

CITY COUNCIL AGENDA

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

REGULAR MEETING
December 8, 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 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

- a. [Don Mellon, owner of McDonald's restaurant in recognition of annual Thanksgiving McFeast Event](#)

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. [APPROVAL OF MINUTES](#)

Work Session of December 1, 2008
Regular Meeting of December 1, 2008

b. [RESCHEDULING OF 2009 CITY COUNCIL MEETINGS](#)

City Council will consider a request to reschedule 2009 City Council meetings in observance of legal holidays that fall on the days of regularly scheduled meetings and to accommodate other scheduling conflicts. The Council will take appropriate action.

c. [LIQUOR LICENSE ACQUISITION OF CONTROL – HENRY'S JACKS PLACE](#)

City Council will consider a request to approve an application for acquisition of control submitted by Mr. Henry Beltran on behalf of Henry's Jacks Place located at 613 E Western Avenue for a Series 6 Liquor License - On-Sale Retailer's license to sell all spirituous liquors. The Council will take appropriate action.

d. [SECOND AMENDMENT TO PRINTING CONTRACT SERVICES WITH BRIO GROUP DESIGN LLC](#)

City Council will consider a request to approve a contract renewal with Brio Group Design LLC for the City's business cards, letterhead and envelopes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - CENTURY GRAPHICS FOR PRINTING OF PUBLIC INFORMATION AND MARKETING MATERIALS

City Council will consider a request to extend the term of the Professional Services Agreement with Century Graphics of Phoenix for the printing of public information and marketing materials and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. PURCHASE OF COMBINATION SEWER CLEANING TRUCK

City Council will consider a request to authorize the City to enter into an agreement with the Houston-Galveston Area Council for the purchase of one Vactor 2100 PD combination sewer cleaning truck from Norwood Equipment Inc. for a total of \$331,685.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. PURCHASE AUTHORIZATION - ARMORED GROUP, LLC OF SWAT TRANSPORT VAN

City Council will consider a request to approve the purchase of a SWAT transport van from Armored Group, LLC in the amount of \$65,070.08 with \$65,000.00 in grant funding from the Gila River Indian Community and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 2790-1208 - ACCEPTANCE OF GOHS GRANT FOR DUI TASK FORCE OVERTIME

City Council will consider a Resolution authorizing the acceptance of a grant in the amount of \$50,000 for the Avondale Police Department's Driving Under the Influence Task Force overtime through the Governor's Office of Highway Safety Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 2789-1208 - APPROVING CHANGE ORDERS 6, 7 AND 8 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR TRANSIT SERVICES

City Council will consider a Resolution approving change orders 6, 7 and 8 to an Intergovernmental Agreement with the City of Phoenix for transit services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 PUBLIC HEARING AND ORDINANCE 1339-1208 - AMENDMENT TO THE THREE RIVERS PAD (Z-07-13)

City Council will hold a public hearing and consider an ordinance to approve a request from Ms. Lynne Lagarde of Earl, Curley and Lagarde, P.C. on behalf of Mr. Michael Blenis of Arizona Land Company, LLC for an amendment to the Three Rivers Planned Area Development (PAD) to apply only to 40 acres of the property located at the northeast corner of Van Buren Street and 105th Avenue. The Council will take appropriate action.

6 PAD ZONING DISTRICT REVERSIONS FOR FOUR PROPERTIES

City Council will consider a request to initiate an amendment to the zoning map to revert the zoning classification of four expired Planned Area Development Zoning Districts (PAD).

7 AMENDMENT NO. 4 TO THE DESIGN-BUILD CONTRACT WITH LANDSCAPES UNLIMITED FOR PHASE II OF FESTIVAL FIELDS

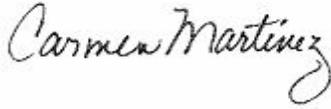
City Council will consider a request to approve Amendment No. 4 to the Design-Build Agreement with Landscapes Unlimited, LLC in the amount of \$104,164.65 and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

8 FILLING OF POTENTIAL VACANCY IN THE CITY COUNCIL

City Council will consider and discuss options for the filling of a potential vacancy in the City Council. The Council will take appropriate action.

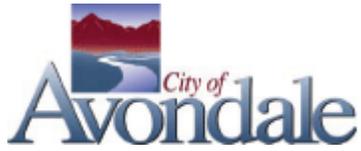
9 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

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:

Don Mellon, owner of McDonald's restaurant in recognition of annual Thanksgiving McFeast

MEETING DATE:

December 8, 2008

TO: Mayor and Council

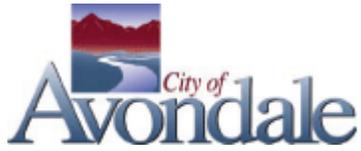
FROM: Carmen Martinez

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

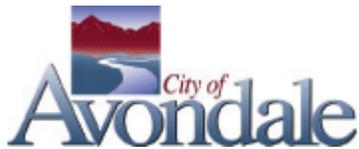
MEETING DATE:
December 8, 2008

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 2009 City Council Meetings

MEETING DATE:
December 8, 2008

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

PURPOSE:

Staff is requesting that the City Council reschedule three regularly scheduled Council Meetings in 2009 due to the observance of legal holidays and to accommodate other scheduling conflicts.

DISCUSSION:

The City Council Rules of Procedure read that when the day of a regularly scheduled City Council meeting falls on a legal holiday, no meeting shall be held on such holiday, but said meeting may be held at the same time and the same location on the next succeeding business day thereafter that is not a holiday or at such other time as designated by the City Council.

Upon reviewing the 2009 calendar, Staff has determined there is a conflict with the following legal holidays and is recommending rescheduling of those meetings as indicated below. In order to accommodate Council attendance to the National League of Cities' Congressional City Conference, staff is also proposing rescheduling the March 16th meeting. Staff is recommending that the meeting regularly scheduled for September 7, 2009 (Labor Day) be rescheduled to Monday, September 14, 2009 in order to avoid a conflict with the City's Primary Election.

<i>Holiday</i>	<i>Date of Holiday/ Conference</i>	<i>New Meeting Date</i>	<i>Notice Published</i>
Martin Luther King Jr. Day	January 19, 2009	January 12, 2009	January 6, 2009
Presidents' Day	February 16, 2009	February 17, 2009	February 10, 2009
NLC Conference	March 16, 2009	March 9, 2009	March 3, 2009
Labor Day	September 7, 2009	September 14, 2009	September 1, 2009

The City Charter requires that any change in the regular meeting day, time or place be published in a newspaper of general circulation. In order to comply with this requirement and to notify the citizens of the meeting changes, city staff will publish notices in the West Valley View as indicated above.

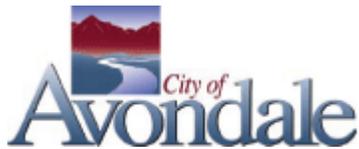
RECOMMENDATION:

Staff is recommending that City Council reschedule 2009 regular City Council Meetings as indicated above in observance of legal holidays and to accommodate other scheduling conflicts.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Liquor License Acquisition of Control – Henry's
Jacks Place

MEETING DATE:

December 8, 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 from Mr. Henry Beltran for an Acquisition of Control for Henry's Jacks Place – Series 6 Liquor License – On-Sale Retailer's license to sell all spirituous liquors located at 613 East Western Avenue.

DISCUSSION:

The City Clerk's Department has received an application from Henry Beltran for an acquisition of control of Henry's Jack Place for modifications to the structure of the the limited liability company.

The original liquor license application for this establishment was reviewed and approved by Council in 1977. An application for an extension of premises at the location was reviewed and approved by City Council on November 17, 2003. The Avondale City Code requires that this application for acquisition of control be treated as a new application and undergo the customary review and approval process.

The required fees for this application have been paid. As required by state law and city ordinance, the application was posted at the location from November 18 to December 7, 2008 and a notice was published in the West Valley View on November 25 and 28, 2008. No comments were received.

It should be noted that while the establishment is within 300 feet of a church, it predates the church and therefore it does not constitute a violation of the law.

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

RECOMMENDATION:

City Staff is recommending that Council approve this request for an acquisition of control for Henry's Jacks Place.

ATTACHMENTS:

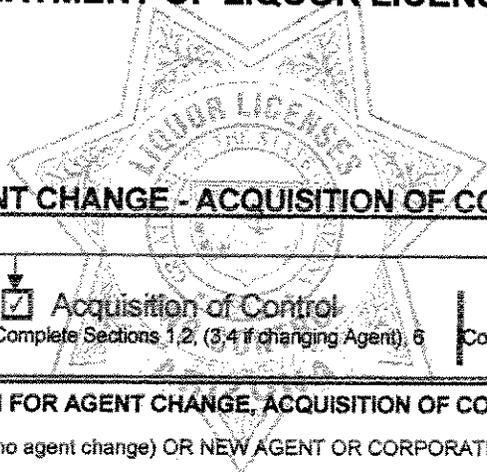
Click to download

- [Application for acquisition of control](#)
- [Comments](#)
- [Vicinity Map](#)
- [Pictures](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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



APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box

<input type="checkbox"/> Agent Change Complete Sections 1,2,3,4,6 (See Note 1 on back)	<input checked="" type="checkbox"/> Acquisition of Control Complete Sections 1,2, (3,4 if changing Agent), 5	<input type="checkbox"/> Restructure Complete Sections 1,2,(3,4 if changing Agent), 5,6 (See Note 2 on back)
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SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR LLC CONTROLLING MEMBER)

Beltran	Henry	C.	06070035
Last	First	Middle	Liquor License #
- Corporation L.L.C. N/A: Henry's Jacks Business LLC Corp. File #: L-1411109-8
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- Business Name: Henry's Jacks Place
- Business Address: 613 East Western Avondale Maricopa 85323
(Do not use P.O. Box Number) City COUNTY Zip
- Is the business located within the incorporated limits of the above city or town? Yes No
- Mailing Address: _____ Avondale AZ 85323
City State Zip
- Business Phone: (623) 932 0190 Residence Phone: _____
- Does this transaction involve the sale of any portion of the corporate stock? YES NO N/A If yes, submit a certified copy of minutes.
- Has there been any change of officers? YES NO N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

- List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip
Beltran	Henry	C.	member		
Beltran	Carmen	G.	member		
Beltran	Reynolds	S	member		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

- List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City State Zip
Beltran	Henry	C.	46		
Beltran	Carmen	G.	45		
No other person owns 10%					

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

Date Received 10/27/2008
CSR J. Espada

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ARTICLES OF AMENDMENT
Pursuant to A.R.S. 29-633 (F)

RECEIVED

OCT 27 2008

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

1. The name of the limited liability company is:

Henry's Jacks Business LLC

2. Attached hereto as Exhibit A is the text of the amendment.

Dated this 8th day of September, 2008.

Signature:

Henry C. Beltran

Print Name: Henry C. Beltran

Check One: Member Manager

DO NOT PUBLISH THIS SECTION

The amendment must be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is reserved to the members.

EXHIBIT A

(Insert the text of the amendment)

Pursuant to A.R.S. Section 29-633, the following is an amendment to the articles of organization:

1. The name of limited liability company is Henry's Jacks Business LLC.
2. The initial articles of organization were filed on November 27, 2007.
3. Management of the limited liability company is reserved to the members and this amendment is required because there is a change in the persons who are members of the limited liability company. The names and addresses of the persons who are members of the limited liability company are:

Henry C. Beltran,
Carmen G. Beltran,
Reynaldo G. Beltran,

Avondale, AZ 85323
Avondale, AZ 85323
Avondale, AZ 85323

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OPERATING AGREEMENT
OF
Henry's Jacks Business LLC
an Arizona limited liability company

THIS OPERATING AGREEMENT (this "Agreement") is entered into as of the 8th day of September, 2008, by and among Henry C. Beltran as Member, Carmen G. Beltran as Member, and Reynaldo G. Beltran as Member, of Henry's Jacks Business LLC, an Arizona limited liability company (the "Company"), pursuant to the provisions of the Arizona Limited Liability Company Act (the "Act").

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Organization. The Company was organized as an Arizona limited liability company effective as of the date on which Articles of Organization ("Articles") were filed with the Arizona Corporation Commission. It is the intent of the Members that the Company always shall be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.2 Name. The name of the Company shall be Henry's Jacks Business LLC, and all business of the Company shall be conducted in such name. The Company shall hold all of its property in the name of the Company and not in the name of any Member.

1.3 Purpose. The purpose of the Company is to own and operate a bar and cocktail lounge business at 613 East Western, Avondale, Arizona 85323.

1.4 Principal Place of Business; Registered Office. The principal place of business and registered office of the Company shall be at _____, Avondale, Arizona 85323 or at such other place as the Members shall designate.

SECTION 2. MEMBERS

The Members of the Company and the Interest owned by each Member are as follows:

<u>Name of Member</u>	<u>Interest owned by Member</u>
Henry C. Beltran	46
Carmen G. Beltran	45
Reynaldo G. Beltran	9

SECTION 3. ALLOCATIONS

3.1 Profits and Losses. Profits and Losses shall be allocated to the Members according to their percentage of ownership interest in the Company.

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3.2 Capital Accounts. An individual Capital Account shall be maintained for each Member.

SECTION 4. DISTRIBUTIONS

Net Cash from Operations. Net Cash From Operations shall be distributed to the Members based on their participating percentages.

SECTION 5. EMPLOYMENT

Employment of Members. Nothing in this Operating Agreement shall prohibit any Member from being employed by the Company. Any Member who is employed by the Company shall devote his or her full time, attention and energies to the business owned by the Company and shall not, without prior consent of the Company, engage in any other occupation, profession or business.

SECTION 6. TAX MATTERS PARTNER

Tax Matters Partner. Reynaldo G. Beltran is hereby designated to act as the member that will handle accounting and other matters specified herein for the Company (the "Accounting Member") and is hereby designated the "tax matters partner" pursuant to Section 6221 of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

SECTION 7. RESTRICTIONS ON TRANSFERABILITY.

Transferability. Except for a Permitted Transfer to a Permitted Transferee, no Member may sell, transfer, pledge, hypothecate or grant any security interest in all or any part of its interest in the Company or its right to recover income or profit from the Company, or to admit any other party as a member of the Company without the affirmative vote of all the Members.

Permitted Transfer. A "Permitted Transfer" is any Transfer by a Member of all or any portion of his interest in the Company to a Permitted Transferee. A "Permitted Transferee" of a Member is any Person who is (a) a member of the Member's immediate family; (b) the Member's estate; (c) a revocable trust owned by the Member and established for estate planning purposes; (d) a family partnership controlled by the Member and established for estate planning purposes; or (e) approved by the other Members as a Permitted Transferee.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 Construction; Representation. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

8.2 Time. Time is of the essence with respect to this Agreement.

8.3 Severability. Every provision of this Agreement is intended to be severable. If

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any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

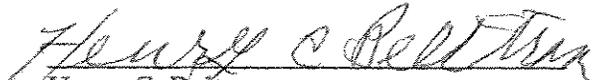
8.4 Additional Documents. Each Member agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

8.5 Arizona Law. The laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members.

8.6 Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties and supersedes all agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Members.

IN WITNESS WHEREOF, the parties have entered into this Operating Agreement.

Members:


Henry C. Beltran


Carmen G. Beltran


Reynaldo G. Beltran

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SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? [X] YES [] NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: _____ Date of last renewal: _____

2. Current Licensee or Agent: _____ (Exactly as it appears on license) Last First Middle

I, _____ (Print full name), hereby consent to the agent appointment named herein and agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

State of _____ County of _____

X _____ (Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER) The foregoing instrument was acknowledged before me this _____ day of _____ Month Year

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

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? [] YES [] NO If yes, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

- [] J.T.W.R.O.S.
[] INDIVIDUAL
[] PARTNERSHIP
[] CORPORATION
[] LIMITED LIABILITY CO.
[] TRUST
[] OTHER Explain _____

Type of new ownership:

- [] J.T.W.R.O.S.
[] INDIVIDUAL
[] PARTNERSHIP
[] CORPORATION
[] LIMITED LIABILITY CO.
[] TRUST
[] OTHER Explain _____

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, Henry C. Beltran (Print full name), hereby declare that I am the APPLICANT filing this application.

have read the application and the contents and all statements are true, correct and complete.

x Henry C. Beltran (Signature of INDIVIDUAL OR AGENT) State of Arizona County of Maricopa The foregoing instrument was acknowledged before me this _____ of _____ 2008

My commission expires on: 4-11-2011 (Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure MUST be submitted with this application (A.R.S. 4-209.A)

108 OCT 27 09:14: PM 2008

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

FP Walker
4/2008
802-945
1007

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

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

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

Liquor License #

Eff. 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

06070035

(If the location is currently licensed)

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

1. Check appropriate box →

<input type="checkbox"/> Owner	<input type="checkbox"/> Partner	<input checked="" type="checkbox"/> Stockholder	<input checked="" type="checkbox"/> Member	<input type="checkbox"/> Officer	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Manager(Only)
<input type="checkbox"/> Other						
(Complete Questions 1-20 & 24)						(Complete All Questions except # 14, 14a & 25)
Licensee or Agent must complete # 25 for a Manager						Licensee or Agent must complete # 25

2. Name: Beltran Henry C. Date of Birth: _____
Last First Middle (This Will Not become a part of Public Records)

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

4. Place of Birth: Avondale AZ US Height: 5'6" Weight: 150 Eyes: BR Hair: BR
City State Country (not country)

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

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

7. You are a bona fide resident of what state? AZ If Arizona, date of residence _____

8. Telephone number to contact you during business hours for any questions regarding this document. (623) _____

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

10. Name of Licensed Premises: Henry's Jacks Place Premises Phone: (623) 932 0190

11. Licensed Premises Address: 613 East Western Avondale Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
07/1977	CURRENT	owner	Henry's Jacks Place, 613 East Western, Avondale, AZ 85323

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
12/1985	CURRENT	OWN	If rented, attach additional sheet giving name, address and phone number of landlord	Avondale	AZ	85323

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

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

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

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

Manager Section

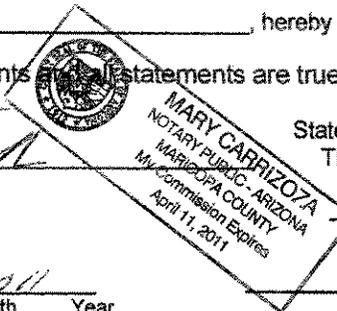
21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
 If the answer to #21 is "NO" course must be completed **BEFORE ISSUANCE** of a new license **OR APPROVAL** on an existing license.
22. Do you make payments to the licensee? YES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

24. I, Henry C. Beltran, hereby declare that I am the APPLICANT filing this questionnaire.

(Print full name of Applicant)

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

Henry C. Beltran
(Signature of Applicant)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

8th day of SEPTEMBER, 2008
Day Month Year

Mary Carrizosa
(Signature of NOTARY PUBLIC)

My commission expires on: 4-11-2011
Day Month Year

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

25. I, (Print Licensee/Agent's Name): _____

Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

OCT 27 09 11 AM '08

Statement for Personal Questionnaire of Henry C. Beltran:

Questions 18 & 20:

I have owned Liquor License Number 06070035 since July 1977. There have been violations: July 2006, No Manager's Agreement on File, Purchased Alcohol from Non-primary Source, paid fine and filed manager's agreements; September 2004, Sale to Underage, Failure to Request Identification, Employee Consuming on Duty, Unaccompanied Underage Person on Premises, paid fine; June 2001, Sale of Alcohol on Credit, warning letter; February 1998, Liquor removed from premises in broken package, Customer brought alcohol onto premises, warning letter; October 1993, Sale to Underage, Failure to Request Identification, paid fine.

Date: 09-08-08


Henry C. Beltran

08 OCT 27 10:41 AM '08

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

802-245

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

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

QUESTIONNAIRE

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

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

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

Liquor License #

Eff. 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

06070035

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

(If the location is currently licensed)

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

2. Name: Beltran Carmen G. Date of Bi Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Num Drivers Licens State: AZ (This Will Not become a Part of Public Records)

4. Place of Birth: Peoria AZ US Height: 5' Weight: 160 Eyes: BR Hair: BR City State Country (not county)

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

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

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 07-1934

8. Telephone number to contact you during business hours for any questions regarding this document

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

10. Name of Licensed Premises: Henry's Jacks Place Premises Phone: (623) 932 - 0190

11. Licensed Premises Address: 813 East Western Avondale Maricopa 85323 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
07-2008	CURRENT	unemployed	
12-2002	07-2008	poll worker	Maricopa County Elections Department, 111 S. 3rd Ave., Phoenix, AZ 85003

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet giving name, address and phone number of landlord)	City	State	Zip
12-1985	CURRENT	OWN		Avondale	AZ	85323

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

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

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

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

Manager Section

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

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

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

Carmen G. Beltran
(Signature of Applicant)



State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 5th day of SEPTEMBER, 2008
Day Month Year

My commission expires on: 4-11-2011
Day Month Year

Mary Carrizoza
(Signature of NOTARY PUBLIC)

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

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

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

X _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

Statement for Personal Questionnaire of Carmen G. Beltran:

Questions 18 and 20: I have not previously applied for a liquor license. I am married to Henry C. Beltran who owned Liquor License Number 06070035 individually from July 1977 to April 2008. As Henry's wife, I owned a community property interest in the Liquor License during the time he owned it individually.

Date: 09-08-08

Carmen G. Beltran
Carmen G. Beltran

09 OCT 27 11:41:12 AM '08

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

09 OCT 2007 10:12:47

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

CARMEN G. BELTRAN

Individual Name (Print)

Carmen G. Beltran

Individual Signature

TYPE OF TRAINING COMPLETED

TRAINER MUST CHECK YES OR NO FOR EACH TYPE

10/10/07

Date Training Completed

YES NO BASIC

YES NO ON SALE

YES NO MANAGEMENT

YES NO OFF SALE

YES NO BOTH

YES NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE

BUSINESS NAME

LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

ALCOHOL INDUSTRY CONSULTING

Company or Individual Name

9800 N. 75th Street

Address

Scottsdale

AZ

85258

(480) 225-1034

City

State

Zip

Phone

I Certify the above named individual has successfully completed the specified program(s).

MYRON MUSFELDT

Trainer Name (Print)

Myron Musfeldt

Trainer Signature

10/10/07

Date

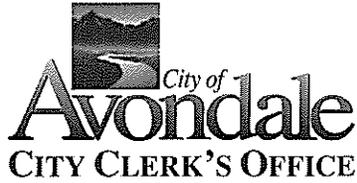
Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2). Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) **WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.**

Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.

Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL

ROUTING:

POLICE DEPARTMENT
 FIRE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: HENRY BELTRAN

BUSINESS NAME: HENRY'S JACKS PLACE

ADDRESS: 613 EAST WESTERN AVENUE

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

PURPOSE OF EXTENSION: CHANGE OF MEMBERS IN LIMITED LIABILITY COMPANY

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



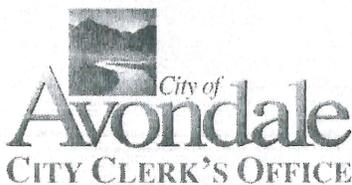
SIGNATURE
Police Chief

TITLE

12/1/08

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DECEMBER 8, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 26, 2008**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: HENRY BELTRAN

BUSINESS NAME: HENRY'S JACKS PLACE

ADDRESS: 613 EAST WESTERN AVENUE

CITY: AVONDALE

STATE: AZ

ZIP CODE: 85323

PURPOSE OF EXTENSION: CHANGE OF MEMBERS IN LIMITED LIABILITY COMPANY

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Jane G. Long

SIGNATURE

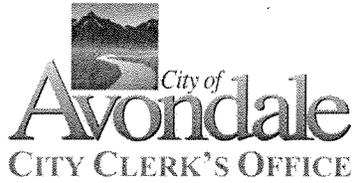
12/2/08

DATE

Asst. Fire Marshal

TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DECEMBER 8, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 26, 2008**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: HENRY BELTRAN

BUSINESS NAME: HENRY'S JACKS PLACE

ADDRESS: 613 EAST WESTERN AVENUE

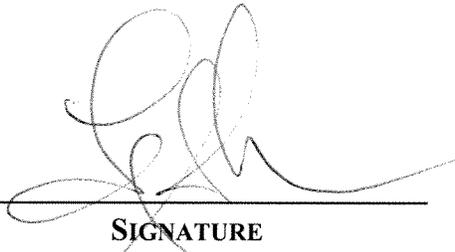
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EXTENSION: CHANGE OF MEMBERS IN LIMITED LIABILITY COMPANY

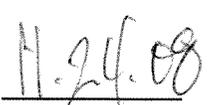
DEPARTMENTAL COMMENTS:

APPROVED

DENIED



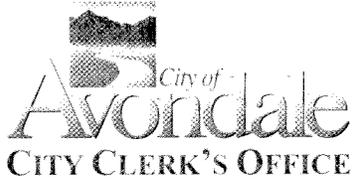
SIGNATURE



DATE

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DECEMBER 8, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 26, 2008



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: HENRY BELTRAN

BUSINESS NAME: HENRY'S JACKS PLACE

ADDRESS: 613 EAST WESTERN AVENUE

CITY: AVONDALE

STATE: AZ

ZIP CODE: 85323

PURPOSE OF EXTENSION: CHANGE OF MEMBERS IN LIMITED LIABILITY COMPANY

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



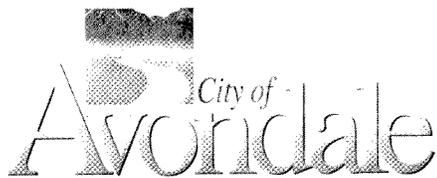
SIGNATURE
zoning specialist

TITLE

11/25/08

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DECEMBER 8, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 26, 2008



DEVELOPMENT SERVICES

MEMORANDUM

DATE: November 25, 2008

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

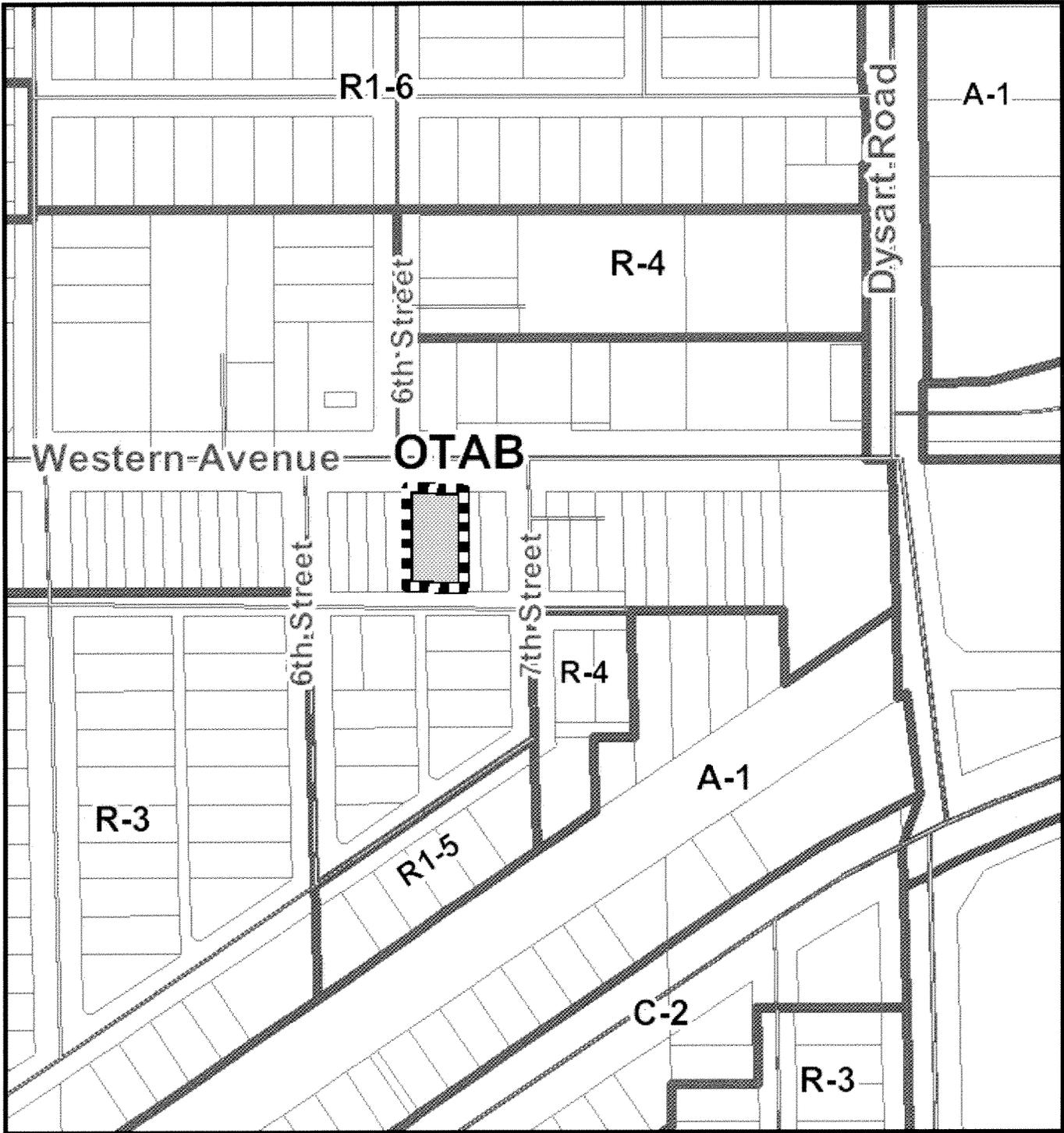
SUBJECT: Acquisition of Control - Series 6 Bar Liquor License
Henry Jack's Place – 613 E. Western Avenue

The site is generally located on the south side of Western Avenue between 6th Street and 7th Street. The business owner is filing for an acquisition of control to add additional business owners to his current Series 6 Bar License.

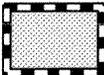
Henry Jack's Place is exempt from separation requirements as they pertain to the three churches that have been operating within 300 feet of the bar prior to this request. No additional churches will be located within this 300 foot buffer. There are no separation issues pertaining to this request.

The General Plan designates the property as Mixed Use. The site is currently zoned OTAB (Old Town Avondale Business District). This use is considered legal non-conforming.

Attachment: 2007 Aerial Photograph
Zoning Vicinity Map



Zoning Vicinity Map

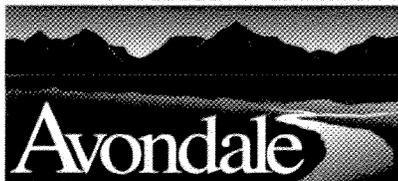


Henry Jack's Place



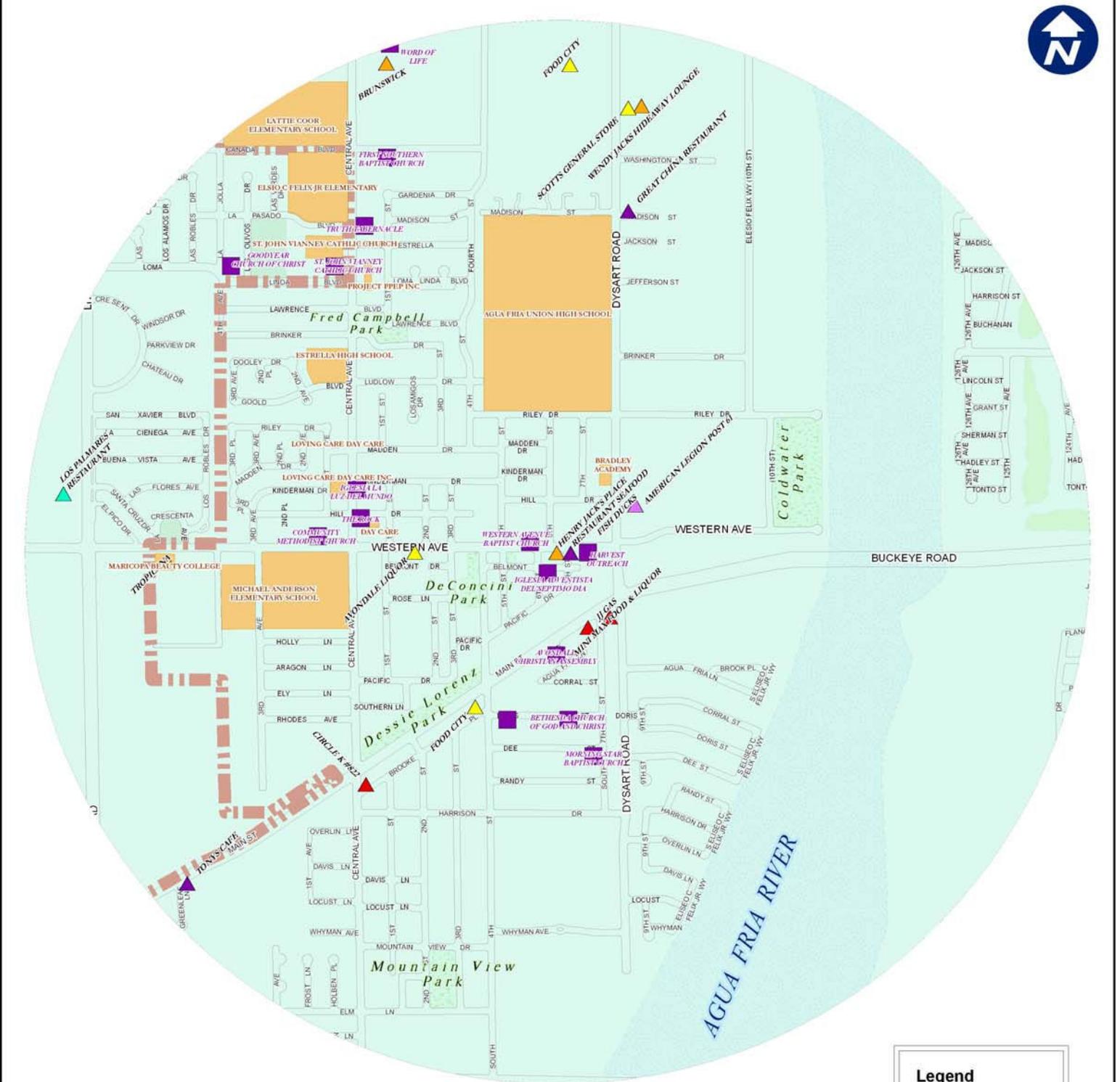


2008 Aerial Photograph



Henry Jack's Place





**Henry Jack's Place
613 E Western Ave
1 Mile Buffer**

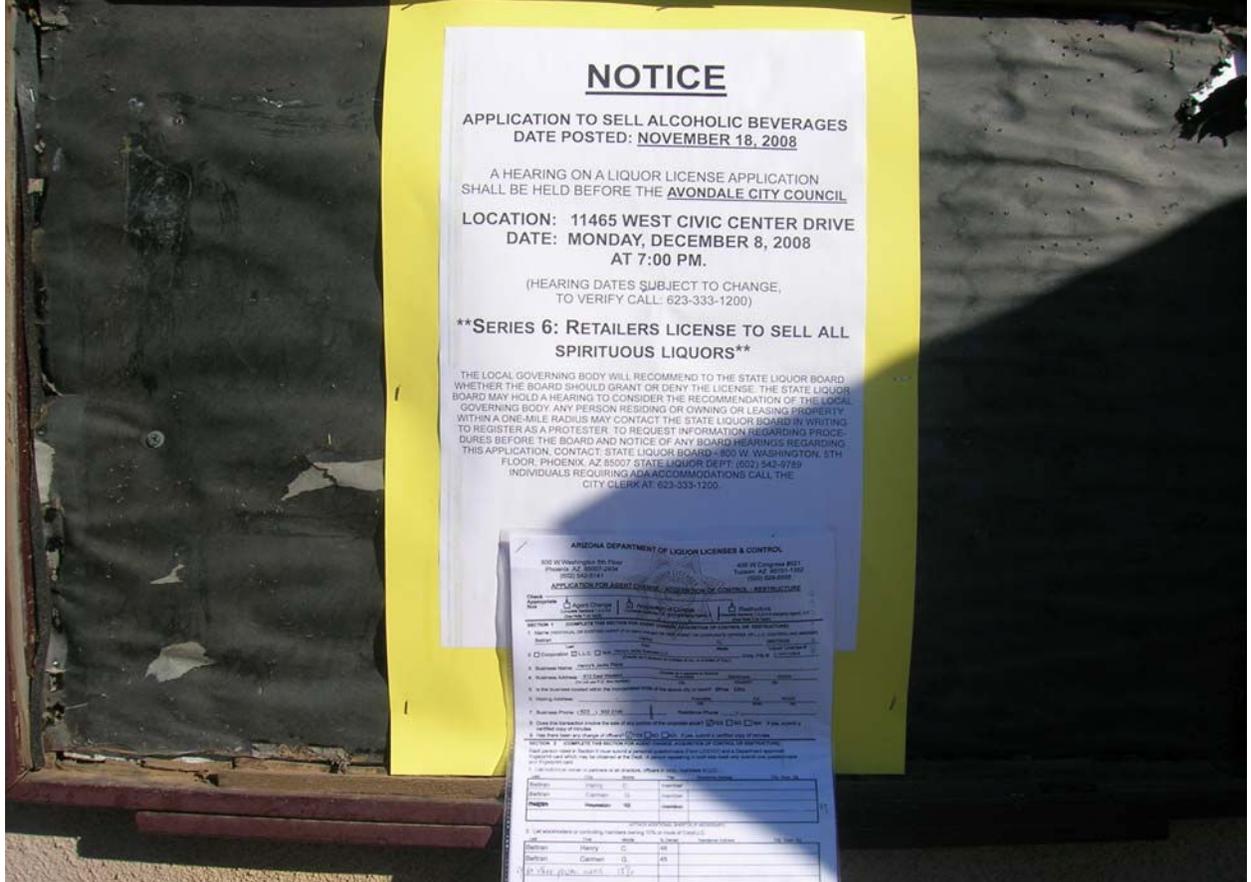
Legend

PLACES OF WORSHIP

- CHURCH (Purple square)

Liquor License

- SERIES 6 (Orange triangle)
- SERIES 7 (Green triangle)
- SERIES 9 (Yellow triangle)
- SERIES 10 (Red triangle)
- SERIES 12 (Cyan triangle)
- SERIES 14 (Purple triangle)
- SERIES 16 (Dark purple triangle)
- SCHOOLS (Orange square)



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: NOVEMBER 18, 2008

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, DECEMBER 8, 2008
AT 7:00 PM.

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

****SERIES 6: RETAILERS LICENSE TO SELL ALL SPIRITUOUS LIQUORS****

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT: STATE LIQUOR BOARD, 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007. STATE LIQUOR DEPT. (602) 543-9789. INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor Phoenix AZ 85007-0524 (602) 543-9784

400 W Congress #621 Tucson AZ 85715-1502 (520) 622-6000

APPLICATION FOR A RETAILER, RESTAURANT OR CONTROL - RESTAURANT

Check one: Agent Change Application for Control Renewal

Section 1: I am applying for a license to sell alcoholic beverages in a restaurant, bar, or other place of public consumption.

Section 2: I am applying for a license to sell alcoholic beverages in a retail store.

Section 3: I am applying for a license to sell alcoholic beverages in a control - restaurant.

Section 4: I am applying for a license to sell alcoholic beverages in a control - retail.

Section 5: I am applying for a license to sell alcoholic beverages in a control - other.

Section 6: I am applying for a license to sell alcoholic beverages in a control - other.

Section 7: I am applying for a license to sell alcoholic beverages in a control - other.

Section 8: I am applying for a license to sell alcoholic beverages in a control - other.

Section 9: I am applying for a license to sell alcoholic beverages in a control - other.

Section 10: I am applying for a license to sell alcoholic beverages in a control - other.

Section 11: I am applying for a license to sell alcoholic beverages in a control - other.

Section 12: I am applying for a license to sell alcoholic beverages in a control - other.

Section 13: I am applying for a license to sell alcoholic beverages in a control - other.

Section 14: I am applying for a license to sell alcoholic beverages in a control - other.

Section 15: I am applying for a license to sell alcoholic beverages in a control - other.

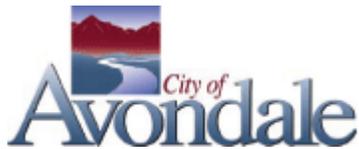
Section 16: I am applying for a license to sell alcoholic beverages in a control - other.

Section 17: I am applying for a license to sell alcoholic beverages in a control - other.

Section 18: I am applying for a license to sell alcoholic beverages in a control - other.

Section 19: I am applying for a license to sell alcoholic beverages in a control - other.

Section 20: I am applying for a license to sell alcoholic beverages in a control - other.



CITY COUNCIL REPORT

SUBJECT:

Second Amendment to Printing Contract Services
with Brio Group Design LLC

MEETING DATE:

December 8, 2008

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

PURPOSE:

City Council will consider a request to approve a contract renewal with Brio Group Design LLC for the City's business cards, letterhead and envelopes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In November of 2006, staff advertised and received bids for the printing of the City's business cards, letterhead and envelopes. Brio Group Design LLC was selected as the lowest responsible bidder and a contract was subsequently executed for a term of one year with the ability to renew for five subsequent years.

In 2007, City Council approved staff's request to execute a first amendment to the contract. The first amendment has now expired and staff is recommending approval of the second amendment of the contract with Brio Group to extend the term of the contract for one more year.

Over the two years that the City has been doing business with Brio, staff has been satisfied with their services. The process of ordering business cards has become almost seamless and they provide a product that meets the City's expectations in quality, accuracy and expediency. In an effort to reduce costs, large amounts of business card shells are ordered and imprints are ordered as needed. In addition, staff has projected needs and ordered annual supplies of envelopes and letterhead, realizing respectable savings.

BUDGETARY IMPACT:

Each department is billed for and pays their proportionate amount of costs.

RECOMMENDATION:

Staff is recommending Council approval of the Second Amendment to the Printing Services Contract with Brio Group Design LLC for the printing of the City's stationery including business cards, letterhead and envelopes.

ATTACHMENTS:

Click to download

[☐ Second Amendment](#)

**SECOND AMENDMENT
TO THE
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BRIO GROUP DESIGN, LLC**

THIS SECOND AMENDMENT TO THE PURCHASE AGREEMENT (this "Second Amendment") is made as of December 8, 2008, between the City of Avondale, an Arizona municipal corporation ("City"), and Brio Group Design, LLC, an Arizona limited liability company ("Consultant").

RECITALS

A. The City issued a Request for Proposals (the "RFP") seeking proposals from Consultants for printing services (the "Services").

B. The Consultant responded to the RFP and the City and Consultant entered into a Purchase Agreement dated December 6, 2006, and amended November 28, 2007, for printing services (the "Agreement").

C. The City has determined that it is necessary to perform additional services (the "Additional Services").

D. The City and the Consultant desire to add Additional Services, extend the term of the Agreement for one year, increase the compensation of the Consultant and include additional provisions as set forth by the Agreement and this Second Amendment.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement shall be extended by one year from December 8, 2008, until December 6, 2009.

2. Compensation. The Consultant's total compensation under the Agreement and this Second Amendment shall not exceed \$110,000.00, as consideration for the Additional Services as more particularly set forth in the Fee Estimate attached hereto as Exhibit A and incorporated by reference.

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 Second Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This Second Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

6. Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to the Agreement and this Second Amendment, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to the Agreement and this Second Amendment to ensure that the Consultant and its subcontractors are complying with the warranty under Section 7 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under the Agreement and this Second Amendment and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of the Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to the Agreement and this Second Amendment. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to the Agreement and this Second Amendment.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement and this Second Amendment by the City.

8. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have

the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 of the Agreement.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Consultant”

BRIO GROUP DESIGN, LLC, an Arizona
limited liability company

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

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

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by _____ as _____
of BRIO GROUP DESIGN, LLC, an Arizona limited liability company, on behalf of such
corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
SECOND AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BRIO GROUP DESIGN, LLC

[Fee Estimate]

See following pages.



2432 West Peoria Avenue, Suite 1161 | Phoenix AZ 85029
 623.536.9013 v | 623.209.0236 f
 www.briogroupdesign.com

ESTIMATE

To:
 City of Avondale
 11465 W Civic Center Dr
 Avondale, AZ 85323

Estimate #: 60401
 Date: 12/1/2008
 Terms: Net 30
 Project Name: BC Shells & Imprint

Pricing does not include printing, photography, media buys, additional graphic design services other than what is specifically mentioned in this Estimate.

Estimate good for 30 days from the date of this document.

Qty	Description	Rate	Total
10,000	Printing - Business Card Shells. 100# Environment, Ultra Brite White Cover. 3 -PMS Colors (202/5405/Reflex Blue), no bleed, 1-side	0.10362	1,036.20T
15,000	Printing - Business Card Shells. 100# Environment, Ultra Brite White Cover. 3 -PMS Colors (202/5405/Reflex Blue), no bleed, 1-side	0.07524	1,128.60T
250	Printing - Imprint name, 1-side, Business Card	0.19	47.50T
500	Printing - Imprint name, 1-side, Business Card	0.1075	53.75T
1,000	Printing - Imprint name, 1-side, Business Card	0.06	60.00T
	Sales Tax - Phoenix & State	8.30%	193.06

Thank you for the opportunity to provide you with an estimate on your project.

ESTIMATE TERMS

Stock art purchase or custom photography is not included in the above pricing. Every effort will be made to locate appropriate artwork at no additional cost. Client will be notified and provided with a separate estimate for stock art purchase or custom photography costs if required to complete project.

Above graphics pricing includes two (2) rounds of client directed alterations. Any alterations beyond two (2) rounds will be charged to the job at the standard hourly rate of \$95.00 per hour.

Client is responsible for final proofreading and sign-off for their project.

The above pricing does not include any applicable sales tax or shipping charges.

Past Due Accounts are subject to a Finance Charge Of 1.5% Per Month (18% Per Year). Minimum Finance Charge for Past Due Accounts is \$2.50.

ACCEPTANCE OF CLIENT

I accept the above description, pricing and payment terms for the project(s) described above.

Signature

Date



We gladly accept Visa and Mastercard.



2432 West Peoria Avenue, Suite 1161 | Phoenix AZ 85029
 623.536.9013 v | 623.209.0236 f
 www.briogroupdesign.com

ESTIMATE

To:
 City of Avondale
 11465 W Civic Center Dr
 Avondale, AZ 85323

Estimate #: 60402
 Date: 12/1/2008
 Terms: Net 30
 Project Name: Letterhead Shells

Pricing does not include printing, photography, media buys, additional graphic design services other than what is specifically mentioned in this Estimate.

Estimate good for 30 days from the date of this document.

Qty	Description	Rate	Total
7,500	Printing - Letterhead. 24# Environment Writing, Ultra Brite White. 3 -PMS Colors (202/5405/Reflex Blue), no bleed. Packaged in 500s/shrink wrapped.	0.19602	1,470.15T
10,000	Printing - Letterhead. 24# Environment Writing, Ultra Brite White. 3 -PMS Colors (202/5405/Reflex Blue), no bleed. Packaged in 500s/shrink wrapped.	0.16913	1,691.30T
	Sales Tax - Phoenix & State	8.30%	262.40

Thank you for the opportunity to provide you with an estimate on your project.

ESTIMATE TERMS

Stock art purchase or custom photography is not included in the above pricing. Every effort will be made to locate appropriate artwork at no additional cost. Client will be notified and provided with a separate estimate for stock art purchase or custom photography costs if required to complete project.

Above graphics pricing includes two (2) rounds of client directed alterations. Any alterations beyond two (2) rounds will be charged to the job at the standard hourly rate of \$95.00 per hour.

Client is responsible for final proofreading and sign-off for their project.

The above pricing does not include any applicable sales tax or shipping charges.

Past Due Accounts are subject to a Finance Charge Of 1.5% Per Month (18% Per Year). Minimum Finance Charge for Past Due Accounts is \$2.50.

ACCEPTANCE OF CLIENT

I accept the above description, pricing and payment terms for the project(s) described above.

Signature

Date



We gladly accept Visa and Mastercard.



2432 West Peoria Avenue, Suite 1161 | Phoenix AZ 85029
 623.536.9013 v | 623.209.0236 f
 www.briogroupdesign.com

ESTIMATE

To:
 City of Avondale
 11465 W Civic Center Dr
 Avondale, AZ 85323

Estimate #: 60403

Date: 12/1/2008

Terms: Net 30

Project Name: Envelope Shells & Imprint

Pricing does not include printing, photography, media buys, additional graphic design services other than what is specifically mentioned in this Estimate.

Estimate good for 30 days from the date of this document.

Qty	Description	Rate	Total
10,000	Printing - # 10 Regular Envelope. Plainfield Opaque Offset, White (FSC), 3-PMS Colors (202/5405/Reflex Blue), no bleed. Packaged in 500s.	0.17094	1,709.40T
15,000	Printing - # 10 Regular Envelope. Plainfield Opaque Offset, White (FSC), 3-PMS Colors (202/5405/Reflex Blue), no bleed. Packaged in 500s.	0.13992	2,098.80T
10,000	Printing - # 10 Window Envelope. Plainfield Opaque Offset, White (FSC), 3-PMS Colors (202/5405/Reflex Blue), no bleed. Packaged in 500s.	0.17457	1,745.70T
15,000	Printing - # 10 Window Envelope. Plainfield Opaque Offset, White (FSC), 3-PMS Colors (202/5405/Reflex Blue), no bleed. Packaged in 500s.	0.14409	2,161.35T
500	Printing - Imprint name, 1-side, Envelope	0.1296	64.80T
1,000	Printing - Imprint name, 1-side, Envelope	0.0708	70.80T
1,500	Printing - Imprint name, 1-side, Envelope	0.0504	75.60T

Thank you for the opportunity to provide you with an estimate on your project.

ESTIMATE TERMS

Stock art purchase or custom photography is not included in the above pricing. Every effort will be made to locate appropriate artwork at no additional cost. Client will be notified and provided with a separate estimate for stock art purchase or custom photography costs if required to complete project.

Above graphics pricing includes two (2) rounds of client directed alterations. Any alterations beyond two (2) rounds will be charged to the job at the standard hourly rate of \$95.00 per hour.

Client is responsible for final proofreading and sign-off for their project.

The above pricing does not include any applicable sales tax or shipping charges.

Past Due Accounts are subject to a Finance Charge Of 1.5% Per Month (18% Per Year). Minimum Finance Charge for Past Due Accounts is \$2.50.

ACCEPTANCE OF CLIENT

I accept the above description, pricing and payment terms for the project(s) described above.

Signature

Date



We gladly accept Visa and Mastercard.



2432 West Peoria Avenue, Suite 1161 | Phoenix AZ 85029
 623.536.9013 v | 623.209.0236 f
 www.briogroupdesign.com

ESTIMATE

To:
 City of Avondale
 11465 W Civic Center Dr
 Avondale, AZ 85323

Estimate #: 60403

Date: 12/1/2008

Terms: Net 30

Project Name: Envelope Shells & Imprint

Pricing does not include printing, photography, media buys, additional graphic design services other than what is specifically mentioned in this Estimate.

Estimate good for 30 days from the date of this document.

Qty	Description	Rate	Total
2,000	Printing - Imprint name, 1-side, Envelope	0.0408	81.60
	Sales Tax - Phoenix & State	8.30%	664.67

Thank you for the opportunity to provide you with an estimate on your project.

ESTIMATE TERMS

Stock art purchase or custom photography is not included in the above pricing. Every effort will be made to locate appropriate artwork at no additional cost. Client will be notified and provided with a separate estimate for stock art purchase or custom photography costs if required to complete project.

Above graphics pricing includes two (2) rounds of client directed alterations. Any alterations beyond two (2) rounds will be charged to the job at the standard hourly rate of \$95.00 per hour.

Client is responsible for final proofreading and sign-off for their project.

The above pricing does not include any applicable sales tax or shipping charges.

Past Due Accounts are subject to a Finance Charge Of 1.5% Per Month (18% Per Year). Minimum Finance Charge for Past Due Accounts is \$2.50.

ACCEPTANCE OF CLIENT

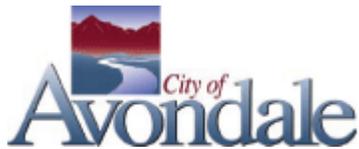
I accept the above description, pricing and payment terms for the project(s) described above.

Signature

Date



We gladly accept Visa and Mastercard.



CITY COUNCIL REPORT

SUBJECT:

Second Amendment to Professional Services Agreement - Century Graphics for Printing of Public Information and Marketing Materials

MEETING DATE:

December 8, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting approval to extend a professional services agreement between the City of Avondale and Century Graphics of Phoenix for the printing of public information and marketing materials.

BACKGROUND:

In November 2007, the City entered into a professional services agreement with Century Graphics of Phoenix for the printing of public information and marketing materials. The purpose of the contract was to streamline the multiple printing projects required by the various departments within the organization, and to ensure that the City received the best quality printing at a competitive price.

DISCUSSION:

Century Graphics of Phoenix was awarded the contract following a competitive bidding process conducted by the Finance Department in accordance with the City's purchasing policies and procedures. The review panel came to the unanimous decision that Century Graphics was well qualified to handle Avondale's printing needs and that it offered the most attractive pricing options.

However, the original contract did not include a provision for extension of the contract on a year-to-year basis, which is not uncommon in contracts of this nature. Allowing the City the option to review and renew the contract on an annual basis for a limited period of time allows for continuity and seamless customer service for printing needs.

During the past year, Century Graphics has proven to be a reliable vendor with regard to meeting the City's printing services needs. The quality of the print jobs – including the RAVE magazine, the annual water quality report, as well as numerous brochures and posters – has been excellent. The company has also provided prompt customer service and goods have been delivered according to schedule.

RECOMMENDATION:

Staff recommends that the City Council approve the extension of the Printing Services Agreement #12540 between the City of Avondale and Century Graphics for the printing of public information and marketing materials, to include the option for annual renewal on a year-to-year basis for the next four years.

ATTACHMENTS:

Click to download

 [Seconda Amendment](#)

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CENTURY GRAPHICS, INC.**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of December 8, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Century Graphics, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Proposals (the "RFP") seeking proposals from Consultants for printing services (the "Services").

B. The Consultant responded to the RFP and the City and the Consultant entered into a Professional Services Agreement dated November 19, 2007, and amended October 15, 2008, for printing services (the "Agreement").

C. The City has determined that it is necessary to change the term of the Agreement.

D. The City and the Consultant desire to amend the Agreement to modify the Services provided, to change the term of the Agreement and to include additional provisions as set forth by the Agreement and this Second Amendment.

AGREEMENT

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

1. Term of Agreement. The term of Agreement is hereby extended from December 31, 2008, to December 31, 2009.

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

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 Second Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This Second Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

6. Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to the Agreement and this Second Amendment, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to the Agreement and this Second Amendment to ensure that the Consultant and its subcontractors are complying with the warranty under Section 7 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under the Agreement and this Second Amendment and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of the Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to the Agreement and this Second Amendment. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to the Agreement and this Second Amendment.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement and this Second Amendment by the City.

8. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 of the Agreement.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Consultant”

CENTURY GRAPHICS, INC.,
an Arizona corporation

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

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 _____ as _____ of CENTURY
GRAPHICS, INC., an Arizona corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CENTURY GRAPHICS, INC.

[Modified Scope of Work]

See following pages.

SCOPE OF WORK
FOR
PRINTING SERVICES FOR CITY STATIONERY
List of Services – Updated November 18, 2008

- 1.1 Delivery Estimates and Locations:
 - 1.1.1 No extra charges shall be assessed for delivery.
 - 1.1.1 Delivery locations include, but are not limited to any City of Avondale facility or business partner. The City shall designate the appropriate mail house at time of order.
 - 1.5.1.1 Annual Report/Calendar
Approximately 2,000 to Avondale City Hall, 11465 W. Civic Center Drive, Avondale;
 - 1.5.1.2 Annual Water Consumer Confidence Report Calendar (approx 30,000 pieces, once per year):
Approximately 2,000 to City of Avondale, Municipal Operations Facility, 399 E. Lower Buckeye Rd., Avondale, and 25,000 to mail house.
 - 1.5.1.3 RAVE Magazine (approx 30,000 pieces – three times per year):
Approximately 3,000 to Avondale City hall, 11465 W. Civic Center Drive, Avondale, and 25,000 to distributor.
 - 1.5.1.4 Project newsletters, flyers, brochures, water bill inserts, as needed: Quantities and delivery locations will vary by project.
 - 1.5.1.5 Posters, as needed. Quantities and specifications will vary.
Annual estimate: 1,000. Delivered to Avondale City Hall, 11465 W. Civic Center Drive, Avondale
 - 1.5.1.6 Invitations and programs for special events. Quantities and specifications will vary. Annual estimate: 2,000. Delivered to Avondale City Hall, 11465 W. Civic Center Drive, Avondale
- 1.2 The above is not an exhaustive list of printing projects or delivery locations required by the City. All delivery information shall be provided at the time of order and may vary by project.
- 1.3 Any change in delivery shall be discussed with, and authorized by, in writing, the City of Avondale prior to commencement of the change. If the contracted printing firm determines that

it is unable to deliver the project on the date agreed upon at the time of the order, a designated member of the City staff shall be notified at least one week prior to the anticipated delivery date of the order.

1.4 If the contracted printing firm determines that it is able to deliver the project earlier than the date indicated at the time of the order, a designated member of the City staff shall be notified at least twenty-four (24) hours prior to the delivery of the order.

1.5 The City has the right to add additional delivery locations or change the amounts delivered without additional cost.

1.6 Packaging:

Packaging instructions shall be included with each order, and packages shall be signed for by duly authorized personnel of the City.

1.7 Quantities/Overages:

The City requests that the supply be kept as close as possible to the quantities required, and will not be financially responsible for more than the required amount. The City has the right to increase or decrease the amount ordered prior to the final proof stage.

1.8 Payment:

Final payment shall not be authorized until all materials are received, inspected, and approved by the requesting City Department.

2.0 Technical Specifications

2.1 City Logo:

2.1.1 The Avondale City logo shall appear in its entirety and in full proper pantone or CMYK colors. The logo shall be reproduced only from first generation reproduction proofs or directly from electronic file format. It must not be stretched or distorted in any way. There shall be no decorations or colors added. No lines or objects shall be attached to the logo.

2.1.2 Elements: The logo consists of the word “Avondale” and a graphic representation of a river with mountains in the background (see samples.)

Font: Times New Roman

Colors: PMS 5405; Reflex Blue; PMS 202

2.2 Printed Projects:

The following specifications for each printed project are provided as a guide. The City reserves the right to change project specifications as needed to meet changing informational and artistic needs.

- 2.2.1 Annual Report Calendar
28 pages plus cover,
11" X 17" folded to 8.5" X 11" finished size
Opaque Offset 4/4 + varnish on photo pages, no varnish on calendar or text pages, with bleeds
Saddle stitch and drill one 1/8" holes
Cover stock 80#, velvet cover
Guts stock 100# velvet book
- 2.2.2 Annual Water Consumer Confidence Report Calendar:
28 pages plus cover,
11" X 17" folded to 8.5" X 11" finished size
Opaque Offset 4/4 + varnish on photo pages, no varnish on calendar or text pages, with bleeds,.
Saddle stitch and drill one 1/8" hole.
Cover stock 80#, velvet cover
Guts stock 100# velvet book
- 2.2.3 RAVE Magazine
9" X 11.75" finished
4/4 with bleeds
80# gloss book, collate, saddle stitch and trim
24 page self cover
28 page self cover
32 page self cover
- 2.2.4 Door Hangers
Overall finished size – 1/3 sheet 3.65 x 8.5
Paper stock mat finish 100#
- 2.2.5 Brochures:
Specifications will vary by project:
- Overall finished size 8" x 11", letter fold
Printed on #100 lb gloss book, 4/4, with bleeds
- Overall finished size – 8.5" x 15", Rollfold to 3.75 x 8.5
4-color process , full bleed on both sides
Printed on #100 Corniche Velvet cover, glossy
- Overall finished size – 8.5" x 14", tri-fold #100
4-color process, full bleeds on both sides, glossy
- Overall finished size – 8.5" x 15", tri-fold #100
4-color process, full bleed both sides

Corniche Velvet cover (meet business reply mailing standards)

Overall finished size – 8.5” x 11”

Paper stock mat finish 60# or glossy finish 70# folded to fit into #10 envelopes.

Overall finished size – 1/3 sheet 3.65” x 8.5”

Paper stock mat finish 80#

Overall finish size – 4”- 9” no fold

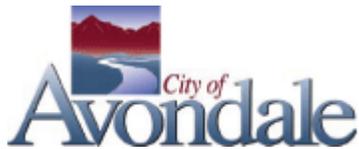
Paper stock mat finish 100# glossy cover

2.2.6 Posters, as needed. Quantities and specifications will vary.

- 11” X 17”, color copy, 100# gloss book
- 8.5 x 11, color copy, 100 lb gloss book

2.2.7 Additional printing may include:

- Promotional items.
- Invitations and programs for special events.
- Marketing materials.
- Project newsletters, flyers, water bill inserts.
- Signs.
- Banners.
- Book Marks.
- Folders.
- Magnets.



CITY COUNCIL REPORT

SUBJECT:
Purchase of Combination Sewer Cleaning Truck

MEETING DATE:
December 8, 2008

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

PURPOSE:

Staff is requesting that the City Council approve an agreement with Houston-Galveston Area Council for the purchase of a Vactor 2100 PD combination sewer cleaning truck for a total of \$331,685.00 from Norwood Equipment Inc. and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

A collections system predictive and preventative maintenance program is critical to reducing/eliminating sanitary sewer overflows (SSO). Collection staff (two operators, one vactor truck) are responsible for cleaning and maintaining over 300 linear miles of sewer collection main. The most effective method of reducing SSO's within a collection system is through an aggressive cleaning program, utilizing a vactor truck to remove debris/grease dislodged from the collection main during the jet rodding process.

DISCUSSION:

Council authorized, in FY 08/09, the allocation of two additional Utility Operator positions and the purchase of a second Vactor truck for the Collections Division, allowing the division to enhance the collection system-cleaning program.

At current equipment and staffing levels, it takes approximately 5 years to conduct preventive and predicative maintenance on the collection system. The additional staff and equipment will significantly increase staffs ability to enhance Collection System preventative and predicative maintenance programs, while continuing to supporting Vactor truck related customer service calls.

The unit will be delivered with a number of operational and safety features including a system to monitor the rear / sides of the truck while in operation.

Procurement procedure allows the purchase of the necessary unit through a piggy back agreement with the Houston-Galveston Area Council which bid the item.

BUDGETARY IMPACT:

Council authorized \$300,000 in the Collection Division 2008/2009 budget (503-9200-00-8120) to purchase a new vactor truck. The remaining balance of \$31,685.00 will be funded from the Collection Division Operating budget.

Purchase price	\$306,265.00
----------------	--------------

Tax (8.3%)	\$ <u>25,420.00</u>
------------	---------------------

Total cost	\$331,685.00
------------	--------------

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Houston-Galveston Area Council for the purchase of a Vactor 2100 PD combination sewer cleaning truck for a total of \$331,685.00 from Norwood Equipment Inc. and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Agreement](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NORWOOD EQUIPMENT, INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of December 8, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Norwood Equipment, Inc., an Arizona corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the Houston-Galveston Area Council ("Houston-Galveston") entered into Contract No. SC01-08 with the Contractor for sewer cleaning and inspection equipment (the "Houston-Galveston Contract"). The Houston-Galveston Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted by Section 25-24 of the City Code to make purchases under the Houston-Galveston Contract without any further public bidding when, in the opinion of the purchasing director, a separate bidding process is not likely to result in a lower price than would be available under the Houston-Galveston Contract.

C. The purchasing director has made the determination that a separate bidding process is not likely to result in a lower price than would be available under the Houston-Galveston Contract. The City desires to utilize the services of the Contractor for a lower cost than would otherwise be available.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2009.

2. Scope of Work. Contractor shall provide the Vactor truck for sewer cleaning as set forth in the Contract Pricing Worksheets, attached hereto as Exhibit B and incorporated herein by reference for a total aggregate sum not to exceed \$331,685.00 (\$306,265.00 plus 8.3% sales tax).

3. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

4. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

NORWOOD EQUIPMENT, INC., an
Arizona corporation

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

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 _____ as _____ of NORWOOD
EQUIPMENT, INC., an Arizona corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NORWOOD EQUIPMENT, INC.

[Houston-Galveston Contract]

See following pages.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT **handwrite** this Form. Information must be typed in.)

Invitation No.: SC01-08

Invitation Title: Sewer Cleaning & Inspection, And Hydro-Exc

Offeror Company: Vactor Manufacturing, Inc

(Legal name of business which will appear on contract, if awarded)

Offeror Status: Manufacturer Dealer/Distributor OtherResponse Type(1): Offeror Acting Alone Joint Offering

Contract Signatory(2): Tom Sybilrud

Title: Regional Manager

Mailing Address(3): 1621 S. Illinois Street Steator, IL 61364

Physical Address: Same

Phone: 800/627-3171

Fax:

815-672-2779

Email Address: tsybilrud@fsepg.com

Federal ID No.: 36-3961939

Web Page URL: www.vactor.com

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): Vactor Dealer

Mailing Address:

Physical Address:

Toll Free Phone:

Fax:

Email Address:

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General T

Signature: 

Title: Regional Manager

Printed Name: Tom Sybilrud

Date:

9-Oct-07



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (“Contract”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Houston-Galveston Area Council, hereinafter referred to as “H-GAC,” having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “End User,” having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (*local government, agency, or non-profit corporation*)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Date: _____

Attest: _____
Manager

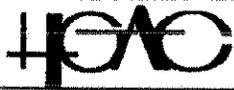
Date: _____

**Denotes required fields*

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NORWOOD EQUIPMENT, INC.

[Contract Pricing Worksheets]

See following pages.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

Date Prepared:

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	City of Avondale	Contractor:	Norwoode Equipment Inc.
Contact Person:	Mike Yracheta	Prepared By:	Ron Larsen
Phone:	623-333-4414	Phone:	602-254-0644
Fax:	623-333-0440	Fax:	602-253-0164
Email:	myracheta@avondale.org	Email:	rlarsen@norwoodea.com
Product Code:	B019	Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
Subtotal B:			0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5012 Multi-Flow System w/ Nozzle Package	4402	1010 Pump Off Plumbing to Front	2025
6001D 500' Sewer Hose	1209	6011 Work light on Extendable Boom	616
6019 Rodder Pump Drain Valves	386	Subtotal From Additional Sheet(s):	
8002 Hand Light w/ Bumper Plug	289	Subtotal C:	8927

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: #DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Subtotal D:			0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 8927

Quantity Ordered: X Subtotal of A + B + C + D: 8927 = Subtotal E: 0

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F:

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
Subtotal G:			0

Delivery Date: **H. Total Purchase Price (E+F+G):** 0



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

Date Prepared:

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	City of Avondale	Contractor:	Norwoode Equipment Inc.
Contact Person:	Mike Yracheta	Prepared By:	Ron Larsen
Phone:	623-333-4414	Phone:	602-254-0644
Fax:	623-333-0440	Fax:	602-253-0164
Email:	myracheta@avondale.org	Email:	rlarsen@norwoodeq.com

Product Code:	B019	Description:	
---------------	-------------	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
Subtotal B:			0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
8004A Revolving Light	555	9002 Tow Hooks Front	285
1014 Centrifugal Sperator	2716	9012A 45 X 16 X 12 Tool Box	662
8852 Rear LED Strobe Lights	500	Subtotal From Additional Sheet(s):	
4011 Cordless Remote Boom Control	3950	Subtotal C:	8668

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: #DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Subtotal D:			0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 8668

Quantity Ordered:		X Subtotal of A + B + C + D:	8668	=	Subtotal E:	0
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F. H-GAC Fee Calculation (From Current Fee Tables)

Subtotal F:	
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G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
Subtotal G:			0

Delivery Date:		H. Total Purchase Price (E+F+G):	0
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CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

Date Prepared:

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	City of Avondale	Contractor:	Norwoode Equipment Inc.
Contact Person:	Mike Yracheta	Prepared By:	Ron Larsen
Phone:	623-333-4414	Phone:	602-254-0644
Fax:	623-333-0440	Fax:	602-253-0164
Email:	mvracheta@avondale.org	Email:	rlarsen@norwoodeq.com

Product Code:	B019	Description:	
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
H-GAC BUY			
THE SMART PURCHASING SOLUTION			
		Subtotal From Additional Sheet(s):	
			Subtotal B:

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5021 Hydro Excavator Package	3825	9002A Rear Tow Hooks	210
6004A Auto Wind Guide	3830	S350 Adjustable Air Adapter	280
Roots 824 18" Blower	3575	Subtotal From Additional Sheet(s):	
9016B Behind Cab Tool Box w/ Pullout Trays	2465	Subtotal C:	14185

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: #DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
			Subtotal D:

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

Quantity Ordered:		X Subtotal of A + B + C + D:	14185	= Subtotal E:	0
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F. H-GAC Fee Calculation (From Current Fee Tables)

				Subtotal F:	
--	--	--	--	--------------------	--

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
			Subtotal G:

Delivery Date: **H. Total Purchase Price (E+F+G):**



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.: SC-01-08

Date Prepared: 7/27/2008

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	City of Avondale	Contractor:	Norwoode Equipment Inc.
Contact Person:	Mike Yracheta	Prepared By:	Ron Larsen
Phone:	623-333-4414	Phone:	602-254-0644
Fax:	623-333-0440	Fax:	602-253-0164
Email:	myracheta@avondale.org	Email:	rlarsen@norwoodeq.com

Product Code:	B019	Description:	Vactor 2100 PD
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's Bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
			Subtotal B: 0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
9014A 36 X 18 X 18 Tool Box	763	48957 Quad Camera System	3465
9023 Safety Cone Storage Rack	124		
9024 Water Cooler Storage Rack	124		
6011 Handgun on 50' Retractable Reel	1890		
Subtotal From Additional Sheet(s):			
			Subtotal C: 6366

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: #DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Subtotal D:			0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 6366

Quantity Ordered:		X Subtotal of A + B + C + D:	6366	=	Subtotal E:	0
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F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F:

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
Subtotal G:			0

Delivery Date:		H. Total Purchase Price (E+F+G):	0
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CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

SC01-08

Date Prepared:

7/27/2008

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	City of Avondale	Contractor:	Norwood Equipment Inc
Contact Person:	Mike Yracheta	Prepared By:	Ron Larsen
Phone:	623-333-4414	Phone:	602-254-0644
Fax:	623-333-0440	Fax:	602-253-0164
Email:	myracheta@avondale.org	Email:	rlarsen@norwoodeq.com

Product Code:	B019	Description:	Vactor 2100 PD
---------------	-------------	--------------	-----------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 151880

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Eight foot hydraulic telescoping boom	11125		
Telescoping Rotating Hose Reel 600 x 1" Hose capacity	9360		
International 7600 Cat C-13 380 HP Allison HD4500	91800		
Directional Arrowboard	3800		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	116085

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1001A Flat Door w/ Hydraulic Locks	5331	1015 Folding Pipe Rack Curbside	786
1003A Debris Body Flushout	1173	1015A Folding Pipe Rack Street Side	786
1008 6" Knife Valve/Rear Door	1062	Subtotal From Additional Sheet(s):	53574
2018 1500 Gallon Fresh Water Tanks	3465	Subtotal C:	66177

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 25%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Freight to Arizona	3400		
Mounting charge	2800		
		Subtotal D:	6200

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 340342

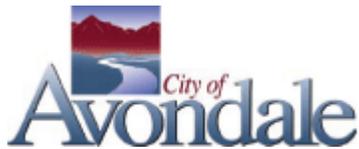
Quantity Ordered:	1	X Subtotal of A + B + C + D:	340342	=	Subtotal E:	340342
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F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 5171

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
Stock Unit discount	-39248		
		Subtotal G:	-39248

Delivery Date: **180 -- 220 Days** **H. Total Purchase Price (E+F+G):** 306265



CITY COUNCIL REPORT

SUBJECT:

Purchase Authorization - Armored Group, LLC of
SWAT Transport Van

MEETING DATE:

December 8, 2008

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623)333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the purchase of a SWAT transport van with \$65,000 in grant funding from the Gila River Indian Community.

BACKGROUND:

The passage of Proposition 202 by the voters of Arizona in November 2002 allowed for new gaming compacts between the State and the 15 Arizona Indian tribes to be negotiated. An important provision of Proposition 202 was the sharing of gaming revenues with the State. Proposition 202 allows an Indian tribe to retain and distribute twelve percent (12%) of its total annual contribution of gaming revenues for "distribution to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development".

The Gila River Indian Community's policy is to limit the distribution of their revenues to nearby cities, towns and counties, including the City of Avondale. The Gila River Indian Community has identified several areas of priority funding including public safety, transportation facilities, healthcare services, economic development and education. It is also the Gila River Indian Community's policy that Councils of cities requesting funds submit a resolution of support for the grant proposal.

DISCUSSION:

On July 7, 2008, The City Council adopted Resolution 2757-708 approving an Intergovernmental Agreement with the Gila River Indian Community for funds in the amount of \$65,000.00 to purchase a SWAT transport van for the Police Department. The bid process was completed and Armored Group, LLC, Phoenix, AZ was selected as the vendor who met the bid specifications.

BUDGETARY IMPACT:

There are no match requirements for this grant. The total cost of the SWAT van is \$65,070.08. The additional \$70.08 will be absorbed by the police department's existing budget

RECOMMENDATION:

Staff recommends that Council approve the purchase of the SWAT van which is a Ford E-450, from Armored Group, LLC using grant funding of \$65,000.00 awarded to the City of Avondale from the Gila River Indian Community.

ATTACHMENTS:

Click to download

 [Invitation for Bid](#)

 [GRIC Approval](#)

**INVITATION FOR BID
FOR
SWAT Transport Vehicle**

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **PD 09-023**

Solicitation Title: **SWAT Transport Vehicle**

Release Date: **September 16, 2008**

Advertisement Dates: **September 16 & September 19, 2008 – West Valley View
September 18, 2008 – Arizona Business Gazette**

Final Date for Inquires **September 22, 2008**

Due Date and Time: **October 2, 2008
3:00 p.m. (local time, Phoenix, Arizona)**

Target City Council Award Date: **October 20, 2008**

Anticipated Agreement Start Date: **October 21, 2008**

City Representatives: **Sergeant Christopher Smith
Csmith@avondale.org**

INTRODUCTION

The City of Avondale is issuing this Invitation for bids to establish pricing for the purchase of one (1) or more Cargo Van(s). Vehicle(s) will be used by the Police Department for the transport of SWAT team members.

SPECIAL TERMS & CONDITIONS

Offer Acceptance Period. In order to allow for an adequate evaluation, the City requires an Offer to be valid and irrevocable for 90 days after the opening time and date.

Delivery. Delivery shall be made within 180 days of receipt of a purchase order, or in the case of a blanket purchase order, within fourteen days of receipt of an order. No orders shall be placed by the City or accepted by the Contractor unless a purchase order has been issued.

Shipping Terms: Prices shall be Freight on Board (“F.O.B.”) to the following delivery location:

Avondale Fleet Services
395 E. Lower Buckeye Road
Avondale, AZ 85323

Vehicles Guarantee. Contractor warrants to the City that all Vehicles furnished shall be new unless otherwise specified and agreed to by the City. If at any time within one year following the date of acceptance of the Vehicles (or such longer period as may be provided under warranties for Vehicles): (a) any part of the Vehicles furnished shall be or become defective due to defects in either labor or materials, or both or (b) Contractor’s materials are or were not in conformance with original or amended plans and specifications, or supplementary or shop drawings, then the Contractor shall, upon written notice from the City, immediately replace or repair such defective or non-conforming Vehicles at no cost to the City. Contractor further agrees to execute any special guarantees as provided by the Agreement or required by law. Contractor shall require similar guarantees from all of its vendors and from all of its subcontractors. Contractor shall include a complete and exclusive statement of the product warranty.

SPECIFICATIONS

One (1) or more van(s) with cargo area, Ford E-450; Dual Wheel Chassis; 158”WB, V10 gasoline engine; or equivalent with the following minimum specifications:

	Comply	
	Yes	No
1.0 Body Specifications		
1.1. Dimensions		
1.1.1. Interior Length – 14”		
1.1.2. Interior Width – 96”		
1.1.3. Interior Height – 84”		
1.2. Floor		
1.2.1. 1 ½” Hardwood		
1.2.2. 3” “C” Crossmembers		
1.2.3. Low mount with wheel wells		

	Comply	
	Yes	No
1.3. Cab Access Full height aerocap bulkhead with 26" sliding/locking door		
1.4. Wall Construction		
1.4.1. 6MM "Duraplate" bonded wall		
1.4.2. "Duraplate" body skirting below frame / floor level		
1.5. Rear Structure		
1.5.1. 12 gauge steel rear structure and rear vertical corners		
1.5.2. 10 gauge steel rear sills		
1.6. Rear Doors		
1.6.1. Twin 25" swing "Duraplate" doors		
1.6.2. Kason slamlock hardware		
1.6.3. Plunger style door retainers		
1.6.4. 12" x 18" rear tinted fixed windows in each door		
1.7. Side Doors		
1.7.1. 2 - 34" x 80" sliding side doors with walk-up steps		
1.7.2. Doors to be mounted starting 10" from front wall on either side		
1.7.3. 12" x 18" fixed tinted windows in doors		
1.7.4. Kason key lock on each door		
1.8. Roof		
1.8.1. Aluminum roof		
1.8.2. 2" roof bows 12" on center		
1.8.3. Added/ Additional Insulation due to extreme temperatures in the area		
1.9. Bumper 12" gripstrut rear bumper		
1.10. Lighting		
1.10.1. LED clearance lights		
1.10.2. LED stop turn and taillights		
1.10.3. 2 - Reverse lights mounted on either side of license plate frame switched at CS rear bench		
1.10.4. 1800W Inverter 2 glass mat auxiliary batteries and battery separator and outlets		
1.11. Interior/Upfit Specifications		
1.11.1. Ceiling		
1.11.2. "Reflectix" R-19 rated insulation		
1.11.3. ¼" Lionite melamine ceiling lining		
1.11.4. Added/ Additional Insulation due to extreme temperatures in the area		
1.12. HVAC		
1.12.1. ACC Heat/Cooling combination system		
1.12.2. 30,000 BTU Cooling capacity		
1.12.3. 35,000 BTU Heating capacity		
1.12.4. 600CFM 3 speed fan		
1.12.5. 2 fan condenser		

	Comply	
	Yes	No
1.12.6. Additional compressor for auxiliary A/C system		
1.12.7. Evaporator mounted over rear doors		
1.13. Lighting		
1.13.1. 3 Red/White LED Dome Lights mounted on cargo area ceiling (evenly spaced)		
1.13.2. Ceiling lighting can be switched between red and white at light		
1.13.3. Ceiling lights to have power switch at dash, rear & side doors		
1.13.4. Exterior rear LED strip lighting below roof drip rail		
1.14. Seating		
1.14.1. 2 commander seats mounted on removable seat posts		
1.14.2. Commander seats located on either side of cab access door by front wall		
1.14.3. Bench seating located on both sides of interior walls with 3" padded vinyl seats and backs		
1.14.3.1. Each bench 120" long with 5-24" flip up padded base equipped with pneumatic assist rods		
1.14.3.2. Bench to be constructed of steel sub frame and aluminum "bright" exterior diamond plate		
1.14.3.3. Each bench to include side access doors for storage access (in addition to top access)		
1.14.3.4. Seat Belts – 3 sets mounted per side meeting FMVSS standard 209 & 302		
1.15. Shelving		
1.15.1. 2-14" x 2" aluminum shelf with 2" lip mounted above bench seating (for Boom Poles, Rake Sticks, etc.)		
1.15.2. Removable table that fits in the center isle with interior storage		
1.15.3. Grab Handles		
1.16. Interior		
1.16.1. 6-42" stainless steel grab handle bars ceiling mounted (three per side)		
1.16.2. 2-42" stainless steel grab handle bars mounted on bulkhead (either side of cab access door)		
1.16.3. Exterior		
1.16.4. 1-42" stainless steel grab handle mounted above rear doors		
1.16.5. 4-12" chrome grab handles mounted on rear & side cargo walls		
1.16.6. 2 located on either side of rear door		
1.16.7. 1 located on DS entry door		
1.16.8. 1 located on CS entry door		
1.17. Floor		
1.17.1. "Rhino Line" non skid black spray on		
1.18. Spare tire		

Pricing

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1	<p>Van w/Cargo Area</p> <p>Make: _____</p> <p>Model: _____</p> <p>Year: _____</p> <p>GVW: _____</p> <p>Delivery _____ days after award.</p> <p>Optional Items (List separately)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: right;">Subtotal:</p> <p style="text-align: right;">Tax Rate _____ % Taxes:</p> <p style="text-align: right;">Total:</p>	1	Each		<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

GILA RIVER INDIAN COMMUNITY

Executive Office of the Governor & Lieutenant Governor

William R. Rhodes
Governor



Jennifer Allison-Ray
Lieutenant Governor

June 5, 2008

The Honorable Marie Lopez Rogers
Mayor of the City of Avondale
11465 West Civic Center Drive, Ste. 220
Avondale, AZ 85323

Dear Mayor Lopez Rogers,

The Gila River Indian Community is pleased to inform you that your grant application from the State Shared Revenue Program for the Avondale SWAT Truck project has been approved in the amount of \$65,000.00 as specified in the enclosed document.

The State Shared Revenue Program allows the Tribe to make 12 percent of its annual contribution to the State of Arizona directly to cities, towns, and counties for services that benefit the general public. The project described in your application serves to do just that and we are excited about the opportunity to assist you in your goals.

Enclosed for your records is a signed resolution authorizing the approval of this grant by the Gila River Indian Community Council. A check for your grant amount and specific reporting information will be mailed to you under separate cover. Congratulations and best wishes to your organization.

Sincerely,

William R. Rhodes, Governor
Gila River Indian Community

cc: Janeen K. Gaskins, Grants Administrator



GILA RIVER INDIAN COMMUNITY

SACATON, AZ 85247

RESOLUTION GR-134-08

A RESOLUTION AUTHORIZING A GRANT AWARD FROM THE GILA RIVER INDIAN COMMUNITY'S STATE-SHARED GAMING REVENUES TO THE CITY OF AVONDALE FOR A SWAT TRUCK

WHEREAS, the Gila River Indian Community (the "Community") is a federally recognized Indian tribe and sovereign nation; and

WHEREAS, the Gila River Indian Community Council (the "Community Council") is the legislative governing body of the Community; and

WHEREAS, the passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for a new gaming compact between the State of Arizona and the Community, including a provision for the sharing of gaming revenues with the State of Arizona; and

WHEREAS, the Community has entered into a fully executed compact with the State of Arizona providing for gaming within the Community; and

WHEREAS, the new compact allows that up to twelve percent of the Community's state-shared revenue can be retained by the Community for distributions to cities, towns, or counties for government services that benefit the general public; and

WHEREAS, the Community Council, as an exercise of the Community's sovereignty, decides the manner in which those funds distributed to cities, towns, and counties should be dispersed, so as to improve the overall quality of life of residents of Arizona; and

WHEREAS, the Community Council has reviewed a proposed application from the City of Avondale for a SWAT Truck.

NOW, THEREFORE, BE IT RESOLVED, the Community Council approves a grant in the amount of \$65,000 (sixty-five thousand dollars) to the City of Avondale for a SWAT Truck.

BE IT FURTHER RESOLVED, the Community's Office of Special Funding is authorized to sign and submit such documents as are necessary to effectuate and administer this grant.

BE IT FINALLY RESOLVED, the Governor, or in his absence the Lieutenant Governor, is hereby authorized to sign and execute such documents as are necessary to fulfill the intent of this Resolution.

CERTIFICATION

Pursuant to authority contained in Article XV, Section 1, (a) (7), (9), (10), (18) and Section 4 of the amended Constitution and Bylaws of the Gila River Indian Community, ratified by the Tribe January 22, 1960, and approved by the Secretary of the Interior on March 17, 1960, the foregoing Resolution was adopted on the 4th of June 2008, at a Regular Community Council Meeting held in District 3, Sacaton, Arizona at which a quorum of 17 Members were present by a vote of: 17 FOR; 0 OPPOSE; 0 ABSTAIN; 0 ABSENT; 0 VACANCIES.

GILA RIVER INDIAN COMMUNITY

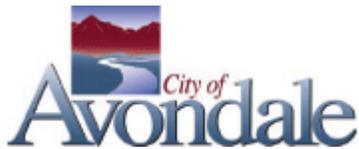


GOVERNOR

ATTEST:



COMMUNITY COUNCIL SECRETARY
06-09-08



CITY COUNCIL REPORT

SUBJECT:

Resolution 2790-1208 - Acceptance of GOHS
Grant for DUI Task Force Overtime

MEETING DATE:

December 8, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the acceptance of a grant in the amount of \$50,000 for the Avondale Police Department's Driving Under the Influence Task Force overtime through the Governor's Office of Highway Safety Program. The City of Avondale requires City Council approval for all grant awards over \$50,000.

BACKGROUND:

During the time from July 1, 2007 to June 30, 2008, the Avondale Police Department has investigated 1,044 reportable collisions, 4 were alcohol related non injury, 6 were alcohol related with injuries, and 2 collisions resulted in fatalities. During the same time frame, the Avondale Police Department arrested approximately 327 drivers for D.U.I. related offenses.

The Avondale Police Department is committed to keeping Avondale residents safe and has no tolerance for impaired driving and will strive to remove those impaired drivers from the road.

DISCUSSION:

Without further funding Avondale Police Officers will be extremely limited in the amount of dedicated enforcement that would be conducted for the next fiscal year. This grant funding will be used to help support the need for dedicated enforcement during D.U.I. enforcement activities.

The Avondale Police Department depleted \$48,119.50 in grant money for overtime, which was awarded by the Governor's Office of Highway Safety for fiscal year 2007-2008. In addition to the funds received from the Governor's Office of Highway Safety, a grant was obtained from the Oversight Council in the amount of \$32,500. This money will be depleted during the 2008 Thanksgiving, Christmas and New Years Holiday. The grant funding is needed to continue the overtime services that will take place for the rest of this fiscal year.

BUDGETARY IMPACT:

The City of Avondale Police Department is requesting permission to accept grant funds for \$50,000 to provide for D.U.I. related overtime. There are no match requirements for this grant. The Police Department has received internal approval for submitting this grant from the Risk Management Division, Finance Department and Police Chief Kotsur.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing acceptance of a grant in the amount of \$50,000, for the Avondale Police Department's Driving Under the Influence Task Force overtime through the Governor's Office of Highway Safety Program.

