

CITY COUNCIL AGENDA

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

REGULAR MEETING
November 17, 2008
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

Work Session of November 3, 2008
Regular Meeting of November 3, 2008
Council Development Session of December 8, 2008

b. RESCHEDULING OF COUNCIL MEETING

City Council will consider a request to reschedule the City Council regular meeting of December 15 to December 8, 2008. The Council will take appropriate action.

c. SPECIAL EVENT LIQUOR LICENSE – RACEWAY ELKS – NEW YEAR'S EVE FUNDRAISER

City Council will consider a request from Gary Bruce on behalf of the Raceway Elks #2852 for a special event liquor license for a New Year's Eve fundraiser to be held on December 31, 2008 from 5:00 p.m. to 12:00 a.m. at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

d. SPECIAL EVENT LIQUOR LICENSE – RACEWAY ELKS – CHRISTMAS FUNDRAISER

City Council will consider a request from Gary Bruce on behalf of the Raceway Elks #2852 for a special event liquor license for a Christmas dinner and dance to be held on Friday, December 12, 2008 from 5:00 to 11:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

e. CONTRACT AWARD - SOUTHWEST SLURRY SEAL, INC. FOR PREVENTATIVE STREET MAINTENANCE PROJECT

City Council will consider a request to approve a construction contract for the street sealing maintenance project with Southwest Slurry Seal, Inc., in the amount of \$773,277.41 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 2784-1108 - AMENDMENT NO. 1 TO AN IGA WITH ADOT - DYSART ROAD AND THE DYSART ROAD/I-10 INTERCHANGE IMPROVEMENTS PROJECT

City Council will consider a resolution approving Amendment No. 1 to an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for additional landscaping at the I-10 and Dysart Road interchange not included in the original agreement, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. AMENDMENT NO. 5 - DESIGN-BUILD CONTRACT - NESBITT CONTRACTING CO. - DYSART ROAD AND THE DYSART ROAD/I-10 INTERCHANGE IMPROVEMENTS PROJECT

City Council will consider a request to approve Amendment No. 5 to the Nesbitt Contracting Co., Inc. Design-Build Agreement for additional landscaping in the amount of \$50,000 that was not included in the original agreement, authorize the transfer of \$50,000 from line item 304-1122-00-8420 to line item 304-1010-00-8420 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 2785-1108 - AMENDMENT TO IGA WITH MARICOPA COUNTY FOR CHILDHOOD IMMUNIZATION

City Council will consider a resolution amending an Intergovernmental Agreement with Maricopa County for Childhood Immunizations. The Council will take appropriate action.

i. RESOLUTION 2787-1108 - IGA WITH THE FLOOD CONTROL DISTRICT FOR COST SHARING OF THE AGUA FRIA RIVER LEVEE SAFETY RAIL

City Council will consider a resolution approving an Intergovernmental Agreement with the Flood Control District to share the cost of the Agua Fria River Levee Safety Rail and authorize the Mayor or City Manager and City Clerk to execute the documents. The Council will take appropriate action.

j. ORDINANCE 1335-1108 - HILLCREST BLVD. EASEMENT

City Council will consider an ordinance granting an easement to the City along the proposed Hillcrest Boulevard at the crossing of the Palo Verde Nuclear Generating Station Pipeline property. The Council will take appropriate action.

k. MATERIALS PURCHASE CONTRACTS WITH MCCAIN, INC., SOUTHWEST TRAFFIC SYSTEMS, INC., AND PHOENIX HIGHWAY PRODUCTS

City Council will consider a request to award Materials Purchase Contracts to McCain, Inc. in the amount of \$41,576.83 to purchase traffic control cabinet assemblies, to Southwest Traffic Systems, Inc. in the amount of \$25,992 to purchase emergency vehicle preemption equipment, to Southwest Traffic Systems, Inc. in the amount of \$73,968.90 to purchase video detection systems, and to Phoenix Highway Products in the amount of \$14,328.09 to purchase actuated signal controller (ASC) equipment, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 PUBLIC HEARING FOR A CONDITIONAL USE PERMIT - STERLING PLAZA WEST, LLC (CU-08-4)

City Council will hold a public hearing and consider a request from Emanuel Scarpinato (owner), for a Conditional Use Permit for a child care facility in a property located directly north of the Sam Garcia Western Avenue Library in the OTAB Zoning District. The Council will take appropriate action.

5 NORTHWEST PUBLIC SAFETY FACILITY SELECTION OF COLOR OPTIONS

City Council will review two (2) potential architectural color options for the proposed Northwest Public Safety Facility and provide direction. For information, discussion and direction.

6 **RESOLUTION 2786-1108 - AUTHORIZING SUBMITTAL OF A REQUEST FOR \$2.4 MILLION IN NEIGHBORHOOD STABILIZATION FUNDS FOR FORECLOSURE MITIGATION**

City Council will consider a resolution approving the submittal of a request for \$2,466,039 in federal Neighborhood Stabilization Funds to alleviate the problem of home foreclosures and related vacancies and authorize the Mayor or City Manager and City Clerk to process the necessary documents. The Council will take appropriate action.

7 **DISCUSSION ITEMS**

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

a. **Possible YMCA Resolution**

8 **EXECUTIVE SESSION**

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding contract negotiations for the purchase of water resources.

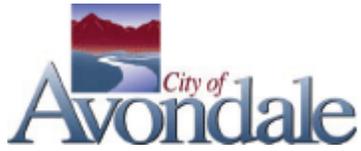
9 **ADJOURNMENT**

Respectfully submitted,



Carmen Martinez
City Clerk

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



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

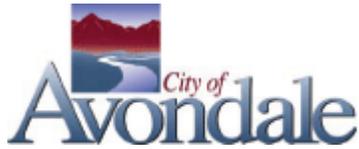
MEETING DATE:
November 17, 2008

TO: Mayor and Council
FROM: Carmen Martinez
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Rescheduling of Council Meeting

MEETING DATE:
November 17, 2008

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk - 623-333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting Council authorization to reschedule the regular meeting of December 15 to December 8, 2008.

DISCUSSION:

Article II Section 12 of the Avondale City Charter says that the Council shall meet regularly not less frequently than two (2) times a month. Regular meetings of the City Council are held on the first and third Monday of the month. In order to accommodate for holiday schedules, staff is recommending that the regularly scheduled for December 15th be held on Monday, December 8, 2008.

City Charter requires that any change in the regular meeting day, time or place be published in a paper of general circulation. In order to comply with this requirement and to notify the citizens of this meeting change, city staff will publish this change in the *West Valley View* on Tuesday, December 2 and Friday, December 5, 2008.

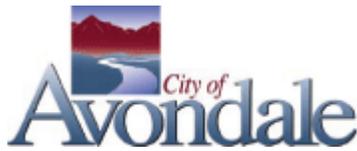
RECOMMENDATION:

Staff is recommending Council authorization to reschedule the Council Meeting of December 15 to December 8, 2008.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Special Event Liquor License – Raceway Elks –
New Year's Eve Fundraiser

MEETING DATE:

November 17, 2008

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1200
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request for a special event liquor license from Gary Bruce on behalf of the Raceway Elks #2852, for a fundraiser event to be held on December 31, 2008 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

DISCUSSION:

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

This event will be held on Wednesday, December 31, 2008 from 5:00 p.m. to 12:00 a.m., at the Masonic Temple.

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

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

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. Gary Bruce, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant – The Police Department has reviewed the security plan and has determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. This is the first year this event will be held and therefore there is no history to indicate whether there have been any problems
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last seven hours.
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 1,000.
13. Music will be provided by a disc jockey who will use his own sound amplification system

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

RECOMMENDATION:

Staff is recommending approval of the request for a special event liquor license from the Raceway Elks #2852 for a fundraiser event to be held on December 31, 2008 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona..

ATTACHMENTS:

Click to download

 [State Application](#)

 [Comments](#)

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for 0 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	Address	Percentage
RACEWAY ELKS	1015 N. 8th ST AVONDALE, AZ	100%

(Attach additional sheet if necessary)

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

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

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

Police Fencing
 Security personnel Barriers

THE BUILDING IS ENCLOSED WITH A CHAIN LINK FENCE WITH ENTRANCE & EXIT THROUGH A GATE. IT WILL BE MANNUED BY OFFICES OF ELKS

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

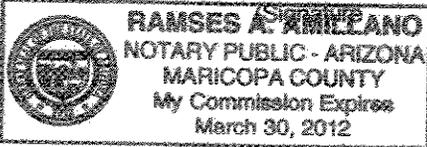
Name of Business () Phone Number

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

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

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

X Dennis Blue Trustee 10-23-08 (623) 9251742
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

23 October 2008
 Day Month Year

My Commission expires on: March 30, 2012
 (Date)

(Signature of NOTARY PUBLIC)

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

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

X Gary J. Bruce RAMSES A. AMILLANO State of Arizona County of Maricopa
 (Signature) (Notary Seal) (Notary Name) (Notary Title) (Notary Commission Expires) (Date) (Date) (Date)
 The foregoing instrument was acknowledged before me this

23 10 08
 Day Month Year

My commission expires on: March 30, 2012
 (Date)

(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

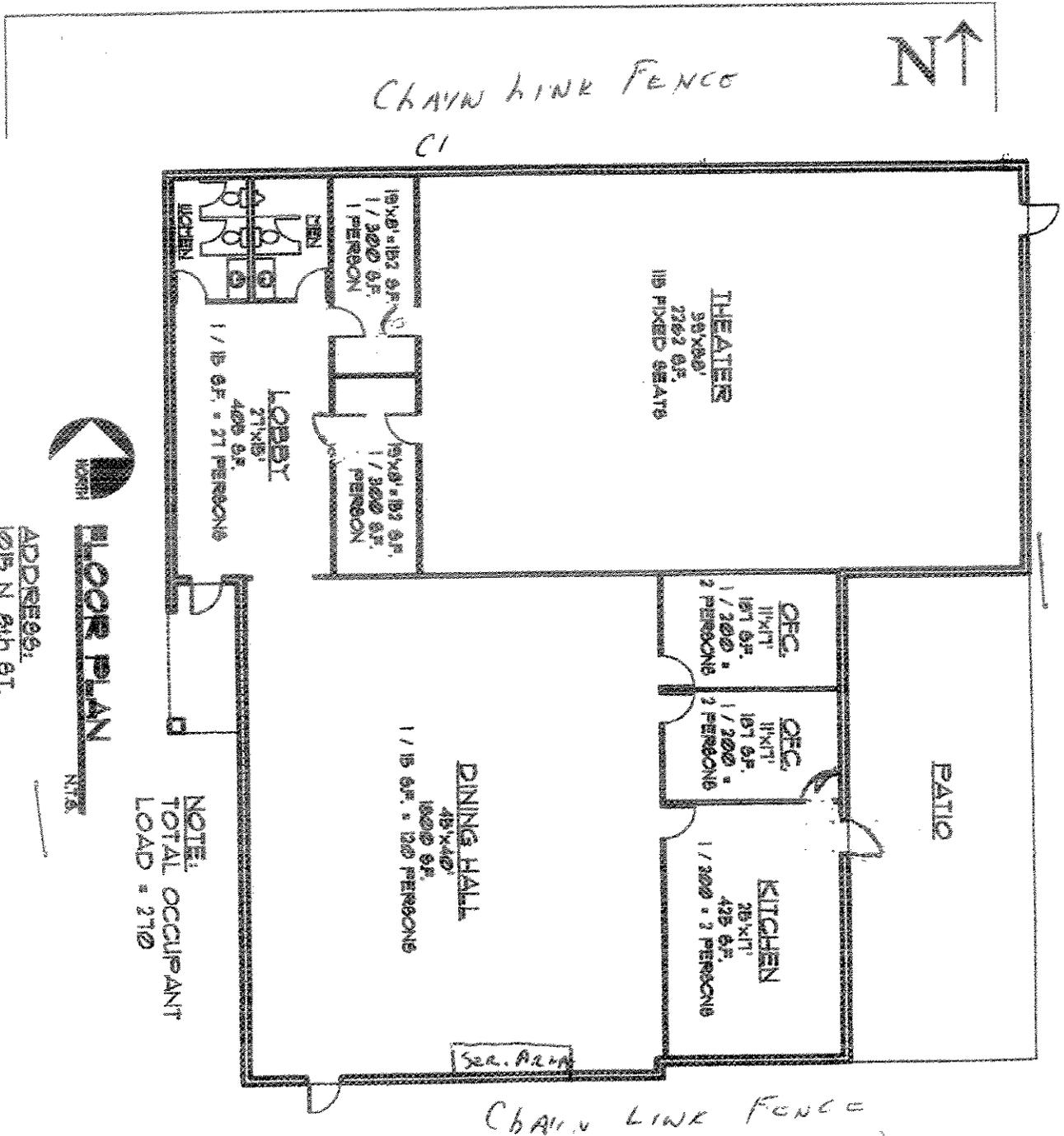
 (Employee) (Date)

APPROVED DISAPPROVED BY:

 (Title) (Date)

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

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

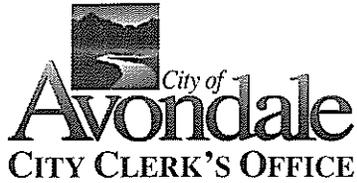


FLOOR PLAN
 ADDRESS:
 1015 N. 84th ST.
 AVONDALE, AZ 85323

NOTE:
 TOTAL OCCUPANT
 LOAD = 270

CHAIN LINK FENCE

CHAIN LINK FENCE



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: DINNER AND DANCE NEW YEARS EVE FUNDRAISER

DEPARTMENTAL COMMENTS:

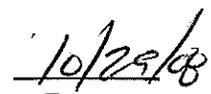
APPROVED

DENIED



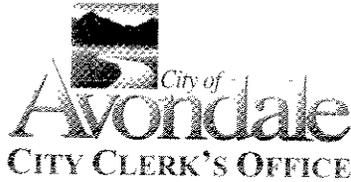
SIGNATURE


TITLE



DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 17, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 3, 2008**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: DINNER AND DANCE NEW YEARS EVE FUNDRAISER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jane G. Gons

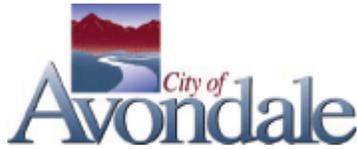
SIGNATURE
Asst. Fire Marshal

TITLE

11/12/08

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 17, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 3, 2008**



CITY COUNCIL REPORT

SUBJECT:

Special Event Liquor License – Raceway Elks –
Christmas Fundraiser

MEETING DATE:

November 17, 2008

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council consider a request for a special event liquor license from Gary Bruce on behalf of the Raceway Elks #2852, for a fundraiser event to be held on December 12, 2008 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

DISCUSSION:

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

This event will be held on Friday, December 12, 2008 from 5:00 p.m. to 11:00 p.m., at the Masonic Temple.

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

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

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. Gary Bruce, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant – The Police Department has reviewed the security plan and has determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. This is the first year this event will be held and therefore there is no history to indicate whether there have been any problems
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last six hours.
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 1,000.
13. Music will be provided by a disc jockey who will use his own sound amplification system

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

RECOMMENDATION:

Staff is recommending approval of the request for a special event liquor license from the Raceway Elks #2852 for a fundraiser event to be held on December 12, 2008 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona..

ATTACHMENTS:

Click to download

 [State Application](#)

 [Comments](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.**

**Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

DLIC USE ONLY
LICENSE #

1. Name of Organization: RACWAY ELKS #2852

2. Non-Profit/I.R.S. Tax Exempt Number: 80-01329241

3. The organization is a: (check one box only)
- Charitable
 - Fraternal (must have regular membership and in existence for over 5 years)
 - Civic
 - Political Party, Ballot Measure, or Campaign Committee
 - Religious

4. What is the purpose of this event? CHRISTMAS DINNER/DANCE CHARITABLE FUNDRAISER

5. Location of the event: 1015 W 8th ST AVONDALE MARICOPA 85392

Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: BRUCE GARY J

Last First Middle Date of Birth

7. Applicant's Mailing Address: 11882 W. WASHINGTON AVONDALE AZ. 85323

Street City State Zip

8. Phone Numbers: () (623) 547 2852 (623) 533 3235

Site Owner # Applicant's Business # Applicant's Home #

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

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>12-12-08</u>	<u>FRIDAY</u>	<u>5:00pm</u>	<u>11:00 pm</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

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

11. This organization has been issued a special event license for 0 days this year, including this event
(not to exceed 10 days per year).

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

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name RACEWAY ELKS # 2852 100%
Percentage

Address 1015 N. 8th ST AVONDALE, AZ

Name _____ Percentage _____
Address _____
(Attach additional sheet if necessary)

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

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

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

_____ # Police Fencing
_____ # Security personnel Barriers

THE OFFICERS OF ELKS WILL CHECK MEMBERSHIP CARDS
AT BOTH THE GATE + DOOR SINCE ONLY MEMBERS
WILL ATTEND

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

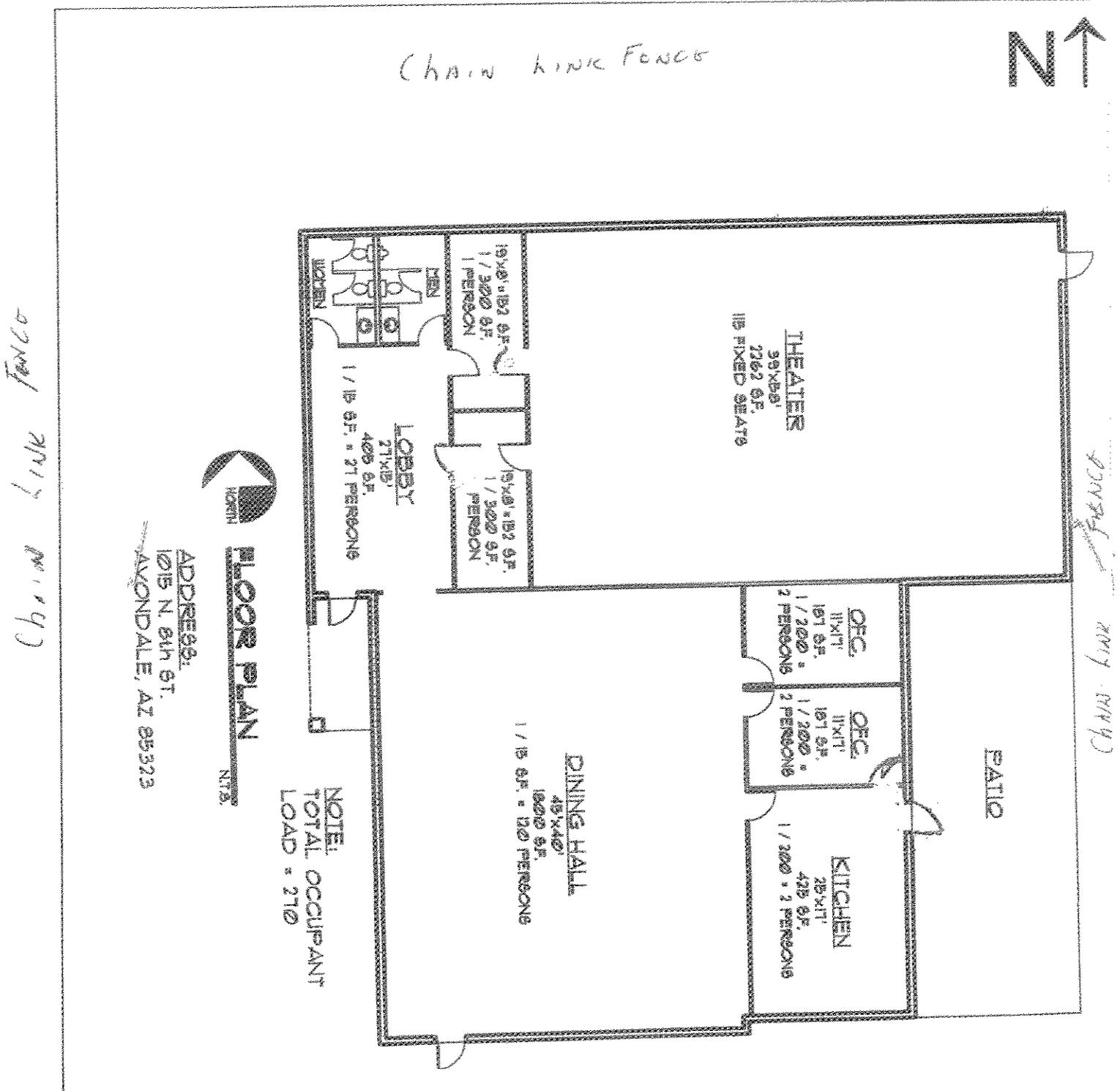
(ATTACH COPY OF AGREEMENT)

_____ () _____
Name of Business Phone Number

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

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

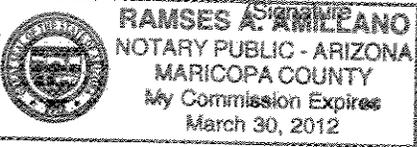
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
 NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

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

X Ramdes A. Amillano Trustee 10-23-08 (623) 9251745
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa

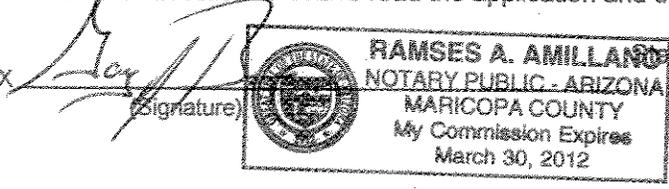
The foregoing instrument was acknowledged before me this 23 Day October Month 2008 Year

My Commission expires on: March 30, 2012
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

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

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



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 28 Day 10 Month 08 Year

My commission expires on: March 30, 2012
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

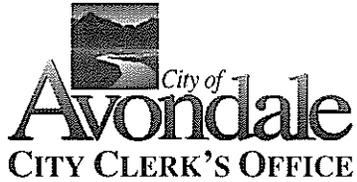
FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____

(Title) (Date)



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: DINNER AND DANCE CHRISTMAS FUNDRAISER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



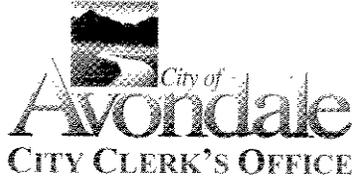
SIGNATURE
Police Chief

TITLE

10/29/08

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 17, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 3, 2008



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: DINNER AND DANCE CHRISTMAS FUNDRAISER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Joe Y. Hong

SIGNATURE

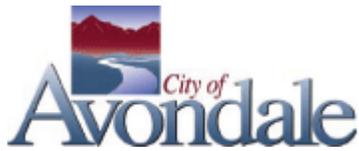
Asst. Fire Marshal

TITLE

11/12/08

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 17, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 3, 2008



CITY COUNCIL REPORT

SUBJECT:

Contract Award - Southwest Slurry Seal, Inc. for Preventative Street Maintenance Project

MEETING DATE:

November 17, 2008

TO: Mayor and Council

FROM: Janet Stewart, Field Operations Director (623)333-4747

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a construction contract for the street sealing maintenance project with Southwest Slurry Seal, Inc., in the amount of \$773,277.41 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

A regularly scheduled program of street pavement maintenance is necessary to extend the life of our City streets and to protect the significant investment made by the citizens of Avondale. The type of maintenance provided for in this contract, if implemented on a prescribed basis of every five (5) to seven (7) years for micro seal and slurry seal or every two (2) to three (3) years for fog sealing, can help assure the streets are fully serviceable throughout their design life of 20 years. The life of a street can be extended beyond twenty (20) years by using these methods combined with more extensive maintenance such as overlays.

DISCUSSION:

Staff recommends that the City enter into a contract to provide preventative maintenance on several City streets. (See attached maps) Field Operations staff selected certain major/arterial roads, as well as, some minor/collector streets for micro sealing, slurry sealing, fog sealing and restriping work. Treatment method selection was based on visual condition evaluations, street classifications and established accepted City standards.

The project was advertised in the West Valley View on September 30 and October 3, 2008, and in the Arizona Business Gazette on October 2, 2008.

Two bids were received on October 23, 2008. The bid packages were reviewed for compliance with the submittal requirements. Southwest Slurry Seal, Inc., submitted the low bid of \$773,277.41 and was determined to have submitted a responsive, responsible and qualified bid.

Staff has previous work experience with Southwest Slurry Seal, Inc. on a similar project and found the contractor to be competent, knowledgeable, and able to perform quality work.

The Field Operations Department anticipates issuing a "Notice To Proceed" immediately following Council's approval to award the contract and receipt of required bonding, insurance, and other contractually required documents.

BUDGETARY IMPACT:

Funds for this project were approved by the City Council in the fiscal year 2008-2009 budget.

RECOMMENDATION:

Staff recommends that the City Council approve a construction contract with Southwest Slurry Seal, Inc. for miscellaneous pavement maintenance work in the amount of \$773,277.41 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Bid Receipt Log](#)

 [Project Maps](#)



BID/PROPOSAL RECEIPT LOG

West Valley View: 09/30/08 & 10/03/08

Arizona Business Gazette: 10/02/08

Buy Hub: 09/30/08

SOLICITATION NUMBER: ST1020 (FO 09-027)

SOLICITATION NAME: 2008-2009 Microseal, Fog and Slurry Seal Program

OPENING DATE: October 23, 2008 TIME: 3:00 p.m. LOCATION: OCOTILLO

DEPARTMENT: City Court CONTACT NAME: Raul Duran

COMPANY NAME	DATE/TIME REC'D	BY (City Clerk)	TOTAL AMOUNT	REQUIRED ATTACHMENTS Y/N
1. <i>Intermaintain Slurry</i>	<i>12:15. mg</i>	<i>mg</i>	<i>814,441.47</i>	<i>Yes</i> →
2. <i>Southwest Slurry Seal, Inc.</i>	<i>10/23/08 2:23 pm</i>	<i>Rf</i>	<i>773,277.41</i>	<i>Yes</i> →
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				

Raul B. Duran

 PROCUREMENT OFFICER

[Signature]

 REC'D BY DEPARTMENT REP

COUNCIL DATE: 17 Nov 08

RETURNED BID: _____

BID COMPLETED AND FILED: _____



Legend:

Seal Type

-  Fog Seal
-  Type II Slurry
-  TYPE III MICRO CHIP SEAL

CALL YOUR WORKING DAYS
BEFORE YOU GO
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

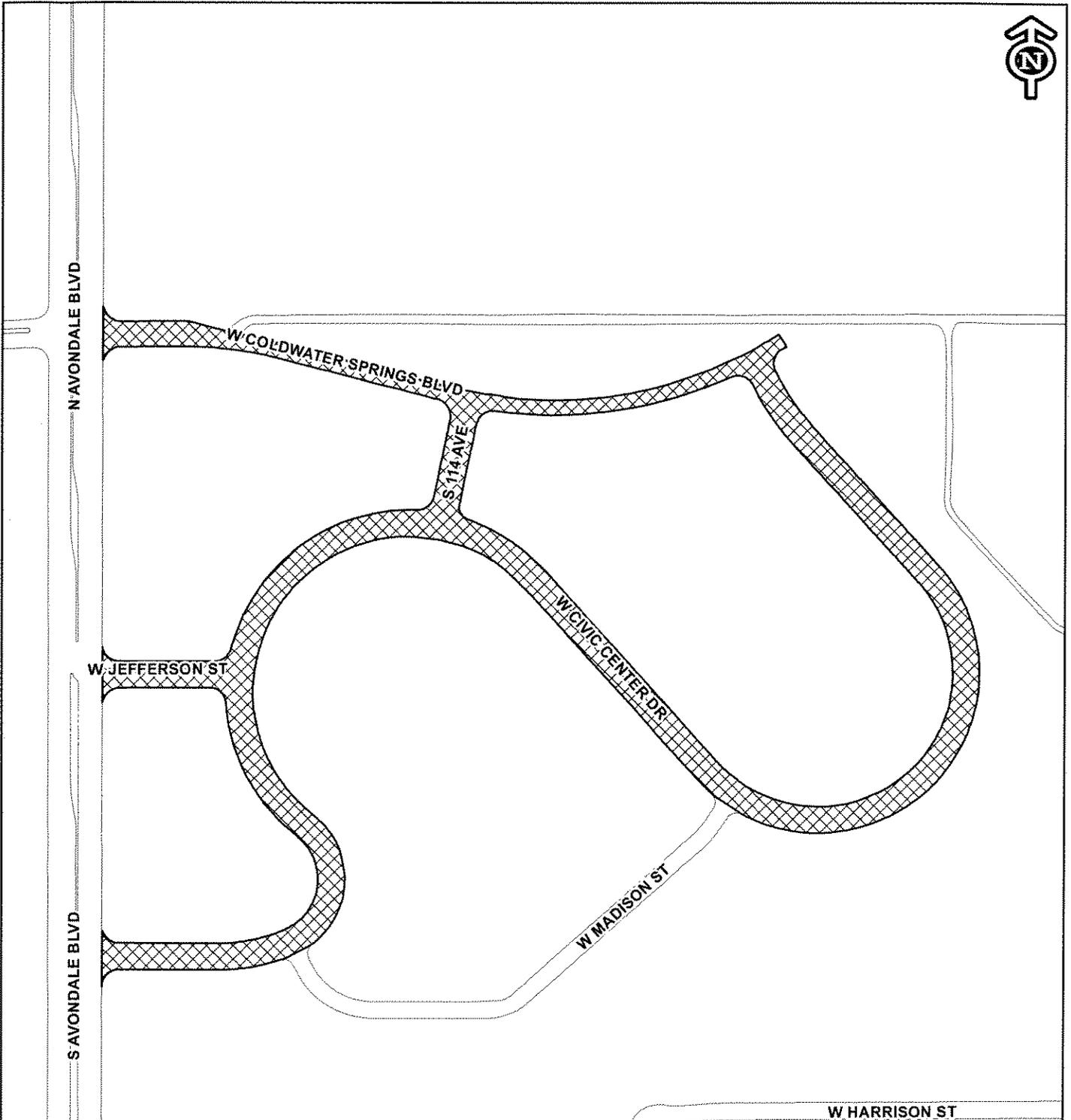
Page 2 of 16

2008 Miscellaneous Sealing
PROJECT No.: ST-1020
Street Location Maps

△			
△			
△			
No.	Date	Description	
REVISIONS			

Designed	
Drawn	
Checked	


Avondale
FIELD OPERATIONS
399 E. LOWER BUCKEYE RD.
AVONDALE, AZ 85323



Legend:

Seal Type

-  Fog Seal
-  Type II Slurry
-  TYPE III MICRO CHIP SEAL

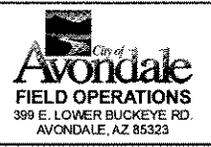


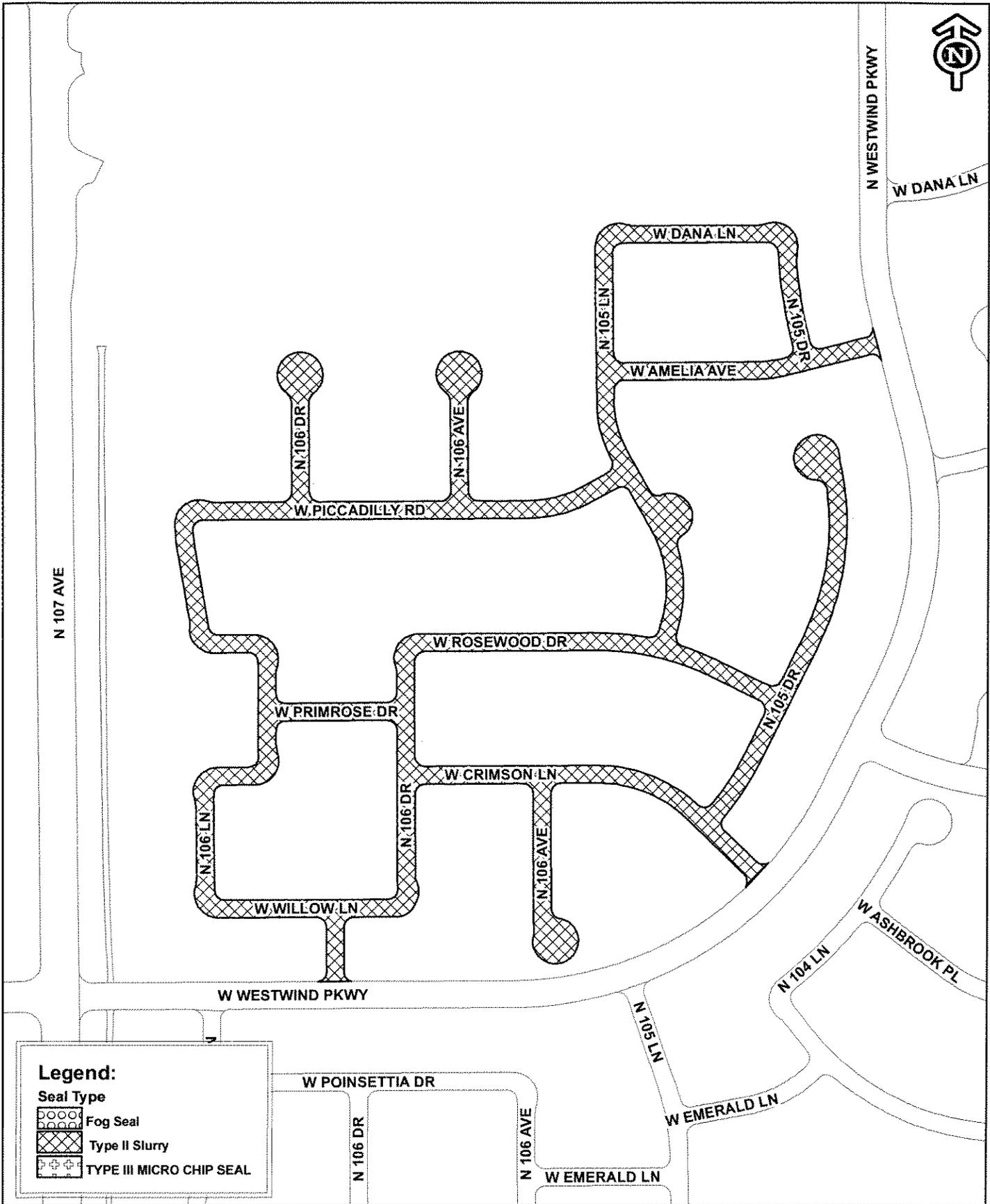
2008 Miscellaneous Sealing
 PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description

Designed
 Drawn
 Checked

REVISIONS





Legend:

Seal Type

-  Fog Seal
-  Type II Slurry
-  TYPE III MICRO CHIP SEAL

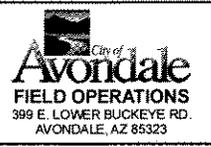


2008 Miscellaneous Sealing
 PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description

REVISIONS

	Designed
	Drawn
	Checked





W INDIAN SCHOOL RD

N WESTWIND PKWY

N 105 DR

W AMELIA AVE

05 DR

W DANA LN

N 103 DR

N 104 AVE

W AMELIA AVE

W PICCADILLY RD

N 103 DR

W ROSEWOOD DR

W PRIMROSE LN

N 103 LN

W CLARENDON AVE

N 104 LN

Legend:

Seal Type

-  Fog Seal
-  Type II Slurry
-  TYPE III MICRO CHIP SEAL

CALL THE WORKING DAYS BEFORE YOU DIG
800-283-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

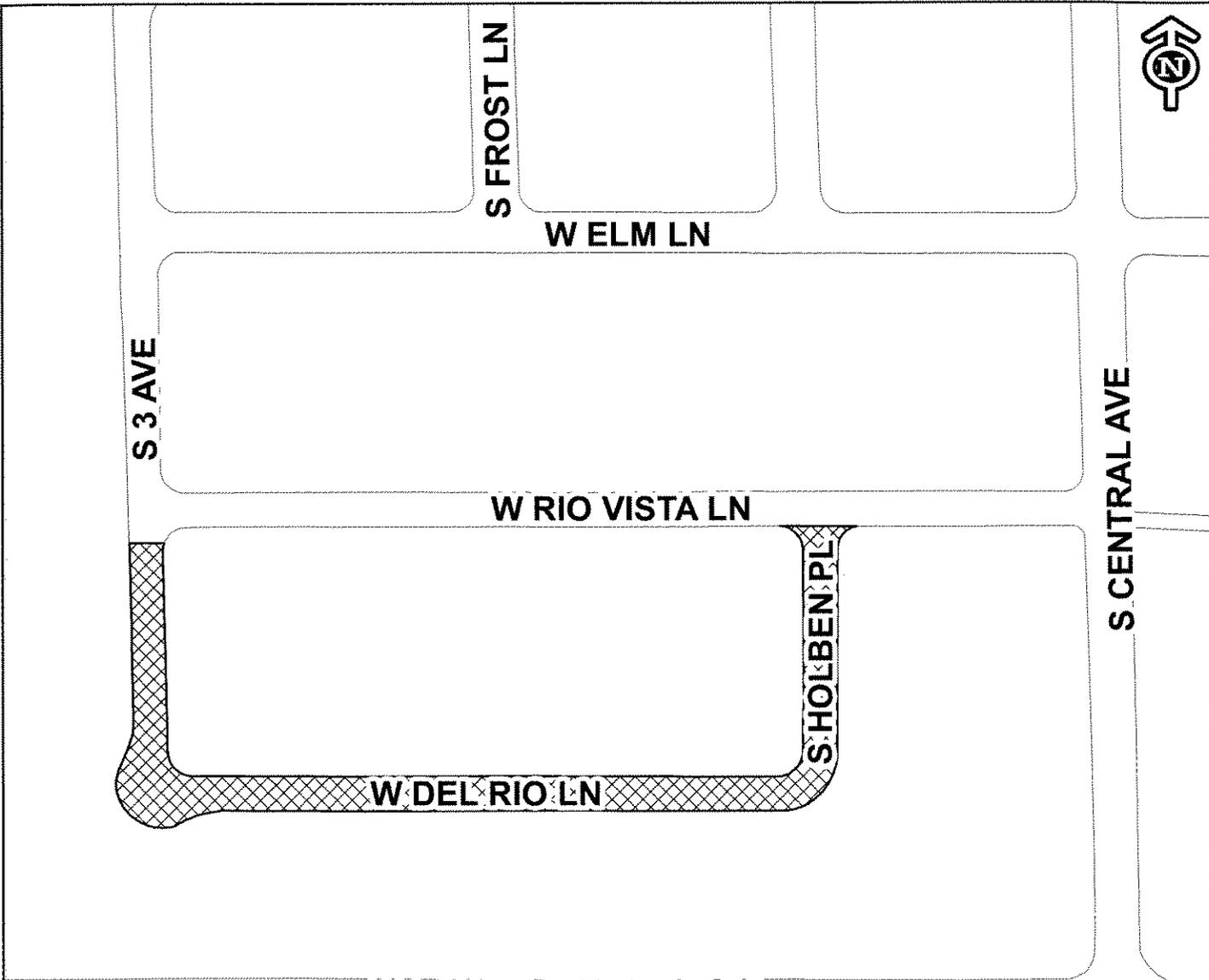
2008 Miscellaneous Sealing
 PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description

