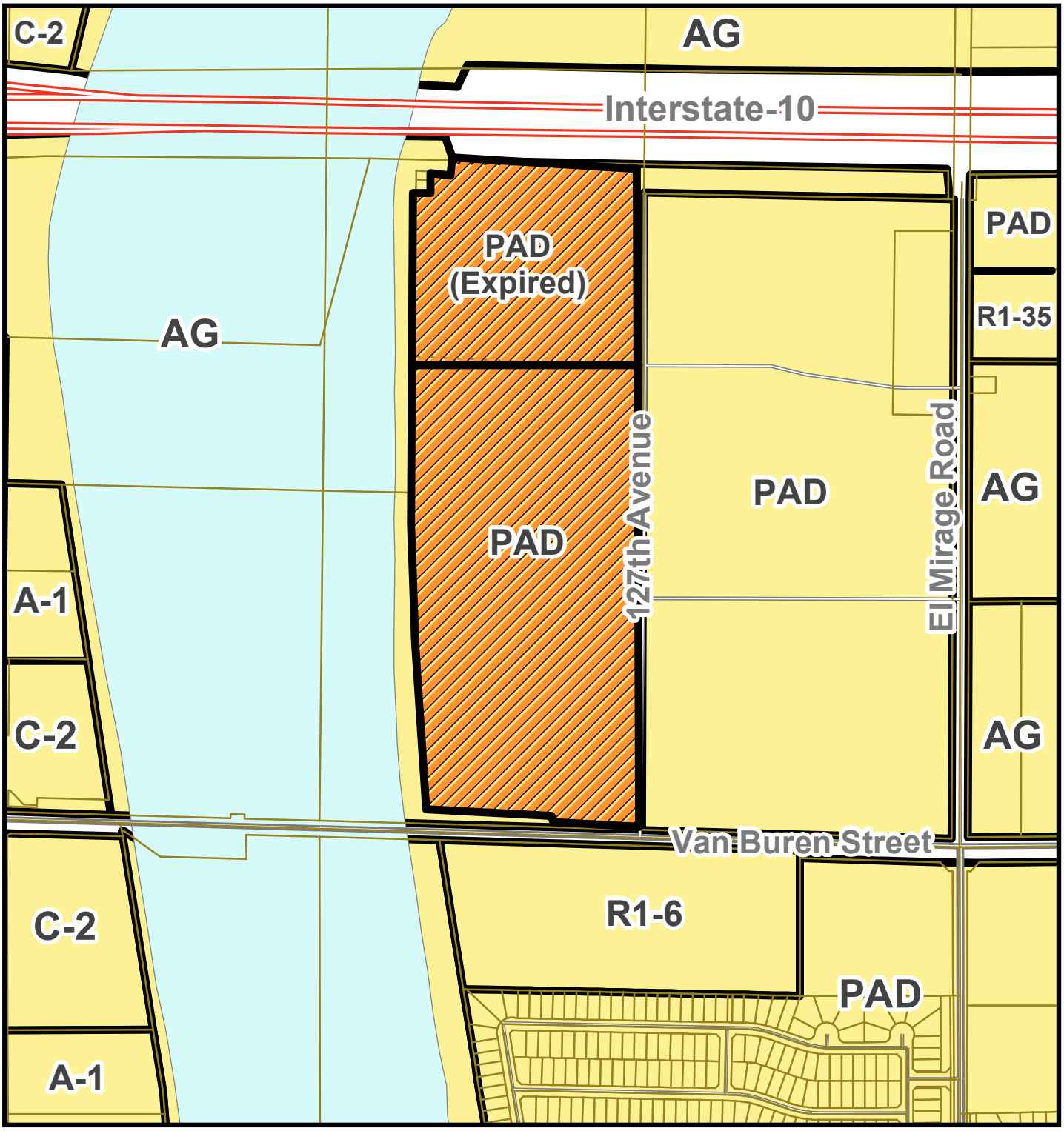
Proposed Land Use Map

General Plan Land Use Map

- Parcel_Extended
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit C



Zoning Vicinity Map

Avondale

Subject Property

Exhibit D

Aerial Photograph

Avondale

Subject Property

Exhibit E

SUMMARY OF RELATED FACTS

APPLICATION PL-11-0152

THE PROPERTY	
PARCEL SIZE	58.4 Gross Acres/54.5 Net Acres
LOCATION	NWC of Van Buren Street & 127th Avenue
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat property
EXISTING LAND USE	Vacant
EXISTING ZONING	Southern 41 acres are PAD (Agua Fria Riverfront); Northern 17.4 acres are expired PAD (Avondale Commerce Center IV)
ZONING HISTORY	Annexed January 16, 1978; Southern 41 acres were rezoned from AG to PAD on December 14, 2009. That PAD allows for a range of office, light industrial, and retail/commercial uses. The northern 17.4 acres were rezoned from AG to PAD on April 16, 2007. The PAD on that portion of the property has subsequently expired and the property currently has no development rights.
DEVELOPMENT AGREEMENT	No EDA; Reimbursement agreement for City's Van Buren Street right-of-way acquisition and interim improvement project was recorded in 2008. Developer must reimburse City the cost of acquisition and street improvements prior to development on the property.

SURROUNDING ZONING AND LAND USE	
NORTH	I-10 Freeway and drainage canal
EAST	Planned Area Development (PAD) – Avondale Commerce Center; property is developed with a series of flex-light industrial buildings and a charter school. Vacant property for development remains.
SOUTH	Single Family Residential (R1-6) – City-owned property which contains a water Booster Station and additional city-owned undeveloped property.
WEST	Agua Fria River

GENERAL PLAN
The subject property is currently designated as **Mixed Use** on the General Plan Land Use Map. The proposed General Plan Land Use Map Amendment (PL-11-0151) will change that designation to **Employment**.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School

HIGH SCHOOL	La Joya Community High School

STREETS	
Van Buren Street	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2 vehicular lanes, ½ turn lane, curb & gutter
Standard half street improvements	3 vehicular lanes, ½ of median/turn lane, bike lane, curb & gutter, sidewalk, and landscaping

STREETS	
127th Avenue	
Classification	Minor Collector
Existing half street ROW	0 feet
Standard half street ROW	40 feet
Existing half street improvements	None (existing street improvements exist on eastern half of road built by Avondale Commerce Center)
Standard half street improvements	One vehicular lane, ½ median/turn lane, curb & gutter, landscaping, detached sidewalk, and street lights.

UTILITIES
There is an existing 12” water line in 127th Avenue along the entire east frontage of the subject property. There is an existing 15” sewer line in 127th Avenue along the entire east frontage of the subject property.

EXHIBIT F

Trammell Crow Company

A **Planned Area Development** *for* **Coldwater Depot General Development Plan and Program**

Northwest corner of Van Buren Street and 127th Avenue

Application Number: PL-11-0152

Prepared for:
Trammell Crow Company
16220 N. Scottsdale Road, Suite 260
Scottsdale, Arizona 85254

Prepared by:
Earl Curley & Lagarde, P.C.
3101 N. Central Avenue, Suite 1000
Phoenix, AZ 85012

Prepared: September 29, 2011
Revised: October 31, 2011

Project Team

DEVELOPER

Trammell Crow Company
Contact: Catherine Thuringer
Senior Development Manager
16220 North Scottsdale Road, Suite 260
Scottsdale, Arizona 85254
Phone: (602) 222-4000
Fax: (602) 285-3141

ARCHITECT

Butler Design Group
Contact: Jeff Cutberth
5555 East Van Buren Street, Suite 100
Phoenix, Arizona 85008
Phone: (602) 957-1800
Fax: (602) 957-7722

ATTORNEY

Earl, Curley & Lagarde P.C.
Contact: Stephen C. Earl
3101 North Central Avenue, Suite 1000
Phoenix, Arizona 85012
Phone: (602) 265-0094
Fax: (602) 265-2195

EC&L
EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Table of Contents

		Page
I.	Introduction.....	4
II.	Description of Property and Relationship to Surrounding Properties...	6
III.	Consistency with General Plan.....	7
IV.	Consistency with Freeway Corridor Specific Plan.....	8
V.	Detailed Description of Rezoning Request.....	10
VI.	Land Uses.....	13
VII.	Development Standards.....	14
VIII.	Architectural Design Criteria.....	15
IX.	Site Design Criteria.....	19
X.	Landscaping Design Criteria.....	22
XI.	Signs.....	23
XII.	Infrastructure.....	26
XIII.	Conclusion.....	30

List of Figures

Vicinity Map.....	Exhibit A
Legal Description.....	Exhibit B
Avondale General Plan Land Use Map.....	Exhibit C
General Development Plan/Conceptual Site Plans.....	Exhibit D
Conceptual Renderings.....	Exhibit E
Landscape Palette List.....	Exhibit F
Sign Plan Matrix.....	Exhibit G

I. Introduction

This Planned Area Development ("PAD") request and companion General Development Plan and Program is for approximately 54.5 net acres (58.4 gross acres) of land located at the northwest corner of Van Buren Street and 127th Avenue to be known as ***Coldwater Depot***.

This request is submitted by Trammell Crow Company, one of the nation's leading developers and investors in real estate. Founded in 1948, Trammell Crow Company is a firm dedicated to the fundamental principle of building value. At the heart of building value is a commitment—a commitment to create the right product in the right market for our clients while supporting quality economic growth for the community. The company has developed or acquired over 500 million square feet totaling over $50 billion in value through its network of offices located in 14 major markets in the United States and Canada.

Locally, Trammell Crow Company has had a presence in Arizona since 1978, developing in excess of 5 million square feet valued at more than $1 billion for clients such as American Express, Prudential Insurance, ING, PetSmart and the State of Arizona. The company's current team of professionals is well-seasoned, offering more than 85 years of combined real estate development and investing experience to its clients.

Trammell Crow Company is an independently operated subsidiary of CBRE (NYSE:CBG), a Fortune 500 and S&P 500 company, and the world's largest commercial real estate services firm with more than 31,000 professionals in 300 offices worldwide.

The Site

The Coldwater Depot site is rectangular shaped, and is a combination of two properties, under separate ownership, generally bounded by Van Buren Street on the south, the Agua Fria River on the west, 127th Avenue on the east, and the I-10 Freeway on the north. The southern 37.6 net acre (41.0 gross acre) property is zoned PAD and was previously known as the "Agua Fria Riverfront of Avondale" PAD. The northern 16.9 net acre (17.4 gross acre) property was previously zoned PAD and known as the "Avondale Commerce Center 4" PAD. Zoning for this parcel expired as of May 16, 2010, which requires adoption of a new PAD Development Plan prior to any development on the property. Both properties are currently vacant and were formerly in agricultural production. No other encumbrances or structures exist on the property. The subject site is generally level with a gentle slope to the southwest.

Trammell Crow Company is submitting this request to change the existing and expired "PAD" zoning on these parcels to a single cohesive "PAD" zoning district. The intent of this rezoning request is to rezone the northern 16.9 net acres (17.4 gross acres) together with the southern 37.6 net acres (41.0 gross acres) and combine the properties into one PAD zoning district to allow the development of a warehouse distribution project. When the subject rezoning request and the properties are combined, the overall property size will be 54.5 net acres (58.4 gross acres).

The northern 16.9 net acres (17.4 gross acres) of the subject property are designated in the City of Avondale General Plan ("Plan") as "Employment." A Minor General Plan Amendment has been filed to change the land use designation on the southern 37.6 net acre (41.0 gross acre) property from "Mixed-Use" to "Employment" to allow the implementation of this Coldwater Depot PAD zoning. This amendment will provide opportunity for a warehouse distribution facility to provide employment opportunities that are more supportive of the City's vision for this area.

Over the past two years, approximately 6 million square feet of absorption has occurred and vacancy for industrial/warehouse/distribution buildings is expected to drop below 10% at year-end 2011. Rents are beginning to rise in response to reducing vacancy rates. These positive signs of rising demand are evidence of the need for this type of development. This PAD request is consistent with the established land development pattern in the area and is a good land use solution for this vicinity given the limiting shape of the site and the surrounding river, high-voltage transmission line and elevated freeway. This request will allow development for a warehouse distribution facility aimed at employment opportunities consistent with the City's vision for this area.

In accordance with Section 6 of the Zoning Ordinance regarding PAD Districts, this is a General Development Plan and Program ("GDPP") that identifies the general development theme for the site including: allowed uses, development standards, design criteria, and the project's landscaping theme.

II. Description of Property and Relationship to Surrounding Properties

The property is within the Freeway Corridor Specific Plan ("FCSP") and is situated at the western edge of the City of Avondale adjacent to two physical barriers: (1) The northern edge of the property is the existing and elevated I-10 Freeway and (2) the western edge of the property is both the Agua Fria River and a high voltage transmission line corridor. This property is below the surface elevation of the I-10 Freeway by approximately 10 feet, such that the noise associated with the constant flow of traffic would be an impediment to most land uses but is less objectionable to warehouse/industrial employment uses. These noted barriers create significant separation from the other land uses in the area. This site enjoys convenient access from 127th Avenue via Van Buren Street to several nearby freeway interchanges to the I-10 Freeway, as well as the I-8 Freeway some distance to the south via MC85.

The Agua Fria River is designated in the General Plan as "Open Space" and provides a minimum of 1,100 feet separation from this project to any development west of the river. These developments to the west beyond the river consist of various employment uses, such as Nina Construction Supply, the Operations Center for Aqua Fria Union High School District, a City of Avondale lift station, a reception center and a retail project. Those properties are zoned A-1 (General Industrial), C-2 (Community Commercial) and AG (Agricultural).

To the east is 127th Avenue, which is currently paved with two lanes and extends from Van Buren Street to the I-10 Freeway, where it terminates in a cul-de-sac. Beyond 127th Avenue to the east, is the improved, but largely vacant Avondale Commerce Center and vacant undeveloped land. These properties to the east are zoned PAD. The northern portion of Avondale Commerce Center, adjacent to the I-10 Freeway, is designated as "Employment" in the General Plan and developed with multiple larger footprint warehouse type buildings which can accommodate large trucks. The middle portion of Avondale Commerce Center is developed with several smaller commerce/warehouse type buildings which are intended to allow a mixture of smaller commerce park and service uses. It is also designed to accommodate large trucks. The buildings in this project are designed with interior truck service courts that allow the loading functions to be fully screened from the freeway and partially screened from 127th Avenue. Approximately 15 acres of the southern portion of the Avondale Commerce Center remains vacant and the remaining 10 acres has been developed as a charter school. Both the middle portion and the southern portions are designated in the General Plan as "Mixed-Use."

To the south, beyond Van Buren Street, is a City owned booster station and vacant land. The booster station is designated as "Public Facility" in the General Plan. Van Buren Street is currently developed with two through lanes in each direction and a center turn lane. A dedicated left turn (north bound) is provided at 127th Avenue.

III. Consistency with General Plan

As previously mentioned, a Minor General Plan Amendment has been filed to change the southern 37.6 net acre (41.0 gross acre) site from "Mixed-Use" to "Employment." These 37.6 net acres (41.0 gross acres)are an integral part of the entire 54.5 net acre (58.4 gross acre) proposed PAD which is focused on employment and which in turn complies with the City's General and Specific Plan goals and objectives for this area. The approval of the Amendment will designate the entire 54.5 net acre (58.4 gross acre) site as "Employment".

The proposed Coldwater Depot PAD is the development plan for this proposed warehouse distribution facility. The minor General Plan amendment is also compatible with current and planned operations of the nearby developments. As previously noted, this site is isolated by two large barriers (I-10 Freeway and Agua Fria River). No residential uses exist in the adjacent area, and the area is mostly developed with warehouse and commerce type buildings that include large truck access with roll up doors for loading/unloading. These newly constructed projects and the other general industrial parcels across the river are representative of the character of development in the area, which generally targets a tier of users in the 2,000sf to 30,000sf range. Activity for users in this square footage tier is predominately concentrated within the local market area. These uses typically have a greater ratio of office area to warehouse area and conduct shipping and receiving activities from one side of a building. While larger tractor-trailer vehicles can be accommodated at some of the developments, the loading areas are typically designed for smaller, short-haul vehicles that primarily utilize truck well and grade level loading areas. In contrast, the Coldwater Depot proposed project is geared toward users with regional and/or national distribution activities. The design of the building(s) is cross-dock in nature, which allows these users to efficiently receive goods on one side of the building and ship goods from the opposite side of the building. Larger truck court areas are necessary to enhance truck maneuverability in and around the building(s), and to separate the truck traffic from the car traffic to the extent possible to ensure a smooth flow between the uses and enhance safety.

The intent of the companion Minor General Plan Amendment request is to extend the "Employment" land use designation (which already exists on the balance of the Coldwater Depot property to the north and in the area to the northeast and west beyond the river), south onto this companion 37.6 net acre (41.0 gross acre) parcel. The extension of "Employment" land use will in turn allow this property and the property to the north of the subject site to be development as a unified project.

The Employment land use category encourages facilities that provide employment opportunities. The types of uses allowed in the employment category include industrial uses (enclosed), general office along with retail and commercial uses that support these primary employment uses. Residential uses are not permitted in this category.

The proposed request will provide an exceptional opportunity for industry and business, which in turn will create hundreds of quality job opportunities for existing and future City residents. It will contribute to the orderly growth of the City and is providing the potential for commerce, industrial, warehouse, and distribution uses needed to balance this area of the City. The properties to the west beyond the river consist of various employment uses which according to MAG Socioeconomic 2007 Projections typically generate between .72 to 1.30 employees per 1000 square feet of building. This Amendment to the Employment Land Use, which includes such uses as warehouse and manufacturing, will raise the number of potential new employees/job count from .72 - 1.30 up to 2.54 - 2.82 employees per 1000 square feet. This increase helps to balance the number and spectrum of jobs in this area south of the freeway that are lower due to the types of existing lower job-generating uses. The General Plan already designates significant acreage south of I-10 (from Avondale Boulevard to Dysart Road) for mixed-use and commerce. And while the Plan also sets aside large acreage for Employment uses, the depth of this 56-acre parcel of 2,677 feet from I-10 to Van Buren makes it well suited for large employment uses such as distribution/warehouse facilities for major companies doing business in the Valley. This type of land use (distribution/warehousing facilities) has been successfully targeted in the adjacent municipalities of Phoenix, Tolleson and Goodyear, but not yet in Avondale. This particular site has the strategic location and configuration to become a major source of new jobs to Avondale.

The site will capitalize on visibility from and adjacency to the I-10 as well as proximity to MC85 (and on to I-8), which provide access to the Pacific Rim markets, as well as the other existing and planned commercial developments in the region. The site will contribute positively to the well planned growth of the City and a high quality of life. While the visual impact of the adjacent high voltage transmission lines, Agua Fria River, noise from the elevated I-10 Freeway and other nearby industrial developments make this site very difficult to develop for any residential use and even for many commercial and commerce park projects, it is the presence of these same factors that make this site particularly well-suited for this distribution/warehouse/employment use.

IV. Consistency with Freeway Corridor Specific Plan

The proposed request is also consistent with the objectives and intent of the City's Freeway Corridor Specific Plan in that it provides exceptional employment opportunities. The stated mission of the Plan is to inspire public-private joint ventures to bring about quality economic development in this area—an area having the City's highest urbanizing potential. Trammell Crow Company is investing in this infill site (with its locational challenges and opportunities) to attract major employment-generating users or user with the desire for visibility and access convenience from the adjacent freeway. As suggested by the Plan, this site is well positioned within the metro area to serve the growing market for both regional and community distribution service facilities. The Coldwater Depot development is capturing its special locational advantages and it's visibility to create a long term economic benefit by addressing this strong and current

market demand that widens the spectrum of new employment opportunities for this area of the City. The Coldwater Depot PAD & GDPP includes development standards, architectural design criteria, and site design criteria that meet the intent of the Plan and are consistent with the City's vision for the area.

This area of the I-10 Freeway corridor is viewed by the Plan as a place for employment. The freeway accessibility will attract a variety of employment-generating uses with a desire for exposure and visibility. This proposed PAD implements the City's vision to provide quality development along the corridor. The proposed Coldwater Depot PAD establishes an Architectural Character and Style that is consistent with the intent of the Avondale Freeway Corridor Specific Plan's ("FCSP") design criteria. The provisions established by this PAD document propose an attractive "four-sided" application of distinctive architectural design and materials that will create a consistent industrial park vocabulary. Areas exposed more directly to I-10 and Van Buren will include a higher level of articulation and enhanced detail as appropriate for those frontages. Special emphasis is placed on the prominent north and south elevations of the building by incorporating additional design elements that provide an enhanced, "office-like" appearance within the context of the industrial development. The established design criteria for this project pay particular attention to visual interest through interesting composition of asymmetrical design elements, variety of materials, color accents, unique glass window treatments that complement the building massing, offset walls with decorative elements, accent lighting and thoughtful landscaping that screens or accents as appropriate and provide an exceptional architectural quality to the project.

Care has been taken to place landscaping near the northwest and southwest corners of the site to provide visual screening into the site for vehicles traveling along the I-10 Freeway at speed of (65 to 70 MPH) and for those vehicles traveling on Van Buren Street. As previously mentioned, this site is approximately 10-feet lower than the adjacent freeway and has a large levee and transmission lines along the west side of the property. The levee provides a 10-foot high physical barrier which helps provide screening into the site. Again, groupings of trees are proposed as part of the Agua Fria trail system near both the Freeway and Van Buren corners of the site and around the pedestrian nodes along the trail itself to provide a softening of the view corridors into the site. Additionally, other trees will be planted along the remainder of this path. The line of sight drawings below illustrate the potential, given the strategic placement of landscaping, to screen these brief but important views into the site by passing motorists.

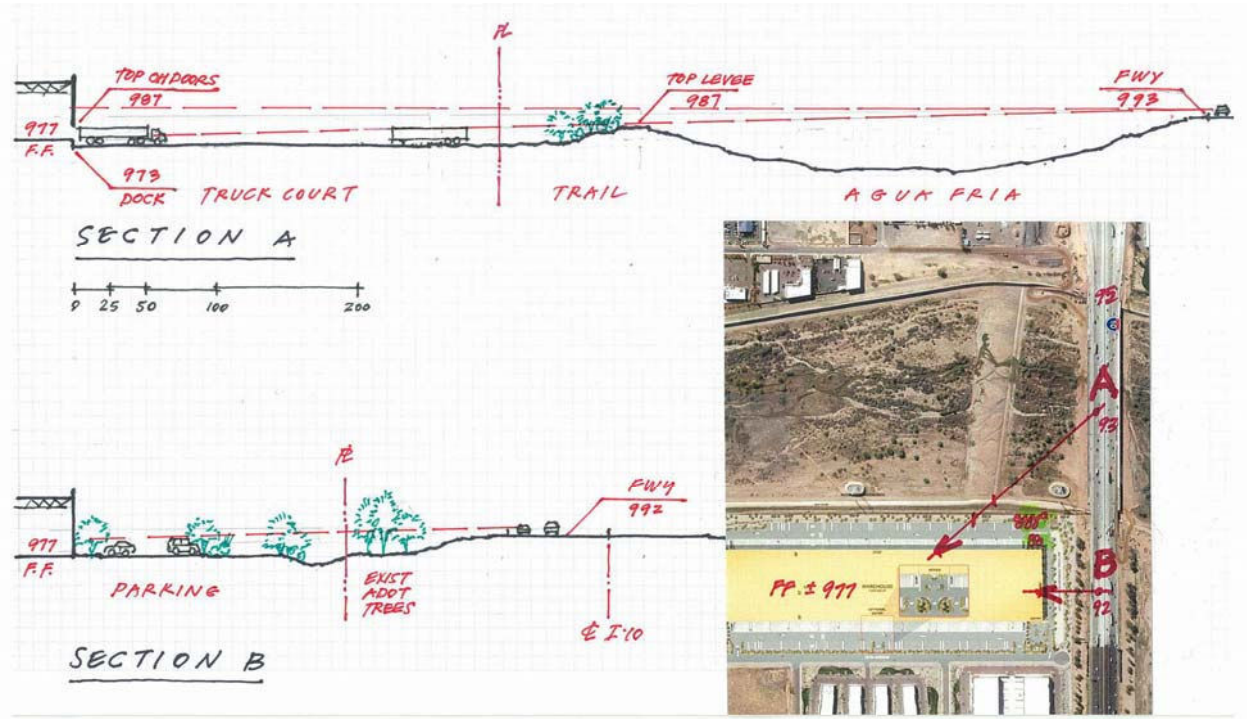


Figure 1. Line of sight illustration

This illustration demonstrates the following:

- Given a building finished floor elevation of 977, the top of the west side dock doors are at an elevation of 987, which is the approximate elevation of the top of existing Agua Fria River levee making the top of the levee approximately level with the top of the dock doors.
- The freeway, as it crosses the Agua Fria River, is at an elevation of 993 thus creating a slightly downward line of sight over the levee to the western elevation of the building.
- When placed just east of the top of the levee as part of the trail landscaping, maturing trees will be at an elevation sufficient to mitigate direct views into the western truck court once they are 5'-7' above the levee height.
- With combined highway speeds, focus on the road, clustered trees at the northwest corner and the more interesting north façade of the building that will occupy visual attention as one gets closer to the site, attention directed toward the west truck court area will be significantly reduced.

V. Detailed Description of Rezoning Request

As previously mentioned, Trammell Crow Company is submitting this request to change the "PAD" zoning on two parcels to one cohesive "PAD" zoning district. The intent of this rezoning request is to rezone the 54.5 net acre (58.4 gross acre) site into one PAD zoning district to allow the development of a warehouse distribution project.

The Coldwater Depot site is within an area of Avondale that has long been considered by the City as the future employment engine for the City due to its close proximity to the I-10 Interstate Freeway. The I-10 Freeway also provides excellent connections to the Loop 101 Freeway, I-17 ("Black Canyon Freeway"), US 60 Freeway, and the Loop 202 Freeway, providing this site with convenient access to the entire network of Valley freeways and beyond. Additionally, this subject site is situated within a mile and a half from MC85 which provides direct access to the I-8 Freeway and west coast markets. This close proximity to California and the Pacific Rim markets makes this site desirable for distribution/warehouse facilities that are looking to stay within the "10 hour driving rule" for major commercial wholesale and retail outlets. There are 6 freeway interchanges along the I-10 Freeway between 99th Avenue on the east and Bullard Avenue on the west that provide convenient access to this site. Principal access is from 127th Avenue via Van Buren Street to I-10 via the Dysart interchange. A traffic interchange proposed at I-10 and El Mirage Road will also provide access into and out of the general vicinity. The interchange is currently part of the Arizona Department of Transportation's Regional Transportation Plan Freeway Program, Phase IV for 2021-2025.

While this area is sparsely developed at this point, the property is strategically located and has significant growth potential. The proposed request is compatible with the existing employment/industrial character of the area. As this area develops with the planned and approved uses and the ultimate transportation network, the proposed PAD zoning for a warehouse distribution project provides a better opportunity for an appropriate spectrum of uses with quality jobs. The proposed PAD zoning for a warehouse distribution project provides the ability for a cohesive project to attract major users looking for convenient freeway access, freeway exposure and visibility, close proximity to an airport and Pacific Rim markets. The proposed PAD zoning creates long term stability and vitality to the area.

The proposed rezoning for Coldwater Depot will not create a substantial increase in vehicular trips at peak times. The amount of development proposed for this site by the proposed land uses in this PAD are comparable with the existing developments and can be accommodated on the existing and planned arterial roadway network with the use of generally accepted traffic engineering measures to enhance traffic flows and roadway capacities. Indeed, the proposed use for Coldwater Depot is projected to reduce both peak hour movements and ADT over the previously approved Mixed-Use PAD.

Site Plans

This General Development Plan includes three Conceptual Site Plans to provide the City with an understanding of the scope of alternative layouts for the development of this site. These three alternatives allow Trammell Crow Company to attract and market the site for a range of major employment users. While it is Trammell Crow Company's intent to develop this site in accordance with the "Conceptual Primary Site Plan" shown in Exhibit D, the final footprint and site layout will be generally consistent with one of

these alternative site plans: 1) "Conceptual Primary Site Plan", 2) "Conceptual Alternative Site Plan A", or 3) "Conceptual Alternative Site Plan B", all shown in Exhibit D. It should be noted that each one of these conceptual site plans meets the intent to develop the site for a major warehouse/distribution facility. The difference between the plans is simply the flexibility to accommodate a specific size footprint to meet the characteristics and demands of various major employers.

The Conceptual Primary Site Plan is a single phase consisting of one approximately 1.025 million square foot warehouse distribution facility with a cross-dock design (to receive on one side and ship out on the other side). Conceptual Alternative Site Plan A is a two phase project consisting of up to 1.025 million square feet that would either allow expansion of the phase 1 building or a separate individual building in phase 2 building – both cross-dock in nature. Conceptual Alternative Site Plan B, is a two phase project consisting of at least two separate buildings totaling up to approximately 900,000 square feet. This alternative allows a larger phase 1 cross-dock building at the north end of the site and a smaller phase 2 traditional rear-loaded industrial building at the south end of the site.

Each of the proposed Conceptual Site Plans is consistent with the intent of this PAD zoning to develop distribution/warehouse facilities to meet the needs of major companies. This request provides an exceptional opportunity for the City of Avondale to capture new business/industry opportunities and the related employment.

The Final Site Plan shall be reviewed administratively through the City's Site Plan review process, at which time the City may require non-aesthetic/technical revisions (such as driveway locations, parking, etc.) to the proposal from what is depicted in the conceptual site plans (Exhibit D) based on a more thorough review of plans and reports.

Amendments

As each phase develops, the General Development Plan/ Conceptual Site Plans or Final Development Plan may need to be amended or updated.

- Modifications to this Narrative or any exhibits of this Narrative, including the General Development Plans/Conceptual Site Plans (Exhibit D) shall be governed by the Avondale Zoning Ordinance regarding amendments to the PAD.
- Modifications to Final Development Plans that change or otherwise alter the character or conformance with the approved General Development Plan/ Conceptual Site Plans will be considered a Major PAD Amendment, and shall be reviewed by Staff and the Planning Commission and approved by the City Council.
- All other changes considered minor by the City Planner shall be reviewed and approved administratively by Staff when, in the opinion of the City Planner, these changes are in substantial conformance to the approved General Development Plan/ Conceptual Site Plans.

Regulatory Provisions

This Planned Area Development ("PAD") request and companion General Development Plan and Program ("GDPP") has been prepared in accordance with Section 6 of the Zoning Ordinance of the City of Avondale, Arizona to establish the regulatory framework for the Coldwater Depot development by creating development standards and design guidelines specific to the context of this site. This PAD and companion GDPP is a stand-alone document comprised of project specific zoning regulations, including permitted uses, development standards, design criteria, and the project's landscaping theme. In the event of a conflict between a provision of this PAD/General Development Plan and Program and a provision of the Zoning Ordinance of the City of Avondale, the PAD/GDPP prevails. Where the PAD/General Development Plan and Program does not address a development provision or standard contained within the Zoning Ordinance, the Zoning Ordinance's provisions for CP (Commerce Park) district shall control. The PAD does not modify other City Code provisions or requirements.

VI. Land Uses

This request is consistent with the existing development character of this area between Van Buren and the I-10 Freeway and it allows this challenged site to be developed in an efficient and sustainable manner. This is an infill development that is consistent with the City's vision for this area and does not adversely impact the existing land uses. The physical barriers adjacent to this site provide excellent separation from other land uses and make this site particularly well suited for this distribution/warehouse/employment use.

The following land use matrix shows the uses that are permitted outright (P), permitted subject to a conditional use permit (C), permitted with conditions provided herein (PC), as an accessory use to an otherwise permitted use (A) or prohibited (-). The land use matrix is intended to serve as a guide for the convenience of the user of this PAD.

Land Use Matrix	
Permitted Use	P
Permitted Use with Conditions	PC
Conditional Use Permit	C
Accessory Use	A
Not Permitted	–

LAND USE	
Aviation related business, including aircraft repair, sales and service	P
Bakeries, food packaging and freezing, including milk and ice cream plants, but excluding canneries, slaughtering, processing and packaging of meat	P

Business support services - photocopy centers, office supply stores, and package delivery services	P
Design centers	P
Distribution	P
Health and athletic clubs, intended to serve the surrounding employment uses (maximum 10,000 square feet gross building area)	P
Laboratories for product development, testing, experimenting, Investigating, or other research activities - bio-science, medical, dental, pharmaceutical, electronic and similar uses.	P
Landscaping and agricultural supplies and equipment, wholesaling, and storage	P
Manufacturing and assembly, light	P
Manufacturing and assembly, heavy	P
Motor vehicle assembly	P
Packaging of goods	P
Public utility facilities	P
Sale of products manufactured, assembled or warehoused on-site	P
Schools, vocational, business, trade, college, university	P
Warehousing, including government facilities (federal, state, county and city)	P
Wholesaling.	P
Similar uses as determined by the City's Zoning Administrator, or his designee	P

Uses Permitted With Conditions
Based upon site plan review, land uses listed in the land use matrix as "Permitted with Conditions" may be subject to additional conditions of approval if deemed necessary to protect the health, safety, and public welfare.

Uses Permitted With a Conditional Use Permit
The land uses listed in the land use matrix as being permitted subject to a Conditional Use Permit shall require approval of a conditional use permit through the process set forth in Section 1 of the City of Avondale's Zoning Ordinance prior to approval of a Site Plan.

VII. Development Standards

The following development standards shall apply to the development.

A. Landscaping Requirements:
- A minimum twenty (20) foot wide landscape area shall be provided along the entire length of Van Buren Street with the exception of driveway and walkways.

- A minimum thirteen (13) foot wide landscape area shall be provided along the entire length of 127th Avenue with the exception of driveways and walkways.
- A minimum thirty (30) foot wide landscape area shall be provided adjacent to the I-10 freeway frontage. Parking lots fronting the I-10 Freeway shall receive more landscaping than required by Code. However, it is not the intent or desire of this parking lot landscaping to obscure freeway views into the north elevation of the building itself.

B. All activities, except as allowed by conditional use permit as listed in the land use matrix, shall be conducted within enclosed buildings. However, given the primary intended use of the property for distribution/warehouses with related offices, it is understood that large trucks will be maneuvering on the site to deliver or receive loads and will be parked on site during these processes.

C. All new buildings and uses of land or substantial additions to or remodeling of existing buildings/uses shall be subject to site plan review in accordance with Section 1 of the City of Avondale's Zoning Ordinance.

D. The following table outlines the minimum development standards.

Development Standards	Proposed PAD
Maximum height	45' from finished floor elevation to roof ridge line
Maximum building coverage	No maximum area
Minimum setbacks:	
Front Yard (127th Avenue)	20' to building; 20' to parking
Side Yard (I-10 Freeway)	30' to building; 30' to parking
Rear Yard (Agua Fria River)	20' to building; 10' to parking
Street Side (Van Buren)	20' to building; 20' to parking

VIII. Architectural Design Criteria

Architectural Character and Style

The provisions of this section propose an attractive architectural design and materials that will create a consistent industrial park vocabulary. As this project is of a distribution/warehouse nature with the potential of multiple tenants, the design of the overall building massing will require a majority of the perimeter to be composed of straight exterior wall planes, suitable for efficient interior-side rack-storage. Areas surrounding the potential office areas, and exposed more directly to I-10 and Van Buren, will include a higher level of articulation and enhanced detail as appropriate for those frontages.

A contemporary style is proposed, attractive to industrial and corporate business tenants. Strong forms, sophisticated colors, textural materials and painted steel canopies providing shade and shadow create significant architectural identity at a freeway traffic scale while providing additional detail and scale elements to enhance the pedestrian experience at the building entry. Tenant entrances shall be featured at the northeast and southeast corners of the building, addressing the primary orientation toward 127th Avenue as the vehicular approach to the project. Attention will be focused on the enhanced corner and end design elements while minimizing the visual impact of dock-doors with 8' screen walls and an attractive desert landscape palette.

Special emphasis will be placed on the prominent north and south elevations of the building by incorporating design elements that promote an enhanced, "office-like" appearance within the context of the industrial development. Visual interest is promoted through an interesting composition of asymmetrical design elements, a variety of materials, color accents, unique glass window treatments that complement the building massing, accent lighting and thoughtful landscaping that screens or accents as appropriate. Varied panel height articulation, color patterning, architectural reveals and integrated exterior downspouts as architectural elements will be featured along the east and west truck court areas, providing for a cohesive and visually pleasing architectural design solution on all four sides of the building.

The desirable architectural design elements proposed for these buildings include:

- Parapet height variation, combined with color modulation, to break down the building's mass;
- Color, texture, shade and shadow through creative use of materials on all four corners;
- Building and landscape accent lighting;
- Building entry accentuation with significant canopy elements;
- Vertical accents at building corners with contrasting material elements.
- Architecturally integrated exterior downspouts along the east and west building facades that contribute vertical accent to the overall composition.
- All buildings shall have clearly defined customer entrance(s), incorporating elements such as extensive use of recessed glass, projected canopies or overhangs, accent lighting for identification and security, enhanced landscaping, textural paving and signage.

As earlier noted, design elements from the Freeway Corridor Specific Plan are incorporated within the building design, reflecting a high-tech/R&D/business park image from the freeway resulting from a design vocabulary that combines sophisticated colors, varied and interesting forms and unique, contrasting building materials. The proposed building design addresses a range of scales from the high-speed views experienced along the freeway corridor to the specific entry experience of the pedestrian entering the building. From the west-bound I-10, the remaining freeway itself and the existing landscaping in the ADOT right-of-way will obscure much of the building. For east-

bound motorists on the freeway, the visual experience only lasts a matter of seconds, but the eye will process it sequentially from west to east. Even though the overall asymmetrical composition should be viewed as a whole, it breaks down into components as follows:

- The mass of the building is dominant from the distant approach.
- As you approach from the west, the northwest corner begins to visually stand out as a result of its contrasting color and texture created by the interesting blend of masonry and over-scaled corrugated metal decking.
- Additional metal sculptural elements further protrude from the west building façade creating additional design detail and textural variation.
- A large, building-mounted sign is also likely on the west building façade, adding further color and another design element to the palette.
- At the same time, the massing of the landscaping begins to reduce the visual corridors into the west facing truck dock area and focuses views toward the north façade.
- On the north face immediately after your eye "turns the corner," there is a wide glass slot that goes from the ground to the top of the building, quickly showing this is not just another industrial building and setting the tone for the further escalation of finish level created along the north elevation.
- 12' high glass windows are broken at the mid-point by the tall, slender accent slots in the projected wall mass, which are further accentuated with down lights and bougainvillea-covered trellises that will create bold red color masses easily visible from the freeway scale.
- The building now clearly has your attention and "ends" with the highly articulated entry that includes the horizontal and vertical canted accent panels, the substantial trellised entry canopy over the two-story glass entry area and the corner "tower" element that recalls the decorative masonry, corrugated metal and accent light fixtures that were also featured on the leading northwest corner. This more highly developed corner clearly communicates this is the primary entry to the building from the freeway perspective and creates a familiar way-finding icon to users or visitors who exit the freeway east of the site and head back westward on Van Buren Street to approach the facility.
- For those that then park and approach the building entries, additional detailing in both the building façade, canopies, hardscape textures, lighting and accent landscaping become more apparent and create further pedestrian scale not communicated at the high-speed freeway scale.

Building Mass

The visual impact of a building depends not only on its size, but also on the relationship between its length, width and height. Features such as prominent entries, windows, color and materials are factors in the visual impression of a building.

Reduction of building mass may be achieved by using a combination of the following:

- Variation in the parapet wall heights;
- Use of protected and recessed entries with canopy fenestration elements;
- Use of vertical elements on or in front of expansive blank walls, such as architecturally integrated downspouts or light fixtures;
- Inclusion of windows on elevations facing streets and pedestrian areas;
- Horizontal wall offsets, where appropriate, at high visual exposure areas
- Reveals and fields of contrasting colors modulation.

Building Material and Colors

Particular attention to detail shall be given to all sides of buildings so that the main architectural theme/style is articulated on all four sides. Materials and/or colors shall be carried from the main elevation throughout the entire design of the building to produce a comprehensive design solution with specific emphasis as functionally and visually appropriate.

Proposed Exterior Wall Material: Exterior wall materials shall consist of painted concrete tilt-up wall panels, multi-colored concrete masonry units (scored and split-faced of varying sizes), metal panel or decking accents and synthetic stucco systems provided with smooth or sand finishes. Glazing shall be low-reflectance glass with clear anodized framing.

Prescriptive minimum combinations of materials are not indicative of quality architectural design, but at least three different wall materials will be used on each building corner comprising, on average, 80% of the tenant entrance wall area. Glass window wall and steel canopies and accents make up the remaining exterior wall area.

Exterior Fenestration Materials: Exposed steel canopy framing with articulated beam 'tails' and perforated steel decking provide accent color contrast and emphasis at building entries while providing solar protection at larger glazed areas. No "rusted" steel elements are proposed.

Exterior Downspouts: Roof drainage scupper boxes and downspouts have been exposed on the surface of the east and west walls to serve as additional design elements that further reinforce the rhythms and patterns that help break down the mass of the long building façade. By incorporating these elements in a "slot" of accent color complementary to the overall neutral gray color palette, they recall and reinforce similar design elements found on the north façade facing the freeway, furthering the comprehensive four-sided design approach.

Proposed Exterior Wall Colors: All exterior wall materials shall be painted in non-reflective, contemporary, neutral gray tones. Masonry proposed at building corners shall be integrally colored and textured. Accent colors specific to individual tenant identity will be considered if complementary to the overall color scheme.

Materials and Colors Not Permitted: Wood, unfinished plain concrete or concrete block, bright primary colors such as green, yellow, orange, red, blue, purple and the like (unless specifically approved for corporate logo use, as limited accents).

A materials board, with proposed colors, shall be submitted at the time of Final Development Plan review.

Green Building Elements

To the greatest degree possible and consistent with the uses to be developed, the Project will strive to meet the environmental goals of the Green Building practices, wherever practical. This commitment will include the following minimum sustainable practices:

- Use of low water consumption plumbing fixtures and or dual flush;
- Utilize recycled building materials such as; steel, miscellaneous metals, ceiling tile and insulation, composite wood products, gypsum wallboard, fly-ash in the concrete mix and aggregates for asphalt paving.
- Utilize energy efficient lighting and mechanical equipment.
- Stimulate the economy by procuring building materials regionally within 500 miles of project site.
- Paints, coatings, adhesives, sealants, and floor coverings that are low Volatile Organic Compound (VOC) emitting will be used.
- Use of a photo voltaic system mounted on the roof or parking canopies if feasible.

Sample Conceptual Elevations

Included in Exhibit E are representative images of the proposed building architectural styles. Final building design, materials and colors shall be defined with the Master Site Plan submittal as approved by Staff.

IX. Site Design Criteria

Building Orientation

The site is rectangular in nature, with the narrow sides of the site facing along the northern and southern boundaries. Given this configuration, buildings will be oriented in a north/south fashion to provide for the most efficient coverage of the site with the narrow ends of the building located along the northern and southern boundaries. These ends are proposed to be the primary location of future tenant office areas, with emphasis on main entries for tenant spaces facing 127th Avenue given it is the primary entryway into the project. The orientation of the buildings in this manner provides that truck courts and dock doors will be located along the eastern and western faces of the buildings, which enhances the efficiency of dock-door access and truck-court maneuverability, and shall be screened in accordance with the Screening subsection below. These elements are consistent with the design of comparable

distribution/warehouse facilities and are paramount to the operational considerations of an end user.

Parking

Parking shall be in conformance with the requirements listed in Section 8 of the Zoning Ordinance, with the exception that the maximum spaces allowed per the Zoning Ordinance may be exceeded to accommodate those users that are more employee intensive (e.g., e-commerce/fulfillment, etc.) than those of more traditional distribution/warehouse users, and typically utilize portions of the available truck court area for expanded parking. The conceptual site plans in Exhibit D illustrate the flexibility of converting truck court area into additional parking stalls to respond to this user-based need.

Screening

Parking and Truck-Court Areas. Where screening is required by development regulations, a combination of elements shall be used including solid walls and landscaping. The method of screening shall be architecturally compatible with the adjacent building in terms of materials and colors. Trash enclosures, service facilities, will be sited away from project entrances and interior circulation drive aisles.

- Perimeter Public Streets: All car parking areas adjacent to 127th Avenue shall be screened from the public right-of-way by a minimum three (3) foot high wall. Screen walls are not proposed along parking areas fronting on Van Buren Street due to the large landscape buffer created by the proposed retention basin along Van Buren and the distance of the proposed car parking from the Van Buren street frontage. Screen walls are not proposed along the I-10 Freeway frontage given that the elevated nature of the Freeway at this location would render the screen walls ineffective; however, landscaping consisting of trees and shrubs shall be provided within the 30' setback area along I-10. This landscaped area, along with the additional landscaped area and mature vegetation existing in the ADOT right of way, shall visually reduce the impact of car parking areas along the freeway corridor while promoting visibility to the featured north-facing building façade.
- East Truck-Court Areas**:** The east-side dock areas shall be screened from the street with eight (8) foot high masonry walls architecturally consistent and compatible with the building materials that complement the design of the adjacent buildings as generally depicted in Exhibit E. Portions of this screenwall may be located within the landscape setback areas.
- West Truck-Court Areas**:** The west-side dock areas are adjacent to the Aqua Fria River Basin. The 10-ft high levee along the west property line effectively provides screening for the west truck-court area. Primary screening shall consist of open painted metal-picket type fencing to separate the truck court from a public-trail system; however, should future tenants require a higher degree of security along the west truck-court areas, masonry walls or a

combination of masonry walls and open painted metal-picket type fencing shall be allowed.

*Utility and Mechanical Equipment***.** All roof mounted equipment, satellite dishes and ventilators projecting above the roofline will be fully screened from adjacent public views by the perimeter building parapets. No secondary screen elements are proposed unless specifically complementary to the design of the overall building.

Wall mounted equipment, if any, shall be made visually subordinate with architectural features that blend with the design of the main building.

Ground mounted electrical or mechanical equipment located in areas other than the east-side or west-side truck courts shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted between any street and building setback line.

Exterior electrical service entrance sections (S.E.S.) and panels located in the truck court areas shall be screened from the street frontage utilizing the perimeter screenwall methods outlined in the *Parking and Truck Court Areas* sections of the PAD. Exterior electrical service entrance sections (S.E.S.) and panels not located in the truck court areas shall be screened from the street frontage with doors, landscaping, or a solid wall (with landscaping) of similar building materials of the main development and equal to the height of the electrical equipment. These criteria shall be reviewed in context with utility company requirements and approved by Staff.

To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.

Trash Enclosures. All trash or refuse collection areas located outside the truck court areas shall be enclosed by a minimum six (6) foot wall. All gates shall be opaque and designed to complement the building architecture. No refuse collection area shall be permitted between any street and the building setback line. Trash enclosures will meet City of Avondale Standard Detail requirements.

Walls and Fences

Walls and fences shall be designed to complement the site's architecture and shall be of masonry block construction and/or open painted metal-picket type, painted in earth tone colors, compatible with the building colors.

Landscaping will be provided on the public side of masonry screen walls along 127th Avenue.

Unless otherwise stated in this PAD, walls and fences shall conform to the standards outlined in Section 12 of the Zoning Ordinance effective as of the date of this PAD approval.

Lighting

All lighting for the project shall comply with the outdoor lighting provisions as required for A-1 zoning, except as enhanced or modified herein:

- Accent lighting of selected landscape building entry features will be required and shall use low-voltage type lamps.
- Dock-side light fixtures shall be located on building walls approximately 25' above pavement, directed downward and shall be fully shielded.
- Truck-trailer parking areas shall have perimeter pole fixtures located approximately 25' above pavement, which shall be oriented to focus light inward from the edge of the parcel and shall be fully shielded from adjacent properties.
- The design of lighting fixtures shall be of a scale and architectural design compatible with the project.

Public Art

To the extent this project meets the minimum thresholds outlined in Avondale's Zoning Ordinance Section 11 – Required Public Art for New Planned Area Developments (PAD), Commercial, Office, Employment and Municipal Construction, the project shall either (a) incorporate public art within the project possibly through unique treatments on screen walls, gates, benches or walkways, (b) make a contribution to the City's public art fund, or (c) incorporate public art as a component of the multi-use trail system located along the west side of the site, particularly at the pedestrian node areas. Details of the public art component shall be finalized at the time of Final Site Plan review.

X. Landscaping Design Criteria

Landscaping Theme and Details

The goal of the landscape design will be to create a comfortably scaled development with tree lined streets and public spaces, provide a reflection of the architectural character, height and density of the buildings, and enhance the environment with color and plant variety. In addition to the following requirements, landscaping shall meet the minimum requirements set forth in Section 12 of the Zoning Ordinance, unless otherwise stated in this PAD.

The landscape palette has been selected with consideration given to low water use, visual screening, air quality, shading and long term maintenance. The list of plants proposed for this project is included as Exhibit F. These plants were selected from the most current version of the Arizona Department of Water Resources Low Water Use/Drought Tolerant Plants List as required by the City. The landscape will transition from the perimeter area's natural design into a more "urban" concept that is greener and

lush at the building entrances and entry drives. Arid-regional and low water use plants will be used throughout and accented by decorative plantings and massing of accents and shrubs. Tree groupings will provide shade for walks and partial screening of the dock areas. Plant placements and landscape architectural design will range from informal at the perimeter and frontage to more formal groupings within the building's hardscape and pedestrian areas, creating an overall theme that will complement the project's architecture.

Foundation plantings shall be planted adjacent to building entries to accentuate the building design and highlight building entrances, while providing a buffer between building and parking areas. Truck court areas will not have foundation or other plantings due to the nature of dock activities.

Employee driveway entrances shall have increased landscaping and may include additional specimen trees and raised planter elements. Truck-access drives will have low height plantings to improve street visibility and driver safety.

Given the rectangular configuration and directional sloping of the site, primary site retention will be accommodated within a basin located along the full length of the Van Buren frontage. All retention areas with side-slopes adjacent to the right-of-way shall be landscaped. If retaining walls in retention basins are necessary, they shall utilize the same materials as the building screenwall elements.

A preliminary landscape plan will be submitted with the first phase Site Plan submittal.

Open Space

Given the planned industrial use, the majority of the site's land area will consist of the building footprint and surrounding truck courts and drive aisles, thereby limiting opportunities for open space to specific areas adjacent to tenant entries. It is anticipated that useable open space shall be provided in the form of shaded outdoor employee sitting areas at a minimum of one area per building. These open space areas shall consist of a minimum of 500 square feet of usable area with a minimum dimension of 20' in any direction, be fully landscaped, utilize decorative paving materials and plants with large canopies, and incorporate amenities such as furniture, benches, and pedestrian scale lighting. Additional open space is created through the design of the primary retention basin located along the Van Buren frontage as mentioned in the preceding Landscaping Design Criteria section of this PAD.

XI. Signs

Signage for the project is very important and will be based on the needs of the site, and its various windows along freeway, arterial and local street frontages for signage. The project as a whole is quite large, with approximately 900 lineal feet along the freeway and Van Buren Street frontages. Along 127th Avenue and the Agua Fria River, there is

more than 2,600 lineal feet of frontage. Access options on 127th Avenue vary for signage needs depending on the potential for a phased development and depending upon final site plan review; therefore, multiple sign plans and options are requested. If phased development of the project occurs, a Comprehensive Sign Package will be submitted for review to the City of Avondale concurrent with the Final Site Plan review for each phase within the Coldwater Depot project.

Theme and Image

Coldwater Depot will be developed with an awareness of the surrounding community, its proximity to the freeway and its location within the freeway corridor. This amendment will address the design development for the potential industrial uses depicted on the conceptual site plans introduced in this PAD. Further design for all signage elements in the hierarchy of the project will be developed for compatibility with the specific users' needs and the architectural individuality offered by the site. This will include forms, massing, colors, materials and finishes that complement–not copy the architecture.

Project Signage Hierarchy

Freestanding Signs (see Exhibit G - Freestanding and Wall Signage Matrix for more details) shall be limited to the following types:

- Multi-tenant sign(s) located at the primary building entrance(s) off 127th Avenue and Van Buren Street (based on final site plan)
- Directionals and Vehicular Directories on site
- Project Identification Monument (no tenants) at Southeast corner of the property

Project identification monument signage will be located along Van Buren at the southeast corner of the project. At three feet six inches tall (3'-6"), these signs will display only the name of the project. Project identification logos and lettering shall be limited to forty (40) square feet.

Multi-tenant monumentation shall be used for all site tenants' uses. These will include the name of the project and also tenant identification. These signs shall be along Van Buren Street and 127th Avenue in front of buildings as required based on the final site plan. These signs will have a height not to exceed eight (8) feet, and a maximum of sixty (60) square feet. Design elements for these signs will be pulled from the Project Identification signs and the architectural character of the building/development. Multi-tenant monument signs shall not be allowed if the entire Coldwater Depot site is developed for a single user.

If required, on site directory/directional signs will be developed to provide wayfinding throughout the internal roadway/circulation system. These will be designed to provide safe vehicular flow within the established design theme. Directory signs shall provide directions to destinations either using addressing or individual tenant/building names. The maximum height of site directory/directionals shall be eight (8) feet and a maximum of 32 square feet. This larger size is based on the elevated viewing height of traffic of

the proposed type of uses. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

Smaller directional signage will also be used to guide traffic throughout parking lot decision points for personal cars and trucks, visitors, etc. These signs will be at a maximum height of four (4) feet and twelve (12) square feet in area. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

Building / Tenant Wall Signage (see Exhibit G - Freestanding and Wall Signage Matrix for more details) shall consist of the following:

General Address Number. Address numbers are a critical method of wayfinding for the site. These signs will be strategically placed for maximum visibility to traffic entering access point within the project. The numerals will be designed and located for visibility, recognition and safety. Future phases' building address numbers will be located in a similar manner and of similar material.

General Wall Signage. Tenant identification will be based on the type of use and their location within Coldwater Depot. Clear identification of the individual business will be a key component to appropriate identification signage. In the forthcoming Coldwater Depot Comprehensive Sign Program, complete tenant building signage guidelines will be developed that ensure quality design and quality construction through any combination of the following types of signage that may be appropriate for the use:

- Internally illuminated, aluminum pan channel returns and retainers and colored acrylic faces;
- Halo-illuminated, aluminum reverse pan channel graphics/letters;
- Non-illuminated, aluminum reverse pan channel, or dimensional flat cut-out graphics/letters;
- Aluminum plate or aluminum cast letters;
- Custom, dimensional and integrated cabinets as defined by the Zoning Ordinance; and
- Custom raceway mounted signs for use on metal and concrete panels with City staff review and approval.
- Internally illuminated, acrylic faced box cabinets will be prohibited.

General Size and Area. The overall area and sizes of building signage shall be designed to be proportional with the architectural area in which it is placed.

Standard design proportions to 70% of the overall height and 80% overall length of building fascia area in which the signage is to be installed shall be used, or two hundred (200) square feet, whichever is less. An additional fifty (50) square foot bonus will be allowed for tenants that utilize reverse pan channel letters/logos and halo illumination signage, for a maximum signage area of two hundred fifty (250) square feet.

Sign fields shall be delineated at the time of Final Site Plan, and building elevations review and standards will be finalized in the Comprehensive Sign Program.

Maximum letter heights for the various locations and uses will also be established for good signage visibility based on street frontages, building heights, and incorporating tenants corporate identification standards. Such maximum letter heights shall be established at the time of Final Site Plan review.

All signage design shall be of the tenant's graphic standards for font and/or letterstyle, color and logo design. Tag lines may also be used if part of the national graphic standards for the tenant. Descriptive or support products may not be used unless part of the national graphic standards.

No fluorescent or neon type of colors will be allowed.

Tenant Public Entry. Wall signage for pedestrian entry shall be limited to 18" in height and placed over or adjacent to the public entry. All signage shall be reverse pan channel or dimensional cut out letters of quality metals with exposed or painted finish.

Illumination may be back lit only either through internal illumination of reverse pan channels or back uplighting along designed raceways to accommodate the design and location of signage.

Window Signs. Window signs at tenant entries shall be limited to 20% of the overall window area. Information should include suite address, name of the business, hours of operation, in case of emergency information, phone numbers, etc., oriented in size and design for pedestrian viewing. All lettering shall be white.

Dock Door Signage (back of house). Appropriately sized dock door signage shall be designed to be proportional with the architectural area in which it is placed, with visibility and illumination requirements for the buildings use. Each dock door shall be identified in a consistent design for the overall building identification.

Delivery Door Signage (back of house). Tenant identification, delivery hours and other general and required information shall be controlled with standard typefaces and layouts which shall be established and finalized in the Comprehensive Sign Program.

Temporary signs shall default to the City of Avondale Zoning Ordinance – Section 9 for Commercial/Employment Developments.

XII. Infrastructure

The project's street improvements will include the adjacent half-street improvements for 127th Avenue (with curb, gutter, sidewalk, streetlights, and perimeter landscaping in

accordance with the City's requirements). Since this is an infill industrial development, it does not require the larger or more elaborate public infrastructure improvements than might otherwise be needed for a Mixed-Use development. In fact, the likelihood is that the infrastructure demand for the proposed warehouse/distribution facility will be less on the City's system than previous approved uses.

Police

There is no adverse impact to the City's Police system. The property lies within the City of Avondale's jurisdiction for Police. The City's main police station is located approximately 2 miles from the subject site on Avondale Boulevard within the City's municipal complex. This area has already been designated for Mixed-Use and Employment. Shifting one parcel from Mixed-Use to Employment does not alter the demand on police service in any meaningful way.

Fire

There is no adverse impact to the City's Fire system. The property lies within the City of Avondale's jurisdiction for Fire. Currently there are four Fire Stations within the City of Avondale. Three of the four Fire Stations are located between 1.5 and 3 miles from the subject site. And again, amending the use spectrum from Mixed-Use to Employment will not increase the demand for fire service. A Fire Protection and Life Safety Analysis will be completed for the project at the time of Final Site Plan review. The analysis will be subject to the requirements of and compliant with the Supplemental Rules and Regulations as outlined by the Avondale Fire Prevention Division. Distribution warehouse developments of the nature proposed by this PAD typically warrant a separate fire booster pump. The need for the booster pump will be determined based on current fire flow and pressure data obtained from the existing 12" City water main located in 127th Avenue. An ESFR (Early Suppression Fast Response) type sprinkler system will be provided as is typical for the distribution/warehouse uses proposed by this PAD.

Domestic water

There is no adverse impact to the City's water system. The property lies within the City of Avondale's water service area, which has jurisdiction over the water facilities serving the site. Building and uses under the Mixed-Use and Employment designations will have similar water demands. Public records indicate there is an existing 12" domestic water line in 127th Avenue that will serve the domestic water needs of the 54.5 net acre (58.4 gross acre) site. This line connects to a major water transmission line located in Van Buren Street.

Sanitary Sewer

This amendment will not have an adverse impact on the City's sanitary sewer system, which has jurisdiction over the subject property. Public records indicate there is a 10" sewer line located at 127th Avenue and Corporate Drive and a 12" sewer line located approximately 350' north of the intersection of 127th Avenue and Garfield. Both lines are connected to a main sewer transmission line running in El Mirage Road, and both

are available to serve the sanitary sewer needs of the 54.5 net acre (58.4 gross acre) site. As noted above for other infrastructure elements, this minor amendment in land use category will not negatively affect the sewer flow.

It is anticipated that the proposed office areas along the eastern side of the project will gravity drain to package ejector pumps and 2" force mains will tie to the existing sewer manholes in the 127th Avenue alignment. Gravity systems will be analyzed, but the shallow invert depth of the existing manholes may prevent the ability to gravity drain directly into the existing sewer connections in 127th Avenue. Sewer flows are expected to be consistent with 10,000-15,000sf office components proposed at the northeast and southeast corners of the building.

Environmental Site Assessment

Phase 1 Environmental Site Assessments were completed on July 18, 2011 for the 37.6 net acre (41.0 gross acre) site and on August 9, 2011 for the 16.9 net acre (17.4 gross acre) site. The reports found no evidence of recognizable environmental concerns, and no further environmental investigation was warranted.

Retention

The new site plan will create appropriate retention area(s) to accommodate the on-site retention demands. In accordance with the City of Avondale requirements, onsite retention for the 100 year, 2 hour frequency storm event will be provided. This includes the half streets of adjacent streets including 127th Avenue and Van Buren Street. Retention storage will be provided for the development by retention basins or a combination of retention basins and underground storage pipes.

In consideration of the site's northeast to southwest topographical slope and the primary site plan design, the primary retention facility for the project will be a basin located along the full length frontage of Van Buren Street. While this design exceeds the City's current guideline that retention basins cannot exceed fifty percent of any street frontage, the placement of this basin is necessary to accommodate the drainage based on the site's slope, and the size is necessary to meet the retention demands of the site.

An area consisting of approximately 7 acres along the southern portion of the 37.6 net acre (41.0 gross acre) site is designated as Flood Zone "AH" defined as flood depths of 1 to 3 feet (usually areas of ponding), with base flood elevations determined. The "AH" flood zone area can be mitigated with site development. The remainder of the site (in addition to the adjacent northern 16.9 net acres [17.4 gross acres]) is designated as Flood Zone "X" defined as areas of 500-year flood and/or areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile and areas protected by levees.

Regional Trail System

The City has long desired to extend and enhance the existing multi-use trail along the Agua Fria River south of Van Buren up to the I-10 Freeway and one day connect under

the I-10 Freeway to the regional park. Currently this trail has been installed on the south side of Van Buren and continues underneath the street to the southwest corner of this property. The Coldwater Depot project will be working with the City regarding all aspects of design and installation of this key link in the Agua Fria River trail system along the west side of the site. Pursuant to City policy, construction of this portion of the trail is the responsibility of the property owner and shall be designed with the following elements and features:

- The trail shall be located on top of the levee.
- The trail shall be 10-feet wide and consist of 2" asphalt with no ABC (unless required for stabilization of the path area located on fill).
- Landscaping shall consist of drought tolerant trees; (bushes or other ground cover are not required) and shall be installed and established such that no permanent irrigation system shall be required.
- Trail path lighting shall not be required.
- Hydro seed shall be used on the trail embankment to create a more natural look along the trail without the use of decomposed granite.
- Three pedestrian nodes will be included; design detail to be determined.
- Groupings of trees shall be located at the northwest and southwest corners of the path and around the pedestrian nodes; trees shall also be planted in periodic groupings along the remainder of path.
- Pipe-rail fencing installed along the west edge of the levee and shall be painted to mitigate glare.

Groupings of trees proposed along the trail near the northwest and southwest corners of the site and around the pedestrian nodes are intended to provide shade and natural screening of the Coldwater Depot buildings for trail users. These groupings of trees are also strategically located to maximize screening of these future employment uses from the brief glimpses motorists have as they pass by on the freeway.

The underpass beneath Van Buren Street and the elevated design of this section of the trail adjacent to the site eliminate any potential vehicular and/or pedestrian conflicts between the trail and the adjacent employment uses. Additionally, by placing the trail at the top of the levee, it maximizes the pedestrian experience of the natural wash while providing views of the dynamic vistas of the Estrella Mountains. Placement of desert variety trees along the eastern side of the trail clustered at pedestrian nodes and near the north and south ends of the site will soften views into the future employment related buildings.

Once installed, all aspects of the trail system, including landscaping, shall be maintained by the City.

Phasing

The PAD may be developed in phases as determined by market demand. If the first phase consists of a building that is 250,000 square feet or less, perimeter street,

landscaping and other infrastructure improvements shall be limited to those that are directly adjacent to and do not exceed the boundaries of the first phase. For example, for a 250,000 square foot building that is developed along the Van Buren frontage, perimeter street and landscape improvements along 127th Avenue shall only extend to Corporate Drive, the first east/west public street north of Van Buren Street. If a phase consists of a building greater than 250,000 square feet, perimeter street and landscape improvements for 127th Avenue shall extend the entire length of the public right-of-way. Other infrastructure improvements, however, shall be limited to those that are directly adjacent to and do not exceed the boundaries of the applicable phase. Perimeter street, landscaping and other infrastructure improvements shall be more fully determined at time of Final Site Plan review for each phase.

Well Site

A well site is currently located within a 50'x50' parcel at the extreme northwest corner of the Coldwater Depot project. This parcel is owned by a third party not affiliated with the Coldwater Depot project. Access to the well site is currently provided through easements recorded against the Coldwater Depot land that run along eastern and northern boundary lines. The City has informed Trammell Crow Company that it intends to acquire the well site for the purpose of installing a new well, and will require a future easement dedication from the Coldwater Depot project around the existing well site as crosshatched on the site plans included in Exhibit D. In addition to the easement dedication, the Coldwater Depot project will provide the City access to the well site via the improved parking lot areas along the northern end of the project. Easement dedication and access will be more fully addressed during Final Site Plan review and/or Final Plat review.

XIII. Conclusion

The proposed PAD will provide an exceptional opportunity for the City of Avondale to capture business and industry opportunities, which in turn will create job opportunities for existing and future City residents. In fact, the Coldwater Depot distribution/warehouse project has the potential to add over a thousand new jobs to the City. In this way, the proposed request will contribute to balance the City's job to population ratio and to the City's vision for orderly growth.

Based upon the analysis provided within, we believe this Planned Area Development ("PAD") request and companion General Development Plan and Program for 54.5 net acres (58.4 gross acres) is consistent with the overall intent and goals of the City of Avondale General Plan, the adopted Freeway Corridor Specific Plan and the City Zoning Ordinance which sets forth vision and expectations for this area. The proposed PAD zoning will enhance the other planned uses in the area. It offers more flexibility to meet the needs in this unique setting than the existing and prior zoning. It also provides an appropriate Employment land use designation and zoning district that knits well into this part of the City. The proposed request supports the City's vision for the new employment area.

List of Figures	
Vicinity Map.....	Exhibit A
Legal Description.....	Exhibit B
Avondale General Plan Land Use Map.....	Exhibit C
General Development Plan/Conceptual Site Plans.....	Exhibit D
Conceptual Renderings.....	Exhibit E
Landscape Palette List.....	Exhibit F
Sign Plan Matrix.....	Exhibit G

EXHIBIT A

Vicinity Map

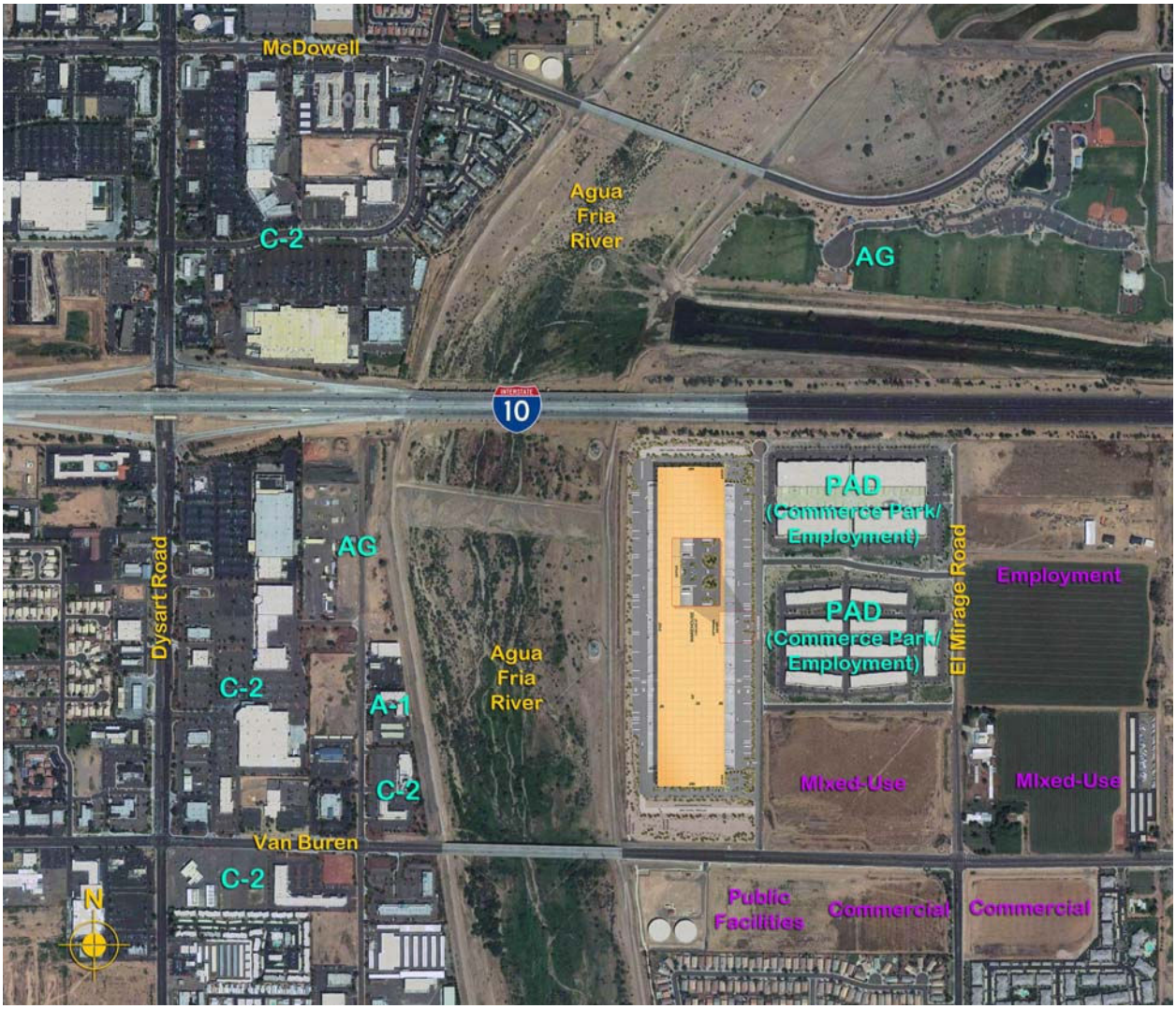

McDowell
Agua
Fria
River
C-2
AG
10
PAD
(Commerce Park/
Employment)
Employment
PAD
(Commerce Park/
Employment)
El Mirage Road
Dysart Road
AG
Agua
Fria
River
C-2
A-1
C-2
Mixed-Use
Mixed-Use
Van Buren
C-2
N
Public
Facilities
Commercial
Commercial

EXHIBIT B

Legal Descriptions

LEGAL DESCRIPTION FOR REZONING PURPOSES
58.4 GROSS ACRES
NWC 127TH AVENUE & VAN BUREN STREET

A PARCEL OF LAND LOCATED WITHIN THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER, OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, BEING A CITY OF AVONDALE BRASS CAP IN A HANDHOLE, FROM WHICH THE SOUTH QUARTER CORNER THEREOF, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH, BEARS NORTH 88°33'10" WEST, A DISTANCE OF 2638.77 FEET;

THENCE NORTH 88°33'10" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1319.25 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2 AND THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED ;

THENCE CONTINUE, NORTH 88°33'10" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2 A DISTANCE OF 871.33 FEET,

THENCE DEPARTING SAID LINE, NORTH 04°43'14" WEST, A DISTANCE OF 821.45 FEET;

THENCE NORTH 00°28'22" EAST, A DISTANCE OF 1797.52 FEET;

THENCE SOUTH 89°31'32" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°28'22" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°31'32" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°28'22" WEST, A DISTANCE OF 32.12 FEET;

THENCE SOUTH 89°31'32" EAST, A DISTANCE OF 150.00 FEET;

THENCE NORTH 00°17'38" EAST, A DISTANCE OF 50.00 FEET;

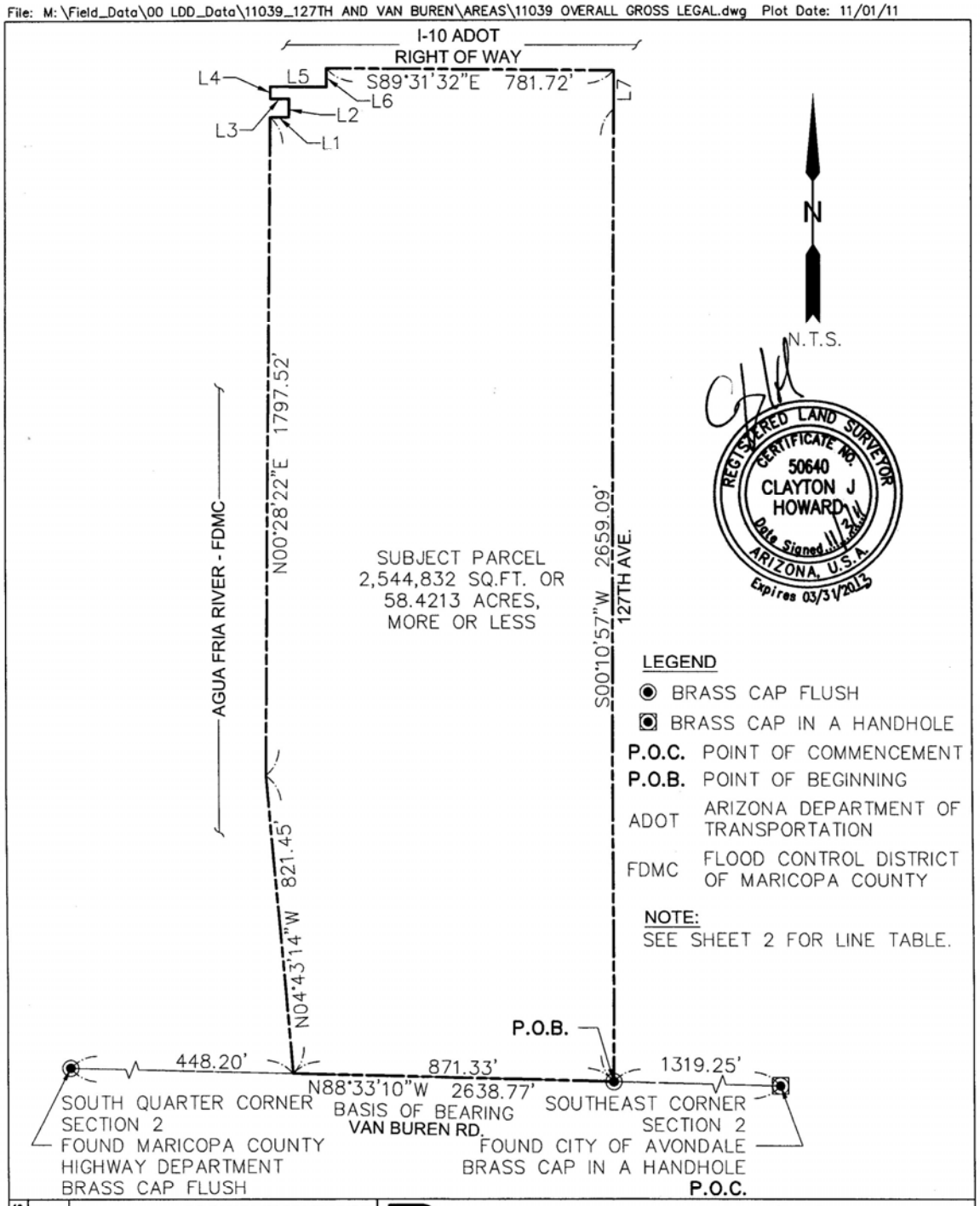
THENCE SOUTH 89°31'32" EAST, A DISTANCE OF 781.72 FEET;

THENCE SOUTH 00°10'57" WEST, A DISTANCE OF 103.46 FEET;

THENCE SOUTH 00°10’57” WEST, A DISTANCE OF 2659.09 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 2,544,832 SQUARE FEET OR 58.4213 ACRES, MORE OR LESS.

File: M:\Field_Data\00 LDD_Data\11039_127TH AND VAN BUREN\AREAS\11039 OVERALL GROSS LEGAL.dwg Plot Date: 11/01/11



File: M:\Field_Data\00 LDD_Data\11039_127TH AND VAN BUREN\AREAS\11039 OVERALL GROSS LEGAL.dwg Plot Date: 11/01/11

Line Table		
Line #	Length	Direction
L1	50.00	S 89°31'32" E
L2	50.00	N 00°28'22" E
L3	50.00	N 89°31'32" W
L4	32.12	N 00°28'22" E
L5	150.00	S 89°31'32" E
L6	50.00	N 00°17'38" E
L7	103.46	S 00°10'57" W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50640
CLAYTON J
HOWARD
Date Signed 11/1/11
ARIZONA, U.S.A.
Expires 03/31/2013

SHEET 2 OF 2
DATE: 11/01/011

EXHIBIT MAP FOR REZONING PURPOSES
NW CORNER VAN BUREN & 127TH AVE.

