

CITY COUNCIL AGENDA

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

WORK SESSION
October 15, 2007
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 AMENDMENT - DESIGN/BUILD AGREEMENT - ESTRELLA MOUNTAIN COMMUNITY COLLEGE MINI BUS CENTER PROJECT

Staff will update the City Council on the amendment to the Design-Build Agreement with Hunter Contracting Co. For information, discussion and direction.

3 GRAFFITI ORDINANCE REVISION

Staff will update the City Code on a proposal to restrict access to spray paint and other implements used to deface property. For information, discussion and direction.

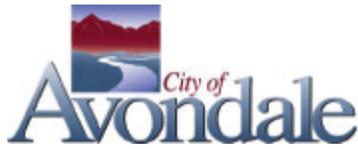
4 ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink that reads "Linda M Farris".

Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.



CITY COUNCIL REPORT

SUBJECT:

Amendment - Design/Build Agreement - Estrella
Mountain Community College Mini Bus Center Project

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Jess Segovia, Transit Program Administrator (623-333-1030)

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will update the City Council on the amendment to the Design-Build Agreement with Hunter Contracting Co. (HCC) to include the addition of \$1,709,258.31, the Guaranteed Maximum Price (GMP), for the construction of the Estrella Mountain Community College (EMCC) Mini Bus Center and parking lot (Attachment A). The cost of the pre-construction design services, which included the design of the Mini Bus Center, adjacent Parking Lot and Landscaping, is \$233,240. The total cost of this project (design and construction) will not exceed \$1,942,498.31. The original cost of this project was estimated at \$1.7 million. Staff is seeking City Council's approval to amend the Design-Build Agreement with Hunter Contracting Co. (HCC) to include the addition of \$1,709,258.31, the Guaranteed Maximum Price (GMP), for the construction of the Estrella Mountain Community College (EMCC) Mini Bus Center and parking lot (Attachment A). The cost of the pre-construction design services, which included the design of the Mini Bus Center, adjacent Parking Lot and Landscaping, is \$233,240. The total cost of this project (design and construction) will not exceed \$1,942,498.31. The original cost of this project was estimated at \$1.7 million.

BACKGROUND:

In 2005, the City of Avondale approached Maricopa County Community College District to install a bus stop shelter on the EMCC campus. Initial review of the project estimated the cost at \$190,000. On November 24, 2005, City Council approved an Intergovernmental Agreement with Maricopa County Community College District, on behalf of Estrella Mountain Community College, for an amount not to exceed \$190,000 (Attachment B). Maricopa County Community College District was unable to contribute any funding to the project at that time.

In August 2006, Staff completed a conceptual design that was consistent with existing artistic design elements on campus. This design incorporated a butterfly theme, which included colorful shade features and contemporary seating. The design and construction of the concept Mini Bus Center was then estimated to cost \$850,000. The increase in the design and construction estimate can be attributed to the design concept and rising construction costs. Shortly thereafter, Maricopa County Community College District committed \$850,000 for the design and construction of a parking lot adjacent to the Mini Bus Center.

The City released a Request for Statements of Qualifications for the Design/Build Services of the EMCC Mini Bus Center Project in November 2006 (Attachment A, Exhibit E). The City received a response from Hunter Contracting Co. and Kiewit. On May 7, 2007, the selection team, consisting of City and EMCC staff, received Council's approval to award the contract to Hunter Contracting Co. based on their written proposal (Attachment A, Exhibit F), interview and experience working on transit-related projects.

During the final design process, shade and wind elements were incorporated into the scope of the project. The final design reflects the use of green screens to increase shade and wind protection, while adding a "Green" element to the project (Attachment C). In October 2007, EMCC requested the addition of a right turn lane leading into the proposed parking lot. EMCC has increased their financial contribution to this project to

\$875,000.

DISCUSSION:

The contract with HCC consists of two separate agreements. The first agreement was for the Pre-construction Design services, which cost of \$233,240 (Attachment A, Exhibit I).

The second agreement in this contract is for Construction Services. Hunter Contracting Co. has submitted a Guaranteed Maximum Price (GMP) for construction services in the amount of \$1,709,258.31; \$242,498.31 more than early estimates. The initial cost estimate of construction was \$1,466,760. The additional \$242,498.31 includes approximately \$172,000 in landscaping/shelter materials and labor, and \$70,000 in miscellaneous allowances. The total cost of the project is now \$1,942,498.31 (Attachment D).

Under the terms of the Intergovernmental Agreement with the Maricopa County Community College District, the City of Avondale will continue to be responsible for providing the bid process and securing and managing the design-build contract with HCC.

The City of Avondale will contribute no more than \$1,067,498.31 towards the design and construction of the Mini Bus Center, walkway and landscaping. Maricopa County Community College District will be responsible for any and all costs associated with the design and construction of the adjacent parking lot, turn lane and other shared expenses (\$875,000). The walkway between the EMCC campus and Bus Center will be shared by both parties. The City will invoice Maricopa County Community College District immediately upon receipt of invoices from the selected design-construction company.

Estrella Mountain Community College will be responsible for maintaining the site once the project is complete. Bus Service will continue to be provided by the City of Avondale through an Intergovernmental Agreement with the City of Phoenix. There are currently two transit routes that serve EMCC; Route 41 (Indian School Road) and Route 131 (START).

BUDGETARY IMPACT:

The City of Avondale is using \$400,000 in Federal Transit Administration (FTA) Capital Assistance Grants to be used on this project. In addition, the City has received over \$425,000 in Local Transportation Assistance Funds (LTAF II), which will be used as the local match requirement to the FTA Federal funding. The City is obligated to spend these funds in a timely manner.

City of Avondale		Estrella Mountain Community College
FTA Grant	\$400,000	
LTAF II Grant	\$405,728	
Matching Funds	\$261,770	
Subtotal	\$1,067,498	
		\$875,000
PROJECT TOTAL	\$1,942,498	

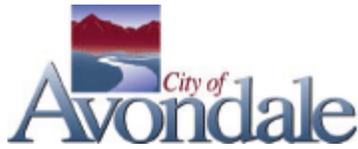
RECOMENDATION:

For information, discussion and direction only.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Graffiti Ordinance Revision

MEETING DATE:
October 15, 2007

TO: Mayor and Council
FROM: Pam Altounian
THROUGH: Charlie McClendon, City Manager

PURPOSE:

To update the City Code on a proposal to restrict access to spray paint and other implements used to deface property. Revisions will include enforcement provisions.

BACKGROUND:

City Code 15-21 currently has provisions dealing with the sale and possession of spray paint. However, the current provisions do not address limiting direct over the counter access to spray paint, markers and other implements used to deface property with graffiti.

DISCUSSION:

Many municipalities have found that by restricting access to these graffiti implements, the incidence of graffiti tagging is somewhat reduced. Enforcement of the restricted access provisions is best accomplished by making this a civil offense and one that can be enforced by the Code Enforcement Division

The proposed revisions will also update the list of implements and provide definitions, which will enhance enforcement efforts.

BUDGETARY IMPACT:

None.

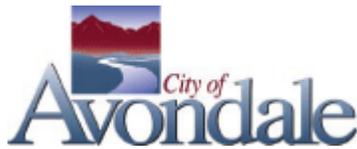
RECOMENDATION:

For review, discussion and direction.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL AGENDA

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

REGULAR MEETING
October 15, 2007
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

- The Council will consider a resolution honoring Representative John Nelson and certificates of appreciation for other state legislators. The Council will take appropriate action.**

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

- a. Regular meeting of September 17, 2007
- b. Work Session of September 17, 2007

b. SPECIAL EVENT LIQUOR LICENSE - AMERICAN LEGION POST 61 - BILLY MOORE DAYS CELEBRATION

Staff is requesting that Council consider a special event liquor license for the American Legion Post #61, 35 North 8th Street, Avondale, Arizona for October 27, 2007 to be used in conjunction with Billy Moore Days Celebration. The Council will take appropriate action.

c. LIQUOR LICENSE - GAME TIME SPORTS GRILL LLC

Staff is requesting that the City Council consider a request by Mr. Randy Nations for a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors at Game Time Sports Grill, 1729 North Dysart Road Suite 107-109, Avondale. The Council will take appropriate action.

d. FINAL PLAT FOR RILEY PROPERTY

The Council will consider final plat approval for the Riley Property subject to conditions of approval, 9.95 acres location on the northwest corner of 10th Street and Western Avenue. The Council will take appropriate action.

e. AMENDMENT NO. 1 - PROFESSIONAL SERVICES AGREEMENT - DYETT & BHATIA - CITY CENTER SPECIFIC AREA PLAN

Staff is requesting that the City Council approve Amendment No. 1 to the Professional Services Agreement with Dyett & Bhatia for the City Center Specific Area Plan in the amount of \$72,957, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council

will take appropriate action.

f. PURCHASE CONTRACT - FLUORESCO LIGHTING AND SIGNS INDUSTRIES - LIGHTED STREET NAME SIGNS REPLACEMENT

Staff is requesting that the City Council award a purchase contract to Fluoresco Lighting and Signs Industries (Fluoresco) to manufacture and install lighted street name signs at four (4) intersections in the amount of \$99,051 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. CONTRACT FOR DRILLING AND INSTALLATION OF WELLS 22 AND 25

Staff is requesting that the Council award a contract to Beeman Drilling for the purpose of drilling and installing wells 22 and 25 for an amount not to exceed \$971,728 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 2696-1007 GRANTING A PARTIAL TERMINATION OF THE PREANNEXATION AGREEMENT FOR ROOSEVELT PARK FOR THE PURPOSE OF A SALT RIVER PROJECT IRRIGATION EASEMENT DEDICATION.

The City Council will consider a resolution granting a partial termination of the preannexation agreement for Roosevelt Park for the purpose of a Salt River Project Irrigation Easement dedication, and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 2693-1007 AMENDING COUNCIL RULES OF PROCEDURE - SELECTION OF VICE MAYOR

The City Council will consider a resolution amending Section 14 of the Council Rules of Procedure relating to the selection of a Vice-Mayor. The Council will take appropriate action.

j. RESOLUTION 2692-1007 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT - MARICOPA COUNTY – TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT INDIAN SCHOOL ROAD AND EL MIRAGE ROAD

The Council will consider a resolution authorizing an intergovernmental agreement with Maricopa County for Traffic Signal and Intersection Improvements at Indian School Road and El Mirage Road and authorizing the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 2691-1007 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT - MARICOPA COUNTY – TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT INDIAN SCHOOL ROAD AND WESTWIND PARKWAY

The City Council will consider a resolution authorizing an intergovernmental agreement with Maricopa County for traffic signal and intersection improvements at Indian School Road and Westwind Parkway and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 2695-1007 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AVONDALE AND FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR COST SHARING DRAINAGE IMPROVEMENTS ON CENTRAL AVENUE AND ELM LANE

The Council will consider a resolution authorizing an intergovernmental agreement with Flood Control District of Maricopa County allowing payment of \$1,000,000 from FCDMC to the City of Avondale for cost sharing drainage improvements on Central Avenue and Elm Lane. The Council will take appropriate action.

m. RESOLUTION 2694-1007 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR BRIDGE INSPECTIONS

The City Council will consider a resolution authorizing an intergovernmental agreement with the Arizona Department of Transportation for the inspection of city bridges, and authorizing the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate

action.

n. RESOLUTION 2688-1007 AUTHORIZING THE DECLARATION OF A NOTICE OF INTENTION TO INCREASE WATER USER CHARGES OR RATE COMPONENTS.

The Council will consider a resolution authorizing a notice of intent to increase water and wastewater rates or rate components. The Council will take appropriate action.

o. ORDINANCE 1270-1007 ACCEPTING RIGHT-OF-WAY - 128TH AVENUE SOUTH OF ILLINI STREET.

The Council will consider an ordinance accepting the dedication of right-of-way by Mr. Perez for 128th Avenue south of Illini Street and authorizing the Mayor or City Manager, and the City Clerk to execute the appropriate documentation. The Council will take appropriate action.

p. ORDINANCE 1271-1007 GRANTING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT

The Council will consider an ordinance granting an irrigation easement to the Salt River Project at 111th Avenue and Van Buren Street and at Roosevelt Parkway and Van Buren Street for the Roosevelt Park 2 subdivision. The Council will take appropriate action.

5 PUBLIC HEARING AND ORDINANCE 1273-1007 - FOR AVONDALE CROSSING REZONING (Z-07-2)

The Council will hold a public hearing and will consider an ordinance rezoning approximately 28 acres from AG (Agriculture) to PAD (Planned Area Development) located on the northeast corner of El Mirage Road and W. Corporate Drive. The Council will take appropriate action.

6 PUBLIC HEARING AND ORDINANCE - CONTINUATION - HILLCREST REZONING - Z-06-12

City Staff is requesting that Council continue the Public Hearing and ordinance for rezoning from AG and R5 to PAD for Hillcrest. The Council will take appropriate action.

7 PUBLIC HEARING AND ORDINANCE 1272-1007 - PAPAGO COMMERCE CENTER REZONING (Z-07-5)

The Council will hold a public hearing and will consider an ordinance rezoning from AG (Agriculture) to PAD (Planned Area Development) approximately 11 acres located at the southeast corner of El Mirage Road and Interstate 10. The Council will take appropriate action.

8 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (3) for discussion and consultation for legal advice with the city attorney regarding project development agreements and (ii) pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's attorney in order to consider its position and instruct the City's attorney regarding the Council's position regarding negotiations for acquisition of the Rigby Water Company.

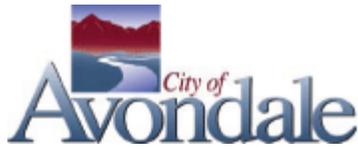
9 ADJOURNMENT

Respectfully submitted,



Linda Farris, CMC
City Clerk

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CITY COUNCIL REPORT

SUBJECT:

Resolution 2690-1007 honoring John Nelson

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Shirley Gunther

THROUGH: Charlie McClendon, City Manager

PURPOSE:

For the City Council to honor and recognize State Legislators from Districts 12, 13 and 23 for their support and legislative appropriation of funds to Interstate 10.

BACKGROUND:

During the 2007, First Regular Session of Forty-eighth Legislature, Legislators representing Districts 12, 13 and 23 consistently supported legislative efforts to amend state law to allow for interest costs associated with accelerating a federal highway to be reimbursable to local entities. Furthermore, the members of these districts unanimously supported HB 2793 establishing the transportation acceleration interest reimbursement account and appropriating \$10,000,000 to the account.

Legislative Members who supported the legislation included:

District 12

Senator Robert Blendu

Representative John Nelson

Representative Jerry Weiers

District 13

Senator Richard Miranda

Representative Steve Gallardo

Representative Martha Garcia

District 23

Senator Rebecca Rios

Representative Barbra McGuire

Representative Pete Rios

In June 2006, the Arizona state legislature passed the Statewide Transportation Acceleration Needs (STAN) account which provided over \$300,000 million for accelerating highway projects across the state. Of that amount, the MAG region received \$190 million. The new law specified that STAN funds could be used for: materials and labor, acquisitions of rights-of-way for highway needs, design and other engineering services and other directly related costs.

Unfortunately, the Avondale/Goodyear sections of the I-10 were determined ineligible for STAN funds because these cities were seeking to use the funds for interest reimbursement and the legislation did not clearly indicate such reimbursement would be permissible. Some West Valley legislators understood the STAN to include interest reimbursement and were disappointed at the interpretation that it did not.

Therefore, Representative John Nelson sponsored HB 2562 and Senator Robert Blendu co-sponsored with the

intent of amending the law. While HB 2562 passed out of the House it was held in the Senate Rules Committee, the entire Avondale State Legislative delegation supported the measure at every level.

During the final days of the state budget negotiations, Representative John Nelson successfully negotiated the interest provision policy provisions and the sum of \$10million into the House Transportation Budget Reconciliation Bill (HB 2793). The bill was supported by all the members of Districts 12, 13, and 23 and passed the legislature and signed by Governor Napolitano as part of Laws 2007, Chapter 267.

RECOMENDATION:

Staff recommends that the City Council recognize and award the Avondale Legislative Delegation for their steadfast commitment to their constituents and the City of Avondale in legislatively appropriating funds necessary for the widening of Interstate 10 and to ensure the safety and economic benefits to the region. Further, staff recommends adoption of a resolution recognizing Representative John Nelson for his sponsorship of transportation acceleration interest reimbursement account provision which was passed the legislature and signed by the Governor during the First Regular Session of the Forty-eighth Legislature.

ATTACHMENTS:

Click to download

 [Resolution 2690-1007 John Nelson](#)

Resolution

No. 2690-1007

**A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA,
HONORING REPRESENTATIVE JOHN NELSON (DISTRICT 12) FOR HIS LEADERSHIP AND DEDICATED SERVICE
TO THE RESIDENTS OF THE CITY OF AVONDALE AND THE WEST VALLEY REGION.**

WHEREAS, Representative John Nelson representing the interests of his constituents, introduced legislation as the Primary Sponsor of HB 2562 with the purpose of amending the statewide transportation acceleration needs (STAN) account enabling legislation; and

WHEREAS, Representative John Nelson honored the commitment he made to the Mayor and Council of Avondale at the start of the 2007 Legislative Session and sought a legislative solution to funding improvements to Interstate 10, a federal highway located in the City of Avondale; and

WHEREAS, Representative John Nelson held a steadfast commitment to his constituents and the City of Avondale in advocating for the widening of Interstate 10 to ensure the safety and economic benefits to the region; and

WHEREAS, Representative John Nelson sponsored and successfully negotiated transportation acceleration interest reimbursement account provision and the sum of \$10,000,000 into the House Transportation Budget Reconciliation Bill (HB 2793).

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council of the City of Avondale, Arizona, hereby honors and thanks Representative John Nelson for his sponsorship of the transportation acceleration interest reimbursement account provision which included a \$10,000,000 appropriation and was passed by the Legislature and signed by the Governor during the First Regular Session of the Forty-eighth Legislature as part of Laws 2007, Chapter 267.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

Mayor Lopez Rogers

Vice Mayor Wolf

Council Member Lynch

Council Member Earp

Council Member Weise

Council Member Scott

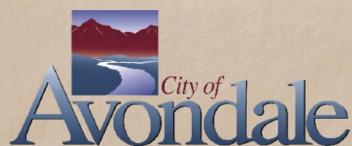
Council Member Buster

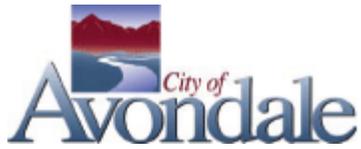
ATTEST:

APPROVED AS TO FORM:

Linda M. Farris, City Clerk

Andrew J. McGuire, City Attorney





CITY COUNCIL REPORT

SUBJECT:
Approval of Minutes

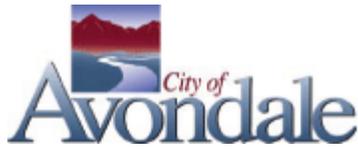
MEETING DATE:
October 15, 2007

TO: Mayor and Council
FROM: Linda Farris
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Special Event Liquor License - American Legion Post 61
- Billy Moore Days Celebration

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request for a special event liquor license from the American Legion Post #61, 35 North 8th Street Avondale, Arizona for October 27, 2007 to be used in conjunction with Billy Moore Days.

BACKGROUND:

The City Clerk's Office has received an application for a special event liquor license from Constant Parrish, representing the American Legion Post #61, to be used in conjunction with Billy Moore Days. This event will be held on Saturday, October 27, 2007 from 10:00 a.m. to 2:00 a.m., at the American Legion.

The required fees have been paid. City Staff met to review the application and determined that this applicant was not requesting any city support other than normal city services. Police and Fire Department Personnel have reviewed the application and are recommending approval. Their comments are attached.

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

- 1) The event will be open to the public.
- 2) Criminal history of the applicant - A background check of the representative, Ms. Constant Parrish, revealed no contact with the Avondale Police Department.
- 3) The event is a community celebration.
- 4) Security measures taken by the applicant - Police Department has reviewed the security plan and has stated that the applicant's plan will be sufficient.
- 5) & 6) All spirituous liquors will be dispensed as usual within the course of business.
- 7) Has this event created any neighborhood disturbances in the past three years - There is no history of any disturbances for this event.
- 8) Potential for problems in the neighborhood in terms of noise, hours and time of the event - All activities will be confined to the American Legion Building and no amplification will be used.
- 9) Length of the event - 16 hours.
- 10) Sanitary facilities available to the participants - Legion has facilities.
- 11) Is zoning appropriate - Zoning is A-1 General Industrial. Planning staff has indicated that the proposed use will not result in incompatible land uses.
- 12) Anticipated number of attendees - The anticipated total daily attendance is 300.
- 13) Nature of sound amplification system - none.
- 14) Traffic control measures will not be necessary per the Police Department.

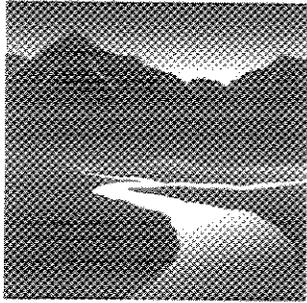
RECOMENDATION:

Staff is recommending that Council approve this special event liquor license application from the American Legion Post #61, 35 North 8th Street Avondale, Arizona for October 27, 2007.

ATTACHMENTS:

Click to download

-  [City Application](#)
-  [State Application](#)
-  [Comments](#)



City of
Avondale

**SPECIAL EVENT PERMIT
AND
SPECIAL EVENT LIQUOR
LICENSE APPLICATION**

NAME OF EVENT Billy Moore Celebration
EVENT DATE (S) October 27, 2007
EVENT LOCATION American Legion

Date Received: _____



City Clerk's Department
 11465 W. Civic Center Drive Suite 200
 Avondale, Arizona 85323
 Phone: 623-333-1200 Fax: 623-333-0120

Special Events Permit and Special Event Liquor License Application

Date of Application: _____ Permit Application #: _____

This application MUST be submitted a minimum of 60 days prior to the event.

All applicants will be charged facility rental fees as appropriate and are expected to fully reimburse the City for all services related to event production which may include, but are not limited to; police, fire/EMS, park and facility maintenance, field services, sanitation, engineering, site supervisors, and all necessary permit fees including: special event liquor, tents, generators, parades, fireworks, barricades, carnival, exhibition/tradeshow, street festivals, and haunted houses. It is expected that all applicants have their events removed and areas reopened the following day.

A comprehensive site plan including entrances to the event, location of fences (including type and height), stage, sound amplification systems, tents, cooking areas, portable restrooms or permanent restroom facilities, generators, carnival or amusement rides, fireworks, parking areas, entrances to areas for alcohol consumption, alcohol service areas, security check areas, street or alley closures, location of emergency medical services, parade routes, and all other special features that may apply, must accompany this application. The plan must also include traffic flow and controls.

SECTION 1: APPLICANT INFORMATION

Constant Parrish
 Name of applicant / Must be on site during the event

(623) 932-4960 _____
 Phone Number Fax Number

(623) 936-6916 _____
 Phone Number Pager Number

35 N. 8th St.
 Business Address

Avondale, Arizona 85323
 City, State, Zip

 E-Mail Address

American Legion Post #61
 Corporation/Organization Name or D.B.A.

Describe methods that will be used to identify attendees under the age of 21 and ensure they are not served alcohol?

BARTENDERS TO CHECK & ACCEPT ONLY LEGAL FORMS OF IDENTIFICATION!

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

BARTENDER ARE THE ONLY INDIVIDUALS WITH ACCESS TO THE ALCOHOL

Will more than 50% of the event's gross revenues be derived from alcohol sales? Yes No

Type of alcohol to be served: Beer Wine spirituous liquor

How will the alcohol be served?

glasses bottles Plastic Containers disposable cups cans

How will alcohol be obtained? PURCHASED FROM RECOGNIZED DISTRIBUTORS

Has the applicant been convicted of a felony in the past five years? Yes No

If yes, please provide a detailed explanation including dates, nature, location and disposition.

Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended? Yes No If yes, please explain:

Has a similar event been held in the City of Avondale in the last three years and if so, has it created any neighborhood disturbances? Yes No

If yes, please give specific information including event, dates and nature of disturbance.

Sound System

N/A

EVENT SECURITY

**The City of Avondale only allows security companies that are licensed and bonded in the State of Arizona.*

Will private security be used at the event? Yes No

If yes, provide name of company _____

Will the event be requesting off-duty Avondale Police Officers? Yes No

FEES

The fee for a Special Event Liquor License is \$25.00 per event day and must accompany this application - this is in addition to the State's fee.

CERTIFICATION

I hereby certify that I am the applicant filing this application as listed in Section 1 and the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the application. Intentional omissions or falsification of information is sufficient grounds for denial of the application and subsequent revocation of the permit. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from the conduct of the applicant, sponsor or promoter, their employees, suppliers, vendors or agents, or any of their guests, invitees or licensees with regard to the event applied for. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorney's fees and court costs, resulting from any facility, park or lake closure due to inclement weather, an issued warning or other emergency situation. In such an instance, I understand that all event participants must follow the City's guidelines and procedures for lake/facility evacuation and that this event is being held inside the City limits and all City rules and regulations apply. I also understand that the City reserves the right to determine that park facilities are unusable as a result of inclement weather.


Applicant's Signature

27 Sep 07
Date

Please submit application to:
City Clerk's Department
11465 W. Civic Center Drive, Suite 200
Avondale, Arizona 85323

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

DEPT USE ONLY
LIC#

**APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT

1. Name of Organization: AMERICAN LEGION POST 61

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0171489

3. The organization is a: (check one box only)

- Charitable
- Fraternal (must have regular membership and in existence for over 5 years)
- Civic
- Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? BILLY MOORE CELEBRATION

5. Location of the event: 35 W 8th St AVONDALE AZ MARICOPA 85323
Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: PARRISH CONSTANT JOY 9/5/42
Last First Middle Date of Birth

7. Applicant's Mailing Address: 35 W 8th St AVONDALE AZ 85323
Street City State Zip

8. Phone Numbers: (602) 9324960 (623) 9326916 _____
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>Oct 27, 2007</u>	<u>Sat</u>	<u>10 AM</u>	<u>2 AM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of
Alcoholic Beverage Sales.**

Name	Address	Percentage
AMERICAN LEGION POST 61	35 N. 8th St. AVONDALE AZ 85323	100%

(Attach additional sheet if necessary)

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

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

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

2 # Police Fencing
2 # Security personnel Barriers

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

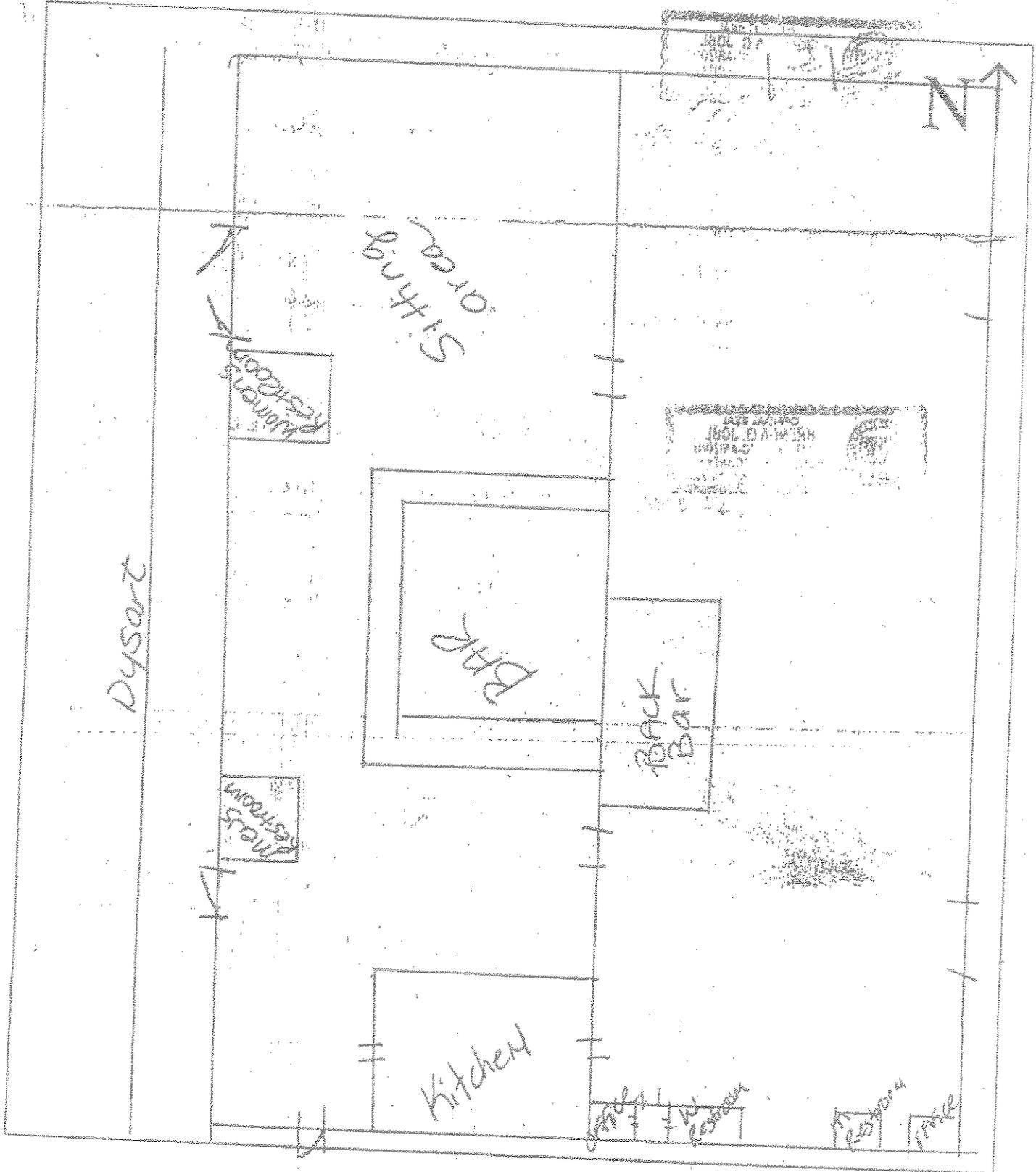
(ATTACH COPY OF AGREEMENT)

AMERICAN LEGION POST 61 (623) 9324960
Name of Business Phone Number

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

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

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



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

18. I, FRANK WHITTEN, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x Frank Whitten ADJUTANT 9/26/07 623-872-0886
(Signature) (Title/Position) (Date) (Phone #)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

My Commission expires on: _____
(Date) (Signature of NOTARY PUBLIC)

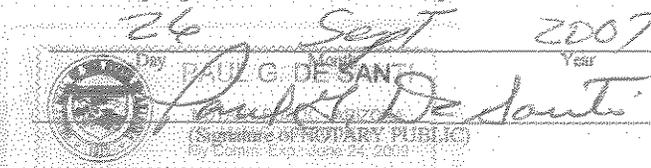
THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, CONSTANT JOY PARRISH, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

x Constant Joy Parrish State of AZ County of MARICOPA
(Signature) The foregoing instrument was acknowledged before me this

26 Sept 2007
Day Month Year

My commission expires on: 6-24-09
(Date)



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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)



CRANDALL-PALMER POST No. 61 THE AMERICAN LEGION



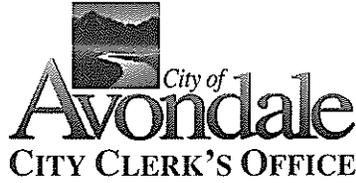
35 N. 8th Street (Dysart Rd.) • Avondale, AZ 85323-2413 • Telephone (623) 932-4960

Arizona Department of Liquor Licenses and Control
800 W Washington
Phoenix, Arizona 85007

Crandall-Palmer Post # 61, The American legion, located at 35 N. 8th Street, Avondale, Arizona 85323, agrees to suspend their liquor license during the hours of 10:00 AM – 2:00 AM on Saturday, October 27th.

Thank you,

Constant Joy Parrish
Club Steward



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: CONSTANT PARRISH

ORGANIZATIONS NAME: AMERICAN LEGION #61

EVENT ADDRESS: 35 NORTH DYSART ROAD

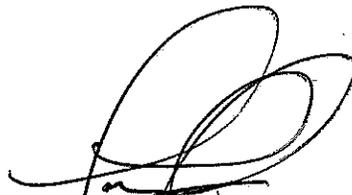
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: BILLY MOORE DAYS CELEBRATION 2007

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE


TITLE



DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 15, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 5, 2007**

CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: CONSTANT PARRISH

ORGANIZATIONS NAME: AMERICAN LEGION #61

EVENT ADDRESS: 35 NORTH DYSART ROAD

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

PURPOSE OF EVENT: BILLY MOORE DAYS CELEBRATION 2007

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



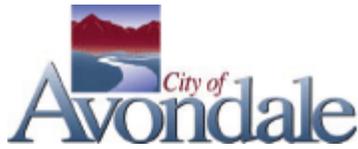
SIGNATURE

Asst. Fire Marshal

TITLE

10/9/07

DATE



CITY COUNCIL REPORT

SUBJECT:
Liquor License - Game Time Sports Grill LLC

MEETING DATE:
October 15, 2007

TO: Mayor and Council
FROM: Linda Farris, City Clerk (623) 333-1211
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The City Clerk's Office has received an application for a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors from Mr. Randy Nations, Game Time Sports Grill, 1729 North Dysart Road, Suite 107-109, Avondale, Arizona.

This is a new license. The required fee of \$1,100.00 has been paid.

As required by state law and city ordinance, the application was posted from September 17, 2007 through October 6, 2007 and a notice was published in the West Valley View on October 9, 2007 and October 12, 2007. No comments were received.

The Arizona Department of Liquor License and Control has accepted this application as submitted as complete.

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

RECOMENDATION:

Staff recommends that the City Council approve this request by Randy Nations, Game Time Sports Grill, 1729 North Dysart Road, Suite 107-109, Avondale, for a Series 16 (State 12) Restaurant license.

ATTACHMENTS:

Click to download

- [Application](#)
- [Comments](#)
- [Vicinity Map](#)
- [Pictures](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16, 17
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16, 17
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 15, 17 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER Explain _____

SECTION 3 Type of license and fees:

LICENSE #: 12077305

Department Use Only

1. Type of License: Series 12 2. Total fees attached: \$ _____

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

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

- P1062484
1. Applicant/Agent's Name: Mr. Nations Randy D.
(Insert one name ONLY to appear on license) Last First Middle
 2. Corp./Partnership/L.L.C.: Game Time Sports Grill LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
 3. Business Name: Game Time Sports Grill
(Exactly as it appears on the exterior of premises)
 4. Business Address: 1729 N. Dysart Rd. Suite 107-109 Avondale Maricopa 85323
(Do not use PO Box Number) City COUNTY Zip
 5. Business Phone: () Pending Residence Phone _____
 6. Is the business located within the incorporated limits of the above city or town? YES NO
 7. Mailing Address: PO Box 2502 Chandler Arizona 85244
City State Zip
 8. Enter the amount paid for a 06, 07, or 09 license: \$ _____ (Price of License ONLY)

DEPARTMENT USE ONLY					
Accepted by: <u>[Signature]</u>	Date: <u>9/6</u>	Lic. #: <u>12077305</u>			
Fees: <u>100</u>		<u>58⁰⁰</u>	\$	<u>158⁰⁰</u>	
Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

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

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

X _____ State of _____ County of _____
(Signature) The foregoing instrument was acknowledged before me this
 _____ day of _____
Day Month Year

My commission expires on: _____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

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

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
		<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO

If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

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

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

- CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*
- L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: Game Time Sports Grill LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 1/4/07 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1328533-3 Date authorized to do business in AZ: 1/9/07
5. Is Corp./L.L.C. non-profit? YES NO If yes, give IRS tax exempt number: _____

6. List all directors, / officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
Zozaya	Joseph		Member		
Orabuena	Eugene	John	Member		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
Zozaya	Joseph		50%	Same as above	
Orabuena	Eugene	John	50%	Same as above	

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

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

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Person to administer this license: _____
Last First Middle
- 2. Assignee's Name: _____
Last First Middle

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Current Business Address: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____ Last Renewal Date: _____
- 6. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete section 5, attach fee, and current license to this application.
- 9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

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

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

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Do not use PO Box Number) Address _____
3. License Type: _____ License Number: _____ Last Renewal Date: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: .1MI ft. Name of school: Tutor Time
(Regardless of distance) Address 1730 N. Dysart Rd. Avondale, Arizona 85323
2. Distance to nearest church: .5MI ft. Name of church: LDS Church
(Regardless of distance) Address 13277 W Thomas Rd. Goodyear, Arizona 85338
3. I am the: LESSEE SUB LESSEE OWNER PURCHASER (of premises)
4. If the premises is leased give lessors: Name SunCor Development
Address 80 E. Rio Salado Pkwy Tempe, Arizona 85281
- 4a. Monthly rental/lease rate \$ 8,100.00 What is the remaining length of the lease? 3 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Personal guarantee
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? \$ 0

Does any one creditor represent more than 10% of that sum? YES NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Restaurant
7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee, have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
License # _____ (Exactly as it appears on license) Name _____

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? YES NO If yes, give licensee's name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
- 3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
- 4. Do you understand that 40% of your gross revenue must be from food sales? YES NO

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your licensed premises:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas |
| <input type="checkbox"/> Drive-in windows | <input checked="" type="checkbox"/> Patio enclosures |
| <input type="checkbox"/> Service windows | <input type="checkbox"/> Under construction: estimated completion date _____ |

- 2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
- 3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

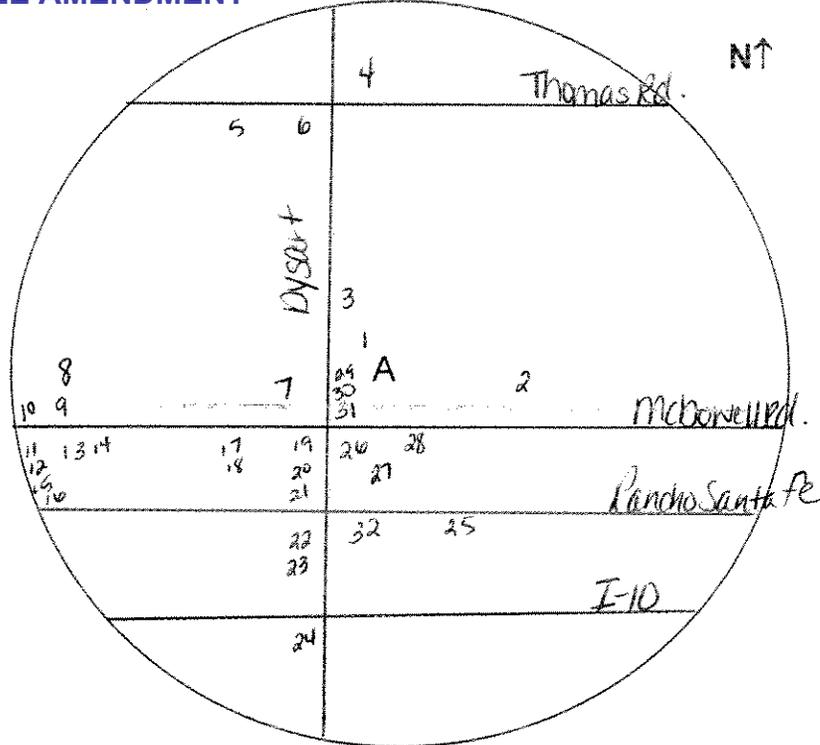
YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. Sprouts Farmers Market
2. La Petit Academy
3. Papa Murphy's
4. Fresh & Easy Neighborhood Market
5. LDS Church
6. CVS
7. Tutor Time
8. Kindercare
9. Black Angus
10. Applebee's
11. TGIF
12. On the Border
13. Target
14. Rosati's
15. Chili's

SEE AMENDMENT



A = Your business name and identify cross streets.

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

SECTION 17 Signature Block:

I, Randy D. Nations, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (Print name of APPLICANT/AGENT listed in Section 4 Question 1) (10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

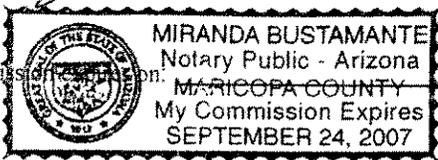
X *Randy D. Nations*
(Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

29th day of August 2007
Day Month Year

My commission expires on:



Miranda Bustamante
(Signature of NOTARY PUBLIC)

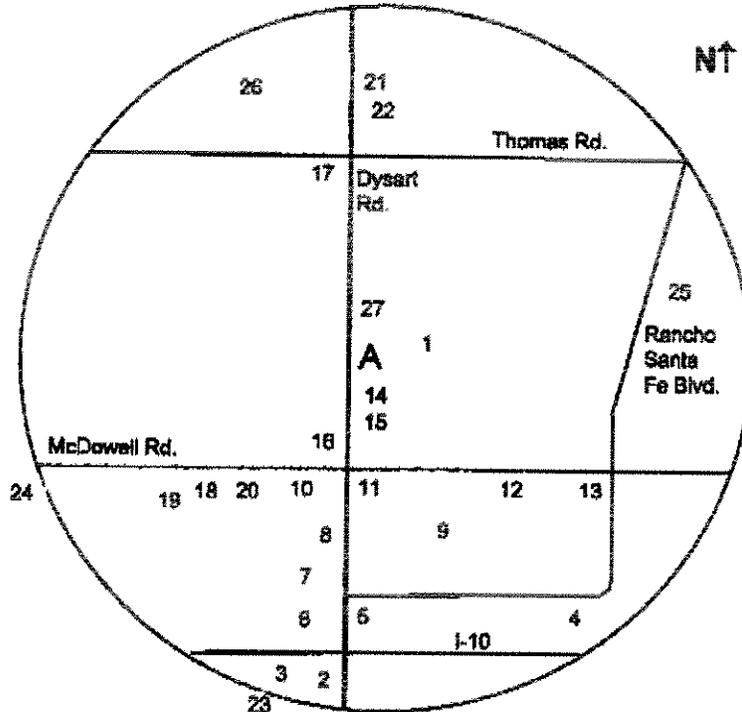
16. Ichi Ban
17. Buffalo Wild Wings
18. Manuel's
19. Streets of New York
20. Tomo Japanese Cuisine
21. Bill Johnson's Big Apple
22. Mimi's Café
23. Wingate
24. America's Best Value Inn & Suites
25. Walmart
26. Shell
27. Fry's
28. Palermo's Pizza
29. Johnny Carino's
30. NYPD Pizza
31. Pei Wei
32. 4 Sons Food Stores

SEE AMENDMENT

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. Sprouts
2. Black Bear Cafe
3. Crossroads Loungs
4. Walmart
5. 4 Sons Food Store
6. Mimi's Cafe
7. BBJ Johnson's Big Apple
8. Tomo Japanese Cuisine
9. Fry's
10. Streets of New York
11. Circle K
12. Polemo's
13. La Petite Academy
14. NYPD Pizza
15. Pei Wei Asian Diner
16. Tutor Time
17. CVS Pharmacy



NOT OCT 9 11:00 AM '07

A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, _____, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (Print name of APPLICANT/AGENT listed in Section 4 Question 1) (10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X _____
 (Signature)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

____ day of _____, _____
 Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

AMENDMENT

- 18. Buffalo Wild Wings
- 19. Mauels Mexican Food
- 20. Nakama Sushi
- 21. Fresh & Easy Neighborhood Market
- 22. Buffalo Wings & Rings
- 23. West Valley Assembly of God
- 24. Applebee's
- 25. Rancho Santa Fe Elementary
- 26. Palm Valley Elementary
- 27. Tasting's Wine Bar & Bistre

07 OCT 9 11:40 AM '07

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

HOTEL-MOTEL AND RESTAURANT LICENSES RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

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

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for all food sales.**
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Guest Checks
 - 4) Coupons/Specials
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns

12. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A R S §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

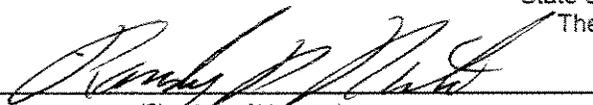
- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (print licensee name):

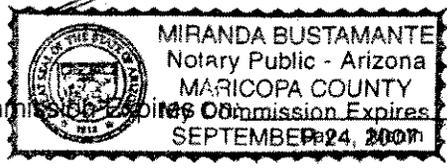
Nations
Last
Randy
First
D.
Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

X 
(Signature of Licensee)

29th day of August, 2007
Day Month Year



My commission expires _____ Year


(Signature of NOTARY PUBLIC)

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

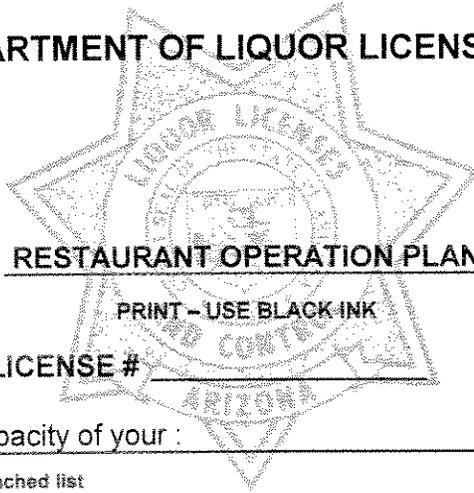
800 W Washington 5th Floor
 Phoenix AZ 85007-2934
 (602) 542-5141

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

RESTAURANT OPERATION PLAN

PRINT - USE BLACK INK

LICENSE # _____



1. List by Make, Model and Capacity of your :

Grill	See attached list
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter	
Other	
Other	
Other	

2. Print the name of your restaurant:

Game Time Sports Grill

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

4. List the seating capacity for:

- a. **Restaurant area** of your premises [150]
- b. **Bar area** of your premises [30]
- c. **Total area** of your premises [180]

5. What type of dinnerware and utensils are utilized within your restaurant?

- Reusable Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover)? Yes 10 % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 90 %

*Disabled individuals requiring special accommodations, please call the Department.

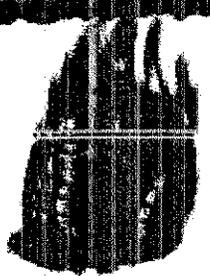


EQUIPMENT SCHEDULE

<u>LINE ITEM</u>	<u>MANUFACTURER PART ID</u>	<u>DESCRIPTION</u>
1	CYA MODEL C	CORNER DISH MACHINE UNIT
2	MOP SINK	BY OTHERS
3	WATER HEATER	BY OTHERS
4	TURBO MSF-49NM	2-DOOR FREEZER
5		WALK-IN COOLER 10'-8" x 12'-8" OD
6		S/S PREP TABLE WITH SINK
7	HOBART #2812 SLICER	SLICER
8	PITCO #35C	FRYER
9	THERMA-TEK TDM 36-6-1	6-BURNER W/ STANDARD OVEN
10	THERMA-TEK TC48RB	48" RADIANT BROILER
11	THERMA-TEK TC36GT	36" GRIDDLE
12	TRUE TRCB-79	CHEF BASE
13	HOOD	18'-6" OD EXHAUST HOOD
14	SUPREME HF-JE-120	3-WELL STEAM TABLE
15		36" x 30" S/S TABLE
16	McCALL PTA-3	PIZZA PREP TABLE
17	TURBO MSF-23NM	SINGLE DOOR FREEZER
18	EAGLE HSA-10-F	HAND SINK
19	HOSHISAKI # 1600SR13 SCOTTSMAN B#1600	CUBER HEAD W/ REMOTE ICE BIN
20	SODA MACHINE	BY OTHERS
21	BUNN #CR1FS	COFFEE BREWER
22	BUNN #TB3Q	ICED TEA BREWER
23	KROWNE #KR-18-18-BD	BLENDER STAND W/ SINK
24	KROWNE # 18-36-7	ICE BIN W/ COLD PLATE 36"
25	KROWNE # 18-36	ICE BIN 36"
26	TRUE T-36-GC	GLASS FROSTER
27	PERJICK #BC48	BOTTLE COOLER
28	KROWNE #18-6JC	3-COMP SINK
29	KROWNE #18-GS3G	36" DRAIN BOARD
30	TRUE T-36-GC	GLASS FROSTER
31	KROWNE #18-36	ICE BIN 36"
32	KROWNE #18-GS24	24" DRAIN BOARD
33	KROWNE #18-36-7	ICE BIN W/ COLD PLATE 36"
34	KROWNE #18-48	ICE BIN 48"
35	KROWNE #18-36	ICE BIN 36"
36	TURBO TBD-3SD	BEER DISPENSER
37	TURBO TBD-3SD	BEER DISPENSER
38	IMPERIN ISB-36	36" SALAMANDER/BROILER

Extra Innings

- Chocolate Brownie w/ Vanilla Ice Cream \$4.99
- Xango's Creamy cheesecake wrapped in a pastry torilla fried until flaky & golden, dusted w/ cinnamon & sugar served w/ vanilla ice cream. \$5.49
- Ice Cream w/ your choice of chocolate, strawberry, or caramel topping \$3.49



Beer Selection

BEER ON TAP	PINTS	PITCHERS	BOTTLED DOMESTICS	
Bud Light	\$3.25	8.50	Budweiser	\$3.00 Michelob Ultra \$3.00
Coors Light	\$3.25	8.50	Bud Light	\$3.00 O'Douls \$3.00
Bass Ale	\$4.50	14.00	Coors Light	\$3.00 Samuel Adams \$3.75
Fat Tire Amber Ale	\$4.00	12.50	Miller Lite	\$3.00 Honey Brown \$3.75
Mich Ultra	\$3.25	8.50	MGD	\$5.00
Kilt Lifter	\$3.75	12.50		
Miller Lite	\$3.25	8.50		
Blue Moon	\$3.75			



BOTTLED IMPORTS

Corona / Corona Lite	\$4.25	Amstel Light	\$4.25
Heineken	\$4.25	Guinness	\$4.75
Heineken Lite	\$4.25	Dos Equis Lager	\$4.25
Smirnoff Ice	\$4.25		

Wine Selection

Sidelines House Selection:
Chardonnay, Pinot Grigio, Shiraz, Cabernet and White Zinfandel and Merlot \$4.50/glass

Also Available:
Columbia Crest Chardonnay, Cabernet and Merlot \$6.00/glass \$18.50/bottle
Kendall Jackson Chardonnay \$7.00/glass \$20.00/bottle

Soft Drinks

Coke, Diet Coke, Sprite, Diet Sprite, Hi-C Lemonade, Mr. Pibb, Root Beer, Iced Tea, Coffee and Hot Tea \$2.25 (Free Refills)

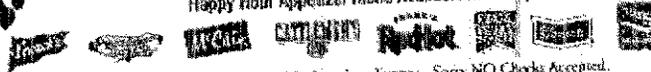
Happy Hour

Monday thru Friday 3-7pm

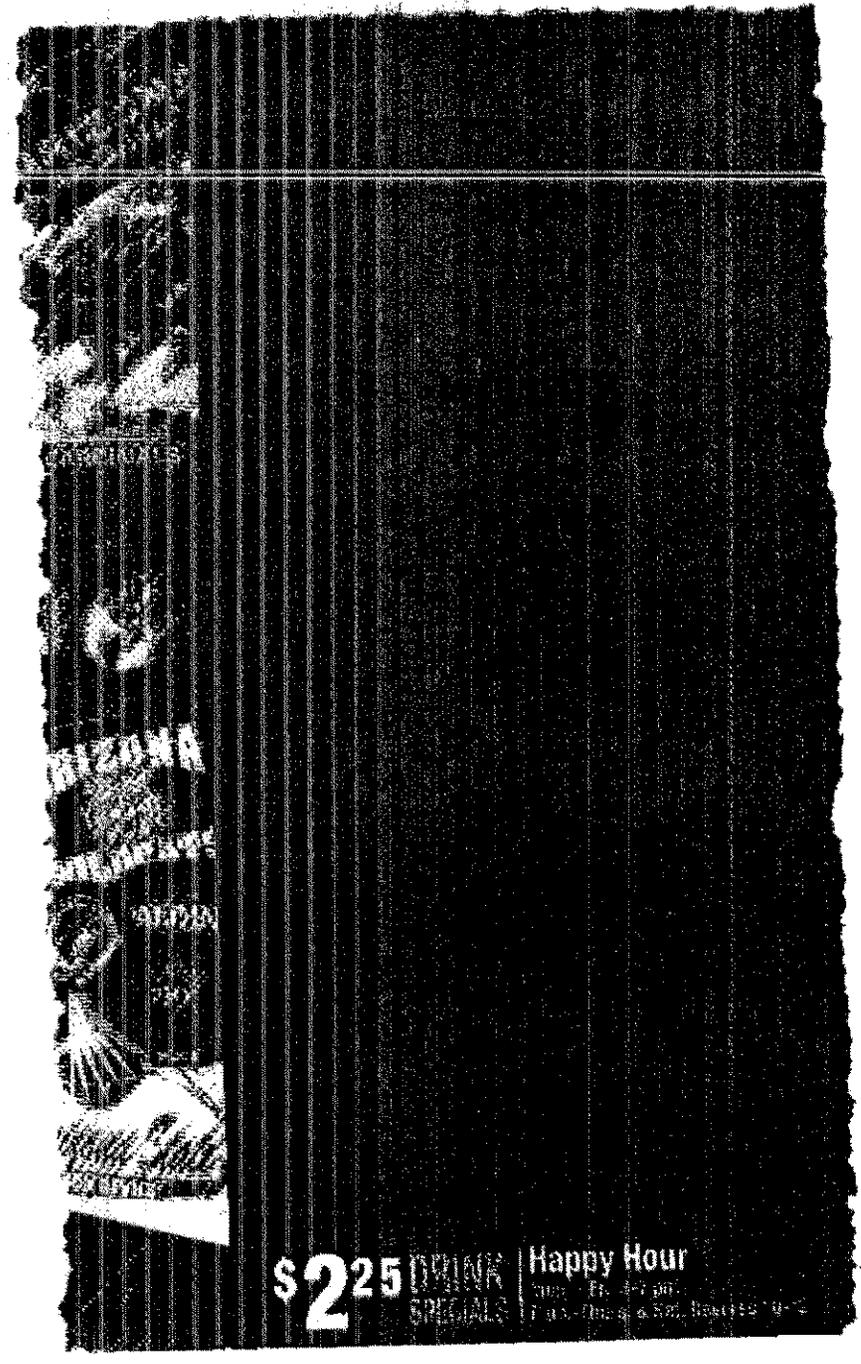
(Reverses 10-12) Mon. - Thurs. & Sat.

\$2.25 House Wine, Well Drinks, Domestic Longneck and Domestic Draft Beer

Happy Hour Appetizer Menu Available M-F 3-7pm



Sidelines Accepts Visa, Mastercard & American Express. Sorry NO Checks Accepted. *Automatic 15% Gratuity will be added to parties of 8 or more.



\$2.25 DRINK SPECIALS

Happy Hour

Mon. - Fri. 3-7pm
1705 - 1706 & 1707, Bayside, NY

Pre-Game

Sampler Platter

Mozzarella sticks, nachos, chicken wings, beer battered onion rings served with ranch and marinara sauce \$8.99

Sidelines Sliders (\$ per order)
Your choice of Blackened Ahi Tuna or Beef Mince Burgers topped with mayo & onions \$6.99
add cheese \$0.50

Chili Cheese Fries
A pile of golden fries topped with chili & smothered with cheddar cheese \$6.99

Popper Sampler
3 jalapeno poppers and 3 shrimp poppers \$6.99

Quesadilla
Fresh flour tortilla filled with cheddar-jack cheese, tomatoes, green onions, served w/ salsa & sour cream \$6.49 add chicken \$1.25

Marlee's Mozzarella Sticks
Six battered mozzarella cheese sticks served with marinara sauce \$5.99

Potato Skins
Baked potato skins stuffed with cheese & bacon served with ranch dressing \$5.99

Pile-O-Nachos
Fresh corn chips layered with chili, tomatoes, green onions, jalapenos, topped with cheese, served w/ salsa and sour cream \$6.99

Bacon Sticks
Served with marinara sauce \$4.99

BUFFALO WINGS

Plain, Mild, Medium, Hot, Honey BBQ, Honey Hot
1/2 Dozen \$4.49
Dozen \$6.99 all drinks
Bunch (20) \$8.99 all drinks

Boneless

Chicken Wings

One dozen of boneless white meat wings spiced just right, served w/ celery, carrots & ranch dressing \$6.49

Onion Rings

Onion rings coated in beer batter served with Louisiana Cajun sauce \$5.99

Chicken Tenders (3)

Breaded chicken breast strips served with BBQ sauce and ranch dressing \$5.49

Zucchini Sticks

Beer battered zucchini sticks served with ranch dressing \$5.99

Calamari

A pile of battered Calamari served with a Louisiana Cajun sauce \$7.99

Jalapeno Bottle Caps

3 1/2-ounce red & green jalapeno pepper slices covered in draft beer batter \$5.99

Jerry's Spinach Dip

Served warm topped with tomatoes and cheese and plenty of tortilla chips for dipping \$6.49



Soups & Salads

Dressings: Ranch, Bleu Cheese, Raspberry Vinaigrette, Italian, Thousand Island, Balsamic Vinaigrette & Oil, Fat Free Italian, Honey Mustard

Ask Server for the Soup of the Day

House Salad

Baby mixed greens, tomatoes, red onions, cucumbers, shredded cheese topped w/ croutons \$3.99

Caesar Salad

Fresh romaine tossed in our classic Caesar dressing with red onions & croutons \$4.99
add grilled chicken \$2.00
1/2 caesar \$2.99

Blackened Tuna Salad

Ahi Tuna sliced thin atop baby mixed greens w/ grilled tomatoes, squash, cucumber relish, onions & grilled carrots w/ balsamic vinaig dressing \$8.99

Grilled Chicken Salad

Skewer, grilled seasoned chicken over crisp greens, tomatoes, mushrooms & red onions \$6.99
or crispy chicken - add \$0.49

Cup of Soup / or Chili \$3.99

Bowl of Soup / or Chili \$5.99

Soup and Salad Combo \$5.99

(House Salad and Cup of Soup)

Steak Salad

Baby mixed greens topped with 6 oz. of sliced grilled steak, tomatoes, red onions, mushrooms, mushrooms and sweet red pepper \$8.99

Oriental Chicken Salad

Marinated chicken, peanuts, green onions, celery, red cabbage, crisp greens, chow mein noodles and mandarin oranges served w/ sesame ginger dressing \$8.49

Little Longue's Menu

Chicken Fingers (2pcs.)
Mini Corn Dogs
Macaroni & Cheese

All Beef Hot Dog
Grilled Cheese

\$4.99

all items w/ drink and choice

Served w/ choice of french fries, seasoned curly fries or steak fries

Consuming undercooked meats and eggs can be harmful.

Sandwiches & Burgers

All burgers are 1/2 pound ground beef served with lettuce, tomato, red onion and pickles. All burgers cooked medium unless otherwise specified.

All sandwiches served with choice of french fries, seasoned curly fries, steak fries, cottage cheese, spicy cottage cheese or cole slaw.

Substitute: soup, salad, macaroni & cheese, or onion rings for \$1.00

Soup and Sandwich Combo (Cup of any soup and 1/2 selected sandwich) \$6.49

*Indicates which sandwiches are available with Soup and Sandwich combo

Sidelines Burger \$6.99

Your basic burger add chili \$0.55
add cheese \$0.50 add green chilis \$0.50

Ben's Bacon Cheeseburger

With American cheese & 2 slices of bacon \$7.99

Grilled Chicken Sandwich*

Grilled marinated chicken breast with lettuce, tomato, red onion & mayo \$6.49
teriyaki style add \$0.75 breaded chiz add \$0.75

Steak Philly

Sliced beef smothered w/ mushrooms, grilled onions, bell peppers & topped w/ provolone cheese \$7.99

BLT*

Bacon, Lettuce, Tomato & mayo served on choice of white, wheat or rye \$5.99

Swiss and 'Shroom Burger

Smothered mushrooms smothered with swiss cheese \$7.49

BBQ Pork

Shredded pork covered in BBQ sauce. Served on a sesame bun with cole slaw \$7.25

French Dip

Sliced beef, piled high on a soft roll served with au jus. Horseradish upon request \$7.49

Reuben

Thinly sliced corned beef topped with sauerkraut, thousand island dressing & melted swiss cheese served on grilled marble rye \$7.99

J.P.'s Patty Melt

Served with melted swiss and grilled onions on marbled rye bread \$7.99

California Dreamin'

Grilled marinated chicken breast topped w/ banana, sliced avocado & swiss cheese, lettuce, tomatoes and red onion \$8.49

Bleu Buffalo Chicken*

Grilled chicken breast marinated in spicy buffalo sauce topped with melted bleu cheese crumbles. Delicious! \$7.99

Hayden's Hi-Stack*

Toasted turkey club sandwich layered w/ smoked turkey, bacon, cheese, lettuce, tomato & mayo served on choice of white, wheat or rye \$8.75

Turkey Melt*

Grilled, served on a sub roll with bacon and melted swiss cheese. Can be served cold upon request \$6.99

Chicken Philly

Same as beef Philly, but made with third, marinated chicken breast \$7.99

Sidelines Favorites

Served with choice of french fries, seasoned curly fries, steak fries, cottage cheese, or cole slaw
Substitute: soup, salad, macaroni & cheese, or onion rings for \$1.00

Cobb Salad Wrap

Chopped lettuce, tomato, chicken, bacon, avocado, Cheddar and bleu cheese crumbles all wrapped up with ranch dressing \$7.99
Option for salad only at no charge

Chicken Caesar Wrap

Marinated chicken breast sliced and wrapped w/ romaine lettuce, tomato, red onions & caesar dressing \$7.99

Pizza

7" cheese \$4.95 add \$0.50 for each additional topping
12" cheese \$8.95 add \$1.00 for each additional topping
16" cheese \$11.95 add \$1.00 for each additional topping
Toppings: hot/bell peppers, mushrooms, onions, green peppers, sausage, thick slices, ground beef, pineapple, olives

Fish and Chips

Beer battered cod fillets deep-fried, served with golden fries & tartar sauce \$7.99

Nathan's* Hot Dog

All beef "Nathan's" dog \$5.99
add chili, cheese and onions \$1.00
add macaroni \$1.00

Marco's Meatloaf

Special secret recipe makes this meatloaf. Served with mashed potatoes / mushroom gravy & seasonal veggies \$8.49

Shrimp Po'Boy

Golden battered shrimp topped with lettuce, tomato, red onion & a spicy Cajun mayo. Nothin' poor about this one! \$7.99

Buffalo Style Shrimp & Chips

Spicy, beer battered shrimp served with a pile of golden fries and ranch dressing \$7.99

Lo-Carb Plate

Hamburger patty with cottage cheese and sliced tomatoes. Substitute chicken at no charge \$5.49

Open-Faced Hot Roast Beef Sandwich

Served with mashed potatoes / mushroom gravy & seasonal veggie \$8.49

P1002484
EP Current

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License #

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

(If the location is currently licensed)

1. Check appropriate box → Owner Partner Stockholder Member Officer Agent Manager(Only)
 Other (Complete All Questions 1-20 & 24) (Complete All Questions except # 14, 14a & 25)
 Licensee or Agent must complete # 25 for a Manager Licensee or Agent must complete # 25

2. Name: Nations Last Randy First D. Middle Date of Birth: (This Will Not become a part of Public Records)

3. Social Security Number: Drivers License #: State: Arizona
 (This Will Not Become a Part of Public Records)

4. Place of Birth: Morenci Arizona USA Height: 6'1 Weight: 210 Eyes: HZL Hair: Brn
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone

6. Name of Current or Most Recent Spouse: Date of Birth:
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 09/06/1947

8. Telephone number to contact you during business hours for any questions regarding this document. (480) 730 - 2675

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Game Time Sports Grill Premises Phone: () Pend ing

11. Licensed Premises Address: 1729 N Dysart Rd, Suite 107-109 Avondale Maricopa 85323
 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
04/93	CURRENT	President ALIC Enterprises	1811 S. Alma School Road Suite 268 Mesa, Arizona 85210

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
12/95	CURRENT	Own				

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? **answer #14a below.** If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** been detained, cited, arrested, indicted or summoned into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? YES NO
18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined in this or any other state? YES NO
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed **BEFORE ISSUANCE** of a new license **OR APPROVAL** on an existing license.
22. Do you make payments to the licensee? YES NO If "yes", how much? \$ per month. Total debt to licensee \$
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, Randy D. Nations hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X Randy D. Nations
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 29th day of August, 2007
Day Month Year

My commission expires on: Day Month Year
MIRANDA BUSTAMANTE
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires Day Month Year

Miranda Bustamante
(Signature of NOTARY PUBLIC)

ALL IN THIS SECTION ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name):
Hereby authorize the applicant to act as manager for the named liquor license.

State of County of
The foregoing instrument was acknowledged before me this day of Year

X
(Signature of LICENSEE/AGENT)

My commission expires on: Day Month Year
(Signature of NOTARY PUBLIC)

P.O. Box 2502
Chandler, Arizona 85244
(480) 730-2675 Phone (480) 730-2676 Fax



ARIZONA LIQUOR INDUSTRY CONSULTANTS

This addendum is written in response to questions 17, 18, 19, and 20 on the QUESTIONNAIRE.

In response to question 17, my company is currently contracted with over five hundred (500) liquor establishments statewide, not to mention those who have cancelled services since our inception in 1993. Depending on when this document is reviewed, it's possible that there may be a pending administrative citation, compliance action, arrest or summons against one of them.

In response to question 18, since I began ALIC in April of 1993, I have been associated with hundreds of liquor establishments and liquor licenses. Several of them have received citations (fines) and in some instances, a suspension. I work with the compliance officer on a regular basis acting as a representative for those who utilize my contract service. I do not however, have anything to do with the actual operation of any liquor establishment in this or any other state. Therefore, none of the violations to which I have just referred can be associated to me personally. Additionally, it would be almost impossible for me to give you a reconciliation of these violations, as I have been associated with so many licenses for so many years.