REVISIONS

	Designed
	Drawn
	Checked


Avondale
 FIELD OPERATIONS
 399 E. LOWER BUCKEYE RD.
 AVONDALE, AZ 85323



Legend:

Seal Type

-  Fog Seal
-  Type II Slurry
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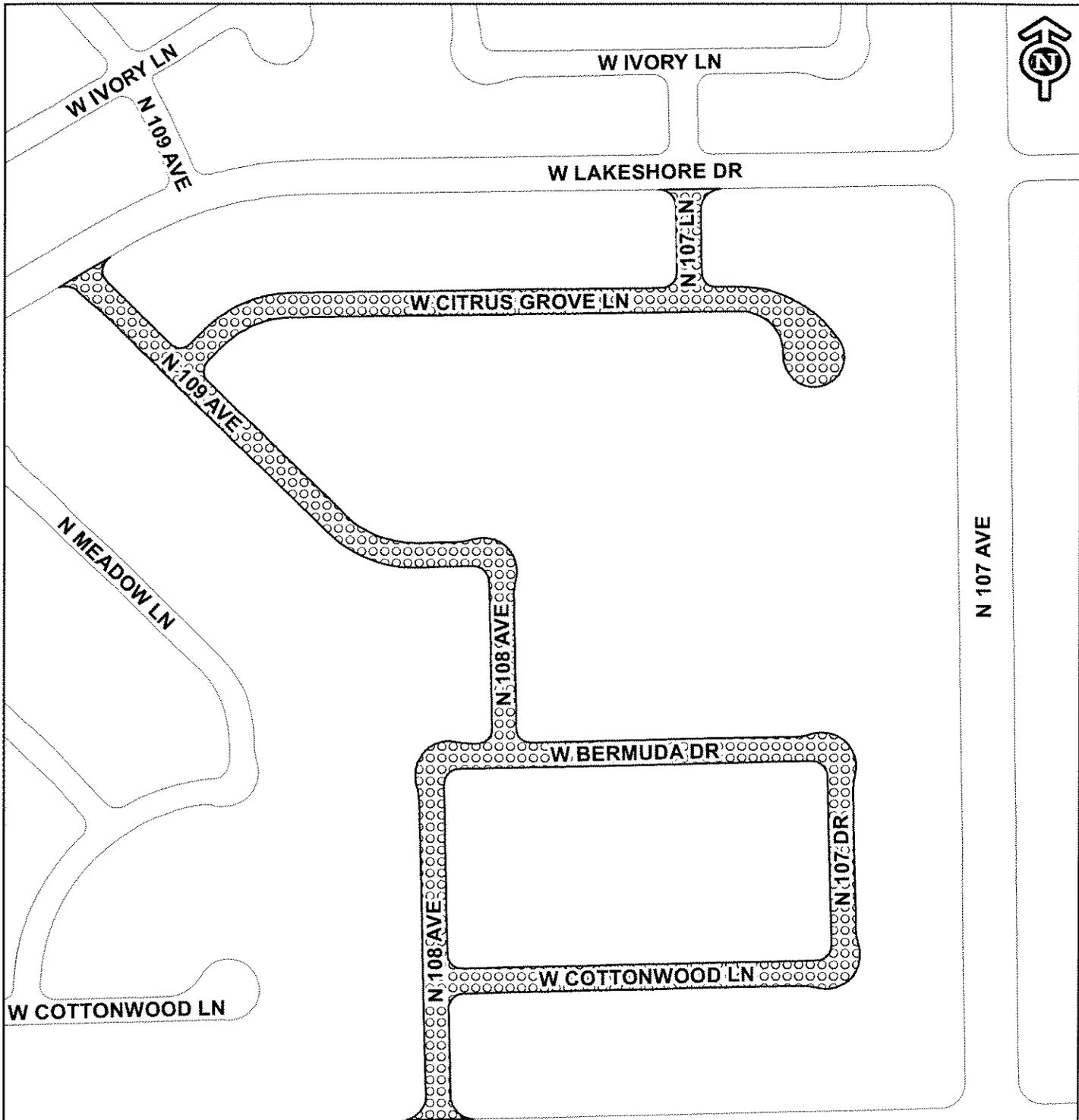
2008 Miscellaneous Sealing
PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description

REVISIONS

	Designed
	Drawn
	Checked





Legend:

Seal Type

-  Fog Seal
-  Type II Slurry
-  TYPE III MICRO CHIP SEAL

CALL 248 HOURS A DAY
BEFORE YOU GO
802-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

Page 7 of 16

2008 Miscellaneous Sealing
PROJECT No.: ST-1020
Street Location Maps

No.	Date	Description

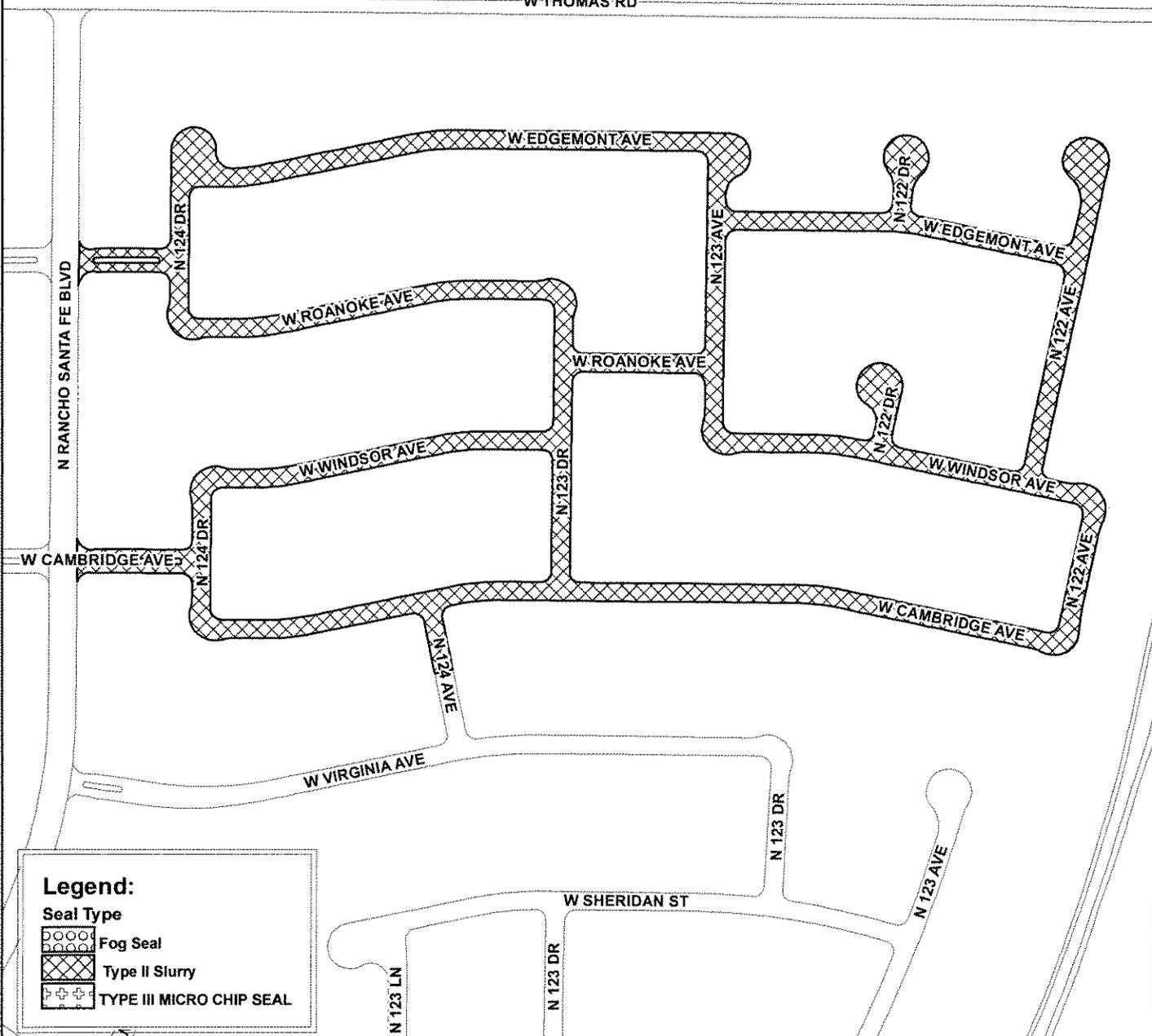
REVISIONS

	Designed
	Drawn
	Checked


Avondale
FIELD OPERATIONS
399 E. LOWER BUCKEYE RD.
AVONDALE, AZ 85323



W THOMAS RD



Legend:

Seal Type

-  Fog Seal
-  Type II Slurry
-  TYPE III MICRO CHIP SEAL

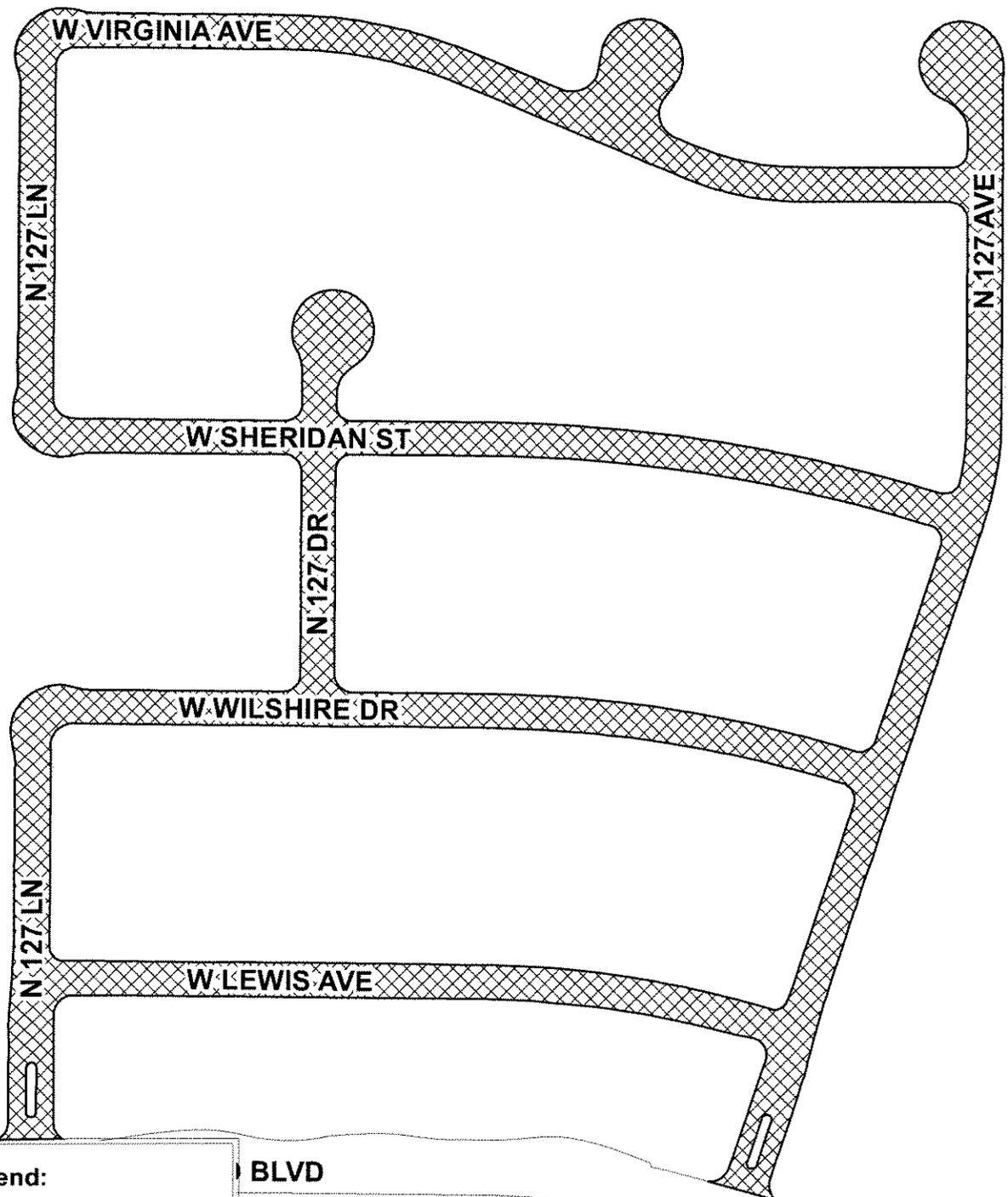


2008 Miscellaneous Sealing
PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description
REVISIONS		

	Designed
	Drawn
	Checked





Legend:

Seal Type

-  Fog Seal
-  Type II Slurry
-  TYPE III MICRO CHIP SEAL



2008 Miscellaneous Sealing
 PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description

REVISIONS

	Designed
	Drawn
	Checked





N 106 LN

W WINDSOR AVE

N 107 AVE

W VIRGINIA AVE

W CAMBRIDGE AVE

N 105 DR

N 105 AVE

N 105 LN

W VIRGINIA AVE

N 106 AVE

W WILSHIRE DR

Legend:

Seal Type



Fog Seal



Type II Slurry



TYPE III MICRO CHIP SEAL

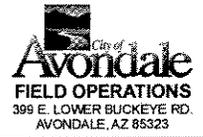


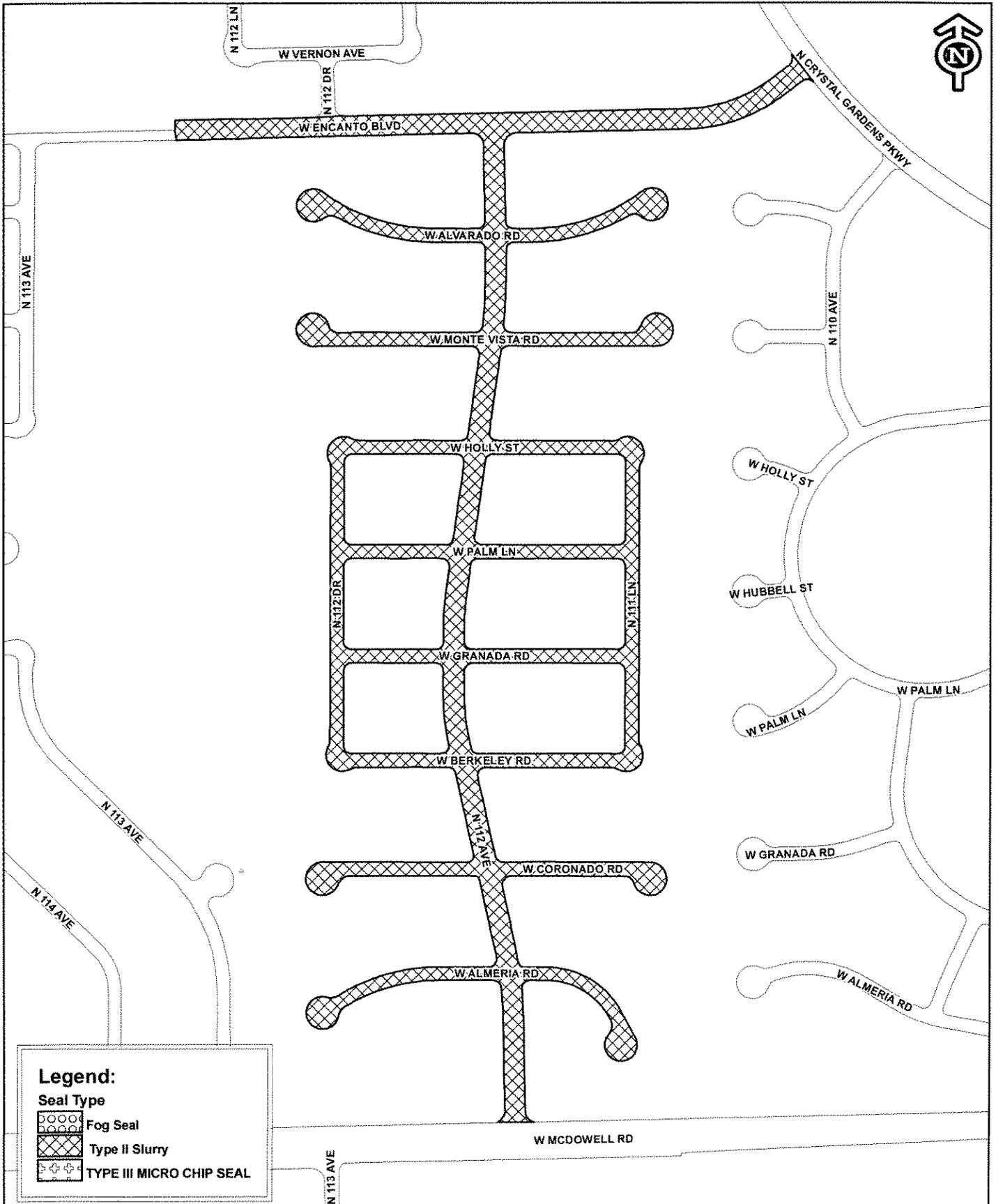
2008 Miscellaneous Sealing
PROJECT No.: ST-1020
Street Location Maps

No.	Date	Description

Designed
Drawn
Checked

REVISIONS





Legend:

Seal Type

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-  Type II Slurry
-  TYPE III MICRO CHIP SEAL

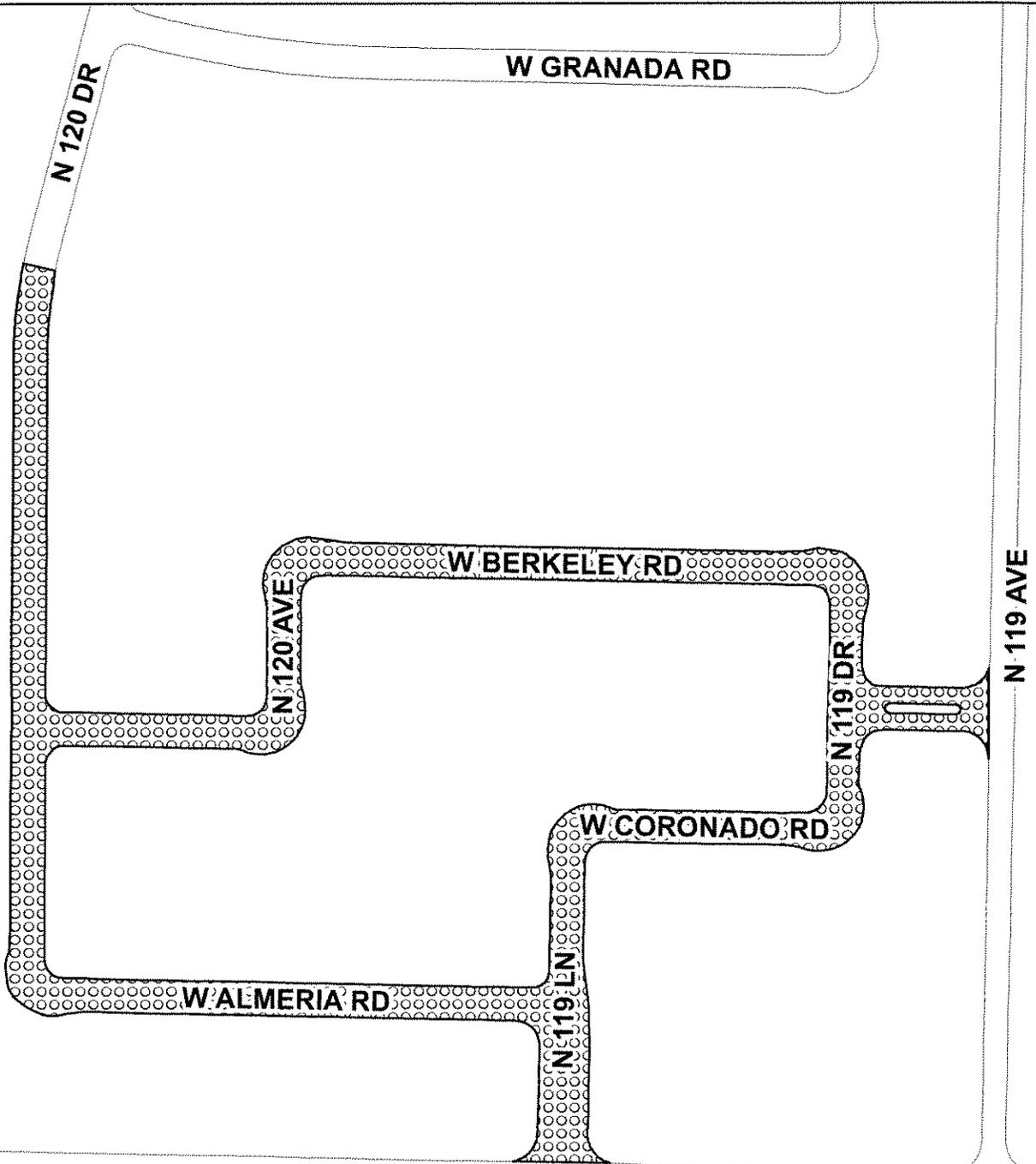
CALL TWO HOURS BEFORE YOU GO
802-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

2008 Miscellaneous Sealing
PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description	Checked
REVISIONS			

Designed
 Drawn
 Checked


Avondale
 FIELD OPERATIONS
 399 E. LOWER BUCKEYE RD.
 AVONDALE, AZ 85323



W MCDOWELL RD

Legend:

Seal Type

-  Fog Seal
-  Type II Slurry
-  TYPE III MICRO CHIP SEAL

CALL FOR WORKING DAYS BEFORE YOU DIG
800-283-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

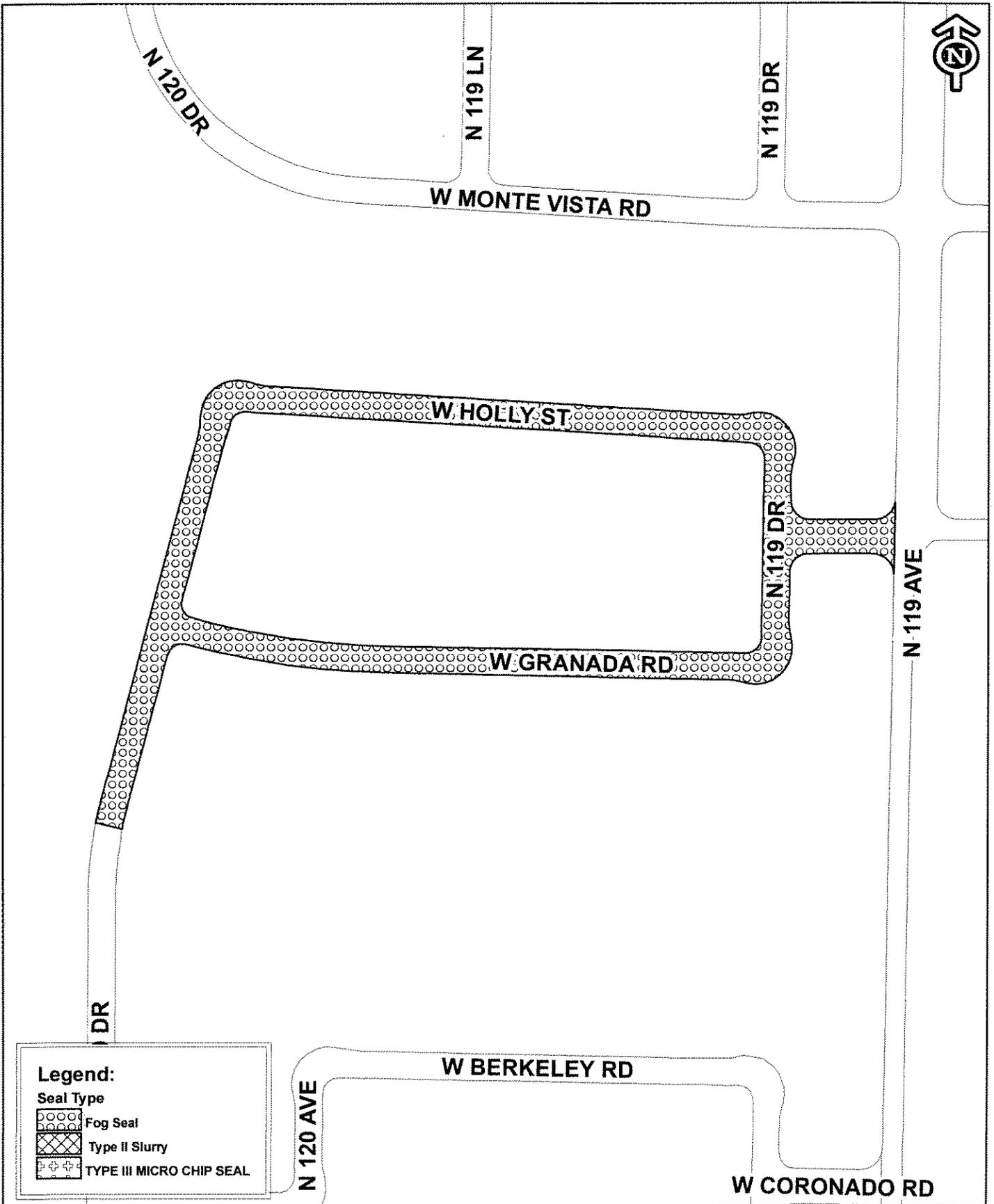
2008 Miscellaneous Sealing
PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description

REVISIONS

	Designed
	Drawn
	Checked

City of Avondale
FIELD OPERATIONS
 399 E. LOWER BUCKEYE RD.
 AVONDALE, AZ 85323



Legend:

Seal Type

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-  Type II Slurry
-  TYPE III MICRO CHIP SEAL

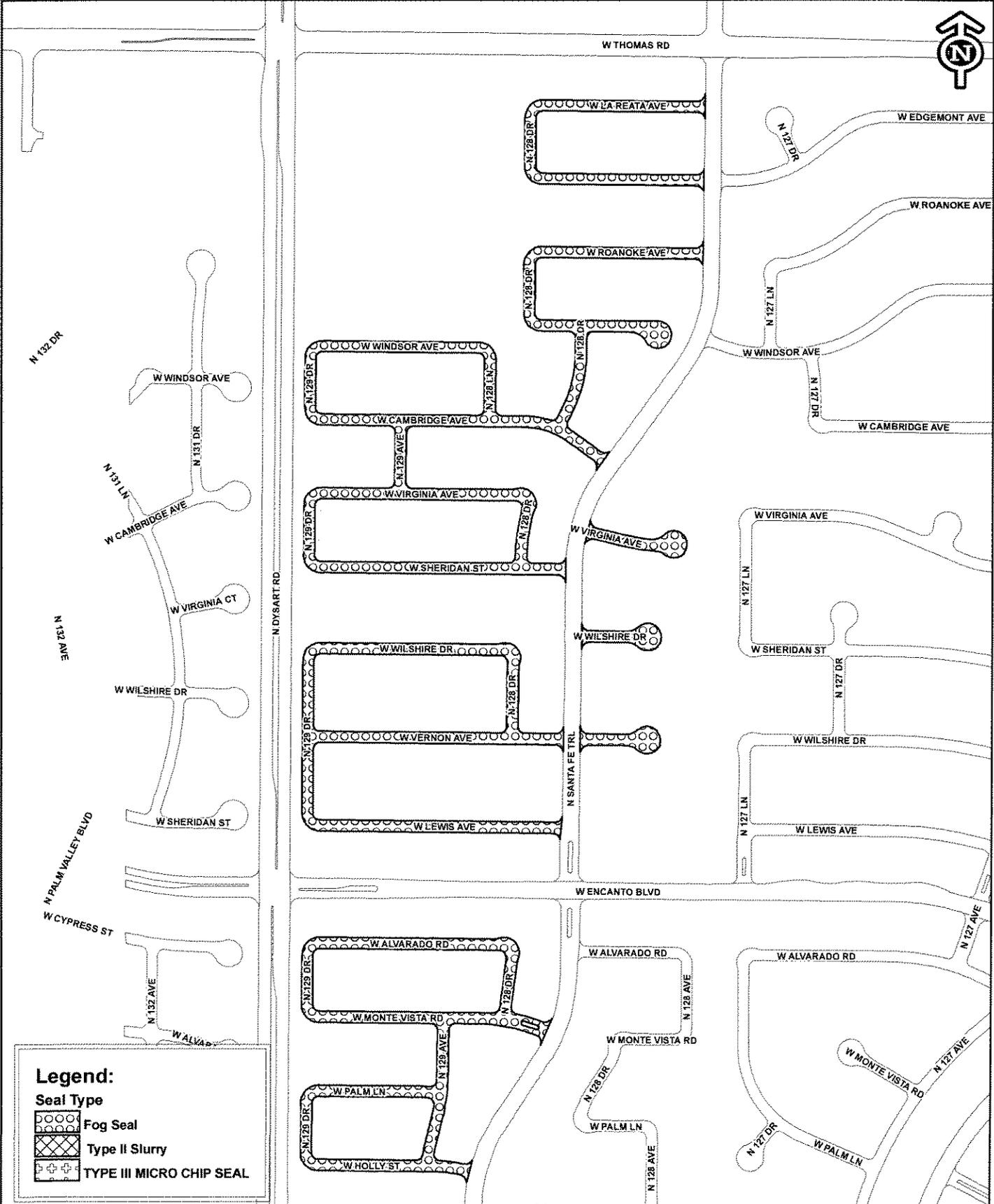
CALL YOUR FAVORITE DATA SERVICE TODAY
888-283-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

2008 Miscellaneous Sealing
PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description	Checked
REVISIONS			

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	Drawn
	Checked


Avondale
 FIELD OPERATIONS
 399 E. LOWER BUCKEYE RD.
 AVONDALE, AZ 85323



Legend:

Seal Type

- Fog Seal
- Type II Slurry
- TYPE III MICRO CHIP SEAL

CALL YOUR NEAREST DEPT.
BEFORE YOU GO
802-283-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

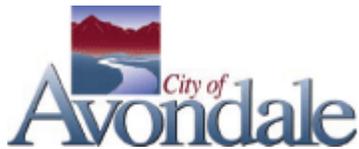
Page 16 of 16

2008 Miscellaneous Sealing
PROJECT No.: ST-1020
 Street Location Maps

No.	Date	Description	Checked
REVISIONS			

Designed
 Drawn
 Checked


Avondale
 FIELD OPERATIONS
 399 E. LOWER BUCKEYE RD.
 AVONDALE, AZ 85323



CITY COUNCIL REPORT

SUBJECT:

Resolution 2784-1108 - Amendment No. 1 to an IGA with ADOT - Dysart Road and the Dysart Road/I-10 Interchange Improvements Project

MEETING DATE:

November 17, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving Amendment No. 1 to a Joint Project Agreement/Intergovernmental Agreement (JPA/IGA) between the City of Avondale (City) and the State of Arizona acting by and through the Arizona Department of Transportation (State) for additional landscaping at the I-10 and Dysart Road interchange that was not included in the original agreement, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On January 3, 2005, Council adopted Resolution 2465-04 authorizing a JPA/IGA with ADOT in the amount of \$750,000.00 to provide improvements to the I-10 and Dysart Road interchange. The project consisted of constructing a new water main in Dysart Road under the freeway overpass, widening Dysart under the I-10 Freeway to include three lanes in each direction, constructing improvements to adjacent interchange ramps including adding an additional right turn lane to the westbound off-ramp, replacing existing traffic signals at the interchange and widening Dysart Road between I-10 and Van Buren to include a third southbound lane.

The Phoenix Maintenance District Office of ADOT agreed to enter into a JPA/IGA with the City of Avondale to help fund improvements to the interchange. The JPA/IGA specified each agency's participation and responsibilities relating to this project.

In January 2007, the City's contractor completed the required work in accordance with their approved contract, however, the contractor performed additional landscaping work requested by ADOT without prior approval from the City.

DISCUSSION:

Several discussions between staff from the City and State regarding the additional landscaping work occurred. An agreement was reached whereby the City and State (ADOT) would equally share the payment of the outstanding claim. The purpose of Amendment No. 1 to the JPA/IGA is to include the State's participation in the lump sum amount of \$25,000 for the additional landscaping completed along Dysart Road and the Dysart Road/I-10 Interchange Improvements Project.

The JPA/IGA proposes the following terms of agreement:

The State, by acting through ADOT, shall:

- Upon execution of this Amendment and upon receipt of an invoice from the City, remit \$25,000

for its participation of additional landscaping that was not included in the original agreement.

The City shall:

- Upon execution of this Amendment, invoice the State for the lump sum amount of \$25,000 for additional landscaping that was not included in the original agreement.

BUDGETARY IMPACT:

Funding in the amount of \$50,000 will be available in Street Fund Line Item 304-1010-00-8420, Dysart I-10 Underpass Improvements through a budget transfer approved in tonight's meeting by City Council for Amendment No. 5 to the Nesbitt Contracting Co., Inc. Design-Build Agreement. Upon execution of this Amendment and receipt of an invoice from the City, the State will reimburse the City \$25,000.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution approving Amendment No. 1 to a Joint Project Agreement/Intergovernmental Agreement (JPA/IGA) between the City of Avondale (City) and the State of Arizona acting by and through the Arizona Department of Transportation (State) for additional landscaping at the I-10 and Dysart Road interchange that was not included in the original agreement, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

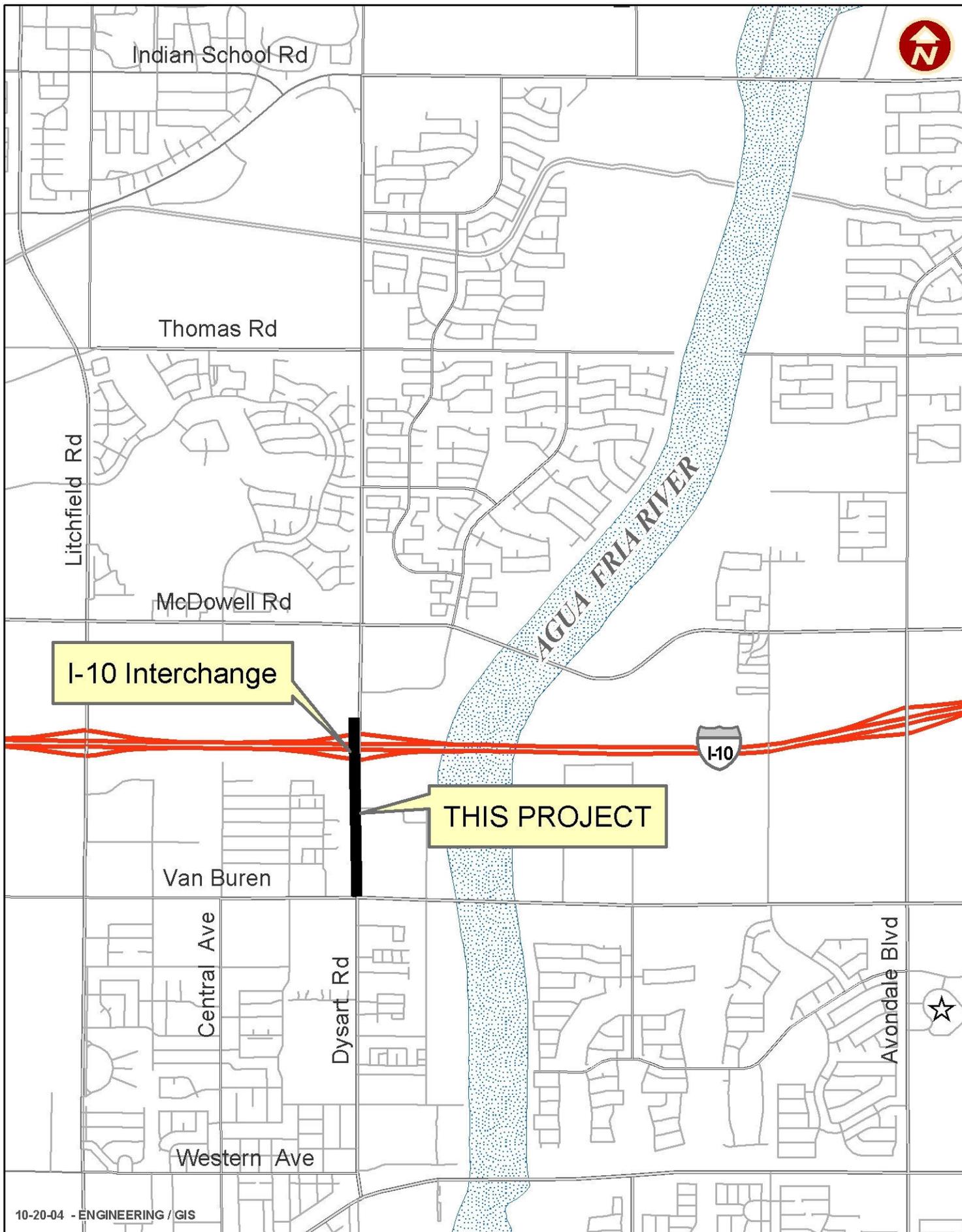
ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [Resolution 2784-1108](#)

VICINITY MAP



10-20-04 - ENGINEERING / GIS

**Dysart Road
I-10 to Van Buren Improvements**

RESOLUTION NO. 2784-1108

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION RELATING TO THE DYSART ROAD TRAFFIC INTERCHANGE.

