

CITY COUNCIL AGENDA

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

REGULAR MEETING
April 21, 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. AMENDED AND RESTATED EMPLOYMENT AGREEMENT - CITY MANAGER - CHARLIE MCCLENDON

Staff is requesting Council approval of the Amended and Restated Employment Agreement for the City Manager in accordance with the performance evaluation conducted by the Council. The Council will take appropriate action.

b. AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMEC EARTH AND ENVIRONMENTAL FOR THE HILL STREET WELL ABANDONMENT

Staff is requesting City Council approval of Amendment No. 1 to the Professional Services Agreement with AMEC Earth and Environmental, Inc., for additional engineering and construction management services associated with the abandonment of the Hill Street Well in an amount not to exceed \$11,307 for a revised total contract amount of \$50,000. The Council will take appropriate action.

c. DESIGN AND CONSTRUCTION AGREEMENT WITH SALT RIVER VALLEY WATER USERS ASSOCIATION (SRP) FOR INSTALLATION OF REPLACEMENT WELL 28 AT THE DEL RIO BOOSTER FACILITY

Staff is requesting that the City Council approve a Design and Construction Agreement with Salt River Valley Water Users Association (SRP) for the purpose of replacing an irrigation well with a new City well (Well 28) within the Del Rio Booster Facility in an amount not to exceed \$865,607. The Council will take appropriate action.

d. FINAL PLAT FOR FLEMING FARMS (FP-07-7)

Staff is requesting City Council approval of a request for final plat approval for Fleming Farms, 72.26 acres located at the southwest corner of Avondale Boulevard and Lower Buckeye Road. The Council will take appropriate action.

e. FINAL PLAT FOR FLEMING FARMS TRACT B (LOT 2) (FP-07-8)

The Council will consider a request to subdivide 49.82 acres into 147 single family residential lots, tracts "A" through "P" and create internal local public streets. The Council will take appropriate action.

f. MINOR LAND DIVISION - PARCELS D & E - THE GARDENS - ML-07-5

Staff is requesting approval of a minor land division of approximately 18 acres of land generally located at the northeast corner of 107th Avenue and McDowell Road. The council will take appropriate action.

g. RESOLUTION 2734-408 - AUTHORIZING COMMUNITY ACTION PROGRAM FY 2009 INTERGOVERNMENTAL AGREEMENT RENEWAL

The Council will consider a resolution authorizing the first of two renewals of an intergovernmental agreement with Maricopa County for a grant in the amount of \$116,762 to operate the Community Action Program (CAP) during Fy 2008-2009. The Council will take appropriate action.

h. RESOLUTION 2735-408 - IGA TO ADD ARIZONA CHILD PROTECTIVE SERVICES AS A PARTNER FOR THE REGIONAL FAMILY ADVOCACY CENTER

The Council will consider a resolution authorizing an intergovernmental agreement (IGA) with the cities of Avondale, Goodyear and Buckeye to establish a regional Family Advocacy Center (FAC). This IGA will add Arizona Child Protective Services (CPS) as a partner to the FAC. The Council will take appropriate action.

i. ORDINANCE 1301-408 - ENCANTO 66 ANNEXATION

The Council will consider an ordinance authorizing the annexation of 65.3 acres of land generally located at the southeast corner of Virginia Avenue and 119th Avenue. The Council will take appropriate action.

j. ORDINANCE 1303-408 - AUTHORIZING ACQUISITION OF WELL SITE 20 FROM D.R. HORTON, INC. – DIETZ-CRANE AT RIO CROSSING

City Council will consider an ordinance authorizing acquisition of Well Site 20 located at the northernmost tip of the City in the Rio Crossing subdivision at no cost. The Council will take appropriate action.

k. ORDINANCE 1304-408 - POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) FOR WELL SITE 21

The Council will consider an ordinance granting Salt River Project Agricultural Improvement and Power District (SRP) a Power Distribution Easement over a portion of the City's Well 21 production facility. The Council will take appropriate action.

4 PUBLIC HEARING AND RESOLUTION 2733-408 APPROVING THE CDBG ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION

The Council will hold a public hearing and consider adoption of Resolution No. 2733-408 approving the 2008/2009 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan updates the 2006-2009 Consolidated Plan and contains recommended allocations for 2008/2009 CDBG and HOME funds. The Council will take appropriate action.

5 CONSTRUCTION CONTRACT – ELLISON MILLS CONTRACTING, LLC - DYSART ROAD IMPROVEMENTS - VAN BUREN STREET TO MAIN

Staff is requesting that the City Council award a construction contract to Ellison Mills Contracting, LLC to replace an existing waterline and improve the existing roadway along Dysart Road between Main Street and Van Buren Street, in the amount of \$2,306,523.03. The Council will take appropriate action.

6 RESOLUTION 2736-408 AND ORDINANCE 1305-408 - AMENDING CHAPTERS 6 OF THE POLICY AND PROCEDURES MANUAL AND MAKING IT A PUBLIC RECORD

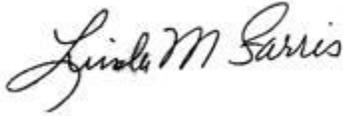
The Council will consider a resolution and an ordinance amending Chapter 6 (Employee Benefits) of the Personnel Policies and Procedures and making said document a public record. The Council will take appropriate action.

7 PUBLIC HEARING AND ORDINANCE 1302-408 FOR AVONDALE SPECTRUM REZONING (Z-07-10)

The Council will hold a public hearing and consider an ordinance rezoning from AG (Agricultural) to PAD (Planned Area Development) approximately 50 acres for a regional office park development located at the northwest corner of 119th Avenue and Corporate Drive. The Council will take appropriate action.

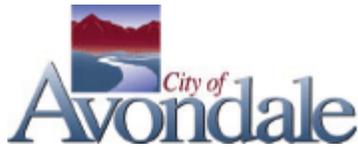
8 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Linda M Farris".

Linda Farris, CMC
City Clerk

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



CITY COUNCIL REPORT

SUBJECT:

Amended and Restated Employment Agreement - City Manager - Charlie McClendon

MEETING DATE:

April 21, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this agenda item is to request Council approval of the Amended and Restated Employment Agreement for the City Manager (the "Amended Agreement") in accordance with the performance evaluation conducted by the Council in executive session on April 7, 2008. As no concensus may be reached in executive session, the Amended Agreement is presented for your approval as part of the public agenda.

RECOMENDATION:

Staff recommends City council approval of the Amended and Restated Employment Agreement and approval of the recommended directives as discussed in the April 7, 2008 Council Executive session.

ATTACHMENTS:

Click to download

 [mcClendon 4.21.08 Amended and Restated Employment Agreement](#)

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into April 21, 2008, by and between the City of Avondale, an Arizona municipal corporation (the “City”) and Charles P. McClendon (“McClendon”).

RECITALS

A. The City desires to employ McClendon as City Manager of the City, as provided by the City Charter of the City of Avondale (the “Charter”).

B. It is the desire of the Council of the City of Avondale (the “City Council”) to provide certain benefits, to establish certain conditions of employment and to set working conditions for McClendon.

C. McClendon desires to accept employment as City Manager of the City.

D. The parties acknowledge that McClendon is a member of the International City/County Management Association (“ICMA”) and that McClendon is subject to the ICMA Code of Ethics.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the City and McClendon hereby agree as follows:

1. Duties. McClendon shall perform the functions and duties specified for the City Manager in the Charter and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until terminated by either the City or McClendon as set forth below. During the term of this Agreement McClendon shall be in the exclusive employ of the City and shall not accept other employment or carry out any other business except that of the position of the City Manager.

3. Termination. This Agreement may be terminated by the City with or without cause at any time, subject only to the severance provisions set forth in Subsection 3(b) below. McClendon may terminate this Agreement at any time, with or without cause, upon not less than 30 days written notice to the City Council.

a. Severance With Cause. If the City Council terminates this Agreement with cause, no severance pay will be paid to McClendon. For the purposes of this Agreement, “with cause” shall mean that the City Council, at a duly posted public meeting, has determined

that McClendon has (i) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of his employment when specifically directed to do so by a majority of the City Council at a duly posted public meeting, (ii) been incarcerated and charged with a felony as defined in Arizona Revised Statutes (the City Council may choose to suspend McClendon with pay during the pendency of any such prosecution), (iii) either in his personal or professional capacity, severely damaged the reputation of the City or the City Council or otherwise substantially impaired the City's ability to maintain or attract businesses, (iv) materially failed to perform a significant portion of his duties as the City Manager as set forth in this Agreement or (v) caused or allowed any practice, activity, decision or organizational circumstance which is either illegal, immoral, imprudent or in violation of the ICMA Code of Ethics.

b. Severance Without Cause. In the event the City Council terminates this Agreement without cause, McClendon shall be entitled to severance pay in an amount equal to six months of his annual base salary at the time of such termination. Beginning after McClendon's fifth year of consecutive employment with the City, such severance amount shall be increased by one month for each completed year of service to the City, up to a maximum of twelve months. Payment of any such severance shall be contingent upon (i) McClendon providing the City with a standard release agreement which releases all claims McClendon may have against the City relating to his employment and (ii) McClendon making himself reasonably available as needed by the City for consulting purposes for a period of time equal to the number of months of severance paid.

c. Voluntary Resignation. In the event McClendon voluntarily terminates this Agreement in accordance with Section 3 above, he shall not be entitled to severance pay.

4. Suspension. If the City Council has made a determination that "for cause" termination is appropriate as set forth in Section 4 above, the City Council may, in its sole discretion, as an alternative to termination, suspend McClendon with or without pay for a period of up to 30 days.

5. Disability. If McClendon is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued sick leave, the City shall have the option to terminate this Agreement; provided, the City shall pay the full amount of severance pay set forth in Section 5 above.

6. Compensation.

a. Salary. The City agrees to pay McClendon a base salary of \$175,032.00 for fiscal year 2007-08 for his services rendered pursuant to this Agreement, payable in installments at the same time as other management employees of the City are paid. McClendon's base salary shall be increased in fiscal year 2008-09 by the same percentage amount approved for other Avondale employees as a merit increase, if any, by the City Council as part of the City's fiscal year 2008-09 budget. The City may adjust McClendon's base salary annually thereafter, such approval to be included as part of the City Council's adoption of the City's annual budget. The City shall adjust McClendon's other benefits, except for the deferred

compensation contribution set forth in Section 14 below, in such amounts as are generally provided other City employees.

b. Disability, Health and Life Insurance. The City agrees to provide life, accident, sickness, disability income benefits, major medical, hospitalization, surgical and comprehensive medical insurance in the same manner and at the same benefit level as is generally provided to all the City employees.

c. Retirement and Deferred Compensation. McClendon is presently enrolled in the Arizona State Retirement system and shall continue to receive the same benefits and make the same contributions as other enrolled members. In addition to any amounts contributed by McClendon, the City shall contribute an amount equal to the maximum annual amount that McClendon may be entitled to contribute into his existing ICMA-RC 457 plan account (any catch-up amounts permitted by the plan shall be made separately by McClendon). Such contributions shall be in 26 equal bi-monthly installments. The City further agrees to transfer ownership of McClendon's ICMA-RC 457 plan to any succeeding employer in the event of McClendon's termination from the City, for any reason.

d. Cellular Telephone Stipend. In the event the City Council adopts a policy allowing for a monthly stipend for cellular telephones for any City employee, the City shall pay McClendon a monthly amount for a cellular telephone consistent with other management employees of the City and according to the City's then-current policy.

e. Automobile Stipend. The City shall pay McClendon \$600 per month as an automobile stipend.

f. Vacation, Sick and Military Leave. McClendon shall carry over all accrued and unused vacation and sick leave earned during his tenure as Assistant City Manager for the City. McClendon shall accrue (a) vacation hours at the rate of 160 hours per year, with 80 hours being eligible for carry over from fiscal year to fiscal year; provided, that not more than 240 hours may be accumulated at any time and (b) sick leave at the same rate as granted other employees. McClendon shall be entitled to military reserve leave time pursuant to state law and the City policy. McClendon shall be compensated for unused vacation and sick leave upon termination according to the provisions of the City's then-current personnel rules relating thereto.

7. Performance Evaluation. The City Council shall annually review and evaluate McClendon's performance as far in advance of the adoption of the annual operating budget as practicable, but not later than April 30. McClendon's review and evaluation shall be based upon the following: (a) success at fulfilling the reasonably achievable goals and performance objectives set forth by the City Council in its annual goal-setting retreat; (b) personnel management, including overall management style and ability to lead and direct staff and ability to supervise department heads, but specifically excluding any evaluation of McClendon's hiring and firing decisions with respect to individual staff members; (c) obtainment of additional, reasonably achievable policy objectives and goals as set forth by a majority of the City Council at a public meeting; provided, however, that such goals and objectives are generally obtainable within the time allowed and within the limitations of the annual budget; and (d) professionalism,

including manner of addressing the City Council, preparation of Council agendas and supporting material and preparation and management of the annual budget.

8. Hours of Work. The City Council recognizes that McClendon is a salaried employee and must devote a great deal of time beyond the normal office hours to business of the City and, to that end, McClendon will be allowed to take reasonable time off as he shall deem appropriate during said normal office hours.

9. Dues and Subscriptions. The City agrees to budget for and to pay for McClendon's professional dues and subscriptions necessary for his continuation and full participation in national, regional, state and local associations and organizations of which he is currently a member or expected to be a member because of his position as City Manager, and for other necessary and desirable expenses for his continued professional participation, growth, and advancement, and for the good of the City, as the City Council deems appropriate.

10. Professional Development.

a. Professional Associations. The City hereby agrees to budget for and to pay for McClendon's travel expenses of professional and official travel, meetings, and occasions it deems necessary to continue his professional development and to adequately pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the League of Arizona Cities and Towns, and such other national, regional, state, and local governmental groups and committees thereof on which McClendon serves as a member.

b. Continuing Education. The City also agrees to budget for and to pay for McClendon's travel expenses for short courses, institutes and seminars that it deems necessary for his professional development and for the good of the City.

11. General Expenses. The City (a) recognizes that certain expenses of a non-personal and generally job-affiliated nature are periodically incurred by McClendon, (b) agrees to reimburse or to pay said general expenses and (c) authorizes the Financial Services Director or authorized designee to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

12. Civic Club Membership. The City recognizes the desirability of representation in and before local civic and other organizations, and McClendon is authorized to become a member of such civic clubs or organizations the City Council deems necessary and for which the City shall pay all expenses. McClendon shall report to the City on each membership that he has taken out at the City's expense.

13. Indemnification. In addition to that required under state and local law, the City shall defend, save harmless, and indemnify McClendon from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of McClendon's duties as prescribed by the Charter or separate directions of the City Council.

14. Bonding. The City shall bear the full cost of any fidelity or other bonds required of McClendon under any law or ordinance.

15. No Reduction of Benefits. The City shall not, at any time during the term of this Agreement, reduce McClendon's salary, compensation or other financial benefits.

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

If to the City: City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323-6809
Attn: Mayor

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

If to McClendon: Charles P. McClendon
10350 West McDowell Road, #3188
Avondale, Arizona 85323

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

17. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or McClendon of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

18. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the

other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

19. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

20. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

21. Time of the Essence. Time is of the essence in this Agreement.

22. Assignment. This Agreement may not be assigned, in whole or in part.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

24. Amendment. No amendment or waiver of any provision in this Agreement will be binding (a) on the City unless and until it has been approved by the City Council and has become effective or (b) on McClendon unless and until it has been executed by McClendon or his authorized representative.

25. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

26. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

27. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The City and its City Council shall not unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

“McClendon”

“City”

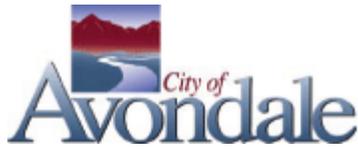
CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon

By: _____
Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk



CITY COUNCIL REPORT

SUBJECT:

Amendment No. 1 to the Professional Services Agreement with AMEC Earth and Environmental for the Hill Street Well Abandonment

MEETING DATE:

April 21, 2008

TO: Mayor and Council
FROM: Wayne Janis, Water Resources Director (623)333-4444
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 1 to the Professional Services Agreement with AMEC Earth and Environmental, Inc., for additional engineering and construction management services associated with the abandonment of the Hill Street Well in an amount not to exceed \$11,307 for a revised total contract amount of \$50,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Well 2, located approximately 120 feet east of 1st Street on the south side of Hill Street, was originally constructed in 1953, and supplied a 100,000 gallon reservoir, with a 500 gallons-per-minute booster facility. The well was taken out of service in 1991 due to nitrate levels in excess of the maximum contaminate level and high total dissolved solids. In 2003 staff investigated re-drilling and determined that poor water quality and the age of the booster facilities rendered the replacement of the facilities economically unfeasible.

The reservoir and booster facilities were demolished and removed from the site in 2006. On April 20, 2007 the City Manager authorized a Professional Service Agreement with AMEC Earth and Environmental to abandon the Hill Street well (Well 2). AMEC coordinated with ADEQ and ADWR to ensure the well was abandoned in accordance with current regulations. Additional requirements were placed on the well abandonment by ADEQ due to the proximity of the well to the Western Ave. Groundwater Contamination Plume and the Superfund site at the Phoenix Goodyear Airport.

DISCUSSION:

The key to an effective well abandonment is to ensure no vertical movement of water can occur from one aquifer to another once the abandonment process is complete. Prior to abandoning Well No. 2, contractors were required to brush and bail the well in an attempt to open well perforations. This is necessary so when cement is injected into the well, the concrete has an opportunity to move outward from the well casing via the well casing perforations, thus eliminating any vertical water movement. Additional cement, above what was originally calculated, was required in the abandonment process due to the movement of cement out of the well casing through the casing perforations. This contract ammendment will authorize payment to the consultant for the additional cement used during the abandonment process. The final well abandonment report has been submitted to ADEQ/ADWR and approval from these regulatory agencies is pending.

BUDGETARY IMPACT:

Funding for this project is available in the Water Production Operation and Maintenance Budget (Line Item No. 501-9122-00-7990).

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with AMEC Earth and Environmental, Inc., for additional engineering and construction management services associated with the abandonment of the Hill Street Well in an amount not to exceed \$11,307 for a revised total contract amount of \$50,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Amendment No. 1](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of March 18, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and AMEC Earth & Environmental, Inc., a Nevada corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated April 20, 2007, to complete the abandonment of Well 55-608732 (the "Agreement").

B. The City has determined that additional services are needed with respect to the project (the "Additional Services").

C. The City and the Consultant desire to amend the Agreement to provide for the Additional Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement shall be extended by 305 days from June 30, 2007, until April 30, 2008.

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

3. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than \$11,307.00 from \$38,693.00 to \$50,000.00 as consideration for the Additional Services as more particularly set forth in Exhibit A.

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

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

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

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Consultant”

AMEC EARTH & ENVIRONMENTAL,
INC., a Nevada corporation

By:  _____

Name: MISAEL CABRERA

Title: UNIT MANAGER

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on March 18, 2008,
by Misael Cabrera as Unit Manager of AMEC EARTH &
ENVIRONMENTAL, INC., a Nevada corporation, on behalf of the corporation.

Diane R. Miller
Notary Public in and for the State of Arizona

My Commission Expires:

Sept 7, 2008

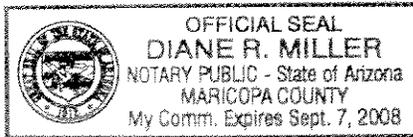


EXHIBIT A
TO
FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

[Scope and Fee Proposal]

See following page.



MEMORANDUM/FACSIMILE TRANSMITTAL

AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284-1016
Phone: (480) 940-2320
Fax Number: (480) 785-0970

TO: Mr. Steve Ruppenthal
COMPANY: City of Avondale
FAX NUMBER: (623) 333-0440
PHONE NUMBER: (623) 333-4433
SENDER: Adam M. Smith

DATE: January 25, 2008

RE: PROJECT SCOPE/BUDGET CHANGE CONFIRMATION

This transmission is intended only for the Addressee. It may contain privileged or confidential information. Any unauthorized disclosure is strictly prohibited. If you have received this transmission in error, please notify us immediately (collect) so that we may correct our transmission. Please then destroy the original. Thank you.

PROJECT/BUDGET SUMMARY INFORMATION:

Table with 2 columns: Project Information and Financial Summary. Rows include Project No., Project Name, Original Proposal No., Original Contract/P.O. No., Originally Authorized Amount, Remaining Budget Balance, Additional Funds Needed, and Total Authorized Amount.

In order to provide confirmation of this authorized service or change in scope and/or cost of our services, please have the appropriate authority sign and date this form and return it to us. Thank you.

DESCRIPTION OF CHANGE:

Excess cement installed during the abandonment activities of City of Avondale Well No. 2, located at 1st Avenue and Hill Road (ADWR #55-608732) by Weber Group, Inc. The additional cement used by Weber Group will have no mark-up applied.

SUBMITTED BY: AMEC EARTH & ENVIRONMENTAL, INC. Adam M. Smith

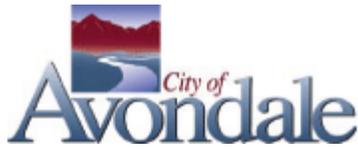
PROJECT MANAGER [Signature] 3/18/08 SIGNATURE AND DATE

Misael Cabrera, P.E. ENVIRONMENTAL UNIT MANAGER [Signature] 3/19/08 SIGNATURE AND DATE

AUTHORIZED BY: CITY OF AVONDALE, Water Resources Dept. Steve Ruppenthal

NAME AND TITLE

SIGNATURE AND DATE



CITY COUNCIL REPORT

SUBJECT:

Design and Construction Agreement with Salt River Valley Water Users Association (SRP) for Installation of Replacement Well 28 at the Del Rio Booster Facility

MEETING DATE:

April 21, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Design and Construction Agreement with Salt River Valley Water Users Association (SRP) for the purpose of replacing an irrigation well with a new City well (Well 28) within the Del Rio Booster Facility in an amount not to exceed \$865,607, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The 2005 Water Master Plan confirmed the need for the development of the Del Rio Ranch Reservoir and Booster Pump Station Improvement Project (Del Rio Water Facility) which will ultimately include 7.0 million gallons (MG) of storage and a booster pump station with the capacity of 12,000 gallons per minute (gpm). The first phase, the construction of a 3.5 MG reservoir and a booster pump station with a capacity of 8,000 gpm, will be completed in June 2008. Additional storage and pumping capacity will be installed in fiscal year 2011-2012 or as demand requires. The initial water source for the Del Rio Water Facility will be Well 21 at the SEC of Durango Street and El Mirage Road. City Council authorized the construction of Well 21 on December 17, 2007. A second well (Well 28), being planned in conjunction with SRP, will be sited within the booster facility. The Water Master Plan recommends developing additional wells to supply the Del Rio Water Facility as the property to the south of Lower Buckeye is converted from agricultural to urban uses.

DISCUSSION:

There is an existing SRP irrigation well adjacent to the Del Rio Booster Facility. As specified by an agreement between SRP and the Developer, the irrigation well was to be abandoned and the well property conveyed to the developer. Realizing the need for additional water supplies for the Del Rio Booster Facility, staff negotiated an agreement which allows the irrigation well to be relocated/redrilled within the booster facility. Under the terms of the agreement SRP will, with input from staff, design, drill and operate the replacement well to meet municipal drinking water standards. This agreement is similar to the existing agreement the City has with SRP regarding the operation of paired Well 17, which is located at the Northeast Booster Station (107th Ave., north of Thomas Rd.). The well will be constructed to allow water to be pumped directly into the 3.5 million gallon reservoir, and be controlled by the booster facility SCADA system. Some benefits to this project include:

- SRP pays electric expense to bring the water to ground surface.
- SRP is responsible for pump maintenance and replacements.
- SRP is responsible for well maintenance.
- SRP is responsible for pump testing.

The City will pay SRP for electrical cost associated with pumping the well water from ground surface to the reservoir. The cost for the water will be mandated by the Water Delivery and Use Agreement (WDUA). Currently, the City pays \$10 per acre feet for water supplies delivered to the recharge facility and/or water

distribution facilities.

BUDGETARY IMPACT:

Funding for this project is available in the Water CIP WA1141, SRP paired well at 119th and Whyman (Line Item No. 514-1141-00-8520).

RECOMENDATION:

Staff recommends that the City Council approve a Design and Construction Agreement with Salt River Valley Water Users Association (SRP) for the purpose of replacing an irrigation well with a new City well (Well 28) within the Del Rio Booster Facility in an amount not to exceed \$865,607, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Design and construction agreement](#)



DESIGN AND CONSTRUCTION AGREEMENT

This Agreement for construction, modification or relocation of facilities (hereinafter AGREEMENT), is entered into this 15th day of December 2007, by and between the Salt River Valley Water Users' Association (hereinafter ASSOCIATION), and City of Avondale (hereinafter Customer).

WHEREAS, Customer has deemed it necessary or desirable that ASSOCIATION accommodate certain development or other needs of Customer and recognizes that ASSOCIATION is best capable of providing such accommodation, AND;

WHEREAS, ASSOCIATION is capable of providing such accommodation, using its own employees and equipment, unless otherwise provided herein.

THEREFORE, in consideration of the matters described herein and of the mutual benefits and obligations set forth herein, ASSOCIATION and Customer agree as follows:

- 1) ASSOCIATION shall perform the work and services more particularly described in the SCOPE OF WORK (EXHIBIT A), attached hereto, and by this reference incorporated herein.
- 2) ASSOCIATION shall complete the work and services described in EXHIBIT A in a timely manner. In the event ASSOCIATION is delayed in completing the Scope of Work due to acts of God, fire, flood, labor disputes or any other factor beyond the reasonable control of ASSOCIATION, the time for completion shall be extended for a period of time commensurate with the delay so caused.
- 3) ASSOCIATION shall maintain all relevant and applicable insurance coverage's, through its self insurance program or supplementary contracts of insurance it deems necessary.
- 4) ASSOCIATION shall at all times comply with laws applicable to performance hereunder, including acquisition of permits, licenses or other approvals.
- 5) The estimated cost for completing the Scope of Work is \$865,607, however, Customer shall reimburse ASSOCIATION for actual costs incurred in the performance and completion of the work and services described in EXHIBIT A. Payment to ASSOCIATION shall be in accordance with the terms set forth in EXHIBIT B, attached hereto, and by this reference incorporated herein.
- 6) Neither ASSOCIATION nor Customer shall have the right to assign any rights or interest created herein.
- 7) This AGREEMENT shall be governed in all respects by the laws of the state of Arizona.
- 8) Customer shall indemnify and hold harmless ASSOCIATION from liability resulting from or arising out of ASSOCIATION's performance hereunder, whether such liability is for property damage, personal injury or death, unless such liability is attributed to ASSOCIATION's sole, exclusive negligence or willful action. Further, Customer shall release ASSOCIATION from any of its claims related to ASSOCIATION's performance hereunder, unless such claim results from ASSOCIATION's sole, exclusive negligence or willful action.
- 9) In the event of termination of this Agreement prior to the completion of the Scope of Services, Customer shall reimburse ASSOCIATION for the actual cost it incurred to the effective date of such termination, and, if completion of the Scope of Work is essential to restore ASSOCIATION's ability to operate facilities affected by the unfinished Scope of Work, Customer shall reimburse ASSOCIATION in accordance with paragraph 5 herein.
- 10) This Agreement shall constitute the entire agreement between the parties hereto, and any prior or contemporaneous understanding or representation shall not be binding upon either party hereto.

In witness, each party has caused the execution of this Agreement by the undersigned, who is vested with authority to bind such party to the terms and conditions herein.

SALT RIVER VALLEY WATER
USERS' ASSOCIATION:

CITY OF AVONDALE:

By: _____
(please print name)

By: _____
(Please print name)

Signature: _____

Signature: _____

Date: _____

Date: _____

ATTEST:

Linda M. Farris, City Clerk

EXHIBIT “A”

Scope of work to connect well site 0.5W-03.3N to the City of Avondale

ASSOCIATION will provide the following as part of this agreement:

1. All design, construction and project management services to make the new well operational.
2. Coordinate well and site design with the City of Avondale.
3. Contract with a licensed well driller to drill a reverse rotary well.
4. New well about 750 feet deep with 20-inch diameter casing.
5. Well casing shall be Roscoe Moss High Strength Low Alloy (HSLA) steel.
6. Old existing well site facilities will be abandoned under this project.
7. Underground, single-source primary power for new well site.
8. No auxiliary power is planned by the ASSOCIATION at the well site.
9. Electrical motor and starter designed at 300 HP.
10. Standard electric starter and electric service with the ASSOCIATION’S SCADA equipment in accordance with the WDUA.
11. 12” x 20’ column pipe sections.
12. Two ASSOCIATION owned Endress-Hausser Pro-Mag 53 Magnetic flow meters. Only one meter to be purchased by the City of Avondale.
13. 12” discharge piping into the ASSOCIATION and City of Avondale system designed and installed in accordance with manufacturer specifications for accurate water flow capacity measurements.
14. Motorized waste valve for blow-off into the ASSOCIATION system upon start up.
15. An 1800 RPM vertical turbine pump with oil lubricated line shaft.
16. There will be no on site chlorination equipment.
17. The ASSOCIATION’s equipment shall be designed to provide for the following the City of Avondale SCADA requirements:
 - a. Remote start/stop
 - b. Analog and accumulator for all Magnetic flow meters
 - c. Rising stem gate valve positions indications
 - d. Waste valve open indication
 - e. Water level analog indication
 - f. Discharge pipe pressure analog indication
 - g. Emergency stop indication
 - h. Pump running indication
 - i. Site in City of Avondale mode
 - j. Phase failure/overload indication

The City of Avondale shall provide the following as part of this agreement:

1. A letter of request of connection to the new well as described in Exhibit 12.1, under Policy, item 2 in the WDUA.
2. A 100’ x 150’ temporary construction easement or similar for the purpose of drilling the well. The location of the 100’ x 150’ area shall be coordinated with the ASSOCIATION. This area shall be dedicated exclusively to well drilling activities while the ASSOCIATION’s well drilling contractor is on site.
3. Title to a 50’ x 50’ portion of property inclusive of the new well. The ASSOCIATION will in turn provide the City of Avondale with the title of the old well site 50’ x 50’ property.
4. The City of Avondale shall grant the ASSOCIATION all necessary utility and ingress/egress easements and permits as requested by the ASSOCIATION to safely and reasonably operate and maintain the well site facility for the entire life of the well.
5. Design and construction of curb cut, concrete drive, and 20’ drive gate for ingress/egress to the ASSOCIATION well.
6. Security/temporary fencing and access to the well site area until a permanent fence with access is completed.

- 7.** An 8 foot high fence around the well site or larger City of Avondale facility as coordinated with the ASSOCIATION.
- 8.** Provide the ASSOCIATION card and/or keyed access to the Del Rio City of Avondale facility similar to the access arrangement at the City of Avondale's NE Booster Station facility.
- 9.** The City of Avondale shall be responsible for any electric meter, equipment, and power supply cost required to operate the City of Avondale owned equipment associated with the well and well site operation.
- 10.** The required County approvals and any other permit(s) associated with using the well for a municipal source.
- 11.** The required permit(s) for site drainage for the entire City of Avondale site, inclusive of the well site.



EXHIBIT "B"
Cost Summary

File No. RC-07010

RC-07010

Relocation of the ASSOCIATION well site facility 0.5W-3.3N

The City of Avondale shall reimburse the ASSOCIATION for actual costs in the performance and completion of the work and services for this project. An estimate of these anticipated costs is outlined below.

SECTION I - ASSOCIATION Groundwater Design

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Discounts	Net Bid
1.	Design/Draft Civil, Mechanical & Electrical	LS	1	28,572.00	28,572.00	-	28,572.00
SECTION I TOTALS					\$28,572.00	\$0	\$28,572.00

SECTION II - ASSOCIATION Well Site Construction

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Discounts	Net Bid
1.	Electrical & SCADA	LS	1	71,715.00	71,715.00	-	71,715.00
2.	Mechanical	LS	1	41,600.00	41,600.00	-	41,600.00
3.	Site work	LS	1	45,126.00	45,126.00	-	45,126.00
4.	Discharge Structure and Pipe	LS	1	47,727.00	47,727.00	-	47,727.00
5.	Demolition	LS	1	40,288.00	40,288.00	-	40,288.00
SECTION II TOTALS					\$246,456.00		\$246,456.00

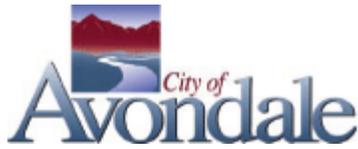
SECTION III – Well Drilling Contractor and Misc

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Discounts	Net Bid
1.	Drilling Contractor	LS	1	445,157.00	445,157.00	-49,700.00	395,457.00
2.	Geophysical Logging	LS	1	3000.00	3000.00	-	3000.00
3.	Gyro/TV/WQ Lab/Supervision	LS	1	22,000.00	22,000.00	-7,100.00	14,900.00
4.	Well Abandonment	LS	1	25,000.00	25,000.00	-	25,000.00
SECTION III TOTALS					\$386,930.00	\$0	\$438,357.00

SECTION IV - ASSOCIATION Power

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Discounts	Net Bid
1.	Primary Power To Well Site Transformer	LS	1	43,265.00	43,265.00	-	43,265.00
SECTION IV TOTALS					\$0	\$0	\$43,265.00

Summary:	SECTION I - Items by ASSOCIATION	\$28,572.00
	SECTION II - Items by ASSOCIATION	\$246,456.00
	SECTION III - Items by Drilling Contractor, Misc	\$438,357.00
	SECTION IV - ASSOCIATION Power separate agreement	\$43,265.00
	Sub Total	\$756,650.00
	Contingency 10%	\$75,665.00
	Total Estimate	\$832,315.00
	A&G 4%	\$33,292.60
	Total Estimate	\$865,607.60



DEVELOPMENT SERVICES

SUBJECT:
Final Plat for Fleming Farms (FP-07-7)

MEETING DATE:
April 21, 2008

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

REQUEST: Final plat approval for Fleming Farms
PARCEL SIZE: 72.26 acres
LOCATION: SWC Avondale Boulevard and Lower Buckeye Road
APPLICANT: Phillip Allred, M2 Group
OWNER: Avondale & L. Buckeye, LLC

SUMMARY OF REQUEST:

A request to plat a property totaling 72.26 gross acres into two lots. Lot 1 will be 16.63 acres; Lot 2 will be 49.82 acres; 5.81 acres is being dedicated as right-of-way along Avondale Boulevard and Lower Buckeye Road.

Fleming Farms, zoned Planned Area Development (PAD), (case Z-05-18, Ordinance 1999-906) has an approved preliminary plat (case PP-06-1). Proposed Lot 1 is located at the SWC of Avondale Boulevard and Lower Buckeye Road and corresponds to the commercial portion of the PAD. Proposed Lot 2 is located south and west of Lot 1 and corresponds to the residential portion of the PAD.

The applicant will follow this plat with another that further subdivides Lot 2 into residential lots (case FP-07-8 Fleming Farms Tract B [Lot 2]).

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

- The proposed plat will subdivide the 72.26 acre parent property into two Lots. In addition to creating two lots, the developer will dedicate right-of-way to the City for Avondale Boulevard 65-foot half street and Lower Buckeye Road 55-foot half street plus additional right-of-way for bus bays, turn lanes, deceleration lanes and traffic signal location.
- Approval of the plat will allow the property owner to sell the lots as well as dedicate right-of-way.
- The lot lines and right-of-way dedication conform to the approved Fleming Farms PAD (case Z-05-18) and preliminary plat (case PP-06-1).
- The approved right-of-way complies with the City Transportation Plan and traffic requirement.
- Additional right-of-way may be required at the time of site plan approval for Lot 1, the commercial portion, because the need for deceleration lanes, turn lanes and driveway locations could not be determined at this time without an approved site plan and traffic study.
- Staff has included three stipulation of approval.

FINDINGS:

The proposed final plat 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.
- It conforms to the Fleming Farms PAD (case Z-05-18, Ordinance 1999-906) and preliminary plat (case PP-06-1).

RECOMMENDATION:

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

1. The recorded plat shall conform to the Final Plat in the City of Avondale Development Services Department date stamped March 7, 2008.
2. Ground water rights shall be conveyed to the City of Avondale prior to issuance of the first building permit.
3. The developer shall pay twenty-five (25) percent of the cost of signalization of the intersection of Avondale Boulevard and Lower Buckeye Road, per Ordinance 1999-906.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application FP-07-7, a request for final plat approval for Fleming Farms, subject to the three stipulation recommended by staff.

ATTACHMENTS:

[Click to download](#)

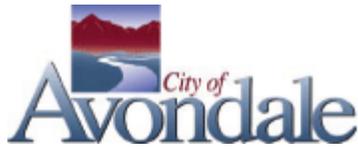
No Attachments Available

FULL SIZE COPIES (Council Only):

Fleming Farms Final Plat

PROJECT MANAGER:

Eric Morgan, Planner II



DEVELOPMENT SERVICES

SUBJECT:
Final Plat for Fleming Farms Tract B (Lot 2) (FP-07-8)

MEETING DATE:
April 21, 2008

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

REQUEST: Final plat approval for Fleming Farms Tract B (Lot 2)

PARCEL SIZE: 49.82 acres

LOCATION: SW of the SWC Avondale Boulevard and Lower Buckeye Road

APPLICANT: Phillip Allred, M2 Group

OWNER: Avondale & L. Buckeye, LLC

SUMMARY OF REQUEST:

A request to subdivide 49.82 acres into 147 single family residential lots, tracts "A" through "P" and create internal local public streets. The tracts will serve as on-site stormwater detention and recreation areas for the Fleming Farms development.

