CITY COUNCIL AGENDA

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

WORK SESSION
October 5, 2015
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. AVONDALE TRANSIT IMPLEMENTATION PLAN

City Council will receive a presentation regarding the Avondale Transit Implementation Plan recently completed by Valley Metro from the recommendations that came out of the 2013 Southwest Valley Local Transit System Study. This plan will help guide the short-term and mid-term investments of the SWVLTSS and capital improvements in the city. For information and discussion only.

3. PROPOSED AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL

City Council will review and consider proposed amendments to the Personnel Policies and Procedures Manual, Chapter 3, Applications, Chapter 5 Classifications and Compensation, Chapter 6 Employee Benefits, Chapter 7 Drugs and Alcohol, Chapter 11 Safety, Chapter 13 Employee Records and Reports, Chapter 14 Employee Education Assistance, Chapter 16 Information and Communications Technology, Chapter 17 Separations, Chapter 19, Grievances. For information, discussion and direction.

4 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles 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 politica 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 estos 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 ninos no sten presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.

Category Number:
Item Number: 2.

CITY COUNCIL AGENDA

SUBJECT:
Avondale Transit Implementation Plan

MEETING DATE:
10/5/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Valley Metro has completed an Avondale Transit Implementation Plan from the recommendations that came out of the Southwest Valley Local Transit System Study (SWVLTSS) that was completed in 2013. This plan will help guide the short-term and mid-term investments of the SWVLTSS and capital improvements in the city. This item is for information and discussion only.

BACKGROUND:
In 2013 Maricopa Association of Governments, in partnership with the Southwest Valley Cities and through outreach to residents, did a Southwest Valley Local Transit System Study (SWVLTSS). This study identified strategies for improving transit service in the Southest Valley and develop short, mid and long range local transit strategies that effectively provide circulation within the southwest valley and are mindful of the need to connect to the regional transit system. The study area included portions of the City of Phoenix, City of Avondale, City of Goodyear, City of Tolleson, City of Litchfield Park, Town of Buckeye and surrounding unincorporated portions of Maricopa County. In 2014 the City of Avondale requested the assistance of Valley Metro to develop a regionally connected local transit implementation plan to help guide the short-term and mid-term investments of the SWVLTSS and capital improvements in the city.

DISCUSSION:
The Avondale Transit Implementation Plan concentrates on meeting the needs of Avondale and developing sub-regional connectivity by refining the various transit concepts outlined in the SWVLTSS. The implementation plan provides more detailed cost estimates and capital requirements, develops a service implementation schedule, and expands on the funding analysis.

BUDGET IMPACT:
There is no fiscal impact for City Council to review and accept this plan. The plan will provide guidance for Avondale staff when pursing funding opportunities.

RECOMMENDATION:
For information, review and discussion.

ATTACHMENTS:

Description

Avondale Implementation Plan

Avondale Transit Implementation Plan

September 2015

TABLE OF CONTENTS

1.0 ANALYSIS OF RELEVANT SWVLTSS KEY FINDINGS AND RECOMMENDATIONS 1

1.1 Data Analysis 2

1.2 Public Input 3

1.3 SWVLTSS Key Findings and Recommendations 4

1.4 Refine SWVLTSS Service Concepts 9

1.5 Area-Specific Studies and Destinations 9

1.6 Short-Range Transit Program Evaluation Methodology 9

1.7 Transit-Dependent Population Analysis 11

1.8 Operational Analysis 14

1.9 Source of Funding 15

1.10 ZOOM North Neighborhood Circulator 15

1.11 Route 29 – Thomas Rd. 17

1.12 Route 131 – Dysart Rd. 18

1.13 Route 131 Northbound From Lower Buckeye Rd. 18

1.14 Express Service 20

1.15 Early Action Improvements 20

1.16 Americans with Disabilities Act Service 20

2.0 DETAILED TRANSIT OPERATIONS AND CAPITAL IMPLEMENTATION PLAN AND FUNDING STRATEGIES 21

2.1 Funding Sources 21

2.2 Financial Plan 23

2.3 Potential Funding Solutions 24

3.0 PASSENGER FACILITY REQUIREMENTS 28

3.1 Existing Improvements 28

3.2 Identifying long-range improvements 30

4.0 CONCLUSION 32

DRAFT

TABLE OF FIGURES

Figure 1-SWVLTSS Study Area 2
Figure 2-Study Area and Service Area 3
Figure 3-Short-term Recommendations 6
Figure 4-Mid-term Recommendations 7
Figure 5-Long-term Recommendations 8
Figure 6-Low-Income Census Tracts 11
Figure 7-Minority Census Tracts 12
Figure 8-Zero-Auto Households 12
Figure 9-Population Density 2020 13
Figure 10-Employment Density 2020 13
Figure 11-Transit Service Investment Area 14
Figure 12-ZOOM North Circulator Routing 16
Figure 13-Route 29 Routing 17
Figure 14-Route 131 Routing 19
Figure 15-Operating Revenues and Expenditures: FY 2015 – 2030 27
Figure 16-Capital Revenues and Expenditures: FY 2015 – 2030 27
Figure 17-Total Revenues and Expenditures: FY 2015 – 2030 28
Figure 18-Proposed Improvements to Existing Bus Stops 29
Figure 19-Proposed Improvements to Future Stops 31

TABLE OF TABLES

Table 1-Short-term Recommendations (entire study area) 6
Table 2-Mid-term Recommendations (entire study area) 7
Table 3-Long-term Recommendations (entire study area) 8
Table 4-FY14 Transit Performance Quartiles 10
Table 5-Financial Plan FY2015-2030 25
Table 6- Proposed Transit Service Summary Table - General Characteristics 32

DRAFT

AVONDALE TRANSIT IMPLEMENTATION PLAN
FINAL REPORT

INTRODUCTION

In 2013, the Maricopa Association of Governments (MAG) completed the Southwest Valley Local Transit System Study (SWVLTSS). The study identified short-, mid- and long-term transit service recommendations for the City of Avondale and surrounding communities. In 2014, the City of Avondale requested the assistance of Valley Metro to develop a regionally connected local transit implementation plan to help guide the short-term and mid-term investments of transit services and capital improvements in the city.

This implementation plan concentrates on meeting the needs of Avondale and developing sub-regional connectivity by refining the various transit concepts outlined in the SWVLTSS. The implementation plan provides more detailed cost estimates and capital requirements (passenger facilities needs and location, fleet, etc.), develops a service implementation schedule, and expands on the funding analysis. The implementation plan tasks are as follows:

Task 1: Analysis of Relevant SWVLTSS Key Findings and Recommendations
Task 2: Refine SWVLTSS Service Concepts
Task 3: Prepare Detailed Transit Operations and Capital Plan
Task 4: Funding Strategies

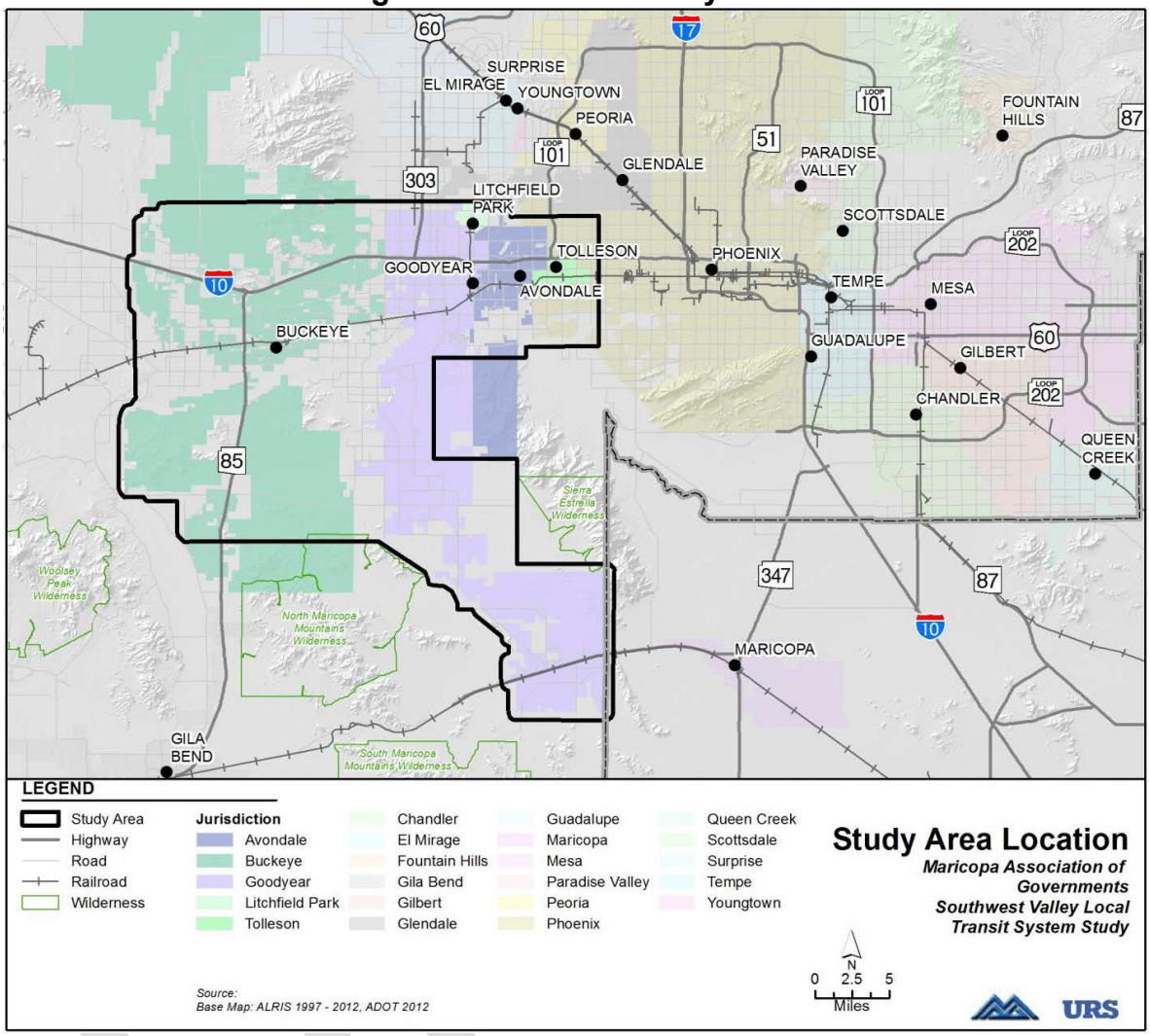
Each of these tasks are defined and summarized in Sections 1-4 below.

1.0 ANALYSIS OF RELEVANT SWVLTSS KEY FINDINGS AND RECOMMENDATIONS

The SWVLTSS was conducted to assess the transit service needs within the Southwest Valley of the Phoenix Metropolitan region. The study area comprised portions of the cities of Phoenix, Avondale, Goodyear, Tolleson, Litchfield Park, Buckeye and unincorporated portions of Maricopa County (see Figure 1). These communities, through the representation of city staff via the Project Management Team, worked with MAG and Valley Metro to identify short- (by 2015), mid- (by 2020) and long-term (beyond 2030) strategies to improve and expand transit service in the sub region (MAG, 2013).

DRAFT

Figure 1-SWVLTSS Study Area



The SWVLTSS took a multi-pronged approach to identify the transit markets and needs in the Southwest Valley. The study approach was the following: data analysis (e.g. MAG travel demand model and demographic/socioeconomic analysis), public input (e.g. stakeholder meetings, online and in-person surveys) and a Transit Summit, an event where elected officials, stakeholder agencies/jurisdictions, members of the public and local media performed a tabletop planning exercise.

1.1 Data Analysis

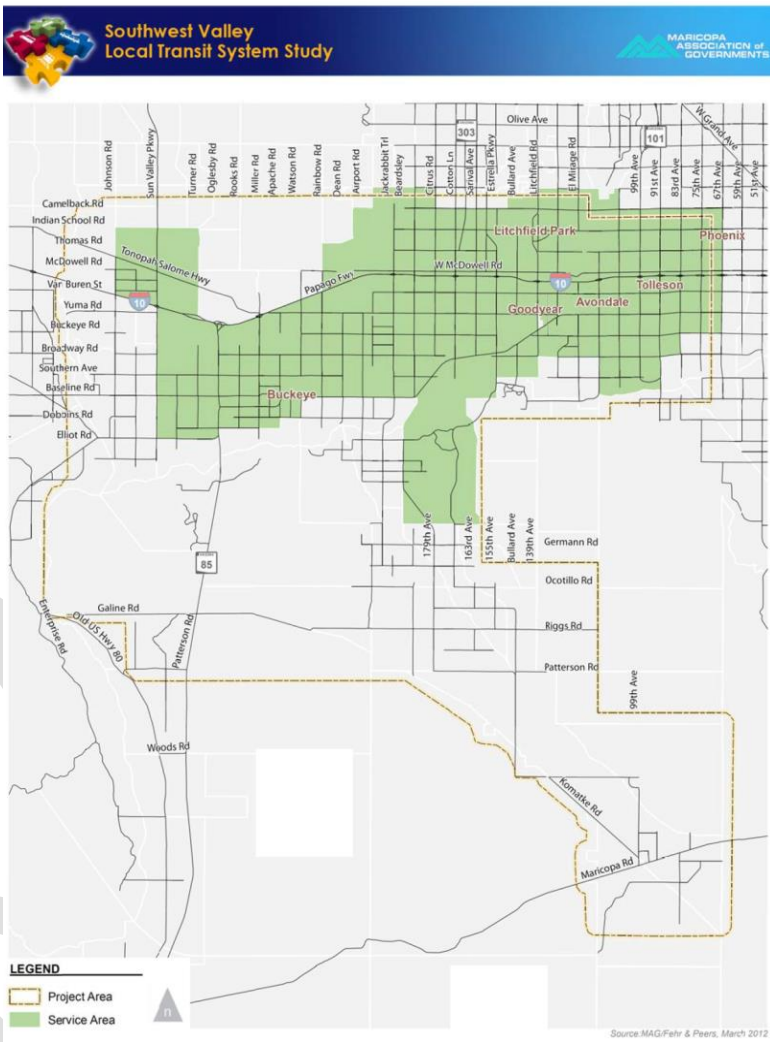
The study analyzed the sub region using United States Census demographic and socioeconomic data, MAG socioeconomic projections, travel pattern data from the MAG travel demand model, existing transit service performance, peer review and stakeholder feedback on transit priorities and deficiencies. In order to refine the sub region into a

manageable transit service area that could support effective and efficient transit through the next 20 years, the study applied the following screening factors:

- Socioeconomic indicators and development densities, yielding minimum population and employment densities to support transit service
- Downtown and major activity center locations, yielding points of interest and destinations for transit users
- Overall trip patterns, yielding district-by-district breakdown of all trips occurring, and projected to occur, in the study area

The result of the sub regional analysis was a service area that could support productive transit network. Figure 2 denotes the result of the service area analysis; the yellow outline denotes the overall study area while the green shading represents the service area.

Figure 2-Study Area and Service Area



1.2 Public Input

As part of the SWVLTSS, a survey was administered to area residents via the web as well as through community events and major activity centers[1]. The survey, available between February and March 2012, consisted of 28 questions and elicited over 2,000 responses. City of Avondale residents represented 10% of the overall survey respondents.

The survey results indicated that most of the respondents do not currently use transit. According to the survey, those respondents that do use transit are more likely to live in

[1] Go to https://www.azmag.gov/Projects/Project.asp?CMSID=4173 for the final survey report and a copy of the survey instrument.

the northeastern part of the study area, i.e. Avondale (where transit is currently provided) and typically have one vehicle available in the household. For current and potential transit users, the key factors to determine whether they would opt to use transit were accessibility service frequency. These reasons were crucial factors for the study's key recommendations. Survey respondents also provided hundreds of potential locations where transit service would be convenient or suitable; the study team reviewed these and integrated them into the consideration of current activity centers in the study area.[2] Other interesting survey results were:

- Those age 40 and under constituted 28% of all respondents; age 41-55 constituted 32%; age 56 and over constituted 40%.
- The largest number of respondents (58%) has lived in the Southwest Valley between 1 and 10 years.
- Almost two-thirds of the respondents (65%) have two or more vehicles available for their use.
- Only six percent reported no access to a vehicle and 95% have a driver's license.
- The most frequent trips made (four or more times a week) are work trips.
- The shortest trips are to elementary and high school destinations.
- Seventy percent (70%) reported they would use transit if it were as convenient as the car.
- Most people reported they do not use transit because there is no service in their area (47%) or the bus does not go where they want to go (42%).
- Half of the respondents strongly agree that local transit helps the economy.

A Transit Summit was held on April 2012 in Avondale. During the summit, about 50 participants from the public to elected officials worked in groups to brainstorm and identify the study area's transit focus areas (i.e., identifying key activity centers, transit service characteristics and critical needs). The summit feedback was used alongside the data and feedback collected to refine the service area and study recommendations to reflect local values and objectives.[1]

1.3 SWVLTSS Key Findings and Recommendations

Data analysis efforts, public input and Transit Summit input provided the base which identifies the overall service area. Additional analysis, specifically focusing on route performance and cost-effectiveness, identified transit coverage within the service area.
In order to develop phases of the transit network by timeframe, the study drew upon the existing short-term transit network and identified a performing long-range transit network; the mid-term network was produced by linking the short- and long-term networks.

[2] Source: Southwest Valley Local Transit System Study – Local Transit System Plan, May 2013. MAG.

The study performed a multi-step process to identify transit improvements by the different periods. First, the study looked at existing operating routes and their level of service as well as those routes or improvements identified in the Regional Transportation Plan (RTP) to be implemented within the next five years. The next step was to identify long-term improvements and the potential transit network.

To identify the long-term network, the study blanketed the overall service area with fixed-route local transit service, also known as a rich-grid network. Using this rich-grid network as a starting point, data analysis was then conducted using the MAG travel-demand model to identify the level of transit service appropriate for the projected population and land use. By using the overall route productivity of the network, the study removed those routes that were below the targeted boardings per revenue mile (also known as total number of passengers per mile of service). The boarding-per-revenue-miles target in the study area was 1.2 to 1.3, and routes performing below this threshold were not considered productive enough for implementation at this time.

The last step was to identify the mid-term improvements and transit network by connecting both the short-term and long-term improvements by identifying timeframes for gradual service enhancement. The following is the list of improvements defined in the study for the City of Avondale:

Short-term (see Figure 3, Table 1 for additional information):

- Improve frequency on existing Routes 17A and 3 (west of Desert Sky Mall) from 60 to 30 minutes.
- Promote transit accessibility

Mid-term (see Figure 4, Table 2 for additional information):

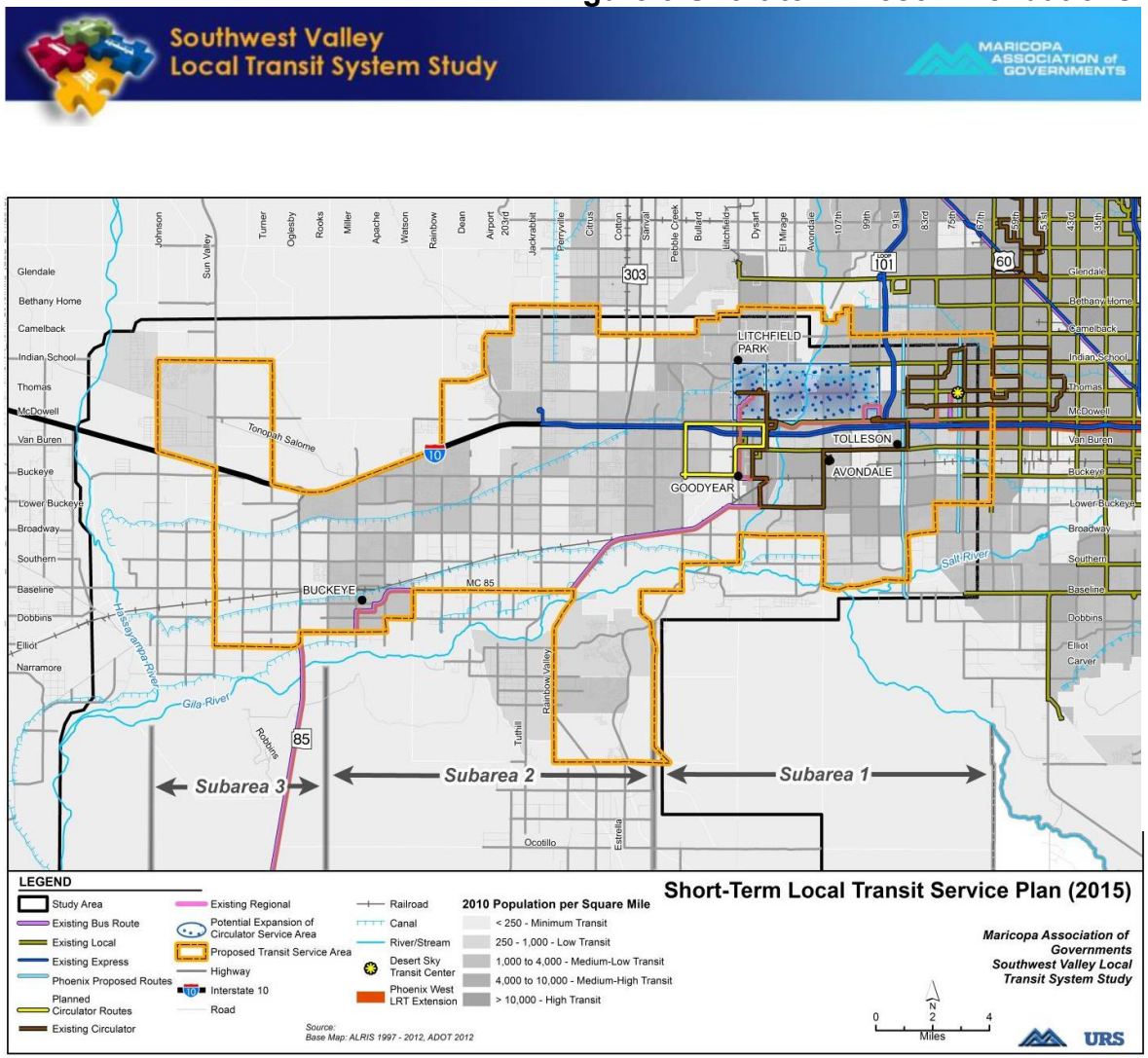
- Extend arterial grid fixed-route service
- Expand/revise circulator services

Long-term (see Figure 5, Table 3 for additional information):

- Extension of arterial grid fixed-route service
- Improve service frequencies

DRAFT

Figure 3-Short-term Recommendations



	Short-Term
Governance Actions	• Local implementation of circulators • Establish subarea coordination to plan and finance expansion of arterial grid bus system • Link transit and land use in decision-making
East-West Arterial Routes	
McDowell Road (17)	30 min service to Litchfield[2]
Van Buren (3)	30 min service to Litchfield[2]
Thomas Road (29)	No change Serve area with circulators west of 91st Ave
Indian School Road (41)	No change Serve area with circulators
Buckeye Road (13)	No change Serve area with circulators
North-South Arterial Routes	
75th Avenue	No service
83rd Ave/Southern	No service
91st Avenue	No service
99th Avenue/Southern	No service
Litchfield Road (139)	No service Serve area with circulators
Dysart Road (131)	No service Serve area with circulators
Circulators	
ZOOM – Avondale, Tolleson	Expand service coverage (potentially with new loop to north)
Goodyear	Implement recommended pilot route as two-way loop.
Buckeye	Design pilot route.
Flex Services	None
ADA Services	Expand to cover Goodyear circulator pilot route.

NOTES

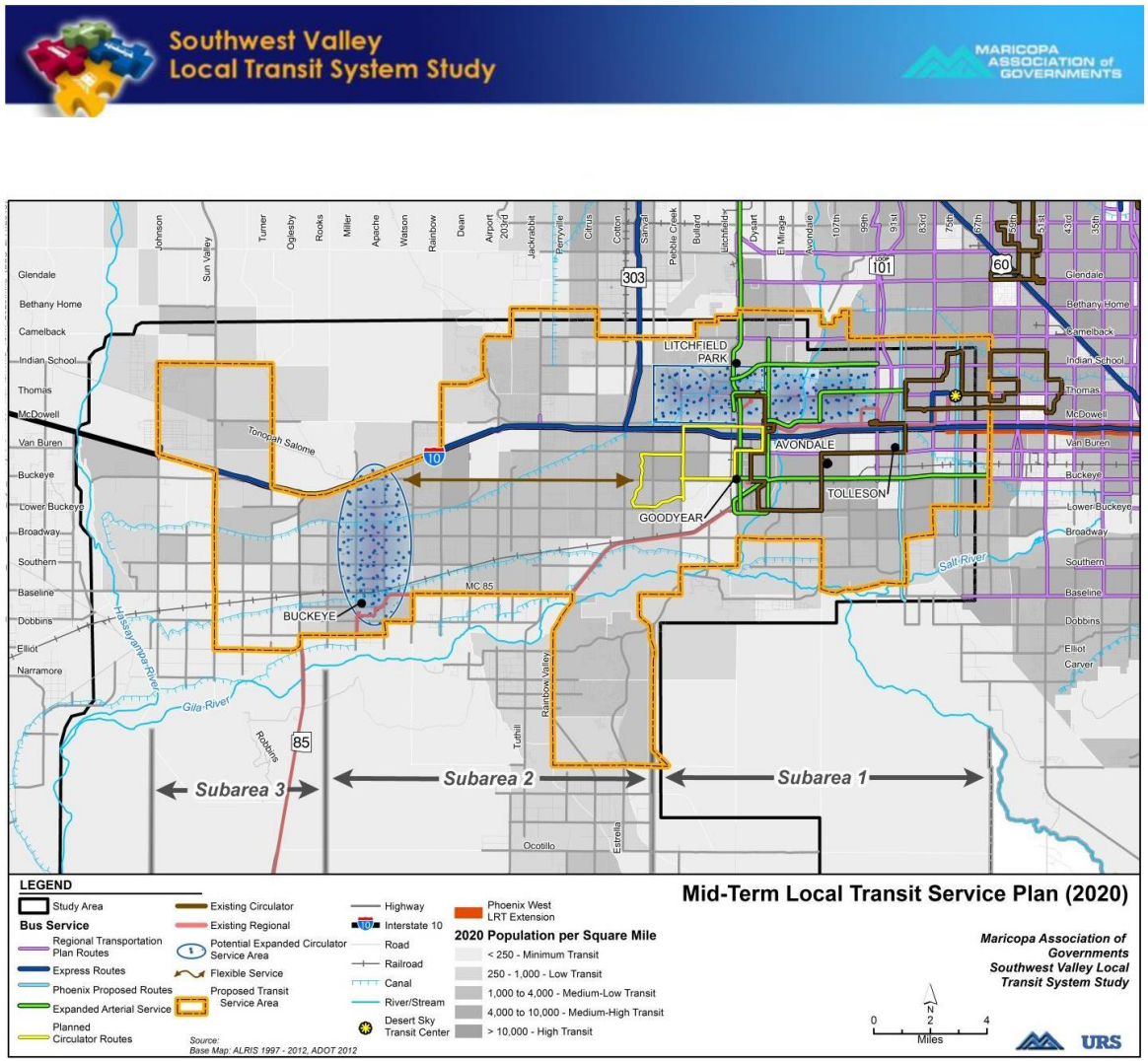
[1]60-minute service is noted for these routes because the connecting service is estimated to operate every 60 minutes. 30-minute headway is the desired service level.

[2] Potential for McDowell and Van Buren routes to be interlined.

Since the completion of the SWVLTSS routes 17 and 17A were combined and extended to Pebble Creek Pkwy. in the City of Goodyear. Routes 75 and 83 were launched in the City of Phoenix. A new park-and-ride was built in Avondale and Express Route 563 began serving it. In October of 2015 a new Desert Sky Mall Transit Center will be constructed on the southeast corner of 79th Ave. and Thomas Rd. and the ZOOM circulator will be extended further into the City of Goodyear.

Table 1-Short-term Recommendations (entire study area)

Figure 4-Mid-term Recommendations



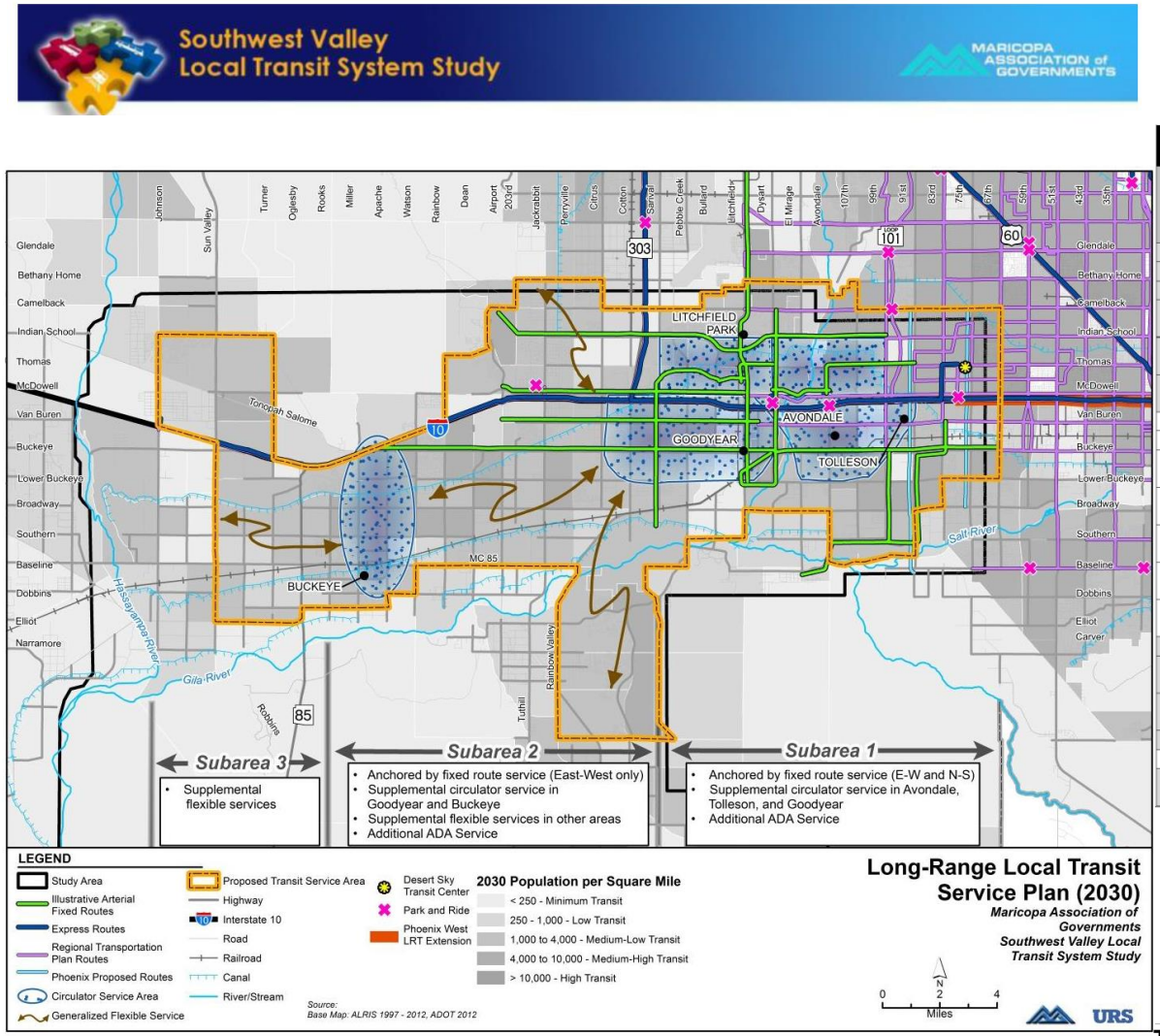
Southwest Valley
Local Transit System Stu

	Mid-Term (By 2020)
Governance Actions	• Implement subarea strategy for expansion of arterial grid bus system
East-West Arterial Routes	
McDowell Road (17)	30 min service to Litchfield
Van Buren (3)	30 min service to Litchfield
Thomas Road (29)	60 min service to Litchfield[1] (Match connecting service)
Indian School Road (41)	60 min service to Litchfield[1] (Match connecting service)
Buckeye Road (13)	30 min service to Litchfield Flex route service to Buckeye
North-South Arterial Routes	
75th Avenue	Phoenix proposed route south to Broadway
83rd Ave/Southern	No service
91st Avenue	Phoenix proposed route on 91st Ave south to Baseline
99th Avenue/Southern	No service
Litchfield Road (139)	30 min service north from Lower Buckeye
Dysart Road (131)	30 min service north from Lower Buckeye
Circulators	
ZOOM – Avondale, Tolleson	Modify route(s) or service to respond to conditions.
Goodyear	Implement/improve circulator service: western extension and/or north loop.
Buckeye	Implement pilot route.
Flex Services	1 route – Goodyear to Buckeye
ADA Services	Expand per changes in local and circulators (extend to Buckeye).

NOTES
[1]60-minute service is noted for these routes because the connecting service is estimated to operate every 60 minutes. 30-minute headway is the desired service level.
[2]Potential for McDowell and Van Buren routes to be interlined.

Table 2-Mid-term Recommendations (entire study area)

Figure 5-Long-term Recommendations



	Long-Term (2030)
Governance Actions	• Complete and optimize transit plan for the service area
East-West Arterial Routes	
McDowell Road (17)	30 min service to Airport Rd/Verrado Way
Van Buren (3)	30 min service to Airport Rd/Verrado Way
Thomas Road (29)	30 min to Sarival
Indian School Road (41)	30 min service to Verrado Way
Buckeye Road (13)	30 min service to Miller Rd
North-South Arterial Routes	
75th Avenue	Phoenix proposed route south to Broadway
83rd Ave/Southern	30 min service connecting to RTP route and south to Baseline
91st Avenue	Phoenix proposed route on 91st Ave south to Baseline
99th Avenue/Southern	30 min service connecting to RTP route and south to Baseline
Litchfield Road (139)	30 min service north from Lower Buckeye
Dysart Road (131)	30 min service north from Lower Buckeye
Circulators	
ZOOM – Avondale, Tolleson	Modify route(s) or service to respond to conditions.
Goodyear	Modify route(s) or service to respond to conditions.
Buckeye	Expand/modify route to respond to conditions.
Flex Services	4 routes TBD based on future conditions
ADA Services	Expand per local and circulators.

NOTES

[1]60-minute service is noted for these routes because the connecting service is estimated to operate every 60 minutes. 30-minute headway is the desired service level.

[2]Potential for McDowell and Van Buren routes to be interlined.

Table 3-Long-term Recommendations (entire study area)

1.4 Refine SWVLTSS Service Concepts

The SWVLTSS outlined six specific route improvements for the region that traverse or connect directly to Avondale. Those improvements include:

- Route 13 – Buckeye Rd.: It was recommended to improve the frequency and extend the route further west to Miller Rd. in Buckeye.
- Route 29 – Thomas Rd.: It was recommended to improve the frequency and extend the route further west to Sarival Rd. in Goodyear.
- Route 41 – Indian School Rd.: It was recommended to improve the frequency and extend the route further west to Verrado Way in Buckeye.
- Route 131 – Dysart Rd.: A new route was recommended along Dysart Rd. from Lower Buckeye Rd. to Camelback Rd. in Litchfield Park.
- ZOOM North Circulator – A general circulator area was identified bound by I-10W to the south, 99th Ave. to the east, Indian School Rd. to the north and Dysart Rd. to the west.

This plan refined those six proposals using the following factors:

- Area-specific studies and destinations
- Short Range Transit Program (SRTP) evaluation methodology (which is derived from the Valley Metro Board-adopted Transit Standards and Performance Measures)
- Transit-dependent population analysis
- Operational analysis

1.5 Area-Specific Studies and Destinations

Area-specific studies refer to the analysis within the Southwest Valley Transit System Study as well as the Avondale Circulator Study. Area-specific destinations were identified and refined with the help of Avondale staff.

1.6 Short-Range Transit Program Evaluation Methodology

The SRTP evaluation methodology refers to the procedure taken by Valley Metro to identify service improvements over the next five years. The methodology builds upon previous and ongoing Valley Metro efforts, including Transit Life Cycle Program policies and Transit Standards and Performance Measures. The SRTP used the following methodology to refine the local fixed-route service improvements[3]:

[3] The ZOOM circulator option was analyzed using a more suitable methodology for circulator service

- **Adherence to Valley Metro Board-adopted service provision goals**
  - Implement services identified in the Regional Transportation Plan (RTP) in consideration of a performance-based system
  - Give high priority to services that focus on the transit-dependent populations
  - Provide transit service that is desirable as an alternate mode to automobile travel
  - Improve Valley Metro's overall performance and promote the long-term financial stability of the agency
  - Promote expansion that builds existing services to meet standards and focuses new services in key areas, including the following:
    1. Higher population density
    2. Limited auto availability
    3. Low income
    4. Major activity centers

- **Performance in relation to the Transit Standards and Performance Measures Valley Metro Board adopted (TSPM) quartiles**
  - The quartiles serve as a tool for comparing and measuring the relative performance of individual services/operations by transit service-type category (e.g., Local and Key Local). The FY14 quartile metrics are provided in Table 4 below.

Table 4-FY14 Transit Performance Quartiles

QUARTILES	On Time Performance	Boardings/ Revenue Mile	Boardings/ Revenue Hour	Farebox Recovery
Local (Lower Quartile)	93%	1.19	16.43	15%
Local (Upper Quartile)	96%	2.07	27.05	27%
Key Local (Lower Quartile)	90%	2.09	27.28	26%
Key Local (Upper Quartile)	93%	2.81	34.84	31%

- **Improvement of transit propensity and coefficients**
  - The TSPM process developed a transit-propensity methodology to quantify route performance (boardings/revenue mile) in existing or new transit corridors. The methodology is as follows:

A)	*Total population within ½ mile of corridor*	x	*0.013*	=	*Projected Daily Boardings 1 (population)*
	Population below poverty within ½ mile of corridor	x	*0.067*	=	*Projected Daily Boardings 2 (poverty)*
	Total zero-auto households within ½ mile of corridor	x	*0.687*	=	*Projected Daily Boardings 3 (zero-auto households)*

B)

$$\frac{\text{Projected Daily Boardings 1 (population)} + \text{Projected Daily Boardings 2 (poverty)} + \text{Projected Daily Boardings 3 (zero-auto HH)}}{3} = \text{Projected Average Daily Boardings}$$

Equation 1-TSPM Average Daily Boarding Methodology

1.7 Transit-Dependent Population Analysis

Regarding transit dependent population analysis, the plan evaluated concentrations of low-income population, minority population, zero-auto households, population density and employment density. The following series of maps detail the concentration of each population within Avondale.

Figure 6-Low-Income Census Tracts

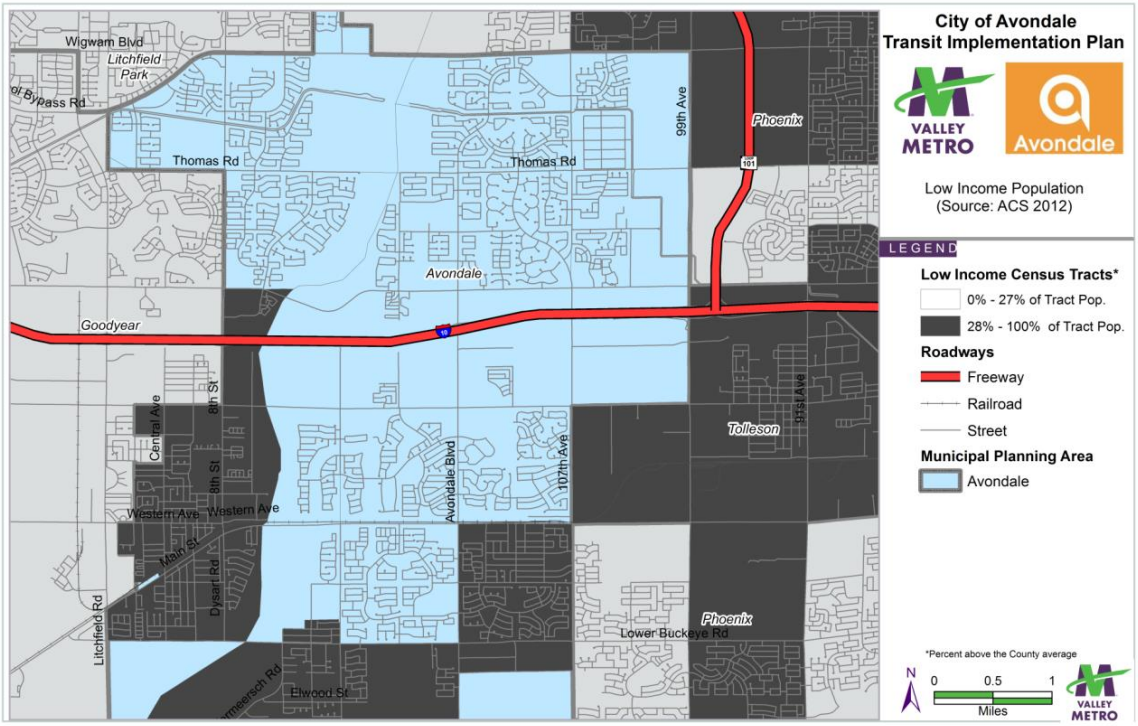


Figure 7-Minority Census Tracts

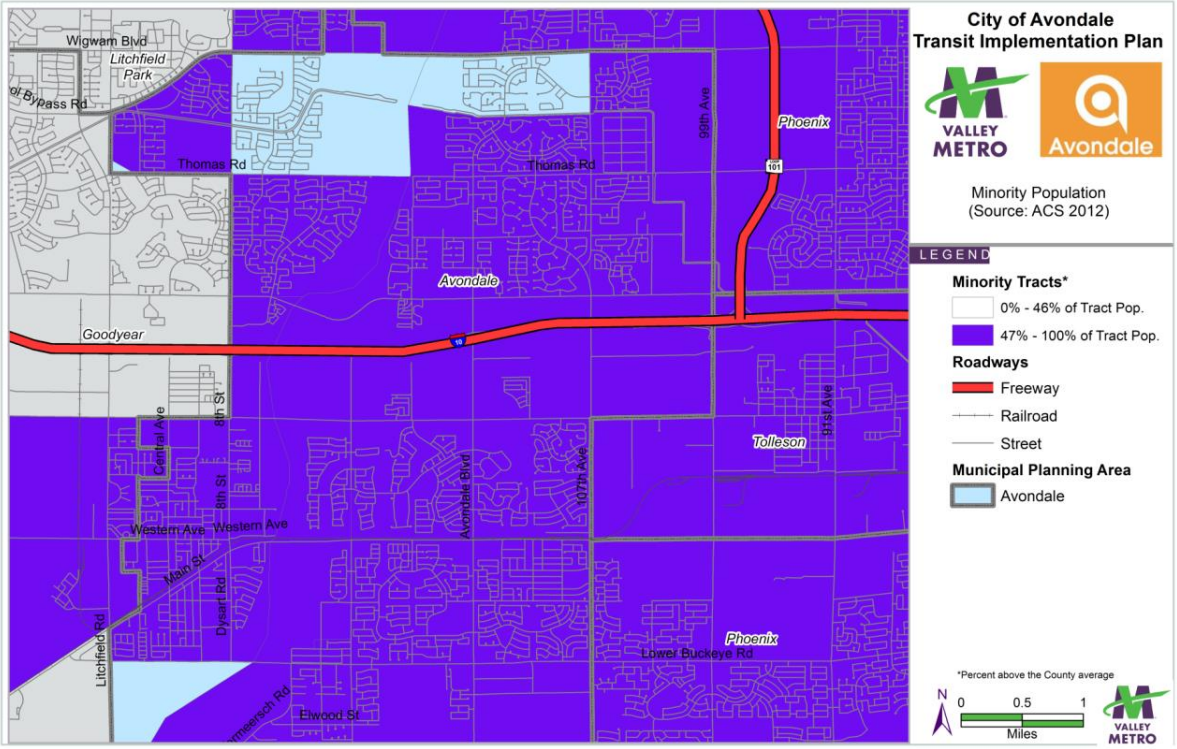


Figure 8-Zero-Auto Households

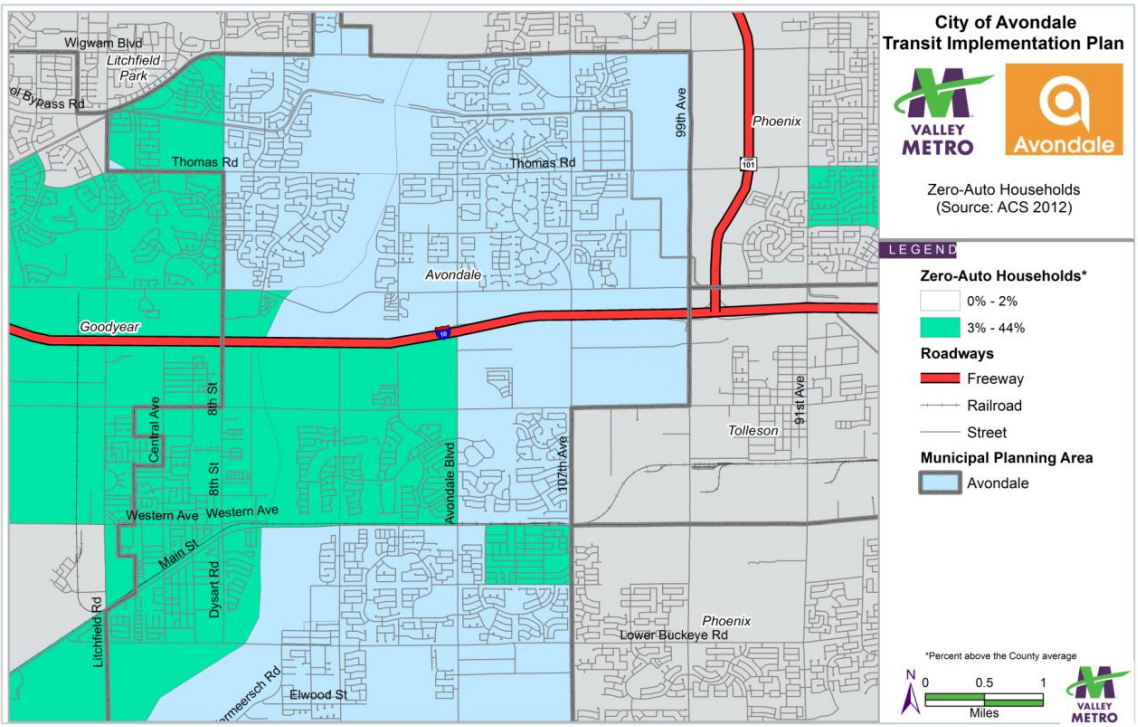


Figure 9-Population Density 2020

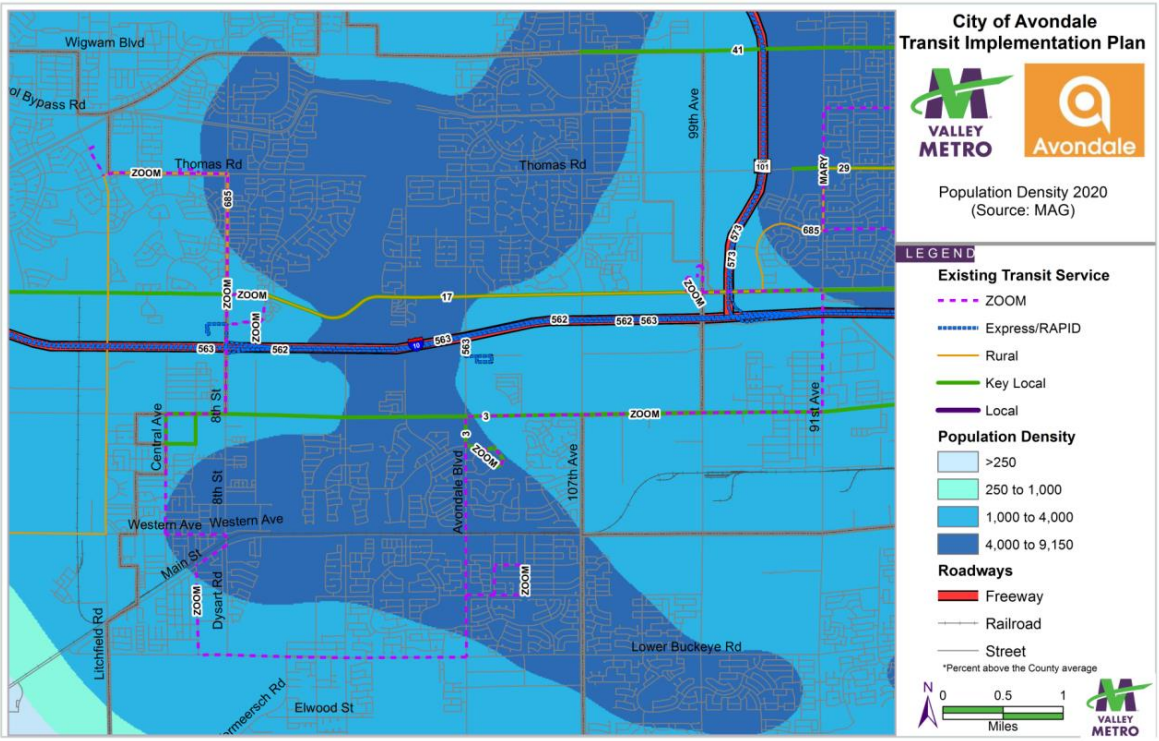


Figure 10-Employment Density 2020

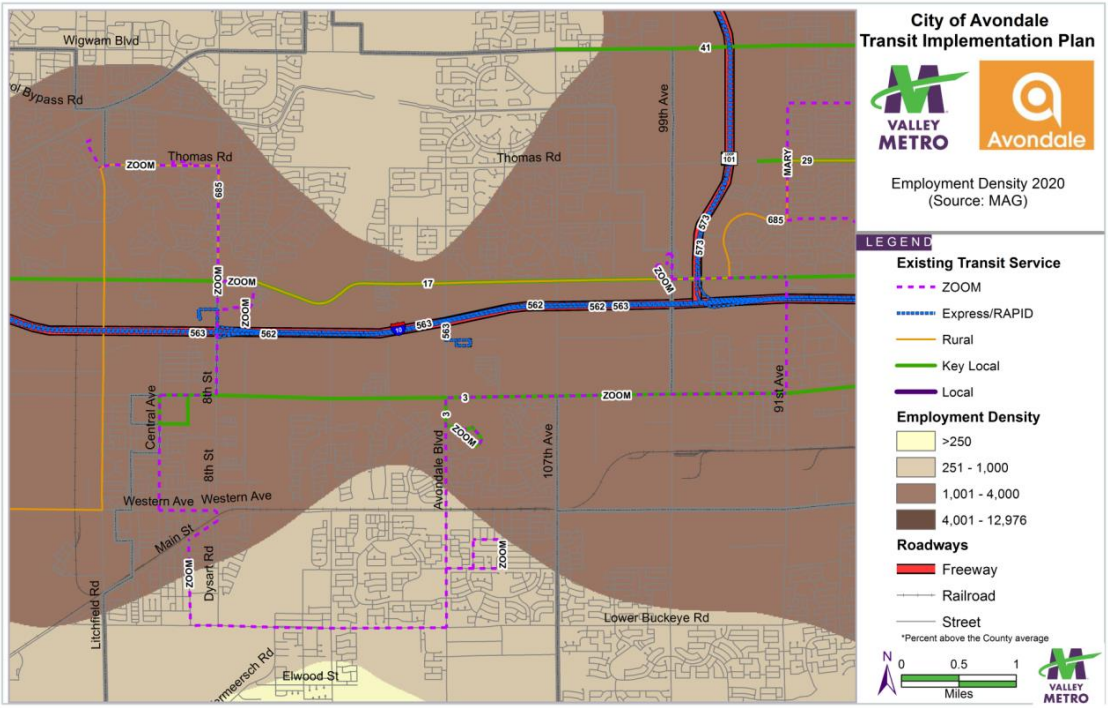
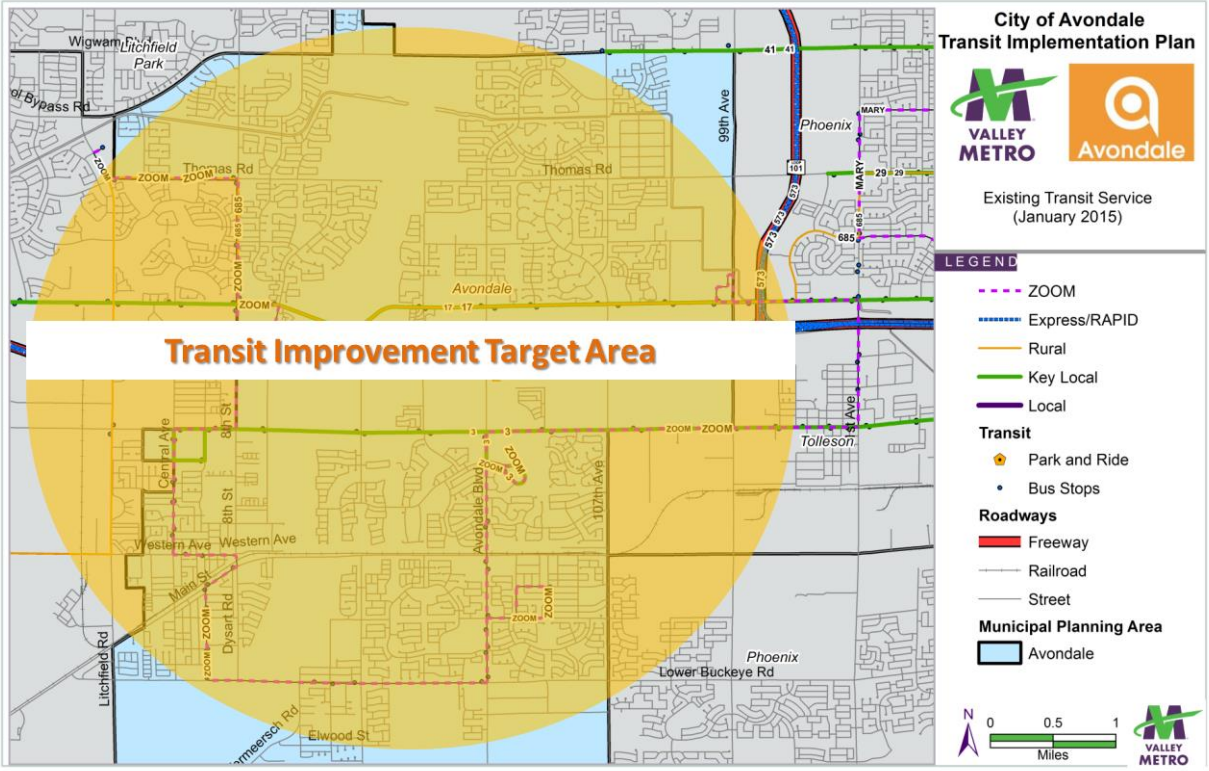


Figure 11-Transit Service Investment Area



The analsysis confirmed the service area identified in the SWVLTSS.