ATTACHMENTS:

Click to download

 [Resolution 2790-1208](#)

RESOLUTION NO. 2790-1208

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR OVERTIME EXPENSE FUNDING.

WHEREAS, the Governor's Office of Highway Safety has awarded the City of Avondale (the "City") in the amount of \$50,000.00, for project funding relating to overtime pay with respect to participation in the Driving Under the Influence Task Force (the "Grant"); and

WHEREAS, the Council of the City of Avondale desires to accept the Grant funds.

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

SECTION 1. That acceptance of the Grant totaling \$50,000.00 is hereby authorized.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, December 8, 2008.

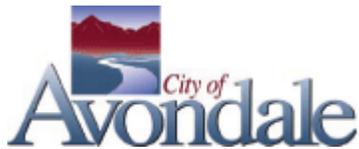
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2789-1208 - Approving Change Orders 6, 7 and 8 to an Intergovernmental Agreement with the City of Phoenix for Transit Services

MEETING DATE:

December 8, 2008

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a resolution approving Change Orders to an Intergovernmental Agreement with the City of Phoenix for transit services which will renew the agreement for one year, and to authorize the Mayor and City Clerk to execute the appropriate documents.

BACKGROUND:

The City of Avondale entered into an Intergovernmental Agreement (No. 104703) with the City of Phoenix in FY03-04 for transit services. This agreement has been renewed and amended annually since July 2004. The last amendment, covering the period July 1, 2007 through June 30, 2008, provided transit services for the Avondale Urbanized area (Avondale, Tolleson, Goodyear and Litchfield Park). This year there have been several changes which have resulted in several change orders. The first change order (#6) was the original agreement with all cities for Transit Services for Fiscal Year 2008/2009. Litchfield Park changed their route, which resulted in the second change order (#7). The final change order (#8) is due to Litchfield Park completely pulling out of the Urbanized Area and the decision to cut all trips after 8:00 pm due to the current budget situation.

DISCUSSION:

The proposed public transit services provided by the City of Phoenix during FY08/09 are:

- START Route 131 (80 minute service frequency)
- Route 17 – McDowell Road (60 minute frequency)
- Route 41 – Indian School Road (60 minute frequency)
- Route 560 – RAPID Express (morning & evening commuter service)
- Route 3 – Van Buren Street (60 minute frequency)
- Green Line – Thomas Road and Avondale (60 minute frequency)
- American's with Disabilities Act (ADA) service adjacent to the fixed route bus services

The Avondale Urbanized Area is a recipient of Federal Transit Administration (FTA) Operating Assistance Funds. These formula funds pay up to 50% of the operating costs of bus and ADA services. However, Avondale is the recipient of Regional Transit Plan (RTP) / Proposition 400 funding for ADA services. Staff has also received a Job Access and Reverse Commute (JARC) Grant that will provide \$130,000 in operating funding for the START bus route.

Since Avondale has entered into the IGA with the City of Phoenix, Phoenix will bill the City for the cost to provide service to the other West Valley cities.

BUDGETARY IMPACT:

The total estimated cost to the City of Avondale is \$401,058. However, it is necessary to authorize an expenditure of \$581,052 and a revenue stream of \$179,994 from the other cities (excluding Phoenix) to accurately reflect the necessary transactions. If necessary, a year-end adjustment will be made according to actual expenses incurred. If it is determined that the City has paid more than its share of the cost of service, the City will receive a refund; if the City has underpaid it will be billed for the actual cost of the service. Funding is available in the FY08-09 budget in the transit services fund 215.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving Change Orders #6, #7 and #8 to an Intergovernmental Agreement with the City of Phoenix for transit services which will renew the agreement for one year for an estimated annual cost of \$581,052, and authorize the Mayor and City Clerk execute the appropriate documents.

ATTACHMENTS:

Click to download

 [Original IGA](#)

 [Resolution 2789-1208](#)

AGREEMENT NO. 114703 . .

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF AVONDALE**

(Fixed Route and Dial-a-Ride Services)

THIS AGREEMENT is made and entered into this 8th day of December, 2004, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and the City of Avondale, a municipal corporation, duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "AVONDALE").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix urban area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, AVONDALE has broad Charter and statutory authority to engage in all of the activities and endeavors allowed under the laws of the state of Arizona and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Avondale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the State of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation, . . ." [A.R.S. Section 9-511 (A)]; (2) "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." (A.R.S. Section 9-500.11); and, (3) to "be vested with all of the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters or other provisions of law . . ." (A.R.S. Section 9-499.01); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of AVONDALE's Charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX operates fixed route and dial-a-ride transit services and has agreed to extend said services to AVONDALE as described herein; and,

WHEREAS, PHOENIX and AVONDALE have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. **SERVICES.** AVONDALE shall receive transit and dial-a-ride services from PHOENIX as set forth in Exhibit "A" hereto. AVONDALE shall reimburse PHOENIX for its share of the cost of said services the estimate for which is set forth in Exhibit "A".
2. **PERIOD OF SERVICE.** PHOENIX shall provide fixed route and dial-a-ride services from July 1, 2004 through June 30, 2005 unless mutually discontinued or extended.
3. **EXHIBITS AND INCORPORATION BY REFERENCE.** Attached hereto and by this reference incorporated herein are the following Exhibits each of which is applicable to this Agreement:

Exhibit "A" Description of Service, Cost and Cost Allocation

Exhibit "B" Required Reports

Exhibit "C" Required Federal Provisions

Exhibit "D" Partial List of Applicable Laws

Exhibit "E" Master Grant Agreement, Table of Contents

Exhibit "F" Required Local Provisions

AVONDALE shall comply with the requirement of each of the above listed Exhibits. With regard to the Master Grant Agreement (the Table of Contents of which is attached hereto as Exhibit "E"), AVONDALE shall comply with the

requirements of the Master Grant Agreement itself, it being specifically understood that the Table of Contents is attached hereto as a matter of convenience only.

4. **Notice.** Any notice, consent, or other communication (“NOTICE”) required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for AVONDALE:

Todd Hileman, City Manager
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
Phone: (623) 478-3001
FAX: (623) 478-3802

If intended for PHOENIX:

Debbie Cotton, Acting Public Transit
Director
City of Phoenix
302 North First Avenue, Suite 900
Phoenix, AZ 85003
Telephone: (602) 262-7242
Fax: (602) 495-2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

5. **Effective Date:** This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and AVONDALE, when executed by their duly authorized officials, and when filed with the County Recorder pursuant to A.R.S. § 11-952(G).

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



CITY OF PHOENIX, ARIZONA
Frank Fairbanks, City Manager

By *Ed Zuercher*

~~Ed Zuercher~~ Debbie Cotton
Acting - Public Transit Director

CITY CLERK DEPT.
2005 FEB -4 PM 2:49

ATTEST:

Vicky Niel
City Clerk - PHOENIX

APPROVED AS TO FORM:

Wallon Babs
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 12-8-2004

CITY OF AVONDALE, ARIZONA
A Municipal Corporation

By *Todd Hile*
Todd Hileman
City Manager

ATTEST:

Linda McGarris
City Clerk - AVONDALE

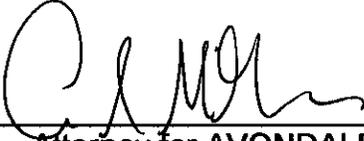
APPROVED BY AVONDALE CITY COUNCIL ON July 6, 2004

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



ING Attorney for PHOENIX



Attorney for AVONDALE

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EXHIBIT "A"

2004-05 INTERGOVERNMENTAL AGREEMENT

(Description of Service, Cost and Cost Allocation)

AGREEMENT NUMBER:
SERVICE PROVIDER: CITY OF PHOENIX
SERVICE RECIPIENT'S NAME: CITY OF AVONDALE
SERVICE RECIPIENT'S ADDRESS: 11465 W. Civic Center Drive Avondale, AZ 85323 Phone: (623) 478-3001 FAX: (623) 478-3802
TOTAL ELIGIBLE COST: \$346,800
ESTIMATED NON-GRANT PORTION OF TOTAL ELIGIBLE COST: \$12,178
Note: <i>All costs set forth herein are estimates to be paid largely with Grant Funds. A final reconciliation of costs will occur at the end of the fiscal year. Under current estimates, Avondale will pay \$12,178 in non-grant funds for all services under this Agreement. Upon final reconciliation Avondale shall be responsible for paying any increase in cost and shall be refunded and/or credited for any decrease in cost.</i>
SERVICE(S) DESCRIPTION: <ul style="list-style-type: none">• PHOENIX will provide bus service on Route 41 – Indian School Road from Desert Sky Mall in Phoenix to Estrella Mountain Community College in Avondale.• PHOENIX will provide bus service on the Green Line – Thomas Road from Desert Sky Mall in Phoenix to the Avondale Civic Center. (Service commencing approximately July 26, 2004.)• PHOENIX will provide bus service on Route 131 – This route will go through various west valley cities (including Avondale). (Service commencing approximately April 11, 2005.)• PHOENIX will provide complementary ADA dial-a-ride service which will be paid entirely by AVONDALE. PHOENIX and AVONDALE will share the cost of providing Route 41 service. AVONDALE will provide PHOENIX with a share of its FTA operating grant funds to pay for part of the service in Phoenix. To the extent that they are available, AVONDALE will use FTA grant funds for costs of service for Routes 41, 131, Green Line and ADA dial-a-ride service. PHOENIX will submit a payment request to Avondale for the costs of providing bus and dial-a-ride services in Avondale. PHOENIX will send a reimbursement request to AVONDALE for FTA grant funds to help PHOENIX pay for operating costs within the Phoenix city limits.

**Avondale Service Contract
Contract Estimate
Fiscal Year 2004-05**

Route *	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:							
41 P	90.0	258	23,220	\$5.5060	\$127,800	(\$19,200)	\$108,600
41 A	64.3	258	16,589	\$5.5060	\$91,300	(\$13,700)	\$77,600
Saturday:							
41 P	80.0	50	4,000	\$5.5060	\$22,000	(\$2,600)	\$19,400
41 A	51.7	50	2,585	\$5.5060	\$14,200	(\$1,700)	\$12,500
Subtotal	234.3		43,809		\$241,100	(\$35,500)	\$218,100
Weekday:							
Green P	140.7	241	33,909	\$5.5060	\$186,700	(\$28,000)	\$158,700
Green A	140.7	241	33,909	\$5.5060	\$186,700	(\$28,000)	\$158,700
Saturday:							
Green P	111.8	46	5,143	\$5.5060	\$28,300	(\$3,400)	\$24,900
Green A	111.8	46	5,143	\$5.5060	\$28,300	(\$3,400)	\$24,900
Subtotal	393.2		72,960		\$401,700	(\$59,400)	\$367,200
Dial-a-Ride		308	3,120	\$38.2939	\$119,000	(\$10,700)	\$108,300
Total Cost Net of Fare Revenue							\$693,600
FTA Operating Assistance @ 50%							(\$346,800)
Total Local Share Provided by Phoenix							\$346,800

* Green Line extension effective July 26, 2004.

Avondale
Share of Costs \$0

Route 131 Costs by Jurisdiction: **

Weekday:							
Avondale	210.8	58	12,226	\$5.5060	\$67,300	(\$23,940)	\$43,360
Goodyear	49.5	58	2,871	\$5.5060	\$15,800	(\$5,620)	\$10,180
Litchfield Park	26.0	58	1,508	\$5.5060	\$8,300	(\$2,950)	\$5,350
Phoenix	48.5	58	2,813	\$5.5060	\$15,500	(\$5,510)	\$9,990
Tolleson	106.3	58	6,165	\$5.5060	\$33,900	(\$12,070)	\$21,830
Total	441.1		25,584		\$140,800	(\$50,090)	\$90,710
Job Access and Reverse Com. @ 50%							\$45,355
FTA Operating Assistance @ 50% of Bal							\$22,678
Total Local Share Provided by Avondale							\$22,678

** Transfer to Phoenix effective April 11, 2005.

Funding Split April 11 through June 30, 2005:

Avondale	53.70%	\$12,178
Tolleson	27.07%	\$6,139
Goodyear	12.61%	\$2,860
Litchfield Park	6.62%	\$1,501
Totals		\$22,678

EXHIBIT "B"

Required Reports

AVONDALE shall submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
NTD Report	Annually	Copy for information only
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines.

EXHIBIT "B"

EXHIBIT "C"

Required Federal Provisions

1. AVONDALE shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and AVONDALE'S performance hereunder. PHOENIX'S audit shall be at AVONDALE'S sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or AVONDALE, has any interest, financial or otherwise, in this Agreement.
3. AVONDALE shall fully comply with the Disadvantaged Business Enterprise (DBE) regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal and program submitted annually by PHOENIX as the recipient on behalf of the region. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, AVONDALE agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

EXHIBIT "C," page 2

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for AVONDALE to receive services under this Agreement with the City of Phoenix, AVONDALE is required to similarly accept and comply with all such terms and conditions and AVONDALE does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to AVONDALE and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2000 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth in its Table of Contents, are attached hereto as Exhibit "E" and are, by this reference, incorporated herein. The items listed in Exhibit "E" are illustrative only and are set forth in the Exhibit for AVONDALE'S ease of reference; AVONDALE is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "E".

6. AVONDALE understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.

EXHIBIT "D"

Partial List of Applicable Laws

- A. **Federal Codes.** AVONDALE shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which AVONDALE receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

EXHIBIT "E"

Master Grant Agreement, Table of Contents

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by
49 U.S.C. §§ 5301 *et seq.*, Title 23, U.S.C. (Highways),
the National Capital Transportation Act of 1969, as amended,
the Transportation Equity Act for the 21st Century, 23 U.S.C. § 101 note,
or other Federal enabling legislation

FTA MA(8)

October 1, 2001

[<http://www.fta.dot.gov/library/legal/agreements/2002/ma.html>]

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EXHIBIT "F"

Required Local Provisions

1. **Transactional Conflicts of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. **Assignability; Successors and Assigns.** This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by AVONDALE without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. **Employment and Organization Disclaimer.** This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other and neither party is authorized to act on behalf of the other party. AVONDALE shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. **Entire Agreement; Modification (No Oral Modification).** This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. **Invalidity of Any Provisions.** This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. AVONDALE shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, AVONDALE shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, AVONDALE shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. AVONDALE shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the labor agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. AVONDALE shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by AVONDALE, that were not requested by PHOENIX which result in grievances, claims and/or liability.

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
NO. 2

Contract No. 114703	Issued To: (Name of Contractor or Consultant) City of Avondale	Date 5/31/2005
------------------------	---	-------------------

Project Description: Transit Service Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

FY 2005-06

This C/O is issued to renew agreement # 114703 for FY 2005-06 where the City of Phoenix provides fixed route service to Avondale on the Green Line and Routes 3, 41, 131 and 560 and the necessary complementary dial-a-ride service.

Attached exhibit A identifies the cost per mile, annual cost, estimated revenue, and net cost for the period of July 1, 2005 through June 30, 2006 along with West Valley participating City shares of funding split. This exhibit will be amended annually to reflect revised miles of service and their cost as provided to Avondale by Phoenix.

Attached exhibit B identifies the current fare structure and transfer policy, which shall be enforced by Phoenix through its service contractors.

Period of Service: July 1, 2005 through June 30, 2006

Estimated Cost of Service: \$451,300

Financial Impact

This change order will result in no cost to Phoenix.

1. Amount of this Change Order for FY 2005 -06 \$451,300	2. Amt. Of Prior Change Orders for FY 2005 -06 \$0	3. Adj. Contract Amt. (1 & 2) FY 2005 -06 451,300			
---	---	--	--	--	--

ACCEPTANCE

ENDORSEMENTS

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept

SIGNATURE: _____

TITLE: _____

DATE: _____

REQUESTED BY:

Lina Cruz-Evans, Management Assistant I

DATE

RECOMMENDED BY:

Steve Brown, Deputy Public Transit Director

DATE

CHECKED AS TO AVAILABILITY OF FUNDS BY:

Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

Debbie Cotton, Public Transit Director

DATE

REVENUE

EXPENDITURE

EXHIBIT B
TO
RESOLUTION 2597-806

[Change Order]

See following pages.



City of Phoenix
PUBLIC TRANSIT DEPARTMENT

July 6, 2006

Janeen Gaskins
Grants Administrator
City of Avondale
11465 W. Civic Center Dr.
Avondale, AZ 85323

RE: Transit Service Agreement (#114703)

Dear Ms. Janeen Gaskins,

Enclosed are four (4) copies of Contract Change Order #4 to Transit Service Agreement (#114703) between the City of Phoenix and the City of Avondale. Please ensure the appropriate signatures are on each copy and return them to my attention at the address below.

Upon final execution I will provide to you an original document for your records.

I'll appreciate an acknowledgement of receipt of the enclosed documents from you. Please confirm via phone, fax or e-mail. (Phone: 602-534-6192; FAX: 602-495-2002; E-mail: richard.webb@phoenix.gov).

Sincerely,

Richard Webb
Procurement Assistant
(602) 534-6192

City of Phoenix
Public Transit Department
302 N. 1st Ave
Suite 900
Phoenix, AZ, 85003



CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
NO. 4

Contract No.
114703

Issued To: (Name of Contractor or Consultant)
City of Avondale

Date
6/15/2006

Project Description: Transit Service Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

FY 2006-07

This C/O is issued to establish an agreed upon schedule of quarterly invoicing by the City of Phoenix for transit services provided under the terms of this agreement for FY 2006-07. The City of Phoenix provides fixed route service to Avondale on the Green Line and Routes 3, 41, 131 and 560 and the necessary complementary dial-a-ride service.

Attached revised Exhibit (A) provides Route mileage and cost breakdown along with West Valley participating City shares of funding split.

Estimated Cost of Service for FY 2006-07: \$409,660

Current projected payments consist of four (4) equal installments of \$102,415 to be made as follows:

- Payment No. 1 is due on or before July 1, 2006.
- Payment No. 2 is due on or before October 1, 2006.
- Payment No. 3 is due on or before January 1, 2007.
- Payment No. 4 is due on or before April 1, 2007.

PHOENIX will do a financial reconciliation of this Agreement after June 30, 2007.

Financial Impact

This change order will result in no cost to Phoenix.

1. Amount of this Change Order for FY 2006 -07 \$409,660	2. Amt. Of Prior Change Orders for FY 2006 -07 \$0	3. Adj. Contract Amt. (1 & 2) FY 2005 -06 \$409,660			
---	---	--	--	--	--

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept

SIGNATURE: _____

TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY:  Susan Robustelli, Management Assistant II	DATE
RECOMMENDED BY:  Jim Campion, Contract Specialist II Ld.	DATE
PTD FISCAL SECTION REVIEW:  Jeff Dolfini, ADMINISTRATIVE ASSISTANT III	DATE
CHECKED AS TO AVAILABILITY OF FUNDS BY: NA Budget and Research Department	DATE
APPROVED FOR THE CITY MANAGER BY: Debbie Cotton, Public Transit Director	DATE

REVENUE

EXPENDITURE

Attachment B – The following is a break down of split funding for fiscal year 2007/2008.

Route 131 Funding Split Fiscal Year 2008:		
Avondale	58.60%	\$212,982
Goodyear	22.10%	\$80,322
Litchfield Park	4.55%	\$16,537
Tolleson	14.75%	\$53,609
Totals	100.0%	\$363,450

Southwest Valley ADA Costs		
Avondale	58.60%	\$90,221
Goodyear	22.10%	\$34,025
Litchfield Park	4.55%	\$7,005
Tolleson	14.75%	\$22,709
Totals	100.0%	\$153,960

TOTAL FUNDING SPLIT FISCAL YEAR 2008:		
Avondale	58.60%	\$303,203
Goodyear	22.10%	\$114,347
Litchfield Park	4.55%	\$23,542
Tolleson	14.75%	\$76,318
Totals	100.0%	\$517,410

(See the Resolution with IGA Change Order, Exhibit A for detailed breakdown)

Attachment A –An estimate of the cost for service and funding for each of the routes for fiscal year 2007/2008.

<u>COST ESTIMATES FOR FY2007/2008</u>			
<u>Service</u>	<u>Annual Cost</u>	<u>Fare Revenue</u>	<u>Net Cost</u>
Route 3	\$416,800	\$18,690	\$398,110
Route 3 (Phoenix)	\$913,000	\$90,680	\$822,320
Route 17*	\$145,500	\$16,000	\$129,500
Route 41	\$86,500	\$12,930	\$73,570
Route Green	\$216,400	\$12,400	\$204,000
Dial-A-Ride	176,000	\$22,040	\$153,960
START 131	\$884,150	\$64,240	\$819,910
<i>Subtotal</i>	<i>\$2,838,350</i>	<i>\$236,980</i>	<i>\$2,601,370</i>
Grant/Administrative Support Services (from Phoenix)			\$80,000
TOTAL			\$2,681,370

<u>FUNDING SOURCES FOR FY2007/2008</u>	
<u>Fund Source</u>	<u>Amount</u>
FTA Operating Assistance	\$1,255,135
Local Match (Phoenix's Route 3/START Route/Grant Services)	\$908,825
Local Match (Avondale Urbanized Area Bus & Dial-a-Ride costs)	\$517,410
TOTAL	\$2,681,370

RESOLUTION NO. 2789-1208

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A CHANGE ORDER EXTENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR TRANSIT SERVICES.

WHEREAS, the City of Phoenix (“Phoenix”) is the designated fiscal agent to receive Federal Transit Administration funds for the operation of transit services for the Avondale Urbanized Area; and

WHEREAS, the City of Avondale (the “City”) entered into an intergovernmental agreement with Phoenix relating to transit services in the Avondale Urbanized Area (the “Agreement”) dated December 8, 2004; and

WHEREAS, the Council of the City of Avondale desires to approve Change Orders No. 6, 7 and 8 (collectively, the “Change Orders”) to the Agreement for the continuation and adjustment of transit services as described in the Agreement and as amended by the Change Orders.

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

SECTION 1. That the Change Orders No. 6 is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Change Orders No. 7 is hereby approved in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3. That the Change Orders No. 8 is hereby approved in the form attached hereto as Exhibit C and incorporated herein by reference.

SECTION 4. That the expenditure of funds designated for transit services in the amount of \$581,052.00 as described in the Change Orders is hereby authorized.

SECTION 5. 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 Change Orders 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, December 8, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2789-1208

[Change Order No. 6]

See following pages.

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
NO. 6

Contract No.
114703

Issued To: (Name of Contractor or Consultant)
City of Avondale

Date
06/25/2008

Project Description: Transit Service Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

FY 2008-09

This change order is needed for FY 2008-09. The City of Phoenix will provide weekday and Saturday fixed-route service on routes 3, 17, 41, Green Line, 131, and necessary complimentary Dial-A-Ride service. The daily weekday miles for Litchfield Parks' portion of Route 131 for FY 2007-2008 is reduced from 13.9 miles per weekday in the original estimate to 6.0 miles per weekday in the revised estimate.

Financial Impact

Estimated annual miles for FY 2008-2009 are 625,812. The total estimated farebox revenue is \$308,459 and estimated cost to the City of Avondale is \$686,263. There is no cost to the City of Phoenix.

Current projected payments consist of four (4) equal installments of \$171,565.75 to be made as follows:

- Payment No. 1 is due on or before July 1, 2008.
- Payment No. 2 is due on or before October 1, 2008.
- Payment No. 3 is due on or before January 1, 2009.
- Payment No. 4 is due on or before April 1, 2009.

Late payments shall be subject to a 12% annual charge computed on a monthly basis.

PHOENIX will do a financial reconciliation of this Agreement after June 30, 2009.

The City of Phoenix City Council approved on June 4, 2008 (RCA #59092)

1. Amount of this Change Order for FY 2008-09 (\$686,263)	2. Amt. Of Prior Change Orders for FY2008-09 \$0	3. Adj. Contract Amt. (1 & 2) FY 2008-09 (\$686,263)	
---	--	--	--

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: **REGIONAL PUBLIC TRANSPORTATION AUTHORITY**

SIGNATURE: _____

TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY: _____ Patrick Dunn, Accountant III	DATE
RECOMMENDED BY: _____ Jim Campion, Contract Specialist - Ld.	DATE
PTD FISCAL SECTION REVIEW: _____ Jeff Dolfini, Deputy Public Transit Director	DATE
CHECKED AS TO AVAILABILITY OF FUNDS BY: _____ N/A Budget and Research Department	DATE
APPROVED FOR THE CITY MANAGER BY: _____ Debbie Cotton, Public Transit Director	DATE

XX REVENUE

___ EXPENDITURE

**Avondale Service Contract
Contract Estimate
July 1, 2008 through June 30, 2009**

Route	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:							
3 A - First	155.8	255	39,729.0	\$ 6.0014	\$ 238,430	\$ (12,713)	\$ 225,716
3 G - First	6.7	255	1,708.5	\$ 6.0014	\$ 10,253	\$ (666)	\$ 9,587
3 P - First	1,025.0	255	261,375.0	\$ 6.0014	\$ 1,568,616	\$ (124,153)	\$ 1,444,463
3 T - First	121.8	255	31,059.0	\$ 6.0014	\$ 186,397	\$ (3,230)	\$ 183,167
Saturday:							
3 A - First	155.8	52	8,101.6	\$ 6.0014	\$ 48,621	\$ (1,491)	\$ 47,130
3 G - First	6.7	52	348.4	\$ 6.0014	\$ 2,091	\$ (40)	\$ 2,051
3 T - First	121.8	52	6,333.6	\$ 6.0014	\$ 38,010	\$ (380)	\$ 37,630
Weekday:							
17A - First	136.0	255	34,680.0	\$ 6.0014	\$ 208,129	\$ (17,409)	\$ 190,719
17G - First	170.0	255	43,350.0	\$ 6.0014	\$ 260,161	\$ (23,192)	\$ 236,968
Saturday:							
17A - First	112.0	52	5,824.0	\$ 6.0014	\$ 34,952	\$ (3,553)	\$ 31,400
17G - First	140.0	52	7,280.0	\$ 6.0014	\$ 43,690	\$ (3,938)	\$ 39,752
Weekday:							
41A - First	59.5	255	15,172.5	\$ 6.0014	\$ 91,056	\$ (11,759)	\$ 79,298
Saturday:							
41A - First	56.9	52	2,958.8	\$ 6.0014	\$ 17,757	\$ (1,181)	\$ 16,576
Weekday:							
Green - First	152.9	255	38,989.5	\$ 6.0014	\$ 233,992	\$ (11,073)	\$ 222,919
Saturday:							
Green - First	122.1	52	6,349.2	\$ 6.0014	\$ 38,104	\$ (1,333)	\$ 36,771
Total	2,543.0		503,259.1		\$ 3,020,259	\$ (216,112)	\$ 2,804,147
Dial-a-Ride		307	4,484.0	\$ 45.2694	\$ 202,988	\$ (29,949)	\$ 173,039
Grant/Administrative Support Services							\$ 20,000
Service Cost (Excluding Phoenix Share)							\$ 1,532,724
Total Cost (Excluding Phoenix Share)							\$ 1,552,724
FTA Operating Assistance @ 50%							\$ 1,157,504
Avondale Share of Cost							\$ 395,219
Phoenix Local Share (Over Match)							\$ 1,454,463

Avondale pays 50% local cost on Dial-a-Ride Service.

Route 131 Costs by Jurisdiction FY 2008-09

Route	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:							
Avondale - First	260.1	255	66,325.5	\$ 5.8917	\$ 390,770	\$ (28,918)	\$ 361,852
Goodyear - First	70.7	255	18,028.5	\$ 5.8917	\$ 106,219	\$ (8,293)	\$ 97,925
Litchfield Pk - First	6.0	255	1,530.0	\$ 5.8917	\$ 9,014	\$ (291)	\$ 8,724
Phoenix - First	64.0	255	16,320.0	\$ 5.8917	\$ 96,153	\$ (18,588)	\$ 77,564
Tolleson - First	79.8	255	20,349.0	\$ 5.8917	\$ 119,890	\$ (6,308)	\$ 113,582
Total	480.6		122,553.0		\$ 722,046	\$ (62,398)	\$ 659,647
Job Access and Reverse Com. @ 50%							\$ 0
FTA Operating Assist. @ 50% of Balance							\$ 291,044
Total Local Share							\$ 368,604

Route 131 Funding Split Fiscal Year 2009:

Source	Percentage	Amount
Avondale	58.60%	\$170,550
Goodyear	22.10%	\$64,320
Litchfield Park	4.55%	\$13,240
Phoenix	0.00%	\$ 77,560
Tolleson	14.75%	\$42,930
Totals	100.0%	\$ 368,604

Source of Funds:

FTA Operating Assistance	\$ 1,448,548
Job Access Reverse Commute	\$ 0
Local Funds West Valley	\$ 686,263
Local Funds Phoenix	\$1,532,023
Total All Sources	\$ 3,666,834

EXHIBIT B
TO
RESOLUTION NO. 2789-1208

[Change Order No. 7]

See following pages.

**Avondale Service Contract
Contract Estimate
July 1, 2007 through June 30, 2008**

Route	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:							
3 A - Laidlaw	155.8	107	16,670.6	\$ 4.7740	\$ 79,585	\$ (5,335)	\$ 74,251
3 A - First	155.8	148	23,058.4	\$ 4.8598	\$ 112,059	\$ (7,379)	\$ 104,681
3 G - Laidlaw	6.7	107	716.9	\$ 4.7740	\$ 3,422	\$ (280)	\$ 3,143
3 G - First	6.7	148	991.6	\$ 4.8598	\$ 4,819	\$ (387)	\$ 4,432
3 P - Laidlaw	880.0	107	94,160.0	\$ 4.7740	\$ 449,520	\$ (44,726)	\$ 404,794
3 P - First	880.0	148	130,240.0	\$ 4.8598	\$ 632,940	\$ (61,864)	\$ 571,076
3 T - Laidlaw	121.8	107	13,032.6	\$ 4.7740	\$ 62,218	\$ (1,355)	\$ 60,862
3 T - First	121.8	148	18,026.4	\$ 4.8598	\$ 87,605	\$ (1,875)	\$ 85,730
Saturday:							
3 A - Laidlaw	155.8	22	3,427.6	\$ 4.7740	\$ 16,363	\$ (631)	\$ 15,733
3 A - First	155.8	30	4,674.0	\$ 4.8598	\$ 22,715	\$ (860)	\$ 21,855
3 G - Laidlaw	6.7	22	147.4	\$ 4.7740	\$ 704	\$ (17)	\$ 687
3 G - First	6.7	30	201.0	\$ 4.8598	\$ 977	\$ (23)	\$ 954
3 T - Laidlaw	121.8	22	2,679.6	\$ 4.7740	\$ 12,792	\$ (161)	\$ 12,632
3 T - First	121.8	30	3,654.0	\$ 4.8598	\$ 17,758	\$ (219)	\$ 17,538
Weekday:							
17A - First	136.0	110	14,960.0	\$ 4.8598	\$ 72,703	\$ (7,510)	\$ 65,193
17G - First	170.0	110	18,700.0	\$ 4.8598	\$ 90,878	\$ (10,005)	\$ 80,874
Saturday:							
17A - First	112.0	22	2,464.0	\$ 4.8598	\$ 11,975	\$ (1,503)	\$ 10,472
17G - First	140.0	22	3,080.0	\$ 4.8598	\$ 14,968	\$ (1,666)	\$ 13,302
Weekday:							
41A - Laidlaw	59.5	107	6,366.5	\$ 4.7740	\$ 30,394	\$ (4,934)	\$ 25,460
41A - First	59.5	148	8,806.0	\$ 4.8598	\$ 42,795	\$ (6,825)	\$ 35,971
Saturday:							
41A - Laidlaw	56.9	22	1,251.8	\$ 4.7740	\$ 5,976	\$ (499)	\$ 5,477
41A - First	56.9	30	1,707.0	\$ 4.8598	\$ 8,296	\$ (681)	\$ 7,615
Weekday:							
Green - Laidlaw	152.9	107	16,360.3	\$ 4.7740	\$ 78,104	\$ (4,646)	\$ 73,458
Green - First	152.9	148	22,629.2	\$ 4.8598	\$ 109,973	\$ (6,427)	\$ 103,547
Saturday:							
Green - Laidlaw	122.1	22	2,686.2	\$ 4.7740	\$ 12,824	\$ (564)	\$ 12,260
Green - First	122.1	30	3,663.0	\$ 4.8598	\$ 17,801	\$ (769)	\$ 17,032
Total	2,398.0		414,354.1		\$ 2,000,165	\$ (171,140)	\$ 1,829,025
Dial-a-Ride		307	4,484.0	\$ 42.6624	\$ 191,298	\$ (29,949)	\$ 161,350

Grant/Administrative Support Services	\$ 20,000
Service Cost (Excluding Phoenix Share)	\$ 1,014,504
Total Cost (Excluding Phoenix Share)	\$ 1,034,504
FTA Operating Assistance @ 50%	\$ 873,155
Avondale Share of DAR Cost	\$ 161,350
Phoenix Local Share (Over Match)	\$ 975,870

Avondale pays 50% local cost on Dial-a-Ride Service.

Route 131 Costs by Jurisdiction FY 2007-08

Weekday:							
Avondale - Veolia	260.1	107	27,830.7	\$ 6.8375	\$ 190,292	\$ (12,134)	\$ 178,158
Avondale - First	260.1	148	38,494.8	\$ 4.7497	\$ 182,839	\$ (16,784)	\$ 166,055
Goodyear - Veolia	70.7	107	7,564.9	\$ 6.8375	\$ 51,725	\$ (3,480)	\$ 48,245
Goodyear - First	70.7	148	10,463.6	\$ 4.7497	\$ 49,699	\$ (4,813)	\$ 44,886
Litchfield Pk - Veolia	6.0	107	642.0	\$ 6.8375	\$ 4,390	\$ (122)	\$ 4,268
Litchfield Pk - First	6.0	148	888.0	\$ 4.7497	\$ 4,218	\$ (169)	\$ 4,049
Phoenix - Veolia	64.0	107	6,848.0	\$ 6.8375	\$ 46,823	\$ (7,800)	\$ 39,023
Phoenix - First	64.0	148	9,472.0	\$ 4.7497	\$ 44,989	\$ (10,789)	\$ 34,201
Tolleson - Veolia	79.8	107	8,538.6	\$ 6.8375	\$ 58,383	\$ (2,647)	\$ 55,736
Tolleson - First	79.8	148	11,810.4	\$ 4.7497	\$ 56,096	\$ (3,661)	\$ 52,435
Total	480.6		122,553.0		\$ 689,453	\$ (62,398)	\$ 627,055

Job Access and Reverse Com. @ 50%	\$ 0
FTA Operating Assist. @ 50% of Balance	\$ 313,528
Total Local Share	\$ 313,528

Route 131 Funding Split Fiscal Year 2008:

Avondale	58.60%	\$141,045
Goodyear	22.10%	\$53,193
Litchfield Park	4.55%	\$10,951
Phoenix	0.00%	\$72,836
Tolleson	14.75%	\$35,502
Totals	100.0%	\$313,528

Source of Funds:

FTA Operating Assistance	\$ 1,186,682
Job Access Reverse Commute	\$ 0
Local Funds West Valley	\$402,041
Local Funds Phoenix	\$1,048,706
Total All Sources	\$ 2,637,429

Avondale Service Contract

Contract Estimate - With Litchfield Park Route 131 Cancellation

July 1, 2008 through June 30, 2009

Route	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost	
Weekday:								
3 A - First	155.8	255	39,729.0	\$ 6.0014	\$ 238,430	\$ (12,713)	\$ 225,716	
3 G - First	6.7	255	1,708.5	\$ 6.0014	\$ 10,253	\$ (666)	\$ 9,587	
3 P - First	1,025.0	255	261,375.0	\$ 6.0014	\$ 1,568,616	\$ (124,153)	\$ 1,444,463	
3 T - First	121.8	255	31,059.0	\$ 6.0014	\$ 186,397	\$ (3,230)	\$ 183,167	
Saturday:								
3 A - First	155.8	52	8,101.6	\$ 6.0014	\$ 48,621	\$ (1,491)	\$ 47,130	
3 G - First	6.7	52	348.4	\$ 6.0014	\$ 2,091	\$ (40)	\$ 2,051	
3 T - First	121.8	52	6,333.6	\$ 6.0014	\$ 38,010	\$ (380)	\$ 37,630	
Weekday:								
17A - First	136.0	255	34,680.0	\$ 6.0014	\$ 208,129	\$ (17,409)	\$ 190,719	
17G - First	170.0	255	43,350.0	\$ 6.0014	\$ 260,161	\$ (23,192)	\$ 236,968	
Saturday:								
17A - First	112.0	52	5,824.0	\$ 6.0014	\$ 34,952	\$ (3,553)	\$ 31,400	
17G - First	140.0	52	7,280.0	\$ 6.0014	\$ 43,690	\$ (3,938)	\$ 39,752	
Weekday:								
41A - First	59.5	255	15,172.5	\$ 6.0014	\$ 91,056	\$ (11,759)	\$ 79,298	
Saturday:								
41A - First	56.9	52	2,958.8	\$ 6.0014	\$ 17,757	\$ (1,181)	\$ 16,576	
Weekday:								
Green - First	152.9	255	38,989.5	\$ 6.0014	\$ 233,992	\$ (11,073)	\$ 222,919	
Saturday:								
Green - First	122.1	52	6,349.2	\$ 6.0014	\$ 38,104	\$ (1,333)	\$ 36,771	
Total	2,543.0		503,259.1		\$ 3,020,259	\$ (216,112)	\$ 2,804,147	
Dial-a-Ride		307	4,484.0	\$ 45.2694	\$ 202,988	\$ (29,949)	\$ 173,039	
							Grant/Administrative Support Services	\$ 20,000
							Service Cost (Excluding Phoenix Share)	\$ 1,532,724
							Total Cost (Excluding Phoenix Share)	\$ 1,552,724
							FTA Operating Assistance @ 50%	\$ 1,161,558
							Avondale Share of Cost	\$ 391,165
							Phoenix Local Share (Over Match)	\$ 1,454,463

Route 131 Costs by Jurisdiction FY 2008-09

Route	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost	
Weekday:								
Avondale - First	260.1	255	66,325.5	\$ 5.8917	\$ 390,770	\$ (28,918)	\$ 361,852	
Goodyear - First	70.7	255	18,028.5	\$ 5.8917	\$ 106,219	\$ (8,293)	\$ 97,925	
Litchfield Pk - First	6.0	18	108.0	\$ 5.8917	\$ 636	\$ (21)	\$ 616	
Phoenix - First	64.0	255	16,320.0	\$ 5.8917	\$ 96,153	\$ (18,588)	\$ 77,564	
Tolleson - First	79.8	255	20,349.0	\$ 5.8917	\$ 119,890	\$ (6,308)	\$ 113,582	
Total	480.6		121,131.0		\$ 713,668	\$ (62,128)	\$ 651,539	
							Job Access and Reverse Com. @ 50%	\$ -
							FTA Operating Assist. @ 50% of Balance	\$ 286,990
							Total Local Share	\$ 364,550

Route 131 Funding Split Fiscal Year 2009:

Entity	Percentage	Amount
Avondale	58.60%	\$ 168,180
Goodyear	22.10%	\$ 63,420
Litchfield Park	4.55%	\$ 13,060
Phoenix	0.00%	\$ 77,560
Tolleson	14.75%	\$ 42,330
Totals	100.0%	\$ 364,550

Source of Funds:

FTA Operating Assistance	\$ 1,448,548
Job Access Reverse Commute	\$ -
Local Funds West Valley	\$ 678,155
Local Funds Phoenix	\$ 1,532,023
Total All Sources	\$ 3,658,726

EXHIBIT C
TO
RESOLUTION NO. 2789-1208

[Change Order No. 8]

See following pages.

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
NO. 8

Contract No.
114703

Issued To: (Name of Contractor or Consultant)
City of Avondale

Date
11/26/2008

Project Description: **Transit Service Agreement**

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

FY 2008-09

This change order is needed for FY 2008-09. The City of Phoenix will provide weekday and Saturday fixed route service on routes 3, 17, 41, Green Line, and weekday only service on 131 and necessary complimentary dial a ride service.

Financial Impact:

The total revised estimated farebox revenue is \$169,333. The total estimated cost to the City of Avondale is \$581,052. There is no cost to the City of Phoenix.

