

# CITY COUNCIL AGENDA

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

**REGULAR MEETING**  
September 14, 2009  
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. PRESENTATION OF CERTIFICATES OF ELECTION**

**3 SCHEDULED PUBLIC APPEARANCES**

**a. SOUTHWEST VALLEY CHAMBER OF COMMERCE**

**4 UNSCHEDULED PUBLIC APPEARANCES**

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

**5 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**

1. Work Session of August 10, 2009
2. Regular Meeting of August 10, 2009

**b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSION AND COMMITTEES AND DESIGNATION THE OF MAYOR'S REPRESENTATIVE IN THE PUBLIC SAFETY RETIREMENT PENSION BOARDS**

City Council will consider the Council Subcommittee's recommendations for appointments to the City's Boards, Commissions and Committees and Mayor Rogers's request to approve the designation of Kevin Artz as her representative and Chair of the Police and Fire Public Safety Retirement Pension Boards. The Council will take appropriate action.

**c. REMOVAL OF MEMBER FROM THE POLICE PUBLIC SAFETY RETIREMENT PENSION BOARD**

City Council will consider staff's recommendation to remove Ed Meringer from the Police Public Safety Retirement Pension Board. The Council will take appropriate action.

**d. LIQUOR LICENSE – RIOS BAR**

City Council will consider a request from Mr. Jose Barahona for a Series 7 On-sale retailers license to sell beer and wine at Rios Bar located at 11011 West Buckeye Road. The Council will take appropriate action.

**e. LIQUOR LICENSE EXTENSION OF PREMISES – CLUB SANTA FE**

City Council will consider a request from Ms. Nora Rodriguez for an Extension of Premises at Club Santa Fe for her Series 7 - On-Sale Retailer's license to sell beer and wine located at 10907 West Buckeye Road. The Council will take appropriate action.

**f. LIQUOR LICENSE EXTENSION OF PREMISES – ESTRELLA VISTA RECEPTION CENTER**

City Council will consider a request from Ms. Carmen Gonzales for an Extension of Premises for Estrella Vista Reception Center - Series 7 - On-Site Retailer's license to sell beer and wine located at 1471 N. Eliseo Felix Jr. Way. The Council will take appropriate action.

**g. CONSTRUCTION CONTRACT AWARD - J.J. SPRAGUE OF ARIZONA, INC. FOR THE ELM LANE AND CENTRAL AVENUE DRAINAGE IMPROVEMENTS**

City Council will consider a request to award a construction contract to J.J. Sprague of Arizona, Inc. for storm drain improvements along Elm Lane and Central Avenue, in the amount of \$1,255,993.20 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**h. CONTRACT AMENDMENT - FOUNDATION FOR SENIOR LIVING HOME IMPROVEMENTS, INC.**

City Council will consider an amendment to the agreement with Foundation for Senior Living (FSL) Home Improvements Inc to increase the contract ceiling to \$119,393 in Community Development Grant (CDBG-R) funds authorized by the American Recovery and Reinvestment Act of 2009 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**i. CONTRACT AMENDMENT - PAYMENTUS CORPORATION**

City Council will consider a request to approve an amendment to the Master Services Agreement with Paymentus Corporation and authorize the Mayor or City Manager and City Clerk to execute the documents. The Council will take appropriate action.

**j. CONTRACT RENEWAL - AREA AGENCY ON AGING (AAA)**

City Council will consider a request to approve the second amendment to the FY 2008 - 2009 Area Agency on Aging (AAA) contract extending the contract for one year in the amount of \$378,989 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations and Transportation for seniors in Avondale, Goodyear and Litchfield Park and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**k. LOT COMBINATION - NORTHWEST CORNER OF AVONDALE BLVD AND ENCANTO BLVD (ML-09-1)**

City Council will consider a city-initiated request to combine six city-owned parcels and dedicate right-of-way at the northwest corner of Avondale Boulevard and Encanto Boulevard. The Council will take appropriate action.

**l. RESOLUTION 2862-909 - CANVASS OF VOTES FOR THE SEPTEMBER 1, 2009 PRIMARY ELECTION**

City Council will consider a resolution canvassing the election results of the September 1, 2009 Primary Election. The Council will take appropriate action.

**m. RESOLUTION 2855-909 - AMENDMENT TO THE NEIGHBORHOOD STABILIZATION PLAN**

City Council will consider a resolution amending the 2008-2009 Annual Action Plan, Neighborhood Stabilization Program Plan which outlines a strategy for alleviating the problem of home foreclosures and related vacancies. The Council will take appropriate action.

**n. RESOLUTION 2854-909 - DESIGNATION OF AVONDALE AS A KIDS AT HOPE CITY**

Council will consider a resolution designating Avondale as a Kids at Hope City and adopting the Kids at Hope belief, principles and practices. The Council will take appropriate action.

**o. RESOLUTION 2860-909 - RENEWAL OF IGA WITH DEPARTMENT OF PUBLIC SAFETY FOR A GIITEM POSITION**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Public Safety to assign a full-time officer to the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) with a cost to the city of \$21,333 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**p. RESOLUTION 2857-909 - AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR ROADWAY MAINTENANCE**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Transportation for the purpose of roadway maintenance and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**q. RESOLUTION - ACCEPTANCE OF AMERICAN RECOVERY REINVESTMENT ACT COPS GRANT**

City Council will consider a resolution accepting an American Recovery Reinvestment Act COPS grant in the amount of \$1,147,190 and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents. The Council will take appropriate action.

**r. RESOLUTIONS 2858-909 AND 2859-909 – AUTHORIZING INTERGOVERNMENTAL AGREEMENTS WITH ADOT FOR TWO ARRA FUNDED PAVEMENT PRESERVATION AND VIDEO DETECTION INSTALLATION PROJECTS**

City Council will consider two resolutions authorizing Intergovernmental Agreements with the Arizona Department of Transportation for the purpose of Pavement Preservation and Video Detection Installation on Dysart Road between I-10 and Indian School Road and Dysart Road between Van Buren Street and I-10, authorize the transfer of \$222,094 from 304-1089, Van Buren - Bridge to Fairway, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**s. RESOLUTION 2853-909 - DECLARING THE 2009 AMENDMENTS TO THE TAX CODE OF THE CITY OF AVONDALE A PUBLIC RECORD**

City Council will consider a resolution declaring as a public record certain documents filed with the City Clerk and entitled "The 2009 Amendments to the Tax Code of the City of Avondale". The Council will take appropriate action.

**t. ORDINANCE 1385-909 - ADOPTING THE 2009 AMENDMENTS TO THE TAX CODE OF THE CITY OF AVONDALE**

City Council will consider an ordinance adopting the 2009 Amendments to the Tax Code of the City of Avondale. The Council will take appropriate action.

**u. ORDINANCE 1386-909 - ACCEPTING A PUBLIC UTILITY EASEMENT AND A DRAINAGE EASEMENT – MORTENSEN PROPERTY**

City Council will consider an ordinance accepting the dedication of a public utility easement and a drainage easement that are necessary to facilitate the construction of infrastructure in the City Center East project, and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation. The Council will take appropriate action.

**6 RESOLUTION 2856-909 - ADOPTION OF THE PARKS AND RECREATION MASTER PLAN**

City Council will consider a resolution adopting the Parks, Recreation Facilities and Trails Master Plan. The Council will take appropriate action.

**7 PUBLIC HEARING AND ORDINANCE 1387-909 - PAD AMENDMENT AVONDALE LIVE (FORMERLY LA ENTRADA) Z-09-4**

City Council will hold a public hearing and consider an ordinance amending the Avondale Live (formerly La Entrada) Planned Area Development located at the northwest and southwest corner of 99th Avenue and Encanto Blvd as requested by Mr. Chad Day of Bodner Avondale I, LLC. The Council will take appropriate action.

**8** **PROPOSED AMENDMENT TO SECTION 1 OF THE ZONING ORDINANCE**

City Council will receive information regarding a proposed amendment to Section 1 of the Zoning Ordinance, which encompasses definitions of terms; defines the structure, powers and duties of the City's administrative bodies; outlines the City's development processes; and details the procedures for enforcement of the Zoning Ordinance. For information, discussion and direction.

**9** **ELECTED OFFICIALS' RETIREMENT PLAN LITIGATION**

City Council will consider a request to authorize the City Attorney to take direction from the City Manager with respect to Maricopa County Case No. CV2008-008969, Campbell v. The Elected Officials' Retirement Plan, et al. The Council will take appropriate action.

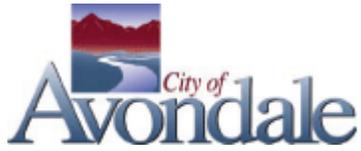
**10** **ADJOURNMENT**

Respectfully submitted,

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

Carmen Martinez  
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.



# CITY COUNCIL REPORT

**SUBJECT:**  
PRESENTATION OF CERTIFICATES OF  
ELECTION

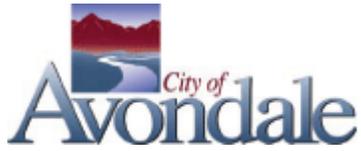
**MEETING DATE:**  
September 14, 2009

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

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
SOUTHWEST VALLEY CHAMBER OF  
COMMERCE

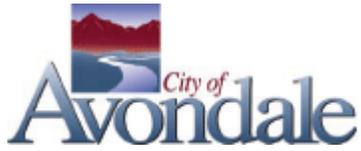
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**ATTACHMENTS:**

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No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

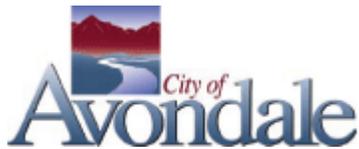
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**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Appointment of Members to the City's Boards, Commission and Committees and Designation the of Mayor's representative in the Public Safety Retirement Pension Boards

**MEETING DATE:**

September 14, 2009

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

**PURPOSE:**

City Council will consider the Council Subcommittee's recommendations for appointments to the City's Boards, Commissions and Committees and Mayor Rogers's request to approve the designation of Kevin Artz as her representative and Chair of the Police and Fire Public Safety Retirement Pension Boards.

**DISCUSSION:**

The Council Subcommittee consisting of Vice Mayor Weise, Council Member Karlin and Council Member Scott held a Meet and Greet on Tuesday, August 25. Their recommendations for appointment are as follows:

Environmental Affairs Commission	
Dominic Carlos	9/14/2009 - 12/31/2012
Library Advisory Board	
Peter Carlone	9/14/2009 - 12/31/2012
Corina Madruga	9/14/2009 - 12/31/2012
Neighborhood and Family Services	
Tiffiney Denman	9/14/2009 - 12/31/2012
Tina LaBlanc	9/14/2009 - 12/31/2012
Jamie Lindemann (Alternate)	9/14/2009 - 12/31/2012
Corina Madruga (Alternate)	9/14/2009 - 12/31/2012
Personnel Board of Appeals	
Peter Carlone	9/14/2009 - 12/31/2012
Corina Madruga	9/14/2009 - 12/31/2012
Public Safety Retirement Pension Board (Fire and Police)	
Debra Lageschulte	9/14/2009 - 12/31/2013
Tiffiney Denman	9/14/2009 - 12/31/2012

On a related issue, Arizona Revised Statutes §38-847 and City Resolution 980 state that the Mayor or her designee shall act as chairperson of the boards and that said designation shall be approved by the City Council.

Former Mayor Drake designated Kevin Artz, Finance and Budget Director, as his designee. Mr. Artz has acted as the chairperson of the boards since his appointment. Mayor Rogers has indicated her desire to have Mr. Artz continue to act as her designee and chairperson of the Police and Fire Retirement Boards and has requested that the Council approve her designation.

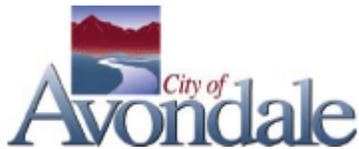
**RECOMMENDATION:**

Staff is requesting approval of the Council Subcommittee's recommendations for the appointment of members of the City's Boards, Commissions and Committees as outlined above. Staff is also requesting that the Council approves the Mayor's designation of Kevin Artz as the Chairperson of the Police and Fire Public Safety Retirement Pension Boards.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Removal of Member from the Police Public Safety Retirement Pension Board

**MEETING DATE:**

September 14, 2009

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

**PURPOSE:**

City Council will consider staff's recommendation to remove Mr. Ed Meringer from the Police Public Safety Retirement Pension Board.

**BACKGROUND:**

On June 4, 1990, the Council adopted Ordinance 980 establishing the Police and Fire Public Safety Retirement Boards. The ordinance was adopted as prescribed in ARS § 38-847.

The ordinance outlines the make up of each of the boards which includes the Mayor or his/her designee, two members from the Police and Fire Departments respectively who are elected by secret ballot of their membership, and two citizens. Both the ordinance and the statute read that both citizens are to serve on both boards. Staff recently realized that the rosters for each of these boards list a different citizen for each of these boards and only one citizen on each board.

**DISCUSSION:**

On an earlier item on tonight's agenda, Council considered the subcommittee's recommendations for appointment of members to the City's Boards, Commissions and Committees. The recommendations included the appointment of two members to serve on both Public Safety Retirement Pension Boards. One is an enthusiastic citizen who recently came forward to volunteer to serve. The second is Debra Lageschulte, a seasoned member of the City's Boards, Commissions and Committees who was appointed to serve on the Fire Public Safety Retirement Board in 2006 and who has expressed her willingness to serve on both boards as required by the statute and city ordinance and to be reappointed to serve her second term.

Mr. Ed Meringer was appointed earlier this year to serve as the citizen member of the Police Public Safety Retirement Pension Board. Since the Council just appointed the two members to serve on both boards and because Mr. Meringer was just appointed earlier year and has not had to attend a meeting, staff is recommending that Council take action to remove Mr. Meringer from the Police Public Safety Retirement Pension Board.

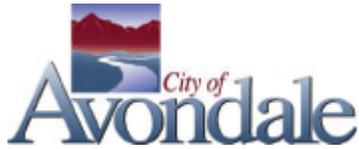
**RECOMMENDATION:**

Staff is recommending that the Council take action to remove Mr. Ed Meringer as a member from the Police Public Safety Retirement Pension Board.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Liquor License – Rios Bar

**MEETING DATE:**  
September 14, 2009

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

**PURPOSE:**

Staff is requesting that the City Council consider a request from Mr. Jose Barahona, for a Series 7 On-sale retailers license to sell beer and wine at Rios Bar, 11011 West Buckeye Road.

**DISCUSSION:**

Rios Bar is owned by Mr. Ramon Olivarez who is in turn leasing the establishment to Mr. Jose Barahona. The City Clerk's Department has received an application for a person to person transfer of the Series 7 On-sale retailer's license to sell beer and wine from Mr. Jose Barahona.

The required fee of \$700.00 has been paid. As required by state law and city ordinance, the application was posted from August 6, 2009 through August 26, 2009 and a notice was published in the West Valley View on August 11th & 21st. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Development Services, Finance, Fire, and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

**RECOMMENDATION:**

Staff recommends that the City Council approve this request by Mr. Jose Barahona for Rios Bar, 11011 West Buckeye Road, Avondale, Arizona.

**ATTACHMENTS:**

Click to download

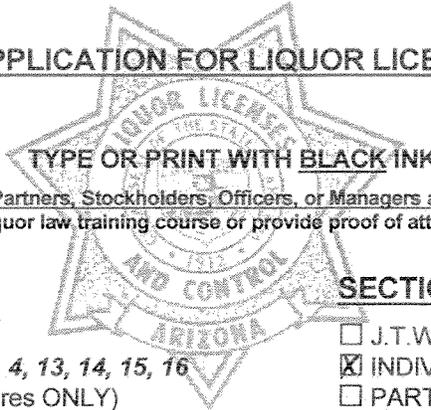
- [Application](#)
- [Recommendations](#)
- [Posting Pictures](#)
- [Vicinity Map](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR LIQUOR LICENSE



TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees

LICENSE #: 07070139

1. Type of License: # 07 2. Total fees attached: \$

Department Use Only

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

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Barahona Jose P. Israel Ms. Last First Middle

2. Corp./Partnership/L.L.C.: (Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Rio's Bar B1023737 (Exactly as it appears on the exterior of premises)

4. Principal Street Location: 11011 W. Buckeye Rd. Avondale, Maricopa (Do not use PO Box Number) City County Zip 85329

5. Business Phone: 623-643-9477 Daytime Contact: 623-205-4554

6. Is the business located within the incorporated limits of the above city or town? [X] YES [ ] NO

7. Mailing Address:

8. Enter the amount paid for a bar, beer and wine, or liquor store license \$ 12,000.00 (Price of License only)

DEPARTMENT USE ONLY

Fees: Application 100 Interim Permit 100 Agent Change Club 24.00 Finger Prints \$ 224.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? [X] YES [ ] NO

Accepted by: M.C. Date: 7/15/09 Lic. # 07070139

**SECTION 5 Interim Permit:**

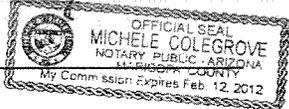
- If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
- There **MUST** be a valid license of the same type you are applying for currently issued to the location.
- Enter the license number currently at the location. 07070139
- Is the license currently in use?  YES  NO If no, how long has it been out of use? \_\_\_\_\_

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

I, Ramon Olivarez, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

Ramon Olivarez  
(Signature)

My commission expires on: \_\_\_\_\_



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

15 day of July, 2009  
Day Month Year

Michele Colegrove  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
<u>Barahona</u>	<u>Jose</u>	<u>Israel</u>	<u>100</u>		

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business?  YES  NO  
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

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

**SECTION 7 Corporation/Limited Liability Co.:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*
- L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: \_\_\_\_\_  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
5. Is Corp./L.L.C. Non-profit?  YES  NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit?  YES  NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

- 1. Governmental Entity: \_\_\_\_\_
- 2. Person/designee: \_\_\_\_\_  
Last First Middle Contact Phone Number

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

**SECTION 11 Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: Olivarez Ramon Entity: Indiv  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
- 3. Current Business Name: Rio's Bar  
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 11011 W. Snuckeye Rd  
City, State, Zip Avondale, AZ 85329
- 5. License Type: #7 License Number: 07070139
- 6. Current Mailing Address: Street \_\_\_\_\_  
(Other than business) City, State, Zip Avondale, AZ 85323
- 7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer?  YES  NO
- 8. Does the applicant intend to operate the business while this application is pending?  YES  NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

9. I, Ramon Olivarez, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Ramon Olivarez, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X Ramon Olivarez  
(Signature of CURRENT LICENSEE)



My commission expires on: \_\_\_\_\_

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this 15 day of July 2009  
Day Month Year  
[Signature]  
(Signature of NOTARY PUBLIC)



# 07070139

Barahona, Jose

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

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

- 1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
- 2. New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
- 3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- 4. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

**AMENDMENT**

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

- 1. Distance to nearest school: \_\_\_\_\_ ft. Name of school \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
- 2. Distance to nearest church: 726 ft. Name of church Cashion Apostolic Church  
Address 11132 W. Joblanca Rd., Cashion 85329  
City, State, Zip \_\_\_\_\_
- 3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
- 4. If the premises is leased give lessors: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
- 4a. Monthly rental/lease rate \$ \_\_\_\_\_ What is the remaining length of the lease \_\_\_ yrs. \_\_\_ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)
- 5. What is the total business indebtedness for this license/location excluding the lease? \$ \_\_\_\_\_  
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 8. What type of business will this license be used for (be specific)? \_\_\_\_\_

**SECTION 13 - continued**

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?  
 YES  NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business?  YES  NO
- 9. Is the premises currently licensed with a liquor license?  YES  NO If yes, give license number and licensee's name:  
 License # 07070139 (exactly as it appears on license) Name Ramon Olivariz

**SECTION 14 Restaurant or hotel/motel license applicants:**

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location?  YES  NO  
 If yes, give the name of licensee, Agent or a company name:  
 \_\_\_\_\_ and license #: \_\_\_\_\_  
Last                      First                      Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this  hotel/motel  restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

\_\_\_\_\_  
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](http://www.azliquor.gov) and click on the "Information" tab.

\_\_\_\_\_  
applicants initials

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

- 1. Check ALL boxes that apply to your business:  
 Entrances/Exits       Liquor storage areas      Patio:  Contiguous  
 Service windows       Drive-in windows       Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign?  YES  NO  
 If yes, what is your estimated opening date? \_\_\_\_\_  
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

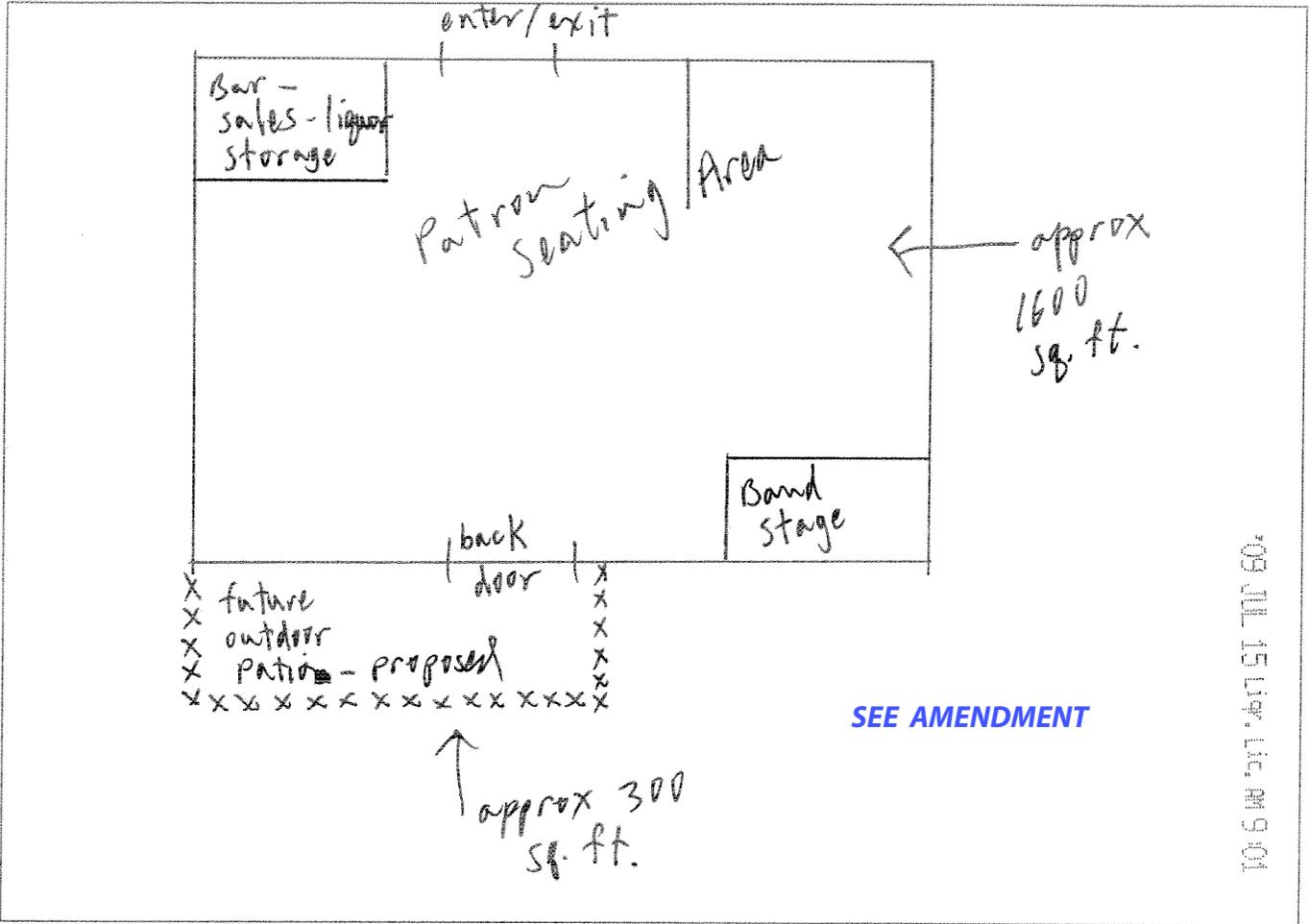
As stated in A.R.S. § 4-205.02 (F), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

J.D  
applicants initials

**SECTION 15 Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



**SECTION 16 Signature Block**

I, Jose Israel Barahona, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X   
 (signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 15 of July, 2009  
 Day Month Year

signature of NOTARY PUBLIC

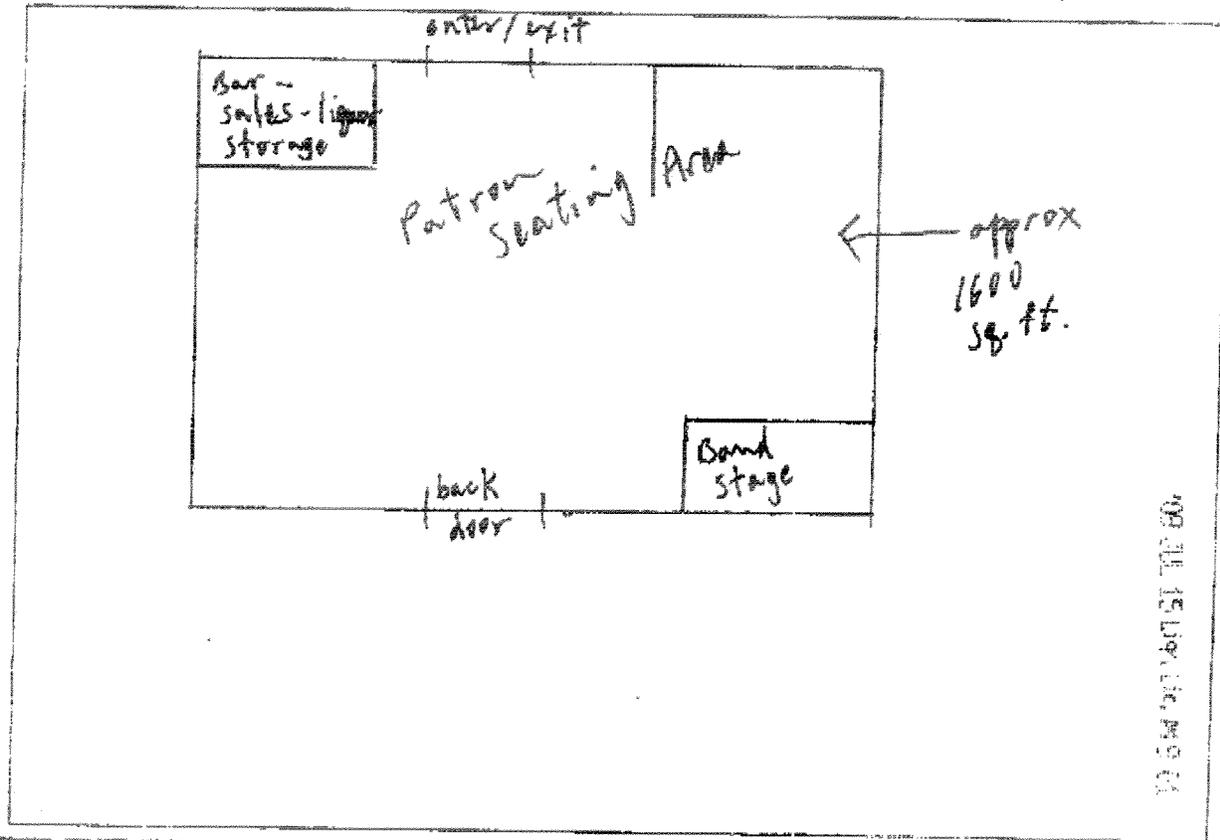


My commission expires on: \_\_\_\_\_  
 Day Month Year

**SECTION 15 Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



09 JUL 15 10:46 AM '09

09 JUL 25 11:14 AM '09

**SECTION 16 Signature Block**

I, Jose Israel Barahona, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

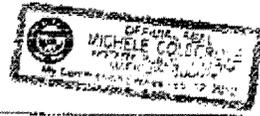
(print full name of applicant)

X [Signature]  
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 15 of July 2009

[Signature]  
signature of NOTARY PUBLIC



My commission expires on \_\_\_\_\_  
Day Month Year

09 JUL 25 11:14 AM '09

**AMENDMENT**

09 JUL 15 Lique. Lic. # 9 01

# BWBAR

## License 07070139

Issue Date: 7/27/2006

Expiration Date: 2/28/2010

Issued To:

RAMON BERNAL OLIVAREZ, Owner

Beer & Wine Bar

Location:

RIO'S BAR  
11011 W BUCKEYE RD  
AVONDALE, AZ 85329

Mailing Address:

RAMON BERNAL OLIVAREZ  
RIO'S BAR  
4024 N 81ST AVE  
PHOENIX, AZ 85033

# EXP 2/28/2010

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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 CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

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

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

~~07070139~~ 07070139

(If the location is currently licensed)

1. Check appropriate box →  Controlling Person (Complete Questions 1-19)  Agent (Complete Questions 1-19)  Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Barahona Jose Israel Date of Birth: \_\_\_\_\_  
Last First Middle

3. Social Security Number: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: AZ

4. Place of Birth: San Miguel El Salvador Height: 5'3" Weight: 160 Eyes: BRN Hair: BRN  
City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: \_\_\_\_\_

6. Name of Current or Most Recent Spouse: Barahona Maria Aispuro Chaidoz Date of Birth: \_\_\_\_\_  
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1992

8. Telephone number to contact you during business hours for any questions regarding this document. 623 205 4554

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

10. Name of Licensed Premises: Rio's Bar Premises Phone: 623 643 9477

11. Physical Location of Licensed Premises Address: 11011 W. Buckeye Rd Avondale Maricopa 85329  
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 (street address, city, state & zip)
01/2004	CURRENT	construction sub contractor	" "

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
01/2004	CURRENT	OWN				8533

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? 12, and **answer #14a below**. If NO, skip to #15.  YES  NO

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO

15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO

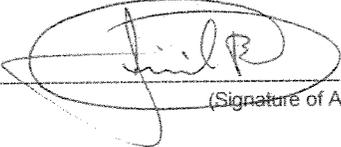
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO

19. 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

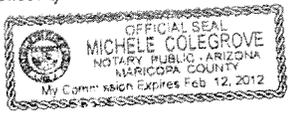
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

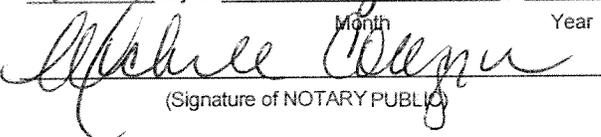
20. I, Jose Israel Barahona, hereby declare that I am the APPLICANT/REPRESENTATIVE filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X   
(Signature of Applicant)

State of Arizona County of Maricopa

My commission expires on: \_\_\_\_\_  
Day Month Year



The foregoing instrument was acknowledged before me this 15 day of July, 2009  
Month Year  
  
(Signature of NOTARY PUBLIC)

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)  
\_\_\_\_\_  
Print Name

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year  
\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
Day Month Year

Statement for Personal Questionnaire of Jose Israel Barahona:

Question 17: In approximately September 2008, my subcontractor's bond expired and my license was suspended until I reinstated the bond.

Question 18: In approximately 2007, I was sued by a person who thought that I had done some contracting work for her. I represented myself and, at the hearing, the person who sued me admitted that I had not worked for her. It turned out that another person has fraudulently used my information to obtain the contracting work. There was no finding against me.

Date: 07-15-09

  
\_\_\_\_\_  
Jose Israel Barahona

09 JUL 15 11:49 AM '09

# 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

## 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

Jose I. Barahona

Individual Name (Print)

[Signature]

Individual Signature

5/25/09

Date Training Completed

#### TYPE OF TRAINING COMPLETED TRAINER MUST CHECK YES OR NO FOR EACH TYPE

LANGUAGE OF INSTRUCTION:

ENGLISH     SPANISH

YES     NO    BASIC

YES     NO    MANAGEMENT

YES     NO    BOTH

YES     NO    ON SALE

YES     NO    OFF SALE

YES     NO    OTHER

#### IF TRAINEE IS EMPLOYED BY A LICENSEE:

Ramon Olivaner

NAME OF THE LICENSEE

Rio's Bar

BUSINESS NAME

07070139

LIQUOR LICENSE NUMBER

### ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

#### AVANT GARDE ALCOHOL TRAINING AND EDUCATION

Company or Individual Name

2 N. CENTRAL AVENUE, SUITE 170-153

Address

PHOENIX, ARIZONA 85004    480-353-8035

City

State

Zip

Phone

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

THERESA MORSE

Trainer Name (Print)

[Signature]

Trainer Signature

5/25/09

Date

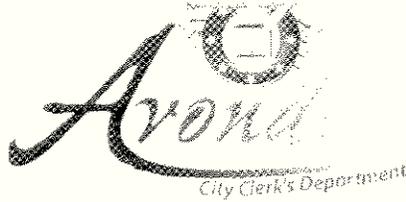
Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

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:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

**APPLICANT'S NAME:** JOSE BARAHONA

**BUSINESS NAME:** RIOS BAR

**ADDRESS:** 11011 WEST BUCKEYE ROAD

**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85329

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

\_\_\_\_\_  
*[Signature]*  
 SIGNATURE  
 \_\_\_\_\_  
*Zoning Specialist*  
 TITLE

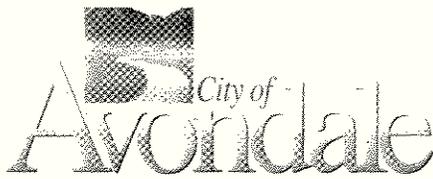
\_\_\_\_\_  
*8/31/09*  
 DATE

- APPROVED
- DENIED

\_\_\_\_\_  
*Bin Bunn*  
 SIGNATURE  
 \_\_\_\_\_  
*DEVELOPMENT SERVICES DIRECTOR*  
 TITLE

\_\_\_\_\_  
*8/31/09*  
 DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**



## DEVELOPMENT SERVICES

### MEMORANDUM

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**DATE:** August 20, 2009

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist

**SUBJECT:** Transfer of Ownership – Series 7 Bar Beer and Wine License  
Rio's Bar – 11011 West Buckeye Road

The site is generally located south of Buckeye Road and West of 107<sup>th</sup> Avenue. The building is existing.

State Statute requires a minimum separation of 300 feet from school or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. This requirement does not apply to transfer ownership of a Series 7 liquor license.

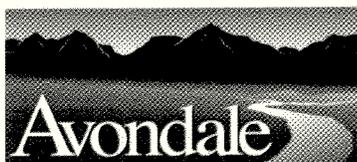
The General Plan designates the property as Commercial. The site is zoned R1-6 (Single Family Residential). A bar use is not a permitted use in the R1-6 District. However, a bar was established at this location prior to annexation.

Staff recommends approval of this request.

Attachment: 2008 Aerial Photography  
Zoning Vicinity Map

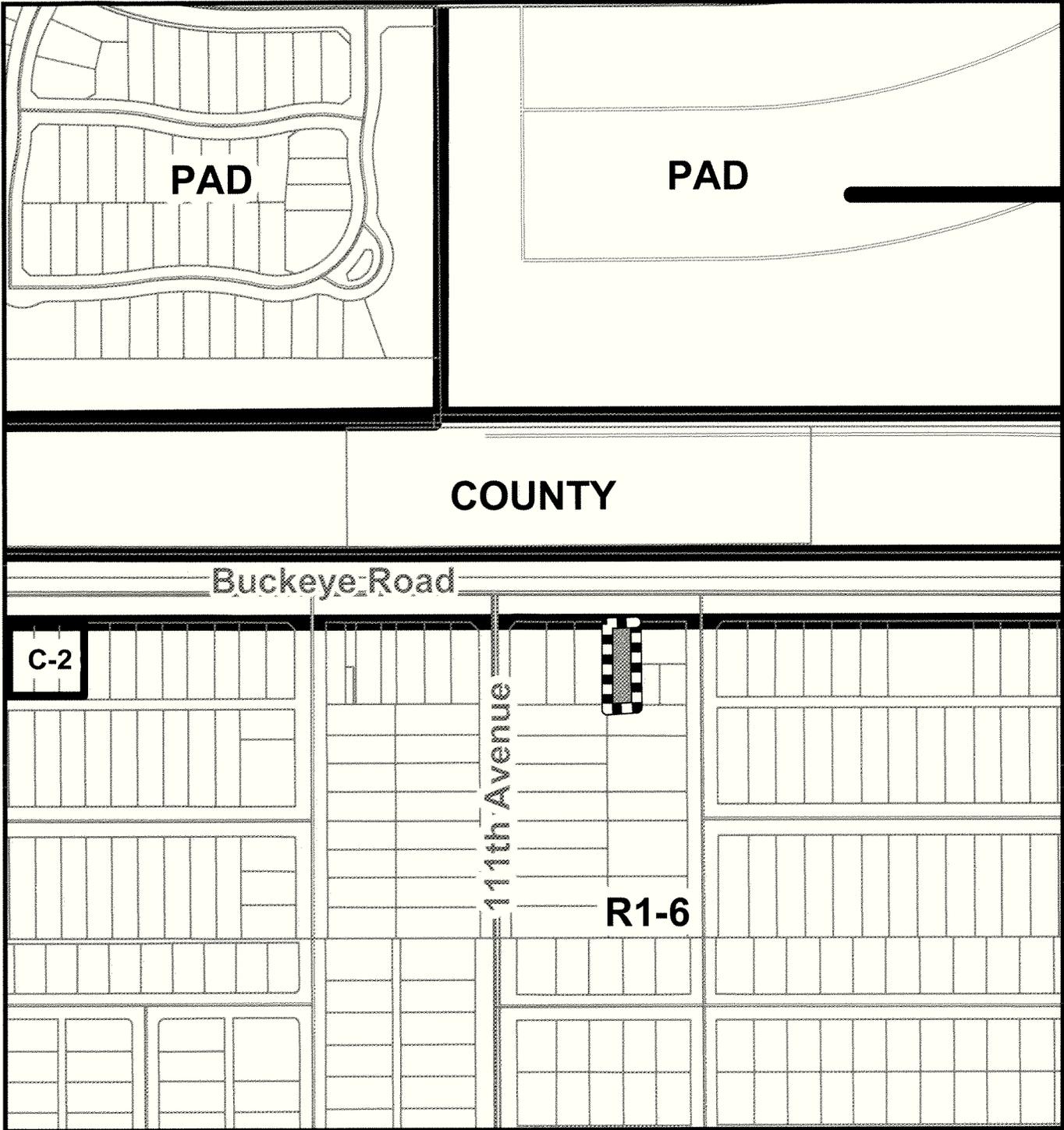


**Aerial Photograph 2008**

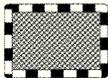
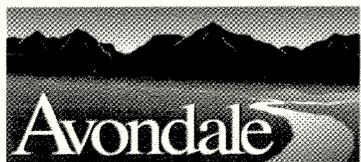


**Subject Property**





**Zoning Vicinity Map**



**Subject Property**





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

---

**APPLICANT'S NAME:** JOSE BARAHONA

**BUSINESS NAME:** RIOS BAR

**ADDRESS:** 11011 WEST BUCKEYE ROAD

**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85329

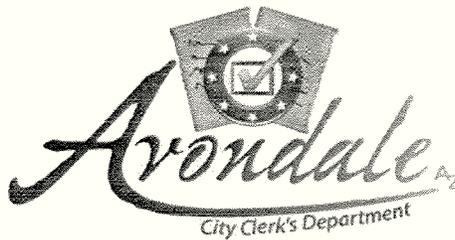
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

Jose Y. Gonz  
SIGNATURE  
Fire Inspector  
TITLE

8/31/09  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

**APPLICANT'S NAME:** JOSE BARAHONA

**BUSINESS NAME:** RIOS BAR

**ADDRESS:** 11011 WEST BUCKEYE ROAD

**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85329

**DEPARTMENTAL COMMENTS:**

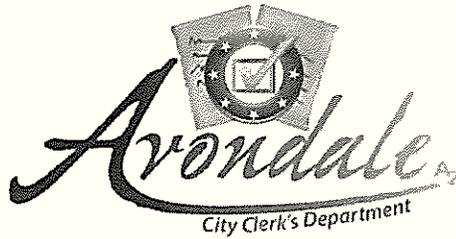
*They will need to apply for new license (Business)  
see attached. We will need a copy of  
his driver's license also.*

- APPROVED
- DENIED

*Jason Shaw*  
SIGNATURE  
*Privilege Tax Auditor*  
TITLE

*8/17/09*  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

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**APPLICANT'S NAME:** JOSE BARAHONA

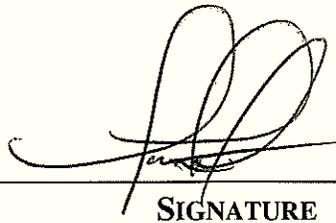
**BUSINESS NAME:** RIOS BAR

**ADDRESS:** 11011 WEST BUCKEYE ROAD

**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85329

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**

# RIO'S BAR

OPEN

11011

NOTICE  
APPLICATION TO SELL ALCOHOLIC BEVERAGES  
DATE POSTED: AUGUST 8, 2009

08.06.2009

## NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES  
DATE POSTED: AUGUST 8, 2009

A HEARING ON A LIQUOR LICENSE APPLICATION  
SHALL BE HELD BEFORE THE SHERIFF'S CITY CLERK,  
LOCATION: 11485 WEST CIVIC CENTER DRIVE  
DATE: MONDAY, SEPTEMBER 14, 2009  
AT 7:00 PM.

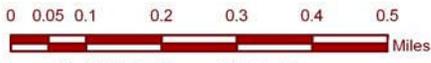
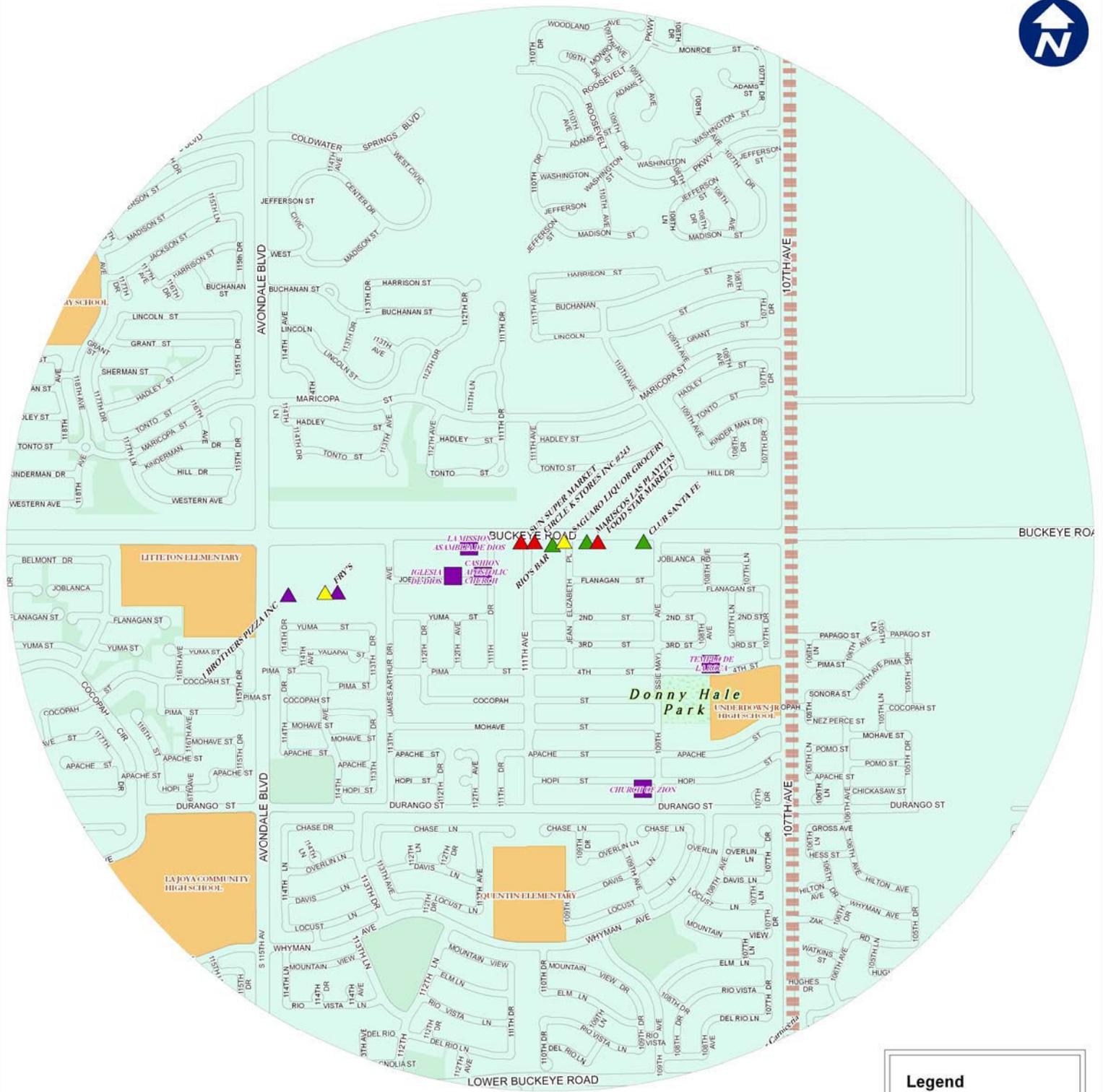
HEARING DATES SUBJECT TO CHANGE  
TO VERIFY CALL 402-554-4300

"SERIES 7: ON-SALE RETAILERS TO SELL  
BEER AND WINE"

THE CITY CLERK HAS RECEIVED FROM YOU THE NECESSARY APPLICATION TO SELL ALCOHOLIC BEVERAGES. THE CITY CLERK HAS REVIEWED YOUR APPLICATION AND HAS DETERMINED THAT YOU ARE QUALIFIED TO SELL ALCOHOLIC BEVERAGES. YOU WILL BE REQUIRED TO ATTEND A HEARING ON YOUR APPLICATION. THE HEARING WILL BE HELD AT THE SHERIFF'S CITY CLERK'S OFFICE, 11485 WEST CIVIC CENTER DRIVE, DENVER, COLORADO 80231. THE HEARING WILL BE HELD ON MONDAY, SEPTEMBER 14, 2009 AT 7:00 PM. YOU WILL BE REQUIRED TO ATTEND THE HEARING AND BRING WITH YOU THE NECESSARY DOCUMENTATION TO PROVE YOUR ELIGIBILITY TO SELL ALCOHOLIC BEVERAGES. IF YOU DO NOT ATTEND THE HEARING, YOUR APPLICATION WILL BE DENIED. IF YOU ARE APPROVED, YOU WILL BE REQUIRED TO OBTAIN A LIQUOR LICENSE FROM THE COLORADO STATE LIQUOR BOARD. FOR MORE INFORMATION, PLEASE CONTACT THE SHERIFF'S CITY CLERK AT 402-554-4300.

APPLICATION TO SELL ALCOHOLIC BEVERAGES  
NAME: [REDACTED]  
ADDRESS: [REDACTED]  
CITY: [REDACTED]  
STATE: [REDACTED]  
ZIP: [REDACTED]  
DATE OF BIRTH: [REDACTED]  
DATE OF APPLICATION: [REDACTED]  
DATE OF HEARING: [REDACTED]  
DATE OF POSTING: [REDACTED]

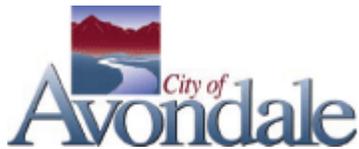
08.06.2009



**RIOS BAR**  
**11011 W. Buckeye Rd**  
**1 Mile Buffer**

**Legend**

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



# CITY COUNCIL REPORT

**SUBJECT:**

Liquor License Extension of Premises – Club Santa Fe

**MEETING DATE:**

September 14, 2009

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

**PURPOSE:**

Staff is requesting that Council consider a request from Ms. Nora Rodriguez for an Extension of Premises at Club Santa Fe - Series 7 - On-Sale Retailer's license to sell beer and wine located at 10907 West Buckeye Road.

**DISCUSSION:**

The City Clerk's Department has received an application from Nora Rodriguez for an extension of premises at Club Santa Fe. Ms Rodriguez has recently made modifications to her establishment by relocating the bartending area to allow for all customers to be in one area thereby increasing the security of the establishment.

Development Services, Finance, 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 extension of premises from Ms Nora Rodriguez at Club Santa Fe located at 10907 West Buckeye Road.

**ATTACHMENTS:**

Click to download

- [Application](#)
- [Recommendations](#)
- [Vicinity Map](#)

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5<sup>TH</sup> Floor  
Phoenix AZ 85007-2934  
(602) 542-5141

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

## APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service – Give specific purpose of change: Modify Layout of  
porch to better service customer. Move the bar towards  
the back wall.