Fleming Farms, zoned Planned Area Development (PAD), under case Z-05-18, (Ordinance 1999-906) has an approved preliminary plat (case PP-06-1). The 49.82 acres represents the residential portion of the Fleming Farms PAD.

This request is subject to the approval of FP-07-7 Fleming Farms final plat request to subdivide the entire parent property 76.26 acres into two lots and right-of-way. If FP-07-7 was not approved, FP-07-8 should not be approved.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

- The proposed plat will subdivide Lot 2 Fleming Farms into 147 lots and tracts A through P. Right-of-way is dedicated for internal local streets that meets all City requirements. Right-of-way for perimeter streets was previously dedicated with FP-07-7 Fleming Farms.
- Approval of the plat will allow the property owner to sell the lots, install infrastructure and begin acquiring building permits.
- The streets and boundaries of the lots and tracts conform to the approved Fleming Farms PAD (case Z-05-18) and Preliminary Plat (case PP-06-1).
- Staff has included three stipulation of approval.

FINDINGS:

The proposed final plat 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.
- It conforms to the Fleming Farms PAD (case Z-05-18, Ordinance 1999-906) and Preliminary Plat (case PP-06-1).

RECOMMENDATION:

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

1. The recorded plat shall conform to the Final Plat in the City of Avondale Development Services Department date stamped April 11, 2008.
2. Ground water rights shall be conveyed to the City of Avondale prior to issuance of the first building permit.
3. The developer shall pay twenty-five (25) percent of the cost of signalization of the intersection of Avondale Boulevard and Lower Buckeye Road, per Ordinance 1999-906.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application FP-07-8, a request for final plat approval for Fleming Farms, subject to the three stipulations recommended by staff.

ATTACHMENTS:

[Click to download](#)

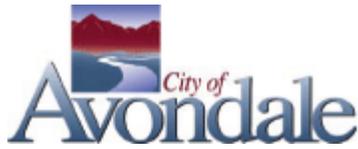
No Attachments Available

FULL SIZE COPIES (Council Only):

Fleming Farms Final Plat Tract B (Lot 2)

PROJECT MANAGER:

Eric Morgan, Planner II



DEVELOPMENT SERVICES

SUBJECT:
Minor Land Division - Parcels D & E - The Gardens -
ML-07-5

MEETING DATE:
April 21, 2008

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

REQUEST: 1) Request for approval of a Minor Land Division for Parcels D & E (The Gardens)
2) Dedication of right-of-way on 107th Avenue and McDowell Road

PARCEL SIZE: Approximately 18 acres

LOCATION: NEC 107th Avenue and McDowell Road

APPLICANT: Brian Bartishell, Standage & Associates

OWNER: First Allegheny Avondale, LLC

SUMMARY OF REQUEST:

A request to subdivide a property totaling approximately 18 acres into two parcels. Parcel 1 will be 7.002 acres; Parcel 2 will be 10.983 acres. Parcel 2 is composed of existing Parcels D and E, which will be combined to create Parcel 2. In addition to creating two parcels, the developer is dedicating right-of-way on 107th Avenue and McDowell Road to the City.

The site has an approved site plan for an office complex on Parcel 2 (Harbor Shores Executive Park) and a garage storage facility on Parcel 1 (Garage Town) as case DR-07-5 Harbor Shores Executive Park. Parcel 1 has an approved Conditional Use Permit for a storage facility under case CU-07-2.

PLANNING COMMISSION ACTION:

The Planning Commission does not review minor land divisions.

ANALYSIS:

- The proposed minor land division will subdivide the 17.985 acre parent parcels into two parcels. In addition to creating two parcels, the developer will dedicate right-of-way to the City for 107th Avenue and McDowell Road half streets.
- Minor land divisions are typically approved administratively. However, right-of-way cannot be accepted without City Council review and approval.
- Approval of the minor land division will allow the property owner to sell the parcels for the development of Harbor Shores Executive Park and Garage Town, as well as dedicate right-of-way.
- The parcel line and right-of-way dedication conform to the approved site plan for this site (Harbor Shores Executive Park, case DR-07-5), comprising of right-of-way for turn lanes, deceleration lanes and a bus bay. The Public Utility Easement (PUE) has been relocated and rededicated to conform to the new property line abutting 107th Avenue and McDowell Road.
- Staff has included one stipulation of approval.

FINDINGS:

The proposed minor land division meets the following findings:

- It conforms to the Avondale General Plan.
- It conforms to the Freeway Corridor Specific Plan.
- It conforms to the Avondale Zoning Ordinance.
- It conforms to the City's Subdivision Regulations.
- It conforms to the approved site plan DR-07-5 Harbor Shores Executive Park.

RECOMMENDATION:

Staff recommends that the City Council APPROVE the minor land division subject to the following stipulation:

1. The recorded map shall conform to the Minor Land Division Map in the City of Avondale Development Services Department date stamped April 8, 2008.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application ML-07-5, a request for minor land division approval for Parcels D & E (The Gardens), subject to one stipulation recommended by staff.

ATTACHMENTS:

[Click to download](#)

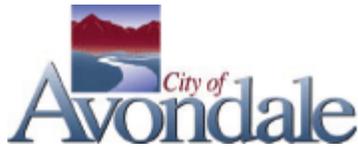
No Attachments Available

FULL SIZE COPIES (Council Only):

Parcels D & E "The Gardens" minor land division map

PROJECT MANAGER:

Eric Morgan, Planner II



CITY COUNCIL REPORT

SUBJECT:

Resolution 2734-408 - Authorizing Community Action Program FY 2009 Intergovernmental Agreement Renewal

MEETING DATE:

April 21, 2008

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the first of two renewals to an Intergovernmental Agreement with the Maricopa County Board of Supervisors for a grant in the amount of \$116,762 to operate the Community Action Program (CAP) during FY 2008-2009.

BACKGROUND:

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

DISCUSSION:

Currently the Maricopa County Human Services Department funding of the Avondale Community Action Program comes from the Social Services Block Grant (SSBG), Temporary Assistance to Needy Families (TANF), and the Community Services Block Grant (CSBG). Utility assistance and weatherization assistance is available through the Low Income Home Energy Assistance Program (LIHEAP) and the Weatherization Program.

The projected number of individuals who will receive Community Action Program services during FY 2007-2008 is 5,319. It is anticipated that service levels for FY 2008-2009 will remain consistent.

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

In addition to traditional Community Action Program services, residents of Avondale receive services and resources from the Financially FIT (Freedom to Invest in Tomorrow) program and the Avondale Young Families program. The Financially FIT program provides matching funds for first time homeowners, financial training, and support and education to pregnant and parenting adolescents in the service area. In addition, staff work closely with the Code Enforcement Division to provide assistance when a family is unable to pay for improvements required to come into compliance with the International Property Maintenance Ordinance.

By receiving assistance, referrals, case management services, and other outreach services Avondale families have been able to avoid homelessness, resolve personal crises, learn budgeting skills, improve the physical

condition of their homes, avoid hunger, receive employment and education resources, and go on to establish and maintain self-sufficiency. This level of service provision has strengthened the quality of life of Avondale residents.

BUDGETARY IMPACT:

The proposed budget for the Community Action Program for FY 2008-2009 is \$333,960. This amount includes \$116,762 from the Maricopa County Board of Supervisors, \$19,300 from the City of Goodyear, and \$197,898 from the City of Avondale's General Fund. The Community Action Program has received funding in the past several years from Maricopa County in the form of mini-grants, while no mini-grants are available from Maricopa County during FY 2009, general operating funding has increased by more than \$8,000. The City of Avondale's General Fund portion is included in the proposed fiscal year 2008-2009 budget.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the renewal of the Intergovernmental Agreement with the Maricopa County Board of Supervisors for a grant in the amount of \$116,762 to operate the Community Action Program (CAP) for FY 2008-2009.

ATTACHMENTS:

Click to download

 [RES- 2734-408](#)

RESOLUTION NO. 2734-408

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR A GRANT AWARD TO OPERATE THE COMMUNITY ACTION PROGRAM FOR FY 08-09.

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

SECTION 1. That the First Amendment to the Intergovernmental Agreement between the City of Avondale (the “City”) and the Maricopa County for a grant award to operate the City’s Community Action Program for FY 08-09 (the “Amendment”) 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 cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, April 21, 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. 2734-408

[First Amendment to the Intergovernmental Agreement]

See following pages.



AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
BY AND THROUGH
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

- I. The purpose of this Amendment is to exercise option year 1 (of 2 one-year options) to renew the intergovernmental agreement for FY 2009, in accordance with Maricopa County Procurement Code Section MCI-309. Effective with this Amendment, the following changes are made:
 - A. Incorporate “Contract Operating Budget – MCHSD July 1, 2008 to June 30, 2009” attached herewith.
 - B. The total funding for FY2009 authorized by this amendment is \$116,762
- II. The effective period of this Amendment is July 1, 2008 to June 30, 2009.
- III. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the original Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have this Amendment

Approved by:
CONTRACTOR

Approved by:
MARICOPA COUNTY

Authorized Signature

Chairman, Board of Supervisors

Date

Date

APPROVED AS TO FORM:
This Contract has been reviewed by the undersigned City Attorney who has determined that it is in proper form and within the power and authority granted under the City Charter.

Attested to:

Clerk, Board of Supervisors

Date

City Attorney

APPROVED AS TO FORM:

Deputy County Attorney

Date

Date

Contract Operating Budget - MCHSD

July 1, 2008 to June 30, 2009

DATE PREPARED

3/24/2008

CONTRACTOR: AVONDALE

Contract # C-22-08-066-2-1

Prepared by: J. Santaularia

Service: Community Services/Case Management

Revenue Sources

1 & 2	MCHSD (CSBG, SSBG, TANF & County) *	116,762.00
2	Total Revenues	<u>116,762.00</u>

Budget Categories

1	Personnel / ERE	<u>116,762.00</u>
3	Total Expenses	<u>116,762.00</u>

*Funding will be allocated internally on a monthly basis
by the Human Services Department/Office of Financial Services.
Funds utilized may include CSBG, SSBG, TANF, LIHEAP, and County Funds,
based on fund availability.

ITEMIZED SERVICE BUDGET
CONTRACT SERVICE: Community Services and Case Management & Emergency Services
CONTRACT PERIOD: 7/01/2008 to 6/30/2009

PROVIDER NAME: Avondale

RCS = Rate Chargeable to Service

*A = % Administrative Functions

*D = % Direct Service Functions

I. PERSONNEL

Position Number	TOTAL FTE Level	Position Title	TOTAL Salary for Period 7/1/08 - 6/30/2009	TOTAL FTE Level for Contract Service	Percent (%) of Allocated Functions of Position* A + D = Total %	TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Proposed Cost to MCHSD
1	1.00	Social Services Coordinator	\$36,635.00	1.00	0+100=100%	\$36,635	\$0	\$36,635
2	1.00	Social Services Coordinator	\$38,756.00	1.00	0+100=100%	\$38,756	\$0	\$38,756
3	1.00	Neighborhood Svs. Coord.	\$53,217.00	0.80	0+80=80%	\$42,574	\$1,203	\$41,371
4	1.00	Sr. Administrative Clerk	\$39,335.00	0.80	80+0=80%	\$31,468	\$31,468	\$0
5	1.00	Comm. Outreach Coord.	\$57,587.00	0.60	50+10=60%	\$34,552	\$34,552	\$0
6	1.00	Social Services Manager	\$81,990.00	0.60	60+0=60%	\$49,194	\$49,194	\$0
						\$0		\$0
Total FTE's dedicated to this contract:				4.80		TOTAL: \$233,179	\$116,417	\$116,762

II. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	MCHSD COST
Various Fringe Benefits	Average Fringe Rate Percentage	\$79,281	\$79,281
	34.0000% times		
		TOTAL: \$79,281	\$79,281

III. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	MCHSD COST
None		\$0	\$0
		TOTAL: \$0	\$0

IV TRAVEL

ITEM	BASIS	TOTAL	COST	MCHSD COST
None			\$0	\$0
		TOTAL:	\$0	\$0

V SPACE

ITEM	BASIS	TOTAL	COST	MCHSD COST
Office Space	\$10/square foot x 1750		\$17,500	\$17,500
		TOTAL:	\$17,500	\$17,500

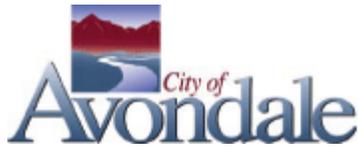
VI MATERIALS AND SUPPLIES

ITEM	BASIS	TOTAL	COST	MCHSD COST
General Office Supplies	\$2,000 per year		\$2,000	\$2,000
Printing	\$500 per year		\$500	\$500
Training	\$500 per year		\$500	\$500
		TOTAL:	\$3,000	\$3,000

VII OPERATING SERVICES

ITEM	BASIS	TOTAL	COST	MCHSD COST
IT and Telephone support	\$1,000 per year		\$1,000	\$1,000
		TOTAL:	\$1,000	\$1,000

		TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Proposed Cost to MCHSD
X	TOTAL Costs per Column:	\$333,960	\$217,198	\$116,762
	List All Administrative/Operating Cost REVENUE SOURCES:	TOTAL Revenue(s)	Total Other Resources Revenue(s)	Total Proposed MCHSD revenue
	MCHSD (proposed)	\$116,762		116,762
	City of Avondale	\$197,198	\$197,198	
	City of Goodyear	\$20,000		
XI	TOTAL REVENUES:	\$333,960	\$197,198	\$116,762



CITY COUNCIL REPORT

SUBJECT:

Resolution 2735-408 - IGA to add Arizona Child Protective Services as a partner for the regional Family Advocacy Center

MEETING DATE:

April 21, 2008

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

PURPOSE:

The Council will consider a resolution authorizing an intergovernmental agreement (IGA) with the cities of Avondale, Goodyear and Buckeye to establish a regional Family Advocacy Center (FAC). This IGA will add Arizona Child Protective Services (CPS) as a partner to the FAC.

BACKGROUND:

On March 7th, 2007 the Council approved an IGA to establish a FAC between the police departments of Avondale, Goodyear, and Buckeye. This FAC will provide services to the victims of sexual assault, child abuse, domestic violence and aggravated assault in all three jurisdictions. In order to provide complete victim services, CPS is willing to partner with the FAC.

DISCUSSION:

Currently, CPS is called to respond to situations where children have been victimized. However, due to heavy caseloads, it sometimes takes several hours for a case worker to respond. If they are not able to respond immediately, a CPS caseworker is assigned to follow-up on the assigned case. By establishing office space for a CPS caseworker at the FAC, a caseworker can be assigned at the beginning of the investigation. The caseworker works with a team of service providers from the beginning of the investigation through prosecution and counseling. This model has proven much more effective in terms of prosecution and reduced recidivism. All three police departments have reviewed the proposed IGA and all three are in agreement with its contents.

BUDGETARY IMPACT:

This IGA presents no financial responsibilities.

RECOMENDATION:

Staff recommends that Council consider this IGA which adds Arizona Child Protective Services to the existing partnership with the Avondale, Goodyear and Buckeye Police Departments to create a Family Advocacy Center.

ATTACHMENTS:

Click to download

 [RES - 2735-408](#)

RESOLUTION NO. 2735-408

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH TOWN OF BUCKEYE, THE CITY OF GOODYEAR AND THE STATE OF ARIZONA, REGARDING THE DEPARTMENT OF ECONOMIC SECURITY USE OF THE AVONDALE, BUCKEYE AND GOODYEAR DOMESTIC VIOLENCE VICTIM ADVOCACY CENTER.

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

SECTION 1. That the Amended and Restated Intergovernmental Agreement with the Town of Buckeye, the City of Goodyear and the State of Arizona regarding Department of Economic Security use of the Avondale, Buckeye and Goodyear Domestic Violence Victim Advocacy Center (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, April 21, 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. 2735-408

[Amended and Restated Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE,
THE CITY OF GOODYEAR AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF ECONOMIC SECURITY
TO PROVIDE INTEGRATED SERVICES TO CHILDREN AND FAMILIES
AMENDED AND RESTATED APRIL 1, 2008**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on the date of the last signature below, by and between the City of Avondale, an Arizona municipal corporation ("Avondale"), the Town of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear") (each referred to individually as a "Partnering Agency" and collectively identified as the "Partnering Agencies") and the State of Arizona acting by and through the Department of Economic Security/Division of Children, Youth, and Families/Child Protective Services ("DES") to provide integrated services to children and families.

RECITALS

A. DES is duly authorized to execute and administer the Agreement under ARIZ. REV. STAT. § 41-1954.

B. Avondale, Buckeye and Goodyear have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

C. The Partnering Agencies have entered into that certain Intergovernmental Agreement dated July 2, 2007, with respect to the design, construction and operation of a domestic violence victim advocacy center located at 140 North Litchfield Road, Goodyear, Arizona (the "Center") for the provision of services for victims of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence ("Center IGA").

D. The Partnering Agencies have agreed in that certain Intergovernmental Agreement dated July 2, 2007, with respect to the operation of Center that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility related concerns.

E. The Partnering Agencies desire to participate in the shared use of the Center with DES to provide on-site agency collaboration through the use of multi-disciplinary team approach to prevention, investigation, assessment, protection, referral for prosecution and treatment of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases (the "Services").

F. The Partnering Agencies have agreed in that certain Intergovernmental Agreement dated July 2, 2007, to develop a Center Operations Manual to address the policies, procedures and day-to-day operations of the Center (the "Center Operations Manual").

G. DES desires to participate in the shared use of the Center to promote the safety, well-being and self-sufficiency of children, adults and families to further its vision that every child, adult and family in the State of Arizona will be safe and economically secure.

AGREEMENT

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

1. Term. The initial term of the Agreement shall begin upon the date of the last signature below and shall be for a period of three years. Thereafter this Agreement will automatically renew for successive terms of three years unless terminated by any Party pursuant to the termination provisions herein.

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

3. Location of Center. The Partnering Agencies intend to operate the Center in a leased building comprising 12,500 square feet located at 140 North Litchfield Road, Goodyear, Arizona, or other facility mutually agreeable to the Partnering Agencies (the "Initial Facility").

4. Joint Use of Center.

a. The Partnering Agencies agree to provide space at the Center to DES in exchange for the delivery of expedited multi-level service in order to facilitate and assist the Department in the mission of promoting the safety, well-being and self-sufficiency of children, adults and families.

b. The space to be provided will be a quality standard working environment which will provide protection of the general health and welfare of DES employees and will comply with the Uniform Building Code, Americans with Disabilities Act, National Fire Protection Agency (NFPA) Code and any other codes or ordinances enforced by the local jurisdiction.

c. DES shall be provided one office space and eight modular workstations completely furnished and with a telephone, but without a computer or printer (the "Designated Space").

d. The Partnering Agencies shall provide use of the Designated Space to DES free of charge.

e. The Partnering Agencies agree to develop the Center Operations Manual using the multidisciplinary team concept adopted and required by the Maricopa County Attorney's Office for Advocacy Centers.

f. After the adoption of the Center Operations Manual, all parties to the Agreement agree to comply with the provisions of the multi-disciplinary team concept adopted and required by the Maricopa County Attorney's Office for Advocacy Centers.

5. Equipment.

a. DES agrees to use its own equipment and computer systems. At the termination of this Agreement, DES agrees to remove their equipment and computer systems.

b. Avondale is currently installing a telephone system. The Partnering Agencies and DES agree to share access to this telephone system, but Avondale will not provide DES with access to long distance telephone service.

6. Maintenance. DES shall be responsible for maintaining its own equipment and computer systems. All parties to the Agreement shall clean up any waste, spills or equipment caused by/placed upon the property jointly used pursuant to the Agreement after each use.

7. Indemnification. All parties to the Agreement hereby agree that, to the extent permitted by law, each party will indemnify and hold the other parties harmless, including any of the parties departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying party of any of the provisions of this agreement. All parties to the Agreement hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this agreement, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

8. Insurance.

a. Partnering Agencies mutually agree to provide for their respective financial responsibilities as respects liability arising out of this Agreement through either the purchase of insurance or the provision of the self-funded insurance program.

b. The State of Arizona is self-insured pursuant to ARIZ. REV. STAT. § 41-621.

c. All parties to the Agreement agree that they are not joint employers for the purpose of workers compensation coverage and that any Partnering Agency employee or DES employee assigned to the Center shall remain an employee of such Partnering Agency or DES, respectively. To the extent that employees of one Partnering Agency or DES performs duties on behalf of another Partnering Agency or DES, such employee shall be deemed to be an “employee” of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 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 workers’ compensation.

9. Non-Discrimination. All parties to the Agreement shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. All parties to the Agreement shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

10. Amendment. The Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale, Buckeye, Goodyear and DES.

11. Relationship of the Parties; Authority. All parties to the Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other. All parties shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this agreement.

12. Integration. The Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the

parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

13. Termination of Agreement.

a. In the event any Partnering Agency terminates its participation in the Center IGA, then that Partnering Agency also terminates its participation in the Agreement. The Partnering Agency shall also provide not less than 30 days written notice of the intent to terminate the Agreement.

b. DES may terminate participation in the Agreement prior to the end of the current term by providing not less than 30 days written notice of the intent to terminate.

14. Attorneys' Fees. In the event legal action is brought or an attorney is retained by any party to the Agreement to enforce the terms of the Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

15. Arbitration. The parties to the Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518, except as may be required by other applicable statutes (Title 41).

16. Severability. If any provision of the Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.

17. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

18. Waiver. Failure of any party to exercise any right or option arising out of a breach of the Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

19. Counterparts. The Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

20. Captions. Captions and section headings used herein are for convenience only and are not a part of the Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing the Agreement.

21. 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 Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: 623-478-3802
Attn: City Manager

If to Buckeye: Town of Buckeye
100 North Apache, Suite A
Buckeye, Arizona 85326
Facsimile: 623-349-6099
Attn: Town Manager

If to Goodyear: City of Goodyear
190 North Litchfield Road
Goodyear, Arizona 85338
Facsimile: 623-932-1177
Attn: City Manager

If to DES DES/DCYF Financial and Business Operations
Administrator
1789 West Jefferson Street, Site Code 750A
Phoenix, AZ 85007
Facsimile: 602-542-3330
Attn: David Longo (602.542.5099)
Email: Dlongo@azdes.gov

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.

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

23. Continuation Subject to Appropriation. The performance by all parties to the Agreement of its obligations under the Agreement is subject to actual availability of funds appropriated by each party for such purposes. All parties to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each party shall keep the other parties fully informed as to the availability of funds for its obligations. The obligation of each party to fund any obligation pursuant to the Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party. If the Council of Avondale, Buckeye or Goodyear or State Legislature of the State of Arizona fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of then-current fiscal year and all parties to the Agreement shall thereafter be relieved of any subsequent obligation under the Agreement.

24. Miscellaneous.

a. Records. All books, accounts, reports, files and other records of either party relating to the Agreement or the work done under the Agreement shall be subject at all reasonable times to inspection and audit by all parties to the Agreement. Such records shall be available for inspection upon five business days' notice to the Center's day-to-day manager.

b. Personal Use of Contracts. State employees and public officers shall not be permitted to purchase materials or services under the Agreement for their own personal or business use unless authorized in writing by the Director of the Arizona Department of Administration, pursuant to A.A.C. R2-7-204.

c. IT 508 Compliance. Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

d. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under the Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the

specifications, this definition does not apply to indirect or ‘overhead’ services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

e. Federal Immigration and Nationality Act. By entering into the Agreement, all parties to the Agreement warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the Agreement.

25. Exhibits. To the extent applicable to the Agreement, the Partnering Agencies and DES shall comply with the provisions set forth in Exhibit A and Exhibit B.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, all Parties to the Agreement hereto have executed the Agreement on the date first written above.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

James M. Cavanaugh, Mayor

ATTEST:

Dee Cockrum, City Clerk

“Buckeye”

TOWN OF BUCKEYE, an Arizona
municipal corporation

Bobby Bryant, Mayor

ATTEST:

Linda Garrison, Town Clerk

“DES”

STATE OF ARIZONA, Department of
Economic Security

Katherine Babonis, Chief Procurement
Officer

ATTEST:

Name, Position

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire, City Attorney

Scott W. Ruby, Town Attorney

Roric Massey, City Attorney

Barbara Behun, Assistant Attorney General

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE,
THE CITY OF GOODYEAR AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF ECONOMIC SECURITY
AMENDED AND RESTATED APRIL 1, 2008

[Procurement]

See following pages.

29 CFR 97.36 – Procurement, Section Number: 97.36, Section Name: Procurement

(i) Contract provisions. A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19. 1995]

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE,
THE CITY OF GOODYEAR AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF ECONOMIC SECURITY
AMENDED AND RESTATED APRIL 1, 2008

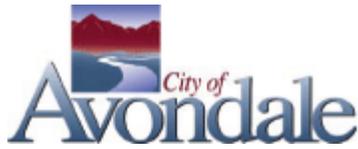
[Retention and Access Requirements for Records]

See following pages.

29 CFR 97.42 - Retention and access requirements for records, Section Number: 97.42, Section Name: Retention and access requirements for records.

- (a) Applicability.
 - (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or sub-grantees which are:
 - (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
 - (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.
 - (2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).
- (b) Length of retention period.
 - (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.
 - (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
 - (3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or sub-grantee.
- (c) Starting date of retention period
 - (1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
 - (2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.
 - (3) Records for income transactions after grant or subgrant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.
 - (4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - (ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- (d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- (e) Access to records
 - (1) Records of grantees and subgrantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
 - (2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- (f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records Unless required by Federal, State, or local law, grantees and sub-grantees are not required to permit public access to their records.



CITY COUNCIL REPORT

SUBJECT:
Ordinance 1301-408 - Encanto 66 Annexation

MEETING DATE:
April 21, 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 consider an ordinance authorizing the annexation of 65.3 acres of land generally located at the southeast corner of Virginia Avenue and 119th Avenue.

BACKGROUND:

On May 30, 2007, staff received a request from Howard Cornell of Encanto 66, LLC on behalf of Eastwood Avondale, LLC and Treguboff Properties for the annexation of approximately 59.49 acres of land generally located north of Encanto Boulevard between Avondale Boulevard and 119th Avenue.

City Council authorized staff to proceed with the annexation on February 4, 2008 and held a Public Hearing on April 7, 2008.

As presented tonight, the annexation includes four additional parcels that were not part of the initial request. These properties are being included so as not to create a county island. Staff worked with the property owners and Council approved pre-annexation agreements with the property owners at earlier meetings.

The properties are contiguous to existing city limits on all four sides, are zoned Rural-43 by Maricopa County and will be designated RR-43 upon annexation. The annexation will eliminate a county island.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance annexing 65.3 acres of land generally located at the southeast corner of Virginia Avenue and 119th Avenue.

ATTACHMENTS:

Click to download

 [ORD - 1301-408](#)

ORDINANCE NO. 1301-408

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS.

WHEREAS, a petition in writing, accompanied by a map of said real property, having been filed and presented to the Council of the City of Avondale (the “City Council”), signed by the owners of more than one-half in value of the real and personal property and more than one half of the persons owning real and personal property as would be subject to taxation by the City of Avondale (the “City”) in the event of annexation within the territory and land hereinafter described (the “Annexation Area”) as shown by the last assessment of said property, which territory is contiguous to the City, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed into the City, and to extend and increase the corporate limits of the City so as to embrace the same; and

WHEREAS, the City Council desires to comply with said petition and extend and increase the corporate limits of the City to include the Annexation Area; and

WHEREAS, said petition sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and had attached thereto at all times an accurate map of the Annexation Area; and

WHEREAS, no alterations increasing or reducing the Annexation Area have been made after the said petition has been signed by any owner of real and personal property in such territory; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-471(L), a city shall adopt a zoning classification for the annexation area that permits densities and uses no greater than that permitted by the county immediately before the annexation; and

WHEREAS, the Annexation Area is currently zoned by Maricopa County as Rural 43, and the City’s Rural Residential District (RR-43) zoning classification does not permit densities and uses greater than permitted by Maricopa County’s Rural 43 zoning classification; and

WHEREAS, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original petition referred to herein, which is on file in the office of the Maricopa County Recorder.

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

SECTION 1. That the Annexation Area, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby annexed to the City and that the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 2. That the land-use classification for the Annexation Area is hereby designated as Rural Residential District (RR-43) under the City of Avondale Zoning Ordinance.

SECTION 3. That the City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

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

PASSED AND ADOPTED by the Council of the City of Avondale, April 21, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1301-408

(Legal Description and Map)

See following pages.

**CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION**

Those portions 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, more particularly described as follows:

The Southwest Quarter of said Northeast Quarter;

EXCEPT the West 70.00 feet and South 33.00 feet thereof.

That portion of the Southeast Quarter of said Northeast Quarter described as follows:

COMMENCING at the aluminum cap marked "LS 21782" and found at the East Quarter of said Section, from which the Northeast Corner of said Section bears North 00 degrees 03 minutes 39 seconds West a distance of 2625.30 feet as described in legal descriptions found in Documents # 2005-1277463, 2005-1277464, 2005-1385661, 2005-1394726, 2005-1395697, 2006-0065738, and 2006-0065739 of the Maricopa County Recorder;

Thence along the East-West mid-section line as described in said Documents, North 89 degrees 34 minutes 14 seconds West a distance of 502.71 feet to a point;

Thence North 00 degrees 01 minute 40 seconds West a distance of 33.00 feet to a point on a line parallel with and 33.00 feet distant from the South line of said Southeast Quarter, said parallel line also being the North line of an annexation described in Document # 2007-0063748 of the Maricopa County Recorder, being City of Avondale Ordinance 1225-206, and said point being the POINT OF BEGINNING;

Thence along said parallel line, North 89 degrees 34 minutes 14 seconds West a distance of 813.97 feet to a point on the West line of said Southeast Quarter of the Northeast Quarter;

Thence along said West line, North 00 degrees 11 minute 35 seconds East a distance of 1281.69 feet to a point on the North line of said Southeast Quarter of the Northeast Quarter, said line also being the South line of an annexation described in Document # 2000-0953477 of the Maricopa County Recorder, being City of Avondale Ordinance 761-00;

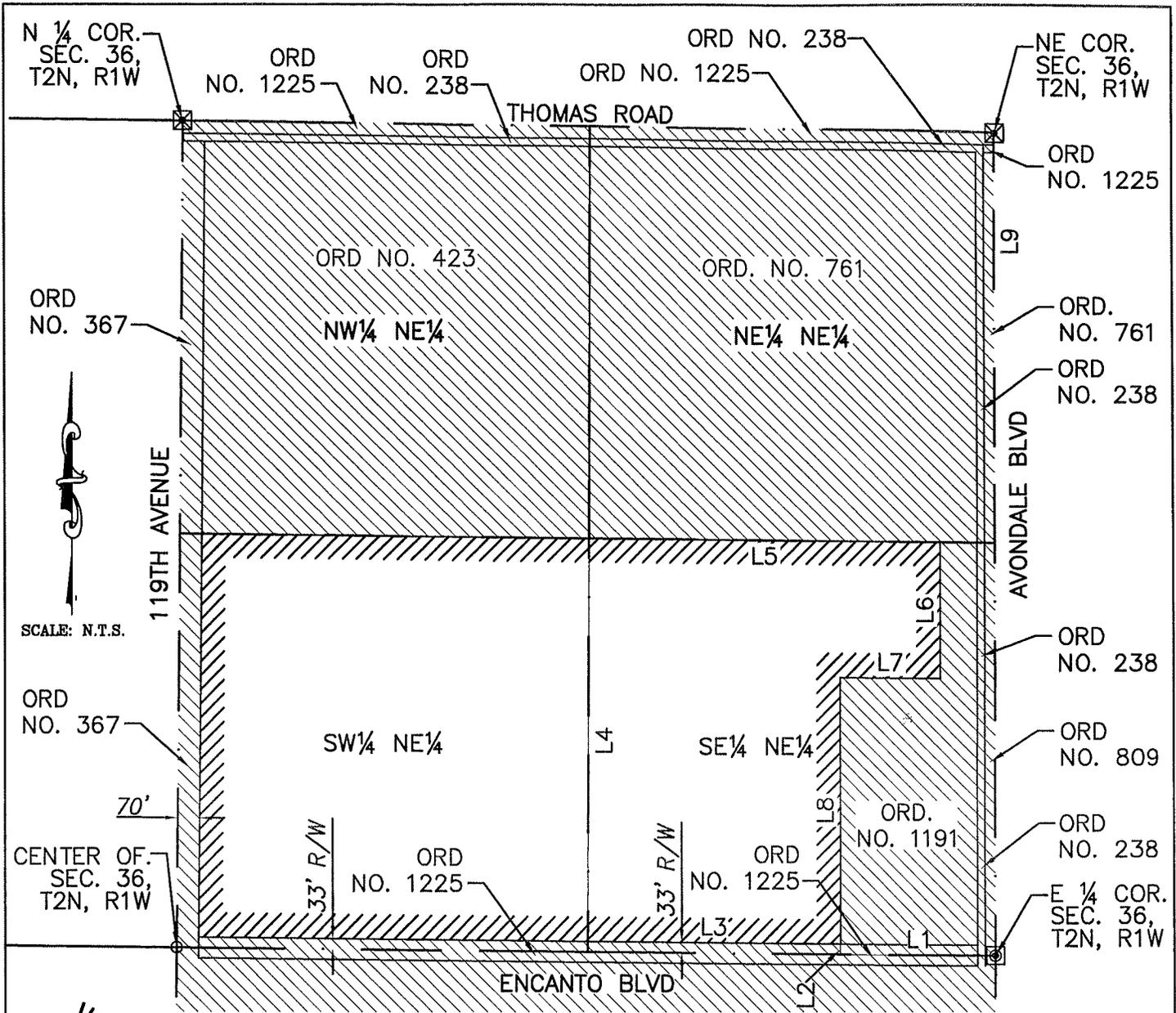
Thence along said North line, South 89 degrees 28 minutes 52 seconds East a distance of 1133.72 feet to a point on the West line of an annexation described in Document # 2006-1003627 of the Maricopa County Recorder, being City of Avondale Ordinance 1191-606;

Thence along said West line, South 00 degrees 03 minutes 39 seconds East a distance of 431.89 feet to a point;

Thence continuing along said West line, North 89 degrees 34 minutes 14 seconds West a distance of 324.92 feet to a point;

Thence continuing along said West line, South 00 degrees 01 minute 40 seconds East a distance of 848.03 feet to the POINT OF BEGINNING.





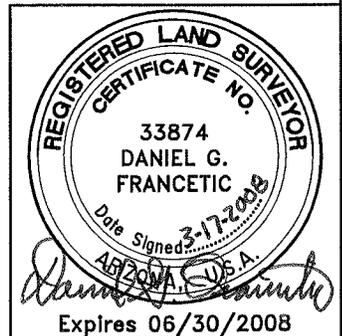
Entellus™

2255 N. 44th Street Suite 125
 Phoenix, AZ 85008.3279
 Tel 602.244.2566
 Fax 602.244.8947
 Website: www.Entellus.com

**ENCANTO 66 ANNEXATION
 CITY OF AVONDALE, ARIZONA**

WE HEREBY CERTIFY THAT THIS IS AN ACCURATE
 PLAT OF TERRITORY ANNEXED TO THE CITY OF
 AVONDALE, ARIZONA BY ORDINANCE NO.

MAYOR _____ DATE _____
 CLERK _____ DATE _____



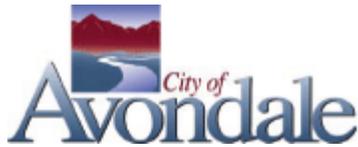
LINE	BEARING	DISTANCE
L1	N 89°34'14" W	502.71'
L2	N 00°01'40" W	33.00'
L3	N 89°34'14" W	813.97'
L4	N 00°11'35" E	1281.69'
L5	S 89°28'52" E	1133.72'
L6	S 00°03'39" E	431.89'
L7	N 89°34'14" W	324.92'
L8	S 00°01'40" E	848.03'
L9	N 00°03'39" W	2625.30'

LEGEND

- PARCEL TO BE ANNEXED
- EXISTING CITY LIMITS
- BRASS CAP FLUSH
- BRASS CAP IN HAND HOLE

CITY OF AVONDALE, ARIZONA

SECTION 36
 T.2N., R.1W. G. & S.R.B. & M.
ANNEXATION EXHIBIT
 DATE: 3/17/08 REV'D: ___/___/___
 DRAWN BY: DG/CHK'D: DGF PG: 1 OF 1
 FILE: 435011_PHS05_ENCANTO 66



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1303-408 - Authorizing Acquisition of Well Site 20 from D.R. Horton, Inc. – Dietz-Crane at Rio Crossing

MEETING DATE:

April 21, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an Ordinance authorizing acquisition of Well Site 20 located at the northermost tip of the City in the Rio Crossing subdivision at no cost.

BACKGROUND:

On December 13, 2003, City Council approved the Final Plat of Rio Crossing. The plat approval included provisions for the owner, D.R. Horton, Inc. – Deitz Crane, to dedicate a well site. The final plat dedication included a statement that “Tract A “ is to be deeded to the City of Avondale for Future Well/Tank Site.

DISCUSSION:

Tract “A” is a 100-foot by 120-foot rectangular shaped parcel about 0.27 acres in area situated on the West edge of the El Mirage Road Right-of-Way about ¾ mile north of Indian School Road. That location is at the most Northerly Northeast corner of the City of Avondale. There are no significant costs associated with this purchase.

BUDGETARY IMPACT:

There is no impact to the budget by this Ordinance.

RECOMENDATION:

Staff is recommending that the City Council adopt an Ordinance authorizing acquisition of Wellsite 20 at Rio Crossing.