1.8 Operational Analysis

Lastly, staff adjusted each route for its operational practicality. The items analyzed and routes modified were:

- **Minimize route duplication** – Route duplication dilutes the route productivity of all overlapping routes. Through this analysis, several extensions were reconsidered. Extending Route 41 – Indian School Rd. further west into Avondale was omitted since the portion of the route within the city would be covered by the Avondale North Circulator. In addition, the extension of Route 29 was omitted further west to Dysart Rd. due to the lack of Thomas Rd.'s street network connectivity over the Agua Fria River; if the route was extended to and beyond Dysart Rd. it would duplicate service along McDowell Rd.
- **Land availability for necessary bus stop improvements** – Staff analyzed the extension of Route 13 – Buckeye Rd. from 75th Ave. to Litchfield Rd. This is a straight connection into Phoenix; however, there are heavy-rail tracks on the north side of Buckeye Rd. from 107th Ave. to Dysart Rd. There are no sidewalks or stops along the tracks. Installing those amenities would require coordination with the railroad and could be cost prohibitive.

1.9 Source of Funding

Adjusted route lengths for location within the City of Avondale as the entity is the primary funding source and sponsoring agency for the enhanced services.

This analysis resulted in a recommendation to advance or not advance with the following improvements:

- Advance:
  - ZOOM North Circulator – A circulator area bound by I-10W to the south, 99th Ave. to the east, Indian School Rd. to the north and Dysart Rd. to the west.
  - Route 29 – Thomas Rd. Connect to the Avondale Civic Center.
  - Route 131 – Dysart Rd. The route would operate along Dysart Rd. from Lower Buckeye Rd. to Indian School Rd.
- Not advance:
  - Route 13 – Buckeye Rd. Due to infrastructure challenges along the heavy-rail corridor, this route was deemed not feasible for implementation. Route 41 – Indian School Rd. This route was deemed not necessary for implementation due to the implementation of the ZOOM North neighborhood circulator and duplication of service along Indian School Rd. by both services.

The following sections provide a route-by-route breakdown for the recommended improvements with additional details.

1.10 ZOOM North Neighborhood Circulator

Vehicle routing

The original SWVLTSS only identified a general circulation area for the ZOOM North circulator. Through land use data analysis and input from Avondale staff regarding the priority to connect to area schools and major activity centers, the final recommended alignment for the circulator is approximately 10 miles (See Figure 12).

The turn-by-turn route description is as follows:

- ZOOM North Eastbound: from the Walmart Super Center continue west on Rancho Santa Fe Blvd.; north on Dysart Rd.; east on McDowell Rd.; north on Rancho Santa Fe Blvd.; west on Encanto Blvd.; north on Santa Fe Trail; east on Indian School Rd.; south on 107th Ave.; west on Lakeshore Dr.; south on 111th Ave./Crystal Gardens Pkwy./107th Ave.; east on McDowell Rd; north on 100th Ave. into Gateway Pavilions Shopping Center; east at stop sign; north at last parking row before 99th Ave.; east at stop sign; exit south on 99th Ave. Last stop is southbound 99th Ave. near shopping center entrance.
- ZOOM North Westbound: first stop is southbound 99th Ave. near shopping center entrance; south on 99th Ave.; west on McDowell Rd.; north on 107th Ave./Crystal Gardens Pkwy./111th Ave.; east on Lakeshore Dr.; north on 107th

DRAFT

Ave.; west on Indian School Rd.; south on Santa Fe Trail; east on Encanto Blvd.; south on Rancho Santa Fe Blvd. to the layover at the Walmart Super Center.

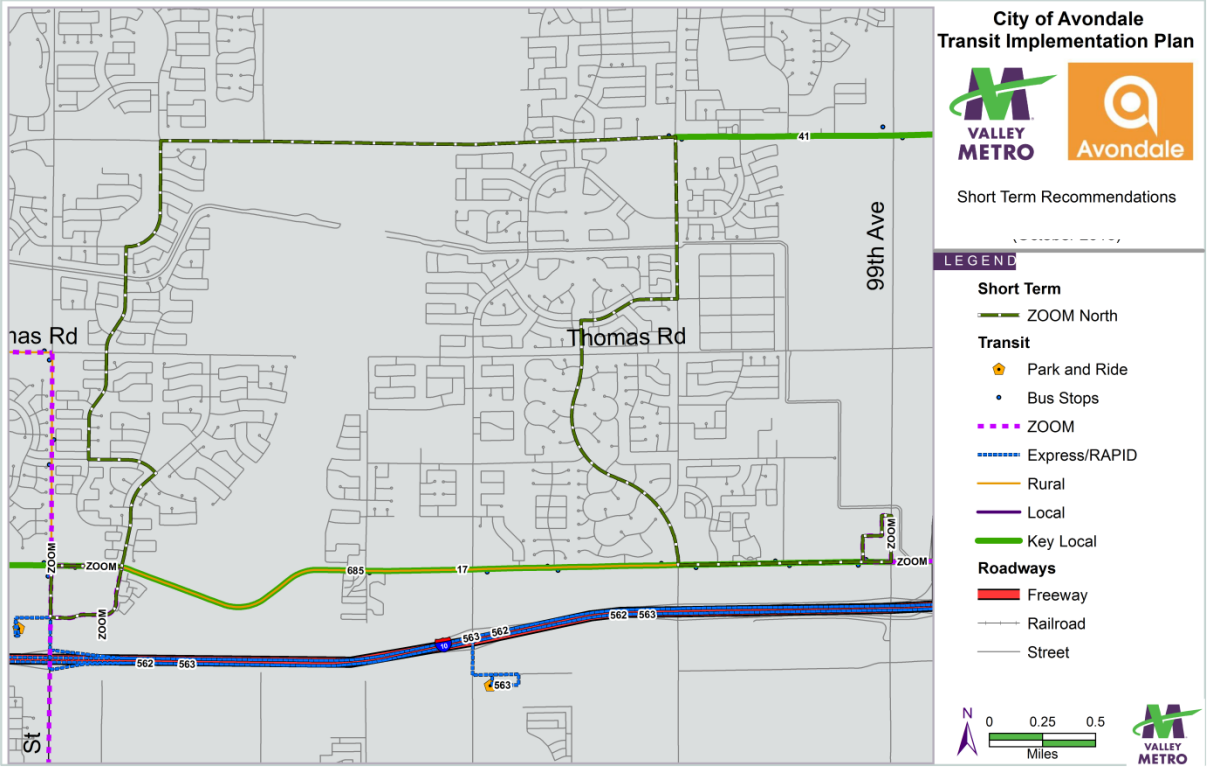


Figure 12-ZOOM North Circulator Routing

Operating characteristics

The service is proposed to launch October 2017, operating Monday-Friday, 16 hours a day, at 30-minute frequency. On Saturday, the route would operate 14 hours a day, at 30-minute frequency. No Sunday service is planned at this time. The approximate number of annual operating miles is 195,000, which equates to an approximate gross annual operating cost (FY15 dollars) of $780,000 and a net cost of $763,000 after fare recovery[4]. This improvement will require four (4) vehicles and one spare, costing a total of approximately $800,000.

Passenger stop locations

- Please refer to Task 3 – Detailed Transit Operations and Capital Implementation Plan.

Public time-table schedules

- Please refer to Appendix 1.

[4] The circulator service charges passengers a fifty cent fare per trip.

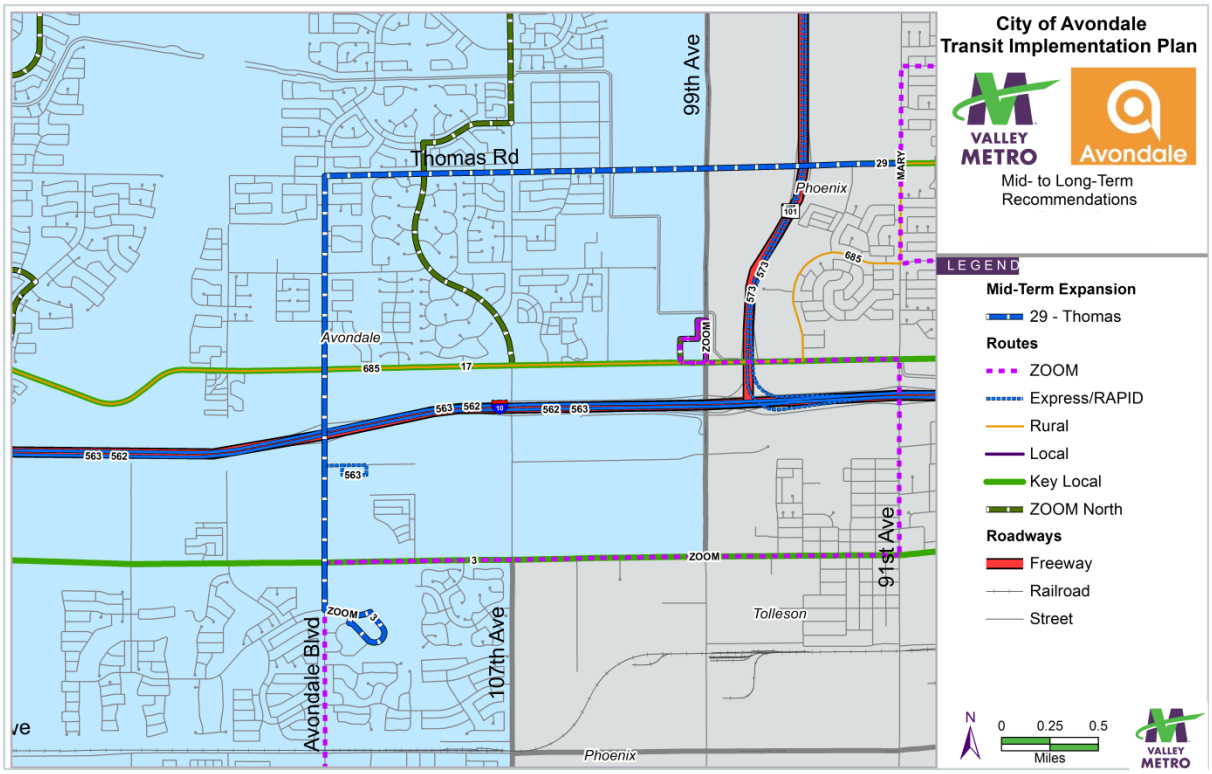
1.11 Route 29 – Thomas Rd.

Vehicle routing

The proposed routing for Route 29 is as follows:

- Route 29 Eastbound from 93rd Ave./Thomas Rd. to Thomas Rd./Pima Park (via Desert Sky Mall): from the Avondale Civic Center west on Civic Center Dr.; north on 114th Ave.; west on Coldwater Springs Blvd.; north on Avondale Blvd.; east on Thomas Rd.; south at third entrance into Desert Sky Mall to transit center; west then north through parking lot; exit at Light; east on Thomas Rd.; north into Pima Park's turnabout/parking lot at East (2nd) entrance; layover westbound in parking lot at bus stop sign.
- Route 29 Westbound from Thomas Rd./Pima Park to Avondale Civic Center (via Desert Sky Mall): exit west and south out of the turnabout/parking lot at West entrance; west on Thomas Rd.; south at first entrance (past 75th Ave.) into Desert Sky Mall Transit Center; west then north through parking lot; exit mall at stop light; west on Thomas Rd.; south on Avondale Blvd.; east on Coldwater Springs Blvd.; south on Civic Center Dr.; loop around Civic Center Dr. to dock at the bus stop in front of the library parking lot.

Figure 13-Route 29 Routing



Operating characteristics
The service is proposed to launch October 2020, operating Monday-Friday, 16 hours a day, at 30-minute frequency. On Saturday, the route would operate 14 hours a day, at 60-minute frequency. No Sunday service is planned at this time. The approximate number of annual operating miles is 125,000, which equates to an approximate gross annual operating cost (FY15 dollars) of $936,000 and a net cost of $843,000 (the route adheres to the regional fare structure). This improvement will require five (5) vehicles and one spare, costing a total of approximately $3,300,000. City of Phoenix operates this route and additional coordination is needed to properly plan for the fleet expansion.

Potential ridership based on existing similar services in the region

- Using the TSPM methodology for estimating new service performance potential, or the route propensity tool, the potential performance of the route extension was analyzed. The tool is intended for near-term implementation, within two years; however, the tool was used to understand which of the fixed-route services in this plan should be a priority for implementation[5]. Using the propensity tool and analyzing the entire extent of Route 29 from its current far east terminus to the Avondale Civic Center is anticipated to produce 3.14 boardings per revenue mile, significantly above the bottom quartile of Key Local routes of 2.09 boardings per revenue mile.

Passenger stop locations

- Please refer to Task 3 – Detailed Transit Operations and Capital Implementation Plan.

Draft public time-table schedules

- Please refer to Appendix 1.

1.12 Route 131 – Dysart Rd.

Vehicle routing
The proposed routing for Route 131 is as follows:

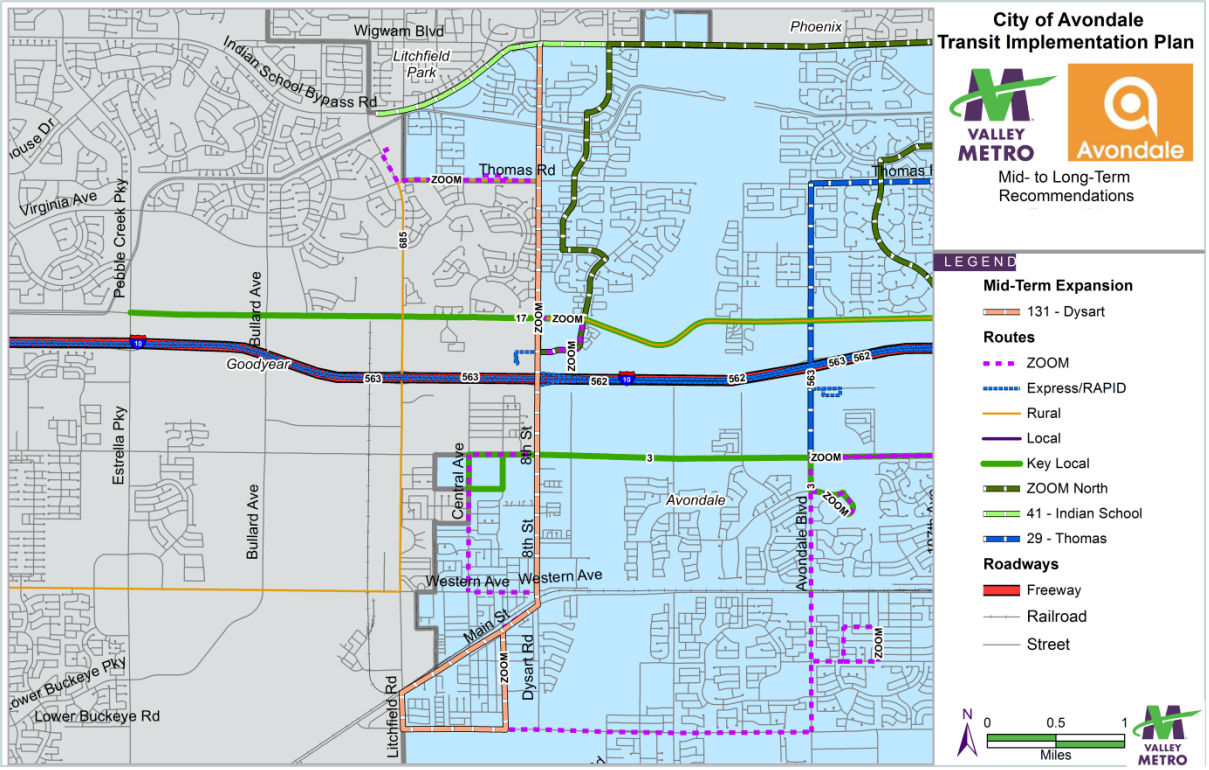
1.13 Route 131 Northbound From Lower Buckeye Rd.

Route 131 northbound from Lower Buckeye Rd. and 5th Ave. to Dysart Rd. and Indian School Rd.: west on Lower Buckeye Rd.; north on Litchfield Rd.; east on Main St.; north on Dysart Rd/8th St. to Indian School Rd.

- Route 131 southbound from Indian School Rd. and Dysart Rd. to Lower Buckeye Rd. and 5th Ave.: south on Dysart Rd/8th St.; west on Main St.; south on 4th St. to lay over on Lower Buckeye Rd. and 5th Ave.

[5] Go to http://www.valleymetro.org/publications_reports/transit_standards_performance_measures to learn more about the TSPM route propensity tool

Figure 14-Route 131 Routing



Operating Characteristics

The service is proposed to launch October 2024, operating Monday-Friday, 16 hours a day, at 30-minute frequency. On Saturday, the route would operate 14 hours a day, at 60-minute frequency. No Sunday service is planned at this time. The approximate number of annual operating miles is 101,000, which equates to an approximate gross annual operating cost (FY15 dollars) of $719,000 and a net cost of $647,000 (the route would adhere to the regional fare structure). This improvement will require two (2) vehicles and one spare, costing a total of approximately $1,700,000.

Potential ridership based on existing similar services in the region

- As previously noted, the TSPM route-propensity tool was used to estimate the new route's productivity. The route showed an estimated productivity of 1.29 boardings per revenue mile, above the bottom quartile of Local routes, which is 1.19 boardings per revenue mile).

Passenger stop locations

- Please refer to Task 3 – Detailed Transit Operations and Capital Implementation Plan

Draft public time-table schedules

- Please refer to Appendix 1.

1.14 Express Service

In October 2014 the City of Avondale implemented Express service to downtown Phoenix from the new Avondale Park-and-Ride. The level of service to and from the park-and-ride matches the Board adopted service standards (i.e. four morning and four evening trips). Demand on the current service is growing, however, at this time no additional service enhancements are needed. Service enhancements should be reviewed once service supply meets demand.

1.15 Early Action Improvements

In addition to fixed-route transit services, Valley Metro offers a number of other transportation demand management (TDM) strategies capable of providing additional transportation options to residents of Avondale at little or no cost to the city. Valley Metro Commute Solutions and their sharetheride.com website is an important implementation partner for connecting to employers and communicating viable transit, carpool, vanpool, telework, walk and bike options as the system expands and changes. Promoting sharetheride.com is a short-term solutions to support connectivity to where fixed route transit may not be warranted, it also helps establish a rider base that can be grown into fixed route transit riders over time. Carpooling and vanpooling enables groups who ride together to save money on fuel, insurance and maintenance. Vanpools work especially well for serving employers that have longer than average trip lengths or are relatively isolated from other development or activity centers, and hence may be uneconomical to serve with traditional transit.

1.16 Americans with Disabilities Act Service

The Americans with Disabilities Act (ADA) of 1990 requires alternative transportation called “paratransit” that mirrors available public transit be provided for people with disabilities who are unable, because of a disability or disabilities, to independently use public transit for at least some trips. The federally mandated service area is three-fourths of a mile, at a minimum, on each side of each fixed route merged together such that all origins and destinations within the area would be served. The City of Avondale adheres to the federal service area definition. Costs have been identified in the plan to cover the required ADA service area as existing routes expand or new routes are added. To be eligible for ADA service, individuals must be unable because of a disability or disabling health condition to independently use Valley Metro buses and light rail for at least some trips. Valley Metro’s process for determining ADA eligibility includes an application and an in-person eligibility assessment at the Valley Metro Mobility Center.

DRAFT

2.0 DETAILED TRANSIT OPERATIONS AND CAPITAL IMPLEMENTATION PLAN AND FUNDING STRATEGIES

Implementation of the recommended transit service and capital improvements in the Avondale-Goodyear Urbanized Area (UZA) are contingent upon the availability of a long-term sustainable funding source. Classified as a small urban area (population less than 200,000), the Avondale-Goodyear UZA has the flexibility to apply its apportioned Federal Urban Transit Formula Assistance Program (Section 5307) funding to transit operations (50 percent local match) and transit capital needs (15 percent local match). With a 2010 population of 197,041 (2010 U.S. Census), the Avondale-Goodyear UZA will likely be agglomerated with the Phoenix-Mesa UZA or be reclassified as a large UZA when the UZAs are re-evaluated after the next decennial census in 2020. Either designation will affect the Southwest Valley communities' ability to leverage federal funding for both operations and capital, as large urban areas are limited to applying Section 5307 funds to capital expenditures only. In addition, if agglomerated into the Phoenix-Mesa UZA, Southwest Valley communities would have to compete for available funding with other communities throughout the region.

The implementation of any new transit service requires a reasonable commitment by the sponsoring agencies to ensure that adequate funding is available to maintain the service for many years. This funding commitment is necessary to help attract and retain passengers who themselves may make significant personal and financial commitments such as choosing a residence, job, or school along or near a particular transit service.

This section provides a description of potential funding strategies for supporting the transit service and capital recommendations through year 2020 and beyond.

2.1 Funding Sources

Public Transportation Fund (PTF)

Transit revenues from Prop 400, the half-cent countywide sales tax originally authorized in 1986 and extended for 20 years in 2004, are deposited into the Public Transportation Fund (PTF) to support the projects programmed in the Regional Transportation Plan. PTF funds can be spent on regional projects, including local and express fixed-route service and complementary paratransit service as mandated by the Americans with Disabilities Act (ADA). Local (non-ADA) Dial-a-Ride services and circulator/connector fixed-route services do not qualify for PTF funds. As the Valley Metro Board of Directors is responsible for the PTF, project funding requests or changes would need to meet the adopted Valley Metro service standards and pass through the committee process for Board approval.

DRAFT

Arizona Lottery Funds (ALF)
Arizona Lottery Funds (ALF) are revenues generated by the Arizona State Lottery for the support of public transportation services. The transportation fund was created as a part of the state implementation plan to meet ambient air quality standards as required by the Clean Air Act. Areas with a population of 300,000 or more are required to spend all of their ALF funds on public transit services. In March 2010, the State legislature repealed a large portion of money ($22 million annually in Maricopa County out of $34 million statewide) that has supported public transportation services in the Valley for 30 years. In late 2011, a judicial ruling restored the lottery funding for transportation and designated the funding to be passed to the PTF, which RPTA is the designated financial administrator. Funds are available to cities each year and require an annual application and accounting documentation to prove that funds were spent appropriately.

Dedicated Sales Tax Revenue Fund
Avondale's Dedicated Sales Tax Revenue Fund is a voter-approved half-cent sales tax that became effective in July 2001, and has no sunset provision. According to Avondale's Comprehensive Annual Financial Report (CAFR), the use of these funds is restricted to maintaining, improving, renovating and constructing water, sewer systems and streets that serve the city's neighborhoods. In 2008, the fund's language was officially modified to include the word "transit", thereby enabling the use of these funds for transit services. It is anticipated that approximately 20 percent of this revenue could be committed to funding transit services in Avondale.

Section 5307: Urbanized Area Formula Grants
This federal program provides grants to Urbanized Areas (those with a population of more than 50,000) for transit capital, planning, job access and reverse commute projects. These funds can also be used for operating assistance for services that provide accessibility to jobs or reverse commute options. Funding for these types of projects is discretionary and awarded through a competitive process managed by the City of Phoenix, which is the region's designated recipient of federal funds. Capital funds under Section 5307 are programmed by Maricopa Association of Governments (MAG) through the Transportation Improvement Program (TIP) and follow MAG's programming guidelines.

Classified as a small UZA, Avondale is able to use a portion of their 5307 funding for operating costs (50 percent local match); however, this is expected to change following the next decennial census when Avondale will likely be agglomerated into the Phoenix-Mesa UZA or reclassified as its own large UZA. Upon reclassification, Avondale will only be able to use 5307 funds for capital costs (15 percent local match) and may have to compete with other communities throughout the region for available funding.

DRAFT

Passenger Fares
The fares collected from transit passengers represent another important source of funding for transit services. Although farebox recovery ratios vary between transit modes and even among individual routes, a five percent farebox recovery ratio was assumed for circulator service and ten percent recovery was assumed for local and express services. While these ratios are less than the observed averages in the Valley Metro FY2014 Transit Performance Report, conservative estimates were intentionally utilized to prevent overestimating actual revenue.

Advertising Revenue
Selling advertising space on transit facilities (bus stops, transit centers, etc.) and vehicles represents another potential source of funding for the City of Avondale. According to the TCRP report *Practical Measures to Increase Transit Advertising Revenues (2009),* sales of advertising in transit facilities and on vehicles generates approximately $500 million in revenue to transit agencies each year, and the industry is well positioned to grow. Although on average accounting for less than five percent of transit agencies' operating funds, transit advertising allows communities to leverage transit infrastructure to help fund the continued operation of transit services.

Local
In addition to the funding sources reviewed above, several cities throughout Maricopa County have implemented their own dedicated sales tax to fund transit services. As the transit network matures and the cost of providing service in Avondale exceeds available revenue sources, the City may want to consider implementing its own sales that will provide supplemental revenue to the regional PTF.

2.2 Financial Plan

A simplified financial plan has been prepared to document projected revenues from the sources described above and existing and projected expenditures (Table 5). It should be noted that all dollars in the financial plan are represented in year-2015 dollars (not adjusted for year of expenditure). Expenditures include operating and capital costs for the following existing and proposed transit services:

- *Existing*
    - Route 3 – Van Buren
    - Route 17 – McDowell Rd
    - Route 562 – Goodyear Express
    - Route 563 – Avondale/Buckeye Express
    - ZOOM
    - ADA services

DRAFT

- *Proposed*
    - ZOOM North (FY18)
    - Route 29 – Thomas Rd (FY21)
    - Route 131 – Dysart Rd (FY25)
    - Additional ADA services

Using the revenue assumptions previously described, the financial plan is projected to remain in balance through Fiscal Year 2026. The anticipated reclassification of Avondale as a large UZA and subsequent loss in the ability to utilize Section 5307 Urbanized Area Formula Grants for operating expenses results in annual revenue deficits between $2.1 million and $3.5 million beginning in FY 2027. Figures 15-17 below depict annual operating, capital, and total revenues and expenditures for the transit services listed above through FY 2030.

2.3 Potential Funding Solutions

To ensure the growing transportation needs of the community are met, several funding options have been identified to support future expansion of transit service in Avondale. The first option is to allocate a greater share of the revenue generated by the city's Dedicated Sales Tax Revenue Fund to transit services. While the financial plan assumed 20 percent of generated revenue from this fund would be allocated to transit, a greater share would be needed to adequately fund transit services beyond FY 2026. An extension of the regional sales tax (Prop 400), set to expire in 2025, could also provide additional funding for transit service in Avondale. While officials have begun planning a new initiative to extend this tax, any such measure would need to be approved by voters. Finally, Avondale could also explore implementing its own transit-dedicated sales tax.

DRAFT

Table 5-Financial Plan FY2015-2030

Revenue																	
Type	*Notes*	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**	**FY 2019**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**
AZ State Lottery[1]	*Unpredictable source*	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180	$224,180
PTF Operations[2]	*Expires in FY 2026, potential extension yet to be determined*	$1,243,656	$1,473,079	$1,249,991	$1,249,991	$1,249,991	$1,436,444	$1,436,444	$1,436,444	$1,436,444	$1,436,444	$1,436,444	$837,926	$0	$0	$0	$0
PTF Bus Local Share	*Used for local capital match*	$82,500	$82,500	$202,500	$247,500	$165,000	$247,500	$192,000	$82,500	$82,500	$307,500	$142,500	$82,500	$82,500	$274,500	$82,500	$82,500
Federal 5307 (small UZA) - Operations[3]	*Use for operations likely terminates after 2020 Census*	$606,788	$606,788	$606,788	$606,788	$606,788	$606,788	$606,788	$606,788	$606,788	$606,788	$0	$0	$0	$0	$0	$0
Federal 5307 (small UZA) - Operations	*Ongoing small UZA programming discussion*	$0	$0	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$0	$0	$0	$0	$0	$0
Federal 5307 (large or small UZA) - Capital	*Assumes 85% of capital costs are covered*	$467,500	$467,500	$1,147,500	$1,402,500	$935,000	$1,402,500	$1,088,000	$467,500	$467,500	$1,742,500	$807,500	$467,500	$467,500	$1,555,500	$467,500	$467,500
Dedicated Sales Tax Revenue Fund[4]	*1/2 cent sales tax. Assume 20% of revenue is dedicated to transit*	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538	$1,231,538
Passenger Fares	*Assume 5% circulator and 10% local and express fare recovery*	$195,495	$195,495	$195,495	$224,707	$234,445	$234,445	$323,290	$346,690	$346,690	$346,690	$400,615	$418,590	$418,590	$418,590	$418,590	$418,590
Interest	*Assumes 1% interest on previous year's balance*	$0	$10,470	$23,339	$39,105	$48,603	$56,053	$65,443	$65,877	$63,858	$61,819	$59,760	$40,951	$14,080	$0	$0	$0
Other	*advertising, etc.*																
Intergovernmental Agreements[1]		$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000	$227,000
Carryover balance from previous year	*Assumes balance from previous year is carried over*	$0	$1,046,991	$2,333,875	$3,910,540	$4,860,296	$5,605,325	$6,544,257	$6,587,671	$6,385,819	$6,181,948	$5,976,039	$4,095,070	$1,408,035	$0	$0	$0
	TOTAL REVENUE:	**$4,278,657**	**$5,565,541**	**$7,942,206**	**$9,863,850**	**$10,282,841**	**$11,771,773**	**$12,438,940**	**$11,776,188**	**$11,572,318**	**$12,866,408**	**$10,505,577**	**$7,625,255**	**$4,073,424**	**$3,931,308**	**$2,651,308**	**$2,651,308**
Expenditures																	
Operating																	
Existing Services																	
Express[3]		$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617	$219,617
Circulator[3]		$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838	$1,069,838
Local[3]		$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413	$1,200,413
ADA[5]		$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798	$191,798
Expansion Services																	
Express		$0	$0	$0	$0	$0	$0	$186,453	$186,453	$186,453	$186,453	$186,453	$186,453	$186,453	$186,453	$186,453	$186,453
Circulator		$0	$0	$0	$584,250	$779,000	$779,000	$779,000	$779,000	$779,000	$779,000	$779,000	$779,000	$779,000	$779,000	$779,000	$779,000
Local		$0	$0	$0	$0	$0	$0	$702,000	$936,000	$936,000	$936,000	$1,475,250	$1,655,000	$1,655,000	$1,655,000	$1,655,000	$1,655,000
ADA	*Estimated at 15% of local/circulator expansion services*	$0	$0	$0	$87,638	$116,850	$116,850	$222,150	$257,250	$257,250	$257,250	$338,138	$365,100	$365,100	$365,100	$365,100	$365,100
	Operating Expenditures Total:	**$2,681,666**	**$2,681,666**	**$2,681,666**	**$3,353,554**	**$3,577,516**	**$3,577,516**	**$4,571,269**	**$4,840,369**	**$4,840,369**	**$4,840,369**	**$5,460,507**	**$5,667,219**	**$5,667,219**	**$5,667,219**	**$5,667,219**	**$5,667,219**

Expenditures Continued																	
Type	*Notes*	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**	**FY 2019**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**
Capital																	
Existing Services																	
Fleet - Express	*Fleet replacement spread over five years*	$550,000	$550,000	$550,000	$550,000	$0	$550,000	$0	$0	$0	$0	$0	$0	$550,000	$550,000	$550,000	$550,000
Fleet - Circulator		$0	$0	$0	$0	$0	$0	$1,280,000	$0	$0	$0	$0	$0	$0	$1,280,000	$0	$0
Fleet - Local	*Fleet replacement spread over 4 years*	$0	$0	$0	$0	$0	$0	$0	$550,000	$0	$550,000	$550,000	$550,000	$0	$0	$0	$0
Bus Stops		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Expansion Services																	
Fleet - Express[2]		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fleet - Circulator		$0	$0	$800,000	$0	$0	$0	$0	$0	$0	$400,000	$400,000	$0	$0	$0	$0	$0
Fleet - Local	*Initial fleet purchase(s) spread over several years*	$0	$0	$0	$1,100,000	$1,100,000	$1,100,000	$0	$0	$550,000	$1,100,000	$0		$0	$0	$0	$0
Type	*Notes*	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**	**FY 2019**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**
Bus Stops		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Capital Expenditures Total:	**$550,000**	**$550,000**	**$1,350,000**	**$1,650,000**	**$1,100,000**	**$1,650,000**	**$1,280,000**	**$550,000**	**$550,000**	**$2,050,000**	**$950,000**	**$550,000**	**$550,000**	**$1,830,000**	**$550,000**	**$550,000**
	TOTAL EXPENDITURES:	**$3,231,666**	**$3,231,666**	**$4,031,666**	**$5,003,554**	**$4,677,516**	**$5,227,516**	**$5,851,269**	**$5,390,369**	**$5,390,369**	**$6,890,369**	**$6,410,507**	**$6,217,219**	**$6,217,219**	**$7,497,219**	**$6,217,219**	**$6,217,219**
	BALANCE:	**$1,046,991**	**$2,333,875**	**$3,910,540**	**$4,860,296**	**$5,605,325**	**$6,544,257**	**$6,587,671**	**$6,385,819**	**$6,181,948**	**$5,976,039**	**$4,095,070**	**$1,408,035**	**($2,143,795)**	**($3,565,911)**	**($3,565,911)**	**($3,565,911)**

[1]City of Avondale Annual Budget and Financial Plan FY 2014-2015
[2]TLCP Bus Reports Adopted 2014-06-19
[3]FY15 IGA Schedules
[4]City of Avondale Comprehensive Annual Financial Plan FY 2014
[5]City of Phoenix Contract Change Order 04/16/2014

Figure 15-Operating Revenues and Expenditures: FY 2015 – 2030

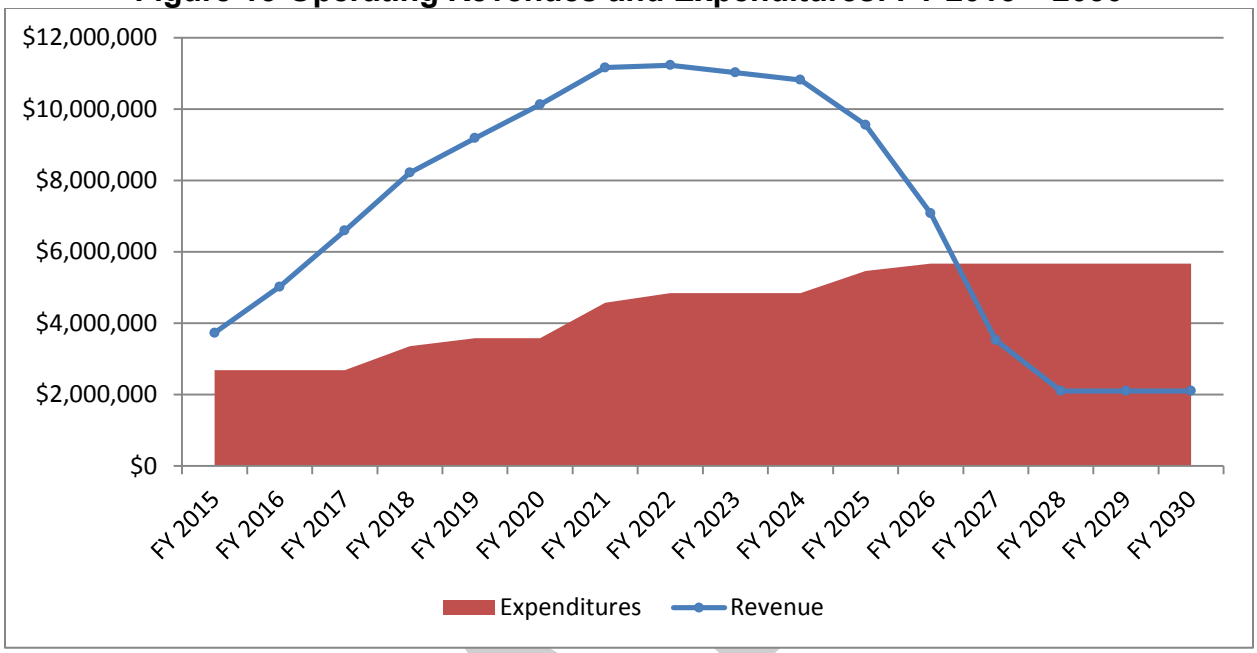


Figure 16-Capital Revenues and Expenditures: FY 2015 – 2030

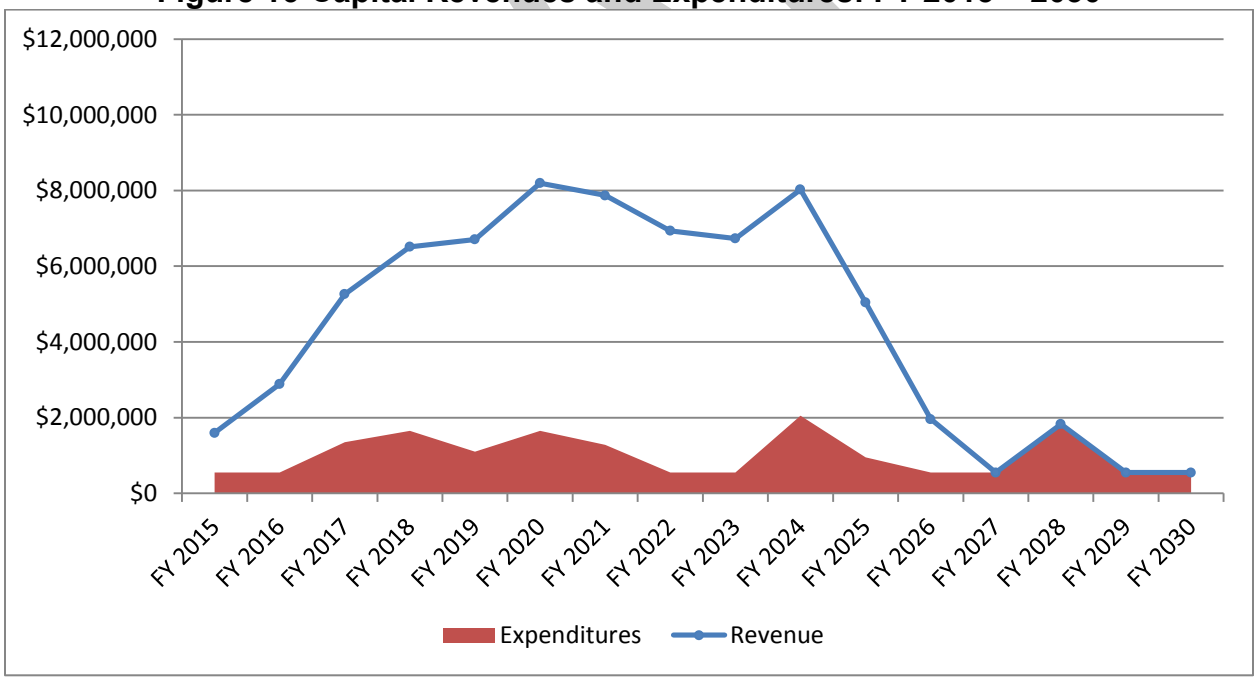
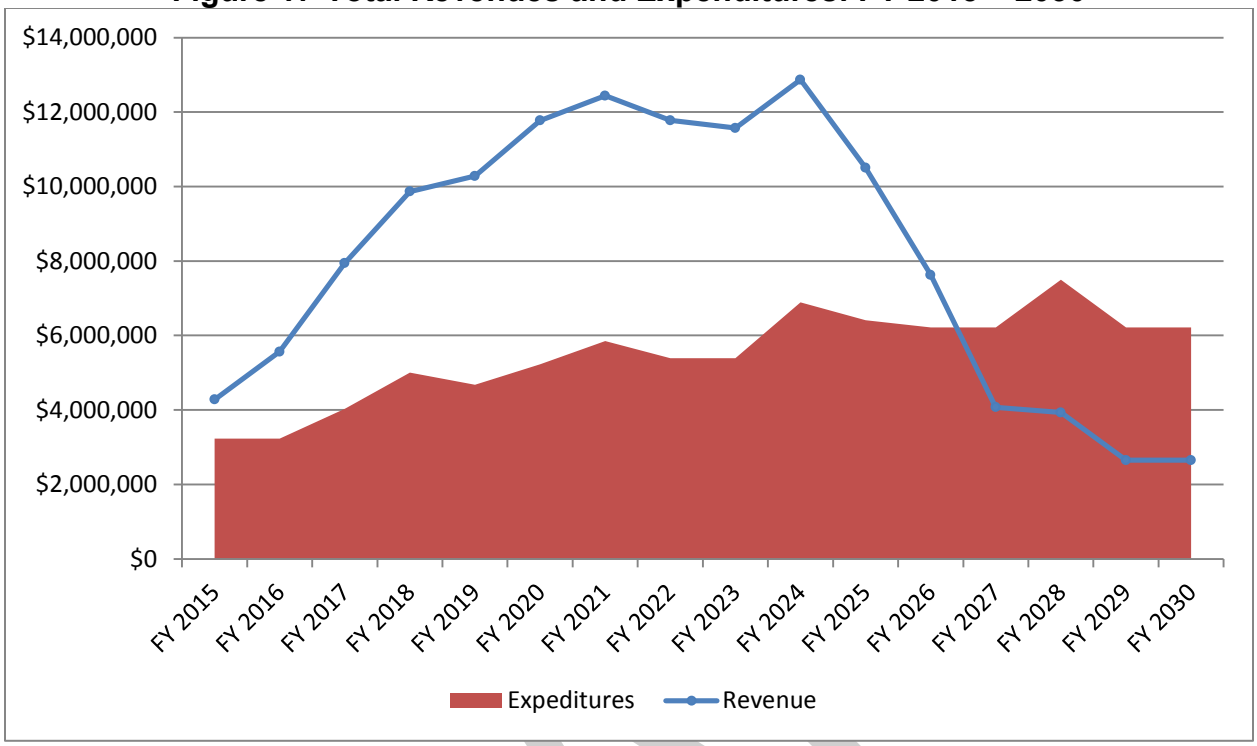


Figure 17-Total Revenues and Expenditures: FY 2015 – 2030



3.0 PASSENGER FACILITY REQUIREMENTS

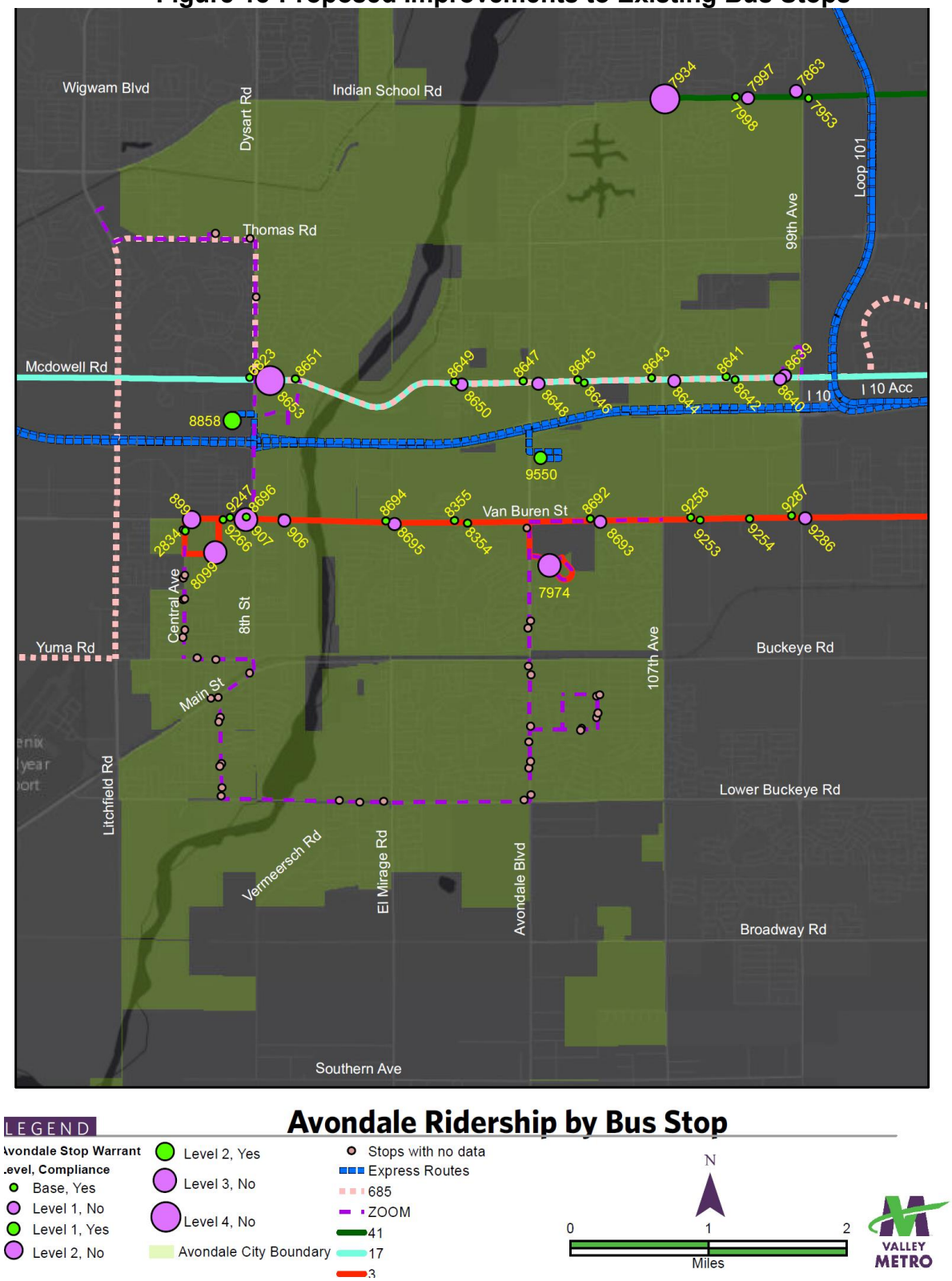
Accompanying the proposed route improvements are passenger facilities, specifically bus stops. The plan analyzed current transit service alignments for any needed improvements to bus stops or the installation of bus stops where required. In addition, the plan analyzed future improvements based on the proposed new routes or route extensions. Note that stops must meet Americans with Disability Act (ADA) requirements; visit <https://www.access-board.gov/> to access the *Transportation Facilities Guidelines*.

3.1 Existing Improvements

To determine needed bus stop improvements, existing bus stops and their average weekday boardings within Avondale were plotted in GIS using farebox and automatic passenger counter data). Stop improvements were categorized by passenger boarding activity using the Valley Metro *Bus Stop Inventory and Design Guidelines*, which identifies a certain level of bus stop improvement based on average daily ridership.

Visit <valleymetro.org> to access the *Bus Stop Inventory and Design Guidelines.*
The boarding activity analysis yielded a preliminary improvement list that shows the current bus stops, their amenities, as well as elements that are missing from the stop in order for it to meet the design guidelines. See Figure 18.

Figure 18-Proposed Improvements to Existing Bus Stops



The bus stop warrants matrix highlights the missing improvements/amenities (see Appendix 2).