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

SECTION 1. That the First Amendment to the Intergovernmental Agreement with State of Arizona relating to landscaping improvements with respect to the Dysart Road traffic interchange project (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 take all steps necessary 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, November 17, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2784-1108

[Amendment]

See following pages.

ADOT File No.: IGA/ JPA 04-082I
AG Contract No.: KR04-1059TRN
Amendment No. One
Project No.: I 010-B-508
Project: I-10
Section: Dysart Road T.I.
TRACS No.: H6510 01C
Budget Source Item No.: 73309
(District Minor)

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into this date PLEASE DO NOT ENTER, 2008, Amendment No. One to JPA No. 04-082, A.G. Contract No.: KR04-1059TRN, filed with the Secretary of State under No. 27340, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

The Purpose of this Amendment is to include the State's participation in the lump sum amount of \$25,000.00 for additional landscaping for the Project that was not include in the original agreement, attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

II. SCOPE OF WORK

Article II, Paragraph m. is added as follows:

1. The State will:

m. Upon execution of this Amendment and upon receipt of an invoice from the City, remit \$25,000.00 for its participation of additional landscaping that was not included in the original agreement.

Article II, Paragraph q. is added as follows:

2. The City will:

q. Upon execution of this Amendment, invoice the State for the lump sum amount of \$25,000.00 for additional landscaping that was not included in the original agreement.

ALL NOTICES OR DEMANDS upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Avondale
Attn: City Manager
11465 West Civic Center Drive, Ste 120
Avondale, Arizona 85323

PURSUANT TO ARIZONA REVISED STATUTES § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By _____
MARIE LOPEZ ROGERS
Mayor

By _____
FLOYD P. ROEHRICH, JR., P.E.
State Engineer

ATTEST:

By _____
CARMEN MARTINEZ
Clerk

JPA 04-082I
AMENDMENT NO.ONE

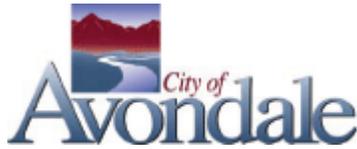
ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2008.

City Attorney



CITY COUNCIL REPORT

SUBJECT:

Amendment No. 5 - Design-Build Contract - Nesbitt Contracting Co. - Dysart Road and the Dysart Road/I-10 Interchange Improvements Project

MEETING DATE:

November 17, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 5 to the Nesbitt Contracting Co., Inc. Design-Build Agreement for additional landscaping in the amount of \$50,000 that was not included in the original agreement, authorize the transfer of \$50,000 from line item 304-1122-00-8420 to line item 304-1010-00-8420 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On November 1, 2004, City Council awarded a Design-Build contract to Nesbitt Contracting Co., Inc. That contract authorized preconstruction services including the design of the following planned improvements to Dysart Road and the I-10 Interchange:

- Installation of a new 16-inch water main in Dysart Road under the freeway overpass
- Widen Dysart Road under the I-10 Freeway to include three lanes in each direction
- Construct improvements to adjacent interchange ramps including adding an additional right turn lane to the westbound off-ramp
- Replace existing traffic signals at the interchange
- Reconstruct and add a third lane to the west half of Dysart Road south of I-10 to Van Buren

The project was designed and constructed in three phases: 1) Water main; 2) Dysart Road from I-10 to Van Buren; and 3) Dysart I-10 interchange. Each phase required Council to approve an amendment to the Guaranteed Maximum Price (GMP) as plans were completed and the price negotiated. The following amendments were approved by Council:

- Amendment No. 1 on January 3, 2005, Phase 1 Water Main Improvements
- Amendment No. 2 on March 21, 2005, Phase 2 Dysart Road Improvements
- Amendment No. 3 on July 5, 2005, Phase 3 Interchange Improvements
- Amendment No. 4 on January 2, 2007, Completion of the Reconstruction and Widening Project

Prior to project completion and at the request of Arizona Department of Transportation (ADOT), additional landscaping work was completed by Nesbitt Contracting Co., Inc. without prior approval from the City.

DISCUSSION:

Several discussions occurred between City and ADOT staff regarding the additional landscaping work. An agreement was recently reached whereby the City and State (ADOT) would equally share

the payment of the outstanding claim submitted by Nesbitt Contracting Co., Inc. The total amount of the Amendment is \$50,000. ADOT will reimburse the City of Avondale in the amount of \$25,000 upon invoicing.

The additional Scope of Services for Amendment No. 5 to the Nesbitt Contracting Co., Inc. Design-Build Agreement includes the additional landscape that was not included in the original agreement.

BUDGETARY IMPACT:

Funding in the amount of \$50,000 will need to be transferred from Street Fund Line Item 304-1122-00-8420, Dysart – Main to Riley Improvements to Street Fund Line Item 304-1010-00-8420, Dysart I-10 Underpass.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 5 to the Nesbitt Contracting Co., Inc. Design-Build Agreement for additional landscaping in the amount of \$50,000 that was not included in the original agreement, authorize the transfer of \$50,000 from line item 304-1122-00-8420 to line item 304-1010-00-8420, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

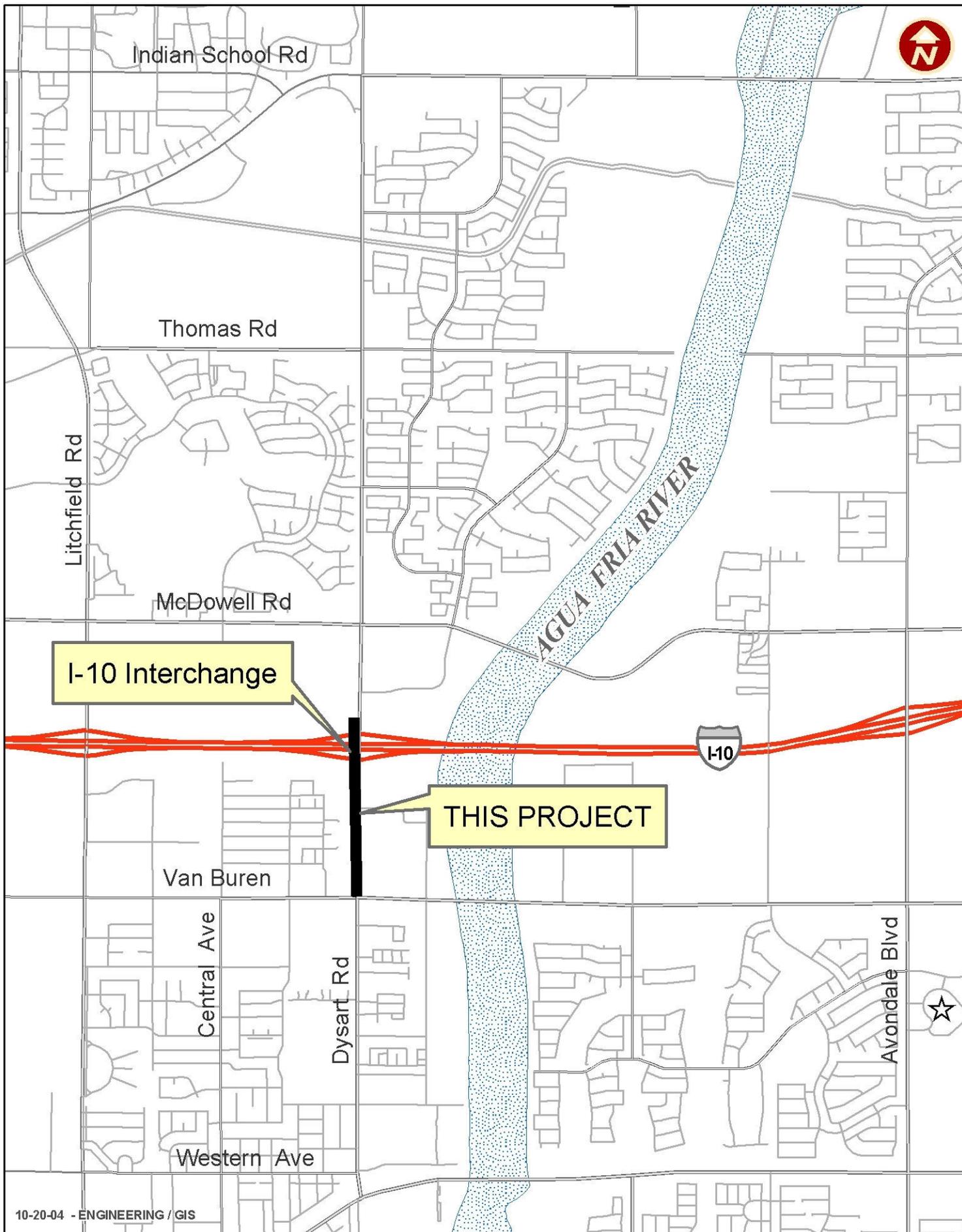
ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [Amendment No. 5](#)

VICINITY MAP



10-20-04 - ENGINEERING / GIS

**Dysart Road
I-10 to Van Buren Improvements**

**FIFTH AMENDMENT
TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NESBITT CONTRACTING CO., INC.**

THIS FIFTH AMENDMENT TO DESIGN-BUILD AGREEMENT (this “Fifth Amendment”) is made as of November 17, 2008, between the City of Avondale, an Arizona municipal corporation (the “City”), and Nesbitt Contracting Co., Inc., an Arizona corporation (“Contractor”). Unless otherwise defined in this Fifth Amendment, all capitalized terms shall have the meanings ascribed to them in the Agreement (as defined below).

RECITALS

A. The City and the Contractor entered into that certain Design-Build Agreement, dated November 15, 2004, for the purpose of designing and constructing certain infrastructure improvements to Dysart Road in Avondale, Arizona (the “Original Agreement”).

B. The Original Agreement was amended four times on (i) January 3, 2005, to set forth the guaranteed maximum price and date of substantial completion for construction of a 690-foot water line (the “First Amendment”), (ii) March 21, 2005, to set forth the guaranteed maximum price and date of substantial completion for reconstruction of the west half of Dysart Road between I-10 and Van Buren Street (the “Second Amendment”), (iii) July 5, 2005, to set the guaranteed maximum price for the second half of the roadway improvements (the “Third Amendment”) and (iv) January 2, 2007, to compensate Contractor for additional work performed at the City’s request. The Original Agreement, the First Amendment, the Second Amendment, Third Amendment and the Fourth Amendment are collectively referred to herein as the “Agreement.”

C. The City and the Contractor desire to amend the Agreement to compensate the Contractor for additional Work performed at the request of the Arizona Department of Transportation in connection with the Project, as more fully set forth in the Change Order Summary attached hereto as Exhibit 1 and incorporated herein by reference.

AGREEMENT

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

1. Scope of Services. The Contractor shall provide the Additional Services as set forth in Exhibit 1 attached hereto.

2. Compensation. The Contractor's compensation is hereby increased by \$50,000.00 as set forth in Exhibit 1 attached hereto.

3. 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.

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

5. Conflict of Interest. This Fifth Amendment and the Agreement 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

By: _____
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

“Contractor”

NESBITT CONTRACTING CO., INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal
corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by _____, the _____, of NESBITT CONTRACTING
CO., INC., an Arizona corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

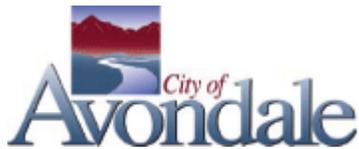
My Commission Expires:

EXHIBIT 1
TO THE FIFTH AMENDMENT TO THE
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NESBITT CONTRACTING CO., INC.

[Change Order Summary]

See following page.

DYSART ROAD IMPROVEMENTS: I-10 to Van Buren Street		
Change Order Summary		
Item No.	Description	Total Amount
Amend #5	Dysart Rd & I-10 Widening	
1	Additional Landscaping Work	\$50,000.00
	AMENDMENT #5 TOTAL	\$50,000.00



CITY COUNCIL REPORT

SUBJECT:

Resolution 2785-1108 - Amendment to IGA with Maricopa County for Childhood Immunization

MEETING DATE:

November 17, 2008

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

PURPOSE:

Staff is requesting that the Mayor and City Council adopt a Resolution approving an amendment to the Intergovernmental Agreement with Maricopa County relating to childhood immunizations.

BACKGROUND:

On February 19, 2008 the Council approved an intergovernmental agreement with Maricopa County which provides funding to support the childhood immunization program conducted by the fire department.

DISCUSSION:

When the agreement was developed by Maricopa County a non-existent termination date (February 31, 2011) was included in the language. This amendment corrects that date to February 28, 2011 and includes language relating to the e-verification of employees in order to comply with Arizona Revised Statutes.

BUDGETARY IMPACT:

There is no budgetary impact associated with this amendment.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a Resolution approving an amendment to the Intergovernmental Agreement with Maricopa County relating to childhood immunizations.

ATTACHMENTS:

Click to download

 [Resolution 2785-1108](#)

RESOLUTION NO. 2785-1108

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

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

SECTION 1. That the First Amendment to the Intergovernmental Agreement with Maricopa County relating to childhood immunization services (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 take all steps necessary to execute and implement this 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, November 17, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2785-1108

[First Amendment]

See following pages.

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
Between
MARICOPA COUNTY
By and Through
DEPARTMENT OF PUBLIC HEALTH
and
By and Between
CITY OF AVONDALE
By and Through
THE AVONDALE FIRE DEPARTMENT

- I. The above named agreement is hereby amended as specified below:
 - A. Coversheet, Line 6, Expiration Date: delete and replace February 31, 2011 with February 28, 2011.
 - B. Delete Paragraph 26, County Counsel Representation, from Section I, General Provisions. Accordingly, all paragraphs following the above deleted paragraph will be renumbered to provide correct sequential numbering.
 - C. Add the following section to Section I, General Provisions:

26. E-VERIFICATION OF EMPLOYEES

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- (1) That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;
- (2) That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;
- (3) That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.
- (4) That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

D. Add the following section to Section I, General Provisions:

27. BUSINESS IN SUDAN OR IRAN

Under A.R.S. § 35-397, the Contractor certify that it does not have scrutinized business operations in either Sudan or Iran.

II. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

**FOR AND ON BEHALF OF
MARICOPA COUNTY**

**FOR AND ON BEHALF OF
CONTRACTOR**

By: _____
Chairman, Board of Supervisors

By: _____
City Manager

Date

Date

ATTEST

ATTEST

Clerk of the Board

City Clerk

Date

Date

Pursuant to A.R.S. §11-952, the Maricopa County Attorney's Office has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona

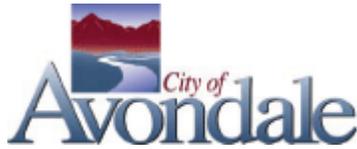
APPROVED AS TO FORM

APPROVED AS TO FORM

Deputy Maricopa County Attorney

Date

Date



CITY COUNCIL REPORT

SUBJECT:

Resolution 2787-1108 - IGA with the Flood Control District for Cost Sharing of the Agua Fria River Levee Safety Rail

MEETING DATE:

November 17, 2008

TO: Mayor and Council

FROM: Daniel Davis, Director of Parks, Recreation and Libraries (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the Flood Control District of Maricopa County regarding cost sharing for the Agua Fria River Levee Safety Rail, and authorize the Mayor or City Manager and City Clerk to execute the documents.

BACKGROUND:

The City of Avondale and the Flood Control District have worked cooperatively to develop ways to utilize the Agua Fria River Levee and adjacent properties for recreational purposes. In March 2002, the City and the Flood Control District entered into an Intergovernmental Agreement that granted an easement along the Agua Fria River from the confluence of the Agua Fria and Gila Rivers north to Indian School Road that permits recreational uses.

The City of Avondale was awarded a \$500,000 grant from the Arizona Department of Transportation for a Transportation Enhancement (T-21) project to provide a trail connection from Friendship Park to Coldwater Park, adjacent to the Agua Fria River. In addition, the city also received an \$85,000 grant from the Arizona State Parks Heritage Trails program for signage, bike racks and other amenities for this project.

DISCUSSION:

The City Council approved a Professional Services Agreement with Danelowitz and Associates, Inc. for the engineering, design and development of construction bid specifications for the Agua Fria River Trail. The design is approximately 90% completed, and is pending ADOT final approval. This section of the levee is approximately 15 feet in height, with virtually a one to one slope and does not provide safety railing. As a part of the design specifications, a decorative safety rail that meets the minimum requirements established by the United States Department of Labor Occupational Safety and Health Administration (OHS) for fall protection will be installed to provide adequate safety protection for trail users. The design of the safety rail is still being finalized; however staff is exploring various alternatives that are different than the typical galvanized pipe rail and can include aesthetic features with art.

Staff discussed the safety rail issues with representatives of the Flood Control District and agreed that there were mutual benefits for both entities to participate in a cost share agreement. The benefit for the city would allow for the safe, recreational use of the trail. The Flood Control District viewed the cost sharing agreement as an added safety benefit for their maintenance personnel who need to access the levees for maintenance and inspections.

BUDGETARY IMPACT:

The cost to construct the safety rail from Friendship Park to Coldwater Park is estimated at \$440,000. The cost share agreement stipulates that the city and the Flood Control District split the cost fifty (50%) percent each. The city share of the project cost (\$220,000) is budgeted in the Park CIP Fund 310. The IGA allows for additional safety rail projects along the Agua Fria River levee as projects and funds are approved by both entities.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the Flood Control District of Maricopa County regarding cost sharing for the Agua Fria River Levee Safety Rail, and authorize the Mayor or City Manager and City Clerk to execute the documents.

ATTACHMENTS:

Click to download

 [Resolution 2787-1108](#)

RESOLUTION NO. 2787-1108

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY RELATING TO THE AGUA FRIA RIVER LEVEE SAFETY MITIGATION PROJECT.

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

SECTION 1. That the Intergovernmental Agreement with the Flood Control District of Maricopa County relating to the Agua Fria River Levee Safety Mitigation Project (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, November 17, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2787-1108

[Intergovernmental Agreement]

See following pages.

When Recorded Return to:
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

Intergovernmental Agreement

for the

Design, Utility Relocation, Construction,
Construction Management, and Operation and Maintenance

of the

Agua Fria River Levee Safety Mitigation Project

Between

The Flood Control District of Maricopa County

and

The City of Avondale

IGA FCD 2008A009

Agenda Item _____

This Agreement is entered into by and between the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors hereinafter called the DISTRICT and the City of Avondale, a municipal corporation, acting by and through its City Council, hereinafter called the CITY. The DISTRICT and the CITY are herein collectively referred to as the PROJECT PARTNERS.

This Agreement shall become effective as of the date it has been executed by all parties.

DATE FILED WITH MARICOPA COUNTY RECORDER _____

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. The CITY is empowered by Arizona Revised Statutes 11-952 as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

BACKGROUND

3. The CITY is developing a multi-use trail system along the Agua Fria River that will use DISTRICT property and structures for recreational use. The DISTRICT conveyed to the CITY a non-exclusive recreational use easement per Intergovernmental Agreement (IGA) FCD 2001A009 between the DISTRICT and the CITY, which authorized non-motorized recreational use of DISTRICT Rights-of-Way (ROW) along a portion of the Agua Fria River.
4. The following is the proposed levee safety feature that is to be implemented and is herein referred to as the PROJECT:
 - 4.1. The installation of pipe-rail on the West Agua Fria River Levee from Coldwater Park at Buckeye Road to Van Buren Street, and on the East Agua Fria Levee, and from Van Buren Street to Friendship Park at McDowell Road.
 - 4.2. It is anticipated that in the future the PROJECT may be expanded to potentially add safety features to the Agua Fria River Levees in Avondale from Indian School to the confluence with the Gila River, and that any future phases will be addressed in addendums to this IGA or under separate IGAs.
5. The Board of Directors of the DISTRICT (BOARD) adopted Resolution FCD 2008R009 on November 7, 2008 (**agenda item number**), authorizing the DISTRICT to negotiate IGAs for the PROJECT.
6. Implementation of the PROJECT will provide the following benefits:
 - 6.1. The PROJECT will provide approximately two (2) linear miles of pipe-rail on existing levees along the Agua Fria River.
 - 6.2. The PROJECT will provide protection to help reduce hazards to DISTRICT operation and maintenance personnel associated with the levees.
 - 6.3. The PROJECT will help improve the aesthetic quality of the Agua Fria Levees.
 - 6.4. The PROJECT will help to provide a foundation for the potential use of the levee maintenance roads for non-motorized recreation, including but not limited to pedestrian and bike trails, and enhance the natural scenic quality provided by the Agua Fria River corridor.
 - 6.5. Use of the Agua Fria River and Levees complements existing plans for open space, recreation, trails, and scenic quality, including those associated with the 221 Agreement (IGA FCD 77001) between the DISTRICT and the U.S. Army Corps of Engineers, and the Maricopa County Regional Trail System.
7. It is anticipated that the PROJECT will be implemented in phases and the implementation schedule will be contingent upon available funding by both parties. The target date for completion for all phases is November 1, 2018.

PURPOSE OF THE AGREEMENT

8. The purpose of this IGA is to identify and define the responsibilities of the DISTRICT and the CITY for cost-sharing, design, utility relocation, construction, construction management, operation and maintenance of the PROJECT.

TERMS OF AGREEMENT

9. The cost estimate is based on installed pipe-rail that meets the minimum requirements set by U.S. Department of Labor Occupational Safety & Health Administration (OSHA) for fall protection.
 - 9.1. All pipe-rail installed on the Agua Fria Levees and associated facilities shall meet all applicable local, state, and/or federal guidelines for safety.
 - 9.2. The CITY may include aesthetic treatment and design features to the PROJECT provided that they do not violate the safety requirements of the PROJECT and the flood control function of the levees, and solely at the CITY's expense.
10. The PROJECT PARTNERS shall share in the cost of PROJECT, hereinafter referred to as the PROJECT COST, estimated to be four hundred forty thousand (\$440,000) dollars.
11. The DISTRICT shall:
 - 11.1. Cost-share fifty percent (50%) of the construction and installation PROJECT COST only and up to fifty dollars (\$50) per linear foot, with the DISTRICT's cost-share capped at twenty-five dollars (\$25) per linear foot of installed pipe-rail on the Agua Fria Levees, and based on future contract bid proposals. DISTRICT funds will be from the DISTRICT's secondary tax levy revenues.
 - 11.1.1 The DISTRICT may reimburse the CITY for its share of the construction contract(s) upon award and periodically thereafter, no more frequently than quarterly.
 - 11.1.2 The DISTRICT's share of funding for the PROJECT shall be paid as DISTRICT CIP Budget funding availability allows, and upon receipt of an invoice(s) from the CITY, with the goal of completing all DISTRICT reimbursements to the CITY within 6 months of final inspection of the completed PROJECT and acceptance by the DISTRICT.
 - 11.2. Review and provide comments on PROJECT design and Construction documents within 3 weeks of receipt of said submittal.
 - 11.3. Approve final PROJECT design and Construction documents provided the DISTRICT's comment under paragraph 11.2 have been addressed to the satisfaction of the District.
 - 11.4. Participate in the final inspection for each phase of the PROJECT with the CITY.
 - 11.5. The DISTRICT may in conjunction with the CITY or independently, conduct periodic inspections of the PROJECT.
 - 11.5.1 The DISTRICT shall provide notice of any deficiencies relating to flood control or safety for which the CITY is responsible and allow thirty (30) days for the CITY to make the necessary repairs.

11.5.2 If the CITY does not perform the repairs, the DISTRICT may perform the required action and invoice the CITY per the conditions under paragraph 12.5.2 of this Agreement.

11.6. Have the right to review and comment on the design and/or construction of any future changes or modifications to the PROJECT.

12. The CITY shall:

12.1. Fund fifty percent (50%) of the PROJECT COST up to fifty (\$50) per linear foot plus one-hundred percent (100%) of any additional costs thereafter. CITY funds will be from the CITY's general fund and other funding sources.

12.1.1 The CITY may invoice the DISTRICT for its share of the PROJECT COST upon award of the construction.

12.2. Be responsible for design, any additional rights-of-way acquisition, all permits and inspections, utility relocation, construction, construction management, operation and maintenance, and all costs associated with the PROJECT.

12.3. Provide to the DISTRICT design and construction documents for each individual phase of the PROJECT, such as thirty percent (30%), sixty percent (60%), ninety percent (90%) and final (100%) and allow three (3) weeks for review and comment. The CITY shall incorporate DISTRICT comments into the PROJECT as appropriate.

12.4. Schedule and invite the DISTRICT to participate in the final inspection for each phase of the PROJECT.

12.5. Be responsible for all operation and maintenance (O&M) of the PROJECT associated with the pipe-rail, multi-use trail, and all O&M responsibilities applicable per IGA FCD 2001A009.

12.5.1 The maintenance activities to be performed include, but are not limited to, (i) removal of graffiti, trash and debris from the PROJECT area, (ii) maintaining, repairing and replacing PROJECT facilities, (iii) correcting any damage to the flood control features caused by the agreed-upon uses and facilities of the PROJECT, and (iv) maintaining any aesthetic and landscaping features constructed as part of the PROJECT.

12.5.2 If the CITY does not maintain the PROJECT in a safe condition, the DISTRICT will notify the CITY and allow thirty (30) days for the CITY to make the necessary repairs. If within thirty (30) days the CITY has not restored the facility to a safe condition, the DISTRICT may make the necessary repairs. The CITY shall reimburse the DISTRICT for all reasonable, actual expenses incurred for such repairs within sixty (60) days after receipt of an invoice from the DISTRICT. If the CITY fails to reimburse the DISTRICT, then this Agreement may be terminated, and the provisions of IGA FCD 2001A009 may be followed to address reversion of recreational improvements.

12.6. Schedule and invite the DISTRICT to participate in annual inspections of the completed PROJECT.

12.7. Obtain DISTRICT review and comments on the design and/or construction of any future changes or modifications to the PROJECT that may affect the hydraulic function

of the PROJECT and resolve and/or incorporate the DISTRICT's comments into the future PROJECT modification.

- 12.8. Accept all liability for any and all non-DISTRICT use, including any and all public use of the PROJECT and associated recreational features.
- 12.9. Be responsible for the regulation and law enforcement of the public use of the PROJECT corridor, including but not limited to patrolling, monitoring, arresting, prosecution, restitution administration and damage mitigation. The DISTRICT agrees to assist as needed in any law enforcement prosecutions or abatements, with the CITY taking the lead.
13. Any local permits required for the PROJECT shall be issued by the appropriate PROJECT PARTNER at no cost to the PROJECT.
14. Either party to this Agreement may with mutual written agreement of all parties delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating party of its original responsibilities as defined herein.
15. In the case of any dispute over any items in this Agreement, the parties agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.
16. The parties to this Agreement agree to equally share the cost of a project compliance and cost audit to be initiated within 60 days of project completion, if requested by a PROJECT PARTNER. An independent auditing firm agreed to by all parties and on contract to the DISTRICT or the CITY will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within 45 days of acceptance by all parties of the audit report.
17. Each party to this IGA shall take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency Clean Water Act, Arizona Pollutant Discharge Elimination System (AZPDES) or any other applicable discharge requirements, including any permit requirements.
18. Each party to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for their own negligence or wrongful acts as provided by law.
19. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 West Durango Street
Phoenix, AZ 85009-6399

City of Avondale
City Manager
11465 W. Civic Center Drive
Avondale, AZ 85323

20. Each party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this PROJECT, including but not limited to the following, unless specifically identified otherwise in this Agreement: design, construction, construction management, operation, maintenance, permitting, management and administration.
21. This Agreement shall expire ten (10) years from the date of recording with the County Recorder or upon completion of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.
22. This Agreement is subject to cancellation by either party pursuant to the provisions of Arizona Revised Statutes Section 38-511.
23. The provisions of this Agreement for payment of funds by the PROJECT PARTNERS shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each PROJECT PARTNER shall be the sole judge and authority in determining the availability its funds under this Agreement and each PROJECT PARTNER shall keep the other PROJECT PARTNER fully informed as to the availability of funds for its obligations under this Agreement. The obligation of the PROJECT PARTNERS to make any payment pursuant to this Agreement is a current expense of the PROJECT PARTNERS, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the PROJECT PARTNERS. If the legislative and/or governing bodies of the PROJECT PARTNERS fail to appropriate money sufficient to pay the amounts set forth in this Agreement to provide the services contemplated herein during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the PROJECT PARTNERS shall relieved of any subsequent obligation under this Agreement.
24. To the extent applicable under Arizona Revised Statutes Section 41-4401, the PROJECT PARTNERS and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). The PROJECT PARTNERS' or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching PROJECT PARTNER. The PROJECT PARTNERS retain the legal right to randomly inspect the papers and records of the other PROJECT PARTNER or subcontractor

employee who work on the Agreement to ensure that the each PROJECT PARTNER and its subcontractors are complying with the above-mentioned warranty.

25. Pursuant to Arizona Revised Statutes Sections 35-391.06 and 35-393.06, the PROJECT PARTNERS certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or and 35-393, as applicable. If a PROJECT PARTNER determines that the other PROJECT PARTNER submitted a false certification, the non-breaching PROJECT PARTNER may impose remedies as provided by law including terminating this Agreement.
26. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
27. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of either party.

**FLOOD CONTROL DISTRICT OF MARICOPA CITY
A Municipal Corporation**

Recommended by:

Timothy S. Phillips, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors

Date

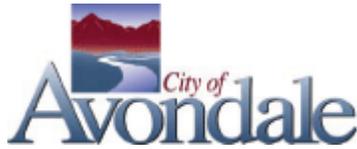
Attest:

By: _____
Clerk of the Board

Date

The foregoing Intergovernmental Agreement FCD 2008A009 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

Deputy County Attorney Date



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1335-1108 - Hillcrest Blvd. Easement

MEETING DATE:

November 17, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting an easement to the City along the proposed Hillcrest Boulevard at the crossing of the Palo Verde Nuclear Generating Station Pipeline property (107th Avenue to Avondale Blvd. along the Roeser Road alignment).

BACKGROUND:

Hillcrest-Evergreen is a proposed new development located at the southwest corner of 107th Avenue and Broadway Road. (See attached Vicinity Map) Hillcrest Boulevard is a proposed roadway within this development and will cross the existing Pipeline Property. The participating owners of the Palo Verde Nuclear Generating Station Pipeline Property include APS (which also acts as operating agent on behalf of the participating owners), El Paso Electric Company, Los Angeles Department of Water and Power, Public Service Company of New Mexico, Salt River Project Agricultural Improvement and Power District, Southern California Edison Company and Southern California Public Power Authority.

DISCUSSION:

The participating owners of the Palo Verde Nuclear Generating Station have agreed to grant the City of Avondale an easement across their parcel and have submitted the agreement documents. This easement will allow the City to construct, operate, maintain, repair and, if necessary, replace a roadway and underground utilities for water, sewage, effluent, natural gas pipelines, electric power lines and telecommunications within the easement.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMMENDATION:

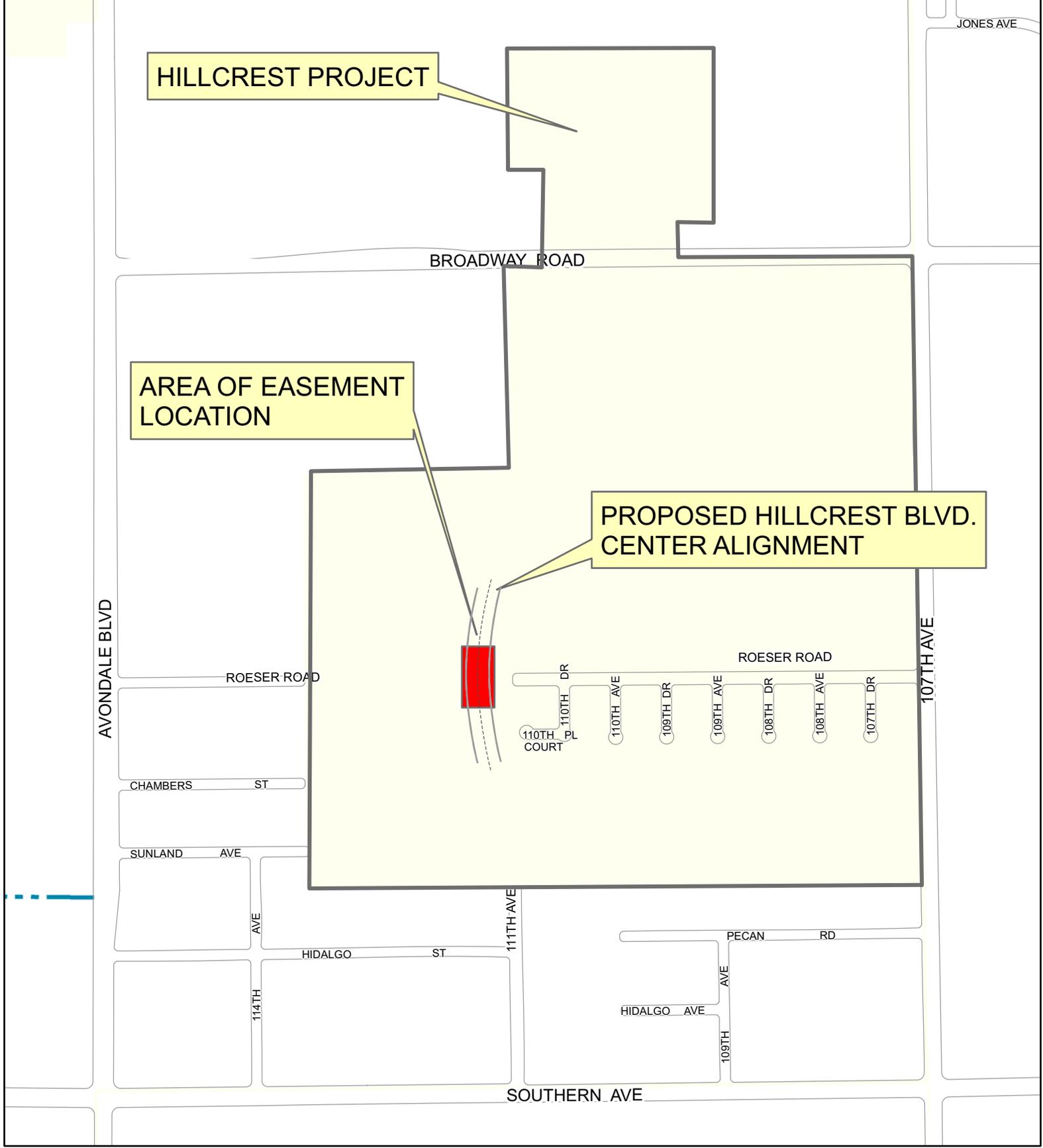
Staff recommends that the City Council adopt an ordinance accepting an easement to the City along the proposed Hillcrest Boulevard right-of-way in the proposed Hillcrest-Evergreen community.

ATTACHMENTS:

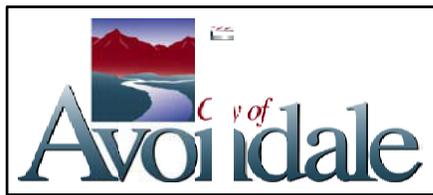
Click to download

[☐ Vicinity Map](#)

[☐ Ordinance 1335-1108](#)



HILLCREST BLVD. & ROESER RD. EASEMENT EXHIBIT



ORDINANCE NO. 1335-1108

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF A ROADWAY AND UTILITY EASEMENT.

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

SECTION 1. That a roadway and utility easement is hereby accepted through, over, under and across \pm 0.33 acres of real property, generally located south of Broadway Road, west of 107th Avenue, 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 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, November 17, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1335-1108

[Easement Agreement]

See following pages.

When Recorded, Return to:

Arizona Public Service Company
Attention: Herb Zinn, Esq.
Mail Station: 8695
P.O. Box 53999
Phoenix, AZ 85072-3999

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is entered into this _____ of _____, 2008 ("Effective Date"), by and between FIRST AMERICAN TITLE INSURANCE COMPANY, A California corporation, successor of ATI Title Agency of Arizona formerly known as USLife Title Company of Arizona, an Arizona corporation, Trustee under Trust #530 (the "Trust") only and not in its proprietary corporate capacity or individually, its successors, and assigns (the "Trustee"), and the CITY OF AVONDALE, an Arizona municipal corporation, having its principal place of business at 11465 W Civic Center Drive, Avondale, AZ 85323 (the "Grantee").