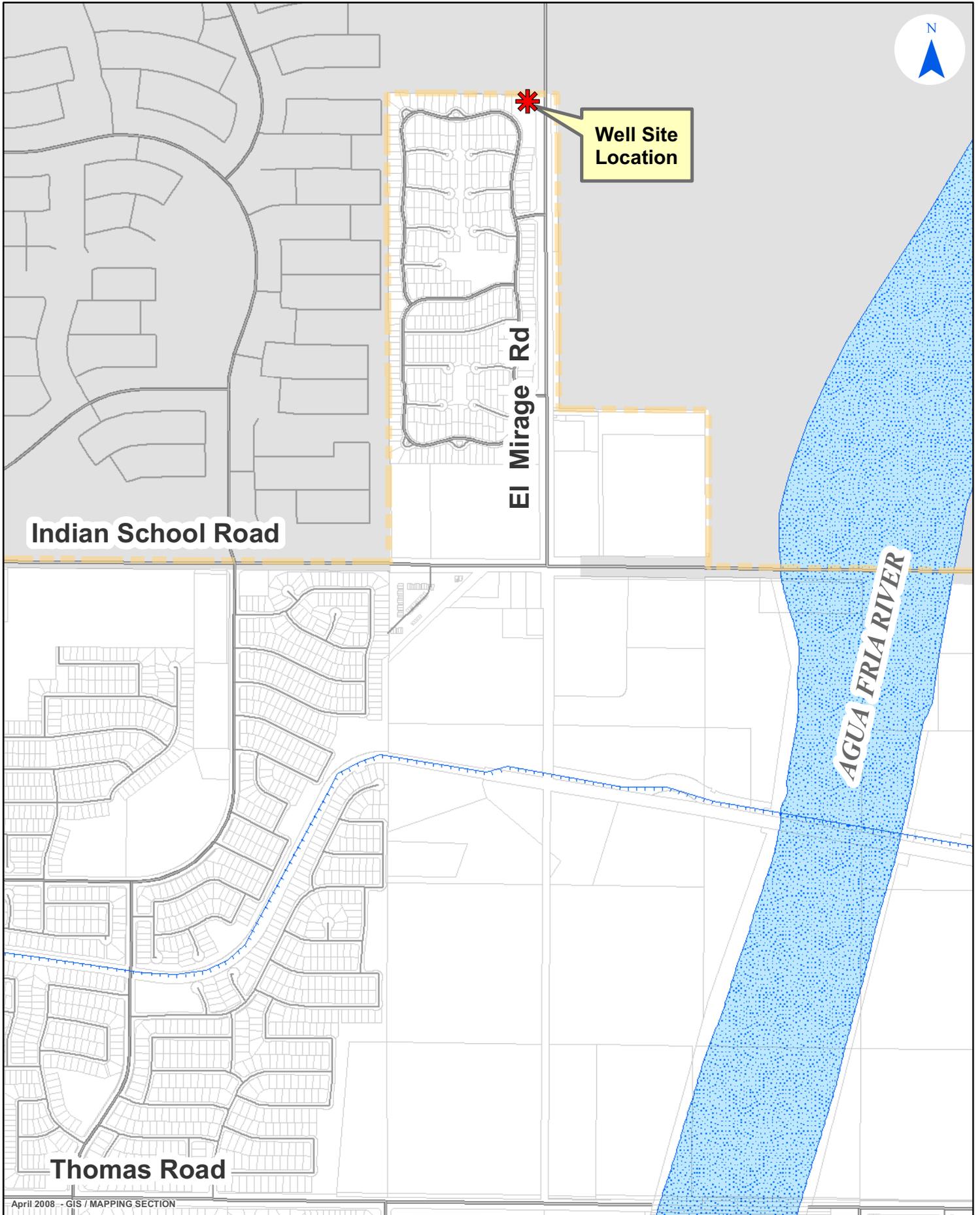
ATTACHMENTS:

Click to download

 [Location Map](#)

 [ORD - 1303-408](#)

VICINITY MAP



April 2008 - GIS / MAPPING SECTION

CITY OF AVONDALE
Well 20 Site Location at Rio Crossing

ORDINANCE NO. 1303-408

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR
PUBLIC USE.

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

SECTION 1. That \pm 0.27 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 501-63-693, generally located west of El Mirage Road, north of Indian School Road, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from D. R. Horton, Inc. – Dietz-Crane, a Delaware corporation, for public use.

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, April 21, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

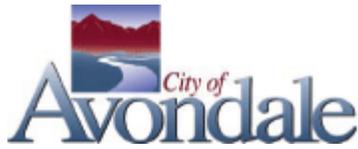
EXHIBIT A
TO
ORDINANCE NO. 1303-408

[Legal description of acquisition portion of APN 501-63-693]

See following page.

LEGAL DESCRIPTION

Tract "A" of the Final Plat of Rio Crossing as recorded in Book 676, Page 10 of the official records of the Maricopa County Recorder, Maricopa County, Arizona.



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1304-408 - Power Distribution Easement to Salt River Project Agricultural Improvement and Power District (SRP) for Well Site 21

MEETING DATE:

April 21, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance granting Salt River Project Agricultural Improvement and Power District (SRP) a Power Distribution Easement over a portion of the City's Well 21 production facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

City Council authorized an amendment to the Construction Manager at Risk contract with Felix Construction on December 17, 2007, to include the construction of Well 21, which is generally located on the southeast corner of El Mirage and Durango. Well 21 is identified as a primary water source for the Del Rio Ranch Reservoir and Booster Pump Station Improvement Project (Del Rio Water Facility). Construction on the well site is expected to be substantially complete by May 2, 2008, with final completion scheduled for June 2, 2008.

DISCUSSION:

To provide electric service to these facilities, SRP requires that the City grant a 107-foot by 8-foot rectangular easement (Exhibit "A" of Power Distribution Easement) within the well site. The easement will allow SRP to construct, install and maintain the underground electric lines/conduit and transformers necessary to operate the new equipment within the well site.

BUDGETARY IMPACT:

Granting of this easement will have no budgetary impact.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance granting Salt River Project Agricultural Improvement and Power District (SRP) a Power Distribution Easement over a portion of the City's Well 21 production facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

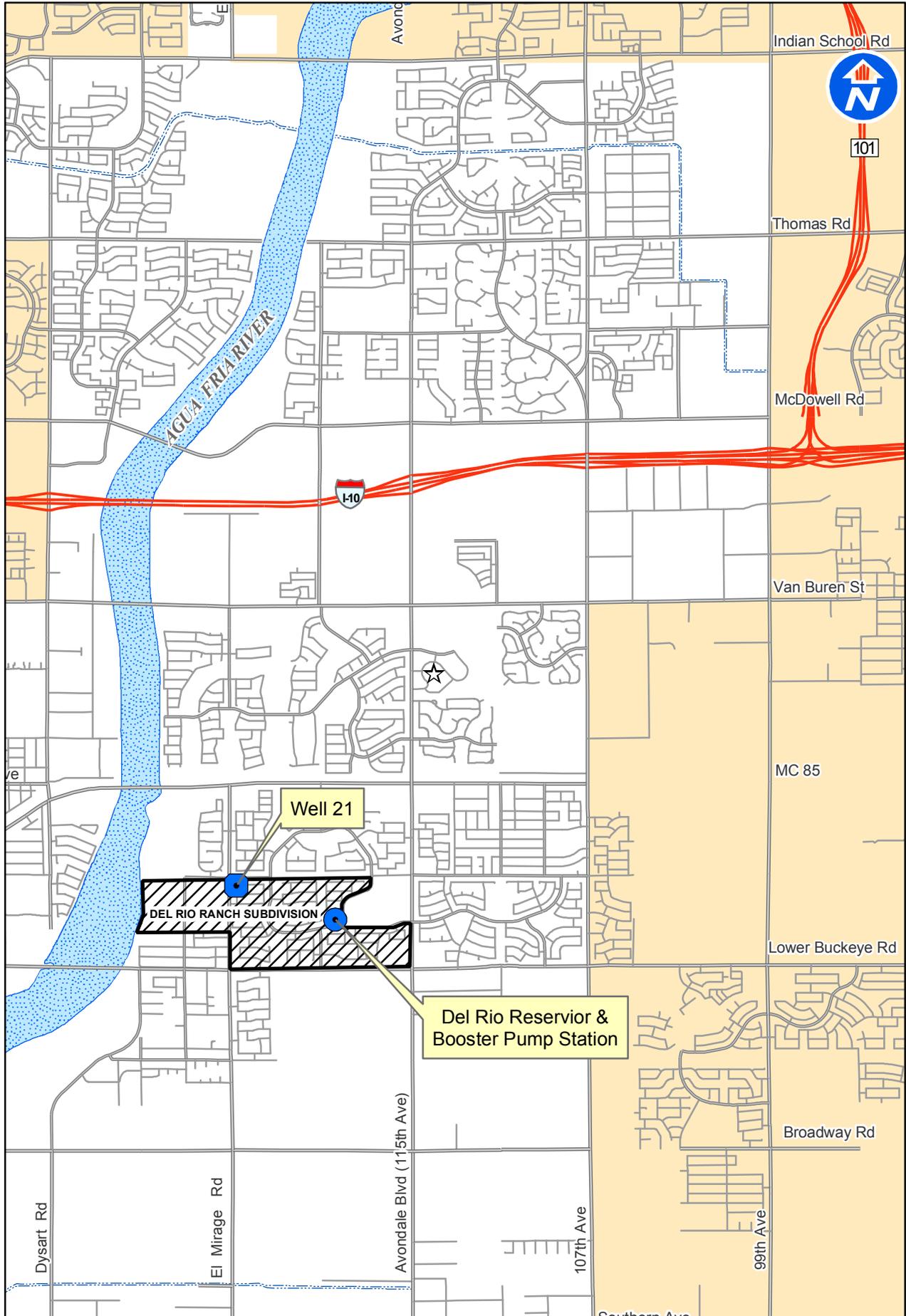
ATTACHMENTS:

Click to download

[Vicinity Map](#)

[ORD - 1304-408](#)

VICINITY MAP



July 2006 - GIS / MAPPING SECTION

CITY OF AVONDALE Del Rio Reservoir & Booster Pump Station

ORDINANCE NO. 1304-408

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

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

SECTION 1. That a power distribution easement is hereby granted to Salt River Project Agricultural Improvement and Power District through, over, under and across \pm 0.017 acres of real property, generally located south of Durango Street, east of El Mirage Road, in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, April 21, 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. 1304-408

[Salt River Project Irrigation Easement]

See following pages.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

EXHIBIT "A"

DURANGO ST.

FND BCHH
W 1/4COR
SEC 13
TIN, RIW
N 0.17'
E 0.09'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	40° 40' 48"	50.00'	35.50' (R)

EL MIRAGE RD.

(BASIS OF BEARINGS MCR 827-23)

S00° 33' 56" W 2666.88' (R) 2666.77' (M)

2597.15' (C)

69.73' (C)

S89° 26' 04" E
85.77' (C)
(TIE)

N14° 14' 23" E
121.81' (R)

N89° 27' 11" E
120.21' (R)

6.33' X 4.17'
SWITCHING
CABINET

TRACT "J"
MCR 827-23

7.50' X 5.50'
TRANSFORMER

S00° 33' 01" E
80.76' (R)

97.00' (R)
S89° 26' 59" W



N.T.S.

NUMBER	DIRECTION	DISTANCE
L1	S89° 27' 11" W	38.94' (C)
L2	S25° 12' 43" E	24.83' (R)
L3	N65° 53' 26" W	24.27' (R)
L4	S00° 32' 49" E	9.83' (C)

FND BCHH
SW COR
SEC 13
TIN, RIW

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EQUIPMENT PAD(S) -
UNLESS OTHERWISE NOTED
ARE PART OF THE EASEMENT

CAUTION

THE EASEMENT LOCATION AS HEREON
DELINEATED MAY CONTAIN HIGH VOLTAGE
ELECTRICAL EQUIPMENT, NOTICE IS
HEREBY GIVEN THAT THE LOCATION OF
UNDERGROUND ELECTRICAL CONDUCTORS
OR FACILITIES MUST BE VERIFIED AS
REQUIRED BY ARIZONA REVISED STATUES,
SECTION 40-380.21, ET. SEQ., ARIZONA
BLUE STAKE LAW, PRIOR TO ANY
EXCAVATION.

SRP JOB.
KJB-6843

NOTE: SYMBOLS MAY NOT BE TO DRAWING
SCALE, SO AS TO BETTER ENHANCE
GRAPHICAL REPRESENTATION

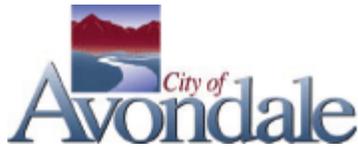
NOTE: THIS EXHIBIT IS INTENDED TO
ACCOMPANY AN EASEMENT, IT IS NOT
A SURVEY AND SHOULD NOT BE
CONSTRUED AS SUCH.

SALT RIVER PROJECT A.I.
& POWER DISTRICT

AVONDALE CITY WELL #21
SW 1/4, SEC. 13, TIN, RIW

UNDERGROUND ELECTRIC
POWER LINE RIGHT-OF-WAY
MARICOPA COUNTY, ARIZONA

DESIGNED: HIXON AGENT: TILLER
DRAWN: JORDEN CHK'D BY: VH
DATE: 3-13-08 APPROVED:
SCALE: N.T.S. SHEET 1 OF 1



CITY COUNCIL REPORT

SUBJECT:

Public Hearing and Resolution 2733-408 approving the CDBG Annual Action Plan and authorizing its submission

MEETING DATE:

April 21, 2008

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

HUD has allocated approximately \$488,409 in Community Development Block Grant (CDBG) funds and \$144,595 in Home Investment Partnership (HOME) funds to the City of Avondale for Fiscal year 2008 which begins on July 1, 2008 and extends through June 30, 2009. To be eligible to receive the funds the City of Avondale must complete the Annual Action Plan. Staff is seeking council approval of the Annual Action Plan which contains recommended budget allocations for CDBG and HOME funds by activity.

BACKGROUND:

The City of Avondale receives annual allocations of HOME and CDBG funds from HUD. The federal objective of the CDBG program is to “develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities for low- and moderate-income persons.” The objective of the HOME program is to “create affordable housing opportunities for low-income persons.” City of Avondale goals and objectives with respect to CDBG and HOME are defined in the 4-Year Consolidated Plan which was approved by City Council on May 1, 2006.

The Annual Action Plan was reviewed with Council at the April 7, 2008 Work Session.

DISCUSSION:

The Consolidated Plan identifies the housing, economic and social development needs of low-income and special needs persons and prescribes strategies to address them. HUD requires that local governments involve the public in completing their Annual Action Plans. Neighborhood and Family Services (NFS) held an extensive public participation process to receive input for the Annual Action Plan. The first public hearing was held on October 17, 2008. Further input was received by the Neighborhood and Family Services Commission on November 28, 2007, February 12, 2008 and February 27, 2008.

Following these forums a draft Annual Action Plan was made available to the public for a 30-day comment period beginning on March 1, 2008 and ending April 1, 2008. Data gathered from the public participation process demonstrated support for the following community priorities: Housing Rehabilitation, Infrastructure in Low-income Neighborhoods, Homeownership, Public Services for Special Needs Populations, Job Training and Economic Development.

On February 27, 2008 the NFS Commission voted to forward the Annual Action Plan to City Council with the following recommended allocations: Street Reconstruction \$300,000; Teen Job Training: \$30,000; Commercial Building Front Renovation: \$121,200; Owner Occupied Housing Rehabilitation: \$68,679; and Acquisition/Rehabilitation/Sale of Owner Occupied Homes \$67,679. This Annual Action Plan also “forward allocates” \$300,000 in 2009/2010 CDBG funds for Street Reconstruction. This makes the CDBG funds from 2009/2010 available for reimbursement for the infrastructure project planned for fiscal year 2008/09. When the funds become available, the City can reimburse itself for those costs. This enables the City to complete a larger

infrastructure project and to take advantage of economies of scale. Citizens have been advised throughout the public participation process and are advised in this public meeting that pre-award costs of \$300,000 for street reconstruction in this 2008-2009 Action Plan will reduce the amount of funds allocable to projects to be undertaken with CDBG funds in the 2009-2010 fiscal year. Regular allocations of \$200,000 to \$300,000 have been made to street reconstruction since 2006-2007, therefore, the pre-award costs do not substantially change the manner in which CDBG funds have been allocated.

The proposed Commercial Building Front Renovation program will be targeted to Western Avenue businesses and will be administered by the Neighborhood and Family Services Department with assistance from the Economic Development Department. The attachment entitled CDBG and HOME Projects and Allocations provides additional information on each of the projects and also provides a funding history of the CDBG and HOME programs. It also includes related programs and funding such as the HOME Program Income allocations previously approved by the City Council and the Arizona State Housing Trust Fund grant.

BUDGETARY IMPACT:

The use of \$144,588 in HOME funds will require a 25% non-federal match from the City of Avondale of \$36,147. This match is included in the City's proposed 2008/2009 budget. CDBG funds do not require match.

RECOMENDATION:

Staff recommends that Council hold a public hearing and adopt Resolution No. XXXX-XXX approving the 2008/2009 Annual Action Plan and authorizing its submission to HUD.

ATTACHMENTS:

Click to download

- 📄 [Executive Summary Annual Action Plan](#)
- 📄 [2008-2009 CDBG/HOME Projects and Allocations](#)
- 📄 [RES - 2733-408](#)

Executive Summary

City of Avondale 2008/2009 Annual Action Plan Community Development Block Grant Program

Purpose of the Plan. The U.S. Department of Housing and Urban Development (HUD) has allocated approximately \$488,409 in Community Development Block Grant (CDBG) funds to the City of Avondale for Fiscal year 2008/2009 which begins on July 1, 2008 and extends through June 30, 2009. To be eligible to receive the funds the City of Avondale must complete an update of their Consolidated Plan through the 2008/2009 Annual Action Plan. The Consolidated Plan identifies the housing and community development needs of low-income and special needs persons and prescribes strategies to address them. HUD requires that local governments involve the public in completing their Annual Action Plans.

Geographic Allocation and Priorities. Avondale is targeting its funds to its low-income neighborhoods of Old Town, Cashion, Las Ligas and Rio Vista. Activities identified as priorities are infrastructure in low-income neighborhoods, public services for special needs population, owner occupied housing rehabilitation, increasing homeownership opportunities and increasing the City's affordable single-family housing stock.

Institutional Structure and Enhancing Coordination. The City of Avondale Neighborhood and Family Services (NFS) Department coordinates the development of the Plan. The Plan is reviewed by the NFS Commission and input is sought from the general public and a variety of non-profit, business, governmental, professional and citizen organizations. The City of Avondale enhances the coordination between public and private housing, health and social service agencies by maintaining active involvement in the activities of local non-profit service providers, local advisory boards and commissions, other government agencies and professional associations especially through planning forums and community events.

Evaluation of Past Performance. The City of Avondale became a CDBG Entitlement city and received approval of its first Consolidated Plan in May 2006. During the previous program year the City of Avondale achieved the following: 1) Owner Occupied Housing Rehabilitation – completed 12 emergency and 3 substantial projects; 2) Homebuyer Assistance – made four loans; 3) Public Improvements to Infrastructure – started construction on Doris Street project; and 4) Youth Job Training and Employment Programs – provided job training, summer jobs and tuition assistance to 12 teens.

2006-2009 Consolidated Goals and Objectives

The following table on the following page lists the Goals and Objectives in the City of Avondale's 4-Year Consolidated Plan:

Consolidated Plan Goals and Strategies	
Goal 1: Preserve the existing affordable housing stock.	Strategy 1.1: Continue to pursue HOME funds through the Maricopa HOME Consortium, which have been distributed to organizations that provide housing rehabilitation programs in previous years.
	Strategy 1.2: Continue thorough code enforcement procedures to assist homeowners in bringing units up to code.
	Strategy 1.3: Continue to offer the Residential Incentives Infill Program, which encourages development of residential uses in areas of the City that are vacant or underutilized through reduced fees and priority plan review.
Goal 2: Improve public infrastructure and economic conditions in low-income, economically-challenged neighborhoods.	Strategy 2.1: Improve sidewalks, streets and street lighting in targeted low- to moderate-income Block Groups.
	Strategy 2.2: Continue to offer the Commercial Incentives Infill Program in Old Town Avondale, which encourages commercial development in vacant or otherwise underutilized areas through reduced fees, priority plan review and sales tax rebates.
	Strategy 2.3: Increase neighborhood investment and participation.
	Strategy 2.4: Demolish substandard homes and relocate families.
Goal 3: Support organizations that assist the City's special needs population.	Strategy 3.1: In addition to CDBG grants, continue to offer the Contributions Assistance program (CAP), as financially feasible, which awards General Fund monies to health and human service organizations.
	Strategy 3.2: Continue programs that assist special needs populations through the City's Social Services Division.
	Strategy 3.3: Provide social services to low-income individuals.
	Strategy 3.4: Increase support to organizations that specifically provide activities and programs for at-risk youth.
	Strategy 3.5: Continue to supply emergency funding through the Community Action Program for renter households in jeopardy of being evicted.
Goal 4: Improve the City's ability to address fair housing issues.	Strategy 4.1: Increase all applicable City department staff's awareness and knowledge of fair housing issues.
	Strategy 4.2: Increase residents' awareness and knowledge of fair housing issues by posting information on the City's website. The page should also give clear details about consumers' options for filing complaints, about following complaint procedures and it should also contain appropriate links to complaint forms on HUD's and/or the Arizona Fair Housing Center's website.
	Strategy 4.3: Explore possibilities of increased landlord/tenant training on the Fair Housing Act, and continue to be involved in the West Valley Fair Housing Seminar.
	Strategy 4.4: Assist the elderly and persons with disabilities with bringing units up to City code.
Goal 5. Increase homeownership within Avondale.	Strategy 5.1: Continue to provide a first time homebuyers program and downpayment assistance through the Individual Development Account Program available through the City's Social Services Division.
	Strategy 5.2: Explore the use of the American Dream Downpayment Initiative (ADDI) program for downpayment assistance, in conjunction with the Individual Development Account Program.

Annual Action Plan Strategies, Activities, Funding Sources and Outputs.

The City of Avondale will undertake the following actions in 2008/2009 with respect to Consolidated Plan goals for lead paint reduction, housing, homeless, community development and non-homeless special needs.

City of Avondale 2008-2009 Annual Action Plan Activities			
Lead Paint Reduction			
Goal	Activity	Source	Output
Goal 1. Preserve the existing affordable housing stock.	The City will conduct Emergency Repair and Substantial Rehabilitation Programs	HOME Program Income: \$215,065 State Housing Fund: \$297,000 2008/2009 HOME: \$68,679	Provide rehabilitation or repair to 31 homes
	Through community outreach disseminate information.	Gen Fund: \$70,000 Private Contributions: \$345,000	Disseminate information to 3,594 homes.
	Through the Community Action Program identify lead paint hazards and disseminate information	Maricopa County Human Services: \$444,383	Disseminate information to 3,594 homes. Refer 5 homes for housing rehabilitation.

Housing			
Goal	Activity	Source	Output
Goal 1: Preserve the existing affordable housing stock.	The City will conduct Emergency Repair and Substantial Rehabilitation Programs	HOME Program Income: \$2215,065 State Housing Fund: \$297,000 2008/2009 HOME: \$68,679	Provide rehabilitation or repair to 31 homes.
Goal 5: Increase homeownership within Avondale.	The City will conduct homebuyer assistance programs	HOME Program Income: \$220,000 2008/2009 HOME: \$68,679	Assist 7 new homebuyers
	The City will administer the IDA program matching participant savings accounts 3 to 1 toward the purchase of a new home.	Federal Home Loan Bank: \$100,000	Assist 7 new homebuyers

Barriers to Affordable Housing			
Goal	Activity	Source	Output
Goal 5: Increase homeownership within Avondale.	Promote the City of Avondale Residential Infill Incentive Plan, which provides a waiver of 50 percent of the building permit and plan review fees	City of Avondale Economic Development Department; Planning Department.	Obtain 50 users of the Residential Incentive Infill Program.
Goal 4: Improve the city's ability to address fair housing issues.	The City will implement at least 5 workshops related to rental housing and fair housing education.	Neighborhood and Family Services Department; Arizona Multi-Housing Association.	Hold 5 workshops.
	The City will publish Display Notices in the Newspaper	Neighborhood and Family Services Department.	Publish Three Notices
	The City will disseminate information in English and Spanish	Neighborhood and Family Services Department.	Distribute 2000 flyers.

Homeless			
Goal	Activity	Source	Output
Goal 3: Support organizations that assist City's special needs population.	The City of Avondale will provide homeless prevention through the Community Action Program.	Maricopa County Human Services: \$443,338	Assist 1200 families
	The City of Avondale will provide homeless prevention assistance through the Contributions Assistance Program.	Gen Fund \$80,000	Assist 2300 families
	The City will conduct Emergency Repair and Substantial Rehabilitation Programs	HOME Program Income: \$215,065 State Housing Fund: \$297,000 2008/2009 HOME: \$68,679	Provide rehabilitation or repair to 31 homes
	The City will conduct homebuyer assistance programs.	HOME Program Income: \$220,000 2008/2009 HOME: \$68,679	Assist 7 new homebuyers

Community Development			
Goal	Activity	Source	Output
Goal 2: Improve public infrastructure and economic conditions in low-income, economically challenged neighborhoods.	The City will reconstruct streets, upgrade water lines, install additional fire hydrants and repair sidewalks on the streets south of Main Street to Harrison Drive between 7th Street and 4th Street.	2008/2009CDBG: \$300,000; 2009/2010 CDBG: \$300,000	Complete new infrastructure on 9 streets.
	The City will provide work force skills and on the job work experience for teens	2008/2009 CDBG \$30,000	Assist 15 teens
	The City will conduct commercial building front rehabilitation on Western Avenue	City of Avondale Redevelopment Department 2008/2009 CDBG: \$121,200	Renovate 3 building facades
	The City will begin Implementation of the Downtown Revitalization Plan	City of Avondale Economic Development Department	Target new investment adjacent to the new Library
	Include long range recreation capital projects in the CIP.	City of Avondale	Program funding in CIP

Anti-Poverty			
Goal	Activity	Source	Output
Goal 3: Support organizations that assist City's special needs population.	The City of Avondale will operate the Contributions Assistance Program.	Gen Funds \$80,000	Assist 3,500 persons
	The City of Avondale will implement the Community Action Program providing emergency rental and utility assistance.	Maricopa County Human Services: \$443,383	Assist 1,200 persons
	The City of Avondale will provide education to pregnant teens to prepare them for parenting	Neighborhood and Family Services Department	Assist 50 Pregnant Teens
	The City will provide work force skills and on the job work experience for teens	Neighborhood and Family Services Department	Assist 15 teens
	The City of Avondale will provide congregate and in-home delivered meals daily.	City of Avondale Cashion and Avondale Community/Senior Centers	Provide 200 meals to seniors daily on weekdays.
	The City of Avondale will serve seniors with recreational activities daily.	City of Avondale Cashion and Avondale Community/Senior Centers.	Serve 100 seniors daily on weekdays

Non-Homeless Special Needs			
Goal	Activity	Source	Output
Goal 3: Support organizations that assist the City's special needs populations.	The City of Avondale will operate the Contributions Assistance Program.	Gen Funds \$60,000	Assist 3,500 persons
	The City of Avondale will implement the Community Action Program providing emergency rental and utility assistance.	Maricopa County Human Services: \$443,383	Assist 1,200 persons
	The City of Avondale will provide education to pregnant teens to prepare them for parenting	Neighborhood and Family Services Department	Assist 50 Pregnant Teens
	The City will provide work force skills and on the job work experience for teens.	Neighborhood and Family Services Department	Assist 15 teens
	The City of Avondale will provide congregate and in-home delivered meals daily.	City of Avondale Cashion and Avondale Community/Senior Centers	Provide 200 meals to seniors daily on weekdays.
	The City of Avondale will serve seniors with recreational activities daily.	City of Avondale Cashion and Avondale Community/Senior Centers.	Serve 100 seniors daily on weekdays

City of Avondale
2008-2009 CDBG/HOME Projects and Allocations

Avondale CDBG Entitlement Funded Projects				
Activity	2006-2007	2007-2008	2008-2009	2009-1010 Pre-Award
Administration	\$61,267	\$97,671	\$97,682	
Street Reconstruction	\$200,000	\$300,000	\$300,000	\$300,000
Youth Job Training	\$40,000		\$30,000	
Saint Mary's Food Bank	\$0	\$5,000	\$0	
Child Crisis Center	\$0	\$8,000	\$0	
Emergency Home Repair	\$138,863	\$50,683		
Commercial Building Front Rehabilitation	\$0	\$0	\$121,176	
CDBG Totals	\$440,130	\$461,354	\$548,858	
Total Grant	\$473,579	\$488,354	\$488,409	
Amount to Reallocate	\$33,449	\$27,000	(\$60,449)	
Note: \$60,449 in unspent 2006-2007 and 2007-2008 funds were transferred into 2008-2009				

Maricopa County HOME Consortium Funded Projects					
Activity	2006-2007	2007-2008	2008-2009	Program Income	CHDO Funds
Administration	\$7,190	\$7,280	\$7,230	\$36,393	
Owner-Occupied Home Rehabilitation	\$136,618	\$0	\$68,683	\$215,065	
Homebuyer Assistance	\$3,773 (ADDI)	\$142,177 \$3,857 (ADDI)	\$68,682	\$220,000	
Acquisition Rehabilitation of Homes		\$0	\$0	\$220,000	\$300,000
Totals	\$147,581	\$149,457	\$144,595	\$691,458	\$300,000
ADDI is the American Dream Down Payment Initiative a federal set-aside in HOME					

State Housing Fund	
Activity	2008/2009
Emergency Home Repair	\$297,000

2008/2009 CDBG Project Summaries

Old Town Street Reconstruction

This project will use \$1.1 million federal CDBG funds and \$500,000 in general funds to reconstruct streets, upgrade water lines, install additional fire hydrants and repair sidewalks south of Main Street between 7th Street and 4th Street. The project consists of the following streets located in Census Tract 061400.1: Harrison Drive, Randy Street, Dee Street, Doris Street, Corral Street, Aqua Fria Lane and 6th Street between 4th Street and 7th Street and 4th Street and 7th Street between Harrison Drive and Main Street.

The project will reconstruct the streets including the installation of a new 9" Aggregate Base Course and 2.5" Asphalt Concrete street surface. The project will replace the existing 4" cement water pipe with 8" Iron Ductile Pipe. Additional fire hydrants will be installed as necessary to comply with city fire code. Existing sidewalks, curbs and gutters will be repaired as necessary. All work will be conducted in accordance with city code and engineering standards.

Teen Job Training Program

The City of Avondale Neighborhood and Family Services Department will partner with community agencies to implement a teen job training and post-secondary education program. The program will identify teens ages 15-20 who can most benefit from job training post-secondary education. The program will develop valuable workforce skills through basic work forces skills training, vocational education, vocational certification and a paid summer work experience with no monetary cost to participants.

Owner Occupied Housing Rehabilitation

The City of Avondale will contract with one or more non-profit organizations to conduct a housing rehabilitation program in Avondale. The type of housing rehabilitation services to be provided will range from emergency repair, such as the replacement of an air conditioner or water heater to substantial rehabilitation in which all substandard conditions and code violations in a home are alleviated. The project will be conducted in the corporate limits of the City of Avondale with emphasis in the neighborhoods of Old Town, Cashion, Las Ligas and Rio Vista.

First Time Homebuyer Assistance Program

The City of Avondale will contract with one or more non-profit organizations to provide a homebuyer assistance program in Avondale in which loans are provided for a down payment and grants are provided for closing costs. The Homebuyer assistance program is designed to assist low-income homebuyers who are able to purchase a home based on income, credit and job history but lack the savings to pay the down payment and closing costs. The program will include a comprehensive homebuyer education program which educates the homebuyer on all aspects of mortgage financing, the title process, property taxes and budgeting. The program includes an education aspect on homeowner maintenance responsibilities as well.

IDA Down Payment and Closing Costs Assistance Program

The City NFSD will implement the Individual Development Account (IDA) Program which provides financial education and homeownership assistance to first time homebuyers. Program participants are assisted with setting up a savings account in which up to \$5,000 is matched 3 to 1 toward the purchase of a new home. To be eligible for the match participants must save on a regular basis for at least 10 months. HOME funds from the City's Homebuyer Assistance Program are also used, if necessary, toward the purchase of the home. Homebuyer education and counseling are provided throughout the process.

Economic Development

The City of Avondale will implement a commercial renovation program in which building owners may receive matching funds for building front improvements to buildings located along Western Avenue from Dysart Road to Litchfield Road. The funds will be provided as a forgivable loan which will be forgiven over five years contingent upon good building maintenance. The design of the new building fronts will be consistent with the architectural standards set-forth in the Old Town Avondale Business District Design Guidelines.

RESOLUTION NO. 2732-408

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE 2008/2009 ANNUAL ACTION PLAN PORTION OF THE 2006-2009 CONSOLIDATED PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR RECEIPT OF FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, Title 1 of the Housing and Community Development Act of 1974, as amended, establishes a Community Development Block Grant (“CDBG”) program for the purpose of developing viable urban communities by providing decent housing and suitable living environment and expanding economic opportunities and preventing and/or eliminating conditions of slum and blight, principally for persons of low and moderate income; and

WHEREAS, the City of Avondale (the “City”) desires to receive CDBG funds and continue to carry out CDBG-funded programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) is prepared to provide \$488,409 in CDBG funds to the City for Fiscal Year 2008/2009; and

WHEREAS, the Code of Federal Regulations, 24 CFR Part 91, issued by HUD requires the submission to HUD and subsequent approval by HUD of a multi-year Consolidated Plan and an Annual Action Plan as a condition of receiving CDBG funds; and

WHEREAS, the City of Avondale 2006-2009 Consolidated Plan (the “Consolidated Plan”) was approved by Council of the City of Avondale (the “City Council”) on May 1, 2006 and by HUD in June 2006; and

WHEREAS, the City prepared an updated 2008/2009 Annual Action Plan element of the Consolidated Plan listing activities to be funded in the 2008/2009 program year; and

WHEREAS, the City has completed public participation requirements in accordance with 24 CFR Part 91, including a public hearing held on October 17, 2007 and a 30 day comment period beginning March 1, 2008 and extending through April 1, 2008, from which comments were received from City residents and incorporated into the 2008/2009 Annual Action Plan.

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

SECTION 1. That the 2008/2009 Annual Action Plan portion of the 2006-2009 Consolidated Plan and the allocation of funding to the activities to be undertaken described below are hereby approved and authorized for submission to HUD.

2008/2009 CDBG Annual Action Plan Allocations				
Activity	2006-2007	2007-2008	2008-2009	2009-1010 Pre-Award
Administration	\$61,267	\$97,671	\$97,682	
Street Reconstruction	\$200,000	\$300,000	\$300,000	**\$300,000
Youth Job Training	\$40,000		\$30,000	
Saint Mary’s Food Bank	\$0	\$5,000	\$0	
Child Crisis Center	\$0	\$8,000	\$0	
Emergency Home Repair	\$138,863	\$50,683		
Commercial Building Front Rehabilitation	\$0	\$0	\$121,176	
CDBG Totals	\$440,130	\$461,354	\$548,858	
Total Grant	\$473,579	\$488,354	\$488,409	
Amount to Reallocate	\$33,449	\$27,000	*(\$60,449)	
* \$60,449 in unspent 2006-2007 and 2007-2008 funds were transferred into 2008-2009				
** \$300,000 is being allocated “Pre-Award” pursuant to 24 CFR Part 570.200 (h)(1)(i).				

SECTION 2. Pursuant to 24 CFR § 570.200 (h)(1) the City intends to incur “Pre-award” costs for infrastructure improvements during the 2008-2009 program year utilizing a portion of its anticipated 2009/2010 CDBG allocation, which costs will be reimbursed to the City after the anticipated effective date of the 2009/2010 grant agreement. The City Council hereby authorizes and directs the City Manager or designee to take all steps necessary to ensure that the requirements of 24 CFR § 570.200 (h)(1) have been met.

SECTION 3. That the City Council hereby finds that expenditures as set forth in the 2008/2009 Annual Action Plan are necessary and appropriate and further, that said expenditures for the CDBG program will serve to assist low- and moderate-income individuals/families (no less than 70 percent as described in federal regulations) and/or serve to prevent or eliminate conditions of slum or blight in the community.

SECTION 4. That the Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and 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, April 21, 2008.

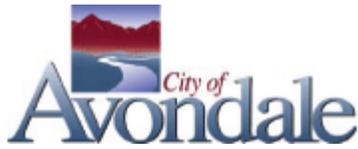
Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Construction Contract – Ellison Mills Contracting, LLC
- Dysart Road Improvements - Van Buren Street to Main

MEETING DATE:

April 21, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a construction contract to Ellison Mills Contracting, LLC to replace an existing waterline and improve Dysart Road between Main Street and Van Buren Street, in the amount of \$2,306,523.03 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The approved 2007-2008 Capital Improvement Program (CIP) includes projects that fund the replacement of existing waterlines and pavement improvements on Dysart Road. The project's limits are from approximately 700 feet north of Main Street, also referred to as Buckeye Road, to the southerly curb returns at Van Buren Street (see attached vicinity map).

On November 6, 2006, City Council approved a Professional Services Agreement (PSA) with Stanley Consultants to provide design services and construction documents for this project. On October 23, 2007 the City Manager approved Amendment #1 to the PSA with Stanley for additional waterline design.