Temporary change for date(s) of: \_\_\_\_\_

1. Licensee's Name: Rodriguez Noel E  
Last First Middle
2. Mailing Address: \_\_\_\_\_  
City State Zip
3. Business Name: Club Santa Fe LICENSE #: 07070310
4. Business Address: 10907 W. BUCKEYE Rd Maricopa AZ 85329  
City COUNTY State Zip
5. Business Phone: (480) 718-9515 Residence Phone: \_\_\_\_\_
6. Do you understand Arizona Liquor Laws and Regulations?  YES  NO FAX # (\_\_\_\_) \_\_\_\_\_
7. Have you received approved Liquor Law Training?  NO  YES When? April 2008
8. What security precautions will be taken to prevent liquor violations in the extended area? this improved the  
security by having all customer in one area.
9. Does this extension bring your premises within 300 feet of a church or school?  YES  NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

\*\*\*\*After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature)

(Title)

(Agency)

I, NOLA E. Rodriguez, being first duly sworn upon oath, hereby depose, swear and declare,  
(Print full name)  
under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

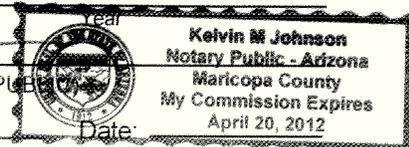
X [Signature]  
(Signature of Owner or Agent)

State of Arizona County of Maricopa  
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date

28th July 2009  
Day Month Year

My commission expires on: 20 April 2012

(Signature of NOTARY PUBLIC)



Investigation Recommendation  Approval  Disapproval by: \_\_\_\_\_

Director Signature required for Disapprovals \_\_\_\_\_ Date: \_\_\_\_\_

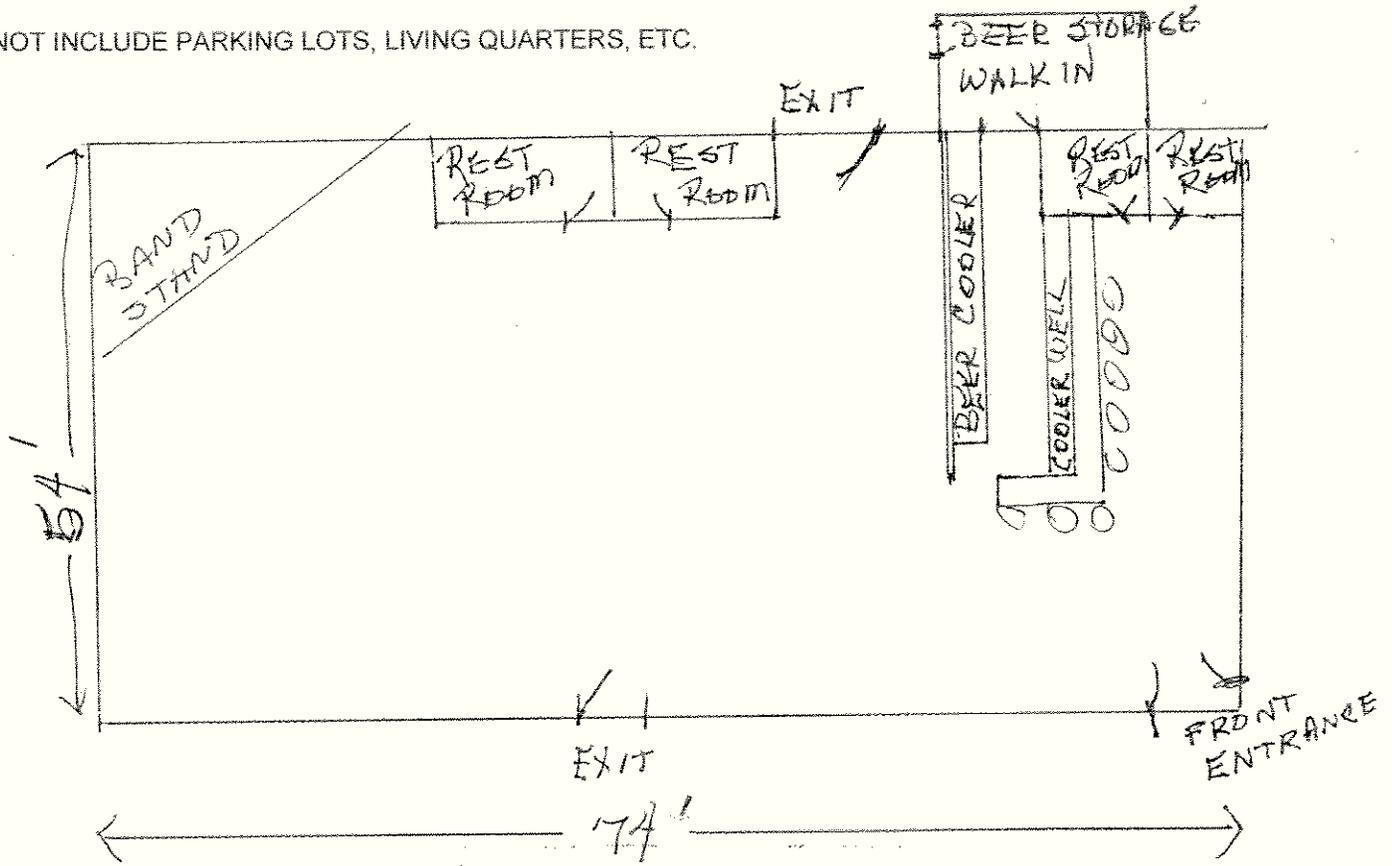
**SECTION 14 Restaurant, or Hotel-Motel Applicants:**

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location?  YES  NO If yes, give licensee's name: \_\_\_\_\_ and license #: \_\_\_\_\_  
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that 40% of your gross revenue must be from food sales?  YES  NO

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

1. Check ALL boxes that apply to your licensed premises:  
 Entrances/Exits  Liquor storage areas  
 Drive-in windows  Patio enclosures  
 Service windows  Under construction: estimated completion date \_\_\_\_\_
2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.



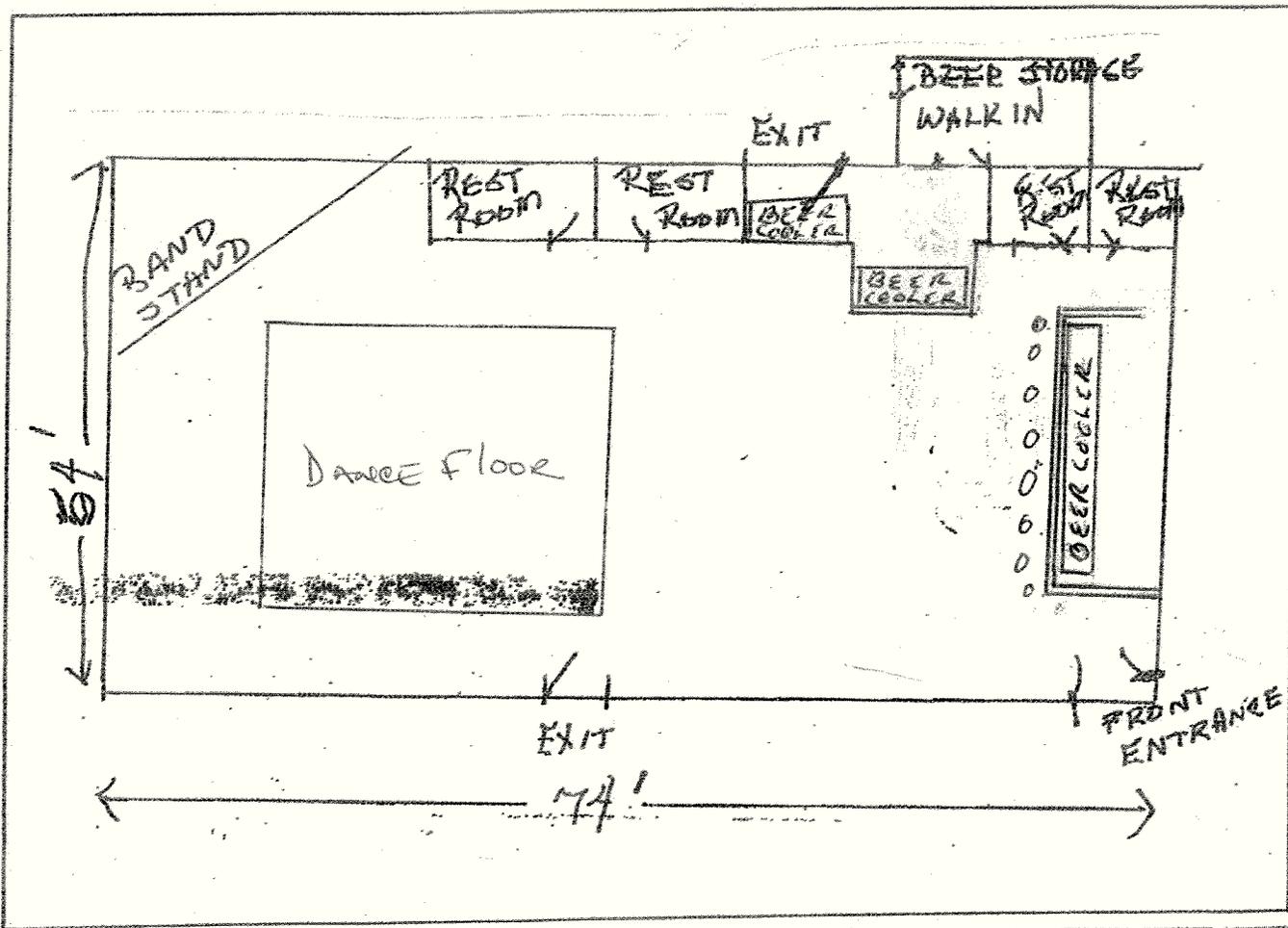
**ORIGINAL LAYOUT**

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

**SECTION 15 Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

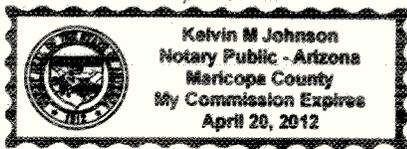


**SECTION 16 Signature Block**

**MODIFIED LAYOUT**

I, Nora E. Rodriguez, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

x Nora E. Rodriguez  
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 28th of July, 2009  
Day Month Year

My commission expires on: 20 April 2012  
Day Month Year

Kelvin M. Johnson  
signature of NOTARY PUBLIC



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

**APPLICANT'S NAME:** NORA RODRIGUEZ

**BUSINESS NAME:** CLUB SANTA FE

**ADDRESS:** 10907 WEST BUCKEYE ROAD

**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85329

**PURPOSE OF EXTENSION:** MODIFICATIONS TO INTERNAL LAYOUT

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

*[Signature]*  
 SIGNATURE  
Zoning Specialist  
 TITLE

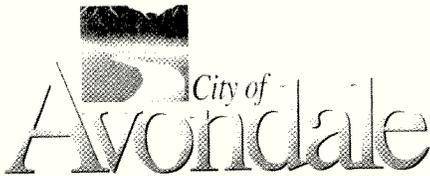
8/20/09  
 DATE

- APPROVED
- DENIED

*Brim Bam*  
 SIGNATURE  
Development Services Director  
 TITLE

8/24/09  
 DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**



## DEVELOPMENT SERVICES

### MEMORANDUM

---

**DATE:** August 20, 2009

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist

**SUBJECT:** Extension on Premises – Series 7 Liquor License  
Club Santa Fe – 10907 W Buckeye Road

The site is located just west of the southwest corner of 109<sup>th</sup> Avenue and Buckeye Road. The structure is complete.

State Statute requires all businesses holding Series 7 licenses to be separated a minimum of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. This requirement does not apply to an internal extension on premises series 7 liquor license.

The General Plan designates the property as Commercial. The property is zoned R1-6 (Single Family Residential). The site is currently being used as Club Santa Fe. The use is legal nonconforming.

Staff recommends approval of this request.

Attachment: Zoning Vicinity Map  
2008 Aerial Photograph

PAD

COUNTY

Buckeye Road

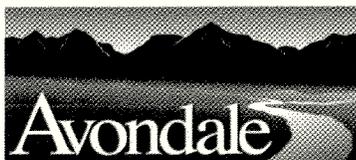
R1-6

Jesse Mae Way

R1-6

PAD

## Zoning Vicinity Map

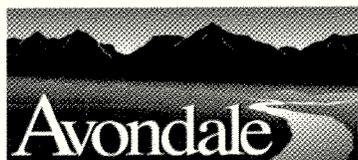


Subject Property





## 2008 Aerial Photograph



Subject Property





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

---

**APPLICANT'S NAME:** NORA RODRIGUEZ

**BUSINESS NAME:** CLUB SANTA FE

**ADDRESS:** 10907 WEST BUCKEYE ROAD

**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85329

**PURPOSE OF EXTENSION:** MODIFICATIONS TO INTERNAL LAYOUT

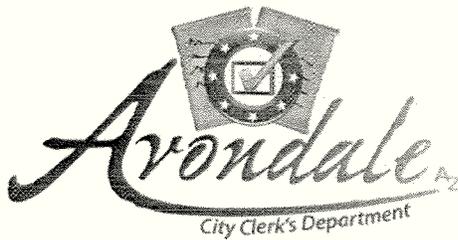
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

Joan G. Gorm  
SIGNATURE  
Fire Inspector  
TITLE

8/31/09  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

**APPLICANT'S NAME:** NORA RODRIGUEZ

**BUSINESS NAME:** CLUB SANTA FE

**ADDRESS:** 10907 WEST BUCKEYE ROAD

**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85329

**PURPOSE OF EXTENSION:** MODIFICATIONS TO INTERNAL LAYOUT

**DEPARTMENTAL COMMENTS:**

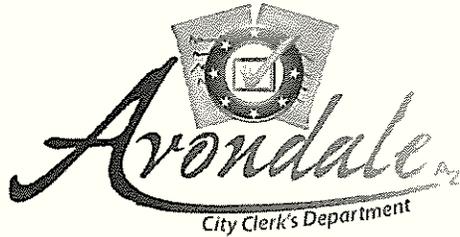
- APPROVED
- DENIED

*Jenab*  
\_\_\_\_\_  
SIGNATURE

*8/17/09*  
\_\_\_\_\_  
DATE

*Private Tax Auditor*  
\_\_\_\_\_  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

**APPLICANT'S NAME:** NORA RODRIGUEZ

**BUSINESS NAME:** CLUB SANTA FE

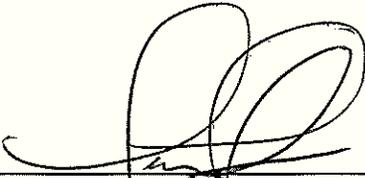
**ADDRESS:** 10907 WEST BUCKEYE ROAD

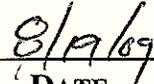
**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85329

**PURPOSE OF EXTENSION:** MODIFICATIONS TO INTERNAL LAYOUT

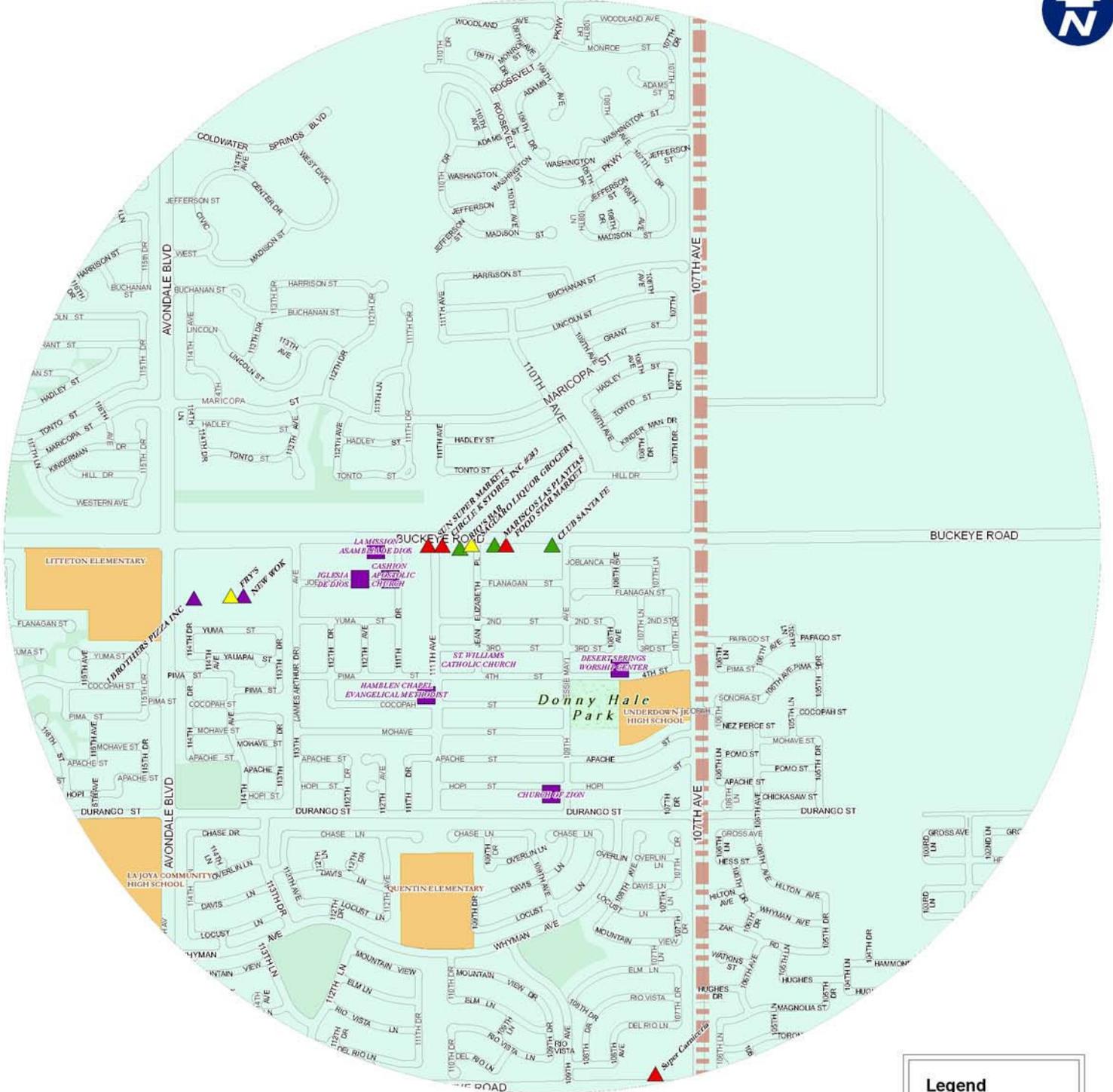
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**



**CLUB SANTA FE**  
**10907 W Buckeye Rd**  
**1 Mile Buffer**

**Legend**

**PLACES OF WORSHIP**

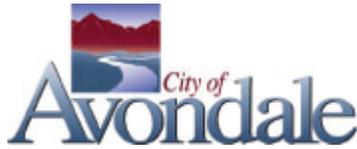
-  CHURCH

**LIQUOR LICENSE**

-  SERIES 6
-  SERIES 7
-  SERIES 9
-  SERIES 10
-  SERIES 12
-  SERIES 14
-  SERIES 16

**SCHOOLS**

- 



# CITY COUNCIL REPORT

**SUBJECT:**

Liquor License Extension of Premises – Estrella  
Vista Reception Center

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

**FROM:** Carmen Martinez, City Clerk (623) 333-1214

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will consider a request from Ms Carmen Gonzales for an Extension of Premises for Estrella Vista Reception Center - Series 7 - On-Site Retailer's license to sell beer and wine located at 1471 N. Eliseo Felix Jr. Way.

**DISCUSSION:**

The City Clerk's Department has received an application from Ms Carmen Gonzales for an extension of premises to her currently valid Series 7 - On-Site Retailer's license to sell beer and wine. Ms Gonzales has recently built a new patio and an outdoor bar and would like to extend her liquor license to serve alcohol in this newly built outdoor reception area.

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

**RECOMMENDATION:**

Staff is recommending that Council approve this request for an extension of premises at Estrella Vista Reception Center located at 1471 N. Eliseo Felix Jr. Way.

**ATTACHMENTS:**

Click to download

- [Application](#)
- [Recommendations](#)
- [Vicinity Map](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5<sup>TH</sup> Floor  
Phoenix AZ 85007-2934  
(602) 542-5141

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

09 JUL 17 Ligr. Dept PM 1 54

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

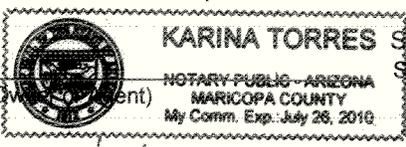
Permanent change of area of service - Give specific purpose of change: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
 Temporary change for date(s) of: \_\_\_\_\_

- 1. Licensee's Name: Gonzales Carmen M.  
Last First Middle
- 2. Mailing Address: 1471 N. Eliseo Felix Jr Way Avondale AZ 85323  
City State Zip
- 3. Business Name: Estrella Vista Reception Inc. LICENSE #: 07070178
- 4. Business Address: 1471 N. Eliseo Felix Jr Way Avondale Maricopa AZ 85323  
City COUNTY State Zip
- 5. Business Phone: (623) 932-4455 Residence Phone: (602) 997
- 6. Do you understand Arizona Liquor Laws and Regulations?  YES  NO FAX # (623) 925-1471
- 7. Have you received approved Liquor Law Training?  NO  YES When? Nov. 2, 2005
- 8. What security precautions will be taken to prevent liquor violations in the extended area? We hire 1 security officer for every 100 pp for each event + a full-time security mgr. from EVRC.
- 9. Does this extension bring your premises within 300 feet of a church or school?  YES  NO
- 10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

\*\*\*\*After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.  
This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:  
\_\_\_\_\_  
(Authorized Signature) (Title) (Agency)

I, Carmen M. Gonzales, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

Carmen M. Gonzales  
(Signature of Applicant)



State of Arizona County of Maricopa  
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date  
14 July 2009  
Day Month Year

My commission expires on: July 26, 2010  
Karina Torres  
(Signature of NOTARY PUBLIC)

Investigation Recommendation  Approval  Disapproval by: \_\_\_\_\_ Date: \_\_\_\_\_

Director Signature required for Disapprovals \_\_\_\_\_ Date: \_\_\_\_\_

KARINA TORRES  
NOTARY PUBLIC, ARIZONA  
MAINTENANCE FUND  
My Comm. Exp. 06/28/2016



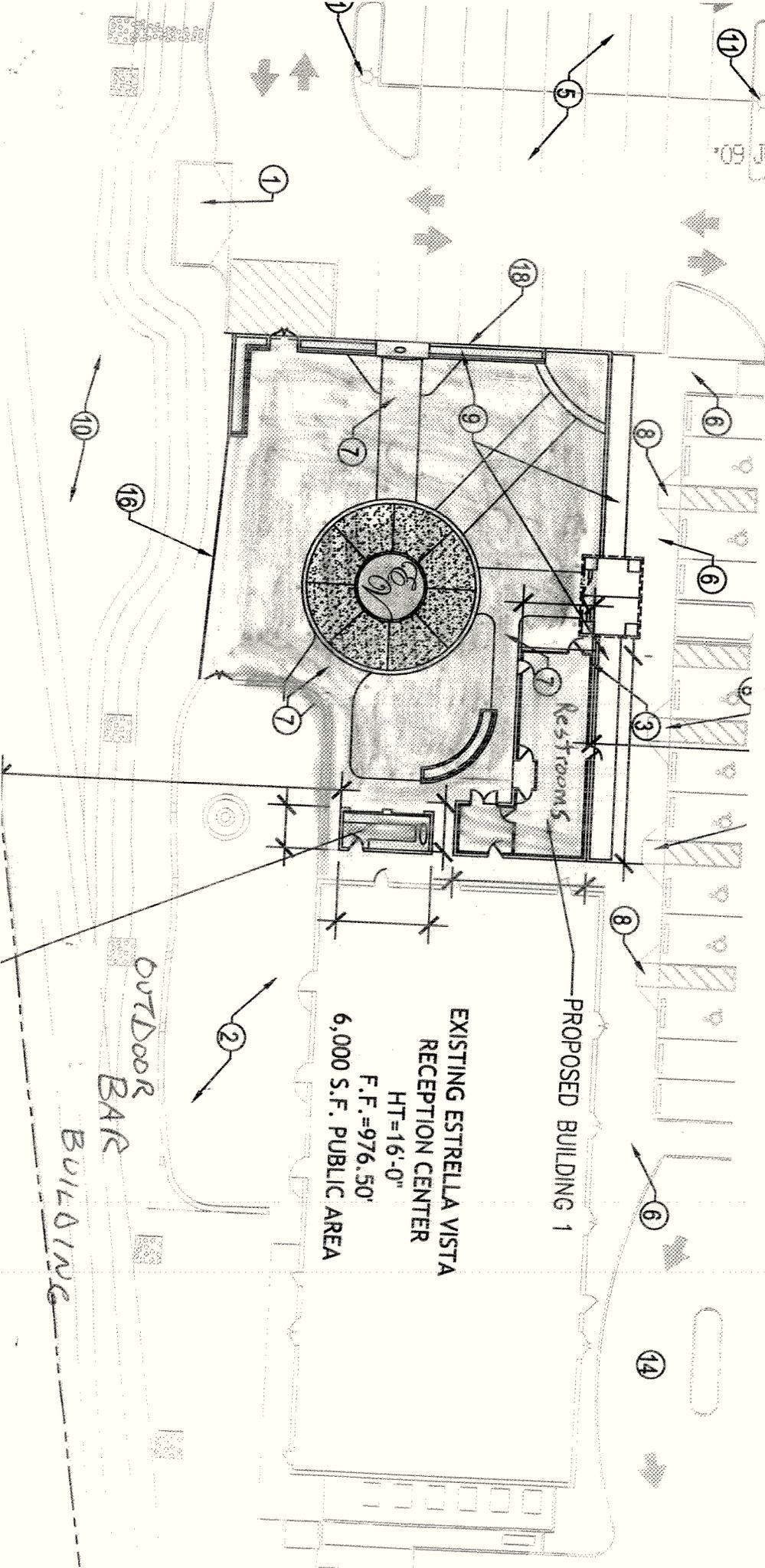
'09 JUL 17 Liqr. Dept PM 154

NEW PATIO ADDITION  
HIGH LIGHTED IN YELLOW

2 BUILDINGS - 1,097.2 SQUARE FEET

Request extension of permit to include the new patio  
& bar (not the restrooms), shaded area,

NORTH



EXISTING ESTRELLA VISTA  
RECEPTION CENTER  
HT=16'-0"  
F.F.=976.50"  
6,000 S.F. PUBLIC AREA

PROPOSED BUILDING 1

OUTDOOR BAR BUILDING

OUTDOOR BAR



OWNER / DEVELOPER:  
CARMEN M. GONZALES  
ANTHONY D. GONZALES  
1471 N. ELISEO C. FELIX JR. WAY  
AVONDALE, AZ. 85323  
TEL: 623-932-4455

SITE ADDRESS:  
1471 N. ELISEO C. FELIX JR. WAY  
AVONDALE, AZ. 85323

APN:  
500-02-013M

PROJECT DESCRIPTION:  
OUTDOOR MEETING/  
RECEPTION FACILITY

ZONING:  
C-2 COMMERCIAL

OCCUPANCY:  
A-3 ASSEMBLY

BUILDING AREA:

TOTAL 6494.74 SF. *OUTDOOR GARDEN*

BUILDING 1: 910.6 SF.

BUILDING 2: 186.6 SF.

PERCENT OF COVERAGE:  
16.89 PERCENT

SITE AREA:  
=/- 231,245 SF.(=/- 5.03 ACRES)  
NET SITE AREA:  
=/- 212,962 SF.(=/- 4.89 ACRES)

\*09 JUL 17 Lic. Dept PM 154

PARKING REQUIREMENTS:  
REQUIRED: 130  
TOTAL ALLOTTED: 107  
REQUIRED ADA: 4 STND.1 VAN  
TOTAL ADA ALLOTTED: 3

ARCHITECT:  
TAYLOR BROWN, A.I.A.  
EPSILON DESIGN GROUP  
250 N. LITCHFIELD RD. STE. 261 F  
GOODYEAR AZ. 85338  
PHONE: 623-932-9967  
FAX: 623-932-9968

PROJECT DESCRIPTION:  
OUTDOOR BANQUET/  
RECEPTION SPACE

BUILDING 1:  
MEN / WOMEN'S RESTROOM  
MENS / WOMEN'S DRESSING  
STORAGE AREA

BUILDING 2:  
BAR

ALL ADJACENT ZONING DISTRICTS COMMERCIAL

## LEGAL DESCRIPTION

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, WHICH BEARS SOUTH 88°22'02" EAST, A DISTANCE OF 1,319.42 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION:

THENCE NORTH 00°40'09" EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 609.19 FEET;

THENCE SOUTH 89°19'51" EAST, LEAVING THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TO A POINT ON THE WEST LINE OF PARCEL NO. 500-2-13E, AS RECORDED IN THE ASSESSORS OFFICE OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 09°00'00" EAST, ALONG SAID WEST LINE A DISTANCE OF 585.03 FEET, TO A POINT OF THE NORTH LINE OF PARCEL NO. 500-2-13E;

ALONG SAID NORTH LINE, A DISTANCE OF 295.00 FEET, TO A POINT





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

---

**APPLICANT'S NAME:** CARMEN GONZALES

**BUSINESS NAME:** ESTRELLA VISTA RECEPTION CENTER

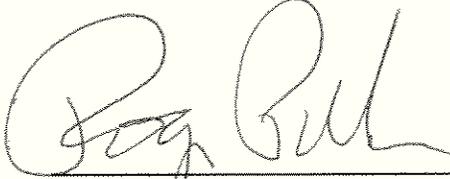
**ADDRESS:** 1471 NORTH ELISEO FELIX JR. WAY

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

**PURPOSE OF EXTENSION:** NEW PATIO & OUTDOOR BAR AREA

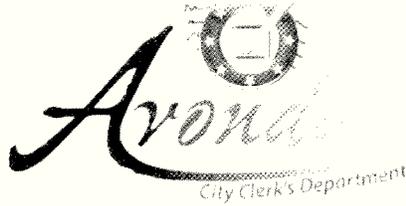
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
FIRE MARSHAL  
\_\_\_\_\_  
TITLE

8/25/09  
\_\_\_\_\_  
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

**APPLICANT'S NAME:** CARMEN GONZALES

**BUSINESS NAME:** ESTRELLA VISTA RECEPTION CENTER

**ADDRESS:** 1471 NORTH ELISEO FELIX JR. WAY

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

**PURPOSE OF EXTENSION:** NEW PATIO & OUTDOOR BAR AREA

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

*[Signature]*  
 SIGNATURE  
Zoning Specialist  
 TITLE

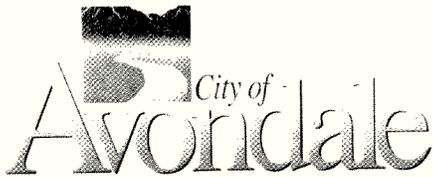
8/20/09  
 DATE

- APPROVED
- DENIED

*[Signature]*  
 SIGNATURE  
Development Services Director  
 TITLE

8/24/09  
 DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 20**



## DEVELOPMENT SERVICES

### MEMORANDUM

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**DATE:** August 20, 2009

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist

**SUBJECT:** Extension of Premises – Series 7 Bar Beer and Wine License  
Estrella Vista Reception Center – 1471 N Eliseo C. Felix Jr Way

The site is located north of the northeast corner of Eliseo C. Felix Jr Way and Dysart Road. The building is existing. The outdoor reception area is newly built.

State Statute requires a minimum separation of 300 feet from school or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

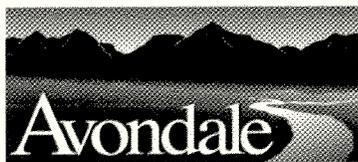
The General Plan designates the property as Employment. The site is zoned C-2 (Community Commercial District). The zoning conditionally allows for reception centers. City Council approved the Conditional Use Permit for the Estrella Vista Reception Center Expansion on July 17, 2007.

Staff recommends approval of this request.

Attachment: 2008 Aerial Photography  
Zoning Vicinity Map

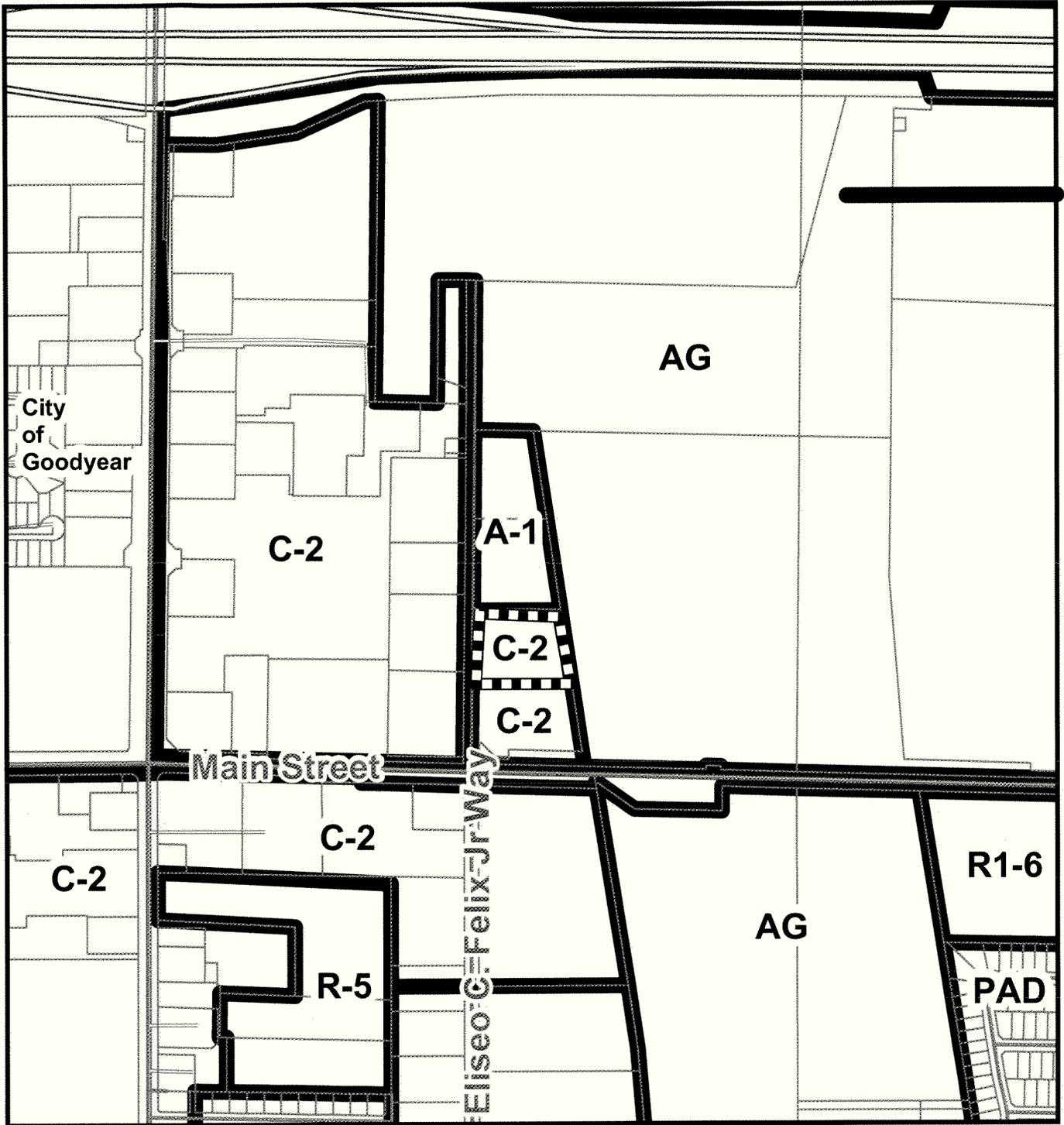


**Aerial Photograph 2008**

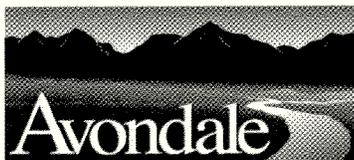


**Subject Property**



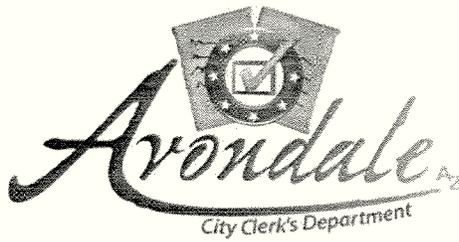


### Zoning Vicinity Map



Subject Property





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

**APPLICANT'S NAME:** CARMEN GONZALES

**BUSINESS NAME:** ESTRELLA VISTA RECEPTION CENTER

**ADDRESS:** 1471 NORTH ELISEO FELIX JR. WAY

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

**PURPOSE OF EXTENSION:** NEW PATIO & OUTDOOR BAR AREA

**DEPARTMENTAL COMMENTS:**

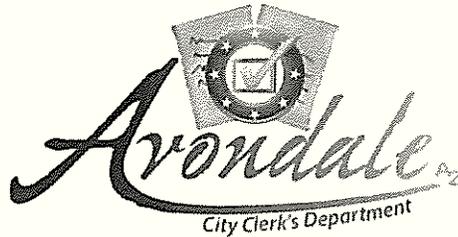
- APPROVED
- DENIED

Jerad Heen  
SIGNATURE

8/17/09  
DATE

Private Tax Auditor  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

**APPLICANT'S NAME:** CARMEN GONZALES

**BUSINESS NAME:** ESTRELLA VISTA RECEPTION CENTER

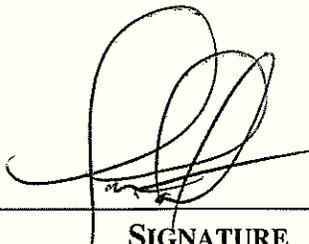
**ADDRESS:** 1471 NORTH ELISEO FELIX JR. WAY

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

**PURPOSE OF EXTENSION:** NEW PATIO & OUTDOOR BAR AREA

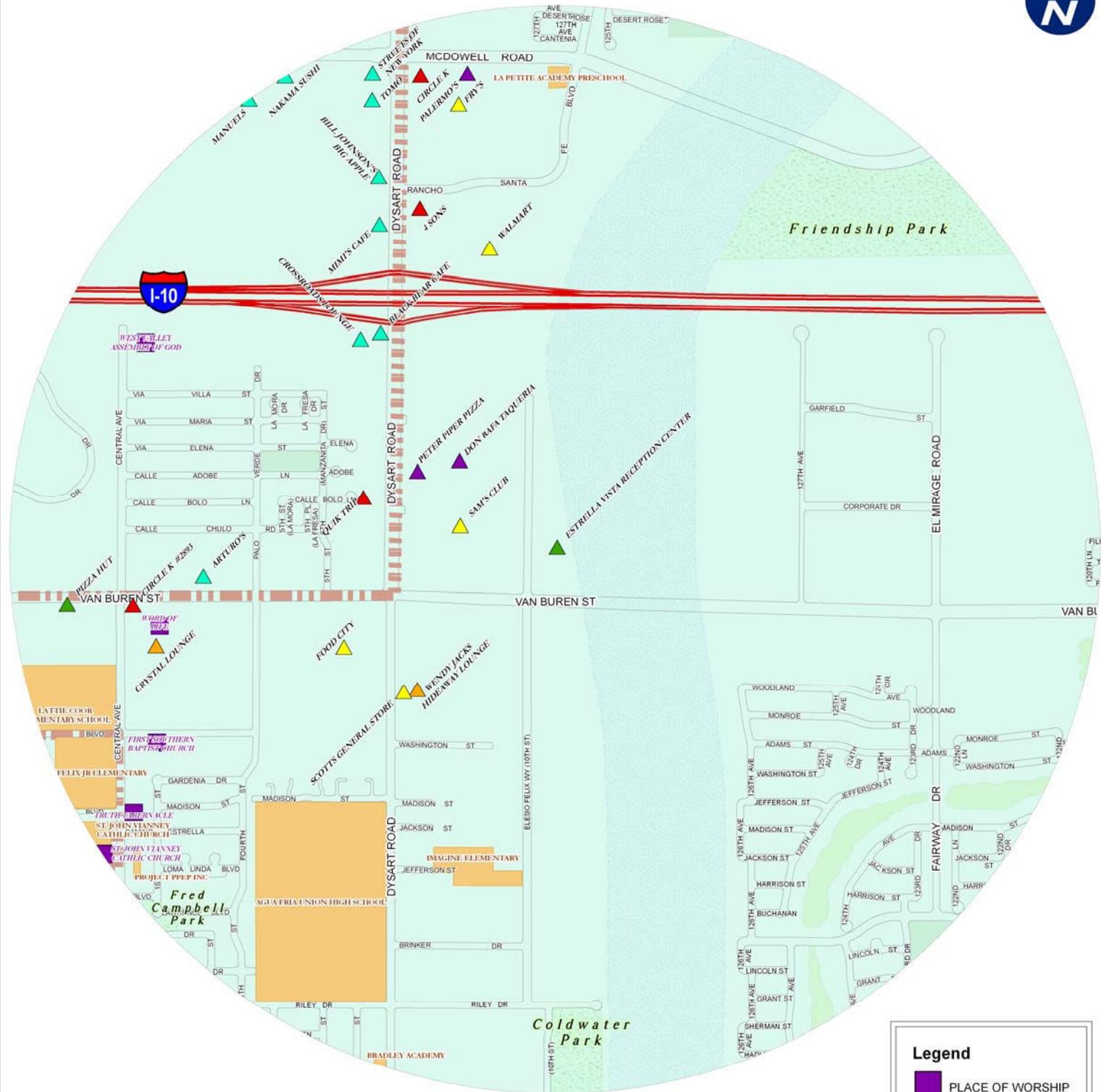
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
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TITLE

  
\_\_\_\_\_  
DATE

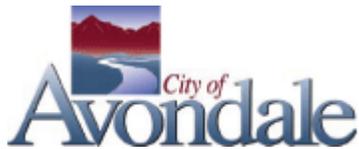
**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 14, 2009**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 24, 2009**



**ESTRELLA VISTA  
RECEPTION CENTER  
1471 N. Eliseo Felix Jr Way  
1 Mile Buffer**

**Legend**

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



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract Award - J.J. Sprague of Arizona, Inc. for the Elm Lane and Central Avenue Drainage Improvements

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a construction contract to J.J. Sprague of Arizona, Inc. for storm drain improvements along Elm Lane and Central Avenue, in the amount of \$1,255,993.20 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On October 15, 2007, City Council approved an Intergovernmental Agreement (IGA) with Flood Control District of Maricopa County (FCDMC) to cover drainage improvements along Elm Lane and Central Avenue. The IGA permitted the grading of retention basins, development of a comprehensive drainage report, preparation of construction documents and constructing the improvements.

On July 21, 2008, City Council approved a Professional Services Agreement (PSA) with Entellus Engineering, Inc. to provide a comprehensive drainage report and construction documents.

**DISCUSSION:**

The proposed drainage improvements will include storm drain and retention basin construction in southern Avondale. The project limits are defined as Central Avenue from Festival Fields Park north to Overlin Lane, and Elm Lane from Central Avenue west to 3rd Avenue.

**SCOPE OF WORK:**

The scope of work for this project will include:

- Construction of a retention basin
- Removal and abandonment of a portion of the existing storm drain
- Installation of a storm drain
- Installation of two (2) concrete junction structures
- Installation of approximately 33 laterals and catch basins
- Removal and replacement of curb, gutter, sidewalk, and valley gutter
- Relocation of existing water services and meters
- Vertical realignment of waterlines
- Removal and replacement of a section of sewer on Rio Vista Lane
- Grading of the retention basin outfall at Festival Fields Park

**BID PROCESS:**

Request for Bid notices were published in the West Valley View on August 4, 2009 and August 11, 2009 and in the Arizona Business Gazette on August 6, 2009. Fifteen (15) bids were received and opened on August 27, 2009. Each bid package was reviewed and all but one bidder met the bidding requirements. The firms submitting bids and the amount of their bids are as follows:

<b>BIDDER</b>	<b>BID AMOUNT</b>	<b>M/DBE</b>
Craig F. Sorenson Construction, Inc.	INCOMPLETE	No
Arapahoe Utilities and Infrastructure, Inc.	\$ 1,724,146.00	No
Citywide Contracting, LLC	\$ 1,262,068.00	No
Blucor Contracting, Inc.	\$ 1,522,627.24	No
Norquay Construction, Inc.	\$ 1,460,972.48	No
Achen-Gardner Engineering, LLC	\$ 1,450,677.15	No
B&F Contracting, Inc.	\$ 1,546,080.80	No
Markham Contracting Co., Inc.	\$ 1,461,206.23	No
Shiya-Stephens Contracting Co.	\$ 1,849,314.00	No
JCI Construction, Inc.	\$ 1,407,191.81	No
Petra Contracting	\$ 1,702,376.50	No
Spire Engineering, LLC	\$ 1,666,743.46	No
J. J. Sprague of Arizona, Inc.	\$ 1,255,993.20	No
Summit Pueblo West, LLC	\$ 1,423,996.64	No
Wheeler Construction, Inc.	\$ 1,318,550.61	No

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

JJ Sprague of Arizona, Inc. with a bid of \$1,255,993.20 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes JJ Sprague of Arizona, Inc. to be competent and qualified for this project. JJ Sprague of Arizona, Inc. has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

Contract is on file with the City Clerk.

**SCHEDULE:**

The following is a tentative construction schedule:

<b>PROJECT MILESTONES</b>	<b>TARGET DATES</b>
Issue Notice of Award	09/21/09
Pre-Construction Conference	09/28/09
Issue Notice-To-Proceed	10/05/09
Begin Construction	10/12/09
Project Completion	03/09/10

**BUDGETARY IMPACT:**

Funding for the Elm Lane and Central Avenue Drainage Improvements in the amount of \$1,255,993.20 is available in CIP Street Fund Line Item 304-1158-00-8420. In accordance with the IGA, FCDMC will reimburse the City for 50% of the cost of this project up to and not exceeding \$1,000,000.00.

**RECOMMENDATION:**

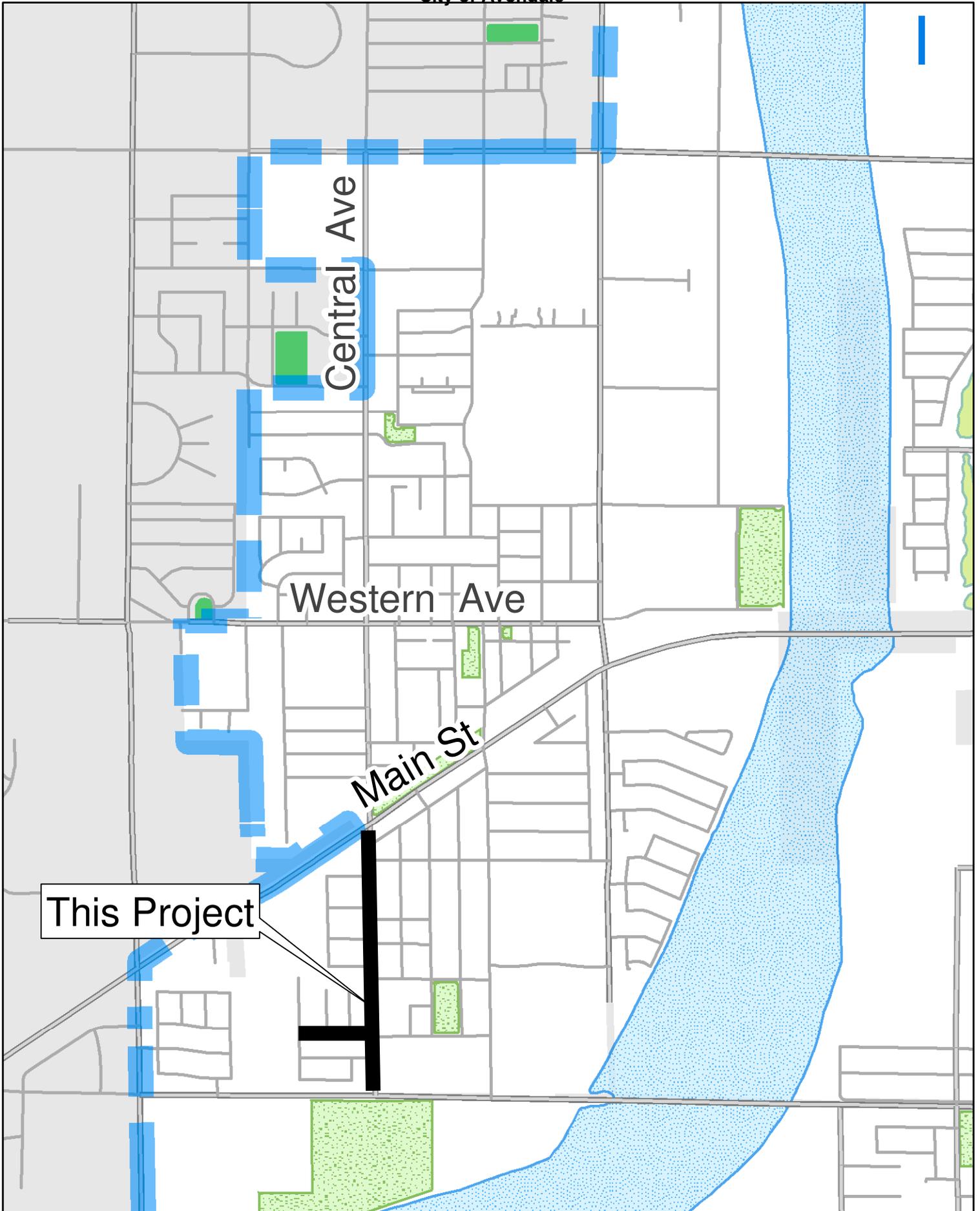
Staff recommends that the City Council award a construction contract to J.J. Sprague of Arizona, Inc. for storm drain improvements along Elm Lane and Central Avenue in the amount of \$1,255,993.20 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [Vicinity Map](#)

 [Bid Tabulation Sheet](#)