BY: BLH | CHK: CJH | QC:

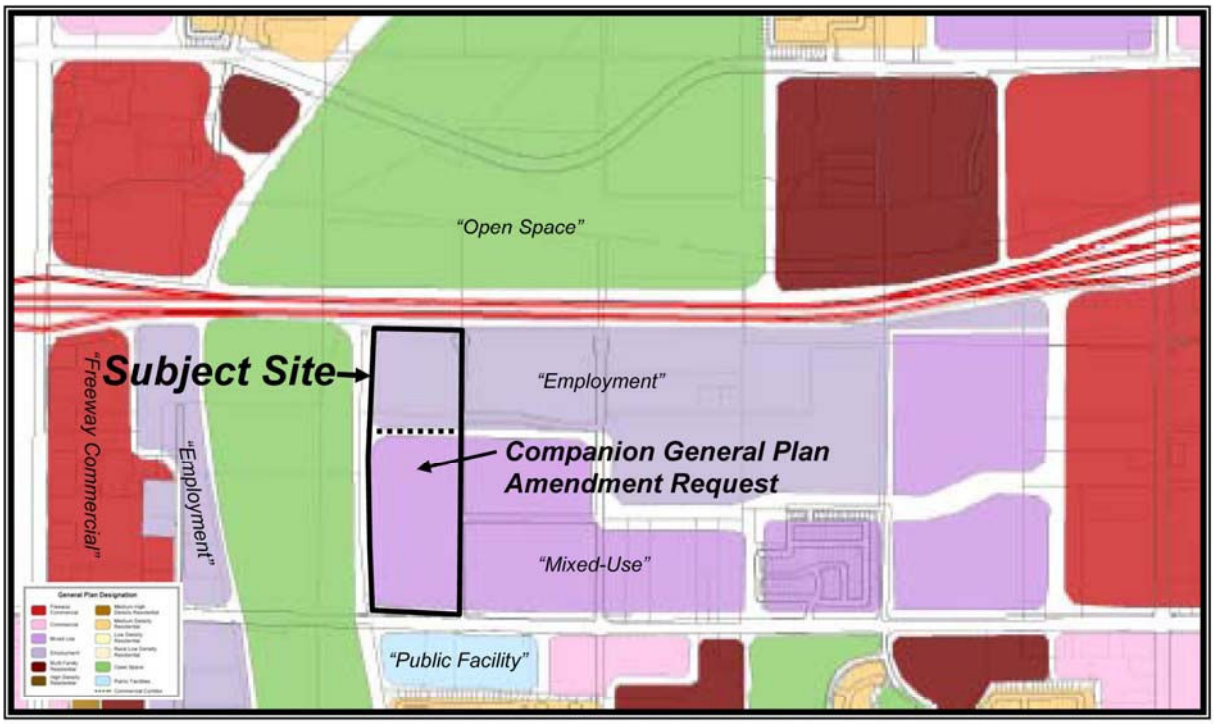
BCG PROJECT NO: 00000 TASK:
CLIENT REF NO:

Bowman CONSULTING

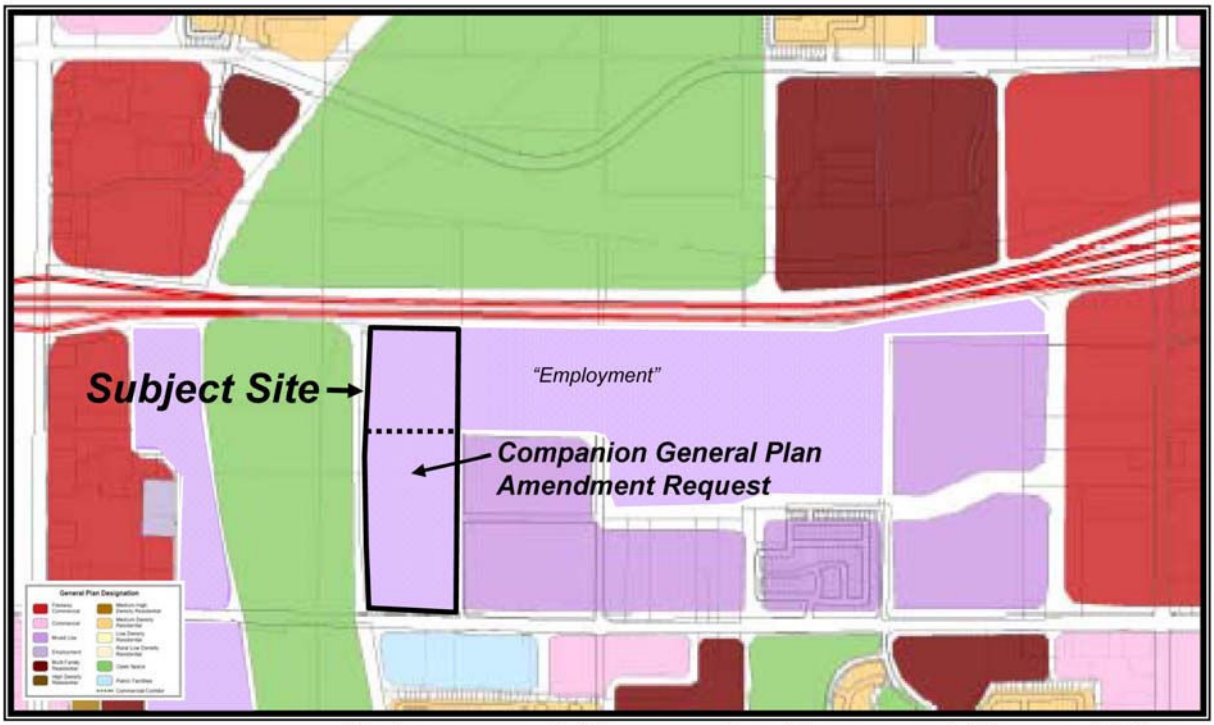
3010 S Priest Dr, #101
Tempe, Az 85282
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

EXHIBIT C

Avondale General Plan Land Use Map



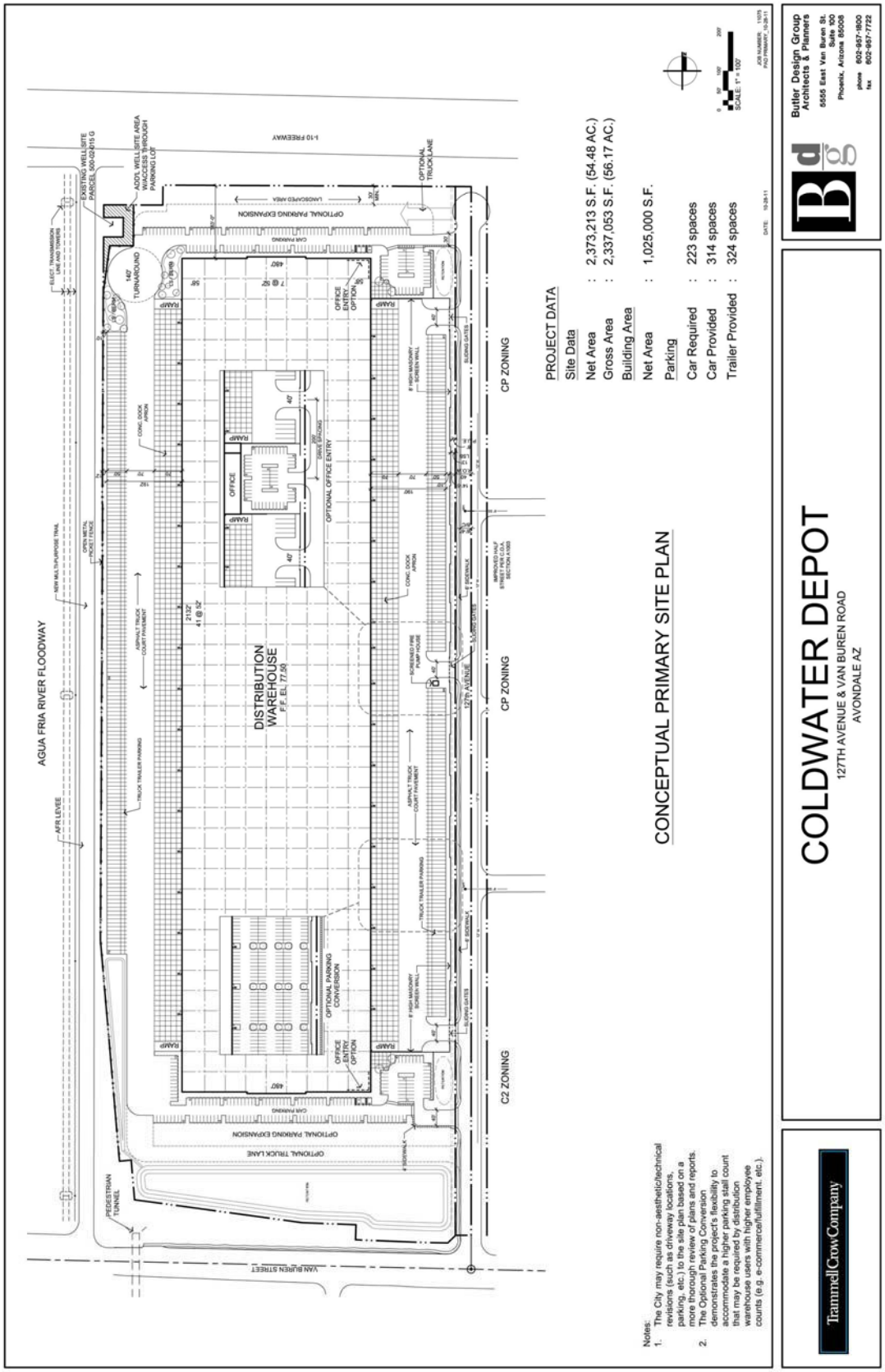
Enlargement-Existing General Plan
Employment and Mixed-Use designation



Enlargement-Companion Proposed General Plan
Employment designation (Business Park & Industrial Uses)

EXHIBIT D

General Development Plan/ Conceptual Site Plans



PROJECT DATA

Site Data

Net Area	:	2,373,213 S.F. (54.48 AC.)
Gross Area	:	2,337,053 S.F. (56.17 AC.)

Building Area

Net Area	:	1,025,000 S.F.

Parking

Car Required	:	223 spaces
Car Provided	:	314 spaces
Trailer Provided	:	324 spaces

CONCEPTUAL PRIMARY SITE PLAN

Notes:

1. The City may require non-aesthetic/technical revisions (such as driveway locations, parking, etc.) to the site plan based on a more thorough review of plans and reports.
2. The Optional Parking Conversion demonstrates the project's flexibility to accommodate a higher parking stall count that may be required by distribution warehouse users with higher employee counts (e.g. e-commerce/fulfillment, etc.).

DATE: 10-28-11

JOB NUMBER: 11075
PAD PRIMARY: 10-28-11

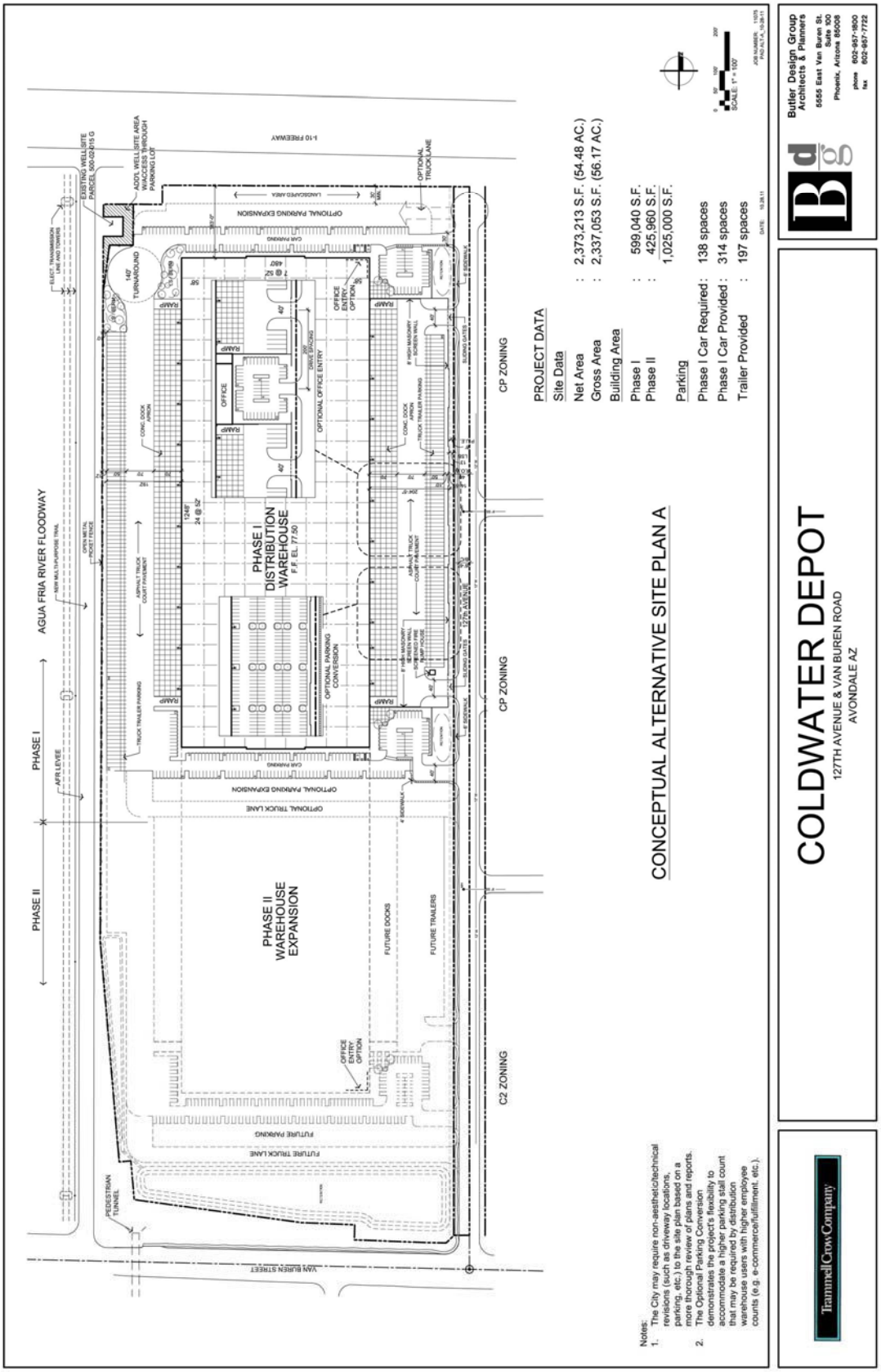
SCALE: 1" = 100'

Butler Design Group
Architects & Planners
5555 East Van Buren St.
Suite 100
Phoenix, Arizona 85008
phone 602-957-8900
fax 602-957-7722

COLDWATER DEPOT

127TH AVENUE & VAN BUREN ROAD
AVONDALE AZ

TrammellCrowCompany



PROJECT DATA

Site Data

Net Area	:	2,373,213 S.F. (54.48 AC.)
Gross Area	:	2,337,053 S.F. (56.17 AC.)

Building Area

Phase I	:	599,040 S.F.
Phase II	:	425,960 S.F.
		1,025,000 S.F.

Parking

Phase I Car Required	:	138 spaces
Phase I Car Provided	:	314 spaces
Trailer Provided	:	197 spaces

CONCEPTUAL ALTERNATIVE SITE PLAN A

Notes:
1. The City may require non-aesthetic/technical revisions (such as driveway locations, parking, etc.) to the site plan based on a more thorough review of plans and reports.
2. The Optional Parking Conversion demonstrates the project's flexibility to accommodate a higher parking stall count that may be required by distribution warehouse users with higher employee counts (e.g. e-commerce/fulfillment, etc.).

DATE: 10.28.11
JOB NUMBER: 11075
PAD ALTA_10.28.11

Butler Design Group
Architects & Planners
5555 East Van Buren St.
Suite 100
Phoenix, Arizona 85008
phone 602-957-9600
fax 602-957-7722

COLDWATER DEPOT

127TH AVENUE & VAN BUREN ROAD
AVONDALE AZ

TrammellCrowCompany

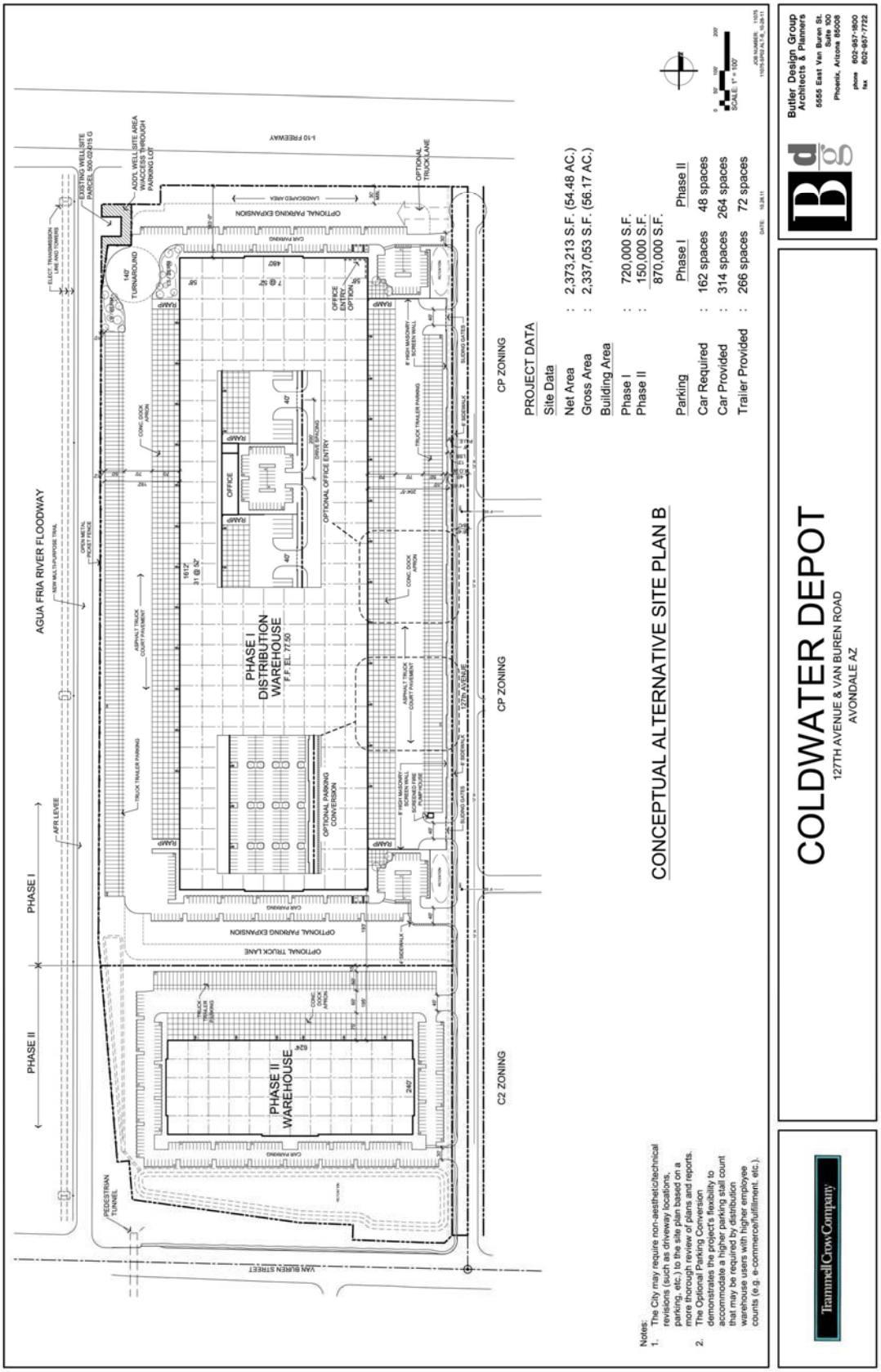

CONCEPTUAL ALTERNATIVE SITE PLAN B
PROJECT DATA
Site Data
Net Area : 2,373,213 S.F. (54.48 AC.)
Gross Area : 2,337,053 S.F. (56.17 AC.)
Building Area
Phase I : 720,000 S.F.
Phase II : 150,000 S.F.
870,000 S.F.
Parking Phase I Phase II
Car Required : 162 spaces 48 spaces
Car Provided : 314 spaces 264 spaces
Trailer Provided : 266 spaces 72 spaces
Notes:
1. The City may require non-aesthetic/technical revisions (such as driveway locations, parking, etc.) to the site plan based on a more thorough review of plans and reports.
2. The Optional Parking Conversion demonstrates the project's flexibility to accommodate a higher parking stall count that may be required by distribution warehouse users with higher employee counts (e.g. e-commerce/fulfillment, etc.).
PHASE I DISTRIBUTION WAREHOUSE
PHASE II WAREHOUSE
AGUA FRIA RIVER FLOODWAY
PHASE I
PHASE II
CP ZONING
C2 ZONING
VAN BUREN STREET
127TH AVENUE
L-10 FREEWAY
OPTIONAL PARKING EXPANSION
OPTIONAL TRUCK LANE
OPTIONAL OFFICE ENTRY
OPTIONAL PARKING CONVERSION
OPTIONAL TRUCKLANE
ADD'L WELL SITE W/ACCESS THROUGH PARKING LOT
140' TURNAROUND
PEDESTRIAN TUNNEL
OFFICE
RAMP
CONC. DOCK APRON
TRUCK TRAILER PARKING
ASPHALT TRUCK COURT PAVEMENT
CAR PARKING
SLIDING GATES
SCALE: 1" = 100'
Butler Design Group
Architects & Planners
5555 East Van Buren St.
Suite 100
Phoenix, Arizona 85008
phone 602-957-9600
fax 602-957-7722
COLDWATER DEPOT
127TH AVENUE & VAN BUREN ROAD
AVONDALE AZ
TrammellCrowCompany

EXHIBIT E

Conceptual Renderings

Northeast Corner Character Image

Trammell Crow Company

COLDWATER DEPOT

127TH AVENUE & VAN BUREN ROAD
AVONDALE AZ
11075

Butler Design Group, Inc
architects & planners

Northwest Corner Character Image

Trammell Crow Company

COLDWATER DEPOT

127TH AVENUE & VAN BUREN ROAD
AVONDALE AZ
11075

Butler Design Group, Inc
architects & planners

Northbound 127th Ave Character Image

Trammell Crow Company

COLDWATER DEPOT

127TH AVENUE & VAN BUREN ROAD

AVONDALE AZ

11075

Butler Design Group, Inc
architects & planners

EXHIBIT F

Landscape Palette

Coldwater Depot
Landscape Pallette

TREES

Botanical Name	Common Name
Acacia Sp.	Acacia, Wattle
Brachychiton populneus	Bottle Tree
Caesalpinia Sp.	Bird-of-Paradise
Chamaerops humilis	Mediterranean Fan Palm
Chilopsis linearis	Desert Willow
Dalbergia sissoo	Sissoo Tree
Eucalyptus Sp.	Eucalyptus
Fouquieria Sp.	Ocotillo
Olea europaea 'Swan Hill'	Swan Hill Olive Tree
Olneya tesota	Ironwood
Parkinsonia Sp. (Cercidium Sp.)	Palo Verde
Pinus eldarica	Mondel Pine
Prosopis Sp.	Mesquite
Quercus Sp.	Oak
Sophora secundiflora	Texas Mountain Laurel
Ulmus parvifolia cv. 'Sempervirens'	Chinese Elm Tree

SHRUBS

Botanical Name	Common Name
Agave Sp.	Century Plant, Agave
Aloe Sp.	Aloe
Ambrosia deltoidea	Triangle Leaf Bur-sage
Asclepias subulata	Desert Milkweed
Baccharis Sp.	Desert Broom, Coyote Brush
Baileya multiradiata	Desert Marigold
Caesalpinia Sp.	Bird of Paradise
Calliandra californica	Baja Red Fairy Duster
Cailliandra eriophylla	Pink Fairy Duster
Convolvulus cneorum	Bush Morning Glory, Silverbush
Dalea Sp.	Smoketree, Indigo Bush
Dasylirion Sp.	Desert Spoon
Dodonaea viscosa	Hopbush
Encelia Sp.	Brittlebush
Eremophila Sp.	Emu Bush
Euphorbia biglandulosa (rigida)	Euphorbia
Hesperaloe Sp.	Hesperaloe
Larrea tridentata	Creosote Bush

Leucophyllum Sp.	Texas Sage, Texas Ranger
Muhlenbergia Sp.	Gulf Muhly
Nadina domestica	Heavenly Bamboo
Nerium oleander 'Petite Pink'	Oleander 'Petite Pink'
Nolina Sp.	Bear Grass
Pedilanthus macrocarpus	Lady Slipper
Penstemon sp.	Penstemon
Psilostrophe cooperi	Paperflower
Pyracantha Sp.	Pyracantha, Fire-thorn
Ruellia Sp.	Ruellia
Salvia Sp.	Sage
Senna Sp. (Cassia Sp.)	Cassia
Simmondsia chinensis	Jojoba
Tecoma Sp.	Tacoma
Thevetia peruviana	Yellow Oleander
Vauquelinia Sp.	Rosewood
Viguiera parishii (Viguiera deltoidea)	Golden Eye
Viguiera tomentosa	Golden Eye
Yucca Sp.	Yucca

VINES

Botanical Name	Common Name
Antigonon leptopus	Coral Vine, Queen's Wreath
Bougainvillea Sp.	Bougainvillea
Macfadyena unguis-cati	Cat's Claw
Passiflora foetida	Passion Vine

GROUNDCOVER

Botanical Name	Common Name
Dalea Sp.	Smoketree, Indigo Bush
Gazania Sp.	Gazania
Glandularia peruviana (Verbena peruviana)	Peruvian Verbena
Lantana Sp.	Trailing Lantana
Oenothera berlandieri (O.speciosa)	Mexican Evening Primrose
Rosmarinus officinalis cv. 'Prostratus'	Prostrate Rosemary
Wedelia triolbata	Yellow Dot

EXHIBIT G

Sign Plan Matrix

FREESTANDING AND WALL SIGNAGE MATRIX

FREESTANDING SIGNS					
Sign Type	**Quantity**	**Maximum Height**	**Maximum Area**	**Description**	**Location**
Project Monument	One (1)	3.5 feet	40 square feet of letters and logo area calculation - background wall surface is exempt.	Identification of master development only	NW corner of 127th Avenue and Van Buren Street.
On-site Directory/Directionals	As required to provide safe traffic flow	8 feet	32 square feet	Directional information to buildings, facilities, etc.	Location(s) to be determined at site plan review.
On-site Directionals	As required to provide safe traffic flow	4 feet	12 square feet	Information for private, public, delivery entrances and exits.	Location(s) to be determined at site plan review.
Multi-Tenant Monument *NOTE: A multi-tenant monument sign shall not be allowed if the entire Coldwater Depot site is developed for a single user.*	Maximum two (2)	8 feet	60 square feet	Up to six (6) tenant panels and identification of project.	One adjacent to Van Buren Street; one adjacent to 127th Avenue.

TENANT WALL SIGNS					
Building Type	**Quantity**	**Calculation / Area**	**Location**	**Description**	**Illumination**
Freeway Visibility Elevations (North and West)	Four (4) freeway oriented signs per elevation.	Basic calculation of two (2) square feet of signage for each lineal foot of freeway frontage within architectural delineated areas. Standard design proportions to 70% of the overall height and 80% overall length of building fascia area in which the signage is to be installed shall be used, or two hundred (200) square feet, whichever is less. An additional fifty (50) square foot bonus will be allowed for reverse pan channel letters/logos and halo illumination signage, for a maximum of two hundred fifty (250) square feet.	Sign fields must be delineated at time of Final Site Plan review and must be integrated with building design. Signage to be located in architecturally delineated areas, and may or may not be located over tenants leased space.	Reverse pan channel, pan channels or cut out letters and logos; or custom cabinets shall be allowed. All tenants to be allowed to use nationally/locally recognized corporate standard logo design, font and colors.	Halo, internal or backlit or a combination thereof.
Van Buren Street and 127th Avenue Visibility Elevations (South and East)	A maximum of four (4) elevations per building may have signage.	Basic calculation of one and one-half (1.5) square feet of signage for each lineal foot of elevation frontage within architectural delineated areas. Standard design proportions to 70% of the overall height and 80% overall length of building fascia area in which the signage is to be installed shall be used, or two hundred (200) square feet, whichever is less. An additional fifty (50) square foot bonus will be allowed for reverse pan channel letters/logos and halo illumination signage, for a maximum of two hundred fifty (250) square feet.	Sign fields must be delineated at time of Final Site Plan review. Signage to be located in architecturally delineated areas, and may or may not be located over tenants leased space.	Reverse pan channel, pan channels or cut out letters and logos; or custom cabinets shall be allowed. All tenants to be allowed to use nationally/locally recognized corporate standard logo design, font and colors.	Halo, internal or backlit or a combination thereof.

All Site Conditions:
Sign locations shall be delineated at time of Final Site Plan review.
For all multi-tenant freestanding signs, a landscaped area shall be provided, on-premise at the street frontage at the base of the sign, which shall extend a minimum of four (4) feet beyond the perimeter section of the sign structure at its widest point.

Setbacks - No signs shall be located in any public right of way but may be located at the property line with the leading edge of the sign.
No signs shall be located in any public utility easement.

Excerpt of the Minutes of the regular Planning Commission meeting held November 17, 2011 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Michael Long, Chairman
Angela Cotera, Vice Chair
Lisa Amos, Commissioner
David Iwanski, Commissioner

COMMISSIONERS EXCUSED
Grace Carrillo, Commissioner
David Scanlon, Commissioner
Sean Scibienski, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II
Paul Lopez, Engineering Project Manager
Linda Herring, Development Services Representative

APPLICATION NOS. PL-11-0151 and PL-11-0152

APPLICANT: Ms. Cathy Thuringer
Trammell Crow Company
(602) 285-3104

PROPERTY OWNER: Mr. Donald J. Mahoney
Coldwater Industrial Associates, LLC
(602) 285-3101

REQUEST: PL-11-0151: This is a public hearing before the Planning Commission to review and solicit public input on a request by Ms. Catherine Thuringer, Trammel Crow Company, for a minor General Plan Amendment for undeveloped land located at the northwest corner of Van Buren Street and 127th Avenue. The General Plan Amendment is a request to change the land use designation for approximately 38 acres from Mixed Use to Employment.

PL-11-0152: This is a public hearing before the Planning Commission to review and solicit public input on a request by Ms. Catherine Thuringer, Trammel Crow Company, for rezoning for undeveloped land located at the northwest corner of Van Buren Street and 127th Avenue. The rezoning request is to replace the existing PAD (Planned Area Development) zoning with a new PAD for approximately 56 acres. Staff Contact: Ken Galica

Mr. Galica presented applications PL-11-0151 and PL-11-0152 together since they apply to the same property, which represent respectively a minor General Plan amendment, and a PAD

rezoning for a project called Coldwater Depot. Public hearings and votes would be conducted separately for each application.

Mr. Galica said the subject property for the General Plan application is slightly over 40 gross acres in size and situated on the northwest corner of Van Buren Street and 127th Avenue. The Agua Fria river borders to the west, and an undeveloped parcel lies to the north. The existing land use designation is Mixed Use, which allows for residential, commercial, and industrial/employment uses, as long as they are mixed. The applicant is requesting a designation change to Employment, which is designed to specifically bring developments that bring jobs to the city. The amendment requires that four findings be met:

- The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for proposed change.

Mr. Galica said there are only two other Employment designated locations large enough to accommodate this type of development, neither of which are adjacent to I-10. The applicant wants to take advantage of freeway frontage for increased exposure. There are 694 acres of Mixed Use designated land that is undeveloped in Avondale. If this amendment is approved, the Mixed Use acreage would drop to 653, which is a fairly minor change. Mixed Use tends to function better in areas where there is little truck traffic, and it is primarily intended for a retail/pedestrian environment, and the majority of other mixed use sites are better situated.

- The amendment will be an overall improvement to the Land Use Map and is not solely for the good or benefit of a particular landowner or owners.

Mr. Galica stated that in terms of finding #2, Coldwater Depot will provide a major source of new employment opportunities in Avondale. Development in accordance with the Mixed Use designation could produce conflicts between cars, trucks and pedestrians, while the Employment designation would reduce this conflict.

- The amendment will not adversely impact the community as a whole and/or a portion of the community.

Mr. Galica reviewed that Commerce Park light industrial uses that increase truck traffic on Van Buren Street already occur in the area. The property is adjacent to two buffers, I-10 and the Agua Fria River. A City utility facility lies to the south. A traffic statement prepared by a certified engineer states that peak hour trips to this site will not create a substantial increase. Until the El Mirage Road interchange is constructed in about 2020, adequate access is available through existing interchanges. The City will have the capacity to serve future water & sewer demands under either Mixed Use or Employment designations. The accompanying PAD incorporates standards designed to obstruct views into the truck court portions of the site.

- The amendment is consistent with the overall intent of the 2002 Plan and other adopted plans, codes, and ordinances.

Mr. Galica noted that in accordance with Land Use Goal #3, the existing character of the area is industrial. Economic Development Goal #2-D is to encourage diversity of employment types, and this designation would allow for a different type of employment use a distribution facility, than Avondale currently offers. Growth Area Goal #1 is to create destination employment centers in targeted areas of the City, and this amendment would further that goal. The amendment would also create non-motorized connections to open space, rivers and mountains,

which is a goal of the Open Space Element. The Agua Fria trail will be completed on the adjacent Maricopa County Flood Control District (MCFCD) land, and allow residents south of the I-10 to access Friendship Park without having to cross streets or the I-10.

Mr. Galica stated that the rezoning request would affect the entire 58.4 gross acre property, not just the portion addressed in the General Plan amendment. The north parcel was a PAD approved in 2007, which expired in 2010. The southern part is currently zoned PAD, but is set to expire in about 18 months. The Coldwater Depot PAD contains a list of uses suitable for very large warehouse style buildings typically used in distribution facilities. Three conceptual site plans have been offered. The developer's preferred option calls for a large cross-dock distribution facility. For comparison, it is the equivalent size of 12 American Sports Centers, located to the east.

Mr. Galica reviewed that the proposed architecture features a contemporary style and a sophisticated neutral color palette. Entrance areas are strongly emphasized. There is variation in parapet height to break up the long elevations. Exterior detailing and construction elements will help the building stand out and transcend the common warehouse look. Accent lighting will give the building a more dramatic appearance during the evening hours. Green building elements have been proposed for the structure, potentially solar photovoltaics. Multiple techniques will be employed to reduce or obscure views of roll-up doors. Staff recommends a stipulation to redesign the downspouts during the site plan review stage.

Mr. Galica stated that the development standards are largely in accordance with the City's CP (Commerce Park) and A-1 (General Industrial) Zoning Districts. PAD standards are in general conformance with Zoning Ordinance requirements, with the only exception being the allowance of larger wall-mounted signs than normal, mainly due to the scale of the building. Required off-site improvements include dedicating the right-of-way to complete 127th Avenue, and the Multi-Use Agua Fria trail. The City wants to acquire a well site owned by a third party at the northwest corner of the property, and the developer will dedicate additional land for the City to expand that site and will provide access easements. The applicant will tie into the existing water and sewer systems. A potential traffic signal at Van Buren Street and 127th Avenue might be warranted. The City paid for improvements to Van Buren street that typically would be the developer's responsibility, and the property owner will reimburse the City for them.

Mr. Galica said staff recommends approval of application PL-11-0151, with no stipulations, and PL-11-0152 with 15 stipulations, including revised stipulation #3. The PAD is in conformance with the proposed Employment designation, but not the existing Mixed Use designation.

Commissioner Iwanski inquired whether anything could be done to encourage all parties to develop the Agua Fria trail, since it would be such a great amenity for the city. Mr. Galica responded that the staff has a good working relationship with MCFCD and does not anticipate any problems with the trail. Avondale will submit a design, and the District will review it. Commissioner Iwanski felt that green elements of the building should include diverting rainwater to beneficial uses. He inquired about a project completion date. Mr. Galica said the developer feels that this market segment is underserved in the valley at the moment, so construction should occur soon. Commissioner Iwanski inquired about truck traffic impacts. Mr. Galica explained that truck traffic will be studied during the site planning stage, but he anticipates that Dysart Road and Avondale Boulevard would be likely routes.

Commissioner Amos noted that an Inter-governmental Agreement (IGA) between the MCFCD and the City of Avondale regarding the trail has been in place for a number of years. The trail components are a given, but details and access issues are unresolved.

Vice Chair Cotera expressed the concern that the first thing travelers coming over the Agua Fria Bridge will see is a monolithic wall stretching for about a half a mile with numerous trucks in front of it (as in Exhibit F, top right). While that would denote commercial activity, it would also convey the impression that Avondale is just a distribution hub, and not a place to live or visit. Mr. Galica admitted that staff shared those same concerns initially. It is important that the truck bays be screened. There is a limit to what can be done to break up the lines of the wall without making it look too cluttered, but the designs were a vast improvement that staff was comfortable with. Vice Chair Cotera said that Site Plan Option C offered a more desirable look, because it would break up the vast expanse of industrial space. While jobs are crucial, Avondale also has to remain attractive as a place to live, and the building would send a different message.

Mr. Galica explained that one of the photos that Vice Chair Cotera pointed out (Exhibit F, lower left) shows both horizontal and vertical elements that would be more typical at the ends of the building. These would be impossible to build on longer elevations without affecting the building's utility. The picture at the top right of Exhibit F is not representative of what the final building would look like. Truck operations would be screened from the freeway. Vice Chair Cotera suggested that the smaller building in Site Plan Option C be placed closer to the freeway, to serve as a buffer. Having the larger building near Van Buren Street might also be more efficient for truck operations. Mr. Galica responded that if the applicant were to propose an inverted site plan, staff would not have any problem with that. Vice Chair Cotera said the applicant should work to ensure that the El Mirage Road interchange project remain on target, since it would be very convenient for them and easier for residents.

Chair Long invited the applicant to address the Commission.

Stephen Earl, Earl, Curley & Lagarde P.C., 3101 N Central Avenue, Ste 1000, Phoenix, Arizona 85012, spoke on behalf of the Trammell Crow Company, which is one of the largest commercial developers in the U.S., worth over $50 billion. He introduced Jim Mahoney, President of the Arizona Division, and Senior Project Manager, Catherine Thuringer. He said staff raised all of the concerns mentioned by the Commission. They set the standard of having the best warehouse distribution center in the Valley. Every aspect has gone under rigorous review. He suggested that revised downspouts could enhance the architectural character of the long wall without affecting the operational function.

Mr. Earl displayed a color-enhanced version of the site plan. The proposed use is not impacted by the high-voltage transmission lines, the nearby freeway noise, or the elongated site, factors which would impact other types of uses. Because of the downturn in the economy, internet sales have vastly increased, leading to an increased demand for facilities of this type. Arizona's tax structure, compared to neighboring states, is favorable, and Avondale is well situated for accessing the California market. A typical Amazon distribution facility, for example, is the size of the building depicted in Site Plan Option A. Having all the operations under one roof allows for integrated functions. In the past several years, the amount of vacant industrial warehouse distribution space in the area decreased by 50%. Thirteen major companies are looking at this specific area today, and vacancy could decrease to 7% in the next year. Major companies want freeway exposure. Once they relocate to and become familiar with a new city, they tend to relocate other aspects of their business there as well. The site also offers several convenient alternatives for accessing the I-10 and other major routes.

Mr. Earl said that according to the Maricopa Association of Governments (MAG), the Mixed Use category can have anywhere from 0.8 to 1.3 jobs per square foot, whereas as the proposed use would double that. The General Plan calls for a rebalancing of the employment spectrum, which this project would do. The setbacks for this project are substantial, ranging from between 183 feet to 300 feet back from the property lines. By taking the Agua Fria trail up to the level of the levee, it will offer views and vistas for people using the trail, while also helping to screen the west side of the building. The east side is screened by a wall that obstructs views of the loading functions. Trees on the slope of the levee will screen the west side of the building as they grow to full size.

Mr. Earl addressed the suggestion of using an inverted version of Option C, noting that the property tapers in at the south end, which would make it difficult to locate the larger building there. The developers are offering several versions of the site plan in response to the 13 major users looking for space. Their needs range in size from 125,000 square feet to more than 1 million square feet. As demand escalates and available space decreases, construction is expected to start early next year. Mr. Earl displayed a series of slides to emphasize his points on the design elements.

Commissioner Iwanski clarified that he prefers Site Plan Option A, which features one large building. The Commission, as a whole, has not recommended any of the options yet. He inquired about the ownership situation regarding the well site. Paul Lopez, Engineering Project Manager, Development Services/Engineering Department, responded that the City has been trying to locate the owner of that site, but it has changed hands many times. Staff anticipates securing the site within a year and is moving forward with plans once that occurs. The additional land that Trammell Crow is dedicating will help complete it and provide access.

Commissioner Amos noted that some large warehouses use decorative laser etched downspouts, which are aesthetically pleasing.

Vice Chair Cotera inquired whether the people on the Agua Fria trail would be looking down into the loading bays. Mr. Earl explained that the levee and the tops of the doors would be at the same elevation. Vice Chair Cotera said something should be done to make that part of the trail more enjoyable. She agreed that the site and the facility would be important for jobs in Avondale. She implored the designers of the project to consider what they would want if they lived in Avondale and had to look at the building every day.

Vice Chair Cotera inquired whether a watering plan is in place to ensure that the trees grow to full size. Mr. Galica explained that because the trail will be located on MCFCD property, the City plans to assume maintenance of the trail and the landscaping associated with it. The trees will require District approval, must be drought tolerant, and possess root structures that do not jeopardize the structural integrity of the levee.

Commissioner Amos said these types of warehouse facilities provide jobs and this would be a great addition to the city.

Chair Long opened the public hearing on PL-11-0151. With no citizens requesting to speak, he closed the public hearing.

Commissioner Iwanski **MOVED** that the Planning Commission accept the findings and recommend approval of application PL-11-0151, a request to amend the General Plan from

Mixed Use to Employment for approximately 41 acres located at the northwest corner of Van Buren Street and 127th Avenue. Vice Chair Cotera **SECONDED**.

ROLL CALL VOTE

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

The motion carried 4-0.

Chair Long opened the public hearing on PL-11-0152. With no citizens requesting to speak, he closed the public hearing.

Vice Chair Cotera **MOVED** that the Planning Commission accept the findings and recommend approval of application PL-11-0152, a request to rezone subject property by adopting the Coldwater Depot PAD General Development Plan and Program, subject to the 15 staff recommended conditions of approval, including the revised Stipulation #3, as stated in the memorandum dated November 17, 2011. Commissioner Amos **SECONDED**.

ROLL CALL VOTE

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

The motion carried 4-0.

ORDINANCE 1478-1211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 58.4 ACRES LOCATED WEST OF 127TH AVENUE AND NORTH OF VAN BUREN STREET, AS SHOWN IN FILENAME PL-11-0152, REZONING SUCH PROPERTY FROM AVONDALE COMMERCE CENTER IV PLANNED AREA DEVELOPMENT AND AGUA FRIA RIVERFRONT PLANNED AREA DEVELOPMENT TO COLDWATER DEPOT PLANNED AREA DEVELOPMENT.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, November 17, 2011, on the amendment to the Zoning Atlas, after which the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the amendment to the Zoning Atlas on December 5, 2011.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The ± 58.4 acre parcel of real property generally located west of 127th Avenue and north of Van Buren Street, as shown in filename PL-11-0152 (the "Property"), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Avondale Commerce Center IV Planned Area Development and Agua Fria Riverfront Planned Area Development to Coldwater Depot Planned Area Development subject to the following stipulations:

1. The development shall be in substantial conformance with the Coldwater Depot PAD General Development Plan and Program, date stamped November 17, 2011, except as modified by these conditions.

2. A sealed copy of a final ALTA Survey will be required at the time of Site Plan submittal.

3. The additional land necessary for the well site (in excess of the existing 50’ x 50’ site) and a separate unrestricted, continuous public utility and access easement extending from the public right-of-way to the future well site shall be dedicated by the Developer as part of the Site Plan approval process.

4. The Developer will be required to submit a Traffic Impact Analysis, Water Report, Geotechnical Report and Sewer Report as part of the Site Plan Approval process.

5. Additional requirements for improvements, traffic signals and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined after review of a full Traffic Impact Analysis by the City Engineer.

6. Dedication of right-of-way on 127th Avenue to provide a total half width of not less than 40 feet shall be made prior to issuance of any permits for any part of the project.

7. Interim improvements to Van Buren Street adjacent to the applicant’s property were completed by the City in 2008. As part of that project, the City purchased the required right-of-way from the property owner and paid all construction costs to complete the road work. As part of a previous agreement, the developer is required to reimburse to the City the cost of acquisition of the Van Buren Street right-of-way and the cost of construction of the interim improvements. The developer shall reimburse the City prior to issuance of the first building permit for an improvement on the property.

8. The Developer will work with City and the Flood Control District of Maricopa County Staff to finalize the specific design requirements of the Agua Fria trail, including but not limited to, paved trail width, location of nodes, and handrail type prior to issuance of a building permit. At this point in time merely the location of the trail at the top of the levy and landscape theme have been determined.

9. The Developer shall continue to work with City staff to finalize the specific design requirements for the fire flow, not limited to looping criteria and the required pressures for the proposed Emergency Suppression Fast Response system prior to issuance of a building permit.

10. The Developer shall continue to work with City staff to finalize the specific design requirements for sewer service, not limited to service connections and lift station design prior to issuance of a building permit.

11. Financial assurance for all work within the public right-of-way shall be paid prior to issuance of any permits for the project.

12. The Developer shall complete construction of the full length of trail adjacent to the subject property prior to issuance of a Certificate of Occupancy or Certificate of Completion for any building or portion of a building on the subject property, the design of which shall be determined through the process specified in Stipulation #8. The trail may not be phased.

13. Development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.

14. The exposed downspouts depicted in the PAD Development Plan and Program are not approved. The applicant shall work with staff to finalize an acceptable downspout design prior to Site Plan approval.

15. The minimum landscape setback adjacent to 127th Avenue shall be 13 feet.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 5, 2011.

_____
Marie Rogers Lopez, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

1630430.3

EXHIBIT A
TO
ORDINANCE NO. 1478-1211

[Legal Description and Map]

See following pages.

<u>LEGAL DESCRIPTION FOR REZONING PURPOSES</u>
58.4 GROSS ACRES
NWC 127TH AVENUE & VAN BUREN STREET

A PARCEL OF LAND LOCATED WITHIN THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER, OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, BEING A CITY OF AVONDALE BRASS CAP IN A HANDHOLE, FROM WHICH THE SOUTH QUARTER CORNER THEREOF, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH, BEARS NORTH 88°33’10” WEST, A DISTANCE OF 2638.77 FEET;

THENCE NORTH 88°33’10” WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1319.25 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2 AND THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED ;

THENCE CONTINUE, NORTH 88°33’10” WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2 A DISTANCE OF 871.33 FEET,

THENCE DEPARTING SAID LINE, NORTH 04°43’14” WEST, A DISTANCE OF 821.45 FEET;

THENCE NORTH 00°28’22” EAST, A DISTANCE OF 1797.52 FEET;

THENCE SOUTH 89°31’32” EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°28’22” EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°31’32” WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°28’22” WEST, A DISTANCE OF 32.12 FEET;

THENCE SOUTH 89°31’32” EAST, A DISTANCE OF 150.00 FEET;

THENCE NORTH 00°17’38” EAST, A DISTANCE OF 50.00 FEET;

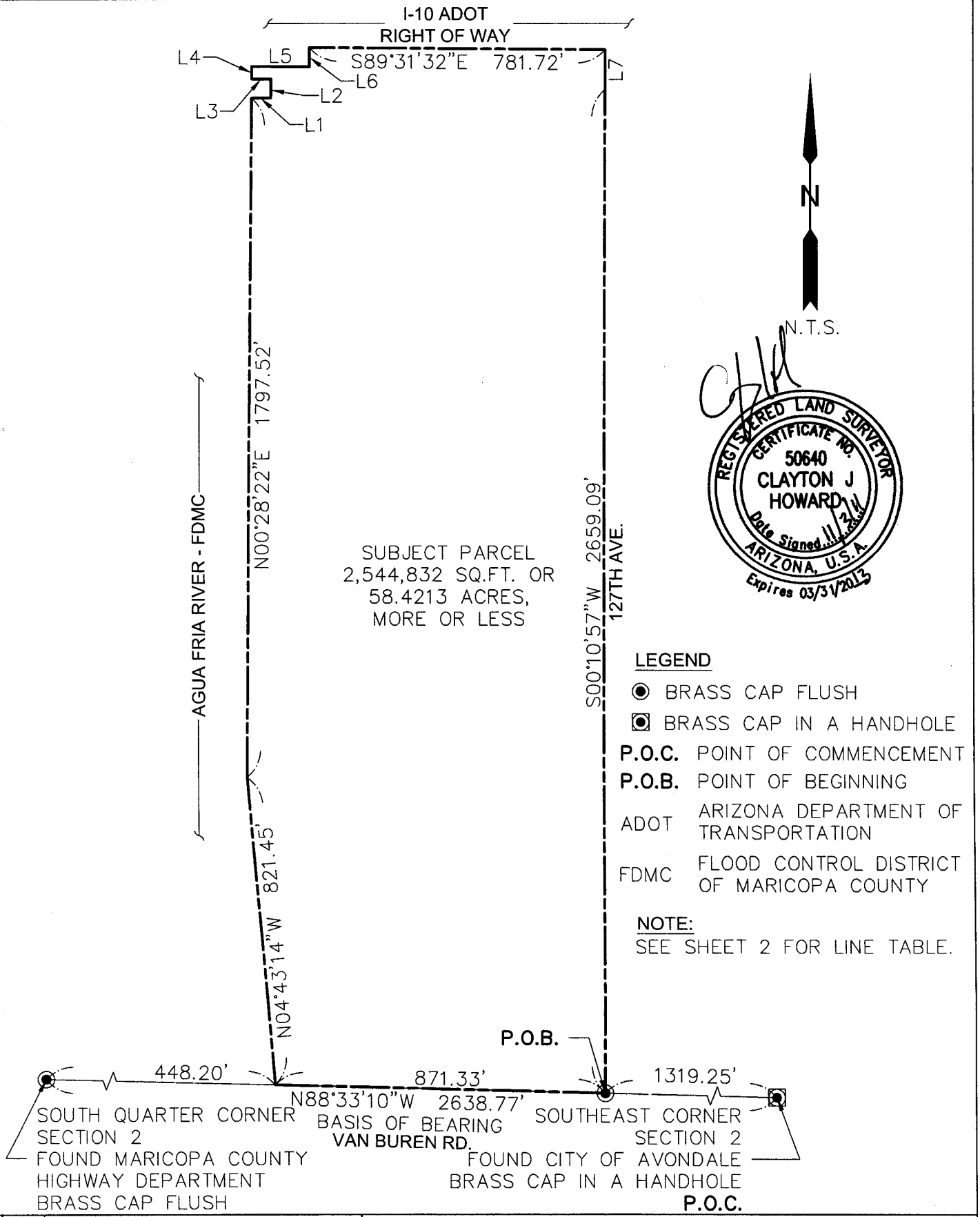
THENCE SOUTH 89°31’32” EAST, A DISTANCE OF 781.72 FEET;

THENCE SOUTH 00°10’57” WEST, A DISTANCE OF 103.46 FEET;

THENCE SOUTH 00°10’57” WEST, A DISTANCE OF 2659.09 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 2,544,832 SQUARE FEET OR 58.4213 ACRES, MORE OR LESS.

File: M:\Field_Data\00 LDD_Data\11039_127TH AND VAN BUREN\AREAS\11039 OVERALL GROSS LEGAL.dwg Plot Date: 11/01/11



LEGEND

- ◉ BRASS CAP FLUSH
- ⊡ BRASS CAP IN A HANDHOLE
- **P.O.C.** POINT OF COMMENCEMENT
- **P.O.B.** POINT OF BEGINNING
- ADOT ARIZONA DEPARTMENT OF TRANSPORTATION
- FDMC FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

NOTE:
SEE SHEET 2 FOR LINE TABLE.

SHEET 1 OF 2	DATE: 11/01/011	EXHIBIT MAP FOR REZONING PURPOSES NW CORNER VAN BUREN & 127TH AVE.	
		BY: BLH	CHK: CJH	QC:
		BCG PROJECT NO: 00000 CLIENT REF NO:	TASK:

Bowman CONSULTING

3010 S Priest Dr, #101
Tempe, Az 85282
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

Line Table		
Line #	Length	Direction
L1	50.00	S 89°31'32" E
L2	50.00	N 00°28'22" E
L3	50.00	N 89°31'32" W
L4	32.12	N 00°28'22" E
L5	150.00	S 89°31'32" E
L6	50.00	N 00°17'38" E
L7	103.46	S 00°10'57" W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50640
CLAYTON J
HOWARD
Date Signed 11/3/11
ARIZONA, U.S.A.
Expires 03/31/2013

SHEET 2 OF 2

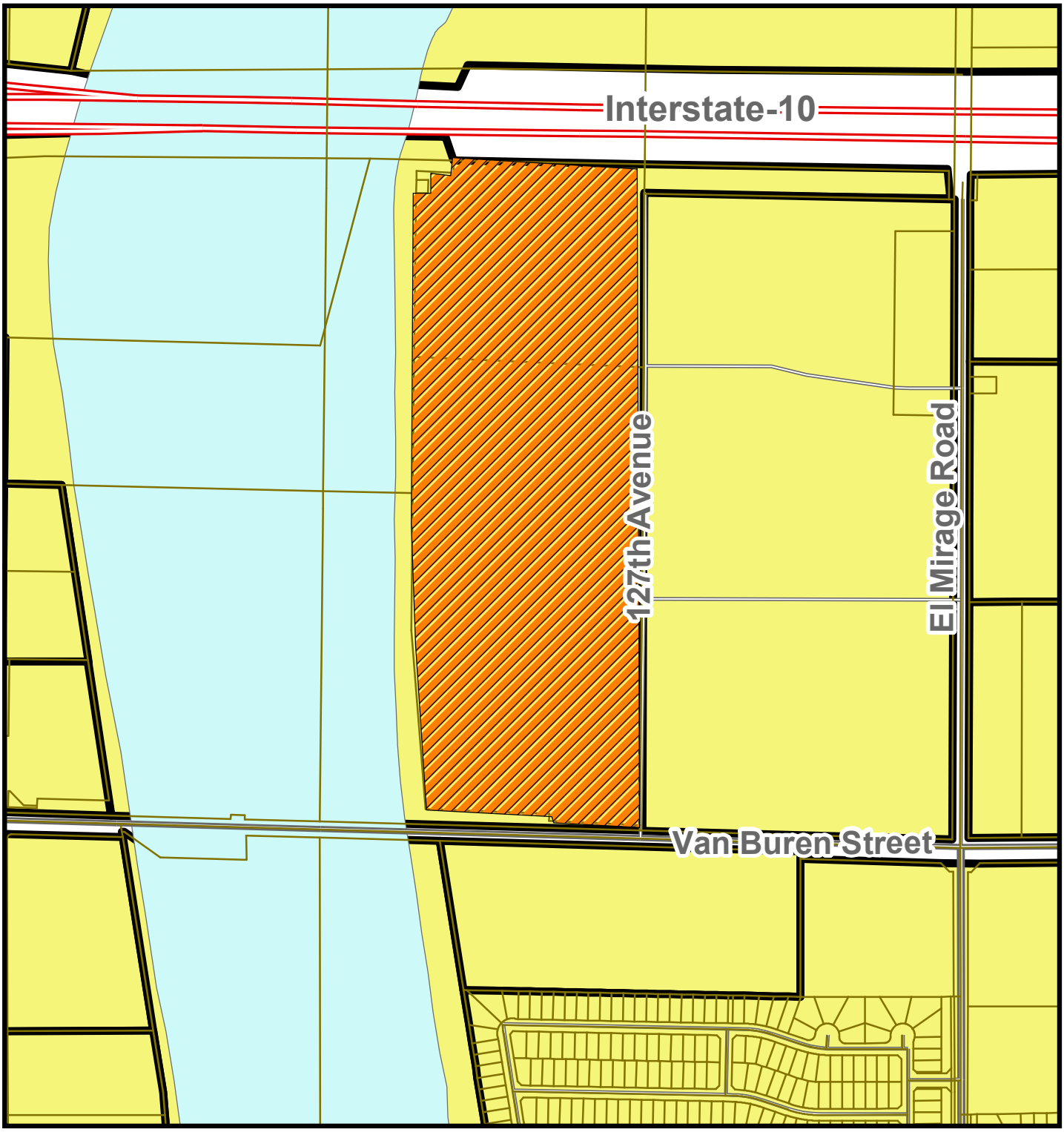
DATE: 11/01/011

EXHIBIT MAP FOR REZONING PURPOSES
NW CORNER VAN BUREN & 127TH AVE.

BY: BLH | CHK: CJH | QC:

BCG PROJECT NO: 00000 TASK:
CLIENT REF NO:

Bowman CONSULTING
3010 S Priest Dr, #101
Tempe, Az 85282
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com



Application PL-11-0152

Avondale

Subject Property

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing – Resolution 3020-1211 and Ordinance 1480-1211 – Comprehensive Zoning Ordinance Text Amendment (PL-11-0096)

MEETING DATE:
December 5, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Approval of a Comprehensive Text Amendment to the Avondale Zoning Ordinance

LOCATION: Citywide

APPLICANT: City of Avondale

BACKGROUND:

Beginning in 2007, the Planning Division undertook the substantial task of analyzing the Zoning Ordinance and proposing text amendments that would create a more usable Ordinance reflective of the current desires of the City's residents, business owners, and property owners. On April 7, 2008, the City Council adopted the first of these text amendments, to Section 3, Commercial Districts. On April 18, 2011, the City Council adopted an Ordinance amending Section 1, Administration and Procedures, the last in the series of text amendments. In total, between April 2008 and April 2011, fourteen Zoning Ordinance Text Amendments were adopted by the City Council, revising nearly all Zoning Ordinance sections or creating new sections.

Since the amendments have taken effect, staff has received an overwhelmingly positive response to the changes. Repeat customers have noted that information is much easier to find and answers are far easier to obtain than previously. New customers have had fewer questions and required less guidance when using the Ordinance. Internally, the Planning Division staff and staff from other City Departments have found the amended Ordinance to be a much more effective tool for expressing the City's expectations in regards to development. Because the City's processes, procedures, and regulations are no longer confusing the unified message that is being delivered by all staff involved in the development process has served to enhance Avondale's image in the development community, a sentiment shared by developers and real estate professionals.

When cities undertake an extensive code re-write such as this one, it is very common to discover errors and omissions in the months that follow. In the approximately 7 months since the last amendment was adopted, the Planning Division staff has found some instances where provisions of the new Zoning Ordinance are not working as originally anticipated or provisions did not address all facets of a use/standard. The goal of this Comprehensive Zoning Ordinance update is to make revisions where necessary to ensure that the Ordinance is working optimally. The proposed revisions are detailed in the following section of this report.

Staff will continue to monitor the Zoning Ordinance and propose amendments to further City goals and objectives when necessary.

SUMMARY OF REQUEST:

1.This staff report addresses the most substantial revisions which have a substantive effect on land use in Avondale. The report does not address non-substantive changes such as grammatical edits or edits to sequencing or referencing. Please review Exhibit A for a complete record of all proposed changes. All proposed changes are highlighted in yellow; new text is underlined and deleted text is struck through.

2.Under the current Ordinance, any single-family home without a two-car garage cannot be expanded. An addition to Section 101.G.1.c.(2) is proposed to allow non-conforming single-family dwellings to be expanded even if they do not have a two-car garage. Under the proposal, additions will be required to meet setback requirements and other development standards (Exhibit A, Page 4). Likewise, the provision in Section 8 (Parking) which prohibited the expansion of homes without two-car garages has been deleted (Exhibit A, Page 170).

3.Zoning Ordinance violations are primarily enforced by the City's Code Enforcement Division. Currently, the enforcement process contained in Section 102 is problematic and presents challenges. Changes are proposed to Section 102 in order to streamline the enforcement process and allow the Code Enforcement Division to timely and effectively pursue enforcement remedies when Zoning Ordinance violations exist (Exhibit A, Pages 5-11).

4.The definitions of “Bar” (Exhibit A, Page 12) and “Nightclub” (Exhibit A, Page 25) have been revised to adequately distinguish between the two uses, based on whether or not the business features live entertainment and/or dancing. Per the proposed definitions, bars do not incorporate live entertainment/dancing while nightclubs do include a live entertainment element. This distinction is necessary because nightclubs require approval of a Conditional Use Permit (CUP) in the C-2 (Community Commercial) Zoning District while, under the terms of this proposal, bars and wine bars will be allowed without a CUP subject to meeting conditions established in Section 3 (Exhibit A, Page 80).

5.The definition of “Cigar Bar or Tobacco Lounge” has been revised to remove the prohibition on the consumption of tobacco products outside the establishment (Exhibit A, Page 14). Arizona statute includes rules for outdoor tobacco consumption.

6.The definition of “Commercial Vehicle” has been revised (Exhibit A, Page 15) to remove reference to chassis rating, a term which has become outdated and is no longer used by vehicle manufacturers. The proposed new definition simply declares any vehicle used in furtherance of a commercial enterprise a commercial vehicle. Additionally, Section 802.D, which regulates the parking of commercial vehicles in residential zoning districts, has been revised (Exhibit A, Page 164) to replace references to chassis rating with references to gross vehicle weight rating (GVWR) and limits residential lots to one commercial vehicle weighing under 10,000 pounds. The AG (Agricultural) District is exempt from these regulations due to the necessity of large farming-related vehicles for the proper functioning of many agricultural uses.

7.Grass-roots, small-scale community-based farming is becoming more prominent in urban and suburban areas. The proposal creates a definition for “Community Garden” (Exhibit A, Page 15) and allows the use of up to one acre of land for a community garden in all residential zoning districts and also the R-O (Residential Office), C-1 (Neighborhood Commercial), and C-2 (Community Commercial) Districts. Community Gardens are already allowed in the OTAB (Old Town Avondale Business District). Additionally, the proposal creates a definition for “Urban Agricultural” which may potentially be used if a new mixed use Zoning District is created in the future as anticipated (Exhibit A, Page 41).

8.To the development community, distribution and warehousing are synonymous terms for land uses that involve the storage and movement of goods, usually by semi-trailer trucks. The current Ordinance lists warehousing and distribution as separate uses, however. Warehousing is permitted

in the CP (Commerce Park) and A-1 (General Industrial) Districts while distribution is permitted in the A-1 District only, through approval of a Conditional Use Permit. The proposed amendment brings the Zoning Ordinance into line with the conventional thinking of the development community by eliminating the definition for “Distribution” (Exhibit A, Page, 16), deleting “Distribution” from the Employment Districts Land Use Matrix (Exhibit A, Page 109). The proposal also changes “Warehousing” from a permitted use to an accessory use in the CP District (Exhibit A, Page 110), in line with the City's vision for modern, campus style commerce parks without large amounts of truck traffic, etc.

9.Health and exercise centers, which are allowed in several commercial and employment districts, are currently undefined. The proposal adds a definition for “Health and Exercise Center” (Exhibit A, Page 19) which differentiates these facilities from stadiums and other large venues designed for spectator sports. The wording of the use has also been standardized throughout the Ordinance; previously, these uses were called “Health and Athletic Clubs” in the Employment Districts.

10. The definition of household pets was expanded to specifically include pot-bellied pigs as a specific example of a permitted household pet, along with cats and dogs (Exhibit A, Page 20). The City has already allowed these animals as pets but the Ordinance was not specific to this point. This revision is recommended in response to nationwide legal challenges to the ordinances of several cities that have attempted to ban these animals on residential properties.

11. The existing definition for “Hospital” is not sufficiently broad to include facilities which solely provide therapy and training to persons overcoming illnesses. To cover this gap, the proposal introduces a definition for “Rehabilitation Facility or Hospital” (Exhibit A, Page28) and permits this land use in the C-2 (Community Commercial) and C-3 (Freeway Commercial) Zoning Districts (Exhibit A, Page 81). The Land Use Matrix clearly distinguishes between these facilities and Substance Abuse Treatment and Detoxification Centers, which are only permitted in the C-O (Commercial Office) District with approval of a Conditional Use Permit.

12. The current Ordinance specifies the procedures for the posting of public notice signs for public hearings but does not detail removal procedures. The proposal assigns responsibility to a project applicant to remove public hearing signs within one week after final disposition of the case (Exhibit A, Page 58).

13. There has been some confusion from the community as to whether residential properties could be used for business purposes if the home in which the business was occurring wasn't being lived in by the business owner. To remedy this confusion, the proposal clarifies that “Home Occupations” are permitted only as an accessory to a residential use. Similarly, the proposal clarifies that home child care is only permitted as an accessory to a residential use (Exhibit A, Pages 61-63).

14. Accessory buildings are allowed in all residential zoning districts as long as the activities occurring within those buildings are permitted in the district in which they are located and they meet the site/design requirements specified in Section 703 (Detached Accessory Buildings). Accessory buildings have been removed from the residential land use matrices (Exhibit A, Pages 61-63) to reduce confusion; they are still allowed if they meet requirements as stated above.

15. Child care in conjunction with a Place of Worship is permitted in all residential zoning districts with approval of a Conditional Use Permit. This proposal expands the use to also allow child care in conjunction with a school as a Conditional Use (Exhibit A, Pages 61-63).

16. The current Ordinance requires a minimum separation between group homes of a quarter-mile (1,320 feet). At the suggestion of the City Attorney, the proposed amendment lowers the minimum separation between group homes to 1,200 feet to match the separation requirement prescribed by the State of Arizona (Exhibit A, Page 65).

17. Prior to issuance of a building permit for a guest house, the current Ordinance requires approval of a formal site plan application as outlined in Section 107. This process is costly and more thorough than needed for a minor residential addition and places an unnecessary burden on home owners considering adding a guest house to their property. The proposed amendment replaces the prerequisite for Site Plan approval with a much faster review and recording process that can be processed concurrently with construction plan review (Exhibit A, Page 66).

18. The R-4 (Multiple Family Residential) Zoning District is the City's highest density residential zone. It is intended to be located near high activity commercial areas and provide for high intensity townhomes, condos, apartments, and lofts. The proposed amendment revises several development standards for the R-4 District intended to make the district capable of accommodating more density, in line with the City's desires to be a more walkable, pedestrian oriented, sustainable community with appropriate density in high-activity corridors. To this effect, the proposal includes the following changes to R-4 development standards (Exhibit A, Pages 71-72) :

- Increasing the maximum building height from 30' to 45' and allowing for additional height beyond 45' if a property with R-4 Zoning is located in a Specific Plan Area which allows for additional height on a property. For example, if a property in the Freeway Corridor Specific Plan (FCSP) area is allowed 8 stories by the FCSP height map, the 45' would be overridden by the allowance listed in the FCSP.

- Increasing the maximum building coverage from 45 percent to 50 percent.

- Reducing front and street side setbacks from 25' to 8' if the project proposes walk-ups directly accessible from the public sidewalk. For suburban style projects that are more inward-oriented and walled-in, the 25' setback would still be required.

The R-2 and R-3 Multiple Family Districts will remain unchanged and be available for use where the intensity of the revised R-4 District isn't appropriate.

19. Parking requirements were consolidated in Section 8 (Parking) when that section was amended in September 2010. The proposed amendment deletes Section 206.A.4, requirements for residential garages and parking, which was made redundant upon adoption of the new Ordinance (Exhibit A, Page 72).

20. Minimum standards for solar water heating and air conditioning units have been moved from Section 206.A.7 (Exhibit A, Page 73) to Section 702.M (Supplementary Regulations, General Requirements) to be located in the same section as other mechanical related provisions (Exhibit A, Page 150).

21. Major revisions to the Old Town Avondale Business (OTAB) District were adopted by the City Council on October 15, 2010. That amendment added a new, detailed purpose statement to Section 307.A and made the original purpose statement obsolete. This proposal deletes the original purpose statement which was superseded by Section 307.A in late 2010 (Exhibit A, Page 79).

22. The purpose of the C-3 (Freeway Commercial) District is to promote freeway-oriented services and products with a community-wide to regional trade area. Development in this district often takes the form of large commercial centers that are planned, developed, and managed as integrated complexes. The proposed amendment adds several smaller scale personal service/retail type uses to the permitted use matrix for the C-3 District in order to allow landlords to fill smaller tenant spaces in centers anchored by larger, big-box tenants. The following uses were added to the C-3 District: antique stores, barber shops, beauty salons, clothing alteration, consignment shops, massage/day spas, nail salons, pet boarding/day care facilities, sidewalk cafes, and tanning salons (Exhibit A, Pages 79-82).

23. The current Ordinance allows for hospitals in the C-3 (Freeway Commercial) District only. The proposed amendment adds hospitals as a permitted use in the C-2 (Community Commercial) District, which is intended to accommodate development which serves a community-wide trade area (Exhibit A, Page 80).

24. Residential units located on the upper floors of retail or office buildings can often be an effective way of increasing the vibrancy of areas which are occupied only during business hours or on weekdays. The introduction of residents into a predominantly commercial area can increase security in that area when businesses are closed and may result in new, resident-serving businesses locating to take advantage of the local population. The current Ordinance allows upper-floor residential (e.g. Residential, upper floor) in the R-O (Residential Office) District as well as in the C-O (Commercial Office) District with Conditional Use Permit approval. The proposed amendment expands the districts in which upper floor residential may be located upon obtaining Conditional Use Permit approval to include the C-2 and C-3 Districts (Exhibit A, Page 81).

25. When commercial property abuts residentially zoned or used properties, additional, more stringent building and parking setbacks typically apply. The exception to this rule is when the residential property is a Manufactured Home Park, the more stringent building setback is not required. The proposed amendment expands this exception to exempt commercial parcels adjacent to Manufactured Home Parks from the minimum parking setback in addition to the building setback (Exhibit A, Page 91).

26. As previously mentioned, the OTAB District was substantially amended in October 2010. Since the date of that adoption, City leaders have stressed sustainability as a priority that can be emphasized through the Zoning Ordinance, especially in walkable areas like Old Town. As part of this proposed amendment, the purpose statement for OTAB has been amended to include references to promoting a healthy community and creating old-fashioned neighborhoods where a variety of housing types co-exist alongside compatible commercial businesses.

27. Only properties depicted on the map on the OTAB expansion map may be rezoned to the OTAB District. This amendment proposes to expand the eligible boundaries to include additional property located on the west side of Central Avenue north of Western Avenue, and on the east side of Dysart Road north of Western Avenue (Exhibit A, Page 92).

28. The OTAB District currently allows new multi-family residential development in the Neighborhood Sub-District subject to the development standards of the R-3 (Multiple Family Residential Zoning District) with approval of a Conditional Use Permit. The proposed amendment would allow for additional flexibility in multi-family construction in the Neighborhood Sub-District (e.g. properties not abutting Western Avenue, Central Avenue, or Dysart Road) by allowing the Zoning Administrator to determine if the development would be required to adhere to the R-3 or more intense R-4 District (Exhibit A, Page 103).

29. The provision of outdoor pedestrian furniture, such as benches, tables, and chairs, is vital to the vibrancy of a traditional downtown setting. The proposed amendment clarifies a provision that has been misinterpreted in the past as prohibiting outdoor furniture (Exhibit A, Pages 104-105). The clarification states that any business in OTAB may have outdoor seating so long as it is located on private property; however, service to these seating areas may only be provided as part of a use listed as having a permitted outdoor component, for example, a restaurant with outdoor dining.

30. The A-1 (General Industrial) District is the City's most intensive industrial zoning district. Unlike the CP (Commerce Park) Zoning District, several uses allowed in the A-1 District require an outdoor storage area to function appropriately. Despite that, the current Ordinance requires a Conditional Use Permit (CUP) for outdoor storage in the A-1 District. The proposed amendment eliminates the CUP requirement for outdoor storage in A-1 (Exhibit A, Page 111) and replaces that process with a list of conditions that any use with outdoor storage will be required to adhere to (Exhibit A, Page

111). That list, which includes requirements for storage area location, screen wall/gate design, and the height of stored materials, will ensure that negative visual impacts from outdoor storage areas are minimized. Additionally, the proposal increases the street setbacks for the A-1 district from 15' to 30' in order to provide additional screening options and opportunities for uses which are more likely to require enhanced landscaping and screening treatments (Exhibit A, Page 112).

31. Landscaping requirements were revised and relocated to Section 12 (Landscaping, Fences, and Walls) in June 2009. However, previous landscaping requirements which conflicted with the newer requirements were inadvertently retained in Section 4 (Employment Districts) when the new Section 12 was adopted. The proposed amendment deletes Section 405.A (Exhibit A, Page 111) to remove the conflict with Section 12.

32. As part of the amendment to Section 7 (Supplementary Districts) approved in May 2010, a new provision was introduced which required a minimum of 10' clearance between residences and accessory buildings, such as garages. The purpose of the provision was to minimize any fire hazard that accessory structures could pose to a residence. However, since adoption of this provision, Building Safety Division staff have recommended removal of the provision because it conflicts with building codes adopted by the City which are designed to minimize risk. As such, the proposed amendment deletes this provision (Exhibit A, Page 151).

33. The proposed amendment adds a provision allowing covered parking canopies to encroach into required side and/or rear building setbacks unless a land use buffer between residential and non-residential uses is required (Exhibit A, Page 151). This new provision will encourage developers to provide covered parking in areas that can currently solely accommodate uncovered parking.

34. Seasonal sales permits allow for the temporary sales of seasonal merchandise, such as Christmas trees, fireworks, etc. Current regulations restrict the number of seasonal sales permits an applicant can receive to one per calendar year and can be valid for no longer than two months. Because certain products, such as fireworks, are associated with more than one season or holiday, however, the proposed amendment revises the procedures to allow multiple permits to be issued to an applicant so long as the activities do not exceed 60 days (consecutive or non-consecutive) in a calendar year (Exhibit A, Page 152). The revised provision also specifies that a separate permit is required for all seasonal sales events that are non-consecutive.

35. Decorative paving materials, such as pavers or Bomanite, and alternative pavements, such as porous asphalt, currently require approval of the City Engineer. The proposed amendment allows for the use of those surface materials on private property without the City Engineer's approval (Exhibit A, Page 165).

36. Parking Studies allow applicants to provide more or less parking than Zoning Ordinance maximums/minimums for any particular use if it is determined to be statistically warranted. Applicants must demonstrate that a particular user generates the need for more parking than what is typically provided for that land use type. The proposed amendment clarifies that the accepted industry standard for parking spaces is to be determined through a study of existing, comparable land uses in the region (Exhibit A, Page 173). For example, if a gas station proposes additional parking beyond what is allowed by the City, the applicant would need to produce a study of existing gas stations in the area, how many parking spaces they provide, and why, if they desire more parking, their facility is different what exists in the region.

37. The maximum area for drive-thru menu board signs is currently 32 square feet. The industry standard for this type of sign has evolved to 48 square foot signs and, as a result, drive-thru restaurants must have custom made menu boards rather than using corporate prototypes. The proposed amendment increases the maximum area to 48 square feet (Exhibit A, Page 199).

38. Variable message signs, which allow for a message to be changed (either electronically or

manually), are permitted for schools, churches, and fraternal organizations. The proposed amendment standardizes the regulations for these types of signs and allows up to 50 percent of a freestanding sign may be devoted to the variable message portion (Exhibit A, Pages 200-201). The proposal also introduces language to require removal of variable message signs within 90 days when an authorized user vacates a property unless a subsequent user is also authorized. For example, if a fraternal hall is vacated and replaced by a retail store, the retail tenant is not authorized to have a variable message sign and the sign would need to be removed within 90 days.
39. When the revised Sign Ordinance was adopted in November 2009, temporary signs advertising the grand openings of residential developments and temporary signs advertising promotions (e.g. rent specials) for residential developments were allowed to remain up for a period of 45 days. The provisions included a sunset clause which reverted the time period to a maximum of 30 days beginning in December 2010. Because the recovery of the residential market has not occurred as quickly as hoped for, the proposal extends the sunset clause for this provision through December 2014 (Exhibit A, Page 205).

40. The Ordinance currently requires a 20' landscape setback adjacent to public streets for all new commercial, multi-family, and employment development. The proposed amendment requires the minimum depth of landscape setbacks to be equal to the required street side setback (or in the instance of Commercial Districts, required parking setback) for the Zoning District in which the property is located (Exhibit A, Page 244). For development in many Districts this setback will remain 20'. For the R-O District, the landscape setback will decrease to 10'. For the CP District, the landscape setback will increase to 25'. For the C-1, C-2, C-3, and A-1 Districts, the landscape setback will increase to 30'. Landscape setback requirements are not applicable to development in the OTAB and Cashion Business Districts.

41. In order to prevent the construction of visually uninteresting walls, the City's Landscape, Walls, and Fences Ordinance requires walls to incorporate pillars to create a visual break at specified intervals. While the concept remains a good one, staff feels the specific spacing requirements are too frequent and the proposed amendment increases the minimum spacing between pillars (Exhibit A, Page 250).

42. The use of chain link fencing is restricted to single-family residential lots, recreational facilities, such as tennis and basketball courts, and temporary applications for securing construction sites or seasonal sales locations. The proposed amendment adds a provision specifying that chain link fencing cannot be galvanized and must instead be vinyl coated, except for the temporary applications mentioned above (Exhibit A, Page 251).