This project consists of waterline, roadway and other improvements along Dysart Road from Van Buren Street to Main Street (approximately 1 mile). The proposed 12-inch polywrapped ductile iron pipe waterline will be constructed along the west side of Dysart Road starting at Western Avenue and ending at the intersection of Dysart Road and Van Buren Street. Proposed roadway improvements will improve the existing roadway through mill and overlaying selected roadway areas and by removing and replacing the existing roadway in other selected roadway areas.

DISCUSSION:**SCOPE OF WORK:**

The scope of work for this project will include:

- Installation of 12-inch and 8-inch polywrapped DIP
- Removal and installation of asphaltic concrete within selected roadway areas
- Mill and overlay selected roadway areas
- Concrete valley gutters
- Sidewalk, curb and gutter
- Catch basins, fire hydrants, storm drain
- Signing and pavement marking
- Video detection

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on March 4 and 7, 2008; and the Arizona

Business Gazette on March 6, 2008. The Engineering Department held a pre-bid meeting on March 27, 2008. Eight (8) bids were received and opened on April 3, 2008. Each bid package was reviewed and all bidders met the bidding requirements. The firms submitting bids and the amount of their bids are as follows:

<u>BIDDER</u>	<u>AMOUNT</u>	<u>M/DBE</u>
Ellison Mills Contracting	\$2,306,523.03	No
Standard Construction	\$2,521,213.14	No
Pierson Construction	\$2,681,786.50	No
FNF Construction	\$2,747,794.69	No
Wheeler Construction	\$2,764,797.50	No
Blucor Contracting	\$2,825,515.61	No
J. Banicki Construction	\$2,871,747.74	No
Down To Earth	\$2,924,953.68	No

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

Ellison Mills Contracting, LLC, with a bid of \$2,306,523.03, was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Ellison Mills Contracting, LLC to be competent and qualified for this project. Ellison Mills Contracting, LLC has successfully completed similar work for other local government agencies. Staff verified with the Registrar of Contractors that no claims are on file against this contractor.

SCHEDULE:

A tentative construction schedule is as follows:

<u>PROJECT MILESTONES</u>	<u>TARGET DATES</u>
Issue Notice of Award	04/22/08
Pre-Construction Conference	05/12/08
Issue Notice-to-Proceed	05/06/08
Begin Construction	05/20/08
Completion	11/16/08

BUDGETARY IMPACT:

Funding for this project in the amount of \$2,306,524 is available in the following line items:

- \$578,500 in Street Fund Line Item No. 304-1093-00-8420 (Dysart-Van Buren to Riley-Mill/Overlay)
- \$683,437 in Street Fund Line Item No. 304-1122-00-8420 (Dysart-Main to Riley-Improvements)
- \$1,044,587 in Water Fund Line Item No. 514-1098-00-8520 (Dysart-Van Buren to Western Waterline)

RECOMENDATION:

Staff recommends that the City Council award a construction contract to Ellison Mills Contracting, LLC to replace an existing waterline and improve Dysart Road between Main Street and Van Buren Street, in the amount of \$2,306,523.03 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

Contract is on file with the City Clerk.

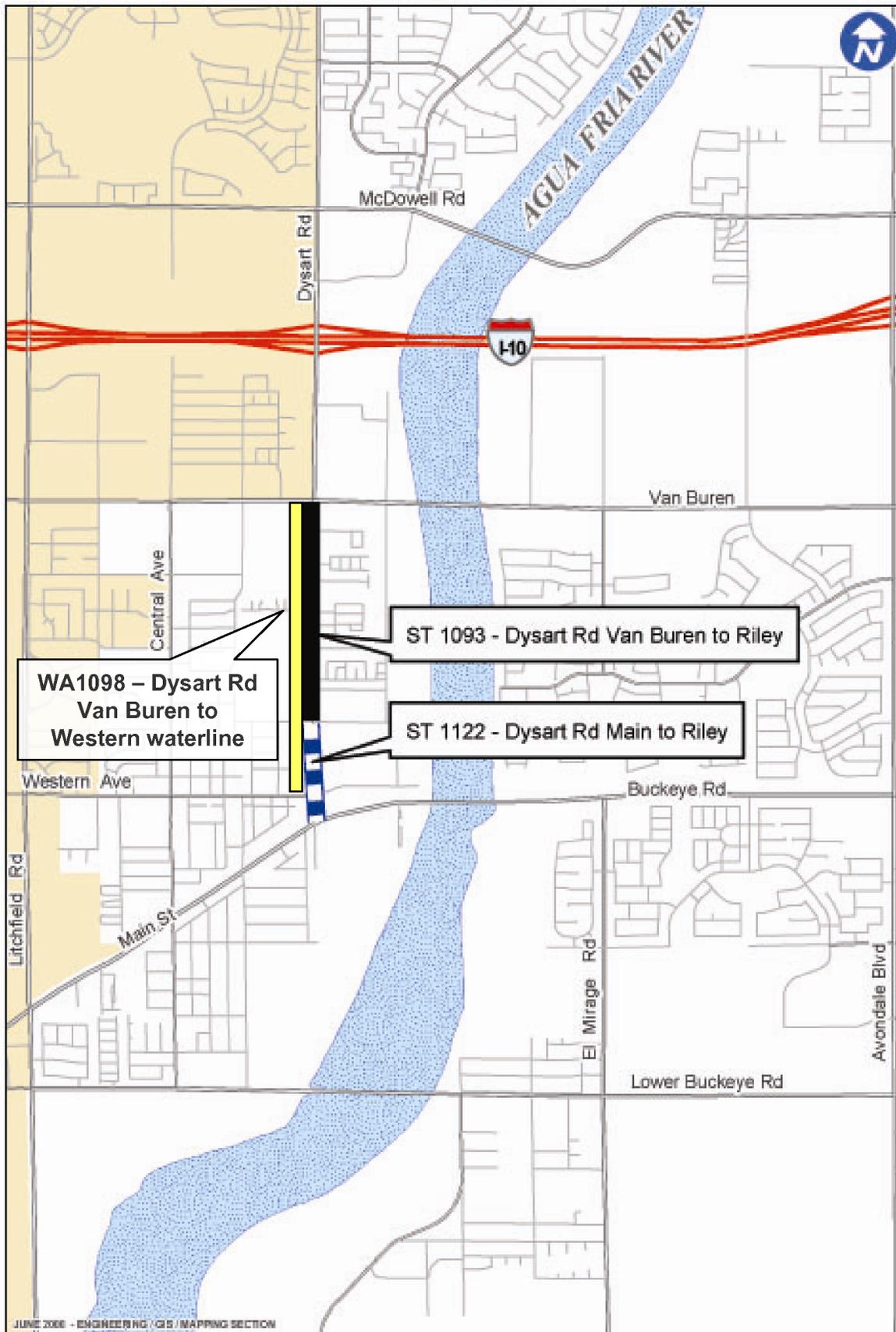
ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [Bid Tab](#)

VICINITY MAP



Dysart Rd - Van Buren to Riley Improvements &
Dysart Rd - Main to Riley Improvements

Bid Tabulation
 ST1093, ST1122 WA1098 - Van Buren Street to Main
 Bid Date - April 3, 2008

Item No.	Description of Materials and/or Services	Unit	Qty	Blucor		Down To Earth		Ellison Mills		FNF		J. Banicki	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
107-1	Community Relations Support (ALLOWANCE)	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
107-2	AZPDES	LS	1	\$17,339.24	\$17,339.24	\$18,540.00	\$18,540.00	\$5,450.00	\$5,450.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00
107-3	Construction Staking, Surveying and Layout	LS	1	\$11,362.27	\$11,362.27	\$16,704.00	\$16,704.00	\$15,696.00	\$15,696.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
107-4	As-Built Plan Preparation	LS	1	\$2,078.47	\$2,078.47	\$4,640.00	\$4,640.00	\$4,360.00	\$4,360.00	\$1,400.00	\$1,400.00	\$4,500.00	\$4,500.00
107-5	UPRR Right of Entry Agreement	LS	1	\$747.17	\$747.17	\$580.00	\$580.00	\$1,090.00	\$1,090.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
107-6	UPRR Flag Person	ALLOW	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
110-1	Miscellaneous Waterline Reimbursables	ALLOW	1	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
110-2	Miscellaneous Roadway Reimbursables	ALLOW	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
202-1	Mobilization/Demobilization	LS	1	\$26,001.56	\$26,001.56	\$5,000.00	\$5,000.00	\$48,842.90	\$48,842.90	\$108,000.00	\$108,000.00	\$51,200.00	\$51,200.00
301-1	Subgrade Preparation	SY	11,433	\$0.83	\$9,489.39	\$11.54	\$131,936.82	\$6.63	\$75,800.79	\$5.00	\$57,165.00	\$5.00	\$57,165.00
310-1	Aggregate Base Course	TN	4,288	\$11.83	\$50,727.04	\$25.75	\$110,416.00	\$17.66	\$75,726.08	\$15.00	\$64,320.00	\$12.50	\$53,600.00
316-1	Crack Sealing	LS	1	\$5,542.59	\$5,542.59	\$5,800.00	\$5,800.00	\$15,260.00	\$15,260.00	\$59,000.00	\$59,000.00	\$45,000.00	\$45,000.00
317-1	Asphalt Milling, 2"	SY	26,085	\$3.60	\$93,906.00	\$2.39	\$62,343.15	\$2.68	\$69,907.80	\$1.75	\$45,648.75	\$1.60	\$41,736.00
321-1	Asphalt Concrete Pavement, (Superpave 19MM) (5")	TN	3,109	\$81.73	\$254,098.57	\$85.32	\$265,259.88	\$61.74	\$191,949.66	\$68.00	\$211,412.00	\$64.00	\$198,976.00
325-1	Rubberized Asphalt Concrete Surface Course, 2"	TN	4,080	\$110.19	\$449,575.20	\$109.68	\$447,494.40	\$82.43	\$336,314.40	\$81.00	\$330,480.00	\$83.00	\$338,640.00
329-1	Bituminous Tack Coat	TN	13	\$367.20	\$4,773.60	\$1,055.60	\$13,722.80	\$327.00	\$4,251.00	\$1,300.00	\$16,900.00	\$700.00	\$9,100.00
336-1	Pavement Replacement Per Trench, Type A	SY	1,169	\$37.92	\$44,328.48	\$44.31	\$51,798.39	\$27.20	\$31,796.80	\$90.00	\$105,210.00	\$40.00	\$46,760.00
336-2	Temporary Pavement Replacement Per Trench DTL Type B	SY	893	\$13.25	\$11,832.25	\$28.71	\$25,638.03	\$13.41	\$11,975.13	\$78.00	\$69,654.00	\$40.00	\$35,720.00
340-1	Construct Curb & Gutter Per MAG Std Det 220 Type A	LF	485	\$16.44	\$7,973.40	\$14.35	\$6,959.75	\$8.72	\$4,229.20	\$11.00	\$5,335.00	\$12.50	\$6,062.50
340-2	Construct 4' Wide Concrete Sidewalk Per MAG Std Det 230	SF	1,920	\$3.44	\$6,604.80	\$3.38	\$6,489.60	\$1.96	\$3,763.20	\$2.80	\$5,376.00	\$3.00	\$5,760.00
340-3	Construct Valley Gutter Per MAG Std Det 240	LF	24	\$17.93	\$430.32	\$87.75	\$2,106.00	\$13.08	\$313.92	\$35.00	\$840.00	\$55.00	\$1,320.00
345-1	Adjust Existing Manhole Frame & Cover, MAG Std Det 422	EA	19	\$332.55	\$6,318.45	\$307.40	\$5,840.60	\$436.00	\$8,284.00	\$310.00	\$5,890.00	\$280.00	\$5,320.00
345-2	Adjust Existing Water Valve Box, MAG Std Det 391-1-A	EA	42	\$263.27	\$11,057.34	\$272.60	\$11,449.20	\$218.00	\$9,156.00	\$250.00	\$10,500.00	\$220.00	\$9,240.00
350-1	Remove Existing 18" Storm Drain Pipe	LF	20	\$19.61	\$392.20	\$23.20	\$464.00	\$133.25	\$2,665.00	\$30.00	\$600.00	\$35.00	\$700.00
350-2	Remove Existing Pavement	SY	11,432	\$17.72	\$202,575.04	\$9.05	\$103,459.60	\$1.14	\$13,032.48	\$6.00	\$68,592.00	\$3.15	\$36,010.80
350-3	Remove Existing Drainage Structure	EA	2	\$971.12	\$1,942.24	\$464.00	\$928.00	\$2,376.20	\$4,752.40	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00
350-4	Remove Existing Curb & Gutter	LF	35	\$4.85	\$169.75	\$18.72	\$655.20	\$31.77	\$1,111.95	\$25.00	\$875.00	\$10.00	\$350.00
350-5	Remove Existing Sidewalk	SF	120	\$2.97	\$356.40	\$5.46	\$655.20	\$9.27	\$1,112.40	\$8.00	\$960.00	\$3.50	\$420.00
350-6	Remove Asbestos Cement Pipe	LF	700	\$10.79	\$7,553.00	\$5.80	\$4,060.00	\$8.64	\$6,048.00	\$20.00	\$14,000.00	\$30.00	\$21,000.00
401-1	Traffic Control	LS	1	\$94,413.39	\$94,413.39	\$37,113.50	\$37,113.50	\$29,430.00	\$29,430.00	\$96,000.00	\$96,000.00	\$105,000.00	\$105,000.00
401-2	Uniformed Off-Duty Officer	ALLOW	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
405-1	Install New Survey Marker Per MAG Std Det 120-1A	EA	2	\$325.63	\$651.26	\$342.20	\$684.40	\$218.00	\$436.00	\$300.00	\$600.00	\$260.00	\$520.00
405-2	Install New Survey Marker Per MAG Std Det 120-1B	EA	4	\$117.78	\$471.12	\$110.20	\$440.80	\$218.00	\$872.00	\$109.00	\$436.00	\$100.00	\$400.00
460-1	Obliterate Existing Striping	LF	1,070	\$1.73	\$1,851.10	\$1.45	\$1,551.50	\$1.36	\$1,455.20	\$1.85	\$1,979.50	\$1.60	\$1,712.00
460-2	Obliterate Existing Pavement Marking Symbol-(RR Crossing)	EA	2	\$90.07	\$180.14	\$388.60	\$777.20	\$70.85	\$141.70	\$110.00	\$220.00	\$100.00	\$200.00
460-3	Obliterate Existing Pavement Marking Symbol-(Arrow)	EA	6	\$90.07	\$540.42	\$174.00	\$1,044.00	\$70.85	\$425.10	\$65.00	\$390.00	\$60.00	\$360.00
461-1	Paint Bull Nose - Yellow	EA	3	\$128.87	\$386.61	\$116.00	\$348.00	\$101.37	\$304.11	\$125.00	\$375.00	\$110.00	\$330.00
462-1	90 MM (4") White Thermoplastic Traffic Stripe	LF	4,050	\$1.25	\$5,062.50	\$0.99	\$4,009.50	\$1.96	\$7,938.00	\$0.85	\$3,442.50	\$0.75	\$3,037.50
462-2	60 MM (4") White Thermoplastic Traffic Stripe	LF	4,690	\$0.34	\$1,594.60	\$0.64	\$3,001.60	\$0.55	\$2,579.50	\$0.40	\$1,876.00	\$0.35	\$1,641.50
462-3	60 MM (4") Yellow Thermoplastic Traffic Stripe	LF	12,220	\$0.34	\$4,154.80	\$0.64	\$7,820.80	\$0.55	\$6,721.00	\$0.40	\$4,888.00	\$0.35	\$4,277.00
462-4	Thermoplastic Pavement Arrow (Through) Per ADOT Std Det M-11	EA	2	\$214.77	\$429.54	\$179.80	\$359.60	\$294.30	\$588.60	\$160.00	\$320.00	\$140.00	\$280.00
462-5	Thermoplastic Pavement Arrow (Left Turn) Per ADOT Std Det M-11	EA	10	\$214.77	\$2,147.70	\$179.80	\$1,798.00	\$294.30	\$2,943.00	\$160.00	\$1,600.00	\$140.00	\$1,400.00

Bid Tabulation
 ST1093, ST1122 WA1098 - Van Buren Street to Main
 Bid Date - April 3, 2008

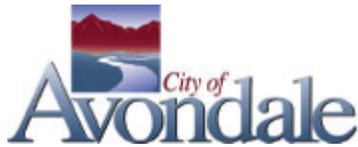
Item No.	Description of Materials and/or Services	Unit	Qty	Blucor		Down To Earth		Ellison Mills		FNF		J. Banicki	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
462-6	Thermoplastic Pavement Arrow (Right Turn) Per ADOT Std Det M-11	EA	2	\$214.77	\$429.54	\$179.80	\$359.60	\$294.30	\$588.60	\$160.00	\$320.00	\$140.00	\$280.00
462-7	Thermoplastic Railroad Crossing Pavement Marking Per ADOT Std Det M-5 & M-10	EA	4	\$415.69	\$1,662.76	\$493.00	\$1,972.00	\$294.30	\$1,177.20	\$160.00	\$640.00	\$140.00	\$560.00
475-1	Furnish & Install Video Detection Device (4 Camera System)	EA	1	\$52,238.73	\$52,238.73	\$43,848.00	\$43,848.00	\$29,430.00	\$29,430.00	\$49,000.00	\$49,000.00	\$32,000.00	\$32,000.00
475-2	Furnish & Install Video Detection Device (1 Camera System)	EA	1	\$20,806.80	\$20,806.80	\$17,226.00	\$17,226.00	\$16,350.00	\$16,350.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
476-1	Replace Pull Boxes and Install 4-Inch Conduit	LS	1	\$4,020.81	\$4,020.81	\$7,424.00	\$7,424.00	\$13,080.00	\$13,080.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
505-1	Install New Catch Basin Per MAG Std Det 533-1 Type	EA	2	\$1,584.00	\$3,168.00	\$2,861.72	\$5,723.44	\$2,616.00	\$5,232.00	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00
601-1	Trench Over-Excavation	CY	100	\$8.96	\$896.00	\$11.60	\$1,160.00	\$54.50	\$5,450.00	\$30.00	\$3,000.00	\$38.00	\$3,800.00
610-1	12" Dip Water, Per MAG Std Spec 610 and 750	LF	5,459	\$60.16	\$328,413.44	\$82.36	\$449,603.24	\$34.10	\$186,151.90	\$48.00	\$262,032.00	\$88.00	\$480,392.00
610-2	8" Dip Water, Per MAG Std Spec 610 and 750	LF	405	\$97.71	\$39,572.55	\$87.00	\$35,235.00	\$31.94	\$12,935.70	\$30.00	\$12,150.00	\$115.00	\$46,575.00
610-3	6" Dip Water, Per MAG Std Spec 610 and 750	LF	1,113	\$66.01	\$73,469.13	\$73.08	\$81,338.04	\$21.89	\$24,363.57	\$28.00	\$31,164.00	\$87.00	\$96,831.00
610-4	4" Dip Water, Per MAG Std Spec 610 and 750	LF	117	\$67.84	\$7,937.28	\$69.60	\$8,143.20	\$31.12	\$3,641.04	\$34.00	\$3,978.00	\$85.00	\$9,945.00
610-5	Concrete Encasement Per MAG Std Dtl 404-3	EA	2	\$1,494.34	\$2,988.68	\$1,595.00	\$3,190.00	\$436.00	\$872.00	\$1,500.00	\$3,000.00	\$2,750.00	\$5,500.00
610-6	8" Curb Stop w/Flusing Pipe Per MAG Std Dtl 390, Type "B"	EA	5	\$1,310.79	\$6,553.95	\$696.00	\$3,480.00	\$2,752.30	\$13,761.50	\$1,800.00	\$9,000.00	\$1,400.00	\$7,000.00
615-1	Sanitary Sewer Service Tap w/Cap Per MAG Std Dtl 440-1	EA	4	\$2,132.07	\$8,528.28	\$4,176.00	\$16,704.00	\$2,225.61	\$8,902.44	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00
618-1	Install 24" Concrete Pipe Collar Per MAG Std Det 505	EA	3	\$409.71	\$1,229.13	\$290.00	\$870.00	\$436.00	\$1,308.00	\$2,000.00	\$6,000.00	\$690.00	\$2,070.00
618-2	Install 24" RCP Class IV	LF	20	\$92.55	\$1,851.00	\$75.40	\$1,508.00	\$59.95	\$1,199.00	\$80.00	\$1,600.00	\$200.00	\$4,000.00
625-1	Manhole Per MAG Std Dtl 420-2	EA	4	\$5,344.13	\$21,376.52	\$3,712.00	\$14,848.00	\$3,161.00	\$12,644.00	\$3,000.00	\$12,000.00	\$5,000.00	\$20,000.00
630-1	12" Gate Valve, with Valve Box and Cover	EA	14	\$2,667.31	\$37,342.34	\$2,842.00	\$39,788.00	\$2,744.25	\$38,419.50	\$2,500.00	\$35,000.00	\$2,600.00	\$36,400.00
630-2	8" Gate Valve, with Valve Box and Cover	EA	10	\$1,433.62	\$14,336.20	\$1,542.80	\$15,428.00	\$2,530.32	\$25,303.20	\$1,800.00	\$18,000.00	\$2,000.00	\$20,000.00
630-3	6" Gate Valve, with Valve Box and Cover	EA	24	\$1,055.36	\$25,328.64	\$1,067.20	\$25,612.80	\$1,348.59	\$32,366.16	\$1,500.00	\$36,000.00	\$1,280.00	\$30,720.00
630-4	2" Air Release/Air Vacuum Valve Per Detail on Sheet 16	EA	2	\$4,619.33	\$9,238.66	\$3,480.00	\$6,960.00	\$5,401.68	\$10,803.36	\$4,200.00	\$8,400.00	\$5,000.00	\$10,000.00
630-5	4" Gate Valve, with Valve Box and Cover	EA	3	\$844.47	\$2,533.41	\$754.00	\$2,262.00	\$1,467.82	\$4,403.46	\$900.00	\$2,700.00	\$1,200.00	\$3,600.00
631-1	2" Water Service (Meter Provided by City)	EA	6	\$3,898.35	\$23,390.10	\$4,756.00	\$28,536.00	\$3,342.47	\$20,054.82	\$1,600.00	\$9,600.00	\$2,600.00	\$15,600.00
631-2	Water Sampling Station Per Detail on Sheet C14	EA	1	\$2,901.28	\$2,901.28	\$3,364.00	\$3,364.00	\$3,739.92	\$3,739.92	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
631-3	Remove Valve Box, Per Detail B on Sheet C15	EA	28	\$168.25	\$4,711.00	\$69.60	\$1,948.80	\$514.63	\$14,409.64	\$77.00	\$2,156.00	\$300.00	\$8,400.00
631-4	Connect to Existing Water Service Connection on Private Property (City to Secure Temporary Access)	EA	16	\$312.54	\$5,000.64	\$371.20	\$5,939.20	\$1,492.96	\$23,887.36	\$1,600.00	\$25,600.00	\$2,500.00	\$40,000.00
631-5	3" Water Service Replacement (City to Provide Meter)	EA	2	\$1,183.73	\$2,367.46	\$3,422.00	\$6,844.00	\$10,757.68	\$21,515.36	\$11,000.00	\$22,000.00	\$5,500.00	\$11,000.00
631-6	2" Water Service Replacement (Meter Provided by City)	EA	15	\$1,971.16	\$29,567.40	\$4,640.00	\$69,600.00	\$2,242.08	\$33,631.20	\$1,600.00	\$24,000.00	\$2,600.00	\$39,000.00
756-1	Fire Hydrant Assembly Per Detail on Sheet C16	EA	15	\$4,840.62	\$72,609.30	\$199.18	\$2,987.70	\$3,625.49	\$54,382.35	\$4,400.00	\$66,000.00	\$3,300.00	\$49,500.00
756-2	Remove Hydrant, Per Detail A on Sheet C15	EA	8	\$861.82	\$6,894.56	\$43.50	\$348.00	\$1,000.08	\$8,000.64	\$3,000.00	\$24,000.00	\$620.00	\$4,960.00
999-4	Miscellaneous Curb & Gutter Removal and Replacement	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
SUBTOTAL WITHOUT TAX					\$ 2,702,421.54		\$ 2,816,140.54		\$ 2,176,727.24		\$ 2,599,124.75		\$ 2,716,371.30
TAX					123,004.09		108,788.60		124,794.85		148,669.94		155,376.44
TOTAL CALCULATED BY STAFF					\$2,825,425.63		\$2,924,929.14		\$2,301,522.09		\$2,747,794.69		\$2,871,747.74
TOTAL SUBMITTED BY BIDDER					\$2,825,515.61		\$2,924,953.68		\$2,306,523.03		\$2,747,794.69		\$2,871,747.74
Bid Bond Attached?					Yes		Yes		Yes		Yes		Yes
Contractor License Attached?					Yes		Yes		Yes		Yes		Yes
Is Contract Properly signed?					Yes		Yes		Yes		Yes		Yes
Business License Attached?					Yes		Yes		Yes		Yes		Yes
Addendum #1 Attached					Yes		Yes		Yes		Yes		Yes
Addendum #2 Attached					Yes		Yes		Yes		Yes		Yes
Exceptions to specifications?					No		Yes		No		No		No

Bid Tabulation
 ST1093, ST1122 WA1098 - Van Buren Street to Main
 Bid Date - April 3, 2008

Item No.	Description of Materials and/or Services	Unit	Qty	Pierson		Standard		Wheeler		Engineer's Estimate	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price						
107-1	Community Relations Support (ALLOWANCE)	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
107-2	AZPDES	LS	1	\$600.00	\$600.00	\$5,500.00	\$5,500.00	\$14,000.00	\$14,000.00	\$5,000.00	\$5,000.00
107-3	Construction Staking, Surveying and Layout	LS	1	\$16,000.00	\$16,000.00	\$9,800.00	\$9,800.00	\$24,000.00	\$24,000.00	\$40,000.00	\$40,000.00
107-4	As-Built Plan Preparation	LS	1	\$4,400.00	\$4,400.00	\$9,500.00	\$9,500.00	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00
107-5	UPRR Right of Entry Agreement	LS	1	\$550.00	\$550.00	\$400.00	\$400.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00
107-6	UPRR Flag Person	ALLOW	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
110-1	Miscellaneous Waterline Reimbursables	ALLOW	1	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
110-2	Miscellaneous Roadway Reimbursables	ALLOW	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
202-1	Mobilization/Demobilization	LS	1	\$172,000.00	\$172,000.00	\$1,600.00	\$1,600.00	\$17,000.00	\$17,000.00	\$110,000.00	\$110,000.00
301-1	Subgrade Preparation	SY	11,433	\$3.25	\$37,157.25	\$3.50	\$40,015.50	\$3.00	\$34,299.00	\$4.00	\$45,732.00
310-1	Aggregate Base Course	TN	4,288	\$10.00	\$42,880.00	\$21.00	\$90,048.00	\$19.00	\$81,472.00	\$50.00	\$214,400.00
316-1	Crack Sealing	LS	1	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$9,000.00	\$9,000.00	\$50,000.00	\$50,000.00
317-1	Asphalt Milling, 2"	SY	26,085	\$1.25	\$32,606.25	\$3.00	\$78,255.00	\$2.60	\$67,821.00	\$2.00	\$52,170.00
321-1	Asphalt Concrete Pavement, (Superpave 19MM) (5")	TN	3,109	\$65.00	\$202,085.00	\$65.00	\$202,085.00	\$64.00	\$198,976.00	\$110.00	\$341,990.00
325-1	Rubberized Asphalt Concrete Surface Course, 2"	TN	4,080	\$90.00	\$367,200.00	\$84.00	\$342,720.00	\$83.00	\$338,640.00	\$120.00	\$489,600.00
329-1	Bituminous Tack Coat	TN	13	\$600.00	\$7,800.00	\$275.00	\$3,575.00	\$400.00	\$5,200.00	\$600.00	\$7,800.00
336-1	Pavement Replacement Per Trench, Type A	SY	1,169	\$75.00	\$87,675.00	\$65.00	\$75,985.00	\$32.00	\$37,408.00	\$65.00	\$75,985.00
336-2	Temporary Pavement Replacement Per Trench DTL Type B	SY	893	\$35.00	\$31,255.00	\$58.00	\$51,794.00	\$38.00	\$33,934.00	\$13.00	\$11,609.00
340-1	Construct Curb & Gutter Per MAG Std Det 220 Type A	LF	485	\$10.00	\$4,850.00	\$18.00	\$8,730.00	\$12.00	\$5,820.00	\$15.00	\$7,275.00
340-2	Construct 4' Wide Concrete Sidewalk Per MAG Std Det 230	SF	1,920	\$3.00	\$5,760.00	\$5.00	\$9,600.00	\$3.50	\$6,720.00	\$8.00	\$15,360.00
340-3	Construct Valley Gutter Per MAG Std Det 240	LF	24	\$17.00	\$408.00	\$45.00	\$1,080.00	\$25.00	\$600.00	\$15.00	\$360.00
345-1	Adjust Existing Manhole Frame & Cover, MAG Std Det 422	EA	19	\$325.00	\$6,175.00	\$300.00	\$5,700.00	\$375.00	\$7,125.00	\$700.00	\$13,300.00
345-2	Adjust Existing Water Valve Box, MAG Std Det 391-1-A	EA	42	\$300.00	\$12,600.00	\$250.00	\$10,500.00	\$350.00	\$14,700.00	\$500.00	\$21,000.00
350-1	Remove Existing 18" Storm Drain Pipe	LF	20	\$6.00	\$120.00	\$65.00	\$1,300.00	\$31.00	\$620.00	\$100.00	\$2,000.00
350-2	Remove Existing Pavement	SY	11,432	\$4.00	\$45,728.00	\$12.00	\$137,184.00	\$3.50	\$40,012.00	\$5.00	\$57,160.00
350-3	Remove Existing Drainage Structure	EA	2	\$140.00	\$280.00	\$1,700.00	\$3,400.00	\$1,300.00	\$2,600.00	\$500.00	\$1,000.00
350-4	Remove Existing Curb & Gutter	LF	35	\$6.00	\$210.00	\$7.00	\$245.00	\$8.00	\$280.00	\$5.00	\$175.00
350-5	Remove Existing Sidewalk	SF	120	\$1.50	\$180.00	\$4.00	\$480.00	\$2.50	\$300.00	\$5.00	\$600.00
350-6	Remove Asbestos Cement Pipe	LF	700	\$14.00	\$9,800.00	\$15.00	\$10,500.00	\$15.00	\$10,500.00	\$20.00	\$14,000.00
401-1	Traffic Control	LS	1	\$68,000.00	\$68,000.00	\$39,000.00	\$39,000.00	\$75,000.00	\$75,000.00	\$90,000.00	\$90,000.00
401-2	Uniformed Off-Duty Officer	ALLOW	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
405-1	Install New Survey Marker Per MAG Std Det 120-1A	EA	2	\$325.00	\$650.00	\$325.00	\$650.00	\$350.00	\$700.00	\$200.00	\$400.00
405-2	Install New Survey Marker Per MAG Std Det 120-1B	EA	4	\$200.00	\$800.00	\$125.00	\$500.00	\$110.00	\$440.00	\$200.00	\$800.00
460-1	Obliterate Existing Striping	LF	1,070	\$1.40	\$1,498.00	\$2.00	\$2,140.00	\$1.50	\$1,605.00	\$1.00	\$1,070.00
460-2	Obliterate Existing Pavement Marking Symbol-(RR Crossing)	EA	2	\$360.00	\$720.00	\$150.00	\$300.00	\$350.00	\$700.00	\$50.00	\$100.00
460-3	Obliterate Existing Pavement Marking Symbol-(Arrow)	EA	6	\$160.00	\$960.00	\$100.00	\$600.00	\$180.00	\$1,080.00	\$50.00	\$300.00
461-1	Paint Bull Nose - Yellow	EA	3	\$110.00	\$330.00	\$100.00	\$300.00	\$120.00	\$360.00	\$100.00	\$300.00
462-1	90 MM (4") White Thermoplastic Traffic Stripe	LF	4,050	\$1.00	\$4,050.00	\$1.00	\$4,050.00	\$1.00	\$4,050.00	\$0.50	\$2,025.00
462-2	60 MM (4") White Thermoplastic Traffic Stripe	LF	4,690	\$0.60	\$2,814.00	\$0.30	\$1,407.00	\$0.65	\$3,048.50	\$0.50	\$2,345.00
462-3	60 MM (4") Yellow Thermoplastic Traffic Stripe	LF	12,220	\$0.60	\$7,332.00	\$0.30	\$3,666.00	\$0.65	\$7,943.00	\$0.50	\$6,110.00
462-4	Thermoplastic Pavement Arrow (Through) Per ADOT Std Det M-11	EA	2	\$170.00	\$340.00	\$150.00	\$300.00	\$200.00	\$400.00	\$60.00	\$120.00
462-5	Thermoplastic Pavement Arrow (Left Turn) Per ADOT Std Det M-11	EA	10	\$170.00	\$1,700.00	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$60.00	\$600.00

Bid Tabulation
 ST1093, ST1122 WA1098 - Van Buren Street to Main
 Bid Date - April 3, 2008

Item No.	Description of Materials and/or Services	Unit	Qty	Pierson		Standard		Wheeler		Engineer's Estimate	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price
462-6	Thermoplastic Pavement Arrow (Right Turn) Per ADOT Std Det M-11	EA	2	\$170.00	\$340.00	\$150.00	\$300.00	\$200.00	\$400.00	\$60.00	\$120.00
462-7	Thermoplastic Railroad Crossing Pavement Marking Per ADOT Std Det M-5 & M-10	EA	4	\$460.00	\$1,840.00	\$160.00	\$640.00	\$500.00	\$2,000.00	\$60.00	\$240.00
475-1	Furnish & Install Video Detection Device (4 Camera System)	EA	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$48,000.00	\$48,000.00
475-2	Furnish & Install Video Detection Device (1 Camera System)	EA	1	\$17,000.00	\$17,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00
476-1	Replace Pull Boxes and Install 4-Inch Conduit	LS	1	\$17,000.00	\$17,000.00	\$13,000.00	\$13,000.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00
505-1	Install New Catch Basin Per MAG Std Det 533-1 Type	EA	2	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$3,750.00	\$7,500.00	\$3,500.00	\$7,000.00
601-1	Trench Over-Excavation	CY	100	\$28.00	\$2,800.00	\$15.00	\$1,500.00	\$25.00	\$2,500.00	\$12.00	\$1,200.00
610-1	12" Dip Water, Per MAG Std Spec 610 and 750	LF	5,459	\$53.00	\$289,327.00	\$51.00	\$278,409.00	\$85.00	\$464,015.00	\$90.00	\$491,310.00
610-2	8" Dip Water, Per MAG Std Spec 610 and 750	LF	405	\$100.00	\$40,500.00	\$75.00	\$30,375.00	\$115.00	\$46,575.00	\$80.00	\$32,400.00
610-3	6" Dip Water, Per MAG Std Spec 610 and 750	LF	1,113	\$95.00	\$105,735.00	\$60.00	\$66,780.00	\$96.00	\$106,848.00	\$70.00	\$77,910.00
610-4	4" Dip Water, Per MAG Std Spec 610 and 750	LF	117	\$84.00	\$9,828.00	\$55.00	\$6,435.00	\$98.00	\$11,466.00	\$60.00	\$7,020.00
610-5	Concrete Encasement Per MAG Std Dtl 404-3	EA	2	\$1,230.00	\$2,460.00	\$4,800.00	\$9,600.00	\$725.00	\$1,450.00	\$2,600.00	\$5,200.00
610-6	8" Curb Stop w/Flusing Pipe Per MAG Std Dtl 390, Type "B"	EA	5	\$1,075.00	\$5,375.00	\$1,300.00	\$6,500.00	\$900.00	\$4,500.00	\$1,600.00	\$8,000.00
615-1	Sanitary Sewer Service Tap w/Cap Per MAG Std Dtl 440-1	EA	4	\$2,400.00	\$9,600.00	\$1,000.00	\$4,000.00	\$7,500.00	\$30,000.00	\$7,500.00	\$30,000.00
618-1	Install 24" Concrete Pipe Collar Per MAG Std Det 505	EA	3	\$540.00	\$1,620.00	\$600.00	\$1,800.00	\$200.00	\$600.00	\$500.00	\$1,500.00
618-2	Install 24" RCP Class IV	LF	20	\$97.00	\$1,940.00	\$125.00	\$2,500.00	\$80.00	\$1,600.00	\$160.00	\$3,200.00
625-1	Manhole Per MAG Std Dtl 420-2	EA	4	\$5,400.00	\$21,600.00	\$3,300.00	\$13,200.00	\$3,000.00	\$12,000.00	\$5,000.00	\$20,000.00
630-1	12" Gate Valve, with Valve Box and Cover	EA	14	\$2,050.00	\$28,700.00	\$1,800.00	\$25,200.00	\$1,850.00	\$25,900.00	\$2,500.00	\$35,000.00
630-2	8" Gate Valve, with Valve Box and Cover	EA	10	\$1,250.00	\$12,500.00	\$1,100.00	\$11,000.00	\$625.00	\$6,250.00	\$1,600.00	\$16,000.00
630-3	6" Gate Valve, with Valve Box and Cover	EA	24	\$980.00	\$23,520.00	\$800.00	\$19,200.00	\$850.00	\$20,400.00	\$1,200.00	\$28,800.00
630-4	2" Air Release/Air Vacuum Valve Per Detail on Sheet 16	EA	2	\$5,200.00	\$10,400.00	\$1,600.00	\$3,200.00	\$4,200.00	\$8,400.00	\$5,000.00	\$10,000.00
630-5	4" Gate Valve, with Valve Box and Cover	EA	3	\$800.00	\$2,400.00	\$600.00	\$1,800.00	\$850.00	\$2,550.00	\$1,000.00	\$3,000.00
631-1	2" Water Service (Meter Provided by City)	EA	6	\$2,600.00	\$15,600.00	\$2,700.00	\$16,200.00	\$3,500.00	\$21,000.00	\$2,400.00	\$14,400.00
631-2	Water Sampling Station Per Detail on Sheet C14	EA	1	\$2,950.00	\$2,950.00	\$900.00	\$900.00	\$3,000.00	\$3,000.00	\$16,000.00	\$16,000.00
631-3	Remove Valve Box, Per Detail B on Sheet C15	EA	28	\$50.00	\$1,400.00	\$140.00	\$3,920.00	\$300.00	\$8,400.00	\$350.00	\$9,800.00
631-4	Connect to Existing Water Service Connection on Private Property (City to Secure Temporary Access)	EA	16	\$290.00	\$4,640.00	\$500.00	\$8,000.00	\$850.00	\$13,600.00	\$6,000.00	\$96,000.00
631-5	3" Water Service Replacement (City to Provide Meter)	EA	2	\$9,900.00	\$19,800.00	\$3,900.00	\$7,800.00	\$7,500.00	\$15,000.00	\$500.00	\$1,000.00
631-6	2" Water Service Replacement (Meter Provided by City)	EA	15	\$2,600.00	\$39,000.00	\$2,200.00	\$33,000.00	\$4,000.00	\$60,000.00	\$4,000.00	\$60,000.00
756-1	Fire Hydrant Assembly Per Detail on Sheet C16	EA	15	\$3,300.00	\$49,500.00	\$2,800.00	\$42,000.00	\$3,800.00	\$57,000.00	\$4,000.00	\$60,000.00
756-2	Remove Hydrant, Per Detail A on Sheet C15	EA	8	\$500.00	\$4,000.00	\$500.00	\$4,000.00	\$1,300.00	\$10,400.00	\$450.00	\$3,600.00
999-4	Miscellaneous Curb & Gutter Removal and Replacement	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
SUBTOTAL WITHOUT TAX					\$ 2,541,888.50		\$ 2,414,668.50		\$ 2,615,207.50		\$ 3,358,886.00
TAX					145,098.00		106,544.64		149,590.00		\$192,128.28
TOTAL CALCULATED BY STAFF					\$2,686,986.50		\$2,521,213.14		\$2,764,797.50		\$3,551,014.28
TOTAL SUBMITTED BY BIDDER					\$2,681,786.50		\$2,521,213.14		\$2,764,797.50		
Bid Bond Attached?					Yes		Yes		Yes		
Contractor License Attached?					Yes		Yes		Yes		
Is Contract Properly signed?					Yes		Yes		Yes		
Business License Attached?					Yes		Yes		Yes		
Addendum #1 Attached					Yes		Yes		Yes		
Addendum #2 Attached					Yes		Yes		Yes		
Exceptions to specifications?					No		No		No		



CITY COUNCIL REPORT

SUBJECT:

Resolution 2736-408 and Ordinance 1305-408 -
Amending Chapters 6 of the Policy and Procedures
Manual and making it a public record

MEETING DATE:

April 21, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council's adoption of a resolution and an ordinance amending the Personnel Policies and Procedures, Chapter 6 (Employee Benefits) and making said document a public record.