This Project

Vicinity Map  
Elm Lane Drainage Project

**BID TABULATION**  
**ST1158 Elm Lane Drainage Improvements**  
**BID DATE: August 27, 2009**

Seq #	Bid Item #	Description of Materials and/or Services	Qty	Unit	SORENSEN		ARAPAHOE		CITYWIDE CONTRACTING		BLUCOR		NORQUAY		ACHEN GARDNER		B&F CONTRACTING		MARKHAM	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>INCIDENTAL ITEMS</b>																				
1	107.03000	NDPES/SWPPP: A.Z.P.D.E.S.	1	LS	\$8,194.30	\$8,194.30	\$17,000.00	\$17,000.00	\$14,000.00	\$14,000.00	\$16,950.00	\$16,950.00	\$12,960.00	\$12,960.00	\$16,500.00	\$16,500.00	\$14,250.00	\$14,250.00	\$13,421.00	\$13,421.00
2	107.04000	Miscellaneous Reimbursable (Allowance)	1	ALLOW	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
3	107.01500	Community Relations (Allowance)	1	ALLOW	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
4	108.01000	Construction Staking, Surveying and Layout	1	LS	\$4,790.51	\$4,790.51	\$9,100.00	\$9,100.00	\$4,000.00	\$4,000.00	\$4,401.00	\$4,401.00	\$4,860.00	\$4,860.00	\$3,500.00	\$3,500.00	\$6,600.00	\$6,600.00	\$8,659.00	\$8,659.00
5	108.01010	Preparation of As-Builts Plans	1	LS	\$756.40	\$756.40	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$2,250.00	\$2,250.00	\$3,780.00	\$3,780.00	\$300.00	\$300.00	\$2,200.00	\$2,200.00	\$1,856.00	\$1,856.00
6	109.09000	Mobilization/Demobilization	1	LS	\$18,472.47	\$18,472.47	\$14,000.00	\$14,000.00	\$63,000.00	\$63,000.00	\$40,000.00	\$40,000.00	\$100,072.00	\$100,072.00	\$50,500.00	\$50,500.00	\$8,000.00	\$8,000.00	\$49,638.00	\$49,638.00
7	401.01000	Traffic Control	1	LS	\$62,625.89	\$62,625.89	\$42,000.00	\$42,000.00	\$10,000.00	\$10,000.00	\$36,000.00	\$36,000.00	\$1,940.00	\$1,940.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$77,392.00	\$77,392.00
<b>GENERAL ITEMS</b>																				
8	310.03125	Aggregate Base Course, MAG 702	1649	TN	\$60.64	\$99,995.36	\$24.00	\$39,576.00	\$18.50	\$30,506.50	\$16.00	\$26,384.00	\$19.88	\$32,782.12	\$27.00	\$44,523.00	\$12.50	\$20,612.50	\$26.00	\$42,874.00
9	321.00203	Asphaltic Concrete Pavement (19 mm Surface Course HV)	557	TN	\$76.90	\$42,833.30	\$71.00	\$39,547.00	\$65.00	\$36,205.00	\$70.00	\$38,990.00	\$61.56	\$34,288.92	\$65.00	\$36,205.00	\$59.40	\$33,085.80	\$82.00	\$45,674.00
10	321.00300	Asphaltic Concrete Pavement (19 mm Base Course HV)	563	TN	\$73.12	\$41,166.56	\$71.00	\$39,973.00	\$65.00	\$36,595.00	\$70.00	\$39,410.00	\$61.56	\$34,658.28	\$70.00	\$39,410.00	\$59.40	\$33,442.20	\$82.00	\$46,166.00
10a	332.10200	MAG Type II Slurry Seal Application	15219	SY	\$2.25	\$34,242.75	\$2.00	\$30,438.00	\$1.50	\$22,828.50	\$1.60	\$24,350.40	\$3.93	\$59,810.67	\$2.00	\$30,438.00	\$2.10	\$31,959.90	\$2.00	\$30,438.00
11	340.01004	Vertical - Roll Curb Transition MAG 221	15	EA	\$49.86	\$747.90	\$130.00	\$1,950.00	\$50.00	\$750.00	\$43.50	\$652.50	\$54.00	\$810.00	\$350.00	\$5,250.00	\$200.00	\$3,000.00	\$124.00	\$1,860.00
12	340.01110	6" Vertical Curb & Gutter, MAG 220 Type A	20	LF	\$32.97	\$659.40	\$23.00	\$460.00	\$40.00	\$800.00	\$11.75	\$235.00	\$21.60	\$432.00	\$40.00	\$800.00	\$8.00	\$160.00	\$31.00	\$620.00
13	340.01210	Concrete Sidewalk	100	SF	\$3.33	\$333.00	\$11.00	\$1,100.00	\$10.00	\$1,000.00	\$2.40	\$240.00	\$3.51	\$351.00	\$18.00	\$1,800.00	\$3.50	\$350.00	\$7.00	\$700.00
14	340.01600	Concrete Valley Gutter & Apron, MAG 240	270	SF	\$4.31	\$1,163.70	\$12.00	\$3,240.00	\$8.00	\$2,160.00	\$3.60	\$972.00	\$6.86	\$1,852.20	\$19.00	\$5,130.00	\$12.00	\$3,240.00	\$15.00	\$4,050.00
15	345.01100	Manhole Frame Adjustment	1	EA	\$378.20	\$378.20	\$335.00	\$335.00	\$285.00	\$285.00	\$330.00	\$330.00	\$248.40	\$248.40	\$350.00	\$350.00	\$300.00	\$300.00	\$346.00	\$346.00
16	405.00020	Survey Monument, MAG 120-1 (Type A)	1	EA	\$157.58	\$157.58	\$180.00	\$180.00	\$250.00	\$250.00	\$320.00	\$320.00	\$351.00	\$351.00	\$400.00	\$400.00	\$420.00	\$420.00	\$304.00	\$304.00
17	430.03000	Pre-Emergent Weed Control	1	LS	\$2,666.60	\$2,666.60	\$5,450.00	\$5,450.00	\$3,600.00	\$3,600.00	\$1,200.00	\$1,200.00	\$1,036.80	\$1,036.80	\$2,200.00	\$2,200.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
18	430.30000	2" Decomposed Granite (Retention Basin)	1	LS	\$25,213.24	\$25,213.24	\$38,900.00	\$38,900.00	\$13,000.00	\$13,000.00	\$27,800.00	\$27,800.00	\$21,983.40	\$21,983.40	\$23,800.00	\$23,800.00	\$21,000.00	\$21,000.00	\$17,000.00	\$17,000.00
19	430.30001	Decomposed Granite (Channel)	1	LS	\$6,303.30	\$6,303.30	\$15,800.00	\$15,800.00	\$4,500.00	\$4,500.00	\$12,588.00	\$12,588.00	\$9,066.60	\$9,066.60	\$8,800.00	\$8,800.00	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00
19a	462.01100	100 mm (4") White Thermoplastic Traffic Stripe	500	LF	\$1.39	\$695.00	\$0.90	\$450.00	\$1.00	\$500.00	\$1.30	\$650.00	\$1.08	\$540.00	\$1.10	\$550.00	\$1.30	\$650.00	\$2.00	\$1,000.00
19b	462.01200	100 mm (4") Yellow Thermoplastic Traffic Stripe	1500	LF	\$1.39	\$2,085.00	\$0.90	\$1,350.00	\$1.00	\$1,500.00	\$1.30	\$1,950.00	\$1.08	\$1,620.00	\$1.10	\$1,650.00	\$1.30	\$1,950.00	\$2.00	\$3,000.00
19c	462.01512	Thermoplastic Left Turn Arrow	3	EA	\$441.23	\$1,323.69	\$355.00	\$1,065.00	\$185.00	\$555.00	\$242.00	\$726.00	\$199.80	\$599.40	\$200.00	\$600.00	\$240.00	\$720.00	\$290.00	\$870.00
19d	462.01519	Thermoplastic Symbol, Thru Straight/Right Turn Arrow	2	EA	\$378.20	\$756.40	\$545.00	\$1,090.00	\$225.00	\$450.00	\$82.30	\$164.60	\$243.00	\$486.00	\$250.00	\$500.00	\$292.00	\$584.00	\$340.00	\$680.00
<b>REMOVAL AND RELOCATION ITEMS</b>																				
20	350.01101	Remove Existing Pipe	171	LF	\$6.69	\$1,143.99	\$14.00	\$2,394.00	\$12.00	\$2,052.00	\$11.50	\$1,966.50	\$5.80	\$991.80	\$2.00	\$342.00	\$25.00	\$4,275.00	\$7.00	\$1,197.00
21	350.01300	Sawcut & Remove Existing AC	4948	SY	\$4.87	\$24,096.76	\$6.00	\$29,688.00	\$3.00	\$14,844.00	\$5.31	\$26,273.88	\$6.27	\$31,023.96	\$6.00	\$29,688.00	\$2.75	\$13,607.00	\$7.00	\$34,636.00
22	350.01400	Remove Existing Catch Basin	2	EA	\$167.76	\$335.52	\$495.00	\$990.00	\$600.00	\$1,200.00	\$487.00	\$974.00	\$594.00	\$1,188.00	\$700.00	\$1,400.00	\$700.00	\$1,400.00	\$166.00	\$332.00
23	350.01450	Remove Top of Manhole, Backfill and Compact	2	EA	\$448.17	\$896.34	\$635.00	\$1,270.00	\$600.00	\$1,200.00	\$630.00	\$1,260.00	\$1,080.00	\$2,160.00	\$1,000.00	\$2,000.00	\$300.00	\$600.00	\$445.00	\$890.00
24	350.01800	Sawcut & Remove Concrete Curb & Gutter	865	LF	\$2.13	\$1,842.45	\$3.50	\$3,027.50	\$3.00	\$2,595.00	\$2.80	\$2,422.00	\$2.79	\$2,413.35	\$4.00	\$3,460.00	\$5.00	\$4,325.00	\$7.50	\$6,487.50
25	350.01900	Sawcut & Remove Existing Sidewalk	3151	SF	\$1.77	\$5,577.27	\$2.50	\$7,877.50	\$1.00	\$3,151.00	\$1.36	\$4,285.36	\$0.83	\$2,615.33	\$1.00	\$3,151.00	\$0.50	\$1,575.50	\$2.00	\$6,302.00
26	351.46100	Remove & Replace Electric Box	2	EA	\$2,893.39	\$5,786.78	\$610.00	\$1,220.00	\$325.00	\$650.00	\$360.00	\$720.00	\$702.00	\$1,404.00	\$1,200.00	\$2,400.00	\$300.00	\$600.00	\$597.00	\$1,194.00
27	430.00001	Remove & Replace Landscape	1	LS	\$5,306.37	\$5,306.37	\$9,100.00	\$9,100.00	\$3,500.00	\$3,500.00	\$4,760.00	\$4,760.00	\$10,584.00	\$10,584.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$3,600.00	\$3,600.00
<b>GRADING AND DRAINAGE ITEMS</b>																				
28	215.01000	Channel Excavation & Regrading	1	LS	\$6,303.30	\$6,303.30	\$25,000.00	\$25,000.00	\$4,000.00	\$4,000.00	\$2,566.00	\$2,566.00	\$5,400.00	\$5,400.00	\$6,400.00	\$6,400.00	\$12,000.00	\$12,000.00	\$6,100.00	\$6,100.00
29	215.01510	Earthwork for Retention Basin	7014	CY	\$14.21	\$99,668.94	\$16.00	\$112,224.00	\$4.00	\$28,056.00	\$8.40	\$58,917.60	\$17.75	\$124,498.50	\$11.00	\$77,154.00	\$13.00	\$91,182.00	\$13.75	\$96,442.50
30	220.10150	Plain Rip-Rap D50=6"	15	CY	\$75.64	\$1,134.60	\$90.00	\$1,350.00	\$65.00	\$975.00	\$57.75	\$866.25	\$87.48	\$1,312.20	\$90.00	\$1,350.00	\$60.00	\$900.00	\$133.00	\$1,995.00
31	505.14211	Concrete Catch Basin, A1520, M-1, L-6	1	EA	\$3,528.60	\$3,528.60	\$3,600.00	\$3,600.00	\$2,100.00	\$2,100.00	\$3,630.00	\$3,630.00	\$2,301.48	\$2,301.48	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00	\$2,350.00	\$2,350.00
32	505.14212	Concrete Catch Basin, A1520, M-1, L-10	10	EA	\$4,160.18	\$41,601.80	\$4,200.00	\$42,000.00	\$2,800.00	\$28,000.00	\$4,410.00	\$44,100.00	\$3,461.40	\$34,614.00	\$3,000.00	\$30,000.00	\$3,500.00	\$35,000.00	\$2,752.00	\$27,520.00
33	505.14213	Concrete Catch Basin, A1520, M-1, L-17	7	EA	\$5,140.98	\$35,986.86	\$5,100.00	\$35,700.00	\$3,600.00	\$25,200.00	\$5,189.00	\$36,323.00	\$4,338.36	\$30,368.52	\$3,500.00	\$24,500.00	\$4,100.00	\$28,700.00	\$3,402.00	\$23,814.00
34	505.14214	Concrete Catch Basin, A1520, M-2, L-6	3	EA	\$4,440.15	\$13,320.45	\$4,500.00	\$13,500.00	\$3,000.00	\$9,000.00	\$4,669.00	\$14,007.00	\$3,711.96	\$11,135.88	\$3,300.00	\$9,900.00	\$3,700.00	\$11,100.00	\$2,968.00	\$8,904.00
35	505.14215	Concrete Catch Basin, A1520, M-2, L-10	5	EA	\$5,560.78	\$27,803.90	\$5,450.00	\$27,250.00	\$3,900.00	\$19,500.00	\$5,200.00	\$26,000.00	\$4,714.20	\$23,571.00	\$3,800.00	\$19,000.00	\$4,500.00	\$22,500.00	\$4,082.00	\$20,410.00
36	505.14216	Concrete Catch Basin, A1520, M-2, L1=10, L2=17	5	EA	\$6,540.31	\$32,701.55	\$6,350.00	\$31,750.00	\$4,500.00	\$22,500.00	\$6,015.00	\$30,075.00	\$5,625.72	\$28,128.60	\$4,200.00	\$21,000.00	\$5,200.00	\$26,000.00	\$4,205.00	\$21,025.00
37	505.14217	Concrete Catch Basin, A1520, M-2, L-17	2	EA	\$7,451.77	\$14,903.54	\$7,200.00	\$14,400.00	\$5,000.00	\$10,000.00	\$6,277.00	\$12,554.00	\$6,468.12	\$12,936.24	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00	\$4,762.00	\$9,524.00
38	516.03000	Utility Vault Junction Structure #1 (Install Only)	1	EA	\$2,932.30	\$2,932.30	\$7,200.00	\$7,200.00	\$15,000.00	\$15,000.00	\$8,089.00	\$8,089.00	\$2,538.00	\$2,538.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$2,907.00	\$2,907.00
39	516.0300																			

**BID TABULATION**  
**ST1158 Elm Lane Drainage Improvements**  
**BID DATE: August 27, 2009**

Seq #	Bid Item #	Description of Materials and/or Services	Qty	Unit	SORENSEN		ARAPAHOE		CITYWIDE CONTRACTING		BLUCOR		NORQUAY		ACHEN GARDNER		B&F CONTRACTING		MARKHAM			
					Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
					Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
40	523.32100	Headwall, MAG Det. 501-3 w/ Handrail	1	EA	\$6,821.44	\$6,821.44	\$5,200.00	\$5,200.00	\$6,000.00	\$6,000.00	\$9,052.00	\$9,052.00	\$5,903.28	\$5,903.28	\$9,200.00	\$9,200.00	\$4,400.00	\$4,400.00	\$8,906.00	\$8,906.00		
41	523.32101	Access Barrier with Shear Pins, City of Phoenix P1562, P1563	1	EA	\$700.93	\$700.93	\$730.00	\$730.00	\$1,200.00	\$1,200.00	\$1,310.00	\$1,310.00	\$604.80	\$604.80	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$866.00	\$866.00		
42	618.00801	Concrete Plug, MAG 427 (<30")	5	EA	\$281.13	\$1,405.65	\$96.00	\$480.00	\$250.00	\$1,250.00	\$231.00	\$1,155.00	\$243.00	\$1,215.00	\$900.00	\$4,500.00	\$250.00	\$1,250.00	\$278.00	\$1,390.00		
43	618.00803	Cut & Plug Existing Storm Drain Line	13	EA	\$294.99	\$3,834.87	\$94.00	\$1,222.00	\$600.00	\$7,800.00	\$443.00	\$5,759.00	\$254.88	\$3,313.44	\$500.00	\$6,500.00	\$250.00	\$3,250.00	\$292.00	\$3,796.00		
44	618.00901	Concrete Pipe Collar per MAG 505 (<30")	5	EA	\$168.93	\$844.65	\$365.00	\$1,825.00	\$500.00	\$2,500.00	\$350.00	\$1,750.00	\$145.80	\$729.00	\$900.00	\$4,500.00	\$600.00	\$3,000.00	\$167.00	\$835.00		
45	618.00951	Connect Lateral to Catch Basin per MAG 524	13	EA	\$139.93	\$1,819.09	\$260.00	\$3,380.00	\$450.00	\$5,850.00	\$112.25	\$1,459.25	\$120.96	\$1,572.48	\$115.00	\$1,495.00	\$600.00	\$7,800.00	\$139.00	\$1,807.00		
46	618.20415	15-inch RGRCP, Class III	487	LF	\$40.83	\$19,884.21	\$78.00	\$37,986.00	\$45.00	\$21,915.00	\$42.35	\$20,624.45	\$35.37	\$17,225.19	\$60.00	\$29,220.00	\$210.32	\$102,425.84	\$35.00	\$17,045.00		
47	618.20418	18-inch RGRCP, Class III	73	LF	\$46.39	\$3,386.47	\$125.00	\$9,125.00	\$60.00	\$4,380.00	\$46.15	\$3,368.95	\$40.18	\$2,933.14	\$44.00	\$3,212.00	\$72.00	\$5,256.00	\$39.00	\$2,847.00		
48	618.20424	24-inch RGRCP, Class III (Downstream of MH #2)	44	LF	\$50.57	\$2,225.08	\$58.00	\$2,552.00	\$65.00	\$2,860.00	\$72.00	\$3,168.00	\$43.74	\$1,924.56	\$42.00	\$1,848.00	\$73.95	\$3,253.80	\$43.00	\$1,892.00		
49	618.20424	24-inch RGRCP, Class III (Upstream of MH #2)	1137	LF	\$50.57	\$57,498.09	\$68.00	\$77,316.00	\$48.00	\$54,576.00	\$53.00	\$60,261.00	\$43.74	\$49,732.38	\$45.00	\$51,165.00	\$73.95	\$84,081.15	\$43.00	\$48,891.00		
50	618.20430	30-inch RGRCP, Class III	498	LF	\$65.11	\$32,424.78	\$78.00	\$38,844.00	\$56.00	\$27,888.00	\$80.50	\$40,089.00	\$56.43	\$28,102.14	\$61.00	\$30,378.00	\$87.83	\$43,739.34	\$55.00	\$27,390.00		
51	618.20436	36-inch RGRCP, Class III	581	LF	\$81.36	\$47,270.16	\$98.00	\$56,938.00	\$72.00	\$41,832.00	\$86.00	\$49,966.00	\$70.42	\$40,914.02	\$81.00	\$47,061.00	\$113.83	\$66,135.23	\$68.00	\$39,508.00		
52	618.20442	42-inch RGRCP, Class III	868	LF	\$112.96	\$98,049.28	\$115.00	\$99,820.00	\$88.00	\$76,384.00	\$103.50	\$89,838.00	\$97.74	\$84,838.32	\$91.00	\$78,988.00	\$103.71	\$90,020.28	\$95.00	\$82,460.00		
53	618.20454	54-inch RGRCP, Class III	228	LF	\$149.67	\$34,124.76	\$165.00	\$37,620.00	\$125.00	\$28,500.00	\$200.00	\$45,600.00	\$129.60	\$29,548.80	\$180.00	\$41,040.00	\$165.54	\$37,743.12	\$126.00	\$28,728.00		
54	618.20460	60-inch RGRCP, Class III	416	LF	\$164.30	\$68,348.80	\$175.00	\$72,800.00	\$140.00	\$58,240.00	\$175.00	\$72,800.00	\$142.56	\$59,304.96	\$190.00	\$79,040.00	\$158.66	\$66,002.56	\$138.00	\$57,408.00		
55	618.20445E	29-inch x 45-inch Elliptical RGRCP, Class III (Install Only)	110	LF	\$89.94	\$9,893.40	\$95.00	\$10,450.00	\$65.00	\$7,150.00	\$61.25	\$6,737.50	\$77.76	\$8,553.60	\$75.00	\$8,250.00	\$117.82	\$12,960.20	\$76.00	\$8,360.00		
56	618.20454F	34-inch x 53-inch Elliptical RGRCP, Class III (Install Only)	302	LF	\$208.70	\$63,027.40	\$205.00	\$61,910.00	\$140.00	\$42,280.00	\$144.00	\$43,488.00	\$180.63	\$54,550.26	\$115.00	\$34,730.00	\$147.47	\$44,535.94	\$176.00	\$53,152.00		
57	619.32415	24-inch x 15-inch Prefabricated RGRCP Tee, Class III	6	EA	\$1,216.54	\$7,299.24	\$610.00	\$3,660.00	\$575.00	\$3,450.00	\$825.00	\$4,950.00	\$1,053.00	\$6,318.00	\$600.00	\$3,600.00	\$650.00	\$3,900.00	\$1,206.00	\$7,236.00		
58	619.33615	36-inch x 15-inch Prefabricated RGRCP Tee, Class III	2	EA	\$1,416.99	\$2,833.98	\$610.00	\$1,220.00	\$775.00	\$1,550.00	\$825.00	\$1,650.00	\$1,225.80	\$2,451.60	\$600.00	\$1,200.00	\$650.00	\$1,300.00	\$1,404.00	\$2,808.00		
59	619.34215	42-inch x 15-inch Prefabricated RGRCP Tee, Class III	3	EA	\$1,563.22	\$4,689.66	\$610.00	\$1,830.00	\$950.00	\$2,850.00	\$831.00	\$2,493.00	\$1,352.16	\$4,056.48	\$600.00	\$1,800.00	\$650.00	\$1,950.00	\$1,549.00	\$4,647.00		
60	619.35415	54-inch x 15-inch Prefabricated RGRCP Tee, Class III	1	EA	\$1,865.78	\$1,865.78	\$610.00	\$610.00	\$1,200.00	\$1,200.00	\$851.00	\$851.00	\$1,614.60	\$1,614.60	\$600.00	\$600.00	\$650.00	\$650.00	\$1,850.00	\$1,850.00		
61	619.36015	60-inch x 15-inch Prefabricated RGRCP Tee, Class III	1	EA	\$2,034.71	\$2,034.71	\$610.00	\$610.00	\$1,300.00	\$1,300.00	\$851.00	\$851.00	\$1,761.48	\$1,761.48	\$600.00	\$600.00	\$650.00	\$650.00	\$2,017.00	\$2,017.00		
62	625.01101	Storm Manhole (4' Diam) with Base, frame and cover, MAG 520	21	EA	\$1,822.92	\$38,281.32	\$2,500.00	\$52,500.00	\$2,000.00	\$42,000.00	\$2,483.00	\$52,143.00	\$1,576.80	\$33,112.80	\$2,850.00	\$59,850.00	\$1,600.00	\$33,600.00	\$1,806.00	\$37,926.00		
63	625.01102	Storm Manhole (5' Diam) with Base, frame and cover, MAG 521	2	EA	\$3,510.95	\$7,021.90	\$4,050.00	\$8,100.00	\$5,000.00	\$10,000.00	\$4,063.00	\$8,126.00	\$3,045.60	\$6,091.20	\$4,500.00	\$9,000.00	\$3,000.00	\$6,000.00	\$3,479.00	\$6,958.00		
<b>WATERLINE ITEMS</b>																						
64	610.05108	4" Vertical Re-Alignment for Water Line (Contingency)	4	EA	\$1,638.86	\$6,555.44	\$3,550.00	\$14,200.00	\$2,400.00	\$9,600.00	\$1,925.00	\$7,700.00	\$1,418.04	\$5,672.16	\$2,300.00	\$9,200.00	\$3,500.00	\$14,000.00	\$1,624.00	\$6,496.00		
65	610.05108	6" Vertical Re-Alignment for Water Line (Contingency)	13	EA	\$2,269.19	\$29,499.47	\$4,500.00	\$58,500.00	\$2,800.00	\$36,400.00	\$2,645.00	\$34,385.00	\$1,965.60	\$25,552.80	\$2,700.00	\$35,100.00	\$4,500.00	\$58,500.00	\$2,248.00	\$29,224.00		
66	610.05108	8" Vertical Re-Alignment for Water Line (Contingency)	1	EA	\$2,899.52	\$2,899.52	\$9,650.00	\$9,650.00	\$3,200.00	\$3,200.00	\$3,475.00	\$3,475.00	\$2,511.00	\$2,511.00	\$3,750.00	\$3,750.00	\$5,500.00	\$5,500.00	\$2,873.00	\$2,873.00		
67	610.05108	12" Vertical Re-Alignment for Water Line (Contingency)	6	EA	\$4,160.18	\$24,961.08	\$6,350.00	\$38,100.00	\$3,600.00	\$21,600.00	\$5,910.00	\$35,460.00	\$3,599.64	\$21,597.84	\$4,500.00	\$27,000.00	\$6,500.00	\$39,000.00	\$4,123.00	\$24,738.00		
68	610.05109	6" Re-Alignment for Fire Line	69	LF	\$60.51	\$4,175.19	\$125.00	\$8,625.00	\$110.00	\$7,590.00	\$56.00	\$3,864.00	\$52.38	\$3,614.22	\$150.00	\$10,350.00	\$100.00	\$6,900.00	\$60.00	\$4,140.00		
69	610.10001	Abandon Existing Water Service	8	EA	\$44.12	\$352.96	\$490.00	\$3,920.00	\$175.00	\$1,400.00	\$343.00	\$2,744.00	\$38.07	\$304.56	\$325.00	\$2,600.00	\$50.00	\$400.00	\$44.00	\$352.00		
70	610.10541	1" Water Service Line	203	LF	\$53.39	\$10,838.17	\$47.00	\$9,541.00	\$40.00	\$8,120.00	\$241.00	\$48,923.00	\$46.17	\$9,372.51	\$38.00	\$7,714.00	\$25.00	\$5,075.00	\$53.00	\$10,759.00		
71	610.10544	Relocate Water Meter, New Box and Cover	5	EA	\$403.41	\$2,017.05	\$255.00	\$1,275.00	\$220.00	\$1,100.00	\$189.00	\$945.00	\$351.00	\$1,755.00	\$350.00	\$1,750.00	\$450.00	\$2,250.00	\$400.00	\$2,000.00		
72	610.10580	Relocate Water Meter, Box, Cover	3	EA	\$346.68	\$1,040.04	\$155.00	\$465.00	\$100.00	\$300.00	\$79.50	\$238.50	\$297.00	\$891.00	\$250.00	\$750.00	\$350.00	\$1,050.00	\$343.00	\$1,029.00		
73	610.10621	Protect Water Service; if damaged, R&R per COA Det A1300 (Allow)	28	EA	\$463.03	\$12,964.84	\$395.00	\$11,060.00	\$220.00	\$6,160.00	\$245.00	\$6,860.00	\$399.60	\$11,188.80	\$12.00	\$336.00	\$100.00	\$2,800.00	\$459.00	\$12,852.00		
74	615.02110	10" Ductile Iron Pipe	15	LF	\$69.65	\$1,044.75	\$175.00	\$2,625.00	\$150.00	\$2,250.00	\$132.00	\$1,980.00	\$59.40	\$891.00	\$200.00	\$3,000.00	\$67.50	\$1,012.50	\$69.00	\$1,035.00		
<b>SANITARY SEWER ITEMS</b>																						
75	610.05121	Permanent Pipe Support, MAG 403	4	EA	\$1,050.13	\$4,200.52	\$1,350.00	\$5,400.00	\$1,200.00	\$4,800.00	\$272.00	\$1,088.00	\$907.20	\$3,628.80	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$1,040.00	\$4,160.00		
76	615.04008	8" PVC SDR 35 Sewer Line w/ fittings complete	79	LF	\$49.48	\$3,908.92	\$83.00	\$6,557.00	\$45.00	\$3,555.00	\$47.00	\$3,713.00	\$42.84	\$3,384.36	\$40.00	\$3,160.00	\$35.00	\$2,765.00	\$49.00	\$3,871.00		
77	615.04304	4" DIP Class 350 (Ceramic)	10	LF	\$82.45	\$824.50	\$180.00	\$1,800.00	\$85.00	\$850.00	\$375.00	\$3,750.00	\$71.28	\$712.80	\$220.00	\$2,200.00	\$35.00	\$350.00	\$82.00	\$820.00		
78	615.04306	6" DIP Class 350 (Ceramic)	20	LF	\$110.02	\$2,200.40	\$175.00	\$3,500.00	\$110.00	\$2,200.00	\$123.00	\$2,460.00	\$95.04	\$1,900.80	\$160.00	\$3,200.00	\$38.00	\$760.00	\$109.00	\$2,180.00		
79	615.04312	12" DIP Class 350 (Ceramic)	15	LF	\$128.27	\$1,924.05	\$260.00	\$3,900.00	\$180.00	\$2,700.00	\$145.50	\$2,182.50	\$110.16	\$1,652.40	\$230.00	\$3,450.00	\$378.33	\$5,674.95	\$127.00	\$1,905.00		
80	618.00700	Seal and Plug with Concrete Existing Wall of MH	1	EA	\$726.14	\$726.14	\$170.00	\$170.00	\$1,000.00	\$1,000.00	\$881.00	\$881.00	\$626.40	\$626.40	\$500.00	\$500.00	\$500.00	\$500.00	\$720.00	\$720.00		
81	625.00101	Sanitary Sewer MH (4' Diam) with base, frame and cover, MAG 420	1	EA	\$1,764.92	\$1,764.92	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$3,482.00	\$3,482.00	\$1,528.20	\$1,528.20	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$1,748.00	\$1,748.00		
Subtotal for Items 1 - 81						\$1,497,449.43		\$1,630,861.00		\$1,204,188.00		\$1,441,174.24		\$1,377,285.35		\$1,372,188.00		\$1,462,429.81		\$1,382,162.00		
Tax						*		\$93,285.00		\$57,880.00		\$81,453.00		\$83,687.13		\$78,489.15		\$83,650.99		\$79,044.23		
<b>TOTAL BID AMOUNT FOR ITEMS 1 - 81</b>						?		\$1,724,146.00		\$1,262,068.00		\$1,522,627.24		\$1,460,972.48		\$1,450,677.15		\$1,546,080.80		\$1,461,206.23		

**BID TABULATION**  
**ST1158 Elm Lane Drainage Improvements**  
**BID DATE: August 27, 2009**

Seq #	Bid Item #	Description of Materials and/or Services	Qty	Unit	SORENSEN		ARAPAHOE		CITYWIDE CONTRACTING		BLUCOR		NORQUAY		ACHEN GARDNER		B&F CONTRACTING		MARKHAM	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
		<b>**BID ALTERNATE "A"</b>																		
		<b>STORM DRAIN ITEMS</b>																		
82	738.30100	Connect Lateral to HDPE per Detail on Plans	13	EA	\$369.46	\$4,802.98	\$900.00	\$11,700.00	\$350.00	\$4,550.00	\$150.00	\$1,950.00	\$362.88	\$4,717.44	\$550.00	\$7,150.00	\$600.00	\$7,800.00	\$398.00	\$5,174.00
83	738.32415	24-inch x 15-inch HDPE Tee (DuroMaxx)	6	EA	\$685.66	\$4,113.96	\$675.00	\$4,050.00	\$650.00	\$3,900.00	\$900.00	\$5,400.00	\$675.00	\$4,050.00	\$625.00	\$3,750.00	\$900.00	\$5,400.00	\$739.00	\$4,434.00
84	738.33615	36-inch x 15-inch HDPE Tee (DuroMaxx)	2	EA	\$1,341.37	\$2,682.74	\$1,400.00	\$2,800.00	\$1,250.00	\$2,500.00	\$1,623.00	\$3,246.00	\$1,323.00	\$2,646.00	\$1,230.00	\$2,460.00	\$1,400.00	\$2,800.00	\$1,446.00	\$2,892.00
85	738.34215	42-inch x 15-inch HDPE Tee (DuroMaxx)	3	EA	\$1,502.24	\$4,506.72	\$1,500.00	\$4,500.00	\$1,450.00	\$4,350.00	\$1,800.00	\$5,400.00	\$1,474.20	\$4,422.60	\$1,380.00	\$4,140.00	\$1,500.00	\$4,500.00	\$1,619.00	\$4,857.00
86	738.31024	24-inch HDPE Pipe (DuroMaxx)	1137	LF	\$74.61	\$84,831.57	\$68.00	\$77,316.00	\$45.00	\$51,165.00	\$55.00	\$62,535.00	\$73.44	\$83,501.28	\$52.00	\$59,124.00	\$74.00	\$84,138.00	\$76.00	\$86,412.00
87	738.31030	30-inch HDPE Pipe (DuroMaxx)	498	LF	\$59.08	\$29,421.84	\$79.00	\$39,342.00	\$56.00	\$27,888.00	\$67.00	\$33,366.00	\$58.11	\$28,938.78	\$64.00	\$31,872.00	\$88.00	\$43,824.00	\$59.00	\$29,382.00
88	738.31036	36-inch HDPE Pipe (DuroMaxx)	581	LF	\$52.56	\$30,537.36	\$90.00	\$52,290.00	\$65.00	\$37,765.00	\$79.00	\$45,899.00	\$51.68	\$30,026.08	\$84.00	\$48,804.00	\$114.00	\$66,234.00	\$53.00	\$30,793.00
89	738.31042	42-inch HDPE Pipe (DuroMaxx)	868	LF	\$46.18	\$40,084.24	\$105.00	\$91,140.00	\$77.00	\$66,836.00	\$96.00	\$83,328.00	\$45.36	\$39,372.48	\$100.00	\$86,800.00	\$105.00	\$91,140.00	\$46.00	\$39,928.00
		Subtotal for Items 1 - 44, 46 - 48, 53 - 56 & 60 - 89				\$1,446,546.56		\$1,630,991.00		\$1,188,762.00		\$1,431,591.99		\$1,356,974.59		\$1,400,601.00		\$1,469,339.81		\$1,371,287.00
		Tax				\$11,496.00		\$93,292.00		\$56,997.00		\$64,925.80		\$82,468.49		\$80,114.38		\$84,046.24		\$78,422.18
		<b>TOTAL BID AMOUNT FOR ITEMS 1-44, 46-48, 53-56 &amp; 60-89</b>				<b>\$1,458,042.56</b>		<b>\$1,724,283.00</b>		<b>\$1,245,759.00</b>		<b>\$1,496,517.79</b>		<b>\$1,439,443.08</b>		<b>\$1,480,715.38</b>		<b>\$1,553,386.05</b>		<b>\$1,449,709.18</b>
		<b>TOTAL SUBMITTED BY BIDDER (Items 1 - 81)</b>				<b>\$ 1,497,448.95</b>		<b>\$ 1,724,146.00</b>		<b>\$ 1,262,068.00</b>		<b>\$ 1,505,458.20</b>		<b>\$ 1,478,472.60</b>		<b>\$ 1,450,677.15</b>		<b>\$ 1,546,080.80</b>		<b>\$ 1,460,936.23</b>
		Bid Bond Attached?				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
		Contractor License Attached?				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
		Is Contract Properly Signed?				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
		Business License Attached?				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
		References Attached?				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
		Addendum #1 Attached?				Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes
		Exceptions to Specifications?				No		No		No		No		No		No		No		No

\* Tax information not provided, bid incomplete

**BID TABULATION**  
**ST1158 Elm Lane Drainage Improvements**  
**BID DATE: August 27, 2009**

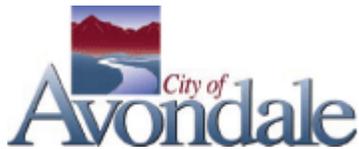
Bid Item #	Description of Materials and/or Services	Qty	Unit	SHIYA STEPHENS		JCI CONSTRUCTION		PETRA		SPIRE ENGINEERING		JJ SPRAGUE		SUMMIT BUILDERS		WHEELER	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>INCIDENTAL ITEMS</b>																	
107.03000	NDPES/SWPPP: A.Z.P.D.E.S.	1	LS	\$17,600.00	\$17,600.00	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$17,760.00	\$17,760.00	\$14,000.00	\$14,000.00
107.04000	Miscellaneous Reimbursable (Allowance)	1	ALLOW	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
107.01500	Community Relations (Allowance)	1	ALLOW	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
108.01000	Construction Staking, Surveying and Layout	1	LS	\$5,950.00	\$5,950.00	\$4,000.00	\$4,000.00	\$2,900.00	\$2,900.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$7,770.00	\$7,770.00	\$6,000.00	\$6,000.00
108.01010	Preparation of As-Builts Plans	1	LS	\$1,680.00	\$1,680.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,332.00	\$1,332.00	\$1,600.00	\$1,600.00
109.09000	Mobilization/Demobilization	1	LS	\$60,000.00	\$60,000.00	\$80,000.00	\$80,000.00	\$370,000.00	\$370,000.00	\$175,000.00	\$175,000.00	\$65,000.00	\$65,000.00	\$8,880.00	\$8,880.00	\$25,000.00	\$25,000.00
401.01000	Traffic Control	1	LS	\$48,000.00	\$48,000.00	\$60,000.00	\$60,000.00	\$85,850.00	\$85,850.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$28,860.00	\$28,860.00	\$30,000.00	\$30,000.00
<b>GENERAL ITEMS</b>																	
310.03125	Aggregate Base Course, MAG 702	1649	TN	\$17.00	\$28,033.00	\$13.50	\$22,261.50	\$9.00	\$14,841.00	\$18.00	\$29,682.00	\$8.00	\$13,192.00	\$18.87	\$31,116.63	\$15.00	\$24,735.00
321.00203	Asphaltic Concrete Pavement (19 mm Surface Course HV)	557	TN	\$66.00	\$36,762.00	\$63.20	\$35,202.40	\$55.00	\$30,635.00	\$57.00	\$31,749.00	\$49.00	\$27,293.00	\$55.50	\$30,913.50	\$65.00	\$36,205.00
321.00300	Asphaltic Concrete Pavement (19 mm Base Course HV)	563	TN	\$66.00	\$37,158.00	\$63.20	\$35,581.60	\$55.00	\$30,965.00	\$57.00	\$32,091.00	\$49.00	\$27,587.00	\$55.50	\$31,246.50	\$69.00	\$38,847.00
332.10200	MAG Type II Slurry Seal Application	15219	SY	\$3.00	\$45,657.00	\$2.65	\$40,330.35	\$1.90	\$28,916.10	\$2.00	\$30,438.00	\$1.80	\$27,394.20	\$2.11	\$32,112.09	\$1.80	\$27,394.20
340.01004	Vertical - Roll Curb Transition MAG 221	15	EA	\$61.00	\$915.00	\$250.00	\$3,750.00	\$22.00	\$330.00	\$75.00	\$1,125.00	\$60.00	\$900.00	\$92.13	\$1,381.95	\$21.00	\$315.00
340.01110	6" Vertical Curb & Gutter, MAG 220 Type A	20	LF	\$25.00	\$500.00	\$18.50	\$370.00	\$25.00	\$500.00	\$50.00	\$1,000.00	\$12.00	\$240.00	\$35.52	\$710.40	\$23.00	\$460.00
340.01210	Concrete Sidewalk	100	SF	\$4.00	\$400.00	\$6.50	\$650.00	\$9.00	\$900.00	\$5.00	\$500.00	\$3.00	\$300.00	\$6.66	\$666.00	\$10.50	\$1,050.00
340.01600	Concrete Valley Gutter & Apron, MAG 240	270	SF	\$8.00	\$2,160.00	\$12.25	\$3,307.50	\$22.00	\$5,940.00	\$7.00	\$1,890.00	\$5.00	\$1,350.00	\$9.99	\$2,697.30	\$5.50	\$1,485.00
345.01100	Manhole Frame Adjustment	1	EA	\$402.00	\$402.00	\$360.00	\$360.00	\$350.00	\$350.00	\$300.00	\$300.00	\$350.00	\$350.00	\$721.50	\$721.50	\$270.00	\$270.00
405.00020	Survey Monument, MAG 120-1 (Type A)	1	EA	\$520.00	\$520.00	\$200.00	\$200.00	\$350.00	\$350.00	\$450.00	\$450.00	\$350.00	\$350.00	\$333.00	\$333.00	\$350.00	\$350.00
430.03000	Pre-Emergent Weed Control	1	LS	\$117,200.00	\$117,200.00	\$3,600.00	\$3,600.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$2,000.00	\$2,000.00	\$3,330.00	\$3,330.00	\$9,500.00	\$9,500.00
430.30000	2" Decomposed Granite (Retention Basin)	1	LS	\$25,250.00	\$25,250.00	\$22,500.00	\$22,500.00	\$4,500.00	\$4,500.00	\$90,000.00	\$90,000.00	\$19,000.00	\$19,000.00	\$2,553.00	\$2,553.00	\$18,500.00	\$18,500.00
430.30001	Decomposed Granite (Channel)	1	LS	\$10,400.00	\$10,400.00	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00	\$18,000.00	\$18,000.00	\$2,000.00	\$2,000.00	\$2,775.00	\$2,775.00	\$7,000.00	\$7,000.00
462.01100	100 mm (4") White Thermoplastic Traffic Stripe	500	LF	\$4.00	\$2,000.00	\$1.05	\$525.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$1.11	\$555.00	\$0.85	\$425.00
462.01200	100 mm (4") Yellow Thermoplastic Traffic Stripe	1500	LF	\$4.00	\$6,000.00	\$1.05	\$1,575.00	\$2.00	\$3,000.00	\$2.00	\$3,000.00	\$2.00	\$3,000.00	\$1.11	\$1,665.00	\$0.85	\$1,275.00
462.01512	Thermoplastic Left Turn Arrow	3	EA	\$300.00	\$900.00	\$200.00	\$600.00	\$250.00	\$750.00	\$200.00	\$600.00	\$250.00	\$750.00	\$222.00	\$666.00	\$225.00	\$675.00
462.01519	Thermoplastic Symbol, Thru Straight/Right Turn Arrow	2	EA	\$300.00	\$600.00	\$250.00	\$500.00	\$250.00	\$500.00	\$200.00	\$400.00	\$300.00	\$600.00	\$222.00	\$444.00	\$310.00	\$620.00
<b>REMOVAL AND RELOCATION ITEMS</b>																	
350.01101	Remove Existing Pipe	171	LF	\$23.00	\$3,933.00	\$10.80	\$1,846.80	\$56.00	\$9,576.00	\$15.00	\$2,565.00	\$15.00	\$2,565.00	\$22.20	\$3,796.20	\$8.50	\$1,453.50
350.01300	Sawcut & Remove Existing AC	4948	SY	\$7.00	\$34,636.00	\$4.00	\$19,792.00	\$7.00	\$34,636.00	\$5.00	\$24,740.00	\$1.00	\$4,948.00	\$5.11	\$25,284.28	\$1.25	\$6,185.00
350.01400	Remove Existing Catch Basin	2	EA	\$1,400.00	\$2,800.00	\$590.00	\$1,180.00	\$500.00	\$1,000.00	\$300.00	\$600.00	\$400.00	\$800.00	\$1,665.00	\$3,330.00	\$875.00	\$1,750.00
350.01450	Remove Top of Manhole, Backfill and Compact	2	EA	\$800.00	\$1,600.00	\$450.00	\$900.00	\$450.00	\$900.00	\$300.00	\$600.00	\$1,350.00	\$2,700.00	\$1,665.00	\$3,330.00	\$600.00	\$1,200.00
350.01800	Sawcut & Remove Concrete Curb & Gutter	865	LF	\$3.00	\$2,595.00	\$2.75	\$2,378.75	\$15.00	\$12,975.00	\$4.00	\$3,460.00	\$2.50	\$2,162.50	\$2.50	\$2,162.50	\$15.00	\$12,975.00
350.01900	Sawcut & Remove Existing Sidewalk	3151	SF	\$1.00	\$3,151.00	\$1.00	\$3,151.00	\$6.00	\$18,906.00	\$1.00	\$3,151.00	\$1.50	\$4,726.50	\$1.61	\$5,073.11	\$2.50	\$7,877.50
351.46100	Remove & Replace Electric Box	2	EA	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$300.00	\$600.00	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$593.85	\$1,187.70	\$95.00	\$190.00
430.00001	Remove & Replace Landscape	1	LS	\$6,100.00	\$6,100.00	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$2,200.00	\$2,200.00	\$10,000.00	\$10,000.00	\$3,330.00	\$3,330.00	\$2,900.00	\$2,900.00
<b>GRADING AND DRAINAGE ITEMS</b>																	
215.01000	Channel Excavation & Regrading	1	LS	\$5,800.00	\$5,800.00	\$7,500.00	\$7,500.00	\$10,500.00	\$10,500.00	\$11,000.00	\$11,000.00	\$2,400.00	\$2,400.00	\$8,436.00	\$8,436.00	\$3,800.00	\$3,800.00
215.01510	Earthwork for Retention Basin	7014	CY	\$12.00	\$84,168.00	\$12.90	\$90,480.60	\$9.00	\$63,126.00	\$10.00	\$70,140.00	\$7.50	\$52,605.00	\$4.66	\$32,685.24	\$7.00	\$49,098.00
220.10150	Plain Rip-Rap D50=6"	15	CY	\$159.00	\$2,385.00	\$30.00	\$450.00	\$65.00	\$975.00	\$150.00	\$2,250.00	\$50.00	\$750.00	\$96.57	\$1,448.55	\$82.00	\$1,230.00
505.14211	Concrete Catch Basin, A1520, M-1, L-6	1	EA	\$2,700.00	\$2,700.00	\$3,400.00	\$3,400.00	\$3,100.00	\$3,100.00	\$2,900.00	\$2,900.00	\$3,250.00	\$3,250.00	\$3,108.00	\$3,108.00	\$2,575.00	\$2,575.00
505.14212	Concrete Catch Basin, A1520, M-1, L-10	10	EA	\$3,800.00	\$38,000.00	\$3,800.00	\$38,000.00	\$3,800.00	\$38,000.00	\$3,500.00	\$35,000.00	\$3,700.00	\$37,000.00	\$4,107.00	\$41,070.00	\$2,750.00	\$27,500.00
505.14213	Concrete Catch Basin, A1520, M-1, L-17	7	EA	\$4,700.00	\$32,900.00	\$4,500.00	\$31,500.00	\$4,200.00	\$29,400.00	\$4,200.00	\$29,400.00	\$4,400.00	\$30,800.00	\$4,995.00	\$34,965.00	\$3,500.00	\$24,500.00
505.14214	Concrete Catch Basin, A1520, M-2, L-6	3	EA	\$4,100.00	\$12,300.00	\$4,000.00	\$12,000.00	\$3,800.00	\$11,400.00	\$3,800.00	\$11,400.00	\$3,900.00	\$11,700.00	\$4,440.00	\$13,320.00	\$3,000.00	\$9,000.00
505.14215	Concrete Catch Basin, A1520, M-2, L-10	5	EA	\$5,100.00	\$25,500.00	\$4,750.00	\$23,750.00	\$4,400.00	\$22,000.00	\$4,200.00	\$21,000.00	\$4,700.00	\$23,500.00	\$5,328.00	\$26,640.00	\$3,350.00	\$16,750.00
505.14216	Concrete Catch Basin, A1520, M-2, L1=10, L2=17	5	EA	\$6,000.00	\$30,000.00	\$5,250.00	\$26,250.00	\$5,000.00	\$25,000.00	\$4,800.00	\$24,000.00	\$5,400.00	\$27,000.00	\$6,216.00	\$31,080.00	\$3,950.00	\$19,750.00
505.14217	Concrete Catch Basin, A1520, M-2, L-17	2	EA	\$6,700.00	\$13,400.00	\$5,700.00	\$11,400.00	\$4,990.00	\$9,980.00	\$5,000.00	\$10,000.00	\$6,050.00	\$12,100.00	\$6,993.00	\$13,986.00	\$3,850.00	\$7,700.00
516.03000	Utility Vault Junction Structure #1 (Install Only)	1	EA	\$5,500.00	\$5,500.00	\$2,000.00	\$2,000.00	\$24,000.00	\$24,000.00	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00	\$6,438.00	\$6,438.00	\$7,000.00	\$7,000.00
516.03001	Utility Vault Junction Structure #2	1	EA	\$17,200.00	\$17,200.00	\$8,600.00	\$8,600.00	\$28,000.00	\$28,000.00	\$3,500.00	\$3,500.00	\$14,500.00	\$14,500.00	\$14,874.00	\$14,874.00	\$17,000.00	\$17,000.00