RECITALS:

A. The beneficiaries of the Trust are the "Participating Owners" of the Palo Verde Nuclear Generating Station ("Palo Verde"). For purposes of this Agreement, the term "Participating Owners" means the entities having an ownership or leasehold interest in Palo Verde and its related facilities. The Participating Owners include APS (which also acts as Operating Agent on behalf of the Participating Owners), El Paso Electric Company, Los Angeles Department of Water and Power, Public Service Company of New Mexico, Salt River Project Agricultural Improvement and Power District, Southern California Edison Company, Southern California Public Power Authority, and each additional entity that may now have or may acquire an ownership, leasehold, or other interest in Palo Verde.

B. The Participating Owners own and operate an underground pipeline ("Pipeline") that provides water to Palo Verde. A significant portion of the Pipeline is located in land owned by the Trust.

C. The Grantee desires to acquire an easement in, on, under and through a portion of the Trust's property (described in Exhibit A, attached hereto) in which the Pipeline is located (the "Property"), to construct, operate, maintain, repair, and, if necessary, replace (or enable or allow third parties approved by Grantee to construct, operate, maintain, repair and/or replace) a roadway (approximately located in the alignment of _____) (the "Road"), and underground utilities for water, sewage, effluent, natural gas pipelines, electric power lines and telecommunications (the "Utilities") within the area of the easement described in Exhibit B, attached hereto ("Easement Area"), subject to the terms and conditions contained in this Agreement. (Hereinafter, the Road and the Utilities may be collectively referred to as the "Improvements")

D. APS has made the determination that the Easement Area is neither necessary nor useful to the operation of the Pipeline.

E. The Trustee is willing to grant an easement to the Grantee for the purposes described in this Agreement, subject to the terms and conditions set forth herein.

F. This Agreement provides certain rights to the Participating Owners and sets forth certain obligations of the Grantee, and its permitted successors and assigns that are intended to run to the Participating

F. This Agreement provides certain rights to the Participating Owners and sets forth certain obligations of the Grantee, and its permitted successors and assigns that are intended to run to the Participating Owners' benefit. Accordingly, the Participating Owners are expressly intended to be third party beneficiaries of this Agreement.

Therefore, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into, and made a part of, this Agreement.

2. Easement.

2.1. (a) Subject to the terms and conditions of this Agreement, the Trustee grants to the Grantee an exclusive easement in, over, on, under and through the surface or subsurface of the Easement Area, for so long as the Easement Area is actually used for the exclusive purpose of constructing, installing, operating, maintaining, repairing, and, if necessary, replacing the Improvements within the Easement Area, in accordance with the plans, dimensions and specifications to be submitted to and approved by APS from time to time during the term of this Agreement in advance of the commencement of such proposed uses, or any other plans, dimensions or specifications relating to the Improvements that APS subsequently approves in writing (all such plans, dimensions and specifications are hereinafter referred to collectively as the "Specifications").

(b) APS has represented to the Grantee and the Grantee acknowledges that APS possesses an exclusive certificate of convenience and necessity ("CC&N"), issued to it by the Arizona Corporation Commission under Section 40-281, Arizona Revised Statutes, to serve customers with electricity in the general vicinity that includes the Easement Area, and that notwithstanding any provision of this Easement Agreement to the contrary, the provisions contained in this Easement Agreement that provide the Grantee with certain rights to construct, install, operate, maintain, repair, and, if necessary, replace electric power lines shall not be interpreted in any way

- (i) to be a waiver of or to be otherwise inconsistent with APS's exclusive rights under its CC&N; nor
- (ii) shall it require that APS acquire permission from the Grantee to install its own electric power lines in the Easement Area; nor
- (iii) shall it be interpreted in any way as a waiver of APS's rights set forth in Section 9-516, Arizona Revised Statutes, in respect to the obligations of cities and towns seeking to provide electric service within the certificated service territory of a public service corporation; nor
- (iv) shall it be likewise be interpreted in any way as a waiver of or in any way inconsistent with APS's rights established under applicable law in respect to its provision of electric service in the general area within which the Easement Area is located.

(c) Grantee has inspected the Easement Area and acknowledges that it is suitable for the purposes for which this easement is granted.

(d) The easement granted under this Section 2.1 is hereinafter referred to as the “Easement.” The parties acknowledge that APS performs maintenance on the Pipeline in the months of April and October each year, at which time the Pipeline is entirely removed from service. It is agreed that no installation, maintenance, repair, replacement, or removal of Improvements in the Easement Area may take place except and unless it takes place during April and October of each year while this Easement Agreement remains in effect, unless otherwise first expressly authorized in writing by an authorized representative of APS.”

2.2. The Easement is subject and subordinate to the prior and continuing right of the Trustee and Participating Owners to use the Property, including, without limitation, the right and power of the Trustee and the Participating Owners to construct, maintain, repair, renew, use, operate, change, modify, replace, relocate, or perform any other activity in connection with the Pipeline or other facilities of the Trustee or the Participating Owners upon, along, under, over, across, or in the surface or subsurface of any or all parts of the Property, all or any of which may be freely done at any time by the Trustee or the Participating Owners, without liability to the Grantee. In addition, the Easement is subject to all outstanding superior rights (including, without limitation, those in favor of lessees or licensees of the Property), whether or not of record, and the right of the Trustee or the Participating Owners to renew or extend such rights.

2.3. Any subsequent transfer by the Trustee of its interests in the Property shall not affect the Easement.

3. Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until it is terminated under Section 16.

4. Construction, Operation, Maintenance.

4.1. For the purposes of this Agreement, the term “Activities” means (i) the construction, installation, maintenance, use, operation, repair, replacement, and removal of the Improvements or any part of them; (ii) any and all modification, relocation, or reconstruction of the Improvements, or any part of them; and (iii) any other work performed by the Grantee, its contractors, agents, representatives and permitted successors and assigns in connection therewith.

4.2. The Grantee shall make its own arrangements to obtain such rights as are legally required of it from any other entities holding any other interest in the Property, and shall provide a copy to APS of the documents granting such rights prior to construction of the Improvements or any modifications thereto. In addition, the Grantee shall obtain or cause to be obtained all applicable permits, license, approvals, and other authorizations required by any governmental authority before commencing any Activities.

4.3. The Grantee shall perform or cause all Activities to be performed in strict conformity with the Specifications that apply to the particular Activities in question. The Grantee (including its contractors, agents, representatives and permitted successors and assigns) may not deviate from the Specifications or in any way modify the Improvements (or any part of them) without the prior written approval from APS’s authorized representative. The Grantee’s incorporation of APS’s comments into the Specifications or in the performance of any Activities, or any approval given by APS in connection with any Activities shall not relieve the Grantee, its contractors, agents, representatives and permitted successors and assigns from compliance with their respective

obligations under this Agreement, nor shall APS assume any liability or responsibility as a result of any review of the Specifications or for any defect in the Improvements constructed as based on such Specifications.

4.4. The Grantee shall bear the entire cost and expense incurred in connection with the Activities. Furthermore, the Grantee, without expense to the Trustee or Participating Owners, shall comply with all of the Trustee's or the Participating Owners' requirements and procedures that apply to the Property or the Pipeline.

4.5. APS may direct one or more of its employees or agents to observe or inspect any of the Activities, but any observation or inspection by APS's employees or agents shall not relieve the Grantee from its obligations under this Agreement nor subject APS to any liability or responsibility for the Activities. The Grantee shall be solely responsible to ensure that the Improvements (and any part thereof) are constructed, operated, maintained, repaired, and, if necessary, replaced in a safe and workmanlike manner and in accordance with terms and conditions of this Agreement, including, without limitation, the Specifications.

4.6. The Grantee shall not store materials of any type, flammable or otherwise, at the Property. In addition, the Grantee shall not, and shall not allow its employees, contractors, agents, representatives or permitted successors or assigns to park their vehicles or store any equipment on the Property.

4.7. Notwithstanding Section 4.6, the Grantee may, for a limited time as approved by APS, store, at the Grantee's sole risk, any components of the Improvements on the Property during their construction, maintenance, repair, replacement, or removal if APS's authorized representative has given prior approval, either in writing or electronically, for such storage. Such storage shall be subject to Section 8; and if, at any time, such storage causes an interference (as described in Section 8) or results in any effects that the Trustee or APS deem undesirable, unsafe, or harmful, the Grantee shall, at its sole expense, immediately take such action as may be necessary to eliminate such interference or such undesirable, unsafe, or harmful effects. If the Grantee fails to do the foregoing, the Trustee or APS may take any action to eliminate such interference or such undesirable, unsafe, or harmful effects at the expense of the Grantee, and the Grantee shall immediately reimburse the Trustee or APS for all costs and expenses with interest at the rate of one and one-half percent (1½ %) per month, or the maximum rate permitted by law, whichever is the lesser. Neither the Trustee nor the Participating Owners shall be liable to the Grantee for any damage sustained by the Grantee as a result of any action taken by the Trustee or the Participating Owners to eliminate such interference or such undesirable, unsafe, or harmful effects. Any action taken by the Trustee or APS under this Section 4.7 shall not prejudice or impair any right of action for damages or other rights or remedies that the Trustee or the Participating Owners may, at the time of such action, have against the Grantee.

4.8. Notwithstanding anything to the contrary in this Agreement, the Grantee shall not use, deposit, or permit the use or deposit of any hazardous material, toxic waste, or other harmful substances in, on or under the Property or any other real property of Trustee adjacent to the Easement Area.

5. Applicable Law. The Grantee, without expense to the Trust or APS, shall comply with all applicable laws, statutes, and ordinances, rules and regulations of any governmental authority, including, without limitation, city, county, state or federal governmental entities which have authority over the Activities (collectively, hereinafter, "Applicable Law").

6. Notice of Commencement of Activities. In case of an emergency, the Grantee shall provide as much notice as practicable to the Trustee and APS before commencing any Activity. In all other situations, the Grantee shall notify the Trustee and APS at least ten (10) days (or such other time as the Trustee and APS may allow) in advance of the commencement of any Activity. The Trustee and APS, however, shall have the right to require the Grantee to reschedule such Activities if, in the Trustee's or APS's sole discretion, they believe the Activities could affect its use or maintenance of, or any other activities in connection with, the Pipeline or the Property.
7. Relocation of the Improvements. The Easement is subject to the needs and requirements of the Trustee and the Participating Owners in the use, operation, or maintenance of the Pipeline and in the improvement and use of the Pipeline or the Property. Therefore, the Grantee shall move and relocate all or any portion of the Improvements to such new location, as the Trustee or APS may designate, whenever, in the furtherance of the Trustee or APS's needs and requirements, the Trustee or APS shall, in the exercise of reasonableness and good faith, find such action necessary. Upon APS's or the Trustee's request to move and relocate all or any portion of the Improvements under this Section, the Grantee shall complete the relocation to such new location at its expense in a diligent and expeditious manner, consistent with a mutually agreed upon schedule, but in the case of an emergency, the Grantee shall complete such relocation as soon as practicable under the circumstances.
8. Interference. The Grantee shall not interfere with the Trustee's or the Participating Owners' use of the Property, the Pipeline, or other facilities of the Trustee or the Participating Owners (as now existing or which may hereafter exist). During the performance of any Activities, the Grantee shall take all necessary precautions to prevent any interference with the Trustee's or the Participating Owners' use of, or access to, the Property, the Pipeline, or other facilities, or the Participating Owners' right to construct, maintain, repair, renew, operate, change, modify, replace, relocate or perform any other activity in connection with the Pipeline or other facilities; and if, at any time, the performance of any Activities result in such interference or any effects that the Trustee or APS deems undesirable, unsafe, or harmful, the Grantee shall, at its sole expense, promptly take such action as may be necessary to eliminate such interference.
9. Insurance.
 - 9.1. Until all Activities and obligations under this Agreement are fully performed and satisfied, and without limiting the Grantee's indemnification obligations under this Agreement, the Grantee shall provide and maintain (or cause its contractors, agents, representatives and permitted successors and assigns to provide and maintain) the following insurance coverages, using forms and insurers acceptable to the Trustee and APS, unless otherwise expressly agreed by the Trustee and APS.
 - 9.1.1. Workers' Compensation and Employer's Liability insurance covering obligations imposed by federal and state statutes with jurisdiction over the Grantee's employees.
 - 9.1.2. Commercial General Liability insurance with a combined single limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The policy shall cover bodily injury, property damage, personal injury, contractual liability, products, and completed operations.
 - 9.1.3. Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) each occurrence with respect to Grantee's and any of its contractor's, agent's, or representative's vehicles, whether owned,

non-owned, hired, leased, rented, borrowed, assigned to or used in connection with the Activities.

9.2. The policies required by Sections 9.1.2 and 9.1.3 shall name the Trustee and the Participating Owners as additional insureds. For this purpose, the Participating Owners shall be referred to as follows in any insurance policy, endorsement or certificate of insurance issued in compliance with this Section 9:

“Arizona Public Service Company, El Paso Electric Company, Los Angeles Department of Water and Power, Public Service Company of New Mexico, Salt River Project Agricultural Improvement and Power District, Southern California Edison Company, Southern California Public Power Authority, and each additional entity that may now have or may acquire an ownership, leasehold, or other interest in the Palo Verde Nuclear Generating Station.”

The policies shall stipulate that the insurance shall be primary insurance and that any insurance carried by the Trustee or the Participating Owners shall not be contributory insurance, and the policies shall provide at least a 90-day notice period for cancellation or reduction in coverage or limits.

9.3. The Grantee and its insurers providing the required coverages shall waive all rights of recovery against the Trustee or any of the Participating Owners, and their directors, officers, employees, and agents.

9.4. Upon the Trustee’s or APS’s request, the Grantee or, as applicable, its contractors, agents, representatives and permitted successors and assigns, shall provide documentary evidence in a form and content acceptable to the Trustee and APS, confirming to its satisfaction that the required insurance coverages have been obtained and will remain in effect as required by this Section. The Trustee and APS reserve the right to request, from time to time, commercially reasonable increases in the amount of insurance coverages provided in this Section, and the Grantee or, as applicable, its contractors, agents, representatives and permitted successors and assigns shall promptly comply with such request.

10. Claims For Labor and Material. Grantee shall provide or cause to be provided payment and performance bonds by issuers reasonably acceptable to APS, in the full amount of any contract for Activities. If Grantee fails to pay such amounts when due, the Trustee or APS may, without obligation and in addition to other remedies, pay such amounts, and the Grantee shall immediately reimburse the Trustee or APS therefore with interest at the rate of one and one-half percent (1½ %) per month, or the maximum rate permitted by law, whichever is lesser, until paid.
11. Restoration of Property Owned by the Trustee or the Participating Owners. If the Trustee or APS authorizes the Grantee to take down any fence, or in any manner move or disturb any of the other property of the Trustee or the Participating Owners in connection with the Activities, then the Grantee shall, as soon as possible, and at the Grantee’s sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed.

12. Indemnification, Assumption of Risks.

12.1. Definitions. For the purposes of this Section, each term set forth in this Section 12.1 has the meaning set forth next to it:

- (a) “Claim” means any action, claim, dispute, demand, administrative proceeding, or right of action, whether in law or in equity, of every kind and character.
- (b) “Losses” means all liabilities, losses, damages, fines, penalties, and costs and expenses of any kind or nature, whether or not covered by insurance, including, without limitation, reasonable attorneys’ fees and expenses incurred in the investigation or defense of any of the same or in the enforcement of a party’s rights under this Agreement; provided, however, that in respect to the Grantee, Trustee, APS or the Participating Owners, “Losses” shall not include consequential, special or indirect damages or lost profits; but in respect to the Grantee’s contractors, agents, representatives and permitted successors and assigns, “Losses” shall include consequential damages or lost profits resulting from gross negligence or willful misconduct in the exercise of the rights granted under this Agreement.
- (c) “Indemnitee” means the Trustee; APS, APS’s officers, directors, employees, agents, representatives, affiliates, successors, and assigns; and the Participating Owners.
- (d) “Grantee Responsible Party” means the Grantee, its officers, employees, contractors, agents, representatives, suppliers, or anyone for whose acts the Grantee is liable or over whom the Grantee exercises or has the right to exercise control.

12.2. Indemnification.

12.2.1. To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless any Indemnitee for, from, and against any and all Losses that any Indemnitee may hereafter incur in connection with any Claim arising out of, or resulting from (either directly or indirectly) any of the following:

- (a) any bodily injury, including death, to any person; contamination of the Property; soil erosion, subsidence, or any damage resulting from the soil erosion or subsidence; or any other damage to, or destruction of, any property, including, without limitation, the Pipeline or any part of it, APS’s property located in the Easement Area, the Participating Owners’ property located in the Easement Area, and the Trustee’s property located in the Easement Area, caused by, arising out of, or contributed to, in whole or in part, by reason of any of the following: (i) the performance of any of the Activities; (ii) the storage of any components of the Improvements (or any portion thereof); or (iii) the taking down of any fence or the moving or disturbance of any other property of the Trustee or APS;
- (b) any actual or alleged non-compliance with Applicable Law by any Grantee Responsible Party; or
- (c) any lien or claim by any third party in connection with the Activities.

12.2.2. Grantee’s indemnification obligations set forth in Section 12.2.1(a) shall not apply to Losses incurred by an Indemnitee to the extent they result from the gross negligence or willful misconduct of the Indemnitee.

12.3. Assumption of Risks. Neither the Trustee nor the Participating Owners shall be liable to any Grantee Responsible Party for any Losses incurred by any Grantee Responsible Party that arise out of or, result from (either directly or indirectly) any of the following: (i) use of the Easement by the Trustee or the Participating Owners; (ii) the location, use, operation, or any work performed in connection with the Pipeline, including, without limitation, maintenance, repair, relocation, reconstruction, or modification of the Pipeline, (iii) the Property; or (iv) any acts or omissions of any Indemnitee in connection with the Pipeline or the Property. The Grantee assumes all risks of such Losses. In addition, the Grantee assumes all risks in connection with the Activities.

13. Removal of Improvements Upon Termination of Agreement. The Grantee shall notify the Trustee and APS in writing at least ninety (90) days prior to the date upon which the Grantee (including its contractors, agents, representatives and permitted successors and assigns) proposes to cease a use authorized by this Agreement to afford the parties the opportunity to determine if and to what extent any Improvement is to be removed or otherwise modified to facilitate its abandonment in place in such a manner as to protect and preserve APS's operation of the Pipeline upon the Property. In any case, Grantee's obligation shall include the obligation to restore the Property to as good a condition as it was in before the Improvement in question was originally constructed, except as otherwise expressly agreed to by the parties, all to the satisfaction of the Trustee and APS. If the Grantee fails to comply with the obligations established under the preceding sentences of this Section 13, the Trustee or APS may perform such work and restoration at the expense of the Grantee, and the Grantee shall immediately reimburse the Trustee or APS for all costs and expenses with interest at the rate of one and one-half percent (1½ %) per month, or the maximum rate permitted by law, whichever is lesser. Neither the Trustee nor the Participating Owners shall be liable to the Grantee for any damage sustained by the Grantee as a result of the removal or abandonment in place of the Improvement in question or restoration of the Property by the Trustee or APS. Any action taken by the Trustee or APS under this Section shall not prejudice or impair any right of action for damages or other rights or remedies that the Trustee or the Participating Owners may, at the time of such removal or restoration, have against the Grantee.
14. Waiver of Breach. The waiver by the Trustee of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Grantee shall in no way impair the right of the Trustee to avail itself of any remedy for any subsequent breach thereof.
15. No Warranties. **THE TRUSTEE GRANTS THE EASEMENT TO THE GRANTEE "AS-IS." THE TRUSTEE DOES NOT WARRANT ITS TITLE TO THE PROPERTY. THE TRUSTEE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR THE EASEMENT OR OTHER RIGHTS GRANTED TO THE GRANTEE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**
16. Termination. If the Grantee is in material breach of its obligations under this Agreement, and the Trustee provides a written notice to the Grantee specifying the nature of such breach, the Grantee shall promptly cure such breach within 30 days after receipt of such written notice. If the Grantee does not cure the breach, the Trustee shall have the right to terminate this Agreement by giving written notice of termination to the Grantee, whereupon the provisions of Section 13 shall apply. In addition, the Trustee may terminate this Agreement and all rights granted in this Agreement any time after six (6) months of continuous non-use of the Easement Area by the Grantee for the purposes for which this Easement is granted, or if the Grantee abandons or removes the

Improvements from the Easement Area. If this Agreement is terminated for any reason, the Grantee shall, at its expense, promptly take all actions to revert to the Trustee any and all interest in the Easement Area.

17. Notice.

17.1. All notices required under this Agreement shall be in writing and may be delivered personally to a party, may be sent by facsimile, or may be mailed by deposit in United States certified mail, return receipt requested, or by deposit with a reputable overnight delivery service. Notices shall be effective: (i) on the date delivered by personal delivery; (ii) three (3) business days following the date deposited in the United States mail; or (iii) the next business day following delivery to a reputable overnight delivery service or sent by facsimile. Notices and communications shall be delivered or mailed to the parties as follows:

If to the Trustee:

First American Title Company
Subdivision Trust Department
4801 E. Washington Street, Suite 140
Phoenix, AZ 85034
Attention: Charlotte A. Knoll
Telephone: 602-685-7036
Facsimile: 602-685-7029
ckknoll@firstam.com

If to APS:

Arizona Public Service Company:
Palo Verde Nuclear Generating Station
5801 South Wintersburg Road MS 6215
Tonopah, Arizona 85354-7529
Attention: Randy Butler
Telephone: 623-393-3003
Facsimile: 623-393-1688

If to the Grantee:

City of Avondale
11465 W Civic Center Drive
Avondale, AZ 85323
Attention: Charles P. McClendon, City Manager
Telephone: _____
Facsimile: 623-333-0100

17.2. Each entity named in Section 17.1 may change its address to which, or the personnel to whom, a notice is to be given by giving notice, as provided above, of such change of address or personnel.

18. Assignment. (a) Except as expressly permitted under subsection (b) of this Section 18, the Grantee shall not assign its rights nor delegate its duties under this Agreement, or otherwise dispose of any right or interest in all or any part of this Agreement without the prior written consent of the Trustee. The Trustee may grant or withhold its consent in its sole discretion. Any assignment or delegation by the Grantee in breach of this Section shall be null and void and of no legal force or effect. No assignment or delegation shall relieve the Grantee of its obligations under this Agreement.

(b) The parties acknowledge that the Easement granted under this Agreement is intended to afford the Grantee the ability to use the Easement Area as a corridor passing through the Property for surface vehicular traffic and subsurface utilities, as expressed earlier in this Agreement. Accordingly, the parties agree that the Grantee may authorize such uses in the Easement Area, provided that APS first approves of such use, as provided in Section 2.1 of this Agreement; that the party to whom such use is to be afforded agrees in writing to be bound by, comply with and assume the obligation to perform the terms and conditions of this Agreement as they relate to such third party's use; and such written undertaking is delivered to APS.

19. Successors and Assigns. Subject to Section 18, this Agreement shall be binding upon benefit of the parties hereto, their respective successors, and permitted assigns. If APS is replaced as the Operating Agent of Palo Verde, then the successor entity shall be substituted for the purposes of this Agreement.

20. Conflict of Interest. In particular, the parties acknowledge notice of the provisions of Section 38-511 of the Arizona Revised Statutes which provide that this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement between Grantee and the Trustee or any subcontract or purchase order thereunder at anytime while the Agreement or any extension of the Agreement is in effect, is an employee of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement.

21. Exhibits; Entire Agreement; Headings. Exhibits A and B are incorporated into and made a part of this Agreement. This Agreement constitutes the entire agreement between parties as to the subject matter hereof and supersedes all prior understandings or agreements whether oral or written between the parties. This Agreement may be modified only by written instrument signed by all of the parties. Section headings in this Agreement are for convenience of reference only, and do not define, limit, or fully describe the scope or intent of these provisions.

22. Governing Law. The terms of this Agreement shall be construed and enforced under the laws of the State of Arizona without giving effect to its doctrine of conflict of laws.

23. Survival. Upon termination of this Agreement for any reason, the rights and obligations of the parties shall continue to be determined in accordance with the terms and conditions of this Agreement until all outstanding matters are finally resolved.

24. Counterparts. This Agreement may be executed in any number of counterparts. It shall not be necessary that the signatures of all parties be contained on any counterpart. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

Agreed to and accepted:

First American Title Insurance Company,
a California corporation, successor Trustee of Trust #530

Signature

Date

Name: Charlotte A. Knoll
Title: Senior Trust Officer

STATE OF ARIZONA }
 } ss.
County of Maricopa }

This instrument was acknowledged before me this _____ day of
_____, 20____, by Charlotte A. Knoll, Senior Trust Officer

IN WITNESS WHEREOF I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

City of Avondale, an Arizona municipal corporation

Signature

Date

Name: Marie Lopez Rogers

Title: Mayor

Approved as to Form:

Signature

Date

Name: _____

Title: Attorney for the _____

STATE OF ARIZONA }
 }
 } ss.
County of Maricopa }

This instrument was acknowledged before me this _____ day of _____, 20____, by Marie Lopez Rogers, Mayor for the City of Avondale

IN WITNESS WHEREOF I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

Acknowledged by **Arizona Public Service Company** on its own behalf and as the Operating Agent of the Participating Owners in the Arizona Nuclear Power Project.

Signature

Date

Name: James Looney
Title: Section Leader, Land Services

EXHIBIT "A"

The "Property"

The South 150 feet of the Southeast quarter of the Northwest quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT B

**The "Easement Area"
Sheet 1 of 2**

The Easement Area is a surface road and subsurface utility corridor, passing above the Pipeline, consisting of an 80.00 foot wide road easement and an 8.0 foot wide Public Utility Easement on each side of the road easement, total easement measuring 96.00 feet in width. No subsurface installation may be constructed nearer than 4 feet 0 inches from the Pipeline, unless otherwise first agreed upon in writing by a duly authorized representative of APS.

ALSO

A Temporary Easement Area is granted on the surface adjacent to the Easement Area for the sole purpose of the installation and construction of the roadway. This Temporary Easement will automatically terminate without further action once construction of the roadway is completed. This Temporary Easement Area measures 10 feet in width on each side of the above mentioned Easement Area.

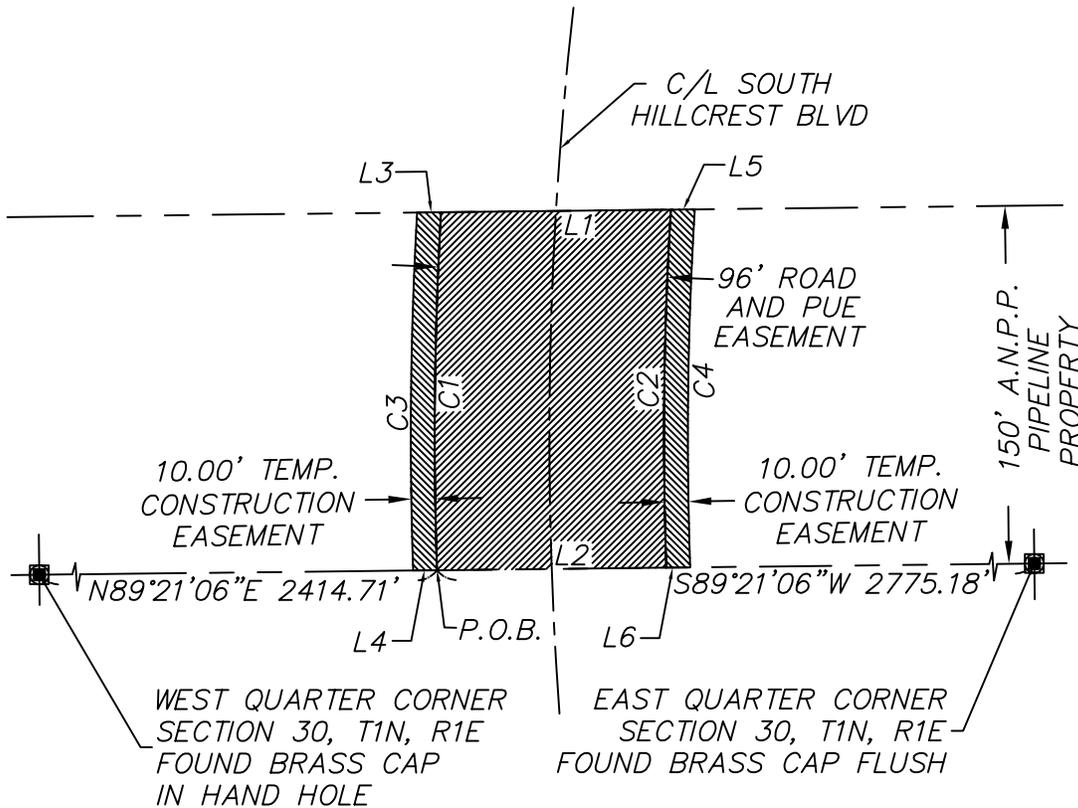
The location of the Easement Area and the Temporary Easement Area are depicted on Exhibit "B", Sheet 2 of 2, attached hereto.

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF THE EASEMENT AREA



CURVE DATA					
CURVE	RADIUS	ARC LENGTH	DELTA	CHORD BRG	CHORD LENGTH
C1	1648.00	150.09	5°13'05"	N0°38'56"E	150.04
C2	1552.00	150.10	5°32'29"	N0°43'45"E	150.04
C3	1658.00	150.09	5°11'12"	S0°38'27"W	150.04
C4	1542.00	150.10	5°34'38"	S0°44'17"W	150.04



10.00' TEMP. CONSTRUCTION EASEMENT

10.00' TEMP. CONSTRUCTION EASEMENT

96' ROAD AND PUE EASEMENT

150' A.N.P.P. PIPELINE PROPERTY

WEST QUARTER CORNER SECTION 30, T1N, R1E FOUND BRASS CAP IN HAND HOLE

EAST QUARTER CORNER SECTION 30, T1N, R1E FOUND BRASS CAP FLUSH

LEGEND

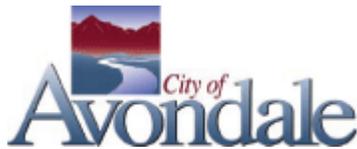
- EASEMENT AREA
- TEMP. EASEMENT AREA
- ROAD CENTERLINE
- PROPERTY LINE
- SECTION CORNER

LINE TABLE		
LINE	LENGTH	BEARING
L1	96.24	N89°21'06"E
L2	96.03	S89°21'06"W
L3	10.02	S89°21'06"W
L4	10.00	N89°21'06"E
L5	10.03	N89°21'06"E
L6	10.00	S89°21'06"W



N 1/2, SECTION 30, T1N R1E

DRAWN LYONS AGENT BOUCHE
 DATE 10-29-08 JOB NO. MM60063B
 SCALE 1"= 80' SHEET 2 OF 2



CITY COUNCIL REPORT

SUBJECT:

Materials Purchase Contracts with McCain, Inc., Southwest Traffic Systems, Inc., and Phoenix Highway Products

MEETING DATE:

November 17, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council award Materials Purchase Contracts to McCain, Inc. in the amount of \$41,576.83 to purchase traffic control cabinet assemblies, to Southwest Traffic Systems, Inc. in the amount of \$25,992 to purchase emergency vehicle preemption equipment, to Southwest Traffic Systems, Inc. in the amount of \$73,968.90 to purchase video detection systems, and to Phoenix Highway Products in the amount of \$14,328.09 to purchase actuated signal controller (ASC) equipment, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In recent years, the City of Avondale experienced a tremendous amount of growth. As the City's population grew, the number of traffic signals installed, maintained, repaired, and operated also grew. As a result, additional traffic signal supplies and equipment are needed. The number of additional new and improvement projects has also increased. Staff has determined that an annual competitive contract will provide needed supplies of controller cabinets, video detection systems, and emergency vehicle preemption that the City can repeatedly use. This will reduce schedule delays, eliminate the need to obtain quotes for each order and streamline the procurement process.

Staff determined that utilizing these contracts, equipment for Capital Improvement Program (CIP) projects and citywide operation, maintenance and repair can be procured in a timely and effective manner.

DISCUSSION:

Staff researched and identified traffic signal equipment needs for the fiscal year. Request for Bid notices were published in the West Valley View on September 30, 2008 and October 3, 2008 and in the Arizona Business Gazette on October 2, 2008. Four (4) bids were received and opened on October 30, 2008. Each bid package was reviewed and three (3) of the four (4) bidders met the bidding requirements. See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

McCain, Inc. with a bid of \$41,576.83 was determined to have submitted the lowest, responsible and qualified bid for traffic control cabinet assemblies. Southwest Traffic Systems, Inc. with a bid of \$25,992 and \$73,968.90 was determined to have submitted the lowest, responsible and qualified bid for emergency vehicle preemption equipment and video detection systems, respectively. Phoenix Highway Products with a bid of \$14,328.09 was determined to have submitted the lowest, responsible and qualified bid for actuated signal controller (ASC) equipment.

Staff has determined that by utilizing these contracts, equipment for Capital Improvement Program (CIP) projects and citywide operation, maintenance and repair can be procured in a timely and effective manner.

SCHEDULE:

Staff anticipates issuing purchase orders for equipment throughout the fiscal year. The contracts will be utilized for ordering equipment for CIP projects and general operation and maintenance items.

BUDGETARY IMPACT:

The contract with McCain, Inc. is in an amount not-to-exceed \$41,576.83. The contract with Southwest Traffic Systems, Inc. is in an amount not-to-exceed \$99,960.90 and the contract with Phoenix Highway Products is in an amount not-to-exceed \$14,328.09. The contract pricing was quoted for a period of one year. Funding for this fiscal year's general operation, maintenance and repair equipment is available in Traffic Engineering's Operating Budget Line Item 201-5925-00-7691, Traffic Signals. CIP project equipment will be provided from the respective CIP project's line item in both the current and next fiscal year's budgets.

RECOMMENDATION:

Staff recommends that City Council award Materials Purchase Contracts to McCain, Inc. in the amount of \$41,576.83 to purchase traffic control cabinet assemblies, to Southwest Traffic Systems, Inc. in the amount of \$25,992 to purchase emergency vehicle preemption equipment, to Southwest Traffic Systems, Inc. in the amount of \$73,968.90 to purchase video detection systems, and to Phoenix Highway Products in the amount of \$14,328.09 to purchase actuated signal controller (ASC) equipment, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

Contracts are on file with the City Clerk.

ATTACHMENTS:

Click to download

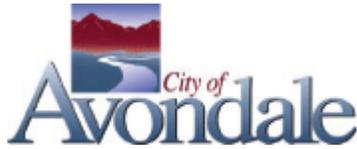
 [Bid Tabulation](#)

CITY OF AVONDALE
 BID TABULATION SHEET
 "Traffic Signal Equipment"
 RFQ EN 09-021

Due Date: October 30, 2008

Engineering Department				Phoenix Highway Products		Southwest Traffic Systems, Inc.		McCain, Inc.		AM Signal	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Traffic Controller Assembly/Cabinet	EA	6	\$ 7,890.00	\$ 47,340.00	No Bid	No Bid	\$ 6,562.00	\$ 39,372.00	\$ 5,974.00	\$ 35,844.00
2	Emergency Vehicle Preemption										
	2.1 Optical Signal Processor (OSP) Card	EA	6	No Bid	No Bid	\$ 2,476.00	\$ 14,856.00	No Bid	No Bid	No Bid	No Bid
	2.2 2090-ST and 2091-ST Detectors	EA	24	No Bid	No Bid	\$ 381.00	\$ 9,144.00	No Bid	No Bid	No Bid	No Bid
3	Video Detection System	EA	4	No Bid	No Bid	\$ 17,075.00	\$ 68,300.00	No Bid	No Bid	No Bid	No Bid
4	Actuated Signal Controller (ASC)	EA	6	\$ 2,205.00	\$ 13,230.00	\$ 3,450.00	\$ 20,700.00	No Bid	No Bid	No Bid	No Bid
	Subtotal				\$ 60,570.00		\$ 113,000.00		\$ 39,372.00		\$ 35,844.00
	Tax				\$ 5,027.31		\$ 9,379.00		\$ 2,204.83		\$ 3,154.27
	Total Submitted by Bidder				\$ 65,597.31		\$ 122,379.00		\$ 41,576.83		\$ 38,998.27
	Delivery within 45 days?				*		Yes		Yes		Yes
	Is this quote FOB Destination?				Yes		Yes		Yes		Yes
	Estimated charge for freight (if added):				NA		NA		NA		NA
	Is contract properly signed?				Yes		Yes		Yes		Yes
	Business License Attached?				Yes		Yes		No		Yes
	Addendum #1 attached				Yes		Yes		Yes		No
	Exceptions to specifications?				*Yes		No		No		No

*Phoenix Highway Products cannot guarantee the equipment will be delivered within the 45 days specified in the bid documents. Typical lead time would be 60 days barring unforeseen circumstances outside the control of Phoenix Highway Products.