Question 19. In early 1995, I was involved in litigation over the sale of a class six (6) liquor license. The seller in this case presented documents to me, you (DLLC), and the Arizona Department of Revenue, showing him as the president of a corporation that owned a liquor license. He requested my assistance in selling this license, as I am a liquor license broker. The license was brokered and sold by me. Some weeks later I discovered that the individual selling the license on behalf of the corporation was a fraud, therefore the sale of the license illegal. After notifying the purchaser (victim), he instigated a lawsuit against both me and the escrow company used to consummate the sale of the license. The litigation against my company and me was later dropped; I did however have to pay the buyer's attorney's fees. Additionally, I prepared a felony complaint, took it to prior police associates at the Arizona Department of Public Safety and we obtained a five count Grand Jury Indictment and six year prison conviction against the fraudulent seller.

Question 20. I am currently the Administrative Agent on numerous liquor licenses throughout the State of Arizona. I have also owned liquor licenses that were purchased for resale only.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Randy Nations". The signature is fluid and cursive, written over a horizontal line.

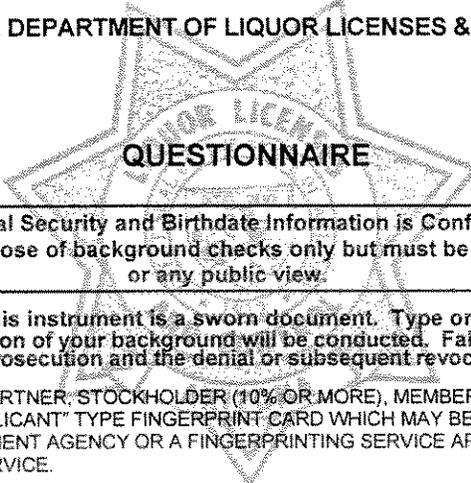
Randy Nations,
President ALIC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

P1055779



QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License #

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

(If the location is currently licensed)

1. Check appropriate box → Owner Partner Stockholder Member Officer Agent Manager(Only)
 Other (Complete Questions 1-20 & 24) (Complete All Questions except # 14, 14a & 25)
 Licensee or Agent must complete # 25 for a Manager Licensee or Agent must complete # 25

2. Name: Orabuena Eugene John Date of Birth: _____
 Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ Drivers License #: _____ State: Arizona
 (This Will Not Become a Part of Public Records)

4. Place of Birth: Phoenix Arizona USA Height: 6'1 Weight: 265 Eyes: Brn Hair: Blk
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: _____

6. Name of Current or Most Recent Spouse: Orabuena Michele Date of Birth: _____
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1971

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 757 - 0445

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Game Time Sports Grill Premises Phone: () - Pending

11. Licensed Premises Address: 1729 N. Dysart Rd. Suite 107-109 Avondale Maricopa 85323
 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
8/94	CURRENT	Qwest/Net Tech	Qwest 450 W. Grant Phoenix, AZ 85003

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
9/01	CURRENT	Own				

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 12, answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** been detained, cited, arrested, indicted or summoned into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses PENDING against you or **ANY** entity in which you are now involved? YES NO
18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined in this or any other state? YES NO
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

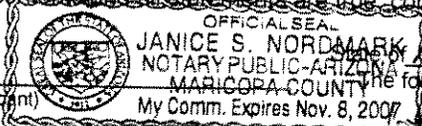
Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed **BEFORE ISSUANCE** of a new license **OR APPROVAL** on an existing license.
22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, Eugene J. Ordoñez, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

x Eugene Ordoñez (Signature of Applicant)

 OFFICIAL SEAL
JANICE S. NORDMARK, ARIZONA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY

The foregoing instrument was acknowledged before me this 12 day of August, 2007 Year

My commission expires on: 8 Day 11 Month 2007 Year

Janice S. Nordmark (Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this

x _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day Month Year

My commission expires on: _____ Day Month Year (Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6505

QUESTIONNAIRE

01055778

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License #

Eff. 10/01/03 there is a \$29.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

(If the location is currently licensed)

1. Check appropriate box →

<input type="checkbox"/> Owner	<input type="checkbox"/> Partner	<input checked="" type="checkbox"/> Stockholder	<input checked="" type="checkbox"/> Member	<input type="checkbox"/> Officer	<input type="checkbox"/> Agent	<input type="checkbox"/> Manager(Only)
<input type="checkbox"/> Other						(Complete All Questions except # 14, 14a & 25)
Licensee or Agent must complete # 25 for a Manager						Licensee or Agent must complete # 25

2. Name: Zozaya Joseph Date of Birth: _____
Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number _____ Drivers License #: _____ State: Arizona
(This will not become a part of public records)

4. Place of Birth: Phoenix Arizona USA Height: 5'9" Weight: 240 Eyes: Brn Hair: Brn
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: _____

6. Name of Current or Most Recent Spouse: Moreno Raquel A Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 10/71

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 615 - 7890

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: Game Time Sports Grill Premises Phone: (_____) _____ - Pending

11. Licensed Premises Address: 1729 N. Dysart Rd. Suite 107-109 Avondale Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
11/03	CURRENT	Sales Manager	Signal One Fire & Communication 124 W Orion St Tempe, AZ 85283
9/97	11/03	Warehouse Manager/Estimator	Simplex Grinnell 4602 S. 36th St Phoenix, AZ 85040
10/02	9/06	Manager	Sideline Tavern & Grill 2980 S Alma School Chandler, AZ 85244

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECT

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address <small>If rented, attach additional sheet giving name, address and phone number of landlord</small>	City	State	Zip
5/99	CURRENT	Own				

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises? If you answered YES, how many hrs/day? 6, answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** been detained, cited, arrested, indicted or summoned into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? YES NO
18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined in this or any other state? YES NO
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed **BEFORE ISSUANCE** of a new license **OR APPROVAL** on an existing license.
22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, JOSEPH ZIZAYA, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X 

My commission expires on: 8 11 07
Day Month Year

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
6th day of August, 2007
Day Month Year


(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____ day of _____, _____
(Signature of LICENSEE/AGENT) Day Month Year

My commission expires on: _____
Day Month Year (Signature of NOTARY PUBLIC)

Arizona Corporation Commission
AFFIDAVIT OF PUBLICATION

Gila Bend Sun

P O Drawer "Z" 480 Butterfield Trail
PHONE/FAX Gila Bend: 928-683-2393
PHONE/FAX Phoenix Area: 623-386-7495
e-mail gilasan@earthlink.net

Glen Birchfield

Joan Birchfield, in memory

Dayle Birchfield

STATE OF ARIZONA
COUNTY OF MARICOPA

I, Glen Birchfield, am authorized by the publisher as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Gila Bend Sun is a newspaper which is published weekly, is of general circulation and is in compliance with the Arizona Revised Statutes Sections 10-140.34 & 39-201.A & B. The notice will be/has been published three consecutive time(s) in the newspaper listed above.

DATES OF PUBLICATION

August 30, September 6 & 13, 2007

THE NAME OF THE CORPORATION

Game Time Sports Grill, LLC

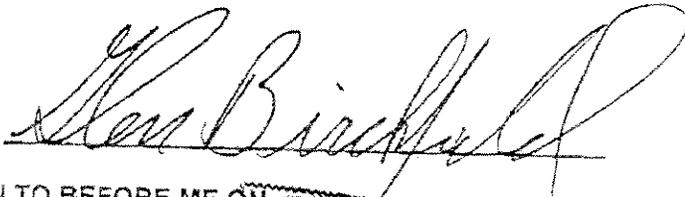
CORPORATE FILE NUMBER

L-1328533-3

TYPE OF DOCUMENT

Articles of Organization

AUTHORIZED SIGNATURE



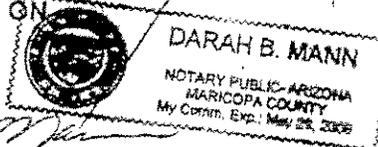
SUBSCRIBED AND SWORN TO BEFORE ME ON
September 13, 2007

NOTARY SIGNATURE



My Commission Expires: May 29, 2009

RECEIVED
SEP 07 2007
ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION



cc: Raquel Moreno

JAN 04 2007

FILE NO. L-1322533-3

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

Select one. This form may be used for:

- ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)
- ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-841.01)

DO NOT PUBLISH THIS SECTION
 NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The name of the organization:

A. _____
 LLC Name Reservation File Number (if one has been obtained). If not, leave this line blank

B. GAME TIME SPORTS GRILL, LLC
 Limited Liability Company Name

1. The LLC name must contain the words "limited liability company" or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Known place of business in Arizona (If address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK)

Address SAME

City _____ State _____ Zip _____

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. The name and street address of the statutory agent in Arizona

Name JOSEPH ZOZAYA

Address _____

City _____ State _____ Zip _____

3. If the statutory agent has a PO BOX then they must also provide a physical address or description of the location.

The agent must sign the articles or provide written consent to acceptance of the appointment.

Acceptance of Appointment by Statutory Agent:
 I JOSEPH ZOZAYA, having been designated to act as
 (Print Name of the Statutory Agent)
 Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: [Signature]
GAME TIME SPORTS GRILL
 If signing on behalf of a company, please print the company name here.

DO NOT PUBLISH THIS SECTION

4. Only required for professional limited liability company. The purpose must state the professional service or services that the company is organized to perform. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. The latest date, if any, on which the Company must dissolve. If a dissolution date should include the month, day and year. Perpetual means continuing forever or indefinitely

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the member(s), check the member's box and provide the name(s) and address(es) of each member. NOTE: if reserved to the member(s) you cannot list any manager.

6B. If vested in manager(s) check the manager's box and provide the name(s) and address(es) of each manager and each member who owns a twenty (20%) percent or greater interest in the capital or profits of the LLC/ PLLC.

The person (s) executing this document need not be a manager or member of the company.

Your phone and fax are optional.

L-1328533-3

4. Purpose of this (Professional) Limited Liability Company is to provide the following (professional) service(s): (Only required for a Professional LLC Company)

[Empty box for purpose of service]

5. Dissolution: The latest date of Dissolution

The latest date to dissolve ___/___/___ (Please enter month, day and four digit year)
 The Limited Liability Company is Perpetual

6. Management Structure: (Check one box only) A.R.S. §29-632(5)

- A. RESERVED TO THE MEMBER(S)
IF RESERVED TO THE MEMBER(S), YOU MAY SELECT ONLY THE MEMBER BOX FOR EACH MEMBER LISTED.
- B. VESTED IN MANAGER(S)
IF VESTED IN THE MANAGER(S), AT LEAST ONE ENTRY BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name <u>JOSEPH ZORAYA</u>	Name <u>EUGENE DRABOWA</u>
Member Manager (only if "B" is selected above)	Member Manager (only if "B" is selected above)
Name <u>RABUCEL A. MORENO</u>	Name <u>MICHELE DRABOWA</u>
Member Manager (only if "B" is selected above)	Member Manager (only if "B" is selected above)

IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

Executed this 4th day of JANUARY, 07

Executed by: [Signature] Print Name JOSEPH ZORAYA

If signing on behalf of a company, please print the company name here.

**Operating Agreement
Of
Game Time Sports Grill, LLC
An Arizona Limited Liability Company**

Purpose – The Company is organized to transact any or all lawful business for which limited liability companies may be organized.

Duration – The Company shall continue in perpetuity, unless terminated sooner by operation of law or by agreement among the Members.

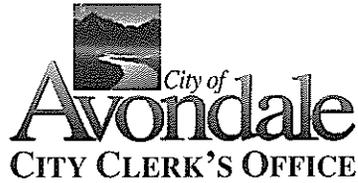
Management Duties – The Members shall have full discretion, responsibility and authority for the management of the company's business and shall have all rights and powers generally conferred by law or necessity, advisable or consistent in connections therewith.



Eugene Orabuena
Member 50%



Joseph Zozaya
Member 50%



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 16
- EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

APPLICANT'S NAME: RANDY NATIONS

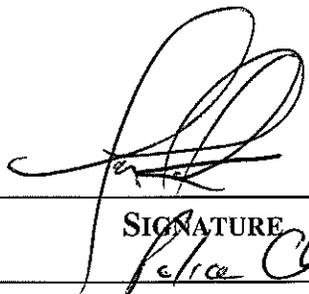
BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729NORTH DYSART ROAD #107-109

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



SIGNATURE
Felice Christ

TITLE

10/4/07

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 15, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 5, 2007

CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 16
- EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 NORTH DYSART ROAD #107-109

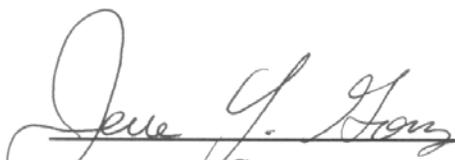
CITY: AVONDALE

STATE: AZ

ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



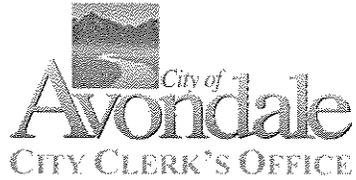
SIGNATURE
Asst. Fire Marshal

TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 15, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 5, 2007



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 16
- EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 NORTH DYSART ROAD #107-109

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



 SIGNATURE
Development Services Director

 TITLE

 10.5.07

 DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 15, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 5, 2007**



DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 3, 2007

TO: Linda Farris, City Clerk

PREPARED BY: Ken Galica, Planner II (623) 333-4019

SUBJECT: Series 12 Liquor License for Game Time Sports Grill
1729 N. Dysart Road, Suites 107-109

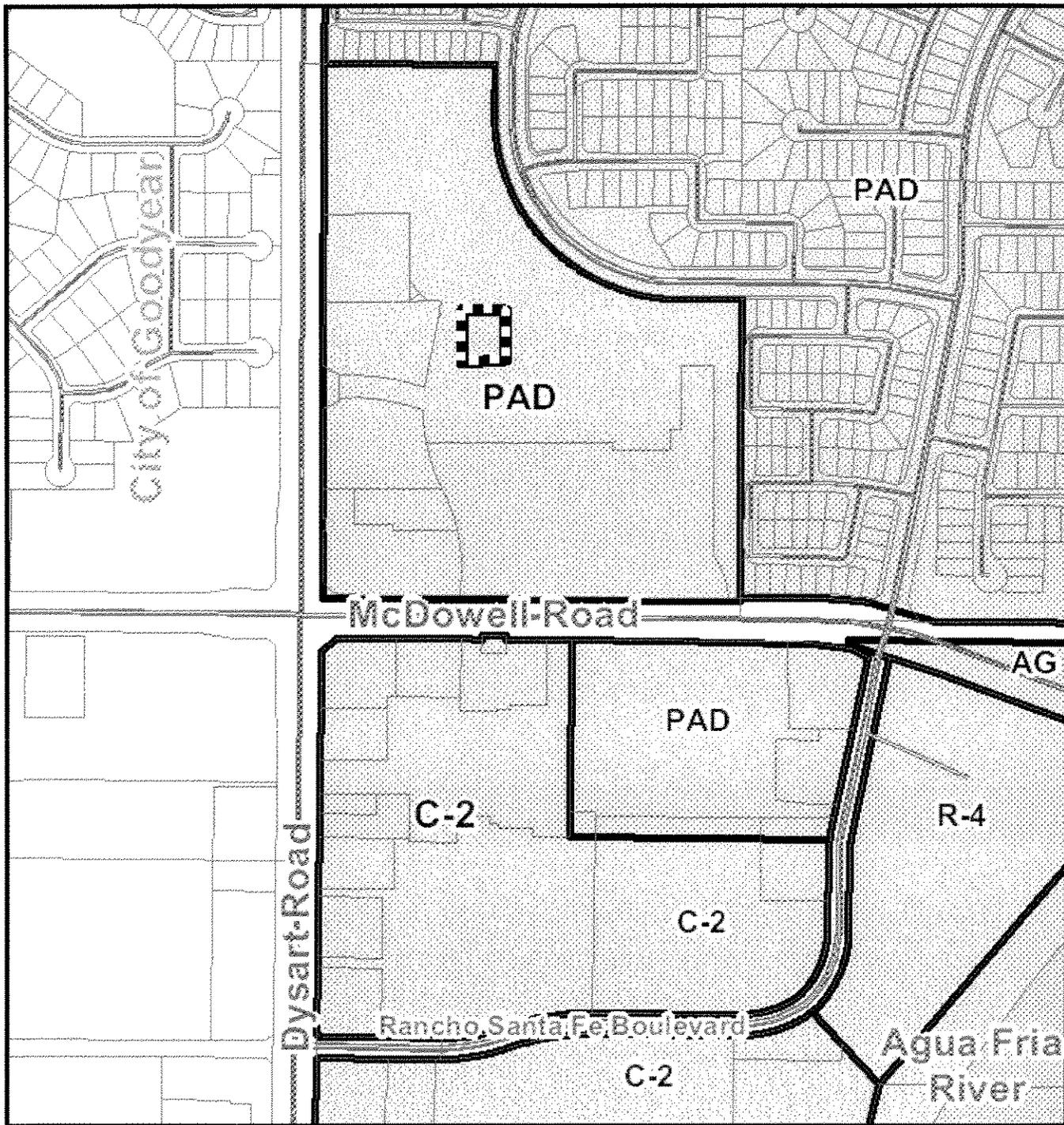
The proposed location is at the northeast corner of Dysart Road and McDowell Road in the "Shops B" building of the Alameda Crossing shopping center. The building is complete.

Series 12 liquor licenses are exempt from any separation requirements from churches, schools, or fenced school recreational areas.

The General Plan designates the property as Freeway Commercial and the site is zoned PAD (Planned Area Development), part of the Palm Valley PAD approved by the City Council in September 1994. Restaurants are permitted in this portion of the Palm Valley PAD.

There are no zoning or separation issues with the site.

Attachment: Zoning Vicinity Map
Aerial of Alameda Crossing

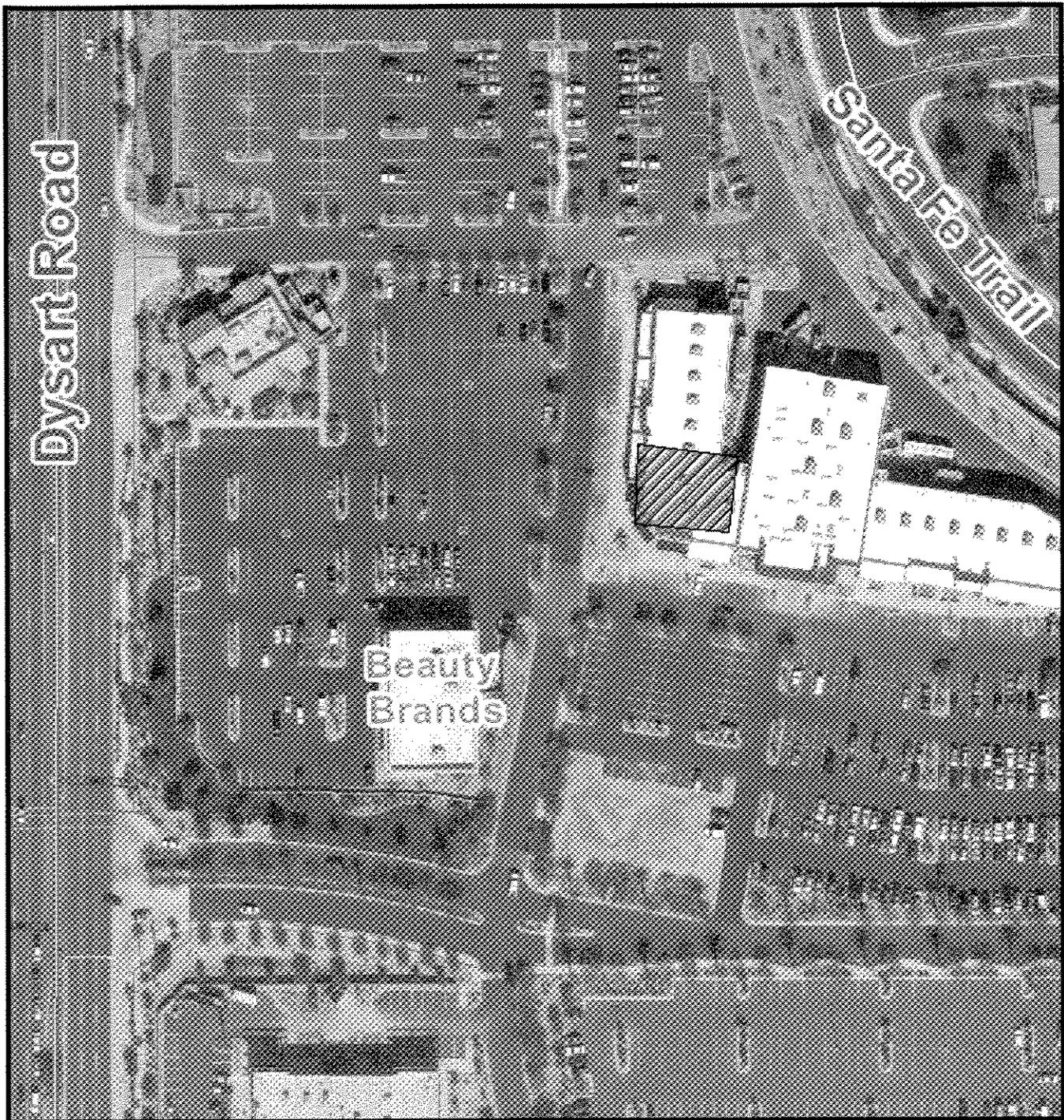


Zoning Vicinity Map



Proposed Game Time
Sports Grill





2007 Aerial Photograph



Proposed Game Time
Sports Grill





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 16
- EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
- DEVELOPMENT SERVICES
- FIRE DEPARTMENT

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: GAME TIME SPORTS GRILL

ADDRESS: 1729 NORTH DYSART ROAD #107-109

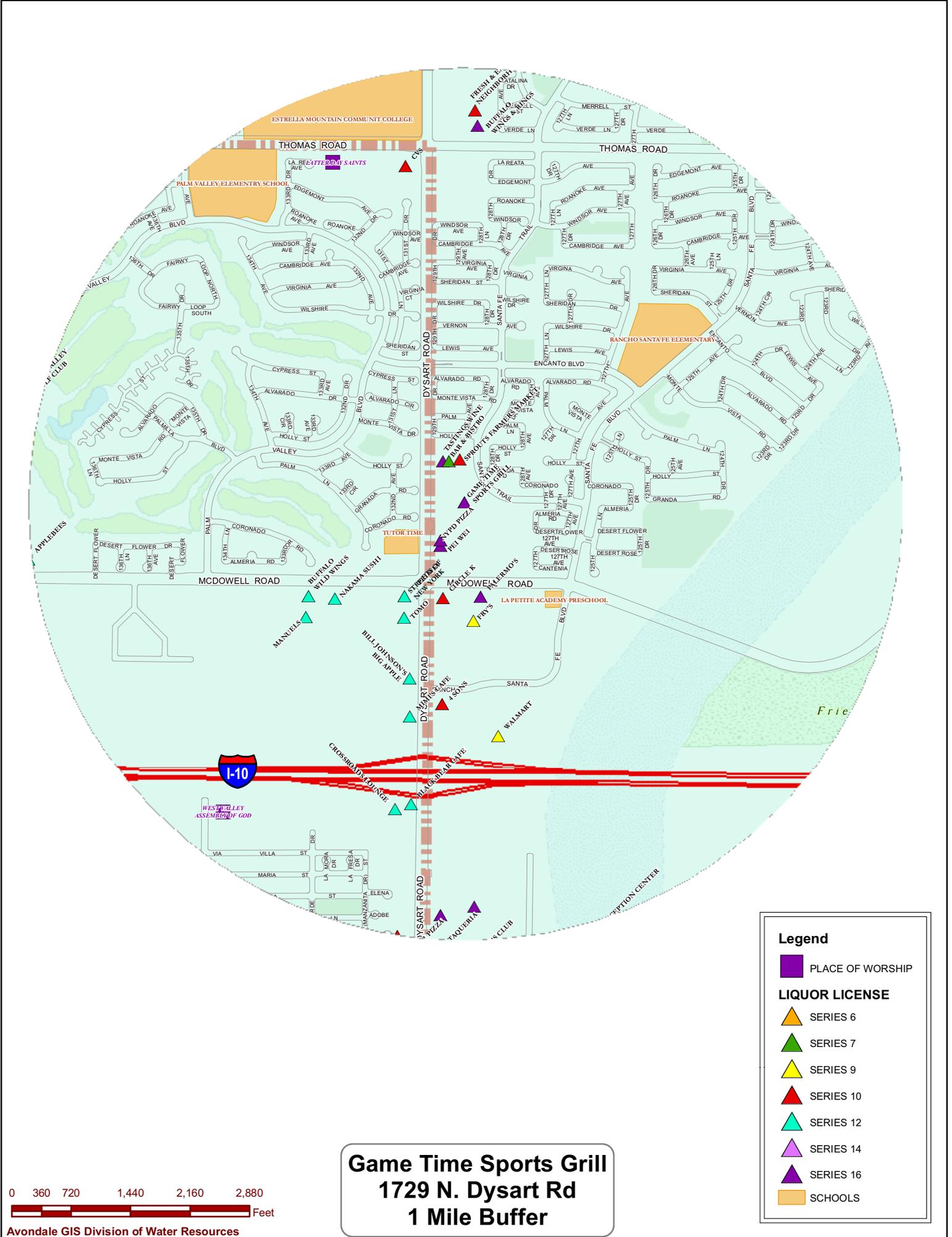
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

[Handwritten Signature] 10-5-07
SIGNATURE DATE
Chief Building Official
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCTOBER 15, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 5, 2007



Game Time Sports Grill
1729 N. Dysart Rd
1 Mile Buffer

Legend

- PLACE OF WORSHIP
- LIQUOR LICENSE**
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

0 360 720 1,440 2,160 2,880 Feet



09.17.2007



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: SEPTEMBER 17, 2007

A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

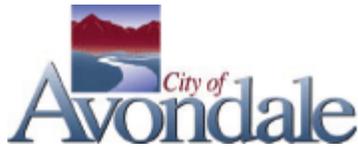
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, OCTOBER 15, 2007 AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200

****SERIES 16: RESTAURANT LICENSE
TO SELL ALL SPIRITUOUS LIQUORS****

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A DRINKING MARGIN MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS RELIANTING THE APPLICATION CONTACT STATE LIQUOR BOARD, 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT. (602) 542-8788 INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-478-3000.

09.17.2007



CITY COUNCIL REPORT

SUBJECT:
Final Plat for Riley Property

MEETING DATE:
October 15, 2007

TO: Mayor and Council
FROM: David Fitzhugh, P.E., Assistant City Manager, 623-333-4211
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff recommends that the City Council approve the final plat for the Riley Property subject to conditions of approval.

REQUEST: Final Plat approval for "Riley Property"

PARCEL SIZE: 9.95 Acres

LOCATION: Northwest corner of 10th St and Western Ave (See attached Zoning Vicinity Map and Aerial Photo)

APPLICANT: City of Avondale

OWNER: City of Avondale

BACKGROUND:

The property was annexed into the City on March 21, 1960 and zoned A-1 (General Industrial).

The General Plan Land Use Map designates the property as Employment.

DISCUSSION:

SUMMARY OF REQUEST:

1. This is a request to subdivide the site into three lots and dedicate right-of-way for 9th Street.
2. An eight-foot wide Public Utility Easement (PUE) is provided adjacent to all road rights-of-way except 10th Street. An additional four-foot Public Utility Easement is provided adjacent to 10th Street across the entire property width which will provide a total of an 8-foot easement.
3. The existing roadway easement within this parcel will be abandoned.

CITIZEN PARTICIPATION:

Public notification and hearing is not required for final plats.

ANALYSIS:

- The proposed commercial plat meets all development standards for the A-1 zoning district.

FINDINGS:

The proposed plat meets the following findings:

- It is in conformance with the Avondale Subdivision Regulations, and the Zoning Ordinance.

BUDGETARY IMPACT:

Approving the final plat does not have a budgetary impact.

RECOMENDATION:

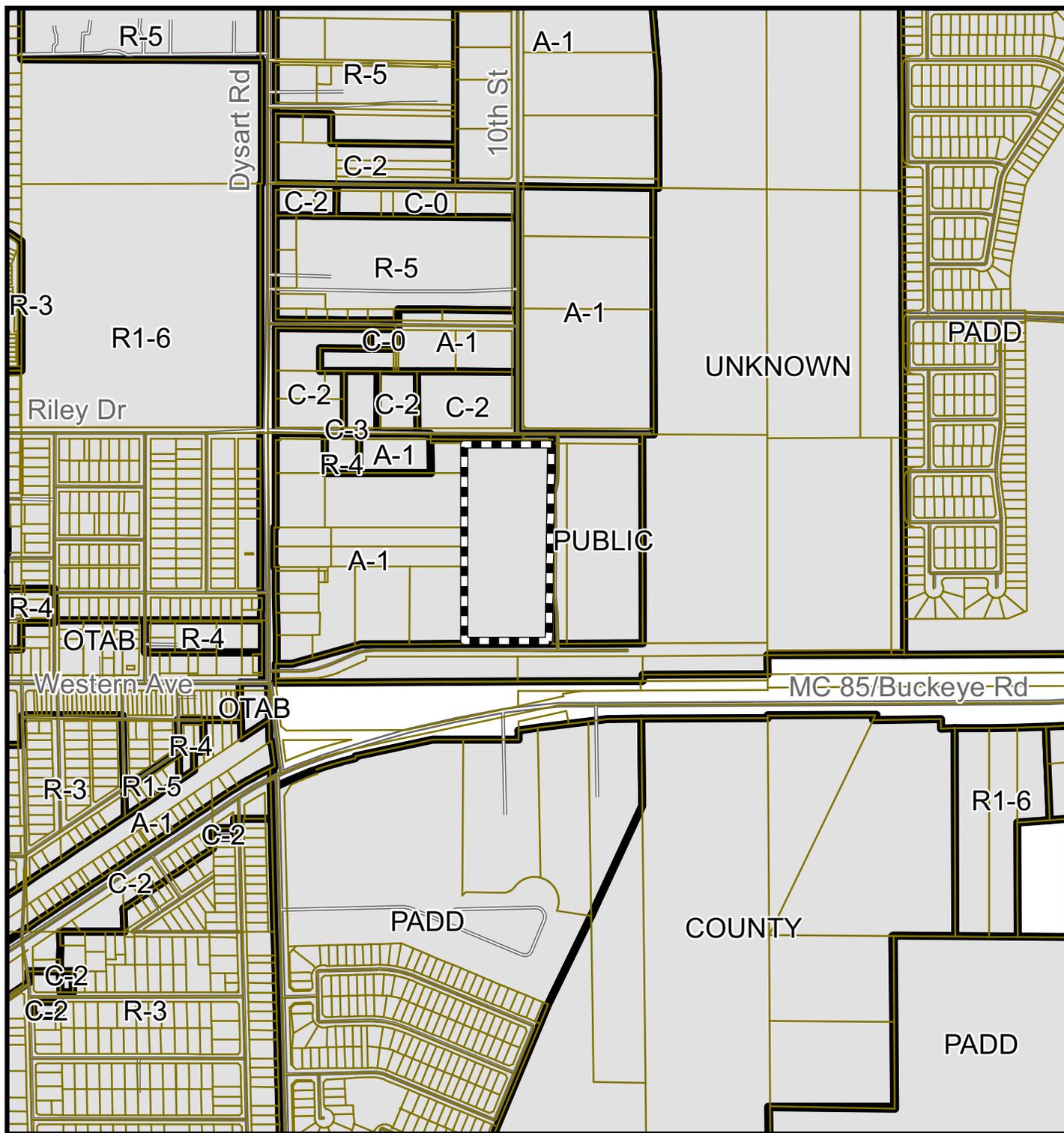
Staff recommends that the City Council APPROVE the proposed final plat subject to the following conditions of approval:

1. The recorded plat shall be in conformance with the final plat date stamped October 3, 2007.

ATTACHMENTS:

Click to download

- [Zoning Vicinity Map](#)
- [Aerial Photo 2006](#)
- [Summary of Related Facts](#)
- [Riley Property Final Plat](#)

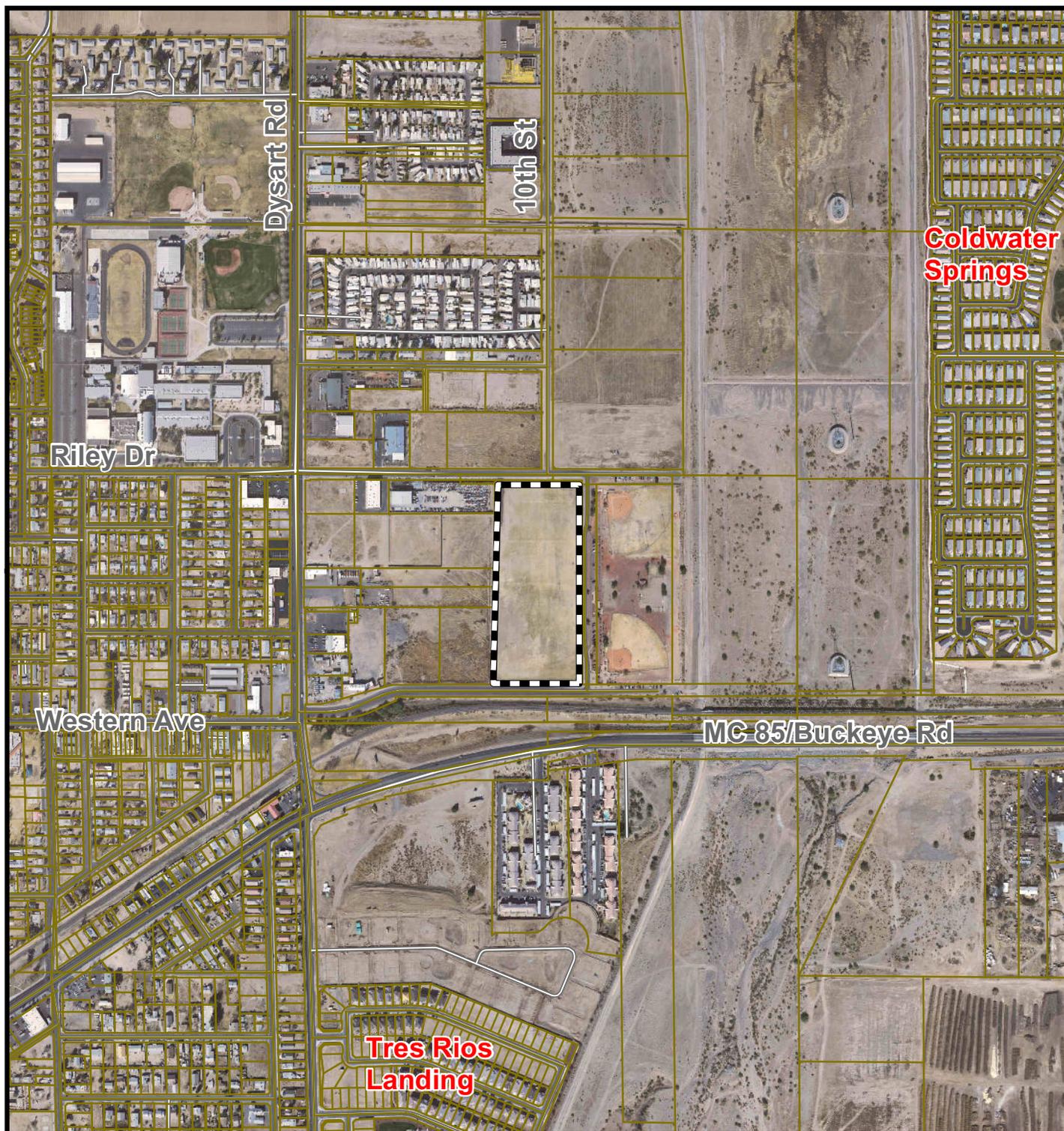


Zoning Vicinity Map



Subject Property





2007 Aerial Photograph



Subject Property



SUMMARY OF RELATED FACTS**APPLICATION**

THE PROPERTY	
PARCEL SIZE	9.95 Acres
LOCATION	1,319 feet south of Harrison Drive (South of Buckeye Road) between Dysart Road and 4 th Street.
PHYSICAL CHARACTERISTICS	The property is rectangular in shape, with 1081 linear feet of street frontage on 10 th Street, 380 linear feet of frontage on both Western Avenue, and Riley Drive. The site consists of one parcel.
EXISTING LAND USE	Vacant
EXISTING ZONING	A-1
ZONING HISTORY	This property was annexed in 1960 and zoned A-1.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	Commercial and vacant, zoned C-2 & A-1
EAST	Agua Fria River
SOUTH	Union Pacific Railroad
WEST	General Industrial and vacant, zoned A-1

GENERAL PLAN	
The General Plan identifies this property as Employment use.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary School District and Agua Fria Union High School District
ELEMENTARY SCHOOL	Michael Anderson (Grades K-6)
MIDDLE SCHOOL	Avondale Middle School (7-8)
HIGH SCHOOL	Agua Fria Union High School (Grades 9-12)

STREETS

Western Avenue

CLASSIFICATION	Collector
EXISTING HALF STREET ROW	30 Feet
STANDARD HALF STREET ROW	30 Feet
EXISTING HALF STREET IMPROVEMENTS	One travel lane in each direction, curb, lighting
STANDARD HALF STREET IMPROVEMENTS	One travel lanes in each direction with, curb, gutter, sidewalk, landscape, lighting

Riley

CLASSIFICATION	Collector
EXISTING HALF STREET ROW	30 Feet
MODIFIED HALF STREET ROW	30 Feet
EXISTING HALF STREET IMPROVEMENTS	One travel lane in each direction, curb, lighting.
STANDARD HALF STREET IMPROVEMENTS	One travel lanes in each direction, curb, sidewalk, lighting

10th Street

CLASSIFICATION	Collector
EXISTING HALF STREET ROW	30 Feet
MODIFIED HALF STREET ROW	30 Feet
EXISTING HALF STREET IMPROVEMENTS	One travel lane in each direction, curb, lighting.
STANDARD HALF STREET IMPROVEMENTS	One travel lanes in each direction, curb, sidewalk, lighting

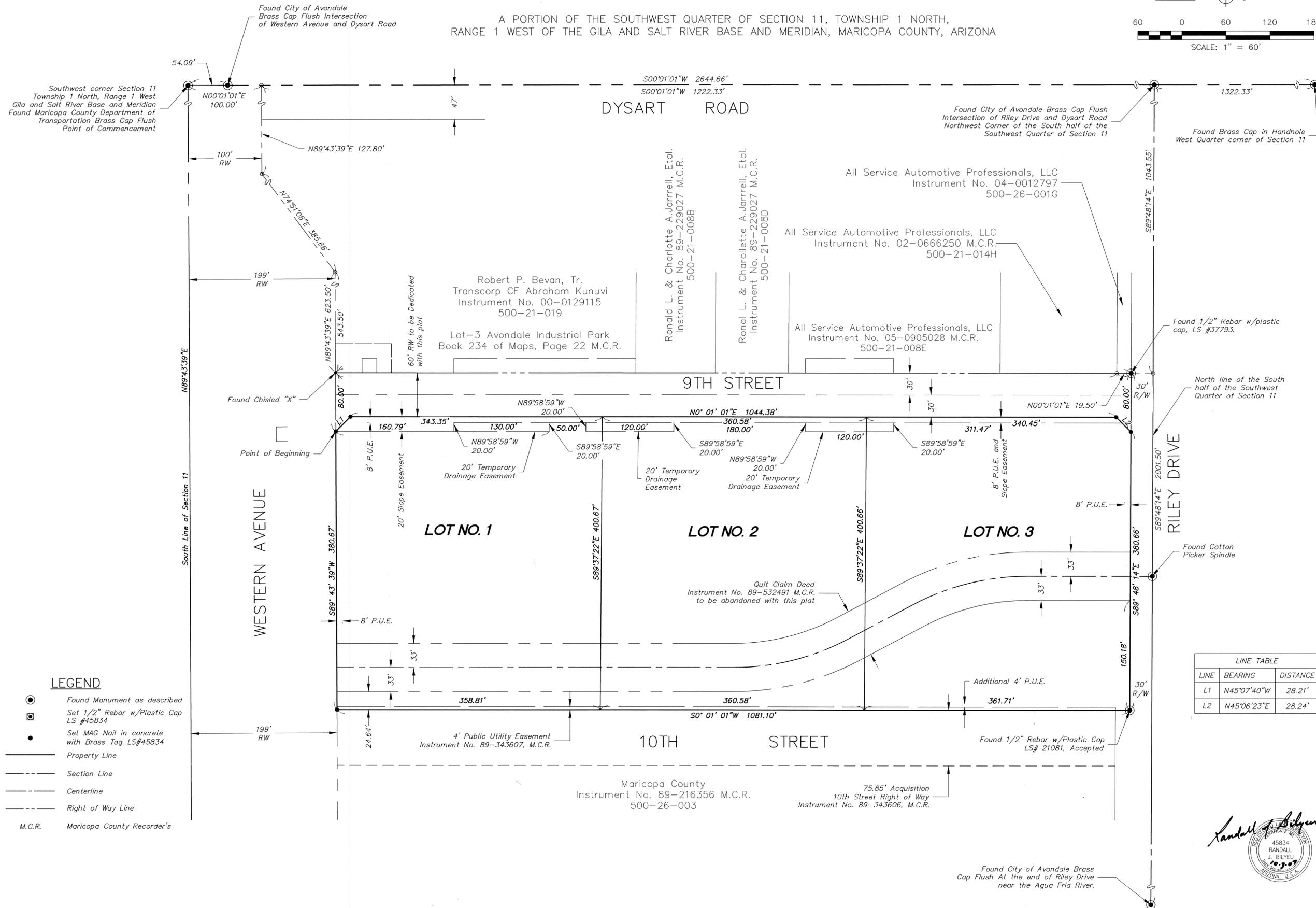
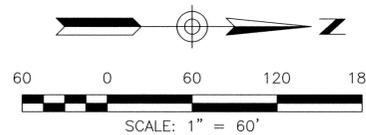
UTILITIES

Water for the site will be provided from a 12-inch line in 9th Street, and Riley Drive and an 8-inch line in Western Ave.

The sewer line will connect to an existing 10" line parallel to Riley Drive.

FINAL PLAT OF "RILEY PROPERTY"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 11,
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



LEGEND

- Found Monument as described
- Set 1/2" Rebar w/Plastic Cap LS #45834
- Set MAG Nail in concrete with Brass Tag LS#45834
- Property Line
- Section Line
- Centerline
- Right of Way Line
- M.C.R. Maricopa County Recorder's

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45°07'40"W	28.21'
L2	N45°06'23"E	28.24'

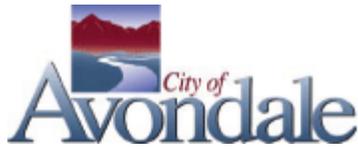
7500 N. Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020
P 602.957.1155
F 602.957.2838
www.dibblecorp.com

FINAL PLAT OF "RILEY PROPERTY"

D.E. JOB NO: 10-0658.1	DATE: Oct. 03 07	SCALE: 1"=60'
SURVEYED: JULY 07	DRAWN: GDS	REVIEWED: JLD
PROJECT: RILEY PROPERTY		REVIEWED: RJR



DWG NO. **2**
SH 2 OF 2



CITY COUNCIL REPORT

SUBJECT:

Amendment No. 1 - Professional Services Agreement -
Dyett & Bhatia - City Center Specific Area Plan

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Dean Svoboda

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 1 to the Professional Services Agreement with Dyett & Bhatia for the City Center Specific Area Plan in the amount of \$72,957, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On January 2, 2007, the City Council approved a professional services agreement with Dyett & Bhatia Urban and Regional Planners for the City Center Specific Area Plan. The total amount of the agreement was \$440,019. Sub-consultants include Field Paoli (architects), ESI, (economic analysis), Ten Eyck (landscape architects), Kimley-Horn (civil engineering and traffic analysis), Jack Mackie (public art), and Gammage and Burnham (legal analysis).

DISCUSSION:

The scope of work for this project includes eight major tasks as follows: 1) Research and Stakeholder Interviews; 2) Visioning and Concept Plans; 3) Plan Development and Impacts Analysis; 4) Public Review; 5) Specific Area Plan; 6) Implementation Plan; 7) Public Hearings; and 8) Final Documents and Report. The consultants are currently working on Tasks 5 and 6. The next step will be public review of a complete plan draft prior to public hearings.

The original scope of work called for the consultants to present a "preferred" plan alternative with related impacts analysis at a City Council workshop on August 6, 2007. In late July, staff determined that this workshop should be postponed, and directed the consultants to prepare and analyze the impacts of a second alternative. Both alternatives, the results of the impact analysis and a preliminary draft of the specific plan were then presented to Council at a workshop on September 4, 2007.

Preparing and analyzing the second alternative was beyond the scope of work included in the original professional services agreement. The consultant fees for this service totaled \$60,207. The scope of work needs to be formally amended to reflect this work that has already been completed.

In addition, staff believes that the scope of work should be amended to include another public meeting and additional stakeholder meetings. The additional consultant fees will amount to \$12,750. This will ensure that all citizen participation requirements are met and that the public has an adequate opportunity to review and understand the plan prior to the first public hearing. The original agreement is in effect until January 2, 2008. Staff requests that this date be extended to March 31, 2008. This will provide the additional time needed to complete the public hearing process and finish the administrative work necessary to close out the project.

BUDGETARY IMPACT:

The proposed amendment in the amount of \$72,957 will increase the total cost of the project to \$512,976. Funding is budgeted in Long Range Planning Department Line Item No. 101-5480-6180. This amendment will not adversely affect any other projects.

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with Dyett & Bhatia Urban and Regional Planners in the amount of \$72, 957 for additional consultant work on the City Center Specific Area Plan, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [PSA - Dyett & Bhatia First Amendment](#)

**FIRST AMENDMENT
TO THE
PROFESIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of October 15, 2007 between the City of Avondale, an Arizona municipal corporation (the "City") and Dyett & Bhatia, Urban and Regional Planners, a California corporation (the "Consultant").

RECITALS

A. The City and Consultant entered into that certain Professional Services Agreement dated January 2, 2007, relating to the preparation of the City Center Specific Area Plan (the "Initial Agreement").

B. The City has determined that additional professional services are required from the Consultant due to modifications requested by the City to the scope of work (the "Additional Services").

C. The City and the Consultant desire to enter into this First Amendment to (i) add the modifications required for the project's Additional Services, (ii) increase Consultant's compensation by \$72,957, and (iii) extend the term of the Initial Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree to amend the Initial Agreement as follows:

1. Term of Agreement. The term of the Initial Agreement shall be extended to March 31, 2008.

2. Scope of Work. The Consultant shall provide the Additional Services set forth as Tasks 3A and 4A in the Additional Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Consultant's total compensation under the Agreement shall be increased in an amount not to exceed \$72,957, as set forth in the attached Exhibit B, for a total compensation not to exceed \$512,976.

4. Effect of Amendment. In all other respects, the Initial Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Initial Agreement shall remain in full force and effect.

5. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Contract.

6. Conflict of Interest. This First Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Consultant”

DYETT & BHATIA, URBAN AND
REGIONAL PLANNERS, a California
corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

[Additional Scope of Work]

See following pages.

Additional Scope of Work: Avondale City Center Area

TASK 3A: ADDITIONAL ALTERNATIVES, EXPANDED STUDY AREA, AND UPDATED IMPACTS ANALYSIS

Prepare revised plan alternatives to reflect development interest in the west side of Avondale Boulevard. Incorporate the 80 acres immediately west of the study area into the plan analysis and recommendations. Update all the impact analysis, including transportation and fiscal impacts. Prepare drawings to illustrate circulation, land use, open space, and landscape design recommendations.

- A. Prepare Revised Alternatives for Corporate Drive alignment and expanded Study Area (D&B, FP)
- B. Meeting with City Staff to Review Revised Alternatives (D&B)
- C. Prepare Revised Growth Projections (D&B)
- D. **Comprehensive Revision of the Traffic Impact Analysis for the New Alternatives (KH)**
Prepare trip generation numbers using the new growth projections; prepare trip distribution, and run the full model to determine traffic volumes on all major roadways. Review the results with consultant team and City staff. Meet with City staff once to discuss the conclusions. Prepare a summary memo of conclusions.
- E. **Update Economic and Fiscal Impact Analysis of New Alternatives (ESI)** Update the previously prepared fiscal impact analysis to reflect the new growth projections.
- F. Prepare a Revised Preferred Plan (D&B, with FP)
- G. Prepare Illustrative Plan for the Revised Preferred Plan (FP)
- H. **Revise and Add Additional Street Sections (D&B).** East side sections will be revised as needed, and west of Avondale street sections will be added and revised as needed.
- I. **Revised Landscape Design Recommendations. (Ten Eyck)** Revise or prepare new landscape design recommendations and drawings to reflect conditions on the west side of Avondale that are different than the east side.

TASK 4A: PUBLIC REVIEW

Present the revised alternatives and revised impacts analysis and preferred plan at a Community Meeting to gather public input. Conduct follow-up meetings with key stakeholder groups. Hold a work session with the City Council regarding the revisions.

- A. **Meetings with Property Owners and Other Stakeholders (D&B)**
 - Total of Eight Meetings (maximum two trips to Avondale)
- B. **Prepare Public Presentation (DB)**
- C. **Community Meeting (DB)**

[2]

D. City Council Work Session (DB)

*Meetings: Community Meeting
Follow-Up Stakeholder Meetings*

City Council Work Session

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

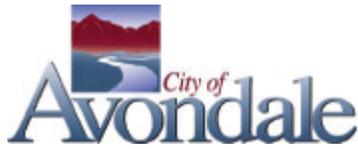
[Consultant's Compensation]

See following page.

Avondale City Center Specific Area Plan

BUDGET BY TASK

	Hourly Rate	Task 1	Task 2	Task 3	Task 3A	Task 4	Task 4A	Task 5	TASK 3A & TASK 4A SUB-TOTAL	Task 6	Task 7	Task 8	TOTAL
		Research, and Stakeholder interviews	Visioning and Concept Plan	Development and Impacts Analysis	Revisions and Added Area	Public Review	Public Review	Specific Area Plan		Implementation Plan	Public Hearings	Specific Area Plan Document and Report	
		8 weeks	12 weeks	8 weeks	6 weeks	4 weeks	6 weeks	10 weeks		8 weeks	3 weeks	4 weeks	
Dyett & Bhatia													
Leslie Gould, Project Manager	\$170	\$17,850	\$15,300	\$9,350	\$11,100	\$13,600	\$7,400	\$18,360	\$18,500	\$14,450	\$6,800	\$4,080	\$118,290
Rajeev Bhatia, Principal	190	380	380	380	-	-	-	380	-	380	-	-	\$1,900
Michael Dyett, Principal	190	-	-	-	-	-	-	-	-	760	-	-	\$760
Senior Planner II	110	-	1,760	3,300	-	-	-	3,300	-	-	-	-	\$8,360
Senior Planner	95	-	-	-	-	-	-	-	-	-	-	-	\$-
Planner II	85	9,350	9,350	6,120	-	4,250	-	12,750	-	6,800	3,400	1,700	\$53,720
Planner	80	-	-	-	9,000	-	2,250	-	11,250	-	-	-	\$11,250
Senior Graphic Designer	95	4,750	3,800	2,280	2,400	1,900	-	5,700	2,400	3,800	3,800	1,520	\$29,950
Graphic Designer	65	-	-	-	2,250	-	-	-	2,250	-	-	-	\$2,250
GIS/ Computer Graphics	85	2,550	1,700	1,700	-	1,190	-	1,700	-	1,700	1,275	425	\$12,240
Support	57	1,710	1,140	1,140	300	1,026	300	2,280	600	1,710	2,280	684	\$12,570
Direct Costs		\$3,400	\$5,200	\$2,800	\$-	\$1,600	\$2,000	\$1,600	\$2,000	\$1,600	\$1,600	\$1,000	\$20,800
Sub-total		\$39,990	\$38,630	\$27,070	\$25,050	\$23,566	\$11,950	\$46,070	\$37,000	\$31,200	\$19,155	\$9,409	\$272,090
ESI													
Judie Scalise	\$150	\$6,300	\$10,200	\$7,500	\$1,500	\$1,050	\$-	\$1,200	\$1,500	\$3,750	\$900	\$900	\$33,300
Garrett Gray	95	7,220	570	1,140	-	-	-	-	-	-	-	-	\$8,930
Francisco Jimenez	80	1,600	-	-	-	-	-	-	-	-	-	-	\$1,600
Direct Costs		\$2,606	\$93	\$55	\$-	\$30	\$-	\$25	\$-	\$15	\$15	\$80	\$2,920
Sub-total		\$17,726	\$10,863	\$8,695	\$1,500	\$1,080	\$-	\$1,225	\$1,500	\$3,765	\$915	\$980	\$46,750
Field Paoli													
Frank Fuller, FAIA	\$195	\$3,900	\$5,850	\$4,680	\$4,680	\$2,340	\$-	\$3,120	\$4,680	\$-	\$-	\$780	\$25,350
Sameer Chadha	150	-	2,700	1,800	9,600	-	-	3,000	9,600	-	-	600	\$17,700
Jane Lin	90	-	1,440	2,160	900	-	-	1,800	900	-	-	-	\$6,300
Direct Costs		\$800	\$800	\$800	\$-	\$800	\$800	\$800	\$800	\$-	\$-	\$-	\$4,800
Sub-total		\$4,700	\$10,790	\$9,440	\$15,180	\$3,140	\$800	\$8,720	\$15,980	\$-	\$-	\$1,380	\$54,150
Kimley Horn													
Project Principal	\$200	\$400	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$400	\$-	\$-	\$800
Project Manager	164	1,968	4,592	4,264	4,920	1,968	-	1,640	4,920	2,296	1,640	656	\$23,944
Project Engineer	142	1,704	-	1,136	1,136	-	-	1,136	1,136	1,988	-	-	\$7,100
Engineer/Designer	121	3,388	2,420	5,324	3,630	968	-	4,114	3,630	4,114	-	726	\$24,684
Tech/Draftsman	84	4,536	1,008	6,552	4,620	504	-	3,360	4,620	3,192	-	-	\$23,772
Administrative	90	180	180	180	180	180	-	180	180	180	180	180	\$1,620
Clerical	58	-	116	116	116	-	-	116	116	116	-	116	\$696
Direct Costs		\$768	\$396	\$1,093	\$-	\$178	\$-	\$641	\$-	\$707	\$69	\$74	\$3,925
Sub-total		\$12,944	\$8,712	\$18,665	\$14,602	\$3,798	\$-	\$11,187	\$14,602	\$12,993	\$1,889	\$1,752	\$86,541
Ten Eyck Landscape Architects													
Christine Ten Eyck	\$175	\$1,400	\$7,000	\$3,850	\$1,750	\$1,750	\$-	\$5,600	\$1,750	\$1,050	\$-	\$-	\$22,400
Betsy Loeb	85	340	1,360	-	1,700	-	-	2,720	1,700	-	-	-	\$6,120
Support	75	-	-	-	425	-	-	-	425	-	-	-	\$-
Direct Costs		\$1,740	\$8,360	\$3,850	\$3,875	\$1,750	\$-	\$8,320	\$3,875	\$1,050	\$-	\$-	\$28,945
Sub-total		\$1,740	\$8,360	\$3,850	\$3,875	\$1,750	\$-	\$8,320	\$3,875	\$1,050	\$-	\$-	\$28,945
Gammage & Burnham													
Manjula Vaz	\$175	\$1,750	\$700	\$1,400	\$-	\$1,400	\$-	\$1,050	\$-	\$2,100	\$1,400	\$700	\$10,500
Grady Gammage	250	500	500	500	-	500	-	500	-	500	500	500	\$4,000
Direct Costs		\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Sub-Total	10	\$2,250	\$1,200	\$1,900	\$-	\$1,900	\$-	\$1,550	\$-	\$2,600	\$1,900	\$1,200	\$14,500
Jack Mackie - Public Art													
Jack Mackie	\$100	\$1,200.00	\$2,600.00	\$-	\$-	\$-	\$-	\$2,200.00	\$-	\$2,000.00	\$-	\$-	\$8,000
Direct Costs		\$500	\$500	\$-	\$-	\$-	\$-	\$-	\$-	\$500	\$500	\$-	\$2,000
Sub-total		\$1,700	\$3,100	\$-	\$-	\$-	\$-	\$2,200	\$-	\$2,500	\$500	\$-	\$10,000
TOTAL		\$81,050	\$81,655	\$69,620	\$60,207	\$35,234	\$12,750	\$79,272	\$72,957	\$54,108	\$24,359	\$14,721	\$512,976
Direct costs as shown in the project budget include reimbursable expenses, including but not limited to: air travel, hotel, parking, car rental, meals during out-of-town travel, printing, mailing, and other similar expenses.													
Hourly rates may be adjusted during the course of the contract, but the total amount shall not change.													
Additional services beyond those identified in the scope of work will be provided at the market billing rates of the firm at the time the additional services are requested.													
Dyett & Bhatia reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project and Specific Area Plan budgets do not change													



CITY COUNCIL REPORT

SUBJECT:
Purchase Contract - Fluoresco Lighting and Signs
Industries - Lighted Street Name Signs Replacement

MEETING DATE:
October 15, 2007

TO: Mayor and Council
FROM: David Fitzhugh, P.E., Assistant City Manager, 623-333-4211
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a Purchase Contract to Fluoresco Lighting and Signs Industries (Fluoresco) to manufacture and install lighted street name signs at four (4) intersections in the City in the amount of \$99,051 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2006, Council directed staff to implement a new, larger street name sign standard on new traffic signal projects; and proceed with a Lighted Street Name Sign Replacement Program for existing traffic signals. As a result, funds were identified to replace lighted street name signs at four (4) intersections per year for the next five (5) years.

DISCUSSION:

Historically, Avondale's lighted street name signs have been a 3' x 8' sign mounted in the center of the signal mast arm. The new larger standard includes a 4' x 10' sign installed on the right side of the signal pole with larger lettering and the City logo. This project will install the new larger lighted street name signs to replace the smaller existing signs at the following locations this fiscal year:

- Dysart Road & Van Buren Street
- Dysart Road & McDowell Road
- McDowell Road & Rancho Santa Fe Boulevard
- McDowell Road & Friendship Park

In addition, the following extra work is also included to follow-up on a couple of outstanding items from last year:

- Replacing the sign face of the existing sign on the northwest corner of the intersection of McDowell Road & 103rd Avenue with the new logo. This sign was installed by a contractor during the McDowell Road construction project prior to the City logo being included on the new street name standard. The other three (3) signs were already replaced last year at this intersection with the new logo.
- Removing the old brackets at the intersection of El Mirage Road & Van Buren Street. The new larger lighted street name signs are already in place at the intersection, but during construction last year, the trombone mast arms were ordered with the old standard attachments prior to the adoption of the new sign standard.

This project also includes removing old signs and brackets; and plugging the holes to repair the mast arms back to their original condition.

PROCUREMENT PROCESS:

Fluoresco is the manufacturer of the City of Avondale's lighted street name signs. In order to maintain consistency in materials, parts and style, a sole source purchase through Fluoresco is recommended based on research confirming that no other vendor manufactures and installs the type of lighted street name signs that meet the City's new larger size and standard. A price quote was obtained from Fluoresco for the equipment and installation in the amount of \$99,051.

SCHEDULE:

The Engineering Department anticipates issuing a purchase order immediately upon Council's approval of contract award. Fluoresco estimates the installation of the signs to be completed by Super Bowl in February, 2008.

BUDGETARY IMPACT:

Funding for this project is available in the Traffic Engineering Division Operating Budget Line Item No. 201-5925-00-7690 in the amount of \$99,051.

RECOMENDATION:

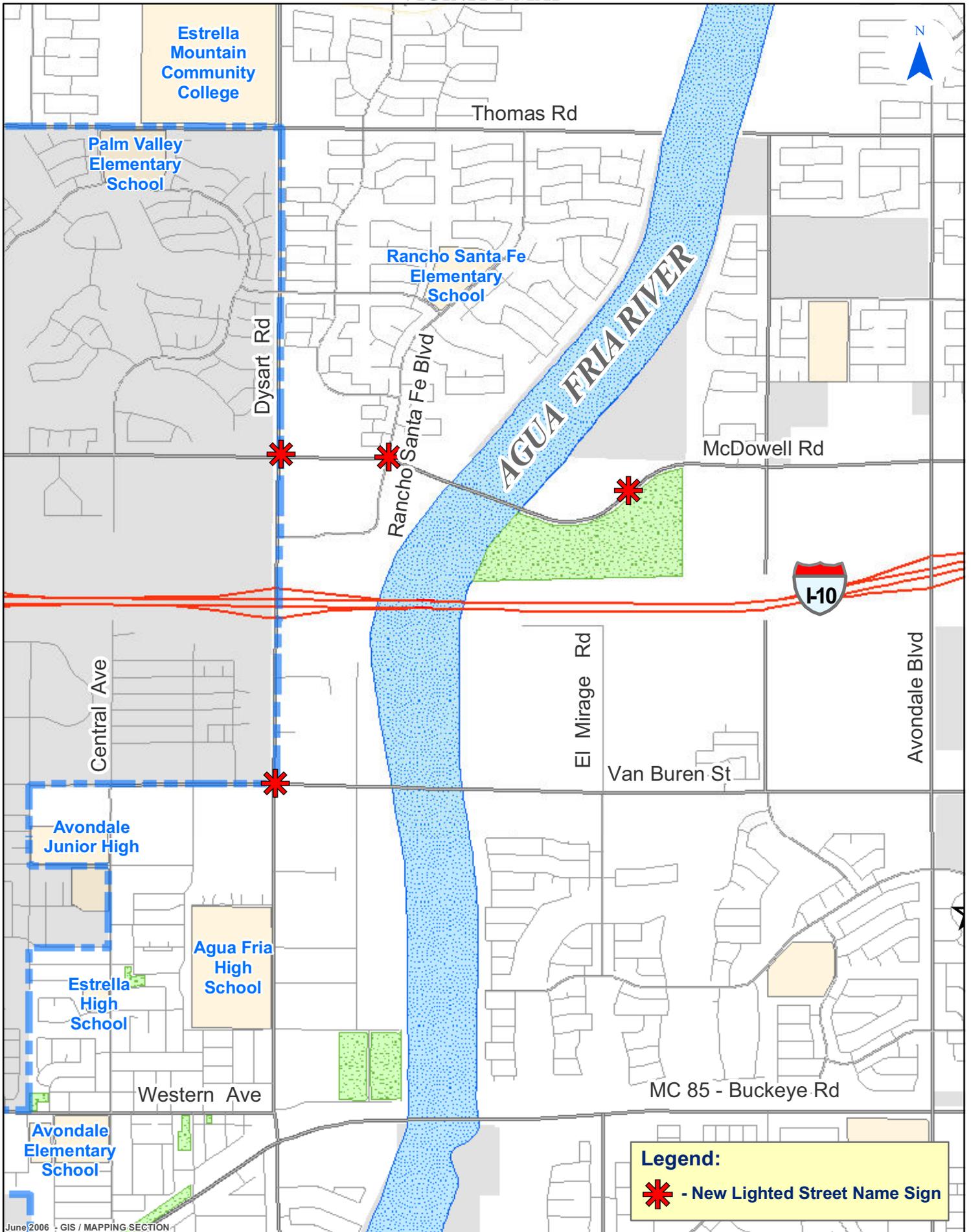
Staff recommends that the City Council award a Purchase Contract to Fluoresco Lighting and Signs Industries (Fluoresco) to manufacture and install lighted street name signs at four (4) intersections in the City in the amount of \$99,051 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [❏ Vicinity Map](#)
- [❏ Sole Source Application](#)
- [❏ PSA - Fluoresco](#)

VICINITY MAP



June 2006 - GIS / MAPPING SECTION

CITY OF AVONDALE New Lighted Street Name Signs

SOLE SOURCE JUSTIFICATION FORM

This form must be provided with all sole source procurement requests. Please provide detailed information on all questions.

1. How was it determined that this commodity or service is a sole source? Provide all documentation relevant to method for sole source determination.

- Competitive Solicitation Process _____
- Advertisement of City Need in the City Newspaper of Record _____
- Formal Request for Information _____
- Other (Please provide information below describing the method used) X

The City of Avondale procured special design of lighted street name signs, associated brackets specific for attachment to standard City signals, and structural engineering analysis on the custom design for the equipment.

2. Why is no other commodity or service suitable to meet your requirements?

- Not compatible with existing equipment. Please provide additional details.
There is no other equipment on the market that is compatible with the City's standards for lighted street name signs, nor with bolt connections to attach to the City's standard traffic signal mast arm and poles. There are very few manufacturers that will make a 4' x 10' lighted street name sign. Only Fluoresco has custom-designed the box unit and the bolt connections to attach the larger signs to City specialty decorative signal poles.
- Request is for testing purposes. Please describe what this basis for the tests and benefit to the City expected. (Sole source requests for testing purposes do not substantiate a sole source for additional requirements.)

- Unique knowledge or skills. Please provide specific information that describes why this knowledge or skill is considered unique.

- Void's warranty or guarantee. What is the duration of the warranty or guarantee and what terms require approval of this sole source request?

