

# CITY COUNCIL AGENDA

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

**REGULAR MEETING**  
**February 19, 2008**  
**7:00 PM**

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

**1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**

**2 UNSCHEDULED PUBLIC APPEARANCES**

(Limit three minutes per person. Please state your name.)

**3 CONSENT AGENDA**

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

**a. APPROVAL OF MINUTES**

- a. Work Session of February 4 2008
- b. Regular Meeting of February 4 2008

**b. FINAL PLAT - DESERT SHOALS CONDOMINIUM PLAT FP-07-6**

The Council will consider a request for final plat approval for Desert Shoals Condominiums, 7.31 acres located at 12925 W Buckeye Road near the intersection of West Buckeye Road and Dysart Road. The Council will take appropriate action.

**c. INFOR CONTRACTING SERVICES AND ANNUAL MAINTENANCE**

Staff is requesting City Council approve Amendment No. 7 to the Infor Datastream 7i Asset Management agreement for the purchase of contracting services for application configuration, annual hosting and technical support services in an amount not to exceed \$143,264.40, authorize contingency fund transfers and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. WEST 10 PROMENADE MINOR LAND DIVISION ML-07-8**

The Council will consider a request for Minor Land Division for West 10 Promenade, 15 acres net, at the southeast corner of McDowell Road and 103rd Avenue. The Council will take appropriate action.

**e. RESOLUTION 2721-208 AUTHORIZING A MEMORANDUM OF UNDERSTANDING - ARIZONA OFFICE OF THE STATE FIRE MARRSHAL**

The Council will consider a resolution authorizing a memorandum of understanding with the Arizona Office of the State Fire Marshal relating to plan review and inspections of schools and county and state buildings within the City of Avondale. The Council will take appropriate action.

**f. RESOLUTION 2722-208 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF HEALTH**

The City Council will consider a resolution authorizing an intergovernmental agreement with Maricopa County Department of Public Health relating to the childhood immunization program. The Council will take appropriate action.

**g. RESOLUTION 2720-208 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT - CITY OF TOLLESON - ANIMAL CONTROL**

The Council will consider a resolution authorizing an intergovernmental agreement with the City of Tolleson for Animal Control. The Council will take appropriate action.

**h. RESOLUTION 2723-208 AUTHORIZING A GRANT APPLICATION FOR JOB ACCESS AND REVERSE COMMUTE TRANSPORTATION PROGRAM GRANT FUNDS FOR START ROUTE 131 FY 2008**

The City Council will consider a resolution supporting the submittal of a grant proposal to Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operation for START Route 131, in the amount of \$160,000 with a 50% match requirement. The Council will take appropriate action.

**i. ORDINANCE 1290-208 AUTHORIZING ROW ACQUISITION - 107TH AVENUE & THOMAS ROAD**

The City Council will consider an ordinance authorizing the acquisition, by purchase or condemnation, of land required for drainage easements and right-of-way purposes relating to the 107th Avenue and Thomas Road Street Improvement Project. The Council will take appropriate action.

**j. RESOLUTIONS 2724-208 & 2725-208 – SINGLE FAMILY RESIDENTIAL & COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DESIGN MANUALS**

The Council will consider resolutions adopting the 2008 City of Avondale Commercial/Industrial/Multi-family Design Manual and the 2008 City of Avondale Single Family Residential Manual. The Council will take appropriate action.

**4 RESOLUTION APPROVING A PRE-ANNEXATION AGREEMENT AND AN ORDINANCE AUTHORIZING THE LAND PURCHASE FROM THE SNIDER FAMILY TRUST AND ROBERT AND HEATHER SNIDER**

Staff is requesting that the City Council adopt a Resolution approving a Pre-Annexation Agreement with Robert and Linda Snider of the Snider Family Trust and Robert Neil Snider II and Heather Snider (the Sniders) and an Ordinance authorizing the purchase of Right of Way from the Sniders and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**5 PUBLIC HEARING - CONDITIONAL USE PERMIT - TOMAS PAEZ USED CAR SALES**

The Council will hold a public hearing and will consider a request for a Conditional Use Permit for Used Car Sales in the Community Commercial (C-2) zoning district. This is .16 acres located at 115 East Main Street. The Council will take appropriate action.

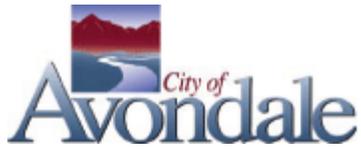
**6 ADJOURNMENT**

Respectfully submitted,



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:**  
APPROVAL OF MINUTES

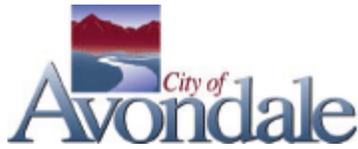
**MEETING DATE:**  
February 19, 2008

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

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# DEVELOPMENT SERVICES

**SUBJECT:**  
Final Plat - Desert Shoals Condominium Plat FP-07-6

**MEETING DATE:**  
February 19, 2008

**TO:** Mayor and Council  
**FROM:** Brian Berndt, Development Services Director (623) 333-4011  
**THROUGH:** Charlie McClendon, City Manager

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**REQUEST:** Final Plat for Desert Shoals Condominiums.

**PARCEL SIZE:** 7.31 acres

**LOCATION:** 12925 West Buckeye Road near the intersection of West Buckeye Road and Dysart Road.

**APPLICANT:** James D. Mitchel, Olea Engineering

**OWNER:** The Condos at Tres Rios, LLC

**BACKGROUND:**

The subject property is located within the Tres Rios Planned Area Development (PAD) which was approved in 2000. The PAD includes areas for both residential and commercial development. The northeast corner of the PAD allows R-4 (Multi-Family) uses (Exhibits A and B).

On September 18, 2006, the City Council approved a site plan for Desert Shoals Condominiums. The site plan included three, three-story condominium buildings, containing a total of 130 condominium units (Exhibit C and E).

**SUMMARY OF REQUEST:**

1. The applicant is proposing to subdivide the airspace within the development's three buildings to sell individual units as condominiums (Exhibit F).
2. The development will consist of 130 individual condominiums in the 3 buildings: 42 in Building A, 45 in Building B and 43 in Building C.
3. The individual condominium units will range in size from 1,215 to 1,417 square feet.

**PARTICIPATION:**

Public notification and public hearings are not required for final plats.

**PLANNING COMMISSION ACTION:**

The Planning Commission does not review final plats.

**ANALYSIS:**

1. The proposed condominium plat is consistent with the General Plan and the PAD zoning for Desert Shoals Condominiums.
2. The proposed plat is consistent with the approved site plan for Desert Shoals Condominiums.
3. The plat is in conformance with the City of Avondale Subdivision Regulations.

**RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** the proposed final plat subject to the following

stipulations:

1. The recorded plat shall be in conformance with the condominium plat date stamped January 24, 2008.
2. The Unit Owners Association shall maintain all common open space and right-of-way landscaped areas.
3. The Condominium Declaration/CC&Rs shall be recorded at the time the plat is recorded.

**PROPOSED MOTION:**

I move that the City Council **APPROVE** application FP-07-6, the final plat for Desert Shoals Condominiums subject to the three staff recommended stipulations.

**ATTACHMENTS:**

Click to download

 [FP-07-6 Exhibits](#)

**PROJECT MANAGER:**

John Vater, Planner (623) 333-4014

FP-07-6 Desert Shoals Condominium final plat  
Exhibits A-F

Exhibit A – Aerial Photo

Exhibit B – Zoning Vicinity Map

Exhibit C – Final Site Plan Approval Letter for Desert Shoals Condominiums

Exhibit D – Summary of Related Facts

Exhibit E – Approved Final Site Plan for Desert Shoals Condominiums

Exhibit F – Proposed final plat for Desert Shoals Condominiums, dated January 25, 2008

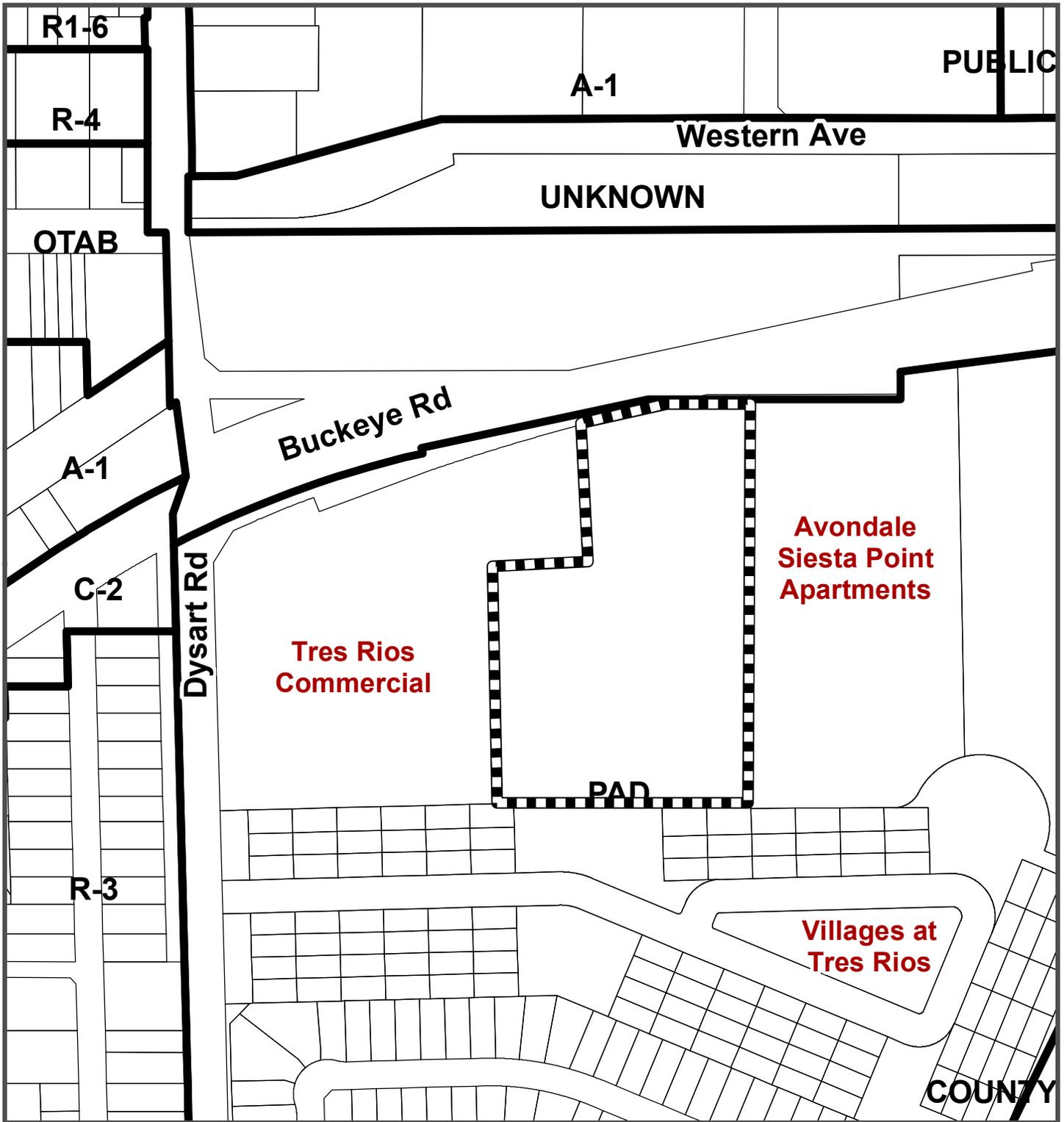


Air Photo 2007  
FP-07-6



Subject Property





**Zoning Vicinity Map  
Desert Shoals Condos At Tres Rios  
FP-07-6**



**Subject Property**





# City of Avondale

**Planning and Building Services**  
11465 W. Civic Center Drive, Suite 110  
Avondale, Arizona 85323-6806  
Phone: (623) 478-3330  
Fax: (623) 478-3824  
TDD: (623) 478-3494  
Website: [www.avondale.org](http://www.avondale.org)

September 26, 2006

Jim Mitchell  
OLEA Engineering  
11597 W Monte Vista Road  
Avondale, AZ 85232-5134

RE: Desert Shoals Condominiums  
DR-05-32 – Approval

Mr. Mitchell;

I am pleased to inform you that on September 18, 2006 the City Council approved application DR-05-32, a request for site plan approval for a 130 unit condominium development, subject to the following nine stipulations:

1. The development shall conform to the site plan, elevations, and preliminary landscape plan date stamped August 28, 2006 except as modified by the revised color elevations dated received September 18, 2006 and any other modifications required by these stipulations. The applicant shall submit full revised elevations for all four sides of all buildings and a color and materials board for staff review and approval prior to construction plan review.
2. In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the Site Plan shall expire within one year of approval if a building permit has not been issued.
3. A condominium plat shall be approved and recorded prior to the issuance of a certificate of occupancy. The plat shall include all required utility easements.
4. Final landscape plans shall be approved prior to issuance of a building permit. The final landscape plans shall include the relocation of the required landscaping outside the future travel lanes for Buckeye Road, landscaping in the excess right-of-way, and the planting of 15 additional trees within the common open space area.
5. Prior to or concurrent with recordation of a final plat, covenants, conditions and restrictions (CC&Rs) shall be recorded for the site. These CC&Rs shall address design standards for architecture, landscaping, maintenance, and cross access. A copy of the recorded CC&Rs shall be submitted to the City of Avondale Planning Division.

6. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
7. The parking canopies shall include full fascias on all sides. The lights under the covered parking canopies shall be fully recessed.
8. The developer shall provide one tot lot. The tot lot equipment shall be designed to provide a minimum of 12 activities and serve the 2-12 age group. Seating areas shall be located adjacent to the playground. All playground equipment shall be covered. The tot lot shall be shown on the final landscape plans.
9. The developer shall provide an onsite or offsite school bus stop at a location determined by the City Engineer and the Avondale Elementary School District.

Now that your site plan has been approved, the next step in the development review process is to submit final plat and final development plans.

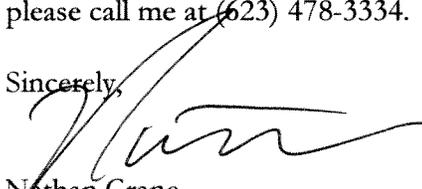
Building plans may be submitted to the Building Division. Brett Harris, (623) 478-3348, will be able to answer any questions you may have regarding building plan reviews.

Please contact Linda Herring, Engineering Plan Review Tech Aide, at (623) 478-3277 to discuss the civil plan review status.

I can be reached at (623) 478-3334 if you have any questions regarding Final Plat of Final Landscape Plans. The Final Plat and Final Landscape Plans must be reviewed and approved prior to the issuance of a building permit.

It has been a pleasure working with you on this project and if you have any questions please call me at (623) 478-3334.

Sincerely,



Nathan Crane  
City of Avondale

Enclosures:  
Master Site Plan approval stamped September 18, 2006

*SUMMARY OF RELATED FACTS  
APPLICATION FP-07-6*

<i>THE PROPERTY</i>	
PARCEL SIZE	7.31 acres
LOCATION	Southeast corner of Dysart Road and Buckeye Road
PHYSICAL CHARACTERISTICS	The property is a flat rectangular shaped parcel.
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD ( Tres Rios Landing)
ZONING HISTORY	Zoned PAD December 18, 2000.
DEVELOPMENT AGREEMENT	Development agreement approved February 4, 2002. No outstanding issues related to the development agreement.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Railroad
EAST	Multifamily Residential, zoned R-4 (Siesta Pointe Apts)
SOUTH	Single Family Residential, zoned PAD (Villages at Tres Rios Landing)
WEST	Commercial, zoned PAD (Tres Rios Commercial)

<i>GENERAL PLAN</i>	
Commercial	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Avondale Elementary School District and Agua Fria Union High School District
ELEMENTARY SCHOOL	Lattie Coor, K-6, Avondale Middle School
HIGH SCHOOL	Agua Fria Union High School

<i>STREETS</i>	
<b>Dysart Road</b>	
Classification	Arterial
Existing half street ROW	36 Feet
Standard half street ROW	40 Feet
Existing half street improvements	Two traffic lanes with half a center turn lane. Bike lane, curb, gutters, attached sidewalk, lighting and landscaping.
Standard half street improvements	Two traffic lanes with half a center turn lane. Bike lane, curb, gutters, attached sidewalk, lighting and landscaping.

<b>Buckeye Road</b>	
Classification	Road of Regional Significance
Existing half street ROW	112 feet
Standard half street ROW	65 feet
Existing half street improvements	2 traffic lanes, ½ center turn lane with median, curb, gutter, sidewalk, landscaping, bike lane, and street lights.
Standard half street improvements	3 traffic lanes, ½ center turn lane with median, curb, gutter, sidewalk, landscaping, bike lane, and street lights.

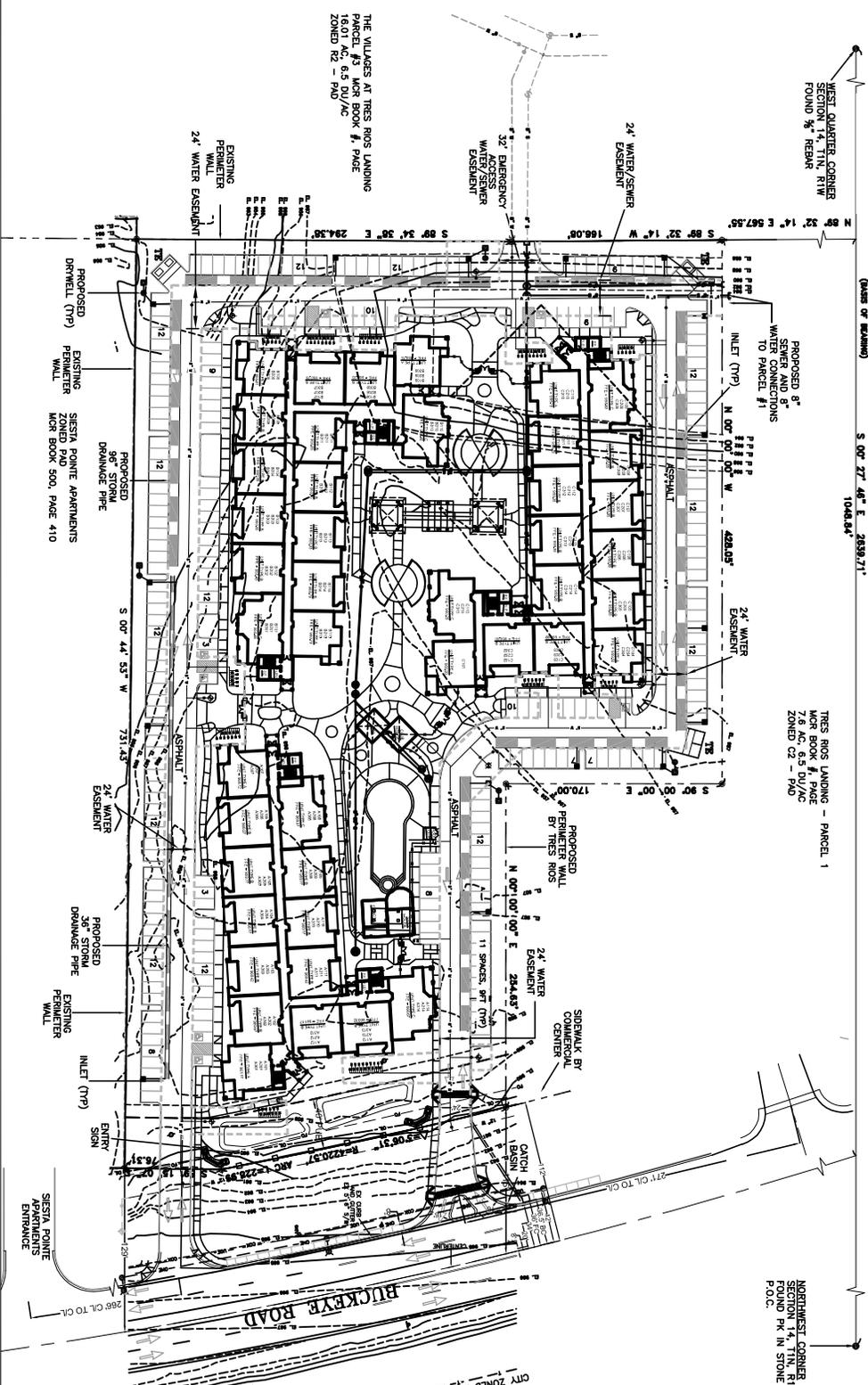
<i>Utilities</i>
<p>15” sanitary sewer runs along the east side of the site from the existing apartments to the single family residential development to the south.</p> <p>12” waterline runs along Dysart Road and another 12” waterline running through the existing apartment site.</p>



# SITE PLAN

## FOR DESERT SHOALS CONDOMINIUMS AT TRES RIOS LANDING

12925 WEST BUCKEYE ROAD  
AVONDALE, ARIZONA 85323  
A PORTION OF THE WEST HALF OF SECTION 14,  
THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA



### SITE INFORMATION TABLE

PLANNING #4 - P400	= 90 AC/AC	SITE AREA (GROSS)	= 2.31 ACRES
NUMBER UNITS	= 130 UNITS	ENTIRE SITE (GROSS)	= 6.20 ACRES
HEIGHT ALLOWANCE	= 30'-0" - 3 STORIES	ENTIRE SITE (NET)	= 318,242 S.F.
PARKING REQUIRED:		PARKING & DRIVEWAY	= 283,292 S.F.
UNIT TYPE A - 19 UNITS		BUILDING "A"	= 95,122 S.F.
UNIT TYPE B - 90 UNITS		BUILDING "B"	= 24,129 S.F.
UNIT TYPE C - 21 UNITS		POOL HOUSE	= 1,500 S.F.
UNIT TYPE D - 2 UNITS		POOL HOUSE	= 7,258 S.F.
CLUBHOUSE - 1500 SF		REQUIRED OPEN AREA	= 111,943 S.F.
WALKWAY - 130' x 2.0' CARS		PERMITTED OPEN AREA	= 27,217 S.F.
WALKWAY - 130' x 2.0' CARS		MINIMUM OPEN AREA	= 87,289 S.F.
WALKWAY - 130' x 2.0' CARS		TOTAL OPEN AREA PROVIDED	= 107,250 S.F.*
WALKWAY - 130' x 2.0' CARS		TOTAL BUILDING COVERAGE	= 41,766 SF = 0.94 AC
WALKWAY - 130' x 2.0' CARS		AGRICULTURE OPEN SPACE	= 1.11 ACRES = 40.4% AC
WALKWAY - 130' x 2.0' CARS		ALL ON & OFF SITE GRADING, DRAINAGE, UTILITIES, CURB, GUTTER & SIDEWALK, ETC. PER CITY OF AVONDALE	
WALKWAY - 130' x 2.0' CARS		PUBLIC WORKS SHALL BE PERFORMED BY A LICENSED CIVIL ENGINEER.	



**DEVELOPER**  
AVONDALE APARTMENTS  
12925 WEST BUCKEYE ROAD  
AVONDALE, ARIZONA 85323  
CONTACT: JAMES D. MITCHELL, P.E.  
PH: 623-907-2959  
FAX: 623-907-1296

**ENGINEER**  
OLEA ENGINEERING, INC.  
2225 W. MONTE VIATA ROAD  
AVONDALE, ARIZONA 85323  
CONTACT: JAMES D. MITCHELL, P.E.  
PH: 623-907-2959  
FAX: 623-907-1296

**ARCHITECT**  
GARY NELSON ARCHITECT  
12925 WEST BUCKEYE ROAD  
AVONDALE, ARIZONA 85323  
CONTACT: GARY NELSON, N.C.A.R.B.  
PH./FAX: 702-433-9832

**LANDSCAPE ARCHITECT**  
MIL & CLARK  
2225 W. MONTE VIATA ROAD  
AVONDALE, ARIZONA 85323  
PH: 623-907-1296

LEGEND	
—	CENTER LINE
---	PROPERTY LINE
---	EASEMENT
---	TELEPHONE LINE
---	FIBER OPTIC LINE
---	OIL LINE
---	OIL LINE - OVERHEAD ELECTRIC
---	ELECTRIC
---	COX COMMUNICATION LINE
---	ELECTRIC POLE
---	UTILITY POLE
---	TRASH ENCLOSURE
---	PAVING STONES
---	EXISTING WATER LINE
---	PROPOSED WATER
---	WATER EASEMENT
---	TRUCK
---	FIRE HYDRANT
---	ISOLATION VALVE
---	BACKFLOW PREVENTION
---	EXISTING SEWER LINE
---	PROPOSED SEWER
---	SEWER MANHOLE
---	SEWER CLEANOUT
---	STREET SIGN
---	STREET LIGHT
---	DRYWELL
---	UNIT NUMBER

PROJECT NO. 022-01  
SHEET 01 OF 01  
1-800-733-5248

**DESERT SHOALS CONDOMINIUMS  
AT TRES RIOS LANDING**  
12925 W. BUCKEYE RD, AVONDALE, AZ 85323

**SITE PLAN**

**OLEA Engineering**

11597 W. Monte Viata Road  
Avondale, Arizona 85323-5134  
Phone: 623-907-2959  
Fax: 623-518-4333

DRAWN BY:	DATE:	CHECKED BY:
JB	JULY 28, 2006	JB
REVISIONS		

**CONDOMINIUM PLAT  
FOR  
DESERT SHOALS CONDOMINIUMS  
AT TRES RIOS LANDING"  
BEING A PORTION OF THE NORTHWEST QUARTER OF  
SECTION 14, T.1N., R.1W., G. & S.R.B. & M.  
MARICOPA COUNTY, ARIZONA**

**HOMEOWNERS ASSOCIATION RATIFICATION**

BY THIS RATIFICATION \_\_\_\_\_ NAME \_\_\_\_\_  
DULY ELECTED \_\_\_\_\_ TITLE \_\_\_\_\_  
OF \_\_\_\_\_ HOMEOWNERS ASSOCIATION \_\_\_\_\_  
ACKNOWLEDGES THE RESPONSIBILITIES IDENTIFIED HEREON.  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ACKNOWLEDGMENT**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007,  
BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_ 2007.

**LEGEND**

- SET 1/2" REBAR W/CAP L#28719.
- OR AS NOTED
- C.E. COMMON ELEMENT
- L.C.E. LIMITED COMMON ELEMENT
- ⊙ ⊙ ⊙ THE POINTS FOR BUILDING

**DEDICATION**

AS OWNER, DOES HEREBY GRANT AND CONVEY TO THE PUBLIC, NON-EXCLUSIVE PERMANENT AND PERPETUAL CROSS EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS (BUT NOT PARKING) AND DEPOSITED HEREON FOR THE PURPOSES OF THIS INSTRUMENT, THE CROSS EASEMENTS BEING DESCRIBED IN THIS INSTRUMENT, TO THE PUBLIC, THE CROSS EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE SUCCESSORS AND ASSIGNS.

AS OWNER, \_\_\_\_\_ DATE \_\_\_\_\_

**ACKNOWLEDGMENT**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007,  
BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

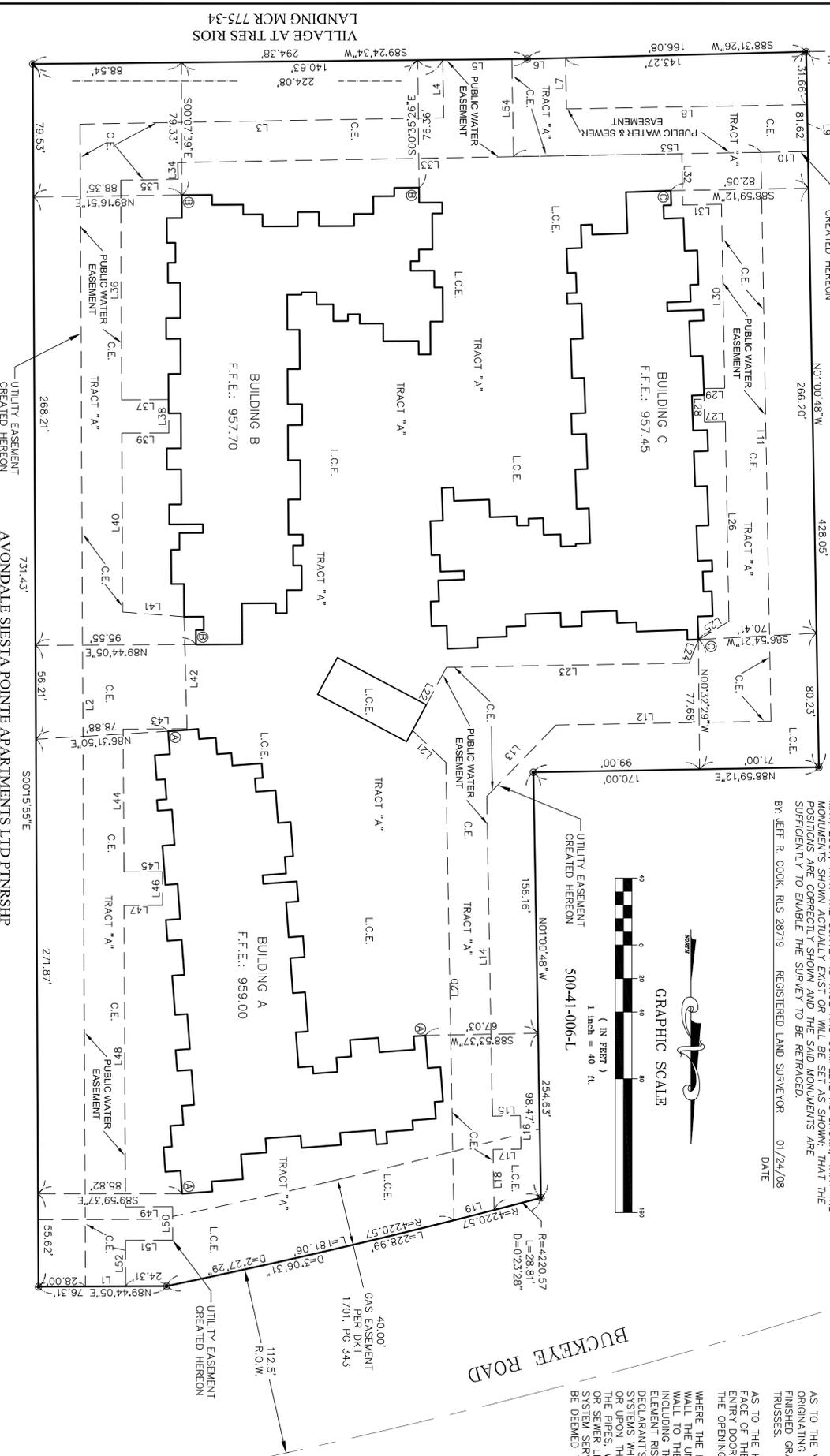
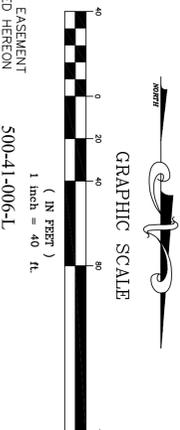
NOTARY PUBLIC DATE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_ 2007.

**CERTIFICATION:**

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTIONS DURING THE MONTH OF MAY, 2007, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THE POSITIONS ARE CORRECTLY SHOWN AND THE SAID MONUMENTS ARE SUFFICIENTLY TO ENABLE THE SURVEY TO BE RETRACED.

BY: JEFF R. COOK, RLS 28719 REGISTERED LAND SURVEYOR 01/24/08 DATE \_\_\_\_\_

**GRAPHIC SCALE**



**SURVEYOR'S NOTES**

- 1) HEREBY CERTIFY THAT THIS DRAWING IS BASED ON A SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
- 2) THE SURVEYOR HAS OBTAINED NO INFORMATION RELATING TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT OF WAY, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY OR GOVERNMENTAL AGENCY MAY REQUIRE.
- 3) USE OF THIS INFORMATION CONTAINED IN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED IS PROHIBITED UNLESS THE USER OBTAINS THE WRITTEN CONSENT OF THE SURVEYOR. WESTERN GEOMATICS SERVICES SHALL HAVE NO LIABILITY FOR ANY SUCH UNAUTHORIZED USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.
- 4) ALL TITLE INFORMATION AND THE DESCRIPTIONS SHOWN ARE BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY NORTH AMERICAN TITLE COMPANY, ESCROW/TITLE NO. AZ-05-20002312(A) DFC DATED FEBRUARY 11, 2005.

**NOTES**

ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE DESERT SHOALS CONDOMINIUMS AT TRES RIOS LANDING HOMEOWNERS ASSOCIATION.  
ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.  
ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.  
NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.  
NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.  
ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP AND INCLUDING 100 YEAR 2 HOUR STORM WITHIN 96 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.  
AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.  
ALL WALLS ARE COMMON ELEMENTS  
ALL WALLS ARE DIMENSIONED TO THE EXTERIOR FACE OF WALL. SEE BUILDING LAYOUT FOR BUILDING TIES.

**BOUNDARIES OF UNITS**

THE BOUNDARIES OF EACH UNIT SHALL INCLUDE THE SPACE ENCLOSED AND BOUNDED AS FOLLOWS:  
AS TO THE VERTICAL AIR SPACE FOR UNITS AS CALCULATED FROM THE PLANE ORIGINATING AT THE ENGINEERED BUILDING PAD ELEVATION (TOP OF INTERIOR FINISHED GRADE) EXTENDED VERTICALLY TO THE UNDER SIDE OF THE ROOF FLOORS.  
AS TO THE HORIZONTAL AIR SPACE, BY THE LINE THAT FOLLOWS THE OUTSIDE FACE OF THE EXTERIOR WALL OF THE BUILDING AND THE EXTENDS FACE OF ALL ENTRY DOOR ASSEMBLIES, INCLUDING ALL WINDOW LOCATIONS MEASURED ACROSS THE OPENING IN ALIGNMENT WITH THE EXTERIOR FACE OF THE WALL.  
WHERE THE EXTERIOR UNIT LINE INTERSECTS WITH THE INTERIOR UNIT DEMISING WALL, THE UNIT LINE SHALL CONTINUE ALONG THE CENTERLINE OF THE DEMISING WALL TO THE POINT OF INTERSECTION WITH THE EXTERIOR UNIT LINE, BUT NOT INCLUDING THE INTERIOR UNIT LINE.  
ELEVATION RISER OR EQUIPMENT ROOM OR SERVICE ENTRY, ALL AS DETERMINED BY DECLARANT'S ENGINEER, TOGETHER WITH ANY AIR CONDITIONING AND HEATING SYSTEMS WHICH EXCLUSIVELY SERVE SUCH UNIT, WHETHER LOCATED IN THE UNIT OR UPON THE COMMON ELEMENTS, PROVIDED, HOWEVER, THAT NO PORTION OF THE PIPES, WIRES, CONDUITS, DUCTS, FLUES, SHAFTS, OR PUBLIC UTILITY, WATER OR SEWER LINES SITUATED WITHIN SUCH UNIT AND FORMING PART OF ANY SYSTEM SERVING ONE OR MORE OTHER UNITS OR THE COMMON ELEMENTS SHALL BE DEEMED TO BE A PART OF A UNIT.

**PARENT PARCEL LEGAL DESCRIPTION**

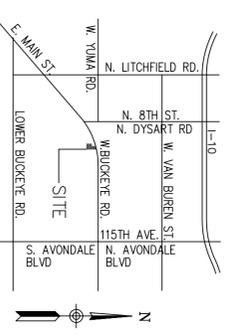
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 14, T.1N., R.1W., G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:  
COMMENCING AT A STONE MONUMENT WITH A "PK" NAIL SET IN THE TOP ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 14 FROM WHICH A 3/8" REBAR ACCEPTED AS THE WEST QUARTER CORNER THEREOF BEARS SOUTH 00 DEGREES 27 MINUTES 46 SECONDS EAST A DISTANCE OF 2639.71 FEET;  
THENCE SOUTH 00 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 10448.84;  
THENCE NORTH 89 DEGREES 32 MINUTES 14 SECONDS EAST A DISTANCE OF 56755 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 428.05 FEET;  
THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 1700.00 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 254.63 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BUCKEYE ROAD, SAID POINT BEING ON A NON-TANGENT CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 4220.57 FEET, THE CENTER OF WHICH BEARS SOUTH 13 DEGREES 52 MINUTES 21 SECONDS EAST;  
THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY LINE THROUGH AN ARC LENGTH OF 03 DEGREES 06 MINUTES 31 SECONDS AN ARC LENGTH OF 228.99 FEET TO A POINT OF TANGENCY;  
THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 89 DEGREES 15 MINUTES 07 SECONDS EAST A DISTANCE OF 60.31 FEET TO THE WEST LINE OF THE AVONDALE SIESTA APARTMENTS PROJECT AS SHOWN ON THE DEED RECORDED AS INSTRUMENT NO. 99-1083918 RECORDS OF MARICOPA COUNTY.

**APPROVAL**

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.  
MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVAL**

100 YEAR ASSURED WATER SUPPLY  
THIS ARE PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.



**VICINITY MAP**

BENCHMARK IS BRASS CAP IN HAND HOLE (MOST EASTERLY) IN THE AREA OF INTERSECTION OF DYSART ROAD AND BUCKEYE ROAD ELEVATION = 960.70 CITY OF AVONDALE DATUM.  
DATE SHOT: JUNE 14, 1999  
**DEVELOPER**  
THE CONDOS AT TRES RIOS, LLC  
2912 WEST SIERRA ST  
PHOENIX, AZ 85029  
CONTACT: LOU CASSISE  
PH. 602-548-1177  
FAX 602-662-1286  
**ENGINEER**  
OLEA ENGINEERING  
11111 AVONDALE SIESTA RD.  
AVONDALE, ARIZONA 85323  
CONTACT: JAMES D. MITCHELL, P.E.  
PH. 623-907-2999  
FAX. 623-518-4333  
**ARCHITECT**  
GARY NELSON ARCHITECT  
811 BAYMIST AVENUE  
HENDERSON, NV 89052  
CONTACT: GARY NELSON, N.C.A.R.B.  
PH./FAX 702-433-5852

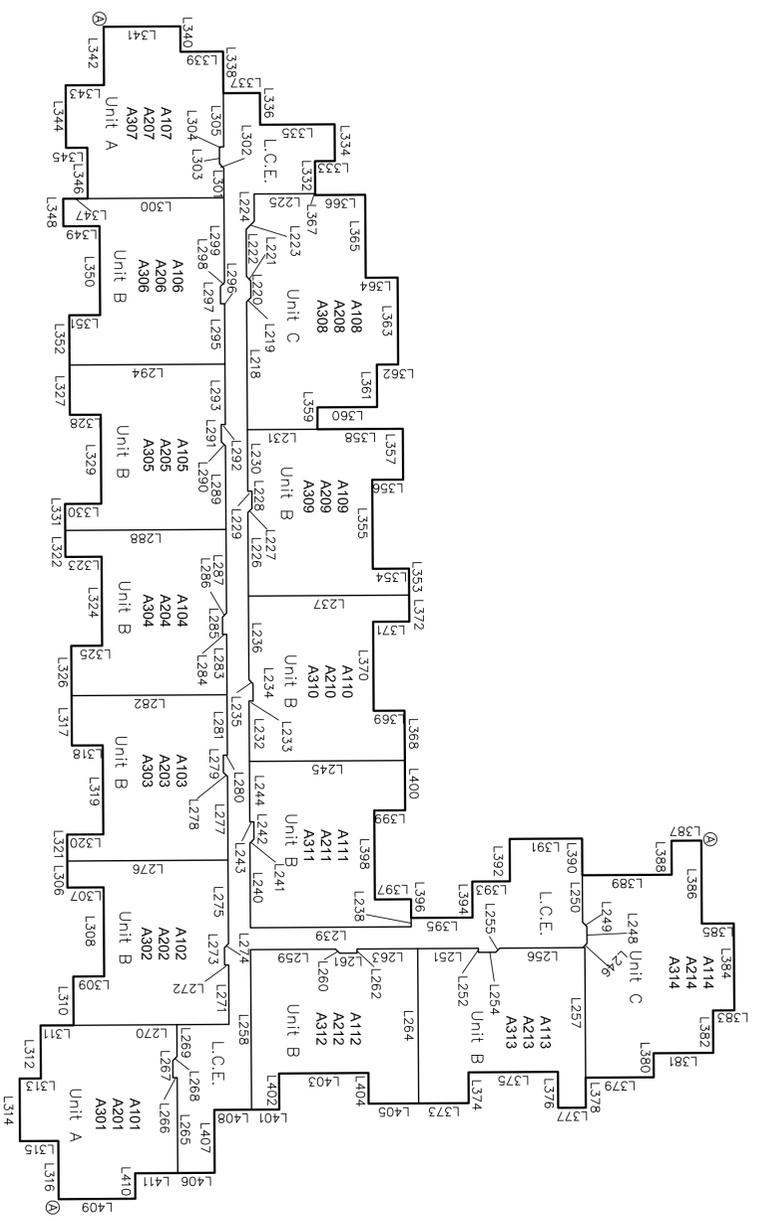
**BASIS OF BEARING**

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA CENTRAL ZONE, DETERMINED BY GPS OBSERVATIONS  
**SURVEY DATE**  
05/15/07

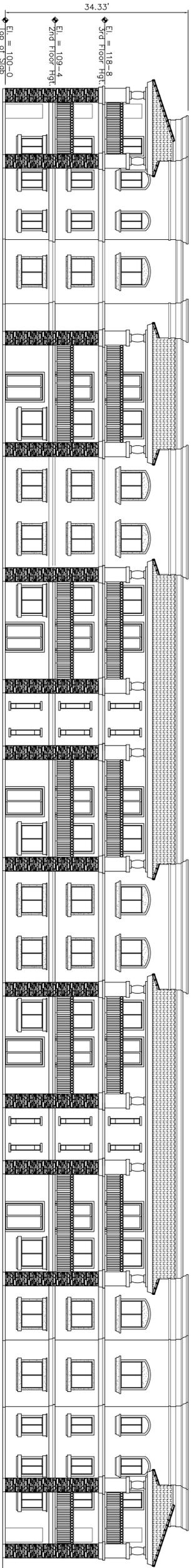


767 E. Pony Ln.  
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(480) 656-7912 office  
(480) 219-5195 fax

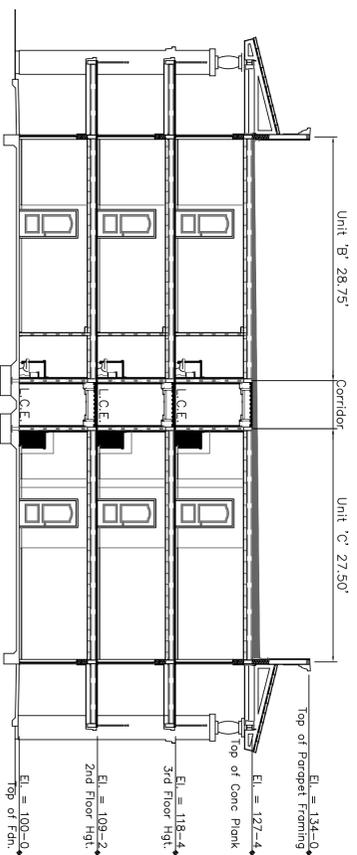
NO.	DATE	REVISIONS	BY	CHK	APP'D
0	05/22/07	REVIEW	RR	DH	JC
SCALE AS SHOWN SHEET 1 OF 5 WGS 3528					



**BUILDING A FLOOR PLAN**  
SCALE: 1"=20'



**BUILDING A ELEVATION**  
SCALE: 1"=10'

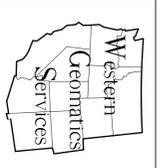


**BUILDING A TYPICAL CROSS SECTION**  
SCALE: 1"=10'

**SITE INFORMATION TABLE**

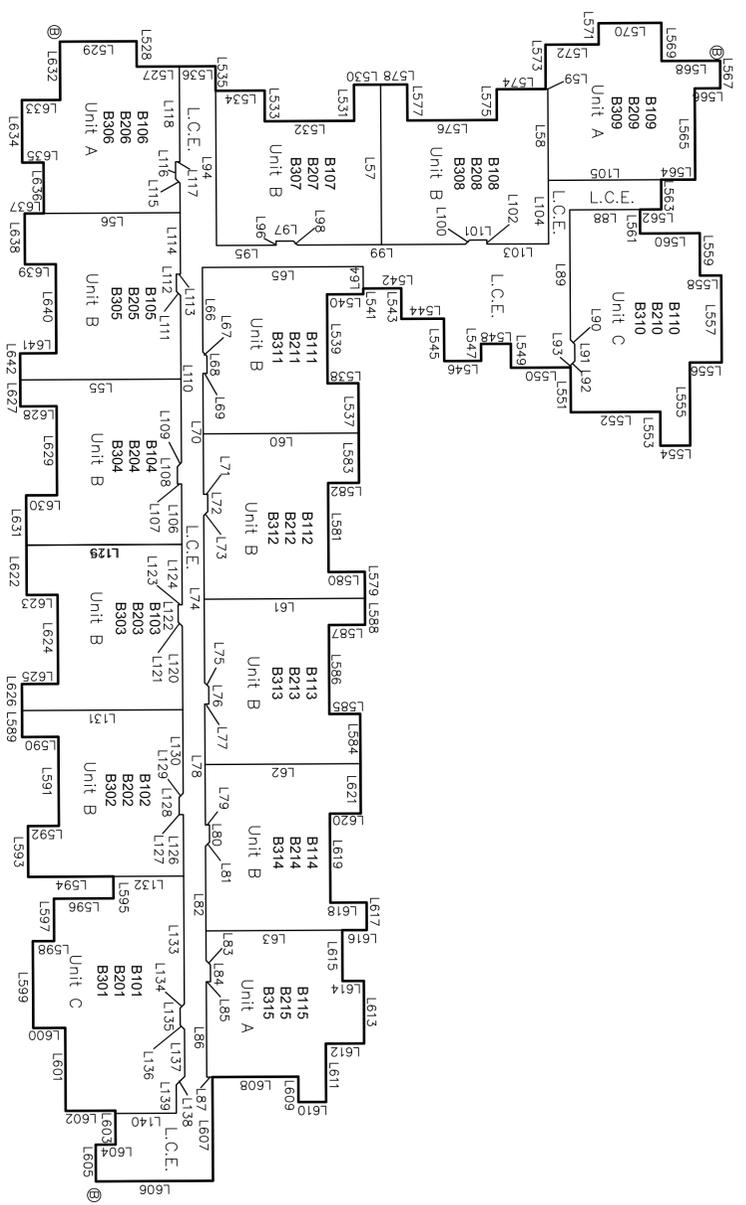
CURRENT ZONING R4 - PAD0	= 20 DU/AC.	SITE AREA (GROSS)	= 7.31 ACRES
NUMBER UNITS	= 30 UNITS	SITE AREA (NET)	= 6.50 ACRES
HEIGHT ALLOWABLE	= 30'-0" - 3 STORIES	ENTIRE SITE (GROSS)	= 318,382 S.F.
PARKING REQUIRED:		ENTIRE SITE (NET)	= 283,292 S.F.
UNIT TYPE A = 18 UNITS		PARKING & DRIVEWAY	= 95,122 S.F.
UNIT TYPE B = 90 UNITS		BUILDING "A"	= 21,339 S.F.
UNIT TYPE C = 22 UNITS		BUILDING "B"	= 22,977 S.F.
"A" & "B" UNITS (2 BEDROOMS)	= 109 x 1.75 CARS = 191	BUILDING "C"	= 23,097 S.F.
"C" UNITS (3 BEDROOMS)	= 21 x 2.0 CARS = 42	POOL HOUSE	= 1500 S.F.
VISITORS @ 1 CAR/10 UNITS	= 130 / 10	TOTAL BUILDINGS	= 68,913 S.F.
CLUBHOUSE - 1500 SF @ 1 CAR/300 SF.		REQUIRED OPEN AREA	= 111,983 S.F.
TOTAL REQUIRED	= 5	PERMETER OPEN AREA	= 27,317 S.F.
TOTAL PROVIDED	= 251 CARS	INTERIOR OPEN AREA	= 87,698 S.F.
NOTE: COVERED @ 1 CAR/UNIT	= 130 CARS		
BUILDING COVERAGE PER BUILDING = 1161 SF		TOTAL OPEN AREA PROVIDED = 115,015 S.F.*	
TOTAL BUILDING COVERAGE = 41,796 SF = 0.96 AC		* INCLUDED SIDEWALKS, PATIOS & CLUBHOUSE	
ACTIVE OPEN SPACE = 1.11 ACRES = 40.4%			

ALL ON & OFF SITE GRADING, DRAINAGE, UTILITIES, CURB, GUTTER & SIDEWALK, ETC. PER CITY OF AVONDALE PUBLIC WORKS SHALL BE PERFORMED BY A LICENSED CIVIL ENGINEER.

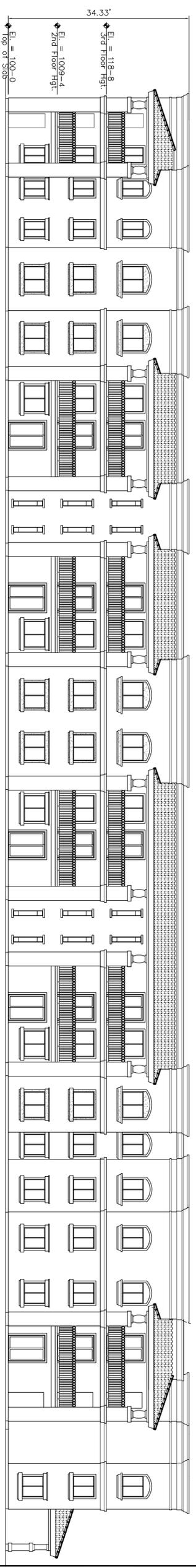


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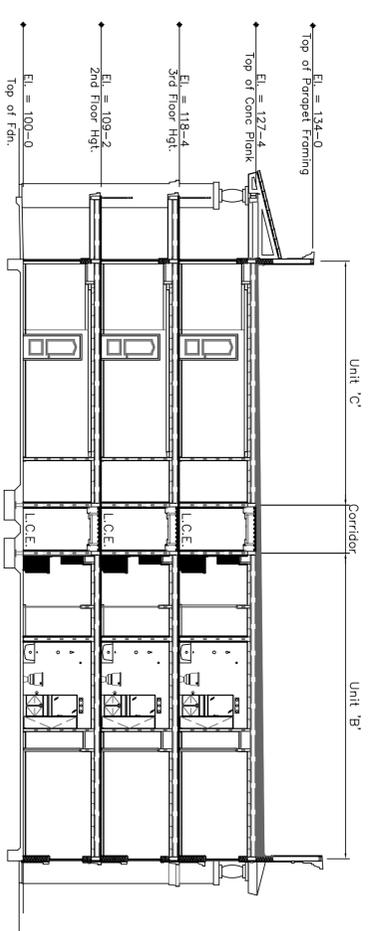
NO.	DATE	REVISIONS	RR	DH	JC
0	05/22/07	REVIEW			
SCALE AS SHOWN					
SHEET 2 OF 5					
WGS 3528					



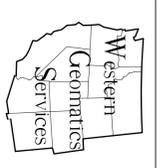
**BUILDING B FLOOR PLAN**  
SCALE: 1"=20'



**BUILDING B ELEVATION**  
SCALE: 1"=10'



**BUILDING B TYPICAL CROSS SECTION**  
SCALE: 1"=10'



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NO.	DATE	REVISIONS	BY	CHK	APP'D
0	05/22/07	REVIEW		RR	DH JC
SCALE AS SHOWN					
SHEET 3 OF 5					
WGS 3528					



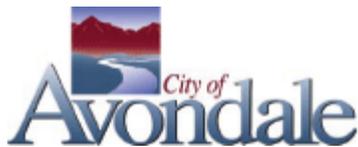
LINE	BEARING	LENGTH
L1	N89°44.05'E	24.00
L2	S00°15.55'W	695.30
L3	S88°59.12'W	216.54
L4	S01°00.48'E	34.69
L5	S89°24.34'W	41.11
L6	S88°46.41'W	32.00
L7	S01°00.48'W	30.50
L8	S88°59.12'W	145.27
L9	N01°00.48'W	28.00
L10	N88°59.12'E	28.01
L11	N01°00.51'W	340.39
L12	N88°59.12'E	128.03
L13	N4°35'12"E	59.36
L14	N01°00.48'W	191.28
L15	S88°59.12'W	16.59
L16	N01°00.48'W	20.00
L17	N88°59.12'E	16.59
L18	N01°00.48'W	36.19
L19	N75°40.21'E	24.66
L20	S01°00.48'E	273.93
L21	S46°00.48'E	21.50
L22	S28°05.41'W	42.81
L23	S88°59.12'W	144.49
L24	N21°36.19'E	14.98
L25	N58°46.31'E	21.25
L26	S01°00.51'E	119.49
L27	N88°59.12'E	12.43
L28	S01°00.48'E	20.00
L29	S88°59.12'W	12.43
L30	S01°00.51'E	109.98
L31	N88°59.12'E	23.07
L32	S01°00.48'E	30.72
L33	N88°59.12'E	300.15
L34	N01°00.48'W	9.98
L35	N88°59.12'E	34.14
L36	N00°15.95'W	131.33
L37	S89°44.05'W	28.00
L38	N00°15.95'W	20.00
L39	N89°44.05'E	106.97
L40	N00°15.95'W	36.66
L41	N85°36.26'W	67.04
L42	N01°31.03'W	38.00
L43	N89°44.05'E	85.46
L44	N00°15.95'W	23.00
L45	S89°44.05'W	20.00
L46	N00°15.95'W	180.39
L47	N89°44.05'E	28.00
L48	N00°15.95'W	28.00
L49	N00°15.95'W	28.00
L50	N89°44.05'E	28.00
L51	N89°44.05'E	28.00
L52	N00°15.95'W	147.26
L53	N88°59.12'E	38.39
L54	S01°00.48'E	38.39

LINE	BEARING	LENGTH
L55	S89°41.33'W	37.75
L56	S89°41.33'W	32.00
L57	S00°18.27'W	37.75
L58	S00°18.27'W	21.54
L59	N89°41.33'E	0.50
L60	N89°41.33'E	36.50
L61	N89°41.33'E	37.75
L62	N89°41.33'E	36.50
L63	N89°41.33'E	31.87
L64	S00°18.27'W	5.17
L65	N89°41.33'E	37.75
L66	N4°35'12"E	19.96
L67	N4°35'12"E	1.36
L68	N00°18.27'W	4.08
L69	N89°41.33'E	0.96
L70	N00°18.27'W	28.50
L71	S89°41.33'W	0.96
L72	N00°18.27'W	4.08
L73	N44°41.33'E	1.36
L74	N00°18.27'W	39.42
L75	N4°35'12"E	1.36
L76	N00°18.27'W	4.08
L77	N89°41.33'E	0.96
L78	N00°18.27'W	28.50
L79	S89°41.33'W	4.08
L80	S01°00.48'E	1.36
L81	N44°41.33'E	1.36
L82	N00°18.27'W	28.96
L83	N4°35'12"E	1.41
L84	N00°18.27'W	4.00
L85	N89°41.33'E	1.00
L86	N00°18.27'W	22.50
L87	S89°41.33'W	0.94
L88	N89°41.33'E	18.50
L89	N00°18.27'W	30.67
L90	N4°35'12"E	1.41
L91	N00°18.27'W	4.00
L92	N44°41.33'E	1.41
L93	N00°18.27'W	0.50
L94	N00°18.27'W	36.50
L95	S89°41.33'W	14.00
L96	S00°18.27'W	0.96
L97	S89°41.33'W	4.08
L98	N4°35'12"E	1.36
L99	S89°41.33'W	39.42
L100	S44°41.33'W	1.36
L101	S89°41.33'W	4.08
L102	N00°18.27'W	0.96
L103	S89°41.33'W	14.50
L104	S00°18.27'W	15.00
L105	S89°41.33'W	26.50
L106	S00°18.27'W	14.25
L107	N89°41.33'E	0.96
L108	S00°18.27'W	4.08
L109	S44°41.33'W	1.36
L110	S00°18.27'W	39.42
L111	S4°35'12"E	1.36
L112	S00°18.27'W	4.08
L113	S89°41.33'W	0.96
L114	S00°18.27'W	21.50
L115	S4°35'12"E	1.41
L116	S00°18.27'W	4.00
L117	S89°41.33'W	1.00
L118	S00°18.27'W	22.50
L119	S89°41.33'W	36.50
L120	S00°18.27'W	19.71
L121	S4°35'12"E	1.36
L122	S00°18.27'W	4.08
L123	S89°41.33'W	0.96
L124	S00°18.27'W	14.25
L125	N89°41.33'E	36.50
L126	S00°18.27'W	14.50
L127	N89°41.33'E	0.96
L128	S00°18.27'W	4.08
L129	S44°41.33'W	1.36
L130	S00°18.27'W	19.71
L131	N89°41.33'E	37.75
L132	S89°41.33'W	18.50
L133	N00°18.27'W	30.17
L134	N44°41.33'E	1.41
L135	N00°18.27'W	4.00
L136	N4°35'12"E	1.41
L137	N00°18.27'W	11.08
L138	N44°41.33'E	2.83
L139	N00°18.27'W	6.67
L140	N89°41.33'E	14.33
L141	S87°59.12'W	36.50
L142	S87°59.12'W	37.75

L143	S87°59.12'W	36.50
L144	S87°59.12'W	32.00
L145	N02°00.48'W	5.17
L146	S87°59.12'W	37.75
L147	S02°00.48'E	19.96
L148	S47°00.48'E	1.36
L149	S02°00.48'E	4.08
L150	S87°59.12'W	0.96
L151	S02°00.48'E	28.50
L152	N87°59.12'E	0.96
L153	S02°00.48'E	4.08
L154	S02°00.48'E	1.36
L155	S02°00.48'E	39.42
L156	S47°00.48'E	1.36
L157	S02°00.48'E	4.08
L158	S87°59.12'W	0.96
L159	S02°00.48'E	28.50
L160	N87°59.12'E	0.96
L161	S02°00.48'E	4.08
L162	S47°59.12'W	1.36
L163	S02°00.48'E	26.96
L164	S47°00.48'E	1.41
L165	S02°00.48'E	4.00
L166	S87°59.12'W	1.00
L167	S02°00.48'E	22.50
L168	N87°59.12'E	0.50
L169	N87°59.12'E	32.00
L170	N87°59.12'E	36.50
L171	N87°59.12'E	37.75
L172	N87°59.12'E	16.50
L173	N87°59.12'E	22.50
L174	S02°00.48'E	1.00
L175	S87°59.12'W	1.00
L176	S02°00.48'E	4.00
L177	S47°00.48'E	1.41
L178	S02°00.48'E	26.96
L179	S47°59.12'W	1.36
L180	S02°00.48'E	4.08
L181	N87°59.12'E	0.96
L182	S02°00.48'E	28.50
L183	S87°59.12'W	0.96
L184	S02°00.48'E	4.08
L185	S47°00.48'E	1.36
L186	S02°00.48'E	39.42
L187	S47°59.12'W	1.36
L188	S02°00.48'E	4.08
L189	N87°59.12'E	0.96
L190	S02°00.48'E	28.50
L191	S87°59.12'W	0.96
L192	S02°00.48'E	4.08
L193	S47°00.48'E	1.36
L194	S02°00.48'E	50.13
L195	S47°59.12'W	1.41
L196	S02°00.48'E	4.00
L197	S47°00.48'E	1.41
L198	S02°00.48'E	11.08
L199	S02°00.48'E	2.83
L200	S02°00.48'E	6.33
L201	S87°59.12'W	14.33
L202	S87°59.12'W	19.71
L203	N47°00.48'W	1.36
L204	S02°00.48'E	4.08
L205	S02°00.48'E	0.96
L206	S87°59.12'W	14.00
L207	N02°00.48'W	19.96
L208	S02°00.48'E	36.50
L209	S87°59.12'W	14.00
L210	N02°00.48'W	0.96
L211	S87°59.12'W	4.08
L212	S47°59.12'W	1.36
L213	S87°59.12'W	19.71
L214	N02°00.48'W	37.75
L215	S02°00.48'E	36.67
L216	S02°00.48'E	36.50
L217	N87°59.12'E	16.50
L218	N87°59.12'E	30.17
L219	S04°15.95'E	1.41
L220	S49°15.95'E	4.00
L221	S04°15.95'E	11.08
L222	S04°15.95'E	1.41
L223	S04°15.95'E	11.08
L224	S04°15.95'E	9.00
L225	S04°15.95'E	6.42
L226	S04°15.95'E	14.33
L227	S04°15.95'E	19.71
L228	S04°15.95'E	7.25
L229	N88°44.05'E	4.08
L230	S04°15.95'E	0.96
L231	S04°15.95'E	6.25
L232	S04°15.95'E	6.25
L233	S85°44.05'W	16.50
L234	S04°15.95'E	14.25

L233	S85°44.05'W	0.96
L234	S04°15.95'E	4.08
L235	S49°15.95'E	1.36
L236	S04°15.95'E	19.71
L237	S85°44.05'W	37.75
L238	S04°15.95'E	2.08
L239	N88°44.05'E	37.75
L240	S87°59.12'W	19.96
L241	S40°44.05'W	4.08
L242	N87°59.12'E	0.96
L243	S02°00.48'E	1.36
L244	N88°44.05'E	0.96
L245	S04°15.95'E	36.50
L246	S40°44.05'W	4.41
L247	S04°15.95'E	4.00
L248	S49°15.95'E	11.08
L249	S04°15.95'E	1.41
L250	S85°44.05'W	14.25
L251	S85°44.05'W	0.96
L252	N04°15.95'E	4.08
L253	S85°44.05'W	4.08
L254	S40°44.05'W	19.96
L255	S02°00.48'E	1.41
L256	S85°44.05'W	30.67
L257	N04°15.95'E	37.75
L258	S04°15.95'E	19.96
L259	S85°44.05'W	1.36
L260	N49°15.95'W	1.36
L261	S85°44.05'W	4.08
L262	S04°15.95'E	0.96
L263	S85°44.05'W	14.25
L264	N04°15.95'E	36.50
L265	S04°15.95'E	22.50
L266	N88°44.05'E	1.00
L267	S04°15.95'E	4.00
L268	S40°44.05'W	1.41
L269	S04°15.95'E	7.50
L270	S85°44.05'W	36.50
L271	S47°59.12'W	14.00
L272	N88°44.05'E	0.96
L273	S04°15.95'E	4.08
L274	S40°44.05'W	1.36
L275	S04°15.95'E	37.75
L276	S85°44.05'W	19.71
L277	S04°15.95'E	19.71
L278	S49°15.95'E	1.36
L279	S04°15.95'E	4.08
L280	S85°44.05'W	0.96
L281	S04°15.95'E	14.00
L282	S85°44.05'W	36.50
L283	S04°15.95'E	14.25
L284	N88°44.05'E	0.96
L285	S47°00.48'E	4.08
L286	S40°44.05'W	1.36
L287	S47°59.12'W	19.71
L288	S85°44.05'W	37.75
L289	S04°15.95'E	19.71
L290	S49°15.95'E	1.36
L291	S49°15.95'E	4.08
L292	S85°44.05'W	0.96
L293	S04°15.95'E	14.50
L294	S85°44.05'W	36.50
L295	S47°00.48'W	14.25
L296	N85°44.05'E	4.08
L297	S40°44.05'W	1.36
L298	S04°15.95'E	8.00
L299	N02°00.48'W	21.00
L300	S85°44.05'W	17.00
L301	S04°15.95'E	7.00
L302	S49°15.95'E	1.41
L303	S04°15.95'E	4.00
L304	S85°44.05'W	12.67
L305	N85°44.05'E	6.25
L306	N04°15.95'W	8.50
L307	S85°44.05'W	8.50
L308	N85°44.05'W	21.00
L309	N85°44.05'E	7.25
L310	S04°15.95'E	11.75
L311	N85°44.05'W	7.75
L312	S04°15.95'E	12.50
L313	N85°44.05'E	5.00
L314	N04°15.95'W	14.75
L315	S85°44.05'W	9.00
L316	N04°15.95'W	11.75
L317	N04°15.95'W	13.75
L318	S85°44.05'W	17.25
L319	N04°15.95'W	7.25
L320	N85°44.05'E	8.50
L321	S04°15.95'E	6.00
L322	N04°15.95'W	10.00
L323	S85°44.05'W	11.75
L324	N04°15.95'W	21.00

L325	N85°44.05'E	7.25
L326	N04°15.95'W	11.75
L327	N04°15.95'W	11.75
L328		



# CITY COUNCIL REPORT

**SUBJECT:**  
Infor Contracting Services and Annual Maintenance

**MEETING DATE:**  
February 19, 2008

**TO:** Mayor and Council  
**FROM:** Kevin Hinderleider, IT Director (623)333-5007  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting City Council approve Amendment No. 7 to the Infor Datastream 7i Asset Management agreement number AVON-005-437 for the purchase of contracting services for application configuration and annual hosting and technical support services in an amount not to exceed \$143,264.40, authorize contingency fund transfers and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City successfully implemented Infor's Datastream 7i asset management application over two years ago for tracking assets and work orders for the Water Resources Department. Staff determined that this application was suitable for similar use in several other departments this past budget year and recently concluded negotiations to implement the expansion and provide application support services over the next year. This amendment will allow implementation of this expansion and support services.