43. Currently all new walls constructed must meet the enhanced design criteria adopted by the City Council in June 2009. For projects built before 2009, any extension to existing walls would need to meet the new specifications under the terms of the existing Ordinance. This can lead to a situation where the new walls have a different design and utilize different materials than the existing walls on site, creating the appearance of a poorly planned, disorganized development. The proposed amendment adds a provision allowing the Zoning Administrator to approve wall extensions consistent with the design of the existing walls on a site (Exhibit A, Page 251).

44. Changes to the formatting and exact wording of Exhibit A may be proposed by the City Attorney. Any changes requested by the City Attorney will be non-substantive in nature and will not affect the intent of the amendments.

PARTICIPATION:

A Neighborhood Meeting to discuss the proposed Zoning Ordinance text amendments was held at City Hall on October 19, 2011 at 6:00 p.m. The meeting was advertised in the October 4, 2011 edition of the West Valley View. No persons attended the meeting to discuss the proposed text amendment. Additionally, a draft of the proposed Ordinance was distributed via email on October 17, 2011, to all persons on the Zoning Ordinance Distribution List, which includes residents, developers,

and other interested parties. Comments were received from one Avondale resident and minor revisions to the proposal were incorporated at her suggestion.

A notice of the November 17, 2011 Planning Commission hearing was published in the West Valley View on November 1, 2011. No comments were received and no interested parties spoke on the item at the Planning Commission meeting.

A notice of the December 5, 2011 City Council meeting was published in the West Valley View on November 15, 2011. No additional comments have been received prior to the publication of this report.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on November 17, 2011, and voted 4-0 to recommend approval of the request as recommended by staff (Exhibit B). The Commission expressed satisfaction with the results after several years of working on updating the City's Zoning Ordinance.

ANALYSIS:

This proposal addresses a number of issues that staff has identified in the months following the City's section-by-section Zoning Ordinance update. The goal of this Comprehensive Zoning Ordinance update is to make revisions where necessary to ensure that the Ordinance is working optimally to further the goals and objectives of the City, its residents, and elected officials. The proposed amendment achieves this goal and corrects all issues that have been identified.

A Zoning Ordinance is a living document which requires continuous review and updating to function appropriately and achieve the goals of the community and its leaders. Staff will continue to monitor the Zoning Ordinance and propose amendments to further City goals and objectives into the future.

Conclusion:

The proposed amendment constitutes an improvement to the Avondale Zoning Ordinance.

FINDINGS:

1. The proposed amendment meets the intent of the General Plan.
2. The proposed amendment constitutes an overall improvement to the Zoning Ordinance.

RECOMMENDATION:

The City Council should **APPROVE** Application PL-11-0096, a City initiative to comprehensively amend the Avondale Zoning Ordinance.

PROPOSED MOTION:

1. I move that the City Council adopt Resolution 3020-1211 declaring as a public record the document entitled "City of Avondale Zoning Ordinance, Amended and Restated December 5, 2011."
2. I move that the City Council adopt Ordinance 1480-1211 adopting by reference the document entitled "City of Avondale Zoning Ordinance, Amended and Restated December 5, 2011."

ATTACHMENTS:

Click to download

- Exhibit B - Excerpt of Planning Commission Meeting Minutes from November 17, 2011
- Resolution 3020-1211
- Ordinance 1480-1211
- Zoning Ordinance

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Excerpt of the Minutes of the regular Planning Commission meeting held November 17, 2011 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Michael Long, Chairman
Angela Cotera, Vice Chair
Lisa Amos, Commissioner
David Iwanski, Commissioner

COMMISSIONERS EXCUSED
Grace Carrillo, Commissioner
David Scanlon, Commissioner
Sean Scibienski, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II
Paul Lopez, Engineering Project Manager
Linda Herring, Development Services Representative

APPLICATION NO. PL-11-0096

APPLICANT: City of Avondale

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application PL-11-0096, a City initiated request for a comprehensive Zoning Ordinance Text Amendment. Staff Contact: Ken Galica

Ken Galica, Planner II, Development Services Department, stated that over the last four years, the Zoning Ordinance was rewritten through a series of 14 text amendments. The development community has expressed overwhelming support for the revisions, as has internal staff. Today's amendment involves correcting errors and omissions discovered since adoption. The Zoning Ordinance will continue to evolve over time, and as further corrections are required, staff will continue to bring them forward.

Mr. Galica highlighted the broad categories that have been affected by the proposed amendment:

- Revised provisions for non-conforming single family home expansions to make it easier for older homes to build additions such as a patio.
- Streamlined code enforcement procedures at the request of the Code Enforcement Manager.
- Created, revised, and deleted some land use definitions.
- Revised land use matrices for Residential, Commercial, and Employment Districts.
- Introduced sign removal procedures for public hearings.
- Clarification of accessory uses, namely for home businesses.
- Revised minimum group home separation from 1,320 foot separation, to 1,200 feet, in order to be in line with state requirements.

- Revisions to the guest house permitting procedures for those districts that allow them.
- Revisions to R-4 District Development Standards to allow for additional height and lot coverage.
- Revisions to Old Town Avondale Business (OTAB) District purpose, referencing Healthy Communities.
- Expansion of the OTAB eligible property map.
- Revisions to setbacks adjacent to mobile home parks.
- Revision to A-1 District Development Standards, increasing landscape setbacks to soften their appearance.
- Deleted clearance requirements for accessory buildings.
- Allowance for parking canopies to be located in setbacks.
- Revision to seasonal sales procedures, to allow an applicant to obtain more than one permit per year.
- Revision to parking study procedures.
- A revision to the drive-thru menu board sign area maximum to match industry standards.
- Revisions and standardization of variable message board requirements for churches, schools and fraternal organizations.
- An extension of a sunset clause for residential and promotional signs.
- A revision of landscape setback requirements for commercial, employment, and multi-family developments to match the required setbacks.
- Revisions of wall and fence design requirements, including reductions to the frequency of column spacing.
- Deletion of repetitive/contradictory provisions.

Mr. Galica said that the proposed text amendment meets the intent of the General Plan and constitutes an overall improvement to the Zoning Ordinance, and that staff recommends approval of the application.

Vice Chair Cotera requested clarification on the definitions for community gardens and urban agriculture. Mr. Galica explained that the definition of urban agriculture was added to the definitions section, but not to the permitted use matrices for any district. Urban agriculture will be included in the use matrix at a later date with a future text amendment.. The definition for community gardens does not mention one acre, but the various land use matrices refers to community gardens of one acre or less, which is where enforceability comes from.

Vice Chair Cotera inquired whether community garden lands of one acre or less are designed to be used by more than one person. Mr. Galica responded that the proposed definition of a community garden is, "A private or public facility for cultivation of fruits, flowers, vegetables, or ornamental plants and utilized by more than one person or a family."

Vice Chair Cotera questioned whether the language on home businesses was designed to prevent someone from buying a house simply to run an office out of it. Mr. Galica confirmed that that was always the intent, but the language was changed to clarify it. Old Town Avondale Business (OTAB) district is the only zoning district that would accommodate a house being turned into a business.

Vice Chair Cotera inquired whether someone with a driveway that extends to the property line could put up a canopy that extends that far. Mr. Galica responded that the language is intended

for commercial and multi-family residential uses, not single-family developments. They could always have parking in those locations, but they previously could not have a cover. In no case can a canopy be placed in the front setback.

Vice Chair Cotera asked whether not allowing the larger standard of drive-thru menu board signage would truly be a burden to businesses. Mr. Galica said most corporate fast food franchises have standard signs that are stored in a central warehouse until they are needed for a location. In order to use smaller signs, they have to be custom made, which is expensive and time consuming.

Commissioner Iwanski commended staff for the changes, which he said enhance the development process, provide clarification, and respond to the current economic conditions, as well as the issues and concerns of the development community.

Chair Long opened the public hearing. As no members of the public wished to speak, he closed the public hearing.

Vice Chair Cotera **MOVED** that the Planning Commission accept the findings and recommend approval of application PL-11-0096, a request for a comprehensive amendment to the Avondale Zoning Ordinance. Commissioner Iwanski **SECONDED**.

ROLL CALL VOTE

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

The motion carried 4-0.

RESOLUTION NO. 3020-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE ZONING ORDINANCE, AMENDED AND RESTATED DECEMBER 5, 2011."

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

SECTION 1. That certain document entitled the "City of Avondale Zoning Ordinance, Amended and Restated December 5, 2011," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

ORDINANCE NO. 1480-1211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE "CITY OF AVONDALE ZONING ORDINANCE, AMENDED AND RESTATED DECEMBER 5, 2011."

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the "Commission") and the Council of the City of Avondale (the "City Council") were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on November 17, 2011, after which the Commission recommended to the City Council that the actions contemplated by this Ordinance be approved; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on December 5, 2011.

NOW, **THEREFORE, BE IT ORDAINED** BY THE CITY COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The document known as the City of Avondale Zoning Ordinance, Amended and Restated December 5, 2011 (the "Amended Zoning Ordinance"), three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 3020-1211 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 3. The City of Avondale Zoning Ordinance (the "Zoning Ordinance") is hereby deleted in its entirety and replaced by the Amended Zoning Ordinance.

SECTION 4. Any person who fails to comply with any provision of the Amended Zoning Ordinance shall be subject to civil and criminal penalties as set forth in Section 102 of the Amended Zoning Ordinance. Civil penalties shall not exceed $1,000.00. Criminal penalties shall constitute a class one misdemeanor, punishable by a fine not to exceed $2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Amended Zoning Ordinance adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 5, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY OF AVONDALE
ZONING ORDINANCE,
AMENDED AND RESTATED
DECEMBER 5, 2011

CITY OF AVONDALE
ZONING ORDINANCE

Table of Contents

Section 1 Administration and Procedures

Section 101 Title, Authority, Jurisdiction, and Purpose 1
Section 102 Enforcement 5
Section 103 Definitions 10
Section 104 Reserved 41
Section 105 Development Review Procedures 41
Section 106 Administrative Actions 43
Section 107 Design Review 44
Section 108 Administrative Relief 47
Section 109 Conditional Use Permit 48
Section 110 Zoning Ordinance Text Amendment 50
Section 111 Zoning Ordinance Map Amendments (Rezoning) 51
Section 112 Variance and Appeals 53
Section 113 Neighborhood Meeting 55
Section 114 Public Notification 56
Section 115 Application and Fees 58

Section 2 Residential Districts

Section 201 Purpose 59
Section 202 Land Use Matrices 60
Section 203 Uses Permitted with Conditions 62
Section 204 Uses Permitted with a Conditional Use Permit 65
Section 205 Development Standards 68
Section 206 Design Standards 69
Section 207 Manufactured Home Park (MH) District 72

Section 3 Commercial Districts

Section 301 Purpose and Intent 75
Section 302 Commercial District Statements of Purpose 75
Section 303 Land Use Matrix 77
Section 304 Uses Permitted with Conditions 80
Section 305 Conditional Use Development Standards 85
Section 306 Commercial Development Standards 87
Section 307 Old Town Avondale Business District (OTAB) 89
Section 308 Cashion Business District (CBD) 104

Section 4 Employment Districts

Section 401 Purpose and Intent 107
Section 402 Land Use Matrix 107
Section 403 Uses Permitted with Conditions 109
Section 404 Uses Permitted with a Conditional Use Permit 110
Section 405 Development Standards 110
Section 406 Design Standards 111

Section 5 Special Districts

Section 501 City Center District 112
Section 502 Major Sports and Entertainment District 121
Section 503 Special Use Overlay District 134

Section 6 Planned Area Development District

Section 601 Purpose 138
Section 602 General Provisions 138
Section 603 Establishment of a PAD District 139
Section 604 PAD Narrative and Development Plan 142

Section 7 Supplementary Regulations

Section 701 Purpose and Applicability 147
Section 702 General Requirements 147
Section 703 Detached Accessory Buildings 149
Section 704 Exceptions to Height Limitations 150
Section 705 Seasonal Sales and Special Events 150
Section 706 Swimming Pools 152
Section 707 Outdoor Lighting 153
Section 708 Towers and Antennae 156
Section 709 Design Requirements for Non-Residential Districts 159

Section 8 Parking

Section 801 Purpose and Applicability 162
Section 802 General Parking Requirements for All Properties 162
Section 803 Parking Area Design and On-Site Circulation 163
Section 804 Required Parking 164
Section 805 Parking and Access Standards 169
Section 806 Accessible Parking 169
Section 807 Parking Provisions for Special Districts 170
Section 808 Parking Demand Studies 172

Section 9 Signs

Section 901 Purpose 175
Section 902 Requirement of Conformity....175
Section 903 Interpretation of Avondale Sign Regulations 175
Section 904 Comprehensive Sign Plans 175
Section 905 General Requirements 178
Section 906 Calculation of Sign Area 180
Section 907 Permanent Sign Design, Illumination, and Construction 181
Section 908 Temporary Sign Design, Illumination, and Construction 183
Section 909 Nonconforming Signs....183
Section 910 Classic Signs....183
Section 911 Prohibited Signs 185
Section 912 Signs Authorized Without Permits 185
Section 913 Signs Authorized With Permits 189
Section 914 Sign Permitting....210

Section 10 Sexually Oriented Businesses

Section 1001 Purpose 212
Section 1002 Findings....212
Section 1003 Classification....214
Section 1004 License Required....214
Section 1005 Issuance of License....218
Section 1006 Fees 220
Section 1007 Inspection 220
Section 1008 Expiration of License....221
Section 1009 Suspension 221
Section 1010 Revocation 221
Section 1011 Transfer of License....222
Section 1012 Location of Sexually Oriented Businesses 222
Section 1013 Additional Regulation for Adult Motels....224
Section 1014 Regulations Pertaining to Exhibition of Sexually Explicit Films, Videos, or Live Entertainment in Viewing Rooms....224
Section 1015 Additional Regulations for Escort Agencies....226
Section 1016 Additional Regulations for Nude Model Studios....226
Section 1017 Additional Regulations Concerning Public Nudity 226
Section 1018 Prohibition against Children in a Sexually Oriented Business 227
Section 1019 Hours of Operation....227
Section 1020 Exemptions....227
Section 1021 Injunction....228

Section 11 Required Public Art for New Planned Areas Developments (PAD), Commercial, Office, Employment, and Municipal Construction

Section 1101 Purpose 229
Section 1102 Reserved 229
Section 1103 Findings 229
Section 1104 Property Subject to Requirements 229
Section 1105 Public Art on Site 230
Section 1106 Public Art Valuation 231
Section 1107 Fee In Lieu of Public Art on Site 233
Section 1108 Procedure for Public Art on Site 233
Section 1109 Guidelines for Approval 235
Section 1110 Appeal to the City Council 236

Section 12 Landscape, Walls, and Fences

Section 1201 Purpose 237
Section 1202 Applicability 237
Section 1203 General Landscape Provisions 238
Section 1204 Landscape Design Standards 241
Section 1205 Landscape Plans 248
Section 1206 Landscape Inspections 249
Section 1207 Walls and Fences 250
Section 1208 Maintenance 254

Section 13 Medical Marijuana Uses

Section 1301 Purpose and Applicability 256
Section 1302 Location Restrictions 256
Section 1303 Requirements 258

Appendix A

Low Water Using Plan List Phoenix Active Management Area A-1

Appendix B

Zoning Amendment Log B-1

SECTION 1 ADMINISTRATION AND PROCEDURES

Ordinance 1372-509; 1449-211; 1453-411

101 Title, Authority, Jurisdiction and Purpose

A. Title

This Ordinance shall be known as "The Zoning Ordinance of the City of Avondale, Arizona." Within the Ordinance text, the following terms (whether capitalized or not) shall be synonymous with The Zoning Ordinance of the City of Avondale: "this Ordinance," "Avondale Zoning Ordinance," "The Zoning Ordinance" and "these regulations."

B. Purpose, Intent and Applicability

1. In its interpretation and application, the provisions of this Ordinance shall be held to the minimum requirements adopted to implement and promote the General Plan and Specific Plans of the City of Avondale for the protection of its citizens.

2. Except where otherwise noted in this Ordinance, the regulations contained in this Ordinance shall govern the development and use of land and structures within the corporate limits of the City. No building, structure, or land shall be developed unless in conformity with all the provisions of these regulations for the zoning district in which it is located and other applicable regulations. Any use not specifically permitted herein is prohibited.

3. The purpose of this Ordinance is:

   a. To promote the public health, safety and welfare.

   b. To facilitate the adequate provision of transportation, water, sewer, schools, parks and other improvements.

   c. To ensure orderly growth.

   d. To lessen congestion in the streets.

   e. To regulate the use of buildings, structures, and land for residential, agricultural, commercial, industrial and other purposes.

   f. To establish land use classifications and to divide the City into districts.

   g. To adopt a map of land use districts.

   h. To regulate the location, height, bulk, number of stories and size of buildings and structures.

i. To regulate the size and use of lots, yards, setbacks, courts and other open spaces and to regulate the percentage of a lot which may be occupied.

j. To provide adequate open space for light, air, and recreation.

k. To establish standards for performance, aesthetics and design.

l. To establish procedures for zoning changes, use permits, variances, site plans and other permits and required approvals.

m. To prescribe penalties of violation of said ordinances.

C. Relationship to General Plan, Subdivision Regulations, Design Manuals, and General Engineering Requirements Manual

This Ordinance and any amendments hereto shall be in conformance with the adopted General Plan and Specific Plans of the City of Avondale. The Zoning Ordinance, along with other regulations of the City of Avondale, including the adopted Subdivision Regulations, Design Manual for Commercial, Industrial, and Multi-Family Development, Design Manual for Single-Family Residential Development, and General Engineering Requirements Manual, as amended, are tools used to further the goals of the Avondale General Plan by regulating future development or redevelopment within the City of Avondale. Adherence to these documents shall be required.

D. Repeal and Severability

1. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

2. Should any Section or provision of this Ordinance be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

E. Establishment of Zoning Districts

In order to promote the orderly development of the City and carry out the provisions of this Ordinance and in order to classify, regulate, restrict, and separate the use of land, buildings and structures, the land within the City is hereby divided into the following zoning districts, as may be amended by the City Council:

1. Residential Zoning Districts

a. Agricultural (AG)
b. Rural Residential-43 (RR-43)
c. Rural Residential-18 (RR-18)
d. Suburban Residential-35 (R1-35)
e. Suburban Residential-15 (R1-15)
f. Urban Residential-8 (R1-8)

g. Urban Residential-6 (R1-6)
h. Urban Residential-5 (R1-5)
i. Multiple Family Residential-2 (R-2)
j. Multiple Family Residential-3 (R-3)
k. Multiple Family Residential-4 (R-4)
l. Manufactured Home Park (MH)

2. Commercial Zoning Districts

a. Residential Office (R-O)
b. Commercial Office (C-O)
c. Neighborhood Commercial (C-1)
d. Community Commercial (C-2)
e. Freeway Commercial (C-3)
f. Old Town Avondale Business (OTAB)
g. Cashion Business (CBD)

3. Employment Zoning Districts

a. Commerce Park (CP)
b. General Industrial (A-1)

4. Special Zoning Districts

a. City Center (CCD)
b. Major Sports and Entertainment (MSED)
c. Special Use Overlay (SUD)

5. Planned Area Development Zoning Districts (PAD)

F. Location and Boundaries of Districts

The location and boundaries of zoning districts are established on a map entitled "The Zoning Atlas of the City of Avondale, Arizona" adopted by the City Council (The Zoning Atlas of the City of Avondale, Arizona is also referred to herein as the "Zoning Map" or the "Zoning Atlas"). The Zoning Atlas accompanies and is incorporated into this Ordinance as if set forth fully herein. If uncertainties exist with respect to the boundaries of any of the aforesaid districts as shown on the zoning map, the following rules shall apply:

1. Where a district boundary line is shown by a specific dimension, such specific dimension shall control.

2. Where a district boundary line is located within or along a street, alley, right-of-way or channelized waterway, the district boundary line shall be deemed to be the centerline such street, alley, right-of-way or channelized waterway.

3. Where a district boundary line is shown approximately following lot or property lines, the district property line shall be deemed to coincide with such lot or property line.

G. Non-conforming Buildings, Structures and Uses

This Article provides for the regulation of nonconforming buildings, structures, and uses. These regulations are designed to protect the rights of legally existing nonconforming uses, structures and buildings, but not promote expansion or enlargement of such uses.

1. Non-conforming Buildings and Structures:

Any building or structure that lawfully exists on the effective date of this Ordinance or amendments hereto, but which could not be built under the terms of this Ordinance because it does not meet lot coverage, height, setback or other development standards required of the zone in which it is located shall be considered a non-conforming building/structure and is subject to the regulations of this subsection 101(G). No structural or physical alteration shall be made to any non-conforming building or structure except as follows:

a. Routine repairs or maintenance of non-conforming buildings or structures shall be allowed.

b. A non-conforming building or structure that has been damaged by fire, flood or other calamity, may be reconstructed if such reconstruction is completed within twelve (12) months of such calamity. The Zoning Administrator may extend the twelve (12) month deadline if a delay in reconstruction was shown to be caused by unforeseen circumstances beyond the control of the owner of the premises.

c. Additions to non-conforming buildings or structures shall only be permitted if the added portion of the building or structure conforms to all development standards specified for the district in which it is located, except that;

1) Non-conforming single-family dwellings may be expanded into required setbacks so long as the expansion does not encroach further into the required setback than the existing building.

2) Single-family dwellings that are non-conforming because they do not meet current parking requirements may be expanded so long as the expansion meets current development standards for the district in which it is located.

2. Non-conforming Uses:

Any use of a building, a structure, or land that lawfully exists on the effective date of this Ordinance or amendments hereto, but which could not commence under the terms of this Ordinance because of restrictions on the use of a building, a structure or land in the zone in which it is located shall be considered a non-conforming use and is subject to the regulations of this Section. A non-conforming use shall be allowed to continue operating in the manner it existed at the time it became non-conforming, subject to the following:

a. A non-conforming use shall not be expanded into additional building area or land area, even if the building area is allowed to be expanded as set forth in this subsection 101(G).

b. Whenever a non-conforming use has been discontinued or abandoned for a period of one (1) year, such use shall not thereafter be re-established and any future uses shall be in conformity with the provisions of the zone in which the property is located. Once changed to a conforming use, no building, structure, or land shall be permitted to revert back to a non-conforming use.

c. A non-conforming use that is forced to cease operations due to fire, flood or other calamity, may recommence within twelve (12) months of such calamity. The Zoning Administrator may extend the twelve (12) month deadline if a delay in recommencing was shown to be caused by unforeseen circumstances beyond the control of the owner of the premises.

102 Enforcement

Any person violating the provisions of this Ordinance shall be subject to civil and criminal penalties. The owners, occupants, and authorized agents of property in violation of this Ordinance may be held individually and jointly responsible for the violation, the prescribed civil and criminal penalties and for abating the violation. Each day a violation of this Ordinance continues shall constitute a separate civil or criminal offense unless such violation involves a billboard, as defined by this Ordinance, in which case the provisions of ARIZ. REV. STAT. § 9-462.02, as amended, shall apply. The procedures and remedies provided in this Ordinance shall be cumulative and in addition to any other procedures and remedies to which the City may otherwise be entitled by law. Any violation of this Ordinance is declared to be a public nuisance, and instead of, or in addition to, any civil or criminal enforcement measure authorized by this Ordinance, may be enjoined or restrained by the City as other nuisances are abated under authority of the City Charter and applicable State law.

A. Evidence of Identity; Penalty for Failure to Provide

A person who fails or refuses to provide evidence of his or her identity to a duly authorized agent of the City upon request, when such agent has reasonable cause to believe the person has committed a violation of this Ordinance, is guilty of a class 1 misdemeanor. Evidence of identity shall consist of a person's full name, residence address and date of birth.

B. Notice of Violation

1. The City Manager or authorized designee shall seek voluntary compliance with the provisions of this Ordinance before issuing a civil citation or criminal complaint, as applicable. This may include a written notice of violation served on the responsible person or persons.

2. A notice of violation may be issued by the Code Compliance Manager, a Code Compliance Officer, the Zoning Administrator, the Chief Building Official, or the City Manager or authorized designee.

3. A notice of violation shall include:

   a. Identification of the property or location of the violation;

   b. A statement of the violation(s) in sufficient detail to allow a responsible party to identify and correct the problem;

   c. A re-inspection date; and

   d. The name and phone number of the person at the City to contact for further information.

4. A notice of violation shall be deemed effective on the date when the written notice is:

   a. Hand delivered to the owner, occupant, manager, or agent of the premises where the violation has occurred, or to the person responsible for the violation.

   b. Posted on or about the entrance of the premises where the violation occurred.

   c. Mailed by certified or registered mail, return receipt requested, addressed to the owner, occupant, agent, manager or responsible person at the last known mailing address.

   d. Served on the owner, occupant, agent, manager or responsible person by any means allowed by the Arizona Rules of Civil Procedure for the Superior Court.

5. Failure of the responsible party, property owner, occupant, manager, or authorized agent of the property owner to receive a notice of violation shall not preclude the subsequent issuance of a civil citation or criminal complaint, as applicable.

6. Nothing in this Section shall prevent the City from taking immediate action to protect the public from an imminent hazard to health or safety as otherwise provided by law.

C. Civil Citations

1. If a violation continues past the time provided for voluntary compliance, a civil citation may be issued to the person responsible for the violation.

2. A civil citation may be issued by the Code Compliance Manager, any Code Compliance Officer, a Police Officer, or other City agent or employee duly authorized by the City Manager.

3. The citation shall include the date of the violation, the location of the property and reference(s) to the Section(s) of this Ordinance violated.

4. The citation shall direct the defendant to pay the fine imposed pursuant to subsection 102(E) of this Ordinance or appear in municipal court within ten (10) days of the issuance of the citation.

5. The citation shall provide notice that if the defendant fails to pay the fine or appear in municipal court as directed, a default judgment will be entered in the amount of the fine designated on the citation for the violation. In addition, a default fee may be imposed for failure to appear as set forth in subsection 102(E) of this Ordinance.

6. The citation shall be served by delivering a copy to the defendant and will be deemed proper and complete by any of the following means:

   a. Hand delivering the citation to the defendant.

   b. Mailing a copy of the citation by certified or registered mail, return receipt requested, to the defendant's last known address.

   c. Any means allowed by the Arizona Rules of Civil Procedure for the Superior Court.

D. Civil Procedure

1. The defendant shall, within ten (10) days of the issuance of the citation, either pay the fine indicated on the citation or appear in municipal court to admit or deny the allegations contained in the citation.

   a. The defendant may pay the fine in person or by mailing the citation with a check for the amount of the fine to the Avondale City Court. By paying the fine, the defendant admits the violation described in the citation and accepts responsibility for the offense.

   b. The defendant may appear in person or through an attorney in the City Court and either admit or deny the allegations contained in the citation. If the defendant admits the allegations, the Court shall immediately enter a judgment against the defendant in the amount of the fine for the violation charged. If the defendant denies the allegations contained in the citation, the Court shall set a hearing date for the matter.

2. If the defendant fails to pay the fine or appear in the City Court as directed by the citation, the Court shall enter a default judgment and impose the fine and default fee required by subsection 102(E) of this Ordinance.

3. If the defendant fails to appear at the time and place set for hearing by the Court, the Court shall enter a default judgment and impose the fine and default fee required by subsection 102(E) of this Ordinance.

4. The Arizona Rules of Procedure in Civil Traffic Violation Cases shall be followed by the Avondale City Court for civil violations of this Ordinance, except as modified or

where inconsistent with the provisions of this Ordinance, local rules of the City Court or rules of the Arizona Supreme Court.

E. Civil Penalties

1. Any person that violates this Ordinance shall be subject to a civil penalty of two hundred fifty dollars ($250) base fine for the first violation, five hundred dollars ($500) base fine for a second violation and one thousand dollars ($1,000) base fine for a third violation in any twenty four (24) month period. The dates of the offenses are the determining factor for calculating the twenty four (24) month period.

2. Any defendant that fails to pay the fine or appear in the City Court as directed by a citation issued pursuant to this Ordinance, or who fails to appear at the time and place set for hearing of a matter arising under this Ordinance, shall be subject to an additional default fee as established by the City Court.

3. Any judgments issued by the Avondale City Court shall be subject to all surcharges and fees imposed by state law in addition to the civil fines required by this Ordinance.

4. Judgments shall be collected in the same manner as any other civil judgment as provided by law.

F. Habitual Offenders

1. A person found to be responsible for three (3) or more civil violations of this Ordinance within any twenty four (24) month period shall be deemed to be a habitual offender. Responsibility may be determined by admission, by default judgment or by judgment after hearing. The dates of the offenses are the determining factor for calculating the twenty four (24) month period.

2. A habitual offender who violates the provisions of this Ordinance shall be guilty of a criminal offense and subject to the penalties set forth in subsection 102(I) below for each violation in excess of three (3) civil or criminal violations within a twenty four (24) month period.

G. Criminal Complaints

The Code Compliance Manager or any other City agent or employee duly authorized by the City Manager may seek the issuance of a complaint by a Police Officer or the Avondale City Prosecutor for criminal prosecution of any person who commits a criminal offense as set forth in this Ordinance.

H. Criminal Procedure

Every criminal action and proceeding under this Ordinance shall be commenced and prosecuted in accordance with the laws of the State of Arizona relating to misdemeanors and the Arizona Rules of Criminal Procedure.

I. Criminal Penalties

1. Upon conviction of a person for a criminal offense, including the habitual offender provisions set forth above, the Court may impose any combination of the following:

   a. A sentence of incarceration not to exceed six (6) months in jail.

   b. A base fine not to exceed two thousand five hundred dollars ($2,500), exclusive of penalty assessments prescribed by law.

   c. A term of probation.

2. Notwithstanding the elective penalty above, upon conviction of a habitual offender, the Court shall impose a base fine of not less than one thousand dollars ($1,000) for each count upon which a conviction is obtained.

J. Sign Removal and Repair

1. The City may act to remove or repair a sign when warranted as follows:

   a. Unsafe Signs: The Chief Building Official or any agent or employee of the City authorized by the City Manager shall make the determination that a sign or sign structure is in an unsafe condition. If the sign owner or property owner does not comply with the notice of violation given under subsection 102(B) of this Ordinance, the Chief Building Official or any agent or employee of the City authorized by the City Manager may have the sign removed or repaired at the expense of the sign owner or the property owner.

   b. Public Right-of-way and Public Property: The Code Compliance Manager, a Code Compliance Officer or any agent or employee of the City authorized by the City Manager may remove or cause to be removed any sign placed or erected unlawfully on public property or within the public right-of-way. Prior notice of violation may be given, but is not required. Removal of the sign does not preclude issuance of a citation as set forth in subsection 102(C) of this Ordinance.

   c. Temporary Signs: The Code Compliance Manager, any Code Compliance Officer or any agent or employee of the City authorized by the City Manager shall have the authority to confiscate a temporary sign unlawfully displayed on private or commonly owned property when the owner or responsible party for the sign refuses or fails to comply with this Ordinance. Removal of the sign does not preclude issuance of a citation as set forth in subsection 102(C) of this Ordinance.

2. All costs incurred by the City for the removal or repair of a sign under this Ordinance shall be reimbursed by the owner of the sign or the owner of the property on which the sign is located. The City may bring an action in Municipal or Superior Court to recover these costs.

3. Signs removed by the City may be disposed of within the City's sole discretion. The City is not responsible for the storage and return of any sign removed in violation of this Ordinance.

K. Transfer of Ownership

It shall be unlawful for a person, firm or corporation found to be in conflict with this Ordinance or in violation of any provisions of this Ordinance who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such property to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility, without condition, for making the corrections or repairs required by such compliance order or notice of violation.

103 Definitions

For the purpose of this Ordinance, certain terms and words are hereby defined as set forth below. Words used in the present tense include the future; words in the masculine gender include the feminine and the neuter, and the singular number includes the plural, and the plural the singular; the word "shall" is mandatory and not permissive; the word "person" includes individuals, partnerships, corporations, clubs and associations. The following words or terms, when applied in this Ordinance, shall carry full force when used interchangeably: lot, plot, parcel, premises or site; used, arranged, occupied, or maintained; adjoining, abutting, contiguous to, bordering, or adjacent to; sold or dispensed; construct, reconstruct, erect, alter (structurally or otherwise) but not the term maintenance. The word "used" shall be deemed also to include designed, intended or arranged to be used. "Board" shall mean Board of Adjustment; "Commission" shall mean the City of Avondale Planning Commission; "Council" shall mean the City of Avondale City Council.

Abutting: Adjacent to.

Accessory Building: A detached subordinate building containing an accessory use and situated on the same lot as the main building.

Accessory Use: A subordinate use of a building, other structure, or tract of land that is both: (A) clearly incidental and customary to the use of the principal building or other structure or use of land and (B) located on the same zoned lot with the principal building, other structure or use of land.

Adult Day Care: A facility providing care for the elderly and/or functionally impaired adults in a protective setting for a portion of a twenty four (24) hour day in a place other than the adults' own home. No overnight sleeping facilities are provided.

Alley: A right-of-way, dedicated to public uses, that gives a primary or secondary means of vehicular access to the rear or side of properties otherwise abutting a street.

Amusement Park: An outdoor facility, which may include structures and buildings, where there are various devices for entertainment, including, but not limited to, rides, booths for the conduct of games or sale of items and buildings for shows and entertainment.

Analogous Use: A land use deemed by the Zoning Administrator to be similar enough to another use as to not have a significantly different effect on surrounding properties.

Apartment: An individual dwelling unit within an apartment building.

Apartment Building: Four (4) or more attached dwellings, each of which has its own private sleeping, sanitation and cooking facilities, that are typically rented or leased on a monthly basis. For the purposes of this Ordinance, an apartment or apartment building shall be considered a Multi-Family Dwelling.

Apiary: A structure where bees are kept.

Archeological Resources: Any material of past human life, activities, or habitation that are of historic or prehistoric significance. Such material includes, but is not limited to, pottery, basketry, bottles, weapon projectiles, tools, structures, pit houses, rock paintings, rock carvings, graves, skeletal remains, personal items, clothing, household or business refuse, printed matter, manufactured items, or any piece of the foregoing items.

Arizona Nursery Association (ANA): The professional trade organization dedicated to the promotion and advancement of the nursery industry for its members and the public they serve.

ARIZ. REV. STAT.: The Arizona Revised Statutes, as amended.

Assisted Living Facility: A facility served by a common kitchen that provides living quarters and assistance to residents for daily living activities such as bathing, dressing, taking medications and transportation, and is not licensed by the State of Arizona as a nursing home.

Auto Service and Diagnostic Facility: A facility designed to provide limited servicing of automobiles, including but not limited to brakes, oil changes, and tune ups, excluding any facility which performs body work, engine repair, transmission overhauls, or other major repair or reconditioning.

Automobile, Boat, Recreational Vehicle, or Motorcycle Sales and/or Leasing: The display, sales and/or rental of new or used automobiles, boats, recreational vehicles and motorcycles, where service and repair may occur as an accessory use within a fully enclosed building.

Aviary: An enclosure for confining birds and fowl.

Bar: An establishment, including but not limited to a cocktail lounge, or tavern, the main use of which is to serve beer, wine and liquor for on-site consumption. Such facility may also serve food

but are differentiated from night clubs because they do not provide for dancing and live entertainment.

Bed and Breakfast Inn: A private residence that provides lodging and meals for guests at which: (A) the host or hostess resides in the principal residence; (B) no more than four (4) guest rooms are used for lodging at the same time; (C) the host or hostess may advertise and accept reservations, but shall not hold itself out to the public to be a restaurant, hotel or motel; and (D) food and spirited beverages are served only to overnight guests. Any dwelling in which more than four (4) guest rooms are provided shall be deemed a hotel/motel.

Block: That property abutting one (1) side of a street and lying between the two (2) nearest intersecting streets, or nearest intersecting street and railroad right-of-way, unsubdivided land, waterways, but not an alley, of such size as to interrupt the continuity of development on both sides thereof.

Boarding House: A single-family detached or attached dwelling unit in which any of the rooms are rented or leased to persons on a transient basis, but which does not include group homes, dormitories, convalescent homes, nursing homes, substance abuse detoxification centers or substance abuse treatment centers.

Brewery Ancillary to a Restaurant or Brewpub: A restaurant that includes the brewing of beer on-site as an accessory use.

Buffer: An area of land, that may include landscaping, berms, walls, fences, building setbacks, or a combination thereof, that is located between land uses of a different character and is intended to mitigate negative impacts of the more intense use.

Buffer, Landscape: A landscaped area located on the perimeter of a site that serves to screen the visual impacts caused by the differences in use.

Building: Any structure, either temporary or permanent, having a roof and used or built for the shelter and enclosure of persons, animals, chattels, or property of any kind. This shall include tents, awnings, or vehicles situated on private property and used for purposes of a building.

Building Addition: Any extension or increase in floor area or height of a structure.

Building, Closed: A structure completely enclosed by a roof and walls of approved construction.

Building Coverage: That portion of a lot occupied by any building or structure, including those buildings or structures not intended for human occupancy, calculated by dividing the total building ground floor area by the net site area. Open carports within parking lots in multi-family, commercial, and employment districts shall not count toward the building coverage calculation.

Building Façade: The exterior elevation of a building structure excluding any porches, overhangs, covered walkways, drive through covers or similar appendages.

Building Footprint: The outline of the total area covered by a building's perimeter at the ground level.

Building Ground Floor Area: The total area of the largest floor under roof, measured from the exterior faces of exterior walls, and not including the sum of the several floors of a multi-story building. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above.

Building Height: The vertical distance measured from the adjacent grade level to the highest level of the roof surface of flat roofs, to the deck line of mansard roofs or to the mean height between eaves and ridge for gable, gambrel or hip roofs.

Building, Main: A building, or buildings, in which is conducted the principal use of the lot on which it is situated. In any residential district, the primary dwelling shall be deemed to be the main building of the lot on which the same is situated.

Building Permit: A permit issued by the duly designated building official authorizing the erection, construction, reconstruction, alteration, repair, conversion or maintenance of any building, structure or portion thereof, where required by the City's adopted building codes.

Cacti: Any family of plants that have fleshy stems and branches with scales or spines instead of leaves and that is capable of storing water and requiring no supplemental irrigation.

Caliper: A standard measurement for trees based on the diameter of a tree trunk as measured a specific distance above the ground based on the type of tree.

Caretaker's Quarters: An accessory dwelling on non-residential premises that is occupied by the person who oversees the nonresidential operation twenty four (24) hours per day, and his or her family.

Carport: A covered parking space open on one (1) or more sides that is intended and available for use at an automobile shelter.

Child Care: The care, supervision and guidance of children, unaccompanied by the parent, guardian or custodian, on a regular basis for less than twenty four (24) hours per day, in a place other than the child's own home.

Child Care Center: Any building or portion thereof used primarily for child care for compensation including nursery schools, preschools and day care centers.

Cigar Bar or Tobacco Lounge: An establishment that specializes in the sale of cigars and other tobacco-related items, and allows patrons to smoke tobacco products on-site. The consuming of tobacco products on-site shall conform to the Arizona law.

Clinic: A building in which one (1) or more physicians work including supplying pharmaceutical and optical needs, conducting medical tests, or other common ancillary uses to a medial office, without overnight patient occupancy.

Club or Social/Private Club: An association of persons (whether or not incorporated), religious or otherwise, for social purpose, but not including groups that are organized primarily to render a service carried on as a business for profit.

Commercial Center: Any property with a minimum land area of ten (10) acres developed with a multi-tenant office or retail development.

Commercial Sporting Complex: An indoor facility, with or without seating for spectators, and providing accommodations for a variety of individual, organized, or franchised sports. Such facility may also provide other regular organized or franchised events, health and fitness club facilities, swimming pool, snack bar, restaurant and other support facilities. Such a facility may be publicly or privately owned and publicly or privately operated.

Commercial Vehicle: Every device by which any person or property is or may be transported or drawn, including but not limited to, automobiles, trucks, trailers, and utility trailers, that is being used or is customarily used for the furtherance of a commercial enterprise.

Community Garden: A private or public facility for cultivation of fruits, flowers, vegetables, or ornamental plants that is utilized by more than one (1) person or family.

Conditional Use Permit: A permit issued that allows the City to impose additional development standards on that proposed use after consideration of adjacent uses and their functions and the special impacts that the proposed use may cause.

Condominium: Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by owners of the separate portions.

Consignment Shop: A retail establishment where previously-owned merchandise, such as clothing, jewelry or furniture is consigned to a dealer who collects a fee and pays the seller after the merchandise is sold, but shall not include stores selling consigned vehicles, auto parts, scrap or waste. Consignment shops are distinct from thrift stores, pawn shops and non-consignment secondhand retail stores.

Convalescent Home: A facility served by a common kitchen that provides living quarters and medical care to non-elderly residents recovering from non-chronic illness or injury, and which is licensed by the State of Arizona as a nursing home.

Corral: A fenced area or enclosure intended for the confinement of livestock for feeding, shelter, or other purposes, not to be confused with a pasture used for the grazing of livestock.

Crown: The branches, twigs and leaves that make up the foliage portion of the tree.

Curb Line: The line at the face of the curb nearest the street or roadway. In the absence of a curb, the curb line shall be established by the City Engineer.

Day Labor Hiring Center: A for-profit or non-profit facility at which job seekers congregate to be hired by the day or by the job for short periods of time by third parties.

Day Spa: A business establishment that provides professionally administered personal care treatments such as manicures, pedicures, massages and facials.

Density: The number of dwelling units permitted per net acre of land.

Design Guidelines: See Design Manuals.

Design Manuals: The adopted Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development and Avondale Design Manual for Single-Family Residential Development, as amended.

Development Review Committee: See Section 105 below.

Development Services Director: The person designated by the Avondale City Manager to oversee the planning and development related services for the City.

Disability: The term "disability" means, with respect to an individual: (A) a physical or mental impairment that substantially limits one (1) or more major life activities of such individual; (B) a record of such an impairment or (C) being regarded as having such an impairment. For purposes of this definition, a qualified individual with a disability shall not include an individual who is currently engaging in the illegal use of drugs, when the covered entity acts on the basis of such use, except as provided in 42 U.S.C. § 12210. The term "illegal use of drugs" means the use of drugs, the possession or distribution of which is unlawful under the Controlled Substances Act, 21 U.S.C. § 812. Such term does not include the use of a drug taken under supervision by a licensed health care professional, or other uses authorized by the Controlled Substances Act or other provisions of Federal law. The term, disability, shall be interpreted in a manner consistent with the definition of disability in the Americans with Disabilities Amendment Act of 2008.

Distribution: See "Warehousing"

Dormitory: A structure specifically designed for a long-term stay by students of a college, university, institute or nonprofit organization for the purpose of providing rooms or apartments for living purposes, and may include one (1) common kitchen and some common gathering rooms for social purposes.

Drive Aisle: A paved surface that connects a driveway with a parking lot aisle.

Drive-Through Lane: A paved surface assigned to a specific drive-through use which is used for the purpose of conducting a business transaction without requiring a driver to exit a vehicle, and which is designed of sufficient length to accommodate vehicular queuing.

Driveway: An unobstructed paved area directly connecting a public or private street with vehicle parking, loading or maneuvering areas.

Dwelling or Dwelling Unit: A building or portion of a building designed or used by one (1) family, as that term is defined in this section, for residential purposes as a single housekeeping unit, but not including convalescent homes, hospices, assisted living facilities, hospitals, hotels, motels, and other accommodations for the transient public.

Dwelling, Attached: Single-family dwellings attached in groups of two (2) or more by common vertical walls.

Dwelling, Detached: A single-family dwelling that is not attached to any other dwelling by any means.

Dwelling, Duplex: A building containing two (2) single-family dwelling units totally separated from each other by an unpierced wall extending from the ground to the roof.

Dwelling, Multi-Family: A building containing four (4) or more dwelling units.

Dwelling, Single-Family: A building containing one (1) single-family dwelling unit.

Dwelling, Triplex: A building containing three (3) dwelling units.

Emergency Medical Care Facility: A facility providing medical care to human beings by licensed medical personnel on an outpatient basis. No sleeping facilities or provisions for overnight stays are provided. Commonly known as "urgent care centers."

Employee: With respect to Section 10 only, a person who performs any service on the premises of a sexually oriented business on a full-time, part-time or contract basis, whether or not the person is denominated an employee, independent contractor, agent or otherwise and whether or not said person is paid a salary, wage or other compensation by the operator of said business. Employee does not include a person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises.

Employment Agency: A business that charges a fee for providing information and placement services to candidates seeking employment and/or clients looking for qualified candidates through which candidates register with the agency, but do not wait on-site or at a central location for full time, part time, or temporary assignments and at which vocational guidance, employment counseling, resume writing, executive recruitment, payroll processing and similar personnel services may also be offered.

Entertainment: An engaging or diverting presentation of, or participation in, activities including but not limited to, live singing, dancing, musical instrumentation, dramatic or prosaic presentations or poetic activities, but excluding adult live entertainment.

Event: A commercial, promotional, motorsports, sports or entertainment activity taking place at or on a major sports and entertainment district zoned property. Events may occur within the major sports and entertainment venue, within the surrounding parking areas, or both.

Event Day: Any day upon which an event is scheduled to take place in advance at or in a major sports and entertainment venue.

Evergreen Tree or Shrub: A tree or shrub of a species that normally retains its leaves/needles throughout the year.

Extended Stay Hotel: Any building, other than a boarding house, containing four (4) or more guest rooms that are used, rented or hired for sleeping purposes by transient guests and contain kitchen facilities for food preparation including, but not limited to, such facilities as refrigerators, stoves and ovens.

Family: One (1) or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage, or legal adoption, no such family contains more than six (6) non-transient unrelated persons, except where disability requires that more than six (6) unrelated persons reside together. This definition shall not include any society, club, coterie or organization that is not a recognized religious order nor does it include any group of individuals whose association is temporary or seasonal or similar to a resort, boarding house, motel, hotel or whose association is for an anticipated limited duration or for a determinable period such as a school term.

Farm Animals: Domesticated animals traditionally raised and kept for food, fiber, feathers, labor or riding. This includes horses, cattle, sheep, goats, swine, fowl, rabbits and other similar animals and birds.

Fence: A barrier that serves to enclose an area intended to prevent intrusion or maintain inclusion at the boundary's limits. A fence shall not be considered or used in place of a required landscape screen wall.

Floor Area Ratio: The ratio of gross floor area to the net site area of the building site.

Fowl: Chickens, turkeys, ducks, geese, guinea fowl and peafowl.

Freeway: For the purposes of this Ordinance, freeway shall mean Interstate-10 or other limited access highway, including all traffic lanes, ramps, appurtenances and undeveloped or unpaved land within the associated Arizona Department of Transportation right-of-way.

Garage: A fully enclosed structure, or part thereof, used for the parking and storage of vehicles.

Garage Sale: A general sale, open to the public, conducted on a premises on which a residential dwelling is located, for the purpose of disposing of personal property including, but not limited to, all sales entitled "garage," "lawn," "yard," or "rummage" sale.

Gas Station: A place of business having pumps and/or storage tanks from which motor vehicle fuel is dispensed at retail into a motor vehicle or an approved container with accessory activities that may include the retail sale and installation of minor automobile parts and accessories, retail sales of food, drink and other convenience items, automobile washing, inspections or other routine vehicle maintenance, but shall not include major automotive repair work such as engine overhauling, body and fender repair, or painting.

Grade: The top of curb, or top of crown of a street where no curb exists, as established at the midpoint of the front of the lot used for establishing building heights.

Gross Floor Area: The sum of the gross areas of all floors of a building or buildings, measured from the exterior faces of exterior walls or from the centerlines of walls separating two (2) buildings, but not including underground parking spaces, uncovered stairwells or exterior balconies.

Groundcover, Non-Vegetative: Landscape materials that are not living. These materials include, but are not limited to, decomposed granite, gravel, crushed rock, boulders, river rock or other similar materials. Pavement shall not be considered groundcover for the purposes of landscaping.

Groundcover, Vegetative: Living landscape materials characterized by horizontal as well as vertical growth but which generally do not exceed eighteen (18) inches in height. The intent of groundcover plants, when properly installed, is to form a continuous cover over the ground.

Group Home: Housing occupied by unrelated persons who live in a dwelling because of a disability and may include staff persons, who may or may not be domiciled in the dwelling, who provide support services, including but not limited to domestic, medical, rehabilitation, or other similar services.

Guest House: A building used to house guests of the occupants of the main building, which is not rented or leased separately from the main building.

Health and Exercise Center: A building or portion of a building designed and equipped for the conduct of sports and exercise activities, or other customary and usual athletic recreational activities by individual persons or small groups, not to include stadiums, arenas, race tracks, or other large venues designed for spectator sports.

Historic Building: Any building that is listed on the National Register of Historic Places, the Arizona Register of Historic Places, or that has been determined eligible for inclusion on the National Register of Historic Places by the Arizona State Historic Preservation Office.

Home Child Care: Any dwelling in which child care is provided as an accessory use, with or without compensation.

Home Occupation: Any occupation or profession carried on by a member of a family residing on the premises that is clearly incidental to the use of the structure for dwelling purposes and which does not change the exterior character of the premises in any way. Home occupation does not include the operation of a group homes.

Horse Ranch: A facility at which the breeding and raising of horses for sale is conducted.

Hospice: A facility or service that provides care for the terminally ill patient and support to the family. The care, primarily for pain control and symptom relief, can be provided in the home or in an inpatient setting. A hospice shall be considered an assisted living facility for the purposes of this Ordinance.

Hospital: An institution licensed by the State of Arizona that provides medical, surgical, or psychiatric treatment and care to humans by State licensed medical personnel for the sick and injured on an ongoing basis twenty four (24) hours a day, three hundred sixty five (365) days a year.

Hotel: An establishment, other than a boarding house, containing five (5) or more guest rooms that, for a fee, provides temporary sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture, bed linens, telephone and desk

service, as well as related ancillary uses including, but not limited to, conference and meeting rooms, restaurants, bars and recreational facilities. For the purposes of this Ordinance, a motel shall be considered a hotel.

Household Pets: Small animals that are generally suited for residences and customarily kept for home companionship, hobbies or personal enjoyment. This includes, but is not limited to, cats, potbellied pigs, and dogs.

Impound Lot: A facility that provides temporary outdoor storage of motor vehicles that are (A) to be claimed by titleholders or their agents, (B) not stored at said facility for more than forty five (45) days and (C) operable and licensed at all times during such storage.

Incidental Commercial Sales: Commercial sales operated in conjunction with, upon the same premises as, and solely in support of similar uses located or planned within a business park development or conducive and subordinate to future business park and industrial uses.

Independent Living Facility: An Apartment Building designed to be occupied by elderly or retired persons of a specific age, generally over the age of 55. Independent Living Facilities may include common dining areas, but, because the dwelling units have individual kitchens, residents are typically not required to use these dining facilities.

Indoor Commercial Recreation/Entertainment Use: An indoor facility, with or without seating for spectators, and providing accommodations for a variety of individual, organized, or franchised sports. Such facility may also provide other regular organized or franchised events, health and fitness club facilities, swimming pool, snack bar, restaurant, retail sales of related sports, health, or fitness items, and other support facilities.

Interior Property Line: A recorded property line of a parcel or lot that is located within the area circumscribed by a recorded plat but not abutting public right-of-way.

Joint Use Parking: Use of the same parking spaces by adjacent uses that have staggered peak periods of demand, thereby reducing the amount of land consumed by parking. Also known as "shared parking."

Kennel: Any commercial establishment at which dogs and cats are bred or raised for sale, boarded or cared for, exclusive of dental, medical or surgical care.

Laboratory: A building, or portion thereof, used or intended to be used for scientific experimentation, observation, testing or analysis.

Landscape Architect: A person registered to practice landscape architecture in the State of Arizona.

Landscape Maintenance: The process of keeping a landscape healthy, clean, safe and attractive by landscape irrigation management and general care of landscape areas, including but not limited to weeding, erosion control and revegetation, turf care maintenance, ornamental pest control, seasonal flower color programs, professional tree care and water feature maintenance.

Landscape Maintenance Schedule: A submitted and approved document describing the planting and irrigation protection plan that will cover a planting installation's short term and long term maintenance requirements.

Landscape Material: Any materials, vegetative and non-vegetative, used for the purpose of landscape improvements which may include, but shall not be limited to, the following: trees, shrubs, groundcovers, turfs, vines, berms, non-vegetative groundcover materials, irrigation equipment, fences and walls.

Landscape Plan: A graphic representation of the development site depicting the locations of all existing and proposed landscape improvements to be present on the site at the completion of project construction.

Landscaping: An exterior improvement of property in accordance with an approved landscape plan and utilizing approved landscape materials.

Licensee: With respect to Section 10 only, a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a license; and in the case of an employee, a person in whose name a license has been issued authorizing employment in a sexually oriented business.

Livestock: Cattle, horses, sheep, goats and similar animals, excluding swine.

Lot: A parcel of land created legally through a minor land division or plat, or two (2) or more contiguous parcels legally created to be used as a unit under the provisions of this Ordinance, as shown in the records of the Maricopa County Recorder's Office, and having its principal frontage on a street. In any district where a half-street has been dedicated not less than twenty five (25) feet in width, lots facing on such half-street shall be deemed to have frontage on a street.

Lot, Corner: A lot located at the intersection of two (2) or more streets. A corner lot shall be considered to be on the block that the lot fronts.

Lot, Interior: A lot having only one (1) side on a street.

Lot, Internal: A lot within a planned shopping center having no street frontage but accessible to public streets through private infrastructure and access easements.

Lot, Key: An interior lot, one (1) side of which is contiguous to the rear line of a corner lot.

Lot Length: The length (or depth) of a lot shall be determined as follows:

A. If the front and rear lines are parallel, the shortest distance between such lines.

B. If the front and rear lines are not parallel, the distance between the midpoint of the front lot line and the midpoint of the rear lot line.

C. If the side lot lines are not parallel, the shortest distance between the front lot line and a line parallel to the front lot line, not less than ten (10) feet long lying wholly within the lot.

Lot Line, Front: The front lot line of a lot shall be determined as follows:

A. Corner lot: The front lot line of a corner lot shall be the property line abutting the lower adjacent street classification. If both abutting streets are the same classification, the front property line shall be the shorter of the two (2) lines adjacent to the streets. Where the lines are equal, the front lot line shall be that line which is obviously the front by reason of the prevailing custom of the other buildings on the block. If such front is not evident, then either may be considered the front of the lot, but not both.

B. Interior lot: The front property line of an interior lot shall be the line bounding the street frontage.

C. Through lot: The front property line of a through lot shall be that line which is obviously the front by reason of the prevailing custom of the other buildings on the block. Where such front property line is not obviously evident, the Board of Adjustment shall determine the front property line.

Lot Line, Rear: The rear property line of a lot is that lot line opposite to the front property line. Where the side property lines of a lot meet in a point, the rear property line shall be assumed to be a line of not less than ten (10) feet long, lying within the lot and parallel to the front property line. In the event that the property line is a curved line, then the rear property line shall be assumed to be a line not less than ten (10) feet long, lying within the lot and parallel to a line tangent to the front property line at its midpoint.

Lot Line, Side: The side property lines of a lot are those lot lines connecting the front and rear property lines of a lot.

Lot, Through: A lot contiguous to two (2) parallel or approximately parallel streets.

Lot Width: The width of a lot shall be determined as follows:

A. If the side property lines are parallel, the shortest distance between these sidelines.

B. If the side property lines are not parallel, the width of a lot shall be the length of a line at right angles to the axis of the lot at a distance equal to the front setback required for the district in which the lot is located. The axis of a lot shall be a line joining the midpoints of the front and rear property lines.

Maintenance, Building or Site: The replacing of a part or parts of a building or site that have been made unusable by ordinary wear and tear, or by the weather.

Maintenance, Landscaping: The process of keeping a landscape healthy, clean, safe and attractive by landscape irrigation management, general care of landscape areas
including but not limited to weeding, erosion control and revegetation, turf care maintenance, ornamental pest control, seasonal flower color programs, professional tree care and water feature maintenance.

Major Sports and Entertainment Venue: A commercial structure consisting of tiered seats around a field, court or racetrack, intended to be used for the viewing of sporting events but which may also be used for entertainment and other public gathering purposes and which may also include food service facilities and other accessory uses customarily associated with the operation of the venue.

Manufactured Home: A mobile home manufactured or constructed in accordance with the Federal Manufactured Home Construction and Safety Standards (42 USC 5403), as amended.

Manufactured Home Park: Any area or tract of land designed for the parking or other type of installation of manufactured or mobile homes on spaces or lots offered for lease or rent, including all improvements, buildings, structures, recreation areas or other facilities for the use of the residents of such development.

Manufacturing and Assembly, Heavy: The manufacturing, assembly, fabrication, packaging or other industrial processing of products primarily from extracted or raw materials whose process typically produces noise, dust, odors and/or vibrations detectable outside of the building.

Manufacturing and Assembly, Light: Manufacturing from predominantly previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging, but excluding basic industrial processing and taking place entirely within doors and producing no detectable noise, dust, odors or vibrations outside the building.

Marquee: A permanent roof-like structure extending from part or all of the building facade over a walkway either within or outside the public right-of-way and constructed of some durable material such as metal, glass or plastic.

Massage: The manipulation of body muscle or tissue by rubbing, stroking, kneading or tapping, by hand or mechanical device.

Massage or Day Spa: An establishment where massage is administered by someone other than a medical practitioner, chiropractor, physical therapist or similar person licensed by the State of Arizona.

Massage Therapy: Massage administered for medical purposes by a medical practitioner, chiropractor, physical therapist or similar person licensed by the State of Arizona.

Master Planned Development: A self-contained development under unified ownership, often with a mixture of land uses, planned and developed as a whole in a single phase or programmed in a determined series of phases, and in which the subdivision and zoning controls are applied to the project as a whole rather than to individual lots.

Medical Marijuana: "Marijuana" for "medical use" as those terms are defined in ARIZ. REV. STAT. § 36-2801, as amended.

Medical Marijuana Cultivation Location: Any of the following: (A) a medical marijuana dispensary at which cultivation occurs for sale at that medical marijuana dispensary, (B) the one (1) additional location, if any, duly identified pursuant to ARIZ. REV. STAT. § 36-2806(E), as amended,

during the process of registering a medical marijuana dispensary, where marijuana will be cultivated for sale at a medical marijuana dispensary, (C) any location identified pursuant to ARIZ. REV. STAT. § 36-2804.02(A)(3)(f), as amended, for cultivation of medical marijuana by a designated caregiver or qualifying patient (as defined in ARIZ. REV. STAT. § 36-2801, as amended) for a qualifying patient's medical use or (D) a facility that incorporates or processes medical marijuana into a consumable or edible product.

Medical Marijuana Dispensary: A nonprofit medical marijuana dispensary (as defined in ARIZ. REV. STAT. § 36-2801, as amended) duly registered and certified pursuant to ARIZ. REV. STAT. § 36-2804, as amended.

Medical Office: A room or group of rooms used exclusively by physicians, dentists or similar personnel for the treatment and examination of patients solely on an outpatient basis, provided that no overnight patients shall be kept on the premises.

Mini-Storage Warehouse: A facility that leases space to individuals or to small businesses wherein the rented spaces, known as "units", are secured by the tenant's own lock and key.

Mobile Home: A structure at least eight (8) feet in width and thirty two (32) feet in length, built on a permanent chassis and designed to be used as a dwelling unit.

Motor Vehicle: Defined as set forth in ARIZ. REV. STAT. § 28-101, as amended.

Multiple Trunk Tree: A tree with more than one (1) main trunk. To be considered a multiple trunk tree, additional trunks should originate either from the soil line or no higher than twelve (12) inches above ground. Any tree that has additional trunks (scaffold branches) higher than twelve (12) inches is not considered a multiple trunk tree.

Multi-Tenant Non-Residential Development: A development site for a shopping center, office park or commerce park whereupon a number separate commercial and/or employment activities are located and in which there are appurtenant shared facilities, such as parking and pedestrian walkways. Distinguishing characteristics of a multi-tenant non-residential development may, but need not, include common ownership of the real property upon which the development is located, common wall construction, and multiple-occupant commercial use of a single structure.

Natural Screen Walls: A uniform, double row of evergreen plants planted closely together to create a consistent visual barrier. Natural screen walls shall only be used in conjunction with parking lot screens.

Net Floor Area: The total square footage of interior floor areas, interior courtyards, outdoor storage areas, and outdoor dining areas, exterior walkways, parking areas and landscaped areas, excluding the thickness of exterior walls.

New Urbanism: The process of reintegrating the components of modern life (i.e. housing, workplace, shopping, and recreation) into compact, pedestrian-friendly, mixed-use neighborhoods served by transit and set in a larger regional open space framework.

Night Club: A place of entertainment open at night usually serving food, beer, wine and liquor and providing music and space for dancing.

Non-Chartered Financial Institution: A business, other than a state or federally chartered bank, credit union, mortgage lender or savings and loan association, that offers check cashing services and loans for payment of a percentage fee. Specifically included are check cashing businesses that charge a percentage fee for cashing a check or negotiable instrument and loan businesses that make loans upon assignments of wages to be received.

Non-Conforming Buildings, Uses, and Lots: See subsection 101(G).

Nursing Home: A facility served by a common kitchen that provides living quarters and medical care to elderly and chronically ill residents, and which is licensed by the State of Arizona as a nursing home.

Office: A room or group of rooms used for conducting the affairs of a business, profession, service industry or government.

Off-Street Parking Space: A paved and properly drained area, enclosed or unenclosed (unless specified), permanently reserved for parking one (1) automobile.

Open Space: Areas within a development that are either improved or unimproved, and are designated and intended for the common use or enjoyment of the residents, guests and patrons for leisure time activities or for aesthetic enhancement of the development. Said areas are comprised active and passive recreation areas, and improvements as are necessary and appropriate for the intended users.

Open Space, Active: Open space that is improved and set aside, dedicated, designated, or reserved for recreational facilities such as swimming pools, play grounds, ball fields, court games, picnic tables or other activities.

Open Space, Passive: Passive open spaces are unimproved areas used for recreation activities typically undertaken on an individual or small group basis. Passive recreation may include activities such as hiking, bird watching, nature observation, canoeing, jogging, bicycling, horseback riding or other non-motorized trail-oriented activities requiring only limited modifications to the natural landscape. Non-trail oriented activities such as boating, fishing; environmental education, and picnicking are also considered passive recreation.

Parapet: The portion of a wall that extends above the roof line.

Parcel: A lot or a contiguous group of lots under common ownership and/or control that are considered a single development site.

Palm Tree: A vertical palm that can reach twenty (20) feet or greater in height upon maturity.

Park Tree: Any tree, shrub, bush and all other woody vegetation in public parks and all other public lands owned by the City, or to which the public has free access as a park.

Parking Lot: A parcel of land upon which members of the general public may park their vehicles at no cost for the purpose of utilizing a use or facility.

Parking Lot Aisle: The areas immediately adjacent to parking stalls that permit maneuvering of cars entering and leaving the parking stalls, and which connect the parking stalls to the driveway or drive aisle.

Parking Lot, Commercial: A parcel of land upon which members of the general public may park a vehicle by paying a charge or fee for said usage to the landowner or his agent.

Patio Home: An attached or detached single-family dwelling constructed with no side yard on one (1) or more sides of the lot.

Paved Surface: A surface of masonry, concrete or asphalt. Permeable or decorative surfaces, such as pavers, stamped/colored concrete (Bomanite), porous concrete, or porous asphalt may be considered a paved surface if approved by the City Engineer.

Pawn Shop: An establishment where money is loaned on security of personal property left in pawn and pledged as collateral, and where the pledged property may be sold to the public if not redeemed by the pledgor within a fixed amount of time.

Person: An individual, proprietorship, partnership, corporation, association or other legal entity.

Personal Wireless Service Facility (PWSF): An unmanned facility for the provision of personal wireless services as defined by the Telecommunications Act of 1996, and any amendments thereto. Personal wireless service facilities are composed of three (3) or more of the following components: (A) antennae); (B) mount; (C) cables; (D) support structure; (E) equipment cabinet/shelter; and (F) wall or security barrier. A PWSF is also commonly referred to as a "cell tower."

Personal Wireless Service Facility, Alternative Structure: A PWSF that is either:

A. Virtually invisible to the casual observer, such as an antenna behind louvers on a building, or located inside a clock tower, steeple, or similar structure; or

B. Camouflaged with stealth design to blend in with surroundings to the extent that it is indistinguishable by the casual observer from the structure on which it is placed or the surroundings in which it is located, such as structures commonly referred to as "monopalms," "monopines," or "flag pole" designs.

Personal Wireless Service Facility, Freestanding: A self-supported structure, to include monopoles, lattice cell towers, and alternative structures, designed for use as a PWSF. For the purpose of this Zoning Ordinance, guyed PWSFs shall also be considered freestanding.

Personal Wireless Service Facility, Guyed: A cell tower that is supported by the use of cables (guy wires) that are permanently anchored to the ground and designed to support PWSF antennas. Guyed PWSFs shall not be considered Alternative Structures for the purpose of this Zoning Ordinance.

Personal Wireless Service Facility, Lattice: A tower that is self-supporting with multiple legs and cross-bracing of structural steel and that is designed to support PWSF antennas. Lattice PWSFs shall not be considered Alternative Structures for the purpose of this Zoning Ordinance.

Personal Wireless Service Facility, Monopole: A single, upright pole, engineered to be self-supporting and requiring no guy wires or lateral cross-members and that is designed to support PWSF antennas. Monopoles shall not be considered Alternative Structures for the purpose of this Zoning Ordinance.

Pet Boarding and Day Care Facility: A commercial establishment where domestic pets are temporarily housed within separate indoor units. This does not include the breeding, raising, or sale of animals. Pet grooming, training, veterinary care, or the sale of pet products may occur as accessory uses.

Place of Worship: A permanently located building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body to sustain public worship and related uses.

Planning Division: The Division within the City of Avondale Development Services Department responsible for planning, zoning and development related activities.

Plant Material: All vegetative landscaping material.

Plate Line: The point at which any part of the roof structure first touches or bears upon an external wall.

Primary Elevation: The side of a commercial, office, or industrial building or tenant suite that contains the main entrance. In instances where there is no singular main entrance, the primary elevation shall be the building's most significant side as determined by the Zoning Administrator.

Profession: An occupation involving the dispensation of a service that involves either some skill or knowledge, or that requires connections to other business not easily or readily available to the general public (examples are lawyers, architects, financial services, stockbrokers, detective agencies, engineers, land use planners, etc.) A distinction is made between purveyors of professions and purveyors of merchandise or repair of articles.

Property Line: See "Lot Line".

Public Art: Any work of art created by visual artists or public context designers that is sited in a public place for people to experience and encounter on a daily basis in the public sphere. Public art can include murals, outdoor sculptures or infrastructure such as public fixtures, furniture and other functional elements.

Public Art, Exterior: Art displayed in the region that is outside and in front of a building.

Public Art, Interior: Art displayed in the inner part of a building, including foyers and internal courtyards, that is accessible to the general public during all hours.

Public Service: A service performed for the benefit of the public, typically by a governmental entity or nonprofit organization.

Public Uses: Public use includes, but is not limited to: streets, highways, government buildings, parks, water reservoirs and treatment facilities, flood control, public theaters, safety facilities, bridges, public utilities, and canals.

Queuing Space: A temporary waiting area for motor vehicles generally associated with a drive-through use or egress from a site. Also known as "stacking space."

Recreational Vehicle: A vehicle designed and/or used for living or sleeping and/or recreational purposes and equipped with wheels to facilitate movement from place to place, including automobiles when used for living or sleeping purposes and including pick-up coaches (campers), motorized homes, boats, travel trailers and camping trailers, none of which meet the specifications required for a manufactured home.

Recreational Vehicle Park: Any lot, tract, or parcel of land used or offered for use in whole or in part for the rental of sites for the parking of three (3) or more recreation vehicles, but not including mobile home parks or subdivisions.

Rehabilitation Facility or Hospital: A facility or hospital that specializes in providing therapy and training for persons overcoming physical or mental illnesses. The center may offer occupational therapy, physical therapy, and special training such as speech therapy.

Resort: A group or groups of buildings containing more than five (5) dwelling units and/or guest rooms and providing outdoor recreational activities which may include golf, horseback riding, swimming, shuffleboard, tennis and similar activities. A resort may furnish services customarily furnished by a hotel, including a restaurant, cocktail lounge and convention facilities.

Restaurant, Drive-Through: A restaurant, most often a fast food restaurant, where prepared food and drink are sold for consumption by order from vehicular passengers outside the structure. Drive-through restaurants may also provide interior areas for ordering and dining.

Restaurant, Fast-Food: An establishment engaged primarily in the business of preparing food and purveying it on a self-service or semi self-service basis. Customer orders and/or service may be by means of a walk-up counter or window designed to accommodate automobile traffic. Consumption may be either on or off the premises.

Restaurant, Without Drive-Through: An establishment where food and beverage are served to the public on demand from a menu during stated business hours, served in reusable containers and dinnerware, to be consumed on the premises primarily inside the building at tables, booths, or counters, with chairs, benches, or stools, where food sales constitute more than fifty (50) percent of the gross sales receipts for food and beverages. Full service restaurants may provide take out service and/or outdoor seating as an accessory.

Retail: The business of selling personal property directly to the ultimate consumer for any purpose other than for resale.

Retention Basin: A basin designed for the retention of storm water, having a depth in excess of eighteen (18) inches and a permeable surface.

Right-of-Way: An area of land not on a lot or site that is dedicated for public or private use to accommodate a transportation system and/or public utility infrastructure (including but not limited to water lines, sewer lines, power lines and communication lines). In no case shall a right-of-way be construed to mean "easement."

Roof: A continuous solid sheathing cover on a structure, which provides protection from rain, wind, sun, or other natural elements.

Roof Line: The highest point of the main roof structure, not including cupolas, projections or other similarly minor raised portions of the roof.

Sanitary Landfill: A lot or part thereof used primarily for the disposal by abandonment, dumping, burial, burning, or other means and for whatever purpose, of garbage, sewage, trash, refuse, junk, discarded machinery, vehicles, or parts thereof, or nontoxic waste material of any kind.

School, Business: A school offering courses, especially at the graduate level, in economics, management, accounting, sales, etc.

School, Charter: A public school that serves as an alternative to a traditional public school, which is established and operated pursuant to ARIZ. REV. STAT. § 15-181 *et seq.*, as amended.

School, Elementary: A school including usually the first four (4) to the first eight (8) grades and often a kindergarten.

School, Pre-School: A school for children usually younger than those attending elementary school or kindergarten.

School, Primary: Same as elementary school.

School, Private: A school that is established, conducted and primarily supported by a nongovernmental entity.

School, Public: A free, tax-supported school controlled by a local governmental authority.

School, Secondary: A school intermediate between elementary school and college and usually offering general, technical, vocational, or college-preparatory courses.

School, Technical: A general term used for a two (2) year college that provides mostly employment-preparation skills for trained labor.

School, Vocational, Commercial, or Trade: A secondary school teaching specific skilled trades.

Screen Wall: See "Wall".

Seasonal Sale: The sale of seasonal or holiday-related merchandise at temporary locations, including but not limited to fireworks, Christmas trees and pumpkins. For the purposes of this Ordinance, seasonal sales shall also include the offsite sale at temporary locations of souvenirs, gifts and food incidental to a sporting event.
Service: Useful labor that does not produce a tangible commodity.

Setback: The shortest horizontal distance between a building, structure, wall, property line, parking lot, sign or any combination thereof as defined by the type of setback in this Ordinance.

Setback Line: A line designating the distance which a building or parking lot must be set back from a property line.

Sexually Oriented Business: An adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.

Sexually Oriented Business, Adult Arcade: Any place to which the public is permitted or invited wherein coin-operated, slug-operated, or for any form of consideration, or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, video or laser disc players, or other image-producing devices are maintained to show images to five (5) or fewer persons per machine at any one (1) time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas" and having a substantial portion of its stock in trade, books, magazines and other periodicals depicting, describing or relating to "specified sexual activities" or which are characterized by their emphasis on matter depicting, describing, or relating to "specified anatomical areas."

Sexually Oriented Business, Adult Bookstore/Adult Novelty Store/Adult Video Store: A commercial establishment which, as one (1) of its principal purposes, offers for sale or rental for any form of consideration any one (1) or more of the following: (A) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides or other visual representations which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; or (B) Instruments, devices, or paraphernalia that are designed for use in connection with "specified sexual activities." A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as adult bookstore, adult novelty store or adult video store. Such other business purposes will not serve to exempt such commercial establishments from being categorized as an adult bookstore, adult novelty store, or adult video store so long as one (1) of its principal business purposes is the offering for sale or rental for consideration the specified materials which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

Sexually Oriented Business, Adult Cabaret: A nightclub, bar, restaurant or similar commercial establishment that regularly features: (A) Persons who appear in a state of nudity or semi-nude; or (B) Live performances that are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or (C) Films, motion pictures, video cassettes, slides, or other photographic reproductions, that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

Sexually Oriented Business, Adult Motel: A hotel, motel or similar commercial establishment that:

A. Offers accommodations to the public for any form of consideration and which provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas" and which has a sign visible from the public right-of-way that advertises the availability of this adult type of photographic reproductions; or

B. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or

C. Allows a tenant or occupant of a sleeping room to sub rent the room for a period of time that is less than ten (10) hours.

Sexually Oriented Business, Adult Motion Picture Theater: A commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

Sexually Oriented Business, Adult Theater: A theater, concert hall, auditorium, or similar commercial establishment that regularly features persons who appear in a state of nudity or semi-nude, or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."

Sexually Oriented Business, Escort: A person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

Sexually Oriented Business, Escort Agency: A person or business association who furnishes, offers to furnish or advertises to furnish escorts as one (1) of its primary business purposes for a fee, tip, or other consideration.

Sexually Oriented Business, Establishment: Includes, with respect to Section 10 only, any of the following:

A. The opening or commencement of any sexually oriented business as a new business.

B. The conversion of an existing business, whether or not a sexually oriented business, into any sexually oriented business.

C. The additions of any sexually oriented business to any other existing sexually oriented business.

D. The relocation of any sexually oriented business.

Sexually Oriented Business, Nude Model Studio: Any place where a person who appears semi-nude, in a state of nudity, or who displays "specified anatomical areas" and is provided to be observed, sketched, drawn, painted, sculptured, photographed or similarly depicted by other persons who pay money or any form of consideration. Nude model studio shall not include a proprietary school licensed by the state of Arizona or a college, junior college or university supported entirely or in part by public taxation; a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation, or in a structure:

A. That has no sign visible from the exterior of the structure and no other advertising that indicates a nude or semi-nude person is available for viewing;

B. Where, in order to participate in a class, a student must enroll at least three (3) days in advance of the class; and

C. Where no more than one (1) nude or semi-nude model is on the premises at any one (1) time.

Sexually Oriented Business, Nudity or a State of Nudity: The showing of the human male or female genitals, pubic area, vulva, anus, anal cleft or cleavage with less than a fully opaque covering, the showing of the female breast with less than a fully opaque covering of any part of the nipple, or the showing of the covered male genitals in a discernibly turgid state.

Sexually Oriented Business, Semi-nude or in a Semi-Nude Condition: The showing of the female breast below a horizontal line across the top of the areola at its highest point or the showing of the male or female buttocks. This definition shall include the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast, exhibited by a dress, blouse, skirt, leotard, bathing suit, or other wearing apparel provided the areola is not exposed in whole or in part.

Sexually Oriented Business, Sexual Encounter Center: A business or commercial enterprise that, as one (1) of its principal business purposes, offers for any form of consideration:

A. Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

B. Activities between male and female persons and/or persons of the same sex when one (1) or more of the persons is in a state of nudity or semi-nude.

Sexually Oriented Business, Specified Anatomical Areas:

A. The human male genitals in a discernibly turgid state, even if completely and opaquely covered; or

B. Less than completely and opaquely covered human genitals, pubic region, buttocks, or a female breast below a point immediately above the top of the areola.

Sexually Oriented Business, Specified Criminal Activity: Any of the following offenses:

A. Prostitution or promotion of prostitution; dissemination of obscenity; sale, distribution or display of harmful material to a minor; sexual performance by a child; possession or distribution of child pornography; public lewdness; indecent exposure; indecency with a child; engaging in organized criminal activity; sexual assault; molestation of a child; gambling; or distribution of a controlled substance; or any similar offenses to those described above under the criminal or penal code of other states or countries;

B. For which:

1. Less than two (2) years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a misdemeanor offense;

2. Less than five (5) years have elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date, if the conviction is of a felony offense; or

3. Less than five (5) years have elapsed since the date of the last conviction or the date of release from confinement for the last conviction, whichever is the later date, if the convictions are of two (2) or more misdemeanor offenses or combination of misdemeanor offenses occurring within any twenty four (24) month period.

C. The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant or a person residing with the applicant.

Sexually Oriented Business, Specified Sexual Activities: Any of the following:

A. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;

B. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, masturbation, or sodomy; or

C. Excretory functions as part of or in connection with any of the activities set forth in A and B above.

Sexually Oriented Business, Substantial Enlargement of: The increase in floor area occupied by the business by more than twenty five (25) percent, as the floor area existed on July 17, 2002.