BACKGROUND:

The Human Resources Department, working with legal counsel, is conducting a detailed review of all City personnel policies and procedures. Such a review is required periodically so that City policies are consistent with recent legislation and case law and so that City employees and all managers and supervisors have clear policy and procedural guidance. The review and update of the policies relating to, Employee Benefits has been completed and is ready for Council adoption.

DISCUSSION:

The current policy does not reflect the most current federal and state legislation. Under the proposed policy, clear definitions and current practices are described in detail. In addition, the various types of benefits offered by the City are described. The effect of this policy change provides for greater understanding and clarification of City benefits and leave practices.

Highlights of major policy changes to Chapter 6 (Employee Benefits) described below:

Updates the FMLA policy to reflect the recently amended and enacted Injured Servicemember Leave and Qualifying Exigency Leave. The policy explains the general provisions, the 26 workweeks of leave permitted under the Injured Servicemember Leave in a 12 month period, clarifies Qualifying Exigency Leave, allows employees to use sick leave while out on FMLA and removes the requirement to exhaust all vacation time, clarifies 12 week concurrent leave for birth of child, explains employee responsibilities for reporting leave status and payment of insurance benefits.

Updates the Short-Term Disability to clarify minimum waiting period to 14 calendar days, clarifies that employees may use their vacation and/or personal leave in increments of less than (8) hours to supplement the benefit, clarifies that while receiving Short-Term Disability leave accruals discontinue until employee is released back to work.

Clarifies the Worker's Compensation policy to reflect the 14 day waiting period, updates the maximum monthly wage to \$3,000 to reflect current legislation, clarifies employees are covered from the first day of employment, eliminates language that pertains to temporary disability payments, and leave without pay, life and health benefits.

Clarifies the circumstances under which leave without pay (LWOP) may be granted, the process for approval, and clarifies that COBRA will be offered once benefits are discontinued.

Updates the Military Leave policy to eliminate the language pertaining to operation enduring freedom.

Updates the Holiday Compensation policy to eliminate holiday pay scenarios and places detailed explanations in the administrative policy.

All City employees, including managers and supervisors were requested to review the proposed changes and to recommend any further refinements. These recommendations are incorporated in the proposed amendments. The proposed policy has been available on the intranet for all City employees to review and discussed at various employee meetings, and additional changes were made as appropriate.

BUDGETARY IMPACT:

Any recommended changes that may have a budgetary impact have been incorporated into the budget for fiscal year 2008/2009.

RECOMENDATION:

Staff recommends City Council's adoption of a resolution and an ordinance amending the Personnel Policies and Procedures Manual, Chapter 6 (Employee Benefits) and making said document a public record.

ATTACHMENTS:

Click to download

 [RES - 2736-408](#)

 [ORD 1305-408](#)

 [Chapter 6](#)

RESOLUTION NO. 2736-408

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE EMPLOYEE BENEFITS POLICY."

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

SECTION 1. That certain document entitled the "City of Avondale Employee Benefits Policy" of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, April 21, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

ORDINANCE NO. 1305-408

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL, CHAPTER 6, EMPLOYEE BENEFITS, AND ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE CITY OF AVONDALE EMPLOYEE BENEFITS POLICY.

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

SECTION 1. That certain document known as the City of Avondale Employee Benefits Policy, three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2736-408 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. That the City of Avondale Personnel Policies and Procedures Manual (the “Personnel Manual”), Chapter 6, Employee Benefits, is hereby deleted in its entirety and replaced by the City of Avondale Employee Benefits Policy, which shall be inserted into the Personnel Manual as a new Chapter 6, Employee Benefits.

SECTION 3. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the City of Avondale Employee Benefits Policy adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 21, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



Employee Benefits Policy



CHAPTER 6 Employee Benefits

A. Sick Leave

1. Sick Leave Defined

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

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

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006
Amended effective: May 21, 2008*

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

Historical note: adopted, effective: July 19, 2006

2. Accumulation of Sick Leave

- a.) *Employees* will accrue sick leave at the rate of 3.70 hours per bi-weekly pay period.

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

- b.) *Sworn Fire Fighters* defined as working a 56-hour workweek will accrue sick leave at 5.18 hours per bi-weekly pay period.
- c.) Employees who work less than two thousand and eighty (2080) or who are *part-time regular* will accrue sick leave at the rate of 0.04625 for each hour worked in a pay period. This includes employees who are in job share positions.

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006
Amended effective: May 21, 2008*



- d.) Sick leave hours are accumulated without limit.
- e.) When an employee is promoted, demoted, or transferred, he/she shall retain all accrued sick leave.

3. Sick Leave Usage

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

- a.) Sick leave may be taken when approved by the Department Director.
- b.) A Department Director may require a submission of evidence substantiating the need for sick leave. An absence of three or more days shall be reported to the Human Resources Department to determine if Family Medical Leave Act (FMLA) leave is warranted.

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006
Amended effective: May 21, 2008*

4. Compensation for Sick Leave

Compensation upon retirement will be as follows:

- a.) Employees with 10 years of continuous service with the City of Avondale receive 100% of sick leave up to 250 hours at the current hourly rate or 33.3% of the total balance of sick leave, whichever is greater.

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

- b.) Employees with 20 years of continuous service with the City of Avondale receive 100% of sick leave up to 500 hours at the current hourly rate or 33.3% of the total balance of sick leave, whichever is greater.

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

- c.) Compensation upon resignation will be thirty three percent (33.3%) of accrued sick leave at the employees current pay rate.

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*



B. Family and Medical Leave Act (FMLA), amended and enacted on January 28, 2008.

FMLA provides two additional types of leave to employees with family members in the armed forces. Injured Servicemember Leave and Qualifying Exigency Leave (Necessity).

1. General Provisions

It is the policy of the City of Avondale to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees. For an employee taking Injured Servicemember leave it is the policy of the City to grant up to a total of 26 weeks in a 12-month period. The leave may be paid, unpaid or a combination of paid and unpaid leaves depending on the circumstances of the leave and as specified in this policy. The City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. The maximum amount of leave in a 12-month period for an employee taking Injured Servicemember Leave is 26 workweeks. Sick Leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

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

- a.) The employee must have worked for the City for 12 months or 52 weeks. The twelve months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.
- b.) The employee must have worked at least 1250 hours during the twelve-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

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

- a.) The birth of a child and in order to care for that child;
- b.) The placement of a child for adoption or foster care and to care for the newly placed child;



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

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

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

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

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

f.) *Servicemember Family Leave* - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave.

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

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

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

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this



policy, the City may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

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

Servicemember Family Leave - If husband and wife both work for the City, the husband and wife may only take a combined total of 26 workweeks of leave.

Amended effective: May 21, 2008

4. Employee Status and Benefits During Leave

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

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

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

If the employee contributes to a dental plan, life insurance, disability plan, or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits, and pay their portion of the premiums. If the employee does not continue these payments, the City may discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage,



the City may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

Amended effective: May 21, 2008

5. Employee Status After Leave

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which is similar in terms of pay, benefits, and working conditions.

6. Use of Paid and Unpaid Leave

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

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

7. Intermittent Leave or a Reduced Work Schedule

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

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

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the City before taking intermittent leave or working a reduced



hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The City requires certification of the medical necessity as discussed in this policy.

Amended effective: May 21, 2008

8. Certification of the Serious Health Condition

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

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

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

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

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

9. Procedure for Requesting Leave

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

When an employee plans to take leave under this policy, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo



planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

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

10. Job Benefits and Protection

- a.) For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.
- b.) Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- c.) The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- d.) Unlawful acts by employer, FMLA makes it unlawful for any employer to:
 - 1. Interfere with, restrain, or deny the exercise of any right provided under FMLA.
 - 2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Amended effective: May 21, 2008

11. Enforcement

- a.) The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- b.) An eligible employee may bring a civil action against an employer for violations.
- c.) FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law which provides greater family or medical leave rights.

Historical note: adopted, effective: march 3, 2003

Amended effective: July 19, 2006



C. Short-Term Disability

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

1. Eligibility

A regular, full-time employee who is unable to work due to illness or injury (non-job related) is eligible. The employee must have exhausted all paid sick leave and be absent from work for a minimum of 14 calendar days prior to being eligible for the benefit. For injuries or illnesses requiring immediate hospitalization the benefit shall commence on the date of hospitalization. An employee receiving workers' compensation or disability pay under any State of Arizona plan policy is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work. Violations of this policy will result in disciplinary action up to and including dismissal from City employment.

2. Benefit Payment

The short-term disability benefit payment is 60 percent of the employee's base weekly wages or salary, to a maximum of \$1500 per week. The benefit may be paid for a maximum of 25 weeks in a one year period. Payments are made in accordance with the City payroll periods. The benefit is taxable income.

3. Medical Certification

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

4. Reporting Requirement

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

5. Return to Work

The employee must return to work as soon as permitted by his or her health care provider. The employee must submit a fitness-to-return-to-duty clearance to the Human Resources Department. An employee whose absence has been designated



as FMLA (Family and Medical Leave Act) leave is eligible for reinstatement as provided by the FMLA upon their return to work.

6. Employee Benefits

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

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

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

7. Leave Accruals

While on Short Term Disability leave accruals will discontinue until employee is released back to work.

*Historical note: adopted, effective: July 19, 2006
Amended effective: May 21, 2008*



D. Vacation Leave

1. Accumulation of Vacation Leave

a.) All full-time employees excluding sworn fire fighters will accrue:

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

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

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

Historical note: adopted, effective: July 19, 2006

b.) All Assistant Department Directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS	
First 5 Years	5.54 hours per pay period (18 days per year)
5+ Years	6.16 hours per pay period (20 days per year)

Historical note: adopted, effective: July 19, 2006

c.) All Department Directors and Assistant City Managers will accrue vacation leave as follows:

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

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*



- d.) All full-time **sworn firefighters** defined as working a 56-hour workweek normally scheduled to work varying shifts of duty during a twenty-four (24) hour period but excluding the Department Director, supervisory personnel, and others assigned a regular forty (40) hour workweek, will be granted vacation leave as follows:

Full-Time Sworn Firefighters	
(0 – 5 years)	10.28 hours per pay period
61 months – 120 months (5 – 10 years)	11.20 hours per pay period
121 months – 180 months (10 – 15 years)	12.12 hours per pay period
181 months + (15 years +)	13.05 hours per pay period

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

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

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

- f.) Employees who are working on a **temporary status** are not eligible for vacation time.

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

- g.) Holiday hours will count toward hours worked for purposes of computing overtime.

- h.) Employees who work on a part-time regular status are eligible to accrue vacation time as follows:

First Five (5) Years	.0463 per hour worked per pay period
5 to 10 Years	.0578 per hour worked per pay period
10 to 15 Years	.0693 per hour worked per pay period
15+ Years	.0770 per hour worked per pay period

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*



2. Maximum Accumulation of Vacation Time

Eligible employees have a *maximum accrual of vacation time of two hundred forty (240) hours* or three hundred thirty-six (336) hours in case of sworn fire fighters defined as working a 56-hour workweek.

- a.) employees must use all hours over the maximum accrual by the end of each calendar year. Employees will lose any hours over the maximum accrual amount not used by December 31st of each calendar year.
- b.) vacation leave accumulated in excess of 240 hours (336 hours for sworn fire fighters) as of the last day of the last pay period starting in any calendar year shall be forfeited, *unless the City Manager authorizes an exception in an individual case*. The application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following calendar year, pay the employee for the excess hours, or a combination of both.

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

3. Use of Vacation Leave

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

- a.) Vacation will only be granted during such time, as it is not disruptive to the work schedule of the department concerned.
- b.) During the original probationary period vacation leave may be granted at the discretion of the Department Director.

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

- c.) The vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation annually. Minimum leave balances of vacation hours will be required prior to any vacation sell back as follows:

Employee Type	Minimum Vacation Balance Required	Maximum Sell Back of Vacation Hours
40 hour	160 hours	40 hours
56 hour	210 hours	80 hours



- a.) Vacation sell back will be permitted in November of each fiscal year. Eligible employees that wish to sell back vacation will submit a request to the Department Director by November 1st of each year on the established form. Department Directors will then submit all requests for sell back of vacation to the finance and budget department for payment. Employees will receive their vacation sell back monies in a separate paycheck during the month of December.
- b.) All sell back of vacation hours will be subject to the City’s financial state as determined by the City Council and the City Manager.

Historical note: adopted, effective: July 19, 2006

E. Holidays

1. Official Holidays

The following holidays shall be official paid holidays for employees except for sworn fire fighters defined as working a 56-hour workweek. (See section 9.1 b) and will be posted as they occur:

- | | |
|---|------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr. /civil rights day | Veterans Day |
| Presidents’ Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| | Personal day |

- a.) Whenever a holiday shall fall on Saturday, it shall be observed on the preceding Friday.
- b.) Whenever a holiday shall fall on Sunday, it shall be observed on the following Monday.

2. Hours Observed for Holiday

a.) Employees scheduled to work.

An employee whose normal work week consists of five eight-hour shifts and is regularly scheduled to work on an observed official holiday listed in subsection (E)(1) above is entitled to be absent with pay for the number of hours regularly scheduled to work.

b.) Employees *not* scheduled to work.

An employee whose normal work week consists of five eight-hour shifts and is not scheduled to work on a day on an observed official holiday listed in subsection (E)(1) above shall receive holiday compensation for the number of



hours normally worked that day, provided the employee is not on leave without pay on the employee’s work days immediately preceding or following the day on which the holiday is observed and the employee is available for duty.

c.) Employees *required to work*.

An employee whose normal work week consists of five eight-hour shifts and is required to work on an observed official holiday listed in subsection (E)(1) above shall receive both holiday compensation and the choice of one hour of pay at the current salary rate for each hour worked OR one hour of vacation leave for each hour worked which shall accrue, be used and be subject to carryover limits in the same manner as all other vacation leave.

3. Holiday Compensation

a.) For each hour of holiday compensation authorized, an eligible employee whose normal work week consists of five eight-hour shifts shall receive compensation as follows:

1. If a holiday falls on the first day of an employee’s regular two-day off period, the day preceding shall be considered a legal holiday for that employee.
2. If a holiday falls on the second day of an employee’s regular two-day off period, the following day shall be considered a legal holiday for that employee.

b.) An employee, regardless of the workweek schedule, shall not be paid holiday pay if that employee was in leave without pay status on either of the working days that fall immediately before and after the regularly scheduled holiday.

c.) For *part-time employees*, holiday pay shall be based on the number of hours paid to the employee during the workweek immediately prior to the week in which the holiday falls by the following schedule:

Hours paid: During Previous Week to Holiday	Holiday Leave Granted
40	8
30	6
20	4
Under 20	0

d.) Seasonal, temporary, and emergency employees shall not receive holiday compensation. Holiday hours will count toward hours worked for purposes of computing overtime.



F. Industrial Leave

1. Worker's Compensation Coverage and Supplemental Pay

The City provides, at no cost to employees, workers' compensation coverage, which provides, in accordance with Arizona State law, injury care, and lost wage protection for work-related injuries and illnesses. The City provides supplemental pay for active employees in addition to the Workers' Compensation wage benefit after one full year of employment. The supplemental pay starts from the eighth (8) calendar day, and is intended to compensate employees up to the full amount of their regular pay. Sick leave will be used during the first seven (7) days counted from the first calendar day after the injury if the employee is off work less than 14 days. Employees will receive their regular rate of pay for the day of the injury. Workers Compensation does not reimburse employees for time off to attend doctor's visits or physical therapy visits. If these visits are deemed medically necessary by a licensed practitioner it is up to the department supervisor to determine if time can be taken off during work hours and if the employee will be paid for that time.

2. Determination of Compensability

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

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

3. Separation During a Claim

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

G. Leave Without Pay

1. Employees may request, in writing, leave without pay for certain restricted reasons. The Department Director, Human Resources, and City Manager will determine whether or not to approve the leave request.

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

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



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

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

Amended effective: May 21, 2008

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

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

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

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

H. Bereavement Leave

1. Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed five (5) work days or 40 hours. For the 56 hour per week employee leave will be calculated at 1.4 times the regular rate. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion, and with the Department Director's approval. Upon the death of an employee's aunt, uncle, or cousin, an employee may be granted paid bereavement leave not to exceed one (1) work day.

Amended effective: May 21, 2008

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

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

I. Military Leave

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence, upon written request to the City Manager, with pay from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority, on active duty during training or duty with



troops, field exercises or instruction for a period not to exceed a *total of thirty (30) working days (240 hours) in any two (2) consecutive years*. For the 56 hour per week employee leave will be calculated at 1.4 times the regular rate (336 hours).

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

All regular employees who are or may become active members of the national guard, the army reserves, the navy reserves, the air force reserves, marine reserves, the coast guard, or other reserve military organizations will be entitled to compensation if called to active military duty due to operation enduring freedom or in times of war or national crisis as declared by the president of the united states. In accordance with Arizona law, such employees shall receive military leave with pay for up to 30 days in any two consecutive years. After the 30 days of military leave has been exhausted employees shall be compensated for the difference between their current base gross salary and their military pay for up to one (1) year. Employees may elect to use vacation leave by written request to the Department Director. Vacation leave will not be supplemented by the payment of the difference between the employee's current base salary and their military pay.

The City of Avondale reserves the right to evaluate the employee's status after 12 months and, depending on the country's military situation and the City's financial state, as determined by the City Council, may elect to continue or discontinue reserve benefits that are in excess of those required by federal and state law.

J. Civic Duty Leave

1. General

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

2. Use of Civic Duty Leave

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

- a.) The distance to the work location would preclude timely reporting for the civic duty; or,
- b.) The employee cannot return to work at least one hour before the end of the work shift.

3. General Election Day

- a.) The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to



vote as outlined in the state law. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

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

4. Appearance as a Witness

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

5. Jury and Witness Fees

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

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

K. Administrative Leave

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

*Historical note: adopted, effective: March 3, 2003
Amended effective: July 19, 2006*

L. Health Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides Health, Dental, and Life insurance to regular status full-time employees. Insurance coverage begins thirty (30) days after the first day of the month following the employee's first day of employment.

1. Medical Insurance

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



2. Dental Insurance

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

3. Life Insurance

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

4. Optional Insurance Benefits

The City may provide optional benefits through payroll deduction.

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

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

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

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

Historical note: adopted, effective: July 19, 2006

N. Workers' Compensation Insurance

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job.



1. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on 66 2/3% of the monthly wage up to \$3,000.

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

Amended effective: May 21, 2008

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

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

Amended effective: May 21, 2008

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

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

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

O. Retirement

Employees may be enrolled in the Arizona State Retirement System or the Public Safety Personnel Retirement System. The Public Safety Personnel Retirement System is for commissioned Police and Fire employees.

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

Historical note: adopted, effective: March 3, 2003

Amended effective: July 19, 2006

P. Deferred Compensation Plan

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



this benefit. By deferring income, an employee may lower the income tax they currently pay.

Historical note: adopted, effective: July 19, 2006

Q. Health Savings Account (H.S.A.)

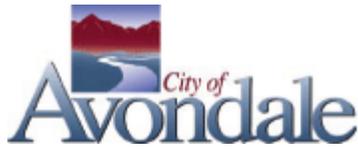
1. Health Savings Accounts (H.S.A.) were created by public law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. H.S.A. are designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.
2. Employees who select a high deductible health plan may be eligible to participate in an H.S.A.
3. The City may elect to contribute funds to employees H.S.A. accounts.

Historical note: adopted, effective: July 19, 2006

R. Flexible Spending Arrangements (FSA)

1. Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements allow employees to be reimbursed for medical expenses.
 - a.) Employees may contribute up to the limit set by the City.
 - b.) No employment or federal income taxes are deducted from employee contributions.
 - c.) The City may elect to contribute funds to employee's FSA accounts.

Historical note: adopted, effective: July 19, 2006



DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1302-408 for Avondale
Spectrum Rezoning (Z-07-10)

MEETING DATE:
April 21, 2008

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

REQUEST: Rezoning from AG (Agricultural) to PAD (Planned Area Development)

PARCEL SIZE: Approximately 50 acres

LOCATION: Northwest corner of 119th Avenue and Corporate Drive (Exhibits A, B, and C)

APPLICANT: Ms. Daniela Bogdan-Kennedy, KKE Architects Inc.

OWNER: Mr. Jim Colegrove, Lapor Partners

BACKGROUND:

The subject property was annexed into the City of Avondale on March 23, 1978. Upon adoption of the City's new zoning map in 1990, the property was zoned AG (Agricultural). The current zoning of the property remains AG and the property is vacant.

The property is designated by the General Plan Land Use Map as Employment (Exhibit C). The Employment designation encourages facilities that provide employment opportunities by allowing uses that include general office, enclosed industrial uses and retail and limited commercial uses that support office and industrial. Additionally, the property is located within the Freeway Corridor Specific Plan area with a land use designation of Employment.

The subject property is bordered on three sides by Interstate 10, Corporate Drive, and 119th Avenue. Surrounding property uses are as follows:

EAST: An undeveloped 80 acre property zoned AG (Agricultural). A General Plan Amendment was approved last year for this property changing the land use designation from "Employment" to "Mixed-Use." An application to re-zone this property to PAD (Planned Area Development) is in review by the City.

SOUTH: Desert Springs Village, a 174 lot single-family residential development currently under development. 48 homes have been completed with an additional 6 under construction.

WEST: Three separate developments border the subject property on the west. The northernmost of these is the 11 acre Papago Commerce Center PAD, approved by the City Council on October 15, 2007. The Papago Commerce Center PAD allows for a mix of light industrial and office uses in line with the CP (Commerce Park) zoning district.

The southernmost parcel to the west is the 28 acre Avondale Crossing PAD, also approved by the City Council on October 15, 2007. Like the Papago Commerce Center, Avondale Crossing allows for a range of light industrial and office uses similar to the CP zoning district. Development has not yet commenced on either PAD.

In between these two planned developments, two single-family homes are being constructed on twin one acre parcels zoned R1-35 (Single-Family Residential).

SUMMARY OF REQUEST:

1. The applicant is requesting to rezone approximately 50 acres from AG (Agricultural) to PAD (Planned Area Development) for a regional office park development. The applicant has submitted a PAD General Development Plan (Exhibit E), which details permitted uses, development standards, and design standards for future development of the site.
2. The proposed development plan divides the property into four sub-areas, each with their own purpose and set of uses. These areas are:
 - **Multi-Story Office Area:** Located directly adjacent to Interstate-10, this land use designation allows for the types of uses typically found within multi-story Class A type office buildings, including business offices, medical offices, full-service restaurants, and banks. The applicant's stated purpose for this area is to provide office and employment uses which capitalize on freeway exposure.
 - **Business Park:** Located in the southwestern quadrant of the site, this land use designation allows for a mix of office and light-manufacturing uses in line with the CP (Commerce Park) zoning district. According to the applicant, the purpose of this sub-area is to provide for employment generating uses within a planned business park environment.
 - **Flex Multi-Tenant Park:** The flex area is located in the southeastern quadrant of the site, excluding the property devoted to support retail along Corporate Drive. Although the permitted uses in this sub-area are identical to the business park sub-area, the applicant envisions this portion of the PAD as a small business incubator zone with an emphasis on small-scale office and research and development type businesses.
 - **Support Retail Area:** The support retail sub-area is limited to 4 acres (8% of gross site area) at the far southeastern corner of the property adjacent to Corporate Drive. This area will provide limited retail, restaurant, and service uses to serve the daily needs of the employees working within the office development.
3. A master site plan for the entire 50 acre parcel will be reviewed by Planning Commission and approved by the City Council upon submittal. The master site plan will identify building footprints, specific building materials and colors, internal circulation, parking area configurations, and landscaping. The applicant is proposing that final building site plans be approved administratively following City Council's approval of the master site plan. Per the Freeway Corridor Specific Plan, 25% of the master planned area must be built in the first phase (12.5 acres).
4. The site will be accessed from 119th Avenue and Corporate Drive. Additionally, a public street will be built internal to the site connecting 119th Avenue to Corporate Drive.
 - The width and design of the internal public street will be determined based upon the results of the traffic study submitted at the time of master site plan submittal.
 - Additional right-of-way and allied improvements beyond the specified widths identified in the transportation plan will be required for intersections, turn lanes, decelerations lanes, transit stops and other requirements based on the results of the full Traffic Impact Study submitted with Master Site Plan.
 - All street improvements will be required to be completed with the first phase of development.
 - Until Corporate Drive is finished to Avondale Boulevard, all vehicular traffic accessing this property will be using 119th Avenue. A future signal is anticipated for the intersection of 119th Avenue and Van Buren and the applicant will be responsible for a cost contribution towards said signal. The amount of contribution shall be based upon the results of the Full Traffic Impact Study submitted with Master Site Plan.
5. The proposed development standards are based upon the CP (Commerce Park) zoning district. The maximum building height proposed is 4 stories, matching the maximum height allowed on this property in the

Freeway Corridor Specific Plan. The PAD is written to allow for even greater height should the Freeway Corridor Specific Plan be amended to allow additional stories in this location.

6. The PAD narrative proposes architectural and site design requirements more stringent than those found in the Zoning Ordinance, including standards which address building mass, rooflines, materials and colors, walls, entrances, and signage. On items not specifically addressed in the PAD narrative, the project will be required to conform to the recently adopted Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

7. Sewer services will be provided by the City of Avondale. A 36 inch sewer line currently exists within a 14 foot wide easement roughly 40 feet west of the eastern property line. Even after all required right-of-way is dedicated along 119th Avenue, this line will still fall outside of the public right-of-way. No structures or walls will be permitted within this sewer easement. Landscaping will also be limited on top of the sewer line.

8. Water services will be provided by the City of Avondale. Both Corporate Drive and 119th Avenue contain 12 inch water lines which can be stubbed onto the subject property.

PARTICIPATION:

The applicant conducted a neighborhood meeting on March 4, 2008 at the Avondale Civic Center, Ocotillo Conference Room. Letters were mailed to the 32 property owners located within 500 feet of the property on February 13, 2008. A sign was posted on the property on February 13, 2008. The neighborhood meeting was advertised in the West Valley View on February 12, 2008. Two area residents attended the meeting; topics of conversation included the proposed land uses, building heights, and construction schedule. (Exhibit F).

A notice of the Planning Commission hearing was published in the West Valley View on March 4, 2008. The property was posted on March 4, 2008. Letters were mailed out to 32 property owners on February 27, 2008. No persons spoke on the item at the Planning Commission meeting.

A notice of the City Council hearing was published in the West Valley View on Tuesday, April 1, 2008. The public hearing notice sign was updated to reflect the date and time of the City Council meeting on March 28, 2008. Letters were mailed to 32 property owners on March 21, 2008. No comments have been received to date.

Due to the proximity of the subject property to Interstate 10, a notice was sent to the Arizona Department of Transportation. In their response letter, ADOT has stated that up to 20 additional feet of right-of-way may be subject to a future taking for I-10 widening purposes. Since ADOT has not yet determined if that additional right-of-way will be necessary, it has requested that a copy of the master site plan submittal be routed to them for review when it is available.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on March 20, 2008 and voted 6-0 to recommend **APPROVAL** of this request subject to the following stipulations (Exhibit G):

1. Development shall conform to the Avondale Spectrum PAD Development Plan Narrative date stamped March 20, 2008, except as modified by these stipulations.
2. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development. In instances where the PAD development plan narrative and the Design Manual conflict, the design standards contained within the PAD development plan narrative shall supersede.
3. A master site plan for the entire 50 acre PAD shall be approved by the City Council prior to development. Subsequently, final site plans may be administratively approved by staff for this development in accordance with the Council approved master site plan and comprehensive sign program.
4. In accordance with the Freeway Corridor Specific Plan, the first phase of development shall include 25%

of the master site planned area, or 12.5 gross acres. All off-site improvements completed as part of the first phase shall count towards this requirement.

5. Individual sub-area boundaries shall be in general conformance with the land use diagram attached to the PAD narrative as Figure 3. The retail sub-area shall not exceed 4 net acres. The multi-story office sub-area shall encompass a minimum of 20 acres.

6. The freeway pylon sign shall not exceed 65 feet in height.

7. A full traffic impact analysis shall be required at the time of master site plan approval.

8. Right-of-way dedication and street improvements shall be required as follows:

- Corporate Drive - Major Collector 70' ROW required (100' full-street with 30' existing) with 2 ½ travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
- 119th Avenue - Minor Collector 40' half street ROW required with 1 ½ travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
- Internal Street (Unnamed) - To Be Determined Based on Traffic Study at the Time of Master Site Plan Review. City Standards at the time of Site Plan Submittal shall apply.

9. Additional right-of-way may be required along 119th Avenue adjacent to the subject property in order to match the alignment of 119th Avenue as it currently exists to the south.

10. Additional right-of-way and associated improvements may be required at the time of master site plan approval for intersections, turn lanes, decelerations lanes, transit stops, and other site specific requirements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer.

11. All off-site improvements shall be completed as part of the first phase of development.

12. A cost contribution towards a traffic signal at the intersection of 119th Avenue and Van Buren Street will be required if warranted. The contribution amount shall be based upon the results of the full traffic impact study submitted at the time of master site plan submittal.

13. A final plat shall be recorded prior to building permit issuance. The plat shall dedicate all required right-of-way, combine existing lots, and abandon the recorded highway easement along the eastern boundary of the property.

14. No structures or walls will be permitted within the sewer easement on the eastern boundary of this property.

15. All irrigation water rights associated with the property shall be conveyed to the City of Avondale prior to master site plan approval.

16. A minimum of one (1) 50 square foot or larger pedestrian refuge area shall be provided for each building within the support retail sub-area, the business park sub-area, and the flex multi-tenant sub-area. Each pedestrian refuge area shall provide at least one bench, two trees, and six shrubs. Shade canopies may be provided in lieu of trees if compatible with the architecture on the site. Each area shall be separate and distinct.

17. A minimum of one (1) 500 square foot or larger pedestrian plaza shall be provided for each building within the multi-story office sub-area. Each plaza shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, onsite furniture and shade coverage.

At the meeting, the Planning Commission commented that stipulation #12 should be clarified to reduce future room for interpretation. Subsequent to the meeting, staff and the applicant have worked together to provide

further clarification on this stipulation as directed by the Planning Commission.

Additionally, stipulation #8 has been revised by the City Attorney to ensure that all future development is in compliance with the City's Transportation Plan at the time of development.

ANALYSIS:

General Plan and Freeway Corridor Specific Plan

- The General Plan Land Use Map designates this property as Employment. The Employment designation encourages facilities that provide employment opportunities. The types of uses allowed in the employment category include general office and enclosed industrial uses, along with retail and commercial uses that support these primary employment uses.
- The uses proposed for the Avondale Spectrum PAD are consistent with this employment designation. The multi-story office sub-area, business park sub-area, and flex multi-tenant park sub-area each have refined use lists intended to maximize employment opportunities on the site. Additionally, both staff and the applicant have worked to ensure that the retail sub-area functions in an appropriate support role to the employment uses on the property and in the immediate vicinity. In order to ensure that the retail area is compatible with the Employment Land Use Designation, the size of the retail sub-area, the size of retail establishments within the retail sub-area, and the breadth of permitted uses have all been limited in this area.
- The sixth goal of the General Plan, Civic Infrastructure Theme, Circulation element is to "Reduce Avondale residents' reliance on automobiles." The integration of support retail uses into this development, as proposed, will reduce the need for future employees working there to drive off-site for meals and other simple errands.
- The subject property falls within the "Freeway Frontage" sub-area of the Freeway Corridor Specific Plan. According to the Specific Plan, the subject property is "well suited for certain types of commercial and commerce park uses which desire high visibility and are not impacted by freeway noise." The location of multi-story office buildings along the Interstate frontage takes advantage of the prominent freeway location.
- The Freeway Corridor Specific Plan states, "Design and landscaping standards must be developed to ensure that development along the Freeway will present an upscale image." The proposed Avondale Spectrum PAD narrative proposes landscaping and design standards in excess of Zoning Ordinance requirements. Additionally, adherence to the Design Manual for Commercial, Industrial, and Multi-Family Residential development will be required to ensure the future development of this site presents the upscale image identified in the Specific Plan.
- The Freeway Corridor Specific Plan identifies a maximum height of four stories for development on this property. The proposed PAD narrative identifies a maximum building height of four stories (56 feet) or the maximum allowed by the Freeway Corridor Specific Plan, whichever is greater.
- Buildings nearest to Interstate-10 will be designed to appear as if they front onto the freeway, as required by the Freeway Corridor Specific Plan.

Permitted Uses and Conditional Uses

- The Permitted Uses proposed for the multi-story office sub-area, business park sub-area, and flex multi-tenant sub-area are consistent with the Commerce Park (CP) Zoning District, with the following exceptions: (1) Within the CP zoning district, sit-down restaurants and banks are permitted subject to a Conditional Use Permit. The applicant is proposing to allow restaurants and banks in the multi-story office sub-area, with the condition that they must be integrated into a multi-story office building. (2) The CP district makes no provision for business services (i.e. copy center, travel agency, etc.). The proposed PAD will allow these uses in the multi-story office sub-area. (3) Certain uses which are allowed in the CP zoning district are viewed as undesirable at this location. This proposal eliminates undesirable uses (including mini-storage, outdoor storage, and service stations) from consideration.
- As discussed above, the retail sub-area has been specifically tailored to conform to the General Plan land use designation of Employment. As such, only uses which will help support the employees of the future office development have been allowed in this sub-area. Retail tenants have been limited to a maximum

floor area of 15,000 square feet in order to ensure that this development maintains its office character.

Development Standards

The development standards for the site are based on the standards of the CP (Commerce Park) zoning district. Instances where this PAD deviates from Zoning Ordinance or Freeway Corridor Specific Plan standards are as follows (unless stated below, proposed standards are identical to Zoning Ordinance Requirements):

Proposed Development Standards less restrictive than Zoning District and/or Freeway Corridor Plan Standards:

- Building Setbacks from 119th Avenue and unnamed local street (Ordinance Standard – 25 feet; Proposed – 15 feet)
- Maximum Building Coverage (Ordinance standard (CP District) – 50%, Proposed – NONE)

Proposed Development Standards that exceed the Zoning District and/or Freeway Corridor Plan Standards:

- Landscape and Building Setbacks from Corporate Drive (Ordinance Standard – 25 feet to building, 10 feet to parking; Proposed – 30 feet to building, 40 feet to parking)
- Landscape Setback from 119th Avenue and unnamed local street (Ordinance Standard – 10 feet, Proposed – 15 feet)
- Parking Adjacent to Interstate 10 (Freeway Corridor Plan Standard – NONE, Proposed – Maximum of 2 rows between multi-story office buildings and I-10)
- Parking Lot Landscaping visible from Corporate Drive (Ordinance Standard – 5%, Proposed – 10%)
- Overall Site Landscaping (Ordinance Standard – 5% of site area, Proposed – 12% of site area)
- Trees Adjacent to Public Streets (Ordinance Standard – One 24” box tree every 20 feet, Proposed – one 36” box tree every 15 feet)
- Pedestrian Plazas (Ordinance Standard – Not Required, Proposed – 50 to 500 SF per building, depending on sub-area, to include pedestrian seating, shading, landscaping, lighting, etc.)