On June 1, 2007 a total of eight licenses were purchased from Infor (formally Datastream) for the use of tracking work orders and asset management. At that time the Information Technology Department intended on utilizing an internal resource to complete the configuration of the Datastream application for the following departments: Field Operations, Facilities and Engineering (traffic).

In October, 2007 the internal staff member that the Information Technology Department intended to use resigned. Between October and January 2008, the Information Technology Department explored alternatives to complete the required configuration.

**DISCUSSION:**

The Infor application, out of the box, is a standard tool that can be utilized by a number of different organizations and business units. The application was created to be flexible enough to satisfy a broad range of uses, such as manufacturing, retail, trucking, and government while still tracking individual assets and work requests. To meet the demands of individual business units it is necessary to customize specific parts of the application. The customization includes names of fields shown on a particular screen, specific queries allowed, contents of reports and specific permissions by users. The configuration of Infor's application will allow each department to track and report on information that is critical to their department.

The configuration of the Datastream application is considered to be relatively proprietary. While the tool is built on open architecture and common databases, configuration of the application takes training and understanding of the overall structure of the application. It is also necessary to understand how the overall organizational structure affects other business units. Due to this requirement, the resources available to support this application are extremely limited.

Currently within the City of Avondale, Lisa Johnson is the application specialist for the Water Resources Department. When a change to the application is necessary, she will coordinate with the support staff at Infor to make the necessary changes to insure that the application will work correctly once the changes have been

made. Due to the nature and criticality of this application the Information Technology Department reviewed our needs and determined that amending the contract with Infor provided the highest level of expertise, training and system support for this application.

The cost of making these modifications is \$87,900 including customizations for Field Operations (Pavement Management), Engineering (Traffic) and Parks and Receptions (Facilities). The cost for the annual maintenance will be \$55,364.40 for a total contract amendment of \$143,264.40.

### **BUDGETARY IMPACT:**

Funding for the proposed purchase of annual hosting and technical support services from Infor is as follows:

- \$20,000 from the Wastewater Administration - Computer Software and Licensing budget line item (503-9210-00-7085),
- \$20,000 from Water Administration - Computer Software and Licensing budget line item (501-9110-00-7085). The remaining
- \$15,364.40 will be transferred from contingency funds and transferred to the accounts as follows:
  - \$3,841 from Field Operations budget line item (201-6600-00-7085),
  - \$3,841 from Engineering budget line item (201-5925-00-7085),
  - \$7,683 from Parks and Recreation (101-5420-00-7085).

Funding for proposed purchase of contracting services for application configuration will be transferred from contingency funds to the appropriate accounts as follows:

- \$21,975 from Field Operations budget line item (201-6600-00-6180),
- \$21,975 from Engineering budget line item (201-5925-00-6180),
- \$43,950 from Parks and Recreation (101-5420-00-6180).

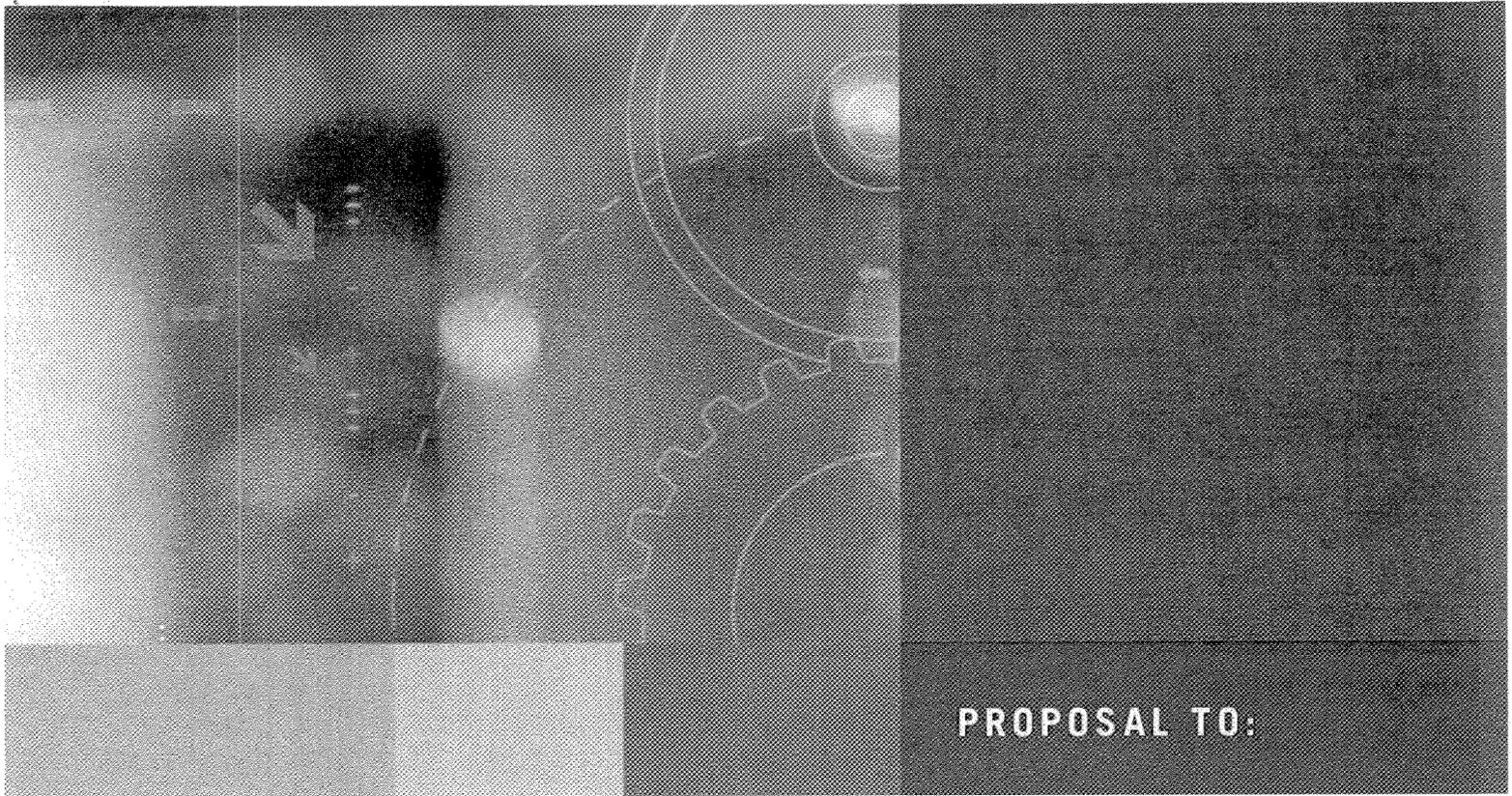
### **RECOMENDATION:**

Staff recommends that the City Council approve Amendment No. 7 to the Infor Datastream 7i Asset Management agreement number AVON-005-437 for the purchase of contracting services for application configuration and annual hosting and technical support services in an amount not to exceed \$143,264.40, authorize contingency fund transfers and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

### **ATTACHMENTS:**

Click to download

- 📄 [Ifor scope of work](#)
- 📄 [Infor Annual Maintenance](#)
- 📄 [SA](#)
- 📄 [AI](#)
- 📄 [Work Order](#)



PROPOSAL TO:

**City of Avondale**

**Infor EAM Implementation**

**Prepared by**

Scott Schmidt – Infor EAM Regional Services Manager

**Date**

December 21, 2007

## Document Control

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### Change Record

Date	Author	Version	Change Reference
12/21/2007	Scott Schmidt	1.0	Original Document

### Reviewers

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Name	Position	Date Reviewed
Scott Schmidt	Infor Services Manager	
Dennis Carpenter	Infor Account Manager	

### Distribution

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Copy	Name	Organization – Title
1	TBD	Infor Systems – Project Manager
2	Dennis Carpenter	Infor Systems – Account Manager
3	TBD	Infor Systems – Project Consultant
4	Richard Davis	Infor Systems – PSG Manager
5	Kevin Hinderleider	Client – Project Manager
6		

## **TABLE OF CONTENTS**

<b>SECTION I. Introduction .....</b>	<b>4</b>
<b>SECTION II. Pathways® Implementation Methodology .....</b>	<b>5</b>
<b>SECTION III. SOLUTION OVERVIEW .....</b>	<b>6</b>
<b>SECTION IV. City of Avondale Datastream 7i Implementation Plan .....</b>	<b>7</b>
<b>SECTION VI. ASSUMPTIONS .....</b>	<b>10</b>

## SECTION I. Introduction

Infor proposes to provide project services to the City of Avondale (**AVONDALE**) for the implementation of Datastream 7i v7.10 as the Enterprise Asset Management (EAM) system for the Field Operations, Engineering and Facilities departments. Infor will employ an implementation strategy and progressive project management approach that will monitor and ensure the City of Avondale's satisfaction throughout the course of the project.

This proposal outlines the project scope, assumptions, resources, tasks, staffing and estimated budget to implement Datastream 7i for City of Avondale. This document is built based upon preliminary discussions with City of Avondale personnel and represents a good faith service estimate based on certain assumptions. Upon agreement on final scope and cost, a detailed Implementation Services Document (ISD) and Project Gantt Chart will be created. The ISD will represent the Services Agreement between City of Avondale and Infor.

The task durations contained in this document are Infor's best estimate based on historical benchmarks of similar implementations. The work performed in support of the implementation will be billed on a time and material basis. Meaning, if opportunities do surface for Infor to accelerate the implementation process because certain tasks do not take as long as originally estimated, then we will move ahead with the subsequent tasks as we are able and the project may be delivered in less time and at less cost than was originally estimated. Should circumstances arise that result in the project tasks taking longer than anticipated or that cause previously unforeseen tasks to be required, City of Avondale will be consulted with before any out of scope work is executed.

## SECTION II. Pathways® Implementation Methodology

Using Infor's "Pathways" Methodology, Infor looks at a company's objectives (technical, financial, and internal) and then finds solutions to address each one, focusing on speed, efficiency, and effectiveness. Meeting these often complex and sometimes conflicting objectives requires close contact with clients and an ability to offer economically and technically sound strategies to implement an Infor solution.

Through Pathways, Infor implements enterprise asset management systems around each client's individual operating environment. Infor employs a unique understanding of technical systems coupled with a practical knowledge of the best maintenance practices. An integral part of Pathways includes a systematic, phased process with solution-oriented procedures. Pathways begins with planning and concludes with a final review to assess actual performance against objectives.

As a project methodology, Pathways utilizes a phased approach to deliver a successful implementation by:

- Communicating, setting, and meeting expectations
- Accepting deliverables
- Focusing on time and budget requirements

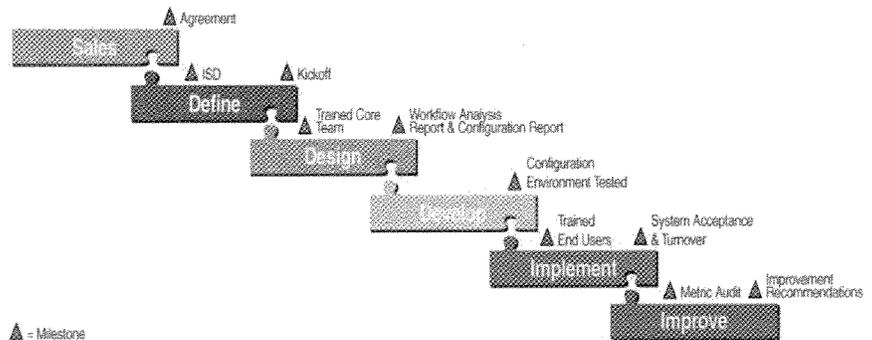
This methodology provides a standard sequence for the tasks involved in every project—whether the project is simple or complex. Pathways guides the project management team through a client-focused, six-phase project lifecycle with corresponding activities to ensure that all critical functions are addressed and project deliverables are provided.

Infor's Pathways Project Implementation Methodology has six major phases: Sales, Define, Design, Develop, Implement, and Improve.

In the first three phases, Infor helps customers assess their asset management needs, determine what their asset management system will accomplish, and create and refine an outline for implementation.

During the final three phases, Infor and the client core-team train users, refine workflow configuration, and implement the software.

After three months, a Pathways project manager returns to conduct an audit measuring the performance of the software and to make improvement recommendations. Pathways facilitate the success of a project by providing a repeatable, scalable project management process for implementing Infor applications and services. With a global installations base and a client list that includes over 60% of the Fortune 500, Infor has the experience, the qualifications, and the resources to deliver a services plan that meets expectations and leads to a tangible return on investment.



## SECTION III. SOLUTION OVERVIEW

In the time Infor spent with City of Avondale to collect information regarding this implementation, the project objective and goals were clarified. The Project Objective is a summary statement regarding the purpose of the project, and the goals are primary targets that will demonstrate the achievement of the objective.

### **Objective**

Implement Infor's Datastream 7i v7.10 (Extended) for City of Avondale Field Operations, Engineering and Facilities departments.

### **Goals**

- Deploy a solution that is designed and managed by City of Avondale which is able to be deployed over many of AVONDALE's departments and locations using a single database.
- Provide a Computerized Maintenance Management System (CMMS) solution that is easy to use and able to be deployed to various user-levels

For City of Avondale, the services proposed by Infor are for the implementation of Datastream 7i v7.10.

Detailed implementation task plans have been included in the subsequent sections. Please note that this proposal only covers the implementation services component of the Infor solution. The Corporate Sales Representative will be providing the costs for the software component (if required).

## SECTION IV. City of Avondale Datastream 7i Implementation Plan

Listed below are all of the tasks and their approximate sequence for the implementation of Datastream 7i. Please note that the tasks and their durations are estimates based on preliminary discussions with City of Avondale. Upon agreement on final scope and cost, a detailed Implementation Services Document (ISD) and Project Gantt Chart will be created. The ISD will represent the Services Agreement between City of Avondale and Infor.

Tasks	Resource	Duration/Days	Unit Cost	Extended Cost
<b>Define</b>				
Implementation Services Document Development	Project Manager	3	\$1,700.00	\$5,100
Kickoff/Alignment Meeting	Project Manager	1	\$1,700.00	\$1,700
<b>Define Subtotal</b>		<b>4</b>		<b>\$6,800</b>
<b>Design</b>				
Business Process Review	Application Consultant	4	\$1,600.00	\$6,400
Core Team Training	Application Consultant	5	\$1,600.00	\$8,000
System Planning	Application Consultant	4	\$1,600.00	\$6,400
Document Configuration	Application Consultant	2	\$1,600.00	\$3,200
Project Management	Project Manager	4	\$1,700.00	\$6,800
<b>Design Subtotal</b>		<b>19</b>		<b>\$30,800</b>
<b>Develop</b>				
Initial Configuration	Application Consultant	3	\$1,600.00	\$4,800
Data Gathering & Formatting	Application Consultant	5	\$1,600.00	\$8,000
Data Upload	Application Consultant	5	\$1,600.00	\$8,000
Final Configuration & Documentation Update	Application Consultant	1	\$1,600.00	\$1,600
Project Management	Project Manager	4	\$1,700.00	\$6,800
<b>Develop Subtotal</b>		<b>18</b>		<b>\$29,200</b>
<b>Implement</b>				
End User Training	Application Consultant	5	\$1,600.00	\$8,000
7i Startup Assistance	Application Consultant	5	\$1,600.00	\$8,000
Project Management	Project Manager	3	\$1,700.00	\$5,100
<b>Implement Subtotal</b>		<b>13</b>		<b>\$21,100</b>
<b>Project Totals</b>		<b>54</b>		<b>\$87,900</b>

## SECTION V. TASK DESCRIPTIONS

Task/Phase	Task Description
<b>Define</b>	
Implementation Services Document Development	Project scope development is performed to clarify the needs and objectives of the customer. Personnel with experience with multiple customers in various industries perform this task and recommend feasible solutions. The deliverable from this session is documentation containing an understanding of customer needs, recommended implementation plan, associated costs, and pertinent assumptions. Understanding the requirements and developing a mutually agreed upon project plan are critical to the overall success of the implementation. With documentation of these events and of the implementation to follow, the project manager creates an Implementation Services Document (ISD), which serves to identify each task in the project and outline responsibilities of both the customer and of Infor.
Kickoff/Alignment Meeting	Once an agreement is reached to move forward with the implementation, a Infor Project Manager is assigned and is responsible for leading this critical task element. This task is focused on getting all applicable parties together to review the contract and ensure that each party is 100% aligned on expectations. Following that, a kick-off meeting is held with site personnel to advise of the upcoming project.
<b>Design</b>	
Business Process Review	The initial business process review provides the Infor consultant with a detailed look into the everyday processes driven by the customer. The primary objective of this task is for Infor to review and understand how the customer conducts business. The Infor consultant goes through the product and molds ideas so that they either fit current processes or facilitate changes when appropriate. After establishing a dialogue regarding business processes, the Infor consultant prepares the training environment of the installation for the Core Team Training task by setting up some basic, high-level system information. The deliverables from this task are an understanding of existing "as-is" business processes, as they apply to Infor EAM, and the identification of any processes that may benefit from changes during the implementation.
Core Team Training	Core team training is one of the more important tasks undertaken in the implementation, as it serves to introduce, at a high level, the customer's core team of personnel to the specific operation of the Infor EAM product. This training is focused on the customer's existing processes as made available during the Initial Business Process Review. The modules applicable to the customer implementation are covered here and the deliverable is a team empowered to make informed decisions in upcoming project steps. This training is for exposure only and not meant to completely train users on all system aspects.
System Planning	As an extension of the initial business process review, this session focuses on defining "to-be" processes and how the customer sees them fitting into Infor EAM based on the knowledge received during core team training. Also, decisions are made concerning data formats and structures for ongoing data entry, including numbering schemes, look-up table values, etc. The deliverables from this task are documentation of high-level business flow, as it should be applied to the software, and a document outlining data structure decisions made. This serves as the basis for how the software is configured to match those business processes. This also serves as a catalyst for any process changes that need to be made based on knowing how the software handles particular scenarios.
Document Configuration	Prior to the actual configuration of the software, Infor and the customer core team determine how the system must be configured to meet customer requirements. Decisions during this task include all Infor EAM installation code settings, user group definition, and overall security decisions. The deliverables from this task include a draft security matrix and key decisions on how to configure Infor EAM.
<b>Develop</b>	

Task/Phase	Task Description
Initial Configuration	The object of this task is to take what has been decided in the business process review and configuration design sessions and apply those decisions to the product. In this task, the necessary user groups and their respective business flows are created in the system and documented accordingly. All of these settings are made in the TRAINING database, allowing the customer to review and test accordingly and ensuring that the setup will facilitate efficient business operations. All settings are made within the standard functionality of the product. The deliverable from this task is a TRAINING system configured to match, as nearly as possible, the business processes and security matrix defined during previous project tasks. In addition, version 1.0 of the configuration document will be created and will serve as the basis for future changes to the configuration.
Data Gathering & Formatting	The Infor Lead Consultant will assist with identifying data that can be loaded using the Datastream 7i Upload Utility. He/She will also assist with formatting of spreadsheets to capture the data.
Data Upload	The Infor Lead consultant will assist the client with the upload of data to Datastream 7i (collected in the Data Gathering and Formatting task). Data will be uploaded using the Datastream 7i Upload Utility.
Final Configuration and Documentation Update	The Infor Lead Consultant will make all changes to the configuration that were identified during the Configuration/Procedural Testing task (performed by client). The Consultant will also update the Configuration Document to incorporate changes that are made.
<b>Implement</b>	
End User Training	This task extends necessary training to end users of the system. End user training can be scheduled so that specific user groups (i.e., admin groups, work groups, purchasing groups) can be trained together at specified times if full system exposure is not needed. Infor works with the customer personnel to identify what type of training program is required. The deliverable from this task is trained end users as identified by the customer team. Infor recommends limiting training sessions to 20 people or less per week.
Infor EAM Startup Assistance	During the startup of the system, Infor is on-site to provide necessary assistance to end users as questions and issues arise and generally assist with the transition to the new software and processes. Traditionally, this is one of the most intense times of the implementation, and Infor has found that our presence on-site is extremely valuable to the end user base. The deliverable from this task is an increased sense of system security and user confidence.
<b>Project Management Services</b>	
Project Management	Project Management is the service that ties all of the aforementioned activities together and serves as the central focus for customer success. The Project Manager assigned to the customer implementation is responsible for all planning, scheduling, budget management, issue reporting, status reporting, resource coordination (both customer and Infor), and issue resolutions related to the project. In short, the project manager is fully responsible for the success of the project and is accountable within Infor all the way to the CEO for successful delivery of services. Infor Project Managers are the senior most members of the staff, either through tenure, experience, or both, and possess extensive knowledge and experience in leading implementations of Infor software in a wide variety of organizations.

## SECTION VI. ASSUMPTIONS

**Task #    The following is the list of assumptions made for the implementation proposal.**

1. The costs and durations contained in the proposal are estimates based on preliminary discussions with City of Avondale personnel. Upon agreement on final scope and cost, a detailed Implementation Services Document (ISD) and Project Gantt Chart will be created. The ISD will represent the Services Agreement between City of Avondale and Infor.
2. The discounted daily rate for Infor EAM Professional Services personnel is as follows:
  - Project Manager: \$1,700/day
  - Application Consultant: \$1,600/day
3. The work performed in support of the implementation will be billed on a time and material basis. Meaning, if opportunities do surface for Infor to accelerate the implementation process because certain tasks do not take as long as originally estimated, then we will move ahead with the subsequent tasks as we are able and the project may be delivered in less time and at less cost than was originally estimated. Should circumstances arise that may cause the project tasks to take longer than anticipated or that cause previously unforeseen tasks to be required, City of Avondale will be consulted with before any out of scope work is executed.
4. The Core Project Team will be comprised of personnel from all functions to ensure that the system configuration and to-be system processes meet the needs of the entire organization.
5. City of Avondale Information Technology Resources will be available to assist with the implementation for the duration of the project.
6. A dedicated City of Avondale Project Manager will be assigned to the project to work collaboratively with the Infor project team.
7. No specific dates have been agreed upon for this implementation. Specific dates will be designated by the Infor and City of Avondale Project team once the scope is confirmed.
8. All work is estimated based on an eight-hour workday for both on-site and off-site tasks. Once the project begins, an alternate work schedule can be made with the approval of the Infor EAM Project Manager if a customer so desires. For example, some customers prefer to work four 10-hour days instead of a normal schedule. Requests for a unique work schedule such as this will need to be approved by the Infor Project Manager.
9. City of Avondale will have proper hardware and infrastructure in place before installation task. A failure of on-site task readiness on the part of City of Avondale that impacts the completion of Infor activities could cause delays in the overall project duration.

10. Travel costs for Infor personnel are not included in this estimate.
11. An Infor Project Manager will be engaged during the implementation of this project and involved up until the Project Closeout. Costs for Project Management services are calculated at approximately 30% of the total services cost (before Project Management costs are included)
12. Please note: these estimates do not include the costs for the integration of Infor EAM with any third party applications, except where specified in this document. Further detail would be required in order to estimate this scope of work.
13. Module configuration in this implementation includes: Administration (Security), Equipment, PM's & Work Management, Inventory Management and Purchasing.
14. Modules not included in this implementation are Projects, Calibrations, Risk Based Inspections, Inspections, VMRS Codes & Fleet Management, GIS, Databridge.

December 19, 2007

City of Avondale – Customer #93332  
Lisa Johnson  
1465 W Civic Center Drive  
Avondale, AZ 85323

Dear Lisa,

**Important – Hosting and TechSupport Services Renewal Notice**

Thank you for being a valued Infor customer. We sincerely appreciate your business. In accordance with the terms and conditions of your existing license and hosting services agreement, I am sending this letter to inform you that your Hosting/TechSupport is coming due to expire on November 17, 2007!

**You should act immediately to avoid reinstatement fees**

Please return the following Agreement with an authorized signature and payment as soon as possible so there will not be an interruption in your services. Depending on the laws of your state, your order may be subject to sales tax.

**Datastream 7i with 18 Concurrent Seats, 3 Mobile Named Seats, GIS Module & Web Services Toolkit**  
**12 month period                      \$55,364.40**

Infor is proud to continue our relationship with City of Avondale. We look forward to assisting your company and providing you with valuable software support and hosting services. Please forward this information along to the appropriate person if it has reached you in error or let me know the correct contact. If you have any questions or concerns, I want to listen. Contact me at 800-955-6775 ext. 5219 or fax me at 864-422-5000.

Sincerely,



Kelly Bergfalk  
Senior Support Account Manager  
kelly.bergfalk@infor.com

**Hosting Services and TechSupport Renewal Agreement**

**Agreement No.: AVON-005-437**

This Amendment to the License and Hosting Services Agreement dated November 2003, (the "Agreement"), by and between **Datastream Systems, Inc.** (now known as Infor Global Solutions (Michigan), Inc.) (hereinafter "**Infor**") and **City of Avondale** ("**Customer**") is entered into as of the last date of signature indicated below.

**WHEREAS**, Infor and Customer entered into that certain Agreement ("Agreement") wherein Infor, possessing certain rights in a data processing software package referred to herein as the "Product" granted Customer a non-exclusive license to use the Product; and

**Now Therefore**, the parties agree to amend the Agreement as follows:

1. The above recitals and the Agreement are incorporated herein as if restated in their entirety.
2. Infor shall continue to perform the Hosting and TechSupport services for 12 additional calendar months, expiring November 17, 2008. Customer shall pay Infor the amount of **\$55,364.40** upon execution of this Contract.

<b>Datastream 7i Support</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Prorated to expire 11/17/08</b>	<b>Duration</b>
Concurrent seats	8	\$1,599.80	\$12,798.40	\$12,798.40	11/18/07 - 11/17/08
Web Services Toolkit	1	\$6,000.00	\$6,000.00	\$6,000.00	11/18/07 - 11/17/08
Concurrent seats	5	\$1,600.00	\$8,000.00	\$8,000.00	11/18/07 - 11/17/08
Concurrent seats	5	\$1,600.00	\$8,000.00	\$3,666.67	5/31/08 - 11/17/08
Mobile named seats	3	\$213.13	\$639.39	\$293.05	5/31/08 - 11/17/08
GIS	1	\$3,240.00	\$3,240.00	\$1,485.00	5/31/08 - 11/17/08
<b>Datastream 7i Hosting</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Prorated to expire 11/17/08</b>	<b>Duration</b>
Concurrent seats	8	\$1,524.00	\$12,192.00	\$12,192.00	11/18/07 - 11/17/08
Concurrent seats	5	\$1,428.00	\$7,140.00	\$7,140.00	11/18/07 - 11/17/08
Concurrent seats	5	\$1,428.00	\$7,140.00	\$3,272.50	5/31/08 - 11/17/08
Mobile named seat	3	\$375.84	\$1,127.52	\$516.78	5/31/08 - 11/17/08
<b>Total Hosting &amp; Support</b>				<b>\$55,364.40</b>	

3. Except as provided in this Agreement, all other terms and conditions contained in the License and Hosting Services Agreement shall remain in full force and effect.

This Agreement becomes effective upon signing by both parties' duly authorized representatives.

<b>Infor Global Solutions (Michigan), Inc</b>	<b>City of Avondale</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Address: 50 Datastream Plaza	Address:
Greenville, SC 29605	
Phone: (864) 422-5001	Phone:
Fax: (864) 422-5000	Fax:



## SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the "Services Agreement") is made between **Infor Global Solutions (Michigan) Inc.** ("Infor") and **The City of Avondale** ("Licensee") as of the Effective Date. The parties agree as follows:

### 1. Definitions.

(a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) "**Discloser**" means the party providing Confidential Information to the Recipient.

(d) "**Effective Date**" means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) "**Equipment**" means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(g) "**Licensed Software**" means the computer software programs licensed by Infor or its Affiliate to Licensee.

(h) "**Recipient**" means the party receiving Confidential Information of the Discloser.

(i) "**Residual Knowledge**" means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(j) "**Services**" means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) "**Work Order**" has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

### 2. Services.

(a) **Work Orders.** Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a "**Work Order**"). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. At Licensee's request, the Work Order may include an estimate of charges for the Services, but such estimate shall not be binding on Infor or convert the Work Order into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Infor's current rates applicable to Licensee (i.e., the rates applicable to Licensee as of the effective date of the Work Order) for the resources specified; and (iii) to the extent that Infor raises the rates charged for Services during the course of a project, Licensee shall be required to pay Infor at the increased rates. Infor is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if Infor performs Services at the direction of Licensee and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Infor's then-current rates for such Services shall apply. Infor may provide Services through its third-party contractors ("**Contractors**"), but, in all such cases, Infor will remain subject to the obligations hereunder.

(b) **Conditions On Providing Services.** Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("**Work Product**"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations.

(c) **Scheduling and Cancellation of Scheduled Services.** In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within

this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.

### **3. Payment and Taxes.**

(a) Payment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Services and applicable charges on a bi-weekly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee will also reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Services under this Services Agreement, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for all charges incurred in connection with accessing Equipment, if any. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Services Agreement, and any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Work Order. In each instance, Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof.

### **4. Limited Warranty and Disclaimer of Warranties.**

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu of all other warranties. **INFOR MAKES NO OTHER**

**WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

**(c) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

**5. Confidential Information.** Except as otherwise permitted under this Services Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Services Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

### **6. Term and Termination.**

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Services Agreement (including all Work Orders hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Services Agreement (including all Work Orders hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the other party under the terms of this Services Agreement for all Services rendered through the effective date of such termination.

(c) **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Services Agreement.

(d) **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

**7. Notices.** All notices and other communications required or permitted under this Services Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Services Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of this Services Agreement to Infor, Attention: General Counsel, 13560 Morris Road, Suite 4100, Alpharetta, GA, 30004, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

**8. Force Majeure.** Except with respect to the payment of fees under this Services Agreement or a Work Order, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

**9. Assignment.** Licensee may not assign or transfer any of its rights or obligations under this Services Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Services Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

**10. No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Services Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

**11. Choice of Law; Severability.** This Services Agreement will be governed by and construed under the laws of the State of New York, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services Agreement will remain in full force and effect. The

United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

## **12. LIMITATIONS OF LIABILITY.**

**(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER.**

**(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**13. Compliance With Laws.** Licensee will comply with all laws, rules and regulations applicable to the use of the Services and the Work Product.

**14. Non-Solicitation of Employees.** During the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly worked on the Services project at Licensee's location (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

**15. Entire Agreement.** This Services Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Services Agreement does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Services

Agreement and all Work Orders may be signed in counterparts.

THE PARTIES have executed this Services Agreement through the signatures of their respective authorized representatives.

Effective Date: \_\_\_\_\_

**Infor Global Solutions**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**LICENSEE: City of Avondale**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**AMENDMENT NO. 1  
TO  
SOFTWARE SERVICES AGREEMENT  
BETWEEN  
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.  
AND  
THE CITY OF AVONDALE, ARIZONA**

This Amendment No. 1 (“Amendment”), effective as of \_\_\_\_\_, is hereby made a part of and incorporated into the Software Services Agreement by and between **Infor Global Solutions (Michigan), Inc.** (“Infor”) and **The City of Avondale, Arizona** (“Licensee”), with an Effective Date of \_\_\_\_\_, (the “Agreement”). In the event that any provision of this Amendment and any provision of the Agreement is inconsistent or conflicting, the inconsistent or conflicting provision of this Amendment shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement. Any terms not otherwise defined herein shall have the meanings as ascribed to them in the Agreement.

**Conflict of Interest.**

The Agreement and any Work Order are subject to the provisions of Arizona Rev. Stat. Section 38-511. Licensee may cancel the Agreement or any Work Order without penalty or further obligations by Licensee or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement or any Work Order on behalf of Licensee or any of its departments or agencies is, at any time while the Agreement or any Work Order or any extension thereof is in effect, an employee of any other party to the Agreement or any Work Order in any capacity or a consultant to any other party of the Agreement or any Work Order with respect to the subject matter of the Agreement or any Work Order.

**11. Choice of Law; Severability.**

In the 3<sup>rd</sup> line, delete “New York” and replace with “Arizona”.

The parties certify by their undersigned authorized agents that they have read this Amendment and the Agreement heretofore referenced and agree to be bound by their terms and conditions.

**Infor Global Solutions (Michigan), Inc.**

**The City of Avondale, Arizona**

By \_\_\_\_\_

By \_\_\_\_\_

Name Printed \_\_\_\_\_

Name Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**SERVICES WORK ORDER**

This Services Work Order ("Work Order") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between Infor Global Solutions (Michigan) Inc. ("Infor") and The City of Avondale ("Licensee") with an Effective Date of \_\_\_\_\_ (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement. This Work Order may also constitute an "Engagement Authorization" as such term may be used in the Services Agreement.

Effective date of this Work Order: \_\_\_\_\_

Work Order Number: \_\_\_\_\_

Prepared By: Scott Schmidt

Approved By: Scott Schmidt, Regional Services Manager

Project Name:	Implement Datastream 7i v7.10			
Objective:	Facilitate the implementation of Datastream 7i v7.10 as the Enterprise Asset Management (EAM) system for the Field Operations, Engineering and Facilities departments for City of Avondale.			
Project Scope				
Facilitate the implementation of additional City of Avondale departments. This will include implementation of: Base Module and Security Configuration, Asset Management, Work Management, Inventory Management and Purchasing.				
Project Deliverables				
<b>Tasks</b>	<b>Resource</b>	<b>Duration/Days</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
<b>Define</b>				
Implementation Services Document Development	Project Manager	3	\$1,700.00	\$5,100
Kickoff/Alignment Meeting	Project Manager	1	\$1,700.00	\$1,700
<b>Define Subtotal</b>		<b>4</b>		<b>\$6,800</b>
<b>Design</b>				
Business Process Review	Application Consultant	4	\$1,600.00	\$6,400
Core Team Training	Application Consultant	5	\$1,600.00	\$8,000
System Planning	Application Consultant	4	\$1,600.00	\$6,400
Document Configuration	Application Consultant	2	\$1,600.00	\$3,200
Project Management	Project Manager	4	\$1,700.00	\$6,800
<b>Design Subtotal</b>		<b>19</b>		<b>\$30,800</b>
<b>Develop</b>				
Initial Configuration	Application Consultant	3	\$1,600.00	\$4,800
Data Gathering & Formatting	Application Consultant	5	\$1,600.00	\$8,000
Data Upload	Application Consultant	5	\$1,600.00	\$8,000
Final Configuration & Documentation Update	Application Consultant	1	\$1,600.00	\$1,600
Project Management	Project Manager	4	\$1,700.00	\$6,800
<b>Develop Subtotal</b>		<b>18</b>		<b>\$29,200</b>
<b>Implement</b>				
End User Training	Application Consultant	5	\$1,600.00	\$8,000
7i Startup Assistance	Application Consultant	5	\$1,600.00	\$8,000
Project Management	Project Manager	3	\$1,700.00	\$5,100
<b>Implement Subtotal</b>		<b>13</b>		<b>\$21,100</b>
<b>Project Totals</b>		<b>54</b>		<b>\$87,900</b>
Project Assumptions				
1. The costs and durations contained in this SWO are estimates based on preliminary discussions with City of Avondale personnel. Upon agreement on final scope and cost, a detailed Implementation Services Document (ISD) and Project Gantt Chart will be created. The ISD will represent the Services				

- Agreement between the City of Avondale and Infor.
2. The discounted daily rate for Infor EAM Professional Services personnel is as follows:
    - Project Manager: \$1,700/day
    - Application Consultant: \$1,600/day
  3. The work performed in support of the implementation will be billed on a time and material basis. Meaning, if opportunities do surface for Infor to accelerate the implementation process because certain tasks do not take as long as originally estimated, then we will move ahead with the subsequent tasks as we are able and the project may be delivered in less time and at less cost than was originally estimated. Should circumstances arise that may cause the project tasks to take longer than anticipated or that cause previously unforeseen tasks to be required, the City of Avondale will be consulted with before any out of scope work is executed.
  4. The Core Project Team will be comprised of personnel from all functions to ensure that the system configuration and to-be processes meet the needs of the entire organization.
  5. City of Avondale Information Technology resources will be available to assist with the implementation for the duration of the project.
  6. A dedicated City of Avondale Project Manager will be assigned to the project to work collaboratively with the Infor project team.
  7. No specific dates have been agreed upon for this implementation. Specific dates will be designated by the Infor and City of Avondale project team once the scope is confirmed.
  8. All work is estimated based on an eight-hour workday for both on-site and off-site tasks. Once the project begins, and alternate work schedule can be made with the approval of the Infor Project Manager if a customer so desires. For example, some customers prefer to work four 10-hour days instead of a normal schedule. Requests for a unique work schedule such as this will need to be approved by the Infor Project Manager.
  9. City of Avondale will have proper hardware and infrastructure in place before commencement of the implementation. A failure of on-site task readiness on the part of the City of Avondale that impacts the completion of Infor activities could cause delays in the overall project duration.
  10. Travel costs for Infor personnel are not included in this estimate.
  11. An Infor Project Manager will be engaged during the implementation of this project and involved up until the Project Closeout. Costs for Project Management services are calculated at approximately 30% of the total services cost (before Project Management costs are included).
  12. Please note: these estimates do not include the costs for integration of Infor EAM with any third party applications. Further detail would be required in order to estimate this scope of work.
  13. Module configuration in this implementation includes: Administration (Security), Equipment, PM's & Work Management, Inventory Management and Purchasing.
  14. Modules not included in this implementation are: Projects, Calibrations, Risk Based Inspections, Inspections, VMRS Codes & Fleet Management, GIS, and Databridge.

**Project Exclusions**

Modules not included in this implementation are

1. Projects
2. Calibrations
3. Call Center
4. Inspections
5. 21 CFR 11
6. VMRS Fleet Management
7. GIS Integration/Implementation
8. Advanced configuration services (Flex SQL, API configuration, custom reporting, and customization)
9. Databridge XML integration to Any Third Party System
10. Analytics Services

**Licensee Responsibilities**

1. The Core Project Team will be comprised of personnel from all functions to ensure that the system configuration and to-be system processes meet the needs of the entire organization.
2. City of Avondale Information Technology Resources will be available to assist with the implementation for the duration of the project.
3. The City of Avondale will have proper hardware and infrastructure in place before installation task. A failure of on-site task readiness on the part of the City of Avondale that impacts the completion of Infor activities could cause delays in the overall project duration.
4. A dedicated City of Avondale Project Manager will be assigned to the project to work collaboratively with the Infor project team.
5. Ensure complete knowledge transfer from Infor through facilitated, interactive, fully participative development, testing and validation production activities.
6. Provide a suitable, stable systems environment that will support the training and implementation.

Services Fee Estimates			
Resource/Activity/Task	Estimated Days	Daily Rate (US\$)	Estimated Fee (US\$)
Application Consulting	39	\$1,600.00	\$62,400.00
Project Management and Coordination	15	\$1,700.00	\$25,500.00
<b>Total</b>	<b>54</b>		<b>\$87,900.00</b>

Estimated time and costs listed in this Work Order represent an estimate only. Actual project time and cost may vary from the estimates provided. Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly. All services are provided on a time and materials basis and are billed **monthly**. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Travel and living expenses are not included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees. Travel time to and from Licensee's site will be billed at \$90 per hour. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

**LOCATIONS:** Services may be provided at the facilities of Infor or its Contractors, or at the Licensee sites listed below. A

minimum of 1/2 day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

**PAYMENT:** Infor will invoice Licensee for all services and applicable charges on a **monthly** basis, as Infor renders the services or Licensee incurs the charges, as applicable. Services fees related to training are payable in advance, and Licensee will be invoiced by Infor for such training upon receipt of this Work Order. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice.

THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

**[INFOR ENTITY]**

**LICENSEE: City of Avondale**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**Licensee Contact Information:**

Contact Person: \_\_\_\_\_

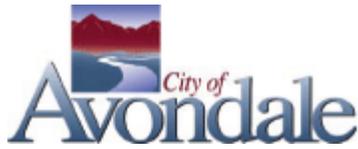
Contact Person Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_

Contact Person Fax Number: \_\_\_\_\_

**Licensee Site Addresses:**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



# DEVELOPMENT SERVICES

**SUBJECT:**  
West 10 Promenade Minor Land Division ML-07-8

**MEETING DATE:**  
February 19, 2008

**TO:** Mayor and Council  
**FROM:** Brian Berndt, Development Services Director (623)333-4011  
**THROUGH:** Charlie McClendon, City Manager

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**REQUEST:** Request for approval of a Minor Land Division for West 10 Promenade

**PARCEL SIZE:** 17.1 acres gross, 15 acres net

**LOCATION:** SEC McDowell Road and 103rd Avenue

**APPLICANT:** Mark Bowker, K&I Architects

**OWNER:** Ray Clark, RNH Development

## **SUMMARY OF REQUEST:**

A request to subdivide a 15.01 parcel into three lots. Lot 1 will be 7.362 acres; Lot 2 will be 0.971 acres; Lot 3 will be 6.677 acres. In addition to creating the three lots, the developer is dedicating 40' of right-of-way on 103rd Avenue to the City.

Staff is currently reviewing a PAD amendment and master site plan for the West 10 Promenade shopping center, located at the southeast corner of 103rd Avenue and McDowell Road. While this review process is going on, the developer wishes to subdivide the subject property in order to create lots for two of the future users of the shopping center. Additionally, the developer is dedicating 40' of right-of-way for 103rd Avenue on the west side of the subject property.

## **PLANNING COMMISSION ACTION:**

The Planning Commission does not review minor land divisions.

## **ANALYSIS:**

- The proposed minor land division will subdivide the 15.01 parent parcel into three lots. In addition to creating the three lots, the developer will dedicate 40' of right-of-way to the City for the 103rd Avenue half street.
- Minor land divisions are typically approved administratively. However, the City can not accept right-of-way without City Council review and approval.
- Approval of the minor land division will allow the developer to sell the two new lots to shopping center users as well as dedicate right-of-way to allow the construction of the eastern half of 103rd Avenue.
- During the site plan review process, a determination of the final layout of buildings, driveways, drive aisles, turn lanes, and cross access points will be set, which may slightly move the lot line layout of this minor land division.
- A commercial plat will be required following the approval of the site plan. The plat will allow the developer to dedicate any additional road right-of-way is necessary to construct deceleration lanes along McDowell Road and/or 103rd Avenue; it will allow the developer to relocate any access easements or cross access easements based on the locations of driveways and drive aisles; and it will allow the developer to relocate any lot lines that may need to be moved based on final building locations within the

site plan.

- Staff has included five stipulations of approval related to the required commercial plat.

### **FINDINGS:**

With recommended stipulations, the proposed minor land division meets the following findings:

- It conforms to the Avondale General Plan.
- It conforms to the Avondale Zoning Ordinance
- It conforms to the City's Subdivision Regulations.

### **RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** the proposed minor land division subject to following stipulations

1. Prior to the issue of a certificate of occupancy, a final plat shall be required to be approved. This final plat shall be submitted for review following the approval of the site plan the West 10 Promenade development.
2. Based on review of the traffic study and site plan approval, lot lines created by this minor land division may need to be altered by the final plat, as determined by City staff.
3. Final driveways locations will be based on analysis, review and approval of a Traffic Impact Study. The cross access easement may be changed to be consistent with future joint driveways. The location for the intersection of the cross access easement at 103rd Ave. will need to be approved by Traffic in accordance with the Traffic Study and the alignment of this road east of 103rd Avenue at the time of Site Plan review.
4. Road improvements need to be made so there is access to all parcels. This includes 103rd Avenue to provide access to the southern parcel.
5. Additional right of way required to be dedicated once the driveway locations have been approved and turn lanes determined.

### **PROPOSED MOTION:**

I move that the City Council accept the findings and **APPROVE** application ML-07-8, a request for minor land division approval for West 10 Promenade, subject to the 5 stipulations recommended by staff.

### **ATTACHMENTS:**

Click to download

 [West 10 Promenade minor land division map](#)

### **FULL SIZE COPIES (Council Only):**

West 10 Promenade minor land division map

### **PROJECT MANAGER:**

Scott Wilken, Senior Planner

**DEDICATION**

STATE OF ARIZONA )  
COUNTY OF MARICOPA )ss

KNOWN ALL MEN BY THESE PRESENTS: THAT MCDOWELL103 PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE MINOR LAND DIVISION PROCESS A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF 103RD AVENUE & MCDOWELL ROAD MINOR LAND DIVISION AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. MCDOWELL103 PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF:

MCDOWELL103 PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HERE UNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF RAYMOND CLARK, ITS MANAGING MEMBER THEREUNTO DULY AUTHORIZED.

THIS \_\_\_\_ DAY OF JANUARY, 2008.

RAYMOND CLARK, MANAGING MEMBER  
MCDOWELL103 PARTNERS, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

**ACKNOWLEDGMENT**

STATE OF ARIZONA )  
COUNTY OF MARICOPA )ss

BEFORE ME THIS \_\_\_\_ DAY OF JANUARY, 2008, PERSONALLY APPEARED RAYMOND CLARK, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED BY SELF TO BE MANAGING MEMBER OF MCDOWELL103 PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT RAYMOND CLARK AS MANAGING MEMBER EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES:

**RATIFICATION OF LIEN HOLDER**

STATE OF ARIZONA )  
COUNTY OF MARICOPA )ss

CHOICE BANK, OWNER AND HOLDER OF A DEED OF TRUST LIEN AGAINST THE PROPERTY REFLECTED ON THIS PLAT, DOES HEREBY RATIFY SAID PLAT AND THE EASEMENTS SHOWN HEREON, AND HEREBY CONFIRMS THAT IT IS THE PRESENT OWNER OF SAID LIEN AND THAT IT HAS NOT ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SAID LIEN.

CHOICE BANK

BY: KEVIN SELLERS

**ACKNOWLEDGMENT**

STATE OF ARIZONA )  
COUNTY OF MARICOPA )ss

BEFORE ME THIS \_\_\_\_ DAY OF JANUARY, 2008, PERSONALLY APPEARED KEVIN SELLERS, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED BY SELF TO BE AUTHORIZED SIGNATORY FOR CHOICE BANK, THE OWNER AND HOLDER OF A DEED OF TRUST LIEN AGAINST THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT KEVIN SELLERS EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES:

**APPROVAL**

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS \_\_\_\_ DAY OF \_\_\_\_ 2008.

MAYOR DATE  
ATTEST, CITY CLERK DATE  
CITY ENGINEER DATE

**A MINOR LAND DIVISION FOR MCDOWELL103 PARTNERS LLC**

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**DEVELOPER**

K&J ARCHITECTS AND INTERIORS, LLC  
1850 N. CENTRAL AVE. #200  
PHOENIX, AZ 85004  
(602) 262-3803

**OWNER**

APN #: 102-54-007P, 102-54-00Q  
NAME: MCDOWELL103 PARTNERS LLC  
DEED: 2006-1672171 M.C.R.

**DESCRIPTION**

**PARENT PARCEL DESCRIPTIONS:**

102-54-007P  
That part of Lot 2, Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:  
Commencing at the Northwest corner of said Lot 2;  
Thence South 00° 03' 22" East, along the West line of said Lot 2, a distance of 33.00 feet to the True Point of Beginning;  
Thence North 88° 45' 37" East, along the Southerly 33.00 foot right-of-way line of McDowell Road, a distance of 414.04 feet;  
Thence South 00° 03' 23" East, along a line parallel to the West line of Lot 2, a distance of 766.77 feet to the Northerly right-of-way line of Ehrenberg-Phoenix Highway;  
Thence South 88° 48' 43" West, along said right-of-way line, a distance of 414.02 feet to a point on the West line of said Lot 2;  
Thence North 00° 03' 23" West, along the West line of said Lot 2, a distance of 765.19 feet to the True Point of Beginning;

EXCEPT the following described property:

Commencing at the North quarter corner of Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
Thence North 89° 43' 37" East, along the North line of said Northeast quarter, a distance of 68.90 feet;  
Thence South 01° 16' 21" East, a distance of 33.00 feet to the True Point of Beginning;  
Thence North 88° 43' 37" East, being parallel with and 33.00 feet South of said North line, a distance of 344.58 feet;  
Thence South 00° 18' 08" East, a distance of 32.00 feet;  
Thence South 88° 43' 37" West, being parallel with and 65.00 feet South of said line, a distance of 344.04 feet;  
Thence North 01° 16' 21" West, a distance of 32.00 feet to the True Point of Beginning.

102-54-007O  
That part of Lot 2, Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:  
Beginning at the North quarter corner of said Section 5;  
Thence along the North line of said Lot, North 88° 45' 37" East, a distance of 414.04 feet to the True Point of Beginning;  
Thence continuing North 88° 45' 37" East, a distance of 516.38 feet;  
Thence along a line parallel to the West line of said Lot 2, South 00° 03' 23" West, a distance of 801.74 feet to the Northerly right-of-way line of Ehrenberg-Phoenix Highway;  
Thence along said right-of-way line, South 88° 58' 43" West (measured) South 88° 58' 31" West (record), a distance of 516.34 feet;  
Thence along a line parallel to the West line of said Lot 2, North 00° 03' 23" East, 799.77 feet to the True Point of Beginning;

EXCEPT the following described property

Commencing at the North quarter corner of Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;  
Thence North 88° 43' 37" East, along the North line of said Northeast quarter, a distance of 413.48 feet;  
Thence South 01° 16' 23" East, a distance of 33.00 feet to the True Point of Beginning;  
Thence North 88° 43' 37" East, being parallel with and 33.00 feet South of said North line, a distance of 516.36 feet;  
Thence South 00° 18' 11" East, a distance of 32.00 feet;  
Thence South 88° 43' 37" West, being parallel with and 65.00 feet South of said line, a distance of 516.36 feet;  
Thence North 00° 18' 08" West, a distance of 32.00 feet to the True Point of Beginning.