DEVELOPMENT SERVICES

SUBJECT:
Public Hearing for a Conditional Use Permit -
Sterling Plaza West, LLC (CU-08-4)

MEETING DATE:
November 17, 2008

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

REQUEST: Conditional Use Permit for a Child Care Facility in Old Town Avondale Business (OTAB) Zoning District

PARCEL SIZE: 0.87 acres (37,895 square feet)

LOCATION: 506 East Western Avenue

APPLICANT: Emanuel Scarpinato, owner

OWNER: Sterling Plaza West, LLC

BACKGROUND:

The subject property is located within the original incorporation of the City. It is zoned OTAB, and is located across Western Avenue directly north of the new Library. Site Plan approval was issued July 6, 2007 (case DR-07-14) and a Certificate of Completion was issued June 26, 2008. The subject property consists of two one-story multi-tenant buildings of 16,064 square feet.

On August 4, 2008, City Council approved an amendment to Section 3 Commercial Districts, OTAB District, of the Zoning Ordinance to allow child care in the OTAB District as a Conditional Use.

On October 20, 2008, City Council denied the request for a Conditional use Permit for a child care facility. [Exhibit G]

On November 3, 2008, the Council approved a request to reconsider the case at a public hearing scheduled for November 17, 2008.

SUMMARY OF REQUEST:

1. The applicant is requesting a Conditional Use Permit (CUP) to allow a child care facility. The facility will occupy the northern suite of 5,572 square feet.
2. The development on was issued a Certificate of Occupancy on August 18, 2008. This request would modify the existing site by removing one parking space, expanding the enclosed outdoor area from 1,040 square feet to 2,080 square feet, and converting the outdoor area to a play area for the children by replacing the decomposed granite with play furniture and soft ground covering.

PARTICIPATION:

The applicant conducted a neighborhood meeting on August 15, 2008 at Avondale City Hall. Letters were mailed to 124 property owners located within 500 feet of the property on July 25, 2008. A sign was posted on the property on July 28, 2008. The neighborhood meeting was advertised in the West

Valley View on July 29, 2008. Two individuals attended the meeting, and asked questions about the number of children to be enrolled, location of the children's play area, and anticipated future tenants of the other suites (Exhibit D). No other communication was received by staff regarding this application.

A notice of the Planning Commission hearing was published in the West Valley View September 2, 2008. The property was posted August 29, 2008, and letters were mailed out to 124 property owners August 25, 2008. On September 18, 2008, Ms. Deborah Royer, a small business owner on Western Avenue adjacent to the Avondale Public Library Sam Garcia Branch and the subject property, spoke with staff on the telephone and stated her opposition to the request. Ms. Royer stated she felt the proposed child care center would occupy valuable parking needed for retail uses on Western Avenue, ran contrary to the types of businesses desired on Western Avenue, did not fit into the character of the Sterling Plaza West development, and would not attract parents who were likely to shop on Western Avenue. Ms. Royer also spoke at the Planning Commission meeting.

A notice of the City Council hearing was published in the West Valley View on September 30, 2008. The meeting sign was updated to reflect the October 20th City Council date on September 2, 2008. Letters were mailed out to 124 property owners on October 1, 2008. On September 30, 2008, Ms. Colleen Stone, owner of Keepsake Trophy, located across 5th Avenue from the subject property, spoke with staff on the telephone and stated her opposition to the request. Ms. Stone stated she felt the proposed child care center would not attract parents who were likely to shop on Western Avenue, and that she was opposed to the proposed use anywhere on Western Avenue.

A notice of the City Council public hearing was published in the West Valley View on October 31, 2008. On October 30, 2008, the meeting sign was updated to reflect the November 17th City Council date. Letters were mailed out to 135 property owners and interested parties on October 31, 2008 and November 4, 2008, to include the signed petition attached. [Exhibit H]

On October 28, 2008, the applicant provided a petition in favor of the proposed use signed by 41 people who reside or own businesses in the immediate vicinity of the subject property. [Exhibit I]

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on September 18, 2008, and voted 6-0 to recommend **APPROVAL** of this request subject to the following stipulations (Exhibit F):

1. Development shall be in substantial conformance with the application narrative, site plan and landscape plan dated September 9, 2008.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

During the applicant presentation, the Planning Commission directed the applicant to replace the proposed Mulberry trees with trees from the Arizona Department of Water Resources (ADWR) approved low-water use list. The applicant agreed. The trees have been changed to modesto ash. This tree is not from the ADWR approved plant list, and staff has some concerns about the maintenance requirements of the tree. Staff is proposing a stipulation that the approved Landscape Plan contain trees in the outdoor play area that are from the ADWR list and selected for shade qualities, durability, and child-friendliness.

ANALYSIS:

The Zoning Ordinance contains five required findings to be met in order to approve a Conditional Use Permit (108.C.2 A.Z.O.). They are:

1. *That the proposed use (i) is consistent with the land-use designation set forth in the general plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding*

area.

The proposed use is consistent with the Mixed Use land use designation of the subject property, furthers the City's guidelines and objectives for development of the area, and will be consistent with the desired character in Old Town. The intent of Mixed Use is to encourage a mix of high intensity uses with a commercial emphasis. Mixed uses may include neighborhood and community retail, residential, hotel/motel, and employment. This use supports the primary employment and retail uses in the area and within the center by providing a needed service for employees.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

The proposed use will be compatible with nearby land uses, will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or public welfare in general. The use will entail pre-school children and infants being dropped off at the facility by their parents in the morning and picked up in the evening hours, primarily by vehicle. Hours of operation will be limited to 6 a.m. to 10 p.m. Monday through Saturday. A maximum of 84 children are proposed. The children will play indoors throughout most of the day, with occasional recesses outside in the secured outdoor play area to the north of the building. Approximately ten to fifteen percent (8 - 12) of the children will be outside at any one time. The business hours, vehicular access, and primarily indoor nature of the use is compatible with the nearby uses and the Old Town area. Surrounding existing uses are residential (north and east), a church and a trophy shop (west), and the Old Town Avondale Library (south). The outdoor play area will be enclosed and separated from the residences to the north and east by an existing six foot height block wall. A new block wall with view fencing will be constructed facing south into the parking area (Exhibit E).

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including but not limited to setbacks, parking, screening, and landscaping.

The proposed use will be located in an existing building that meets all requirements of the Zoning Ordinance. The applicant is proposing to expand the outdoor play area from 1,040 square feet to 2,080 square feet. Vehicular access will be via two driveways on 5th Street. Pick-up and drop-off will be in four designated parking spaces marked by signage in front of the business, thus avoiding children having to cross the parking drive aisle. Employees will be directed to park offsite. Changes to the approved site plan proposed include: expansion of the outdoor area on the north side of the building to provide for a play area; elimination of one on-site parking space to accommodate expansion of the play area; coverage of the outdoor area with a child-friendly surface, play equipment, and a shade structure; and signage to mark the four parking spaces in front of the business as for pick-up and drop-off only. (Exhibit E)

The amended site plan complies with all requirements of the Zoning Ordinance, including safe onsite vehicle circulation, setbacks, parking, screening and landscaping. There are 29 onsite parking spaces and 53 offsite parking spaces within 100 feet, as allowed by the Old Town Avondale Business (OTAB) District regulations, for a total of 82 available parking spaces. The site plan has been amended to show the 12 off-site parking spaces on 5th Street adjacent to the site. The child care center use requires a total of 12 parking spaces. The existing Grill On the Go restaurant requires 13 parking spaces. If the remaining 9,233 square feet of building area is parked for offices, it requires an additional 46 parking spaces, for a total of 71 parking spaces required for the entire site. If the remaining building is parked for retail, it requires an additional 31 parking spaces, for a total of 56 required parking spaces. Both totals are less than the 82 available. Therefore, the site is adequate in size and shape to accommodate the request and meet the required parking standards of the Zoning Ordinance.

4. *That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.*

The site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use. Comparing the child care use to a general retail use, the child care use will generate a greater amount of traffic during the weekday morning and evening times, but less traffic between weekday a.m. and p.m. peak hour times, as well as less traffic on the weekends. The proposed use and site plan complies with all development review criteria. The proposed hours of operation are 6 am to 10 pm Monday through Saturday. The hours would not conflict with the onsite retail, restaurant and office uses, nor with the Old Town area in general.

5. *That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.*

The outdoor play area is enclosed along the north, north-west and east by a six foot height block wall, and landscaping will be provided within. A view fence has been incorporated into the outdoor play area perimeter wall along the south to allow children to see out and law enforcement to see in. Hours of operation are requested to be Monday through Saturday 6 a.m. to 10 p.m. for a maximum number of 84 children (Exhibit E).

Staff is proposing a stipulation that four of the onsite parking spaces in front of the child care center business be marked with signage for pick-up and drop-off only. The applicant agrees to this stipulation.

Staff has removed a previously recommended stipulation regarding outdoor play area trees as the applicant has amended the site plan to comply with staff's direction.

FINDINGS:

The proposed rezoning meets the five required findings of the Zoning Ordinance.

RECOMMENDATION:

The City Council should **APPROVE** application CU-08-4, subject to the following 3 stipulations:

1. Development shall be in substantial conformance with the application narrative, site plan and landscape plan dated September 9, 2008.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.
3. Four of the onsite parking spaces located directly in front of the business shall be designated with signage for pick-up and drop-off only.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application CU-08-4, a request for a Conditional Use Permit for a Child Care Facility in the Old Town Avondale Business District, subject to three staff recommended stipulations.

ATTACHMENTS:

Click to download

- 📄 [Exhibit A - Zoning Vicinity Map](#)
- 📄 [Exhibit B - Aerial Photo January 2008](#)
- 📄 [Exhibit C - Summary of Facts](#)
- 📄 [Exhibit D - Summary of the August 14, 2008 Neighborhood Meeting](#)
- 📄 [Exhibit E - Project Narrative dated November 4, 2008](#)
- 📄 [Exhibit E - Landscape Plan & Site Plan dated November 4, 2008](#)

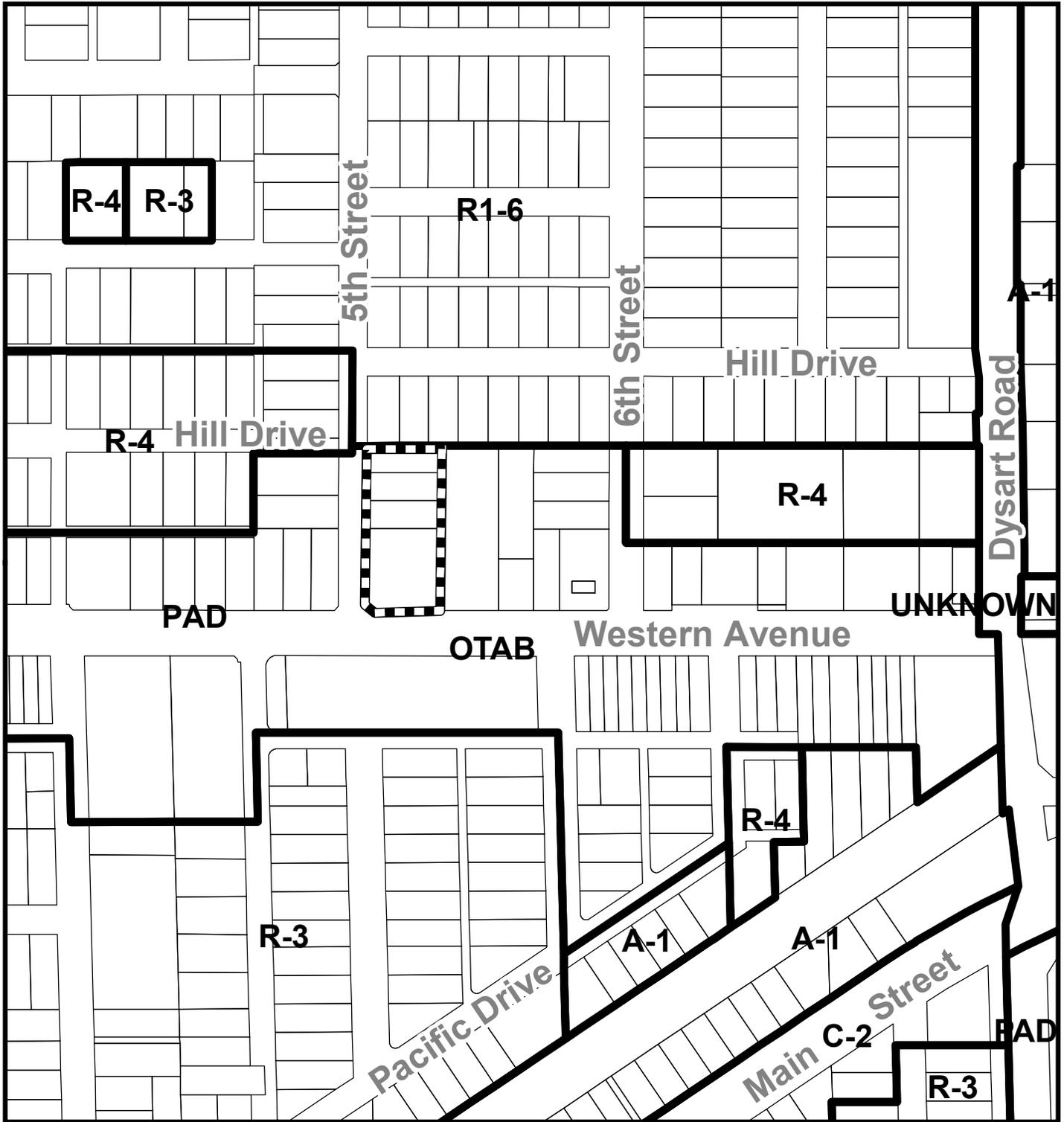
- ▢ [Exhibit F - Excerpts of the Draft Minutes of the September 18, 2008 Planning Commission](#)
- ▢ [Exhibit G - Excerpts of the Draft Minutes of the October 20, 2008 City Council](#)
- ▢ [Exhibit H - Petition in Opposition to the Proposed Use dated October 20, 2008](#)
- ▢ [Exhibit I - Petition in Favor of the Proposed Use](#)

FULL SIZE COPIES (Council Only):

Exhibit E - Site Plan & Landscape Plan

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017



**Zoning Map
Sterling Plaza West
CU-08-4**



Subject Property





2008 Aerial Photograph
Sterling Plaza West
CU-08-4



Subject Property



SUMMARY OF RELATED FACTS

APPLICATION CU-08-4

<i>THE PROPERTY</i>	
PARCEL SIZE	0.87 acres (37,8956 square feet)
LOCATION	SEC of Western Ave. & 5 th St.
PHYSICAL CHARACTERISTICS	Rectangular and level surface, occupied by 16,064 sf of building
EXISTING LAND USE	Multi-tenant commercial building
EXISTING ZONING	Old Town Avondale Business (OTAB)
ZONING HISTORY	A part of the original town incorporated 12/16/1946
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	R1-6 (Single Family Residential)
EAST	OTAB (Old Town Avondale Business District) - Mobile Home Park
SOUTH	OTAB (Old Town Avondale Business District) - Old Town Avondale Library
WEST	OTAB (Old Town Avondale Business District) - trophy shop & church

GENERAL PLAN

The subject property is designated as Employment on the General Plan Land Use Map.

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Avondale Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Pioneer Elementary School
HIGH SCHOOL	Agua Fria High School

STREETS

Western Avenue

Classification	Minor Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	One traffic lane, angled parking, curb and gutter, street light, sidewalk, landscaping
Standard half street improvements	One traffic lane, angled parking, curb and gutter, street light, sidewalk, landscaping

STREETS

5th Street

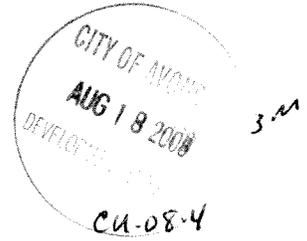
Classification	Local Street
Existing half street ROW	25 feet
Standard half street ROW	25 feet
Existing half street improvements	One traffic lane, curb and gutter, sidewalk, and landscaping
Standard half street improvements	One traffic lane, curb and gutter, sidewalk, and landscaping

UTILITIES

There is an existing 8” water line in Western Avenue & 12” water line in 5th Street across both frontages of the subject property.
There is an existing 6” sewer line in 5th Street at the northeast corner of the property.

Sterling Ridge Construction, Inc.
Dba SRR Construction
5025 North Central Ave #498
Phoenix, AZ 85012
602-264-2903

August 15, 2008



City of Avondale
11465 W Civic Center Drive #110
Avondale, Arizona 85323
Attn: Eric Morgan
Planner II

Re: Sterling Plaza West
506 E Western Ave
CU-08-4

Dear Mr. Morgan:

As per your July 21st letter we are proceeding with the Citizen Review Process and have completed the following:

- Neighborhood meeting was held last night, August 14, 2008.
- Attached is the sign-in sheet.
- The following is a written description of what happened at meeting:
- 2 people showed up (see attached sign-in sheet) and were gone by 6:30 pm.
Robbie Knowlton - stopped in and reviewed site plan. Wanted to know if a beauty salon would be located there. She was happy about the library location and commented that child care would be a needed use in area.
Sallie Heineman - Our neighbor to the east stopped by and wished us good luck with the project. She informed us that the YMCA was opening a day care center at the high school. She questioned the amount of children for the enrollment. She wanted us to point out the play area to her.

At this point, we believe, we are in complete compliance with your July 21st, 2008, requests.

Thank you for your help.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra L. Scarpinato".

Debra L. Scarpinato
Vice President

STERLING PLAZA WEST, 506 East Western Ave, Avondale, Arizona

CONDITIONAL USE PERMIT (CU-08-4)

NEIGHBORHOOD MEETING

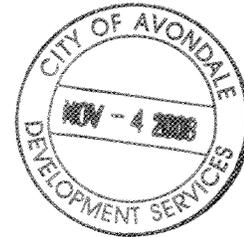
THURSDAY, AUGUST 14, 2008

SIGN IN SHEET

NAME	ADDRESS
1. <i>Sobbie Knowlton</i>	<i>2626 N. 115th Drive</i> ^{Avondale 85392}
2. _____	<i>Excellent project - well needed!</i>
3. <i>Sally Hineman</i>	<i>multiple addresses - Old Town</i>
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____

Sterling Ridge Construction, Inc.
Dba SRR Construction
5025 North Central Ave #498
Phoenix, AZ 85012

November 3, 2008



City of Avondale
Planning and Building Services
11465 W Civic Center Drive – Suite 110
Avondale, AZ 85323
Attn: Eric Morgan

Project Name: Sterling Plaza West Case #CU-08-4
506 East Western Ave, Avondale
Development by: Sterling Ridge Construction
Architecture by: OBA, Inc.
Re: Answer to Eric Morgan (City of Avondale) review comments 7-14-08

Question #1

3a. The General Plan identifies this property as Mixed Use. A child care center is an appropriate use in Mixed Use terms.

3b. The changes to the site are:

- The play area is enlarged. The existing garden area measures 1,040 sq. ft. when expanded. The children's play area totals 2,080 sq. ft.
- A see through wall is to be built (3' high masonry with wrought iron fencing above to 6' total for the wall). This wall looks into the parking area.
- 1 parking space is lost by the new wall. The result is 29 spaces in lieu of 30. The original plan showed 32 on-site spaces, 2 were lost to the transformer, and therefore the new plan shows 29 spaces. The total number, is 80 assumed required, with 82 provided.
- For the landscaping area, the original plan has 3863 sq. ft. required and 4437 sq. ft. provided. The new plan adds 260 sq. ft. landscaping area to 4697 sq. ft.
- The landscape area changes from child friendly to child proof. Shrubs to be upgraded or removed.
- The state uses the smallest number of kids from 3 elements to establish the size of the center. (1) The size of the play area, (2) The size of the classrooms and (3) the number of the toilet fixture count. The play area calculation is the sq. ft. of the area divided by 75, multiplied by 2.
- The play area requires a 10 ft. buffer, and this plan has a 15'9" buffer. The buffer is the alley. We assume it is a city issue to maintain it.

3c. Compatibility:

- Extraneous noise will be minimized by the number of kids. 10% to 15% (6 to 10 kids) will be outside at one time. The plants, paving, canopies and the buffering will adjust the noise level. To the North is a residence that has their carport and alley acting as a

buffer. To the east are unoccupied house trailers. The NE corner only shares 20 ft. of East property.

- The area will be used for 2 hours in the morning and 2 hours in the afternoon for Monday thru Saturday. (10-12 am and 2-4 pm).
- Sound absorption will occur by use of various materials in play area: grass, indoor-outdoor carpeting, shade canopy etc. Minimal amount of concrete surface to be used, if at all.

3d. Site Design:

- Changes to the site are minimal. Most of the area to be used is existing landscaping. At the north end of the building the wall separating the garden from one parking space and border landscaping will be removed. (Approximately 16' of the existing 20' wall). The garden is still a garden, whether tenants use it for lunch or children play in it. The sidewalk, curb and asphalt of one parking space also to be removed to accommodate more play area. A new 3'0" high masonry wall, to match existing parking site improvements will be installed. Wrought iron, see through, railing similar to front entrance, will enclose play area. Child proof and child friendly shrubs and trees to be installed within.

3e. Will comply, see traffic statement.

- The facility will be seeking a license for maximum amount of children ranging in age from infants to 4-5 year olds. That number will be approximately 84. At capacity this will require approximately 9 employees. If the 5800 sq. ft. were office space the parking requirement should be 29 spaces!

3f. Changes to the wall and landscaping are discussed in 3D and are shown on revised site and landscape plans. Shade is state mandated and in this case is mitigated somewhat by an existing canopy on building and location at north end of building. (18'0" high building wall shields most of play area most of day). A small canopy will be installed in new area if necessary, to augment shade requirement.

3g. The outdoor play area is approximately 2080 sq. ft. The number of children using it at any one time will be approximately 6-10, Monday thru Saturday, from 10am – 12 noon and from 2 pm to 4pm. Play equipment will consist of children's plastic tables and chairs, bikes, NO SWING SETS, NO SLIDES. Additional shade structures provided: 0-2.

3h. Hours of operation will depend, in a large part on attendance. It is expected that this facility will be open Mon – Sat, from 6 am – 10 pm. Some employees will be present one hour before opening and two hours after closing. Past experience states that parents will drop off children at 6, 7 & 8 am, and will pick them up at 4, 5 and 6 pm.

Site Plan and Landscape Plan:

4. Will comply, see site plan.
5. Will comply, see site plan.
6. Will comply, see site plan.
7. Will comply, see site plan.
8. Will comply, see traffic statement.
9. Will comply, see traffic statement.

10. Will comply, see site plan.
11. Out
12. Will comply, see site plan.
13. Will comply, see site plan.
14. We will comply.

Sincerely,

A handwritten signature in black ink, appearing to read "E M Scarpinato". The signature is written in a cursive style with a large, stylized initial "E" and "M".

Emanuel M. Scarpinato



OBA, INC. ARCHITECTURE
J. TERRY SEWELL, ARCHITECT
2805 N. 58TH ST. • SCOTTSDALE, AZ 85257 • OFF: 480-949-8687



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FIRST ISSUE DATE: 12.12.06
REVISION DATE: 01.17.07
REVISION: 02.09.07

PROJECT: STERLING PLAZA WEST
506 E WESTERN AVE
AVONDALE, AZ 85323

CONTENTS OF SHEET:
LANDSCAPE PLAN
SHEET
DRAWN BY:
LS-2
JOB NO:
20439

LANDSCAPE PLAN STERLING PLAZA WEST

506 E. WESTERN AVENUE
AVONDALE, AZ 85323

PLANTING DATA SHEET

LANDSCAPE AREAS COMMERCIAL ONLY	REQUIRED	PROVIDED
A. ON-SITE LANDSCAPE AREA COMMERCIAL: 10% OF NET SITE AREA. INDUSTRIAL: 5% OF NET SITE AREA	3863 SQ. FT.	4916 SQ. FT.
B. RESIDENTIAL BUFFER LANDSCAPE AREA 10 FT FROM ALL RESIDENTIAL BOUNDARIES	1302 SQ. FT.	1707 SQ. FT.
C. PARKING LANDSCAPE AREA MINIMUM 5%	5 %	8 %
D. PARKING ISLANDS 1 PER 12 CONSECUTIVE PARKING SPACES. MINIMUM 5' WIDE MIN. 50 SF.	150 SQ. FT.	610 SQ. FT.
E. FOUNDATION PLANTING 33% OF BUILDING FRONTAGE FOR BUILDINGS FRONTING ON PUBLIC STREETS.	357' X 33% = 118'	PROVIDED = 181'

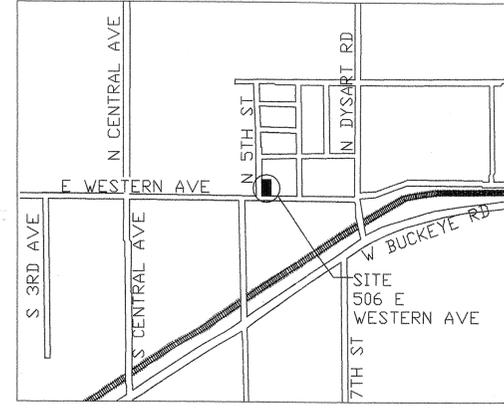
LANDSCAPE PLANTINGS	REQUIRED	PROVIDED
RIGHT OF WAY LANDSCAPE PLANTINGS		
F. TREES: 1 PER 20' OF STREET FRONTAGE	N/A	TREES
G. SHRUBS: 2 PER 20' OF STREET FRONTAGE	DOES NOT APPLY	SHRUBS
H. SHRUB & GROUNDCOVER AREA 25%	PROJ. NOT IN R.O.W.	SQ. FT.
PARKING SPACE PLANTINGS		
I. TREES: 1 PER 8 PARKING SPACES	4 TREES	6 TREES
RESIDENTIAL BUFFER PLANTINGS		
J. TREES: 1 PER 20' OF RESIDENTIAL BOUNDARIES	7 TREES	7 TREES
SPECIAL PLANTING REQUIREMENTS (PAD, ZONING, ETC)		
TOTALS		
TOTAL LANDSCAPE AREAS (A & B)	5165	6125
TOTAL USEABLE OPEN SPACE PERCENT (PAD ONLY)	N/A	N/A
TOTAL TREES (F+I+J)	11	22
TOTAL 24" BOX TREES (25% OF TOTAL TREES)	ALL TREES 24" BOX	100%
TOTAL SHRUBS (G)	0	32
TOTAL GROUNDCOVER	?	579 SF.

GENERAL NOTES:

1. THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT OF WAY.
2. A 3 FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH WHEN MATURE.

THE CITY APPROVES THESE PLANS FOR CONCEPT AND ACCEPTS NO LIABILITY FOR ERRORS AND OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF AVONDALE CONSTRUCTION SPECIFICATIONS CURRENTLY ON FILE & AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.



2 VICINITY MAP
NTS
NORTH

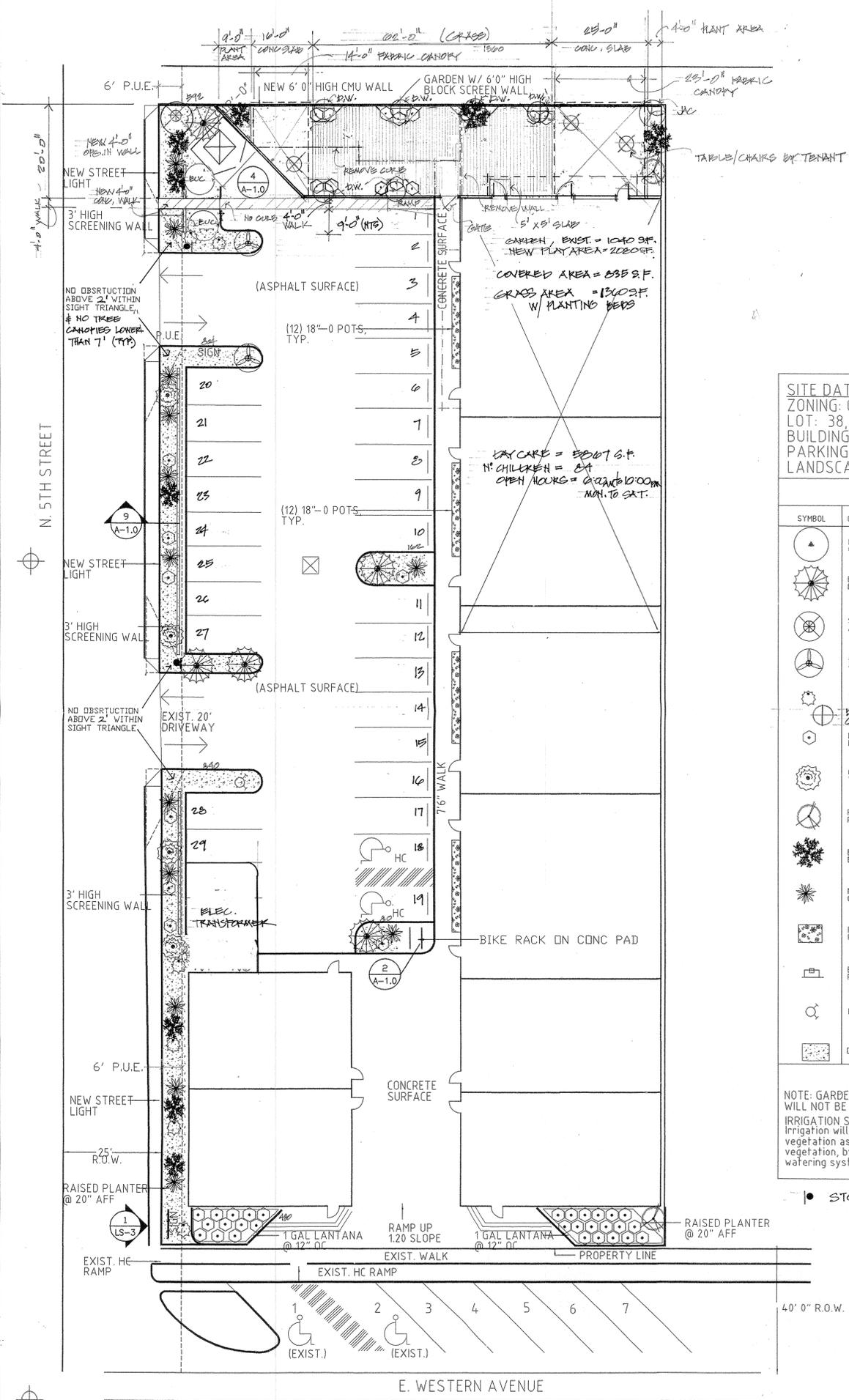
SITE DATA TABLE
ZONING: OTAB
LOT: 38,631 SF
BUILDING: 16,064 SF (42%)
PARKING: 29 SPACES (2 HC)
LANDSCAPING: 4,376 SF (11%)

LANDSCAPE KEY				
SYMBOL	COMMON/BOTANICAL NAME	QUANTITY	SIZE @ INSTALLATION	SIZE @ MATURITY
▲	PALO BREA CERCIDUEM PRAECOX		24" BOX	20'
☼	EUCALYPTUS EUCALYPTUS SPATHULATA	8	24" BOX	20'
☼	SWEET ACACIA ACACIA FARNESIANA	1	24" BOX	15'
☼	JACARANDA JACARANDA ACUTIFOLIA	1	24" BOX	15'
☼	ROSEMARY ROSEMARY OFFICINALIS	11	1 GALLON	3'X3'
☼	ROSEMARY ROSEMARY OFFICINALIS	6	15 GALLON	15'
☼	CHILIPES LINEARIS		1 GALLON	3'X3'
☼	LANTANA LANTANA MONTEVIDENSIS	30	1 GALLON	3'X3'
☼	CAPE HONEYSUCKLE TECOMARIA CAPENSIS	5	5 GALLON	4'X5'
☼	PASSION VINE PASSIFLORA	2	5 GALLON	6' VINE
☼	BOUGAINVILLEA B. BRASILIENSIS	9	5 GALLON	6' VINE
☼	MEXICAN BIRD OF PARADISE CAESALPINIA MEXICANA	17	5 GALLON	9'
☼	PETUNIA PETUNIA HYBRIDA	48 POTS	18" SPREAD	18" SPREAD
☼	BACKFLOW PREVENTER			
☼	FIRE HYDRANT			
☼	DECOMPOSED GRANITE			

NOTE: GARDEN AREA AT NORTH END OF PROPERTY WILL NOT BE USED FOR OUTDOOR STORAGE.
IRRIGATION SYSTEM:
Irrigation will be provided to all newly planted vegetation as well as to any relocated native vegetation, by permanent, automatic, underground watering system consisting of automatic drip.

● STOP SIGN

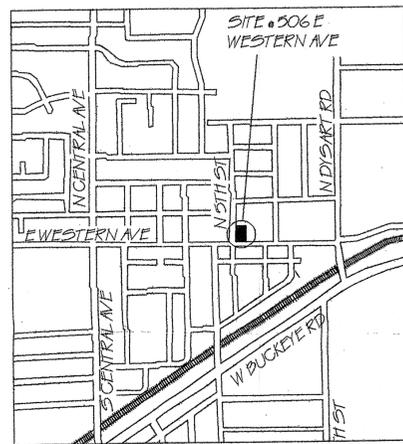
GIARDINELLO & LIRA, LLC
16765 PARKVIEW SUITE 103
FOUNTAIN HILLS, AZ 85268
602-538-2209
ROC 225283 K-21



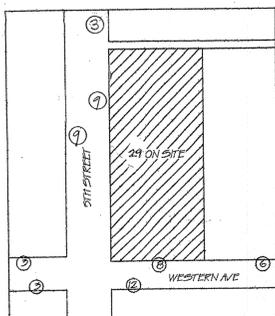
CASE # L-00-30

SHEET INDEX

DRAWING NO.	DRAWING TITLE
SP-1	SITE PLAN & PROJECT DATA
SHEET 1 OF 2	SITE IMPROVEMENTS
SHEET 2 OF 2	GRADING AND DRAINAGE PLAN
LS-1	LANDSCAPE PLAN
L1	PHOTOMETRIC PLAN
A1	FOUNDATION FLOOR PLAN
A2	NOTATION FLOOR PLAN
A3	ROOF PLAN
A4	FLOOR FINISH
A50	BUILDING SECTIONS
A51	BUILDING SECTIONS
A52	WALL SECTIONS
A53	WALL SECTIONS
S1	GENERAL STRUCTURE NOTES
S2	TYPICAL DETAILS
S3	TYPICAL DETAILS
S4	FOUNDATION DETAILS
S5	FOUNDATION DETAILS
S6	FOUNDATION DETAILS
S7	FRAMING DETAILS
M-1	MECHANICAL FLOOR PLAN
P-1	PLUMBING FLOOR PLAN
E-0	PHOTOMETRIC SITE PLAN
E-1	ELECTRICAL SITE PLAN
E-2	ELECTRICAL FLOOR PLAN
E-3	ELECTRICAL SPECIFICATION
FA-00	FIRE ALARM COVER SHEET
FA-01	FIRE ALARM FLOOR PLAN
FA-02	FIRE RISERS CALC. & DETAILS
FA-03	POINT-TO-POINT INSTALLATION DETAIL
FP-1	FIRE PROTECTION FLOOR PLAN



2 VICINITY MAP
NTS



3 OFF-SITE PARKING STALLS
NTS

CODE INFORMATION

2002 NATIONAL ELECTRICAL CODE (NEC)
2002 INTERNATIONAL BUILDING CODE (IBC)
1994 UNIFORM PLUMBING CODE (UPC)
2002 INTERNATIONAL MECHANICAL CODE (IMC)
2002 INTERNATIONAL FIRE CODE (IFC)

PROJECT INFORMATION

OWNER: EMANUEL M. SCARPINATO
318 E TUCKER LANE
PHOENIX, AZ 85012

ARCHITECT: J. TERRY SEWELL
2805 N 28TH STREET
SCOTTSDALE, AZ 85227

BUILDING ADDRESS: 506 E WESTERN AVE
AVONDALE, AZ 85322

ZONING: OT10
ADJACENT ZONING: OT10

CONSTRUCTION TYPE: V-2, W/ APPROVED AUTOMATIC FIRE
SPRINKLER SYSTEM

PARCEL NUMBERS: 500-20-11, 500-20-10,
500-20-13, 500-20-11-A

BUILDING AREA: SUITE #103 - 1491 SF, SUITE #101 - 1491 SF
SUITE #105 - 2496 SF, SUITE #106 - 2496 SF
SUITE #107 - 2496 SF, SUITE #108 - 3076 SF
SUITE #104 - 1259 SF, SUITE #102 - 1259 SF
16,064 SF TOTAL (SINGLE STORY)

SITE ACREAGE: 37,728 SF

LANDSCAPING: 4376 SF, -11X

PARKING REQUIRED: 16,064 SF / 200 = 80 CARS

PARKING PROVIDED: 29 ON-SITE (2 IFC)
59 CARS OFF-SITE WITHIN 100'

NON-SEPARATED USES

ALLOWABLE BUILDING AREAS & HEIGHTS FOR TYPE V-B CONSTRUCTION
(PROBABLE OCCUPANCIES)

A2 = 6,000 SF (1-STORY) - (MOST RESTRICTIVE)
B = 9,000 SF (2-STORY)
M = 9,000 SF (1-STORY)

AUTOMATIC FIRE SPRINKLERED SYSTEM ALLOWABLE INCREASES

A2 = 1,200% = 18,000 SF, ALLOWABLE = 16,064 SF (ACTUAL)

LEGAL DESCRIPTION

LOTS 9, 11, 13, 15, 16, AND 17, IRVING PLACE, ACCORDING TO BOOK 28 OF MAPS,
PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA; MORE PARTICULARLY
DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 15,
THENCE N00D1249W, ALONG THE WEST LINE OF LOTS 15, 12, 11, AND 9, A
DISTANCE OF 2900.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 9,
THENCE S89D0922'E, ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF
100.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 9, THENCE
S00D0204'E, ALONG THE EAST LINE OF LOT 9, 11, 13, AND 17, A DISTANCE OF
2900.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17, THENCE
N90D00'00"W, A DISTANCE OF 129.28 FEET TO THE POINT OF BEGINNING.