Sexually Oriented Business, Transfer of Ownership or Control of: Includes any of the following:

A. The sale, lease, or sublease of the business;

B. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or

C. The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

Shrub: A woody plant that has several stems that rise from the ground level.
Sidewalk Café: An area adjacent to and directly in front of a street-level eating or drinking establishment located within the sidewalk area or pedestrian plaza area of the public right-of-way or other pedestrian space and used exclusively for dining, drinking and pedestrian circulation.

Sign: Any display of any letter, numeral, figure, emblem, picture, outline or character visible to the eye. The definition shall include any device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public, but not including any flag, badge or insignia of any government or governmental agency, or of any civic, charitable, religious, patriotic, fraternal or similar organization, and further not including any item of merchandise normally displayed within a shop window of a merchant.

Sign, Abandoned: Any sign that no longer correctly directs a person to or advertises a bona fide business, lessor, owner, product, activity conducted, or product available on the premises where such sign is displayed.

Sign, Address: A sign designed to display the number or other designation assigned to a housing unit, business establishment or other structure for purposes of mail delivery, emergency services and similar purposes.

Sign, A-Frame: A temporary/portable sign constructed in such a manner as to form an "A" or tent-like shape.

Sign, Animated: Any sign that includes action, motion, or color changes of all or any part of the sign facing that is powered by electrical energy or set in motion by movement of the atmosphere, excluding flags.

Sign, Area of: See Section 906 below.

Sign, Banner: A temporary sign made of fabric, plastic, or other light, pliable, weather-resistant material, not enclosed in a rigid frame.

Sign, Blade: A small, pedestrian-oriented sign that is hung beneath a canopy for the purpose of business identification.

Sign, Box Cabinet: A sign that contains two (2) dimensional text and/or logos painted on or otherwise affixed to a panel, usually lexan, and attached to a cabinet. This definition shall not include custom cabinet signs, which by definition include a minimum of three (3) graphic levels to create depth and add visual interest.

Sign, Center Identification Wall: A sign located on the exterior wall of a building used to identify only the name of a shopping center or office complex that is placed on building frontages that are not occupied by any tenant and that is common building space, such as a common lobby or open breezeway.

Sign, Classic: A sign (freestanding, building-mounted or otherwise) that is determined by the City Council to be of extraordinary significance to the City's history and identity and that possesses unique physical design characteristics.

Sign, Community Kiosk: A City managed off-premise sign designed to provide directional information to residential developments, community facilities and attractions.

Sign, Contractor: A temporary sign identifying an architect, engineer, contractor, subcontractor or material supplier who participates in construction on the property on which the sign is located.

Sign, Custom Cabinet: A sign composed of a minimum of three (3) graphic levels, each level a minimum of two (2) inches deep, mounted to a custom, non-rectangular cabinet.

Sign, Directional: A sign of non-commercial nature that indicates access to parking and loading areas or indicates traffic circulation patterns, or which indicates the location of public or educational institutions, historical areas or structures or public parks, but which specifically does not include the name or logo of any commercial business.

Sign, Directly Illuminated: Any sign designed to provide artificial light through exposed lighting on the sign face, such as neon. This definition shall not include internally illuminated pan channel or other similar internally illuminated signs.

Sign, Directory: A sign designed to show the relative location of several activities within a shopping center, office park, commerce park, apartment complex or other multi-tenant master planned development.

Sign, Drive-Through Menu Board: A wall or freestanding sign that lists the products and prices of products for items available at drive-through facilities, often containing a two (2) way communication device used by customers to place an order.

Sign, Electrical: Any sign or advertising device that has electrical wiring in or attached to it.

Sign, Electronic Message Display: A sign or portion of a sign consisting of a video screen or similar technology displaying a fixed and/or varying message and which changes through electronic means.

Sign, Embellishment: Anything that enhances the appearance of a freestanding sign without having a functional purpose. For the purpose of this Ordinance, embellishment does not include any symbol, representation, logo, insignia, illustration or other form of advertising message for any business on site, but may include a the name and/or symbol, representation, logo or insignia of a master planned shopping center, office park, commerce park or other master planned multi-tenant development.

Sign, Flag: Any fabric or other flexible material designed to be flown from a flagpole or similar device.

Sign, Freestanding: A sign anchored directly to the ground or supported by one (1) or more posts, columns or other vertical structures or supports, and not attached to or dependent for support from any building.

Sign, Freeway Pylon: A freestanding sign designed and oriented to attract the attention of freeway drivers to a commercial or mixed-use development site directly abutting a freeway right-of-way.

Sign, Fuel Price: A variable message sign used by vehicle fueling stations to identify the type, grade and price of fuel being sold.

Sign, Future Development: A temporary sign that provides information about the future development of a property and may include a depiction of an approved site plan, approved building elevations and contact information for parties involved in the project.

Sign, Grand Opening: A temporary sign used to indicate the opening of a new business or residential community. Grand opening signs can take the form of pennants, banners, flags, inflatables, character or product likenesses, attention-attracting media and devices, and other inanimate non-merchandise displays.

Sign, Height of: The vertical distance measured from the adjacent street grade or upper surface of the curb, whichever permits the greatest height, to the highest point of said sign, excluding embellishment.

Sign, Ideological: A temporary sign that announces or supports the personal views of the property owner or tenant of the parcel on which the sign is located.

Sign, Illegal: Any sign that does not meet at least one (1) of the following conditions:

A. Allowed by Zoning Ordinance Section 9 and not requiring a permit.

B. Allowed by Zoning Ordinance Section 9 with a permit, and carrying a valid permit.

C. Not allowed by Zoning Ordinance Section 9, but legalized by variance and proper permit.

D. Not allowed by Zoning Ordinance Section 9, but approved as part of a comprehensive sign plan associated with a Planned Area Development (PAD) or through a development agreement.

E. A legal nonconforming sign as defined in this Ordinance.

Sign, Indirectly Illuminated: A sign that contains a source of illumination wholly within the sign that makes the design visible at night by means of lighting the background upon which free-standing characters or letters are mounted, but for which the source of illumination is not visible. The characters or letters themselves shall be opaque, and are silhouetted against the background.

Sign, Interim Business Identification Banner: A temporary banner used to identify a business only during the time period a permanent wall sign is being designed, constructed and installed.

Sign, Internally Illuminated: A sign that contains a source of illumination located wholly inside the sign, designed to make the sign content visible at night by means of light being transmitted through a translucent material, but for which the source of illumination is not visible.

Sign, Leading Edge: The portion of a free standing sign or the base of the sign that is nearest to a property line.

Sign, Legal Non-Conforming: Any sign that is not allowed under Section 9, but which, when first constructed, was legally allowed by the City of Avondale or the political subdivision then having the control and regulation over construction of such sign.

Sign, Low Profile Wall Identification: A type of wall sign identifying the name and/or address of a master planned commercial, employment or mixed use development that is used to create a sense of place, but which shall not be used for advertising purposes.

Sign, Maintenance of: The replacing or repairing of a part or portion of a sign made unusable by ordinary wear and tear or by damage beyond the control of the sign's owner.

Sign, Model Home: A temporary sign that serves to draw attention to a builder's sales office and/or model home site.

Sign, Monument: A freestanding sign where the base of the sign structure is on the ground or a maximum of twelve (12) inches above the adjacent grade and the width of the top of the sign structure is no more than one hundred twenty (120) percent the width of the base, and which is designed to complement the architecture of buildings on the site and which contains tenant information and the address of the building(s) it supports.

Sign, Multi-Tenant Monument: A monument sign that serves as a common or collective identification for two (2) or more uses on the same site and containing tenant information and address and the name of the shopping center, office park or other multiple user development type that it serves.

Sign, Off-Premise: A sign or similar structure that portrays information and directs attention to a business, commodity, service, entertainment venue or product not located on the premises upon which the sign is located.

Sign, Open House: A temporary sign used to advertise the sale of a house and direct traffic to the house for sale, which is typically placed offsite in proximity to the house for sale.

Sign, Permanent: A sign that is intended to be and is so constructed as to be of lasting and enduring condition, remaining unchanged in character, condition (beyond normal wear) and position.

Sign, Pole: A freestanding sign where the width of the top of the sign structure is over one hundred twenty (120) percent wider than the width of the base.

Sign, Political: A temporary sign announcing or supporting candidates or issues in connection with any national, state or local election.

Sign, Portable: Any sign not permanently affixed to the ground or structure on the premises it occupies.

Sign, Portable Religious Assembly: A portable sign, often located offsite, used to display the time and date of religious services at a nearby place of worship and to direct people to said place of worship.

Sign, Projecting: Any sign attached to a building or other structure that extends in whole or in part more than fifteen (15) inches beyond the building line. Where permitted by Section 9, projecting signs, excluding blade signs, shall be considered wall mounted signs for the purpose of calculating area.

Sign, Raceway: An electrical enclosure that may also serve as a mounting structure for a sign.

Sign, Real Estate: A temporary sign indicating the availability for sale, rent, or lease of a specific parcel, building, or portion of a building, along with contact information for the associated property owner or real estate broker.

Sign, Single-Tenant Monument: A monument sign that identifies the name, address and tenant information of a single user development.

Sign, Special Promotion: A temporary sign used to advertise a sale event or other similar special promotion that can take the form of pennants, banners, flags, inflatables, character or product likenesses, attention-attracting media and devices, and other inanimate non-merchandise displays. Search lights may also be considered Special Promotion Signs.

Sign, Stroke Width: The width of the major lines comprising a letterform.

Sign Structure: The supports, uprights, braces and framework of a sign.

Sign, Subdivision Identification: A sign, by means of symbol or name, that identifies a residential community, but which does not include information used for a commercial purpose, including leasing rates, phone numbers or similar information.

Sign, Temporary: A sign not intended or designed for permanent display.

Sign, Theater: A variable message sign used by motion picture and performing arts theaters to announce current attractions, show times and onsite events.

Sign, Variable Message: A sign or portion of a sign designed to allow the immediate and frequent change of copy by manual, mechanical or electronic means.

Sign, Vehicle: A sign mounted, pasted, painted or drawn on any vehicle, whether motorized or drawn, that is placed, parked, or maintained at one (1) particular location for the express purpose and intent of promotion or conveying an advertising message.

Sign Walker: A person who wears, holds or balances a commercial sign for the explicit purpose of promoting a business.

Sign, Wall Mounted: A sign mounted to the wall of a building or structure.

Sign, Way-Finding: A temporary, removable sign intended to allow businesses located within pedestrian-oriented environments to identify a business name and/or the service being provided.

Sign, Window: A sign affixed to the interior or exterior of a window, or any sign located inside a building within six (6) feet of the interior side of the window and displayed so as to attract the attention of persons outside the building.

Single User Development: Any lot and single-tenant building that is not part of a master planned development or multi-tenant non-residential development.

Site Area, Gross: The total ground area located within the property lines of a site, including any proposed portions to be dedicated for public use as streets, alleys, easements, or other.

Site Area, Net: The remaining ground area of the gross site area after deleting all portions for proposed perimeter right-of-ways and alleys.

Site Plan: A plan prepared to scale showing all the uses proposed for a specific property showing all buildings, structures, signs, off-street parking layout, loading spaces, points of ingress and egress, fences, walks, refuse locations, and any additional information which may be necessary to clearly define the intended use of the property. For the purposes of Site Plan review as defined by this Ordinance, a Site Plan may also be meant to include one (1) or more of the following items, as determined by the Zoning Administrator or designee: landscape plan, exterior building wall elevation plan, preliminary grading and drainage plan, preliminary utility plan, lighting plan, and other plans deemed necessary by the Zoning Administrator or designee.

Special Event: A temporary outdoor event, excluding "Seasonal Sales" as defined by this Ordinance and also excluding temporary outdoor uses occurring in the Major Sports & Entertainment Zoning District. Examples of special events include carnivals, circuses, and outdoor sales events.

Specialty Retail: Retail establishments that specialize in one (1) type or line of merchandise. Such establishments could include, but are not limited to, apparel stores, jewelry stores, bookstores, or stationary stores.

Specialty Sales: The act of selling items classified as "specialty retail."

Specialty Services: Establishments whose primary activity is the provision of assistance without the production of a tangible commodity to individuals, businesses, industry, government, or other enterprises.

Story: A space in a building between the surface of any floor and the surface of the floor next above, or if there be no floor above, then the space between such floor and the ceiling or roof above.

Street: A public thoroughfare or right-of-way dedicated, deeded or condemned for use as such, other than an alley, which affords the principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare.

Street Tree: Any tree, shrub, bush, and all other woody vegetation on public rights-of-way land lying between property lines on either side of all streets, avenues or boulevards within the City.

Structure: Any piece of work artificially built up or composed of parts joined together in some definite manner.

Subdivision: Has the meaning set forth in ARIZ. REV. STAT. § 9-463-02, as amended.

Substance Abuse Detoxification Center: An inpatient health facility staffed by medical professionals providing therapy and/or rehabilitation for substance-dependent individuals. Methadone distribution centers are included.

Substance Abuse Treatment Center: A health facility providing therapy and/or rehabilitation for substance-dependent individuals on an outpatient basis. Methadone distribution centers are included.

Suburban Development: A form of development that is designed to accommodate personal automobile use, characterized by medium residential densities, internally focused subdivisions with curvilinear streets and limited connectivity to surrounding residential neighborhoods and shopping centers with surface parking lots visible from adjacent streets.

Surplus Store: A store selling items that are used, or purchased but unused, and no longer needed. The surplus is often military, government or industrial excess. A surplus store may also sell items that are past their use by date.

Tandem Parking: The placement of parking spaces one (1) behind the other, so that the space nearest the driveway or street access serves as the only means of access to the other space.

Thrift Store: A retail store that specializes in the sale of previously-owned and/or used goods and merchandise that has been donated. Thrift stores are distinct from consignment shops, pawn shops and non-consignment secondhand retail stores.

Townhouse: A single-family dwelling unit, with a private entrance, that is part of a structure whose dwelling units are attached horizontally in a linear arrangement, and having a totally exposed front and rear wall to be used for access, light and ventilation.

Trailer: Any towed vehicle that does not fall under the definitions of mobile home or recreational vehicle.

Transmitting Tower: An unmanned structure that transmits or receives communications by electromagnetic or optical means, such as a radio antenna, television antenna, radar station, or microwave tower, but excluding PWSFs.

Tree: A woody plant that has a single or multiple trunk(s) at ground level.

Tree Height: A tree measurement from the ground to the topmost portion of the tree. On small, multi-trunked trees, tree height is measured to the top of the main body of the crown.

Tree Topping: The cutting back of limbs larger than one (1) inch in diameter to a point between branch collars/buds within the tree's crown. Also referred to as hat racking, heading and pollarding.

Truck Stop: A service station primarily oriented to servicing of trucks and tractor trailers and which may include restaurants, retail activities and truck repair services.

Turf: Continuous plant coverage consisting of grass species that is mowed to maintain an established height.

University: An institution of higher learning providing facilities for teaching and research and authorized to grant academic degrees.

Use: The conduct of an activity or the performance of a function or operation, on a site or in a building or facility.

Urban Agriculture: The growing, washing, packaging, and storage of fruits, vegetables, and other plant products for wholesale or retail sales within close proximity to where a community of people lives.

Urban Development: A form of development generally characterized by higher residential densities and integrated commercial and industrial land uses connected by multiple transportation modes, with a particular emphasis on pedestrians and transit users.

Urgent Care Center: A facility dedicated to the delivery of medical care outside of a hospital emergency department, usually on an unscheduled, walk-in basis. Urgent care centers are primarily used to treat patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room, with no accommodations for overnight stays.

Variance: A license, granted by the Board of Adjustment to deviate from certain limited provision of the City Zoning Ordinance.

Video Arcade or Game Room: An establishment having six (6) or more coin-operated devices for the amusement of its patrons, but specifically excluding an Adult Arcade.

View Fence: Decorative wrought iron fence panels with vertical pickets that present an opening of four (4) inches or less and are designed as an integral part of the wall.

Wall Height: The height measured at the highest adjacent grade located within five (5) feet of the wall.

Wall (Screen Wall): A solid barrier designed and constructed so as to conceal areas used for refuse, mechanical equipment, parking and service and loading bays from street and public view and to separate potential incompatible land uses.

Warehousing: The storage and distribution of manufactured products, supplies, and equipment, but excluding bulk storage of materials that are inflammable or explosive or that present hazards or conditions commonly referred to as offensive.

Wholesaling: The selling and/or distributing of goods or merchandise to retailers, to industrial, commercial, institutional, or professional business users, to other wholesalers, or jobbers for resale to the ultimate consumer, but not to the general public. Wholesale to the public stores shall be considered, for the purposes of this Ordinance, retail uses.

Wine Bar: A bar that serves wine but does not serve beer or liquor.

Xeriscape: A landscaping method that maximizes the conservation of water by the use of site-appropriate plants and an efficient watering system.

Yard: A required space on a lot, other than a court that is open and unobstructed to the sky (except as otherwise provided herein), and which is measured from a property line inward to the required setback specified herein for each zoning district.

Yard, Front: A yard extending across the full width of the lot and lying between the front line of the lot and the nearest line of the principal building.

Yard, Rear: A yard extending across the full width of the lot and lying between the rear line of the lot and the nearest line of the principal building.

Yard Sale: See Garage Sale.

Yard, Side: That portion of a lot lying between the side lot line of the lot and a line drawn through the nearest point of a principal building extending from the front yard to the rear yard, or in the absence of either of said yards from the front to the rear lot lines respectively.

Zoning Administrator: The person designated by the City Manager to interpret and enforce the Zoning Ordinance.

Zoo: A garden or park where wild animals are kept for exhibition.

104 Reserved

105 Development Review Procedures

A. Building Permit Required

No building or other structure, unless excepted by the International Building Code, shall be erected, moved, added to, or structurally altered without a building permit issued by the City. No building permit shall be issued except in conformity with the provisions of this Ordinance, which may require approval of an appeal or variance, a text or map amendment, conditional use permit or site plan.

B. Development Review Committee

1. The Development Review Committee is made up of the Zoning Administrator or designee and any other department representatives the Zoning Administrator deems necessary, including the Chief Building Official or designee, the City Engineer or designee, the Chief of Police or designee and the Fire Chief or designee. The Zoning Administrator or designee shall serve as secretary to the committee.

2. The Zoning Administrator shall determine which members of the Development Review Committee shall review each type of development application.

3. Development Review Committee members shall review and comment on development review items. Comments shall be provided to the Zoning Administrator or designee, who shall provide the comments of the Committee to the project applicant.

4. The Development Review Committee shall review and comment on materials submitted for Pre-Application Meetings and provide comments to the project applicant.

5. The Development Review Committee shall conduct Pre-Application Meetings as necessary.

C. Pre-Application Meeting

Prior to submittal of an application for any of the development review procedures outlined herein, a Pre-Application Meeting with the Zoning Administrator or designee or with the Development Review Committee is required. In order to ensure that information provided at a Pre-Application Meeting is current, a formal application shall be submitted to the Planning Division not later than six (6) months after the date of the Pre-Application Meeting or the Zoning Administrator shall have the authority to require a new pre-application meeting prior to submittal of the application. The purpose of the pre-application meeting is:

1. To familiarize the Development Review Committee with the request.

2. To identify land use and development policies that may affect the request.

3. To familiarize the applicant with the review and approval process.

4. To provide the applicant with Planning application(s) and checklist(s) of required submittal material for the project.

D. **Application**

The Zoning Administrator shall create applications for the development types outlined herein, which shall outline the required deliverables. No application shall be accepted without all deliverables listed on the application as indicated by the Zoning Administrator or designee.

E. **Closure**

In order to ensure that developments are reviewed against the most current standards and regulations, the Zoning Administrator shall have the authority to close any applications that have been inactive for more than one (1) year. Any further processing of an application that has been closed shall require a new application to be filed, in accordance with this Ordinance.

106 Administrative Actions

A. Zoning Administrator Powers and Duties

The Zoning Administrator shall:

1. Interpret the Zoning Ordinance, including but not limited to, clarification of intention, determination and clarification of unspecified land uses, determination of zoning district boundaries and similar matters.

2. Accomplish administrative actions, including preparation of reports, processing appeals, providing assistance to variance applicants and similar matters.

3. Serve as secretary to the Board of Adjustment and Planning Commission.

4. Undertake similar duties as may arise from time to time in the enforcement and interpretations of the Zoning Ordinance.

B. Zoning Interpretations

1. The Zoning Administrator or designee shall be responsible for interpretation of the Zoning Ordinance. Zoning Interpretations may be considered if there is a question of clarity for any development standard or other provision of this Ordinance, or a review is required within the land use matrix of a specified zoning district.

2. An application clearly stating the section requiring interpretation or the characteristics of the desired use and zoning district in which it is proposed to be located shall be submitted on a form prescribed by the Planning Division with the required fee before a Zoning Interpretation will be made. All requests for written interpretation shall be filed in the Planning Division.

3. The Zoning Administrator or designee shall issue written interpretation within fifteen (15) business days of the submission of a completed application and request for interpretation. All Zoning Interpretations shall be maintained in the Planning Division records.

C. Zoning Verifications

1. The Zoning Administrator or designee shall be responsible for the verification of the boundaries and requirements of Zoning Districts and Zoning Regulations.

2. An application clearly stating the location and property identification number(s) for the property or properties in question shall be submitted on a form prescribed by the Planning Division with the required fee before a Zoning Verification will be made. All requests for written verification shall be filed in the Planning Division.

3. Zoning Verification letters may contain the following information:
   a. Current zoning on the property or properties.

   b. Development standards required by the property's zoning district, including, but not limited to, building setbacks, maximum building height, lot coverage.

   c. Copies of Certificates of Occupancy.

   d. Verification of known building or Zoning Ordinance violations or failure to comply with development standards or development regulations.

4. Zoning Verification letters shall not certify legal non-conforming uses or act as legal authority with respect to legal interpretations such as vested rights.

5. The Zoning Administrator or designee shall issue written verification within fifteen (15) business days of the submission of a completed application and request for Zoning Verification. All Zoning Verifications shall be maintained in the Planning Division records.

107 Design Review

A. Applicability

Prior to or concurrent with the application for a building permit, a full site plan application shall be submitted for design review and approval by the Development Review Committee. This requirement shall apply to:

1. All new buildings and uses of land constructed or developed after August 30, 1990, except that single-family residences not located within a master planned subdivision shall not require design review.

2. Existing properties when a change in the distinguishing characteristics or primary features of the use of a building or land occurred after August 30, 1990. Such changes may include, but are not limited to, an increase in the size of the building or use or remodeling of an existing building. Criteria used to establish applicability may include, but are not limited to, an increase in parking requirements, a change in occupancy designation, a change in outside storage or other similar factors. Single-family

residences not located within a master planned subdivision shall not require design review.

B. Design Review Waiver

The Zoning Administrator or designee may waive the design review if it is determined that such review does not further the purposes of this Ordinance, even if the Applicability requirements of Section 107(A) are met.

C. Application

The applicant shall submit plans and drawings illustrating the proposed location of buildings, parking areas, loading and refuse areas, landscaping, drives, dimensions of improvements, drainage, typical elevations of buildings and all other improvements. The site plan shall be submitted in accordance with procedures and requirements established by the Zoning Administrator. The Zoning Administrator may request additional information concerning the property.

D. Notification

The applicant shall furnish the names and addresses and addressed, stamped envelopes for all property owners within five hundred (500) feet of the property. The Planning Division shall be responsible for mailing a notice of the site plan review within five (5) business days of the receipt of the application including the addressed, stamped envelopes, by the Planning Division to each owner of property situated wholly or partly within five hundred (500) feet of the property to which the site plan relates.

E. Review

1. The Planning Division shall refer the site plan to the Development Review Committee to determine compliance with this Ordinance and any other applicable codes, plans and standards.

2. The Development Review Committee shall have the authority to request modifications to the site plan and may approve conditions consistent with this Ordinance and any other applicable codes, plans and standards deemed necessary to protect the public health, safety and welfare.

F. Required Findings

1. The proposal is in conformance with all requirements of this Ordinance and any other applicable codes, plans and standards in place at the time the design review application is submitted.

2. The proposal is of high quality and furthers the City's aesthetic vision.

3. Adequate conditions of approval are imposed to ensure compatibility with the current or planned use of surrounding properties.

G. Approval

1. When the Development Review Committee has completed its review:

   a. Site plans for properties zoned CCD (City Center District) shall be forwarded to the Planning Commission for its review and recommendation, and then to the City Council for its review and decision. The Development Review Committee shall include a recommendation of approval, approval subject to stipulations, or denial for the site plan.

   b. Any site plan not requiring Planning Commission and City Council consideration specified in subsection 107(G)(1)(a) above shall be either: approved, approved with stipulations, or denied by the Development Review Committee.

2. A building permit shall not be issued for any project unless a site plan has been approved by the Development Review Committee or City Council, as outlined in this Ordinance.

3. All buildings, parking areas, landscaping and other improvements shall be constructed and installed in accordance with the approved site plan prior to issuance of a Certificate of Occupancy for the building or use.

4. An approved site plan shall be valid for a period of two (2) years. If a building permit has not been issued for a site within two (2) years after the date of site plan approval or if at any time a building permit is not valid or active for a site, the site plan shall be considered expired and a building permit shall not be issued for the site until a new site plan has been approved.

H. Extension

1. Prior to the expiration of the two (2) year time period, the property owner or authorized representative may submit an application for a site plan extension to the Planning Division. Site plan extension requests for site plans originally approved by the City Council shall be placed on the next available City Council agenda; site plans originally approved by the Development Review Committee shall be sent to the Zoning Administrator or designee for review.

2. A site plan extension shall only be granted if it is determined that all of the following requirements have been met:

   a. The site plan meets the requirements of this Ordinance and any other applicable codes, plans and standards in place at the time the site plan extension is requested, unless exempted by the City Council.

   b. The applicant has shown good cause for the delay.

c. The applicant has proposed a timeline to bring about the commencement of construction on the site.

3. If the required criteria have been met, the City Council or Zoning Administrator or designee, as applicable, may grant a maximum of two (2) extensions, each extension not to exceed a period of one (1) year. If at the end of the extension period a building permit has not been issued or is no longer valid, the site plan shall be considered expired.

I. Appeal

An appeal of the Development Review Committee's design review decision may be made within fifteen (15) business days of said decision. Upon written request of the applicant, the Zoning Administrator shall schedule the appeal hearing for regularly scheduled Planning Commission. The Planning Commission shall review the site plan and make a decision as to whether the required findings have been met and approve, approve with stipulations, or deny the appeal. A majority vote of the Planning Commission shall be necessary to make a finding on the appeal.

108 Administrative Relief

The Zoning Administrator or authorized designee may authorize relief of up to ten (10) percent of any development standard. For projects located within a revitalization area, the Zoning Administrator or authorized designee may authorize relief up to thirty (30) percent of any development standard and may also waive specific non-quantitative development requirements for single family homes. Any relief authorized will be documented with findings consistent with all of the requirements below and filed with the building permit records, subdivision case file or other Planning Division records:

A. An application by the property or on behalf of the owner was submitted on a form prescribed by the Zoning Administrator or authorized representative, and any applicable fees were paid.

B. Notice, by first-class mail, postmarked at least five (5) days prior to the determination, was given to adjacent property owners determined by the Zoning Administrator or authorized designee as potentially affected by the request.

C. The proposed improvement requiring relief will not be detrimental to the property requesting relief, any adjacent property or the City as a whole.

D. The relief requested is needed due to the unusually small size or irregular shape of the parcel.

E. The relief granted is the minimum required to meet the needs of the proposed improvement.

F. The relief shall not be contrary to the purpose and intent of this Ordinance.

109 Conditional Use Permit

Some uses that are not permitted by right in a zoning district may be acceptable as conditional uses. A site-specific review is required to determine if the location, design, scale and operation of the use is appropriate at given location. A Conditional Use Permit may only be granted for the conditional uses listed in each zoning category according to the procedure set forth below.

A. Process and Procedure

1. The designation of a use as a conditional use in a zoning district does not convey a right or constitute an assurance that the use will be approved. Each application will be evaluated for compliance with the required findings set forth below. The burden of proof for satisfying these findings rests with the applicant.

2. An application for a Conditional Use Permit shall be submitted on a form prescribed by the Planning Division with the required fee before the conditional use permit application can be processed.

3. The applicant shall conduct a neighborhood meeting in accordance with Section 113 below. The following notifications are required to be completed by the applicant prior to the neighborhood meeting:

    a. Mail notification, in accordance with subsection 114(A) below.

    b. Newspaper ad, in accordance with subsection 114(B) below.

    c. Public notice sign, in accordance with subsection 114(C) below.

4. The Planning Commission shall hold a public hearing and forward a recommendation to the City Council. The Planning Commission shall base its recommendation on whether or not the information provided is sufficient to meet the required findings. The following notifications are required to be completed by the applicant prior to the Planning Commission meeting:

    a. Mail notification, in accordance with subsection 114(A) below.

    b. Newspaper ad, in accordance with subsection 114(B) below.

    c. Public notice sign, in accordance with subsection 114(C) below.

5. The City Council shall hold a public hearing considering the information presented and may accept or reject the Planning Commission's recommendation with respect to whether the required findings have been met. The following notifications are required to be completed by the applicant prior to the City Council meeting:

    a. Mail notification, in accordance with subsection 114(A) below.

b. Newspaper ad, in accordance with subsection 114(B) below.

c. Public notice sign, in accordance with subsection 114(C) below.

6. The City Council shall have complete discretion to approve, conditionally approve, or deny a request for a Conditional Use Permit based upon its determination of whether the required findings (set forth in subsection 109(B) below) have been met.

B. Required Findings

A Conditional Use Permit may only be approved if all the following findings are met:

1. That the proposed use (a) is consistent with the land-use designation set forth in the general plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in the general plan and (c) will be consistent with the desired character for the surrounding area.

2. That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

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

C. Conditions Upon Approval

The approval of a Conditional Use Permit may be subject to conditions when necessary to mitigate the potential impacts of the use and ensure land use compatibility. These conditions may include, but are not limited to the following:

1. Additional requirements for setbacks, open space, screening, parking, lighting and landscaping.

2. Dedication of public rights-of-way, street improvements and the control of access points or on-site circulation to mitigate traffic impacts.

3. Limitations on the hours of operation, methods of operation, and phasing of site development.

4. Time limitations on the duration of the permit to determine if the use, after a temporary period of operation, is materially detrimental to the area or to evaluate

whether changed conditions in the neighborhood affect the compatibility of the use or its ability to continue to adequately mitigate the impacts on the surrounding area or the City as a whole.

D. Expiration

Unless otherwise stipulated, a Conditional Use Permit shall be void if the use approved therein is not commenced within twenty four (24) months after the date of approval. Once an approved conditional use has commenced, the Conditional Use Permit shall run with the land and continue to be valid regardless of ownership of the site or structure subject to the use permit application, so long as it operates within the conditions, stipulations and terms of the use permit approval.

E. Modification of Conditional Use Permit

A request to modify, expand, or otherwise change an approved Conditional Use Permit shall be reviewed and processed according to the procedures required for a new application.

F. Revocation

An approved Conditional Use Permit may be revoked by the City Council at a public hearing if the holder thereof fails to comply with the conditions or terms of approval for such Conditional Use Permit. The Zoning Administrator shall provide notice of the revocation hearing to the conditional use permit holder via certified mail. Additionally, notification of the revocation hearing shall be completed at the City's expense, to include a sign, legal advertisement, and mailing described in Section 114 below. The decision of the City Council with respect to such revocation shall be final.

G. Reapplication

If a conditional use permit has been denied or revoked, no application shall be accepted by the Zoning Administrator or designee for a conditional use permit that is (1) for the same or substantially similar use (2) located on the same site and (3) submitted within one (1) year from the date of the final denial or revocation.

110 Zoning Ordinance Text Amendment

The written regulations set forth in this Ordinance may be amended whenever deemed necessary to best serve the public health, safety and general welfare of the City. Amendments to the text of this Ordinance shall not be made except through the adoption of an amending Ordinance by the City Council after complying with State Law and following the procedures prescribed in this Section 110.

A. Process and Procedure

1. Requests for text amendments shall be submitted to the Planning Division on a form prescribed by the Planning Division with the required fee. The request may be

submitted by the Planning Division, the Zoning Administrator, the Planning Commissioner or by the City Council, under its own motion.

2. The applicant shall conduct a neighborhood meeting in accordance with Section 113 below. The applicant shall provide notification of the neighborhood meeting by subsection 114(B) below.

3. A request for a text amendment shall first be heard by the Planning Commission, which shall hold a public hearing and transmit a recommendation to the City Council containing reasons for such recommendation. The applicant shall provide notification of the Planning Commissioner meeting by newspaper ad, in accordance with subsection 114(B) below.

4. The City Council shall hold a public hearing and approve, approve with conditions, or deny the request for the amendment. The Applicant shall provide notification of the City Council meeting by newspaper ad in accordance with subsection 114(B) below.

5. The recommendation of approval of any amendment by the Planning Commission shall be void if the amendment has not been adopted by the City Council within one (1) year of the Planning Commission action.

B. Council Discretion

The City Council shall consider all of the information provided and may accept or reject the Planning Commission's recommendation. The City Council may approve or reject a Zoning Ordinance text amendment in its sole legislative discretion; provided that any such Amendment shall be consistent with the adopted General Plan.

111 Zoning Ordinance Map Amendments (Rezoning)

The boundaries of zoning districts set forth in the Zoning Map may be amended whenever deemed appropriate by the City Council. Amendments to the zoning map shall not be made except through the adoption of an amending Ordinance by the City Council and following the procedures prescribed in this Section 111.

A. Process and Procedure

1. Requests for map amendments shall be submitted to the Planning Division on a form prescribed by the Planning Division with the required fee. A Zoning Map amendment may be requested by the property owner of land proposed to be rezoned or by the Planning Division, the Zoning Administrator, the Planning Commission or by the City Council, under its own motion.

2. The applicant shall conduct a neighborhood meeting in accordance with Section 113 below. The following notifications are required to be completed by the applicant prior to the neighborhood meeting:

a. Mail notification, in accordance with subsection 114(A) below.

b. Newspaper ad, in accordance with subsection 114(B) below.

c. Public notice sign, in accordance with subsection 114(C) below.

d. Certificate of Adequate School Facilities, in accordance with subsection 114(D) below.

3. A request for a zoning map amendment shall first be heard by the Planning Commission, which shall hold a public hearing and transmit a recommendation to the City Council containing reasons for such recommendation. The following notifications are required to be completed by the applicant prior to the Planning Commission:

a. Mail notification, in accordance with subsection 114(A) below.

b. Newspaper ad, in accordance with subsection 114(B) below.

c. Public notice sign, in accordance with subsection 114(C) below.

4. The City Council shall hold a public hearing and approve, approve with conditions, or deny the request for the amendment. The following notifications are required to be completed by the applicant prior to the City Council meeting:

a. Mail notification, in accordance with subsection 114(A) below.

b. Newspaper ad, in accordance with subsection 114(B) below.

c. Public notice sign, in accordance with subsection 114(C) below.

5. If the owners of twenty (20) percent or more of lots, calculated according to ARIZ. REV. STAT. § 9-462.04(H), as amended, file a protest in writing against a proposed amendment, it shall not become effective except by the favorable vote of three-fourths (3/4) of all members of the City Council. If any members of the City Council are unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths (3/4) of the remaining membership of the City Council, provided that such required number of votes shall in no event be less than a majority of the full membership of the City Council. Written protests must be submitted to the Planning Division not later than seventy two (72) hours prior to the City Council hearing.

6. In the event an application is denied by the City Council or withdrawn after the Planning Commission hearing, the City Council shall have the authority to refuse to accept another application for any amendment on the same property or part thereof, for a period of one (1) year from the date of denial.

7. The recommendation of approval of any amendment by the Planning Commission shall be void if the amendment has not been adopted by the City Council within one (1) year of the Planning Commission action.

B. Council Discretion

The City Council shall consider all of the information provided and may accept or reject the Planning Commission's recommendation. The City Council may approve a Zoning Ordinance map amendment in its sole legislative discretion; provided that any such amendment shall be consistent with the land use designation, goals and objectives of the adopted General Plan and any applicable Specific Plans.

C. Conditions for Approval

The Planning Commission may recommend and the City Council may approve a map amendment conditioned as deemed necessary by the City Council in its sole discretion. Any condition of zoning shall be set forth in the Ordinance amending the zoning text or map. All conditions of zoning approval shall become part of the regulations governing the use of the property. No building permits shall be issued except in conformity with the conditions of zoning approval.

112 Variances and Appeals

A. Variance

A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with the hardship criteria established in ARIZ. REV. STAT. § 9-462.06(G)(2), as amended. Pursuant to ARIZ. REV. STAT. § 9-462.06(H), as amended, no use variance or variance based upon self-imposed hardship shall be granted.

1. Process and Procedure:

   a. Requests for variances shall be submitted to the Planning Division on a form prescribed by the Planning Division with the required fee and submittal materials.

   b. The Board of Adjustment shall conduct a hearing on the variance pursuant to the procedures established in ARIZ. REV. STAT. § 9-462.06, as amended. The Board of Adjustment shall convene for a hearing within sixty (60) days of the acceptance of the application by the Planning Division. The following notifications are required to be completed by the applicant prior to the Board of Adjustment meeting:

      i. Mail notification, in accordance with subsection 114(A) below.

      ii. Newspaper ad, in accordance with subsection 114(B) below.

iii. Public notice sign, in accordance with subsection 114(C) below.

c. Once a variance is approved by the Board of Adjustment, it is effective and shall run with the land subject to the limitations set forth in this Ordinance.

2. Required Findings:

The Board of Adjustment may grant a variance only after all of the findings set forth below have been met:

a. There are special circumstances or conditions applicable to the property, including size, shape, topography, location or surroundings.

b. Due to these special circumstances, the strict interpretation of the Zoning Ordinance would deprive the property of privileges enjoyed by surrounding properties of the same classification in the same zoning district.

c. The proposed variance is the minimum necessary to alleviate the hardship.

d. Granting the variance will not (i) change any of the uses permitted in the zoning classification or zoning district (ii) make any changes in the terms of the Zoning Ordinance or (iii) be detrimental to the property, neighboring properties, the neighborhood or the community in general.

e. The hardship created by the Zoning Ordinance is more than a personal inconvenience or financial hardship and was not self-imposed.

3. Appeals of Board Decisions

Any appeal from any decision rendered by the Board of Adjustment shall conform to the criteria and process as established in ARIZ. REV. STAT. § 9-462.06(K), as amended. Said appeal shall be filed within thirty (30) days after the Board of Adjustment has rendered its decision.

B. Appeals of Decisions of the Zoning Administrator

1. Process and Procedure:

a. A notice of appeal of an administrative decision or interpretation by the Zoning Administrator shall be submitted by the applicant through the Zoning Administrator to the Board of Adjustment within fifteen (15) days from the date of the decision. The Board's scope of review shall be limited to determining whether the decision or interpretation by the Zoning Administrator was in accordance with the intent and requirements of this Ordinance. The Board shall affirm or reverse the decision of the Zoning Administrator.

b. The Board shall conduct a public hearing on the appeal pursuant to the procedures established in ARIZ. REV. STAT. § 9-462.06, as amended. The Board

shall convene for a hearing within sixty (60) days of the acceptance of the application by the Zoning Administrator or authorized designee. The following notifications are required to be completed by the applicant prior to the Board of Adjustment meeting:

i. Mail notification, in accordance with subsection 114(A) below.

ii. Newspaper ad, in accordance with subsection 114(B) below.

iii. Public notice sign, in accordance with subsection 114(C) below.

2. Appeals of Board Decisions:

Any appeal from any decision rendered by the board shall conform to the criteria and process as established in ARIZ. REV. STAT. § 9-462.06(G)(1), as amended. Said appeal shall be filed within thirty (30) days after the board has rendered its decision.

113 Neighborhood Meeting

The Neighborhood Meeting is an opportunity for the applicant to meet with citizens and other interested parties to share details of the planning approval request and receive comments regarding the proposal. Neighborhood Meetings shall conform to the following standards:

A. The Zoning Administrator or designee shall notify applicants when they may proceed with a neighborhood meeting, and applicants shall work with the Zoning Administrator or designee to schedule the neighborhood meeting date, location, and time that is convenient for citizens.

B. The neighborhood meeting shall be held as early in the review process as feasible to give citizens ample opportunity to comment on the development, but late enough in the review process to ensure that the proposal will not significantly change between the Neighborhood Meeting and the start of the adoption process.

C. The neighborhood meeting shall be held a minimum of fifteen (15) calendar days prior to the first public hearing before the Planning Commission.

D. The applicant shall arrange for the facilities and bear all costs associated with the meeting, including all required notifications.

E. Neighborhood Meetings shall be scheduled between Monday and Thursday after 6:00 pm to ensure the majority of residents can attend.

F. Neighborhood Meetings shall be held within the corporate limits of the City of Avondale.

G. Within four (4) business days of any neighborhood meeting, the applicant shall provide a report summarizing any questions, issues or concerns expressed at the meeting and copy of the sign-in sheet from the neighborhood meeting showing all who attended.

114 Public Notification

In order to encourage and enhance citizen participation in the development process and to comply with state law, the City of Avondale requires notifications in advance of required Neighborhood Meetings, Planning Commission Meetings, Board of Adjustment Meetings, and City Council Meetings.

A. Mail Notification

1. The applicant shall send a notice by first class mail, not less than fifteen (15) calendar days prior to the date of each meeting, to each property owner within five hundred (500) feet of the subject property. The public notice shall include a description of the request, a conceptual development plan (if applicable), the general location of the request and the date, time, and place of the hearing/meeting. The Zoning Administrator shall provide the wording for the required mail notification to the applicant.

2. Where land that is the subject of a proposed change abuts or affects adjacent municipalities or unincorporated areas of the county, copies of the notice of public hearing shall be transmitted to the planning agency of the appropriate jurisdiction.

3. Within four (4) business days after the mailing deadline, the applicant shall provide a copy of the Written Notice, as well as a notarized affidavit stating that the Written Notice was mailed in accordance with this Ordinance.

B. Newspaper Advertisement

1. The applicant shall publish a public notice in a display ad covering not less than one-eighth (1/8) of a full page in an official local newspaper of general circulation in the City of Avondale (as determined by the Zoning Administrator), no less than fifteen (15) days prior to the date of each meeting.

2. The public notice shall include a description of the request, the general location of the request and the date, time, and place of the hearing. The Zoning Administrator or designee shall provide the wording for the required newspaper advertisement to the applicant.

C. Public Notice Sign

1. The applicant shall post a public notice sign at one (1) or more prominent locations on the site as determined by the Zoning Administrator or designee at least fifteen (15) days prior to the neighborhood meeting or, in the case of Variances and Appeals, at least fifteen (15) days prior to the Board of Adjustment meeting. The Zoning Administrator or designee shall provide a template of the required notice sign to the applicant.

2. The sign shall be a minimum of four (4) feet by eight (8) feet in size.

3. The sign shall be double-sided and attached to two (2) four (4)-inch by four (4) inch by eight (8) foot wood posts, constructed of either laminated plywood or medium density overlay (MDO) board. The sign shall be placed perpendicular to the street, unless it is not feasible to place the sign perpendicular to the street, in which case the Zoning Administrator or designee shall determine the more appropriate location to place the sign.

4. The color of the sign shall be white with black lettering. Updates with Planning Commission and City Council information shall be in bold lettering.

5. All information shall be evenly spaced and organized in a readable manner:

   a. The phrase "City of Avondale Public Hearing Notice" shall be printed at the top of the sign in a minimum letter size of four (4) inches.

   b. The sign shall contain the case number, project location, description of the request, time, date and location of the scheduled meetings and contact for the City of Avondale. For all applications that require Planning Commission and City Council hearings, if the date, time, and location of the Planning Commission and City Council hearings are unknown at the time of posting, adequate space shall be reserved on the sign to be updated when that information is known. Lettering for this text shall be a minimum of three (3) inches.

   c. It is the applicant's responsibility to keep the sign updated, free of graffiti and to remove the sign within seven (7) calendar days of final action by the City Council.

   d. Within four (4) business days of sign posting, the applicant shall provide pictures of each Public Notice Sign showing the date and time at which the picture was taken, as well as a notarized affidavit stating that each Public Notice Sign was posted in accordance with this Ordinance.

6. It shall be the responsibility of the applicant to remove the sign(s) within one (1) week after the final disposition of the case.

D. Proof of Adequate School Facilities

1. The applicant shall notify all applicable school districts within four (4) business days of the submittal of a Zoning Map Amendment request involving a residential component.

2. The applicant shall provide the Planning Division with a letter from all applicable school districts indicating that the applicant has contacted and met with the school district and the outcome of the meeting. Such letter shall be submitted to the Planning Division not less than fourteen (14) days prior to the scheduled Planning Commission meeting.

3. The applicant shall provide the Planning Division with a Certificate of Adequate Schools facility filled out by the school district not less than fourteen (14) days prior to the scheduled Planning Commission meeting.

115 Applications and Fees

A. Applications

1. Applications for variances, appeals, conditional use permits, Zoning Ordinance text amendments, Zoning Map amendments, design review, development plans, design review waivers, administrative relief, seasonal sales permits, house plans, zoning interpretations, zoning verifications, sign permits, and amendments and/or extensions of the above shall be submitted on a form prescribed by the Planning Division with the required fee.

2. The Planning Division shall include with the required applications a list of all items typically required for review. At the time of pre-application meeting, the Zoning Administrator or designee shall determine which items will be required to accompany the application at the time of submittal, at a minimum.

3. Incomplete applications shall not be processed.

B. Fees

1. Fees for all applications pursuant to this Section shall be as determined by the City Council as part of the City's annual budget or by separate resolution. A copy of the then-current adopted fee schedule shall be maintained at all times in the Planning Division.

2. If more than one (1) type of application is requested, the fee shall be the total of all fees for all applications.

3. Fees are non-refundable once submitted to the City.

4. The City of Avondale, when acting in its official capacity, shall be exempt from application fees for any application type authorized by this Ordinance.

SECTION 2 RESIDENTIAL DISTRICTS

Ordinance 1351-309; 1453-411

201 Purpose

The residential districts are designed to promote high quality neighborhoods that have a distinct character, superior aesthetics, desirable amenities, open space and landscaping to meet the needs and expectations of the City's residents. The Districts range from low to high density, with distinct lists of allowed uses, development regulations and design requirements. These regulations are intended to further the intent and policies of the City's General Plan and to promote the health, safety and welfare of the City's citizens and visitors.

The residential districts are grouped into six (6) categories, each with a specific purpose, as follows:

A. Agricultural - Agricultural (AG) Zoning District. The purpose of the Agricultural (AG) zoning district is to allow agricultural, ranching and related uses within the City. The District also serves as a holding zoning for land until suitable for rezoning and development.

B. Rural Residential - RR-43 and RR-18 Zoning Districts. The purpose of the RR-43 zoning district is to encourage and preserve low-density residential developments with low intensity agricultural operations in a growing area. The purpose of the RR-18 district is to encourage single family residential uses and provide a semi-rural character that includes the keeping of farm animals. The intent of the district is to provide an appropriate buffer between urban and agricultural lifestyles with livestock and animal provisions while fostering orderly growth and limiting nonresidential land uses to maintain a rural residential character.

C. Suburban Residential - R1-35 and R1-15 Zoning Districts. The purpose of these districts is to provide low-density, estate-type residential uses. The districts serve as a transition between agricultural uses and urban development.

D. Urban Residential - R1-8, R1-6 and R1-5 Zoning Districts. The purpose of these districts is to provide a variety of single family detached residential dwelling types at an urban density.

E. Multiple Family Residential - R-2, R-3 and R-4 Zoning Districts.

1. The R-2 Zoning District is intended to provide a transition from single family residential neighborhoods to a mixture of higher intensity land uses. Properties in this district are intended to be developed as single family detached and attached, townhomes and patio homes.

2. The R-3 Zoning District is intended to provide for townhome, condominium and apartment uses.

3. The R-4 Zoning District is intended to be located near high activity commercial areas of the City and providing for high intensity townhome, condominium, apartment, and loft apartments.

F. Manufactured Home Park - MH Zoning District. The purpose of the MH zoning district is to provide an alternative living style and dwelling type to conventional single-family and multi-family housing. Standards contained herein are designed to afford adequate separation of manufactured home units, screening and open space in order to enhance the park environment.

202 Land Use Matrices

The following land use matrices shows the uses, which are permitted outright (P), permitted with a conditional use permit (C), permitted with conditions (PC), permitted as accessory uses (A) or prohibited (-) in specific residential zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience. Where the text of this Zoning Ordinance differs from the land use matrix, the text shall prevail.

A. Single Family Districts

Land Use Matrix

LAND USE	AG	RR-43	RR-18	R1-35	R1-15	R1-8	R1-6	R1-5
Apiary	PC	PC	-	-	-	-	-	-
Bed and breakfast inn	-	C	-	C	-	-	-	-
Child care in the home for four (4) or fewer children not related to the residents as an accessory to the primary residential use of the dwelling.	P	P	P	P	P	P	P	P
Child care in the home for five (5) to ten (10) children not related to the residents as an accessory to the primary residential use of a dwelling.	C	C	C	C	C	C	C	C
Child Care Center in conjunction with a Place of Worship or School	C	C	C	C	C	C	C	C
Community garden, one acre or less	P	P	P	P	P	P	P	P
Dairy farm	PC	-	-	-	-	-	-	-
Farm animals, the raising and keeping of	P	PC	PC	PC	-	-	-	-
Farming, including all types of agriculture and horticulture	P	P	-	-	-	-	-	-
Feed lot for cattle	PC	-	-	-	-	-	-	-
Greenhouse, for propagation, cultivation, retail and wholesale distribution of plants sold on premises	P	P	-	-	-	-	-	-
Group Home	P	P	P	P	P	P	P	P
Guest house	PC	PC	PC	C	C	-	-	-
Home Occupation, as an accessory to the primary residential use of a dwelling.	PC	PC	PC	PC	PC	PC	PC	PC
Kennel for boarding and breeding dogs and cats with dog runs	C	C	-	-	-	-	-	-
Nursery for plants, for propagation, cultivation, retail and wholesale distribution of plants sold on premises	P	P	-	-	-	-	-	-
Park and recreation areas, public	P	P	P	P	P	P	P	P

LAND USE	AG	RR-43	RR-18	R1-35	R1-15	R1-8	R1-6	R1-5
Place of Worship	C	C	C	C	C	C	C	C
Public utility facility required for local service	PC	PC	PC	PC	PC	PC	PC	PC
Public utility facility with the exception of those allowed as a Use Permitted with Conditions above	C	C	C	C	C	C	C	C
Ranch for horses, commercial and guest	P	C	-	-	-	-	-	-
Retailing farm products produced on the premises	P	P	-	-	-	-	-	-
School, private	-	C	C	C	C	C	C	C
School, public	P	P	P	P	P	P	P	P
Single-family detached dwelling	P	P	P	P	P	P	P	P
Stable for horses, commercial	P	C	-	-	-	-	-	-
Wholesaling farm products produced on the premises	P	-	-	-	-	-	-	-

P = Permitted Use
C = Conditional Use Permit required.
PC = Permitted with Conditions
- = Not Permitted

B. Multiple Family Districts and Manufactured Home Park

Land Use Matrix

LAND USE	R-2	R-3	R-4	MH
Assisted Living Facility	C	C	C	-
Boarding House	C	C	C	-
Child care in the home for four (4) or fewer children not related to the residents, as an accessory to the primary residential use of a dwelling.	P	P	P	-
Child care in the home for five (5) to ten (10) children not related to the residents, as an accessory to the primary residential use of a dwelling.	C	C	C	-
Child Care Center in conjunction with a Place of Worship	C	C	C	C
Community Garden, one acre or less	P	P	P	P
Convalescent Home	C	C	C	-
Group Home	P	P	P	P
Home Occupation, as an accessory to the primary residential use of a dwelling.	PC	PC	PC	PC
Manufactured or Mobile Home	-	-	-	P
Multi-family dwelling	-	P	P	-
Nursing Home	C	C	C	-
Park and recreation areas, public	P	P	P	-
Place of Worship	C	C	C	C
Public utility facility required for local service	PC	PC	PC	-
Public utility facility with the exception of those allowed as a Use Permitted with Conditions above	C	C	C	-

LAND USE	R-2	R-3	R-4	MH
School, public	P	P	P	-
Single-family attached dwelling	P	P	P	-
Single-family detached dwelling	P	P	-	-

P = Permitted Use
C = Conditional Use Permit required.
PC = Permitted with Conditions
- = Not Permitted

203 Uses Permitted With Conditions

The following land uses are listed in the land use matrix as Permitted with Conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

A. Apiary is allowed in certain residential zoning districts provided that:

1. In the AG District, hives shall have a minimum separation of two hundred (200) feet from any adjacent residences.

2. In the RR-43 District, hives shall have a minimum separation of seventy five (75) feet from any adjacent residence.

B. Dairy Farm is allowed in certain residential zoning districts provided that the minimum site area is forty (40) acres.

C. Farm Animals. Raising and keeping farm animals is allowed in certain residential zoning districts, subject to the following:

1. In the RR-43 District:

a. The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per 21,780 square feet of lot area.

b. Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per 21,780 square feet of lot area.

c. No more than two (2) swine per lot shall be allowed, excluding potbelly pigs.

d. Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.

e. Structures for fowl shall not be located closer than seventy five (75) feet to any neighboring residence.

2. In the RR-18 District:

   a. All farm animals shall be contained on the property by an effective enclosure and shall not be allowed to run at large.

   b. The property shall be maintained so that it does not create or contribute to a health nuisance caused by the presence of flies, mosquitoes or other vermin; objectionable odors or dust; ponded water or water runoff; the accumulation of manure, garbage, refuse or other obnoxious or putrescible material; or similar conditions.

3. In the R1-35 District:

   a. The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per 21,780 square feet of lot area.

   b. Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per 21,780 square feet of lot area.

   c. No more than two (2) swine per lot shall be allowed, excluding potbelly pigs.

   d. Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.

   e. Fowl shall not be allowed.

D. Feed Lot for cattle is allowed in certain residential zoning districts provided that the minimum site is forty (40) acres.

E. Guest House is allowed in certain residential zoning districts provided that:

1. A guest house shall not be rented, leased or sold separately from the principle residence or otherwise used for compensation.

2. A separate address, water meter, utility meter, driveway or parking area shall not be provided for the guest house.

3. The materials, colors and architectural style of the guest house shall be similar to the principal residence.

4. The livable floor area of the guest house shall not exceed fifty (50) percent of the livable floor area of the principal residence.

5. A detached guest house shall meet the location, height and setback requirements in Section 7 of this Zoning Ordinance.

6. The Development Services department shall maintain an administrative record that includes a site plan and a floor plan for each guest house with approved construction

plans. The separate Design Review process outlined in Section 1 of this Zoning Ordinance is not required for guest houses.

F. Home Occupations are allowed in certain residential zoning districts, provided that in addition to all of the use limitations applicable in the zoning district in which the home occupation is located, no home occupation shall be permitted unless it complies with the following restrictions:

1. No more than twenty five (25) percent or four hundred (400) square feet of the floor area of the dwelling unit, whichever is less, shall be devoted to the home occupation.

2. The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted accessory building thereto, and in no event shall such use be apparent from any public way.

3. There shall be no signs, no exterior display, no exterior display, no exterior storage of materials, and no other indication of the home occupation or variation from the residential character of the principal building.

4. No mechanical, electrical or other equipment that produces noise, electrical or magnetic interference, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.

5. No home occupation shall be permitted which is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.

6. Any need for parking generated by the home occupation shall be off-street. The Zoning Administrator shall determine the number of parking spaces required based on the parking provisions of this Section.

7. No business vehicle shall be used in connection with the home occupation for delivery of goods to or from the premises. This provision does not preclude the delivery of mail or packages by the Postal Service or other private delivery service.

8. A maximum of one (1) vehicle used in conjunction with the home occupation is permitted to be kept, garaged, or stored at the residence.

9. There shall be no merchandise or commodity sold upon the premises.

10. If the home occupation employs persons other than the family members residing in the dwelling used for the home occupation, such other employees shall not work in the dwelling used for the home occupation.

11. Such occupation shall not require internal or external alterations or construction features or equipment or machinery not customary in residential areas.

12. The activity shall not generate traffic beyond that which is normal in its district.

G. Public utility facility required for local service is allowed in certain residential zoning districts provided that:

1. It is required for local service.

2. There are no offices, maintenance facilities, outdoor storage or part-time employees related to the site.

204 Uses Permitted With a Conditional Use Permit

The land uses listed in the land use matrix as being permitted subject to a Conditional Use Permit shall, in addition to the process set for in Section 109 of this Zoning Ordinance, comply with the conditions listed below, if any, for the individual use. Based on review of the Conditional Use Permit application, the City Council may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

A. Assisted Living Facility may be permitted in certain residential zoning districts as a conditional use.

B. Bed and Breakfast Inn may be permitted as a conditional use in certain residential zoning districts provided that:

1. The Bed and Breakfast Inn shall be owner-occupied. The guest rooms shall be part of the primary residence.

2. No more than four (4) rooms with a maximum of three (3) guests per room shall be allowed for the Bed and Breakfast Inn.

3. The Bed and Breakfast Inn shall not have more than one (1) commercial delivery or outside service in a twenty four (24) hour period.

4. The conditional use permit is non-transferable and shall be subject to review and may be revoked if the use authorized therein has been exercised in violation of this Section or the approval conditions.

5. Meals shall be served only to overnight guests and residents.

6. No alteration to the exterior or interior of the residential dwelling, accessory building or yard that alters the residential character of the premises shall be permissible.

7. Off-street parking shall be at a rate of one (1) space per room.

8. Except as provided by City Code and/or other regulations, no storage of commercial vehicles shall be allowed.

9. The Bed and Breakfast Inn shall not be used for the hosting of receptions, private parties or similar events.

10. A fire escape plan shall be developed and graphically displayed in each guest room. Such plan shall be filed with and approved by the City of Avondale Fire Department.

11. The Bed and Breakfast Inn shall comply with all other provisions of the zone in which it is located and with all other applicable ordinances, codes or regulations.

C. Boarding House may be permitted in certain residential zoning districts as a conditional use.

D. Child care in the home for five (5) to ten (10) children not related to the residents may be permitted as a conditional use in certain residential zoning districts provided that:

1. The residential character of the exterior of the structure shall be maintained.

2. Signs related to the home child care shall not be allowed.

3. All required licenses, certifications and registrations shall be obtained from the appropriate State or County agency prior to issuance of a business license.

4. All requirements of the City of Avondale Building Code, Fire Code and Zoning Ordinance as amended shall be complied with prior to issuance of a business license.

5. Existing garages, carports or driveways shall not be expanded, enclosed or otherwise modified to accommodate this accessory use.

6. All outdoor recreation areas shall be completely enclosed by a six (6) foot high masonry wall with self-closing and self-locking gates.

7. All swimming pools shall be secured by a barrier in conformance with the Arizona State Statutes and International Building Code (IBC), as amended.

8. Notification of the conditional use permit application shall be made to the subject home owners association management prior to the neighborhood meeting.

E. Child Care Center in conjunction with a Place of Worship may be permitted as a conditional use in certain residential zoning districts provided that such activities are on the same lot and share joint use of worship facilities. Independent free-standing signs and wall identification signs for the child care center are not allowed.

F. Convalescent Home may be permitted in certain residential zoning districts as a conditional use.

G. Guest House may be permitted as a conditional use in certain residential zoning districts provided that:

1. A guest house shall not be rented, leased or sold separately from the principle residence or otherwise used for compensation.

2. A separate address, water meter, utility meter, driveway or parking area shall not be provided for the guest house.

3. The materials, colors and architectural style of the guest house shall be similar to the principal residence.

4. The livable floor area of the guest house shall not exceed fifty (50) percent of the livable floor area of the principal residence.

5. A detached guest house shall meet the location, height and setback requirements in Section 7 of the Zoning Ordinance.

6. Prior to issuance of a building permit for the guest house, an approved site plan as required by Section 1 of the Zoning Ordinance shall be required.

H. Kennel for boarding and breeding dogs and cats with dog runs may be permitted as a conditional use in certain residential zoning districts provided that such structures are not closer than seventy five (75) feet to any neighboring residence.

I. Place of Worship may be permitted as a conditional use in certain residential zoning districts provided that it is located on an arterial street or at the intersection of two (2) collector streets.

J. Public utility facility, with the exception of those allowed as a Use Permitted with Conditions above, may be permitted in certain residential zoning districts as a conditional use.

K. Ranch for horses, commercial and guest, may be permitted in certain residential zoning districts as a conditional use.

L. School, Private may be permitted as a conditional use in certain residential zoning districts provided that it is located on an arterial street or at the intersection of two (2) collector streets.

M. Stable for horses, Commercial, may be permitted in certain residential zoning districts as a conational use.

205 Development Standards

A. Single Family Districts

The following table provides the minimum development standards within the specified zoning district:

District	AG	RR-43	R1-35	RR-18	R1-15	R1-8	R1-6	R1-5
Min. net site area (square feet)	5 ac.	43,000	35,000	18,000	15,000	8,000	6,000	5,000
Minimum lot width	200’	150’	140’	120’	115’	80’	60’	50’
Minimum lot depth	200’	N/A	175’	150’	120’	100’*	100’*	100’*
Maximum height	30’	30’	30’	30’	30’	30’	30’	30’
Maximum building coverage	15%	15%	15%	30%	20%	40%	40%	45%
Min. yard setbacks: Front yard	40’**	40’**	40’**	25’**	35’**	25’**	20’**	20’**
Minimum total both side yards	40’	40’	40’	30’	30’	18’	18’	15’
Minimum side yard	20’	20’	20’	15’	15’	8’	8’	5’/0’#
Rear yard	40’	35’	35’	30’	30’	20’	15’	15’
Street side yard	40’	25’	25’	20’	20’	10’	10’	10’

* Adjacent to a freeway or arterial street, all reverse frontage lots shall have a depth of one hundred five (105) feet.

** Minimum front yard setbacks may be reduced by five (5) feet when providing a side-entry garage for a third car.

\# Zero lot line development is allowed, providing minimum separation between buildings shall be ten (10) feet.

B. Multiple Family Districts

The following table provides the minimum development standards within the specified zoning district:

District	R-2	R-3	R-4
Minimum lot area/unit (square feet)	5,445	3,000	1,980
Minimum lot width	50’	50’	50’
Minimum lot depth	100’	100’	100’
Maximum height	30’	30’	45’ ***
Maximum building coverage	45%	45%	50%

District	R-2	R-3	R-4
Minimum setbacks: Front Yard	20'	25'	25'****
Side Yard	15'*	15'*	15'*
Rear Yard	15'	15'	15'
Street Side	20'**	20'	25'****

* Zero (0) feet for lots with common walls; fifteen (15) feet for lots with no common walls.

** May be reduced to ten (10) feet in the case of single-family attached or detached units.

*** The maximum height of buildings in the R-4 Zoning District shall be allowed to exceed 45' in height if located on land identified by any of Avondale's specific area plans (e.g. Freeway Corridor Specific Plan, North Avondale Specific Plan) as appropriate for additional height. In those instances, the maximum building height shall not exceed the height specified by the particular specific area plan.

**** May be reduced to eight (8) feet for buildings with individual dwelling units that front onto a residential street and that provide direct access from residential units to the public sidewalk (e.g. townhomes or walk-up apartments). As it relates to this provision, direct access shall be defined as the shortest feasible paved connection to the public sidewalk from the entrance of a residential unit(s). Direct access shall not require pedestrians to navigate through internal sidewalks and exit through a centralized location in order to access the public right-of-way.

Single-family detached residential homes constructed within the Multiple Family Districts shall comply with the R1-6 development standards of the Zoning Ordinance.

206 Design Standards

A. Single Family – New Residential Subdivision Developments. The intent of these standards is to establish a level of environmental quality within Avondale as well as a consistent method of evaluating new projects. In the event of conflict between the provisions of this Section and Section 205, Development Standards, the provisions of this Section shall control.

1. The Design Manuals adopted by City Council and maintained by the Zoning Administrator or designee shall serve as guidelines for site and architectural design in all districts.

2. A variety of lot sizes are encouraged to be provided in developments of more than eighty (80) lots. In subdivision of more than eighty (80) lots, a minimum of twenty five (25) percent of the lots shall be a different size.

3. Creation of neighborhoods by lot layout, shared development standards, shared architectural themes, open space, walls and landscaping is required.

4. No adjacent home or home directly across the street shall have the same elevation or roofline. The roofline may be changed by the following options:

   a. Alternating the ridgeline from parallel to perpendicular, or vice versa, to the street.

   b. Alternating the roofline between flat and pitched.

   c. Alternating the roofline between vaults and pitches.

   d. Alternating between one (1) and two (2) story home.

5. Frontages abutting a freeway, arterial or collector street shall not contain more than two (2) houses in succession that exceed one (1) story height.

6. A landscaping package for each lot shall be provided by the builder/developer consisting of a minimum of two (2) trees with a minimum height of eight (8) feet and a caliper of two (2) inches measured at four (4) above abutting grade per unit to be planted along the street frontage.

B. Multiple Family Districts

1. Design Manuals:

   The Design Manuals adopted by City Council and maintained by the Zoning Administrator or designee shall serve as guidelines for site and architectural design in all districts.

2. Open Space:

   Open Space that is attractive shall be an integral part of a multiple family development. Open Space shall be provided in an amount comparable to the size of the development, subject to the Multi-family design manual.

   a. Open Space areas shall be the central focus of the development. Open space should link recreation facilities with the dwellings and be uninterrupted by vehicular circulation or parking areas.

   b. Regulations for provision of Open Space shall be provided by Section 6 of this Zoning Ordinance.

   c. Stormwater detention basins shall not occupy more than fifty (50) percent of any landscaped area front on a public street. Where slopes do not exceed ten (10) to one (1) and exceptional design is exhibited through contouring and landscaping, as determined by the Zoning Administrator or designee, a greater use of the frontage landscaped area may be allowed.

d. Required yards and landscaped setback areas fronting on a public street shall be entirely landscaped except for necessary driveways and walkways. Parking is not permitted within the required setback area.

e. Private outdoor space shall be provided in the form of patios or balconies with a minimum size of eighty (80) square feet per unit.

3. Building Separation:

a. The minimum separation between the principal entrance or exit of a multi-family building and any other building shall be as follows:

Building Height	Minimum Separation
1 story	20 feet
2 story	30 feet

b. The minimum separation between buildings on a multi-family site shall be fifteen (15) feet.

4. Relationship of Project to Surrounding Uses:

Particular sensitivity shall be displayed to the relationship between a multi-family project and adjacent residential uses of lesser density to minimize the impact on those less-dense areas.

a. Multi-family buildings two (2) stories or greater in height shall not be placed within seventy five (75) feet of a single-family residential area or zoning district.

b. Individual design situations may dictate additional conditions or considerations to minimize the impact of a multi-family development on adjacent residential uses through the imposition of one (1) or more of the following design considerations:

i. Use of one (1) story buildings;

ii. Additional landscaping to serve as buffer area;

iii. Wider setbacks from property line;

iv. Modifying the orientation of buildings;

v. Modifying the orientation of windows and balconies;

vi. Providing screen walls.

c. Common recreation facilities in a project shall be located to minimize the intrusion of noise into adjacent residential area.

d. Pedestrian and visual linkages shall be made between a project and off-site amenities.

e. The project shall be designed to minimize negative traffic impacts on the surrounding uses.

5. Landscaping:

a. Common and open space areas along public street frontages shall receive special landscaping treatment to provide a lush setting for both the residents of the project and the general public. The following standards shall apply to landscaping of public street frontages:

i. Special entry features shall be provided at major entrances into a project to provide a sense of identification and uniqueness; and

ii. Walls, planters and earth berms shall be provided in the front yard to add variety to the landscape and to increase privacy for the residents.

b. Foundation plantings shall be utilized to complement building elevations, provide shade and increase privacy. A minimum of fifty (50) percent of building frontage facing public streets or drive aisles shall have foundation plantings. Foundation plantings shall utilize a variety of plant sizes, not only small plantings.

6. Parking:

a. All parking lots shall be screened from public streets by masonry walls or earth berms or combination thereof to a height of at least three (3) feet above the grade of the parking lot or adjacent street, whichever is higher in elevation. Such walls shall be designed and colored to match the main buildings on the site and provided architectural features throughout.

b. A minimum of one (1) covered parking space per unit shall be provided.

c. Garage parking shall be provided for a minimum of twenty five (25) percent of parking, excluding visitor parking, in apartment developments with one hundred (100) or more dwelling units. Single-family attached, townhomes and condominiums shall provide a garage at a ratio of one (1) per dwelling unit the same as a single-family detached dwelling unit.

207 Manufactured Home Park (MH) District

A. Permitted Uses. See 203 Land Use Matrix for Permitted Uses and Permitted Uses with Conditions in the MH zoning district.

B. Conditional Uses. See 204 Land Use Matrix for uses permitted with a Conditional Use Permit.

C. Development Standards. The following are minimum development standards within the MH zoning district:

1. The minimum size of a manufactured home park shall be ten (10) acres.

2. The maximum number of manufactured home spaces or units per acre shall be seven (7).

3. The minimum width of manufactured home rental spaces shall be fifty (50) feet with a minimum length of seventy (70) feet.

4. The minimum width of private driveways or accessways within the park shall be twenty four (24) feet. Each unit shall have access to a private driveway or accessway connected to a public street.

5. The minimum space between manufactured homes shall be twenty (20) feet. This dimension may be reduced to ten (10) feet between awnings or canopies.
6. No manufactured home shall be closer than eight (8) feet to a private driveway.

7. A minimum of fifteen (15) percent of the site shall be devoted to open space for all residents, excluding streets and private driveways, parking and storage areas or required setbacks at the exterior boundaries of the site.

8. The maximum height of any building or manufactured home shall be thirty (30) feet.

9. All electric power lines, telephone lines, cable TV lines and similar utilities shall be placed underground.

10. No manufactured home shall be located closer than fifteen (15) feet to the perimeter of the park. Where the perimeter of the park adjoins a public street, the setback shall be twenty five (25) feet. Within this setback area, trees with a minimum height of eight (8) feet and a caliper of two (2) inches measured at four (4) feet above abutting grade shall be planted every twenty (20) feet on center.

11. A minimum six (6) foot and maximum eight (8) foot decorative wall shall be constructed around the perimeter of the park. Where said wall fronts onto a public street, the wall shall be constructed of slump block, brick or masonry with a stucco finish.

12. Any part of the manufactured home park fronting on a public street shall meet the screening and landscaping requirements for single-family residential subdivisions.

13. All new manufactured home parks or expansions of existing manufactured home parks shall be subject to Site Plan Review in accordance with Section 1 of the Zoning Ordinance.

D. Design Standards.

1. All areas not covered by structures or paving shall be landscaped.

2. Each manufactured home shall be skirted to screen wheels and undercarriage.

E. Single-Family Home Requirements. A manufactured home shall be considered a single-family residence if it meets the following conditions:

1. The manufactured home to be installed shall be manufactured or constructed to meet Federal Manufactured Home Construction and Safety Standards (42 U.S.C. Sec. 5403).

2. The exterior shall have wood siding or stucco finish.

3. The roof shall be shingle or tile with an overhang of at least six (6) inches.

4. Shall be installed on a permanent block foundation or ground mount.

5. The driveway shall be paved.
6. Site layout shall meet the setback requirements of the zoning district.

7. The parking requirements applicable to single-family homes contained in Zoning Ordinance Section 8 have been met.

SECTION 3 COMMERCIAL DISTRICTS

Ordinances 1300-408; 1318-808; 1372-509; 1430-1110; 1431-1110

301 Purpose and Intent

Commercial districts provide activity centers with shopping and services, employment for local residents and additional revenue to strengthen the City's economic base. Commercial zoning standards are intended to ensure convenience, safety, positive community image, variety in retail uses, commerce and office development that enhances the citizens' quality of life. Zoning classifications include classifications for (i) offices, (ii) neighborhood, community and regional businesses and (iii) unique commercial uses found in the City's traditional commercial area. Use intensities and site development criteria are intended to mitigate impact on, as well as maintain compatibility with adjacent residential areas.

302 Standard Commercial Districts Statements of Purpose

The following standard commercial districts are established:

A. Residential Office (R-O). The purpose of the Residential Office (R-O) district is to promote professional and administrative services and live-work uses on small parcels located between higher intensity commercial and multi-use zones and residential zones. Residential Office is most appropriate in and around traditional single-family and multi-family residential developments.

1. Encourage a low-intensity environment for office uses at a residential scale.

2. Provide an appropriate transition from single-family residential uses to multi-family residential and non-residential uses.

3. Support the adaptive reuse of residential structures with direct access to collector and arterial streets for limited office uses.

4. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.

B. Commercial Office District (C-O). The purpose of the Commercial Office (C-O) district is to provide an environment desirable for and conducive to development of office and related uses, as well as certain other kinds of uses which assure compatibility with office uses and/or the residential districts that often may abut the C-O district.

1. Provide an environment for office park development with maximum heights as prescribed by General Plan, Freeway Corridor Specific Plan, and North Avondale Specific Plans.

2. Provide an area for high-quality employment uses is a campus setting as presented in the Employment designation if the General Plan.

3. Allow uses that are compatible with an office park that act as support for the uses within the office park.

4. Serve to provide a transition from more intensive to less intensive uses, usually between commercial and residential districts.

5. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.

C. Neighborhood Commercial District (C-1). The purpose of the Neighborhood Commercial (C-1) district is to accommodate retail and service establishments satisfying the everyday needs of consumers residing in adjacent neighborhoods.

1. Provide for neighborhood commercial centers with a trade area limited generally to adjacent and nearby neighborhoods.

2. Act as the primary type of neighborhood commercial development.

3. Be located at the intersection of arterial streets with at least one (1) property line directly abutting a residential zone.

4. Have users that generally do not exceed seventy thousand (70,000) gross building square feet.

5. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.

D. Community Commercial District (C-2). The purpose of the Community Commercial (C-2) district is to accommodate development of commercial complexes providing goods and services to a community-wide trade area.

1. Encourage commercial centers that are planned, developed and managed as integrated complexes with individual users.

2. Be located so that primary driveways access arterial streets.

3. Include users with a building square footage up to two hundred thousand (200,000) gross building square feet.

4. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.

E. Freeway Commercial District (C-3). The purpose of the Freeway Commercial (C-3) district is to promote freeway-oriented services and products with a community-wide to regional trade area while avoiding the disruption of less intensive commercial activities. This zone district is most appropriate along major arterial streets or along or near freeways.

1. Provide an area for large-scale commercial developments while avoiding the disruption of less intensive residential or commercial activities.

2. To create an environment for uses that generally can produce amounts of noise, traffic, and other adverse effects and are of a size that are not compatible with residential development or less intense office and commercial development.

3. Encourage commercial centers that are planned, developed and managed as integrated complexes with individual users.

4. Include users with a building square footage in the range greater than two hundred thousand (200,000) gross square feet.

5. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.

303 Land Use Matrix

The following land use matrix shows the uses, which are permitted outright (P), permitted with a conditional use permit (C), permitted with conditions (PC), permitted as accessory uses (A) or prohibited (-) in specific commercial zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the user of this Zoning Ordinance. Where the text of this Zoning Ordinance differs from the land use matrix, the text shall prevail.