**NEW LOT DESCRIPTIONS:**

LOT 1  
A portion of Lot 2, Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the City of Avondale brass cap in handhole marking the North quarter corner of said Section 5, from which a City of Avondale brass cap in handhole marking the Center of said Section 5 bears South 00 degrees 03 minutes 23 seconds East 2642.29 feet, said line is the East line of the Northeast quarter of said Section 5 and the basis of bearings in this description;

THENCE North 88 degrees 58 minutes 18 seconds East 930.37 feet along said North line to the West line of GATEWAY CROSSING, as recorded in Book 912, page 11, Maricopa County Records;

THENCE South 00 degrees 03 minutes 23 seconds East 258.84 feet along said West line, being parallel with the West line of said Lot 2 to the POINT OF BEGINNING;

THENCE continuing South 00 degrees 03 minutes 23 seconds East 214.42 feet along said West line, being parallel with the West line of said Lot 2;

THENCE South 88 degrees 58 minutes 18 seconds West 890.37 feet to a line 40.00 feet East of and parallel with the West line of said Lot 2;

THENCE North 00 degrees 03 minutes 23 seconds West 378.26 feet along said parallel line;

**100 YEAR ASSURED WATER SUPPLY**

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

THENCE North 44 degrees 28 minutes 29 seconds East 42.78 feet to a line 65.00 feet South of and parallel with the North line of said Lot 2;

THENCE North 88 degrees 58 minutes 18 seconds East 654.79 feet along said parallel line;

THENCE South 01 degree 01 minute 42 seconds East 80.00 feet;

THENCE South 88 degrees 58 minutes 18 seconds West 24.42 feet;

THENCE South 01 degree 01 minute 42 seconds East 113.81 feet;

THENCE North 88 degrees 58 minutes 18 seconds East 226.71 feet to the West line of GATEWAY CROSSING, as recorded in Book 912, page 11, Maricopa County Records and the POINT OF BEGINNING.

COMPRISING 7.362 acres or 320,690 square feet more or less, subject to all easements of record.

**LOT 2**

A portion of Lot 2, Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the City of Avondale brass cap in handhole marking the North quarter corner of said Section 5, from which a City of Avondale brass cap in handhole marking the Center of said Section 5 bears South 00 degrees 03 minutes 23 seconds East 2642.29 feet, said line is the East line of the Northeast quarter of said Section 5 and the basis of bearings in this description;

THENCE North 88 degrees 58 minutes 18 seconds East 930.37 feet along said North line to the West line of GATEWAY CROSSING, as recorded in Book 912, page 11, Maricopa County Records;

THENCE South 00 degrees 03 minutes 23 seconds East 65.00 feet along said West line, being parallel with the West line of said Lot 2 to the POINT OF BEGINNING;

THENCE continuing South 00 degrees 03 minutes 23 seconds East 193.84 feet along said West line, being parallel with the West line of said Lot 2;

THENCE South 88 degrees 58 minutes 18 seconds West 226.71 feet;

THENCE North 01 degree 01 minute 42 seconds West 113.81 feet;

THENCE North 88 degrees 58 minutes 18 seconds East 24.42 feet;

THENCE North 01 degree 01 minutes 42 second West 80.00 feet to a line 65.00 feet South of and parallel with the North line of said Lot 2;

THENCE North 88 degrees 58 minutes 18 seconds East 205.58 feet along said parallel line to the POINT OF BEGINNING.

COMPRISING 0.971 acres or 42,304 square feet more or less, subject to all easements of record.

**LOT 3**

A portion of Lot 2, Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the City of Avondale brass cap in handhole marking the North quarter corner of said Section 5, from which a City of Avondale brass cap in handhole marking the Center of said Section 5 bears South 00 degrees 03 minutes 23 seconds East 2642.29 feet, said line is the East line of the Northeast quarter of said Section 5 and the basis of bearings in this description;

THENCE North 88 degrees 58 minutes 18 seconds East 930.37 feet along said North line to the West line of GATEWAY CROSSING, as recorded in Book 912, page 11, Maricopa County Records;

THENCE South 00 degrees 03 minutes 23 seconds East 473.26 feet along said West line, being parallel with the West line of said Lot 2 to the POINT OF BEGINNING;

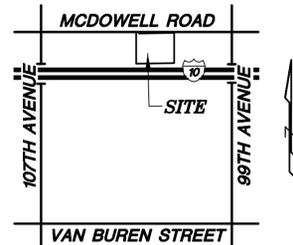
THENCE continuing South 00 degrees 03 minutes 23 seconds East 328.40 feet to the Northerly right-of-way line of Ehrenberg-Phoenix Highway (Interstate 10);

THENCE South 89 degrees 11 minutes 27 seconds West 890.32 feet along said Northerly right-of-way line to a line 40.00 feet East of and parallel with the West line of said Lot 2;

THENCE North 00 degrees 03 minutes 23 seconds West 325.00 feet along said parallel line;

THENCE North 88 degrees 58 minutes 18 seconds East 890.37 feet to the POINT OF BEGINNING.

COMPRISING 6.677 acres or 290,843 square feet more or less, subject to all easements of record.



**VICINITY MAP**

NOT TO SCALE

**NOTES**

- 1) ALL TITLE INFORMATION SHOWN IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY LAND TITLE AGENCY OF ARIZONA, INC., COMMITMENT NUMBER 40030179-4, DATED DECEMBER 7, 2006.
- 2) ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.
- 3) ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
- 4) ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- 5) ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- 6) NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- 7) NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- 8) ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

**BASIS OF BEARING**

THE BASIS OF BEARING IS THE NORTH-SOUTH MIDSECTION LINE OF SECTION 5, USING A BEARING OF NORTH 00 DEGREES 03 MINUTES 23 SECONDS WEST.

**REFERENCES**

- FINAL ORDER OF CONDEMNATION RECORDED IN 1984-463775, MARICOPA COUNTY RECORDS
- SUBDIVISION OF "RECORD OF SURVEY PLSS SUBDIVISION MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY" RECORDED IN BOOK 686 OF MAPS, PAGE 43, MARICOPA COUNTY RECORDS
- GENERAL WARRANTY DEED IN 2006-1672171, MARICOPA COUNTY RECORDS
- SUBDIVISION OF "GATEWAY CROSSING AMENDED" RECORDED IN BOOK 912 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS

**CERTIFICATION**

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY 2008; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

A.J. WADSWORTH  
R.L.S. 37936



ML-07-8

**Superior Surveying Services, Inc.**

Professional Land Surveying  
21415 North 23rd Avenue, Phoenix, Arizona 85027  
Phone (623) 869-0223 Fax (623) 869-0726

**A MINOR LAND DIVISION**  
103RD AVENUE & MCDOWELL ROAD

DATE	REVISIONS	DESCRIPTION	DWN: AJW CHK: AJW	SHEET 1 OF 2

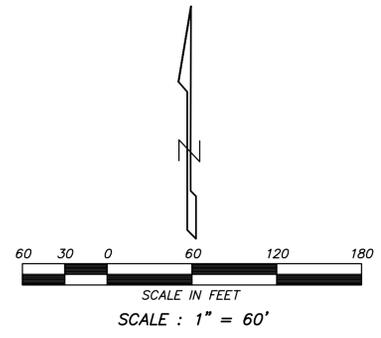
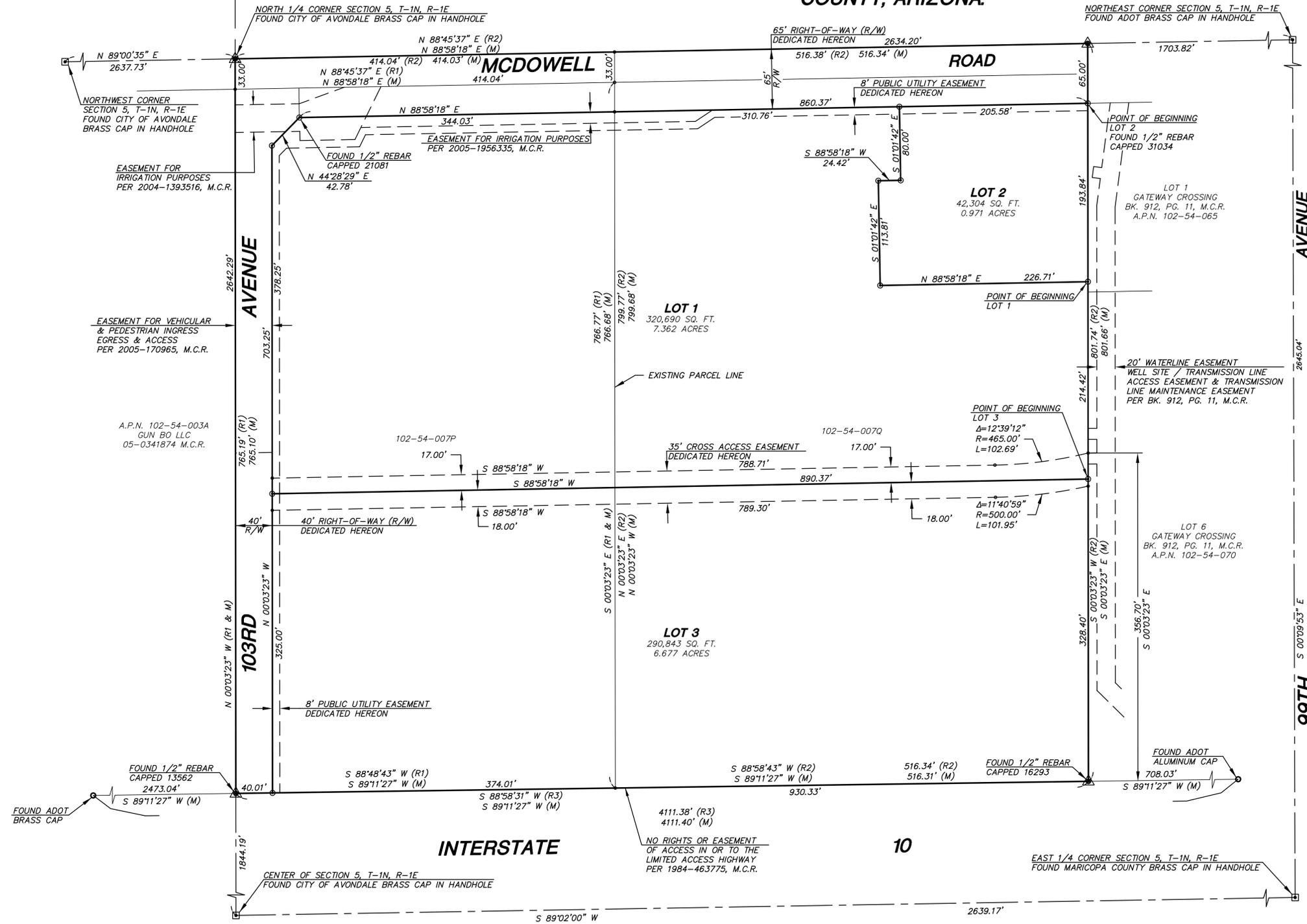
DATE: 1/8/08

JOB NO.: 270715

ML-07-8

# A MINOR LAND DIVISION FOR McDOWELL103 PARTNERS LLC

LOCATED IN A PORTION OF THE NORTHEAST QUARTER  
OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE  
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA  
COUNTY, ARIZONA.



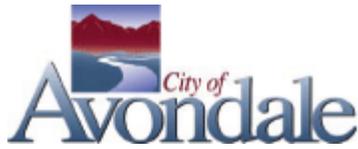
- LEGEND**
- SET 1/2" REBAR CAPPED 37936 (UNLESS OTHERWISE NOTED)
  - PROPERTY LINE
  - A.P.N. ASSESSOR'S PARCEL NUMBER
  - M.C.R. MARICOPA COUNTY RECORDS
  - R/W RIGHT OF WAY
  - BK. BOOK
  - PG. PAGE
  - (R1) PER DESCRIPTION FOR A.P.N. 102-54-007P (2006-1672171 M.C.R.)
  - (R2) PER DESCRIPTION FOR A.P.N. 102-54-007Q (2006-1672171 M.C.R.)
  - (R3) PER CONDEMNATION IN 1984-463775, M.C.R.
  - (M) MEASURED
  - CORNER OF THIS SUBDIVISION



<b>Superior Surveying Services, Inc.</b> Professional Land Surveying 21415 North 23rd Avenue, Phoenix, Arizona 85027 Phone (623) 869-0223 Fax (623) 869-0726		
<b>FINAL PLAT</b> 103RD AVENUE & McDOWELL ROAD		
REVISIONS	DATE	DESCRIPTION
DWN: AJW CHK: AJW		SHEET 2 OF 2
DATE: 1/8/08		JOB NO.: 270715

**ML-07-8**

**ML-07-8**



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2721-208 authorizing a Memorandum of Understanding - Arizona Office of the State Fire Marshall

**MEETING DATE:**

February 19, 2008

**TO:** Mayor and Council  
**FROM:** Paul Adams, Fire Chief (623)333-6100  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the Mayor and City Council adopt a Resolution approving a Memorandum of Understanding with the Arizona Office of the State Fire Marshal relating to plan review and inspections of schools and county and state buildings within the City of Avondale.

**BACKGROUND:**

During the 1997 legislative session HB 2401 was passed to allow municipal and district fire departments the ability to enforce the fire code in lieu of the State Fire Marshal. This would allow the local jurisdiction to enforce the local fire code in schools and state and county buildings. On July 6, 1998 the Avondale City Council adopted resolution 1851-98 authorizing the letter agreement with the State Fire Marshal advising that the City of Avondale would accept the responsibility of enforcing the fire code on behalf of the State Fire Marshal in accordance with the legislation.

In 2006 the Arizona Attorney General determined that the letter agreement was insufficient and that an Intergovernmental Agreement (IGA) between a local jurisdiction and the Office of the State Fire Marshal would be necessary in order for a local jurisdiction to assume fire code responsibilities on behalf of the State Fire Marshal. The Avondale City Council approved the IGA at their regular meeting on September 5, 2006 (resolution 2598-906).

The Arizona Attorney General has now determined that an IGA was not the appropriate document to be used for this action and that a Memorandum of Understanding (MOU) would be needed for the local jurisdiction to assume the fire code responsibilities of the State Fire Marshal within their jurisdiction.

**DISCUSSION:**

Through the MOU the Arizona Office of the State Fire Marshal agrees to allow the City of Avondale to review plans and conduct inspections in schools and county and state buildings on behalf of the State Fire Marshal.

The City agrees to conduct the plan reviews and inspections and submit appropriate reports to the State Fire Marshal relating to those plan reviews and inspections conducted under the MOU on a quarterly basis.

The MOU continues the original intent of the 1998 letter and the 2006 IGA and will allow the City of Avondale to continue to apply its fire code in all state and county buildings and all schools.

**RECOMENDATION:**

Staff recommends that the Mayor and City Council adopt a Resolution approving a Memorandum of Understanding with the Arizona Office of the State Fire Marshal relating to plan review and inspections of schools and county and state buildings within the City of Avondale.

## ATTACHMENTS:

Click to download

 [RES - 2721-208](#)

**RESOLUTION NO. 2721-208**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, REPEALING RESOLUTION NO. 2598-906 AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AVONDALE AND THE OFFICE OF STATE FIRE MARSHAL TO FIRE INSPECTION SERVICES.

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

SECTION 1. That Resolution 2598-906, approving the Intergovernmental Agreement between the City of Avondale (the “City”) and the Office of State Fire Marshal within the Arizona Department of Building and Fire Safety relating to the provision of fire inspection services, is hereby repealed.

SECTION 2. That the Memorandum of Understanding (the “MOU”) between the City and the Office of State Fire Marshal within the Arizona Department of Building and Fire Safety relating to the provision of fire inspection services is hereby adopted in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the MOU and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 19, 2008.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2721-208

[Memorandum of Understanding]

See following pages.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Arizona Office of State Fire Marshal and the \_\_\_\_\_ concerning the review of plans for construction, remodeling, alterations and additions (collectively referred to as "plans") of state, county and public school buildings and grounds [A.R.S.§ 41-2163(C)] and the inspections performed in conjunction therewith; as well as regularly scheduled inspections of state and county owned buildings and all public and private schools [A.R.S.§ 41-2163(A)(4)].

### I. RECITALS

- A. Whereas the State has adopted the International Fire Code 2003 edition as modified by A.A.C. R4-36-201 as the Arizona State Fire Code, and all Fire Departments and Fire Districts must comply with the Arizona State Fire Code or a code adopted by the controlling political subdivision which is equivalent to or more stringent than the Arizona State Fire Code (collectively referred to as "Fire Code").
- B. Whereas the \_\_\_\_\_ has personnel who have exhibited the necessary proficiency in the understanding, interpretation and application of that Fire Code, and
- C. Whereas the Arizona Office of State Fire Marshal is charged with conducting regularly scheduled inspections of state and county owned building and public and private schools throughout Arizona, and
- D. Whereas the Arizona Office of State Fire Marshal is charged with the review of plans and specifications for new construction, remodeling, alterations and additions and performing inspections in conjunction therewith for state, county and public school buildings and grounds, and
- E. Whereas the \_\_\_\_\_ and Arizona Office of State Fire Marshal desire to cooperate in the duties which each is charged to conduct.

### II. TERMS

- A. The Arizona Office of State Fire Marshal agrees to allow the \_\_\_\_\_ to conduct review of plans for construction, remodeling, alterations and additions of state, county and public school buildings on behalf of the Office of State Fire Marshal and complete any inspections required in conjunction therewith.
- B. The Arizona Office of State Fire Marshal agrees to allow the \_\_\_\_\_ to conduct regularly scheduled inspections of state and county owned buildings and all public and private schools on behalf of the Office of State Fire Marshal.
- C. The \_\_\_\_\_ agrees to submit to the Office of State Fire Marshal, on a quarterly basis, but not later than July 31, October 21, January 31 and April 30, a list of each county and state owned facilities and schools for which the \_\_\_\_\_ has reviewed and approved plans for new construction, remodeling, alterations and additions and/or performed an inspection.
- D. The \_\_\_\_\_ agrees to submit to the Office of State Fire Marshal on a quarterly basis, not later than July 31, October 21, January 31 and April

30 a list inspections of county and state owned facilities and schools to which the \_\_\_\_\_ conducted a regularly scheduled inspection.

- E. In the course of completing its review or inspection, the \_\_\_\_\_ may transmit the information either, electronically or by mail.
- F. At a minimum, all reports shall include the same information as the attached Notification of Inspection form. The \_\_\_\_\_ may use the attached Notice of Inspection form approved by the Arizona Office of the State Fire Marshal or any other form which contains the equivalent information. Original forms and supporting documentation shall be kept by the \_\_\_\_\_ for a period of 5 years after completion of the inspection and subject to audit by the State Fire Marshal.
- G. Any costs incurred by \_\_\_\_\_ to implement this Memorandum of Understanding shall be borne by the \_\_\_\_\_.
- H. \_\_\_\_\_ may collect such fees as permitted by its political subdivision. Any funds collected by the \_\_\_\_\_ to implement this Memorandum of Understanding are made under the authority granted to that jurisdiction and are not subject to attachment by the Arizona Office of State Fire Marshal.
- I. This Memorandum of Understanding does not grant the authority to inspect installation or removal of underground fuel storage tanks. That task remains the sole authority and responsibility of the Arizona Office of State Fire Marshal as granted by the Arizona Department of Environmental Quality. The State Fire Marshal recognizes some Fire Departments have a separate agreement to perform such inspections for Arizona Department of Environmental Quality.
- J. This Memorandum of Understanding may be terminated by either party upon 30-days written notice to the other party.

ARIZONA STATE FIRE MARSHAL

\_\_\_\_\_, Dated \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_, Dated \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ARIZONA OFFICE OF STATE FIRE MARSHAL  
NOTIFICATION OF REVIEW / INSPECTION**

Type of Review / Inspection

- Construction/Installation Plan Review       Annual Inspection of Public Building  
 Construction/Installation Inspection       Compliance Inspection of Public Building

Date of Review or Inspection: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Facility: \_\_\_\_\_

Applicable Code:  State Fire Code     Other Code \_\_\_\_\_

Type of Construction / Installation: \_\_\_\_\_

Identified Violations:     yes       no

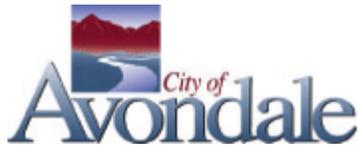
\_\_\_\_\_  
\_\_\_\_\_

Verification of Corrections:  yes    Date: \_\_\_\_\_     not applicable

Inspector's Name: (Print) \_\_\_\_\_

Inspector's Signature \_\_\_\_\_

Forward Notification of Inspection with quarterly report. Retain all other copies and supporting documents in department files.



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2722-208 authorizing an intergovernmental agreement with Maricopa County Department of Health

**MEETING DATE:**

February 19, 2008

**TO:** Mayor and Council

**FROM:** Paul Adams, Fire Chief (623)333-6100

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the Mayor and City Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the Maricopa County Department of Public Health relating to the childhood immunization program.

**BACKGROUND:**

For nearly ten years Avondale Fire-Rescue has been participating in the federal Vaccines for Children (VFC) program. The goal of the program is to increase the capacity at the local level to provide immunizations to children from birth thru 18 years of age.

On a monthly basis Avondale Fire-Rescue Paramedics provide a wide variety of immunizations to children at no charge. The vaccines are provided to the department at no charge through the VCF program. An average of 100 children per month receive vaccines through the program in Avondale. The program is open to any child regardless of residence.

**DISCUSSION:**

Nursing services are required to support the program in order to appropriately evaluate a child's immunization record and determine which, if any, immunizations are necessary. Avondale Fire-Rescue utilizes a number of nurses on a contract basis to provide this support.

The IGA will provide \$15 per child immunized to support the Avondale program. The maximum funding amount available is \$225,000 over the 3 year term of the IGA. Based on current participation levels the IGA would provide approximately \$18,000 in annual revenue to the Avondale program, which will offset the cost of nursing services necessary to support the program. The IGA will require no additional reporting or administrative requirements other than those already in place through the VFC program.

The IGA is an excellent opportunity to generate new revenue to help support a very valuable program for Avondale residents.

**BUDGETARY IMPACT:**

The childhood immunization program has been funded through the Fire-Rescue budget for the length of the program. This IGA will generate new revenue to help offset the costs of the program.

**RECOMENDATION:**

Staff recommends that the Mayor and City Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the Maricopa County Department of Public Health relating to the childhood immunization program.

**ATTACHMENTS:**

Click to download

 [RES - 2722-208](#)

**RESOLUTION NO. 2722-208**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO CHILDHOOD IMMUNIZATIONS SERVICES.

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

SECTION 1. That the Intergovernmental Agreement with Maricopa County relating to childhood immunizations services (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, February 19, 2008.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

APPROVED:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2722-208

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
MARICOPA COUNTY  
by and through the  
DEPARTMENT OF PUBLIC HEALTH  
4041 N. Central Avenue, #1400, Phoenix, Arizona 85012**

- |  |  |
|--|--|
| <b>1. Agreement No:</b> <u>C-86-07-058-2-00</u><br><b>3. Agreement Amount:</b> <u>\$225,000</u><br><b>5. Start Date:</b> <u>Upon Board Execution</u> | <b>2. Agreement Type:</b> <u>Service Agreement</u><br><b>4. Purpose:</b> <u>Childhood Immunization Services</u><br><b>6. Expiration Date:</b> <u>February 31, 2011</u> |
|--|--|

This Agreement is entered into by and between Avondale Fire Department referred to hereinafter as Contractor, and Maricopa County by and through its Department of Public Health, referred to herein after as County. Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein and in:

Section I -General Provisions	Section III - Work Statement
Section II -Special Provisions	Section IV - Compensation

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Maricopa County, or the Contractor, in any State or Federal Court.

Legal Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to who addressed unless otherwise indicated in said notice.

Notice to Contractor: Charles P. McClendon, City Manager Phone: 623-333-1000  
 Address: City of Avondale, 11465 West Civic Center Dr., Avondale, AZ 85323

Notice to Department: Machrina Leach Phone: (602) 506-6662  
 Address: 4041 North Central Avenue, Ste #600, Phoenix, Arizona 85012

**IN WITNESS WHEREOF**, the parties enter into this Agreement:

Contractor :	MARICOPA COUNTY BOARD OF SUPERVISORS
By: _____	Signature _____
Title _____	Name <u>Fulton Brock</u>
Date _____	Title <u>Chairman, Board of Supervisors</u>
_____	Date _____
_____	ATTEST:
_____	Signature _____
_____	Date _____
Attest: _____	Pursuant to A.R.S. §11-952, the Maricopa County Attorney's Office has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.
City Clerk	
Date: _____	Signature _____
_____	_____

## SECTION I

## GENERAL PROVISIONS

### 1. **EFFECT**

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control.

### 2. **DEFINITIONS**

As used throughout these GENERAL PROVISIONS, the following terms shall have the meanings set forth:

- A. **Contract** means this document and all attachments and amendments hereto.
- B. **Contractor** means the person, firm or organization listed on the Cover Page of this Contract.
- C. **County** means Maricopa County, Arizona.
- D. **Department** means the Maricopa County Department of Public Health (MCDPH).
- E. **Director** means the Director of the Department.
- F. **Funding Source** means any Federal, State, or Private Agency funding source which may impose conditions on the funding that will be passed on to the Contractor.

### 3. **GENERAL REQUIREMENTS**

- A. The terms of this Contract shall be construed in accordance with Arizona law. Any action thereon shall be brought in the appropriate court in the State of Arizona.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding Unemployment Insurance, Disability Insurance, and Worker's Compensation.
- C. The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County.

### 4. **AMENDMENTS**

All Amendments to this Contract must be in writing and signed by both parties.

**5. ADEQUACY OF RECORDS**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**6. RETENTION OF RECORDS**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County or Federal or State auditors and any other persons duly authorized by County shall have full access to, and the right to examine copy and make use of any and all said materials.

**7. ASSIGNMENT / SUBCONTRACTING**

No rights, liability, obligations or duties under this contract may be assigned, delegated or subcontracted without the prior written approval of County.

**8. AUDIT DISALLOWANCES**

- A. The Contractor shall, upon written demand therefore, reimburse Maricopa County for any payments made under this Contract which are disallowed by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.
- B. If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.

**9. CONTRACT COMPLIANCE MONITORING**

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.

**10. AVAILABILITY OF FUNDS**

- A. The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.
- B. If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminates its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

**11. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS**

- A. The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- B. County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- C. If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

**12. DEFAULT**

County may suspend, modify or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

**13. TERMINATION**

- A. County or the Contractor may terminate this Contract at any time with at least thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail, return receipt requested.
- B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- C. County may terminate this Contract upon twenty-four (24) hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

**14. SEVERABILITY**

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**15. STRICT COMPLIANCE**

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

**16. NON-LIABILITY**

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of Contractor or subcontractors occurring in the performance of this Contract, nor shall they be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

**17. INDEMNITY**

The Contractor agrees to indemnify, hold harmless, and defend Maricopa County, its officers and employees, boards and commissions, from and against any and all claims, damages, suits and proceedings, regardless of the merits, from liability, punitive damages, costs or expense of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the Contractor or any subcontractors or anyone directly or indirectly employed by either the Contractor or any subcontractors. Contractor and its Subcontractors shall reimburse County for its costs, including attorney's fees for defense of any litigation arising from such claim. The Contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County.

**18. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty County may annul this contract without liability.

**19. SAFEGUARDING OF CLIENT INFORMATION**

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

**20. RIGHTS IN DATA**

The parties hereto shall have the use of data and reports resulting from this Contract without cost or other restriction except as may otherwise be provided herein or by law or applicable regulation. Each party shall supply to the other party, upon request, any available information known to supplying party that is relevant to this Contract and to the performance hereunder.

**21. NON-DISCRIMINATION**

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

**22. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99-4 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

**23. RIGHT OF PARTIAL CANCELLATION**

If more than one activity is funded by this Contract, Maricopa County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to

perform any part of this Contract without impairing, invalidating or canceling the remaining Work Statement obligations.

**24. RIGHT TO EXTEND CONTRACT**

Subject to the availability of funds and acceptable Contractor performance, the Contractor hereby acknowledges and agrees that the County shall have the right to extend this contract for additional periods, not to exceed a total term of five (5) years, except that the cost will be subject to renegotiation. Any extension of contract period must be mutually acceptable to the Department and the Contractor and signed by both parties in writing.

**25. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

A. The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

2) have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4) have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

B. Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

C. The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**26. COUNTY COUNSEL REPRESENTATION**

By signing this Agreement each party acknowledges that it is aware that the Civil Division of the Maricopa County Attorney's Office represents both parties to this Agreement, and each party expressly waives any conflict of interest created thereby.

**1. SPONSORSHIP ACKNOWLEDGMENT**

All promotional materials, brochures, and flyers shall include the following statement, "Sponsored by Maricopa County Department of Public Health."

**2. AUDIT REQUIREMENTS**

If the Contractor receives \$500,000 or more from all contracts administered and/or funded via County, the Contractor may be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act". The Contractor shall comply with OMB Circulars A-133, A-110 attachment F. The audit report shall be submitted to the County for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. The County may consider sanctions as described in section 17 of OMB Circular A-133 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

**3. REPORTING REQUIREMENTS**

The Contractor shall submit a monthly expenditure / progress report. Each monthly report shall include the total number of children vaccinated for that month, a Contractor's Expenditure Report and a Vaccine For Children (VFC) Accountability and Ordering Form.

**1. BACKGROUND**

Monies supporting this contract are funded through Federal CFDA # 93.268. These monies are a Federal Pass-through provided to Maricopa County Department of Public Health (MCDPH) by Arizona Department of Health Services (ADHS), MCDPH Contract # C-86-03-089-2 and ADHS Contract # HG352193. OMB Circular A-133 Subpart D §.400 requires that all sub recipients of federal funds are informed of the Catalog of Federal Domestic Assistance (CFDA) title and number, award name and number, and the name of federal agency. The agreement above is funded through the Centers for Disease Control's (CDC) *Immunizations and Vaccines for Children* (CFDA #93.268). All Federal grant regulations for this CFDA number apply to the administration of these funds.

**2. SERVICE GOALS**

- A. To increase the capacity within Maricopa County to provide immunizations to children birth thru 18 years of age.

**3. SERVICE OBJECTIVES/ACTIVITIES**

- A. The Contractor shall provide immunizations to children from birth through 18 years of age following the Advisory Committee on Immunization Practices (ACIP) recommendations and the "Standards of Pediatric and adolescent Immunization Practices".
- B. The Contractor will adhere to the Vaccine for Children (VFC) program for ordering, distribution, management and accountability of vaccine.
- C. Report all immunizations provided into the Arizona State Immunization Information System (ASIIS)

**1. COMPENSATION**

- A. Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract.
- B. The County shall pay the Contractor the amount not to exceed (NTE) \$225,000 for the life of the contract.

**2. METHOD OF PAYMENT**

- A. Administration fee rate of \$15.00 per child immunized. A Contractor's Expenditure Report and a VFC Accountability and Ordering Form will serve as documentation of children immunized for reimbursement.
- B. This payment request must be on Contractor letterhead and contain a signature authorizing the reimbursement request. Monthly expenditure reports are due no later than the 10<sup>th</sup> business day of the following month.
- C. The Contractor must submit supporting documents with each monthly report. Such documents include invoices of costs incurred, Expenditure Report and a VFC Accountability and Ordering Form.
- D. County may request reimbursement funds as a result of contract deliverables being reported on the monthly reports. This option will allow County to order stipend payments based on completing program components instead of waiting for an invoice from Contractor.
- E. Subject to the availability of funds, County will, within thirty (30) working days from the date of receipt of documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided. Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.
- F. The Contractor understands and agrees that County will not honor any claim for payment submitted six months after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the expiration date which are submitted sixty (60) days after the expiration date without approval of County.
- G. Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete monthly reports and sufficient invoice documentation submitted by the Contractor. Contractor forfeits the right to reimbursement for costs incurred in any month for which it fails to meet the deadline for submitting the monthly reports, except if such failure is beyond the

**SECTION IV                      COMPENSATION                      TOBACCO USE PREVENTION PROGRAM**

reasonable control of Contractor. Contractor also forfeits the right to reimbursement for costs incurred in which a paid invoice or proof of expenditure is non-existent.

H. Monthly invoices must be submitted to:

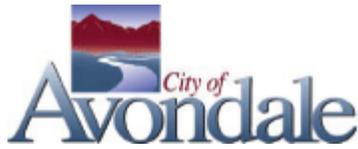
Name:                      Machrina Leach  
Title:                      Director of the Office of Community Health Nursing  
                                    Maricopa County Department of Public Health  
                                    4041 N. Central Ave., Ste. 600  
Phone:                      602-506-6662

**3. NOTICE**

Any notice given under this Agreement shall be sent to the attention of the following:

Avondale Fire Department  
Paul Adams  
Fire Chief  
1825 North 107th Avenue  
  
Avondale, Arizona 85323  
623-333-6100

Public Health  
  
Grant/Contract Unit  
4041 N. Central Ave., Suite.  
1400  
Phoenix, Arizona 85012  
(602) 372-0672



# CITY COUNCIL REPORT

**SUBJECT:**  
Resolution 2720-208 authorizing an Intergovernmental Agreement - City of Tolleson - Animal Control

**MEETING DATE:**  
February 19, 2008

**TO:** Mayor and Council  
**FROM:** Kevin Kotsur, Chief of Police (623)333-7201  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

On January 14th, 2008 staff presented to Council the concept of making operational changes to the manner in which the Police Department responds to non-essential animal calls for service. This concept was accepted by Council and adjustments are needed to the current Intergovernmental Agreement (IGA) between the City of Avondale and the City of Tolleson to implement these changes.

**BACKGROUND:**

The Avondale Animal Control Unit consists of two full time Animal Control Officers (ACO's). Half of one of the full time positions is funded by the City of Tolleson and 40 hours of animal control service are provided to Tolleson per month. To improve operational efficiency and to avoid having police officers respond to animal related calls for service that do not pose a public safety threat, the following changes are being made;

- Discontinue responding to non-vicious dog at large calls for service.
- Stop responding to initial barking dog calls while creating an information hotline where first time callers will be referred. This hotline will be checked by the next on-duty ACO. First time barking dog complaints will receive a letter written by a police volunteer to the violator, warning them they are in violation of the City noise ordinance. Subsequent complaints from the same address will result in dispatching an ACO to address noise ordinance.
- Respond to requests to transport contained animals only during the business hours of the ACO. These calls involve stray dogs that are lost, abandoned or running loose. Many times, businesses or residences will attempt to catch dogs at large and will hold them in a cage for the ACO/Patrol officer to pick up and take to the Maricopa County Animal Control Center (MCACC.) This type of call does not require an immediate response since these animals do not pose a threat to public safety. In order to better manage these calls, contained animals will only be picked up during the work hours of the ACO. If a call for a contained animal is received during after hours, the caller will be referred to the hotline and an ACO will respond during their next shift.
- Modify the response to animal nuisance calls. These calls involve situations where a dog or cat is running through a resident's yard, creating a nuisance such as digging holes or defecating on the property. In most cases, the animal is gone by the time the ACO/Patrol Officer arrives. Typically these calls involve a neighbor dispute and rarely involve a violation of city ordinance. These calls will also be diverted to the hotline and the next on-duty ACO will assess the call and determine the appropriate response.

In addition to operational changes it is necessary to change the manner in which Tolleson provides compensation to the City of Avondale for paying one half the salary of one ACO. This will be modified to reflect half the salary and related employee related expenses (ERE) rather than a specific dollar amount to account for annual salary increases.

**RECOMENDATION:**

Staff recommends Council adopt a resolution authorizing an intergovernmental agreement with the City of Tolleson to provide Animal Control Services.

**ATTACHMENTS:**

Click to download

📎 [RES - 2720-208](#)

**RESOLUTION NO. 2720-208**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON RELATING TO PROVISION OF ANIMAL CONTROL SERVICES.

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

SECTION 1. That the Intergovernmental Agreement between the City of Avondale and the City of Tolleson relating to provision of animal control services (the "Agreement") is hereby approved 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, February 19, 2008.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2720-208

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE CITY OF TOLLESON  
FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT for Animal Control Services (this “Agreement”) is entered into February \_\_\_\_\_, 2008, between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the City of Tolleson, an Arizona municipal corporation (“Tolleson”).

RECITALS

- A. Avondale maintains equipment and trained personnel for the maintenance, control and impoundment and/or destruction of unclaimed or vicious animals.
- B. Avondale and Tolleson desire to enter into an agreement whereby Avondale will provide Tolleson animal control services (the “Services”).
- C. Avondale and Tolleson are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952.

AGREEMENT

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

- 1. Term. This Agreement is effective upon City Council approval by both parties, and shall remain in effect until June 30, 2008, after which it shall automatically renew for successive additional one-year periods unless sooner terminated as set forth in Section 9 below. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale and Tolleson.
- 2. Scope of Services. Avondale shall provide the Services as set forth in the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference.
- 3. Compensation. The Parties acknowledge that the Avondale Animal Control Officer is an Avondale employee working in both Avondale and Tolleson. The Parties agree that both Parties will be responsible for providing 50% of the cost of the Avondale employee while providing the Services.
- 4. Payments. Tolleson shall pay Avondale for the cost of the Services on a quarterly basis on August 1st, November 1st, February 1st and May 1st of each Agreement year.

5. Amendments to Ordinances. Tolleson shall not amend or repeal its Dog Control Ordinance or its Vicious Dog Ordinance without giving Avondale 90 days written notice prior to implementing any changes.

6. Animal Control Services in Tolleson. Within the corporate boundaries of the Tolleson, Avondale shall be primarily responsible for Services in accordance with the Tolleson Animal Control Ordinance and Leash Law.

7. Independent Contractor. Tolleson acknowledges and agrees that the Services provided by Avondale under this Agreement are being provided as an independent contractor, not as an employee or agent of Tolleson. Tolleson does not have the authority to supervise or control the actual work of Avondale, its employees or subcontractors. Tolleson and Avondale do not intend to nor will they combine business operations under this Agreement.

8. Records; Audit. Both parties shall maintain and furnish to each other such records and documents pertaining to the services provided pursuant to this Agreement as may be required by this Agreement and any applicable Federal and State laws, rules and regulations for a period of two years after the termination of this Agreement. Each party, prior to conducting an audit, must give 60 calendar days notice to the other party.

9. Termination. Either party may terminate this Agreement upon 90 days' written notice to the other party at the addresses indicated below.

10. Reporting Obligations. Avondale shall provide Tolleson with monthly routine statistical and/or management reports normally prepared by the Avondale Animal Control Services concerning the Services provided pursuant to this Agreement.

11. Insurance. The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self insurance program may fulfill the insurance requirement.

12. Indemnification.

a. Avondale. To the extent permitted by law, Avondale and its Animal Control Services does hereby covenant and agree to indemnify, defend and hold harmless Tolleson, its officers, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to the Agreement which are the result of any act or omission of Avondale and its Animal Control Services, its officers, employees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

b. Tolleson. To the extent permitted by law, Tolleson does hereby covenant and agree to indemnify, defend and hold harmless Avondale, its officers, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or

omission of Tolleson, its officers, employees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to the Agreement.

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 (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

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

With copy to: Gust Rosenfeld, PLC  
201 East Washington Street, Suite 800  
Phoenix AZ 85004-2327  
Attn: Andrew J. McGuire, Esq.  
Facsimile: 602-340-1538

If to Tolleson: City of Tolleson  
9555 West Van Buren Street  
Tolleson, AZ 85353  
Attn: Reyes Medrano, Jr., City Manager  
Facsimile: 623-907-2629

With a copy to: Gust Rosenfeld, PLC  
201 East Washington Street, Suite 800  
Phoenix AZ 85004-2327  
Attn: Scott W. Ruby, Esq.  
Facsimile: 602-340-1538

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 (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission or e-mail during the normal business hours of the recipient, with proof of delivery. 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. 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.

15. Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

16. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

17. Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

18. Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

19. Conflicting Terms. In the event of a conflict the Scope of Services and this Agreement, the terms of this Agreement shall govern.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Avondale and Tolleson have executed this Agreement as of the date of the last signature set forth below.

**“Avondale”**

CITY OF AVONDALE, an Arizona corporation

By: \_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

**“Tolleson”**

CITY OF TOLLESON, an Arizona municipal corporation

By: \_\_\_\_\_  
Adolfo F. Gamez, Mayor

ATTEST:

\_\_\_\_\_  
Chris Hagen, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Andrew J. McGuire, Attorney for Avondale

\_\_\_\_\_  
Scott W. Ruby, Attorney for Tolleson

EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE CITY OF TOLLESON

[Scope of Services]

See following page.

## **SCOPE OF SERVICES**

Avondale shall respond to the following requests for service made by Tolleson dispatch on an as needed basis for contracted services:

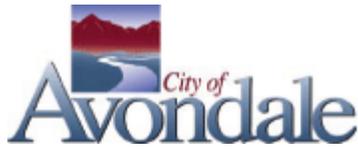
1. Animal bite calls
2. Animal cruelty investigations
3. Aggressive animal
4. Aggressive animal at large at a school
5. Animal pick-up (confined) business or residence
6. Stray sick or injured animals

### **Avondale will not respond to:**

1. Calls for service of non-aggressive dog at large calls\*
2. Noise complaint (barking dog)
3. Dead animal pick-up
4. Owner animal pick-up
5. Personally owned injured or sick animals

**Avondale will provide a minimum of 40 hours animal service per month.**

**\*Although Avondale will not respond to dispatched calls for service pertaining to non-aggressive dog at large calls, Avondale will provide self-initiated patrols for leash law violations (dog at large and stray dog calls). The self-initiated patrol time will be included in the 40 hours of animal service per month and will be adjusted if necessary.**



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2723-208 authorizing a grant application for  
Job Access and Reverse Commute Transportation  
Program grant funds for START route 131 FY 2008

**MEETING DATE:**

February 19, 2008

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution supporting the submittal of a grant proposal to Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operation for START Route 131, in the amount of \$160,000 with a 50% match requirement.

**BACKGROUND:**

The City of Avondale previously received Job Access Reverse Commute Grant funding through a formula grant administered by the City of Phoenix. Last fiscal year the Federal Government changed the application process from formula based to competitive. Avondale is now eligible to apply for the grant on behalf of the Avondale Urbanized Area, which includes the cities of Tolleson, Litchfield Park and Goodyear. The City of Avondale is awaiting approval of \$130,000 from last year's grant application.

**DISCUSSION:**

Arizona Department of Transportation is responsible for administering the Job Access and Reverse Commute Transportation Program. This new grant process is competitive and Avondale will be competing with Flagstaff, Prescott and other rural and small urbanized areas. The City of Avondale would like to submit an application on behalf of the Avondale Urbanized Area, which includes Tolleson, Litchfield Park and Goodyear. Avondale is requesting \$160,000 for the operations of the START route 131. This route is eligible for JARC funding because it provides low to moderate income areas with a public transportation option to employment hubs in Phoenix.

Avondale must have authorization from City Council to enter into an agreement with ADOT. The application submittal requires assurances and signatures of approval in order to review the application. Avondale staff will work with the City of Phoenix to ensure that the assurances are met and will document all necessary requirements if and when the grant is awarded.

**BUDGETARY IMPACT:**

The Avondale Urbanized Area is requesting \$160,000 with a 50% match requirement. Match funding will be provided through the Transit Budget.

**RECOMENDATION:**

Staff recommends that the City Council adopt a Resolution supporting the submittal of a grant proposal and the acceptance of the grant funding if awarded by Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operations for START Route 131, in the amount of \$160,000 with a 50% match requirement.

**ATTACHMENTS:**

Click to download

 [RES -2723-208](#)

**RESOLUTION NO. 2723-208**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR JOB ACCESS AND REVERSE COMMUTE TRANSPORTATION PROGRAM FUNDING FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION.

**WHEREAS**, as designated by the Governor of the State of Arizona, the Arizona Department of Transportation (“ADOT”) administers Job Access and Reverse Commute Program (“JARC”) funding for all rural and small urbanized areas for the State; and

**WHEREAS**, ADOT is seeking proposals for JARC grant funding from local agencies for projects relating to all aspects of transportation services; and

**WHEREAS**, the Council of the City of Avondale desires to submit an application for the JARC funding for the operation of the START 131 bus route (the “Application”).

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

SECTION 1. That the submittal of the Application to ADOT for \$160,000.00 in JARC funds is hereby authorized.

SECTION 2. That the expenditure of 50% in matching funds is hereby authorized and officially designated to be used in conjunction with the JARC funds.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 19, 2008.

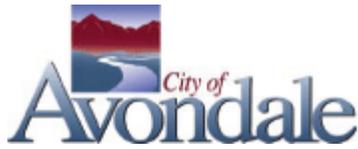
\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
ORDINANCE 1290-208 AUTHORIZING ROW  
ACQUISITION - 107TH AVENUE & THOMAS  
ROAD

**MEETING DATE:**  
February 19, 2008

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

**PURPOSE:**

Staff is requesting that the City Council approve an ordinance authorizing the acquisition, by purchase or condemnation, of land required for drainage easements and right-of-way purposes relating to the 107th Avenue and Thomas Road Street Improvement Project.

**BACKGROUND:**

In 2005 the City completed street improvements on 107th Avenue from Thomas Road to the Roosevelt Irrigation District (RID) canal and Thomas Road from 107th Avenue east to the RID. Right-of-way was obtained at that time. Recently inaccuracies have been identified in the legals of the 2005 ordinance that necessitate Council adopt a new ordinance authorizing the acquisition of right-of-way.

**RECOMENDATION:**

Staff recommends that the City Council adopt the ordinance authorizing the acquisition, by purchase or condemnation, of land required for drainage easements and right-of-way purposes relating to the 107th Avenue and Thomas Road Street Improvement Project.

**ATTACHMENTS:**

Click to download

 [Ordinance 1290-208](#)

**ORDINANCE NO. 1290-208**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION BY PURCHASE, CONDEMNATION OF REAL PROPERTY ALONG THE NORTHEAST CORNER OF 107TH AVENUE AND THOMAS ROAD FOR PUBLIC USE RELATING ROADWAY CONSTRUCTION AND DECLARING AN EMERGENCY.

**WHEREAS**, pursuant to Article I, Section 3 of the Avondale City Charter (the “Charter”) the City of Avondale (the “City”) authorizes the City to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

**WHEREAS**, the Council of the City of Avondale (the “City Council”) authorized the 107th Avenue and Thomas Road Street Project (the “Project”), requiring the acquisition of real property where insufficient right-of-way currently exists; and

**WHEREAS**, the City Council desires to authorize the acquisition of certain real property necessary for the completion of the Project.

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

SECTION 1. That the acquisition, by purchase or condemnation of certain real property, being a portion of Maricopa County Assessor’s Parcel Nos. 102-27-002K and 102-27002L, generally located along the northeast corner of 107th Avenue and Thomas Road (the “Acquisition Property”), as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 2. That, in the event that a negotiated purchase cannot be reached for the Acquisition Property, the City Attorney is hereby authorized and directed to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of the Acquisition Property at the earliest possible date.

SECTION 3. 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.

SECTION 4. That, if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. That the immediate operation of this Ordinance is necessary to complete the acquisition necessary to ensure the timely completion of the Project; therefore, an emergency is hereby declared to exist. This Ordinance shall be in full force and effect from and after its passage and approval by the City Council as required by law, and this Ordinance is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 19, 2008.

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Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1290-208

[Legal Description]

See following page.

LEGAL DESCRIPTION  
107<sup>TH</sup> Avenue and Thomas Road Right-of-Way

That part of the Southwest quarter of the Southwest quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows;

Commencing at the Southwest corner of said Section 29;

Thence North 0 degrees, 02 minutes, 30 Seconds East along the West line of the Southwest quarter of Said Section 29 and the monument line of 107<sup>th</sup> Avenue a distance of 97.19 feet;

Thence departing from said line, South 89 degrees, 57minutes, 30 seconds east, 33.00 feet to the most northerly corner of that parcel described in docket 20030335752 also being the True Point of Beginning;

Thence North 0 degrees, 02 minutes, 30 Seconds East along a line parallel with and 33 feet East of the monument line of 107<sup>th</sup> Avenue for a distance of 1238.05 feet to the North line of the Southwest quarter of the Southwest Quarter of said Section 29;

Thence North 89 degrees, 52 minutes, 52 seconds East along said North line also being the monument line of Earl Drive, for a distance of 22.00 feet;

Thence departing from said line South 0 degrees, 02 minutes, 30 seconds West along a line parallel with and 55 feet East of the Monument line of 107<sup>th</sup> Avenue for a distance of 1237.99 feet;

Thence departing from said line on a bearing of South 45 degrees, 07 minutes, 20 seconds East a distance of 59.23 feet to a point on a line 55 feet north of and parallel with the south line of the said Southwest Quarter of Section 29 the monument line of Thomas Road.

Thence North 89 degrees 42 minutes, 50 seconds east along said parallel line for a distance of 431.87 feet;

Thence South 0 degrees 18 minutes 44 seconds West 22.00 feet to a point on the North line of the South 33 feet of the Southwest Quarter of said Section 29;

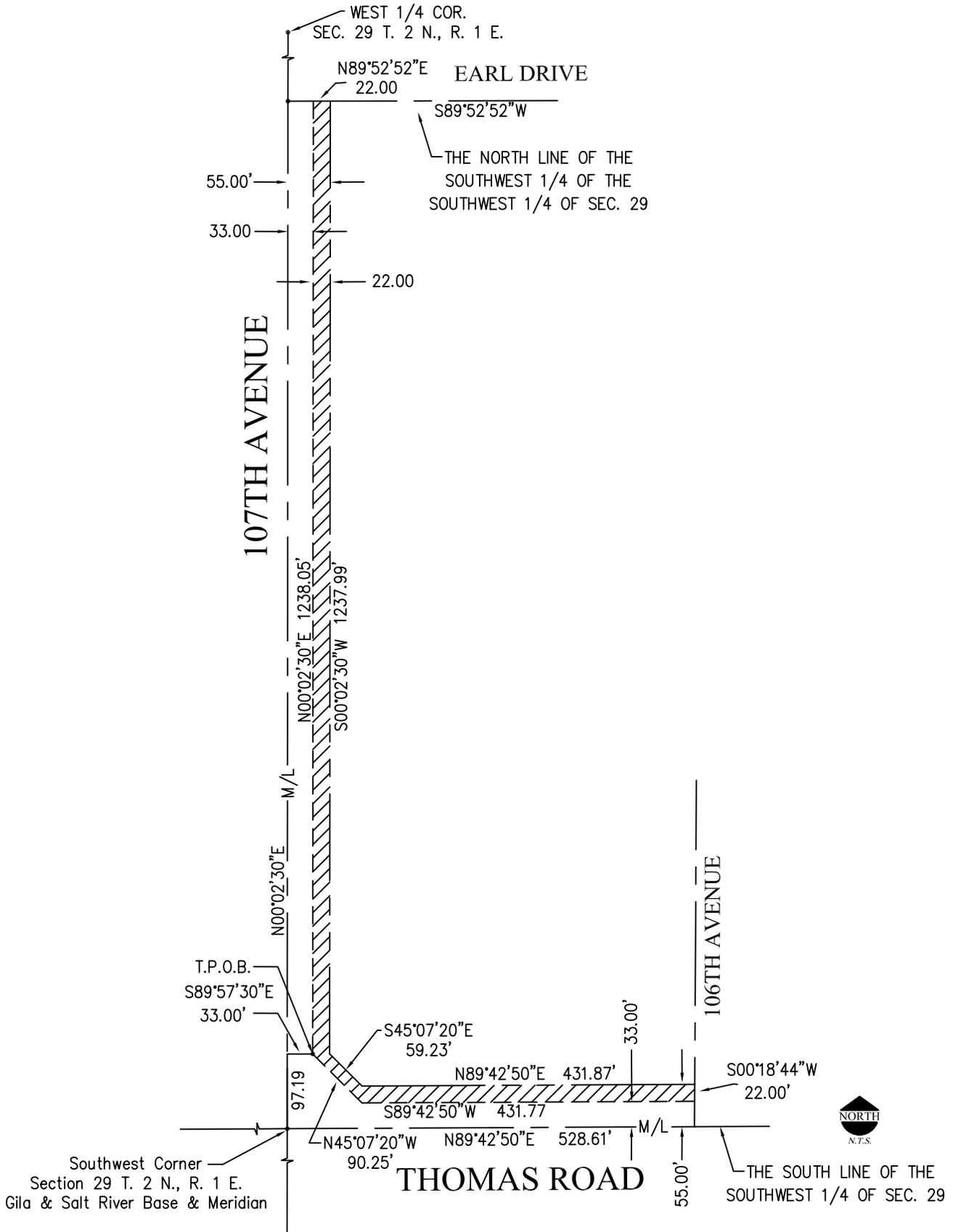
Thence South 89 degrees, 42 minutes, 50 Seconds West along said North line, 431.77 feet;

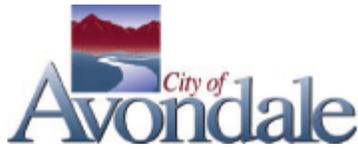
Thence departing from said line, North 45 degrees, 07 minutes, 20 seconds West a distance of 90.25 feet to the True Point of Beginning;

Except there from any portion lying within Glenarm Farms Unit 5, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, in Book 158 of Maps, Page 39.

# Right-of-Way Exhibit

## 107th Avenue and Thomas Road





# DEVELOPMENT SERVICES

**SUBJECT:**

Resolutions 2724-208 & 2725-208 – Single Family Residential & Commercial/Industrial/Multi-Family Design Manuals

**MEETING DATE:**

February 19, 2008

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

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**REQUEST:** Adoption of the Single Family Residential Design Manual and the Commercial/Industrial/Multi-Family Residential Design Manual by separate Resolutions.

**LOCATION:** Citywide

**APPLICANT:** Development Services Department - Planning Division

**BACKGROUND:**

The Avondale Zoning Ordinance establishes development standards for all new development occurring within the City, including but not limited to setbacks, lot coverage, landscape and open space requirements, screening requirements, and maximum building heights. In addition to the Zoning Ordinance other areas of interest to the city and are expected with all site design for commercial, industrial, mutli-family, or single family development is building placement, architecture and materials, color, landscaping design, signage design and other areas of design that add to the overall community character.

Over the previous few years, staff, the Planning Commission, City Council, and the development community have identified a need for the City to adopt a written policy document aimed at clarifying the City's expectations for these less defined areas of architecture and site design. In order to satisfy this need as well as supplement and reinforce the Site Plan Review and Preliminary Plat review standards contained within the Zoning Ordinance, the Planning Division began work on the Commercial, Industrial, and Multi-Family Residential Design Manual and Single-Family Residential Design Manual in March 2007.

Both Design Manuals have been regularly revised since the initial draft manuals were distributed at the Neighborhood Meeting on November 29, 2007. Comments from interested parties were sought out and received for both Manuals. Where it was determined that the proposed changes would further the goals and objectives of the City, the suggestions of the Planning Commission, City Council, Avondale residents and business owners, as well as developers, their representatives, and advocacy groups were incorporated into the documents. Although far too numerous to list all revisions made over the prior three months, changes include:

- Modifications in semantics intended to simplify and reduce confusion. For example, language pertaining to the use of retention areas towards active open space was reworded as follows:

**ORIGINAL:** "Open space areas located at the bottom of retention basins will be evaluated and may not be considered active open space if determined that they will be unusable *for long periods* following inclement weather."

**REVISED:** "Open space areas located at the bottom of retention basins will be evaluated and may not be

considered active open space if determined that they will be unusable *for more than 48 hours* following inclement weather.”

- Elimination of some fixed requirements which may have encouraged “cookie-cutter” developments. For example:

*ORIGINAL:* “Storefronts containing large portions of opaque walls are visually unattractive and often perceived as unsafe. **To address these concerns, strip retail commercial storefront construction should provide a minimum 60% open exposure to the street.** This exposure can be achieved through the use of windows, glass doors, or open facades.

*REVISED:* “Storefronts containing large portions of opaque walls are visually unattractive and often perceived as unsafe. Exposure to the street should be accomplished by the use of windows (especially at street level), glass doors, and/or open facades.”

- Addition of text to address unanticipated issues. For example:

*ORIGINAL:* “If developing next to a multi-story building, rooftop equipment shall be fully enclosed.”

*REVISED:* “If developing next to a multi-story building **higher than the proposed new building**, rooftop equipment shall be fully enclosed.”