1. Amount of this Change Order for FY 2007-08 (\$581,052)	2. Amt. Of Prior Change Orders for FY 2007-08 \$0	3. Adj. Contract Amt. (1 & 2) FY 2007-08 (\$581,052)	
ACCEPTANCE		ENDORSEMENTS	
We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above. SIGNATURE: _____ TITLE: _____ DATE: _____		REQUESTED BY: _____ Patrick Dunn – Accountant III	DATE
		RECOMMENDED BY: _____ Jim Campion – Contract Specialist II Ld.	DATE
		CHECKED AS TO AVAILABILITY OF FUNDS BY: N/A _____ Budget and Research Department	DATE
<input checked="" type="checkbox"/> REVENUE	<input type="checkbox"/> EXPENDITURE	APPROVED FOR THE CITY MANAGER BY: _____ Debbie Cotton, Public Transit Director	DATE

Avondale Service Contract
Contract Estimate with December Service Reduction, State JARC Adjustment & Goodyear Correction
July 1, 2008 through June 30, 2009

Route	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:							
3 A - First	155.8	125	19,475.0	\$ 6.0014	\$ 116,877	\$ (8,764)	\$ 108,114
3 A - First	122.4	130	15,912.0	\$ 6.0014	\$ 95,494	\$ (7,160)	\$ 88,334
3 G - First	6.7	255	1,708.5	\$ 6.0014	\$ 10,253	\$ (854)	\$ 9,399
3 P - First	1,025.0	255	261,375.0	\$ 6.0014	\$ 1,568,616	\$ (124,153)	\$ 1,444,463
3 T - First	121.8	255	31,059.0	\$ 6.0014	\$ 186,397	\$ (6,212)	\$ 180,186
Saturday:							
3 A - First	155.8	26	4,050.8	\$ 6.0014	\$ 24,310	\$ (745)	\$ 23,565
3 A - First	122.4	26	3,182.4	\$ 6.0014	\$ 19,099	\$ (586)	\$ 18,513
3 G - First	6.7	52	348.4	\$ 6.0014	\$ 2,091	\$ (40)	\$ 2,051
3 T - First	121.8	52	6,333.6	\$ 6.0014	\$ 38,010	\$ (380)	\$ 37,630
Weekday:							
17A - First	136.0	125	17,000.0	\$ 6.0014	\$ 102,024	\$ (8,534)	\$ 93,490
17A - First	110.5	130	14,365.0	\$ 6.0014	\$ 86,210	\$ (7,211)	\$ 78,999
17G - First	54.7	255	13,948.5	\$ 6.0014	\$ 83,711	\$ (7,462)	\$ 76,248
Saturday:							
17A - First	112.0	26	2,912.0	\$ 6.0014	\$ 17,476	\$ (1,776)	\$ 15,700
17A - First	100.2	26	2,605.2	\$ 6.0014	\$ 15,635	\$ (1,589)	\$ 14,046
17G - First	48.3	52	2,511.6	\$ 6.0014	\$ 15,073	\$ (1,359)	\$ 13,714
Weekday:							
41A - First	59.5	125	7,437.5	\$ 6.0014	\$ 44,635	\$ (4,463)	\$ 40,173
41A - First	44.0	130	5,720.0	\$ 6.0014	\$ 34,328	\$ (3,432)	\$ 30,896
Saturday:							
41A - First	56.9	52	2,958.8	\$ 6.0014	\$ 17,757	\$ (888)	\$ 16,869
Weekday:							
Green - First	152.9	125	19,112.5	\$ 6.0014	\$ 114,702	\$ (5,428)	\$ 109,274
Green - First	134.8	130	17,524.0	\$ 6.0014	\$ 105,169	\$ (4,977)	\$ 100,192
Saturday:							
Green - First	122.1	26	3,174.6	\$ 6.0014	\$ 19,052	\$ (667)	\$ 18,385
Green - First	116.8	26	3,036.8	\$ 6.0014	\$ 18,225	\$ (638)	\$ 17,587
Total	3,087.1		455,751.2		\$ 2,735,145	\$ (197,318)	\$ 2,537,828
Dial-a-Ride		307	4,484.0	\$ 45.2694	\$ 202,988	\$ (29,949)	\$ 173,039
Grant/Administrative Support Services							\$ 20,000
Service Cost (Excluding Phoenix Share)							\$ 1,266,404
Total Cost (Excluding Phoenix Share)							\$ 1,286,404
FTA Operating Assistance @ 50%							\$ 1,113,365
Avondale Share of Cost							\$ 173,039
Phoenix Local Share (Over Match)							\$ 1,444,463

Route 131 Costs by Jurisdiction FY 2008-09

Weekday:							
Avondale - First	260.1	125	32,512.5	\$ 5.8917	\$ 191,554	\$ (15,801)	\$ 175,753
Avondale - First	242.0	130	31,460.0	\$ 5.8917	\$ 185,353	\$ (15,290)	\$ 170,063
Goodyear - First	70.7	255	18,028.5	\$ 5.8917	\$ 106,219	\$ (9,195)	\$ 97,024
Litchfield Pk - First	6.0	18	108.0	\$ 5.8917	\$ 636	\$ (21)	\$ 616
Phoenix - First	64.0	255	16,320.0	\$ 5.8917	\$ 96,153	\$ (18,588)	\$ 77,564
Tolleson - First	79.8	255	20,349.0	\$ 5.8917	\$ 119,890	\$ (7,326)	\$ 112,565
Total	722.6		118,778.0		\$ 699,804	\$ (66,220)	\$ 633,585
FTA Operating Assist. @ 50% of Balance							\$ 148,012
Total Local Share							\$ 485,572

Route 131 Funding Split Fiscal Year 2009:		
Avondale	69.13%	\$ 281,437
Goodyear	21.93%	\$ 89,480
Litchfield Park	0.00%	\$ 616
Phoenix	0.00%	\$ 77,560
Tolleson	8.94%	\$ 36,480
Totals	100.0%	\$ 485,572

Source of Funds:		
FTA Operating Assistance		\$ 1,261,377
Local Funds West Valley		\$ 581,052
Local Funds Phoenix		\$ 1,522,023
Total All Sources		\$ 3,364,452

Dial A Ride		
Avondale	69.13%	\$ 119,621
Goodyear	21.93%	\$ 37,947
Tolleson	8.94%	\$ 15,471
Totals	100.0%	\$ 173,039

Total		
Avondale		\$ 401,058
Goodyear		\$ 127,427
Litchfield Park		\$ 616
Tolleson		\$ 51,951
Totals		\$ 581,052

Miles

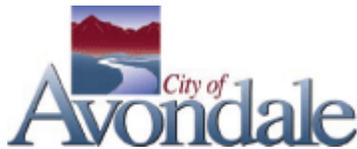
Avondale	1,579.7	81%
Goodyear	116.4	6%
Tolleson	243.6	13%
	1,939.7	100%

Population

Avondale	69356	57%
Goodyear	46213	38%
Tolleson	6498	5%
	122067	

Average

Avondale	69.13%
Goodyear	21.93%
Tolleson	8.94%



DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1339-1208 -
Amendment to the Three Rivers PAD (Z-07-13)

MEETING DATE:
December 8, 2008

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

REQUEST: To amend the Three Rivers Planned Area Development (PAD) development standards to: increase the maximum allowable building height from two to six stories, to revise the permitted uses to allow restricted accessory outdoor storage and support retail uses, and to amend related stipulations of the original approval. The request applies only to the northern 40 acres of the property located at the northeast corner of Van Buren Street and 105th Avenue.

PARCEL SIZE: Approximately 40 acres

LOCATION: SEC Roosevelt Street and 105th Avenue (Exhibits A, B, and C)

APPLICANT: Ms. Lynne Lagarde, Earl, Curley, & Lagarde, P.C. (602) 265-0094

OWNER: Mr. Michael Blenis, Arizona Land Company, LLC (480) 488-4780

BACKGROUND:

The 40 acre subject property was annexed on March 17, 1986 and rezoned from AG (Agricultural) to Planned Area Development (Three Rivers PAD) on January 17, 2006. The Three Rivers PAD covered a total of 80 acres; the subject property comprised the northern 40 acres of this Planned Area Development. The existing PAD Development Plan and Ordinance (Exhibits E and F) allows for commerce park uses with allowances for automobile related uses along the Roosevelt Street frontage, directly adjacent to the Auto mall.

A final plat which divided the original property into two 40 acre parcels was approved by the City Council on January 16, 2007. These two halves are presently under separate ownership. The southern 40 acres adjacent to Van Buren Street is owned by Maricopa County. The County has indicated a desire to use this property for their West Court Complex. However, they have not submitted any plans to the City for review. The northern 40 acres adjacent to Roosevelt Street is owned by the applicant, Arizona Land Company, LLC.

On February 4, 2008, the City Council approved a request to extend the validity of the Three Rivers PAD for one additional year, until January 17, 2009. Approval of this PAD Amendment application will extend the entitlements on the northern 40 acres for an additional two years. A pre-application meeting was held to discuss site planning for the subject property on November 4, 2008.

The General Plan land use designation for this property is Employment. The existing PAD remains consistent with this General Plan Designation.

The subject property is bordered to the north by Roosevelt Street, to the south by Van Buren Street, to the east by 103rd Avenue, and to the west by 105th Avenue. The uses of the surrounding properties are as follows:

- **NORTH:** Avondale Auto mall PAD, a series of automobile dealerships with two vacant lots remaining for future development.
- **SOUTH:** Large scale distribution warehouses located in the City of Tolleson.
- **EAST:** Avondale Commerce Park PAD, an employment centered PAD approved by the City Council in March 2008. The property remains vacant and no development plans have been submitted to the City
- **WEST:** Griffith Commerce Park PAD, an employment PAD also provides for C-2 (Community Commercial) type uses along Roosevelt Street and along Van Buren Street. Existing development within this PAD includes Universal Technical Institute (UTI), a training academy for skilled auto mechanics, and Coyote Honda, a motorcycle dealership. The remainder of the land within the Griffith PAD remains vacant, however a 25 acre portion is under the ownership of the applicant.

SUMMARY OF REQUEST:

1. The approved Three Rivers PAD allows for a mix of employment uses including light manufacturing, automobile repair, and office (Exhibit E, Pages 4 & 5). The applicant is proposing to amend the list of permitted uses for the northern 40 acres of the Three Rivers PAD by adding the following:
 - Restricted outdoor storage, as an accessory to the primary use permitted by the PAD, subject to a series of conditions designed to limit potential negative impacts that can be associated with outdoor uses. These conditions are discussed in further detail within the "Analysis" section of this report.
 - Support retail uses located on the ground floor of a multi-story office building.
 - Additional uses allowed in the Commerce Park (CP) Zoning District, including banks, hospitals, and business support services (i.e. copy centers, package delivery services).
2. The applicant has proposed to increase the allowable number of stories for buildings located on the northern 40 acres of the Three Rivers PAD to 4 stories (56') if basic criteria are met, or up to 6 stories (84') if more stringent criteria can be met. These numbers represent the maximum allowed by the Freeway Corridor Specific Plan on the subject property. The approved PAD Development Plan for this property currently allows for a maximum of 2 stories (35').
3. The applicant has agreed to provide landscaping and open space over a minimum 10 percent of the net site area.
4. The approved Three Rivers PAD requires new development to conform to the development standards of the CP (Commerce Park) Zoning District. Except increasing building height and landscape area as indicated above, the applicant has not requested any changes to development standards.
5. The applicant proposes amending the phasing section of the PAD Development Plan to allow for the phased construction of off-site improvements. The approved PAD requires all off-site improvements adjacent to the northern 40 acres, including the north half of Pierce Street, south half of Roosevelt Street, east half of 105th Avenue, and west half of 103rd Avenue, to be completed with the first building on the site. The proposal will allow the developer to only complete those streets adjacent to a building or phase.
6. The applicant has added additional language which will require all future development on the site to meet the Design Manual for Commercial, Industrial, and Multi-Family Residential Development. All development occurring on the north parcel will be tied together using common architectural themes. Conceptual building elevations are provided to illustrate the quality of architecture they intend to provide on this site.
7. The applicant has also submitted a conceptual site plan to show the potential mix of uses occurring on the site. Approval of this PAD amendment will not constitute an approval of the site plan for this

property; a separate site plan application must be filed and design issues will be evaluated at that time.

8. The southern 40 acres of the Three Rivers PAD, presently owned by Maricopa County is not impacted by this request.

PARTICIPATION:

The applicant invited 11 property owners and other interested parties to a neighborhood meeting held on October 15, 2008, to discuss the proposal. A notice of the neighborhood meeting was published in the West Valley View on September 30, 2008. Mailings were sent out on September 24, 2008. Two signs were posted on the property on September 30, 2008. No property owners or other interested parties attended the meeting.

A notice of the Planning Commission hearing was published in the West Valley View on November 4, 2008. The meeting sign was updated to reflect the date and time of the Planning Commission meeting on November 4, 2008. Letters were mailed out to 11 property owners on November 3, 2008. No property owners or other interested parties spoke on the item at the Planning Commission meeting.

A notice of the City Council hearing was published in the West Valley View on November 18, 2008. The property was posted on November 4, 2008. Letters were mailed out to 11 property owners on November 14, 2008. No comments have been received to date.

PLANNING COMMISSION ACTION:

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

1. Development of the subject property shall conform to the Three Rivers North PAD Amendment Narrative and Conceptual Building Elevations date stamped November 13, 2008, except as modified by these stipulations.
2. The stipulations of approval for the Three Rivers Planned Area Development, Ordinance 1165-106, shall remain in full force and effect on the subject property, except as follows:
 - a. Stipulation #3 of Ordinance 1165-106 shall be revised to read, "Access to all parcels shall be determined at the time of Master Site Plan approval with only limited direct access allowed on Roosevelt Street, Van Buren Street, 103rd Avenue or 105th Avenue, subject to receiving City Approval and meeting engineering requirements."
 - b. Stipulation #4 of Ordinance 1165-106 shall be deleted in its entirety.
 - c. Stipulation #10 of Ordinance 1165-106 shall be deleted in its entirety.
3. Development of the southern 40 acres of the original Three Rivers PAD is not subject to this amendment. Development on that parcel shall conform to Ordinance 1165-106.
4. Office development on the southern 20 acres of the Three Rivers north parcel shall meet standards for "Class - A" office construction as understood in the Phoenix Metropolitan Region.
5. Outdoor storage areas shall be interior oriented and may not face onto perimeter streets or primary drive aisles. Storage enclosure walls on the ends of the building shall be raised and designed to be consistent with and look similar to side building walls to maximize screening at the end locations.
6. Development on the site shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
7. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.

8. Staff may consider additional phasing of offsite infrastructure based on economic viability considerations provided by the developer subject to input and approval from the City Engineer.

The majority of discussion involved the phasing of off-site improvements adjacent to the project. The Planning Commission asked staff to explain the benefits to the City of the current policy which requires all off-site improvements with the first phase of development, and the consequences of allowing a policy shift to allow additional flexibility. Several Commissioners expressed support for the development community in these tough economic times and opined that flexibility be given to the developers to phase improvements as necessary. It was mentioned that they did not see the benefit of constructing streets that dead end into agricultural land.

Staff informed the Commission that the Engineering Department could not support piecemeal construction of any roadway due to the potential inconvenience of closing the same street multiple times.

Chairman Iwanski believed this to be a policy issue rather than a planning issue and stated that it is best left to City Council to decide. A stipulation was crafted by Commissioners Demlong and Cotera to forward a recommendation to City Council, which read, "Staff may consider additional phasing of offsite infrastructure based on economic viability considerations provided by the developer subject to input and approval from the City Engineer."

Secondary items discussed included the proposed outdoor storage areas, their design, what could be stored within them, and whether users of the four story office conceptually shown to the south may be able to see into the storage bays from offices on upper floors. Staff explained to the Commission that there were conditions built into the report and stipulations that were designed to minimize any negative visual effects it could have.

ANALYSIS:

General Plan and Freeway Corridor Specific Plan

The General Plan Land Use Map designates this property as Employment. The Employment designation encourages facilities that provide employment opportunities. The types of uses allowed in the employment category include business park and industrial uses, along with retail and commercial uses that support the primary employment generators. The uses proposed to be added into the PAD, namely support retail and restricted outdoor storage, are consistent with this employment designation.

- The subject property falls within the "Freeway Frontage" sub-area of the Freeway Corridor Specific Plan (FCSP). The Specific Plan allows for outdoor storage areas, provided they are "limited in size and not visible to the Freeway traveler." Staff and the applicant have taken several steps to ensure that outdoor storage on the site will not be visible from the freeway, adjacent collector roadways, and primary internal drive aisles on the site.
- The Freeway Corridor Specific Plan identifies a maximum height of four stories (56') for development on the majority of this property and an additional 2 stories is allowed (total of 6 stories/84') if criteria outlined in the FCSP are achieved. The amended PAD proposes building heights in line with the maximums allowed by the Freeway Corridor Specific Plan.

Permitted Uses and Conditional Uses

- The uses permitted within this PAD are derived from the CP (Commerce Park) Zoning District, with the following exceptions:
 - On the northernmost 10 acres adjacent to Roosevelt Street, the PAD allows for "Automobile engine repair, body repair, upholstery, painting facilities and similar uses where all service bays shall be completely screened from street view including all roll-up doors." This use is permitted in the A-1 district, however was included in the original PAD approval due to the subject property's proximity to the Auto mall.
 - The applicant proposes outdoor storage as an accessory to an allowed primary use on 20

acres adjacent to Roosevelt Street, as depicted in Exhibit H. The outdoor storage will be allowed only if it meets 7 required conditions, as follows:

- a. Storage areas must be attached, fully screened, and designed as part of the primary building;
- b. Storage areas must be constructed of concrete and/or masonry block with exterior finishes to match the primary building;
- c. Storage areas gates must be opaque;
- d. Stored materials shall not exceed the height of the lowest adjacent wall;
- e. Outdoor storage areas shall be limited to a maximum of 25% of the overall building area footprint (footprint includes both primary building and associated outdoor storage area).
- f. Outdoor storage areas must be oriented interior to the storage area and may not face onto perimeter streets. Please refer to the Conceptual Site Plan (Exhibit I), Buildings A-E for to see this concept illustrated.
- g. The storage enclosure walls on the ends of the building will be raised and designed to be consistent with and look similar to side building walls to maximize screening at the end locations. This concept is best illustrated on the side elevations of the "Industrial Condo Concept Design" included in your packets (Exhibit J).

Outdoor storage is only allowed in the A-1 (General Industrial) Zoning District. The seven conditions above have been crafted to ensure that the outdoor storage fits within the context of commerce park.

- The applicant's proposal will allow "Limited retail uses intended to support and serve the primary uses on the commerce park campus located on the ground floor of a multi-story building." Support retail uses require a Conditional Use Permit in the CP Zoning District in order to ensure that the primary function of a development remains to provide manufacturing and office jobs in Avondale. Limited retail uses on the ground floor of a multi-story building, however, will not reduce the land area devoted to employment generating uses and may, in fact, increase the chance that the property develops with multi-story buildings, thus providing more jobs.

Development Standards

- The proposed amendment will impact only two development standards, as follows:
 - Maximum building height on the property will be increased. The PAD currently allows for a maximum building height of 2 stories or 35 feet, corresponding to the maximum height permitted in the CP district. The proposed amendment will allow for up to 6 stories (84'), subject to meeting provisions contained within the Freeway Corridor Specific Plan. The additional height is in conformance with the allowed maximum building height on this property.
 - The percentage of site area devoted to landscaping and pedestrian open space will be increased to 10 percent. The existing PAD requires only 5 percent of the site be dedicated to landscaping and open space. Additional landscaping will enhance the aesthetic value of the site and provide shading for vehicles and pedestrians using the site.

Building and Site Design Standards

- The existing Three Rivers PAD contains a set of design standards written prior to adoption of the Design Manual for Commercial, Industrial, and Multi-Family Development. The proposal maintains the

existing language but also requires development on the site to conform to the Design Manual as well. Adherence to the concepts contained in the Design Manual will be required and will result in an attractive, functional site with interesting architecture.

- The applicant has provided conceptual building elevations. (Exhibit J) The front and side elevations of the Industrial Condos are representative of the type of quality that will be expected on the site; articulation to the roofline and blank building walls will be required on the rear elevations and will be addressed during the site plan/design review process. The conceptual elevations for the Class - A office feature the use of color, textured building materials, and frequent changes in roof line and wall plane.
- The applicant has provided a conceptual site plan to illustrate their initial concept for the site. The site plan will be reviewed in further detail when the applicant submits an application seeking master site plan approval.
 - The applicant has not proposed any amendment to the signage portion of the PAD. The allowed signage is consistent with Zoning Ordinance requirements.

Landscaping and Open Space

- As mentioned previously, the applicant is increasing the minimum landscape/open space to 10 percent of the net site area. The specific landscape themes to be used will be determined at the time of Master Site Plan review.

Public Streets

- Four public streets run adjacent to or through the north 40 acres of the Three Rivers PAD, including 105th Avenue, 103rd Avenue, Roosevelt Street, and Pierce Street.
- The original Three Rivers PAD requires all improvements to be completed in two phases. As currently written, any development on the north parcel (north of Pierce Street) is required to complete the north half of Pierce Street, south half of Roosevelt Street, west half of 103rd Avenue, and east half of 105th Avenue as part of the first phase.

The Planning Commission added a stipulation which could allow for additional phasing of street improvements, based on the merit of the proposal as determined by the City Engineer. Staff agrees that the wording of this stipulation will allow the Engineering Department to use its technical expertise and experience to require improvements at a time that is in the best interest of Avondale citizens and surrounding developments, while allowing some flexibility for the developer of the subject property.

It should be noted that piecemeal road construction is unlikely to be approved by the City Engineer, however. Piecemeal construction is best illustrated by example: If the first phase of development adjacent to Roosevelt Street ends 500 feet west of 103rd Avenue, allowing for piecemeal construction would result in Roosevelt Street stopping mid-block. This type of construction is undesirable because it can create gaps in our transportation system and may also result in the same street being closed several times due to new construction.

Approval of this amendment to the phasing schedule will represent a shift in City of Avondale development policy, which has previously required all off-site improvements adjacent to a project be completed in a single phase. The applicant has stated that this change will reduce upfront financial burden and allow for development to occur on the subject property in a shorter time frame than otherwise could be expected. If the City Council wishes to hold to the policy, an alternate stipulation has been provided:

8b. All half street improvements on Roosevelt Street, Pierce Street, 103rd Avenue, and 105th Avenue adjacent to the site shall be completed with the first phase of development of the property.

- The developer will be required to provide a full traffic impact study at the site plan review stage. Additional right-of-way beyond what was identified by stipulation may be required at that time in order to accommodate the future development. Results of the traffic study may also result in the need to construct portions non-adjacent streets as part of the first phase, despite the change to the phasing stipulation as previously mentioned.

Additional Revisions:

- In addition to those changes previously indicated, the applicant is proposing the elimination of two stipulations of the original approval, as follows:
 - Stipulation #4 of the original approval states, “Perimeter walls shall be installed adjacent to all streets. The design of all perimeter walls shall match Exhibit I. All interior screen walls shall match the architecture of the building.” No screen walls will be required in instances where a building is built at a setback line and acts as a screening device. Additionally, the design of screen walls will be determined at the time of master site plan approval so that they are complementary of the building architecture on site. Staff supports elimination of this stipulation.
 - Stipulation #10 of the original approval states, “Pedestrian refuge areas with a minimum of 100 square feet shall be provided for each individual lot. Each pedestrian refuge area shall include seating, landscaping and shade.” The Design Manual includes language requiring pedestrian plazas up to 500 square feet in size, making this stipulation no longer necessary.

Community Impact:

The proposed amendment to the Three Rivers PAD furthers several City goals:

- The demand for fully indoor industrial/commerce parks has waned, as evidenced by several “flex-industrial” developments in and around Avondale operating with high vacancy rates. The allowance of restricted outdoor storage, if approved, will allow the developer to construct a niche product currently in limited supply in Avondale and the greater West Valley.
- Allowing for buildings up to 6 stories on the property will act in furtherance of the City Council’s objective to maximize employment opportunities south of Interstate 10. The location of mid-rise buildings on this parcel is not objectionable due to the lack of residential development in the immediate vicinity.
- As a result of the amendment, the quality of site design, landscaping, and architecture required on the site will be enhanced from what was previously approved for the subject property.

FINDINGS:

The proposed rezoning meets the following findings:

1. The proposal is in conformance with the General Plan Land Use Map designation of Employment for this site.
2. The proposal is in conformance with the Freeway Corridor Specific Area Plan.
3. The proposal is consistent with the requirements of the Avondale Zoning Ordinance.
4. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.
5. The project meets the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

RECOMMENDATION:

Planning Commission recommends that the City Council **APPROVE** application Z-07-13, a request for an amendment to the northern 40 acres of the Three Rivers PAD, subject to the following eight conditions:

1. Development of the subject property shall conform to the Three Rivers North PAD Amendment Narrative and Conceptual Building Elevations date stamped November 13, 2008, except as modified by these stipulations.
2. The stipulations of approval for the Three Rivers Planned Area Development, Ordinance 1165-106, shall remain in full force and effect on the subject property, except as follows:
 - a. Stipulation #3 of Ordinance 1165-106 shall be revised to read, "Access to all parcels shall be determined at the time of Master Site Plan approval with only limited direct access allowed on Roosevelt Street, Van Buren Street, 103rd Avenue or 105th Avenue, subject to receiving City Approval and meeting engineering requirements."
 - b. Stipulation #4 of Ordinance 1165-106 shall be deleted in its entirety.
 - c. Stipulation #10 of Ordinance 1165-106 shall be deleted in its entirety.
3. Development of the southern 40 acres of the original Three Rivers PAD is not subject to this amendment. Development on that parcel shall conform to Ordinance 1165-106.
4. Office development on the southern 20 acres of the Three Rivers north parcel shall meet standards for "Class A" office construction as understood in the Phoenix Metropolitan Region.
5. Outdoor storage areas shall be interior oriented and may not face onto perimeter streets or primary drive aisles. Storage enclosure walls on the ends of the building shall be raised and designed to be consistent with and look similar to side building walls to maximize screening at the end locations.
6. Development on the site shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
7. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.
8. Staff may consider additional phasing of offsite infrastructure based on economic viability considerations provided by the developer subject to input and approval from the City Engineer.

If the City Council decides that the existing policy requiring all off-site improvements to be constructed with the first phase should continue, the following stipulation (#8b) should replace stipulation #8:

- 8b. All half street improvements on Roosevelt Street, Pierce Street, 103rd Avenue, and 105th Avenue adjacent to the site shall be completed with the first phase of development of the property.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Ordinance approving application Z-07-13, a request to amend the northern 40 acres of the Three Rivers Planned Area Development (PAD), subject to eight stipulations.

ATTACHMENTS:

Click to download

 [Exhibit A - Zoning Vicinity Map](#)

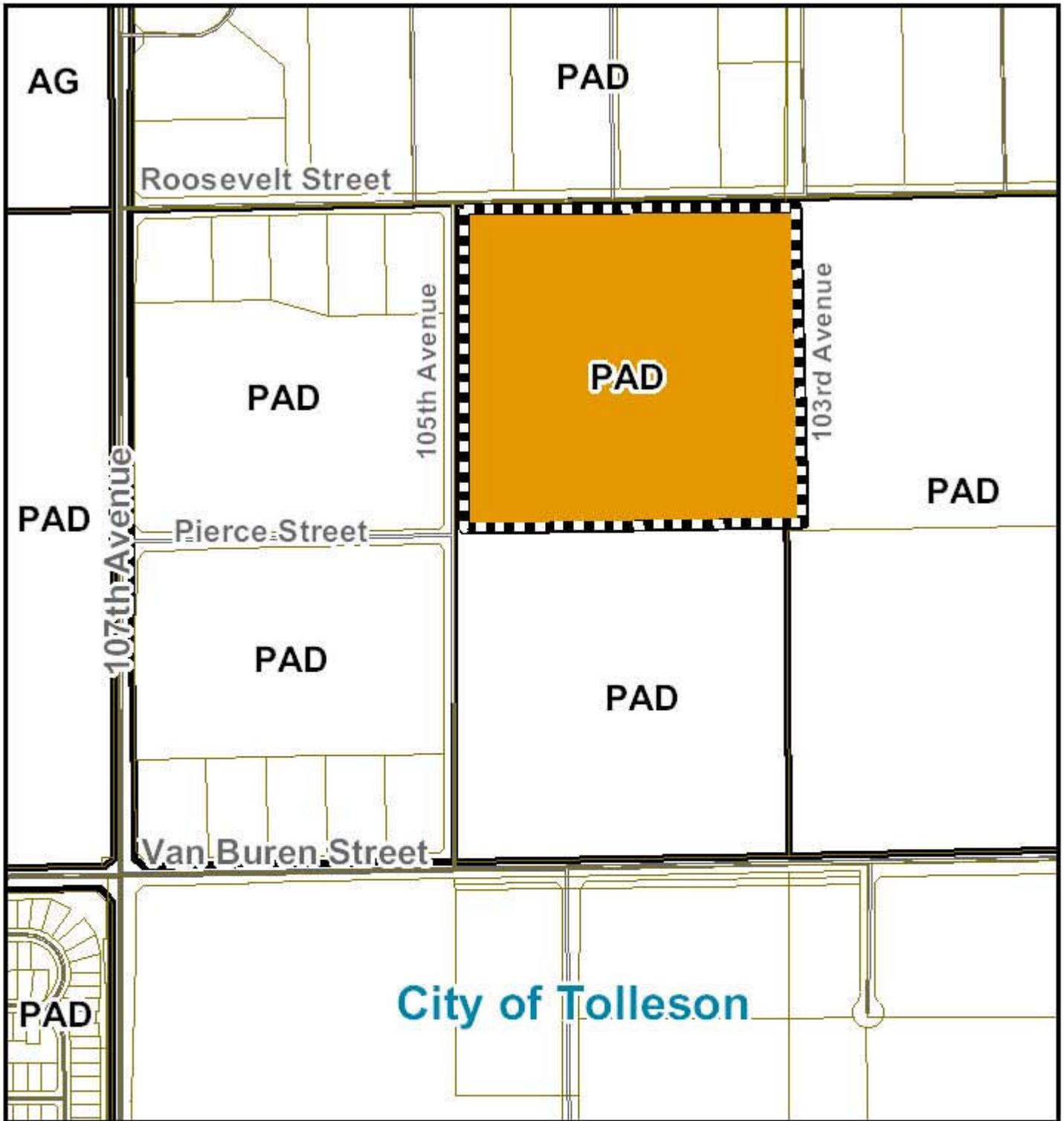
- ▢ [Exhibit B - Aerial Photograph 2008](#)
- ▢ [Exhibit C - General Plan Land Use Map](#)
- ▢ [Exhibit D - Summary of Related Facts](#)
- ▢ [Exhibit E - Approved Three Rivers PAD Development Plan Narrative \(Approved on 1/17/2006\)](#)
- ▢ [Exhibit F - Ordinance #1165-106, approving the Three Rivers PAD](#)
- ▢ [Exhibit G - Proposed Amended Three Rivers PAD Development Plan Narrative, date stamped November 13, 2008 \(Legislative Edit Showing Changes\)](#)
- ▢ [Exhibit H - Outdoor Storage Exhibit](#)
- ▢ [Exhibit I - Conceptual Site Plan, date stamped November 13, 2008](#)
- ▢ [Exhibit J - Conceptual Building Elevations date stamped November 13, 2008](#)
- ▢ [Exhibit K - Planning Commission Meeting Minutes, from November 20, 2008](#)
- ▢ [Ordinance 1339-1208](#)

FULL SIZE COPIES (Council Only):

NONE

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019



Zoning Vicinity Map



Subject Property



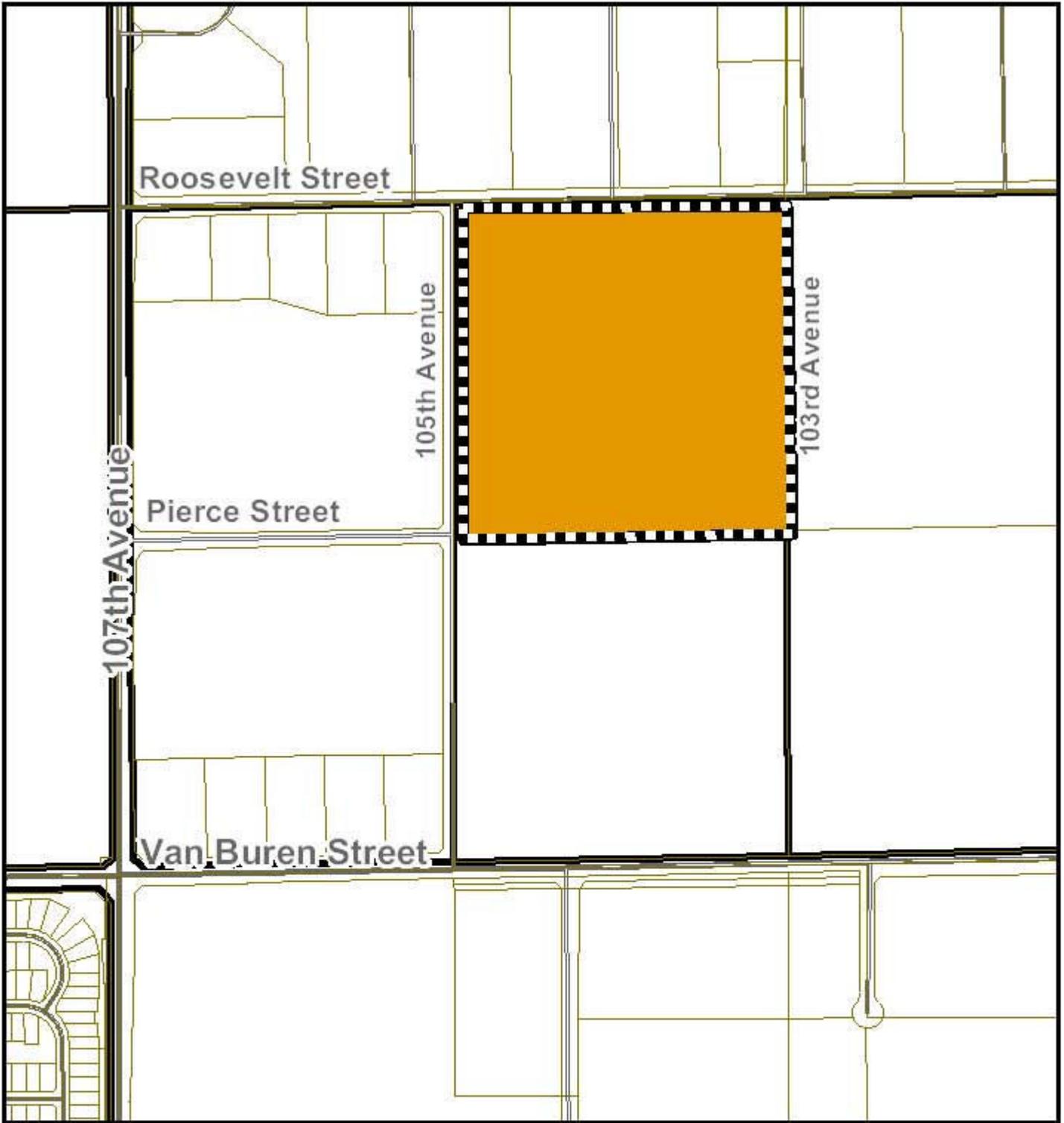


2008 Aerial Photo



Subject Property



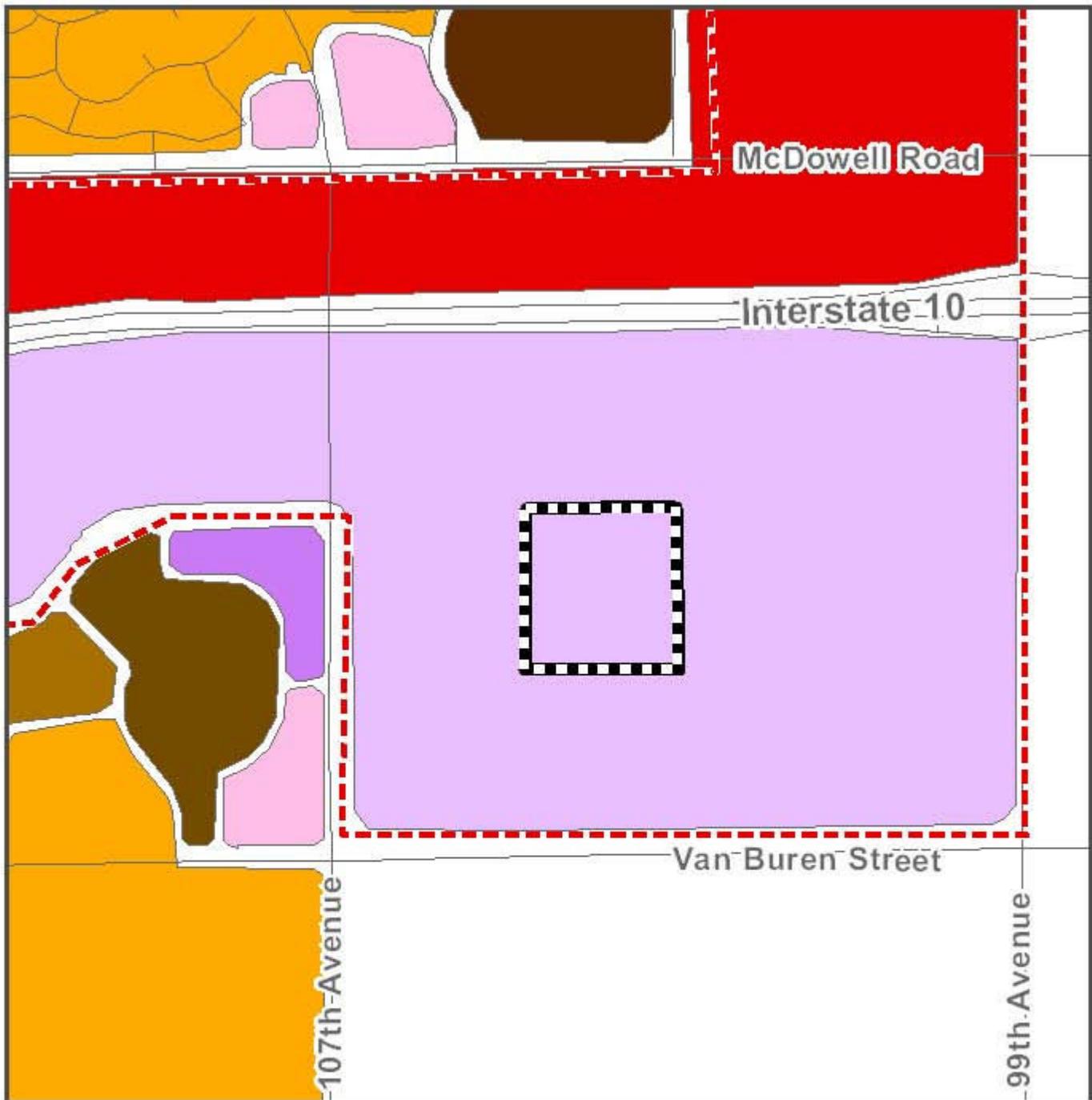


Application Z-07-13



Subject Property





General Plan Land Use Map

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



*SUMMARY OF RELATED FACTS
APPLICATION Z-07-13*

<i>THE PROPERTY</i>	
PARCEL SIZE	40 acres
LOCATION	Southeast corner of Roosevelt Street and 105 th Avenue
PHYSICAL CHARACTERISTICS	None
EXISTING LAND USE	Agricultural
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	The site was zoned AG upon annexation and rezoned to PAD in January 2006.
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Avondale Automall, zoned PAD (Planned Area Development)
EAST	Vacant, zoned PAD
SOUTH	City of Tolleson, I-1 (Industrial)
WEST	UTI in Griffith PAD (Planned Area Development District)

<i>GENERAL PLAN</i>	
The property is designated for Employment.	

STREETS	
Roosevelt Drive	
Classification	Collector
Existing half street ROW	35 feet (to monument line)
Standard half street ROW	40 feet (to center line)
Existing half street improvements	None
Standard half street improvements	1.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.
Pierce Street	
Classification	Collector
Existing full street ROW	80 feet
Standard full street ROW	80 feet
Existing Full street improvements	None
Standard Full street improvements	1.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.

103rd Avenue

Classification	Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.

105th Avenue

Classification	Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.

Utilities

15” sanitary sewer runs along Van Buren Street from Avondale Boulevard to 101st Avenue

12” waterline runs along Van Buren Street from 107th Avenue to 105th Avenue and another 12” waterline running north and south along 101st Avenue.

THREE RIVERS COMMERCE PARK

**NEC 105th Avenue and
Van Buren Street**

**General Development Plan and
Program**

79.98-Acre Parcel

**Prepared for
City of Avondale, Arizona**

December 5, 2005

General Development Plan

Development Team

Developer/Applicant:

Three Rivers Commerce Park, LLC

15955 N. Dial Boulevard, Suite 1B

Scottsdale, AZ 85260

Contact: Ken Madden

Planner:

DFD Cornoyer Hedrick

2425 E. Camelback Road, Suite 400

Phoenix, AZ 85016

602-381-4848

Contact: Mike Edwards

Engineer:

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Phoenix, AZ 85016

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Contact: David Hall

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Earl, Curley & Lagarde

3101 N. Central Avenue, Suite 1000

Phoenix, AZ 85012

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Contact: Michael J. Curley

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General Development Plan Narrative

Introduction

The proposed PAD site is intended to be developed as a commerce park for employment uses with a campus feel that incorporates a common landscape, entry feature, and screen wall theme. The site is divided into two Parcels where buildings within each Parcel will share a common architectural theme. The architectural theme may vary from parcel to parcel; however, guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility in development on the entire site. To ensure that the project is developed appropriately, a "Master Site Plan" for each Parcel is required to be reviewed by the Planning Commission and approved by City Council prior to administrative review and approval of "Individual Site Plans" for buildings or uses. The "Master Site Plans" will determine the architectural theme, locations of buildings, parking, circulation, and landscaping for the entire Parcel.

This is a request to rezone 79.98-acres located on the northeast corner of 105th Avenue and Van Buren Street from Agriculture (AG) to Planned Area Development (PAD) to allow employment uses (see Aerial Map, Exhibit A). In accordance with Section 603 of the PAD District, this is a General Development Plan and Program (GDPP). The GDPP identifies the general development theme for the site including: permitted land uses, development standards, design criteria, street cross sections, landscape theme, screen wall theme, and entry monument signage.

The site fronts along Van Buren Street on the south and Roosevelt Street on the north, between 103rd and 105th Avenues. The site is located across Van Buren Street from the Tolleson city limits. The site is located in the middle of a rapidly developing employment / commercial area within the Cities of Avondale and Tolleson. The surrounding properties have the following land uses and zoning (see Existing Zoning, Exhibit B):

- North: Developing automall with 14 dealerships complete or nearly complete. The automall has full perimeter improvements. The automall is zoned PAD (Planned Area Development) in Avondale.
- East: Agricultural uses zoned AG (Agricultural) in Avondale.
- South: Warehousing/distribution employment uses. The warehousing/distribution uses are zoned I-1 (light industrial) and the agricultural uses in the area are zoned I-1 and C-2 (commercial) all in Tolleson.
- West: PAD zoning for Commerce Park and Retail uses on the adjacent 80-acre parcel across 105th Avenue (see Context Plan, Exhibit C). The commerce park currently contains the Universal Technical Institute and Coyote Honda motorcycle dealership.

The site enjoys excellent regional access due to its geographic location to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway 101. The site is approximately 900-feet south of the I-10 Freeway that connects Phoenix to Los Angeles. There are two I-10 freeway interchanges within one mile of the site. A full I-10 Freeway diamond interchange is at 99th Avenue, and a half diamond I-10 Freeway interchange at 107th Avenue. The Agua Fria Freeway 101 is approximately one and one-half miles east of the site and has a full stack interchange with I-10. The Agua Fria Freeway 101 connects I-10 to Interstate-17

by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Agua Fria Freeway 101 greatly expands the site's employment shed and market area in terms of available labor supply, access to major markets, and business linkages.

Arterial and collector streets such as Van Buren Street, 105th Avenue, 103rd Avenue, and Roosevelt Street provide easy local north-south and east-west access to the site. Van Buren Street will be a six lane arterial when fully developed. Roosevelt Street will be a two-lane collector street between the existing automall and the site. Both 103rd and 105th Avenues will be two lane collector streets between Van Buren and Roosevelt Streets only. Public streets adjacent to the PAD site provide excellent access and marketing windows with high visibility to the planned employment users.

General Plan

The General Plan land use map identifies the entire site to be developed with Employment (Business Park and Industrial Uses) (see General Plan Land Use Map, Exhibit D). The General Plan places great importance on the I-10 Freeway Corridor for employment, industrial and retail uses. The Plan indicates that the corridor along the I-10 Freeway is to be developed with more intense uses. The corridor is intended to allow flexibility by allowing different types of employment uses. Employment uses are defined as general-office; enclosed industrial along with retail and commercial uses that support the employment uses.

The Economic Development Element of the General Plan iterates that residents desire a community that offers employment opportunities. The City targeted a 0.5 jobs-to-population ratio to be achieved during the implementation of the General Plan. The proposed PAD rezoning on the subject property within the I-10 Freeway corridor will ultimately yield approximately 3,500 office, light manufacturing and service related jobs (80 acres x 43,560 sq. ft. x 0.40 lot coverage x 2.50 employees + 1,000 sq. ft. per employee = 3,485). This PAD will help achieve the desired 0.5 jobs-to-population ratio identified in the General Plan, and will provide the intense employment development desired along the I-10 Freeway corridor. The proposed PAD is consistent with the adopted General Plan Land Use Map, and adjacent existing land uses including the automall, UTI, Coyote Honda, and Warehouse/Distribution facilities.

PAD Plan

The 79.98 gross acre PAD Plan includes two Parcels. Parcels A and B are both approximately 40 acres in area. Both Parcels can accommodate large to medium single-tenant or multi-tenant buildings (see PAD Plan, Exhibit E). The Parcels have street frontage on all sides. All perimeter landscaping, entrances, and screen walls will follow a common design theme to create an integrated project.

The PAD Plan shows major streets and perimeter landscape improvements, but the exact building locations, architecture, parking fields, internal street circulation and other defining details are not shown because the final users of the PAD site are not yet known.