LAND USE	R-O	C-O	C-1	C-2	C-3
Adult day care	C	-	-	-	-
Amusement parks, outdoor	-	-	-	-	C
Antique Store	-	-	P	P	P
Appliance service and repair	-	-	-	P	-
Aquarium	-	-	-	-	C
Art gallery	P	-	-	P	P
Art studio	P	-	C	P	P
Assisted living facility	C	C	-	-	-
Automobile rental facility with no on-site storage	P	P	P	P	P
Automobile rental facility with on-site storage	-	-	-	PC	PC
Automobile service and diagnostic facility	-	-	-	PC	PC
Automobile, boat, recreational vehicle, or motorcycle, sales and/or leasing	-	-	-	PC	PC
Banks and financial institutions without drive-through, excluding non-chartered financial institutions	-	PC	P	P	P
Bar	-	-	-	PC	PC
Barber shop	-	-	P	P	P
Beauty salon	-	-	P	P	P
Bingo Hall	-	-	-	-	P
Body piercing studios	-	-	-	C	-

LAND USE	R-O	C-O	C-1	C-2	C-3
Bowling alley	-	-	-	P	P
Brewery, ancillary to a bar or restaurant	-	-	-	P	P
Bus terminals	-	-	-	-	P
Car wash, accessory to a gas station	-	-	-	A	A
Car wash, self-service	-	-	-	C	-
Caretakers quarters	A	A	A	A	A
Child care center	-	C	C	C	C
Cigar Bar or tobacco lounge	-	-	-	P	P
Clothing alteration, custom dressmaking or tailor shop	-	-	P	P	P
College or university	-	-	-	-	PC
Commercial racetrack, outdoor	-	-	-	-	C
Commercial sporting complexes	-	-	-	-	C
Community garden, one acre or less	P	-	P	P	-
Concert facilities, outdoor	-	-	-	-	C
Consignment shops	-	-	P	P	P
Contractor facility with retail sales	-	-	-	-	P
Contractor storage yard	-	-	-	-	C
Convention centers and exhibition halls	-	-	-	-	P
Dance studio	-	-	P	P	P
Drive-through uses, including restaurants and financial institutions	-	-	PC	PC	PC
Dry cleaning and laundry establishment, pick-up and drop-off only	-	-	P	P	P
Emergency medical care facility	-	P	P	P	P
Employment agencies excluding day labor	-	P	P	P	P
Equipment sales and rental	-	-	-	-	P
Funeral Home	PC	-	-	P	P
Gas station with or without convenience store and/or car wash	-	-	-	C	C
Health and exercise center	-	-	PC	P	P
Hospitals	-	-	-	P	P
Hotel or motel	-	-	-	P	P
Ice skating rink, indoor	-	-	-	P	P
Indoor commercial recreation/entertainment uses not otherwise listed	-	-	-	P	P
Laundromat, self-service	-	-	P	P	-
Libraries	-	-	P	P	P
Liquor stores	-	-	-	C	-
Massage therapy (medical)	P	P	P	P	P
Massage or day spa	-	-	P	P	P
Medical, dental or health offices, clinics and laboratories, excluding plasma centers and medical marijuana uses.	P	P	P	P	P
Museum and cultural centers	-	-	-	P	P

LAND USE	R-O	C-O	C-1	C-2	C-3
Mini-storage warehouses and personal storage	-	-	-	C	-
Movie theater, indoor	-	-	-	P	P
Music studio	-	-	P	P	P
Nail salon	-	-	P	P	P
Night Club	-	-	-	C	PC
Non-chartered financial services	-	-	-	C	-
Outdoor commercial recreational/entertainment uses not otherwise listed	-	-	-	-	C
Outdoor Dining	-	-	A	A	A
Pawn shop	-	-	-	C	-
Pet boarding and day care facility	-	-	-	PC	PC
Photographic developing and printing studio	-	-	P	P	P
Places of worship	P	P	P	P	P
Plant nursery	-	-	-	-	P
Plasma centers	-	-	-	C	-
Pre-schools and similar uses	-	-	C	C	-
Professional offices	P	P	P	P	P
Public service and non-profit community uses	-	C	C	C	-
Public uses	P	P	P	P	P
Public utility buildings, structures, uses, facilities and equipment	PC	PC	PC	PC	PC
Real Estate office	P	P	P	P	P
Reception centers	-	-	-	C	P
Rehabilitation facilities and hospitals, excluding facilities for substance abuse and detoxification	-	-	-	P	P
Residential, occupied by owner or employee of business on property	P	-	-	-	-
Residential, upper floor	P	C	-	C	C
Resorts	-	-	-	P	P
Restaurants, without drive-through	-	C	P	P	P
Retail sales of new merchandise within enclosed buildings, excluding liquor stores	-	-	P	P	P
Retail/wholesale sales of lumber, landscaping and building materials, excluding outdoor storage	-	-	-	-	PC
Rodeo grounds, outdoor	-	-	-	-	C
Roller rink, indoor	-	-	-	P	P
School, business, technical, or vocational	-	P	-	-	-
Shooting range, indoor	-	-	-	C	C
Sidewalk Café	-	-	P	P	P
Social/private clubs	-	-	PC	PC	PC
Specialty retail, indoor, excluding liquor stores	-	-	P	P	P
Specialty services	-	P	P	P	P
Stadiums	-	-	-	-	C
Substance abuse treatment centers	-	C	-	-	-
Substance abuse detoxification centers	-	C	-	-	-

LAND USE	R-O	C-O	C-1	C-2	C-3
Surplus store, thrift store	-	-	-	P	-
Swimming club, outdoor	-	-	-	-	C
Tanning salon	-	-	P	P	P
Tattoo parlors	-	-	-	C	-
Theater, excluding movie theaters	-	-	C	P	P
Thrift store	-	-	PC	PC	-
Ticket and travel agency	P	P	P	P	P
Tire sales, repair and mounting	-	-	-	PC	PC
Truck stop, including wash	-	-	-	-	C
Truck, trailer and equipment rental	-	-	-	C	P
Veterinary hospital, offices and clinics, excluding animal boarding	-	-	PC	PC	PC
Video arcade or game room	-	-	-	P	P
Video Rental	-	-	P	P	P
Wine Bar	-	-	-	PC	PC
Zoo	-	-	-	-	C

P = Permitted Use
C = Conditional Use Permit required
PC = Permitted with Conditions
A = Accessory Use
- = Not Permitted

304 Uses Permitted With Conditions

The following land uses are listed in the land use matrix as Permitted with Conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety, and public welfare.

A. Automobile, boat, recreational vehicle, or motorcycle sales and/or leasing is allowed in certain commercial zone districts provided that:

1. No more than six (6) vehicles shall be stored on site in association with an office location that is part of a commercial center, or commercial complex that includes retail uses.

2. Vehicle storage shall be limited to paved areas and shall not occupy required parking spaces or drive aisles.

3. Accessory uses, such as vehicle washing, refueling stations, and minor maintenance garages, may be allowed on site only if such uses are screened from offsite view and are not used by the general public. Such uses shall be designed and sited as to limit the noise impacts to surrounding properties.

B. Automobile rental facility with on-site storage is allowed in certain commercial zone districts provided that:

1. No more than six (6) vehicles shall be stored on site in association with an office location that is part of a commercial center, or commercial complex that includes retail uses.

2. Vehicle storage shall be limited to paved areas and shall not occupy required parking spaces or drive aisles.

3. Accessory uses, such as vehicle washing, refueling stations, and minor maintenance garages, may be allowed on site only if such uses are screened from offsite view and are not used by the general public. Such uses shall be designed and sited as to limit the noise impacts to surrounding properties.

4. Storage of vehicles shall be screened from offsite view by a 3' or taller screen wall.

C. Automobile service and diagnostic facility is allowed in certain commercial zone districts provided that:

1. Where the site or use abuts or adjoins any residentially zoned property or use, there shall be a solid screen wall at least six (6) feet in height constructed according to the City of Avondale Design Manuals, with a minimum twenty (20) foot landscaping buffer inside the wall adjacent to the residentially zoned property or use.

2. Buildings shall be sited to ensure that garage bay doors do not face public streets or are immediately adjacent to residentially zoned property or uses.

D. Banks and financial institutions without drive-through, excluding non-chartered financial institutions are allowed in certain commercial zone districts provided that:

1. Banks and financial institutions included within an office building shall not occupy more than twenty five (25) percent of the gross floor area.

E. Bars are allowed in certain commercial zone districts provided that:

1. The exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, or other bar, night club, or wine bar.

2. Exits and entrances to a bar shall not be located within three hundred (300) feet of a residential district or use.

3. Closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar.

F. Colleges or universities are allowed in certain commercial zone districts provided that:

1. Colleges and universities shall be developed as a campus or park development, rather than as or within a shopping center.

G. Drive-through uses, including restaurants and financial institutions are allowed in certain commercial zone districts provided that:

1. Payment and/or pick-up windows shall not face public streets.

2. Drive thru canopies shall be included covering any payment or pick-up windows. Canopies shall be fully architecturally integrated in to the building consistent with the requirements of the Design Manuals.

3. Drive thru lanes shall be screened from view by a minimum 3' tall masonry wall.

4. Speaker boxes shall be located a minimum of 70' from any residentially zoned property or residential use.

5. Drive thru queuing length shall be approved in accordance with a traffic study as approved by the City Engineer.

H. Funeral homes are allowed in certain commercial zone districts provided that:

1. Sites shall be designed such that parking, circulation, and access will not adversely affect adjacent or nearby residentially zoned property or residential use.

I. Health and exercise centers are allowed in certain commercial zone districts provided that:

1. Heath and exercise centers located within neighborhood shopping centers shall be limited to no larger than three thousand (3,000) square feet in area.

J. Night clubs are allowed in certain commercial zone districts provided that:

1. The exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, or other bar, night club, or wine bar.

2. Exits and entrances to a night club shall not be located within three hundred (300) feet of a residential district or use.

3. Closing time for dance floors or other accessory uses to a night club shall coincide with the closing time for the night club.

K. Pet boarding and day care facilities, excluding any outdoor exercise/play areas, are allowed in certain commercial zone districts provided that:

1. All activities shall be conducted entirely within enclosed buildings.

2. Buildings shall be constructed in a manner that limits exterior noise from activities inside the building to a maximum of forty five (45) DBA measured at the exterior building wall. A statement from a registered architect to this effect is required at the time of construction plan submittal.

3. Buildings shall be setback a minimum of one hundred (100) feet from any residential district.

4. Solid animal waste must be bagged separately from other refuse.

L. Pet boarding and day care facilities, including any outdoor exercise/play areas, are allowed in certain commercial zone districts provided that:

1. Direct access shall not be provided from animal housing units to the outside of the building.

2. Buildings shall be constructed in a manner that limits exterior noise from activities inside the building to a maximum of forty five (45) DBA measured at the exterior building wall. A statement from a registered architect to this effect is required at the time of construction plan submittal.

3. Outdoor walks and exercise must take place within specified play/exercise areas.

4. Animals must be supervised by a facility employee at all times when in an outdoor play/exercise area.

5. Animals shall not be allowed outside between the hours of 7:00 p.m. and 7:00 a.m.

6. Buildings shall be set back a minimum of one hundred (100) feet from any residential district.

7. Outdoor play/exercise areas shall be set back a minimum of two hundred fifty (250) feet from any residential district.

8. A solid block wall with a minimum height of eight (8) feet shall enclose the perimeter of any outdoor play/exercise area.

9. Animal waste shall be removed from outdoor play/exercise areas every five (5) hours during time periods when these areas are in use.

10. Solid animal waste must be bagged separately from other refuse.

M. Public utility buildings, structures, uses, facilities and equipment are allowed in certain commercial zone districts provided that:

1. Sites shall be screened from off-site view by a minimum 6' tall masonry wall. Screen wall may be required to be 8' tall as determined by staff. All screen walls shall comply with wall standards set forth in the Design Manuals.

N. Retail/wholesale sales of lumber, landscaping and building materials, excluding outdoor storage is allowed in certain commercial zone districts provided that:

1. All pick-up areas, loading and unloading areas, and truck wells shall be screened from off site by a minimum 6' masonry wall. All screen walls shall comply with the wall standards set forth in the Design Manuals.

O. Social/Private Club is allowed in certain commercial zone districts provided that:

1. Any restaurant or bar operated in connection with a social/private club shall be an integral part of a principal building, shall have no public entrance except from within the building and shall make no exterior display or advertising of any commercial activity, however incidental.

P. Thrift stores are allowed in certain commercial zone districts provided that:

1. Outdoor donation bins shall be prohibited.

2. Signage shall be required on site clearly stating that after-hours drop-off is prohibited.

3. Loading and unloading areas shall not face or be visible from public streets or primary drive aisles.

4. Garage bay doors shall be closed except during drop-off or pick-up of items.

5. All activities, including collection, storage, sorting, and processing, shall occur within a fully enclosed building.

6. Collection areas inside the store shall be secured from public access during non-business hours.
7. Large or bulk items not capable of being discarded in a garbage enclosure shall be stored inside the building until the arrival of a removal service.

Q. Tire sales, repair and mounting facilities are allowed in certain commercial zone districts provided that:

1. Where the site or use abuts or adjoins any residentially zoned property or use, there shall be a solid screen wall at least six (6) feet in height constructed according to the City of Avondale Design Manuals, with a minimum twenty (20)

foot landscaping buffer inside the wall adjacent to the residentially zoned property or use.

2. Buildings shall be sited to ensure that garage bay doors do not face public streets or are immediately adjacent to residentially zoned property or uses.

R. Veterinary hospital, offices and clinics, excluding animal boarding are allowed in certain commercial zone districts provided that:

1. Clinic activities shall be restricted to the medical care and treatment of small animals during regular office hours. The confinement of such animals on the premises shall be limited to essential and occasional overnight care and shall be entirely within enclosed structures. The boarding and breeding of animals shall be prohibited.

2. Clinics shall be constructed to be completely contained as to prevent emission of any noise or odor.

3. Outdoor runs or exercise pens shall be prohibited unless approval from the Zoning Administrator or designee is obtained prior to site plan submittal. Additionally, no outdoor runs, pens or enclosures shall be located closer than one hundred (100) feet to any street, residential district or existing restaurant, hotel or motel.

S. Wine bars are allowed in certain commercial zone districts provided that:

1. The exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, or other bar, night club, or wine bar.

2. Exits and entrances to a wine bar shall not be located within three hundred (300) feet of a residential district or use.

3. Closing time for dance floors or other accessory uses to a wine bar shall coincide with the closing time for the wine bar.

305 Conditional Use Development Standards

The following land uses are listed in the land use matrix as being allowed with a Conditional Use Permit. All uses being granted a Conditional Use Permit shall comply with the conditions listed below for the individual uses, if applicable. Based on review of the Conditional Use Permit application, the City Council may add additional conditions of approval deemed necessary to protect the health, safety, and public welfare.

A. Gas stations with or without convenience stores may be permitted as conditional uses in certain commercial districts, provided that:

1. Facilities for tire changing and repair, polishing, lubing, washing and minor repair and servicing of motor vehicles shall be entirely within an enclosed building. Body repair, engine rebuilding, bumping, painting, vehicle or trailer rental and general sales of auto parts shall be expressly prohibited.

2. Paved areas shall be reduced to the smallest area commensurate with efficient operation and function of the site. All unpaved areas shall be maintained in turf or landscaping.

3. The site has minimum frontage of one hundred fifty (150) feet on one (1) arterial street.

4. The design of all buildings shall meet City of Avondale Design Manuals and be compatible with the existing and anticipated surrounding development. In addition, the roofline and the architecture of the canopies shall be stylistically consistent with the other buildings on the site and shall not exceed one hundred fifty (150) lineal feet on any side.

5. All canopies, accessory equipment and fuel pump mechanisms shall meet the principal building setback requirements of the applicable zone.

6. Service and car wash bays shall not face residential properties or public streets unless entirely screened in a method acceptable to the Zoning Administrator or designee.

B. Night Clubs_may be permitted as a conditional use in certain commercial districts, provided that:

1. The exterior building wall of a nightclub that sells beer or intoxicating liquor on the premises for consumption on the premises shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church or other bar, night club, or wine bar.

C. Reception centers may be permitted as conditional uses in certain commercial districts provided that:

1. Any restaurant or bar operated in connection with a reception center shall be an integral part of a principal building, shall have no public entrance except from within the building and shall make no exterior display or advertising of any commercial activity, however incidental.

D. An assisted living facility, or similar use may be permitted as a conditional use in certain commercial districts, provided that no such facility is located on a lot with a property line within one thousand, three hundred twenty (1,320) feet, measured in a straight line in any direction, of the lot line of another facility or group home.

E. Mini-storage warehouses may be permitted as a conditional use in certain commercial districts provided that:

1. Doors of the storage areas shall not front or face onto any public street or residential use.

2. Only indoor storage shall be permitted and there shall be no sale or rental of goods, materials or other tangible or intangible property from the facility or any part thereof and there shall be no activities conducted on the premises whether related to the stored items or otherwise. The sale of insurance by the operator on goods stored therein or the sale therein or the sale by the operator of items used in connection with the storage of goods at the site shall not be prohibited.

3. No hazardous or flammable materials, as defined in the Avondale Building Code, shall be stored in such facility.

4. Any structure may be exempt from side and rear yard setbacks, provided, that in all cases where the conditional use abuts any residential district on its side or rear lot lines, there shall be a side yard of not less than twenty five (25) feet and a rear yard of not less than twenty five (25) feet.

5. A wall with a minimum height of six (6) feet and a landscaping area a minimum of 20' wide, all as approved by the Zoning Administrator, shall be constructed on the side and/or rear property lines.

F. Body piercing studios, tattoo parlors, non-chartered financial services, pawnshops, liquor stores, and plasma centers may be permitted as a conditional use in certain commercial districts provided that:

1. The minimum separation between any of the above-listed uses shall be one thousand three hundred twenty (1,320) feet, measured in a straight line from the nearest property line of each property.

2. The above-listed uses shall not be located within one thousand three hundred twenty (1,320) feet of a sexually oriented business as defined by Section 10, bar, night club, or wine bar.

3. The minimum separation required for the above uses shall apply regardless of whether the other use is located within the incorporated area of the City of Avondale or another jurisdiction.

306 Commercial Development Standards

The following development standards shall apply to all commercial developments zoned R-O, C-O, C-1, C-2, or C-3, except if otherwise noted above.

A. All activities, except as otherwise permitted herein, shall be conducted entirely within enclosed buildings.

B. Outdoor storage of goods and materials shall be prohibited.

C. Warehousing or indoor storage of goods or material beyond that normally incidental to permitted uses shall be prohibited.

D. All new buildings and uses of land or substantial additions to or remodeling of existing buildings/uses shall be subject to site plan review in accordance with Section 107.

E. The following table outlines the minimum development standards within each district. Yard, height, and area requirements in excess of these minimum standards may be required in accordance with the design standards outlined in the Zoning Ordinance, conditions required of conditional use permits or uses permitted with conditions, and/or the Design Manuals:

	R-O	**C-O**	**C-1**	**C-2**	**C-3**
Minimum Lot Width	45’	60’	None	None	None
Minimum Site Depth	100’	100’	None	None	None
Maximum Lot Coverage	35%	35%	None	None	None
Maximum Building Height	30’	30’	30’	30’	40’
Front Setback	20’	20’	20’	20’	20’
Street Setback	20’	20’	20’	20’	20’
Rear Setback	20’	20’	20’	20’	20’
Side Setback	20’	15’	15’	15’	20’
Parking Setback	10’	20’	30’	30’	30’
Interior Setback	15’	15’	None	None	None
Setback from a Residential District or Use *	1’ per 1’ bldg. height	1’ per 1’ bldg. height	1’ per 1’ bldg. height	50’	100’
Parking Setback from Residential District or Use*	25’	25’	25’	25’	25’
Maximum Accessory Structure Height	15’	15’	15’	15’	15’

* Not applicable to manufactured home parks.

307 Old Town Avondale Business District (OTAB)

A. Purpose

The purpose of the Old Town Avondale Business District (OTAB) is to further the revitalization of the City's original town site and its immediate vicinity by encouraging pedestrian-oriented development and by emphasizing a unique mix of uses intended to make Old Town a destination, with street level activity that takes one back to an earlier place in Avondale's history.

The district shall enhance and maintain the character of retail and residential living by encouraging an active pedestrian environment while also promoting vitality throughout the district. To accomplish the task of making OTAB pedestrian friendly, the district requires new structures to be designed at a human scale to preserve the residential and historical character of the neighborhood. Development occurring in the district shall be designed to reduce conflicts between pedestrians and vehicular traffic and to promote primary areas of concentrated indoor retail and service business uses, but not regional shopping centers.

The Old Town Avondale Business District is intended to:

1. Promote a healthy community by encouraging development and redevelopment of pedestrian-focused commercial businesses, such as those which encourage patrons to shop and dine for several hours without having to use their vehicles between stops.

2. Reduce the dominance of the automobile by encouraging the use of shared parking areas, such as on-street parking, public surface lots, and public parking structures.

3. Create a destination for unique retail, restaurant, entertainment and service uses that increase revenues and strengthen the City's tax base, drawing consumers both locally and regionally.

4. Respect the local and cultural significance of the City's original town site without hindering creativity in design.

5. Support limited commercial uses in residential structures located within the neighborhoods that are located in close proximity to Western Avenue.

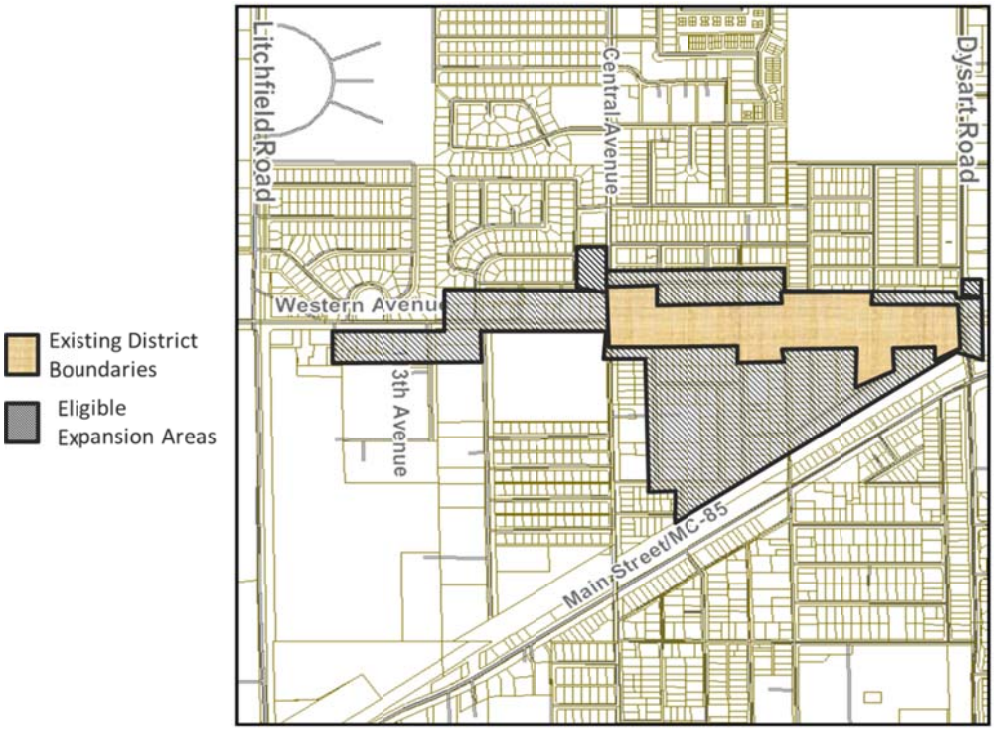
6. Provide an environment where commerce can flourish in a traditional main street type of setting, with the knowledge that ample opportunity for suburban style development is available throughout the remainder of the City.

7. Create old-fashioned neighborhoods where a variety of housing types coexist alongside compatible commercial businesses.

B. Applicability

1. The location and boundaries of the OTAB District are established as shown on the map entitled "Zoning Atlas, City of Avondale, Arizona," as amended, a copy of which is on file with the City of Avondale Development Services Department.

2. Expansion of the boundaries of this District shall be limited to the cross-hatched areas on the following map:



C. Sub-Districts

The OTAB District is comprised of the following sub-districts:

1. Heritage District:

Any property located within OTAB with direct frontage on Western Avenue, Central Avenue or Dysart Road shall be subject to the requirements, restrictions and standards that are listed in this subsection 307(C)(1). This Sub-District promotes pedestrian-oriented development that is designed to attract customers from a regional trade area as well as from the immediate area. Commercial uses are required on the ground floor in order to produce the critical mass of businesses necessary to make the area flourish; residential uses are encouraged on upper floors to create a presence in the area during off-peak business hours. Development shall take the form of a traditional main street, where businesses extend to the pedestrian sidewalk and parking is provided on the street, within public lots/structures, or behind the buildings.

2. Neighborhood District:

Any property located within OTAB with direct frontage on a local street shall be subject to the requirements, restrictions and standards that are listed in this subsection 307(C)(2) for the Neighborhood District. This Sub-District is designed to provide a transition between the OTAB Heritage District and the residential districts located on the periphery of the OTAB Neighborhood District. Residential uses remain the primary land use; however, non-residential uses such as boutiques, cafes, professional offices and bed and breakfast inns are permitted. These commercial businesses may be located in either retrofitted residences or new buildings. Development standards have been designed to be respectful of the residential character of the district. Unlike the Heritage District, which requires buildings be placed at the edge of the sidewalk, lushly landscaped areas are required in the fronts of businesses in this Sub-District in order to give entryways a sense of importance and to distinguish businesses from residential uses.

D. OTAB Land Use Matrix

The following land use matrix shows the uses that are:

- (P) Permitted outright
- (C) Permitted with a conditional use permit
- (PC) Permitted with conditions
- (A) Permitted as an accessory use
- (-) Prohibited

LAND USE	HERITAGE SUB-DISTRICT	NEIGHBORHOOD SUB-DISTRICT
Assembly Uses		
Funeral homes	C	-
Movie and performing arts theaters, indoor	P	-
Places of worship	P	-
Reception centers	C	-
Social/Private club	P	-
Commercial Service Uses		
Banks and financial institutions, excluding non-chartered financial services	P	-
Barber shops	P	PC
Beauty salons	P	PC
Child care centers	C	-
Clothing alteration, custom dressmaking, or tailor shop	P	PC
Health and exercise center	P	-
Massage or day spas	P	PC
Nail salons	P	PC
Pet grooming	P	-
Shoe repair shops	P	PC
Ticket, travel, and recreational activity agencies	P	P

LAND USE	HERITAGE SUB-DISTRICT	NEIGHBORHOOD SUB-DISTRICT
Dining and Entertainment Uses		
Bakeries	P	PC
Bars	C	-
Cigar bars and hookah lounges	P	-
Coffee shops	P	PC
Juice bars	P	PC
Outdoor dining	A	PC
Restaurants, without drive-through	PC	PC
Sidewalk cafes	PC	-
Sidewalk vendors	PC	-
Video arcades or game rooms	P	-
Educational, Institutional, and Office Uses		
Art schools	P	-
Dance studios	P	-
Medical, dental, or health offices, excluding plasma centers and medical marijuana uses.	P	PC
Museums, libraries, and cultural centers	P	-
Music studios	P	C
Professional offices	P	PC
Public schools	P	P
Hospitality Uses		
Bed and breakfast inns	C	PC
Hotels	P	-
Miscellaneous Uses		
Community gardens, one acre or less	P	P
Public parking facilities, including parking structures, surface lots and park-and-rides.	PC	PC
Public uses, including utility buildings, structures, uses, facilities and equipment	PC	PC
Uses that are customary and incidental to the principal permitted use of the property	A	-
Pedestrian Oriented Retail Uses		
Antique and collectible shops	P	PC
Art, craft and photography studios, including retail sales	P	PC
Art galleries	P	PC
Consignment shops	P	PC
Farmers markets, indoor or outdoor	P	-
Florists	P	PC
Liquor Stores	C	-
Outdoor sales and display	PC	-
Specialty retail shops, excluding liquor stores	P	-
Grocery Store	P	-
Pharmacy	P	-

LAND USE	HERITAGE SUB-DISTRICT	NEIGHBORHOOD SUB-DISTRICT
Residential Uses		
Dwelling units on the second/third stories of a commercial building	P	-
Multi-family dwelling, such as apartment homes	-	C
Residential living quarters, occupied by owner or employee of a permitted business on property	-	PC
Single family attached dwelling	-	PC
Single family detached dwelling	-	PC

E. OTAB Uses Permitted with Conditions

The following land uses are listed in the OTAB land use matrix as Permitted with Conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan and/or tenant improvement plan review, additional conditions of approval deemed necessary to protect the health, safety, and public welfare may be added.

1. (a) Antique and collectible shops, (b) Art, craft, and photography studios, (c) Art galleries, (d) Barber shops, (e) Beauty Salons, (f) Clothing alteration, dressmaking, or tailor shops, (g) Coffee shops, (h) Consignment shops, (i) Juice bars, (j) Massage and day spas, (k) Medical, dental, or health offices, (l) Nail salons, (m) Professional offices and (n) Shoe repair shops, are allowed in the Neighborhood Sub-District provided that:

   i. The business shall not be open to customers between the hours of 10:00 p.m. and 6:00 a.m.

   ii. The floor area devoted to the business shall not exceed three-thousand (3,000) square feet.

   iii. A maximum of two (2) on-site parking spaces may be provided on a paved driveway. Any additional required parking must be accommodated by delineated on-street spaces, public surface parking lots or public parking structures, all of which must be located within two hundred fifty (250) feet of the property on which the business is to be located.

   iv. The business shall not receive more than three (3) commercial deliveries in a twenty four (24) hour period.

   v. Outdoor storage or display shall be prohibited.

2. Bakeries are allowed in the Neighborhood Sub-District provided that:

   a. The business shall comply with the conditions listed in subsection 307(E)(1), above.

b. The business shall not make more than one (1) delivery of baked goods for off-site sale in a twenty four (24) hour period.

3. Bed and breakfast inns are allowed in the Neighborhood Sub-District provided that:

   a. The bed and breakfast inn shall be owner-occupied. The guess rooms shall be part of the primary residence.

   b. The bed and breakfast inn shall not have more than three (3) commercial deliveries or outside service in a twenty four (24) hour period.

   c. Meals shall only be served to overnight guests and residents.

   d. The bed and breakfast inn shall not be used for the hosting of receptions, private parties or similar events.

   e. A fire escape plan shall be developed and graphically displayed in each guest room. Such plan shall be filed with and approved by the City of Avondale Fire Department.

4. Florists are allowed in the Neighborhood Sub-District provided that:

   a. The business shall comply with the conditions listed in subsection 307(E)(1), above.

   b. Commercial vehicles, as defined in Section 1, shall not be used to make floral deliveries to off-site locations.

5. Outdoor dining is allowed as an accessory to a restaurant in the Neighborhood Sub-District provided that:

   a. The outdoor dining area shall only be allowed if located on the same property as a restaurant operating in compliance with the restaurant requirements set forth in subsections 307(E)(10) and (11) below.

   b. The outdoor dining area shall not exceed one thousand (1,000) square feet.

   c. Music, live or recorded, may not be played in the outdoor dining area.

6. Outdoor sales and display are allowed as an accessory use to an approved retail use in the Heritage Sub-District provided that:

   a. Outdoor sales and displays shall feature products sold and displayed in the primary business conducted in the adjacent permanent building.

b. Outdoor sales and displays shall be clearly subordinate to the indoor sales occurring in the adjacent permanent building.

c. Displays shall not impede pedestrian access ways, handicapped access ways, fire lanes, parking spaces, driveways, entryways, street intersections or landscape areas, and shall not interfere with traffic visibility.

d. Displays shall only occur during the hours the business in the permanent building is operating. Items must be returned indoors prior to the closing of business in the permanent building.

7. Public parking facilities, including parking structures and surface lots are allowed in the Heritage and Neighborhood Sub-Districts provided that:

a. Parking structures may be above ground, provided the structure is architecturally concealed and has the appearance of being enclosed.

i. Open metal railings or panels which don't adequately screen the vehicle from view are prohibited.

ii. When located within the Heritage Sub-District, parking structures shall be designed to have side street accessibility where possible.

iii. The architecture of the parking structure shall share architectural themes of adjacent and nearby buildings.

b. Parking structures shall adhere to the height limitations of the Sub-District in which they are located.

c. Where feasible, parking structures shall feature commercial space on the perimeter of the ground floor. In instances where commercial space cannot be provided, ground level landscaping shall be required on the perimeter of the structure for aesthetic enhancement.

8. Public uses, including utility buildings, structures, uses, facilities and equipment, are allowed in the Heritage and Neighborhood Sub-Districts provided that sites shall be screened from off-site view by a minimum six (6) foot tall masonry wall; taller screen walls may be required depending on the dimensions of the facility being screened. Wall design shall comply with the requirements of Section 12 of this Zoning Ordinance, Landscaping, Walls, and Fences.

9. Residential living quarters occupied by the owner or employee of a permitted business on the property are allowed in the Neighborhood Sub-District provided that:

a. The interior of the building shall be designed such that customers do not have access to the residential living quarters.

b. The living quarters shall not be rented, leased or sold separately from the principle residence or otherwise used for compensation.

c. A separate address, water meter, or utility meter shall not be provided for the living quarters.

d. The living quarters must be physically attached to the business and cannot be located within a separate structure.

10. Restaurants without drive-throughs are allowed in the Heritage and Neighborhood Sub-District provided that:

a. Restaurants within the Neighborhood Sub-District shall comply with the conditions listed in subsection 307(E)(1), above.

b. Restaurants shall schedule regularly occurring trash pickups and provide individual dumpsters to ensure that objectionable odors are minimized.

11. Sidewalk cafés are allowed in the Heritage Sub-District provided that:

a. Sidewalk cafés shall be located directly adjacent to and abutting an indoor restaurant and cannot extend beyond the frontage of the operating indoor restaurant.

b. A sidewalk café shall be allowed only where the sidewalk or porch is wide enough to adequately accommodate both pedestrian traffic in the area and the operation of the proposed café. There shall be a minimum of forty eight (48) inches clear distance free of all obstructions in order to allow adequate pedestrian movement.

c. All outdoor dining furniture, including tables, chairs, umbrellas and planters, shall be moveable. Umbrellas must be secured with a minimum base of not less than sixty (60) pounds. All furniture used in the operation of the café, including any barriers required as a condition of a liquor license must be removed from the sidewalk and stored indoors whenever the restaurant is closed.

d. If determined necessary, by the City Engineer or authorized designee, for public safety, in conjunction with a license issued pursuant to subsection 307(E)(11)(i) below, a moveable decorative barrier separating café seating from pedestrian traffic shall be provided. The designs must reflect the architecture of the restaurant building façade. The barrier must be removed from the sidewalk and stored indoors whenever the restaurant is closed.

e. A sidewalk café shall only serve food and beverages prepared or stocked for sale at the adjoining indoor restaurant, provided that an extension of

premises for the service of alcoholic beverages for on-site consumption has been authorized by the City of Avondale and the State of Arizona.

f. Hours of operation for a sidewalk café shall be the same as those of the adjoining indoor restaurant, or less, but in no event shall the sidewalk café be open when the main restaurant is not.

g. The City shall have the right to prohibit the operation of the sidewalk café at any time because of anticipated or actual problems or conflicts in the use of the public sidewalk. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events, parades, repairs to the street or sidewalk or emergencies occurring in the area. To the extent possible, the business will be given prior written notice of any time period during which the operation of the sidewalk café will be prohibited by the City.

h. The sidewalk café shall not require the provision of additional parking.

i. A sidewalk café shall require a license, or other authorization as determined acceptable by the City Attorney, prior to utilizing any portion of the public right-of-way. Plans detailing the specific location and dimensions of the sidewalk café, as well as the specifications of the proposed site furniture and barrier, shall be approved by the Development Services Department prior to approval of the sidewalk café.

12. Sidewalk vendors are allowed in the Heritage Sub-District provided that:

a. Licensing:

i. Selling, or offering for sale, any food, beverage, or merchandise on any property within Old Town shall comply with the City of Avondale Municipal Code business licensing requirements. Licenses to vend within the OTAB District shall be reviewed and approved by the Development Services Director or authorized designee in conjunction with the City Finance and Budget Department. The application for a vendor's license shall be signed by the applicant and include:

1) The name, home and business address of applicant, and the name and address of the owner, if other than applicant, of the vending stand to be used in the operation of the vending business.
2) An itemized list and description of the food, drinks and/or merchandise to be sold.

3) A description and a depiction (including signage and colors), and specifications of any stand to be used in the operation of the business.

4) A site plan (to scale) depicting the exact proposed location of the vending stand.

5) Proof of an insurance policy, issued by an insurance company licensed to do business in the State of Arizona, protecting the licensee and the City from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the license. Such insurance shall name as additional insured the City and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days advance written notice to the City.

ii. Vending locations shall be approved only if the site is determined to safely accommodate the use.

ii. All licenses shall be displayed in a visible and conspicuous location at all times during the operation of the vending business.

iii. The Zoning Administrator may recommend to the Finance and Budget Office that any license may be denied, suspended or revoked in accordance with the procedures in the Municipal Code for any of the following causes:

1) Fraud or misrepresentation contained in the application for license.

2) Fraud or misrepresentation made in the course of operating the vending business.

3) Conduct of the licensed business in such a manner as to create a public nuisance, or constitute a danger to the public health, safety, or welfare.

4) Any conduct contrary to the vending cart regulations contained within this subsection 307(E)(12).

b. Sidewalk vendors shall not sell food, beverages or merchandise that is not listed on their license applications, nor sell anything that is sold by an indoor restaurant or retail business within a three hundred (300) foot radius from the approved vending location.

c. Vendors within Old Town may operate only between the hours of 8:00 a.m. and 10:00 p.m. except in association with a City-approved special event.

d. No vending stand shall exceed four (4) feet in width, eight (8) feet in length, and eight (8) feet in height.

e. All food or drink sold must be for immediate consumption.

f. Trash receptacles shall be provided for use by patrons. Trash and refuse generated by the vending cart shall not be disposed of in public trash receptacles. All trash must be removed and disposed of by the vendor at the conclusion of each business day, or more frequently as necessary.

g. All items relating to the vending business shall be confined to the stand itself. Seating, tables or other furniture may not be provided in association with the vending operation.

h. A vending stand shall not be left unattended while in operation or left outdoors overnight.

i. Vendors shall not solicit or conduct business with persons in motor vehicles.

j. Vendors shall not sound any device that produces a loud and raucous noise, or use or operate any loudspeaker, public address system, radio, sound amplifier or similar device to attract the attention of the public.

k. No advertising shall be permitted on any stand, except to identify prices and/or the name of the product or vendor.

l. All vending stands shall comply with the following safety requirements:

i. All equipment shall be secured in order to prevent movement during transit and to prevent detachment in the event of a collision or overturn. A safety knife holder shall be provided to avoid the loose storage of knives.

ii. All mechanical instruments used in the operation of the stand shall be installed so as to be hidden from view to the extent possible while remaining accessible.

13. Single family attached dwellings are allowed in the Neighborhood Sub-District, provided that new single-family attached dwellings and additions to existing single-family attached dwellings shall comply with the development standards, accessory use standards, and design standards (including landscaping and signage requirements) of the R-2 (Multiple Family Residential) Zoning District.

14. Single family detached dwellings are allowed in the Neighborhood Sub-District, provided that new dwellings and additions to existing dwellings shall comply with the development standards, accessory use standards, and design standards (including landscaping and signage requirements) of the R1-6 (Urban Residential) Zoning District.

F. OTAB Conditional Use Standards

The following land uses are listed in the OTAB land use matrix as being allowed with a Conditional Use Permit. All uses being granted a Conditional Use Permit shall meet the City's required findings for a Conditional use Permit. Additionally, the individual uses listed below shall comply with the conditions set forth below. Based on review of the Conditional Use Permit application, the City Council may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

1. Funeral homes are allowed in the Heritage Sub-District provided that:

    a. A plan illustrating the route that funeral processions will use exiting Old Town shall be provided by the business and approved by the City Council as part of the Conditional Use Permit process prior to issuance of a business license.

    b. Delivery of funeral accessories to the site shall be scheduled at non-peak viewing and service times to reduce vehicular and pedestrian conflicts.

    c. The disposal of blood extracted during embalming shall comply with the City's Wastewater Pre-Treatment Ordinance.

2. Liquor stores may be permitted as a conditional use in the Heritage Sub-District provided that:

    a. The minimum separation between any liquor store and the nearest body piercing studio, tattoo parlor, non-chartered financial service provider, pawn shop, plasma center, sexually oriented business or another liquor store shall be one thousand three hundred twenty (1,320) feet, measured in a straight line from the nearest property line of each property.

    b. The minimum separation required shall apply regardless of whether the other use is located within the incorporated area of the City of Avondale or within another jurisdiction.

3. Multi-family dwellings may be permitted as a conditional use in the Neighborhood Sub-District, provided that new multi-family dwellings and additions to existing multi-family dwellings shall comply with the development standards, accessory use standards and design standards (including landscaping and signage requirements) of the R-3 or R-4 (Multiple Family Residential) Zoning

Districts, whichever is determined to be more appropriate by the Zoning Administrator.

4. Music studios may be permitted as a conditional use in the Neighborhood Sub-District provided that:

   a. The floor area devoted to the business shall not exceed three thousand (3,000) square feet.

   b. Sound attenuation measures shall be taken to ensure the business has no measurable impact on adjacent residential uses.

G. OTAB District Property Development Standards

OTAB DISTRICT DEVELOPMENT STANDARDS	HERITAGE SUB-DISTRICT	NEIGHBORHOOD SUB-DISTRICT
Minimum Lot Width	Not Applicable	50 feet
Minimum Site Depth	Not Applicable	100 feet
Maximum Lot Coverage	100%	50%
Maximum Building Height	40 feet	30 feet
Minimum Front Setback	0 feet	15 feet
Maximum Front Setback	10 feet	30 feet
Minimum Side Setback	0 feet, except as provided in subsection 307(G)(2)(a) below	0 feet, except when adjacent to a residential use a 5' minimum setback is required.
Minimum Street Side Setback	0 feet	10 feet
Minimum Rear Setback	0 feet, except as provided in subsection 307(G)(2)(b) below	15 feet

1. The following table outlines the minimum development standards required in the OTAB District. Setbacks in excess of those listed on this table may be required in accordance with the conditions required of conditional use permits or uses permitted with conditions.

2. Additional Requirements:

   a. Within the Heritage Sub-District, where a side property line abuts a residentially zoned property, no setback shall be required for the ground floor portion of the structure or first fifteen (15) feet of structure height, whichever is less. Portions of the structure above the ground floor or fifteen (15) feet in height shall be set back a minimum of ten (10) feet from the side property line.

b. Within the Heritage Sub-District, where a rear property line abuts a residentially zoned property, a minimum rear yard setback of twenty (20) feet shall be maintained.

H. OTAB Performance Standards

1. Any exterior modification of a building, structure or site within the OTAB District shall be subject to the standards set forth in the Old Town Avondale Business District Design Guidelines and future amendments thereto, as well as the requirements contained within this subsection 307(H).

   a. New and remodeled buildings shall be compatible with the Old Town character and architecture.

   b. Design shall preserve the integrity of each individual structure and the character of its streetscape.

   c. Important character-defining features and details of existing buildings shall be preserved when exterior alterations are proposed.

   d. All new buildings shall be designed to be compatible with the human scale and shall also preserve the residential and historic character of the surrounding neighborhood.

   e. For elevations fronting onto Western Avenue, Dysart Road or Central Avenue, storefront windows shall be utilized to allow views into and out of ground level spaces. Clear or lightly tinted glass shall be used in windows, doors and display windows.

   f. Façade surfaces adjacent to major streets (Western Avenue, Dysart Road and Central Avenue) shall be no more than twenty four (24) feet in length without an opening.

   g. Any building over fifty (50) feet wide shall be designed to appear as a series of buildings no wider than fifty (50) feet each.

   h. All retail entrances adjacent to major streets (Western Avenue, Dysart Road and Central Avenue) shall be sheltered by use of a porch, canopy or awning.

   i. All customer entries shall be open to either the public right-of-way or an open air breezeway leading to the public right-of-way.

2. All activities shall be conducted entirely within enclosed buildings, except where outdoor uses are explicitly listed in the OTAB Land Use Matrix as permitted, permitted with conditions or permitted as an accessory use, except that outdoor furniture (e.g. benches, chairs, tables) may be provided on any private property for use by pedestrians if the furniture is designed for exterior use and any portion

of the furniture is not located within the public-right-of-way. Customer service shall not be provided outside unless as part of an authorized sidewalk café or outdoor dining use.

3. Outdoor storage and/or display of goods and materials shall be prohibited except where specifically authorized in this Section.

4. Service entrances and service yards shall be located in the rear and/or side yard of the business use or accessed from an alley. Service yards shall be screened from any adjoining residential zone or use by the installation and maintenance of a solid wall or solid (opaque) fence having a height of not less than six (6) feet.

5. Trash enclosures shall be located within screened enclosures that are designed to correspond to the particular architectural style of the corresponding property. These enclosures should not be visible from Western Avenue, Central Avenue or Dysart Road.

6. Signage within OTAB shall be provided in accordance with Section 9 of the Zoning Ordinance.

7. Except where specified otherwise within this subsection 307, parking shall be provided in accordance with Section 8 of the Zoning Ordinance. Joint-use parking shall be permitted in accordance with the procedures outlined in that Section.

8. Landscaping and walls shall be required in accordance with the provisions of Section 12 of the Zoning Ordinance (Landscaping, Walls, and Fences Regulations), except as follows:

    a. Development in the OTAB District shall be exempt from the provisions of subsection 1204(C)(1)(d) (Landscape Design Standards, Required Landscape Areas, General). No minimum percentage of site landscaping shall be required.

    b. The provisions of subsection 1204(C)(3) (Landscape Design Standards, Landscape Setback) shall apply to development in the OTAB District, except that the minimum dimension of landscape setbacks shall be determined by the Development Standard table, above.

    c. The provisions of subsection 1204(C)(5) (Landscape Design Standards, Land Use Buffers) shall not apply to development in the OTAB District.

308 Cashion Business District (CBD)

A. Purpose

The Cashion Business Zoning District (CBD) is intended to encourage and facilitate the construction of new commercial enterprises and/or the expansion of existing businesses in the Cashion commercial corridor. This District promotes flexibility in development standards necessary due to the smaller sized parcels in the area and encourages variation in circulation patterns and land use. Relative to the City's standard Commercial Districts, the CBD includes development standards allowing for reduced setbacks, parking requirements and landscaping requirements.

B. Applicability

The Cashion Business District may be established on any property located between 107th Avenue and 113th Avenue that has direct frontage on Buckeye Road.

C. Permitted Uses

1. The uses permitted in the Cashion Business District shall be the same as those permitted in the C-2 (Community Commercial) Zoning District.

2. Any conditions listed in subsections 304 (Uses Permitted with Conditions) and 305 (Conditional Use Development Standards) of this Zoning Ordinance shall also apply unless specifically exempted in this subsection 308.

D. Property Development and Design Standards

1. The development standards of the Cashion Business District, including but not limited to setbacks, landscaping and screening, are designed to provide flexibility for new and existing businesses. The following table outlines the minimum setback and buffering standards required for this district. Unless specifically modified in this subsection, all development standards in the CBD shall be in accordance with the C-2 District standards.

CASHION BUSINESS DISTRICT MINIMUM SETBACKS & BUFFERS	
Buckeye Road Setback	10' Minimum, Fully Landscaped
Secondary Street Setback	10' Minimum, Fully Landscaped
Interior/Side Setback	None
Rear Setback and/or Building Setback from a Residential Use	10' Minimum, Fully Landscaped. No setback shall be required if an alley is adjacent to a rear property line or separates a commercial use from a residential use.
Parking Setback from a Residential Use	5' Minimum, Fully Landscaped

2. Setbacks in excess of those listed in the table in subsection 308(D)(1) above may be required in accordance with the conditions required of uses permitted with conditional use permits or uses permitted with conditions.

3. On-site parking shall be provided in accordance with Section 8 of this Zoning Ordinance. Joint-use parking shall be permitted in accordance with the procedures outlined in Section 8 of this Zoning Ordinance.

4. Landscaping and walls shall be required in accordance with the provisions of Section 12 (Landscaping, Walls, and Fences Regulations) of this Zoning Ordinance, except as follows:

    a. Landscaped areas shall be provided on the site in an amount equal to or greater than ten (10) percent of the net site area. Development in the Cashion Business District shall be exempt from the provisions of subsection 1204(C)(1)(d) (Landscape Design Standards, Required Landscape Areas, General).

    b. The provisions of 1204(C)(3) (Landscape Design Standards, Landscape Setback) shall apply to development in the Cashion Business District, except that the minimum dimension of landscape setbacks shall be determined by the Development Standard table, set forth in subsection 308(D)(1) above.

    c. The provisions of 1204(C)(5) (Landscape Design Standards, Land Use Buffers) shall apply to development in the Cashion Business District, except that the minimum dimension of landscape buffers between a CBD property and a residential use shall be determined by the Development Standard table, set forth in subsection 308(D)(1) above. This landscape buffer shall also be required on any CBD property where an alley separates the property from a residential use.

5. Any conditions required of uses listed in subsections 304 (Uses Permitted With Conditions) and 305 (Conditional Use Development Standards) of this Zoning Ordinance shall apply, except as follows:

    a. The provisions of subsection 304(C). (Uses Permitted With Conditions, Automobile Service and Diagnostic Facilities) of this Zoning Ordinance shall apply to the development of automobile service and diagnostic facilities, except that the landscape buffer shall be a minimum of ten (10) feet. Additionally, garage bay doors may face residentially zoned properties or uses if screened in a method acceptable to this Zoning Administrator or designee.

    b. The provisions of subsection 304(R) (Uses Permitted with Conditions, Tire Sales, Repair, and Mounting Facilities) of this Zoning Ordinance shall apply to the development of tire sales, repair, and mounting facilities, except that the landscape buffer shall be a minimum of ten (10) feet. Additionally, garage bay doors may face residentially zoned properties or uses if screened in a method acceptable to the Zoning Administrator or designee.

c. Screening of drive-through lanes shall only be required from public streets.

SECTION 4 EMPLOYMENT DISTRICTS

Ordinance 1317-708; 1449-211

401 Purpose and Intent

Employment zoning districts are intended to make property available for uses that provide employment opportunities, including general office and industrial, and retail and commercial uses supporting these primary uses.

The following Employment districts are established:

A. Commerce Park (CP). The purpose of the Commerce Park district is to accommodate employment uses including administrative, medical, and research industries, offices, hotels and light manufacturing. Associated support commercial uses are also included within this district. The Commerce Park is intended to meet the following objectives:

1. Encourage a campus-style development.

2. Development that is compatible with surrounding and adjacent uses, generally occurring within enclosed buildings.

3. A district that provides flexibility to respond to the City's land use and economic needs while projecting a highly desirable and unified appearance along public streets.

4. Promote an efficient circulation system that includes attractive streetscapes and functional pedestrian areas.

B. General Industrial (A-1). The purpose of the General Industrial district is to accommodate warehousing, wholesaling, assembly, and heavy manufacturing of an intensive nature, often involving open uses and/or storage, large scale machinery and structures.

402 Land Use Matrix

The following land use matrix shows the uses that are permitted outright (P), permitted subject to a conditional use permit (C), permitted with conditions provided herein (PC), as an accessory use to an otherwise permitted use (A) or prohibited (-) in specific employment zoning districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the user of this Zoning Ordinance. Where the text of this Zoning Ordinance differs from the land use matrix, the text shall prevail.

Land Use Matrix

Permitted Use	P
Permitted Use with Conditions	PC
Conditional Use Permit	C
Accessory Use	A
Not Permitted	-

LAND USE	CP	A-1
Ambulance dispatch facility	P	P
Animal shelter	-	C
Auto body and engine repair, upholstery, painting facilities, and similar uses for trucks, automobiles, boats, motorcycles, recreational vehicles, and similar	-	P
Aviation related business, including aircraft repair, sales and service	-	C
Banks and chartered financial institutions	P	-
Business support services - photocopy centers, office supply stores, and package delivery services.	P	C
Catering	P	P
Child care center	C	-
Clinic for dental and medical	P	-
Contractor's materials storage yard	-	P
Data and call centers	P	P
Day laborers hiring center	-	C
Design centers	P	P
Distribution of products manufactured or assembled on-site	A	A
Dry cleaning drop-off establishment	P	-
Dry cleaning plant	-	P
Employment agency	P	-
Emissions testing facility	-	P
Extraction of rock, sand, gravel, etc. operations	-	C
Garages for repair of trucks, buses and heavy equipment	-	P
Government offices and facilities - federal, state, county and city.	P	P
Health and exercise centers, intended to serve the surrounding employment uses (maximum 10,000 square feet gross building area)	P	-
Hospital and urgent-care facility	P	-
Hotel and conference center	P	-
Impound lot	-	C
Laboratories for product development, testing, experimenting and investigating - bio-science, medical, dental, pharmaceutical, electronic and similar uses.	P	P
Landscaping and agricultural supplies and equipment, wholesaling, and storage	-	P
Manufacturing and assembly, light	P	P
Manufacturing and assembly, heavy	-	P
Manufacturing of hazardous materials (explosives, chemicals, dry ice, gases, gasoline, petroleum, paints, varnishes, and other similar) manufacturing or processing	-	C
Medical, dental, or health offices, excluding plasma centers and medical marijuana uses	P	-
Medical Marijuana Dispensary	-	PC
Medical Marijuana Cultivation Location	-	PC
Metals collecting, crushing and recycling facility	-	C

LAND USE	CP	A-1
Mini-storage warehouse, excluding outdoor storage of vehicles or trailers	C	C
Mining or drilling operations	-	C
Mixing plant for cement or paving	-	C
Motion picture productions (studio)	C	P
Motor vehicle assembly	-	P
Outdoor storage associated with an on-site primary use, excluding vehicles	C	PC
Pharmacy, when integral to a multi-tenant building (no drive-through)	P	-
Processing of meats, fats or oils	-	C
Professional offices	P	P
Public utility facilities	P	P
Restaurant, Full Service (no drive-through)	P	-
Retail sales and service of new and used automobiles, boats, motorcycles and/or recreational vehicles	C	-
Retail sales that primarily support the businesses and employees of the commerce park and not the general population	C	C
Sale of products manufactured or assembled on-site	A	A
Schools, vocational, business, trade, college, university	P	-
Sexually oriented businesses, subject to the requirements of Section 10 of the Zoning Ordinance	-	PC
Signs and monuments, including sales, manufacturing and assembly of signs or sign components	P	P
Transmitting and receiving towers	C	C
Truck and trailer fueling, dispatch and weighing stations	-	C
Veterinary hospital, clinic	P	-
Vehicle storage facility, excluding dead vehicle storage	-	P
Warehousing	A	P
Wholesaling	-	P

403 Uses Permitted With Conditions

Based upon site plan review, land uses listed in the land use matrix as "Permitted with Conditions" may be subject to additional conditions of approval if deemed necessary to protect the health, safety, and public welfare.

A. In addition to, and in no way limiting the general nature of this Section 403, medical marijuana dispensaries and medical marijuana cultivation locations are allowed in certain general industrial districts as set forth above, so long as such uses are in compliance with the requirements of Section 13 of this Zoning Ordinance.

B. In addition to, and in no way limiting the general nature of this Section 403, sexually oriented businesses are allowed in certain general industrial districts as set forth above, so long as such uses are in compliance with the requirements of Section 10 of this Zoning Ordinance.

C. Outdoor storage associated with an on-site primary use is permitted in the A-1 District, subject to the following conditions:

1. Storage areas must be attached, fully screened, and designed as part of the primary building.

2. Storage areas must be constructed of concrete and/or masonry block with exterior finishes to match the primary building.

3. Storage area gates must be opaque.

4. Stored materials shall not exceed the height of the lowest adjacent wall.

404 Uses Permitted With a Conditional Use Permit

The land uses listed in the land use matrix as being permitted subject to a Conditional Use Permit shall require approval of a conditional use permit through the process set forth in Section 1 of this Zoning Ordinance prior to approval of a Site Plan.

405 Development Standards

The following development standards shall apply to all developments zoned CP and A-1.

A. All activities, except as allowed by conditional use permit as listed in the land use matrix, shall be conducted entirely within enclosed buildings.

B. Within the CP District, warehousing or indoor storage of goods or material incidental to permitted uses shall be allowed.

C. All new buildings and uses of land or substantial additions to or remodeling of existing buildings/uses shall be subject to site plan review in accordance with Section 1 of this Zoning Ordinance.

D. The following table outlines the minimum development standards within each district.

District	CP	A-1
Maximum height	35’	45’
Maximum building coverage	50%	-
Minimum setbacks: Front Yard	25’	30’
Side yard	15’	10’-
Rear yard	15’	10’-
Street side	25’	30’
Adjacent to a residential zoning district or use*	50’	75’

* Not applicable to manufactured home parks.

406 Design Standards

The Design Manuals adopted by City Council and maintained by the Zoning Administrator or designee shall serve as guidelines for site and architectural design in all districts.

SECTION 5 SPECIAL DISTRICTS

Ordinance 1365-509; 1434-1210; 1449-211; 1453-411

501 City Center District

A. Purpose

The Avondale City Center Specific Plan, as amended (the "CCSP") was created to implement the City Council's vision of creating a high-density, mixed use environment that will become a premier destination for shopping, dining, entertainment, employment and various types of residential uses for the area of Avondale located between the Avondale Civic Center and Interstate Highway 10, commonly referred to as the City Center. The City Center Zoning District (the "CCD") is intended to complete the vision expressed in the CCSP by prescribing building form, site design and architectural standards for the City Center. The CCD consists of two (2) components approved by the City Council: (A) a legislatively approved base zone, the boundaries of which are consistent with Figure 3-1 of the CCSP, containing the basic performance standards and regulations for the respective Sub-Districts shown on Figure 3-1 of the CCSP and (B) an administratively approved (by the City Council), individualized Development Plan that selects the land uses from those allowed in the base zone sub districts and organizes such uses into a form-based Development Plan specific to a site. Accordingly, the Sub-District categories set forth in Section 503 below are intended to directly relate to and implement the provisions set forth in Section 3.2 of the CCSP for the corresponding Sub-District category. The CCD is intended to be flexible to allow for a parcel of land to be entitled in a single step by combining the Development Plan with the base zone approval, much like a typical PAD rezoning, or to allow for the base zone to precede the Development Plan.

B. Applicability

1. Only properties within the City Center boundary will be permitted to rezone to the CCD.

2. The development regulations related to each Sub-District and the boundaries thereof shall correspond to the descriptions of the Land Use Categories of the same name in Section 3.2 of the CCSP and the boundaries and locations of the Land Use Categories as shown on Figure 3-1 of the CCSP.

C. Sub-Districts

The CCD is divided into six (6) Sub-Districts. Properties within each Sub-District shall comply with the Land Uses and Development Standards set forth in this Section in accordance with the standards in the CCSP for each such Sub-District. The six (6) Sub-Districts are described below:

1. Gateway Employment:

The Gateway Employment (GE) Sub-District is designed to place primary land uses close to the freeway, to maximize opportunities for business exposure to the freeway

and to ensure that residential uses are not located within six hundred (600) feet of freeway traffic. Primary uses in Gateway Employment Sub-District include retail, office, and hotel. In this Sub-District, residential, industrial, manufacturing, and warehouse uses are not permitted. Uses may be served by surface and/or structured parking. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories with City Council approval as part of the Development Plan process. A variety of Mid-rise and high-rise office, pedestrian-oriented retail, large floor plate uses and big box uses are permitted in the Gateway Employment Sub-District, subject to an appropriate Development Plan.

2. Employment Mixed-Use:

The Employment Mixed-Use (EMU) Sub-District is designed to emphasize employment uses, including retail, professional office, hotel, and personal service uses. Residential units may be built on upper floors throughout the Employment Mixed-Use Sub-District if built in conjunction with employment uses; provided, however, that residential units fronting on Park Avenue may be built on the ground floor. The minimum ratio is one (1) square foot of employment use for every two (2) square feet of residential development, except for those properties fronting Park Avenue which may be exclusively residential. The mix of uses may be provided horizontally or vertically, and may be distributed across multiple properties, subject to Development Plan approval. Residential units may be incorporated throughout the first floor when it can be shown that such units support and heighten the purpose of the district.

The Employment Mixed-Use Sub-District is intended to include mid-rise and high-rise buildings of three (3) to ten (10) stories, predominantly served by structured parking. For a development project containing multiple buildings, the minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75 – 1.0. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories along Avondale Boulevard north of Van Buren Street with City Council approval as part of the Development Plan process.

3. Pedestrian Retail:

The Pedestrian Retail (PR) Sub-District includes all properties with frontage along pedestrian retail streets, as shown on Figure 3-1 of the CCSP. The land uses on the ground floor of buildings in the Pedestrian Retail Sub-District shall be restricted to those types of active uses that create a lively street environment. Professional offices and residential uses are not permitted in these ground floor locations, but are permitted on upper floors; provided, however, that residential uses fronting Park Avenue are permitted on the ground floor.

The form of development shall be compact building footprints, with small street setbacks and wide sidewalks designed to facilitate pedestrian activity. Buildings with first floor restaurants shall include outdoor seating areas that do not conflict with pedestrian areas. For a development project containing multiple buildings, the

minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75 – 1.0.

4. Neighborhood Commercial:

The Neighborhood Commercial (NC) Sub-District is designed to allow for a suburban-type of development on the fringe of the City Center area, while still contributing to the intent of the look and feel of the City Center. Buildings along arterial streets shall conform to specific setbacks to provide the intended streetscape for the City Center area, while buildings at the interior of a site may have larger street setbacks. Uses allowed in the Neighborhood Commercial Sub-District are retail, restaurant, office, and personal service. Residential is appropriate on upper floors of multi-story buildings and may be approved as part of a development project containing multiple buildings.

5. Residential Mixed-Use:

The Residential Mixed-Use (RMU) Sub-District is designed to provide a transition between the Employment Mixed Use areas and residential neighborhoods. While residential is the primary land use, small office, retail, and personal service uses may be located on the ground floor of multi-story buildings. Non-residential uses such as small office buildings or boutique hotels may be permitted. Such non-residential uses shall be compatible in scale with nearby residential development and shall not adversely impact the quiet enjoyment of residential uses. Parking shall be located underneath or behind the units. Residential uses shall be developed at a minimum of fifteen (15) units per acre, and a maximum of forty five (45) units per acre. Building heights shall range from two (2) to five (5) stories.

6. Townhouse Residential:

The Townhouse Residential (TR) Sub-District is designed to provide a transition between the Residential Mixed-Use Sub-District and neighboring single-family residential development. Townhouse residential units shall be attached units with separate individual entrances fronting a public street and private open space attached to the individual unit in the form of patios or balconies. Parking shall be either attached or located on the same lot. Townhouse residential development may include interlocking units, but may not include buildings with common stairways serving multiple units. The minimum density shall be twelve (12) units per acre and the maximum density shall not exceed twenty (20) units per acre. Building heights are two (2) to three (3) stories.

D. Administration

1. Establishment:

CCD base zoning may be established on property within the City Center according to the procedures outlined in and Section 111 of this Zoning Ordinance. In addition to

the approved CCD base zoning, a City Council approved Development Plan is required prior to any application for a development permit within the City Center area.

a. Development Plans may be filed for all or part of the property zoned or to be zoned CCD. Development Plans shall be submitted in accordance with Section 107, Site Plan Review; provided, however that the Planning Commission shall review, and City Council shall review and approve, all Development Plans for properties zoned CCD.

b. The ordinance approving the rezoning of a property to CCD shall indicate, both by narrative text and a map, the location and boundaries of the Sub-Districts that are included in the area to be rezoned.

2. Amendment:

The Zoning Administrator or designee shall determine whether a proposed amendment to an approved Development Plan is a Major or Minor Amendment. Major Amendments shall require City Council approval with a recommendation of the Planning Commission. Minor Amendments shall require administrative approval by the Zoning Administrator or designee only.

a. Major Amendment: Any one (1) of the following shall be considered a Major Amendment of a Development Plan:

i. A significant change in boundary lines of the development. Minor and technical adjustments to the boundary lines within the Development Plan are permitted without a Major Amendment so long as (i) the adjustments do not divide zoning Sub-Districts, (ii) the area affected by the boundary change does not exceed fifteen (15) percent of the total area subject to the Development Plan, (iii) the adjustments do not significantly alter the traffic or pedestrian circulation system for the Development Plan and (iv) in the reasonable opinion of the Zoning Administrator, the overall character of the Development Plan, if modified, will remain in substantial conformance with the CCSP and the Development Plan as originally approved. Any expansion or relocation of a boundary line not within the scope of this exception shall be considered a major amendment of the Development Plan. Such boundary line changes may also require an amendment to the CCSP prior to any City Council consideration of the change to the Development Plan.

ii. Any change that could have significant negative impact on uses adjoining the development.

iii. Any change that could have a significant impact on roadways adjacent or external to the development.

iv. Any change that could have a significant negative impact on the amount of parking required or provided by the development.

v. Any change to a phasing plan that could have a significant negative impact on adjacent or surrounding developments.

b. Minor Amendment: All amendments to a Development Plan not determined by the Zoning Administrator to be Major Amendments according to the criteria set forth in subsection (1) above shall be Minor Amendments.

E. Land Uses

Land uses for each Sub-District shall comply with the Land Use Matrix set forth below:

P = Permitted
C = Conditional Use
PC = Permitted with Conditions
FF = First Floor Only
A = Accessory
- = Not Allowed

LAND USE	CITY CENTER SUB-DISTRICTS					
	GE	EMU	PR	NC	RMU	TR
Amusement parks, outdoor	C	-	-	-	-	-
Antique Store	P	P	P	P	FF	-
Aquarium	C	-	-	-	-	-
Art gallery	P	P	P	P	FF	-
Art studio	P	P	P	P	FF	-
Automobile rental facility with no on-site storage	P	P	P	P	FF	-
Banks and financial institutions without drive-through, excluding non-chartered financial institutions	P	P	P	P	FF	-
Bar	PC	PC	P	-	-	-
Barber shop	P	P	P	P	FF	-
Beauty salon	P	P	P	P	FF	-
Bingo Hall	P	-	-	-	-	-
Bowling alley	P	-	-	-	-	-
Brewery, ancillary to a bar or restaurant	P	P	P	P	FF	-
Bus terminals	P	-	-	-	-	-
Business, technical, or vocational school	P	P	P	P	-	-
Caretakers quarters	A	A	A	A	-	-
Child care center	C	C	C	C	C	C
Cigar Bar or tobacco lounge	P	P	P	-	-	-
Clothing alteration, custom dressmaking or tailor shop	P	P	P	P	FF	-
College or university	P	P	P	P	PC	PC
Commercial sporting complexes	C	-	-	-	-	-
Concert facilities, outdoor	C	-	-	-	-	-
Consignment shops	P	P	P	P	-	-
Convention centers and exhibition halls	P	-	-	-	-	-
Dance studio	P	P	P	P	FF	-
Drive-through uses, including restaurants and financial institutions	P	PC	-	P	-	-

LAND USE	CITY CENTER SUB-DISTRICTS					
Dry cleaning and laundry establishment, pick-up and drop-off only	P	P	P	P	FF	-
Emergency medical care facility	P	P	P	P	FF	-
Employment agencies excluding day labor	P	P	P	P	FF	-
Farming	PC	PC	PC	PC	PC	PC
Funeral Home	P	-	-	-	-	-
Health and exercise center	P	P	P	P	FF	-
Hospitals	P	-	-	-	-	-
Hotel or motel	P	P	P	P	PC	PC
Ice skating rink, indoor	P	-	-	-	-	-
Indoor commercial recreation/entertainment uses not otherwise listed	P	P	P	P	-	-
Laboratory for bio-science, dental, medical and research & development	P	P	P	P	-	-
Libraries	P	P	P	P	FF	-
Liquor stores	C	C	C	C	-	-
Massage therapy (medical)	P	P	P	P	FF	-
Massage or day spa	P	P	P	P	FF	-
Medical, dental or health offices, clinics and laboratories, excluding plasma centers	P	P	P	P	PC	-
Museum and cultural centers	P	P	P	P	FF	-
Movie theater, indoor	P	P	P	P	-	-
Music studio	P	P	P	P	FF	-
Nail salon	P	P	P	P	FF	-
Night Club	PC	PC	P	-	-	-
Outdoor Dining, ancillary to a restaurant	A	A	A	A	A	-
Parking Lot, surface	A	A	A	A	A	A
Parking Structure	A	A	A	A	A	A
Pet boarding and day care facility	PC	PC	PC	PC	-	-
Photographic developing and printing studio	P	P	P	P	FF	-
Places of worship	P	P	P	P	P	P
Pre-schools and similar uses	C	C	C	C	C	C
Professional offices	P	P	P	P	PC	-
Public uses	P	P	P	P	P	P
Public utility buildings, structures, uses, facilities and equipment	PC	PC	PC	PC	PC	PC
Real Estate office	P	P	P	P	FF	-
Reception centers	P	-	-	-	-	-
Residential	-	PC	PC	-	P	P
Resorts	P	P	-	-	-	-
Restaurants, without drive-through	P	P	P	P	FF	-
Retail sales of new merchandise within enclosed buildings, excluding liquor stores	P	P	P	P	FF	-
Roller rink, indoor	P	-	-	-	-	-
Sidewalk Café	P	P	P	P	FF	-
Social/private clubs	P	P	P	P	FF	-

LAND USE	CITY CENTER SUB-DISTRICTS					
Specialty retail, indoor, excluding liquor stores	P	P	P	P	FF	-
Specialty sales (e.g. used books or used records, excluding thrift stores and surplus stores)	P	P	P	P	FF	-
Specialty services	P	P	P	P	FF	-
Stadiums	C	-	-	-	-	-
Swimming club, outdoor	C	-	-	-	-	-
Tanning salon	P	P	P	P	FF	-
Telecommunication Tower	PC	PC	PC	PC	PC	PC
Theater, excluding movie theaters	P	P	P	P	-	-
Ticket and travel agency	P	P	P	P	FF	-
Veterinary hospital, offices and clinics, excluding animal boarding	PC	PC	PC	PC	-	-
Video arcade or game room	P	P	P	P	FF	-
Video Rental	P	P	P	P	FF	-
Wine Bar	P	P	P	P	FF	-
Zoo	C	-	-	-	-	-

Land uses listed in the land use matrix above as Permitted with Conditions are permitted by right only if the conditions listed below for the individual uses are met. Based on Development Plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

1. A college or university is allowed in all CCD Sub-Districts provided that, in RMU and TR Sub-Districts, colleges and universities shall only be permitted if the buildings (1) are in scale with nearby residential development and (2) do not adversely impact current or future residential uses.

2. Drive-through uses, including restaurants and financial institutions, are allowed in GE, NC and EMU Sub-Districts. However, in EMU Sub-Districts, stand-alone drive-through uses shall be prohibited; Drive-through uses in such EMU Sub-Districts shall only be permitted as part of multi-use buildings.

3. A hotel is allowed in all CCD Sub-Districts; provided, however, that in RMU and TR, hotels shall be limited to a maximum of fifty (50) rooms and shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.

4. Medical, dental or health offices, clinics and laboratories, excluding plasma centers, are allowed in the RMU Sub-District; provided, however, that unless located entirely on the first floor of a mixed use building, medical office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.

5. A professional office is allowed in the RMU Sub-District; provided, however, that unless located entirely on the first floor of a mixed use building, professional office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.

6. Bars are allowed in the GE and EMU Sub-Districts; provided, however, that (1) the exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, other bar or night club, (2) closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar and (3) with respect to GE Sub-Districts only, exits and entrances to a bar shall not be located within three hundred (300) feet of a residential district.

7. Night clubs are allowed in the GE and EMU Sub-Districts; provided, however, that (a) the exterior building wall of a night club shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, bar or other night club, (2) closing time for dance floors or other accessory uses to a night club shall coincide with the closing time for the night club and (3) with respect to GE Sub-Districts only, exits and entrances to a night club shall not be located within three hundred (300) feet of a residential district.

8. Residential Uses are allowed in EMU and PR Sub-Districts; provided, however, that, except for residential uses fronting on Park Avenue, such residential uses are only permitted on the upper floors.

9. Farming is allowed in all CCD Sub-Districts for a period not to exceed five (5) years from the date of rezoning; provided, however, that farming is limited to the cultivation and harvesting of crops and that no agricultural uses which utilize livestock (i.e. dairy farming), plant nurseries, or greenhouses shall be allowed. Farming and agricultural uses legally occurring on the property prior to rezoning to CCD shall not be subject to this provision. After the initial time five (5) year time period has elapsed, such use may only continue under a Conditional Use Permit.

F. Development Guidelines

1. Properties within the Gateway Employment, Employment Mixed-Use, Residential Mixed-Use, and Townhouse Residential Sub-Districts shall comply with the Development Guidelines as listed in Table 5-1 of the CCSP. The Pedestrian Retail Sub-District shall comply with the Development Guidelines as listed for the Employment Mixed-Use Sub-District, except to the extent such guidelines are determined by the Zoning Administrator to be inapplicable.

2. Properties within the Neighborhood Commercial Sub-District shall comply with the Development Guidelines listed for the Gateway Employment Sub-District, except as follows: (1) maximum building height: five (5) stories; (2) setbacks on Van Buren Street: minimum twenty (20) feet to buildings, thirty (30) feet to parking (maximum forty (40) feet); and (3) setbacks on Avondale Boulevard: minimum thirty (30) feet to building, forty (40) feet to parking (maximum sixty (60) feet).

G. Design Guidelines

Unless specifically modified herein, all CCD developments shall comply with the Design Guidelines listed in Section 5.4 of the CCSP and the Streetscape Design Guidelines listed in Section 4.2 of the CCSP. Any design issues not addressed in the CCSP or in this Zoning Ordinance shall be subject to the design guidelines listed in the Commercial/Industrial/Multi-Family Design Manual. While specific architectural themes, color palettes, and material palettes are not dictated by the CCSP or this Zoning Ordinance, individual buildings shall be designed to complement other buildings within a block or Sub-District.

H. Parking

Parking for each land use shall be provided by a combination of on-street parking, off-street surface parking and parking structures based on the following:

1. A parking demand analysis prepared by a qualified parking or traffic consultant, a licensed architect, or civil engineer shall be submitted with each Development Plan. The parking demand analysis, as approved by the Zoning Administrator or designee, shall determine the number of parking spaces required for each use within the Development Plan.

2. The parking demand analysis shall analyze the needs of every proposed use in the Development Plan, using the Required Parking Schedule in Section 8 of the Zoning Ordinance as a starting point.

    a. Provided parking shall not exceed the one hundred ten (110) percent of the number listed in the Parking Schedule.

    b. Provided parking for a single use may be up to twenty (20) percent less than the amount required by the Parking Schedule based on the parking analysis.

3. The amount of required parking may be reduced by up to fifty (50) percent where it can be determined that the peak requirements of the several occupancies occur at different times and where a shared parking operations plan, approved by the Zoning Administrator or designee, shows that this reduction in parking will not cause conflicts among nearby uses. Such a shared parking analysis may be based on:

    a. Intermittent non-conflicting uses. When required parking reductions are predicted as a result of sharing between intermittent uses with non-conflicting parking demands (e.g. a nightclub and a bank), then the reduction can be considered.

    b. Parking occupancy rates. When the parking reduction has been shown to be feasible by using the demand calculations as determined by an analysis of typical local parking demand.

c. Existing parking surveys. When a study of existing parking shows parking occupancy rates of morning, afternoon and evening peaks on all seven (7) days of the week. The seven (7) days of observation may take place over the span of two (2) consecutive, typical weeks. A combination of similar circumstances may be necessary to cover all the proposed land uses. The approximate square footages of the various land uses of the specimen projects shall be compared to the proposed project to allow the ratios of uses to be rated accordingly.

4. Off-street surface parking and parking structures counted towards the required parking shall be within 400' of the use, measured from the exterior wall of the use to the closest perimeter of the surface parking or parking structure.

5. On-street parking counted towards the required parking shall be adjacent to the property for which the parking is intended.

I. Necessary Amendments

In the event that any of the provisions of the CCSP referred to herein are amended, the Zoning Administrator shall concurrently give notice of and process an amendment to this Section 5, in accordance with the procedures outlined in Section 111 of this Zoning Ordinance.

502 Major Sports and Entertainment District

A. Purpose

The purpose of the Major Sports and Entertainment District (MSED) is to provide an appropriate zoning district to accommodate the unique demands and impacts of (1) facilities used to conduct major sports and/or entertainment events and (2) mixed use and/or destination entertainment developments related to and operated in conjunction with a major sports/entertainment venue. Due to the unique characteristics, form, and impact of these types of these large scale facilities, deviation from traditional zoning standards is necessary in this district.

B. Applicability

1. MSED zoning may be established on property where a major sports and entertainment venue is located and directly abutting parcels, subject to the procedures outlined in Section 1 of this Zoning Ordinance. The district may also be established on non-abutting parcels if those properties are located within one-quarter (1/4) mile of a MSED zoned parcel and if said parcel is to be developed in accordance with the purpose of this zoning district. The district may be established on non-abutting parcels that are located over one-quarter (1/4) mile of a MSED zoned parcel for shuttled event parking only if identified in a Comprehensive Parking Plan for the major sports and entertainment venue.

2. In conjunction with a request to establish MSED zoning, a Conceptual Development Plan (CDP) shall be submitted by the applicant for review and recommendation by the

Planning Commission and review and approval by the City Council. The Conceptual Development Plan will generally guide development on the MSED zoned property and shall depict the general locations of existing uses and facilities and the general locations for future planned facilities, uses, open space, and parking areas. Additionally, in order to determine a proposed location will not have significant deleterious effects on the City's scenic corridors, a view corridor study/analysis will be required. The view corridor study will evaluate the height of a venue from multiple points (e.g. building elevations) from multiple views (e.g. perspectives), no more than five (5) miles away.

a. Major revisions to the Conceptual Development Plan shall be submitted to the Zoning Administrator to be approved administratively if the revised CDP is in conformance with the requirements of this Section. Major revisions shall include:

   i. Any incorporation of a use(s) not previously approved or deletion of a previously approved use(s) with the original CDP.

   ii. A ten (10) percent change in the acreages devoted to any use.

   iii. Any change which could have a significant, adverse impact on areas adjoining the MSED property.

   iv. Any change which could have a significant traffic impact on roadways adjacent to the MSED property.

b. Any revision to the Conceptual Development Plan made by the owner/developer not identified above as major shall be considered a minor revision and shall not require City approval. However, the property owner/developer shall be required to submit a copy of all minor revisions to the CDP to the Development Services Department for inclusion in the zoning case file.