- Addition of new sections and subsections, including but not limited to the following:
  - Safety (Community Policing Through Environmental Design)
  - Green Buildings and Sustainability (Commercial Manual)
  - Drive-Thru Facilities (Commercial Manual)
  - Wireless Communications Towers

#### **PRIOR REVIEW:**

This item was discussed by the Planning Commission at Work Session meetings on November 15, 2007 and January 17, 2008 and by the City Council at Work Session meetings on December 3, 2007 and February 11, 2008 (Exhibits C, D, and E). The items were presented for information, comment, and discussion only; no action has been taken.

#### **SUMMARY OF REQUEST:**

1. The proposed Design Manuals will serve as guidelines for architecture, site design, and landscaping for new development and re-development within the City of Avondale. The role of these documents is to supplement and reinforce the concepts/standards already contained within the Avondale Zoning Ordinance and General Plan.
2. The Single-Family Residential Design Manual contains the following sections: 1) Introduction, 2) Site Design, 3) Safety, and 4) Architectural Design. This manual is intended to assist and guide developers and homebuilders in understanding the expectations for new single-family subdivisions within Avondale. Specific design elements and points on how to achieve certain objectives such as increased setbacks, aesthetically pleasing street scenes, open space areas designed for recreational users of all ages, architectural features for individual house products unique to Avondale, and increased landscape buffers along the perimeters of a development.
3. The Commercial, Industrial, and Multi-Family Residential Design Manual contains the following sections: 1) Introduction, 2) Applicability, 3) General Guidelines for All Commercial, Industrial, and Multi-Family Development, 4) Commercial and Industrial Development, 5) Multi-Family Residential Development,

6) Signage, 7) Green Building Standards, and 7) Safety. This manual is intended to aide the commercial, industrial, and multi-family residential development community by clearly identifying the City's aspirations for new development. This document provides general guidance for all development as well as specific elements tailored to the different forms of development expected in Avondale.

4. The guidelines contained within the manuals are consistent with the types of guidelines and/or standards imposed upon development by most other communities throughout the Valley. The specific language of the various guidelines is in line with these other communities but has been specifically tailored to meet the unique needs of Avondale.

5. Staff is requesting that both manuals be adopted by City Council by Resolution. Adoption by Resolution will be a clear indication of the City Council's expectations for all development within the City, but also give developers the flexibility to devise unique solutions to unanticipated development issues.

#### **PARTICIPATION:**

The Development Services Department held a neighborhood meeting on November 29, 2007 to solicit comments from the development community, Homebuilders Association, and residents of Avondale. Staff continued to engage the development community and interested parties through the review process. A notice of the neighborhood meeting was published in the West Valley View on November 7, 2007. Approximately 20 citizens attended the meeting, 11 of whom completed the sign-in sheet and requested the opportunity to continue participating in the process.

Staff has solicited further public involvement by using e-mail advertisements, webpage links to the documents, press releases, and newspaper articles detailing the two manuals and encouraging participation. As a result of these efforts, fifteen people were mailed copies of the draft manuals in late November. Staff has received comments and suggestions from some of these individuals, many of which have been incorporated into the body of the two documents.

Additionally, staff actively sought comment from advocacy groups which represent the various aspects of the development community. The Arizona Home Builders Association of Central Arizona participated in the review process of the Single-Family Residential Design Manual. Valley Partnership, was also solicited to participate and provide comment on the proposed Commercial, Industrial, and Multi-Family Residential Design Manual. Both advocacy groups have remained actively involved during the previous four months and many of their comments and suggestions are incorporated into the two documents.

Since early December, both manuals have been available to the public through the Planning Division link at [www.avondale.org](http://www.avondale.org). As manuals have been revised, the website has been updated to reflect the most recent draft versions. Interested parties have been made aware when any changes to the drafts posted on the website have been made.

#### **PLANNING COMMISSION ACTION:**

The Planning Commission reviewed the two manuals at Work Session meetings in November 2007 and January 2008 and the response was largely positive. As the Manuals will be adopted by City Council Resolution as opposed to Ordinance, no Planning Commission Recommendation was required.

#### **ANALYSIS:**

- The two Design Manuals will assist developers by clearly stating the City's expectations for new development within Avondale's borders.
- The Design Manuals work to supplement and reinforce, not replace, the development standards and design standards contained within the Avondale Zoning Ordinance.
- Both Design Manuals emphasize essential principles of development, particularly site planning, compatibility with neighboring development, pedestrian accessibility, landscaping, open space, safety, sustainability, general building form, building massing, and building scale.
- The Design Manuals represent collaboration between City of Avondale staff, residents, Planning Commissioners, City Council Members, and the development community. An exceptional effort has been

made to involve interested parties during the entire length of the process.

**FINDINGS:**

- The proposed Design Manuals are consistent with the Avondale Zoning Ordinance.
- The proposed Design Manuals are needed to supplement the less defined areas of the Zoning Ordinance.
- The proposed Design Manuals will have a positive effect on future development within the City of Avondale.

**RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** separate Resolutions for each Design Manual.

**PROPOSED MOTION:**

Separate motions are required for each Design Manual:

- 1) I move that the City Council accept the findings and **ADOPT** the Resolution approving the Single-Family Residential Design Manual attached to the staff report as Exhibit A.
- 2) I move that the City Council accept the findings and **ADOPT** the Resolution approving the Commercial, Industrial, and Multi-Family Residential Design Manual attached to the staff report as Exhibit B

**ATTACHMENTS:**

Click to download

- 📄 [MCC Exhibits A-E](#)
- 📄 [RES - 2724-208](#)
- 📄 [RES - 2725-208](#)

**FULL SIZE COPIES (Council Only):**

Single-Family Residential Design Manual; Commercial, Industrial, and Multi-Family Residential Design Manual

**PROJECT MANAGER:**

Ken Galica, Planner II (623) 333-4019

**ATTACHMENTS:**

- Exhibit A - Single-Family Residential Design Manual
- Exhibit B - Commercial, Industrial, and Multi-Family Residential Design Manual
- Exhibit C - Planning Commission Work Session Meeting Minutes from November 15, 2007
- Exhibit D - City Council Work Session Meeting Minutes from December 3, 2007
- Exhibit E - Draft Planning Commission Work Session Meeting Minutes from January 17, 2008

**RESOLUTION** approving the “Single-Family Residential Design Manual”

**RESOLUTION** approving the “Commercial, Industrial, and Multi-Family Residential Design Manual”



S I N G L E F A M I L Y  
**RESIDENTIAL  
DESIGN  
MANUAL**

*Avondale, Arizona...A place to live,  
a place to visit, a place to build*



## City Council

Mayor Marie Lopez Rogers

Vice Mayor Ken Weise

Councilmember Jim McDonald

Councilmember Frank Scott

Councilmember Dr. Charles Wolf

Councilmember Jim Buster

Councilmember Stephanie Karlin

## Planning Commission

Chairman David Iwanski

Vice-Chair Michael Demlong

Commissioner Al Lageschulte

Commissioner Kevin Grimsley

Commissioner Edward Meringer

Commissioner Linda Webster

Commissioner Angela Cotera

## Development Services Team

Brian Berndt, Development Services Director

Rita Miller, Administrative Secretary

Tracy Stevens, Planning Manager

Scott Wilken, Senior Planner

Ken Galica, Planner II

Eric Morgan, Planner II

John Vater, Planner I

Wendy Turner, Planner I

Jennifer Fostino, Zoning Specialist

Alice Barlow, Senior Administrative Clerk

**RESOLUTION NO. #**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE SINGLE-FAMILY RESIDENTIAL DESIGN MANUAL.**

**WHEREAS**, the City of Avondale Municipal Code Section 22-41 establishes the requirement for Preliminary Plat Review, and City of Avondale Zoning Ordinance Sections 2, 6, 7, 8, and 9 impose development standards and set design standards to address a wide range of design, site planning, and environmental issues related to single-family residential developments; and

**WHEREAS**, in order to supplement and reinforce the preliminary plat and design review standards and establish clear and comprehensive design recommendations for single-family residential subdivisions, the City of Avondale Development Services Department prepared the Design Manual for Single-Family Residential Development; and

**WHEREAS**, the Design Manual seeks to clarify and reinforce the objectives of the residents of Avondale and is intended to give clear design direction to applicants and provide City staff, the Planning Commission, and City Council with the tools needed to properly evaluate development proposals within the context of City policies and standards; and

**WHEREAS**, the Design Manual emphasizes essential principles of development, particularly site planning, compatibility with neighboring development, pedestrian accessibility, landscaping, safety, sustainability, general building form, building massing, and building scale; and

**WHEREAS**, the Design Manual seeks to encourage the development of high quality, livable single-family residential neighborhoods within Avondale ; and

**WHEREAS**, the City of Avondale Development Services Department hosted a community meeting to introduce the proposed Design Manual on November 29, 2007, and has actively encouraged participation from both the residents of the City of Avondale and the development community through newspaper stories, phone calls, legal advertisements, e-mail messages, and press releases; and

**WHEREAS**, draft versions of the Avondale Single-Family Residential Design Manual have been distributed to interested parties for their review and comment; and

**WHEREAS**, the Planning Commission held Work Sessions to discuss the proposed Design Manual on November 15, 2007 and January 17, 2008 and provided comments and suggestions that were incorporated into the final document; and

**WHEREAS**, the City Council reviewed the Design Manual during Work Sessions on December 3, 2007 and February 11, 2008 and during a Regular Meeting on February 19, 2008; and

**WHEREAS**, the City Council acknowledges that the Development Services Director may make certain typographical or technical corrections, including improvements to the photographs and graphics, to the Design Manual that do not result in a substantive change in the Manual.

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

SECTION 1. That the Single-Family Residential Design Manual dated February 2008, attached hereto as Exhibit A, is hereby adopted.

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, February 19, 2008.

---

Marie Lopez-Rogers, Mayor

ATTEST:

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Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A

[Single-Family Residential Design Manual]

See following page.

DRAFT

## Table of Contents

### **Introduction**

Purpose .....	3
Intent .....	4

### **Site Design**

Lot Layout.....	5
Smaller Lot Development.....	8
Perimeter Improvements.....	10
Entry Areas.....	11
Street Layout.....	12
Landscaping .....	15
Storm Water Retention.....	16
Open Space and Amenities.....	17
Mailbox Design.....	20

### **Safety**

CPTED Standards.....	21
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### **Architectural Design**

Architectural Elements.....	24
Materials and Colors.....	25
Porches and Patios.....	26
Massing and Building Facades.....	27
Roof Articulation .....	28

## Introduction

The Single Family Design Manual is intended to assist project designers, developers, and residential property owners in understanding and implementing the City of Avondale's goal of attaining high quality residential development. The guidelines set throughout this document will apply to all single family residential development and will be used during the city's plan review process as criteria against which to review projects seeking approval during zoning, preliminary plat, and house product review.

This document is designed to allow flexibility in site design and product, support innovative ideas and creative design, and welcome equivalent alternatives to specific criteria within this document that cannot be achieved. The guidelines are set forth to challenge each project to increase the design for each development instead of seeking to only meet the minimum zoning requirements set forth in the City of Avondale Zoning Ordinance and all other applicable codes and ordinances.

## Purpose

This Manual was prepared to promote and create a sense of community, livability, and unique identity for the citizens of Avondale. The points throughout provide a tool to assist City Council, Planning Commission, and the development community in achieving and constructing diverse residential neighborhoods. The intent is to provide clear direction, background and support to developers in achieving the city's expectations for single family residential development by:

- Providing a framework for residential developments that offer a diversity of products and conform to an expressed architectural style that will not adversely affect the present or future development of the city.
- Eliminating the sameness and intensity of new tract home developments with smaller narrow lots, uniform setbacks, and a limited range of exterior house elevations, building materials and colors. These types of developments create an impression of dense building mass and closeness which should be avoided.
- Providing key components such as materials used in constructing, finishing, or accenting any single family residence that will add value to the exterior finish and all elevations to create a viable streetscape and attractive neighborhood.
- Providing innovative street designs that create safe neighborhoods and plentiful useable open space and amenities.
- Serving as an addition to the General Plan, Subdivision Regulations, Planned Area Development (PAD), Single Family Zoning Districts, and the Engineering Design Guidelines.

## Intent

The intent of the Manual is to elevate and enhance the quality of single family development in the city and create a unique identity for Avondale. The Manual addresses three primary issues regarding development.

1. Small and narrow lot tract homes, uniform setbacks, minimal range of housing choices, garage dominated streetscapes, dense building mass and closeness to each neighbor.
2. The usage of the Planned Area Development (PAD) Zoning District to seek relief from minimum zoning standards.
3. Meeting the intent and target densities of the Avondale General Plan.

The City of Avondale over several years has seen an influx of small lot subdivisions which are typically identified as lots 6,000 s.f. and smaller. These subdivisions have been approved through the PAD Zoning District and at times have failed to stand out as unique neighborhoods within the city. Such subdivisions have typically reduced side, front and rear setbacks and have been placed very close to one another if not located directly on the property line, creating very narrow lots, and houses very close to the street.

Due to the increased inventory of such neighborhoods the city must ensure that new subdivisions and housing products meet a higher standard for new development predominately within the southern boundaries, but overall throughout the city. In partnership with the development community and builders, the city strives to maintain the vitality of the community and create more character, open space areas, and a visually pleasing setting within each neighborhood.

Therefore, small lots developments with lots less than 6,000 s.f. town-homes, patio homes, z-lots, or auto court products must either be carefully integrated within master planned communities where appropriate or locate within in-fill and redevelopment areas where higher densities are compatible with the existing development and the Avondale General Plan. Specific requirements for smaller lots are identified on page ten and eleven of this document.

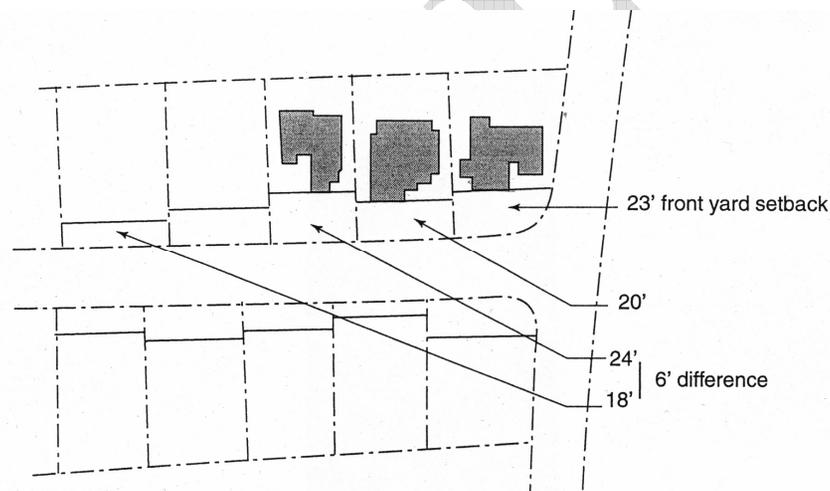
In addition, the undeveloped areas surrounding the southern boundaries of the city create a unique opportunity for developers to build residential communities that will lend themselves to the low to medium densities prescribed in this area and provide a special sense of place with open space that is bounded by the Estrella Mountains, Gila and Agua Fria Rivers, and other beautiful natural landscapes.

## A. Site Design

### Lot Size and Layout

The variation of placement and orientation within new subdivisions is essential to achieve visual variety and avoid sameness. Incorporate the following into the project design to provide variations throughout the neighborhood.

- Varied front yard setbacks
  - Stagger the front yard setback to living area and garage by a minimum of three feet or more on adjoining lots and provide a range of six feet or more on the same block.



- Stagger the rear yard setback when a row of lots backs onto an arterial or collector street.
- Vary lot widths where appropriate throughout a neighborhood to create diversity in street scene and product.
- Provide building envelopes that may encourage angled building orientation on wider corner lots where appropriate.
- Avoid the placement of lots centered on “T” intersections and avoid driveways opposite a “T” intersection.
- Increase the width of corner lots an additional six feet (from the standard set in the Zoning Ordinance) or provide a minimum six-foot wide landscape tract.

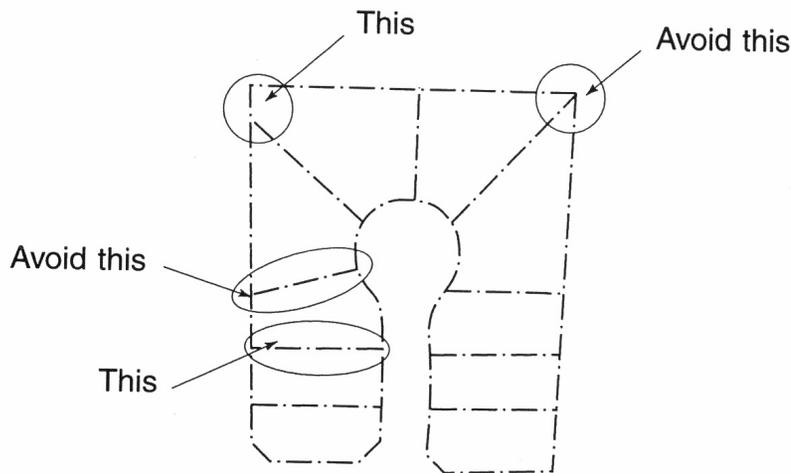
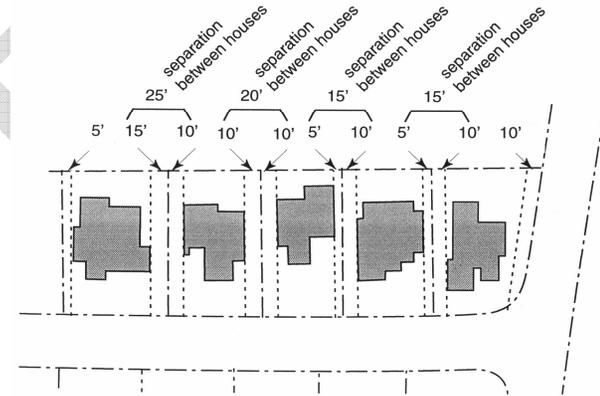


- A transition in lot size and/or other design alternative, such as a landscape buffer should be provided in locations where single family backs onto more intense or potentially incompatible land uses.
- Avoid siding lots onto any arterial streets.

- To lessen the dominance of the garage to the street front facing garages should be either flush with or recessed behind the living area. Where the front facing garage is placed flush with the front entry, a courtyard or other architectural feature or pop-out should be added to the elevation to ensure an aesthetically pleasing view from the street.
- Design the neighborhood so that no more than eight lots are placed in a row backing onto an arterial or collector street before there is a change in the lot pattern or streetscape (see diagram on page 13).
- Provide a mix of driveway orientations throughout a neighborhood.
- Driveways to be a minimum of 20 feet in length or longer (measured from back of sidewalk) to avoid any overhang of vehicles onto sidewalks.



- Provide variation in the width of the side yards and in the separation between houses on the lots. This guideline is in addition to the Zoning Ordinance requirement.
- Increase the side yard width on some lots to provide a minimum of 15 feet of combined side yards
- Group wider side yards together on some adjoining lots to provide a separation of twenty feet or more between houses.
- Provide a minimum of 10 feet side yards for two-story homes.



- Design lot shapes to be simple and rectangular without narrow lot frontages or irregular lots that create un-useable space.
- Avoid acute angles where rear lot lines and side lot lines meet.

### **Smaller lot development**

The small lot development section of this manual has been adopted by City Council to encourage innovative high quality development in certain areas of the city already designated by the Avondale General Plan. These types of developments often built as clustered subdivisions, z-lots, auto courts, patio-homes, twin homes, casitas, 2-story terrace homes, or town-homes with rear entry garages provide housing for persons desiring the smaller lot, less maintenance but more amenities such as pools and spas, recreational areas and sport courts with privacy and security offered in a smaller community neighborhood.

The key goal of this section is to encourage development to locate in areas where residents can walk to local retail/commercial areas, especially in and around the designated City Center area, interact with their neighbors at a clubhouse or community pool, and allow for transit oriented development in close proximity to the I-10 freeway. For developments proposing lots sizes less than 6,000 s.f. one of the following criteria must be met:



- 1. The property is identified on the General Plan as Medium High Density Residential (4-8 du/ac with a target density of 4 du/ac), High Density Residential (8-12 du/ac with a target density of 8 du/ac) or Mixed Use.**
- 2. Existing zoning allows for smaller lot developments.**
- 3. Is located within a designated Revitalization Area or infill area as determined by the City Council.**
- 4. Is integrated into a large scale (over 300 acre) mixed use master planned community that provides plentiful open space, amenities, and justification that higher density products are warranted within the area.**

The City of Avondale encourages diversity in housing products by permitting the smaller lots developments in appropriate areas but requiring a superior level of design, quality, and amenities for the on-the go lifestyle. Integration of the following into all small lot developments in addition to all other applicable sections of the Zoning Ordinance and Subdivision Ordinance will assist the City is providing neighborhoods with a sense of spaciousness and a relaxed quality of life.

- Design and orient lots to create dramatic entries, court yards, capture existing natural views, and front onto open space areas.
- Reduced front yard setbacks are discouraged unless placed within a very urban setting such as the City Center.
- Provide visually contrasting paving surfaces for all lots at driveway locations and courtyards.
- Integrate rotundas, covered areas, patios, porches and gathering places where appropriate.
- Provide a mix of driveway designs and locations for each neighborhood which favor a rear (behind the living area) or side entry garage. (See illustration to the right).
- All living spaces should be attached to the main structure and designed away from the street when incorporated into a traditional neighborhood.
- Side entry garages to have a minimum of 24 foot setback from the face of garage to the side property line.
- Lot size and product should transition when backing up to larger lot developments that have lots 10,000 s.f or larger. Landscaping and open space can also be utilized to create an appropriate buffer between small and larger lot neighborhoods.
- All lots to be designed so that there is a logical location for all trash receptacles and a/c units out of sight to the public or neighbors and fully screened behind a fence or gate.



## Perimeter Improvements

Design the perimeter improvements to create an attractive appearance to complement the style and character of the home, street layout, and neighborhood.

- Design the perimeter walls to be architecturally enhanced with landscaping and materials and colors that complement the project's architecture and provide a distinct wall design with decorative elements throughout.
- Eight foot, six inch thick walls required along all arterials.
- Six foot walls are required along all collectors and local streets.
- Perimeter walls should stagger at least once every 100 feet, with a design that employs a design/pattern every 600 feet and a column every 300 feet. A minimum of a 4 inch pilaster cap and 4 inch block cap is recommended.
- Accepted materials may be brick, stone, tile, travertine, or other materials sustainable in a desert environment.
- All perimeter walls to be constructed concurrent with the associated phase of development.
- Theme walls are to be installed in all areas visible from public view with enhanced landscaping to compliment the architecture and colors. Public view to include open space areas, public/private streets, walkways, and view corridors.
- View fencing should also be integrated into a development along open space areas with wrought iron or other decorative materials that promote views corridors and safety.



## Entry Areas

Design neighborhood entries to provide a sense of arrival into a community through the use of features that may include:

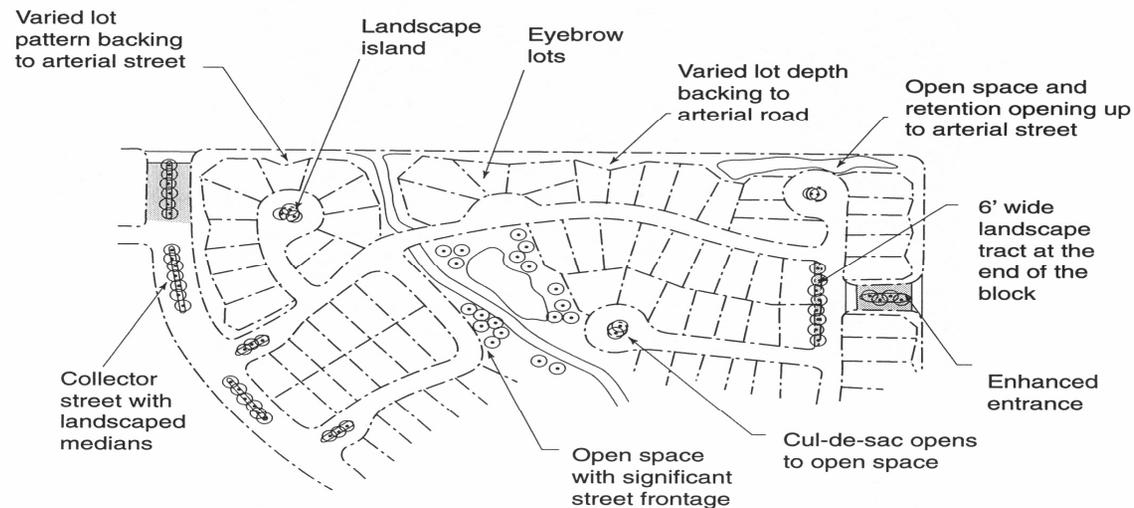
- Entrance paving material
- Fountains
- Feature lighting
- Landscaping and planters with turf
- Landscape medians
- Decorative fencing with special wall treatments
- Gates
- Distinct wall design
- Trellises and/or other like elements



## Street Layout

Streets should be planned to weave the community together and simplify traffic circulation patterns. To achieve an efficient street system the following design elements are to be incorporated with each development.

- The proposed circulation system should consider the hierarchy of street classifications. New streets to connect with adjacent existing public streets to form a neighborhood network.
- Prevent through-traffic on local residential streets by appropriate street design utilizing curvilinear streets and cul-de-sacs which lend themselves to increased pedestrian circulation.
- Prevent homes from fronting on all collector streets.
- Cul-de-sacs are to terminate on lots, a minimum of 20 foot wide landscape tract, or entrance to common open space areas, not blank walls or narrow un-useable remnants in the front yard.



- Traffic calming measures such as islands, traffic circles, chokers, raised crosswalks, or intersections curb extensions, and/or other traffic calming methods to be used where appropriate to slow vehicular speeds within the neighborhood.
- Arterial and collector grid systems to be maintained at the ¼ mile, and mile spacing. Discontinuities and curvilinear roadways on collector corridors at the ¼ mile and ½ mile spacing are discouraged and discontinuities and curvilinear roadways are prohibited at arterial, one mile spacing.
- Raised crosswalks are encouraged where appropriate and do not cause drainage issues.

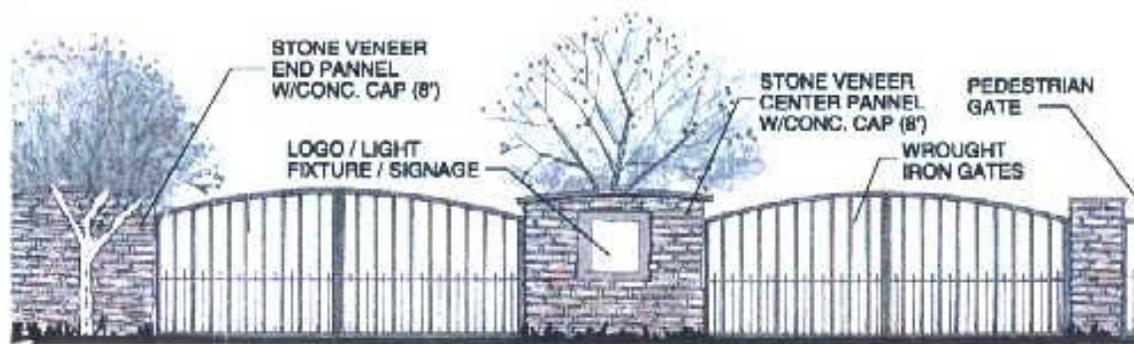


- Landscape medians and enhanced streetscape lighting to be provided on collector streets throughout the development subject to the Engineering Design Guidelines.
- Low groundcovers to be used at intersections to maintain proper visibility.
- Special directional signage should always incorporate a design theme through – out the neighborhood.

- Detached sidewalks to be considered for all master planned communities with a five foot landscape planting area. See City standard cross-sections in the Engineering Design Guidelines.
- Low density projects with 1/2 acre minimum lot sizes or greater that promote a rural and suburban environment may not be required to provide sidewalks.



- Gated communities are encouraged when a vehicular interconnection to an existing adjacent neighborhood is not needed. Occasionally stub streets may be necessary to ensure future access to adjacent parcels as required by the Development Services Department.
- All gated communities are required to provide private streets.



ENTRY GATES

## Landscaping

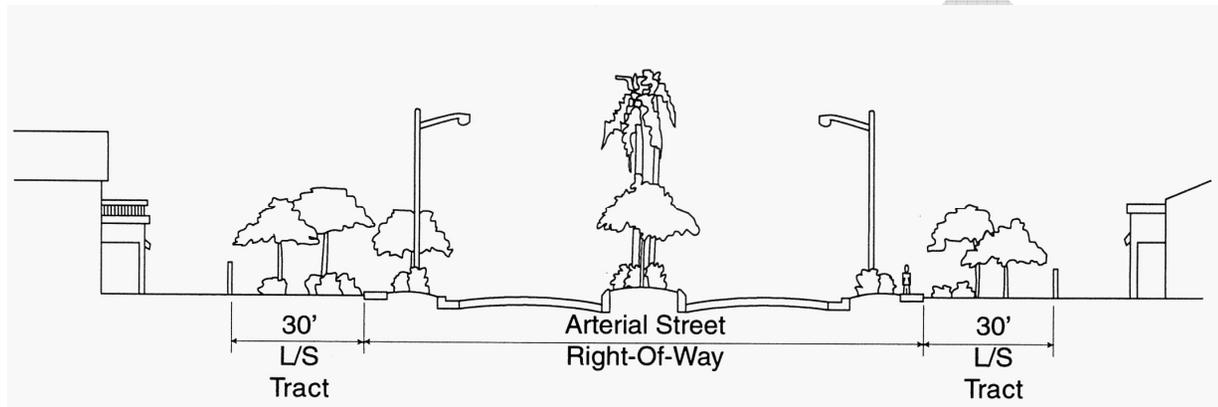
Landscaping shall conform to the requirements in the Avondale Zoning Ordinance and be used to soften and embellish the quality of residential environments, accent entries, and community features. Street tree planting should generally consist of random natural plantings and patterns. Interesting tree massing with random spacing are encouraged to provide an undulating and varied streetscape, with view “windows” (the size and location will be dependent on the site and key development features on the site or beyond) created at selected points.



- Choose a landscape theme and plant palette that will create an identity and natural appearance for each neighborhood.
- Decorative tree grates are encouraged to be used when possible in walkway and public open spaces areas.
- Drought tolerant and low water use plants, trees, and shrubs are encouraged in the right of way areas subject to the Arizona Department of Water Resources Drought Tolerant/Low Water Use Plant List.
- Where appropriate Evergreen species should be considered.
- Decomposed granite to be a minimum of 3/4" sized in diameter
- Backflow Prevention Devices to be screened and carefully placed throughout the development.
- All CCR's for each neighborhood to address landscape maintenance requirements for open spaces areas, entries, and individual's lots. A maintenance and replacement program shall be put in place to minimize any turf areas, trees, and shrubs from becoming displeasure to the neighborhood.



- A minimum of 30 foot landscape buffers are required along all arterial roadways outside of the right-of-way and minimum of 15 foot wide landscape buffers are required on all collectors.



### Storm water Retention

Retention areas are to meander through the development as a greenbelt.

- Contour the sides and bottoms of the basins to create a natural looking appearance. Use varied slopes and curvilinear edges to create a more natural looking facility instead of a rectangular form and long stretches.
- Locate retention areas so they are visible, attractive, and accessible for recreational use. All basins must have adequate street frontage.
- All tracts and retention basins to be owned and operated by the HOA.



## Open Space and Amenities

Open space is considered the common area portion of a residential subdivision, located outside of required setbacks, where there are no buildings, driveways, or parking. Usable open space shall be considered any area on a site which is designed to be used for recreational or gathering purposes and viewed as an amenity to the residents. Various types of amenities provided in residential developments will promote resident interaction and build a strong sense of neighborhood and community.

- Provide a sufficient amount of open space and facilities to match the scale of the development.
  - A minimum of 15% open space to be provided in all subdivisions with lots greater than 6,000 s.f.
  - All open space and amenities to be increased in excess of 15% for all developments with lots less than 6,000 s.f. z-lots, patio home developments, town-homes, or cluster developments.
- Usable open space to be provided in the form of tot lots, swimming pool areas, clubhouse, turf play areas, private parks, dedicated park sites, multi-use paths, volleyball courts, trail systems, basketball courts, equestrian and hiking trails, barbeque areas, or other similar amenities.
- Utility corridors to be utilized as open space and improved in an effort to provide connecting trail systems or other passive open space activities.
- The minimum width of an open space trail to be between eight to ten feet in width and lighted with low level security lights.
- Multi-use paths to be a minimum of 12 feet in width on a concrete surface or a ten foot concrete surface with two foot jogging path.
- Pedestrian amenities (such as benches, trash receptacles, bicycle racks, and pedestrian scale lighting) should be provided along trails every 800 feet, and in the vicinity of the tot lots, sport courts, and other active open spaces.
- Active play areas are to be carefully designed and located to ensure safety and compatibility. Tot lots to be located central to the neighborhood or in each phase of a development if designed as a multi-phased project. Other types of amenities to be considered to allow choices for all age groups.



- Trees with wide canopies shall be planted in close proximity to pedestrian seating to provide cover from the sun.
- Provide open space in areas that will create focal points and scenic views.
- View walls and wrought iron fencing is encouraged where appropriate to promote safety and views.
- Locate decorative street lighting throughout the development in open space areas that provides a theme and character for the area.
- Consideration to the existing natural features such as rivers, washes, open spaces, creeks, etc. shall be incorporated in the design of the neighborhood.



- All open space areas to provide connectivity to each other by designing the areas to meander as a greenbelt.
- Open space areas to be developed at a rate equal to or greater than the rate of construction of the residential area.
- The overall area used for the golf course may not account for the total open space in an effort to allow for other amenities within the project. A maximum of 50% of the area identified as a golf course may be used towards open space.
- Incorporate public art where appropriate into passive open space areas.
- Alternative Wireless Communication structures should be designed to fit aesthetically within the neighborhood by utilizing specific design elements deemed appropriate by the Development Review Team and should not cause or obstruct views or recreational areas within the neighborhood or the open space area.  
Co-locations on existing structures should always be considered first prior to building new wireless structures within a neighborhood.



- *Active* open space areas must be above the 100 year water line. Open space areas located below the 100 year water line will not be considered active open space since they may be unusable following periods of severe weather.

## Mailbox Design

The mailbox design and location is integral to the neighborhood as it is a place that should foster neighborhood interaction, safety, and convenience. Mailbox designs should be integrated within the development, located near street lights and other pedestrian lighting locations, and should reflect the same type of building materials as used throughout the neighborhood.

- The location of the mailbox should not be located at the entrance to the development, but located around open space areas. If mailboxes are located at the perimeter of the development, then a kiosk is required for screening purposes.
- Locate mailboxes so that they are not opposite any entry drives to minimize stopping and congregation of traffic.
- Smaller groupings of mailboxes or single mailboxes are encouraged where appropriate with larger lot developments or depending on the type of development throughout the local streets.



## Safety

Crime Prevention Through Environmental Design, or CPTED (pronounced sep-ted), is a crime prevention philosophy based on the theory that proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime, as well as an improvement in the quality of life. The first and foremost goal of the City of Avondale is to create safe neighborhoods for our residents through the design elements described in this manual.

The best time to apply this philosophy is in the design phase before a building or neighborhood is built. Therefore, the emphasis is on prevention rather than apprehension. These elements can be successfully applied later, but retrofitting an existing environment can sometimes be costly. The use of CPTED standards will reduce crime and fear by reducing criminal opportunity and fostering positive social interaction throughout a community.

By including CPTED principles in new construction, from the design stage, the city in partnership with the development community will make the built environment safer from the start, rather than waiting for crime problems to develop later.

The over goal of the city and the CPTED philosophy is to design and build safer, more productive and user-friendly neighborhoods, reducing costs and liability and ultimately, the improvement in the quality of life for Avondale residents.

There are four basic and overlapping principles in the CPTED concept that should be considered for each project.

### **Natural Surveillance**

We need to create environments where there is plenty of opportunity for people to engage in their normal behavior and to observe the space around them. This is done by designing the placement of physical features, activities and people in such a way to maximize visibility to allow natural surveillance to occur.

### **Natural Access Control**

Most criminal intruders will try to find a way into an area where they will not be easily observed. Limiting access and increasing natural surveillance keeps them out altogether or marks them as an intruder. By selectively placing entrances and exits, fencing, lighting, and landscape to control the flow of or limit access, this will in turn increase the level of natural access and control within a neighborhood.

### **Natural Territorial Reinforcement**

An environment designed to clearly delineate private space does two things. First, it creates a sense of ownership. Owners have vested interest and are more likely to challenge intruders or report them to the police. Second, the sense of ownership within a community or space creates an environment where “strangers” or “intruders” stand out and are more easily identified. By using buildings, fences, pavement, signs, lighting, and landscape to express ownership and define public, semi-public and private space, natural territorial reinforcement occurs.

### **Construction of Walls**

Walls for security must be of substantial construction to resist vandalism and excessive deterioration, with materials and finishes as described in the Zoning Ordinance. Where such walls are not required for visual screening or noise control, the walls may have decorative wrought iron fence panels with vertical pickets that present an opening of four inches or less and are designed as an integral part of the wall. In some locations, such as between property lines and bike paths, golf courses, parks, and walkway, the use of the decorative wrought iron is encouraged to increase visual surveillance and maintain aesthetics.

### **Maintenance**

CPTED and the "Broken Window Theory" suggests that one "broken window" or nuisance, if allowed to exist, will lead to others and ultimately to the decline of an entire neighborhood. Neglected and poorly maintained properties, lighting, landscaping or open space areas can increase the level for criminal activity. Maintenance within a community and with each individual housing unit must be maintained at all times to include, paving surfaces, landscaping, walls, gates, entry features, light poles, play equipment, pools and ponds, signs, paint, and other related items typically found within a neighborhood.

The CPTED Theory advocates that all possibilities for natural crime prevention be exhausted prior to the involvement of the mechanical and organized strategies. The CPTED approach is much more user friendly and customer service oriented than the traditional target hardening approach. Each element below must be carefully analyzed when reviewing and designing projects and must be included and addressed with each neighborhood to ensure the safest neighborhoods for Avondale residents.

- Provide clear border definition of controlled space.
- Provide clearly marked transitional zones that indicate movement from public to semipublic to private space.
- Relocate gathering areas to locations with natural surveillance and access control or to locations away from the view of would-be offenders.
- Place safe activities in unsafe locations to promote natural surveillance of these activities to increase the perception of safety for normal users and risk for offenders.
- Re-designate the use of space to provide natural barriers to conflicting activities.

- Improve the scheduling of space to allow for effective use, appropriate “critical intensity” and temporal definition of accepted behaviors.
- Redesign or revamp space to increase the perception or reality of natural surveillance.
- Overcome distance and isolation through improved communication and design efficiencies.

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## B. Architectural Design

Defining and establishing the character and theme of a neighborhood is addressed through many design elements and detailing of each house product. Residential architecture should consider compatibility with surrounding context, including building style, form, size, color, material, and roofline. Design elements shall include the following architectural details.



- Provide five distinct floor plans and three to four distinct elevations for each designated neighborhood or builder within a master planned development.
- In master planned communities with there may be several builders each builder should provide a distinct design theme compatible with the overall design and development of the community.
- Developments with only one builder developing 100 lots or more should provide additional elevations and floor plans or include a product series for each neighborhood to complement a designated theme throughout the community.

- Provide treatment of windows, doors, covered front entries, porches or dramatic entry feature, and roof overhangs on all sides.
- Decorative pilasters, molding, cornices, brick, stone, river rock, masonry or other façade and accent material to encourage curb appeal.
- Deep insets or four-sided pop-outs shall be provided around windows and doors along with other architectural recesses and projections to present distinctiveness.
- Arched, bay, projecting, transom, and clerestory windows are appropriate architectural details.

### Materials and Colors

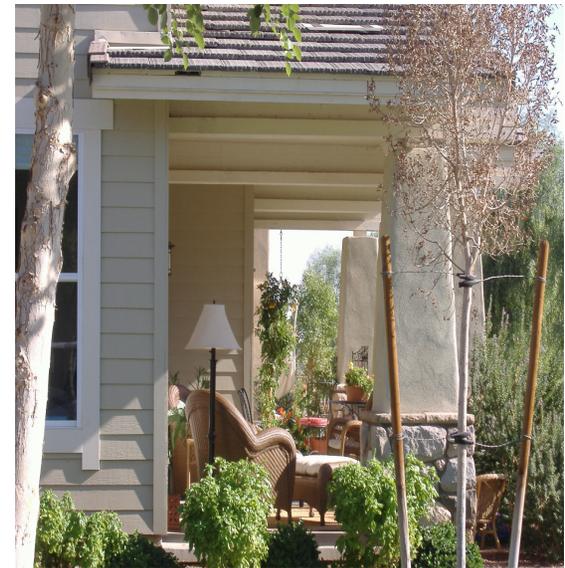


- Use materials, color, and other architectural treatments to create visual interest, continuity, and an identifiable character that compliment each other without utilizing bright obtrusive colors such as brick, masonry, stucco, adobe, stone, wrought iron/steel. Wood is acceptable as a trim or accent only.
- Provide a minimum of three (3) acceptable roof materials such as:
  - Clay tile
  - Slate or flat concrete tile
  - Barrel (S) tile

- Exterior shutters, windows balconies, and window grilles are required to be integrated where appropriate. Exterior shutters must be painted to withstand the sunlight and not create a fading weathered appearance over time.
- The design, color, and materials of accessory structures shall be architecturally tied to the main structure.
- Roof materials should exhibit earth-tone colors and non-reflective in muted tones.
- Metal flashing, vents, pipes, electrical panels and other exposed metal must be painted to match the color of the house.
- Box all fireplace chimneys to avoid exposed metal flutes.

### **Porches, Patios, Courtyards and Entries**

- The entry should be the focal point through the use of roof elements, columns, porticos, recesses or pop-outs or other architectural elements.
- Integrate front porches, courtyards, or other dominant and dramatic entry features to create an attractive interface with semi-public front yard areas. The door must be visible and prominent from the street and not behind a garage or living area.
- Narrow entry areas are not allowed in order to avoid potential safety hazards.
- Pillars, columns, and posts are to be enhanced with stucco and other architectural treatments such as brick or stone.
- Patio covers to be provided as a standard feature and match the architecture of the house and the roof material.



- Outdoor lighting at the entry areas are required as a standard feature, coach lights at garage(s) are encouraged as a standard feature to create a safe environment.
- All lighting should match the architecture of the house, and be fully shielded and directed downward to not reflect onto adjacent homes or streets.

### Massing and Building Façade

- Design two-story homes with a single story element placed closest to the front of the house. This can be achieved by adding a front porch area or other architecturally enhanced living space.



- Long, unbroken facades are prohibited. No adjacent home or home across the street to have the same elevation. All elevations to have significant changes in architectural design to prevent the 'cookie-cutter' effect.
- Garage placement on individual lots to be sensitive to the front window elevations directly across the street to reduce any line sight visibility directly into the garage across the street.
- Garage doors should be designed with architectural relief as shown and be placed interior to the site on corner lots when possible.

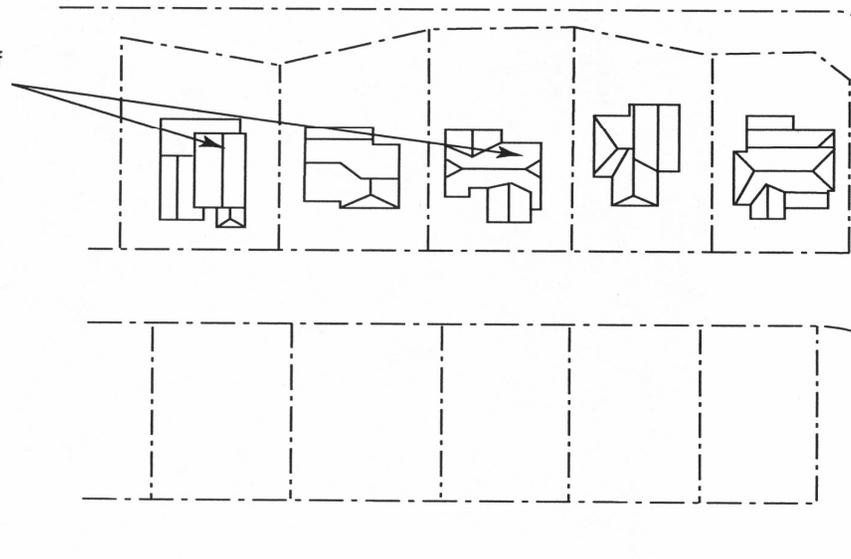
- Gated entries on the side yards to be treated and designed as such to create unique entries that are compatible with the architecture of the home.

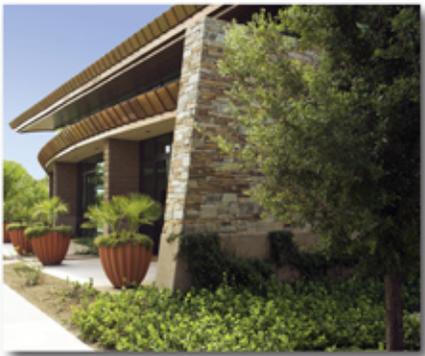
**Roof Articulation**

- Variation in ridgeline height and alignment should be utilized to create visual interest.
- Rooflines to have variations in pitch and alternatives from parallel to perpendicular adjacent to the street.
- Articulation of wall planes and a variety of roof forms and heights is required to create uniqueness and diversity on each street.



Provide a variety of roof forms and ridge lines





# COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DESIGN MANUAL



## City Council

Mayor Marie Lopez Rogers  
Vice Mayor Ken Weise  
Councilmember Frank Scott  
Councilmember Jim McDonald  
Councilmember Dr. Charles Wolf  
Councilmember Jim Buster  
Councilmember Stephanie Karlin

## Planning Commission

Chairman David Iwanski  
Vice Chairman Michael Demlong  
Commissioner Al Lageschulte  
Commissioner Edward Meringer  
Commissioner Kevin Grimsley  
Commissioner Linda Webster  
Commissioner Angela Cotera

## Development Services Team

Brian Berndt, Development Services Director  
Rita Miller, Administrative Secretary  
Tracy Stevens, Planning Manager  
Alice Barlow, Administrative Clerk  
Scott Wilken, Senior Planner  
Ken Galica, Planner II  
Eric Morgan, Planner II  
John Vater, Planner I  
Wendy Turner, Planner I  
Jennifer Fostino, Zoning Specialist

**RESOLUTION NO. #**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL DESIGN MANUAL.

**WHEREAS**, the City of Avondale Zoning Ordinance Section 106 establishes the requirement for Site Plan Review, and City of Avondale Zoning Ordinance Sections 3, 4, 6, 7, 8, 9, 10 and 12 impose development standards and set design standards to address a wide range of design, siting, and environmental issues related to commercial, industrial, and multi-family residential development; and

**WHEREAS**, in order to supplement and reinforce the Site Plan Review standards and establish clear and comprehensive design recommendations for all commercial, industrial, and multi-family residential development, the City of Avondale Development Services Department prepared the Commercial, Industrial, and Multi-Family Residential Design Manual; and

**WHEREAS**, the Design Manual seeks to clarify and reinforce the objectives of the residents of Avondale and is intended to give clear design direction to applicants and provide City staff, the Planning Commission, and City Council with the tools needed to properly evaluate development proposals within the context of City policies and standards; and

**WHEREAS**, the Design Manual emphasizes essential principles of development, particularly site planning, compatibility with neighboring development, pedestrian accessibility, landscaping, safety, sustainability, general building form, building massing, and building scale; and

**WHEREAS**, the City of Avondale Development Services Department hosted a community meeting to introduce the proposed Design Manual on November 29, 2007, and has actively encouraged participation from both the residents of the City of Avondale and the development community through newspaper stories, phone calls, legal advertisements, e-mail messages, and press releases; and

**WHEREAS**, draft versions of the Commercial, Industrial, and Multi-Family Residential Design Manual have been distributed to interested parties for their review and comment; and

**WHEREAS**, the Planning Commission held Work Sessions to discuss the proposed Design Manual on November 15, 2007 and January 17, 2008 and provided comments and suggestions that were incorporated into the final document; and

**WHEREAS**, the City Council reviewed the Design Manual during Work Sessions on December 3, 2007 and February 11, 2008 and during a Regular Meeting on February 19, 2008; and

**WHEREAS**, the City Council acknowledges that the Development Services Director may make certain typographical or technical corrections, including improvements to the photographs and graphics, to the Design Manual that do not result in a substantive change in the Manual.

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

SECTION 1. That the Commercial, Industrial, and Multi-Family Residential Design Manual dated February 2008, attached hereto as Exhibit A, is hereby adopted.

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, February 19, 2008.

---

Marie Lopez-Rogers, Mayor

ATTEST:

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Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A

[Commercial, Industrial, and Multi-Family Residential Design Manual]

See following page.

DRAFT

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**Design Manual for Commercial, Industrial, and Multi-Family Residential Development**

**RESOLUTION**

<b>I. Introduction</b>	<b>p. 6</b>		
A. Intent			
B. Statement of Purpose			
C. Design Goals			
D. Design Objectives			
<b>II. Applicability</b>	<b>p. 10</b>		
A. Development Subject to Design Review			
B. Exemptions from Design Review			
C. Appeals			
<b>III. All Commercial, Industrial, and Multi Family Development</b>	<b>p. 12</b>		
A. Site Planning			
B. Building Design			
<b>IV. Commercial and Industrial Development</b>	<b>p. 31</b>		
A. Parking and Circulation			
B. Open Space			
C. Freestanding Commercial Buildings			
		D. Small Commercial Centers	
		E. Shopping Center Developments	
		F. Commerce Parks and Industrial Buildings	
		G. Drive-Thru Facilities	
		H. Parking Garages	
		I. Communications Towers	
		<b>V. Multi-Family Residential Development</b>	<b>p. 50</b>
		A. Site Design	
		B. Building Design	
		<b>VI. Signage</b>	<b>p. 65</b>
		<b>VII. Green Building Standards</b>	<b>p. 70</b>
		<b>VIII. Safety</b>	<b>p. 78</b>
		<b>GLOSSARY</b>	<b>p. 82</b>

## I. INTRODUCTION

Avondale's appeal is not the product of a single activity. Rather, it is the cumulative effect of many individual, corporate, institutional, and public decisions. Thus, a commitment to the physical character of a community does not mean that everything should look the same, but rather that diversity and innovation should be encouraged in all future development.

Design Review is the means by which a community can assure itself of development which is in harmony with the character and quality of the environment that the City finds desirable. The method is to guide what is constructed in the City of Avondale in ways not covered by building codes and zoning ordinances. The Avondale Development Services Department sees this manual being of assistance to developers and their design teams. By clearly indicating the City's expectations for new development, this document aims to make the City of Avondale a more attractive place to consider for quality developers.

### A. INTENT

This manual is a document which should be used by developers, their designers, city staff, the Planning Commission, and the City Council in working toward positive community images, which will help to make the City of Avondale more cohesive and attractive to visitors, residents, and builders of quality developments. Quality projects developed in accordance with this manual, in turn, will act as a catalyst to stimulate further private sector investment. The graphics included herein are not intended to encourage specific building styles, only to provide examples or to address specific issues.

In this light, developers are encouraged to read through and consider the concepts presented herein. Exceptional design will always be accepted in the City of Avondale, and this manual provides a sound basis for such design. Because the City of Avondale places a high value on design creativity, however, equivalent alternatives which meet the intent of the concepts contained within this document will be welcome.

The City is excited to work with you in planning and designing your project!



## **B. STATEMENT OF PURPOSE**

The purpose of this document is to raise the level of development occurring in Avondale by clearly stating the goals and expectations for new projects taking shape within our boundaries. Likewise, this document is intended to assist the development community by clearly communicating the city's desires while being careful to leave room for creativity and design.

## **C. DESIGN GOALS**

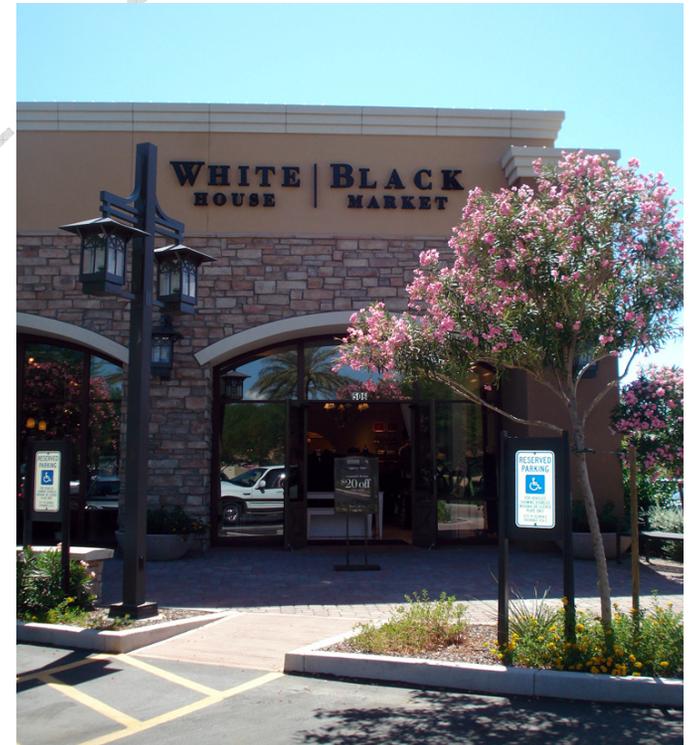
1. To establish design expectations which will give the City and private property owners/developers a tool to achieve the highest architectural, functional and environmental quality.
2. To promote architectural variety and diversity within an overall sense of context for mass, scale, and material with existing quality development types.
3. To maintain and enhance the existing community character of the City of Avondale.
4. To improve the pockets of freeway commercial zones (along Interstate 10) within the City of Avondale to emphasize compatibility versus the 'generic' freeway commercial architecture.
5. To protect Avondale's residents by minimizing any deleterious effects that new commercial/industrial development may have on the integrity of the surrounding residential areas.
6. To encourage significant landscape corridors along major arterial roadways which enhance and preserve the community lifestyle.



7. To encourage well-designed retail and service uses that can attract local patrons as well as regional clientele.
8. To identify and enhance natural site characteristics.
9. To create a pedestrian “village” environment with amenities for workers, shoppers, and visitors with particular attention given to pedestrian circulation.
10. To provide for traffic movement and vehicle parking without compromising the community character of the City of Avondale.
11. To take advantage of the best available energy technology by maximizing the energy efficiency of all buildings and structures.

#### D. DESIGN OBJECTIVES

1. **Compatibility** – The organization and placement of buildings, access points, parking areas, and open space should be based upon an analysis of a site’s characteristics and influences. Buildings should be carefully located on a site which allows the advantages to the site’s natural topography, drainage, existing vegetation, and related natural features whenever possible and in consideration of adjoining sites needs and context.
2. **Infill Development** – The compatibility of proposed “infill” (new development situated between older, existing structures) development should complement the site’s existing surroundings with regard to proportion, mass, scale, texture and color.
3. **Circulation** – Site design should minimize automobile and pedestrian conflicts and create parking areas that are as unobtrusive as possible. Safe and efficient vehicular ingress, egress, cross access, and through circulation is important for all development.



- 
4. **Commercial Development** – Promote quality development along arterial edges which provide quality business environments with adequate provisions for privacy, landscaping, parking, lighting, grading, signs, and architecture all consistent with the standards contained herein.
  5. **Industrial Development** – Encourage quality industrial development within the City’s employment areas with adequate provisions for screening, landscaping, signs, architecture, parking, lighting, and grading.
  6. **Multi-Family Residential Development** – Support the viability of well planned multi-family developments that avoid a sterile, monotonous environment while:
    - Maintaining a consistent internal design image;
    - Providing a maximum amount of open space;
    - Enhancing the landscaping of vehicular corridors by exceeding minimum landscape standards;
    - Ensuring compatibility with the context of existing, well designed, residential development.
  7. **Master Planning** – Promote Master Planning within phased projects so that problems with circulation and other on-site considerations can be addressed during the master site plan review stage, including:
    - Drainage
    - Circulation
    - Parking
    - Grading
    - Building arrangement
    - Landscaping



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## II. APPLICABILITY

### A. DEVELOPMENT SUBJECT TO DESIGN REVIEW

All commercial, industrial, and multi-family development and redevelopment located within the City of Avondale should consider the design expectations contained herein. City staff will review all applications to determine conformance with this manual, the Avondale Zoning Ordinance, and any other applicable City requirements. The Development Review Team is composed of representatives from the departments of Planning, Engineering, Building, Economic Development, Traffic, Police, and Fire.

An applicant who desires to change only a portion of their existing building should comply with all guidelines related to the portion changed and to directly related portion. In the event that proposed modifications affect more than 50% of any façade visible to public parking areas or the public right-of-way, or the staff review team determines that the proposed changes are significant, the project will be evaluated to determine if all items discussed in this manual have been considered.

All of the following shall also require design review:

- Changes to grading and drainage (see Engineering Guidelines for specific standards)
- Installation of new lighting or changes to existing lighting
- Re-configuration of parking and circulation areas
- New signage or modification to the dimensions/materials of existing signage
- Exterior building alterations, including paint color changes
- New fences and walls
- Changes to landscape design (except for dead plant replacement)

City Council approval may be required for your design review application. Please consult Sections 106 and 603 of the Avondale Zoning Ordinance to determine if your project will require administrative or City Council approval. Amendments to Council approved projects which substantially alter the character of said project, as determined by the Zoning Administrator, shall require City Council approval.