**BID TABULATION**  
**ST1158 Elm Lane Drainage Improvements**  
**BID DATE: August 27, 2009**

Bid Item #	Description of Materials and/or Services	Qty	Unit	SHIYA STEPHENS		JCI CONSTRUCTION		PETRA		SPIRE ENGINEERING		JJ SPRAGUE		SUMMIT BUILDERS		WHEELER	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
523.32100	Headwall, MAG Det. 501-3 w/ Handrail	1	EA	\$7,100.00	\$7,100.00	\$5,500.00	\$5,500.00	\$4,300.00	\$4,300.00	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$8,325.00	\$8,325.00	\$6,000.00	\$6,000.00
523.32101	Access Barrier with Shear Pins, City of Phoenix P1562, P1563	1	EA	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$80.00	\$80.00	\$1,200.00	\$1,200.00	\$850.00	\$850.00	\$1,221.00	\$1,221.00	\$1,000.00	\$1,000.00
618.00801	Concrete Plug, MAG 427 (<30")	5	EA	\$600.00	\$3,000.00	\$150.00	\$750.00	\$200.00	\$1,000.00	\$125.00	\$625.00	\$350.00	\$1,750.00	\$888.00	\$4,440.00	\$270.00	\$1,350.00
618.00803	Cut & Plug Existing Storm Drain Line	13	EA	\$1,000.00	\$13,000.00	\$285.00	\$3,705.00	\$1,100.00	\$14,300.00	\$175.00	\$2,275.00	\$325.00	\$4,225.00	\$1,165.50	\$15,151.50	\$175.00	\$2,275.00
618.00901	Concrete Pipe Collar per MAG 505 (<30")	5	EA	\$2,100.00	\$10,500.00	\$200.00	\$1,000.00	\$1,200.00	\$6,000.00	\$300.00	\$1,500.00	\$400.00	\$2,000.00	\$1,332.00	\$6,660.00	\$300.00	\$1,500.00
618.00951	Connect Lateral to Catch Basin per MAG 524	13	EA	\$1,700.00	\$22,100.00	\$980.00	\$12,740.00	\$900.00	\$11,700.00	\$225.00	\$2,925.00	\$500.00	\$6,500.00	\$666.00	\$8,658.00	\$350.00	\$4,550.00
618.20415	15-inch RGRCP, Class III	487	LF	\$124.00	\$60,388.00	\$36.20	\$17,629.40	\$28.00	\$13,636.00	\$70.00	\$34,090.00	\$33.00	\$16,071.00	\$47.73	\$23,244.51	\$63.00	\$30,681.00
618.20418	18-inch RGRCP, Class III	73	LF	\$65.00	\$4,745.00	\$42.60	\$3,109.80	\$33.00	\$2,409.00	\$55.00	\$4,015.00	\$36.00	\$2,628.00	\$52.17	\$3,808.41	\$72.00	\$5,256.00
618.20424	24-inch RGRCP, Class III (Downstream of MH #2)	44	LF	\$77.00	\$3,388.00	\$49.10	\$2,160.40	\$48.00	\$2,112.00	\$45.00	\$1,980.00	\$40.00	\$1,760.00	\$51.06	\$2,246.64	\$73.00	\$3,212.00
618.20424	24-inch RGRCP, Class III (Upstream of MH #2)	1137	LF	\$79.00	\$89,823.00	\$51.90	\$59,010.30	\$46.00	\$52,302.00	\$70.00	\$79,590.00	\$40.00	\$45,480.00	\$29.42	\$33,450.54	\$55.00	\$62,535.00
618.20430	30-inch RGRCP, Class III	498	LF	\$95.00	\$47,310.00	\$62.40	\$31,075.20	\$48.00	\$23,904.00	\$75.00	\$37,350.00	\$46.00	\$22,908.00	\$57.72	\$28,744.56	\$69.00	\$34,362.00
618.20436	36-inch RGRCP, Class III	581	LF	\$120.00	\$69,720.00	\$74.90	\$43,516.90	\$66.00	\$38,346.00	\$83.00	\$48,223.00	\$58.00	\$33,698.00	\$63.27	\$36,759.87	\$81.00	\$47,061.00
618.20442	42-inch RGRCP, Class III	868	LF	\$135.00	\$117,180.00	\$86.00	\$74,648.00	\$75.00	\$65,100.00	\$95.00	\$82,460.00	\$77.00	\$66,836.00	\$85.03	\$73,806.04	\$103.00	\$89,404.00
618.20454	54-inch RGRCP, Class III	228	LF	\$190.00	\$43,320.00	\$120.00	\$27,360.00	\$125.00	\$28,500.00	\$135.00	\$30,780.00	\$108.00	\$24,624.00	\$133.20	\$30,369.60	\$152.00	\$34,656.00
618.20460	60-inch RGRCP, Class III	416	LF	\$222.00	\$92,352.00	\$136.00	\$56,576.00	\$158.00	\$65,728.00	\$145.00	\$60,320.00	\$136.00	\$56,576.00	\$155.40	\$64,646.40	\$181.00	\$75,296.00
618.20445E	29-inch x 45-inch Elliptical RGRCP, Class III (Install Only)	110	LF	\$155.00	\$17,050.00	\$175.00	\$19,250.00	\$22.00	\$2,420.00	\$75.00	\$8,250.00	\$54.00	\$5,940.00	\$62.16	\$6,837.60	\$53.00	\$5,830.00
618.20454F	34-inch x 53-inch Elliptical RGRCP, Class III (Install Only)	302	LF	\$199.00	\$60,098.00	\$65.00	\$19,630.00	\$22.00	\$6,644.00	\$270.00	\$81,540.00	\$137.00	\$41,374.00	\$127.65	\$38,550.30	\$113.00	\$34,126.00
619.32415	24-inch x 15-inch Prefabricated RGRCP Tee, Class III	6	EA	\$1,200.00	\$7,200.00	\$625.00	\$3,750.00	\$700.00	\$4,200.00	\$800.00	\$4,800.00	\$750.00	\$4,500.00	\$3,996.00	\$23,976.00	\$560.00	\$3,360.00
619.33615	36-inch x 15-inch Prefabricated RGRCP Tee, Class III	2	EA	\$1,250.00	\$2,500.00	\$875.00	\$1,750.00	\$700.00	\$1,400.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$1,665.00	\$3,330.00	\$560.00	\$1,120.00
619.34215	42-inch x 15-inch Prefabricated RGRCP Tee, Class III	3	EA	\$1,300.00	\$3,900.00	\$1,150.00	\$3,450.00	\$700.00	\$2,100.00	\$800.00	\$2,400.00	\$750.00	\$2,250.00	\$2,442.00	\$7,326.00	\$560.00	\$1,680.00
619.35415	54-inch x 15-inch Prefabricated RGRCP Tee, Class III	1	EA	\$1,150.00	\$1,150.00	\$3,000.00	\$3,000.00	\$700.00	\$700.00	\$800.00	\$800.00	\$750.00	\$750.00	\$1,221.00	\$1,221.00	\$560.00	\$560.00
619.36015	60-inch x 15-inch Prefabricated RGRCP Tee, Class III	1	EA	\$1,200.00	\$1,200.00	\$3,800.00	\$3,800.00	\$700.00	\$700.00	\$800.00	\$800.00	\$750.00	\$750.00	\$1,221.00	\$1,221.00	\$560.00	\$560.00
625.01101	Storm Manhole (4' Diam) with Base, frame and cover, MAG 520	21	EA	\$2,200.00	\$46,200.00	\$2,175.00	\$45,675.00	\$1,900.00	\$39,900.00	\$2,800.00	\$58,800.00	\$1,972.00	\$41,412.00	\$3,330.00	\$69,930.00	\$2,400.00	\$50,400.00
625.01102	Storm Manhole (5' Diam) with Base, frame and cover, MAG 521	2	EA	\$3,750.00	\$7,500.00	\$4,500.00	\$9,000.00	\$5,700.00	\$11,400.00	\$3,200.00	\$6,400.00	\$3,178.00	\$6,356.00	\$4,107.00	\$8,214.00	\$6,200.00	\$12,400.00
<b>WATERLINE ITEMS</b>																	
610.05108	4" Vertical Re-Alignment for Water Line (Contingency)	4	EA	\$1,200.00	\$4,800.00	\$2,175.00	\$8,700.00	\$1,500.00	\$6,000.00	\$2,500.00	\$10,000.00	\$2,600.00	\$10,400.00	\$4,329.00	\$17,316.00	\$1,750.00	\$7,000.00
610.05108	6" Vertical Re-Alignment for Water Line (Contingency)	13	EA	\$1,300.00	\$16,900.00	\$3,450.00	\$44,850.00	\$1,800.00	\$23,400.00	\$3,300.00	\$42,900.00	\$2,800.00	\$36,400.00	\$4,773.00	\$62,049.00	\$2,000.00	\$26,000.00
610.05108	8" Vertical Re-Alignment for Water Line (Contingency)	1	EA	\$1,650.00	\$1,650.00	\$3,100.00	\$3,100.00	\$1,900.00	\$1,900.00	\$4,000.00	\$4,000.00	\$3,200.00	\$3,200.00	\$5,328.00	\$5,328.00	\$2,500.00	\$2,500.00
610.05108	12" Vertical Re-Alignment for Water Line (Contingency)	6	EA	\$3,000.00	\$18,000.00	\$4,500.00	\$27,000.00	\$2,500.00	\$15,000.00	\$4,900.00	\$29,400.00	\$4,600.00	\$27,600.00	\$5,772.00	\$34,632.00	\$4,100.00	\$24,600.00
610.05109	6" Re-Alignment for Fire Line	69	LF	\$36.00	\$2,484.00	\$65.00	\$4,485.00	\$43.00	\$2,967.00	\$100.00	\$6,900.00	\$170.00	\$11,730.00	\$305.25	\$21,062.25	\$187.00	\$12,903.00
610.10001	Abandon Existing Water Service	8	EA	\$141.00	\$1,128.00	\$150.00	\$1,200.00	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$500.00	\$4,000.00	\$777.00	\$6,216.00	\$63.00	\$504.00
610.10541	1" Water Service Line	203	LF	\$36.00	\$7,308.00	\$9.90	\$2,009.70	\$19.00	\$3,857.00	\$25.00	\$5,075.00	\$14.00	\$2,842.00	\$29.97	\$6,083.91	\$21.00	\$4,263.00
610.10544	Relocate Water Meter, New Box and Cover	5	EA	\$141.00	\$705.00	\$675.00	\$3,375.00	\$450.00	\$2,250.00	\$250.00	\$1,250.00	\$1,060.00	\$5,300.00	\$266.40	\$1,332.00	\$506.00	\$2,530.00
610.10580	Relocate Water Meter, Box, Cover	3	EA	\$141.00	\$423.00	\$300.00	\$900.00	\$250.00	\$750.00	\$150.00	\$450.00	\$1,050.00	\$3,150.00	\$277.50	\$832.50	\$400.00	\$1,200.00
610.10621	Protect Water Service; if damaged, R&R per COA Det A1300 (Allow)	28	EA	\$141.00	\$3,948.00	\$175.00	\$4,900.00	\$120.00	\$3,360.00	\$125.00	\$3,500.00	\$825.00	\$23,100.00	\$532.80	\$14,918.40	\$68.00	\$1,904.00
615.02110	10" Ductile Iron Pipe	15	LF	\$83.00	\$1,245.00	\$80.00	\$1,200.00	\$90.00	\$1,350.00	\$200.00	\$3,000.00	\$43.00	\$645.00	\$84.36	\$1,265.40	\$100.00	\$1,500.00
<b>SANITARY SEWER ITEMS</b>																	
610.05121	Permanent Pipe Support, MAG 403	4	EA	\$1,600.00	\$6,400.00	\$500.00	\$2,000.00	\$3,000.00	\$12,000.00	\$200.00	\$800.00	\$400.00	\$1,600.00	\$1,443.00	\$5,772.00	\$850.00	\$3,400.00
615.04008	8" PVC SDR 35 Sewer Line w/ fittings complete	79	LF	\$40.00	\$3,160.00	\$49.85	\$3,938.15	\$67.00	\$5,293.00	\$40.00	\$3,160.00	\$40.00	\$3,160.00	\$47.73	\$3,770.67	\$63.00	\$4,977.00
615.04304	4" DIP Class 350 (Ceramic)	10	LF	\$51.00	\$510.00	\$90.00	\$900.00	\$34.00	\$340.00	\$100.00	\$1,000.00	\$154.00	\$1,540.00	\$78.81	\$788.10	\$131.00	\$1,310.00
615.04306	6" DIP Class 350 (Ceramic)	20	LF	\$51.00	\$1,020.00	\$110.00	\$2,200.00	\$45.00	\$900.00	\$100.00	\$2,000.00	\$166.00	\$3,320.00	\$84.36	\$1,687.20	\$146.00	\$2,920.00
615.04312	12" DIP Class 350 (Ceramic)	15	LF	\$107.00	\$1,605.00	\$365.00	\$5,475.00	\$78.00	\$1,170.00	\$150.00	\$2,250.00	\$188.00	\$2,820.00	\$124.32	\$1,864.80	\$150.00	\$2,250.00
618.00700	Seal and Plug with Concrete Existing Wall of MH	1	EA	\$136.00	\$136.00	\$660.00	\$660.00	\$50.00	\$50.00	\$125.00	\$125.00	\$350.00	\$350.00	\$1,304.25	\$1,304.25	\$235.00	\$235.00
625.00101	Sanitary Sewer MH (4' Diam) with base, frame and cover, MAG 420	1	EA	\$2,200.00	\$2,200.00	\$2,440.00	\$2,440.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,785.00	\$1,785.00	\$2,886.00	\$2,886.00	\$1,900.00	\$1,900.00
Subtotal for Items 1 - 81					\$1,749,301.00		\$1,363,311.35		\$1,610,269.10		\$1,576,564.00		\$1,204,993.20		\$1,345,279.90		\$1,247,210.20
Tax					\$100,013.00		\$43,880.46		\$92,107.40		\$90,179.46		\$51,000.00		\$78,716.74		\$71,340.41
<b>TOTAL BID AMOUNT FOR ITEMS 1 - 81</b>					<b>\$1,849,314.00</b>		<b>\$1,407,191.81</b>		<b>\$1,702,376.50</b>		<b>\$1,666,743.46</b>		<b>\$1,255,993.20</b>		<b>\$1,423,996.64</b>		<b>\$1,318,550.61</b>

**BID TABULATION**  
**ST1158 Elm Lane Drainage Improvements**  
**BID DATE: August 27, 2009**

Bid Item #	Description of Materials and/or Services	Qty	Unit	SHIYA STEPHENS		JCI CONSTRUCTION		PETRA		SPIRE ENGINEERING		JJ SPRAGUE		SUMMIT BUILDERS		WHEELER	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	<b>**BID ALTERNATE "A"</b>																
	<b>STORM DRAIN ITEMS</b>																
738.30100	Connect Lateral to HDPE per Detail on Plans	13	EA	\$1,800.00	\$23,400.00	\$900.00	\$11,700.00	\$500.00	\$6,500.00	\$425.00	\$5,525.00	\$1,000.00	\$13,000.00	\$2,275.50	\$29,581.50	\$700.00	\$9,100.00
738.32415	24-inch x 15-inch HDPE Tee (DuroMaxx)	6	EA	\$950.00	\$5,700.00	\$850.00	\$5,100.00	\$770.00	\$4,620.00	\$575.00	\$3,450.00	\$806.00	\$4,836.00	\$1,110.00	\$6,660.00	\$640.00	\$3,840.00
738.33615	36-inch x 15-inch HDPE Tee (DuroMaxx)	2	EA	\$1,700.00	\$3,400.00	\$1,605.00	\$3,210.00	\$1,520.00	\$3,040.00	\$1,100.00	\$2,200.00	\$1,350.00	\$2,700.00	\$1,110.00	\$2,220.00	\$1,250.00	\$2,500.00
738.34215	42-inch x 15-inch HDPE Tee (DuroMaxx)	3	EA	\$1,950.00	\$5,850.00	\$1,760.00	\$5,280.00	\$1,500.00	\$4,500.00	\$1,300.00	\$3,900.00	\$1,470.00	\$4,410.00	\$1,110.00	\$3,330.00	\$1,400.00	\$4,200.00
738.31024	24-inch HDPE Pipe (DuroMaxx)	1137	LF	\$67.00	\$76,179.00	\$43.16	\$49,072.92	\$59.00	\$67,083.00	\$80.00	\$90,960.00	\$37.00	\$42,069.00	\$61.05	\$69,413.85	\$57.00	\$64,809.00
738.31030	30-inch HDPE Pipe (DuroMaxx)	498	LF	\$81.00	\$40,338.00	\$52.40	\$26,095.20	\$68.00	\$33,864.00	\$80.00	\$39,840.00	\$47.00	\$23,406.00	\$69.93	\$34,825.14	\$70.00	\$34,860.00
738.31036	36-inch HDPE Pipe (DuroMaxx)	581	LF	\$97.00	\$56,357.00	\$61.50	\$35,731.50	\$77.00	\$44,737.00	\$90.00	\$52,290.00	\$55.00	\$31,955.00	\$64.38	\$37,404.78	\$81.00	\$47,061.00
738.31042	42-inch HDPE Pipe (DuroMaxx)	868	LF	\$107.00	\$92,876.00	\$71.73	\$62,261.64	\$109.00	\$94,612.00	\$100.00	\$86,800.00	\$72.00	\$62,496.00	\$96.57	\$83,822.76	\$105.00	\$91,140.00
	Subtotal for Items 1 - 44, 46 - 48, 53 - 56 & 60 - 89				\$1,693,668.00		\$1,331,822.21		\$1,670,173.10		\$1,602,181.00		\$1,206,193.20		\$1,396,486.92		\$1,260,648.20
	Tax				\$17,395.00		\$42,867.29		\$14,812.28		\$91,644.75		\$51,000.00		\$76,948.00		\$73,229.32
	<b>TOTAL BID AMOUNT FOR ITEMS 1-44, 46-48, 53-56 &amp; 60-89</b>				\$1,711,063.00		\$1,374,689.50		\$1,684,985.38		\$1,693,825.75		\$1,257,193.20		\$1,473,434.92		\$1,333,877.52
	<b>TOTAL SUBMITTED BY BIDDER (Items 1 - 81)</b>				\$ 1,848,482.00		\$ 1,407,686.56		\$ 1,702,376.50		\$ 1,666,743.46		\$ 1,255,993.20		\$ 1,345,246.08		\$ 1,318,550.61
	Bid Bond Attached?				Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Contractor License Attached?				Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Is Contract Properly Signed?				Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Business License Attached?				Yes		Yes		Yes		Yes		Yes		Yes		Yes
	References Attached?				Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Addendum #1 Attached				Yes		Yes		Yes		Yes		Yes		Yes		Yes
	Exceptions to Specifications?				No		No		No		No		No		No		No



# CITY COUNCIL REPORT

**SUBJECT:**

Contract Amendment - Foundation for Senior Living Home Improvements, Inc.

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council approval is sought to amend an agreement with Foundation for Senior Living (FSL) Home Improvements Inc. The amendment will increase the contract ceiling to \$119,393 in Community Development Block Grant (CDBG-R) funds received through the American Recovery and Reinvestment Act (ARRA) of 2009. The contract amount will increase from \$531,598 to \$650,991 and 4 rehabilitation projects will be added to the Scope of Work.

**BACKGROUND:**

The City Council approved housing rehabilitation as the use of the CDBG-R funds on June 1, 2009 (Resolution No. 2826-609). The City's current contract with FSL was entered into on September 25, 2008 for the purpose of rehabilitating 17 homes. The amendment will extend the contract from June 30, 2010 to December 31, 2010. FSL has been operating Avondale's Housing Rehabilitation program since its inception in May of 2007. FSL has completed 72 emergency rehabilitation projects and 6 substantial rehabilitation projects. The current contract with FSL is their second with the City of Avondale.

**DISCUSSION:**

The intent of ARRA is to promote job creation, economic opportunity and energy efficiency in a short period of time. Avondale's use of CDBG-R funds for housing rehabilitation enables the City to achieve all of these goals. Avondale's rehabilitation standards with respect to energy efficiency will be increased to meet the intent of the ARRA. This will entail increasing the scope of each project to ensure windows, doors, appliances, insulation, HVAC systems and structural systems meet the highest energy efficiency standards attainable given the condition of the home. All CDBG-R funds are expected to be expended by December 31, 2010 well ahead of the September 30, 2012 deadline. Of the \$132,659 CDBG-R funds available, Avondale will use \$13,266 for administration and \$119,393 for rehabilitation.

**BUDGETARY IMPACT:**

CDBG funds do not require matching funds and will therefore have no impact on the city budget.

**RECOMMENDATION:**

Staff recommends that the City Council approve an amendment to the agreement with Foundation for Senior Living (FSL) Home Improvements Inc. The amendment will increase the contract ceiling to \$119,393 in Community Development Block Grant (CDBG-R) funds received through the American Recovery and Reinvestment Act (ARRA) of 2009. The contract amount will increase from \$531,598 to \$650,991 and 4 rehabilitation projects will be added to the Scope of Work.

## ATTACHMENTS:

Click to download

 [Contract Amendment](#)

**FIRST AMENDMENT  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FSL HOME IMPROVEMENTS**

THIS FIRST AMENDMENT TO CONTRACTOR AGREEMENT (this “First Amendment”) is made as of September 14, 2009, between the City of Avondale, an Arizona municipal corporation (the “City”), and FSL Home Improvements, an Arizona non-profit corporation (the “Contractor”).

RECITALS

A. The City and the Contractor entered into a Contractor Agreement amended and restated as of September 25, 2008 (the “Agreement”), for the Contractor to perform housing rehabilitation services (the “Services”).

B. The City has funded the Contractor’s performance of the Services with Community Development Block Grant (“CDBG”) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-38, and with Home Investment Partnership (“HOME”) funds under Title II of the National Affordable Housing Act of 1990, Public Law 104-134.

C. The City has received an additional \$119,393 in CDBG funds (“Additional Funds”) through Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-005, approved February 17, 2009), which the City desires to make available to the Contractor to perform additional Services (“Additional Services”).

D. The City and the Contractor desire to amend the Agreement to accommodate the Additional Funds and the Additional Services and to add an additional provision to 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 is hereby acknowledged, the City and the Contractor hereby agree to amend the Agreement as follows:

1. Scope of Work. The Scope of Work attached to the Agreement as Exhibit B is hereby replaced by the attached Revised Scope of Work, attached to this First Amendment as Exhibit 1 and incorporated herein by reference, which Revised Scope of Work includes the Additional Services. The revisions are illustrated in bold on the attached Exhibit 1.

2. Compensation. The Contractor's total compensation under the Agreement, as amended by this First Amendment, shall be increased by no more than \$119,393.00 for the Additional Services, increasing the not to exceed amount from \$531,598.00 to \$650,991.00 for the Services and the Additional Services.

3. Termination; Cancellation. The following provision is added to Section 13 of the Agreement as follows:

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

**“Contractor”**

FSL HOME IMPROVEMENTS, an Arizona  
non-profit corporation

By:\_\_\_\_\_

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

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

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2009,  
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 \_\_\_\_\_, 2009,  
by \_\_\_\_\_ as \_\_\_\_\_ of FSL HOME  
IMPROVEMENTS, an Arizona non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_

EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FSL HOME IMPROVEMENTS

[Revised Scope of Work]

See following pages.

## REVISED SCOPE OF WORK

1. Background. The City of Avondale's (the "City") owner-occupied housing rehabilitation program (the "Program") is designed to assist low-income homeowners whose homes require major repairs that are necessary to comply with City Codes. Eligible beneficiaries are first time homeowners with a projected annual household gross income that does not exceed 80% of the Housing and Urban Development ("HUD") Area Median Income adjusted by household size at the time the commitment is made to the prospective homeowner.

2. Required Qualifications. The Contractor shall:

A. Have been in business for a minimum of five (5) continuous years.

B. Have provided similar services to an organization of the same size or larger than the City within the last two (2) years.

C. Have at least five (5) years experience performing housing rehabilitation services for Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funded housing rehabilitation programs and demonstrate sufficient financial and staff resources to perform the Services.

D. Demonstrate its capability to fully perform the Federal lead-based paint requirements that are applicable to housing rehabilitation programs funded by HUD. These regulations are delineated in 24 C.F.R. Part 25. The City will provide these documents upon request.

E. Demonstrate fiscal responsibility and have a recent annual year fiscal audit including management letter.

F. Not, in accordance with Federal law, discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap as identified in Section 109 of the Fair Housing Act, Section 504 of the Rehabilitation Act, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and 24 CFR 570.602. In addition, Contractor shall not discriminate in the provision of services hereunder because of religious belief, creed, medical condition, blindness, sexual orientation, marital status, pregnancy, parenthood, citizenship, gender identity, domestic partner status or AIDS or HIV status. Contractor shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds provided under this Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status or AIDS or HIV status.

3. Scope of Work.

The Contractor will provide housing rehabilitation services for the City's Program funded with the following CDBG and HOME funds.

Funding Sources (Approximates)				
Source	Program Income	2008/2009	2009/2010	Total
HOME	\$300,000	<b>\$85,853</b>	<b>\$77,366</b>	<b>\$463,219</b>
CDBG			<b>\$68,379</b>	<b>\$68,379</b>
<b>CDBG-R</b>		<b>\$119,393</b>		<b>\$119,393</b>
				<b>\$650,991</b>

**The revised funding sources are illustrated by the updated budgets attached to this Exhibit 1 as Exhibits A, B and C and incorporated herein by reference.** It is expected that approximately 5 emergency repair projects can be completed with CDBG funds, **approximately 8 substantial rehabilitations can be completed with HOME funds, and approximately 4 Energy Efficiency Rehabilitations can be completed with CBDG-R funds.**

The Program will be operated by the City with the Contractor providing Housing Rehabilitation Services. The City will conduct outreach, marketing, application intake, and applicant pre-qualification, including determining the applicant's income eligibility using HUD section 8 guidelines. After pre-qualification, the applicant will be referred to the Contractor to commence the rehabilitation project. The Contractor will maintain a list of qualified applicants from which the City and the Contractor will develop a schedule for completing construction. The Contractor will perform all services necessary to procure licensed General Contractors and complete each project. Upon completion of each project the Contractor will provide the City with a client file containing all eligibility information obtained from the City and the applicant and verified by the Contractor to the extent required by the Contractor to perform the list of services below. The client file shall also contain the construction documents and cost accounting. The Contractors shall services include, but are not be limited to, the following.

- A. Review pre-qualified applicant files for completeness and obtain any additional information as necessary.
- B. Obtain title documents related to ownership, property liens and taxes.
- C. Create a site specific environmental review for each home to be rehabilitated to assess issues related to the following:
  - 1) Historic preservation.
  - 2) Airport clear zones.
  - 3) Explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals or gases.

- D. Inspect homes of qualified applicants to determine level of rehabilitation.
- E. Perform all inspections, work and certifications necessary to comply with HUD Lead-Based Paint Guidelines.
- F. Write a detailed work write-up of rehabilitation work to be performed.
- G. Prepare a line item cost estimate for the rehabilitation work specific to each trade.
- H. Obtain approval from the homeowner for the rehabilitation scope of work.
- I. Develop construction documents including scope of work, specifications and construction contract.
- J. Obtain building permits.
- K. Procure general contractors for rehabilitation work.
- L. Execute and administer construction contracts with general contractors.
- M. Draw-up Deeds of Trusts and Promissory Notes for rehabilitation loans.
- N. Obtain execution of loan documents and record them with the Maricopa County Assessors office.
- O. Provide services to temporarily relocate homeowners as necessary.
- P. Monitor and inspect construction work for adherence to contract documents, city code and conditions of the building permit.
- Q. Process contract change orders and construction contract amendments
- R. Process partial payments to the General Contractor on a reimbursement basis for work completed ensuring all lien waivers, warranty commitments and homeowner approvals are obtained.
- S. Conduct final inspections and ensure adequate completion of each project obtaining all documentation that the terms of the building permit are satisfied.
- T. Maintain data and records for semi-annual contractor and sub-contractor activity report required by the City and HUD.
- U. Provide bi-monthly progress reports to the City and other reports as required.

V. Submit payment reimbursement requests to the City.

W. Maintain client files for each project and provide completed files to the City.

4. Eligible Rehabilitation Activities.

A. Emergency Rehabilitation. The immediate repair of one or several items required to ensure the health, safety and welfare of the occupants including the repair of electrical, plumbing, heating, cooling, roofing and structural systems. The provision of handicapped accessibility is an emergency repair. Emergency Repair may be provided regardless of the condition of the home. All emergency rehabilitation, with the exception of handicapped accessibility must be funded with CDBG.

B. Substantial Rehabilitation. The repair of several items in a home that are in substandard and deteriorating condition for the purpose of bringing the entire property up to current City Code. Certain structural items such as building placement, ceiling height and window and door openings may be excepted from full compliance with city codes based on the age of housing and the infeasibility of making corrections. Substantial rehabilitation may only be provided to properties that are structurally sound and which can sustain the value of the rehabilitation. Manufactured housing is not eligible for Substantial Rehabilitation.

C. Energy Efficiency Rehabilitation. **Increasing the overall energy and water efficiency of a home and removing immediate health and safety hazards. This type of repair is the same as *Emergency Rehabilitation* with the addition of work items that measurably increase the energy and water efficiency of a home while decreasing all utility costs. To determine how best to achieve increased energy efficiency an energy audit will be conducted on each home in accordance with Building Performance Institute Inc. guidelines. Work will typically consist of replacing existing appliances with Energy Star appliances, installing new Energy Star HVAC systems, installing water saving plumbing fixtures, minimizing heat transfer by installing high R factor, Low U Factor doors and windows and installing or augmenting insulation, shade structures and sun screens.**

5. Eligible Beneficiaries. Eligible beneficiaries are homeowners who hold fee simple title to their home and who occupy it as their sole residence. The ownership interest in the subject home must be free of restrictions or encumbrances that unduly restrict the marketable nature of the home such as excessive liens and non owner-occupants named on a deed. Limited title searches must be conducted. Homeowners must have a projected annual household gross income that does not exceed 80% of the area median income adjusted by household size at the time the rehabilitation commitment is made to the homeowner. The City will determine and verify income according to "Section 8" guidelines.

6. Eligible Property Types. Eligible property types include single-family homes, town-homes and condominiums. Manufactured housing permanently affixed to real property held in fee simple title by the occupant is eligible for emergency repair only.

7. Lead Based Paint. All rehabilitation work shall be in compliance with 24 CFR Part 35.

8. Required Property Standards. All work shall be performed in accordance with City of Avondale codes and ordinances as well as the Maricopa HOME Consortia Rehabilitation Standards.

9. Maximum Property Value. The value of the home may not exceed the FHA 203(b) insuring limit for single-family properties.

10. Minimum and Maximum Investments. The minimum rehabilitation construction cost is \$1,000 and the maximum is determined by subtracting the Maricopa County Assessors current assessed full value of the property from the FHA 203(b) mortgage insuring limit for Maricopa City.

11. Terms of Assistance to Beneficiaries (Loans Only). Emergency Repair assistance (CDBG funded) is offered as a grant to the homeowner. Substantial Rehabilitation assistance (HOME funded) is offered in the form of a no-interest Forgivable Loan. A rehabilitated home must remain occupied by the assisted low-income family for a “period of affordability” (POA) corresponding to the level of assistance listed in the table below.

Rehabilitation Construction Cost	Period of Affordability/Recapture Period
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

If the home is sold prior to the specified POA a pro-rata share of the assistance must be re-paid to the City. **The City shall be listed as the beneficiary for all loans.** All rehabilitation loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property. Rehabilitation loans must carry a term equal to the affordability period. All loans are forgivable loans.

#### Forgivable Loans

Forgivable loans are non-interest bearing loans that carry a POA term in which the principle is reduced relative to the amount of time the buyer lives in the house. The pro-rata share of principle reduction is determined monthly. Loan forgiveness is conditioned upon the beneficiary complying with the terms of the Deed of Trust which includes owner occupancy and the requirement that the property is maintained in good marketable condition.

12. Eligible Hard Costs. Eligible hard costs include demolition, construction, trade work and finish work, lead paint abatement, on-site grading, on- site drainage, on- site utilities, sewer and water hook-ups to City main lines, xeriscape landscaping and limited fencing.

13. Eligible Soft Costs. Eligible Soft Costs include the fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, engineering

services, temporary relocation of homeowners including utility hook-ups, moving expenses, security deposits and rent.

14. Rehabilitation Construction. Contractor will use licensed contractors to complete the rehabilitation work. Bid, performance and construction bonds are not required of the general contractors.

15. Schedule of Completion. Unless amended by mutual written agreement by the Contractor and the City, the Contractor will perform the described tasks in conformance **with the schedule of completion attached to this Exhibit 1 as Exhibit D and incorporated herein by reference.**

16. Contractor Housing Rehabilitation Policies and Procedures. Contractor shall conduct housing rehabilitation activities in compliance their own policies and procedures approved by the City.

17. Contractor Staffing. The Contractor shall assign the following primary and secondary contact for contract transactions.

Primary Contact

**Katie Smith**  
**Program Director**  
**(602) 532-2976 ext. 7**  
[ksmith@fsl.org](mailto:ksmith@fsl.org)

Secondary Contact

**DJ Gibson**  
**Housing Rehabilitation Specialist**  
**(602) 532-2976 ext. 2**

18. City of Avondale Staffing. The City of Avondale will assign the following staff as the primary contact for contract transactions.

**Andrew Rael**  
**CDBG Program Manager**  
**(623) 333-2715**  
[arael@avondale.org](mailto:arael@avondale.org)

EXHIBIT A  
TO  
EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FSL HOME IMPROVEMENTS

[Revised Budget]

See following page.



EXHIBIT A

City of Avondale Budget

Recipient	F. S.L. Home Improvements Inc.	Date	8/4/2009
Contract No	12427	Contract Period	May 21, 2007 - Dec 31, 2010
Activity	Substantial Rehabilitation 8 Units	Amendment No.	2
Recipient Address	3051 S. 45th Street	Amendment	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Contact Person	Katie Smith	Zip	85040
NFS Representative	Andrew Rael	Phone	602-532-2976 x 7
	email: karnth@sl.org	Phone	623-333-2715
	email: arael@avondale.org		

Complete white areas. Budget amendments must be approved in advance by the City of Avondale.

Budget Line Item or Activity Number	Original Budget HOME Funds	Amendment 1 HOME Funds	Amendment 2 HOME Funds	Date
Housing Rehabilitation Services	\$145,138	\$145,138		
Construction	\$308,560	\$298,081		
Relocation	\$12,000	\$12,000		
Project Related Soft Costs	\$6,000	\$8,000		
Totals	\$471,698	\$463,219	\$0	\$0
Recipient Authorized Signature (for amendment)	<i>Andrew Rael</i>	PRESIDENT		8/10/09
Date	8/10/09	Title		Date
NFS Representative (for amendment)	<i>Andrew Rael</i>	For City Use Only	<i>Quinn Porter</i>	8/10/09
Date	8-10-09	NFS Director (for amendment)		Date

EXHIBIT B  
TO  
EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FSL HOME IMPROVEMENTS

[Revised Budget]

See following page.

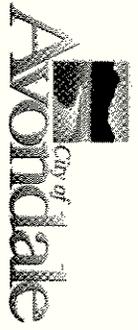


EXHIBIT B

City of Avondale Budget

Recipient: S.L. Home Improvements Inc  
 Contract No: 12427  
 Activity: Emergency Repair 5 Units  
 Recipient Address: 3051 S. 45th Street  
 Contact Person: Katie Smith  
 NFS Representative: Andrew Kael  
 Date: 8/5/2009  
 Contract Period: July 21, 2008 to December 31, 2010  
 Amendment No.: 2  
 Amendment: Yes  No   
 Zip: 85040  
 Phone: 602-532-2976 x 7  
 Phone: 623-333-2715  
 email: ksmith@slh.com  
 email: akael@avondale.org  
 Complete white areas. Budget amendments must be approved in advance by the City of Avondale.

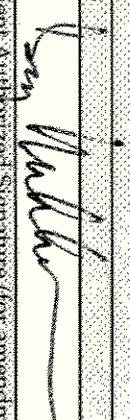
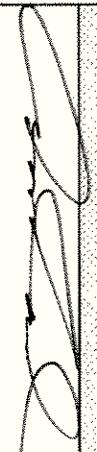
Budget Line Item or Activity Number	Original Budget CDBG Funds	Amendment 1 CDBG Funds	Amendment 2 CDBG Funds	Date
Housing Rehabilitation Services	\$15,000.00	\$18,000.00		
Construction	\$42,500.00	\$47,879.00		
Project Related Soft Costs	\$2,500.00	\$2,500.00		
Totals	\$60,000.00	\$68,379.00	\$0.00	\$0.00
Recipient Authorized Signature (for amendment)  Date: 8/10/09		Title: PRESIDENT		Date:
NFS Representative (for amendment)  Date: 8-10-09		For City Use Only		NFS Director (for amendment)  Date: 8/10/09

EXHIBIT C  
TO  
EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FSL HOME IMPROVEMENTS

[Revised Budget]

See following page.

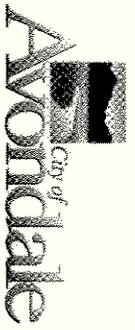


EXHIBIT C

City of Avondale Budget

Recipient: S.I. Home Improvements Inc.  
 Contract No: 12427  
 Activity: CDBG-R Energy Efficiency Rehabilitation 4 units  
 Recipient Address: 3051 S. 45th Street  
 Contact Person: Katie Smith  
 NFS Representative: Andrew Rael

Date: 8/4/2009  
 Amendment No.: 2  
 Amendment Yes  No   
 Zip: 85040  
 Phone: 602-532-2976 x7  
 Phone: 623-333-2715

Complete white areas. Budget amendments must be approved in advance by the City of Avondale.

Budget Line Item or Activity Number	Original Budget CDBG-R Funds	Amendment 1 CDBG-R Funds	Amendment 2 CDBG-R Funds	Date
Housing Rehabilitation Services	\$30,000			
Construction	\$83,393			
Rehabation	\$4,000			
Project Related Soft Costs	\$2,000			
Totals	\$119,393	\$0	\$0	\$0
Recipient Authorized Signature (for amendment)		Title		Date
<i>[Signature]</i>		PRESIDENT		8/10/09
NFS Representative (for amendment)		For City Use Only		Date
<i>[Signature]</i>		<i>[Signature]</i>		8-10-09
NFS Representative (for amendment)		NFS Director (for amendment)		Date
<i>[Signature]</i>		<i>[Signature]</i>		8/10/09

EXHIBIT D  
TO  
EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FSL HOME IMPROVEMENTS

[Schedule of Completion]

See following page.

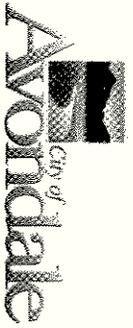
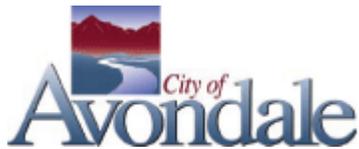


EXHIBIT D

City of Avondale Schedule of Completion

Recipient: F.S.I. Home Improvements Inc.	Contract No: 12427	Contract Period: May 21, 2007 - Dec 31, 2010	Date: 8/4/2009		
Activity: Rehabilitation	Recipient Address: 3051 S. 45th Street	Amendment No. 2	Amendment Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Contact Person: Katie Smith	NFS Representative: Andrew Kael	email: ksmith@fsi.com	Zip: 85040		
		email: akael@avondale.org	Phone: 602-532-2976 x 7		
			Phone: 623-333-2715		
Budget Line Item or Activity Number	7/31/2009	12/31/2009	6/30/2010	12/31/2010	Total
Substantial Rehabilitation	3	3	2		8
Emergency Repair		3	2		5
CEBG-K Energy Efficiency			2	2	4
Totals	3	6	6	2	17
Recipient Authorized Signature (for amendment)	Date: 8/10/09	Title: PRESIDENT	Date:	Date:	Date:
NFS Representative (for amendment)	Date: 8-10-09	For City Use Only	NFS Director (for amendment)	Date: 8/10/09	



# CITY COUNCIL REPORT

**SUBJECT:**  
Contract Amendment - Paymentus Corporation

**MEETING DATE:**  
September 14, 2009

**TO:** Mayor and Council  
**FROM:** Abril Ruiz-Ortega, Court Administrator (623)333-5822  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve an amendment to the Master Services Agreement with Paymentus Corporation and authorize the Mayor or City Manager and City Clerk to execute the documents.

**BACKGROUND:**

On May 26, 2008, the City Manager approved an Intergovernmental Agreement between the City of Avondale and Paymentus Corporation to provide online payment services to the Avondale City Court. The term of the agreement is three years with two one year renewal options and the basic term remains unchanged.

**DISCUSSION:**

The contract amendment amends and adds additional sections to the current Master Services Agreement between Paymentus Corporation and the City of Avondale.

Under the current Schedule A - a Convenience Fee of \$1.50 fee is charged to the User for each court payment. The Court is charged several processing fees including: terminal authorization fees (Visa, MasterCard and Non-Bankcard authorization fees) and miscellaneous fees (monthly statement, Chargeback, Voice Authorization, ACH rejects, Online Reporting and eCheck fees).

Under the amended Schedule A - The court payment and \$1.50 fee is paid by the User. The Court will be direct debited on a monthly basis and charged processing fees of 2.75% for credit cards and \$1.00 for eChecks.

**BUDGETARY IMPACT:**

Funding for the service fees is budgeted at \$18,000 and is adequate to fund the contract in Courts Finance and Banking Fees line item (101-6200-00-6100).

**RECOMMENDATION:**

Staff recommends that the City Council approve an amendment to the Master Services Agreement with Paymentus Corporation and authorize the Mayor or City Manager and City Clerk to execute the documents.

**ATTACHMENTS:**

Click to download

[Contract Amendment - Paymentus Corporation](#)

**ADDENDUM TO THE  
MASTER SERVICES AGREEMENT  
BETWEEN  
PAYMENTUS CORPORATION  
AND  
THE CITY OF AVONDALE**

This ADDENDUM ("Addendum") modifies the Master Services Agreement entered into between Paymentus, a Delaware corporation ("Paymentus") and the City of Avondale, Arizona, an Arizona municipal corporation (the "Customer") dated May 26, 2008 (the "MSA"). All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the MSA. The following sections modify and add additional sections to the MSA. The sections of the MSA that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms.

**1. Section 6 of the MSA is hereby amended to read as follows:**

This MSA shall be governed by and construed in accordance with the laws of the State of Arizona, and any suit pertaining to this MSA may be brought only in courts in the State of Arizona.

**2. Section 8.4 of the MSA is hereby deleted in its entirety.**

**3. A new Section 10 is added to the MSA:**

**E-verify.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, Paymentus and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Paymentus' or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this MSA and may result in the termination of the MSA by the Customer. The Customer retains the legal right to randomly inspect the papers and records of Paymentus and its subcontractors who work on the MSA to ensure that Paymentus and its subcontractors are complying with the above-mentioned warranty.

**4. A new Section 11 is added to the MSA:**

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

**5. A new Section 12 is added to the MSA:**

**MSA Subject to Appropriation.** This MSA is subject to the provisions of ARIZ. REV. STAT. § 42-17106. The provisions of this MSA for payment of funds by the Customer shall be effective when funds are appropriated for purposes of this MSA and are actually available for payment. The Customer shall be the sole judge and authority in determining the availability of funds under this MSA and the Customer shall keep Paymentus fully informed as to the availability of funds for the MSA. The obligation of the Customer to make any payment pursuant to this MSA is a current expense of the Customer, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Customer. If the Customer's City Council fails to appropriate money sufficient to pay the amounts as set forth in this MSA during any immediately succeeding fiscal year, this MSA shall terminate at the end of then-current fiscal year and the Customer and Paymentus shall be relieved of any subsequent obligation under this MSA.

**6. A new Section 13 is added to the MSA:**

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

**7. Schedule A to the MSA is hereby amended as follows:**

Schedule A, attached to the MSA, is hereby deleted in its entirety and replaced with the amended Schedule A, attached hereto and incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGES]



**“Customer”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on \_\_\_\_\_, 2009,  
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:

\_\_\_\_\_

AMENDED SCHEDULE A  
TO  
ADDENDUM TO THE  
MASTER SERVICES AGREEMENT  
BETWEEN  
PAYMENTUS CORPORATION  
AND  
THE CITY OF AVONDALE

[Amended Schedule A]

See following page.



## Schedule A – Paymentus Service Fee Schedule

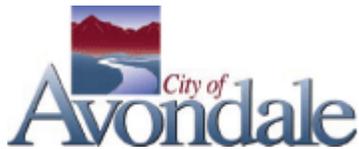
Paymentus Service Fee charged to the User will be based on one of the following table:

Hybrid Model (Paymentus Service Fee will be shared between the Customer and the User)	Paymentus Service Fee
Court Payments	<ul style="list-style-type: none"><li>• \$1.50 paid by the User</li><li>• Processing costs will be borne by Customer - 2.75% for credit card and \$1.00 for e.checks.</li></ul>

Note:

Processing fees of 2.75% for credit cards and \$1.00 for e checks will be direct debited and a monthly statement will be provided.

The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to mitigate risks.



# CITY COUNCIL REPORT

**SUBJECT:**

Contract Renewal - Area Agency on Aging (AAA)

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

**FROM:** Christopher Reams, Parks, Recreation & Libraries (623)333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the second amendment to the FY 2008 - 2009 Area Agency on Aging (AAA) contract extending the contract for one year in the amount of \$378,989 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations and Transportation for seniors in Avondale, Goodyear and Litchfield Park.

**BACKGROUND:**

The City of Avondale has contracted with Area Agency on Aging to provide nutritional meals and activities for seniors and handicapped individuals for over twenty (20) years. Services are provided to eligible residents in Avondale, Goodyear, and Litchfield Park. These services include the congregate meals program, the home delivered meals program, and the multipurpose center operations program.

**DISCUSSION:**

The contract between AAA and the City of Avondale has traditionally been based on a two year agreement and renewed every two years. For FY 2009 - 2010 AAA requested a contract extension, per the Special Terms and Conditions, Section 2, Subsection b, instead of initiating a new contract. The contract was originally initiated for the period beginning July 1, 2008 and ending June 30, 2009. Approval of this request would extend the current contract for the period beginning July 1, 2009 and ending June 30, 2010.

The Area Agency on Aging has awarded the City of Avondale \$378,989 of program funds, which will provide funding for services to the senior population. This funding is a continuation of the grant which was renewed in FY 09. These funds will be used to provide meals, activities, programs, guest speakers and transportation to seniors at the Avondale Community Center.

**BUDGETARY IMPACT:**

The FY 2009 - 2010 revised AAA budget is attached for your review (Attachment 1 - Revised AAA budget). Approval of this contract extension will have no adverse affect on programs and services.

**RECOMMENDATION:**

Staff recommends that the City Council approve the second amendment to the FY 2008 - 2009 Area Agency on Aging (AAA) contract, extending the contract for one year in the amount of \$378,989 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations and Transportation for seniors in Avondale, Goodyear and Litchfield Park and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

Click to download

 [Revised AAA Program Budget](#)

 [AAA Contract Amendment](#)

Area Agency on Aging, Region One

**MONTHLY FINANCIAL STATEMENT**

PROVIDER: insert: Provider Name

Prepared by: insert: name

MONTH: insert: 'MONTH & YYYY

Date: insert: date prepared

	<i>INSERT: service name per column, preferably in alpha order</i>					
<b>Revenues:</b>						<b>TOTAL</b>
Area Agency						-
Proj.Inc.						-
NF Inkind						-
NF Cash						-
Other Fed						-
<b>TOTAL</b>	-	-	-	-	-	-
<b>Expenses:</b>						
Personnel						-
ERE						-
P & O						-
Travel						-
Space						-
Equip						-
Mat/Spls						-
Oper.Svcs						-
Indirect						-
<b>TOTAL</b>	-	-	-	-	-	-
UNITS						
UNIT RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
OTHER UNITS						

**Certification:** I hereby certify that, to the best of my knowledge, this report is current, accurate, and complete.

Signature \_\_\_\_\_

Date: insert: date signed

Name: insert: name of signor

Title: insert: title of signor

**Area Agency on Aging, Region One**

**Financial Report Instructions**

1. Cost Reimbursement contracts require that revenues and expenses be reported based on actuals and not projected or estimated amounts. Numbers are formatted for whole dollar rounding.
2. Please report Services in alphabetical order.
3. Revenues must equal expenses and Project Income must be reported in the month earned, no accrual.
4. Inkind revenue must have an equal expense.
5. UNITS must be based on monthly Program Reports.
6. OTHER UNITS should be any additional service units as identified in the contract. Change the title to reflect the contract specifications. If this does not apply, delete the header.
7. Do not carry journal adjustments or corrections that exceed \$1,000 into a subsequent month. Correct these line items by using the Revised Financial Report.
8. Reference the Area Agency Financial Manual for detail information regarding line items and reporting instructions.
9. The SIGNOR does not necessarily have to be the PREPARER.

**10. All cells formatted for blue ink and yellow shaded are formulas. Please do not alter.**

**IMPORTANT NOTE:** All billing is due to the Area Agency by the 10th of the month. Any exceptions must be communicated with the Program Specialist or Vice President Contracts Administration.  
**Do not** send faxes or emails. Only original, signed reports are acceptable.

CONTRACT #: 2009-08-AVO

CONTRACTOR: CITY OF AVONDALE

TYPE: **AMENDMENT #2**

CONTRACT TERM: JULY 1, 2009 TO JUNE 30, 2010

REVENUE	CONGREGATE MEALS			HOME DELIVERED MEALS			MCO	TRANSPOR-TATION	TOTAL
	OAA	ARRA	TOTAL	OAA	ARRA	TOTAL			
Area Agency	65,857	25,757	91,614	154,607	52,668	207,275	20,100	60,000	378,989
Project Income	7,500	-	7,500	1,100	-	1,100	-	900	9,500
NF Inkind	12,160	2,900	15,060	7,910	2,500	10,410	19,963	-	45,433
NF Cash	38,735	964	39,699	33,164	5,400	38,564	43,251	-	121,514
Other Federal	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>124,252</b>	<b>29,621</b>	<b>153,873</b>	<b>196,781</b>	<b>60,568</b>	<b>257,349</b>	<b>83,314</b>	<b>60,900</b>	<b>555,436</b>

EXPENSES									
Personnel	33,581	8,006	41,587	76,887	23,665	100,552	38,912	33,800	214,851
ERE	21,977	5,239	27,216	25,619	7,885	33,504	7,449	8,108	76,277
Prof&Outside	-	-	-	-	-	-	2,500	-	2,500
Travel	-	-	-	4,683	1,442	6,125	-	11,375	17,500
Space	20,567	4,903	25,470	16,295	5,015	21,310	28,253	-	75,033
Equipment	-	-	-	-	-	-	-	-	-
Materials/Supl	45,462	10,838	56,300	61,602	18,961	80,563	5,150	-	142,013
Operating Svc	2,665	635	3,300	11,695	3,600	15,295	1,050	7,617	27,262
Indirect	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>124,252</b>	<b>29,621</b>	<b>153,873</b>	<b>196,781</b>	<b>60,568</b>	<b>257,349</b>	<b>83,314</b>	<b>60,900</b>	<b>555,436</b>
UNITS	11,305	2,695	14,000	17,969	5,531	23,500	1,500	7,500	
UNIT RATE	\$ 10.99	\$ 10.99	\$ 10.99	\$ 10.95	\$ 10.95	\$ 10.95	\$ 55.54	\$ 8.12	
<b>ARRA Match</b>		<b>15%</b>			<b>15%</b>				
<b>ARRA % ALLOCATIONS</b>		<b>19.25%</b>			<b>23.54%</b>				

CONTRACT FOR SERVICES BETWEEN

2009-08-AVO Contract Renewal  
FY 2010 Amendment #2

Area Agency on Aging, Region One, Incorporated AND  
1366 E. Thomas Road, Suite 108  
Phoenix, Arizona 85014  
(602) 264-2255 FAX (602) 230-9132

City of Avondale  
11465 S Civic Center Drive  
Avondale, Arizona 85323  
623-333-1000 fax: 623-333-0100  
EIN #866000233

EFFECTIVE DATE OF THIS AMENDMENT: July 1, 2009  
DURATION OF THE CONTRACT: Effective July 1, 2008 and shall end June 30, 2010.

CONTACT INFORMATION:

Signatories: Mary Lynn Kasunic, President & CEO Charles McClendon, City Manager  
Programmatic Authority: Jim Knaut, Vice President Contracts Frances McCoy, Recreation Coordinator  
Daily Contacts: Rachel Guerrero, Program Specialist Frances McCoy, Recreation Coordinator

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Frances McCoy, Recreation Coordinator at 1007 South 3<sup>rd</sup> Street, Avondale Arizona 85323.

PURPOSE OF THE AMENDMENT:

1. Contract Extension Area Agency hereby invokes the right to extend this contract per the Special Terms and Conditions, Section 2, Subsection b. This contract, originally initiated for the period beginning July 1, 2008 and ending June 30, 2009, is effectively extended for the period beginning July 1, 2009 and ending June 30, 2010. Mutual agreement prior to June 30, 2009 was attained by: Contractor submitting to Area Agency's Contract Renewal in February 2009 and Area Agency award letter of June 26, 2009.
2. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Uniform Terms and Conditions, Special Terms and Conditions, Special Terms and Conditions Addendum #1, Special Terms and Conditions regarding ARRA, Scope(s) of Work, Service Specification(s), Methodology(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. All rights and obligations of the parties shall be governed by the terms of this contract, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. IN WITNESS THEREBY OF SIGNATURE, THE PARTIES ENTER INTO THIS CONTRACT:

AREA AGENCY ON AGING,  
REGION ONE, INCORPORATED

CITY OF AVONDALE

\_\_\_\_\_  
Signature Date  
Mary Lynn Kasunic, President & CEO  
Area Agency on Aging Director

\_\_\_\_\_  
Signature Date  
Charles McClendon, City Manager

**CONTRACT SUMMARY PAGE  
FIXED PRICE WITH ADJUSTMENT**

CONTRACT #: 2009-08-AVO  
 CONTRACTOR: CITY OF AVONDALE  
 TYPE: *AMENDMENT #2*  
 CONTRACT TERM: JULY 1, 2009 TO JUNE 30, 2010

CONTRACT PAYMENT CEILING FOR ALL SERVICES: **TOTAL** **\$ 378,989**

<b>THE CONTRACTOR AGREES TO PROVIDE:</b>			<b>BUDGET</b>
<b>CONTRACTED SERVICES</b>	<b>PSA</b>	<b>UNITS</b>	<b>CEILING</b>
<b><i>Congregate Meals</i></b>	<b>2</b>		
Older American's Act Program		11,305	\$ 65,857
American's Recover and Reinvestment Act		2,695	\$ 25,757
<b><i>Home Delivered Meals</i></b>	<b>2</b>		
Older American's Act Program		17,969	\$ 154,607
American's Recover and Reinvestment Act		5,531	\$ 52,668
<b><i>Multipurpose Center Operations</i></b>	<b>2</b>	1,500	\$ 20,100
<b><i>Transportation</i></b>	<b>2</b>	7,500	\$ 60,000

**CONTRACT OPERATING BUDGET  
FIXED PRICE WITH ADJUSTMENT**

CONTRACT #: 2009-08-AVO

AGENCY: CITY OF AVONDALE

TYPE: *AMENDMENT #2*

REVENUE	CONGREGATE MEALS			HOME DELIVERED MEALS			MCO	TRANSPOR- TATION	TOTAL
	OAA	ARRA	TOTAL	OAA	ARRA	TOTAL			
Area Agency	65,857	25,757	91,614	154,607	52,668	207,275	20,100	60,000	378,989
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NF Cash	38,735	964	39,699	33,164	5,400	38,564	43,251	-	121,514
Other Federal	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>124,252</b>	<b>29,621</b>	<b>153,873</b>	<b>196,781</b>	<b>60,568</b>	<b>257,349</b>	<b>83,314</b>	<b>60,900</b>	<b>555,436</b>

EXPENSES									
Personnel	33,581	8,006	41,587	76,887	23,665	100,552	38,912	33,800	214,851
ERE	21,977	5,239	27,216	25,619	7,885	33,504	7,449	8,108	76,277
Prof&Outside	-	-	-	-	-	-	2,500	-	2,500
Travel	-	-	-	4,683	1,442	6,125	-	11,375	17,500
Space	20,567	4,903	25,470	16,295	5,015	21,310	28,253	-	75,033
Equipment	-	-	-	-	-	-	-	-	-
Materials/Supl	45,462	10,838	56,300	61,602	18,961	80,563	5,150	-	142,013
Operating Svc	2,665	635	3,300	11,695	3,600	15,295	1,050	7,617	27,262
Indirect	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>124,252</b>	<b>29,621</b>	<b>153,873</b>	<b>196,781</b>	<b>60,568</b>	<b>257,349</b>	<b>83,314</b>	<b>60,900</b>	<b>555,436</b>
UNITS	11,305	2,695	14,000	17,969	5,531	23,500	1,500	7,500	
UNIT RATE	\$ 10.99	\$ 10.99	\$ 10.99	\$ 10.95	\$ 10.95	\$ 10.95	\$ 55.54	\$ 8.12	
<b>ARRA Match</b>	<b>15%</b>			<b>15%</b>					
<b>ARRA % ALLOCATIONS</b>	<b>19.25%</b>			<b>23.54%</b>					

# SPECIAL TERMS AND CONDITIONS

## ADDENDUM #1

The following sections are added to the Special Terms and Conditions of the contract:

### 2. Contract Administration and Operation

- n. Government Procurement: E-Verify Requirement In accordance with A.R.S. §41-4401, Contractor shall comply with the following:
  - 1. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A:  
*“After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.*
  - 2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
  - 3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
  - 4. Area Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under above paragraph 1.
- o. Scrutinized Business Operations Contractor hereby certifies:
  - 1. In accordance with A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.
  - 2. In accordance with A.R.S. §35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

## American Recovery and Reinvestment Act of 2009 Special Terms

1. Definition

Recovery Act funds are designed to specifically maintain or increase the number of congregate and home delivered meals. Capital purchases do not qualify for this funding.