SECTION TOWNSHIP RANGE: 10 IN 1W

BUSINESS HOURS: 08:00am to 10:00pm, MONDAY TO SAT.

NUMBER OF CHILDREN: = 84

PARKING CONFIGURATIONS

PROVIDED: 29 ON SITE, 53 OFF SITE WITHIN 100' = 82 TOTAL

1) IF ALL OFFICE SPACE, 16,064 / 200 = 80 PARKING STALLS

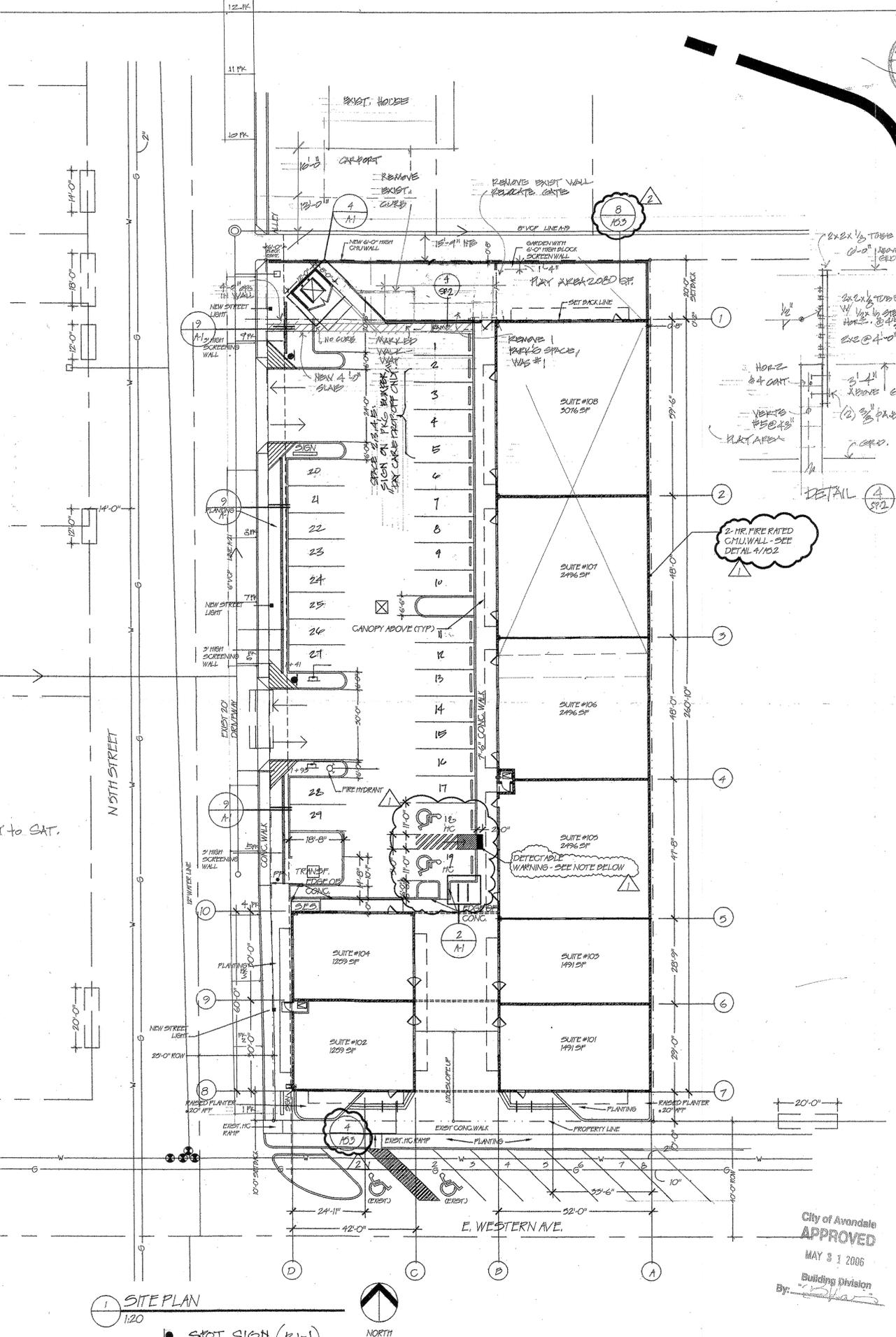
2) IF ALL RETAIL SPACE, 16,064 / 300 = 54 PARKING STALLS

3) IF STORE 6B IS RESTAURANT, 1259 / 50 = 25
STORE 6A IS KITCHEN, 1259 / 300 = 4
STORES 1A, 1B, 2 ARE RETAIL, 5478 / 300 = 18
STORES 3, 4, 5 ARE OFFICE, 8068 / 200 = 40
TOTAL SPACES = 82

4) 12 SPACES FOR DAYCARE

DETECTABLE WARNING

RAISED TRUNCATED DOME'S W/ A DIA OF NOMINAL .09 IN,
AND A HEIGHT OF NOMINAL .02 IN, AND CENTER TO CENTER
SPACINGS OF NOMINAL 2.35 IN, AND SHALL CONTRAST
VISUALLY WITH ADJOIN SURFACES, EITHER LIGHT ON DARK
OR DARK ON LIGHT. THE MATERIAL USED TO PROVIDE
CONTRAST SHALL BE INTEGRAL PART OF WALKING SURFACE



1 SITE PLAN
1/20

SPOT SIGN (K1-1)



OBAMA, INC. ARCHITECTURE
J. TERRY SEWELL, ARCHITECT



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FIRST ISSUE DATE: 05/03/06
REVISION DATE: 05/26/06 - CITY COMMENTS
05/26/06 - CLARIFICATION
REVISION 7.15.06 TO MATCH L&I

PROJECT: STERLING PLAZA WEST
506 E WESTERN AVE
AVONDALE, AZ 85322

CONTENTS OF SHEET:
DRAWN BY:
SHEET: SP-2
OF:
JOB NO.: 20429

City of Avondale
APPROVED
MAY 31 2006
Building Division
By: [Signature]

P. 25.05 / 5.25.05 / 10.30.05 / 11.3.06

Excerpt of the Draft Minutes of the regular Planning Commission meeting held September 18, 2008 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Michael Demlong, Vice Chair
Al Lageschulte, Commissioner
Edward Meringer, Commissioner
Angela Cotera, Commissioner
Linda Webster, Commissioner
Lisa Amos, Commissioner

COMMISSIONER ABSENT

Chairperson David Iwanski

CITY STAFF PRESENT

Brian Berndt, Development Services Director
Tracy Stevens, Planning Manager
Eric Morgan, Planner II, Development Services
Scott Wilken, Senior Planner, Development Services Department
Chris Schmaltz, Attorney

VII. PUBLIC HEARING ITEMS

5. CU-08-4: Mr. Emanuel Scarpinato of Sterling Ridge Construction, 5025 N. Central Avenue, Phoenix, AZ 85012, is requesting a Conditional Use Permit for a Child Care Facility in Old Town Avondale Zoning District (OTAB). The property is located at 506 E. Western Avenue. Staff Contact: Eric Morgan.

Eric Morgan, Planner II, Development Services, stated this is a request for a Conditional Use Permit for a child care center use in the Old Town Avondale Business (OTAB) zoning district. He reminded the Commission that on August 4, 2008 the City Council approved an amendment to Section 3, Commercial Districts, to allow a child care center use in the OTAB district with a Conditional Use Permit. Mr. Morgan stated the subject property is located at 506 E. Western Avenue. This newly completed building is located on the northeast corner of 5th Street and Western Avenue and received a Certificate of Completion on June 26, 2008. North of the subject property are two single family residences, and to the east are mobile homes and an old hotel. To the west of the property is a church and a trophy shop, and to the south is the new library and a police station.

Mr. Morgan informed the Commission that the existing building on the property is a one story building of 16,064 square feet with two full accesses from 5th Street. There is an intervening 15 foot width alley to the north between the site and the adjacent residences. The existing site was built with 32 on-site parking spaces plus an additional 59 off-site parking spaces within 100 feet. He explained that being allowed to count parking within 100 feet in order to satisfy the parking requirement is a unique feature of the OTAB district. He stated the Conditional Use Permit is requesting occupancy of two suites. The two suites together comprise approximately 5,500

Planning Commission Regular Meeting Minutes

September 18, 2008

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square feet. There is a proposed outdoor play area of just over 2,000 square feet. The required parking spaces for this type of use is 12. The applicant is proposing a maximum of 84 children, all infants or preschoolers. The hours proposed are Monday through Saturday, 6 a.m. to 10 p.m. The applicant is proposing to double the outdoor play area, which will have a view fence on the perimeter. The outdoor play area is enclosed along the north, north-west, and east by six foot masonry walls. The outdoor area will have a shade structure and will include playground equipment. The entire surface will be a child-friendly, soft surface. He noted the nearest resident is 27 feet away.

Staff finds that the application meets all required findings of a Conditional Use Permit and Staff recommends approval with two stipulations. Mr. Morgan explained that while the Staff report lists three stipulations, the applicant has already applied for site plan approval, so Stipulation No. 3 is not required. If any modifications are made to the site plan, the applicant will be required to make the modifications. The applicant understands that they applied for the site plan at risk and if this item is denied, the site plan will be denied as well. He stated the applicant, Emanuel Scarpinato, was present.

Vice Chair Demlong clarified that there would be two stipulations, which Mr. Morgan confirmed. Vice Chair Demlong invited questions.

Commissioner Amos asked what the length of time is for the Conditional Use Permit. Mr. Morgan noted that Stipulation No. 2 indicates the Conditional Use Permit (CUP) shall expire within two years from the date of approval if the use has not commenced. He explained that if the applicant takes no action within those two years, the CUP will expire. Once the applicant opens the business, the CUP is valid and runs with the property.

Commissioner Meringer asked if there were any issues with the residents to the north or east of the property in regards to the amount of children that would be playing outside at one time. Mr. Morgan stated that in the applicant's narrative, they have agreed to have no more than 21 children outside at the same time in order to limit noise.

Vice Chair Demlong noted that fruitless Mulberry trees are right along the northern edge of the property and they are not on the approved plant list. Mr. Morgan stated that is an oversight by Staff and at the site plan stage they will make sure that Mulberry trees are not included. He stated that only plants on the ADWR list are approved for use under the Zoning Ordinance.

Vice Chair Demlong commented that Bougainvillea plants are in the play area and he would not put Bougainvillea in his play yard for his kids.

Vice Chair Demlong asked about the hours of operation for the outdoor areas. Mr. Morgan replied that the hours of operation for the whole site are 6 a.m. to 10 p.m. The applicant may have committed to a 6 p.m. closing of the outdoor area, but that is not part of the official

Planning Commission Regular Meeting Minutes

September 18, 2008

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stipulations. The applicant's narrative states that the hours of operation will depend on attendance, etc., and the hours of operation are Monday through Friday 6 a.m. to 6 p.m.

Commissioner Cotera stated the applicant's narrative lists the number of children using the outdoor play area and that the hours of operation of the facility will be approximately 6 to 10 Monday through Saturday, and from 10 a.m. to noon and from 2 p.m. to 4 p.m. in the outdoor play area.

Vice Chair Demlong stated there will be no outdoor activity after 4 p.m., which Commissioner Cotera confirmed.

Vice Chair Demlong asked if Staff feels comfortable with the number of parking spaces and the circulation. Mr. Morgan replied that the transportation engineer studied the parking and circulation and sees no conflict as far as safety. Drop off and pick up of children is relatively quick, so 31 spaces will be adequate, even when all the suites are leased. Most of the traffic for the child care center will be early morning and at the end of the evening generally before the dinner hour and shopping rush. He pointed out that the facility will not be open on Sundays.

Vice Chair Demlong, hearing no further questions, invited the applicant to address the Commission.

Emanuel Scarpinato, 5025 N. Central Ave., Phoenix, AZ, stated he would have the architect address the Commission.

Terry Sewell, 2805 N. 58th St., Scottsdale, AZ, stated he is the architect of the project. He stated he put the Mulberry trees in the design after talking with an architect who does a lot of school buildings. He did not check the list of allowed trees and will change to an approved tree. They had wanted a water feature, but that was not allowed. He shared he has bougainvillea in his backyard and it works fine and adds a splash of color. They worked with the traffic department and tried to accommodate all the requests of Staff. He pointed out there is a State requirement for a play area that defines the number of kids that can be accommodated.

Vice Chair Demlong invited questions for the applicant. There were no questions. Vice Chair Demlong thanked the applicant for the project.

Terry Sewell joked that they hoped to put Avondale on the map.

Emanuel Scarpinato added that the hospital was a hard act to follow.

Vice Chair Demlong thanked the applicant for choosing that part of town for the daycare. He stated that Mulberry trees are wonderful, but there are other trees that use less water and provide the same deciduous feature.

Planning Commission Regular Meeting Minutes
September 18, 2008
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Vice Chair Demlong opened the public hearing.

Deborah Royer, 406 E. Western Ave., Avondale, AZ, stated she has multiple properties on Western Avenue. She pointed out there have been several district overlays on Western Avenue. The objection she has to a child care facility in the OTAB district is that the idea of the revitalization of Western Avenue was to fashion it after Old Town Glendale and make it pedestrian friendly with stores open at night. They had wanted a myriad of businesses on Western Avenue and to make it a very walkable business-shopping area. While everybody likes the building for the child care facility, there are at least four other child care facilities within a two mile area. She does not think another child care facility is needed. They want to have more businesses and more of a sales tax base in the area. She cannot imagine putting 84 children in a 1,600 square foot area, as it seems too small. There have already been problems with parking just with the library opening and that corner is rather congested. The police station is right across the street and there are emergency vehicles coming and going. She believes there will be a lot of congestion that will present a problem. She thinks there will be a noise issue as well and she wonders if having a child care facility will limit the prospective tenants. She does not believe a child care facility is an asset in the area. She suggested the City stick with retail and with the plan for Western Avenue.

Hearing no further requests to speak from the public, Vice Chair Demlong invited the applicant to address the Commission.

Terry Sewell pointed out Western Avenue on a slide and the traffic circulation. He stated as far as evening walks and general commercial activity as a part of the OTAB zoning, the child care center is only using 6,000 feet of the space and is in the back of the building. He thinks the traffic and activity will be pretty well self-contained. He stated they hope the child care center will be compatible with the neighborhood. The building is well-lit and will be welcoming to the whole neighborhood. He believes they have managed the traffic and parking well. They hope the area becomes a real center of commercial activity and he does not think it discourages any activity and the building can be appreciated in the day and evening hours. He noted it is hard to get tenants at the present time. Little World Daycare Center, a child care facility, has two other facilities and they are very professional. He pointed out that when they presented this item to the City Council, it was unanimously approved and only one person from the audience spoke who said it looks like a very viable issue for the neighborhood and it is an upgrade they are happy to see available. He asked how anybody could refuse children to come into a neighborhood anyway.

Emanuel Scarpinato stated that they visited Little World Daycare Center's other operations and saw very little activity. He noted there is a big area inside for play with very little activity outside.

Terry Sewell noted there are 85 kids allowed by the State for their square footage. The number of children playing outside will be one-fourth of that at any one time.

Planning Commission Regular Meeting Minutes

September 18, 2008

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Vice Chair Demlong asked for additional questions and comments from the Commissioners, and hearing none, closed the public hearing on item CU-08-4. He called for a motion.

Commissioner Cotera moved that the Planning Commission accept the findings and recommend approval of application CU-08-4, a request for Conditional Use Permit for child care center use, subject to the two Staff-recommended stipulations. Commissioner Amos seconded the motion.

1. Development shall be in substantial conformance with the application narrative, site plan, and landscape plan dated September 9, 2008.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

Vice Chair Demlong opened the floor to further discussion.

Commissioner Cotera stated it occurred to her that a child care facility would be very good for Western Avenue because having a steady flow of people with families coming in every day to the neighborhood will enhance retail shop business prospects. She noted that Ms. Roerer had referenced 1,600 square feet, but the facility is 6,000 square feet, which seems reasonable for 85 kids.

Commissioner Lageschulte stated he had mixed feelings about Western Avenue. As far as the child care center, he thinks it will be a great addition to Western Avenue. The purpose of Western Avenue is to bring in business to that area. To have a child care center that will draw people to the area will present a great opportunity to show a business off. He pointed out the child care center is in the back of the building and people walking along the street will see the businesses in the front of the building. The emergency vehicles in the area was a controversial issue when Western Avenue was revitalized the last time because the street was changed to two lanes and there is no room for the fire trucks or the police department. The area will be congested, and if more businesses are brought in, it will be even more congested. He opined that the area will probably change in another two years back to four lanes. The City wants to build the area up and this is a good start.

Vice Chair Demlong voiced agreement with the Commissioners' statements. He thinks the child care center will be a great addition to the neighborhood. He is comfortable that it will not impact the neighbors. This facility may be the catalyst for the area to bring more traffic in to see the existing businesses in the area.

Vice Chair Demlong invited further discussion, and hearing none, noted item CU-08-4 had been moved and seconded, and called for a vote.

ROLL CALL VOTE

Planning Commission Regular Meeting Minutes

September 18, 2008

Page 6 of 6

Chairperson Iwanski	Excused
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Chairperson Meringer	Aye
Commissioner Cotera	Aye
Commissioner Webster	Aye
Commissioner Amos	Aye

The motion passed unanimously.

ROLL CALL VOTE AS FOLLOWS:

Council Member Scott	Aye
Council Member Buster	Aye
Mayor Lopez-Rogers	Aye
Vice Mayor Weise	Aye
Council Member Wolf	Excused
Council Member Karlin	Aye
Council Member McDonald	Aye

Motion carried unanimously.

4) PUBLIC HEARING – CONDITIONAL USE PERMIT FOR STERLING PLAZA WEST (CU-08-4)

A public hearing and consideration of a request from Emanuel Scarpinato (owner), for a Conditional Use Permit for a child care facility in a property located directly north of the Sam Garcia Western Avenue Library in the OTAB Zoning District.

Charlie McClendon, City Manager, stated Eric Morgan would present this item.

Eric Morgan, Planner II, Development Services, stated this is a request for a Conditional Use Permit for a child care facility in the OTAB district. He indicated that the use is allowed under an August 4, 2008 amendment to the Zoning Ordinance. He recited the specifics of the location and indicated that the child care facility is being proposed in the northernmost suite of approximately 5,500 square feet with a 2,000 square foot outdoor play area to serve a maximum of 84 children of preschool age be allowed for the hours of Monday through Saturday 6 a.m. to 10 p.m.

Mr. Morgan pointed out that the outdoor play area proposed would be expanded from 1,040 square feet to 2,080 square feet, which will require losing one on-site parking space. The applicant would construct a view fence along the southern portion of the property. The applicant will provide a shade structure, play furniture, and a soft ground cover outside. Children playing outdoors would be limited to 6 to 10 children at any one time and only during the hours of 10 a.m. to 12 p.m., and from 2 p.m. to 4 p.m. He noted that the shortest distance from the play area to the wall of the nearest single family residence is 27 feet.

Staff finds that the application meets the five required findings. On September 18, 2008, the Planning Commission voted 6-0 to recommend approval subject to two Staff-recommended stipulations. Staff is requesting a third stipulation that the Landscape Plan shall contain trees in the outdoor play area that are listed on the Arizona Department of Water Resources Low Water Usage Plant list, and that they shall be selected for shade, durability, and child-friendliness.

Vice Mayor Weise asked how many kids were anticipated to be at the facility at any one time. Mr. Morgan replied the facility will be licensed for up to 84 children, the maximum the State will allow based on the square footage. In response to a follow up question from Vice Mayor Weise, Mr. Morgan indicated that a property owner in the vicinity had expressed concern over parking being taken up by library patrons; another property owner expressed concern about parking problems due to the proposed use. He added that 18 parking spaces would be required for retail use; whereas only 12 parking spaces are required for the proposed use.

Council Member Scott asked how many employees would staff the facility. Mr. Morgan explained that State requires a maximum of nine employees.

Mayor Lopez Rogers invited further questions and comments, and hearing none, opened the item for public hearing.

Deborah Royer stated that business owners and operators in Old Town Avondale object to the proposed use because it is neither suitable nor compatible for Western Avenue as it will not create retail exposure for their businesses. Ms Royer cited from the Old Town Avondale Revitalization "Old Town is vulnerable to stagnation or deterioration without proactive efforts, Western Avenue being arguably the greatest challenge." She indicated that retail or professional use would be more compatible with the revitalization goal of making the area a pedestrian-friendly environment. A child care center is not compatible with this goal and will create additional traffic congestion along a narrow, busy street, and parking is a big issue. Ms. Royer indicated she does not believe the play area to be sufficient for 10 children and supervising staff with the playground equipment and the trees. Ms. Royer indicated the owners of the following business have indicated being opposed to the child care center.

- Salon 326
- Thiem Automotive
- TS Winford - Bookstore
- Avondale Service and Parts
- Avondale Safety and Service
- Keepsake Trophy
- Tri Gear
- One Life Unlimited
- Del Cielo Bridals
- Debra Royer
- Sunflower Floral

Mayor Lopez Rogers invited further comments, and hearing none, closed the public hearing. She invited further comments and questions from Council.

Vice Mayor Weise stated he and Council Member Scott were in that area last week. He stated that 12 parking spaces are not enough when one considers that 9 of those will be taken up by employees. Parents dropping off their kids will have to park on Western Avenue or take other businesses' parking spaces. He expressed concern over this application in spite of the Planning Commission's recommendation for approval.

Council Member Buster stated the State has precise standards for child care facilities and asked if there would be a problem in terms of State law with licensing such a facility. Mr. Morgan replied that according to the application they meet State requirements and added that the City does not have a square footage per child requirement. He added that the outdoor square footage is correct at 2,080 square feet after the expansion. If Ms. Royer measured the existing space, it is not 2,080 square feet at the current time.

Mayor Lopez Rogers invited further comments and questions, or a motion.

Vice Mayor Weise moved to approve the application as recommend by staff and with the following stipulations. Council Member Buster seconded the motion.

1. Development shall be in substantial conformance with the application narrative, site plan, and landscape plan dated September 9, 2008.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.
3. The approved Landscape Plan shall contain trees in the outdoor play area from the Arizona Department of Water Resources Low Water Usage Plant list selected for shade, durability and child-friendliness.

Mayor Lopez Rogers invited further discussion, and seeing none, called for a vote.

ROLL CALL VOTE AS FOLLOWS:

Council Member Scott	Nay
Council Member Buster	Aye
Mayor Lopez-Rogers	Nay
Vice Mayor Weise	Nay
Council Member Wolf	Excused
Council Member Karlin	Aye
Council Member McDonald	Aye

The motion failed.



Signature	Printed name	Business name	Business address	Email address	Date of signing
<i>John Husser</i>	John Husser	Salon 326	326 E Western		10-20-08
<i>Bradley Williams</i>	Bradley Williams	Thum Automotive	401 E Western		10/20/08
<i>Andy Doll</i>	Andy Doll	Andy Service + Parts	708 E Western		10/20/08
<i>Richard W. J. B.</i>	RICHARD W. J. B.	AVONDALE SAFETY SERVICE	706 E WESTERN		10-20-08
<i>Colleen Schott</i>	Colleen Schott	KEEPSAKE TROPHY	412 E WESTERN AVE	KEEPSAKE TROPHY EGMAL.COM	10/20/08
<i>Cris Tenorio</i>	Cris Tenorio	TOI SPA	400 E Western Suite B		10/20/08
<i>M. Hinton</i>	Markedie Hinton	OnLife Unlimited	402 E Western Ave		10/20/08
<i>Parla Palomino</i>	Parla Palomino	DEL CIELO BRIDALS	304 E WESTERN AVE		10/20/08
<i>Al Canache</i>	Al Canache	PROP CANACHE	404 E WESTERN AVE		10/20/08



Sterling Plaza West
506 East Western Ave
Avondale, Arizona

To Whom It May Concern:

I am aware of the Sterling Plaza West Business Center and their application for a special use permit for a child day care center.

I am aware of the area in the center that the facility is located. I understand that the maximum number of employees at the center would be nine. I am aware that the business hours would be Monday thru Saturday (6:00 am to a maximum of 10:00 pm). The children's play area is completely contained by block walls to match the existing perimeter walls at the property. There will be approximately a 3 foot wrought iron fence on top of this wall to a maximum ht of 6 ft. Outside play time during the day will not be later than 4:00 pm in the afternoon and not at all in inclement weather.

I am signing this petition in support of the proposed use.

Name	Address	Signature
Paul De Santi	600 E Western	Paul De Santi
Amanda R Coz	102 N 5th St	Amanda R Coz
Natasha Navarrete	2002 N. 123 rd Dr.	Natasha Navarrete
Carmen G. Beltran	501 E Hill Dr.	Carmen G. Beltran
Eugene B. Moreno	517 E Hill Dr.	Eugene B. Moreno
Stephanie R...	611 E Hill Dr	Stephanie R...
Phyllis Coleman	200 N 5th St	Phyllis Coleman
Tom R...	218 N 5th Street	Tom R...
Leinford	511 E Madden	Leinford
CROLENCE WORTH	502 E madden	CROLENCE WORTH
Rob Beacham	502 E madden	Rob Beacham
Rosa J...	504 th Kinderman	Rosa J...
Juan R...	507 th Kinderman	Juan R...
	507E Kinderman	Amelia Kitt...

NORTH NEIGHBORS

**Sterling Plaza West
506 East Western Ave
Avondale, Arizona**

To Whom It May Concern:

I am aware of the Sterling Plaza West Business Center and their application for a special use permit for a child day care center.

I am aware of the area in the center that the facility is located. I understand that the maximum number of employees at the center would be nine. I am aware that the business hours would be Monday thru Saturday (6:00 am to a maximum of 10:00 pm). The children's play area is completely contained by block walls to match the existing perimeter walls at the property. There will be approximately a 3 foot wrought iron fence on top of this wall to a maximum ht of 6 ft. Outside play time during the day will not be later than 4:00 pm in the afternoon and not at all in inclement weather.

I am signing this petition in support of the proposed use.

Name	Address	Signature
Mary M. Loster	300 N. 4 th St.	Mary M. Loster
Emily G. Vizzarro	402 N. 4 th St.	Emily G. Vizzarro
Jenny M. Cota	406 N. 4 th St.	Jenny M. Cota
Openia Cota	406 N. 4 th St.	Openia Cota
Frank Villa	414 N. 4 th St.	Frank Villa
Warren Cooley	389 W. 4 th St.	Warren Cooley
Christine Canam	309 E. Loma Linda	Christine Canam
Ray Gomez	102 S. 4 th Ave Apt 105	Ray Gomez
Olivia Vasquez	102 S. 4 th Ave #118	Olivia Vasquez
Debbie Long	523 Patey	Debbie Long
Alex Barrington	10762 W. Avondale Rd	Alex Barrington
Miguel Garcia	1151 S. 4 th St	Miguel Garcia
Cynthia Burmeister	15954 W. Jefferson St	Cynthia Burmeister
UNSM COSTA	1025 Ave	UNSM COSTA

**Sterling Plaza West
506 East Western Ave
Avondale, Arizona**

To Whom It May Concern:

I am aware of the Sterling Plaza West Business Center and their application for a special use permit for a child day care center.

I am aware of the area in the center that the facility is located. I understand that the maximum number of employees at the center would be nine. I am aware that the business hours would be Monday thru Saturday (6:00 am to a maximum of 10:00 pm). The children's play area is completely contained by block walls to match the existing perimeter walls at the property. There will be approximately a 3 foot wrought iron fence on top of this wall to a maximum ht of 6 ft. Outside play time during the day will not be later than 4:00 pm in the afternoon and not at all in inclement weather.

I am signing this petition in support of the proposed use.

7

Name

Address

Signature

Reynaldo J.

APT # 87

Reynaldo J. [Signature]

Robert Sanchez

APT # 87

Robert Sanchez [Signature]

Queen Mada

127 E Western / Avondale

Queen Mada [Signature]

Rebecca Medina

131 E Solano Dr

Rebecca Medina [Signature]

Eleanor D. Christian

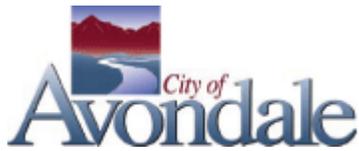
101 N. 3rd

Eleanor D. Christian [Signature]

Robert Boyce

127 E Western

Robert Boyce [Signature]



CITY COUNCIL REPORT

SUBJECT:

Northwest Public Safety Facility Selection of Color Options

MEETING DATE:

November 17, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council provide direction pertaining to the two potential architectural color for the proposed Northwest Public Safety Facility.

BACKGROUND:

The proposed public safety facility will be located on the campus of the Estrella Mountain Community College (EMCC) (see attached vicinity map). This facility will include space for the new Fire Station 174, a police substation, a shared training room for Fire and Police and space for Southwest Ambulance. The new facility will enhance fire, police and ambulance service to the northwest portion of Avondale as well as provide fire and medical emergency service to Litchfield Park per the December 2007 Intergovernmental Agreement.

Avondale will manage the construction of the public safety facility which will consist of approximately 17,000 square feet located on the EMCC campus in Avondale ("Project"). The lease agreement with EMCC stipulates that they will provide an approximately 3.5 acres site at the northwest corner of Dysart Road and Sage Lane for this proposed facility. The Northwest Public Safety Facility design will be configured to meet the site requirements and will include all necessary site preparation.

On May 5, 2008, City Council approved a Professional Services Agreement (PSA) with Dick & Fritsche Design Group (DFDG) to provide design (Architect) services for the Northwest Public Safety Facility. Based upon schedule and the need for a quality Public Safety Facility, representatives from the City of Avondale, City of Litchfield Park, Southwest Ambulance, and Estrella Mountain Community College (Stakeholders) agreed that the Public Safety Facility will be constructed by using the alternative delivery method of Construction Manager at Risk (CM@ Risk).

On June 16th, City Council approved a Professional Services Agreement with FCI Constructors, Inc. (FCI) to provide pre-construction services for the Northwest Public Safety Facility in the amount of \$59,320 which will provide the City with project reviews, initial cost models at all milestone submittals, providing programming and conceptual design criteria and full constructability studies, reviews and reports.

The CM @ Risk will provide pre-construction services including planning, estimating, scheduling and other consulting services to Avondale and the Architect during the design phase. When the design is near completion, the CM and Avondale will negotiate a Guaranteed Maximum Price (GMP) and schedule. The CM will then act as the general contractor during the construction of the project and will prequalify and procure all of the construction trade contractors that will perform the work.

DISCUSSION:

On September 15, 2008 Council selected architectural rendering Option "A" based upon:

- It met the functionality of all the end-users.
- Cost effectiveness
- Took into account the Estrella Mountain Community College's architectural look that exists there now and what is ultimately proposed (Master Plan) for the Estrella Mountain Campus
- Provided architectural aesthetics that the end-users liked

Although Council preferred Option "A" Council directed staff to improve the overall appearance of Option "A" which was also voiced by the City Council of Litchfield Park on September 17th.

SELECTION PROCESS:

The Selection process for Color Options "A" & "B" should be based upon the opinions and preferences of the following end-users which include:

- The City of Avondale
- The City of Avondale's Fire Department (unknown at this time)
- The City of Avondale's Police Department (Prefers Option A)
- The Estrella Mountain Community College (EMCC) (Prefers Option A)
- The City of Litchfield Park (Prefers Option A)

BUDGETARY IMPACT:

Funding for this project has already been approved by Council.

RECOMMENDATION:

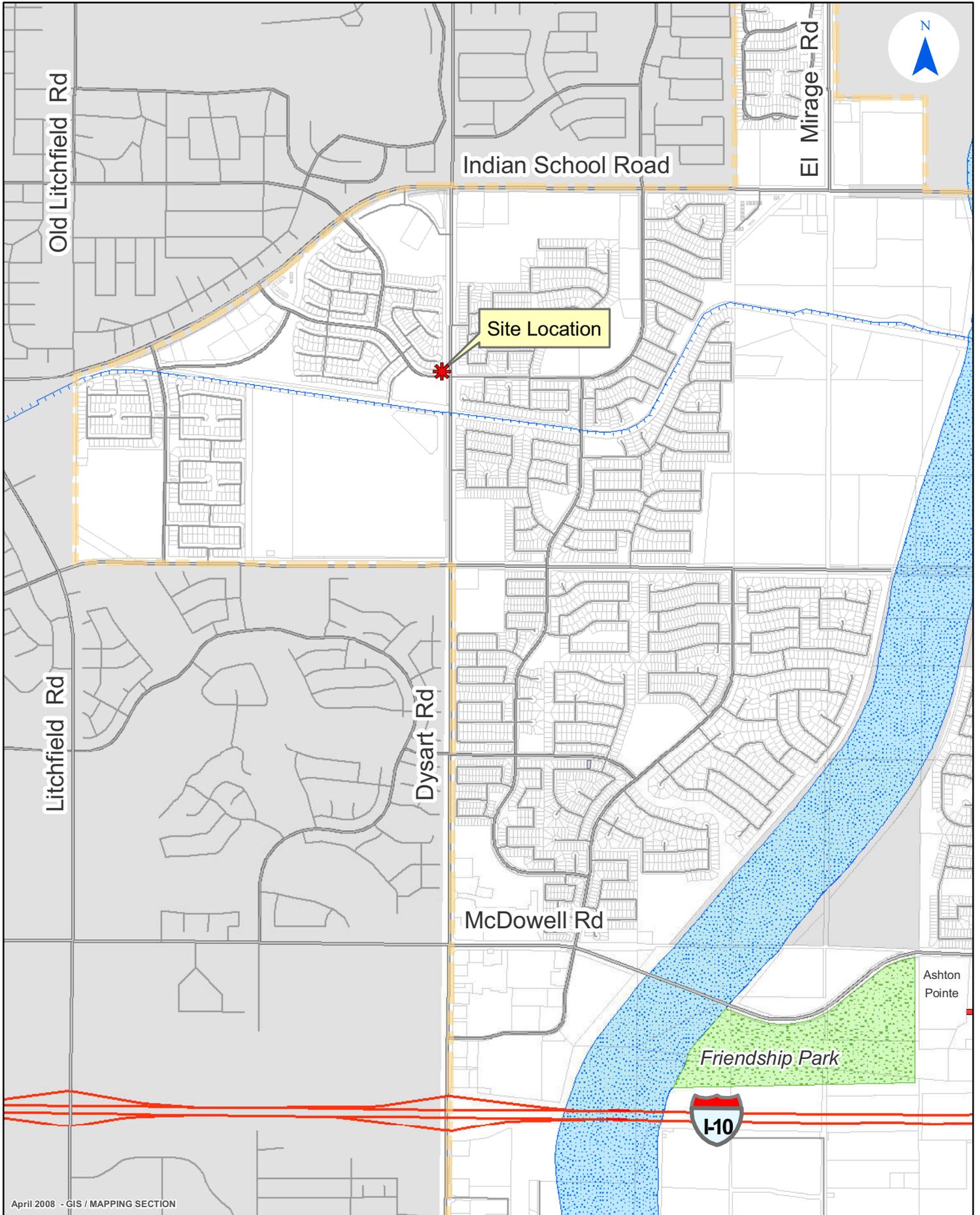
This item is provided for informaton, discussion and direction.