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## **B. EXEMPTIONS FROM DESIGN REVIEW**

The following development activities are exempt from the Design Review process.

- Demolition of entire sites
- Interior changes, alterations, and construction
- Single family residences not part of a planned community
- Replacing damaged or weatherworn materials and colors previously approved in design review, including but not limited to: re-painting, siding, roofing materials, fencing, and landscaping.

## **C. APPEALS**

The applicant may appeal any decision or condition(s) for a project made by the Design/Site Plan Review Committee to the Planning Commission. A notice of appeal shall be submitted to the Planning Department within fifteen days of the Committee's action and accompanied by a nonrefundable filing fee.

### III. DESIGN ELEMENTS FOR COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY DEVELOPMENT

#### A. SITE PLANNING

Building placement and orientation, open space, landscaping, access, circulation, parking, grading, and lighting are all important components of designing a functional, aesthetically pleasing site. This section provides a set of principles and criteria that needs to be considered when designing a site in Avondale:

##### 2) General Design Principles

The following design principles shall be applied to all commercial, industrial, and multi-family development:

- Site buildings in a manner that complements adjacent buildings.
- Avoid large, open un-shaded paved pedestrian areas on the south and southwest exposures and utilize northern exposures for cooler summer requirements. To maximize shading effects, locate shading elements to the south and west of the areas to be shaded.
- On sites containing more than one building, structures should be clustered to create usable pedestrian plazas and outdoor spaces. On sites where clustering may not be practical, visual linkages between buildings should be established through the introduction of arcade systems, trellises, or other similar features.
- Outdoor spaces should have clear, recognizable shapes that reflect careful planning and should not appear as “left over” remnants between buildings. These spaces should be designed to maximize shaded pedestrian areas through the use of canopied trees or shade structures. Pedestrian seating should be provided where appropriate.
- Except for heavy industrial projects which are designed to prevent public access, the spatial relationship of buildings on a site should provide for and promote safe pedestrian access.



## 2) Building Setbacks

To ensure the functional enhancement of major streets, consistency in the built environment, and safety of the traveling public as it pertains to adequate visibility, site plan approval will not be granted for any proposed building or structure located in conflict with required minimum and/or maximum building setbacks. Building setback distances for front, side, and rear yards as well as minimum building to building separation requirements are established by the Avondale Zoning Ordinance, Planned Area Development (PAD) ordinances, and/or applicable building codes. Reduced setbacks may be requested through the Variance process as defined by the Avondale Zoning Ordinance, Section 103.C.4.

## 3) Land Use Buffers

Commercial, industrial, or multi-family developments on properties adjoining any single-family residential zone or use should incorporate the following standards in addition to those standards already specified in the Avondale Zoning Ordinance.

- For commercial and multi-family projects, a six-foot opaque wall shall be built along the property line. For industrial projects, a minimum eight-foot opaque wall will be required.
- Transition setbacks between residential and commercial uses in excess of Zoning Ordinance minimum requirements should be considered. Minimum transition setbacks may be appropriate on small infill sites or within unique projects designed to provide connectivity between residential and commercial segments.
- Enhanced landscaping shall be provided within transition setbacks. Evergreen type trees with a minimum box size of 24 inches shall be planted at least 20 feet on center along any property line abutting a residential use or zone.
- Additional methods of screening, including the use of green screens, may be required if conditions warrant.
- Pedestrian access between commercial development and residential development is encouraged as long as any negative impacts can be appropriately mitigated.



#### 4) Landscape

Landscaping should both aesthetically enhance a project site as well as provide pedestrian shading. In addition, landscaping should be used in conjunction with walls to screen objectionable items from public view. A successful landscape project will consider the appropriate use of plant materials, proper plant location, and long term maintenance needs. Please refer to the pertinent City of Avondale Zoning Ordinance for minimum quantity requirements.

##### a) Plant Materials

- Plant materials should be chosen to reflect the approved architectural theme while giving careful attention to the blending or transitioning of the proposed landscape with the surrounding landscape.
- The proposed landscape plantings should include a diverse combination of plant types and plant sizes including combinations of deciduous and evergreen trees and shrubs, vines, and ground covers. Selected species should be on the low water plant list appended to the Avondale Zoning Ordinance.



##### b) In-Fill Landscaping

- In fill developments (defined as new construction adjoining existing, established areas) may require the use of upsized plant material when planting adjacent to more established landscape areas.
- In cases where the adjacent landscape is more than five years old, larger and/or more closely spaced landscape material may be required to ensure the landscape blends properly with the surrounding landscape.

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### **c) Energy Control**

- Utilize appropriate landscape techniques for energy control. Create shade from high angle summer sun with trellis structures, tree canopies and building envelopes. Allow low angle winter sun to penetrate people spaces. Filtered shade is most appropriate for year round active space. Achieve this by using finely textured trees or trellis structures.
- Simple water elements with audible effects can psychologically and physically cool people spaces. Use them when appropriate in courtyards and plazas. Locate water features in the path of summer breezes to maximize evaporative cooling effects. Water features should express the value of the water in the desert through conservative expanse and small features.
- Design facilities that take advantage of shade and shadow cast by adjacent structures or landscape. When appropriate use earth-integrated structures and berming to affect cooling, solar absorption and heat gain.

### **d) Foundation Landscaping**

- All buildings, especially large, dominating buildings, should be broken up by the effective use of foundation landscaping.
- Foundation planting areas are required along any elevation adjacent to a public street or interior Drive aisle. At a minimum, 33 percent of the length of any applicable building frontage is required to include foundation landscaping. Foundation plantings may be located in raised planters or beds. Raised planters can also be used for pedestrian seating areas.

### e) Entryway Landscaping

- Increased landscaping should be provided at the primary entrance(s) to a site. These main ingress/egress points should be accentuated by using design elements which may include entry wall monuments, raised planters, water features, specimen trees (72 inch box size or larger), upsized shrub plantings, and other similar decorative elements.



### f) Planting Arrangement

Plants must be appropriately spaced to develop canopy and rooting structure. For best results, plants should be spaced to ensure that no more than one third of the plant's mature canopy will overlap into another plant's canopy. Give careful consideration to the following plant spacing issues when preparing the landscape plans:

- The special arrangements (linear rows, grouping, or massing) and spacing of plants;
- The proximity of plants to surrounding architecture and/or existing landscape areas; and
- A plant's growth rate and coverage requirements.

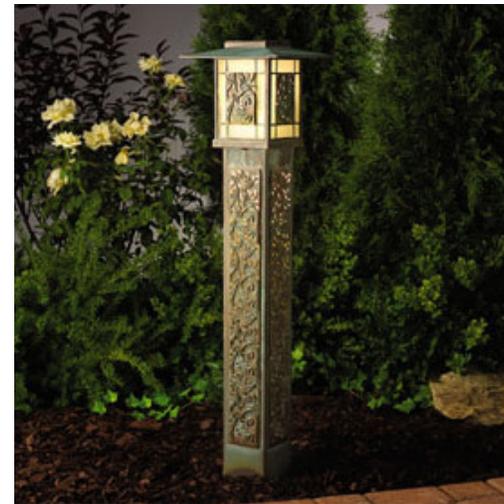
## 5) Lighting

Exterior lighting serves both safety and aesthetic purposes by illuminating dark areas and providing highlights and accents. Effective lighting will highlight building and landscape features, add emphasis to important spaces and respond to the element of night time vitality, appearance, and safety with minimal impact to surrounding properties.

- The use of decorative building illumination, including down-lighting and backlighting, is encouraged on all buildings, especially multi-story office buildings. Architectural lighting should be carefully integrated into the building details or concealed.
- Parking lot lighting should create safe environments for pedestrians and motorists while complementing the architecture and theme of a site. Fixtures and poles should be chosen which meet both of these objectives.
- Limit parking lot light poles to a maximum of 15 feet to keep a pedestrian scale.



- Provide decorative lighting adjacent to all trails, walkways, or pedestrian plazas.
- To prevent unwanted glare and intrusion into adjacent areas, all pole mounted lighting in excess of eight feet in height must contain a fully shielded light source directed downward. Pedestrian or decorative lighting less than eight feet in height may direct light in different directions as needed.
- To prevent lighting hot spots, a uniformity ratio of 5:1 average-to-minimum shall be required across all parking lots.
- Lighting to be directed away from adjacent roadways and shall not interfere with traffic or create a safety hazard.
- Light levels may not exceed 1 foot candle at any property line. The top of any building mounted lighting fixture should not be higher than the top of the parapet or roof, whichever is higher. Building mounted lighting should be directed at the building or downward.



## 6) Retention Basins

Basins for storm water retention and detention should be designed to appear as part of the natural landscape. Well designed and well landscaped retention basins can help add to the aesthetic quality of a site by providing variation to the surface plane. The following design guidelines should apply to retention areas.

- Retention basins should not have slopes steeper than a 4:1 grade. For basins deeper than 3 feet, the grade shall not exceed 6:1.
- To allow for quality landscaping, minimum 5 foot wide flat areas should be provided at the top and bottom of all retention basins.
- Retention areas cannot exceed fifty percent of any street frontage, except in cases of extremely shallow (10:1) design or exceptional contouring.

## 7) Trash Enclosures

Trash enclosures should be located in the least objectionable location so as to remain functional while not detracting from the aesthetics of a development or create traffic hazards.

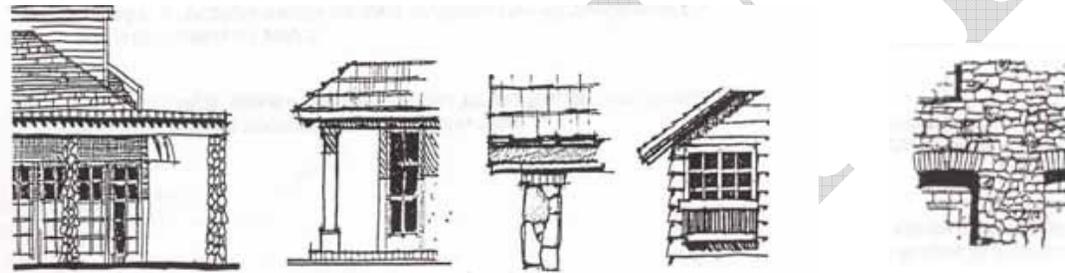
- Where possible, trash enclosures shall maintain a 40' minimum separation from any residential property line.
- Enclosures to utilize the same finish materials as buildings on site. The use of non-wooden opaque doors or gates are required.
- Locate refuse containers adjacent to or at the rear of building away from pedestrian walkways and integrate into the design of the structure.
- Specific dimensions and construction standards are subject to the approval of Avondale's Field Operations Department.



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## A. BUILDING DESIGN

The following section provides written and illustrated design directions related to the basic quality of building architecture, color, and scale. This portion of the manual addresses each of these elements in general terms and establishes the basic principles for good design which should be incorporated into all projects. Items contained in this chapter should not be viewed as standing alone, but rather in concert with the more specific guidelines found in the subsequent sections of this manual.



### 1) Desirable Elements

The design elements for buildings that are most desirable and should be incorporated into projects include:

- Class – A office construction, steel framed with brass and glass fixtures
- Interior lobbies, balconies, and internal staircases and elevators
- Modern designed retail/commercial buildings with covered awnings, insets, pop-outs and detailed articulation to include:
  - a. Richness of surface and texture
  - b. Significant wall articulation in the form of insets, recesses, wing walls, dormers
  - c. Multi-planed, pitched roofs
  - d. Roof overhangs and canopies which provide shade
  - e. Traditional, repeating window and door rhythm

## 2) Undesirable Elements

Elements to avoid are:

- Highly reflective surfaces and finishes
- Large, blank, unarticulated wall surfaces
- Unpainted concrete precision block walls
- Reflective glass
- Corrugated metal siding
- Plastic siding
- Irregular, modernistic window shapes and rhythm
- Square “boxlike” buildings
- Standing seam metal walls on the main façade
- Mix of unrelated styles (i.e. rustic wood shingles and polished chrome)



## 3) Height

Where allowed by the Avondale General Plan and Specific Area Plans, building height is encouraged. Building heights should relate to open spaces and enhance public views of surrounding mountains while minimizing obstruction of mountain views from adjacent structures. Height and scale of new development should be compatible with that of surrounding development. New development height should “transition” from the height of adjacent development to the maximum height of the proposed building.

For buildings in excess of four stories located outside of vertical corridors, stepping back upper floors should be considered to reduce the mass and scale of those structures.



#### 4) Mass

Large buildings which give the appearance of a “square box” are generally unattractive and detract from the overall scale of most buildings in the City of Avondale. The appearance of excessive bulk in large buildings should be avoided by using the following techniques:

- Vary the planes of the exterior walls in depth and direction.
- Roof forms and roof lines should be broken into a series of smaller building components. Long, linear unbroken roof lines that exceed 50 feet are discouraged.
- Articulate the different parts of a building’s façade by use of color, arrangements of façade elements, or a change in material.
- Avoid blank walls at the ground floor level. Utilize windows, wall to provide articulation, and/or change in materials and other architectural features.



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## 5) Scale

Large-scale building elements will appear imposing if they are situated in a visual environment of a smaller scale as is typical in the City of Avondale. The following techniques should be utilized to reduce scale:

- The scale of buildings should be carefully related to adjacent pedestrian areas, streets, and buildings.
- Create building massing which is sensitive to the human scale. Buildings should step down in height to pedestrian plazas and open spaces responding to human scale that is desired in specific areas. In one and two story buildings, massing and articulation that step out from the main building can form arcades, sunken plazas, special landscape areas or entry features.
- Reduction in appearance of mass can be achieved through usage of traditional window patterns, contrasting color combinations, structural bays, roof overhangs, upper story setbacks, porches, canopies, awnings, moldings, fixtures, trims, and a multitude of other architectural details.



## 6) Color

Color can dramatically affect the visual appearance of buildings and must be carefully considered in relation to the overall design intent of the building. Color can also reduce the apparent scale and proportion of buildings by highlighting architectural elements such as doors, windows, fascias, cornices, lintels, and sills.

**Dominant Building Color** - Much of the existing color in the City of Avondale is derived from natural finish materials such as stucco, stone, wood, brick, and terra cotta tile. Any new buildings should take into account surrounding development and utilize colors and materials that can be complementary to the existing landscape.

- The dominant color of new buildings should relate to the inherent color of the primary building's finish materials.
- The following colors are strongly discouraged as primary wall colors: aquamarine, bright or hunter's orange, chartreuse, cherry or "fire engine" red, chrome yellow, neon or "glow" colors, purple, and turquoise.
- White is the brightest of colors and should be used only on structures with significant façade articulation creating shades.
- While subdued colors usually work best as a dominant overall color, a bright trim color might be appropriate if it can be shown to enhance the nearby visual environment.



**Accent Colors** - Depending on the overall color scheme, an accent color may be effective in highlighting the dominant color by providing contrast between or by harmonizing with the dominant color.

- Excluding fluorescent colors, bright or intense colors can be used to accent appropriate scale and proportion or to promote visual interest in harmony with the immediate environment.
- Architectural detailing should be painted to complement the façade and tie in with adjacent buildings.
- Accent colors for trim should be limited in number for each building. Accent colors on adjacent buildings should be chosen to complement one another.

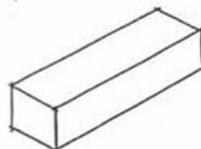


- Door frames and window mullions should be colored dark bronze or black, unless an accent color used elsewhere on the structure can be reproduced for these features.

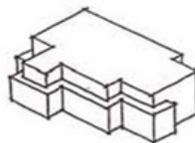
## 7) Exterior Walls

A well-designed building wall incorporates techniques and materials designed to reduce scale and bulk. Horizontal or vertical wall articulation should be expressed through the use of full roofs, projecting wing walls, columns, pilasters, wall offsets, recessed entries, awnings, roof overhangs, second floor step-backs, or covered arcades.

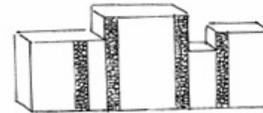
- The following materials are discouraged as exterior wall materials:
  - ❖ Natural, unfinished concrete
  - ❖ Corrugated metal, except as an accent
  - ❖ Reflective glass
  - ❖ Standing seam metal walls
  - ❖ Plywood (painted or otherwise)
  - ❖ Corrugated Fiberglass
  - ❖ Asphalt shingles
  - ❖ Aluminum and vinyl sidings and awnings
  - ❖ Plastic laminate
  - ❖ Non-milled, bare aluminum
  - ❖ Painted white brick
  - ❖ Unpainted concrete block/precision block
- Buildings should not have continuous, visually unbroken walls. The front plane of a wall should be a maximum of 50 feet in length, at which point horizontal or vertical articulation should be employed in order to be consistent with these guidelines. This articulation could be established through the use of varying front wall setbacks, multi-planed roofs, second floor setbacks, porches, arcades, awnings, recessed entries, wing walls, roof overhangs, etc.



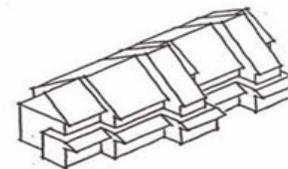
**No Articulation  
(Undesirable)**



**Horizontal  
Articulation**



**Vertical  
Articulation**



**Horizontal and Vertical  
Articulation w/ Multi Planed  
Roof and Walls**



- Columns and/or pilasters may be used to provide vertical articulation; however such columns should extend past the height of the wall, incorporate a material change, and project a minimum of 24 inches from the plane of the wall.
- A proper void-to-solid ratio is important. Appropriate ratios are dependent upon the character of the use, building materials, articulation, building footprint, and architectural accents used to activate the façade.



## 8) Roofs

A well designed roof imparts a great deal of architectural character on a building, helps to define a building's style, and contributes to a building's aesthetics. Variation in roofline/ parapet height, and materials is necessary to add visual interest, especially in buildings of substantial length. Piecemeal mansard roofs or incomplete, intermittent, or discontinuous cornices will not meet the intent of this manual.

- Architectural detail of a roof should be enhanced by utilizing three dimensional cornice treatments, parapet wall details, and overhanging eaves.
- Rooflines should include regular, or frequent, offsetting and jogging of the roof plane and/or parapet height.



- 
- Roofline enhancements shall wrap around the entire building perimeter.
  - Any roof-mounted equipment shall be screened from public view. Mechanical equipment shall be located below the highest vertical element of the building.
  - The following roof materials/styles are discouraged:
    - flat roofs without decorative cornice,
    - corrugated metal,
    - high contrast or brightly colored glazed tile,
    - highly reflective surfaces,
    - illuminated roofing.



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## 9) Awnings and Canopies

Due in part to the warm climate, the use of both decorative awnings and canopies are at times necessary. These design elements should be designed to add visual interest and provide structural shading to the building while remaining functional. The following shall apply to awnings and canopies:



- The repeated use of awnings/canopies along a row of contiguous buildings should be restricted to awnings of the same form and location. The color of the awning/canopy should be chosen to complement the selected building materials.
- Awnings to be designed and constructed for shade and/or architectural purposes only and should not be utilized for sign placement.
- Any canopy located over a pedestrian walkway or sidewalk should have a minimum width of five feet. A minimum eight foot vertical clearance is required. The width of awnings and canopies placed on upper stories strictly for architectural enhancement shall be flexible.

## 10) Building Entryways

Well designed primary building entrances create a focal point for any large commercial, office, or industrial building. The following should be adhered to in order to ensure primary building entrances are a prominent building feature:

- Main entrances should be visually prominent and easily identifiable. A combination of the following elements shall be used to achieve this goal: Clerestorys, oversized doors, windows flanking doors, ornamental lighting, decorative stone, masonry, or tile pedestrian plaza with seating, public art, landscaping.
- All building entrances including service entrances should utilize a weather protection device in the form of a recess, portico, overhang, canopy, porch, or similar feature.
- Porte-cocheres designed for multi – story hotels should create an extravagant entry feature that creates a resort feel that welcomes pedestrian and vehicular circulation. Special building materials and accent materials should be dedicated to this area of the hotel so that it draws attention as the main focal point for guests and sets the design theme for the remainder of the building.



## IV. COMMERCIAL AND INDUSTRIAL DEVELOPMENT

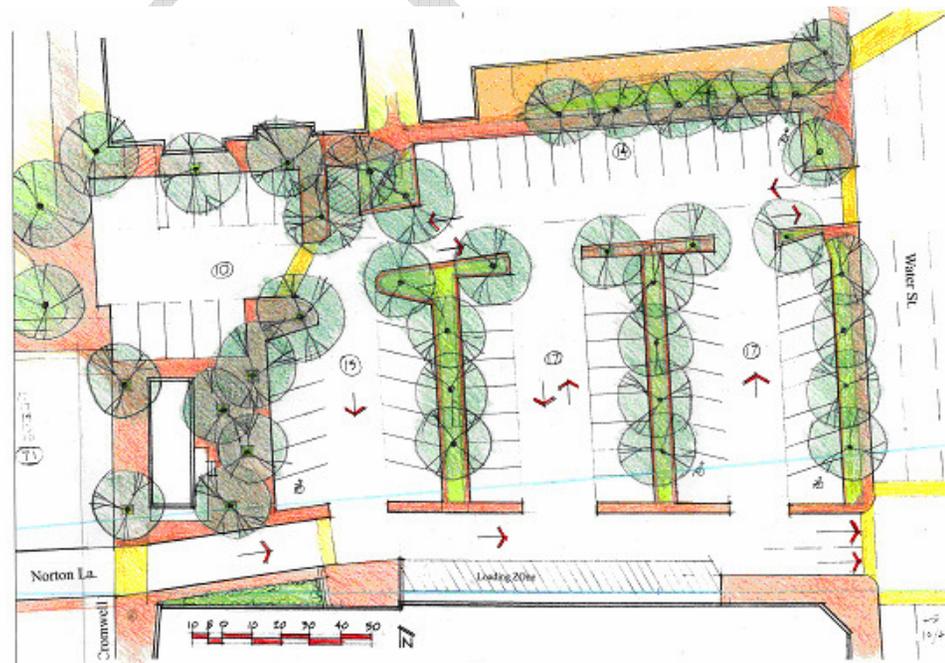
This section contains design principles pertaining to specific types of industrial and commercial development. The more specific ideas found in this section should be used in conjunction with the general concepts found in the previous section.

### A. PARKING AND CIRCULATION

Parking lot design can be a critical factor in the success or failure of a commercial development. In considering the possibilities for developing a new parking area, a developer should analyze the following factors: ingress and egress with consideration to possible conflicts with street traffic; pedestrian and vehicular conflicts; on-site circulation and service vehicle zones; and the overall configuration and appearance of the parking area. In addition to adhering to these design guidelines, all commercial parking areas shall be designed in accordance with ADA guidelines, Fire Department standards, and Section 8 of the City of Avondale's Zoning Ordinance.

#### 1) Angled Parking

Angled parking is highly encouraged for larger parking lots which can accommodate one way aisles or neo-traditional developments which provide parking along public or private streets. Dimensions of angled parking spaces shall conform to Section 8 of the Avondale Zoning Ordinance.



## 2) Parking Area Design and Circulation

The design and development of a parking lot needs to be designed not only around vehicular movements but the pedestrian as well. Good circulation patterns are evident in a well designed center when special attention is made to the pedestrian, driver, and handicap patrons.

- Required parking shall be located on the same site adjacent to the main use of the building or in a location in accordance with approved master plan.
- To create a street presence where the building architecture is the most dominant feature, parking areas should be located to the rear and sides of buildings whenever possible.
- Parking areas should be designed to connect internally to adjacent parcels when uses are compatible.
- Parking areas which accommodate a significant number of vehicles should be divided into a series of connected smaller lots no larger than 150 spaces with appropriate walkways to the front of the businesses. Landscaped aisles with walkways are effective in reducing the visual impact of a large amount of parking.
- All parking spaces shall be clearly and permanently outlined.
- Handicapped parking stalls should be dispersed throughout a project in close proximity to main entrance areas. Handicapped parking areas should be designed to provide a direct route to the entry areas that does not require connections behind parked cars other than their own, not exceeding a slope of 1:12. Decorative handicapped sign posts are encouraged.



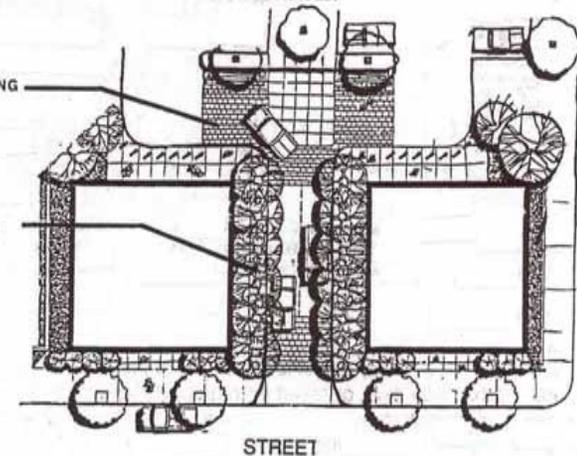
- Vehicular overhang may not block side walks. Curbs should be used to ensure that any walkway adjacent to a parking space remains unobstructed.
- For all walkways that traverse vehicle drive aisles provide hardscape material, brick pavers, or another type of decorative material to designate pedestrian walkways.
- Parking should not be provided off of primary access driveways.
- Stamped, colored concrete or other decorative paving to be used at all pedestrian crossings and entry areas to increase safety and add to the aesthetics of the site.
- Parking areas shall be designed to prevent conflicts between service vehicles and regular vehicular traffic. On-site circulation systems to be designed to minimize pedestrian/vehicle conflicts with service areas located at the rear of the building.



SIDEWALK OR LANDSCAPE SHOULD ABUT BUILDING.  
PARKING DIRECTLY ADJACENT TO BUILDING IS STRONGLY DISCOURAGED.

PROVIDE SPECIAL PAVING TO ACCENTUATE  
PEDESTRIAN CROSSING

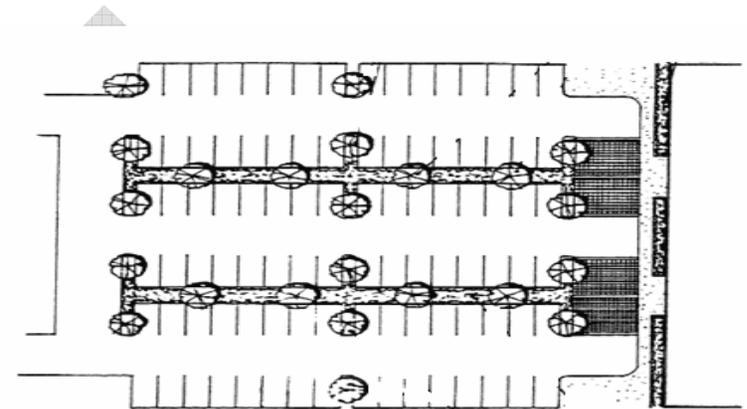
UTILIZE LANDSCAPE  
TO CALL ATTENTION TO  
SHARED ENTRY



### 3) Parking Lot Landscaping

Landscaping located within vehicle parking areas serves the dual purpose of screening automobiles from public view as well as providing shaded parking for visitors and employees alike.

- Landscaping of parking lot areas should include a combination of trees, shrubs, and groundcovers.
- Landscape islands must be provided at a minimum interval of every 12 parking spaces. Islands must have a minimum area of 10 square feet and include at least one tree.



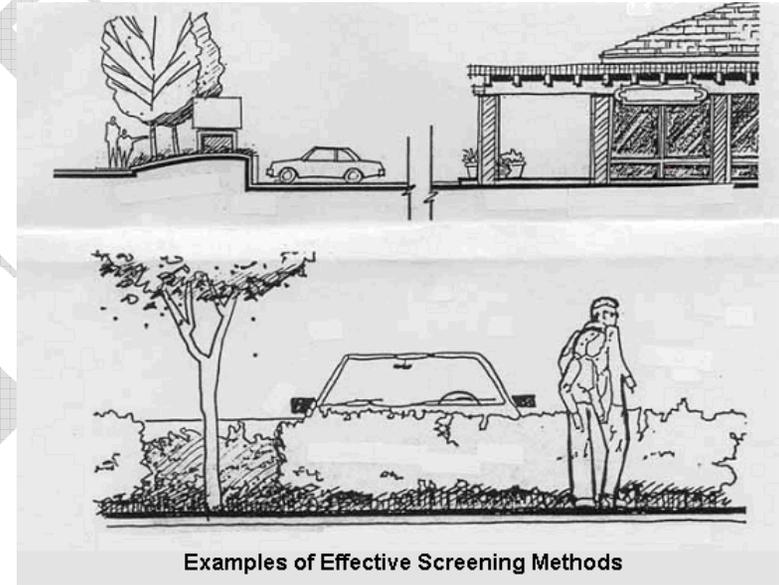
**Parking lot landscaping should incorporate both landscape medians between rows and islands between spaces.**

- To provide vehicle shading, linear planter medians with a minimum width of 6 feet, containing trees every 20 feet, should be located at least every other row. Integration of sidewalks into these features is encouraged every third median. If parking canopies are proposed for a project, the use of landscaped medians will be less important.
- Backflow prevention devices to be located in a cage painted green to blend in with the nearest building or screen wall. Additional landscaping should be provided around these devices for further screening.

#### 4) Parking Lot Screening

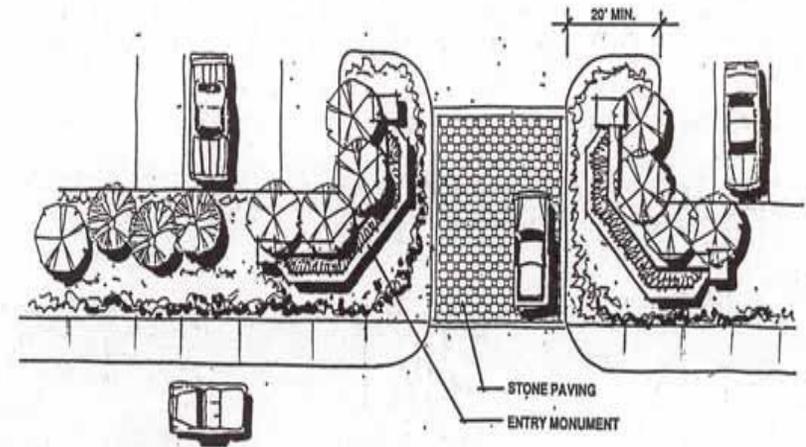
Parking areas should be screened from street view by three foot screen walls, three foot earthen berms, or a combination of both. The following design elements shall apply to any parking lot screening:

- All walls to be constructed of masonry and incorporate finish materials and colors compatible with the buildings on site.
- Walls must be articulated. Articulation is achieved through use of a combination of the following elements: a repeating design pattern, columns, ledges, caps, change in plane, etc.
- Lowering the grade of the parking lot from existing elevations may aid in obscuring views of automobiles or service areas while promoting views of architectural elements and may be considered a design option.
- In instances where parking areas are located below street level, increased screen wall heights may be required.
- Integrate raised planters or other landscape elements into the design of the parking screen wall.



## 5) Entry Location and Joint Access

- Major site entries should incorporate cobblestone, brick, or patterned concrete to differentiate the driveway from sidewalks. Maintenance of special paving inside the right-of-way will be the responsibility of the development.
- Reciprocal access easements are strongly encouraged for internal vehicular movements between commercial developments.
- Internal connections to separate developments should be easily recognized and clearly identified by users of the sites.



- Where parking areas of separate developments are connected, interior circulation should allow for a consistent direction of travel and orientation.
- Landscape medians are strongly encouraged along streets that serve as a main collector though a development. Private or public drives should apply other design treatments that enhance pedestrian circulation.

## B. OPEN SPACE

Open space is considered the portion of a site located outside of required setbacks where there are no buildings, driveways, or parking. Usable, or active, open space shall be considered any area on a site which is designed to be used for recreational and pedestrian gathering purposes.

For commercial and industrial sites, usable open space shall be provided in the form of shaded pedestrian plazas, turf areas with seating, and walkways dispersed throughout the project. Storage facilities and other industrial developments which have minimal amounts of on-site employees shall be exempt from these requirements.

- For commercial buildings with a floor area of over 10,000 square feet and industrial buildings (except as exempted above) with an floor area of over 30,000 square feet, usable open space areas should be provided which have a minimum dimension of twenty feet in any direction and a minimum area of 500 square feet. Smaller buildings will be required to provide usable open space areas but are not subject to these minimum dimensions.
- All open space areas shall be fully landscaped with decorative paving materials, (i.e. brick interlocking pavers, stone, etc), plant materials to maximize cooling effects, and flowering materials in combination with darker foliage to reduce glare.
- In lieu of using decorative shade devices, trees with wide canopies should be planted in close proximity to pedestrian seating to provide cover from the sun.
- Open space areas located at the bottom of retention basins will be evaluated and may not be considered active open space if determined that they will be unusable for more than 48 hours following inclement weather.
- Usable open spaces should contain amenities such as furniture and benches, trash receptacles, decorative fountains, covered walkways that promote pedestrian connectivity, pedestrian scale lighting, and covered patio areas.
- Landscape designs that utilize turf should be located in highly visible or heavily used areas and not used as groundcover for vast, unutilized spaces.



## C. FREESTANDING COMMERCIAL BUILDINGS

This category includes individual buildings designed to stand apart from adjacent buildings. These buildings may range in size from small drive-thru fast food restaurants to large home improvement retail outlets.

- Food service establishments, offices, and financial institutions offer the best opportunity for varied building massing. Such variation is encouraged to add visual interest to the surrounding environment.
- Buildings shall be reviewed in terms of colors used. Colors used on commercial buildings shall be related to those dominant in the immediate sphere. The use of all earth tones (not just shades of brown) indigenous of the southwest are strongly encouraged.
- Since freestanding buildings generally are viewed from all sides, significant landscaping and architectural treatment should be provided on all sides of the building.
- Freestanding, singular commercial structures (except for gas stations and auto service facilities) should be oriented with their major entry toward the street where access is provided.
- Conversely, freestanding gas stations or auto service facilities should be designed with a reverse orientation, meaning that the service areas of these facilities be shielded from public view by bringing the building to the street and orienting pump stations and/or service bay openings away from adjacent street(s).



- The maximum height of proposed projects shall be consistent with established zoning. In cases of new PAD zoning, requested building heights shall be compatible with surrounding properties and in conformance with all relevant Avondale policy documents.
- Commercial establishments should limit the visual impression of height by use of roof treatments, varying the plane of exterior walls and/or stepping back upper floors where feasible.
- Commercial establishments, medical offices, and financial institutions emphasize personal service as their primary products. These structures should reflect personal service by their architectural design by providing intimate people-oriented scale in entries and interior spaces.
- Service areas such as delivery bays or trash collection areas should be screened by increased landscaping. Other accessories such as ground mechanical units, utility boxes, back flow prevention devices, and similar equipment shall either be screened or blended with surrounding area.
- Freestanding buildings have more opportunities for creative design since the design is directed toward a single use. Such creative design, so long as it is complementary of surrounding development and consistent with these guidelines, is encouraged.
- Hotels should utilize architecturally integrated, decorative porte-cocheres in order to ensure that the primary entrance has a substantial presence and becomes a visual focal point. As these features also have the practical function of protecting guests during periods of excessive heat or inclement weather, solid roofs should be used.



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## D. SMALL COMMERCIAL CENTERS

This category includes buildings housing more than two uses or tenants, with no tenant larger than 20,000 SF, which are designed as a single unit oriented to a parking area.

- Storefronts containing large portions of opaque walls are visually unattractive and often perceived as unsafe. Exposure to the street should be accomplished by the use of windows (especially at street level), glass doors, and/or open facades.
- The use of arches, arcades, roof overhangs, full roofs, and varying façade setbacks are strongly encouraged to add variety to the simple block-like massing of commercial developments.
- The scale within a center should be consistent throughout the development. Where anchor or major tenants require larger building areas, the larger scale of these units shall be broken down into units comparable to the predominant unit in the development. The use of vertical focal points such as towers and cupolas are strongly encouraged to emphasize the community atmosphere of the City of Avondale.
- All storefronts within a development should utilize a consistent palette of materials and textures. While generally this will mean a continuous treatment of the entire frontage, it is acceptable to vary individual storefront within a given palette of materials. For example, brick bulkheads under shop windows could alternate with stucco treatments where there is a variation in the plane of the façade which correlates to such changes in materials.
- Anchor stores, which are typically taller than the inline stores, can be used to create balance within the development. The placement of anchor stores should consider the overall effect of balance for the center.



- The height and scale of an anchor store will automatically create an emphasis for the development. The use of textures, colors, and materials on the anchor store should be consistent with that of the other stores in the center to avoid dissimilar massing and proportions.
- The proportion of major elements should be consistent throughout a small commercial development. These elements include windows, doors, and storefront design.
- All rooftop mechanical equipment should be located at a distance from the edge of the building so as not to be visible from the pedestrian level, adjacent roadway or adjacent property. If such units must be placed at a ground level location for functional reasons, they must be screened in a manner consistent with the building façade and well landscaped to meet these guidelines.



## E. SHOPPING CENTER DEVELOPMENTS

This category includes buildings which house three or more uses or tenants which are designed to provide an internal (sometimes enclosed) pedestrian circulation between uses. The difference between these “Shopping Centers” and the previously described “Small Commercial Centers” is that the Shopping Center typically has one tenant with more than 20,000 square feet of floor area. More typically, Shopping Centers may have some of the design problems of strip developments or may have problems with the mixture of mass and scale.

- Due to their large size, shopping center developments tend to provide the visual impression of a very large solid form. Design approaches which break-up this large form will help add variety to the shopping center. Glass fronted entries, glass display windows or cases, and variations to the solid plane of exterior walls will help to reduce the solid form to a more interesting composition of forms.
- The scale of building components should provide a more intimate scale where possible. For example, while general shopping center entries may be large and imposing, entries to anchor tenants can employ angled recesses, awnings, roof overhangs, planter boxes, or similar design components to provide a more intimate scale.
- Storefronts containing large portions of opaque walls are visually unattractive and often perceived as unsafe. Exposure to the street should be accomplished by the use of windows (especially at street level), glass doors, and/or open facades.



- Anchor stores, by their greater mass and height, create emphasis which can be used to create balance within the shopping center development. Anchors may be balanced by other anchors or by design treatments which create asymmetrical balance.
- Like freestanding buildings, a shopping center development is generally open to public view (streets, right-of-way, or public parking areas) on all sides. Therefore, each side of the shopping center should be treated consistently in design and landscaping and maintained in a manner suited to public view.
- The entire shopping center exterior, including anchor stores, should utilize a consistent palette of textures and colors. This palette may include a range of materials and colors to provide for individuality, but each texture or color shall be repeated in use in such a manner to provide a sense of unity to the whole. For example, an anchor store may use a brick façade while the other facades are stucco, if the use of brick is repeated in planter boxes or entry treatments elsewhere on the tenant store's exterior.
- Peripheral pad tenants have extremely high visibility on all four building walls. All four walls should receive architecturally compatible accents, utilizing similar materials, textures, and articulation. Blank walls without architectural treatments do not meet these guidelines.
- All rooftop mechanical equipment should be located at a distance from the edge of the building so as not to be visible from the pedestrian level or from an adjacent roadway. If such units must be placed in a visible location for functional reasons, they should be screened in a manner consistent with the building façade in order to meet these guidelines. Many rooftops in the City of Avondale are also visible from adjacent properties. In such cases, all rooftop equipment should be screened from view using low walls or other appropriate materials. If developing next to a multi-story building higher than the proposed new building, rooftop equipment should be fully enclosed.



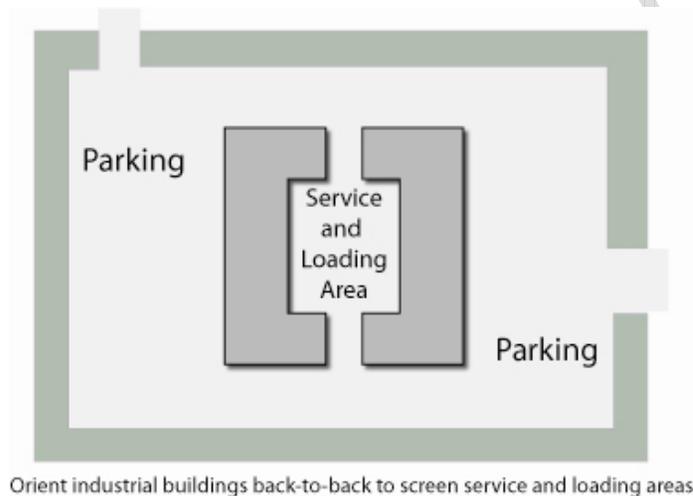
## F. COMMERCE PARKS AND INDUSTRIAL BUILDINGS

This category includes buildings which accommodate Class – A office, manufacturing, research, and/or warehousing uses. These buildings may stand independently or be part of a larger, integrated commerce or industrial park.

- Long, blank walls often associated with industrial projects should be broken up by varying the wall plane at a minimum of one variation per 50 linear feet. Varying the front setback of a building façade is strongly encouraged. Roofline variation should be provided to add interest to the building from streets and adjacent properties.
- Where allowed, outdoor storage and service yards should be located in areas least visible from public right-of-ways. Outdoor storage yards shall be completely enclosed by a decorative block wall that is at least eight feet in height. Chain link or steel fencing is not allowed.
- Mature landscaping should be used at the base of long building walls to help break up facades.



- Industrial and commerce park buildings will be expected to utilize quality materials in their design. The use of various materials, whether masonry, concrete texturing or block used as an accent, glass, stucco, stone, or marble can produce effects of texture and relief that provide character. Metal buildings are strongly discouraged unless a full façade complete with architectural accents can be applied.
- Entries to industrial buildings should portray a high quality office appearance while being architecturally tied into the overall building mass and building composition. Windows and doors are key elements and should relate to the scale of the elevation on which they appear. Windows and doors can establish character by their rhythm and variety. Recessed openings provide depth and contrast to elevation planes.
- The placement of industrial buildings back to back so as to create internal service areas is strongly encouraged.



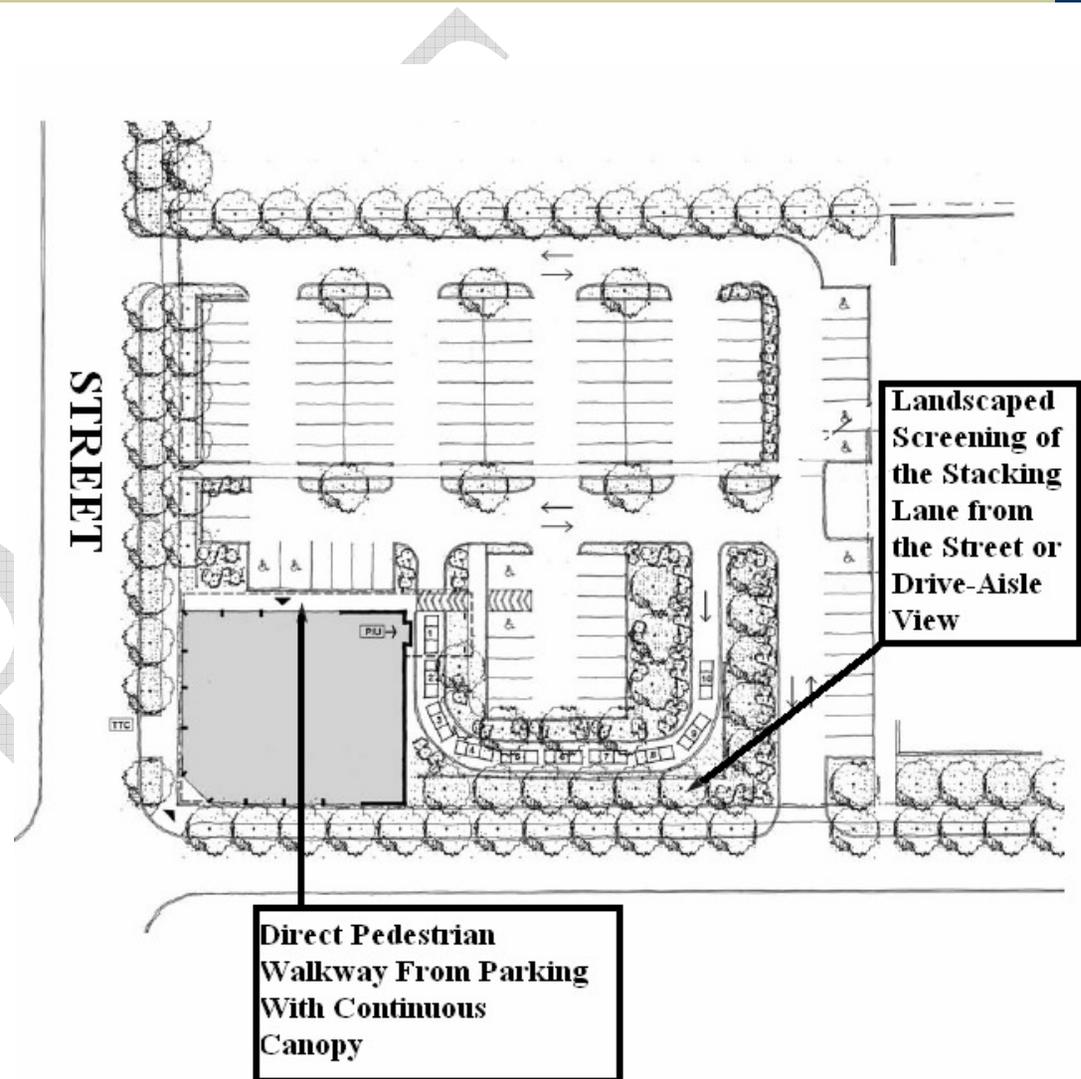
Orient industrial buildings back-to-back to screen service and loading areas



## G. DRIVE-THRU FACILITIES

Designed to enhance the operational efficiency of catering to vehicular customers, the site plan organization and built form of drive-thru facilities often detracts from the design and continuity of a commercial project. This subsection encourages the thoughtful design of drive-thru facilities to limit the negative visual impacts of these uses while also minimizing potential conflicts between pedestrians and automobiles.

- Where possible, stand-alone drive-thru buildings should be avoided. Drive-thru facilities incorporated into larger, multi-use buildings are preferred.
- Buildings should be located close to or at the street to define and support the street edge. Stacking lanes or driveways should not be located between the building and street.



- Drive-thru windows should be covered by architecturally integrated canopies designed to appear as an extension of the building itself. Canopies should incorporate the same materials and roof style as used on the restaurant structure.
- Provide and clearly demarcate separate, safe pedestrian circulation routes in conjunction with vehicular circulation for the drive-thru facility and larger site using techniques such as raised pedestrian crossings, change in paving, bollards and landscaping to separate them from stacking lanes and driveways
- Stacking lanes should be heavily landscaped so as to be out of view from the perspective of public streets, sidewalks, or primary drive-aisles.



- Garbage and loading areas should be integrated into the mass of the building and articulated in a manner similar to the rest of the structure.

## H. PARKING STRUCTURES

As Avondale continues to grow and develop, there will be increasing opportunities to include above ground parking. These standards are intended to result in parking structures that integrate into the existing and desired design fabric of the city and in particular, to the existing and desired design fabric of the area in which the structure is located.

- Parking decks should be designed to minimize the number of vehicle ingress and egress points crossing the pedestrian way.
- Structures should be designed to screen vehicles and headlights from views off-site. Additionally, interior lighting should not be visible from adjacent streets.
- Office or retail uses, where zoning allows, are encouraged on the ground floor of parking structures. Where office or retail is not practical, other amenities, such as an art wall, are encouraged as means of enhancing the streetscape. The ground-level of the structure should never consist of a featureless length of a wall.
- Structures should be designed to have the appearance of an occupied building. The exterior facade of a parking deck should maintain a horizontal line throughout. The sloping nature of the interior structure, necessary in the design of parking structures, should not be repeated on the exterior facade.
- Facades should incorporate a repeating pattern that includes color change, texture change and material change, each of which should be integral parts of the structure -- not superficially applied trim, graphics, or paint. In addition, vertical elements should be incorporated into the exterior facade design in order to create a repeating pattern. This can be



accomplished through the use of reveals, projecting ribs, or offsets, which should be no less than 12 inches in width. Such elements should repeat at regular intervals.

## I. COMMUNICATIONS TOWERS

- Co-location of antennae on existing towers should always be considered first prior to building new wireless structures.
- Wireless Communication towers should be disguised as a tree or other landscape/architectural feature or integrated into the architecture of a building so as not to be obvious from adjacent streets or properties.
- When monopalms or other faux-tree designs are used, care should be taken that a minimum of two live trees of the same species are used in the immediate vicinity (within 50 feet) of the tower. If no similar live trees exist within the 50 foot radius, they should be added to provide further camouflage.



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## V. MULTI-FAMILY RESIDENTIAL DEVELOPMENT

Although flexibility in multi-family residential site planning is desired, the aggregate effect of residential developments being unrelated to one another and the community as a whole often produces isolated “compounds” with little concern for the public environment. The goal of this section is to produce multi-family residential projects that are well integrated into the city’s environment, respect the scale and character of the adjacent residential neighborhoods through attention and views, building scale and orientation, proximately to adjacent uses, location of driveways, noise, and landscape buffering.

In addition, multi-family development must be conducive to the area, set a high residential living standard for Avondale, and create a sense of place and harmony with existing and proposed development in the area.

Through this design manual the City of Avondale is working towards improving the quality of the community’s multi-family residence developments and mitigating impacts associated with high density development. Architectural detail, the use of building and landscape materials, and most importantly the relationship of buildings to their environment are key to providing a development that is a fully functional residential community.

The design elements found in Section III of this document shall also apply to multi-family development.



## A. Site Design

### 1) Project Entry

- Project entry areas provide the resident and visitor with an overview to the project. Special design consideration should be given to project entry points.
- Developments should provide an open window with landscaping, recreational facilities, common mailbox locations, and project directories. Special attention should be given to hardscape and landscape treatments to enhance the image.
- Appropriate project entry elements include:
  - ❖ Colored textured paving treatment, especially at project entries, major public spaces, and pedestrian paths.
  - ❖ Landscape berms and decorative screen walls
  - ❖ Subtle grading with gentle mounds
  - ❖ Landscape medians
  - ❖ Lighting
  - ❖ Decorative Gates
  - ❖ Decorative Signage
  - ❖ Decorative entry gates and guard kiosks at all main entry areas
  - ❖ Secondary entrances to provide enhanced entry features and utilize the same design features as the main entry.



## 2) Open Space and Amenities

Open space is considered the portion of a site located outside of required setbacks where there are no buildings, driveways, or parking. Usable, or active, open space shall be considered any area on a site which is designed to be used for recreational or gathering purposes. For multi-family residential sites, usable open space shall be provided in the form of tot lots, barbeque grill areas with ramadas, swimming pool areas, club house, turf play areas, basketball courts, volleyball courts, and other similar amenities. Creating open space must not be done at the expense of building crowding.

- A minimum of 20% of the site area of any multi-family residential development shall be devoted to usable open space.
- Pedestrian amenities, such as benches, trash receptacles, and pedestrian scale lighting, shall be provided along trails and in the vicinity of tot lots, sport courts, barbeque grill areas, and other active open spaces.
- Usable open space can be provided throughout a project to allow all units to have easy access to amenities. Alternately, the entirety of usable open space may be provided in a centralized location so as to create a grand recreational area.
- Trees with wide canopies should be planted in close proximity to pedestrian seating to provide cover from the sun.
- Open space areas located at the bottom of retention basins will be evaluated and may not be considered active open space if determined that they will be unusable for long periods following inclement weather.
- Private open space in the form of balconies or patios must be provided for each unit.
- The incorporation of balconies, porches, and patios onto or within the building form is required for both practical and aesthetic value. A minimum of 80 S.F. is required for each balcony or patio per unit.



### 3) Landscaping

A strong landscape theme should be developed for the project. A variety of landscape materials should be used and should be compatible with the color, texture, and scale of the buildings and established landscaping on nearby streets and surrounding neighborhoods.

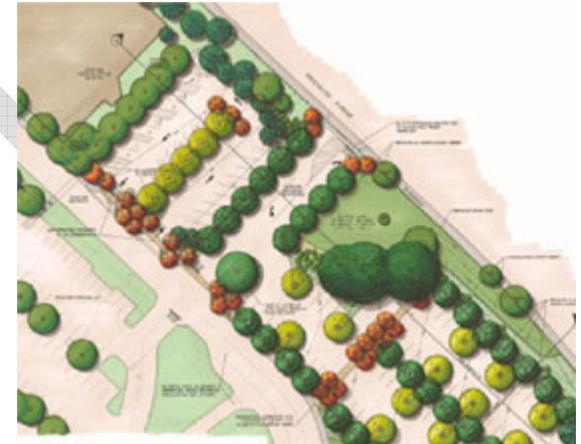
- Landscaping should provide a lush, shady interior to the project and should avoid large expanses of decomposed granite with few plants. The use of turf is encouraged in active open space areas.
- Landscaping of parking lot areas should include a combination of trees, shrubs, and groundcovers.
- Especially in and around parking areas, tree species with large, full canopies should be chosen to maximize pedestrian and vehicular shade.
- Landscape islands to be provided at a minimum interval of every 12 parking spaces. Islands must have a minimum area of 10 square feet and include at least one tree.
- Backflow prevention devices shall be located in a protective cage painted to blend in with the nearest building or screen wall. Additional landscaping to be provided around these devices for further screening



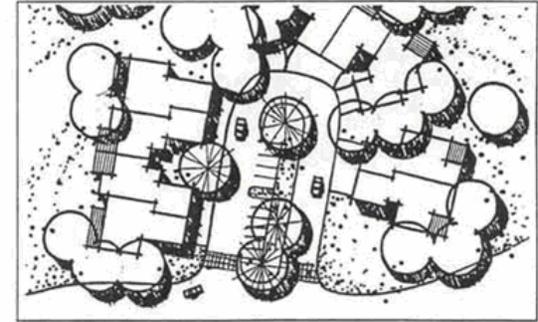
#### 4) Parking

All multi-family parking areas to be designed in accordance with ADA guidelines, Fire Department standards, Section 8 of the City of Avondale's Zoning Ordinance, and the following standards:

- Parking areas and drive aisles should be designed to end at focal points. These will typically consist of landscaped areas, fountains, or other features that present a pleasing view where pedestrians have immediate access to.
- Parking areas should be located to the rear and sides of buildings, a maximum of 150 feet away from the unit to which it is dedicated, and constructed no closer than 15 feet away from any unit, door, window or patio.
- Design Parking lot and other on-site lighting so that it does not shine on adjacent uses.
- All parking spaces must be clearly outlined on the surface of the parking facility. Delineation of parking spaces through means other than painted stripes is strongly encouraged.
- Handicapped parking stalls to be so located so that a handicapped person is not compelled to wheel or walk behind parked cars other than their own. In addition, the path of travel from the parking area to the building area for handicapped persons shall not exceed a maximum slope of 1:12. Handicapped spaces should be dispersed throughout a project to ensure adequate access to all units.



- Curbs shall be used to ensure that any walkway adjacent to a parking space remains unobstructed.
- Buildings should be located so as to create a clustered parking area not visible from street view.
- Special paving at parking court entries and landscape nodes between parking stalls are required to soften the streetscape.



Clustered parking should be provided on the interior of a project, screened from street view by the buildings themselves.

#### a) Parking Screen Walls

Parking areas are to be screened from street view by three foot screen walls, three foot earthen berms, or a combination of both. Screen walls are to be constructed on-site of masonry, eight inches wide or more. Screen walls must meet the following criteria:

- Screen walls must be 6-8 feet when used on property lines and three to four when used for parking screening.
- All walls are to use materials, color, and details consistent with the main structures with articulation, undulation and design to complement the development.



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## b) Covered Parking

The Zoning Ordinance requires covered parking to be provided for multi-family developments. All covered parking areas are to meet the following criteria:

- The materials, colors, and roof forms of detached garages and carports should be consistent in design with the adjacent residential buildings.
- Carports in a single unbroken row longer than ten parking spaces are prohibited.
- The integration of carports with patio and project walls is encouraged to add variety and relief to the streetscape.
- Parking covers to be constructed with parking fascias, parapets, recessed lights, and other details that give a finish look. Prefabricated metal carports are prohibited. Lighting sources that extend beyond the lower edge of the fascia should not be used.
- Except in cases of exceptional design, carport roofs should not be visible from major arterials or perimeter streets.
- Support column locations should be chosen so as not to hinder or block the opening of vehicle doors.
- Garages are required for multi-family complexes in excess of 100 units. Garages may be attached or detached and account for a minimum of 25 percent of the required parking, excluding visitor parking requirements.
- Parking beneath the building, including subterranean parking, economizes the use of land and increases on-site recreation space. Such parking should be considered in all multi-family developments.



## 5) Site Furniture and Lighting

The design and quality of site details, such as street furniture, trash receptacles, lighting standards, and mailboxes, and bus shelters are important to the overall quality of a multiple residence development. These features must be designed as an integral part of the project, not added as an afterthought. Site details must meet the following criteria. Incorporate items such as mailboxes, seating, and lights into buildings, screen walls, and other structures where appropriate.