2. Funding Criteria

Contractor will comply with the following criteria

- a. Restore nutrition services that may have been cut; this may include opening clients on a wait list, suspending closure of a center, or re-instating any service days that may have been or are planned to be eliminated.
- b. Restore staff positions that have been or are planned to be eliminated or reduced.
- c. Replace existing or planned cuts from other fund sources to nutrition programs. There must be documentation/evidence that these cuts did occur or are being issued. Funding cannot be requested in order to make reductions to, or replace other funding sources.
- d. Contractor will match the ARRA funds by at least 15% which may include any combination of non-federal cash, contributions, and in-kind revenue sources.

3. Audit and Justification Requirements

a. The following is based on the ARRA Funding Request Narrative Contractor submitted:

SITE	CONGREGATE MEALS		HDM		TOTAL # FTEs	CONGREGATE MEALS		HOME DELIVERED MEALS	
	# MEALS	# PERSONS	# MEALS	# PERSONS		FUNDING REQUEST	Brief Description of Intended Use of Funds	FUNDING REQUEST	Brief Description of Intended Use of Funds
Avondale Community Ctr	733	87	756	46	4.00	\$ 25,757	Maintain current service levels, reinstating staff due to City funding cuts	\$ 52,668	Maintain current service levels, reinstating staff due to City funding cuts

- b. Contractor understands that any deviation or lack of documentation related to ARRA funding could result in forfeiture of the funding at any time in the grant.
- c. All audit and justifications for utilization of the funds is the sole responsibility of the Contractor. Contractor agrees to comply and materially participate in all audit requests and requirements.

4. Reporting Requirements

- a. Contractor shall submit quarterly programmatic reports including:
  - i. ARRA State Matrix form as provided by the Area Agency
  - ii. Congregate Meal Program Report for the periods as identified in the chart below.
  - iii. Home Delivered Meal Program Report for SAIL clients only for the periods as identified.
  - iv. Narrative Summary of actions taken that support the original Funding Request Narrative as identified in 3.a.
- b. Contractor shall submit quarterly reports as follows:

Quarter	Reporting Period	Reporting Due Date
1	April and May 2009	June 10, 2009
2	June, July, August 2009	September 10, 2009
3	September, October, November	December 10, 2009
4	December, January 2010, February	March 10, 2010
5	March, April, May 2010	June 10, 2010
6	June, July, August 2010	September 10, 2010
<b>Final</b>	September 2010	December 5, 2010

- c. Contractor shall submit no later than the 10<sup>th</sup> of the following month a Financial Report.

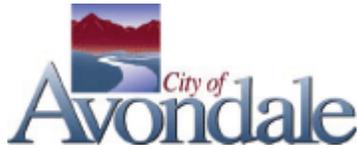
5. Changes to these Terms

Area Agency hereby acknowledges that the State and or Federal rules and requirements may change at any time during this contract. Contractor hereby agrees to comply with all State and Federal requirements as published.

**City of Avondale**  
**Contract Renewal FY 2010 Amendment #2**  
**#2009-08-AVO**

**7/23/09 and 9/2/09 EMAILED TO:** [fmccoy@avondale.org](mailto:fmccoy@avondale.org)  
[jortega@avondale.org](mailto:jortega@avondale.org)  
[bsearle@gustwaw.com](mailto:bsearle@gustwaw.com)

**Copy: Central file**  
**Finance - Karon**



# DEVELOPMENT SERVICES

**SUBJECT:**

Lot Combination - Northwest Corner of Avondale Blvd and Encanto Blvd (ML-09-1)

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Approval of ML-09-1, a lot combination at NWC Avondale and Encanto.

**PARCEL SIZE:** 10.55 acres (gross), 9.83 acres (net)

**LOCATION:** NWC Avondale Blvd. and Encanto Blvd.

**APPLICANT:** Chris Hamilton, City of Avondale Engineering Dept., 623-333-4218

**OWNER:** City of Avondale

**SUMMARY OF REQUEST:**

This project will dedicate the ultimate public right-of-way for Avondale Blvd & Encanto Blvd, as well as combine the 6 remaining City-owned parcels into one lot. This combination will simplify future plans for the property, such as developing or selling the property as one lot.

**PLANNING COMMISSION ACTION:**

The Planning Commission does not review minor land divisions.

**ANALYSIS:**

1. Minor land divisions are typically approved administratively. However, the City can not accept right-of-way without City Council review and approval.
2. The four eastern parcels are zoned AG (Agricultural), which requires a minimum lot size of 5 acres. The two western parcels are zoned RR-43 (Rural Residential), which requires a minimum lot size of 1 acre. The resulting combined parcel will comply with the minimum lot size of both zoning districts.
3. The resulting combined parcel will allow the City to sell or develop the property as a single parcel, which will simplify any future plans.  
The dedication of the Avondale Blvd. and Encanto Blvd. right-of-way will allow the City to widen either or both of those streets in the future if warranted.

**FINDINGS:**

The proposed minor land division meets the following findings:

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

**RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** application ML-09-1, a lot combination located at the NWC of Avondale Blvd. and Encanto Blvd.

**PROPOSED MOTION:**

I move that the City Council accept the findings and **APPROVE** application ML-09-1, a request for lot combination approval at the NWC of Avondale Blvd. and Encanto Blvd.

**ATTACHMENTS:**

Click to download

 [ML-09-1 lot combination](#)

**PROJECT MANAGER:**

Scott Wilken, Senior Planner, 623-333-4016

**PARENT PARCEL DESCRIPTION**

BEING PARCELS "A", "B", "C" AND "D" AS DESCRIBED BELOW.

**PARCEL "A"**

A.K.A. PARCEL NO. 1, TRACT--2  
BEING THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKED WITH "LS21782" FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 36, FROM WHICH A BRASS CAP IN HANDHOLE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 2625.30 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 849.03 FEET;

THENCE DEPARTING SAID LINE, NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF AVONDALE BOULEVARD (A.K.A. 115TH AVENUE, 33' R.O.W.) AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 144.10 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 418.89 FEET;

THENCE SOUTH 89 DEGREES 28 MINUTES 52 SECONDS EAST, A DISTANCE OF 144.01 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY OF AVONDALE BOULEVARD;

THENCE SOUTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 418.67 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES AND METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE SUBSTANCES IN OR UNDER SAID LAND; AND ALSO

EXCEPT THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH ENOUGH OF THE SURFACE OF THE LAND AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING AND EXTRACTION OF SUCH MINERALS AND SUBSTANCES RESERVED UNTO THE STATE OF ARIZONA IN PATENT RECORDED IN BOOK 150 OF DEEDS, PAGE 39.

**PARCEL "B"**

A.K.A. PARCEL NO. 2, TRACT--1  
BEING THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKED WITH "LS21782" FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 36, FROM WHICH A BRASS CAP IN HANDHOLE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 2625.30 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST ALONG THE EAST--WEST MID--SECTION LINE OF SAID SECTION 36, A DISTANCE OF 33.00 FEET;

THENCE DEPARTING SAID LINE, NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 216.40 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 848.03 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 71.91 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 13.00 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 144.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF AVONDALE BOULEVARD (A.K.A. 115TH AVENUE, 33' R.O.W.);

THENCE SOUTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 861.03 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES AND METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE SUBSTANCES IN OR UNDER SAID LAND; AND ALSO

EXCEPT THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH ENOUGH OF THE SURFACE OF THE LAND AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING AND EXTRACTION OF SUCH MINERALS AND SUBSTANCES RESERVED UNTO THE STATE OF ARIZONA IN PATENT RECORDED IN BOOK 150 OF DEEDS, PAGE 39.

**PARCEL "C"**

A.K.A. PARCEL NO. 1, TRACT--3  
BEING THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKED WITH "LS21782" FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 36, FROM WHICH A BRASS CAP IN HANDHOLE AT THE NORTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 2625.30 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST ALONG THE EAST--WEST MID--SECTION LINE OF SAID SECTION 36, A DISTANCE OF 249.42 FEET;

THENCE DEPARTING SAID LINE, NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 205.17 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 253.01 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 40 SECOND WEST, A DISTANCE OF 675.86 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 253.01 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 675.86 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES AND METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE SUBSTANCES IN OR UNDER SAID LAND; AND ALSO

**MINOR LAND DIVISION MAP**

**PROPERTY CONSOLIDATION  
CITY OF AVONDALE**

**A PORTION OF THE NORTHEAST QUARTER OF SECTION 36 TOWNSHIP 2 NORTH, RANGE 1 WEST,  
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA**

**DESCRIPTION (CONTINUED)**

EXCEPT THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH ENOUGH OF THE SURFACE OF THE LAND AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING AND EXTRACTION OF SUCH MINERALS AND SUBSTANCES RESERVED UNTO THE STATE OF ARIZONA IN PATENT RECORDED IN BOOK 150 OF DEEDS, PAGE 39.

**PARCEL "D"**

A.K.A. PARCEL NO. 2, TRACT--4  
BEING THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKED WITH "LS21782" FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 36, FROM WHICH A BRASS CAP IN HANDHOLE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 2625.30 FEET

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST ALONG THE EAST--WEST MID--SECTION LINE OF SAID SECTION 36, A DISTANCE OF 249.42 FEET;

THENCE DEPARTING SAID LINE, NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 253.01 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 172.17 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 253.01 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 172.17 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES AND METALS OF EVERY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE SUBSTANCES IN OR UNDER SAID LAND; AND ALSO

EXCEPT THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH ENOUGH OF THE SURFACE OF THE LAND AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING AND EXTRACTION OF SUCH MINERALS AND SUBSTANCES RESERVED UNTO THE STATE OF ARIZONA IN PATENT RECORDED IN BOOK 150 OF DEEDS, PAGE 39.

**LOT 1**

A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKED WITH "LS 21782 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 36 FROM WHICH A BRASS CAP IN HANDHOLE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 29 SECONDS EAST, A DISTANCE OF 2625.36 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 40.00 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 51 SECONDS WEST, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 26 MINUTES 51 SECONDS WEST, A DISTANCE OF 417.40 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 26 SECONDS EAST, A DISTANCE OF 841.03 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 51 SECONDS EAST, A DISTANCE OF 324.92 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 29 SECONDS EAST ALONG A LINE PARALLEL WITH AND 177.00 FEET WEST OF THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 431.89 FEET;

THENCE SOUTH 89 DEGREES 21 MINUTES 30 SECONDS EAST, A DISTANCE OF 122.01 FEET TO A POINT 55.00 FEET WEST OF THE EAST LINE OF SAID SECTION 36;

THENCE SOUTH 00 DEGREES 03 MINUTES 29 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 55.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 1238.81 FEET;

THENCE SOUTH 41 DEGREES 41 MINUTES 53 SECONDS WEST, A DISTANCE OF 45.15 FEET TO THE POINT OF BEGINNING.

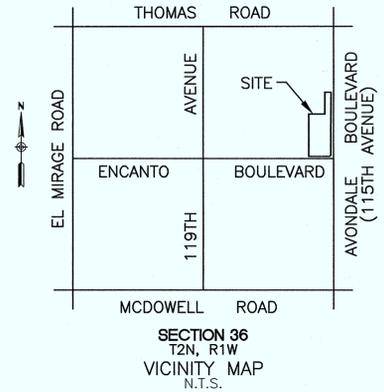
CONTAINS 428,243 SQUARE FEET OR 9.83 ACRES, MORE OR LESS.

**GENERAL NOTES**

1. SURVEY SHOWN HEREON WAS DONE WITH THE BENEFIT OF A TITLE REPORT FROM STEWART TITLE COMPANY, ORDER NO. 08260125 DATED SEPTEMBER 15, 2008.
2. ALL BEARINGS AND DISTANCES RESULT FROM ACTUAL FIELD MEASUREMENTS.
3. EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES, IF ANY, MUST BE DETERMINED IN THE FIELD.
4. PARENT PARCEL DESCRIPTIONS ACQUIRED FROM ALTA SURVEY DATED SEPTEMBER 2005 SUPPLIED BY CITY OF AVONDALE.
5. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE TYPE FENCING.

**OWNER**

CITY OF AVONDALE  
11465 W. CIVIC CENTER DRIVE  
SUITE 200  
AVONDALE, AZ 85323  
PHONE: 623-333-1000



**PROPERTY ADDRESS**

N/A

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF AVONDALE, AS OWNER, HAS SUBDIVIDED AS A "MINOR LAND DIVISION MAP" THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT, STREETS AND EASEMENTS CONSTITUTING THE SAME AND THAT THE CITY OF AVONDALE, AS OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

**ACKNOWLEDGEMENT**

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS  
BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009  
APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED HIMSELF AS \_\_\_\_\_, OF THE CITY OF AVONDALE AND WHOM AFTER PRESENTATION OF PROPER IDENTIFICATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

\_\_\_\_\_ DATE

IN WITNESS WHEREOF:

BY: \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
NOTARY PUBLIC

**APPROVED**

BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
MAYOR DATE

\_\_\_\_\_  
CITY CLERK DATE

\_\_\_\_\_  
CITY OF AVONDALE ENGINEERING DEPARTMENT DATE

**SURVEYOR'S CERTIFICATION**

THIS PLAT IS BASED UPON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY REPRESENTS THE CONDITIONS AS SURVEYED DURING THE MONTH OF JUNE, 2009.

*Randall J. Bilyeu*  
45834  
RANDALL J. BILYEU  
7-29-09  
ARIZONA, U.S.A.  
Expires 03/31/10

\_\_\_\_\_  
RANDALL J. BILYEU, RLS-45834 DATE 7/29/09

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



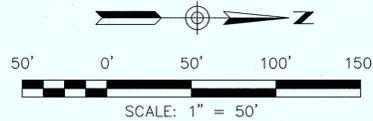
**MINOR LAND DIVISION MAP**  
**PROPERTY CONSOLIDATION**  
**A PORTION OF THE NE 1/4 OF SECTION 36,**  
**TOWNSHIP 2 NORTH, RANGE 1 WEST**  
**GILA AND SALT RIVER BASE AND MERIDIAN**

PROJECT NO: 10-0840	DATE: 07/29/09	SCALE: AS SHOWN
SURVEYED: JUNE 2009	DRAWN: JLD	REVIEWED: RJB
FIELD WORK: AM, DB		REVIEWED: GJT
REVISIONS:		

# MINOR LAND DIVISION MAP

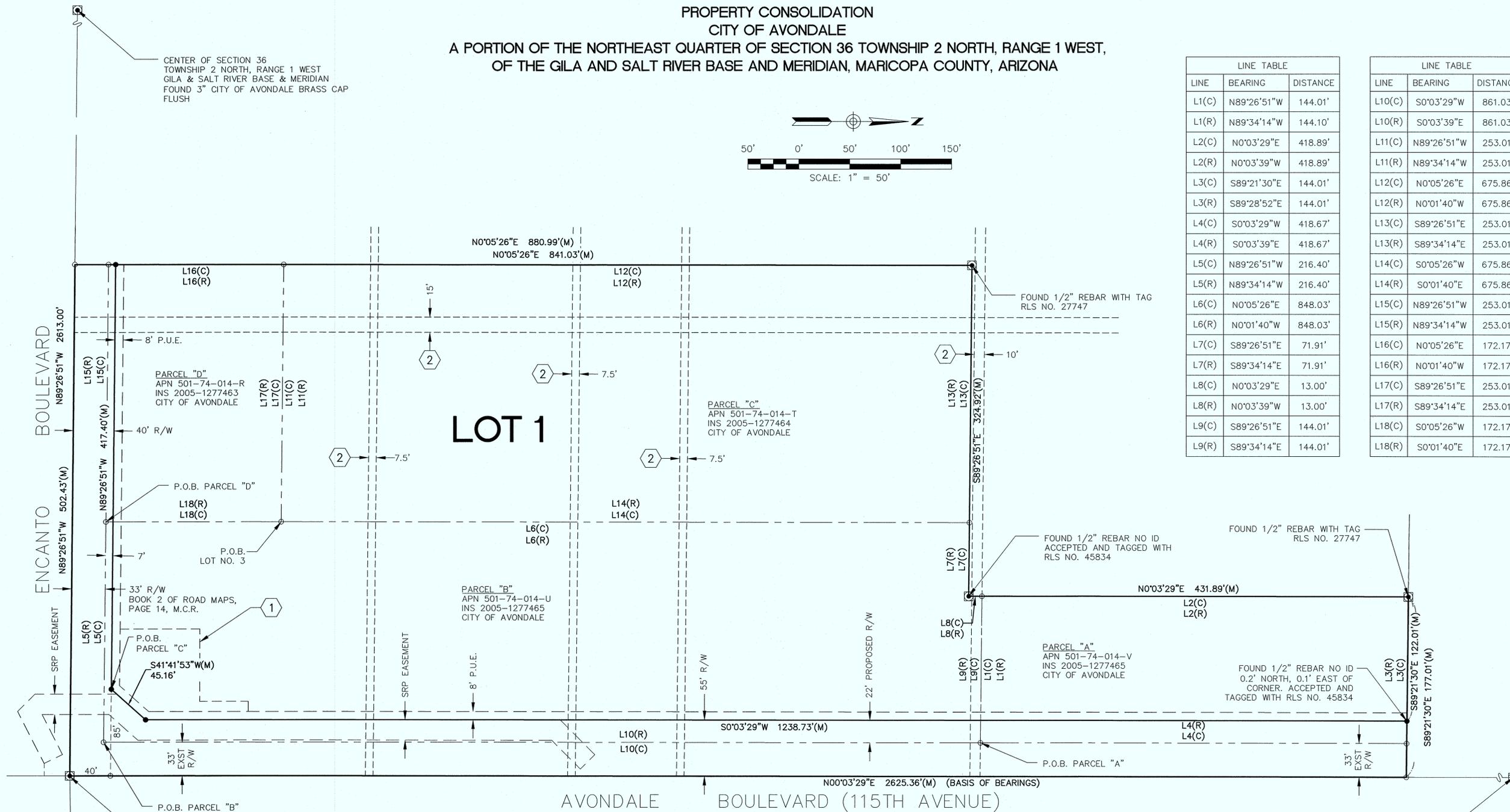
PROPERTY CONSOLIDATION  
CITY OF AVONDALE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 36 TOWNSHIP 2 NORTH, RANGE 1 WEST,  
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



LINE TABLE		
LINE	BEARING	DISTANCE
L1(C)	N89°26'51"W	144.01'
L1(R)	N89°34'14"W	144.10'
L2(C)	N0°03'29"E	418.89'
L2(R)	N0°03'39"W	418.89'
L3(C)	S89°21'30"E	144.01'
L3(R)	S89°28'52"E	144.01'
L4(C)	S0°03'29"W	418.67'
L4(R)	S0°03'39"E	418.67'
L5(C)	N89°26'51"W	216.40'
L5(R)	N89°34'14"W	216.40'
L6(C)	N0°05'26"E	848.03'
L6(R)	N0°01'40"W	848.03'
L7(C)	S89°26'51"E	71.91'
L7(R)	S89°34'14"E	71.91'
L8(C)	N0°03'29"E	13.00'
L8(R)	N0°03'39"W	13.00'
L9(C)	S89°26'51"E	144.01'
L9(R)	S89°34'14"E	144.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L10(C)	S0°03'29"W	861.03'
L10(R)	S0°03'39"E	861.03'
L11(C)	N89°26'51"W	253.01'
L11(R)	N89°34'14"W	253.01'
L12(C)	N0°05'26"E	675.86'
L12(R)	N0°01'40"W	675.86'
L13(C)	S89°26'51"E	253.01'
L13(R)	S89°34'14"E	253.01'
L14(C)	S0°05'26"W	675.86'
L14(R)	S0°01'40"E	675.86'
L15(C)	N89°26'51"W	253.01'
L15(R)	N89°34'14"W	253.01'
L16(C)	N0°05'26"E	172.17'
L16(R)	N0°01'40"W	172.17'
L17(C)	S89°26'51"E	253.01'
L17(R)	S89°34'14"E	253.01'
L18(C)	S0°05'26"W	172.17'
L18(R)	S0°01'40"E	172.17'



## BASIS OF BEARINGS

N00°03'29"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, BOOK 699 OF MAPS, PAGE 26, M.C.R.

## LEGEND

- FOUND MONUMENT AS NOTED
- SET REBAR WITH RLS NO. 45834, UNLESS OTHERWISE NOTED.
- CALCULATED POSITION
- BOUNDARY LINE (NEW PARCEL)
- SECTION LINE
- LOT LINE
- EASEMENT LINE
- TEMPORARY DRAINAGE EASEMENT TO BE DEDICATED WITH THIS INSTRUMENT. WILL EXPIRE AT THE TIME THAT PERMANENT DRAINAGE FACILITIES ARE INSTALLED WITH THE PARCEL DEVELOPMENT.
- EASEMENT FOR INGRESS AND EGRESS, IRRIGATION AND PUBLIC UTILITIES INSTRUMENT 2001-0322554, MCR
- MCR MARICOPA COUNTY RECORDER'S
- APN ASSESSOR PARCEL NUMBER
- R/W RIGHT OF WAY
- EXIST R/W EXISTING RIGHT OF WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- (M) MEASURED
- (R) RECORD
- (C) CALCULATED

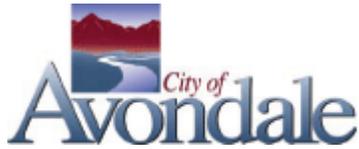


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**MINOR LAND DIVISION MAP**  
PROPERTY CONSOLIDATION  
A PORTION OF THE NE 1/4 OF SECTION 36,  
TOWNSHIP 2 NORTH, RANGE 1 WEST  
GILA AND SALT RIVER BASE AND MERIDIAN

PROJECT NO: 10-0840	DATE: 07/29/09	SCALE: AS SHOWN
SURVEYED: JUNE 2009	DRAWN: JLD	REVIEWED: RJB
FIELD WORK: AM, DB	REVISIONS:	REVIEWED: GJT



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2862-909 - Canvass of Votes for the September 1, 2009 Primary Election

**MEETING DATE:**

September 14, 2009

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

**PURPOSE:**

City Council will consider a resolution canvassing the election results of the September 1, 2009 Primary Election. The Council will take appropriate action.

**DISCUSSION:**

The City of Avondale held a Primary Election on Tuesday, September 1, 2009. In accordance with State Statute, City Council must canvass the election results no less than six days and no more than twenty days after the election.

Election results are as follows:

Jim Buster	1,599
Frank Scott	1,703
Charles Vierhout	1,475

There were 2,027 ballots cast yielding a 7.15% voter turnout. All candidates were elected.

**RECOMMENDATION:**

Staff is recommending that City Council adopt a resolution canvassing the election results of the September 1, 2009 Primary Election.

**ATTACHMENTS:**

Click to download

[Resolution 2862-909](#)

**RESOLUTION NO. 2862-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON SEPTEMBER 1, 2009.

**WHEREAS**, the City of Avondale (the “City”), Arizona, held a primary election on September 1, 2009 (the “Election”) for the nomination/election of three Council Members; and

**WHEREAS**, the Election returns have been presented to and have been canvassed by the Council of the City of Avondale.

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

SECTION 1. That the recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. That the total number of ballots cast at the Election, as shown by the poll lists, was 2,027.

SECTION 3. That the number of provisional ballots was 21, and that ballots found to be ineligible were 8.

SECTION 4. That the votes cast for the candidates for Council Member were as follows:

Jim Buster	1,599
Frank Scott	1,703
Charles A. Vierhout	1,475

SECTION 5. That this Resolution shall be in full force and effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

---

Marie Lopez Rogers, Mayor

ATTEST:

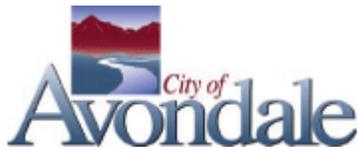
---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2855-909 - Amendment to the Neighborhood Stabilization Plan

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this item is to request City Council approval of a resolution amending the 2008-2009 Annual Action Plan, Neighborhood Stabilization Program Plan (NSP Plan) which outlines a strategy for alleviating the problem of home foreclosures and related vacancies.

**BACKGROUND:**

The NSP Plan, approved by Council on November 17, 2008, describes the activities Avondale is undertaking with its NSP funds from the Housing and Economic Recovery Act of 2008 which appropriated \$2,466,039 to Avondale for assisting in the redevelopment of foreclosed homes. Staff proposes the following changes to the NSP Plan:

1. Delete the rental rehabilitation activity and move \$616,510 to homeownership assistance; and
2. Add 9 neighborhoods to the list of Target Neighborhoods.

The Neighborhood and Family Services Commission recommended accepting the changes at their August 26, 2009 meeting.

**DISCUSSION:**

NSP funds must be targeted to the neighborhoods with the greatest number of foreclosures (Target Neighborhoods). Recent market data on loan delinquencies indicates the probability of a significant number of new foreclosures in 9 neighborhoods that were not included as part of the original 21 Target Neighborhoods. Based on current foreclosure and loan default data, staff is proposing addition of the following subdivisions as target neighborhoods: Coldwater Springs, Diamond Ridge, Dysart Ranch, Tres Rios Landing, Garden Trails, Crystal Ridge, Fulton Estates, Donatela II and Cantada Ranch.

To fund the additional service area staff is recommending eliminating the rental rehabilitation NSP activity and transferring the associated \$616,510 budget to the homebuyer assistance activity and assisting an additional 12 to 18 homebuyers (see new budget in resolution). The \$616,510 constitutes the 25% Very-Low Income (VLI) set-aside from which Avondale is required to assist households earning 50% of the HUD Area Medium Income. Market conditions currently support VLI homeownership. Forty-Eight Percent (48%) of the foreclosed homes on the market this month are priced below \$120,000, the affordability range for VLI homeowners. A surplus of multi-family rental units (as indicated by the 9% vacancy rate) and single family investor owned rental units has decreased rental rates overall and increased the availability of rental units affordable to VLI renters. A secondary consideration in making this recommendation is the reduced need for rental units affordable to very low income families. There is an abundance of affordable rental opportunities for families in Avondale.

**BUDGETARY IMPACT:**

The NSP funds are provided to the City in the form of a grant and do not require matching funds. There is no impact on the General Fund.

**RECOMMENDATION:**

Staff recommends that the City Council approve a resolution amending the 2008-2009 Annual Action Plan, Neighborhood Stabilization Program Plan (NSP Plan) which outlines a strategy for alleviating the problem of home foreclosures and related vacancies.

**ATTACHMENTS:**

Click to download

📎 [NSP Plan Amendment](#)

📎 [Resolution 2855-909](#)

**2008-2009 ANNUAL ACTION PLAN AMENDMENT NO 2**  
**AVONDALE NSP PLAN**  
**JULY 31, 2009**

The City of Avondale engaged in a sustained proactive response to the collapse of the housing market in Avondale when it began implementation of its Neighborhood Stabilization Program (NSP) on March 19, 2009, the effective date the \$2.4 million NSP funding contract with the U.S. Department of Housing and Urban Development (HUD). Through this contract Avondale committed to convert vacant foreclosed properties into homeownership and rental opportunities and demolish blighted properties. Avondale is undertaking these activities in its areas of greatest need (“Target Neighborhood”) established by the following criteria using September 2008 market data: 1) Greatest percentage of home foreclosures; 2) highest percentage of homes financed by a subprime mortgage related loan; and 3) likely to face a significant rise in the rate of foreclosures.

Avondale keeps up to date with current market conditions and trends to inform NSP project implementation and adjust program design as necessary to remove obstacles to implementation. This is accomplished by maintaining real estate data base subscriptions, regular discussions with Housing Our Communities (homebuyer assistance provider) and regular meetings with the Avondale Real Estate Advisory Group (representatives from the real estate community). Recent changes in the market require adjustment to Avondale’s NSP program through an amendment to the NSP Plan.

A significant rise in the loan delinquency rate in many Avondale neighborhoods indicates the coming of a second wave of foreclosures within the next few months. The average number of delinquencies in Avondale neighborhoods is double now what it was when the original Target Neighborhoods were established, up 54% from 4.4% to 6.8%. Realtor attending the most recent Real Estate Advisory Group on July 9, 2009 indicated that current loan delinquencies will most probably default and become foreclosures by the end of the summer. In compliance with NSP greatest need criteria (#3 above) Avondale proposes to add 10 neighborhoods with above average delinquencies (6.8%) to its list of Target Neighborhoods (see Table 2 below). All of the neighborhoods proposed as new Target Neighborhoods have a Need Factor of 20 pursuant to the NSP 2 HUD Website.

A related adjustment necessary in Avondale’s NSP Plan is an increase in funding for the homebuyer assistance activity to fund the increase in Target Neighborhoods. Avondale proposes to shift its 25% Very-Low Income (VLI) set-aside from rental rehabilitation to homebuyer assistance (see Table 1 below). Low housing prices and low interest rates create ideal conditions for VLI homebuyers. Of the foreclosed homes on the market this month, 48% are below \$120,000 (the price range for most VLI homebuyers). Housing Our Communities Inc. asserts that it is possible to assist the 12 to 18 VLI homebuyers necessary to spend the \$616,510 set-aside based on the number of VLI applicants on file and that 21% of the homeowners assisted in the last year are VLI. The change in the set-aside activity is further supported by the scarcity of small multi-family properties necessary to accomplish the original rental rehabilitation concept.

Table 1				
Avondale NSP Amendment # 1 - Activity				
Activity	Original NSP		Proposed Amendment	
	Units	Allocation	Units	Allocation
Acquisition, Rehabilitation and Sale Homes Homeownership Assistance	40	\$1,230,000	52	\$1,846,510
Acquisition, Rehabilitation and Operation of Rental Housing (25% Set Aside for 50% AMI)	4	\$616,510	0	\$0
Demolition of Vacant, Foreclosed Properties	3	\$372,925	3	\$372,925
Administration	N/A	\$246,604	N/A	\$246,604
Total	47	\$2,466,039	55	\$2,466,039

Table 2					
Avondale NSP Amendment # 1 – Target Neighborhoods					
NEIGHBORHOOD NAME		September 2008 Assessment		July 2009 Assessment	
		% Foreclosed	% Delinquent	% Foreclosed	% Delinquent
1	Waterford Square	21.2%	9.7%	1.8%	11.5%
2	Rio Crossing	20.0%	6.4%	2.0%	9.3%
3	Fieldcrest	19.7%	7.5%	.7%	9.3%
4	Littleton Manor	16.5%	3.7%	3.7%	10.1%
5	Cambridge Estates	16.3%	5.0%	1.6%	8.3%
6	Starlight Trail	15.0%	7.4%	3.6%	10.4%
7	Sanctuary	14.7%	7.3%	1.4%	8.9%
8	Palm Meadows	13.1%	7.1%	3.3%	12.6%
9	Los Arbolitos Ranch	12.6%	2.2%	1.3%	7.2%
10	Glenhurst	11.5%	6.4%	1.5%	9.2%
11	Harbor Shores	11.0%	5.9%	.8%	5.7%
12	Palm Gardens	10.6%	2.8%	.7%	6.3%
13	Durango Park	10.5%	6.9%	1.6%	8.7%
14	Coldwater Ridge	10.5%	5.1%	1.4%	8.2%
15	Upland Park	10.3%	4.8%	.6%	7.3%
16	Westwind	9.2%	4.9%	2.2%	7.1%
17	Garden Park	9.1%	6.7%	2.4%	9.1%
18	Crystal Point	8.9%	2.8%	1.4%	4.6%
19	Litchfield Mountain View	8.8%	7.5%	4.8%	6.1%
20	* Roosevelt Park Phase 1	8.3%	5.8%	9.1%	7.1%
21	Coldwater Springs	8.3%	3.9%	.6%	7.0%
22	Diamond Ridge	7.6%	1.4%	.5%	9.5%
23	Dysart Ranch	7.6%	6.5%	1.4%	7.6%
24	Tres Rios Landing	7.2%	4.2%	1.1%	8.3%
25	Corte Sierra	7.0%	4.6%	.5%	4.7%
26	Crystal Gardens	6.7%	3.8%	.4%	4.9% <sup>o</sup>
27	Sage Creek	6.6%	2.1%	.7%	4.3%
28	Garden Trails	6.3%	5.6%	.7%	6.9%
29	Crystal Ridge	6.2%	7.8%	2.3%	8.5%
30	Crystal Park Estates	6.0%	6.0%	1.4%	4.0%
31	** Old Town Avondale	6.0%	3.4%	.9%	3.1%
32	Rancho Santa Fe	6.0%	4.2%	.7%	4.1%
33	Pecan Groves	6.0%	3.6%	1.4%	6.0%
34	Tierra Ranchettes	5.7%	1.4%	1.3%	5.7%
35	Garden Lakes	5.6%	2.7%	.6%	4.0%
36	Fulton Estates	5.2%	2.1%	1.4%	9.4%
37	Las Palmeras West	5.2%	1.5%	.4%	4.9%
38	Donatela II	5.1%	5.9%	15.3	.8%
39	Glenarm Farms	5.0%	2.5%	0%	4.3%
40	Las Ligas	3.4%	1.6%	1.3%	1.9%
41	Rio Vista	2.9%	1.9%	0%	1.5%
42	Cashion	2.0%	1.5%	.1%	.2%
43	Cantada Ranch	1.6%	2.0%	1.4%	8.8%
44	Desert Springs Village	1.1%	3.8%	1.4%	4.3%
45	Del Rio Ranch	0.1%	0.1%	.1%	.2%
<b>AVERAGE</b>		<b>8.4%</b>	<b>4.4%</b>	<b>1.3%</b>	<b>6.8%</b>
New Target Neighborhoods					
Previous Target Neighborhoods					



## **RESOLUTION NO. 2855-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A SECOND AMENDMENT TO THE 2008-2009 ANNUAL ACTION PLAN PORTION OF THE 2006-2009 CONSOLIDATED PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGARDING AMENDING THE USE OF NEIGHBORHOOD STABILIZATION FUNDS.

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

**WHEREAS**, the City of Avondale (the “City”) entered in a contract with the U.S. Department of Housing and Urban Development (“HUD”) on March 19, 2009, to provide \$2,466,039 in NSP funds for the City to use within an 18-month period from the date of receipt to purchase and redevelop abandoned and foreclosed homes and residential properties; and

**WHEREAS**, HUD has issued regulations in the Federal Register [under Docket No. FR-5255-N-01] (the “Regulations”) which define the statutory requirements of NSP and which require an amendment to the 2008-2009 Annual Action Plan as a condition of receiving NSP funds; and

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

**WHEREAS**, the City of Avondale 2008-2009 Annual Action Plan (the “Action Plan”) was approved by the City Council on April 21, 2008; and

**WHEREAS**, the City prepared an amendment to the Action Plan to accommodate the NSP funds (the “First Amendment”) in accordance with the Regulations, which First Amendment was approved on November 17, 2008; and

**WHEREAS**, the City has completed public participation requirements in accordance with the Regulations, including a 30-day comment period during which a draft of a second amendment was posted on the City website (August 4, 2009 though September 4, 2009) through

which comments were able to be received from City residents for incorporation into the Action Plan (the “Second Amendment”).

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

SECTION 1. That the recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. That the Action Plan Second Amendment and the reallocation of funding to the activities to be undertaken described below is hereby approved and authorized for submission to HUD.

Table 1				
Avondale NSP Amendment # 1 - Activity				
Activity	Original NSP		Proposed Amendment	
	Units	Allocation	Units	Allocation
Acquisition, Rehabilitation and Sale Homes Homeownership Assistance	40	\$1,230,000	52	\$1,846,510
Acquisition, Rehabilitation and Operation of Rental Housing (25% Set Aside for 50% AMI)	4	\$616,510	0	\$0
Demolition of Vacant, Foreclosed Properties	3	\$372,925	3	\$372,925
Administration	N/A	\$246,604	N/A	\$246,604
<b>Total</b>	<b>47</b>	<b>\$2,466,039</b>	<b>55</b>	<b>\$2,466,039</b>

SECTION 3. That the neighborhoods described below are hereby designated as TARGET NEIGHBORHOODS and eligible to receive NSP assistance.

Table 2					
Avondale NSP Amendment # 1 – Target Neighborhoods					
NEIGHBORHOOD NAME		September 2008 Assessment		July 2009 Assessment	
		% Foreclosed	% Delinquent	% Foreclosed	% Delinquent
1	Waterford Square	21.2%	9.7%	1.8%	11.5%
2	Rio Crossing	20.0%	6.4%	2.0%	9.3%
3	Fieldcrest	19.7%	7.5%	.7%	9.3%
4	Littleton Manor	16.5%	3.7%	3.7%	10.1%
5	Cambridge Estates	16.3%	5.0%	1.6%	8.3%
6	Starlight Trail	15.0%	7.4%	3.6%	10.4%
7	Sanctuary	14.7%	7.3%	1.4%	8.9%
8	Palm Meadows	13.1%	7.1%	3.3%	12.6%
9	Los Arbolitos Ranch	12.6%	2.2%	1.3%	7.2%
10	Glenhurst	11.5%	6.4%	1.5%	9.2%
11	Harbor Shores	11.0%	5.9%	.8%	5.7%
12	Palm Gardens	10.6%	2.8%	.7%	6.3%
13	Durango Park	10.5%	6.9%	1.6%	8.7%
14	Coldwater Ridge	10.5%	5.1%	1.4%	8.2%
15	Upland Park	10.3%	4.8%	.6%	7.3%

Table 2					
Avondale NSP Amendment # 1 – Target Neighborhoods					
NEIGHBORHOOD NAME		September 2008 Assessment		July 2009 Assessment	
		% Foreclosed	% Delinquent	% Foreclosed	% Delinquent
16	Westwind	9.2%	4.9%	2.2%	7.1%
17	Garden Park	9.1%	6.7%	2.4%	9.1%
18	Crystal Point	8.9%	2.8%	1.4%	4.6%
19	Litchfield Mountain View	8.8%	7.5%	4.8%	6.1%
20	* Roosevelt Park Phase 1	8.3%	5.8%	9.1%	7.1%
21	Coldwater Springs	8.3%	3.9%	.6%	7.0%
22	Diamond Ridge	7.6%	1.4%	.5%	9.5%
23	Dysart Ranch	7.6%	6.5%	1.4%	7.6%
24	Tres Rios Landing	7.2%	4.2%	1.1%	8.3%
25	Corte Sierra	7.0%	4.6%	.5%	4.7%
26	Crystal Gardens	6.7%	3.8%	.4%	4.9% <sup>o</sup>
27	Sage Creek	6.6%	2.1%	.7%	4.3%
28	Garden Trails	6.3%	5.6%	.7%	6.9%
29	Crystal Ridge	6.2%	7.8%	2.3%	8.5%
30	Crystal Park Estates	6.0%	6.0%	1.4%	4.0%
31	** Old Town Avondale	6.0%	3.4%	.9%	3.1%
32	Rancho Santa Fe	6.0%	4.2%	.7%	4.1%
33	Pecan Groves	6.0%	3.6%	1.4%	6.0%
34	Tierra Ranchettes	5.7%	1.4%	1.3%	5.7%
35	Garden Lakes	5.6%	2.7%	.6%	4.0%
36	Fulton Estates	5.2%	2.1%	1.4%	9.4%
37	Las Palmeras West	5.2%	1.5%	.4%	4.9%
38	Donatela II	5.1%	5.9%	15.3	.8%
39	Glenarm Farms	5.0%	2.5%	0%	4.3%
40	Las Ligas	3.4%	1.6%	1.3%	1.9%
41	Rio Vista	2.9%	1.9%	0%	1.5%
42	Cashion	2.0%	1.5%	.1%	.2%
43	Cantada Ranch	1.6%	2.0%	1.4%	8.8%
44	Desert Springs Village	1.1%	3.8%	1.4%	4.3%
45	Del Rio Ranch	0.1%	0.1%	.1%	.2%
<b>AVERAGE</b>		<b>8.4%</b>	<b>4.4%</b>	<b>1.3%</b>	<b>6.8%</b>
New Target Neighborhoods					
Previous Target Neighborhoods					

SECTION 4. That the City Council hereby finds that all expenditures as set forth in the Action Plan Second Amendment are necessary and appropriate and further that said expenditures for the NSP program will meet the low-moderate and middle income national objective.

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

NSP. Any Excess Revenues remaining at the end of the Five-Year Period shall be deposited into the Treasury of the United States.

SECTION 6. That the Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

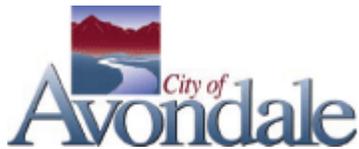
\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2854-909 - Designation of Avondale as a Kids at Hope City

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The City Council will consider a resolution to declare the City of Avondale as a Kids at Hope City and adopt the Kids at Hope belief, principles and practices.

**BACKGROUND:**

One of the goals with the inception of the Neighborhood and Family Services Department was to develop programs for young people in Avondale. The Youth Services Division provides positive development opportunities to youth ages 14 - 21. Numerous programs, events and partnerships have been implemented to provide youth with opportunities to develop critical life skills. All programs have been established on a framework of sound youth development principles.

**DISCUSSION:**

Along with providing direct services, the Youth Services Division strives to enhance the quality of life for all youth in Avondale by strengthening networks of organizations that serve youth. In working toward this goal, the Youth Services Division has identified Kids at Hope as a foundation for serving child in our community and is recommending that City Council consider adopting the Kids at Hope program and becoming a "Kids at Hope City". The Neighborhood and Family Services Commission, the Social Services Advisory Board and the Avondale Youth Advisory Commission all reviewed and discussed the Kids at Hope framework and recommended that the City of Avondale adopt the Kids at Hope belief, principles and practices. In addition, the City Council expressed support for becoming a Kids at Hope City during a past Work Session.

Defining or recognizing a city as a Kids at Hope community represents a vision and expectation for all children. In this case, the city shares its vision that all children are "at hope." This expression reverses the often heard, misused, abused and harmful expression of "at risk" which many times results in a self fulfilling prophecy. Furthermore, the expression that the city has adopted the belief that its children are "at hope" establishes a willingness to achieve such a promise. By doing so, a city/community recognizes its responsibilities to encourage the success of all children, without exception. The commitment to this powerful initiative includes:

- Advancing the belief and practice that all children are "at hope" and all are capable of success, No exceptions! This is done by "branding/promoting the city as one which has adopted Kids at Hope including celebrating National Kids at Hope Day/Week to rally interest around the belief, principles and practices.
- Sponsoring (at least once a year) a four hour seminar for all interested adults in the city to learn about the research behind Kids at Hope, its principles and practices and how that information can empower each adult to help all children succeed, without exception.
- Sponsoring (at least once a year) a two day Train the Trainer Certification Academy, where

adults from all walks of life can be empowered to train other adults about Kids at Hope as well as well as advancing the principles and practices in their own organization and agencies.

- Ensuring that city departments and their related services to children and youth model Kids at Hope principles and practices.
- A willingness to share with other cities/communities and organizations its experiences with Kids at Hope through on site visits, publications, attendance at institutes or conferences sponsored by Kids at Hope or other entities committed to advancing knowledge and success with all children.

Approximately 20 city staff in the following departments have completed a training on Kids at Hope: Police Department, Parks & Recreation, Neighborhood and Family Services, Engineering, City Manager's Office, City Clerk. The training was very well received by City staff.

**BUDGETARY IMPACT:**

The cost of adopting Kids at Hope and its initiatives is estimated at \$4,000 per year which can be absorbed by the Neighborhood and Family Services Department's existing training and Youth Services budgets.

**RECOMMENDATION:**

The Youth Services Division is recommending that City Council adopt a resolution to declare the City of Avondale as a "Kids at Hope City" and adopt the Kids at Hope belief, principles and practices.

**ATTACHMENTS:**

Click to download

 [Resolution 2854-909](#)

## **RESOLUTION NO. 2854-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING THE CITY'S SUPPORT FOR KIDS AT HOPE.

**WHEREAS**, the City of Avondale (the "City") believes all its children are "at hope" and is committed to support the positive development of its youth; and

**WHEREAS**, the City recognizes that to support the positive development of its youth, City employees must receive current information about children and youth development through professional development experiences; and

**WHEREAS**, the City also recognizes that to ensure the positive development of its youth it must encourage other institutions, agencies and organizations to equally support a citywide initiative in support of all children and when able will sponsor appropriate citywide classes and workshops about youth development; and

**WHEREAS**, the City recognizes the importance of celebrating the value of all its children and when able will sponsor activities which highlight our community's children including honoring national Kids at Hope Day with appropriate events.

**WHEREAS**, the City is proud and honored to be recognized as a Kids at Hope City.

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

SECTION 1. That the City hereby commits to working to learn and share a set of principles and practices that can support the success of all children, without exception. In support of these principles, the City pledges to actively support Kids at Hope, including:

- Advancing the belief and practice that all children are "at hope" and all are capable of success by celebrating National Kids at Hope Day/Week to rally interest around the belief, principles and practices.
- Sponsoring (at least once a year) a four hour seminar for all interested adults in the city to learn about the research behind Kids at Hope, its principles and practices and how that information can empower each adult to help all children succeed, without exception.

- Sponsoring (at least once a year) a two day Train the Trainer Certification Academy, where adults from all walks of life can be empowered to train other adults about Kids at Hope as well as well as advancing the principles and practices in their own organization and agencies.
- Ensuring that City departments and their related services to children and youth model Kids at Hope principles and practices.
- Sharing with other cities/communities and organizations its experiences with Kids at Hope through on site visits, publications, attendance at institutes or conferences sponsored by Kids at Hope or other entities committed to advancing knowledge and success with all children.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

---

Marie Lopez Rogers, Mayor

ATTEST:

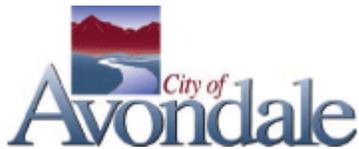
---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2860-909 - Renewal of IGA with  
Department of Public Safety for a GIITEM Position

**MEETING DATE:**

September 14, 2009

**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 adopt a resolution authorizing an Intergovernmental Agreement between the Arizona Department of Public Safety (DPS) and the City of Avondale to assign an officer full-time to the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM). Under this IGA, DPS will reimburse the City of Avondale for 75% of payroll expenses of the officer related to this assignment, with a cost to the city of \$21,333.

**DISCUSSION:**

GIITEM provides an opportunity to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of DPS and the public safety entities that they partner with. GIITEM officers address criminal street gangs throughout the State of Arizona and officers assigned to GIITEM serve as liaisons between their respective Police Department and DPS, allowing for a more timely and pro-active response to gang issues within their city.

According to a June 3, 2008, report co-authored by the DPS State GangTask Force, the State of Arizona, to include the West Valley, is experiencing an increase in documented gang related criminal activity. The most dangerous gang trend we face today involves the changing relationship between the Arizona Mexican Mafia prison gang and Hispanic criminal street gangs. Between 1999 and 2007, these two separate entities merged to form one of the most organized and violent criminal organizations.

GIITEM's unique approach brings together law enforcement and prosecution agencies from state, county, municipal, federal and tribal jurisdictions in a coordinated, intelligence-driven approach to deal with gangs on a large scale. Traditionally, Arizona agencies addressed the gang problem individually rather than collectively. This separate approach resulted in displacement rather than focused and directed gang enforcement efforts and identification. The primary benefit of the GIITEM Project is the combined resolution of the involved agencies and citizens, who ultimately are the recipients of the project's services, to cripple gangs in the state rather than displacing gang related problems into adjoining jurisdictions. (Arizona Department of Public Safety GIITEM website - Gang Enforcement History).

The Avondale Police Department is seeking to continue assigning one officer, full-time, for another year to GIITEM where they will serve as liaison directly to DPS and will address, with other GIITEM officers, criminal street gangs throughout the state of Arizona and in Avondale. The amount of actual time that GIITEM officers will be in our City investigating gang related incidents is dependent upon the number of criminal incidents determined to be or that are believed to be gang related. Many issues and gang members cross city jurisdictional lines and by resolving issues in one city, it may resolve and/or have a positive impact on gang related issues in Avondale.

Additionally, the Avondale Police Department will continue participating in the Gang Liaison Officer (GLO) Program. At least one interested officer from each patrol team, to include personnel from the Street Crimes Unit and the School Resource Detectives, will attend this free continuing training sponsored by DPS. These trained officers will still work their assigned shift and beat, answering calls for service, but will be trained to assist other officers with gang related issues. Benefits of the GLO Program include the documentation and tracking of identified gang members, increased community awareness, enhanced resources in gang suppression, supplements the GIITEM Program, deters criminal gang activity through investigation, arrest and prosecution and provides anti-gang awareness training to communities and schools.

The cost of the assigned Officer will be reimbursed at 75% which is 10% less than the previous year as DPS is facing budget cutbacks. The remaining salary and benefits will be paid by the Avondale Police Department using salary savings.

The IGA shall be for a term of one (1) year retroactive to July 1, 2009, but shall automatically renew itself annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative budget approval for the applicable fiscal year. If the IGA is renewed between DPS and the City of Avondale, Police Department management will then determine if the same officer remains assigned to the Task Force or if the assignment is rotated to another qualified officer.

#### **BUDGETARY IMPACT:**

GIITEM has committed financially to fund 75% of the assigned officer's payroll expenses related to this assignment, including salary, shift differential pay, a DPS vehicle, benefits and employee related expenses (employer's worker's compensation and social security at established rates, vacation and sick leave taken while working GIITEM). DPS will reimburse overtime compensation up to eight (8) hours per month. The cost sharing between the City of Avondale and DPS is as follows:

- Total yearly salary and ERE for the assigned GIITEM Officer: \$85,332
- DPS will reimburse 75% of the officer's payroll expenses related to GIITEM: \$63,999
- The City of Avondale would pay the remaining 25% of the officer's salary: \$21,333, of which 15% or \$12,800 was already budgeted last fiscal year, which leaves a balance of 10% or \$8,533. It is proposed that the Police Department use salary savings to pay the difference in reimbursement for the IGA for FY 08/09 and the updated IGA for FY09/10.

#### **RECOMMENDATION:**

Staff recommends that City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Public Safety to continue assigning an Avondale Police Officer to the GIITEM Task Force.

#### **ATTACHMENTS:**

Click to download

 [Resolution 2860-909](#)

**RESOLUTION NO. 2860-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION PROGRAM.

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

SECTION 1. That the intergovernmental agreement with the State of Arizona, acting by and through its Department of Public Safety, relating to participation in the Gang & Immigration Intelligence Team Enforcement Mission (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

---

Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2860-909

(Intergovernmental Agreement)

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION  
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ('IGA') is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the City of Avondale, an Arizona municipal corporation, through the Avondale Police Department, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to \_\_\_\_\_.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

**I. PARTICIPATION**

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

**II. REIMBURSEMENT**

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but not used by the officer, will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related

expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The officer must meet the ADOA Driver's Training Requirements.