C. Permitted Uses

The following uses shall be permitted in the MSED District:

1. Stadiums, racetracks, arenas, concert pavilions, amphitheaters, performing arts centers and other similar large-scale major sports and entertainment venues. (Including accessory uses which are customarily incidental, as identified in subsection 502(F)).

2. Farming and agricultural uses are permitted for an initial period of three (3) years after the establishment of the MSED and thereafter, such use may continue only under a conditional use permit as set forth in subsection 502(E) below. Dairy farms are prohibited within the MSED.
3. Amusement/Theme Park

4. Museums and Cultural Centers

5. Aquariums

6. Facilities customarily incidental but subordinate to the major sports and entertainment venue, including but not limited to food preparation facilities, multimedia production studios, and storage.

7. Movie theaters, indoor

8. Bars and Nightclubs

9. Restaurants, without drive-through

10. Retail sales of new merchandise within enclosed buildings, excluding liquor stores.

11. Hotels, resorts, and conference centers which may incorporate restaurants, lounges, spas, gyms, golf courses, equestrian centers, banquet space, and meeting space for community and corporate events.

12. Multiple family residential units subject to the limitations set forth in subsection 502(J)(2) below.

13. Professional offices

14. Banks and chartered financial institutions, including ATMs.

15. Business support services, including photocopy centers, retail office supply stores, and package delivery services.

16. Health and athletic clubs.

17. Hospitals and urgent-care facilities.

18. Emergency care clinics.

19. Research, design, and development laboratories and parts manufacturing and assembly facilities relating to the major sports and entertainment venue (Example: A facility where advancements in racecar technology are researched, designed, and built in close proximity to an auto racing track).

20. Racing industry related auto body and engine repair shops, painting facilities, emissions testing, and similar uses operated in conjunction with an automobile race track. The service, repair, and restoration of non-racing-related vehicles shall be prohibited.

21. Auto racing schools operated in conjunction with an automobile race track.

22. Vehicle storage facilities, excluding dead vehicle storage.

23. Ecotourism and educational facilities, including but not limited to multi-use trails containing kiosks displaying historical and/or educational information.

24. Green initiatives including structures and facilities for alternative energy sources, including but not limited to solar, wind, and geothermal, architecturally integrated into a building or structure.

25. Event-related recreational vehicle and mobile camper camping and parking and related indoor and outdoor recreation amenities for such uses. Additionally, these uses will be permitted in a non-event setting only if located entirely within the major sports entertainment venue in conjunction with a venue-sponsored program and provided that the campers are limited to short-term stays that do not exceed fourteen (14) consecutive days."

26. Heliports.

D. Uses Permitted With Conditions

The following uses shall be permitted in the MSED District if they adhere to the specified conditions:

1. Drive-through facilities for allowed uses, subject to the conditions listed in Zoning Ordinance subsection 304(G).

2. Except as provided in subsection 502(F), pet boarding and day care facilities, without and with outdoor play areas, subject to the conditions listed in Zoning Ordinance subsection 304(K) and 304(L) respectively.

3. Permanent towers and antennae, subject to the provisions of Zoning Ordinance Section 708.

E. Uses Permitted Subject to a Conditional use Permit

To ensure compatibility with surrounding uses and the natural environment, the following uses shall require approval of a Conditional Use Permit, subject to the provisions of Section 1, Administration and Procedures:

1. Green initiatives including structures and facilities for alternative energy sources including but not limited to solar, wind, and geothermal as a separate standalone use not integrated into the design of buildings or structures permitted within the MSED.

2. Child care centers, except as provided in subsection 502(F).

3. Agricultural and farming uses.

4. Pharmacies, without drive-through.
5. Non-event related recreational vehicle and mobile camper parking and camping and tent camping located outside of the major sports and entertainment venue.

F. Accessory Uses

1. The following uses are permitted only as an accessory to the use of the primary major sports and entertainment facility on the grounds of the major sports and entertainment venue on event days, as defined by this Ordinance:

   a. Outdoor sales of merchandise from kiosks, trailers, tents and other mobile merchandising units.

   b. Outdoor sales of food and beverages (including alcohol) from mobile vending units.

   c. Family Center, inclusive of a temporary day care facility, provided that the use of which is restricted to event personnel and their immediate family.

   d. Temporary towers and antennae.

2. The following uses are permitted on a daily basis when located within a mixed use, pedestrian oriented development in the MSED. These uses shall only be allowed if an approved site plan for the mixed use, pedestrian oriented development identifies approximate locations for these uses. A standard design for all kiosks will be approved with the site plan to ensure these uses do not detract from the aesthetics of the overall project:

   a. Outdoor sales of merchandise from kiosks.

   b. Sales of food and beverages (including alcohol) from kiosks.

G. Development Standards

The following table outlines the minimum development standards for uses within the MSED. Yard, height, and area requirements may be required in accordance with conditions of conditional use permits or uses permitted with conditions.

	MAJOR SPORTS AND ENTERTAINMENT VENUE	**ALL OTHER USES**
Minimum Lot Area:	160 acres	None
Minimum site depth:	None	None
Minimum lot width:	None	None
Front setback:	20’	0’ to building; 20’ to parking
Street setback:	20’	0’ to building; 20’ to parking
Interior setback:	None	None
Rear setback:	20’	20’
Parking setback from residential district/use:	25'	25’
Maximum lot coverage:	None	None

	MAJOR SPORTS AND ENTERTAINMENT VENUE	ALL OTHER USES
Maximum building height:	230'	40' by right; and up to 160 feet for Hotel, Multi-Family and Office uses only
Building setback from residential district/use:	1' of setback per 1' of building height	1' of setback per 1' of building height

H. Parking

1. Parking for major sports and entertainment venues (including all subordinate accessory facilities) shall adhere to Zoning Ordinance Section 8, Parking, except:

   a. Remote (off-site) commercial parking facilities shall be permitted and be used to meet the minimum parking requirements.

   b. Unimproved parking surfaces shall be permitted subject to dust abatement measures necessary to comply with dust pollution applicable dust pollution laws and regulations.

   c. There shall be no limit on the maximum number of parking spaces provided for the MSE venue and the minimum number of spaces shall be one (1) space per four (4) stadium/venue seats.

   d. Prior to the construction and/or expansion of new parking facilities, a Comprehensive Parking Plan (CPP) establishing a detailed parking plan for the applicable portion of the major sports and entertainment facility may be submitted by the property owner to the City for review and approval by the Zoning Administrator. The CPP shall identify all parking facilities by location, size, access, fire safety equipment access, and shuttle service routes, and shall be designed to meet the parking needs for the stadium, racetrack, arena, or other MSE facility. Any amendments to the approved CPP that change the parking locations or total permitted parking area under the CPP shall also be approved by the Zoning Administrator.

   e. Subsection 802(B) shall not apply and portions of the required parking may be located off-site as needed to meet minimum requirements.

   f. Subsection 802(F) shall not apply and recreational vehicles may be parked for the purpose of loading, unloading, emergency service, patronizing a commercial use, and overnight parking.

   g. Subsection 803(A) shall not apply as parking areas, which, subject to the CPP and this Section, may contain surfaces other than masonry, concrete, or asphalt.

h. Subsection 803(B) shall not apply and parking/circulation areas shall be separated from landscaped areas according to approved landscape plans, as applicable.

i. Subsection 803(I) shall not apply and instead the provisions of subsection 502(K) shall govern.

j. Subsections 803(K) and 803(L) shall not apply.

k. Major sports and entertainment venues shall be exempt from subsection 804(C). Where a mix of uses is planned, shared parking requirements may be utilized pursuant to an approved CPP.

l. Subsection 805(A) shall not apply

2. Parking for all other uses allowed in the MSED shall adhere to all requirements of Zoning Ordinance Section 8, Parking.

I. Site Lighting

1. Lighting for major sports and entertainment venues (including all subordinate accessory facilities) shall adhere to Zoning Ordinance Section 707, Outdoor Lighting, except:

a. The maximum height of field/track/stage lighting within the MSED shall be 230'.

b. Outdoor sports and entertainment venues within the MSED shall be allowed to use field/track/stage lighting so long as the venue is open.

c. Outdoor sports and entertainment venues within the MSED shall be allowed to mount field/track/stage lighting above parapets, roofs, or grandstands.

d. There shall be no limitation on the wattage/initial lumens of field/track/stage lighting for outdoor venues. However, shields shall be required to control external glare and minimize uplight to the greatest extent possible. Offsite light trespass from the venue shall not exceed one (1) foot candle at any residential property line.

e. The maximum height of pole mounted parking lot lighting for MSE venues shall not exceed a maximum height of one hundred ten (110) feet. In or within sevety five (75) feet of any residential zoning district, pole mounted lighting may not exceed sixteen (16) feet in height.

f. Temporary lighting shall be permitted for events when any permanent lighting available on the site of the MSE venue does not sufficiently illuminate the venue or parking area.

g. Permanent Lighting Standards contained in subsection 707(C) shall not apply to lighting within or affixed to the main structure of a major sports and entertainment venue. Permanent lighting elsewhere on a major sports and entertainment venue site shall comply with the following:

i. Shields shall be provided to control external glare and minimize up-light and offsite light trespass. To the extent practicable and based on the purpose of the lighting, lights shall also be directed downward.

ii. External lighting of the face of signs, where permitted, shall be placed in a manner that the illumination source is not visible from the public right-of-way.

h. Prior to the construction of any new outdoor lighting, an outdoor lighting plan specifying how the lighting for the site complies with the requirements contained herein shall be submitted and include a site plan indicating the locations and types of all fixtures on site, luminaire specifications, and a photometric plan indicating light levels across the property (measured in foot-candles). Outdoor lighting plans for major sports and entertainment venues shall be exempt from the requirements of Section 707.

i. Temporary lighting requirements contained in subsection 707(E) shall not apply.

j. Nonstandard lighting requirements contained in subsection 707(F) shall not apply.

2. Lighting for all other uses allowed in the MSED shall adhere to all requirements of Zoning Ordinance Section 707, Outdoor Lighting.

J. Architectural and Design Standards

1. Standards and Guidelines for Large Scale Sports and Entertainment Venues

The MSED recognizes the unique nature of large scale sports and entertainment venues and the ability of such facilities to create iconic facilities within a community. Therefore, typical design requirements like those specified in the City's Design Manuals are not applicable as the style of such a venue must be expressive of the primary activity occurring in the venue while also taking careful steps to complement the surrounding built and natural environments and achieve the aesthetic vision of the City. However, each development shall consider the natural surroundings and environment, and design accordingly. To the extent practicable and taking into account the use of the venue, the design should promote pedestrian connectivity, incorporating shaded refuge areas, and quality design materials. Additionally, applicable design requirements will only apply to the exterior of the facility and buildings internal to the venue and not visible from the public right-of-way are exempt.

a. Materials:

The design style of the large scale sports and entertainment venues, including subordinate accessory uses within the MSED, will be defined by a palette of materials that are expressive of the nature of the major sports and entertainment venue while combining with materials are associated to the region. Materials should convey an honest expression and permanence while avoiding the look of being applied rather than integrated. Materials used shall be of high quality, durable and genuine and should be consistently expressed through all architectural elements including accessory structures, walls, entry monumentation, landscaping and signage.

Acceptable materials include but are not limited to:

Sandstone
Limestone
Native Stone
Cultured or Cast Stone
Precast and Cast in Place Concrete
Textured Concrete
Sandblasted Concrete
Exposed Aggregate Concrete
Sandblasted Concrete Block
Stucco
Glass
Tile (Accent only)
Wood
Corten Steel
Stainless Steel
Galvanized Steel
Painted Steel
Metal Panel systems
Galvanized Aluminum
Oxidized copper
Rammed earth

Plaster or stucco finishes must be used in combination with other high quality materials and should not be the primary building material.

b. Building Design, Wall Planes and Roofs:

Rich and varying materials are desirable on wall planes, roofs, and the ground plane and to the extent reasonable for the scale of a major sports entertainment venue, and large, blank wall surfaces should be avoided. Box-like structures without architectural relief should be avoided but flat roofs with membrane roofing materials are allowed.

c. Retention Basins:

Retention basins should be well landscaped to help add to the aesthetic quality of a site by providing variation to the surface plan. Retention basins should not have a slope steeper than a four (4) to one (1) grade. Where basins are deeper than three (3) feet, a six (6) to one (1) ratio is the maximum slope. Retention basins may be constructed along street frontages.

d. Parking Structures:

The façade of any parking structures shall incorporate the theming/design of the major sports and entertainment venue. Structures should be designed to screen vehicles and headlights from views off-site. The ground-level of the structure should never consist of a featureless length of a wall.

2. Standards and Guidelines for Other Uses

The City's Design Manuals relevant to other uses within the MSED shall apply. Additionally, hotels, offices and multifamily developments within the MSED shall be oriented in a manner that protects the mountain view corridors, to the extent that such orientation is reasonably possible. Furthermore, multifamily uses must be designed as an integral part of the large scale sports and entertainment venue and stand-alone multifamily uses are not permitted.

K. Landscaping, Walls, and Fences

1. Landscaping, walls, and fences for major sports and entertainment venues (including all subordinate accessory facilities) shall adhere to Zoning Ordinance Section 12, Landscaping, Walls, and Fences, but shall be exempt from all parking lot landscaping requirements including the following:

a. Subsection 1203(B)(2)(a) shall not apply.

b. Subsection 1203(B)(3) shall not apply.

c. Subsection 1204(A)(1)(b) shall not apply.

d. Subsection 1204(A)(3) shall not apply.

e. Subsection 1204(A)(5) shall not apply.

f. Subsection 1204(C)(1)(d) shall not apply.

g. Subsection 1204(C)(2) shall not apply and instead, landscaping along public arterial rights-of-way contiguous to new development shall be phased and installed in conjunction with the new development. The installation of street trees within these areas shall be required in an amount equal to or greater than one (1) tree and five (5) shrubs for every thirty (30) feet of arterial street frontage. No trees shall be located within the established public utilities easement however shrubs and groundcover are permissible.

h. Subsection 1204(C)(6)-(8) shall not apply.

i. Subsection 1207(B)(2) shall not apply.

j. Subsection 1207(B)(4)(b) shall not apply.

k. Except as provided elsewhere in this subsection 502(K), subsection 1207(B)(8) shall not apply and any fencing existing as of December 31, 2010, shall be permitted to remain and be relocated in order to secure the site. New chain-link fencing beyond that date will be permitted (i) within a major sports and entertainment venue and (ii) external to the venue if temporary and race-related.

l. Subsection 1207(F) shall not apply.

m. Subsection 1207(G) shall not apply and instead, all new, non-event-related outdoor storage areas for materials, vehicles, trailers, equipment, trash or other similar items shall be enclosed and screened from public rights-of-way. For storage areas not visible from the public right-of-way only, screening may be accomplished by utilizing chain-link fencing, provided that privacy-slats, fabric or landscaping is also incorporated into the fencing system.

n. Subsection 1207(H) shall not apply.

2. Landscaping, walls, and fences all other uses allowed in the MSED shall adhere to all requirements of Zoning Ordinance Section 12, Landscaping, Walls, and Fences.

L. Signs

A Comprehensive Sign Plan (CSP) shall be submitted by the property owner for property located within the MSED zoning District for review and approval by the Zoning Administrator. The CSP shall identify all existing and proposed signs by general location and size. The CSP shall be consistent with the intent and purpose of this Section (MSED) and Section 9 (Sign Ordinance) except as specifically provided below. A CSP may propose signage in excess of what is allowed by Section 9 for C-3 uses; any CSP tied to the MSED which proposes signage in excess of Zoning Ordinance maximums within Section 9 for C-3 uses shall require City Council approval. Where a CSP does not address a particular subject, the Sign Ordinance shall control.

1. Major sports and entertainment venues (including all subordinate accessory facilities) are exempt from those requirements of Section 9 of the Zoning Ordinance as provided below and alternative standards shall be determined according the requirements herein as provided in the CSP:

a. Subsection 903(B) shall not apply.

b. Subsection 904(B) shall not apply, and instead an applicant may submit a CSP at any time. The CSP submittal package shall contain the information required in the Zoning Ordinance.

c. Subsection 905(A)(7) shall not apply and signs and sign structures may extend above a building's parapet.

d. Subsection 905(A)(8) shall not apply and permanent free-standing signs and sign structures may be located within five (5) feet of an interior property line.

e. Subsection 905(A)(10) shall not apply and temporary, event-related signs may be placed on, attached to, or hung from any permanent sign.

f. Subsection 905(A)(11) shall not apply and temporary signs and displays may be placed on the roof of any building or structure.

g. Subsection 905(C)(2) shall not apply during event-related activities

h. Subsection 907(A)(1) shall not apply.

i. Subsection 907(B)(2) shall not apply. Permanent pole-mounted signs may be approved by the Zoning Administrator in accordance with a CSP if said signs do not advertise commercial uses but instead are used for directional or identification purposes. For example, pole-mounted signs may be used within parking lots to identify lot locations and to identify bus loading and ticket zones.

j. Subsection 907(B)(3) shall not apply.

k. Subsection 907(C)(1) shall apply only to those signs visible from public rights-of-way.

l. Subsection 907(C)(2) shall apply only to those signs visible from public-rights-of-way.

m. Subsection 907(C)(3) shall not apply.

n. Subsection 907(C)(4) shall apply only to those signs visible from public-rights-of-way.

o. Subsection 908(C) shall not apply, but attachments to temporary signs shall be provided with temporary sign permit.

p. Subsection 909(B) shall not apply, and instead, if any entity that utilizes a non-conforming sign ceases operation for a period of one (1) year, the nonconforming status of the sign shall be forfeited.

q. Section 911 shall apply except that off-premise signs, variable message signs, pole signs shall be permitted in accordance with an approved CSP. Vehicles for

which the primary purpose is advertising shall be allowed during major venue events only.

r. Subsection 912(A)(6)(b) shall apply only to first-floor windows. For all other windows the total sign area for window signs may constitute one hundred (100) percent of the window area of each window.

s. Subsection 912(A)(7) shall apply, except that for non-illuminated directional and informational signs, the width of the sign at its base shall be determined according to the CSP.

t. Subsection 913(A), (B), and (C) shall not apply.

u. Subsection 913(D)(1)(a) shall apply, except that maximum sign area for primary and secondary elevations may be increased pursuant to the CSP. Signs not visible from public rights-of-way do not count toward maximum sign area.

v. Subsection 913(D)(1)(d) shall not apply.

w. The size and design of directory signs within major sports and entertainment venues shall comply with the size and design standards for the City Center and Old Town Avondale Business Districts found in subsection 913(D)(3)(b).

x. Subsection 913(D)(4)(a) shall not apply.

y. Subsection 913(D)(4)(c) shall not apply, and instead, the maximum height and area for monument signs shall be determined through the CSP.

z. Subsection 913(D)(4)(e) shall not apply and instead, multiple single tenant signs may be permitted on the major sports and entertainment venue parcel where the separation of the uses on the parcels requires separate monument signs. Uses that are in close proximity to each other should be identified in the CSP on a multi-tenant monument sign.

aa. Subsection 913(D)(5)(a) shall not apply.

bb. Subsection 913(D)(5)(c) shall not apply, and instead, the maximum height and area for monument signs shall be determined through the CSP.

cc. Subsection 913(D)(6) shall apply to freeway pylons signs, except that freeway pylon signs may be located off-site near freeways (in any commercial or industrial zoning district), on parcels solely dedicated to providing for such freeway pylon signs.

dd. Subsection 913(E)(1) shall not apply, and instead, a permanent off-premise sign may be provided for within the CSP only where the purpose of such sign is to advertise the major sports and entertainment venue.

ee. Subsection 914(B)(8) shall not apply to temporary signs erected in conjunction with events at the major sports and entertainment venues.

503 Special Use Overlay District

A. Purpose and Effect

1. This overlay district is provided for certain specified land uses that do not conform to the broad use categories found in traditional zoning districts. It allows these special uses to be established on any parcel of land in any zoning district if required findings are met taking into consideration the characteristics of the use, the site, the proposed development plan, and the surrounding area. Site-specific development standards and performance requirements are established at the time of the overlay zoning.

2. The permitted uses and required development standards of the underlying zoning district shall be superseded to the extent inconsistent with the development plan, but shall otherwise remain in full force and effect.

B. Permitted Uses

Only those uses specifically listed below will be eligible to be considered special uses within the meaning of this Section 503.

1. Cemeteries, which may include mausoleums, columbarium, crematoriums, mortuaries and other related accessory uses.

2. Heliports, helipads, aircraft landing strips and airports.

3. Golf courses, which may include accessory uses such as driving ranges, pro shops, restaurants and cocktail lounges.

4. Outdoor commercial recreation facilities including, but not limited to, sport courts and fields, outdoor arenas, sports stadiums, amusement parks, golf driving ranges, miniature golf courses, water parks, paintball parks, shooting ranges, zoos and drive-in theatres.

5. Commercial racetracks and associated uses.

6. Resort hotels and accessory uses.

7. Sand and gravel extraction and related uses, including rock crushing and processing and batch plants.

8. Commercial radio and television broadcasting towers.

9. Electrical substations, generating plants and other public utilities when subject to municipal zoning authority.

10. Commercial campgrounds and recreational vehicle parks.

11. Motion picture production studios and accessory uses.

12. Sanitary landfills.

C. Required Development Plan

1. A development plan shall be approved at the time of zoning as an integral part of the overlay district.

2. All permitted uses, development standards and performance requirements for the special use shall be specified by the development plan.

D. Application Requirements

1. The application requirements and fees specified for zoning amendments in Section 111 of this Ordinance shall apply.

2. The development plan shall consist of a conceptual land use plan and a narrative report. The level of detail required will depend upon the nature and scale of the use as determined by the Zoning Administrator.

3. Traffic studies, traffic management plans, preliminary drainage reports, utility master plans and other supporting information may also be required depending upon the scale and nature of the use as determined by the Zoning Administrator.

4. The conceptual land use plan shall show, at a minimum, the following information:

   a. Location, boundaries and acreage of the property.

   b. Existing and proposed public right-of-way and street improvements.

   c. General location, size and use of buildings, structures, facilities and equipment.

   d. Building setbacks, building heights and open space buffers.

   e. Location and surface of parking and loading areas and the number of parking spaces to be provided.

   f. Location and size of storm water retention basins and any major drainage structures.

   g. Amount of open space and general landscape concept.

   h. Access and onsite circulation for vehicles and pedestrians.

   i. General location, type, height and intensity of outdoor lighting.

j. Location, type and height of screen walls and fences.

k. Type, location, size and height of proposed signage.

l. Phasing of development.

5. The narrative shall provide at a minimum the following information:

a. Nature and scale of the use and how it will be operated.

b. Frequency of use and hours of operation.

c. Types and volume of traffic to be generated.

d. Adequacy of public infrastructure, services and facilities.

e. Proposed development standards including, but not limited to, building setbacks, building heights, open space, screening, parking and signage.

f. General design guidelines for buildings, structures, landscaping and signage.

g. Any potential offsite impacts and how such impacts will be mitigated including, but not limited to, noise, vibration, odor, dust, glare, obstructed views, storm water drainage and traffic.

h. Any additional authorization that may be required by other government agencies.

6. Applications for sand and gravel extraction and sanitary landfills shall include a re-use plan, a closure plan and a financial guarantee.

a. The re-use plan shall include a conceptual plan for post-mining land use for excavated areas intended to be established upon abandonment of the site or cessation of the operation.

b. The closure plan shall indicate the time frame and methods to carry out the closure requirements upon cessation of the operation or the abandonment of the site. The proposed measures shall meet all standards required by the Maricopa County Flood Control District and the Arizona Revised Statutes for aggregate mining reclamation.

c. A financial security shall be provided prior to the effective date of the overlay zoning to ensure that operators abide by the closure plan and the proposed re-use plan. The form and amount of the security shall be reviewed by the Finance Director, the City Attorney, the City Engineer and the Zoning Administrator prior to City Council approval of the overlay zoning.

E. Review Procedures

1. Applications for a special use overlay shall be processed in the same manner as other zoning amendments and shall be subject to the neighborhood meeting, public notice and public hearing requirements in Section 111, Section 113, Section 114 and Section 115 of this Ordinance.

2. Major amendments to the development plan shall be processed in the same manner as the original application. Major amendment shall include any (a) change in the use or the intensity of the use or (b) significant increase in the offsite impacts of the use.

3. Minor amendments to the development plan, such as minor changes to the site layout or the site use characteristics, which do not significantly change the nature or intensity of the use and will not adversely affect adjacent or nearby properties may be approved by the Zoning Administrator.

F. Required Findings

A special use overlay district shall not be approved unless the applicant demonstrates that the following findings can be met.

1. The proposed use will further the objectives of the general plan and not adversely affect the character of the community.

2. The proposed use will be compatible with other existing and planned, future land uses in the immediate area.

3. The proposed use will be adequately served by public infrastructure and services.

4. The proposed use will not create excessive truck traffic or ongoing traffic congestion.

G. Development Review

The requirements of Section 107 of this Ordinance shall be satisfied prior to the issuance of any construction permits. (Ord. No. 1175-306 §4, 3-20-06)

SECTION 6 PLANNED AREA DEVELOPMENT DISTRICT

Ordinance 1352-309

601 Purpose

The purpose of the Planned Area Development (PAD) District is to promote the development of mixed use developments and/or residential subdivisions that include residential, commercial or business park development according to an overall plan. It is the intent of the PAD District to:

A. Encourage creative and innovative planning principles by providing greater flexibility in design.

B. Establish mixed use developments or residential neighborhoods that have a distinct character and an established sense of place.

C. Create residential communities with a mix of lot sizes and complementary uses.

D. Provide a process which relates the architecture, urban design and scale of the project to the unique characteristics of the site.

E. Require the nature and intensity of development to be supported by adequate utilities, transportation, drainage and open spaces to serve the development and to minimize impact on existing or future adjacent development.

F. Encourage the provision of open space within the development.

G. Encourage development that is consistent with the policies and the guidelines established in applicable specific plans and the General Plan.

602 General Provisions

A. PAD Uses and Development Standards

All uses and development standards in a PAD District shall be established through the zoning approval process. All uses and development standards of a PAD District shall conform, to the extent possible, to a comparable Avondale zoning district, or districts. Wherever used in this Section 6, the phrase "comparable zoning district" shall mean to the most closely similar Avondale zoning district based upon the land use designation, the General Plan, proposed uses, densities and lot sizes. The Zoning Administrator or designee shall determine the comparable zoning district(s) based upon the land use designation, the General Plan, proposed uses, densities, lot sizes and other facts as appropriate. The approved PAD Narrative clearly delineate the uses and development standards and shall provide justification and mitigation for development standards that deviate from the standard Zoning Ordinance requirements for the comparable zoning district.

B. Modification of Development Standards

Based upon a recommendation of the Planning Commission, the City Council may eliminate otherwise permitted uses in any comparable zoning district and may specify modification of the

regulations, requirements and standards than might be otherwise permitted by the comparable zoning district. No modification of development standards shall be permitted unless the applicant provides substantial evidence indicating that the modifications will produce an environment superior to that which could have been produced by strict application of existing standards for comparable zoning districts.

C. Coordination with Subdivision Regulations

It is the intent of these PAD regulations that the review of the requirements of the City of Avondale Subdivision Regulations be carried out simultaneously with the review of the PAD.

D. Conformance

All approved plans, documents and permits shall conform to the approved PAD Narrative.

E. Design Standards

Site layout, architecture and landscaping shall be consistent with the Design Manuals as maintained by the Zoning Administrator or his designee.

F. Phasing

The PAD may provide for certain on-site and off-site infrastructure to be constructed in phases, subject to the following limitations:

1. The first phase infrastructure improvements shall commence prior to expiration of the PAD zoning as set forth in subsection 603(D) below.

2. Complete construction of all public infrastructure improvements within the public right-of-way on the exterior of the PAD site shall be included within the first phase of development, unless the City Council, in its sole discretion, allows for an alternate infrastructure improvement schedule as part of a development agreement adopted pursuant to ARIZ. REV. STAT. § 9-500.05, as amended.

3. Prior to commencement of the first phase infrastructure improvements, the owner/applicant shall provide financial assurances in the amount determined by the City Engineer and in the form approved by the City Attorney, for construction of such portions of the infrastructure improvements located within the public right-of-way on the exterior of the PAD.

603 Establishment of a PAD District

A. Approvals; Required Findings

The applicant shall address each of the required findings (set forth below) individually, and shall demonstrate with sufficient, objective information, how the proposed PAD complies with each. The City Council, following a recommendation from the Planning Commission, may approve an

amendment of the Zoning Map of the City of Avondale to reflect establishment of the PAD on the subject property upon determining that all of the following findings have been met:

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

3. That either there exists adequate public infrastructure and services to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

B. Conditions and Stipulations of Approval

The City Council may, in its sole discretion, approve a PAD subject to conditions or stipulations. Conditions and stipulations included in the City Council action establishing a PAD District shall become part of the regulations governing the use and development of the PAD.

C. PAD Regulations

The PAD Narrative, site plan, design standards and any other documents, exhibits or plans associated with the PAD, in the form approved by the City, shall become part of the regulations governing the use and development of the PAD and the Zoning Map shall be amended to reflect adoption of the PAD and the related documents and plans.

D. Expiration

Approval of any PAD zoning is conditioned on development of the first phase of the project commencing within three (3) years of the effective date of the ordinance approving the PAD zoning on the property.

1. Prior to the expiration of the three (3) year time condition, the property owner or authorized representative may submit an application for an extension to the City. A submittal of an application for extension of the three (3) year time condition does not toll the running of the time condition. Should the three (3) year time condition expire between the submittal of an application for a time extension and the public hearing on the requested extension, the PAD shall be subject to reversion as set forth in subsection 603(D)(3) below. Upon receipt of a request for extension, the Zoning Administrator shall submit the request to the City Council for consideration at a public hearing held pursuant to subsection 603(D)(2) below.

2. The City Council shall, after notices via certified mail to the property owner and authorized representative have been provided at least fifteen (15) days prior to the date of the scheduled hearing, hold a public hearing on the extension request. The City Council may, in its sole discretion, grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below. If the public hearing is held after expiration of the time condition, the City Council may also, at that public hearing, take action to revert the zoning on the property to its prior zoning classification.

3. In the event the project's first phase has not commenced within the three (3) year time period and no request for time extension has been received as provided in subsection 603(D)(1) above, the Zoning Administrator may submit the PAD to the City Council for consideration of reversion, pursuant to the hearing procedure set forth in subsection 603(D)(4) below.

4. The Zoning Administrator shall notify the property owner and authorized representative by certified mail of the City Council's intention to hold a hearing to determine compliance with the three (3) year time condition, and to revert the zoning on the property to its former classification if the condition is determined by the City Council to have not been met. All such notices shall be made at least fifteen (15) days prior to the date of the scheduled hearing. The City Council may, in its sole discretion, either grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below, or revert the zoning on the property to its prior zoning classification.

5. The City Council may grant up to four (4) one (1) year extensions of the time condition.

6. Following the commencement of the first phase of the project, the Zoning Administrator shall monitor the project to ensure compliance with the approved PAD phasing schedule. Upon the Zoning Administrator's initial determination that the phasing schedule is not being met, no further review or approval of any project site plan or plat shall occur until it is determined that good cause exists for delay in the construction of the project. Should the project fail to proceed as scheduled, a public hearing shall be held by the City Council to determine the cause of the delay. At the public hearing on the matter, if the City Council determines that there is not good cause for the delay, it may impose additional conditions on the PAD to ensure compliance with the phasing schedule. If such additional conditions and the phasing schedule are not met, the Zoning Administrator may set the matter for public hearing, according to the process set forth in subsection 603(D)(4) above, on a possible reversion of the PAD zoning. If the City Council determines that good cause exists, it may amend the PAD development phasing schedule.

7. For purposes of this Section, the terms "commence," "commencing" and "commencement" shall mean (a) for a PAD smaller than five (5) acres, physical vertical construction activity in accordance with a valid building permit issued by the City and (b) for a PAD five (5) acres and larger, beginning of construction of on-site and off-site infrastructure including streets, sidewalks, water and wastewater, so long as such infrastructure is completed prior to expiration of the City-issued development permit issued therefore.

8. The provisions of this subsection 603(D) shall apply to all PADs approved prior to April 2, 2009, except that such provisions shall not apply to any previously approved PAD for which the time condition thereon has expired prior to February 1, 2009.

E. Amendment

The Zoning Administrator or designee shall determine whether a proposed deviation from the approved PAD District is a Major or Minor Amendment. Major Amendments shall require City Council approval with the advice and recommendation of the Planning Commission. Minor Amendments shall require administrative approval by the Zoning Administrator or designee only. No amendment to a PAD will be approved without concurrent revision of its development plan.

1. Major Amendment. Any one (1) of the following shall be considered a Major Amendment of a PAD:

   a. A ten (10) percent or more increase in the number of dwelling units or in the acreages devoted to commercial or industrial uses.

   b. A significant change in boundary lines of development units.

   c. Any change which could have significant impact on areas adjoining the PAD.

   d. Any change which could have a significant traffic impact on roadways adjacent or external to the PAD.

   e. Amending the uses allowed by adding a permitted use, a use permitted with conditions or a use requiring a Conditional Use Permit, unless the Zoning Administrator has determined that the use to be added is analogous to a permitted use.

   f. Changes to, or addition of, phasing for a PAD when such changes impact twenty five (25) percent or more of the land area contained within the PAD district.

2. Minor Amendment. All amendments of a PAD District not determined by the Zoning Administrator to be a Major Amendment shall be a Minor Amendment.

604 PAD Narrative and Development Plan

The narrative text shall provide uses and development standards for the PAD District. The PAD Narrative shall be both prescriptive and concise. The PAD Narrative shall conform in formatting and organization to the PAD application maintained by the Zoning Administrator or designee. The PAD Narrative shall sufficiently address all of the following as individual sections:

A. Introduction and Opening Statements

1. Describe the general location within the City, the property boundaries and the surrounding properties.

2. Identify the land use designation(s) of the subject property in the General Plan, the current zoning and the improvements existing on the subject property (for example, vacant or buildings to be demolished).

3. Provide the following statement - "The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply except where explicitly stated otherwise herein by this PAD."

B. Proposed Uses

1. List permitted uses.

2. List uses permitted with conditions.

3. List uses permitted with a Conditional Use Permit.

4. Provide the following statement - "All uses not specifically provided for herein are prohibited, unless a subsequent determination by the Zoning Administrator finds a specific use to be an analogous use to a permitted use."

C. Density (Residential only)

State the density for the overall project as well as the densities of each specific development subsection or neighborhood.

1. The density shall not exceed the Target Density identified in the General Plan unless justification and mitigation are provided. In no case shall the maximum density identified in the General Plan be exceeded.

2. Providing Open Space in excess of the minimum amount may be used as justification and mitigation for exceeding the Target Density. The density bonus should be in proportion to the amount of Open Space provided.

D. Development Standards

State development standards that deviate from the Zoning Ordinance. In the case where no development standard is provided in the PAD Narrative, the Zoning Administrator shall determine the applicable development standard to apply. Residential developments shall provide different sizes of lots. The size differentials and their respective quantities shall compliment the character of the area and demonstrate superior design and a unique housing product mixture as established in the applicable Design Manuals.

E. Open Space

Open Space shall be an integral part of a PAD development, shall be provided in an amount commensurate to the size of the development, in minimum amounts not less than set forth below and shall, to the extent possible, be designed central to the internal functions of the site.

1. Single Family Residential Open Space

   a. A minimum of fifteen (15) percent of the net development area shall be provided as Open Space.

   b. The following areas shall count as Open Space:

      i. Dedicated park sites, provided that the location, size and geometry are acceptable to the City.

      ii. Dedicated tracts for bicycle, equestrian, hiking or multi-use trails.

      iii. Private park and recreation areas dedicated to, and maintained by, an Owners' Association that meets the park improvement standards as determined by the Zoning Administrator or designee.

      iv. Reserved or dedicated steep slope areas.

      v. Up to a maximum of fifty (50) percent of an area identified as a golf course.

      vi. Basketball, tennis or other sport courts, baseball, softball and soccer fields, tot lots and ramadas with barbeque areas.

      vii. Stormwater detention and floodway areas, but only those proportions containing un-sloped turf areas.

      viii. Any other areas deemed acceptable as determined by the Zoning Administrator or designee.

   c. The following areas that shall not count as Open Space:

      i. Areas less than five thousand (5,000) contiguous square feet, unless such areas either are part of a larger trail system or contain significant project amenities in accordance with the applicable Design Manual, as determined by the Zoning Administrator.

      ii. Public rights-of-way, dedicated streets and alleys, vehicular drives, parking, parking landscape areas, loading and storage areas.

      iii. Required setback areas unless such areas contain significant project amenities in accordance with the applicable Design Manual, as determined by the Zoning Administrator.

      iv. Reserved school and park sites that require subsequent purchase of the land.

      v. Concrete or rock-lined areas designated primarily for the conveyance of water.

      vi. Utility corridor easements, unless substantially improved to make the area usable for outdoor activities. Only that proportion substantially improved shall be

counted as Open Space. "Substantially improved" shall include any of the improvements listed in Residential Open Space above, or any other improvements deemed substantial by the Zoning Administrator.

d. Meaningful Open Space areas shall be included within all phases of a PAD project and such Open Space shall be provided proportional to the amount of development related to each phase, unless otherwise permitted by the Zoning Administrator and included in the phasing schedule.

2. Commercial/Industrial/Multi-Family Residential Open Space

a. Open Space shall be provided in amounts and in the manner set forth in the applicable Design Manual.

b. Open Space shall be provided in the form of pedestrian refuge areas with shaded seating, landscaped and hardscape plaza areas and public art features when appropriate.

F. Architectural Design

Architectural design shall conform to the applicable Design Manual. In areas with mixed uses, both the Single Family Residential Design Manual and Commercial/Industrial/Multi-Family Design Manual standards must be met and, in the case of a conflict, the more stringent standard governs.

G. Landscaping

Landscaping provided along street frontages, around the property perimeter, internal to the site and in parking areas shall conform to the standards set forth in the applicable Design Manual for the most closely comparable zoning district.

H. Perimeter and Internal Walls, Gates & Entry Feature Designs and Materials

All perimeter and internal walls, gates and entry feature designs and materials shall conform to the applicable Design Manual. In areas with mixed uses, both the Single Family Residential Design Manual and Commercial/Industrial/Multi-Family Design Manual standards must be met and, in the case of a conflict, the more stringent standard governs.

I. Signage

Unless signage is approved as part of a comprehensive sign package, signage shall conform to the comparable zoning category.

J. Maintenance of Common Areas and Adjacent Rights-of-way

1. Open Space areas shall be identified and reserved as tracts or parcels on a plat, or as easements when no plat is necessary. Maintenance of these areas shall be provided for by an Owners' Association.

2. A statement shall also be placed on the approved site plan or plat, as appropriate, stating that landscaping in adjacent rights-of-way areas shall be maintained by the Owners' Association.

K. Justification and Mitigation

Substantial justification and mitigation is required for proposed PAD standards that do not meet the standards of the comparable zoning district.

L. Exhibits

The following exhibits shall be provided with the Development Plan for a PAD:

1. Property boundary and legal description.

2. Areas designating lot sizes, densities and land use(s).

3. Circulation plan to include arterial and collector streets, and vehicular and pedestrian circulation routes.

4. Phasing schedule, which shall include all of the following:

   a. Type of development.

   b. Density.

   c. Floor Area Ratios for each phase.

   d. Map of the development designating the phases and sequence of development. The map shall include a schedule of development with action dates. All infrastructure improvements shall be shown and scheduled for the entire development.

5. The applicant shall document the location and acreage of Open Space as well as listing amenities to be provided at each location.

SECTION 7 SUPPLEMENTARY REGULATIONS

Ordinance 1415-510

701 Purpose and Applicability

The purpose of the regulations set forth in this Section is to supplement the zoning regulations appearing elsewhere in this Zoning Ordinance. Unless specifically set forth herein or elsewhere in this Zoning Ordinance, the following general regulations shall apply to all property within the corporate limits of the City.

702 General Requirements

A. No person, firm or corporation shall strip, excavate or otherwise remove topsoil, rock, sand, gravel or other natural earth materials for use on another premises, except in connection with the construction or alteration of a structure on such premises and excavation or grading incidental thereto, or as part of an approved sand and gravel extraction or mining facility.

B. Every dwelling shall be located and maintained on a "lot" as defined in Section 1 of this Zoning Ordinance.

C. No land required to meet the width, depth, yard, area, coverage, parking or other requirements of this Ordinance for a lot or building may be sold or leased away from such lot or building.

D. No parcel of land may be subdivided from a larger parcel of land unless the resulting parcels all meet the minimum width and area requirements for the zone in which they are located.

E. No residentially zoned lot shall be divided in such a way that the division results in a lot that contains more dwelling units than are permitted by the zoning regulations of the district in which such lot is located.

F. Every part of a required yard shall be open to the sky and unobstructed, with the following exceptions:

1. Front and Rear Yards

   a. Accessory buildings in the rear yard of a single-family residence shall be allowed according to the requirements of Section 703 below.

   b. The ordinary projections of skylights, window sills, belt courses, cornices, chimneys, flues, balconies, and other ornamental features may project into a required front or rear yard not more than five (5) feet.

   c. Bay windows, including their cornices and eaves, may project into a required front or rear yard not more than three (3) feet; provided, however, that the sum of such projections on any wall does not exceed one-third (1/3) the length of said wall.

2. Side Yards

   a. The ordinary projections of skylights, window sills, belt courses, cornices, chimneys, flues, balconies and other ornamental features may project into a required side yard not more than three (3) feet.

   b. Bay windows, including their cornices and eaves, may project into a required side yard not more than three (3) feet; provided, however, that the sum of such projections on any wall does not exceed one-third (1/3) the length of said wall.

   c. In no instance shall any projection into a required side yards be allowed if said projection is determined to interfere with vehicular access to a garage located in the rear yard.

   d. A minimum clearance of five (5) feet shall be maintained on the gated side of lots separated by party walls. In no instance shall any projection be allowed within that required clearance.

G. Any enclosed porch or patio cover, or one capable of being enclosed shall be considered a part of the main building in the determination of the size of yard or lot coverage.

H. A mobile home, recreational vehicle, or similar vehicle shall not be considered a dwelling unit, nor occupied as such, unless located in a recreational vehicle or mobile home park or as part of an authorized Seasonal Sales Permit.

I. A mobile home, recreational vehicle, or similar vehicle shall be prohibited as a facility for any non-residential use permitted in this Ordinance, except for any of the following:

   1. Use as a construction trailer and/or construction office while construction is on-going on a site pursuant to a valid building permit.

   2. Use as a sales office for a single-family residential development prior to completion of a model home complex.

   3. Use as a hiring office for a commercial or industrial development prior to completion of the building or tenant space that the hiring office is serving.

   4. Use as a sales office in conjunction with an approved Seasonal Sales Permit.

   5. Use as a temporary clubhouse for a golf course while construction of a permanent clubhouse is on-going pursuant to a valid building permit.

   6. Use in conjunction with any Special Event approved by the City Clerk's Department.

J. Garage/yard sales in excess of sixty (60) consecutive hours or in excess of four (4) times per year are prohibited.

K. No obstruction to view in excess of two (2) feet in height shall be placed in any site visibility triangle or within site distance lines (as defined and measured in the City of Avondale General Engineering Requirements Manual) except for the following:

1. Trees, if the lowest portion of the canopy is pruned to a minimum height of seven (7) feet above grade.

2. Official signs, signals, devices and other equipment used for governmental purposes by the State of Arizona, the City of Avondale, or other authorized public entity with specific authorization to locate equipment at that location.

L. Mechanical equipment, including but not limited to heating/cooling equipment, pool pumps, electrical equipment and motors directly related to the primary use of the property, shall be restricted from use in the front yard.

M. Within Residential zones, no preheat, tempering or holding water tanks shall be located on the roof or side the structure. Heating/air conditioning units shall be ground mounted on a concrete pad. All wiring and piping for solar water heaters and air conditioning units shall be installed as to not be visible from neighboring properties or the street.

703 Detached Accessory Buildings

In all Single-Family Residential Districts, detached accessory buildings shall conform to the following restrictions concerning their locations on a lot.

A. Detached accessory buildings shall not be permitted within a front yard, as defined in Section 1 of this Zoning Ordinance.

B. Any detached accessory building not located in the rear one-half (1/2) of a lot shall maintain such yards as are required for a dwelling unit on the same lot.

C. Detached accessory buildings placed in the rear one-half (1/2) of a lot may encroach into the required rear and side yard setbacks subject to the following conditions:

1. On a through lot, an accessory building shall not be located closer to the rear property line than the distance required for front yard setback.

2. On a corner lot contiguous to a key lot, no detached accessory building shall be erected or altered so as to come closer to a street side of the corner lot than the front yard required on the key lot. In no instance, however, shall a setback greater than twenty five (25) feet be required.

3. On any other corner lot, an accessory building shall not be located closer than ten (10) feet from the property line.

4. On a lot in the AG District, an accessory building shall not be located closer than twenty (20) feet to rear and side property lines.

5. Where permitted, guest houses shall adhere to the primary building setbacks for the Zoning District in which the guest house is to be located.

D. In all Zoning Districts except for Single-Family Residential Districts, covered parking canopies may be located within required side and rear setbacks unless a landscape buffer is required by Section 12 of this Ordinance.

E. No building that is accessory to any residential building shall be erected to a height greater than fifteen (15) feet, except that on a residential lot in the AG District, a shelter for the keeping of animals or fowl, silos or other similar structures customarily used in association with an agricultural use may be erected to the maximum height allowable for the main building in that district.

F. All accessory buildings shall count towards the maximum allowable lot coverage on a given lot.

704 Exceptions to Height Limitations

A. Attached church spires, crosses and other religious symbols, belfries, cupolas, flagpoles, clock towers, domes or similar features may extend above the roof no more than the height of that building. Detached features shall be no greater than twice the height of the highest building on site.

B. Chimneys, bulkheads, penthouses not for human occupancy, ventilators, skylights, water tanks, and other similar mechanical equipment shall be limited to fifteen (15) feet above the building height limit and shall be fully screened or integrated into the building architecture.

C. Parapet walls or cornices may extend to a maximum of five (5) feet above the building height limit. The height of the parapet wall or cornice shall be measured from the highest side of a sloped roof.

D. The height of Personal Wireless Service Facilities (PWSFs) or Transmission Towers shall be evaluated to ensure compatibility with surrounding development in accordance with the procedures set forth in Section 708.

705 Seasonal Sales and Special Events

Seasonal sales shall be allowed subject to the conditions outlined in this subsection. All seasonal sales uses shall be conducted so as not to be detrimental to the surrounding properties and shall be subject to the standards and regulations contained herein. No permit shall be granted until adequate assurances have been provided that compliance with the provisions of the Zoning Ordinance and all other applicable City codes or regulations have been met.

A. General regulations for Seasonal Sales

1. Every seasonal sales use shall require a permit granted pursuant to the procedures outlined in this Section.

2. Upon cessation of the use or expiration of the permit, whichever occurs first, the premises will be promptly cleaned and restored to substantially the same condition existing prior to commencement of such use. The applicant shall provide, at the time

of application, written authorization from the property owner specifically (a) acknowledging that the cleaning/restoration obligation is ultimately the Owner's responsibility and (b) ensuring that if the applicant does not promptly clean and restore the property, the Owner will complete the cleaning and restoration work.

3. Written authorization of the use by the owner of the property on which the use is to be located shall be required.

4. In no event shall a Seasonal Sales Permit be granted for a period longer than two (2) months. Multiple permits may be granted to the same applicant(s), provided the combined seasonal sales activities do not exceed a period of sixty (60) days within a calendar year. No two (2) permits shall be granted in different calendar years such that more than two (2) continuous months of operation are permitted. A permit shall only be issued for sales events occurring on consecutive dates and separate permits, with all applicable fees, will be required if events are non-consecutive. For instance, if a seasonal sales activity occurs on the first Friday of each month, separate permits would be required for each Friday.

B. Permitted Seasonal Sales Uses

1. Christmas tree sales, or similar seasonal or holiday related on-site or off-site sales events.

2. Off-site sales of souvenirs, gifts and food incidental to a sporting event.

3. Any non-permanent outdoor use that is not specifically set forth in subsection 705(B)(1) or (2) above, including but not limited to carnivals, concerts and off-site commercial sales, shall be considered a Special Event and be subject to the application and review procedures set forth by the City Clerk's Department.

C. Application, review, and approval process

Requests for a Seasonal Sales permit shall be made on forms obtained from the City and a filing fee shall be charged and collected at the time of application submittal.

1. Applications shall be reviewed by the Development Services Department. The request shall be administratively approved, conditionally approved, or disapproved no later than ten (10) working days from the date of submittal.

2. The Zoning Administrator or authorized designee shall notify the applicant of the decision in writing and shall state any conditions for approval or reasons for denial.

D. Approval Criteria

In order to make a determination of approval, the Zoning Administrator or authorized designee shall determine that all of the following criteria have been met:

1. The use complies with all applicable codes and ordinances.

2. The nature, scope, location, and manner of the activity does not constitute a health or safety hazard to the general public.

3. The use does not interfere with pedestrian access ways, fire lanes, driveways, landscaped areas or traffic visibility at driveways or street intersections.

4. Parking on the property is adequate to simultaneously serve any existing permanent use (if applicable) and the seasonal sales use.

5. The sales are not between the hours of 10:00 p.m. and 7:00 a.m. local time, Avondale, Arizona.

E. Appeals

An appeal of the Zoning Administrator's decision may be made within fifteen (15) days of the said decision. The appeal shall be heard by the Board of Adjustment at a public meeting within thirty (30) days of the date upon which the applicant's notice to appeal is submitted.

706 Swimming Pools

The following regulations shall apply to all swimming pools:

A. Swimming pools shall be enclosed in accordance with the provisions of State law.

B. Swimming pools shall not be located in the required front yard of any district.

C. In any Suburban Residential and Urban Residential District (as set forth in Section 3 of this Zoning Ordinance) private swimming pools shall not be any closer than three (3) feet to any property line and may not be located within any recorded easement except with a written approval of the easement holder, which approval shall be recorded with the Maricopa County Recorder's Office.

D. In any residential district other than Suburban Residential and Urban Residential as set forth above, a private swimming pool or a semi-public swimming pool shall not be closer than seven (7) feet to any property line and may not be located within any recorded easement except with a written approval of the easement holder, which approval shall be recorded with the Maricopa County Recorder's Office.

E. Public swimming pools shall adhere to building setback requirements for the Zoning District in which the pool is located.

F. The provisions of this Section 706 shall apply to all permanent or non-permanent pools containing water with a depth of more than eighteen (18) inches. Decorative water features and fountains containing a water depth of eighteen (18) inches or less are exempt from the requirements of this Section.

707 Outdoor Lighting

A. Purpose

These regulations are intended to establish procedures and standards that ensure minimal light trespass, reduce glare, and increase energy conservation in order to maintain the quality of Avondale's physical and aesthetic character as well as protect naturally dark skies for astronomical purposes. For the purposes of this Section, "visible from contiguous real property" means any light levels that exceed 1-foot candle at the property line, measured at a point ten (10) feet above the ground.

B. Applicability

These regulations shall apply to all new outdoor lighting installed after June 4, 2002, for the following uses, excluding public streetlights:

1. Buildings and structures.

2. Outdoor recreational areas, unless specifically exempted by this Ordinance.

3. Parking lot lighting.

4. Landscape lighting.

5. Other outdoor lighting.

C. Permanent Lighting Standards

1. Small scale recreational lighting

The following standards apply to the lighting of all outdoor recreational facilities except baseball, softball, soccer, volleyball or football fields; driving ranges; and outdoor arenas and amphitheaters:

a. The height of any light fixture or illumination source shall not exceed twenty five (25) feet.

b. All lighting or illumination units or sources shall be fully shielded so that they are not visible from any contiguous lot or real property.

c. Lights or illuminating units shall not cause light to be cast upon any contiguous real property, either directly or through a reflecting device.

2. Large scale recreational lighting

The following standards apply to the lighting of all outdoor recreational facilities, including those facility types exempted from the requirements above:

a. All metal halide lamps shall be filtered by glass, acrylic or translucent enclosures.

b. No lighting of one hundred fifty (150) watts or greater shall be used after 11:00 p.m. contiguous to any residential district or use.

c. Shields shall be provided to control external glare and minimize up-light and offsite light trespass so that light levels do not exceed one (1) foot candle at the property line contiguous to residential districts or uses.

d. Lighting for special events after 11:00 pm shall be permitted pursuant to the terms of the Special Event approval from the City Clerk's Department for areas contiguous to any residential district or use.

3. Sign lighting

External lighting of the face of signs, where permitted, shall be placed above the sign and shielded in a manner that the illumination source is not be visible from any contiguous lot or real property. All signage shall be constructed in conformance with Section 9 of this Zoning Ordinance.

4. Security, landscape, parking area, architectural, decorative, and other permanent lighting

a. All outdoor lights, except for small scale recreational lighting and large scale recreational lighting (as set forth in subsections 707(c)(1) and (2) above) shall be fully shielded and directed downward at an angle no greater than forty five (45) degrees above straight down, with the following exceptions:

i. Lighting for residential uses with an initial output of less than one thousand (1,000) lumens.

ii. Decorative, landscape and architectural accent lighting, mounted no higher than eight (8) feet off the ground with an initial output of less than two thousand (2,000) lumens.

iii. Pedestrian and trail lighting, mounted no higher than eight (8) feet off the ground with an initial output of less than two thousand (2,000) lumens.

b. Lights or illuminating units shall not cause light to be cast upon, or be visible from, any contiguous real property, either directly or through a reflecting device.

c. The top of building mounted light fixtures shall not be higher than the top of the parapet or roof, whichever is higher.

d. Any pole-mounted lighting shall have a maximum height of twenty five (25) feet. In or within seventy five (75) feet of any residential zoning district, any pole-mounted lighting shall not exceed sixteen (16) feet in height. Pole mounted

lighting for multi-use trails and other pedestrian oriented spaces shall not exceed twelve (12) feet in height.

e. The installation of mercury vapor fixtures is prohibited.

f. Within parking lots, a uniformity ratio of not greater than five (5) to one (1) average-to-minimum is required.

D. Submittals Required

All development and re-development projects shall submit an outdoor lighting plan for the entire site specifying how the standards of this Section 707 are to be met. Submittals shall include a site plan indicating the locations and types of all fixtures on site, luminaire specifications, and a photometric plan indicating light levels across a property (measured in foot candles).

E. Temporary Lighting

1. The temporary operation of searchlights shall be allowed subject to approval of a seasonal sales permit and to the following conditions:

a. During the months of May through October, searchlights shall not be operated between the hours of 11:00 p.m. and 6:00 a.m. local time, Avondale, Arizona.

b. During the months of November through April, searchlights shall not be operated between the hours of 10:00 p.m. and 7:00 a.m. local time, Avondale, Arizona.

c. Searchlights shall not be operated on residentially zoned properties except for grand openings of new developments.

d. All searchlights shall be pointed skyward such that no direct light therefrom shall shine upon any building or structure.

2. The use of temporary lighting for non-residential uses is permitted pursuant to the terms of the Special Event approval from the City Clerk's Department. This shall not apply to seasonal decorations using low-wattage lamps (e.g. Christmas lights).

F. Nonstandard Lighting

Any lighting that does not meet the standards of this Section 707 shall require approval of a Conditional Use permit, which may be approved or denied by the City Council in its sole discretion.

708 Towers and Antennae

A. General Requirements

1. The site of a Personal Wireless Service Facility ("PWSF") or a Transmitting Tower must provide paved access and at least one (1) parking space designed to applicable City standards which parking space may be incorporated as part of the maneuvering areas and access drives. This requirement can be waived by the Zoning Administrator when hard surfaced adjacent or nearby parking already exists, or when the Zoning Administrator concludes that the goals of the City are better served by modifying the parking requirement.
2. Applicants shall be responsible for registering all qualifying PWSFs or Transmitting Towers with the Federal Aviation Administration (FAA) and Federal Communications Commission (FCC).

3. Signs warning against trespassing and climbing support structures shall be posted near all scalable PWSFs and Transmitting Towers located outside of secured areas. Step pegs shall not be placed lower than fifteen (15) feet from grade.

4. If a PWSF or Transmitting Tower ceases operation, the PWSF/Transmitting Tower and related equipment shall be removed by the provider or the provider's representative within six (6) months of the shutdown date.

5. Associated ground equipment shall be completely screened by dense landscaping and either (a) a masonry enclosure that meets the requirements of Section 12 of this Zoning Ordinance or (b) a decorative cabinet as approved by the Zoning Administrator. Equipment enclosures/cabinets which exceed four (4) feet in height shall not be located within the required building setback area for the zoning district in which the facility is located. Setback and screening requirements may be waived by the Zoning Administrator in instances where ground equipment is placed inside an existing, walled electrical substation or similar facility which encroaches into a required setback. In no instance shall ground equipment be located within the public right-of-way.

6. To the extent possible and in addition to any specific requirements set forth in subsections 708 (B) and (C) below, all components of a PWSF or Transmitting Tower shall be finished or painted so as to minimize the visual obtrusiveness of the structure and shall not be illuminated unless otherwise required by state or federal regulations. Arrays and associated cables shall be painted to match the PWSF or Transmitting Tower to reduce visual impact.

B. Personal Wireless Service Facilities

1. Freestanding PWSFs

   a. Freestanding PWSFs under thirty five (35) feet in height are permitted in all zoning districts subject to administrative approval. Freestanding PWSFs thirty

five (35) feet or greater in height are permitted in all zoning districts subject to conditional use permit approval.

b. Prior to approval, the applicant must demonstrate an inability, or technical rationale, for not co-locating the PWSF on an existing vertical element. The applicant must provide the following information for City review:

i. A comprehensive list of all existing vertical elements of within a one-half (1/2) mile radius of the proposed site which are: (a) of sufficient height to be used for PWSF co-location and (b) eligible for co-location under City requirements.

ii. A written narrative statement explaining why co-location on the existing vertical elements identified according to subsection 708(B)(1)(b)(1) above was not pursued, or is not a viable alternative to the proposed site.

iii. Map exhibits displaying: (a) the existing gap in signal coverage the new PWSF will remediate and, (b) the projected signal coverage of the new PWSF.

c. Freestanding PWSFs shall be set back from all property lines a minimum distance of one (1) foot for each one (1) foot of the PWSF's height above finished grade except that freestanding PWSFs located within electrical substations, receiving stations, or government facilities shall be exempt from setback requirements.

d. Freestanding PWSFs shall be Alternative Structure designs, (otherwise referred to as "stealth designs") in character with the surrounding area (i.e. a flagpole at a public building, a palm tree in an area with mature palm trees, a pine tree in an area with mature evergreen trees or a saguaro cactus in an area with other, mature saguaro cactus); provided, however, that monopole, lattice tower or guyed tower designs may be permitted without Alternative Structure designs, if the applicant provides the Zoning Administrator with such information as necessary to determine that the PWSF will only be visible from permanently unoccupied areas or that the character of the proposed tower will blend in with the surrounding area (i.e. within the confines of an electrical substation containing other structures of similar height).

2. Building Mounted PWSFs

a. PWSFs mounted on buildings are permitted in all zoning districts subject to administrative approval.

b. PWSFs mounted on buildings shall be alternative structures integrated into the design of the building as an integral architectural element or roof mounted and completely screened by the height of the parapet. All wireless communications equipment, including associated ground equipment, shall be completely concealed from view.

c. Architectural features used to conceal PWSFs mounted on buildings shall not extend above the roof more than twice the height of the building. For example, a building with a height of thirty (30) feet may incorporate a PWSF within a thirty (30) foot bell tower (for a total height from finished grade of sixty (60) feet) if all other conditions of this Zoning Ordinance are met.

3. Location of PWSFs on existing vertical elements

a. PWSFs may be mounted on the following existing vertical elements subject to administrative approval:

i. Pre-existing or planned electrical poles.

ii. Pre-existing monopoles, guyed towers or lattice towers.

iii. Athletic field lighting towers.

iv. Other existing vertical elements on which the mounting of antennas will not significantly alter the function and character of the structure as determined by the Zoning Administrator.

b. PWSFs mounted on existing vertical elements shall not cause the height of the element to increase, except that PWSFs mounted on electrical poles may extend up to fifteen (15) feet above the existing height of the electrical pole.

c. PWSFs mounted on existing elements shall utilize the smallest antenna and array sizes technically and reasonably feasible.

d. To the extent possible, all visible components of a PWSF shall be finished or painted to match the existing vertical element, to minimize visual obtrusiveness, and shall not be illuminated unless otherwise required by state or federal regulations.

e. PWSFs located on power poles less than 69kV shall lose their right to operate and all components shall be removed when power lines are undergrounded as required of development projects occurring on properties abutting the PWSF. This provision shall apply only to PWSFs installed after June 18, 2009.

C. Transmitting Towers (Excluding PWSFs)

1. Transmitting Towers are allowed only in the CP and A-1 Districts subject to a Conditional Use Permit. City-owned and operated Transmitting Towers are allowed in all zoning districts and shall be exempt from these requirements.

2. Any pole or tower exceeding thirty five (35) feet shall be located at least one (1) foot from all property lines for every one (1) foot of the Transmitting Tower's height above finished grade.

709 Design Requirements for Non-Residential Districts

A. Purpose

The purpose of this Section 709 is to provide minimum standards for the organization and layout of buildings, parking areas, and building design of commercial and industrial uses so as to promote the general health, welfare and safety of residents in the community. The standards set forth herein are recognized as assisting in promoting logical development and strengthening property values.

B. Applicability

The standards outlined in this Section 709 shall apply to the following buildings and uses in all commercial and employment districts:

1. All buildings and uses of land constructed or developed after March 21, 2008.

2. Existing properties when a change in the distinguishing characteristics or primary features of the use of a building or land occurs after March 21, 2008. Such changes may include an increase in the size of a building or use, or remodeling of an existing building. The criteria used to establish applicability may include, but are not limited to, an increase in parking requirements, a change in occupancy designation, a change in outside storage or other similar changes to the building or land.

C. General Site Design Requirements

1. Site design shall conform to the site design components in the City's Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

2. Commercial equipment, including but not limited to water sales kiosks, vending machines and ice machines, shall be located inside an enclosed building. Equipment that must be located outside for safety reasons, such as propane tank racks, shall be placed in an area designed for their use and screened from street view to the extent allowed by the Fire Department. ATMs may be located outside.

3. Outside display of cars, boats, trailers, trucks and other vehicles in conjunction with vehicle sales or rental operations shall not be required to screen vehicles with parking lot screen walls; provided, however that other landscaping requirements shall apply.

4. Dismantling, servicing, repairing, etc. of vehicles and/or equipment shall occur only within completely enclosed buildings.

5. Service bays for automobile related uses, including car wash bays, shall not face residential properties or public streets unless entirely screened in a method acceptable to the Zoning Administrator or authorized designee.

6. Loading docks, delivery and service areas shall not front onto a public street unless entirely screened in a method acceptable to the Zoning Administrator or authorized designee. In A-1 zones, service bays must be screened only from arterial streets.

7. Where permitted, the outside storage of materials, equipment, inoperable vehicles, or other items within an enclosed area shall be located so as not be visible from adjoining streets or properties.

8. Any overhead electrical (less than 69kV), telephone, cable TV or other utility lines, located on the site or within the right-of-way adjacent to the site, shall be placed underground.

D. General Building Design

1. Building architecture is expected to conform to the building design components in the Design Manual for Commercial, Industrial and Multi-Family Residential Development.

2. Buildings shall be sited and designed to achieve an optimum level of energy efficiency with regard to solar orientation.

3. Mechanical equipment, whether ground level or roof-mounted, shall be screened from public view and be so located to be perceived as an integral part of the building.

4. All sides of a building shall receive consistent architectural treatment.

5. All buildings located within a unified, planned development, such as a shopping center or business park, shall be architecturally styled to achieve harmony and continuity of design. Building elevations shall be coordinated with regard to color, texture, materials, finishes and form.

6. Pedestrian-oriented site design is required.

7. Buildings with metal or steel exteriors shall be architecturally altered through the construction of veneers, facades or other architectural treatments to minimize the extent of metal surfaces visible.

E. Arterial Intersection Development

The intersections of arterial streets are a dominant feature of the urban landscape, serving as major focal points of activity in the community. Because of the importance of these locations, additional design requirements, beyond the required minimum standards, may be imposed on property at arterial intersections by the City at the time of rezoning and/or site plan approval. Such additional features may include:

1. Wider setbacks

2. Unique building orientation and design.

3. Special entry features such as fountains, land art or public art.

4. Enhanced walls, landscaping and other types of screening devices.

5. Unique building architecture.

SECTION 8 PARKING

Ordinance 1426-910; 1453-411

801 Purpose and Applicability

A. Purpose

The purpose of this Section is to establish standards for the provision of parking, loading and on-site circulation for the uses permitted in this Ordinance in a manner that is safe, efficient, convenient and visually attractive.

B. Applicability

1. The standards outlined in subsection 802 below shall apply to all property within the corporate limits of the City of Avondale from and after November 1, 2010.

2. The standards outlined in the remainder of this Section 8, excluding subsection 802, shall apply to all property within the corporate limits of the City of Avondale except for the following:

   a. All buildings and uses of land constructed, developed or commenced prior to November 1, 2010.

   b. Properties with parking improvements that were (i) completed prior to November 1, 2010, and (ii) in compliance with the then-existing provisions of this Ordinance, unless a change in the distinguishing characteristics of a building or land is proposed that results in (i) the expansion of a use through an increase in the size of a building, (ii) the creation of a new residential unit by adding to or subdividing an existing residential unit, (iii) an increase in the geographical area devoted to an outdoor use or (iv) a change of use from a less parking intensive use to a more parking intensive use.

802 General Parking Requirements for All Properties

A. Prior to the construction of any parking lot, the conversion of any land area for parking use or the modification of an existing parking area, a Site Plan application must be submitted to the Development Services Department for review and approval in accordance with the Site Plan procedures set forth in Section 1 of this Ordinance.

B. All required parking spaces shall be located on the lot upon which the use is located, except that within master planned commercial or employment developments, required spaces may be located on a lot contiguous to the lot on which the business is located if (a) buildings are situated such that a common parking area can be utilized by several buildings and (b) shared parking easements have been recorded in the Maricopa County Recorder's Office.

C. For development in Zoning Districts that include modified minimum and/or maximum parking requirements, joint-use parking allowances or off-site parking allowances, the

district-specific standards shall take precedence over conflicting general standards in this Section 8.

D. Within residential zoning districts, the parking of commercial vehicles is limited to one (1) commercial vehicle with a manufacturer's gross vehicle weight rating (GVWR) of not more than ten thousand (10,000) pounds, except that in the AG District, the parking of commercial vehicles and farming equipment directly related to AG District permitted uses on that property shall be allowed.

E. Within residential zoning districts, recreational vehicles, boats and trailers shall not be stored in the front yard of a lot. Such vehicles, boats and trailers may be stored in the side or rear yard of the lot, provided they are screened from street view by solid (opaque) fencing or walls in accordance with Section 12 of this Ordinance. Solid screening is not required in the AG, RR-43, or RR-18 Districts.

F. The following regulations shall apply to all properties zoned for commercial or employment use, except as otherwise provided in this Ordinance:

1. Recreational vehicles, trailers, commercial vehicles, and/or vehicles exceeding twenty one (21) feet in length, that are not owned or operated by a business on the property, shall not be parked except for the purpose of loading, unloading, emergency service or patronizing a commercial use on site.

2. The overnight parking of any vehicle for the purpose of camping or habitation is prohibited.

G. It shall be the responsibility of the property owner to maintain in a neat and adequate manner, the parking spaces, access ways, striping, landscaping and required walls or screening.

803 Parking Area Design and On-Site Circulation

A. Parking areas, driveways, drive aisles, drive-through lanes, and all other areas designed for vehicular use shall have a surface of masonry, concrete or asphalt, except in the AG and R1-35 Districts, where an alternative, approved dust free surface is permitted. Permeable and/or decorative pavement surfaces, such as pavers, stamped/colored concrete (Bomanite), porous concrete or porous asphalt, may also be used in any district.

B. On non-residential sites, except where a wall is required, six (6) inch vertical concrete curbing shall be required between parking/circulation areas and landscaped areas to protect plantings and control vehicular circulation and the flow of storm water.

C. In residential districts, all required off-street parking spaces shall be connected with a public street by a paved driveway not less than twenty (20) feet in length, measured from the property line. The Zoning Administrator or authorized designee may approve reductions in driveway length for residential developments containing side-entry garages.

D. Minimum dimensions of a required two (2) car garage shall be twenty (20) feet in width by twenty four (24) feet in depth with no obstructions. Single car garages shall have a minimum inside dimension of not less than ten (10) feet wide by twenty (20) feet deep. Carports shall have a minimum inside dimension of not less than ten (10) feet wide by twenty (20) feet deep.

E. Vehicles may be parked in the front yard of a single family residence only when on a driveway paved in a manner allowed pursuant to subsection 803(A). The driveway and paved parking surface combined shall not exceed fifty (50) percent of the lot width measured at the front setback. On corner lots, paved parking areas may occupy the side yard and shall not exceed twenty five (25) percent of the lot length. No parked vehicle shall block a public sidewalk.

F. Within Agricultural (AG), Rural Residential (RR-43, RR-18), Suburban Residential (R1-35, R1-15), and Urban Residential (R1-8, R1-6, R1-5) Zoning Districts, the minimum driveway widths shall be twenty (20) feet. The Zoning Administrator or authorized designee may approve reductions in driveway width to no less than ten (10) feet for residential infill development, if the character of the existing neighborhood is such that a twenty (20) foot wide driveway would be inconsistent with the established lots.

G. All commercial, employment and multi-family uses are prohibited from using alleys as access points to parking areas, unless specifically exempted in subsection 807 below.

H. All vehicular egress from parking lots to public rights-of-way shall be by forward motion only, except in the case of single-family and two-family residences fronting on a local street, a primary collector street or a secondary collector street.

I. All off-street parking lots shall be screened from street view and landscaped in accordance with Section 12 of this Ordinance, *Landscaping, Fences and Walls*.

J. Vehicle queuing in drive-through lanes shall not encroach upon or block driveways, drive aisles, parking aisles, or parking spaces. Driveway and drive-through queuing lengths shall be in accordance with the City's General Engineering Requirements Manual.

K. All pole-mounted parking lot lighting shall be located within landscape islands/medians.

L. Decorative paving materials shall be used at all pedestrian crossings where walkways traverse vehicle drive aisles.

804 Required Parking

Unless modified by the provisions of subsections 807 and 808, parking shall be provided in accordance with this subsection 804. Except where otherwise noted, required parking is based on the gross floor area of the building or use.

A. Required Parking Schedule

Use	Minimum Spaces Required	Maximum Spaces Allowed
Assembly Uses		
Auditoriums, theaters, stadiums, racetracks, or other indoor or outdoor commercial places of assembly	1 space/160 SF of assembly area or 1 space/4 seats, whichever is greater	120% of Minimum Requirement
Church (Assembly Area)	1 space/100 SF of assembly area, or 1 space/4 seats, whichever is greater	110% of Minimum Requirement
Convention Center/Reception Hall	1 space/250 SF of assembly area	160% of Minimum Requirement
Funeral Homes	1 space/4 seats in main assembly area or 1 space/300 SF, whichever is greater	110% of Minimum Requirement
Private clubs & lodges (w/ no overnight accommodations)	1 space/200 SF or 1 space/5 seats in main assembly, whichever is greater.	110% of Minimum Requirement
Commercial Service Uses		
Adult and Child Day Care Centers	4 spaces plus 1 space per 10 children/adults that the center is licensed to accommodate	110% of Minimum Requirement
Auto Service & Diagnostic Facilities	1 space/400 SF	120% of Minimum Requirement
Banks/Financial Institutions	1 space/150 SF	110% of Minimum Requirement
Car wash (Full Service)	1 space/employee	110% of Minimum Requirement
Car wash (Self Service)	1 space/washing stall	110% of Minimum Requirement
Pet boarding and day care facilities	1 space/10 animals boarded	110% of Minimum Requirement
Service Uses (Unless otherwise specified)	1 space/250 SF	110% of Minimum Requirement
Educational Uses		
Elementary, Middle Schools & Junior High Schools	1 space/classroom & 1 space/200 SF of office area	110% of Minimum Requirement
High Schools, Trade/Business Schools, Colleges, & Universities	1 space/200 SF	110% of Minimum Requirement

Use	Minimum Spaces Required	Maximum Spaces Allowed
Employment/Industrial Uses		
Auto/Truck Repair	1 space/500 SF	120% of Minimum Requirement
Manufacturing/Industrial Uses (unless otherwise specified)	1 space/400 SF	160% of Minimum Requirement
Movie and Recording Studios	1 space/300 SF for the first 10,000 SF plus 1 space/1,000 SF for the remaining floor area	160% of Minimum Requirement
Warehousing & Storage	1 space/500 SF for the first 10,000 SF plus 1 space/5,000 SF for the remaining floor area	200% of Minimum Requirement
Wholesaling and Large Merchandise Sales	1 space/500 SF	110% of Minimum Requirement
Institutional and Office Uses		
Assisted Living Facility	1.5 spaces/unit, plus 1 space/200 SF of office area; Minimum 10 percent of required spaces shall be covered	120% of Minimum Requirement
Convalescent Home	1 space/3 beds; Minimum 10 percent of required spaces shall be covered	110% of Minimum Requirement
General/Professional Offices	1 space/250 SF; Minimum 10 percent of required spaces shall be covered	120% of Minimum Requirement
Government Offices	1 space/200 SF; Minimum 10 percent of required spaces shall be covered	120% of Minimum Requirement
Hospitals	1 space/200 SF; Minimum 10 percent of required spaces shall be covered	120% of Minimum Requirement
Medical/Dental Offices & Clinics	1 space/200 SF; Minimum 10 percent of required spaces shall be covered	110% of Minimum Requirement
Miscellaneous Uses		
Hotels & Motels	1.3 spaces/sleeping room	110% of Minimum Requirement
Personal Wireless Service Facilities	1 parking space/PWSF location	None

Use	Minimum Spaces Required	Maximum Spaces Allowed
Recreational Uses		
Batting Cages	1 space/individual cage	110% of Minimum Requirement
Bowling Alleys	4 spaces/lane	110% of Minimum Requirement
Golf Course	1 space/200 SF in clubhouse plus 4 spaces/hole	110% of Minimum Requirement
Golf Driving Range	1 space/individual tee	110% of Minimum Requirement
Indoor Recreational Uses (Unless otherwise specified)	1 space/200 SF	120% of Minimum Requirement
Tennis/Handball Courts	3 spaces/court	110% of Minimum Requirement
Residential Uses		
Dwelling, Manufactured Home Park	2 spaces/unit (Minimum 1 covered space)	No Maximum
Dwelling, Multi-Family	Studio: 1.5 spaces/unit 1 Bedroom: 1.5 spaces/unit 2 Bedroom: 1.75 spaces/unit 3 Bedroom: 2 spaces/unit Townhome: 2 spaces/unit **PLUS:** One (1) visitor space per ten (10) units must be provided. and At least one (1) space per multi-family unit must be covered and assigned to a unit.	No Maximum
Dwelling, Single-Family	An enclosed garage with two (2) interior spaces is required (See subsection 804(G) for exceptions)	No Maximum
Dwelling, Duplex/Triplex	2 spaces/unit (Minimum 1 covered space)	No Maximum

Use	Minimum Spaces Required	Maximum Spaces Allowed
Retail Uses		
Auto Sales	1 space/500 SF of indoor showroom and 1 space/1000 SF of outdoor display area	110% of Minimum Requirement
Gas Station	1 space/300 SF of interior area	120% of Minimum Requirement
Restaurants and Bars	1 space/50 SF of indoor public area and 1 space/200 SF of outdoor area	120% of Minimum Requirement
Retail Sales (Unless otherwise specified)	1 space/300 SF	110% of Minimum Requirement

B. In the instance where a use is not listed in the preceding parking schedule and where no direct comparison can be made to a use listed above, the Zoning Administrator shall determine the minimum and maximum parking required/allowed.

C. In the case where a business includes floor area devoted to a mix of the uses listed above, the total requirement for off-street parking spaces shall be the sum of the requirements of the various uses computed separately as specified in this Section.

D. Cumulative parking space requirements may be reduced below minimum requirements where it can be demonstrated that the peak requirements of a user are less than the City's minimum prescribed limits. Said exceptions shall be considered administratively if supported by a parking demand study in accordance with subsection 808 below.

E. Cumulative parking space requirements may be increased above maximum limits where it can be demonstrated that a use or user generates a need for parking in excess of the maximum prescribed limits. Said exceptions shall be considered administratively if supported by a parking demand study in accordance with subsection 808 below.

F. Secured bicycle parking shall be required to be provided at the minimum rate of one (1) space for every fifty (50) vehicle parking spaces for all new commercial and employment development. Sites with less than forty (40) vehicle spaces shall not be required to provide bicycle parking but are encouraged to do so. All bicycle racks shall be reviewed by the City Engineer to ensure conformance with the General Engineering Requirements (GER) manual.