- All site furniture and hardware (i.e. mailboxes, trash receptacles) should be decorative and contribute to the overall quality of a project. Where transit stops are required, the furniture, shading structure, and hardware used at these locations should incorporate the materials and architectural concepts used throughout the project.
- Where common mailbox services are provided, they should be located close to the project entry or near recreational facilities, with care taken to minimize conflicts with major vehicle entryways. The architectural character should be similar in form, materials, and colors to the surrounding buildings.
- Locate benches and seat walls to take advantage of open spaces, shade and views. Locate trash receptacles where they will be used most but will not disturb adjacent users and not at the end of drive aisles where they become the focal point.
- Trash enclosure locations should be fully enclosed within six foot stucco, brick, block, or cobblestone walls and opaque gates, and should be softened with landscaping and located a minimum of 25 feet from residential buildings within the project. Enclosures should feature decorative doors which share materials and designs with the building architecture.
- Lighting design should enhance the quality of the development. Parking areas, walkways and entries should be adequately lit at night to assure safety and security. Use lighting to enhance entries and buildings and to highlight special landscape or hardscape features. Lighting features should have a common design compatible with the architectural design of the project and provide sufficient lighting in pedestrian, open space, and parking areas to address security issues.



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## B. Building Design

### 1) General Design Principles

The focus should be on constructing a high quality residential environment which is sensitive to the surrounding environment. The criteria presented here strive for this “quality” architecture through the descriptions of appropriate and inappropriate materials and architectural expression. The building design must not only be appropriate for the area and climate the underlying fundamentals of good architectural design must be followed. The proportions and details of building components and materials must reflect a residential character.



- Avoid the repetitive use of a single building configuration and repetition in building facades. There should be a rhythm to building elevations which adds unity and interest without becoming monotonous.
- All structured walls should have relief to create an interesting blend with landscaping, buildings, and the casting of shadows.
- The integration of varied texture, relief, and design accents on building walls can soften the architecture.
- Structural form and scale should relate to the use of the building as a multi-family residence. Buildings should be within a human scale so as not to overwhelm or dominate the natural surroundings.
- Change roof levels and ground planes to break up the mass and bulk of buildings.
- Avoid the use of long access balconies or corridors which are monotonous and impersonal. Instead, provide clustered access points to units.
- Break large projects into groups of structures.



- Where buildings are located along arterial streets provide a building setback of a minimum of 1:1 foot for every 1-foot building height.
- For buildings of 3 stories or less, separation between buildings should be equal to the height of the tallest building, no less than 20' feet apart in order to provide adequate light and air, quality open spaces, and reduce noise transmission and “echoing” between buildings.
- Provide building complex entrances which are distinctive and easily identifiable.
- In attached multi-family projects, buildings longer than 160' should be avoided. Building facades should be broken up to give the appearance of a collection of smaller buildings. Long, unbroken building facades and simple box forms shall be avoided. Entrances to individual units should be plainly visible, distinct, and easily identifiable.



## 2) Clustering and Massing

Clustering of multi-family units shall be a consistent site planning element. Buildings composed of a series of simple yet varied plans assure compatibility and variety in overall building form. The following techniques are appropriate:

- Varying dwelling unit setbacks within the same three to seven unit building
- Staggered and jogged unit plans
- Use of reverse building plans to add articulation
- Maximum of two adjacent units with identical wall and rooflines



### 3) Unit Entryways

In multi-family and attached housing it is recommended that each unit has its own identity and entry. This can be accomplished by staggering and offsetting each separate unit and combining one and two story building forms to separate massing. This will also provide additional variety to the streetscape.



### 4) Materials and Colors

Building materials and colors should be kept simple and consistent throughout the development. The project should blend and complement the surrounding area, not stand out. Using contrasting materials and colors as an accent is acceptable but the basic color palette should be simple and relatively unobtrusive to create a residential environment.

The following materials are appropriate:

- Stucco or EIFS with smooth, sand or light lace finish
- Composite wood, as a primary and accent material
- Brick, as primary and accent material



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- Split-faced block, as a primary and accent material
  - Stacked stone, as an accent material
  - Marble, travertine, or other related stone materials
  - Unglazed tile, as an accent material and roofing material
  - Use architectural details on cornices, handrails, and parapet edges.

The following materials are inappropriate:

- Metal or aluminum siding and roofs (including carports)
- Unfinished concrete block, concrete tilt slab, and painted or white brick or block

### 5) Roofs

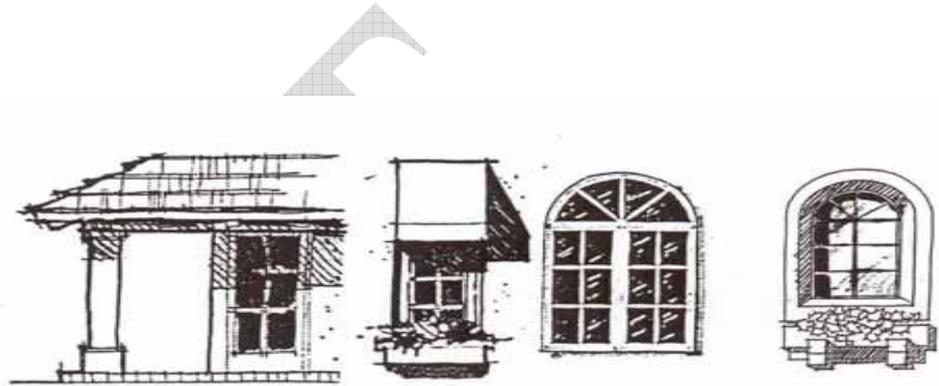
Gable, Shed, and hip roofs or a mixture of roof types to create articulation and ridgelines is necessary to break up long roof lines. Varying the plate heights and ridge height is also appropriate.

Inappropriate roof designs include: large expanses or flat roofs, gambrel or mansard roofs, and A-frame roofs.



## 6) Windows and Doors

Windows are typically rectangular or round headed openings with various forms. The appearance of the window being recessed into the wall is an important element for weather protection, shade, and to provide additional shadowing. Use arches, gateways, entry courts to shelter doorways and foster a sense of arrival. Design windows so that they do not visually intrude on the private outdoor space of adjacent patio areas.



### Appropriate:

- Bay windows
- French doors
- Multi-lighted windows
- Rectangular windows
- Clerestory windows
- Round windows
- “Greenhouse” windows
- Wood, or simulated wood, single and double doors

### Inappropriate:

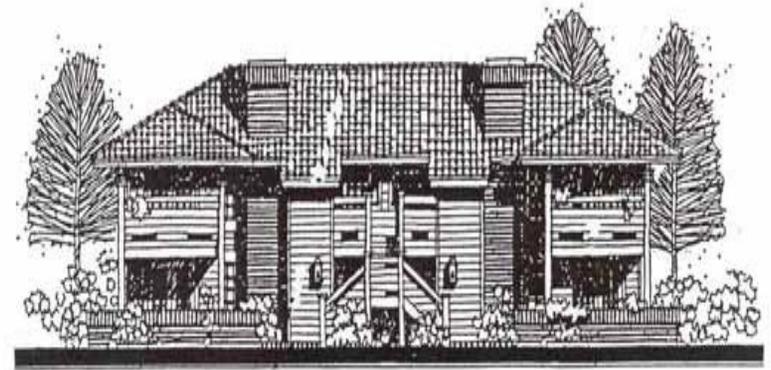
- Silver or gold window frames
- Reflective glass
- Metal
- Windows flush with wall surface
- Glass block
- Glass doors
- Non-anodized aluminum frame doors

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## 7) Stairways

The treatment of stairways is important to the appearance of multi-story buildings. Stairs must be designed according to the following techniques:

- Freestanding stairways cannot make a straight run from upper floors to the ground floors. They must have a landing and make a right angle turn.
- Stairways should be built into courtyards and entry areas and not simply hung off the sides of buildings.
- Detail stairways by using insets, reveals, decorative tile, or stucco texturing, decorative handrails, etc.
- The use of enclosed staircases is preferred over exterior staircases. Simple, clean, bold projections of stairways are encouraged to complement the architectural massing and form of a building.
- Stairways should be smooth stucco, plaster, or wood with accent trim of complementary colors. Side walls of smooth or sand finish stucco, block, stone, slate, or other opaque building material with an accent trim cap or banding of tile
- Exposed prefabricated metal stairs and transparent walls (such as iron railings) are prohibited.



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## 8) Additional Architectural Elements

- All antennas shall be placed in attics or interior of the residence. It is recommended that all homes be pre-wired to accommodate cable or satellite reception.
- Canvas or vinyl awnings of solid accent colors are permitted in moderation. Metal awnings are preferred.
- Patio trellises, and other exterior structures may be built of stucco or wood or block, with finishes complying with the overall color palette for the project.
- Chimneys as an architectural form shall be simple and boldly project from main wall surfaces. Stone or tile accents and articulation details are encouraged. It is recommended that exposed flues and extravagant metal fireplace caps not be used.
- As with doors and windows, the garage door should appear to be set into the walls rather than flush with the exterior wall. Garage door design should be kept simple, clean, and unadorned. They are a major visual element of a condo, apartment, or townhouse development.
- Gutters and downspouts must be internalized.
- Roof mounted mechanical equipment shall be screened from view in a manner consistent with the building façade. Ground mounted mechanical equipment shall be screened from view with landscaping or solid fencing.
- Skylights should be designed as integral parts of the roof. Skylight framing material must be colored to match the roof. Flat skylights are encouraged.

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## VI. SIGNAGE

Signs are among the most noticeable visual elements within the City of Avondale's commercial areas, especially the freeway corridor. When designed appropriately, signage can positively contribute to the nature and quality of the physical environment. Well-designed signs contribute to the character of a building's façade while enlivening the streetscape, in addition to communicating information about goods and services of individual businesses. The intent of the standards contained in this section is to promote high quality commercial developments with effective signage which does not detract from the aesthetics of the City of Avondale. The suggestions contained in this section are meant to be used in conjunction with Avondale's Sign Ordinance, Section 9 of the Avondale Zoning Ordinance.

### A. Words, Typefaces, and Symbols

No sign is effective unless it is able to communicate a message. The following guidelines shall be considered when designing signs for use in Avondale:

- Signs with brief, succinct messages are simpler and easier to read, look cleaner, minimize traffic safety concerns, and are more attractive. If a word or character does not contribute directly to the message of the sign, it should be deleted.
- Signs should convey the name and type of a business only. The use of telephone numbers, web addresses, or product information is strongly discouraged.
- Hard to read, overly intricate typefaces which are difficult to read should be avoided. Traditional fonts are recommended.
- Logos which are unknown or unrecognizable often need to be accompanied by words, contributing to visual clutter. The use of unknown, unrecognizable, or illegible logos is discouraged.

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## B. Proportion and Balance

Proportion is the relationship of one element to another in terms of size, for instance the relation of height to width. Balance is an aesthetic relationship, for example the relation of one element's design to that of another. Signage can maintain proportion and balance by adhering to the following guidelines:

- Signs with strange shapes, such as unusually narrow or oddly shaped signs, can restrict the legibility of a message and should be avoided. Legible signs with strange shapes may be acceptable if architecturally integrated into the design of the building.
- Large letters are not necessarily more legible than smaller ones. Signage where the proportion of letter area to overall sign area is greater than 75 percent of the sign field should be avoided.
- Signs should be designed as a harmonious element within the overall building design concept. Sign fields, sign materials, lighting type, and colors should be determined early in the building design process and a unified sign package must be presented as part of a project's design review submittal.



## C. Sign Colors and Materials

Color is one of the most important aspects of visual communication as it can be used to catch the eye or to communicate ideas or feelings. Sign materials, if chosen correctly, can contribute to the overall building character by providing dimension and texture. The following guidelines shall be considered:

- Wall signage should consist of individual letters with a depth to create a dimensional quality.
- Multi-tenant commercial and industrial developments should create sign packages which identify a single color, font, and material to be used for all tenant wall signage. National tenants with copyrighted letters and logos may utilize colors which match their corporate standard.

- Reflective colors, fluorescent colors, and white lexan are strongly discouraged. Black, bronze or similar dark colors are recommended. Bolder colors may be appropriate depending upon the architectural theme of the project.
- Exposed raceways are prohibited.
- Box cabinet wall signs shall not be used. Only custom cabinet signs, as illustrated to the right, which meet the following criteria will be considered acceptable:

- ❖ Cabinets must be designed and fabricated with a minimum of 3 signage/graphic levels, each a minimum of 8" deep.
- ❖ Cabinet graphic levels must be opaque and contrasting in color, texture and/or material from one another to create depth and dimension.
- ❖ Unless as part of a nationally registered and/or trademarked logo, rectangular cabinets are discouraged.
- ❖ The primary business name shall be dimensional pan channel or reverse pan channel lettering with a minimum depth of 8 inches.
- ❖ Secondary copy and/or background graphics less than 5" in height may be routed from the face with either backup or push through acrylic, but will not count towards the three level requirement
- ❖ Exposed neon raised off the face of the sign may be used where appropriate but must be limited to ten percent of the overall sign square footage.
- ❖ Custom cabinets shall be internally illuminated and halo illuminated to provide definition to the outer edge of the cabinet.

### CUSTOM LOGO CABINET

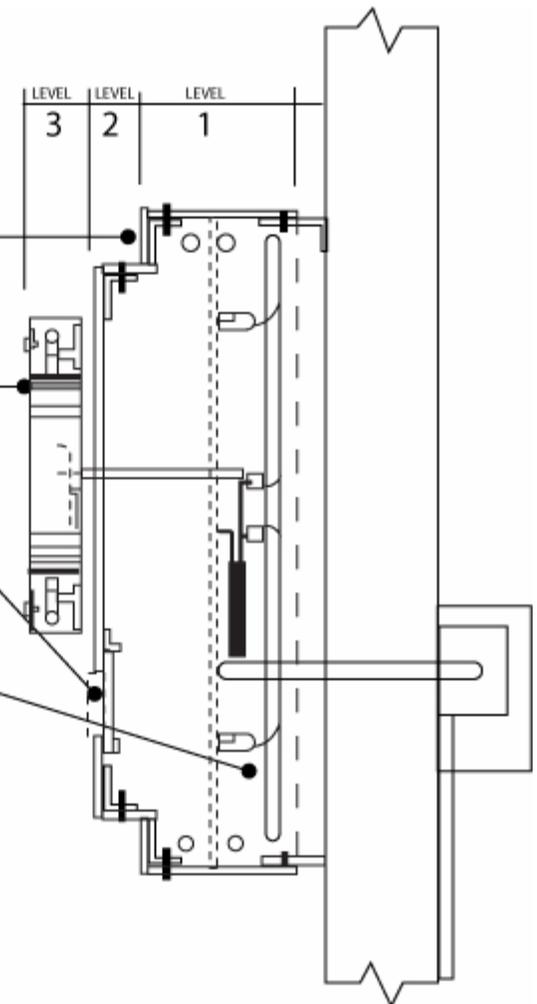
CUSTOM ALUMINUM FACED CABINET WITH MULTI-LEVEL PLANES FOR LETTERING AND GRAPHICS.

LEVELS TO BE A MINIMUM 8" DEEP.

DIMENSIONAL "NAME" LETTERING.

5" HIGH COPY OR LESS CAN BE ROUTED GRAPHICS WITH ACRYLIC BACKUP OR PUSH THROUGH.

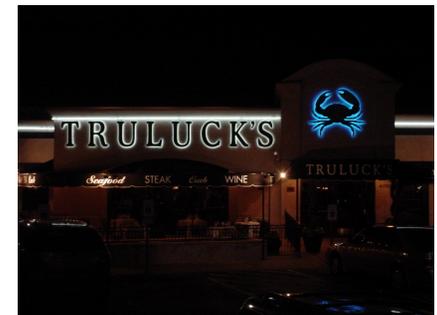
NEON TUBE OR OTHER LIGHT SOURCE FOR HALO ILLUMINATION OF BACKGROUND WALL SURFACE.



## D. Illumination

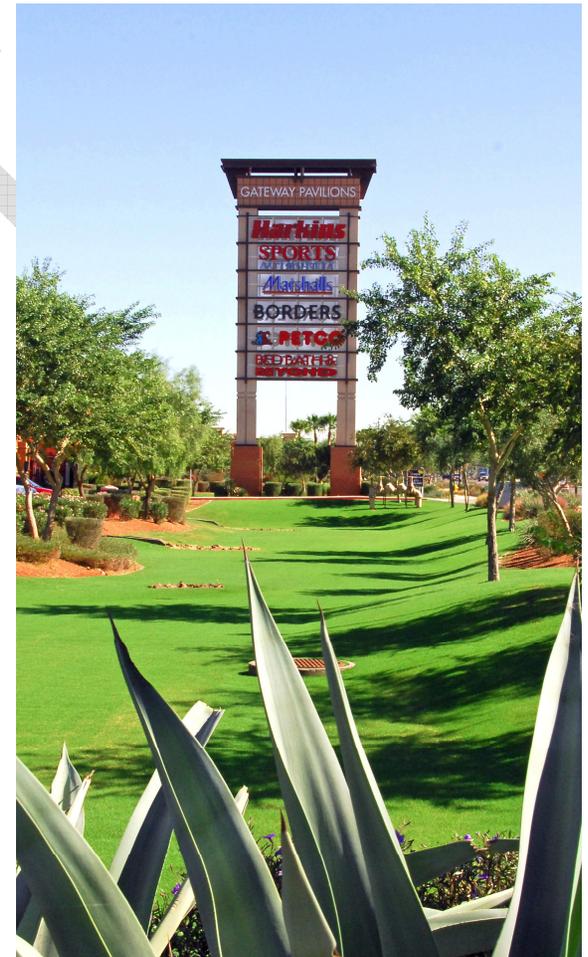
Like color, illumination can provide more effective visual communication, or it can confuse the sign's message. To ensure proper illumination, the following guidelines shall be considered:

- Illumination should be used only when necessary. If the character of a business is such that a non-illuminated sign will be effective, illumination should not be utilized.
- Decorative downlighting of signage is encouraged. Downlighting is often the most complementary type of illumination because the sign will appear to be better integrated with the building's architecture. Additionally, downlighting emphasizes the continuity of the structure's surface and signs become an integral part of the facade. Internally illuminated signs struggle to achieve these same objectives.
- The use of small, unobtrusive fixtures for projected downlighting is encouraged. Oversized fixtures that are out of scale with the sign and structure are discouraged.
- Whenever downlighting is used, care should be taken to properly shield the light source to prevent glare from spilling over into residential areas and any public right-of-way. Signs should be lighted only to the minimum level required for nighttime readability.
- Where projection lighting may be impractical or out of character, halo illuminated reverse pan channel individual letters and logos are strongly preferred over internally illuminated pan channel lettering.



## E. Freestanding Signs

- Individual tenant sign panels should be uniform in size recognizing that the major tenant, or the name of the center may have a slightly larger sign panel.
- The sign structure should be architecturally designed and incorporate design details, materials, and colors of the associated buildings.
- Freestanding signs may be internally illuminated; however, the sign copy is the only portion that is allowed to be illuminated. The sign background or field shall be opaque. Signs with individual letters or stenciled panels with push-through graphics are encouraged.
- Single pole (*lollipop*) signs are prohibited. Monument or structured signs are preferred.
- A free-standing sign should be placed within a substantial planted landscaped area or raised planter which is of a shape, size and design to provide a compatible setting and ground definition to the sign.
- The project address shall be included on all monument signs.
- Care must be taken so that freestanding signage does not interfere with the vision of motorists attempting to turn into or out of a development.



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## VII. GREEN BUILDINGS

The City of Avondale has a commitment to protecting the environment, improving quality of life, and promoting sustainability.

Conventional design and construction methods produce buildings that can negatively impact the environment as well as occupant health and productivity. These buildings are expensive to operate and contribute to excessive resource consumption, waste generation, and pollution. To help reduce these impacts and meet community goals, the City has included the following recommendations designed to encourage the development of "green" buildings without forcing excessive costs or other burdens upon developers, building owners or occupants.

### A. Green Building Objectives

A "green" building places a high priority on health, environmental and resource conservation performance over its life-cycle. These new priorities expand and complement the classical building design concerns: economy, utility, durability, and delight. Green design emphasizes a number of new environmental, resource and occupant health concerns:

- Reduce human exposure to noxious materials.
- Conserve non-renewable energy and scarce materials.
- Minimize life-cycle ecological impact of energy and materials used.
- Use renewable energy and materials that are sustainably harvested.
- Protect and restore local air, water, soils, flora and fauna.
- Support pedestrians, bicycles, mass transit and other alternatives to fossil-fueled vehicles.

Most green buildings are high-quality buildings; they last longer and provide greater occupant satisfaction than standard developments.

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## **B. Green Building Strategies**

### **1) Siting and Form**

Most of the location, orientation and massing decisions made in the early stages of design have a profound effect on the energy and environmental impacts of buildings. This is particularly the case for solar-responsive, daylighting and natural cooling design, where early decisions establish the potential for passive renewable energy use. Other environmental strategies, such as stormwater management, are also greatly influenced by site planning.

#### **a) Daylight, Views, and Natural Cooling**

- Floor plan depth is the most important single consideration that affects the potential for daylighting, exterior views and natural ventilation. Floor plans with relatively narrow wings, such as I-, H-, U-, or T-shaped plans, ensure that most interior spaces have good access to natural light and winds. Courtyards and atria can also be used to bring light and air to surrounding narrow spaces.
- Redirecting daylight with light shelves, prismatic glazing and other reflective systems can extend naturally lit interior space to 30 to 35 ft. deep.
- A well-designed natural cooling strategy can be as effective as mechanical air-conditioning, but its potential is also greatly influenced by floor plan depth. Narrow floor plans increase the potential for effective cross-ventilation; bringing outdoor air into one side of a space and exhausting it on an adjacent or opposite side.

#### **b) Control Solar Cooling Loads**

- Where site conditions permit, landscaping or other shade structures to reduce the amount of sun on the building is the most effective method of solar control.
- Locate the building toward the southwest, south, or west sides of the site to provide shade for lower floors from neighboring buildings.

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- Orienting buildings so that the short wall (narrowest portion of the building) faces west or southwest for the least solar gain in the summer is encouraged.
  - Place service cores or opaque stairwells at the southwest or west ends to buffer interior spaces from afternoon solar gain.

### c) Solar Energy Collection

- Solar energy collection systems transform buildings from energy consumers to energy producers. For aesthetic and economic purposes, solar access should be addressed when designing roofs, walls, windows and external shading devices.
- New solar generation products designed to be incorporated into wall and roof assemblies are now available and are recommended, due to their ability to be aesthetically integrated into the structure. These products include “solar shingles”, panels designed to integrate into curtain walls, and etching techniques designed to be used as sunshades. Since these products are intended to replace conventional weather surfaces, they can be more economical.
- Collectors operate best with unobstructed access to the sun. Shading studies of the building are essential to ensure solar collection potential. Roof-mounted collectors are easiest to tilt optimally and are less likely to be shaded than collectors mounted on walls, though locations towards the top of walls can help.
- For maximum solar energy potential, collectors should face south or southwest.
- The best building forms for solar energy collection differ from those for controlling solar cooling loads. The needs of each project should be evaluated to determine whether solar energy collection or controlling solar cooling loads is more beneficial.

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## 2) Landscaping

Ecologically based landscape design can conserve water, lower cost of ownership, reduce pesticide and fertilizer usage, and limit polluted storm water runoff. The following strategies are strongly recommended for all developments within the City of Avondale:

### a) Provide Desert Responsible Landscaping

- Landscaping which utilizes slow-growing, drought-tolerant plants can significantly reduce water consumption and maintenance cost. Only plants listed on the Arizona Department of Water Resources Low Water Using Plant List should be used within the City of Avondale.
- Ecologically sensitive land and indigenous plants should be protected. When impacted by development, pre-existing native plants should be left undisturbed or relocated to a location elsewhere on the site where they can thrive.
- Turfed areas require more water than other plants and their use should be minimized, except for active recreational areas which require a grass surface. Drought-tolerant groundcovers should be considered as an alternative to turf.
- Group plants with similar water requirements on common zones to match precipitation heads and emitters.
- Use drip irrigation for trees, shrub beds and areas of groundcover to eliminate evaporation losses.
- Choose low-volume, low-angle sprinklers for lawn areas.
- Program automatic controllers for night irrigation to reduce losses due to evaporation and wind drift.

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## **b) Minimize Storm Water Runoff**

- By diverting stormwater from impervious areas such as roofs and paths, and by reusing it whenever possible, urban runoff can be greatly reduced. This can be achieved by directing rain gutters to landscaped areas, drywells and retention basins where water can seep into the ground.
- Landscaped storm-water retention basins should have flow directed toward them with curbs, berm, or similar structures, and slightly concave to retain surface water until it infiltrates.
- Placing landscaped areas directly below eaves on a sloped roof allows runoff to percolate into the sub-soil. Plants should be sturdy enough and provide a subsurface matrix of roots to tolerate heavy sheet flow runoff and periodic saturation.

## **c) Shading Buildings**

- For buildings with high cooling loads, landscaping planted in proximity to the foundation can reduce solar heat gain, cooling energy and increase the attractiveness of outdoor spaces. Plants can reduce ambient air temperatures by up to 10°F and surface temperatures by 20°F.
- Plant trees with higher deciduous canopies along south and southwest sides of buildings, to provide summer shade while maintaining solar access in winter. Plant trees approximately half the width of the tree's mature canopy from the building and spaced at 1/4 to 1/3 the canopy width. For greater shading and cooling, plant a multi-layered composition of shrubs and small trees with a minimum height of 10 ft. and width of 4 ft. next to building facades.

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#### **d) Enhance Building Ventilation**

- To capture and direct airflow into a building, plant trees and shrubs with dense foliage adjacent to a building, immediately downwind of or above air inlets. Trellises with tightly spaced lathing can also be located to create a high-pressure area at inlets, enhancing inward flow.
- Where ventilation outlets are located on the side of a building relative to the prevailing wind, plant trees and shrubs immediately upwind of air outlets to create a low-pressure area, enhancing outward flow.

### **3) Transportation**

Transportation affects almost every aspect of resource use, air and water quality, and urban livability. Reducing the need for automobiles has major environmental benefits and is one of the most important urban planning strategies.

#### **a) Paved Surfaces**

- Use impervious pavement (concrete and asphalt) only where regular car, bus or truck traffic is expected. In other locations, install surfaces that encourage non-automobile traffic, and allow stormwater infiltration.
- Porous asphalt, paver blocks or large aggregate concrete is strongly encouraged for parking and highly used bicycle and pedestrian areas. Crushed stone or brick is recommended for lightly used pedestrian paths
- Where impervious surfaces are required, recycled asphalt and recycled concrete are encouraged.
- Provide curb cuts and slope hard landscaping features to allow water to flow to permeable surfaces.

#### **b) Provide Bicycle Storage**

- Non-residential buildings should provide bicycle parking for use by visitors and employees. All sites should provide a minimum of four bicycle parking spaces; buildings or centers over 15,000 square feet should provide bicycle parking at a rate of 5 percent of the automobile parking as required by Section 8 of the Avondale Zoning Ordinance.

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- All required outdoor bicycle parking should be located closer to main building entrances than automobile parking spaces. If not immediately visible, tasteful signage can be provided to show its location.
  - Bicycle racks should have two points of contact to allow convenient locking for a variety of sizes and styles.

**c) Changing Rooms for Cyclists and Joggers**

- Although cyclists and joggers can change in washrooms and store a change of clothes in the workplace, dedicated facilities are more likely to encourage regular human-powered commuting. Changing facilities are encouraged, especially in large office and employment developments.
- Changing rooms should incorporate lockers and showers to allow employees the year round opportunity to bicycle or jog to work. A sufficient amount of showers should be provided to accommodate peak hour commuters.
- Separate change/shower rooms for males and females should be provided. For buildings or complexes smaller than 10,000 square feet, a single lockable shower/dressing room for both genders may be acceptable.

**d) Shared Transportation Facilities**

- For office and industrial buildings or complexes larger than 50,000 square feet, 10 percent of required automobile parking spaces should be reserved for carpooling, vanpooling, and alternative fuel vehicles, including hybrid vehicles. For all other commercial and industrial projects, 5 percent of required automobile parking spaces should be reserved for carpooling, vanpooling, and alternative fuel vehicles, including hybrid vehicles.
- Carpool, vanpool, and alternative vehicle spaces should be located closer to main building entrances than single-user automobile parking.

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- To clearly differentiate spaces from regular automobile parking, areas should be marked and signed in a manner similar to handicapped parking areas.
  - Locate carpool and vanpool parking spaces closer to the building entrance than other automobile parking.
  - Draw attention to the location of carpool and vanpool parking and pick-up areas with prominent signage.
  - Provide attractive and comfortable waiting areas to encourage carpool and vanpool commuters. Amenities, such as sunshades, canopied trees, and seating should be provided in these waiting areas. Additionally, waiting areas are a natural location for public art.
  - Ensure commuter safety with building lobbies that view waiting, pick-up and drop-off areas, occupied windows that overlook them, good lighting, and if necessary, prominent surveillance cameras.

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## VIII. SAFETY

The first and foremost goal of the City of Avondale is to create a safe community where residents and visitors than spend their precious leisure time in a safe environment. Crime Prevention Through Environmental Design, or CPTED, is a crime prevention philosophy based on the theory that proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime, as well as an improvement in the quality of life. By encouraging the development community to consider CPTED principles when designing their projects is one step towards accomplishing this important goal.

The best time to apply the CPTED philosophy is in the design phase before a building or commercial center is built. Therefore, the emphasis is on prevention rather than apprehension. These elements can be successfully applied later, but retrofitting an existing environment can sometimes be costly. The use of CPTED standards will reduce crime and fear by reducing criminal opportunity and fostering positive social interaction throughout a community.

The overarching goal of the CPTED philosophy is to design and build safer, more productive and user-friendly commercial, industrial, and residential developments, reducing costs and liability and ultimately, producing a marked improvement in the quality of life for Avondale residents.

The following section describes the four basic and overlapping principles in the CPTED concept that should be considered for all new development within the City of Avondale.

### A. Natural Surveillance

Natural surveillance takes steps to increase the perception that people can be seen. This principle can be achieved by designing the placement of physical features, activities and people in such a way as to maximize visibility and foster positive social interaction among legitimate users of private and public space. Potential offenders feel increased scrutiny and limitations on their escape routes.

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Natural surveillance can be aided through the following design measures:

- Placement of windows overlooking sidewalks and parking lots.
- Limiting wall and fence heights where appropriate and in conformance with Zoning Ordinance requirements
- Using passing vehicular traffic as a surveillance asset.
- Ensure potential problem areas, including pathways, staircases, entrances and exits, parking areas, ATMs, mailboxes, usable open space areas, and service areas, are well-lit.
- Avoid security lighting that creates blinding glare and/or deep shadows, hindering the view for potential observers. Eyes adapt to night lighting and have trouble adjusting to severe lighting disparities. Using lower intensity lights may require additional fixtures. Shielded or cut-off luminaires should be used to control glare.
- Place lighting along pathways and usable open space areas at proper heights for lighting the faces of the people in the space (and to identify the faces of potential attackers). Trees should be located so as not to interfere with the distribution of lighting.



## **B. Natural Access Control**

Most criminal intruders will try to find a way into an area where they will not be easily observed. Limiting access and increasing natural surveillance keeps them out altogether or marks them as an intruder. By selectively placing entrances and exits, fencing, lighting, landscape, parking areas to control the flow of or limit access, this will in turn increase the level of natural access and control within a neighborhood. The following measures should be considered:

- Limit the number of entrances to buildings.
- Use structures to divert persons to safe public areas.

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- Use low, thorny bushes beneath ground level windows.
  - Eliminate design features that provide access to roofs or upper levels

### **C. Natural Territorial Reinforcement**

Territorial reinforcement promotes safety through increased definition of space and improved proprietary concern. An environment designed to clearly delineate private space does two things. First, it creates a sense of ownership. Owners have a vested interest and are more likely to challenge intruders or report them to the police. Second, the sense of owned space creates an environment where "strangers" or "intruders" stand out and are more easily identified. By using buildings, fences, pavement, signs, lighting and landscape to express ownership and define public, semi-public and private space, natural territorial reinforcement occurs. The following measures should be considered:

- Maintain the built environment and landscaping such that it communicates an alert and active presence occupying the space.
- Provide trees in residential, commercial, and industrial areas. Research results indicate that, contrary to traditional views within the law enforcement community, outdoor residential spaces with more trees are seen as significantly more attractive, safer, and more likely to be used than similar spaces without trees.
- Restrict private activities to defined, enclosed private areas.
- Display security system signage at access points.
- Address signs and Identification signage for commercial and multi-family developments should be illuminated and remain unobstructed by trees, shrubs, vines, or other materials at all times.



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- On properties developed with more than one structure, especially multi-family and office park developments, directory signs are encouraged. The directory sign should depict structures, units, apartments or suite numbers, recreational areas, elevators, driveways, and streets.
  - To avoid confusion, no numbers which could be mistaken for or confused with a building address should be displayed on a structure.
  - Placing seating in common areas in a commercial or institutional setting helps to attract larger numbers of desired users.
  - Scheduling activities in common areas increases proper use, attracts more people and increases the perception that these areas are controlled.

#### **D. Maintenance**

Neglected and poorly maintained properties, lighting, landscaping, and open space areas can increase the level for criminal activity. Maintenance within a residential community and, in the case of commercial centers, with each individual storefront, must be maintained at all times to include, paving surfaces, landscaping, walls, gates, entry features, light poles, pedestrian areas, signs, paint, and other related items typically found within a commercial or multi-family development.

## **APPENDIX A – GLOSSARY**

### **Amenity**

Aesthetic or other features of a development that increase its marketability or usability to the public.

### **Architectural Features**

Prominent or significant parts or elements of a building or structure.

### **Architectural Style**

The characteristic form and detail of buildings from a particular historical period or school of architecture.

### **Articulation**

The manner in which portions of a building form are expressed (materials, color, texture, pattern, modulation, etc.) and come together to define the structure.

### **Awning**

A roof-like cover extending over or in front of a place (as over a deck or in front of a door or window) as a shelter.

### **Bulk**

The size and shape of a structure and its relationship to other structures, to the lot area for a structure, and to open spaces and yards.

### **Compatibility**

The size and character of a building element relative to other elements around it. For example, the size and proportion of windows in a building façade are usually related to one another, the spaces between them, and the scale of surrounding buildings.

### **Canopy**

A removable fabric or plastic covering over a public walkway or sidewalk.

Context: The characteristics of the buildings, streetscape, and landscape that supports or surrounds a given building, site, or area such as predominance of period architecture or materials, wide sidewalks, or continuous and overhead weather protection, or consistent street trees.

**Cornice**

A molded or projecting horizontal feature that crowns a façade.

**EIFS**

A generic product name standing for Expanded Insulating Foam System, which consists of an acrylic finish applied to a foam base anchored to a building façade. Brand names include Dry-vit.

**Façade**

Any vertical, exterior face or wall of a building, often distinguished from other faces by architectural details.

**Gable**

The upper, triangular portion of a façade, usually flanked by sloping roofs.

**Gateway**

A principal or ceremonial point of entrance into a district, or neighborhood.

**Grid**

Two or more intersecting sets of regularly spaced parallel lines. It generates a pattern of regularly spaced parts, such as a street grid.

**Lintel**

A horizontal beam over an opening in a wall, either structural or decorative, such as seen capping window openings.

**Massing**

Three dimensional bulk of a structure: height, width, and depth.

**Modulation**

A stepping back or projecting forward of sections of a structure's façade within specified intervals of building width and depth, as a means of breaking up a structure's apparent bulk.

**Open Space**

Land and/or water area with its surface open to the sky and predominantly undeveloped, which is set aside to serve the

purposes of providing active or passive recreational opportunities, conserving valuable natural resources, and structuring urban development and form.

**Parapet**

A low, protective wall or railing along the edge of a roof, balcony, or similar structure.

**Pedestrian Orientation**

The characteristics of an area where the location and access to buildings, types of uses permitted on the street level, and storefront design are based on the needs of persons on foot.

**Pediment**

A wide, low-pitched gable found in classical style buildings either at the top of façades or over window and door openings.

**Porte-cochere**

A roof or shelter for vehicles over a driveway outside an entrance doorway, sheltering those getting in or out of a vehicle.

**Proportion**

The balanced relationship of parts of a building, landscape, and structures to each other and to the whole.

**Reveal**

Usually a line, scoring or joint in a wall/siding that exposes its depth and breaks up its mass.

**Rhythm**

Reference to the regular or harmonious recurrence of lines, shapes, forms or colors, incorporating the concept of repetition as a device to organize forms and spaces in architecture.

**Right-of-way (ROW)**

A strip of land, including the space above and below the surface, that is platted, dedicated, condemned, established by prescription or otherwise legally established for the use of pedestrians, vehicles, or utilities

**Scale**

The spatial relationship among structures along a street or block front, including height, bulk, and yard relationships. proportional relationship of the size of parts to one another and to the human figure — architectural: the perceived relative

height and bulk of a building relative to that of neighboring buildings — pedestrian: the perceived size of a building relative to a human being. A building is considered to have "good" pedestrian scale if there is an expression of human activity or use that indicates the building's size

**Site context**

The whole situation, background, or surrounding environment relevant to a particular site, project, etc. 2. having to do with historic and social infrastructures, natural and built environments

**Streetscape**

The visual character of a street as determined by elements such as structures, access, greenery, open space, view, etc. The scene as may be observed along a public street composed of natural and man-made components, including buildings, paving, planting, street hardware, and miscellaneous structures

**Scale, Human**

Used to describe the quality of a building that includes structural or architectural components of size and proportions that relate to the human form and/or that exhibits through its structural or architectural components the human functions contained within.

**Setback**

The required or actual placement of a building a specified distance away from a road, property line, or other structure.

**Site Plan**

A detailed plan showing the proposed placement of structures, parking areas, open space, landscaping, and other development features, on a parcel of land.

**Excerpt of the Minutes of the Planning Commission Work Session held November 15, 2007 at 6:00 p.m. in the Council Chambers.**

COMMISSIONERS PRESENT

Lisa Copeland, Commissioner  
David Iwanski, Commissioner  
Edward Meringer, Vice Chairman  
Michael Alcorn, Commissioner  
Alan Lageschulte, Chairman  
Kevin Grimsley, Commissioner

COMMISSIONER ABSENT

Linda Webster, Commissioner (Excused)

CITY STAFF PRESENT

Ken Galica, Planner II  
Eric Morgan, Planner II  
Brian Berndt, Development Services Director  
John Vater, Planner I  
Dean Svoboda, Long Range Planning Director

DISCUSSION ITEMS

**1. Architectural and Site Design Manuals**

Brian Berndt, Development Services Director, stated that Staff has been working hard on the proposed Design Manual to develop Architectural and Site Design Standards, and stated Ken Galica, Planner II, would start the discussion.

Ken Galica, Planner II, stated he was very pleased to present to the Planning Commission a set of design standards for all development types in order to raise the expectations through site design and architectural features for all development in the City. He stated the presentation will highlight some of the differences between good and bad design. Mr. Galica stated the proposed Design Manual is necessary because the expectations of the Avondale residents, the City Council, and the Planning Commission are rising. The document will give the Planning Staff an additional tool for higher quality development, and it will assist the development community by clearly communicating the City's goals and objectives for development. He stated the document will discuss: 1) Building design, to include concepts such as color, scale, wall articulation and roof form. 2) Site design, to include open space, pedestrian areas, landscaping, buffering, site lighting, building placement, etc. and 3) Signage. Mr. Galica proceeded to display a series of images of good and bad architectural, site, and sign design for comment by the Commission.

Vice Chair Meringer asked when the Planning Commission approves a business, was the signage included in the approval process. Mr. Galica responded that on the newer centers, they have included comprehensive sign packages which specify a particular type of sign that can be used and the size and location. He stated the City may want to explore signage even further in terms of regulating color and lighting. Vice Chair Meringer asked then would the developer have variations in signs and then the Staff would make recommendations. Mr. Galica responded that by no means would the Staff prescribe sign copy, but would like to encourage colors and materials that will add to the quality of a project.

Mr. Galica summarized his presentation, stating more information was in the draft manuals passed out to the Planning Commission, and as there was time to make changes, he encouraged the Commission to read the drafts and give comments back to the Staff. He offered to take questions.

Chairperson Lageschulte commented it appeared that Staff was headed in the right direction; however, as far as businesses go with the open areas and the signage, sometimes the national chains will not have a design that fits into Avondale's plans. He stated he wanted to make sure that if Avondale got a chain

business such as the Claim Jumper or Islands Burgers, that Staff would not require them to change their establishment designs too much.

Chairperson Lageschulte asked if the front yard staggering setbacks of 23, 20, 24, and 18 feet were what Staff would be looking for in the future. Mr. Galica replied that Staff does like a staggered setback as it does vary the appearance at street level, and that the numbers were still a work in progress. Chairperson Lageschulte remarked that he liked the idea of staggering setbacks, as it really looks sharp and he would like Staff to keep on top of that with the new developments coming in. He stated everything else looks good and he thinks having a Design Manual in writing is a big step forward for Avondale, and Staff did a good job.

Brian Berndt, Development Services Director, informed the Planning Commission that Staff was attempting to get the proposed Design Manual to the City Council in January 2008, so if they could get the Planning Commission's final comments at a December Work Session, they can get the Design Manual to City Council for implementation. Chairperson Lageschulte stated that was fine with him and they would take a vote before the end of tonight's meeting on a Planning Commission Work Session with this item on the agenda for December. Mr. Berndt mentioned there was a community meeting for this proposal on November 29, 2007 at City Hall in the Mohave Room at 6:00 p.m. in case the Commissioners would like to attend.

Chairperson Lageschulte invited further comments or questions for Staff.

Vice Chair Meringer inquired if the Staff and City wanted to see a mixture of grass and Xeriscape in the open spaces in residential developments. Mr. Galica clarified the concept of open space to the Commission. Passive open space included landscape islands, entry features, and other landscaped areas not designed for use. Active open space is designed to give people and opportunity to use the space, and can range from large fields, athletic courts, pools, tot lots, etc. Turf is not necessary in all of these areas. Mr. Galica reiterated that provision of high percentages of active open space should be important to the future development of Avondale.

Commissioner Alcorn cautioned that Staff has to be very careful when encouraging basketball courts. He explained that at Rancho Santa Fe the gangs took over the basketball court, and they had a confrontation between 15 gang members and the residents, and to avoid a fire fight, they tore the basketball courts down, and subsequently the gang members went away. He then highly advised that anybody thinking about putting in grass think about a desert scape first, because it is cheaper in the long run. Mr. Galica responded that all the comments were very good and added that the Water Resources Department puts together a cost estimate for the water costs on a yearly basis, so applicants can be aware of the costs of landscaping before it is installed.

Commissioner Grimsley took exception with Commissioner Alcorn's comments on basketball courts, as he lives in Corte Sierra and many local teenagers come to the basketball court near his house almost nightly to play, and they have never had any issues. He commented he would rather have the kids there playing ball rather than out doing countless other things, and he welcomes the sport courts. Mr. Galica stated if a project was designed to have a presence on a basketball court so that it feels safe and homes are overlooking it, there will probably be less of a problem over time than if it is tucked away.

Commissioner Alcorn stated they had one street in and one street out at Rancho Santa Fe, and the gang members would literally park in the street, block it off and take the court over, and the Police could not do anything about it.

Chairperson Lageschulte commented that the Planning Commission would like to see water features not be required, and if developers want to put a feature in front, they can use plants or rock designs and lighting to create a good effect.

Commissioner Alcorn reported that the Commission needed pictures of trees and shrubs so they could understand what the developers were doing. Mr. Berndt reported they were hiring a new landscape architect to help with that.

Chairperson Lageschulte invited further questions and comments, and hearing none, thanked Mr. Galica for his presentation.

**Excerpt of the Minutes of the City Council Work Session held December 3, 2007 at 6:00 p.m. in the Council Chambers.**

**Members Present**

Marie Lopez-Rogers, Mayor  
Dr. Charles Wolf, Vice Mayor  
Jim Buster, Councilmember  
Ken Weise, Councilmember  
Betty Lynch, Councilmember  
Frank Scott, Councilmember  
Jason Earp, Councilmember

**Members Absent**

None

**City Staff Present**

Charlie McClendon, City Manager  
Andrew McGuire, City Attorney  
Chief Kevin Kotsur, Avondale Police Department  
Brian Berndt, Development Services Department  
Ken Galica, Planner II, Development Services Department  
Tracy Stevens, Planning Manager, Development Services Department  
Linda Farris, City Clerk

**DISCUSSION ITEMS**

**3) WORK SESSION – DESIGN MANUALS FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY RESIDENTIAL, AND SINGLE-FAMILY RESIDENTIAL DEVELOPMENT**

Brian Berndt, Development Services Director, explained the intent of the Design Manuals is to raise the level of development occurring in Avondale. He informed the Council that a Neighborhood Meeting took place November 29, 2007 with 20 people attending. He stated Tracy Stevens and Ken Galica from the Development Services Department would give presentations.

Ken Galica, Planner II, Development Services Department, stated the primary purpose of the Commercial, Industrial, and Multi-Family Design Manual is to raise the level of expectations for new development projects through site design and the use of architectural features. He explained the Design Manuals will give Staff another tool to achieve a high standard of development in the City and reduce subjectivity over matters of good design, as well as it will assist the development community by clearly communicating the City's desires, the end goal being that of creating a more livable, more attractive environment for Avondale's residents. Mr. Galica informed the Council that any development or re-development which changes the exterior or appearance of a building will be required to adhere to the standards in the Design Manuals, with exemptions for existing businesses remodeling the interiors of their buildings or replacing damaged materials. He outlined that Site Planning standards will include elements such as open space, setbacks, landscaping and buffering, while Building Design standards will include elements such as height, color, scale, and roof form. Commercial and Industrial development standards will include elements such as parking and circulation, freestanding commercial buildings, shopping centers and parking structures. Mr. Galica stated Multi-Family Residential Development Site Design standards will include elements such as project entry, landscaping, and parking, and Building Design elements such as general design principles, clustering and massing, unit entryways, and windows and doors. He highlighted other sections of the Design Manual on signage, Crime Prevention Through Environmental Design (CPTED) standards, and green building standards.

Tracy Stevens, Planning Manager, Development Services Department, began the presentation on the Single-Family Residential Design Manual, stating that the purpose of the Manual is to enhance the quality of the single family development and create a unique identity for each neighborhood. She stated that Staff would like to provide a diversity of products for Avondale, create a sense of community, and create a unique identity for the City of Avondale. The goal is to address the small and narrow lot tract homes by encouraging larger homes, providing a variety of setbacks, and increasing the range of housing choices through architectural details. She stated the Design Manual would cover Site Design aspects such as lot layout, perimeter improvements, entry area, street layout, landscaping, open space and safety. Architectural Design standards will cover architectural elements, materials and colors, porches and patios, and roof articulation. Ms. Stevens reported that Staff has provided drafts of the Manuals to the Homebuilders Association (HBA), Valley Partnership, the Arizona Multi-Family Association, and others in the development community. She informed the Council that Staff had planned to return to Council on January 22, 2008, but a member of the HBA has requested more time to review the Manuals; thus, depending on Council's response, Staff will return in February.

Vice Mayor Wolf opined this is a great start and it will help the Planning and Zoning Commission and the Council to be on the same page with the Staff. He remarked he had no problem waiting another few weeks to give the HBA additional time for review and comment. He added this project should be eligible for an award.

Council Member Lynch stated she was thrilled as she read through the Design Manuals. She reported she was glad to hear the comments from Planning and Zoning, attorneys and the development community at the Neighborhood Meeting on November 29<sup>th</sup>, and she will forward her specific comments in the future.

Mayor Lopez Rogers stated that Staff is headed in the right direction and that Council will contact Staff with comments and questions.

Brian Berndt, Development Services Director, asked the Council to take their time looking through the Design Manuals and give Staff their comments as needed. Mayor Lopez Rogers commented she had heard no objections to another review of the Design Manuals in February. Mr. Berndt stated that would be on February 19, 2008.

Council Member Buster stated reviewing the Manual again in February was reasonable and this is a great concept because a frequent comment is "we really don't know what Staff wants," and this provides a great road map.

Mayor Lopez Rogers replied that a lot of times when developers stated they did not know what Staff wants, they were really saying they did not know what Council wants, so Council should make sure to respond to Staff in a timely fashion.

Ms. Stevens interjected that Staff would be happy to sit down with a Council Member if anyone wished to go through the Design Manuals in more detail.

**Excerpt of the Draft Minutes of the Planning Commission Work Session held January 17, 2008 at 6:30 p.m. in the Council Chambers.**

COMMISSIONERS PRESENT

David Iwanski, Chairperson  
Michael Demlong, Vice Chairperson  
Al Lageschulte, Commissioner  
Kevin Grimsley, Commissioner  
Edward Meringer, Commissioner  
Dr. Angela Cotera, Commissioner  
Linda Webster, Commissioner

CITY STAFF PRESENT

Brian Berndt, Development Services Director  
Tracy Stevens, Planning Manager  
Ken Galica, Planner II  
Chris Schmaltz, Attorney

DISCUSSION ITEMS

**1. Design Manuals**

Tracy Stevens, Planning Manager, stated this item pertained to the Avondale Commercial, Industrial, and Multi-Family Residential Design Manual, and to the Residential Design Manual. She recapped that this item was heard by the Planning Commission at a Work Session on November 15, 2007, and the item is back before the Planning Commission for one more review and presentation. She informed the Planning Commission that over the last two weeks, Staff has been meeting with the Homebuilders Association and representatives of the development community, and that Staff is now in the process of incorporating some of their comments. She then turned the presentation over to Ken Galica.

Ken Galica, Planner II, Development Services Department, welcomed Commissioner Demlong and Commissioner Cotera to the Commission, and stated that the Planning Staff looks forward to working with them. He began his presentation, stating it was Staff's desire to receive comments and discussion from the Commission in regards to the two Design Manuals being developed by the Planning Division. He stated since the item was before the Planning Commission last, documents have been updated to reflect the suggestions from the Planning Commission, City Council, Avondale residents and business owners, as well as from developers, their representatives and from advocacy groups. He informed the Commission that a public participation meeting was held at City Hall on November 29, 2007 to introduce the Design Manuals, and Staff has encouraged involvement through the newspapers, e-mail notices, legal advertisements, etc. Mr. Galica stated Staff's goal after tonight is for City Council to hear the items for adoption on February 19, 2007. He informed the Commission that no official action is required tonight, and the documents will be adopted through a City Council resolution rather than through an ordinance. He offered to take questions and hear comments.

Commissioner Grimsley stated that the two Design Manuals were great. He asked if the Manuals were for guidance as opposed to stating ordinances. Mr. Galica responded the Design Manuals are in fact guidelines and act as further development of the Zoning Ordinances, but will not have the legal authority of an ordinance. He pointed out that some aspects of the Zoning Ordinances were referenced in the Manuals to make it convenient for developers.

Commissioner Cotera asked if Avondale is part of the Dark Skies Coalition, as she had noticed in regards to lighting, it seems there is not much guidance in the Design Manuals to keep the lighting minimal. Mr. Galica replied that the Zoning Ordinance already includes certain Dark Sky provisions, to include a one foot candle at a property line light level maximum, which is currently enforced. He added that Staff welcomed any suggestions from the Commissioners on how develop dark sky guidelines further for the

sake of the Manual. Commissioner Cotera replied she would look at the issue and consider e-mailing something to the Staff.

Vice Chair Demlong asked if Mr. Galica remembered a Work Session some time ago concerning three major themes of construction styles that the Commission would like to promote in the City, and if Mr. Galica could remember them, it would be neat to have those categories in the Design Manuals. Mr. Galica replied that Staff could consider adding a glossary of different architectural styles at the end of the Manuals. He reported the direction from the City Council in the recent past has been to not prescribe particular styles because some people think everything in Avondale currently looks alike. He noted that one of the goals of the Manuals is to encourage a tasteful variety in architecture. Vice Chair Demlong clarified he sees this as more than a glossary, but as a subsection in the Manuals applying to Commercial and Residential, and noted that City Council's preferences may have changed since he was last on the Commission.

Brian Berndt, Development Services Director, interjected that the description and definition of certain types of architectural themes and styles has become so diluted that it is hard to define specifically what Southwestern is, in that a building with stucco is Southwestern in some peoples' minds. He added that subjectivity comes into it as well, and that is why Staff is allowing developers to have more flexibility.

Commissioner Grimsley stated he remembers the Work Session that Vice Chair Demlong is referring to regarding a Fry's Gas Station, as the Planning Commission was questioning the developer as to materials and the three main themes of designs. He expressed that if the Council's decision is to allow varying styles, he understands that, but he does understand Vice Chair Demlong's statement about a subsection on themes in the Manuals.

Commissioner Lageschulte added that the Planning Commission had had discussion about the different styles and about how the Southwest style is hard to explain, as well as about the diversity that the City needs as far as housing. He stated that Staff had done a nice job on the Design Manuals, but some of the pictures included in the Manuals are far off from Southwest design, and he agrees with letting the developer bring in the designs, and then the Planning Commission go on a case by case basis, as the City needs the diversity. Commissioner Lageschulte reported there are neighborhoods where one cannot tell one house from another and suggested that the Staff stay away from the Southwest theme and let the developers know the City is looking for diversity.

Commissioner Meringer asked if the Design Manuals were available to the applicants so that when they come before the Planning Commission they know what the City expects of them. Mr. Galica replied that since the Staff began working on the Manuals, they have made draft copies available to any interested party, and all of Planning staff's e-mails conclude with a signature line inviting interested parties to request a copy of the Design Manuals. He reiterated that a public meeting has been held, as well as there have been press releases, all in an effort to encourage awareness of the Manuals.

Commissioner Cotera stated there was a mention of driveways not being straight on to the houses and asked if that was correct. Mr. Galica referred that question to Tracy Stevens.

Tracy Stevens, Planning Manager, responded to Commissioner Cotera, explaining that that statement was referring to diversity in the neighborhoods and the street scape, and what Staff would like to see developers do is start entertaining different styles and types of driveways, such as a side entry garage or decorative features on the driveway. Commissioner Cotera inquired if Staff was attempting to veer from driveways that were perpendicular to the street, which Ms. Stevens confirmed. Commissioner Cotera stated that in 15 to 20 years the City would look dated and people would want to move to the newer neighborhoods.

Mr. Galica thanked Commissioner Cotera for the comment and explained that one goal of the Design Manuals is to avoid dated types of developments by focusing on the quality of an entire site, not just the building itself. He noted that very rarely will a building appear dated if the grounds it sits on are well landscaped and maintained.

Vice Chair Demlong noted he was not trying to limit diversity or architects' creativity. He explained that when this issue first came up for discussion, the idea was to provide the developers and the citizens of Avondale with a document that is more than the ordinances and setbacks and lot size, but something to give them an idea of where the City is and where it wants to go, and save the people time so that the Planning Commission and Council would not look at the plan and say "that is not what we had in mind." He reiterated that two years ago the idea of the document was as a customer aid that would save everyone time by not having plans rejected and returned repeatedly. He hoped these manuals would help accomplish this goal.

Ms. Stevens stated there were two sections in the Industrial, Commercial and Multi-Family Design Manual she wanted to point out - The Green Building section and then some revisions to CPTED Standards.

Chairperson Iwanski commended Staff for considering green/sustainability standards in architecture. He asked if from the public outreach event, did Mr. Galica track who attended and did he obtain any comments from that effort. Mr. Galica responded that many citizens who attended that meeting remained in contact, especially from the development community, and some of the Avondale residents who attended learned about what the documents were for and decided their continue participation was not necessary.

Chairperson Iwanski informed the Planning Commission he had a request to speak from Alisa Lyons and invited her to come forward.

Alisa Lyons, 2817 E. Camelback Rd., Phoenix, AZ, representing Valley Partnership, an advocate for the commercial development industry, stated she wanted to thank the Planning Commission and Staff for the document. She stated she expects the completed document to indeed be a customer aid. She explained one of the things her organization looks for in communities is some type of certainty on what the Commissions and Councils are looking for, and it is always helpful when they can get a vision that the particular city has so they can try to achieve that. Ms. Lyons reported that Staff had been beyond helpful talking through issues with their organization and had been very willing to listen, and they really appreciate the time Staff has spent with them. She noted that one confused issue to her is that the document is understood as guidelines, but it is not enforceable by law because it is a resolution. Ms. Lyons stated her organization's question is - Is the intent of the City to have the Design Manuals enforceable, or is the intent to provide a general vision? She recommended that if the guidelines were to be enforceable, that the City consider an ordinance, adding items that are encouraged and items that are required. Ms. Lyons opined that overall this was a great effort that she truly appreciated.

Chairperson Iwanski invited questions for Ms. Lyons. He reported legal counsel for the City had just arrived.

Brian Berndt, Development Services Director, introduced Chris Schmaltz, Attorney.