3. Does this request represent a mandate from the state or federal government?

Yes: No:

If yes, please describe the mandate. _____

4. What are the consequences of not approving the sole source request?

The City will have to go out for competitive bid and will not receive any responses. There are no other vendors that manufacture signs per the City's current standard, nor the mounting brackets specially manufactured to meet City decorative signal poles. In addition, the City will have to pay to have custom-made bolts designed and pay for their engineering structural analysis, which Fluoresco already did.

5. What negative consequences will result by formally bidding this requirement?

Loss of time and staff resources, searching for vendors again that will manufacture 4' x 10' street name signs and ones that will agree to custom-design the bolt connections.

6. What is the estimated cost of this request? \$91,265.00

7. How was the cost determined to be fair and reasonable? Price quote was obtained for the estimated work and presented to Council in a workshop session. Council agreed to the cost estimate and approved a replacement program that adopts the new 4' x 10' lighted street name signs and installing them citywide over a period of 4 years. Cost estimate at time proposed project went to Council was for \$80,000, and did not include additional work of removing old brackets, plugging holes and replacing conflicting support posts in a few locations. This additional work was found to be fair and reasonable based on previous work the vendor provided to the City, and brings the total to \$91,265.

8. Is this request a one time requirement or is the requirement ongoing into future years?

One Time: Ongoing:

If ongoing, are there a definite number of ongoing years? Currently, the replacement program is for 4 years, however if the City takes over traffic signals from Maricopa County or Arizona Department of Transportation, additional signs may have to be procured to upgrade those existing traffic signals to bring the lighted street name signs to City standards.

9. What other costs will be incurred with this request? Please take into consideration annual maintenance, upgrades in future years, and other request-specific factors.

Repair and maintenance are already been included in existing Traffic Engineering budget.

10. Was this request budgeted for in the current or next fiscal year's budget?

Current: Next

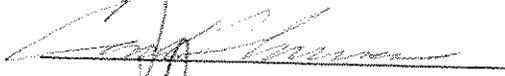
11. Will approval of this request increase future budget requests from your department?

Yes: No:

If yes, what is the estimated amount of the increase? \$15,000, due to the additional work as described above.

What other methods of fulfilling this requirement have been explored? Traffic Engineering staff has contacted other sign manufacturers and has either received no response or the response has been that they do not or cannot manufacture the required types of equipment.

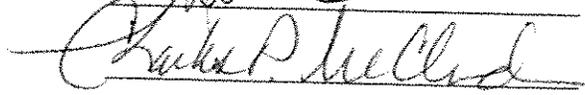
Department Head Approval



Finance Department Approval



City Manager Approval

 (if over \$25,000.00)

I:\Engineering\Traffic\Traffic\Signal System\Lighted SN Signs\Sole Source Justification Form-Fluoresco.doc



Since 1961

PHOENIX
(602) 276-0600
3000 E. Chambers
Phoenix, Arizona 85040
Fax (602) 470-1313

December 29, 2006

Ms. Kelly LaRosa
City of Avondale – Traffic Engineer
11465 W. Civic Center Dr., Ste. 120
Avondale, AZ 85323

RE: 4 Intersections for Illuminated Street Name Signs

Ms. LaRosa:

Here is the pricing that you have requested for the intersections listed below:

- **Avondale & Van Buren** – Fabricate and install (4) 4' x 10' illuminated street name signs with flag mount brackets at \$5487.00 each - **\$21948.00**
Remove (4) existing illuminated street name signs, cut off the existing brackets, and plug the holes at \$400.00 each - **\$ 1600.00**

- **Avondale & Durango** – Fabricate and install (4) 4' x 10' illuminated street name signs with flag mount brackets at \$5487.00 each - **\$21948.00**
Relocate support (2) support posts and plug the holes in the mast arm - **\$ 1480.00**
Remove (4) existing illuminated street name signs, cut off the existing brackets, and plug the holes at \$400.00 each - **\$ 1600.00**

- **McDowell & 103rd Ave.** – Fabricate and install (3) 4' x 10' illuminated street name signs with flag mount brackets at \$5487.00 each - **\$16461.00**
Relocate support (1) support posts and plug the holes in the mast arm - **\$ 740.00**
Remove (3) existing illuminated street name signs, cut off the existing brackets, and plug the holes at \$400.00 each - **\$ 1200.00**

- **McDowell & 101st Ave.** – Fabricate and install (4) 4' x 10' illuminated street name signs with flag mount brackets at \$5487.00 each - **\$21948.00**
Relocate support (1) support posts and plug the holes in the mast arm - **\$ 740.00**
Remove (4) existing illuminated street name signs, cut off the existing brackets, and plug the holes at \$400.00 each - **\$ 1600.00**

If you have any other questions or need further information, please feel free to contact us at 602-276-0600. Thank you for the opportunity to work with you.

Sincerely,

A handwritten signature in cursive script that reads "Gary Gryder".

Gary Gryder
Vice President of Sales and Lighting

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of October 15, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Fluoresco Lighting-Sign Maintenance Corp., an Arizona corporation (the "Consultant").

RECITALS

A. Pursuant to Section 25-23 of the City Code, the City may directly select firms to perform certain services.

B. The City desires to enter into this Agreement with the Consultant to provide fabrication and installation of illuminated street signs (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 15, 2008.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$99,051.00 for the Services, as set forth in Exhibit A.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are

expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

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

11. Insurance.

11.1 General.

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

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this

Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

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

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

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

14.13 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: 623-333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

If to Consultant: Fluoresco Lighting-Sign Maintenance Corp.
3000 East Chambers
Phoenix, Arizona 85040
Facsimile: 602-470-1313
Attn: Gary Gryder

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

14.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the Scope of Work and this Agreement, the terms of this Agreement shall govern.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Consultant”

FLUORESCO LIGHTING-SIGN
MAINTENANCE CORP., an Arizona
corporation

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007,
by _____ as _____ of FLUORESCO
LIGHTING-SIGN MAINTENANCE CORP., an Arizona corporation, on behalf of the
corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.

[Scope of Work]

See following pages.



PHOENIX
(602) 276-0600
3000 E. Chambers
Phoenix, Arizona 85040
Fax (602) 470-1313

September 12, 2007

Ms. Kelly LaRosa
City of Avondale – Traffic Engineer
11465 W. Civic Center Dr., Ste. 120
Avondale, AZ 85323

RE: 4 Intersections for Illuminated Street Name Signs

Ms. LaRosa:

Here is the pricing that you have requested for the intersections listed below:

- Dysart and Van Buren** – Fabricate and install (4) 4' x 10' illuminated street name signs with flag mount brackets at \$5487.00 each - **\$21948.00**
 Remove and save (4) existing illuminated street name signs, cut off the existing brackets, and plug the holes at \$400.00 each - **\$ 1600.00**
 Relocate (1) support post and plug the holes in the mast arm - **\$ 1480.00**
- McDowell and Rancho Santa Fe** – Fabricate and install (4) 4' x 10' illuminated street name signs with flag mount brackets at \$5487.00 each - **\$21948.00**
 Remove and save (4) existing illuminated street name signs, cut off the existing brackets, and plug the holes at \$400.00 each - **\$ 1600.00**
- McDowell and Friendship Park** – Fabricate and install (3) 4' x 10' illuminated street name signs with flag mount brackets at \$5487.00 each - **\$16461.00**
 Remove and save (4) existing illuminated street name signs, cut off the existing brackets, and plug the holes at \$400.00 each - **\$ 1200.00**
- Dysart and McDowell** – Fabricate and install (4) 4' x 10' illuminated street name signs with flag mount brackets at \$5487.00 each - **\$21948.00**
 Remove and save (4) existing illuminated street name signs, cut off the existing brackets, and plug the holes at \$400.00 each - **\$ 1600.00**
- 103rd Ave and McDowell** – Fabricate and install (2) replacement faces with the green EC film and the logo on the NWC at \$3658.00 per face - **\$ 7316.00**
 Remove and save the existing (2) faces - **\$ 350.00**

•**Van Buren and El Mirage** - Remove and save (4) existing illuminated street name signs, cut off the existing brackets, and plug the holes at \$400.00 each - \$ 1600.00

Project Total - \$99051.00

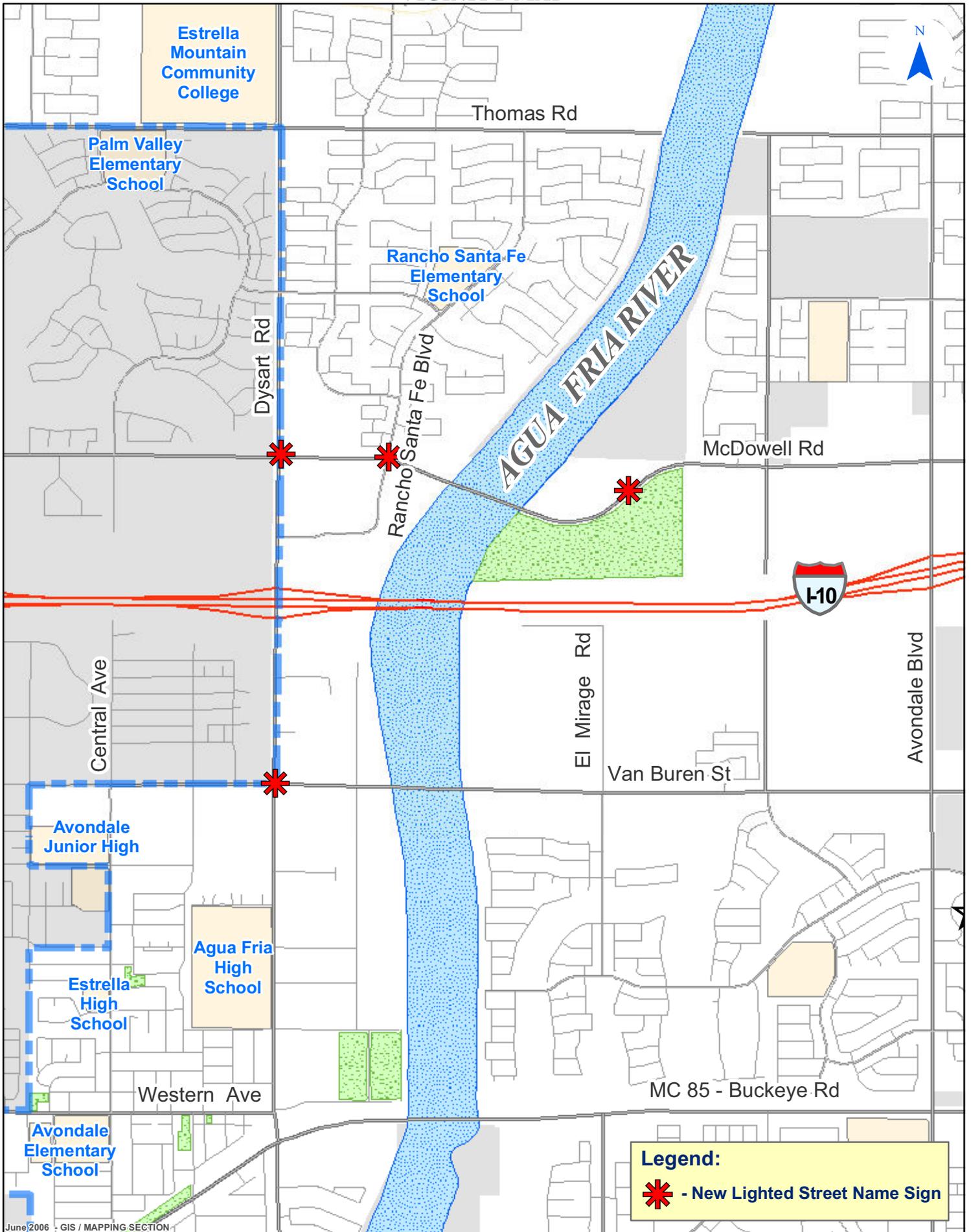
If you have any other questions or need further information, please feel free to contact us at 602-276-0600. Thank you for the opportunity to work with you.

Sincerely,



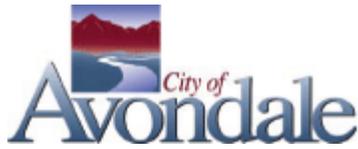
Gary Gryder
Vice President of Sales and Lighting

VICINITY MAP



June 2006 - GIS / MAPPING SECTION

CITY OF AVONDALE New Lighted Street Name Signs



CITY COUNCIL REPORT

SUBJECT:
contract for drilling and installation of wells 22 and 25

MEETING DATE:
October 15, 2007

TO: Mayor and Council
FROM: Marilyn DeRosa, Water Resources Assistant Director
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a contract to Arizona Beeman Drilling for the purpose of drilling and installing Wells 22 and 25 for an amount not to exceed \$971,728 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The 2005 Water Master Plan evaluated existing water resources and infrastructure and determined that, within two years, additional supplies would be required throughout the City's service area to meet peak summer demands. The Coldwater Booster Station is one of the facilities in need of additional water supplies and, when completed, Wells 22 and 25 are anticipated to have the capacity to supply up to 2,500 and 1,200 gallons per minute, respectively, to the Coldwater site.

DISCUSSION:

Wells 22 and 25 drilling and installation is considered Phase I of the on-site well improvements with projected completion by February 29, 2008. This contract requires the contractor to install, at each site, a new well casing, and complete the well drilling, installation and development. The above-ground well site improvements are considered Phase II and will be bid and contracted separately. Under this two-phase scenario, the well drilling and installation will begin, allowing the well site design to be completed and bid separately, streamlining the overall construction process by reducing potential conflicts between the well driller and the well site construction contractor.

The bid announcement for this contract was advertised in the West Valley View on September 18 and 21, 2007, the Arizona Informant on September 21, 2007, and the Arizona Business Gazette on September 20, 2007. A mandatory pre-bid meeting was held on October 2, 2007, and was attended by four potential bidders - Arizona Beeman Drilling Co., Layne Christensen Co., Stewart Brothers Drilling Co., and Zim Industries, Inc. Four contractors submitted a bid for this project, with Arizona Beeman Drilling, submitting the lowest responsive and responsible bid.

Staff has contacted the State Registrar of Contractors Office, and found Arizona Beeman Drilling, to be a competent contractor. We have also contacted the list of references provided by the driller, and found no reason to disqualify Arizona Beeman Drilling. The tentative completion schedule for Wells 22 and 25, Phase I (drilling, installation, and development) is:

Award by Council	October 15, 2007
Pre-Construction Conference	October 22, 2007
Notice to Proceed	October 29, 2007
Begin Work	November 12, 2007
Well 25, Phase I, Complete	December 31, 2007
Well 22, Phase I, Complete	February 29, 2008

Funding for these wells has been previously prioritized and approved by Council for expenditure this fiscal year.

BUDGETARY IMPACT:

Funding for this contract is available in the five-year CIP in line items 514-00-1201-00-8520 (Weiler Well - SWC Avondale/Van Buren) and 514-00-1216-00-8520 (Well 25 - SWC Van Buren/El Mirage).

RECOMENDATION:

Staff recommends that the City Council award a contract to Arizona Beeman Drilling for the purpose of drilling and installing Wells 22 and 25 for an amount not to exceed \$971,728 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

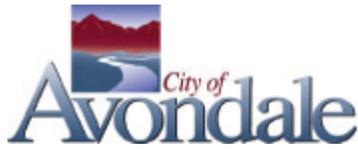
ATTACHMENTS:

Click to download

 [tabluation](#)

BID TABULATION
 IFB WR 07-085
 DRILLING INSTALLATION OF WELLS 22 AND 25

Bidder	Well 22	Well 25	Total
Morex Investments, LLC dba Arizona Beeman Drilling	\$485,864.00	\$485,864.00	\$971,728.00
Zim Industries, Inc.	\$520,246.46	\$509,674.46	\$1,029,920.92
Stewart Brothers Drilling Co.	\$583,661.09	\$505,428.29	\$1,089,089.38
Layne Christensen Company	\$562,980.14	\$562,980.14	\$1,125,960.28



CITY COUNCIL REPORT

SUBJECT:

Resolution 2696-1007 Granting a Partial Termination of the Preannexation Agreement for Roosevelt Park for the Purpose of a Salt River Project Irrigation Easement Dedication.

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution granting a partial termination of the preannexation agreement for Roosevelt Park for the purpose of a Salt River Project Irrigation Easement dedication, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

In July of 2001, City Council approved a preannexation agreement for the Roosevelt Park subdivision. This covered the subdivision area north and south of Van Buren Street on the west side of 107th Avenue. See attached vicinity map. The infrastructure improvements for the portion of the subdivision south of Van Buren have been constructed, and homes are being built. The residential portion of the subdivision north of Van Buren Street is about to be developed. The plat will come to City Council for approval shortly.

There is currently an SRP ditch running adjacent to the 111th Avenue that will have to be relocated to complete the improvements required for the subdivision. This will require the dedication of a SRP easement, which is a standard requirement of SRP. In this case, the original easement predated the preannexation agreement. SRP wants the new easement to be clear of the preannexation agreement as well. The partial termination will apply to the new easement area only, and will have no effect on the development. This resolution will complete this action and permit the easement to be dedicated.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMENDATION:

Staff recommends that the City Council adopt resolution granting a partial termination of the preannexation agreement for Roosevelt Park for the purpose of a Salt River Project Irrigation Easement dedication, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

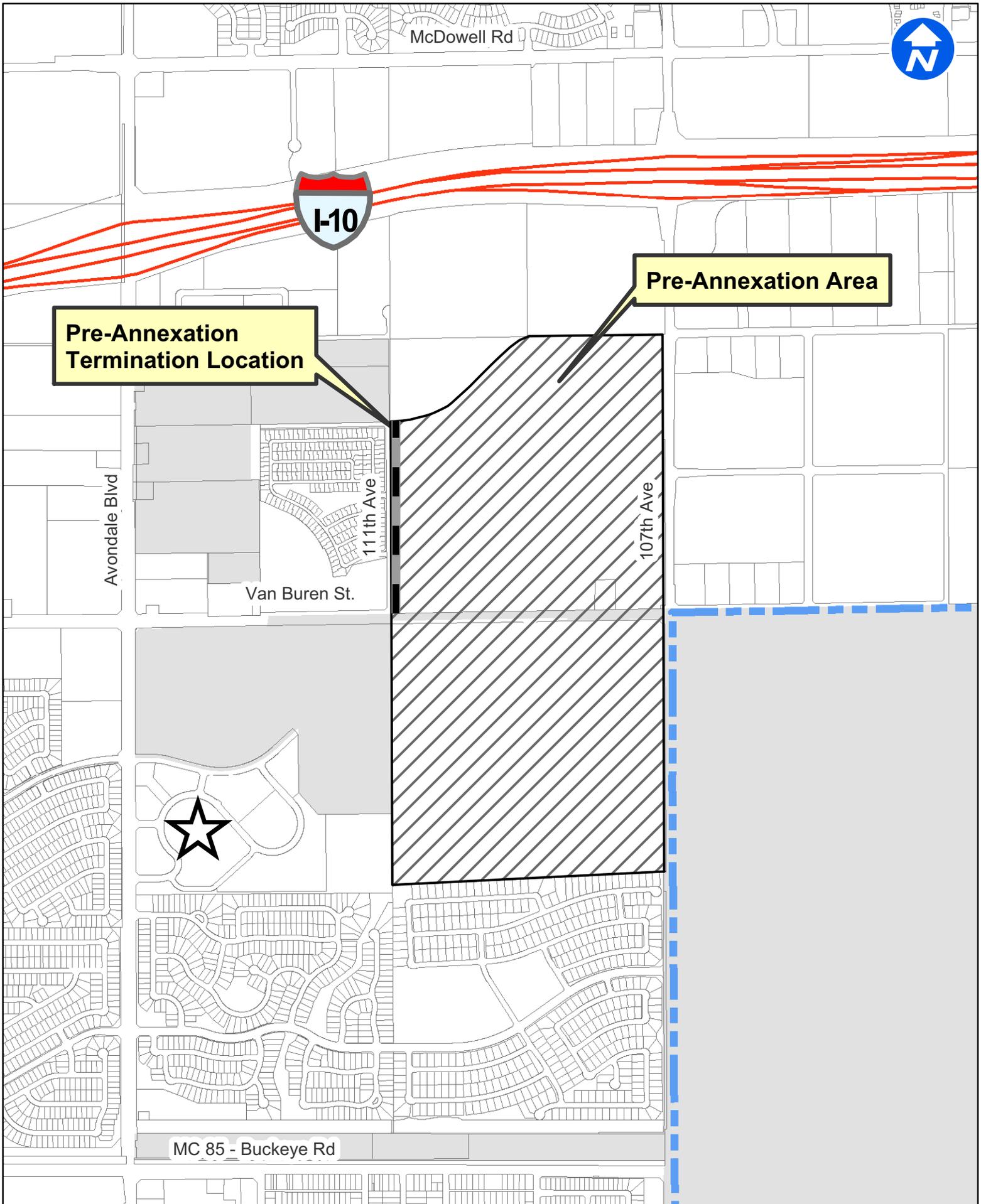
ATTACHMENTS:

Click to download

[Vicinity Map](#)

[RES - 2696-1007](#)

VICINITY MAP



**City of Avondale
Pre-Annexation Termination Location**

RESOLUTION NO. 2696-1007

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A PARTIAL TERMINATION OF PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH JOHN ANDERSON.

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

SECTION 1. That the partial termination agreement of the Roosevelt Park pre-annexation development agreement (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to execute this Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 2696-1007

[Partial Termination of Pre-Annexation Development Agreement]

See following pages.

WHEN RECORDED, PLEASE RETURN TO:
CITY CLERK
CITY OF AVONDALE
11465 W. CIVIC CENTER DRIVE, SUITE 220
AVONDALE, ARIZONA 85323-6809

PARTIAL TERMINATION OF PRE-ANNEXATION DEVELOPMENT AGREEMENT
(ROOSEVELT PARK)

NOTICE IS HEREBY GIVEN that the undersigned parties hereby agree to a partial termination of that certain Pre-annexation Development Agreement between the City of Avondale, an Arizona municipal corporation and John Anderson, dated July 16, 2001 and recorded in the Office of the Maricopa County Recorder at Document No. 2001-0926396 on October 4, 2001 (the "Agreement"), with respect to a portion of the real property covered thereby, representing approximately .82 acres located along the alignment of 111th Avenue, immediately north of Van Buren Street, more particularly described as follows:

See Exhibit A attached hereto and by reference made a part hereof,

Except as modified herein with respect to the .82 acres of real property previously described, the Agreement shall remain in full force and effect.

DATED: October 15, 2007

CITY OF AVONDALE, an
Arizona municipal corporation

By: _____
Charles P. McClendon, City Manager

By: _____

Name: _____

ATTEST:

Title: _____

Linda M. Farris, City Clerk

EXHIBIT A
TO
PARTIAL TERMINATION OF PRE-ANNEXATION DEVELOPMENT AGREEMENT
(ROOSEVELT PARK)

[Legal description and map]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
PROPOSED USA EASEMENT

Being a portion of the southeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a found Maricopa County Highway Department brass cap in handhole at the south quarter corner of said Section 6, from which a found 5/8" rebar at the center of said Section 6 bears North 00°29'20" West 2,632.13 feet;

Thence along the west line of said southeast quarter, North 00°29'20" West 4.35 feet to the **Point of Beginning**;

Thence continuing along said west line, North 00°29'20" West 42.40 feet;

Thence leaving said west line, North 27°39'09" East 77.39 feet, to the east line of the west 36.50 feet of said southeast quarter;

Thence along said east line, North 00°29'20" West 1,678.32 feet;

Thence leaving said east line, North 89°30'40" East 20.00 feet, to the east line of the west 56.50 feet of said southeast quarter;

Thence along said east line, South 00°29'20" East 1,683.33 feet;

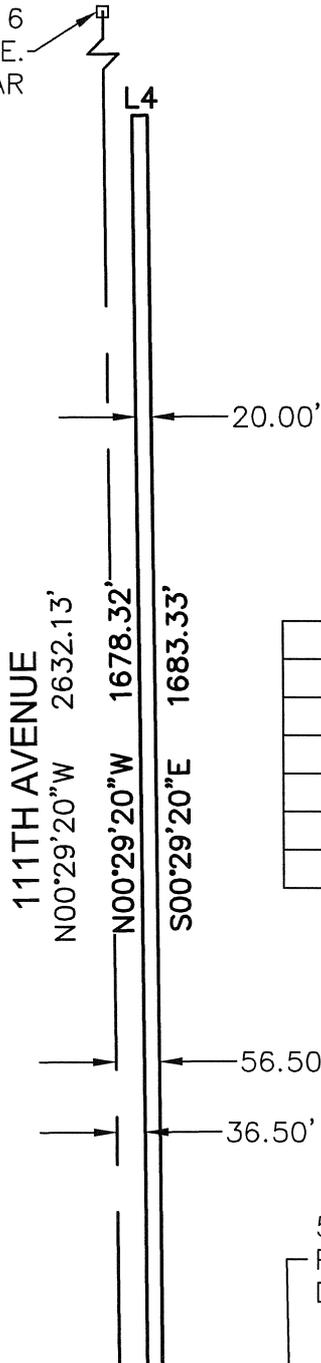
Thence leaving said east line, South 27°39'09" West 119.79 feet to the **Point of Beginning**.

Containing 0.82 acre, more or less.

See attached Exhibit.



CENTER SEC. 6
T.1N., R.1E.
FD. 5/8" REBAR



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°29'20"W	4.35'
L2	N00°29'20"W	42.40'
L3	N27°39'09"E	77.39'
L4	N89°30'40"E	20.00'
L5	S27°39'09"W	119.79'



5' OVERHEAD AND UNDERGROUND
POWER DISTRIBUTION EASEMENT
DOC. NO. 04-1098540, M.C.R.

33' COUNTY ROAD
BK. 2 OF MAPS, PG. 14,
M.C.R.

SE COR SEC. 6
T.1N., R.1E.
FD. MCHD BCHH

P.O.C.
S 1/4 COR SEC. 6
T.1N., R.1E.
FD. MCHD BCHH



N88°52'29"E 2613.62'
VAN BUREN STREET

Scott Nelson

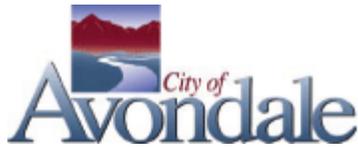
m2 group
Civil Engineering
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810



EXHIBIT "A"

PROPOSED USA EASEMENT
AVONDALE, ARIZONA
05/07/07
JOB NO. 06122TH
1" = 250'

\\06122TH\LEGAL\6122L21.DWG



CITY COUNCIL REPORT

SUBJECT:
Resolution 2693-1007 amending Council Rules of
Procedure - Selection of Vice Mayor

MEETING DATE:
October 15, 2007

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution amending Section 14 of the Council Rules of Procedure relating to the selection of a Vice-Mayor.

BACKGROUND:

In July, staff was directed to explore options available for the selection of the Vice Mayor. In September, staff reported back to Council options available, which included leaving the process as is currently set forth in the City Charter and City Council Rules of Procedure; clarifying the City Charter to indicate the term length and if the position can be held for more than one term or establishing a formal rotation process based on either number of years on Council or votes garnered during the last election.

DISCUSSION:

Following the discussion at the September worksession, staff was directed to develop language which would clarify the intent of the City Council which would amend Section 14 of the City Council Rules of Procedure. The proposed amendment to the Rules of Procedure clarifies that it is the intent of the City Council to select a Vice Mayor every two years from amongst those who desire to serve in the position and that the position is limited to one two-year term.

RECOMENDATION:

Staff recommends that the City Council approve a resolution amending Section 14 of the Council Rules of Procedure relating to the selection of a Vice-Mayor.

ATTACHMENTS:

Click to download

 [RES - 2693-1007](#)

RESOLUTION NO. 2693-1007

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY COUNCIL RULES OF PROCEDURE RELATING TO ELECTION OF VICE MAYOR.

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

SECTION 1. That the City of Avondale, Arizona, City Council Rules of Procedure, Section 14, Election of Vice Mayor, is hereby amended as follows:

In accordance with City Charter Article II, Section 8, the City Council shall designate one of its members as Vice-Mayor who shall serve in such capacity for a two-year term at the pleasure of the City Council. The Vice-Mayor shall perform the duties of the Mayor during the absence or disability of the Mayor. IT IS THE INTENT OF THE CITY COUNCIL TO SELECT A VICE MAYOR EVERY TWO YEARS AMONGST ALL COUNCIL MEMBERS WHO DESIRE TO SERVE IN THE POSITION. THE VICE MAYOR POSITION IS INTENDED TO BE LIMITED TO ONE TWO-YEAR TERM; PROVIDED, HOWEVER, THAT A COUNCIL MEMBER IS NOT PROHIBITED FROM SERVING MORE THAN ONE TWO-YEAR TERM.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

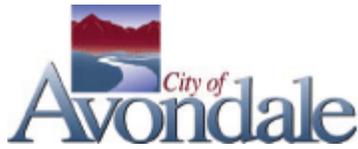
Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2692-1007 Authorizing an Intergovernmental Agreement - Maricopa County – Traffic Signal and Intersection Improvements at Indian School Road and El Mirage Road

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E., Assistant City Manager, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and Maricopa County (County) for traffic signal and intersection improvements at Indian School Road and El Mirage Road (Project) and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The intersection of Indian School Road and El Mirage Road is currently a 3-way intersection with Indian School Road as the through street and El Mirage Road controlled by a stop sign on the north leg for southbound traffic. Vehicles traveling southbound on El Mirage Road are experiencing excessive delays during peak hours when they are negotiating a turn onto Indian School Road.

In August 2005, the Maricopa County Department of Transportation (MCDOT) conducted a traffic signal warrant study on the intersection of Indian School Road and El Mirage Road. Results of the study confirmed that a traffic signal is warranted at this intersection.

On January 17, 2007, the City of Avondale approved annexation of the Indian School Road and El Mirage Road intersection and included it in the 2006-2007 Capital Improvement Program (CIP). The purpose of this project is to improve intersection capacity and functionality, reduce traffic congestion and delay, provide adjacent street improvements to relocate driveways, extend storage for the left-turn lanes, and construct a portion of the southern leg of El Mirage Road at the intersection.

The County is amenable to partnering with the City and staff proposes to enter into an IGA with the County to stipulate the terms and conditions related to the installation of traffic signal and intersection improvements at Indian School Road and El Mirage Road.

The City has procured a consultant to provide engineering services and the design is currently at 60% completion.

DISCUSSION:

The purpose of the IGA is to identify and define the County's and the City's respective responsibilities for the traffic signal and intersection improvements at Indian School Road and El Mirage Road. The IGA proposes the following terms of agreement:

The County shall:

- Cooperate with the City on the completion of the Project.
- Reimburse the City on or after July 1, 2008 (FY2009-10), for up to \$160,000 for Project costs. Payments are due within 30 days of receipt of an invoice from the City.

The City Shall:

- Act as the Lead Agency for the Project consistent with City of Avondale standards.
- Own, operate, and maintain the intersection upon completion of the Project.
- Advance the total Project costs for the design, engineering, construction and related activities associated with the completion of the Project.
- Submit an invoice to the County for up to \$160,000 for the County's share of Project costs on or after July 1, 2008 (FY 2009-10).

BUDGETARY IMPACT:

Funding for this project is available in Street Fund Line Item No. 304-1154, Traffic Signal – Indian School/El Mirage. The County will reimburse the City up to \$160,000 in FY 2009-10, which will offset a portion of the City's costs.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and Maricopa County (County) for traffic signal and intersection Improvements at Indian School Road and El Mirage Road and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

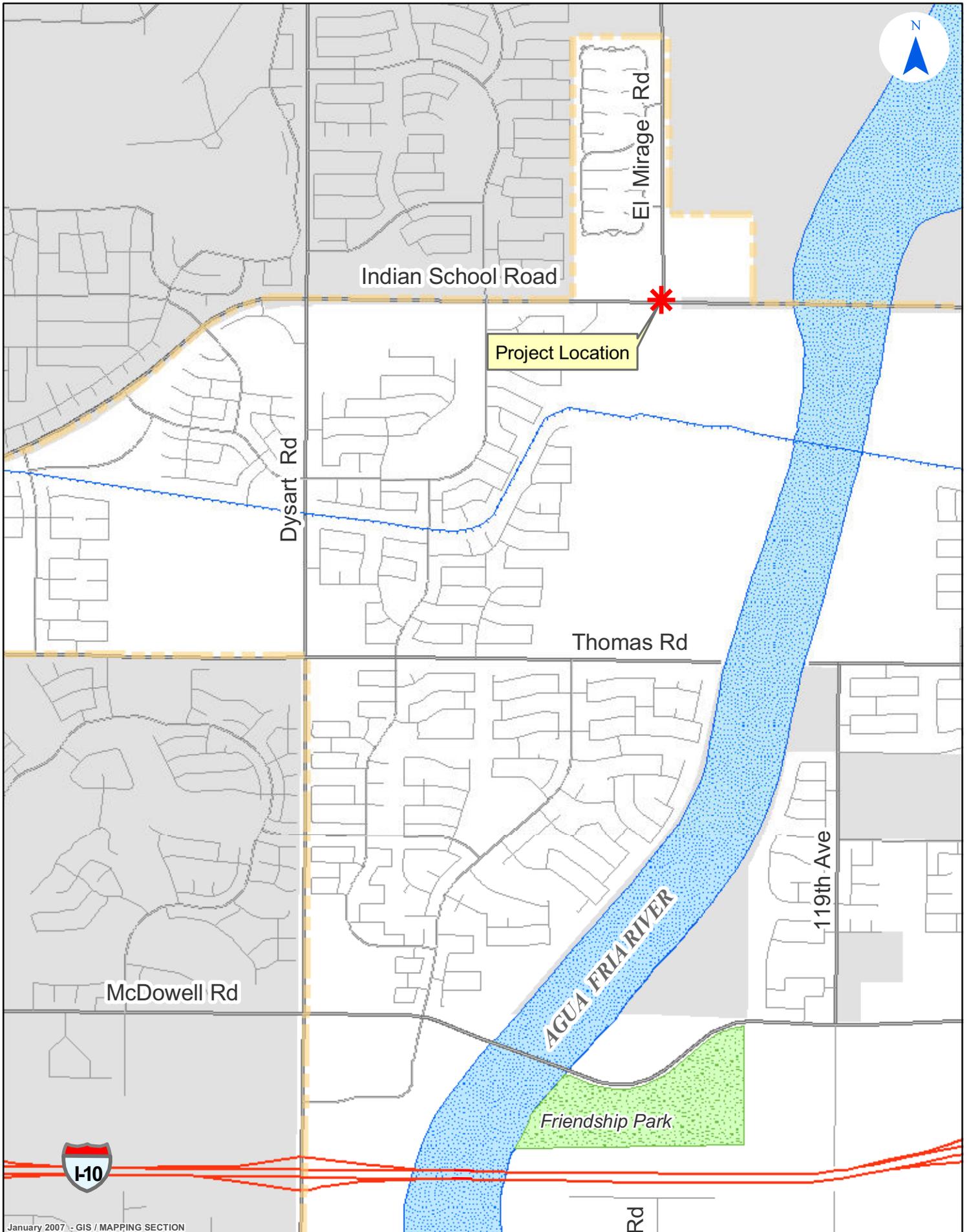
ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [RES - 2692-1007](#)

VICINITY MAP



January 2007 - GIS / MAPPING SECTION

CITY OF AVONDALE Indian School Rd. & El Mirage Rd. Proposed Signal

RESOLUTION NO. 2692-1007

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT INDIAN SCHOOL ROAD AND EL MIRAGE ROAD.

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

SECTION 1. That the Intergovernmental Agreement with Maricopa County relating to traffic signal and intersection improvements at Indian School Road and El Mirage Road (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to execute and implement this Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 2692-1007

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF AVONDALE
FOR IMPROVEMENTS TO THE INTERSECTION OF
EL MIRAGE ROAD AND INDIAN SCHOOL ROAD
(TT 004)
(C-64-08- -2-00)**

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a body politic, (**County**) acting through the Maricopa County Department of Transportation (**MCDOT**), and the City of Avondale, a municipal corporation (**Avondale**), jointly referred to as the **Partners** or **Parties**.

This Agreement shall become effective as of the date it is filed with the Maricopa County Recorder pursuant to Arizona Revised Statutes (**A.R.S.**) §11-952, as amended.

STATUTORY AUTHORIZATION

1. A.R.S. §§11-251 and 28-6701, et seq., authorize the County to layout, maintain, control and manage public roads within the County, and enter into this Agreement.
2. A.R.S. §11-951, et seq., authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. *Intersection Boundaries* - The intersection of El Mirage Road and Indian School Road (**Intersection**) is bounded:
 - 3.1 On the east by the County
 - 3.2 On the north, south and west by Avondale
4. *Ownership* - Indian School Road is owned, operated and maintained by the County.

5. *Traffic Warrants* - Traffic studies of the Intersection indicate that installation of a traffic signal is warranted to improve the flow of traffic and alleviate safety concerns.
6. *Annexation* – The Intersection is currently within the city limits of Avondale.
7. *Schedule* - The Partners anticipate proceeding with the design, engineering, construction, construction management, rights-of-way acquisition, utility relocation, and installation of the traffic signal (**Project**) in FY 2008.
8. *Lead Agency* – Avondale will be the Lead Agency for the Project.
9. *Design Standards* – Avondale design standards will be used for the Project.
10. *Cost of the Project* - Approximately \$1,200,000
11. *Project Cost Contributions* - The Partners will share the Project cost as follows:
 - 11.1 County Maximum = \$160,000 FY 2009
 - 11.2 Avondale Balance = \$1,040,000 FY 2008
 - 11.3 Avondale will advance all funds required to proceed with the design and construction of the Project in FY 2008 and the County will reimburse Avondale up to \$160,000 in FY 2009.

PURPOSE OF THE AGREEMENT

12. The purpose of this Agreement is to identify and define the responsibilities of the Partners for the Project.

TERMS OF THE AGREEMENT

13. **The County agrees to:**
 - 13.1 Cooperate with Avondale in the completion of the Project.
 - 13.2 On or after July 1, 2008 (FY 2009), reimburse Avondale for up to \$160,000 advanced by Avondale for Project costs within 30 days of receipt of an invoice from Avondale.
14. **Avondale Agrees to:**
 - 14.1 Act as the Lead Agency for the Project consistent with Avondale standards.
 - 14.2 Own, operate, and maintain the intersection upon completion of the Project
 - 14.3 Advance the total Project costs for the design, engineering, construction and related activities associated with the completion of the Project.

- 14.4 On or after July 1, 2008 (FY 2009), submit an invoice to the County for up to \$160,000 for the County's share of Project costs.

GENERAL TERMS AND CONDITIONS

15. The Parties hereby agree that to the extent permitted by law, each Party will indemnify and save the other Parties harmless, including any of the Parties departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. Each Party hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
16. This Agreement shall be effective as of the date it is filed with the Maricopa County Recorder pursuant to A.R.S. § 11-952 and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written agreement by both parties. Either party may terminate this Agreement upon furnishing the other party with a written notice at least thirty (30) days prior to the effective termination date.
17. This Agreement shall be subject to the provisions of A.R.S. § 38-511.
18. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.
19. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
20. This Agreement shall not be modified or extended except by written instrument adopted in accordance with the requirements for adopting a new agreement.
21. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.

22. Any funding provided for herein, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors in such fiscal year.
23. This Agreement has been arrived at by negotiation and shall not be construed against either party or against the Party who prepared the last draft.

End of Agreement – Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MARICOPA COUNTY

CITY OF AVONDALE

Recommended by:

Approved and Accepted:

John B. Hauskins, P.E. Date
Transportation Director

Marie Lopez Rogers, Mayor

Approved and Accepted:

Attest:

By: _____
Chairman, Board of Supervisors

By: _____
Linda M. Farris, City Clerk Date

Attest:

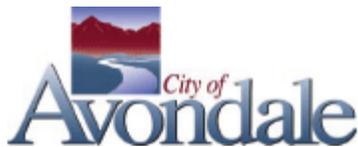
By: _____
Clerk of the Board Date

APPROVAL OF COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Agreement, between the County of Maricopa and the City of Avondale, and declare this Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Deputy County Attorney Date

Avondale City Attorney Date



CITY COUNCIL REPORT

SUBJECT:

Resolution 2691-1007 Authorizing an Intergovernmental Agreement - Maricopa County – Traffic Signal and Intersection Improvements at Indian School Road and Westwind Parkway

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: David Fitzhugh, P.E., Interim City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and Maricopa County (County) for traffic signal and intersection improvements at Indian School Road and Westwind Parkway (Project), and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The intersection of Indian School Road and Westwind Parkway is currently a 4-way intersection with Indian School Road as the through street and Westwind Parkway controlled by a stop sign on the north and south legs. Vehicles traveling northbound and southbound on Westwind Parkway are experiencing excessive delays during peak hours when they approach the Indian School and Westwind Parkway intersection.

In September 2006, the Maricopa County Department of Transportation (MCDOT) conducted a traffic signal warrant study on the intersection of Indian School Road and Westwind Parkway. Results of the study confirmed that a traffic signal is warranted at this intersection. The intersection of Indian School Road and Westwind Parkway will continue to be owned, operated and maintained by the County.

The signalization of the Indian School Road and Westwind Parkway is part of the adopted 2007-2008 Capital Improvement Program (CIP). The purpose of this project is to construct a traffic signal using standard County-type specifications at the Indian School Road and Westwind Parkway. Traffic signal signalization would enhance safety for vehicles traveling on both roadways. Other improvements will include minor roadway improvements such as curb and gutter, ADA ramps, and pavement.

The County is amenable to partnering with the City and staff proposes to enter into an IGA with County to stipulate the terms and conditions related to the installation of traffic signal and intersection improvements at Indian School Road and Westwind Parkway.

The City has procured a consultant to provide engineering services and the design is currently at 60% completion.

DISCUSSION:

The purpose of the IGA is to identify and define the County's and the City's respective responsibilities for the traffic signal and intersection improvements at Indian School Road and Westwind Parkway.

The IGA proposes the following terms of agreement:

The County shall:

- Cooperate with the City in the completion of the Project.
- Participate in the review of the initial design and any design changes.
- Issue “no cost” permits to the City to work within the County’s jurisdictional boundaries.
- Participate in the inspection of the Project to assure compliance with County standards and maintenance requirements.
- Own, operate, and maintain the traffic signal upon completion of the Project.
- Reimburse the City on or after July 1, 2008 (FY 2009-10), for 50% of the total Project costs. Payments are due within 30 days of receipt of an invoice from the City.

The City shall:

- Act as the Lead Agency for the Project consistent with MCDOT standards.
- Advance the total Project costs for the design, engineering, construction and related activities associated with the installation of the traffic signal.
- Submit an invoice to the County for 50% of the total Project costs up to, but not exceeding, \$80,000 for design and up to, but not exceeding, \$400,000.00 for construction on or after July 1, 2008 (FY 2009-10).

BUDGETARY IMPACT:

Full funding for this project is available in Street Fund Line Item No. 304-1251, Traffic Signal – Indian School and Westwind Parkway. The County will reimburse the City for 50% of the total Project’s costs which has been estimated at approximately \$200,000, in FY 2009-10. The estimated \$200,000 reimbursement will offset the City’s costs.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and Maricopa County (County) for traffic signal and intersection improvements at Indian School Road and Westwind Parkway and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

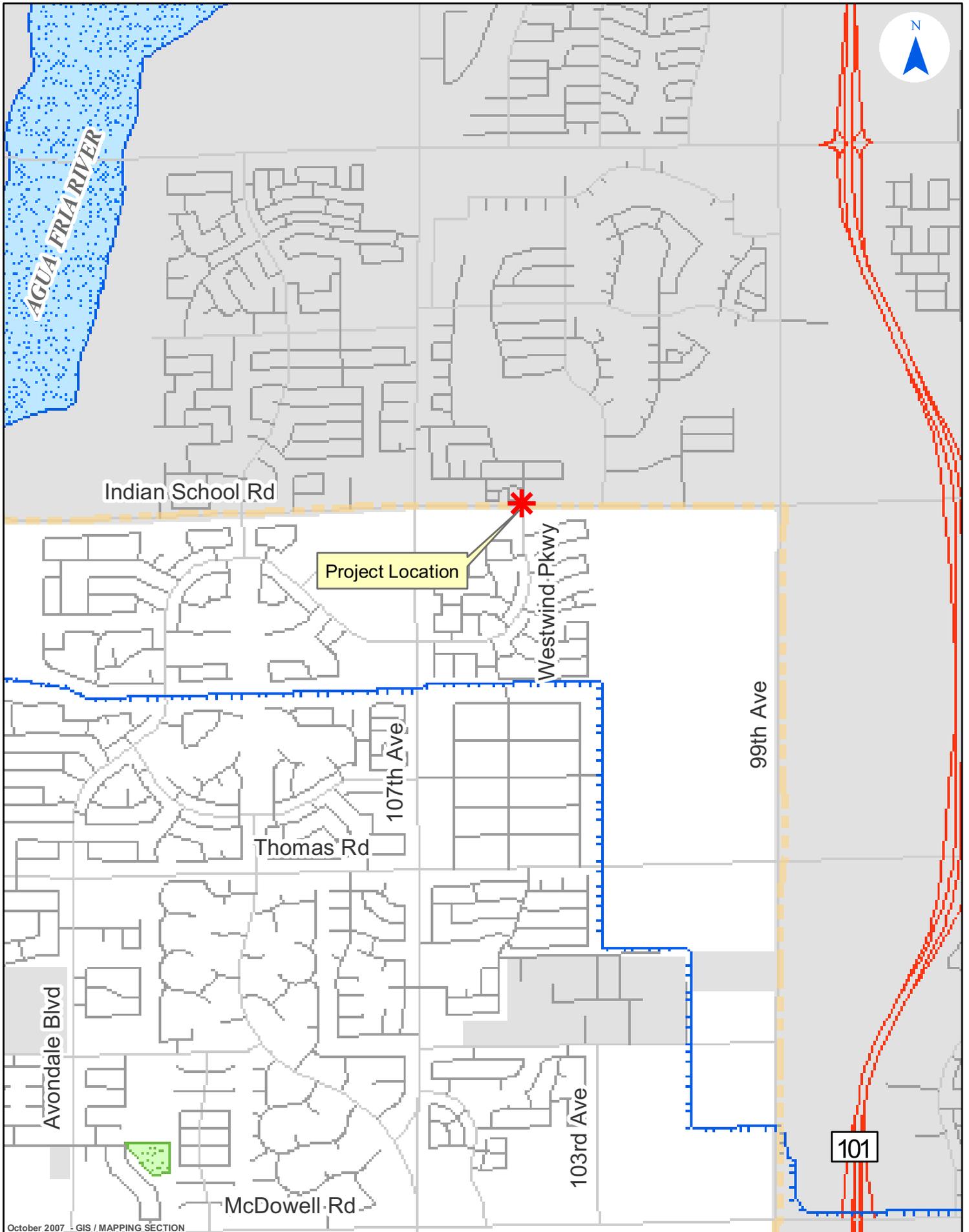
ATTACHMENTS:

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 [Vicinity Map](#)

 [RES - 2691-1007](#)

VICINITY MAP



October 2007 - GIS / MAPPING SECTION

CITY OF AVONDALE

Indian School Rd. & Westwind Pkwy. Proposed Signal

RESOLUTION NO. 2691-1007

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT INDIAN SCHOOL ROAD AND WESTWIND PARKWAY.

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

SECTION 1. That the Intergovernmental Agreement with Maricopa County relating to traffic signal and intersection improvements at Indian School Road and Westwind Parkway (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to execute and implement this Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 2691-1007

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF AVONDALE
FOR IMPROVEMENTS TO THE INTERSECTION OF
INDIAN SCHOOL ROAD AND WESTWIND PARKWAY
(TT 004)
(C-64-08- -2-00)**

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a body politic, (**County**) acting through the Maricopa County Department of Transportation (**MCDOT**), the City of Avondale, a municipal corporation (**Avondale**), jointly referred to as the **Partners** or **Parties**.

This Agreement shall become effective as of the date it is filed with the Maricopa County Recorder pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-952, as amended.

STATUTORY AUTHORIZATION

1. A.R.S. §§11-251 and 28-6701, et seq., authorize the County to layout, maintain, control and manage public roads within the County, and enter into this Agreement.
2. A.R.S. §11-951, et seq., authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. *Intersection Boundaries* - The intersection of Indian School Road and Westwind Parkway (**Intersection**) is bounded:
 - 3.1 On the north by Phoenix
 - 3.2 On the south by Avondale
4. *Ownership* - Indian School Road is owned, operated and maintained by the County.

5. *Traffic Warrants* - Traffic studies of the Intersection indicate that installation of a traffic signal is warranted to improve the flow of traffic and alleviate safety concerns.
6. *Annexation* – The Intersection will not be annexed by Avondale upon completion of the improvements.
7. *Schedule* - The Partners anticipate proceeding with the design, engineering, construction, construction management, rights-of-way acquisition, utility relocation, and installation of the traffic signal (**Project**) in FY 2008
8. *Lead Agency* – Avondale will be the Lead Agency for the Project.
9. *Design Standards* – County design standards will be used for the Project.
10. *Cost of the Project:*
 - 10.1 Design Approximately \$60,000.00 to \$80,000.00.
 - 10.2 Construction Approximately \$300,000.00 to \$400,000.00.
11. *Project Cost Contributions* - The Partners will each contribute 50% of the costs of the Project. Avondale will advance the funds required to proceed with the design and construction of the Project in FY 2008. In FY 2009 the County will reimburse Avondale 50% of the costs of the Project.

PURPOSE OF THE AGREEMENT

12. The purpose of this Agreement is to identify and define the responsibilities of the Partners for the Project.

TERMS OF THE AGREEMENT

13. **The County agrees to:**
 - 13.1 Cooperate with Avondale in the completion of the Project.
 - 13.2 Participate in the review of the initial design and any design changes.
 - 13.3 Issue “no cost” permits to Avondale to work within the County’s jurisdictional boundaries.
 - 13.4 Participate in the inspection of the Project to assure compliance with County standards and maintenance requirements.
 - 13.5 Own, operate, and maintain the traffic signal upon completion of the Project.
 - 13.6 On or after July 1, 2008 (FY 2009), reimburse Avondale for 50% of the total

Project costs within 30 days of receipt of an invoice from Avondale.

14. **Avondale Agrees to:**

- 14.1 Act as the Lead Agency for the Project consistent with MCDOT standards.
- 14.2 Advance the total Project costs for the design, engineering, construction and related activities associated with the installation of the traffic signal.
- 14.3 On or after July 1, 2008 (FY 2009), submit an invoice to the County for 50% of the total Project costs.

GENERAL TERMS AND CONDITIONS

- 15. The Parties hereby agree that to the extent permitted by law, each Party will indemnify and save the other Parties harmless, including any of the Parties departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. Each Party hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
- 16. This Agreement shall be effective as of the date it is filed with the Maricopa County Recorder pursuant to A.R.S. § 11-952 and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written agreement by both parties. Either party may terminate this Agreement upon furnishing the other party with a written notice at least thirty (30) days prior to the effective termination date.
- 17. This Agreement shall be subject to the provisions of A.R.S. § 38-511.
- 18. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.

19. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
20. This Agreement shall not be modified or extended except by written instrument adopted in accordance with the requirements for adopting a new agreement.
21. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
22. Any funding provided for herein, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors in such fiscal year.
23. This Agreement has been arrived at by negotiation and shall not be construed against either party or against the Party who prepared the last draft.

End of Agreement – Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MARICOPA COUNTY

CITY OF AVONDALE

Recommended by:

Approved and Accepted:

John B. Hauskins, P.E. Date
Transportation Director

Marie Lopez Rogers, Mayor

Approved and Accepted:

Attest:

By: _____
Chairman, Board of Supervisors

By: _____
Linda M. Farris, City Clerk Date

Attest:

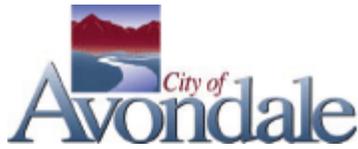
By: _____
Clerk of the Board Date

APPROVAL OF COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Agreement, between the County of Maricopa and the City of Avondale, and declare this Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Deputy County Attorney Date

Avondale City Attorney Date



CITY COUNCIL REPORT

SUBJECT:

Resolution 2695-1007 Authorizing an Intergovernmental Agreement between City of Avondale and Flood Control District of Maricopa County for Cost Sharing Drainage Improvements on Central Avenue and Elm Lane

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E., Assistant City Manager, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Flood Control District of Maricopa County (FCDMC) allowing payment of \$1,000,000 from FCDMC to the City of Avondale for their share of the cost to construct drainage improvements in the vicinity of Central Avenue and Elm Lane, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Staff has been pursuing funding from FCDMC, by means of their CIP prioritization process, to partner on a necessary drainage mitigation improvement project in south Avondale. On Wednesday, September 26, 2007, the Flood Control Advisory Board recommended to the Board of Directors at FCDMC that they enter into an IGA with the City of Avondale in the amount of \$2,000,000. Cost sharing to design and construct drainage mitigation improvements in south Avondale is to be divided 50:50 between FCDMC and the City of Avondale. Staff has been working with the FCDMC utilizing the previous drainage analysis provided by Landmark Engineering to develop a preliminary concept for the drainage mitigation on Elm Lane. The recommendations from staff and FCDMC are captured in the IGA.

DISCUSSION:

The preliminary drainage study done by Landmark Engineering was not comprehensive and did not provide solutions to the localized flooding surrounding Elm Lane. Instead, the report merely suggested further investigation of some design alternatives without detailing the effect it would have on the localized flooding. Therefore, staff and the FCDMC had to make some conservative assumptions based on the recommended alternatives provided in the report. These assumptions are listed below and will be later verified through a comprehensive drainage report as part of this IGA:

- Construct a 48" storm drain on Central Avenue.
- Construct multiple catch basins and connector pipes along Central Avenue.
- Construct new larger lateral storm drain and catch basins on Elm Lane.
- Construct a retention basin at 103 W. Elm Lane.
- Construct a temporary retention basin at 43 W. Davis Lane.

Based on the history of flooding in this area, FCDMC graciously offered to evenly share in the cost of the assumed improvements. Staff considered this offer compared to the future cost, which would be the sole responsibility of the City and determined it in the best interest of the City to recommend that the City Council agree to this offer.

The IGA proposes the following:

- The funding breakdown and schedule for each of the phases is as follows:

<u>Phase</u>	<u>Completion Date</u>	<u>Amount</u>
Phase I	December 1, 2007	\$250,000
Phase II	November 1, 2008	\$120,000
Phase III	June 1, 2009	\$1,630,000

- Phase I - the City will procure a contractor immediately to grade the retention basins.
- Phase II – the City will procure an engineering consultant for professional design services to prepare a comprehensive drainage report, and construction documents for the proposed drainage improvements.
- Phase III – the City will procure a contractor to construct the improvements per the construction documents created in Phase II.
- The City will be responsible for 50% of the project costs and will submit payment invoices to FCDMC for reimbursement.
- The City will be responsible for all maintenance.

BUDGETARY IMPACT:

Funding for this project is available in Street Fund Line Item No. 304-1158-00-8410, Elm Lane Drainage Mitigation, over two (2) fiscal years. \$334,850 has been appropriated in FY07-08 and \$500,000 has been appropriated in FY 08-09, for a total of \$834,850. Additional funding of \$165,150 will need to be identified in FY08-09 during this year's Capital Improvement Plan evaluation process. Additional appropriations will also need to be included in the future CIP to match the project estimated cost of \$2,000,000 with \$1,000,000 included as new revenue from the Flood Control District.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Flood Control District of Maricopa County allowing payment of \$1,000,000 from FCDMC to the City of Avondale for their share of the cost to construct drainage improvements in the vicinity of Central Avenue and Elm Lane, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

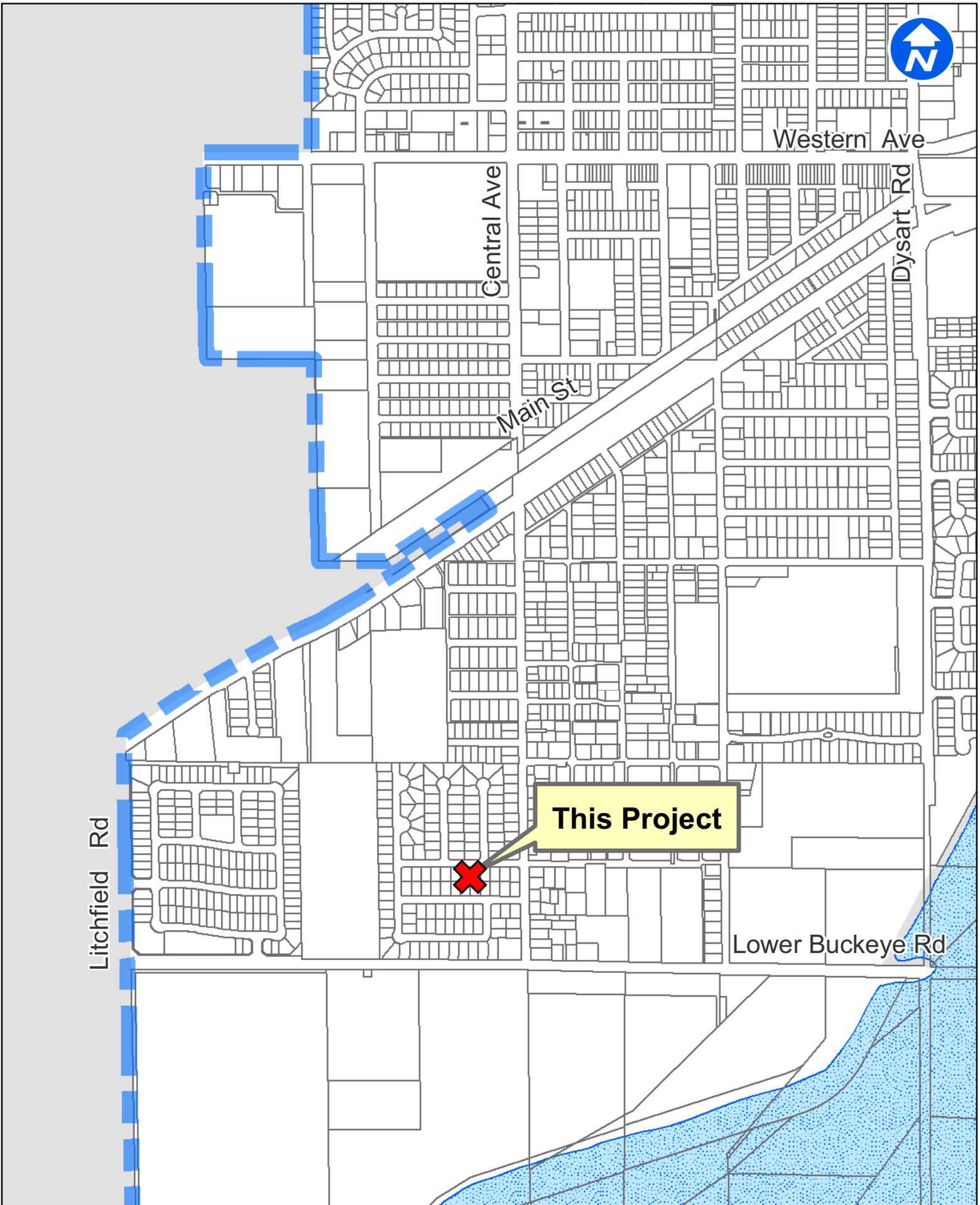
ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [RES - 2695-1007](#)

VICINITY MAP



City of Avondale
ST 1158 - Elm Lane Project

RESOLUTION NO. 2695-1007

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY RELATING TO THE ELM LANE DRAINAGE MITIGATION PROJECT.

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

SECTION 1. That the Intergovernmental Agreement with the Flood Control District of Maricopa County relating to the Elm Lane Drainage Mitigation Project (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to execute and implement this Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 2695-1007

[Intergovernmental Agreement]

See following pages.

When Recorded Return to:
Contracts Branch
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

Intergovernmental Agreement
for the
Pre-Design, Design, Rights-of-Way Acquisition, Utility Relocations, Construction, Construction
Management, and Operation and Maintenance

of the
Elm Lane Drainage Mitigation Project

between the
Flood Control District of Maricopa County

and the
City of Avondale

IGA FCD2007A008

Agenda Item: C-69-08-016-2-00

This Agreement is entered into by and between the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors hereinafter called the DISTRICT, and the City of Avondale, Arizona, a municipal corporation acting by and through its City Manager, hereinafter called AVONDALE.

This Agreement shall become effective as of the date it has been executed by all parties and recorded with the Maricopa County Recorder.

DATE FILED WITH MARICOPA COUNTY RECORDER _____.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. AVONDALE is empowered by Arizona Revised Statutes 11-952, as amended, to enter into this Agreement, and has authorized the undersigned to execute this Agreement on behalf of AVONDALE.

BACKGROUND

3. The City of Avondale has frequently experienced flooding in an area that includes Elm Lane, from Third Avenue to Central Avenue, and Central Avenue, from Whyman Avenue to Rio Vista Lane. In November 2005, AVONDALE contracted with Landmark Engineering, Inc. for the Elm Lane Drainage Study and Flooding Remediation Alternatives Development. Based on the study, the project partners proposed that a project be implemented consisting of basins and storm drains, providing an expected 10-year level of flood protection. AVONDALE submitted this Drainage Mitigation Project, hereafter called the PROJECT, to the DISTRICT's Capital Improvement Program Prioritization process for Fiscal Year 2007/2008, and the PROJECT scored well and was recommended for implementation.

PURPOSE OF THE AGREEMENT

4. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the DISTRICT and AVONDALE for the pre-design, design, rights-of-way acquisition, utility relocations, construction, construction management, and operation and maintenance for the PROJECT.

TERMS OF AGREEMENT

5. The DISTRICT and AVONDALE shall share equally (50%/50%), as described in this agreement, in the PROJECT pre-design, design, rights-of-way acquisition, utility relocations, construction, and construction management costs, hereinafter referred to as the PROJECT COST, estimated to be \$2,000,000.
 - 5.1. The DISTRICT and AVONDALE shall closely coordinate budgeted funds for the PROJECT.
 - 5.2. Any party to this Agreement may accelerate its PROJECT payments if funds are available. The other parties shall strive to advance their complementary funding to match the advance schedule.
 - 5.3. The PROJECT pre-design and design costs are estimated to be \$ 200,000.
 - 5.4. The PROJECT rights-of-way acquisition cost is estimated to be \$ 60,000.
 - 5.4.1. The timing of rights-of-way acquisition and associated cost share reimbursement will occur based on the availability of DISTRICT or AVONDALE budgeted funds.
 - 5.5. The PROJECT will be implemented in one or more phases with the anticipated phases to include.

- 5.5.1 Phase One includes the acquisition of a temporary drainage easement for the North Basin, and clearing, grubbing, and grading for the North Basin.
 - 5.5.2 Phase One includes at the South Basin, the demolition of an existing structure, clearing, grading, resolving the site utilities, installation of a scupper and spillway inlet, building a perimeter wall, and installation of desert landscaping and an irrigation system.
 - 5.5.1. Phase Two includes the comprehensive design report, plans, specifications, and cost estimate of construction, of the storm drain system.
 - 5.5.2. Phase Three includes the construction of the storm drain system.
6. The DISTRICT shall:
- 6.1. Fund fifty percent (50%) of the PROJECT COST, estimated to be \$2,000,000, making the DISTRICT's estimated share \$1,000,000.
 - 6.2. Participate in the Design Consultant Selection process.
 - 6.3. Review and provide comments on the PROJECT submittals for pre-design, design plans, and specifications within three (3) weeks of receipt of the submittals.
 - 6.4. Participate in all public involvement activities for the PROJECT.
 - 6.5. Reimburse AVONDALE for the DISTRICT's share of the PROJECT, within thirty (30) days of receipt of each invoice.
 - 6.6. Assist AVONDALE in their Construction Management activities.
 - 6.7. Provide funding for the PROJECT from secondary tax revenues.
7. AVONDALE shall:
- 7.1. Fund fifty percent (50%) of the PROJECT COST, estimated to be \$ 2,000,000, making AVONDALE's estimated share \$1,000,000; and, for any landscaping and aesthetic features requested by AVONDALE that exceed the DISTRICT's Policy, fund 100% of any associated design and construction costs.
 - 7.2. Serve as lead agency for the design, utility relocations, rights-of-way acquisitions, construction and construction management of the PROJECT.
 - 7.3. Provide pre-design, design (30, 60, 90, and 100%), plans and specifications submittals to the DISTRICT for review and comment, and resolve comments and/or incorporate as required.
 - 7.4. Be the lead agency for all public involvement activities for the PROJECT.
 - 7.5. Acquire rights-of-way for the PROJECT. AVONDALE shall be credited the cost of any purchased PROJECT rights-of-way in accordance with the overall project cost share percentages.