To identify stops and amenities along existing routes that are missing bus stops, the following two-step approach was taken:

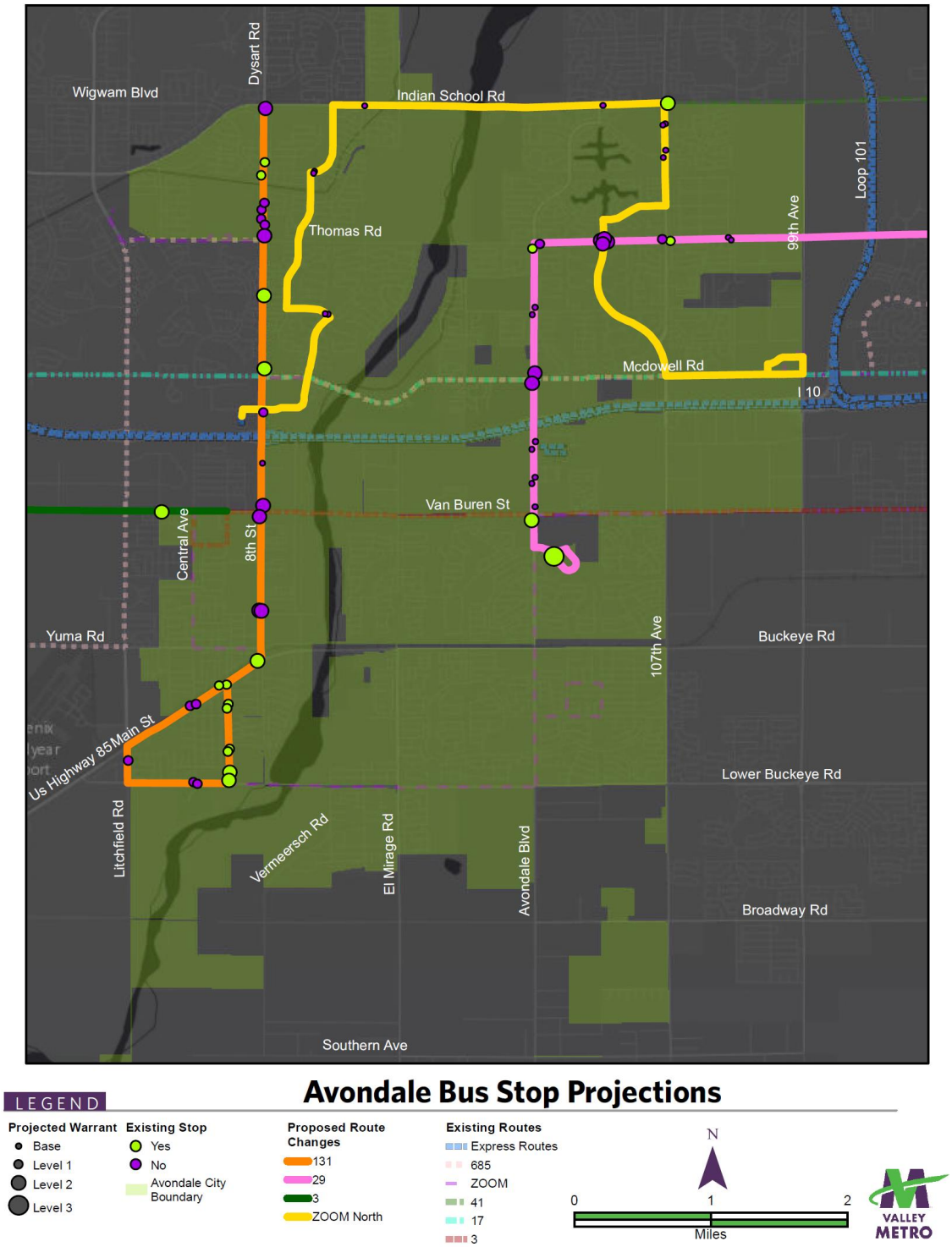
1. Plot any missing quarter-mile stops along the transit routes with the exception of stops that are next to noncommercial or nonresidential land uses, since passenger need is minimal.
2. Identify any amenities at the new quarter-mile stops based on the following methodology: correlation analysis between existing land use and boarding data within Avondale. Current land use and ridership as the base level is used to determine warrants for future service and projected land use.

3.2 Identifying long-range improvements

Using this two-step approach, stops along the proposed fixed-route extensions were identified. The new stops and amenities are identified in Figure 19. The proposed improvements are further detailed in Appendix 2. Special attention needs to be given to the Avondale North Circulator, where, in coordination with Avondale traffic engineers, 'flag stops' should be identified.

DRAFT

Figure 19-Proposed Improvements to Future Stops



4.0 CONCLUSION

The Southwest Valley Local Transit System Study served as the guide for potential transit service concepts within the City of Avondale. Refinements to those concepts through the Avondale Transit Implementation Plan (ATIP) resulted in three efficient and effective recommendations out of six to implement. The ATIP recommendations help meet the internal circulation needs of the community and allow for future regional connectivity as funding become available. The three recommendations are: ZOOM North Circulator, Route 29 – Thomas Rd. and Route 131 – Dysart Rd.; Table 5 "Proposed Transit Service Summary Table - General Characteristics" summarizes the proposed improvements. The ATIP also performed a long-term financial analysis of the proposed improvements, routes currently operating and programmed improvements. Implementing the refined concepts and maximizing the utilization of currently available operating and capital funds can help meet the transit needs of the city through FY2026; however, due to potential rule changes as the Avondale/Goodyear Small UZA grows into a Large UZA, the expiration of Proposition 400 and current levels of funding from local coffers, additional resources (e.g., a tax extension or augmented funding) will be needed in order to, at a minimum, retain the level of transit service existing by FY2026.

Table 6- Proposed Transit Service Summary Table - General Characteristics

Route	Service Type	Days of Service	Hours of Service	General Frequency	Direction	Annual Revenue Miles	Annual Gross Operating Cost*	Vehicles Required	Fleet Cost*
New ZOOM	Circulator	Weekday Saturday Sunday	5A-9P 6A-7P No service	30 min. 30 min. NA	Bidirectional	195,000	$780,000	5	$800,00
29 - Thomas Rd.	Local	Weekday Saturday Sunday	5A-9P 6A-7P No service	30 min. 60 min. NA	Bidirectional	125,000	$936,000	6	$3.3M
New Dysart Rd.	Local	Weekday Saturday Sunday	5A-9P 6A-7P No service	30 min. 60 min. NA	Bidirectional	101,000	$719,000	2	$1.7M

*FY16 dollars

Note: ADA paratransit service has been included in the financial model

DRAFT

Appendix 1

ZOOM North - DRAFT Weekday Schedule

Eastbound				Westbound			
Rancho Santa Fe Shopping Center	Indian School Rd & El Mirage Rd	107th Ave & McDowell Rd	Gateway Pavilions	Gateway Pavilions	107th Ave & McDowell Rd	Indian School Rd & El Mirage Rd	Rancho Santa Fe Shopping Center
500a	516a	533a	537a	500a	504a	521a	534a
530a	546a	603a	607a	530a	534a	551a	604a
600a	616a	633a	637a	600a	604a	621a	634a
630a	646a	703a	707a	630a	634a	651a	704a
700a	716a	733a	737a	700a	704a	721a	734a
730a	746a	803a	807a	730a	734a	751a	804a
800a	816a	833a	837a	800a	804a	821a	834a
830a	846a	903a	907a	830a	834a	851a	904a
900a	916a	933a	937a	900a	904a	921a	934a
930a	946a	1030a	007a	930a	934a	951a	004a
1000a	1016a	1033a	037a	1000a	1004a	1021a	034a
1030a	1046 a	1103a	107a	1030a	1034a	1051a	104a
1100a	1116a	1133a	137a	1100a	1104a	1121a	134a
1130a	1146a	1203p	207p	1130a	1134a	1151a	204p
1200p	1216p	1233p	237p	1200p	1204p	1221p	234p
1230p	246p	103p	107p	1230p	1234p	251p	104p
100p	116p	133p	137p	100p	104p	121p	134p
130p	146p	203p	207p	130p	134p	151p	204p
200p	216p	233p	237p	200p	204p	221p	234p
230p	246p	303p	307p	230p	234p	251p	304p
300p	316p	333p	337p	300p	304p	321p	334p
330p	346p	403p	407p	330p	334p	351p	404p
400p	416p	433p	437p	400p	404p	421p	434p
430p	446p	503p	507p	430p	434p	451p	504p
500p	516p	533p	537p	500p	504p	521p	534p
530p	546p	603p	607p	530p	534p	551p	604p
600p	616p	633p	637p	600p	604p	621p	634p
630p	646p	703p	707p	630p	634p	651p	704p
700p	716p	733p	737p	700p	704p	721p	734p
730p	746p	803p	807p	730p	734p	751p	804p
800p	816p	833p	837p	800p	804p	821p	834p
830p	846p	903p	907p	830p	834p	851p	904p
900p	916p	933p	937p	900p	904p	921p	934p

DRAFT

ZOOM North - DRAFT Saturday Schedule

Eastbound				Westbound			
Rancho Santa Fe Shopping Center	Indian School Rd & El Mirage Rd	107th Ave & McDowell Rd	Gateway Pavilions	Gateway Pavilions	107th Ave & McDowell Rd	Indian School Rd & El Mirage Rd	Rancho Santa Fe Shopping Center
500a	516a	533a	537a	500a	504a	521a	534a
530a	546a	603a	607a	530a	534a	551a	604a
600a	616a	633a	637a	600a	604a	621a	634a
630a	646a	703a	707a	630a	634a	651a	704a
700a	716a	733a	737a	700a	704a	721a	734a
730a	746a	803a	807a	730a	734a	751a	804a
800a	816a	833a	837a	800a	804a	821a	834a
830a	846a	903a	907a	830a	834a	851a	904a
900a	916a	933a	937a	900a	904a	921a	934a
930a	946a	1003a	1007a	930a	934a	951a	1004a
1000a	1016a	1033a	1037a	1000a	1004a	1021a	1034a
1030a	1046a	1103a	1107a	1030a	1034a	1051a	1104a
1100a	1116a	1133a	1137a	1100a	1104a	1121a	1134a
1130a	1146a	1203p	1207p	1130a	1134a	1151a	1204p
1200p	1216p	1233p	1237p	1200p	1204p	1221p	1234p
1230p	1246p	103p	107p	1230p	1234p	1251p	104p
100p	116p	133p	137p	100p	104p	121p	134p
130p	146p	203p	207p	130p	134p	151p	204p
200p	216p	233p	237p	200p	204p	221p	234p
230p	246p	303p	307p	230p	234p	251p	304p
300p	316p	333p	337p	300p	304p	321p	334p
330p	346p	403p	407p	330p	334p	351p	404p
400p	416p	433p	437p	400p	404p	421p	434p
430p	446p	503p	507p	430p	434p	451p	504p
500p	516p	533p	537p	500p	504p	521p	534p
530p	546p	603p	607p	530p	534p	551p	604p
600p	616p	633p	637p	600p	604p	621p	634p
630p	646p	703p	707p	630p	634p	651p	704p
700p	716p	733p	737p	700p	704p	721p	734p

DRAFT

Eastbound											
Avondale Civic Center	91st Ave & Thomas Rd	Desert Sky Mall	59th Ave & Thomas Rd	51st Ave & Thomas Rd	35th Ave & Thomas Rd	19th Ave & Thomas Rd	Central Ave & Thomas Rd	24th St & Thomas Rd	44th St & Thomas Rd	Scottsdale Rd & Thomas Rd	Pima Pk@86th St & Thomas Rd
.....	.....	506a	516a	520a	529a	541a	550a	603a	617a	631a	639a
459a	515a	524a	534a	538a	547a	559a	610a	625a	639a	653a	701a
.....	.....	.....	.....	545a	554a	607a	618a	633a	647a	.....	.....
.....	.....	539a	549a	553a	602a	615a	626a	641a	655a	709a	717a
.....	.....	.....	.....	600a	610a	623a	634a	649a	703a	.....	.....
527a	543a	552a	602a	608a	618a	631a	642a	657a	711a	725a	733a
.....	.....	.....	.....	616a	626a	639a	650a	705a	719a	.....	.....
.....	.....	605a	618a	624a	634a	647a	658a	713a	727a	741a	749a
.....	.....	.....	.....	632a	642a	655a	706a	721a	735a	.....	.....
556a	612a	621a	634a	640a	650a	703a	714a	729a	743a	757a	805a
.....	.....	.....	.....	648a	658a	711a	722a	737a	751a	.....	.....
.....	.....	637a	650a	656a	706a	719a	730a	745a	759a	813a	821a
.....	.....	.....	.....	704a	714a	727a	738a	753a	807a	.....	.....
628a	644a	653a	706a	712a	722a	735a	746a	801a	815a	829a	837a
.....	.....	.....	.....	720a	730a	743a	754a	809a	823a	.....	.....
644a	700a	709a	722a	728a	738a	751a	802a	817a	831a	845a	853a
.....	.....	.....	.....	736a	746a	759a	810a	825a	839a	.....	.....
700a	716a	725a	738a	744a	754a	807a	818a	833a	847a	901a	909a
.....	.....	.....	.....	752a	802a	815a	826a	841a	855a	.....	.....
716a	732a	741a	754a	800a	810a	823a	834a	849a	903a	917a	925a
.....	.....	.....	.....	808a	818a	831a	842a	857a	911a	.....	.....
742a	758a	807a	820a	826a	836a	849a	900a	915a	929a	943a	951a
802a	818a	827a	840a	846a	856a	909a	920a	935a	949a	1003a	1011a
.....	.....	847a	900a	906a	916a	929a	940a	954a	1008a	1022a	1030a
842a	858a	907a	920a	926a	935a	949a	1000a	1014a	1028a	1042a	1050a
904a	920a	929a	941a	946a	955a	1009a	1020a	1034a	1048a	1102a	1110a
.....	.....	949a	1001a	1006a	1015a	1029a	1040a	1054a	1108a	1122a	1130a
944a	1000a	1009a	1021a	1026a	1035a	1049a	1100a	1114a	1128a	1142a	1150a
1004a	1020a	1029a	1041a	1046a	1055a	1109a	1120a	1134a	1148a	1202p	1210p
.....	.....	1049a	1101a	1106a	1115a	1129a	1140a	1154a	1208p	1222p	1230p
1044a	1100a	1109a	1121a	1126a	1135a	1149a	1200p	1214p	1228p	1242p	1250p
1104a	1120a	1129a	1141a	1146a	1155a	1209p	1220p	1234p	1248p	102p	110p
.....	.....	1149a	1201p	1206p	1215p	1229p	1240p	1254p	108p	122p	130p
1144a	1200p	1209p	1221p	1226p	1235p	1249p	100p	114p	128p	142p	150p
.....	.....	.....	.....	1236p	1245p	1259p	110p	124p	138p	.....	.....
.....	.....	1227p	1239p	1244p	1253p	107p	118p	132p	146p	200p	208p
.....	.....	.....	.....	1252p	101p	115p	126p	140p	154p	.....	.....
1218p	1234p	1243p	1255p	100p	109p	123p	134p	148p	202p	216p	224p
.....	.....	.....	.....	108p	117p	131p	142p	156p	210p	.....	.....
.....	.....	1259p	111p	116p	125p	139p	150p	204p	218p	232p	240p
.....	.....	.....	.....	124p	133p	147p	158p	212p	226p	.....	.....
1250p	106p	115p	127p	132p	141p	155p	206p	220p	234p	248p	256p
.....	.....	.....	.....	140p	149p	203p	214p	228p	242p	.....	.....
.....	.....	131p	143p	148p	157p	211p	222p	236p	250p	304p	312p
.....	.....	.....	.....	156p	205p	219p	230p	245p	259p	.....	.....
122p	138p	147p	159p	204p	213p	227p	238p	253p	307p	321p	329p
.....	.....	.....	.....	212p	221p	235p	246p	301p	315p	.....	.....
.....	.....	203p	215p	220p	229p	243p	254p	309p	323p	337p	345p
.....	.....	.....	.....	227p	237p	251p	302p	317p	331p	.....	.....
152p	208p	217p	229p	235p	245p	259p	310p	325p	339p	353p	401p
.....	.....	.....	.....	243p	253p	307p	318p	333p	347p	.....	.....
.....	.....	232p	245p	251p	301p	315p	326p	341p	355p	409p	417p
.....	.....	.....	.....	259p	309p	323p	334p	349p	403p	.....	.....
223p	239p	248p	301p	307p	317p	331p	342p	357p	411p	425p	433p
.....	.....	.....	.....	315p	325p	339p	350p	405p	419p	.....	.....
.....	.....	304p	317p	323p	333p	347p	358p	413p	427p	441p	449p
.....	.....	.....	.....	331p	341p	355p	406p	421p	435p	.....	.....
255p	311p	320p	333p	339p	349p	403p	414p	429p	443p	457p	505p
.....	.....	.....	.....	347p	357p	411p	422p	437p	451p	.....	.....
.....	.....	336p	349p	355p	405p	419p	430p	445p	459p	513p	521p
.....	.....	.....	.....	403p	413p	427p	438p	453p	507p	.....	.....
327p	343p	352p	405p	411p	421p	435p	446p	501p	515p	529p	537p
.....	.....	.....	.....	419p	429p	443p	454p	509p	523p	.....	.....
.....	.....	408p	421p	427p	437p	451p	502p	517p	531p	545p	553p
.....	.....	.....	.....	435p	445p	459p	510p	525p	539p	.....	.....
359p	415p	424p	437p	443p	453p	507p	518p	533p	547p	601p	609p
.....	.....	.....	.....	451p	501p	515p	526p	541p	555p	.....	.....
415p	431p	440p	453p	459p	509p	523p	534p	549p	603p	617p	625p
.....	.....	.....	.....	507p	517p	531p	542p	557p	611p	.....	.....
.....	.....	.....	.....	515p	525p	539p	550p	605p	619p	.....	.....
451p	507p	516p	529p	535p	545p	559p	610p	625p	639p	653p	701p
511p	527p	536p	549p	555p	605p	619p	630p	645p	659p	.....	.....
.....	.....	556p	609p	615p	625p	639p	650p	704p	717p	729p	737p
553p	609p	618p	631p	637p	647p	701p	710p	722p	735p	747p	755p
.....	.....	654p	706p	710p	719p	731p	740p	752p	805p	817p	825p
701p	717p	726p	736p	740p	749p	801p	810p	822p	835p	847p	855p
731p	747p	756p	806p	810p	819p	831p	840p	852p	905p	917p	925p
801p	817p	826p	836p	840p	849p	901p	910p	922p	935p	947p	955p
831p	847p	856p	906p	910p	919p	931p	940p	952p	1005p	1017p	1025p
901p	917p	926p	936p	940p	949p	1001p	1010p	1022p	1035p	1047p	1055p
.....	.....	956p	1006p	1010p	1019p	1031p	1040p	1052p	1105p	1117p	1125p

Route 29 - DRAFT Weekday Schedule

Westbound											
Pima Pk@86th St & Thomas Rd	Scottsdale Rd & Thomas Rd	44th St & Thomas Rd	24th St & Thomas Rd	Central Ave & Thomas Rd	19th Ave & Thomas Rd	35th Ave & Thomas Rd	51st Ave & Thomas Rd	59th Ave & Thomas Rd	Desert Sky Mall	91st Ave & Thomas Rd	Avondale Civic Center
449a	457a	509a	521a	535a	543a	556a	605a	609a	620a	628a	646a
509a	517a	529a	541a	555a	604a	619a	628a	632a	643a	.....	.....
523a	531a	543a	555a	610a	620a	635a	644a	648a	659a	707a	725a
.....	.....	549a	602a	618a	628a	643a	652a	.....	.....	.....	.....
536a	544a	556a	610a	626a	636a	651a	700a	704a	715a	723a	741a
.....	.....	603a	618a	634a	644a	659a	708a	.....	.....	.....	.....
549a	557a	611a	626a	642a	652a	707a	716a	720a	731a	739a	757a
.....	.....	619a	634a	650a	700a	715a	724a	.....	.....	.....	.....
604a	612a	627a	642a	658a	708a	723a	732a	736a	747a	755a	813a
.....	.....	635a	650a	706a	716a	731a	740a	.....	.....	.....	.....
620a	628a	643a	658a	714a	724a	739a	748a	752a	803a	.....	.....
.....	.....	651a	706a	722a	732a	747a	756a	.....	.....	.....	.....
636a	644a	659a	714a	730a	740a	755a	804a	808a	819a	827a	845a
.....	.....	707a	722a	738a	748a	803a	812a	.....	.....	.....	.....
652a	700a	715a	730a	746a	756a	811a	820a	824a	835a	.....	.....
.....	.....	723a	738a	754a	804a	819a	828a	.....	.....	.....	.....
708a	716a	731a	746a	802a	812a	827a	836a	840a	851a	859a	917a
.....	.....	739a	754a	810a	820a	835a	844a	.....	.....	.....	.....
724a	732a	747a	802a	818a	828a	843a	852a	856a	907a	.....	.....
.....	.....	755a	810a	826a	836a	851a	900a	.....	.....	.....	.....
740a	748a	803a	818a	834a	844a	859a	908a	912a	923a	931a	949a
.....	.....	811a	826a	842a	852a	907a	916a	.....	.....	.....	.....
756a	804a	819a	834a	850a	900a	915a	924a	928a	939a	.....	.....
811a	819a	834a	849a	905a	915a	930a	939a	943a	954a	1002a	1020a
831a	839a	854a	909a	925a	935a	950a	959a	1003a	1014a	.....	.....
851a	859a	914a	929a	945a	955a	1010a	1019a	1023a	1034a	1042a	1100a
911a	919a	934a	949a	1005a	1015a	1030a	1039a	1043a	1054a	1102a	1120a
931a	939a	954a	1009a	1025a	1035a	1050a	1059a	1103a	1114a	.....	.....
951a	959a	1014a	1029a	1045a	1055a	1110a	1119a	1123a	1134a	1142a	1200p
1011a	1019a	1034a	1049a	1105a	1115a	1130a	1139a	1143a	1154a	1202p	1220p
1031a	1039a	1054a	1109a	1125a	1135a	1150a	1159a	1204p	1215p	.....	.....
1051a	1059a	1114a	1129a	1145a	1155a	1211p	1220p	1225p	1236p	1244p	102p
1111a	1119a	1134a	1149a	1205p	1214p	1230p	1239p	1244p	1255p	103p	121p
1133a	1141a	1156a	1210p	1225p	1234p	1250p	1259p	104p	115p	.....	.....
1156a	1204p	1216p	1230p	1245p	1254p	110p	119p	124p	135p	143p	201p
1216p	1224p	1236p	1250p	105p	114p	130p	139p	144p	155p	.....	.....
.....	.....	1244p	1258p	113p	122p	138p	147p	.....	.....	.....	.....
1232p	1240p	1252p	106p	121p	130p	146p	155p	200p	211p	219p	237p
.....	.....	100p	114p	129p	138p	154p	203p	.....	.....	.....	.....
1248p	1256p	108p	122p	137p	146p	202p	211p	216p	227p	.....	.....
.....	.....	116p	130p	145p	154p	210p	219p	.....	.....	.....	.....
104p	112p	124p	138p	153p	202p	218p	227p	232p	243p	251p	309p
.....	.....	132p	146p	201p	211p	227p	236p	.....	.....	.....	.....
119p	127p	139p	153p	209p	219p	235p	244p	249p	300p	.....	.....
.....	.....	146p	201p	217p	227p	243p	252p	.....	.....	.....	.....
134p	142p	154p	209p	225p	235p	251p	300p	305p	316p	324p	342p
.....	.....	202p	217p	233p	243p	259p	308p	.....	.....	.....	.....
148p	156p	210p	225p	241p	251p	307p	316p	321p	332p	.....	.....
.....	.....	218p	233p	249p	259p	315p	324p	.....	.....	.....	.....
203p	211p	226p	241p	257p	307p	323p	332p	337p	348p	356p	414p
.....	.....	234p	249p	305p	315p	331p	340p	.....	.....	.....	.....
219p	227p	242p	257p	313p	323p	339p	348p	353p	404p	.....	.....
.....	.....	250p	305p	321p	331p	347p	356p	.....	.....	.....	.....
235p	243p	258p	313p	329p	339p	355p	404p	409p	420p	428p	446p
.....	.....	306p	321p	337p	347p	403p	412p	.....	.....	.....	.....
251p	259p	314p	329p	345p	355p	411p	420p	425p	436p	.....	.....
.....	.....	322p	337p	353p	403p	419p	428p	.....	.....	.....	.....
307p	315p	330p	345p	401p	411p	427p	436p	441p	452p	500p	518p
.....	.....	338p	353p	409p	419p	435p	444p	.....	.....	.....	.....
323p	331p	346p	401p	417p	427p	443p	452p	457p	508p	.....	.....
.....	.....	354p	409p	425p	435p	451p	500p	.....	.....	.....	.....
339p	347p	402p	417p	433p	443p	459p	508p	513p	524p	532p	550p
.....	.....	410p	425p	441p	451p	507p	516p	.....	.....	.....	.....
355p	403p	418p	433p	449p	459p	515p	524p	529p	540p	.....	.....
.....	.....	426p	441p	457p	507p	523p	532p	.....	.....	.....	.....
411p	419p	434p	449p	505p	515p	531p	540p	545p	556p	604p	622p
.....	.....	442p	457p	513p	523p	539p	548p	.....	.....	.....	.....
427p	435p	450p	505p	521p	531p	547p	556p	601p	612p	620p	638p
440p	448p	503p	518p	534p	544p	600p	609p	614p	625p	.....	.....
501p	509p	524p	539p	555p	605p	621p	630p	635p	646p	654p	712p
521p	529p	544p	559p	615p	625p	641p	650p	655p	706p	714p	732p
541p	549p	604p	619p	635p	645p	701p	709p	713p	724p	.....	.....
601p	609p	624p	639p	655p	704p	717p	725p	729p	740p	748p	806p
636p	644p	659p	711p	725p	733p	746p	754p	758p	809p	817p	835p
709p	717p	729p	741p	755p	803p	816p	824p	828p	839p	847p	905p
739p	747p	759p	811p	825p	833p	846p	854p	858p	909p	.....	.....
809p	817p	829p	841p	855p	903p	916p	924p	928p	939p	.....	.....
839p	847p	859p	911p	925p	933p	946p	954p	958p	1009p	.....	.....
909p	917p	929p	941p	955p	1003p	1016p	1024p	1028p	1039p	.....	.....
939p	947p	959p	1011p	1025p	1033p	1046p	1054p	1058p	1109p	.....	.....

Route 29 - DRAFT Saturday Schedule

Eastbound											
Avondale Civic Center	91st Ave & Thomas Rd	Desert Sky Mall	59th Ave & Thomas Rd	51st Ave & Thomas Rd	35th Ave & Thomas Rd	19th Ave & Thomas Rd	Central Ave & Thomas Rd	24th St & Thomas Rd	44th St & Thomas Rd	Scottsdale Rd & Thomas Rd	Pima Pk@86th St & Thomas Rd
.....	.....	604a	614a	618a	626a	636a	645a	657a	710a	722a	729a
.....	.....	634a	644a	648a	656a	706a	715a	727a	740a	752a	759a
.....	.....	704a	714a	718a	726a	736a	745a	757a	811a	825a	833a
707a	723a	733a	743a	747a	755a	805a	815a	829a	843a	857a	905a
.....	.....	758a	810a	815a	824a	835a	845a	859a	913a	927a	935a
801a	817a	829a	841a	846a	855a	906a	916a	930a	944a	958a	1006a
.....	.....	858a	910a	915a	924a	935a	945a	959a	1013a	1027a	1035a
900a	916a	928a	940a	945a	954a	1005a	1015a	1029a	1043a	1057a	1105a
.....	.....	958a	1010a	1015a	1024a	1035a	1045a	1059a	1113a	1127a	1135a
1000a	1016a	1028a	1040a	1045a	1054a	1105a	1115a	1129a	1143a	1157a	1205p
.....	.....	1058a	1110a	1115a	1124a	1135a	1145a	1159a	1213p	1227p	1235p
1100a	1116a	1128a	1140a	1145a	1154a	1205p	1215p	1229p	1243p	1257p	105p
.....	.....	1158a	1210p	1215p	1224p	1235p	1245p	1259p	113p	127p	135p
1200p	1216p	1228p	1240p	1245p	1254p	105p	115p	129p	143p	157p	205p
.....	.....	1258p	110p	115p	124p	135p	145p	159p	213p	227p	235p
100p	116p	128p	140p	145p	154p	205p	215p	229p	243p	257p	305p
.....	.....	158p	210p	215p	224p	235p	245p	259p	313p	327p	335p
200p	216p	228p	240p	245p	254p	305p	315p	329p	343p	357p	405p
.....	.....	258p	310p	315p	324p	335p	345p	359p	413p	427p	435p
300p	316p	328p	340p	345p	354p	405p	415p	429p	443p	457p	505p
.....	.....	358p	410p	415p	424p	435p	445p	459p	513p	527p	535p
400p	416p	428p	440p	445p	454p	505p	515p	529p	543p	557p	605p
.....	.....	458p	510p	515p	524p	535p	545p	559p	613p	627p	635p
500p	516p	528p	540p	545p	554p	605p	615p	629p	643p	657p	704p
.....	.....	558p	610p	615p	624p	635p	645p	659p	712p	724p	731p
602p	618p	630p	642p	647p	656p	706p	715p	727p	740p	752p	759p
.....	.....	704p	714p	718p	726p	736p	745p	757p	810p	822p	829p
708p	724p	734p	744p	748p	756p	806p	815p	827p	840p	852p	859p
.....	.....	804p	814p	818p	826p	836p	845p	857p	910p	922p	929p

Route 29 - DRAFT Saturday Schedule

Westbound											
Pima Pk@86th St & Thomas Rd	Scottsdale Rd & Thomas Rd	44th St & Thomas Rd	24th St & Thomas Rd	Central Ave & ThomasRd	19th Ave & Thomas Rd	35th Ave & Thomas Rd	51st Ave & Thomas Rd	59th Ave & Thomas Rd	Desert Sky Mall	91st Ave & Thomas Rd	Avondale Civic Center
555a	603a	616a	629a	643a	652a	702a	708a	711a	721a	.....	.....
625a	633a	646a	659a	713a	722a	732a	738a	741a	751a	759a	817a
655a	703a	716a	729a	743a	752a	802a	808a	811a	821a	.....	.....
725a	733a	746a	759a	813a	822a	832a	838a	841a	851a	859a	917a
755a	803a	816a	829a	843a	852a	902a	909a	914a	924a	.....	.....
824a	832a	845a	858a	913a	923a	934a	941a	946a	956a	1006a	1024a
852a	900a	913a	928a	943a	953a	1004a	1011a	1016a	1026a	.....	.....
922a	930a	943a	958a	1013a	1023a	1034a	1041a	1046a	1056a	1106a	1124a
952a	1000a	1013a	1028a	1043a	1053a	1104a	1111a	1116a	1126a	.....	.....
1022a	1030a	1043a	1058a	1113a	1123a	1134a	1141a	1146a	1156a	1206p	1224p
1052a	1100a	1113a	1128a	1143a	1153a	1204p	1211p	1216p	1226p	.....	.....
1122a	1130a	1143a	1158a	1213p	1223p	1234p	1241p	1246p	1256p	106p	124p
1152a	1200p	1213p	1228p	1243p	1253p	104p	111p	116p	126p	.....	.....
1222p	1230p	1243p	1258p	113p	123p	134p	141p	146p	156p	206p	224p
1252p	100p	113p	128p	143p	153p	204p	211p	216p	226p	.....	.....
122p	130p	143p	158p	213p	223p	234p	241p	246p	256p	306p	324p
152p	200p	213p	228p	243p	253p	304p	311p	316p	326p	.....	.....
222p	230p	243p	258p	313p	323p	334p	341p	346p	356p	406p	424p
252p	300p	313p	328p	343p	353p	404p	411p	416p	426p	.....	.....
322p	330p	343p	358p	413p	423p	434p	441p	446p	456p	506p	524p
352p	400p	413p	428p	443p	453p	504p	511p	516p	526p	.....	.....
422p	430p	443p	458p	513p	523p	534p	541p	546p	556p	606p	624p
452p	500p	513p	528p	543p	553p	604p	611p	616p	626p	.....	.....
522p	530p	543p	558p	613p	623p	634p	641p	646p	656p	705p	723p
552p	600p	613p	628p	643p	653p	704p	710p	713p	723p	.....	.....
623p	631p	644p	659p	713p	722p	732p	738p	741p	751p	759p	817p
655p	703p	716p	729p	743p	752p	802p	808p	811p	821p	.....	.....
725p	733p	746p	759p	813p	822p	832p	838p	841p	851p	.....	.....
755p	803p	816p	829p	843p	852p	902p	908p	911p	921p	.....	.....

Route 131 - DRAFT Weekday Schedule

Eastbound			Westbound		
Litchfield & Lower Buckeye Road	McDowell Rd & Dysart Rd	Dysart Rd & Indian School Rd	Dysart Rd & Indian School Rd	McDowell Rd & Dysart Rd	Litchfield & Lower Buckeye Road
500a	513a	521a	500a	508a	518a
530a	543a	551a	530a	538a	548a
600a	613a	621a	600a	608a	618a
630a	643a	651a	630a	638a	648a
700a	713a	721a	700a	708a	718a
730a	743a	751a	730a	738a	748a
800a	813a	821a	800a	808a	818a
830a	843a	851a	830a	838a	848a
900a	913a	921a	900a	908a	918a
930a	943a	951a	930a	938a	948a
1000a	1013a	1021a	1000a	1008a	1018a
1030a	1043a	1051a	1030a	1038a	1048a
1100a	1113a	1121a	1100a	1108a	1118a
1130a	1143a	1151a	1130a	1138a	1148a
1200p	1213p	1221p	1200p	1208p	1218p
1230p	1243p	1251p	1230p	1238p	1248p
100p	113p	121p	100p	108p	118p
130p	143p	151p	130p	138p	148p
200p	213p	221p	200p	208p	218p
230p	243p	251p	230p	238p	248p
300p	313p	321p	300p	308p	318p
330p	343p	351p	330p	338p	348p
400p	413p	421p	400p	408p	418p
430p	443p	451p	430p	438p	448p
500p	513p	521p	500p	508p	518p
530p	543p	551p	530p	538p	548p
600p	613p	621p	600p	608p	618p
630p	643p	651p	630p	638p	648p
700p	713p	721p	700p	708p	718p
730p	743p	751p	730p	738p	748p
800p	813p	821p	800p	808p	818p
830p	843p	851p	830p	838p	848p
900p	913p	921p	900p	908p	918p

DRAFT

Route 131 - DRAFT Saturday Schedule

Eastbound			Westbound		
Litchfield & Lower Buckeye Road	McDowell Rd & Dysart Rd	Dysart Rd & Indian School Rd	Dysart Rd & Indian School Rd	McDowell Rd & Dysart Rd	Litchfield & Lower Buckeye Road
500a	513a	521a	500a	508a	518a
600a	613a	621a	600a	608a	618a
700a	713a	721a	700a	708a	718a
800a	813a	821a	800a	808a	818a
900a	913a	921a	900a	908a	918a
1000a	1013a	1021a	1000a	1008a	1018a
1100a	1113a	1121a	1100a	1108a	1118a
1200p	1213p	1221p	1200p	1208p	1218p
100p	113p	121p	100p	108p	118p
200p	213p	221p	200p	208p	218p
300p	313p	321p	300p	308p	318p
400p	413p	421p	400p	408p	418p
500p	513p	521p	500p	508p	518p
600p	613p	621p	600p	608p	618p
700p	713p	721p	700p	708p	718p

DRAFT

Appendix 2 – Bus Stop Warrants Matrix
Proposed Improvements - Existing Stops

StopID	NextRide ID	Stop Location Description	Photo	Routes	Warranted Stop Improvements
899	10289	EB E VAN BUREN ST FS N CENTRAL AV N 4TH ST	https://farm8.staticflickr.com/7361/16311762067_b69d06c67c_o.jpg	3	Light, Information Display
906	10292	EB E VAN BUREN ST NS N DYSART RD N ELISEO C FELIX	https://farm9.staticflickr.com/8632/16496684602_a554d2981e_o.jpg	3	Information Display
907	10290	EB E VAN BUREN ST NS N MANZANITA DR N DYSART RD	https://farm8.staticflickr.com/7334/16309963708_d4d205b87f_o.jpg	3	Light, Information Display, Bike Rack, Landscaping
2834	10288	NB N CENTRAL AV MB W LA CANADA BLVD E VAN BUREN ST	https://farm9.staticflickr.com/8594/16497685515_ab8e7ba950_o.jpg	3	Meets Warrant
7934	0	EB W INDIAN SCHOOL RD FS N 107TH AV N WESTWIND PKW	https://farm8.staticflickr.com/7297/16310232090_03013330d5_o.jpg	41	Shelter, Information Display, Seating, Trash, Light
7974	10296	WB W CIVIC CENTER DR NS N 114TH AV	https://farm9.staticflickr.com/8630/15875109084_18c634dd45_o.jpg	3	Light, Information Display, Bike Rack, Landscaping
7997	18366	EB W INDIAN SCHOOL RD FS N 103RD AV N 100TH AV	https://farm9.staticflickr.com/8678/16496662902_c7f1286fd9_o.jpg	41	ADA, Sidewalk, Shade, Information Display
8099	10287	WB E LA CANADA BLVD FS N 4TH ST S CENTRAL AV	https://farm8.staticflickr.com/7420/15875093134_aa00d31f3d_o.jpg	3	Shade, Information Display
8354	0	EB W VAN BUREN ST FS N LINKS DR N AVONDALE BLVD	https://farm9.staticflickr.com/8573/16310231350_3991f0c176_o.jpg	3	Meets Warrant
8355	10447	WB W VAN BUREN ST FS N LINKS DR N FAIRWAY DR	https://farm8.staticflickr.com/7419/16471670716_64fdd0ecf2_o.jpg	3	Meets Warrant
8639	16726	WB MCDOWELL RD FS 99TH AVE	https://farm9.staticflickr.com/8583/15877522403_989d39b890_o.jpg	17	ADA, Shade, Information Display
8640	16714	EB MCDOWELL RD FS 111TH AVE	https://farm8.staticflickr.com/7301/16496660872_7b4e8a32dc_o.jpg	17	Information Display
8641	16727	WB MCDOWELL RD FS 103RD AVE	https://farm8.staticflickr.com/7296/16495914241_26b12866ed_o.jpg	17	Meets Warrant
8642	16713	EB MCDOWELL RD FS 103RD AVE	https://farm8.staticflickr.com/7449/16310229930_dbd1cdc425_o.jpg	17	Sidewalk, ADA
8643	16728	WB MCDOWELL RD FS 107TH AVE	https://farm8.staticflickr.com/7416/15875092594_7b6a0f7738_o.jpg	17	Meets Warrant
8644	16712	EB MCDOWELL RD FS 107TH AVE	https://farm8.staticflickr.com/7373/15877522213_8e32450914_o.jpg	17	Information Display
8645	16729	WB MCDOWELL RD FS 112TH AVE	https://farm9.staticflickr.com/8569/16309938888_a29aba15d4_o.jpg	17	Meets Warrant
8646	16711	EB MCDOWELL RD NS 111TH AVE	https://farm8.staticflickr.com/7375/16471669246_7b0259c3a3_o.jpg	17	Meets Warrant
8647	16730	WB MCDOWELL RD FS AVONDALE RD	https://farm9.staticflickr.com/8647/16311393239_017f36f710_o.jpg	17	Sidewalk, ADA
8648	16710	EB MCDOWELL RD FS AVONDALE RD	https://farm9.staticflickr.com/8749/16659855730_0fc748e327_o.jpg	17	Information Display
8649	16731	WB MCDOWELL RD FS 119TH AVE	https://farm9.staticflickr.com/8608/16310215260_40956569ed_o.jpg	17	Meets Warrant
8650	16709	EB MCDOWELL RD FS 119TH AVE	https://farm8.staticflickr.com/7394/15875107234_20493f8e1a_o.jpg	17	ADA, Information Display
8651	10961	WB MCDOWELL RD FS RANCHO SANTA FE	https://farm9.staticflickr.com/8657/16471654556_108e542137_o.jpg	17	Meets Warrant
8653	16707	EB MCDOWELL RD FS DYSART RD	https://farm9.staticflickr.com/8637/16497667445_116a3d0138_o.jpg	17	Light, Information Display, Bike Rack, Landscaping
8692	10445	WB VAN BUREN FS 111TH AVE	https://farm8.staticflickr.com/7388/16311723887_ffdbd91136_o.jpg	3	Meets Warrant
8693	10297	EB VAN BUREN FS 111TH AVE	https://farm8.staticflickr.com/7424/16496645972_91b8577cd6_o.jpg	3	ADA, Shade, Information Display
8694	10448	WB VAN BUREN FS EL MIRAGE	https://farm8.staticflickr.com/7296/16310229190_9077cdc20b_o.jpg	3	Meets Warrant
8695	10293	EB VAN BUREN FS EL MIRAGE	https://farm8.staticflickr.com/7379/15877508143_9071fa2ca0_o.jpg	3	Shade, Information Display
9254	17484	EB E VAN BUREN ST FS S 103RD AV	https://farm8.staticflickr.com/7313/16311734997_6ea9774c12_o.jpg	3	Meets Warrant
9258	18327	WB E VAN BUREN ST FS S 105TH AV	https://farm8.staticflickr.com/7344/16495913131_18a7023273_o.jpg	3	Meets Warrant
9266	17482	EB E VAN BUREN ST FS N 4TH ST	https://farm8.staticflickr.com/7412/15875103654_ba6cd0a11f_o.jpg	3	Meets Warrant
9287	10554	WB W VAN BUREN FS N 99TH AV	https://farm8.staticflickr.com/7412/16309935348_1d512fe383_o.jpg	3	Meets Warrant
9550	0	AVONDALE PARK AND RIDE		563	Meets Warrant

Proposed Improvements - Future Stops

OBJECTID	Routes	Notes	Existing	Service	Exist Stop ID	Anticipated Warrant
1	131	Stops to connect to Indian School Rd	N	N	0	Level 2
3	131	Existing stop with shelter	Y	N	0	Level 1
4	131	Existing stop with shelter	Y	N	0	Level 1
5	131	Proposed stops to serve Estrella Mtn CC	N	N	0	Level 1
6	131	Proposed stops to serve Estrella Mtn CC	N	N	0	Level 1
7	131	Proposed stops to serve Estrella Mtn CC	N	N	0	Level 1
8	131	Proposed stops to serve Estrella Mtn CC	N	N	0	Level 1
9	131	Stop to connect to Thomas Rd	N	N	0	Level 2
10	131, ZOOM	Existing ZOOM stop with shelter	Y	Y	2881	Level 2
14	131, ZOOM	Existing ZOOM stop with shelter	Y	Y	8024	Level 2
16	131, ZOOM	Quartermile stop with commercial connection	N	N	0	Level 1
18	131, ZOOM	Halfmile stop with commercial connection	N	N	0	Base
19	131	Stop to connect to Van Buren St	N	N	0	Level 2
20	131	Stop to connect to Van Buren St	N	N	0	Level 2
21	131	Stops to connect to Agua Fria HS	N	N	0	Level 2
22	131	Stops to connect to Agua Fria HS	N	N	0	Level 2
23	131, ZOOM	Existing ZOOM stop, Base	Y	Y	4939	Level 1
26	131, ZOOM	Existing ZOOM stop, Base	Y	Y	4937	Level 1
28	131, ZOOM	Existing ZOOM stop, Base	Y	Y	4941	Level 1
30	131, ZOOM	Existing ZOOM stop, Base	Y	Y	4942	Level 2
32	131	Proposed stops to serve Main St and Central Ave	N	N	0	Level 1
34	131	Proposed stops to serve Litchfield Rd and El Cielo	N	N	0	Level 1
36	131	Proposed stops to serve Lower Buckeye and Main	N	N	0	Level 1
37	131, ZOOM	Existing ZOOM stop, Shelter	Y	Y	5717	Level 2
39	41, ZOOM North	Existing 41 stop, Base	Y	Y	7934	Level 2
41	41, ZOOM North	Existing pad	N	N	0	Base
42	41, ZOOM North	No Pad	N	N	0	Base
44	41	No Pad	N	N	0	Level 1
45	41	No Pad, connect to Dysart	N	N	0	Level 1
51	41	No Sidewalk	N	N	0	Base
52	41	No Pad	N	N	0	Base
54	41	No Pad	N	N	0	Base
56	41	No Pad	N	N	0	Base
57	29	No Pad, No metered street crossing	N	N	0	Base
58	29	No Pad, No metered street crossing	N	N	0	Base
59	29	Existing sign, pad, pull-out, connect to 107th Ave	Y	N	0	Level 1
60	29	No Pad, connect to 107th Ave	N	N	0	Level 1
61	29	No Pad, connect to Zoom North at 111th Ave	N	N	0	Level 2
62	29	No Pad, connect to Zoom North at 111th Ave	N	N	0	Level 2
63	Zoom North	No Pad, connect to Thomas Rd	N	N	0	Level 2
64	Zoom North	No Pad, connect to Thomas Rd	N	N	0	Level 2
65	29	Existing Pad, connect to Avondale Blvd	Y	N	0	Level 1
66	29	No Pad, connect to Avondale Blvd	N	N	0	Level 1
67	29	Existing Pad	N	N	0	Base
68	29	Existing Pad	N	N	0	Base
69	29	Existing Pad, connect to McDowell Rd	N	N	0	Level 2
70	29	No Pad, No sidewalk, connect to McDowell Rd	N	N	0	Level 2
71	29	No Pad, connect to commercial	N	N	0	Base
72	29	No Pad, connect to commercial	N	N	0	Base
73	29	No Pad, connect to commercial	N	N	0	Base
74	29	No Pad, connect to commercial	N	N	0	Base
75	29, 3, ZOOM	Existing, connect to Van Buren St	Y	Y	0	Level 2
76	29	No Pad, connect to Van Buren St	N	N	0	Base
77	29, 3	Existing Civic Center Stop	Y	Y	7974	Level 3
79	3	Existing stop with shelter	Y	N	0	Level 2
96	ZOOM North	No pad, Stop to connect to school	N	N	0	Base
97	ZOOM North	No pad, Stop to connect to school	N	N	0	Base
98	ZOOM North	No pad, Stop to connect to school	N	N	0	Base
99	ZOOM North	No pad, Stop to connect to school	N	N	0	Base
100	ZOOM North	No pad, Stop to connect to school	N	N	0	Base
101	ZOOM North	No pad, Stop to connect to school	N	N	0	Base
102	ZOOM North	No pad, Stop to connect to school	N	N	0	Base
103	ZOOM North	No pad, Stop to connect to school	N	N	0	Base

Category Number:
Item Number: 3.

CITY COUNCIL AGENDA

SUBJECT:
Proposed Amendments to the Personnel Policies and Procedures Manual

MEETING DATE:
10/5/2015

TO: Mayor and Council

FROM: Cherlene Penilla, Human Resources Director (623) 333-2218

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Council will review and consider proposed amendments to the Personnel Policies and Procedures, Chapter 3 Applications, Chapter 5 Classifications and Compensation, Chapter 6 Employee Benefits, Chapter 7 Drugs and Alcohol, Chapter 11 Safety, Chapter 13 Employee Records and Reports, Chapter 14 Employee Education Assistance, Chapter 16 Information and Communications Technology, Chapter 17 Separations, Chapter 19, Grievances.

BACKGROUND:
On May 19, 2014, the City Council approved changes to Chapter 19 Grievances and Appeals. Changes to Chapter 19 involved moving from a Personnel Board hearing to an Independent Hearing Officer. Since that time the City has identified additional areas in Chapter 19 that need clarification/modification.

Furthermore, other Chapters of the City's Policy and Procedures Manual have been updated to reflect current practices and changes to state and federal law.

DISCUSSION:

The following are major highlights of the changes to Chapter 3 Applications:

- Removes language requiring an applicant to provide criminal history regarding felony convictions on the City of Avondale employment application

The following are major highlights of the changes to Chapter 5, Classification and Compensation:

- Removes language addressing speciality pay for sworn police employees (Field Training Officer Pay, Detective Pay, Internal Affairs Investigator Pay, and Motor Pay) which is now covered under the Police Memorandum of Understanding (MOU)
- Adds language to the on-call and overtime sections to refer sworn police employees to the MOU for call back rate calculations and comp time accrual maximums
- Changes language in the promotion section, indicating that the increase in base pay for a promotion shall be commensurate with the employee's experience, education, and current market condidtions. HR must approve any offer that is midpoint of the pay range or below. Any offer over the midpoint of the pay range must also be approved by the City Manager.

The following are major highlights of the changes Chapter 6 Employee Benefits:

- Changes the terms "husband and wife" to spouse
- Adds language to clarify that vacation leave is paid at 100% of an employee's accrued balance upon separation from City of Avondale employment
- Adds language to allow for a work day of bereaement leave for the death of a niece or nephew
- Adds language addressing accomodations for additional leave, beyond Family and Medical Leave Act (FMLA), in accordance with the American with Disabilities Act (ADA)

The following are major highlights of the changes to Chapter 7 Drugs and Alcohol:

- Changes language to reflect current laws and practices regarding the use of legal drugs by employees
- Updates the pre-employment drug abuse screening to be in line with Federal and State laws and current practices (only applicants who are required by AZ-POST or by Federal/State law will be tested for drugs prior to an offer of employment)

The following are major highlights of the changes to Chapter 11 Safety:

- Changes language to reflect currect practices for drug testing following any accident involving a City vehicle

The following are major highlights of the changes to Chapter 13 Employee Records and Reports:

- Adds language to clarify that specific personnel records are maintained by the Police Department for sworn police officers under the Arizona Police Officers Standards Training (AZ-POST) and the Fire and Medical Department for training records specific to firefighters
- Removes sections covering the following categories: Personnel Records, Reports to the Human Resources Department, Other Records and Correspondence, Employee Register and Personnel File, and Forms Facilitating Personnel Administration
- Adds language to clarify who has access to personnel files
- Adds language to clarify the procedure for internal requests, public records requests and information verification/reference checks to access personnel files
- Changes language to reflect current practices for employees to update their own personal information in the City's personnel system

The following are major highlights of the changes to Chapter 14 Employee Tuition Assistance:

- Adds language to clarify that part-time employees are not eligible for tuition reimbursement
- Adds language to clarify that employees that receive financial assistance from other sources (military benefits, scholarships, grants) may not be eligible for tuition reimbursement from the City
- Adds language to clarify that a course must result in formal college credit
- Changes language to allow course content outside the mployee's current job class
- Adds language to allow eligibility for courses taken to complete a General Education Diploma (GED)
- Changes language to allow for up to $5,000.00 per calendar year maximum reimbursement
- Changes language to clarify an approved application for reimbursement must be submitted within 60 days (instead of three months) to be eligible for reimbursement

The following are major highlights of the changes to Chapter 16 Information and Communications Technology:

- Adds language to define "Backup" and "User Access Account"

- Adds language to address accountability of employees for all activity occurring under their user accounts
- Adds language to describe prohibited use of City Technology
- Adds language to describe the responsibilities of employees that telecommute for the security of City technology assets
- Adds language to remind employees that informal communications may fall under the Arizona Public Records laws and corresponding retention schedules
- Adds language prohibiting employees from recording images of City work products unless it is for City business purposes
- Removes language covering social media
- Adds language to support testing of new technologies with the approval of the Chief Information Officer
- Adds language to clarify that IT is responsible for coordinating all external security requirements
- Adds language to ensure IT is consulted regarding technology based positions
- Adds language to clarify that departments are responsible to coordinate with IT for all external vendor based IT services and products
- Adds language that employee technology and security training is required at least annually and tracked by the Human Resources Department

The following are major highlights to the changes in Chapter 17 Separations:

- Removes language that vacation leave payout is a maxiumum of 240 hours for all employee and 402 hours for Fire personnel

The following are major highlights to the changes to Chapter 19 Grievances and Appeals:

- Adds language to reflect that a cooperative solicitation is an option for establishing a list of attorneys to serve as an Independent Hearing Officer
- Changes language to reduce the number of Independent Hearing Officers on the list from five to three
- Changes language to clarify that the Independent Hearing Officer submits his/her findings and recommendations on the merits of the appeal within 15 working days of the hearing
- Adds language to clarify a closed hearing does not preclude the attendance of persons necessary to assist in the presentation of evidence and arguments, the Human Resources Director or authorized designees and the appellant's department director or authorized designees
- Adds language to address A.R.S. 38-531 and A.R.S. 38-532 appointing an independent personnel board for all employees or a former employee alleging violation of A.R.S. 38-532

BUDGET IMPACT:
There are no direct costs associated with the amendments to the City of Avondale Policies and Procedures.

RECOMMENDATION:
Proposed amendments are for information and discussion only.

ATTACHMENTS:

Description

Chapter 3 - Application Redlined

Chapter 5 - Class Comp Redlined

Chapter 6 - Employee Benefits Redlined

Chapter 7 - Drug & Alcohol Policy Redlined

Chapter 11 - Safety Redlined

Chapter 13 - Employee Records and Reports Redlined

Chapter 14 - Employee Education Assistance Redlined

Chapter 16 - IT Redlined

Chapter 17 - Separations Redlined

Chapter 19 - Grievances and Appeals Policy (Personnel) Blackline

CHAPTER 3
Applications

A. Application Forms

Al1 applications for employment must be submitted on-line at www.avondale.org.

B. Americans with Disabilities Act

The City of Avondale endeavors to make all of its programs, services, facilities, and employment opportunities available to, accessible for, and usable by qualified individuals with disabilities. The City has adopted a procedure for prompt and equitable resolution of complaints alleging discrimination by the City on the basis of disability or a violation of the Americans with Disabilities Act. For individuals in need of some reasonable accommodations in the application or interview process, or if such accommodations are denied, contact the Human Resources Director.

C. Pregnancy Discrimination Act

The City of Avondale will not discriminate on the basis of pregnancy, childbirth or related medical conditions which constitutes unlawful sex discrimination under Title VII. The City of Avondale will treat women affected by pregnancy or related conditions in the same manner as other applicants or employees with similar abilities or limitations.