### **III. IMMIGRATION**

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

### **IV. NONDISCRIMINATION**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 99-4.

### **V. INDEMNIFICATION**

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

### **VI. DRUG FREE WORKPLACE**

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

## **VII. RECORDKEEPING**

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

## **VIII. FEES**

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

## **IX. JURISDICTION**

The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries.

## **X. ARBITRATION**

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

## **XI. WORKER'S COMPENSATION BENEFITS**

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officer covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

## **XII. LIMITATIONS**

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

## **XIII. EFFECTIVE DATE/DURATION**

This IGA shall become effective upon the execution of (3) original agreements by the parties hereto, and upon one (1) original being filed with the Arizona Secretary of State. DPS agrees to reimburse the Agency in accordance with the terms set forth in Paragraph II, retroactively from July 1<sup>st</sup>, through June 30<sup>th</sup> of the current fiscal year.

The duration of this IGA shall be the fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>, and shall renew annually on July 1<sup>st</sup> for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

## **XIV. AVAILABILITY OF FUNDS**

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this

provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**XV. CANCELLATION**

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

**XVI. TERMINATION**

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander  
Arizona Department of Public Safety  
P. O. Box 6638, Mail Drop 3700  
Phoenix, Arizona 85005-6638

City Manager  
City of Avondale  
11465 W. Civic Center Drive, S. 220  
Avondale, Arizona 85323-6809

**XVII. VALIDITY**

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

**STATE OF ARIZONA**

BY: P. Vanderpool  
for Roger Vanderpool, Director  
Arizona Department of Public Safety

DATE: 8/20/09

APPROVED AS TO FORM:

Attorney 8/16/09  
Assistant Attorney General

**CITY OF AVONDALE**

BY: \_\_\_\_\_  
Charles P. McClendon, City Manager

DATE: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Carmen Martinez, City Clerk

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



STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
CIVIL DIVISION  
TRANSPORTATION SECTION  
MEMORANDUM

Anni L. Foster  
Assistant Attorney General

Direct: 602-542-8859  
Fax: 602-542-3646

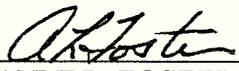
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P001-2009-003082 (DPS 2009-238), an Agreement between public agencies, i.e., Arizona Department of Public Safety and the City of Avondale, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

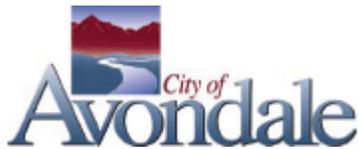
No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED August 6, 2009.

TERRY GODDARD  
Attorney General

  
\_\_\_\_\_  
ANNI L. FOSTER  
Assistant Attorney General

ALF:co  
Attachment  
#526969



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2857-909 - Authorizing an Intergovernmental Agreement with ADOT for Roadway Maintenance

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the purpose of roadway maintenance, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In 2005, the City of Avondale and ADOT entered into an IGA for improvements to the Dysart Road traffic interchange (TI). In the IGA, the City agreed to be responsible for routine maintenance of Dysart Road under I-10 which is in ADOT right of way. With pending and future improvements to the TI's at 107th Avenue and Avondale Boulevard, it is ADOT's request that we enter into a standard roadway maintenance agreement that covers all of the rights of way beneath the I-10 bridges and better defines "routine maintenance" and agency roles and responsibilities.

**DISCUSSION:**

The proposed IGA addresses the maintenance of ADOT's right of way beneath and up to 300 feet north and south of the I-10 bridges at 99th Avenue, 107th Avenue, Avondale Boulevard and Dysart Road. The City will be responsible for routine maintenance consistent with service levels that we currently provide on City rights of way. The defined areas include street surfaces, curbs, gutters sidewalks, median dividers, bridges, walls, and certain drainage features. The maintenance includes preventative measures to preserve the roadway surfaces, limited rehabilitation activities such as sweeping, crack sealing, removal of spills and debris, graffiti removal, repair of potholes, minor signing and striping, leveling and/or patching of pavement, minor seal coating, litter and trash removal, weed removal within designated areas.

At 99th Avenue, the City will be responsible of the roadway maintenance north of the I-10 overpass. The City currently maintains this area and a landscaping project is currently underway at 99th Avenue and McDowell which includes improvements to the median on 99th Avenue north of I-10. It is staff's understanding that ADOT will enter into a similar agreement with Tolleson regarding the maintenance of 99th Avenue beneath the I-10 bridge and to the south.

ADOT's responsibilities include construction, reconstruction and major rehabilitation of the roadways and drainage facilities (except where the responsibility is defined by a separate agreement). ADOT is also responsible for maintaining the ramps at the interchanges.

**BUDGETARY IMPACT:**

Funding for this maintenance is included within Street and Pavement Maintenance and Code Enforcement's existing budgets.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and the Arizona Department of Transportation (ADOT) for Roadway Maintenance and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

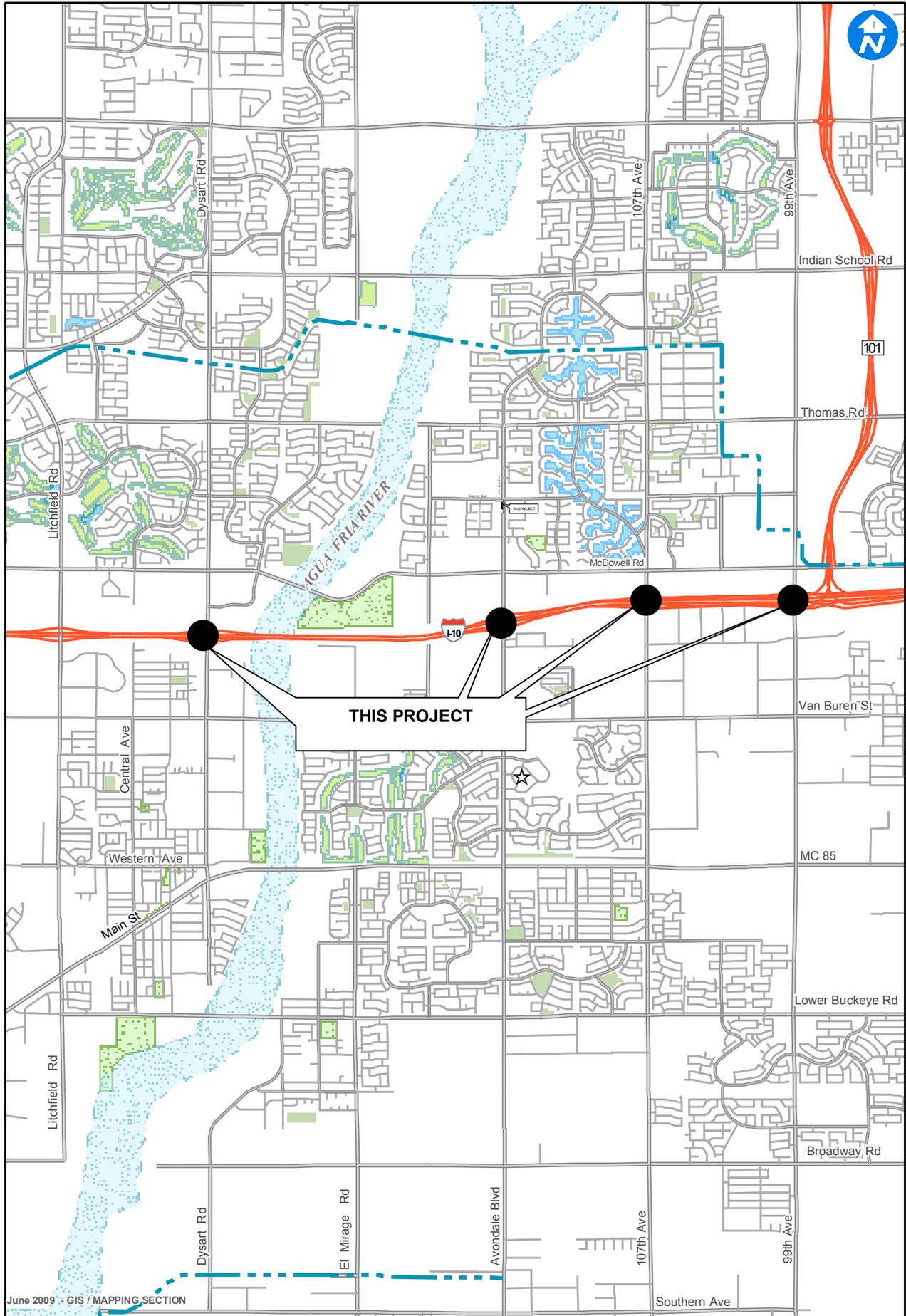
**ATTACHMENTS:**

Click to download

 [Vicinity Map](#)

 [Resolution 2857-909](#)

# VICINITY MAP



June 2009 - GIS / MAPPING SECTION

## CITY OF AVONDALE IGA FOR I-10 TT's

**RESOLUTION NO. 2857-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO CONSTRUCTION, OPERATION AND MAINTENANCE RESPONSIBILITIES CONCERNING CERTAIN STATE HIGHWAY ROUTES WHICH ARE ENCOMPASSED WITHIN THE CITY'S SYSTEM OF STREETS.

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

SECTION 1. That the Intergovernmental Agreement with State of Arizona relating to construction, operation and maintenance responsibilities concerning certain State highway routes which are encompassed within the City's system of streets (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
RESOLUTION NO. 2857-909

(Intergovernmental Agreement)

See following pages.

**ADOT File: IGA/JPA 09-004-I**  
AG Contract No.: P001-2009-001890  
Project: Roadway Maintenance  
**TRACS No.: MAINTAGR**  
Budget Source Item No. N/A

**INTERGOVERNMENTAL AGREEMENT**  
Roadway Maintenance

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF AVONDALE

**THIS AGREEMENT** is entered into \_\_\_\_\_, 2009 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its Mayor and City Council (the "City"). The State and the City are collectively referred to as "Parties".

**THIS AGREEMENT**, relative to the maintenance of all roadway elements included herein, will work in concert with the agreements and subsequent amendments listed below. In the event question(s) arise, this Agreement will take precedence.

<u>ADOT FILE NO.</u>	<u>A.G. CONTRACT NO.</u>	<u>SECRETARY OF STATE FILE NO.</u>
JPA 02-159	KR02-1816TRN	25651
JPA 04-082	KR04-1059TRN	27340
JPA 07-062 I	P001-2007-001841	29374
JPA 07-094 I	P001-2007-001860	29384

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned, the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Article 1, Section 3, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. It is to the mutual benefit of the State and the City to enter into an Agreement specifying their respective construction, operation and maintenance responsibilities concerning certain State highway routes which are encompassed within the City's system of streets and which form necessary and convenient links in the State Highway System.

---

4. The portions of the State Highway System within the City covered by this Agreement are as follows:

Interstate 10 (I-10) – Also known as the Phoenix Casa Grande Interstate Highway, at the following locations:

- 99<sup>th</sup> Avenue – (the portion north of I-10)
- 107<sup>th</sup> Avenue
- Avondale Boulevard (also known as 115<sup>th</sup> Avenue)
- Dysart Road
- State Route (SR) 85 was abandoned within the City, November 19, 1999, (which closes the maintenance agreement for SR 85 under JPA 79-001)

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

## **II. DEFINITIONS**

“Blanket Permit” – means **only** routine minor maintenance and emergency maintenance work provided by the City within the State's rights of way. No new construction or installation shall be permitted under this permit.

“Crossroads” - means any references to existing or new local streets or arterials that cross the State highway.

“Design Standards” - means the standards that were incorporated into the facility when it was designed and constructed. If the City specifies a design that is **not** in conformance with State design standards, the City will be responsible for the operation, maintenance and cost reimbursement for the replacement of that equipment. (Also see “specialized material and state standard” definitions).

“Frontage Road” - means roadways generally parallel to the State highway mainline, which provides access to severed property and/or collect and distribute traffic between local streets and highway interchanges.

“Hazardous Material Incidents” - means the uncontrolled, un-permitted release or potential release of hazardous materials that may present an imminent and substantial danger to the public's health or welfare, or to the environment. Such incidents occurring in the areas of City responsibility within State rights of way shall be managed consistent with City standards, and require **immediate notification to ADOT Traffic Operation Center.**

“Intersection” - means an area shared by two or more roads, whose main function is to provide for the change of route directions. In this agreement one of the two roads is a State highway, and the other road is a local crossroad.

“Limited Rehabilitation” - generally refers to minor restorative and/or reconstruction activities. **However**, for the purpose of this document, such rehabilitation, and/or reconstruction activities undertaken by the City, shall be limited to areas not to exceed 100 square feet in size and required only in areas identified as City responsibility.

“Master Maintenance Agreement” - means a general Agreement between the City and the State's Department of Transportation (ADOT) that establishes maintenance responsibilities, including but not limited to, roadways and associated rights of way, signing and striping, electrical facilities, landscaping,

drainage facilities, bridges, and special features, as they relate to State Highway System found within the City's boundaries, unless covered under a separate Agreement.

"MUTCD" - means Manual on Uniform Traffic Control Devices; latest addition as published by Federal Highway Administration (FHWA).

"Operations" - means the performance of practical work or practical application of the principles or processes used to carry out maintenance activities discussed in this Agreement and conducted by the responsible party.

"Parties" - means the State and the City, collectively.

"Party" - means the State or the City, as the case may be.

"Routine Minor Maintenance" - means that work necessary to maintain feature and area responsibility consistent with maintenance service levels adopted by the responsible party. The defined features/areas include: street surfaces, shoulders, curbs, gutters, sidewalks, and median dividers of cross roads, bridges, screen and sound walls, and certain drainage features feeding into the State's drainage system. The responsibility for the routine minor maintenance of the defined areas will include preventive measures to preserve and keep the roadway surfaces and general areas in a safe and operable state of repair and limited rehabilitation activities such as sweeping, crack sealing, removal of spills and debris, graffiti removal, repair of potholes, minor signing and striping, leveling and/or patching of asphalt concrete pavement with premix, minor seal coating and/or flush coating of oxidized pavement, litter and trash removal, minor repair of the surface/base of damaged pavement presenting a safety hazard, weed removal within designated areas (not covered in a separate landscape maintenance Agreement) of established rights of way. A further listing of these and other responsibilities are detailed within the Roles and Responsibilities, herein referred to as Exhibit A, attached hereto and made a part hereof, or by separate Agreement. The areas of responsibility are depicted in the Maintenance Exhibit B, attached hereto and made a part hereof.

"Screen/Sound Walls" - means walls normally built during construction to mitigate noise and visual impacts to local neighborhood generated by the traffic.

"Specialized Materials/Features" - means decorative materials, special construction materials, or one-of-a-kind features ***specifically requested by the City***, which are not required by ADOT specifications. Examples of such features include, but are not limited to: unique icons/patterns, decorative wrought iron fencing, sculptured metal signing, specialized lighting facilities, non-standard paint colors and specialized art features.

"State Standards" - means Arizona Department of Transportation (ADOT) guidelines, specifications, policies, rules and regulations as of the date of this Agreement for the construction and maintenance of ramps, highways, landscaping, fencing and enclosure structures, drainage and flow structures and other related highway features. These standards will be used unless otherwise agreed to by the Parties to this Agreement.

"Transfer of Blue-stake Responsibility" - means the State transfers the responsibility and liability to the City, upon the State's transfer of as-built drawings to the City for blue-staking of all underground facilities and structures that were specifically constructed or operated by the City, but are located in/on State rights of way, other than main line rights of way governed by this Agreement, as blue-staking is defined by Arizona Revised Statutes, *Chapter 2, Article 6.3., Sections 40-360.21 through 40-360.32.*

### III. SCOPE OF WORK

1. The State will:

a. Be responsible for the construction, reconstruction, major rehabilitation and/or betterments, of the roadways, curbs, gutters, medians, channelization, drainage facilities - (except where responsibility is defined by separate Agreement), guardrails, walls, chain-link fencing, bridge structures (including pedestrian bridges overpasses and equestrian bridges), drainage, tunnels, and other roadway-related facilities (excluding special traffic signals, wrought iron fencing, certain drainage facilities, and special materials requested by the City), generally within the access control limits as depicted on Maintenance Exhibit B.

b. Be responsible for major resurfacing, rehabilitation, and roadway reconstruction treatments including the construction and replacement of all Portland Cement Concrete Pavement (PCCP) roadway surfaces and all asphalt concrete roadway surfaces requiring such activities found within the City's areas of responsibility located within State rights of way, in excess **of 100** square feet in size.

c. Be responsible for maintenance of all storm drain siphons within State highway rights of way, of which the State is the primary user.

d. Be responsible for the majority of landscape maintenance activities within the mainline roadway access control zones and other areas which are/and will be defined in separate Agreement(s).

e. Be responsible for transportation and encroachment permits, such as permits authorizing over-weight, over-width and over-height use, as prescribed by law, unless specifically authorized by separate Agreement.

f. Be responsible for the installation of all initial signing. Maintain all overhead signs structures and large ground-mount guide signs (16 square feet or larger) both in and out of State right of way. Maintain all signs on the frontage roads between the off-ramp gore and the subsequent on-ramp gore.

g. Be responsible for installation of all initial pavement markings. Maintain all transverse markings (such as crosswalks, stop bars, etc), guidelines, and symbol markings (such as turn arrows, "left turn only" words, etc.) at the intersections between the off-ramp gore to the on-ramp gore.

h. Provide the City with a copy of the regulations captioned "The Arizona Outdoor Advertising Control Regulations" (Rule No. R17-3-711), incorporated herein by reference, to be adhered to by the City except that, the City may implement more restrictive regulations if authorized by law.

i. Be responsible for maintaining the structural integrity of sound and screen walls constructed within the State's right of way.

j. Provide response and clean-up of all hazardous material incidents within State-owned rights of way designated as the City's maintenance responsibility.

2. The City will:

a. Be responsible for routine minor maintenance and the limited rehabilitation of all features and asphalt frontage roadway surfaces within the defined areas of the City's responsibility, as depicted in the Maintenance Exhibit B. The defined areas include asphalt street surfaces, shoulders, curbs, gutters, sidewalks, median-dividers of crossroads, bridges, and surface drainage features feeding into the State's drainage system. Maintenance of the defined areas will include preventive measures to preserve and keep the roadway surfaces and general areas in a safe and operable state of repair, routine minor and

limited rehabilitation/reconstruction activities including but not limited to such activities as: sweeping, crack sealing, removal of spills and debris, graffiti removal, repair of pot-holes, repair and replacement of pedestrian and frontage road lighting, signing and striping, leveling and/or patching of asphalt concrete pavement with premix, seal coating and/or flush coating of oxidized pavement, litter and trash removal, and weed control (where not defined by separate Agreement), responsibility within designated areas of adjoining rights of way. The limited rehabilitation repair of subsurface/base of damaged asphalt pavement presenting a safety hazard with such techniques as mill and inlay/overlay, and hot in-place recycling, is limited to areas not to exceed **100 square feet**. A further listing of these and other responsibilities are detailed within Exhibit A (Roles and Responsibilities) or by separate Agreement.

b. Be responsible for routine minor maintenance of catch basins (cleaning) (consistent with City maintenance levels) when such basins are located within the areas where the City is responsible for routine minor maintenance.

c. Be responsible for routine minor maintenance of overpasses and underpasses, including pedestrian and equestrian facilities (consistent with City maintenance levels). Routine maintenance of these areas will include sweeping, removal of debris, and removal of graffiti.

d. Be responsible for maintaining longitudinal lines (such as lane lines, bike lane lines, etc.) and median noses on all crossroads and frontage roads according to the City's maintenance procedures.

e. Obtain per established procedures of the State's Phoenix Maintenance District Permit Office, a valid 5-year citywide Blanket Permit for the minor/routine maintenance and emergency work provided by the City within the State's rights of way. Any new construction or installation shall require a separate permit as per the Phoenix Maintenance District established procedures, which may be obtained through the Phoenix Maintenance District Permit Office referenced herein.

For Notification of all Maintenance Related Issues:

Arizona Department of Transportation  
District Maintenance Engineer:  
2140 West Hilton Avenue, Mail Drop PM00,  
Phoenix, Arizona 85009  
PHONE (602) 712 6550; FAX (602) 712-6983

f. Manage maintenance responsibilities, consistent with established City policy and procedural standards. Notify, as referenced herein, the State's Traffic Operations Center immediately of any hazardous material incidents occurring within the areas of State-owned rights of way, designated as City's maintenance responsibility.

For Notification of Hazardous Materials

State's Traffic Operations Center  
2302 W Durango, Mail Drop PM00  
Phoenix, Arizona 85009-6452  
PHONE (602) 712-7640;  
FAX (602) 495-9013

3. The Parties agree:

a. The responsibility for traffic signal and electrical facilities will be as provided by a separate maintenance Agreement. Once an un-signalized, freeway/crossroad interchange requires signalization, the entity responsible for maintaining the traffic signal and shall also be responsible for the signs and the pavement markings on the approaches, with the exception of overhead signs and large ground mounted signs, (16 square feet or larger), as such signs will remain the responsibility of the State.

b. The maintenance of street lighting, streetlight and energy costs on non-limited access State routes and non-interchange freeway crossroads and intersections along the freeway frontage roads shall be as provided by a separate maintenance Agreement.

c. Where the sound and screen walls delineate the areas between the areas of jurisdictional responsibilities, both parties agree to maintain the surface of the wall facing each Party's jurisdiction. The maintenance will consist of routine minor maintenance and that will include graffiti removal, painting and minor surface repair and is delineated between the areas of jurisdictional responsibility. Frontage road areas between the off-ramp gore and the subsequent on-ramp gore are excluded from City's responsibility.

d. To conduct an annual joint field review and inspection of designated responsibilities to ensure Parties to this Agreement are executing proper and timely responses to completion of assigned maintenance, commencing annually, coinciding with the date of execution of this Agreement.

e. Upon construction of a new State highway within the City, and upon mutual agreement by the Parties, an amendment for the new portion of the highway shall be incorporated by Letter Addendum to this Agreement, prior to completion of any new construction.

f. Upon annexation by the City of any area that is traversed by a State highway, the length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, indicating the portion or portions of the State highway affected. This Agreement shall be amended to incorporate the additional area, within 90-days from the time of annexation.

#### **IV. MISCELLANEOUS PROVISIONS**

1. This Agreement shall remain in full force and effect for successive periods of five (5) years from the effective date and may be amended (by letter addendum), upon mutual consent of both Parties, provided however, that this Agreement may be cancelled at any time, with **90 days** written notice. This Agreement shall be reviewed and all reviews shall be completed, within 60 days prior to the end of the 5<sup>th</sup> year anniversary date. If the City initiates a cancellation of this Agreement they then agree to provide the State with the cost of replacement or conversion of all specialty materials and or equipment that does not meet state standards.

2. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. All books, accounts, reports, files and other records of any Party relating to the Agreement or the work done under this Agreement shall be subject at all reasonable times to inspection and audit by the other Party for successive periods of five (5) years from the effective date of this Agreement. Such records shall be available for inspection upon five business days' notice at the offices of the Party in possession of the records.

6. **Non-Availability of Funds:** Every payment obligation of the State or the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State or the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

7. **Non-Discrimination:** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference.

8. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its subcontractors' employees who work on the Agreement to ensure that the other Party or its subcontractors are complying with the above-mentioned warranty.

9. Pursuant to Arizona Revised Statutes Sections 35-391.06 and 35-393.06, each Party certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meaning set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

10. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section Statutes §12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Agreement and Amendments

Arizona Department of Transportation  
 Joint Project Administration  
 205 South 17<sup>th</sup> Avenue, Mail Drop 616E  
 Phoenix, AZ 85007  
 FAX (602) 712-7424

For all Issues:

City of Avondale  
 City Manager  
 11465 West Civic Center Drive, Suite 120  
 Avondale, AZ 85323  
 Phone (623) 333-1000  
 FAX (623) 333-0120

12. In accordance with Arizona Revised Statutes Section 11-952(D), attached hereto and made a part hereof, is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

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

**CITY OF AVONDALE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
MARIE LOPEZ ROGERS  
Mayor

By \_\_\_\_\_  
FLOYD P. ROEHRICH, Jr., P.E.  
State Engineer

ATTEST:

Master Roadway-AVONDALE(2)  
Updated 07-27-09-Ig  
AG approved 08-05-09

By \_\_\_\_\_  
CARMEN MARTINEZ  
Clerk

**IGA/JPA 09-004-I**

**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Attorney

# EXHIBIT A

## IGA/JPA 09-004- I CITY OF AVONDALE

### Maintenance Roles and Responsibilities within State Highway Right of Way APPLICABLE ACTIVITIES SHALL BE CONDUCTED ACCORDING TO ADOPTED CITY STANDARDS

#### ACTIVITIES AND DESCRIPTIONS:

##### **SWEEPING:**

- Sweeping shall be accomplished when possible during times of low traffic volume.

##### **PATCHING WITH PREMIX:**

- Patching potholes, severe depressions, edge breakup, and breaks in roadway and shoulder surfaces using premix materials.

##### **FILL CRACKS:**

- Clean and fill cracks in bituminous pavements to prevent the passage of water through the surface and into the base sub grade.

##### **FILL CRACKS WITH ASPHALT RUBBER SEALANT:**

- Route or clean, fill cracks in bituminous pavements to prevent the passage of water through the surface and into the base sub grade.

##### **TIGHT BLADING:**

- The application of premix with a blade to fill ruts and raveling on asphalt pavement and/or ACFC finishing course (1 to 1 ½ inches deep or less).

##### **FLUSH COAT/FOG SEAL:**

- Apply emulsified petroleum resin or emulsified asphalt to continuous sections of asphalt concrete as flush coat to rejuvenate aged asphalt and to retard surface deterioration

##### **EMERGENCY PATCH AND/OR REPAIR:**

- The emergency repairs of asphalt roadway surface/base are damages presenting a safety hazard to the driving public. The appropriate repair may require the limited rehabilitation repair, requiring the removal and replacement of damaged asphalt sub-surface and deteriorated base. When limited rehabilitation or total reconstruction is required for the area, City responsibility shall be limited to areas not to exceed 100 square feet in size.

##### **REPAIR UNPAVED SHOULDERS:**

- This activity should be scheduled before rutting along the edge of the pavement effects the integrity of the roadway or when erosion, if left unrepaired, will deteriorate into major damage.

##### **FLUSH SHOULDERS EDGE:**

- Apply emulsified petroleum resin or emulsified asphalt to shoulder edge as a flush coat to rejuvenate aged asphalt and retard deterioration. Apply liquid asphalt and cover materials to seal and restore shoulder edge life.

##### **MANUAL MECHANICAL AND/OR CHEMICAL WEED CONTROL:**

- The majority of these activities generally are covered by a separate agreement. However, some areas of the State right of way remain City responsibility. Exemplified by: weeds found on the City side of access control fences; weeds or other types of vegetation growing around drainages basins, within cross-over streets, or vegetation control must comply with State and federal environmental rules and regulations.

**DEBRIS AND LETTER PICK-UP:**

- Clean litter and debris from both roadway and City areas of the rights of way responsibility. This activity will be undertaken when the debris affects the motoring public, when work is necessary to preserve the aesthetic appearance of the highway and necessary to assure the safety of maintenance employees, public and contract, work in the zones of responsibility.

**CATCH BASINS/ROUTINE MAINTENANCE:**

- Clean catch basins within the areas where the City is responsible for the minor/routine maintenance of the roadway surface.

**MINOR SLIDE REMOVAL:**

- Removal of minor rock and or mud slides as required insuring that drainage ditches and/or roadway shoulders are free from hazardous conditions.

**BLUE STAKE:**

- The City shall be responsible for blue staking utility features that solely serve the City, yet are constructed within State right of way. The responsibility shall become effective upon Blue Stake Operations Center notification.

**ENCROACHMENT PERMITS:**

- Management of right of way encroachments on non-limited access State routes according to applicable statutes; issuing encroachments permits and notices of illegal encroachments as authorized by law will be the responsibility of the City. Exact locations of the encroachments will be forward to the State. Forms and encroachment permits will be furnished by the State.

**PRIVACY & SOUND WALL MAINTENANCE:**

- Unless covered by separate agreement for wall maintenance where privacy walls are constructed on the right of way line or line of delineation between State and City responsibilities, the City will be responsible for maintaining the surface of the side of the wall facing their jurisdiction. Maintenance activities will include graffiti removal, painting and minor surface repair. Sound wall structural integrity remains the responsibility of the State.

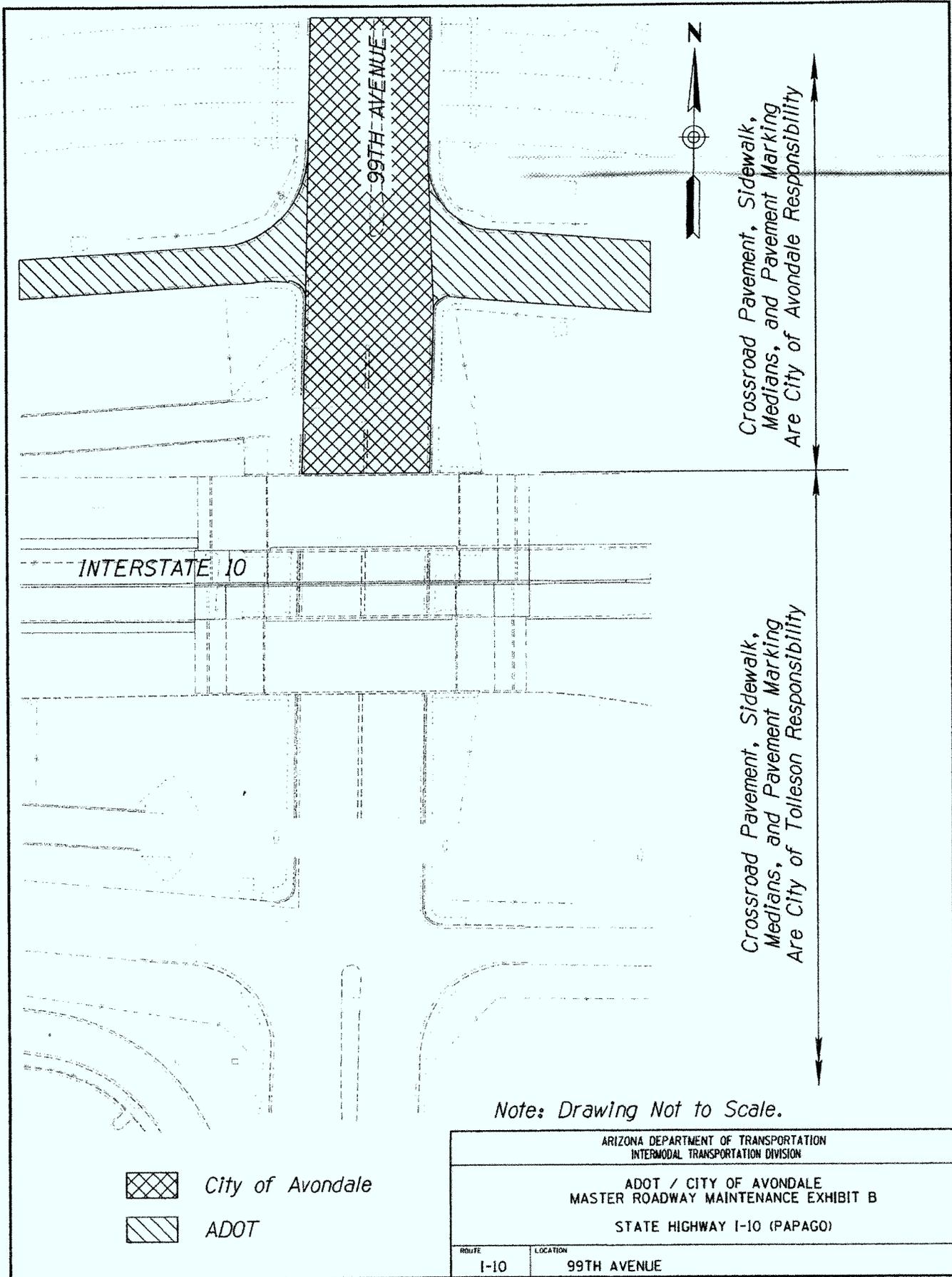
**PAVEMENT MARKING MAINTENANCE:**

- The City will maintain paint lines (including center lines, lane lines, no passing stripes, gore stripes, and edge stripes on non limited access roadways, frontage roads, all repaved or resealed roadways and other pavement marking) special pavement markings (including paint/tape crosswalks, channelization, messages and markings raised or recessed). City pavement marking responsibilities shall be done according to adopted City standards.

**SIGNING MAINTENANCE:**

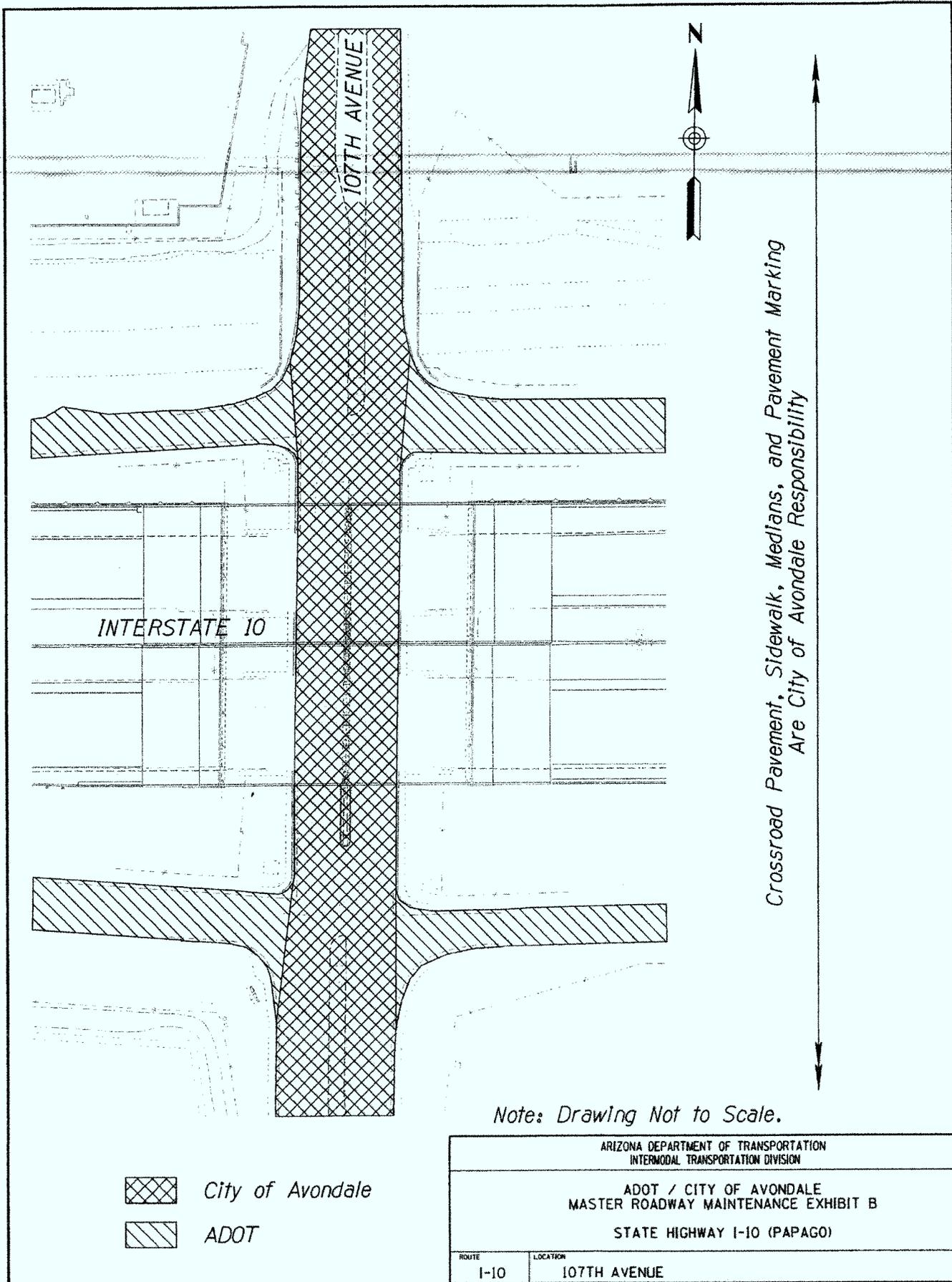
- The City shall be responsible for the maintenance of all signing 16 square feet or larger, on crossroads of signalized intersection on-ramps and the subsequent off-ramps, un-signalized (Non-interchange) freeway crossings, and non-limited access State routes. Said maintenance activities shall be done according to City standards.

# JPA 09-004-I



- City of Avondale
- ADOT

# JPA 09-004-I

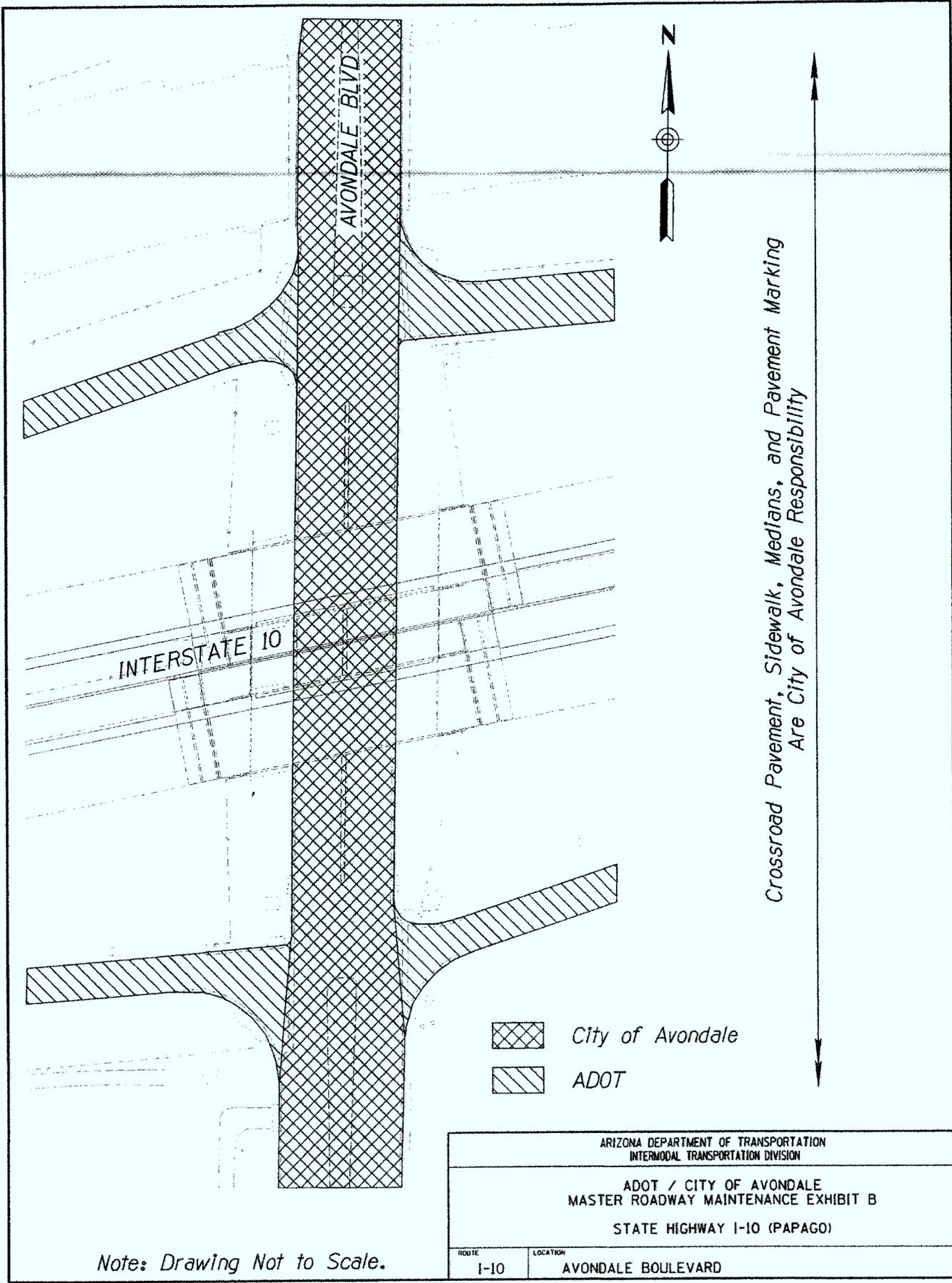


Crossroad Pavement, Sidewalk, Medians, and Pavement Marking  
Are City of Avondale Responsibility

Note: Drawing Not to Scale.

-  City of Avondale
-  ADOT

ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION	
ADOT / CITY OF AVONDALE MASTER ROADWAY MAINTENANCE EXHIBIT B	
STATE HIGHWAY I-10 (PAPAGO)	
ROUTE I-10	LOCATION 107TH AVENUE



INTERSTATE 10

AVONDALE BLVD

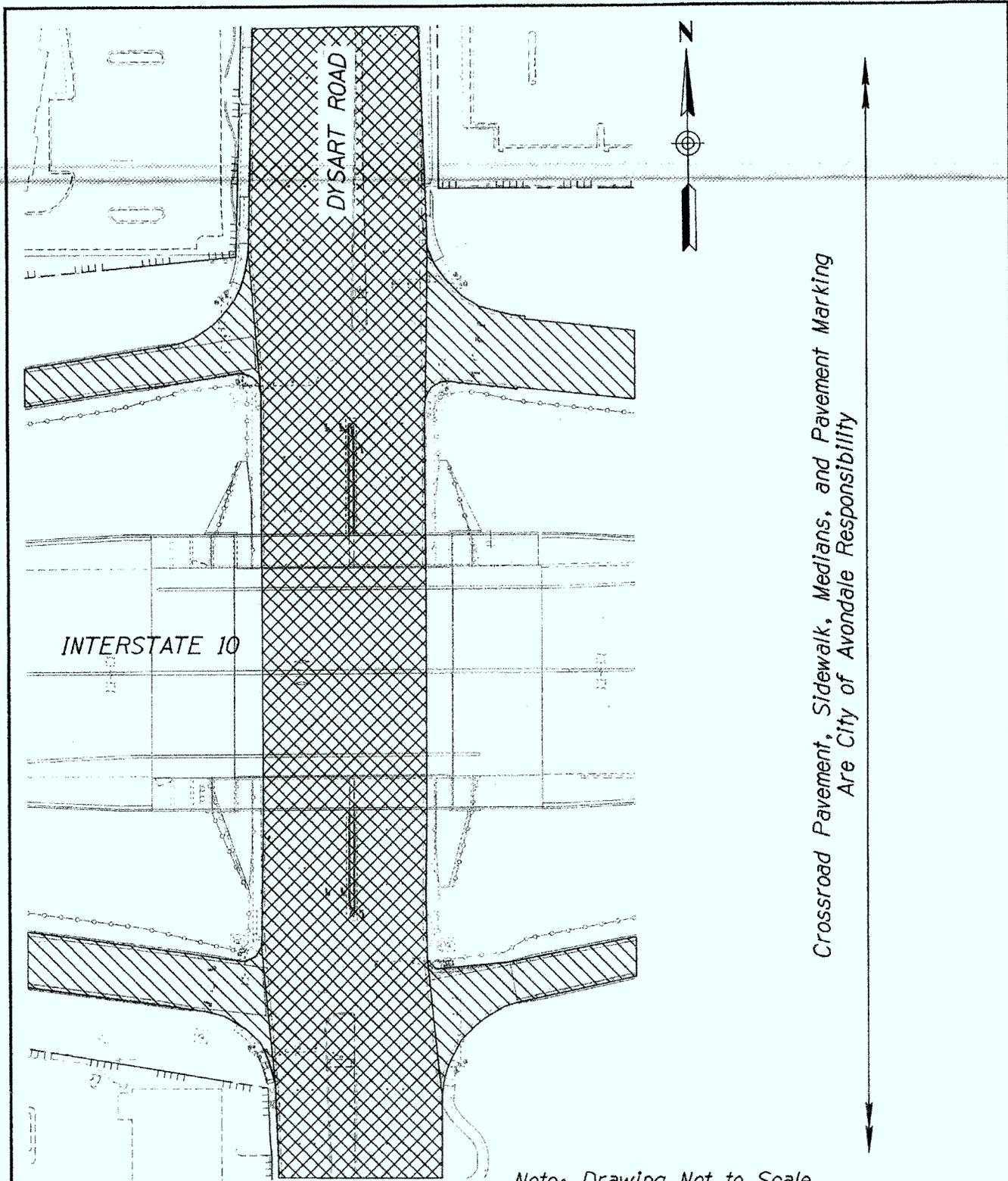
Crossroad Pavement, Sidewalk, Medians, and Pavement Marking  
Are City of Avondale Responsibility

-  City of Avondale
-  ADOT

Note: Drawing Not to Scale.

ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION	
ADOT / CITY OF AVONDALE MASTER ROADWAY MAINTENANCE EXHIBIT B	
STATE HIGHWAY I-10 (PAPAGO)	
ROUTE I-10	LOCATION AVONDALE BOULEVARD

# JPA 09-004-I

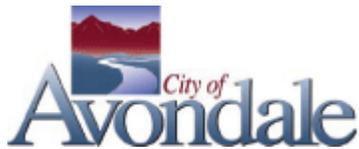


Crossroad Pavement, Sidewalk, Medians, and Pavement Marking  
Are City of Avondale Responsibility

*Note: Drawing Not to Scale.*

-  City of Avondale
-  ADOT

ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION	
ADOT / CITY OF AVONDALE MASTER ROADWAY MAINTENANCE EXHIBIT B	
STATE HIGHWAY I-10 (PAPAGO)	
<small>ROUTE</small> I-10	<small>LOCATION</small> DYSART ROAD



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2861-909 - Acceptance of American Recovery Reinvestment Act COPS grant

**MEETING DATE:**

September 14, 2009

**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 approve a resolution authorizing the City Manager to enter into an agreement with the U.S. Department of Justice Office of Community Oriented Policing Service (COPS) for the purpose of accepting American Recovery Reinvestment Act grant funding in the amount of \$1,147,190 to allow for the hiring of five new entry level officers and the maintenance of those jobs for 12 months after the 36 month funding period ends.

**BACKGROUND:**

The City of Avondale submitted a grant application for the COPS grant on April 6, 2009. Notification of award approval was received on July 28, 2009. On August 10, 2009, the Chief of Police and the Assistant Director of Finance and Budget presented the grant project to the City Council for input and direction.

**DISCUSSION:**

During the August 10, 2009 City Council Work Session, Council Members expressed a desire to accept funding for the purposes of hiring five new entry level officers that will be assigned to the Patrol Division. This will allow a new Community Action Team (CAT) to be created from existing officers. The CAT will supplement the Beat Officers working community policing projects to solve on-going public safety concerns.

The Police Department, Grants Administrator and the Finance Department will work together to ensure that all American Recovery Reinvestment Act requirements are met. The general requirements include monthly, quarterly and annual reporting. Some additional obligations include tracking job creation and retention.

**BUDGETARY IMPACT:**

The current fiscal year budget includes appropriation for this grant in fund 224 - COPS Hiring Fund. The City Council also authorized six (6) full time equivalents (FTE) in anticipation of award. One FTE not funded through the grant will be eliminated. The City must set aside funding in the fourth year of the grant period to ensure compliance with the Federal guidelines. The first year start up costs along with the ongoing costs of this program during the grant period will be funded through salary savings from various positions. In order to fully fund this program within the Police Department budget in this fiscal year, a transfer of appropriation is required from the Community Development division to the Public Safety division in the amount of \$144,750.

**RECOMMENDATION:**

Staff recommends that the City Council approve a resolution authorizing the City Manager to enter into an agreement with the U.S. Department of Justice Office of Community Oriented Policing

Service (COPS) for the purpose of accepting American Recovery Reinvestment Act grant funding in the amount of \$1,147,190 to allow for the hiring of five new entry level officers and the maintenance of those jobs for 12 months after the 36 month funding period ends. Additionally, staff recommends that City Council approve the creation of the CAT and authorize the transfer of appropriations from 101-5900 & 101-5410 to 101-6174 in the amount of \$144,750.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**RESOLUTION NO. 2861-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING A COMMUNITY ORIENTED POLICING SERVICES HIRING RECOVERY PROGRAM GRANT FROM THE U.S. DEPARTMENT OF JUSTICE.

**WHEREAS**, the City of Avondale (the “City”) has applied for and has been awarded funding from the U.S. Department of Justice - Community Oriented Policing Services Hiring Recovery Program in the amount of \$1,147,190.00 (the “Grant”), for the purpose of funding five full-time police officer positions for a period of three years; and

**WHEREAS**, the City is obligated to fund the positions supported by the Grant for one year following the cessation of the Grant funding; and

**WHEREAS**, City staff has recommended that the five officers hired pursuant to the terms of the Grant be utilized to establish a new Community Action Team (the “CAT”) consisting of six full-time police officers; and

**WHEREAS**, the Finance and Budget Director has determined that the transfer of appropriations from the Economic and Community Development Group to the Public Safety Group is necessary to fully fund the establishment of the CAT for fiscal year 2009-10 (the “Reallocation”); and

**WHEREAS**, the Council of the City of Avondale (the “City Council”) has determined that federal requirements relating to the use of Grant funds will be met as a result of the Reallocation; and

**WHEREAS**, City Council desires to (i) accept the Grant funds and (ii) authorize the Reallocation.

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

SECTION 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. The Award Document between the City and the U.S. Department of Justice relating to acceptance and administration of the Grant funds (the “Agreement”), is hereby

approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Reallocation of \$144,750.00 from Economic and Community Development Group to the Public Safety Group is hereby approved.

SECTION 4. 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 Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2861-909

[Agreement]

See following pages.