- 7.5.1. Provide a cost and acquisition summary for all rights-of-way acquired to the DISTRICT for review prior to invoicing the DISTRICT for reimbursement, or showing as a cost-share credit in invoicing to the DISTRICT.
 - 7.6. Upon completion of Phase One, invoice the DISTRICT for of its cost share obligation for Phase One.
 - 7.7. Upon award of the design contract for Phase Two of the PROJECT, invoice the DISTRICT for one-half (1/2) of its cost share obligation for Phase Two.
 - 7.8. Upon completion of the design contract for Phase Two of the PROJECT, prepare a final accounting including change orders and costs not previously paid and invoice the DISTRICT for its remaining cost share obligation for Phase Two.
 - 7.9. Upon award of the construction contract for Phase Three of the PROJECT, invoice the DISTRICT for one half (1/2) of its cost share obligation for construction and construction management; and thereafter, invoice quarterly, after reaching a 50% progress level, to the DISTRICT for its remaining cost share obligation for construction and construction management.
 - 7.10. Upon completion of Phase Three of the PROJECT, prepare a final accounting including change orders and construction management costs not previously paid, and invoice DISTRICT for the remainder of its share of the PROJECT COST.
 - 7.11. Be responsible, and assume liability, for all operation and maintenance of the PROJECT.
 - 7.12.1. The maintenance activities to be performed include, but are not limited to, maintaining the flood control function of the PROJECT, including sediment and vegetation removal and any and all aesthetic, park, and public use features, maintenance of landscaping, irrigation, multi-use trails and berms, removal of trash and debris, electricity and other operation costs for the facilities, vandalism repair and replacement, and structural repair and replacement of the flood control structures.
 - 7.12. AVONDALE's funding for the PROJECT may include, but is not limited to, general fund revenues, secondary taxes, or grants.
8. The DISTRICT retains the right to annually inspect the PROJECT for any deficiencies relating to flood control. Any deficiencies for which AVONDALE is responsible shall be corrected by AVONDALE within thirty (30) calendar days. If AVONDALE has not taken corrective action within this time, the DISTRICT reserves the right to perform the corrective action and AVONDALE shall reimburse the DISTRICT for the total costs incurred by the DISTRICT within thirty (30) calendar days of receipt of an invoice from the DISTRICT.
 9. The DISTRICT or AVONDALE may obtain rights-of-way for the PROJECT through donation of rights-of-way by a landowner.
 10. Any permits required for the PROJECT shall be issued by the appropriate party to this Agreement at no cost to the PROJECT.
 11. The design of the PROJECT may include landscaping and aesthetic features allowed by the DISTRICT's "Policy for the Aesthetic Treatment and Landscaping of Flood Control Projects" (Policy). Additional

landscaping and aesthetic features, if compatible with the PROJECT function, may be included in the PROJECT design at the request of AVONDALE, and the additional cost for design and construction will be solely at AVONDALE's expense.

12. In case of any dispute over any items in this Agreement, the parties agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.
13. All parties to this Agreement shall take reasonable and necessary actions within their authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT are in compliance at the point of discharge with any applicable requirements of the Clean Water Act, Arizona Pollutant Discharge Elimination System (AZPDES), or any other applicable discharge requirements, including any permit requirements.
14. Each party to this agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitees shall be liable for their own negligence or wrongful acts as provided by law.
15. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 West Durango Street
Phoenix, AZ 85009-6399

City of Avondale
City Manager
111465 W. Civic Center Drive
Avondale, AZ 85323
16. Each party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this, including but not limited to the following unless specifically identified otherwise in this Agreement: design, rights-of-way acquisition, inspection, public involvement, permitting, management and administration, and operation and maintenance.
17. This Agreement shall expire ten (10) years from the date of recording with the County Recorder or upon completion of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated.
18. This Agreement is subject to cancellation by any party pursuant to the provisions of Arizona Revised Statutes Section 38-511.

19. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
20. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of any party.

DRAFT

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Municipal Corporation

Recommended by:

Timothy S. Phillips, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement IGA FCD 2007A008 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

Deputy County Attorney Date

CITY OF AVONDALE
A Municipal Corporation

By: _____
Charles P. McClendon. Date
City Manager

Attest:

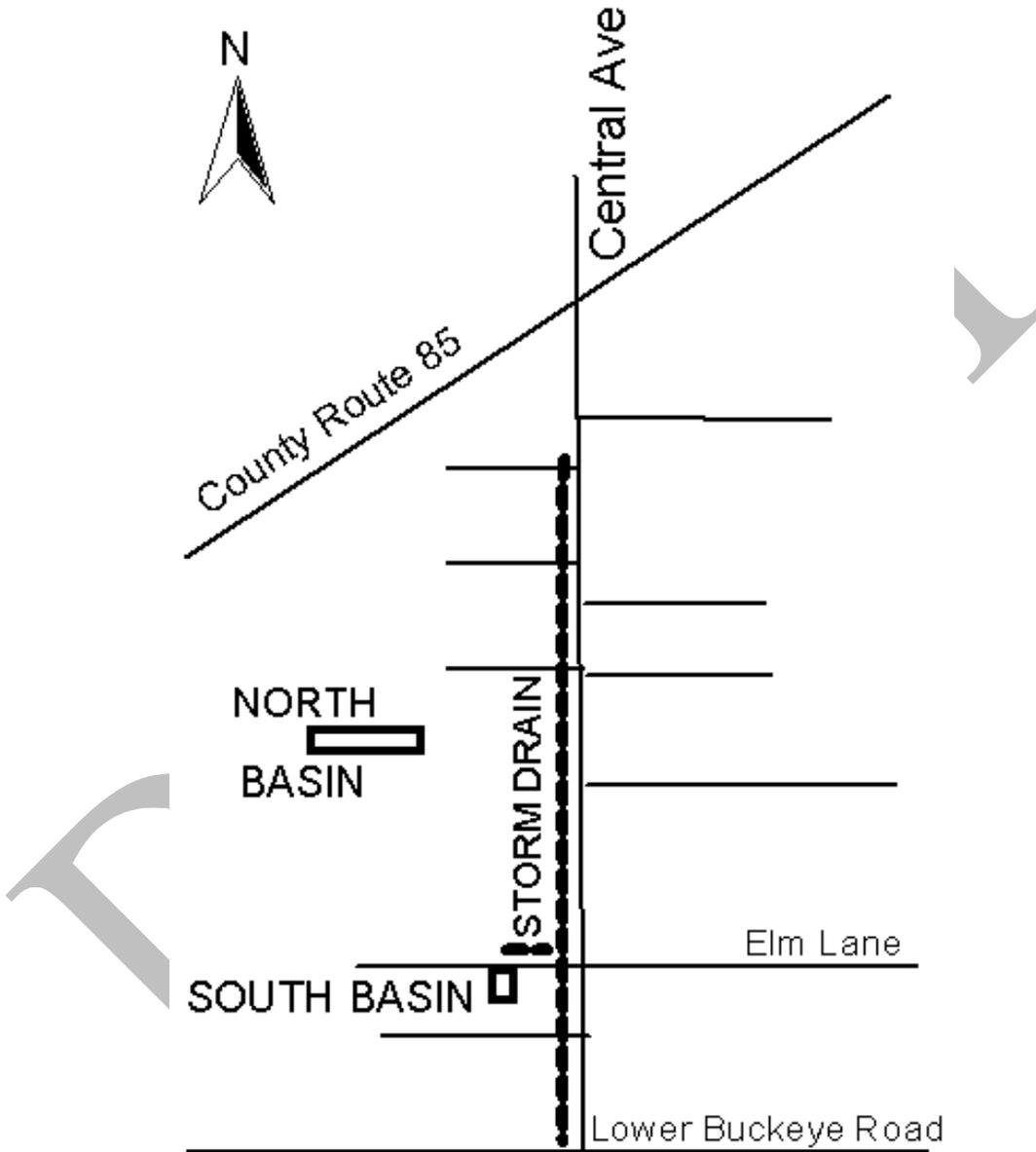
By: _____
City Clerk Date

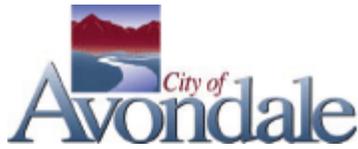
The foregoing Intergovernmental Agreement IGA FCD 2007A008 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Avondale under the laws of the State of Arizona.

By: _____
City Attorney Date

EXHIBIT A: IGA FCD2007A008

ELM LANE (AVONDALE) DRAINAGE MITIGATION PROJECT





CITY COUNCIL REPORT

SUBJECT:

Resolution 2694-1007 Authorizing an Intergovernmental Agreement with the Arizona Department of Transportation for Bridge Inspections

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: David Fitzhugh, P.E., Interim City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and the Arizona Department of Transportation (ADOT) for the inspection of City bridges, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Federal Highway Administration (FHWA) in coordination with the American Association of State Highway and Transportation Officials (AASHTO) has implemented National Bridge Inspection Standards (NBIS) under federal regulations. NBIS requires States to inspect all highway bridges located on public roads. The standards also define inspection frequency and procedures that each State must follow including, but not limited to: routine, in-depth, underwater and fracture critical member inspections, load rating, and scour plans of action. Local agencies have the authority to perform NBIS inspections as long they meet the required qualifications. In addition, in order to be eligible for Federal-Aid Highway Bridge funding, cities must comply with NBIS.

DISCUSSION:

ADOT, on behalf of FHWA, conducts bridge inspections for local Arizona municipalities, with the exception of those who are qualified and authorized to perform such inspections. Each city is responsible for inspecting their bridges, bi-annually, in accordance with the policies defined in the NBIS. The City of Avondale is responsible for the inspection of the following bridge structures:

1. RID Canal Bridge on Thomas Road located 0.5 miles west of 99th Avenue
2. Aqua Fria River Bridge on Van Buren Street located 0.3 miles east of Dysart Road
3. Aqua Fria River Bridge on McDowell Road located 0.75 miles east of Dysart Road
4. RID Canal Bridge on Dysart Road located 1 mile north of I-10 at Dysart Road

However, the City is not qualified, nor has the resources, to conduct NBIS inspections and therefore, relies on ADOT to perform their inspections. Historically, ADOT has either provided inspection services for the City's bridge structures or allowed the City to enter into an agreement with a qualified consultant to provide such services. In order for ADOT to continue with all future inspections, an IGA between the City and ADOT is now required.

The IGA proposes the following, but is not limited to:

- The State shall inspect NBI inventoried bridges owned by the Local Agency according to the NBIS.
- The State shall communicate with the Local Agency on a timely basis and inform the Local Agency of the start date of the bridge inspection; and the State shall offer to meet with the designated

representatives of Local Agency to discuss the inspection.

- The State shall forward copies of the completed bridge inspection report documents to the Local Agency in a timely manner, if other activities are undertaken by the State, copies of the relevant documents generated for these tasks shall be forwarded to the Local Agency.
- The State shall record the updated bridge inspection data in the ADOT database and transmit annually to the Federal Highway Administration (FHWA).
- The State will not carry out any recommended maintenance or repair activities for the Local Agency bridges.
- The City of Avondale shall allow and authorize the State to inspect NBI inventoried bridges owned by the Local Agency according to NBIS.
- The City of Avondale shall grant the State any necessary rights of entry or permits, at no fee, for the completion of the State's tasks under this Agreement.
- The City of Avondale shall provide the State with all necessary and relevant information such as copies of bridge plans, average daily traffic counts, known deficiencies of the existing structures and additions/deletions to its bridge inventory.
- The City of Avondale shall notify the State of all new or existing structures that may meet the NBI inventoried bridge definition. The City shall also notify the State of any NBI inventoried bridge removal, transfer, or change of ownership.
- The City of Avondale shall provide traffic control, at no fee, during the bridge inspections by the State when necessary.
- The City of Avondale shall perform the recommended repair work; forward the information and the completion date to the State.

BUDGETARY IMPACT:

Although ADOT's inspections will be provided at no cost to the City, the City is responsible for all repair costs. The budgetary impact for this project is an additional \$50,000 to line item, 304-1012, Bridge Repairs, every other year beginning in FY09-10. This cost is subject to change as the age of the bridges increase, the costs of repairs increase and the number of bridges within the City increase.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation for the inspection of City bridges, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

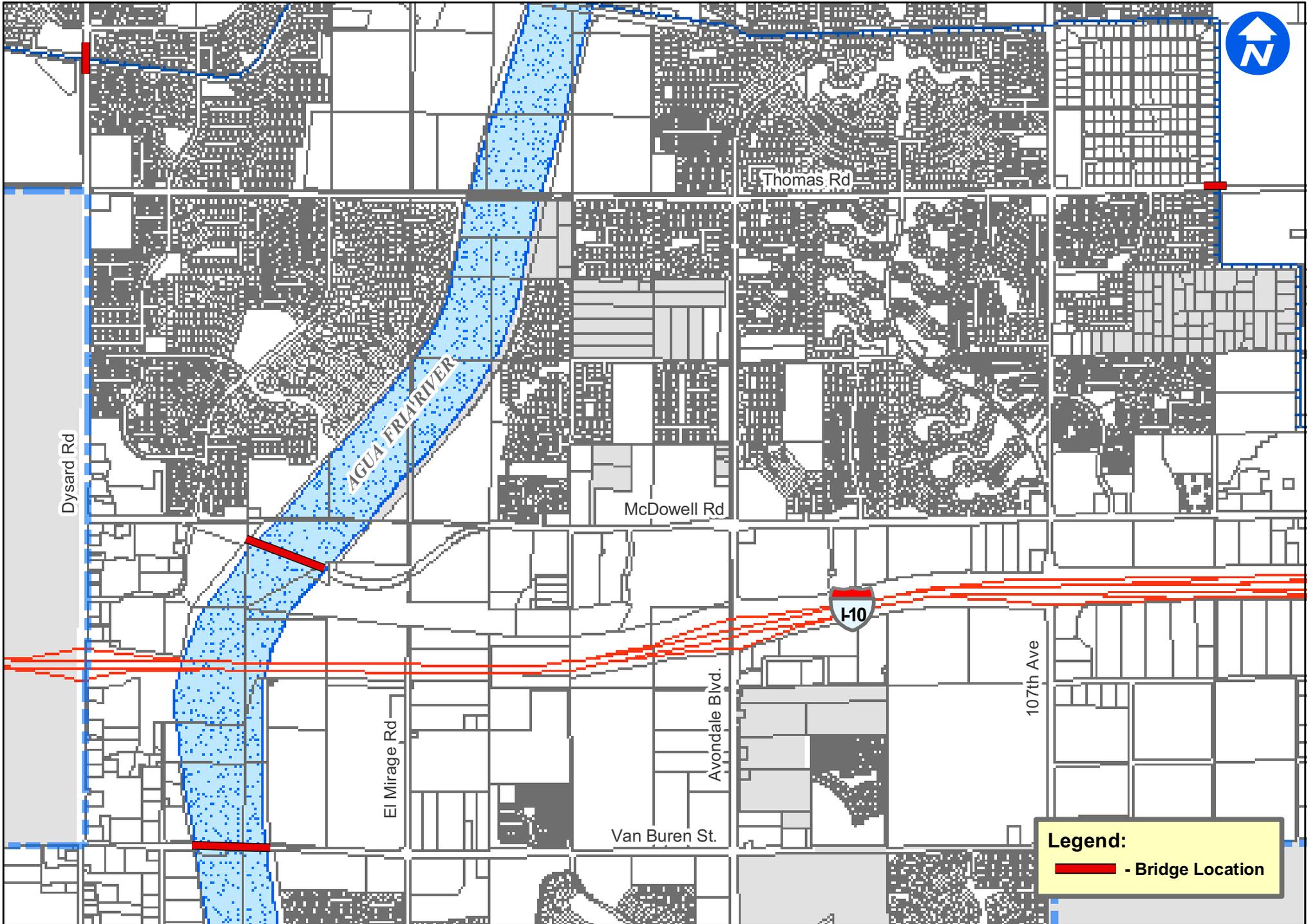
ATTACHMENTS:

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 [Vicinity Map](#)

 [RES - 2694-1007](#)

VICINITY MAP



**City of Avondale
Proposed Bridge Location**

RESOLUTION NO. 2694-1007

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO INSPECTION OF CITY HIGHWAY BRIDGES LOCATED ON PUBLIC ROADS.

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

SECTION 1. That the Intergovernmental Agreement with State of Arizona relating to inspection of city highway bridges located on public roads (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2694-1007

[Intergovernmental Agreement]

See following pages.

DRAFT

IGA File No.: I
AG Contract No.: P001-2007-XXXXTRN
Project No.:
Project:
Section:
TRACS No.:
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the Local Agency, acting by and through its _____ and _____ (the "Local Agency"). The State and the Local Agency are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-334 and 401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. By order of 23 United States Code 151, the Federal Highway Administration (FHWA) in coordination with the American Association of State Highway and Transportation Officials (AASHTO) has implemented bridge inspection standards under 23 Code of Federal Regulations 650 subpart C, The National Bridge Inspection Standards (NBIS). The NBIS requires that State must inspect, or cause to be inspected, all highway bridges located on public roads, with some exceptions. The NBIS outline requirements for inspection frequency and procedures that each State must follow, including routine, in-depth, underwater and fracture critical member inspections, load rating, and scour plans of action. Compliance with the NBIS is a required component in order to be eligible for Federal-Aid Highway Bridge funding.

4. A Local Agency has the authority to perform NBIS inspections on its public bridges. In the past, some local agencies throughout the State have performed such inspections.

5. The parties wish to promote consistent inspection methodologies throughout the State.

6. The State and the Local Agency wish to enter into an agreement whereby Local Agency authorizes State to perform NBIS inspections on bridges owned or controlled by the Local Agency.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows.

II. DEFINITIONS:

NBI Inventoried Bridge;

A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between the openings is less than half of the smaller contiguous opening.

National Bridge Inspection Standards (NBIS);

Federal regulations establishing requirements for inspection procedures, frequency of inspections, qualifications of personnel, inspection reports, and preparation and maintenance of a State bridge inventory. The NBIS apply to all structures defined as bridges located on all public roads.

Public Road;

Any road under the jurisdiction of and maintained by a public authority and open to public travel.

III. SCOPE OF WORK

1. The State shall:

- a. Inspect NBI inventoried bridges owned by Local Agency according to the NBIS.
- b. Communicate with Local Agency on a timely basis and inform Local Agency of the start date of the bridge inspection; and offer to meet with the designated representatives of Local Agency to discuss the inspection.
- c. Forward the copies of completed bridge inspection report documents to the Local Agency in a timely manner, if other activities are undertaken by the State, forward the copies of the relevant documents generated for these tasks to the Local Agency.
- d. Record the updated bridge inspection data in the ADOT database and transmit annually to the Federal Highway Administration (FHWA).
- e. The State will not carry out any recommended maintenance or repair activities for Local Agency bridges.

2. The Local Agency shall:

- a. Allow and authorize the State to inspect NBI inventoried bridges owned by Local Agency according to NBIS.
- b. Grant the State any necessary Rights of Entry or permits at no fee for the completion of the State's tasks under this Agreement.
- c. Provide the State all the necessary relevant information and documents such as copies of bridge plans, average daily traffic counts, known deficiencies of the existing structures and additions/deletions to its bridge inventory.
- d. Notify the State of all new or existing structures that may meet the NBI inventoried bridge definition. Also notify the State of any NBI inventoried bridge removal, transfer, or change of ownership.

- e. Provide traffic control at no fee during the bridge inspections by the State when necessary.
- f. Once Local Agency performs the recommended repair work, forward the information and the completion date to the State.

III. MISCELLANEOUS PROVISIONS

- 1. State may carry out its activities under this Agreement through consultants.
- 2. The State will not carry out any maintenance or repair activities for local agency bridges.
- 3. On its own discretion, Local Agency may accompany State or Consultant bridge inspection team to the bridge site and actively participate in the inspection or be an observer.
- 4. Local Agency may obtain a second opinion at Local Agency's expense whenever it does not agree with the State's findings and recommendations for bridge maintenance or repairs. A second opinion shall be obtained by hiring qualified bridge inspection engineers to perform an inspection per NBIS and accepted bridge inspection procedures and practices and submit the completed bridge inspection documents to the State for review and acceptance. The State's decision shall be final.
- 5. The parties to this Agreement agree that neither party shall be indemnified or held harmless by the other party. However, the parties further agree that each party shall be responsible for its own negligence. Neither the State, nor any of its officers, employees, or contractors shall be liable for any damage occurring to the Local Agency's structure nor liability for any damages liability to third party unless the State or its officers, employees, or contractors cause the damages.
- 5. This Agreement shall become effective upon filing with the Secretary of State.
- 6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
- 7. The parties agree to submit any disputes arising under this Agreement to binding arbitration before the American Arbitration Association; except that are parties to the dispute other than the State and Local Agency venue shall lie in Maricopa County Superior Court, Phoenix Arizona.
- 8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17 th Avenue, Mail Drop 616E Phoenix, Arizona 85007 (602) 712-7525 (602) 712-7424 Fax	Local Agency Attn: Address City, Arizona Zip Phone # Fax #
--	---

9. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Fulfillment of the obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such

obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LOCAL AGENCY

STATE OF ARIZONA
Department of Transportation

By _____

By _____

TITLE

SAM MAROUFKHANI
Deputy State Engineer, Development

ATTEST:

By _____

Clerk

JPA

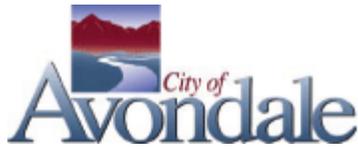
ATTORNEY APPROVAL FORM FOR THE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the _____, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the _____ under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2007

Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2688-1007 authorizing the declaration of a notice of intention to increase water user charges or rate components.

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director ext. 2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing a notice of intention to increase water user charges or rate components.

BACKGROUND:

On October 11, 2004, Red Oak Consulting presented to Council the preliminary revenue sufficiency analysis for the water and wastewater rate study. Their analysis determined that revenues in the water and wastewater utility funds were not adequate to cover the cost of operations. The analysis was also presented to the Citizens Water and Wastewater Advisory Committee in 2004, and the Committee made the recommendation to annualize the revenue requirements over the five-year period resulting in the need for an increase in revenues of 3% per year. The rate model developed by Red Oak has been updated annually to ensure revenues are still adequate based on the rate plan to fund system operation. On October 8, 2007 staff presented the updated rate report to Council in a work session. Based on results of the rate model, staff is recommending implementation of the planned increase to water and wastewater rates. The Citizens Water and Wastewater Advisory Committee has reviewed the draft water and wastewater rate update at their September meeting. The Committee unanimously recommended that the draft report be presented to Council for adoption. The need for the increase in water rates is primarily a result of a changing economy, regulatory requirements and the effects of the prolonged drought in the southwest, and is consistent with the five-year plan adopted by Council in 2004. The City has been proactive in its effort to reduce costs in the water resources department. The water resources department has implemented a preventative maintenance program. Service lines and fire hydrants have been repaired and replaced in an effort to reduce water loss. In addition, well pumps and motors have been replaced with more cost efficient models. Also, the Department is in the process of converting to radio read meters. The radio read meters require less staff to read the meters on a monthly basis. Staff presented the rate information to residents at a town hall meeting on September 27, 2007 to solicit input from the community. While attendance was low, the feedback provided and questions asked were related to interpreting utility bills and water conservation. No objection to or concerns with the rate adjustments were expressed.

DISCUSSION:

Arizona Revised Statute 9-511.01 requires that any municipality engaging in a domestic water or wastewater business shall comply with the following:

1. Prepare a written report or supply data supporting the increased rate or rate component, fee or service charge. A copy of the report shall be made available to the public by filing a copy in the office of the clerk of the municipality governing board at least thirty days prior to the public hearing described in paragraph 2 of this subsection.
2. Adopt a notice of intention by motion at a regular council meeting to increase water or wastewater rates or rate components, fee or service charge and set a date for a public hearing on the proposed increase which shall be held not less than thirty days after adoption of the notice of intention.
 - A. A copy of the notice of intention showing the date, time and place of such hearing shall be published one

time in a newspaper of general circulation within the boundaries of the municipality not less than twenty days prior to the public hearing date.

B. After holding the public hearing, the governing body may adopt, by ordinance or resolution, the proposed rate or rate component, fee or service charge increase or any lesser increase.

The public hearing on the proposed rate increase is scheduled to be held on December 3, 2007. The written report will be made available at the City Clerk's office no later than October 16, 2007.

RECOMENDATION:

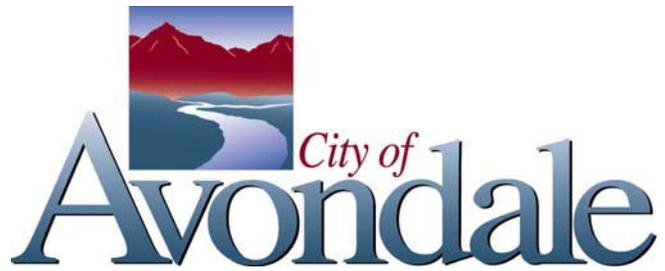
Staff recommends that Council adopt a resolution authorizing a notice of intent to increase water user charges, or rate components.

ATTACHMENTS:

Click to download

 [Water and Wastewater Rate Analysis Report](#)

 [RES - 2688-1007](#)



Water and Wastewater Rate Update
Fiscal Year 2007-2008

September 2007

Draft

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TABLE OF CONTENTS

Section	Page Number
I. INTRODUCTION	2
II. UPDATE METHODOLOGY	2
a. Revenue Sufficiency Analysis	2
b. Cost of Service Analysis	5
c. Rate Design Analysis	5
III. RESULTS	8
a. Water Rates	9
b. Sewer Rates	10
IV. SAMPLE BILLS	11
V. UPDATE RECOMMENDATIONS	13
VI. APPENDIX	14

I. Introduction/Background

In September 2004, the City retained Red Oak Consulting, a division of Malcolm Pirnie, Inc., to conduct a water and wastewater rate study. The study concluded that in order to provide the same level of service, maintain required reserves and implement new treatment regulations, the City would need rate increases of approximately 3% per year in water and wastewater revenue over the five-year period following the date of the study.

This report documents the analysis conducted by staff in updating the rate model for the fourth year of the rate plan approved in concept by the City Council. City staff has compiled and evaluated the necessary data to update revenue requirements and develop updated rates.

II. Update Methodology

This update was conducted in the following three phases:

- Revenue Sufficiency Analysis Phase – determined the annual rate revenue required over a five-year period to completely fund the water and wastewater system financial requirements, including operating expenses, debt service and the capital improvements program.
- Cost of Service Analysis Phase – determined the cost to serve water and wastewater customers and allocated those costs to rate components and customer classes based on a review of line-item operating, debt service and capital costs.
- Rate Design Phase – designed a system of rates and charges that are projected to recover the annual rate revenue requirement determined in the revenue sufficiency analysis phase of the study.

a. Revenue Sufficiency Analysis

In order to update the model, staff evaluates utility expenses, current budgets, capital projects, debt requirements and the impact on operations from the capital program. These expenses are then updated in the model to keep it current. In evaluating the expenses it is clear that the rising costs of treating and distributing water and maintaining the system components have continued to accelerate at rates that are currently outpacing the normal consumer inflation rates. In addition, the new arsenic treatment regulations resulted in cost increases that are reflected in the rate plan.

Another driving factor is the need to fund the replacement of system components. As indicated in the City of Avondale's Municipal Code §24-117, the user charge rates for sewer should be revised as needed to pay for the total operations, maintenance and replacement costs for the system. Due to the aging system in some areas of the City, additional replacement funding is required to ensure the timely replacement of system components.

Baseline Expense Projections

The model was updated to include all new expenses and other revenue needs for a five year study period. Baseline expense projections for the forecast period assumed the following:

- ✓ All operating expenses and transfers out increase by 3% per year with the exception of the following:
 - Salary related expenses – increase by 4.5% per year in each year of the forecast period, based on current compensation plan trends.
 - Health, dental and life insurance expenses – increase by 6% per year in each year of the forecast period.

- ✓ Annual debt service expenses and debt service coverage requirements were taken from the current outstanding debt information and only projected to increase in years in which additional debt is projected.

Baseline Revenue Projections

Baseline revenue projections were assumed to exclude additional revenue from rate increases. The following assumptions were used to project annual changes in baseline revenue during the period:

- ✓ Baseline water and wastewater rate revenue, that is, rate revenue increases that are exclusive of programmed rate increases, was projected to increase at 5% annually to reflect projected annual growth in the water and wastewater customer base.
- ✓ FY 2007 actual miscellaneous revenue (turn on/off charges, late fees, etc.) was projected to remain constant during the forecast period.
- ✓ Projections from the Draft Development Fee Analysis report were used for water and wastewater development fee revenue.
- ✓ Interest income was calculated by the model based on projected fund balances during the period and assumed interest earnings rate of 1.25% per year.

Other Revenue Requirements

In addition to operating expenses, debt service and CIP related costs, the City must also maintain sufficient revenue to ensure that the annual debt service coverage ratio is met. Currently that ratio is 1.2 times the annual net income. Also, the City has set a management objective to maintain a working capital reserve in an amount equal to at least six months of operations and maintenance. Both of these requirements were programmed into the financial model.

Financial Projections associated with the Revenue Sufficiency Analysis Phase

The results of the revenue sufficiency analysis are presented in Table 1 as the pro-forma and cash flow analysis. As indicated on the last line of Table 1, rate increases are necessary over the next five years.

Table 1 - Revenue Sufficiency Analysis

Revenue Sufficiency Analysis
Pro-Forma and Cash Flow Analysis - By Fund

Water Operating Fund	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13
Beginning Unrestricted Balances	18,896,493	17,917,368	16,793,519	15,720,440	15,234,396	13,543,953
Water Rate Revenue	10,262,212	10,823,350	11,684,023	12,819,710	13,999,123	15,434,033
Plus: Growth	2%	4%	4%	5%	5%	3%
Water Rate Revenue After Growth	10,467,456	11,256,284	12,151,383	13,460,695	14,699,079	15,897,054
Pct Change in Water Rates	3.40%	3.80%	5.50%	4.00%	5.00%	4.00%
Pct of Year Rate Increase Effective	50%	50%	50%	50%	50%	50%
Water Rate Revenue After Growth and Rate Increase	10,645,403	11,470,153	12,485,546	13,729,909	15,066,556	16,214,995
Other Revenue	738,058	738,058	738,058	738,058	738,058	738,058
Interest Income	228,212	212,256	197,587	187,843	175,872	149,656
Total Revenue	11,611,672	12,420,467	13,421,192	14,655,809	15,980,486	17,102,709
O&M	(10,878,015)	(12,198,136)	(13,105,292)	(14,179,666)	(15,061,856)	(16,084,397)
Debt Service	(181,862)	(181,540)	(181,960)	(183,052)	(478,080)	(492,423)
Capital Outlay	(1,530,920)	(1,164,640)	(1,132,019)	(704,134)	(605,993)	(641,103)
Cash Funded Capital	-	-	(75,000)	(75,000)	(1,525,000)	(2,650,000)
Net Cash Flow	(979,125)	(1,123,850)	(1,073,079)	(486,043)	(1,690,443)	(2,765,214)
Ending Unrestricted Balances	17,917,368	16,793,519	15,720,440	15,234,396	13,543,953	10,778,739
Sewer Operating Fund						
Beginning Unrestricted Balances	11,740,590	12,702,295	10,984,179	9,884,499	9,190,635	8,165,821
Sewer Rate Revenue	6,963,083	7,272,801	7,699,860	8,007,854	8,576,412	9,005,232
Plus: Growth	2%	4%	4%	5%	5%	3%
Sewer Rate Revenue After Growth	7,102,345	7,563,713	8,007,854	8,408,247	9,005,232	9,275,389
Pct Change in Sewer Rates	2.40%	1.80%	0.00%	2.00%	0.00%	1.00%
Pct of Year Rate Increase Effective	50%	50%	50%	50%	50%	50%
Sewer Rate Revenue After Growth and Rate Increase	7,187,573	7,631,786	8,007,854	8,492,329	9,005,232	9,321,766
Other Revenue	270,900	270,900	270,900	270,900	270,900	270,900
Interest Income	152,768	148,040	130,429	119,220	108,478	101,412
Total Revenue	7,611,241	8,050,727	8,409,183	8,882,449	9,384,610	9,694,079
O&M	(3,931,022)	(4,871,143)	(5,455,553)	(6,141,366)	(6,646,807)	(6,872,755)
Debt Service	(2,409,084)	(2,409,905)	(2,410,324)	(2,416,552)	(2,482,432)	(2,677,796)
Capital Outlay	(309,430)	(538,612)	(292,987)	(418,395)	(580,186)	(249,225)
Cash Funded Capital	-	(1,949,184)	(1,350,000)	(600,000)	(700,000)	-
Net Cash Flow	961,705	(1,718,116)	(1,099,680)	(693,864)	(1,024,815)	(105,697)
Ending Unrestricted Balances	12,702,295	10,984,179	9,884,499	9,190,635	8,165,821	8,060,123
Summary Results of Combined Water and Sewer Fund						
Debt Service Coverage Calculation	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13
Rate Revenue	17,832,976	19,101,940	20,493,401	22,222,238	24,071,788	25,536,761
Other Revenue	1,008,958	1,008,958	1,008,958	1,008,958	1,008,958	1,008,958
Interest Income	380,980	360,296	328,016	307,062	284,350	251,068
Total Revenue	19,222,913	20,471,193	21,830,375	23,538,258	25,365,096	26,796,787
O&M	(14,809,037)	(17,069,279)	(18,560,845)	(20,321,032)	(21,708,662)	(22,957,152)
Net Income	4,413,876	3,401,914	3,269,530	3,217,226	3,656,433	3,839,635
Debt Service - Existing	2,590,946	2,591,445	2,592,283	2,599,605	2,960,512	3,170,218
Debt Service Coverage	1.70	1.31	1.26	1.24	1.24	1.21
Summary of Increase in Rate Revenue (excluding Growth related increases)						
Total Full Year Rate Revenue Increase (excluding Growth)	17,741,324	18,638,348	20,026,504	21,500,509	23,275,491	25,146,679
Total Rate Revenue Before Rate Increase	17,225,295	18,096,151	19,383,882	20,827,564	22,575,535	24,439,265
Annual Pct Rate Revenue Increase	3.00%	3.00%	3.32%	3.23%	3.10%	2.89%

As indicated, the revenue increase requirement for the next two years remains at 3%. The model also assumes that we will transfer available funds to the construction funds to help cover the costs of maintenance/renewal projects. Those transfers are shown in the cash flow analysis (Table 1 - Revenue Sufficiency Analysis) as “Cash Funded Capital”. The City may need to review alternative financing mechanisms for funding additional project costs in future years which may result in new rate revenue requirements.

b. Cost of Service Analysis

Allocation of Costs to Water Cost Components

Customer related costs, such as billing, customer service costs and meter reading for water customers were allocated directly to the water customer charge rate component. Meter related costs, such as meter repair and replacement costs associated with maintaining the utility's readiness to serve customers were allocated to the meter, or *readiness to serve*, charge. Other costs, such as transmission costs and treatment costs that are associated with flow-related activity, were allocated to the flow charge.

Allocation of Costs to Wastewater Cost Components

Customer related costs, such as billing and customer service costs, for wastewater customers were allocated directly to the wastewater customer charge rate component. Costs related to the collection system are allocated to a volume charge and treatment costs are allocated to a strength charge both of which are then combined into a single flow charge.

The cost allocation process resulted in the percentage of the rate revenue requirement identified in the revenue sufficiency analysis that is to be recovered through the following rate components for each Utility:

Water Rate Components		Wastewater Rate Components	
Customer charge	5%	Customer Charge	17%
Readiness to serve charge	22%	Flow Charge	83%
Flow Charge	73%		

c. Rate Design Analysis

The development of cost components sets the basis for actual rate development. The rate design considers different variables for each utility that determine the fairness and equity of the rate structure. For each utility, customer classes are identified in order to ensure the equitable allocation of costs.

The rates and charges developed during this rate update were developed using the same general rate-making objectives from the original study:

- ✓ Revenue stability
- ✓ Discouragement of wasteful water use
- ✓ Promotion of fairness and equity among rate-payers
- ✓ Understandability of rates

Assumptions used in the development of the rate structures presented include:

- ✓ Continuation of conservation rate structure for water customers
- ✓ Use of winter average water usage as the basis for sewer billings for residential customers

- ✓ Use of sewer return factor of 80% for all users except for multi-family for which a 100% return factor was used; and laundries and car washes, for which a 70% return factor was used in recognition that these types of users return less water to the wastewater system by the nature of their business.
- ✓ Allocation of costs of wastewater treatment based on estimated contribution to the wastewater system by user class.

Allocation of Costs to Water Customers

The rate revenue requirement for each rate component was apportioned by customer class in the following manner:

- ✓ Customer charge – The number of customers, by customer class, was compiled from the most recent fiscal year’s utility billing data to determine the number of customers and number of bills issued per year. The total costs were allocated on a per bill basis to develop the monthly charge.
- ✓ Readiness to serve charge – In order to properly apportion the rate revenue requirement for the readiness to serve charge among customer classes, equivalent units for each customer class were calculated in the following manner:
 - Equivalent Residential Units (ERUs) - The number of equivalent units for all customers, except multi-unit customers, was determined by calculating the equivalent residential units by meter size by class. Equivalent residential units for each class were calculated by multiplying the number of meters times the meter equivalency factor for each meter size. The meter equivalency factors used are established by the American Water Works Association (AWWA). The number of equivalent units was calculated by multiplying the number of units for multi-unit customers by the ratio of average monthly demand for multi-unit customers (4,700 gallons per month) as compared to single family residential customers (10,000 gallons per month), or 47%.

The rate revenue requirement for the readiness to serve charge was then apportioned based on the pro-rata portion of equivalent residential units for each class based on meter size.

- ✓ Flow rate – The water conservation component of the water rate design includes the development of four (4) blocks of water usage. The volume of water flow, by customer class, was compiled in order to determine the distribution of flow by class and rate block. The rate revenue requirement for the flow rate was then apportioned based on the pro-rata portion of customers for each class. One of the main objectives in the development of the current rate structure was to incorporate a conservation rate structure which alters the apportionment of the rate revenue requirement among customer classes based on their usage patterns.

The calculation of a user’s monthly water bill is represented by the following formula:

$$\text{Water Charge} = \text{CC} + (\text{R} \times \text{M} \times \text{U}) + [(\text{B1} \times \text{V1}) + (\text{B2} \times \text{V2}) + (\text{B3} \times \text{V3}) + (\text{B4} \times \text{V4})]$$

Where:

B1= Rate per 1,000 gallons in block one

B2= Rate per 1,000 gallons in block two

B3= Rate per 1,000 gallons in block three

B4= Rate per 1,000 gallons in block four

CC = Customer charge per bill

M=Meter equivalency factor

R=Readiness to serve charge for 0.75" Meter per unit

U=Number of units

V1= Water usage in thousands of gallons in block one

V2= Water usage in thousands of gallons in block two

V3= Water usage in thousands of gallons in block three

V4= Water usage in thousands of gallons in block four

The blocks for water usage are determined using the ¾" meter as the base. Except for hydrant meters and residential customers with a ¾" or 1" meter, all blocks are adjusted by the meter equivalency factor. Hydrant meters have relatively high capacity when compared to the standard meter and are therefore calculated separately.

Allocation of Costs to Wastewater Customers

The rate revenue requirement for each rate component for wastewater was apportioned by customer class in the following manner:

- ✓ Customer charge – The number of customers, by customer class, was compiled from the most recent fiscal year's utility billing data to determine the number of customers and number of bills issued per year. The total costs were allocated on a per bill basis to develop the monthly charge.
- ✓ Flow rate – The volume of wastewater flow, adjusted to reflect the assumed return factors by customer was compiled in order to determine the distribution of flow by class. The volume charge was developed using volume data from the last fiscal year's billing data. The costs of the collection system were reduced to a cost per 1,000 gallons based on total billed volumes. The second component is the allocation of treatment costs. Strength of wastewater is measured based on wastewater loadings of Biochemical Oxygen Demand (BOD) and Suspended Solids (SS). The costs of treatment were apportioned between the two categories based on the estimated pounds of BOD and SS removed from wastewater by user class. Except for the residential class, these estimated pounds were calculated based on typical (Industry Standards) user strength characteristics developed by the California State Water Resources Control Board in 1998. The residential strength characteristics are based on the local residential contributions estimated by the Water Resources Department staff. These loadings by customer class are presented in Table 2.

Table 2-Typical User Strengths

Standard Classifications	BOD (mg/l)	SS (mg/l)
Residential	250	225
Auto Steam Cleaning	1,150	1,250
Bakery, wholesale	1,000	600
Bars without dining facilities	200	200
Car Wash	20	150
Department and Retail Store	150	150
Hospital and Convalescent	250	100
Hotel with dining facilities	500	600
Hotel/Motel without dining	310	120
Industrial Laundry	670	680
Laundromat	150	110
Laundry, commercial	450	240
Market with garbage grinders	800	800
Mortuary	800	800
Professional Office	130	80
Repair Shop and Service Station	180	280
Restaurant	1,000	600
School and College	130	100
Septage	5,400	12,000
Soft Water Service	3	55

The calculation of a user's monthly wastewater bill is represented by the following formula:

$$\text{Wastewater Charge} = CC + Vs[(Bc \times 0.00834 \times Bm) + (Sc \times 0.00834 \times Sm)]$$

Where:

Bc = Cost of treatment per unit of Biochemical Oxygen Demand (BOD)

Bm = Concentration of BOD in milligrams per liter

CC = Customer charge per bill

Sc = Cost of treatment per unit of Suspended Solids (SS)

Sm = Concentration of SS in milligrams per liter

Vs = Volume of wastewater in thousands of gallons

Volumes of wastewater are determined based on 80% of the average winter quarter (December, January and February) water usage for single family residential customers. Multi-family customer wastewater volumes are based on 100% of billed water volume. Laundries and Car Washes wastewater volumes are based on 70% of billed water usage each month. All other customer class wastewater volumes are based on 80% of billed water usage.

III. Results

As shown in the revenue sufficiency analysis, the rate recommendations proposed by Red Oak Consulting in December of 2004 have changed slightly. The financial plan still provides a series of level annual rate increases which allows for gradual rate increases

over the four years to generate the additional rate revenue required. The requirements in the fifth and sixth years are subject to changes based on the financing decisions made for financing additional capital improvements. Table 3 presents the results of the current year update compared to the recommendations made in the original study.

Table 3-Comparison of Revenue Adjustment Recommendations

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
2005 Study Revenue Increase	1.3%	0.8%	3.5%	N/A	N/A	N/A
2008 Update Revenue Increase	3.0%	3.0%	3.32%	3.23%	3.10%	2.89%

According to the model's calculations, a rate increase is required for both water and sewer systems in the current year (3.4% in water and 2.4% in sewer). Increases are needed for both the water system and wastewater systems next year as well. The overall system revenue increase still averages about 3.1% over the next five to six year period. However, based on recent estimates for construction costs of treatment facilities and wells, additional increases may be required in order to adequately fund planned improvements. In addition to the adjustments to user rates, the City also reviews and adjusts development fees charged to new development to ensure the cost of growth is attributed to new customers.

a. Water Rates

The current rates for water consumption are compared to the proposed rates in

Table 4. The customer charge per bill will increase from \$2.28 to \$2.60, while the base fee based on meter size does not require an adjustment at this time. The rates per 1,000 gallons will be adjusted as shown in Table 4.

Table 4-Water Rate Comparison

Water Rates	Current	Proposed
Customer Charge Per Bill - all users	\$ 2.28	\$ 2.60
Meter Size-Base Fee all users		
3/4" Meter	\$ 7.52	\$ 7.52
1" Meter	15.98	15.98
1 1/2" Meter	30.08	30.08
2" Meter	48.13	48.13
3" Meter	90.24	90.24
4" Meter	150.39	150.39
6" Meter	300.79	300.79
Hydrant Meter	300.79	300.79
Residential Usage Charge per 1,000 gallons		
0-4,000 gal	\$ 0.90	\$ 0.94
5,000-8,000 gal	1.39	1.44
9,000-12,000gal	2.08	2.16
13,000 + gal	3.17	3.28
Non-Residential Usage Charge per 1,000 gallons		
0-4,000 gal	\$ 1.39	\$ 1.44
5,000-8,000 gal	1.39	1.44
9,000-12,000gal	2.08	2.16
13,000 + gal	3.17	3.28
Hydrant Usage – all gal	2.08	2.16

Multi-family rates are adjusted by the 47% unit equivalency factor and rate blocks are adjusted by the meter equivalency factor.

b. Sewer Rates

The current rates for wastewater services are compared to the proposed rates in Table 5. The costs for sewer treatment have been increasing which is reflected in the volume charge per 1,000 gallons in the table.

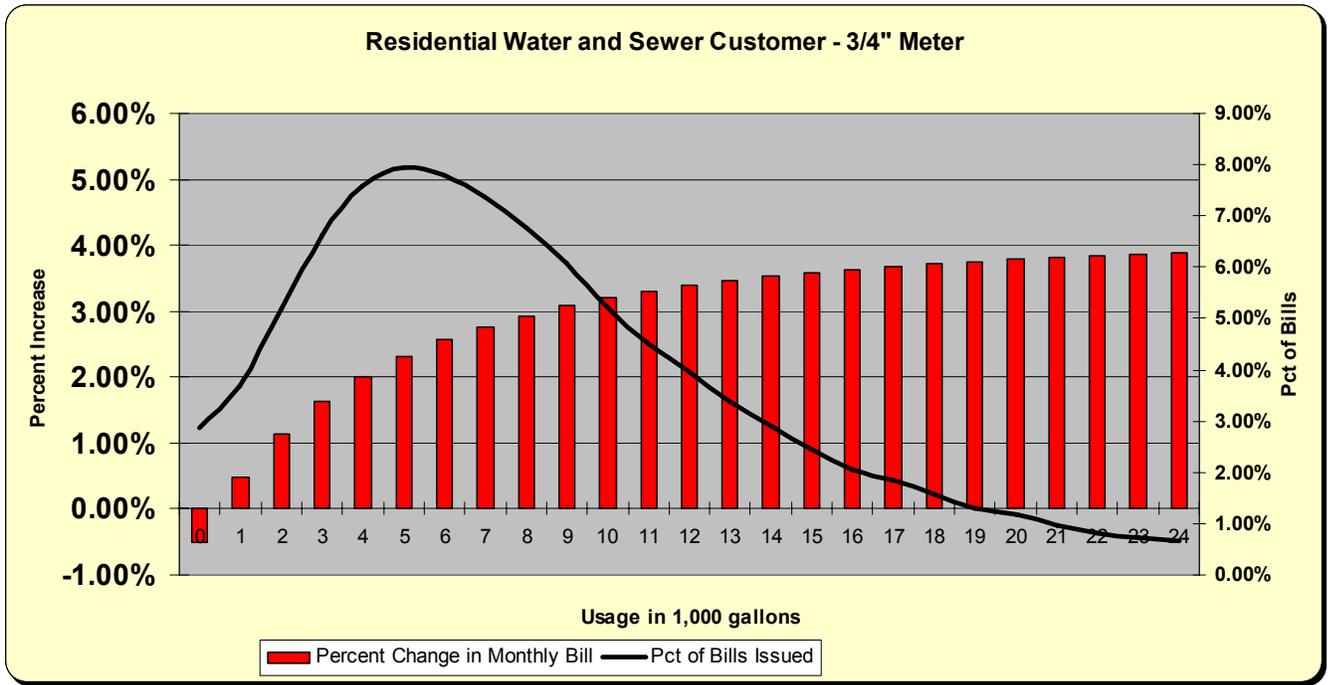
Table 5 - Sewer Rate Comparison

	<u>Current Rates</u>	<u>Proposed Rates</u>	
Customer Charge all users	\$ 6.65	\$ 6.25	
	<u>Volume charge per</u>	<u>Volume charge per</u>	<u>Return</u>
<u>Customer Class</u>	<u>1,000 gal</u>	<u>1,000 gal</u>	<u>Factor</u>
Residential	\$ 2.93	\$ 3.08	80%
Multi-family	2.93	3.08	100%
Mobile Home Park	2.93	3.08	80%
Auto Steam Cleaning	7.37	9.00	70%
Bakery Wholesale	5.91	7.04	80%
Hospital & Convalescent	2.74	2.82	80%
Markets with Garbage Disposal	5.56	6.59	80%
Repair Shop and Service Station	2.79	2.89	80%
Restaurant	5.91	7.04	80%
Schools & Colleges	2.36	2.31	80%
Bars W/O Dining	2.73	2.81	80%
Laundromat	2.44	2.42	70%
Commercial Laundry	3.60	3.96	70%
Car Wash	2.08	1.95	70%
Professional Office	2.33	2.27	80%
Department Store & Retail	2.50	2.50	80%
Hotel w/Dining	4.30	4.91	80%
Hotel w/o Dining	2.97	3.12	80%
Mortuaries	5.56	6.59	80%
*Residential charges are calculated using the average water usage for the months of December, January and February, adjusted by the listed return factor.			

c. Estimated Impact on Customer Bills

The customer impact of this plan is presented in Figure 1 for residential customers with a ¾” meter. As shown, customers with no usage will see a slight decrease in the bill due to the reduction in the base fee for sewer customers.

Figure 1 - Residential Customer Impact



IV. Sample Bills

For comparison purposes, examples of average bills are presented on the following pages. The figures include a full month utility bill including all water, wastewater and sanitation services. The impact varies from 0.4% to 3.8% for residential customers with a 3/4" or 1" meter. The following bills do include a recommended sanitation rate adjustment along with the changes in water and sewer rates.

Figure 2-Average Residential Customer 3/4" Meter

Residential	Gallons Billed	Current	Proposed
Water	10		
Base Fee 3/4" Meter		\$ 9.80	\$ 10.12
Volume Charge		13.32	13.84
Sub-Total		23.12	23.96
Sewer (Winter Average)	8		
Base Fee		\$ 6.65	\$ 6.25
Volume Charge on 80%	6	17.58	18.48
Sub-Total		24.23	24.73
Sanitation		18.00	19.00
Taxes		2.12	2.20
Total		\$ 67.47	\$ 69.89
Total Bill Change			\$ 2.41 3.6%

Figure 3 - Residential Customer 1" Meter

Residential	Gallons Billed	Current	Proposed
Water	15		
Base Fee 1" Meter		\$ 18.26	\$ 18.58
Volume Charge		26.99	28.00
Sub-Total		45.25	46.58
Sewer (Winter Average)	10		
Base Fee		\$ 6.65	\$ 6.25
Volume Charge on 80%	8	23.44	24.64
Sub-Total		30.09	30.89
Sanitation		18.00	19.00
Taxes		4.16	4.29
Total		\$ 97.50	\$ 100.76
Total Bill Change			\$ 3.26 3.3%

Figure 4 - Higher User Residential Customer 3/4" Meter

Residential	Gallons Billed	Current	Proposed
<u>Water</u>	35		
Base Fee 3/4" Meter ▼		\$ 9.80	\$ 10.12
Volume Charge		90.39	93.60
Sub-Total		100.19	103.72
<u>Sewer (Winter Average)</u>	15		
Base Fee		\$ 6.65	\$ 6.25
Volume Charge on 80%	12	35.16	36.96
Sub-Total		41.81	43.21
<u>Sanitation</u>		18.00	19.00
<u>Taxes</u>		9.41	9.74
Total		\$ 169.41	\$ 175.67
Total Bill Change			\$ 6.26 3.7%

V. Update Recommendations

Based on the findings of the rate analysis, it is recommended that the City continue to implement 3% annual increases in water/wastewater revenue to ensure there is adequate revenue to cover the costs of operations and maintenance, maintain working capital reserves and maintain debt coverage ratios.

This report is presented for review and consideration to the Water/Wastewater Citizens' Advisory Committee.

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Appendix

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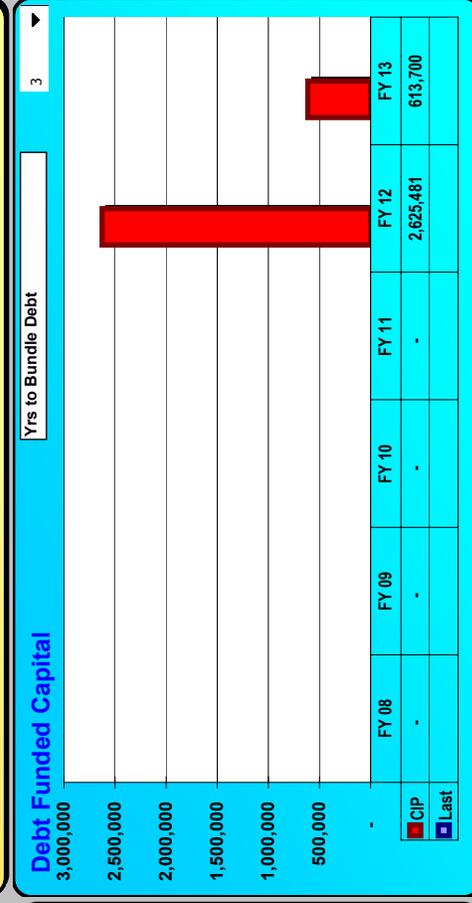
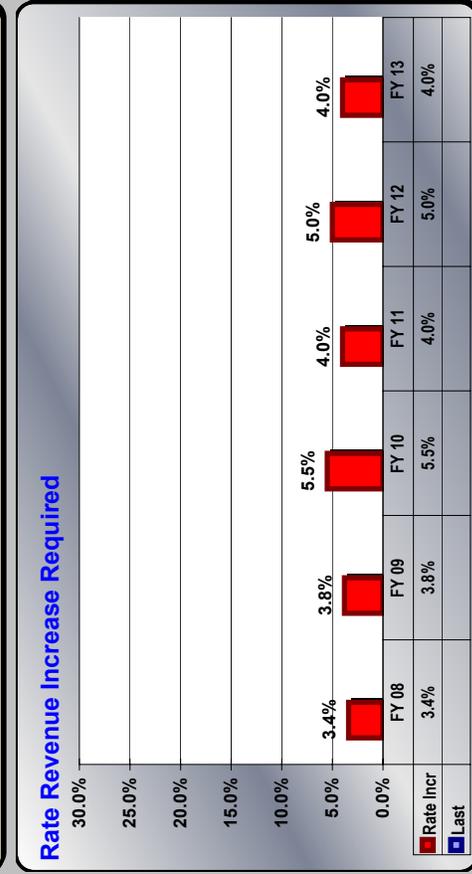
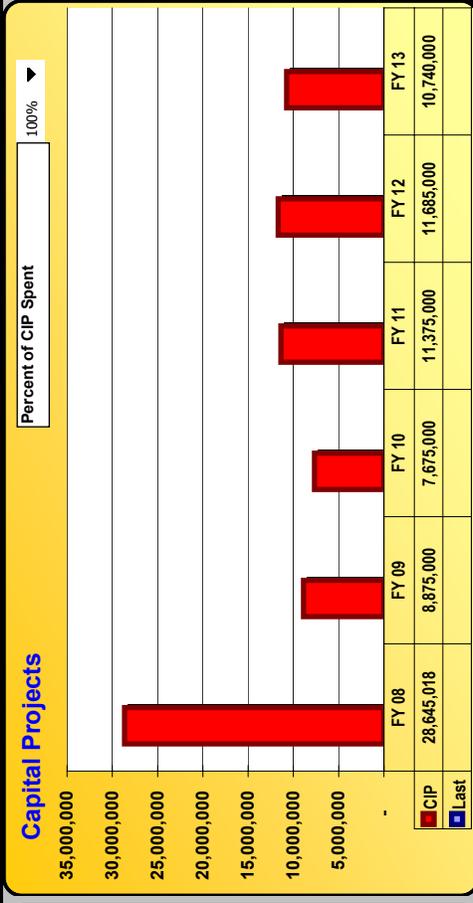
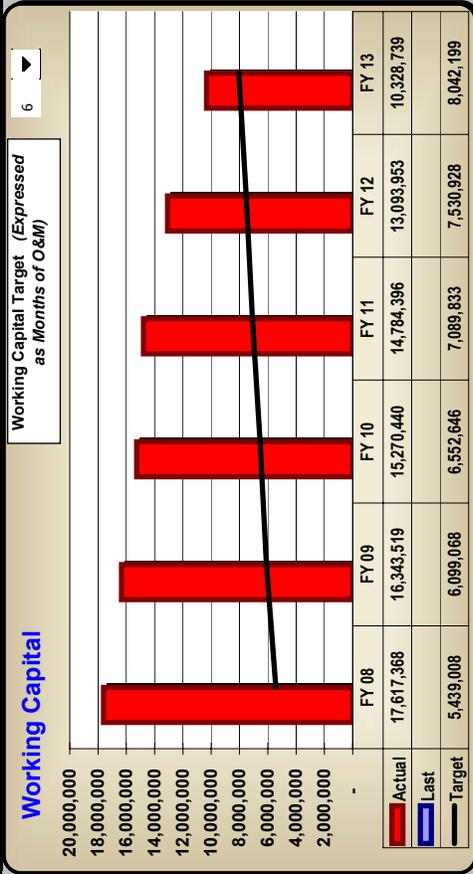
WATER

Figure 1a

City of Avondale, Arizona
Revenue Sufficiency Analysis - WATER FUND

Dashboard

Combined D/S Cov-Rcov	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13
1.70	1.31	1.26	1.24	1.24	1.24	1.21
NA	NA	NA	NA	NA	1.87	NA
Combined D/S Cov-Parity						



Excise Tax Bonds?						
RATE INCR: %	3.40%	3.80%	5.5%	4.0%	5.0%	4.0%
	Y	N	N	N	N	N

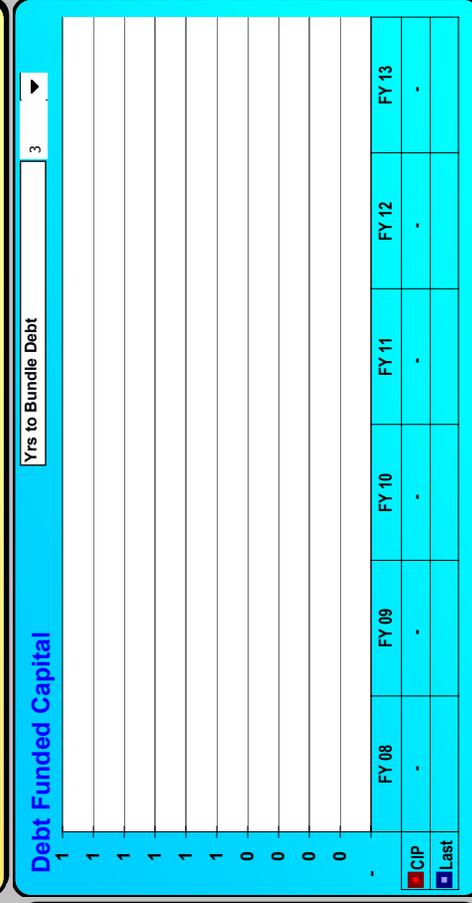
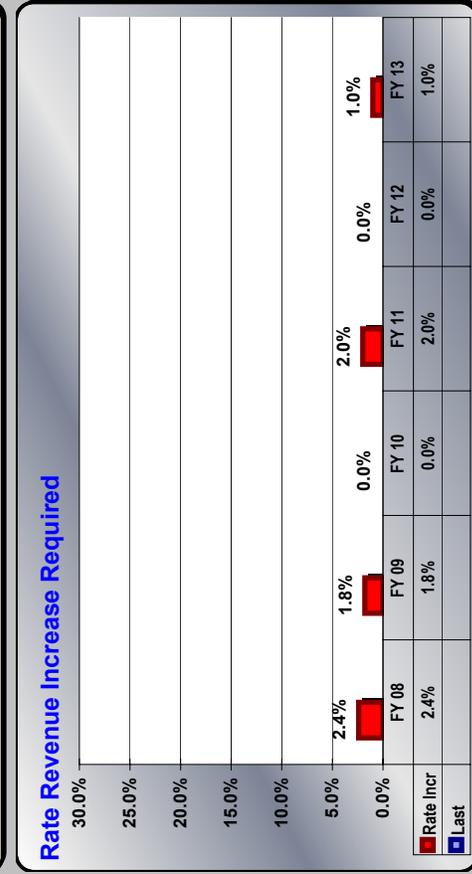
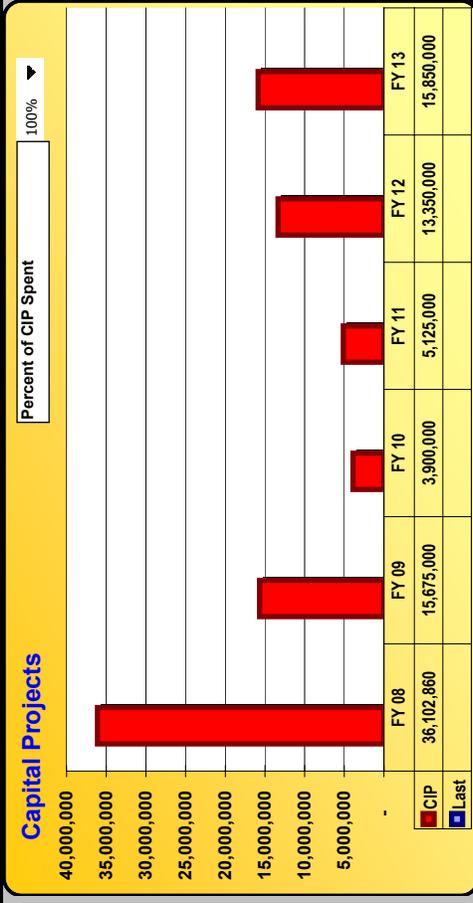
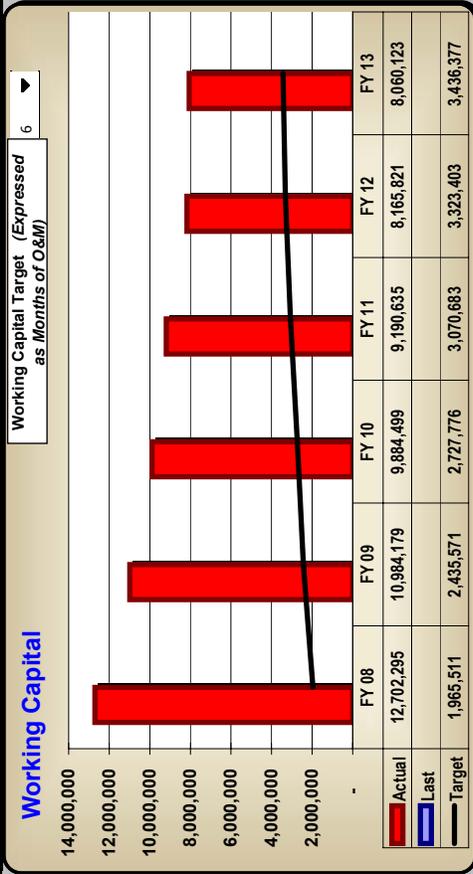
SEWER

Figure 1b

City of Avondale, Arizona
Revenue Sufficiency Analysis - SEWER FUND

Dashboard

	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13
Combined D/S Cov-Rcov	1.70	1.31	1.26	1.24	1.24	1.21
Combined D/S Cov-Parity	NA	NA	NA	NA	NA	NA



Excise Tax Bonds?	N	N	N	N	N	N
RATE INCR. %	2.40%	1.80%	0.0%	2.0%	0.0%	1.0%

Figure 3
City of Avondale, Arizona
Revenue Sufficiency Analysis
5 Year Capital Improvements Program