The landscaping and open space proposed within the PAD narrative represent a substantial increase from what is required in the Zoning Ordinance. Staff has determined that these additional landscaping requirements are substantial enough to accommodate the applicant’s request for smaller building setbacks along 119th Avenue and the unnamed internal street.

Design Standards

- The design expectations in the freeway corridor relate to the visibility and exposure to Interstate 10. The intent of the design standards contained in the PAD development narrative (Pages 15-18 and Figures 6-8) are to ensure a quality development with varying architecture, materials that create visual interest, and a compelling color palette.
- In addition, the Commercial, Industrial, and Multi-Family Residential Design Manual will apply to aspects of this project not specifically addressed within the PAD narrative. In cases where the Design Manual and PAD narrative vary, the standards contained within the PAD narrative shall apply. A stipulation has been added to address this.

Signage

- Signage criteria are addressed in the PAD Development Plan. All signage proposed complies with the Zoning Ordinance. A comprehensive sign plan which identifies the design and locations for freestanding signage on the site will be required at the time of master site plan approval.
- One freeway pylon sign will be allowed adjacent to Interstate-10 to identify the Avondale Spectrum development and up to 4 tenants. The sign will be required to adhere to the size and height requirements contained within the Zoning Ordinance.

- One freestanding entry monument sign identifying the Avondale Spectrum development will be permitted along the Corporate Drive frontage. The monument will match the overall architectural design theme of the development in colors and materials, utilize up-lighting, and have a maximum height of 6 feet. The entry monument sign will not include any tenant identification.
- One non-illuminated freestanding multi-tenant identification sign will be permitted for each sub-area at the primary entrance to each area. These multi-tenant monument signs will have a maximum height of 12 feet, with a maximum sign area of 100 square feet. The signs will identify the name up to 10 tenants within the particular sub-area.
- Building wall signage will be consistent throughout the development. Except in cases where tenants have trademarked logos, all building signage will be limited to a single color identified at the time of master site plan approval. Each tenant will be required to utilize halo illuminated or non-illuminated reverse pan channel lettering. Sign area will be calculated at 1 square foot of sign area per linear foot of the longest elevation facing a public street or primary drive aisle.

Landscaping and Open Space

- As mentioned previously, the applicant is proposing landscaping in excess of Zoning Ordinance minimum requirements.
- Acceptable shrubs, groundcover, and trees are listed in Figure 4 of the PAD Narrative. For water conservation purposes, the applicant has chosen plant species from the Arizona Department of Water Resources Low Water plant list.
- Primary site entry points, building entries, and pedestrian areas will be given enhanced landscaping in order to accentuate and highlight these visual interest points.
- One minimum 50 square foot pedestrian refuge area is required for each building within the Support Retail, Business Park, and Flex Multi-Tenant sub-areas of development. This area is required to offer pedestrian seating, shading, and landscaping. Within the Multi-Story Office sub-area, a larger 500 square foot plaza or courtyard is proposed for each building. Plaza areas must also be improved with pedestrian seating, pedestrian lighting, landscaping, shading, and special paving.
- The narrative acknowledges the City's effort to promote public art and defers any specific provisions to the time of Master Site Plan submittal.

Public Streets

- All public street improvements adjacent to and internal within the Avondale Spectrum development will be constructed with the first phase of development. Corporate Drive, 119th Avenue, and the unnamed internal public street will require improvements including traffic lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
- The developer will be required to provide a full traffic impact study at the site plan review stage.

Utilities

- The project will connect into existing water lines in 119th Avenue and/or Corporate Drive.
- Sanitary sewer will connect into an existing sewer line in an easement on the eastern half of the subject property.

Water Rights

- Water rights associated with this property will be conveyed to the City of Avondale. This is a standard rezoning requirement to ensure the City will have an adequate water supply in the future.

FINDINGS:

The proposed rezoning meets the following findings:

- The proposed PAD zoning with staff recommended stipulations is in conformance with the General Plan and the Freeway Corridor Specific Plan.

- The proposal meets the PAD requirements of the Zoning Ordinance.
- The proposed PAD zoning will result in compatible land use relationships.
- The proposed development standards and design standards are consistent with the desired character of development for this area.

RECOMMENDATION:

Planning Commission recommends that the City Council **APPROVE** the proposed rezoning subject to the following stipulations:

1. Development shall conform to the Avondale Spectrum PAD Development Plan Narrative date stamped March 20, 2008, except as modified by these stipulations.
2. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development. In instances where the PAD development plan narrative and the Design Manual conflict, the design standards contained within the PAD development plan narrative shall supersede.
3. A master site plan for the entire 50 acre PAD shall be approved by the City Council prior to development. Subsequently, final site plans may be administratively approved by staff for this development in accordance with the Council approved master site plan and comprehensive sign program.
4. In accordance with the Freeway Corridor Specific Plan, the first phase of development shall include 25% of the master site planned area, or 12.5 gross acres. All off-site improvements completed as part of the first phase shall count towards this requirement.
5. Individual sub-area boundaries shall be in general conformance with the land use diagram attached to the PAD narrative as Figure 3. The retail sub-area shall not exceed 4 net acres. The multi-story office sub-area shall encompass a minimum of 20 acres.
6. The freeway pylon sign shall not exceed 65 feet in height.
7. A full traffic impact analysis shall be required at the time of master site plan approval.
8. Right-of-way shall be dedicated to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:
 - Corporate Drive - Major Collector 70' (100' full-street with 30' existing) with 2 ½ travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
 - 119th Avenue - Minor Collector 40' half street with 1 ½ travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
 - Internal Street (Unnamed) To Be Determined Based on Traffic Study at the Time of Master Site Plan Review. City Standards at the time of Site Plan Submittal shall apply.
9. Additional right-of-way may be required along 119th Avenue adjacent to the subject property in order to match the alignment of 119th Avenue as it currently exists to the south.
10. Additional right-of-way may be required at the time of master site plan approval for intersections, turn lanes, decelerations lanes, transit stops, and other site specific requirements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer.
11. All off-site improvements shall be completed as part of the first phase of development.
12. A cost contribution towards a traffic signal at the intersection of 119th Avenue and Van Buren Street will be required if warranted. The percentage contribution required towards the cost of this signal shall be determined based upon the results of the full traffic impact study submitted at the time of master site plan

submittal.

13. A final plat shall be recorded prior to building permit issuance. The plat shall dedicate all required right-of-way, combine existing lots, and abandon the recorded highway easement along the eastern boundary of the property.

14. No structures or walls will be permitted within the sewer easement on the eastern boundary of this property.

15. All irrigation water rights associated with the property shall be conveyed to the City of Avondale prior to master site plan approval.

16. A minimum of one (1) 50 square foot or larger pedestrian refuge area shall be provided for each building within the support retail sub-area, the business park sub-area, and the flex multi-tenant sub-area. Each pedestrian refuge area shall provide at least one bench, two trees, and six shrubs. Shade canopies may be provided in lieu of trees if compatible with the architecture on the site. Each area shall be separate and distinct.

17. A minimum of one (1) 500 square foot or larger pedestrian plaza shall be provided for each building within the multi-story office sub-area. Each plaza shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, onsite furniture and shade coverage.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Ordinance approving application Z-07-10, a request to rezone approximately 50 acres from Agricultural (AG) to Planned Area Development (PAD), subject to the seventeen recommended stipulations.

ATTACHMENTS:

Click to download

 [MCC Exhibits A-G](#)

 [ORD - 1302-408](#)

FULL SIZE COPIES (Council Only):

Avondale Spectrum PAD Development Plan Narrative, date stamped March 20, 2008

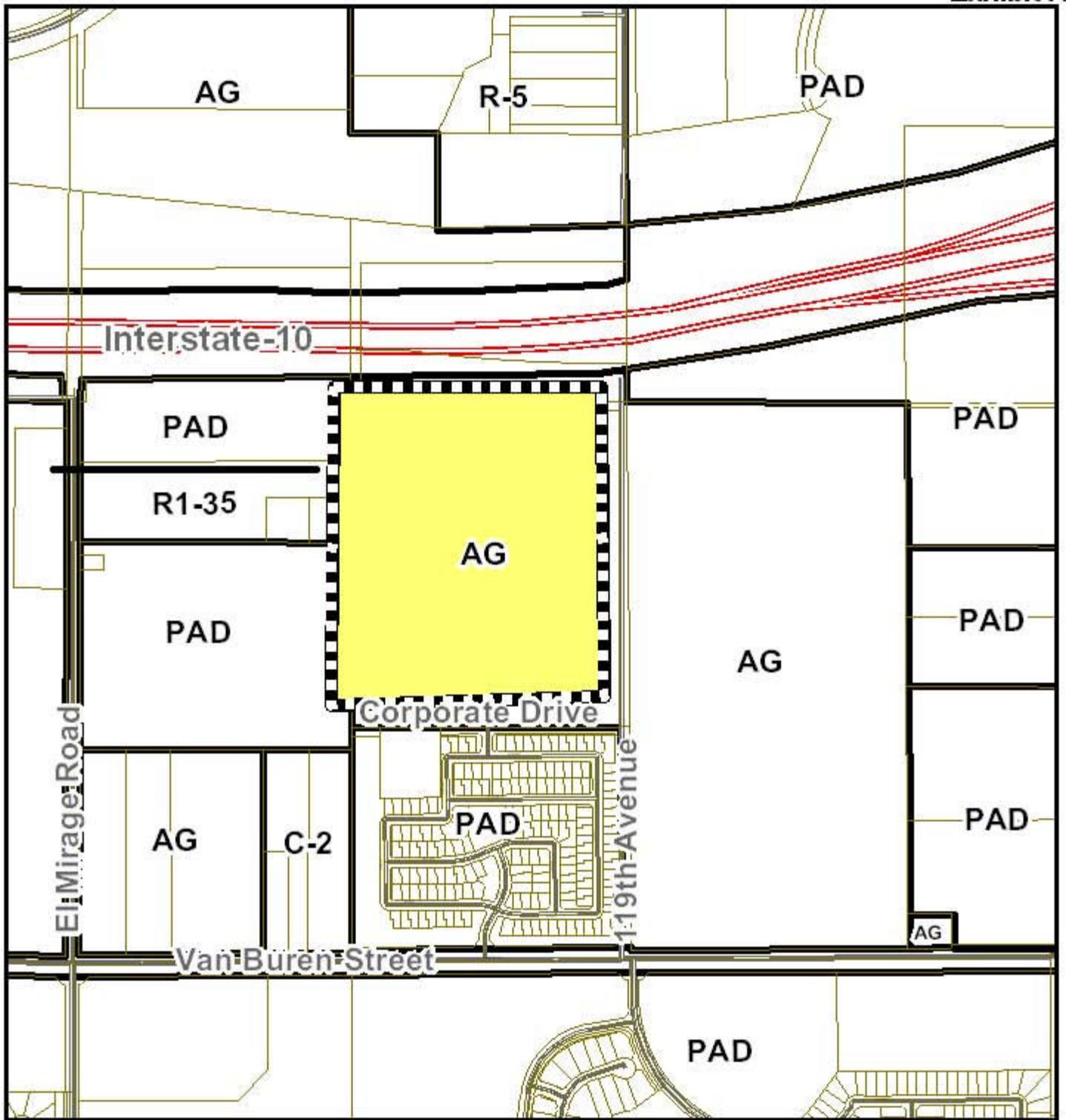
PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

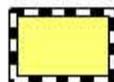
ATTACHMENTS

- Exhibit A Zoning Vicinity Map
- Exhibit B Aerial Photo 2007
- Exhibit C General Plan Land Use Map
- Exhibit D Summary of Related Facts
- Exhibit E Avondale Spectrum PAD Development Plan Narrative, date stamped March 20, 2008
- Exhibit F Neighborhood Meeting Minutes from March 4, 2008
- Exhibit G Draft Planning Commission Meeting Minutes from March 20, 2008

ORDINANCE



Zoning Vicinity Map



Subject Property



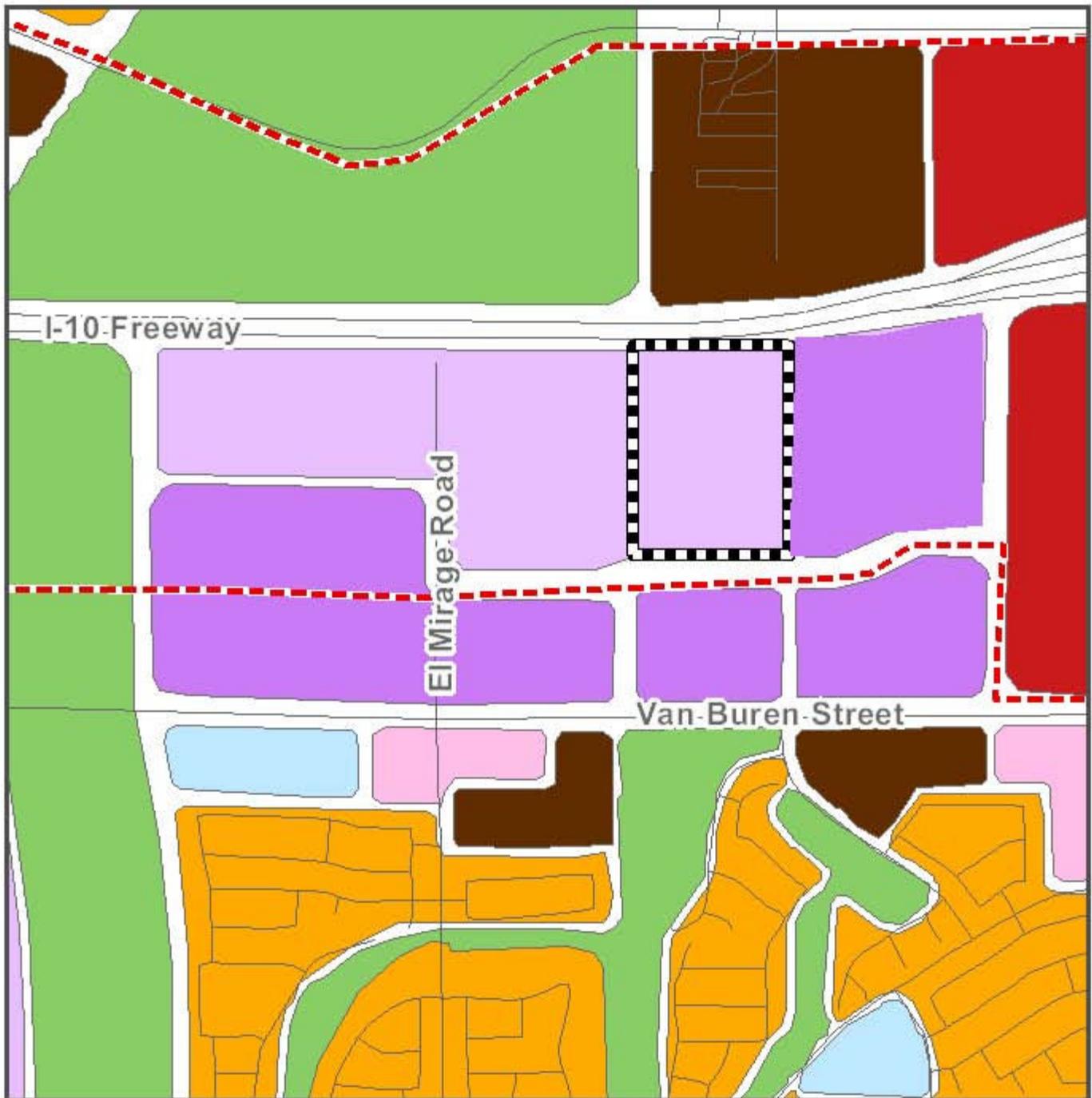


2007 Aerial Photo



Subject Property





General Plan Land Use

- | | |
|--|---|
|  Commercial Corridor, Commercial Corridor |  Medium Density Residential |
|  Growth Area, Growth Area |  Medium High Density Residential |
|  Commercial |  Mixed Use |
|  Employment |  Multi Family Residential |
|  Freeway Commercial |  Open Space |
|  High Density Residential |  Public Facilities |
|  Low Density Residential |  Subject Property |

SUMMARY OF RELATED FACTS

APPLICATION Z-07-10

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 50 acres
LOCATION	Northwest corner of 119 th Avenue and Corporate Drive
PHYSICAL CHARACTERISTICS	The site is relatively flat and contains no structures
EXISTING LAND USE	Vacant
EXISTING ZONING	Agricultural (AG)
ZONING HISTORY	Annexed on March 23, 1978; zoned AG in 1990
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Interstate 10
EAST	AG (Agricultural)
SOUTH	Desert Springs Village PAD (174 Planned Single-Family Residences – Under Construction)
WEST	11 acre Papago Commerce Center PAD (Industrial Uses - Undeveloped), 28 acre Avondale Crossing Commerce Park PAD (Industrial Uses - Undeveloped), and 11 acres of R1-35 (Two single-family residences Under Construction)
<i>GENERAL PLAN</i>	
The subject property is designated as Employment on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary School
JUNIOR HIGH SCHOOL	Underdown Junior High School
HIGH SCHOOL	La Joya Community High School

<i>STREETS</i>	
119th Avenue (West Half)	
Classification	Minor Collector
Existing half street ROW	0 Feet
Required half street ROW	40 – 49’ to match 119 th Avenue adjacent to Desert Springs Village
Existing half street improvements	None
Standard Collector improvements	1 through lane, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping
Corporate Drive (North Half)	
Classification	Major Collector
Existing half street ROW	0 Feet
Required half street ROW	70 Feet
Existing half street improvements	None
Standard Collector improvements	2 through lanes, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping
Unnamed Internal Street (Full)	
Classification	To Be Determined by Traffic Study
Existing full street ROW	0 Feet
Required full street ROW	To Be Determined by Traffic Study
Existing full street improvements	None
Standard Local improvements	In accordance with City Standards at time of development

<i>UTILITIES</i>	
<p>There are existing 12” waterlines in 119th Avenue and Corporate Drive which will be stubbed out to serve the future development.</p> <p>There is an existing 36” sewer line within a 14’ sewer easement located on the eastern edge of the property which will serve the future development.</p>	

AVONDALE SPECTRUM

Planned Area Development

February, 2008

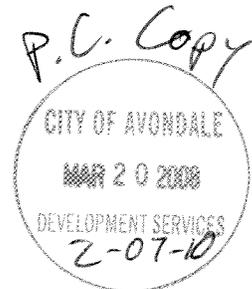
For:

LAPOUR

By:



4 Executive Circle, Suite 190
Irvine, CA 92614
949.222.1233 | main
949.222.0771 | fax



AVONDALE SPECTRUM

Planned Area Development

I. Introduction

LaPour Partners plans to develop an approximate 50-acre site at the northwest corner of Corporate Drive & 119th Avenue. This development will include a variety of commercial office, & service retail uses that support both the Avondale General Plan and the Freeway Corridor Specific Plan.

II. Project Location

The parcels are located at the northwest corner of Corporate Drive & 119th Avenue, South of I-10 Freeway. Figure 1 illustrates the subject property for the re-zoning request.

Please see the attached Figure 2 Legal Description for the legal boundary of the commercial parcel.

III. Request

This request is to rezone the subject property from Agricultural (AG) to Planned Area Development (PAD), to specifically allow a range of proposed office uses with a support retail component.

IV. General Plan & Specific Plan Conformance

The City of Avondale General Plan and Freeway Corridor Specific Plan identify the land use for the site as employment. This designation allows flexibility for development of business parks and industrial uses.

Two of the goals of the General Plan & the Freeway Corridor Plan are to provide economic sustainability for the community and to establish a distinctive visual image per the criteria of the Freeway Corridor and the City of Avondale. As discussed below, the proposed development supports this goal by providing the opportunity for office & retail use development.

One of the key elements of the General Plan is the designation of this area as employment in the vicinity of 119th Avenue and the I-10 freeway. This designation encourages intense land uses such as business parks, office buildings and related retail uses. The developer's intent coincides with the City's desire for creating a dramatic impact for the freeway traveler. One of the tools available to us is the height of the buildings directly

facing the freeway. This proposal includes a request for an increase in height allowance to allow the type of intense land use outlined in the Freeway Corridor Specific Plan.

The Freeway Corridor Specific Plan outlines required findings for approval of increased height. In accordance, this proposal includes the following:

- a. The proposal conforms to the intent and objectives of the Freeway Corridor Specific Plan to create a regional commercial and office corridor in the vicinity of the Interstate-10 and 115th Avenue (Avondale Boulevard).
- b. The request meets the corridor design standards and principals.
- c. The request provides street and landscaping improvements.
- d. The project provides a mix of land uses, which include office, retail, and employment uses.
- e. Extraordinary architectural and design criteria are included to ensure quality development.
- f. The project is “pedestrian friendly” by providing pedestrian plazas and enhanced pedestrian walkways.

V. Infrastructure

Circulation

Primary access to the site is provided by the I-10 Freeway, Avondale Boulevard (115th Avenue), future Corporate Drive extension west of Avondale Boulevard and the future extension of 119th Street.

Avondale Boulevard is a major arterial street, Corporate Drive is a collector street and the remaining proposed interior streets will be local streets. See Figure 3.

All improvements will be constructed by the developer to City of Avondale standards and will include, but not limited to, curb, gutter, sidewalks, right-of-way landscaping, bus bays if required, etc.

Utilities

All utilities will be developed with the roadway and site improvements and placed underground.

Water and wastewater will be provided by the City of Avondale. Stub-outs will be provided for the development of these parcels.

Qwest & Cox will provide telephone & cable service.

Trash collection will be provided by private collection agencies.

SRP will provide electric service.

SW Gas – Gas service

Grading and Drainage

Each parcel will be responsible to provide on site storage for run off from a 100-year 2-hour storm event. Each parcel will also be responsible to collect adjacent half-street runoff.

Maintenance

The commercial property owner(s) will, in a manner that provides a neatly trimmed, cultivated and litter free site, provide maintenance of the proposed individual parcels, including any contiguous landscape areas up to the back of the public sidewalk plus any landscape areas within the right of way between the public walk and street edge. All public streets and sidewalks will be maintained by the City of Avondale.

VI. Final Development Plans/Site Plan Review

A Conceptual Master Development Plan is included as Figure 3. The master development plan shows the master roadway circulation plan. There are three main sub areas delineated by the proposed street. The approximate northern half of the site is planned to be developed as a multi-story office park. The southwest quadrant of the site features one-story office buildings in clusters in order to create an office village. The southeast quadrant will consist of large flex multi-tenant one-story buildings. A commercial component is included in this project to support the office and employment uses throughout this project, which will reduce the number of trips to and from the development.

Site plans shall be submitted in accordance with Section 106, *Site Plan Review*, of the City of Avondale Zoning Ordinance.

Master Site Plans

A Master Site Plan is required for the overall development.

Plans included compatible architectural themes, building materials and colors, internal circulation, parking lot configurations, signage, landscape theme, and maximum building footprints. Such Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council.

As each sub-area develops, the Master Site Plan may need to be amended or updated to reflect changes in users or other factors. Areas submitted in one Master Site Plan may also be amended by inclusion in a subsequent Master Site Plan submittal. Changes that increase traffic, significantly change building square footage, significantly change building orientation or footprints, have impact on adjacent users, or include changes alter the character of The Master Site Plan including changes to approved building architecture or materials will be considered Major Amendments to the Master Site Plan. Major Amendments shall be reviewed by the Planning Commission and approved by the City Council. All other changes are minor Amendments and shall be reviewed and approved administratively.

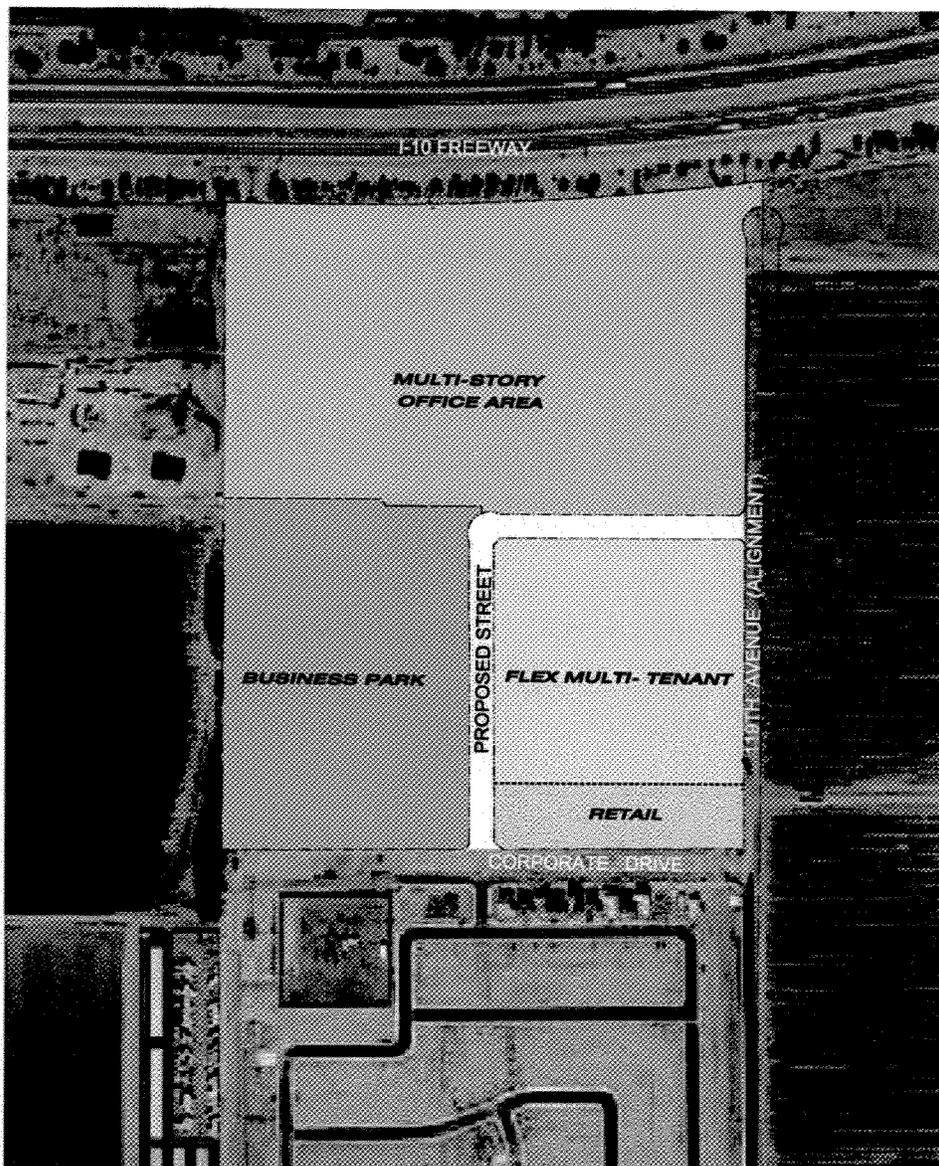
Individual Site Plans

Following Approval of a Master Site Plan, Individual Site Plans may be submitted for administrative review and approval for each building within that sub-area. All Individual Site Plans shall be in substantial conformity with the Master Site Plan.

VII. Land Uses

For the purpose of this use list, the following conceptual sub-areas were used:

- “Office Area” bounded by the freeway to the North, 119th Street to the East, Electric Transmission Line easement to the West and the proposed street to the south.
- “Business Park” bounded by the Electric Transmission Line easement to the West, proposed street to the East and Corporate Drive to the South.
- “Flex Multi-Tenant” bounded by the proposed street to the North and West, Corporate Drive to the South and 119th Street to the East.
- “Retail” component South of the Flex Multi-Tenant, along Corporate Drive



Office Park

The purpose of the Office Park is to provide office and employment uses that capitalize on visibility from the Interstate 10 freeway office. Retail, restaurant, and conference facilities that support the primary office uses are encouraged in this area.

Permitted Uses

The following uses are authorized within the Office Park Element of the PAD:

- Professional, administrative, corporate, or business offices of Class A standards;
- Medical, dental, or health offices, or clinics;
- Full service restaurants, other sit down restaurants and delis without drive-thrus, coffee shops, and similar eating establishments on the ground floor of a multi-story office building;
- Business services including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (not including day labor);
- Chartered financial institution without drive-thru facility on the ground floor of a multi-story office building;
- R & D
- Laboratories

Conditional Uses

The following uses may be allowed in the Office Park through the review and approval of a Conditional Use Permit. Conditional uses shall be processed and evaluated in accordance with Section 108, Conditional Use Permits, of the City of Avondale Zoning Ordinance.

- Health and exercise centers no larger than 6,000 square feet in area, open to employees of on-site businesses only;
- Day care centers, pre-school centers, on the ground floor of a multi-story office building, open to employees of on-site businesses only;

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Outdoor dining
- Sidewalk café; and
- Walk-up Automatic Teller Machines

Prohibited Uses

Any use not expressly permitted herein.

Business Park

The purpose of the Business Park is to provide employment uses within a planned business park environment that provides for office and enclosed light industrial uses.

Permitted Uses

The following uses are authorized within the Business Park Element of the PAD:

- Professional, administrative, corporate, or business offices;
- Medical laboratories;
- Corporate centers;
- Manufacturing or assembly of finished products as long as the primary use of the property does not include the basic processing and compounding of raw materials or food products.
- Commercial, trade, or business schools.
- Research and Development

Permitted Uses Subject to Conditions

The following uses are authorized within the Business Park subject to the listed conditions:

- Office Warehouse:
 - A minimum of 25% of the gross floor area shall be designated and designated for office use.
 - Roll-up doors shall not be visible from a public street.

Conditional Uses

The following uses may be allowed in the Business Park through the review and approval of a Conditional Use Permit, of the City of Avondale Zoning Ordinance

- Banks and chartered financial institution with or without drive-thru facility;
- Media production or broadcasting studios (no onsite broadcasting towers);

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Retail commercial sales directly related to the primary use, not to exceed 10% of the gross floor area of the primary use; and
- Walk-up Automatic Teller Machines.

Prohibited Uses

Any use not expressly permitted herein.

All activities shall take place within enclosed buildings. There shall be no off-site impacts such as odor, dust, noise, vibration, discharge, or glare that would be objectionable or incompatible with nearby business park users.

Flex Multi-Tenant Park

The purpose of the Flex Multi-Tenant Park is to provide employment uses within a planned development that emphasizes smaller office and R&D businesses.

Permitted Uses

The following uses are authorized within the Flex Multi-Tenant of the PAD:

- Professional, administrative, corporate, or business offices;
- Medical laboratories;
- Corporate centers;
- Manufacturing or assembly of finished products as long as the primary use of the property does not include the basic processing and compounding of raw materials or food products.
- Commercial, trade, or business schools.
- Research and Development

Permitted Uses Subject to Conditions

The following uses are authorized within the Flex Multi-Tenant Park subject to the listed conditions:

- Office Warehouse:
 - A minimum of 45% of the gross floor area shall be designated and designated for office use.
 - Roll-up doors shall not be visible from a public street.

Conditional Uses

The following uses may be allowed in the Business Park through the review and approval of a Conditional Use Permit, of the City of Avondale Zoning Ordinance

- Banks and chartered financial institution with or without drive-thru facility;
- Media production or broadcasting studios (no onsite broadcasting towers);

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Retail commercial sales directly related to the primary use, not to exceed 10% of the gross floor area of the primary use; and
- Walk-up Automatic Teller Machines.

Prohibited Uses

Any use not expressly permitted herein.

Retail Component

The purpose of the Support Retail is to provide quality neighborhood shopping, restaurant, and service uses that will serve the existing and future residents in the area. The uses are intended to meet the daily needs of residents or Business Park tenants.

Permitted Uses

The following uses are authorized

- Professional, administrative, or business offices;
- Medical, dental, or health offices, or clinics;
- Full service restaurants, other sit down restaurants and delis without drive-thrus, coffee shops, and similar eating establishments;
- Brewpubs, taverns, and cocktail lounges;
- Business services including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (not including day labor);
- Chartered financial institution with a drive-thru facility if part of a multi-tenant building
- Retail sales of new merchandise, with no tenant exceeding 15,000 square feet in floor area.
- Dry cleaning drop-off locations, not including dry-cleaners where cleaning is done on site.
- Any other fully-enclosed commercial use which functions as support office developments, as determined by the Zoning Administrator or his/hers designee.

Permitted Uses Subject to Conditions

The following uses are authorized subject to the listed conditions:

- Drive-thru facility for coffee shops provided:
 - The drive-thru shall be reviewed and approved concurrent with the master site plan for the property. A minimum of 100 feet of vehicle stacking measured from the menu board shall be provided. However, additional stacking may be required based on results of a traffic study at the time of site plan approval.
 - Drive-thru coffee shops must be part of a multi-tenant building.

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Outdoor dining;
- Sidewalk café; and
- Walk-up Automatic Teller Machines.

Prohibited Uses

Any use not expressly permitted herein.

VIII. Development Standards

These development standards shall apply to development within the PAD unless otherwise noted, all development shall comply with the City of Avondale zoning Ordinance. In the event where the text of the Zoning Ordinance and this PAD differ, the PAD shall prevail.

Minimum Lot Width and Area	None
Setbacks:	
Front from Corporate Drive	40' to parking, 30' to building
Front from all other streets	15' to parking, 15' to building
Interior side	None (shall comply with building code)
Rear yard	None (shall comply with building code)
Interstate 10	20' to parking or building
Building Height:	56' or 4 story *
Lot coverage	No maximum subject to meeting minimum development standards including parking, landscaping, and setback requirements.

- Or maximum height allowed by the current Freeway Corridor Specific Plan.

Lighting

In addition to the following requirements, all lighting of the sites shall comply with Section 707: Outdoor Lighting, of the City of Avondale Zoning Ordinance.

- Accent Lighting of selected architectural, landscape and/or hardscape features will be allowed and is encouraged. Said lights shall be fully shielded.
- Exterior fixtures will be located and oriented to focus light inward from the edge of each parcel.
- All primary light fixtures shall be metal halide.
- The design of lighting fixtures and their structural support shall be a scale architectural design compatible with on-site buildings.
- Fixtures that illuminate large area from a single source are prohibited.
- Pedestrian scale lighting features shall be provided in areas designed for pedestrian activities such as plaza, courtyards, pathways, and seating areas but excluding parking only areas. Such pedestrian lighting fixtures will complement the general architectural style of the development.

- The use of decorative wall-mounted sconces or light fixtures is encouraged.

Screening

Where screening is required by development regulations, a combination of elements shall be used including solid walls, berms, and landscaping. The method of screening shall be architecturally compatible with the adjacent building in terms of materials and colors. Trash enclosures, service facilities, and loading areas will be sited away from project entrances and major circulations aisles.

Parking Area

All parking areas shall be screened from the public right-of-way by a minimum three (3) foot high wall, landscape berm, or combination. Screen walls shall be commercial grade and designed to complement the design of the adjacent buildings.

All parking areas adjacent to Corporate Drive shall be screened from the right-of-way by a combination of landscape berm and screen wall. This does not include screening of drive-thru lanes or other areas required to be screened by walls.

No more than two rows of parking will be allowed between Interstate 10 and the Office Park buildings.

The base of all pole lighting shall complement the surrounding buildings. Decorative base will be required.

Service Areas

To alleviate the unsightly appearance of service areas, service areas shall not be located at the front of buildings where it is difficult to adequately screen them from view. Such facilities are restricted to the side or rear of the site. An extra effort should be made for the service doors to be located in such a manner as to not be visible from public spaces, creating internal service plazas. Service areas shall be screened with walls and landscaping. The minimum height of screening of service areas shall be six (6) feet and up to eight (8) feet.

Utility and Mechanical Equipment

All roof mounted equipment, satellite dishes and ventilators projecting above the roofline shall be either fully recessed or screened by a building parapet. Secondary screen elements are allowed if complementary to the design of the overall building.

No wall-mounted equipment shall be permitted on the front or street sides of any building. Wall mounted equipment shall be made visually subordinate with architectural features that blend with the design of the main building.

Ground mounted electrical or mechanical equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted between any street and building setback line.

Service electrical system (S.E.S.) panels shall be recessed onto the building elevation or screened with doors, landscaping, or a solid wall (with landscaping) built of similar building materials and colors of the main development and equal to or exceeding the height of the S.E.S. panel. The criteria shall be reviewed in context with utility company requirements and approved by Staff.

To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.

Trash Enclosures

All trash or refuse collection areas shall be enclosed by a minimum six (6) foot wall. Landscaping shall be included around the screen walls.

All gates shall be opaque and painted to match the enclosure. Any trash enclosure facing a primary drive aisle or public street will be required to utilize decorative gates. No refuse collection area shall be permitted between any street and the building setback line.

All trash enclosures will meet City of Avondale requirements.

Walls and Fences

Walls shall be designed to compliment the site's architecture. Landscaping used in combination with all walls is required. The Master Site Plan shall include a wall plan to show the approximate location and architecture theme of screen walls.

Walls and fences shall only be utilized for screening or security purposes. Walls shall not enclose individual parcels. Landscape buffers with a minimum width of six (6) feet are required between individual, separate development sites to provide a transition between uses as determined at the time of Master Site Plan review.