D. Equal Employment Opportunity

All persons will be given equal consideration in hiring, promotion, compensation, training, discipline, and all other terms and conditions of employment without regard to race, religion, color, sex, age, national origin, disability, genetic and family medical history information, medical marijuana cardholder status or any other legally protected status.

E. Filing Application Forms

All applications for employment must be submitted online at www.avondale.org. Resumes will be accepted only as a supplement to the application.

Applications will only be accepted for positions that are currently open.

A separate online application must be submitted for each position.

Completed applications and supplements (if applicable) must be submitted online by the date and time indicated on the posting.

Applications will only be accepted when submitted online and fully completed.

F. Screening of Applicants

Applicants for all examinations must meet the minimum qualifications for the class of positions for which they are applying. Qualifications will be evaluated on the basis of information provided on the application form. Failure to provide sufficient information may be cause for rejection of the applicant. This list is without limitations. Other causes for rejection include:

1. A lack of the minimum qualifications required for the position.

2. Whether the applicant is eligible to work in the United States.

~~**3. If the applicant has been convicted of a felony, the type of which if perpetrated in the City service would hinder the type or level of the service if the position is one of public safety or public trust. It is at the City's discretion to determine whether the crime is of the type that would hinder the person's ability to perform the job.**~~

4. If the applicant has made any false statement of any material fact or attempted to practice any deception or fraud on his/her application or attachments or exams or resumes.

G. Drug Screening for New-Hires

Applicants selected to appointment to specified positions with the City of Avondale will first successfully pass a drug-testing program. Failure to pass the test will disqualify an applicant from any future consideration of employment for a period of one (1) year. If an applicant begins employment before the results of the drug test are received, and the applicant tests positive for illegal drug use, they will be immediately terminated from employment and not eligible for consideration for re-employment for a period of one (1) year. The City of Avondale ~~will comply~~complies with DOT drug testing guidelines.

H. Physical and Mental Fitness

All applicants for employment will meet the physical and mental performance requirements of the positions they seek. Impairments will be favorably considered if the disabilities are such that the applicant can be expected to perform the essential functions of the position requirements with reasonable accommodation, if necessary. A physical and psychological examination, if required, will be done by an Independent Medical Examiner. The expense of medical examinations, when required, will be borne by the City of Avondale.

I. Examinations

Certain positions may be subject to competitive testing.~~, and~~ A~~a~~pplicants will be informed of the nature of such testing in advance.

J. Employment Certified Lists

As soon as possible after the completion of an examination or selection process, the Human Resources Director will prepare and keep available an employment certified list consisting of the names of candidates who qualified in the examination and are selected during the process. The certification list will be arranged alphabetically by name. An employment certified list will also be maintained on all vacancy announcements that do not require examinations.

1. Duration of Certified Lists

Employment certified lists will remain in effect for up to six (6) months, unless sooner exhausted, and may be extended, prior to their expiration dates, by action of the Human Resources Director for additional periods, but in no event will employment certified lists remain in effect for longer than one (1) year.

2. Removal of Names from Certified Lists

The name of any person appearing on an employment certified list, or a promotional list, will be removed by the Human Resources Director if the eligible person requests, in writing, that his/her name be removed, if he or she fails to respond to a notice of certification mailed to his/her last known address, or for any of the reasons specified in these policies and procedures. The names of persons on promotional employment lists who resign from the service will automatically be dropped from such lists.

CHAPTER 5
Classification and Compensation

A. Purpose of the Classification Plan

The City's job classification system provides a structured, consistent method and quantitative techniques for arriving at objective compensation and classification decision. Some of the criteria used for determining job classifications include job duties, education and training, decision-making authority, supervisory responsibility, contacts with others as required by the job, working conditions, and other qualifications.

1. Classification Plan

A position classification plan based upon and graded according to assigned work duties and responsibilities will be developed and maintained by the Human Resources ~~Director~~ Department to provide standardization and classification of all positions in the City service. Before the implementation of ~~a~~ said plan it will be approved by the City Manager. With the approval of the City Manager, new ~~classes~~ classifications may be established, combined, or abolished. The position classification plan will include:

a. Outline of classes of positions in the classified service arranged in appropriate occupational group.

b. Class specifications.

2. Administration of Classification Plan

The City Manager will instruct the Human Resources Director to conduct position classification studies at such times as he/she deems it necessary or whenever the duties and responsibilities of existing positions have undergone significant change. In addition, a classification study will be made when new positions are to be established, or may be requested by a department manager. If the Human Resources Director finds that a substantial change in organization, creation of change of position or other pertinent conditions warrant the amendment of the existing class, he/she may amend the classification plans subject to review and approval by the City Manager.

B. Compensation Plan

1. Philosophy

The philosophy of the City of Avondale is to provide an equitable compensation program for all employees. The basic concept of the pay system is that job responsibility and job performance as well as market influence will be the key determinants of an employee's salary. The City is dedicated to providing an atmosphere that demonstrates a commitment to service excellence and customer satisfaction.

2. Purpose

The purpose of the City's pay system is to attract, retain, and motivate employees through the payment of financial compensation that is commensurate with the individual's ability, responsibility and contribution toward the City's goals. This program is designed to recognize and reward performance, and achieve internally equitable and externally competitive market compensation.

3. Objectives

The objectives of the City's compensation program are:

- To clearly define the essential functions of each position through written job descriptions;
- To provide compensation that is competitive with jobs outside the City;
- To provide recognition for superior performance;
- To comply with federal, state and local regulations;
- To establish a system that is fiscally sound and cost effective;
- To provide a program that is understood by employees;
- To provide a pay system that can easily be administered and maintained; and
- To establish a salary range for each job that is based on a systemic blending of the job's internal worth to the City and the job's external value in the market.

4. Compensation Policy

The compensation program for the City is based on the following compensation policy.

a. The City will provide total compensation opportunities of direct pay, specialty pays, indirect pay (e.g. benefits), career opportunities, etc., that are a blend of the total compensation opportunities offered by its competitors and the objectives of the City's compensation program.

b. Each job classification in the City will have a salary range defined by minimum, mid, and maximum dollar limits. The ranges define the pay opportunities for the job. Pay for each employee shall be within the assigned range.

c. Each job classification in the City will have a written job description. Job descriptions will be reviewed annually or as scheduled by the Human Resources Department. Employee will be provided with a copy of their respective job descriptions.

5. Maintenance of Compensation Plans

a. Compensation plans shall be reviewed by the Human Resources Department at least every two (2) years or as directed by the City Manager. The Human Resources Department will utilize current salary data obtained from relevant competitive

employment markets and other pertinent factors as a basis for maintaining the compensation plans.

b. Periodic salary surveys will be used as a means to monitor the movement of salaries within the market. Adjustments will be made to the compensation plans subject to the City's overall financial state as determined by the City Council and City Manager.

6. Pay Computation

For hourly employees not exempt from the overtime requirements of the Fair Labor Standards Act ("non-exempt"), gross pay is computed by the hours worked times the rate of pay. Human Resources will determine whether an employee is eligible to receive overtime pay. Net pay for all employees, both hourly and salaried, will be computed by subtracting applicable deductions, e.g., federal and state income tax withholdings, applicable Retirement System contributions, Social Security, etc., from gross pay.

7. On-Call Policy

Certain departments may make non-exempt positions eligible for on-call compensation when the employee is required to be on-call. The employee must be accessible and available for work upon being contacted via telephone, cell phone, or pager (beeper). The employee must be available to report to work within a reasonable time (one hour) after being contacted by the City, if needed. The employee must also be in a physical condition that allows him/her to resume duty.

a. Definitions

"On-call" means when an off-duty employee must remain available to be called back to work on short notice if the need arises. An employee is considered to be on-call only when assigned by the City.

"On-call pay" means the additional compensation awarded to employees who are required to remain on-call during off-duty hours.

"On-call status" means the state of an off-duty employee required to remain on-call. An employee is considered to be in on-call status only when assigned by the City. Hours spent in on-call status will not be considered hours worked for the purposes of calculating overtime compensation.

"On-call time" means the periods of time when an employee is off-duty but is required to remain on, or close to, the City premises or to respond to a call or page within a specified period of time, resulting in the employee being unable to effectively use such time to attend to his or her own personal activities. On-call time will not be considered hours worked for the purposes of calculating overtime compensation.

"Callback" means when an employee has left the work site and is requested to respond on short notice (either by returning to work or via telephone/computer) to a work situation to:

(1) Avoid significant service disruption.
(2) Avoid placing employees or the public in unsafe situations.
(3) Protect and/or provide emergency services to people, property and/or equipment.
(4) Respond to emergencies.

b. On-call/Callback Compensation

(1) On-call Pay Rate

An employee assigned to on-call status will be compensated at the rate of two dollars per hour ($2.00/hr) as on-call pay of on-call time. On-call hours begin after the completion of the on-call employee's scheduled workday and continue until resuming work the following workday.

(2) Callback Pay Rate

When an on-call employee is called back to work after completing the regular work schedule and leaving the premises, the employee shall be paid for time actually worked upon return or a minimum of two (2) hours at their regular hourly or base rate, whichever is greater. Sworn police employees covered under the Police Association shall refer to the MOU for call back rate calculations.

(4) On-call Status Hours Not Included in Overtime Compensation Calculation

On-call time will not be considered hours worked for the purposes of calculating overtime compensation. Only hours actually worked (over forty (40) hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.

(5) On-call Pay Exclusions

Employees will not receive on-call pay when they are:

- On vacation leave
- On sick leave
- On administrative leave
- Receiving short-term disability benefits
- Receiving worker's compensation benefits
- On bereavement leave
- On an approved leave of absence

- Not available to work
- Restricted to light duty
- Restricted from performing work activities

c. On-Call Duty Requirements

(1) Employees serving on-call status must adhere to all of the following requirements:

(a) Thoroughly check the working status of the cell phone before on-call status begins and maintain it in operational mode at all times.

(b) When notified, respond and arrive at work within one (1) hour or less.

(c) Arrive fully capable of performing the function of the job.

(2) If an employee does not meet the criteria as defined above, he/she will forfeit the on-call pay from the time of the first attempt to contact him/her to the end of the "on-call" time period.

(3) Each employee will be responsible for documenting each time he/she is on-call and forward to his/her supervisor to approve the on-call time.

(4) An employee who is assigned to on-call status and cannot be reached or does not report within one (1) hour of being contacted may face disciplinary action.

8. Incomplete Pay Period

A nonexempt hourly employee who does not work his/her regularly scheduled work week will be paid only for the number of hours actually worked in the pay period at his/her regular hourly rate of pay, unless such absence is authorized by his/her department director.

9. Overtime

a. Policy

It is the policy of the City of Avondale to discourage overtime work for non-exempt hourly employees, except when required to safeguard public health, safety or property. However, overtime may be assigned by the department director or City Manager as may be necessary to meet operating needs. Non-exempt employees have the right to be paid for overtime worked. Exempt employees are not eligible for overtime compensation. The Human Resources Director determines the exempt and non-exempt status according to the classification of the position, and in compliance with the Fair Labor Standards Act ("FLSA").

b. Overtime Authorization

An employee is expected to seek advance approval for overtime work and to report overtime worked at the time of reporting other hours worked in a work-reporting period. Overtime by non-exempt employees must be approved in advance, but if worked it must be compensated, whether approved or not. An employee that has worked unauthorized overtime may face disciplinary action up to and including termination.

c. Overtime Compensation

(1) Overtime Pay Rate

When overtime work is performed and authorized, a non-exempt hourly employee will be compensated at the rate of one and one-half (1.5) the amount of his/her hourly rate for hours worked in excess of forty (40) hours within the designated workweek, as provided by law or as otherwise provided for in these policies.

(2) Compensatory Time Off

(a) In lieu of monetary payment at the overtime pay rate set forth in these policies, non-exempt employees may elect to take compensatory time off ("comp time") for overtime hours worked, with approval of the supervisor. Upon approval, overtime shall be compensated at the rate of one and one-half (1.5) hours of comp time for every one (1) hour of overtime worked by the employee.

(b) The maximum number of comp time hours that any employee will be permitted to accrue shall be sixty (60) hours (forty (40) hours of actual overtime worked). The use of comp time by the employee shall be scheduled in accordance with departmental guidelines and procedures. An employee shall be permitted to use accrued comp time within a reasonable period after it is requested if, in the judgment of the supervisor, it does not unduly disrupt the operation of City services. Sworn police employees covered under the Police Association shall refer to the MOU for comp time accrual maximums.

(c) The City reserves the right to pay out compensatory time balances to the employee at any time.

(d) All compensatory time that is not used that remains on the books at the close of the fiscal year will be paid out to the employee.

(e) Upon separation from City employment, employees with a compensatory time balance will be paid at their current regular rate of pay. An employee

who is promoted or reclassified to an exempt position will be paid for any comp time balance at their regular rate of pay prior to the personnel action.

10. Transfers

a. Employees may be voluntarily or ~~be~~ involuntarily transferred from one position to another within the same classification or salary range. The transfer must be in the best interest of the City of Avondale and/or for the development of the employee, as determined by the City Manager.

b. Employees desiring a voluntary transfer must submit a transfer request and an application to the Human Resources Department. The transfer request and application will be valid until December 31 of each year. Employees wishing to remain on a transfer eligibility list must submit a new transfer request.

c. When an employee is transferred, the department director of the department to which the employee is transferred may request an increase not to exceed five percent (5%) if the employee possesses special qualifications of benefit in meeting the needs of the new department. Justification for an increase must be provided in writing to, and approved by, the Human Resources Department prior to the effective date of the transfer. Otherwise, no increase shall be granted.

d. Transferred employees retain their review date for performance evaluations and rate of pay. All leave accruals will remain the same.

11. Promotion

a. Employees promoted to a higher classification shall be placed in the new classification salary range and shall receive an increase in their base pay ~~of at least five percent (5%) unless more is required to reach the minimum of the new classification range~~in commensurate with their experience, education, and current market conditions. Justification needs to be submitted in writing to the Human Resources Director and must be approved by Human Resources. Anything over midpoint of the new classification range will also require approval of the City Manager. Promotional increases shall not exceed the maximum of the new salary range. Promoted employees will serve the appropriate promotional probationary period applicable to the new position.

b. Promotional pay increases shall become effective at the beginning of the next pay period.

12. Reclassification

a. A position may be reclassified on the basis of changes in the duties and responsibilities or qualifications for the position. A reclassification or job title changes requires approval of the Human Resources Director and the City Manager.

b. If a reclassification results in an employee being assigned to a higher pay range the employee will be placed in the new pay range with a five percent (5%) increase unless more is required to reach the minimum of the new range. A reclassification shall not cause an employee to exceed the maximum of the new pay range.

c. If an employee is assigned to a lower pay range the employee will be placed in the new pay range without any decrease in pay. If the employee's rate of pay exceeds the maximum of the new range then the employee will be ineligible for any base pay increases. When the range increases to exceed the employee's base rate then the employee will again be eligible for base rate increases.

13. Involuntary Demotion

a. Employees, who are involuntarily demoted as a result of disciplinary action, shall be placed in the new classification and their rate of pay shall be reduced by at least five percent (5%) from their present rate of pay. The new rate of pay shall not exceed the maximum of the lower salary range. The review date for performance evaluations shall remain the same.

a. Reduction in pay as a result of involuntary demotion will be effective at the beginning of a pay period.

14. Voluntarily Demotion (requested downgrade)

Employees may be voluntarily demoted from one position to another. Employees who voluntarily demote from on position to another will have their rate reduced by at least five percent (5%) from their present rate of pay. If the new rate of pay exceeds the maximum of the range then the employee's rate of pay will be frozen until such time as the maximum of the pay ranges increases to include the employee's rate of pay. Employees will be required to satisfy selection requirements for the new position to which the employee is voluntarily demoted. The City reserves the exclusive right to consent to or deny a request for voluntary demotion, depending on available positions, qualifications, departmental workload, employee skill level, and the City's need to hire and retain the most qualified applicants.

15. Appointments

a. Temporary Employees

Pay for temporary employees will be consistent with duties and responsibilities of the temporary position as outlined in the compensation plan. Pay for regular part-time hourly employees will be based on the number of hours worked. Such pay will normally be proportionate to the regular full-time pay rate for the position.

b. New Hires

A department director may request to hire an applicant up to the midpoint of the pay range for the position based upon an assessment of an applicant's relevant experience, training, education and a review of the current incumbents' salaries that are performing the same job. A summary of the findings shall be submitted to the Human Resources Director for approval. Any request to hire an applicant above the midpoint will require the prior approval of the Human Resources Director and the City Manager.

c. Former Employee

Former employees must apply for open positions in the same manner as other applicants for the position.

16. Wages In Advance

It is the policy of the City of Avondale that no advance of wages ~~will~~ be made.

17. Termination Pay

a. An employee who voluntarily resigns will receive his/her final paycheck on the first regularly scheduled payday following termination/separation of his/her employment. An employee who is eligible for vacation time will be paid for all unused vacation time and other leave as allowed in this policy upon termination.

b. An employee terminated by the City shall receive payment for his/her wages within three (3) working days of his/her termination from employment.

18. Pay During National Guard and Reserve Training

a. All regular employees who ~~are or may become~~serve as active members of the National Guard, the Army Reserves, the Navy Reserves, the Air Force Reserves, Marine Reserves, the Coast guard or other reserve military organizations, will be entitled to leave of absence with pay from their respective duties on all duty days on which they are actively engaged in training. However, such leave with pay will not exceed thirty (30) days in any two (2) year period, or as otherwise required by law.

b. All regular employees who ~~are or may become~~serve as active members of the National Guard, the Army Reserves, the Navy Reserves, the Air Force Reserves, Marine Reserves, the Coast Guard, or other reserve military organizations will be entitled to compensation if called to active military duty in times of war or national crisis as declared by the President of the United States. In accordance with Arizona law, such employees shall receive military leave with pay for up to thirty (30) days in any two (2) consecutive years.

19. Temporary Reassignment Pay

Regular status employees may be temporarily assigned to a classification in a higher grade upon recommendation of the supervisor and with approval of the department director. Eligible employees will receive a minimum of five percent (5%) above their regular salary for the duration of the temporary detail or more, if necessary, to reach the entry level rate of pay in the higher grade. The Human Resources Director may authorize the placement of the employee at greater than five percent (5%) based upon the scope and degree of the duties performed and the anticipated duration of the assignment.

a. The employee must fully perform the duties and responsibilities of the higher classification for the duration of a minimum of twenty-one (21) consecutive calendar days to receive temporary reassignment pay. Compensation shall be retroactive to day one of the assignment.

b. If the temporary reassignment pay is for a period of six (6) months or less, the reassignment may be made non-competitively. If the reassignment is for more than six (6) months, then the reassignment shall be made competitively in accordance with these policies and procedures or as approved by the Human Resources Director. An extension may be requested in writing to the Human Resources Director. No temporary reassignment shall extend beyond one (1) year.

c. Employees on temporary reassignment shall have the right to return to their previous regular position at the conclusion of the assignment.

d. Increases in pay for the temporary reassignment will be immediately discontinued when the employee returns to their regular position.

20. Shift Differential

a. A shift differential shall be paid for regularly scheduled work shifts scheduled to begin or end between the hours of 9:00 p.m. and 4:00 a.m. Shift differential is not paid for hours worked over the regular shift when work is a continuation of the regular shift. Employees who are called back or who are covering another shift for another employee and perform work outside their regularly assigned shifts do not receive shift pay. Shift differential is not paid to employees on paid or unpaid leave.

b. An employee shall be paid a shift differential set by administrative policy when working a shift that ends between the hours of 9:00 p.m. and 12:00 midnight, or when working a shift that includes work between the hours of 12:01 a.m. and 4:00 a.m.

c. Only regular, non-exempt employees and sworn police employees below the grade of lieutenant are eligible for shift differential. Temporary employees and employees of the Fire Department are not eligible for shift differential.

21. ~~Field Training Officer Pay~~

~~Police officers and dispatchers, assigned to fulfill the duties of field training officer ("FTO"), shall receive FTO pay at an amount determined by administrative policy for the term of~~

~~the assignment once they have successfully completed the National Association of Field Training Officer's ("NAFTO") certification course or other appropriate training. FTO's on administrative leave and/or medical leave in excess of eighty (80) hours shall not receive the FTO pay until they are approved to return to full-duty status.~~

~~22. Detective Pay~~

~~Police officers assigned by the Police Chief to fulfill the duties of detective shall receive detective pay at an amount determined by administrative policy for the term of the assignment. Detective pay begins as soon as they begin performing in the position. Detectives on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the detective pay until they are approved to return to full-duty status.~~

~~23. Internal Affairs Investigator Pay~~

~~Sergeants assigned by the Police Chief to fulfill the duties of internal affairs investigator, shall receive internal affairs investigator pay at an amount determined by administrative policy for the term of the assignment. Internal affairs investigator pay begins as soon as they begin performing in the position. Sergeants on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the internal affairs investigator pay until they are approved to return to full-duty status.~~

~~24. Motor Pay~~

~~Police officers, assigned by the Police Chief to fulfill the duties on motor patrol, shall receive motor pay at an amount determined by administrative policy for the term of the assignment. Motor pay begins as soon as they begin performing in the position. Police officers on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the motor pay until they are approved to return to full-duty status.~~

25. Public Safety Dispatcher Pay

Public safety dispatchers, assigned by the Police Chief to fulfill the duties of public safety training dispatcher, shall receive public safety training dispatcher pay at an amount determined by administrative policy for the term of the assignment. Public safety training dispatcher pay begins as soon as they begin performing in the position. A public safety training dispatcher on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the public safety training dispatcher pay until they are approved to return to full-duty status.

26. Battalion Chief Coverage Pay

Battalion chiefs regularly assigned to work the fifty-six (56) hour shifts may be eligible to receive coverage pay at an amount determined by administrative policy.

27. Bilingual Pay

City employees may be eligible for bilingual pay for Spanish language skills. Guidelines regarding eligibility and compensation are set forth in Administrative Policy 36.

28. Cost of Living Adjustment

Each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

29. Merit Pay

Each budget year the City Council determines the amount, if any, of a merit pay increase for employees. Regular status employee chosen to receive a merit increase will receive the increase at the beginning of the fiscal year, or as specified by the City Council and City Manager. Employees who are on their original/promotional probation will receive their merit increase upon successful completion of their probationary period. Merit pay increases will be subject to the overall financial state of the City, as determined by the City Council and City Manager.

30. Uniform Allowance

Regular employees who perform work that requires an employee to wear a uniform and/or safety shoes may be provided with a uniform and/or safety shoes or an allowance as established by administrative policy for each participating department.

CHAPTER 6
Employee Benefits

A. Sick Leave

1. Sick Leave Defined

a. Sick leave is an approved period of absence granted to an employee due to:

(1) Illness, injury or other medical condition which renders the employee unable to perform the duties of the position.

(2) Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner, of an employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process, or other legal dependents. Sick leave may also be granted under Family Medical Leave Act ("FMLA").

b. An adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel and any other activities necessary to allow adoption to proceed.

2. Accumulation of Sick Leave

a. Employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period.

b. Employees who work fewer than 2080 hours annually, or who are regular part-time employees hired prior to September 15, 2009, will accrue sick leave at the rate of 1.85 hours per biweekly pay period.

c. Regular part-time employees (working 30 hours or less) hired after September 15, 2009 are not eligible for sick leave.

d. Sick leave hours are accumulated without limit.

e. When an employee is promoted, demoted or transferred, he/she shall retain all accrued sick leave.

3. Sick Leave Usage

Employees eligible for sick leave usage by this policy may use sick leave hours only as provided. Sick leave is a privilege, not a right. Employees are subject to discipline for misuse or abuse of sick leave privileges.

a. Sick leave may be taken when approved by the department director.

b. A department director may require a submission of evidence substantiating the need for sick leave. An absence of three or more days shall be reported to the Human Resources Department to determine if FMLA leave is warranted.

c. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.

4. Compensation for Sick Leave

a. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.

b. Compensation upon retirement will be as follows:

(1) Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

(2) Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

5. Notification

An employee should notify his/her supervisor as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's work day. Employees shall communicate by phone with his/her supervisor. Sending a text message or email is unacceptable and will not be considered notification. An employee must notify his/her supervisor on each day of absence unless other arrangements have been made or FMLA has been approved through Human Resources. Failure to provide proper notice may result in disciplinary action up to and including termination.

B. Family and Medical Leave Act ("FMLA")

1. General Provisions

It is the policy of the City ~~of Avondale~~ to grant up to 12 weeks of FMLA leave during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. The City has the right to

designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

a. The birth of a child and in order to care for that child;

b. The placement of a child for adoption or foster care and to care for the newly placed child;

c. To care for a close family member (usually a spouse, child, or parent) with a serious health condition; or

d. The serious health condition (described below) of the employee.

(1) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.

(2) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long term

health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

e. Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

f. Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If ~~husband and wife~~both spouses ~~both~~ work for the City, ~~the husband and wife~~each spouse may only take a combined total of 26 workweeks of leave.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.

The City requires an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy. The City relies heavily on the physician's assessment.

An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. If ~~a husband and wife~~ spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, ~~the husband and wife~~ each spouse may each take 12 weeks each of leave.

4. Employee Status and Benefits During Leave

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City may discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act ("COBRA") would be offered. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

5. Employee Status After Leave

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

6. Use of Paid and Unpaid Leave

If the employee has accrued or earned sick leave, the employee must use paid sick leave first and exhaust all accrued sick leave balances prior to taking any portion of the 12 weeks as unpaid FMLA leave. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for unpaid leave.

Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12 week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12 week entitlement.

7. Intermittent Leave or a Reduced Work Schedule

An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

If the employee is taking FMLA leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the City before taking intermittent FMLA leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the FMLA leave is medically necessary. The City requires certification of the medical necessity as set forth in this policy.

Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible. An employee using intermittent leave due to medical necessity should notify his/her supervisor as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's work day. An employee must notify his/her supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

8. Certification of the Serious Health Condition

A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

The City requires certification of a serious health condition. The employee shall make every effort to respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of FMLA leave. Medical certification may be provided by using the medical certification form. Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.

If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

Certification related to active duty or call to active duty - The City may require that a request under active duty or call to active duty be supported by a certification issued at such time and in such manner as prescribed by Federal Law. Please consult with the Human Resources Department for current Federal guidelines regarding notification.

9. Procedure for Requesting Leave

All employees requesting leave under this policy must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department and their immediate supervisor. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

When an employee plans to take leave under this policy, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.

Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisors and Human Resources in writing at least two weeks in advance or as soon as possible and must have the physician re-certify that the extended leave is medically necessary. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and the employee will be subject to disciplinary action up to and including termination.

10. Job Benefits and Protection

a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.

b. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

c. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

d. FMLA makes it unlawful for any employer to:

(1) Interfere with, restrain or deny the exercise of any right provided under FMLA.

(2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

e. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

11. Enforcement

a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

b. An eligible employee may bring a civil action against an employer for violations.

c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

C. Short-Term Disability

The short-term disability benefit provided by the City ~~of Avondale~~ is an income replacement for employees unable to work due to illness or injury (non-job related).

1. Eligibility

A regular, full-time employee who is unable to work due to illness or injury (non-job related) is eligible for short-term disability benefits. The employee must have exhausted all paid sick leave and be absent from work for a minimum of 14 consecutive calendar days prior to being eligible for the short-term disability benefit. Employees changing leave status from Administrative Leave to Short Term Disability will be subject to a 14-day waiting period. For injuries or illnesses requiring immediate hospitalization, the benefit shall commence on the date of hospitalization. An employee receiving Workers' Compensation or disability pay under any State of Arizona plan policy is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work. While on short-term disability employees are not permitted to report to work or participate with work activities unless specific prior authorization has been approved in writing by Human Resources. Violations of this policy will result in

disciplinary action up to, and including dismissal from City employment. Disability benefits can not be collected while employed elsewhere.

2. Benefit Payment

The short-term disability benefit payment is 60% of the employee's base weekly wages or salary, to a maximum of $1,500 per week. The benefit may be paid for a maximum up to 25 weeks in a one-year period. Payments are made in accordance with the City payroll periods. The benefit is taxable income.

3. Medical Certification

The employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification will be submitted to the City's Third Party Administrator ("TPA") who will review the certification and make a determination on benefit qualification.

4. Reporting Requirement

While on short term disability, employees are required to report periodically to the Human Resources Department, at least every 30 days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence substantiating their need for continued leave to the Human Resources Department who will then submit it to the TPA.

5. Return to Work

The employee must return to work as soon as permitted by his or her healthcare provider. The employee must submit a fitness-to-return-to-duty clearance to the Human Resources Department prior to returning to work. An employee whose absence has been designated as FMLA leave is eligible for reinstatement as provided by the FMLA leave policy upon his/her return to work.

6. Employee Benefits

The City will pay its portion of the cost of the employee's benefits including health, dental, life and disability insurance benefits while an employee is on FMLA with or without paid leave (vacation or sick). The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by personal check which must be submitted to the Human Resources Department. The payment must be received in the Human Resources Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped. The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated and he/she will be offered COBRA to continue benefits, excluding life and disability insurance.

When the twelve week period for FMLA coverage has ended and the employee has exhausted all paid leave, the employee will be responsible for the total cost of the health insurance premiums on any health insurance coverage the employee or the employee's family is receiving through the City during this extended leave period, unless otherwise provided by law.

Short Term Disability may only be used when an employee has a continuous, incapacitating serious health condition as certified by a physician. Short Term Disability cannot be used for an intermittent leave or to care for a family member.

Employees with any questions regarding this policy should contact the Human Resources Department.

7. Leave Accruals

While on short-term disability leave accruals will discontinue until employee is released back to work.

D. Vacation Leave

1. Accumulation of Vacation Leave

a. All full-time employees, excluding sworn firefighters, will accrue vacation leave as follows:

Non-Exempt	**(First 5 Years)**	3.7 hours per pay period (12 days per year)
	(5 – 10 Years)	4.62 hours per pay period (15 days per year)
	(10 – 15 Years)	5.54 hours per pay period (18 days per year)
	(15 Years +)	6.16 hours per pay period (20 days per year)

Exempt	**(First 5 Years)**	4.62 hours per pay period (15 days per year)
	(5 – 10 Years)	5.54 hours per pay period (18 days per year)
	(10 Years +)	6.16 hours per pay period (20 days per year)

b. All assistant department directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS	
First 5 Years	5.54 hours per pay period (18 days per year)

5+ Years	6.16 hours per pay period (20 days per year)

c. All department directors and Assistant City Managers will accrue vacation leave as follows:

Assistant City Managers And Department Directors
6.16 hours per pay period (20 days per year)

d. Battalion Chiefs

Battalion Chiefs	
(0 – 5 years)	11.20 hours per pay period
61 months – 120 months (5 – 10 years)	12.12 hours per pay period
121 months – 180 months (10 – 15 years)	13.05 hours per pay period
181 months + (15 years +)	

e. Upon hiring any employee, a department director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors. The Human Resources Director must review and approve this request prior to any official written offer of employment.

f. Part-time regular employees hired prior to September 15, 2009 will accrue vacation leave as follows:

First Five (5) Years	1.85 hours per pay period
5 to 10 Years	2.31 hours per pay period
10 to 15 Years	2.77 hours per pay period
15+ Years	3.08 hours per pay period

g. Temporary and seasonal employees shall not be eligible for, or accrue, vacation leave.

h. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

i. Regular part-time employees (working 30 hours or less) hired after September 15, 2009, are not eligible for vacation leave.

2. Maximum Accumulation of Vacation Time

Eligible employees have a maximum accrual of vacation time of 240 hours.

a. Employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any vacation leave hours over the maximum accrual amount not used by December 31st of each calendar year.

b. Vacation leave accumulated in excess of 240 hours as of the last day of the last pay period starting in any calendar year shall be forfeited, unless the City Manager authorizes an exception in an individual case. The application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the department director or designee (i.e., immediate supervisor).

a. Vacation will only be granted during such time as it is not disruptive to the work schedule of the department concerned.

b. During the original probationary period, vacation leave may be granted at the discretion of the department director.

c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation. See Administrative Policy 40 (AP-40) for guidelines.

5. Compensation for Vacation Leave

Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per city policy.

E. Holiday Leave Policy

1. Objectives

The objectives for the development of the holiday leave policy are:

a. Equalize the holiday leave allocation, so that each full-time regular employee receives 88 hours of holiday leave hours per fiscal year and each part-time employee receives 44 hours of holiday leave per fiscal year.

b. Identify the methods to maximize the number of days that City offices are open to serve citizens.

c. Ensure that the adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business for the City.

d. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

2. Accumulation of Holiday Leave

a. The annual holiday leave bank for each full-time, regular employee is 88 hours and for each regular part-time employee is 44 hours per fiscal year. Temporary and seasonal employees are not eligible for holiday compensation or holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM-11:59 PM) on the designated holiday.

b. Employees will be provided with a bank of 88 hours (full-time) and 44 hours (part-time) per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays or floating holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for 50 hours (full-time) and 25 (part-time), the second in January for 38 hours (full-time) and 19 hours (part-time). New hires will receive a prorated number of hours based upon their hire date.

c. Regular part-time employees (working 30 hours or less) hired after September 15, 2009, are not eligible for holiday bank hours or holiday compensation.

3. Designated Holidays; Floating Holidays

A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June 1 of each year. The listing will specify any and all designated holidays for the City.

a. If a designated holiday falls on a scheduled work day, employees will be required to use their holiday leave to cover their scheduled work hours. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will be not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

b. In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e. vacation or sick leave).

c. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

4. Holidays Eligible for Differential Pay

a. Each June, a listing will be included in the Administrative Policy of any holidays that will be paid a holiday differential. Non-exempt employees who are required to work on one of the listed holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual) The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not).

b. Exempt employees would not be eligible for any additional compensation if required to work on one of the holidays eligible for differential pay.

c. Regular part-time employees (working 30 hours or less) hired after September 15, 2009, are not eligible for holiday differential pay.

5. Use of Holiday Leave

a. It will be the employees' responsibility to monitor their holiday leave usage.

b. Holiday leave must be used in full day increments. A full day will be considered the number of hours scheduled for the day that the leave was taken (e.g. employee was scheduled to work ten hours on a holiday, ten hours of holiday pay would be utilized). In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference. The same concept shall apply to all regular part-time employees.

c. All holidays hours not taken prior to the last day of employment with the City, shall be forfeited.

d. Holiday hours must be used by June 30 of each year or will be forfeited. There will be no "cash out" or carryover of holiday hours.

e. In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours or vacation hours to cover a designated holiday, they will

be placed in a leave without pay ("LWOP") status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.

f. Holiday hours will not count toward hours worked for purposes of overtime for hourly employees.

g. Holiday differential is paid in addition to any overtime pay due. Holiday differential pay will not be included in determining the regular hourly rate of pay for the purpose of calculating overtime payments.

6. Certain Police Employees Not Participating

Sworn police officers (except the Criminal Investigations ~~Bureau ("CIB")), detention officers, police communications staff and park rangers~~ and Professional Standards Bureau) ("Specified Police Employees") will not be participating in the holiday leave program set forth above. Specified Police Employees will receive 8 hours of compensation for each of the following holidays as they occur in the calendar:

SPECIFIED POLICE EMPLOYEE HOLIDAYS
INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING
DAY AFTER THANKSGIVING
CHRISTMAS DAY
NEW YEAR'S DAY
MLK
PRESIDENT'S DAY
MEMORIAL DAY
PERSONAL DAY TO BE SCHEDULED BY EMPLOYEE

a. Specified Police Employees will have one 8-hour personal day to schedule at their discretion with their supervisor each fiscal year. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the employee on July 1 of each fiscal year. New hires will receive a personal day upon their hire. The personal day must be scheduled in the fiscal year it is earned. Unused personal days will not be paid out at the end of the fiscal year or upon resignation of the employee.

b. The Specified Police Employee holiday hours set forth above will not count as hours worked for the purpose of overtime compensation. Employees who are required to work on designated holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Example 1: Employee works 14 hours on the holiday (Wednesday*) and works three other days in the week.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	46	10	11	14	11			

End Result:

Hours worked	46
Holiday compensation at straight rate	8
Regular Hours at straight rate	40
Overtime at 1.5	6
Holiday Differential at .5	14

Example 2: Employee works 14 hours on the holiday (Wednesday*) and calls in sick on Monday for the entire shift of 10 hours.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	36		11	14	11			
Sick Leave	10	10						

End Result:

Hours worked	36
Holiday compensation at straight rate	8
Sick leave at straight rate	10
Regular Hours at straight rate	54
Overtime at 1.5	0
Holiday Differential at .5	7

F. Industrial Leave

1. Workers' Compensation Coverage

The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, you receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.

b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not work days) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.

Compensation is based on 66 2/3% of the monthly wage up to the statutory limit set forth in the Arizona Revised Statutes. The state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the ~~City of Avondale~~City's payroll system and will be issued on a bi-weekly basis.

Sick time or vacation time may be utilized to cover the seven day waiting period or to supplement their Workers' Compensation payments. Employees would need to notify Payroll in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

For public safety employees on Workers' Compensation, retirement contributions cease unless the injured employee fills out a form provided by the Risk Management department.

An employee may not leave the state for more than two weeks while under active medical treatment without approval from the Arizona Industrial Commission. If you are planning to be outside the state for more than two weeks, you must have written approval from the Arizona Industrial Commission before you leave the state.

Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.

FMLA leave, if eligible, will run consecutively while on Workers' Compensation.
While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

While under active medical care, a doctor may release you to return to light duty or to your regular job.

If released to regular duty, you must be able to perform the essential functions of your job, with or without reasonable accommodations. If you require accommodations, Human Resources will coordinate an evaluation of your ability to return to the workplace.

If returned to work with restrictions, the physician must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management and the department will work together to determine if there is work available that meets the restrictions outlined. Light duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on light duty for a period of time greater than twelve months from the date of injury or date of onset of illness. Light duty work would no longer be available once an employee is medically able to return to his or her regular job.

If an employee fails to accept a light duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.

Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

G. Leave Without Pay

1. Request and Determination

Employees may request, in writing, leave without pay ("LWOP") for certain restricted reasons. The department director, Human Resources and City Manager will determine whether or not to approve the leave request.

2. Leave Accruals Discontinued

Vacation and sick leave accruals will discontinue at the point an employee goes on leave without pay and will commence when they return to work.

3. Insurance Discontinued

After two pay periods of leave without pay, health, dental, vision and life insurance for the employee and any dependent coverage will discontinue. COBRA coverage will be offered to the employee and dependents.

4. Unauthorized Absence

Any unauthorized absence of an employee from duty will be deemed absence without pay and may be grounds for disciplinary action up to and including dismissal from City employment.

5. Failure to Return After Notice

Failure on the part of an employee to return to duty within 48 hours after written notice to return has been sent to his/her last known address will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.

H. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed five work days or 40 hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the department director's approval. Upon the death of an employee's aunt, uncle, ~~or~~ cousin, niece, or nephew, an employee may be granted paid

bereavement leave not to exceed one work day or eight hours. Only full-time regular and/or probationary employees are eligible for bereavement leave. Part-time employees are not eligible for bereavement leave.

2. Immediate Family Defined

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

I. Military Leave

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay, upon written request to the City Manager, from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority, on active duty during training or duty with troops, field exercises or instruction for a total period not to exceed the lesser of 30 working days or 240 hours in any two consecutive years.

J. Civic Duty Leave

1. General

Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena and voting.

2. Use of Civic Duty Leave

Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

a. The distance to the work location would preclude timely reporting for the civic duty; or

b. The employee cannot return to work at least one hour before the end of the work shift;

c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every

public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.

5. Jury and Witness Fees

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any fees to the City Finance and Budget Department, except for mileage allowance.

K. Victim's Leave

1. Purpose and Eligibility

The City will allow employees who are victims of crimes to leave work to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §§ 8-420, 13-4439) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of Victims Leave

A request for victim's leave must be made to the immediate supervisor providing as much notice as practical. In making this request, the employee shall provide both of the following documents:

a. A copy of the form provided to the employee by the law enforcement agency.

b. A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

Leave records under this policy shall be maintained in a confidential manner. When using victim's leave, the eligible employee may use accrued vacation or time earned. Compensatory time earned may be used for non exempt employees to remain in a pay status while absent from work. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to

be approved by the City Manager. While there is no maximum amount of time allocated for the victim's leave, the City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

L. Administrative Leave

The Human Resources Department may authorize the granting of administrative leave to temporarily relieve an employee of his/her duties during an investigation and/or pending the outcome of a hearing. Administrative leave may be authorized with or without pay depending upon the specific circumstance.

M. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to regular status full-time employees. Insurance coverage begins 30 days after the first day of the month following the employee's first day of employment. All regular part-time employees hired after September 15, 2009, are not eligible for any health, dental, life or optional insurances.

1. Medical Insurance

Employees hired in 30-40 hour positions are covered by the City's regular medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans.

2. Dental Insurance

Employees hired in 30-40 hour positions are covered by the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

Employees hired in 30-40 hour positions are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

The City may provide optional benefits through payroll deduction.

N. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

O. Workers' Compensation Insurance

1. General

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on 66 2/3% of the monthly wage up to the statutory limit set forth in the Arizona Revised Statues.

2. Temporary Disability and Sick Leave

An employee receiving temporary disability payments pursuant to the laws related to Workers' Compensation may elect to use accumulated sick leave in order to continue his/her regular income if employed with the City less than one year. Sick leave must be used in increments of not less than eight hours per pay period. The purpose of this policy is to ensure that an employee does not suffer economic hardship as a result of his/her injury; however, the employee shall not make a financial gain as a result of his/her injury or illness.

3. Reporting Period

All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

4. Choice of Care Provider

The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

P. Retirement Plans

Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.

Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

Q. Deferred Compensation Plan

Under this optional plan, which is governed by Internal Revenue Service (IRS) Code 457, an employee may choose to defer a portion of his/her income through payroll deduction. The deferred amount is not taxable until withdrawn, and various options are available for the investment of these funds. There are no City matching funds for this benefit. By deferring income, an employee may lower the income tax they currently pay.

R. Health Savings Account ("H.S.A.")

1. General

Health Savings Accounts ("H.S.A.") were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. H.S.A. are designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

Employees who select a high deductible health plan may be eligible to participate in an H.S.A.

3. City Contribution

The City may elect to contribute funds to employee's H.S.A. accounts.

S. Flexible Spending Arrangements ("FSA")

1. General

Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements ("FSA") allow employees to be reimbursed for medical expenses.

2. Process

a. Employees may contribute to FSA accounts up to the limit set by the City.

b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

c. The City may elect to contribute funds to employee's FSA accounts.

CHAPTER 7
Drug and Alcohol Policy

A. Provisions Covered by the Rules

These policies and procedures will apply to all classified positions in all departments of the City of Avondale and to such positions in the exempt and temporary service as may be provided herein.

B. Drug and Alcohol Testing Policy

The City of Avondale (the "City") believes that substance abuse is a serious threat to the welfare of our employees, citizens, and the public. To address this problem, we have introduced this policy with respect to the use, possession, or sale of drugs and alcohol. By establishing this policy, we hope to:

1. Maintain a safe, healthy, and productive working environment for its employees.

2. Ensure the good reputation of the City and its employees.

3. And reduce accidents, tardiness, absenteeism, and indifferent job performance.

Typically, employees with drug and alcohol abuse problems make up only a small part of the work force, so we regret any inconvenience to the majority of you that are not substance abusers. We believe, however, that the benefits of our drug and alcohol testing program will more than make up for any inconvenience. Thus, we ask for your understanding and cooperation in implementing this policy.

C. Substance Abuse Policy

This policy requires all employees of the City to refrain from being involved in any way with illegal drugs or from abusing alcohol, on or off the job**.**

D. Grounds for Termination or Discipline

The following are grounds for discipline up to and including ~~discharge~~termination, even for a first offense.

1. Illegal Drug Use

Illegal drug use includes possessing, using, purchasing, distributing, or selling illegal drugs, or reporting to work impaired by illegal drugs. Under this policy, "illegal drugs" include any drug or drug-like substance which:

a.) Is not legally obtainable.

b.) May be legally obtainable but has not been legally obtained.

c.) Is being used in a manner or for a purpose other than as prescribed.

2. **Alcohol Abuse**

Alcohol abuse includes possessing, using, purchasing, distributing, or selling alcohol beverages at any time during the hours between the beginning and ending of the employee's work day, or reporting to work or working while impaired by alcohol in any way.

3. **Failure to Participate**

The following will be considered a failure to participate in the City's drug and alcohol testing policy:

a.) Failure to submit to drug or alcohol testing.

b.) Failure to immediately report for drug or alcohol testing when requested to do so.

c.) Refusal to sign all appropriate consent forms.

d.) Any other failure to cooperate to the City's complete satisfaction.

4. **Use of Legal Drugs**

a.) In recognition of privacy concerns, the City will not solicit information from an employee regarding medications that an employee may be taking absent an indication that the employee is impaired or poses a safety hazard.

b.) It is the responsibility of any employee who is taking any medication, including those sold without a prescription, which may interfere with the safe and effective performance of duties to notify their supervisor before beginning work. Disclosure of the specific medical condition or the specific medication to the supervisor is not required (it may ultimately be required to be made to City Human Resources or a City-contracted Physician). The employee shall provide documentation from the treating physician of any limitations this may impose on the employee. If the limitations are such that the employee cannot safely and effectively perform his/her job duties, the employee may be placed on sick leave and referred to the Human Resources Department for discussion of reasonable accommodation.

c.) It is the employee's responsibility to advise the City when the employee is no longer using the medication in question.

d.) Any medical documentation shall be sent to City Human Resources for filing in the employee's confidential medical file.

~~While this policy does not prohibit the use of legal drugs, employees are required to notify their supervisors if the use of any legal drug may endanger their safety or the safety of others.~~

~~**a.)** For example, you should tell your supervisor if you are using any legal drug that warns about drowsiness or cautions against operating heavy machinery after use.~~

~~**b.)** "Legal Drugs" as used in this policy include prescribed and over the-counter drugs or medications which have been legally obtained and are being used only for the purpose for which they were prescribed or manufactured.~~

~~**c.)** Anyone who fails to notify his or her supervisor about the use of legal drugs will be subject to disciplinary action up to and including termination, even for a first offense.~~

E. Testing

1. Pre-Employment Drug Abuse Screening

The City will test all applicants who, as required by AZ Peace Officers Standards and Training Board and Federal/state law, ~~-~~receive an offer of employment prior to commencing employment, in an effort to detect individuals who currently use illegal drugs. ~~The City will revoke a job offer to any applicant who tests positive and that applicant will remain ineligible to reapply for employment with the City for one year.~~\

2. **Reasonable Suspicion Testing**
   The City will require an employee to submit to alcohol and/or drug testing when there is reasonable suspicion to believe that the employee is engaged in illegal drug use or alcohol abuse. For purposes of this policy, "reasonable suspicion" will be based on specific observations concerning the appearance, behavior, speech or body odors of the employee, including, without limitation, slurred speech, red eyes, dilated pupils, incoherence, unsteadiness, unexplained carelessness or accidents, erratic behavior, inability to perform the job and other unexplained behavioral changes. These observations must be made by a supervisor or other City official who has been trained to recognized signs of alcohol and/or drug use.

3. **Random Testing**
   The following employees are subject to unannounced random screening for illegal drug use

   a.) Certified police officers

   b.) Police reserve officers

   c.) Firefighters

   d.) Firefighter reserve employees.

F. Consequences of Violating This Policy

1. An employee who tests positive, refuses to submit to drug or alcohol testing, refuses to sign all appropriate consent forms, or otherwise fails to participate in this policy to the City's complete satisfaction, may be subject to discipline up to, and including, immediate termination.

2. The appropriate level of discipline will be determined on a case-by-case basis at the City's discretion, and may include treatment or rehabilitation under terms established by the City in consultation with a substance abuse professional.

3. This policy shall be construed in accordance with federal and state laws, including the Americans with Disabilities Act, the Family and Medical Leave Act, and the OMNIBUS Transportation Employee Testing Act of 1991

4. Rehabilitation is the responsibility of the individual employee. An employee with a drug or alcohol abuse problem is encouraged to use whatever treatment or rehabilitative services are available under the City's group and health plan in effect at that time.

5. The City may not keep an employee in any particular job classification or position after the employee, either voluntarily or as a result of a positive drug test, seeks treatment or rehabilitation, unless otherwise required by law.

G. Federal Highway Administration Controlled Substances and Alcohol Use Testing Requirements

The United States Department of Transportation (DOT) has adopted mandatory rules which require employers to adopt and maintain substance abuse prevention programs, including drug and alcohol testing.

1. Rules

These rules apply to every person who performs a safety sensitive function on a commercial motor vehicle (CMV) and is required to hold a commercial driver's license (CDL) to perform his or her job duties.

a.) All employees required to hold a CDL as part of their job with the City must always be immediately available to perform any safety sensitive function, and must comply with these rules at all times while on duty.

b.) Any questions concerning the DOT drug and alcohol testing rules should be directed to the Human Resources Department.

2. Definitions

a.) ***Alcohol use*** means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

b.) ***Controlled substances*** are marijuana, cocaine, opiates, amphetamines and phencyclidine.

c.) A ***commercial motor vehicle*** is any motor vehicle used to transport passengers or property if it has a gross vehicle or combination weight of 26,001 or more pounds, is designed to transport 16 or more passengers, including the driver, or is used to transport placarded hazardous materials.

d.) A ***driver*** is considered to be performing a safety sensitive function during any period in which he or she is doing any of the following with respect to a CMV; waiting to be dispatched, inspecting, servicing, conditioning, driving, loading or unloading (whether supervising, assisting or merely attending), repairing, obtaining assistance, waiting for held while the vehicle and all other time in or upon the vehicle.

e.) A ***refusal to submit to alcohol or controlled substance testing*** includes any of the following:

1.) Failure to provide adequate breath for alcohol testing without a valid medical explanation.

2.) Failure to provide an adequate urine sample for controlled substances testing without a genuine inability to provide such a sample.

3.) Or any other conduct that obstructs the testing process.

3. Prohibitions

The City will not permit any driver to operate or continue to perform safety sensitive functions if he or she:

a.) Has an alcohol concentration of 0.04 or greater.

b.) Is using alcohol while performing any safety sensitive function.

c.) Has used alcohol within 4 hours of performing any safety sensitive function.

d.) Has used a controlled substance.

e.) Or has tested positive for any controlled substance.

f.) If a driver has an alcohol concentration of 0.02 – 0.039, he or she will not be allowed to perform any safety sensitive function for the City for at least 24 hours.

g.) The City also will not permit a driver to operate a commercial motor vehicle if the driver possesses alcohol or if the driver refuses to submit to required alcohol or controlled substance testing.

4. Required Testing

a.) Pre-Employment Testing

The City will not permit any driver to perform safety sensitive functions unless that driver has received a controlled substances test result from the medical review officer (MRO) indicating a verified negative result. The only exception to this rule is if the driver is excused from the pre-employment testing requirement pursuant to 49 C.F.R. 381.301 (c).

b.) Post Accident Testing

As soon as practicable following an accident, the City will test each driver for alcohol and controlled substances if:

1.) The driver was performing a safety sensitive function with respect to the vehicle, and the accident involved the loss of a human life.

2.) Or the driver receives a citation for a moving traffic violation arising from the accident, and the accident resulted in bodily harm to any person requiring medical treatment away from scene of the accident

3.) Or there is disabling damages to any of the vehicles involved in the accident.

4.) An alcohol test will be administered within 8 hours and a drug test will be administered within 32 hours of the accident. If these tests are not performed within these periods, the City will cease its testing efforts and prepare to record identifying the reason(s) why one or both of these tests were not administered.

5.) A driver who is subject to post accident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing.

6.) A driver may not consume any alcohol for 8 hours following an accident, or until tested, whichever occurs first.