G. Exceptions to single-family residential parking requirements

1. Carports are permitted in place of enclosed garages for any home (a) that was not originally built with an enclosed garage and (b) that is located in a neighborhood of homes with carports. The carport shall be integrated to appear as a continuation of the existing residence, must share materials, colors and architectural forms with the

existing residence and must meet all Zoning Ordinance development standards, including setback and lot coverage requirements.

805 Parking and Access Standards

A. Parking Space Sizes

1. The standard parking space shall be a minimum of ten (10) feet wide by twenty (20) feet long. Parallel parking spaces shall be a minimum of ten (10) feet wide by twenty two (22) feet long.

2. The Zoning Administrator may at his/her discretion require the provision of oversized parking spaces for recreational vehicles at the time of Design Review for any commercial development that will cater to a traveling clientele. Spaces shall be seventeen (17) feet wide by forty five (45) feet long. The use of these spaces shall be in accordance with subsection 802(F) above.

3. Vehicle overhang over curb, sidewalk or landscape areas shall not count towards minimum parking space dimensions.

B. Parking lot aisle widths shall be in accordance with the following schedule. Additional width to accommodate fire safety equipment may be required after review of the site plan by the Fire Department.

Angle of Parking					
	parallel	30	45	60	90
one way aisle	12’	12’	13’	18’	24’
two way aisle	20’	20’	20’	20’	26’

C. Within the multi-family and non-residential Zoning Districts**,** the minimum drive aisle widths shall be twenty six (26) feet for two (2) way drives and twenty (20) feet for one (1) way drives. The City shall have the ability to restrict parking along drive aisles to reduce on-site circulation conflicts.

D. Drive-through lanes shall have a minimum width of twelve (12) feet.

806 Accessible Parking

A. Accessible parking for non-residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Arizonans with Disabilities Act (AZDA) and International Building Code (IBC), as amended.

B. Accessible parking for multiple-family residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Federal Fair Housing Amendments Act (FFHAA) and International Building Code (IBC), as amended.

807 Parking Provisions for Special Districts

A. City Center (CCD) Zoning District

1. Excluding the Gateway Employment sub-district, provided parking for any use within the City Center Zoning District shall not exceed the one hundred ten (110) percent of the minimum number listed in subsection 804, Required Parking Schedule. This percentage limitation shall supersede the maximum percentages listed in subsection 804.

2. Residential uses within the Townhouse Residential sub-district shall be allowed a ten (10) percent reduction in minimum required parking from the allowances listed in subsection 804, Required Parking Schedule.

3. Parking for each land use may be provided by a combination of on-street parking, off-street surface parking and parking structures.

   a. Off-street surface parking and parking structures counted towards the required parking shall be within 400' of the use, measured from the exterior wall of the use to the closest perimeter of the surface parking or parking structure.

   b. On-street parking counted towards the required parking shall be adjacent to the property for which the parking is intended.

4. Excluding the Townhouse Residential sub-district, a minimum of one (1) percent of all parking spaces shall be reserved for carpool parking. These spaces shall be located in preferential locations so as to create an incentive to reduce single occupant vehicle trips.

5. Excluding the Townhouse Residential sub-district, bicycle parking shall be provided at the rate of one (1) secured, weather-protected bicycle space for every twenty (20) vehicle spaces.

6. Parking areas within the Gateway Employment, Employment Mixed-Use, Residential Mixed-Use and Townhouse Residential Sub-Districts shall be designed in compliance with the Development Guidelines listed in Table 5-1 of the City Center Specific Plan. Parking areas within the Pedestrian Retail Sub-District shall comply with the Development Guidelines as listed for the Employment Mixed-Use Sub-District, except to the extent such guidelines are determined by the Zoning Administrator to be inapplicable.

B. Old Town Avondale Business District (OTAB) and Cashion Business District (CBD)

1. OTAB and Cashion Joint-Use Parking. Joint-use parking standards are based on the assumption that patrons will use a single parking space for more than one (1) destination and that one (1) parking space will be open and available for short-term parking to serve many different uses that may have different peak hours. Any eligible

project, as specified below, may opt to provide required parking by using the "Alternative Joint-Use Parking Standards" table contained within this subsection instead of in accordance with the Required Parking Schedule in subsection 804. The following categories of development shall not be eligible to use joint-use parking standards to meet parking requirements: (a) new or existing residential uses; and (b) new construction of hotel or office uses on sites greater than twenty thousand (20,000) square feet in size. If not specifically listed as eligible in the table below, a project may be permitted to utilize joint parking if determined by the Zoning Administrator to be substantially similar to a use listed in the table.

Alternative Joint-Use Parking Standards Table
Minimum Parking Ratios

Use	Minimum Parking Ratios
OFFICE (Banks, Savings and Loans, Other Financial Institutions; Medical or Dental Office; Professional or Unspecified Office)	3.0 spaces/1,000 sf of gross usable area
RETAIL COMMERCIAL	3.0 Spaces/1,000 sf of gross usable area
PUBLIC ASSEMBLY	
1. Movie Theater	1.0 space/4 seats
2. Museum.	3.0 Spaces/1,000 of gross usable area
RESTAURANT	
1. Restaurant, Coffee House, Juice Bar under 1,000 square feet of gross usable area.	3.0 spaces/1,000 of gross usable area
2. Restaurant over 1,000 square feet of gross usable area.	5.0 spaces/1,000 of gross usable area
3. Outdoor dining areas associated with a restaurant.	0 spaces

2. OTAB-Specific Provisions

a. Due to the pedestrian nature of the OTAB Zoning District, required parking spaces shall not be required to be provided on-site if the following conditions are met:

i. The number of public parking spaces (e.g. street parking, spaces in public surface lots, spaces in public parking structures) located within three-hundred (300) feet of the parcel or use is greater than or equal to the number of spaces required for the parcel or use.

ii. Loading/service areas are provided at the rear of buildings and not visible from Western Avenue.

iii. Bicycle parking is located within close proximity to the primary building entrance.

b. If on-site parking is provided, it shall be located in the rear of structures to avoid visibility from Western Avenue.

808 Parking Demand Studies

The City may allow a variation from the required number of parking spaces if supported by a Parking Demand Study completed in conformance with the procedures are outlined below.

A. Application, review, and approval process

1. For new developments where the number of parking spaces being proposed does not meet the City's minimum requirements or exceeds the City's maximum requirements, a Parking Demand Study shall be submitted as part of the applicant's Design Review application submittal.

2. For existing developments where a change in the use of a building or site would result in fewer parking spaces being provided than the minimum requirement allows, a Parking Demand Study is required to be submitted concurrently with tenant improvement plans. A Parking Demand Study shall not be required for existing developments which, through a change in use, will include parking in excess of the City's allowable maximum.

3. The Zoning Administrator or designee may approve a request to modify the required number of parking spaces in accordance with the Administrative Relief process outlined in Zoning Ordinance Section 1, Administration and Procedures.

4. The Parking Demand Study shall provide a quantitative analysis justifying any proposed increase or reduction in parking. Increases or decreases in the number of parking spaces may be granted when any of the following applies:

   a. A business concurrently employs more people per square foot (or less people per square foot) than the accepted industry standard for that use, and is able to demonstrate this variation from the mean through a statistical comparison.

   b. A business generates more customers, visitors, and or clients per square foot (or less customers, visitors, and/or clients per square foot) than the accepted industry standard for that use (to be determined through a study of existing, comparable uses in the region as determined by the Zoning Administrator), and is able to demonstrate this variation from the mean through a statistical comparison.

   c. Lowered parking demand can be predicted as a result of sharing parking between intermittent uses, occurring on the same property or within a master planned

development, with non-conflicting parking demands (e.g. a nightclub and a bank).

d. A development is designed to take advantage of adjacent public transit opportunities.

B. Approval Criteria

1. Requests for Parking Reductions

In order to approve any request to reduce parking below minimum requirements, all of the following criteria must be met:

a. The reduction in parking will not cause fewer off-street parking spaces to be provided for the proposed use than the number of such spaces necessary to accommodate all vehicles attributable to such use under the normal and reasonably foreseeable conditions of operation of such use.

b. The reduction in parking will not increase the demand for parking spaces upon the public streets in the immediate vicinity of the proposed use.

c. The reduction in parking will not increase the demand for parking spaces upon adjacent private property in the immediate vicinity of the proposed use, unless as part of an approved joint-parking agreement (where allowed).

d. The applicant will incorporate measures intended to reduce vehicle trips to the site, including but not limited to the provision of spaces reserved for car pool use, the provision of weather-protected short term bike parking and the provision of showers and changing facilities in commercial buildings over fifty thousand (50,000) square feet in floor area.

2. Requests for Parking Increases

In order to approve any request to increase parking above maximum requirements, all of the following criteria must be met:

a. The proposed increase in parking is the least possible increase to accommodate all vehicles attributable to such use under the normal and reasonably foreseeable conditions of operation of such use.

b. The increase in parking will not negatively impact the aesthetics of the site from the perspective of adjacent streets and properties.

c. The increase in parking will not negatively affect the pedestrian usability of the site.

d. The applicant will incorporate measures intended to reduce vehicle trips to the site, including but not limited to the provision of spaces reserved for car pool use, the provision of weather protected short term bike parking and the

provision of showers and changing facilities in commercial buildings over fifty thousand (50,000) square feet in floor area.

SECTION 9 SIGNS

Ordinance 1390-1109; 1453-411

901 Purpose

The purpose of this Section 9 is to regulate signs, as defined herein, in order to:

A. Preserve and protect the public health, safety, and welfare within the City of Avondale.

B. Maintain a balance between the needs of the business community to promote visibility of their enterprises and the desire of Avondale citizens for high quality development within the City.

C. Promote the effectiveness of signs by preventing visual clutter, improper placement, and excessive size.

D. Protect pedestrians and motorists within the City of Avondale from damage or injury caused, or partially attributable, to the distraction and obstructions which are caused by improperly located signs, and poorly constructed signs.

E. Promote proper maintenance of signage to ensure continued safety and visual appearance.

902 Requirement of Conformity

It shall be a violation of the Zoning Ordinance for a sign to be placed or maintained within the City of Avondale except as provided by this Section 9.

903 Interpretation of Avondale Sign Regulations

A. The provisions of this Section 9 shall apply to the erection, construction, alteration, use, location and maintenance of all signs within the City of Avondale.

B. Where there is a conflict between provisions of this Section 9 and provisions of other regulations of the City of Avondale, the provisions of this Section 9 shall take precedence.

904 Comprehensive Sign Plans

A. Purpose: To ensure design compatibility between all signage on a master planned site.

B. A comprehensive sign plan must be submitted by any applicant proposing to develop or redevelop a project within the City and shall be considered a required component of any preliminary site plan or preliminary plat application. The densities, height, and sign area for all signage shown within the comprehensive sign plan shall be in conformance

with the requirements of this Section 9 unless otherwise specified as part of an approved Planned Area Development (PAD).

C. A comprehensive sign plan shall, at a minimum, include the following items:

1. Authorization from property owner.

2. A statement of design indicating how the proposal meets City requirements for continuity and design. The applicant shall identify common themes along with a limited set of colors, materials, illumination methods, and fonts which complement the proposed building architecture.

3. A site plan identifying the location of all freestanding signs associated with the project.

4. Final elevations/details, in color, showing the dimensions, materials, colors, design, method of illumination, and ground plane treatment for all proposed freestanding signs.

5. Building elevations denoting the areas designated for wall mounted signage.

6. Typical elevations/details, in color, showing the materials, colors, fonts, method of mounting, and method of illumination for a typical wall mounted sign. If multiple letter types are proposed, the sign plan shall include a detail for each possible type.

7. Written sign standards and requirements, addressing items including but not limited to, temporary signage, window signage and prohibited signage.

8. Any additional materials required by the Development Services Director or authorized designee.

D. Comprehensive sign plans proposing freeway pylon signs shall include the following additional support materials:

1. Computer photo simulations or other professionally rendered perspectives, to scale, in which the proposed freeway pylon sign is depicted on the site as if the freeway pylon sign was already in place. Simulations shall be provided from the following vantage points:

   a. View of the freeway pylon sign from the same side of the freeway as the proposed freeway pylon sign at a location one-quarter (1/4) of a mile (1/4 mile or 1320') away from the beginning of the freeway off-ramp closest to the proposed sign location.

b. View of the freeway pylon sign from the same side of the freeway as the proposed freeway pylon sign at the beginning of the freeway off-ramp closest to the proposed sign location.

c. View of the freeway pylon sign from the opposite side of the freeway as the proposed freeway pylon sign at a location one-quarter of a mile (1/4 mile or 1320') away from the beginning of the freeway off-ramp closest to the proposed sign location.

d. View of the freeway pylon sign from the opposite side of the freeway as the proposed freeway pylon sign at the beginning of the off-ramp closest to the proposed sign location.

e. View of the freeway pylon sign from the residential subdivision closest to the proposed freeway pylon sign location.

f. Any additional simulations or renderings from other perspectives or heights, as required by City staff on a case-by-case basis.

2. Photographs documenting empirical observation (e.g. field test with crane and balloon). The empirical observation shall document at minimum four (4) possible freeway pylon sign heights (the proposed height plus two (2) lower and one (1) higher than proposed).

a. Each documented option shall differ a minimum of ten (10) feet from the next option.

b. Written notice of the empirical test shall be made to the Development Services Department ten (10) working days in advance of the test date. The test date shall fall between Monday and Thursday.

c. The empirical test shall be observed or verified by the Development Services Director or authorized designee.

d. Heights shown in the empirical observation shall be confirmed by an independent source, who may be the Development Services Director or authorized designee.

e. The device used to confirm the proposed heights shall have sufficient size and substance so as to provide a comparable sense of scale for the proposed sign.

f. If balloons are used, methods to limit wind drift shall be utilized, such as tethering.

E. A comprehensive sign plan must be approved prior to or in conjunction with a preliminary site plan or preliminary plat for any given project. Amendments to an

approved comprehensive sign plan which meet all requirements of this Section 9 shall be approved administratively.

905 General Requirements

A. The following location requirements shall apply to all signs, excluding signs required for public/governmental purposes:

1. No sign or sign structure shall be erected or maintained in the public right-of-way, within an easement (other than an easement specifically for a sign), or be attached to any street light, street sign, traffic signal, utility pole, utility box, fire hydrant, bus shelter or other structure in the public right-of-way except where explicitly allowed by this Section 9.

2. When explicitly allowed by this Section 9, temporary signs within the right-of-way shall be placed at least one (1) foot behind the sidewalk. The sign shall be placed at least five (5) feet behind the back of curb if no sidewalk exists. If no sidewalk or curb exists, the sign shall be placed at least five (5) feet behind the edge of pavement.

3. No sign or sign structure shall be erected in such a manner that any portion of its surface or supports will interfere in any way with the free use of any street, sidewalk, fire escape, fire lane, exit, or accessible route, as defined in the most current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

4. No sign or sign structure shall obstruct any street, sidewalk, private driveway, drive aisle, parking space, pedestrian path, or trail.

5. No sign or sign structure shall project into or over any public sidewalk, street, alley, or other public place except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts. Within the CC and OTAB Districts, signs which project over public sidewalks a maximum of eight (8) feet may be approved if they meet aesthetic and safety requirements for their respective districts.

6. No sign or sign structure shall obstruct traffic by obscuring the vision of motorists. A minimum sight distance triangle of thirty three (33) feet shall be maintained at all street and driveway intersections; larger sight distance triangles may be deemed necessary by the City Engineer.

7. No sign or sign structure shall extend above a building's parapet except within the City Center (CC) Zoning District. Within the CC District, no sign shall extend above the building's parapet more than ten (10) feet.

8. No permanent free-standing sign or permanent freestanding sign structure shall be located within five (5) feet of an interior property line.

9. No illuminated wall mounted sign shall be permitted on a building elevation abutting any residential District or use unless separated by a public street.

10. No temporary sign shall be placed on, attached to, or hung from any permanent sign.

11. No temporary sign or display shall be placed on the roof of any building.

12. No sign or sign structure may be placed on private property without expressed, written consent of the landowner.

B. No sign shall be animated by mechanical or atmospheric means, except where explicitly allowed by this Section 9. This shall not prevent the use of searchlights allowed in conjunction with special events and promotions, as regulated by Section 7 of this Ordinance.

C. Sign Walkers shall be permitted subject to the following restrictions:

1. A temporary sign permit shall be required for sign walkers:

   a. Each permit shall be valid for up to one (1) year and may cover up to five (5) individual sign walkers. Additional temporary sign permits will be required for every additional five (5) sign walkers.

   b. The completed temporary sign permit application shall identify the approximate location of all sign walkers.

   c. Violation of the terms of this subsection 905(C) by any sign walker shall result in a revocation of all sign walker permits for the business being advertised by the person(s) in violation as well as the business employing the person(s) in violation, if different from the business being advertised. No new sign walker permits for said businesses shall be issued for one (1) year from the date of violation.

2. Sign walkers shall be permitted only during daylight hours.

3. It shall be prohibited for any sign walker to twirl, spin, throw, or otherwise animate a sign for the purpose of attracting the attention of the public. The normal movements of a sign which occur as a result of a person walking with, carrying or balancing a sign will not constitute a violation of this provision.

4. It shall be prohibited for any sign walker to locate within a public street or median. When located within the public right-of-way adjacent to a street, sign walkers must remain a minimum of five (5) feet in back of the street curb line. A width of contiguous sidewalk shall be maintained unobstructed in accordance with ADA requirements. If no curb is present, sign walkers shall locate no closer than five (5) feet to the edge of pavement.

5. No tent, ramada, patio umbrella, or other temporary structure or device may be set up within the public right-of-way, in a location which causes any portion of the tent, ramada, patio umbrella, or other temporary structure to project into the public right-of-way, or within a site visibility triangle.

6. Sign walkers may locate on private property with permission of the private property owner. Sign walkers shall not locate in any drive aisle, entrance, exit, or other area designed and designated for vehicular circulation. If located on a private sidewalk, a width of contiguous pavement shall be maintained unobstructed in accordance with ADA requirements.

906 Calculation of Sign Area

A. The area of a sign shall be calculated by using a combination of no more than two (2) parallelograms, ellipses, and/or triangles which enclose the extreme limits of the advertising message. Any frame, material, color, or condition which forms an integral part of the display and is used to differentiate such sign from the wall or background against which it is displayed shall also be calculated towards the area of the sign.

B. Where a sign message consists of separate and individual letters, modules, or symbols, each portion of said sign message shall not be considered as a separate sign.

C. The necessary supports or uprights on which any freestanding sign is placed shall be excluded from a sign area calculation.

D. Only one (1) face of a double-faced sign shall be considered in determining its sign area, except that both sides shall be counted in instances where the distance between faces exceeds six (6) feet.

E. Where permitted by this Section 9, multi-tenant monument signs may consist of more than one (1) sign panel provided all such sign panels are attached to one (1) common integrated sign structure. The calculation of area of a multi-tenant sign shall include all tenant panels and project identification information, excluding the portion(s) of a sign dedicated to providing the street number and/or address of the development site; provided, however, that this exclusion for the street number or address shall not apply to street numbers used as part of the business name.

F. Where signs are of a three-dimensional, round, or other solid shape, the largest cross-section viewed as a flat projection shall be used for the purpose of determining the sign area. Signs visible from more than one (1) direction or without clearly defined sign faces shall be considered as having two (2) faces and each face calculated in the total allowable area.

907 Permanent Sign Design, Illumination, and Construction

A. General

1. All permanent signs shall be designed to conform to the standards set forth in the applicable Design Manual for Commercial, Industrial, and Multi-Family Residential Development. In addition, signage for projects within the Old Town Avondale Business (OTAB) Zoning District shall adhere to the Old Town Avondale Business District Design Guidelines and signage for projects within the City Center (CC) Zoning District shall adhere to Design Manual for the City Center.

2. The lighting source of a directly illuminated sign shall not be visible to any residential district adjacent to the lot or parcel on which said sign is located.

3. The use of reflective material is prohibited.

B. Freestanding Signs

1. All permanent freestanding signs shall be situated perpendicular to the street, excluding low profile wall identification signs which may be situated parallel to a street.

2. All permanent freestanding signs shall be monument style only and shall complement the site architecture.

3. Landscaping shall be provided at the base of all permanent freestanding signage at a rate of four (4) square feet of landscaping for each one (1) square foot of sign area. A minimum of seventy five (75) percent of the required landscape area shall be covered with vegetative plant material.

4. The width of the top of the sign structure shall be no more than one hundred twenty (120) percent the width of the base. The design of monument signs shall complement the architecture of the buildings on the site. In addition to tenant information, all monument signs shall contain the address(es) of the building(s) it supports.

C. Wall and Building Mounted Signs

1. Wall mounted box-cabinet signs greater than six (6) square feet in area shall be prohibited. Wall mounted custom cabinet signs over six (6) square feet are permitted in accordance with the custom cabinet sign specifications contained within the Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

2. Signs mounted to wall mounted exposed raceways are prohibited unless structural limitations make other mounting alternatives infeasible, as determined by the Development Services Director or authorized designee.

3. No sign shall be painted directly onto building facades or walls, except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts, where graphic logos painted directly on facades may be permitted if the Development Services Director or authorized designee can determine that the proposed painted sign will be of a professional, artistic caliber. No text shall be painted on a building wall for the purposes of advertising a business or product except as an integral part of an approved graphic logo.

4. No sign shall be painted on, mounted to, or affixed in any way to an awning and/or canopy, except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts. Interior illuminated awning signs are prohibited in all districts.

D. Variable Message Signs

1. Variable message signs using replaceable lettering shall have a secured, clear plastic cover, or equivalent.

2. Variable message signs shall have static displays. Video, animation, and special effects such as traveling, scrolling, fading, dissolving, and bursting shall not be permitted. Static message displays shall not change more than once every eight (8) seconds.

3. Variable message signs which incorporate electronic message displays shall not increase the brightness level by more then 0.3 foot candles over ambient brightness levels, to be measured as follows:

   a. With the sign off or displaying black copy, a foot candle meter shall be used to record the ambient light reading for an area. Said measurement shall occur at least thirty (30) minutes after sunset, from a distance which varies based upon the size of the sign, as follows:

Size of Sign	0-100 SF	101-350 SF	351-650 SF	651-1000 SF	1001+ SF
Distance for Measurement	100 feet	150 feet	200 feet	250 feet	350 feet

   b. With the sign on and displaying full white copy, a second measurement shall be taken from the exact location of the ambient level reading.

   c. A difference between the first and second reading of less than 0.30 foot candles is acceptable. Any sign in which the difference between the first and second reading is 0.30 or greater shall be in violation of this Ordinance.

Signs in violation of this Ordinance shall be shut off until they are adjusted to meet the conditions herein.

4. Variable message signs which incorporate electronic message displays are required to have an automatic dimmer control to allow for automatic dimming of the intensity of the sign illumination and accommodate varying light conditions.

5. Any permitted variable message sign that malfunctions, fails, or ceases to operate in its usual or normal programmed manner shall be repaired or disconnected within forty eight (48) hours by the owner or operator of such sign.

908 Temporary Sign Design, Illumination, and Construction

A. Where permitted, temporary signs shall be constructed of durable and weather-resistant materials and be anchored, weighted, or tied down to avoid being displaced in windy conditions. All balloons and inflatable structures shall be tethered.

B. Where permitted, temporary signs shall not be illuminated except when the illumination is approved in conjunction with an approved seasonal sales use. This provision shall not prevent the use of searchlights allowed in conjunction with special events and promotions as regulated by Section 7 of this Ordinance.

C. Attachments to any permitted temporary sign, including but not limited to balloons and ribbons, are prohibited.

909 Nonconforming Signs

A. Reasonable repair and maintenance of nonconforming signs shall be allowed. In the event a nonconforming sign is damaged or vandalized, the nonconforming sign must be restored to its previous condition within one hundred twenty (120) days or the nonconforming status of the sign shall be forfeited.

B. If any entity that utilizes a non-conforming sign ceases operation for a period of one hundred twenty (120) days, the nonconforming status of the sign shall be forfeited.

C. Not later than sixty (60) days after forfeiture of nonconforming status, such nonconforming signs shall be removed at the property owner's expense. Any forfeited nonconforming sign not removed within this sixty (60) day period shall be considered an abandoned sign for the purpose of enforcement.

910 Classic Signs

A. Eligibility

1. Any person or the City may apply for designation of an existing or proposed sign as a classic sign. Classic signs are exempt from area, setback, height, lighting,

movement, flashing, placement, type, content and construction materials requirements of this Section 9.

2. To qualify for designation as a classic sign, the sign must meet all four (4) of the following criteria:

   a. Be (i) at least twenty five (25) years old, (ii) be a replica of a sign that had been displayed for at least ten (10) years prior to 1970 and for which photographic or illustrative evidence of the sign to be reproduced exists or (iii) be a replica of a sign which had previously served a historic building and for which photographic or illustrative evidence of the sign to be reproduced exists.

   b. Be located within the City's Revitalization Area, a map of which is on file in the Development Services Department, Planning Division.

   c. Possess unique physical design characteristics, such as configuration, message, color, texture, etc.

   d. Be of extraordinary significance to the City's history and identity, regardless of the use identified by the sign.

B. Application

1. An application for classic sign status must include plans for sign maintenance, renovation and/or possible reconstruction, acceptable to the Zoning Administrator.

2. Application for classic sign status must be made to the Development Services Department, whose representative shall place the item on a Planning Commission meeting agenda and presents his/her recommendations to the Planning Commission at an advertised public hearing. The hearing shall be advertised through a one-eighth (1/8) page legal advertisement in the local newspaper; no mailing or posting shall be required.

3. The Planning Commission shall review the application and forward a recommendation of approval or denial to the City Council for its consideration. The City Council may approve, approve with modifications or stipulations, or deny the application in its sole discretion.

4. Classic signs approved through the process outlined above shall be considered conforming signs in perpetuity and shall not be subject to the Non-Conforming Sign Section of this Ordinance.

C. Maintenance

The owner of a classic sign must ensure that the sign is not structurally dangerous, a fire hazard, an electrical shock hazard, or any other kind of hazard. Classic signs may be rebuilt if damaged.

D. Designated Classic Signs

A list of designated classic signs shall be maintained by the Development Services Department, Planning Division. Said list shall be updated by the Zoning Administrator or his/her designee within thirty (30) days of each classic sign designated by the City Council.

911 Prohibited Signs

A. The following signs are prohibited:

1. Abandoned Signs.
2. Outlining of a building by means of exposed incandescent lighting.
3. Vehicle signs.
4. Off-premise signs, except where explicitly allowed by this Ordinance.
5. Variable Message Signs, except where explicitly allowed by this Ordinance.
6. Pole Signs.
7. Illegal Signs, as defined by this Ordinance, excluding signs required for governmental purposes.

912 Signs Authorized Without Permits

A. Permits shall not be required for the following signs or situations; provided, however, that such signs shall be subject to any and all applicable provisions of this Ordinance.

1. Standard sign maintenance.
2. Sign relocation as required by the City.
3. Flags, pennants, or insignias of any nation, state, county, city or other government entity or religious organization.
4. Temporary decorations, displays or banners celebrating the occasion of recognized patriotic, religious or local holidays or events.

5. Official traffic, fire, and police signs, both temporary and permanent, including but not limited to, changeable message signs, traffic control signs, street signs, traffic signals and devices and markings of the State of Arizona and the City of Avondale or other authorized public agency, or the posting of notices as required by law.

6. Window Signs

    a. Temporary window signs are permitted in commercial and employment districts only. The window sign(s) may be displayed for a period not to exceed thirty (30) days.

    b. The total sign area shall not exceed twenty five (25) percent of the window area of each window.

    c. Window signs shall not be placed on required exit doors.

7. Non-illuminated directional or informational signs that (a) do not include directions to commercial establishments and (b) do not exceed three (3) feet in height and six (6) square feet in area. The width of the sign at its base shall be equal to or greater than the width of the sign at its top.

8. Political Signs

    a. For parcels or lots less than one (1) acre located in a residential zoning district, the maximum sign area of a political sign shall be sixteen (16) square feet and the maximum height shall be five (5) feet. For parcels or lots greater than one (1) acre located in a residential zoning district and for all parcels or lots located in commercial and employment zoning districts, the maximum sign area shall be thirty two (32) square feet and the maximum height shall be eight (8) feet.

    b. Each candidate or ballot measure shall be limited to one (1) sign per street frontage on each lot or parcel.

    c. Political signs shall be removed no later than ten (10) days after the date of the election to which they refer. This shall not prevent a sign displayed for a primary election to remain if the candidate is part of a subsequent general election.

    d. Political signs shall be kept in a safe and well-maintained condition. Signs that are damaged, worn or neglected shall be removed or repaired within forty eight (48) hours after the damaged, worn or neglected condition is brought to the sign owner's attention.

9. Ideological Signs

   a. In residential districts, the maximum sign area shall be sixteen (16) square feet and the maximum height shall be five (5) feet. In commercial and employment districts, the maximum sign area shall be thirty two (32) square feet and the maximum height shall be eight (8) feet.

   b. One ideological sign shall be allowed per lot or parcel.
   c. Ideological signs may be displayed for up to sixty (60) consecutive days on any lot or parcel. The minimum period between displays shall be ninety (90) days.

10. Garage, Yard, and Estate Sale Signs

   a. Temporary signs for individual garage, yard, and estate sales are permitted in all zoning districts. The maximum number of signs shall be two (2) per lot. The maximum sign area shall be four (4) square feet and the maximum height shall be three (3) feet.

   b. Sale signs may be located offsite up to two thousand six hundred forty (2,640) feet from the edge of the lot or parcel upon which the sale is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s).

   c. Sale signs shall not be displayed more than twenty four (24) hours before the start of the sale and shall be removed at the end of each sale day.

11. Real Estate Signs

   a. Real estate signs are permitted in all zoning districts. For parcels less than one (1) acre, the maximum sign area of a real estate sign shall be six (6) square feet and the maximum height shall be five (5) feet. For parcels one (1) acre or larger, the maximum sign area shall be thirty two (32) square feet and the maximum height shall be eight (8) feet.

   b. One (1) sign shall be allowed for each three hundred thirty (330) feet of street frontage. The minimum distance between signs on the same parcel shall be two hundred (200) feet.

   c. Real estate signs are allowed only on the property being offered for sale, lease, or rent.

12. Open House Directional Signs

a. Open house directional signs are allowed in all zoning districts. The maximum sign area shall be four (4) square feet and the maximum height shall be three (3) feet.

b. No more than four (4) signs related to the open house may be displayed at one (1) time.

c. Open House Directional Signs may be located offsite up to two thousand six hundred forty (2,640) feet from the edge of the lot or parcel upon which the open house is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s).

d. Signs shall be displayed only when a salesperson is on duty at the open house and must be removed at the end of each sale day.

13. Contractor Signs

a. Contractor signs are allowed on construction sites in all zoning districts once construction permits have been issued. In residential districts, the sign shall have a maximum area of six (6) square feet and a maximum height of five (5) feet. In commercial and employment districts, the sign shall have a maximum area of sixteen (16) square feet and a maximum height of eight (8) feet.

b. One (1) sign shall be allowed for each general contractor and subcontractor actively working on the construction site.

c. All signs shall be removed prior to the issuance of a Certificate of Occupancy or final clearance on the construction site.

14. Address Signs as follows:

a. General

i. Every building or group of buildings in any residential, commercial, or industrial zoning district shall be identified by a street number sign.

ii. Structures located within complexes containing multiple buildings shall also be identified by a building identification number or letter.

iii. Required address signs shall not count towards the total wall sign area permitted.

b. Single Family Residential

All single-family residences must be identified by a street number with minimum four (4) inch high contrasting numbers with a five-eighths (5/8) inch stroke width. The address must be located to be visible from the public right-of-way.

c. Multi-Family Residential

i. Within multi-family residential complexes, the building(s) nearest the street must identify the street number of the complex with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width.

ii. All buildings within the complex shall identify the building number/letter with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width. Buildings are required to provide two (2) or more building identification signs per each one hundred (100) feet of the length of the building elevation.

iii. All buildings within the complex shall include apartment spread numbers (e.g. Units 201-210) identified with minimum seven (7) inch high contrasting numbers/letters with a one (1) inch stroke width.

iv. Each individual unit shall be identified near the unit entryway using minimum four (4) inch high contrasting numbers/letters with a five-eighths (5/8) inch minimum stroke width.

d. Commercial/Employment

i. All commercial and employment buildings shall identify the street number of the building with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width.

ii. All commercial and employment buildings within multi-building complexes must identify the building number/letter with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width.

iii. Each individual unit shall be identified near the primary unit entryway using minimum six (6) inch high contrasting numbers/letters with a one (1) inch stroke width.

913 Signs Authorized With Permits

A. Single Family Residential Districts

Permanent subdivision identification signs for master planned developments and/or recorded subdivisions are subject to the following:

1. A maximum of two (2) signs are permitted for each entry. The maximum area of such sign shall be fifty (50) square feet and the maximum height shall be six (6) feet. Each subdivision or master planned development shall provide a minimum of one (1) such sign at primary ingress points.

2. Signs shall be of the monument type, or consist of individually mounted letters affixed to perimeter walls near subdivision entries.

3. Signs may include only the name of the subdivision.

4. Places of Worship located within Single-Family Residential Districts shall be permitted signage equivalent to the C-1 District.

5. Private Schools located within Single-Family Residential Districts shall be permitted signage equivalent to the C-1 District.

6. It is recommended that Municipal, State, and Federal uses, and Public and Charter Schools located in Single-Family Residential Districts adhere to the signage requirements of the C-1 District.

B. Multi-Family Residential Districts

Permanent identification signs for multi-family developments are allowed and shall adhere to the requirements in subsection 913(A)(1). In addition, the following are also allowed in multi-family developments in the R-2, R-3, and R-4 districts:

1. One (1) directory map sign shall be permitted for each entrance to the residential development, not to exceed thirty six (36) square feet in area with a maximum height of six (6) feet. Said directory map sign must be illuminated.

2. Signs may include only the name and address of the multi-family development.

3. Places of Worship located within Multi-Family Residential Districts shall be permitted signage equivalent to the C-1 District.

4. It is recommended that Municipal, State, and Federal uses, and Public and Charter Schools located in Single-Family Residential Districts adhere to the signage requirements of the C-1 District.

C. Manufactured Home Park District

Permanent identification signs for manufactured home parks located within the MH (Manufactured Home Park) district are allowed and shall conform to the provisions of subsection 913.A.1.

1. Signs may include only the name and address of the manufactured home park.

2. Places of Worship located within the Manufactured Home Park District shall be permitted signage equivalent to the C-1 District.

3. It is recommended that Municipal, State, and Federal uses, and Public and Charter Schools located in Single-Family Residential Districts adhere to the signage requirements of the C-1 District.

D. Commercial and Employment Districts

1. Wall Mounted Signage

a. Wall mounted signs are allowed in all commercial and employment zoning districts, as follows:

	R-O	**C-O**	**C-1**	**C-2**	**C-3**
Maximum Sign Area (Primary Elevation)	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot
Maximum Sign Area (Secondary Elevations Facing Public Streets)	None	0.50 SF per Linear Foot	0.50 SF per Linear Foot	0.50 SF per Linear Foot	0.50 SF per Linear Foot
Maximum Sign Area (Freeway Facing Elevations)	None	1.50 SF per Linear Foot	None	None	1.50 SF per Linear Foot
Maximum Sign Size	50 SF	75 SF	100 SF	200 SF	250 SF
Minimum Sign Size	18 SF	18 SF	18 SF	18 SF	18 SF
Maximum Number of Elevations with Signs	Primary Elevation Only	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential
Supplemental Design Requirements	Non-Illuminated or Indirectly Illuminated Signs Only	Additional Requirements for Buildings greater than 2 stories *(A)	None	None	None

	OTAB	Cashion	CP	A-1	CC
Maximum Sign Area (Primary Elevation)	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot
Maximum Sign Area (Secondary Elevations Facing Public Streets)	0.50 SF per Linear Foot	0.50 SF per Linear Foot	None	None	0.50 SF per Linear Foot
Maximum Sign Area (Freeway Facing Elevations)	None	None	None	None	1.50 SF per Linear Foot
Maximum Sign Size	100 SF	100 SF	75 SF	150 SF	200 SF
Minimum Sign Size	18 SF	18 SF	18 SF	18 SF	18 SF
Maximum Number of Elevations with Signs	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential	Primary Elevation Only	Primary Elevation Only	No Maximum
Supplemental Design Requirements	Non-Illuminated Directly Illuminated, or Indirectly Illuminated Signs Only	None	Additional Requirements for Master Planned Commerce Parks *(B)	None	Shall comply with City Center Specific Plan Chapter 5.4.23 and Design Manual for the City Center

* (A) Excluding vertically integrated mixed use buildings which contain retail uses on the ground floor, buildings in excess of two (2) stories shall be allowed only one (1) wall mounted sign per elevation, to be located in a sign band between the top of the upper story windows and the top of parapet. Said sign shall not be required to be located over the tenant's particular suite.

*(B) Wall mounted signage for master planned commerce parks shall conform to a single color, font, and method of illumination, as approved during the design review process.

b. Tenants with multiple building frontages that are eligible for wall mounted signage on two (2) or more building elevations may transfer the allowed sign area between eligible building elevations, in whole or in part.

c. In addition to the above, a total of three (3) square feet of non-illuminated sign area shall be permitted on each building or tenant frontage, adjacent to the primary entry.

d. Wall mounted signage shall not be permitted for any tenant suite that does not abut an exterior building wall.

2. Low Profile Wall Identification Signs

a. One (1) low profile wall identification sign is permitted for each master planned development in the R-O, C-O, C-1, C-2, C-3, CP, A-1, OTAB, and Cashion Business Zoning Districts. The leading edge of a low profile wall identification sign shall be set back at least five (5) feet from any property line and out of any site visibility lines. The maximum height and area varies depending on the district in which the sign is located, as follows:

	R-O	**C-O**	**C-1**	**C-2**	**C-3**	**OTAB**	**Cashion**	**CP**	**A-1**	**CC**
Maximum Height	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	Not Permitted
Maximum Sign Area	20 SF	40 SF	40 SF	60 SF.	80 SF	20 SF	40 SF	40 SF	40 SF	Not Permitted

b. A low profile wall identification sign shall display the name/logo and address of the master planned development only.

c. Final location of low profile wall identification signs shall be approved during the site plan review process.

3. Directory Signs

a. Directory signs shall be permitted for multi-tenant developments within all commercial and employment districts, excluding the R-O District. The quantity and location of directory signs shall be approved during the site plan review process.

b. In all districts except for City Center (CC) and Old Town Avondale Business (OTAB), directory signs shall not exceed twelve (12) square feet in area and six (6) feet in height. Within the CC and OTAB districts, directory signs shall be designed at a pedestrian scale and shall not exceed ten (10) square feet in area and five (5) feet in height.

c. Directory signs may be building mounted or freestanding. Freestanding directory signs shall be located behind the required building setbacks.

d. Directory signs shall be illuminated, either by an internal source or through the use of down lighting.

4. Single-Tenant Monument Signs

a. One (1) single-tenant monument sign shall be permitted for single-user developments within the C-O, C-1, C-2, C-3, Cashion Business, and A-1

Zoning Districts. Two (2) single-tenant monument signs shall be permitted for properties with frontage on two (2) arterial streets; provided, however, that both signs shall not be placed along the same street frontage.

b. Within the City Center (CC) Zoning District, one (1) single-tenant monument sign shall be permitted for single-user developments with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) single-tenant monument signs shall be permitted for properties that have frontage on two (2) of the above mentioned streets; provided, however, that both signs shall not be placed along the same street frontage.

c. The maximum height and area varies depending on the district in which the sign is located, as follows:

	C-O	**C-1**	**C-2**	**C-3**	**Cashion**	**A-1**	**CC**
Maximum Height	6 Feet	6 Feet	8 Feet	10 Feet	6 Feet	6 Feet	*Determined During Design Review*
Maximum Sign Area	40 SF	40 SF	60 SF	80 SF	40 SF	40 SF	

d. Places of Worship located within the R-O, CP, and OTAB Zoning Districts shall be permitted single tenant monument signs equivalent to the C-1 Zoning District standards contained herein.

e. No single-tenant monument sign shall be permitted for an individual user or pad site within a master planned multi-tenant development. Panels on multi-tenant monument signs shall be used in place of individual single-tenant monument signs in those instances.

f. The single-tenant monument sign structure may extend above the maximum allowable height for the purpose of architectural embellishment. Such embellishment shall not extend the height of the sign more than twenty (20) percent over the allowed sign height. No commercial symbol, representation, logo, insignia, illustration, or other form of advertising message may extend into the architectural embellishment portion of the sign.

g. The leading edge of a single-tenant monument sign shall be set back at least five (5) feet from any property line and out of any site visibility lines.

h. The single-tenant monument sign shall include the street number of the site. The street number shall not count against the maximum sign area allowed.

i. The final location of permitted signs shall be approved during the site plan review process.

5. Multi-Tenant Monument Signs

a. Each multi-user development in the C-1, C-2, C-3, Cashion, CP, and A-1 districts shall be permitted one (1) multi-tenant monument sign on each street frontage. For properties with a street frontage of eight-hundred (800) feet or more, multi-tenant monument signs shall be permitted at the rate of one (1) sign per every four hundred (400) feet of frontage. Multi-tenant monument signs shall be separated by a minimum distance of three hundred thirty (330) feet and may not be transferred from one street frontage to another.

b. Within the City Center (CC) Zoning District, one (1) multi-tenant monument sign shall be permitted for multiple-user developments with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) multi-tenant monument signs shall be permitted on properties which have frontage on two (2) of the above mentioned streets; both signs cannot be placed along the same street frontage.

c. The maximum height, area, and tenant panels allowed varies depending on the district in which the sign is located, as follows:

	C-1	**C-2**	**C-3**	**Cashion**	**CP**	**A-1**	**CC**
Maximum Height	8 Feet	12 Feet	14 Feet	8 Feet	8 Feet	8 Feet	*Determined During Design Review*
Maximum Sign Area	60 SF	80 SF	100 SF	60 SF	60 SF	60 SF	
Maximum Number of Tenant Panels	6	10	12	6	6	6	

d. The multi-tenant monument sign structure may extend above the maximum allowable height for the purpose of architectural embellishment. Such embellishment shall not extend the height of the sign more than twenty (20) percent over the allowed sign height. No commercial symbol, representation, logo, insignia, illustration, or other form of advertising message may extend into the architectural embellishment portion of the sign.

e. The leading edge of a multi-tenant monument sign shall be set back at least five (5) feet from any property line and out of any site visibility lines.

f. The name of the office complex, shopping center, or commerce/industrial park shall be prominently included on the sign.

g. The multi-tenant monument sign shall include the street number of the site. The street number shall not count against the maximum sign area allowed.

h. The letters and logos used to identify individual tenants shall have a minimum height of four (4) inches.

i. The final locations of multi-tenant monument signs shall be approved during the site plan review process.

6. Freeway Pylon Signs

a. General

i. Freeway pylon signs shall only be permitted as part of a comprehensive sign plan approved pursuant to Section 904 above.

ii. Freeway pylon signs are permitted in the C-3 and CC Zoning Districts for master planned developments encompassing a minimum of thirty (30) acres and having at least four hundred (400) linear feet of direct frontage adjacent to the Interstate-10 right-of-way. Properties that meet these requirements may be permitted one (1) freestanding, double sided, freeway pylon sign. A second freeway pylon sign shall be permitted for properties that meet the requirements of this Section and have direct freeway frontage in excess of two thousand six hundred forty (2,640) feet.

b. Location

i. Freeway pylon signs shall be located no more than fifteen (15) feet from the right-of-way line of the adjacent freeway.

ii. Proposed freeway pylon signs may not be located closer than one thousand three hundred twenty feet (1,320) from an existing or approved freeway pylon sign on the same side of the freeway

iii. Proposed freeway pylon signs shall be located a distance of no less than twenty (20) times the proposed actual height (including sign embellishment) of the freeway pylon sign from existing single-family residential uses. This distance shall be measured from the physical location of the freeway pylon sign to the closest point of the nearest single-family residential lot line. (Example: a seventy one (71) foot high freeway pylon sign will require a minimum one thousand four hundred twenty (1,420) foot setback).

c. Height and Area

i. Freeway pylon signs shall not exceed sixty five (65) feet in height.

ii. The total sign area per sign face shall not exceed eight hundred (800) square feet.

d. Design

i. The freeway pylon sign may identify up to six (6) individual tenants.

ii. The base of a freeway pylon sign shall be no less than fifteen (15) feet wide and no greater than thirty (30) feet wide. No portion of the sign structure can exceed one hundred thirty (130) percent the width of the base.

iii. The sign area and the base must be designed and constructed using compatible themes, materials, and colors with the overall design of the development and will be evaluated during the Design Review process.

iv. The project or destination name of the development shall be emphasized on the freeway pylon sign. A minimum of fifteen (15) percent of the total sign area shall be devoted to the project or destination name.

v. The identification of the development name and tenant names on the sign shall be in the form of individual pan channel lettering, aluminum routed lettering with acrylic background, or other high quality sign design characteristics. Removable tenant panels made completely of acrylic or plexi-glass materials are prohibited.

vi. Freeway Pylon signs shall not be externally illuminated.

e. Freeway Pylon Signs shall not incorporate electronic message displays.

f. The City Council may in its sole discretion, grant a Freeway Pylon Sign Exception (FPSE) for development projects that can demonstrate exceptional design and promotion of the purpose and intent of this Section 9. An FPSE will allow for Freeway Pylon signs to vary from certain established standards. Approvals of Freeway Pylon Sign Exceptions shall be granted at the sole and absolute discretion of the City Council. The standards that may be altered through a FPSE are exclusive to the following:

i. Sign Height, shall be no higher than is reasonably necessary for the sign copy to be visible from a vehicle approaching on the same side of a freeway from a distance sufficient to permit vehicles to safely exit the freeway, as determined after evaluation of the materials required by this Section 9. In no instance shall any freeway pylon sign exceed one hundred ten (110) feet.

ii. Sign area, shall be no larger than is reasonably necessary for the sign copy to be visible from a vehicle approaching on the same side of a freeway from a distance sufficient to permit vehicles to safely exit the freeway, as determined after evaluation of the materials required by this Section 9. In no instance shall the total sign area per sign face exceed one thousand four hundred (1,400) square feet.

iii. Sign width shall not be less than fifteen (15) feet or greater than fifty (50) feet.

iv. Electronic message displays may be permitted, subject to such conditions and stipulations as required by the City Council.

7. Drive-through Menu Boards

a. In Zoning Districts where drive-through uses are allowed, drive-through menu board signs are permitted:

b. One (1) preview menu board and one (1) ordering menu board is allowed per drive-through business. Such signs may be free standing or wall-mounted.

c. The maximum area for each sign shall not exceed forty eight (48) square feet. The maximum sign height shall not exceed six (6) feet for freestanding signs.

d. Menu board signs shall be screened from street views by a combination of screen walls and dense landscaping

e. Menu boards containing speaker boxes must be located a minimum of seventy (70) feet from any residential zoning district or use and, to the extent possible, oriented away from the residential use.

8. Blade Signs

a. Blade signs are permitted in all commercial and employment districts.

b. Each user shall be permitted one (1) blade sign hung directly outside of the business's primary entrance.

c. Maximum size of blade signs shall be three (3) feet in length and one (1) foot in height and be oriented to display the message perpendicular to the face of the building. Blade signs with dimensions larger than referenced above shall be considered projecting signs and may only be permitted in Zoning Districts in which projecting signs are allowed.

d. The sign shall be suspended from a roof overhang, covered walkway or covered porch. No part of a suspended sign shall extend beyond the edge of the overhang.
e. A minimum clearance of seven (7) feet shall be maintained between the bottom of the sign and the nearest grade or sidewalk.

9. Center Identification Wall Signs

a. Center identification wall signs are permitted in all commercial and employment Zoning Districts for centers containing two (2) or more buildings.

b. Center identification wall signs shall only be located on building frontages that are not designed for tenant occupancy, such as over breezeways.

c. Center identification wall signs shall contain the name of the building or shopping center only.

d. Each center identification wall sign shall be allowed twenty four (24) square feet of area or one (1) square foot of sign area for each linear foot of un-occupiable building frontage, whichever is greater.

e. The number and location of center identification wall signs shall be approved as part of the center's comprehensive sign plan.

10. Freestanding Variable Message Signs for Elementary Schools, Secondary Schools, and Colleges

Freestanding identification signs for the above uses shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance. In the event a school vacates a property, the variable message sign cannot be used by any subsequent user not authorized by this Ordinance to have a variable message sign and must be removed within ninety (90) days of the use vacating.

11. Variable Message Signs for Motion Picture and Performing Arts Theaters

a. In addition to the otherwise allowable wall signage for the district in which the theater is located, theaters shall be allowed one (1) variable message sign located on the wall or marquee of a theater building.

b. The sign shall not exceed seventy five (75) square feet or the maximum allowed wall sign area, whichever is less.

12. Freestanding Variable Message Signs for Places of Worship

Freestanding identification signs for places of worship shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance. In the event a place of worship vacates a property, the variable message sign cannot be used by any subsequent user not authorized by this Ordinance to have a variable message sign and must be removed within ninety (90) days of the use vacating.

13. Freestanding Variable Message Signs for Military Veteran and Fraternal Organization Halls

    Freestanding identification signs for military veteran and fraternal organization halls in the C-1, C-2, and C-3 districts shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance. In the event a military veteran or fraternal organization hall vacates a property, the variable message sign cannot be used by any subsequent user not authorized by this Ordinance to have a variable message sign and must be removed within ninety (90) days of the use vacating.

14. Freestanding Variable Message Signs for Municipal Uses

    Freestanding identification signs for municipal uses in all commercial and employment districts shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance.

15. Freestanding Variable Message Signs for Vehicle Fueling Stations

    a. Vehicle fueling stations on independent parcels within the C-2, C-3, and A-1 zoning districts may use up to twenty four (24) square feet of an allowed single tenant monument sign for a variable message fuel price sign.

    b. Vehicle fueling stations within the C-2, C-3, and A-1 districts that are part of a shopping center or other planned development where businesses are not permitted to have individual freestanding identification signs shall be allowed one (1) freestanding fuel price sign on each adjacent street frontage. The maximum sign area shall be sixteen (16) square feet and the maximum height shall be six (6) feet.

E. Permanent Off-Premise Signs

1. No permanent off-premise signs shall be permitted except those explicitly authorized by this subsection 913(E).

2. Community Kiosk Signs

a. Sign panels on City-approved kiosk structures may be permitted for the purpose of providing directional information to community facilities and attractions and residential developments including manufactured home parks and apartment developments within the first two (2) years after approval of the first building permit for the site.

b. Community kiosk signs shall not exceed twelve (12) feet in height and five (5) feet six (6) inches in width.

c. Community kiosk signs shall be located within the public right-of-way of a major collector or higher street classification. A right-of-way permit shall be required.

d. A community kiosk location plan shall be prepared showing the site of each kiosk and shall be submitted and approved by the Development Services Department prior to issuance of a sign permit.

e. A minimum of thirty (30) inches at the top of each kiosk sign shall be reserved for the placement of an approved City logo and a twenty four (24) inch clearance shall be provided on the bottom of each community kiosk.

f. Sign panels advertising residential developments shall not exceed eighteen (18) inches in height.

3. City Center Business District Signs

a. Within the City Center (CC) District, business district signs that advertise the name of a particular district and announce special district events shall be permitted.

b. Business district signs shall not serve as multi-tenant signs.

c. Along arterial and collector streets, business district signs may take the form of a wall mounted sign or freestanding sign. Along all pedestrian retail and local streets within the City Center, business district signs shall be wall mounted.

d. The maximum size, height, and design will be determined during the design review process.

4. Pedestrian Kiosk Signs

a. Within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts, or on the campus of any college or university, pedestrian kiosk signs may be permitted for the purpose of providing directional information to community facilities and attractions, buildings, and commercial businesses within the zoning district or campus within which the sign is located, and advertising official City meetings and special events.

b. A pedestrian kiosk sign location plan shall be prepared showing the location of each kiosk and shall be submitted and approved by the Development Services Department prior to issuance of a sign permit. Pedestrian kiosk signs may be located within the public right-of-way subject to approval by the Development Services Department.

c. Pedestrian kiosk signs shall be designed at a pedestrian scale. Specific dimensions of pedestrian kiosk signs shall be reviewed and approved by the Development Services Department to ensure this condition has been met.

d. The design of all pedestrian kiosk signs located within the OTAB Zoning District shall reflect a single architectural theme. Similarly, all pedestrian kiosk signs located within a college or university campus shall reflect a single architectural theme. Within the City Center, an architectural theme may be identified for each sub-district. For the sake of creating interest, variation amongst pedestrian kiosk signs within the selected architectural themes shall be encouraged.

e. Pedestrian kiosk signs may contain the following:

i. The name and logo of the City of Avondale and/or the district in which the sign is located (e.g. Old Town; City Center).

ii. A weather protected map of the campus, business district or sub-district identifying the locations of businesses, buildings, and public facilities within the district, sub-district, or campus, relative to the location of the kiosk. Maps and legends shall be updated and replaced every four (4) months to reflect business openings and closings.

iii. Space reserved for the advertising of official City meetings and City organized special events. Said space shall not be used as a bulletin board for want ads, classified ads, garage sale notices, or any other non-City organized event.

iv. Appurtenances (e.g. weather vanes) indicating the direction and distance of City facilities. Said appurtenances shall not be used to indicate the direction of any business.

f. Pedestrian kiosk signs shall not contain signage for any business, except for a listing of the business name and location on the map and legend referenced above.

F. Temporary Signs

1. Portable Religious Assembly Signs

a. Temporary identification and directional signs for religious assemblies are allowed in all zoning districts subject to obtaining a temporary sign permit. The permit will be valid for up to one (1) year.

b. The maximum sign area shall be eight (8) square feet and the maximum height shall be three (3) feet.

c. Portable religious assembly signs may be located offsite up to two thousand six hundred forty (2,640) feet from the edge of the lot or parcel upon which the assembly is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s).

d. Signs shall not be displayed more than twenty four (24) hours in advance of the first assembly and must be removed promptly after the last assembly each day.

2. Interim Business Identification Banners

a. Banners may be used for temporary business identification in the commercial and employment districts subject to obtaining a temporary sign permit. A sign permit for an interim business identification banner may only be approved upon the applicant demonstrating to City staff that substantial progress has been made toward manufacture and installation of the permanent sign.

b. The area of the banner shall not exceed the area permitted for the permanent wall sign.

c. The banner shall only be placed on the wall of the tenant space occupied by the business.

d. Interim business identification banners may be displayed only from the date a Certificate of Occupancy is issued until the date the permanent sign is installed subject to the following limitations.

i. The initial display period shall not exceed thirty (30) days, but may be extended by the Development Services Director or designee if the applicant demonstrates substantial progress toward installation of the permanent sign. All extension requests and approvals shall be in writing.

ii. The total display period shall not exceed ninety (90) days under any circumstances.

3. Grand Openings and Special Promotions

a. Temporary signs may be used to advertise grand openings and special promotions in all zoning districts subject to obtaining a sign permit. Grand openings and special promotion signs may include pennants, banners, flags, inflatable structures, search lights, character or product likenesses, attention attracting media and devices and other non-merchandise displays.

b. Commercial/Employment Developments

i. Grand opening signs are allowed for a maximum of thirty (30) consecutive days when a new business opens, the business name changes or there is a change in business ownership. There shall be a minimum of one hundred eighty (180) days between displays.

ii. Temporary signs may be used to advertise special promotions for a maximum of ten (10) consecutive days no more than three (3) times each calendar year. There shall be a minimum of thirty (30) days between each display.

iii. Lighter than air balloons shall not exceed twice the allowed building height or one hundred (100) feet, whichever is less.

c. Residential Developments

i. Through December 16, 2014, temporary signs may be used to advertise the grand opening of a model home complex, apartment complex, or residential condominium development or the conversion of an apartment complex to condominiums, for a maximum period of forty five (45) days. Beginning on December 17, 2014, permits issued for residential grand opening signs shall be for a maximum period of thirty (30) consecutive days.

ii. Through December 16, 2014, temporary signs may be used to advertise special promotions, such as rent specials, for a maximum of forty five (45) consecutive days no more than four (4) times each calendar year; there shall be a minimum of forty five (45) days between each display. Beginning on December 17, 2014, permits issued for residential special promotions signs shall be for a maximum period of thirty (30) consecutive days no more than three (3) times per calendar year, with a minimum period of thirty (30) days between each display.

iii. Lighter than air balloons shall not exceed twice the allowed building height or one hundred (100) feet whichever is less.

4. Business Identification A-Frame Signs

a. A-Frame signs may be used for onsite business identification and advertising in the R-O, C-O, C-1, C-2, C-3, CP, Cashion, and A-1 Zoning Districts subject to obtaining a sign permit. The sign permit shall be valid for a period of one (1) year, but may be renewed annually subject to City review and approval.

b. A-Frame signs shall not exceed two (2) feet in width and three (3) feet in height.

c. One A-Frame sign shall be allowed for each business with a gross floor area of less than ten thousand (10,000) square feet. In no instance shall a business be allowed more than one (1) A-Frame sign.

d. A-Frame signs shall not be located:

   i. On a public street or public sidewalk.

   ii. Closer than thirty (30) feet to the edge of an access drive or street intersection right-of-way.

   iii. In raised, painted or landscaped medians.

   iv. Across a public street from the business in which it advertises.

   v. In parking spaces, driveways or drive aisles.

   vi. Where there is less than four (4) feet of clearance for pedestrian passage or at any other location that would pose a potential hazard to pedestrian traffic.

   vii. On top of any vehicle, structure, screen wall, boulder, or landscaping other than turf or decomposed granite.

e. A-Frame signs may be located within the public right-of-way, however said signs must be placed at least one (1) foot behind the sidewalk when adjacent to a public street. If no sidewalk exists, the sign shall be placed at least five (5) feet behind the back of curb line. If no sidewalk or curb exists, then the sign shall be placed at least five (5) feet behind the edge of pavement.

f. Businesses in a shopping center or other multi-tenant complex may place an A-Frame sign adjacent to the business, at the perimeter of the site, or in a landscaped common area unless otherwise prohibited by this Ordinance.

g. The minimum separation between A-Frame signs shall be twenty (20) feet.

h. A-Frame signs must adhere to the following construction standards:

i. Signs shall be constructed of not less than one-half (1/2) inch thick, high density, exterior grade material with sufficient weight to withstand wind gusts and weather.

ii. Signs shall have a protective water resistant coating that is impervious to weather.

iii. Signs shall be maintained in a professional manner so as to be free of chipping paint, cracks, gouges, loss of letters and fading.

i. The sign shall be displayed only from sunrise to sunset during hours when the business is open to the public.

5. Way-Finding Signs

a. Way-finding signs may be used for business identification and advertising in the CC and OTAB Zoning Districts subject to obtaining a sign permit. The sign permit shall be valid for a period of one (1) year, but may be renewed annually subject to City review and approval. One (1) sign is allowed per business, unless otherwise noted in this Section.

b. Way-finding signs shall be a maximum of eight (8) square feet in area, five (5) feet in height, and shall not exceed two (2) feet in width.

c. Way-finding signs shall have a substantial base and utilize a design and colors that complement a business' permanent signage. Way-finding signs shall not be A-Frame type signs.

d. Way-finding signs shall be subject to the following locational restrictions:

i. Way-finding signs may be located within the public right-of-way but shall not be affixed or otherwise attached to objects including but not limited to light poles, trees, traffic signals, benches, street signs, fencing, or bike racks

ii. Way-finding signs located on sidewalks must be situated to allow for a minimum six (6) foot wide clear pedestrian pathway to and from all building entrances and exits.

iii. Signs for individual ground floor businesses shall be located within three (3) feet of the building frontage and within ten (10) feet of the business entry. Businesses above the ground floor shall locate signs within ten (10) feet of a stairway or elevator entrance.

iv. Signs for courtyard entries shall be limited to one (1) sign for all businesses located in the courtyard which utilize the same common entry. Multiple businesses may collocate signage on the same sign

structure. Signs shall be located within ten (10) feet of the courtyard entrance.

v. The minimum separation between Way-finding signs shall be twenty (20) feet.

G. Future Development Signs

1. Future development signs are allowed on undeveloped parcels in all zoning districts subject to obtaining a sign permit. One (1) sign shall be allowed per development on each street frontage. The sign must pertain to the property on which it is located.

2. A sign permit for a future development sign shall not be issued prior to site plan approval or preliminary plat approval.

3. On parcels less than one (1) acre, the sign shall have a maximum area of six (6) square feet and a maximum height of five (5) feet. On parcels one (1) acre or larger, the sign shall have a maximum area of thirty two (32) square feet and a maximum height of eight (8) feet.

4. The sign shall be removed if building permits have not been issued within one (1) year from the date the sign permit is issued.

5. The sign shall be removed prior to or concurrent with the placement of a construction sign on the site.

H. Residential Subdivision Signs

1. Temporary subdivision identification signs are allowed in all single family residential zoning districts subject to obtaining a sign permit. One (1) sign shall be allowed at each arterial entry to the subdivision. The sign must pertain only to the subdivision in which it is located.

2. A sign permit shall not be issued prior to the issuance of construction permits for homes within the subdivision.

3. The maximum sign area shall be forty eight (48) square feet and the maximum height shall be twelve (12) feet.

4. The edges of the sign shall be boxed.

5. All signs shall be removed when the models for the subdivision close or when ninety five (95) percent of the lots have been sold if there are no models.

I. Model Home Signs

1. Model home signs are permitted in all residential districts subject to obtaining a sign permit. One (1) sign shall be allowed at each model home complex within the subdivision.

2. A sign permit shall not be issued prior to the issuance of building permits for the model homes.
3. The maximum sign area shall be forty eight (48) square feet and the maximum height shall be twelve (12) feet.

4. The edges of the sign shall be boxed.

5. The sign shall be removed when the model home complex closes.

J. Model Home Pennants

1. Model home pennants are permitted in all residential districts subject to obtaining a sign permit. A maximum of ten (10) pennants shall be allowed per model home complex.

2. The maximum pennant size shall be six (6) square feet and the maximum height at which they are flown shall be twenty (20) feet.

3. The minimum spacing between poles shall be ten (10) feet.

4. Pennants shall be removed when the model home sales office closes.

K. Neighborhood and Community Event Signs

1. Neighborhood and community event signs are permitted in all zoning districts subject to obtaining a sign permit. The permit will be valid for up to one (1) year for regularly recurring neighborhood events (i.e. HOA Meetings).

2. Neighborhood and community event signs may be located offsite up to two thousand six hundred forty (2,640) feet from the edge of the lot upon which the event is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s).

3. The maximum sign area shall be eight (8) square feet and the maximum height shall be (3) feet. The number of onsite and offsite signs for each event shall be determined at the time of sign permit approval.

4. Signs shall not be displayed more than seventy two (72) hours prior to the event.

5. All signs must be removed within twenty four (24) hours after the event.

L. Signage for Approved Seasonal Sales Uses

1. Onsite Identification Signs

a. Identification signs for seasonal sales uses approved in accordance with Section 7 of this Ordinance are allowed in all zoning districts subject to obtaining a sign permit. One (1) onsite sign shall be allowed per street frontage.

b. For parcels less than one (1) acre located in residential districts, the maximum sign area shall be sixteen (16) square feet and the maximum height shall be five (5) feet. For residential parcels one (1) acre or larger and for all parcels within commercial or employment districts, the maximum sign area shall be thirty two (32) square feet and the maximum height shall be eight (8) feet.

c. Signs shall not be displayed more than seventy two (72) hours prior to the start of the seasonal sales use.

d. All signs must be removed promptly at the end of the seasonal sales use.

2. Traffic Directional Signs

a. On-site traffic directional signs for seasonal sales uses approved in accordance with Section 7 of this Ordinance are allowed in all zoning districts subject to obtaining a sign permit. The maximum area of each onsite sign shall be eight (8) square feet and the maximum height shall be three (3) feet.

b. Off-site traffic directional signs for seasonal sales uses approved in accordance with Section 7 of this Ordinance are allowed when specifically required by the City. The type, location, and size of offsite directional signs shall be determined during the seasonal sales permit approval process. Permission from applicable property owners is required for all off-site signs. Off-site traffic directional signs shall only be displayed when the seasonal sales use is open to the public unless otherwise authorized during the seasonal sales approval process.

M. Street Banners

1. Street banners are permitted in all zoning districts subject to obtaining a right-of-way permit.

2. Street banners shall require the approval of the City's Public Information Officer and the City Engineer.

3. All banners must further the interests of the community.

4. Street banners shall only be hung from approved street light poles or other structures on brackets that meet City engineering standards.

914 Sign Permitting

A. General

1. No sign shall hereafter be erected, re-erected, constructed or altered except as provided by this Section 9. Where sign permits are required, a separate permit shall be requested for a sign or signs for each business entity, and/or separate permit shall be required for each group of signs on a single supporting structure. Where signs are illuminated electrically, a separate electrical permit shall be obtained as required by the City's adopted electrical code.

2. Nothing contained herein shall prevent the erection, construction, and maintenance of official traffic, fire and police signs, signals, devices, and markings of the State of Arizona and the City of Avondale, or other public authorities, or the posting of notices required by law.

B. Permit Application and Expiration

1. Except as otherwise noted in this Section 9, it shall be unlawful for any persons to erect, alter, construct, or relocate any sign within the City without first obtaining a permit. In addition, electrical permits are required for electrical signs.

2. A sign permit application shall be submitted to the Development Services Department. The application shall contain the location by street and number of the proposed sign, as well as the name, address and signature of the property owner, business owner and sign contractor. Three (3) copies of plans and specifications shall be submitted with the application for each sign; one (1) copy being returned to the applicant at the time the permit is issued. All plans shall show complete details, to include size, materials, colors, method of support or attachment, name and address of the persons or firm designing said sign, and a plot plan showing location of sign on the premises.

3. Prior to acceptance of any Sign Permit application, the City shall collect a plan review fee in accordance with a Development Services Department fee schedule established by the City Council.

4. Prior to issuance of any Sign Permit required by this Section 9, the City shall collect permit fees in accordance with a Development Services fee schedule established by the City Council.

5. If work for which a permit is required by this Section 9 is started before a permit has been issued, the fees shall be doubled. The payment of such double fee shall

not relieve any persons from in the execution of the work or from any penalties prescribed herein.

6. If installation of a sign has not commenced under any permit issued under the provision of this Section within one hundred eighty (180) days from the date of such permit, or upon completion of building, such permit shall become null and void.

7. All signs for which a permit is required shall be subject to the following inspections:

   a. Footing inspection on all freestanding signs exceeding six (6) feet in height.
   b. Inspection of all braces, anchors, supports, and connections, including wall signs.

   c. All signs containing electrical wiring shall be subject to the City's adopted electrical code; all electrical components shall bear the label of an approved testing agency.

   d. Site inspection to ensure that the sign has been constructed according to approved application and a valid sign permit.

8. All temporary signs requiring permits shall be marked with a City-issued sticker denoting the permit number and expiration date.

9. Each sign shall be maintained in good order and repair at all times so that it constitutes no danger or hazard to public safety.

SECTION 10 SEXUALLY ORIENTED BUSINESSES

Ordinance 856-02

1001 Purpose

It is the purpose of this Section 10 to regulate sexually oriented businesses in order to promote the health, safety, morals and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of sexually oriented businesses within the City. The provisions of this Section 10 have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this Section 10 to restrict or deny access by adults to sexually oriented materials protected by the First Amendment to the United States Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this Section 10 to condone or legitimize the distribution of obscene material.

1002 Findings

Based on evidence concerning the adverse secondary effects of adult uses on the community presented in hearings and in reports made available to the City Council, and on findings incorporated in the cases of *City of Renton v. Playtime Theatres, Inc., 475 U.S. 41 (1986), Young v. American Mini Theatres*, 426 U.S. 50 (1976), and *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991), and on studies in other communities including, but not limited to, Phoenix, Arizona; Minneapolis, Minnesota; Houston, Texas; Indianapolis, Indiana; Amarillo, Texas; Garden Grove, California; Los Angeles, California; Whittier, California; Austin, Texas; Seattle, Washington; Oklahoma City, Oklahoma; Cleveland, Ohio; and Beaumont, Texas; and also on findings from the Report of the Attorney General's Working Group On The Regulation Of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota), the City Council finds:

A. Sexually oriented businesses lend themselves to ancillary unlawful and unhealthy activities that are typically uncontrolled by the operators of the establishments. Further, there is presently no mechanism in the City to make the owners of these establishments responsible for the activities that occur on their premises.

B. Certain employees of sexually oriented businesses defined in this Ordinance as adult theatres and cabarets engage in higher incidence of certain types of illicit sexual behavior than employees of other establishments.

C. Sexual acts occur at sexually oriented businesses, especially those which provide private or semi-private booths or cubicles for viewing films, videos or live sex shows.

D. Offering and providing such space encourages such activities, which creates unhealthy conditions.

E. Persons frequent certain adult theatres, adult arcades and other sexually oriented businesses for the purpose of engaging in sex within the premises of such sexually oriented businesses.

F. At least 50 communicable diseases may be spread by activities occurring in sexually oriented businesses, including, but not limited to, syphilis, gonorrhea, human immunodeficiency virus infection (HIV-AIDS), genital herpes, hepatitis B, Non A, Non B amebiasis, salmonella infections and shigella infections.

G. Since 1981 and to the present, there has been an increasing cumulative number of reported cases of AIDS caused by the human immunodeficiency virus (HIV) in the United States and in Arizona.

H. According to the Arizona Department of Health Services as of 1999 there have been 5,786 reported cases of AIDS in the State of Arizona.

I. The number of cases of gonorrhea in the United States reported annually remains at a high level, with over one-third of a million cases being reported in 1999.

J. The surgeon general of the United States, in a report of October 22, 1986, advised the American public that AIDS and HIV infection may be transmitted through sexual contact, intravenous drug abuse, exposure to infected blood and blood components, and from an infected mother to her newborn.

K. According to the best scientific evidence, AIDS and HIV infection, as well as syphilis and gonorrhea, are principally transmitted by sexual acts. According to the Surgeon General's Call to Action to Promote Sexual Health and Responsible Sexual Behavior, dated July 9, 2001, nearly two-thirds of the 774,467 AIDS cases reported since 1987 were sexually transmitted.

L. Sanitary conditions in some sexually oriented businesses are unhealthy, in part, because the activities conducted there are unhealthy and, in part, because of the unregulated nature of the activities and the failure of the owners and the operators of the facilities to self-regulate those activities and maintain those facilities.

M. Numerous studies and reports have determined that semen is found in the areas of sexually oriented businesses where persons view "adult" oriented films.

N. The findings noted in paragraphs A through M above raise substantial governmental concerns.

O. Sexually oriented businesses have operational characteristics which should be reasonably regulated in order to protect those substantial governmental concerns.

P. A reasonable licensing procedure is an appropriate mechanism to place the burden of that reasonable regulation on the owners and the operators of the sexually oriented businesses. Further, such a licensing procedure will place a heretofore nonexistent incentive on the operators to see that the sexually oriented business is run in a manner consistent with the health, safety and welfare of its patrons and employees, as well as the citizens of the City. It is appropriate to require reasonable assurances that the licensee is the actual operator of the sexually oriented business, fully in possession and control of the premises and activities occurring therein.

Q. Removal of doors on adult booths and requiring sufficient lighting on premises with adult booths advances a substantial governmental interest in curbing the illegal and unsanitary sexual activity occurring in adult theatres.

R. Requiring licensees of sexually oriented businesses to keep information regarding current employees and certain past employees will help reduce the incidence of certain types of criminal behavior by facilitating the identification of potential witnesses or suspects and by preventing minors from working in such establishments.

S. The disclosure of certain information by those persons ultimately responsible for the day-to-day operation and maintenance of the sexually oriented business, where such information is substantially related to the significant governmental interest in the operation of such uses, will aid in preventing the spread of sexually transmitted diseases.

T. It is desirable in the prevention of the spread of communicable diseases to obtain a limited amount of information regarding certain employees who may engage in the conduct which this Section 10 is designed to prevent or who are likely to be witnesses to such activity.

U. The fact that an applicant for a sexually oriented business operator or employee license has been convicted of a sexually related crime leads to the rational assumption that the applicant may engage in that conduct in contravention of this Section 10.

V. The general welfare, health, morals and safety of the citizens of the City will be promoted by the enactment of this Section 10.

1003 Classification

Sexually oriented businesses are classified as follows:

A. Adult arcades;
B. Adult bookstores, adult novelty stores, or adult video stores;
C. Adult cabarets;
D. Adult motels;
E. Adult motion picture theaters;
F. Adult theaters;
G. Escort agencies;
H. Nude model studios; and
I. Sexual encounter centers.

1004 License Required

A. It is unlawful:

1. For any person to operate a sexually oriented business without a valid sexually oriented business license issued by the City pursuant to this Ordinance;

2. For any person who operates a sexually oriented business to employ a person to work for the sexually oriented business who is not licensed as a sexually oriented business employee by the City pursuant to this Ordinance; or

3. For any person to obtain employment with a sexually oriented business without having secured a sexually oriented business employee license pursuant to this Ordinance.

B. An application for a license must be made on a form provided by the City.

C. All applicants must be qualified according to the provisions of this Ordinance. The application may request and the applicant shall provide such information (including fingerprints) as to enable the City to determine whether the applicant meets the qualifications established in this Ordinance.

D. If a person who wishes to operate a sexually oriented business is an individual, the person must sign the application for a license as applicant. If a person who wishes to operate a sexually oriented business is other than an individual, each individual who has a twenty (20) percent or greater interest in the business must sign the application for a license as applicant. Each applicant must be qualified as set forth below and each applicant shall be considered a licensee if a license is granted.

E. The completed application for a sexually oriented business license shall contain the information and shall be accompanied by the documents set forth in subsections 1-13 below. For individual applicants the information and documents shall relate to the individual. For applicants other than individuals, the information and documents shall relate to each person controlling a twenty (20) percent or greater interest in the applicant entity.

1. If the applicant is:

a. An individual, the individual shall (i) state his/her legal name and any aliases and (ii) submit proof that he/she is at least eighteen (18) years of age;

b. A partnership, the partnership, through its duly authorized representative, shall (i) state its complete name, and the names of all partners, (ii) indicate whether the partnership is general or limited and (iii) submit a copy of the partnership agreement, if any;

c. A corporation or other entity, the corporation or other entity, through its duly authorized representative, shall (i) state its complete name, (ii) provide the date of its incorporation or organization, as applicable, (iii) provide evidence that the corporation or entity is in good standing under the laws of its state of incorporation or organization, as applicable and (iv) provide the names and capacity of all officers, directors and principal stockholders and the name of the registered corporate agent and the address of the registered office for service of process.

2. If the applicant intends to operate the sexually oriented business under a name other than that of the applicant; he, she or it must (i) state the sexually oriented business's fictitious name and (ii) submit the required registration documents;

3. Whether the applicant, the applicant's officers or employees (if applicable) or a person residing with the applicant has been convicted of a specified criminal activity as defined in this Ordinance and, if so, the specified criminal activity involved and the date, place and jurisdiction of each such occurrence;

4. Whether the applicant, the applicant's officers or employees (if applicable) or a person residing with the applicant has had a previous license under this Ordinance or other similar sexually oriented business ordinances from another city or county denied, suspended or revoked, including the name and location of the sexually oriented business for which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation, and whether the applicant, the applicant's officers or employees (if applicable) or a person residing with the applicant has been a partner in a partnership or an officer, director or principal stockholder of a corporation that is licensed under this Ordinance whose license has previously been denied, suspended or revoked, including the name and location of the sexually oriented business for which the permit was denied, suspended or revoked as well as the date of denial, suspension or revocation;

5. Whether the applicant, the applicant's officers or employees (if applicable) or a person residing with the applicant holds any other licenses under this Ordinance or other similar sexually oriented business ordinance from another city or county and, if so, the names and locations of such other licensed businesses;

6. The single classification of license for which the applicant is filing;

7. The location of the proposed sexually oriented business, including a legal description of the property, street address and telephone number(s), if any;

8. The applicant's mailing address and residential address;

9. A recent photograph of the applicant(s);

10. The applicant's driver's license number, Social Security number and/or his/her state or federally issued tax identification number;

11. A sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six (6) inches;

12. A current certificate and straight-line drawing prepared within thirty (30) days prior to application by a registered land surveyor depicting:

a. The property lines and the structures thereon for the location proposed for the sexually oriented business.

b. All of the following uses existing or established within one thousand (1,000) feet of the proposed sexually oriented business: (i) a church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities, (ii) a public or private educational facility including, but not limited to child day care facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, and universities; school includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school, (iii) a boundary of a residential district as defined in this Ordinance, (iv) a public park or recreational area which has been designated for park or recreational activities including, but not limited to, a park, playground, nature trail, swimming pool, reservoir, athletic field, basketball or tennis court, pedestrian/bicycle path, wilderness area, or other similar public land within the City which is under the control, operation or management of the City or other governmental entity, (v) the property line of a lot devoted to a residential use as defined in this Ordinance, (vi) an entertainment business which is oriented primarily towards children or family entertainment or (vii) a licensed premises, licensed pursuant to the alcoholic beverage control regulations of the State.