ATTACHMENTS:

Click to download

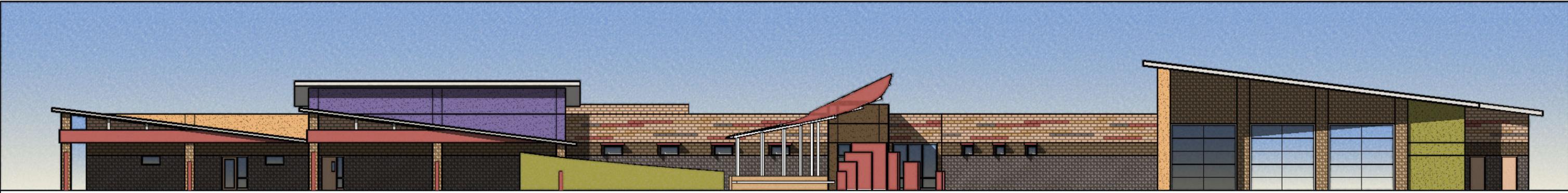
- 📄 [Vicinity Map](#)
- 📄 [Elevation Color Option A](#)
- 📄 [Elevation Color Option B](#)

VICINITY MAP



April 2008 - GIS / MAPPING SECTION

CITY OF AVONDALE Proposed Northwest Public Safety Facility



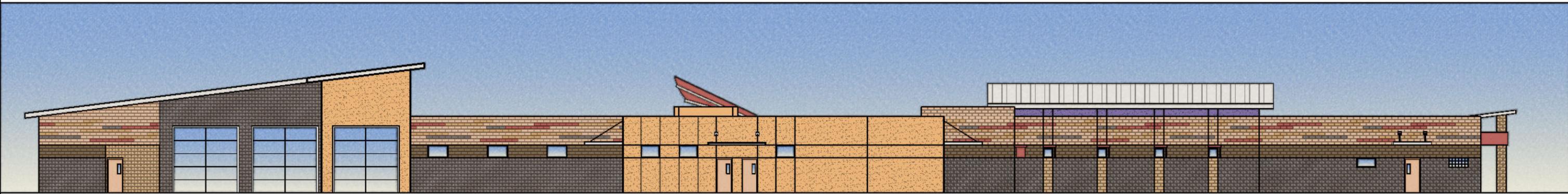
SOUTH



WEST



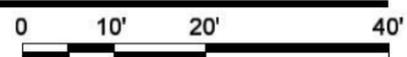
EAST



NORTH

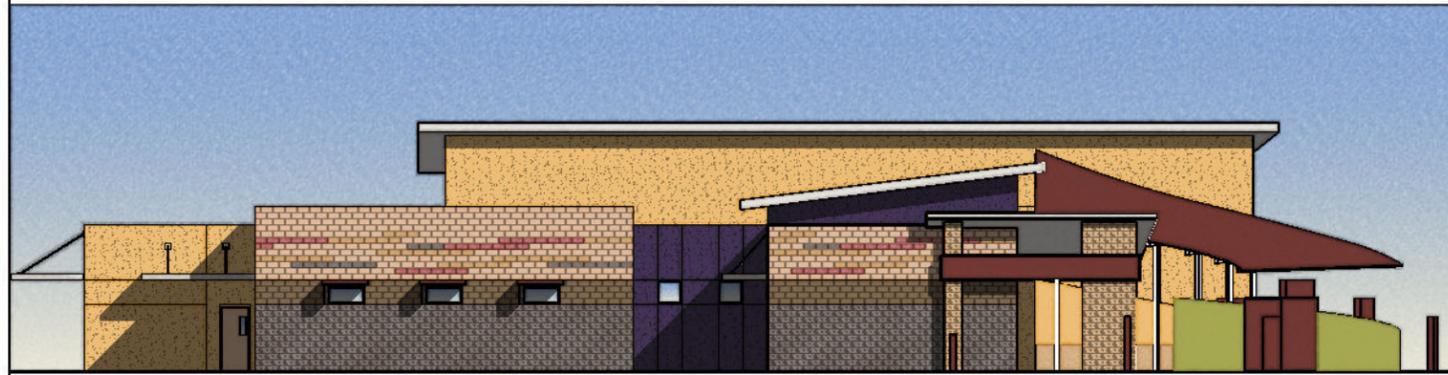
EXTERIOR ELEVATIONS - COLOR OPTION A

SCALE: 1" = 20'-0"





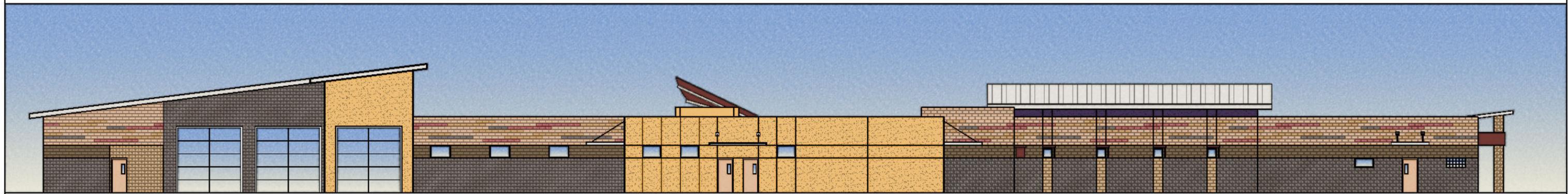
SOUTH



WEST



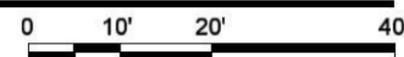
EAST

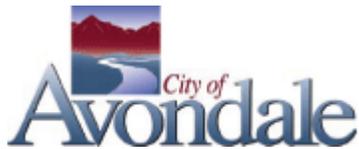


NORTH

EXTERIOR ELEVATIONS - COLOR OPTION B

SCALE: 1" = 20'-0"





CITY COUNCIL REPORT

SUBJECT:

Resolution 2786-1108 - Authorizing submittal of a request for \$2.4 million in Neighborhood Stabilization Funds for Foreclosure Mitigation

MEETING DATE:

November 17, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Approval of City Council is sought for Resolution No. XXXX requesting \$2,466,039 in federal Neighborhood Stabilization Funds for alleviating the problem of home foreclosures and related vacancies.

BACKGROUND:

The Neighborhood Stabilization Program (NSP) of the Housing and Economic Recovery Act of 2008 appropriates \$2,466,039 to Avondale for "assisting in the redevelopment of foreclosed homes." The U.S. Department of Housing and Urban Development (HUD) issued regulations on September 29, 2008 specifying eligible activities for NSP funds. To be eligible for the funds the City must amend the 2008/2009 CDBG Annual Action Plan (AAP Amendment) detailing how it plans to use NSP funds. This report outlines allowable activities and provides staff recommendations for the use of NSP funds.

Staff received extensive public input prior to formulating its recommendations. The Neighborhood and Family Services Commission, CDBG Subcommittee reviewed Avondale's options under NSP on October 16, 2008 and provided recommendations to the full Neighborhood and Family Services Commission (NFSC) which reviewed the NSP program on October 22, 2008. Staff incorporated the NFSC comments into a draft AAP Amendment and posted it on the City website for a fifteen (15) day citizen comment period that occurred from October 23, 2008 to November 7, 2008. Citizen comments have been incorporated in the AAP Amendment.

The AAP Amendment must be submitted to HUD by December 1, 2008. NSP must be fully obligated by contract within 18 months from the time the City receives its letter of credit from HUD and fully expended within four years. The attached AAP Amendment includes the following:

- 1) Detailed needs assessment by neighborhood;
- 2) Location of Target Neighborhoods; and
- 3) Detailed description of proposed activities.

Of the 23,073 single family housing units in Avondale, 1,696 (7.4 %) are in foreclosure and an additional 891 (4%) have delinquent mortgages and are in pre-foreclosure. NSP funds may be used for the following activities related to residential properties that have been foreclosed upon:

- 1) establish finance mechanisms for purchase and redevelopment;
- 2) purchase, rehabilitation and sale or rent;
- 3) establish land banks for future CDBG eligible use;

- 4) demolish blighted structures; and
- 5) redevelopment of foreclosed properties.

NSP regulations require that at least 25% of the funds be set-aside to assist those with household incomes not exceeding 50% of the HUD Area Median Income (AMI) adjusted for family size (\$32,100 for a family of four). Staff is recommending that the primary use of NSP funds should be to assist buyers for vacant foreclosed homes.

DISCUSSION:

NSP funds must be targeted to the neighborhoods with the greatest number of foreclosures. These target neighborhoods were selected based on the number and occurrences of foreclosures, delinquent mortgages/pre-foreclosures, homes in poor condition, blighted properties, and developer default. The following are target neighborhoods:

- Waterford Square
- Rio Crossing
- Fieldcrest
- Littleton Manor
- Cambridge Estates
- Starlight Trail
- Sanctuary
- Palm Meadows
- Los Arbolitos Ranch
- Glenhurst
- Harbor Shores
- Palm Gardens
- Durango Park
- Coldwater Ridge
- Upland Park
- Westwind
- Garden Park
- Crystal Point
- Litchfield Mountain View
- Roosevelt Park
- Old Town Avondale

Staff is recommending that \$1,230,000 (50%) be used to assist buyers with the purchase of foreclosed homes, \$616,510 (25% set aside) be used for rental housing, \$372,925 (15%) be used for acquisition and/or demolition of blighted foreclosed properties; and \$246,604 (10%) be used for administration.

Approximate performance targets are forty to sixty (40 to 60) new 120% AMI homeowners; four (4) new 50% AMI rental units; and three (3) units of acquisition and/or demolition. Eligible buyers are any individual or family with a household income up to 120% AMI (\$77,050 for a family of four). Only owner occupants are eligible (no investors). The NSP requires that all assisted homebuyers complete a comprehensive eight hour homebuyer education curriculum and obtain standard 30 year fixed rate mortgages which do not exceed 33/41 lending ratios (33% of income for house payment and 41% of income for total debt).

NSP rules require that homes are acquired below market and sold to eligible buyers for no more than the cost of acquisition and rehabilitation. The discount to the buyer will offset the need for significant down payment assistance. Any additional monetary assistance provided will be in the form of a no-interest, soft-second loan that is due and payable upon sale of the home. Funds recaptured at the time of sale will be used to assist a subsequent eligible homebuyer. Rental housing developed under the NSP will be available only to households earning up to 50% AMI and

have maximum rent limits of approximately \$722 for a three-bedroom unit. NSP funds used to assist rental properties will be provided as a no-interest, soft-second loan that is forgiven over 20 years. Should the rental property cease to exist prior to the 20 year affordability period, the loan will be repaid on a prorated basis. Demolition activities are expected to be minimal and probably confined to older areas of the city where properties can be used in conjunction with ongoing or future redevelopment projects.

To implement the activities of the NSP, staff anticipates entering into one or more contracts with non-profit organizations specializing in homebuyer assistance, single-family rehabilitation and rental housing. Staff will begin the procurement process as soon as practicable.

BUDGETARY IMPACT:

The NSP funds are provided to the City in the form of a grant and do not require matching funds.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution requesting \$2,466,039 in federal Neighborhood Stabilization Funds for alleviating the problem of home foreclosures and related vacancies.

ATTACHMENTS:

Click to download

- [📄 Avondale NSP Annual Action Plan Amendment](#)
- [📄 NSP Targeted Neighborhoods](#)
- [📄 Avondale Neighborhoods with Above Average Percentage of Foreclosed Loans](#)
- [📄 Percentage of Delinquent Loans](#)
- [📄 Percentage of High Cost Loans](#)
- [📄 HUD Foreclosure Risk Scores](#)
- [📄 Eligible Middle Income Areas](#)
- [📄 Housing Conditions of Foreclosed Homes](#)
- [📄 Resolution 2786-1108](#)

THE NSP SUBSTANTIAL AMENDMENT

Jurisdiction(s): The City of Avondale, 11465 W. Civic Center Drive, Suite 220, Avondale, Arizona, 85323. Administrator Contact: Gina Montes, Neighborhood and Family Services Director, 623-333-2700, gmontes@avondale.org	NSP Contact Person: Gina Montes, Neighborhood and Family Services Director Address: 1007 S. Third Street, Avondale, Arizona, 85323 Telephone: 623-333-2715 Fax: 623-333-0270 Email: gmontes@avondale.org
Jurisdiction Web Address: www.Avondale.org	

A. AREAS OF GREATEST NEED

Provide summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction.

The City of Avondale (Avondale) is submitting to the U.S. Department of Housing and Urban Development (HUD), Phoenix Office this amendment to its 2008/2009 Annual Action Plan for the purpose of requesting \$2,466,039 in Neighborhood Stabilization Program (NSP) funds. The City of Avondale proposes to use NSP funds to redevelop foreclosed homes and residential properties within the City of Avondale in areas which have been identified as having the greatest need. The following information was used to determine areas of greatest need: 1) number and percentage of foreclosed homes; 2) number and percentage of subprime loans as determined by high interest rates; 3) number and percentage of delinquent mortgages; 4) Location of blighted foreclosed homes; and 6) areas where greater than 50% of the households earn up to 120% of the HUD Area Median Income (AMI).

Avondale is a product of a housing boom gone bust, the consequences of which threaten to undermine neighborhood stability on a large scale basis. Between the years 2000 and 2005, 9,942 new owner occupied and 1,844 new rental units were built. Extensive commercial development was built in conjunction with the new housing, forming a "new" city characterized by modern design standards, street design and landscaping. During these 5 years the number of housing units in Avondale almost doubled from 10,635 to 18,187 units and the population grew commensurately from 35,802 to 63,100. An additional 4,895 housing units were built between 2005 and 2007 at which time oversupply collided with foreclosures causing housing values to plunge thereby accelerating more foreclosures.

Of the 23,073 single family housing units in Avondale, 1,696 (7.4 %) are in foreclosure and an additional 891 (4%) have delinquent mortgages. While it is

expected that overall Avondale will see at least a 12% average foreclosure rate, this fact in itself is not indicative of the more serious problem of neighborhood destabilization. Some neighborhoods have foreclosure rates as high as 21% where one in five homes currently sit vacant. These same neighborhoods also have the highest current delinquency rates, some as high as 10%. This means in some areas over the next one to two years 1 out of every 3 homes will be vacant. Homeowner Associations which traditionally “clean and lien” problem properties are going broke from the lack of dues and the problems is being passed up to local governments, which are themselves strained financially. Vandalism, theft, and squatting rates are on the rise with no foreseeable end in sight.

In an effort to identify which neighborhoods are most vulnerable and arrest further decline, Avondale conducted its needs assessment on a neighborhood level.

Table 1 below lists all Avondale neighborhoods. The shaded neighborhoods are the neighborhoods that Avondale will target for use of NSP funds (Target Neighborhoods). The following data was used to select the Target Neighborhoods: 1) above average (8.4%) percentage of foreclosures; 2) the highest percentage of homes financed by a subprime mortgage related loan; 3) neighborhoods identified as likely to face a significant rise in the rate of home foreclosures; 4) neighborhoods with destabilizing influences such as of developer default; and 3) Neighborhoods with the highest number of foreclosed, blighted properties.

Table 1: Target Neighborhoods (Indicated by Shading)											
	NEIGHBORHOOD NAME	DIQNT	FCLSD	# UNITS	BUILT	HOMES IN POOR CONDITION	DILAPIDATED OR BLIGHTED PROPERTY	DEVELOPER DEFAULT	%FCLSD	%DIQNT	COMBINED F&D
1	Waterford Square	21	46	217	2003	0			21.2%	9.7%	30.9%
2	Rio Crossing	22	69	345	2004	2			20.0%	6.4%	26.4%
3	Fieldcrest	21	55	279	2000	0			19.7%	7.5%	27.2%
4	Littleton Manor	4	18	109	2001	1			16.5%	3.7%	20.2%
5	Cambridge Estates	28	92	565	2000	2			16.3%	5.0%	21.2%
6	Starlight Trail	29	59	394	2004	1			15.0%	7.4%	22.3%
7	Sanctuary	41	83	563	2002	0			14.7%	7.3%	22.0%
8	Palm Meadows	13	24	183	1998	0			13.1%	7.1%	20.2%
9	Los Arbolitos Ranch	7	40	318	2003	1			12.6%	2.2%	14.8%
10	Glenhurst	30	54	469	2002	2			11.5%	6.4%	17.9%
11	Harbor Shores	28	52	474	2001	0			11.0%	5.9%	16.9%
12	Palm Gardens	4	15	142	1997	2			10.6%	2.8%	13.4%
13	Durango Park	38	58	553	2002	4			10.5%	6.9%	17.4%
14	Coldwater Ridge	25	51	488	2002	3			10.5%	5.1%	15.6%
15	Upland Park	16	34	331	1999	0			10.3%	4.8%	15.1%

16	Westwind	26	49	534	1997	1			9.2%	4.9%	14.0%
17	Garden Park	11	15	164	1995	0			9.1%	6.7%	15.9%
18	Crystal Point	8	25	281	1997	0			8.9%	2.8%	11.7%
19	Litchfield Mtn View	11	13	147	2001	0			8.8%	7.5%	16.3%
20	Roosevelt Park Phase 1	28	40	481	2004	1		Yes	8.3%	5.8%	14.1%
21	Coldwater Springs	74	156	1887	2001	1			8.3%	3.9%	12.2%
22	Diamond Ridge	3	16	210	2002	0			7.6%	1.4%	9.0%
23	Dysart Ranch	19	22	291	2003	1			7.6%	6.5%	14.1%
24	Tres Rios Landing	11	19	265	2003	0			7.2%	4.2%	11.3%
25	Corte Sierra	36	55	785	1994	1			7.0%	4.6%	11.6%
26	Crystal Gardens	34	61	904	2000	0			6.7%	3.8%	10.5%
27	Sage Creek	9	29	438	1999	1			6.6%	2.1%	8.7%
28	Garden Trails	8	9	144	2002	2			6.3%	5.6%	11.8%
29	Crystal Ridge	10	8	129	1996	0			6.2%	7.8%	14.0%
30	Crystal Park Estates	3	3	50	2001	0			6.0%	6.0%	12.0%
31	Old Town Avondale	48	68	1848	1950	0	5		6.0%	3.4%	9.4%
32	Rancho Santa Fe	83	119	1997	1996	2			6.0%	4.2%	10.1%
33	Pecan Groves	3	5	84	1997	0			6.0%	3.6%	9.5%
34	Tierra Ranchettes	1	4	70	1997				5.7%	1.4%	7.1%
35	Garden Lakes	60	124	2201	1991	4			5.6%	2.7%	8.4%
36	Fulton Estates	6	15	286	2004	0			5.2%	2.1%	7.3%
37	Las Palmeras West	4	14	268	2000	0			5.2%	1.5%	6.7%
38	Donatela II	14	12	236	2005	0			5.1%	5.9%	11.0%
39	Glenarm Farms	4	8	160	1999	0			5.0%	2.5%	7.5%
40	Las Ligas	5	11	319	2003	0			3.4%	1.6%	5.0%
42	Rio Vista	6	9	308	1995	0			2.9%	1.9%	4.9%
44	Cashion	17	22	1114	1948	1			2.0%	1.5%	3.5%
45	Cantada Ranch	5	4	251	2005	0			1.6%	2.0%	3.6%
46	Desert Springs Village	7	2	184	2005	0			1.1%	3.8%	4.9%
47	Del Rio Ranch	1	1	1442	2008	0			0.1%	0.1%	0.1%
	TOTAL	882	1688	22840					8.4	4.4%	12.9%

Dlqnt: Delinquent; Fclsd: Foreclosed

The map *Avondale Neighborhoods Targeted for NSP Funds* located at the end of this narrative depicts the location of the Target Neighborhoods.

The maps located at the end of this narrative, as described below, depict the individual factors which, when analyzed collectively, provided the rationale for the selection of the Target Neighborhoods. The common factors are: 1) areas with high foreclosure percentages; 2) areas with high delinquency percentages; 3) areas with high loan costs; 4) areas with high HUD risk scores; 5) areas of middle income (120% AMI); and 6) blighted properties.

The map *Avondale Neighborhoods with Above Average Percentage of Foreclosed Loans* depicts areas with the worst foreclosure rates.

The map *Percentage of Delinquent Loans Avondale Neighborhoods* depicts the percentage of delinquent loan by neighborhood.

The map *Percentage of High Cost Loans* depicts 4 areas characterized by 10 to 20%, 20 to 30%, 30 to 40% and 40 to 50% high cost loans.

The map *HUD Foreclosure Risk Scores City of Avondale* depicts HUD Risk Scores in 4 categories, 3, 7, 8 and 10, with 10 representing the highest risk.

The map *Eligible Middle Income Areas* depicts the areas of Avondale which have greater than 50% of the households who earn up to 120% AMI.

The map *Housing Condition of Foreclosed Homes* depicts the location of foreclosed properties in poor and blighted condition.

B. DISTRIBUTION AND USES OF FUNDS

Provide a narrative describing how the distribution and uses of the grantee's NSP funds will meet the requirements of Section 2301(c)(2) of HERA that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures. **Note:** The grantee's narrative must address these three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

Response:

NSP Funds will be used to assist individuals and families earning no greater than 120% AMI with a minimum of 25% of the funds being used to assist individuals and families earning no greater than 50% AMI. All activities will meet the HUD Low and Moderate Income benefit objective as redefined by HUD for the NSP to 120% AMI.

Avondale will distribute NSP funds to the geographic areas (See Target Areas map located at the end of this narrative) within its jurisdiction with the greatest need. Table 2 provides Avondale’s proposed activities and allocation amounts.

Table 2: Allocation of NSP Funds		
Activity	Units	Allocation
Acquisition, Rehabilitation and Sale of Homes to 120% AMI homeowners	40	\$1,230,000
Acquisition, Rehabilitation/Construction of Rental Housing to 50% AMI renters	4	\$616,510
Demolition of Foreclosed, Vacant and Blighted Residential Properties and Redevelop into Housing or Public Facilities	3	\$372,925
Administration	n/a	\$246,604
Totals	n/a	\$2,466,039

Acquisition, Rehabilitation and Sale of Homes to 120% AMI homeowners

Avondale proposes to use \$1,230,000 to purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed in order to sell such homes and properties to households earning up to 120% AMI and who shall occupy the home as their sole residence. This activity will be undertaken in the Target Neighborhoods but targeted to areas on the map *Avondale Neighborhoods with Above Average Percentage of Foreclosed Loans* located at the end of this narrative which depicts areas with the worst foreclosure rates as well as the highest percentage of homes financed by a subprime mortgage related loan and the areas likely to face a significant rise in the rate of home foreclosures. These neighborhoods are adjacent to Avondale’s *City Center Specific Plan* and the *North Avondale Specific Plan* which depend upon them to provide the residential component of a sustainable mixed use design concept for the Avondale Boulevard corridor. Most of the commercial developments necessary to achieve this integrated design have already been constructed.

Acquisition, Rehabilitation/Construction of Rental Housing to 50% AMI renters

Avondale proposes to set aside \$616,510 (25%) of its NSP allocation to purchase blighted foreclosed residential properties for redevelopment into rental housing for households earning up to 50% AMI. This activity will be targeted to the Old Town Avondale low-income neighborhood as depicted on the *Housing Conditions of Foreclosed Homes* on page 5. Old Town Avondale has the highest number of foreclosed homes that are blighted. Avondale currently has an adequate supply of market rate rental housing as indicated by the presence of 3,919 (17%) rental units in conjunction with an overall 7.3 % rental vacancy rate. While a 2% vacancy rate is considered normal, Avondale’s vacancy rates are inflated due to the number of investor owned single family rental homes. Much of Avondale’s rental housing supply is provided through the single family home market. It is estimated that 35% of single family homes in Avondale are rental properties. In addition, transiency and neglected property maintenance from

rental housing is adding to the destabilization of single family home subdivisions. Therefore, Avondale proposes to conduct rental activity through the NSP in a way that avoids destabilization of existing subdivisions while promoting revitalization of Old Town Avondale. This use of NSP also furthers the revitalization strategies in the Consolidated Plan.

Demolition of Foreclosed, Vacant and Blighted Residential Properties and Redevelop into Housing or Public Facilities

Avondale proposes to use \$375,000 of its NSP allocation to demolish blighted homes. This activity will be targeted to the Old Town Avondale low-income neighborhood as depicted on the *Housing Conditions of Foreclosed Homes* map located at the end of this narrative. Old Town Avondale has the highest number of foreclosed homes that are blighted. Avondale proposes to conduct demolition through the NSP to promote revitalization of Old Town Avondale, This use of NSP also furthers the revitalization strategies in the Consolidated Plan.

C. DEFINITIONS AND DESCRIPTIONS

(1) Definition of “blighted structure” in context of state or local law.

Response:

Blighted Structure: Residential structures which exhibit objectively determinable signs of deterioration and constitute a serious and growing menace, injurious and inimical to the public health, safety and welfare of the residents of the Avondale and the existence of this property contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety.

(2) Definition of “affordable rents.” **Note:** Grantees may use the definition they have adopted for their CDBG program but should review their existing definition to ensure compliance with NSP program –specific requirements such as continued affordability.

Response:

Affordable Rent: Rents that do not exceed 30% of gross household for families earning 50% AMI for Maricopa County as determined by HUD with adjustments for number of bedrooms in the unit as more particularly described in 24 CFR Part 92.252.b.1.

(3) Describe how the grantee will ensure continued affordability for NSP assisted housing.

Response:

For homeownership activities Avondale will ensure affordability through a 100% recapture of funds. Assistance will be provided to homeowners as a no-interest soft-second mortgage that is due on sale or refinancing. Recaptured funds will be used to assist subsequent qualified low-moderate income buyers. For rental activities Avondale will provide assistance to owners of rental properties as a no-interest soft-second mortgage which is due and payable if compliance with the affordability periods for the HOME program stipulated in 24 CFR Part 91.252 is not met as indicated below.

Assistance Amounts	Minimum Period of Affordability in years
Less than \$15,000	5
\$15,000 to \$40,000	10
More than \$40,000	15
New Construction	20

NSP assistance provided to rental properties will be recaptured on a prorated basis.

(4) Describe housing rehabilitation standards that will apply to NSP assisted activities.

Response:

Avondale will use the *Minimum Basis Housing Rehabilitation Standards of the Maricopa County HOME Consortium* attached hereto as Exhibit A.

D. LOW INCOME TARGETING

Identify the estimated amount of funds appropriated or otherwise made available under the NSP to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50 percent of area median income: \$ 616,510.

Note: At least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50 percent of area median income.

Response:

Avondale proposes to use \$616,510 (25%) of its NSP allocation to purchase blighted foreclosed residential properties for redevelopment into rental housing for households earning up to 50% AMI. This activity will produce approximately 4 rental housing units.

E. ACQUISITIONS & RELOCATION

Indicate whether grantee intends to demolish or convert any low- and moderate-income dwelling units (i.e., ≤ 80% of area median income).

If so, include:

- The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income—reasonably expected to be demolished or converted as a direct result of NSP-assisted activities.
- The number of NSP affordable housing units made available to low-, moderate-, and middle-income households—i.e., ≤ 120% of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion).
- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income.

Response:

Avondale proposes to use \$375,00 of its NSP allocation to demolish blighted homes. Avondale will demolish approximately 3 blighted properties and reuse the land for a CDBG eligible use. Property reused as a result of acquisition is expected to benefit 8 low-income (50%) AMI households or provide an area benefit for low-income areas where at least 51% of its residents earn up to 80% AMI.

F. PUBLIC COMMENT

Provide a summary of public comments received to the proposed NSP Substantial Amendment.

Response:

The City of Avondale published a draft of this *Amendment to 2008/2009 Annual Action Plan* on its website at <http://www.avondale.org/index.asp?NID=1112> on October 22, 2008 for a 15 day comment period which ended on November 7, 2008. In addition, there were three meetings open to the public which afforded additional opportunity for public comment held on October 16, 22 and 29, 2008. The following comments have been received to date:

Public Comment: None received.

NSP INFORMATION BY ACTIVITY (COMPLETE FOR EACH ACTIVITY)

ACTIVITY 1: Homeownership

(1) Activity Name: Purchase and rehabilitate single family homes that have been abandoned or foreclosed in order to sell such homes and properties to households earning up to 120% AMI and who shall occupy the home as their sole residence.

(2) Activity Type: (include NSP eligible use & CDBG eligible activity) NSP Eligible Use: Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon in order to sell such homes and properties to households earning up to 120% AMI and who shall occupy the home as their sole residence. NSP Eligible Activity: 24 CFR 570.201 (a) Acquisition (b) Disposition (i) Relocation (n) Direct Homeownership assistance as modified by NSP. 570.202 eligible rehabilitation and preservation activities for homes and other residential properties that may include counseling for those seeking to take part in the activity.

(3) National Objective: (Must be a national objective benefiting low, moderate and middle income persons, as defined in the NSP Notice—i.e., ≤ 120% of area median income). Benefit to low-moderate-income persons pursuant to 24 CFR 570.208 (a) (3) as amended by the Housing and Economic Act of 2008 (HERA) at section 2301 (f)(3)(A).

(4) Projected Start Date: March 31, 2009.

(5) Projected End Date: March 31, 2013.

(6) Responsible Organization: (Describe the responsible organization that will implement the NSP activity, including its name, location, and administrator contact information)

The City of Avondale, 11465 W. Civic Center Drive, Suite 220, Avondale, Arizona, 85323. Administrator Contact: Gina Montes, Neighborhood and Family Services Director, 623-333-2700, gmontes@avondale.org

(7) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

This activity will be conducted in the areas depicted on the *Avondale Neighborhoods Targeted for NSP Funds* map attached at the end of this narrative.

(8) Activity Description:

Include a narrative describing the area of greatest need that the activity addresses; the expected benefit to income-qualified persons; and whether funds

used for this activity will be used to meet the low income housing requirement for those below 50% of area median income.

For housing related activities, include:

- tenure of beneficiaries--rental or homeownership;
- duration or term of assistance;
- a description of how the design of the activity will ensure continued affordability.

For acquisition activities, include:

- discount rate

For financing activities, include:

- range of interest rates

Avondale will enter into contracts with non-profit housing provider organizations (Providers) to purchase rehabilitate and sell foreclosed homes to households earning up to 120% AMI. Approximately forty (40) homes will be purchased in Target Neighborhoods. Homes will be purchased from banks at a discount of at least 5% (less than the current market appraised value) for individual properties and 15% for bulk or aggregate purchases of property. Homes will be sold to low-moderate-middle income persons earning no greater than 120% AMI (Homeowners) at a price no greater than the cost of acquisition and rehabilitation (including delivery costs). Each homeowner shall occupy the home as their sole sources of residence. Each NSP assisted homebuyer will receive and complete at least eight hours of homebuyer counseling from a HUD approved counseling agency. Homebuyers will obtain a mortgage from a lender who agrees to comply with bank regulators guidance for non-traditional mortgages. All mortgages will be 30 year fixed prevailing rate loans. Debt ratios for homebuyers may not exceed 31% for the house payment and 41% total debt (33/41). Monetary assistance provided to Homeowners will be in the form of a no-interest, soft second mortgage which will be recaptured at the time of sale or refinance of the home. Recaptured funds will be used to assist a subsequent Homeowner for the purpose of meeting long term affordability provisions of the HOME Program as stipulated in 24 CFR 91.254. Procurement of Providers will be conducted pursuant to 24 CFR 85.36.

I. Total Budget: (Include public and private components)

Acquisition, Rehabilitation and Sale				Units: 40
Activity	Unit Cost NSP Funds	Unit Cost Private Financing	Total NSP Funds	Total Private Financing
Property Acquisition		140,000		5,600,000
Down Payment	8,500		340,000	
Closing Costs	3,000		120,000	
Developer Services	3,000		120,000	
Administration	1,700		68,000	
Education and Counseling	2,400		96,000	
Property Transfer Costs	3,400		136,000	
Rehabilitation	8,750		350,000	
Totals	30,750	140,000	1,230,000	5,600,000
Total Home (Unit) Cost		170,750		

J. Performance Measures (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

Avondale expects to acquire, rehabilitate and sell homes to approximately 40 households earning up to 120% AMI.

ACTIVITY 2: RENTAL HOUSING

- (1) Activity Name: Purchase blighted foreclosed residential properties for redevelopment into rental housing for households earning up to 50% AMI.
- (2) Activity Type: (include NSP eligible use & CDBG eligible activity) NSP Eligible Use: Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon in order to rent such homes and properties to households earning up to 50% AMI. NSP Eligible Activity: 24 CFR 570.201 (a) Acquisition (b) Disposition (i) Relocation.
- (3) National Objective: (Must be a national objective benefiting low, moderate and middle income persons, as defined in the NSP Notice—i.e., ≤ 120% of area median income). Direct housing benefit to low-moderate-income persons pursuant to 24 CFR 570.208 (a) (3).
- (4) Projected Start Date: March 31, 2009
- (5) Projected End Date: March 31, 2013.
- (6) Responsible Organization: (Describe the responsible organization that will implement the NSP activity, including its name, location, and administrator contact information)
The City of Avondale, 11465 W. Civic Center Drive, Suite 220, Avondale, Arizona, 85323. Administrator Contact: Gina Montes, Neighborhood and Family Services Director, 623-333-2700, gmontes@avondale.org
- (7) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

This activity will be targeted to areas on the *Housing Condition of Foreclosed Homes* map attached at the end of this narrative.

- (8) Activity Description:
Include a narrative describing the area of greatest need that the activity addresses; the expected benefit to income-qualified persons; and whether funds used for this activity will be used to meet the low income housing requirement for those below 50% of area median income.

For housing related activities, include:

- tenure of beneficiaries--rental or homeownership;
- duration or term of assistance;
- a description of how the design of the activity will ensure continued affordability.

For acquisition activities, include:

- discount rate

For financing activities, include:

- range of interest rates

Avondale will enter into contracts with non-profit housing provider organizations or Housing Authorities to develop rental properties for households earning up to 50% AMI. Approximately four (4) properties will be purchased in Old Town Avondale and redeveloped into rental housing. Residential structures will be purchased from banks at a discount of at least 5% (less than the current market appraised value) for individual properties and 15% for bulk or aggregate purchases of property. Rents shall not exceed 30% of gross household income for families earning 50% AMI for Maricopa County as determined by HUD with adjustments for number of bedrooms in the unit as more particularly described in 24 CFR Part 92.252.b.1. Rental properties shall remain affordable pursuant to HOME program rules stipulated in 24 CFR Part 91.252 as follows.

Assistance Amounts	Minimum Period of Affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15
New Construction	20

Avondale will provide assistance to the owner of rental property in the form of a no-interest soft-second mortgage which is due and payable if compliance with the affordability periods is not met. NSP funds will be recaptured on a prorated basis. Procurement of Providers will be conducted pursuant to 24 CFR 85.36.

II. Total Budget: (Include public and private components)

Table: 6 Rental Development			Units: 4	
Activity	Unit Cost	Unit Cost Private Financing	NSP Funds	Totals
Acquisition/Construction Rehabilitation	\$ 145,228	\$ 8,900	\$ 580,910	\$ 589,810
Developer Services	\$ 2,800		\$ 11,200	\$ 11,200
Administration	\$ 2,100		\$ 8,400	\$ 8,400
Property Transfer Costs	\$ 4,000		\$ 16,000	\$ 16,000
Totals	\$ 154,128		\$ 616,510	\$ 616,510

J. Performance Measures (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

Avondale expects to assist four (4) households earning up to 50% AMI.

ACTIVITY 3: ACQUISITION AND DEMOLITION

(1) Activity Name: Acquire and/or demolish blighted Properties. Avondale will demolish approximately 3 blighted properties and reuse the land for a CDBG eligible use. Property reused as a result of acquisition is expected to benefit 8 low-income (50%) AMI households or provide an area benefit for low-income areas where at least 51% of its residents earn up to 80% AMI.

(2) Activity Type: (include NSP eligible use & CDBG eligible activity) NSP Eligible Use: Demolish foreclosed, abandoned and blighted Structures. NSP Eligible Activity: 24 CFR 570.201 (d) Clearance for blighted structures only.

(3) National Objective: (Must be a national objective benefiting low, moderate and middle income persons, as defined in the NSP Notice—i.e., ≤ 120% of area median income). Benefit to low-moderate-income areas pursuant 24 CFR 570.208 (a)(1) as amended by the Housing and Economic Act of 2008 (HERA) at section 2301 (f)(3)(A)

(4) Projected Start Date: March 31, 2009

(5) Projected End Date: March 31, 2013.

(6) Responsible Organization: (Describe the responsible organization that will implement the NSP activity, including its name, location, and administrator contact information)

The City of Avondale, 11465 W. Civic Center Drive, Suite 220, Avondale, Arizona, 85323. Administrator Contact: Gina Montes, Neighborhood and Family Services Director, 623-333-2700, gmontes@avondale.org

(7) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

This activity will be targeted to the Old Town Avondale low-income neighborhood as depicted on the *Housing Condition of Foreclosed Homes* map on page 12 .

(8) Activity Description:

Include a narrative describing the area of greatest need that the activity addresses; the expected benefit to income-qualified persons; and whether funds used for this activity will be used to meet the low income housing requirement for those below 50% of area median income.

For housing related activities, include:

- tenure of beneficiaries--rental or homeownership;
- duration or term of assistance;
- a description of how the design of the activity will ensure continued affordability.

For acquisition activities, include:

- discount rate

For financing activities, include:

- range of interest rates

The City of Avondale will demolish foreclosed, abandoned and blighted residential structures in Target Areas. The city will make every effort to purchase properties prior to demolition but will proceed with demolition efforts even if the properties can not be acquired. The full cost of demolition conducted on properties not acquired will be charged to the owner of the property directly or by way of a property lien. Properties will be purchased from banks at a discount of at least 5% (less than the current market appraised value) for individual properties and 15% for bulk or aggregate purchases of property. Properties acquired and/or subsequently demolished will be redeveloped into a CDBG eligible use. Property reused as a result of acquisition is expected to benefit 8 low-income (50%) AMI households or provide an area benefit for low-income areas where at least 51% of its residents earn up to 80% AMI. NSP subsidies for new housing or public facilities will be provided as a no-interest, soft second mortgage to the owners. Avondale will provide assistance to the owner in the form of a no-interest soft-second mortgage which is due and payable if compliance with the affordability periods stipulated in 24 CFR Part 91.252 is not met. NSP funds for rental properties will be recaptured on a prorated basis.

III. Total Budget: (Include public and private components)

Activity	Unit Cost	NSP Funds	Totals
Acquisition	\$ 61,308	\$ 183,925	\$ 183,925
Demolition	\$ 55,000	\$ 165,000	\$ 165,000
Developer Services	\$ 2,600	\$ 7,800	
Administration	\$ 1,400	\$ 4,200	
Property Transfer Costs	\$ 4,000	\$ 12,000	
Total	\$ 124,308	\$ 372,925	\$ 372,925

J. Performance Measures (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent). Avondale expects to acquire and/or demolish 3 foreclosed, vacant and blighted residential

structures. Property reused as a result of acquisition is expected to benefit 8 low-income (50%) AMI households or provide an area benefit for low-income areas where at least 51% of its residents earn up to 80% AMI.

ACTIVITY 3

(1) Activity Name: NSP Program administration

(2) Activity Type: (include NSP eligible use & CDBG eligible activity) NSP Eligible Use: Administration up to 10% of allocation. NSP Eligible Activity: 24 CFR 570.205 and 206 as amended by NSP to allow 10% of grant.