7.) A driver must contact his or her supervisor immediately after an accident so that the need for alcohol and drug testing can be assessed and to ensure that the driver will be able to comply with the DOT rules. Failure to report an accident involving a commercial motor vehicle may be grounds for disciplinary action.

c.) Random Testing

The City will also randomly select a number of drivers each calendar year for drug and alcohol testing at an annual percentage rate determined by the FHWA Administrator. Currently, the annual percentage rate for covered drivers is 25 percent for alcohol testing and 50 percent for controlled substances testing.

d.) Reasonable Suspicion Testing

The City will require drivers to submit to alcohol and/or controlled substances testing when there is reasonable suspicion to believe that the driver has violated the DOT rules concerning alcohol use or controlled substances. "Reasonable suspicion" will be based on specific, contemporaneous, articulable observations regarding the appearance, behavior, speech or body odors of a driver during, or just before or after. The period of the work day that the driver is required to be in compliance with the DOT rules. These observations will be made by a supervisor or City official who has been trained to recognize signs of alcohol and/or controlled substance abuse.

When the City reasonably believes a driver is impaired, that driver will not be allowed to perform any safety sensitive function until

1.) An alcohol test is administered and the alcohol concentration is less that 0.02;

2.) Or 24 hours have elapsed since the reasonable suspicion determination.

e.) Return to Duty Testing

Before returning to duty requiring the performance of any safety sensitive function following alcohol-related conduct prohibited by the DOT rules, a driver must undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Before returning to duty requiring the performance of any safety sensitive function following controlled substances related conduct prohibited by the DOT rules, a driver must undergo return to duty controlled substances testing with a result indicating a verified negative result for controlled substances.

f.) Follow Up Testing

A driver who has been determined to need assistance in resolving problems associated with alcohol misuse and/or controlled substances is subject to unannounced follow up testing as directed by a substance abuse professional. There must be at least 6 follow up tests within the first 12 months after a driver returns to duty, follow up testing will not exceed 60 months from the date of the driver's return to duty.

Testing under paragraphs c, d, and f will occur while the driver is performing safety sensitive functions, or just before the driver is to perform safety sensitive functions or just after the driver has ceased performing such functions.

5. Testing Procedures

a.) Controlled Substances

Precautions will be taken to ensure that a urine specimen is not adulterated or diluted during the collection procedure, and that information on the urine bottle and on the urine custody and control form identifies the driver from whom the specimen was collected. These precautions will include placing a bluing agent in toilets when possible, securing and monitoring water sources and positively identifying the driver as the employee selected for testing. Additionally, drivers will be required to remove any outer garments and personal belongings (such as purses or briefcases) in which items may be concealed, and to wash and dry their hands prior to testing.

Under normal circumstances, the actual collection of the urine specimen will not be observed unless:

1.) The urine specimen falls outside the normal temperature range and the driver either declines to allow measurement of his or her body temperature or his or her oral body temperature varies by more than 1.8 degrees Fahrenheit from the specimen;

2.) The driver's previous specimen did not register a normal measurement of specific gravity and creatinine;

3.) The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the specimen; or

4.) The driver has previously been determined to have used a controlled substance and the particular test was being conducted under DOT agency regulation providing for follow up testing upon or after the driver's return to duty.

5.) If the temperature of the specimen falls outside of the normal range, the assumption will be that it has been altered or substituted. The driver may volunteer to have his or her oral temperature taken to counter this presumption. In all circumstances, the collection site person will inspect the specimen to determine if it has been contaminated, and will note any unusual findings on the custody and control form. All specimens suspected of being adulterated will still be forwarded for testing. Whenever there is reason to believe that a specimen has been altered or substituted, a second observed specimen will be obtained from the driver as soon as possible.

Both the driver and the collection site person must be present when:

1.) The specimen is labeled;

2.) The driver initials the label to confirm that it is his or her specimen;

3.) The collection site person enters the information to identify the specimen and

4.) Signs the custody and control form;

5.) The driver reads and signs the statement of the form certifying that the specimen is the one he or she provided; and

6.) The driver signs a consent or release form if specified by DOT rules or is required by the collection site or laboratory.

The collection site person will note any refusal to cooperate with the testing process on the custody and control form and will notify the City.

The City will use a "split sample" method of testing performed by laboratories certified under the HHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs." If the initial screening test is positive, the driver may request that the MRO send the split specimen to another HHS certified laboratory to test for the presence of the drugs for which a positive result was initially obtained. This request must be made within 72 hours of the driver's notification of the test results.

The MRO will review the final confirmed test results before they are transmitted to the City. However, the MRO will first contact a driver to discuss a confirmed positive test result. If the MRO is unable to contact the driver directly, he or she will attempt to do so through a designated City official. The MRO may verify a test result as positive without communicating with the driver if:

1.) The driver declines to discuss the test with the MRO;

2.) More than 5 days pass since the time the designated City official informs the driver that he or she should contact the MRO; or

3.) Other circumstances provided for in DOT agency rules.

Following verification of a positive test result, the MRO will refer the case to the City's Human Resources Department.

b.) Alcohol Testing

The City will conduct a screening test for alcohol use using either an evidentiary breath testing device (EBT) or a non-evidential screening device approved by the National Highway Traffic Safety Administration. If the screening test yields an alcohol concentration of 0.02 or greater, a confirmation test will be performed between 15 and 30 minutes after the first test using an EBT. If the two tests yield different results, the confirmation test will be deemed to be the final result upon which any action is based.

The City will comply with the quality assurance plan and the manufacturer's instructions for each screening device used, and shall maintain records relating to the inspection, maintenance, compliance with the quality assurance plan, calibration and qualifications of individuals using each screening device.

c.) Handling of Test Results

Test results will be kept confidential except as required by law or expressly authorized by the DOT rules.

The City will notify driver applicants of pre-employment test results if the driver requests such results within 60 days of being notified of the disposition of his or her application.

The City will notify a driver of the results of random, reasonable, suspicion, and post accident test results verified as positive for controlled substances, and identify for the driver the controlled substances that were detected and verified.

6. Consequences for Engaging in Prohibited Conduct

A driver who engages in conduct prohibited under the DOT rules must be evaluated by a substance abuse professional who will determine what assistance, if any, the driver needs in resolving problems associated with alcohol or controlled substances use.

Additionally, the driver will not be allowed to perform any safety sensitive function for the City until meeting the requirements for referral, evaluation and treatment, and has taken and passed a return to duty test.

H. Other Policies

This appendix is in addition to the City of Avondale Drug and Alcohol Abuse Policy adopted by the City pursuant to all employees. All City employees are subject to this general drug and alcohol testing policy and the City may, independent of the rules described in this Appendix and the DOT rules, require any City employee to submit alcohol and/or drug testing in accordance with that policy. Any employee who violates that Policy is to be subject to discipline under its terms and provisions, which may include termination of employment.

I. Drug Free Awareness Program

To educate employees about the dangers of substance abuse, the City has established a drug free awareness program along with the availability of counseling, and the City's policy regarding substance abuse.

The City has also established a training program for all Commercial Motor Vehicle operators and supervisory employees, which includes information on the effects and consequences of controlled substances and training to detect controlled substance abuse.

1. Treatment

a.) The City encourages employees with substance abuse problems to avail themselves of any available treatment or rehabilitative services available under the City's group health plan.

b.) Information regarding these services can be obtained from the Human Resources Department.

2. Discipline

a.) An employee who tests positive, refuses to submit to drug or alcohol testing, refuses to sign all appropriate consent forms, or otherwise fails to comply with this policy to the City's complete satisfaction may be subject to discipline up to, and including, immediate termination.

b.) The appropriate level of discipline will be determined on a case by case basis at the City's discretion, and may include treatment or rehabilitation under terms established by the City.

c.) The City is entitled to rely on the results of its drug or alcohol test to determine whether the employee has violated the policy prohibiting drug or alcohol.

J. Other Laws

This policy will be construed in accordance with federal, state, and local laws, including the Americans with Disabilities Act the Family Medical Leave Act, and the OMNIBUS Transportation Employee Testing Act of 1991.

CHAPTER 11
Safety Policy

A. Policy

The City of Avondale (the "City") strives to provide safe working conditions for its employees. The HR Director (the "HR Director") is responsible for the administration of safety programs throughout the City under the direction of the City Manager.

1. General Employee Responsibilities

a.) Each employee is responsible to be familiar with the emergency policies and procedures contained herein.

b.) Each employee must know the location of first aid supplies and the automated external defibrillator.

c.) Each employee must observe traffic laws and regulations when driving or operating City vehicles and equipment.

d.) Each employee shall wear safety belts when operating City vehicles or equipment or when operating his/her personal vehicle while performing City business.

e.) Each employee is required to report to his/her immediate supervisor the use of medication that may impair his/her ability to drive or operate equipment.

f.) Each employee is strictly prohibited from driving or operating equipment while under the influence of alcohol or drugs.

g.) Employees are expected to follow good safety practices and are subject to disciplinary action for failure to do so.

B. Reporting Accidents and Injuries

1. Employees shall notify their immediate supervisors to report safety issues, injuries and accidents as soon as possible after discovery of the safety issue, injury or accident. If the employee's immediate supervisor is not available, he/she should report the issue or incident to the department director. The City will not tolerate any form of retaliation for such reporting.

2. All injuries or accidents need to be documented whether or not medical treatment is sought. Once notified of an accident or injury, the supervisor or director will report immediately to the City's Safety & Risk Coordinator.

3. Injuries requiring only minor first-aid may be treated at the job site or department office.

4. Within twenty-four (24) hours of any accident or injury, the supervisor receiving the report of the accident or injury will file a supervisor's report of injury form with the Safety & Risk Coordinator for insurance purposes.

5. Employees who have an accident with a City-owned vehicle must first notify the appropriate law enforcement agency and then their supervisors or department directors. All accidents, no matter how minor, require law enforcement notification so that a traffic report can be generated.

6. Employees will be tested for drugs and alcohol following any accident involving a City vehicle.s or equipment or any accident occurring while the employee is conducting City business.

   a. While the City is waiting for the results of the drug test to be received, the employee shall be assigned work duties that do not involve driving or safety-sensitive equipment, such as a clerical/administrative position. If no position is available, the employee shall be placed on administrative-leave until the employee has been authorized to return to work by the Human Resources Department.

6.7. Each department is responsible for maintaining thorough records of all accidents and injuries, including the charging of responsibility where it can be determined. Records kept on file should include a copy of the supervisor's report of injury form, a copy of any traffic report generated and notes of any conversations related to the accident or injury.

C. Workplace Violence Policy

1. Purpose

The City and its employees have a mutual obligation to ensure a safe and healthy work environment. The purpose of this policy is to provide guidance and direction to all personnel regarding workplace violence issues. Any questions regarding this matter should be directed to the HR Director or the Safety & Risk Coordinator.

2. Definitions

a.) ***Workplace*** - Any location where an employee is working or conducting business for the City.

b.) ***Threatening Behavior*** - Any intimidating or bullying type of behavior, verbal or nonverbal, that would cause a reasonable person to feel physically in danger.

c.) ***Harassment*** - Where one or more employees engage in a pattern of behavior to annoy, pester, tease, torment or continuously disturb another employee in a manner that prevents the targeted employee from being able to effectively perform his/her duties at work. In severe cases isolated incidents of this behavior may be considered harassment.

3. Policy

a.) Zero Tolerance

1. Violence or the threat of violence by or against any City employee is unacceptable and will not be tolerated.

2. The City will take any steps deemed necessary to protect its workforce from violence. An employee who commits or encourages violence in the workplace will be subject to serious disciplinary action, up to and including termination.

3. The City will fully cooperate with the efforts of law enforcement personnel to prosecute anyone who subjects employees to violent acts or threats of violence.

b.) Reporting

1. It is the mutual obligation of all City employees to prevent violent behavior and threats of violent behavior.

2. All threats, harassment and violent acts that may impact the workplace, whether by co-workers or individuals not employed by the City, must be promptly reported to an employee's immediate supervisor or, if the immediate supervisor is unavailable, to the employee's department director.

3. Employees acting in good faith who report violent behavior, threats of violent behavior or harassment will not be subject to retaliation or harassment based upon their report. If there is uncertainty as to whether a situation constitutes violent or threatening behavior, the employee is encouraged to discuss the matter with his/her immediate supervisor or department director.

4. Employees must take all threats and violent behaviors seriously, whether directed at the employee or another, and have a duty to report them.

5. Supervisors, managers and directors shall monitor their workplace and report all threats and violent behaviors immediately to the HR Director, regardless of whether the person engaged in the behavior is a direct subordinate or no complaint has been made.

6. The first response to serious violence should be to call 911.

7. Failing to report violent acts or threatening behavior can be a serious offense and may result in discipline, up to and including termination.

c.) Weapons

1. Except for sworn police officers and detention officers, the possession, use or threat of use of any weapon, including all firearms and other objects, which could be used as weapons likely to cause serious injury, is prohibited in the workplace and within any City property, including City vehicles.

2. An employee found with an unauthorized weapon on City property shall be subject to disciplinary action, up to and including termination.

3. Employees who feel they have a special need for added personal safety should contact the HR Director. The HR Director should consult with the Chief of Police to determine if additional measures for safety are necessary.

d.) Risk Reduction Efforts

The City strives to use the following management tools in an attempt to reduce the risk of violence in the workplace:

1. Prompt reporting is required of any and all threatening and violent behavior.

2. Probationary periods and performance evaluations.

3. Discipline policy.

4. New hire training.

5. Educational efforts provided through the employee newsletter, the HR Department and division staff meetings.

6. Background checks.

~~**e.) Warning Signs**~~

~~It may be difficult to identify those individuals who may commit acts of aggression. However, employees, and especially supervisors, should be alert to traits and early warning signs of potential workplace violence. The following may serve as warning signs of perpetrators capable of violence:~~

~~**1.** Loners with few friends who may be unhappy, angry, overly sensitive, paranoid depressed.~~

~~**2.** Drug, and/or alcohol abusers.~~

~~**3.** A person with a fascination for weapons or who regularly talks about weapons.~~

~~**4.** A person who has a closed mind toward criticism or has an argumentative or disruptive demeanor in the workplace and an open contempt for rules.~~

~~**5.** Personality changes and sudden erratic job performance.~~

~~**6.** Destructive or sabotaging actions against City property.~~

~~**7.** Threatening to get even with bosses and/or co-workers or regularly threatening, intimidating or attempting to instill fear in co-workers or others.~~

~~**8.** A person who is verbally abusive or uses intimidating language or gestures.~~

~~**9.** A person that disregards the law.~~

~~**10.** A person that blames others for his/her problems.~~

~~**11.** Expressing bizarre thoughts or behaviors, such as perceiving that the world is falling apart or having a highly overstated sense of entitlement.~~

~~**12.** Obsession, likely to be expressed by holding a grudge against a co-worker or supervisor or, in some cases, by fantasizing about a romantic interest. This may involve stalking behavior.~~

~~**13.** Committing acts motivated by, or related to, sexual harassment or domestic violence.~~

~~It is important to consider multiple characteristics and behaviors of the individual. No one trait should be taken as evidence that the person is or will be violent.~~

4. Addressing Workplace Violence

a.) Employee Response to Violence in the Workplace

1. Actual Or Potential Confrontation

Violence in the workplace may occur as a result of poor relations among co-workers or with supervisors, negative contact with the public or from personal disputes with family members or neighbors. When faced with an actual or potential confrontation, employees should:

- Be alert, calm and respectful in order to diffuse a situation;
- Have an agreed-upon danger signal to alert co-workers in your work area to trouble; and
- Be observant and listen to the person. This will serve the purpose of potentially defusing the situation and will make it more likely that employees will remember details when reporting the incident.

2. Emergency Situations

The first response to serious violence should be to call 911. If a City phone is used, dial 9, listen for the dial tone and then dial 911. Be prepared to calmly state your exact location, your name and the specific nature of the problem. As soon as practicable, contact your supervisor, who then will inform the department director and the HR Director.

3. **Non-Emergency Situations**
Individuals involved should be separated if separation can be accomplished safely. The supervisor will notify the department director and the HR Director of the situation and report the action taken. The department director and the HR Director should be advised promptly about the confrontation or altercation and will determine further action.

4. **Court Orders**
If an employee obtains a restraining order or an order of protection from a court due to an off-the-job ~~problem~~situation, and the order includes the workplace, ~~-~~the employee ~~should include the workplace, as well as the place of residence, in the order. Such an employee~~ is required to inform ~~his or her supervisor~~ the Human Resources Department of the issuance of such a court order and provide a description of the individual cited in the order. The ~~supervisor~~ Human Resources Department will notify the employee's Department Head and will decide the appropriate steps to take and further notifications required to protect the workplace.

b.) Supervisor Response to Violence in the Workplace
Supervisor/director personnel shall take the following action upon receiving a report of an actual or potential workplace violence or harassment situation and immediately advise the Human Resources Department:

1. **Initial Response**

- Immediately evaluate the severity of the situation.

- If the situation appears urgent or criminal in nature, contact the police department immediately.

2. **Investigation**
The HR Department will initiate a prompt and thorough investigation of all reported violence or threats of violence. If the alleged perpetrator is a City employee, he or she may be questioned and/or put on administrative leave pending the investigation. At any time, the police department may be contacted and may be present during questioning.

3. **Search**
All City property, including work areas, offices, lockers, file cabinets, desks, vehicles or other City property, is subject to a search. These areas are not considered personal or private. No personal locks will be allowed to secure any City property (i.e., tool boxes, lockers, desks, etc.). All locks are subject to removal by the City. The City shall supply a City-owned lock for any area the employee and his or her supervisor deem appropriate to maintain in a secured manner. No search pursuant to this policy should be made of the employee's person or of close personal items, such handbags, briefcases or private automobiles, without the

consent of the employee. Should such a search be desired and consent refused, law enforcement will be consulted.

4. Alternatives

Depending upon the nature or severity of the violent threat, act or harassment, the department director or the HR Director may take or recommend any of the following specific actions:

- Contact the police department for assistance.
- Place the employee on administrative leave pending an investigation.
- Refer an employee for counseling through the employee assistance program.
- Notify other employees to be alert.
- Obtain an injunction or restraining order.
- Pursue criminal charges against the individual.
- Provide additional security at the workplace as needed.
- Take other measures as deemed appropriate.

c.) Privacy/Confidentiality

Disclosure of violent acts or threats and the identity of the employee will be limited to those who have a need to know. However, if the threat is directed at a number of individuals or is directed at the entire workforce, the City's need to maintain a safe work environment for its employees will outweigh the person's expectation of privacy, confidentiality or protection of their reputation.

d.) Critical Incident Debriefing

The City recognizes that the trauma and stress created by a violent incident can affect many individuals such as witnesses, victims and bystanders. Often, professional intervention is needed after an incident. Should this happen, the HR Department will make arrangements with the employee assistance program to conduct stress intervention. The HR Director will conduct debriefing sessions before employees are permitted to leave the workplace for the day. Attendance at the debriefing session will most often be mandatory for all those involved in the incident. The contents of any debriefing or stress-related sessions shall be treated as confidential. An employee's attendance/participation in such a session shall not be the subject of any documentation maintained in the employee's personal file.

D. Emergency Evacuation

Employees are required to evacuate from the building immediately when an emergency alarm is sounded. To assist in the evacuation of buildings, employees are responsible for the following:

1. Knowing how to activate the fire alarm or designated evacuation signal for their building.

2. Knowing two evacuation routes from their area and safe areas once outside the building.

3. Being able to assist visitors and others in the building that are unfamiliar with evacuation procedures and exit routes, including designated safe areas in the buildings where persons who would have difficulty evacuating the building may await rescue.

4. No employee shall re-enter an evacuated building unless specifically authorized by the incident commander or the "all clear" is given.

5. Each employee is responsible for reviewing the emergency evacuation procedure.

E. Exposure Control Plan

This Exposure Control Plan is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with the Occupational Safety and Health Act. This plan applies to all affected departments except for the fire department and the police department. Fire department employees shall follow the department's infectious control plan that includes bloodborne pathogens. The police department employees shall follow the department's exposure control plan.

1. Any employee at risk of an occupational exposure will be offered, at no cost to the employee, the Hepatitis B Vaccination Series. This vaccination series consists of three shots administered at zero, one and six-month intervals.

2. Employees may decline to receive the Hepatitis B Vaccination Series but may receive them at a later date. Employees must sign a declination form if they decline the series.

3. Exposure control training will be conducted annually for areas that have employees at risk for exposure and every two years for other employees.

4. All personal protective equipment shall be provided to employees by the City at no cost to the employee.

5. In the event of an exposure, the employee must report the exposure immediately and complete the supervisor's report, report of significant work exposure to bodily fluids and the addendum to the Industrial Commission of Arizona report of significant work exposure to bodily fluids.

6. Each employee is responsible for reviewing the Exposure Control Plan and must acknowledge that the Exposure Control Plan materials have been received.

F. Personal Protective Equipment (PPE)

All employees that have work situations that expose them to potentially hazardous conditions must wear the following personal protective equipment:

1. Employees are required to use eye and/or face protection when exposed to hazards from flying particles, liquid chemicals, acid or caustic liquids, chemical gases, vapors, potentially damaging light radiation and at all times when in the field, around construction and maintenance projects/sites.

2. Employees are required to wear hard hats where there is a potential for injury to the head from the impact of flying, falling, moving or propelled objects or from electrical shocks or burns.

3. Employees are required to wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards.

4. Hand protection shall be worn when hands are exposed to hazards such as those from skin absorption of harmful substances, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns and harmful temperature extremes.

When PPE is required to perform job tasks safely, supervisors are responsible for enforcing these requirements. If injury occurs and an employee did not wear PPE in a situation where an employee should be reasonably expected to wear PPE, that employee may be disciplined for violating this policy in accordance with the City's Policy and Procedures Manual. Employees who refuse to wear PPE or are not consistent in its use will be disciplined in accordance with the City's Policies and Procedures Manual. Each employee is responsible for reviewing the Personal Protective Equipment Procedures. Each employee shall acknowledge that the Personal Protective Equipment Procedures have been received.

G. Occupational Safety and Health Act Readiness Plan

The William-Steiger Occupational Safety and Health Act (OSHA) was enacted by the U.S. Congress to ensure, as far as possible, safe and healthful working conditions for the nation's men and women. This is the purpose with which the City fully agrees and maintains for the health and safety of our employees. It is important that each facility understand the principle features of the Act and the following responsibilities:

1. Whenever there is an occupational death or ~~three or more~~one or more employees are hospitalized, the City's Safety & Risk Coordinator will notify OSHA.

2. The OSHA Compliance Officer may inspect pre-determined areas to ensure City compliance with OSHA regulations.

3. If the OSHA Compliance Officer (the "CO") arrives during an off-shift time period or a weekend, the CO will be instructed to return during regular business hours.

4. The Safety & Risk Coordinator will greet the CO and verify identification.

5. Each department should determine an inspection route to meet the CO's inspection objectives. Do not walk through areas that are not part of the inspection.

6. Every document request will be made through the Safety & Risk Coordinator. Refer all CO document requests to the Safety & Risk Coordinator.

7. Employees are to be courteous and answer questions factually when asked by the CO. Employees should not give opinions or speculate.

8. Each employee is responsible for reviewing the OSHA Readiness Plan. Each employee shall acknowledge that the OSHA Readiness Plan has been received.

CHAPTER 13
Employee Records & Reports

A. Maintenance of Records

The Human Resources Department ~~Director~~ will be responsible for maintaining records on each employee to include pertinent personnel data such as name, address, telephone number, title of position held, the department to which assigned, current salary, and change in employment status. Records will also include information relative to completion of training programs as well as professional and technical courses, accomplishment of~~r~~ work, conformance to expected standards, disciplinary actions, awards and such other information as ~~will be~~ deemed by the HR Director as important. Each employee will be advised as to the content of his/her record, upon request. ***Records will be for official use only.*** The only exceptions to this requirement are:

1. The AZ-POST file maintained by the Police Department on each sworn police officer.

2. All Fire-Medical personnel training records, response records and equipment records will be maintained by the Fire Department. This does not include any City-mandated training courses, which would be maintained by the Human Resources Department.

~~Departmental files may be kept also but only contain evaluations and notes on performance of an employee. All other pertinent information will be forwarded to Human Resources.~~

~~B. Personnel Records~~

~~The Human Resources Department is the central repository for all records pertaining to, and files pertaining to personnel matters.~~

~~**1.** The Human Resources Department will establish and maintain a record for each auditing and certification of payrolls, the administration of service rating plans, the maintenance of records relating to attendance, leave, lay-off, reinstatements, suspensions, and dismissals, and the clearance of promotions, demotions and transfers with the appropriate authorization.~~

~~**2.** *The records of the Human Resources Department are the official personnel records of the City of Avondale.*~~

~~C. Reports to the Human Resources Department~~

~~Every appointment, transfer, promotion, demotion, dismissal or other change in the status of employees in both the classified and exempt services will be reported to the Human Resources Department, in writing, utilizing the personnel action form.~~

1. The Human Resources Department will provide adequate forms for making any written report, which may be generally stipulated in any of these policies and procedures.

D. Other Records and Correspondence

1. Completion of training schools, professional, technical courses and other like training will be noted, certified, and inserted in the personnel folder of each employee of the City.

2. Other records and correspondence such as accident reports, current employment data, etc. will likewise become a permanent part of the folder of each employee.

3. Personnel folders will be utilized by the City Manager and department managers in making assignments, reassignments, transfers, promotions, demotions, dismissals, or other personnel actions.

E. Employee Register and Personnel File

The Human Resources Department will establish and maintain a register for each employee listing the employee's name, title of position held, the department to which assigned, salary, raises, changes in employment status and other information considered pertinent by the Human Resources Director.

1. Any employee, who moves or changes marital status, number of dependents, telephone number, or address will notify his/her immediate supervisor and the Human Resources Director within 5 working days.

2. Employees may review their own personal files.

F.B. Access to Personnel Files

Employee personnel records maintained by the City will be available to:All personnel files of employees are the property of the City. No employee or other person may obtain or possess personnel records maintained by the City except as specifically stated herein. Access to an employee's personnel file shall be limited to:

1. City personnel as specifically designated, in writing, by the Human Resources Director to have a need for such information.

2.1.The employee or authorized representative of the employee for review of his/her own individual personnel file. (This should be by prearranged time and would not include removing records from the office, but include making record copies.)

2. The City Manager.

3. City, State or Federal Auditors with a business purpose.

4. Presiding City Judge, for City Court Personnel.

5. The employee's supervisor and department director.

6. ~~Personnel Board~~The Hearing Officer, when considering any employee appeal, may review an employee's personnel file. ~~members only when considering an employee grievance to review specifically the information and infractions pertaining to the case.~~

7. Attorneys or authorized staff members of the City Attorney's Office, or legal counsel representing the City, when necessary to provide legal advice or representation to the City.

~~3.~~**8.**Employees or agents of companies providing employee benefits, when necessary to determine eligibility or otherwise administer benefits to the employee.

~~4.~~**9.**Personnel records that are subpoenaed.

~~5.~~**10.** Any person or organization that receives a signed written release statement from the employee whose records are in question.

~~G.~~C. **Procedures for Access to Personnel Files**

~~All employees can request to see their personnel records.~~

1.) Access by Employee Employees wanting to inspect their personnel records will submit a written request to the Human Resources Department. Within five (5) days of receiving the employee request, the Human Resources Department schedules an appointment during which the employee can review his or her files. All appointments are scheduled during regular business hours.

a. All personnel record inspections take place in the Human Resources Department in the presence of a Human Resources representative. The employee cannot remove any files from Human Resources.

b. Copies An employee can obtain photocopies of any documents in their file by requesting such copies through the City Clerk's office. Copies of the documents are provided to the employee within a reasonable period of time after a request has been made. In the case of copy requests that are time consuming or involve an extensive number of documents, the City Clerk's office may charge the employee a reasonable fee to cover its copying costs.

c. **Internal Requests** A request to view personnel files must be in writing and directed to the Human Resources Department. Such requests must be made during the regular business hours of the Human Reources Department. Except for the requests by the employee, a request to review a personnel file requires a legitimate business necessity.

d. **Public Record Requests** All requests [other than those described in section C.1 and 2, above] to inspect and/or copy information contained in an employee's personnel file shall be directed to the City Clerk.

2.) Information Verification/Reference Checks. All persons or entities wishing to obtain a reference check and/or verify information concerning a current or former employee of the City shall provide the Human Resources Department with a signed written release statement from the employee whose records are in question.

~~2.)~~**3.)** **Public Record Requests** All requests to inspect and/or copy information contained in an employee's personnel file shall be directed to the City Clerk and such records shall be disclosed as required by law.

~~**H. Forms Facilitating Personnel Administration**~~

~~**1. Medical Examination Report**~~

~~This report will be completed only by a licensed, City approved physician. All new city employees will be required to have a thorough medical examination before entry into the City's service.~~

~~**2. Personnel Action Form**~~

~~This form will be completed before any change of employment status of any employee is official. Each change of status must be approved by the City Manager or his/her designee.~~

~~3. Request for Absence Form~~

~~**a.)** This form will be completed by the employee at least ten (10) working days prior to the day the vacation leave is to start, except in emergencies which will require the City Manager's approval.~~

~~**b.)** Sick leave request forms must be completed no later than the close of business of the day the employee returns to work and will be completed to include a specific reason for the absence, i.e., flu, cold, etc.~~

~~**c.)** In the case of prescheduled medical appointments, the request must be submitted at least ten (10) working days prior to the appointment, if possible.~~

~~**d.)** Department managers will submit their requests for vacation to the City Manager for approval.~~

~~**e.)** Other employees shall submit their requests for vacation to their department director/manager, who will then submit them to the Human Resources Department.~~

D. Reporting Changes in ~~Name, Address, Etc~~Contact Information

Employees will promptly report to ~~their department managers~~Human Resources through the city's personnel system any changes of name for tax and insurance purposes, or any changes in address, telephone number, or ~~information which will have an impact on the personnel records of the employees~~contact information. Employees will ~~complete a memo for these changes. Department management will be responsible for enforcing the rule and sending the memo with the appropriate information to Human Resources~~be responsible for updating such information in the city's personnel system within five (5) working days of ~~such~~ any change.

Avondale
Aspiring. Achieving. Accelerating.

CHAPTER 14
Employee Education Assistance

~~Employee Education Assistance Program~~ A. Policy

The City of Avondale ~~regards~~ values the importance of the individual growth of each employee because it is seen as a contributing factor in the growth of the City. Therefore, it is the City's policy to encourage employee development through educational reimbursement and training opportunities. Affirmative action will be taken to assure that there is equal opportunity to participate in development programs without regard to race, color, religion, sex, national origin, age or disability.

B. Purpose

The City recognizes that we increasingly need ~~for~~ our ~~human resources~~employees to develop their knowledge, skills, and abilities in order to keep pace with the rapid changes in technology, methodologies, and work place diversity. This program has been established so the City of Avondale and its ~~human resources~~employees may benefit from the rewards of additional education. The ~~major~~ purpose is to increase an employee's competence in his/her current position and to broaden ~~their~~ his/her career opportunities with the City.

C. Employee Eligibility

1. Any regular, full~~-or part~~-time ~~(20 hours or more)~~ employee holding an exempt or non-exempt position and who has successfully completed their original ~~initial trial period~~probation. ~~For the purposes of the part-time employee, the rate of reimbursement will be prorated.~~

2. Any employee o~~i~~n ~~the initial~~ original ~~trial period~~probation is not eligible for the education assistance program.

3. The resignation or ~~discharge~~ termination of an employee prior to the completion of the course will automatically terminate his/her eligibility for reimbursement under this program.

4. A layoff or approved leave of absence status of an employee after the approval of his/her application for education assistance will not alter their eligibility for reimbursement.

D. Course Eligibility

1. Educational assistance will be provided for courses of instruction taken at, or through, private and public institutions of learning such as universities, colleges, trade schools, and technical institutions. All eligible institutions must be fully credited by a regional institutional accrediting association such as, the North Central Association of Colleges and Secondary Schools.

2. To be eligible for reimbursement, a course will be taken on an employee's personal time and the employee will have personally paid the fees for which they are requesting reimbursement.

a.) Employees who receive financial assistance for their education from another source (i.e. scholarships, grants, military education benefits, etc.) must disclose the source and the amount at the time they apply for course reimbursement. If an employee receives 100% funding for his/ ~~or~~ her education from another source, the City shall not provide reimbursement.

1) Under certain circumstances, coordination with other funding sources is possible. In all instances, total financial assistance and tuition reimbursement shall not exceed the educational expenditures incurred.

~~2.~~3. To be eligible for reimbursement, an employee will submit an application for education reimbursement at least five (5) days **prior to** the beginning of a course. Reimbursement will not be approved if an application for this reimbursement is received after a course has been completed.

~~3.~~4. To be approved for reimbursement, a course must result in formal college credit and will meet one of the following criteria:

a.) It relates directly to the job classifications of the employee's present position, or it relates to the job classification of a position, which is in the employee's realistic promotional line and thereby makes an employee more in line with career progression.

b.) Courses taken as electives by employees in a degree program are acceptable; ~~,~~ however, the Human Resources Director must approve other elective classes.

c.) ~~Eligible course will result in formal college credit hours.~~ Courses taken to complete a General Education Diploma "GED".

~~4.~~5. Courses will be taken for an academic grade. A course taken for pass/fail credit may be approved if an academic grade (A-F) is not available. ~~The course content has to be closely related to the employee's current job, the class has to be recommended by the department director. Human Resources has had to specifically approved the pass/fail credit outcome at the time of original application for reimbursement.~~ Audited courses will not be eligible for reimbursement.

~~5.~~6. Courses will be completed with a grade of "C" or better, to qualify for reimbursement.

~~6.~~7.The Human Resources Director will ~~be the final judge~~ issue the final decision of whether an educational course meets these requirements and contributes to the employee development supported by this policy.

E. Reimbursement Eligibility and Level of Assistance

~~The fees that are not eligible for reimbursement and how much assistance is eligible for reimbursement for approved courses.~~

1. The City will reimburse for the tuition cost ~~of~~ up to ~~twelve (12) credit hours in a single fiscal year for employees seeking an associate's degree, nine (9) credit hours for a bachelor's degree and six (6) credit hours for a master's degree. The City's determination of cost per credit hour will mirror the most current rates of the Maricopa Community College District (MCCD) for an associate's degree and~~

~~Arizona State University (ASU) for a bachelor's and master's degree. The total reimbursement cost per class will not exceed the cost per credit hour of the most current rates of MCCD and ASU. If the tuition rate charged by the institution is less than the MCCD or ASU rate, the City will reimburse up to the cost of the tuition charged by the institution.~~ $5,000 in eligible education expenses per calendar year~~,~~ pending sufficient availability of department funds. All other costs are the responsibility of the employee.

2. Educational reimbursement is not available, more than one time, for the same course.

3. The ~~fiscal~~ calendar year in which the course ~~meets (class start date) for the first time~~ends will determine the year in which the course is eligible for reimbursement.

F. Reimbursement

1. Upon successful completion of the course(s), reimbursement is contingent upon the employee submitting the following documentation to the Human Resources Department:

a.) A copy of the HR Department approved application for education reimbursement

~~**a.)**~~**b.)** A copy of the official grade report or transcript ~~card~~ from the educational institution.

~~**b.)**~~**c.)** An original paid tuition receipt. The receipt should indicate the method of payment, such as by personal check, ~~or~~ credit card, or student loan.

~~**c.)**~~**d.)** These documents ~~will~~ must be submitted within ~~three (3) months~~60 days after completion of the course(s).

~~**d.)**~~**e.)** When all requirements are met, the Human Resources Director will approve reimbursement and a check will be issued to the employee.

2. No advance payment will be made to employees for educational expenses covered under this policy and no payment will be made directly to an institution.

3. The employee is expected to make personal payment to their educational institution, and this benefit will only reimburse employees, for approved expenses, after the satisfactory completion of the course.

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~~staff. 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. ***Backup*.** A copy of original content that is transferred to a separate location(s) and/or medium(s) to safeguard the content for later restoring information in the event of unwanted deletion, alteration, or disaster.

3. ~~2.~~ ***De ~~Minimis~~Minimus Use*~~—~~.** Personal employee use of City IT resources that is nominal, irregular, and within ethics ~~laws~~standards.

4. ~~3.~~ ***Information Systems*~~—~~.** Computer hardware, software, storage, networking, procedures and processes used in ~~the collection~~collecting, processing, ~~storage~~storing, sharing, or ~~distribution of~~distributing information.

5. ~~4.~~ ***Information Security Officer (ISO)*~~—~~.** City employee(s) designated by the Chief Information Officer to serve as the point-of-control for technology-related security issues. The ~~individual and their backup~~individuals are designated in IT ~~Department~~ employee listings.

6. ~~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.

7. ~~6.~~ ***Mobile Devices*~~— Mobile~~. Portable communications and computing devices, such as cellular-based smartphones, tablet computers, and portable personal network cards/peripherals.

8. ~~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*)~~User Access Account 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.~~ significantly impede malicious and/or unintended access.

9. ~~8.~~ ***Private and Sensitive Data*** ~~—~~. Information defined by ~~statute~~law, policy, or regulation as warranting controls over access, storage, release, modification, destruction, loss, and/or misuse.

10. ~~9.~~ ***Technology Assets and Resources*** ~~—~~. The City's computers, servers, mobile devices, printers, computing peripherals, software and licenses, data communications network, technology vendor contracts, and services agreements.

11. ***User Access Account***. An electronic identity used to access to specific resources. Paired with a password and/or additional means of authentication, User Access Accounts allow secure use of information assets, resources, and tools.

C. Information and Communications Technology Usage

1. Accountability. All employees are responsible for all activity occurring under their User Access Accounts. For information security purposes, employees **shall not** permit or make it convenient for individuals to use accounts not assigned to that person.

2. ~~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~~,~~ and/or ~~his authorized~~ designee(s).

~~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. Misuse of technology assets and resources may result in discipline up to and including termination. The following are expressly prohibited:

   a. Originating or relaying materials that discriminate or ~~causes~~cause 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~~;~~, trademarks, or licenses.

e. Knowingly introducing malware and security risks ~~in~~into the City technology and communications environment~~;~~.

f. Accessing the secure files and/or the 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~~outside of assigned work hours without current supervisor permission.

i. Any political activity defined as inappropriate under local, state, and Federal laws, and not approved as part of the City's approved legislative efforts.

4. Personal Use~~—~~. The technology and communications resources of the City are for business use. ~~However, De Minimis Use~~De minimus personal use is permitted if extenuating circumstances exist and provided the employee does not violate Federal or ~~State~~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~~tools for coordination purposes. Communications on these tools may fall under Arizona Public Records laws and corresponding retention schedules.

6. Recording. City of Avondale employees may not record images or sound of City work, programs, services, projects, employees or activities while in the course and scope of their employment unless it is for City business purposes and is either: (1) specifically authorized in writing by their supervisor or manager or (2) pursuant to department policy. Such recordings may fall under the Arizona Public Records laws and corresponding retention schedules.

Absent preauthorization, when urgent circumstances reasonably prevent the employee from first seeking the prior written approval from their supervisor or manager for the specific use in question, employees may record the images and sound and obtain approval after the fact.

5.7. Preventative Monitoring—. IT shall maintain solutions to prevent malware and to filter materials of a discriminatory, prohibited, and/or illegal nature. AsIf activities of these types are detected, IT will treat employee conduct as supervisory issues forwill be addressed by the employee's 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.

6.8. j. Telecommuting. Support for employees to work from home can benefit City services and operations by improving staffing flexibility in desired situations. AsIf 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. Any employee approved for and

who accepts a telecommuting assignment is responsible for ensuring the security of City assets at all times.

7.9. Research and Development. Exceptions to Chapter 16 may be allowed to support testing of new technologies. The purposes of these initiatives are to pilot viability of new services, improve existing services, and/or reduce costs. In all instances, testing must be approved by the City's Chief Information Officer, not interfere with City operations, and ensure private and sensitive data is not placed at risk.

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 backupat least one alternate to coordinate information security efforts, address security incidences as they occur, and complete investigations approved by the City Manager, and Chief Information Officer, or either's authorizedtheir 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.

   i. ii. Security and controls shall be applied in a least-permissive manner. Employees, interns, volunteers, and contractors shall be granted and exercise only those rights needed to perform their assigned duties and to perform required administrative tasks.

   ii. iii. Critical technology assets and resources – e.g., servers, security gateways, network equipment, system consoles – shall be physically secured in secureprotected areas with access logging. Security designs must be approved through IT.

   iii. Employee technology and security training is required at least annually and shall be tracked by the Human Resources Department.

   iv. Only personnel authorized by IT shall have access to the City Data Centerdata 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.

c. ~~a.~~ Access Forms. All employees, volunteers, interns, contractors, and ~~others~~other users of the City IT resources shall be required to sign an ~~acknowledgement~~acknowledgment of the City's Information and Communications Technology ~~Policies.~~ Policy prior to starting work for the City.

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~~IT. Individual access may not exceed six months, after which access must automatically terminate, unless departments review and reauthorize access.

iii. IT shall review associated forms at least annually and shall maintain the forms on the City Intranet for easy access and use.

d. ~~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.

e. ~~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~~Setting 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.

f. External Security Requirements. IT shall be responsible for coordinating all external security requirements placed on the City, including audits and any mandates from state and/or Federal agencies.

2. Position Coordination. The Human Resources Department shall consult with IT when filling positions that are technology-focused. IT shall ensure that consistent position descriptions exist for City technical staff, individuals with appropriate technical qualifications are hired for City IT positions, and security needs for specialized positions required by City departments are properly addressed.

3. ~~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 Manager, City Clerk, and 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.~~ 4. Technology Acquisitions~~—The IT Department~~. IT 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 and Budget Department, ~~and~~ City Attorney, and IT 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 and Budget Department, maintaining cost allocation and capital plans for the City's software licensing, hardware replacements, and central services funds.

d. External IT Services. For all vendor-provided products and/or services, City departments are responsible for working with IT to ensure:

i. Security of City information and data.

ii. Appropriate vendor staff expertise.

iii. Required performance.

iv. Preservation of data by the City upon conclusion of services.

v. Contractual allowances for migration to alternative, future services.

vi. Adequate long-term funding to maintain services.

~~4.~~ 5. Audits. IT will ensure the City's compliance for secure computing and licensing.

~~a.~~ a. IT shall conduct ~~periodic~~ audits of physical, network, system, data, application, and operational information systems security at least once every two years. Results will be shared with the City Manager~~, or his authorized designee,~~ and department directors for corrective action.

~~b.~~ b. IT ~~should~~shall periodically review ~~and verify~~ licensing for ~~systems~~software and services to verify the City meets required obligations and limits under its service agreements and contracts.

~~5.~~ 6. Review of Use. Requests to examine a specific employee's use of City technology and communications resources must be approved by the City Manager~~,~~ and the Human Resources ~~Department, or either's authorized~~Director, or their respective designee(s).

E. IT Asset Allocation

~~1.~~ 1. Computers~~—~~.

~~a.~~ a. Primary Use Computers. Centrally allocated computers shall be those ~~consigned~~assigned to employees for the primary performance of their duties. Computers are to be budgeted and assigned on a one computer per FTE basis.

~~b.~~ 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 the responsible department director and IT prior to purchase and paid for from respective department operating funds, unless otherwise arranged through the Finance and Budget Department.

~~c.~~ c. Standard Specifications. ~~The Information Technology Department~~IT is charged with responsibility for setting standard specifications for computers, and including assignment of desktop/laptop/virtual units.

~~d.~~ 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~~IT. The lifecycle shall balance costs and the usable life of equipment.

~~e.~~ 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 for short periods in special circumstances, as approved by ~~the~~ IT ~~Department~~.

~~f.~~ 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~~Budget Department and IT, with City Council and City Manager approval.

~~2.~~ 2. Servers, Communications Hardware, and Reprographic Equipment~~—~~.

~~a.~~ 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.~~ 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 and Budget Department.

~~c.~~ 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.~~ 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~~Budget Department and IT, with City Council and City Manager approval.

~~3.~~ 3. Mobile Communications and Computing~~—~~.

~~a.~~ a. Provision. Mobile devices should not be purchased by the City except for special needs. Technology ~~Stipends~~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.~~ b. Approval Process. Requests for stipends and reimbursements should be submitted by employees via their department ~~directors~~director 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 and Budget Department.

~~F.~~ F. Records Administration

~~1.~~ 1. Intent. IT shall maintain City information and data to support operating needs, including disaster recovery~~ and~~, business resumption, and data loss prevention. Standards shall be set between the City Clerk and IT to meet requirements and standards set by ARIZ. REV. STAT.~~, Title 39, and~~ § 39-101, as well as departmental needs.

~~2.~~ 2. Archiving and Recovery. IT shall configure systems to save central 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 State Library~~ and~~, Archives and Public Records and administered by the City Clerk~~, as feasible~~. IT is charged with conducting central 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. City employees are charged with ensuring their work products and information are saved to central IT resources to be backed up and archived.

~~a.~~ a. Email. ~~Email~~Electronic messages will be saved per the ~~applicable City administrative procedure, or per then~~ current records retention schedules published by the Arizona State Library~~ and~~, Archives~~. Folders~~ and Public Records and coordinated by the City Clerk. Storage options will be provided for longer-term storage as determined necessary by the City Clerk and departments.

~~b.~~ b. Files. Electronic files will be saved per the ~~City administrative procedure, or per then current~~ records retention schedules published by the Arizona State Library~~ and~~, Archives~~, whichever is shorter~~ and Public Records and coordinated by the City Clerk. Archived files will consist of most recent backup copies and year-end copies.

~~c.~~ c. Databases. Databases will be saved per the ~~City administrative procedure, or per then~~ current records retention schedules published by the Arizona State Library~~ and~~, Archives~~, whichever is shorter~~ and Public Records and coordinated by the City Clerk. Archived databases will consist of most recent backup copies and ~~year-end~~a defined schedule of periodic 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.~~

3. Records Hold. The City Attorney and IT shall provide processes and tools for saving files related to known legal actions. The City Clerk, City Attorney, and City departments will train to appropriately manage departmental files and information to comply with legal requirements.

G. IT Protocols and Guidelines

1. IT 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.~~ i. Advanced support for smartphones and tablet computers.

      ~~ii.~~ ii. Supported service for access to City email, schedules, and contacts.

      ~~iii.~~ iii. Supported online storage services for saving work for backup and public records ~~searched~~searches.

      ~~iv.~~ iv. Supported note-taking and mark-up applications.

      ~~v.~~ 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~~

Document comparison by Workshare Compare on Monday, August 17, 2015 2:26:44 PM

Input:	
Document 1 ID	interwovenSite://GRPHX_SQL/Phoenix/1630972/1
Description	#1630972v1<Phoenix> - CODE - Personnel Policy - Chapter16 - IT Policy
Document 2 ID	interwovenSite://GRPHX_SQL/Phoenix/2359462/5
Description	#2359462v5<Phoenix> - CODE - Chapter 16 - IT Policy 2015 (KMM 8.17.15)
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	200
Deletions	213
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	417

CHAPTER 17
Separations

A. Resignation

1. Any employee who desires to resign his/her position with the City and be in good standing with the City will provide a written resignation to his/her department manager or the City Manager stating the effective date and reason for such action.

2. Notification will be provided at least two weeks prior to the effective date unless otherwise waived by the City Manager.

3. Employees who resign will be entitled to compensation for their earned and unused vacation leave, except for employees in their initial trial period.

   ~~**a.)** This vacation leave will only be a maximum accrual time of 240 hours for all employees.~~

   ~~**b.)** Except in case of fire personnel assigned to shift hours, where the maximum accrual time is 402 hours.~~

B. Layoff

1. The City Manager, with the concurrence of the City Council, may separate any employee without prejudice because of lack of funds or curtailment of work, after giving notice of at least thirty (30) days to such employee.

2. However, no regular employee will be separated from any department while they are trial, part-time or temporary employees serving in the same class of positions in that department.

3. Whenever possible, employees who are to be laid off in one department will be integrated into another department by transfer.

4. When layoffs are required, they will be in the inverse order of the relative length of service of the employee-that is, the employee with the longest service time will be the last to be laid off.

5. Any employee affected by layoff through no fault of his/her own will be eligible for re-employment with preference for rehire.

C. Retirement

A full-time regular employee in the City will be eligible for retirement benefits in accordance with the Arizona State Retirement System or the Arizona Public Safety Personnel Retirement System.

D. Involuntary Terminations

1. The City may dismiss any ~~non-trial~~regular status employee in the exempt/nonexempt service for cause.

a.) A written statement of reasons for the dismissal will be provided to the employee.

2. The City may dismiss any ~~trial~~ probationary employee in the exempt/nonexempt service at its sole discretion.

a) No written statement of reasons for dismissal is required.

E. Return of City Property

1. Any employee leaving the City service whether through resignation, layoff, or dismissal is responsible for returning any City property, which he/she may have in his/her possession.

2. Identification cards, badges, keys, handbooks, etc. must be returned to the department manager or the Human Resources Director prior to receiving a final paycheck.

CITY OF AVONDALE
GRIEVANCES AND APPEALS POLICY

AMENDED AND RESTATED
~~May 19, 2014~~_____, 2015

CHAPTER 19
Grievances and Appeals

A. Statement

This Chapter applies to all employees including represented and certified employee units. The City of Avondale, in keeping with its policy of maintaining satisfactory working conditions, will provide a means to ensure fair handling of employee complaints and grievances. Any employee whose state of mind is so affected by a grievance that he/she will not endeavor to, or cannot do the proper thing in course of performing his/her regular duties should immediately pursue the prescribed procedures for grievances.

B. Matters Subject to Grievances

1. For the purpose of this Chapter, a grievance means any dispute regarding the meaning, interpretation, or alleged violation of these policies and procedures.

2. Any employee in the classified service will have the right to appeal, under this rule, a decision affecting his/her employment, over which his/her appointing power has partial or complete jurisdiction, with the exception of suspensions, demotions, reductions in pay in lieu of suspension, or terminations which will be appealed directly to the Independent Hearing Officer, through the Assistant City Manager or designee as provided by these policies.

C. Matters Not Subject to Grievance

As discussed above, suspensions, demotions, reductions in pay in lieu of suspension, and terminations are not grieveable. In addition, an employee cannot grieve the contents of a performance evaluation, the lack or amount of a pay increase (merit or otherwise), or any form of reprimand. In addition, an employee that is a member of a certified Employee Group pursuant to Chapter 2, Article II, Division 4, Section 2-56 of the Avondale City Code, may not grieve any issue covered under a Memorandum of Understanding. In addition, part-time employees are not entitled to any rights pursuant to this Chapter. Finally, an employee may not file a grievance for any concern more than fifteen (15) working days after the employee first becomes aware of it.

D. Procedures

1. Informal Grievance Procedure

a. An employee who has a problem or complaint should first try to settle it through discussion with his/her immediate supervisor without undue delay.

b. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she will have the right to discuss it with his/her supervisor's immediate department director. If the employee's supervisor does not have a department director, he/she shall discuss the matter with Human Resources. In some circumstances, Human Resources will determine that matter should be referred to the City Manager, or his/her designee, at this stage.

c. Every effort should be made to find an acceptable solution by informal means at the lowest level of supervision. If an employee fails to follow this informal procedure, the grievance will be denied and he/she will not be permitted to proceed to the formal grievance procedure outlined below.

2. Formal Grievance Procedure

Levels of review through the chain of command are listed below:

a. First Level of Review

(1) If the employee has properly followed the informal grievance procedure and the matter is not resolved, the employee is eligible to elevate the grievance to the first level. Initially, the employee must reduce the grievance to writing, citing the article and section of the personnel policies and procedures alleged to be violated, the date of the violation that is the basis for the grievance, the nature of the grievance, and the relief requested.

(2) This grievance should be presented to the employee's immediate supervisor, within fifteen (15) working days of the occurrence, and no later than ten (10) working days after the informal grievance procedure has been fully exhausted. The supervisor will render his/her decision and comments in writing and return them to the employee within fifteen (15) working days after receiving the grievance.

(3) If the employee does not agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) working days, and the employee wishes to continue in the grievance process, the employee may present the grievance in writing to his/her supervisor's immediate department director (the "second level supervisor").