Project Type	Water Development	Restrictd for	Eligible Project Funding Sources	% Related to Expansion of System Capacity	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	Total
DIST	Y	Y	50% WA1017Central Ave - Lower Buckeye to Western	50%	286,330	-	-	-	-	-	286,330
DIST	Y	Y	0% WA1057North Avondale Water Improvements	0%	346,350	150,000	150,000	150,000	150,000	150,000	1,086,350
DIST	Y	Y	0% WA1058South Avondale Water Improvements	0%	485,270	150,000	150,000	150,000	150,000	150,000	1,205,270
TRANK	Y	Y	0% WA1061Water System Security Implementation	0%	133,265	-	100,000	100,000	100,000	100,000	533,265
SOS	Y	Y	66% WA1065Lower Buckeye Water Line - 4th St to El Mirage	66%	-	-	-	-	-	-	-
SOS	Y	Y	100% WA1068Well Head Treatment	100%	250,000	500,000	500,000	500,000	500,000	500,000	1,250,000
SOS	Y	Y	100% WA1074Well #20 at El Mirage/Indian School	100%	77,350	1,000,000	-	-	-	-	1,077,350
SOS	Y	Y	100% WA1077Del Rio Reservoir & Booster	100%	4,393,163	-	-	-	-	-	4,393,163
DIST	Y	Y	100% WA1078Water Oversize Buy-Ins/ Dev. Reimbursement	100%	2,083,067	400,000	400,000	400,000	400,000	400,000	4,083,067
SOS	Y	Y	100% WA1081Central Arizona Project water purchase	100%	400,000	400,000	400,000	400,000	400,000	400,000	2,400,000
SOS	Y	Y	100% WA1084Exploratory Boring & Well Production Evaluation	100%	175,466	-	-	-	-	-	175,466
TRANK	Y	Y	100% WA1089Van Buren 16" Transmission Line	100%	355,265	-	-	-	-	-	355,265
SOS	Y	Y	100% WA1090AG Well South of I-10/East of Agua Fria	100%	700,000	1,200,000	-	-	-	-	1,900,000
DIST	Y	Y	50% WA1098Dysart Rd - Van Buren to Western Water Line Improv	50%	2,195,000	-	-	-	-	-	2,195,000
SOS	Y	Y	100% WA1099Additional Wells	100%	44,940	-	-	-	-	-	44,940
GEN	Y	Y	0% WA1100System Monitoring	0%	129,586	100,000	100,000	100,000	100,000	100,000	629,586
DIST	Y	Y	0% WA1114Emergency interconnection w/ Other Water Companies	0%	112,000	-	-	-	-	-	112,000
DIST	Y	Y	100% WA1120Miscellaneous Water Distribution Connectivity	100%	323,470	-	-	-	-	-	323,470
SOS	Y	Y	100% WA1131Plyman Well at Lower Buckeye	100%	360,000	700,000	550,000	550,000	550,000	550,000	1,600,000
DIST	Y	Y	100% WA1132Thomas Road - 103rd to 98th Water Line Improvement	100%	-	-	300,000	1,100,000	-	-	1,400,000
DIST	Y	Y	100% WA113599th Avenue Water Line - Thomas to McDowell	100%	-	-	500,000	2,000,000	-	-	2,500,000
TRANK	Y	Y	100% WA1134McDowell RSE Pump Station to RSE Water Line Impr	100%	55,540	-	-	-	-	-	55,540
TRANK	Y	Y	100% WA1135McDowellRG-El Mirage to Avondale Blvd Water Line	100%	97,300	-	-	300,000	1,200,000	-	1,500,000
GEN	Y	Y	0% WA1136Abandon and Demolish Well 2 Facilities	0%	-	-	-	-	-	-	-
DIST	Y	Y	100% WA1139Water Line on Avondale Blvd - Lower Buckeye to Gila River	100%	750,000	1,250,000	-	-	1,500,000	1,200,000	2,700,000
DIST	Y	Y	100% WA1140Indian Springs Rd. Gila River to El Mirage Rd	100%	-	-	-	-	510,000	590,000	1,100,000
SOS	Y	Y	100% WA1141SRP Paired Well at 119th and Whyman	100%	-	-	-	-	-	-	-
SOS	Y	Y	100% WA1142Lakin Well at 112th and Buckeye	100%	-	-	-	950,000	-	-	950,000
SOS	Y	Y	100% WA1143Well at Cashion	100%	150,000	-	-	-	-	-	150,000
DIST	Y	Y	0% WA11474th Street - Lower Buckeye to Western	0%	752,574	-	-	-	-	-	752,574
DIST	Y	Y	50% WA1153127th Ave - Lower Buckeye to Dysart	50%	267,952	-	1,500,000	-	800,000	-	2,567,952
SOS	Y	Y	0% WA1160Well 24 Gateway Crossing - 99th and McDowell	0%	-	-	-	-	-	-	-
DIST	Y	Y	0% WA1169Rio Vista Waterline Replacement	0%	16,130	-	-	-	-	-	16,130
SOS	Y	Y	100% WA1190Landcrest Well - El Mirage / N. of Indian School	100%	1,285,000	-	-	-	-	-	1,285,000
SOS	Y	Y	100% WA1201Wieler Well - SWC Avondale / Van Buren	100%	650,000	-	-	-	-	-	650,000
DIST	Y	Y	100% WA1205Van Buren - 105th to 101st Ave Waterline	100%	8,100,000	3,500,000	-	-	-	-	11,600,000
TRANK	Y	Y	100% WA1211Reclaimed Water Line - Construction	100%	1,500,000	-	-	-	-	-	1,500,000
SOS	Y	Y	100% WA1212Purchase of Rigby Water Company	100%	900,000	-	-	-	-	-	900,000
TRANK	Y	Y	100% WA1213Well 22 / Van Buren St Transmission Line	100%	700,000	-	-	-	-	-	700,000
SOS	Y	Y	100% WA1214MARWEST well	100%	600,000	-	1,300,000	-	-	-	2,000,000
SOS	Y	Y	100% WA1216Well 25 at Van Buren & El Mirage	100%	-	300,000	-	3,000,000	-	-	3,300,000
SOS	Y	Y	100% WA1226Design for Surface Water Plant	100%	-	225,000	-	225,000	-	-	450,000
SOS	Y	Y	0% WA1227SRP Groundwater Restoration	0%	-	-	-	-	225,000	-	225,000
DIST	Y	Y	100% WA1231Dysart Road - Harrison to Lower Buckeye Rd waterline project	100%	-	-	500,000	-	-	-	500,000
PMP	Y	Y	100% WA1232Additional Storage Tank and Booster at Coldwater	100%	-	-	-	2,000,000	-	-	2,000,000
SOS	Y	Y	100% WA1235Surface Water Plant Construction	100%	-	-	-	-	2,000,000	3,600,000	5,600,000
PMP	Y	Y	100% WA1236Lakin Booster Station and Storage Tank	100%	-	-	-	-	2,000,000	900,000	2,900,000
SOS	Y	Y	100% WA1241Additional Storage Tanks at Del Rio Reservoir	100%	-	-	-	-	-	900,000	900,000
Total					\$ 28,645,018	\$ 8,875,000	\$ 7,675,000	\$ 11,375,000	\$ 11,685,000	\$ 10,740,000	\$ 76,995,018

Notes: Expansion Percentages provided by City staff

Classification of Additional Assets Added Through CIP

Asset Type	Description	Source of Supply	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	Total
SOS	Pumping	Source of Supply	11,660,001	-	-	-	-	-	11,660,001
PMP	Treatment	Pumping	-	4,575,000	5,475,000	5,075,000	4,775,000	5,400,000	25,300,000
TRANK	Transmission	Treatment	-	-	-	-	-	-	-
DIST	Distribution	Transmission	9,410,805	3,500,000	-	300,000	1,200,000	-	13,810,805
GEN	General Plant	Distribution	7,102,061	700,000	2,000,000	3,800,000	3,510,000	4,490,000	21,602,061

Figure 3

City of Avondale, Arizona
Revenue Sufficiency Analysis
5 Year Capital Improvements Program

Raw Project Amounts		Eligible Project Funding Sources										Project Description	Total					
Project Type	Oper Fund	Sewer Development	Bond Funds Restricted for	Excise Tax Bonds	EPA, State, Tribes	GO Bonds	7	8	9	10	% Related to Expansion of System Capacity	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	Total
GEN	N	Y	Y	N	N	N	N	N	N	N	25% PW1035Municipal Operations Center	\$ 47,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 47,000	
COLL	Y	N	Y	N	N	N	N	N	N	N	100% SW1001Sewer Buy In/ Developer Reimbursed	947,700	450,000	250,000	250,000	250,000	250,000	2,397,700
TRT	N	Y	Y	N	N	N	N	N	N	N	25% SW1047City Wide Sewer Improvements	123,900	100,000	100,000	250,000	250,000	250,000	1,073,900
TRT	N	Y	Y	N	N	N	N	N	N	N	100% SW1048WWTP - Exp. Ph II	89,900	-	-	-	-	-	89,900
COLL	Y	N	Y	N	N	N	N	N	N	N	0% SW1052Sewer Collection Master Plan	-	-	-	-	-	-	-
COLL	Y	N	Y	N	N	N	N	N	N	N	0% SW10534th St. Lift Station Odor Control System	647,480	-	-	-	-	-	647,480
COLL	Y	N	Y	N	N	N	N	N	N	N	0% SW1054Collection System Capacity, Management, Operations & Maintenance (CV)	228,000	150,000	150,000	150,000	250,000	250,000	1,178,000
COLL	Y	N	Y	N	N	N	N	N	N	N	60% SW1086Avondale Boulevard - McDowell to I-10 Connection	100,000	100,000	100,000	100,000	200,000	100,000	700,000
GEN	Y	Y	Y	N	N	N	N	N	N	N	0% SW1106Wastewater Security Implementation	100,000	100,000	100,000	100,000	200,000	100,000	585,400
LS	Y	Y	Y	N	N	N	N	N	N	N	50% SW11074th St. Lift Station Backup Force Main	-	175,000	1,300,000	-	-	-	1,475,000
COLL	Y	Y	Y	N	N	N	N	N	N	N	50% SW110810th St. Lift Station Backup Force Main	-	6,000,000	1,000,000	-	-	-	7,000,000
GEN	Y	Y	Y	N	N	N	N	N	N	N	100% SW1109WRP PH I - Design/Construction Management/Construction	31,000,000	-	-	-	-	-	31,000,000
LS	N	Y	Y	N	N	N	N	N	N	N	100% SW1118Roosevelt St. Sewer Line - East of Avondale Blvd	-	-	-	2,250,000	-	-	2,250,000
TRT	N	Y	N	N	N	N	N	N	N	N	100% SW1155Grease Waste Digester	-	-	-	-	-	-	-
GEN	Y	N	Y	N	N	N	N	N	N	N	50% SW1175Central Ave Sewer Line - Hill to Van Buren	-	1,300,000	-	-	-	-	1,300,000
COLL	Y	N	Y	N	N	N	N	N	N	N	100% SW1194Reclamation Line - Design and Construction	2,333,480	-	-	-	-	-	2,333,480
COLL	Y	N	Y	N	N	N	N	N	N	N	0% SW1202Manhole Rehabilitation	-	-	-	250,000	150,000	-	400,000
COLL	Y	N	Y	N	N	N	N	N	N	N	50% SW122810th St. Lift Station Improvements	-	200,000	1,000,000	-	-	-	1,200,000
COLL	Y	N	Y	N	N	N	N	N	N	N	0% SW1230Abandon Van Buren Lift Station	-	200,000	-	-	-	-	200,000
COLL	Y	N	Y	N	N	N	N	N	N	N	100% SW1233Southern & Dysart Lift Station - Design & Construction	-	-	-	1,500,000	8,000,000	-	9,500,000
COLL	Y	N	Y	N	N	N	N	N	N	N	100% SW1234Southern Sewer Transmission Line	-	-	-	375,000	3,250,000	-	3,625,000
COLL	Y	N	Y	N	N	N	N	N	N	N	100% SW1237Water Reclamation Plant PH II - Construction	-	-	-	-	1,000,000	-	1,000,000
GEN	N	Y	Y	N	N	N	N	N	N	N	50% Sewer Development - Reclamation Facility	-	7,000,000	-	-	-	-	7,000,000
Total												\$ 36,102,860	\$ 15,875,000	\$ 3,900,000	\$ 5,125,000	\$ 13,350,000	\$ 15,850,000	\$ 90,002,860

Notes: Expansion Percentages provided by City staff

Classification of Additional Assets Added Through CIF

Asset Type	Description	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	Total
COLL	Collection	4,156,680	1,175,000	2,700,000	2,525,000	12,900,000	15,500,000	29,356,680
LS	Lift Stations	585,400	-	-	-	-	-	585,400
TRT	Treatment	213,800	100,000	100,000	2,500,000	250,000	250,000	3,313,800
GEN	General Plant	31,147,000	14,400,000	1,100,000	100,000	200,000	100,000	46,947,000
Total		36,102,860	15,675,000	3,900,000	5,125,000	13,350,000	15,850,000	90,002,860

Normal Strength - BOD **1500**
 Normal Strength - SS **1000**

City of Avondale, Arizona
 Cost of Service Analysis
 Calculation of Estimated Pounds of BOD/SS Removed

Calculation of Estimated Pounds of BOD Removed													Calculation of Estimated Pounds of SS Removed									
Account Type	Water Rate Code	Sewer Rate Code	Class	Class 2	Meter Size	Inside / Outside	Wastewater Flow (1,000 Gallons)	Wastewater Flow (Liters)	Industry Standard Loading Factor (mg/L)	Total Estimated BOD Removed (mg)	Total Estimated BOD Removed (Pounds)	Normal Strength (mg/L)	Estimated BOD Removed from Normal Strength Flows (mg)	Estimated BOD Removed from Normal Strength Flows (Pounds)	Estimated BOD Removed from Extra Strength Flows	Industry Standard Loading Factor (mg/L)	Total Estimated SS Removed (mg)	Total Estimated SS Removed (Pounds)	Normal Strength Threshold (mg/L)	Estimated SS Removed from Normal Strength Flows (mg)	Estimated SS Removed from Normal Strength Flows (Pounds)	Estimated SS Removed from Extra Strength Flows
01	001	101	Residential Residential		0.75		158	598,225	250	149,556,301	330	1500	149,556,301	330	-	225	134,600,670	297	1000	134,600,670	297	-
01	101	101	Residential Residential		0.75		1,699,490	6,434,669,145	250	1,608,667,286,137	3,546,505	1500	1,608,667,286,137	3,546,505	-	225	1,447,800,557,523	3,191,854	1000	1,447,800,557,523	3,191,854	-
01	102	101	Residential Residential		1		43,071	163,076,947	250	40,769,236,837	89,881	1500	40,769,236,837	89,881	-	225	36,692,313,153	80,893	1000	36,692,313,153	80,893	-
01	103	101	Residential Residential		1.5		429	1,624,295	250	406,073,753	895	1500	406,073,753	895	-	225	365,466,377	806	1000	365,466,377	806	-
01	104	101	Residential Residential		2		104	393,768	250	98,442,122	217	1500	98,442,122	217	-	225	88,597,910	195	1000	88,597,910	195	-
01	107	101	Residential Residential		0.75		5,208	19,718,714	250	4,929,678,564	10,868	1500	4,929,678,564	10,868	-	225	4,436,710,708	9,781	1000	4,436,710,708	9,781	-
01	201	201	Residential Professional Office		0.75		11	41,649	130	5,414,317	12	1500	5,414,317	12	-	80	3,331,887	7	1000	3,331,887	7	-
02	301	101	Multi-Famil Residential		0.75		140	530,073	250	132,518,241	292	1500	132,518,241	292	-	225	119,266,417	263	1000	119,266,417	263	-
02	301	301	Multi-Famil Multi-Family		0.75		293,832	1,112,517,137	250	278,129,284,165	613,170	1500	278,129,284,165	613,170	-	225	250,316,355,748	551,853	1000	250,316,355,748	551,853	-
03	201	111	Commercial Bakery Wholesale		0.75		200	757,247	1000	757,247,091	1,669	1500	757,247,091	1,669	-	600	454,348,255	1,002	1000	454,348,255	1,002	-
03	203	111	Commercial Bakery Wholesale		1.5		407	1,540,998	1000	1,540,997,831	3,397	1500	1,540,997,831	3,397	-	600	924,598,698	2,038	1000	924,598,698	2,038	-
03	202	112	Commercial Hospital & Convalescence		1		329	1,245,671	250	311,417,866	687	1500	311,417,866	687	-	100	124,567,147	275	1000	124,567,147	275	-
03	204	112	Commercial Hospital & Convalescence		2		6,646	25,163,321	250	6,290,830,211	13,869	1500	6,290,830,211	13,869	-	100	2,516,332,084	5,548	1000	2,516,332,084	5,548	-
03	201	115	Commercial Markets with Garbage Disposal		0.75		593	2,245,238	800	1,796,190,101	3,960	1500	1,796,190,101	3,960	-	800	1,796,190,101	3,960	1000	1,796,190,101	3,960	-
03	203	115	Commercial Markets with Garbage Disposal		1.5		321	1,215,382	800	972,305,265	2,144	1500	972,305,265	2,144	-	800	972,305,265	2,144	1000	972,305,265	2,144	-
03	204	115	Commercial Markets with Garbage Disposal		2		8,938	33,841,373	800	27,073,098,008	59,686	1500	27,073,098,008	59,686	-	800	27,073,098,008	59,686	1000	27,073,098,008	59,686	-
03	201	117	Commercial Repair Shop and Service Station		0.75		899	3,403,826	180	612,688,622	1,351	1500	612,688,622	1,351	-	280	953,071,189	2,101	1000	953,071,189	2,101	-
03	202	117	Commercial Repair Shop and Service Station		1		1,402	5,308,302	180	955,494,380	2,107	1500	955,494,380	2,107	-	280	1,486,324,591	3,277	1000	1,486,324,591	3,277	-
03	203	117	Commercial Repair Shop and Service Station		1.5		1,302	4,929,679	180	887,342,142	1,956	1500	887,342,142	1,956	-	280	1,380,309,998	3,043	1000	1,380,309,998	3,043	-
03	204	117	Commercial Repair Shop and Service Station		2		5,827	22,062,394	180	3,971,230,921	8,755	1500	3,971,230,921	8,755	-	280	6,177,470,321	13,619	1000	6,177,470,321	13,619	-
03	201	118	Commercial Restaurant		0.75		4,743	17,958,115	1000	17,958,114,770	39,591	1500	17,958,114,770	39,591	-	600	10,774,868,862	23,755	1000	10,774,868,862	23,755	-
03	202	118	Commercial Restaurant		1		1,418	5,368,882	1000	5,368,881,877	11,836	1500	5,368,881,877	11,836	-	600	3,221,329,126	7,102	1000	3,221,329,126	7,102	-
03	203	118	Commercial Restaurant		1.5		8,035	30,422,401	1000	30,422,401,893	67,070	1500	30,422,401,893	67,070	-	600	18,253,441,136	40,242	1000	18,253,441,136	40,242	-
03	204	118	Commercial Restaurant		2		4,801	18,177,716	1000	18,177,716,427	40,075	1500	18,177,716,427	40,075	-	600	10,906,629,856	24,045	1000	10,906,629,856	24,045	-
03	204	120	Commercial Schools & Colleges		2		264	999,566	130	129,943,601	286	1500	129,943,601	286	-	100	99,956,616	220	1000	99,956,616	220	-
03	201	121	Commercial Bars W/O Dining		0.75		276	1,045,001	200	209,000,197	461	1500	209,000,197	461	-	200	209,000,197	461	1000	209,000,197	461	-
03	202	121	Commercial Bars W/O Dining		1		279	1,056,360	200	211,271,938	466	1500	211,271,938	466	-	200	211,271,938	466	1000	211,271,938	466	-
03	201	178	Commercial Commercial Laundry		0.75		218	825,399	450	371,429,698	819	1500	371,429,698	819	-	240	198,095,839	437	1000	198,095,839	437	-
03	004	201	Commercial Professional Office		2		26	98,442	130	12,797,476	28	1500	12,797,476	28	-	80	7,875,370	17	1000	7,875,370	17	-
03	201	201	Commercial Professional Office		0.75		6,954	26,329,481	130	3,422,832,577	7,546	1500	3,422,832,577	7,546	-	80	2,106,358,509	4,644	1000	2,106,358,509	4,644	-
03	202	201	Commercial Professional Office		1		4,104	15,538,710	130	2,020,032,341	4,453	1500	2,020,032,341	4,453	-	80	1,243,096,825	2,741	1000	1,243,096,825	2,741	-
03	203	201	Commercial Professional Office		1.5		13,090	49,561,822	130	6,443,036,876	14,204	1500	6,443,036,876	14,204	-	80	3,964,945,770	8,741	1000	3,964,945,770	8,741	-
03	204	201	Commercial Professional Office		2		47,221	178,789,824	130	23,242,677,184	51,241	1500	23,242,677,184	51,241	-	80	14,303,185,959	31,533	1000	14,303,185,959	31,533	-
03	205	201	Commercial Professional Office		3		3,055	11,566,949	130	1,503,703,412	3,315	1500	1,503,703,412	3,315	-	80	925,355,946	2,040	1000	925,355,946	2,040	-
03	201	202	Commercial Department Store & Retail		0.75		2,580	9,768,487	150	1,465,273,122	3,230	1500	1,465,273,122	3,230	-	150	1,465,273,122	3,230	1000	1,465,273,122	3,230	-
03	202	202	Commercial Department Store & Retail		1		1,121	4,244,370	150	636,655,492	1,404	1500	636,655,492	1,404	-	150	636,655,492	1,404	1000	636,655,492	1,404	-
03	203	202	Commercial Department Store & Retail		1.5		847	3,206,941	150	481,041,215	1,061	1500	481,041,215	1,061	-	150	481,041,215	1,061	1000	481,041,215	1,061	-
03	204	202	Commercial Department Store & Retail		2		25,293	95,765,253	150	14,364,788,010	31,669	1500	14,364,788,010	31,669	-	150	14,364,788,010	31,669	1000	14,364,788,010	31,669	-
03	203	301	Commercial Multi-Family		1.5		2,076	7,860,225	250	1,965,056,202	4,332	1500	1,965,056,202	4,332	-	225	1,768,550,582	3,899	1000	1,768,550,582	3,899	-
03	301	301	Commercial Multi-Family		0.75		2,076	7,860,225	250	1,965,056,202	4,332	1500	1,965,056,202	4,332	-	225	1,768,550,582	3,899	1000	1,768,550,582	3,899	-
04	201	120	Schools Schools & Colleges		0.75		983	3,721,869	130	483,843,029	1,067	1500	483,843,029	1,067	-	100	372,186,945	821	1000	372,186,945	821	-
04	202	120	Schools Schools & Colleges		1		116	439,203	130	57,096,431	126	1500	57,096,431	126	-	100	43,920,331	97	1000	43,920,331	97	-
04	203	120	Schools Schools & Colleges		1.5		6,623	25,076,237	130	3,259,910,866	7,187	1500	3,259,910,866	7,187	-	100	2,507,623,743	5,528	1000	2,507,623,743	5,528	-
04	204	120	Schools Schools & Colleges		2		22,150	83,865,115	130	10,902,464,997	24,036	1500	10,902,464,997	24,036	-	100	8,386,511,536	18,489	1000	8,386,511,536	18,489	-
04	205	120	Schools Schools & Colleges		3		9,511	36,010,885	130	4,681,415,106	10,321	1500	4,681,415,106	10,321	-	100	3,601,088,543	7,939	1000	3,601,088,543	7,939	-
04	206	120	Schools Schools & Colleges		4		10,732	40,633,879	130	5,282,404,260	11,646	1500	5,282,404,260	11,646	-	100	4,063,387,892	8,958	1000	4,063,387,892	8,958	-
04	203	177	Schools Laundromat		1.5		785	2,972,195	150	445,829,225	983	1500	445,829,225	983	-	110	326,941,432	721	1000	326,941,432	721	-
05	201	201	Churches Professional Office		0.75		2,088	7,905,660	130	1,027,735,752	2,266	1500	1,027,735,752	2,266	-	80	632,452,771	1,394	1000	632,452,771	1,394	-
05	203	201	Churches Professional Office		1.5		1,225	4,638,138	130	602,957,996	1,329	1500	602,957,996	1,329	-	80	371,051,075	818	1000	371,051,075	818	-
05	204	201	Churches Professional Office		2		1,406	5,323,447	130	692,048,117	1,526	1500	692,048,117	1,526	-	80	425,875,764	939	1000	425,875,764	939	-
06	203	201	Industry Professional Office		1.5		95	359,892	130	46,760,008	103	1500	46,760,008	103	-	80	28,775,389	63	1000	28,775,389	63	-
07	202	177	Laundries Laundromat		1		255															

Allocation of Total Wastewater Treatment Costs to Removal of BOD/SS

	BOD	SS	Total
Total Wastewater Treatment Costs			\$ 3,959,627
Estimated Pounds Removed from Normal Strength Wastewater Flow	5,435,509	4,836,664	10,272,172
Estimated Pounds Removed	5,435,509	4,836,664	10,272,172
Pct of Total Pounds Removed	52.9%	47.1%	
Allocated Treatment Costs to BOD/SS	\$ 2,771,739	\$ 1,187,888	\$ 3,959,627
Pct of costs of Treatment	70.00%	30.00%	
Unit Cost per Pound	\$ 0.510	\$ 0.246	

Calculation of BOD charge per 1,000 Gallons

Sewer Rate Code	Description	Strength Charge =	Vs	Conv Factor	Unit Charge	Strength Index	Allowed	BOD	
								Strength Charge per 1,000 Gallons	SS Strength Charge per 1,000 Gallons
000	No-Charge	\$ 0.0043	1	0.00834	\$ 0.510	0	1500	\$ -	-
010	Auto Steam Cleaning	\$ 0.0043	1	0.00834	\$ 0.510	1150	1500	\$ 4.89	2.560
101	Residential	\$ 0.0043	1	0.00834	\$ 0.510	250	1500	\$ 1.06	0.461
111	Bakery Wholesale	\$ 0.0043	1	0.00834	\$ 0.510	1000	1500	\$ 4.25	1.229
112	Hospital & Convalescence	\$ 0.0043	1	0.00834	\$ 0.510	250	1500	\$ 1.06	0.205
115	Markets with Garbage Disposal	\$ 0.0043	1	0.00834	\$ 0.510	800	1500	\$ 3.40	1.639
117	Repair Shop and Service Station	\$ 0.0043	1	0.00834	\$ 0.510	180	1500	\$ 0.77	0.574
118	Restaurant	\$ 0.0043	1	0.00834	\$ 0.510	1000	1500	\$ 4.25	1.229
120	Schools & Colleges	\$ 0.0043	1	0.00834	\$ 0.510	130	1500	\$ 0.55	0.205
121	Bars w/O Dining	\$ 0.0043	1	0.00834	\$ 0.510	200	1500	\$ 0.85	0.410
177	Laundromat	\$ 0.0043	1	0.00834	\$ 0.510	150	1500	\$ 0.64	0.225
178	Commercial Laundry	\$ 0.0043	1	0.00834	\$ 0.510	450	1500	\$ 1.91	0.492
179	Car Wash	\$ 0.0043	1	0.00834	\$ 0.510	20	1500	\$ 0.09	0.307
201	Professional Office	\$ 0.0043	1	0.00834	\$ 0.510	130	1500	\$ 0.55	0.164
202	Department Store & Retail	\$ 0.0043	1	0.00834	\$ 0.510	150	1500	\$ 0.64	0.307
301	Multi-Family	\$ 0.0043	1	0.00834	\$ 0.510	250	1500	\$ 1.06	0.461
302	Mobile Home Park	\$ 0.0043	1	0.00834	\$ 0.510	250	1500	\$ 1.06	0.461
600	Hotel w/Dining	\$ 0.0043	1	0.00834	\$ 0.510	500	1500	\$ 2.13	1.229
601	Hotel w/o Dining	\$ 0.0043	1	0.00834	\$ 0.510	310	1500	\$ 1.32	0.246
602	Mortuaries	\$ 0.0043	1	0.00834	\$ 0.510	800	1500	\$ 3.40	1.639
603	Septage	\$ 0.0043	1	0.00834	\$ 0.510	5400	1500	\$ 22.97	24.580
604	Soft Water Service	\$ 0.0043	1	0.00834	\$ 0.510	3	1500	\$ 0.01	0.113

Calculation of SS Charge per 1,000 Gallons

Sewer Rate Code	Description	Strength Charge =	Vs	Conv Factor	Unit Charge	Strength Index	Allowed	SS	
								Strength Charge per 1,000 Gallons	Total Strength Charge
000	No-Charge	\$ 0.002	1	0.00834	\$ 0.246	0	1000	\$ -	\$ -
010	Auto Steam Cleaning	\$ 0.002	1	0.00834	\$ 0.246	1250	1000	\$ 4.89	\$ 7.45
101	Residential	\$ 0.002	1	0.00834	\$ 0.246	225	1000	\$ 1.06	\$ 1.52
111	Bakery Wholesale	\$ 0.002	1	0.00834	\$ 0.246	600	1000	\$ 4.25	\$ 5.48
112	Hospital & Convalescence	\$ 0.002	1	0.00834	\$ 0.246	100	1000	\$ 1.06	\$ 1.27
115	Markets with Garbage Disposal	\$ 0.002	1	0.00834	\$ 0.246	800	1000	\$ 3.40	\$ 5.04
117	Repair Shop and Service Station	\$ 0.002	1	0.00834	\$ 0.246	280	1000	\$ 0.77	\$ 1.34
118	Restaurant	\$ 0.002	1	0.00834	\$ 0.246	600	1000	\$ 4.25	\$ 5.48
120	Schools & Colleges	\$ 0.002	1	0.00834	\$ 0.246	100	1000	\$ 0.55	\$ 0.76
121	Bars w/O Dining	\$ 0.002	1	0.00834	\$ 0.246	200	1000	\$ 0.85	\$ 1.26
177	Laundromat	\$ 0.002	1	0.00834	\$ 0.246	110	1000	\$ 0.64	\$ 0.86
178	Commercial Laundry	\$ 0.002	1	0.00834	\$ 0.246	240	1000	\$ 1.91	\$ 2.41
179	Car Wash	\$ 0.002	1	0.00834	\$ 0.246	150	1000	\$ 0.55	\$ 0.39
201	Professional Office	\$ 0.002	1	0.00834	\$ 0.246	80	1000	\$ 0.30	\$ 0.72
202	Department Store & Retail	\$ 0.002	1	0.00834	\$ 0.246	150	1000	\$ 0.64	\$ 0.95
301	Multi-Family	\$ 0.002	1	0.00834	\$ 0.246	225	1000	\$ 1.06	\$ 1.52
302	Mobile Home Park	\$ 0.002	1	0.00834	\$ 0.246	225	1000	\$ 1.06	\$ 1.52
600	Hotel w/Dining	\$ 0.002	1	0.00834	\$ 0.246	600	1000	\$ 2.13	\$ 3.36
601	Hotel w/o Dining	\$ 0.002	1	0.00834	\$ 0.246	120	1000	\$ 1.32	\$ 1.56
602	Mortuaries	\$ 0.002	1	0.00834	\$ 0.246	800	1000	\$ 3.40	\$ 5.04
603	Septage	\$ 0.002	1	0.00834	\$ 0.246	12000	1000	\$ 24.58	\$ 47.55
604	Soft Water Service	\$ 0.002	1	0.00834	\$ 0.246	55	1000	\$ 0.01	\$ 0.13

RESOLUTION NO. 2688-1007

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING A NOTICE OF INTENT TO INCREASE WATER USER CHARGES, SETTING A PUBLIC HEARING ON THE PROPOSED INCREASE AND FILING A WRITTEN REPORT SUPPORTING THE PROPOSED INCREASE WITH THE CITY CLERK.

WHEREAS, pursuant to the provisions of ARIZ. REV. STAT. § 9-511.01, the Council of the City of Avondale (the “City Council”) may increase water and wastewater rates where (i) a written report supporting the increased rate or rate component, fee or service charge has been prepared and made available to the public, (ii) a notice of intention to increase water or wastewater rates or rate components has been adopted, (iii) a public hearing is held on the proposed increase, which shall be held not less than 30 days after adoption of the notice of intention and (iv) a copy of the notice of intention showing the date, time and place of such hearing shall be published one time in a newspaper of general circulation within the boundaries of the municipality not less than 20 days prior to the public hearing date; and

WHEREAS, City Staff has (i) performed a revenue sufficiency and cost of service analysis, (ii) determined that the City of Avondale’s water rates or rate components need to be increased and (iii) documented their findings in a written report (the “Report”); and

WHEREAS, public “Town Hall” meetings will be held to receive input from Avondale citizens regarding possible increases in water charges; and

WHEREAS, the City Council desires to declare its intention to increase rates consistent with the findings of the Report.

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

SECTION 1. That this Notice of Intention (this “Notice”) to increase water user charges is hereby adopted.

SECTION 2. That a public hearing on the proposed increase shall be held before the City Council on December 3, 2007, at 7:00 p.m. in the Council Chambers of the Avondale Civic Center, 11465 West Civic Center Drive, Avondale, Arizona.

SECTION 3. That the Report supporting the proposed increases in water user charges shall be available beginning October 16, 2007, in the office of the City Clerk for public use and inspection.

SECTION 4. That a copy of this Notice shall be published in a newspaper of general circulation in the City not less than 20 days prior to December 3, 2007.

SECTION 5. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

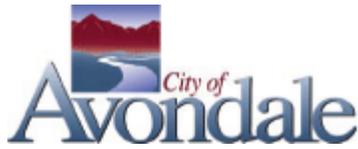
Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1270-1007 accepting Right-of-way - 128th Avenue south of Illini Street.

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Kathy Mathiesen, Plan Review Engineer, Development Services (623)333-4036

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of right-of-way by Mr. Perez for 128th Avenue south of Illini Street and authorizing the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

DISCUSSION:

Mr. Perez is constructing a new residence off of 128th Avenue and has agreed to dedicate the right-of-way for the future street.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance accepting the dedication of right-of-way by Mr. Perez for 128th Avenue south of Illini Street and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [ORD - 1270-1007](#)

VICINITY MAP



August, 2007 - GIS / MAPPING SECTION

CITY OF AVONDALE Perez Right-of-Way Dedication

ORDINANCE NO. 1270-1007

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR USE AS PUBLIC RIGHT-OF-WAY.

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

SECTION 1. That a \pm .038 acre parcel of real property, being a portion of Maricopa County Assessor's Parcel No. 500-63-003B, generally located west of 128th Avenue, south of Illini Street, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Carlos Perez and Mari Cruz Perez for use as public right-of-way.

SECTION 2. That 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 15, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1270-1007

[Legal description and map of acquisition portion of APN 500-63-003B]

See following pages.

Carlos Perez

LEGAL DESCRIPTION

128th Avenue

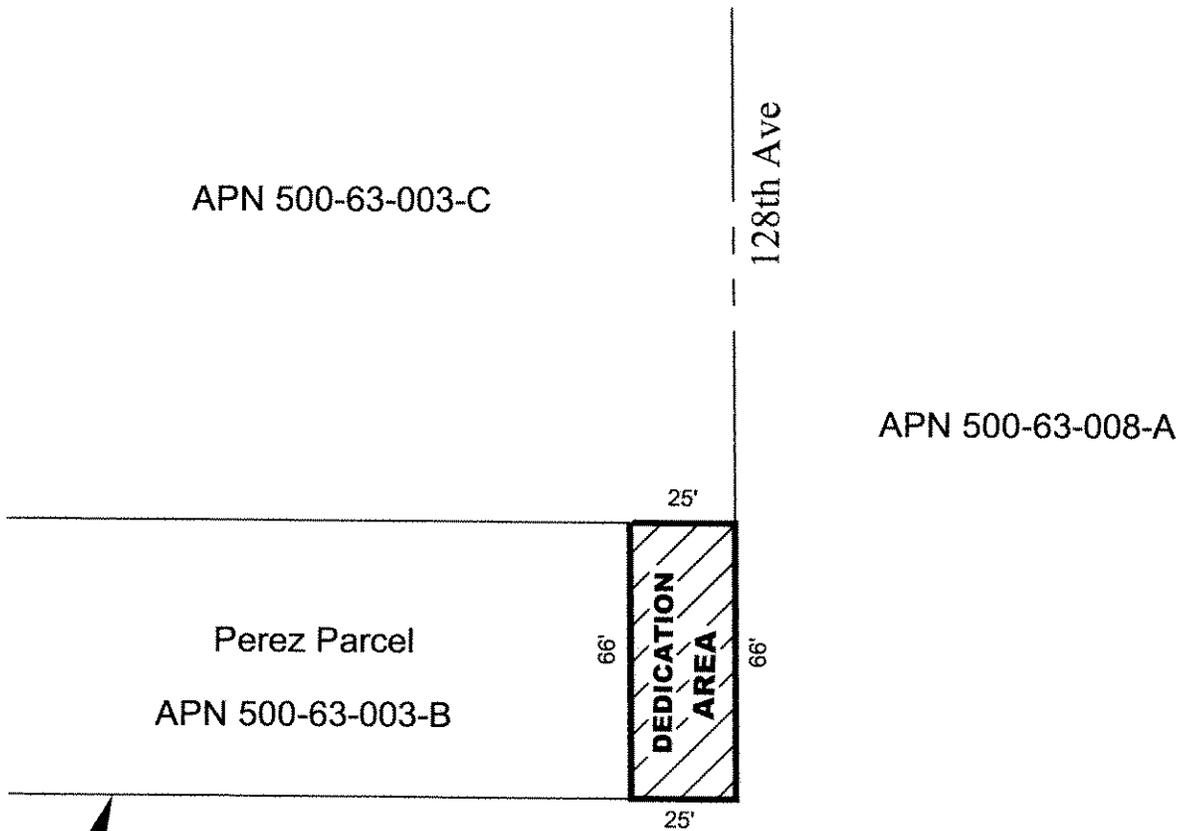
RIGHT OF WAY

The East 25 feet of the South 66 feet of the North half of the East half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter Of Section 23, Township 1 North, Range 1 West, Gila & Salt River Base & Meridian, Maricopa County, Arizona

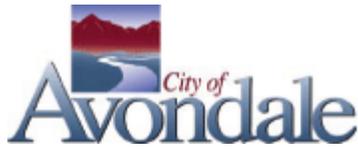
Said parcel contains 1650 square feet area, more or less.

EXHIBIT

Proposed Right-of-Way Dedication



South line of South Half of SW 1/4 of the
NE 1/4 of the SW 1/4 of Section 23,
Township 1 North, Range 1 West
Gila and Salt River Meridian



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1271-1007 Granting an Irrigation Easement to Salt River Project

MEETING DATE:

October 15, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance granting an irrigation easement to Salt River Project (SRP) at 111th Avenue and Van Buren Street and at Roosevelt Parkway and Van Buren Street for the Roosevelt Park 2 Subdivision, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

The Roosevelt Park 2 Subdivision is to be developed at the NEC of 111th Avenue and Van Buren Street. This subdivision will be responsible for improving the north side of Van Buren between 111th Avenue and 107th Avenue, and the east side of 111th Avenue from Van Buren Street to Corporate Drive. There is an existing irrigation ditch and SRP easement adjacent to the existing half street improvements along 111th Avenue that will have to be relocated to complete the 111th Avenue and the Van Buren Street improvements. The developer will dedicate the necessary easement along 111th Avenue before the plat is recorded. The remaining portion of the easement is in the existing Van Buren right-of-way and must be dedicated by the City. See attached vicinity map.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance granting an irrigation easement to Salt River Project at 111th Avenue and Van Buren Street and at Roosevelt Parkway and Van Buren Street for the Roosevelt Park 2 Subdivision, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

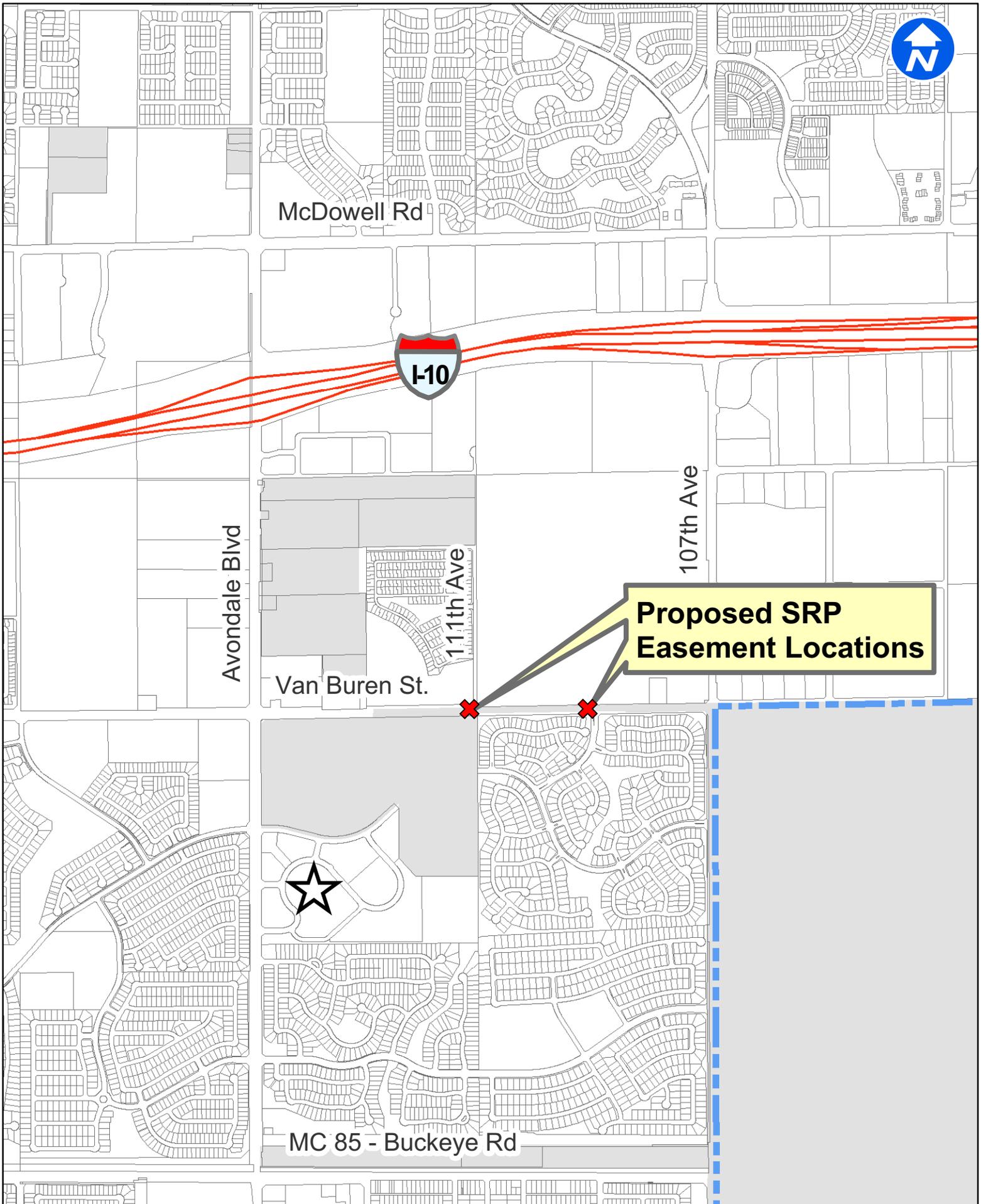
ATTACHMENTS:

Click to download

[Vicinity Map](#)

[ORD - 1271-1007](#)

VICINITY MAP



**City of Avondale
Proposed SRP Easements**

ORDINANCE NO. 1271-1007

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

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

SECTION 1. That an irrigation easement is hereby granted to Salt River Project Agricultural Improvement and Power District through, over, under and across certain real property, generally located along Van Buren Street, east of Avondale Boulevard, in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1271-1007

[Salt River Project Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350

P. O. Box 52025

Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
Parcel # 102-57

R/W # 32 Agt. PAR
Job # RD-62690
WON C _____

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF AVONDALE, ("Grantor"),
a municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibits "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

PARCEL DESCRIPTION
Van Buren Street and Roosevelt Parkway North
Proposed SRP Easement #2

A portion of the northeast quarter of Section 7, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found Maricopa County Highway Department brass cap in hand hole at the north quarter corner of said Section 7, from which a found Maricopa County Highway Department brass cap in hand hole at the northeast corner of said Section 7 bears North 88°52'29" East, a distance of 2,613.62 feet;

THENCE along the north line of said northeast quarter, North 88°52'29" East, a distance of 1,331.84 feet, to the **POINT OF BEGINNING**;

THENCE continuing along said north line, North 88°52'29" East, a distance of 20.76 feet;

THENCE leaving said north line, South 20°18'46" West, a distance of 2.31 feet;

THENCE South 01°56'07" West, a distance of 49.67 feet;

THENCE South 88°52'29" West, a distance of 20.03 feet;

THENCE North 01°56'07" East, a distance of 51.82 feet, to the **POINT OF BEGINNING**;

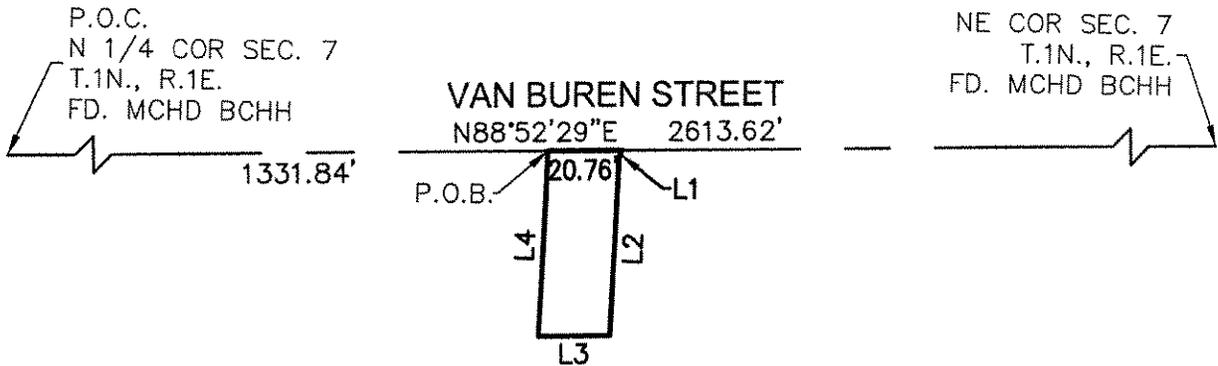
Containing 1,037 square feet or 0.024 acres, more or less.

Subject to existing rights-of-way and easements.

S:\2006\06122TH (Roosevelt Park)\Legal\6122L17.doc



LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°18'46"W	2.31'
L2	S01°56'07"W	49.67'
L3	S88°52'29"W	20.03'
L4	N01°56'07"E	51.82'



m² group
Civil Engineering
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

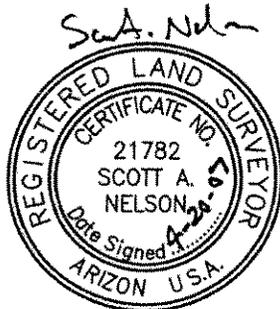


EXHIBIT "A"

VAN BUREN STREET & ROOSEVELT PARKWAY NORTH
PROPOSED SRP EASEMENT #2
04/20/07
JOB NO. 06122TH
PAGE 2 OF 2
NOT TO SCALE
\\06122TH\LEGAL\6122L17.DWG

PARCEL DESCRIPTION
Van Buren Street and 111th Avenue
Proposed SRP Easement

A portion of the southwest quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a found Maricopa County Highway Department brass cap in hand hole at the south quarter corner of said Section 6, from which a found 5/8" rebar at the center of said Section 6 bears North 00°29'20" West, a distance of 2,632.13 feet;

THENCE along the east line of said southwest quarter, North 00°29'20" West, a distance of 4.35 feet, to the **POINT OF BEGINNING**;

THENCE leaving said east line, South 27°39'09" West, a distance of 4.97 feet, to the south line of said southwest quarter;

THENCE along said south line, South 88°54'32" West, a distance of 22.81 feet;

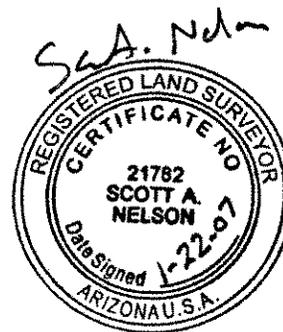
THENCE leaving said south line, North 27°39'09" East, a distance of 53.33 feet, to said east line;

THENCE along said east line, South 00°29'20" East, a distance of 42.40 feet, to the **POINT OF BEGINNING**;

Containing 583 square feet or 0.013 acres, more or less.

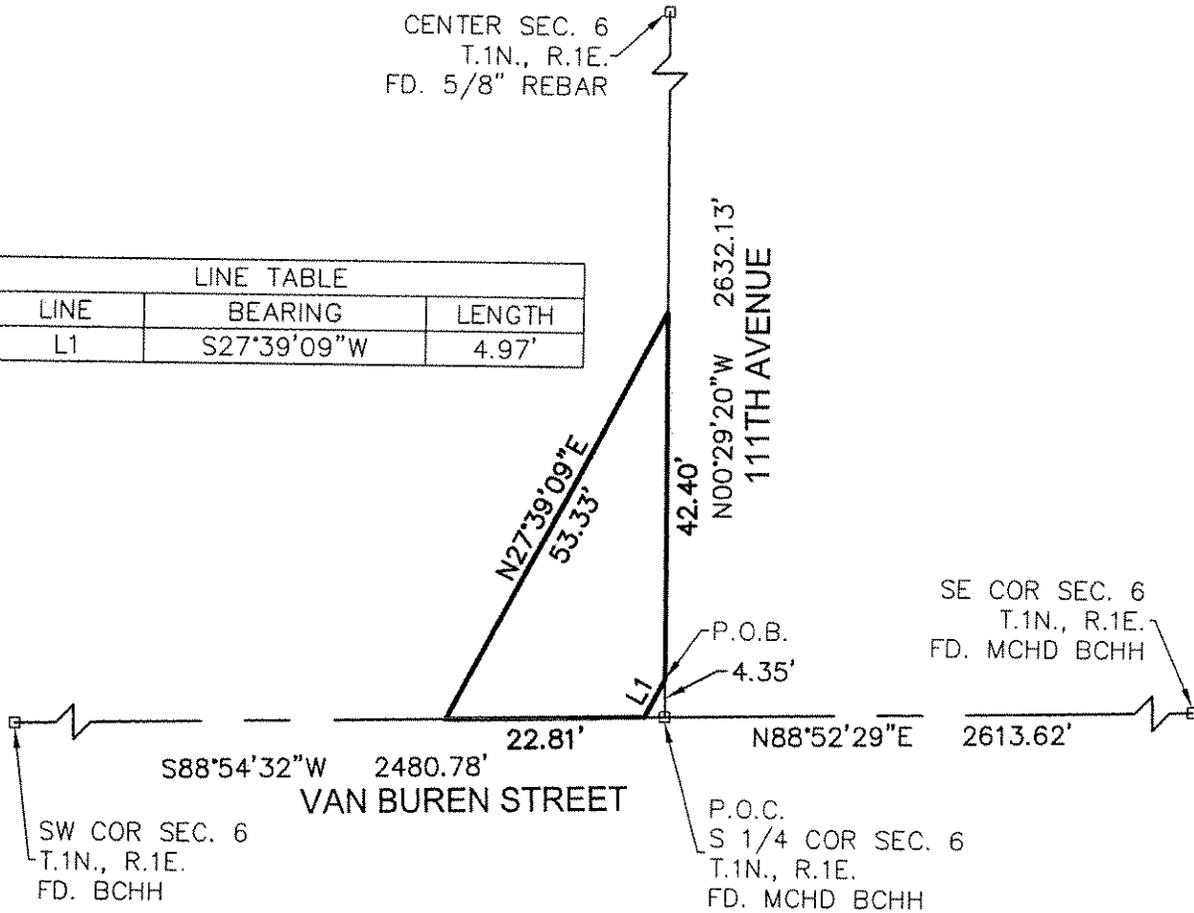
Subject to existing rights-of-way and easements.

S:\2006\06122TH (Roosevelt Park)\Legal\6122L14.doc



CENTER SEC. 6
T.1N., R.1E.
FD. 5/8" REBAR

LINE TABLE		
LINE	BEARING	LENGTH
L1	S27°39'09"W	4.97'



Civil Engineering
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

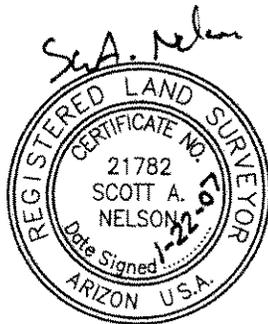
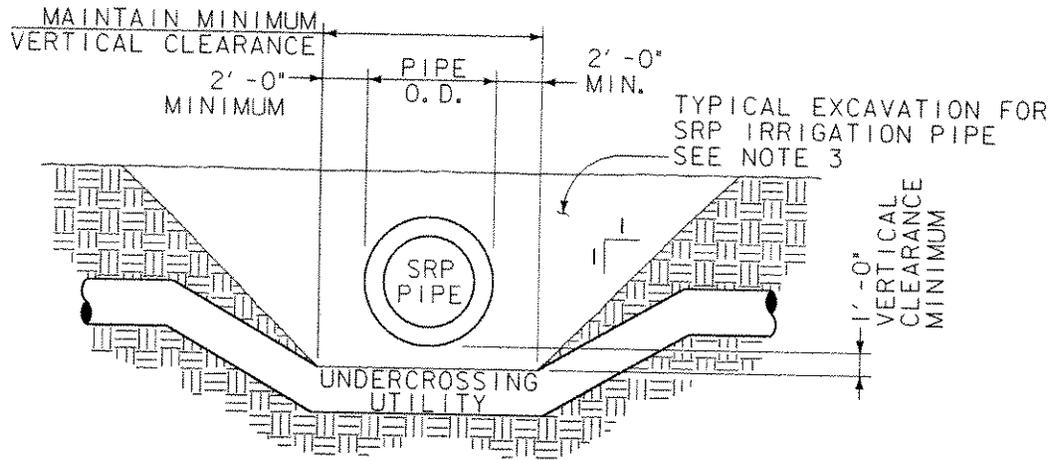


EXHIBIT "A"
VAN BUREN STREET AND 111TH AVENUE
PROPOSED SRP EASEMENT

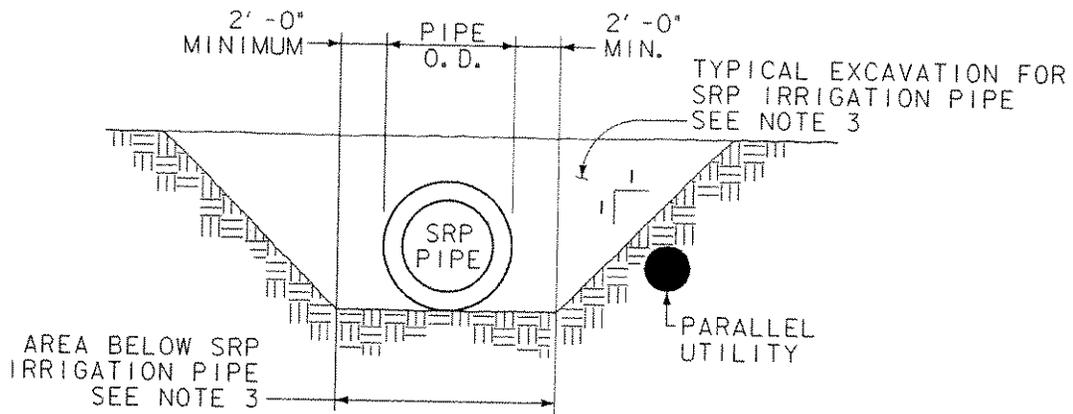
01/22/07
JOB NO. 06122TH
1" = 20'
\06122TH\LEGAL\6122L14.DWG

EXHIBIT B

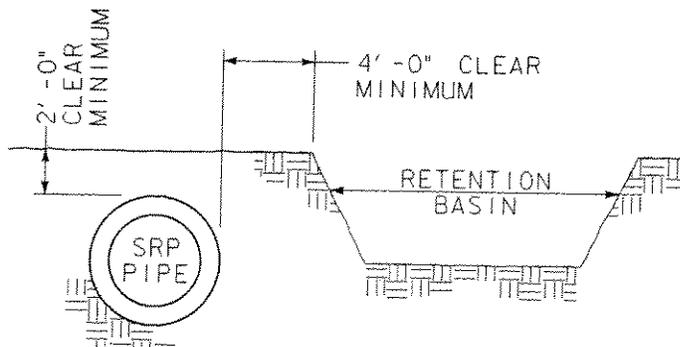
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



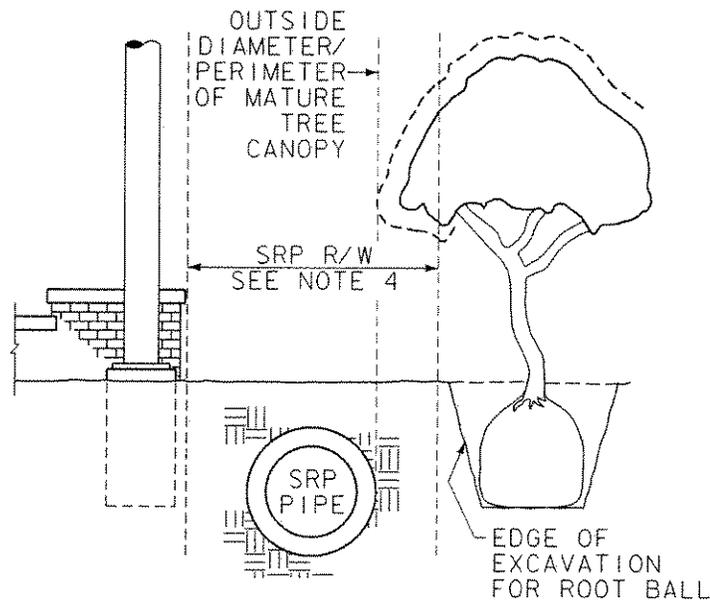
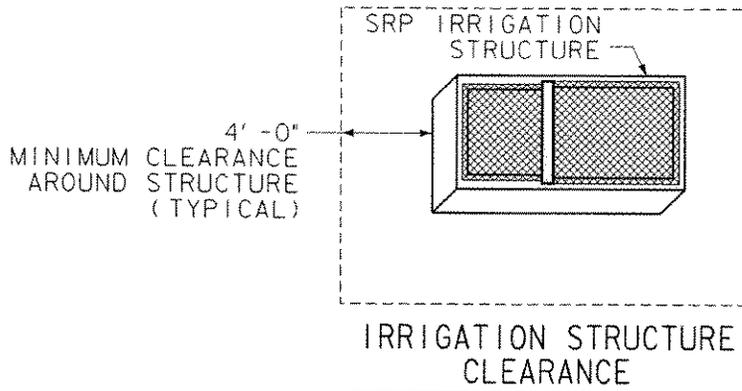
PIPELINE - PARALLEL UTILITY



PIPELINES - RETENTION BASIN

EXHIBIT B

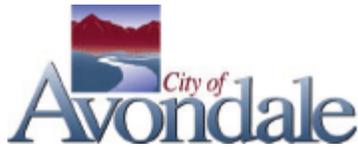
(PAGE 2 OF 2)



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-2962 REGARDING LICENSES FOR SITES LOCATED NORTH OF THE SALT RIVER AND AT 602-236-5799 REGARDING LICENSES FOR SITES SOUTH OF THE SALT RIVER.



DEVELOPMENT SERVICES

SUBJECT: Public Hearing and Ordinance 1273-1007 - for Avondale Crossing Rezoning (Z-07-2)
MEETING DATE: October 15, 2007

TO: Mayor and Council
FROM: Brian Berndt, Development Service Director (623) 333-4011
THROUGH: Charlie McClendon, City Manager

REQUEST: Rezoning from AG (Agricultural) to PAD (Planned Area Development)
LOCATION: Northeast corner of El Mirage Road and W. Corporate Drive (Exhibits A, B and C)
APPLICANT: Lapour Avondale LLC
OWNER: Lapour Avondale LLC

BACKGROUND:

The property was annexed into the City of Avondale on June 28, 1978. Upon adoption of the City's new zoning map in 1990, the property was zoned AG (Agricultural). The current zoning of the property remains AG.

The property is designated by the General Plan Land Use Map as Employment (Exhibit C). The Employment designation encourages facilities that provide employment opportunities by allowing uses that include general office, enclosed industrial uses and retail and limited commercial uses that support office and industrial. Additionally, the property is located within the Freeway Corridor Specific Plan area with a land use designation of Employment.

SUMMARY OF REQUEST:

1. The applicant is requesting to rezone approximately 28 acres from AG (Agricultural) to PAD (Planned Area Development) for a commerce park development. The applicant has submitted a PAD General Development Plan (Exhibit E), which details permitted uses, development standards, and design guidelines for future development of the site.
2. The applicant is proposing to develop the site in substantial conformance with the Commerce Park (CP) and General Industrial (A-1) zoning district regulations. The development plan proposes a mix of uses including office and fully enclosed light industrial, as well as a few limited retail/commercial uses.
3. Primary access to the site will be provided via El Mirage Road and W. Corporate Drive and collector streets throughout the development. A public street will be dedicated and constructed through the site from W. Corporate Drive to the residential parcels along the north property line.

PARTICIPATION:

The applicant invited 15 property owners and other interested parties to a neighborhood meeting held on Wednesday, August 29 to discuss the proposal. Two property owners and interested parties attended the meeting. The only issue raised at the meeting was whether the scope of the request had changed since the previous neighborhood meeting held on July 2, 2007. The answer was that there was no change in the scope of the request. The Planning Division received no comments opposing the application.

A notice of the Planning Commission hearing was published in the West Valley View on September 4,

2007. The property was posted on September 5, 2007. Letters were mailed out to 15 property owners on August 30, 2007. No citizens spoke on this item at the Planning Commission meeting.

A notice of the October 15th City Council hearing was published in the West Valley View on Tuesday, September 25, 2007. The property was posted on September 28, 2007. Notification letters were mailed to 15 property owners within 500 feet of the site on September 28, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on September 20, 2007, and voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative for Avondale Crossing dated September 4, 2007.
2. All public improvements, including all half-street improvements on El Mirage Road and West Corporate Drive shall be completed during the first phase of the development. Roadway cross-sections shall be required per Chapter 4 of the Avondale Transportation Plan. Required improvement standards are determined by the City of Avondale Engineering Design Guidelines for Site Development and Infrastructure Development.
3. The proposed development to conform to the Avondale Commercial Design Guidelines (upon adoption).
4. Full traffic impact analysis reports shall be required at master site plan. Additional comments will be forthcoming based on review and results of traffic study. A full revised Traffic Study will be required at Final Site Plan submittal.
5. Pedestrian-friendly design elements shall be required with the proposed major collector roadways.
6. Additional right-of-way may be required at site plan approval for improvements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer.
7. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
8. An area not less than 5,000 square feet and roughly square in shape shall be provided on the subject property for a municipal well. Said site shall be within 660 feet of the present location of the irrigation well on the subject property. The exact site and dimension shall be determined at final site plan.
9. A master site plan and comprehensive sign program for the development shall be approved by the City Council prior to development. Subsequently, plans and permits may be administratively approved by staff for this development in accordance with the Council approved master site plan and comprehensive sign program.
10. Retail commercial operations directly related to the primary industrial use shall not exceed ten (10) percent of the gross floor area of any single tenant except with a Conditional Use Permit, where up to thirty (30) percent may be allowed.
11. The architectural design and building materials to conform to figure 6 within the approved Avondale Crossing Development Plan dated September 4, 2007.

ANALYSIS:

Permitted Uses and Conditional Uses

The permitted uses proposed for the development are:

Industrial Park Uses

- Warehouse/storage, with loading dock facilities;

- Light manufacturing, totally enclosed within building structure;
- Retail operations directly related to the primary use, which does not exceed 30 percent of the floor area of the primary use;
- Wholesale sales and services;
- Food repackaging, dry food stuffs only;
- Fabrication of finished products related to commercial or residential building trades.

Business Park

- Offices for professional, administrative, clerical and sales services;
- Pharmacy, dental, research and medical laboratories;
- Retail operations directly related to the primary use, which does not exceed 30 percent of the floor area of the primary use;
- Wholesale sales and services.

No conditional uses are proposed.

The Industrial Park and Business Park Districts allow uses in accordance with Sections 403 and 404 (Commerce Park and General Industrial Districts) of the Avondale Zoning Ordinance.

The Business Park District is located adjacent to El Mirage Road and W. Corporate Drive. The Industrial Park Districts are located on the remainder of the site and have access from either El Mirage Road or W. Corporate Drive (see Exhibit E).

The applicant is proposing to increase the amount of retail operations directly related to the primary use allowed in the Zoning Ordinance from 10 percent to 30 percent of the floor area of the primary use.

Development Standards

The lot development standards are in general conformance to the Avondale Zoning Ordinance. Front setbacks facing internal streets in both the Industrial and Business Park Districts are proposed to be 20 feet to buildings and 10 feet to parking. Maximum building heights are proposed to be 35 feet to roof-ridgeline and 40 feet to top of parapet.

Design Standards.

An urban contemporary architectural style is proposed which incorporates a desert based color pallet with variations in articulation to create strong, bold forms with contrasts in color and material to add to the visual interest. Desirable architectural design elements proposed for both Districts include:

- building modulation, wall plane indentations and architectural fenestration details;
- color and texture modulation of materials on all four sides, but not strongly contrasting;
- building and landscape accent lighting;
- building entry accentuation.

Building placement will cluster groups of buildings in a manner that orients building entrances toward the street-side frontage and utilize building mass to screen service areas. Buildings are to be located at or near the front setback line and create a significant visual presence to the street. Visual interest will be maximized by using combinations of the following techniques:

- variation in the parapet wail lines;
- use of protected and recessed entries with canopy fenestration elements;
- use of vertical elements on or in front of expansive blank walls;
- use of pronounced wall plane offsets and projections and inclusion of windows on elevations facing streets and pedestrian areas.

Signage

Signage will be designed to be consistent and have an overall theme using similar materials and textures. A comprehensive sign package will be required at the time of site plan approval. A stipulation has been included to address this issue.

Landscaping

The landscape design adds visual interest and character to the development with tree lined streets and public spaces. The design will be a compliment to the architectural character, height and density of the buildings, and enhance the environment with color and plant variety.

Plant materials were selected with consideration towards low water use, visual screening, air quality, shading and long term maintenance.

Circulation

Primary access to the property is provided from Van Buren Street and El Mirage Rd. W. Corporate Drive, as proposed, will be extended east and culminate in a tee intersection at Avondale Blvd.

Avondale Blvd. and Van Buren Street are designated as major arterial streets; El Mirage Rd. is designated as a collector street and extends north along the west of the property as noted above. Corporate Drive is designated as a major collector. The remaining proposed interior streets will be local private streets. The Van Buren and El Mirage intersection is signalized.

A public street will be dedicated through the project to provide access from Corporate Drive to the residential parcels along the north property line. A Master Circulation plan shall be submitted as part of the site plan review.

Open Space

Useable open space shall be provided in the form of outdoor sitting areas, pedestrian refuge areas, bench seating areas, featured landscaped areas, walkways and paths. All open space areas shall be included on individual site plans as appropriate to project use. The separation of uses is required through placement of planters, street furniture, landscaping, different paving textures, and subtle changes in the ground plane.

FINDINGS:

Staff believes the proposed rezoning meets the following findings:

- The proposed PAD zoning with recommended stipulations is in conformance with the General Plan and the Freeway Corridor Specific Plan.
- The proposal meets the PAD requirements of the Zoning Ordinance.
- The proposed PAD zoning will result in compatible land use relationships.
- The proposed development standards are consistent with the desired character of development for this area.

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, accept the findings with the attached 11 stipulations and adopt an ordinance approving application Z-07-2, a request to amend the City of Avondale Zoning Map to rezone the approximately 28 acre subject property from AG (Agricultural) to PAD (Planned Area Development).

PROPOSED MOTION:

"I move that the City Council accept the findings with the attached 11 stipulations and ADOPT the ordinance approving application Z-07-2, a request to amend the City of Avondale Zoning Map to rezone the

approximately 28 acre subject property from AG (Agricultural) to PAD (Planned Area Development)."