To ensure some flexibility for the future users, but to also provide assurances on the quality of the development for the City, this PAD requires that a "Master Site Plan" for each Parcel be reviewed by the Planning Commission and approved by the City Council prior to the administrative review and approval of "Individual Site Plans" for buildings or uses within a Parcel. The Master Site Plan will include: internal circulation, signage, building footprints, parking, preliminary water, sewer and drainage analysis, and landscaping for the entire Parcel.

The architectural theme may vary from parcel to parcel; however, guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility among Parcels across the entire site. As a Parcel develops, the Master Site Plan for the undeveloped portions of the Parcel may be updated to reflect needed changes due to change in users or other factors, requiring a Master Site Plan amendment.

A Master Site Plan or a major amendment to a Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Minor amendments to a Master Site Plan may be reviewed and approved by staff administratively. Major amendments shall be any changes that increase traffic, increase building square footage, significantly change building orientation or footprints, have an impact on adjacent uses, or include changes that alter the character of the Master Site Plan including changes to approved building architecture or materials. All other changes are considered minor amendments.

Circulation

The PAD Plan is designed to continue the perimeter and internal collector street system approved for the adjacent commerce park to the west. Perimeter street improvements for each Phase are planned to be completed with the construction of the initial Individual Site Plan. Half-street improvements will be completed along Van Buren Street, Roosevelt Street, 103rd Avenue, 105th Avenue and full street improvements along Pierce Street. Pierce Street continues from the commerce park to the west and allows future connection to the parcel to the east. The right-of-way for streets will be dedicated through a map of dedication or final plat in conjunction with the Master Site Plan approval of each phase.

The need for other internal streets will be dependent on the location and layout of end users. If internal streets are necessary the streets will be public, constructed to City of Avondale local street standards, and provided as part of the Master Site Plans.

Both of the PAD Parcels have public street access on all sides which will provide sufficient opportunities to route traffic to and from the site. Entry drive locations and pedestrian connections will be identified in the Master Site Plans.

The half-width perimeter streets and full-width Pierce Street improvements include: pavement, vertical curbs, gutters, detached sidewalks with 15 to 20-foot landscape tracts adjacent to the rights-of-way. The Van Buren Street cross section identifies a raised median to be completed by others. Pierce Street will be a collector street that provides a 60-foot right-of-way with 44 feet of pavement back-of-curb to back-of-curb with attached sidewalk on each side. Perimeter streets and Pierce Street cross sections are shown in Exhibit F. Depending on end users, thicker pavement sections may be necessary for truck traffic. The pavement thickness will be determined at the time of Master Site Plan approval in accordance with the requirements of the City Engineer.

Landscape Plan

The landscaping will enhance the project and set the tone for a unified development. A Master Landscape Plan for each Parcel will be submitted for review and approval in conjunction with each Master Site Plan. A Landscape Concept Plan is provided as Exhibit G and illustrates a tree lined streetscape for the project as well as a proposed plant list. The Plan provides a 20-foot wide landscape area outside the right-of-way along the frontage of Van Buren Street and Roosevelt Street, and provides a 15-foot wide landscape area outside the right-of-way along the frontages of Pierce Street, 103rd Avenue, and 105th Avenue. Any internal streets will also provide a 15-foot wide landscape area outside the right-of-way along the street frontages.

A street tree theme consisting of a combination of Southern Live Oaks and other canopy trees will create a unifying element to the commerce park. The street trees will alternate between a 24-inch box Southern Live Oak and 15-gallon canopy tree every 20 feet along the landscape frontage with two 36-inch box Date Palms at each Phase's perimeter street intersections as well as at any major entries into the commerce park from Roosevelt, Pierce and Van Buren Streets. The street trees will also continue along any internal streets of the project. The trees along with automatic irrigation will be installed along the perimeter streets of each Phase with initial development of the Phase. Any internal street trees will be installed with each individual site.

The maintenance of the perimeter landscape areas will be the responsibility of the developer/owner unless the project is subdivided at which time Covenants, Conditions and Restrictions (CC&Rs) will be established that form a property owners' association that will be responsible for maintenance. CC&Rs will be provided at the time of final plat review.

The parking lot and screen walls for the project will undulate a minimum of three feet every 150 feet of wall length to create variety and depth along street frontages. The design, materials and colors of the screen walls shall be common throughout the project (see Screen Wall, Exhibit I).

Each individual site's landscaping will reinforce the overall landscaping theme of the project. This will be accomplished through full landscaping of front and side yards including retention basins, foundation plantings and following the landscape palette provided in the PAD.

Permitted Uses

1. Offices for professional, administrative, clerical, financial, medical, sales or other business services with assembly, distribution of parts, supplies or products related to the office or business service.
2. Business class/extended-stay hotel.
3. Medical and dental laboratories, and research and product development laboratories.
4. Commercial, trade, or business schools.
5. Automobile engine repair, body repair, upholstery, painting facilities and similar uses where all service bays shall be completely screened from street view including all roll-

up doors. Work is not to be done outdoors and no dismantled vehicles shall be located outside. These uses shall only be located in the north half of Parcel A to provide complimentary uses to the Automall to the north.

6. Manufacturing or assembly of finished products with distribution of parts, supplies or products related to the business so long as the primary use of the property does not include the basic processing and compounding of raw materials or food products.
7. Retail commercial operations directly related to the primary use, provided it does not exceed 10 percent of the gross floor area of the primary use.
8. Retail sales and service of custom cabinets, custom materials for homes or offices such as countertops/floors/ceilings/walls, custom windows or doors, custom or specialized electronics for home or office, custom furniture for home or office, and custom or specialized parts or equipment for vehicles.
9. Warehousing/storage that is ancillary to a permitted use.

Uses Permitted Subject to a Conditional Use Permit

1. New vehicle sales and leasing in Parcels A only.
2. Athletic clubs, health clubs, gymnasiums, gymnastic clubs.

Prohibited Uses

1. Contractors' yards as a primary use.
2. Mini-storage, dead vehicle storage, RV storage, truck parking or storage.
3. Sexually oriented businesses.
4. Bulk warehousing and distribution where the warehousing and distribution of parts, supplies and products is the exclusive use of the building, and it is the principal business.
5. Outdoor storage.

Development Standards

- The development standards from the Commerce Park (CP) Zoning District identified in Section 4 of the Zoning Ordinance shall apply to all Parcels except as modified by this PAD.
- Prior to construction on each Parcel, a Master Site Plan for the Parcel and an Individual Site Plan for a use shall be approved consistent with this PAD.

- Landscaping in the PAD shall comply with the landscaping requirements identified in Sections 5 and 6 of the Zoning Ordinance except as modified by this PAD. All development in the project shall comply with screening standards identified in Sections 5 and 6 of the Zoning Ordinance and exhibits in this PAD.
- All development shall comply with the parking requirements, schedule and parking space standards identified in Section 8 of the Zoning Ordinance.
- Appropriate street dedications shall be required at the time of Master Site Plan or final plat approvals as applicable.
- Driveway entrances to lots along the frontage of Van Buren Street shall be shared with the adjacent lot when possible to limit the number of curb cuts along Van Buren Street. The lots with Van Buren Street frontage shall provide cross-access easements with adjacent lots. Lots throughout the project shall provide shared access with cross-access easements along all streets where feasible. The final locations of driveways and cross-access easements shall be determined in conjunction with the Master Site Plans and Individual Site Plans.
- Exterior pole mounted lighting shall be consistent throughout the project area and comply with Zoning Ordinance requirements. The typical lighting will be established with the first Master Site Plan and be utilized throughout the project. The lighting shall be fully shielded, directed down, and have a maximum 1-foot candle at the property line.
- In the event where the text of the Zoning Ordinance and the PAD differ, the PAD shall prevail.

Design Criteria

The provisions of this section seek to create an attractive, high quality mixture of architectural styles with emphasis on a mixed-use office and commerce park appearance. The design of each building within the overall development will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. Representative photos of the intended character of the commerce park are included as Exhibit J.

Individual Site Plan Approval

All Individual Site Plans are reviewed and approved administratively. Administrative denials of site plans may be appealed in accordance with the Zoning Ordinance. All projects shall use the following design review guidelines to ensure the quality of the project and building architecture.

Architecture

Buildings within the PAD shall be consistent with the following architectural elements:

- For all buildings at least three of these elements shall repeat horizontally. Buildings with facades greater than 100 feet in length shall include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:
 - Color change. Recognizable, but not strongly contrasting.
 - Texture change.
 - Material change.
 - Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
 - Wall plane projections or recesses.
- Variations in rooflines or parapets shall be used to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.
- Service and exit doors shall be integrated into the architecture of the elevations.
- Reduction of building mass shall be achieved by using a combination of the following techniques:
 - Variation in the rooflines and form.
 - Use of ground level arcades and covered areas.
 - Use of protected and recessed entries.
 - Use of vertical elements on or in front of expansive blank walls.
 - Use of pronounced wall plane offsets and projections.
 - Use of focal points and vertical accents.
 - Inclusion of windows on elevations facing streets and pedestrian areas.
 - Retaining a clear distinction between roof, body and base of a building.
- Roof lines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PAD. Building design shall complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.
- All buildings shall have clearly defined customer entrances incorporating elements such as:
 - Canopies or porticos.
 - Overhangs.
 - Recesses/projections.
 - Arcades.
 - Raised corniced parapets over the door.
 - Peaked roof forms.
 - Arches.
 - Entrance framed by outdoor pedestrian features or enhanced landscaping.
 - Architectural details such as tile work and moldings integrated into the building structure to frame the entryway.
- Service entries, site-mounted equipment, trash containers and other ancillary structures shall be screened from view, both from adjacent properties and surrounding streets.

- All buildings shall be designed, constructed so that all four sides of a building shall receive consistent architectural treatment.
- Any accessory buildings, enclosures, carports, covered parking structures and equipment, whether attached or detached from the principal building shall be of similar compatible design and materials as the principal building.
- The design of service and loading areas shall be designed as an integral part of the building architecture.
- Any roof access ladders shall be located inside the building.
- All roof drainage shall be internal.

Building Materials

Buildings within the PAD shall be consistent with the following building materials:

- Primary buildings materials shall include: common clay brick; poured in place, tilt-up or pre-cast concrete provided that surfaces include scoring, texture or have a painted finish; textured concrete or panels; stucco or EIFS (exterior insulated finish systems) type systems provided that finishes must be smooth or sand finish; integrally colored concrete block with smooth face and/or split-face block units; or other similar materials.
- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the design such as: additional color and texture, bays, windows, notched parapets, canopies, reveals, building wall undulation, corner windows, additional materials etc.
- Accent materials shall include: granite, marble, natural stone, block, brick, ceramic tile, treated wood or other similar materials.
- Roofs may be flat with parapet walls, sloped with concrete tile, standing metal seam, or equivalent architectural materials.

Color Palette

- A detailed color and materials palette will be reviewed and approved with each Individual Site Plan.
- Colors and materials should be used to create visual harmony within the PAD. The approved colors are as follows:
 - Primary building colors shall be desert hues and other "earth tones" muted shades of blues, greens and reds found in the natural desert, and colors appearing in natural stone.
 - Accent colors on buildings shall complement the primary building colors and include combinations of desert hues, earth tones, muted shades of greens, reds and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents on buildings as approved in the Individual Site Plan review process.

Prohibited Materials and Color Palette

- Wood, except for limited amounts of trim.
- Corrugated metal and pre-engineered metal-sided buildings.
- Bright colors such as orange, red, blue, green, yellow, purple and similar colors, as a primary color on a building.
- Spanish or mission-type barrel roof tile.

Signage

Signage for the PAD should be designed to enhance the identity of the overall development and the individual businesses within. A Master Sign Package shall be submitted for review and approval with the Master Site Plan for each Phase.

- Freestanding Monuments:
 - One freestanding monument along each Van Buren Street and Roosevelt Street shall be provided for commerce park identification only. A conceptual entry monument is provided in Exhibit I. The location of the monuments will be determined at the time of Master Site Plan/Master Sign Package approval. Monument signage shall be maintained by the developer/owner or property owners' association if the project is subdivided.
 - Monuments shall not exceed six feet in height and 30 feet in width with a maximum sign area of 25 square feet.
 - Sign materials and colors shall be consistent with the exterior architecture of the buildings. Lettering shall be raised metal.
 - No other freestanding signage shall be allowed in the commerce park.
- Building Signage:
 - Signage shall be systematically located and styled to support the architectural design.
 - Single-tenant building signage:
 - One square foot of signage for each linear foot of street frontage up to a maximum 50 square feet of signage on each street frontage not to exceed a total of 100 square feet of building signage shall be allowed.
 - Sign placement shall occur below the edge of the roof.
 - Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.
 - Multi-tenant building signage:

- One square foot of signage for each linear foot of the suites street frontage with a maximum of 25 square feet of signage per suite shall be allowed.
- Sign placement shall occur below the edge of the roof.
- Signs will be mounted above each respective suite, placed consistently along the building face, and located on the upper part of the exterior wall within a dedicated sign band.
- Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.

Grading and Drainage

The PAD site slopes from northeast to southwest. On-site retention basins will be designed and constructed as part of the development of each user as approved in the Individual Site Plans.

Public Utilities and Services

The following identifies the providers of utilities and public services:

Sewer	City of Avondale
Water.....	City of Avondale
Electricity	Salt River Project (SRP)
Telephone.....	Qwest Communications
Cable TV.....	Cox Communications
Gas	Southwest Gas Company
Refuse.....	City of Avondale or Private
Fire and Emergency.....	City of Avondale
Police	City of Avondale

Water The site is served water with an existing 16-inch water line in 107th Avenue and extended along Roosevelt Street through the Griffith Commerce Park development to the west. Additional water lines will be constructed to serve individual lots as determined in the Master Site Plans. These water lines will be installed in the perimeter and interior streets. The Van Buren Street water line will be 16-inch. The 103rd Avenue water line will be 12-inch. The water lines in the interior streets will be 8-inch.

Sewer The site is served sewer with an existing 15-inch sewer line in Van Buren Street, 107th Avenue and Roosevelt Street. An additional sewer stub is located in Pierce Street and

will be utilized as appropriate. Additional 8-inch sewer lines and stubs will be constructed to serve individual lots as determined in the Master Site Plans. Sewer manholes will be placed every 400-feet and an 8-inch stub will be extended to adjacent properties from the manholes.

The average daily sewer flows can be estimated based on the City of Avondale Engineering Design Standards Book. The exact sewer flows will not be known until Master Site Plans for the Parcels are complete. Commerce park land uses will generate approximately 1,000 gallons per acre per day. Commercial land uses will generate 3,000 gallons per acre per day. The estimated wastewater flow will be approximately 148,370 gallons per day.

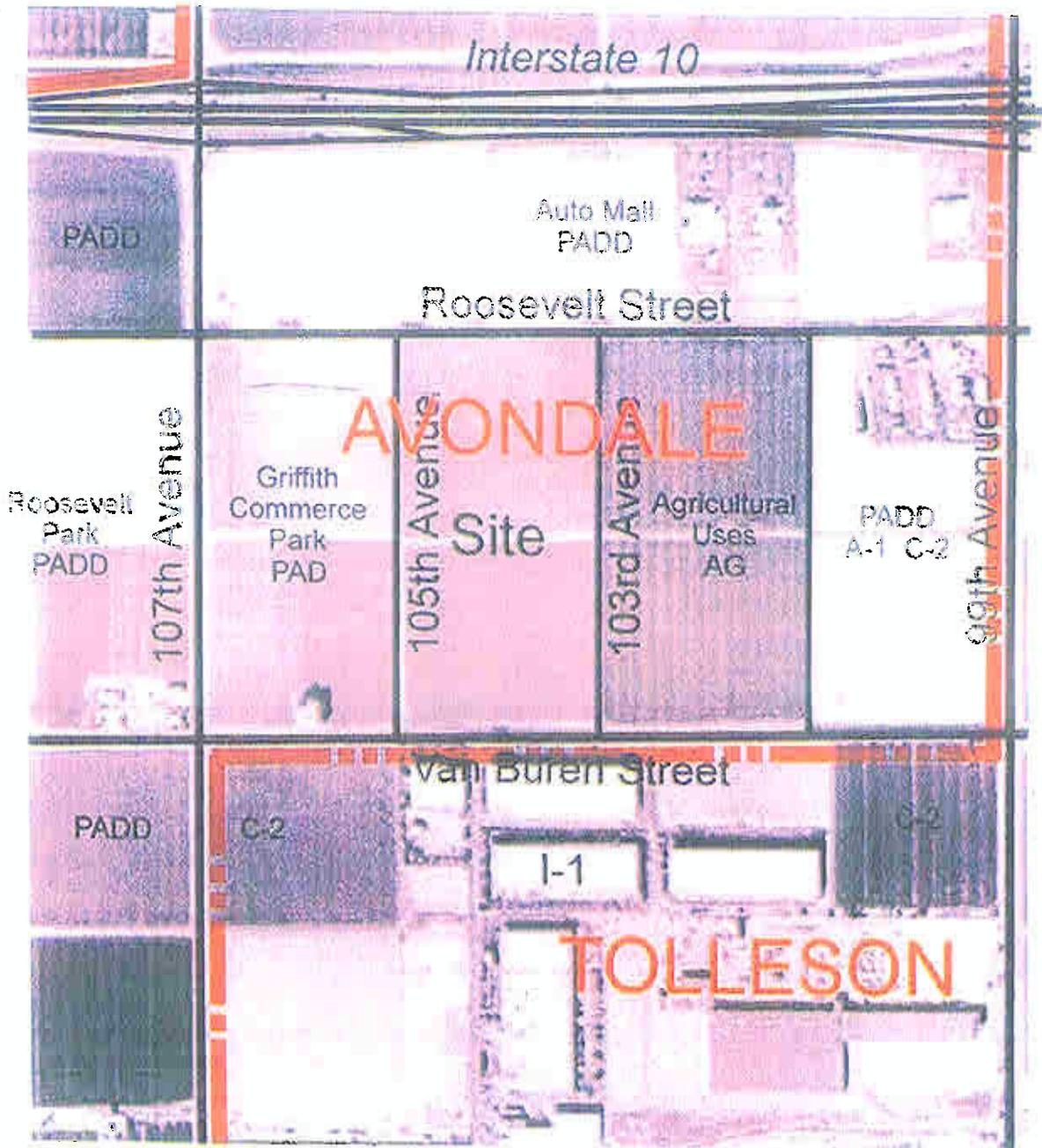
Fire Hydrants The hydrants will be installed at 300-foot intervals on the site's interior and at 1,000-foot intervals on Van Buren Street. Additional fire hydrants and water lines may be required for individual lots depending on the Master Site Plans. Domestic and fire flow requirements can not be calculated without specific Master Site Plans, however it appears that the City's infrastructure can deliver the water required to adequately serve development on the site.

Phasing

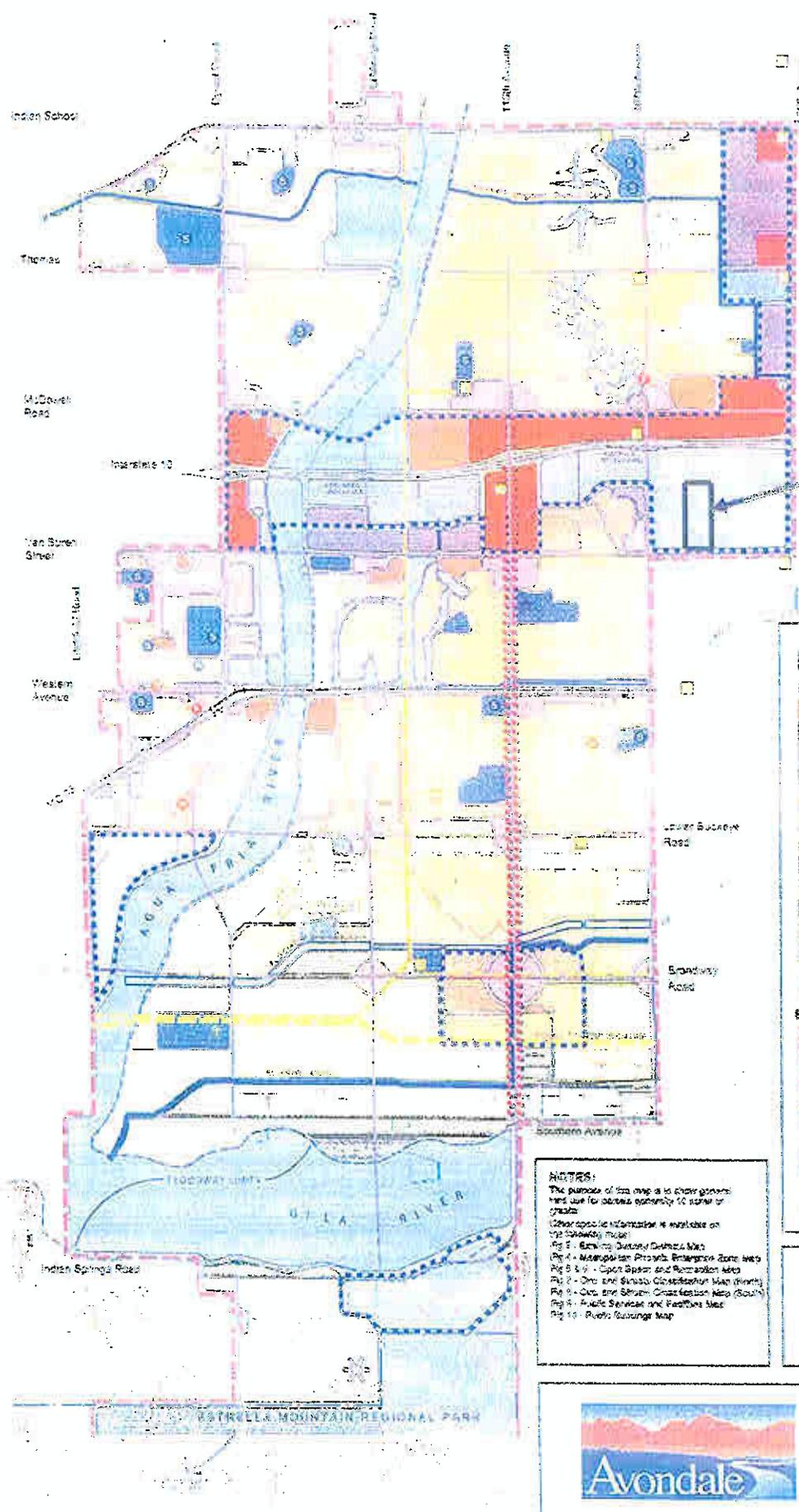
The PAD proposes two Parcels. The following adjacent street improvements are required when each Parcel is developed:

- Development of Parcel A shall include:
 - South half of Roosevelt Street.
 - West half of 103rd Avenue and east half of 105th Avenues between Roosevelt Street and Pierce Street.
 - North half of Pierce Street.
- Development of Parcel B shall include:
 - North half of Van Buren Street.
 - West half of 103rd Avenue and east half of 105th Avenues between Pierce Street and Van Buren Street.
 - South half of Pierce Street.
- The project will be master planned in two phases though construction within each phase will be dependent on Individual Site Plans. Once construction begins in a phase, all of the perimeter streets will be installed in conjunction with the construction of the first Individual Site Plan. Internal streets will be indicated on the Master Site Plan of each Phase and the necessary street improvements to adequately serve each Individual Site Plan will be installed in conjunction with the site construction. The chronology of the Phases and Individual Site Plans depends on market conditions. Parcels can be subdivided, however the phasing remains the same. The Parcels can be combined and a Master Site Plan is required for the combined Parcels.
- Prior to administrative approval of an Individual Site Plan, a Master Site Plan must be reviewed by the Planning Commission and approved by City Council for the particular Parcel that the Individual Site Plan is located.

Proposed 80 Acre PAD



Aerial Map



LEGEND

LAND USE

- FREEWAY COMMERCIAL**
Rapid Road, up to 400 ft wide
- COMMERCIAL**
Development and Commercial Retail Center
- OFFICE USE**
Executive, Downtown Office Center
- EMPLOYMENT**
Downtown Office Center
- MULTI-FAMILY RESIDENTIAL**
10 to 20 units per acre
- HIGH DENSITY RESIDENTIAL**
10 to 20 units per acre
- MEDIUM HIGH DENSITY RESIDENTIAL**
10 to 20 units per acre
- MEDIUM DENSITY RESIDENTIAL**
10 to 20 units per acre
- LOW DENSITY RESIDENTIAL**
10 to 20 units per acre
- RURAL LOW DENSITY RESIDENTIAL**
5 to 10 units per acre
- OPEN SPACE**
- PUBLIC FACILITIES**

The above symbols are for reference only. Actual symbols used on the map are subject to change and are subject to the Land Use Designation Map and the General Plan.

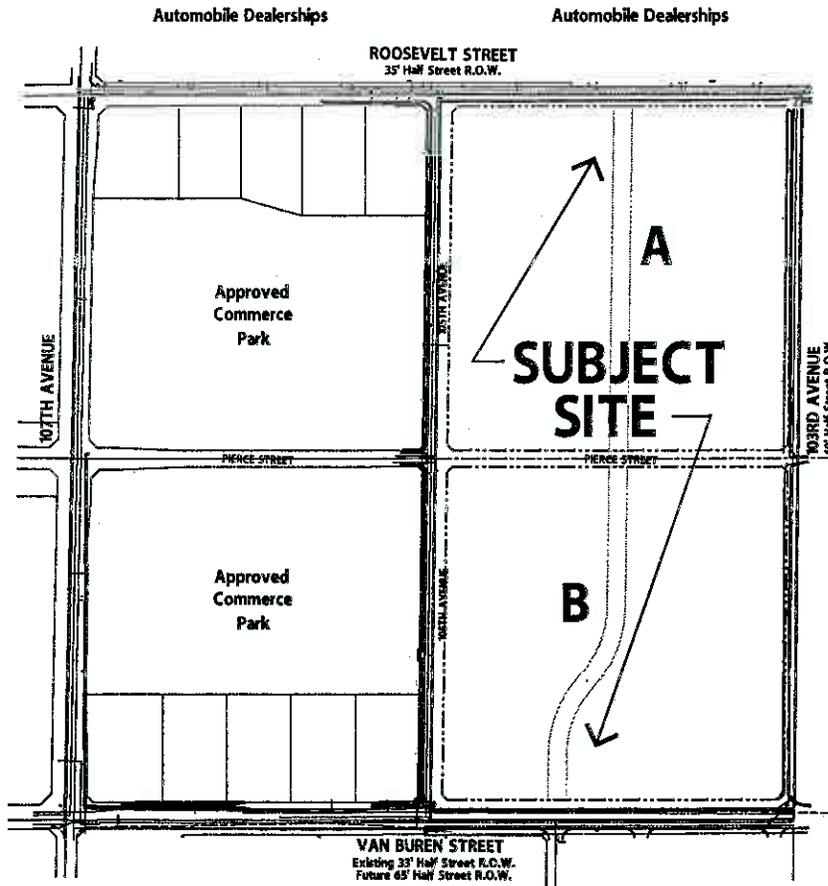
SYMBOLS

- GROWTH AREA**
- COMMERCIAL & EMPLOYMENT CORRIDOR**
- POTENTIAL RESORT**
- School
- Library
- Police Station
- Fire Station
- Municipal Office & Storage Facilities
- Future City Hall location
- Waste Water Treatment Plant
- SRP Sub-Station
- SRP Wells
- Avondale Well Sites
- In-Service
- Out-of-Service

NOTES:
 The purpose of this map is to show general land use for access opportunity to some or parts of the city.
 General information is available on the following maps:
 Fig. 1 - Existing Utility District Map
 Fig. 2 - Municipal Property, Enterprise Zone Map
 Fig. 3 & 4 - Open Space and Recreation Area
 Fig. 5 - One and Two Family Residential Map (Single)
 Fig. 6 - One and Two Family Residential Map (Multi)
 Fig. 7 - Public Services and Facilities Map
 Fig. 8 - Public Services and Facilities Map
 Fig. 9 - Public Services and Facilities Map

COURTESY: AECOM

CONTOUR INTERVAL: 100'



City of Tolleson
 I-1 & C-2 Undeveloped
 Unsubdivided

Prepared By:
 DFDCornoyerHedrick
 2425 E. Camelback Road #400
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 Contact: Mike Edwards

Context Plan

Date: 12.2.05

0' 100' 200' 300' 400'

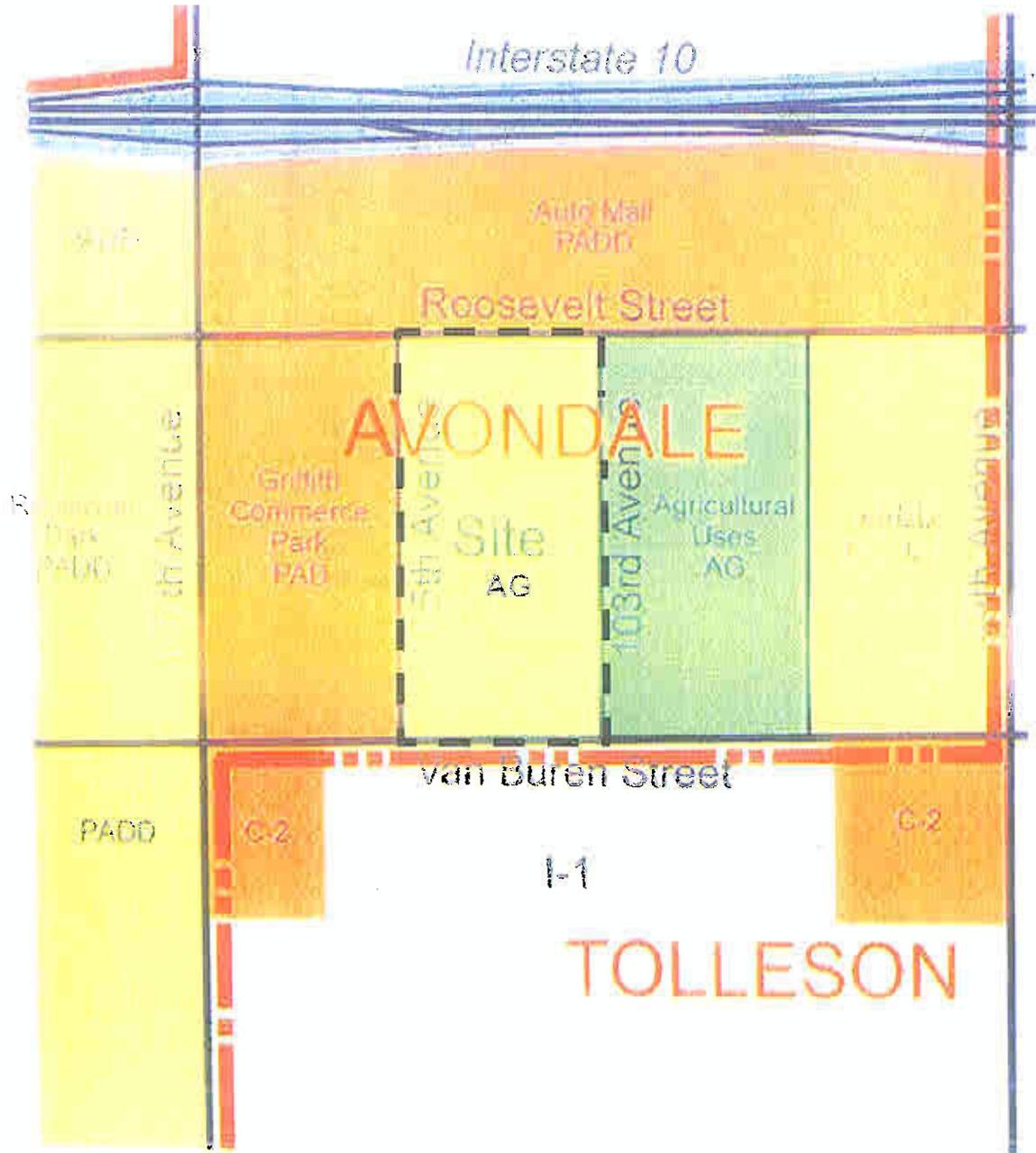
Three Rivers Commerce Park
 Avondale, Arizona

SHILOH
 DEVELOPMENT

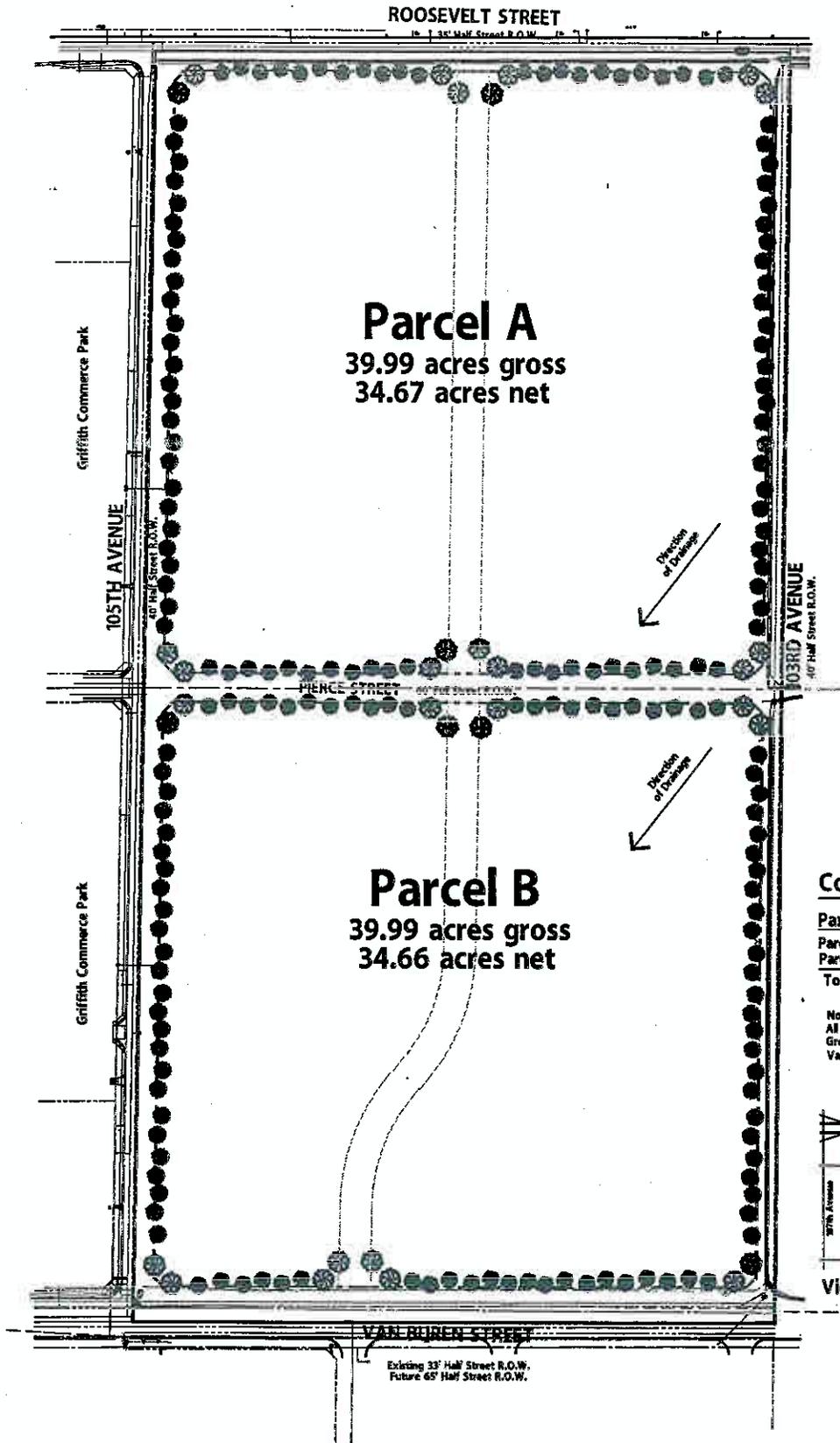
architects
 interior architecture
 space planning
 facilities management
 land planning
 landscape architecture
 graphic design

CS17
 11AUG05

Proposed 80 Acre PAD



Existing Zoning



Conceptual Plan Data:

Parcel/Phase:	Gross Acres:	Net Acres:
Parcel A	39.99	34.67
Parcel B	39.99	34.66
Totals:	79.98	69.33

Note:
All Calculations are Approximate.
Gross Acres Includes Existing
Van Buren St. 33' R.O.W.



Vicinity Map

Conceptual PAD Plan

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Contact: Mike Edwards

Date: 12.2.05

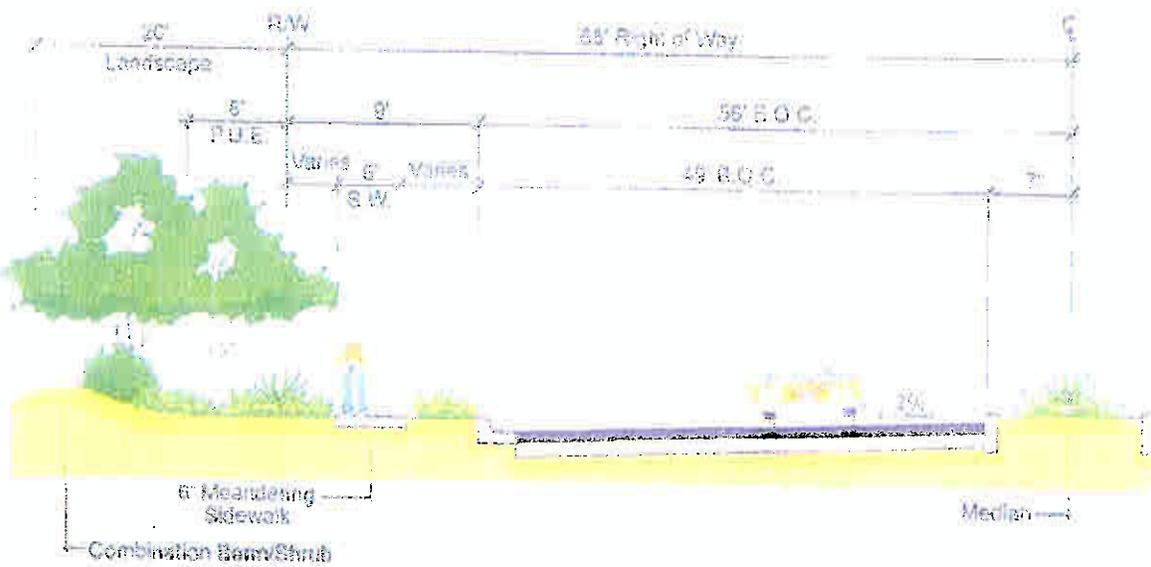


architectural
interior architecture
park planning
facility management
land planning
landscape architecture
graphic design

Three Rivers Commerce Park
Avondale, Arizona

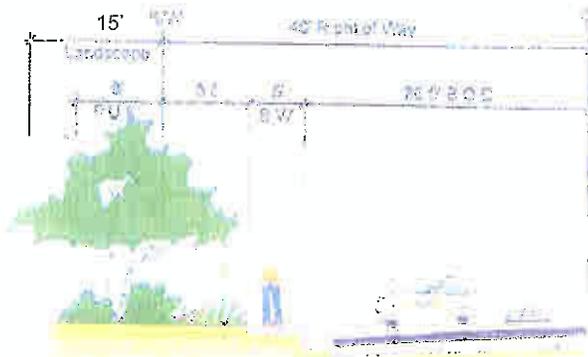
SHILOH
DEVELOPMENT

0517
11/18/05



Typical Section: Van Buren Street

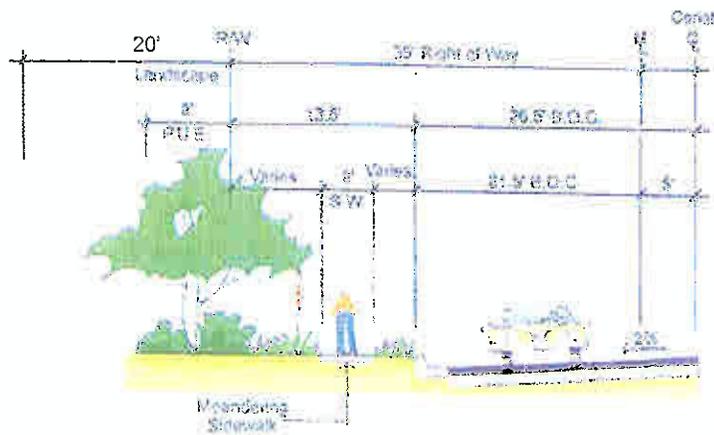
Note: Trees to be located outside of the PUE per Engineering Department's request



Typical Section: 105th & 103rd Avenues

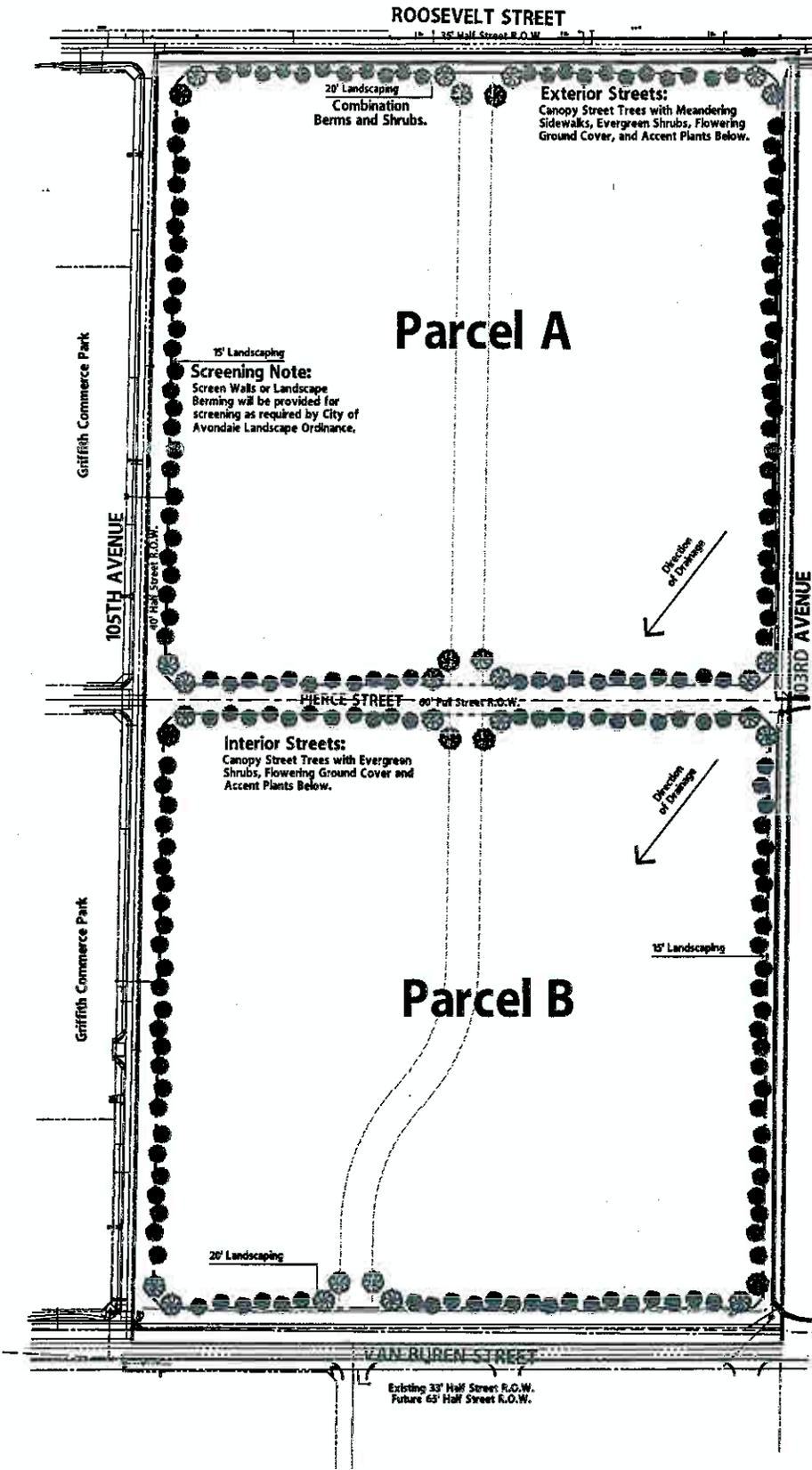


Typical Section: Pierce Street



Typical Section: Roosevelt Street Looking West

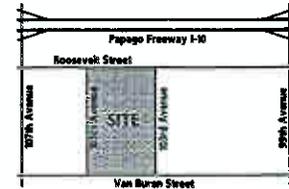
Note: Trees to be located outside of the PUEs per Engineering Department's request



Proposed Plant Materials List:

- | | |
|----------------------|-----------------------|
| Canopy Trees: | Palm Trees: |
| Acacia | Date Palms |
| Southern Live Oak | |
| Sissoo Tree | |
| Mesquite | |
| Shrubs: | Ground Covers: |
| Bougainvillea | Trailing Acacia |
| Bird of Paradise | Dwarf Coyote Bush |
| Fairy Duster | Ground Morning Glory |
| Cassia | Trailing Lantana |
| Texas Ranger | |
| Deer Grass | |
| Dwarf Oleander | |
| Ruellia | |
| Accents: | Lawns: |
| Agave | Santa Anna |
| Aloe | Rye Overseed (winter) |
| Desert Marigold | |
| Desert Spoon | |
| Red Yucca | |
| Penstemon | |

Note: No Lawn to be installed in R.O.W.
Internal streets will have 15' landscape frontage.