(4) Failure of the employee to take further action within ten (10) working days after receipt of the written decision of his/her supervisor or within a total of twenty-five (25) working days after presentation of the grievance to the employee's immediate supervisor if no decision is rendered, will constitute a withdrawal of the grievance.

b. Further Level(s) of Review as Appropriate

(1) The second level supervisor receiving the grievance will review it, render his/her decision and comments in writing, and return them to the employee within fifteen (15) working days after receiving the grievance.

(2) If the employee does not agree with the second level supervisor's decision, or if no answer has been received within fifteen (15) working days after the second level supervisor received the grievance, and the employee wishes to continue in the grievance process, he/she may present the grievance in writing to the City Manager – through the Human Resources Director.

(3) Failure of the employee to take further action within ten (10) working days after receipt of the decision, or within a total of twenty-five (25) working days of referral to his/her second level supervisor if no decision is rendered, will constitute a withdrawal of the grievance.

c. City Manager

(1) Upon receiving the grievance, the City Manager or designee should discuss the grievance with the employee and with other appropriate persons.

(2) The City Manager or designee may designate a fact-finding committee or supervisor to advise him/her concerning the grievance.

(3) The City Manager or designee will render a final decision. Grievances may not be appealed to the Independent Hearing Officer.

3. Appeal to the Independent Hearing Officer

a. Right to Appeal

Any regular employee in the classified service will have the right to appeal to the Independent Hearing Officer any disciplinary action by the City which involves termination, demotion, suspension without pay, or reduction in pay in lieu of suspension without pay, except in instances where the right of appeal is specifically prohibited by these policies.

b. Methods of Appeal

(1) Appeals will be in writing, signed by the appellant, and delivered in person, email or by first-class mail to the Human Resources Director. Appeals must be delivered to the Human Resources Director within ten (10) working days of the

date of the disciplinary action to be appealed. The formality of a legal pleading is not required. However, failure to file the appeal on time will constitute a waiver, and the decision will become final.

(2) Within ten (10) working days after receipt of the appeal, the Human Resources Director will notify the Assistant City Manager, the Independent Hearing Officer, and such other persons named or affected by the appeal.

(3) Upon filing of an appeal, the Independent Hearing Officer will set a date for a hearing on the appeal not less than ten (10) working days or no more than thirty (30) working days from the date of filing.

(4) The Human Resources Director will notify all interested parties of the date, time, and place of the hearing. The Human Resources Department will provide administrative assistance to the Independent Hearing Officer.

(5) The appeal will be a written statement, addressed to the Independent Hearing Officer, explaining the matter appealed, the specific grounds for the appeal (explaining why he/she believes the decision appealed is incorrect), and setting forth therein a statement of the action desired by the appellant. The written appeal will constitute the entire matter before the Independent Hearing Officer. The appellant may not add new matters, grounds, facts, or theories to those already stated in the original appeal. The Independent Hearing Officer will not have jurisdiction to consider any such additional matters, grounds, facts, or theories outside of the written appeal.

c. Independent Hearing Officer

(1) Pursuant to a periodic solicitation for statements of qualifications **or through cooperative solicitation**, the City shall establish a list of at least ~~five~~**three** attorneys (or fewer if an insufficient number of qualified candidates respond to the solicitation), who are licensed and in good standing with the State Bar of Arizona and who have at least five years of experience and knowledge of municipal law and/or employment law, to serve as the Independent Hearing Officer. Upon receipt of a written appeal, the City Manager or designee shall select the Independent Hearing Officer from the qualified list~~ on a rotational basis. If the attorney next in rotation is unable serve on an appeal, the City may enlist the next attorney in rotation to serve.~~ **.**

(2) The City shall pay the reasonable fees and costs of the Independent Hearing Officer; however, the Independent Hearing Officer will not represent either the City or the appellant. The duties of the Independent Hearing Officer are to make rulings and determinations pursuant to these rules.

(3) Independent Hearing Officer

The Independent Hearing Officer shall have the following duties and authority.

(a) Pre-Hearing

i. Consider and rule on any pre-hearing motions, including those that could result in the dismissal of the appeal for failure to follow these rules~~;~~**.**

ii. Set reasonable restrictions and deadlines for the timing and conduct of the hearing~~;~~**.**

iii. Prepare the hearing notice and agenda.

(b) Presiding over the Hearing

i. Rule on objections and motions by a party, unless they are dispositive of the appeal~~; ~~**.**

ii. ~~At the hearing, the Independent Hearing Officer shall make the final decision~~**Submit his/her findings and recommendations** on the merits of the appeal~~;~~ **in accordance with the timeframe and procedure set forth in subsection (f) below.**

iii. Prepare a written report and recommendation for the City Manager.

d. Pre-hearing Procedures~~.~~

As outlined above, the Independent Hearing Officer shall set the time and place for the hearing. Prior to the hearing, the Independent Hearing Officer shall do the following:

(1) Within five working (5) days of filing the written appeal with the Human Resources Director, the appellant may request his/her personnel record from the City. Neither party shall be entitled to any additional discovery in this process, except as outlined below.

(2) At least seven (7) working days prior to the hearing, the City and the appellant shall disclose to one another the witnesses that each anticipates calling, a synopsis of their testimony, and any documents each anticipates presenting to the Independent Hearing Officer. The proposed testimony and exhibits must relate to the written appeal filed by the appellant. Any proposed testimony or exhibits that do not relate to the written appeal shall not be considered or presented. The Independent Hearing Officer will make this determination, as necessary.

(3) Not less than three (3) working days after the exchange of proposed testimony and exhibits, the parties shall work together to determine if either side objects to any exhibits, and work through those objections. If after consulting with one

another, there is still a disagreement, the parties shall file a brief letter (no more than one page) outlining the disputed items to the Independent Hearing Officer. The letter must be filed at least two (2) working days prior to the hearing. If there is no dispute, no letter need be filed. The Independent Hearing Officer shall rule on any disagreement prior to the hearing. All exchanged exhibits will be deemed admissible and presented to the Independent Hearing Officer at the hearing.

e. Hearings

(1) The appellant shall appear personally and testify before the Independent Hearing Officer at the time and place of the hearing.

(2) The proposed testimony and exhibits used by the appellant shall only be those permitted pursuant to subsection (d) above. No other witnesses or documents will be considered by the Independent Hearing Officer unless (i) the party can show that it was newly discovered, there was prompt disclosure, and the evidence is crucial or (ii) the Independent Hearing Officer rules otherwise for good cause shown. In addition, the Independent Hearing Officer may, at his/her discretion, exclude certain witnesses or documents even if timely disclosed if such evidence would be irrelevant, cumulative, redundant, or overly prejudicial.

(3) The appellant may be represented by any person (other than the Independent Hearing Officer) or attorney as he/she may select, and at the hearing may produce on his/her behalf relevant oral or documentary evidence.

(4) The City will present its case first, establishing the reasons for the employment action. At the conclusion of the City's case, the appellant will then present his/her case in opposition. Each side may call disclosed its witnesses. The parties are responsible for securing the attendance of their own witnesses, but the City will make current City employees available for the hearing if timely disclosed. The parties do not have any subpoena power to compel a witness's attendance.

(5) Cross-examination of witnesses will be permitted.

(6) The conduct and decorum of the hearing will be under the control of the Independent Hearing Officer, with due regard to the rights and privileges of the parties.

(7) Hearings need not be conducted according to technical rules relating to evidence and witnesses.

(8) Hearings will be closed ~~and~~**or** held in executive session**, as applicable,** unless the appellant, in writing to the Independent Hearing Officer, requests an open, public hearing**. A closed hearing does not preclude the attendance of (i) persons necessary to assist in the presentation of evidence and arguments,**

(ii) the Human Resources Director or authorized designee or (iii) the appellant's department director or authorized designee.

f. Findings and Recommendations

(1) The Independent Hearing Officer will, within fifteen (15) working days after the conclusion of the hearing, ~~certify~~**submit** his/her findings and recommendations that will be advisory to the City Manager. The Independent Hearing Officer may recommend that the City Manager affirm, revoke, or modify the employment action taken.

(2) The City Manager or designee will review the findings and recommendations of the Independent Hearing Officer. He/she may then affirm, revoke, or modify the action taken as in his/her judgment seems warranted.

(3) The City Manager or designee will inform the appellant within twenty (20) working days of his/her decision. The action of the City Manager or designee will be final.

4. Conduct of Appeal Procedure

The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

E. Matters Subject to Ariz. Rev. Stat. § 38-531

This section does not apply to any persons outside the definition of Employee (as hereinafter defined). When a complaint is filed by a former or current employee (the "Employee") as defined by Ariz. Rev. Stat. § 38-531, alleging violation of Ariz. Rev. Stat. §§ 38-531 *et. seq.*, the City Manager shall convene an *ad hoc* independent personnel board ("Board") pursuant to Ariz. Rev. Stat. §§ 38-532 and 534, which shall consist of five (5) members having the following qualifications:

1. Three (3) members who are residents of the City, not employed by the City, and not related to the Employee;

2. One (1) member who is employed by another municipality as an administrator in the department of human resources or personnel and who is not related to the Employee; and

3. One (1) member who is employed by another municipality, who does not belong to any professional organizations or affiliates that the Employee belongs to and who is not related to the Employee.

The members of the Board shall meet, hear evidence, and decide the following:

1. **The validity of the complaint.**

2. **Whether a prohibited personnel practice, as defined by ARIZ. REV. STAT. § 38-532(A), was committed against the employee or former employee as a result of disclosure of information by the employee or former employee.**

The provisions of ARIZ. REV. STAT. § 38-532 are incorporated by this reference.

F. For the purposes of this Chapter:

1. "Working Days" means Monday through Thursday, exclusive of City designated Holidays.

CITY COUNCIL AGENDA

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

REGULAR MEETING
October 5, 2015
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. PROCLAMATION - OCTOBER IS BREAST CANCER AWARENESS MONTH

b. PROCLAMATION - OCTOBER IS DOMESTIC VIOLENCE AWARENESS MONTH

3 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

4 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPROVAL OF MINUTES

1. Work Session of September 14, 2015
2. Regular Meeting of September 14, 2015
3. Work Session of September 21, 2015
4. Regular Meeting of September 21, 2015

b. PROGRAM GRANT AGREEMENT - AVONDALE AUTO CENTER FOR FACADE IMPROVEMENT

City Council will consider a request to approve a Program Grant Agreement with Alvin and Kimberly Doll, Kim M. Anderson and Melanie L. Riefkohl for a facade improvement project at Avondale Auto, LLC located at 722 E Western Avenue to make exterior improvements in the amount of $70,000 through the City's Business Improvement Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 3276-1015 - GRANT ACCEPTANCE FROM GOHS FOR DUI ENFORCEMENT

City Council will consider a resolution authorizing acceptance of a grant from the Governor’s Office of Highway Safety in the amount of $30,000 to support the Police Department’s funding of Driving under the Influence enforcement through overtime expenses and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. ORDINANCE 1587-1015- AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE

City Council will consider a request to approve an ordinance authorizing the acqusition of real property generally located along McDowell Road at the 104th Avenue alignment for use as a traffic signal, sidewalk, and temporary construction easement, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents. The Council will take appropriate action.

5 MEDICAL SERVICES UPDATE

City Council will received an update from on the provision of medical services to the community and obtain their feedback regarding the development of an application to the Arizona Department of Health Services for a certificate of necessity to provide ambulance transport services. This item is for information, discussion and council direction, no action is required.

6 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles 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 politica 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 estos 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 ninos no sten presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.

Category Number: 4
Item Number: b.

CITY COUNCIL AGENDA

SUBJECT:
Program Grant Agreement - Avondale Auto Center for Facade Improvement

MEETING DATE:
10/5/2015

TO: Mayor and Council

FROM: Stephanie Small, Neighborhood and Family Services Director - 623.333.2711

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff requests Council approval of a program grant agreement with Alvin and Kimberly Doll, Kim M. Anderson and Melanie L. Riefkohl to utilize $70,000 in Community Development Block Grant funds to make exterior improvements at 722 East Western Avenue, Avondale, AZ 85323 through the City's Business Improvement Program.

BACKGROUND:
To further neighborhood revitalization goals in Historic Avondale, the City created a Business Improvement Program to assist commercial property owners with exterior/facade improvements, including but not limited to: windows, doors, painting, stucco treatment, signage, lighting and awnings. The purpose is to improve the visual appearance of buildings along Western Avenue while preserving the unique and original Historic Avondale main street character. Participating business owners are required to prepare business plans, be current on taxes, businesses must be located in Historic Avondale and have a valid business license. Avondale Auto, LLC located on the corner of Western Avenue and Dysart is a gateway property into the Historic Avondale area and this project is aligned with the Business Improvement Program goals.

DISCUSSION:
The owners of Avondale Auto, LLC submitted an application to improve their property located at 722 East Western Avenue, Avondale, AZ 85323. The estimated total project costs is $70,000 and includes both architectural design and construction. The program agreement outlines the responsibilities of the Property Owner and the City. Community Development Block Grant Funds will be used to fund the project. The award to the property owner will be in the form of a deferred payment loan forgivable after 7 years. After the first year, the loan amount will be reduced by 1/7th of the original loan amount, as long as the owner(s) maintains ownership of the property and ensures upkeep of the facade improvements detailed in the scope of work. The loan amount will be reduced by 1/7 for each of the subsequent years. If the property is sold or the facade improvements are not maintained, the loan is payable based on a prorated amount.

BUDGET IMPACT:

The project will be funded with up to $70,000 in Community Development Block from the following account codes:

- 240-7598-13-6180

- 240-7598-14-6180
- 240-7598-15-6180
- 240-7598-16-6180

RECOMMENDATION:
Staff recommends City Council approval of the program agreement with Alvin and Kimberly Doll, Kim M. Anderson and Melanie L. Riefkohl, owners of Avondale Auto, LLC to utilize $70,000 in Community Development Block Grant funds to improve the commerical property located at 722 E. Western Avenue, Avondale, AZ 85323. Staff request City Council to authorize the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

Program Grant Agreement

PROGRAM GRANT AGREEMENT

THIS PROGRAM GRANT AGREEMENT (this "Agreement") is made as of the 5th day of October, 2015 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") and Alvin A. Doll and Kimberly A. Doll, husband and wife, and Kim M. Anderson and Melanie L. Riefkohl, as Co-Trustees of the Madison Trust under Trust Agreement dated 3/24/03 (collectively, the "Property Owner").

RECITALS

A. The City has Community Block Development Grant ("CDBG") funds from the United States Government under Title I of the Housing and Community Development Act of 1974 (P.L. 93-38) available for the purpose of awarding loans to owners of certain improved commercial property in Historic Avondale on Western Avenue between Dysart Road and Central Avenue to rehabilitate such properties in accordance with agreed upon specifications (the "Program").

B. The Property Owner holds title in fee simple to that certain commercial property located at 722 East Western Avenue, Avondale, Arizona (the "Property"), which includes title to all improvements, fixtures and buildings thereon (collectively, the "Structure"). Any reference to the "Property" hereinafter shall be deemed to include each Structure.

C. The Property Owner has submitted an application under the Program to receive a grant to rehabilitate the exterior surface or facade of the Structure (the "Facade").

D. The City has determined that the Facade rehabilitation is eligible for funding from the Program. The City intends to enter into an agreement with a construction contractor (the "Contractor") for the Contractor to perform the rehabilitation of the Facade using the Program funds.

AGREEMENT

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

1. Rehabilitation Work. Subject to Section 3 of this Agreement, the City agrees to allocate $70,000.00 in Program funds (the "Allocated Funds") for the rehabilitation of the Facade and agrees to direct the Contractor to perform the exterior rehabilitation work and code violation repair on the Property as set forth in the Scope of Work (the "Scope of Work"), attached hereto as Exhibit A and incorporated herein by this reference. The work to be performed in accordance with the Scope of Work is herein called the "Project."

2. Term. This Agreement shall commence on the Effective Date and shall continue until the seventh anniversary of the Construction Completion Date (as defined in Section 4), unless otherwise terminated in accordance with this Agreement.

3. Conditions Precedent to Disbursement of the Allocated Funds. The City shall disburse the Allocated Funds to the Contractor to commence work on the Project upon satisfaction of the following conditions precedent:

3.1. Title Report. The City shall have received a title report (the "Title Report") issued by a title insurance company acceptable to the City in its sole discretion, which reflects that the Property Owner holds fee simple title to the Property and is otherwise in such form and with such content as the City shall reasonably require.

3.2. Liens or Encumbrances. The City shall have received complete copies of any and all documents evidencing any and all liens or encumbrances against the Property reflected on the Title Report.

3.3. Consent of Persons With Interest In Property. The City shall have received:

3.3.1. Written consent, substantially in the form of Exhibit B, attached hereto and incorporated herein by this reference, from the holder of any lien, encumbrance, or other interest in the Property as of the date that the Allocated Funds are disbursed consenting to the addition of a recorded lien on the Property; or

3.3.2. Written acknowledgement, substantially in the form of Exhibit C, attached hereto and incorporated herein by this reference, from the Property Owner stating that the Property is free from any lien, encumbrance or other interest in the Property as of the date that the Allocated Funds are disbursed.

3.4. Insurance Certificate. The City shall have received a certificate of insurance, which certifies that the Structure is insured as required by Section 7 of this Agreement and is otherwise in such form and with such content as the City may reasonably require.

3.5. Building Permit. If required by the nature of the Project, as determined by the City in its sole discretion, the City shall have received a copy of the building permit issued by the City's Development Services Department for the Project that is in such form and with such content as the City may reasonably require.

3.6. Other Documents or Requirements. The City shall have received such other and further documents as may be required by the City, in its sole discretion. All documents prepared and submitted to the City pursuant to this Agreement shall become the property of the City.

4. Documentation of the Exterior Condition of the Facade and the Property. Promptly following completion of the Project, the City will cause the exterior condition of the Facade and the Property to be photographed and will maintain such photographs (the "Photographs") in the office of the City of Avondale Neighborhood and Family Services Department. The date on which the City's construction manager issues a certificate of completion to the City indicating completion of construction on the Property will be the "Construction Completion Date" for purposes of this Agreement. The exterior condition and appearance of the Facade and the Property as depicted in the Photographs (the "Updated Facade") will be deemed to describe their external nature as of the Construction Completion Date.

5. Maintenance of the Facade. The Property Owner will, at all times, maintain the Facade in a good and sound state of repair to ensure the structural soundness and the safety of the Structure and the Facade and will ensure that the Facade retains its appearance consistent with the Updated Facade provided however, that the Property Owner may update or upgrade signage on the Property so long as the updated or upgraded signage complies with the City's Sign Ordinance. This maintenance obligation shall require replacement, repair and reconstruction according to City building standards within a reasonable time whenever necessary to have the external nature of the Structure at all times appear to be the same as the Updated Facade, except as otherwise approved in advance in writing by the City in its sole discretion.

6. Inspection. In order to periodically observe the Facade, representatives of the City shall have the right to enter the Property to inspect the Facade. This inspection will be made at a time mutually agreed upon by the Property Owner and the City.

7. Insurance. The Property Owner, at the Property Owner's sole cost and expense, shall at all times during the term of this Agreement (a) keep the Structure insured at its replacement value on an "all risk" basis to ensure complete restoration of the Facade in the event of loss or physical damage (said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owner shall provide a certificate of insurance to the City evidencing such insurance, including an endorsement naming the City as a loss payee); and (b) carry and maintain liability insurance in an amount satisfactory to the City to protect against injury to visitors or other persons on the Property, and the Property Owner shall provide a certificate of insurance to the City evidencing such insurance, and naming the City as an additional insured on the policy.

8. Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded deed of trust or mortgage applicable to the Property, in the event of damage or destruction of the Structure resulting from casualty, the Property Owner agrees to apply all available insurance proceeds and donations to the repair and reconstruction of the damaged Structure, with such funds applied first to repair and reconstruct those features necessary to restore the Facade to its appearance as the Updated Facade. In the event the City determines, in its reasonable discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that either (a) the damage to the Structure is of such magnitude and extent that repair and reconstruction of the damage would not be possible or practical or (b) that the damaged Structure presents an imminent hazard to public safety, then the Property Owner may elect not to repair or reconstruct the damaged Structure. In the event of such a determination by the City, the Property Owner will, at the Property Owner's sole cost and expense, raze the damaged Structure and remove all debris, slabs, and any other portions and parts of the damaged Structure within the time period required by the City to protect the health, safety and welfare of the public, unless the Property Owner has commenced and is diligently pursuing repair or reconstruction of the damaged Structure. Upon razing of the damaged portion of the Structure, the City shall release any interest it has in the insurance proceeds for the damaged Structure. Nothing in this Section is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded deed of trust or mortgage applicable to the Property.

9. Security Interest. To secure its obligations under this Agreement, the Property Owner hereby grants to the City a security interest in the Property and in all cash and non-cash proceeds derived from the sale of the Property and in any insurance covering the Property. The Property Owner authorizes the City to file and record a Deed of Trust in the form attached as Exhibit D, attached hereto and incorporated herein by this reference. The City will release the Deed of Trust upon the occurrence of both of the following: (a) the seventh anniversary of the Construction Completion Date and (b) full satisfaction of all requirements, conditions and obligations of Property Owner under this Agreement.

10. Default/Remedy. In the event that the Property Owner fails to perform any obligation of the Property Owner set forth herein, or fails to otherwise comply with any stipulation or restriction set forth herein (collectively, a "Default"), then in addition to any remedies now or hereafter provided by law and in equity and following prior written notice to the Property Owner, the City may elect to do any of the following:

10.1. Institute suit(s) to enjoin such violation by ex parte, temporary, preliminary or permanent injunction, including prohibitory and or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance of the Updated Facade.

10.2. Enter upon the Property, correct any such violation, and hold the Property Owner responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property.

10.3. Demand that the Property Owner reimburse the City for all or part of the Allocated Funds determined as follows. If the Property Owner causes a Default during the first year after the Construction Completion Date, the Property Owner shall reimburse the City the full amount of the Allocated Funds. If the Property Owner causes a Default thereafter, on each anniversary of the Construction Completion Date, the amount the Property Owner shall pay in the event of a Default shall be reduced by 1/7th of the original amount of the Allocated Funds for the remaining years of the term of this Agreement. Voluntary repayment of the Allocated Funds by the Property Owner without demand by the City does not release the Property Owner from its obligations under this Agreement unless the City consents in writing to accept such payment in full satisfaction of the Property Owner's obligations under this Agreement.

In the event the Property Owner violates any of its obligations under this Agreement, the Property Owner shall reimburse the City for any and all costs and expenses incurred by the City in connection therewith, including all court costs and attorneys' fees.

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

limiting the scope of the indemnity in this Section. The obligations of the Property Owner under this Section shall survive termination of this Agreement for a period of two years.

12. Agreement, Acknowledgment and Representation by Property Owner. The Property Owner agrees with, and acknowledges and represents to, the City that the Property Owner (a) has read this Agreement, the Program description, the Deed of Trust, Promissory Note and the Scope of Work for the Project, (b) fully understands the terms and conditions set forth herein and therein, and (c) agrees to be bound by such terms and conditions.

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 the Property Owner of written notice by the City.

13.2. By Property Owner. The Property Owner may terminate this Agreement upon 30 days' written notice to the City, provided that such termination will be deemed a Default under Section 10 and the Property Owner shall be obligated to repay to the City the Allocated Funds in such amount as determined under Section 10.3 above.

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

13.4. Gratuities. The City may, by written notice to the Property Owner, 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 Property Owner or any agent or representative of the Property Owner to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover from the Property Owner an amount equal to 150% of the gratuity.

13.5. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the

availability of funds for its obligations under this Agreement. The City shall keep Property Owner informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Property Owner hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1. Amendments and Supplements. This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

14.2. 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.

14.3. 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.

14.4. Waiver. The waiver by the City of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

14.5. Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

14.6. Governing Law. This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Arizona.

14.7. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (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: David Fitzhugh, City Manager
With copy to:	GUST ROSENFELD, P.L.C. One E. Washington Street, Suite 1600 Phoenix, Arizona 85004-2327 Attn: Andrew J. McGuire, Esq.
If to Property Owner:	Alvin A. Doll 722 East Western Avenue Avondale, Arizona 85323

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.

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

14.9. 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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City and the Property Owner have executed this Agreement on the date first above written.

"City"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
David W. Fitzhugh, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"P**roperty Owner**"

_____
Alvin A. Doll

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared Alvin A. Doll, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"P**roperty Owner**"

_____
Kimberly A. Doll

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared Kimberly A. Doll, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"P**roperty Owner**"

_____
Kim M. Anderson, Co-Trustee
of The Madison Trust

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared Kim M. Anderson, Co-Trustee of the Madison Trust, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the Trust.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"P**roperty Owner**"

_____

Melanie L. Riefkohl, Co-Trustee
of The Madison Trust

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared Melanie L. Riefkohl, as Co-Trustee of the Madison Trust, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the Trust.

_____

Notary Public in and for the State of Arizona

(Affix notary seal here)

EXHIBIT A
TO
PROGRAM GRANT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ALVIN A. DOLL, KIMBERLY A. DOLL AND
KIM M. ANDERSON AND MELANIE L. RIEFKOHL

[Scope of Work]

See following pages.

City of Avondale

Avondale Auto Service and Repair
Façade Renovation Project
722 E. Western Ave.
Avondale, AZ 85323

bo ARCH Project No. 15A04

Project Manual
Volume 1 of 1
Specification Divisions 1, 2, 5-9

Construction Set
July 8, 2015

++THIS PAGE INTENTIONALLY LEFT BLANK++

Avondale Auto Service and Repair
Façade Renovation Project
722 E. Western Ave.
Avondale, AZ 85
bo ARCH Project No. 15A04

TABLE OF CONTENTS

Section Page No.

DIVISION 1- GENERAL REQUIREMENTS

Reference the City of Avondale's Invitation for Bid.

DIVISION 2 – EXISTING CONDITIONS

024119 - Selective Demolition 024119-1

DIVISION 5 – METALS

055000 – Metal Fabrications 055000-1

DIVISION 6 – WOOD, PLASTICS, & COMPOSITES

061053 – Miscellaneous Rough Carpentry 061053-1

DIVISION 7 – THERMAL & MOISTURE PROTECTION

072500 – Weather Barriers 072500-1

074213 – Metal Wall Panels 074213-1

076200 – Sheet Metal Flashing & Trim 076200-1

077100 – Roof Specialties 077100-1

079200 – Joint Sealants 079200-1

DIVISION 8 – OPENINGS

084113 – Aluminum – Framed Entrances and Storefronts 084113-1

085113 – Aluminum Windows 085113-1

087100 – Door Hardware 087100-1

088000 - Glazing 088000-1

DIVISION 9 – FINISHES

092216 – Non-Structural Metal Framing 092216-1

092400 – Portland Cement Plastering 092400-1

099113 – Exterior Painting 099113-1

099123 – Interior Painting 099123-1

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Items indicated to be removed and salvaged remain Owner's property. Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner. Include fasteners or brackets needed for reattachment elsewhere.

B. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements. Submit before Work begins.

C. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

D. It is not expected that hazardous materials will be encountered in the Work. If hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with EPA regulations and with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 DEMOLITION

A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.

B. Locate, identify, shut off, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

D. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

E. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.

F. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

G. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.

H. Requirements for Building Reuse:

1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
2. Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.

I. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.

J. Remove demolition waste materials from Project site, and legally dispose of them in an EPA-approved landfill. Do not burn demolished materials.

K. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Shop Drawings.

PART 2 - PRODUCTS

2.1 METALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Steel Bars for Bar Gratings: ASTM A 36/A 36M or steel strip, ASTM A 1011/A 1011M or ASTM A 1018/A 1018M.

C. Wire Rod for Bar Grating Crossbars: ASTM A 510 (ASTM A 510M).

D. Rolled Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.

E. Steel Tubing: ASTM A 500/A 500M.

F. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40), black finish.

G. Slotted Channel Framing: Cold-formed steel channels complying with MFMA-4, 1-5/8 by 1-5/8 inches (41 by 41 mm) by [0.053-inch (1.35-mm)] [0.067-inch (1.7-mm)] [0.097-inch (2.5-mm)] minimum thickness, hot-dip galvanized after fabrication.

H. Cast Iron: ASTM A 48/A 48M or ASTM A 47/A 47M.

I. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 240/A 240M or ASTM A 666, Type 304.

J. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.

K. Zinc-Coated Steel Wire Rope: ASTM A 741.

1. Wire-Rope Fittings: Hot-dip galvanized-steel connectors with capability to sustain, without failure, a load equal to minimum breaking strength of wire rope with which they are used.

L. Aluminum Plate and Sheet: ASTM B 209 (ASTM B 209M), Alloy 6061-T6.

M. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T6.

N. Aluminum-Alloy Rolled Tread Plate: ASTM B 632/B 632M, Alloy 6061-T6.

O. Aluminum Castings: ASTM B 26/B 26M, Alloy 443.0-F.

P. Extruded-Bronze Shapes: ASTM B 455, Alloy UNS No. C38500 (architectural bronze).

Q. Bronze Castings: ASTM B 62, Alloy UNS No. C83600 (85-5-5-5 or No. 1 composition commercial red brass) or ASTM B 584, Alloy UNS No. C86500 (No. 1 manganese bronze).

2.2 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless-steel fasteners for fastening aluminum.
2. Provide stainless-steel fasteners for fastening stainless steel.
3. Provide bronze fasteners for fastening bronze.

2.3 GROUT

A. Nonshrink, Nonmetallic Grout: ASTM C 1107; recommended by manufacturer for exterior applications.

2.4 FABRICATION

A. General: Shear and punch metals cleanly and accurately. Remove burrs and ease exposed edges. Form bent-metal corners to smallest radius possible without impairing work.

B. Welding: Weld corners and seams continuously. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. At exposed connections, finish welds and surfaces smooth, with contour of welded surface matching those adjacent.

C. Comply with AWS for recommended practices in shop brazing. Braze behind finished surfaces without distorting or discoloring exposed side. Clean exposed brazed joints of flux, and dress exposed and contact surfaces.

D. On units indicated to be cast into concrete or built into masonry, provide welded-steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c.

E. Fabricate steel girders for wood frame construction from continuous steel shapes of sizes indicated.

F. Fabricate steel pipe columns with 1/2-inch (12-mm) steel base plates and 1/4-inch (6.4-mm) steel top plates welded to pipe with continuous fillet weld same size as pipe wall thickness. Drill top plates for connection bolts and base plates for 5/8-inch (16-mm) anchor bolts.

G. Fabricate loose lintels from steel angles and shapes. Size to provide bearing length at each side of openings equal to one-twelfth of clear span, but not less than 8 inches (200 mm).

H. Fabricate structural-steel door frames from structural shapes and bars fully welded together, with 5/8-by-1-1/2-inch (16-by-38-mm) steel channel stops. Plug-weld built-up members and continuously weld exposed joints.

I. Fabricate window security bars to designs indicated from steel bars and shapes of sizes and profiles indicated. Form steel bars by bending, forging, coping, mitering, and welding with full-length, full-penetration welds. Provide wall brackets, fittings, and anchors to secure units.

J. Fabricate ladders for locations shown, complying with ANSI A14.3, welded-steel or aluminum construction as note on drawings.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ACL Industries, Inc.
b. Alco-Lite Industrial Products.
c. Halliday Products.
d. O'Keeffe's Inc.
e. Precision Ladders, LLC.
f. Royalite Manufacturing, Inc.
g. Thompson Fabricating, LLC.

2. For elevator pit ladders, comply with ASME A17.1/CSA B44.

K. Alternating Tread Devices: Fabricate alternating tread devices to comply with the IBC. Fabricate of open-type construction with channel or plate stringers and pipe and tube railings unless otherwise indicated. Fabricate from steel and assemble by welding or with stainless-steel fasteners. Provide brackets and fittings for installation.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Lapeyre Stair Inc.
b. Schmidt Structural Products, Inc.

L. Fabricate pipe bollards from Schedule 40 steel pipe. Cap bollards with 1/4-inch- (6.4-mm-) minimum steel plate.

M. Fabricate pipe guards from 3/8-inch- (9.5-mm-) thick by 12-inch- (300-mm-) wide steel plate, bent to fit flat against the wall or column at ends and to fit around pipe with 2-inch (50-mm) clearance between pipe and pipe guard. Drill each end for two 3/4-inch (19-mm) anchor bolts.

N. Fabricate gratings according to NAAMM MBG 531. Provide welded or pressure-locked gratings as follows:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Alabama Metal Industries Company; a Gibraltar Industries company.
    b. All American Grating.
    c. BarnettBates Corporation.
    d. Borden Metal Products (Canada) Limited.
    e. Fisher & Ludlow; a NUCOR Company.
    f. Grating Pacific, Inc.
    g. Grupo Metelmex, S.A. de C.V.
    h. Harsco Industrial IKG, a division of Harsco Corporation.
    i. MLP Steel Company; Laurel Steel Products Division.
    j. Ohio Gratings, Inc.
    k. Seidelhuber Metal Products; Brodhead Steel.

2. Bearing Bar Spacing, Bearing Bar Depth, Bearing Bar Thickness, and Crossbar Spacing as noted on drawings

3. Finish: Hot-dip galvanized.

O. Fabricate nosings from cast iron with an integral abrasive finish.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. American Safety Tread Co., Inc.
    b. Balco, Inc.
    c. Barry Pattern & Foundry Co., Inc.
    d. Granite State Casting Co.
    e. Safe-T-Metal Company, Inc.
    f. Wooster Products Inc.

2. Apply bituminous paint to concealed surfaces of units set into concrete.

P. Fabricate column covers from 0.125-inch (3.2-mm) aluminum, rolled to radii indicated. Taper edges of adjoining pieces of column covers, for taping and spackling.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Fry Reglet Corporation.
    b. MM Systems Corporation.
    c. Pittcon Industries.

Q. Fabricate column covers to shapes indicated from metal of type and minimum thickness indicated below. Return vertical edges and bend to form hook that will engage continuous mounting clips.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. ATAS International, Inc.
    b. Ceilings Plus.
    c. Construction Services, Inc.
    d. Firestone Metal Products, LLC.
    e. Fry Reglet Corporation.
    f. Hi-Tech Metals, Inc.
    g. Industrial Louvers Inc.
    h. Kanalco Ltd.
    i. Leed Himmel Industries, Inc.
    j. Metal Sales & Service, Inc.
    k. MM Systems Corporation.
    l. Pittcon Industries.
    m. Protean Construction Products, Inc.
    n. Southwest Metalsmiths.

2. Aluminum Sheet: 0.063 inch (1.60 mm) with baked-enamel or powder-coat finish.

3. Stainless-Steel Sheet: 0.050 inch (1.27 mm) with finish as noted on drawings
4. Form returns at vertical joints to provide hairline V-joints.
5. Form returns at vertical joints to provide 1/2-inch- (12-mm-) wide reveal at joints. Provide snap-in metal filler strips at reveals that leave reveals flush.

R. Fabricate lighting coves from metal of type and thickness indicated below. Coordinate size of coves, location of cutouts for electrical wiring, and method of attachment to adjoining construction.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Fry Reglet Corporation.
    b. Gordon, Inc.
    c. Hi-Tech Metals, Inc.
    d. MM Systems Corporation.
    e. Pittcon Industries.

2. Aluminum Sheet: 0.063 inch (1.60 mm) with baked-enamel or powder-coat finish.

3. Steel Sheet: 0.048 inch (1.21 mm) with powder-coat finish.

S. Hot-dip galvanize steel fabrications at exterior locations.

T. Prepare uncoated ferrous metal surfaces to comply with SSPC-SP 3 and paint with a fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Provide anchorage devices and fasteners where needed to secure items to in-place construction.

B. Perform cutting, drilling, and fitting required for installing miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation, with edges and surfaces level, plumb, true, and free of rack.

C. Fit exposed connections accurately together to form hairline joints or, where indicated, with uniform reveals and spaces for sealants and joint fillers.

D. Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.

E. Fasten security bar frames to concrete and masonry walls with cast-in-place or postinstalled anchors. Peen exposed threads of anchors to prevent removal of security bars.

F. Install pipe guards at exposed vertical pipes, where not protected by curbs or other barriers. Install by bolting to wall or column with drilled-in expansion anchors.

G. Anchor bollards in concrete, and fill solidly with concrete, mounding top surface.

END OF SECTION 055000

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: ICC-ES evaluation reports for treated wood.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.

B. Preservative-Treated Materials: AWPA U1; Use Category UC2, for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Use treatment containing no arsenic or chromium, bo not use inorganic boron (SBX) for sill plates.
2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

C. Provide preservative-treated materials for all miscellaneous rough carpentry unless otherwise indicated.

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing members that are less than 18 inches (460 mm) above the ground.
4. Wood floor plates that are installed over concrete slabs-on-grade.

D. Fire-Retardant-Treated Materials: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.

1. Use Exterior type for exterior locations and where indicated.
2. Use Interior Type A unless otherwise indicated.
3. For enclosed roof framing, framing in attic spaces, and where high-temperature fire-retardant treatment is indicated, provide material with design adjustment factors of not less than 0.85 for modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.
4. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.

5. Identify with appropriate classification marking of a testing and inspecting agency acceptable to authorities having jurisdiction.

E. Provide fire-retardant treated materials for all miscellaneous rough carpentry.

2.2 LUMBER

A. Interior Partition Framing: Construction, Stud, or No. 3 with 15 percent maximum moisture content.

B. Miscellaneous Dimension Lumber: Construction, or No. 2 grade with 15 percent maximum moisture content of any species. Provide for nailers, blocking, and similar members.

C. Concealed Boards: No. 3 Common: WWPA with 15 percent maximum moisture content.

2.3 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, Exterior, AC, fire-retardant treated, not less than [1/2-inch (13-mm)] [3/4-inch (19-mm)] nominal thickness.

2.4 FASTENERS

A. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners [with hot-dip zinc coating complying with ASTM A 153/A 153M.

1. Power-Driven Fasteners: CABO NER-272.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set miscellaneous rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Securely attach miscellaneous rough carpentry to substrates, complying with the following:

1. CABO NER-272 for power-driven fasteners.

END OF SECTION 061053

SECTION 072500 - WEATHER BARRIERS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: ICC-ES evaluation reports for water-resistive barrier.

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIERS

A. Building Paper: ASTM D 226, Type 1 (No. 15 asphalt-saturated organic felt), unperforated.

B. Building Paper: Kraft building paper with not less than 50 lbf/in. (8700 N/m) tensile strength, 1-hour water resistance, and 75 g/sq. m x 24 h water-vapor transmission.

C. Building Wrap: ASTM E 1677, Type I air barrier; with water-vapor permeance not less than 25 perms (1436 ng/Pa x s x sq. m) > per ASTM E 96/E 96M, Desiccant Method (Procedure A); flame-spread and smoke-developed indexes not greater than 25 and 450, respectively, when tested according to ASTM E 84; UV stabilized; and acceptable to authorities having jurisdiction.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Dow Chemical Company (The).
b. DuPont Building Innovations: E. I. du Pont de Nemours and Company.
c. Kingspan Insulation.
d. Ludlow Coated Products.
e. Raven Industries, Inc.
f. Reemay, Inc.

2.2 ACCESSORIES

A. Flexible Flashing: Adhesive butyl rubber compound, bonded to plastic film or spunbonded polyolefin, with an overall thickness of 0.030 inch (0.8 mm).

1. Butyl Rubber:

a. Manufacturers: Subject to compliance with requirements, provide products by the following:

1) DuPont Building Innovations: E. I. du Pont de Nemours and Company.
2) Grace Construction Products; W.R. Grace & Co. -- Conn.
3) Protecto Wrap Company.

4) Raven Industries, Inc.

2. Rubberized Asphalt:

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Advanced Building Products Inc.
2) Carlisle Coatings & Waterproofing Inc.
3) Fiberweb, Clark Hammerbeam Corp.
4) Fortifiber Building Systems Group.
5) Grace Construction Products; W.R. Grace & Co. -- Conn.
6) MFM Building Products Corp.
7) Polyguard Products, Inc.
8) Sandell Manufacturing Co., Inc.

B. Building Wrap Tape: Pressure-sensitive plastic tape recommended by building-wrap manufacturer for sealing joints and penetrations in building wrap.

2.3 DRAINAGE MATERIAL

A. Drainage Material: Product shall maintain a continuous open space between water-resistive barrier and exterior cladding to create a drainage plane.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. CavClear/Archovations, Inc.
b. DuPont Building Innovations: E. I. du Pont de Nemours and Company.
c. Keene Building Products.
d. Stuc-O-Flex International, Inc.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Building Paper Installation:

1. Apply building paper immediately after sheathing is installed.
2. Apply horizontally with a 2-inch (50-mm) overlap and a 6-inch (150-mm) end lap.
3. Seal seams, edges, fasteners, and penetrations with tape.
4. Extend into jambs of openings and seal corners with tape.

B. Building Wrap Installation:

1. Apply building wrap immediately after sheathing is installed.
2. Seal seams, edges, fasteners, and penetrations with building wrap tape.
3. Extend into jambs of openings and seal corners with building wrap tape.

C. Flexible Flashing Installation:

1. Prime substrates as recommended by flashing manufacturer.
2. Lap seams and junctures with other materials at least 3 inches (75 mm), except that at flashing flanges of other construction, laps need not exceed flange width.
3. Lap flashing over water-resistive barrier at bottom and sides of openings.
4. Lap water-resistive barrier over flashing at heads of openings.
5. After flashing has been applied, roll surfaces with a hard rubber or metal roller.

D. Install drainage material over building wrap and flashing to comply with manufacturer's written instructions.

END OF SECTION 072500

++THIS PAGE INTENTIONALLY LEFT BLANK++

SECTION 07 42 13 - METAL WALL PANELS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Exposed fastener metal wall panels, with related metal trim and accessories.

1.2 RELATED REQUIREMENTS

A. Division 05 Section "Cold-Formed Metal Framing" for cold-formed metal framing supporting metal panels.

B. .Division 07 Section "Joint Sealants" for field-applied Joint Sealants.

1.3 REFERENCES

A. American Architectural Manufacturer's Association (AAMA): www.aamanet.org:

1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
2. AAMA 809.2 - Voluntary Specification Non-Drying Sealants.

B. ASTM International (ASTM): www.astm.org:

1. ASTM A 755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
2. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
3. ASTM C 920 - Specification for Elastomeric Joint Sealants.
4. ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
5. ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
6. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.

C. International Accreditation Service (IAS):

1. IAS AC 472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems, Part B.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Architect, manufacturer's technical representative, inspection agency and related trade contractors.

1. Coordinate building framing in relation to metal panel system.
2. Coordinate openings and penetrations of metal panel system.

1.5 QUALITY ASSURANCE

A. Manufacturer/Source: Provide metal panel assembly and accessories from a single manufacturer providing fixed-base roll forming, and accredited under IAS AC 472 Part B.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section with minimum five years experience in manufacture of similar products in successful use in similar applications.

1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:

   a. Product data, including certified independent test data indicating compliance with requirements.
   b. Samples of each component.
   c. Sample submittal from similar project.
   d. Project references: Minimum of five installations not less than five years old, with Owner and Architect contact information.
   e. Sample warranty.
   f. IAS AC 472 certificate.

2. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
3. Approved manufacturers must meet separate requirements of Submittals Article.

C. Buy American Compliance: Materials provided under work of this Section shall comply with the following requirements:

1. Buy American Act of 1933 BAA-41 U.S.C §§ 10a – 10d.
2. Buy American provisions of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA).

1.6 ACTION SUBMITTALS

A. Product Data: Manufacturer’s data sheets for specified products.

B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, and special details. Make distinctions between factory and field assembled work.

1. Indicate points of supporting structure that must coordinate with metal panel system installation.
2. Include data indicating compliance with performance requirements.
3. Include structural data indicating compliance with requirements of authorities having jurisdiction.

C. Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.

D. Samples for Verification: Provide 12-inch- (305 mm-) long section of each metal panel profile. Provide color chip verifying color selection.

1.7 INFORMATIONAL SUBMITTALS

A. Product Test Reports: Indicating compliance of products with requirements, witnessed by a professional engineer.

B. Qualification Information: For Installer firm and Installer's field supervisor.

C. IAS Accreditation Certificate: Indicating that manufacturer is accredited under provisions of IAS AC 472.

D. Buy American Certification: Manufacturers' letters of compliance acceptable to authorities having jurisdiction, indicating that products comply with requirements.

E. Manufacturer's Warranty: Sample copy of manufacturer's standard warranty.

1.8 CLOSEOUT SUBMITTALS

A. Maintenance data.

B. Manufacturer's Warranty: Executed copy of manufacturer's standard warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Protect products of metal panel system during shipping, handling, storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.

1. Deliver, unload, store, and erect metal panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
2. Store in accordance with Manufacturer's written instructions. Provide wood collars for stacking and handling in the field.

1.10 WARRANTY

A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within one year from date of Substantial Completion.

B. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within [25] years from date of Substantial Completion, including:

1. Modified Silicone-Polyester Two-Coat System:

a. Color fading in excess of 5 Hunter units per ASTM D 2244, for vertical applications.
b. Color fading in excess of 7 Hunter units per ASTM D 2244, for non-vertical applications.
c. Chalking in excess of No. 8 rating per ASTM D 4214, for vertical applications.
d. Chalking in excess of No. 6 rating per ASTM D 4214, for non-vertical applications.

e. Failure of adhesion, peeling, checking, or cracking.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.;

1. Provide basis of design product, or comparable product approved by Architect prior to bid.

2.2 PERFORMANCE REQUIREMENTS

A. General: Provide metal wall panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.

B. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

C. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated:

1. Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.
2. Seismic Performance: Comply with ASCE 7, Section 9, "Earthquake Loads."

D. Air Infiltration: ASTM E 1680: Maximum 0.006 cfm/sq. ft. (0.030 L/s per sq. m) at 6.24 lbf/sq. ft. (300 Pa) static-air-pressure difference.

E. Water Penetration: ASTM E 1646: No uncontrolled water penetration at a static pressure of 20 lbf/sq. ft. (958 Pa).

2.3 METAL PANEL MATERIALS

A. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ50 prepainted by the coil-coating process per ASTM A 755/A 755M.

2.4 METAL WALL PANELS

A. Tapered-Rib-Profile, Exposed Fastener Metal Panels: Structural metal panel consisting of formed metal sheet with trapezoidal ribs, installed by lapping edges of adjacent panels.
1. Basis of Design: MBCI, PBU Panel, www.mbci.com/pbu.html.
2. Coverage Width: 36 inches (914 mm).
3. Continuous Rib Spacing: 6 inches (152 mm) on center.
4. Rib Height: 3/4 inch (19.0 mm).
5. Nominal Coated Thickness: 24 gage
6. Panel Surface: Smooth

7. Exterior Finish: Modified silicone-polyester two-coat system.
8. Color: As selected by Architect from manufacturer's standard colors.

2.5 METAL PANEL ACCESSORIES

A. General: Provide complete metal panel assembly incorporating base, corner, and opening trims and miscellaneous flashings, in manufacturer's standard profiles. Provide required fasteners, closure strips, support plates, and sealants as indicated in manufacturer's written instructions.

B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.

C. Panel Fasteners: Self-tapping screws and other acceptable fasteners recommended by metal panel manufacturer.

1. Exposed Fasteners: Long life fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.

D. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:

1. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.

E. Steel Sheet Miscellaneous Framing Components: ASTM C 645, with ASTM A 653/A 653M, G60 (Z180) hot-dip galvanized zinc coating.

2.6 FABRICATION

A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.

B. Panel Lengths: Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.

C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate and finish.

2.7 FINISHES

A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

B. Modified Silicone-Polyester Two-Coat System: 0.20 – 0.25 mil primer with 0.7 – 0.8 mil color coat

1. Basis of Design: MBCI, Signature 200.

C. Interior Finish: 0.5 mil total dry film thickness consisting of primer coat and wash coat of manufacturer's standard light-colored acrylic or polyester backer finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.

1. Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:

   a. 1/4 inch (6 mm) in 20 foot (6.1 m) in any direction.

B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with metal panel system installation.

3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, girts, furring, and other miscellaneous panel support members according to ASTM C 754 and manufacturer's written instructions.

B. Flashings: Install flashings to cover exposed underlayment per Section 07 62 00 "Sheet Metal Flashing and Trim."

3.3 METAL PANEL INSTALLATION

A. Exposed Fastener Metal Wall Panels: Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.

B. Panel Sealants: Install manufacturer's recommended tape sealant at panel sidelaps and endlaps.

C. Panel Fastening: Attach panels to supports using screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.

1. Fasten metal panels to supports at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
2. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
3. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

3.4 ACCESSORY INSTALLATION

A. General: Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
3. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.

B. Joint Sealers: Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.

1. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

3.5 CLEANING AND PROTECTION

A. Remove temporary protective films immediately in accordance with metal panel manufacturer's instructions. Clean finished surfaces as recommended by metal panel manufacturer.

B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION

++THIS PAGE INTENTIONALLY LEFT BLANK++

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data, Shop Drawings, color Samples.

B. Coordinate installation of sheet metal flashing and trim with adjoining roofing and wall materials, joints, and seams to provide a leakproof, secure, and noncorrosive installation.

C. Fabricator Qualifications: For copings and low-slope roof edge flashings that are FM Approvals approved, shop shall be listed as able to fabricate required details as tested and approved.

D. Warranty on Finishes: Manufacturer agrees to repair or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within 10 years.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Standard: Comply with NRCA's "The NRCA Roofing Manual", SMACNA's "Architectural Sheet Metal Manual" otherwise indicated. Conform to dimensions and profiles shown unless more stringent requirements are indicated.

B. FM Approvals' Listing: Manufacture and install, copings, roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-90. Identify materials with name of fabricator and design approved by FM Approvals.

C. SPRI Wind Design Standard: Manufacture and install copings, low-slope roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure:

1. Design Pressure: As indicated on Drawings.

2.2 SHEET METAL

A. Copper: ASTM B 370; Temper H00 or H01, cold rolled, not less than 16 oz./sq. ft. (0.55 mm thick).

1. Prepatinated Finish: Verdigris, prepatinated according to ASTM B 882.

B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, not less than 0.032 inch (0.8 mm) thick; with mill finish.

1. Concealed Finish: Manufacturer's standard white or light-colored acrylic or polyester backer finish.

C. Zinc-Tin Alloy-Coated Stainless Steel: ASTM A 240/A 240M, Type 304, fully annealed stainless-steel sheet, not less than 0.015 inch (0.38 mm) thick, with 0.787-mil (0.020-mm) thickness zinc-tin alloy coating applied to each side; with factory-applied gray preweathering.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Revere Copper Products, Inc.

D. Metallic-Coated Steel Sheet: Galvanized steel sheet, ASTM A 653/A 653M, G90 (Z275), or aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40 (Class AZM150 coating designation, Grade 275); [0.028-inch (0.71-mm).

1. Finish: Manufacturer's standard epoxy primer and silicone-modified, polyester-enamel topcoat.
2. Concealed Finish: Manufacturer's standard white or light-colored acrylic or polyester backer finish.

2.3 ACCESSORIES

A. Felt Underlayment: ASTM D 226, Type II (No. 30), asphalt-saturated organic felts.

B. Self-Adhering, High-Temperature Sheet Underlayment: Butyl or SBS-modified asphalt; slip-resisting-polyethylene surfaced; with release paper backing; cold applied. Stable after testing at 240 deg F (116 deg C) and passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.

C. Slip Sheet: Rosin-sized building paper, 3-lb/100 sq. ft. (0.16-kg/sq. m) minimum.

D. Fasteners: Wood screws, annular-threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners.

1. Exposed Fasteners: Heads matching color of sheet metal roofing using plastic caps or factory-applied coating.
2. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
3. Fasteners for Copper: Copper, hardware bronze, or Series 300 stainless steel.
4. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
5. Fasteners for Zinc-Tin Alloy-Coated Stainless-Steel Sheet: Series 300 stainless steel.
6. Fasteners for Metallic-Coated Steel Sheet: Hot-dip galvanized steel or Series 300 stainless steel.

E. Solder for Copper: ASTM B 32, Grade Sn50.

F. Solder for Zinc-Tin Alloy-Coated Stainless Steel: ASTM B 32, 100 percent tin.

G. Butyl Sealant: ASTM C 1311, solvent-release butyl rubber sealant.

H. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.4 FABRICATION

A. Fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to the design, dimensions, geometry, metal thickness, and other characteristics of item indicated.

B. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.

C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that are capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with cited sheet metal standards. Allow for thermal expansion; set true to line and level. Install Work with laps, joints, and seams permanently watertight and weatherproof; conceal fasteners where possible.

B. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.

C. Seams: Fabricate nonmoving seams with flat-lock seams. For aluminum, form seams and seal with epoxy seam sealer. Rivet joints for additional strength.

D. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to a width of 1-1/2 inches (38 mm); however, reduce pretinning where pretinned surface would show in completed Work.

1. Do not solder metallic-coated steel and aluminum sheet.
2. Do not pretin zinc-tin alloy-coated stainless steel.
3. Do not use torches for soldering.
4. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

E. Metal Protection: Where dissimilar metals contact each other, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating.

1. Coat concealed side of aluminum with bituminous coating where it contacts wood, ferrous metal, or cementitious construction.

END OF SECTION 076200

++THIS PAGE INTENTIONALLY LEFT BLANK++

SECTION 077100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data, Shop Drawings, and color Samples.

B. Warranties: Provide manufacturer's standard written warranty, without monetary limitation, signed by manufacturer agreeing to promptly repair or replace roof specialties that show evidence of deterioration of factory-applied finishes for the period of 20 years.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. SPRI Wind Design Standard: Manufacture and install copings, roof-edge specialties tested according to SPRI ES-1 and capable of resisting design pressures indicated on Drawings.

2.2 ROOF SPECIALTIES

A. Copings: Manufactured coping system consisting of formed-metal coping cap, concealed anchorage, corner units, end cap units, and concealed splice plates.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Architectural Products Company.
   b. ATAS International, Inc.
   c. Castle Metal Products.
   d. Cheney Flashing Company.
   e. Hickman Company, W. P.
   f. Merchant & Evans Inc.
   g. Metal-Era, Inc.
   h. Metal-Fab Manufacturing, LLC.
   i. Perimeter Systems; a division of SAF.
   j. Petersen Aluminum Corporation.

2. Prepainted, Zinc-Coated Steel: 0.034 inch (0.86 mm) thick.

B. Canted Roof-Edge Fascia and Gravel Stop: Manufactured, two-piece, roof-edge fascia consisting of compression-clamped metal fascia cover and a continuous-formed, galvanized-steel sheet cant, 0.028 inch (0.71 mm) thick, minimum, with extended vertical leg terminating in a drip-edge cleat.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Architectural Products Company.
    b. ATAS International, Inc.
    c. Castle Metal Products.
    d. Cheney Flashing Company.
    e. Hickman Company, W. P.
    f. Merchant & Evans Inc.
    g. Metal-Era, Inc.
    h. Metal-Fab Manufacturing, LLC.
    i. Petersen Aluminum Corporation.

2. Prepainted, Zinc-Coated Steel: 0.034 inch (0.86 mm) thick.

C. One-Piece Gravel Stops: Manufactured, one-piece, metal gravel stop with a horizontal flange and vertical leg, drain-through fascia, and concealed splice plates of same material, finish, and shape as gravel stop.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Architectural Products Company.
    b. Castle Metal Products.
    c. Cheney Flashing Company.
    d. Hickman Company, W. P.
    e. Metal-Era, Inc.
    f. Metal-Fab Manufacturing, LLC.
    g. Perimeter Systems; a division of SAF.
    h. Petersen Aluminum Corporation.

2. Prepainted, Zinc-Coated Steel: 0.034 inch (0.86 mm) thick.

D. Gutters and Downspouts:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Architectural Products Company.
    b. ATAS International, Inc.
    c. Berger Building Products, Inc.
    d. Castle Metal Products.
    e. Cheney Flashing Company.
    f. CopperCraft by FABRAL.
    g. Hickman Company, W. P.
    h. Merchant & Evans Inc.
    i. Metal-Era, Inc.
    j. Metal-Fab Manufacturing, LLC.
    k. Perimeter Systems; a division of SAF.

2. Gutters: Manufactured in uniform section lengths, with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least 1 inch (25 mm) above front edge. Furnish expansion joints and expansion-joint covers.

   a. Gutter Style: Rectangular
   b. Aluminum: [0.063 inch (1.60 mm) thick.
   c. Gutter Supports: Gutter brackets, Straps Spikes and ferrules. Manufacturer's standard supports, with finish matching the gutters.

3. Downspouts: Plain rectangular with mitered elbows. Furnish wall brackets of same material and finish as downspouts, with anchors.

   a. Extruded Aluminum: 0.125 inch (3.18 mm) thick.

E. Reglets: Manufactured units formed to provide secure interlocking of separate reglet and counterflashing pieces. Provide reglets with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
   1. Zinc-Coated Steel: Nominal 0.028-inch (0.71-mm) thickness.

F. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by 4 inches (100 mm) designed to snap into reglets or through-wall-flashing receiver and compress against base flashings with joints lapped.
   1. Zinc-Coated Steel: Nominal 0.028-inch (0.71-mm) thickness.

2.3 MATERIALS

A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required.

B. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper as recommended by manufacturer for use and finish indicated.

C. Aluminum Finish: Two-coat fluoropolymer system with color coat containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight. Color to match wall color.

D. Prepainted, Zinc-Coated Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation. Prepare, pretreat, and apply coating to comply with ASTM A 755/A 755M.

   1. Finish: Manufacturer's standard two-coat fluoropolymer system with color coat containing not less than 70 percent PVDF resin by weight; complying with AAMA 621.

E. Felt Underlayment: ASTM D 226/D 226M, Type II (No. 30) asphalt-saturated organic felts.

F. Self-Adhering Sheet Underlayment, High Temperature: Butyl or SBS-modified asphalt; slip-resisting-polyethylene surfaced; with release paper backing; cold applied. Stable after testing at 240 deg F (116 deg C) and passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.

   1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:

a. Carlisle Coatings & Waterproofing Inc.
b. Carlisle Residential; a division of Carlisle Construction Materials.
c. Grace Construction Products; W.R. Grace & Co. -- Conn.
d. Henry Company.
e. Kirsch Building Products, LLC.
f. Metal-Fab Manufacturing, LLC.
g. Owens Corning.

G. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements.

1. Exposed Penetrating Fasteners: Gasketed screws with heads matching color of metal.
2. Fasteners for Copper Sheet: Copper, hardware bronze, or Series 300 stainless steel.
3. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
4. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
5. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel.

H. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant.

I. Butyl Sealant: ASTM C 1311, solvent-release butyl rubber sealant.

J. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement.

B. Coat back side of aluminum roof specialties with bituminous coating where they will contact wood, ferrous metal, or cementitious construction.

C. Separate dissimilar metals with a bituminous coating or polymer-modified, bituminous sheet underlayment.

D. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.

E. Space movement joints at a maximum of 12 feet (3.6 m) with no joints within 18 inches (450 mm) of corners or intersections unless indicated.

F. Fastener Sizes: Use fasteners of sizes that will penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except where pretinned surface would show in finished Work.

H. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than 24 inches (610 mm) apart. Attach ends with rivets and seal with sealant to make watertight. Slope to downspouts.

I. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c.

J. Reglets: Install reglets to receive flashings where flashing without embedded reglets is indicated on Drawings. Install at height so that inserted counterflashings overlap 4 inches (100 mm) over top edge of base flashings.

END OF SECTION 077100

++THIS PAGE INTENTIONALLY LEFT BLANK++

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data and color Samples.

B. Environmental Limitations: Do not proceed with installation of joint sealants when ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (4.4 deg C).

PART 2 - PRODUCTS

2.1 JOINT SEALANTS

A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.

B. Sealant for Use in Building Expansion Joints:

1. Single-component, neutral-curing silicone sealant, ASTM C 920, Type S; Grade NS; Class 50; for Use NT.

   a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

      1) Dow Corning Corporation.
      2) GE Construction Sealants; Momentive Performance Materials Inc.
      3) May National Associates, Inc.; a subsidiary of Sika Corporation.
      4) Pecora Corporation.
      5) Sika Corporation; Joint Sealants.

2. Single-component, neutral-curing silicone sealant, ASTM C 920, Type S; Grade NS; Class 100/50; for Use NT.

   a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

      1) GE Construction Sealants; Momentive Performance Materials Inc.
      2) Sika Corporation; Joint Sealants.

C. Sealant for General Exterior Use Where Another Type Is Not Specified:

1. Single-component, neutral-curing silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; for Use NT.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Dow Corning Corporation.
2) GE Construction Sealants; Momentive Performance Materials Inc.
3) Polymeric Systems, Inc.
4) Schnee-Morehead, Inc., an ITW company.
5) Sherwin-Williams Company (The).

2. Single-component, nonsag urethane sealant, ASTM C 920, Type S; Grade NS; Class 25; and for Use NT.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) BASF Corporation; Construction Systems.
2) Bostik, Inc.
3) ER Systems; an ITW Company.
4) Pecora Corporation.
5) Polymeric Systems, Inc.
6) Schnee-Morehead, Inc., an ITW company.
7) Sherwin-Williams Company (The).
8) Sika Corporation; Joint Sealants.
9) Tremco Incorporated.

3. Single-component, nonsag polysulfide sealant, ASTM C 920, Type S; Grade NS; Class 25; for Use NT.

a. Manufacturers: Subject to compliance with requirements, provide products by the following:

1) W. R. Meadows, Inc.

D. Sealant for Exterior Traffic-Bearing Joints, Where Slope Precludes Use of Pourable Sealant:

1. Single-component, nonsag urethane sealant, ASTM C 920, Type S; Grade NS; Class 25; for Use T.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) BASF Corporation; Construction Systems.
2) LymTal International Inc.

E. Sealant for Exterior Traffic-Bearing Joints, Where Slope Allows Use of Pourable Sealant:

1. Single-component, pourable urethane sealant, ASTM C 920, Type S; Grade P; Class 25; for Use T.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) BASF Corporation; Construction Systems.
2) Pecora Corporation.
3) Polymeric Systems, Inc.
4) Schnee-Morehead, Inc., an ITW company.
5) Sherwin-Williams Company (The).

F. Sealant for Use in Interior Joints in Ceramic Tile and Other Hard Surfaces in Kitchens and Toilet Rooms and around Plumbing Fixtures:

1. Single-component, mildew-resistant silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; for Use NT; formulated with fungicide.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Dow Corning Corporation.
2) GE Construction Sealants; Momentive Performance Materials Inc.
3) May National Associates, Inc.; a subsidiary of Sika Corporation.
4) Soudal USA.
5) Tremco Incorporated.

G. Sealant for Interior Use at Perimeters of Door and Window Frames:

1. Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) BASF Corporation; Construction Systems.
2) Franklin International.
3) May National Associates, Inc.; a subsidiary of Sika Corporation.
4) Pecora Corporation.
5) Sherwin-Williams Company (The).
6) Tremco Incorporated.

H. Acoustical Sealant:

1. Nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 that effectively reduces airborne sound transmission as demonstrated by testing according to ASTM E 90.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Accumetric LLC.
2) Franklin International.
3) GE Construction Sealants; Momentive Performance Materials Inc.
4) Grabber Construction Products.
5) Hilti, Inc.
6) OSI Sealants; Henkel Corporation.
7) Pecora Corporation.

8) Serious Energy Inc.
9) Tremco Incorporated.
10) United States Gypsum Company.

2.2 MISCELLANEOUS MATERIALS

A. Provide sealant backings of materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

D. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with ASTM C 1193.

B. Install sealant backings to support sealants during application and to produce cross-sectional shapes and depths of installed sealants that allow optimum sealant movement capability.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal perimeters, control joints, openings, and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions. Comply with ASTM C 919.

END OF SECTION 079200

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data, Shop Drawings, and color Samples.

1. For entrance doors, include hardware schedule.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Design, engineer, fabricate, and install aluminum-framed storefronts to withstand structural loads indicated.

1. Limit deflection of framing members normal to wall plane to 1/175 of clear span or an amount that restricts edge deflection of individual glazing lites to 3/4 inch (19 mm), whichever is less.
2. Limit deflection of framing members parallel to glazing plane to L/360 of clear span or 1/8 inch (3.2 mm), whichever is smaller.

B. Structural Testing: Systems tested according to ASTM E 330 at 150 percent of inward and outward wind-load design pressures do not evidence material failures, structural distress, deflection failures, or permanent deformation of main framing members exceeding 0.2 percent of clear span.

C. Windborne-Debris Resistance: Framing system and doors pass basic protection testing requirements in ASTM E 1996 for applicable Wind Zone when tested according to ASTM E 1886.

D. Air Infiltration: Limited to 0.06 cfm/sq. ft. (0.03 L/s per sq. m) of fixed framing and glass area when tested according to ASTM E 283 at a static-air-pressure difference of 1.57 lbf/sq. ft. (75 Pa).

E. Water Penetration: Systems do not evidence water leakage when tested according to ASTM E 331 at minimum differential pressure of 20 percent of positive wind-load design pressure but not less than 6.24 lbf/sq. ft. (300 Pa).

F. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor as determined according to NFRC 100.

2.2 ALUMINUM-FRAMED STOREFRONTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Arcadia, Inc.
2. CMI Architectural.
3. Commercial Architectural Products, Inc.
4. EFCO Corporation.
5. Kawneer North America; an Alcoa company.
6. Leed Himmel Industries, Inc.
7. Oldcastle BuildingEnvelope™.
8. Pittco Architectural Metals, Inc.
9. TRACO.
10. Trulite Glass & Aluminum Solutions, LLC.
11. Tubelite Inc.
12. U.S. Aluminum.
13. YKK AP America Inc.

B. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated; ASTM B 209 (ASTM B 209M) sheet; ASTM B 221 (ASTM B 221M) extrusions.

C. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.

1. Construction: [Thermally broken] [Thermally improved] [Nonthermal] <Insert description>.

D. Doors: 1-3/4-inch- (44.5-mm-) thick glazed doors with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods. Provide snap-on, extruded-aluminum glazing stops and preformed gaskets.

1. Door Design: Medium stile; 3-1/2-inch (88.9-mm) nominal width
2. Accessible Doors: Smooth surfaced for width of door in area within 10 inches (255 mm) above floor or ground plane.
3. Interior Doors: Provide BHMA A156.16 silencers, three on strike jamb of single-door frames and two on head of double-door frames.
4. Exterior Doors: Provide compression weather stripping at fixed stops. At other locations, provide sliding weather stripping retained in adjustable strip mortised into door edge.
5. Hardware: As specified in Section 087100 "Door Hardware.

E. Glazing: Comply with Section 088000 "Glazing."

F. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.

G. Fasteners and Accessories: Compatible with adjacent materials, corrosion resistant, nonstaining, and nonbleeding. Use concealed fasteners except for application of door hardware.

H. Fabrication: Fabricate framing in profiles indicated for flush glazing (without projecting stops). Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete system. Factory-assemble components to greatest extent possible. Disassemble components only as necessary for shipment and installation.

1. Door Framing: Reinforce to support imposed loads. Factory-assemble door and frame units and factory-install hardware to greatest extent possible. Reinforce door and frame units for hardware indicated. Cut, drill, and tap for factory-installed hardware before finishing components.

I. Aluminum Finish: Class I, clear anodic finish; complying with AAMA 611.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Isolate metal surfaces in contact with incompatible materials, including wood, by painting contact surfaces with bituminous coating or primer or by applying sealant or tape recommended by manufacturer.

B. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.

C. Set continuous sill members and flashing in full sealant bed as specified in Section 079200 "Joint Sealants" to produce weathertight installation.

D. Install framing components true in alignment with established lines and grades to the following tolerances:

1. Variation from Plane: Limit to 1/8 inch in 12 feet (3 mm in 3.7 m); 1/4 inch (6 mm) over total length.
2. Alignment: For surfaces abutting in line, limit offset to 1/16 inch (1.5 mm). For surfaces meeting at corners, limit offset to 1/32 inch (0.8 mm).
3. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch (3 mm).

E. Install doors without warp or rack. Adjust doors and hardware to provide tight fit at contact points and smooth operation.

END OF SECTION 084113

++THIS PAGE INTENTIONALLY LEFT BLANK++

SECTION 085113 - ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data, Shop Drawings, and color Samples.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. All Seasons Window & Door Mfg.; All Seasons Commercial Division, Inc.
2. Boyd Aluminum Manufacturing.
3. Custom Window Company.
4. DeSCo Windows.
5. EFCO Corporation.
6. Fleetwood Windows & Doors.
7. Gerkin Windows and Doors.
8. Graham Architectural Products Corporation.
9. Kawneer North America; an Alcoa company.
10. Mannix.
11. Peerless Products Inc.
12. Quaker Windows Products Co.
13. Thermal Windows, Inc.
14. TRACO.

2.2 PERFORMANCE REQUIREMENTS

A. Product Standard: AAMA/WDMA/CSA 101/I.S.2/A440.

1. Window Certification: AMMA certified with label attached to each window.
2. Performance Class: LC.
3. Performance Grade: 50

B. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of [0.35 Btu/sq. ft. x h x deg F (2.0 W/sq. m x K).

C. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.35.

D. Windborne-Debris Resistance: Windows pass basic protection testing requirements in ASTM E 1996 for applicable Wind Zone when tested according to ASTM E 1886.

2.3 ALUMINUM WINDOWS

A. Window Types: As indicated on Drawings:
   1. Fixed.

B. Construction: Provide units with a concealed, thermal break.

C. Finish: Class I, clear anodic finish; complying with AAMA 611.

D. Trim: Provide indicated trim, matching material and finish of frame members.

E. Glaze units with tinted, sealed insulating glass, complying with Section 088000 "Glazing."

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set units level, plumb, and true to line, without warp or rack of frames and panels. Provide proper support and anchor securely in place.

B. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.

C. Set sill members in bed of sealant or with gaskets, as indicated, to provide weathertight construction.

D. Adjust operating panels, screens, and hardware to provide a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.

E. Clean glass and aluminum surfaces immediately after installing windows. Remove nonpermanent labels from glass surfaces.

END OF SECTION 085113

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Allowances: Door hardware is included in Hardware Allowance.

B. Submittals: Hardware schedule.

PART 2 - PRODUCTS

2.1 HARDWARE

A. Hinges:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Baldwin Hardware Corporation.
   b. Bommer Industries, Inc.
   c. Cal-Royal Products, Inc.
   d. Hager Companies.
   e. Ives; an Allegion brand.
   f. Lawrence Hardware Inc.
   g. McKinney Products Company; an ASSA ABLOY Group company.
   h. PBB, Inc.
   i. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2. Stainless-steel hinges with stainless-steel pins for exterior.
3. Nonremovable hinge pins for exterior and public interior exposure.
4. Ball-bearing hinges for doors with closers and entry doors.

B. Locksets and Latchsets:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Accurate Lock & Hardware Co.
   b. Adams Rite Manufacturing Co; an ASSA ABLOY Group company.
   c. Arrow USA; an ASSA ABLOY Group company.
   d. Best Access Systems; Stanley Security Solutions, Inc.
   e. Cal-Royal Products, Inc.
   f. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
   g. Falcon; an Allegion Brand.
   h. Hager Companies.
   i. Marks USA.

j. Medeco Security Locks; an ASSA ABLOY Group company.
k. PDQ Manufacturing.
l. SARGENT Manufacturing Company; ASSA ABLOY.
m. Schlage; an Allegion brand.
n. Weiser Lock Corp.

2. BHMA A156.2, Series 4000, Grade 1 for bored locks and latches.

3. BHMA A156.3, Grade 1 for exit devices.
4. Provide trim on exit devices matching locksets.

C. Key locks to Owner's existing master-key system.

1. Cylinders with five-pin tumblers.

D. Closers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Arrow USA; an ASSA ABLOY Group company.
b. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
c. DORMA Architectural Hardware; a division of DORMA Group North America.
d. Falcon; an Allegion Brand.
e. LCN; an Allegion brand.
f. Norton Door Controls; an ASSA ABLOY Group company.
g. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
h. SARGENT Manufacturing Company; ASSA ABLOY.
i. Yale Security Inc; an ASSA ABLOY Group company.

2. Mount closers on interior side (room side) of door opening. Provide regular-arm, parallel-arm, or top-jamb-mounted closers as necessary.
3. Adjustable delayed opening (accessible to people with disabilities) feature on closers.

E. Provide wall stops or floor stops for doors without closers.

F. Hardware Finishes:

1. Hinges: Matching finish of lockset/latchset.
2. Locksets, Latchsets, and Exit Devices: Satin chrome plated;
3. Closers: Aluminum enamel Other Hardware: Matching finish of lockset/latchset.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Mount hardware in locations required to comply with governing regulations and according to SDI A250.8 and DHI WDHS.3.

B. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet.

C. Deliver keys to Owner.

END OF SECTION 087100

++THIS PAGE INTENTIONALLY LEFT BLANK++

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data and Samples.

PART 2 - PRODUCTS

2.1 GLASS, GENERAL

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. GANA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."
2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR A7, "Sloped Glazing Guidelines."
3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

B. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

C. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction]. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

D. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.

E. Windborne-Debris-Impact Resistance: Exterior glazing shall comply with basic protection testing requirements in ASTM E 1996 for Applicable Wind Zone 1 when tested according to ASTM E 1886. Test specimens shall be no smaller in width and length than glazing indicated for use on Project and shall be installed in same manner as glazing indicated for use on Project.

1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.
2. Small-Missile Test: For glazing located more than 30 feet (9.1 m) above grade.

2.2 GLASS PRODUCTS

A. Annealed Float Glass: ASTM C 1036, Type I, Quality-Q3.

B. Fully Tempered Float Glass: ASTM C 1048, Kind FT; Type I; Quality-Q3.

C. Heat-Strengthened Float Glass: ASTM C 1048, Kind HS; Type I; Quality-Q3.

D. Reflective-Coated Glass: ASTM C 1376, coated by pyrolytic or vacuum deposition (sputter-coating process.

E. Patterned Glass: ASTM C 1036, Type II, Form 3; Quality-Q6.

F. Tempered Patterned Glass: ASTM C 1048, Kind FT, Type II, Form 3; Quality-Q6.

G. Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials.

H. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190.

2.3 GLAZING SEALANTS

A. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use NT.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   a. Dow Corning Corporation.
   b. GE Construction Sealants; Momentive Performance Materials Inc.
   c. May National Associates, Inc.; a subsidiary of Sika Corporation.
   d. Polymeric Systems, Inc.
   e. Sika Corporation.
   f. Tremco Incorporated.

B. Low-Emitting Materials: Sealants shall have a VOC content of not more than 250 g/L.

C. Low-Emitting Materials: Sealants shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with combined recommendations of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are contained in GANA's "Glazing Manual."

B. For fire-protection-rated glazing, use methods approved by testing agencies that listed and labeled products.

C. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

D. Remove nonpermanent labels, and clean surfaces immediately after installation.

3.2 INSULATING-GLASS TYPES

A. Glass Type: Tinted insulating glass.

1. Overall Unit Thickness: 1 inch (25 mm).
2. Thickness of Each Glass Lite: 6mm.
3. Outdoor Lite: Fully tempered float glass.
4. Tint Color: Architect to select from Mfgrs standard colors
5. Interspace Content: Air.
6. Indoor Lite: Fully tempered float glass.
7. Winter Nighttime U-Factor: .29.
8. Summer Daytime U-Factor: .28.
9. Solar Heat-Gain Coefficient: .25.
10. Shading coefficient: .28.
11. Transmittance: Visible 34, UV 13, Solar 18.
12. Reflectance: Visible % out 6,% in 10, Solar % out 16
13. Safety glazing required.

END OF SECTION 088000

++THIS PAGE INTENTIONALLY LEFT BLANK++

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

B. STC-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 90 and classified per ASTM E 413 by a qualified independent testing and inspecting agency.

2.2 METAL FRAMING AND SUPPORTS

A. Steel Framing Members, General: ASTM C 754.

1. Steel Sheet Components: ASTM C 645. Thickness specified is minimum uncoated base-metal thickness.
2. Protective Coating: Coating with equivalent corrosion resistance of ASTM A 653/A 653M, G40 (Z120) zinc coating.

B. Framing Systems:

1. Studs and Runners: In depth indicated and 0.033 inch (0.84 mm) thick unless otherwise indicated.
2. Flat Strap and Backing: 0.033 inch (0.84 mm) thick.
3. Hat-Shaped, Rigid Furring Channels: In depth indicated and 0.033 inch (0.84 mm)] thick.
4. Resilient Furring Channels: 1/2 inch (13 mm) deep, with single- or double-leg configuration.
5. Cold-Rolled Furring Channels: 0.053 inch (1.34 mm) thick, 3/4 inch (19 mm) deep.
6. Z-Furring: In depth required by insulation, 1-1/4-inch (32-mm) face flange, 7/8-inch (22-mm) wall-attachment flange, and 0.018 inch (0.45 mm) thick.

C. Suspension Systems:

1. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch (1.59-mm) diameter, or double strand of 0.048-inch- (1.21-mm-) diameter wire.
2. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, and 0.162-inch (4.12-mm) diameter.

3. Carrying Channels: Cold-rolled steel, 0.053 inch (1.34 mm) thick
4. Furring Channels: Steel, rigid hat-shaped channels; 7/8 inch (222 mm) deep, 0.033 inch (0.84 mm) thick
5. Grid Suspension System for Gypsum Board Ceilings: Interlocking, direct-hung system.

    a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

        1) Armstrong World Industries, Inc.
        2) Chicago Metallic Corporation.
        3) United States Gypsum Company.

2.3 ACCESSORIES

A. General: Comply with referenced installation standards.

1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: foam gasket.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install steel framing to comply with ASTM C 754."

1. Gypsum Plaster Assemblies: Also comply with ASTM C 841.
2. Portland Cement Plaster Assemblies: Also comply with ASTM C 1063.
3. Gypsum Veneer Plaster Assemblies: Also comply with ASTM C 844.
4. Gypsum Board Assemblies: Also comply with ASTM C 840.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

C. Isolate steel framing from building structure, except at floor, to prevent transfer of loading imposed by structural movement.

1. Where studs are installed directly against exterior walls, install isolation strip between studs and wall.

D. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.

E. Install suspension systems level to within 1/8 inch in 12 feet (3 mm in 3.6 m).

END OF SECTION 092216

SECTION 092400 - PORTLAND CEMENT PLASTERING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data and finish Samples.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance Ratings: Where indicated, provide cement plaster assemblies identical to those of assemblies tested for fire resistance according to ASTM E 119 by a qualified testing agency.

2.2 METAL LATH

A. Expanded-Metal Lath: ASTM C 847, with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized zinc coating.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

   a. Alabama Metal Industries Company; a Gibraltar Industries company.
   b. CEMCO; California Expanded Metal Products Co.
   c. ClarkDietrich Building Systems.
   d. Marino\WARE.
   e. Phillips Manufacturing Co.

2. Diamond-Mesh Lath: Flat 3.4 lb/sq. yd. (1.8 kg/sq. m)].

3. Flat Rib Lath: ASTM C 847, galvanized, rib depth of not more than 1/8 inch (3 mm), and 3.4-lb/sq. yd. (1.8-kg/sq. m) weight.
4. 3/8-Inch (9.5-mm) Rib Lath: ASTM C 847, galvanized, 4-lb/sq. yd. (2.2-kg/sq. m) weight.

B. Wire-Fabric Lath:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

   a. Davis Wire; a Heico Wire Group company.
   b. Jaenson Wire Company.
   c. Keystone Steel & Wire Co.

d. K-Lath; a Tree Island Steel Ltd. company.

2. Welded-Wire Lath: ASTM C 933; self-furring, [1.4 lb/sq. yd. (0.8 kg/sq. m)] [1.95 lb/sq. yd. (1.1 kg/sq. m)].

3. Woven-Wire Lath: ASTM C 1032; self-furring, with stiffener wire backing, 1.4 lb/sq. yd. (0.8 kg/sq. m).

C. Paper Backing: FS UU-B-790, Type I, Grade B, Style 1a, vapor-retardant paper.

1. Provide paper-backed lath unless otherwise indicated.

2.3 ACCESSORIES

A. Comply with ASTM C 1063, and coordinate depth of accessories with thicknesses and number of plaster coats required:

B. Metal Accessories:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Alabama Metal Industries Company; a Gibraltar Industries company.
b. CEMCO; California Expanded Metal Products Co.
c. ClarkDietrich Building Systems.
d. Marino\WARE.
e. Phillips Manufacturing Co.

2. Zinc and Zinc-Coated (Galvanized) Accessories:
3. Foundation Weep Screed: Fabricated from hot-dip galvanized-steel sheet, ASTM A 653/A 653M, G60 (Z180) zinc coating.
4. Cornerite: Fabricated from metal lath with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized-zinc coating.
5. External- (Outside-) Corner Reinforcement: Fabricated from metal lath with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized-zinc coating.
6. Cornerbeads: Bullnose style, fabricated from zinc-coated (galvanized) steel].
7. Casing Beads: Square-edge style, fabricated from zinc-coated (galvanized) steel; with expanded flanges.
8. Control Joints: Fabricated from zinc-coated (galvanized) steel; one-piece-type, M-shaped configuration; with perforated flanges.

C. Plastic Accessories: Manufactured from high-impact PVC.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Alabama Metal Industries Company; a Gibraltar Industries company.
b. Phillips Manufacturing Co.
c. Plastic Components, Inc.
d. Vinyl Corp; a division of ClarkDietrich Building Systems.

2. Cornerbeads: Bullnose style, with perforated flanges.

3. Casing Beads: Square-edge style, with perforated flanges.
4. Control Joints: One-piece type, with perforated flanges and protective tape on plaster face.

D. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch (13 mm) long, free of contaminants, manufactured for use in cement plaster.

E. Bonding Compound: ASTM C 932.

F. Fasteners for Attaching Metal Lath to Substrates: ASTM C 1063.

G. Sound Attenuation Blankets: ASTM C 665, Type I (unfaced blankets).

2.4 PORTLAND CEMENT PLASTER

A. Portland Cement: ASTM C 150/C 150M, Type I.

1. Color for Finish Coats: Gray.

B. Masonry Cement: ASTM C 91, Type N.

1. Color for Finish Coats: Gray.

C. Plastic Cement: ASTM C 1328.

D. Lime: ASTM C 206, Type S; ASTM C 207, Type S.

E. Sand Aggregate: ASTM C 897.

1. Color for Job-Mixed Finish Coats: In color matching Architect's sample.

F. Ready-Mixed, Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Omega Products International, Inc.
   b. QUIKRETE.
   c. Shamrock Stucco LLC.
   d. SonoWall, BASF Corp.

G. Acrylic-Based Finish Coatings: Factory-mixed acrylic-emulsion coating systems, formulated with colorfast mineral pigments and fine aggregates; for use over portland cement plaster base coats. Include manufacturer's recommended primers and sealing topcoats for acrylic-based finishes.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Dryvit Systems, Inc.

b. Finestone, BASF Corp.
c. Master Wall Inc.
d. Omega Products International, Inc.
e. Senergy, BASF Corp.
f. Shamrock Stucco LLC.
g. SonoWall, BASF Corp.
h. Sto Corp.

2.5 PLASTER MIXES

A. General: Comply with ASTM C 926 for applications indicated.

1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions.

B. Base-Coat Mix: plastic cement.

C. Factory-Prepared Finish-Coat Mixes: For ready-mixed finish-coat plasters; comply with manufacturer's written instructions.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Fire-Resistance-Rated Assemblies: Install components according to requirements for design designations from listing organization and publication indicated on Drawings.

B. Install metal lath and accessories according to ASTM C 1063.

1. Install lath-type, external-corner reinforcement at exterior locations.
2. Install cornerbead at interior and exterior locations.

C. Apply bonding compound on unit masonry and concrete plaster bases.

D. Apply and cure plaster materials and finishes to comply with ASTM C 926. Apply three coats.

1. Plaster Finish Coats: Apply to provide fine sand finish.

END OF SECTION 092400

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: Include printout of MPI's "MPI Approved Products List" with product highlighted.
2. Samples.

B. Extra Materials: Deliver to Owner 1 gal. (3.8 L) of each color and type of finish-coat paint used on Project, in containers, properly labeled and sealed.

PART 2 - PRODUCTS

2.1 PAINT

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. Benjamin Moore & Co., Ltd. (Canada).
4. Bennette Paint Manufacturing Company, Inc.
5. Betonel Ltd.
6. BLP Mobile Paint Manufacturing.
7. California Paints.
8. Cloverdale Paint.
9. Color Wheel Paints & Coatings.
10. Columbia Paint & Coatings.
11. Conco Paints.
12. Coronado Paint; Benjamin Moore Company.
13. Davis Paint Company.
14. Del Technical Coatings.

B. MPI Standards: Provide materials that comply with MPI standards indicated and listed in its "MPI Approved Products List."

1. Block Filler, Latex: MPI #4.
2. Primer, Alkali Resistant, Water Based: MPI #3.
3. Primer, Bonding, Water Based: MPI #17.
4. Primer, Bonding, Solvent Based: MPI #69.
5. Primer, Alkyd, Anticorrosive: MPI #79.
6. Primer, Galvanized, Water Based: MPI #134.
7. Primer, Quick Dry, for Aluminum: MPI #95.

8. Primer, Latex: MPI #6.
9. Primer, Alkyd: MPI #5.
10. Latex, Exterior Flat (Gloss Level 1): MPI #10.
11. Latex, Exterior Low Sheen (Gloss Level 3-4): MPI #15.
12. Latex, Exterior Semigloss (Gloss Level 5): MPI #11.
13. Latex, Exterior, Gloss (Gloss Level 6): MPI #119.
14. Light Industrial Coating, Exterior, Water Based (Gloss Level 3): MPI #161.
15. Light Industrial Coating, Exterior, Water Based, Semigloss (Gloss Level 5): MPI #163.
16. Light Industrial Coating, Exterior, Water Based, Gloss (Gloss Level 6): MPI #164.
17. Alkyd, Exterior Flat (Gloss Level 1): MPI #8.
18. Alkyd, Exterior, Semigloss (Gloss Level 5): MPI #94.
19. Alkyd, Exterior Gloss (Gloss Level 6): MPI #9.
20. Alkyd, Quick Dry, Semigloss (Gloss Level 5): MPI #81.
21. Alkyd, Quick Dry, Gloss (Gloss Level 7): MPI #96.
22. Floor Paint, Latex, Low Gloss (Maximum Gloss Level 3): MPI #60.
23. Floor Enamel, Alkyd, Gloss (Gloss Level 6): MPI #27.

C. Material Compatibility: Provide materials that are compatible with one another and with substrates.

1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

D. Colors: As scheduled.

PART 3 - EXECUTION

3.1 PREPARATION

A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.

C. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

3.2 APPLICATION

A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Paint exposed surfaces new and existing, unless otherwise indicated.

1. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.

C. Apply paints according to manufacturer's written instructions.

1. Use brushes only where the use of other applicators is not practical.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

3.3 EXTERIOR PAINT APPLICATION SCHEDULE

A. Concrete, Nontraffic Surfaces:
1. Semigloss, Latex: Two coats over alkali-resistant primer: MPI EXT 3.1K.

B. Steel:

1. Semigloss, Water-Based, Light-Industrial Coating: Two coats over alkyd anticorrosive primer.

C. Galvanized Metal:
1. Semigloss, Latex: Two coats over primer recommended by topcoat manufacturer for exterior use on galvanized-metal.

D. Stucco:
1. Flat Latex: Two coats over alkali-resistant primer: MPI EXT 9.1J.

END OF SECTION 099113

++THIS PAGE INTENTIONALLY LEFT BLANK++

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: Include printout of MPI's "MPI Approved Products List" with product highlighted.
2. Samples.

B. Mockups: Full-coat finish Sample of each type of coating, color, and substrate, applied where directed.

C. Extra Materials: Deliver to Owner **1 gal. (3.8 L)** of each color and type of finish-coat paint used on Project, in containers, properly labeled and sealed.

PART 2 - PRODUCTS

2.1 PAINT

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. California Paints.
4. Conco Paints.
5. Coronado Paint; Benjamin Moore Company.
6. Diamond Vogel Paints.
7. Dulux (formerly ICI Paints); a brand of AkzoNobel.
8. Dunn-Edwards Corporation.
9. Duron, Inc.
10. Frazee Paint; Comex Group.
11. Glidden Professional.
12. Kelly-Moore Paint Company Inc.
13. Kwal Paint; Comex Group.
14. M.A.B. Paints.

B. MPI Standards: Provide materials that comply with MPI standards indicated and listed in its "MPI Approved Products List."

1. Block Filler, Latex: MPI #4.
2. Primer Sealer, Latex: MPI #50.
3. Primer, Alkali Resistant, Water Based: MPI #3.
4. Primer Sealer, Institutional Low Odor/VOC: MPI #149.

5. Primer, Latex, for Interior Wood: MPI #39.
6. Primer Sealer, Alkyd, Interior: MPI #45.
7. Primer, Bonding, Water Based: MPI #17.
8. Primer, Bonding, Solvent Based: MPI #69.
9. Primer, Alkyd, Anticorrosive: MPI #79.
10. Primer, Galvanized, Water Based: MPI #134.
11. Primer, Quick Dry, for Aluminum: MPI #95.
12. Latex, Interior, Flat, (Gloss Level 1): MPI #53.
13. Latex, Interior, (Gloss Level 2): MPI #44.
14. Latex, Interior, (Gloss Level 4): MPI #43.
15. Latex, Interior, Semigloss, (Gloss Level 5): MPI #54.
16. Latex, Interior, Gloss, (Gloss Level 6, except Minimum Gloss of 65 Units at 60 Degrees): MPI #114.
17. Latex, Institutional Low Odor/VOC, Flat (Gloss Level 1): MPI #143.
18. Latex, Institutional Low Odor/VOC, (Gloss Level 2): MPI #144.
19. Latex, Institutional Low Odor/VOC, Semigloss (Gloss Level 5): MPI #147.
20. Latex, High-Performance Architectural, (Gloss Level 2): MPI #138**.**
21. Latex, High-Performance Architectural, Semigloss (Gloss Level 5): MPI #141.
22. Alkyd, Interior, Flat (Gloss Level 1): MPI #49.
23. Alkyd, Interior, Semigloss (Gloss Level 5): MPI #47.
24. Alkyd, Interior, Gloss (Gloss Level 6): MPI #48.
25. Alkyd, Quick Dry, Semigloss (Gloss Level 5): MPI #81.
26. Alkyd, Quick Dry, Gloss (Gloss Level 7): MPI #96.
27. Floor Paint, Latex, Low Gloss (Maximum Gloss Level 3): MPI #60.
28. Floor Enamel, Alkyd, Gloss (Gloss Level 6): MPI #27.

C. Material Compatibility: Provide materials that are compatible with one another and with substrates.

1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

D. Colors: As scheduled.

PART 3 - EXECUTION

3.1 PREPARATION

A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.

C. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

3.2 APPLICATION

A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Paint exposed surfaces new and existing, unless otherwise indicated.

1. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
2. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint the back side of access panels.
4. Color-code mechanical piping in accessible ceiling spaces.
5. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.

C. Apply paints according to manufacturer's written instructions.

1. Use brushes only where the use of other applicators is not practical.
2. Use rollers for finish coat on interior walls and ceilings.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

3.3 INTERIOR PAINT APPLICATION SCHEDULE

A. Gypsum Board:

1. Gloss Level 4 Latex: Two coats over latex primer/sealer: MPI INT 9.2A.

END OF SECTION 099123

++THIS PAGE INTENTIONALLY LEFT BLANK++

EXHIBIT B
TO
PROGRAM GRANT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ALVIN A. DOLL, KIMBERLY A. DOLL AND
KIM M. ANDERSON AND MELANIE L. RIEFKOHL

[Certificate of Lienholder]

See following pages.

CERTIFICATE OF LIENHOLDER

I, the undersigned duly authorized and acting _____ of _____ (the "Lienholder"), a(n) _____, do hereby certify as follows:

1. That the Lienholder holds a security interest (the "Senior Security Interest") secured by the property (the "Property") located at 722 East Western Avenue, Avondale, Arizona, situated in the City of Avondale, County of Maricopa, State of Arizona and legally described as follows:

   PARCEL NO. 1:

   ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

   COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, BEARS WEST 2633.79 FEET;

   THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 83.00 FEET;

   THENCE NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 83.00 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.00 FEET TO THE NORTHERLY LINE OF WESTERN AVENUE AND THE POINT OF BEGINNING;

   THENCE CONTINUING NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 83.00 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 110.00 FEET;

   THENCE EAST PARALLEL WITH AND 150.00 FEET NORTH OF SAID SOUTH LINE, 50.00 FEET TO THE EASTERLY LINE OF DYSART ROAD;

   THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST ALONG SAID EASTERLY LINE, PARALLEL WITH AND 33.00 FEET WESTERLY OF EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE

SOUTHEAST QUARTER, 110.00 FEET TO SAID NORTHERLY LINE OF WESTERN AVENUE;

THENCE WEST ALONG SAID NORTHERLY LINE, PARALLEL WITH AND 40.00 FEET NORTH OF SAID SOUTH LINE, 50.00 FEET POINT OF BEGINNING.

PARCEL NO. 2:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, BEARS WEST 2633.79 FEET;

THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 142.40 FEET;

THENCE NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 142.40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.00 FEET TO THE NORTHERLY LINE OF WESTERN AVENUE AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 142.40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 282.61 FEET TO A POINT THAT IS 8.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST PARALLEL WITH AND 8.00 FEET SOUTHERLY OF SAID NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 109.40 FEET TO THE EASTERLY LINE OF DYSART ROAD;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST ALONG SAID EASTERLY LINE, PARALLEL WITH AND 33.00 FEET

WESTERLY OF SAID EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 172.64 FEET TO A POINT THAT IS 150.00 FEET NORTH OF SAID SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE WEST PARALLEL WITH AND 150.00 FEET NORTH OF SAID SOUTH LINE, 50.00 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST PARALLEL WITH AND 83.00 FEET WESTERLY OF SAID EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 110.00 FEET TO SAID NORTHERLY LINE OF WESTERN AVENUE;

THENCE WEST ALONG SAID NORTHERLY LINE, PARALLEL WITH AND 40.00 FEET NORTH OF SAID SOUTH LINE, 59.40 FEET POINT OF BEGINNING.

PARCEL NO. 3:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, BEARS WEST 2633.79 FEET;

THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 142.40 FEET;

THENCE NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 142.40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.00 FEET TO THE NORTHERLY LINE OF WESTERN AVENUE AND THE POINT OF BEGINNING;

THENCE WEST ALONG SAID NORTHERLY LINE, PARALLEL WITH AND 40.00 FEET NORTH OF SAID SOUTH LINE, 136.10 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED AS PARCEL 1

IN SPECIAL WARRANTY DEED RECORDED AS 2011-0591868, MARICOPA COUNTY RECORDS;

THENCE NORTH 0 DEGREES 15 MINUTES 00 SECONDS WEST ALONG THE EAST LINES OF PARCEL 1 AND PARCEL 2 DESCRIBED IN SAID SPECIAL WARRANTY DEED, 282.57 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2;

THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST PARALLEL WITH AND 8.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 136.14 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST PARALLEL WITH AND 142.40 FEET WESTERLY OF SAID EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 282.61 FEET TO THE POINT OF BEGINNING.

2. That the Lienholder consents to the recording of a Deed of Trust dated _____, 2015 (the "Deed of Trust") pursuant to which the owner of the Property (the "Owner") grants to the City of Avondale (the "City") a security interest in the Property (the "Junior Security Interest") to secure the performance by the Owner of its obligations under the Program Grant Agreement entered into between the City and the Owner dated _____, 2015; and

3. That the Junior Security Interest will be subordinate to the Senior Security Interest and that the Lienholder's rights in connection with the Senior Security Interest will be unaffected by the recording of the Deed of Trust.

[SIGNATURES ON FOLLOWING PAGES]

LIENHOLDER

_____

By:_____

Name:_____

Its:_____

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2015, before me personally appeared _____, the _____ of _____, a(n) _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document, on behalf of the _____.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

EXHIBIT C
TO
PROGRAM GRANT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ALVIN A. DOLL, KIMBERLY A. DOLL AND
KIM M. ANDERSON AND MELANIE L. RIEFKOHL

[Certificate of Owner]

See following pages.

CERTIFICATE OF OWNER

We, Alvin A Doll, Kimberly A. Doll, and Kim M. Anderson and Melanie L. Riefkohl, as Co-Trustees of the Madison Trust (the "Owner"), do hereby certify as follows:

1. That we own the property (the "Property") located at 722 East Western Avenue, Avondale, Arizona, situated in the City of Avondale, County of Maricopa, State of Arizona and is legally described as follows:

   PARCEL NO. 1:

   ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

   COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, BEARS WEST 2633.79 FEET;

   THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 83.00 FEET;

   THENCE NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 83.00 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.00 FEET TO THE NORTHERLY LINE OF WESTERN AVENUE AND THE POINT OF BEGINNING;

   THENCE CONTINUING NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 83.00 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 110.00 FEET;

   THENCE EAST PARALLEL WITH AND 150.00 FEET NORTH OF SAID SOUTH LINE, 50.00 FEET TO THE EASTERLY LINE OF DYSART ROAD;

   THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST ALONG SAID EASTERLY LINE, PARALLEL WITH AND 33.00 FEET WESTERLY OF EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE

SOUTHEAST QUARTER, 110.00 FEET TO SAID NORTHERLY LINE OF WESTERN AVENUE;

THENCE WEST ALONG SAID NORTHERLY LINE, PARALLEL WITH AND 40.00 FEET NORTH OF SAID SOUTH LINE, 50.00 FEET POINT OF BEGINNING.

PARCEL NO. 2:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, BEARS WEST 2633.79 FEET;

THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 142.40 FEET;

THENCE NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 142.40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.00 FEET TO THE NORTHERLY LINE OF WESTERN AVENUE AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 142.40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 282.61 FEET TO A POINT THAT IS 8.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST PARALLEL WITH AND 8.00 FEET SOUTHERLY OF SAID NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 109.40 FEET TO THE EASTERLY LINE OF DYSART ROAD;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST ALONG SAID EASTERLY LINE, PARALLEL WITH AND 33.00 FEET

WESTERLY OF SAID EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 172.64 FEET TO A POINT THAT IS 150.00 FEET NORTH OF SAID SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE WEST PARALLEL WITH AND 150.00 FEET NORTH OF SAID SOUTH LINE, 50.00 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST PARALLEL WITH AND 83.00 FEET WESTERLY OF SAID EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 110.00 FEET TO SAID NORTHERLY LINE OF WESTERN AVENUE;

THENCE WEST ALONG SAID NORTHERLY LINE, PARALLEL WITH AND 40.00 FEET NORTH OF SAID SOUTH LINE, 59.40 FEET POINT OF BEGINNING.

PARCEL NO. 3:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, BEARS WEST 2633.79 FEET;

THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 142.40 FEET;

THENCE NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 142.40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.00 FEET TO THE NORTHERLY LINE OF WESTERN AVENUE AND THE POINT OF BEGINNING;

THENCE WEST ALONG SAID NORTHERLY LINE, PARALLEL WITH AND 40.00 FEET NORTH OF SAID SOUTH LINE, 136.10 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED AS PARCEL 1

IN SPECIAL WARRANTY DEED RECORDED AS 2011-0591868, MARICOPA COUNTY RECORDS;

THENCE NORTH 0 DEGREES 15 MINUTES 00 SECONDS WEST ALONG THE EAST LINES OF PARCEL 1 AND PARCEL 2 DESCRIBED IN SAID SPECIAL WARRANTY DEED, 282.57 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2;

THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST PARALLEL WITH AND 8.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 136.14 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST PARALLEL WITH AND 142.40 FEET WESTERLY OF SAID EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 282.61 FEET TO THE POINT OF BEGINNING.

2. That the Property is free of all liens and encumbrances.

OWNER:

By_____
Alvin A. Doll

By_____
Kimberly A. Doll

By_____
Kim M. Anderson, as Co-Trustee of
the Madison Trust

By_____
Melanie L. Riefkohl, as Co-Trustee of
the Madison Trust

EXHIBIT D
TO
PROGRAM GRANT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ALVIN A. DOLL, KIMBERLY A. DOLL AND
KIM M. ANDERSON AND MELANIE L. RIEFKOHL

[Deed of Trust]

See following pages.

WHEN RECORDED RETURN TO:
City of Avondale
City Clerk
11465 W. Civic Center Drive, Suite 200
Avondale, AZ 85323

DEED OF TRUST WITH SECURITY AGREEMENT AND FIXTURE FILING

TRUSTOR:	**ALVIN A. DOLL and KIMBERLY A. DOLL, husband and wife and KIM M. ANDERSON AND MELANIE L. RIEFKOHL, as Co-Trustees of the Madison Trust under Trust Agreement dated 3/24/03** 722 East Western Avenue Avondale, AZ 85323 Attn: Alvin A. Doll
BENEFICIARY:	**THE CITY OF AVONDALE, an Arizona municipal corporation** 11465 West Civic Center Drive Avondale, AZ 85323 Attn: David W. Fitzhugh
TRUSTEE:	**GREAT AMERICAN TITLE AGENCY, INC.** 7720 North 16th Street, Suite #450 Phoenix, AZ 85020 Attn: Jennifer Siverio
PROPERTY:	The following real property located in Maricopa County, Arizona (the "Real Property**"**): See Exhibit A attached hereto and by this reference incorporated herein.

This Deed of Trust with Security Agreement and Fixture Filing (this "Deed of Trust") is made among Trustor, Beneficiary and Trustee who agree as follows:

1. Grant and Conveyance. For value received, Trustor irrevocably grants, conveys and assigns to Trustee in Trust, with power of sale, the Real Property, together with: (a) all buildings, structures and improvements of every kind or nature whatsoever now or hereafter situated or erected on the Real Property; (b) all fixtures, machinery, equipment, furniture and all other personal property, machinery and apparatus of every kind and nature whatsoever now or hereafter owned by Trustor located in, on and used or intended to be used and attached to, and described in connection with or in the operation of the Real Property, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; (c) all estates, rights, appurtenances, privileges, water and water rights, water right applications, shares of stock evidencing water rights, flumes, ditches, minerals and mineral rights thereunto appertaining, which Trustor may now have or hereafter acquire with respect to the Real Property;

(d) all awards, payments, damages and consideration that may be paid or become due by reason of the taking by eminent domain of the whole or any part of the Real Property and/or the Personal Property (as defined below), or any rights appurtenant thereto, including, without limitation, any award for change of grade of streets; (e) all rents, leases, issues, income, proceeds, profits, damages, royalties, revenues, benefits, reversions and remainders arising or to arise from the Real Property and/or Personal Property (collectively, the "Property Income"); (f) all wells, pump equipment and permanent structures affixed to the Real Property; (g) all insurance policies maintained by Trustor or in which Trustor has an interest with respect to the Real Property and/or the Personal Property and all proceeds thereof; (h) all leases with respect to the Real Property and/or Personal Property; (i) all proceeds of any judgment, award or settlement in any condemnation or eminent domain proceeding, together with all general intangibles, contract rights and accounts arising from any of the foregoing and all proceeds, additions, accessions and substitutions thereto or therefor; and (j) all right, title and interest of Trustor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the property described in this paragraph, hereafter acquired by or released to Trustor or constructed, assembled or placed by Trustor on the Real Property, and all conversions of the security constituted thereby. All of the items described above that are fixtures, personal property or other property in which a security interest may be granted under the Arizona Uniform Commercial Code are referred to collectively as the "Personal Property." The Real Property and the Personal Property are referred to collectively as the "Property." All components of the Property are deemed encumbered by this Deed of Trust.

2. Obligations Secured. This Deed of Trust secures (collectively the "Obligations Secured") as additional security for (a) Trustor's performance under that certain Program Grant Agreement between Trustor and Beneficiary dated October 5, 2015; (b) Trustor's payment of all indebtedness and performance of all obligations under that certain Promissory Note dated,_____ _____ 2015, in the original principal amount of $70,000.00, executed by Trustor and Beneficiary; and (c) Trustor's performance of all agreements and obligations in this Deed of Trust.