Parking

Parking shall be provided per Section 804, Required Parking Schedule, of the Avondale Zoning Ordinance.

The size of all parking spaces, driveways, parking lot islands, and other improvements in the parking areas shall conform to the City of Avondale Zoning Ordinance. For all parking lots directly adjacent and visible to Corporate Drive, a minimum of 10 % of total parking lot area shall be landscaped.

Parking structures are allowed. Said parking structures shall be designated to be architecturally compatible with the buildings including, but not limited to, the use of similar colors, materials, and architectural features.

Canopy or shade type parking structures are allowed. Parking canopies shall not exceed 12 cars in length. No canopies shall be installed in the front of buildings. The design of the canopies shall be upgraded through the use of fascia skirts or upgraded details compatible with building architecture and columns painted to match the buildings. Under canopy lighting shall be screened to limit visual distraction from the surrounding environment. Canopies shall be cantilever-type.

IX. Landscaping

The goal of the landscape design will be to create comfortably scaled development with tree lined streets and public spaces, provide a reflection of the architectural character, height and density of the buildings, and enhance the environment with color and excitement. The landscape plant material palette and landscape design will utilize Xeriscap principles to create a visually harmonious, water efficient landscape.

Individual parcel landscaping will enhance and acknowledge each site, while complementing and unifying the overall development. All streets will be lined with a street theme tree with accent trees at various locations.

All plant materials shall be automatically irrigated with a 100% automatic, low volume drip emitter system. Irrigation run times shall be zoned for specific water use requirements, with all tree and shrub valve zones being controlled separately.

All irrigation water rights associated with the property must be conveyed to the City of Avondale prior to master site plan approval.

Plant materials were selected with consideration given to low water use, visual screening, air quality, shading and long term maintenance. Plants were selected from the Arizona Department of Water Resource Low Water plant list. The plant palette is provided as Figure 4.

In addition to the requirements set forth in Section 503: Landscaping, of the City of Avondale Zoning Ordinance, 12% of the individual sites shall be landscaped.

The minimum street-landscaping setback shall be 30 feet to buildings and 40 feet to parking along Corporate Drive, 15' feet for all other public streets. Street frontages will provide one 36 inch box tree per 15 feet of street frontage.

The main site access points will receive particular attention with enhanced landscape quadrants and drive aisles planted with a plant theme that will accentuate the on site circulation.

Landscaping shall be used to frame and soften structures. All areas not covered by structures, walkways, plazas or parking areas shall be landscaped.

A combination of trees and grouping of large shrubs shall be planted adjacent to structures at the front, side and rear elevations to accomplish the following:

- Accentuate the building design;
- Minimize the impact of large wall surfaces;
- Provide a buffer between building and parking areas;
- Highlight building entrances; and
- Provide solar protection of glazed surfaces.

Trees that are 36-inch box or larger are required at major focal points such as building entries and pedestrian gathering areas.

All plant materials shall be properly pruned to allow the plant to attain their natural shape and form. The irrigation system will be maintained to optimize water efficiency. Use of fertilizers shall be prudent to avoid excessive plant growth, thus reducing water need and unnecessary pruning. All dead vegetation shall be removed within 30 days and replaced.

All planting areas shall receive topdressing of ½-inch select Decomposed Granite as approved for the project development. Color and size of the materials shall be compatible with overall development design criteria.

If retaining walls in retention basins are necessary, they shall be terraced and landscaped to reduce their visual scale.

All retention basins that are visible from public streets and common open spaces shall be designed to avoid a “bathtub” or linear channel appearance. Highly visible retention basins should be contoured using berms and curvilinear design.

X. Open Space and Amenities

Useable open spaces shall be provided on the form of outdoor sitting areas, pedestrian refuge areas, bench seating areas, outdoor plazas, courtyards, featured landscaped areas, walkways and paths. These open space areas shall be included on individual site plans as appropriate to project use. Multi story office sites will provide a large, centralized open space to be shared by the employees from all the buildings. The separation of use is required through placement of planters, street furniture, landscaping, different paving textures, and subtle changes in the ground plane. An effort will be made to address the City Council desire for incorporation of public art within the outdoor plazas. This will be reviewed on an individual basis at the time of Site Plan Review.

Each applicable lot shall be provided at least one (1) pedestrian refuge area and outdoor plaza. Pedestrian refuge areas shall consist of a minimum of 50 square feet, one (1) seating bench, two (2) trees and six (6) shrubs. Shade canopies may provide in lieu of trees. Each area shall be separate and distinct. See Figure 9.

Each applicable lot shall provide at least one (1) outdoor plaza or courtyard. Each plaza or courtyard shall be a minimum of 500 square feet. Plaza or courtyards shall include landscaping, planters; specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting; onsite furniture and shade coverage. See Figure 9. Useable open space shall not include parking lot landscaping.

Each lot shall provide pedestrian walkways that interconnect with the outdoor plazas. Pedestrian walkways and paths shall have a minimum width of ten (10) feet, of which five (5) feet shall be dedicated to landscape planting, with the remainder used as a walkway. Walkways or paths that traverse vehicle drive aisles shall be distinguished with specialty pavers or enhanced concrete.

XI. Site Design

Building placement that creates opportunities for landscaping features, plazas, courtyards, and/or outdoor dining is encouraged. Setback areas may be used to provide space for such areas.

Buildings are encouraged to be located at or near the front setback line to create a significant visual presence to the street, unless due to convenience and marketing considerations a percentage of the parking is required to be located in proximity to all sides of the building. Buildings adjacent to Interstate 10 will be designed to appear as if fronting onto I-10.

No drive-thru window shall face directly onto a public street and it shall be an integral part of the primary building. The minimum stacking shall be three cars from the drive-thru ordering board.

XII. Architectural Design

The provisions of this section seek to create an attractive, high quality mixture of architectural styles with primary emphasis on a corporate office, Office Park and service retail appearance. Buildings shall utilize creative applications of materials, colors, and textures. The design of each building within the overall development, including complementary uses such as retail & restaurants, will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. Materials and colors will be approved by the City Staff at the time of Master Site Plan Review for each sub-area. A material board with complete preliminary specifications of finishes, colors, and brochures on materials are required with any application.

The desirable architectural design elements for these buildings include:

- Building modulation, indentations and architectural details;
- Building entry accentuation; and

- Four sided architecture.

All downspouts shall be internalized.

Windows and glazing areas should include a variety of shapes, insets, shading devices, accent mullions or other treatments that complement the overall building design.

Building entrances shall be emphasized through the use of building materials, architectural design and specimen landscaping.

The design of each building adjacent to the freeway should consider the speed and direction of travel on the adjacent freeway. Particular design emphasis should be placed on those sides of building most visible to freeway traffic.

Building Massing

The visual impact of a building depends not only on its size, but also the relationship between its length, width and height, Also, such features as prominent entries, windows, color and materials are factors in the visual impression of a building.

Building wall articulation is required on the buildings with appropriate details and elements to help create pedestrian scale and a sense of quality.

Reduction of building mass may be achieved by using a combination of at least four of the following techniques:

- Variation in the rooflines and form;
- Use of ground level arcades and covered areas;
- Use of protected and recessed entries;
- Use of pronounced wall plane offsets and projections;
- Use of focal points
- Use of vertical elements on or in front of expansive blank walls;
- Inclusion of windows on elevations facing streets and pedestrian areas;

Roofs

Flat roofs shall be an earth-toned non-reflective material.

Variations in rooflines, or other significant roof or canopy forms can be used to reduce the scale of buildings. Roof size, shape, material and color should be coordinated with the scale and theme of the building. Parapets for concealing flat roofs shall feature three dimensional cornice treatments or other similar details that enhance the building architecture. Where not used in conjunction with other roof elements, parapets should vary in height.

Elevations / Walls

Particular attention to detail shall be given to all sides of buildings so that the main architectural theme/style is articulated on all sides. Materials shall be carried from the main elevation throughout the entire design of the building.

Approved Exterior Wall Material: Common clay brick, granite, marble or other natural stone, split face CMU blocks or architectural metal. Stucco plaster or concrete tilt-up panels may be allowed in the business park and flex sub areas if accent materials such as slate, brick or stone are utilized. Concrete is allowed provided that the building is highlighted with architectural features that create a corporate image. All exterior wall materials and designs must be approved by City Staff.

Approved Exterior Wall Colors: All exterior walls shall be painted, stained, or integrally colored in non-reflective, neutral desert or earth tones. Accent colors found in the native desert palette are encouraged to provide design interest and diversity. All colors and combinations of colors, as well as color scheme for each elevation, must be reviewed and approved by the City of Avondale prior to construction.

Materials and Colors Not Permitted: Wood (except for very limited amounts of trim), painted CMU block, corrugated metal and pre-engineered metal sided buildings, bright colors such as orange, red, blue, green, yellow, purple and the like (unless specifically approved for use as limited accents).

Representative images (see Figures 5, 6 and 7) are attached to indicate a general level of quality and design for each sub area: These images do not relieve applicants of meeting any of the requirements of this PAD or other applicable ordinances or codes.

Entrances

All buildings shall have clearly defined customer entrance(s) incorporating elements such as:

- Canopies or porticos;
- Overhangs
- Recess/projections;
- Arcades;
- Raised corniced parapets over the door;
- Arches;
- Entrance framed by outdoor pedestrian features or enhanced landscaping;
- Architectural details integrated into the building structure to frame the entryway;
- Integral planters or wing walls that incorporate landscaped areas and/or sitting areas; and
- Enhanced pedestrian surfaces
- Lobbies with internal access to all units
- Balconies, patios and green roofs

All buildings adjacent to Corporate Drive shall have entryways that are unique and easily identifiable. Significant architectural faces of the buildings shall be oriented toward Corporate Drive, the freeway and all street frontages.

Drive-Thru Retail Facilities

All drive-thru facilities shall appear as an integral part of the general development surrounding it, with consistent continuation of colors and materials. Canopies over drive-thru windows shall be substantial in size and use a roof form utilized in the primary building.

XIII. Sign Package

These guidelines will ensure design continuity within the Avondale Spectrum while allowing the individual projects architectural uniqueness materials and finishes.

A master sign package will be submitted for review to the City of Avondale concurrent with the Master Site Plan review for each sub-area. Signage for the project is very important and will be unique based on the needs of the uses, and its various windows for signage. Along 1-10 the window is more than 1,300 lineal feet of frontage, and Corporate Drive has about the same exposure.

Theme and Image

Avondale Spectrum will be developed with an awareness of the surrounding community, its proximity to the freeway and within the freeway corridor. Design for all signage elements in the hierarchy of the project will be developed for compatibility with, and accentuating architectural elements. This will include forms, massing, colors, materials, and finishes that complement-not copy the architecture.

Project Signage Hierarchy

Freestanding Signs

One freeway oriented identification pylon shall be located in an allowable freeway corridor location on-site to identify Avondale Spectrum and up to four tenants each. Consideration to height and legibility will be addressed to mitigate any obstructive views by site, DOT and offsite elements may impose.

Primary identification for the project will be established with freestanding monument signage along Corporate Drive. Signs will display the name of the commercial development, "Avondale Spectrum" and corresponding addresses, in non-illuminated letters, and shall reflect a corporate business park theme consistent with the architectural style of the buildings within the P.A.D. development. Components of this sign include:

- Maximum height; not to exceed six (6) feet in height, including base element;

- Maximum sign area; not to exceed sixty (60) square feet (80 s.f. allowed where frontage exists on two arterial streets);
- Accent up-lighting for identification and security; neon or back-lighting is not proposed;
- Location; ten (10) feet inside of property lines, integrated with landscape.
- There will not be any tenant identification on this identification sign

Multi-Tenant Identification Signs

Primary identification of tenants for the project will be established with one freestanding monument sign per sub-area (Office Park, Business Park, Flex Multi-Tenant and Retail). Tenant signs shall comply with the signage requirements of the Zoning Ordinance. Signs shall reflect a corporate business park theme consistent with the architectural style of the buildings within P.A.D. development.

Components of this sign include:

- Maximum height; not to exceed twelve (12) feet in height, including base element;
- Maximum sign area; not to exceed eighty (80) square feet. The width of the sign base shall be equal to the width of the sign fascia;
- Park Identification; shall be included on each Tenant identification sign;
- Tenant Identification; a maximum of ten (10) Tenants shall be listed, in 6" high non-illuminated letters;
- Accent up-lighting for identification and security; neon or back –lighting is not proposed;

For projects with drive through services, menu boards, ordering boards, shall be per the City of Avondale Zoning Ordinance.

Building Signage

General Address Number

Address numbers are a critical method of way finding for the site. These signs will be strategically placed for maximum visibility to traffic entering each development within the project. The numbers will be a designed and located for visibility, recognition and safety. Future phases' building address numbers will be located in a similar manner and of similar material.

General Wall Signage

Tenant identification will be based on the type of use and their location within Avondale Spectrum. With the complexity of the site layout, clear identification of the individual business will be a key component to an appropriate way finder system. A complete tenant building sign guidelines will be developed that ensures quality design. All tenant wall signage should be limited to one color, as determined at the time of Master Site Plan and Master Sign Package submittal. National tenants with corporate colors may utilize those colors on signs as needed. The goal is to maintain quality construction through any combination of the following types of signage and that each is appropriate for the use:

- Halo-illuminated, aluminum reverse pan channel graphics/letter;
- Non-illuminated, aluminum reverse pan channel, or dimensional flat cutout graphics/letters;
- Aluminum plate or aluminum plate or aluminum cast letters; and

Raceway mounted signs and internally illuminated, acrylic faced box cabinets will be strictly prohibited.

General Size and Area

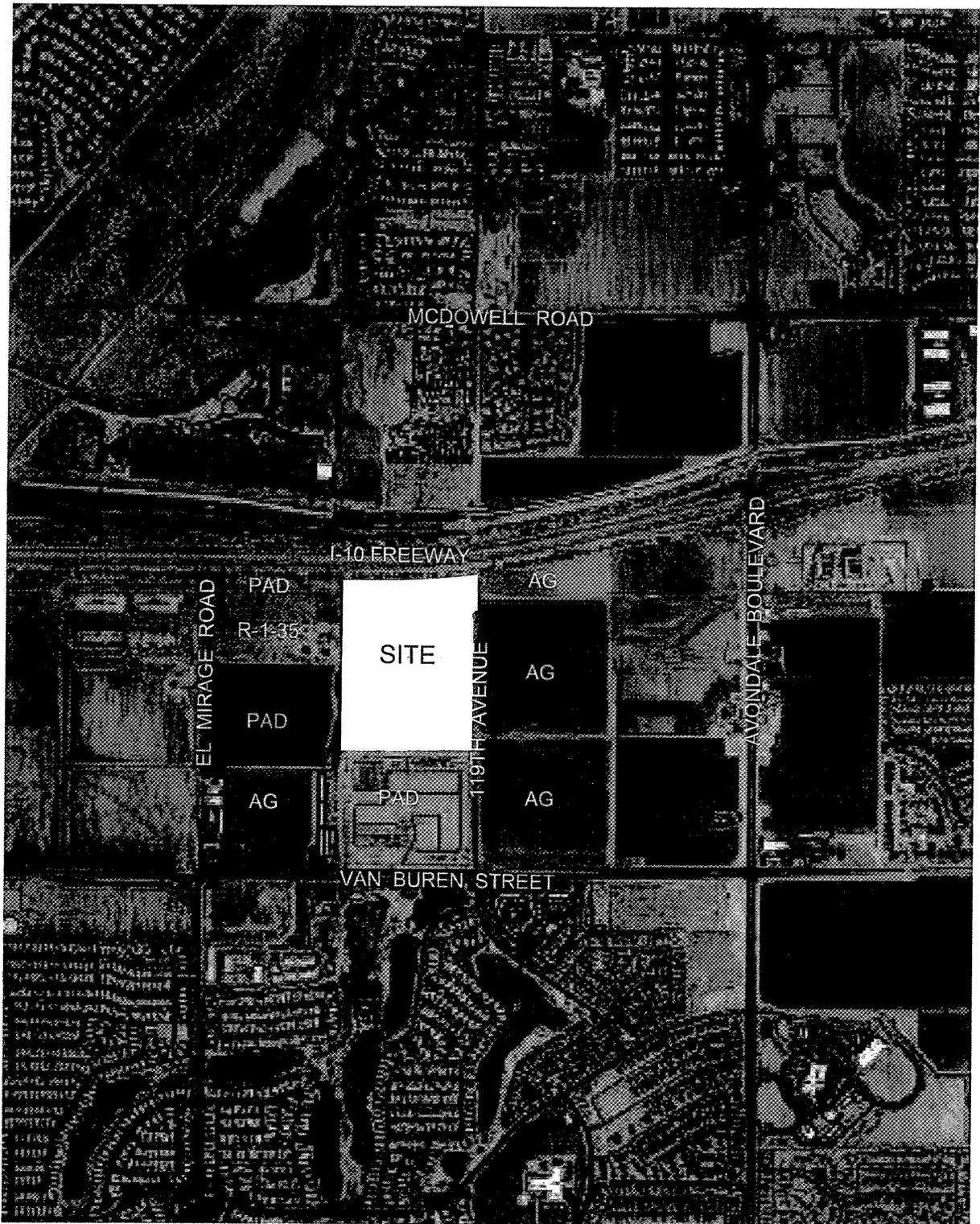
The overall area and sizes of building signage shall be designed to be proportional with the architecture.

Individual signs shall be permitted individually in accordance with the approved Comprehensive Sign Program. Signage shall be calculated per tenant as follows:

- Using the longest building elevation facing a street or primary drive-aisle for calculation, each tenant shall receive one (1) square foot of signage for each linear foot of tenant building frontage facing that street.
- Each building shall have a maximum of two hundred and fifty (250) square feet of sign area.
- No illuminated signage shall be placed facing a residential use or district adjacent to the development.

LIST OF FIGURES

- Figure 1. Vicinity Map
- Figure 2. Legal Description
- Figure 3. Conceptual Master Development Plan
- Figure 4. Landscape Palette
- Figure 5. Landscape Street Frontage
- Figure 6. Representative Images – Office Park
- Figure 7. Representative Images – Retail Component
- Figure 8. Representative Images – Business Park & Flex Multi Tenant
- Figure 9. Open Space Areas
- Figure 10. Light Pole and Base



SPECTRUM BUSINESS PARK
AVONDALE, AZ

LAPOUR

FIGURE 1

VICINITY MAP



FIGURE 2 Legal Description

PARCEL NO. 1:

The Northwest quarter of the Northeast quarter of the Southwest quarter of Section One (1), Township One (1), Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 2:

The East half of the Southwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the Northwest quarter of the Northeast quarter of the Southwest quarter of said Section 1;

And

EXCEPT the North 40 feet and the South 1105 thereof.

PARCEL NO. 3:

The Southeast quarter of the Northwest quarter (being part of farm Unit "A") of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING therefrom the following described parcels in said Southeast quarter of the Northwest quarter of said Section 1;

BEGINNING at the Northwest corner of said Southeast quarter of the Northwest quarter of Section 1;

Thence South 76 degrees 5 minutes 13 seconds East 435.11 feet along the North line of said Southeast quarter of the Northwest quarter of Section 1;

Thence South 34 degrees 15 minutes 22 seconds West 46.4 feet;

Thence North 76 degrees 42 minutes 08 seconds West 407.66 feet along a fence to a point on the West line of said Southeast quarter of the Northwest quarter of Section 1;

FIGURE 2 Legal Description

(Continued)

Thence North 13 degrees 47 minutes 22 seconds East 48 feet along the West line of said Southeast quarter of the Northwest quarter of Section 1 to the POINT OF BEGINNING; and also

BEGINNING at a point on the North line of said Southeast quarter of the Northwest quarter of Section 1 which bears North 76 degrees 05 minutes 13 seconds West, 540.00 feet from the Northeast corner of said North half of the Southeast quarter of the Northwest quarter of Section 1;

Thence South 13 degrees 07 minutes 10 seconds West, 45.89 feet to a fence;

Thence North 76 degrees 10 minutes 51 seconds West, 331.67 feet along a fence;

Thence North 34 degrees 15 minutes 22 seconds East, 49.51 feet to a point on the North line of said North half of the Southeast quarter of the Northwest quarter of Section 1;

Thence South 76 degrees 05 minutes 13 seconds East, 313.82 feet; along the North line of said North half of the Southeast quarter of the Northwest quarter of Section 1 to the POINT OF BEGINNING; and also

BEGINNING at the Northeast corner of said Southeast quarter of the Northwest quarter of Section 1;

Thence South 13 degrees 07 minutes 10 seconds West 45.00 feet along the East line of said North half of the Southeast quarter of the Northwest quarter of Section 1;

Thence North 76 degrees 10 minutes 51 seconds West 539.99 feet along a fence;

Thence North 13 degrees 07 minutes 10 seconds East 45.89 feet to a point on the North line of said North half of the Southeast quarter of the Northwest quarter of Section 1;

Thence South 76 degrees 05 minutes 13 seconds East 540.00 feet along the North line of said North half of the Southeast quarter of the Northwest quarter of Section 1 to the POINT OF BEGINNING; and also

FIGURE 2 Legal Description

(Continued)

EXCEPT that portion of the said Southeast quarter of the Northwest quarter which lies between the following described Line No. 1 and Line No. 2:

LINE NO. 1:

COMMENCING at the North quarter corner of said Section 1;

Thence South 0 degrees 38 minutes 46 seconds East, along the North-South midsection line of said section, 1778.67 feet to the POINT OF BEGINNING;

Thence South 87 degrees 24 minutes 33 seconds West, 726.10 feet;

Thence South 89 degrees 11 minutes 906 seconds West, 173.36 feet;

Thence North 0 degrees 15 minutes 24 seconds West, 492.93 feet;

Thence South 89 degrees 44 minutes 53 seconds West, 404.83 feet to the point of ending on the West line of said Southeast quarter of the Northwest quarter.

LINE NO. 2:

COMMENCING at the North quarter corner of said Section 1;

Thence South 0 degrees 38 minutes 46 seconds East, along the North South mid section line of said Section, 2433.41 feet to the POINT OF BEGINNING;

Thence from a local tangent bearing of South 82 degrees 44 minutes 47 seconds West, along a curve to the right having a radius of 7839.44 feet, a distance of 1050.95 feet;

Thence North 89 degrees 34 minutes 21 seconds West, 500 feet to the POINT OF ENDING; and also

EXCEPT that part of the Southeast quarter of the Northwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 1, said point being South 00 degrees 38 minutes 46 seconds East (basis of bearings), along the North-South midsection line, a distance of 1300.20 feet from the North quarter corner of

FIGURE 2 Legal Description

(Continued)

said Section 1, said North quarter corner being shown as Point Number 2 on "Results of a Survey" Platy recorded in Book 115 of Maps, page 10, records of Maricopa County, Arizona;

Thence South 00 degrees 38 minutes 46 seconds East along said mid-section line, a distance of 45.00 feet to the TRUE POINT OF BEGINNING:

PARCEL NO. 3:

The Southeast quarter of the Northwest quarter (being part of farm Unit "A") of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING therefrom the following described parcels in said Southeast quarter of the Northwest quarter of said Section 1;

BEGINNING at the Northwest corner of said Southeast quarter of the Northwest quarter of Section 1;

Thence South 76 degrees 5 minutes 13 seconds East 435.11 feet along the North line of said Southeast quarter of the Northwest quarter of Section 1;

Thence South 34 degrees 15 minutes 22 seconds West 46.4 feet;

Thence North 76 degrees 42 minutes 08 seconds West 407.66 feet along a fence to a point on the West line of said Southeast quarter of the Northeast quarter of Section 1;

Thence North 13 degrees 47 minutes 22 seconds East 48 feet along the West line of said Southeast quarter of the Northwest quarter of Section 1 to the POINT OF BEGINNING; and also

BEGINNING at a point on the North line of said Southeast quarter of the Northwest quarter of Section 1 which bears North 76 degrees 05 minutes 13 seconds West, 540.00 feet from the Northeast corner of said North half of the Southeast quarter of the Northwest quarter of Section 1;

Thence South 13 degrees 07 minutes 10 seconds West, 45.89 feet to a fence;

Thence North 76 degrees 10 minutes 51 seconds West, 331.67 feet along a fence;

FIGURE 2 Legal Description

(Continued)

Thence North 34 degrees 15 minutes 22 seconds East, 49.51 feet to a point on the North line of said North half of the Southeast quarter of the Northwest quarter of Section 1;

Thence South 76 degrees 05 minutes 13 seconds East, 313.82 feet; along the North line of said North half of the Southeast quarter of the Northwest quarter of Section 1 to the POINT OF BEGINNING; and also

BEGINNING at the Northeast corner of said Southeast quarter of the Northwest quarter of Section 1;

Thence South 13 degrees 07 minutes 10 seconds West 45.00 feet along the East line of said North half of the Southeast quarter of the Northwest quarter of Section 1;

Thence North 76 degrees 10 minutes 51 seconds West 539.99 feet along a fence;

Thence North 13 degrees 07 minutes 10 seconds East 45.89 feet to a point on the North line of said North half of the Southeast quarter of the Northwest quarter of Section 1;

Thence South 76 degrees 05 minutes 13 seconds East 540.00 feet along the North line of said North half of the Southeast quarter of the Northwest quarter of Section 1 to the POINT OF BEGINNING; and also

EXCEPT that portion of the said Southeast quarter of the Northwest quarter which lies between the following described Line No. 1 and Line No. 2:

LINE NO. 1:

COMMENCING at the North quarter corner of said Section 1;

Thence South 0 degrees 38 minutes 46 seconds East, along the North-South midsection line of said section, 1778.67 feet to the POINT OF BEGINNING;

Thence South 87 degrees 24 minutes 33 seconds West, 726.10 feet;

Thence South 89 degrees 11 minutes 06 seconds West, 173.36 feet;

Thence North 0 degrees 15 minutes 24 seconds West, 492.93 feet;

FIGURE 2 Legal Description

(Continued)

Thence South 89 degrees 44 minutes 53 seconds West, 404.83 feet to the point of ending on the West line of said Southeast quarter of the Northwest quarter.

LINE NO. 2:

COMMENCING at the North quarter corner of said Section 1;

Thence South 0 degrees 38 minutes 46 seconds East, along the North South mid section line of said Section, 2433.41 feet to the POINT OF BEGINNING;

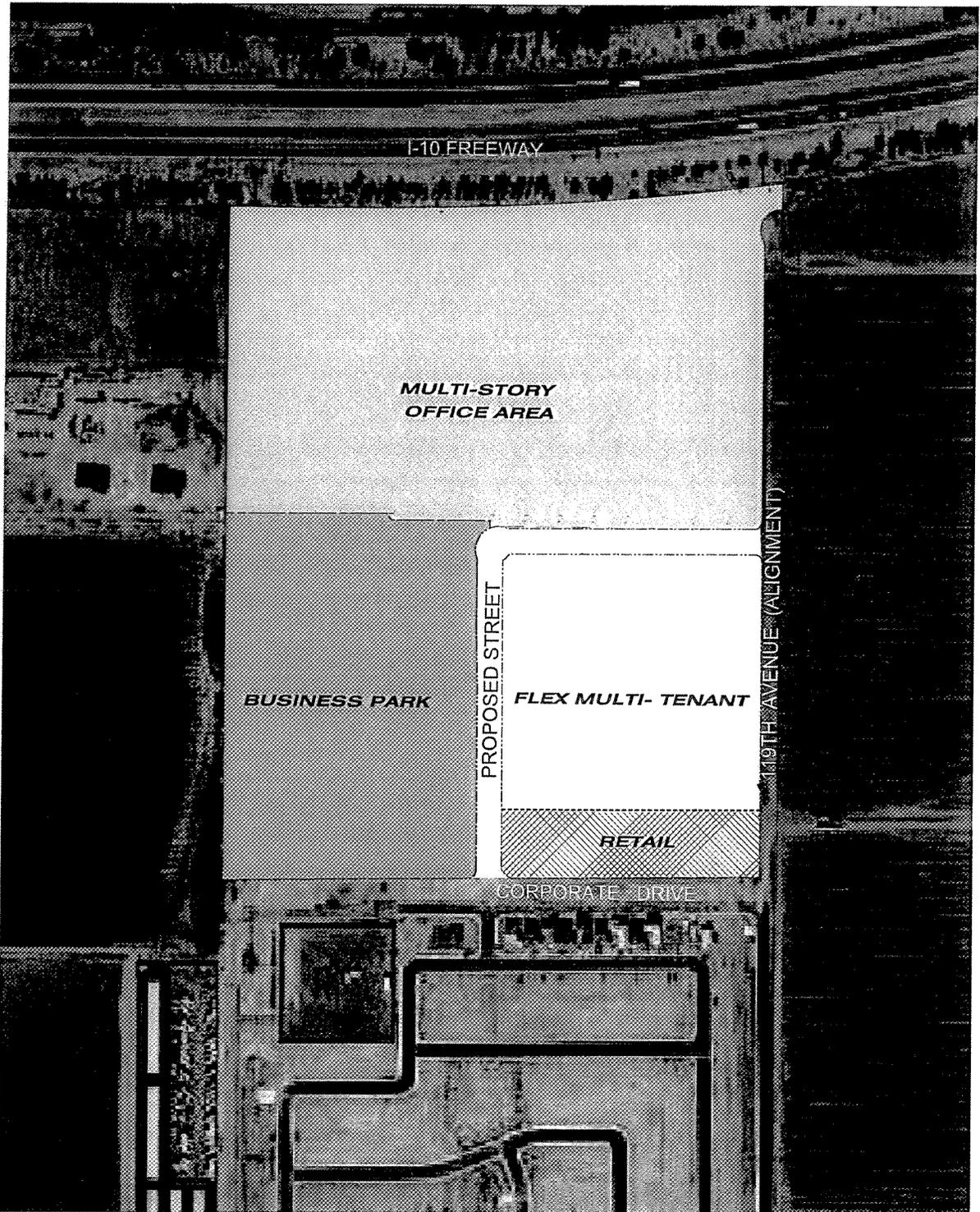
Thence from a local tangent bearing of South 82 degrees 44 minutes 47 seconds West, along a curve to the right having a radius of 7839.44 feet, a distance of 1050.95 feet;

Thence North 89 degrees 34 minutes 21 seconds West, 500 feet to the POINT OF ENDING; and also

EXCEPT that part of the Southeast quarter of the Northwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 1, said point being South 00 degrees 38 minutes 46 seconds East (basis of bearings), along the North-South midsection line, a distance of 1300.20 feet from the North quarter corner of said Section 1, said North quarter corner being shown as Point Number 2 on "Results of a Survey" Platy recorded in Book 115 of Maps, page 10, records of Maricopa County, Arizona;

Thence South 00 degrees 38 minutes 46 seconds East along said mid-section line, a distance of 45.00 feet to the TRUE POINT OF BEGINNING:



SPECTRUM BUSINESS PARK
 AVONDALE, AZ.

FIGURE 3

LAPOUR CONCEPTUAL MASTER DEVELOPMENT PLAN



FIGURE 4
Landscape Palette

Trees

- 1.Sweet Acacia
- 2.Catclaw Acacia
- 3.Weeping Wattle
- 4.Twisted Acacia
- 5.Blue Palo Verde
- 6.Palo Brea
- 7.Chitalpa
- 8.Ironwood
- 9.Texas Ebony
- 10.Southern Live Oak
- 11 Date Palms
- 12.Desert Museum Palo Verde
- 13.Shoestring Acacia
- 14Evergreen Bird of Paradise

Shrubs

- 1.Desert Carpet
- 2.Bursage
- 3.Desert Milkweed
- 4.Bush Bougainvillea Barbara Karst
- 5.Shrubby Senna
- 6.Mexican Bird of Paradise
- 7.Red Bird of Paradise
- 8.Yellow Bird of Paradise
- 9.Baja Fairy Duster
- 10.Pink Fairy Duster
- 11.Dalea 'Sierra Gold'
- 12.Brittle Bush
- 13.Turpentine Bush
- 14.Desert Lavender
- 15.Chuparosa
- 16.Regal Mist
- 17.Firecracker Penstemon
- 18.Desert Penstemon
- 19.Lady Bank's Rose
- 20.Mexican Barrio Ruellia
- 21.Cleveland Sage
- 22.Jojoba
- 23.Globe Mallow
- 24.Ruellia Species
- 25.Green Cloud Sage
- 26.Chihuahuan Sage
- 27.Salvia Species
- 28.Valentine Bush
- 29.Paper Flower
- 30.Petite Pink Oleander
31. Heavenly Bamboo

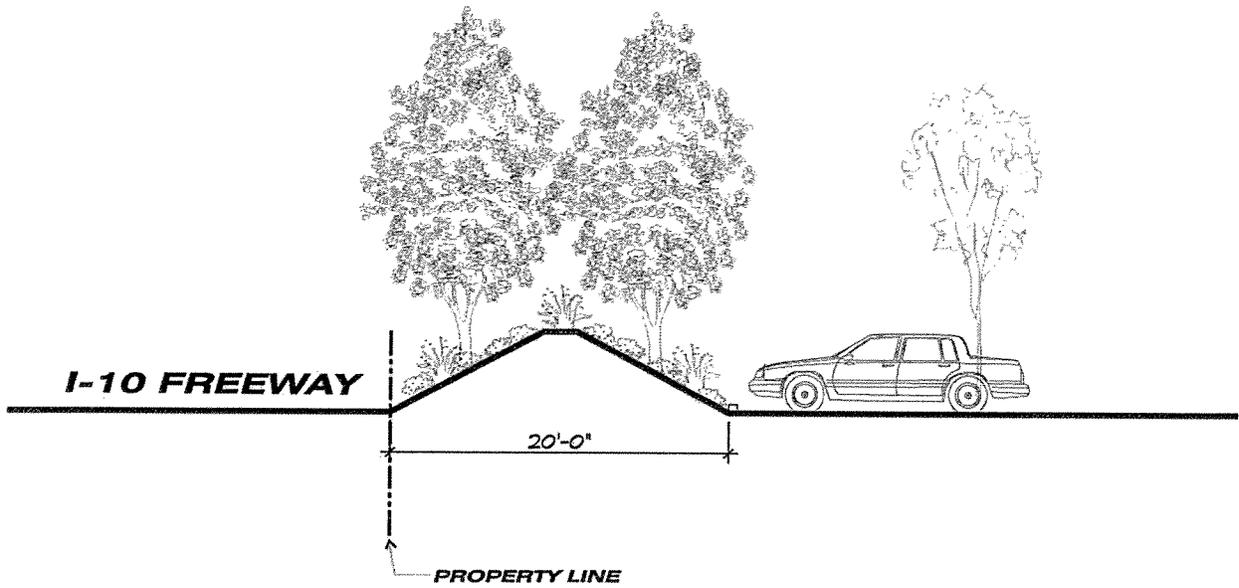
Accents

- 1.Century Plant
- 2.Octopus Agave
- 3.Gentry's Agave
- 4.Weber's Agave
- 5.Saguaro Cactus

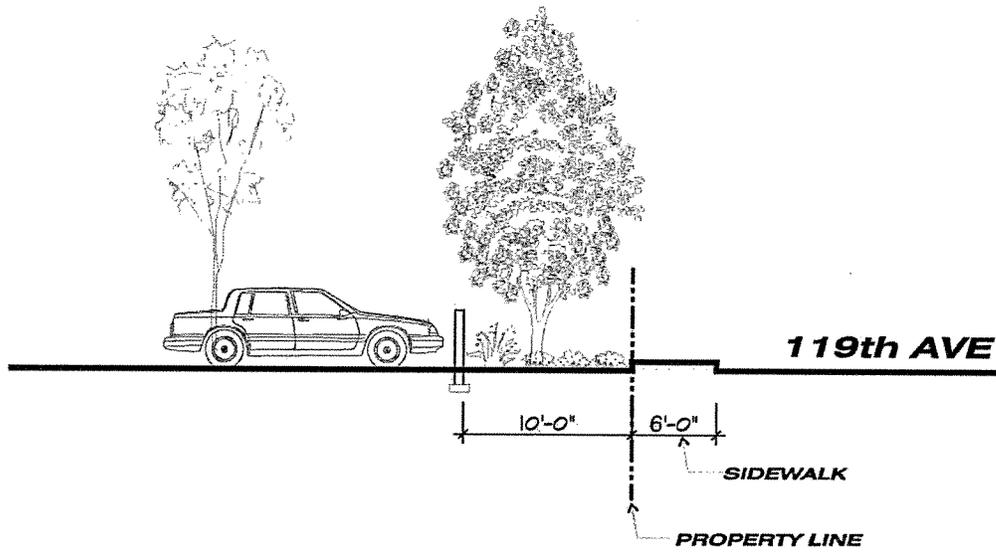
- 6.Peruvian Apple
- 7.Desert Spoon
- 8.Fishbook Barrel
9. Ocotillo
- 10.Giant Hesperaloe
- 11.Red Yucca
- 12.Tree Bear Grass
- 13.Bear Grass
- 14.Opuntia sp. (Cactus varieties)
- 15.Golden Barrel
- 16.Toothless Desert Spoon
- 17.Spanish Bayonet
- 18.Twisted Yucca
- 19.Agave Sp.