ATTACHMENTS:

Click to download

 [Attachments](#)

 [ORD - 1273-1007](#)

FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

John Vater, Planner (623) 333-4014

ATTACHMENTS

Exhibit A Zoning Vicinity Map

Exhibit B Aerial Photo 2006

Exhibit C General Plan Land Use Map

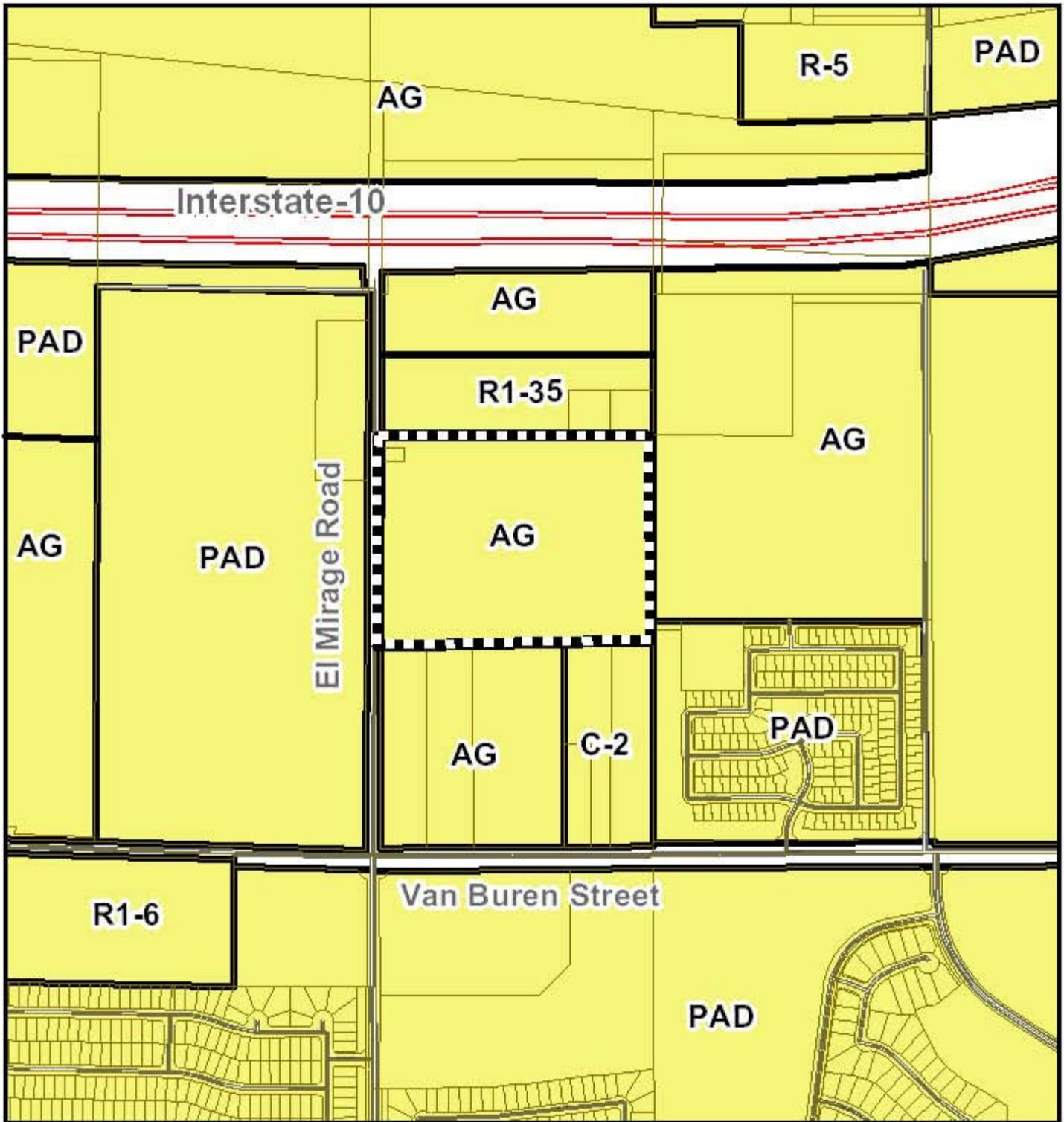
Exhibit D Summary of Related Facts

Exhibit E Avondale Crossing P.A.D. Rezoning Application, date stamped September 4, 2007.

Exhibit F Neighborhood Meeting Minutes from August 29, 2007

Exhibit G Draft Planning Commission Meeting Minutes from September 20, 2007

ORDINANCE

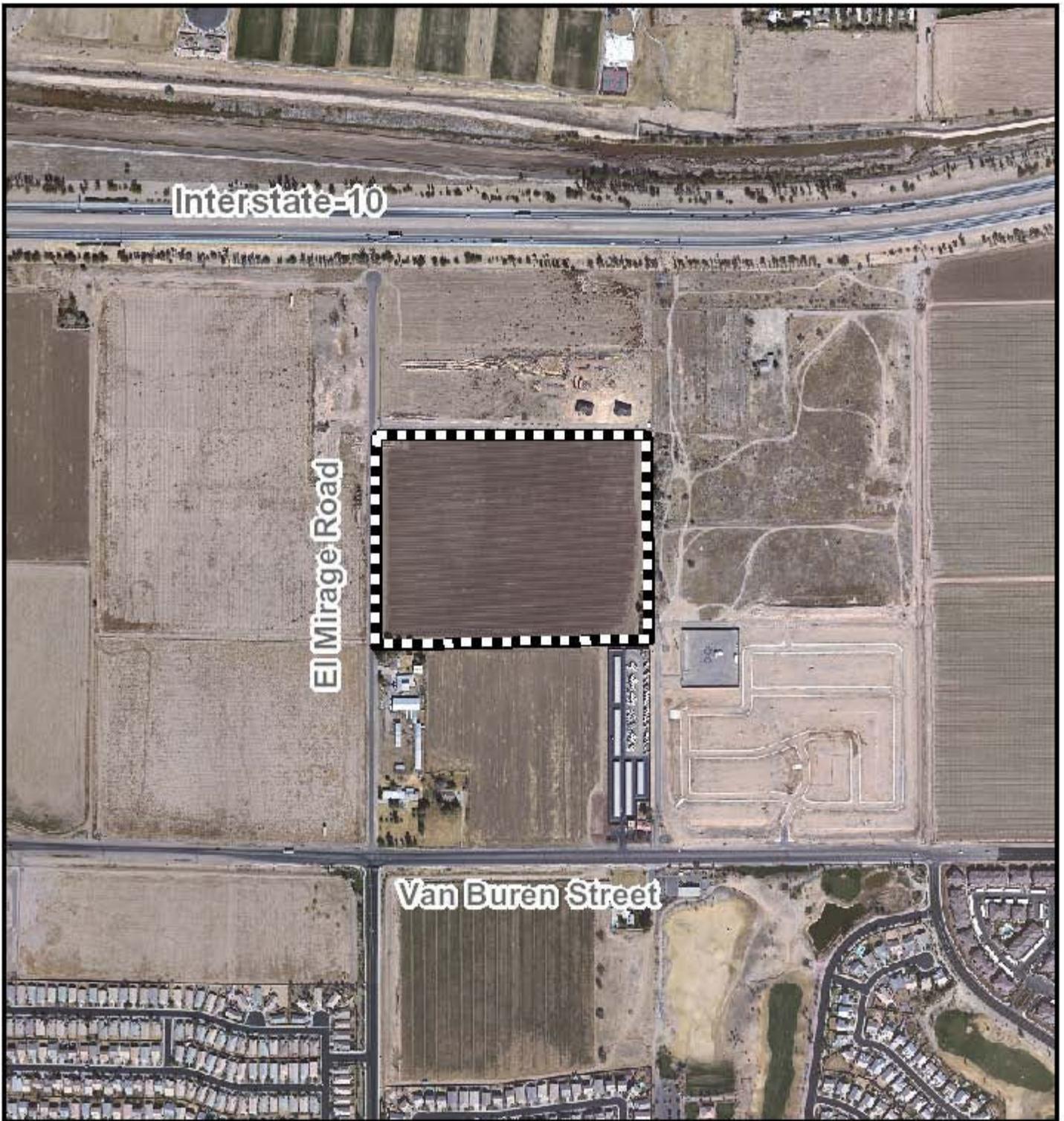


Zoning Vicinity Map



Subject Property





2006 Aerial Photo



Subject Property





General Plan Land Use

- | | |
|--|---|
|  Commercial Corridor, Commercial Corridor |  Medium Density Residential |
|  Growth Area, Growth Area |  Medium High Density Residential |
|  Commercial |  Mixed Use |
|  Employment |  Multi Family Residential |
|  Freeway Commercial |  Open Space |
|  High Density Residential |  Public Facilities |
|  Low Density Residential |  Subject Property |

*SUMMARY OF RELATED FACTS**APPLICATION Z-07-02*

<i>THE PROPERTY</i>	
PARCEL SIZE	28+/- acres
LOCATION	Northwest corner of El Mirage Rd and W Corporate Drive
PHYSICAL CHARACTERISTICS	The site is flat.
EXISTING LAND USE	Agriculture
EXISTING ZONING	Agricultural (AG)
ZONING HISTORY	Annexed in 1978 and zoned AG
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	R1-35
EAST	AG Agricultural (vacant)
SOUTH	AG Agricultural (vacant), C-2 Commercial (vacant)
WEST	PAD Under Development with CP Commerce Park and A-1 Light Industrial
<i>GENERAL PLAN</i>	
The subject property is designated as Employment on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Collier Elementary
JUNIOR HIGH SCHOOL	Underdown Junior High School
HIGH SCHOOL	La Joya Community High School

AVONDALE CROSSING

NEC OF EL MIRAGE RD. & CORPORATE DRIVE
AVONDALE, ARIZONA

P.A.D. REZONING APPLICATION Z - 07 - 2

**LAPOUR PARTNERS
5525 S. Decatur Blvd.
Las Vegas, Nevada
702-222-3022**

**January 18, 2007
Revised March 27, 2007
Revised June 29, 2007
Revised August 2, 2007
Revised September 4, 2007**

TABLE OF CONTENTS

- I. Introduction 1
- II. Request 1
- III. General Plan Conformance..... 1
- IV. Background 1
- V. Site Context 2
- VI. Development Plan Approvals 2
 - 1. Conceptual Development Plan 2
 - 2. Final Development Plans 2
 - 3. Amendments 3
- VII. Land Uses 3
 - 1. Industrial Park District 3
 - A. Permitted Uses..... 3
 - B. Conditional Uses 3
 - C. Prohibited Uses..... 3
 - 2. Business Park District 3
 - A. Permitted Uses..... 4
 - B. Conditional Uses 4
 - C. Prohibited Uses..... 4
- VIII. Development Standards 4
 - 1. Lot Development Standards 4
 - 2. Lighting..... 5
 - 3. Screening – Parking Areas 5
 - 4. Screening – Utility and Mechanical Equipment 6
 - 5. Screening – Trash Enclosures 6
 - 6. Screening – Walls and Fences 6
 - 7. Parking 6
- IX. Infrastructure 7
 - 1. Circulation 7
 - 2. Utilities..... 7
 - 3. Grading and Drainage 7
 - 4. Maintenance..... 7
- X Landscaping 8
- XI. Open Space 8
- XII. Site Design 9
- XIII. Architectural Design 9
 - 1. Building Massing 9
 - 2. Roofs..... 10
 - 3. Elevations / Walls 10
 - 4. Entrances 10
 - 5. Environmental Quality..... 10
- XIV. Signage 11
 - 1. Theme and Image 11
 - 2. Freestanding Signs..... 11
 - 3. Multi-Tenant Identification Signs..... 11
 - 4. Tenant Building Signage..... 11
 - A. General Wall Signage 12
 - B. General Size and Area 12

I. Introduction

The Conceptual Development Plan and this Program narrative provide a project overview of a Planned Area Development (PAD), proposed by LaPour Partners to develop an approx. 28-acre site at the northeast corner of El Mirage Road and Corporate Drive (the "Property"). This development plan, which is separated into three (3) phases, will include a variety of commercial and employment uses that support the Avondale General Plan.

II. Rezoning Request

This request is to rezone the site from the AG zoning to a Planned Area Development (PAD) to specifically allow the uses proposed in the Conceptual Development Plan.

III. General Plan Conformance

The subject property is located in an area designated by the City of Avondale General Plan as "Employment" land use designation. See Figure 4. This designation allows for development of Business and Industrial Park uses. This application is consistent with this land use designation.

The property is also within the boundaries of the City of Avondale Freeway Corridor Specific Plan (dated June 1991). The proposed development is in keeping with, and will further, the goals and policies of the Specific Plan. The primary mission of that Plan is to inspire a public-private joint venture for quality economic development in this area of the City (which is identified as having the highest urbanizing potential). The Specific Plan further states this area of the City provides the most prime real estate among the City's remaining inventory of land that is ripe for urban development and economically-viable growth.

The Specific Plan identifies the section of El Mirage Road, nearest Interstate 10, as an area that creates significant opportunity for intense uses benefiting from high visibility from the freeway. The Specific Plan further mentions office, retail and employment land uses for this area. The proposed uses are consistent with the Plan and the development standards will comply with the applicable design and landscaping standards set forth in the Specific Plan.

IV. Background

This Property was annexed into the City of Avondale from Maricopa County in 1986. Comparable rezoning was established which designated this property as Agricultural (AG). Refer to Exhibit "A" Contextual Plan for additional information regarding adjacent land uses and existing zoning.

1. Ownership

The property is owned by LaPour Avondale One LLC, LaPour Avondale Two LLC and LaPour Avondale Three LLC.

2. Property

The property is located at the northeast corner of El Mirage Road and Corporate Drive and is comprised of approximately 25 net acres. See Figure 1 Vicinity Map and Figure 2 Legal Description of the Property.

V. Site Context

The site is currently in agricultural production with irrigation provided from a well-head located on the northwest corner of the property and an irrigation channel running along the west property edge. The site topography is almost level with grades sloping to the southwest.

The Property has visibility from Interstate 10 Freeway on the north, with access from El Mirage Rd. along the west and the proposed east-west Corporate Drive extension along the south.

1. Surrounding Land Uses

North: The parcel adjacent to the north property line of the Project is designated R1-35 Residential with two homes constructed at the eastern end of this parcel.

East: The parcel adjacent to the east property line of the Project is designated AG Agricultural with a 100 ft wide SRP overhead transmission line corridor running the full length of the east boundary.

South: The proposed Corporate Drive forms the south boundary of the Project with a residential farming property located directly south of Corporate Drive.

West: El Mirage Road forms the west boundary of the Project. The property to the west of El Mirage Rd. is the recently rezoned Avondale Commerce Center Park a mixed-use PAD of commercial (C-2) and Commerce Park (CP) districts.

VI. Development Plan Approvals

1. General Development Plan & Program

In accordance with the Avondale General Plan, this General Development Plan proposes to combine a mix of commercial and industrial uses consistent with uses allowed within the Commerce Park (CP) and General Industrial (A-1) zoning districts. The guidelines and design standards described herein will be used to unify the architectural materials, landscaping and signage into a cohesive development and corporate business park identity that will attract a mix of quality commercial employment opportunities.

The Conceptual General Development Plan is included as Figure 3. This Plan shows the master roadway circulation plan and the proposed land uses. There are three (3) Phases of the Development Plan comprised of business/service-related and indoor storage uses in Phase I (along the north) and Phase II (along the east) with business-related office uses in Phase III, at the southwest corner of the site.

2. Final Development Plans / Phasing Plans

Final Development Plans shall be submitted for each of the three phased areas of the overall development. Phased Final Development Plans shall include compatible architectural themes, internal circulation, parking lot configurations, signage, landscape theme, and maximum building footprints, consistent with the submittal requirements of the Avondale Zoning Ordinance, and shall be in conformity with the approved PAD application.

3. Amendments

As each area develops, the General Development Plan or Final Development Plan may need to be amended or updated.

- Modifications to General Development Plans shall be governed by the Avondale Zoning Ordinance regarding amendments to the PAD.
- Modifications to Final Development Plans that change or otherwise alter the character of conformance with the approved General Development Plan will be considered a Major Amendment, and shall be reviewed by Staff and the Planning Commission and approved by the City Council. All other changes considered minor by the City Planner shall be reviewed and approved administratively by Staff when in the opinion of City Planner are in substantial conformance to the approved General Development Plan.

VII. Land Use Plan

1. Industrial Park District (20.2 acres)

The Industrial Park District includes Phase I and II as shown on the Conceptual General Development Plan and shall be in conformance with the uses of the General Industrial (A-1) Zoning District. The purpose of the District is to provide a mix of light manufacturing, warehousing and service-related employment uses.

A. Permitted Uses

The following are proposed as a principal uses within the Industrial Park District of the PAD:

- Warehouse/Storage, with loading dock facilities;
- Light manufacturing, totally enclosed within building structure;
- Retail operations directly related to the primary use, which does not exceed 30 percent of the floor area of the primary use;
- Wholesale sales and services;
- Food repackaging, dry food stuffs only;
- Fabrication of finished products, related to commercial or residential building trades.

B. Conditional Uses

None.

C. Prohibited Uses

Any use not expressly permitted herein.

2. Business Park District (8.0 acres)

The Business Park District includes Phase III as shown on the Conceptual General Development Plan and shall be in conformance with the uses of the Commerce Park (CP) Zoning District. The purpose of the Business Park is to provide employment opportunities within a planned business park environment that provides for a higher percentage of office uses than the Industrial Park District. This may include retail showroom and service uses that support the employment uses.

A. Permitted Uses

The following are proposed as a principal uses within the Business Park Districts of the PAD:

- Offices for professional, administrative, clerical and sales services;
- Pharmacy, dental, research and medical laboratories;
- Retail operations directly related to the primary use, which does not exceed 30 percent of the floor area of the primary use;
- Wholesale sales and services;

B. Conditional Uses

None.

C. Prohibited Uses

Any use not expressly permitted herein.

VIII. Development Standards

All development shall comply with the City of Avondale Zoning Ordinance unless otherwise modified in this PAD application. The following development standards shall apply:

1. Lot Development Standards

Minimum Lot Width and Area:	Business Park - CP	Industrial Park – A1
Minimum Setbacks:		
Front yard from El Mirage or Corporate Dr.	25' to building; 20' to parking	20' to building; 20' to parking
Front from Interior Street	20' to building; 10' to parking	20' to building; 10' to parking
Interior side yard	12'	None
Side yard adjacent to Residential	50' to building	50' to building
Rear yard	12'	None
Rear yard adjacent to Residential	50' to building	50' to building
Max. Building Height:		
	35' to roof ridge-line; 40' to top of parapet	35' to roof ridge-line; 40' to top of parapet
Max. Building Coverage:		
	50%	No maximum subject to building code

2. Lighting

In addition to the following requirements, all lighting of the sites shall comply with the outdoor lighting requirements of the Avondale Zoning Ordinance.

- Accent lighting of selected architectural, landscape and/or hardscape features will be encouraged and shall use incandescent type lamps.

- Exterior fixtures will be located and oriented to focus light inward from the edge of each parcel.
- Parking canopy lighting shall be screened by the canopy fascia to limit visual distraction to the surrounding environment.
- All parking lot light fixtures shall be metal halide and shall be fully shielded.
- The design of lighting fixtures and their structural support shall be of a scale and architectural design compatible with on-site buildings.
- Fixtures that illuminate large areas from a single source are prohibited.
- The use of decorative wall-mounted sconces or light fixtures is encouraged.

Refer to paragraph XIV – Signage for information regarding illumination of signage elements, if any.

3. Screening

Parking Areas

Where screening is required by development regulations, a combination of elements shall be used including solid walls, berms, and landscaping. The method of screening shall be architecturally compatible with the adjacent building in terms of materials and colors. Trash enclosures, service facilities, and loading areas will be sited away from project entrances and interior circulation drive aisles.

- **Perimeter Public Streets:** All parking areas adjacent to El Mirage Road and Corporate Drive shall be screened from the public right-of-way by a minimum three (3) foot high wall, landscaped berm, or combination. Walls shall not be used for more than 75% of the total parking lot frontage.
- **Interior Public Streets:** All parking areas within the CP District shall be screened from the public right-of-way by a minimum three (3) foot high wall, landscaped berm, or combination. Screen walls shall be integral-color masonry and designed to complement the design of the adjacent buildings.
- **Interior Private Drive Aisles or Streets:** Parking areas within the A-1 District shall not be screened by walls but will be located to the greatest degree possible along the sides or back of buildings to minimize their street-side exposure.
- **Service Areas:** All dock or service areas shall be screened from residential property with masonry walls six (6) feet high. All dock or service areas shall be screened from the public right-of-way with building massing to the greatest degree possible. Where this is not feasible due to truck maneuvering requirements, masonry wall screening shall be provided with landscape elements. The minimum height of screen walls of service areas shall be six (6) feet and up to eight (8) feet as required for buildings in the Business Park area. Screening of loading-docks or other service areas will use quality materials architecturally consistent and compatible with the building materials that complement the design of the adjacent buildings.

Utility and Mechanical Equipment

All roof mounted equipment, satellite dishes and ventilators projecting above the roofline shall be either fully recessed or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

No wall-mounted equipment shall be permitted on the front or street sides of any building. Wall mounted equipment shall be made visually subordinate with architectural features that blend with the design of the main building. Overhead service doors and service equipment shall be screened from public streets with a combination of solid walls or landscape trellis.

Ground mounted electrical or mechanical equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted between any street and building setback line.

Exterior electrical service entrance systems (S.E.S.) and panels shall be screened from the street frontage with doors, landscaping, or a solid wall (with landscaping) built of similar building materials and colors of the main development and equal to or exceeding the height of the S.E.S. panel. These criteria shall be reviewed in context with utility company requirements and approved by Staff.

To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.

Trash Enclosures

All trash or refuse collection areas shall be enclosed by a minimum six (6) foot wall. All gates shall be opaque and designed to complement the building architecture. No refuse collection area shall be permitted between any street and the building setback line. All trash enclosures will meet City of Avondale requirements. Trash enclosures shall not be located closer than 60-feet to residential property lines.

Walls and Fences

Walls shall be designed to complement the site's architecture. Landscaping used in combination with all walls is required. Walls and fences shall be utilized for screening or security purposes to enclose individual parcels.

Along the north property line and any parking areas, adjacent to the current residential district, a 10-ft wide landscape strip, planted with one tree every 20 feet will be provided, along with a 6-foot high masonry wall architecturally compatible with the building materials.

All walls shall be 8x8x16 center-scored, smooth-face masonry block, stained and sealed in earth tone colors, compatible with the building colors. A geometric pattern consisting of architectural block in a special geometric pattern shall be repeated every 150 feet or less. Walls facing the public right-of-way shall meet the minimum theme standards for the "City Standard Wall" in effect at the time of this P.A.D. approval.

4. Parking

Parking shall be provided per the requirements of the Avondale Zoning Ordinance, as amended. The size of all parking spaces, driveways, parking lot islands, and other improvements in the parking areas shall conform to the City of Avondale Zoning Ordinance. For all parking lots directly adjacent and visible to El Mirage Road and Corporate Drive, a minimum of 15% of the total parking lot area shall be landscaped.

Parking canopy shade structures where allowed, shall be setback to comply with building code requirements. The design of the canopies shall be upgraded through the use of fascia skirts or upgraded details compatible with building architecture and columns painted to match the buildings. Canopies shall be cantilever-type.

Special paving treatments shall be provided at site drive-entrances into parking areas from public streets.

IX. Infrastructure

1. Circulation

Primary access to the Property is provided from the I-10 Freeway, south on Avondale Blvd., west on Van Buren Street and then back north on El Mirage Rd. Corporate Drive as proposed will be extended east and culminate in a tee intersection at Avondale Blvd.

Avondale Blvd. and Van Buren Street are designated as major arterial streets; El Mirage Rd. is designated as a collector street and extends north along the west of property as noted above. Corporate Drive is designated as a major collector. The remaining proposed interior streets will be local private streets. The Van Buren and El Mirage intersection is signalized.

A public street will be dedicated through the project to provide access from Corporate Drive to the residential parcels along the north property line. A Master Circulation plan shall be submitted as part of the Master Site Plan.

2. Utilities

All utilities will be developed with the roadway and site improvements phase and placed underground. As part of the Phase I development, water and sewer lines will be extended along Corporate Drive to serve the properties to the east. All internal water and sewer lines shall be private. A master utility phasing plan shall be submitted as part of the Master Site Plan.

SRP to provide electric service; Qwest to provide telephone service;

3. Grading and Drainage

The Property will be responsible to provide onsite storage for runoff from a 100-year 2-hour storm event through the use of shared retention. The Property will also be responsible for collecting adjacent half-street runoffs.

Retention basins shall be designed and contoured to assume a natural appearance and to be integral part of the landscape. Retention basins shall be designed to meet the requirements of the Avondale Zoning Ordinance, as amended.

4. Maintenance

The property owner(s) will provide maintenance of the proposed individual parcels in a manner that provides a neatly trimmed, cultivated and litter free site, including any contiguous landscape areas up to the back of the public sidewalk and any landscape areas within the right of way between the public walk and street edge. Codes, Covenants & Restrictions that address the maintenance responsibility will be recorded with regard to final plat approval.

X. Landscaping

The goal of the landscape design will be to create a comfortably scaled development with tree lined streets and public spaces, provide a reflection of the architectural character, height and density of the buildings, and enhance the environment with color and plant variety. In addition to the following requirements, all landscaping shall meet the minimum requirements set forth in the City of Avondale Zoning Ordinance, as amended.

Individual parcel landscaping will enhance and acknowledge each site while complementing and unifying the overall development. All streets will be lined with a street theme tree with accent trees at various locations.

All plant materials shall be automatically irrigated with a 100% automatic, low volume drip emitter system. Irrigation run times shall be seasonally adjusted to maximize water use efficiency. The system shall be zoned for specific water use requirements, with all tree and shrub valve zones being controlled separately.

Plant materials were selected with consideration given to low water use, visual screening, air quality, shading and long term maintenance. Plants were selected from the Arizona Department of Water Resource Low Water plant list. A proposed plant palette list is provided as Figure 5.

A combination of trees and groupings of large shrubs shall be planted adjacent to structures at the front, side and rear elevations to accomplish the following:

- Accentuate the building design and highlight building entrances;
- Provide solar protection of glazed surfaces.
- Minimize the impact of large wall surfaces and;
- Provide a buffer between building and parking areas.

All plant materials shall be properly pruned to allow the plant to attain their natural shape and form. The irrigation system will be maintained to optimize water efficiency. Use of fertilizers shall be prudent to avoid excessive plant growth, thus reducing water need and unnecessary pruning.

All planting areas shall receive top-dressing of 3/4 -inch select decomposed granite as approved for the project development. Color and size of the materials shall be compatible with overall development design criteria.

Retention areas adjacent to the right-of-way shall be landscaped. If retaining walls in retention basins are necessary, they shall utilize the same materials as the building wall elements.

A preliminary landscape plan will be submitted with the Master Site Plan.

XI. Open Space

Useable open space shall be provided in the form of outdoor sitting areas, pedestrian refuge areas, bench seating areas, featured landscaped areas, walkways and paths. These open space areas shall be included on individual site plans as appropriate to project use. The separation of uses is required through placement of planters, street furniture, landscaping, different paving textures, and subtle changes in the ground plane.

XII. Site Design

Building placement will cluster groups of buildings in a manner that orients building entrances toward the street-side frontage and utilizes building mass to screen dock doors and service yard areas. Buildings are encouraged to be located at or near the front setback line or create a significant visual presence to the street and minimize the appearance of "parking lots" from the street.

While this development has similar uses but is lower in height than the adjacent RDB Commerce Center to the west, additional emphasis will be made on building elevations within the Industrial District facing the freeway, with consideration of the adjacent residential district

between this Project and the freeway. The four-sided approach to design, described below, will focus on minimizing the appearance of service doors and equipment at grade level with screenwalls, adding glass window elements to provide the appearance of a more “office-like” look within the industrial development, and continue the varied material and color articulation on all four sides of each building.

XIII. Architectural Design

The provisions of this section seek to propose attractive, “four-sided” applications of quality architectural materials, which establish a consistent theme with an emphasis on a corporate office and industrial park vernacular. Because this project is of a “speculative” nature, comprised of multiple tenants, the design of each building within the development will require Staff approval before tenants are identified. Overall building massing and articulation will be consistent through the use of common materials and colors while allowing some variation at tenant entries to provide individual identity consistent with their individual use and purpose.

All buildings within each phase will share a common unifying architectural style. A “contemporary southwest” style is proposed attractive to industrial and corporate business tenants. A materials board and with colors proposed shall be submitted at the time of Final Development Plan review.

The desirable architectural design elements proposed for these buildings include:

- Building modulation, wall plane indentations and architectural fenestration details;
- Color and texture modulation of materials on all four sides, but not strongly contrasting;
- Building and landscape accent lighting;
- Building entry accentuation.

Final building design, materials and colors shall be defined with the Master Site Plan submittal and will require City Council approval. Included in Figure 6 are representative images of the proposed building architectural styles for both the Industrial Park District and Business Park District.

1. Building Massing

The visual impact of a building depends not only on its size, but also on the relationship between its length, width and height. Also, such features as prominent entries, windows, color and materials are factors in the visual impression of a building.

Building wall articulation is required on the buildings with appropriate details and elements to help create pedestrian scale and a sense of quality. Reduction of building mass may be achieved by using a combination of the following techniques:

- Variation in the parapet wall lines;
- Use of protected and recessed entries with canopy fenestration elements;
- Use of vertical elements on or in front of expansive blank walls;
- Use of pronounced wall plane offsets and projections;
- Inclusion of windows on elevations facing streets and pedestrian areas.

2. Roofs

Variations in parapet rooflines, and other significant roof or canopy forms shall be used to reduce the scale of commercial and industrial buildings. Parapets for concealing flat roofs and mechanical equipment shall vary in height.

3. Elevations / Walls

Particular attention to detail shall be given to all sides of buildings so that the main architectural theme/style is articulated on all four sides. Materials shall be carried from the main elevation throughout the entire design of the building.

Proposed Exterior Wall Material: Concrete materials such as: synthetic stone, painted concrete tilt-panels, concrete masonry units (scored and split-faced) with surfaces painted, stained or integral-color exposed aggregate and shall have architectural relief; stucco, synthetic stucco or plaster systems provided with smooth or sand finishes. Glazing shall be low-reflectance glass with dark bronze or black anodized framing.

Prescriptive minimum combinations of materials are not indicative of quality architectural design, but at least three concrete materials will be used on each building comprising, on average, 80% of the wall area with glass and door openings and steel fenestration comprising the remaining exterior wall area.

Exterior Fenestration Materials: Exposed steel shapes with perforated steel shade elements painted in darker subdued colors that provide contrast and accentuate entries, while providing solar protection at glazed openings. No "rusted" steel elements are proposed.

Proposed Exterior Wall Colors: All exterior walls shall be painted, stained, or be integrally colored in non-reflective, neutral desert earth tones. Accent colors found in the native desert palette are encouraged to provide design interest and diversity.

Materials and Colors Not Permitted: Wood, unfinished plain concrete or concrete block, corrugated metal and pre-engineered metal sided buildings, bright primary colors such as green, yellow, orange, red, blue, purple and the like (unless specifically approved for corporate logo use, as limited accents).

4. Entrances

All buildings shall have clearly defined customer entrance(s) incorporating elements such as:

- Extensive use of recessed glass openings;
- Projected canopies or overhangs;
- Accent lighting for identification and security.

5. Environmental Quality

To the greatest degree possible and consistent with the uses to be developed, the Project will strive to meet the environmental guidelines of the USGBC "Basic" LEED rating wherever practical. This commitment will include the following minimum sustainable practices:

- Use of low water consumption plumbing fixtures and or dual flush;
- Utilize recycled building materials such as; steel, miscellaneous metals, ceiling tile and insulation, composite wood products, gypsum wallboard, fly-ash in the concrete mix and aggregates for asphalt paving.
- Minimize and orient building openings and windows to reduce solar-gain and heat loss.
- Utilize energy efficient lighting and mechanical equipment.
- Stimulate the economy by procuring building materials regionally within 500 miles of project site.
- Paints, coatings, adhesives, sealants, and floor coverings that are low Volatile Organic Compound (VOC) emitting will be used to help create a more "livable" work environment through enhanced indoor air quality.

- Reject solar heat gain of the building and surrounding footprint with the use materials with a high Solar Reflective index (SRI)

XIV. Signage

1. Theme and Image

A comprehensive sign program shall be submitted for review to the City of Avondale at the time of Master Site Plan application. All signage shall comply with the signage requirements of the Zoning Ordinance, as amended.

Avondale Crossing will be developed with an awareness of the surrounding community. Design for all signage elements in the hierarchy of the project will be developed for compatibility with, and accentuating architectural elements. This will include forms, massing, colors, materials and finishes that complement—not copy the architecture.

2. Freestanding Business Park Identification Sign

Primary identification of the project will be established with a freestanding monument sign at the intersection of the two arterial streets; El Mirage Road and Corporate Drive; This Park identification sign will display the name of the development; “Avondale Crossing” only, in non-illuminated letters, and shall reflect a corporate business park theme consistent with the architectural style of the buildings within the P.A.D. development. Components of this sign include:

- Maximum height; not to exceed six (6) feet in height, including base element;
- Maximum sign area; not to exceed sixty (60) square feet (80 s.f. allowed where frontage exists on two arterial streets);
- Accent up-lighting for identification and security; neon or back-lighting is not proposed;
- Location; ten (10) feet inside of property lines, integrated with landscape.
- There will not be any tenant identification on this identification sign.

3. Multi-Tenant Identification Signs

Primary identification of Tenants for the project will be established with two (2) freestanding monument signs; one at the intersection of the to-be-dedicated north-bound public street and Corporate Drive; a second sign on El Mirage at the northernmost private drive entrance to Phase 1. These Tenant identification signs will be spaced approximately 600 feet either direction from the Park identification sign noted above. Tenant signs shall comply with the signage requirements of the Zoning Ordinance. Signs shall reflect a corporate business park theme consistent with the architectural style of the buildings within the P.A.D. development. Components of this sign include:

- Maximum height; not to exceed twelve (12) feet in height, including base element;
- Maximum sign area; not to exceed eighty (80) square feet. The width of the sign base shall be equal to the width of the sign fascia;
- Park Identification; shall be included on each Tenant identification sign;
- Tenant Identification; a maximum of ten (10) Tenants shall be listed, in 6” high non-illuminated letters;
- Accent up-lighting for identification and security; neon or back-lighting is not proposed;

4. Building Signage

A. General Wall Signage

Tenant identification will be based on the type of use and their location within the Project. Clear identification of the individual businesses will be a key component to an appropriate wayfinding system. A complete tenant building signage guideline will be developed that ensures quality design, quality construction through any combination of the following types of signage and that which is appropriate for the use:

- Internally illuminated, aluminum pan channel returns and retainers and colored acrylic faces;
- Halo-illuminated, aluminum reverse pan channel graphics/letters;
- Non-illuminated, aluminum reverse pan channel, or dimensional flat cutout graphics/letters;
- Custom, dimensional and integrated cabinets with a minimum of three single graphic planes each, a minimum of one (1) inch in depth.

B. General Size and Area

The overall area and sizes of building signage shall be designed to be proportional with the architecture.

Individual signs shall be permitted individually in accordance with the approved Comprehensive Sign Program. Signage shall be calculated per tenant as follows:

- Using the longest building elevation facing a street for calculation, each tenant shall receive one (1) square foot of signage for each linear foot of tenant building frontage facing that street.
- Each building shall have a maximum of two-hundred and fifty (250) square feet of sign area.
- No illuminated signage shall be placed facing a residential use or district adjacent to the development.

List of Figures

Figure 1.	Vicinity Map
Figure 2.	Legal Description
Figure 3.	General Development Plan
Figure 4.	Avondale General Land Use Plan
Figure 5.	Landscape Palette List
Figure 6.	Representative Images – Business Park

AVONDALE CROSSING

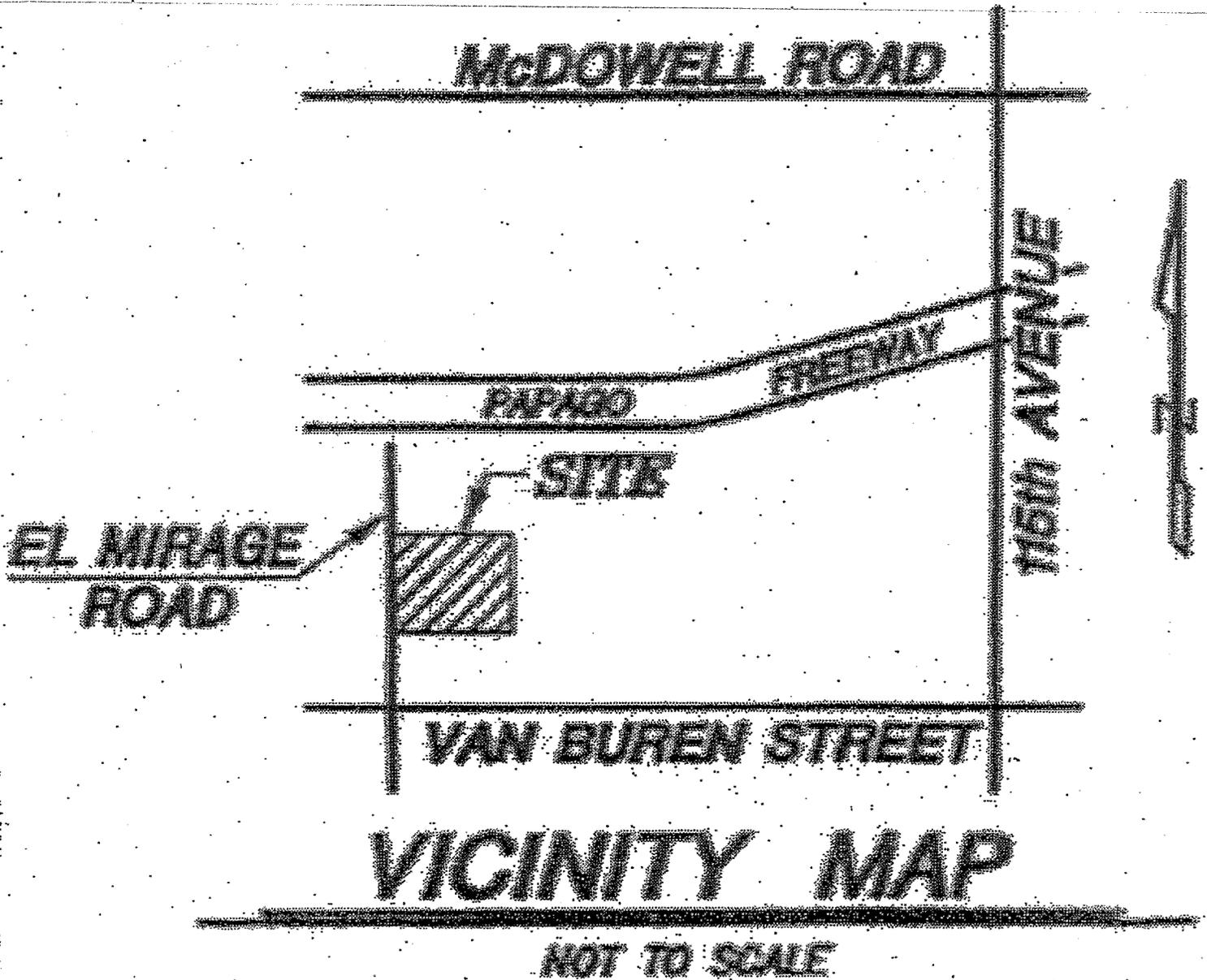


FIGURE 1

LEGAL DESCRIPTION

Parcel No. 1:

The Southwest quarter of the Southwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 1013 feet thereof.

Parcel No. 2:

Lot 4, the Southwest quarter of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section 1, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 100 acres; and

EXCEPT beginning at the Southwest corner of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence North 1876 feet to the Point of Beginning;

Thence East 139 feet;

Thence North 71 feet;

Thence West 139 feet;

Thence South to the Point of Beginning.

Parcel No. 3:

An undivided $\frac{1}{2}$ interest in and to the following:

That part of the Northwest quarter of the Southwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southwest corner of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence North 1876 feet to the Point of Beginning;

Thence East 139 feet;

Thence North 71 feet;

Thence West 139 feet;

Thence South to the Point of Beginning.

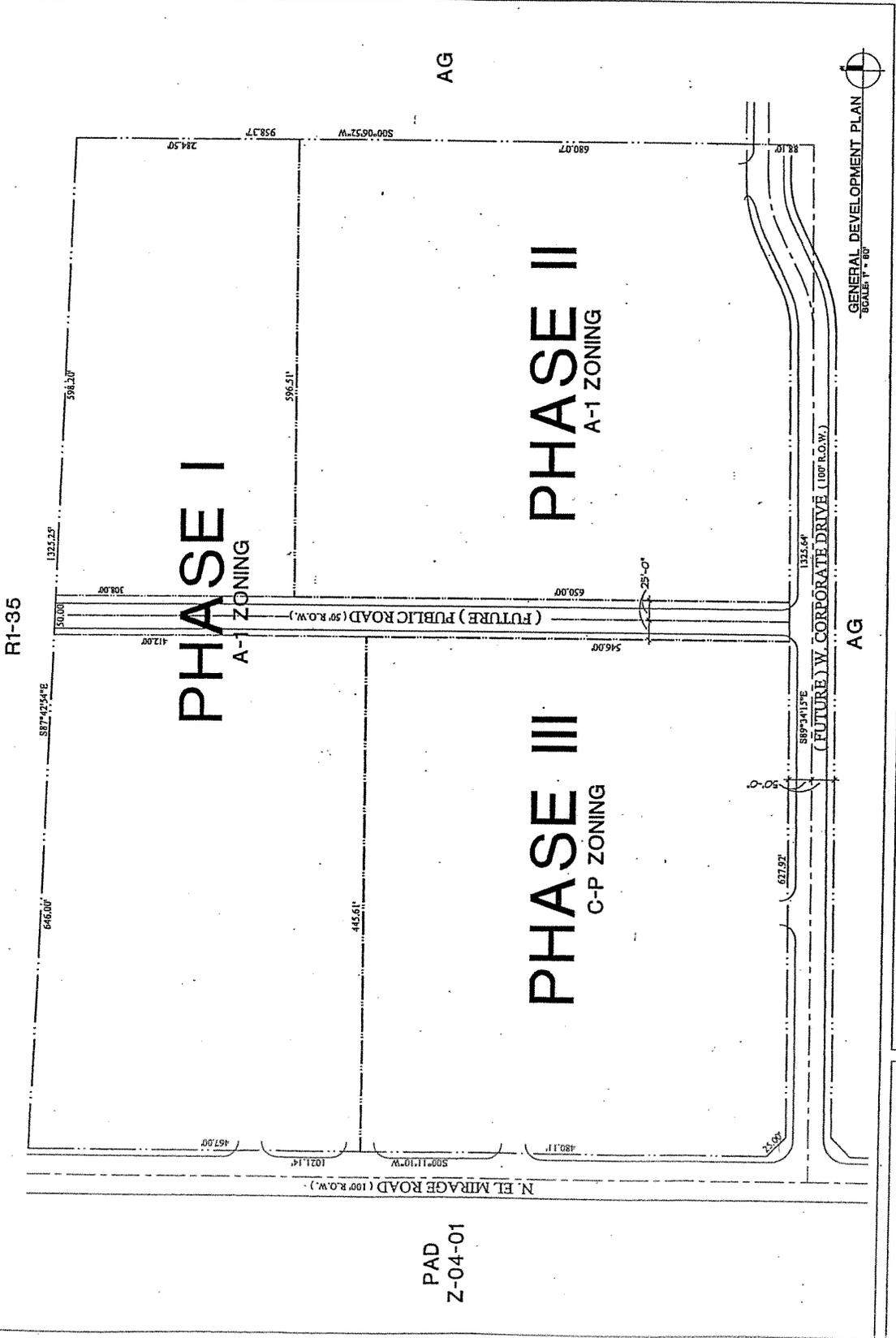
SITE DATA	
OVERALL SITE AREA	30.10 AC
OVERALL NET SITE AREA	29.93 AC
NET SITE AREA (with new R.O.W. dedications)	27.10 AC
PHASE I NET SITE AREA	10.80 AC
PHASE II NET SITE AREA	8.62 AC
PHASE III NET SITE AREA	7.68 AC

PHASING SCHEDULE:
 PHASE I - Open by January 2008
 PHASE II - Open by January 2008
 PHASE III - Open by January 2009

DATE: 11/23/07
 PREPARED BY: BUTLER DESIGN GROUP
 PROJECT: GENERAL DEVELOPMENT PLAN



Butler Design Group
 Architects & Planners
 5655 East Van Buren St.
 Suite 213
 Phoenix, Arizona 85008
 phone 602-957-1500
 fax 602-957-7772

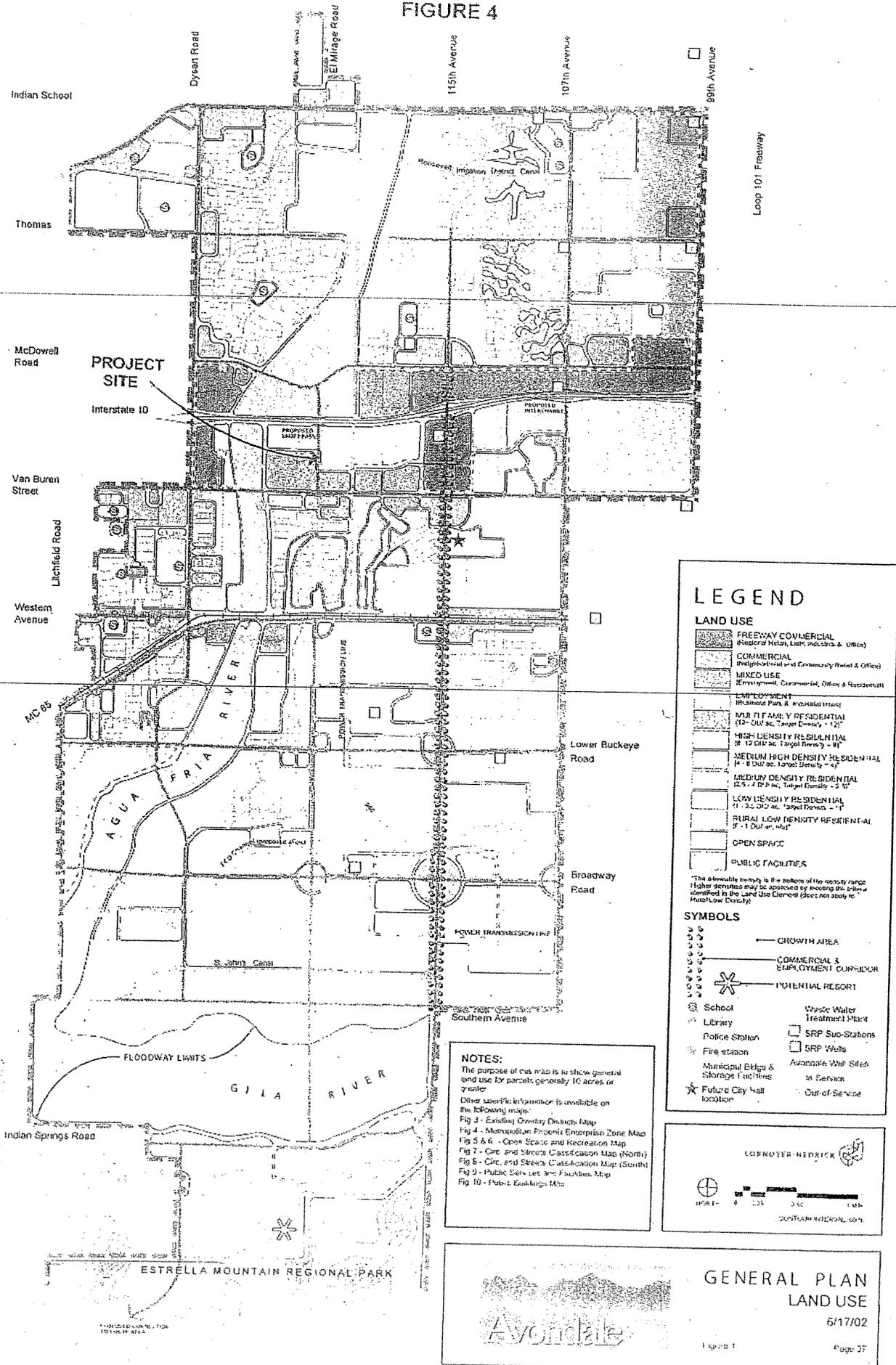


LAPOUR PARTNERS
 REAL ESTATE DEVELOPMENT & INVESTMENT

Avondale Crossing
 NEC El Mirage Road & Roosevelt Street
 Avondale, Arizona

Figure 3

FIGURE 4

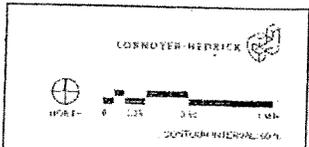


LEGEND

- LAND USE**
- FREEWAY COMMERCIAL (Highway, Light, Medium & Office)
 - COMMERCIAL (Multiple and Community Retail & Office)
 - MIXED USE (Employment, Commercial, Office & Residential)
 - EMPLOYMENT (Business Park & Industrial Area)
 - MEDIUM DENSITY RESIDENTIAL (12 DU/ac, Target Density = 12)
 - HIGH DENSITY RESIDENTIAL (8-12 DU/ac, Target Density = 8)
 - MEDIUM HIGH DENSITY RESIDENTIAL (4-8 DU/ac, Target Density = 4)
 - MEDIUM DENSITY RESIDENTIAL (2.5-4 DU/ac, Target Density = 2.5)
 - LOW DENSITY RESIDENTIAL (1-2.5 DU/ac, Target Density = 1)
 - RURAL LOW DENSITY RESIDENTIAL (1 DU/ac or less)
 - OPEN SPACE
 - PUBLIC FACILITIES
- The allowable density is in the bottom of the density range. Higher densities may be approved by meeting the criteria identified in the Land Use Element. Does not apply to Rural/Low Density.

- SYMBOLS**
- GROWTH AREA
 - COMMERCIAL & EMPLOYMENT CORRIDOR
 - POTENTIAL RESORT
 - School
 - Library
 - Police Station
 - Fire Station
 - Municipal Bldgs & Storage Facilities
 - Future City Hall Location
 - Waste Water Treatment Plant
 - SRP Sub-Stations
 - SRP Wells
 - Avondale Wet Sites in Service
 - Out-of-Service

NOTES:
 The purpose of this map is to show general land use for parcels generally 16 acres or greater. Other specific information is available on the following maps:
 Fig 3 - Existing County Districts Map
 Fig 4 - Metropolitan Phoenix Envisioning Zone Map
 Fig 5 & 6 - Open Space and Recreation Map
 Fig 7 - City and Streets Classification Map (North)
 Fig 8 - City and Streets Classification Map (South)
 Fig 9 - Public Services and Facilities Map
 Fig 10 - Public Facilities Map



Trees

1. Sweet Acacia
2. Catclaw Acacia
3. Weeping Wattle
4. Twisted Acacia
5. Blue Palo Verde
6. Palo Brea
7. Chitalpa
8. Ironwood
9. Texas Ebony
10. Mesquite
11. Chilean Mesquite
12. Honey Mesquite
13. Southern Live Oak
14. Date Palms
15. Desert Museum Palo Verde
16. Shoestring Acacia
17. Evergreen Bird of Paradise
18. Desert Willow
19. Dalbergia Sissoo
20. Cascalote
21. Willow Acacia

Groundcovers

1. Desert Marigold
2. Angelita Daisy
3. Bush Lantana
4. Lantana 'New Gold'
5. Trailing Ice Plant
6. Blackfoot Daisy
7. Gooding Verbena
8. Goldeneye
9. Bush Morning Glory
10. Turf – Hybrid Bermuda, "Midiron"
11. Purple Trailing Lantana
12. "Little Katies" Ruellia
13. Yellow Dots
14. Myoporum
15. Dwarf Trailing Lantana
16. Carissa sp (not in ROW)
17. Bush Morning Glory

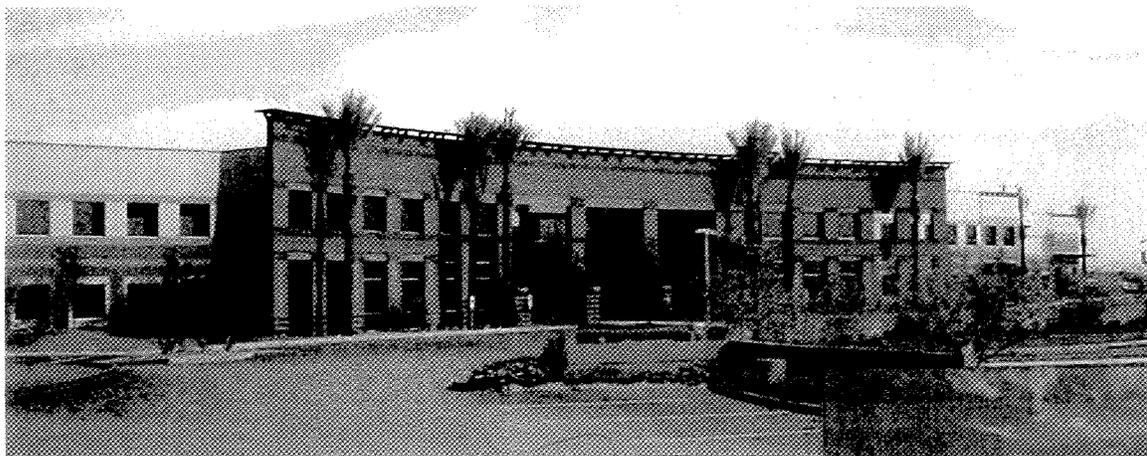
Shrubs

1. Desert Carpet
2. Bursage
3. Desert Milkweed
4. Bush Bougainvillea 'Barbara Karst'
5. Shrubby Senna
6. Mexican Bird of Paradise
7. Red Bird of Paradise
8. Yellow Bird of Paradise
9. Deer Grass
10. Nashville Grass
11. Brittle Bush
12. Turpentine Bush
13. Desert Lavender
14. Chuparosa
15. Regal Mist
16. Firecracker Penstemon
17. Desert Penstemon
18. Lady Bank's Rose
19. Mexican Barrio Ruellia
20. Cleveland Sage
21. Jojoba
22. Globe Mallow
23. Ruellia Species
24. Green Cloud Sage
25. Chihuahuan Sage
26. Salvia Species
27. Valentine Bush
28. Paper Flower
29. Petite Pink Oleander

Accents

1. Century Plant
2. Octopus Agave
3. Gentry's Agave
4. Weber's Agave
5. Saguaro Cactus
6. Peruvian Apple
7. Desert Spoon
8. Fishhook Barrel
9. Ocotillo
10. Giant Hesperaloe
11. Red Yucca
12. Tree Bear Grass
13. Bear Grass
14. *Opuntia* sp. (Cactus varieties)
15. Golden Barrel
16. Toothless Desert Spoon
17. Agave sp. (variety)
18. Twisted Yucca
19. Agave Sp.

BUSINESS PARK



* CONTRAST IN COLOR & MATERIAL TO CREATE VISUAL INTEREST

* DETAIL AT TOP OF WALL FOR ADDITIONAL IDENTITY



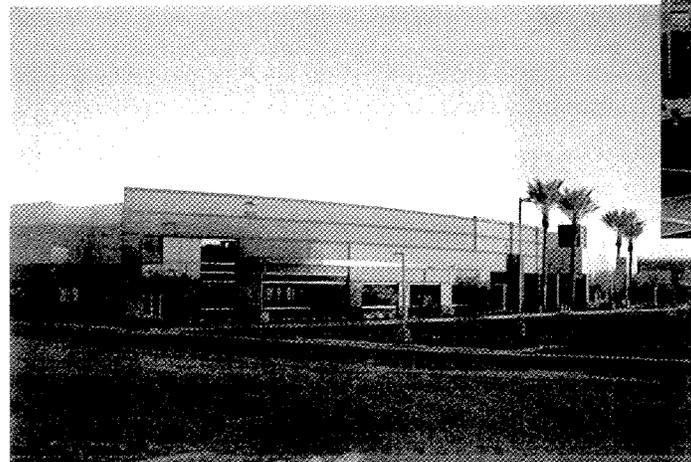
* STRONG, BOLD FORMS



* LANDSCAPING TO COMPLIMENT ARCHITECTURE



* DESERT BASED COLOR PALETTE
* VARIATIONS IN TEXTURE
* SURFACE ARTICULATION



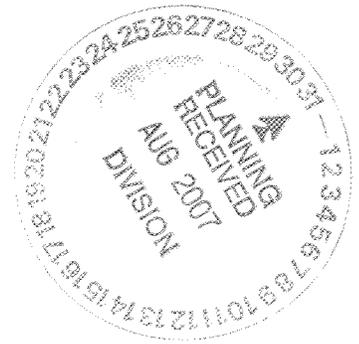
REPRESENTATIVE IMAGES

Figure 6



Butler Design Group, Inc.
architects & planners

LAPOUR



John Vater
 Planner 1
 City of Avondale
 11465 West Civic Center Drive
 Avondale, AZ 85323

Re: Avondale Crossing Neighborhood Meeting summary

Dear Mr. Vater:

Four people were in attendance at the Avondale Crossing Neighborhood Meeting that took place at 6 pm, August 29, 2007. Two of the adjoining property owners were there as well as two representatives of LaPour. LaPour explained that the meeting was being re-held due to a signage technicality with the previous meeting. The only question the neighboring property owners had for LaPour was if there had been any planning changes made since the prior neighborhood meeting held July 2, 2007. They were assured that there had been no changes, and the meeting was adjourned.

Sincerely,

Lezlie Mayers
 Assistant Project Manager

commercial
 hospitality
 development
 asset management

Excerpt of the Draft Minutes of the regular Planning Commission meeting held September 20, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Lisa Copeland, Commissioner
David Iwanski, Commissioner
Edward Meringer, Vice Chair
Michael Alcorn, Commissioner
Alan Lageschulte, Chairman

COMMISSIONER ABSENT

Kevin Grimsley, Commissioner (Excused)

CITY STAFF PRESENT

Eric Morgan, Planner II, Development Services
John Vater, Planner, Development Services
Ken Galica, Planner II, Development Services
Scott Wilken, Senior Planner
Brian Berndt, Development Services Director
Tracy Stevens, Planning Manager

APPLICATION NO. Z-07-2

APPLICANT: Mr. Jim Colegrove, Lapour Partners
5525 South Decatur Boulevard, Suite 101
Las Vegas, Nevada 89119

REQUEST: This is a request to rezone approximately 29 acres from AG (Agricultural) to PAD (Planned Area Development) to allow for the development of a commerce park. Staff Contact: John Vater 623-333-4014.

John Vater, Planner, Development Services, described the zoning of the subject property and surrounding properties and the vehicular access for the Planning Commission. He stated the subject property is designated as Employment in the General Plan, which is intended for general office, enclosed industrial and commercial retail, and the subject property is in the Freeway Corridor Specific Plan area. He advised the Commission that the applicant is proposing a three-phased project, with Phase I and II proposed as light industrial uses, and Phase II with commerce park uses. He stated Phase I would occupy the northern third of the site east of El Mirage Road, Phase II will occupy the southeast portion of the site north of the future West Corporate Drive, and Phase III will occupy the southwest portion of the site bounded by the intersections of El Mirage Road and West Corporate Drive. He added that the applicant will build and dedicate a public road north from West Corporate Drive through the center of the site to provide access to the residentially zoned property on the northern boundary.

EXHIBIT G

Mr. Vater stated that the proposed uses are consistent with the commerce park and general industrial zoning districts and are complimentary to the PAD abutting to the west, and while the Zoning Ordinance allows up to 10% of a tenant space to be used for retail purposes directly related to the primary industrial use, the applicant is proposing to increase that percentage to 30%. He informed the Planning Commission that Staff feels that further encroachment of retail into Avondale's employment areas will negatively impact efforts to bring higher paying, higher skilled jobs to the City; thus, Staff opposes this increase and has included a stipulation to reduce this amount back to the 10% to achieve consistency with the Zoning Ordinance. He stated that Staff believes that this request for rezoning meets the requirements of the Zoning Ordinance, will result in compatible land use relationships, and will produce the quality of development which is consistent with the desired character of the area, and with Staff's stipulations is consistent with the General Plan and the Freeway Corridor Specific Plan. Mr. Vater informed the Planning Commission that Staff recommends approval with ten stipulations. He added that the applicant's representative, Ms. Heidi Kimzey of Fennemore Craig, was present to answer questions.

Chairperson Lageschulte thanked Mr. Vater for his presentation and invited questions of Staff. Hearing no questions, he invited the applicant to address the Planning Commission.

Heidi Kimzey, 3003 N. Central Ave., Phoenix, AZ, stated LaPour Partners, the developers of the site, own and manage over one million square feet of commercial and light industrial properties in California, Nevada, and Arizona, and will own and manage this site. She pointed out this site PAD includes several stringent design and development standards, as well as generous landscaping standards. Ms. Kimzey informed the Commission that the request for additional retail space was driven by the modern market demand for wide aisles and larger stores. She reiterated that the plan conforms to the General Plan and the Freeway Corridor Specific Plan and has Staff's recommendation for approval. Ms. Kimzey offered to answer any questions.

Chairperson Lageschulte invited questions for the applicant. Chairperson Lageschulte stated that on the northern end of the property two houses were being built, and inquired were more houses going to be built. Ms. Kimzey replied she did not know and she believed those two houses were to the south of the property, but given the proximity to the freeway, she would guess it would not be a good site for additional residential uses.

Chairperson Lageschulte invited further questions for the applicant.

Commissioner Alcorn asked if the appearance shown in the pictures given to the Commission was the look the applicant would be going for. Ms. Kimzey stated those were pictures of developments the applicant has completed to give the Commission an idea of the type of work that LaPour Partners does. Commissioner Alcorn stated any of the designs would be fine for that location, and added the Commission was looking for diversity and color, and some of the designs were quite striking and would be appreciated.

Chairperson Lageschulte, hearing no more questions, thanked Ms. Kimzey, and opened the item for public hearing. There were no requests to speak. He invited further questions for Staff or the applicant, and hearing none, asked for a motion.

EXHIBIT G

Commissioner Copeland moved that the Planning Commission accept the findings and the recommendation of approval for rezoning application Z-07-02 subject to the 10 stipulations recommended by Staff. Commissioner Alcorn seconded the motion.

Chairperson Lageschulte opened the floor for discussion.

Vice Chair Meringer stated his concern was the location of the property, regarding how visible would this property be heading westbound from I-10, and coming eastbound on I-10 how accessible was the property.

Chairperson Lageschulte commented if the site was for light manufacturing, as far as the freeway location, it probably would not matter that much. He stated it was in the General Plan and he believes it is a good project for the area. He suggested, like Commissioner Alcorn stated, if the building designs were going to be like the pictures given to the Commission, he thinks the development will be great for the area and will add diversity.

Mr. Berndt asked if Chairperson Lageschulte would like to add as a stipulation that the architecture be as shown in the presentation. Chairperson Lageschulte confirmed that should be a stipulation, that the developer follow guidelines similar to the pictures in the presentation. Mr. Berndt clarified that was figure No. 6.

Commissioner Copeland stated in the beginning of the presentation it was stated there would be more retail/commercial operations, yet Stipulation No. 10 states retail/commercial operations shall not exceed 10%. Mr. Vater responded that the Zoning Ordinance calls out for only 10% retail usage related to the industrial use, and the applicant is requesting that the Planning Commission increase the retail usage to 30%. He explained that Staff disagrees with that based on the fact that the City is looking to have employment uses in the area that bring in higher paying jobs and more opportunities for employment than retail provides. Commissioner Copeland asked what the applicant had anticipated for the 30% retail.

Ms. Kimzey responded in consideration that this would be commercial that would be tied to the light industrial uses, the applicant might have retail space where they might sell goods and some commercial uses that would support the employment uses such as a Starbuck's for the employees in the area. She reiterated the increase was in light of the fact that people are looking for more luxurious retail spaces to visit. Commissioner Copeland asked in the current facilities the applicant has constructed, what percentage of retail they have. Ms. Kimzey responded they have around 25% retail. Commissioner Copeland asked if Ms. Kimzey could provide a couple of examples of existing retail commercial utilizing that 25%. Ms. Kimzey replied the applicant tends to lease their sites to smaller companies such as someone who makes furniture with a showroom floor, a sandwich shop, and some type of manufacturer with retail space to display what they assemble for sale.

Commissioner Copeland asked if the 10% limitation on retail commercial operations was per retail space or overall. Mr. Vater responded he would like to point out this limitation would not allow places like Starbuck's or Jack-in-The Box. It would allow a pottery maker to have 10% of

EXHIBIT G

gross floor area of the primary industrial use to display and sale the pottery to the general public, and the applicant is requesting 30%. He explained Staff was not talking about stand-alone retail restaurants or coffee shops, only the ability of the tenants to display and sale some of their product.

Chairperson Lageschulte stated he believes the Commission has increased the retail space for other applicants, but he cannot remember if the Commission had changed that with a stipulation or with a Conditional Use Permit (CUP). Mr. Berndt replied that change was done with a CUP. Chairperson Lageschulte stated at the present time the retail commercial operations could be limited to 10%, but if a tenant wanted 30%, they could approach the Planning Commission for an increase. He stated as far as changing the City Ordinance, he felt that should be left alone.