Attorney Chris Schmaltz stated he worked with Andrew McGuire, City Attorney, and reported he was a former development lawyer, and after that he joined Gust Rosenfeld. He stated he advises the cities of Buckeye, Tolleson, Fountain Hills, and Parker with regard to all of their Planning and Zoning and development-related matters. He reported he was present to be a resource to the Planning Commission and assist in questions regarding process, legal questions associated with application of the City's ordinances, and the application of State law. He stated at the next Planning Commission meeting there would be the opportunity for quick training with regard to the application of open meeting law and other issues that apply to the Planning Commission as a public body. He summarized, stating it was his pleasure to be present and assist the Planning Commission in their important role to the City of Avondale.

Chairperson Iwanski informed Mr. Schmaltz that Ms. Lyons had asked if the City needed to put the Design guidelines in either a resolution and/or ordinance. Mr. Schmaltz replied that if the City wants the Manuals to be an enforceable document that has standards within it that the Planning Commission can base a denial on, they can adopt the Design Manual guidelines as a resolution. He explained that resolutions are typically for more short term issues and are not codified necessarily, and they are used for things that change over time more regularly. He explained that if the Planning Commission wants the Design Manual

guidelines to be standards and regulations that govern how developments are reviewed and how they are recommended for approval or denial, then he would suggest that the City incorporate those provisions that they want to have teeth into the Zoning Ordinance, because then they can apply them and the developers will have certainty with regard to how they will be applied and how they will be used. He noted that if they are guidelines only, they are a lot fuzzier in terms of how the Planning Commission will use the guidelines to evaluate the next project that comes through. He cautioned that a guideline was not a basis to recommend denial because a guideline is not part of the City Code.

Chairperson Iwanski invited further questions and comments, and hearing none, asked for further requests to speak from the public. There were none. Chairperson Iwanski advised Brian Berndt, Development Services Director, to continue to work with impacted parties in terms of bringing forward a specific recommendation. Mr. Berndt confirmed, and thanked Chairperson Iwanski.

**RESOLUTION NO. 2724-208**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE 2008 CITY OF AVONDALE COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DESIGN MANUAL.

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

SECTION 1. That the 2008 City of Avondale Commercial/Industrial/Multi-Family Design Manual is hereby adopted 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 Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 19, 2008.

---

Marie Lopez Rogers, Mayor

ATTEST:

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Linda M. Farris, City Clerk

APPROVED AS TO FORM:

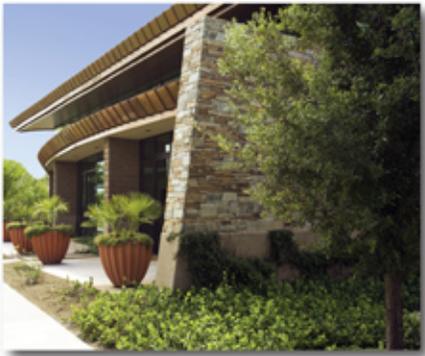
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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2724-208

[City of Avondale Commercial/Industrial/Multi-Family Design Manual]

See following pages.



# COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DESIGN MANUAL



The remainder of this document on file with the Avondale City Clerk.

**RESOLUTION NO. 2725-208**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE 2008 CITY OF AVONDALE SINGLE FAMILY RESIDENTIAL DESIGN MANUAL.

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

SECTION 1. That the 2008 City of Avondale Single Family Residential Design Manual is hereby adopted 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 Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 19, 2008.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2725-208

[City of Avondale Single Family Residential Design Manual]

See following pages.

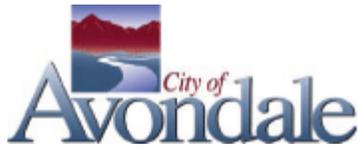


S I N G L E F A M I L Y  
**RESIDENTIAL  
DESIGN  
MANUAL**

*Avondale, Arizona...A place to live,  
a place to visit, a place to build*



The remainder of this document on file with the Avondale City Clerk.



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution approving a Pre-Annexation Agreement and an Ordinance authorizing the Land Purchase from the Snider Family Trust and Robert and Heather Snider

**MEETING DATE:**

February 19, 2008

**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 adopt a Resolution approving a Pre-Annexation Agreement with Robert and Linda Snider of the Snider Family Trust and Robert Neil Snider II and Heather Snider (the Sniders) and an Ordinance authorizing the purchase of Right of Way from the Sniders and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On February 4, 2008 City Council authorized staff to proceed with the Encanto 66 Annexation – 65.3 acres of land generally located north and west of the northwest corner of Encanto and Avondale Boulevards. It was explained at the time that as requested, the annexation would create a County island by leaving out APN 501-74-013T, 501-74-013S, 501-74-013R and 501-74-013P. The first three parcels are owned by the Sniders and staff has been working with them and has been successful in securing their agreement to be included in this annexation.

Of the three parcels, parcel #1 (the easternly-most parcel) is vacant at this time; parcel #2 is currently under construction and if Council approves the proposed agreement tonight, the plans will be modified to connect to the City's water and sewer services. Parcel #3 has an existing home.

**DISCUSSION:**

In addition to agreeing to the annexation, the agreement specifies certain actions by the City and the Sniders as summarized below:

- The Sniders will dedicate 34,774 sq ft of right of way along 119th and Virginia Avenues.
- The City will issue to the Sniders a License agreement which will allow for continued use of the land to be dedicated. Through this license agreement, the Sniders are responsible for the maintenance of this land and agree to carry the liability for this portion of land and will carry the appropriate liability insurance up until the road is constructed by the City.
- When the City builds the road (the timing of this is undetermined at this time as this project is not yet part of the City's 10 year CIP), the City will do so at its own expense and agrees to rebuild the Sniders fence to the edge of the expansion area. Maintenance and liability will be transferred to the City at that point.
- When annexed, the zoning designation for these properties will be RR-43. This designation is seldom used, but it equivalent to the County's R-43. This zoning designation has a minimum lot size requirement. Upon dedication of the right of way along Virginia Avenue, parcel #1 will be reduced to less than one acre. The agreement includes a clause allowing parcel #1 to receive the RR-43 designation despite its reduced lot size.
- RR-43 allows for one farm animal per half acre. This satisfies the number of farm animals that the

Sniders currently have.

- The Sniders have three wells, one of them is on Virginia Avenue. The City agrees to not disturb that well when the road is constructed.
- Once connected to City services, the Sniders will be able to continue to use their wells for irrigation and animal care only.
- The City agrees to not charge the Sniders for the corresponding Development Impact Fees (see attached Pre-Annexation Agreement).
- The City agrees not to charge building permit fees for the currently vacant lot at the time of construction.
- The City agrees to perform services necessary to connect to City's water and sewer for parcel #3 which is already improved.
- The City's contribution totals \$74,023. As estimated, the Sniders dedication of right of way has a value of \$121,709. The Sniders have agreed to receive a gift warranty deed in exchange for the difference between the City's and their contribution to this agreement.

Staff negotiated this agreement in good faith, but it is unfortunate that due to the City's current financial situation, we are not able to compensate the Sniders financially for the dedication of their property. However, upon checking with their accountant they have determined that the gift warranty deed that the City has offered will provide them with some tax relief and have agreed to the terms of the agreement. They also see value in becoming part of the City of Avondale and receiving fire and police services through the City.

#### **RECOMENDATION:**

Staff recommends that the Mayor and City Council adopt a Resolution approving a Pre-Annexation Agreement with Robert and Linda Snider of the Snider Family Trust and Robert Neil Snider II and Heather Snider and an Ordinance authorizing the purchase of right of way from the Sniders and authorize the Mayor or the City Manager and City Clerk to execute the agreement.

#### **ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**RESOLUTION NO. 2726-208**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF AVONDALE AND ROBERT N. SNIDER, LINDA L. SNIDER, ROBERT NEIL SNIDER II AND HEATHER SNIDER.

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

SECTION 1. That the Pre-Annexation Development Agreement the between the City of Avondale and Robert N. Snider, Linda L. Snider, Robert Neil Snider II and Heather Snider, is hereby approved 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 and to execute all documents necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 19, 2008.

---

Marie Lopez Rogers, Mayor

ATTEST:

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Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2726-208

[Pre-Annexation Development Agreement]

See following pages.

When recorded, return to:

City Clerk  
City of Avondale  
11465 W. Civic Center Drive, Suite 110  
Avondale, Arizona 85323-6804

## **PRE-ANNEXATION DEVELOPMENT AGREEMENT**

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this “Agreement”) is entered into \_\_\_\_\_, 2008 (the “Effective Date”), by and between the City of Avondale, an Arizona municipal corporation (the “City”) acting by and through the City Council (the “Council”), Robert N. Snider and Linda L. Snider as Trustees of the Snider Family Trust dated February 12, 2002 (the “Trust”) and Robert Neil Snider II and Heather Snider as Community Property with Rights of Survivorship (the “Sniders”) (collectively the Trust and the Sniders are referred to herein as the “Owners”). The City and Owners are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

### RECITALS:

A. The Owners own approximately 5.06 acres of real property located at the southeast corner of the intersection of Virginia Avenue and 119th Avenue, adjacent to the City limits in Maricopa County, Arizona, as more particularly described as Lot 1, Lot 2 and Lot 3 in Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein by reference (the “Property”).

B. The Owners and the property owner of the real property to the east of the real property described as Lot 1 (the “Adjacent Owner”) have executed two Well Easement Agreements (the “Well Easement Agreements”) regarding access and use of the well located on Lot 1 by the Owners, the Adjacent Owner and all future heirs and assigns.

C. The Property is currently designated as Rural 43 pursuant to the Maricopa County Zoning Map.

D. The Owners desire to have the Property annexed by the City (the “Annexation”) and to have the Property zoning upon annexation designated as RR-43 (Rural Residential District) designation (1.0 du/acre).

E. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the Annexation, proper municipal zoning designation, and development of the Property by providing for, among other things, conditions, terms, restrictions, and requirements for the annexation of the Property by the City and other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

## AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

### ARTICLE I ANNEXATION AND INITIAL ZONING

#### 1.1 Annexation and Initial Rezoning.

A. Annexation Process. The City shall submit the final annexation ordinance for the Property (the “Annexation Ordinance”) to the Council for its consideration.

B. Initial Zoning. Pursuant to ARIZ. REV. STAT § 9-471(L), as amended, the City is required to adopt an initial zoning classification for the Property that permits densities and uses no greater than those permitted by Maricopa County immediately before annexation. The Parties hereby agree that the City’s RR-43 zoning designation meets the statutory requirements and is an acceptable zoning designation for the Property.

C. Lot 1. Notwithstanding an area reduction to less than one acre following the dedication of right-of-way pursuant to the subsection 2.1 below, the portion of Lot 1 retained by the Sniders shall retain its RR-43 zoning classification.

1.2 Term And Effective Date. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a period of 15 years from the Effective Date (the “Term”), after which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the Parties, except for those specific provisions herein which shall survive termination of this Agreement.

### ARTICLE II MISCELLANEOUS OBLIGATIONS

#### 2.1 Right-of Way Dedication; License.

A. Dedication. The City plans to expand 119th Avenue and Virginia Avenue into an area of the Property legally described and depicted in Exhibit C, attached hereto and incorporated herein by reference (the “Expansion Area”). Concurrently with the execution of this Agreement, the Owners agree to dedicate the Expansion Area to the City, in fee, in exchange for a Special Warranty Gift Deed in the form attached hereto as Exhibit D, the City’s agreement not charge the development fees and waive the permit fees described in subsections 2.2(E) and (F) below and the City’s agreement to perform the services necessary to connect Lot 3 to the City’s water and sewer systems described in subsection 2.2G below.

B. License. The City agrees to grant the Owners a license in the form attached hereto as Exhibit E, to utilize the Expansion Area for purposes related to single family uses located on the Property (the “License”) until such time as the City expands the roadways. In the event that the City expands the roadways within only a portion of the Expansion Area, the license shall remain in full force and effect over those portions not utilized to expand the roadways.

C. The License shall survive the termination of this Agreement until the earlier to occur of the following: (1) Owners discontinue utilizing the Expansion Area for a period of 60 consecutive days or (2) the City begins the expansion of the roadways and the City has relocated the Owners’ fence pursuant to subsection 2.3(A) below.

## 2.2 Insurance.

A. Owners. The Owners agree to secure and maintain insurance coverage for any and all risks that may arise out of the Owners’ use of the Expansion Area. All insurance coverage, shall name, to the fullest extent permitted by law for claims arising out of the Owners’ use of the Expansion Area, the City, its agents, representatives, officers, directors, officials and employees as additional insured.

B. City. The City agrees maintain insurance coverage for any and all risks that may arise out of the City’s use of the Expansion Area as set forth in this Agreement. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

## 2.3 City Obligations.

A. Owners’ Fence. The Owners presently have fences within the Expansion Area that must be moved to accommodate expansion of 119th Avenue and Virginia Avenue. The City agrees, at its sole cost and expense, to relocate the Owners’ fences to the edge of the Expansion Area at the time that the respective roadways are expanded into the Expansion Area.

### B. Owners’ Well.

1. The City agrees to permit the Owners of Lot 1 (the Sniders) and Lot 2 and Lot 3 (the Trust) to continue using the existing Arizona Department of Water Resources registered exempt well, Well Registration Number 55-640406, located on Lot 1 (the “Exempt Well”), subject to the conditions set forth in subsection 2.4(C) below.

2. The City agrees to construct the Virginia Avenue expansion without disturbing the Exempt Well. The City agrees to pay for all costs associated with preserving Exempt Well including moving the piping for the Exempt Well if deemed necessary by the City in its reasonable discretion, moving the meter for the Exempt Well and moving the fencing currently surrounding the Exempt Well and within the Expansion Area.

C. Maintenance of the Expansion Area. The City shall allow reasonable, typical landscaping within the Expansion Area including shrubs, groundcover and decomposed

granite except in a ten-foot clear zone around any drainage manholes or clean-out locations. The City shall have the right but not the obligation to trim, cut or remove brush or other vegetation on the Expansion Area that obstruct or hinder access to the Expansion Area, and whenever in the City's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

D. Costs. The City agrees to pay all costs associated with securing title insurance, preparing maps and legal descriptions necessary for the annexation, dedicating the Expansion Area and granting licenses to utilize the Expansion Area to the Owners.

E. Development Fees. The City agrees to not charge the development fees related to construction of single family homes on the Property during the Term of this Agreement (as of the date of this Agreement, such fees are estimated to be \$65,037) as further described in Exhibit F and incorporated herein by reference, in exchange for the dedication of the Expansion Area. The City will pay the development fees from other City revenue sources.

F. Permit Fees. The City agrees to waive the building permit fees and plan review fees for the proposed approximately 4,000 square foot single-family home with a 491 square foot garage on Lot 1 of the Property (as of the date of this Agreement, such fees are estimated to be \$5,986).

G. Water and Sewer Connection. When the Owner of Lot 3 (the Trust) decide to connect to the City's water and sewer systems pursuant to subsection 2.4(E) below, the City agrees to perform the services necessary to connect Lot 3 to the City's water and sewer lines. These services include excavating Virginia Avenue, tapping into the City's main line, extending the City's service lines to the outside edge of the Expansion Area and repairing Virginia Avenue (as of the date of this Agreement, such costs, if performed by an outside contractor, are estimated to be \$3,000). However, the Trust will be responsible for all of the costs associated with connecting to the City's water and sewer that fall on the Trust's side of the Expansion Area including, but not limited to, the costs associated with the plumbing or landscaping for the residence on Lot 3.

#### 2.4 Owners' Obligations.

A. Remove all encumbrances. Owners agree to remove all encumbrances and assist the City in obtaining releases for all encumbrances over the Expansion Area.

B. Indemnification. To the fullest extent permitted by law, the Owners 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, of the Owners or Owners' agents in utilizing the Expansion Area.

C. Maintenance of the Expansion Area. Owners shall not maintain the Expansion Area in a manner that impairs the ability or capacity of the City to fully access and utilize the Expansion Area.

1. Owners shall not install or construct, or permit to be installed or constructed, any building, structure, fence, wall, utility or other facility, nor shall Owners drill any new well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Expansion Area, without the prior written consent of the City.

2. Owners shall not expand the use of the Exempt Well.

3. Owners shall not install any septic system not existing as of the date of this Agreement.

D. Owners' Well.

a. Notwithstanding the Well Easement Agreements, the Owners of Lot 1 (the Sniders) and Lot 2 (the Trust) agree to use the Exempt Well for general exterior purposes and animal care. Notwithstanding the Well Easement Agreements, when the Owner of Lot 3 (the Trust) connects to the City-provided water and sewer systems pursuant to Subsection 2.4(E) below, the Owner of Lot 3 agrees to use the Exempt Well only for general exterior purposes and animal care.

b. Concurrently with the execution of this Agreement, the Owners agree to update the ownership information for the Exempt Well with the Arizona Department of Water Resources (the "ADWR") such that it reflects the current owners' names, the Owners and the Adjacent Owner, using ADWR's Form 55-71A, Request to Change Well Information.

E. Lot 3. With respect to Lot 3 of the Property, as set forth on Exhibit A, the Trust agrees to do the following:

1. Connect to the City-provided water and sewer systems at any such time as is convenient to the Owner, but prior to any transfer in the ownership of the Property.

2. Not later than 60 days after the connecting to the City-provided water and sewer system, properly clean up and close the existing septic system per any Maricopa County Department of Environmental Services and/or Arizona Department of Environmental Quality rules regulations or requirements.

F. Lot 2. With respect to Lot 2 of the Property, as set forth on Exhibit A, the Trust agrees to modify the existing construction plans so that this parcel will connect to the City-provided water and sewer system within 60 days after the effective date of this Agreement and prior to the issuance of a Certificate of Occupancy, whichever is earlier.

G. Lot 1. With respect to Lot 1 of the Property, as set forth on Exhibit A, the Sniders agree to connect to the City-provided water and sewer system on the earlier date to occur

of the following: (1) the Sniders seeking any permit for development on Lot 1 or (2) the last day prior to any transfer in the ownership of Lot 1.

H. Waiver of Claims for Diminished Value. The Owners agree and understand that the City is entering into this Agreement in good faith and with the understanding that, if it acts consistently with the terms and conditions herein, it will not be subject to a claim for diminished value of the Property from the Owners or other parties having an interest in the Property. The Owners, on behalf of itself and all other parties having an interest in the Property, intend to encumber the Property with the following agreements and waivers. Owners agree and consent to all the conditions imposed by this Agreement, the Annexation Ordinance and the Initial Rezoning (and any other rezoning enacted consistent with the provisions of this Agreement, specifically including subsection 1.1), and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action the Owners may have now or in the future under the provisions of ARIZ. REV. STAT. § 12-1134 *et seq.* (but specifically excluding any provisions included therein relating to eminent domain) and resulting from the development of the Property consistent with this Agreement, the Annexation Ordinance and the Initial Rezoning (and any other rezoning enacted consistent with the provisions of this Agreement, specifically including subsection 1.1) or from any “land use law” (as such term is defined in the aforementioned statute sections) permitted by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owners acknowledge and agree the terms and conditions set forth in this Agreement, the Annexation Ordinance and the Initial Rezoning (and any other rezoning enacted consistent with the provisions of this Agreement, specifically including subsection 1.1), cause an increase in the fair market value of the Property.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 City Representations. The City represents and warrants to the Owners that:

A. Authority. The City has the full right, power and authorization to enter into and perform this Agreement and each of City’s obligations and undertakings under this Agreement, and the City’s execution, delivery and performance of this Agreement have been agreed to and duly authorized.

B. Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

C. Counsel Assistance. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

3.2 Owners Representations. The Owners represent and warrant to the City that:

A. Authority. The Owners have the full right, power, and authorization to enter into and perform this Agreement and each of Owners’ obligations and undertakings under this Agreement, and the Owners’ execution, delivery, and performance of this Agreement have been agreed to and duly authorized.

B. Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.

C. Further Documents. The Owners will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

D. No Litigation. As of the date of this Agreement, to the actual knowledge of the Owners, without investigation, there is no litigation, proceeding, or investigation pending or threatened against or affecting the Owners, which could have a material adverse effect on the Owners' performance under this Agreement, which has not been disclosed in writing to the City.

E. Binding Effect. This Agreement (and each undertaking of the Owners contained herein) constitutes a valid, binding, and enforceable obligation of the Owners, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Owners will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names the Owners as a party or which challenges the authority of the Owners to enter into or perform any of its obligations hereunder. The severability and reformation provisions of Section 5.9 below shall apply in the event of any successful challenge to this Agreement.

F. No Conflicts. The execution, delivery, and performance of this Agreement by the Owners is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the Owners are a party or to which the Owners are otherwise subject.

G. Counsel Assistance. The Owners have either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such legal representation despite a recommendation from the City that the Owners seek advice from legal counsel.

#### ARTICLE IV DEFAULT

Failure or unreasonable delay by the Owners or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 45 days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within said 45-day period and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of

the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for damages.

ARTICLE V  
GENERAL PROVISIONS

5.1 Cooperation. The City and the Owners hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

5.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

5.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

5.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) 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 Owners:                   Snider Family Trust dated February 12, 2002  
  2515 North 119th Avenue  
  Avondale, Arizona 85323  
  Facsimile: \_\_\_\_\_  
  Attn: Robert N. Snider and Linda L. Snider, Trustees

Robert Neil Snider III and Heather Snider  
11816 West Roanoke Avenue  
Avondale, Arizona 85323  
Facsimile: \_\_\_\_\_

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 (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) 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.

5.5 Estoppel Certificate. Either Party may request of the other Party, and the requested Party shall, within 21 calendar days, respond and certify by written instrument of the requesting Party that (A) this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, (B) the existence of a default and the scope and nature of the default, (C) the existence of any counterclaims which the requested Party has against the other Party and (D) any other matters that may reasonably be requested in connection with the development of land, development of the Property or any material aspect of the zoning, plat or other approval.

5.6 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

5.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

5.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

5.9 Limited Severability. The City and the Owners each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional

provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

5.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

5.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

5.12 Recordation of Agreement. This Agreement shall be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by the City.

5.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Owners and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

5.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

5.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

5.16 City Services. City shall provide all City services to the Property and the Additional Land to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

5.17 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, extreme changes in market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

5.18 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

5.19 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

5.20 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Parties hereto. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Maricopa County Recorder's Office.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

“CITY”

CITY OF AVONDALE, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2008,  
by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal  
corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_





EXHIBIT A  
TO  
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Owners' Property]

See following pages.

**LEGAL DESCRIPTION**  
**APN 501-74-013T, APN 501-74-013S AND APN 501-74-013R**

**LOT 1:**

The east 208.00 feet of the following described property:

The Southwest quarter the Northeast quarter of Section 36, Township 2 North, Range 1 West of the Gila and Salt Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 257.00 feet thereof;

EXCEPT the South 1105.50 feet thereof.

**LOT 2:**

The West 415.00 feet of the East 623.00 feet of the following described property:

The Southwest quarter of the Northeast quarter of Section 36, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 257.00 feet thereof,

EXCEPT the South 1105.50 feet thereof.

**LOT 3:**

The Southwest quarter of the Northeast quarter of Section 36, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 257.00 feet thereof;

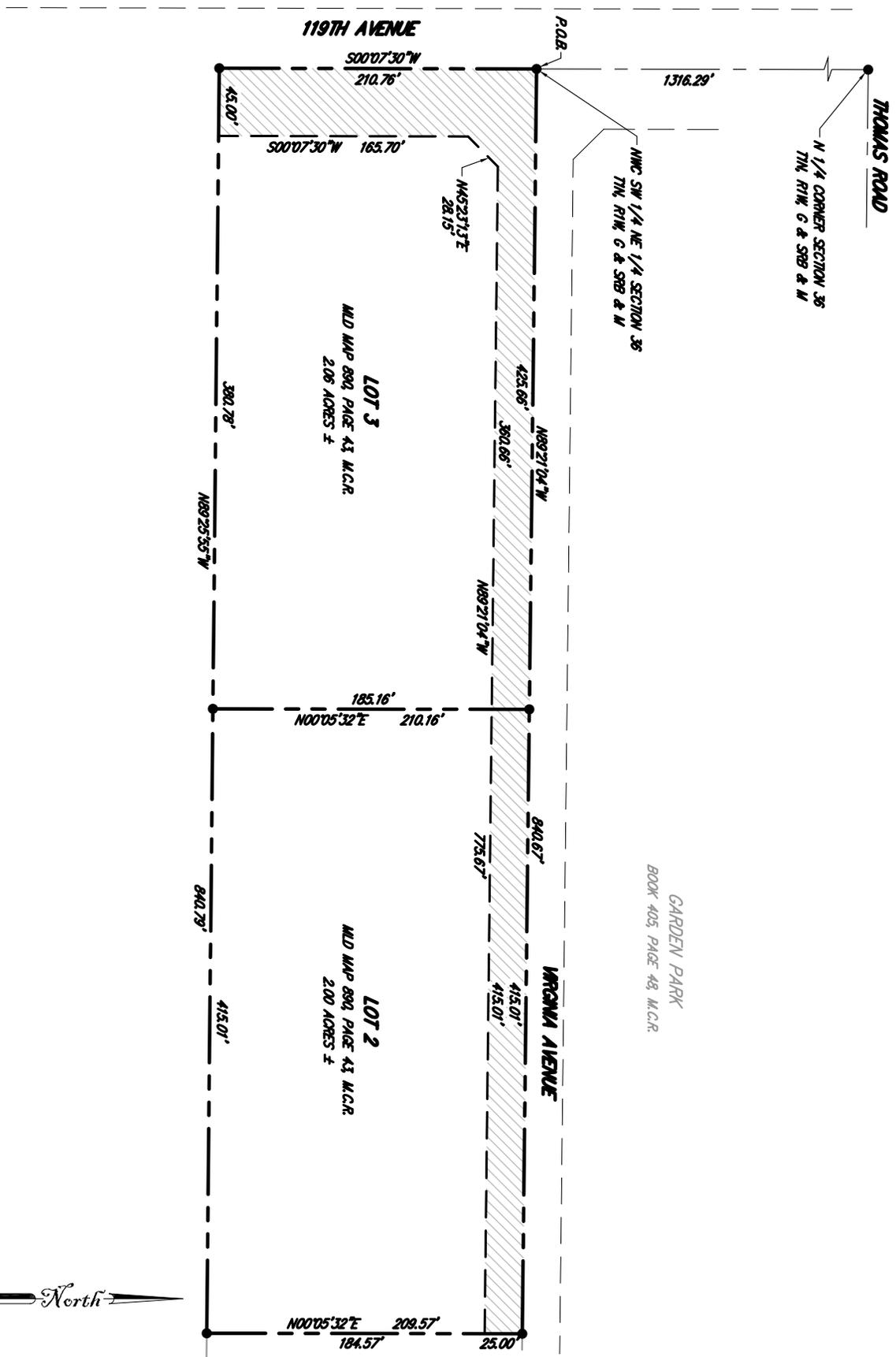
EXCEPT the South 1105.50 feet thereof;

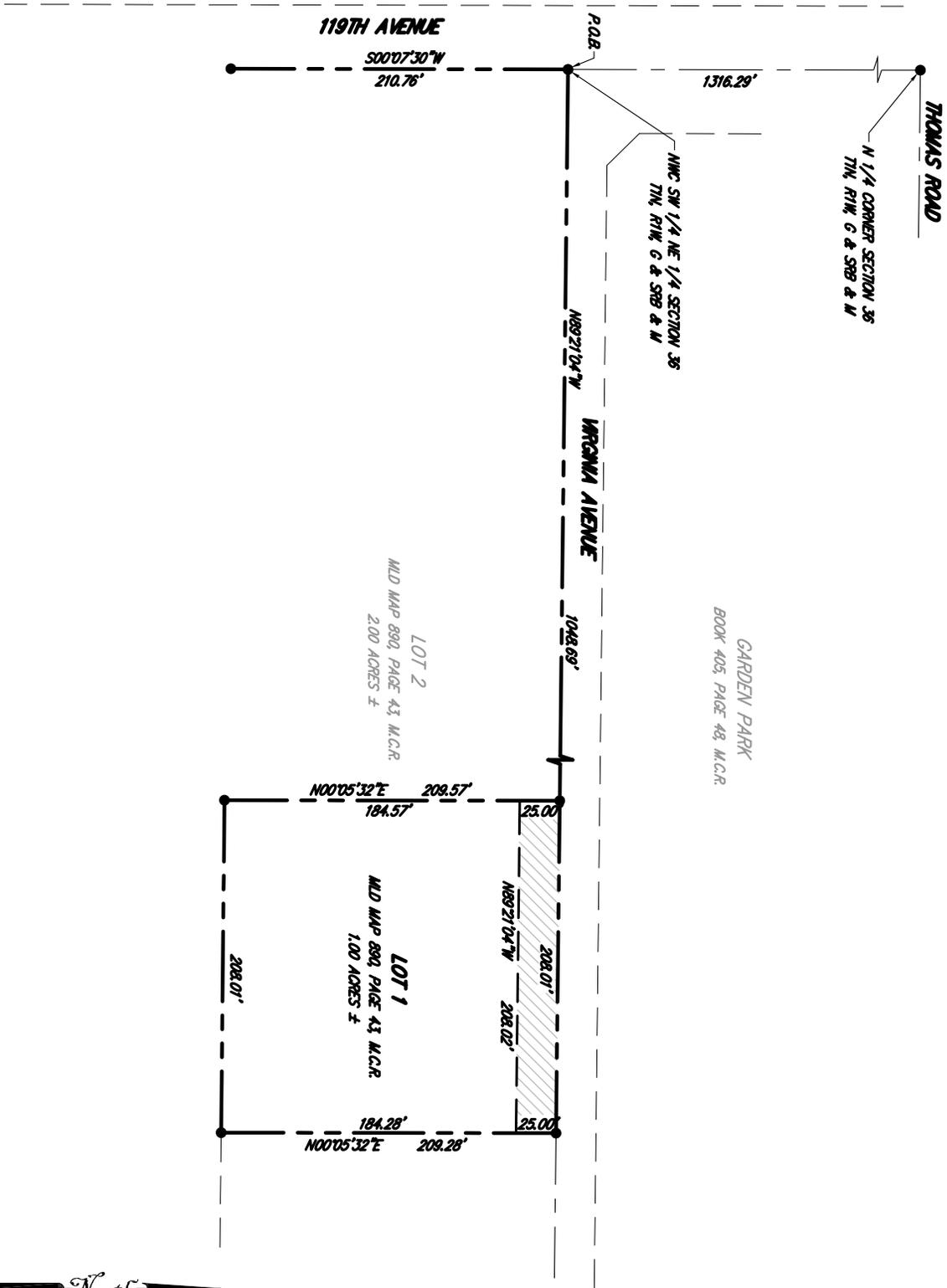
EXCEPT the East 623.00 feet thereof.

EXHIBIT B  
TO  
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Map of Owners' Property]

See following pages.





SCALE: 1" = 100'



EXHIBIT C  
TO  
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Expansion Area Legal Descriptions and Maps]

See following page.

Legal Description  
Right of Way  
119<sup>th</sup> Ave and Virginia Avenue  
APN 501-74-013T and APN 501-74-013S

That part of Lot 3 and Lot 2 of a Minor Land Division recorded in book 890 of Maps, Page 43, Maricopa County Recorder, located in the Southwest Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Beginning at the Northwest Corner of the Southwest Quarter of the Northeast Quarter of Said Section 36, from which the North Quarter Corner of said Section 36 bears North 00 degrees, 07 minutes 30 seconds East, a distance of 1316.29 feet;

Thence South 89 degrees, 21minutes, 04 seconds East, along the monument line of Virginia Avenue for a distance of 840.67 feet to the Northeast corner of said Lot 2;

Thence departing from said line, South 00 degrees, 05 minutes, 32 seconds West, 25.00 feet;

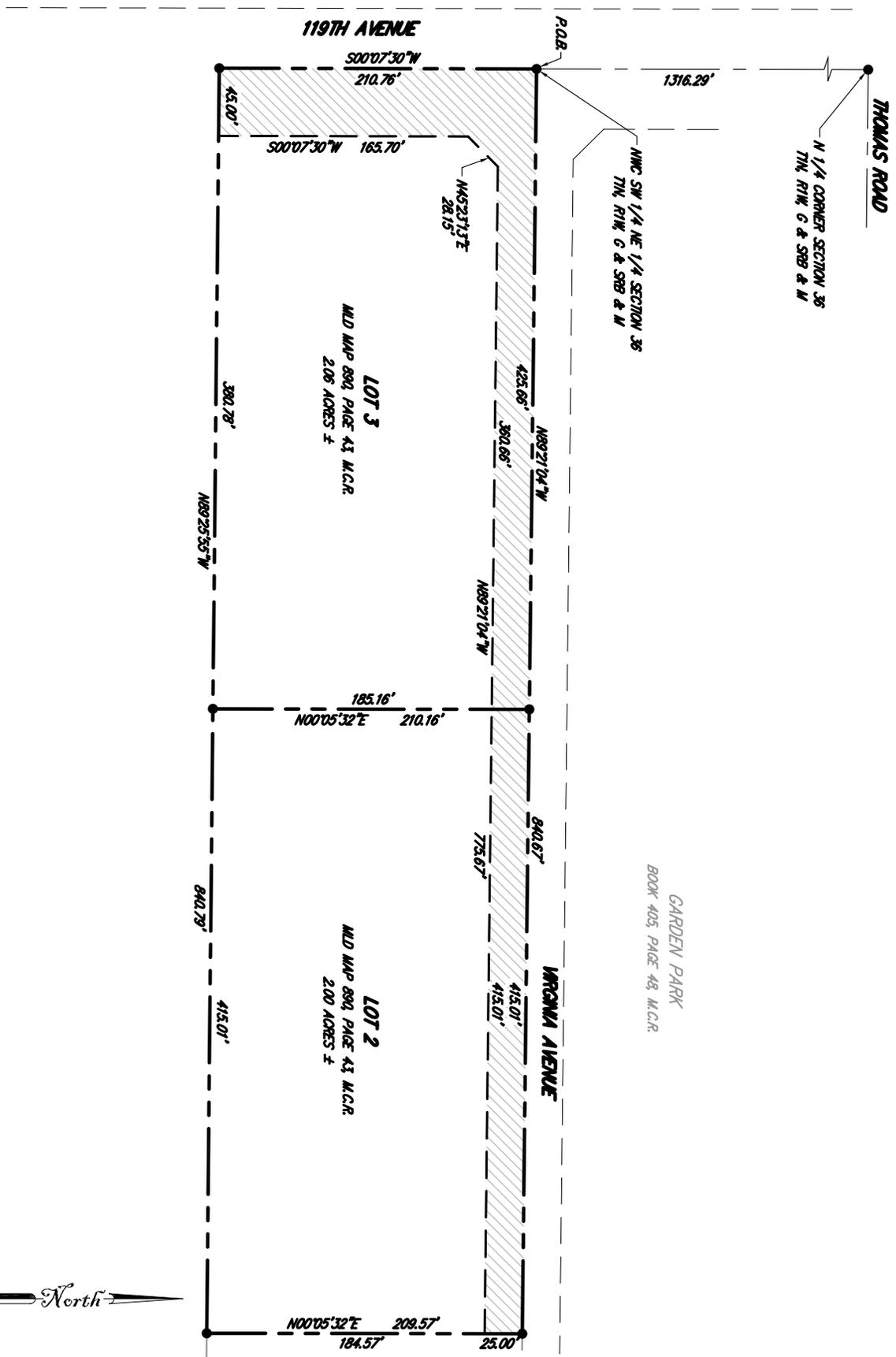
Thence North 89 degrees, 21 minutes, 04 seconds West, 775.67’;

Thence South 45 degrees, 23 minutes, 13 seconds West, 28.15 feet;

Thence South 00 degrees, 07 minutes, 30 seconds West a distance of 165.70 feet to a point on the South line of said Lot 3;

Thence North 89 degrees 25 minutes, 55 seconds West a distance of 45.00 feet to the Southwest corner of said Lot 3 and a point on the Monument line of 119<sup>th</sup> Avenue;

Thence North 00 degrees, 07 minutes, 30 seconds West, along said line for a distance of 210.76 feet to the Point of Beginning;

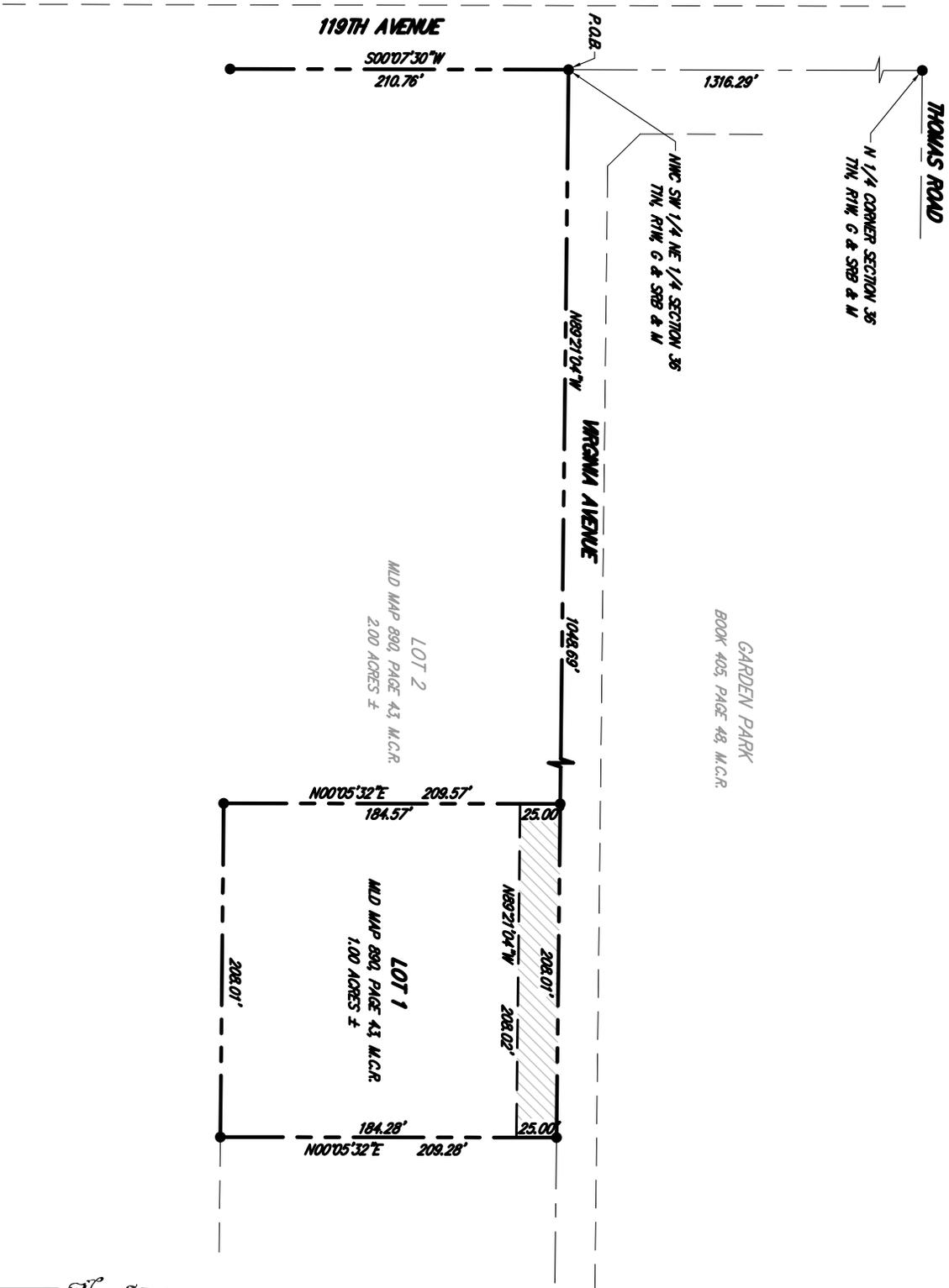


North

SCALE: 1" = 100'

Legal Description  
Right of Way  
Virginia Avenue  
APN 501-74-013R

The North 25 feet of Lot 1 of the Minor Land Division recorded in book 890 of Maps, Page 43, Maricopa County Recorder, located in the Southwest Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SCALE: 1" = 100'

EXHIBIT D  
TO  
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Special Warranty Gift Deed]

See following pages.

When Recorded Mail To:

City Clerk  
City of Avondale  
11465 West Civic Center Drive, Suite 200  
Avondale, Arizona 85323-6806

---

**SPECIAL WARRANTY GIFT DEED**

**THIS DEED IS EXEMPT FROM THE REQUIREMENT OF FILING AN AFFIDAVIT OF VALUE PURSUANT TO ARIZ. REV. STAT. § 11-1134(A)(3).**

GRANTORS: Robert N. Snider and Linda L. Snider as Trustees of the Snider Family Trust dated February 12, 2002 (the “Trust”) and Robert Neil Snider II and Heather Snider as Community Property with Rights of Survivorship (the “Sniders”) (collectively the Trust and the Sniders are referred to herein as the “Grantors”)

GRANTEE: City of Avondale, an Arizona municipal corporation (the “City”)

As a gift, and without the receipt of consideration, Grantors hereby convey to the City all right, title and interest in the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by reference.

Grantors hereby bind themselves and their successors to warrant and defend the title as against all acts of Grantors herein and none other, subject to the matters above set forth.

Pursuant to ARIZ. REV. STAT. § 33-404, the names and addresses of the beneficiaries of The Snider Family Trust are listed on Exhibit B.

[SIGNATURES ON THE FOLLOWING PAGE]





**“GRANTEE”**

CITY OF AVONDALE, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2008,  
by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal  
corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
TO  
SPECIAL WARRANTY GIFT DEED

[Legal Description and Map]

See following pages.

Legal Description  
Right of Way  
119<sup>th</sup> Ave and Virginia Avenue  
APN 501-74-013T and APN 501-74-013S

That part of Lot 3 and Lot 2 of a Minor Land Division recorded in book 890 of Maps, Page 43, Maricopa County Recorder, located in the Southwest Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Beginning at the Northwest Corner of the Southwest Quarter of the Northeast Quarter of Said Section 36, from which the North Quarter Corner of said Section 36 bears North 00 degrees, 07 minutes 30 seconds East, a distance of 1316.29 feet;

Thence South 89 degrees, 21 minutes, 04 seconds East, along the monument line of Virginia Avenue for a distance of 840.67 feet to the Northeast corner of said Lot 2;

Thence departing from said line, South 00 degrees, 05 minutes, 32 seconds West, 25.00 feet;

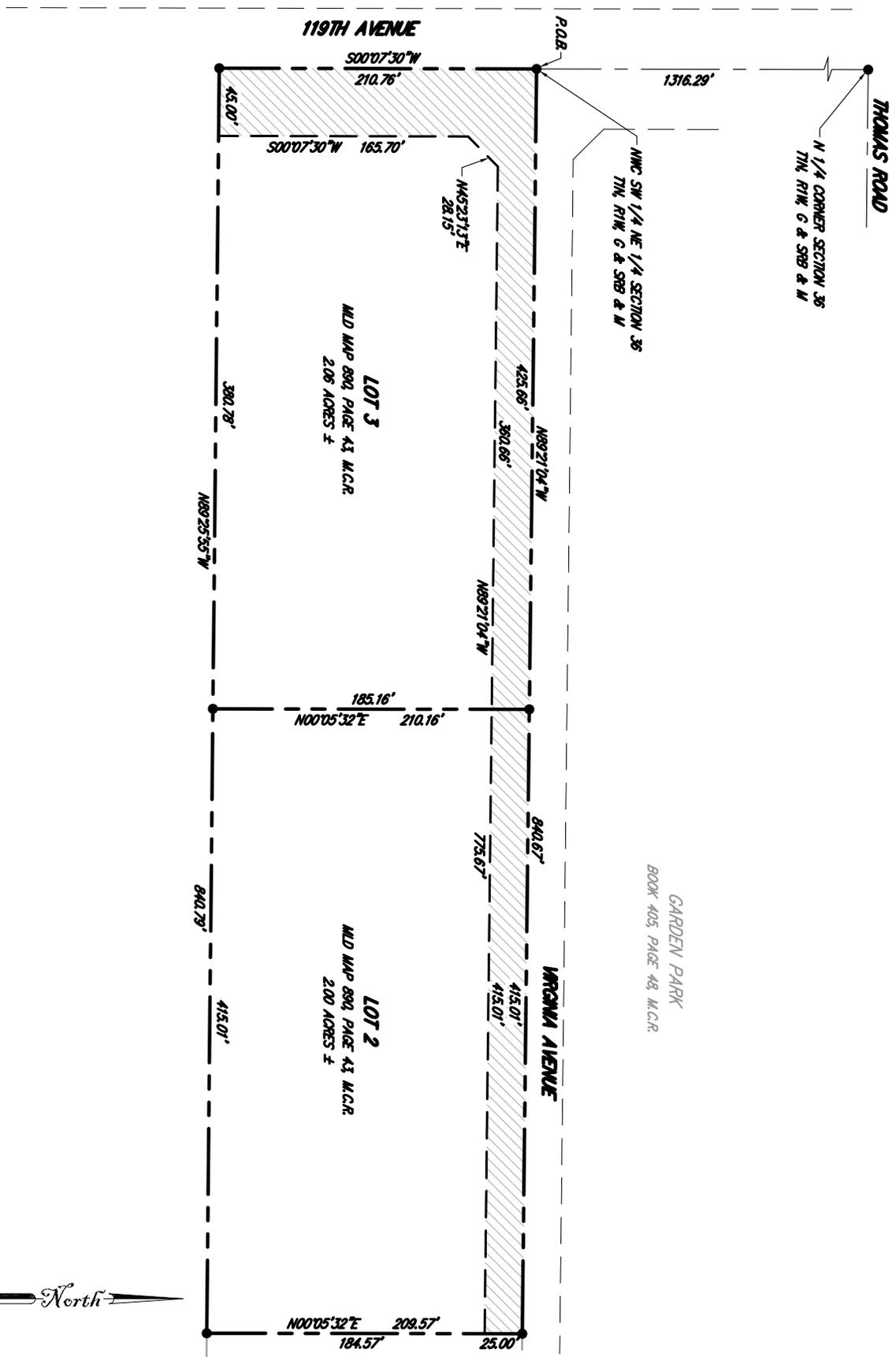
Thence North 89 degrees, 21 minutes, 04 seconds West, 775.67';

Thence South 45 degrees, 23 minutes, 13 seconds West, 28.15 feet;

Thence South 00 degrees, 07 minutes, 30 seconds West a distance of 165.70 feet to a point on the South line of said Lot 3;

Thence North 89 degrees 25 minutes, 55 seconds West a distance of 45.00 feet to the Southwest corner of said Lot 3 and a point on the Monument line of 119<sup>th</sup> Avenue;

Thence North 00 degrees, 07 minutes, 30 seconds West, along said line for a distance of 210.76 feet to the Point of Beginning;

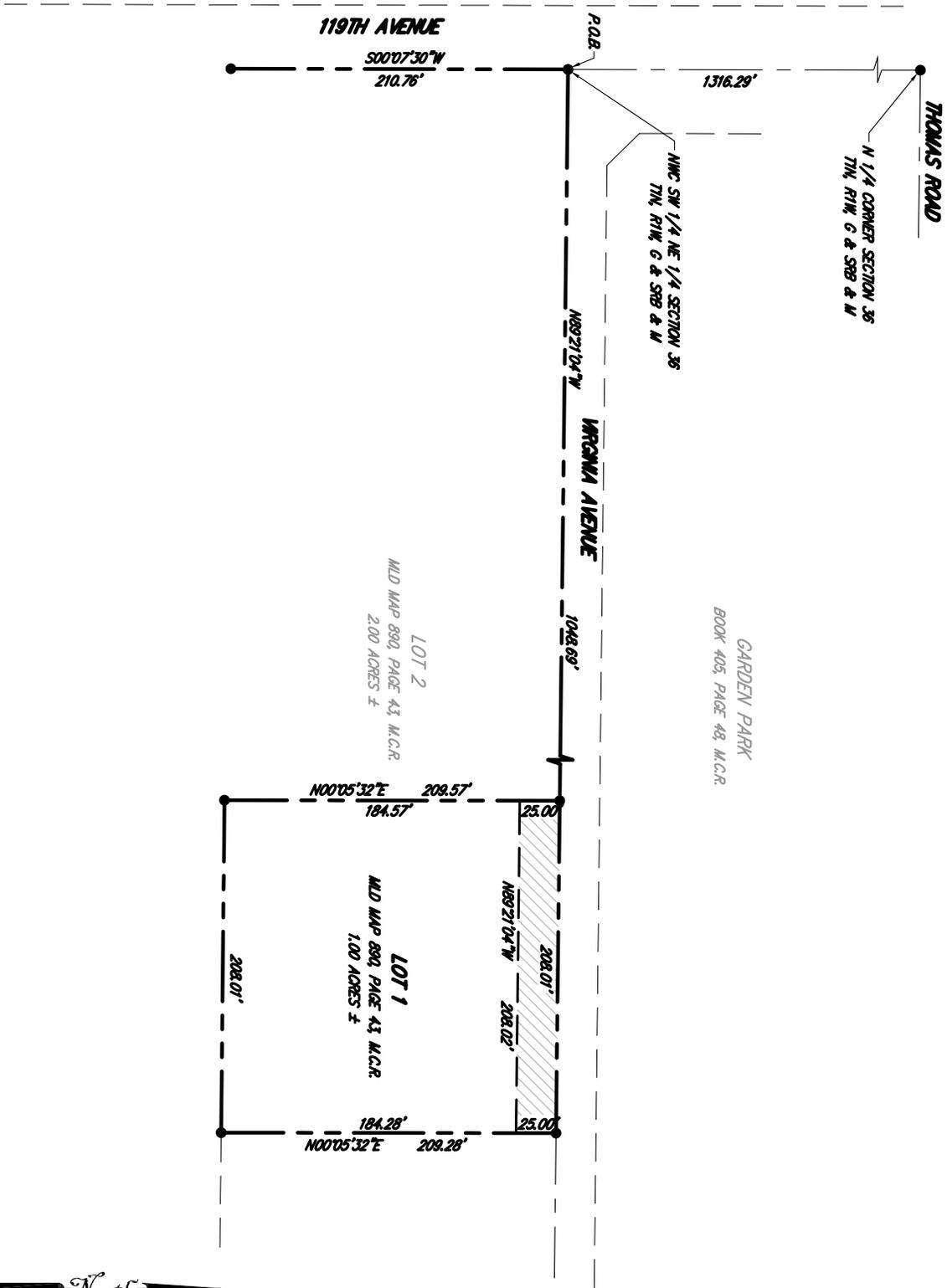


North

SCALE: 1" = 100'

Legal Description  
Right of Way  
Virginia Avenue  
APN 501-74-013R

The North 25 feet of Lot 1 of the Minor Land Division recorded in book 890 of Maps, Page 43, Maricopa County Recorder, located in the Southwest Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SCALE: 1" = 100'



EXHIBIT B  
TO  
SPECIAL WARRANTY GIFT DEED

[Beneficiaries of the Snider Family Trust]

See following page.

The beneficiaries of the Snider Family Trust dated February 12, 2002 are:

Robert N. Snider and Linda L. Snider  
2515 North 119th Avenue  
Avondale, Arizona 85323

EXHIBIT E  
TO  
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[License]

See following page.

When Recorded Mail To:

City Clerk  
City of Avondale  
11465 West Civic Center Drive, Suite 200  
Avondale, Arizona 85323

---

## TEMPORARY LICENSE AGREEMENT

LICENSOR: City of Avondale, an Arizona municipal corporation (the "City")

LICENSEE: Robert N. Snider and Linda L. Snider as Trustees of the Snider Family Trust dated February 12, 2002 (the "Trust") and Robert Neil Snider II and Heather Snider as Community Property with Rights of Survivorship (the "Sniders") (collectively the Trust and the Sniders are referred to herein as the "Licensees").

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement") is entered into \_\_\_\_\_, 2008, by and between the City and Licensees for the purposes set forth below.

### RECITALS

A. The Licensees transferred to the City part of the Licensees' Property, which portion is legally described and depicted in Exhibit A (the "Expansion Area"), attached hereto and incorporated by reference, by that certain Special Warranty Gift Deed recorded at \_\_\_\_\_ for the City's planned expansion on 119th Avenue and Virginia Avenue (the "Roadways").

B. City and Licensees desire to enter into this Agreement to grant to the Licensees a temporary license (the "License") upon, over, across, in, through and under the Expansion Area, as more particularly described herein.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the City and the Licensees hereby acknowledge, the Licensor and the Licensees hereto agree as follows:

1. Grant of License. The City grants the Licensees the continued use of the Expansion Area until the earlier to occur of the following (a) Licensees discontinue utilizing the Expansion Area for a period of 60 consecutive days or (b) the City begins the expansion of the Roadways and the City has relocated that portion of Licensees' fences within the Expansion Area that must be moved to accommodate expansion of 119th Avenue and Virginia Avenue.

2. Maintenance of the Expansion Area. Licensees shall not maintain the Expansion Area in a manner that impairs the ability or capacity of the City to fully access and utilize the Expansion Area.

a. Licensees shall not install or construct, or permit to be installed or constructed, any building, structure, fence, wall, utility or other facility, nor shall Licensees drill any new well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Expansion Area, without the prior written consent of the City.

b. The City shall allow reasonable, typical landscaping within the Expansion Area including shrubs, groundcover and decomposed granite except in a ten-foot clear zone around any drainage manholes or clean-out locations. The City shall have the right but not the obligation to trim, cut or remove brush or other vegetation on the Expansion Area that obstruct or hinder access to the Expansion Area, and whenever in the City's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

3. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

4. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's expansion of the roadway and the Licensees continued use of the Expansion Area. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

5. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**“LICENSOR”**

CITY OF AVONDALE, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Farris, City Clerk

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2008,  
by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal  
corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_





EXHIBIT A  
TO  
LICENSE AGREEMENT

[Legal description and map]

See following pages.

Legal Description  
Right of Way  
119<sup>th</sup> Ave and Virginia Avenue  
APN 501-74-013T and APN 501-74-013S

That part of Lot 3 and Lot 2 of a Minor Land Division recorded in book 890 of Maps, Page 43, Maricopa County Recorder, located in the Southwest Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Beginning at the Northwest Corner of the Southwest Quarter of the Northeast Quarter of Said Section 36, from which the North Quarter Corner of said Section 36 bears North 00 degrees, 07 minutes 30 seconds East, a distance of 1316.29 feet;

Thence South 89 degrees, 21 minutes, 04 seconds East, along the monument line of Virginia Avenue for a distance of 840.67 feet to the Northeast corner of said Lot 2;

Thence departing from said line, South 00 degrees, 05 minutes, 32 seconds West, 25.00 feet;

Thence North 89 degrees, 21 minutes, 04 seconds West, 775.67';

Thence South 45 degrees, 23 minutes, 13 seconds West, 28.15 feet;

Thence South 00 degrees, 07 minutes, 30 seconds West a distance of 165.70 feet to a point on the South line of said Lot 3;

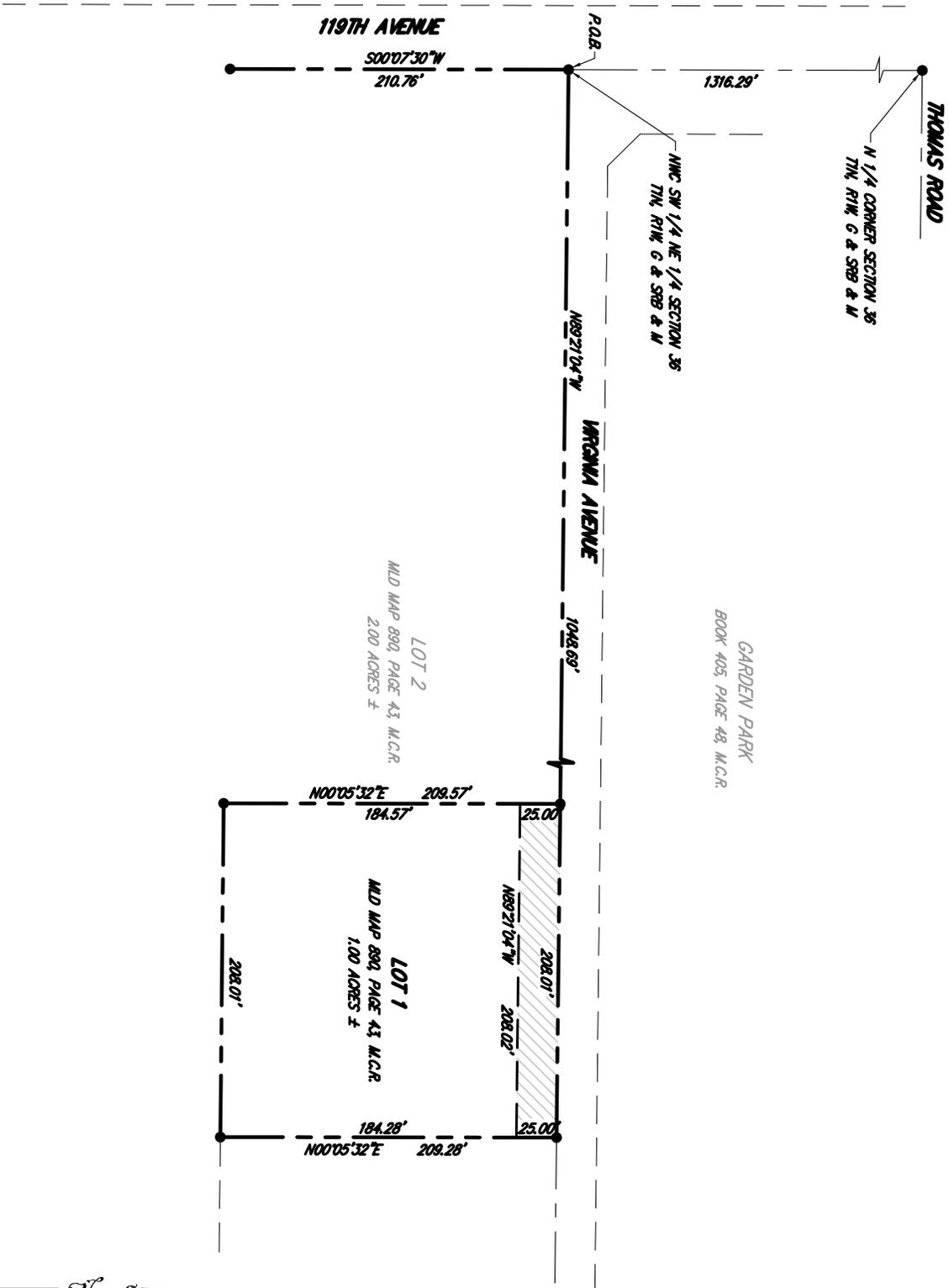
Thence North 89 degrees 25 minutes, 55 seconds West a distance of 45.00 feet to the Southwest corner of said Lot 3 and a point on the Monument line of 119<sup>th</sup> Avenue;

Thence North 00 degrees, 07 minutes, 30 seconds West, along said line for a distance of 210.76 feet to the Point of Beginning;



Legal Description  
Right of Way  
Virginia Avenue  
APN 501-74-013R

The North 25 feet of Lot 1 of the Minor Land Division recorded in book 890 of Maps, Page 43, Maricopa County Recorder, located in the Southwest Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona.