Groundcovers

- 1.Desert Marigold
- 2.Angelita Daisy
- 3.Bush Lantana
- 4.Lantana 'New Gold'
- 5.Trailing Ice Plant
- 6.Black Foot Daisy
- 7.Gooding Verbena
- 8.Goldeneye
- 9.Bush Morning Glory
- 10.Turf-Hybrid Bermuda. "Midiron"
- 11.Purple Trailing Lantana
12. "Little Katies" Ruellia
13. Yellow Dots
- 14.Myoporum
- 15.Dwarf Trailing Lantana
16. Turf



SECTION 1



SECTION 2

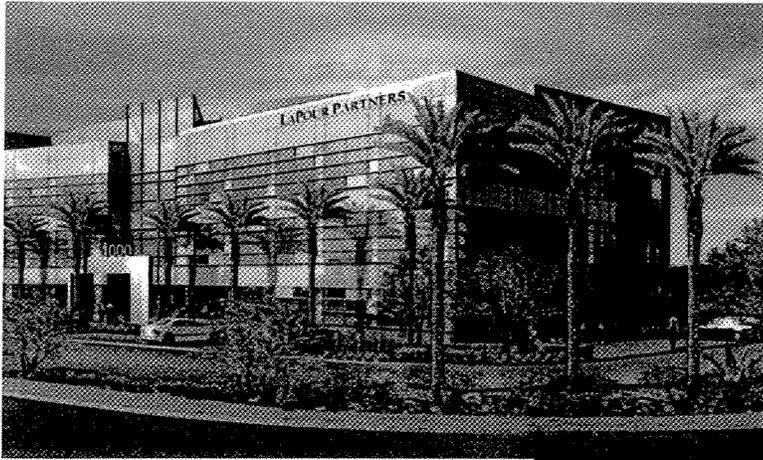
SPECTRUM BUSINESS PARK
AVONDALE, AZ.

LAPOUR

FIGURE 5

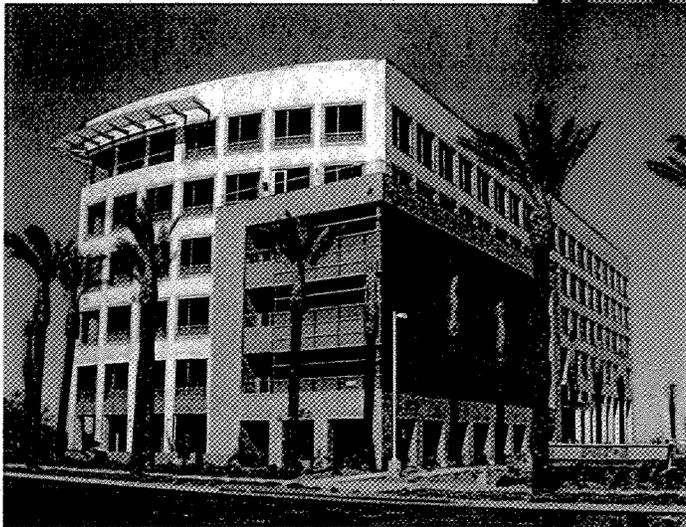
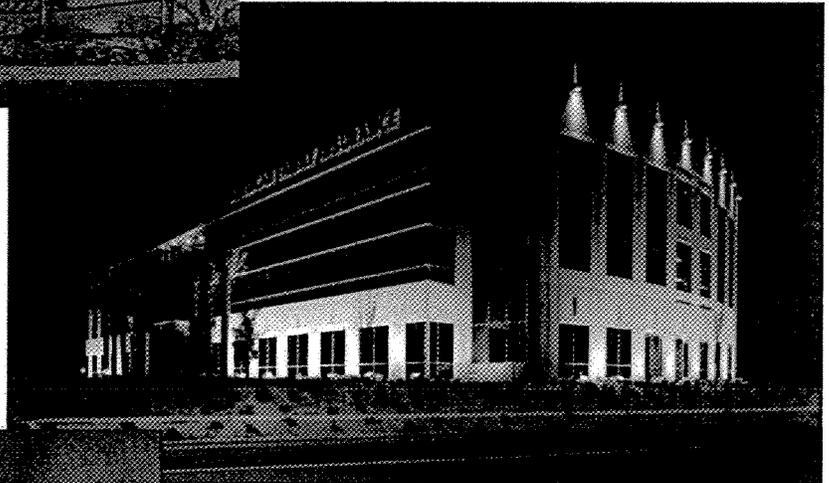
LANDSCAPE STREET FRONTAGE





OFFICE PARK

*CONTRAST IN COLOR
& MATERIAL TO CREATE VISUAL
INTEREST



*DETAIL AT TOP OF WALL FOR
ADDITIONAL IDENTITY

*STRONG, BOLD FORMS

*SURFACE ARTICULATION

*DESERT BASED COLOR
PALETTE

*VARIATIONS IN TEXTURE

*LANDSCAPING TO COMPLIMENT
ARCHITECTURE



SPECTRUM BUSINESS PARK
AVONDALE, AZ

LAPOUR

FIGURE 6

REPRESENTATIVE IMAGES

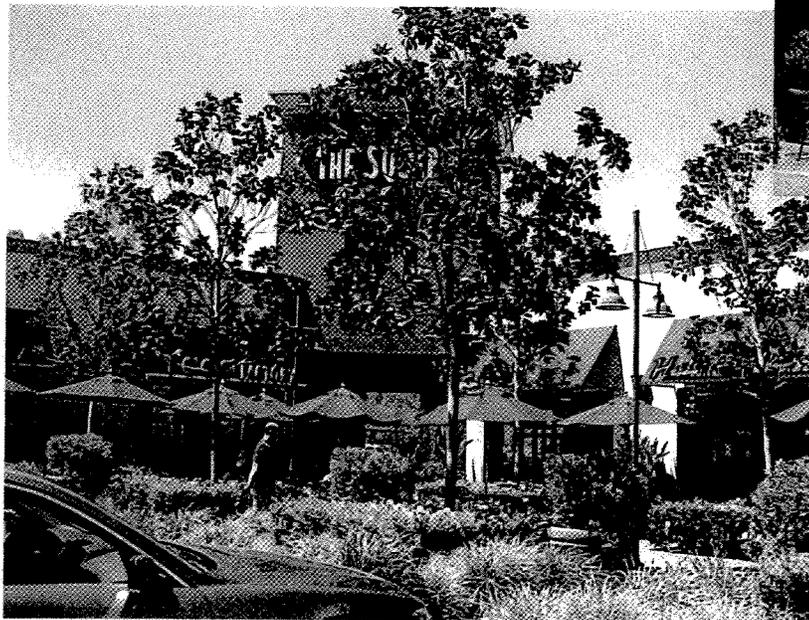




RETAIL COMPONENT

*PAD ARCHITECTURE COMPATABLE IN COLOR & MATERIAL

*SHADING DEVICES
HEIGHTENED DETAIL AT ENTRIES



*VARIETY OF ROOF FORM
& PARAPET TREATMENT

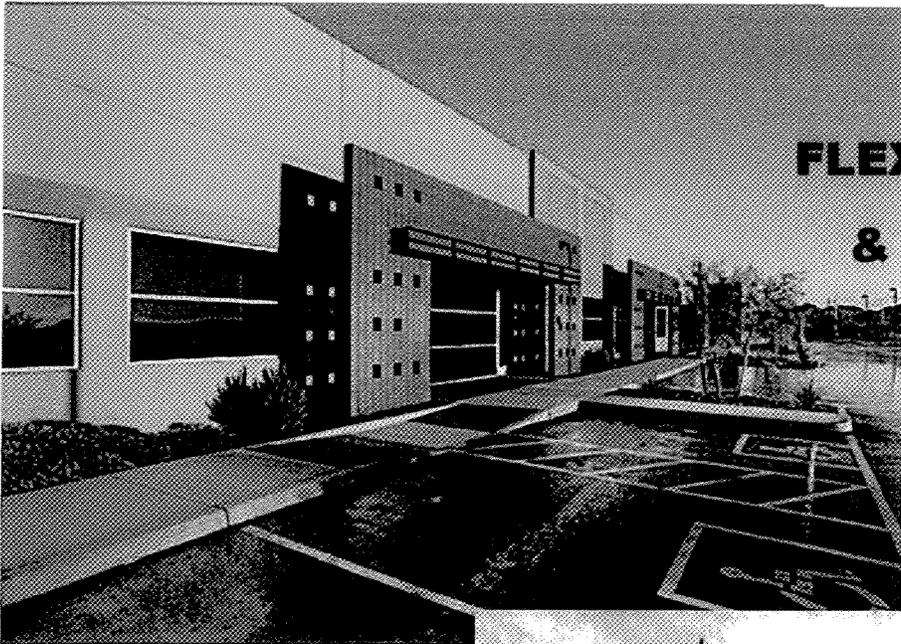
SPECTRUM BUSINESS PARK
AVONDALE, AZ.

LAPOUR

FIGURE 7

REPRESENTATIVE IMAGES





FLEX MULTI TENANT & BUSINESS PARK

*OFFSETS IN WALL PLANES TO
CREATE DEPTH, SHADOW
& BREAK UP MASSING

*USE OF DETAIL FOR
ARCHITECTURAL EMPHASIS

*EMPHASIS ON BUILDING
ENTRY

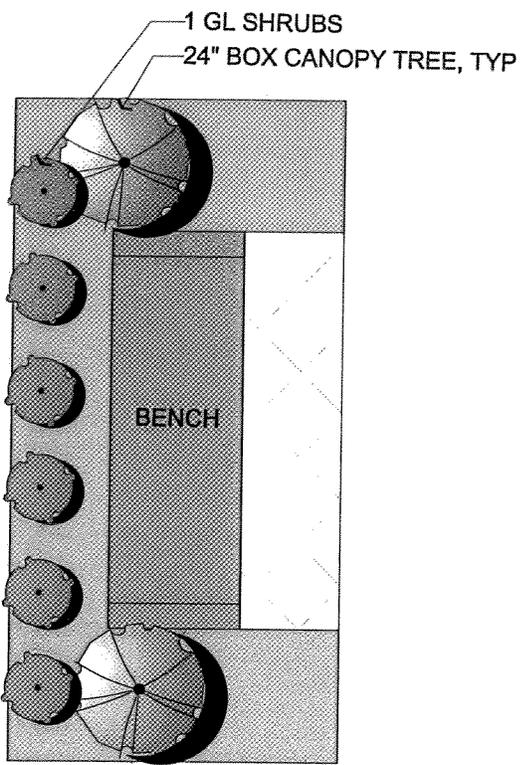


*USE OF STRONG FORMS & MASS

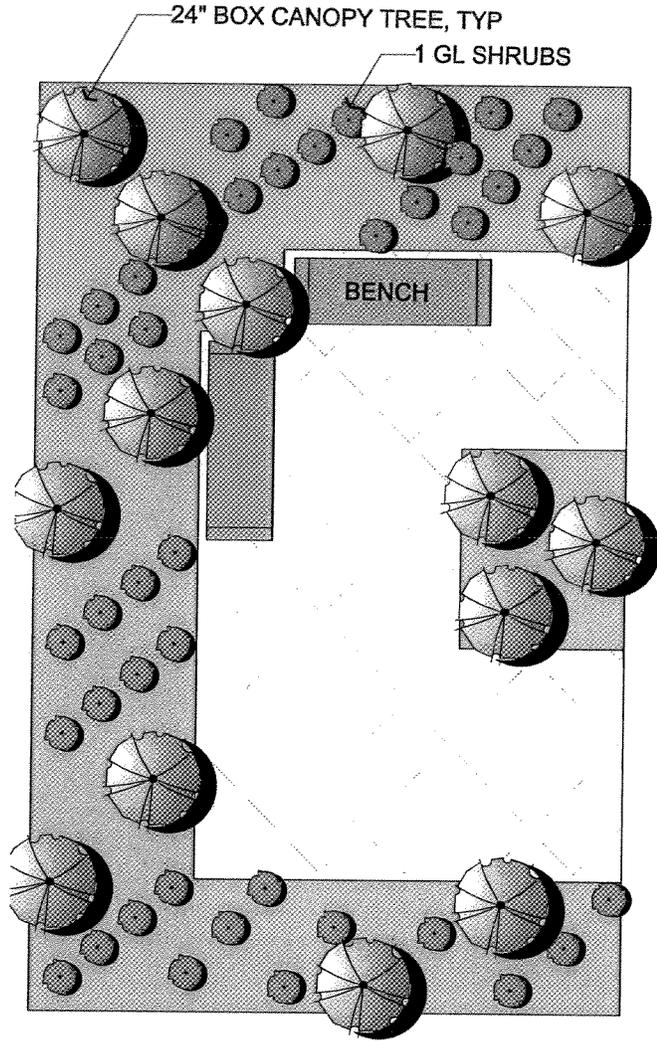
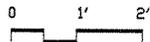
*RICH, BOLD COLORS WILL BE
USED TO EMPHASIZE THE
ENTRIES & BUILDINGS'
ARTICULATIONS

SPECTRUM BUSINESS PARK
AVONDALE, AZ.

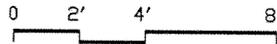
FIGURE 8



50 S.F. REFUGE AREA



5000 S.F. OUTDOOR PLAZA



SPECTRUM BUSINESS PARK
AVONDALE, AZ.

LAPOUR

FIGURE 9

OPEN SPACE AREAS



LAPOUR

Avondale Spectrum Neighborhood Meeting

Case Number: Z-07-10
Meeting Date: March 4, 2008
Meeting Time: 6:00 p.m. - 6:45 p.m.
Meeting Location: City of Avondale
 Ocotillo Conference Room

Attending:

Neighbors: Millie Henderson
 Fay Parker

Developer: Jim Colegrove
 Cody Collins

Counsel: Heidi Kimzey

Summary of Meeting:

Ms. Henderson and Ms. Parker live west of the property.

Mr. Colegrove described the project to the neighbors. He showed the neighbors a map of the project and how the land use designations shown on the map matched up to the descriptions and allowed uses set forth in the P.A.D. narrative. The neighbors were given copies of the latest P.A.D. narrative.

Mr. Colegrove discussed the proposed height of the buildings and how the building height would step down from the freeway.

Mr. Colegrove also provided Ms. Henderson and Ms. Parker with an anticipated construction schedule.

Mr. Colegrove provided the neighbors with the anticipated hearing schedule.

The meeting ended at 6:45.

commercial
 hospitality
 development
 asset management

Excerpt of the Draft Minutes of the regular Planning Commission meeting held March 20, 2008 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Angela Cotera, Commissioner
David Iwanski, Chairman
Edward Meringer, Commissioner
Michael Demlong, Vice Chairman
Alan Lageschulte, Commissioner

COMMISSIONER ABSENT

Kevin Grimsley, Commissioner

CITY STAFF PRESENT

Chris Schmaltz, City Attorney
Dean Svoboda, Director of Long Range Planning
Eric Morgan, Planner II, Development Services
Ken Galica, Planner II, Development Services
Scott Wilken, Senior Planner
Tracy Stevens, Planning Manager

APPLICATION NO. Z-07-10

APPLICANT: Ms. Daniela Bogdan-Kennedy, KKE Architects, Inc.
4 Executive Circle, Suite 190
Irvine, CA 92614

PROPERTY OWNER: Mr. Jim Colegrove, Lapor Partners
5525 S. Decatur Boulevard, Suite 101
Las Vegas, Nevada 89118

REQUEST: This is a request to rezone approximately 11 acres from AG (Agricultural) to PAD (Planned Area Development) to allow for the development of a commerce park. Staff Contact: Ken Galica (623) 333-4019.

Ken Galica, Planner II, Development Services Department, stated this is Item Z-07-10, a request to rezone approximately 50 acres from Agricultural (AG) to Planned Area Development (PAD) to allow for the development of a regional office and employment center titled Avondale Spectrum. He described the subject property as located at the northwest corner of 119th Avenue and Corporate Drive with I-10 forming the property's northern boundary. Desert Springs Village, a partially developed single-family subdivision with 174 lots, borders the subject property to the south. Three properties border the subject property to the west, the northern and southern most recently having PADs approved for Commerce Parks, and the middle parcel between those is zoned R1-35, and two single family homes are being developed there. The property to the east is undeveloped and is zoned AG. The subject property is zoned AG and surrounded by Industrial PAD, R1-35, and AG zoning. The subject property is designated as Employment by the General Plan and encourages uses which provide employment opportunities. Retail and Non-Retail Commercial uses which act wholly in a support role for the Office development are appropriate in moderation within the Employment land use designation. The subject property also falls within the Freeway Corridor Specific Plan area.

Mr. Galica informed the Commission that the proposed PAD will create four sub-areas, the largest being a Multi-Story Office area located directly adjacent to I-10 that will be developed with multi-story Class A office buildings, including business offices, medical offices, and research and development type uses, as well as full-service restaurants and banks if located on the ground floor of a multi-story office building.

Two additional sub-areas are the Business Park and Flex Multi-Tenant Park areas located south of the Multi-Story Office area, which will offer identical uses consistent with the Commerce Park zoning district and will include office, light manufacturing, and limited office warehouse. The applicant envisions the Flex Multi-Tenant Park area to act as a small business incubator zone. The last sub-area is a 4 acre Support Retail area located at the corner of 119th Avenue and Corporate Drive. This area will provide limited retail, restaurant, and service uses to serve the daily needs of the employees working within the office development.

As pertains to access to the site, Mr. Galica described access to the property from 119th Avenue, and upon development of the properties to the east and west, Corporate Drive will connect Avondale Blvd. to El Mirage and provide a second major access route to this development. Public streets adjacent to the subject property are required with the first development phase and include the northern 70 feet of Corporate Drive, the western half street for 119th Avenue, and the internal public streets width and design will be determined by the results of a traffic study at the time of Master Site Plan submittal, which will also determine if a traffic signal is necessary at 119th Avenue and Van Buren.

Mr. Galica reported that the development standards of this PAD are largely consistent with the Commerce Park zoning district with a few exceptions. The PAD will allow for building heights up to 4 stories and 56 feet, which is consistent with the maximum allowed by the Freeway Corridor Plan. The applicant is also proposing shorter building setbacks along 119th Avenue, and in exchange they are providing landscape setbacks, tree sizes, and tree quantities in excess of the minimum requirements throughout the entire project. The applicant is also proposing pedestrian amenities and shaded areas where the Zoning Ordinance does not propose those types of requirements for Industrial projects. The project will adhere to the Design Manual for Commercial, Industrial, and Multi-Family Developments. The PAD also contains design requirements largely in conformance with the Design Manual. Where there is conflicting language, the PAD document will supersede.

The PAD offers representative images for the different sub-areas. Mr. Galica showed the Commission slides of the office buildings emphasizing strong, bold forms and materials that create a pleasing visual contrast, and that have variations in texture and landscaping that work as accentuation. The architecture of the Business Park and Flex Multi-Tenant areas will emphasize wall plane offsets for depth and shadow, and details are used to lessen the scale of the structure with an emphasis on building entries in rich, bold colors. The Support Retail area architecture will be compatible with the surrounding Office architecture with special emphasis on roof forms, detail at the building entries, and lots of shading.

Mr. Galica reported that the request for rezoning meets the requirements of the Zoning Ordinance, and will result in compatible land use relationships and produce the quality development which is consistent with the desired character of the area. With the Staff-recommended stipulations, the Avondale Spectrum PAD is consistent with the goals and objectives of the General Plan and Freeway Corridor Specific Plan. Staff is recommending approval subject to 17 stipulations.

Chairperson Iwanski invited questions from the Planning Commission.

Vice Chair Demlong stated Stipulation No. 12 seems open ended. "A cost contribution towards a traffic signal at the intersection of 119th Avenue and Van Buren Street will be required if warranted. The contribution amount shall be based upon the results of the full traffic impact study submitted at the time of Master Site Plan submittal." He asked if the cost contribution amount needed to be solidified. Mr. Galica replied that the traffic study would determine the percentage of traffic the project will create and then determine the percentage of contribution based on that, but Staff can clarify that if necessary. Vice Chair Demlong stated he was just concerned about wiggle room on the part of the developer. Mr. Galica stated that could be clarified further.

Vice Chair Demlong asked about a buffer between the residential area and the Retail and Multi-Use Office areas. Mr. Galica replied that the width of the right-of-way on Corporate Drive is 70 feet, and on the south side outside of the right-of-way before the private lots begin, there is an additional 15 feet of landscape setback, and then this project will provide an additional 40 feet of landscaping along Corporate Drive,

which is over 100 feet of separation. As well, the uses that are allowed are not the types of heavy industrial uses which would create nuisances for residents in the area.

Commissioner Cotera asked what the zoning would be like for the Business Park, Support Retail and Flex Multi-Tenant Park. Mr. Galica replied that the zoning is comparable to the Commerce Park zoning district with the heavier industrial uses eliminated.

Commissioner Meringer asked, with all the other Commerce Parks already in Avondale, and with all the buildings that are already up and currently vacant, how long will these properties be vacant. He expressed concern with people trying to find this property without GPS in their vehicles. Mr. Galica replied that the question in regards to the market would be best left to the applicant. He reminded the Commission that in regards to finding this property, El Mirage will eventually have an interchange off of I-10, so it will be easier to access these properties at some point, though it is still undetermined exactly when that will be.

Chairperson Iwanski stated 5 percent of retail appears to be a small percentage of the overall project. He asked what retail might be interested in that specific location. Mr. Galica replied that he did not have specific tenant information, but he would imagine it would be a sandwich shop where people from the offices could have a sandwich, a dry cleaning shop, and those types of businesses. He added that this location does not lend itself to attracting business from outside of the Commerce Park, and Staff is confident that the retail will act in purely a support role to the office development.

Chairperson Iwanski invited further questions, and hearing none, invited the applicant to address the Commission.

Heidi Kimsey, 3003 N. Central Ave., Phoenix, AZ, representing Lapour Partners, stated that Lapour Partners own and manage a portfolio of more than one million square feet in Arizona, Nevada and California, and they are owner-managers who hold their properties. She stated this site is 50 acres, just south of I-10, and a great location for a Commerce Park. She showed the Commission slides of buildings for the four sub-areas and relayed that the applicant was looking to attract tenants such as coffee shops, sandwich shops, and other shops that do not need much parking or high volume traffic. She added that within the PAD several standards are exceeded, such as required setbacks are 25 for buildings and 10 for parking, while the applicant proposes 30 feet for the buildings and 40 feet for parking along Corporate Drive. Other standards have been exceeded by double or more over Code requirements. Ms. Kimsey stated they are in conformance or exceed the Code standards, and they are in agreement with Staff and their stipulations and hope the Commission will support their project.

Chairperson Iwanski asked Ms. Kimsey if she would work with Staff on providing a clarification to Stipulation No. 12 "A cost contribution towards a traffic signal at the intersection of 119th Avenue and Van Buren Street will be required if warranted. The contribution amount shall be based upon the results of the full traffic impact study submitted at the time of Master Site Plan submittal." Ms. Kimsey replied absolutely, that was their intent.

Chairperson Iwanski invited questions for the applicant.

Commissioner Cotera asked, given the current economic times, when did the applicant foresee breaking ground. Ms. Kimsey stated the applicant had analyzed the market and will probably wait for a few months, and then when they start Phase 1, they will put in the entire infrastructure improvements. She relayed the applicant has a lot of interest in some areas of the project, so they are not expecting too much of a delay, and she believes they will be fine even with the current market situation.

Chairperson Iwanski opened the public hearing. There were no requests to speak. Chairperson Iwanski invited further questions, and hearing none, closed the public hearing. Chairperson Iwanski again invited further questions, and hearing none, entertained a motion.

Vice Chair Demlong **MOVED** that the Planning Commission accept the findings and recommend approval of application Z-07-10, a request to rezone approximately 50 acres from Agricultural (AG) to Planned Area

Development (PAD), subject to 17 Staff-recommended stipulations. Commissioner Cotera **SECONDED** the motion.

- 1) Development shall confirm to the Avondale Spectrum PAD Development Plan Narrative date stamped March 20, 2008, except as modified by these stipulations.
- 2) Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development. In instances where the PAD Development Plan Narrative and the Design Manual conflict, the design standards contained within the PAD Development Plan Narrative shall supersede.
- 3) A Master Site Plan for the entire 50 acre PAD shall be approved by the City Council prior to development. Subsequently, Final Site Plan may be administratively approved by Staff for this development in accordance with the Council-approved Master Site Plan and Comprehensive Sign program.
- 4) In accordance with the Freeway Corridor Specific Plan, the first phase of development shall include 25% of the Master Site planned area, or 12.5 gross acres. All off-site improvements completed as part of the first phase shall count towards this requirement.
- 5) Individual sub-area boundaries shall be in general conformance with the land use diagram attached to the PAD narrative as Figure 3. The Retail sub-area shall not exceed 4 net acres. The Multi-Story Office sub-area shall encompass a minimum of 20 acres.
- 6) The freeway pylon sign shall not exceed 65 feet in height.
- 7) A full traffic impact analysis shall be required at the time of Master Site Plan approval.
- 8) Right-of-way dedication and street improvements shall be required as follows:

Street	Right-Of-Way Required	Street Improvements
Corporate Drive	Major Collector 70' (100' full-street with 30' existing)	2-1/2 travel lanes, bike lane, curb and gutter, sidewalks, street lights, and landscaping
119 th Avenue	Minor Collector 40' half street	1-1/2 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
Internal Street (Unnamed)	To be determined based on Traffic Study at the time of Master Site Plan review. City Standards at the time of Site Plan submittal shall apply.	To be determined based on Traffic Study at the time of Master Site Plan review. City Standards at the time of Site Plan submittal shall apply.

- 9) Additional right-of-way may be required along 119th Avenue adjacent to the subject property in order to match the alignment of 119th Avenue as it currently exists to the south.
- 10) Additional right-of-way and improvements may be required at the time of Master Site Plan approval for intersections, turn lanes, deceleration lanes, transit stops, and other site-specific requirements based upon the results of the revised traffic study and the Site Plan application, as determined by the City Engineer.
- 11) All off-site improvements shall be completed as part of the first phase of development.
- 12) A cost contribution towards a traffic signal at the intersection of 119th Avenue and Van Buren Street will be required if warranted. The Contribution amount shall be based upon the results of the full traffic impact study submitted at the time of Master Site Plan submittal.

13) A final plat shall be recorded prior to building permit issuance. The plat shall dedicate all required right-of-way, combine existing lots, and abandon the recorded highway easement along the eastern boundary of the property.

14) No structures or walls will be permitted within the sewer easement on the eastern boundary of this property.

15) All irrigation water rights associated with the property shall be conveyed to the City of Avondale prior to Master Site Plan approval.

16) A minimum of one (1) 50 square foot or larger pedestrian refuge area shall be provided for each building within the Support Retail sub-area, the Business Park sub-area, and the Flex Multi-Tenant sub-area. Each pedestrian refuge area shall provide at least one bench, two trees, and six shrubs. Shade canopies may be provided in lieu of trees if compatible with the architecture on the site. Each area shall be separate and distinct.

17) A minimum of one (1) 500 square foot or larger pedestrian plaza shall be provided for each building within the Multi-Story Office sub-area. Each plaza shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, onsite furniture and shade coverage.

Chairperson Iwanski opened the floor for discussion.

Commissioner Lageschulte stated this is one of the first projects before the Commission that has brought forward multi-story buildings along the freeway, which he believes is what Avondale needs to draw business into the city. He thinks this will be a really good project for this area, and if it works out, maybe the zoning will be changed to allow for more multi-story buildings later on.

Chairperson Iwanski invited further discussion, and heard none. He stated it has been moved and seconded that the Planning Commission accept the findings and recommend approval of application Z-07-10, a request to rezone approximately 50 acres from AG to PAD subject to 17 Staff-recommended stipulations, and he called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Commissioner Grimsley	Absent
Chairperson Meringer	Aye
Commissioner Cotera	Aye
Commissioner Webster	Aye

The motion passed unanimously.

ORDINANCE No. 1302-408

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 50 ACRES LOCATED AT THE NORTHWEST CORNER OF 119TH AVENUE AND CORPORATE DRIVE, AS SHOWN IN FILENAME Z-07-10, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”) pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, March 20, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on April 21, 2008.

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

SECTION 1. That ± 50 acres of real property generally located at the northwest corner of 119th Avenue and Corporate Drive, as shown in filename Z-07-10 (the “Property”), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall conform to the Avondale Spectrum PAD Development Plan Narrative date stamped March 20, 2008, except as modified by these stipulations.

2. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development. In instances where the PAD development plan narrative and the Design Manual conflict, the design standards contained within the PAD development plan narrative shall prevail.
3. A master site plan and comprehensive sign plan for the entire 50 acre PAD shall be approved by the City Council prior to development. Subsequently, final site plans may be administratively approved by staff for this development in accordance with the Council-approved master site plan and comprehensive sign program.
4. In accordance with the Freeway Corridor Specific Plan, the first phase of development shall include 25% of the master site planned area, or 12.5 gross acres. All off-site improvements completed as part of the first phase shall count towards this requirement.
5. Individual sub-area boundaries shall be in general conformance with the land use diagram attached to the PAD narrative as Figure 3. The retail sub-area shall not exceed 4 net acres. The multi-story office sub-area shall encompass a minimum of 20 acres.
6. The freeway pylon sign shall not exceed 65 feet in height.
7. A full traffic impact analysis shall be required at the time of master site plan approval.
8. Right-of-way shall be dedicated to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:

Street	Right-of-way Required	Street Improvements
Corporate Drive	Major Collector 70' (100' full-street with 30' existing)	2 ½ travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
119th Avenue	Minor Collector 40' half street	1 ½ travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping
Internal Street (Unnamed)	To Be Determined Based on Traffic Study at the Time of Master Site Plan Review. City Standards at the time of Site Plan Submittal shall apply.	To Be Determined Based on Traffic Study at the Time of Master Site Plan Review. City Standards at the time of Site Plan Submittal shall apply.

9. Additional right-of-way shall be dedicated to the City if required along 119th Avenue adjacent to the subject Property in order to match the alignment of 119th Avenue as it currently exists to the south.

10. Additional right-of-way shall be dedicated to the City if determined necessary by the City Engineer at the time of master site plan approval for intersections, turn lanes, decelerations lanes, transit stops, and other site specific requirements based upon the results of the revised traffic study and the site plan application.
11. All off-site improvements shall be completed as part of the first phase of development.
12. A cost contribution towards a traffic signal at the intersection of 119th Avenue and Van Buren Street will be required if warranted. The percentage contribution required towards the cost of this signal shall be determined based upon the results of the full traffic impact study submitted at the time of master site plan submittal.
13. A final plat shall be recorded prior to building permit issuance. The plat shall dedicate all required rights-of-way, combine existing lots and abandon the recorded highway easement along the eastern boundary of the Property.
14. No structures or walls will be permitted within the sewer easement on the eastern boundary of the Property.
15. All irrigation water rights associated with the Property shall be conveyed to the City of Avondale prior to master site plan approval.
16. A minimum of one (1) 50 square foot or larger pedestrian refuge area shall be provided for each building within the support retail sub-area, the business park sub-area, and the flex multi-tenant sub-area. Each pedestrian refuge area shall provide at least one bench, two trees, and six shrubs. Shade canopies may be provided in lieu of trees if compatible with the architecture on the site. Each area shall be separate and distinct.
17. A minimum of one (1) 500 square foot or larger pedestrian plaza shall be provided for each building within the multi-story office sub-area. Each plaza shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, onsite furniture and shade coverage.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 21, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1302-408

[Legal Description and Map of the Property]

See following pages.

Legal Description Rezoned Parcel

A parcel of land located within a portion of the Northwest and Southwest quarters of Section 1, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County Arizona, more particularly described as follows:

Commencing at the South quarter corner of Section 1, from which the Southwest corner of said Section 1 bears, S 89°34'17" W 2653.68 feet;

Thence N 00°02'51" E 1,104.95 feet, along the East line of the Southwest quarter of said Section 1, to the Northeast corner of the Re-plat of Desert Springs Village, as recorded in Book 736, Page 20, Maricopa County Records, and the

Point of Beginning;

Thence leaving said East line, S 89°34'17" W 1,325.57 feet, along the North line of said Re-plat and its Westerly extension, to a point on the West line of the East half of said Southwest quarter;

Thence leaving said North line, N 00°07'13" E 1,554.03 feet, along said West line, to the Northwest corner of the Northeast quarter of said Southwest quarter;

Thence leaving said West line, N 00°18'05" E 101.26 feet, along the West line of the Southeast quarter of the Northwest quarter of said Section 1, to a point on the South Right-of-Way line of I-10, as shown on the Right-of-Way plans prepared by the State of Arizona Department of Transportation Highway Division, Project No. I-10-2(39), Drawing No. D-7-1-756;

Thence leaving said West line, S 89°21'03" E 252.86 feet, along said South Right-of-Way line, to the beginning of a 7,839.44 foot radius curve to the left;

Thence along said curve and continuing along said South Right-of-Way line, 1,072.90 feet, through a central angle of 07°50'29", to a point on the East line of said Northwest quarter;

Thence leaving said South Right-of-Way line, S 00°02'51" W 1,703.68 feet, along said East line of the Northwest quarter and said East line of the Southwest quarter, to the **Point of Beginning.**

Containing 2,201,988 square feet or 50.5507 acres, more or less.

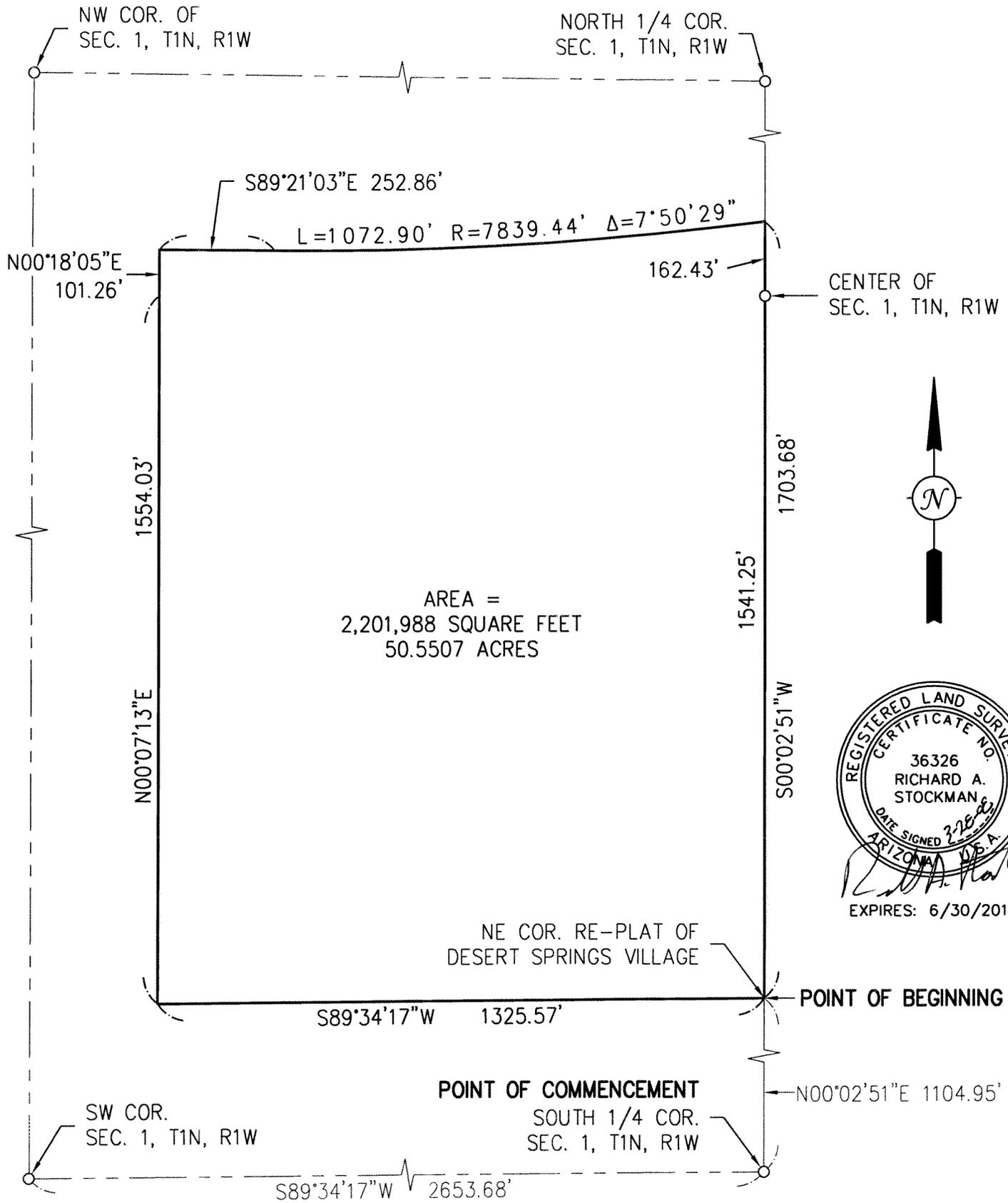
See attached exhibit "A".



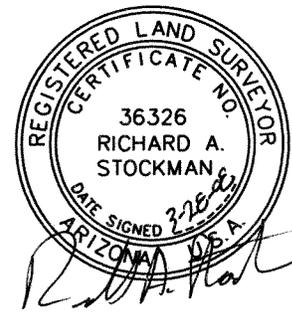
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Page 1 of 2



AREA =
2,201,988 SQUARE FEET
50.5507 ACRES



EXPIRES: 6/30/2010

NE COR. RE-PLAT OF
DESERT SPRINGS VILLAGE

POINT OF BEGINNING

POINT OF COMMENCEMENT
SOUTH 1/4 COR.
SEC. 1, T1N, R1W

N00°02'51"E 1104.95'



EXHIBIT "A"

AVONDALE SPECTRUM
CITY OF AVONDALE, ARIZONA

PROJECT NO. 7130LLP
DATE: 03/28/08
BY: BK2
SCALE: NTS
SHEET NO. 2 OF 2

9977 N. 90th Street Suite #350 Scottsdale, AZ 85258
Tel. 602.977.8000 Fax. 602.977.8099

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