Commissioner Alcorn asked if the regular stipulations were implemented restricting pay day loan operations or sexually-oriented businesses. Mr. Berndt stated those uses were not requested by the applicant, so he did not believe there was a concern there. He stated the requested uses of light industrial and office are typical uses that the Commission has approved on the adjacent properties to the west and other properties of RDB.

Chairperson Lageschulte stated the motion would need to be re-stated to bring in Stipulation No. 11. He invited further discussion, and on hearing none, invited Commissioner Copeland to re-state the motion.

Commissioner Copeland moved that the Planning Commission accept the findings and recommend approval of rezoning application Z-07-2 subject to the 12 stipulations recommended by Staff. Vice Chair Meringer seconded the motion.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Excused
Commissioner Iwanski	Aye

The motion passed unanimously.

ORDINANCE NO. 1273-1007

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 28.3 ACRES LOCATED AT THE NORTHEAST CORNER OF EL MIRAGE ROAD AND WEST CORPORATE DRIVE AS SHOWN IN FILENAME Z-07-2, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, September 20, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on October 15, 2007.

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

SECTION 1. That ± 28.3 acres of real property, generally located at the northeast corner of El Mirage Road and West Corporate Drive as shown in filename Z-07-2 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative for Avondale Crossing dated September 4, 2007.

2. All public improvements, including all half-street improvements on El Mirage Road and West Corporate Drive shall be completed during the first phase of the development. Roadway cross-sections shall be required per Chapter 4 of the Avondale Transportation Plan. Required improvement standards are determined by the City of Avondale Engineering Design Guidelines for Site Development and Infrastructure Development.
3. The proposed development to conform to the Avondale Commercial Design Guidelines. (upon adoption)
4. Full traffic impact analysis reports shall be required at master site plan. Additional comments will be forthcoming based on review and results of traffic study. A full revised Traffic Study will be required at Final Site Plan submittal.
5. Pedestrian-friendly design elements shall be required with the proposed major collector roadways.
6. Additional right-of-way may be required at site plan approval for improvements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer.
7. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
8. An area not less than 5,000 square feet and roughly square in shape shall be provided on the subject property for a municipal well. Said site shall be within 660 feet of the present location of the irrigation well on the subject property. The exact site and dimension shall be determined at final site plan.
9. A master site plan and comprehensive sign program for the development shall be approved by the City Council prior to development. Subsequently, plans and permits may be administratively approved by staff for this development in accordance with the Council approved master site plan and comprehensive sign program.
10. Retail commercial operations directly related to the primary industrial use shall not exceed ten (10) percent of the gross floor area of any single tenant except with a Conditional Use Permit, where up to thirty (30) percent may be allowed.
11. The architectural design and building materials to conform to figure 6 within the approved Avondale Crossing Development Plan dated September 4, 2007.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

Marie Rogers Lopez, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1273-1007

[Map and Legal Description]

See following pages.

NORTHEAST CORNER OF EL MIRAGE ROAD AND WEST CORPORATE DRIVE
LEGAL DESCRIPTION

PARCEL NO. 1:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 1013 FEET THEREOF.

PARCEL NO. 2:

LOT 4, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP
1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 100 ACRES; AND

EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 1
NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA;

THENCE NORTH 1876 FEET TO THE POINT OF BEGINNING;

THENCE EAST 139 FEET;

THENCE NORTH 71 FEET;

THENCE WEST 139 FEET;

THENCE SOUTH TO THE POINT OF BEGINNING.

PARCEL NO. 3:

AN UNDIVIDED 1/2 INTEREST IN AND TO THE FOLLOWING:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 1 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA
COUNTY, ARIZONA;

THENCE NORTH 1876 FEET TO THE POINT OF BEGINNING;

THENCE EAST 139 FEET;

THENCE NORTH 71 FEET;

THENCE WEST 139 FEET;

THENCE SOUTH TO THE POINT OF BEGINNING.

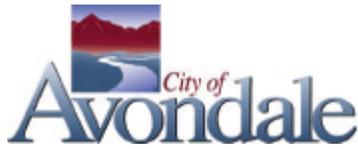


Application Z-07-2



Subject Property





DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance - continuation - Hillcrest
rezoning - Z-06-12

MEETING DATE:
October 15, 2007

TO: Mayor and Council
FROM: Brian Berndt, Development Services Director (623)333-4011
THROUGH: Charlie McClendon, City Manager

REQUEST: Rezoning from AG (Agricultural) and R-5 (Mobile Home Park) to PAD (Planned Area Development)

PARCEL SIZE: Approximately 300 acres

LOCATION: Southwest corner of 107th Avenue and Broadway Road

APPLICANT: Matt Butcher, Evergreen Communities LLC

OWNER: Evergreen Communities LLC

BACKGROUND:

The southeastern portion of the site was annexed in 1984 and is currently zoned R-5. The remainder is currently unincorporated. Upon annexation, this part of the property will be zoned AG.

Staff is currently working with the applicant to create a pre-development agreement that will be finalized prior to annexation. To date, the pre-development agreement has not be completed. Staff anticipates completing the pre-development agreement in October, and bringing the agreement, annexation request, and rezoning request forward for a final decision at the City Council's regularly scheduled meeting on November 5, 2007.

SUMMARY OF REQUEST:

The applicant has proposed a master planned community which includes five different lot sizes, a 16 acre elementary school site, a community park, and a neighborhood commercial shopping center. The site is currently vacant agricultural land. The property is relatively flat throughout.

The residential portion of the PAD is proposed to include four different lot sizes for traditional detached single-family development, as well as a Z-lot style "two-pack" district surrounding the commercial area.

PARTICIPATION:

The applicant invited 240 property owners and other interested parties to a neighborhood meeting held on July 31, 2007 to discuss the proposal. Ten property owners and interested parties attended the meeting. Items discussed included: the effect of the annexation and development on surrounding properties; if the project will include the improvement of Roeser Road; how the proposed lots on the southern portion of the site will be affected by the floodplain (Exhibit E).

The Planning Division has received no letters opposing the proposed rezoning directly from property owners. The applicant has provided 57 signed statements of support from neighboring residents and property owners (see attached memorandum).

A notice was published in the West Valley View on September 4, 2007. The property was posted on September

4, 2007. Notification letters were sent to 240 property owners on September 4, 2007.

A notice was published in the West Valley View on September 28, 2007. The property was posted on September 28, 2007. Notification letters were sent to 240 property owners on September 28, 2007.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on August 16, 2007 and voted 6-0 to recommend **APPROVAL** of this request subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative for the Hillcrest PAD dated September 7, 2007.
2. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
3. A traffic impact study will be required as part of the preliminary plat submittal. Improvements to the conceptual circulation plan shall be made with regards to traffic calming and safe routes to school based on the results of the traffic study, as determined by the City Engineer.
4. Rights-of-way dedication shall be made as part of the final plat. Additional rights-of-way widths may be required at intersections and to accommodate turn lanes and bus stop bays, and based on the results of the traffic study, as determined by the City Engineer.
5. Contribution for up to 25% of the cost of a traffic signal at the intersection of 107th Avenue and Broadway Road, and other traffic signals found warranted or as determined by the traffic impact study, shall be made by the developer, as required by the City Engineer.
6. Half-street improvements to Broadway Road and 107th Avenue shall be required as part of the first phase of development, as required by the City Engineer.
7. A new traffic study for the commercial center shall be submitted concurrent with the master site plan submittal.
8. The house plans shall be in substantial conformance to the style and character of the elevations provided in the PAD narrative.
9. All buildings, including those of franchise users, will be required to conform to the character and materials established by the Development Plan as finalized at the time of Master Site Plan approval for the commercial center.
10. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:
 - a. The proximity of the future commercial uses to the north.
 - b. The location of electrical transmission lines.
 - c. The proximity to existing dairy farms and associated odors.
 - d. The location of PIR (Phoenix International Raceway).
 - e. The proximity to and location of the State Route 801 corridor study area and/or the location of State Route 801.
11. Prior to final plat approval, the applicant shall obtain approval for Salt River Project (SRP) for the use of the transmission line corridor.
12. The community park adjacent to the elementary school site shall not be fenced.

ANALYSIS:

General Plan

The subject property encompasses three different land use designation areas on the General Plan land use map: Low Density Residential (the portion south of Roeser Road and the portion between Broadway Road and Roeser Road east of the 111th Avenue alignment), Medium Density Residential (the portion north of Broadway Road and the portion north of Roeser Road and west of the 111th Avenue alignment), and Commercial (approximately 6 acres at the southwest corner of Broadway Road and 107th Avenue).

The overall density of the development is approximately 2.58 dwelling units per acre. The proposed density of the area designated as Low Density Residential (1-2.5 dwelling units per acre) is 2.49 dwelling units per acre. The proposed density of the area designated as Medium Density Residential (2.5-4.0 dwelling units per acre) is 4 dwelling units per acre.

The General Plan allows for an increase in density above the target density to the high end of the density range based on the inclusion of such things as exceptional design, open space, trails, and the mitigation of public impact on services. Staff believes that this increase above the target density is justified by the design of the proposed PAD.

Residential Areas

The traditional single-family areas are divided into four different lot categories. The development standards for each of the four lot categories are as follows:

Standard	6600 district	7400 district	8400 district	10000 district
Min Lot Area	6,600 SF	7,475 SF	8,400 SF	10,000 SF
Min Lot Width	60'	65'	70'	80'
Min Lot Depth	110'	115'	120'	125'
Max Height	30'	30'	30'	30'
Max Coverage	45%	45%	45%	45%
Front Setback	10', 12', 20'	10', 12', 20'	10', 12', 20'	20'
Min Side Setback	8' & 10'	8' & 10'	8' & 10'	8' & 10'
Total Side Setback	18'	18'	18'	18'
Rear Setback	15'	15'	15'	30'
Street Side Setback	10'	10'	10'	10'

In addition to the above traditional single-family residential lots, the proposed PAD includes an area of z-lot style single-family residents referred to in the PAD as the 2-Pack district. This district includes smaller lots with varying garage setbacks and building setbacks to provide more of a variety of lots within the master plan.

Commercial Area

The PAD also includes a 6 acre commercial site at the southwest corner of 107th Avenue and Broadway Road. The neighborhood commercial center will primarily serve residents in the area with commercial uses appropriate for a center surrounded by primarily single-family residences.

The neighborhood commercial center will be designed to be residential in scale. The architecture of the shopping center will be consistent with the architectural theme established by the PAD.

Compatibility with Surrounding Land Uses

The anticipated overall density of approximately 2.58 dwelling units per acre will be compatible with the surrounding area. Smaller lots are concentrated around the commercial center at the north east corner of the site, with larger lots to the south and west.

The neighborhood commercial center will be designed to be compatible with the surrounding residences. Located at the intersection of two arterial streets, the neighborhood commercial center will have adequate access for ingress and egress.

Site Circulation

The development is proposed to have secondary accesses for neighborhoods from 107th Avenue and Broadway Road, as well as primary access from new minor collector streets running through the site.

The master plan was designed with future vehicular access in mind. Future connections to properties to the east and west of the portion of Hillcrest north of Broadway Road will be provided as temporary turn-around streets. Connection to the property to the west, and ultimately to Avondale Boulevard, have also been included to ensure that future development is able to cohesively work with the proposed master plan.

Water Rights

The developer will be required to convey the water rights associated with this property to the City of Avondale. This is a standard rezoning requirement to ensure the City will have an adequate water supply in the future.

Conformance with Zoning Ordinance

The proposed development standards for the traditional single-family residential areas are consistent with the requirements for a residential PAD. The standards are most similar to the R1-6 and R1-8 zoning districts, with some variations to provide a more appropriate residential development for the area. These variations include: increased minimum lot size and minimum lot width for the 10,000 district; increased side yard setbacks from those required by the R1-6 and R1-8 zoning districts; increased flexibility for front yard setbacks to allow for a greater variety of housing design. Additionally, architectural standards have been included to require a higher standard of residential architecture.

Section 609.1.f.3 of the Zoning Ordinance allows the City Council to grant deviations from residential design standards for cluster developments for “projects that exceed open space requirements, shows exceptional design and variation, and/or provide exceptional public amenities.” Based on the amount of open space, design requirements, and public amenities proposed for this development, a deviation is warranted to allow for the development standards of the 2-Pack District.

The proposed development standards for the neighborhood commercial center are generally consistent with the requirements for a commercial PAD and the C-1 (Neighborhood Commercial) Zoning District

The PAD addresses permitted and conditional uses. Any use not expressly listed in the PAD is prohibited. The permitted uses will encourage a neighborhood center with compatible uses such as retail sales, financial institutions, sit-down restaurants, and offices.

Elementary School Site

The developer has reached an agreement with the Littleton Elementary School District regarding the 16 acre elementary school site located within the proposed development. As part of this agreement, the developer will rough grade the school site and install off-site improvements. The school district will purchase the school site and improvements for 50% of the appraised value. The remaining 50% will be donated to the school district by the developer.

The developer has also reached an agreement to make a voluntary contribution to the Tolleson Union High School District on a per-lot basis, to help offset the impact of the development on the high school district.

Letters discussing both of these agreements are included within the PAD narrative and development plan as Tab 2.

Architectural Design Guidelines

The PAD requires that five distinct architectural styles will be used for the residential areas. Each architectural style will include three different floor plans with three elevations each. This will result in an increase in the total number of distinct house products and elevations required by the Zoning Ordinance and typically seen in similar residential subdivisions.

Open Space and Trails

The proposed PAD includes 23% of the entire site as open space and trails. This is more than double the amount of open space required by the Zoning Ordinance.

A multi-use trail system has been included throughout the development, to connect residential areas within the development to parks and open space, as well as to connect the community to a regional trail system.

Parks and amenities have been included within the development and have been designed to be no more than a three minute walk from each other. This will provide ample opportunity for residents to utilize the parks and open space throughout the community.

One-acre parks will be included in the central area of each of the neighborhoods within the development. This will increase the opportunity for activity among the residents of the development. Additionally, a 5.59 acre HOA-owned community park will be located adjacent to a new elementary school in the central part of the development. The community park will not be fenced.

FINDINGS:

The proposed rezoning meets the following findings:

- The PAD is in substantial conformance with the City's General Plan.
- The proposed PAD zoning district will result in compatible land use relationships.
- Adequate access and infrastructure will be provided.

RECOMMENDATION:

The City Council should continue application Z-06-12 until the November 5, 2007, City Council meeting in order to allow sufficient time to complete negotiations for the pre-development agreement.

PROPOSED MOTION:

I move that the City Council continue application Z-06-12 to the November 5, 2007, City Council meeting.

ATTACHMENTS:

Click to download

- 📄 [Exhibits A-H](#)
- 📄 [Hillcrest rezoning DRAFT ordinance \(to be replaced with final version\)](#)

FULL SIZE COPIES (Council Only):

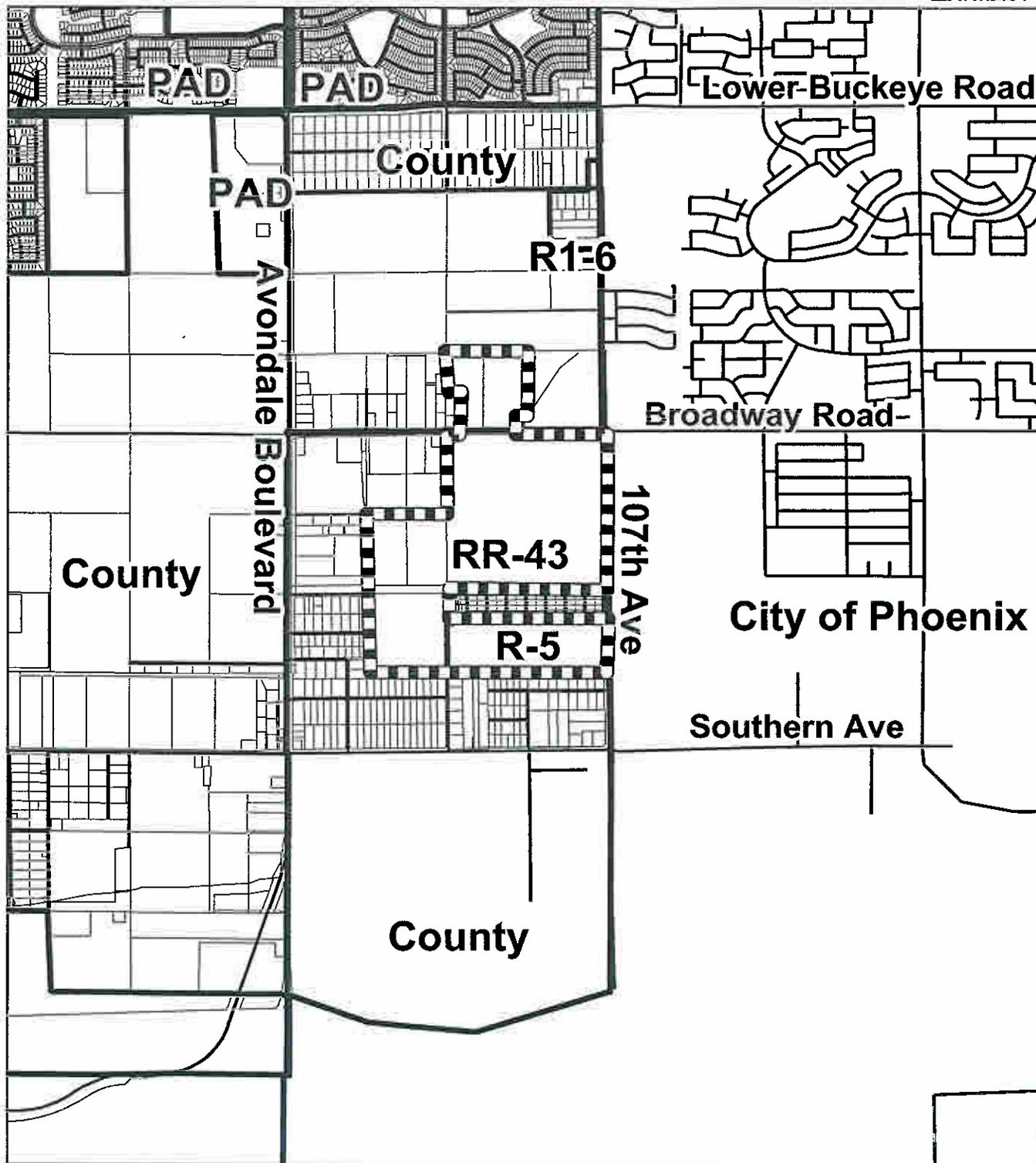
Hillcrest PAD narrative and development plan dated September 7, 2007

PROJECT MANAGER:

Scott Wilken, Senior Planner

Z-06-12 Hillcrest
List of attachments

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photo 2006
- Exhibit C - General Plan Land Use Map
- Exhibit D - Summary of Facts
- Exhibit E - Neighborhood Meeting Summary
- Exhibit F - PAD Conceptual Land Use Plan (8.5" x 11")
- Exhibit G - Neighborhood outreach summary
- Exhibit H - Draft minutes of the Planning Commission meeting of September 20, 2007

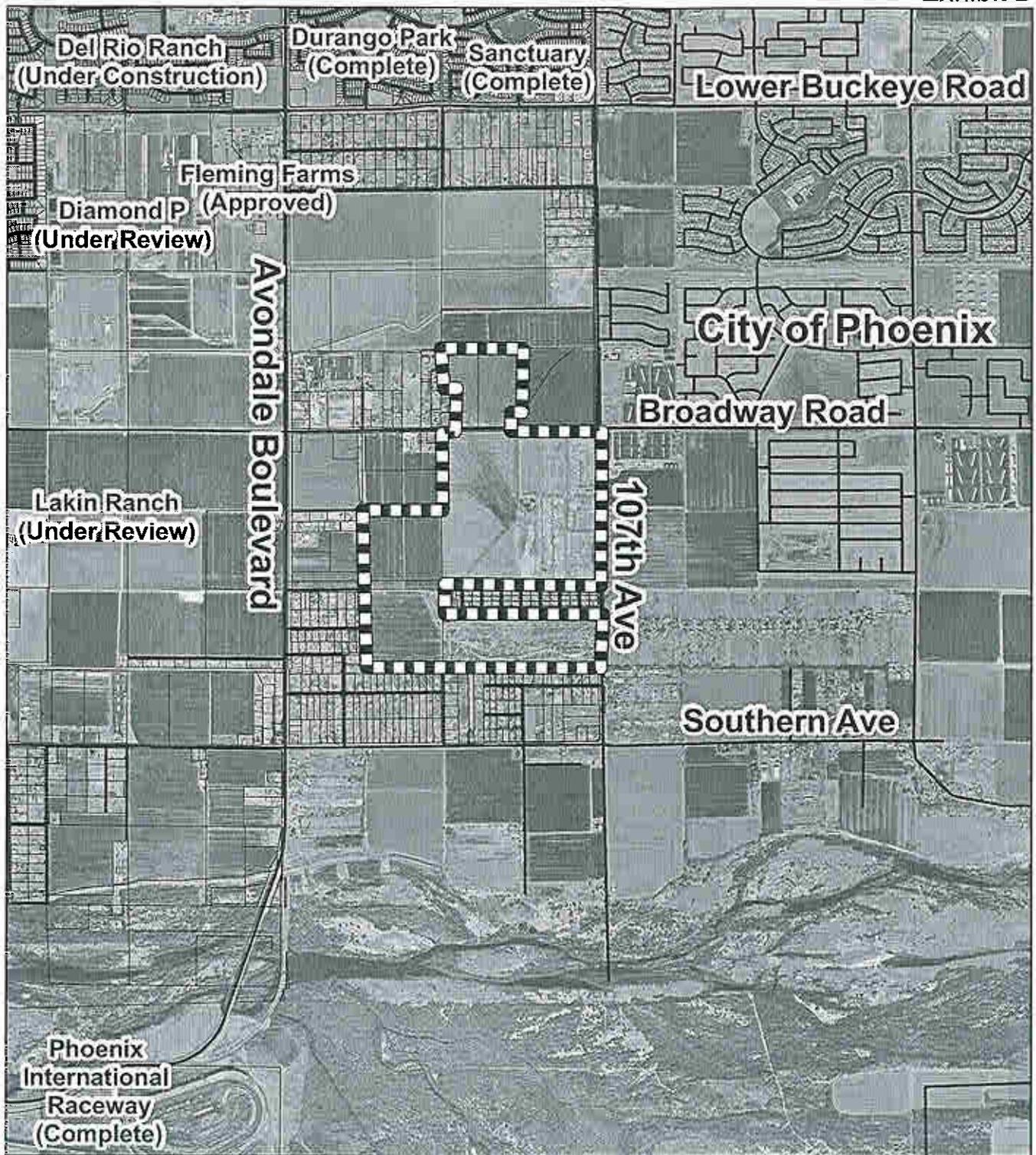


Zoning Vicinity Map Z-06-12



Subject Site



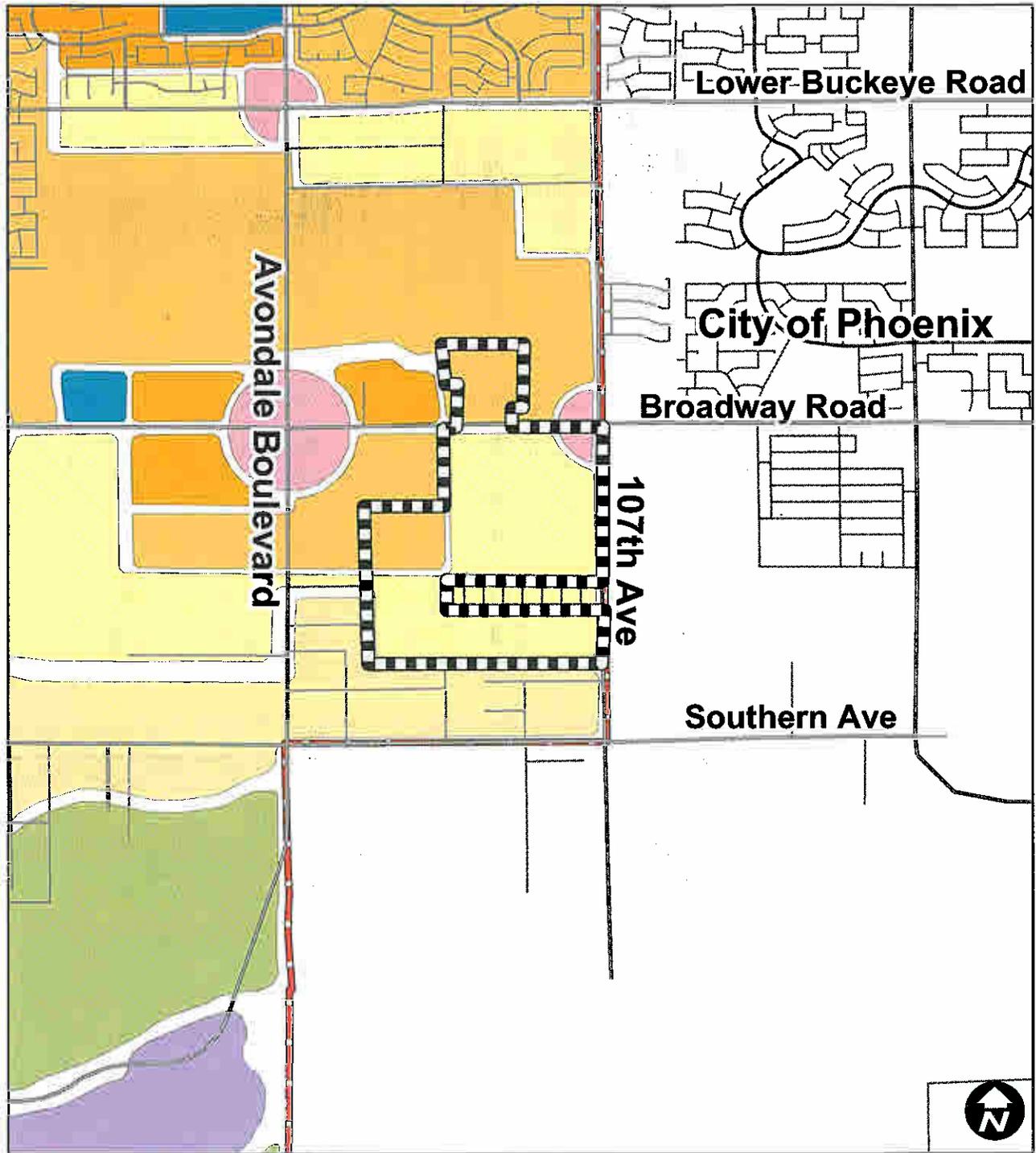


Aerial Photo 2006
Z-06-12



Subject Site





Z-06-12 - General Plan Land Use

- | | |
|---|---|
|  Commercial |  Open Space |
|  Employment |  Public Facilities |
|  Low Density Residential |  Rural Low Density Residential |
|  Medium Density Residential |  Subject Property |
|  Medium High Density Residential |  Avondale Planning Boundary |

*SUMMARY OF RELATED FACTS
APPLICATION Z-06-12*

<i>THE PROPERTY</i>	
PARCEL SIZE	300 Acres
LOCATION	Southwest Corner of 107 th Avenue and Broadway Road
PHYSICAL CHARACTERISTICS	A relatively flat, with frontage on 107 th Avenue and Broadway Road.
EXISTING LAND USE	Agricultural
EXISTING ZONING	RR-43 (Rural Residential) and R-5 (Mobile Home Park)
ZONING HISTORY	Southeastern portion was annexed in 1984 and zoned R-5; the remainder annexed October 1, 2007 and zoned RR-43.
DEVELOPMENT AGREEMENT	There are no development agreements on this property

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	County – Rural-43 Agricultural & Low Density Residential
EAST	County – Rural-43 Agricultural
SOUTH	County – Rural-43 Low Density Residential
WEST	County – Rural-43 Agricultural (Lakin Ranch)

<i>GENERAL PLAN</i>	
The property is designated as Low Density Residential (1 – 2.5 du/ac), Medium Density Residential (2.5 – 4 du/ac), and Commercial (Neighborhood and Community Retail and Office).	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Country Place Elementary
MIDDLE SCHOOL	Underdown Junior High
HIGH SCHOOL	La Joya Community High School

<i>STREETS</i>	
Broadway Road	
Classification	Arterial
Existing half street ROW	40 feet
Standard half street ROW	65 feet
Existing half street improvements	1 travel lane
Standard half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
107th Avenue	
Classification	Arterial
Existing half street ROW	33 feet
Standard half street ROW	65 feet
Existing half street improvements	1 travel lane
Standard half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.

<i>UTILITIES</i>	
<p>There are currently no water lines in Broadway Road or 107th Avenue adjacent to the site. Water lines will be required to be installed by the developer as part of the first phase.</p> <p>There are currently no sewer lines in Broadway Road or 107th Avenue adjacent to the site. Sewer lines will be required to be installed by the developer as part of the first phase.</p>	

**MINUTES OF NEIGHBORHOOD MEETING
EVERGREEN-HILLCREST, L.L.C.
SWC 107TH AVENUE AND BROADWAY ROAD
JULY 31, 2007 @ 6:00 P.M.
AVONDALE CIVIC CENTER – SONORAN ROOM**

On July 31, 2007, representatives from Evergreen–Hillcrest, L.L.C. conducted a neighborhood meeting to inform residents about the proposed project located at the SWC of 107th Avenue and Broadway Road and to answer any questions the neighbors may have. Evergreen-Hillcrest's representatives in attendance included:

Matt Butcher – Evergreen-Hillcrest, L.L.C.
Sara Streeter - Evergreen-Hillcrest, L.L.C.
Robert Rakowski – Choice Zoning Group, L.L.C.

The City of Avondale sent out approximately 240 letters to residents within 500 feet of the subject rezoning site and posted a Neighborhood Meeting Notice on the site. Ten residents attended the meeting (sign-in sheet attached).

After a brief introduction, Matt Butcher gave a presentation on the proposed project, which included:

- *An explanation of the public hearing process**
- *A tentative schedule of public hearing dates**
- *The requested zoning change from R-43 and R-5 to PAD**
- *The reason for the request**
- *A description of the project, including lot sizes, styles, diversity of products, trail system, school site and the commercial portion of the project**
- *An explanation regarding the Avondale General Plan and the projects conformance with it**
- *A discussion on ADOT and the proposed I-10 Reliever**

The residents asked the following questions:

1. Will we be allowed to keep our animals once the project is approved?

Answer – We can't tell you what to do with your property. As long as what you're doing is allowable under the County code then you should not have any problems.

2. Can the City take our property?

Answer – Probably not. I am not an attorney so I can't get into a detailed discussion on eminent domain.

3. Will the annexation only affect your development?

Answer – Yes, the annexation request that we have submitted does not include your property.

4. Will you improve Roeser Road?

Answer – No, we will not be improving Roeser Road as part of our development, primarily because of the APS effluent pipeline that services Palo Verde.

5. Will you tear down or buy all of the homes located south of Roeser and can we sell our property if we want to?

Answer – We will not be purchasing any property located in the ranchets south of Roeser or tearing any of them down. You may sell your property if you wish to regardless of whether or not our project is constructed.

6. The bottom two portions of your development are in the floodplain. How does that affect you?

Answer – The Tres Rios levy will take us out of the floodplain or eliminate most of it. Also, when we grade the site it is likely that this area will be elevated slightly.

At the conclusion of the meeting, seven residents signed a statement of support for the project, and one resident indicated that he will mail in the statement after speaking with his wife.

The meeting concluded at 7:00pm.

SIGN-IN SHEET
 NEIGHBORHOOD MEETING
 EVERGREEN-HILLCREST

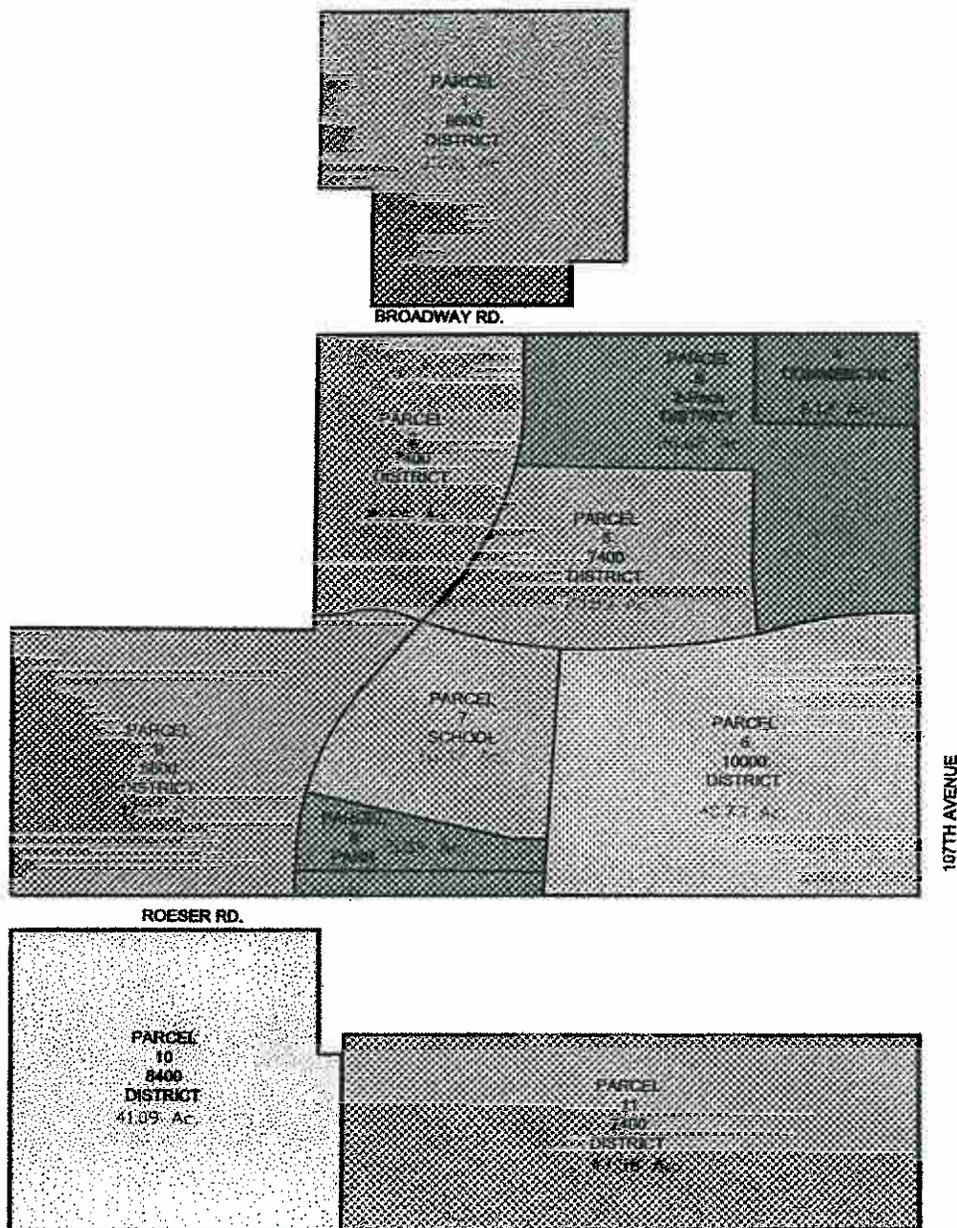
JULY 31, 2007

SWC 107TH AVE AND BROADWAY ROAD

NAME	STREET ADDRESS	CITY	ZIP CODE	TEL #	E-MAIL
George Sanders	11313 Homewood	Tollson	85353	602-936-4388	
Justin Placias	11314 W. Hedges Tollson	Tollson	85353	602-573-7414	
Frank Moordal	11220 Broadway Tollson				
CLIFF MORHEAD					
Dan Sloman	5213 S/10 ave	Tollson	85353	602-717-7159 ^{cell}	
Mike C Sanchez	10738 West Beacon Tollson	Tollson	85353	602-976-6100	MIKPLM1@aol.com
Jo Van Zandt	10921 W. Beacon Tollson	Tollson	85353	602-380-9555	
Jacqueline Remillard	5208 S 110 th Ave	Tollson	85353	760-587-3808	
Antonio Davilla	5212 S 107 th Ave	Tollson	85353	602-204-5259	
George L. Cash	5208 S. 107th Avenue	Tollson	85353	602-202-1577	N/A

LEGEND

-  PUBLIC PARK / OPEN SPACE
-  2-pack DISTRICT
-  6600 DISTRICT
-  7400 DISTRICT
-  8400 DISTRICT
-  10000 DISTRICT
-  COMMUNITY COMMERCIAL
-  SCHOOL



HILLCREST
Exhibit H
 Conceptual Land Use Plan

CHOICE ZONING GROUP, L.L.C.
ZONING & COMMUNITY RELATIONS CONSULTANTS
www.choicezoninggroup.com

16618 S. 41st Street
Phoenix, Arizona 85048
(Office) 480.424.6916
(Fax) 480.424.7880

Robert A. Rakowski
(Mobile) 602.617.7410
(E-mail) choicezoninggroup@cox.net

Neighborhood Outreach Summary
Hillcrest
SWC of 107th Ave and Broadway Road, Avondale, Arizona

This is a summary to date of the neighborhood outreach efforts for the proposed Hillcrest project located at the vicinity of the SWC of 107th Avenue and Broadway Road, Avondale, AZ. The outreach efforts will continue up through the City Council hearing. Additional statements of support and an updated map of area support will be provided at the Planning Commission and City Council hearings, if necessary.

Choice Zoning Group and Evergreen Development have made every effort to speak with the property owners located within a 500' radius of the Hillcrest project site to discuss the proposed project with them and to obtain any feedback that the community may have. This was done by visiting each home a minimum of 3 times and mailing letters to those that were not home or inaccessible. The residents who were not accessible were because of gated properties or un-chained dogs in the yard. Approximately 140 letters were sent out and one negative response was received while four positive responses were received. This response rate is similar to the response we received for the neighborhood meeting.

As a result of the outreach effort, we obtained 57-signed statements of support for the Hillcrest project and 14 verbal accounts of support. Twenty-two (22) residents were undecided about the project or did not care one-way or the other. We also spoke with 7 homeowners who expressed their opposition to the project. These people opposing the project indicated that their position was based on an opposition to any development in the area, regardless of what would be proposed.

Attached to this letter is a representative sample of a signed statement of support for your reference. The 57-signed statements of support have been provided to City staff for their records. Also attached is a color-coded map of the area that was targeted in our efforts, and reflects the location of the 71 people that support this project: the 22 residents who are undecided; and, the 7 residents who are opposed to it.

STATEMENT OF SUPPORT

HILLCREST

(VICINITY SWC 107TH AVENUE AND BROADWAY ROAD, AVONDALE, AZ)

This development is being proposed by Evergreen-Hillcrest, L.L.C. on approximately 333 gross acres (324 net acres) located at the vicinity of the southwest corner of 107th Avenue and Broadway Road. Our request is to entitle the Hillcrest community with a Planned Area Development (PAD) District that will establish the goals of creativity, flexibility, and longevity for the development of this Master Planned Community. The majority of the site is currently zoned Rual-43 with a segment zoned R-5 (Mobile Home Park) in the southern portion.

Hillcrest will accommodate approximately 793 residential units with an average gross density of 2.39 DU/A within various product types and market segments. The site also includes a neighborhood commercial site at the southwest corner of 107th Avenue and Broadway Road. The plan also includes a 5-acre community park, connective trail systems, and an elementary school site.

The project will have a **positive** impact on the surrounding neighborhoods:

- Hillcrest will develop as a quality, sustainable community in the City of Avondale
- Our plan proposes a comprehensive amenity package, including parks and a connective trail system
- Evergreen-Hillcrest, L.L.C. will donate a portion of the land for an elementary school site
- Variation and diversity in housing products, elevation, setbacks, and architectural details will make Hillcrest a community with a unique identity within the City of Avondale
- Lot sizes up to 10,800 square feet, or approximately ¼ acre
- The site will be integrated aesthetically through the cohesive design of the community, including theme walls, entry monumentation, and landscape themeing
- The commercial portion of the plan will provide additional conveniences for surrounding neighbors
- **Hillcrest is consistent with the Avondale General Plan in both land use and intensity**

As a Property Owner/Neighbor/Business in the vicinity of the proposed development located at the southwest corner of 107th Ave and Broadway Road, I have discussed, understand and support this request to rezone the property to PAD to allow for the development of Hillcrest. By my signature below, I endorse the project and site plan as depicted on the back of this form.

NAME (Signature): _____

NAME (Print): _____

ADDRESS: _____

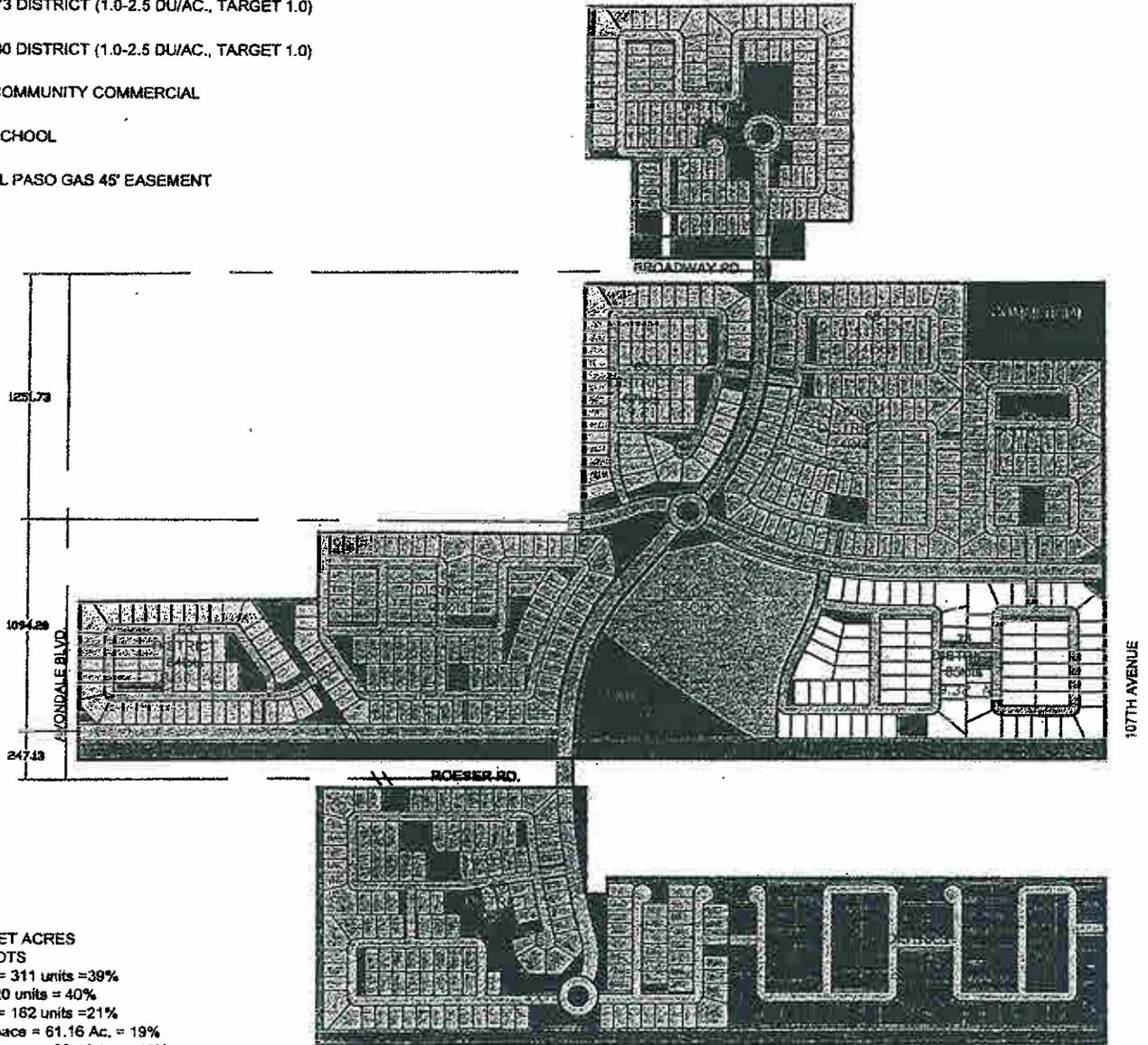
PHONE: _____ DATE: _____

E-MAIL ADDRESS: _____

OWNER: _____ RENTER: _____ BUSINESS: _____

LEGEND

-  PUBLIC PARK / OPEN SPACE
-  60 DISTRICT (2.5-4.0 DU/AC., TARGET 2.5)
-  63 DISTRICT (2.5-4.0 DU/AC., TARGET 2.5)
-  68 DISTRICT (2.5-4.0 DU/AC., TARGET 2.5)
-  73 DISTRICT (1.0-2.5 DU/AC., TARGET 1.0)
-  80 DISTRICT (1.0-2.5 DU/AC., TARGET 1.0)
-  COMMUNITY COMMERCIAL
-  SCHOOL
-  EL PASO GAS 45' EASEMENT



324 TOTAL NET ACRES
 793 TOTAL LOTS
 60/63 District = 311 units = 39%
 68 District = 320 units = 40%
 73/80 District = 162 units = 21%
 Total Open Space = 61.16 Ac. = 19%
 Active Open Space = 39.41 Ac. = 12%

HILLCREST
Exhibit I
Conceptual Lot Plan



MAP OF AREA SUPPORT

HILLCREST



- GREEN** Signed in Support
- BLUE** Verbal Support
- RED** Opposed
- YELLOW** Undecided

Prepared by: Choice Zoning Group

For: Evergreen-Hillcrest, L.L.C.

EXHIBIT H

Excerpt of the Draft Minutes of the regular Planning Commission meeting held September 20, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Lisa Copeland, Commissioner
David Iwanski, Commissioner
Edward Meringer, Vice Chair
Michael Alcorn, Commissioner
Alan Lageschulte, Chairman

COMMISSIONER ABSENT

Kevin Grimsley, Commissioner

CITY STAFF PRESENT

Eric Morgan, Planner II, Development Services
John Vater, Planner, Development Services
Ken Galica, Planner II, Development Services
Scott Wilken, Senior Planner
Brian Berndt, Development Services Director
Tracy Stevens, Planning Manager

APPLICATION

Z-06-12

APPLICANT

Mr. Matt Butcher
Evergreen Communities, LLC
2390 E. Camelback Road, Suite 410
Phoenix, AZ 85016

REQUEST

A request to rezone approximately 300 acres from AG (Agricultural) and R5 (Mobile Home Park) to PAD (Planned Area Development). The property is located at the southwest corner of Broadway Road and 107th Avenue. Staff Contact: Scott Wilken (623) 333-4016.

Scott Wilken, Senior Planner, stated this was a rezoning application for the Hillcrest PAD located at the southwest corner of 107th Avenue and Broadway Road of approximately 300 acres, currently zoned AG and R-5, with the request to rezone to PAD. Mr. Wilken described the site as currently vacant and described the surrounding properties as vacant, agricultural, or large lot residential. He stated the applicant is proposing four traditional single family districts with lot widths of 60, 65, 70 and 80 feet, and lot sizes ranging from 6,600 to 10,000 square feet, as well as a Z-lot style, two-pack district surrounding a

commercial area. In addition, he described a 16 acre elementary school site and a 5 acre community park. Mr. Wilken stated five distinct architectural styles are proposed for the residential areas, each with three floor plans and three elevations, providing a minimum of 45 distinct house products throughout the development, and described the overall density for the development to be around 2.5 dwelling units per acre. He described the site circulation for the Commission, and 23% of the entire site as open space, more than double the requirement, including a 10' wide multi-use trail along the Power Line Corridor and an 8' wide trail on the south side of the development, as well as pocket parks included in the central area of each of the neighborhoods within the development. Mr. Wilken summarized, stating Staff believes that the proposed PAD meets the objectives of the General Plan, will result in compatible land use relationships, and will ensure a quality development. He stated Staff recommends approval subject to 12 stipulations. Mr. Wilken invited questions and stated the applicant was present.

Chairperson Lageschulte invited questions for Staff.

Commissioner Copeland remarked that she sees a school in the plans, but does not see what the developer is doing for the school. Mr. Wilken informed the Planning Commission that the applicant has come to an agreement with Littleton Elementary School and the Tolleson Union High School Districts, and the school site will be reserved for an elementary school for Littleton and the applicant will be rough grading the site and will construct and stub out utilities for the site, so when the school district is ready, all they will have to do is build the school and no other site work will be required. In addition, he stated the school district will be purchasing the property at 50% of the appraised value rather than the full amount. He added there were letters in the back of the PAD document from both school districts regarding the agreements they have come to and indicating they are in support of the project.

Commissioner Alcorn stated that in the 6,600, 7,400, and 8,400 districts, all the front setbacks are wrong, as they are too small. He stated the Planning Commission had discussed this in the last meeting and asked why the setbacks were being cut by 3 to 5 feet in some of the areas. He stated this was something he did not like and stacking people on top of one another was not conducive to people being nice to each other. Mr. Wilken responded that the applicant could go into more detail about that, and clarified at the last meeting the discussion was about side yard setbacks, and front yard setbacks he does not believe were mentioned, but if the Commission wants the Staff to change the front yard setbacks, Staff can look into that.

Vice Chair Meringer asked how close this property was to the proposed reliever freeway. Mr. Wilken stated the applicant could go into more detail on that, but he could state that one of the two alignments ADOT is studying goes through the property, and the cities of Avondale, Phoenix, Goodyear, Tolleson and Litchfield Park have all gone on record as opposing the northern alignment that goes through this property. He stated Staff is proceeding with that and agrees with City Council that the northern alignment would

eliminate a quality development like this and eliminate Lakin Ranch which was before the Planning Commission several months ago. Mr. Wilken stated the best course of action right now as ADOT has not made the decision, is to move forward. He stated he understood that if this project is approved by City Council and the northern alignment is chosen, then this project will stop and Staff and the applicant will figure out what will need to happen on this property, as there would be no way the City would allow houses or schools or anything to be built where they know for sure will be a freeway.

Commissioner Copeland asked what happens if, in the traditional mode of ADOT, this project is completed and then ADOT decides the freeway is going through the property. She asked is the applicant required to put in CC&Rs or any kind of notification to a potential buyer that there is a possibility of a freeway coming through. She cautioned buyers could come in from other states and not be aware of this possibility. Mr. Wilken stated ADOT's time table plans for a decision being made are long before the preliminary plat comes before the Planning Commission. He reiterated that if ADOT goes with the northern alignment, Staff will go back with the applicant and figure out what needs to be on the property and the current project will not happen. Mr. Wilken continued, stating that if ADOT for whatever reason delays in making their decision and the project goes forward, there is a Stipulation No. 10 requiring potential home buyers to be informed by CC&R of certain circumstances and Staff could add an additional CC&R. He explained if the southern alignment is chosen, it would be 1-2 miles from the property and would not have as much effect.

Chairperson Lageschulte asked if the Planning Commission goes through with this project while Avondale, Goodyear and Phoenix have been involved in trying to get the alignment down by the river, does Mr. Wilken think this would send a message to ADOT that they should put the alignment by the river. Mr. Wilken responded he could not state exactly what ADOT would do, but to date the City Councils of Phoenix, Goodyear, Tolleson, and Litchfield Park have said they support the southern alignment, and the Avondale City Council is calling out types of developments that can go if the northern alignment is not chosen. He stated right now none of those developments have been before City Council for a decision and he cannot say for sure what effect that would have, but he would guess that having this project approved by Avondale would have a much greater effect than just having a project the City is talking about or reviewing, but he could not say if it would sway ADOT. Chairperson Lageschulte stated the paperwork he has states ADOT is hoping to have something by fall of 2007 and asked if that was what Mr. Wilken has heard as well. Mr. Wilken confirmed he has not heard that, but rather three or four weeks ago he heard ADOT wants to have a decision made by the summer of 2007. He stated Staff's preference was to move forward with this project and keep moving forward with Lakin, and if ADOT makes their decision before those projects are approved, then they will return to the drawing board. He noted they are hoping ADOT will follow the recommendation of the West Valley cities.

Commissioner Alcorn stated he would like to request again that the Planning and Zoning Commission ask the Staff to please ask the City Council to draft a letter to ADOT stating that Avondale is trying its best to grow our city and ADOT is putting the brakes on that, and Avondale has several projects that really cannot or really should not go anywhere because ADOT is not doing its job because they are taking too long. He stated he was born and raised here and the I-17 was built a lot faster than this, and if it takes a letter every two weeks from Avondale and the other cities, then that is something Avondale should do. Mr. Wilken stated he believes Avondale City Council and the other city councils have passed resolutions which may have stronger support than a letter, and in addition, the City is meeting even more frequently than suggested, and the representatives of ADOT and David Fitzhugh, Assistant City Manager, have been meeting with them and the applicant has met with them much more frequently than writing a letter every two weeks. Commissioner Alcorn asked Mr. Wilken to tell Mr. Fitzhugh that he has the Planning Commission's full support.

Commissioner Copeland asked if the Planning Commission could be kept up to date and informed perhaps once a quarter on this project because the agenda every month is quite full and sometimes they lose track. Mr. Wilken stated he would keep the Planning Commission informed.

Chairperson Lageschulte invited further questions for Staff, and hearing none, invited the applicant to address the Commission.

Ed Bull, 702 E. Osborn, Phoenix, AZ, Evergreen Communities, thanked Staff for their recommendation for approval and stated they accept Staff's 12 stipulations, including modifying Stipulation 10 to add 10e, which would call for disclosure of the proximity of the proposed 801, hoping that the 801 will take the southern alignment in accordance with the City Council's resolution. Mr. Bull showed the Commission slides of the project, stating Hillcrest would be a Planned Area Development of a high quality, sustainable master plan that incorporates a number of features including residential and commercial land uses, a school site, and abundant open space and trails. He reiterated the project will have over twice as much open space as the City requires. He pointed out the tremendous amount of residential diversity through multiple lot sizes, multiple floor plans, and multiple architectural styles. Mr. Bull informed the Planning Commission there has been close correspondence and cooperation between Evergreen and both school districts. He relayed that neighborhood outreach had involved not only the usual letters and a neighborhood meeting, but a great deal of door-to-door work. He pointed out that they believe the architectural styles have a lot of character and interest in terms of building form and shapes. Mr. Bull informed the Planning Commission they have 58 signatures in support of the project. He pointed out that they are before the Commission on a Planned Area Development that they believe has its own distinction and a lot of sustainable characteristics in a very Master Plan setting that has a great deal of diversity, centralized open space, a centralized school site, and a great deal of details, resulting in a high quality, sustainable PAD that will be a very proud part of this part of Avondale.

With respect to the 801, he added that if the Planning Commission and the City Council were to approve this PAD, that would be a good message to send to ADOT and they are hoping ADOT will make a decision consistent with the Avondale City Council's resolution. He stated they have copies of the Resolution, which states that the Council very clearly calls for ADOT's approval of the southernmost alignment and clearly states the City Council's opposition to any alignment other than the southernmost alignment. He stated, instinctively and in discussions with other city officials, having a PAD approved in this corridor is a meaningful statement of how the City is going about implementing its General Plan and they think that message is a good one to send to ADOT.

Regarding the front yard setbacks, he informed the Planning Commission they were looking for some opportunity to provide architectural diversity with living area forward versus garage forward, and he would be happy to have Jason Hadley, Planner, describe the street scene they are trying to achieve. He stated they would be happy to take any questions.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Copeland stated last month the Planning Commission tabled a project for Del Rio Ranch because of the levee that was associated with it and asked how the Planning Commission could not table this project also. She pointed out the report reads "The two bottom portions of your development are in the flood plain. How does that affect you?" And the answer is "The Tres Rios levee will take us out of the flood plain or eliminate most of it."

Brett Herrian, Evergreen Development, 2390 E. Camelback Rd., Phoenix, AZ, stated in response to Commissioner Copeland's question that there were two separate levees coming into play and the one that effects the Del Rio Ranch project is on the Agua Fria River and the levee that effects their project is along the Gila River, and the Corps of Engineers is constructing that in several phases. He informed the Planning Commission that the first phase of that levee is complete up to Avondale Blvd., and their engineers have talked with the Flood Control District and the portion of that levee that has already been constructed has removed their property from the flood plain. Commissioner Copeland asked if that portion had been approved by the Army Corps of Engineers. Mr. Herrian explained they were going to do a letter of map revision as the levee is built, and as they just completed construction in the last few months, they have not yet got to the process of preparing that letter of map revision.

Commissioner Alcorn stated the three different setbacks for the front yards of 10, 12, and 20 feet were the first thing he noticed, and while the 20 feet falls within the acceptable range, the 10 and 12 do not. He stated he understands the need for diversity, but the City has guidelines and he would appreciate it if those guidelines could be more constructively

looked at and used. Commissioner Alcorn stated the overall density was supposed to be 1-2.5 per acre and the applicant states they have 2.49, but yet just stood here and stated quarter acre lots, which are 4.0 per acre. He pointed out that area was for low density and the City was hoping to get more along the idea of one-half to three-quarter to full acre places rather than urban sprawl. Mr. Bull responded with respect to the setbacks, he would like to have Jason Hadley come forward to discuss that. With respect to the General Plan and density, he stated under the General Plan they need to be thinking in terms of gross acreage which is inclusive of open space and all the things that go into calculating density, which is different than calculating the net lot size. Mr. Bull explained they have a variety of lot sizes which are up to 10,000 square foot and net of streets and open space and the donated school site. He stated Staff in going through the analysis of having this type of General Plan designation on this part of the site and that kind of General Plan designation on the other part of the site, used that in working with Evergreen and their planners on what lot sizes they had, and then took a step back to see if they were fitting within those parameters. He reported Staff also addressed in the written report some of the density bonuses you get into when you are doing target density versus density bonuses to work your way up. Mr. Bull stated his perspective is the fact that they have more than 200% of the amount of open space that the City typically requires, plus trails and the school site, which are very good things directed at triggering some of those density bonuses.

Jason Hadley, Hadley Design Group, 7272 E. Indian School Rd., Scottsdale, AZ, began by stating on the 6,600 and 7,400 square foot districts, basically all the setbacks are the same as a pure R1-6 zone with the exception of the front deviation on the 10 and the 12. He pointed out they have worked with Mr. Wilken a lot on that as far as being in on many Commission hearings concerning the desire to keep as much side yard as possible and they understand that side of it. Mr. Hadley explained when they deal with the smaller lot sizes and the production builders for 20 foot front setback to livable versus to garage, they want to bring livable spaces forward and bring porches a little bit closer to the street so the street scene is not 20 foot of garage, garage, garage. Regarding the 10,000 square foot lot, he stated they have used a 30 foot rear which exceeds the standard. Mr. Hadley pointed out that the 8,400 square foot lot has the front and rear smaller, but the 6,600, 7,400, and 10,000 square foot lots are pretty close. He stated this was one of their biggest tools to get variety and diversity with production builders.

Commissioner Alcorn asked if Mr. Hadley had a percentage. Mr. Hadley responded they did not have a pure percentage, but do have a certain amount of the elevations that have to change as far as the City Ordinance, but they do not have a percent restriction. Commissioner Alcorn stated he liked that the developer was providing lots of open space and suggested sacrificing some of the open space for a little more livable space for the homes. He stated he has lived in a lot of places where the people are right on top of one another and it affects him, and he has lived in homes where the garage is the wall to the next guy's house, which is ridiculous. Commissioner Alcorn added that this development was really, really nice.

Mr. Bull interjected if there were other questions, they would try to answer them; otherwise, there were speaker cards of folks who were present in support of the project.

Chairperson Lageschulte asked if there were any other questions for the applicant.

Commissioner Copeland asked if the County was reviewing this development in phases as far as the levee. She commented the Commission had been inconsistent in some areas and it was their responsibility to grow Avondale in a manner that people will want to live here and establish their businesses here, but also want to make sure that when they do move here, they are not blind sided by issues such as a freeway coming through or flooding. Mr. Wilken responded that this property is not in the flood plain. He explained that the Tres Rios levee built along the Gila River took this property out of the flood plain. Commissioner Copeland stated that in Item No. 6 it gives an answer that "It takes us out of the flood plain or eliminates most of it and that when we grade the site it is likely that this area will be elevated slightly," so therefore it indicates to her that there is some portion or could be some portion that is in or affected by the flood plain. She asked if that is true and the County is looking at the development in phases. Mr. Wilken responded that the levee is built in phases and the portion of the levee that will take this property out of the flood plain is complete.

Chairperson Lageschulte reiterated that the levee took this property out of the flood plain. He invited further questions for the applicant and received none. He asked Staff to research what the zoning setbacks are for front yards. Mr. Wilken responded the zoning setbacks for front yards for the PAD were to be determined through this discussion. Chairperson Lageschulte stated Scott Wilken, Senior Planner, could let him know.

Scott Wilken, Senior Planner, stated the front yard setbacks for an R1-6 hard-zoned district were 20 feet and the PAD allows deviation from that, which is what the applicant has asked for, but if the property was being rezoned to R1-6, the front yard setback would be 20 feet. Chairperson Lageschulte stated since this was a PAD, the front yard setback could be deviated, which Mr. Wilken confirmed.

Chairperson Lageschulte opened the item for public hearing. He stated he had two cards in favor of the item not wishing to speak, and four people who would like to speak in favor of the item. He indicated Alejandrino Diaz, Rafael Dera, and Maria G. Morones had submitted cards in favor of the project, but had to leave the meeting early.

Page Hannah, 201 S. 122nd Dr., Avondale, AZ, stated she was for the rezoning from AG to PAD, but for the protection of the Hillcrest builders and their future homeowners, she is not for having them proceed to the building phase until ADOT makes a firm decision. Ms. Hannah explained her family owned a home on the east side of 18th Street and Oregon in Phoenix in the '50s, and when she returned in the '90s, on the west side where they had gone from cotton fields to tract homes, 90% of that was gone for the 51

Freeway. Ms. Hannah stated she did not think it was fair to have developers tell the perspective homeowners that there might be a possibility of a freeway coming through.

Chairperson Lageschulte invited the applicant to respond.

Mr. Bull stated the City Council had adopted a Resolution about the southernmost alignment and are using this as an opportunity to send a good, positive message to ADOT about a development that is approved and consistent with Avondale's General Plan, and if he needed to elaborate on that he would be happy to, or he could pass out a copy of the Resolution. He noted more importantly, all indications are the decision will come quite soon from ADOT and they believe it is important to have this message in place before that decision comes down, and they expect the decision before they return to the Planning Commission with a preliminary plat, and certainly before they return with a final plat. Mr. Bull said he could state with confidence that Evergreen has a good track record of working with the Planning Commission, City Council, and Staff. He reiterated that if they need to sit down with Staff again to determine how to deal with this in the platting stage, there will be opportunities to do that, but right now they think they have the opportunity to send a strong message to ADOT that Avondale through the PAD has a strong desire to implement its General Plan in this part of the City.

Commissioner Iwanski thanked Mr. Bull for his offer that as part of Stipulation No. 10 they will add a Subsection E to specifically disclose proximity to the proposed State Route 801, as in his mind that is a sign of good faith from the applicant that they want to make people aware of the issue and deal with it accordingly.

Chairperson Lageschulte stated if there were no more questions for the applicant or Staff, he would like a motion.

Commissioner Iwanski moved that the Planning Commission accept the findings of Staff and recommend approval for rezoning for application Z-06-12 subject to the 12 stipulations and the addition of 10e, disclosure of proximity to proposed State Route 801. Vice Chair Meringer second the motion.

Chairperson Lageschulte opened the item for discussion.

Commissioner Iwanski stated with regard to the diversity of product and architecture, he does not have the same concerns as his colleague in terms of front yard setbacks, and the fact that the applicant is offering up 23% open space impresses him. He thanked the applicant for the aggressive public outreach because 58 signatures in support of the project indicates they have done their homework. He stated he was in favor of this project for those reasons.

Chairperson Lageschulte stated he agreed with Commissioner Iwanski. He suggested the applicant let the Lakin Property review their design because if they would like to bring in

some bigger lots and side yard setbacks, the Planning Commission may look at their project again, but he does not believe their project stands close to this one. He stated he appreciates the bigger lots and thinks the setbacks are great, and he thinks the Planning Commission will start seeing the front and side setbacks vary in different developments, and one reason is water conservation because the bigger the yard, the more water it will take. Chairperson Lageschulte stated he likes the lot sizes and they are right in line with side yard setbacks, and Avondale wants space rather than developments that are crammed together. He pointed out the diversity in the residential and that to him it was almost a starter home where one could work their way up. He stated that one house per acre was not going to happen. Chairperson Lageschulte stated he hopes ADOT will do what they need to do and that the City can persuade them to do the southern alignment. He stated he had been to some of their meetings, but some of their excuses are just way off the wall.

Chairperson Lageschulte asked for further comments, and receiving none, asked for a roll call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Excused
Commissioner Iwanski	Aye

The motion passed unanimously.

Chairperson Lageschulte thanked everyone in the audience for attending.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 300 ACRES LOCATED AT THE SOUTHWEST CORNER OF 107TH AVENUE AND BROADWAY ROAD AS SHOWN IN FILENAME Z-06-12, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) AND MOBILE HOME PARK (R-5) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”) pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, September 20, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on Monday, **November 5, 2007**.

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

SECTION 1. That ± 300 acres of certain real property generally located at the southwest corner of 107th Avenue and Broadway Road as shown in filename Z-06-12 (the “Property”), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) and Mobile Home Park (R-5) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative for the Hillcrest PAD dated September 7, 2007.
2. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
3. A traffic impact study will be required as part of the preliminary plat submittal. Improvements to the conceptual circulation plan shall be made with regards to traffic calming and safe routes to school based on the results of the traffic study, as determined by the City Engineer.