**U. S. Department of Justice  
Community Oriented Policing Services  
Grants Administration Division  
COPS Hiring Recovery Program**



**Treasury Account Symbol (TAS) 15-09/10-0412**

Grant #: 2009RKWX0074

ORI #: AZ00701

Applicant Organization's Legal Name: Avondale Police Department

OJP Vendor #: 866000233

DUNS#: 002486884

**Law Enforcement Executive: Chief Kevin Kotsur**

*Address:* 11485 W. Civic Center Drive

*City, State, Zip Code:* Avondale, AZ 85323

*Telephone:* (623) 333-7001

*Fax:* (623) 478-3828

**Government Executive: Mayor Marie Lopez-Rogers**

*Address:* 11465 W. Civic Center Drive

*City, State, Zip Code:* Avondale, AZ 85323

*Telephone:* (623) 478-3000

*Fax:* (623) 478-3802

Award Start Date: 7/1/2009

Award End Date: 6/30/2012

**Full Time Officers Funded:** 5

**New Hires:** 5

**Rehires - Pre-Application Layoffs:** 0

**Rehires - Post-Application Layoffs:** 0

**Award Amount:** \$ 1,147,190.00

JUL 10 2009

David Buchanan  
Acting Director

Date

By signing this Award Document, the grantee agrees to abide by all 16 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Typed Name and Title of Law Enforcement Official

Date

Signature of Government Official with the Authority to Accept this Grant Award

Typed Name and Title of Government Official

Date

U. S. Department of Justice  
*Office of Community Oriented Policing Services*  
**COPS Hiring Recovery Program Grant Terms and Conditions**

By signing the Award Document to accept this COPS Hiring Recovery Program (CHRP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. The grantee agrees to comply with the terms and conditions in this COPS Hiring Recovery Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); American Recovery and Reinvestment Act (Recovery Act) of 2009, P.L.111-5; representations made in the COPS Hiring Recovery Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. The grantee agrees to comply with the Assurances and Certifications forms that were submitted as part of its COPS Hiring Recovery Program application.
3. The funding under this project is for the payment of approved full-time entry-level sworn officer salaries and fringe benefits over three years (for a total of 36 months of funding) for new or rehired additional, career law enforcement officer positions, hired on or after the award start date. The Financial Clearance Memorandum included in your award packet specifies the costs that the grantee is allowed to fund with your CHRP award. It will also describe any costs which have been disallowed after review of your proposed budget. The grantee may not use CHRP funds for anything not identified as allowable in the Financial Clearance Memorandum.
4. CHRP grant funds may not be used to replace state or local funds (or, for tribal grantees, Bureau of Indian Affairs funds) that would, in the absence of federal aid, be made available for hiring and/or rehiring full-time career law enforcement officer positions.
5. ~~At the time of grant application, the grantee committed to retaining all CHRP officer positions awarded with state and/or local funds for a minimum of 12 months at the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded positions that would have existed in the absence of the grant. You cannot satisfy the retention requirement by using CHRP positions to fill vacancies from attrition.~~
6. The grantee may request an extension of the grant award period to receive additional time to implement the grant program. Such extensions *do not* provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include delays in hiring COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows the grantee to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. *Extension requests must be received prior to the end date of the award, as extension requests received after an award has expired will be approved only under very limited circumstances.*
7. During the CHRP grant award period, it may become necessary for an agency to modify its CHRP grant award due to changes in an agency's fiscal or law enforcement situation. For instance, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category or reduce the total number of positions awarded. Grant modifications under CHRP are evaluated on a case-by-case basis. All modification requests must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
8. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Recovery Program. The grantee agrees to cooperate with the monitors and evaluators.
9. To assist the COPS Office in the monitoring of your award, the grantee agrees to submit quarterly programmatic progress reports and quarterly financial reports in addition to any reports required by the Recovery Act. The grantee also agrees to submit all requested reports in a timely manner.
10. The COPS Office performs various functions to ensure compliance with all grant requirements, to assess the implementation of community policing in awarded jurisdictions, and to provide technical assistance to grantees. Grant monitoring activities are routine during the grant period and may occur up to three years following the official closure of the grant award. These functions, and others, often require the production of grant-related documentation and other materials. As a COPS CHRP grantee, you agree to cooperate with any such requests for information.
11. The grantee agrees to comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). For assistance, grantees should consult the Office of Justice Programs, Office for Civil Rights website at [www.ojp.usdoj.gov/about/ocr/eeop.htm](http://www.ojp.usdoj.gov/about/ocr/eeop.htm).
12. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
13. All newly hired, additional officers (or an equal number of redeployed veteran officers) funded under CHRP must engage in community policing activities. Community policing activities to be initiated or enhanced by the grantee were identified and described in your CHRP grant application, with reference to each of the following elements of community policing: a) community

U. S. Department of Justice  
*Office of Community Oriented Policing Services*  
**COPS Hiring Recovery Program Grant Terms and Conditions**

partnerships and support; b) related governmental and community initiatives that complement the grantee's proposed use of CHRP funding; and c) how the grantee will use the funds to reorient its mission or enhance its commitment to community policing.

14. Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this CHRP grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction. Grantees cannot use CHRP funds to pay for a contract to receive law enforcement services from another agency.
15. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
16. The grantee understands that the COPS Hiring Recovery Program is funded through the American Recovery and Reinvestment Act (Recovery Act) of 2009 and agrees to comply with the extensive accountability and transparency requirements on the use of Recovery Act funds:

(A) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

- (1) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 28 C.F.R. 70 "Uniform Administrative Requirements for Grants and Agreements for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and 28 C.F.R. 66 "Uniform Administrative Requirements for Grants and Agreements for State and Local Governments," the recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.
- (2) For a recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," the recipient agrees to separately identify the expenditures for federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
- (3) The recipient agrees to separately identify to each sub-recipient (if any) and document at the time of sub-award and at the time of disbursement of funds, the federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.
- (4) The recipient agrees to require their sub-recipients (if any) to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of Recovery Act funds as well as oversight by the Department of Justice, Office of the Inspector General and Government Accountability Office.

(B) Recipient Reports and Central Contractor Registration

- (1) The recipient agrees to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- ~~(2) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.~~
- (3) The recipient and their first-tier recipients (if any) must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.
- ~~(4) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov) and ensure that any information that is pre-filled is corrected or updated as needed.~~

(C) Data Elements of Recipient Reports

In accordance with section 1512(c) of the Recovery Act, the recipient agrees that not later than 10 days after the end of each calendar quarter, each recipient that received Recovery Act funds from a federal agency shall submit a report to that agency that contains—

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including —
  - (a) the name of the project or activity;
  - (b) a description of the project or activity;

U. S. Department of Justice  
*Office of Community Oriented Policing Services*  
**COPS Hiring Recovery Program Grant Terms and Conditions**

- (c) an evaluation of the completion status of the project or activity;
- (d) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- (e) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on subcontracts or subgrants (if any) awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

These reports are in addition to other financial and programmatic reports required by the COPS Office.

**(D) Access to Records and Interviews**

The recipient agrees that the Department of Justice (DOJ) and its representatives (including COPS and the Office of the Inspector General (OIG)) and the Government Accountability Office (GAO) shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The recipient also agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient regarding transactions related to this Recovery Act award.

**(E) Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The recipient agrees to promptly refer to the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. The OIG may be contacted at [OIG.hotline@usdoj.gov](mailto:OIG.hotline@usdoj.gov), [www.usdoj.gov/oig/FOIA/hotline.htm](http://www.usdoj.gov/oig/FOIA/hotline.htm), and 800.869.4499.

**(F) Protecting State and Local Government and Contractor Whistleblowers**

The recipient agrees that the Recovery Act provides certain protections against reprisals for employees of non-federal employers (state and local governments or private contractors) who disclose information to federal officials reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

**(G) Separate Tracking and Reporting of Recovery Act Funds and Outcomes**

The recipient agrees to maintain accounting systems and records that adequately track, account for, and report on all funds from this Recovery Act award (including officers hired, salaries and fringe benefits paid, and the number of jobs created and jobs preserved) separately from all other funds (including other COPS and federal grants awarded for the same or similar purposes).

**(H) Additional Requirements and Guidance**

The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future COPS (including government-wide) guidance and clarifications of Recovery Act requirements.



**U.S. Department of Justice**  
*Community Oriented Policing Services (COPS)*



**Grants Administration Division**  
**COPS Hiring Recovery Program**

*1100 Vermont Avenue, NW  
Washington, DC. 20530*

**MEMORANDUM**

**To:** Chief Kevin Kotsur  
Avondale Police Department

**From:** Andrew A. Dorr, Assistant Director for Grants Administration

**Re:** COPS Hiring Recovery Program (CHRP) Final Funding Memorandum

The COPS Office has completed the financial analysis of your agency's budgeted costs. This Final Funding Memorandum (FFM) reflects your agency's final approved officer salary and fringe benefit categories and approved salary and benefits amounts. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS based on communication with your agency. Therefore, you should carefully review this FFM, as your agency will only be reimbursed for the approved cost categories that are shown within this document.

**OJP Vendor #: 866000233 ORI #: AZ00701 Grant #: 2009RKWX0074 DUNS#: 2486884**

**Full-Time Sworn Officer Information**

**Current First Year Entry-Level Base Salary for One Sworn Officer Position: \$47840.00**

<u>Fringe Benefits</u>	<u>Cost</u>	<u>Additional Information</u>	
<b>Social Security:</b>	\$2208.00	<b>Exempt: 0</b>	<b>Fixed Rate: 0</b>
<b>Medicare:</b>	\$694.00	<b>Exempt: 0</b>	<b>Fixed Rate: 0</b>
<b>Health Insurance:</b>	\$8500.00		
<b>Life Insurance:</b>	\$230.00		

**Vacation:** \$2208.00 **Number of Hours Annually:** 96

**Sick Leave:** \$2208.00 **Number of Hours Annually:** 96

**Retirement:** \$6387.00

**Worker's Comp:** \$1200.00 **Exempt:** 0

**Unemployment Ins:** \$0.00 **Exempt:** 0

**Other: Dental Insurance -** \$904.00 **Describe:** Dental insurance is provided by the city

**Other: Night Differential Payments -** \$1040.00 **Describe:** Officers receive .50 shift differential

**Other: - Describe:**

**Total Current First Year Entry-Level Benefits for One Sworn Officer Position =** \$26337.00

**Total Year1 Salary \$ + Total Year 1 Benefits =** \$74177.00

**Total Year 2 entry-level salary for one sworn officer position:** \$48797.00

**Total Year 2 entry-level benefits for one sworn officer position:** \$27654.00

**Total Year 3 entry-level salary for one sworn officer position:** \$49773.00

**Total Year 3 entry-level benefits for one sworn officer position:** \$29037.00



**U. S. Department of Justice**  
*Community Oriented Policing Services*



**Grants Administration Division**  
**COPS Hiring Recovery Program**

1100 Vermont Avenue, NW  
Washington, DC 20530

**Memorandum**

**To:** Chief Kevin Kotsur  
Avondale Police Department

**From:** Andrew A. Dorr, Assistant Director for Grants Administration

**Re:** COPS Hiring Recovery Program Financial Clearance Memo

**OJP Vendor #:** 866000233      **ORI #:** AZ00701      **DUNS #:** 002486884      **Grant #:** 2009RKWX0074

Total Number of Full Time Officers Funded    5                      Costs Per Officer: \$229,438.00                      Total Cost: \$1,147,190.00

New Hires:    5

Rehires- Pre-Application Layoffs:    0

Rehires- Post-Application Layoffs:    0

<b>Budget Category</b>	<b>Proposed Budget</b>	<b>Approved Budget</b>	<b>Adjustments</b>	<b>Disallowed/Adjusted - Reasons/Comments</b>
Full Time Officer Salary	\$415,140.00	\$415,140.00	\$0.00	
Full Time Officer Fringe Benefits	\$732,050.00	\$732,050.00	\$0.00	
Officer Salary and Fringe Benefits for Three Years	\$1,147,190.00	\$1,147,190.00	\$0.00	
<b>Total CHRP Funding for 5 Officers</b>	<b>\$1,147,190.00</b>	<b>\$1,147,190.00</b>	<b>\$0.00</b>	

<b>Total CHRP Funding for 5 Officers</b>	<b>Federal Share: \$1,147,190.00</b>
--	--------------------------------------

**Cleared Date:**            6/29/2009

**Overall Comments:**

A financial analysis of budgeted costs has been completed, and this Financial Clearance Memorandum reflects the amount of COPS Hiring Recovery Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your Final Funding Memo (FFM), which is enclosed in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in this Financial Clearance Memorandum.

## SECTION 8: ASSURANCES

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at (800) 421-6770.

By the applicant's authorized representative's signature, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

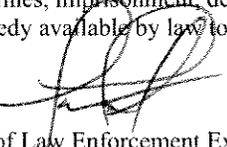
1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.
6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 28 CFR Part 66 and 28 CFR Part 70 (governing administrative requirements for grants and cooperative agreements); 2 CFR Part 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-1 22) and 48 CFR Part 31.000, et seq. (FAR 31.2) (governing cost principles); OMB Circular A-1 33 (governing audits) and other applicable OMB circulars; the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 CFR Part 38.1; the current edition of the COPS Grant Monitoring Standards and Guidelines; the applicable COPS Grant Owners Manuals; and with all other applicable program requirements, laws, orders, regulations, or circulars.
7. If applicable, it will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not, on the ground of race, color, religion, national origin, gender, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); Title II, Subtitle A of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and Department of Justice Non-Discrimination Regulations contained in Title 28, Parts 35 and 42 (subparts C, D, E and G) of the Code of Federal Regulations. A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. B. If your organization has received an award for \$500,000 or more and has 50 or more employees, then it has to prepare an EEOP and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.
9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.
10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.
11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.
12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.
13. It will comply with the Human Subjects Research Risk Protections requirements of 28 CFR Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 CFR Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

- 14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.
- 15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.
- 16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.
- 17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. 1913.
- 18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non-federal share) equal to the amount seized in order to fully implement the grant project.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Kevin Kotsuk   
 Typed Name of Law Enforcement Executive  
 (or Official with Programmatic Authority, as applicable)

4/10/2009  
 Date *4/20/09*

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Marie Lopez-Rogers   
 Typed Name of Government Enforcement Executive  
 (or Official with Financial Authority, as applicable)

4/10/2009  
 Date *4/04/2009*  
*MRL*

## SECTION 9: CERTIFICATIONS

### **Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements Coordination with Affected Agencies.**

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 28 CFR Part 2867, "Government-Wide Debarment and Suspension (Nonprocurement)," 28 CFR Part 83 Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant. 1. Lobbying As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant

certifies that: A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement; B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient) As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 28 CFR Part 2867, Section 2867.437 - A. The applicant certifies that it and its principals: (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency; (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility. (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (A)(ii) of this certification; and (iv) Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default; and B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, for grantees, as defined at 28 CFR Part 83, Sections 83 and 83.510 - A. The applicant certifies that it will, or will continue to, provide a drugfree workplace by: (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (ii) Establishing an on-going drug-free awareness program to inform employees about - (a) The dangers of drug abuse in the workplace; (b) The grantee's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace; (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i); (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will - (a) Abide by the terms of the statement; and (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 1100 Vermont Ave., NW, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant. (vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv) (b), with respect to any employee who is so convicted - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency; (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi). B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

4. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

Grantee Agency Name and Address:

Avondale Police Department

Grantee IRS/ Vendor Number:

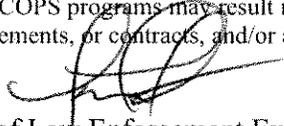
False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Kevin Kotsur



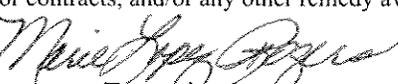
4/10/2009

Typed Name of Law Enforcement Executive  
(or Official with Programmatic Authority, as applicable)

Date

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Marie Lopez-Rogers



4/10/2009

Typed Name of Government Executive  
(or Official with Programmatic Authority, as applicable)

Date 5/14/2009

# SECTION 11: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS

The signatures of the Law Enforcement Executive/Program Official and Government Executive/Financial Official, and any applicable program partners on the Certification of Review and Representation of Compliance with Requirements:

- 1) Assures the COPS Office that the applicant will comply with all legal, administrative, and programmatic applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide; AND
- 2) Attests to the accuracy of the information submitted with this application (including the Budget Detail Worksheets).

The signatures on this application must be made by the actual executives named on this application unless there is an officially documented authorization for a delegated signature. If your jurisdiction has such an official document, it must be attached to this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

*Signatures shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.*

Please be advised that a hold may be placed on this application if it is deemed that the applicant agency is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a COPS Office compliance investigation concerning a current grant award.

### Person Submitting this Application

- By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner’s Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

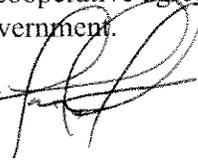
**Please type your name here in place of your signature:** Kimberly Martinez



**Law Enforcement Executive**

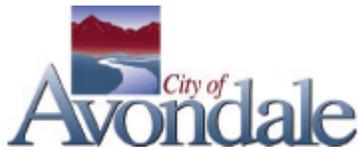
- By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

**Please type your name here in place of your signature:** Kevin Kotsur

**Government Executive**

- By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

**Please type your name here in place of your signature:** Marie Lopez-Rogers



# CITY COUNCIL REPORT

**SUBJECT:**

Resolutions 2858-909 and 2859-909 – Authorizing Intergovernmental Agreements with ADOT for Two ARRA Funded Pavement Preservation and Video Detection Installation Projects

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt two (2) resolutions authorizing Intergovernmental Agreements (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the purpose of Pavement Preservation and Video Detection Installation on Dysart Road between I-10 and Indian School Road and Dysart Road between Van Buren Street and I-10, authorize the transfer of \$222,094 from 304-1089, Van Buren - Bridge to Fairway, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

Congress has authorized appropriations for the American Recovery and Reinvestment Act (ARRA) for the disbursement of funds and investment in projects, including roadways. The City of Avondale has been allotted \$2,214,899 of ARRA funding and has identified two (2) projects to be constructed with the funding: Pavement Preservation and Video Detection Installation on northbound and southbound Dysart Road between I-10 and Indian School Road (Project No. ARRA-AVN-0(206)A) and northbound Dysart Road between Van Buren Street and I-10 (Project No. ARRA-AVN-0(207)A).

Both of the proposed projects have been incorporated into the MAG Transportation Improvement Program (TIP) and State TIP in order to be eligible for the ARRA funding. The proposed projects include milling, 2" rubberized asphalt overlay and installation of video detection at the traffic signals. All of the proposed improvements will take place within the existing roadway surface.

ADOT is administering the ARRA Local Government funding and therefore, will administer both the design and construction of the two (2) Pavement Preservation projects for the City. To date, City staff has worked with ADOT and ADOT's design consultant to develop a scope of work and negotiate a design fee. City staff has provided the consultant, AMEC, with all necessary information to complete the construction plans and specifications. The required design and environmental reporting are currently underway with an anticipated completion date in late October. ARRA requires funds to be obligated by March 1, 2010.

**DISCUSSION:**

The two (2) IGA's outline ADOT's responsibilities to provide plans and specifications, follow Federal Highway Administration (FHWA) requirements and construct the projects. The City's responsibilities include reviewing documents, unanticipated engineering change orders that may arise during construction, and maintenance of the roadways upon completion of construction.

It is anticipated that the ARRA funding will pay for the entire project on Dysart Road from I-10 to Indian School Road. The estimated project cost is \$2,035,000. The project cost of Dysart Road from Van Buren Street to I-10 is estimated at \$401,793 with ARRA funds covering \$179,699 and the City providing funding in the amount of \$222,094.

#### **BUDGETARY IMPACT:**

The projects will be funded by ARRA in the amount of \$2,214,899. The City's cost share of the Dysart Road Pavement Preservation Project between Van Buren Street and I-10 is \$222,094. Funding for this project in the amount of \$222,094 is available in CIP Street Fund Line Item 304-1089, Van Buren - Bridge to Fairway, and will be transferred to a newly created line item for the Dysart Road Pavement Preservation Project between Van Buren Street and I-10.

#### **RECOMMENDATION:**

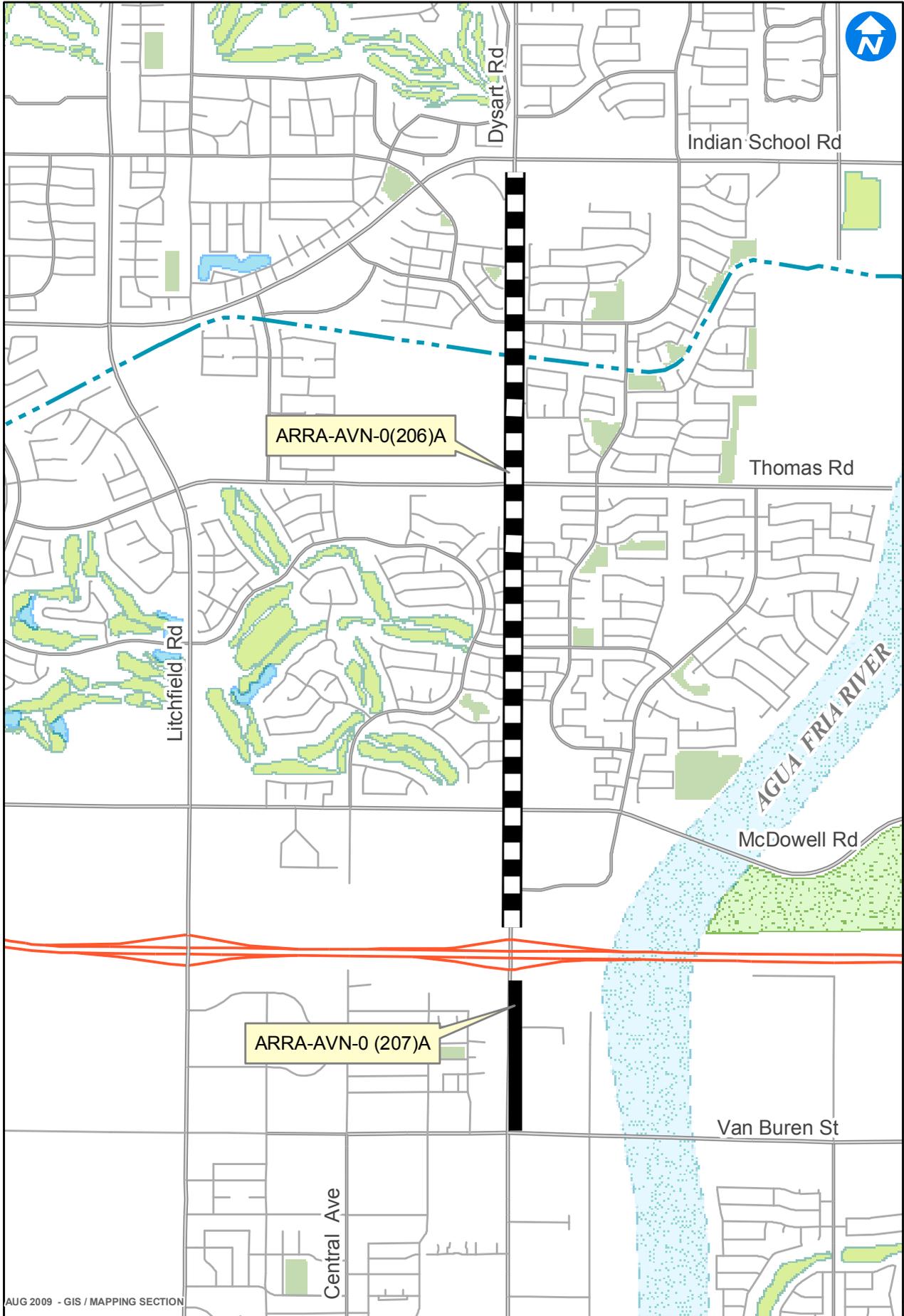
Staff recommends that the City Council adopt two (2) resolutions authorizing Intergovernmental Agreements (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for Pavement Preservation and Video Detection Installation on Dysart Road between I-10 and Indian School Road (Project No. ARRA-AVN-0(206)A) and Dysart Road between Van Buren Street and I-10 (Project No. ARRA-AVN-0(207)A), authorize the transfer of \$222,094 from 304-1089, Van Buren - Bridge to Fairway, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

#### **ATTACHMENTS:**

Click to download

- 📄 [Vicinity Map](#)
- 📄 [Resolution 2858-909](#)
- 📄 [Resolution 2859-909](#)

VICINITY MAP



AUG 2009 - GIS / MAPPING SECTION

**RESOLUTION NO. 2858-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO PAVEMENT PRESERVATION ALONG APPROXIMATELY 2.5 MILES OF DYSART ROAD, BOTH NORTHBOUND AND SOUTHBOUND, BETWEEN I-10 AND INDIAN SCHOOL ROAD.

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

SECTION 1. That the Intergovernmental Agreement with State of Arizona relating to pavement preservation along approximately 2.5 miles of Dysart Road, both northbound and southbound, between I-10 and Indian School Road (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
RESOLUTION NO. 2858-909

(Intergovernmental Agreement)

See following pages.

ADOT File No.: IGA/JPA 09-134-I  
AG Contract No.: P0012009 00xxxx  
Project No.:ARRA-AVN-0(206)A  
Project: Pavement Preservation and  
Video Detection Installation  
Section: Dysart Rd, between I-10 and  
Indian School Rd  
**TRACS No.: SS756 RRD/01C**  
**Budget Source Item No.: ARRA**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF AVONDALE

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2009, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties" or separately as "Party."

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 and Avondale City Charter, Article 1, Section 3 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Congress has authorized appropriations for the American Recovery and Reinvestment Act of 2009 (ARRA 2009) for the disbursement of funds and investment in certain projects, including but not limited to, roads, bridges, mass transit, energy efficient buildings, flood control, clean water and other infrastructure projects to save and create jobs for long term growth and stability

4. The work contemplated under this Agreement is pavement preservation administered by the State for approximately 2.5 miles on Dysart Road, both northbound and southbound, between I-10 and Indian School Road, including but not limited to video detection installation, hereinafter referred to as the "Project". The State shall advertise, bid and award the Project, while the City will maintain upon completion of said Project.

5. Such Project lies within the boundary of the City and has been selected by the City; the survey of the Project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.

6. The interest of the State in this project is the acquisition and distribution of ARRA/Recovery Act Funds for the use and benefit of the City and to authorize such ARRA/Recovery Act Funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the City.

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7. The ARRA/Recovery Act Funds will be used for the design and construction of the project, including the construction engineering and administration cost (CE).

The current Project costs are as follows:

**TRACS No.**

ARRA/Recovery Act Funds	\$2,035,200.00
LOCAL Funds	\$ <u>0.00</u>
*TOTAL Project Costs	\$2,035,200.00
*(Includes CE and project contingencies)	

The Parties acknowledge that the eventual actual cost may exceed the estimate, and in such case, the City is responsible for any and all costs exceeding the estimate.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the City as appropriate.

b. On behalf of the City, perform work and prepare documents required by the FHWA to qualify certain projects for and to receive ARRA/Recovery Act Funds. Such work may consist of, but is not specifically limited to, the review and approval of the prepared environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

c. Upon approval by the FHWA, and with the aid and consent of the City and FHWA, proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project; administer contract(s) for the Project and make all payments to the contractor(s); and be responsible for contractor claims for additional compensation caused by the Project delays attributable to the State.

d. Enter into a Project Agreement with FHWA on behalf of the City covering the work encompassed in said construction contract and will request the maximum ARRA/Recovery Act Funds available, including construction engineering and administration costs. Should costs exceed the maximum ARRA/Recovery Act Funds available, it is understood and agreed that the City will be responsible for any excess cost not covered by ARRA/Recovery Act Funds.

e. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

- b. Review the design documents required for construction of the Project and provide comments to the State as appropriate.
- c. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction.
- d. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- e. Grant the State, without charge, cost or additional documents and agreements, permission to enter City lands as required to conduct all construction and pre-construction activities related to the Project, including and without limitation, temporary construction easements, or temporary right-of-entry.
- f. Be responsible for any and all costs attributable to any engineering change orders requested by the City not covered by ARRA/Recovery Act Funds. The City will also be responsible for contractor claims for additional compensation caused by Project delays attributable to the City.
- g. Provide for cost and, as an annual item in the City's budget, proper maintenance of the Project, including all of the Project components. Establish and maintain a budget with respect to the Project.
- h. Except for penalties, assessments or sanctions of any kind that arise out of acts, errors or omissions by the State, any of its departments, agencies, officers and employees, or its independent contractors, pay the State full compensation for all penalties, assessments or sanctions of any kind resulting from any failure to comply with any ARRA/Recovery Act requirement, including but not limited to, auditing, reporting and monitoring the project and its costs.
- i. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.
- j. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.
- k. Upon completion of the Project, agree to accept, maintain and assume full responsibility of said Project in writing.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, except any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the City. Further, this Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. Promptly after termination of this Agreement, the City will return to the State all property belonging to the State which is in the City's possession, and the State will return to the City all property belonging to the City which is in the State's possession.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full

responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design (if applicable), construction and construction engineering work under this Agreement is to be covered by the ARRA/Recovery Act Funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of ARRA/Recovery Act funds, or that certain costs may not be accepted by the federal government as eligible for ARRA/Recovery Act funds. Therefore, the City agrees to furnish and provide the difference between actual costs and the ARRA/Recovery Act Funds received.

4. The State will follow reporting requirements in accordance with Section 1201 and Section 1512 of the American Recovery and Reinvestment Act of 2009.

5. This Agreement shall be filed with the Arizona Secretary of State and shall not become effective until the date of said filing.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. All books, accounts, reports, files and other records of any Party relating to this Agreement or the work done under this Agreement shall be subject at all reasonable times to inspection and audit by the other Party until five years after completion of the Project. Such records shall be available for inspection upon five business days' notice at the offices of the Party in possession of the records.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State or City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or City at the end of the period for which the funds are available. No liability shall accrue to the State or City in the event this provision is exercised, and the State or City shall not be obligated or liable for any future payments as a result of termination under this paragraph. Each Party is responsible for funding its respective obligations under this Agreement, whether from general funds or from other revenue.

10. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

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

City of Avondale  
City Manager  
11465 West Civic Center Drive, Suite 120  
Avondale, AZ 85323  
(623) 333-1000  
(623) 333-0120 Fax

12. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its subcontractors' employees who work on the Project to ensure that the other Party or its subcontractors are complying with the above-mentioned warranty.

13. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

**CITY OF AVONDALE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
MARIE LOPEZ ROGERS  
Mayor

By \_\_\_\_\_  
SAM MAROUFKHANI, P.E.  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
CARMEN MARTINEZ  
City Clerk

Initial Draft 7/10/09 ghc  
Draft 2 changes from City Attorney 8/11/09

**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Attorney

**RESOLUTION NO. 2859-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO PAVEMENT PRESERVATION ALONG APPROXIMATELY 0.5 (1/2) MILES OF DYSART ROAD, BOTH NORTHBOUND AND SOUTHBOUND, BETWEEN VAN BUREN STREET AND I-10.

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

SECTION 1. That the Intergovernmental Agreement with State of relating to pavement preservation along approximately 0.5 (1/2) miles of Dysart Road, both northbound and southbound, between Van Buren Street and I-10 (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
RESOLUTION NO. 2859-909

(Intergovernmental Agreement)

See following pages.

ADOT File No.: IGA/JPA 09-135-I  
AG Contract No.: P0012009 00xxxx  
Project No.:ARRA-AVN-0(207)A  
Project: Pavement Preservation and  
Video Detection Installation  
Section: Dysart Rd, between I-10 and  
Van Buren St.  
**TRACS No.: SS757 RRD/01C**  
**Budget Source Item No.: ARRA**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF AVONDALE

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2009, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties" or separately as "Party."

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes §48-572 and Avondale City Charter, Article 1, Section 3 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Congress has authorized appropriations for the American Recovery and Reinvestment Act of 2009 (ARRA 2009) for the disbursement of funds and investment in certain projects, including but not limited to, roads, bridges, mass transit, energy efficient buildings, flood control, clean water and other infrastructure projects to save and create jobs for long term growth and stability

4. The work contemplated under this Agreement is pavement preservation administered by the State for approximately .5 (1/2) mile on Dysart Road, both northbound and southbound, between Van Buren and I-10, including but not limited to video detection installation, hereinafter referred to as the "Project". The State shall advertise, bid and award the Project, while the City will maintain upon completion of said Project.

5. Such Project lies within the boundary of the City and has been selected by the City; the survey of the Project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.

6. The interest of the State in this project is the acquisition and distribution of ARRA/Recovery Act Funds for the use and benefit of the City and to authorize such ARRA/Recovery Act Funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the City.

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7. The ARRA/Recovery Act Funds will be used for the design and construction of the project, including the construction engineering and administration cost (CE).

The current Project costs are as follows:

**TRACS No. SS757 RRD/01C**

ARRA/Recovery Act Funds	\$ 179,699.00
LOCAL Funds	<u>\$ 222,094.00</u>
*TOTAL Project Costs	\$ 401,793.00
*(Includes CE and project contingencies)	

The Parties acknowledge that the eventual actual cost may exceed the estimate, and in such case, the City is responsible for any and all costs exceeding the estimate.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the City as appropriate.

b. On behalf of the City, perform work and prepare documents required by the FHWA to qualify certain projects for and to receive ARRA/Recovery Act Funds. Such work may consist of, but is not specifically limited to, the review and approval of the prepared environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

c. Upon approval by the FHWA, and with the aid and consent of the City and FHWA, proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project; administer contracts(s) for the Project and make all payments to the contractor(s); and be responsible for contractor claims for additional compensation caused by the Project delays attributable to the State.

d. Enter into a Project Agreement with FHWA on behalf of the City covering the work encompassed in said construction contract and will request the maximum ARRA/Recovery Act Funds available, including construction engineering and administration costs. Should costs exceed the maximum ARRA/Recovery Act Funds available, it is understood and agreed that the City will be responsible for any excess cost not covered by ARRA/Recovery Act Funds.

e. Upon Execution of this Agreement and prior to Award of the Project, invoice the City for the City's share of the Project costs.

f. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:
  - a. Upon execution of this Agreement, designate the State as authorized agent for the City.
  - b. Review the design documents required for construction of the Project and provide comments to the State as appropriate.
  - c. Upon Execution of this Agreement and receipt of an invoice from the State, the City will remit the City's share of the Project costs.
  - d. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction.
  - e. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
  - f. Grant the State, without charge, cost or additional documents and agreements, permission to enter City lands as required to conduct all construction and pre-construction activities related to the Project, including and without limitation, temporary construction easements, or temporary right-of-entry.
  - g. Be responsible for any and all costs attributable to any engineering change orders requested by the City not covered by ARRA/Recovery Act Funds. The City will also be responsible for contractor claims for additional compensation caused by Project delays attributable to the City.
  - h. Provide for cost and, as an annual item in the City's budget, proper maintenance of the Project, including all of the Project components. Establish and maintain a budget with respect to the Project.
  - i. Except for penalties, assessments or sanctions of any kind that arise out of acts, errors or omissions by the State, any of its departments, agencies, officers and employees, or its independent contractors, pay the State full compensation for all penalties, assessments or sanctions of any kind resulting from any failure to comply with any ARRA/Recovery Act requirement, including but not limited to, auditing, reporting and monitoring the project and its costs.
  - j. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.
  - k. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.
  - l. Upon completion of the Project, agree to accept, maintain and assume full responsibility of said Project in writing.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, except any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the City. Further, this Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty days (30) written notice to the other

party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. Promptly after termination of this Agreement, the City will return to the State all property belonging to the State which is in the City's possession, and the State will return to the City all property belonging to the City which is in the State's possession.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design (if applicable), construction and construction engineering work under this Agreement is to be covered by the ARRA/Recovery Act Funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of ARRA/Recovery Act funds, or that certain costs may not be accepted by the federal government as eligible for ARRA/Recovery Act funds. Therefore, the City agrees to furnish and provide the difference between actual costs and the ARRA/Recovery Act Funds received.

4. The State will follow reporting requirements in accordance with Section 1201 and Section 1512 of the American Recovery and Reinvestment Act of 2009.

5. This Agreement shall be filed with the Arizona Secretary of State and shall not become effective until the date of said filing.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. All books, accounts, reports, files and other records of any Party relating to this Agreement or the work done under this Agreement shall be subject at all reasonable times to inspection and audit by the other Party until five years after the completion of the Project. Such records shall be available for inspection upon five business days' notice at the offices of the Party in possession of the records.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State or City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or City at the end of the period for which the funds are available. No liability shall accrue to the State or City in the event this provision is exercised, and the State or City shall not be obligated or liable for any future payments as a result of termination under this paragraph. Each Party is

responsible for funding its respective obligations under this Agreement, whether from general funds or from othe revenue.

10. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

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

City of Avondale  
City Manager  
11465 West Civic Center Drive, Suite 120  
Avondale, AZ 85323  
(623) 333-1000  
(623) 333-0120 Fax

12. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its subcontractors' employees who work on the Project to ensure that the other Party or its subcontractors are complying with the above-mentioned warranty.

13. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

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

**CITY OF AVONDALE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
MARIE LOPEZ ROGERS  
Mayor

By \_\_\_\_\_  
SAM MAROUFKHANI, P.E.  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
CARMEN MARTINEZ  
City Clerk

Initial Draft 7/10/09 ghc  
Draft 2 changes from City Attorney 8/11/09

**IGA/JPA 09-135-I**

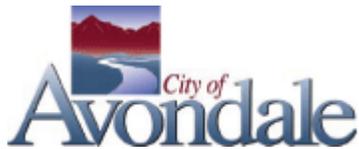
**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2853-909 - Declaring The 2009 Amendments to the Tax Code of the City of Avondale a Public Record

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

**FROM:** Kevin Artz, Finance and Budget Director (623)333-2011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution declaring as a public record certain documents filed with the City Clerk and entitled "The 2009 Amendments to the Tax Code of the City of Avondale".

**DISCUSSION:**

Arizona State law allows cities to enact the provisions of a code or amendment to the code without publishing the entire code (ARS 9-802). The law does require that three copies of the code shall be filed in the office of the City Clerk and made available for public use and inspection.

This resolution will establish "The 2009 amendments to the tax code of the City of Avondale" as a public record and direct the City Clerk to maintain three copies on file. By adopting the amendments by reference, it will save the City from publishing the numerous pages of amendments in the newspaper.

The League of Arizona Cities and Towns has forwarded the 2009 amendments to the Model Cities Tax Code for the City of Avondale. The amendments are housekeeping items, that when adopted, will bring the Tax Code into conformance with State Law, and clarify ambiguous language.

**RECOMMENDATION:**

Staff recommends that Council adopt a resolution declaring as a public record certain documents filed with the City Clerk and entitled "The 2009 Amendments to the Tax Code of the City of Avondale".

**ATTACHMENTS:**

Click to download

[Resolution 2853-909](#)

**RESOLUTION NO. 2853-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "2009 AMENDMENTS TO THE TAX CODE OF THE CITY OF AVONDALE."

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

SECTION 1. That certain document entitled the "2009 Amendments to the Tax Code of the City of Avondale" of which three copies each are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be public record, and said copies are ordered to remain on file with the City Clerk.

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

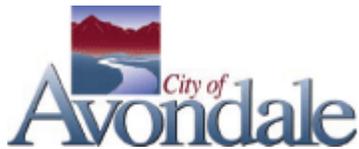
\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1385-909 - Adopting the 2009 Amendments to the Tax Code of the City of Avondale

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

**FROM:** Kevin Artz, Finance and Budget Director (623)333-2011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an Ordinance relating to the Business Privilege Tax (Sales Tax); adopting "The 2009 Amendments to the Tax Code of the City of Avondale" by reference.

**BACKGROUND:**

The League of Arizona Cities and Towns has forwarded the 2009 amendments to the Model Cities Tax Code for the City of Avondale. The amendments are housekeeping items, that when adopted, will bring the City Tax Code into conformance with State law, clarify certain provisions, exempts development fees from construction contracts, and corrects the exemption for certain solar devices from construction contracting.

Following each legislative session Arizona cities and towns, through the Unified Audit Committee (UAC), review new State laws to determine areas of the Model City Tax Code that require adjustment to maintain conformity with State law. As the UAC prepares and approves tax code changes they are forwarded to the business community for comment, and then to the Municipal Tax Code Commission for final approval before presenting them to city councils for adoption.

The 2009 amendments are incorporated in the Avondale Tax Code as follows:

- **Subsection 415(b)(10)** - modifies subsection on development impact fees for construction contracting.
- **Subsection 416(c)(1)(E)** - modifies subsection on development impact fees for construction contracting.
- **Subsection 417(c)(1)(E)** - modifies subsection on development impact fees for construction contracting.
- **Subsection 450(c)(11)** - adds subsection relating to the rental, leasing, and licensing of solar energy devices, requiring the lessor to register with the Department of Revenue.
- **Subsection 570(b)(2)** - modifies subsection to allow the Tax Collector to grant additional extensions to file a petition for Administrative review.
- **Regulation 350.3(b)(2)** - Deletes former section 2 removing the reference to residency requirements for Out-of-State sales.

With these changes, the City's Tax Code will conform to the Model City Tax Code.

**RECOMMENDATION:**

Staff recommends the Mayor and Council adopt an Ordinance implementing the 2009 amendment to the tax code of the City of Avondale.

**ATTACHMENTS:**

Click to download

 [Ordinance 1385-909](#)

**ORDINANCE NO. 1385-909**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, RELATING TO THE PRIVILEGE LICENSE TAX; ADOPTING THE "2009 AMENDMENTS TO THE TAX CODE OF THE CITY OF AVONDALE" BY REFERENCE; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY AND PROVIDING PENALTIES FOR VIOLATIONS.

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

SECTION 1. That certain document known as the "2009 Amendments to the Tax Code of the City of Avondale" (the "2009 Amendments") three copies of which are on file in the office of the City Clerk of the City of Avondale, which document was made a public record by Resolution No. 2853-909 of the City of Avondale, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. That any person found guilty of violating any provision of the 2009 Amendments shall be guilty of a class one misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein above described.

SECTION 3. That, if any section, subsection, sentence, clause, phrase or portion of this Ordinance or the 2009 Amendments is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the 2009 Amendments.

SECTION 4. The provisions of Sections 1 through 3 of the 2009 Amendments shall be effective from and after September 1, 2006. The provisions of Sections 4 and 5 of the 2009 Amendments shall be effective from and after July 1, 2008.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

---

Marie Lopez Rogers, Mayor

ATTEST:

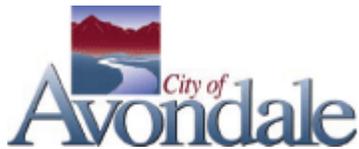
---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1386-909 - Accepting a Public Utility Easement and a Drainage Easement – Mortensen Property

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt two (2) ordinances accepting the dedication of a public utility easement and a drainage easement that are necessary to facilitate the construction of infrastructure in the City Center East project, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the appropriate documentation.

**BACKGROUND:**

The City is currently designing the infrastructure for the City Center East project to accommodate the American Sports Center and other future uses east of Avondale Boulevard. Construction is anticipated to begin at the end of October.

**DISCUSSION:**

The Public Utility Easement is located in Lot 3 of Avondale City Center Phase 1 (see attached exhibit) between Avondale Boulevard and the future 114<sup>th</sup> Avenue. The 26-foot wide easement will be required to install utilities in a future service corridor which will serve future uses from the rear of the buildings.

The Drainage Easement is also located in Lot 3 of Avondale City Center Phase 1 (see attached exhibit). This easement consists of Parcel "A" and "B" which is necessary to provide storm water retention and conveyance for development of City Center East.

Staff has reviewed and approved the legal descriptions.

**BUDGETARY IMPACT:**

Accepting the dedication of a public utility easement and a drainage easement will have no budgetary impact on the City.

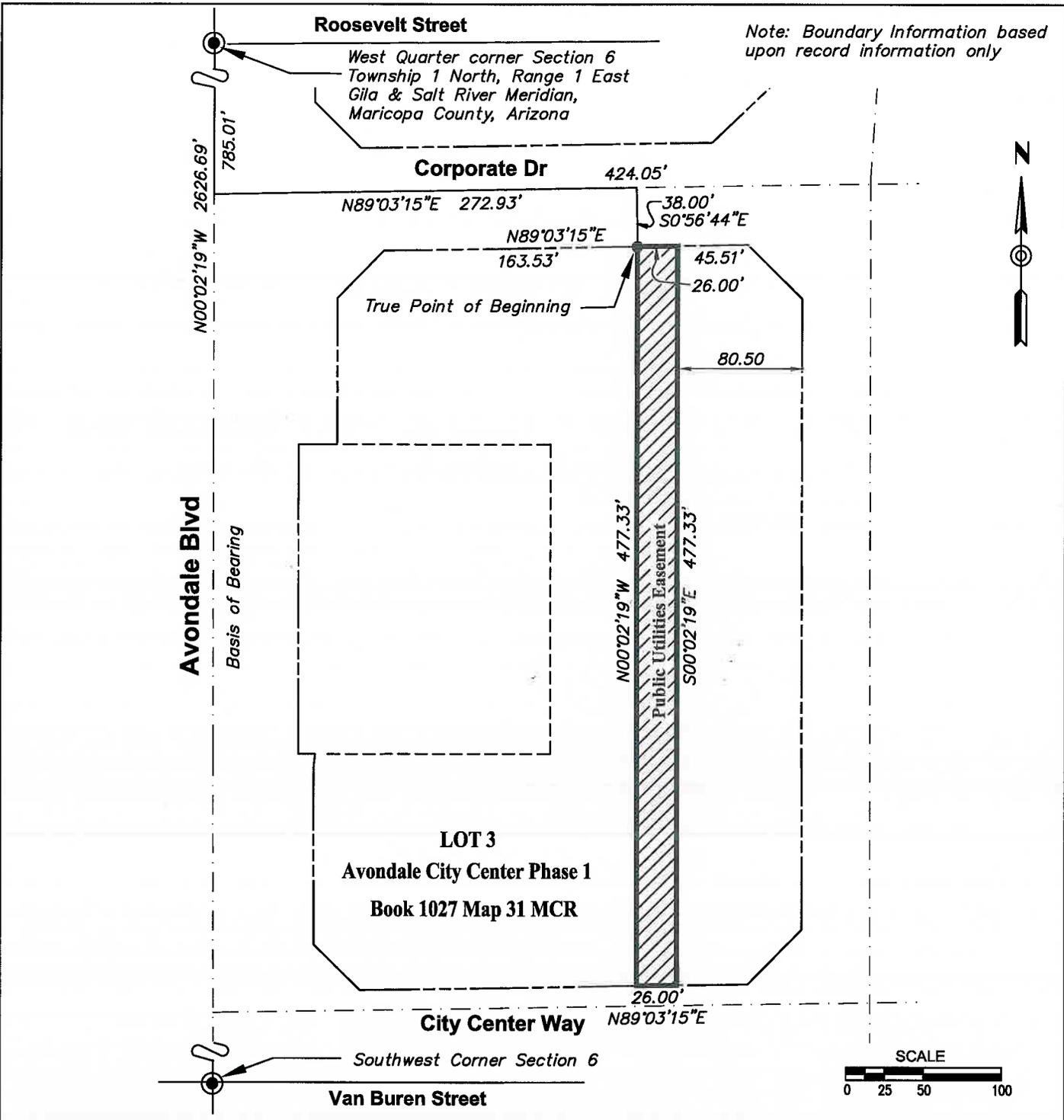
**RECOMMENDATION:**

Staff recommends that the City Council adopt an ordinance accepting the dedication of a public utility easement and a drainage easement that are necessary to facilitate infrastructure construction in City Center East, and authorize the Mayor or City Manager, City Clerk and City Attorney to take all the necessary steps and execute the appropriate documentation.

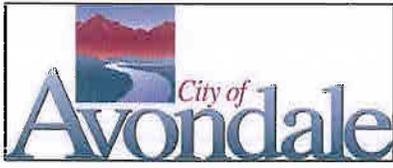
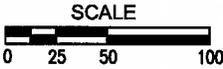
## ATTACHMENTS:

Click to download

- [PUE Vicinity Map](#)
- [DE Vicinity Map](#)
- [Public Utility Easement](#)
- [Drainage Easement](#)
- [Ordinance 1386-909](#)



Note: Boundary Information based upon record information only



GIS-LAND SERVICES  
Division of  
WATER RESOURCES  
DEPARTMENT



EXPIRES 6-30-10

**EXHIBIT MAP**  
**PUBLIC UTILITIES EASEMENT**  
Part of Lot 3 Avondale City Center Phase One  
Book 1027 of Maps Page 31 MCR  
APN 102-57-240

DATE: 6-8-2009  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: \_\_\_\_\_

PROJECT NAME  
ACC Lot3 PUE  
PAGE  
2 OF 2

West Quarter corner Section 6  
Township 1 North, Range 1 East  
Gila & Salt River Meridian,  
Maricopa County, Arizona

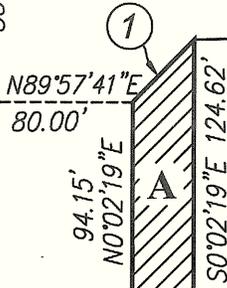
Roosevelt Street

Note: Boundary is based upon record information only

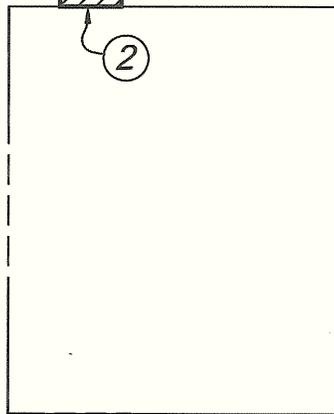


Avondale Blvd  
S00°02'19"E 2626.69'  
Basis of Bearing

Corporate Drive

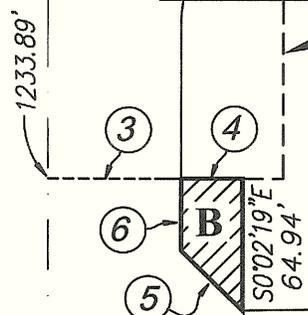


**DRAINAGE EASEMENT PARCEL "A"**  
Area: 3281 sf



**LOT 3**  
Avondale City Center Phase 1  
Book 1027 Map 31 MCR

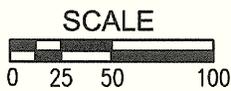
LINE TABLE		
NO	BEARING	DISTANCE
1	N44°30'28"E	42.76'
2	S89°57'41"W	30.00'
3	N89°57'41"E	65.00'
4	N89°57'41"E	30.00'
5	N45°29'32"W	42.09'
6	N00°02'19"W	35.42'



**DRAINAGE EASEMENT PARCEL "B"**  
Area: 1505 sf

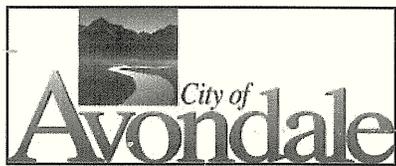
Drainage Easement  
Dkt 2003-0454879 MCR

City Center Way



Southwest Corner Section 6

Van Buren Street



GIS-LAND SERVICES  
Division of  
WATER RESOURCES  
DEPARTMENT



EXPIRES 6-30-10

**EXHIBIT MAP**  
**DRAINAGE EASEMENT**  
Part of Lot 3 Avondale City Center Phase One  
Book 1027 of Maps Page 31 MCR  
APN 102-57-240

DATE: 6-28-2009  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: \_\_\_\_\_

PROJECT NAME  
ACC Drain Esmt Lot3  
PAGE  
2 OF 2

When Recorded Mail To:

City Clerk  
City of Avondale  
11465 West Civic Center Drive, Suite 200  
Avondale, Arizona 85323

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## PUBLIC UTILITY EASEMENT AGREEMENT

**GRANTOR:** Clifford T. Mortensen, Sr. and Sylvia A. Mortensen, Co-Trustees of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust, dated January 15, 2004 and Virginia Louise Mortensen, Trustee of the Azel Jack Mortensen and Virginia Louise Mortensen Living Trust, dated August 20, 1992 (collectively, the “Grantor”)

**GRANTEE:** City of Avondale, an Arizona municipal corporation (the “City”)

THIS PUBLIC UTILITY EASEMENT AGREEMENT (this “Agreement”) is entered into \_\_\_\_\_, 2009, by and between the City and Grantor for the purposes set forth below.

### RECITALS

A. The Grantor is the record owner of certain real property at the location described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the “Easement Area”).

B. The City and Grantor desire to enter into this Agreement for Grantor to grant to the City a non-exclusive, continuous and perpetual easement (the “Easement”) together with the necessary right of access, ingress and egress over the Easement Area, for purposes of installing, operating, inspecting, maintaining, repairing, replacing or removing aboveground and underground public utility facilities, as more particularly described herein.