For the purposes of this Section, a use shall be considered existing or established if it is in existence at the time an application is submitted.

13. If an applicant wishes to operate a sexually oriented business, other than an adult motel, which shall exhibit on the premises, in a viewing room or booth of less than one hundred fifty (150) square feet of floor space, films, video cassettes, other video reproductions, or live entertainment which depict specified sexual activities or specified anatomical areas, then the applicant shall, in addition to the requirements of this Section 1004, comply with the application requirements set forth in Section 1014.

F. Before any applicant may be issued a sexually oriented business employee license, the applicant shall submit, on a form to be provided by the City, the following information:

1. The applicant's name or any other name (including "stage" names) or aliases used by the individual;

2. Age, date and place of birth;

3. Height, weight, hair and eye color;

4. Present residence address and telephone number;

5. Present business address and telephone number;

6. Date, issuing state and number of driver's license or other identification card information;

7. Social Security number; and

8. Conclusive proof that the individual is at least eighteen (18) years of age.

G. Attached to the application form for a sexually oriented business employee license as provided above, shall be the following:

1. Two, color photographs of the applicant, measuring 2"x2", clearly showing the applicant's face, in addition to the applicant's fingerprints on a form provided by the Avondale Police Department. Any fees for the photographs and fingerprints shall be paid by the applicant;

2. A statement detailing the license history of the applicant for the five-year period immediately preceding the date of filing of the application, including whether such applicant previously operated or is seeking to operate, in this or any other county, city, state or country has ever had a license, permit, or authorization to do business denied, revoked, or suspended, or had any professional or vocational license or permit denied, revoked or suspended. In the event of any such denial, revocation or suspension, state the name, the name of the issuing or denying jurisdiction, and describe in full the reason for the denial, revocation, or suspension. A copy of any order of denial, revocation, or suspension shall be attached to the application; or

3. A statement whether the applicant has been convicted of a specified criminal activity as defined in this Ordinance and, if so, the specified criminal activity involved, the date, place and jurisdiction of each.

1005 Issuance of License

A. Upon the filing of said application for a sexually oriented business employee license, the City shall issue a temporary license to said applicant. The application shall then be referred to the appropriate City departments for an investigation to be made on such information as is contained on the application. The application process shall be completed within thirty (30) days from the date the completed application is filed. After the investigation, the City shall issue a license, unless it is determined by a preponderance of the evidence that one (1) or more of the following findings is true:

1. The applicant has failed to provide information reasonable necessary for issuance of the license or has falsely answered a question or request for information on the application form;

2. The applicant is under the age of eighteen (18) years;

3. The applicant has been convicted of "specified criminal activity" as defined in this Ordinance;

4. The sexually oriented business employee license is to be used for employment in a business prohibited by local or state law, statute, rule or regulation, or prohibited by a particular provision of this Ordinance; or

5. The applicant has had a sexually oriented business employee license revoked by the City within two (2) years of the date of the current application. If the sexually oriented business employee license is denied, the temporary license previously issued is immediately deemed null and void. Denial, suspension, or revocation of a license issued pursuant to this subsection shall be subject to appeal as set forth in Section 1010 below.

B. A license granted pursuant to this Section shall be subject to annual renewal on September 30 each year. Renewal shall be conditioned upon the written application of the applicant and a finding by the City that the applicant has not been convicted of any specified criminal activity or committed any act during the term of the previous license which would have been grounds to deny the initial license application. The renewal of the license shall be subject to the payment of the fee as set forth in Section 1006 below.

C. Within thirty (30) days after receipt of a completed sexually oriented business application, the City shall approve or deny the issuance of a license to an applicant. The City shall approve the issuance of a license to an applicant unless it is determined by a preponderance of the evidence that one (1) or more of the following findings is true (i) with respect to the individual applicant or (ii) if the applicant is an entity other than an individual, with respect to any person controlling a twenty (20) percent or greater interest in the applicant entity:

1. An applicant is under eighteen (18) years of age;

2. An applicant or a person with whom applicant is residing is overdue in payment to the City of taxes, fees, fines or penalties assessed against or imposed upon him/her in relation to any business;

3. An applicant has failed to provide information reasonably necessary for issuance of the license or has falsely answered a question or request for information on the application form;

4. An applicant or a person with whom the applicant is residing has been denied a license by the City to operate a sexually oriented business within the preceding twelve (12) months or whose license to operate a sexually oriented business has been revoked within the preceding twelve (12) months;

5. An applicant or a person with whom the applicant is residing has been convicted of specified criminal activity, as defined in this Ordinance;

6. The premises to be used for the sexually oriented business have not been approved by the Maricopa County Department of Environmental Services, the Avondale Fire Department and the Avondale Development Services Department as being in compliance with applicable laws and ordinances;

7. The license fee required by this Section 10 has not been paid; or

8. An applicant of the proposed establishment is in violation of or is not in compliance with any of the provisions of this Ordinance.

D. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, the address of the sexually oriented business and the classification for which the license is issued pursuant to Section 1003 above. All licenses shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that they may be easily read at any time.

E. The Maricopa County Department of Environmental Services, the Avondale Fire Department and the Avondale Development Services Department shall complete their certification that the premises are in compliance or not in compliance within twenty (20) days of receipt of the application by the City.

F. A sexually oriented business license shall not be issued to an applicant for more than one (1) classification as found in Section 1003 above.

1006 Fees

A. Every application for a sexually oriented business license (whether for a new license or for renewal of an existing license) shall be accompanied by a non-refundable application and investigation fee in the amount set forth on the schedule of fees adopted by the City Council.

B. In addition to the application and investigation fee required above, every sexually oriented business that is granted a license (new or renewal) shall pay to the City an annual non-refundable license fee in the amount set forth on the schedule of fees adopted by the City Council. The license fee shall be paid at the time of issuance of a new license and not less than thirty (30) days prior to expiration of a current license in the case of an application for a renewal license.

C. Every application for a sexually oriented business employee license (whether for a new license or for renewal of an existing license) shall be accompanied by an annual non-refundable application, investigation and license fee in the amount set forth on the schedule of fees adopted by the Council.

D. All license fees shall be submitted to the City Financial Services Department. The completed application, including a receipt showing payment of the required fee, shall be submitted to the City Clerk.

1007 Inspection

A. An applicant or licensee shall permit representatives of the Avondale Police Department, Maricopa County Health Department, Avondale Fire Department, Avondale Development

Services Department or other City departments or agencies to inspect the premises of a sexually oriented business at any time it is occupied or open for business for the purpose of ensuring compliance with the law.

B. A person who operates a sexually oriented business or his agent or employee commits a misdemeanor if he refuses to permit such lawful inspection of the premises at any time it is open for business.

1008 Expiration of License

A. Each license shall expire on September 30 of each year and may be renewed only by making an application as provided in Section 1004 above. Application for renewal shall be made not less than 30 days before the expiration date. If an application for renewal is made less than thirty (30) days before the expiration date, the expiration date of the license will not be affected and the applicant shall not operate under the terms of the license during any period of time between the expiration of the license and the issuance of a renewal.

B. When the City denies renewal of a license, the applicant shall not be issued a license for one (1) year from the date of denial. If, subsequent to denial, the City finds that the basis for denial of the renewal license has been corrected or abated, the applicant may be granted a license if at least ninety (90) days have elapsed since the date the denial became final.

1009 Suspension

The City shall suspend a license for a period not to exceed thirty (30) days if it determines that a licensee or an employee of a licensee has:

1. Violated or is not in compliance with any Section of this Ordinance; or

2. Refused to allow an inspection of the sexually oriented business premises as authorized by this Section 1007.

1010 Revocation

A. The City shall revoke a license if a cause for suspension in Section 1009 occurs during the 12-month period after the same license has been suspended.

B. The City shall revoke a license if it determines that:

1. A licensee gave false or misleading information in the material submitted during the application process;

2. A licensee has knowingly allowed possession, use or sale of controlled substances on the sexually oriented business premises;

3. A licensee has knowingly allowed prostitution on the sexually oriented business premises;

4. A licensee knowingly operated the sexually oriented business or worked as an employee at a sexually oriented business during a period of time when the licensee's license was suspended or expired;

5. Except in the case of an adult motel, a licensee has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation or other sex act to occur in or on the sexually oriented business premises; or

6. A licensee is delinquent in payment to the City, County, or State for any taxes or fees past due.

C. When the City revokes a license, the revocation shall continue for not less than one (1) year, and the licensee shall not be issued a sexually oriented business license for one (1) year from the date the revocation became effective. If, subsequent to revocation, the City finds that the basis for the revocation has been corrected or abated, the applicant may be granted a license if at least ninety (90) days have elapsed since the date the revocation became effective.

D. After denial of an application, denial of a renewal of an application or suspension or revocation of any license, the applicant or licensee may seek prompt judicial review of such administrative action in any court of competent jurisdiction.

1011 Transfer of License

A licensee shall not transfer a license to another, nor shall a licensee operate a sexually oriented business under the authority of a license at any place other than the address designated in the application.

1012 Location of Sexually Oriented Businesses

A. A person commits a class 1 misdemeanor if that person operates or causes to be operated a sexually oriented business in any zoning district other than the General Industrial (A-1) District, as defined and described in Section 4 of this Ordinance.

B. A person commits a class 1 misdemeanor if the person operates or causes to be operated a sexually oriented business within one thousand (1,000) feet of:

1. A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities;

2. A public or private educational facility including, but not limited to, child day care facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, and universities; school includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school;

3. A boundary of a residential district as defined in this Ordinance;

4. A public park or recreational area which has been designated for park or recreational activities including, but not limited to, a park, playground, nature trail, swimming pool, reservoir, athletic field, basketball or tennis court, pedestrian/bicycle path, wilderness area, or other similar public land within the City which is under the control, operation or management of the City or other governmental entity;

5. The property line of a lot devoted to a residential use as defined in this Ordinance;

6. An entertainment business which is oriented primarily towards children or family entertainment; or

7. A licensed premises, licensed pursuant to the alcoholic beverage control regulations of the State.

C. A person commits a class 1 misdemeanor if that person causes or permits the operation, establishment, substantial enlargement or transfer of ownership or control of a sexually oriented business within one thousand (1,000) feet of another sexually oriented business.

D. A person commits a class 1 misdemeanor if that person causes or permits the operation, establishment, or maintenance of more than one (1) sexually oriented business in the same building, structure, or portion thereof, or the increase of floor area of any sexually oriented business in any building, structure or portion thereof containing another sexually oriented business.

E. For the purpose of subsection 1012 (B) above, measurement shall be made in a straight line, without regard to the intervening structures or objects, from the nearest portion of the building or structure used as the part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a use listed in subsection 1012 (B). Presence of a city, county or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this subsection.

F. For purposes of subsection 1012 (C) above, the distance between any two (2) sexually oriented businesses shall be measured in a straight line, without regard to the intervening structures or objects or political boundaries, from the closest exterior wall of the structure in which each business is located.

G. Any sexually oriented business lawfully operating on the effective date of this Section 10 that is in violation of subsections 1012 (A) through (F) above shall be deemed a legal nonconforming use. The legal nonconforming use will be permitted to continue for a period not to exceed one (1) year, unless sooner terminated for any reason or voluntarily discontinued for a period of thirty (30) days or more. Such legal nonconforming uses shall not be increased, enlarged, extended, or altered except that the use may be changed to a conforming use. If two (2) or more sexually oriented businesses are within one thousand (1,000) feet of one another and otherwise in a permissible location, the sexually oriented business which was first established and continually legally operating at a particular location

is the conforming use and the later established business(es) is/are nonconforming and subject to subsection 1012 (G) above.

H. A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business license, of a use listed in subsection 1012 (B) above within one thousand (1,000) feet of the sexually oriented business. This provision applies only to the renewal of a valid license, and does not apply when an application for a license is submitted after a license has expired or been revoked.

1013 Additional Regulations for Adult Motels

A. Evidence that a sleeping room in a hotel, motel, or a similar commercial establishment has been rented and vacated two (2) or more times in a period of time that is less than ten (10) hours creates a rebuttable presumption that the establishment is an adult motel as that term is defined in this Ordinance.

B. A person commits a class 1 misdemeanor if, as the person in control of a sleeping room in a hotel, motel or similar commercial establishment that does not have a sexually oriented license, he/she rents or subrents a sleeping room to a person and, within ten (10) hours from the time the room is rented, he/she rents or subrents the same sleeping room again.

C. For purposes of subsection 1013 (B) above, the terms "rent" or "subrent" mean the act of permitting a room to be occupied for any form of consideration.

1014 Regulations Pertaining to Exhibition of Sexually Explicit Films, Videos or Live Entertainment in Viewing Rooms

A. A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty (150) square feet of floor space, a film, video cassette, live entertainment or other video reproduction which depicts specified sexual activities or specified anatomical areas, shall comply with the following requirements:

1. Upon application for a sexually oriented business license, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one (1) or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed thirty two (32) square feet of floor area. The diagram shall also designate the place at which the permit will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six (6) inches. The City may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and

certifies that the configuration of the premises has not been altered since it was prepared;

2. The application shall be sworn to be true and correct by the applicant;

3. No alteration in the configuration or location of a manager's station may be made without the prior approval of the City;

4. It is the duty of the licensee of the premises to ensure that at least one (1) licensed employee is on duty and situated in each manager's station at all times that any patron is present inside the premises;

5. The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has two (2) or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one (1) of the manager's stations. The view required in this subsection must be by direct line of sight from the manager's station;

6. It shall be the duty of the licensee to ensure that the view area specified in subsection 1014 (A)(5) above remains unobstructed by any doors, curtains, partitions, walls, merchandise, display racks or other materials and, at all times, to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted in the application filed pursuant to subsection 1014(A)(1) above;

7. No viewing room may be occupied by more than one (1) person at any time;

8. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than five (5) foot-candles as measured at the floor level;

9. It shall be the duty of the licensee to ensure that the illumination described above is maintained at all times that any patron is present in the premises;

10. No licensee shall allow openings of any kind to exist between viewing rooms or booths;

11. No person shall make or attempt to make an opening of any kind between viewing booths or rooms;

12. The licensee shall, during each business day, regularly inspect the walls between the viewing booths to determine if any openings or holes exist;

13. The licensee shall cause all floor coverings in viewing booths to be nonporous, easily cleanable surfaces, with no rugs or carpeting; or

14. The licensee shall cause all wall surfaces and ceiling surfaces in viewing booths to be constructed of, or permanently covered by, nonporous, easily cleanable material. No wood, plywood, composition board or other porous material shall be used within forty eight (48) inches of the floor.

B. A person having a duty under subsection 1014 (A)(1) through (14) above commits a class 1 misdemeanor if he/she/it knowingly fails to fulfill that duty.

1015 Additional Regulations for Escort Agencies

A. An escort agency shall not employ any person under the age of eighteen (18) years.

B. A person commits a class 1 misdemeanor if (1) the person is under the age of eighteen (18) and acts as an escort or agrees to act as an escort, (2) the person is eighteen (18) years or older and acts as an escort or agrees to act as an escort for any person under the age of eighteen (18) years or (3) it is the license holder for an escort agency that employs a person under the age of eighteen (18) as an escort.

1016 Additional Regulations for Nude Model Studios

A. A nude model studio shall not employ any person under the age of eighteen (18) years. The license holder of a nude model studio commits a class 1 misdemeanor if the nude model studio employs a person under eighteen (18) years of age.

B. A person under the age of eighteen (18) years commits a class 1 misdemeanor if the person appears semi-nude or in a state of nudity in or on the premises of a nude model studio. It is a defense to prosecution under this subsection if the person under eighteen (18) years was in a restroom not open to public view or visible to any other person.

C. A person commits a class 1 misdemeanor if the person appears in a state of nudity, or knowingly allows another to appear in a state of nudity in an area of a nude model studio premises which can be viewed from the public right-of-way.

D. A nude model studio shall not place or permit a bed, sofa or mattress in any room on the premises, except that a sofa may be placed in a reception room open to the public.

1017 Additional Regulations Concerning Public Nudity

A. It shall be a class 1 misdemeanor for a person who knowingly and intentionally, in a sexually oriented business, appears in a state of nudity or depicts specified sexual activities.

B. It shall be a class 1 misdemeanor for a person who knowingly or intentionally, in a sexually oriented business, appears in a semi-nude condition unless the person is an employee who,

while semi-nude, shall be at least ten (10) feet from any patron or customer and on a stage at least two (2) feet from the floor.

C. It shall be a class 1 misdemeanor for an employee, while semi-nude in a sexually oriented business, to solicit any pay or gratuity from any patron or customer or for any patron or customer to pay or give any gratuity to any employee, while said employee is semi-nude in a sexually oriented business.

D. It shall be a class 1 misdemeanor for an employee, while semi-nude, to touch a customer or the clothing of a customer.

1018 Prohibition Against Children in a Sexually Oriented Business

A person commits a class 1 misdemeanor if the person knowingly allows a person under the age of eighteen (18) years on the premises of a sexually oriented business.

1019 Hours of Operation

No sexually oriented business, except for an adult motel, may remain open at any time between the hours of 1:00 a.m. and 8:00 a.m. on weekdays and Saturdays, and 1:00 a.m. and noon 12:00 p.m. on Sundays.

1020 Exemptions

A. It is a defense to prosecution under Section 1017 above that a person appearing in a state of nudity did so in a modeling class operated:

1. By a proprietary school, licensed by the State of Arizona; a college, junior college, or university supported entirely or partly by taxation;

2. By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or

3. In a structure:

   a. Which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing;

   b. Where, in order to participate in a class, a student must enroll at least three (3) days in advance of the class; and

   c. Where no more than one (1) nude model is (i) appearing semi-nude, (ii) in a state of nudity or (iii) displaying specified anatomical areas on the premises at any one (1) time.

1021 Injunction

A person who operates or causes to be operated a sexually oriented business without a valid license or in violation of Section 1012 of this Ordinance is subject to a suit for injunction as well as prosecution for criminal violations. Each day a sexually oriented business so operates is a separate offense or violation.

SECTION 11 REQUIRED PUBLIC ART FOR NEW PLANNED AREA DEVELOPMENTS (PAD), COMMERCIAL, OFFICE, EMPLOYMENT, AND MUNICIPAL CONSTRUCTION

Ordinance 1324-808; 1453-411

1101 Purpose

The purpose of this Section 11 is to beautify the community with a wide variety of quality artistic elements. Residents and visitors may enjoy the artistic elements and will often return to experience them again while shopping or conducting business. This Section includes provisions to regulate and establish standards for inclusion of publicly visible Public Art in Planned Area Development (PAD), commercial, office, employment and municipal development projects.

1102 Reserved

1103 Findings

The City Council makes the following findings:

A. The visual and aesthetic quality of development projects in the City has a significant impact on property values, the economic well-being of the City and its orderly development.

B. Public art plays a role in creating opportunities for cultural tourism, economic development and image building.

C. The incorporation of publicly visible Public Art in PAD, commercial, office, employment, and municipal development projects will enhance the visual and aesthetic quality of such developments, enhance property values and the orderly development of the City.

D. Public Art creates a unique sense of community and self-image, as well as a public image presented to others which, in turn, can positively affect property owners' willingness to maintain their property and its value.

E. Requiring the incorporation of such Public Art is in the public interest and welfare.

1104 Property Subject to Requirements

A. New Construction. All new construction of non-residential PAD, commercial, office, and employment development projects of fifty thousand (50,000) square feet net floor area or greater that will require site plan approval, and all municipal buildings shall be subject to the requirements of this Section.

B. Expanded or Remodeled. All existing developments in excess of fifty thousand (50,000) square feet that expand or are remodeled to the extent of fifty (50) percent or more of the replacement cost of the building, will be considered newly constructed are subject to the provisions of this Section 11.

C. Exemptions. All residential, general industrial (A-1 zoning district), non-profit and/or non-municipal governmental development shall be exempt from the requirements of this Chapter, provided that non-profit status is not obtained for the sole purpose of avoiding the requirements of this Section.

D. Discretionary Review Projects. Nothing contained in this Section 11 shall prevent the City Council and/or the Planning and Zoning Commission from imposing requirements for inclusion of Public Art in a particular project not mentioned in this Section 11 by means of specific plan, conditional use permit, or other discretionary review where it is determined that facts particular to the proposed development warrant such a conditional approval. Where the Planning and Zoning Commission or the City Council deems it appropriate, several small projects may pool resources to provide one (1) larger Public Art piece.

E. Additional Council Exemption. The City Council may exempt any municipal building from the provisions and requirements of this Section by a majority vote of a quorum of the City Council present and voting. The City Council may provide annual funding to the Municipal Art Committee for the purpose of securing Public Art, as the budget allows.

1105 Public Art on Site

All Subject Property developments of fifty thousand (50,000) square feet net floor area and above shall provide for the installation and maintenance of exterior Public Art on the property being developed, which must be visible or accessible to the public, except where a Fee In Lieu of Public Art on Site is elected pursuant to Section 1107. Smaller projects are encouraged to incorporate artistic functional design elements.

A. General. Before installation, the owner of the Subject Property will obtain approval of a Public Art On Site application demonstrating the placement of the Public Art on the site. In addition, the owner of the Subject Property shall maintain the Public Art, or cause it to be maintained, in good condition continuously after its installation in accordance with subsection 1108(F) below. No piece of required Public Art approved pursuant to this Section may be removed, except for required maintenance or repair, without the prior, written approval of the City, which may be conditioned upon replacement of the piece.

B. Media. The required Public Art that may be used to satisfy the requirements of this Section may include but are not limited to, the following:

1. Sculpture: in the round, bas-relief, mobile, kinetic, electronic, in any material or combination of materials.

2. Painting: all media, including, but not limited to, murals.

3. Mosaics: pictures or decorative designs made by setting small colored pieces, such as stone or tile, into a surface.

4. Artwork: in clay, wood, metal, plastics and other materials.

5. Mixed Media: any combination of forms or media, including collage.

6. Unique Features: One-of-a-kind building features and site enhancements such as gates, benches, water features, walkways or bridges, and public use items including decorative trash receptacles provided that it has been commissioned by a visual artists or public context designer.

7. Other Items: Any other form of Public Art determined by the Avondale Municipal Art Committee or City Council to satisfy the intent of this Section. Applicants are strongly encouraged to utilize local visual artists or public context designers; however, all visual artists or public context designers must be able to provide a portfolio of accomplished Public Art projects showcasing their experience.

C. Identification. Each Public Art piece shall be identified by a plaque stating the visual artist or public context designer's name, Public Art piece title, and date the work was dedicated. The plaque will be placed in an appropriate location near the Public Art piece that can be easily accessed by pedestrians.

D. Installation. Except as otherwise provided in this Section, no Certificate of Occupancy shall be issued for the subject property until the required Public Art piece has been installed on the property. If such installation prior to the anticipated date of occupancy is impractical, the City Manager or authorized designee may allow occupancy of the building or portion thereof prior to installation of the Public Art piece, provided that the applicant has filed adequate security with the City to guarantee installation of the Public Art piece as required in the form of a bond, letter of credit, cash deposit, or similar security instrument, along with an agreement to install the required Public Art piece, in such amount and form as is acceptable to the City Manager or authorized designee and the City Attorney. Such security may be drawn upon or liquidated and the funds transferred to the Public Art Fund if after one (1) year the Public Art is not installed.

1106 Public Art Valuation

A. All Public Art required by this Section shall have a minimum valuation equal to one-quarter (0.25) percent of the valuation of the new construction, remodeling or replacement (hereinafter "Art Valuation"), subject to the following maximum investment caps based upon the net floor area of the development:

1. For projects of fifty thousand (50,000) to two hundred fifty thousand (250,000) square feet, a cap of one hundred thousand dollars ($100,000).

2. For projects of two hundred fifty thousand one (250,001) to three hundred thousand (350,000) square feet, a cap of one hundred twenty five thousand dollars ($125,000).

3. For projects of three hundred fifty thousand one (350,001) and greater square feet, a cap of one hundred fifty thousand dollars ($150,000).

B. The building valuation shall be based on the cost of construction established by the City's Building Division for purposes of calculating the building permit fees. The Art Valuation is determined when the applicant submits an application for a building permit. If the building valuation increases or decreases by ten (10) percent or more due to project modifications, additions or deletions, the Art Valuation shall be revised to reflect the increased or decreased building valuation as determined by the Building Division.

C. Included Items. All of the following expenses may also be included as part of the Art Valuation:

1. The Public Art piece itself, including the visual artist or public context designer's fee for design, structural engineering, materials, and fabrication.

2. Transportation and installation of the Public Art at the site.

3. Identification plaque(s).

4. Mountings, anchorages, containments, pedestals, bases, or materials necessary for installation of the Public Art.

5. Illumination of the Public art as appropriate.

D. Excluded Items. None of the following items shall be included as part of the Art Valuation, but shall be borne separately by the developer/property owner:

1. The cost of locating the visual artist or public context designer.

2. Architect and landscape architect fees.

3. Land costs.

4. Mass produced objects such as playground equipment.

5. Services or utilities necessary to operate or maintain the Public Art piece over time.
6. Landscaping around sculpture, not integral to sculpture design.

7. Publicity, public relations, photographs or dedication ceremonies.
8. Utility fees associated with activating the Public Art piece.

E. Insufficient Value. If the valuation of the Public Art piece is less than the minimum Art Valuation as determined by this Section, the difference shall be deposited into the Public Art Fund.

1107 Fee in Lieu of Public Art on Site

A. Payment and Amount of Fee. The applicant may elect to pay a Fee In Lieu of Public Art On Site to the Public Art Fund established by the City, in lieu of procuring and placing public art on the applicant's project. The fee shall be equal to the Art Valuation determined under Section 1106 above.

B. Maintenance of Account. Any monies collected by the City in accordance with the in lieu contribution provisions of this Chapter shall be deposited in a separate account denominated as the "Public Art Fund" and used at the sole discretion of the City.

C. Use of Account. The Public Art Fund shall be used for the following purposes:

1. To provide Public Art in public places, including permanent and temporary exhibits, to further the intent and purpose of the Public Art Master Plan.

2. To hold pooled monies for later purchase of Public Art.

D. Distribution of Funds. The Avondale Municipal Art Committee shall make recommendations to the City Council regarding the use of monies collected in the Public Art Fund in keeping with the parameters of Sections 1108 and 1109.

1108 Procedure for Public Art on Site

A. Selection. If the developer elects to provide a Public Art piece within the development, he or she may utilize the Avondale Municipal Art Committee catalog as a resource in selecting a visual artist or public context designer and to ensure that the proposed piece is in alignment with the Public Art Master Plan and other guidelines and is appropriate to the site. However, the developer may also choose a visual artists or public context designer who is not represented in the catalog. Criteria to be considered in the selection of Public Art shall include the following:

1. Quality: The Public Art piece demonstrates originality, artistic excellence, and quality.

2. Media: All visual forms and media may be considered as outlined in subsection 1105(B), subject to the approval of the Avondale Municipal Art Committee.

3. Style: Public Art of all schools, styles, and tastes should be considered.
4. Response to Site: Public Art and art places should be appropriate in scale, material, form, content, and value for the immediate, general, social, and physical environments with which they are to relate.

5. Team Approach: Encourage the early involvement of the visual artist or public context designer as a member of the project design team.

6. Durability: Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, excessive maintenance, and repair costs.

7. Elements of Design: Consider that public art, in addition to meeting aesthetic requirements, may also serve to establish focal points, terminate areas, modify, enhance, or define specific spaces, or establish identity.

8. Public Liability: Public Art and art places should be examined for unsafe conditions or factors that may bear on public liability.

9. Diversity: Strive for diversity of style, scale, media, designers, community values, forms of expression, and equitable distribution of Public Art throughout the City.

B. Application. Prior to submittal of an application, a pre-application conference with the Development Services Department as outlined in Section 107 is required to become familiar with the requirements of this Section 11 and City procedures. The application materials will be provided to the applicant at this time. The Public Art application shall be submitted as part of the development Site Plan and Design Review application to ensure that the Public Art is well integrated within the overall site plan. It shall include all of the following:

1. Conceptual plan indicating the location and orientation of the Public Art within the site and the landscaping and/or architectural treatment integrating the piece into the overall project design.

2. A sample, model, photograph or drawing of the proposed piece.

3. Material samples and finishes, if appropriate.

4. A resume and at least one (1) reference of the proposed visual artist or public context designer.

5. Slides and/or photographs of the proposed visual artist or public context designer's past work which demonstrates like work to the proposal.

6. A written itemized statement by the visual artist or public context designer describing the response to the site and/or the physical environment with which they are to relate.

7. A written statement or invoice by the visual artist or public context designer declaring the valuation of the Public Art.

8. Statement of the ongoing maintenance requirements.

C. Review Period. The completed Public Art application shall be forwarded by the Development Services Department to the Avondale Municipal Art Committee for review and action. The Avondale Municipal Art Committee shall review the application at its next scheduled monthly meeting, subject to posting requirements, and may make recommendations regarding possible changes, modifications or additions to the proposed

Public Art. Seven (7) days prior written notice shall be provided to the applicant of the time and place of the meeting at which the application will be heard by the Avondale Municipal Art Committee. The applicant or applicant's representative may elect to present their proposal to the Committee; however, a presentation is not required. The applicant will be notified of the Avondale Municipal Art Committee's decision within five (5) business days.

D. Approval. The Avondale Municipal Art Committee shall approve or deny the Public Art application based on the Public Art Master Plan and the guidelines in Section 1109 below. The Avondale Municipal Art Committee may conditionally approve a proposed Public Art application subject to such conditions that the Avondale Municipal Art Committee deems reasonably necessary for such Public Art to satisfy the guidelines referenced in Section 1109. If the application is not initially approved by the Avondale Municipal Art Committee, the Committee shall provide the applicant and the Development Services Department with review comments within five (5) business days. The applicant shall attempt to address the review comments and resubmit the art application at least once before the appeal process outlined in Section 1110 can be initiated. If the application is approved by the Avondale Municipal Art Committee, the applicant will be sent a letter of approval within five (5) business days of Committee action.

E. Installation. The Public Art piece must be installed in accordance with the approved site plan prior to issuance of a Certificate of Occupancy for the new construction, unless the posting of security has been approved and made pursuant to Section 1107.

F. Maintenance. All privately sited Public Art pieces shall remain the property of the owner for the life of the Certificate of Occupancy. Title and ownership of the Public Art piece shall transfer in whole or in part to any successor in interest of the structure. The owner of the Public Art piece shall provide all maintenance necessary to preserve the work in good condition. In addition, the owner of Public Art shall maintain in full force and effect fire and extended insurance coverage, including but not limited to vandalism coverage, in a minimum amount of the greater of the fair market value or the purchase price of the subject Public Art. Failure to maintain the Public Art will make the owner subject to possible liens against the real property.

1109 Guidelines for Approval

A. The Guidelines for review of the Public Art on site shall be in conformance with the Public Art Master Plan and the following objectives:

1. Portray a unique or thematic design.
2. Be appropriate in scale, form, content, materials, textures, colors and design to the site and surrounding environment.
3. Be compatible in design and location with the design character or historic character of the site.
4. Create an integral and complementary unity with the environment.
5. Preserve and integrate natural features.

6. Consideration of the public's safety.

7. Be durable in material and easy to maintain.

8. Demonstrate quality, artistic excellence and originality.

1110 Appeal to the City Council

Any final decision of the Avondale Municipal Art Committee may be appealed to the City Council. Said appeal shall be in writing stating the grounds thereof. All proceedings initiated by the action of the Avondale Municipal Art Committee shall be suspended pending a final determination by the City Council of the merit of the appeal. The City Council's decision regarding the appeal shall be final and not subject to further review or appeal.

SECTION 12 LANDSCAPE, WALLS AND FENCES

Ordinance 1376-609; 1413-510; 1453-411

1201 Purpose

The purpose of this Section 12 is to provide standards and regulations for the installation of landscaping, walls and related materials for all new and expanded development within the City of Avondale. The standards and regulations of this Section 12 shall promote the following objectives:

A. To promote the general welfare of the community.

B. To effectuate attractive and logical development.

C. To aid in the enhancement of property values.

D. To create an attractive appearance along City streets.

E. To complement the visual effect of buildings.

F. To provide buffers between various land uses and protection from intense activities and to avoid or reduce negative impacts regarding visual, sound, privacy and/or glare to and from land uses.

G. To aid in conserving water by encouraging the use of varieties of plants, trees and shrubs indigenous to arid regions which are characterized by low-water consumption.

1202 Applicability

A. Except as specifically set forth herein, all of the provisions of this Section 12 shall apply to the following:

1. All new development or construction.

2. All building exterior remodeling, alterations, additions or expansions that:

   a. Increase the number of stories in a building on the lot.

   b. Increase by more than ten (10) percent or ten thousand (10,000) square feet, whichever is less, the combined floor areas of all buildings on the lot.

   c. Increase the parking coverage on the lot by more than two thousand (2,000) square feet.

3. All changes of occupancy in the use or development of land which require the approval of a site plan, minor land division or subdivision plat by the City.

B. The provisions of this Section 12 shall not apply to the following:

1. Lots or sites within an approved and unexpired Planned Area Development (PAD) which has been approved with its own landscape plan and/or written landscaping standards prior to the adoption of this Section.

2. Site Plans that include landscaping approved and/or submitted for review prior to the adoption of this Section.

3. Lots or sites subject to the provisions governing amendment to approved site plans, set forth in Section 1.

C. Agricultural uses and single-family and two-family residences and their accessories shall comply with the walls and fences requirements of this Section with the exception of subsection 1207(B)(4). Agricultural uses, a single-family and two-family residences and their accessories shall be exempt from the landscape and maintenance requirements of this Section 12.

D. For all development within the City Center Zoning District, landscaping shall meet or exceed the development standards for street design, street trees, parks, open space, landscaping, and overall design and development guidelines as set forth in the City Center Specific Plan; provided, however, that the provisions of subsections 1203, 1205, 1206 and 1207 shall be applicable to developments within the City Center Specific area.

E. The standards and regulations of this Section 12 shall be held to be the minimum requirements necessary for the promotion of the objectives set forth in Section 1201 above.

1203 General Landscape Provisions

A. Planting Criteria

1. All trees and plant material used within the City shall conform to the most current version of the Arizona Department of Water Resources ("ADWR") "Low Water Use/Drought Tolerant Plant List."

2. All trees sizes shall be in accordance with the standards as described by the Arizona Nursery Association's "Recommended Average Tree Specifications."

3. Plants shall be placed in such a way as to maximize survivability.

4. The following plant material varieties shall be prohibited:

a. Invasive plants and noxious weeds including, but not limited to, Desert Broom (Baccharis sarothroides), Salt Cedar or Tamarisk (Tamarix sp.), Giant Reed (Arundo donax), Mexican Palo Verde (Parkinsonia aculeata), Buffelgrass (Pennisetum ciliare), Fountain Grass (Pennisetem setaceum, African Sumac

(Rhus lancea), Russian Olive (Elaeagnus angustifolia) and Tree of Heaven (Ailanthus altissma).

b. Mulberry Trees (Morus sp.).

c. Olive Trees (Olea europaea) with the exception of the Swan Hill™ and Wilson™ Olive varieties.

5. Plant material that meets the planting criteria as set forth herein, but which is not found on the current ADWR Low Water Use/Drought Tolerant Plant List may be found acceptable, subject to approval of the Zoning Administrator or authorized designee. Any material considered an invasive species shall not be permitted.

6. Tree Size Minimum Standards.

a. All single trunk trees shall be two (2) inch caliper minimum size. Tree calipers for single trunk trees shall be measured at the widest point within the first four (4) to six (6) inches above the soil line for trees with four (4) inch caliper and less; and six (6) to twelve (12) inches for trees greater than four (4) inch caliper.

b. All multi-trunk trees shall be one and one-half (1-1/2) inch caliper minimum. Tree caliper for multi-trunk trees shall be measured at the widest point within the first six (6) inches above origination point of the second largest trunk or six (6) inches above ground if all trunks originate from the soil. Caliper of multiple trunk trees shall be determined by taking the average caliper of its two (2) largest trunks.

c. All trees shall be specified in the schedule of plant material (required as part of the Preliminary Landscape Plan and the Final Landscape Plan) by caliper, height and by any other relevant features which defines the exact plant material being proposed. Trees specified by nursery container sizes only shall not be accepted.

d. All Mexican Fan Palms (Washington Robusta), California Fan Palms (Washingtonia Filifera) and Queen Palms (Cocos Plumosa) shall have a minimum eight (8) foot trunk height measured from the base of the trunk to the base of the fronds.

7. Trees shall have crowns that are full and symmetrical, meet the caliper and height criteria as specified on the drawings and meet or exceed industry standards. Shrubs shall be full with strong root growth and meet the criteria as specified on the drawings.

8. Shrub and Vegetative Groundcover Minimum Criteria.

a. All shrubs shall be no less than five (5) gallon in size.

b. All groundcover shall be no less than five (5) gallon in size. Four (4) one (1)-gallon container plants may be substituted for one (1) five (5)-gallon container plant.

9. No artificial plant materials may be used to satisfy the requirements of this Section, with the exception of artificial turf at recreational facilities if approved by the Zoning Administrator or authorized designee.

B. Ground Level Treatment

1. General.

   a. All landscaped areas shall be composed of a combination of plant materials and non-vegetative ground cover designed to accomplish the objectives set forth in Section 1201 above and to the minimum standards as set forth below.

   b. All landscaped areas shall be finished with a natural topping material including but not limited to the following: turf, groundcover, planting, decomposed granite, river run rock, expanded shale, native stone or bark as set forth herein. A post-emergent herbicide shall be applied to the ground after the placement of non-vegetative ground cover materials in any landscaped area to prevent weeds.

2. Materials.

   a. Decomposed Granite shall be three-quarter (3/4) inch select material or larger and installed a minimum of two (2) inch depth.

   b. Any river rock material used as non-vegetative groundcover that is embedded in concrete shall be to a depth of two-thirds (2/3) the dimension of the rock to prevent its removal or relocation. Each rock shall not be spaced further than three-quarter (3/4) inch from another rock. When installed in loose form, material depth shall be no less than four (4) inches, and if removed shall be reinstalled at the owner's expense.

   c. The use of turf shall be restricted according to the provisions as set forth herein. Sod shall be specifically cultivated to thrive in the conditions present at the particular site. The use of non-native and/or high water consumptive turf is discouraged. The applicant must provide information regarding the composition of a sod as part of the detailed plant list as required. The use of seed for turf installation shall be prohibited.

   d. Other non-vegetative groundcover materials may be used subject to approval by the Zoning Administrator or authorized designee.

3. The installation of turf shall be limited to the following uses: single-family residences and their accessories, outdoor recreation facilities including parks and golf courses, schools, churches, resorts, and retention basins and basin slopes. Turf may also be utilized at commercial and business park developments, provided that such turf shall not occupy more than twenty five (25) percent of the landscape area.

C. Irrigation

1. All landscaping shall be serviced with a permanent underground automated irrigation system designed in compliance with the "Minimum Standards for Landscape Irrigation" as published by the Arizona Chapter of the American Society of Irrigation Consultants. A backflow prevention assembly shall be provided and caged according to standard details adopted by the City. All irrigation systems and landscaped areas shall be designed, constructed and maintained so as to promote water conservation and prevent water overflow or seepage into the street, sidewalk or parking areas.

2. Any areas requiring restoration of natural vegetated areas shall require irrigation for at least three (3) years, unless the Zoning Administrator or authorized designee determines that the vegetation has become sufficiently established at an earlier date.

1204 Landscape Design Standards

A. General

1. Design Manuals.

   a. All landscaping for single-family residential development shall meet or exceed the guidelines for landscaping as set forth in the City's Single-Family Residential Design Manual.

   b. All landscaping for commercial, employment and/or multi-family development projects shall meet or exceed the guidelines for landscaping as set forth in the City's Commercial/Industrial/Multi-Family Design Manual.

2. All development projects shall provide landscaping in all portions of the development site not required for buildings, structures and loading and vehicular access ways in accordance with the required landscape improvements as set forth herein.

3. Areas covered by decomposed granite or similar material, excluding retention basin bottoms, shall not have open spaces in between plants that exceed more than seven (7) feet in any direction as measured between plant canopies at maturity.

4. Plant material shall be utilized to aid screening of parking, dumpster enclosures, outdoor storage areas, alleys, infrastructure such as utility cabinets, transformers, backflow preventors, and service and utility areas. The property owner shall coordinate this screening requirement with the appropriate utility authorities to avoid planting conflicts.

5. When the primary entrance of a building is more than one hundred fifty (150) feet from the nearest point of a public sidewalk, and the entrance is accessed by a pathway traversing a parking lot, then an overhead shade structure or tree canopy is required along the pathway. Shade elements may include opaque structures (e.g., arbor, pergola, portico, awning, canopy) and/or shade trees planted with a minimum of one (1) tree

provided for every twenty five (25) feet of lineal pathway. Tree location and spacing shall be established through the development plan review.

6. Landscaping shall be designed and maintained in accordance with the height, location and sight visibility requirements as set forth herein.

7. A minimum of sixty five (65) percent of all shrub material shall be arranged in massings. Shrubs shall be massed together with no less than five (5) shrubs per massing. Each shrub will be placed no further apart than fifty (50) percent of the mature size of the selected material. For the purpose of this Section 12, two (2) vines may be substituted for a required shrub when located adjacent to a solid wall.

8. Groundcover material shall be arranged in massings. A groundcover massing shall cover a minimum area of three hundred (300) square feet. Each groundcover plant shall be placed no further apart than fifty (50) percent of the mature size of the selected material. Distances between groundcover massings shall not exceed seven (7) feet in any direction.

9. Mounding and contouring of landscaped areas shall be required. Slopes shall not exceed a four (4) to one (1) side slope ratio.

10. Landscaped areas shall not be used for parking of vehicles, display of merchandise or other uses detrimental to the landscaping.

11. A minimum of fifteen (15) percent of plant material shall be cacti or other succulents. Thorny plants and cacti shall not be planted where their mature spread would be closer than four (4) feet from any walkways or parking area curbing.

B. Required Landscape Improvements per Zoning Districts

1. Single-family Residential Zoning Districts. For all development within the Single-Family Residential Zoning Districts (AG, R1-35, R1-15, R1-8, R1-6, R1-5) a minimum of three (3) trees per dwelling unit shall be provided. One (1) of the required trees per lot shall be placed in commonly held and maintained landscaping areas between the lot and any drive or street that serves as an access for the lot, if such common area exists.

2. Multi-family Residential Zoning Districts. For all development within the Multi-family Residential Zoning District (R-2, R-3, R-4) a minimum of one and one-half (1-1/2) trees per dwelling or guest unit shall be provided. This number of trees shall not include the trees required in a landscape buffer, parking lot, landscape setback or right-of-way planting as specified in this Section 12.

3. City Center District. For all development within the City Center District, landscaping shall meet or exceed the design guidelines and requirements for street design, street tree criteria, parks, open space, landscaping and overall design and development guidelines as set forth in the City Center Specific Plan.

C. Required Landscape Areas

1. General. All development projects shall provide on-site landscaped areas located in accordance with the following standards and requirements:

   a. For CP development within the Employment Zoning District, landscaped areas shall be provided on the site in an amount equal to or greater than fifteen (15) percent of the ground floor area of all buildings or ten (10) percent of the net site area, whichever is greater.

   b. For A-1 development within the Employment Zoning District, landscaped areas shall be provided on the site in an amount equal to or greater than ten (10) percent of the ground floor area of all buildings or five (5) percent of the net site area, whichever is greater.

   c. For all developments within the Multi-family Residential Zoning Districts (R-2, R-3, R-4), landscaped areas shall be provided on the site in an amount equal to or greater than twenty (20) percent of the net site area; and shall be increased by five (5) percent for each additional floor over one (1) story to a maximum of fifty (50) percent of the net site area.

   d. For all development within all other zoning districts, landscaped areas shall be provided on the site in an amount equal to or greater than twenty (20) percent of the net site area.

   e. Future building pads within a phased development shall be improved with decomposed granite as specified herein.

   f. Landscape Setback requirements shall be as specified below.

2. Street Right-of-Way Landscaping.

   a. The landscaping of all street rights-of-way contiguous with the proposed development site not used for street pavement, curbs, gutters, sidewalks, transit facilities or driveways or other facilities as required shall be landscaped as set forth herein.

   b. The installation of street trees shall be required in an amount equal to or greater than one (1) tree and five (5) shrubs for every thirty (30) feet of street frontage. This minimum quantity of trees shall be located in the street right-of-way landscaped area and shall be designed and located to enhance the proposed development project and street frontage. Trees must be planted in areas greater than six (6) feet in width when such areas are located between the back of curb and the face of a meandering or detached sidewalk.

   c. No trees shall be located within the established public utilities easement. Shrubs and groundcover are permissible.

d. Median landscaping shall be designed with colorful and contrasting plant and pavement materials planted and maintained in such a way so as not to obstruct visibility at median breaks or to create safety issues. Paving materials shall be integrated with planting to create a unique roadway feature. Paving shall be colorful, interlocking concrete pavers or cobbled paving as approved by the Zoning Administrator or authorized designee.

e. The minimum width for a planted median is six (6) feet. Median width is measured from the back of median curb to back of median curb.

f. Medians less than six (6) feet in width shall not be planted. Ground level treatment shall be decorative material as approved by the Zoning Administrator or authorized designee.

g. Medians six (6) to ten (10) feet in width shall have no trees unless otherwise approved by the Zoning Administrator or authorized designee; provided, however, that in no event shall trees be planted in a median with a width less than eight (8) feet. Shrubs shall be provided at one (1) per two hundred fifty (250) square feet of area and shall meet the requirements as set forth herein.

h. Medians greater than ten (10) feet in width shall have a minimum number of trees provided at one (1) tree per twenty five (25) linear feet of median length. Trees shall meet the requirements as set forth herein. Shrubs shall be provided at one (1) per two hundred fifty (250) square feet of area and shall meet the requirements as set forth herein.

i. For medians in arterial roadways that will be built in phases, landscaping shall be located to minimize future relocation of trees, pavers and irrigation.

3. Landscape Setback.

a. Landscaping shall be planted along all street frontage in a designated landscape setback as approved through the development plan review process. The landscape setback shall be measured from the back of the right-of-way line to the nearest building, structure, on-site parking or outdoor storage area. Shrubs and groundcover may be integrated into the right-of-way street trees landscape.

b. Parking and maneuvering areas shall not be permitted in the landscape setback except access drives and access walkways.

c. Plantings in the landscape setback may be integrated into the right-of-way landscaping adjacent to this area.

d. The landscape setback shall be a minimum width along a particular street frontage and shall be established and maintained along all classified streets between any building and/or structure, on-site parking area or outdoor storage area and the nearest point of the property line. Landscape setbacks shall be as follows:

i. Single-family residential developments: For arterial streets, a landscape setback of thirty (30) feet shall be required. For collector streets, a landscape setback of fifteen (15) feet shall be required.

ii. Multi-family and employment developments: The minimum depth of a landscape setback shall be equal to the required street-side setback for the Zoning District that the development is located in.

iii. Commercial developments: For commercial developments, the minimum depth of a landscape setback shall be equal to the required parking setback for the district that the development is located in, except in the instance where a building(s) encroaches into a required parking setback, the minimum landscape setback shall be the shortest distance between the street-side property line and nearest point of the building(s).

iv. The landscape setback requirements shall not be applied to the OTAB District and Cashion District.

e. The installation of trees, shrubs and vegetative groundcover shall be required in an amount equal to or greater than one (1) tree and ten (10) shrubs for every twenty (20) feet of street frontage and vegetative groundcover as required to meet a minimum of sixty five (65) percent of the total street frontage landscaped area. This minimum quantity of trees, shrubs and vegetative groundcover shall be designed and located to enhance the proposed development project and street frontage.

f. All landscaping located in the landscape setback adjacent to driveway exits, street intersections and sight visibility easements shall be designed, installed and maintained in a manner that preserves sight line visibility.

4. Arterial Intersections.

a. Landscaping shall be enhanced at arterial intersections as determined through development review.

b. Landscape and planting materials shall be provided in this landscape easement in quantities not less than those required for a median greater than ten (10) feet in width, as set forth above.

c. All landscape treatments within this planting easement shall meet the requirements adopted by the City relating to sight visibility.

5. Land Use Buffers.

a. Minimum landscape buffers shall be required along all property lines of a site developed for Multi-family Residential, Commercial or Employment Zoning Districts or uses when such property lines are "contiguous" with any Single-family Residential use or Single-family Residential Zoning District. For the

purpose of this subsection 1204(C)(5), contiguous shall include properties separated only by an alley. Buffers shall be required as follows:

i. Fifteen (15) feet where any Multi-family Zoning District or use abuts a Single-family Zoning District or use.

ii. Twenty five (25) feet where any Commercial Zoning District or use abuts a Single-family Residential Zoning District or use.

iii. Thirty five (35) feet where any Employment Zoning District or use abuts a Single-family Residential Zoning District or use.

iv. Forty (40) feet where any loading docks, trash enclosures and service drives abut a Single-family Residential Zoning District or use.

b. No landscape buffers shall be required for Multi-family residential uses contiguous with other Multi-family Zoning Districts or uses; provided, however, that a screen wall shall be required at the property boundaries.

c. The landscape buffer areas as set forth herein shall provide a vegetative screen improved with a minimum of one (1) screening tree spaced at each fifteen (15) foot interval of the property boundary being screened.

d. A landscape buffer screen wall shall be designed and constructed in accordance with the provisions as set forth herein and shall be required along all property lines of a site developed for multiple-family, residential, commercial or employment uses when such property lines are contiguous with or separated only by an alley from a Single-family Residential development or zoning district.

e. Parking and maneuvering areas shall not be permitted in the landscape buffer.

6. Parking Lot Landscaping and Parking Structures.

a. Parking lots shall have landscape treatments that provide shade and allow for natural surveillance. Except as otherwise provided in this Section, a minimum of fifteen (15) percent of all parking lot areas shall be landscaped. This requirement is exclusive of any on-site landscape area requirement as set forth herein.

b. Parking islands shall be installed at least every ten (10) consecutive parking spaces; such islands shall be a minimum of five (5) feet wide and contain a minimum of fifty (50) square feet in area.

c. Parking areas shall include a minimum of twenty (20) foot wide landscaped medians to divide large parking fields into groupings of two hundred (200) parking spaces or less. Medians must be oriented for pedestrian use and navigation and must include sidewalks. The Zoning Administrator or authorized designee may waive this requirement for any project where buildings or

pedestrian plazas serve to break the parking field into groupings of two hundred (200) spaces or less.

d. A minimum of one (1) tree shall be provided for every five (5) parking spaces, exclusive of perimeter landscaping and street trees. Trees must be planted within landscape planting islands throughout the parking lot.

e. Landscape planting islands shall include, at the time of installation, a minimum of (a) one (1) tree, three (3) shrubs and five (5) groundcovers for a planting island with parking on only one (1) side and (b) two (2) trees, three (3) shrubs and five (5) groundcovers for a planting island with parking on more than one (1) side. All groundcovers in parking lot landscape planting islands shall not exceed two (2) feet in height and be of a species that will not grow to interfere with natural surveillance of the parking lot.

f. Tree trunks shall not be placed closer than fifteen (15) feet, measured horizontally, from a light source. Trees and lighting shall be located to avoid conflicts with one another and to avoid conflicts with existing and proposed structures.

g. Shrubs and trees shall not be planted within the two (2) feet overhang at the head of a parking stall.

h. Parking structures shall have perimeter landscaping, consistent with building setbacks and which shall be designed to provide partial screening of walls and vehicle lights, shade along sidewalks and natural surveillance into parking structures.

7. Retention Basins. All on-site water retention areas, other than paved surfaces shall be entirely landscaped and shall not occupy more than fifty (50) percent of the on-site street frontage landscape setback area, unless approved by the Zoning Administrator or authorized designee where shallow depths for multi-use are proposed for the basin.

8. Building Frontage.

a. Foundation planting shall be required adjacent to buildings fronting on public streets. A minimum of fifty (50) percent of the building frontage shall be landscaped as set forth herein.

b. Foundation planting shall include trees, shrubs and groundcover. The minimum width for any foundation planting area shall be ten (10) feet. Vehicle overhang is not permitted.

c. Foundation planting may include a level bed, raised planters, planted pots with trees and shrubs or a combination of these treatments.

9. Site Visibility Easements. All landscaping and landscaping materials installed in a City of Avondale Sight Visibility Triangle and/or within an Arizona Department of

Transportation Sight Distance Triangle shall be installed and maintained so that no shrub or groundcover shall exceed two (2) feet in height and all trees shall be limbed up to seven (7) feet clear.

1205 Landscape Plans

A. General Landscape Plan Requirements. Landscape plan submittals consisting of a preliminary landscape plan, a final landscape plan and a landscape maintenance schedule shall be prepared, submitted and approved for all applicable development projects in accordance with the procedures and requirements set forth herein and as required under Section 1 of this Zoning Ordinance. All plans shall be stamped and signed by a registered Landscape Architect licensed in the State of Arizona.

B. Preliminary Landscape Plan. The Preliminary Landscape Plan shall illustrate the site layout and amenities (including all walls within the landscape areas), plant material and plant locations. The Preliminary Landscape Plan shall include the following information:

1. Proposed locations for all landscaping material, organic and inorganic, used on the site.

2. A specific schedule of all plant material, which shall be identified by common and botanical name and shall clearly indicate the quantities and sizes of each to be installed.

3. Preliminary locations of all easements on the site including, but not limited to, public utility easements, drainage easements, roadway easements and United States of America irrigation easements.

4. A completed planting data sheet.

5. Site lighting locations for coordination purposes.

6. Locations of all above grade detention/retention stormwater basins.

7. All preliminary utility locations that impact the locations of any plant material including but not limited to transformers, backflow preventers and light and sign poles.

8. Any other pertinent information as requested by the Zoning Administrator or authorized designee as necessary to evaluate the landscaping.

C. Final Landscape Plan. The Final Landscape Plan shall be submitted concurrently with all other required site improvement and construction plans at the time of application for a building permit. Any alterations to the approved Preliminary Landscape Plan must be approved by the Zoning Administrator or authorized designee prior to the Final Landscape Plan submittal. The following information shall be added to the Final Landscape Plans for review:

1. Revised locations, if any, for all landscaping material, organic and inorganic, used on the site.

2. Any revisions to the schedule of plant material.

3. Final locations of all easements on the site, including but not limited to public utility easements, drainage easements, roadway easements and United States of America irrigation easements.

4. Final utility locations including but not limited to transformers, backflow preventors, lights and all signs.

5. A sheet of landscape details and corresponding construction notes. All required City notes are to be shown on all sheets.

6. An irrigation plan, irrigation detail plan and corresponding sheet of irrigation construction notes shall be provided indicating the layout and details of the irrigation system including the type and location of all materials utilized.

7. A Landscape Maintenance Schedule, including, at a minimum:

   a. A landscape maintenance narrative that describes the theme of the selected plant palette and the overall design intent (i.e. preserving the natural characteristics of each material).

   b. The approved plant list including plant size, irrigation emitter allocation and specific plant maintenance notes.

   c. A monthly maintenance schedule describing seasonal maintenance requirements per material such as, but not limited, to fertilization, pruning and irrigation adjustments.

8. Any other pertinent information as requested by the Zoning Administrator or authorized designee as necessary to evaluate the Final Landscape Plans.

1206 Landscape Inspections

A. All projects required by this Section 12 to be landscaped must be inspected and receive approval from the Zoning Administrator or authorized designee prior to a Certificate of Occupancy being issued by the City. Such inspections shall be requested by the applicant at least forty eight (48) hours in advance.

B. The Zoning Administrator or authorized designee shall refuse to approve any project not meeting the provisions set forth herein. The Zoning Administrator or authorized designee shall also reject landscape materials that are substandard as to size, condition or appearance.

C. The applicant may request an inspection of materials either on site or at the supplier; provided, however, that any such pre-inspection shall only provide assurance as to the type

of landscape materials and shall not constitute an acceptance of the final landscaping as installed.

1207 Walls and Fences

A. In all locations where walls are either required by this subsection or desired by the property owner, the walls shall conform to all provisions as set forth herein.

B. General Wall and Fence Design Standards

1. All landscape walls and fences for single-family residential development shall meet or exceed the guidelines for landscaping as set forth in the Single-Family Residential Design Manual for the City of Avondale.

2. All landscape walls and fences for Commercial, Employment and/or Multi-family development projects shall meet or exceed the guidelines for landscaping as set forth in the Design Manual for Commercial/Industrial/Multi-Family for the City of Avondale.

3. All walls and fences shall meet all current building code material and construction standards. Minimum finished wall thickness shall be no less than six (6) inches.

4. All walls shall be articulated to create visual interest by means such as but not limited to a change in plane, curves, material accents, regularly spaced pillars or sculptural insets.

   a. All walls along arterial or collector streets, except Perimeter Walls at Single-family Residential Developments described in subsection 1207(E) below, with a continuous length greater than one hundred fifty (150) feet shall use an undulating pattern at minimum intervals of fifty (50) feet to provide variety and visual interest. The undulation depth parallel to the street line shall be a minimum of three (3) feet.

   b. A minimum of three (3) different materials is required for every wall on site. Materials shall be masonry block that is six (6) or eight (8) inches wide, concrete, precast concrete, stone or a similar solid, durable, equal or better quality material and shall conform to the following:

      i. Wall materials shall match the primary building on-site and related site features.

      ii. Color variation shall not constitute a change in materials. Textural variation shall constitute a change in materials for up to two (2) materials.

      iii. Material accents, sculptural insets and other aesthetic wall enhancements shall be considered a separate material use as approved by the Zoning Administrator or authorized designee.

iv. Walls that are completely veneered with stone, brick or finished with other similar quality materials may be excluded from this requirement if approved by the Zoning Administrator or authorized designee.

v. Concrete and masonry walls shall be stuccoed with a smooth finish and painted to match the primary on-site buildings; provided, however, that the use of stuccoed walls is limited to fifty (50) percent of the required wall lengths.

vi. Split-faced, grid or similar decorative types of block shall not be stuccoed and/or painted.

5. Walls shall be opaque and linear when separating one property from another.–All walls shall have a decorative cap not to exceed the maximum wall height allowed. Solid concrete or precast concrete walls shall be articulated so a wall cap is represented.

6. An ornamental iron fence with veneered and capped, masonry pillars may be approved as a substitute for an opaque wall if the wall is not required for visual screening such as for land use buffer requirements, service areas, trash enclosures, outdoor storage areas or parking areas.

a. Pillars shall be spaced as follows:

i. One (1) pillar/fifty (50) feet (minimum two (2)) if less than one hundred (100) linear feet.

ii. One (1) pillar/one hundred (100) feet (minimum two (2)) if one hundred (100) to one thousand (1000) linear feet.

iii. One (1) pillar/two hundred (200) feet (minimum ten (10)) if greater than one thousand (1000) linear feet.

iv. A reduction in pillars may be allowed for fencing greater than one thousand (1000) linear feet if fencing is not visible from a public street as determined by the Zoning Administrator or authorized designee.

b. The fence and pillar treatment as set forth herein may be used where a Multi-family Residential development is contiguous with other Multi-family Residential Zoning Districts or uses.

7. Gates: In those instances where a wall is erected as an enclosure, a gate of equal height shall be required in order to secure the enclosure. The gate shall be an opaque, non-wooden material and shall be compatible with the design of the buildings and related site features.

8. Vinyl-coated Chain Link Fencing: The use of vinyl-coated chain link fencing is restricted to single-family residential lots and recreational sport courts (i.e. tennis,

basketball, volleyball, etc.) and shall be vinyl coated. The height limitation may be exceeded when fencing is built around sports courts along the rear and side yards only and by approval of the Zoning Administrator or authorized designee. Vinyl coating for fencing shall be black, dark brown or dark green. Galvanized chain link fencing is prohibited except on construction sites and locations of approved seasonal sales uses.

9. Barbed Wire Fences: Barbed wire shall be prohibited except for temporary construction sites in all zoning districts, provided that the barbed wire is located six (6) feet or more above grade. If barbed wire has not been removed from the site at the time of final inspection, a certificate of occupancy shall not be issued.

10. Where a property owner(s) desires to extend an existing wall that does not meet the requirements as stated above, the Zoning Administrator may approve a wall design consistent with the original, existing wall.

C. General Wall and Fence Height Standards

1. The maximum height of any freestanding wall or fence shall be measured from the highest adjacent finished surface of the ground, paving or sidewalk within twenty (20) feet of the base of the wall.

2. Walls in a required front yard building setback, including walls for single-family dwellings, shall be three (3) feet-six (6) inches maximum in height. An increase in the maximum height may be permitted subject to review and approval by the Zoning Administrator or authorized designee. Notwithstanding this authority, the maximum height that may be approved is six (6) feet. For all heights above three (3) feet-six (6) inches, the property owner shall demonstrate that a natural surveillance to the street will be maintained by incorporating openings, providing transparent materials or varying height/materials.

3. In areas behind a required front yard building setback and within the required rear and side yards, including walls for single-family dwellings, the maximum height of walls shall be six (6) feet, except where a taller wall is necessary to screen service areas. For single-family uses, the maximum height shall be eight (8) feet when adjacent to an arterial road.

4. A masonry wall shall be required for through lots with rear lot lines adjacent to an arterial street, and the maximum height of such rear wall shall be eight (8) feet.

5. All walls shall be subject to review and approval through development plan review. Any wall in excess of six (6) feet shall require a building permit, as required by the City's adopted Building Code.

D. Land Use Buffer Walls. Walls required in landscape buffers as set forth herein shall be located along all common property lines and shall meet the following height requirements:

1. Six (6) feet when a screen wall separates a Single-family Residential District or use from a Commercial and/or Multi-family Residential District or use. The Zoning

Administrator or authorized designee may determine that an 8 (eight) foot wall may be warranted in certain cases.

2. Eight (8) feet when a screen wall separates a Single-family Residential District or use from an Employment District or use.

3. Six (6) feet when along interior property lines separating individual development sites.

E. Perimeter Walls at Single-family Residential Developments

1. Perimeter walls shall be architecturally enhanced with landscaping and materials that complement the development's architecture, provide a distinct design that represents the specific community and meet the intent of design standards as specified herein.

2. Eight (8) foot tall, six (6) inch thick walls required along all arterials.

3. Six (6) foot tall, six (6) inch thick walls are required along all collectors and local streets.

4. Perimeter walls shall stagger at least once every one hundred (100) feet, with a design that employs a design/pattern every six hundred (600) feet and a column every three hundred (300) feet. A minimum of a four (4) inch pilaster cap and four (4) inch block cap is required.

5. Accent materials shall be brick, stone, tile, travertine or other materials durable in a desert environment.

6. All perimeter walls shall be constructed concurrent with the associated phase of development.

7. Theme walls shall be installed in all areas visible from public view with enhanced landscaping to compliment the architecture and related on site features.

8. View fences shall be integrated into a development along open space areas with wrought iron or other decorative materials that promote views corridors and safety.

F. Parking Lot Screens. All on-site parking areas adjacent to any street shall be screened from street views according to the provisions as set forth herein. This standard can be met through the use of the following screening methods, which may be used individually or in combination:

1. Parking lot screen walls shall be a minimum of three (3) feet-6 (six) inches in height constructed of masonry or concrete, be a minimum of six (6) inches in thickness and incorporate offsets and relief as specified herein. Fifty (50) percent of all required walls shall have specialty details, decorative materials, surface articulation and/or aesthetic interest.

2. Open areas or portals for natural surveillance and pedestrian access to the site shall be provided as required by the Zoning Administrator or authorized designee.

3. Earth berms, if used in lieu of or in conjunction with screen walls, shall have a maximum slope of four (4) to one (1) ratio. Berms are allowed only when there is sufficient area to create a three (3) foot, six (6) inch tall berm.

4. A landscape berm or natural screen wall may be used in conjunction with a manmade screen wall, but for only forty (40) percent of the required wall length as approved by the Zoning Administrator or authorized designee. The natural wall must meet the screening and height requirements as specified herein.

G. Outdoor Storage Areas. All outdoor storage areas for materials, vehicles, trailers, equipment, trash or other similar items shall be enclosed by a masonry or concrete wall with an opaque gate to screen the view of these uses from public rights-of-way and adjoining residential, commercial and mixed-use districts. This wall and gate shall be a minimum of eight (8) feet tall but not to exceed ten (10) feet tall, measured from the highest adjacent grade within twenty (20) feet or street curb, whichever is higher.

H. Service Areas. All service bays, loading docks, delivery and refuse areas shall be screened from street view by a minimum of a six (6) foot high masonry wall. Site conditions and surrounding uses will be used to determine maximum height of walls adjacent to loading areas, service bays, mechanical equipment, etc. that are required to be screened.

I. Utility Cabinets. All utility cabinets including but not limited to transformers, shall be screened by architectural metal fencing, walls that match nearby perimeter or screen walls, berming and/or dense landscaping as determined at development plan review. Screening shall not conflict with access requirements.

J. Alleys. Screening requirements along alleys shall be the same as for land use buffers.

K. Manufactured Homes. Perimeter boundaries of all manufactured home parks shall contain a screening and security wall that conforms to the criteria and requirements as set forth herein.

1208 Maintenance

A. Landscaped areas shall be maintained as follows:

1. All landscape material shall be maintained according to the standards as set forth herein on the approved Landscape Maintenance Schedule.

2. All landscape areas and material shall be maintained in a healthy, neat, clean and weed-free condition.

3. Permanent modifications and/or removal of existing landscaping, other than necessary for utility, infrastructure, or other repairs caused by unforeseen damages, shall require prior approval by the Zoning Administrator or authorized designee. Any approved

landscaping that has been permanently removed for any reason without the Zoning Administrator's or authorized designee's approval shall be reported to Code Enforcement and a Notice of Violation may be issued. Material replacement shall be in kind and not less than the minimums as set forth herein, at the owner's expense. Planting shall be replaced per the approved landscape plan.

4. Any plant material determined by the Zoning Administrator or authorized designee to be unhealthy or in decline shall be replaced in kind and not less than the minimums as set forth herein, at the owner's expense. This includes but is not limited to natural screen walls.

5. Plant material shall be pruned according to the approved Landscape Maintenance Schedule. Plants shall not be severely pruned such that the natural growth pattern or characteristic forms are significantly altered.

6. Tree topping is prohibited. Any tree that has been altered by this measure shall be immediately removed and replaced in kind with a new tree, at the owner's expense.

7. Landscape areas on-site, as well as in the adjacent right-of-way, shall be maintained by the owner or owner's association (if applicable), and shall be maintained as approved in the Landscape Maintenance Schedule. Any areas designated and intended for the purposes of on-site stormwater retention shall be maintained and reserved for that primary purpose. Any alteration or deterioration of those areas shall be considered a violation of this Section 12.

B. Landscaping and irrigation systems shall be maintained in accordance with the Landscape Maintenance Schedule submitted according to subsection 1205(C)(7) and as approved by the City.

C. Every wall or fence shall not be allowed to become and remain in a condition of disrepair, damage or unsightliness or in any condition that violates any provision of this Zoning Ordinance or other applicable City code, ordinance or regulation. Any wall or fence, or a portion of either, that is removed for any purpose or by any means whatsoever, shall be restored to its original or upgraded condition relative to construction, material and finish.

SECTION 13 MEDICAL MARIJUANA USES

Ordinance 1449-211

1301 Purpose and Applicability

The purpose of this Section 13 is to provide for regulations necessary to protect the public health, safety and welfare for the general public by limiting the possible negative secondary effects of Medical Marijuana facilities. The provisions of this Section 13 shall apply to all Medical Marijuana Dispensaries and Medical Marijuana Cultivation Locations located within the corporate limits of the City of Avondale.

1302 Location Restrictions

A. Medical marijuana dispensaries or medical marijuana cultivation locations are prohibited from being established, operated or licensed in any City of Avondale zoning district other than A-1.

B. Medical marijuana dispensaries and medical marijuana cultivation locations shall meet the following minimum separation requirements, measured in a straight line from the closest property boundary line of the parcel containing the medical marijuana dispensary or medical marijuana cultivation location to the closest property boundary line of the parcel containing any existing uses listed below:

1. Two thousand (2,000) feet from any other medical marijuana dispensary or medical marijuana cultivation location.

2. Two thousand (2,000) feet from a substance abuse diagnostic and treatment facility or other drug or alcohol rehabilitation facility.

3. Two thousand (2,000) feet from a public, private, parochial, charter, dramatic, dancing or music school, a learning center, or other similar school or educational or entertainment facility that caters to children.

4. Two thousand (2,000) feet from a childcare center or registered residential child care facility.

5. Two thousand (2,000) feet from a public library.

6. Two thousand (2,000) feet from a park.

7. Two thousand (2,000) feet from a church or place of worship.

C. A medical marijuana cultivation location not associated with an Arizona medical marijuana dispensary is prohibited, and only one (1) medical marijuana cultivation location shall be permitted for the single Arizona medical marijuana dispensary with which it is associated. The provisions of this subsection 1302 (C) shall not apply to locations identified pursuant to

ARIZ. REV. STAT. § 36-2804-02(A)(3)(f) for cultivation of medical marijuana by a designated caregiver or qualifying patient for a qualifying patients medical use.

D. The following size limitations shall apply to any medical marijuana dispensary:

1. The total maximum floor area of a medical marijuana dispensary shall not exceed two thousand five hundred (2,500) square feet.

2. The secure storage area for the medical marijuana stored at the medical marijuana dispensary shall not exceed five hundred (500) square feet of the total two thousand five hundred (2,500) square foot maximum floor area of a medical marijuana dispensary.

E. The following size limitations shall apply to any medical marijuana cultivation location associated with a medical marijuana dispensary:

1. The total maximum floor area of a medical marijuana cultivation location shall not exceed three thousand (3,000) square feet.

2. The secure storage area for the medical marijuana stored at the medical marijuana cultivation location shall not exceed one thousand (1,000) square feet of the three thousand (3,000) square feet total maximum floor area of a medical marijuana cultivation location.

3. For a medical marijuana dispensary that also is a medical marijuana cultivation location, the total maximum floor area that may also be used for cultivation and incorporation or processing of the medical marijuana into consumable or edible products inclusive of any secure storage area, shall not exceed three thousand (3,000) square feet. The secure storage area for the medical marijuana stored at a medical marijuana dispensary that also is a cultivation location shall not exceed one thousand five hundred (1,500) square feet.

F. The following size limitations shall apply to any medical marijuana cultivation location associated with a qualified patient or designated caregiver:

1. All conditions and restrictions for medical marijuana cultivation locations apply except that the designated caregiver cultivation area is limited to a total two hundred fifty (250) square feet maximum, including any storage areas.

2. More than one (1) designated caregiver may not co-locate cultivation locations.

1303 Requirements

The following minimum requirements shall apply to all "medical marijuana dispensary" and "medical marijuana cultivation location" uses located in the zoning district where such uses are permitted:

A. In conjunction with the application requirements set forth in Section 1 above, an applicant for any medical marijuana dispensary or medical marijuana cultivation location shall provide the following:

1. A notarized authorization, executed by the property owner, acknowledging and consenting to the proposed use of the property as a medical marijuana dispensary or a medical marijuana cultivation location.

2. The legal name of the medical marijuana dispensary or medical marijuana cultivation location.

3. If the application is for a medical marijuana cultivation location, the name and location of the medical marijuana dispensary with which it is associated or, in the case of designated caregivers or qualifying patients, the names of the qualifying patients for which the medical marijuana is being cultivated.

4. The name, address and birth date of each officer and board member of the nonprofit medical marijuana dispensary agent.

5. The name, address, birth date and valid registry identification card number of (a) each medical marijuana dispensary agent if the application is related to a medical marijuana dispensary or a related medical marijuana cultivation location and (b) each designated caregiver and qualifying patient if the application is related to a medical marijuana cultivation location associated with such qualifying patient and designated caregiver.

6. A copy of the operating procedures adopted in compliance with ARIZ. REV. STAT. § 36-2804(B)(1)(c).

7. A notarized certification that none of the medical marijuana dispensary officers or board members has been convicted of any of the following offenses:

   a. A violent crime, as defined in ARIZ. REV. STAT. § 13-901.03(B), that was classified as a felony in the jurisdiction where the person was convicted.

   b. A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence, including any term of probation, incarceration or supervised release, was completed ten (10) or more years earlier or an offense involving conduct that would be immune from arrest, prosecution or penalty under ARIZ. REV. STAT. § 36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona.

8. A notarized certification that none of the medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked.

9. A floor plan showing the location, dimensions and type of security measures demonstrating that the medial marijuana dispensary or medical marijuana cultivation location will be secured, enclosed and locked as required by law.

10. A scale drawing depicting the property lines and the separations from the nearest property boundary of the parcel containing the medical marijuana dispensary or medical marijuana cultivation location to the property boundary of the parcel containing any existing uses listed in Section 1302 above. If any of the uses are located within fifty (50) feet of the minimum separation, the drawing, showing actual surveyed separations, shall be prepared by a registered land surveyor.

B. A medical marijuana dispensary shall have operating hours not earlier than 9:00 a.m. and not later than 6:00 p.m., Monday through Friday.

C. A medical marijuana dispensary or medical marijuana cultivation location shall:

1. Be located in a permanent building and may not be located in a trailer, cargo container, mobile or modular unit, mobile home, recreational vehicle or other mobile vehicle.

2. Not have drive-through service.

3. Not emit dust, fumes, vapors or odors into the environment.

4. Not provide offsite delivery of medical marijuana.

5. Prohibit consumption of marijuana on the premises.

6. Not have outdoor seating areas, but shall have adequate indoor seating to prevent outside loitering.

7. Display a current City of Avondale business license and a State of Arizona tax identification number.

8. Install lighting to illuminate the exterior and interior of the building and all entrances and exits to the facility. Exterior lighting shall be at least five (5) foot candles, measured at ground level, and shall remain on during all hours between sunset and sunrise each day. Twenty four (24) hours each day, the medical marijuana dispensary or medical marijuana cultivation location shall illuminate the entire interior of the building, with particular emphasis on the locations of any counter, safe, storage area and any location where people are prone to congregate. The lighting must be of sufficient brightness to ensure that the interior is readily visible from the exterior of the building from a distance of one hundred (100) feet.

9. Provide security guards at the main entrances and exits during all hours of operation. For the purposes of this Section, "security guard" shall mean licensed and duly bonded security personnel registered pursuant to ARIZ. REV. STAT. § 32-2601 *et seq*. Prior to opening for business, the medical marijuana dispensary or medical marijuana cultivation location shall provide all property owners within a five hundred (500) foot radius of the medical marijuana dispensary or medical marijuana cultivation location with written notification via first class U.S. Mail of the security company responsible for providing its security services.

10. Have an exterior appearance compatible with commercial structures already constructed or under construction within the immediate neighborhood to insure against blight, deterioration, or substantial diminishment or impairment of property values in the vicinity.

11. Allow unrestricted access by City code enforcement officers, police officers or other agents or employees of the City requesting admission for the purpose of determining compliance with these standards.

12. Not display signs, or any other advertising matter used in connection with the medical marijuana dispensary or medical marijuana cultivation of any offensive nature and such signs shall in no way be contrary to the City code, or obstruct the view of the interior of the premises viewed from the outside.

13. Comply with all other applicable property development and design standards of the City of Avondale.

D. To ensure that the operations of medical marijuana dispensaries are in compliance with Arizona law and to mitigate the adverse secondary effects from operations of dispensaries, medical marijuana dispensaries shall operate in compliance with the following standards:

1. No doctor shall issue a written certification on-site for medical marijuana.

2. There shall be no on-site sales of alcohol, tobacco or food, other than food products containing infused medical marijuana. There shall be no on-site consumption of food, alcohol, tobacco or medical marijuana; provided that employees may consume food on-site so long as it does not contain infused medical marijuana.

3. Medical marijuana dispensaries shall only dispense medical marijuana to qualified patients and their designated caregivers as defined in ARIZ. REV. STAT. § 36-2801 *et seq*.

4. Medical marijuana dispensaries shall notify patrons of the following verbally and through posting of a sign in a conspicuous location at the medical marijuana dispensary:

   a. Use of medical marijuana shall be limited to the patient identified on the doctor's written certification. Secondary sale, barter or distribution of medical marijuana is a crime and can lead to arrest.

b. Patrons must immediately leave the site and not consume medical marijuana until at home or in an equivalent private location. Medical marijuana dispensary staff shall monitor the site and vicinity to ensure compliance.

5. Medical marijuana dispensaries shall not provide marijuana to any individual in an amount not consistent with personal medical use or in violation of state law and regulations related to medical marijuana use.

6. Medical marijuana dispensaries shall not store more than two hundred dollars ($200) in cash overnight on the premises.

7. Any qualified patient under eighteen (18) years of age shall be accompanied by a parent or legal guardian. Except for such parent or legal guardian, no persons other that qualified patients and designated caregivers shall be permitted within a medical marijuana dispensary premises.

8. Medical marijuana dispensaries shall provide law enforcement and all interested neighbors with the name and phone number of an on-site community relations staff person to notify if there are operational problems with the establishment.

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
December 5, 2011

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available