Vicinity Map

Landscape Concept Plan

Prepared By:
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Phoenix, Az. 86016
(602)381-4848
Contact: Mike Edwards

Date: 12.2.05



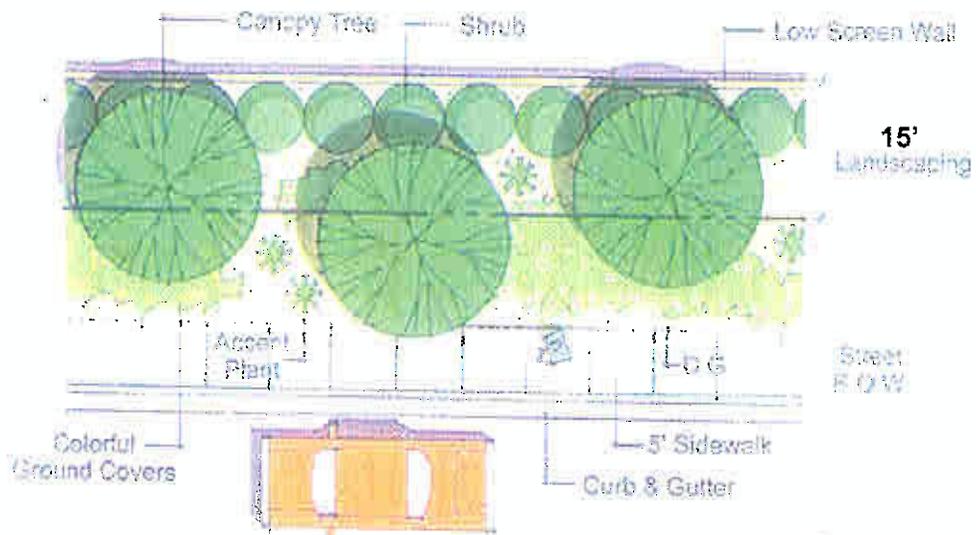
Three Rivers Commerce Park
Avondale, Arizona

SHILOH
DEVELOPMENT

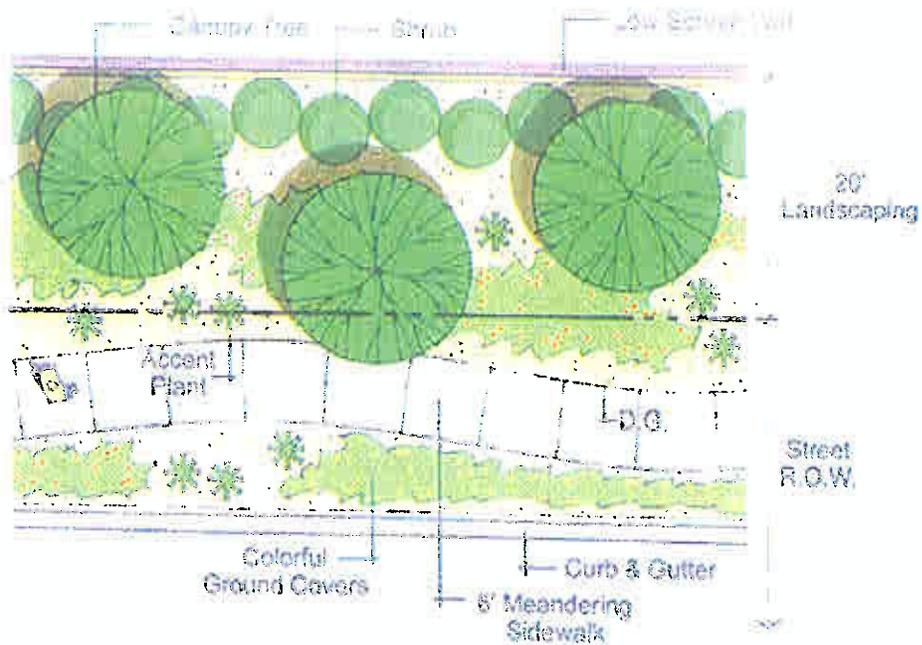
0517
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0' 10' 20' 30' 40'

All dimensions are approximate and subject to change.

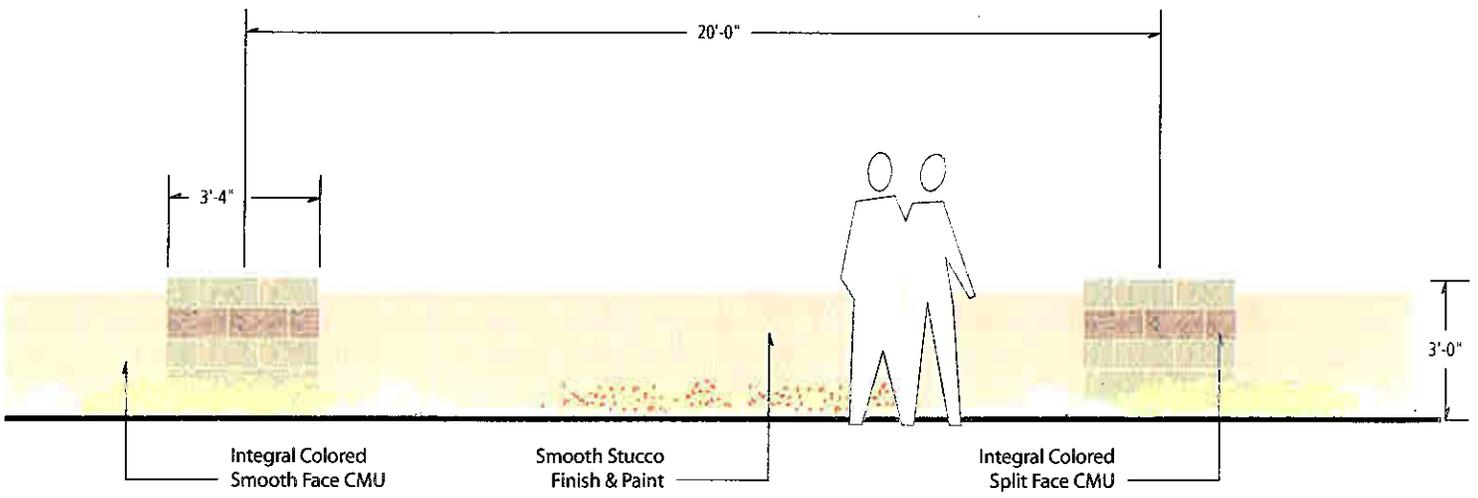


Typical 15' Landscape Tract
105th Ave., 103rd Ave., **Pierce**

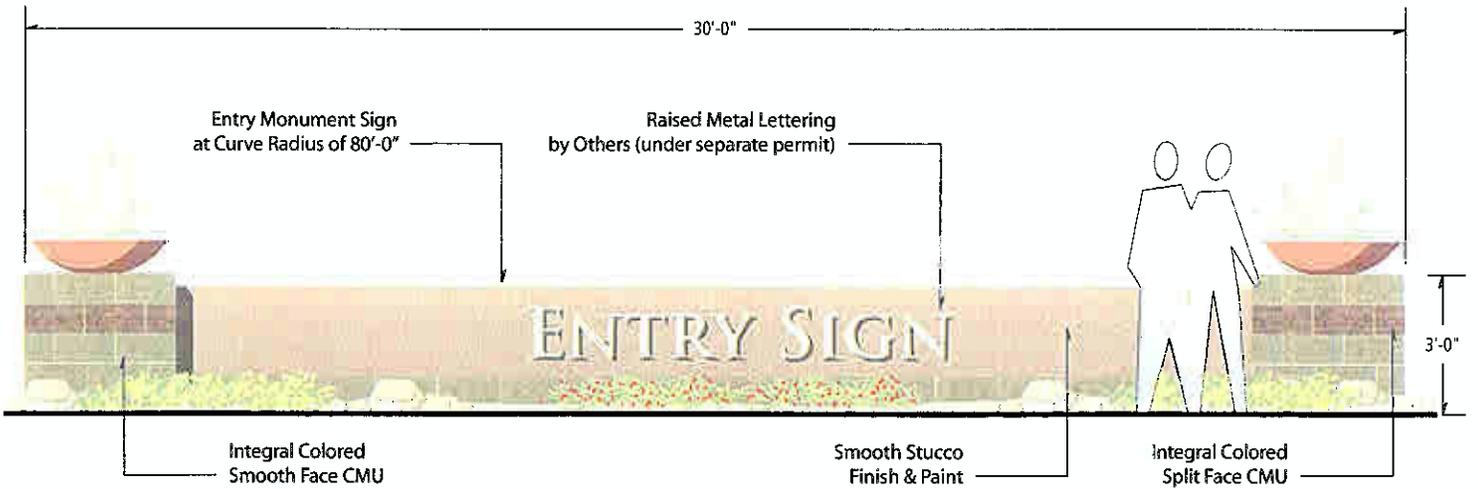


Typical 20' Landscape Tract
Van Buren Street
Roosevelt Street

Note: Trees to be located outside of the PUEs per Engineering Department's request

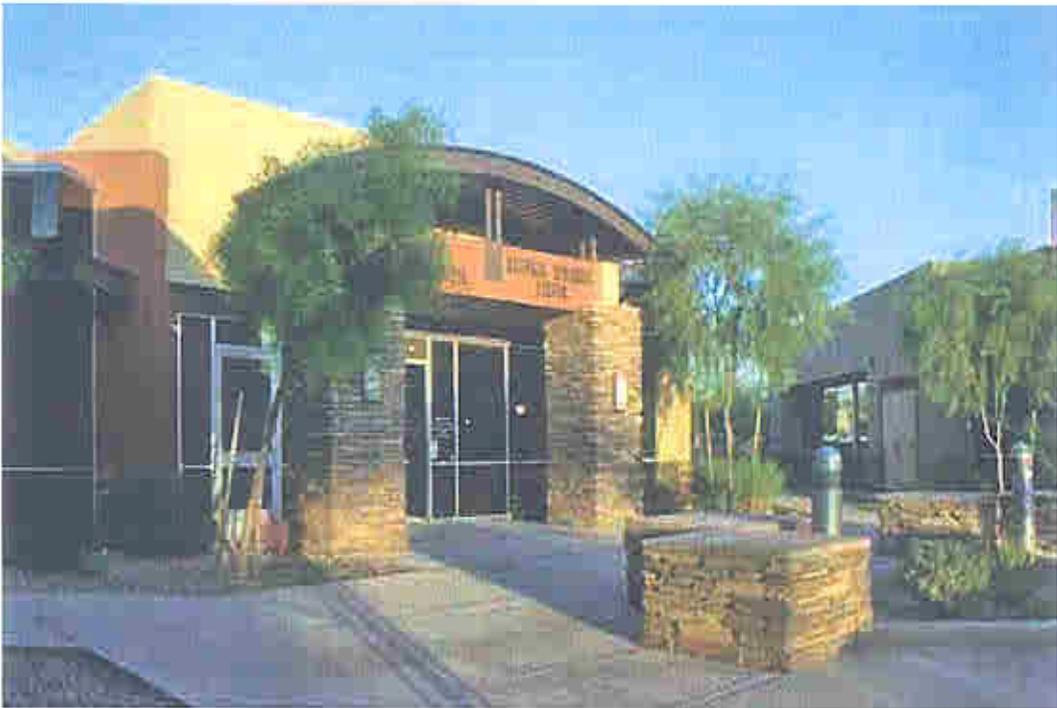


3' SCREEN WALL



ENTRY MONUMENT WALL

<p>DFD ConroyHedrick</p> <p>© 2005 DFD ConroyHedrick</p>	<p>DESCRIPTION Entry Monument Sign Concept</p>	<p>SCALE 1/4"=1' PROJECT Avondale Office NUMBER TBD DATE 12.4.2005 REVISED</p>	<p>DRAWING NO. GD 101</p>
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Office Suites



Office Suites



Corporate Center



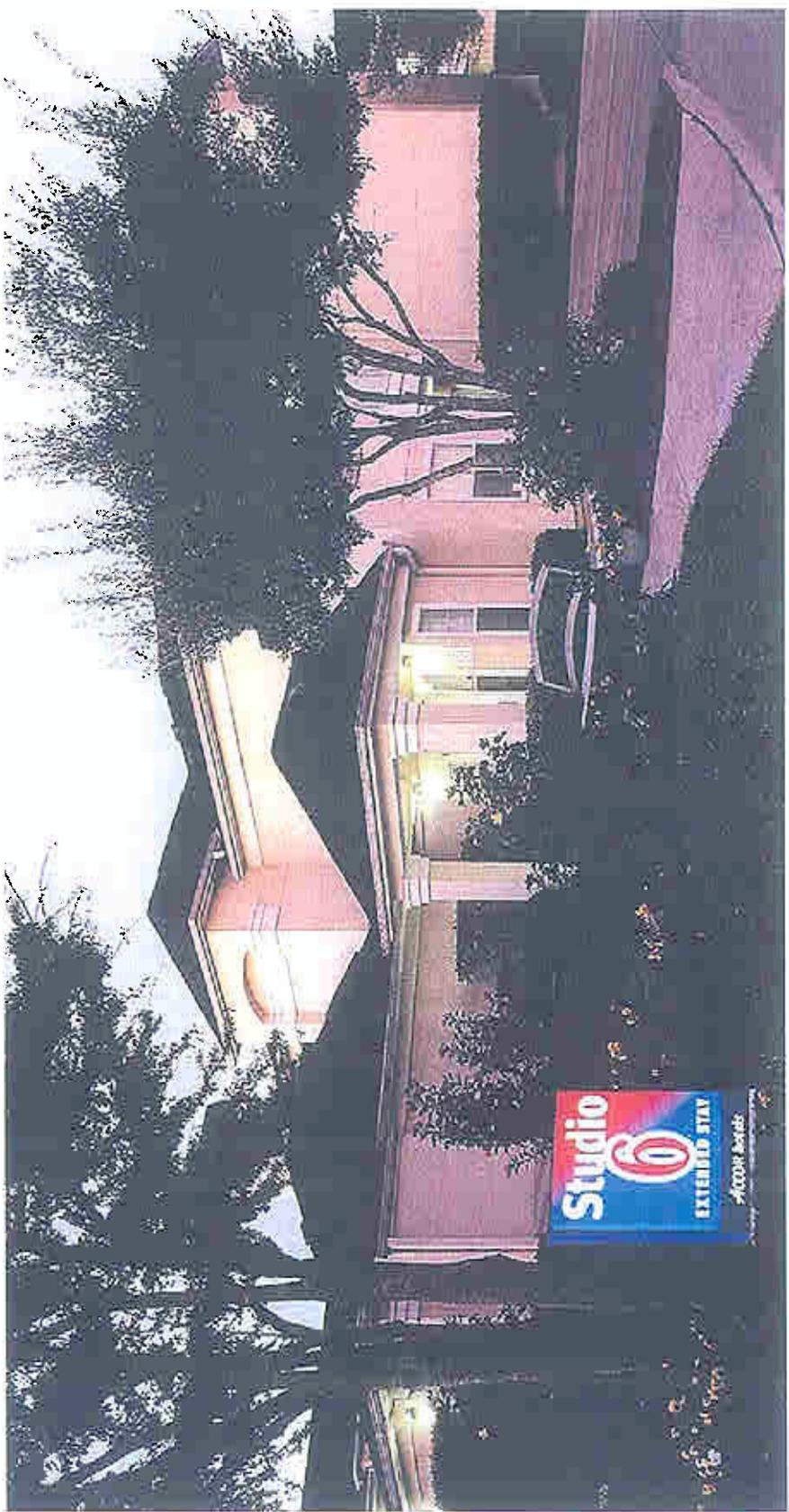
Commerce Park



Commerce Park



Retail Commercial



Hotel

ORDINANCE NO. 1165-106

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF VAN BUREN STREET AND 103RD AVENUE AS SHOWN IN FILENAME A-03-622, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment to be held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, December 15, 2005, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on January 17, 2006.

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

SECTION 1. That \pm 80 acres of certain real property generally located at the northwest corner of Van Buren Street and 103rd Avenue as shown in filename A-03-622 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in conformance with the Three Rivers Commerce Center General Development Plan date stamped December 5, 2005 except as modified by these stipulations.
2. In accordance with Section 607.A of the Zoning Ordinance, development of the first development unit shall commence within two (2) years of the date upon which the PAD zoning is approved.

3. Access to all parcels shall be provided by interior local streets only as determined at the time of master site plan approval. No parcels or individual lots shall be allowed direct access to Roosevelt Street, Van Buren Street, 103rd Avenue, or 105th Avenue.
4. Perimeter walls shall be installed adjacent to all streets. The design of all perimeter walls shall match Exhibit I. All interior screen walls shall match the architecture of the building.
5. All signage shall comply with the City of Avondale Sign Ordinance with the following exceptions:
 - a. Entry monuments that identify the commerce park shall be permitted per the General Development Plan and Program and these stipulations.
 - b. Each parcel shall have no more than one freestanding sign. The location of the signs shall be limited to the interior street.
 - c. The provisions of Section 909.C.6 concerning a freeway pylon sign shall not apply.
 - d. Sign fields for all wall signs shall be determined at time of final site plan approval. In addition, the sign cannot exceed 80% of the length or 70% of the height of the sign field.
 - e. Exposed raceways shall not be permitted.
 - f. Commerce park identification signs shall be provided at the intersections of all streets and the entrances into the park as determined at time of master site plan approval.
6. Automobile related uses shall only be permitted as part of a master planned automobile center with a maximum size of ten acres adjacent to Roosevelt Street.
7. All vehicle sales and leasing type uses shall be prohibited.
8. Prior to division of the property, a property owner's association shall be formed and funded for the maintenance of perimeter walls, landscaping, common open space areas, and center monument signage. A property owner's association will be formed with covenants, conditions and restrictions (CC&Rs) outlining responsibilities for maintenance of common tracts and regulations for consistency and maintenance of the project, including but not limited to landscaping, screen walls and individual signage prior to issuance of a building permit on any portion of Parcels A or B.
9. The landscaping for 103rd Avenue shall include the street tree theme.
10. Pedestrian refuge areas with a minimum of 100 square feet shall be provided for each individual lot. Each pedestrian refuge area shall include seating, landscaping and shade.
11. The developer shall provide a traffic study at the time of master site plan approval. The study shall include analysis for future traffic signals.
12. The developer shall be responsible for their proportionate share of the cost of the design and construction of any traffic signals as determined at the time of master site plan approval.
13. Street improvements shall be required as follows as determined by the City Engineer:

Street	Right-of-way Required	Street Improvements
Van Buren Street	65' half street	3.5 travel lanes, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
103rd Avenue	40' half street	1.5 travel lanes, curb and gutter, attached sidewalks, street lights and landscaping
Roosevelt Street	35' half street	1.5 travel lanes, curb and gutter, detached sidewalks, street lights and landscaping.
105th Avenue	40' half street	1.5 travel lanes, bike lane, curb and gutter, attached sidewalks, street lights and landscaping
Pierce Street	80' full street	2 travel lanes, median, curb and gutter, attached sidewalks, street lights and landscaping
Internal Local Streets	60' full street	1 travel lane, curb and gutter, detached sidewalks, street lights and landscaping.

14. Street improvements adjacent to Parcel A shall include the full length of the south half of Roosevelt Street, the full length of the east half of 105th Avenue, the full length of the west half of 103rd Avenue and the full width of Pierce Street. The improvements for all street segments adjacent to Parcel A shall include pavement, curb and gutter and streetlights. Landscaping and sidewalks shall be installed as determined at time of master site plan approval.
15. Street improvements adjacent to Parcel B shall include the full length of the north half of Van Buren Street, the full length of the east half of 105th Avenue, the full length of the west half of 103rd Avenue and the full width of Pierce Street. The improvements for all street segments adjacent to Parcel A shall include pavement, curb and gutter and streetlights. Landscaping and sidewalks shall be installed as determined at time of master site plan approval.
16. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to division of the property.

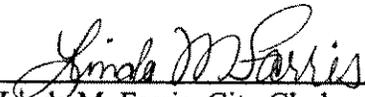
SECTION 2. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

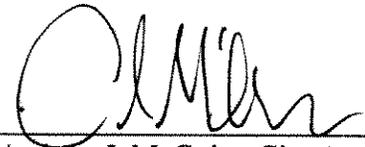
PASSED AND ADOPTED by the Council of the City of Avondale, January 17, 2006.


Marie Lopez-Rogers, Mayor

ATTEST:


Linda M. Farris, City Clerk

APPROVED:


Andrew J. McGuire, City Attorney

The Three Rivers North PAD Amendment Narrative

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Introduction

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The Three Rivers PAD site is being developed as a commerce park for employment uses with a campus feel that incorporates a common landscape, entry feature, and screen wall theme. The site is divided into two Parcels: the south half owned by Maricopa County and planned for the County's west courts facility and the north half remaining in private ownership and now planned for a broader mix of commerce park/employment uses. This PAD amendment on the 40 acre North Parcel is being requested to expand the mix of uses allowed with additional employment-related and limited retail uses and to provide additional flexibility in development standards to maximize the site's potential for implementing community goals for the Freeway Corridor.

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Deleted: where buildings within each Parcel will share a common architectural theme.

The North Parcel will continue to feature buildings sharing a common architectural theme. The architectural theme may vary from parcel to parcel; however, guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility in development on the entire site. To ensure that the project is developed appropriately, a "Master Site Plan" for each Parcel is required to be reviewed by the Planning Commission and approved by City Council prior to administrative review and approval of "Individual Site Plans" for buildings or uses. The "Master Site Plans" will determine the architectural theme, locations of buildings, parking, circulation, and landscaping for the entire Parcel.

In accordance with Section 603 of the PAD District, this is a General Development Plan and Program (GDPP). The GDPP identifies the general development theme for the site including: permitted land uses, development standards, design criteria, street cross sections, landscape theme, screen wall theme, and entry monument signage. To better communicate the overall now more specific planning direction for the North Parcel and the proposed expanded mix of uses, a Conceptual Master Site Plan is being included with this PAD amendment submittal.

Deleted: This is a request to rezone 79.98-acres located on the northeast corner of 105th Avenue and Van Buren Street from Agriculture (AG) to Planned Area Development (PAD) to allow employment uses (see Aerial Map, Exhibit A).

The overall Three Rivers PAD site fronts along Van Buren Street on the south and Roosevelt Street on the north, between 103rd and 105th Avenues. The site is located across Van Buren Street from the Tolleson city limits. The site is located in the middle of a rapidly developing employment / commercial area within the Cities of Avondale and Tolleson. The surrounding properties have the following land uses and zoning (see Existing Zoning, Exhibit B):

North: Developing automall with 14 dealerships complete or nearly complete. The automall has full perimeter improvements. The automall is zoned PAD (Planned Area Development) in Avondale.

East: ~~Across 103rd Avenue, vacant undeveloped land zoned PAD for Commerce Park employment-related uses in Avondale.~~

Deleted: Agricultural uses zoned AG (Agricultural) in Avondale.

South: Warehousing/distribution employment uses. The warehousing/distribution uses are zoned I-1 (light industrial) and the agricultural uses in the area are zoned I-1 and C-2 (commercial) all in Tolleson.

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West: PAD zoning for Commerce Park and Retail uses on the adjacent 80-acre parcel across 105th Avenue (see Context Plan, Exhibit C). The commerce park currently contains the Universal Technical Institute and Coyote Honda motorcycle dealership.

The site enjoys excellent regional access due to its geographic location to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway 101. The site is approximately 900-feet south of the I-10 Freeway that connects Phoenix to Los Angeles. There are two I-10 freeway interchanges within one mile of the site. A full I-10 Freeway diamond interchange is at 99th Avenue, and a half diamond I-10 Freeway interchange at 107th Avenue. The Agua Fria Freeway 101 is approximately one and one-half miles east of the site and has a full stack interchange with I-10. The Agua Fria Freeway 101 connects I-10 to Interstate-17 by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Agua Fria Freeway 101 greatly expands the site's employment shed and market area in terms of available labor supply, access to major markets, and business linkages.

Arterial and collector streets such as Van Buren Street, 105th Avenue, 103rd Avenue, and Roosevelt Street provide easy local north-south and east-west access to the site. Van Buren Street will be a six lane arterial when fully developed. Roosevelt Street will be a two-lane collector street between the existing automall and the site. Both 103rd and 105th Avenues will be two lane collector streets between Van Buren and Roosevelt Streets only. Public streets adjacent to the PAD site provide excellent access and marketing windows with high visibility to the planned employment users.

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Request

This is a request to amend the PAD land use and development standards for the 40 acre Three Rivers North Parcel only, which is bounded on the north by Roosevelt Street, on the south by Pierce Street, on the east by 103rd Avenue, and on the west by 105th Avenue (see Aerial Map, Exhibit A). The amendment is intended to provide the flexibility in both uses and development standards necessary to implement the proposed Conceptual Master Site Plan on the 40 acre North Parcel now that the 40 acre South Parcel has been acquired by the County for a courts facility. With this use established on the South Parcel, the development on the North Parcel is planned to become a more compact employment-oriented complex with an expanded mix of uses

to meet both market demand and Freeway Corridor goals, including the express intent to utilize the full potential of development sites within the corridor.

The PAD amendment would allow development on the North Parcel to take advantage of the Freeway Corridor Specific Plan amendment allowing increased height based upon satisfaction of specified criteria. The criteria are included within the amended PAD to provide the option of meeting any of the required four (4) criteria. Throughout the narrative, potential criteria that could be selected for use on a particular development parcel with buildings identified for greater height are also discussed. The amendment would also take advantage of the recent Zoning Ordinance amendment adding flexibility in Employment District uses, including the inclusion of support retail services and other permitted retail uses. The PAD amendment proposes implementing the increased height option now allowed under the Freeway Corridor Specific Plan, providing a limited amount of highly restricted outdoor storage as an accessory use on one development parcel within the PAD, and bringing the North Parcel into compliance with Avondale's current design guidelines adopted after the original PAD approval. No amendment is being requested for the 40 acre South Parcel.

The North Parcel is in an area identified for increased heights according to the Freeway Corridor Specific Plan. Taller buildings within this parcel will have freeway visibility because of the low-scale automobile dealerships north of Roosevelt. The added height and freeway visibility is intended to attract corporate users and other high quality office tenants, as well as a hotel user. In addition to identifying an area within the PAD for limited accessory outdoor storage use, the Conceptual Master Site Plan also depicts a complex of four (4) larger office buildings that could integrate some limited ground floor retail uses with three (3) floors of office above. One parcel has also been identified for a potential hotel use, which may require additional height as well. The amendment identifies several potential criteria that could be met to achieve greater height for the larger office building complex and potentially for the hotel. Added height for both of these proposed uses is consistent with the Freeway Corridor Specific Plan which identifies the Corridor area as an appropriate location for the City's most intense scale of development and as a high profile location for employment and other economic activities.

This PAD amendment proposes the addition of restricted outdoor storage in association with the primary use of industrial/office flex facilities. The complex of industrial/office flex uses with restricted outdoor storage as an accessory use is intended to provide a transitional land use buffer between the intensity of the auto dealership to the north and the larger scale class a offices proposed on the remaining approximately 20 acres south of this complex. Strict standards have been incorporated into this PAD to clearly define the restrictions on the accessory outdoor storage use. Both the Conceptual Master Site Plan and conceptual elevations for the industrial/office flex facilities are being submitted with this PAD amendment request to better convey the intent and character of the proposed restricted outdoor storage accessory use.

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The flex buildings feature an upscale design that will reinforce the high-end image intended for commerce park development in this area. The buildings are proposed to include a small attached accessory outdoor storage area designed as part of the primary building. As the Conceptual Master Site Plan shows, the outdoor storage areas are oriented interior to the storage area and do not face onto perimeter streets. This site plan configuration is consistent with the Freeway Corridor Specific Plan intent to allow "only limited outdoor storage areas not visible to the freeway traveler." The outdoor storage areas are limited to 25% of the overall building area footprint and will be enclosed by concrete and/or masonry block walls with exterior finishes matching the primary building. The storage enclosure walls on the ends of the building will be raised and designed to be consistent with and look similar to side building walls to maximize screening at the end locations. The storage area gate will be solid, and no storage materials will exceed the height of the lowest adjacent screen wall.

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The materials that could be stored in these limited outdoor areas include plumbing equipment or building materials, stone pavers, brick and similar items that could be stored on pallets lower than wall height. Vehicles or any large equipment that would extend over the height of the walls would not be allowed to be stored in these areas. This type of very restricted, internally-oriented, screened, integrally designed accessory outdoor storage is not the same type of primary outdoor storage use with chain link, open fencing and/or razor wire. The latter more intensive type of storage as a primary use, which is used to store large equipment, RV's, junk vehicles or other unsightly items, is typically associated with heavy industrial areas and would not be permitted as part of the PAD. This more intensive outdoor storage primary use would not be appropriate in a commerce park setting and therefore would continue to be prohibited in the Three Rivers PAD.

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The proposed industrial/office/flex buildings, which include a small accessory outdoor storage area, by contrast, are appropriate commerce park uses and have been configured and designed to be aesthetically compatible with the surrounding hotel and office uses within the remainder of the Three Rivers PAD. These facilities are intended to serve small businesses such as general contractors, home construction companies, kitchen and bath specialties, window coverings, golf equipment outfitters, martial arts schools, plumbing suppliers, commercial and residential pool companies, stone and tile distributors. All of these small business/employment uses are necessary to serve community needs and are appropriate in a commerce park setting.

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The proposed amendment of the PAD permitted use list to include the restricted outdoor storage as an accessory use is needed to accommodate small businesses who also provide employment opportunities important to the job mix in any community. The successful commerce park developments in the valley, including the Scottsdale Airpark and Deer Valley Airpark, all combine a mix of small business facilities with similarly restricted outdoor storage like the ones proposed, large office complexes and showroom/warehouse uses. Only limited accessory outdoor storage that is well-screened and aesthetically compatible, similar to what is being proposed under this amendment, is permitted in these high-quality commerce park areas.

General Plan

The General Plan land use map identifies the entire site to be developed with Employment (Business Park and Industrial Uses) (see [General Plan Land Use Map, Exhibit D](#)). The General Plan places great importance on the I-10 Freeway Corridor for employment, industrial and retail uses. The Plan indicates that the corridor along the I-10 Freeway is to be developed with more intense uses. The corridor is intended to allow flexibility by allowing different types of employment uses. Employment uses are defined as general-office; enclosed industrial along with retail and commercial uses that support the employment uses.

The Economic Development Element of the General Plan iterates that residents desire a community that offers employment opportunities. The City targeted a 0.5 jobs-to-population ratio to be achieved during the implementation of the General Plan. The PAD zoning on the subject property within the I-10 Freeway corridor could ultimately yield up to approximately 3,500 office, light manufacturing and service related jobs (80 acres x 43,560 sq. ft. x 0.40 lot coverage x 2.50 employees ÷ 1,000 sq. ft. per employee = 3,485). This PAD will help achieve the desired 0.5 jobs-to-population ratio identified in the General Plan, and will provide the intense employment development desired along the I-10 Freeway corridor. The PAD is consistent with the adopted General Plan Land Use Map, and adjacent existing land uses including the automall, UTI, Coyote Honda, and Warehouse/Distribution facilities.

The proposed PAD amendment advances these General Plan goals as well as the objectives of the Freeway Corridor Specific Plan to “assure the highest and best use of freeway corridor sites,” “encourage the full spectrum of regional and community services, [and] employment opportunities,” and to establish a distinctive architectural image in the Corridor.

PAD Plan

Again, the 79.98 gross acre PAD Plan includes two Parcels. ~~Parcels A and B are both approximately 40 acres in area.~~ The North and South Parcels are approximately 40 acres in area. The Parcels have street frontage on all sides. All perimeter landscaping, entrances, and screen walls will follow a common design theme to create an integrated project. The South Parcel, adjacent to Van Buren Street, is currently in the design phase by Maricopa County and will be developed as the County’s west courts facility. The North Parcel, located between Pierce and Roosevelt streets, is being planned in conjunction with a 25-acre parcel located to the west at the northwest corner of 105th Avenue and Pierce Street within the Griffith PAD. These combined parcels can accommodate large to medium single tenant or multi-tenant buildings (see PAD Plan, Exhibit E). The North Parcel is planned to provide a mix of land uses which may, in addition to office, include limited supporting retail, hotel, and employment-related uses.

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Deleted: Both Parcels can accommodate large to medium single tenant or multi-tenant buildings (see PAD Plan, Exhibit E).

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The Conceptual Master Site Plan proposed for the 40-acre North Parcel has been designed with an approximately 2.16 acre parcel reserved on the southeast corner of 105th Avenue and Roosevelt Street for a potential hotel use. The office retail four (4) story buildings are located south of this hotel site along 105th Avenue and industrial/office flex buildings with restricted outdoor storage as an accessory use are east of the hotel site, and immediately south of the auto dealership across the street.

The PAD Conceptual Master Site Plan for the North Parcel shows major streets and perimeter landscape improvements, together with general building locations, architecture, parking fields, internal street circulation and other defining details. Perimeter walls are provided for parking screening purposes adjacent to public streets, but will not be used around buildings adjacent to the streets.

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To ensure some flexibility for the future users, but to also provide assurances on the quality of the development for the City, this PAD requires that a “Master Site Plan” for each Parcel be reviewed by the Planning Commission and approved by the City Council prior to the administrative review and approval of “Individual Site Plans” for buildings or uses within a Parcel. The Master Site Plan will include: internal circulation, signage, building footprints, parking, preliminary water, sewer and drainage analysis, and landscaping for the entire Parcel.

The parking for the project will be designed to mitigate the visual impact of the parking fields on the environment through the use of appropriately located and well-designed screen walls in conjunction with enhanced landscaping and potentially garages either structured or underground. It is intended that mitigation of the visual impact of the project’s parking could be designed to meet one of the criteria for additional height.

The architectural theme will be consistent throughout the project with individual variations based on use and building types; however, guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility among Parcels across the entire site. As a Parcel develops, the Master Site Plan for the undeveloped portions of the Parcel may be updated to reflect needed changes due to change in users or other factors, requiring a Master Site Plan amendment.

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Public art shall be provided in compliance with the newly adopted Section 11 of the Zoning Ordinance and could also be incorporated within specified development parcels within the North Parcel as another way to satisfy the criteria for increased height. Whenever feasible, the public art would be installed on the development site in a location that allows the public art to be visible to the public from a public right-of-way or from other public property at all times. In the event that this is not feasible, the developer may request approval from the City to place the public art on the development site in a location to which the public has free and unrestricted access. The artwork would be appropriate for the selected site and could include elements such as one-of-a-kind building features and enhancements such as custom designed gates, benches and fountains or artist designed landscape art enhancements such as walkways, bridges or art features within a garden or a freestanding sculpture suitable for

the site. The art design would be proportional in size to the scale of the development and aesthetically enhance the surrounding area. The provision of public art could be used to meet one of the criteria for additional height. Public art locations would then be identified on Individual Site Plans.

A Master Site Plan or a major amendment to a Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Minor amendments to a Master Site Plan may be reviewed and approved by staff administratively. Major amendments shall be any changes that increase traffic, increase building square footage, significantly change building orientation or footprints, have an impact on adjacent uses, or include changes that alter the character of the Master Site Plan including changes to approved building architecture or materials. All other changes are considered minor amendments.

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Circulation

The PAD Plan is designed to continue the perimeter and internal collector street system approved for the adjacent commerce park to the west. Perimeter street improvements for the Three Rivers North PAD (North Parcel) are planned to be completed on a phased basis as approved through the Master Site Plan process. Ultimately, with the completion of development on both the North and South Parcels, half-street improvements will be completed along Van Buren Street, Roosevelt Street, 103rd Avenue, 105th Avenue and full street improvements along Pierce Street. Pierce Street continues from the commerce park to the west and allows future connection to the parcel to the east. The right-of-way for streets will be dedicated through a map of dedication or final plat in conjunction with the Master Site Plan approval of each phase.

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The need for other internal streets will be dependent on the location and layout of end users. If internal streets are necessary the streets will be public, constructed to City of Avondale standards, and provided as part of the Master Site Plans.

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Both of the PAD Parcels have public street access on all sides which will provide sufficient opportunities to route traffic to and from the site. Entry drive locations and pedestrian connections will be identified in the Master Site Plans.

When installed, the half-width perimeter streets and full-width Pierce Street improvements are to include: pavement, vertical curbs, gutters, detached sidewalks with 15 to 20-foot landscape tracts adjacent to the rights-of-way. The Van Buren Street cross section identifies a raised median to be completed by Maricopa County or any subsequent developer of the 40 acre South Parcel. Pierce Street will be a collector street that provides a 60-foot right-of-way with 44 feet of pavement back-of-curb to back-of-curb with attached sidewalk on each side. Perimeter streets and Pierce Street cross sections are as shown in Exhibit F of the original PAD. Depending on end users, thicker pavement sections may be necessary for truck traffic. The pavement thickness will be determined at the time of Master Site Plan approval in accordance with the requirements of the City Engineer.

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Landscape Plan

The landscaping will enhance the project and set the tone for a unified development. A Master Landscape Plan for each Parcel will be submitted for review and approval in conjunction with each Master Site Plan. The landscape plan will include a minimum 10 percent of the net site area as landscaping/open space, which shall include setback areas and parking lot landscaping. Landscaping that exceeds the minimum requirements and provides an exceptional level of landscape design could also be used to meet one of the height criteria. Such enhanced landscaping would be intended to promote ease of pedestrian movement and to create unique and inviting pedestrian environments and/or distinctive pedestrian gathering areas. A Landscape Concept Plan is provided as Exhibit G and illustrates a tree lined streetscape for the project as well as a proposed plant list. The Plan provides a 20-foot wide landscape area outside the right-of-way along the frontage of Van Buren Street and Roosevelt Street, and provides a 15-foot wide landscape area outside the right-of-way along the frontages of Pierce Street, 103rd Avenue, and 105th Avenue. Any internal streets will also provide a 15-foot wide landscape area outside the right-of-way along the street frontages.

A street tree theme consisting of a combination of Southern Live Oaks and other canopy trees will create a unifying element to the commerce park. The street trees will alternate between a 24-inch box Southern Live Oak and 15-gallon canopy tree every 20 feet along the landscape frontage with two 36-inch box Date Palms at each Phase's perimeter street intersections as well as at any major entries into the commerce park from Roosevelt, Pierce and Van Buren Streets. The street trees will also continue along any internal streets of the project. The trees along with automatic irrigation will be installed along the perimeter streets of each Phase with initial development of the Phase. Any internal street trees will be installed with each individual site.

The maintenance of the perimeter landscape areas will be the responsibility of the developer/owner unless the project is subdivided at which time Covenants, Conditions and Restrictions (CC&Rs) will be established that form a property owners' association that will be responsible for maintenance. CC&Rs will be provided at the time of final plat review.

The parking lot and screen walls for the project will undulate a minimum of three feet every 150 feet of wall length to create variety and depth along street frontages. The design, materials and colors of the screen walls shall be common throughout the project (see Screen Wall, Exhibit I).

Each individual site's landscaping will reinforce the overall landscaping theme of the project. This will be accomplished through full landscaping of front and side yards including retention basins, foundation plantings and following the landscape palette provided in the PAD.

Permitted Uses

1. Offices for professional, administrative, clerical, financial, medical, sales or other business services with assembly, distribution of parts, supplies or products related to the office or business service.
2. Business class/extended-stay hotel.
3. Medical and dental laboratories, and research and product development laboratories.
4. Commercial, trade, or business schools.
5. Automobile engine repair, body repair, upholstery, painting facilities and similar uses where all service bays shall be completely screened from street view including all roll-up doors. Work is not to be done outdoors and no dismantled vehicles shall be located outside. These uses shall only be located in the north half of Parcel A to provide complimentary uses to the Automall to the north.
6. Manufacturing or assembly of finished products with distribution of parts, supplies or products related to the business so long as the primary use of the property does not include the basic processing and compounding of raw materials or food products.
7. Limited retail uses intended to support and serve the primary uses on the commerce park campus located on the ground floor of a multi-story building.
8. Retail sales and service of custom cabinets, custom materials for homes or offices such as countertops/floors/ceilings/walls, custom windows or doors, custom or specialized electronics for home or office, custom furniture for home or office, and custom or specialized parts or equipment for vehicles.
9. Warehousing/storage that is ancillary to a permitted use.

Deleted: Retail commercial operations directly related to the primary use, provided it does not exceed 10 percent of the gross floor area of the primary use.

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10. Outdoor storage associated with an on-site primary use shall be limited to the northern 20 acres. Such outdoor storage associated with an on-site primary use shall comply with the following development standards:

- A. Storage areas shall be attached, fully screened, and designed as part of the primary building;
- B. Storage areas shall be constructed of concrete and/or masonry block with exterior finishes to match the primary building;
- C. Storage areas gates shall be opaque;
- D. Stored materials shall not exceed the height of the lowest adjacent wall;
- E. Outdoor storage areas shall be limited to a maximum of 25% of the overall building area footprint (footprint includes both primary building and associated outdoor storage area).

11. Additional uses listed as permitted in the CP (Commerce Park) Zoning District that are not otherwise prohibited by this PAD document.