4. Rights-of-way dedication shall be made as part of the final plat. Additional rights-of-way widths may be required at intersections and to accommodate turn lanes and bus stop bays, and based on the results of the traffic study, as determined by the City Engineer.
5. Contribution for up to 25% of the cost of a traffic signal at the intersection of 107th Avenue and Broadway Road, and other traffic signals found warranted or as determined by the traffic impact study, shall be made by the developer, as required by the City Engineer.
6. Half-street improvements to Broadway Road and 107th Avenue shall be required as part of the first phase of development, as required by the City Engineer.
7. A new traffic study for the commercial center shall be submitted concurrent with the master site plan submittal.
8. The house plans shall be in substantial conformance to the style and character of the elevations provided in the PAD narrative.
9. All buildings, including those of franchise users, will be required to conform to the character and materials established by the Development Plan as finalized at the time of Master Site Plan approval for the commercial center.
10. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:
 - a. The proximity of the future commercial uses to the north.
 - b. The location of electrical transmission lines.
 - c. The proximity to existing dairy farms and associated odors.
 - d. The location of PIR (Phoenix International Raceway).
 - e. The proximity to and location of the State Route 801 corridor study area and/or the location of State Route 801.
11. Prior to final plat approval, the applicant shall obtain approval for Salt River Project (SRP) for the use of the transmission line corridor.
12. The community park adjacent to the elementary school site shall not be fenced.

SECTION 2. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, **November 5, 2007**.

Marie Rogers-Lopez, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A

[Map and Legal Description]

See following pages.

**SOUTHWEST CORNER OF AVONDALE BLVD & LOWER BUCKEYE ROAD
GROSS PROPERTY
LEGAL DESCRIPTION**

That portion of the Northeast quarter of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a brass cap in hand hole accepted as the Northeast corner of said Section 24 from which a brass cap in hand hole accepted as the North quarter corner thereof bears South 89 degrees 43 minutes 31 seconds West a distance of 2653.33 feet;

Thence along the east line of said Northeast quarter, South 00 degrees 15 minutes 41 seconds East a distance of 2644.45 feet to a brass in hand hole accepted as the East quarter corner of said Section 24;

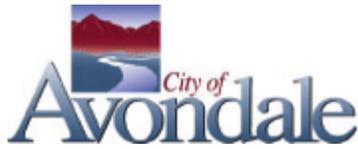
Thence along the south line of said Northeast quarter, North 89 degrees 57 minutes 01 seconds West a distance of 1149.13 feet;

Thence leaving said south line, North 02 degrees 06 minutes 32 seconds West a distance of 2639.30 feet to the north line of said Northeast quarter;

Thence along said north line, North 89 degrees 43 minutes 31 seconds East a distance of 1234.20 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 3,147,265 sq. ft. (72.2513 acres) more or less and being subject to any easements, restrictions, rights of way of record or otherwise.

Prepared by: CMX L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 7204
December 14, 2004



DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1272-1007 - Papago
Commerce Center Rezoning (Z-07-5)

MEETING DATE:
October 15, 2007

TO: Mayor and Council
FROM: Brian Berndt, Development Services Director (623) 333-4011
THROUGH: Charlie McClendon, City Manager

REQUEST: Rezoning from AG (Agricultural) to PAD (Planned Area Development)

PARCEL SIZE: Approximately 11.1 Acres

LOCATION: Southeast Corner of El Mirage Road and Interstate 10 (Exhibits A, B, and C)

APPLICANT: Mr. Scott Neiss, RDB Construction and Management

OWNER: Mr. Roger Buttrum and Ms. Erlene Buttrum

BACKGROUND:

The property was annexed into the City of Avondale on July 2, 1984. Upon adoption of the City's new zoning map in 1990, the property was zoned AG (Agricultural). The current zoning of the property remains AG.

The property is designated by the General Plan Land Use Map as Employment (Exhibit C). The Employment designation encourages facilities that provide employment opportunities by allowing uses that include general office, enclosed industrial uses and retail and limited commercial uses that support office and industrial. Additionally, the property is located within the Freeway Corridor Specific Plan area with a land use designation of Employment.

The applicant in this matter, RDB Construction and Management, is developing the 79 acre Avondale Commerce Center PAD (case Z-04-1) directly west of this property, which was approved by City Council January 20, 2005. Phases one and two of the original Avondale Commerce Center are currently under construction.

SUMMARY OF REQUEST:

1. The applicant is requesting to rezone approximately 11.1 acres from AG (Agricultural) to PAD (Planned Area Development) for a commerce park development. The applicant has submitted a PAD General Development Plan (Exhibit E), which details permitted uses development standards, and design guidelines for future development of the site.
2. The applicant is proposing to develop the site in substantial conformance with the Commerce Park (CP) zoning district regulations. The development plan proposes a mix of uses including office and fully enclosed light industrial, as well as a few limited retail/commercial uses.
3. Primary access to the site will be provided via El Mirage Road along the western property boundary. Secondary access will be provided through the property to the south, property to the east, or both. To comply with fire code requirements, a stipulation has been added stating that development of the eastern half of the subject property may not commence until at least one of these access points can be installed.

PARTICIPATION:

The applicant conducted a neighborhood meeting on July 26, 2007 at the Avondale Civic Center. Letters were mailed to 18 property owners on July 2, 2007. A sign was posted on the property on July 6, 2007. The neighborhood meeting was advertised in the West Valley View on July 3, 2007. According to the applicant, two citizens attended the meeting. Deliveries, landscaping, and vandalism were among the topics discussed at this meeting (Exhibit F).

A notice of the Planning Commission hearing was published in the West Valley View on September 4, 2007. The property was posted on September 5, 2007. Letters were mailed out to 18 property owners on August 22, 2007. No citizens spoke on this item at the Planning Commission meeting.

A notice of the October 15th City Council hearing was published in the West Valley View on Tuesday, September 25, 2007. The property was posted on September 28, 2007. Notification letters were mailed to 18 property owners within 500 feet of the site on September 24, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on September 20, 2007, and voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:

1. Development shall conform to the Papago Commerce Center General Development Plan date stamped August 9, 2007, except as modified by these stipulations.
2. Retail commercial operations directly related to the primary industrial use shall not exceed ten (10) percent of the gross floor area of any single tenant except with a Conditional Use Permit, where up to thirty (30) percent may be allowed.
3. Freestanding freeway identification signage shall not be allowed.
4. A master site plan shall be approved by the City Council prior to development. Subsequently, plans and permits may be administratively approved by staff for this development in accordance with the Council approved master site plan and comprehensive sign program.
5. Right-of-way dedication and street improvements shall be required as follows: Street Right-of-way Required Street Improvements El Mirage Road 60' half street adjacent to property. (Major Collector) 2 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
6. Additional right-of-way may be required at site plan approval for improvements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer.
7. A full traffic impact analysis shall be required at the time of master site plan approval.
8. All water rights on the property shall be conveyed to the City of Avondale prior to issuance if a building permit or approval of a final plat, which ever is first.
9. Development of the eastern half of the Papago Commerce Center property may not commence until a secondary access point can be built.
10. The master site plan shall be approved by ADOT prior to site plan approval by the City of Avondale.

ANALYSIS:

General Plan and Freeway Corridor Specific Plan

The proposed PAD zoning is consistent with the Employment land use designation, the General Plan, and the Freeway Corridor Specific Plan.

Permitted Uses and Conditional Uses

- The Permitted Uses proposed for Papago Commerce Center correspond to the CP zoning district. These uses comprise office, adult education (business college), laboratories, wholesaling, packaging and distribution, light manufacturing, retail related directly to the primary use, printing and indoor recreation facilities. No outdoor storage will be allowed.
- The proposed uses permitted subject to a Conditional Use Permit are consistent with the Conditional Uses approved for the original Avondale Commerce Park PAD. These proposed conditional uses are largely consistent with the CP district and are appropriate in Employment areas.
- All uses will take place within fully enclosed buildings.

Development Standards

- All development standards proposed by the applicant are consistent with the CP zoning district, with the following exception:
 - o The applicant is requesting a maximum building height of 45 feet to attract larger corporate users along the freeway. This is consistent with the maximum building height approved for all previously approved phases of the Avondale Commerce Center. The Zoning Ordinance normally allows a maximum building height of 35 feet in the CP district; however an increased building height is reasonable and desirable at this location.

Design Standards

- The design expectations in the freeway corridor relate to the visibility and exposure to Interstate 10. The intent of the design standards contained in the development plan is to ensure a quality development with varying architecture, materials that create visual interest, and a compelling color palate. The standards require horizontal and vertical variations, building offsets, and internalized roof drains. A variety of materials are proposed including stucco, smooth and split-face block, architecturally treated tilt/pre-cast concrete as well as accent materials such as stone and ornamental steel.

Signage

- Signage criteria are addressed in the PAD Development Plan. A master sign plan will be required at the time of master site plan approval. All signage proposed complies with the Zoning Ordinance.
- One freestanding entry monument sign identifying the Papago Commerce Center will be permitted along the El Mirage Road frontage. The monument will match the overall architectural design theme of the development in colors and materials, include halo backlit reverse pan channel lettering, and be a maximum height of 6 feet. The entry monument sign will only identify the name of the commerce park only.
- One freestanding multi-tenant identification sign will be permitted along the El Mirage Road frontage. An additional multi-tenant monument sign will be permitted at the site's future secondary access point along either the southern or eastern boundary. These multi-tenant monument signs will have a maximum height of 8 feet, with a maximum sign area of 100 square feet. The signs will identify the name of tenants within the business park. Lettering is required to be provided in the form of halo backlit reverse pan channel letters.
- Building wall signage will be consistent throughout the development. Each tenant will be required to utilize halo backlit reverse pan channel lettering above each business suite. Sign area will be calculated at 1 square foot of sign area per linear foot of suite space with a maximum area of 150 square feet of sign area per tenant.
- No pylon freeway signage is proposed or permitted by this PAD.

Landscaping

- The applicant states that landscaping will be an important component to the commerce park design. A

consistent streetscape theme will be utilized throughout the project and site landscaping will reinforce this theme. Southern Live Oak trees, which have been utilized as a theme tree by the City along Avondale Boulevard and around the Avondale Civic Center, will be predominant in the landscaping area along the north boundary of the property facing Interstate 10.

- Additional landscaping is provided in the parking areas along Interstate 10 as is required by the Freeway Corridor Specific Plan. Parking areas will be provided with one (1) tree per six (6) parking spaces. The Zoning Ordinance requirement is one (1) tree per eight (8) parking spaces.

Circulation

- The developer will be required to provide a full traffic impact analysis at site plan stage.
- All right-of-way improvements will be constructed in one phase with the development. El Mirage Road is designated a major collector roadway and improvements shall include street paving, bike lane, curb and gutter, sidewalks, street lights and landscaping.
- El Mirage Road is planned to include a future interchange off of Interstate 10. Staff has included a stipulation that ADOT approval of a site plan will be required prior to approval by the City of Avondale.

Utilities

- The project will connect into the waterline within El Mirage Road.
- Sanitary sewer will be gravity and drain westward, connecting into the sewer main in El Mirage Road, eventually tying into the main running in Van Buren Street.

Water Rights

- Water rights associated with this property will be conveyed to the City of Avondale. This is a standard rezoning requirement to ensure the City will have an adequate water supply in the future.

FINDINGS:

Staff believes the proposed rezoning meets the following findings:

- The proposed PAD zoning with recommended stipulations is in conformance with the General Plan and the Freeway Corridor Specific Plan.
- The proposal meets the PAD requirements of the Zoning Ordinance.
- The proposed PAD zoning will result in compatible land use relationships.
- The proposed development standards are consistent with the desired character of development for this area.

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, accept the findings and adopt an ordinance approving application Z-07-05, a request to amend the City of Avondale Zoning Map to rezone the approximately 11.1 acre subject property from AG (Agricultural) to PAD (Planned Area Development)."

PROPOSED MOTION:

"I move that the City Council accept the findings and ADOPT the ordinance approving application Z-07-5, a request to amend the City of Avondale Zoning Map to rezone the approximately 11.1 acre subject property from AG (Agricultural) to PAD (Planned Area Development)."

ATTACHMENTS:

Click to download

📄 [Z-07-5 Papago Commerce Center \(Exhibits A-G\)](#)

📄 [ORD -1272-1007](#)

FULL SIZE COPIES (Council Only):

NONE

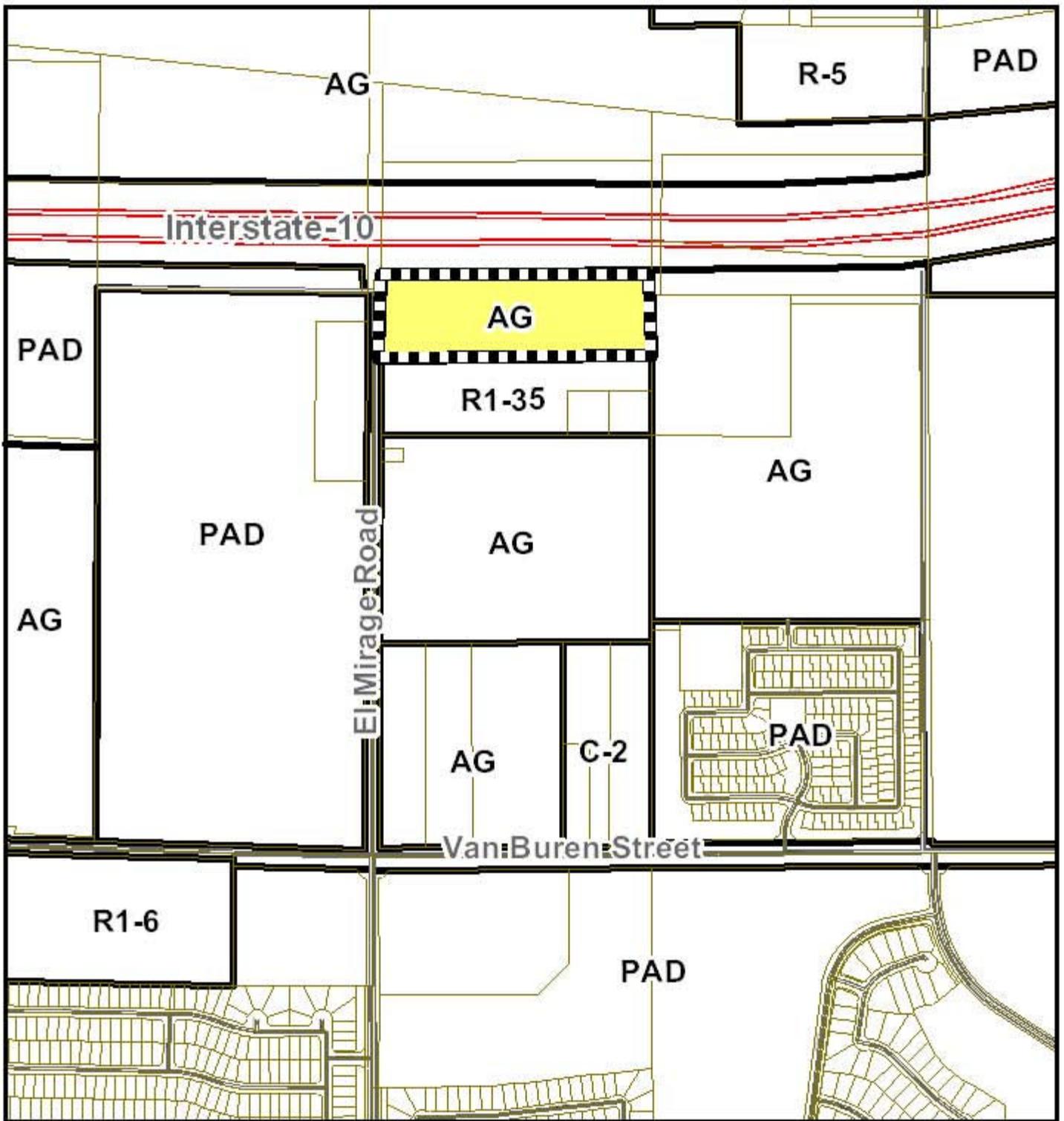
PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

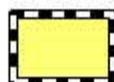
ATTACHMENTS

- Exhibit A Zoning Vicinity Map
- Exhibit B Aerial Photo 2006
- Exhibit C General Plan Land Use Map
- Exhibit D Summary of Related Facts
- Exhibit E Papago Commerce Center General Development Plan, date stamped August 9, 2007.
- Exhibit F Neighborhood Meeting Minutes from July 26, 2007
- Exhibit G Draft Planning Commission Meeting Minutes from September 20, 2007

ORDINANCE



Zoning Vicinity Map



Subject Property





2007 Aerial Photo



Subject Property





General Plan Land Use

- | | |
|--|---|
|  Commercial Corridor, Commercial Corridor |  Medium Density Residential |
|  Growth Area, Growth Area |  Medium High Density Residential |
|  Commercial |  Mixed Use |
|  Employment |  Multi Family Residential |
|  Freeway Commercial |  Open Space |
|  High Density Residential |  Public Facilities |
|  Low Density Residential |  Subject Property |

*SUMMARY OF RELATED FACTS**APPLICATION Z-07-5*

<i>THE PROPERTY</i>	
PARCEL SIZE	11.1 acres
LOCATION	Southeast corner of El Mirage Road and Interstate 10
PHYSICAL CHARACTERISTICS	The site is relatively flat
EXISTING LAND USE	Vacant
EXISTING ZONING	Agricultural (AG)
ZONING HISTORY	Annexed in 1984; zoned AG in 1990
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Interstate 10
EAST	AG (Agricultural) – PAD in review
SOUTH	R1-35 (Residential) – Two homes under construction
WEST	Avondale Commerce Center PAD – Industrial uses
<i>GENERAL PLAN</i>	
The subject property is designated as Employment on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary School
JUNIOR HIGH SCHOOL	Underdown Junior High School
HIGH SCHOOL	La Joya Community High School

STREETS

El Mirage Road

Classification	Collector
Existing half street ROW	33 feet
Required half street ROW	60 feet
Existing half street improvements	Under construction
Standard Collector improvements	2 traffic lanes, turn lane, bike lane, curb and gutter, street lights, detached sidewalk and landscaping.

UTILITIES

There is an existing 36” waterline in Van Buren Road approximately one-quarter mile to the south of the property. This development will obtain water service from a waterline installed in El Mirage Road along the west property line connecting into the Van Buren Street line.

There is an existing 30” sewer line in Van Buren Road approximately one-quarter mile to the south of the property. This development will obtain sewer service from a sewerline installed in El Mirage Road along the west property line connecting into the Van Buren Street line.

A PLANNED AREA DEVELOPMENT
BY
ROB MANAGEMENT
AND CONSTRUCTION

PAPAGO COMMERCE
CENTER
11 ACRES

PAPAGO, ARIZONA

GENERAL DEVELOPMENT PLAN

APRIL 12, 2007

JUNE 29, 2007

AUGUST 8, 2007

2-005

A. Introduction

This General Development Plan and Program provides a project overview of the Planned Area Development (PAD), proposed by RDB Management and Construction, (RDB) for an approximate 11 acre parcel of land located quarter mile north of Van Buren along 127th Avenue in Avondale, Arizona (Property). Refer to Exhibit 'A' for the location of this subject property. This General Development Plan and Program is intended to provide the City of Avondale Planning and Building Division with the information necessary to review and approve the requested rezoning to PAD.

1. Site Ownership

This Property is owned by Avondale Commerce Center, LLC.

2. Site Data

The site for this proposed project is located north of Van Buren along El Mirage Road and I-10 in Avondale, Arizona, as shown on the location map enclosed as Exhibit A. The Property is comprised of a gross site area of approximately 11 acres. Refer to Exhibit 'B' for a copy of ALTA Survey.

3. Existing Site Conditions / Topography

The site is currently vacant with no agricultural production. There are no existing structures on-site. The topography of the site is fairly level with a slight but even grade sloping to the southwest.

4. Surrounding Land Uses

- North: Arizona Department of Transportation (ADOT) right-of-way for Interstate 10 parallels the north property line. The freeway traffic is elevated approximately 10' above the property. El Mirage, forms the western boundary of the property, which terminates in a Cul-de-sac at the ADOT right-of-way. The land area along the north side of the interstate is Friendship Park, a community Park for Avondale, which includes lighted fields for baseball, softball, and soccer.
- West: The area to the west is the newly constructed Avondale Commerce Center. A multi-building commercial center developed by this applicant. Phases II and III of this project, currently under construction, will accommodate Commerce Park type uses. Phase I, located further south along the Van Buren frontage, will accommodate commercial uses, including some retail.
- South: The land area directly south is unimproved, has no structures and is being used for agriculture.
- East: The land directly east of the proposed development is unimproved, has no structures and is being used for agriculture.

Refer to Exhibit 'C', for additional information regarding land uses and zoning.

B. Objectives / Development Goals

Rezone to PAD (Planned Area Development)

The property, 11 acres, is zoned Agricultural - AG, refer to Exhibit 'B'. RDB intends to rezone the property to PAD for an employment based project that includes Commerce Park uses in conformance with the Avondale General Plan and the Freeway Corridor Specific Plan. This land use plan provides flexibility for future employment based on demand within the marketplace.

The subject property is situated within the Freeway Corridor Specific Plan, a designated growth area as referenced by the Avondale General Plan. Recent growth in the west valley as demonstrated by Coldwater Springs, a master-planned residential community to the south, has focused more attention on the Freeway Corridor area.

C. Conformance with City of Avondale's General Plan

The City of Avondale General Plan has designated this property for Employment Use. Included in the "Employment" designation are land uses related to business parks and industrial parks.

D. General Development Plan

1. Project Description

In accordance with the General Plan, this project is designed to offer a mix of commercial and industrial activities as provided within the Commerce Park (CP) district. These uses will be combined within the Planned Area Development in order to provide a more cohesive development that will offer common design standards for each land use.

Guidelines will be established to unify the architecture, signage, and landscaping throughout the development. The land plan takes advantage of the site's proximity to I-10 to provide a well designed multi-tenant commerce park that will provide many employment opportunities for local residents as well as provide added tax revenue for the City of Avondale.

2. Land Use Plan

The General Development Plan is enclosed as Exhibit 'D'. The land uses are organized to promote compatibility with surrounding land uses, provide appropriate transitions between the commercial and commerce park users, and provide efficient access and circulation throughout the project. The project is designed with minimal vehicular penetration points in order to safely and conveniently move commercial traffic into and out of the project while minimizing the traffic impact upon the surrounding streets. The streetscape will be designed to provide variety and interest as one drives adjacent to the development.

Land Use Summary

Commerce Park, CP	11 acres
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It is anticipated that uses in the Papago Commerce Center shall be similar to those in the Avondale Commerce Center to the west.

3. Commerce Park (CP)

The property will be designated as Commerce Park. The purpose of the Commerce Park district is to allow for a wide variety of employment uses that are not included in a typical CO, C-1 or C-2 district.

Note: All structures and improvements designated within this PAD, designated as CP will be designed and constructed by RDB Management and Construction. RDB will maintain the buildings and lease suites to future tenants.

E. DEVELOPMENT STANDARDS

1. Commerce Park (CP)

The commerce park development will be a fully master planned site consisting of multiple buildings providing flex-space for multiple and individual tenants. The Property will ensure a well designed streetscape, adequate on and off-site auto circulation, encourage pedestrian travel through carefully planned walkway systems, and create a common architectural interest from transition in scale to the building materials that will add visual appeal and serve an overall function of the development. The commerce park will possess an overall design framework that provides an internal organizational structure and contextual response to the surrounding area. Vehicular traffic shall access the site via El Mirage paralleling the west property line. Vehicles will be able to access Avondale Commerce Center I to the west via El Mirage road. Pedestrian traffic shall be able to move between commerce centers on a series of sidewalks and clearly indicated pathways within the developments of similar materials that tie the Commerce centers together.

1a. Permitted Uses

- a) Offices for professional, administrative, clerical and sales services including
- b) Business colleges.
- c) Research, Medical and dental laboratories
- e) Wholesaling including but not limited to, irrigation, landscape, material sales provided all supplies and equipment are in a completely enclosed building.
- f) "Value added" distribution / packaging – hands-on modification of bulk goods by employees that adds additional value to the products (ie. but not limited too, customized embroidery of sports apparel). Job creation is an important component of this use.
- g) Light manufacturing, fabrication, processing, or assembly of finished or unfinished products composed of pre-manufactured or natural products or materials provided that all processes are conducted indoors.
- h) Retail commercial operations directly related to a primary industrial use, provided it does not exceed 30% of the gross floor area of the primary industrial use.
- i) Print and sign manufacturing with sales.
- j) Similar uses as determined by the City's Zoning Administrator, or his designee.

- Warehousing/storage that is ancillary to a permitted use. Not to include dead vehicle storage, trucking companies and moving storage companies.
- Any use not expressly allowed herein is prohibited

1b. Uses Permitted pending City of Avondale Conditional Use Permit Approval

- a) Athletic and health clubs
- b) Trade school
- c) Retail commercial operations directly related to a primary industrial use, provided it does not exceed 40% of the gross floor area of the primary industrial use.
- d) Indoor Recreation facilities (ie laser tag, rock wall climbing, etc)

1c. General Requirements

Except where otherwise explicitly stated, this development shall conform to all requirements of the City of Avondale zoning ordinance, as amended, for development within Commerce Park (CP) zoning.

1d. General Standards

Minimum Setbacks

Front Yard:	25'
Street Side Yard	25'
Side Yard	12'
Rear Yard	12'

Interstate 10

A 30' landscape area shall be provided along the north property line of the project nearest to Interstate 10.

Maximum Building Height

- a) Maximum building height of any buildings shall be (45) feet. The additional height allowance is intended to attract larger corporate users along this interstate freeway frontage.

Outdoor Storage

- a) No outdoor storage shall be permitted.

F. DESIGN STANDARDS

1. Architecture

1a. Architectural Design Theme

While no particular style will be dictated, architectural standards for the development shall remain high while complimenting and drawing from the design and material palettes of the Avondale Commerce Center, directly west. The concept is for these buildings to be recognized as an integral part of the greater Avondale Commerce Center.

1b. Architectural Concepts

- The architectural design for all structures shall be based on “4-sided” architecture solutions, taking into consideration all sides to receive consistent architectural treatment.
- For all buildings at least two of these elements shall repeat horizontally. Buildings with facades greater than 150 feet in length shall include at least three of the elements listed below, repeated at appropriate intervals, both horizontally or vertically:
 - Color change. Recognizable, but not strongly contrasting.
 - Texture change
 - Material change
 - Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
- Wall plane projections or recesses
- Variations in rooflines or parapets shall be used at a minimum of two feet (2') to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.
- Service and exit doors shall be integrated into the architecture of the elevations.
- Service and roll-up doors shall be internalized within the site.
- Reduction of building mass shall be achieved by using a combination of the following techniques:
 - Variation in the rooflines
 - Use of protected and recessed entries
 - Use of vertical elements on or in front of expansive blank walls
 - Use of pronounced wall plane offsets and projections
 - Use of focal points and vertical accents

- Inclusion of windows on elevations facing streets and pedestrian areas.
- Rooflines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PAD. Building design shall compliment the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development
- Buildings with freeway frontage will front towards Interstate 10.
- Roof drains shall be internal.
- Any roof access ladders shall be located inside the building.
- All roof mounted equipment, vents, stacks, pipes, etc. shall be screened from view from all perimeter streets and painted to match the roof.

1c. Building Materials

Architectural materials should convey an image of quality and durability. Buildings within the PAD shall be compatible with the materials used in Avondale Commerce Center Phase One and will include the following materials :

- Primary building materials shall include: common clay brick, stucco, or EIFS type systems provided that finishes must be smooth or sand textured, smooth or split face concrete block or similar materials.
- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the natural material such as: additional color and texture, windows, reveals or recesses, notched parapets, canopies, building wall undulation, corner windows, additional materials, etc.
- Accent materials shall include: natural stone, block, brick, ceramic tile, ornamental steel or other similar materials as implemented in Phase One.
- Roofs may be flat with parapet walls, or sloped with concrete tile, standing metal seam, or equivalent architectural materials.

Prohibited Materials:

- Wood, except for limited amounts of trim
- Corrugated metal and pre-engineered metal-sided buildings

1d. Color Coordination

Buildings within the PAD shall be consistent with the following building colors:

- Colors and materials should be used to create visual harmony within the PAD. The approved colors are as follows:
 - Primary building colors shall be desert hues and other “earth tones” muted shades of blues, greens, and reds found in the natural desert, and colors appearing in natural stone.
 - Accent colors on buildings shall compliment the primary building colors and include combinations of desert hues, earth tones, muted shades of greens, reds, and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents as determined during the Site Planning process.

Prohibited Colors:

- “Loud colors” such as orange, red, blue, green, yellow, purple and similar colors as a primary building color.

2. Site Development

2a. Off-Street Parking

A development plan indicating compliance with the off-street parking requirements of the Avondale Zoning Ordinance as amended will be submitted for approval prior to obtaining final building permits.

- The number of off-street parking spaces shall be based upon the proposed building use as determined at the time of site-plan review.

- All off-street parking and loading areas, access drives, internal circulation drives, and truck maneuvering areas shall conform to the requirements and regulations of the Avondale Fire Department, Zoning Ordinance, and Engineering Division.

Note: Additional landscape enhancements will be required along the Interstate 10 frontage, including shade trees incorporated into parking areas at the rate of one (1) tree per 6 parking stalls instead of the standard of one (1) per 8 stalls.

Covered Parking

- Covered parking shall be lighted. The source of illumination shall be screened, recessed or covered.
- Parking canopies shall include fascias that are consistent with the color and architectural themes of the principal building.

2b. Loading areas

All loading areas and loading docks shall be designed not to be visible from adjacent streets or detract from the architectural character of the project.

- All truck loadings or loading docks shall be located at the rear or side of the building. No loading dock shall face a front street or Interstate 10.
- All loading areas must be screened by a continuous wall with to match the architecture of the building at a minimum height of 8'
- Landscaping by additional street trees or on-site tree massing in combination with the screen wall may be used to visually screen loading docks.

2c. Screening

Screen walls shall maintain a consistent material, design and color theme to provide continuity throughout the Commerce Park.

- Screen walls shall be provided for all service areas, mechanical and electrical equipment yards, outdoor storage areas, loading docks, and refuse collection areas.
- All screen walls should be architecturally treated as an extension of the primary structure.
- When needed, parking screen walls shall be a minimum of 3-foot in height and constructed of block and may be finished with stucco or mortar wash.
- 3' high landscape berms may be used in conjunction with parking screen walls.
- Perimeter screen walls shall be a minimum of 6-foot in height constructed of the design and materials of the building.
- Screen walls along pedestrian routes or sidewalks shall be set back to allow for landscaping

2d. Site Lighting

The lighting should enhance the architectural and site design concepts of the overall PAD.

- Lighting shall be master planned for the development at the time of site plan review.

- Street lighting shall be provided along El Mirage Road per current City of Avondale standards.
- Site lighting shall be provided for security throughout all parking areas, service areas, and building entries/exits that provides a level of security.
- All site lighting shall be directed downward and use appropriate light source to minimize light pollution onto adjacent properties and to adhere to local dark sky ordinance.
- Lighting shall not exceed 1-foot candle at the property line
- Intensity shall not be greater than required for vehicular and pedestrian safety.
- The use of shields with cut-off fixtures is required for all pole and wall pack lighting
- Height of light poles shall be a maximum of 25' high.
- Low pedestrian-scaled fixtures may be allowed to help identify and light pedestrian routes within the commercial areas.

2e. Pedestrian Circulation

El Mirage Drive shall provide 8' wide sidewalks detached from the back of curb. Accessible walkways from the parking areas to the building entries shall also be provided.

- a. Stamped, colored concrete or pavers shall be used to denote all pedestrian crossings.
- b. Pedestrian pathways shall be shaded via landscaping or the introduction of hardscape elements such as canopies as determined at the time of site plan review.

2f. Grading and Drainage

The site will be required to retain storm water runoff and retain for the adjacent half streets. Retention basins shall be designed and contoured to assume a more natural appearance and to be an integral part of the landscape. The Property will be coordinated to combine open space areas with property to the west in order to provide greater sense of scale and to enhance the potential for more active and passive recreational uses. Retention basins shall be designed to meet the requirements of the Avondale Zoning Ordinance as amended.

2g. Signage

Signage for the PAD should be designed to enhance the identity of the overall development park and the individual businesses within. A master sign package shall be submitted for review and approved with the master site plan.

Freestanding Monument:

- Monument Signs shall be for center identification only, with the complex name and address.
- Monuments shall not exceed 6-foot in height and 10-foot in width.

- Sign materials and colors shall be consistent with the exterior architecture of the buildings. Lettering shall be halo backlit reverse pan channel letters.
- Maintenance of the signage will be at the responsibility of the developer.
- One (1) monument sign location has been proposed to be placed within the PAD. See potential locations on Exhibit "D"

Multi-tenant Monument

- One multi-tenant monument sign for tenant identification will be allowed along El Mirage Road. An additional multi-tenant monument sign may be located at a future secondary entrance point to be determined at the time of site plan review.
- Two multi-tenant signs may be necessary depending upon number of tenants.
- The design of the monument shall be consistent with the overall scale of the building. Design and placement of any signage shall not obstruct traffic safety site areas.
- Shall not exceed 8 feet in height.
- Maximum area of 100 square feet.
- Signs shall be a minimum of 300 feet apart
- Lettering shall be non reflective halo backlit reverse pan channel letters.

Building:

- Signage shall be systematically located and styled to support the architectural design
- Building wall signage
 - Maximum sign area – 1 sq ft for each linear ft of suites building façade. 150 sq ft maximum per sign.
 - Sign placement – below edge of roof.
 - Location requirements – Signs will be mounted above each respective suite, placed consistently along the building face, and located on the upper part of the exterior wall within a dedicated band
- Lettering -
 - Commerce Park - wall mounted tenant signage shall be reverse pan channel letters with solid color that compliments the building color.
 - Illuminated signage may be placed on buildings fronting I-10
 - Halo backlighting will be used for all wall signage requiring illumination.
- Tenants may have one window decal sign. Window signage shall count towards allowable building signage aggregates and shall require a permit from the City of Avondale.

3. Streetscape and On-site Landscape

Landscaping is an important component of commerce center design which softens the park appearance by breaking up the continuous expanse of pavement and buildings. In order to create a uniform appearance throughout the development, the PAD will be established.

The PAD requires complete streetscape concepts and strategies that help contribute to the identity and comfort of the development.

- A typical streetscape concept and theme shall be developed and repeated. Includes tree selection, lighting, signage, decorative walls, and other design elements.
- Streetscape should reinforce design concepts for the commerce center. This includes defining focal points, framing views and edges, and highlighting architectural design features.
- When necessary, streetscaping should screen views of parking lots and loading areas. Berms or shrubs may be used to help screen parking lots.
- Landscaping shall comply with the City of Avondale landscaping requirements.
- All plant materials shall conform to the Arizona Department of Water Resources (ADWR) plant material list.

On-site landscaping shall reinforce overall site and architectural concepts while increasing pedestrian comfort.

- Planting in front and side yards should reinforce the PAD streetscape concept.
- Foundation planting should enhance architectural and massing concepts for buildings.
- Accent planting and color should reinforce architectural and site design entry expression.
- Screen planting should be used around parking lots and to block undesirable views. Parking lot screen planting should be at least 30" tall.

- Grading and retention basins should be done to fulfill functional requirements and architectural and site design concepts.
- Landscaping must comply with the City of Avondale landscaping requirements.
- All plant materials shall conform to the ADWR plant material list

The City of Avondale has established the landscape theme for the Interstate 10 frontage, which includes the predominant use of Southern Live Oaks (*Quercus virginiana* 'Heritage Oak'). Along the interstate frontage, 50% of the required trees shall be Southern Live Oak, all which shall be a minimum of 24" Box. All of the interior street intersections shall include at least one Southern Live Oak which shall be a minimum of 36" Box in size and clustered with other Southern Live Oak of varying size to reinforce the street tree theme. The size and quantities of plant material for the balance of the streetscape shall conform to the landscape standards of the Avondale Zoning Ordinance as amended.

Note: Landscaping plans will receive a master site plan/design review in order to maintain a unified project.

G. Infrastructure / Utilities

1. Access / Circulation

The primary access to and from the property is along Van Buren Street, a designated major arterial quarter mile south of the property.

El Mirage Drive is a collector street that aligns with the quarter mile point east of 127th Avenue and is centered on the west property line, where it will terminate at the northeast corner of the property in a cul-de-sac.

Development of the **East** portion of the site may not proceed until a secondary access point agreement is reached along the south or east property lines. The location of the secondary access point must be approved by the City Engineer or his "designee."

]

2. Street Improvements

Half street improvements will be constructed per City of Avondale standards and in conformance with the proposed development. Improvements that will comply to City of Avondale standards include but are not limited to, curb, gutter, and 8' wide sidewalks connecting to possible improvements leading to Friendship Park. Street dedications as follows:

<u>Street</u>	<u>Ex. ROW</u>	<u>Prop. ROW</u>
El Mirage: east half ROW	33'	60'

3. Water Service

This project will connect into the water main within El Mirage Drive where it connects into the existing water main in Van Buren.

4. Sanitary Sewer Service

Proposed is a gravity sewer system. All sewer mains internal to the site will drain to the west and connect into the sewer main in El Mirage Road.

5. Electrical Service

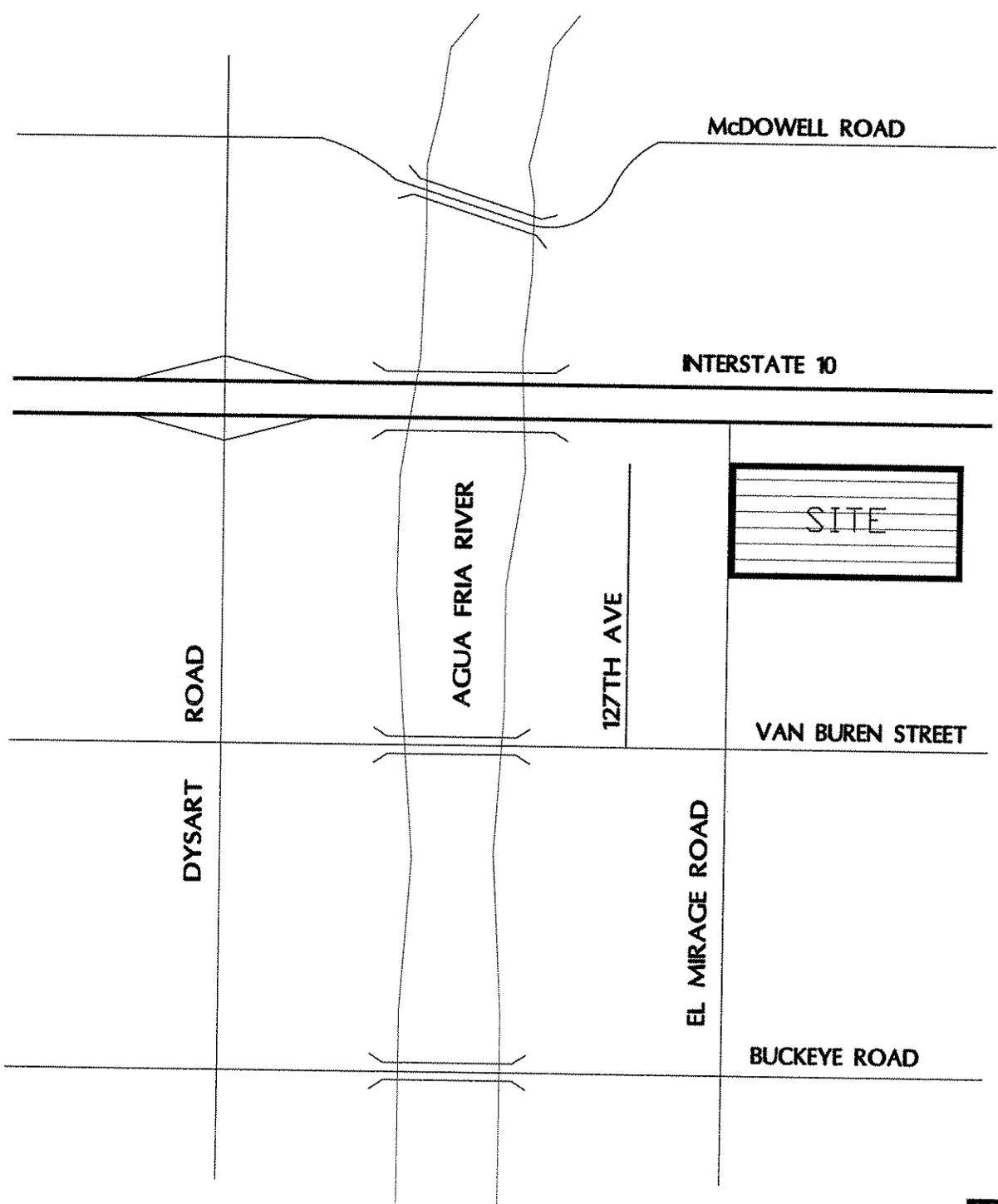
This subject property is within the service area of the Salt River Project.

6. Natural Gas Service

This project is within the service area of the Southwest Gas Corporation.

7. Telephone Service

This Subject property is within the service of Qwest Telephone.



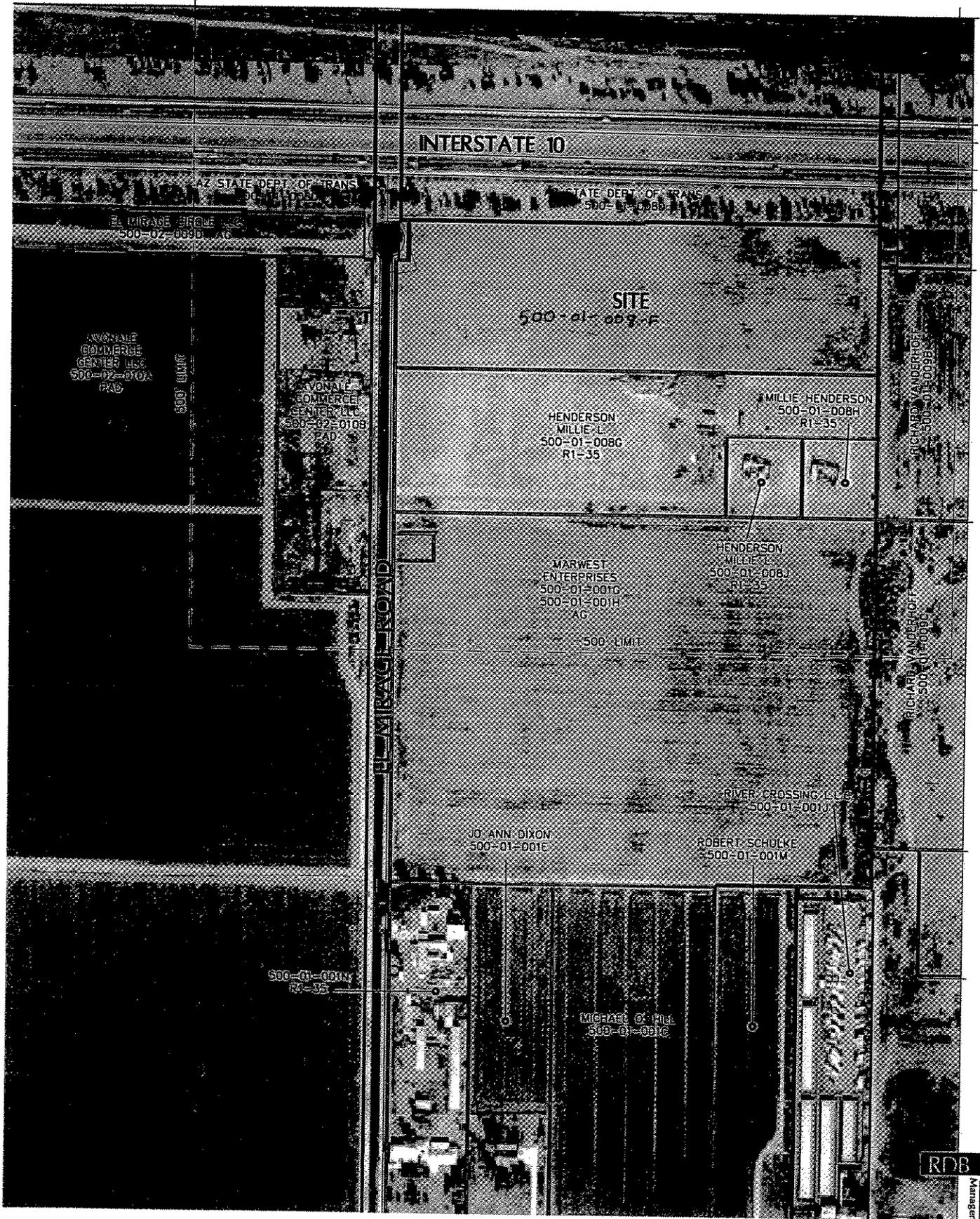
PAPAGO.COMMERCE.CENTER
AVONDALE, AZ



VICINITY MAP
EXHIBIT A

107 W. Williams Dr. Phoenix, AZ 85027
 T: 602.760.2229 F: 602.760.2550

RDB
 Management & Construction



PAPAGO.COMMERCE.CENTER
AVONDALE, AZ



CONTEXT PLAN
EXHIBIT C

INTERSTATE 10

CP
11.3129 GROSS AC
11.1122 NET AC

33' ROW TYP.

POTENTIAL FUTURE MONUMENT
SIGN LOCATION

EL MIRAGE ROAD

UNSUBDIVIDED

EXCEPTION

CORPORATE DRIVE

SITE DATA SUMMARY

GROSS SITE AREA	11.31 AC
(PERIMETER R.O.W.)	0.2 AC
NET SITE AREA	11.11 AC

NOTES:

GROSS ACERAGES IS CALCULATED
TO THE ADJACENT PERIMETER
STREET CENTER LINE.

ALL ACERAGES SHOWN
ARE BASED ON
APPROXIMATE NET VALUE

RDB

Management & Construction

PAPAGO.COMMERCE.CENTER



**GENERAL
DEVELOPMENT PLAN
EXHIBIT D**

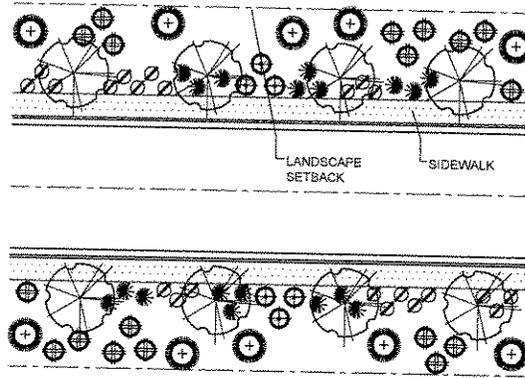
807 W. Williams Dr, Phoenix, AZ 85027
T: 623.790.2529 F: 623.296.2050

PLANT SCHEDULE

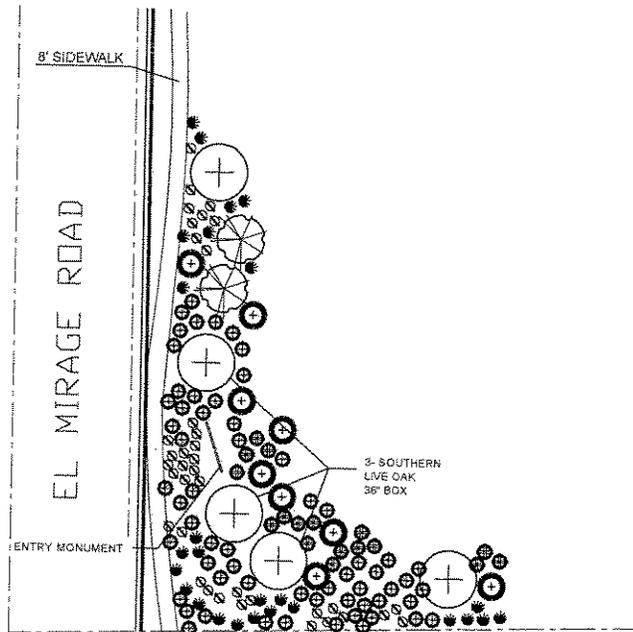
SYMBOL	BOTANICAL/COMMON NAME	W x H
TREES SUCH AS + (25% = 24" BOX / 74% = 15 GAL.)		
	ACACIA SPP. ACACIA	20 x 20
	CERODIUM SPP. PALM VERDE	30 x 30
	CHLOROPIS LINEARIS DESERT WILLOW	20 x 20
	PITHECCELLOBIUM FLEXICOLLE TEXAS EBONY	25 x 20
	PROSOPIA SPP. MESQUITE	30 x 30
	QUERUS VIRGINIANA SOUTHERN LIVE OAK	30 x 30
SHRUBS SUCH AS + (REQ'D. 5 GAL. SHRUBS)		
	CALSAEPHA SPP. BIRD OF PARADISE	6 x 6
	CASSIA SPP. CASSIA	6 x 6
	CALLIANDRA SPP. FAIRY DUSTER	4 x 4
	DALEA PULCHRA INDIGO BUSH	5 x 5
	DOGONADA SPP. HOPSEED BUSH	10 x 12
	EREMOPHILA SPP. EMU BUSH	4 x 4
	LEUCOPHYLLUM SPP. TEXAS RANGER	3 x 3
	RUPELLIA SPP. RUPELLIA	4 x 4
	TECOMA SPP. ORANGE JUBILEE	8 x 10
ACCENTS SUCH AS + (3 GAL.)		
	AGAVE SPP. AGAVE	6 x 6
	DASYLIRION SPP. DESERT SPOON	6 x 4
	HESPERALOE SPP. RED YUCCA	5 x 3
	MULLENBERGIA SPP. DEER GRASS	3 x 3
GROUND COVER SUCH AS + (1 GAL.)		
	ACACIA SPP. AGAVA	8 x 2
	BAILEYA MULTIRADIATA DESERT MARIGOLD	2 x 1
	BACCHARIS SPP. DESERT BROOM HYBRID	6 x 3
	DALEA SPP. TRAILING INDIGO BUSH	6 x 1
	LANTANA SPP. LANTANA	2 x 1
	VERBENA SPP. VERBENA	5 x 1
MATERIAL		
	DECOMPOSED GRANITE "JESSE RED"	3/4" M&US
	WEATHERED GRANITE BOULDERS SURFACE SELECT	1/2 - 2 TONS 1 TON AVG.

NOTE: TREE HEIGHTS AND CALIPERS WILL COMPLY WITH "ARIZONA NURSERY ASSOCIATION SPECIFICATIONS" FOR THAT SIZE OF TREE.

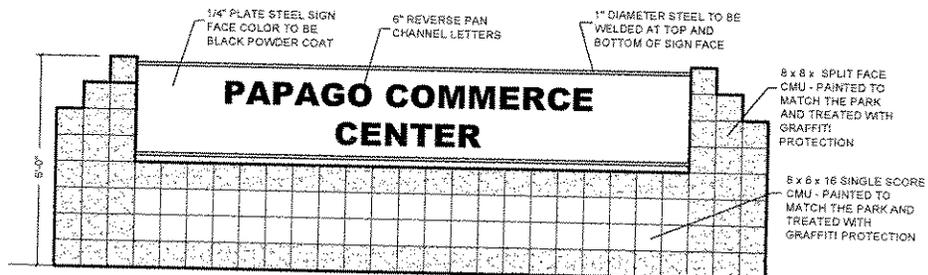
NOTE: LANDSCAPE TO BE WATERED BY AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.



INTERNAL STREETSCAPE CONCEPT



TYPICAL ENTRY MONUMENT - STREETSCAPE CONCEPT



ENTRY MONUMENT

PAPAGO.COMMERCE.CENTER



CONCEPTUAL MONUMENT & STREETSCAPE EXHIBIT G

RDB

Management & Construction

67 W. Williams Dr, Phoenix, AZ 85027
T: 623.780.2929 F: 623.298.2050

Proposed Papago Commerce Center – Parcel No. 500-01-008F

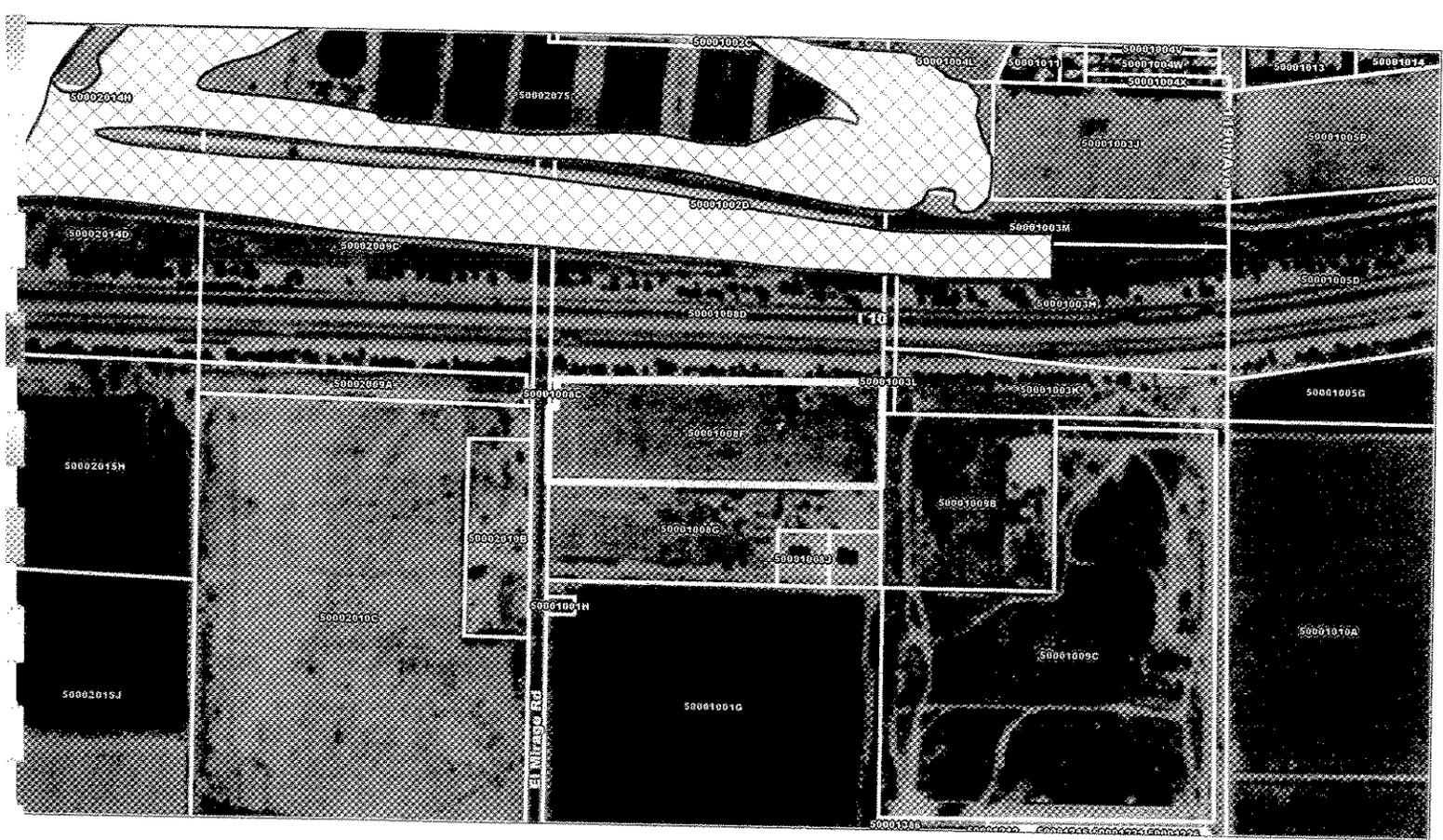
5-18-04

(Proposed Project)
Papago Commerce Center
El Mirage & I-10
Avondale, AZ

(Owner-Builder)
RDB Development & Construction
1617 West Williams Drive
Phoenix, AZ 85027

FLOOD ZONE DETERMINATION:

Flood zone "X" defined as an area of 500-year flood; areas of 100 year flood with average depths of less than one (1) foot or with drainage areas less than one (1) square mile; and areas protected by levees from 100 year flood.



SCALE 1 : 8,088



Meeting Minutes

Project: Papago Commerce Center

Date: Thursday, July 26, 2007, 6:00 p.m.

Location: Ocotillo Room, Avondale City Hall

Attendees: See attached List

ITEMS DISCUSSED:

1. Following introductions, I gave a brief overview of the project.
2. We discussed the types and sizes of trucks that would be delivering and picking up materials to and from the site.
3. The building materials and heights, and possible colors.
4. Height and materials of site walls and fences.
5. Landscape palette. There was opposition to desert species with thorns.
Millie and Fay preferred "pine trees"
6. Vandalism. Millie and her daughter mentioned that vandalism has always been an issue on and around their property. They thought that secure fences and solid walls made good deterrents. We spent most of our time together discussing security.

Excerpt of the Draft Minutes of the regular Planning Commission meeting held September 20, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Lisa Copeland, Commissioner
David Iwanski, Commissioner
Edward Meringer, Vice Chair
Michael Alcorn, Commissioner
Alan Lageschulte, Chairman

COMMISSIONER ABSENT

Kevin Grimsley, Commissioner (Excused)

CITY STAFF PRESENT

Eric Morgan, Planner II, Development Services
John Vater, Planner, Development Services
Ken Galica, Planner II, Development Services
Scott Wilken, Senior Planner
Brian Berndt, Development Services Director
Tracy Stevens, Planning Manager

APPLICATION NO. Z-07-5

APPLICANT: Mr. Scott Neiss, RDB Construction and Management
1617 W. Williams Drive
Phoenix, AZ 85027

REQUEST: This is a request to rezone approximately 11 acres from AG (Agricultural) to PAD (Planned Area Development) to allow for the development of a commerce park. Staff Contact: Ken Galica (623) 333-4019.

Ken Galica, Planner II, stated this was a request to rezone approximately 11 acres from AG to PAD located at the southeast corner of El Mirage Road and I-10, and described the surrounding properties. Mr. Galica clarified that ADOT has future plans for an interchange off of El Mirage Road and I-10, so this property would eventually have better access to the freeway, and he described the current access to the property. He stated the subject property is designated as Employment by the General Plan and is within the boundaries of the Freeway Corridor Specific Plan. He described Employment land use as encouraging office and industrial uses, as well as modest amounts of support retail. Mr. Galica outlined the permitted uses of this project to include a mix of fully enclosed light industrial, office, and warehouse/distribution. He stressed from Staff's perspective, especially considering two developments have been approved that will allow an increase in retail, (the previous application for 30 acres and the Avondale Commerce Center Phase IV which was roughly 15 acres), we now have nearly 50 acres of developable land which could accommodate ATV dealerships and similar uses. Therefore, there might be a point where the city needs to start reverting back to the Zoning Ordinance standard of 10% retail related to a primary industrial use. He stated the rest of the uses on the site were consistent with the Zoning Ordinance. Mr. Galica stated the development and design standards of the PAD are consistent with the commerce park zoning district, and architectural guidelines will ensure that a quality site develops. He stated this request for rezoning meets the requirements of the Avondale Zoning Ordinance and will result in compatible land use relationships, and will produce a quality development which is consistent with the character of the area, and with 10 recommended stipulations, staff is recommending approval of this application. He stated Scott Neiss of RDB Construction was available for questions.

Chairperson Lageschulte invited questions for Staff.

Commissioner Copeland asked for clarification regarding Stipulation No. 3, "Freestanding freeway identification signage shall not be allowed." Mr. Galica responded that employment types of uses and tenants do not depend on high visibility from rights-of-way whereas retail would require those signs for exposure.

Chairperson Lageschulte invited further questions, and hearing none, invited the applicant to address the Commission.

Scott Neiss, RDB Construction, 1617 W. Williams Dr., Phoenix, AZ, stated he would be happy to answer any questions.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Alcorn inquired as to the suite size and the type of customer the applicant was looking for. Mr. Neiss responded he anticipated the suite size to be approximately 1,500 to 2,000 square feet. Commissioner Alcorn asked about the price per square foot. Mr. Neiss replied he could not answer at this time, but across the street at Avondale Phase I, the suites are anywhere from 55 to 75 cents per square foot with the freeway frontage to the south.

Commissioner Copeland stated her question was for Staff on Stipulation No. 10, "The Master Site Plan shall be approved by ADOT prior to Site Plan approval by the City of Avondale." She stated she did not recall ever having a stipulation regarding a project along the freeway where ADOT has approved the Master Site Plan, and inquired if that was normal, and if not, why it was being done here, and asked what the time frame was before ADOT would give approval so this project could move forward. Mr. Galica responded he could not recall if a stipulation had been used on all the projects along the freeway or not, but that in this case staff believed a stipulation was in order. He informed the Planning Commission that ADOT did need to sign off on a project regardless if it was stipulated or not because there might be additional right-of-way required for an interchange, etc. Mr. Galica explained that ADOT's time frames would depend on how busy they are, but it would not delay the Planning Staff from working with the applicant on the Site Plan.

Chairperson Lageschulte invited further questions for the applicant or Staff, and hearing none, opened the item for public hearing. There were no requests to speak. Chairperson Lageschulte called for a motion.

Commissioner Copeland **MOVED** that the Planning Commission accept the findings and recommend approval of Papago Commerce Center Rezoning Z-07-5 subject to the 10 stipulations recommended by Staff and an eleventh stipulation recommended by the Planning Commission.

Discussion ensued regarding if the 11 stipulations were required. Mr. Galica suggested that Stipulation No. 2 could be changed to read "Retail commercial operations directly related to the primary industrial use shall not exceed ten (10) percent except with a Conditional Use Permit where up to thirty (30) percent may be allowed." **It was therefore determined that only 10 stipulations were required.**

Commissioner Iwanski **SECONDED** the motion. Chairperson Lageschulte called for a vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Excused
Commissioner Iwanski	Aye

THE MOTION PASSED UNANIMOUSLY

ORDINANCE NO. 1272-1007

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 11.1 ACRES LOCATED AT THE SOUTHEAST CORNER OF INTERSTATE 10 AND EL MIRAGE ROAD AS SHOWN IN FILENAME Z-07-5, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, September 20, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on October 15, 2007.

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

SECTION 1. That ± 11.1 acres of real property, generally located at the southeast corner of Interstate 10 and El Mirage Road as shown in filename Z-07-5 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall conform to the Papago Commerce Center General Development Plan date stamped August 9, 2007, except as modified by these stipulations.

2. Retail commercial operations directly related to the primary industrial use shall not exceed ten (10) percent of the gross floor area of any single tenant except with a Conditional Use Permit, where up to 30 percent may be allowed.
3. Freestanding freeway identification signage shall not be allowed.
4. A master site plan shall be approved by the City Council prior to development. Subsequently, plans and permits may be administratively approved by staff for this development in accordance with the Council approved master site plan and comprehensive sign program.
5. Right-of-way dedication and street improvements shall be required as follows:

Street	Right-of-way Required	Street Improvements
El Mirage Road	60' half street adjacent to property. (Major Collector)	2 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping

6. Additional right-of-way may be required at site plan approval for improvements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer.
7. A full traffic impact analysis shall be required at the time of master site plan approval.
8. All water rights on the property shall be conveyed to the City of Avondale prior to issuance if a building permit or approval of a final plat, which ever is first.
9. Development of the eastern half of the Papago Commerce Center property may not commence until a secondary access point can be built.
10. The master site plan shall be approved by ADOT prior to site plan approval by the City of Avondale.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.

Marie Rogers Lopez, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1272-1007

[Map and Legal Description]

See following pages.

SOUTHEAST CORNER OF INTERSTATE 10 AND EL MIRAGE ROAD
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE WEST HALF OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 0 DEGREES 37 MINUTES 11 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 113.39 FEET TO THE NORTHWEST CORNER OF THIS SAID PARCEL;

THENCE SOUTH 89 DEGREES 18 MINUTES 26 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE I-10 FREEWAY A DISTANCE OF 1321.86 FEET;

THENCE SOUTH 0 DEGREES 19 MINUTES 44 SECONDS EAST A DISTANCE OF 100.98 FEET TO THE INTERSECTION WITH THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1;

THENCE SOUTH 0 DEGREES 08 MINUTES 02 SECONDS EAST A DISTANCE OF 275.50 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 1322.91 FEET;

THENCE NORTH 0 DEGREES 13 MINUTES 52 SECONDS EAST A DISTANCE OF 264.81 FEET BACK TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION WHICH LIES NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WEST CORNER OF SAID SECTION 1:

THENCE NORTH 89 DEGREES 52 MINUTES 41 SECONDS EAST, 60.00 FEET;

THENCE NORTH 0 DEGREES 17 MINUTES 59 SECONDS EAST, 112.90 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 21 SECONDS EAST, 1516.06 FEET TO THE POINT OF ENDING, AS CONDEMNED FOR STATE HIGHWAY PURPOSES BY INSTRUMENT RECORDED IN DOCUMENT NO. 83-348293, RECORDS OF MARICOPA COUNTY, ARIZONA. THE DESCRIPTION FOR THE EXCEPTION AREA IS ON A

DIFFERENT BASIS OF BEARINGS THEREFORE THE BEARINGS MAY SLIGHTLY DIFFER.

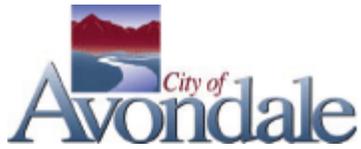


Application Z-07-5



Subject Property





CITY COUNCIL REPORT

SUBJECT:
Executive Session

MEETING DATE:
October 15, 2007

TO: Mayor and Council
FROM: Linda Farris
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available