3. After-Acquired Rights. Trustor agrees that any greater title to the Property hereafter acquired by Trustor shall be subject hereto.

4. Payment of Obligations Secured. Trustor shall pay when due and before delinquency: (a) all liens, taxes, assessments, fines, impositions and charges of every type or nature affecting the Property; and (b) all premiums to maintain insurance required hereunder in force.

5. Preservation of Property. Trustor shall not commit waste of the Property. Trustor shall comply with all laws, regulations, ordinances, covenants, conditions and restrictions applicable to the use and occupancy of the Property.

6. Protection by Trustor. Trustor shall defend, at Trustor's expense, any action or proceeding purporting to affect Trustor's interest in the Property or the liens, rights or powers of Beneficiary or Trustee because of any act or omission of Trustor, or seeking to impose any liability on Beneficiary or Trustee because of any act or omission of Trustor, or its officers, directors, employees and agents. Trustor shall and does hereby agree to indemnify and hold Beneficiary and Trustee harmless from any such action or proceeding.

7. Protection by Beneficiary or Trustee; Reimbursement. Beneficiary or Trustee or both of them are authorized at their election to appear in and defend any action or proceeding purporting to affect the Property or the liens, rights or powers of Beneficiary or Trustee; to pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or inferior hereto; and, in exercising any such powers, to pay necessary expenses, employ counsel, and to pay counsel's reasonable fees and costs, except for any matter caused by Beneficiary. Without obligation to do so, Beneficiary or Trustee may further pay any amount or perform any obligation which is required of Trustor hereunder or take any other action or incur any other expense to protect the Property and the security hereof. All amounts so paid or expenses so incurred shall bear interest at a default rate of interest of ten percent (10%) per annum, and shall be secured by this Deed of Trust as a lien on the Property. Unless otherwise agreed, such amounts or expenses with interest shall be payable upon notice to Trustor requesting such payment. Neither Beneficiary nor Trustee shall be obligated to perform or discharge any obligation or duty to be performed or discharged by Trustor under any lease, declaration or covenant. Trustor shall and does hereby agree to indemnify and hold Beneficiary and Trustee harmless from any and all liability arising from or under any lease, declaration or covenant. Neither Beneficiary nor Trustee shall have any responsibility for the Property or liability on account thereof to any lessee, invitee, association or any other person or entity.

8. Insurance. Trustor, at the Trustor's sole cost and expense, shall at all times during the term of the Program Grant Agreement (a) keep the Real Property insured at its replacement value on an "all risk" basis to ensure complete restoration of the facade on the building constructed on the Real Property in the event of loss or physical damage (said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Trustor shall provide a certificate of insurance to the Beneficiary evidencing such insurance, including an endorsement naming the Beneficiary as a loss payee); and (b) carry and maintain liability insurance in an amount satisfactory to the Beneficiary to protect against injury to visitors or other persons on the Real Property, and the Trustor shall provide a certificate of insurance to the Beneficiary evidencing such insurance, and naming the Beneficiary as an additional insured on the policy.

9. Condemnation. Any award of damages in connection with any condemnation or taking of or for injury to any of the Property by reason of public use or for damages for private trespass or injury thereto is assigned in full and shall be paid to Beneficiary for application against the Allocated Funds, as defined under the Program Grant Agreement and secured hereby (reserving to Trustor, however, the right to seek recovery for any losses incurred, subject to this Deed of Trust).

10. Default. Any of the following shall be an "Event of Default" or a default under this Deed of Trust, to the extent permitted by law: (i) Trustor breaches any warranty, covenant or provision hereof or of any other instrument or agreement executed as a part of this transaction and fails to cure such breach within thirty (30) business days immediately following receipt of written demand for cure from Beneficiary; (ii) Trustor voluntarily files any petition or case under any state insolvency law or any Federal Bankruptcy Code; (iii) an involuntary petition or case is filed against Trustor under any state insolvency law or any Federal Bankruptcy Code and the petition remains pending for more than ninety (90) calendar days or the court in which such petition is pending approves it or Trustor is adjudicated a bankrupt or becomes a debtor or debtor in possession in any such proceeding; (iv) upon the institution of legal proceedings to enforce

any encumbrance upon the Property, or any portion thereof, or if the Property be attached or levied upon by any execution, attachment, tax levy or other writ which is not removed or bonded in a manner acceptable to Beneficiary within thirty (30) business days thereof; (v) a receiver, trustee, assignee, conservator, fiscal agent or liquidator is appointed for Trustor or for all or any part of the Property and is not dismissed within ten (10) business days immediately following written demand for cure by Beneficiary; or (vi) Trustor makes an assignment for the benefit of creditors.

11. Remedies. Upon the occurrence of an Event of Default, without further notice, Beneficiary may declare all Allocated Funds under the Program Grant Agreement to be immediately due and payable in full and Beneficiary shall have the right to cause Trustee to sell the Property or any part thereof as set forth herein and as provided by applicable law. Trustee shall sell the Property in the manner required by law. Trustee in its discretion may postpone or continue the sale from time to time and from place to place by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to any purchaser its deed conveying the Property so sold, but without any covenant or warranty, expressed or implied. Each provision of law relating to deeds of trust is and shall remain applicable to the respective rights and obligations of Trustor, Beneficiary and Trustee, and no term or provision hereof shall limit or restrict such rights or obligations. The omission of any express provision restating the applicable law herein shall not constitute or render the same inapplicable or waive the same. In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. In any such judicial foreclosure, Beneficiary shall recover its reasonable attorneys' fees together with all costs and expenses, including without limitation, all court costs, experts' fees, cost of evidence of title and cost of survey. Beneficiary shall have all rights and remedies available to it hereunder and at law or in equity, and all remedies shall be cumulative and may be pursued concurrently or consecutively to the extent permitted by law, subject to the limitations herein contained.

12. Security Agreement.

12.1. Security Interest. This Deed of Trust shall be construed as a deed of trust on trust property as defined in ARIZ. REV. STAT. § 33-801, as amended, and it shall also constitute and serve as a Security Agreement on personal property within the meaning of, and shall constitute a first and prior security interest under, the Arizona Uniform Commercial Code with respect to the Property to the extent the Property is held to be property that may be subject to a security interest under Article 9 of the Arizona Uniform Commercial Code (the "Collateral"). To this end, Trustor does hereby grant to Beneficiary, a first and prior security interest in and to all of the Collateral, together with all replacements and additions thereto and all proceeds, products, substitutions, renewals and accessions thereof, to secure the Obligations Secured.

12.2. Uniform Commercial Code Remedies. Beneficiary (or Trustee on Beneficiary's behalf) shall have all the rights, remedies and recourses with respect to the Collateral afforded a secured party by the Arizona Uniform Commercial Code in addition to, and not in limitation of, the other rights, remedies and recourses afforded Beneficiary and/or Trustee by the this Deed of Trust and the other Security Documents. Beneficiary may at its option dispose of the Collateral in accordance with Beneficiary's and/or Trustee's rights and remedies

in respect of real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Arizona Uniform Commercial Code.

12.3. Fixture Filing. To the extent any of the Collateral is or is to become fixtures attached to the Real Property, Trustor herein expressly covenants and agrees that the filing of this Deed of Trust in the Records of Maricopa County, Arizona, shall also operate from the time of filing therein as a financing statement filed as a "fixture filing" in accordance with the Arizona Uniform Commercial Code. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, at the address set forth above. The mailing address of Trustor, as debtor, is also set forth above.

13. Modification; Forbearance; Nonwaiver. Time is of the essence hereof. Acceptance of payment of money after its due date shall not constitute any waiver under this Deed of Trust, the Program Grant Agreement or Beneficiary's right to require prompt payment of all other sums when due. No extension of time for payment or renewal of Obligations Secured shall affect the lien or priority of this Deed of Trust. The taking by Beneficiary of any other collateral for the Obligations Secured hereby shall in no way affect or impair the lien or priority of this Deed of Trust, and Beneficiary may resort for the payment of the Obligations Secured to its several securities in such order and manner as Beneficiary may determine. Any forbearance by Beneficiary in exercising any remedy or right hereunder shall not be a waiver of or preclude the subsequent exercise of any such remedy or right.

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 on the first page of this Deed of Trust, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth on the first page of this Deed of Trust, or (c) given to a recognized and reputable overnight delivery service, to the address set forth on the first page of this Deed of Trust 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. Unless a request for notice is recorded as provided by law, notice of any Trustee's sale shall be sent solely to Trustor's address on the first page of this Deed of Trust.

15. Parties Bound. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, administrators, executors, successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter and conversely and the singular number includes the plural and conversely. The term "Trustor" shall mean all persons named as Trustor herein, whether one or more, and Trustor's obligations shall be joint and several. "Trustee" shall include all successor trustees.

16. Trustee. Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

17. Reconveyance. Upon satisfaction of the Obligations Secured, Beneficiary shall request Trustee to reconvey the Property and shall deliver proof of satisfaction of the Obligations Secured hereby to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation and the release fees of Trustee, if any.

18. Deed of Trust Intended. Notwithstanding any provision hereof to the contrary, the parties intend that this document constitute security for performance of the Obligations Secured as provided elsewhere herein, and shall be a "deed of trust" as defined in ARIZ. REV. STAT. § 33-801, as amended. If despite that intention a court of competent jurisdiction shall determine that this document does not qualify as a "trust deed" or "deed of trust" within the meaning and purview of Chapter 6.1, Title 33, Arizona Revised Statutes, then this instrument shall be deemed a realty mortgage under ARIZ. REV. STAT. § 33-702, as amended, and shall be enforceable as such, the Trustor shall be deemed a "mortgagor," the Beneficiary shall be deemed a "mortgagee," the Trustee shall have no capacity but shall be disregarded and all references to the "Trustee" herein shall be deemed to refer to the "mortgagee" to the extent not inconsistent with interpreting this instrument as though it were a realty mortgage. As a realty mortgage, Trustor as mortgagor shall be deemed to have conveyed the Property to the Beneficiary as mortgagee, such conveyance as a security to be void upon condition that Trustor pay and perform all its Obligations Secured hereby.

19. Suretyship Waivers. Any grantor that has signed this Deed of Trust as a surety or accommodation party or that has subjected its property to this Deed of Trust to secure the indebtedness of another, hereby expressly waives to the fullest extent permitted by law any and all benefits and defenses under the provisions of ARIZ. REV. STAT. §§ 12-1641 through 12-1646, and Rules of Civil Procedure, Rule 17(f), as amended, and any other statues or rules now or hereafter in effect that purport to confer specific rights upon or make specific defenses and procedures available to Grantor, and waives any defense arising by reason of any disability or other defense of Trustor or by reason of the cessation from any cause whatsoever of the liability of Grantor.

20. Senior Deed of Trust. This Deed of Trust is subordinate any other deed of trust recorded in the official records Maricopa County, Arizona prior to the filing and recording of this Deed of Trust (the "Senior DOT"). Any default by Trustor beyond any applicable grace period of the Senior DOT shall be an immediate default hereunder. Trustor shall promptly notify Beneficiary in writing of any default under the Senior DOT, and shall promptly forward to Beneficiary copies of any notices received by Trustor from the beneficiary or trustee of the Senior DOT.

21. Sale, Lease or Conveyance by Trustor. Trustor shall not sell, transfer, lease, assign, convey, encumber (including granting any easements or other interests affecting title to the Real Property) or in any manner dispose of any of its interest in all or any portion of the Real Property, voluntarily, involuntarily or by operation of law, without the prior written consent of Beneficiary, which Beneficiary may withhold in its sole discretion. For the purpose of this Paragraph 21, a change in the control or management of Trustor, transfer of fifty percent (50%) of the voting stock ownership of a corporation which is a Trustor, transfer of fifty percent (50%)

of the ownership or voting interests in a partnership, joint venture or limited liability company which is a Trustor, or the death or dissolution of Trustor, shall be deemed a transfer of the Property which gives Beneficiary the right to exercise the remedies set forth herein.

Trustor has executed this Deed of Trust to be effective as of the date recorded in the official records Maricopa County, Arizona.

TRUSTOR:

_____
Alvin A. Doll

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared Alvin A. Doll, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

TRUSTOR:

_____
Kimberly A. Doll

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared Kimberly A. Doll, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

TRUSTOR:

_____
Kim M. Anderson, Co-Trustee
of The Madison Trust

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared Kim M. Anderson, Co-Trustee of the Madison Trust, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the Trust.

_____
Notary Public in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TRUSTOR:

_____

Melanie L. Riefkohl, Co-Trustee
of The Madison Trust

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared Melanie L. Riefkohl, as Co-Trustee of the Madison Trust, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the Trust.

_____

Notary Public in and for the State of Arizona

(Affix notary seal here)

EXHIBIT A

(Real Property)

Situated in the City of Avondale, County of Maricopa, State of Arizona and legally described as follows:

PARCEL NO. 1:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, BEARS WEST 2633.79 FEET;

THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 83.00 FEET;

THENCE NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 83.00 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.00 FEET TO THE NORTHERLY LINE OF WESTERN AVENUE AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 83.00 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 110.00 FEET;

THENCE EAST PARALLEL WITH AND 150.00 FEET NORTH OF SAID SOUTH LINE, 50.00 FEET TO THE EASTERLY LINE OF DYSART ROAD;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST ALONG SAID EASTERLY LINE, PARALLEL WITH AND 33.00 FEET WESTERLY OF EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 110.00 FEET TO SAID NORTHERLY LINE OF WESTERN AVENUE;

THENCE WEST ALONG SAID NORTHERLY LINE, PARALLEL WITH AND 40.00 FEET NORTH OF SAID SOUTH LINE, 50.00 FEET POINT OF BEGINNING.

PARCEL NO. 2:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, BEARS WEST 2633.79 FEET;

THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 142.40 FEET;

THENCE NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 142.40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.00 FEET TO THE NORTHERLY LINE OF WESTERN AVENUE AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 142.40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 282.61 FEET TO A POINT THAT IS 8.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST PARALLEL WITH AND 8.00 FEET SOUTHERLY OF SAID NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 109.40 FEET TO THE EASTERLY LINE OF DYSART ROAD;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST ALONG SAID EASTERLY LINE, PARALLEL WITH AND 33.00 FEET WESTERLY OF SAID EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 172.64 FEET TO A POINT THAT IS 150.00 FEET NORTH OF SAID SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE WEST PARALLEL WITH AND 150.00 FEET NORTH OF SAID SOUTH LINE, 50.00 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST PARALLEL WITH AND 83.00 FEET WESTERLY OF SAID EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 110.00 FEET TO SAID NORTHERLY LINE OF WESTERN AVENUE;

THENCE WEST ALONG SAID NORTHERLY LINE, PARALLEL WITH AND 40.00 FEET NORTH OF SAID SOUTH LINE, 59.40 FEET POINT OF BEGINNING.

PARCEL NO. 3:

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, BEARS WEST 2633.79 FEET;

THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 142.40 FEET;

THENCE NORTH 0 DEGREES 14 MINUTES 36 SECONDS WEST PARALLEL WITH AND 142.40 FEET WESTERLY OF THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.00 FEET TO THE NORTHERLY LINE OF WESTERN AVENUE AND THE POINT OF BEGINNING;

THENCE WEST ALONG SAID NORTHERLY LINE, PARALLEL WITH AND 40.00 FEET NORTH OF SAID SOUTH LINE, 136.10 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED AS PARCEL 1 IN SPECIAL WARRANTY DEED RECORDED AS 2011-0591868, MARICOPA COUNTY RECORDS;

THENCE NORTH 0 DEGREES 15 MINUTES 00 SECONDS WEST ALONG THE EAST LINES OF PARCEL 1 AND PARCEL 2 DESCRIBED IN SAID SPECIAL WARRANTY DEED, 282.57 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2;

THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST PARALLEL WITH AND 8.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 136.14 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES 36 SECONDS EAST PARALLEL WITH AND 142.40 FEET WESTERLY OF SAID EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 282.61 FEET TO THE POINT OF BEGINNING.

EXHIBIT E
TO
PROGRAM GRANT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ALVIN A. DOLL, KIMBERLY A. DOLL AND
KIM M. ANDERSON AND MELANIE L. RIEFKOHL

[Promissory Note]

See following pages.

Promissory Note
(Facade Improvement Program – Forgivable)

Avondale, Maricopa County, Arizona _____, 2015

For value received, **ALVIN A. DOLL AND KIMBERLY A. DOLL, husband and wife, and KIM M. ANDERSON AND MELANIE L. RIEFKOHL, AS CO-TRUSTEES OF THE MADISON TRUST UNDER TRUST AGREEMENT DATED 3/24/0**3 ("collectively, the "Property Owner"), promise to pay to **CITY OF AVONDALE** ("City") the principal amount of **Seventy Thousand ($70,000.00**), or so much thereof as may be advanced hereunder as provided below. The funds disbursed by City to Property Owner under this Promissory Note ("Note") were made available based upon the conditions and in accordance with the terms of the Program Grant Agreement. All capitalized terms not defined herein shall have the meanings set forth in the Deed of Trust with Security Agreement and Fixture Filing entered into by the City and the Property Owner (the "Deed of Trust") and the Program Grant Agreement.

1. Definitions. As used in this Note, the following capitalized terms have the following meanings:

   Assisted Unit – means the real property commonly known as and more particularly described on Exhibit A of the Deed of Trust and the improvements now on or at any time constructed on such property.

   Loan – means the advance of the Program Grant Agreement funds evidenced by this Note.

   Loan Documents – means the Note, Deed of Trust, the Program Grant Agreement and all other documents relating to or securing this Note (as renewed, amended, modified, restated and extended from time to time).

   Loan Forgiveness Period – means seven years from the construction completion date.

   Interest. The indebtedness evidenced by this Note shall not bear any interest except as provided below.

2. Repayment. Demand that the Property Owner reimburse the City for all or part of the Allocated Funds determined as follows. If the Property Owner causes a Default during the first year after the Construction Completion Date, the Property Owner shall reimburse the City the full amount of the Allocated Funds. If the Property Owner causes a Default thereafter, on each anniversary of the Construction Completion Date, the amount the Owner shall pay in the event of a Default shall be reduced by 1/7th of the original amount of the Allocated Funds for the remaining years of the term of this Agreement. Voluntary repayment of the Allocated Funds by the Property Owner without demand by the Lender does not release the Property Owner from its obligations under this Agreement unless the City consents in writing to accept such payment in full satisfaction of the Property Owner's obligations under this Agreement.

In the event the Property Owner violates any of its obligations under the Program Agreement, the Property Owner shall reimburse the City for any and all costs and expenses incurred by the Property Owner in connection therewith, including all court costs and attorneys' fees.

3. Required Repayment.

(a) Sale or Refinancing. In the case of a sale or refinancing prior to the end of the Loan Forgiveness Period, an amount equal to the pro rata share of the total loan amount, reduced on a pro rata basis for every year the Property Owner owned and operated the property during the Loan Forgiveness Period, shall be repaid to the City.

(b) Noncompliance or Misuse. Property Owner shall be required to promptly repay that portion of the loan amount, which as a result of the Property Owner's actions or omissions is not used in compliance with the terms of the Program Grant Agreement unless Property Owner cures such noncompliance within a reasonable time as determined by the City. Noncompliance by the Property Owner includes a misrepresentation by Property Owner at any time of Property Owner's eligibility to receive the subsidy or the benefit of the subsidy or of any facts on which such eligibility is based and any other noncompliance resulting from an action or omission by Property Owner including the following:

(i) Property Owner does not maintain ownership of the property.
(ii) Property Owner does not maintain the façade improvements made under the Program Grant Agreement.

4. Manner and Place of Payment. All payments due under this Note shall be payable in lawful money of the United States of America to the City's Finance Department.

5. Attorneys' Fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

6. Security. This Note is secured by the Deed of Trust.

7. Modifications and Waivers. No provision of this Note may be waived, modified, discharged or canceled orally, but only in writing and signed by the party against whom enforcement of any waiver modification, discharge or cancellation is sought. In case any one or more of the provisions contained in the Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Note shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included.

8. Governing Law. The provisions of this Note shall be governed by the laws of the jurisdiction in which the real property which is subject to the Deed of Trust securing this

Note is located except to the extent such law is contrary to or inconsistent with the laws, rules or regulations of the United States.

"PROPERTY OWNERS"

_____
Alvin A. Doll

_____
Kimberly A. Doll

_____
Kim M. Anderson, Co-Trustee of the Madison Trust

_____
Melanie L. Riefkohl, Co-Trustee of the Madison Trust

Category Number: 4
Item Number: c.

CITY COUNCIL AGENDA

SUBJECT:
Resolution 3276-1015 - Grant Acceptance from GOHS for DUI Enforcement

MEETING DATE:
10/5/2015

TO: Mayor and Council

FROM: Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff is requesting that the City Council adopt a resolution authorizing a grant provided by the Governor's Office of Highway Safety (GOHS) in the amount of $30,000, which will support the Police Department's funding of Driving under the Influence (DUI) enforcement through overtime expenses and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:
The Avondale Police Department is an active participant in most West Valley DUI Task Forces and recognizes the responsibility for participating in these events. The Avondale Police Department plans to host a minimum of four (4) DUI task forces between October 01, 2015 and September 30, 2016, with the jail, transport, and processing facilities being open to participating agencies. The funding will be used to conduct dedicated DUI enforcement within the City of Avondale.

DISCUSSION:
DUI task forces are crucial in educating, enforcing, and preventing impaired drivers in the Valley. Prior year funding has been used to conduct dedicated DUI enforcement within Avondale. This funding allows the Avondale Police Department to use its resources to the fullest, extending DUI coverage through the holidays where enforcement is most important.

BUDGET IMPACT:
Staff is requesting authorization for the acceptance of Grant Funds for $30,000 to provide overtime costs associated with DUI enforcement. There are no match requirements for this Grant. Federal funds will support personnel services (overtime) expenses to enhance DUI enforcement throughout the City of Avondale.

RECOMMENDATION:
Staff recommends that the City Council adopt a resolution authorizing Avondale's acceptance of a grant in the amount of $30,000 for the Avondale Police Department's Driving Under the Influence Enforcement program through the Governor's Office of Highway Safety Grant Program.

ATTACHMENTS:

Description

Resolution 3276-1015

RESOLUTION NO. 3276-1015

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR DUI ALCOHOL ENFORCEMENT OVERTIME PAY.

WHEREAS, the Governor's Office of Highway Safety ("GOHS") has awarded the City of Avondale (the "City") a grant in the amount of $30,000.00 for project funding relating to overtime pay to support DUI alcohol enforcement (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed $30,000.00 and (ii) the execution of the GOHS Highway Safety Contract with GOHS relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. That 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.

PASSED AND ADOPTED by the Council of the City of Avondale, October 5, 2015.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3276-1015

[Agreement]

See following pages.

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Dale Nannenga
Avondale Police Department
11485 West Civic Center Drive
Avondale, Arizona 85323

PROJECT REFERENCE:
Contract Number: 2016-II-003
Total Estimated Costs: $30,000.00
Purpose of Project: DUI Enforcement Overtime

Dear Chief Nannenga:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 18) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of David Fitzhugh, City Manager, City of Avondale, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please ***do not*** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-27-15
Date

Enclosures
AG: jew

GOVERNOR'S OFFICE OF HIGHWAY SAFETY | **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA 20.616
1.	**APPLICANT AGENCY** Avondale Police Department	**GOHS CONTRACT NUMBER:** **2016-II-003**
	ADDRESS 11485 W. Civic Center Dr., Avondale, AZ 85323	**PROGRAM AREA:** **405d**
2.	**GOVERNMENTAL UNIT** City of Avondale	**AGENCY CONTACT:** Jared Palacios
	ADDRESS 11485 W. Civic Center Dr., Avondale, AZ 85323	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement
4.	**GUIDELINES:** 405d	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Avondale.

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2016**
I.	**Personnel Services**	$23,077.00
II.	**Employee Related Expenses**	$6,923.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$30,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2016
CURRENT GRANT PERIOD	**FROM:** 10-01-2015	**TO:** 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $30,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:
The City of Avondale is comprised of 63 square miles and borders the Cities of Phoenix, Tolleson, Litchfield Park and Goodyear. Avondale's current population is about 76,238, according to the 2010 Census Bureau. The Maricopa Association of Government (MAG) has forecast the population to be about 104,527 by the year 2020. There is an estimated 298 miles of roadway within the City of Avondale that are traveled by over 50 million vehicles (Estimated) in a year, according to the City of Avondale Traffic Engineering Department. Avondale has three major highways: 101 Loop, I-10 and Maricopa County Route 85. The Avondale Police Department comprised of 115 sworn officers. The Avondale Police Department is responsible for traffic enforcement within the City of Avondale; to include, enforcing traffic laws, investigating collisions and the detection and apprehension of impaired drivers.

Agency Problem:
Impaired driving is a consistent problem for the City of Avondale. Despite increased DUI Task Force activity and sustained activity within the city limits, drivers will still get behind the wheel impaired. Avondale Police Officers have a hard time combating this problem on their own.

Agency Attempts to Solve Problem:
The Avondale Police Department continues to work cooperatively with regional partners in the West Valley DUI Task Force as a means to address the current DUI issue. The Avondale Police Department has committed to host four (4) DUI Task Force Details in the 2015 federal fiscal year. When Task Force events are not happening, Avondale Officers always keep an eye out for impaired driving offences.

Agency Funding:
Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Avondale.

How Agency Will Solve Problem With Funding:
The Avondale Police Department will utilize funding to increase impaired driving enforcement throughout the City of Avondale. The Avondale Police Department will increase DUI arrests from 203 in 2014 to 223 in 2016. The Avondale Police Department will participate in the West Valley DUI Task Force and will host four Task Force events during the grant period.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Avondale.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE
To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Avondale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Avondale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Avondale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:
A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Avondale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th).** All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Dale Nannenga, Chief, Avondale Police Department, shall serve as Project Director.

Jared Palacios, Sergeant, Avondale Police Department, shall serve as Project Administrator.

Joshua Worley, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility**.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	In-House GOHS Review
$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$23,077.00
II.	Employee Related Expenses (ERE)	$6,923.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$30,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Avondale Police Department shall absorb any and all expenditures in excess of $30,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors.* Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

2. **Agency's Fiscal Contact:**

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

C. The undersigned will require that the language of this 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 sub-recipients will certify and disclose accordingly.

D. 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 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Dale Nannenga, Chief
Avondale Police Department

9-1-2015 623-333-7207

Date Telephone

Signature of Authorized Official of Governmental Unit:

David Fitzhugh, City Manager
City of Avondale

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** **B. FEDERAL FUNDS:**

   Authorization to Proceed Date **$30,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

Category Number: 4
Item Number: d.

CITY COUNCIL AGENDA

SUBJECT:
Ordinance 1587-1015- Authorizing the Acquisition of Real Property for Public Use

MEETING DATE:
10/5/2015

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, 623-333-4012

THROUGH: David Fitzhugh, City Manager

PURPOSE:
Staff is requesting that the City Council adopt an ordinance authorizing the acqusition of real property generally located along McDowell Road at the 104th Avenue alignment for use as a traffic signal, sidewalk, and temporary construction easement, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

BACKGROUND:
The Traffic Impact Study for the Park 10 Development requires a traffic signal directly across the entrance to Aventura Apartments. Parkland Development has been in close contact with the owner of Aventura Apartments to obtain the necessary easement to install this signal. The legal counsel representing Aventura Apartments prepared an Agreement for Easements (attached) which has been reviewed and approved by the City's Attorney.

DISCUSSION:
The easement will allow for the traffic signal equipment and a sidewalk crossing to be installed on the north side of the new intersection in alignment with the Aventura Apartments main entrance. Signalization at the intersection will facilitate full access to the Park 10 Development as well as to Aventura Apartments.

BUDGET IMPACT:
Accepting the dedication of the right-of-way will have no budgetary impact on the City.

RECOMMENDATION:
Staff recommends that City Council adopt an ordinance authorizing the acqusition of real property generally located along McDowell Road at the 104th Avenue alignment for use as a traffic signal, sidewalk, and temporary construction easement, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

ATTACHMENTS:

Description

Ordinance 1587-1015

Agreement for Easements

ORDINANCE NO. 1587-1015

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to authorize the acquisition of traffic signal improvements and sidewalk easements over, under and across certain real property generally located on McDowell Road west of 103rd Avenue for use in connection with the Park 10 Development Project.

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, by purchase, condemnation or dedication of traffic signal improvements and sidewalk easements over, under and across real property totaling ± 0.027 acres, generally located on McDowell Road west of 103rd Avenue, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area"), 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 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 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, October 5, 2015.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1587-1015

[Legal Description and Map]

See following pages.

EASEMENT AREA
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, BEING A PORTION OF LOT 1 OF THE FINAL PLAT OF 103RD AVENUE AND MCDOWELL ROAD, AS RECORDED IN BOOK 605 OF MAPS PAGE 12 OF THE OFFICIAL RECORDS OF MARICOPA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32 BEING A CITY OF PHOENIX BRASS CAP IN HANDHOLE FROM WHENCE THE SOUTHWEST CORNER THEREOF, A CITY OF PHOENIX BRASS CAP IN HANDHOLE, BEARS SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST A DISTANCE OF 2637.76 FEET, AS A BASIS OF BEARING;

THENCE SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 632.04 FEET;

THENCE DEPARTING FROM SAID SOUTH SECTION LINE, NORTH 01 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 92.00 FEET;

THENCE DEPARTING FROM SAID LINE, NORTH 24 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 15.48 FEET;

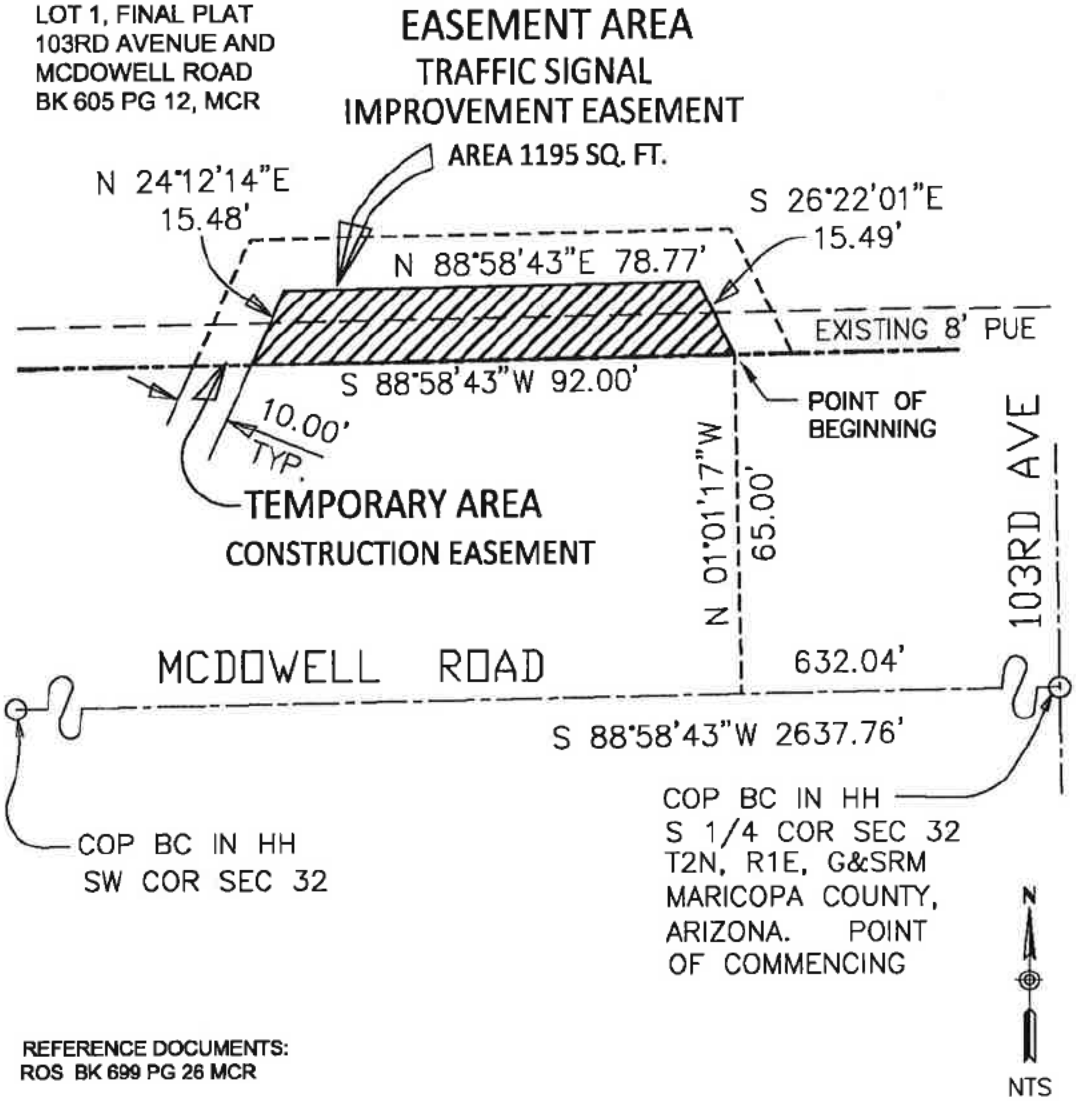
THENCE NORTH 88 DEGREES 58 MINUTES 43 SECONDS EAST, 78.77 FEET;

THENCE SOUTH 26 DEGREES 22 MINUTES 01 SECONDS EAST, 15.49 FEET TO THE TRUE POINT OF BEGINNING;

SAID EASEMENT AREA CONTAINS 1195 SQUARE FEET OR 0.027 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.

APN: 102-31-979
LOT 1, FINAL PLAT
103RD AVENUE AND
MCDOWELL ROAD
BK 605 PG 12, MCR



REFERENCE DOCUMENTS:
ROS BK 699 PG 26 MCR

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

Dibble Engineering

Dibble Engineering
Project No1015033.01

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13572
LARI DON
SPIRE
Date Signed 7-29-15
ARIZONA, U.S.A.
Expires 6/30/16

EASEMENT AREA EXHIBIT
TRAFFIC SIGNAL IMPROVEMENTS
EASEMENT

DATE: 7-29-15
DRN: LDS
CHK: CSD

CITY OF AVONDALE
ENG-15-0126

FILE:C:\Users\lari.spire\Documents\LSpire CDA Projects - temp load copies\Park10 - main event\Dibble 8X11FLSH - Traffic Signal Easement COMB.dwg DATE:JUL 30 2015 TIME: 08:47 am

When recorded, return to:

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Clerk

AGREEMENT FOR EASEMENTS

This Agreement for Easements (this "**Agreement**") is made as of this ____ of _____, 2015 (the "**Effective Date**"), between **AVENTURA APARTMENTS LLC**, a Washington limited liability company ("**Grantor**"), whose mailing address is c/o PrivatePortfolio Group LLC, 7010 E. Acoma Dr., Suite 204, Scottsdale, Arizona 85254, Attention: Property Management and the **CITY OF AVONDALE, ARIZONA**, an Arizona municipal corporation ("**Grantee**") whose mailing address is Attention: City Clerk, 11465 West Civic Center Drive, Avondale, Arizona 85323.

RECITALS:

A. Grantor is the owner of certain real property legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Property**").

B. Grantee has requested from Grantor, and Grantor desires to grant to Grantee, certain rights, privileges and easements in and to the Grantor Property as set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Grant of Easements.

A. Traffic Signal Improvements Easement. Grantor grants to Grantee, its successors and assigns, for the use and benefit of Grantee, a perpetual non-exclusive easement (the "Traffic Signal Improvements Easement") in, upon, over, above and

across that certain area of the Grantor Property labeled as "Easement Area" as shown on **Exhibit B** and incorporated herein by reference, for the construction, installation, maintenance, repair, replacement and operation of certain traffic signal improvements including without limitation traffic lights, posting of directional/intersection signs and markers, power poles, electric boxes, underground conduit, junction boxes and other equipment for the operation of a traffic signal system (collectively, the "Infrastructure"). Grantor grants to Grantee and its agents, designees, contractors, employees, successors and assigns a temporary easement (the "Temporary Easement") in, to, through, on, over, under, and across that certain tract of land that is 10 feet around certain portions of the Easement Area, as shown on **Exhibit B** and hereinafter referred to as the "Temporary Area," for the purpose of constructing and installing the initial Infrastructure on the Easement Area (the "Infrastructure Work") and for access, ingress, and egress reasonably necessary to accomplish the initial Infrastructure Work. The Temporary Easement shall automatically terminate after completion of the initial Infrastructure Work without any further action by Grantor or Grantee.

B. Easement for Sidewalk Purposes. Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement (the "Sidewalk Easement") for sidewalk and ramp purposes, and to be used as a public thoroughfare, together with the right, privilege, and authority to control, construct, reconstruct, and maintain its sidewalks and ramps, and all fixtures, posting of directional/intersection signs and markers, devices and structures whatsoever necessary or useful in the operation of said sidewalk and ramp, in, over, on, through, along and across the Easement Area as shown on **Exhibit B**. Grantor together confers the right of ingress and egress over said premises, to survey, construct, reconstruct, maintain, control, and use said sidewalk(s), ramp(s) and to remove objects or structures therefrom.

2. Indemnification. To the extent permitted by Arizona law, Grantee hereby defends, indemnifies and holds Grantor harmless from and against all claims, mechanic and materialman's lien claims, demands, losses, liabilities, damages or expenses arising out of or in any way related to the exercise of the rights under this Agreement, including but not limited to the placement and location of improvements within the Easement Area and maintenance and repair of the Infrastructure, but exclusive of any claims caused by or in any way related to conditions existing on the Grantor Property prior to the Effective Date or from the negligent acts, omissions or willful misconduct of Grantor or its agents, invitees, employees or contractors.

3. Use of Easement Area by Grantor and Grantee. Grantee shall be solely responsible, at its sole cost and expense, for the maintenance and upkeep of its improvements and the Infrastructure in the Easement Area and shall notify Grantor of such maintenance and upkeep prior to accessing the Easement Area. Grantee agrees to return the Easement Area as nearly as practicable to its condition which existed prior to the installation of any of its improvements in the Easement Area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that

existed within the Easement Area prior to such installation. Grantor may not use the Easement Area in any manner inconsistent with the rights granted to Grantee hereunder, and in that regard, except as otherwise granted herein, shall not plant, build or place any improvement, temporary or permanent, upon the Easement Area during the term hereof.

4. Liability. To the extent permitted by Arizona law, Grantor shall not be liable for and Grantee hereby waives any claim, demand, cost, liability, loss, damage or injury (including without limitation personal injury and/or damage to property) arising out of or connected in any way with Grantee's activities within the Easement Area and Temporary Area, and the activities of any party exercising rights granted to Grantee in this Agreement, but exclusive of any claims caused by conditions existing on the Grantor Property prior to the Effective Date and from the negligent acts, omissions or willful misconduct of Grantor or its agents, invitees, employees or contractors.

5. Insurance. Grantee agrees to maintain a policy of commercial general liability insurance, insuring on an occurrence basis against loss, damage or liability for injury to or death of any person, or loss or damage to property occurring in, on or about the Easement Area and Temporary Area, arising from or in connection with Grantee's entry or presence on the Easement Area and Temporary Area or activities undertaken pursuant to the terms of this Agreement. Such insurance shall include products liability, broad property damage and personal injury coverages, a contractual liability endorsement, and provide combined coverage limits of not less than One Million Dollars ($1,000,000.00) as to bodily injury and One Million Dollars ($1,000,000.00) as to property damage. Such policy of insurance shall name Grantor as an additional named insured and shall require at least thirty (30) days prior written notice to Grantor if such coverage will be terminated or not be renewed. Prior to Grantee's use of the Easement Area or Temporary Area, Grantee shall cause a certificate evidencing such insurance to be delivered to Grantor. Notwithstanding anything to the contrary contained in this Section 5, Grantee shall have the right to satisfy (in whole or in part) the insurance requirements contained in this Agreement through Grantee's self-insurance program.

6. Running With the Land/Binding Effect. The agreements contained herein and the easements and other rights granted hereby shall run with the titles to the Grantor Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. Amendments. This Agreement may be amended or otherwise modified only by writing, signed and acknowledged by the owners of the Grantor Property and the Grantee.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one in the same instrument.

9. **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona.

10. **Attorneys' Fees**. If either party shall institute any action or proceeding against the other party, including any arbitration proceedings, relating to the provisions of this Agreement, or any default or alleged default hereunder, then the unsuccessful party in such action or proceeding shall reimburse the successful party therein for the reasonable costs (including court costs and reasonable attorneys' and expert fees) incurred therein by such successful party.

11. **Severability**. The invalidity of any portion of this Agreement shall not affect the validity of the remaining provisions, which remaining provisions shall remain in full force and effect.

12. **Further Assurances**. Grantor and Grantee each agree to execute any and all other documents and to take any further actions as may be reasonably requested by the other in furtherance of the transactions contemplated by this Agreement.

13. **Cancellation**. Notice is hereby given that the provisions of Ariz. Rev. Stat. § 38-511 are applicable to this Agreement and are hereby incorporated herein as though set forth in its entirety.

14. **Disclosure**. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be disclosed to any board, official, officer, party or person as Buyer or its counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

15. **Budget Law**. This Agreement is subject in all respects to the provisions of Ariz. Const. Art. IX § 5, Ariz. Rev. Stat. 42-17106, and applicable Arizona common law.

[EXECUTION PAGE FOLLOWS]

AVENTURA APARTMENTS LLC, a Washington limited liability company

By: PrivatePortfolio Group LLC, its manager

By: Almon Investment Group LLC, its manager

By: Melanie Brock
Name: Melanie Brock
Its: Authorized Agent

State of Arizona

County of Maricopa

Be it remembered that on this 9th day of September, 2015, before me a notary public in and for the county and state aforesaid, came Melanie Brock, an Authorized Agent of Almon Investment Group LLC, the manager of PrivatePortfolio Group LLC, the manager of **AVENTURA APARTMENTS LLC**, a Washington limited liability company, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Rachel A Ochoa
Notary Public

(SEAL)

Notary Public State of Arizona
Maricopa County
Rachel A Ochoa
My Commission Expires 10/31/2018

My commission expires: 10/31/18

2439911.4 8/31/2015

CITY OF AVONDALE, ARIZONA, an Arizona municipal corporation

By: _____
Name: _____
Its: _____

State of Arizona

County of Maricopa

Be it remembered that on this _____ day of _____, 20___, before me a notary public in and for the county and state aforesaid, came _____, a _____ of **CITY OF AVONDALE, ARIZONA**, an Arizona municipal corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

_____
Notary Public for the State of Arizona

(SEAL)

My commission expires: _____

EXHIBIT A

(Grantor Property)

LOT 1, OF 103RD AVENUE AND MCDOWELL ROAD, ACCORDING TO BOOK 605 OF MAPS, PAGE 12, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXHIBIT B

(EASEMENT AREA AND TEMPORARY AREA)

[ATTACHED]

EASEMENT AREA
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, BEING A PORTION OF LOT 1 OF THE FINAL PLAT OF 103RD AVENUE AND MCDOWELL ROAD, AS RECORDED IN BOOK 605 OF MAPS PAGE 12 OF THE OFFICIAL RECORDS OF MARICOPA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32 BEING A CITY OF PHOENIX BRASS CAP IN HANDHOLE FROM WHENCE THE SOUTHWEST CORNER THEREOF, A CITY OF PHOENIX BRASS CAP IN HANDHOLE, BEARS SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST A DISTANCE OF 2637.76 FEET, AS A BASIS OF BEARING;

THENCE SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 632.04 FEET;

THENCE DEPARTING FROM SAID SOUTH SECTION LINE, NORTH 01 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 58 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 92.00 FEET;

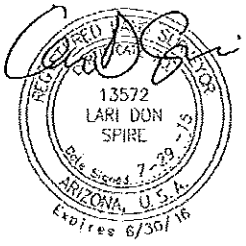
THENCE DEPARTING FROM SAID LINE, NORTH 24 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 15.48 FEET;

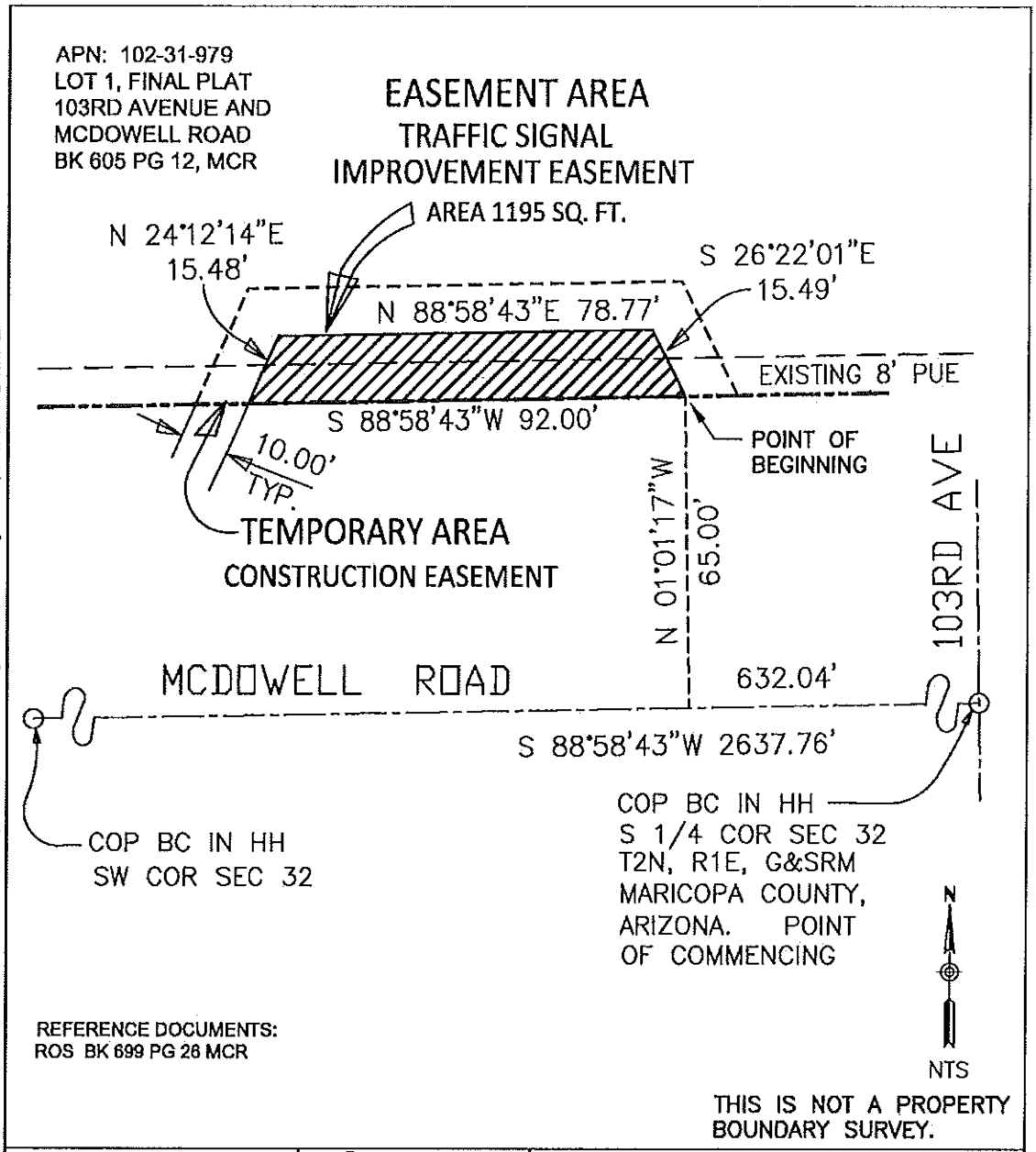
THENCE NORTH 88 DEGREES 58 MINUTES 43 SECONDS EAST, 78.77 FEET;

THENCE SOUTH 26 DEGREES 22 MINUTES 01 SECONDS EAST, 15.49 FEET TO THE TRUE POINT OF BEGINNING;

SAID EASEMENT AREA CONTAINS 1195 SQUARE FEET OR 0.027 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.





Dibble Engineering

Dibble Engineering
Project No1015033.01

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13572
LARI DON
SPIRE
Date Signed 7-29-15
ARIZONA, U.S.A.
Expires 6/30/16

EASEMENT AREA EXHIBIT
TRAFFIC SIGNAL IMPROVEMENTS
EASEMENT

DATE: 7-29-15
DRN: LDS
CHK: CSD

CITY OF AVONDALE
ENG-15-0126

PAGE 3 OF 3

FILE:C:\Users\larkspire\Documents\Spire COA Projects - temp local copies\Park10 - main event\Dibble 8X11PLSH - Traffic Signal Easement COMB.dwg DATE:Jul. 30 2015 TIME: 09:47 am

Category Number:
Item Number: 5

CITY COUNCIL AGENDA

SUBJECT:
Medical Services Update

MEETING DATE:
10/5/2015

TO: Mayor and Council

FROM: Paul Adams, Chief of the Fire and Medical Department

THROUGH: David Fitzhugh, City Manager

PURPOSE:
To provide Mayor and Council an update on the provision of medical services to the community and obtain feedback regarding the development of an application to the Arizona Department of Health Services for a certificate of necessity to provide ambulance transport services. This item is for information, discussion and council direction, no action is required.

BACKGROUND:
Fire departments across the country, including the City of Avondale, have provided out-of-hospital medical care to their respective communities since the mid-1970's. The level of care has ranged from a basic level of emergency first response, to paramedic level advanced life support first response to full response and ambulance transport capability. The Avondale Fire and Medical Department provides advanced life support first response and maintains two paramedics on each engine company. Patient transport is provided through an agreement with a private sector ambulance provider.

In Arizona the ability to provide any level of out-of-hospital medical care is governed by the Arizona Department of Health Services (ADHS). ADHS is responsible for the licensing of emergency medical technicians and paramedics and for the review and issuance of certificates of necessity (CON) to operate an ambulance. An approved CON is required before any entity may engage in the transport of patients to a hospital.

Until just recently the primary provider of ambulance transport was Rural/Metro Corporation (also operating as Southwest and/or PMT ambulance). The notable exceptions were the City of Phoenix and several fire districts who held their own ambulance CON. Rural/Metro's bankruptcy filing in late 2014 caused a number of cities in Maricopa County to initiate the CON application process and to date CON's have been awarded to Surprise, Mesa, and Superstition Fire and Medical (Apache Junction). Applications are still pending for Peoria, Tempe, Buckeye, Gilbert, Queen Creek, and Sun City and other jurisdictions are still considering whether or not to initiate the CON application process. Glendale initially applied for a CON but has since withdrawn that application for a variety of reasons. In January a CON was approved for American Medical Response (AMR), who is one of the largest private providers of ambulance services in the country, to operate in Maricopa County.

The adoption of the affordable care act in 2010 has caused departments across the country, including the City of Avondale, to look at the way in which they provide out-of-hospital medical care in an entirely new light. We are beginning to see new services, new partnerships and new service levels and deployment methodologies all with the goals of improved service delivery to the

community while reducing health care costs. While many of these programs are still in the pilot stage they are already demonstrating improved effectiveness, healthcare cost savings and potential reimbursement opportunities.

DISCUSSION:
The purpose of this item is to have an open discussion with the Mayor and Council regarding the provision of out-of-hospital medical care to the citizens of of Avondale and the role the fire and medical department should have in the provision of that care. General topics of discussion will include:

- What is out-of-hospital medical care and why is it important
- The impact of the affordable care act
- The role (past, present and future) of fire and medical departments in providing health care
    - current pilot projects in the valley
    - potential reimbursement opportunities
- The role of the Arizona Department of Health Services
- The role of private ambulance services
- The impact of the Rural/Metro bankruptcy
- The potential acquisition of Rural/Metro by AMR and its impact
- What is a CON and why is it important
- The desire of the Avondale Fire and Medical Department to begin the CON application process
- Future steps

BUDGET IMPACT:
There is no budgetary impact associated with this item at this time.

RECOMMENDATION:
This item is for information, discussion and council direction. No action is required.