Uses Permitted Subject to a Conditional Use Permit

1. New vehicle sales and leasing in Parcels A only.
2. Athletic clubs, health clubs, gymnasiums, gymnastic clubs.

Prohibited Uses

1. Contractors' yards as a primary use.
2. Mini-storage, dead vehicle storage, RV storage, truck parking or storage.
3. Sexually oriented businesses.
4. Bulk warehousing and distribution where the warehousing and distribution of parts, supplies and products is the exclusive use of the building, and it is the principal business.

5. Outdoor storage as a primary use or otherwise not in compliance with the restrictions listed under permitted uses, number 10 above.

6. Activities conducted outdoors, other than the storage-related activities allowed above.

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4. The additional height will not adversely affect the future development or ongoing vitality of the city center area along Avondale Boulevard.

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- Any restricted outdoor storage shall be accessory to the primary use and limited to 25% of the overall building area footprint. The outdoor storage shall be fully screened from adjacent views by a solid masonry wall and solid gate that match the building architecture.

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- Prior to construction on each Parcel, a Master Site Plan for the Parcel and an Individual Site Plan for a use shall be approved consistent with this PAD.

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- Landscaping in the PAD shall comply with the landscaping requirements identified in Sections 5 and 6 of the Zoning Ordinance except as modified by this PAD. All development in the project shall comply with screening standards identified in Sections 5 and 6 of the Zoning Ordinance and exhibits in this PAD.
- All development shall comply with the parking requirements, schedule and parking space standards identified in Section 8 of the Zoning Ordinance. The parking for the project shall be designed to mitigate the visual impact of the parking fields on the environment through the use of appropriately located and well-designed screen walls in conjunction with enhanced landscaping or potentially garages either structured or underground.
- Appropriate street dedications shall be required at the time of Master Site Plan or final plat approvals as applicable.
- Driveway entrances to lots along the frontage of Van Buren Street shall be shared with the adjacent lot when possible to limit the number of curb cuts along Van Buren Street. The lots with Van Buren Street frontage shall provide cross-access easements with adjacent lots. Lots throughout the project shall provide shared access with cross-access easements along all streets where feasible. The final locations of driveways and cross-access easements shall be determined in conjunction with the Master Site Plans and Individual Site Plans.
- Exterior pole mounted lighting shall be consistent throughout the project area and comply with Zoning Ordinance requirements. The typical lighting will be established with the first Master Site Plan and be utilized throughout the project. The lighting shall be fully shielded, directed down, and have a maximum 1-foot candle at the property line.
- In the event where the text of the Zoning Ordinance and the PAD differ, the PAD shall prevail.

Design Criteria

The provisions of this section seek to create an attractive, high quality mixture of architectural styles with emphasis on a mixed-use office and commerce park appearance. The design of each building within the overall development will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. Representative photos of the intended character of the commerce park are included as Exhibit J.

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Individual Site Plan Approval

All Individual Site Plans are reviewed and approved administratively. Administrative denials of site plans may be appealed in accordance with the Zoning Ordinance. All projects shall use the following design review guidelines to ensure the quality of the project and building architecture.

Architecture

All buildings within the PAD shall be in conformance with the City of Avondale Design Manual for Commercial, Industrial, and Multi-family Development.

As a supplement to the City of Avondale Design Manual, all buildings within the PAD shall be consistent with the following architectural elements, which are intended to provide extraordinary architectural design quality which could be considered in satisfaction of one of the criteria for additional height:

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- For all buildings at least three of these elements shall repeat horizontally. Buildings with facades greater than 100 feet in length shall include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:
 - Color change. Recognizable, but not strongly contrasting.
 - Texture change.
 - Material change.
 - Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
 - Wall plane projections or recesses.
- Variations in rooflines or parapets shall be used to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.
- Service and exit doors shall be integrated into the architecture of the elevations.
- Reduction of building mass shall be achieved by using a combination of the following techniques:
 - Variation in the rooflines and form.
 - Use of ground level arcades and covered areas.
 - Use of protected and recessed entries.
 - Use of vertical elements on or in front of expansive blank walls.

- Use of pronounced wall plane offsets and projections.
 - Use of focal points and vertical accents.
 - Inclusion of windows on elevations facing streets and pedestrian areas.
 - Retaining a clear distinction between roof, body and base of a building.
- Roof lines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PAD. Building design shall complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.
 - All buildings shall have clearly defined customer entrances incorporating elements such as:
 - Canopies or porticos.
 - Overhangs.
 - Recesses/projections.
 - Arcades.
 - Raised corniced parapets over the door.
 - Peaked roof forms.
 - Arches.
 - Entrance framed by outdoor pedestrian features or enhanced landscaping.
 - Architectural details such as tile work and moldings integrated into the building structure to frame the entryway.
 - Service entries, site-mounted equipment, trash containers and other ancillary structures shall be screened from view, both from adjacent properties and surrounding streets.
 - All buildings shall be designed, constructed so that all four sides of a building shall receive consistent architectural treatment.
 - Any accessory buildings, enclosures, carports, covered parking structures and equipment, whether attached or detached from the principal building shall be of similar compatible design and materials as the principal building.
 - The design of service and loading areas shall be designed as an integral part of the building architecture.
 - Any roof access ladders shall be located inside the building.
 - All roof drainage shall be internal.

Building Materials

Buildings within the PAD shall be consistent with the following building materials:

- Primary buildings materials shall include: common clay brick; poured in place, tilt-up or pre-cast concrete provided that surfaces include scoring, texture or have a painted finish; textured concrete or panels; stucco or EIFS (exterior insulated finish systems) type systems provided that finishes must be smooth or sand finish; integrally colored concrete block with smooth face and/or split-face block units; or other similar materials.
- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the design such as: additional color and texture, bays, windows, notched parapets, canopies, reveals, building wall undulation, corner windows, additional materials etc.
- Accent materials shall include: granite, marble, natural stone, block, brick, ceramic tile, treated wood or other similar materials.
- Roofs may be flat with parapet walls, sloped with concrete tile, standing metal seam, or equivalent architectural materials.

Color Palette

- A detailed color and materials palette will be reviewed and approved with each Individual Site Plan.
- Colors and materials should be used to create visual harmony within the PAD. The approved colors are as follows:
 - Primary building colors shall be desert hues and other “earth tones” muted shades of blues, greens and reds found in the natural desert, and colors appearing in natural stone.
 - Accent colors on buildings shall complement the primary building colors and include combinations of desert hues, earth tones, muted shades of greens, reds and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents on buildings as approved in the Individual Site Plan review process.

Prohibited Materials and Color Palette

- Wood, except for limited amounts of trim.
- Corrugated metal and pre-engineered metal-sided buildings.
- Bright colors such as orange, red, blue, green, yellow, purple and similar colors, as a primary color on a building.

- Spanish or mission-type barrel roof tile.

Signage

Signage for the PAD should be designed to enhance the identity of the overall development and the individual businesses within. A Master Sign Package shall be submitted for review and approval with the Master Site Plan for each Phase.

- Freestanding Monuments:
 - One freestanding monument along each Van Buren Street and Roosevelt Street shall be provided for commerce park identification only. A conceptual entry monument is provided in Exhibit I. The location of the monuments will be determined at the time of Master Site Plan/Master Sign Package approval. Monument signage shall be maintained by the developer/owner or property owners' association if the project is subdivided.

○ Monument signage shall be maintained by the developer/owner or property owners' association if the project is subdivided.

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- Monuments shall not exceed six feet in height and 30 feet in width with a maximum sign area of 25 square feet.
- Sign materials and colors shall be consistent with the exterior architecture of the buildings. Lettering shall be raised metal.
- No other freestanding signage shall be allowed in the commerce park.

- Building Signage:

- Signage shall be systematically located and styled to support the architectural design.
- Single-tenant building signage:
 - One square foot of signage for each linear foot of street frontage up to a maximum 50 square feet of signage on each street frontage not to exceed a total of 100 square feet of building signage shall be allowed.
 - Sign placement shall occur below the edge of the roof.
 - Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.
- Multi-tenant building signage:

- One square foot of signage for each linear foot of the suites street frontage with a maximum of 25 square feet of signage per suite shall be allowed.
- Sign placement shall occur below the edge of the roof.
- Signs will be mounted above each respective suite, placed consistently along the building face, and located on the upper part of the exterior wall within a dedicated sign band.
- Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.

Grading and Drainage

The PAD site slopes from northeast to southwest. On-site retention basins will be designed and constructed as part of the development of each user as approved in the Individual Site Plans.

Public Utilities and Services

The following identifies the providers of utilities and public services:

Sewer	City of Avondale
Water	City of Avondale
Electricity	Salt River Project (SRP)
Telephone	Qwest Communications
Cable TV	Cox Communications
Gas	Southwest Gas Company
Refuse	City of Avondale or Private
Fire and Emergency	City of Avondale
Police	City of Avondale

Water The site is served water with an existing 16-inch water line in 107th Avenue and extended along Roosevelt Street through the Griffith Commerce Park development to the west. Additional water lines will be constructed to serve individual lots as determined in the Master Site Plans. These water lines will be installed in the perimeter

and interior streets. The Van Buren Street water line will be 16-inch. The 103rd Avenue water line will be 12-inch. The water lines in the interior streets will be 8-inch.

Sewer The site is served sewer with an existing 15-inch sewer line in Van Buren Street, 107th Avenue and Roosevelt Street. An additional sewer stub is located in Pierce Street and will be utilized as appropriate. Additional 8-inch sewer lines and stubs will be constructed to serve individual lots as determined in the Master Site Plans. Sewer manholes will be placed every 400-feet and an 8-inch stub will be extended to adjacent properties from the manholes.

The average daily sewer flows can be estimated based on the City of Avondale Engineering Design Standards Book. The exact sewer flows will not be known until Master Site Plans for the Parcels are complete. Commerce park land uses will generate approximately 1,000 gallons per acre per day. Commercial land uses will generate 3,000 gallons per acre per day. The estimated wastewater flow will be approximately 148,370 gallons per day.

Fire Hydrants The hydrants will be installed at 300-foot intervals on the site's interior and at 1,000-foot intervals on Van Buren Street. Additional fire hydrants and water lines may be required for individual lots depending on the Master Site Plans. Domestic and fire flow requirements can not be calculated without specific Master Site Plans, however it appears that the City's infrastructure can deliver the water required to adequately serve development on the site.

Phasing

The PAD proposes two 40 acre Parcels, the North Parcel and the South Parcel (owned by Maricopa County). The following adjacent street improvements are required for the ultimate development of each parcel:

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- Development of the North Parcel (Parcel A) shall include:
 - South half of Roosevelt Street.
 - West half of 103rd Avenue and east half of 105th Avenues between Roosevelt Street and Pierce Street.
 - North half of Pierce Street.
- Development of the South Parcel (Parcel B) shall include:
 - North half of Van Buren Street including median.
 - West half of 103rd Avenue and east half of 105th Avenues between Pierce Street and Van Buren Street.
 - South half of Pierce Street.
- The project will be master planned in these two 40 acre phases though construction within each Phase will be dependent on Individual Site Plans. Perimeter and internal streets will be indicated on the Master Site Plan of each Phase and the

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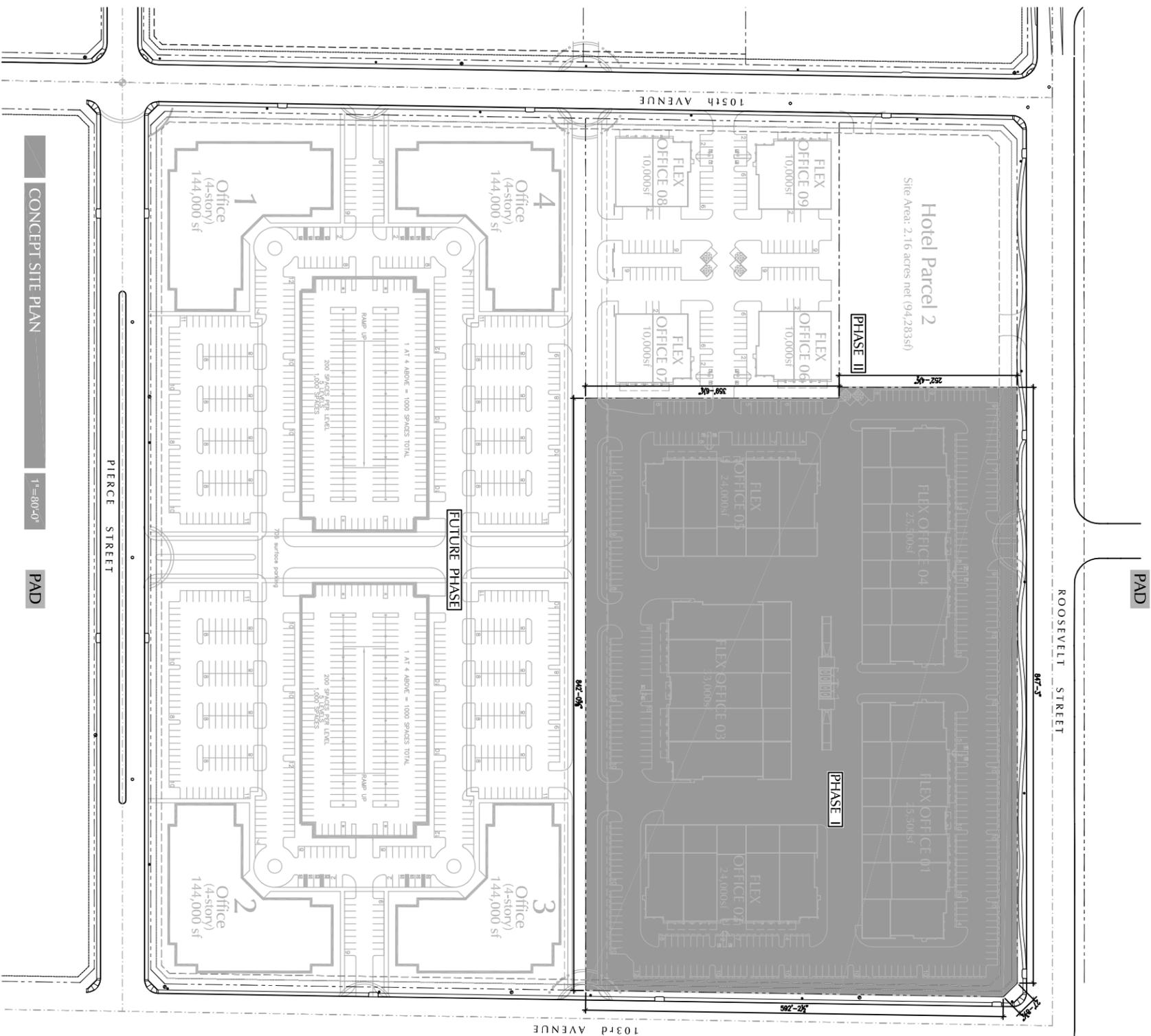
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necessary street improvements to adequately serve each Individual Site Plan will be installed in conjunction with the site construction, subject to receiving City approval. The chronology of the Phases and Individual Site Plans depends on market conditions. Parcels can be subdivided, however the phasing remains the same. The Parcels can be combined and a Master Site Plan is required for the combined Parcels.

- Prior to administrative approval of an Individual Site Plan on either the North or South Parcel, a Master Site Plan, including any proposed phasing of development and perimeter street improvements, must be reviewed by the Planning Commission and approved by City Council for the particular Parcel that the Individual Site Plan is located.



CONCEPT PROJECT DATA

ZONING:

MUNICIPALITY: AVONDALE, ARIZONA
 LOCATION: SEC ROOSEVELT & 105TH AVE.
 APN: 102-55-016
 EXISTING ZONING: (PAD)
 PROPOSED ZONING: (PAD)

LANDSCAPE BUFFERS:

	REQUIRED	PROVIDED
N: (ROOSEVELT)	25'	25'
S: (PIERCE)	15'	15'
E: (103 RD AVE)	15'	15'
W: (105TH AVE)	15'	15'

SITE AREA

SITE AREA: 1,523,004 SF = 34.96 AC



RESTRICTED OUTDOOR STORAGE AREA

GENERAL NOTES:

1. ELECTRICAL AND MECHANICAL WILL BE SCREENED BY WALLS OR ENCLOSED WITHIN THE BUILDING.

PROJECT DIRECTORY

DEVELOPER

PARAGON
 CONTACT: MICHAEL BLEINS
 P-(480) 488-0350 EXT. 302
 E-MAIL: MICHAEL@PARAGONAZ.COM

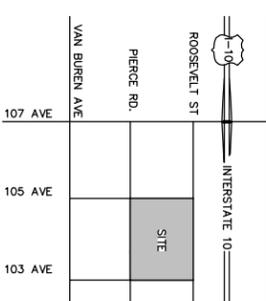
ATTORNEY

EARL, OURELY & LAGARDE
 SUITE 100, CENTRAL AVENUE
 PHOENIX, AZ 85012
 CONTACT: LYNNE LAGARDE
 P-(602) 283-0094

ARCHITECT

DAVIS
 60 S. ST. RIO SALADO PKWY.
 SUITE 200
 TEMPE, AZ 85281
 ATTN: MIKE EDWARDS / ADAM VALENTE
 E-MAIL: ED@DAVISPERFORMANCE.COM

VICINITY MAP



0' | 80' | 160' | 240' | 320'

All dimensions are approximate and subject to change.



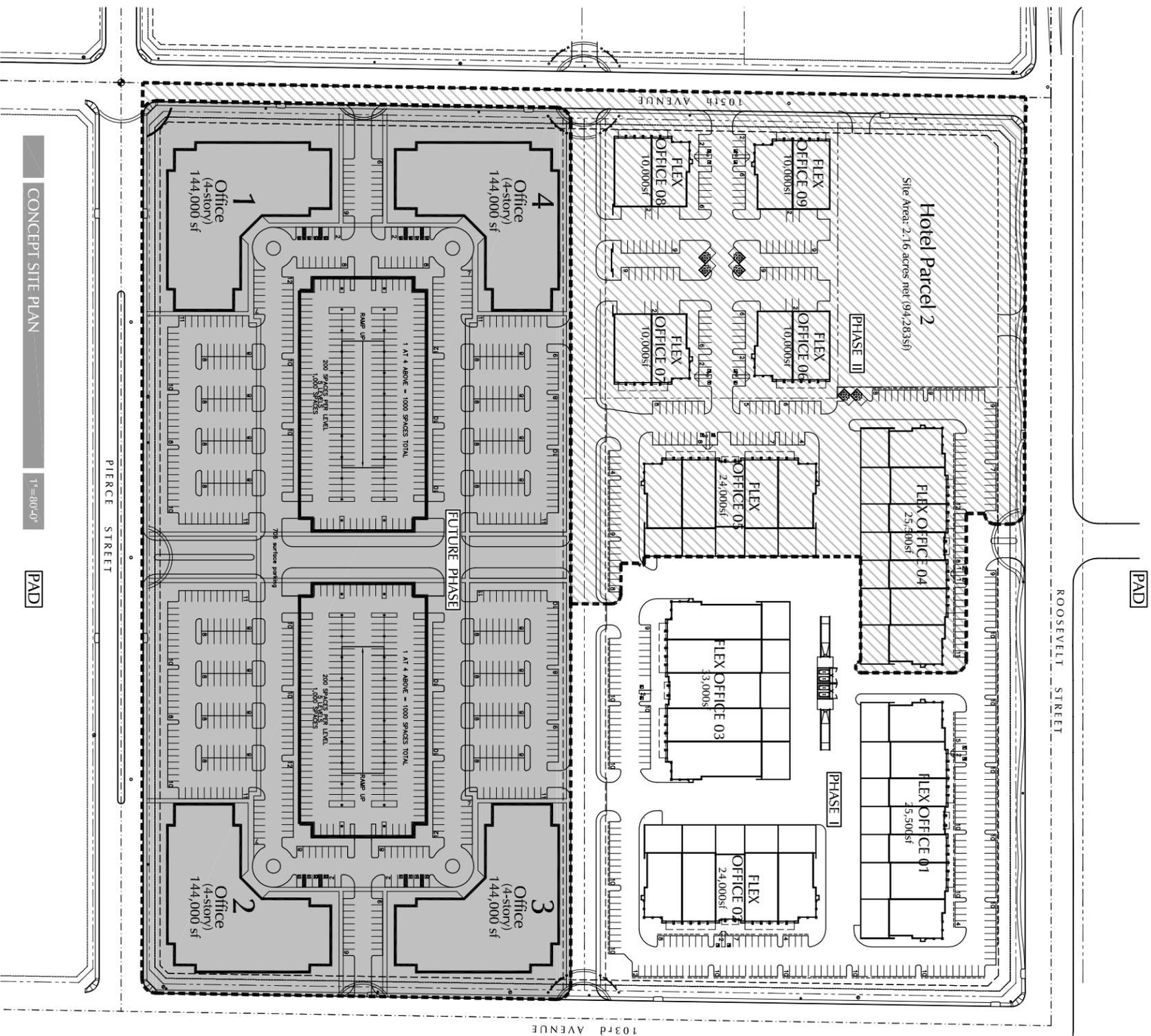
Three Rivers Commerce Park Avondale, Arizona

06-480
 11/NOV/08



architecture
 interior architecture
 space planning
 facilities management
 land planning
 landscape architecture
 graphic design

RESTRICTED OUTDOOR STORAGE EXHIBIT



CONCEPT SITE PLAN
1"=80'-0"
PAD

CONCEPT PROJECT DATA

ZONING:

MUNICIPALITY: AVONDALE, ARIZONA
 LOCATION: SEC ROOSEVELT & 105TH AVE.
 APN: 102-55-016
 EXISTING ZONING: (PAD)
 PROPOSED ZONING: (PAD)
 LANDSCAPE BUFFERS: REQUIRED PROVIDED
 N: (ROOSEVELT) 25'
 S: (PIERCE) 15'
 E: (103 RD AVE) 15'
 W: (105TH AVE) 15'

SITE AREA

SITE AREA: 1,523,004 SF = 34.96 AC

BUILDING AREAS

PHASE I
 FLEX OFFICE 01: 25,500 SF
 FLEX OFFICE 02: 24,000 SF
 FLEX OFFICE 03: 33,000 SF
 TOTAL SF: 82,500 SF

PHASE II
 FLEX OFFICE 04: 25,500 SF
 FLEX OFFICE 05: 24,000 SF
 FLEX OFFICE 06: 10,000 SF
 FLEX OFFICE 07: 10,000 SF
 FLEX OFFICE 08: 10,000 SF
 FLEX OFFICE 09: 10,000 SF
 HOTEL PAD: 100 ROOMS (65,000 SF)
 TOTAL SF: 144,500 SF

PHASE III
 OFFICE 01: 144,000 SF
 OFFICE 02: 144,000 SF
 OFFICE 03: 144,000 SF
 OFFICE 04: 144,000 SF
 TOTAL SF: 576,000 SF

OVERALL BUILDING AREA: 803,000 SF
 COVERAGE: 52.72 %

PARKING DATA - TOWN OF AVONDALE

REQUIRED PHASE I
 FLEX OFFICE: 82,500 SF (1/500 SF) 165 SPACES
 REQUIRED PHASE II
 FLEX OFFICE: 79,500 SF (1/500 SF) 159 SPACES
 REQUIRED PHASE III
 OFFICE: 576,000 SF (1/250 SF) 2,304 SPACES
 TOTAL PARKING REQUIRED: 3,27 SPACES / 1,000 SF

PARKING PROVIDED
 PHASE 1 PROVIDED: 224 SPACES
 PHASE 2 PROVIDED: 211 SPACES
 PHASE 3 PROVIDED: 2,388 SPACES
 TOTAL PARKING PROVIDED: 3,822 SPACES / 1,000 SF

PROJECT DIRECTORY

DEVELOPER

PARAGON
 CONTACT: MICHAEL BLENS
 P-(480) 488-0350 EXT. 302
 F-(480) 488-4780
 E-MAIL: MICHAEL@PARAGONAZ.COM

ATTORNEY

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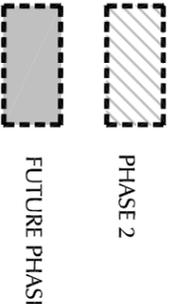
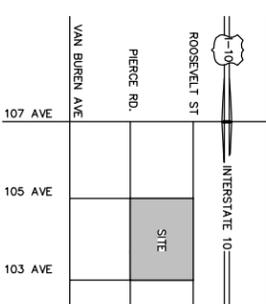
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 SUITE 200
 TEMPE, AZ 85281
 ATTN: MIKE EDWARDS / ADAM VALENTE
 E-MAIL: EDWARDS@DAVISPERFORMANCE.COM

GENERAL NOTES:

1. ELECTRICAL AND MECHANICAL WILL BE SCREENED BY WALLS OR ENCLOSED WITHIN THE BUILDING.

VICINITY MAP



0' | 80' | 160' | 240' | 320'

All dimensions are approximate and subject to change.



Three Rivers Commerce Park Avondale, Arizona

06-480
15-OCT-08

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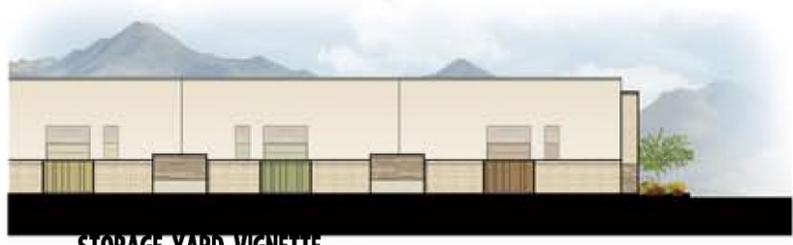
architecture
 interior architecture
 space planning
 facilities management
 land planning
 landscape architecture
 graphic design

PRE-APPLICATION
 CONCEPT SITE PLAN

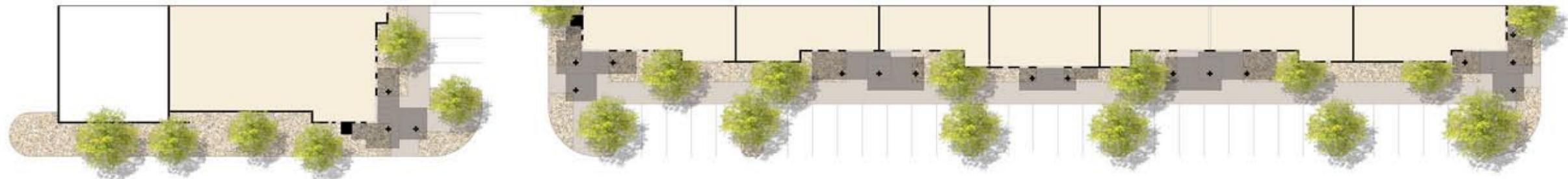


SIDE ELEVATION
SCALE: 1"=20'

FRONT ELEVATION
SCALE: 1"=20'



STORAGE YARD VIGNETTE
SCALE: 1"=20'

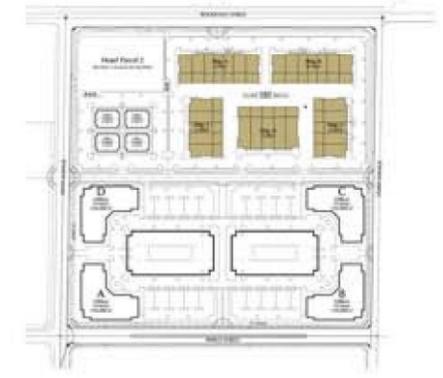


HARDSCAPE PLAN
SCALE: 1"=20'

CONCEPT DESIGN PHOTOS



KEY SITE PLAN



0' 20' 40' 60' 80'

All calculations are approximate and subject to change.



WEST ELEVATION



SOUTH ELEVATION

Excerpt of the Draft Minutes of the regular Planning Commission meeting held November 20, 2008 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Angela Cotera, Commissioner
David Iwanski, Chairman
Lisa Amos, Commissioner
Michael Demlong, Vice Chairman
Alan Lageschulte, Commissioner

COMMISSIONER ABSENT

Edward Merringer, Commissioner

CITY STAFF PRESENT

Chris Schmaltz, City Attorney
Ken Galica, Planner II, Development Services
Scott Wilken, Senior Planner
Tracy Stevens, Planning Manager

APPLICATION NO. Z-07-13

APPLICANT: Ms. Lynne Lagarde
 Earl, Curley, & Lagarde, PC
 3101 N. Central Avenue, Suite 1000
 Phoenix, AZ 85012

PROPERTY OWNER: Arizona Land Company, LLC
 PO Box 5061
 Carefree, AZ 85377

REQUEST: This is a request to amend the Three Rivers Planned Area Development (PAD) development standards to increase the maximum allowable building height from two to six stories, to revise the permitted uses in this PAD to allow restricted accessory outdoor storage and support retail uses, and to amend related stipulations. The request applies only to the northern 40 acres of the property located at the northeast corner of Van Buren Street and 105th Avenue.

Ken Galica, Planner II, Development Services Department, stated this is case Z-07-13, a request to amend the north 40 acres of the Three Rivers Planned Area Development (PAD). The 40 acre subject property is located at the southeast corner of Roosevelt Street and 105th Avenue. The property is currently part of the Three Rivers PAD, which extends from Roosevelt Street to Van Buren Street. This amendment request only impacts the northernmost 40 acres of the PAD since the property owner to the south, Maricopa County, did not wish to be included in this amendment.

The property is surrounded by PAD zoning on all sides. Properties to the east, west and south are employment-focused PADs, which primarily allow for Commerce Park (CP) uses, with the majority of the land being undeveloped except for Universal Technical Institute (UTI), Coyote Honda, and Enterprise Rent-a-Car. The Avondale Automall PAD to the north allows for retail sales of vehicles, with two vacant lots remaining for future development. Maricopa County has indicated that they plan to use the southern 40 acres of the Three Rivers PAD for their West Court Complex; however, no official submittals have been made to date. The property is designated by the General Plan as Employment. The Employment land use designation encourages uses which provide employment opportunities, such as offices and light manufacturing. Retail and non-retail commercial uses which act in support of offices and other

employment uses are appropriate in moderation. The subject property is at the very south boundary of the Freeway Corridor Specific Plan.

Mr. Galica explained that the proposed amendment will amend the Three Rivers PAD and related stipulations in five specific areas. The requested amendment will: 1) Add additional uses to the permitted use list; 2) increase building height, 3) increase the minimum landscaping requirements; 4) require development to adhere to the Commercial and Industrial Design Manual; 5) and allow the developer to build only those streets adjacent to the phase of the project they are building, and the streets must be constructed in their entirety. The existing PAD and City policy over the last several years has required a developer to construct all off-site improvements adjacent to a project with the first phase of development regardless of whether they abut the first phase or not. Approval of this amendment would represent a shift in that policy.

The amendment will add restricted additional outdoor storage as an accessory to a permitted use on the property. The outdoor storage areas will be required to adhere to seven conditions: 1) Outdoor storage areas shall be limited to a maximum of 25 percent of the overall building area footprint. 2) Storage enclosure walls will be raised and designed to be consistent with side building walls to maximize screening. 3) Storage area must be attached, fully screened, and designed as part of the primary building. 4) Storage areas must be constructed of concrete and/or masonry block with exterior finishes to match the primary building. 5) Storage area gates must be opaque. 6) Stored material shall not exceed the height of the lowest adjacent wall. 7) Outdoor storage areas must be oriented interior to the storage area and may not face onto perimeter streets. Also, no machining or other work except for the loading, unloading, and storage of items will be permitted. Staff is confident that with those conditions, the storage areas will have no negative impact on the surrounding properties.

The proposed amendment will allow for support retail uses located on the ground floor of a multi-story office building and it will allow for uses permitted in the CP Zoning District. The amendment will allow for buildings up to six stories in height if the criteria outlined in the Freeway Corridor Specific Plan are met. This request is in line with the recently amended Freeway Corridor Plan. The applicant has agreed to increase the percentage of landscaping required on the property from 5 percent to a minimum of 10 percent. All future development on the site will adhere to the Design Manual. All development on the north parcel will be tied together using common architectural themes. He pointed out that Staff has asked that the wall of the outdoor storage area be similar in height to the remainder of the building in order to hide the storage areas and that the applicant use quality stone work and vibrant colors. The rear storage area views will be blocked by the use of solid gates, etc.

Staff finds that the request meets the requirements of the Zoning Ordinance, will result in compatible land use relationships, will produce a quality development which is consistent with the desired character for the area, and is in conformance with the General Plan and Freeway Corridor Plan. Staff recommends approval subject to seven stipulations. Mr. Galica noted a correction of the date from October 13, 2008 to November 13, 2008 in Stipulation No. 1.

Chairperson Iwanski invited questions for Staff.

Commissioner Cotera asked for clarification on the outdoor storage areas. Mr. Galica explained that each suite would have an enclosed space where machining and other primary industrial uses can take place, and each suite would have a small outdoor storage area in the back. The storage areas are not for storing vehicles or for anything that exceeds the height of the wall.

Commissioner Cotera asked for an example of items allowed in the storage areas. Mr. Galica explained that storage items could be pallets of construction materials, finished products, etc.

Commissioner Cotera expressed concern that from a four-story building, the walls would not block the view of the storage areas. Mr. Galica explained that the storage yards are required to face onto each other and cannot face public streets or the front of a building. He pointed out which direction the buildings would face.

Commissioner Cotera noted that from the fourth story of building three, one would be looking down over the storage unit. Mr. Galica explained that part of the intent to require the side walls to be at the building height is to block that view. Even from the third story, it will be difficult to see into the storage areas.

Commissioner Lageschulte asked why the side walls in the backs of the buildings were being raised to the height of the building. Mr. Galica explained that the stipulation is worded to allow for some variation in the wall height in order to help the aesthetics of the building form.

Vice Chair Demlong stated it appears that the screen wall is four feet lower than the rest of the building, but the storage yard wall appears lower on the back side. Mr. Galica explained that the intent is to only have the storage side wall raised and the remainder of the walls in the back can be varied at 6 or 8 feet.

Vice Chair Demlong asked if the storage walls would be sufficient to hide the storage areas. Mr. Galica replied that a 6 or 8 foot wall is pretty standard around a storage facility and nothing in excess of the height of the wall can be stored in the storage areas.

Vice Chair Demlong asked if Code Enforcement would be checking that no items higher than the walls were being stored. Mr. Galica confirmed that Code Enforcement would be able to issue a notice of violation if a tenant was in violation of the storage stipulations.

Vice Chair Demlong asked if four-sided architecture was required, as the back side of the site is not attractive. Mr. Galica explained that the slides shown were conceptual in nature and the final project at site plan will require continuous roof treatment and detailing on the backs of the buildings.

Vice Chair Demlong asked if the buildings are 4 to 6 stories, would there be sufficient surface parking. Mr. Galica replied that the applicant's proposal includes structured parking to meet the requirements.

Vice Chair Demlong asked how support retail differs from regular retail. Mr. Galica explained that support retail on the ground floor of a multi-story office building would include a pharmacy in a medical office building or a gift or sundry shop, etc., anything which would serve the tenants of the building more so than a general population.

Vice Chair Demlong asked if an auto parts store would be considered support retail. Mr. Galica stated the retail use must support an office building or office type of use. An auto parts store would not be considered support retail for an office building. Mr. Galica provided additional information that the retail sale of auto parts is currently allowed in the north 20 acres of the property because of its proximity to Roosevelt Street and the Automall— this use was approved with the original PAD and no change is requested.

Vice Chair Demlong asked why is the City deviating into phased off-site improvement development and if this was changing just for this project. Mr. Galica replied that the City Council will ultimately decide if this is a policy shift they are interested in taking. For years it has been a requirement that all off-site improvements be constructed as part of the first phase. Staff is receiving increased requests to amend phasing plans, most likely due to economic conditions and inability to get financing for some of the improvements. Staff is not taking a position on the matter and is deferring to City Council, as it is not so much a planning decision as a policy decision.

Vice Chair Demlong asked what are the costs and benefits of switching to allow for the phased construction of off-site improvements. Mr. Galica replied that from the City's standpoint, the benefits of getting all infrastructure in with the first phase is that a single street will not have to be ripped up multiple times since everything is built and functioning at the same time. With a phased approach, it may create street closures and inconveniences to motorists in the future. Mr. Galica stated that the applicant can perhaps better explain the economic drivers behind their request for phased construction of off-site improvements, although staff understands that it is not as easy to get financing for off-site improvements currently. The City Council will need to decide if this is a shift in policy worth taking.

Vice Chair Demlong asked if a potential risk would be if the developer did phased off-site improvements, the street would be half way completed for half of the project and the other part would be not completed. Mr. Galica replied that is not a possibility as staff understands it. The City Engineer would require the entire length of a street constructed with development adjacent to it. Where this policy shift would come into play would be allowing the developer to defer construction of, say, 103rd Avenue, if the first phase of the project didn't reach 103rd. Current policy would require all four streets around the project be built regardless if development of the first phase directly abuts them.

Commissioner Cotera asked what the elevation heights for the flex office buildings are. Mr. Galica believed the heights were approximately 26', 2" to the top of the building.

Commissioner Cotera stated there would be a 25' wall and a 60' four-story building, and a person would be looking out the window of the building over the wall into a storage area. Her concern is regarding Building Three and the hotel, which will be looking out over the storage units. Mr. Galica stated that a master site plan will come before the Planning Commission, and Staff will be happy to work through these issues with the architect. He pointed out that the building may be 60' in height, but generally the floor level of a four-story building would only be 40', while eye level is at 46', so that may or may not make a difference.

Commissioner Cotera stated she would like to see a rendering in third dimension of what people in building three and the hotel can see when they look out over the storage space. Mr. Galica stated that Staff would ask the applicant to provide such a drawing when they submitted for site plan approval.

Chairperson Iwanski invited the applicant to address the Commission.

Lynne LaGarde, Earl, Curley & LaGarde, 3101 N. Central Ave., Phoenix, AZ, stated the storage areas would not be a primary use and there will be restrictions. The hotel will be looking to the north at car lots. While they share the Commission's concern, they believe they will be able to manage the concern. The third office building is the only building that might potentially see some storage. She pointed out that the storage area is restricted to 25 percent of the foot print and the storage areas are to accommodate small business users. They believe that is the kind of use that Avondale needs right now, as the City has a lot of vacant employment acreage. The Freeway Corridor Specific Plan was amended to allow more height along freeways, and they are lucky to have the buffer of the automobile dealership uses. The offices will be visible from the freeway, but not right on top of it. The Employment District Ordinance was amended and an allowed use is accessory outdoor storage. There are some instances where businesses need storage areas and it makes sense to allow them. They are taking advantage of the height and accessory outdoor storage uses to create their Commerce Park use. Ms. LaGarde explained that the support retail use they envision is coffee, card, and copy shop uses. The County indicated if they are going to build a courthouse building, they would like a restaurant or coffee shop. They see the flex outdoor storage uses as a transition use between the auto dealerships and their office buildings. They are doing extra landscaping, which they think will help. If they build the greater height, they will have to meet even higher standards relative to landscaping, parking and screening, as well as additional public art. Ms. LaGarde stated the first phase will be the outdoor storage office use. They are fully prepared to build all the full half-street improvements of Roosevelt Street and they will do part of 103rd Avenue just to their driveway. The economic reality is that to do the full half-street perimeters around 40 acres when they are developing not quite 20 acres is a cost of over 2 million dollars and would prohibit them from starting the first phase of outdoor storage and office. They hope the remainder of the property will not be vacant for very long, at which time they will complete the remaining streets.

Chairperson Iwanski invited questions and comments from the Commissioners.

Commissioner Cotera asked for background on the owners. Ms. LaGarde explained that she has been representing the applicant for several years on high-end office, employment and outdoor storage uses.

Michael Blenis, Paragon Properties, P. O. Box 5061, Carefree, AZ, stated they have been in existence for approximately 30 years. He explained that they buy different developments under separate LLCs, but Paragon Properties is the primary entity. The business began in Colorado Springs, Colorado and moved to

the Valley in 1995. They have operations in Colorado Springs, South Padre Island, and Denver, Colorado, and 80 percent of their projects are in the Valley in Scottsdale, Carefree, Mesa and now here in Avondale.

Commissioner Cotera stated her concern is with a phased development, she wanted to make sure the company has been around for a while so that the economic downturn is something they can weather. Mr. Blenis stated it was his hope to weather the economic downturn because it is his livelihood. One of the reasons they request to phase the construction of off-site improvements is because of the economic tough times. He noted that if they were building this project three years ago, they would have it sold before they broke ground.

Commissioner Cotera asked if the phased development of off-site improvements was just an acknowledgment of the reality of the market and something the developers would prefer not to do. Mr. Blenis replied it is a sign of the times; however, when they do a project like this, they would prefer to build the off-site improvements at once. He noted they save some economies of scale if the improvements are done all at once, so they have to weigh the savings to do a phased approach. When the economy turns, they will complete all the off-site improvements.

Ms. LaGarde added that the general MO of Paragon Properties is to get things done efficiently and quickly.

Vice Chair Demlong asked if at phase one the developer will complete all of Roosevelt Street and all the way down 103rd Avenue to the end of the first proposed phase. Ms. LaGarde stated that is their proposal and she assured the Commission that they will build at least that much. They would like to end 103rd Avenue at the driveway and not take it all the way down to Pierce Street because there is nothing there. When they return with their master site plan, the Commission will see how the phasing will be completed. At that time the Commission will have a second look at the project.

Mr. Galica interjected it is Staff's position that no piecemeal development of streets be allowed, meaning if a developer is going to work on one street, they have to finish that one street. If the first phase is the flex buildings with outdoor storage at the southwest corner of 103rd and Roosevelt, City engineers would require all of the south half-street of Roosevelt Street, and also the west half-street of 103rd Avenue all the way down to Pierce Street. While the developer would like to do only a portion of 103rd Avenue, that will take an amendment to the stipulation because it is clear that piecemeal construction will not be allowed.

Vice Chair Demlong stated he totally understands the problem with putting all the investment into infrastructure that may sit there for five years; however, Staff is looking out for the best interest of the citizens of Avondale. Ms. LaGarde responded that they are totally comfortable with completing Roosevelt Street. Their question is how far 103rd Avenue will need to be completed and what constitutes a piecemeal street. They have been asked by Staff to come back with their estimates and make an argument on how much of the street to put in.

Mr. Blenis echoed that he understands what the City is trying to accomplish. They would like to stop 103rd Avenue at their internal drive versus coming all the way down to Pierce Street because there is nothing there. He is hoping they can show Staff that they can still do what is required by the City and still not have the street appear piecemeal, and therein not get so onerous from an economic standpoint. He noted that some of the costs have gone down and they hope to take advantage of that. They would like to be allowed to work with Staff and then come back for final approval once they reach agreement with Staff.

Vice Chair Demlong stated that the cost of asphalt and concrete has come down tremendously since August and September. He hopes the applicant realizes this is a big deviation for the City to even consider. Mr. Blenis stated they are excited about doing the project. He noted that one of the things they are facing in these economic times is from a lender standpoint requirement to get things done.

Commissioner Lageschulte asked if Pierce Street goes all the way through. Mr. Galica replied that Pierce Street currently ends at 105th Avenue. He clarified that if the Commission would like to offer the applicant more flexibility as far as the phasing of 103rd Avenue than what Staff is proposing in the stipulation, he

would suggest revising the language of the stipulation in the Commission's motion. The intent of Staff with the stipulation as written is to require the entire length of 103rd Avenue.

Vice Chair Demlong referred to Stipulation 2a and asked how that stipulation would have to change. Chris Schmaltz, City Attorney, stated that it appears that none of the stipulations directly address the phasing question. The issue is that phasing is not specifically referred to, and the change with regard to phasing is not a stipulated item, but rather a change in the general narrative of how the off-site improvements will be phased.