North

SCALE: 1" = 100'

EXHIBIT F  
TO  
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Development Fees]

See following page.

DEVELOPMENT FEES<sup>1</sup>

<i>Lot</i>	<i>Water Meter</i>	<i>Water Dep</i>	<i>Water Connect</i>	<i>Water Dev</i>	<i>Sewer Hook-up</i>	<i>Sewer Dev</i>	<i>Transp. Dev</i>	<i>Police Fac Dev</i>	<i>Fire Fac. Dev</i>	<i>General Govnmt. Dev</i>	<i>Sanitation Dev</i>	<i>Parks Dev</i>	<i>Library Dev.</i>	<i>COO</i>	<i>Total</i>
1	\$530	\$75	\$20	\$8,833	\$300	\$9,270	\$1,875	\$344	\$996	\$929	\$304	\$2,501	\$346	\$50	\$26,373
2	\$530	\$75	\$20	\$8,833	\$300	\$9,270					\$304				\$19,332
3	\$530	\$75	\$20	\$8,833	\$300	\$9,270					\$304				\$19,332
														<b>Total</b>	<b>\$65,037</b>

1 - All fees in the above table have been figured with a 1" meter so that any future expansion or fire sprinklers can be added without incurring additional development fees for upsizing water meters.

**ORDINANCE NO. 1291-208**

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 certain real property, being a portion of Maricopa County Assessor's Parcel Nos. 501-74-013T, 501-74-013S and 501-74-013R, generally located east of 119th Avenue, south of Virginia Avenue, 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 Robert N. Snider, Linda L. Snider, Robert Neil Snider II and Heather Snider, 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, February 19, 2008.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1288-108

[Legal description and map of acquisition portion of APN 501-74-013T, APN 501-74-013S and APN 501-74-013R]

See following pages.

Legal Description  
Right of Way  
119<sup>th</sup> Ave and Virginia Avenue  
APN 501-74-013T and APN 501-74-013S

That part of Lot 3 and Lot 2 of a Minor Land Division recorded in book 890 of Maps, Page 43, Maricopa County Recorder, located in the Southwest Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

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Thence South 89 degrees, 21 minutes, 04 seconds East, along the monument line of Virginia Avenue for a distance of 840.67 feet to the Northeast corner of said Lot 2;

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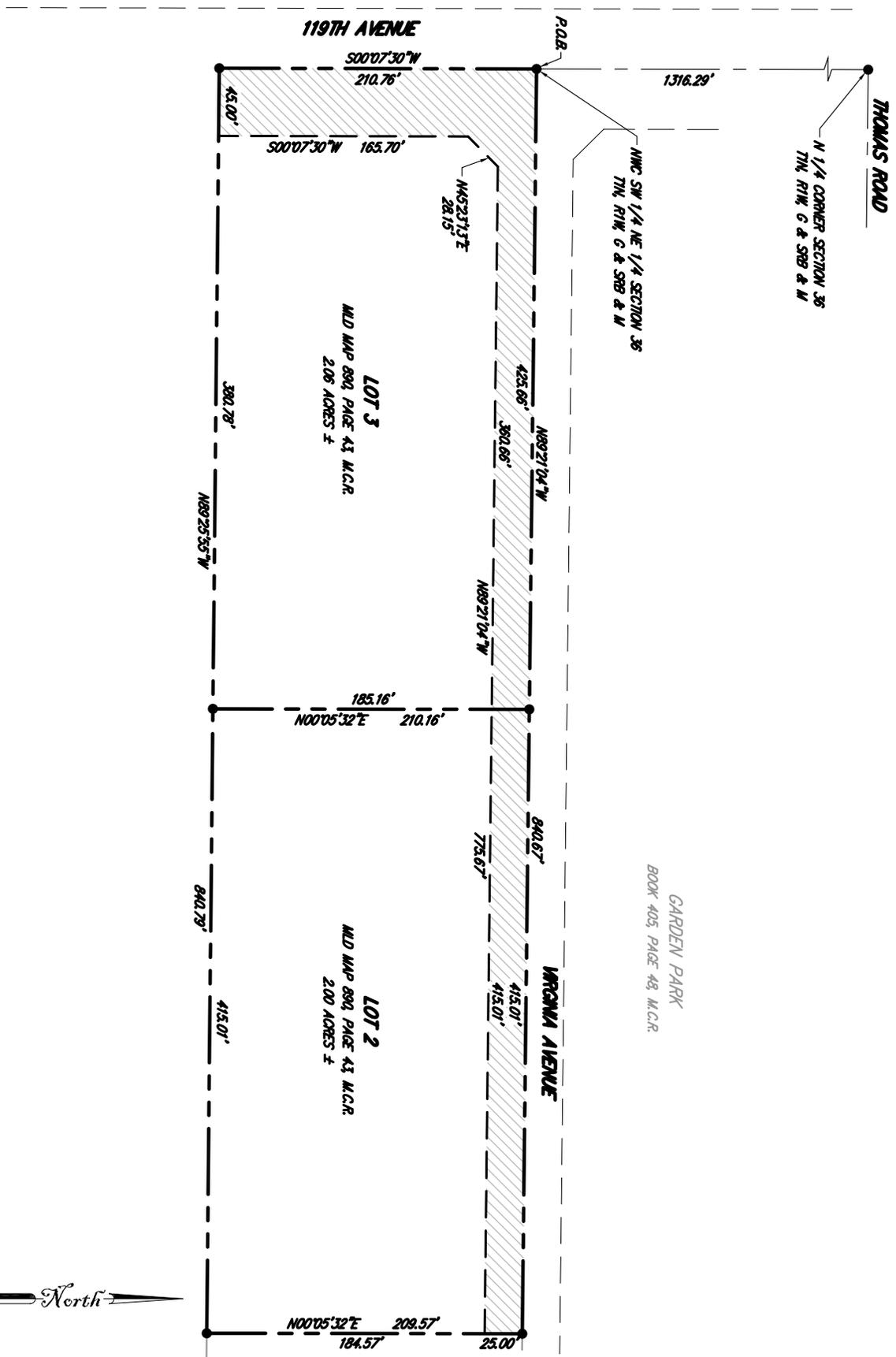
Thence North 89 degrees, 21 minutes, 04 seconds West, 775.67';

Thence South 45 degrees, 23 minutes, 13 seconds West, 28.15 feet;

Thence South 00 degrees, 07 minutes, 30 seconds West a distance of 165.70 feet to a point on the South line of said Lot 3;

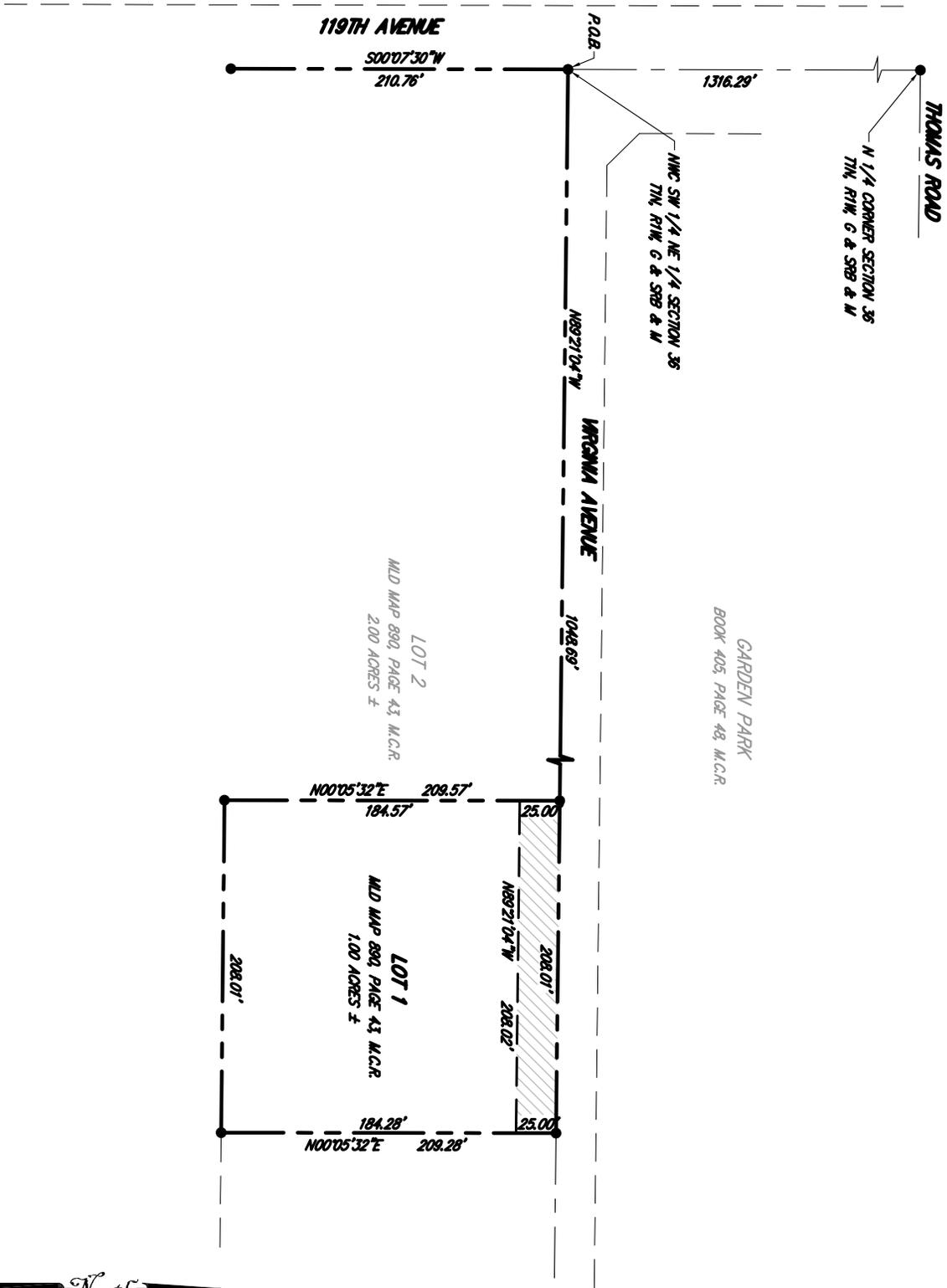
Thence North 89 degrees 25 minutes, 55 seconds West a distance of 45.00 feet to the Southwest corner of said Lot 3 and a point on the Monument line of 119<sup>th</sup> Avenue;

Thence North 00 degrees, 07 minutes, 30 seconds West, along said line for a distance of 210.76 feet to the Point of Beginning;



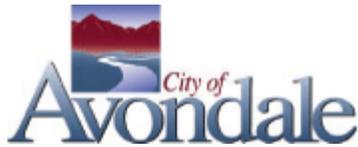
Legal Description  
Right of Way  
Virginia Avenue  
APN 501-74-013R

The North 25 feet of Lot 1 of the Minor Land Division recorded in book 890 of Maps, Page 43, Maricopa County Recorder, located in the Southwest Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SCALE: 1" = 100'





# DEVELOPMENT SERVICES

**SUBJECT:**  
Public Hearing - Conditional Use Permit - Tomas Paez  
Used Car Sales

**MEETING DATE:**  
February 19, 2008

**TO:** Mayor and Council  
**FROM:** Brian Berndt, Development Services Director (623) 333-4011  
**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Conditional Use Permit for Used Car Sales in the Community Commercial (C-2) zoning district.

**PARCEL SIZE:** 0.16 acres

**LOCATION:** 115 East Main Street near East Main Street and 2nd Street (Exhibit A).

**APPLICANT:** Tomas Paez

**OWNER:** Sandra Luz Jimenez

**BACKGROUND:**

The property was annexed into the City of Avondale on December 16, 1946 as part of the original town site and records indicate that the property has been zoned Community Commercial (C-2) since 1980 (Exhibit B).

The applicant is currently operating a used car lot on the site without the required Conditional Use Permit.

**SUMMARY OF REQUEST:**

1. The applicant is requesting Conditional Use Permit approval to conduct used car sales at 115 East Main Street (Exhibit D). Automobile sales and rental are permitted in the Community Commercial (C-2) zoning district subject to a Conditional Use Permit.
2. The applicant is proposing to display a maximum of 6 vehicles for sale on the site at any one time.
3. The 7,100 square foot lot will accommodate vehicle display, customer parking and a sales office. The business will be open Monday through Friday from 10 am to 7 pm and weekends from 10 am to 5 pm.
4. The proposed sales office will utilize an existing modular building which will be set on a fixed foundation.
5. Section 8, Off-street Parking of the Zoning Ordinance requires the applicant to provide one parking space on this site. Two parking spaces are provided for customers, one of which will be ADA accessible.
6. The landscape plan exceeds Zoning Ordinance requirements, with approximately 863 square feet of landscaped area using a combination of Willow Acacia and shrubs. The site will be screened from the residences to the south by trees planted along the rear landscape buffer.
7. Access to the site is provided from East Main Street. A turn-around stall is proposed to allow egress from the site.
8. On-site retention is proposed in the front and rear landscape areas.

**PARTICIPATION:**

The applicant conducted a neighborhood meeting at 6:00 p.m. on December 19, 2007 at City Hall in the Sonoran conference room. The property was posted on November 27, 2007. Notification letters were mailed to 88 property owners within 500 feet of the subject site on November 30, 2007. According to materials presented

by the applicant, no citizens attended the neighborhood meeting.

A notice of the Planning Commission hearing was published in the West Valley View on December 31, 2007. The property was posted on November 27, 2007. Notification letters were mailed to 88 property owners within 500 feet of the subject site on December 21, 2007.

A notice of the February 19th City Council hearing was published in the West Valley View on January 29th, 2008. The property was posted on January 18, 2008. Letters were mailed out to 88 property owners within 500 feet of the subject site on January 18, 2008.

Staff has been contacted by two area residents. One resident was concerned about traffic along East Agua Fria Lane. The second resident operates the dental office adjacent to the site on the east and had inquired about the hearing. Staff has also received nine petitions against the approval of the application (Exhibit H).

#### **PLANNING COMMISSION ACTION:**

The Planning Commission conducted a public hearing on January 17, 2008 and voted 6-1 to recommend APPROVAL of this request subject to the following stipulations:

1. The development of the site shall conform to the site plan, landscape plan and the project narrative date stamped September 18, 2007.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.
3. No more than 6 vehicles may be displayed and offered for sale at any one time on the premises.
4. Repair or alteration of vehicles on the premises is prohibited.

#### **ANALYSIS:**

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. Each finding is presented below along with staff's analysis.

**1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.**

The subject property is designated as Mixed Use on the General Plan Land Use Map. The existing Community Commercial (C-2) zoning is consistent with the Mixed Use designation of the General Plan. The proposed use is allowed in the Community Commercial (C-2) subject to a conditional use permit. The proposed use will not adversely affect the residences to the south and is in character with the existing uses on adjacent parcels. Automotive uses are currently operating along West and East Main Street in the vicinity of the site.

**2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.**

The impacts of this use on surrounding properties will be minimal as they are vacant. Parcels to the west are vacant. The parcel to the east is a dental office that has irregular service days and times. Parcels to the south are single family residential and are separated from the site by East Agua Fria Lane. The Dessie Lorenz Park is to the north.

**3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping.**

The site is large enough to accommodate the proposed building and meet all development standards. All setbacks required for commercial development are met by this site plan. The applicant is proposing a maximum of six cars for sale at the site at any one time.

The Zoning Ordinance requires non-retail commercial uses to be parked at a ratio of one space per 250 square feet of tenant space. Applied to this location, one customer parking space is required. Two customer parking spaces have been provided by the applicant, one of which is ADA accessible.

All screening requirements are met by the proposed development plans. The site will provide landscaping that meets Zoning Ordinance requirements. The applicant has agreed to provide additional landscaping in the right of way between the sidewalk and the property line.

**4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.**

Access to the site is limited to East Main Street. A dedicated turning space will be provided to allow vehicles to egress the site.

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

Four stipulations have been included in the staff recommendation. A stipulation limiting the number of vehicles displayed and a prohibition of vehicle repair or alteration has been included to minimize any adverse impacts.

**RECOMMENDATION:**

The proposed conditional use meets all of the required findings. Planning Commission recommends that the City Council **APPROVE** the Conditional Use Permit.

**PROPOSED MOTION:**

I move that the City Council accept the findings and **APPROVE** Application CU-07-3, a request for a Conditional Use Permit for Used Car Sales in the Community Commercial (C-2) zoning district.

**ATTACHMENTS:**

Click to download

 [CU-07-3 Exhibits](#)

**PROJECT MANAGER:**

John Vater, Planner (623) 333-4014

## ATTACHMENTS

- Exhibit A Aerial Photo 2007
- Exhibit B Zoning Vicinity Map
- Exhibit C Summary of related facts
- Exhibit D Applicant narrative
- Exhibit E Proposed site plan
- Exhibit F Proposed landscape plan
- Exhibit G Draft Planning Commission Meeting Minutes from January 17, 2008
- Exhibit H Public Correspondence

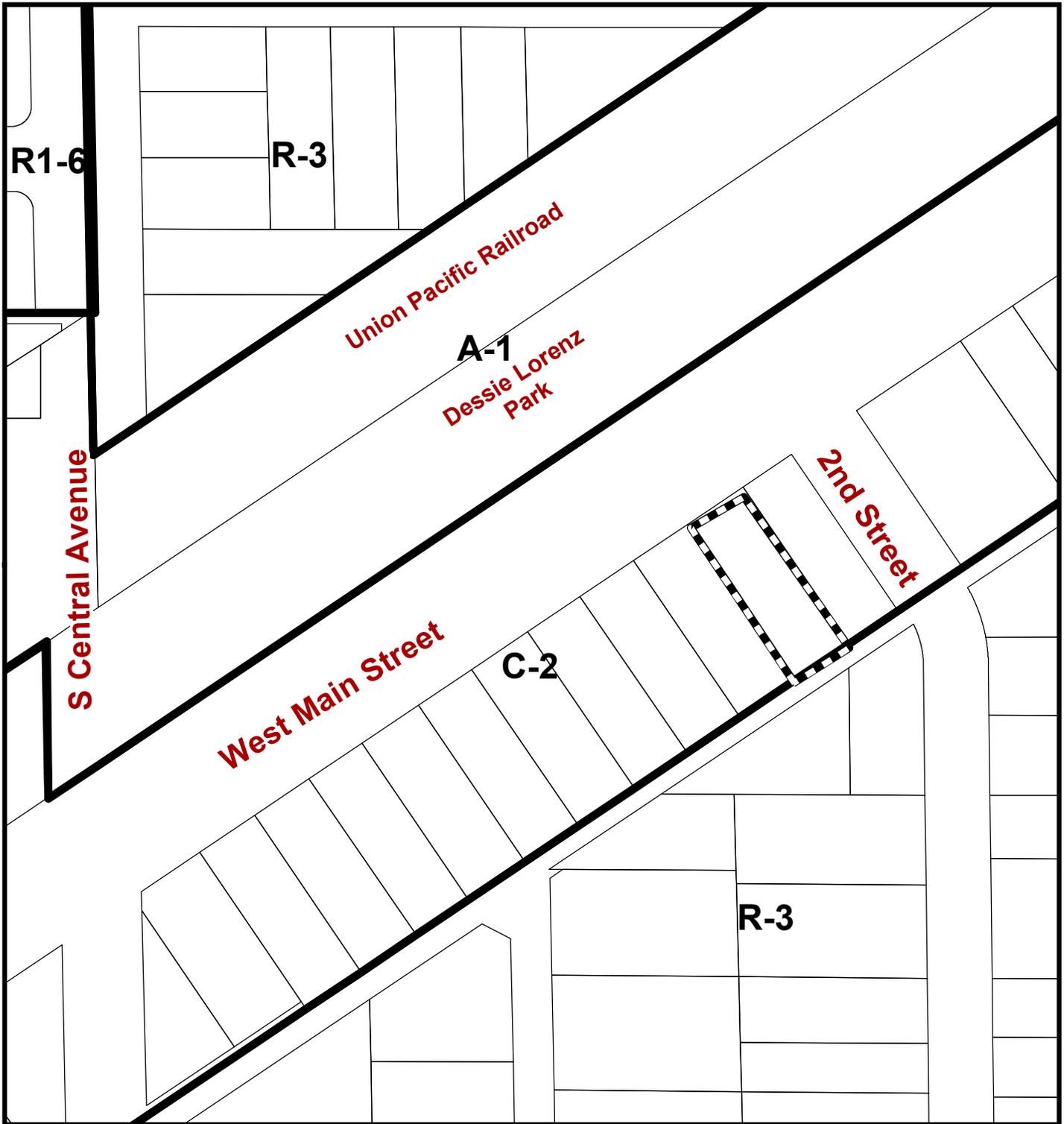


## 2007 Aerial Photograph



Subject Property





## Zoning Vicinity Map



Subject Property



## SUMMARY OF RELATED FACTS

## APPLICATION CU-07-3

<i>THE PROPERTY</i>	
PARCEL SIZE	7,100 square feet
LOCATION	115 E. Main Street Near corner of E. Main Street and 2nd Street
PHYSICAL CHARACTERISTICS	Flat, paved lot with approximately 320 square foot modular office
EXISTING LAND USE	Vacant
EXISTING ZONING	Community Commercial District (C-2)
ZONING HISTORY	Annexed in 1946 and zoned C-2 prior to 1990.
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	R-3 Multifamily Residential (Dessie Lorenz Park)
EAST	C-2 Community Commercial (Dental office)
SOUTH	R-3 Multifamily Residential (single-family residential)
WEST	C-2 Community Commercial (Vacant)
<i>GENERAL PLAN</i>	
The subject property is designated as Mixed Use on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Avondale Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor (K-8)
JUNIOR HIGH SCHOOL	Lattie Coor (K-8)
HIGH SCHOOL	Agua Fria High School

*STREETS*

**Main Street (MC 85)**

Classification	Road of Regional Significance
Existing half street ROW	50 feet
Standard half street ROW	55 feet
Existing half street improvements	2 paved lanes, 35' to back of curb, gutter, 5' sidewalk, streetlights
Standard half street improvements	2 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.

**2<sup>nd</sup> Street**

Classification	Local Street
Existing half street ROW	25 feet
Standard half street ROW	25 feet
Existing half street improvements	1 paved lane, 20.5' to back of curb, gutter, 4' sidewalk, streetlights
Standard half street improvements	1 traffic lane, curb, gutter, sidewalk, landscaping and streetlights.

*UTILITIES*

A 4" waterline runs along the property in Main Street to the north of the property and a 6" waterline in E. Agua Fria Lane to the south of the property.

There is an existing 6" sewer line in E. Agua Fria Lane.



mcdonald architecture, llc  
architecture • planning • interiors

City of Avondale  
Development Services  
11465 W. Civic Center Drive #110  
Avondale, AZ 85323

RE: Tomas Paez Used Cars  
DR-07-20

### **Project Narrative**

This project is for Tomas Paez and Sandra L. Paez for a used car sales business. The property is 50x142 ft. and will have an Mk32, modular office building on a fixed foundation.

The site will display 5-6 cars for sale and have no negative impact on public services including utilities, schools, and recreation. It will have parking for three customers (one ADA accessible) and one employee and pedestrians will have use of the city's sidewalk.

The hours of operation Monday-Friday are 10:00 a.m. to 7:00p.m; Saturday-Sunday 10:00 a.m. to 5:00 p.m. There will be little impact on noise, smoke, odor, dust, or vibration created by the proposed use. We feel we will improve the property and surroundings.

The property to the north is a park, the property to the east contains a dental office, the property to the south is residential and the property to the west will have a barber shop located on it.

### **Architecture**

The colors of the office structure will be earth or desert tones and the materials will be stucco, with metal railing at ramp to be of simple design matching existing gate. A top cornice or molding will be provided and held down a small distance down from roof to provide an accent and break up the boxed look and add variation to the top of structure. Along the lower portion of structure will be added a smaller water line trim to help accentuate and ground the structure.

Around the openings trim will be added to give the impression of a more recessed opening and provide a shadow line to liven up the structure. The intent is to use two colors, the trim, cornice and molding will be of a darker tone and the main structure will be a lighter tone.

Please refer to color board and example photos to help give a visual of the intent. The photos should not be taken literally but are intended to represent the idea. Although most of the items shown in photos will be implemented into this project, sizes and colors may vary.

## **Garbage Disposal**

All commercial refuse prepared for commercial refuse collection shall be prepared in accordance with City of Avondale. This shall apply to this business establishment serviced within the City of Avondale, whether serviced by the city or any other authorized refuse collector. This business establishment shall be required to contract with an authorized refuse collector to dispose of all trash produced onsite.

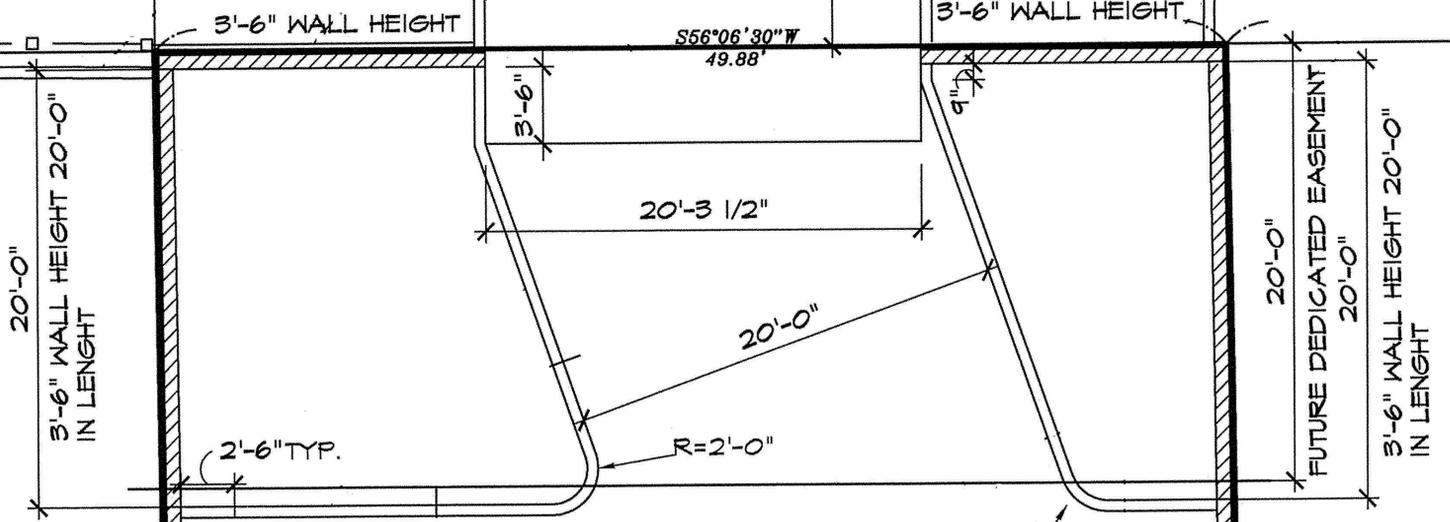
The proper preparation for collection for refuse shall be prepared for collection or disposal as follows:

- a) Container placement to be set out for collection in a manner which poses no safety hazard is prohibited by the City of Avondale and such containers shall not be serviced. The placement of commercial refuse containers shall not interfere with pedestrian or vehicular traffic and shall be reachable by the automated collection vehicles without danger to persons or property. If the commercial refuse is to be collected by the city, the placement of commercial refuse containers shall be at a location designated by the Director or authorized designee.
- b) Commercial refuse bins must be accessible from the proper location for collection by 5:00 a.m. on the designated collection day(s).
- c) The lids of containers set out for commercial refuse collection must be entirely closed.
- d) All refuse prepared for commercial refuse collection must be bagged and securely tied to exclude flies and pests.
- e) Weight limit. If the business establishment is serviced by the city, the container, together with its contents, must weigh no more than eight thousand (8,000) pounds.
- f) The contents of the container must be arranged so that they fall out easily. (Ord. No. 991-04, § 3, 4-19-04)

Please refer to the site plan for location and size of trash enclosure.

ADOT 6" VERTICAL CURB AND GUTTER

5' SIDEWALK (TYP)



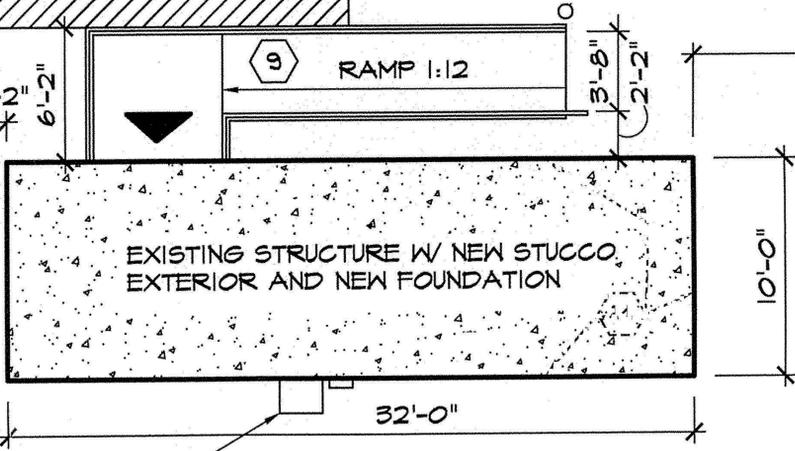
S56°06'30"W  
49.88'

S34°36'18"E 142.01'

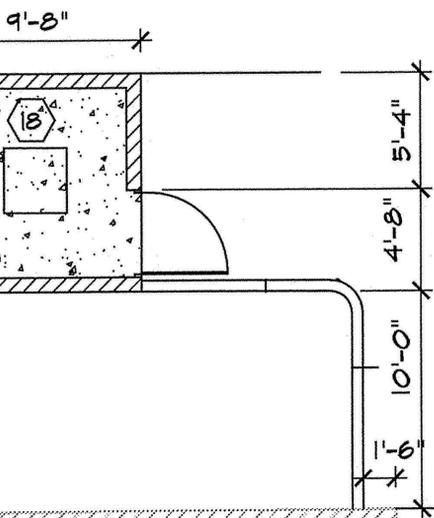
S34°43'11"E 142.01'

NEW WALL  
(E) WALL

NEW WALL  
(E) WALL



RELOCATED AC UNIT AND ELECTRICAL PANEL THIS SIDE. VERIFY LOCATION W/ OWNER



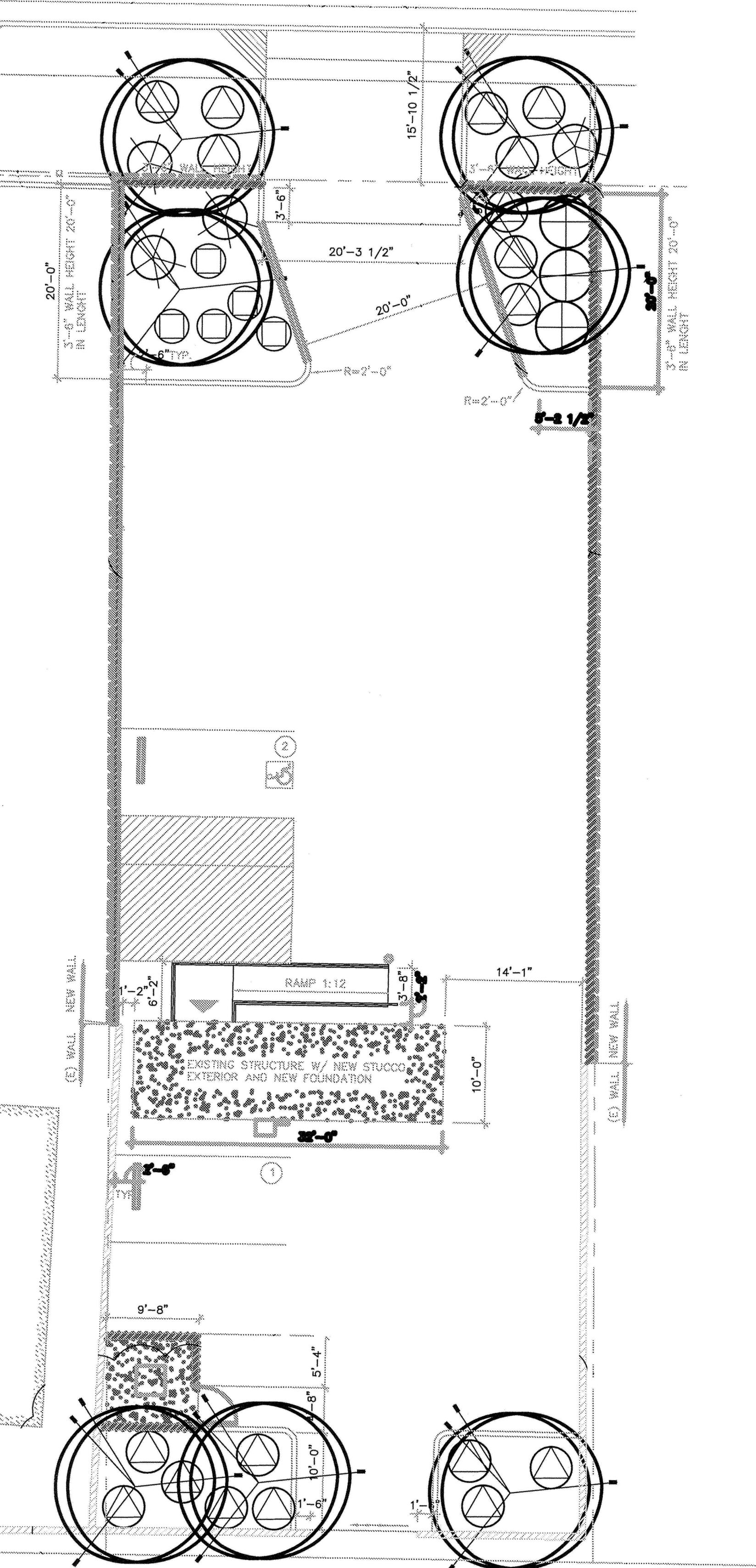
S56°06'30"W

50.16'

BROOKE PLACE

PRINT

DRIVEWAY  
ENTRANCE



**Excerpt of the Draft Minutes of the regular Planning Commission meeting held January 17, 2008 at 7:00 PM in the Council Chambers.**

COMMISSIONERS PRESENT

David Iwanski, Chairman  
Michael Demlong, Vice Chair  
Al Lageschulte, Commissioner  
Kevin Grimsley, Commissioner  
Edward Meringer, Commissioner  
Angela Cotera, Commissioner  
Linda Webster, Commissioner

CITY STAFF PRESENT

John Vater, Planner I, Development Services Department  
Brian Berndt, Development Services Director  
Ken Galica, Planner II, Development Services Department

1. CU-07-3: This is a public hearing before the Planning Commission to solicit public input on application CU-07-3, a request by Tomas Paez for Conditional Use Permit approval for a used automobile sales lot in the Community Commercial (C-2) zoning district. The subject site is at 115 E. Main Street near the corner of Main Street and 2<sup>nd</sup> Street. Staff Contact: John Vater 623-333-4014.

John Vater, Planner I, Development Services Department, welcomed the new Planning Commission members and wished the Planning Commission a happy and prosperous year. He began his presentation, stating this item is a request for Conditional Use Permit approval for a used car sales lot in the C-2 Community Commercial zoning district at 115 E. Main Street. He reported that the Zoning Ordinance allows for auto sales in the C-2 district subject to a Conditional Use Permit. Mr. Vater described the surrounding area of the subject site as Dessie Lorenz Park and the Union Pacific right-of-way to the north, commercial properties to the east and west, and a residential neighborhood to the south. He informed the Planning Commission that the site is designated as Mixed Use in the General Plan and is zoned C-2, while the zoning to the east and west is zoned C-2 and, land to the north is zoned General-Industrial (A-1), and to the south is Multi-Family Residential (R-3).

Mr. Vater reported that the applicant is proposing to offer five to six vehicles for sale on the subject site with access provided from East Main Street, and a turn space will be provided to allow egress. He pointed out that the design of the site conforms to the Commercial development standards as outlined in the Zoning Ordinance, to include required front and rear setbacks, landscaping, onsite retention, screen walls, and parking. A 20 foot landscape buffer is located adjacent to East Main Street and will be planted with 24 inch box trees and shrubs, and the right-of-way will be landscaped between the sidewalk and the property line with additional trees and shrubs. A 10 foot wide landscape buffer will be provided at the rear of the site to screen it from the residences to the south.

Mr. Vater summarized, stating that Staff finds this application meets the required findings for a Conditional Use Permit, and Staff is recommending approval of the Conditional Use Permit for used car sales with four stipulations. He stated that the applicant, Mr. Tomas Paez, was present to answer questions.

Chairperson Iwanski invited questions from the Planning Commission.

Commissioner Grimsley asked if there would be 5 to 6 cars for sale and one parking space for customers. Mr. Vater replied that is correct.

Commissioner Cotera asked if the lot would be concrete or gravel. Mr. Vater replied that the site is presently asphalt and would continue to be so.

Commissioner Lageschulte asked for confirmation that landscaping would be planted, which Mr. Vater confirmed. Commissioner Lageschulte inquired where the applicant would put retention. Mr. Vater replied that the applicant had been very creative, in that the retention is in the landscape buffer up in front and in the 10 foot landscape buffer in back of the site.

Commissioner Webster asked if there was an exit for cars to go in and out, such as an alleyway behind the property. Mr. Vater responded that all ingress and egress would be through the main driveway off of East Main Street. He reported that there is a gate in the back to the alley, but that is only for trash removal and such. He pointed out the ingress and egress on a slide to the Planning Commission. Commissioner Webster stated she was wondering if the cars for sale were brought in on a flat bed truck, and that was her concern.

Vice Chair Demlong asked if Mr. Vater could explain the use of modular structures in the City and what ordinances applied. Mr. Vater explained that modular buildings are not specifically prohibited in Commercial zones. He reported that the modular office on this site will be a fixed or permanent foundation and will be stuccoed and have architectural features applied to it. Vice Chair Demlong inquired if there was a definition of modular in the ordinances, because the modular unit on this site looks more like what is used on a construction site as a temporary office. Mr. Vater replied that that issue would be part of the Site Plan approval where Staff would give mandates, such as the unit has to be attached to the ground, and other such improvements to make the unit conform to what the City is looking for. Vice Chair Demlong asked if Staff would make the unit level with the grade of the parking lot. Mr. Vater replied that the unit would sit on perhaps a 2-1/2 foot block wall foundation that will be stuccoed and treated. Vice Chair Demlong stated Stipulation No. 4 states "Repair or alteration of vehicles on the premises is prohibited." He asked if repair would include maintenance, such as oil changes and tire rotations. Mr. Vater replied that is the intent of Stipulation No. 4, that no work is to be done on these vehicles at all, including maintenance. Vice Chair Demlong expressed he would leave Stipulation No. 4 to Staff, whether or not it needed to be reworded. He asked if signage on the site would be subject to the City's ordinances and asked what type of sign could be put on the site. Mr. Vater responded that the signage was subject to the City's ordinances, and at Site Plan review Staff would apply the Zoning Ordinance to this particular location and follow the requirements thereof. He explained that the signage requirements have to do with the length of the building façade on the streets that the building faces and with having a one-to-one ratio of

feet to square footage up to a certain 24 square foot maximum. Vice Chair Demlong inquired if the sign would be limited to the modular structure; thus, a monument could not be placed on Highway 85. Mr. Vater replied there may be a sign out in front or on the modular unit, and it is up to the applicant and through the Site Plan review process.

Commissioner Grimsley asked what the adjacent commercial properties were. Mr. Vater pointed out on a slide the buildings adjacent to 2<sup>nd</sup> Street, stating the building in front was a dental office in use only every few weeks, and the building behind it is a residence. On the west side of the site is a residence, which is vacant, so both sides of the subject site are essentially unused at the present time.

Chairperson Iwanski inquired as to the second residence to the east. Mr. Vater replied that residence is part of the dental property, and the dentist only uses the residence when he is in town on occasion.

Chairperson Iwanski invited further questions for Staff, and hearing none, invited the applicant to address the Commission.

Mr. Tomas Paez, 121 S. 119<sup>th</sup> Avenue, Avondale, AZ, stated his family has lived in Avondale for four years and they are happy in Avondale.

Chairperson Iwanski invited questions for the applicant.

Commissioner Grimsley introduced himself to the applicant, explaining he is an internet manager for a dealership here in the Valley. He reported he had trouble understanding why the applicant would only have five cars on the site to be sold at any one time. He asked that in light that when a vehicle is sold it has to be filled with gas and detailed, how could that be done on this site. Mr. Paez reported that he has been in the used car business for years and he knows the site is a little small, and he does not plan to keep six to eight cars, and there will be no repairs, just sales. Commissioner Grimsley asked Mr. Paez how he would make the car ready for delivery to a customer. Mr. Paez replied that according to plan, the cars would be parked on one side. Commissioner Grimsley inquired how the vehicles would be prepped for the customers, or would it be left to the customer to clean the vehicle. Mr. Paez replied he did not see how that issue would affect anything.

Commissioner Meringer asked if the vehicles would be sold as is or would Mr. Paez's establishment wash the vehicles and fill the vehicles up with gas before the customer takes them off the lot. Mr. Paez replied that most of the cars would be sold as is. He added that some new vehicles might come with a partial guarantee. Commissioner Meringer clarified that if he buys a car from Mr. Paez, he would buy it like it is. Mr. Paez responded he would let Commissioner Meringer drive it and take it to a mechanic, but most of the cars would be sold as is. Commissioner Meringer asked if Mr. Paez was concerned with the security of the vehicles in regards to vandalism in light of the location of the property. Mr. Paez replied that there had been some vandalism, and it is something they have to take a chance on.

Vice Chair Demlong thanked Mr. Paez for coming before the Planning Commission tonight and for wanting to do business in Avondale. He asked if Mr. Paez's site was the one with the chain link fence around it and if it is full of cars right now with no room for another car on the lot right now. Mr. Paez replied that is the correct, and explained that sometimes he wholesales cars from Mexico, and one of his plans is to send four or five cars to Mexicali. He explained he has a brother in Mexicali that helps him sell cars wholesale, so right now the lot is a little full. Vice Chair Demlong stated one more car could not fit on that lot right now. Mr. Paez replied if he parked three or four cars in the back, then the situation would be different and Vice Chair Demlong would see a big difference by Monday. Vice Chair Demlong asked if the chain link fence would be replaced by a 3-1/2 foot fence in the front and a big fence screening the site from the residences in the back. Mr. Paez confirmed that is correct. Vice Chair Demlong asked for confirmation that Mr. Paez had no intention of doing oil changes on the lot or tire changes or body work. Mr. Paez replied they take the cars to Quik Lube.

Mr. Paez asked to make a comment, stating he has been working with John Vater and he appreciates the help he has been given.

Chairperson Iwanski attempted to open the item for public hearing.

Brian Berndt, Development Services Director, interjected that this afternoon Staff received three more letters in opposition to this Conditional Use Permit. Chairperson Iwanski asked that copies of the letters in opposition be passed to the Commissioners.

Commissioner Lageschulte asked if the addresses where the petitions came from were from residences right behind this business. Mr. Berndt responded that the petitions were from the immediate area of the subject site.

Commissioner Cotera asked if there are currently many vehicles on the lot surrounded by a chain link fence, what the current use permit is. Mr. Berndt explained that the applicant does not have a use permit, which is why the matter came to Staff's attention through Code Enforcement.

Chairperson Iwanski invited further questions for Staff and the applicant, and hearing none, opened the item for public hearing. There were no requests to speak. Chairperson Iwanski invited further questions for Staff or the applicant, or any comments from the audience.

Page Hannah, 201 S. 122<sup>nd</sup> Dr. Avondale, AZ, stated she heard Mr. Paez say he planned to have six to eight cars and he now has the entire lot full of cars. She stated she does not understand how anyone can have a business and sell five cars at a time. Ms. Hannah opined that perhaps the neighborhood does not want the business there because of the way it is presented right now, and evidently the issue has been brought up because of the way the business is right now and the neighborhood is trying to improve it. She stated she tended to side with the neighborhood, and as this item does not seem to uplift the area, as a citizen she would vote against it.

Commissioner Grimsley stated that the applicant had mentioned that he currently wholesales vehicles and now he assumes the applicant wants to turn this into a retail business. He stated he was wondering if the applicant would be doing wholesale business on the site, as well as retail.

Mr. Berndt replied he did not know the answer to that question, but Stipulation No. 3 states “No more than six vehicles may be displayed and offered for sale at any one time on the premises.” He stated that will take care of the number of vehicles on the site right now, but he has no idea about wholesale sales.

Mr. Paez interjected that at the same time he filed his application with the City of Avondale, he filed an application for a DMV license, and by chance the DMV license was approved in November, so he has a license to sell cars.

Commissioner Grimsley stated the Site Plan reveals four spots for parking including one ADA parking spot, and then there will be five to six vehicles displayed for purchase. He stated he had trouble visualizing the layout. Mr. Vater stated seven parking spots are shown, one being ADA, leaving the applicant with six spots, which are nine foot wide parking stalls, and the applicant intends to make the six cars fit in the parking provided.

Chairperson Iwanski asked in terms of the Special Use Permit, if the City of Avondale makes a distinction between retail sales and/or wholesaling a car. Mr. Vater stated it does not.

Commissioner Lageschulte stated that it sounds like the applicant’s main business is wholesaling, so the cars would be coming in and out, and if the applicant happens to sell a car retail, it will be sold out of this lot. He asked the applicant if his main business was wholesale. Mr. Paez replied his main business was retail. He stated he wholesales some cars to Mexico, but his main sales are retail. Commissioner Lageschulte confirmed that the applicant will be selling out of this lot, but will also be shipping cars out on a regular schedule. Mr. Paez replied perhaps he could take a couple cars to the auction to sell there.

Chairperson Iwanski invited further questions of Staff or the applicant and comments from the audience, and hearing none, called for a motion.

Vice Chair Demlong moved that the Planning Commission accept the findings and recommend approval of application CU-07-3, a request for a Conditional Use Permit for used car sales subject to the four Staff-recommended stipulations in the Community Commercial (C-2) zoning district. 1) The development of the site shall conform to the Site Plan, Landscape Plan and the Project Narrative date stamped September 18, 2007. 2) In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced. 3) No more than six vehicles may be displayed and offered for sale at any one time on the premises. 4) Repair or alteration of vehicles on the premises is prohibited. Commissioner Webster seconded the motion.

Chairperson Iwanski opened the floor to discussion.

Commissioner Meringer wished to respond to Finding No. 3 “That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening and landscaping.” He stated he had not seen the site, but if there are already vehicles on the site, he cannot see how a car can pull in and turn around in the lot. He voiced another concern, in that

the applicant has already stated that he has had vandalism on the property, and with the issue of repairing the vehicles, the Commissioner cannot see how this would be beneficial to the surrounding community.

Commissioner Lageschulte stated that he did not usually like to vote in favor of an item where people have expressed so much opposition, and this site is not really what the City is looking for as far as revitalizing Main Street. On the other hand, Commissioner Lageschulte reported if one drives by this business, it is one of the cleanest lots on the street. He opined that the people in opposition may be looking at all the cars on the lot currently and possibly considering the vandalism, and if the applicant constructs the fence around the back of the property, it may screen the cars from the residents in the back. He also hoped that Staff will let the applicant know that if the findings are not met, he could lose his CUP. He opined this business may work for the area with the block wall in the front.

Commissioner Grimsley stated if part of the applicant's business is still going to be wholesale, especially if he will be wholesaling to Mexico or Mexicali, particularly Mexico, the vehicle will have to be a certain age or have a certain mileage in order to be registered or titled in Mexico, which would lend it to be an older model. He reported that typically in his experience the vehicles are not very attractive that end up being wholesaled and he has great concern, and he appreciates Commissioner Lageschulte's comments about the lot's current appearance and the hopes that it will stay that way. Commissioner Grimsley stated he had a hard time with the layout of the lot, yet there are four parking spots for customers and one ADA parking spot, and then five to six vehicles in an area with a total of seven parking spaces, and he does not believe the applicant can squeeze everything on the lot. While he appreciates the fact that Staff is trying to bring a new business into the area, he sees logistical problems based on his experience.

Brian Berndt, Development Services Director, interjected that the parking requirements are based on the size of the sales office, and due to the size of the building, the applicant is only required to have one parking space, and the applicant does accommodate that one parking space, plus the additional six for the car display; thus, the applicant has satisfied the requirements for what is being proposed.

Chairperson Iwanski thanked Mr. Berndt for the clarification. He asked if that one parking space that is required is in addition to the ADA spot. Mr. Berndt replied it is in addition to the ADA spot. Chairperson Iwanski clarified that there is one parking space and one ADA parking space required based on the size of the sales office, which Mr. Berndt confirmed.

Vice Chair Demlong stated this was a difficult decision for him because on one hand he wants to encourage business, and he also wants to prevent illegal sales without a permit. He stated this project could be a catalyst on Main Street to encourage other projects if it was done right. Vice Chair Demlong stated he was not sure that this project meets all five required findings, one being Finding No. 2 "That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general." He opined the project is detrimental to the adjacent property and neighborhood, and to him a modular structure suggests temporary, and temporary suggests the business owner will not be here for the long term and is not willing

to make a commitment to the property, the neighborhood, or to the City. He also stated the project did not meet Finding No. 3 “That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening and landscaping.” He opined that the size was not adequate for the business usage, and while it is a potential use and the City could have a car lot there, it is a very small lot. Vice Chair Demlong stated he appreciated the applicant’s interest and thanked him for coming to the Planning Commission meeting tonight.

Mr. Paez reported that the DMV requires only two parking spaces to have a license; therefore, he does not have to have ten cars, and this lot size is all he can afford right now.

Commissioner Cotera stated her concern is that the neighbors do not want this project and inquired if the neighbors do not want the project as it is now, or have they seen the plan and do not want it as it will be. Mr. Vater informed the Planning Commission that Mr. Paez held a Neighborhood Meeting at the City offices, and nobody from the public attended, and in addition, he has received no requests for information to see a Site Plan or for information about the applicant’s intentions to improve the site. Commissioner Cotera stated it was then a logical conclusion that the neighbors were reacting to the used car sales lot as it is now as opposed to the landscaped and up-to-code site that is now before the Planning Commission for approval. Mr. Vater replied that is correct, as under the design guidelines the City will require drastic improvements to the site through the Site Plan process.

Chairperson Iwanski commented that the City always tries to encourage small business development in Avondale so long as it meets the City’s expectations in terms of design guidelines and Site Plans, and he is comfortable with the four stipulations that Staff has negotiated with the applicant, and he does like the fact that the beautification of the site is better than the current condition. In that Commissioner Lageschulte indicated that the lot is in pretty good shape, and in listening to the comments from Mr. Paez, Chairperson Iwanski stated Mr Paez strikes him as someone who will make sure that he plays by the rules and keeps the lot in good shape and he will follow the stipulations Staff has outlined.

Chairperson Iwanski invited further discussion, and hearing none, stated he had a motion from Vice Chair Demlong.

Mr. Berndt reminded Chairperson Iwanski to close the public hearing.

Chairperson Iwanski closed the public hearing. He stated he had a motion from Vice Chair Demlong and a second from Commissioner Webster, and called for a vote.

#### ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Commissioner Grimsley	Nay
Chairperson Meringer	Aye

Commissioner Cotera      Aye  
Commissioner Webster      Aye

The motion carried    6 Ayes            1 Nay

Petition to city of Avondale, Arizona  
RE: Case CU-07-3  
Tomas Paez Used Car Sales

We do NOT want a used car lot at 115 East Main in Avondale,  
Arizona.

Name Sylvia Cruz

Address 504 S. 3rd St.  
Avondale AZ 85323

Years in area 40 years

Signature Sylvia Cruz

Date 1-4-08



Petition to city of Avondale, Arizona

RE: Case CU-07-3

Tomas Paez Used Car Sales

We do NOT want a used car lot at 115 East Main in Avondale,  
Arizona.

Name Lorenzo Cruz

Address 504 S. 3rd St  
\_\_\_\_\_

Years in area 40 years

Signature L Cruz Sr.

Date 1-4-08



Petition to city of Avondale, Arizona  
RE: Case CU-07-3  
Tomas Paez Used Car Sales

We do NOT want a used car lot at 115 East Main in Avondale,  
Arizona.

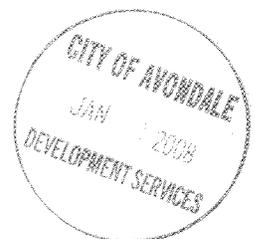
Name Soledad Cruz

Address 502 So. 3rd St.  
Avondale AZ - 85323

Years in area 42

Signature Soledad Cruz

Date 1-4-08



Petition to city of Avondale, Arizona

RE: Case CU-07-3

Tomas Paez Used Car Sales

We do NOT want a used car lot at 115 East Main in Avondale,  
Arizona.

Name SALVADOR G. CHOC SR.

Address 517 S. 7th St  
Avondale AZ 85323

Years in area 42

Signature Salvador Choc Sr.

Date 12-5-08



Petition to city of Avondale, Arizona  
RE: Case CU-07-3  
Tomas Paez Used Car Sales

We do NOT want a used car lot at 115 East Main in Avondale,  
Arizona.

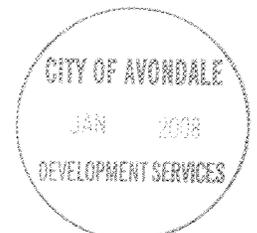
Name BEATRIZ P. CHAVAN

Address 12 E. LOCUST LN  
AVONDALE AZ 85323

Years in area 48 yrs

Signature Beatriz P Chavan

Date 1-07-08



Petition to city of Avondale, Arizona

RE: Case CU-07-3

Tomas Paez Used Car Sales

We do NOT want a used car lot at 115 East Main in Avondale,  
Arizona.

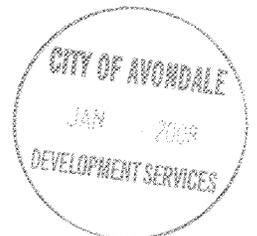
Name TERESA T CRUZ

Address 517 SO. 2nd street

Years in area 42 years

Signature Teresa T. Cruz

Date 1-05-08



Petition to city of Avondale, Arizona  
RE: Case CU-07-3  
Tomas Paez Used Car Sales

We do NOT want a used car lot at 115 East Main in Avondale,  
Arizona.

Name Lester Riter DDS

Address 123 E. Main  
Avondale, AZ

Years in area 20

Signature Lester Riter DDS

Date 01-04-2008

Petition to city of Avondale, Arizona

RE: Case CU-07-3

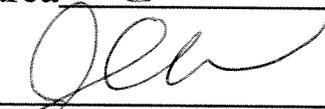
Tomas Paez Used Car Sales

We do NOT want a used car lot at 115 East Main in Avondale, Arizona.

Name John Weaver

Address 215 E. Main ST  
Avondale

Years in area 34

Signature 

Date 1-4-08

Petition to city of Avondale, Arizona

RE: Case CU-07-3

Tomas Paez Used Car Sales

We do NOT want a used car lot at 115 East Main in Avondale, Arizona.

Name Billie L. Young

Address 31 South Central Ave.  
Avondale, AZ 85323

Years in area 64

Signature Billie L. Young

Date 1-4-08