(3) National Objective: (Must be a national objective benefiting low, moderate and middle income persons, as defined in the NSP Notice—i.e., ≤ 120% of area median income).

Not Applicable

(4) Projected Start Date: March 31, 2009

(5) Projected End Date: March 31, 2013.

(6) Responsible Organization: (Describe the responsible organization that will implement the NSP activity, including its name, location, and administrator contact information)

The City of Avondale, 11465 W. Civic Center Drive, Suite 220, Avondale, Arizona, 85323. Administrator Contact: Gina Montes, Neighborhood and Family Services Director, 623-333-2700, gmontes@avondale.org

(7) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

Not Applicable.

(8) Activity Description:

Include a narrative describing the area of greatest need that the activity addresses; the expected benefit to income-qualified persons; and whether funds used for this activity will be used to meet the low income housing requirement for those below 50% of area median income.

For housing related activities, include:

- tenure of beneficiaries--rental or homeownership;
- duration or term of assistance;
- a description of how the design of the activity will ensure continued affordability.

For acquisition activities, include:

- discount rate

For financing activities, include:

- range of interest rates

The City of Avondale will utilize \$246,603.90 to pay for City of Avondale personnel costs associated with administering the NSP program

IV. Total Budget: (Include public and private components)

Table 8: Administration Budget	
Administration	\$246,604

CERTIFICATIONS

(1) **Affirmatively furthering fair housing.** The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

(2) **Anti-lobbying.** The jurisdiction will comply with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

(3) **Authority of Jurisdiction.** The jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(4) **Consistency with Plan.** The housing activities to be undertaken with NSP funds are consistent with its consolidated plan, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the grantee's substantial amendment.

(5) **Acquisition and relocation.** The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD.

(6) **Section 3.** The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(7) **Citizen Participation.** The jurisdiction is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.

(8) **Following Plan.** The jurisdiction is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

(9) **Use of funds in 18 months.** The jurisdiction will comply with Title III of Division B of the Housing and Economic Recovery Act of 2008 by using, as defined in the NSP Notice, all of its grant funds within 18 months of receipt of the grant.

(10) **Use NSP funds ≤ 120 of AMI.** The jurisdiction will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income.

(11) **Assessments.** The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(12) **Excessive Force.** The jurisdiction certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(13) **Compliance with anti-discrimination laws.** The NSP grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

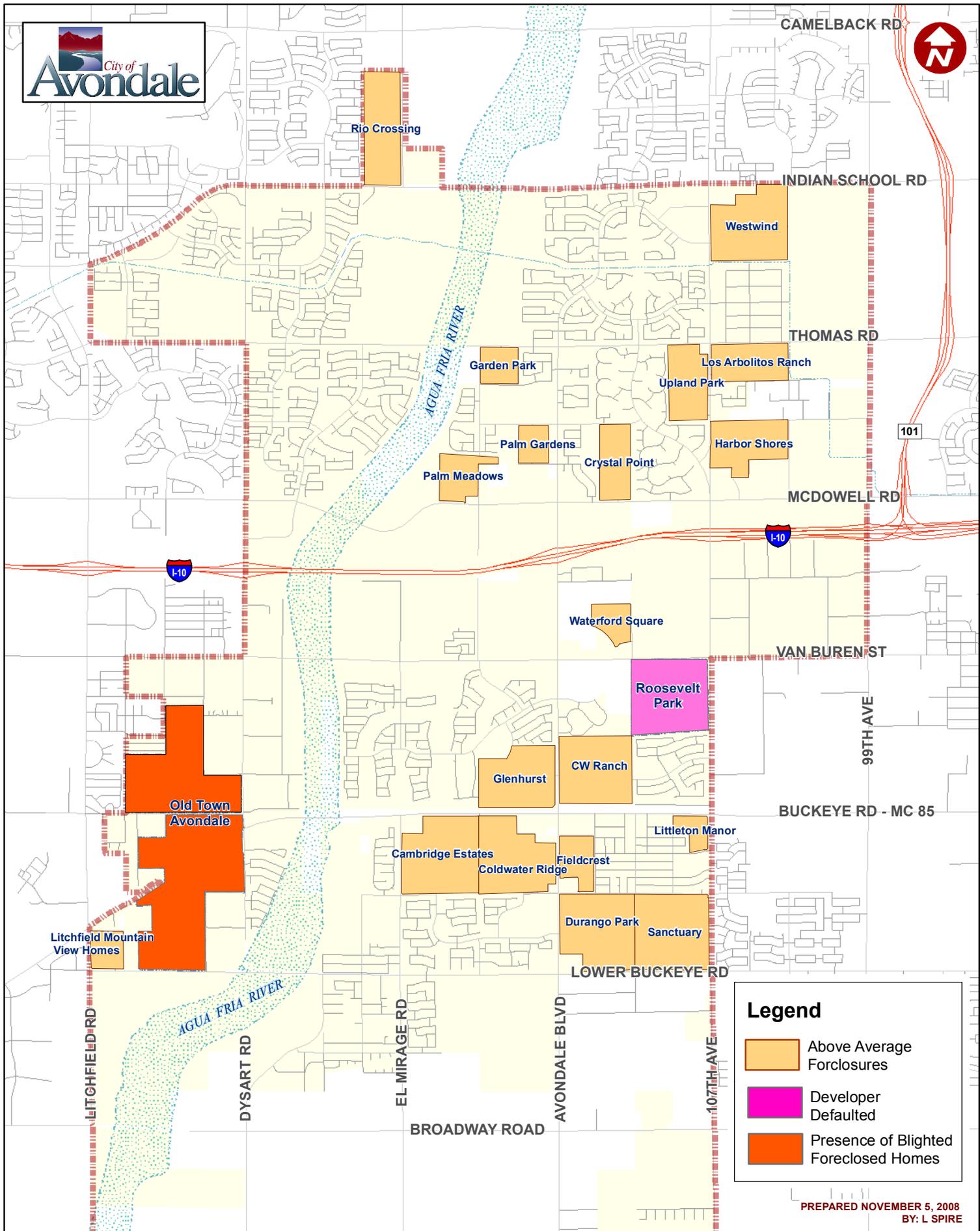
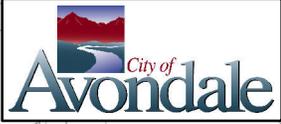
(14) **Compliance with lead-based paint procedures.** The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(15) **Compliance with laws.** The jurisdiction will comply with applicable laws.

Signature/Authorized Official

Date

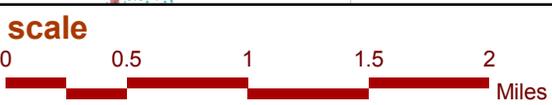
Title



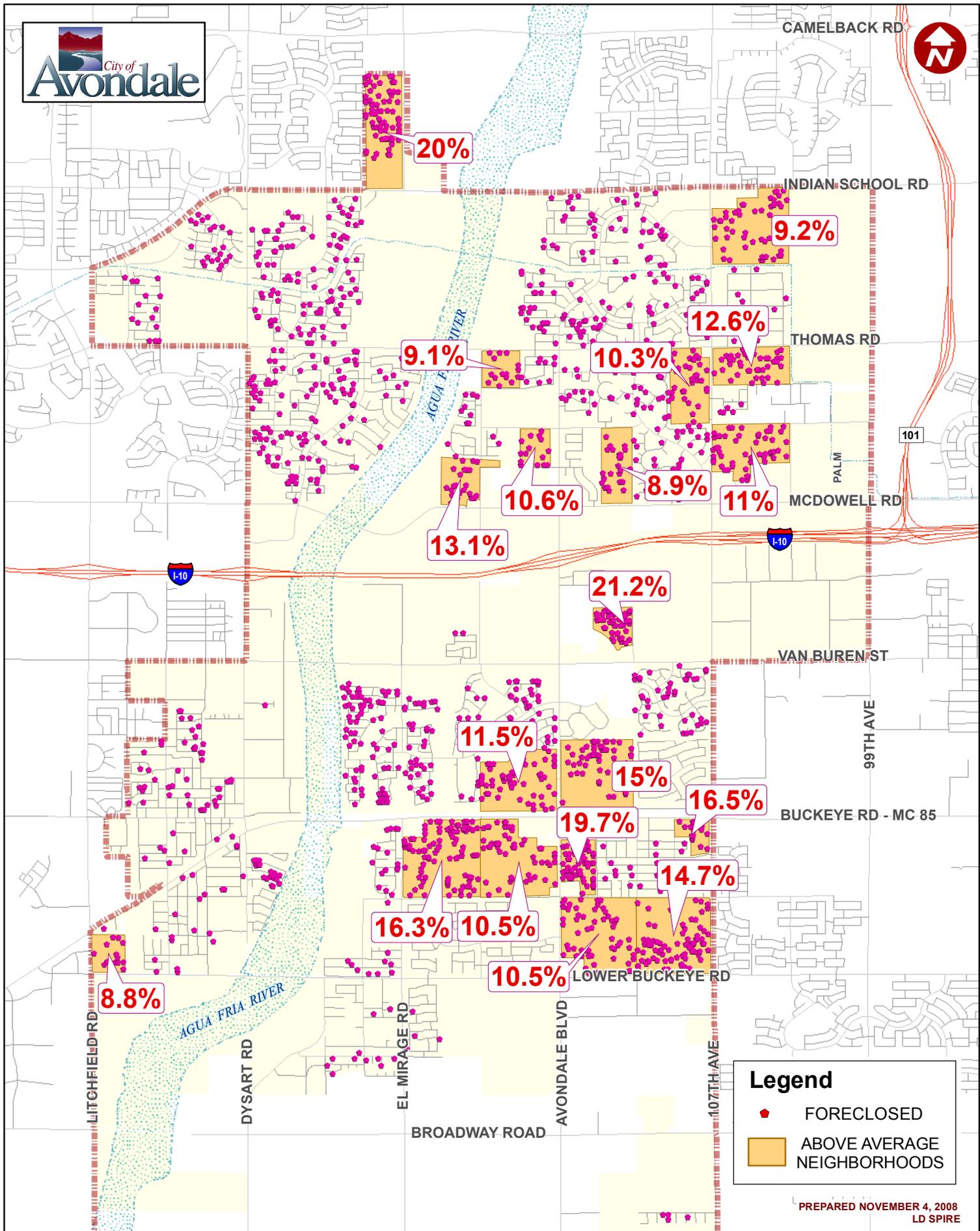
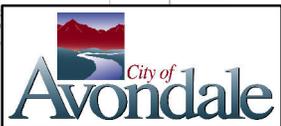
Legend

- Above Average Forclosures
- Developer Defaulted
- Presence of Blighted Foreclosed Homes

PREPARED NOVEMBER 5, 2008
BY: L SPIRE



AVONDALE NEIGHBORHOODS TARGETED FOR NSP FUNDS



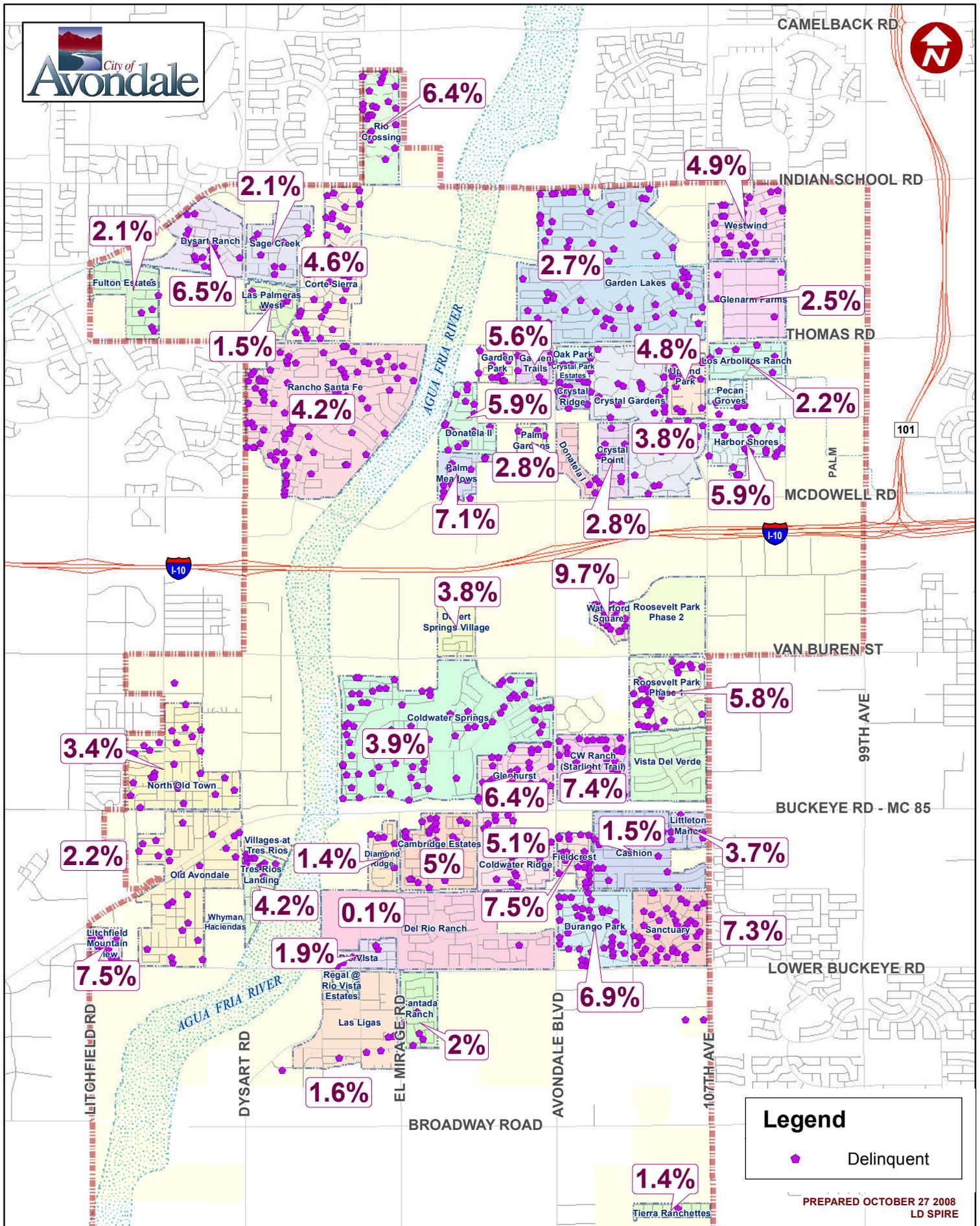
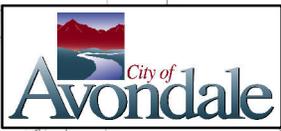
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- ◆ FORECLOSED
- ABOVE AVERAGE NEIGHBORHOODS

PREPARED NOVEMBER 4, 2008
LD SPIRE

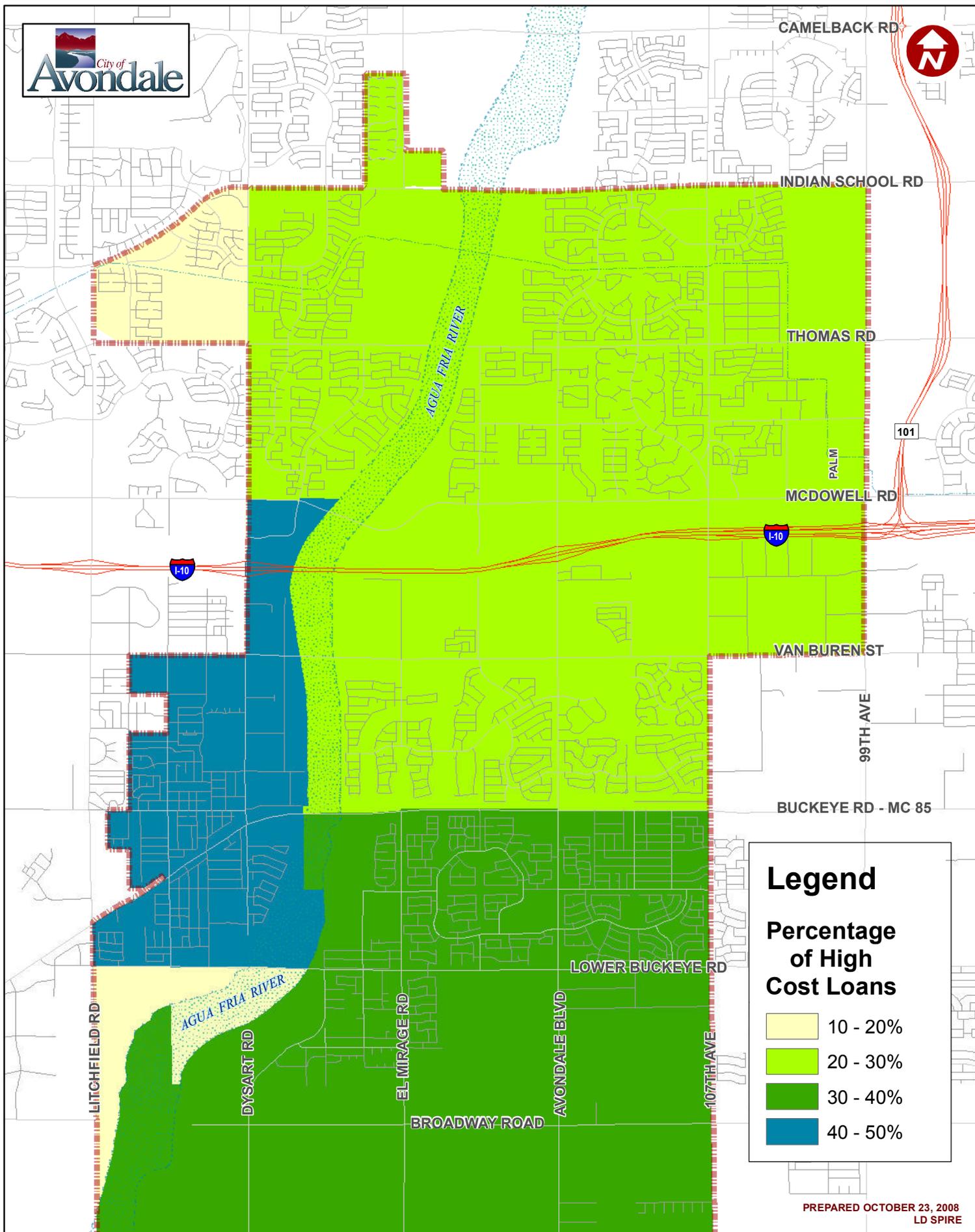
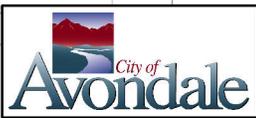


AVONDALE NEIGHBORHOODS WITH ABOVE AVERAGE PERCENTAGE OF FORECLOSED LOANS



PERCENT OF DELINQUENT LOANS AVONDALE NEIGHBORHOODS

PREPARED OCTOBER 27 2008
LD SPIRE



Legend

Percentage of High Cost Loans

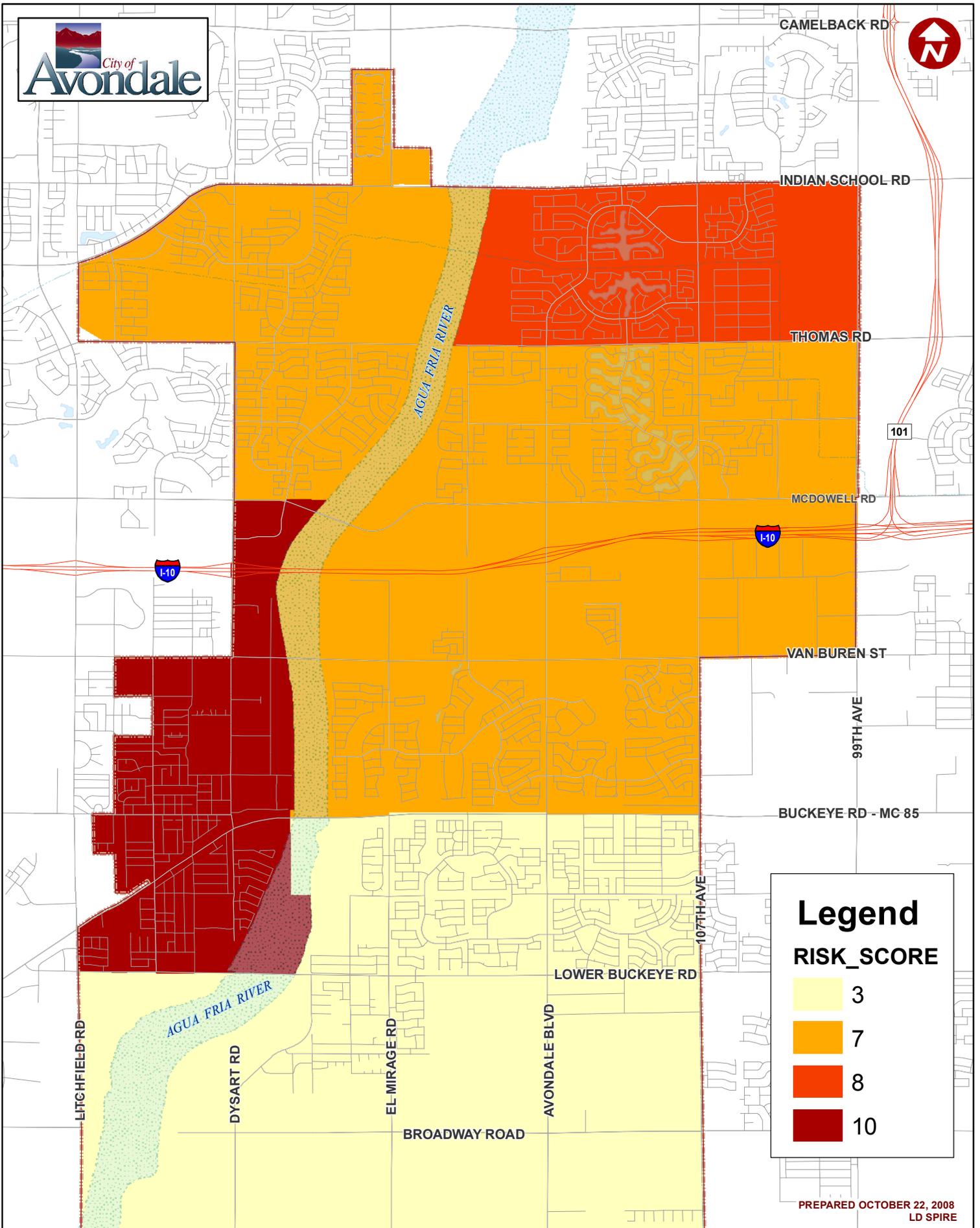
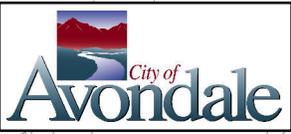
- 10 - 20%
- 20 - 30%
- 30 - 40%
- 40 - 50%

PREPARED OCTOBER 23, 2008
LD SPIRE

scale



PERCENTAGE OF HIGH COST LOANS



Legend

RISK_SCORE

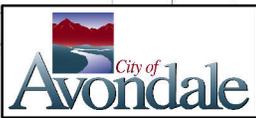
	3
	7
	8
	10

PREPARED OCTOBER 22, 2008
LD SPIRE

scale

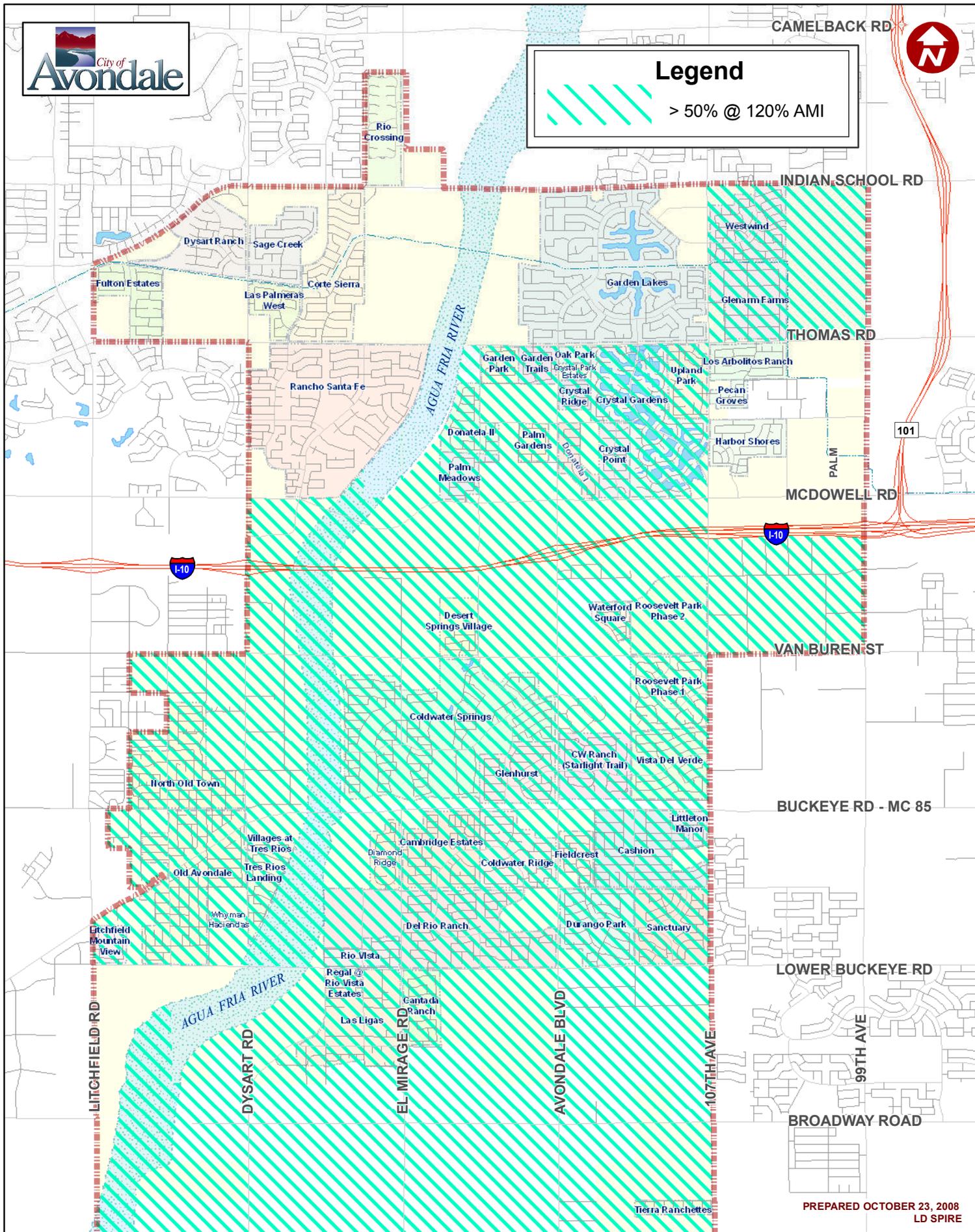


**HUD FORECLOSURE RISK SCORES
CITY OF AVONDALE**



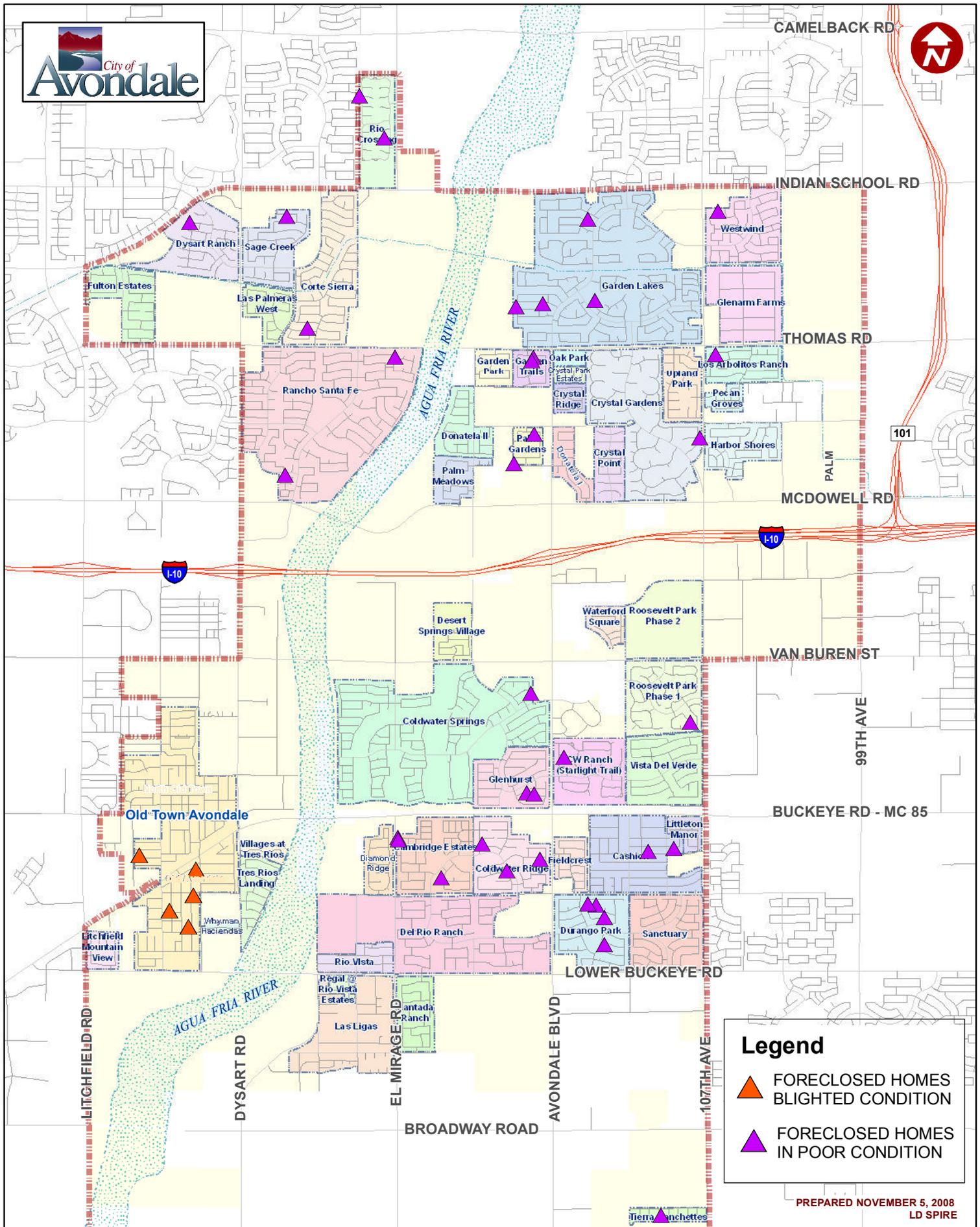
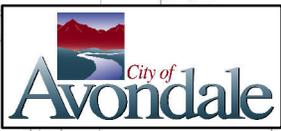
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 > 50% @ 120% AMI



PREPARED OCTOBER 23, 2008
LD SPIRE

ELIGIBLE MIDDLE INCOME AREAS



Legend

-  FORECLOSED HOMES BLIGHTED CONDITION
-  FORECLOSED HOMES IN POOR CONDITION

PREPARED NOVEMBER 5, 2008
LD SPIRE



HOUSING CONDITIONS OF FORECLOSED HOMES

RESOLUTION NO. 2786-1108

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO 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 NEIGHBORHOOD STABILIZATION FUNDS.

WHEREAS, Title III of Division B of the Housing and Economic Recovery Act (“HERA”) (Public Law 110-289, approved July 30, 2008), establishes the Neighborhood Stabilization Program (“NSP”) for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties, and provides under a rule of construction that, unless HERA states otherwise, the grants are to be considered Community Development Block Grant (CDBG) funds; and

WHEREAS, the City of Avondale (the “City”) desires to receive NSP funds to carry-out programs to arrest and minimize the effects of foreclosure within the areas of Avondale that have the greatest need; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) is prepared to provide \$2,466,039 in NSP funds to the City to use within an 18-month period from the date of receipt to purchase and redevelop abandoned and foreclosed homes and residential properties; and

WHEREAS, HUD has issued regulations in the Federal Register [under Docket No. FR-5255-N-01] (the “Regulations”) which define the statutory requirements of NSP and which require an Amendment to the 2008-2009 Annual Action Plan as a condition of receiving NSP 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 of Avondale 2008-2009 Annual Action Plan (the “Action Plan”) was approved by the City Council on April 21, 2008; and

WHEREAS, the City prepared an amendment to the Action Plan (the “Action Plan Amendment”) in accordance with the Regulations; and

WHEREAS, the City has completed public participation requirements in accordance with Regulations, including a 15 day comment period during which the draft amendment was posted on the City website (October 23, 2008 through November 7, 2008) through which comments were able to be received from City residents for incorporation into the Action Plan.

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

SECTION 1. That the Action Plan Amendment and the allocation of funding to the activities to be undertaken described below are hereby approved and authorized for submission to HUD.

NSP Allocations	
Activity	Allocation
Acquisition, Rehabilitation and Sale of Homes to 120% AMI homeowners	\$1,230,000
Acquisition, Rehabilitation/Construction of Rental Housing to 50% AMI renters	\$616,510
Demolition of Foreclosed, Vacant and Blighted Residential Properties and Redevelop into Housing or Public Facilities	\$372,925
Administration	\$246,604
Totals	\$2,466,039

SECTION 2. That the City Council hereby finds that all expenditures as set forth in the Action Plan Amendment are necessary and appropriate and further that said expenditures for the NSP program will meet the low-moderate and middle income national objective.

SECTION 3. That during the 5-year period following the approval date of the HERA (the “5-Year Period”), any revenue generated from the sale, rental, redevelopment, rehabilitation or other eligible use that is in excess of the cost to acquire and redevelop or rehabilitate an abandoned or foreclosed upon home or residential property (“Excess Revenues”) shall be reinvested by the City into the NSP and used to carry out the purpose and intent of the NSP. Any Excess Revenues remaining at the end of the 5-Year Period shall be deposited into the Treasury of the United States.

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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, November 17, 2008.

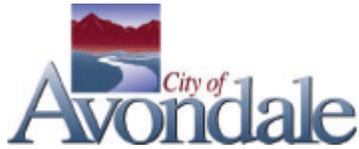
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
Possible YMCA Resolution

MEETING DATE:
November 17, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Mayor Lopez Rogers would like to discuss with the City Council a request she received to sign a joint resolution with Mayors of the cities of Goodyear and Litchfield Park regarding support for the funding efforts of the Southwest Valley YMCA. The funding is being sought to construct a gymnasium on the YMCA campus. Attached is the proposed resolution.

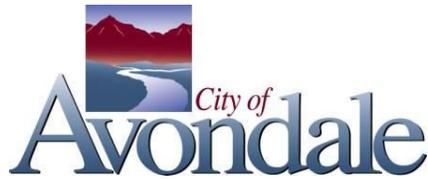
RECOMMENDATION:

For discussion and possible direction.

ATTACHMENTS:

Click to download

 [Proposed Resolution](#)



3-CITY RESOLUTION OF SUPPORT FOR SOUTHWEST VALLEY REGIONAL YMCA'S CONSTRUCTION OF A GYM

WHEREAS, the YMCA provides programs and services that promote four core values: caring, honesty, respect, responsibility;

WHEREAS, the Southwest Valley Regional YMCA has 10,485 members and 923 program members of which 6,032 were youth under the age of 18;

WHEREAS, no person is denied YMCA membership or program participation by reason of inability to pay fees;

WHEREAS, \$199,145 of Financial Assistance and subsidies were allocated to West Valley children, families, and adults;

WHEREAS, each day, as many as 663 children attend Southwest Valley Regional YMCA before/after-school and preschool licensed day care programs;

WHEREAS, in 2007, over 1,723 youth and teens participated in Southwest Valley Regional YMCA sports programs;

WHEREAS, on average 3,000 members per month utilize Southwest Valley Regional YMCA health & wellness equipment and/or programs;

WHEREAS, it is apparent from the above statements that the YMCA has made a significant contribution to the Southwest Valley; and

WHEREAS, a gymnasium will provide vast new programming possibilities and a much needed amenity by which the citizens of the Southwest Valley will greatly benefit:

Page 2 - 3-CITY RESOLUTION OF SUPPORT FOR SOUTHWEST VALLEY REGIONAL YMCA'S CONSTRUCTION OF A GYM

NOW, THEREFORE, we, the three Mayors of the cities of Avondale, Goodyear and Litchfield Park, Arizona representing our cities, do hereby resolve to support the Southwest Regional YMCA in its efforts to raise funds for construction of a gymnasium to benefit area residents.

_____ on the xxx day of xxxxx, two thousand and eight
Mayor of Avondale

Attest:

City Clerk

_____ on the xxx day of xxxxx, two thousand and eight
Mayor of Goodyear

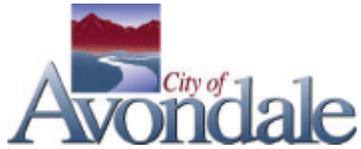
Attest:

City Clerk

_____ on the xxx day of xxxxx, two thousand and eight
Mayor of Litchfield Park

Attest:

City Clerk



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
November 17, 2008

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk 623-333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to considers its position and instruct the City Attorney regarding the Council's position regarding contract negotiations for the purchase of water resources.

ATTACHMENTS:

[Click to download](#)

No Attachments Available