Vice Chair Demlong asked if a stipulation can be added that reads "All off-site improvements adjacent to the project phase will be developed." Mr. Galica stated if that were the case and the hotel parcel, for instance, is the first phase, the developer would only have to do the first 200' of Roosevelt Street. He stated the City's intent by requiring the entire length of the street is to reduce the number of times any particular street is torn up because it causes an inconvenience for Avondale motorists. The preference is that once the street is built, it will not be under construction again for, hopefully, a number of years.

Vice Chair Demlong asked if there is enough discussion for Staff to know the intent of the Commission. Tracy Stevens, Planning Manager, Development Services Department, replied that they can continue to work with the applicant, look at revising the phasing schedule, or introduce a stipulation.

Chris Schmaltz, City Attorney, interjected that the phasing requirements are on Page 18. The phasing can be addressed in an additional stipulation with regard to amending the phasing schedule to reflect the applicant's request to only complete the west half of 103rd Avenue, or the phasing language can be modified. The Commission's motion of approval can give generalized direction in that regard. As the stipulation reads right now, all of 103rd Avenue all the way down to Pierce Street is required to be built in the first phase.

Commissioner Lageschulte asked if the Commission can add a stipulation that states the applicant will complete Roosevelt Street, the main street, in the first phase, and the applicant will work with Staff to complete 103rd Avenue as the project is developed. He asked why the applicant should build 103rd Avenue all the way to Pierce Street when Pierce Street is not complete. It seems ridiculous to him to put asphalt in the middle of a field when there is nothing on the other end to meet up with.

Commissioner Cotera stated all four streets are designated as collector streets. She asked if the Commission can provide Staff with a stipulation stating that Staff will work with the developer to come up with an economically viable plan for all streets other than Roosevelt Street. Ms. LaGarde stated the Commission can stipulate that they put in the half-street improvements to Roosevelt Street. The issue is 103rd Avenue. Pierce Street does not go through and there is nothing but fields out there. They have been told they have to put in all of 103rd Avenue, but barricade the road at their entry, which does not make sense to them. They would like the flexibility to continue to work with Staff to address that issue. She thinks that the way the PAD and the stipulations are drafted, they already have the issue covered, and for the Commissioners' comfort, they can agree to an additional stipulation.

Mr. Galica commented that while a street may currently go to nowhere, if the development to the east does develop and Pierce Street is constructed on that parcel, then there will be gap between two projects where Pierce Street is not constructed. If the property to the east develops prior to the office portion of the subject project, then the City could be stuck with a hole in a donut. Mr. Galica stated that it is left to the discretion of the Planning Commission to craft a stipulation. Staff's preference, made clear to the Planning Division by the Engineering Department, is that piecemeal construction of a street, for example requiring only a portion of 103rd Avenue to be completed as part of a phase, is not acceptable to them. Mr. Galica noted that the proposed changes are already reducing the burden on the applicant by 50 percent, meaning 105th Avenue and Pierce Street could be deferred to a later phase, and that is a big compromise for the City from a historic sense. It would be difficult for the engineering department to coordinate the various problems that could result from doing half of 103rd Avenue in one phase and the remaining half in an additional phase. Again, Staff's preference is to require that the entire length of a street be completed in the first phase.

Commissioner Lageschulte stated he would hate to see the City to lose a project in these tough economic times if the City cannot work with a developer through phasing. He suggested a stipulation that if the project to the south is completed, at that time Staff will have to talk to the developer of this project about finishing 103rd Avenue up to Pierce Street. He reiterated he would hate to lose a project because the applicant will have to put out another million dollars to finish a street that may sit there for five or eight years. He stated Staff will have to redo their thinking regarding phasing of projects during these economic times. Mr. Galica stated that the ideal solution would be to tie the construction of 103rd Avenue to the construction of improvements on an adjacent project however staff cannot stipulate any improvements based on what happens on another property owned by a different property owner. It is within the Commissioners' rights to craft a stipulation how they see fit.

Vice Chair Demlong asked if the applicant has committed to complete Roosevelt Street and half of 103rd Avenue to Pierce Street. Ms. LaGarde confirmed they are committed to do that.

Vice Chair Demlong asked if any major utilities would be going up 103rd Avenue, so that if a street is put in, it will need to be ripped up. Mr. Galica replied that there will most likely be water and sewer lines running in 103rd Avenue and that would be designed at a later stage.

Vice Chair Demlong asked if the full needs of the property on the north half will be accommodated when they first run the lines. He does not want to tear the street up two or three times. Mr. Galica replied that what genally happens is a line is run down a particular street and it is stubbed into the property.

Mr. Blenis stated he is pretty sure they can pull the utilities off of Roosevelt Street and do the half-street there so that they will not be pulling utilities on the other street. He does not see a need for pulling the utilities from the south up to the north at this time.

Vice Chair Demlong asked if the applicant has no problems doing the off-site improvements along 103rd Avenue adjacent to phase one of this project. Mr. Blenis stated that is correct, they just want the flexibility to work with Staff.

Chairperson Iwanski stated that given the economic reality, every level of government is trying to address working with private sector interests to get projects moving, people employed, and wealth generated. However, the City is not ready to roll over in terms of off-site improvements willy-nilly. The planning and engineering departments have their requirements and parameters. He feels strongly this is a City Council level policy issue. There is a lot of sympathy on the part of the Commission, but this really is a public policy decision. While he would love to deal with this issue tonight, this is a Mayor and Council decision in his judgment.

Vice Chair Demlong asked if there are any problems with a stipulation that reads "Off-site improvements associated with phase one to include the entire length of Roosevelt Street and 103rd Avenue adjacent to phase one." Mr. Galica replied that the problem with that language is that the phasing will not be determined until the master site plan comes in. The portion of the property being discussed as phase one tonight is not locked in and the developer may determine that a different portion of the site would be the first phase. He hesitates to mention specific street names in any stipulation about phasing.

Chris Schmaltz, City Attorney, concurred that the applicant states what the first phase will be, but that may change. Therefore a reference to a specific phase and specific streets could create an issue in terms of application. If someone comes in to develop the southern half, then that would be phase one.

Commissioner Cotera suggested a stipulation that reads "Staff may consider additional phasing of off-site infrastructure based on economic viability considerations provided by the developer with input from engineering." She suggested the Commission does not have enough data tonight in order to make this decision tonight. She would like language to encourage the applicant to continue to work with Staff because they want to make sure this is an economically viable project. Mr. Galica stated he thinks the suggested stipulation is very good and the only change he would make to the language is "if approved by the City Engineer" rather than "with input from engineering".

Commissioner Cotera suggested the stipulation language to read “Staff may consider additional phasing of off-site infrastructure based on economic viability considerations provided by the developer in conjunction with input from engineering.” Mr. Galica stated he would prefer the language to read “subject to the approval of the City Engineer.”

Chairperson Iwanski asked for input from counsel. Chris Schmaltz, City Attorney, stated that if the intent of the stipulation is to send a message with regard to recognition of the requested phasing with regard to the project, then Commissioner Cotera’s stipulation does that. Approval of improvements has to go through the City Engineer in any case.

Chairperson Iwanski invited comments for the applicant and the applicant’s representative and heard none. Chairperson Iwanski invited questions for the applicant or staff from the Commission.

Commissioner Cotera asked should the language read “input from engineering or subject to the approval from engineering.” Mr. Schmaltz replied that Staff’s recommendation would be “subject to approval from the City Engineer.”

Tracy Stevens, Planning Manager, Development Services Department, asked the Commission to keep in mind that there will be another opportunity to review this project as the site plan tonight is very conceptual in nature. Staff will be working with the applicant and there are a lot of safety nets in the actual narrative and approved PAD.

Chairperson Iwanski stated there is a tendency to overanalyze projects, but obviously this project is important to the Commission.

Chairperson Iwanski opened item Z-07-13 for public hearing. There were no requests to speak. Chairperson Iwanski closed the public hearing. Chairperson Iwanski entertained a motion.

Commissioner Cotera **MOVED** that the Planning Commission accept the findings and recommend approval of application Z-07-13, a request to amend the Three Rivers Planned Area Development (PAD) subject to the seven Staff-recommended conditions of approval, plus the Commission stipulation that Staff may consider additional phasing of offsite infrastructure based on economic viability considerations provided by the developer subject to input and approval from the City Engineer, and also correcting Stipulation No. 1 to read “stamped November 13, 2008” rather than October 13, 2008. Vice Chair Demlong **SECONDED** the motion.

1. Development of the subject property shall conform to the Three Rivers North PAD Amendment Narrative and Conceptual Building Elevations date stamped November 13, 2008, except as modified by these stipulations.
2. The stipulations of approval for the Three Rivers Planned Area Development, Ordinance 1165-106, shall remain in full force and effect on the subject property, except as follows:
 - a. Stipulation #3 of Ordinance 1165-106 shall be revised to read, “Access to all parcels shall be determined at the time of Master Site Plan approval with only limited direct access allowed on Roosevelt Street, Van Buren Street, 103rd Avenue or 105th Avenue, subject to receiving City Approval and meeting engineering requirements.”
 - b. Stipulation #4 of Ordinance 1165-106 shall be deleted in its entirety.
 - c. Stipulation #10 of Ordinance 1165-106 shall be deleted in its entirety.
3. Development of the southern 40 acres of the original Three Rivers PAD is not subject to this amendment. Development on that parcel shall conform to Ordinance 1165-106.
4. Office development on the southern 20 acres of the Three Rivers north parcel shall meet standards for “Class A” office construction as understood in the Phoenix Metropolitan Region.

5. Outdoor storage areas shall be interior oriented and may not face onto perimeter streets or primary drive aisles. Storage enclosure walls on the ends of the building shall be raised and designed to be consistent with and look similar to side building walls to maximize screening at the end locations.
6. Development on the site shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
7. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.
8. Staff may consider additional phasing of offsite infrastructure based on economic viability considerations provided by the developer subject to input and approval from the City Engineer.

Chairperson Iwanski opened the floor for discussion. There were no further comments. Chairperson Iwanski **CALLED** for a roll call vote.

ROLL CALL VOTE

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

The motion passed unanimously.

ORDINANCE NO. 1339-1208

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE GENERAL DEVELOPMENT PLAN AND PROGRAM AND STIPULATIONS OF ZONING APPROVAL IN ORDINANCE 1165-106 FOR THE THREE RIVERS COMMERCE PARK PAD FOR APPROXIMATELY 80 ACRES LOCATED AT THE SOUTHEAST CORNER OF ROOSEVELT STREET AND 105TH AVENUE AS SHOWN IN FILENAME Z-07-13.

WHEREAS, on January 17, 2006, the Council of the City of Avondale (the “City Council”) approved the Three Rivers Commerce Park PAD rezoning for approximately 80 acres of real property located at the southeast corner of 105th Avenue and Roosevelt Street (the “Subject Property”).; and

WHEREAS, the City Council desires to amend the Roosevelt Park PAD Development Plan and Program, specifically pertaining to the northernmost 40 acres of the Subject Property as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, to (i) increase the maximum allowable building height from two to six stories, (ii) revise the permitted uses to allow restricted accessory outdoor storage and support retail uses, and (iii) amend related stipulations.; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, November 20, 2008, on this Ordinance pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended to the City Council that this Ordinance be approved; and

WHEREAS, the City Council held a public hearing regarding this Ordinance on Monday, December 8, 2008.

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

SECTION 1. That the Three Rivers Planned Area Development (PAD) is hereby amended, as shown in File Z-07-13, subject to the following conditions:

1. Development of the subject property shall conform to the Three Rivers North PAD Amendment Narrative and Conceptual Building Elevations date stamped October 13, 2008, except as modified by these stipulations.
2. The stipulations of approval for the Three Rivers Planned Area Development, Ordinance 1165-106, shall remain in full force and effect on the subject property, except as follows:
 - a. Stipulation #3 of Ordinance 1165-106 shall be revised to read, “Access to all parcels shall be determined at the time of Master Site Plan approval with only limited direct access allowed on Roosevelt Street, Van Buren Street, 103rd Avenue or 105th Avenue, subject to receiving City approval and meeting engineering requirements.”
 - b. Stipulation #4 of Ordinance 1165-106 shall be deleted in its entirety.
 - c. Stipulation #10 of Ordinance 1165-106 shall be deleted in its entirety.
3. Development of the southern 40 acres of the original Three Rivers PAD is not subject to this amendment. Development on that parcel shall conform to Ordinance 1165-106.
4. Office development on the southern 20 acres of the Three Rivers north parcel shall meet standards for “Class A” office construction as understood in the Phoenix Metropolitan Region.
5. Outdoor storage areas shall be interior oriented and may not face onto perimeter streets or primary drive aisles. Storage enclosure walls on the ends of the building shall be raised and designed to be consistent with and look similar to side building walls to maximize screening at the end locations.
6. Development on the site shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
7. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.
8. Staff may consider additional phasing of offsite infrastructure based on economic viability considerations provided by the developer subject to input and approval from the City Engineer.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 8, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

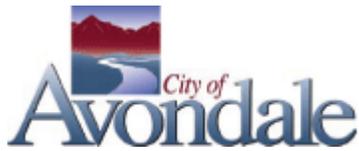
EXHIBIT A
TO
ORDINANCE NO. 1339-1208

[Map and Legal Description]

See following pages.

EXHIBIT "A"

LOT 1, OF THREE RIVERS COMMERCE PARK ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 899 OF MAPS, PAGE 13.



CITY COUNCIL REPORT

SUBJECT:
PAD Zoning District Reversions for Four Properties

MEETING DATE:
December 8, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

This is a request to initiate an amendment to the zoning map to revert the zoning classification of four expired Planned Area Development Zoning Districts (PAD).

BACKGROUND:

The City of Avondale Zoning Ordinance, Section 6, Planned Area Development, requires that a property owner commence development of an area zoned PAD within two years of the date of the PAD approval or it will become null and void. Upon a PAD becoming null and void, the City Council is required by the Zoning Ordinance to initiate an amendment to the zoning map to revert the zoning classification back to its prior designation. The four projects listed below (two approved in 2000, one in 2005 and one in 2006) have failed to satisfy the requirement that development commence on the property within the required time and, therefore, the City Council must revert the properties to their prior zoning designation.

DISCUSSION:

The following are PAD projects that have failed to commence development within the two (2) year time limit:

1. Z00-421-A
 - a. Current Case # Z-08-13
 - b. Ordinance # 730-00
 - c. Reverting zoning to R1-6 (Single Family Residential)
 - d. Located at the west of the southwest corner of El Mirage Road and Buckeye Road
2. Z00-010-A
 - a. Current Case # Z-08-14
 - b. Ordinance # 738-00
 - c. Reverting zoning to AG (Agricultural)
 - d. Located at the northwest corner of Avondale Boulevard and Van Buren Street
3. Z-05-4
 - a. Current Case # Z-08-15
 - b. Ordinance # 1124-05
 - c. Reverting zoning to AG
 - d. Located at the northeast corner of Thomas Road and 107th Avenue
4. Z-05-20
 - a. Current Case # Z-08-16
 - b. Ordinance # 1176-306
 - c. Reverting zoning to AG
 - d. Located at the northwest corner of Avondale Boulevard and Corporate Drive Alignment

RECOMMENDATION:

Staff recommends that the City Council initiate an amendment to the zoning map to revert each of the subject projects' zoning classification to its prior designation in accordance with the requirements in Section 607.A-B of the Avondale Zoning Ordinance.

ATTACHMENTS:

Click to download

 [Ordinance 730-00](#)

 [Ordinance 738-00](#)

 [Ordinance 1124-05](#)

 [Ordinance 1176-306](#)

ORDINANCE NO. 730-00

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF AVONDALE AND CHANGING THE ZONING DESIGNATION OF CERTAIN REAL PROPERTY FROM R1-6 (SINGLE-FAMILY RESIDENTIAL) TO C-2/PADD (COMMUNITY COMMERCIAL PLANNED AREA DEVELOPMENT DISTRICT) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, as follows:

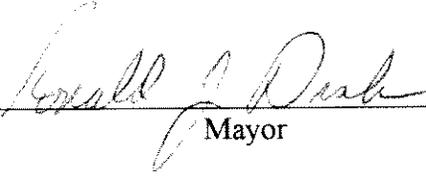
SECTION 1. Pursuant to the application denominated Z00-004-A, the Zoning map of the City of Avondale is hereby amended subject to the conditions set forth herein to reflect that the real property described in Exhibit "A" attached hereto shall constitute a C-2/PADD (COMMUNITY COMMERCIAL PLANNED AREA DEVELOPMENT DISTRICT) as such district is defined in the Zoning Ordinance of the City of Avondale.

SECTION 2. The amendment to the Zoning Map referred to above is expressly conditioned on the following:

- a. That the applicants combine site area under one legal description;
- b. Prior to the issuance of any permits for development of the site, a final landscape plan be approved by the Avondale Community Development;
- c. Prior to development of the site, improvement, grading, drainage and retention plans be approved by the Avondale Public Works Department;
- d. Development and use of the site comply with fire hydrant placement and other fire protection as deemed necessary by Avondale Fire Department.
- e. Exterior walls be built first.

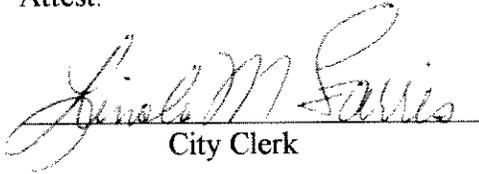
PASSED AND ADOPTED by the Mayor and Council of the City

of Avondale, Arizona, this 17th of April, 2000.



Mayor

Attest:



City Clerk

Approved as to form:



City Attorney

ORDINANCE NO. 738-00

AN ORDINANCE OF THE CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING MAP FOR PROPERTY AS SHOWN IN FILENAME Z00-010-A FROM AG (AGRICULTURAL) TO PADD (PLANNED AREA DEVELOPMENT DISTRICT), C-2 (COMMUNITY COMMERCIAL) AND CP (COMMERCE PARK) AND IMPOSING CONDITIONS UPON SUCH CHANGE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Avondale, approved the City of Avondale Zoning Map and the City of Avondale now desires to amend the City of Avondale Zoning Map pursuant to A.R.S. Section 9-462.04; and,

WHEREAS, all due and proper notices of public hearings on the intended amendment to be held before the City of Avondale Planning and Zoning Commission and the Mayor and Council of the City of Avondale, Arizona were given in the time, form, substance and manner provided by A.R.S. Section 9-462.04; and

WHEREAS, the City of Avondale Planning and Zoning Commission held a public hearing on Wednesday, May 17, 2000, on the amendment to the City of Avondale Zoning Map as pursuant to such notices and as required by A.R.S. Section 9-462.04; and

WHEREAS, the City of Avondale Mayor and Council held a public meeting hearing on June 19, 2000, on the amendment to the City of Avondale Zoning Map; and

WHEREAS, the City of Avondale Planning and Zoning Commission recommends to the Avondale Mayor and Council that the proposal to amend the City of Avondale Zoning map be approved to change the designation from AG (Agricultural) to PADD (Planned Area Development District), C-2 (Community Commercial) and CP (Commerce Park) and imposing conditions.

NOW, THEREFORE, be it Ordained by the Mayor and Council of the City of Avondale, Maricopa County, Arizona as follows:

SECTION 1: AMENDMENT OF THE ZONING MAP. A Parcel of land, as shown in filename Z00-010-A, more accurately described in Attachment A, in Avondale, Maricopa County, Arizona located at the northwest corner of 115th Avenue and Van Buren Street, is hereby conditionally rezoned from AG (Agricultural) to PADD (Planned Area Development District), C-2 (Community Commercial) and CP (Commerce Park) subject to the following conditions:

1. Project shall comply with the rezoning application and project narrative.
2. Project shall accommodate a 40' half-street alignment on the north property line as determined by the City Engineer.
3. Project shall provide a 20' landscaped setback along 115th Avenue and Van Buren Street.
4. Main Project Monument to match project theme shall be designed and constructed as part of Phase I. Main Project Monument shall be located at the southeast corner of the project boundary and shall comply with the City's design review requirements.
5. All development shall meet design requirements as provided for in the City of Avondale Zoning Ordinance and the Freeway Corridor Specific Plan.

SECTION 2: SEVERABILITY. If any provision of this resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3: EFFECTIVE DATE. This amendment herein shall become effective as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Avondale, Arizona this 19th day of June 2000.



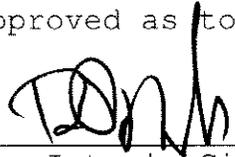
Mayor

Attest:



City Clerk

Approved as to form:



Interim City Attorney

ORDINANCE NO. 1124-05

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 14.6 ACRES OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF THOMAS ROAD AND 107TH AVENUE AS SHOWN IN FILENAME Z-05-4, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, June 16, 2005, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on July 18, 2005.

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

SECTION 1. That ± 14.6 acres of certain real property generally located at the northeast corner of Thomas Road and 107th Avenue as shown in filename Z-05-4 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall conform to the Avalon Estates Development Plan and narrative date stamped June 7, 2005 except as modified by these stipulations.
2. Street improvements shall be required as follows:

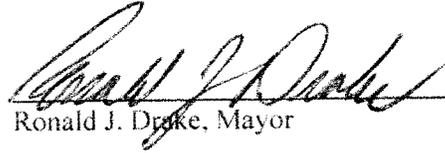
Street	Street Improvements
107 th Avenue	Sidewalks and landscaping.
Thomas Road	Sidewalks and landscaping.
106 th Avenue	Ribbon curb and landscaping.
Earll Drive	Sidewalk, curb, and landscaping.

3. All water rights shall be conveyed to the City of Avondale prior to the issuance of a grading permit.
4. The house plans shall be in substantial conformance to the style and character of the elevations provided in the PAD narrative.
5. The Home Owners' Association shall maintain adjacent right-of-way landscaping, including medians, and include the maintenance responsibility on the final plat and in the project Covenants, Codes and Restrictions.
6. For homes that side onto an arterial street, the minimum side yard setback shall be 30 feet measured from the arterial street right of way.
7. All perimeter walls, sidewalk, and landscaping shall be completed during the first phase of development.
8. All conditional uses shall be processed and evaluated in accordance with Section 108: *Conditional Use Permits* of the City of Avondale Zoning Ordinance.
9. The developer shall be responsible for reimbursement of capital improvement costs on 107th Avenue and Thomas Road equivalent to one lane on Thomas Road, one lane on 107th Avenue, and associated street lights, curb, gutter, and land as determined by the City Engineer. Such reimbursement shall occur prior to the issuance of a grading permit for the subject property.
10. Vehicular access from 106th Avenue to Thomas Road shall not be provided.
11. No more than two, two-story homes shall be built next to each other on lots adjacent to Earll Drive, Thomas Road and 107th Avenue. In addition, two-story homes shall be prohibited on lots 3, 21, 25, 26, 30 and 31, and no more than three, two-story homes shall be built next to each other on lots adjacent to 106th Avenue. These restrictions shall be noted on the final plat and in the Covenants, Codes and Restrictions.
12. The Covenants, Codes and Restrictions shall be recorded concurrent with the final plat.
13. A sign shall be prominently displayed in the sales office, a note shall be included in the Covenants, Conditions and Restrictions, and buyers shall sign an affidavit of notification regarding the designated public school locations.

SECTION 2. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, July 18, 2005.



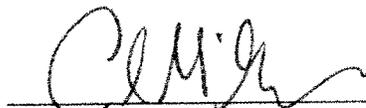
Ronald J. Drake, Mayor

ATTEST:



Linda M. Farris, City Clerk

APPROVED:



Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1124-05

[Map and Legal Description]

See following pages.

Legal Description of Property

PARCEL NO. 1

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN GLENARM FARMS UNIT 5, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 158 OF MAPS, PAGE 39; AND

FURTHER EXCEPTING ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF 107TH AVENUE; AND

FURTHER EXCEPTING ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF THOMAS ROAD; AND

FURTHER EXCEPTING THE SOUTH 265.64 FEET OF THE WEST 265.64 FEET OF SAID SECTION 29.

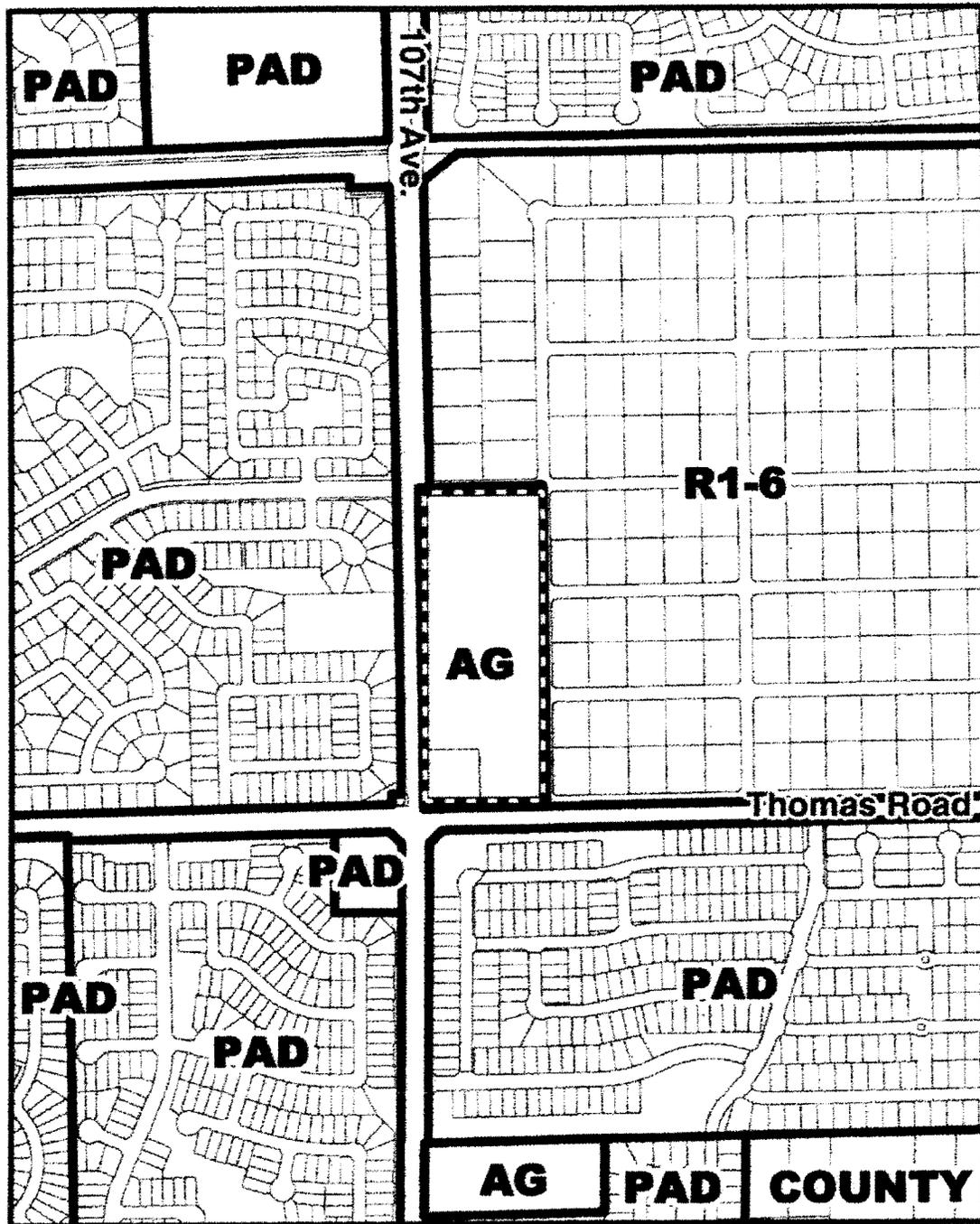
PARCEL NO. 2

THE SOUTH 265.64 FEET OF THE WEST 265.64 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN GLENARM FARMS UNIT 5, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 158 OF MAPS, PAGE 39; AND

FURTHER EXCEPTING ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF 107TH AVENUE; AND

FURTHER EXCEPTING ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF THOMAS ROAD



Map of Property



Subject Property



ORDINANCE NO. 1176-306

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 18.14 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF AVONDALE BOULEVARD AND CORPORATE DRIVE AS SHOWN IN FILENAME Z-05-20, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 16, 2006, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on March 20, 2006.

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

SECTION 1. That ± 18.14 acres of real property located at the northwest corner of Avondale Boulevard and Corporate Drive as shown in filename Z-05-20 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the City Pointe development plan and narrative dated February 6, 2006, except as modified by these stipulations.
2. The required development standards shall be as shown in the City Pointe narrative request dated February 6, 2006, except as modified by these stipulations.
3. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.

4. The developer will allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat.
5. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to recordation of the final plat.
6. Perimeter street improvements along Avondale Boulevard, Corporate Drive, 117th Avenue, and the new public street along the northern boundary of the property shall be constructed with the first phase of development.
7. The developer shall be responsible for 25% of the cost of a traffic signal at the intersection of Avondale Boulevard and Corporate Drive as determined by the City Engineer.
8. Street improvements shall be required as follows, as determined by the City Engineer:

<i>Street</i>	<i>Required ROW Width</i>	<i>Required Improvements</i>
Avondale Boulevard	65' (half-street)	Detached sidewalk and landscaping. Deceleration lanes if deemed necessary by City Engineer at the time of master site plan approval
Corporate Drive	40' (half-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.
117th Avenue	30' (half-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.
Collector Street	30' (half-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.

9. The required half-width street right-of way shall be dedicated at the time of final plat, approval as determined by the City Engineer.
10. Street improvements shall comply with the recommendations outlined in the City Pointe Traffic Impact Study dated January 20, 2006.
11. A final plat shall be approved by the City Council and recorded prior to the issuance of the first building permit.
12. A cross-access easement shall be provided between the subject property and the one-acre exception parcel to the east. The exact location of the cross-access easement shall be determined at the time of Master Site Plan approval for the Mixed Use Commercial area.
13. All proposed buildings, including those of franchise users, shall substantially conform to the architectural character and design criteria defined in the PAD narrative dated February 6, 2006.
14. Restaurants with drive-thru or drive-in facilities shall be prohibited.

15. Coffee shops with drive-thru facilities shall require a Conditional Use Permit.
16. The developer shall provide at least one (1) pedestrian refuge area and outdoor plaza per building. Pedestrian refuge areas shall consist of a minimum of 50 square feet, one (1) seating bench, two (2) trees, and six (6) shrubs. Shade canopies may be provided in lieu of trees. Each area shall be separate and distinct.
17. The developer shall provide at least one (1) outdoor plaza or courtyard per lot. Each plaza or courtyard shall be a minimum of 500 square feet. Plazas and courtyards shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, on-site furniture and shade coverage.
18. Parking canopy lights shall be fully screened.
19. The hotel elevations and site layout included in the PAD narrative are provided as an illustration of potential concept only and is not approved with the zoning. The hotel elevations and site layout shall be reviewed and approved at the time of master site plan approval.
20. Air conditioning units for the hotels shall be in-wall units and screened or camouflaged as determined at the time of master site plan approval. Window air conditioning units are prohibited.
21. A Master Site Plan for the "Mixed Use Commercial Area" shall be submitted for City Council review and approval prior to or concurrent with the first Individual Site Plan for development of the Mixed Use Commercial area. Individual Site Plans shall be approved administratively once the Master Site Plan has been approved.
22. A Master Internal Circulation Plan for the "Mixed Use Commercial Area" shall be submitted for staff review and approval prior to approval of the Master Site Plan for development of the Mixed Use Commercial area.
23. Signs shall conform to the City Pointe Comprehensive Sign Program date stamped February 6, 2006, except as follows:
 - a. The final design of all freestanding signs shall be determined at the time of Master Site Plan approval.
 - b. The sign area for pad building wall signs shall be 1 square foot of sign area per linear foot of building frontage for the front elevation and ½ square foot of sign area per linear foot of building frontage for additional elevations.
 - c. The proposed standards for shop building wall signs shall apply to all multi-tenant buildings, including retail shop and office buildings.
 - d. The height of the multi-tenant identification sign on Avondale Boulevard shall be 10 feet.
24. Multi-story office buildings shall be developed in the mixed use commercial area as determined at the time of master site plan review.

SECTION 2. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 20, 2006.


Marie Lopez Rogers, Mayor

ATTEST:


Linda M. Farris, City Clerk

APPROVED:

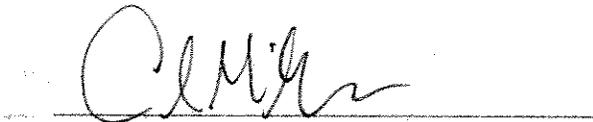

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1176-306

[Legal description and map of the Property]

See following pages.

EXHIBIT A
TO
ORDINANCE NO. 1176-306

[Legal description and map of the Property]

See following pages.

Legal Description For The Hospitality Area Of City Pointe

Commencing from a found brass cap in hand hole at the East Quarter Corner of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Thence S 00°02'19" E a distance of 682.48' along the east line of said section 1, also being the centerline of 115th Ave., also known as Avondale Boulevard; Thence N 89°53'20" W a distance of 810.61 feet to the True Point Of Beginning.

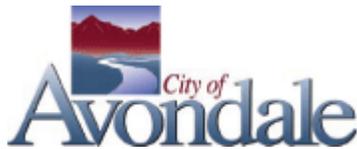
Thence S 00°06'46" W a distance of 332.92 feet;
Thence S 00°14'46" E a distance of 333.36 feet;
Thence N 89°53'18" W a distance of 508.97 feet;
Thence N 00°05'23" W a distance of 333.30 feet
Thence N 00°00'21" E a distance of 332.97 feet;
Thence S 89°53'20" E a distance of 508.68 feet to the True Point Of Beginning, containing approximately 338,803 square feet or 7.7778 acres.

Legal Description For The Mixed Use Commercial Area Of City Pointe

Commencing from a found brass cap in hand hole at the East Quarter Corner of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Thence S 00°02'19" E a distance of 682.48 feet along the east line of said section 1, also being the centerline of 115th Ave., also known as Avondale Boulevard; Thence N 89°53'20" W a distance of 65.00 feet to the True Point Of Beginning.

Thence S 00°02'08" E a distance of 332.92 feet;
Thence N 89°52'34" W a distance of 235.94 feet;
Thence S 00°02'32" E a distance of 162.75 feet;
Thence S 89°54'34" E a distance of 235.85 feet;
Thence S 00°03'03" E a distance of 170.75 feet;
Thence N 89°53'18" W a distance of 735.05 feet;
Thence N 00°3'42" W a distance of 333.36 feet;
Thence N 00°04'20" E a distance of 332.92 feet;
Thence S 89°53'20" E a distance of 735.44 feet to the True Point Of Beginning, containing approximately 451,798 square feet or 10.3719 acres.



CITY COUNCIL REPORT

SUBJECT:

Amendment No. 4 to the Design-Build Contract with Landscapes Unlimited for Phase II of Festival Fields

MEETING DATE:

December 8, 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 approve Amendment No. 4 to the Design-Build Agreement with Landscapes Unlimited, LLC in the amount of \$104,164.65 and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:

Council awarded a Design-Build contract to Landscapes Unlimited, LLC on November 21, 2005 for pre-construction services for phase 1 of Festival Fields and Pendergast Parks. Olsson Associates was the lead architectural design firm that led the park design effort.

On April 24, 2006 Council approved the Amendment No. 1 to the Design-Build Agreement in the amount of \$4,055,880 for construction of phase 1 of Festival Fields. Phase 1 included a lighted four (4) diamond softball complex, restroom building, lighted multi-purpose festival area, 296 parking spaces, entry roadway, sidewalks, infrastructure for water, sewer, and irrigation, site lighting, and landscape.

On June 4, 2007 Council approved Amendment No. 2 to the Design-Build Agreement in the amount of \$498,687.45 for additional work not anticipated in the original project scope for phase 1. These items included unforeseen conditions that were uncovered during construction and engineering design refinements.

On September 17, 2007 Council approved Amendment No. 3 to the Design-Build Agreement in the amount of \$650,570.29 for the pre-construction design for phase II of Festival Fields.

DISCUSSION:

City staff and the Design-Builder, Landscapes Unlimited, LLC have mutually agreed to terminate the agreement. The adjusted fee for Amendment No.4 includes two (2) components; First, the Guaranteed Maximum Price contract will be increased in the amount of \$192,974.65 for construction services related to the off site improvements to Lower Buckeye Road adjacent to Festival Fields. These items include storm drainage improvements, additional pavement and sidewalks, and future traffic signal infrastructure.

When the original GMP was established, the off-site improvements were not finalized. Lower Buckeye Road is a county road and requires the city to submit the improvement plans to Maricopa County Department of Transportation for review and approval. City engineering staff were also working on the Elm Lane drainage and flooding issues. The engineering staff determined that the outfall for a large percentage of storm water in this area of the city was Festival Fields. In an effort to

improve the area drainage it was determined that new catch basins, manholes, and piping needed to be upgraded at the intersection of Central Avenue and Lower Buckeye Road to convey the storm runoff to the large basins at Festival Fields.

Once the plans were approved, staff was able to compare the approved off-site road and drainage improvements against the plans that were used to develop the GMP contract amount and determine the additional scope of work and cost for the off-site improvements.

The second part of the amendment will reduce the overall contract for the construction phase of the project by \$88,810.00 due to the contractor failing to meet the project completion schedule. The contract stipulated a late penalty of \$1,070 per day. The contractor completed the project eighty-three days past the substantial completion date.

Amendment No.4 will amend the completion date for the construction phase of Festival Fields and increase the GMP in the amount \$104,164.65 for the additional work. The amendment will also mutually terminate all future contractual obligations between the City of Avondale and Landscapes Unlimited. The City has the final plans and specifications for Festival Fields and Pendergast City/School Park and can competitively bid these projects on the open market when budget conditions allow.

BUDGETARY IMPACT:

Funding for this additional work is budgeted in the Park CIP fund account 310.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 4 to the Design-Build Agreement with Landscapes Unlimited, LLC in the amount of \$104,164.65 and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Click to download

 [Amendment](#)

**FOURTH AMENDMENT
TO DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LANDSCAPES UNLIMITED OF NEBRASKA, LLC**

THIS FOURTH AMENDMENT TO DESIGN-BUILD AGREEMENT (this “Fourth Amendment”) is made as of December 9, 2008, between the City of Avondale, an Arizona municipal corporation (the “City”) Landscapes Unlimited, LLC, a Nebraska limited liability company, d/b/a Landscapes Unlimited of Nebraska, LLC (the “Contractor”).

RECITALS

A. The City and the Contractor entered into that certain Design-Build Agreement, dated November 21, 2005 (the “Original Agreement”), for the purpose of designing and constructing the City’s new Lower Buckeye Park (hereinafter referred to as “Festival Fields”), and the City’s new Pendergast Park (collectively, Festival Fields and the Pendergast Park are referred to as the “Project”).

B. The Original Agreement was amended three times: on April 24, 2006, to establish the GMP and the date of substantial completion for Phase I of the Festival Fields portion of the Project (the “First Amendment”); on June 4, 2007, to approve certain change orders related to additional work performed in conjunction with construction of Phase I of the Festival Fields portion of the Project, resulting in an increase to the GMP and the date of substantial completion for the construction phase of Phase I of the Festival Fields portion of the Project (the “Second Amendment”); and on September 17, 2007, to increase the GMP by an amount sufficient to compensate the Contractor for pre-construction services related to Phase II of the Festival Fields portion of the Project (the “Third Amendment”). The Original Agreement, the First Amendment, the Second Amendment and the Third Amendment are collectively referred to herein as the “Agreement.” All capitalized terms used in this Fourth Amendment shall have the meanings set forth in the Agreement, unless specifically defined otherwise in this Fourth Amendment.

C. The City and the Contractor desire to further amend the Agreement to (i) increase the GMP by \$104,164.65, representing (a) an increase of \$192,974.65 for additional services provided by the Contractor related to offsite improvements to Lower Buckeye Road, as more particularly described in Exhibit 1, attached hereto and incorporated herein by reference, and (b) a decrease of \$88,810.00 for the Contractor’s delay in completing the Work and (ii) set forth the mutual agreement between the City and the Contractor to terminate the Agreement upon execution of this Fourth Amendment, with each Party having no further obligation to the other Party other than those obligations which, by their specific terms, survive the termination of the Agreement.

AGREEMENT

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

1. Subsection 7.1 (B) of the Agreement, as previously amended, is hereby deleted in its entirety and replaced with the following:

B. The City shall pay the Contractor (1) \$677,097.00 for services performed during the Pre-construction Phase relating to Phase I of the Festival Fields portion of the Project and (2) \$754,734.94 for services performed during the Pre-construction Phase relating to Phase II of the Festival Fields portion of the Project, including the off-site improvements to Lower Buckeye Road (including all allowances and reimbursable expenses).

2. Subsection 7.1 (C) of the Agreement, as previously amended, is hereby deleted in its entirety and replaced with the following:

C. Compensation of Pre-construction Phase Services shall be equitably adjusted if such services extend beyond (1) May 31, 2006, for services performed during the Pre-construction Phase relating to Phase I of the Festival Fields portion of the Project and (2) December 9, 2008, for services performed during the Pre-construction Phase relating to Phase II of the Festival Fields portion of the Project, for reasons beyond the reasonable control and not the fault or partial fault of the Contractor or as provided in Section 9.1 below; provided, however, that Contractor's obligations to the City with respect to Pre-Construction Phase Services, including design services, were terminated by mutual consent of the City and the Contractor on March 5, 2008, with the exception of Contractor's obligation to remit payments received from the City on behalf of Architect/Engineer. For changes in Pre-construction Phase Services, compensation shall be adjusted as mutually agreed upon by the City and the Contractor at the time of such extended services.

3. The Pre-construction Services Amount set forth above for services performed during the Pre-construction Phase relating to Phase II of the Festival Fields portion of the Project, including the off-site improvements to Lower Buckeye Road (including all allowances and reimbursable expenses), is the total compensation from the City to the Contractor for its fee and for the performance of the Pre-construction Phase services related to Phase II of the Festival Fields portion of the Project and any services related to the Lower Buckeye Road offsite improvements, in accordance with the Agreement and pursuant to the Scope of Work, as adjusted to include the Lower Buckeye Road offsite improvements.

4. In all other respects, the Agreement is affirmed and ratified; provided, however, that Contractor's obligations to the City with respect to Pre-Construction Services, including

design services, were terminated by mutual consent of the City and the Contractor on March 5, 2008 except as set forth in Paragraph 2 of this Amendment, and Contractor shall not be liable for such Services performed after that date. Further, upon the date this Fourth Amendment is executed by both Parties, the Agreement is hereby terminated by mutual consent of the City and the Contractor and neither Party shall have any further obligation to the other Party other than those obligations which, by their specific terms, survive the termination of the Agreement, including the Contractor's obligation to pay any and all remaining amounts due to subcontractors performing work on the Project pursuant to the Agreement.

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

6. This Fourth Amendment and the Agreement may be cancelled for a conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Contractor”

LANDSCAPES UNLIMITED, LLC, a
a Nebraska company d/b/a Landscapes
Unlimited of Nebraska, LLC

By: _____

Name: _____

Title: _____

**EXHIBIT 1
TO
FOURTH AMENDMENT
TO DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LANDSCAPES UNLIMITED OF NEBRASKA, L.L.C.**

[Description of the Additional Work]

See following pages.