### AGREEMENT

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

1. Grant of Easement. Grantor hereby grants and conveys the Easement to the City for the purposes of installing, operating, inspecting, maintaining, repairing, replacing or removing aboveground and underground public utility facilities including, but not limited to water, sewer, electrical, telecommunications, gas, storm drainage and such other public utility facilities (the “Facilities”) as may be permitted by law within such Easement.

2. Maintenance of the Easement. Grantor shall not maintain the Easement Area in a manner that impairs the ability or capacity of the Grantee or other public utility providers to fully utilize the Easement. Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Easement Area any fence, wall, structure or other improvement which shall interfere with or impede the Grantee's or other public utility providers' access to the Easement Area or the Grantee's right to maintain the Facilities in the Easement. Grantee shall allow reasonable, typical landscaping within the Easement Area including shrubs, groundcover and decomposed granite except in a ten-foot clear zone around any sewer manholes or clean-out locations.

3. Indemnification. The City shall, to the extent permitted by law, indemnify and hold Grantor harmless from any and all damages, costs, expenses, attorney fees, claims or liabilities arising from or relating to the use of the Easement Area by the City, its successors in interest, assigns, agents, employees, visitors or invitees.

4. No Assignment. The City shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior written consent of Grantor, which consent shall not be unreasonably delayed, conditioned or denied.

5. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with City's construction of improvements on the Easement Area or the use by City of the Easement Area.

6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

7. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

8. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to the owners of properties which abut the Easement Area or to government or quasi-governmental agencies, provided however, that no such additional rights or easement shall impair the City's use of the Easement herein granted.

9. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's use of the Easement for Facility installation, operation and maintenance. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

10. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511 at which time, the Easement shall be extinguished.







“City”

CITY OF AVONDALE, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me \_\_\_\_\_, 2009,  
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:

\_\_\_\_\_

EXHIBIT A  
TO  
PUBLIC UTILITY EASEMENT AGREEMENT

[Legal Description and Map of Easement Area]

See following pages.

Public Utilities Easement  
Part Lot 3, Avondale City Center Phase 1  
APN 102-57-240  
Legal Description

That part of Lot 3, Avondale City Center Phase 1, according to Book 1027, Page 31 official records of Maricopa County, situated within the Southwest Quarter of Section 6, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 6, from which the Southwest corner thereof bears South 0 degrees 2 minutes 19 seconds East a distance of 2626.69 feet, as the basis of bearing;

Thence South 0 degrees 2 minutes 19 seconds East along the West line of the Southwest Quarter of said Section 6 a distance of 785.01 feet to a point on the monument line of Corporate Drive;

Thence North 89 degrees 3 minutes 15 seconds East along the monument line of Corporate Drive a distance of 272.93 feet;

Thence South 0 degrees 56 minutes 44 seconds East a distance of 38.00 feet to the South right of way line of Corporate Drive, also being a point on the North line of said Lot 3 of Avondale City Center Phase 1, and the True Point of Beginning;

Thence North 89 degrees 3 minutes 15 seconds East along the North line of said Lot 3 a distance of 26.00 feet to a point from which the Northerly most Northeast corner of said Lot 3 bears North 89 degrees 3 minutes 15 seconds East a distance of 45.51 feet;

Thence departing from the said North line, South 0 degrees 2 minutes 19 seconds East a distance of 477.33 feet along a line parallel with and 80.5 feet west of the East line of said Lot 3 to the South line thereof;

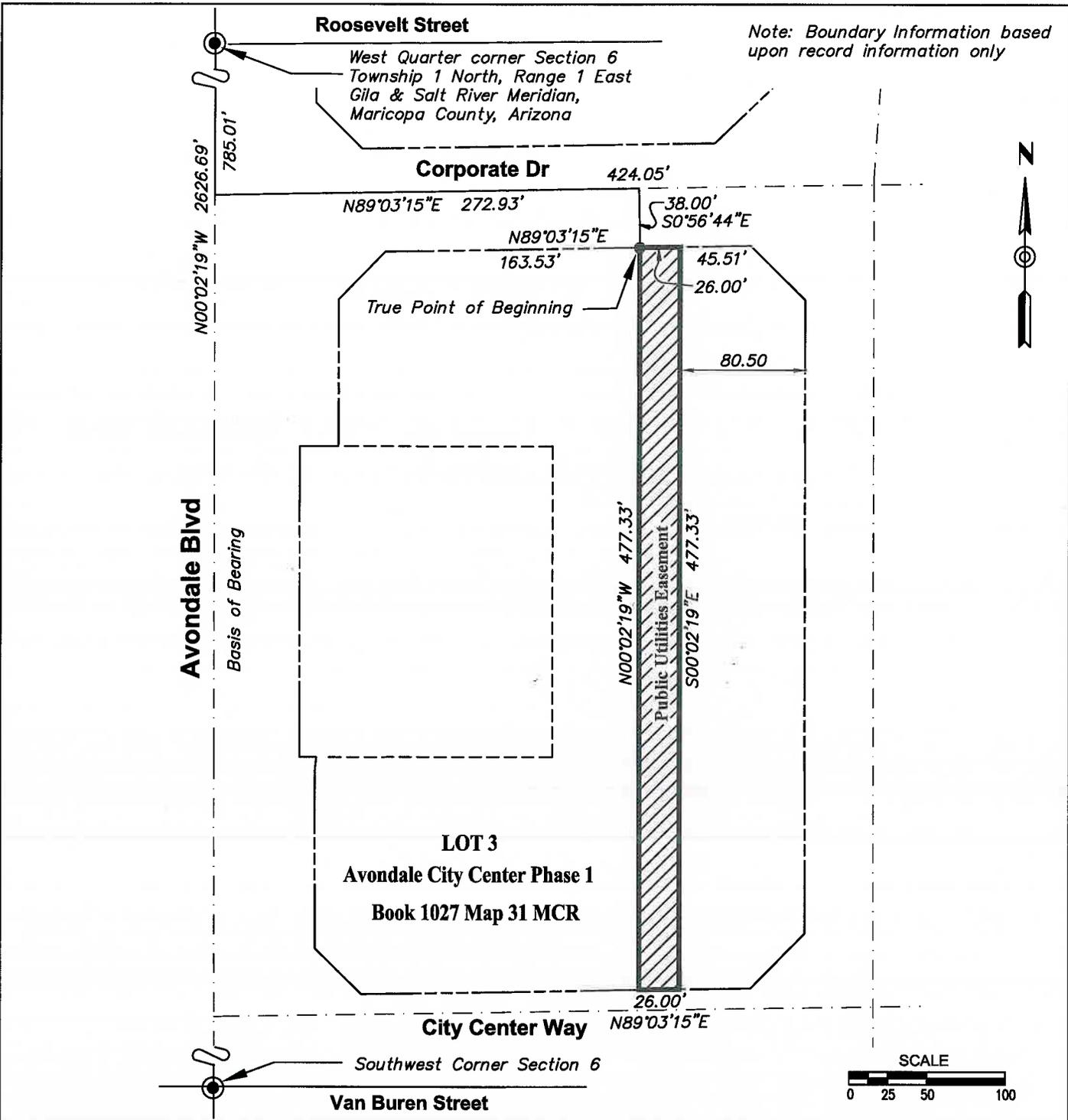
Thence South 89 degrees 3 minutes 15 seconds West along the South line of said Lot 3 a distance of 26.00 feet;

Thence North 0 degrees 2 minutes 19 seconds West a distance of 477.33 feet to the True Point of Beginning;

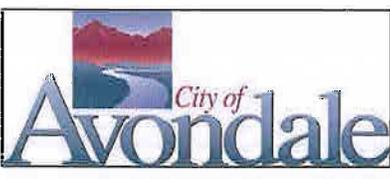
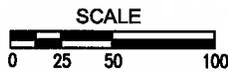
Said easement parcel contains 0.28 acres more or less.



*[Handwritten Signature]*  
EXPIRES June 30, 2010



Note: Boundary Information based upon record information only



GIS-LAND SERVICES  
Division of  
WATER RESOURCES  
DEPARTMENT



EXPIRES 6-30-10

**EXHIBIT MAP**  
**PUBLIC UTILITIES EASEMENT**  
Part of Lot 3 Avondale City Center Phase One  
Book 1027 of Maps Page 31 MCR  
APN 102-57-240

DATE: 6-8-2009  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: \_\_\_\_\_

PROJECT NAME  
ACC Lot3 PUE  
PAGE  
2 OF 2

When Recorded Mail To:

City Clerk  
City of Avondale  
11465 West Civic Center Drive, Suite 200  
Avondale, Arizona 85323

## **DRAINAGE EASEMENT AGREEMENT**

**GRANTOR:** Clifford T. Mortensen, Sr. and Sylvia A. Mortensen, Co-Trustees of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust, dated January 15, 2004 and Virginia Louise Mortensen, Trustee of the Azel Jack Mortensen and Virginia Louise Mortensen Living Trust, dated August 20, 1992 (collectively, the “Grantor”)

**GRANTEE:** City of Avondale, an Arizona municipal corporation (the “City”)

THIS DRAINAGE EASEMENT AGREEMENT (this “Agreement”) is entered into \_\_\_\_\_, 2009, by and between the City and Grantor for the purposes set forth below.

### RECITALS

A. The Grantor is the record owner of certain real property at the location described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the “Easement Area”).

B. The City and Grantor desire to enter into this Agreement for Grantor to grant to the City a continuous and perpetual easement (the “Easement”) upon, over, across, in through and under the Easement Area, for purposes of installing, operating, inspecting, maintaining, repairing, replacing or removing drainage facilities (the “Facilities”), as more particularly described herein.

### AGREEMENT

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

1. Grant of Easement. Grantor hereby grants and conveys the Easement to the City through, over, under, upon, in, across and along the Easement Area for the benefit of the City, its successors, assigns, heirs, executors or personal representatives, tenants, lessees, guests, invitees, or the guests or invitees of the tenants, for the purpose of installing, operating, inspecting, maintaining, repairing, replacing, or removing the Facilities in the Easement Area. The City will construct a retention basin in the Easement Area and will maintain the basin until the real

property under the Easement Area is developed. When the property under the Easement Area develops, Grantor, its successors or assigns shall incorporate the basin drainage functions in its development plans. The basin may be moved or reshaped to better fit with the development plans, as long as it contains the same runoff volume. The term of this agreement shall commence upon the date first set forth above and shall remain in full force and effect until the permanent basin is constructed.

2. Maintenance of the Easement. Grantor shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to fully utilize the Easement.

a. Grantor shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, nor shall Grantor drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Area, without the prior written consent of the City; provided however, that such consent of the City shall not be unreasonably withheld, conditioned or delayed.

b. The City shall allow reasonable, typical landscaping within the Easement Area including shrubs, groundcover and decomposed granite except in a ten-foot clear zone around any storm sewer manholes or clean-out locations. The City shall have the right, but not the obligation, at the City's sole cost and expense, to trim, cut or remove brush or other vegetation on the Easement Area that obstructs or hinders access to the Easement Area, and whenever in the City's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

c. The City shall restore Easement Area to substantially the same condition as practical in the event the Easement Area is disturbed during Facility maintenance, repair, replacement and/or removal for whatever reason.

3. Indemnification. The City shall, to the extent permitted by law, indemnify and hold Grantor harmless from any and all damages, costs, expenses, attorney fees, claims or liabilities arising from or relating to the use of the Easement Area by the City, its successors in interest, assigns, agents, employees, visitors or invitees. The Grantor shall not be entitled to the indemnification provided herein for any damages, costs, expenses, attorneys' fees, claims or liabilities to the extent such arise out of a negligent act, omission or willful misconduct of the Grantor, its officers, employees, agents, contractors, tenants, invitees, licensees or guests.

4. No Assignment. The City shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior, written consent of Grantor, which consent shall not be unreasonably delayed, conditioned or denied.

5. Liens and Encumbrances. The City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with City's construction of improvements on the Easement Area or the use by City of the Easement Area.

6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

7. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

8. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to the owners of properties which abut the Easement Area or to government or quasi-governmental agencies, provided however, that no such additional rights or easement shall impair the City's use of the Easement herein granted.

9. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's use of the Easement Area for Facility installation, operation and maintenance. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

10. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511, at which time the Easement shall be extinguished.

[SIGNATURES ON FOLLOWING PAGES]



**“Grantor”**

CLIFFORD T. MORTENSEN, SR. AND SYLVIA A. MORTENSEN,  
Co-Trustees of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust  
dated January 15, 2004

\_\_\_\_\_  
Sylvia A. Mortensen

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me \_\_\_\_\_, 2009,  
by Sylvia A. Mortensen, Co-Trustee of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust  
dated January 15, 2004, on behalf of such Trust.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_



“City”

CITY OF AVONDALE, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me \_\_\_\_\_, 2009,  
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:

\_\_\_\_\_

EXHIBIT A  
TO  
DRAINAGE EASEMENT AGREEMENT

[Legal Description and Map of Easement Area]

See following pages.

Drainage Easement  
Part Lot 3, Avondale City Center Phase 1  
APN 102-57-240  
Legal Description

Parcel "A"

That part of Lot 3, Avondale City Center Phase 1, according to Book 1027, Page 31 official records of Maricopa County, situated within the Southwest Quarter of Section 6, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 6, from which the Southwest corner thereof bears South 0 degrees 2 minutes 19 seconds East a distance of 2,626.69 feet, as the basis of bearing;

Thence South 0 degrees 2 minutes 19 seconds East along the West line of the Southwest Quarter of said Section 6 a distance of 851.75 feet;

Thence South 89 degrees 57 minutes 41 seconds East a distance of 80.00 feet to the Westerly most Northwest corner of said Lot 3 and the True Point of Beginning;

Thence North 44 degrees 30 minutes 28 seconds East a distance of 42.76 feet;

Thence South 0 degrees 2 minutes 19 seconds East a distance of 124.62 feet;

Thence South 89 degrees 57 minutes 41 seconds West a distance of 30.00 feet to a point on the East Right-of-Way line of Avondale Boulevard;

Thence North 0 degrees 2 minutes 19 seconds West a distance of 94.15 feet to the True Point of Beginning;

Said Parcel Contains 3,281 square feet area, more or less



EXPIRES June 30, 2010

Drainage Easement  
Part Lot 3, Avondale City Center Phase 1  
APN 102-57-240  
Legal Description

Parcel "B"

That part of Lot 3, Avondale City Center Phase 1, according to Book 1027, Page 31 official records of Maricopa County, situated within the Southwest Quarter of Section 6, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 6, from which the Southwest corner thereof bears South 0 degrees 2 minutes 19 seconds East a distance of 2,626.69 feet, as the basis of bearing;

Thence South 0 degrees 2 minutes 19 seconds East, along the West line of the Southwest Quarter of said Section 6 a distance of 1,233.89 feet;

Thence North 89 degrees 57 minutes 41 seconds East a distance of 65.00 feet to a point on the most Westerly line of Said Lot 3 and the True Point of Beginning;

Thence continuing North 89 degrees 57 minutes 41 seconds East a distance of 30.00 feet;

Thence South 0 degrees 2 minutes 19 seconds East a distance of 64.94 feet to the Southerly most Southwest corner of Said Lot 3;

Thence North 45 degrees 29 minutes 32 seconds West a distance of 42.09 feet;

Thence North 0 degrees 2 minutes 19 seconds West a distance of 35.42 feet to the True Point of Beginning;

Said Parcel Contains 1,505 square feet area, more or less



*[Handwritten Signature]*  
EXPIRES June 30, 2010

West Quarter corner Section 6  
Township 1 North, Range 1 East  
Gila & Salt River Meridian,  
Maricopa County, Arizona

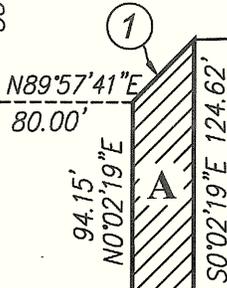
Roosevelt Street

Note: Boundary is  
based upon record  
information only

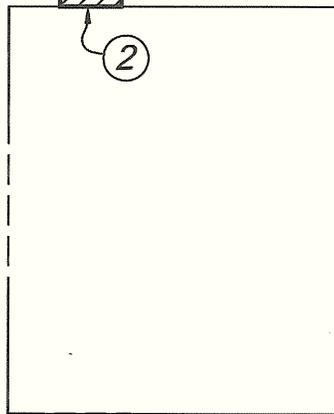


Avondale Blvd  
S00°02'19"E 2626.69'  
Basis of Bearing

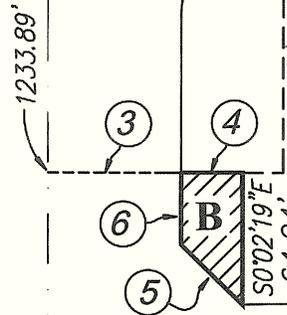
Corporate Drive



**DRAINAGE  
EASEMENT  
PARCEL "A"**  
Area: 3281 sf



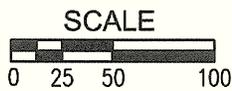
**LOT 3**  
Avondale City Center Phase 1  
Book 1027 Map 31 MCR



**DRAINAGE  
EASEMENT  
PARCEL "B"**  
Area: 1505 sf

Drainage Easement  
Dkt 2003-0454879 MCR

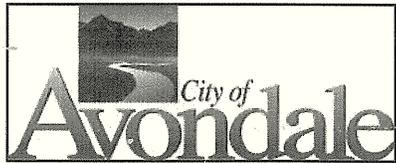
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4	N89°57'41"E	30.00'
5	N45°29'32"W	42.09'
6	N00°02'19"W	35.42'



City Center Way

Southwest Corner Section 6

Van Buren Street



GIS-LAND SERVICES  
Division of  
WATER RESOURCES  
DEPARTMENT



EXPIRES 6-30-10

**EXHIBIT MAP  
DRAINAGE EASEMENT**  
Part of Lot 3 Avondale City Center Phase One  
Book 1027 of Maps Page 31 MCR  
APN 102-57-240

DATE: 6-28-2009  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: \_\_\_\_\_

PROJECT NAME  
ACC Drain Esmt Lot3  
PAGE  
2 OF 2

**ORDINANCE NO. 1386-909**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF PUBLIC UTILITY AND DRAINAGE EASEMENTS FOR PUBLIC USE.

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

SECTION 1. That an easement over  $\pm$  0.28 acres of real property, generally located east of Avondale Boulevard, north of Van Buren Street, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Clifford T. Mortensen, Sr. and Sylvia A. Mortensen, as Co-Trustees of the Clifford T., Sr. and Sylvia A. Mortensen Living Trust, dated January 15, 2004 and Virginia Louise Mortensen, Trustee of the Azel Jack Mortensen and Virginia Louise Mortensen Living Trust, dated August 20, 1992 (collectively, the “Mortensens”), for public utility purposes.

SECTION 2. That an easement over  $\pm$  0.11 acres of real property, generally located east of Avondale Boulevard, north of Van Buren Street, as more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale, from the Mortensens for drainage purposes.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1386-909

[Legal Description and Map of Public Utility Easement]

See following pages.

Public Utilities Easement  
Part Lot 3, Avondale City Center Phase 1  
APN 102-57-240  
Legal Description

That part of Lot 3, Avondale City Center Phase 1, according to Book 1027, Page 31 official records of Maricopa County, situated within the Southwest Quarter of Section 6, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 6, from which the Southwest corner thereof bears South 0 degrees 2 minutes 19 seconds East a distance of 2626.69 feet, as the basis of bearing;

Thence South 0 degrees 2 minutes 19 seconds East along the West line of the Southwest Quarter of said Section 6 a distance of 785.01 feet to a point on the monument line of Corporate Drive;

Thence North 89 degrees 3 minutes 15 seconds East along the monument line of Corporate Drive a distance of 272.93 feet;

Thence South 0 degrees 56 minutes 44 seconds East a distance of 38.00 feet to the South right of way line of Corporate Drive, also being a point on the North line of said Lot 3 of Avondale City Center Phase 1, and the True Point of Beginning;

Thence North 89 degrees 3 minutes 15 seconds East along the North line of said Lot 3 a distance of 26.00 feet to a point from which the Northerly most Northeast corner of said Lot 3 bears North 89 degrees 3 minutes 15 seconds East a distance of 45.51 feet;

Thence departing from the said North line, South 0 degrees 2 minutes 19 seconds East a distance of 477.33 feet along a line parallel with and 80.5 feet west of the East line of said Lot 3 to the South line thereof;

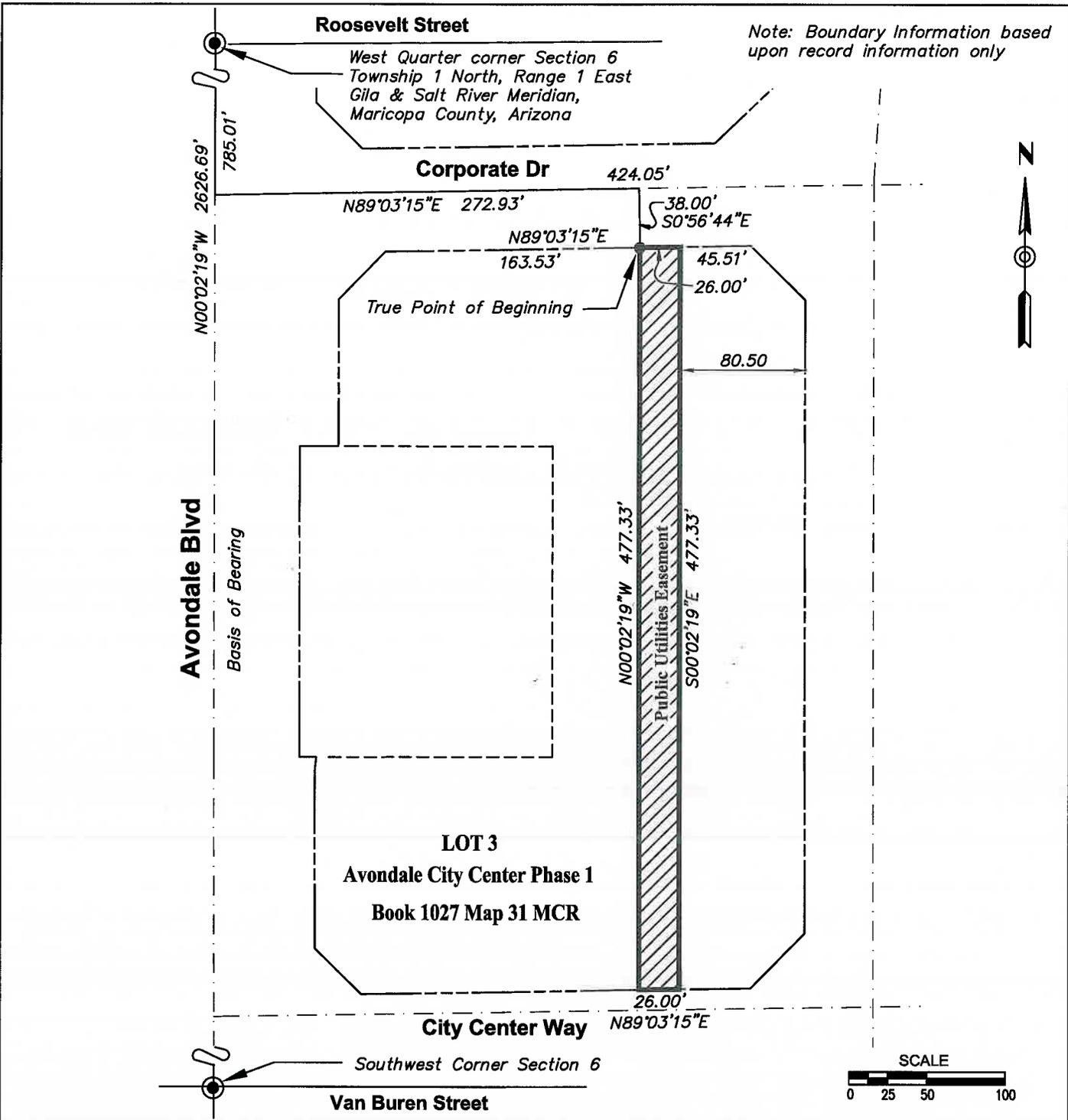
Thence South 89 degrees 3 minutes 15 seconds West along the South line of said Lot 3 a distance of 26.00 feet;

Thence North 0 degrees 2 minutes 19 seconds West a distance of 477.33 feet to the True Point of Beginning;

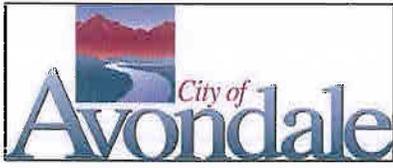
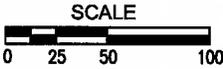
Said easement parcel contains 0.28 acres more or less.



*[Handwritten Signature]*  
EXPIRES June 30, 2010



Note: Boundary Information based upon record information only



GIS-LAND SERVICES  
Division of  
WATER RESOURCES  
DEPARTMENT



EXPIRES 6-30-10

**EXHIBIT MAP**  
**PUBLIC UTILITIES EASEMENT**  
Part of Lot 3 Avondale City Center Phase One  
Book 1027 of Maps Page 31 MCR  
APN 102-57-240

DATE: 6-8-2009  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: \_\_\_\_\_

PROJECT NAME  
ACC Lot3 PUE  
PAGE  
2 OF 2

EXHIBIT B  
TO  
ORDINANCE NO. 1386-909

[Legal Description and Map of Drainage Easement]

See following pages.

Drainage Easement  
Part Lot 3, Avondale City Center Phase 1  
APN 102-57-240  
Legal Description

Parcel "A"

That part of Lot 3, Avondale City Center Phase 1, according to Book 1027, Page 31 official records of Maricopa County, situated within the Southwest Quarter of Section 6, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 6, from which the Southwest corner thereof bears South 0 degrees 2 minutes 19 seconds East a distance of 2,626.69 feet, as the basis of bearing;

Thence South 0 degrees 2 minutes 19 seconds East along the West line of the Southwest Quarter of said Section 6 a distance of 851.75 feet;

Thence South 89 degrees 57 minutes 41 seconds East a distance of 80.00 feet to the Westerly most Northwest corner of said Lot 3 and the True Point of Beginning;

Thence North 44 degrees 30 minutes 28 seconds East a distance of 42.76 feet;

Thence South 0 degrees 2 minutes 19 seconds East a distance of 124.62 feet;

Thence South 89 degrees 57 minutes 41 seconds West a distance of 30.00 feet to a point on the East Right-of-Way line of Avondale Boulevard;

Thence North 0 degrees 2 minutes 19 seconds West a distance of 94.15 feet to the True Point of Beginning;

Said Parcel Contains 3,281 square feet area, more or less



**EXPIRES** June 30, 2010

Drainage Easement  
Part Lot 3, Avondale City Center Phase 1  
APN 102-57-240  
Legal Description

Parcel "B"

That part of Lot 3, Avondale City Center Phase 1, according to Book 1027, Page 31 official records of Maricopa County, situated within the Southwest Quarter of Section 6, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 6, from which the Southwest corner thereof bears South 0 degrees 2 minutes 19 seconds East a distance of 2,626.69 feet, as the basis of bearing;

Thence South 0 degrees 2 minutes 19 seconds East, along the West line of the Southwest Quarter of said Section 6 a distance of 1,233.89 feet;

Thence North 89 degrees 57 minutes 41 seconds East a distance of 65.00 feet to a point on the most Westerly line of Said Lot 3 and the True Point of Beginning;

Thence continuing North 89 degrees 57 minutes 41 seconds East a distance of 30.00 feet;

Thence South 0 degrees 2 minutes 19 seconds East a distance of 64.94 feet to the Southerly most Southwest corner of Said Lot 3;

Thence North 45 degrees 29 minutes 32 seconds West a distance of 42.09 feet;

Thence North 0 degrees 2 minutes 19 seconds West a distance of 35.42 feet to the True Point of Beginning;

Said Parcel Contains 1,505 square feet area, more or less



*[Handwritten Signature]*  
EXPIRES June 30, 2010

West Quarter corner Section 6  
Township 1 North, Range 1 East  
Gila & Salt River Meridian,  
Maricopa County, Arizona

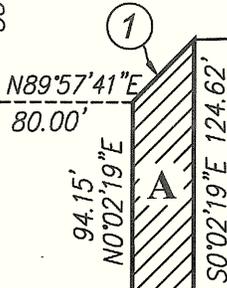
Roosevelt Street

Note: Boundary is  
based upon record  
information only

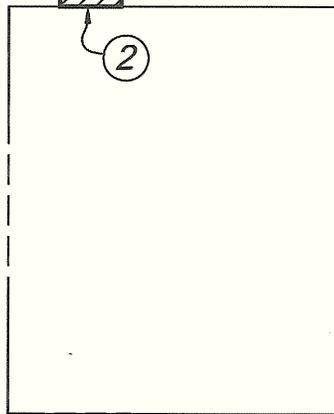


Avondale Blvd  
S00°02'19"E 2626.69'  
Basis of Bearing

Corporate Drive

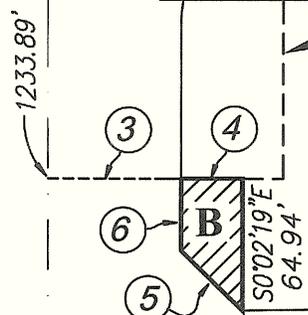


**DRAINAGE  
EASEMENT  
PARCEL "A"**  
Area: 3281 sf



**LOT 3**  
Avondale City Center Phase 1  
Book 1027 Map 31 MCR

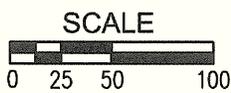
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6	N00°02'19"W	35.42'



**DRAINAGE  
EASEMENT  
PARCEL "B"**  
Area: 1505 sf

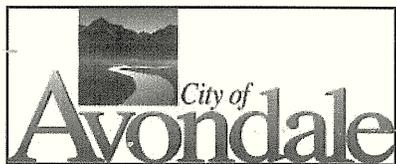
Drainage Easement  
Dkt 2003-0454879 MCR

City Center Way



Southwest Corner Section 6

Van Buren Street



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WATER RESOURCES  
DEPARTMENT

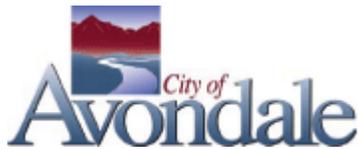


EXPIRES 6-30-10

**EXHIBIT MAP  
DRAINAGE EASEMENT**  
Part of Lot 3 Avondale City Center Phase One  
Book 1027 of Maps Page 31 MCR  
APN 102-57-240

DATE: 6-28-2009  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: \_\_\_\_\_

PROJECT NAME  
ACC Drain Esmt Lot3  
PAGE  
2 OF 2



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2856-909 - Adoption of the Parks and Recreation Master Plan

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

**FROM:** Christopher Reams, Parks, Recreation & Libraries (623)333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a resolution adopting the Parks, Recreation Facilities and Trails Master Plan.

**BACKGROUND:**

On June 15, 2009 staff provided the City Council with the preliminary Parks, Recreation Facilities, and Trails Master Plan ( Master Plan) for information and direction. Council provided staff with guidelines and suggestions to add to the final version of the plan prior to final submittal. Staff presented the draft final plan to the public at the August 12, 2009 Parks and Recreation Board meeting. No additional change was recommended.

The process is currently at the Final Draft presentation and approval step, which is presented by this report. The final Master Plan is also provided for review and approval (Attachment 1 - Final Draft).

The City of Avondale is well positioned to satisfy all of the provisions of the plan. The Master Plan was developed based on the comments received from City Council, Avondale residents, and facility users. Comments and input were incorporated into the Final Parks Master Plan, which includes a wide spectrum of park and recreation opportunities that are compatible with the natural, physical, and cultural resources of the City. The plan is meant to serve the City's future parks, recreation, and trails needs relating to daily recreational activities, special events, and potential environmental tourism. This plan is a guideline only, to be used by the City in implementing proposed parks, recreation facilities, and trails that are illustrated on the City of Avondale Parks Master Plan.

**DISCUSSION:**

During the June 15, 2009 Master Plan work session City Council provided staff with input and direction on the Parks Master Plan. This report highlights the areas of emphasis provided by Council and others throughout the process. One of the most consistent requests from residents was for more parks and open space, upgrades to current parks, more programming, and indoor facilities. The response information is presented in two broad categories:

Neighborhood Park Overlap  
Plan Deficiencies

Neighborhood Park Overlap

Private open space amenities exist throughout the city in master planned communities. The requirement for overall City neighborhood parks is reduced by the addition of private neighborhood parks in the planned communities. There are approximately 167.5 acres of HOA parks and open

spaces. The HOA neighborhood parks reduce any immediate need for City owned neighborhood park development in Avondale, specifically in the northern sector of the City where the majority of private parks are located. (See Final Draft, Figure 6 - page 39).

Although the parks and open spaces in the planned communities are private, the amenities offer Avondale residents living in those communities alternative places to recreate. In addition, the HOA parks serve the same purpose as the City managed public neighborhood parks - to provide parks and open spaces within walking distance of where Avondale citizens live.

### Plan Deficiencies

Although the plan does show some overlap of current and future parks projects any future park acquisition will take into account existing parks, services, and programs. Programming is a key component to the plan because the Parks Master Plan is not just about acquiring parks and open spaces, but the plan also addresses program and activity development.

The plan was developed as a coordinated plan incorporating the concepts and future planning of municipalities and other entities that connect to or overlap Avondale's planning area to include: the Tres Rios Specific Plan; the Flood Control El Rio Plan; the Estrella Foothills area specific plan; Maricopa Regional trail system plan; and planning considerations of Maricopa County, the City of Goodyear, the City of Litchfield Park, and the City of Tolleson. The final Parks Master Plan will also be incorporated as part of the City of Avondale General Plan. These projects have some overlap which reduces park and open space deficiencies in connected areas. In addition, each of the above listed plans provides enhanced passive recreation, hiking, trails, and fishing. In addition the 22 acres at Coldwater Park are currently not programmed due to the conditions of the park. Coldwater Park can be converted to a non-playing field passive open space development for passive recreation activities such as walking, ramada use, dog parks, and walking and running trails.

The City of Avondale is well positioned in its current and future parks plans and does not have any immediate needs for park development that are not being addressed by staff. The following noted deficiencies are either currently in the planning stages or addressed in the Parks Master Plan. Staff recommends that the City of Avondale concentrate on improving amenities at current facilities and expanding recreational opportunities through programming and cooperative initiatives.

Future park and open space development will be added as part of the normal CIP process and staff will continue to seek alternate means of funding for park development to include grants and school/community partnerships. A consistent theme throughout the planning process called for increased open space, enhanced passive and recreational activities, and improved park amenities (including larger ramadas). The following projects will address one or more of these emphasis areas.

The completion of Festival Fields Phase II will provide an additional 80-acre community park located in southern Avondale, directly adjacent to the Agua Fria River south of Lower Buckeye Road. Phase II will complete the southern half of the park and will include sport courts, lighted Little League ball fields, group ramadas, increased parking spaces, and a planned splash pad play area.

Future opportunities also exist for potential collaborations with local school districts in both the southern and northern areas of Avondale based on future school site developments. Staff will continue to work with the local school districts to develop joint park uses. Tolleson Union High School District and the Littleton Elementary School District both have new school projects on the horizon which could provide opportunity for joint facility development and programming which would increase the amount of usable fields and open space for athletics, jogging, and walking trails.

The American Sports Center (ASC) Project will be a City -owned facility designed, built and operated through a public-private partnership. The facility will be an approximately 80,000 square foot indoor sports facility with basketball and volleyball courts, soccer fields, multipurpose room, office space

and food service operation.

Enhancing recreational programs and activities is currently done without any financial expenditure from the General Fund or the CIP Process. Sports leagues and recreational programs for children and adults are developed on a cost-recovery basis while addressing the need for expanded programming.

Staff is also developing a series of cooperative agreements with local youth and adult organizations to expand offerings to park users and enhance programming. The cooperative agreements will create a platform for City/Private partnerships to develop sports leagues, on-going skills development programs, and tournaments through joint use agreements which will enhance local sports organization offerings and expand the City sports programs into areas not currently City operated including football, soccer, baseball, etc.

In addition to expanded organized sports programs, staff will create innovative programs that provide low - cost and free opportunities for residents to recreate including initiatives like community gardening programs and non-programmed recreation (open play) on city fields.

### **BUDGETARY IMPACT:**

Recently, the U.S. economy began a decline which has impacted the availability of federal, state, and private funding for park, recreation, and open space areas and facilities. The future availability of many traditional funding options is difficult to predict given these circumstances. During the intervening years, the City of Avondale will serve its residents with a high level of service through existing parks and facilities.

In the near-term, it will be important to explore even more creative ways to fund park and recreational facilities. Funding may be in the form of a direct financing mechanism such as the General Fund, or indirect resources such as grants, loans, and public/private partnerships. Several complimentary funding sources may be used on any given project.

Over the years the City of Avondale has funded the development of parks, facilities and trails in a variety of ways. Supplemental to this funding, the City has entered into joint use facility arrangements, and has issued general obligation bonds in order to meet the desired level of service. Staff recommends no change to the current CIP process as it relates to the acquisition of future parks. Future park land should be purchased and developed when the opportunity and funding are consistent with the overall Parks Master Plan. (See Final Draft, Table 8.2 - page 47)

### **RECOMMENDATION:**

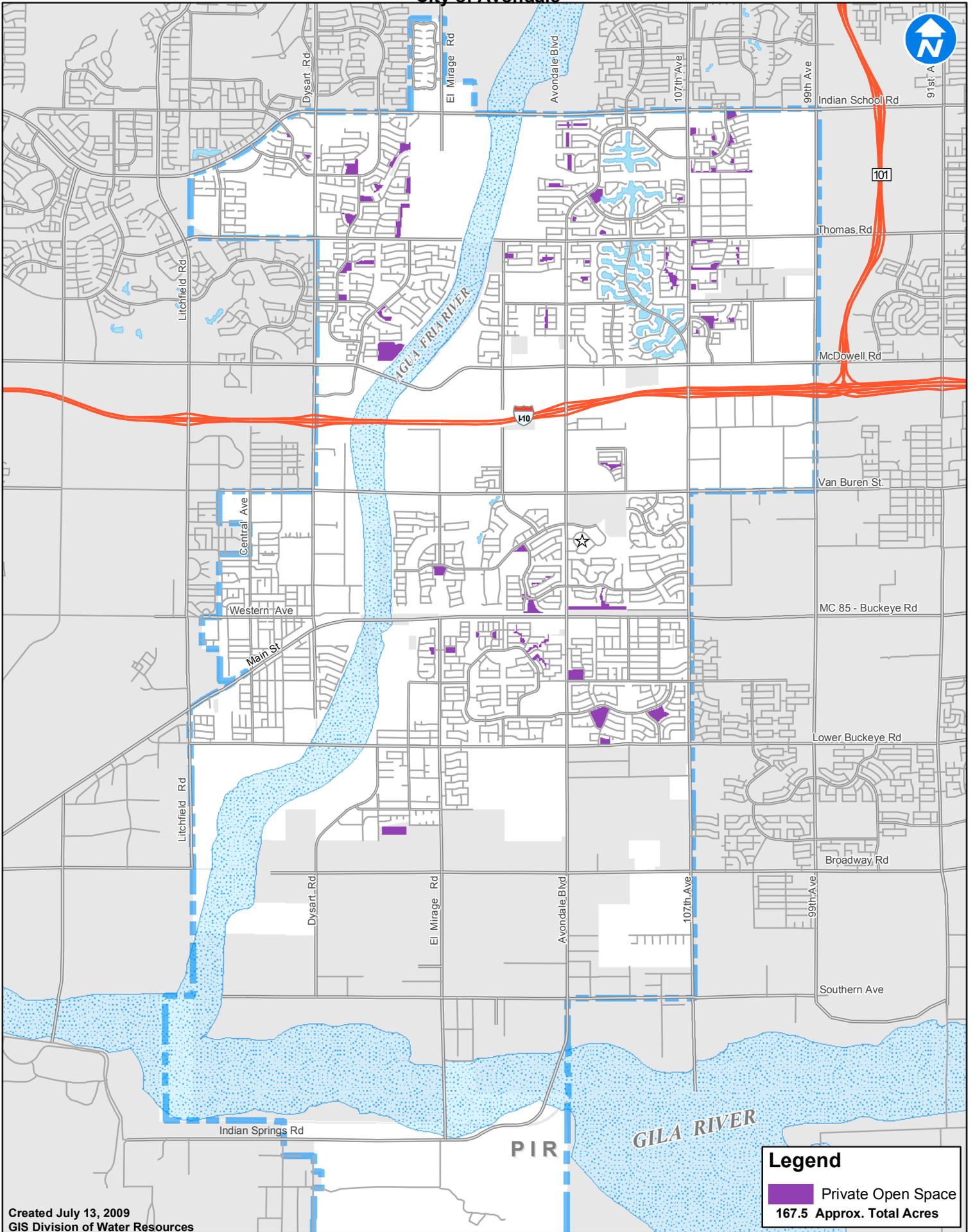
Staff recommends that the City Council approve a resolution adopting the Parks, Recreation Facilities and Trails Master Plan.

### **ATTACHMENTS:**

Click to download

- [Private Open Space](#)
- [Final Draft](#)
- [Resolution 2856-909](#)

# City of Avondale



Created July 13, 2009  
GIS Division of Water Resources

Private Open Space



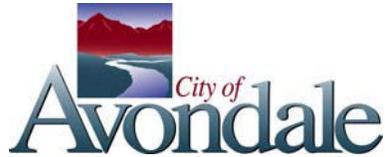
# City of Avondale

## Parks, Recreation Facilities & Trails Master Plan

August 2009



LOGAN SIMPSON  
DESIGN INC.



## **Parks, Recreation Facilities & Trails Master Plan**

### **City Council**

Marie Lopez Rogers, Mayor  
Ken Weise, Vice Mayor

Frank Scott, Councilmember      Jason Earp, Councilmember  
Jim Buster, Councilmember      Jim McDonald, Councilmember  
Stephanie Karlin, Councilmember

### **Parks and Recreation Advisory Board**

Amos Reed, Chairman  
Rick Spencer, Vice Chairman

Donald Buth, Board Member      Dylan Stafford, Board Member  
Richard Cofield, Board Member      Steven J. Zielinski, Board Member  
Tamara Massey, Board Member

### **City Staff**

Charles McClendon, City Manager  
David Fitzhugh, Assistant City Manager  
Rogene Hill, Assistant City Manager

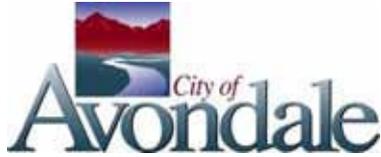
Daniel Davis, Director, Parks, Recreation, and Libraries Department  
Christopher Reams, Assistant Director, Parks, Recreation, and Libraries Department

Prepared by:



LOGAN SIMPSON  
DESIGN INC.

August 2009



# Parks, Recreation Facilities & Trails Master Plan

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## 1.0 INTRODUCTION

### 1.1 Background and Purpose

As the City of Avondale (City) continues to develop, it will be faced with providing sufficient, appropriate park and recreation opportunities for its growing population. The purpose of the City of Avondale *Parks, Recreation Facilities & Trails Master Plan* (PRFT) is to provide a vision that will guide development of parks and recreation and trail facilities that will assist in achieving the quality of life Avondale citizens' desire. In addition, the PRFT will address the growing needs of the community as well as specific legislative requirements identified by Arizona's Growing Smarter and Growing Smarter Plus legislation. In order to meet these requirements, this PRFT report includes the following:

- A comprehensive inventory of the City's existing park and recreation resources
- An analysis of the City's forecasted needs as it relates to park and recreation facilities
- A comprehensive system of public park and recreation facilities that provides the level of service desired by the community
- Implementation strategies to further establish recreational resources within existing and planned development
- The identification of funding mechanisms the City can use to implement the additional recreational services needed to serve the projected population

The PRFT incorporates the most current and available information that will influence the future development of the City's parks, recreation, and trail system including the Agua Fria and Gila River corridors. The study area for the PRFT includes the incorporated areas of the city north of Indian Springs Road. It focuses on the overall planning of a wide range of recreational opportunities and establishes the basis for future locations of parks, indoor and outdoor recreational facilities, and trail facilities as Avondale continues to grow.

In the recent past, the costs of land acquisition ceased being affordable for municipalities to purchase as parkland, and it became necessary for them to identify other means for securing parkland in order to meet their current and future needs. With this PRFT, the City has the opportunity to evaluate future community park, facility, and recreation program needs, as well as community desires, for both new and existing development areas, and to provide more definitive input prior to preliminary or final platting of new planned developments.

The *2002 City of Avondale General Plan Update* (General Plan) establishes the foundation upon which this PRFT is built. Coordination with the City's neighboring municipalities and Maricopa County adopted plans was key to ensuring edge areas were adequately addressed in terms of service area coverage so that the City's resources for park and recreational facilities would be maximized in serving its citizens.

The City understands the value of parks, recreational facilities, and trails as an important quality-of-life determinant. It is critically important to identify appropriate areas where park and recreation facilities may be integrated into existing and planned development, while setting the stage for implementation. A critical component of the PRFT is the City's ability to implement the Master Plan's recommendations. Determining the costs associated with implementation will assist the City in developing appropriate measures to realize the vision, goals, and objectives of the PRFT.

### 1.2 Planning Process and Overview

The planning process and approach for the PRFT consisted of 10 basic components, including the participation of a stakeholder advisory group representing a variety of special-interest user groups, homeowner associations, and affected municipalities and agencies.. The following are brief descriptions of each of the key components involved in the master planning process.

**Stakeholder/Issue Identification** – The City identified key stakeholders to involve in the development of the PRFT, as well as preliminary issues the PRFT would need to address. Existing base mapping and data including previous, current, and planned projects affected by the PRFT were gathered and provided by the City.

***Inventory and Analysis*** – A thorough review of the City’s existing infrastructure and utilities; existing and planned land uses; existing land ownership; existing multi-use recreation opportunities; and geological, biological, cultural, and environmental resources—which included an inventory of their respective locations and relative conditions—was conducted. Base data maps were developed to illustrate the compilation of the City’s opportunities and constraints and their impacts on subsequent park and recreation planning efforts. This information provided the basis for the development of a preliminary master plan and was presented at the second stakeholder advisory group meeting and the first public meeting/workshop for review and comment.

***Current Conditions and Facilities*** – A thorough review of the City’s existing park and recreational facilities was conducted and included an inventory of specific facilities and their relative conditions.

***Values/Issues/Needs Identification*** – Current and future values, issues, and needs related to the development of the PRFT were identified by the stakeholder advisory group members and the community. The stakeholder advisory group and community were given the opportunity to identify values, issues, and needs at the first two stakeholder advisory group meetings and the initial public meeting, as well as through a community-wide needs assessment survey and communications with City staff.

***Public Participation*** – One public meeting and two stakeholder advisory group meetings were conducted at strategic project milestones to provide opportunities for community input, discussion of issues, and comments in relation to the PRFT. The stakeholder advisory group served as the primary conduit for user-specific technical information and project issues and concerns. The public meeting and stakeholder advisory group meetings provided an understanding of the general public’s and various stakeholders’ values, issues, and needs for the types of recreational opportunities the City should provide for its citizens. In addition to the meetings, a recreational needs assessment survey was mailed to 4,000 randomly selected households within Avondale to measure opinions and attitudes about parks and recreation programs, facilities, and activities. A total of 214 surveys were received (for a 5.4 percent response rate) with a margin of error of plus or minus 6.5 percent at a 95 percent level of confidence.

***Benchmark Survey*** – A benchmark survey, including five other comparable cities around the United States, was conducted to assess the level of park and recreation facilities and programs those cities provide for their citizens in comparison to the City of Avondale. While the components and character of park and recreation systems for each city are unique to their environmental setting, resources, and demographics, the results of this benchmark survey provided a basis for comparing desired quality-of-life determinates and lifestyles as it relates to future parks, recreation, and leisure for the citizens of Avondale.

***Vision, Goals, and Objectives*** – Based on the values, issues, and needs derived from public, stakeholder advisory group, and City staff input received at each meeting, a Vision Statement and Goals and Objectives were developed to create the basis for a preliminary master plan.

***Preliminary Master Plan*** – The *Preliminary Master Plan* was developed based on the opportunities and constraints of the City’s natural and physical resources; the vision, goals, and objectives developed through the identification of the community’s and stakeholders’ values, issue, and needs; and the needs assessment and benchmark survey results. The *Preliminary Master Plan* was presented at a City Council Work Session and to City staff to provide the opportunity to review the initial synthesis of the key master plan components. Comments received from the City Council and City staff were addressed and incorporated into a final master plan.

***Final Master Plan*** – The *Final Master Plan* was developed based on the comments received on the *Preliminary Master Plan*. Comments from the *Preliminary Master Plan* presentation were incorporated into the *Final Master Plan*, which includes a wide spectrum of park and recreation opportunities that are compatible with the natural, physical, and cultural resources of the City. The *Final Master Plan* was presented to the City Council for final review and approval and is meant to serve the City’s future parks, recreation, and trails needs relating to daily recreational activities, special events, and potential environmental tourism.

This PRFT report provides a guideline for the City as it moves forward in implementing the proposed parks, recreation facilities, and trails that are illustrated on the City of Avondale *Parks, Recreation Facilities & Trails Master Plan*. This report has been developed to provide an overview of the master

planning process, the public input received during the process, and the proposed park and recreation needs for a projected population of 101,539; this overview is presented in the following sections:

- 2.0 Inventory and Analysis
- 3.0 Existing Park and Recreation Facilities Evaluations
- 4.0 Public Participation Program
- 5.0 Vision, Goals, and Objectives
- 6.0 Park and Recreation Facilities Needs Assessment
- 7.0 Park and Recreation Facilities Development Program
- 8.0 Park and Recreation Facilities Implementation

## 2.0 INVENTORY AND ANALYSIS

### 2.1 Introduction

The purpose of the Inventory and Analysis phase of the master planning process is to identify the City's physical, cultural, and environmental resources, as well as the current and planned land uses and ownership that would influence the development of future parks, recreational facilities, and trails. It provides the basis of understanding for the location and condition of existing and planned infrastructure and facilities, potential land use compatibilities, existing natural and cultural resources, and existing or concurrent planning studies.

A search of existing data, reports, studies, and plans were collected from a wide range of sources, including but not limited to:

- Arizona Archaeological Site and Survey Database
- Arizona Electronic Atlas
- Arizona Game and Fish Department
- Arizona State Land Department (ASLD)
- Bureau of Land Management (BLM)
- City of Avondale
- City of Goodyear
- City of Litchfield Park
- City of Phoenix
- City of Tolleson
- Federal Emergency Management Agency (FEMA)
- Flood Control District of Maricopa County
- Maricopa Association of Governments
- Maricopa County Assessor's Office
- Maricopa County Parks and Recreation Department

The information was obtained in various digital formats, including geographical information system (GIS) files, PDF files, and other electronic documents. In addition to electronic documents many hardcopy documents were also obtained. All relevant information collected was evaluated for its applicability to the development of the PRFT and incorporated appropriately.

### 2.2 Existing Plan Overview

Several key area master plans and studies have provided the basis for determining the direction the City, adjacent communities, and agencies have taken to establish new park and recreational opportunities and facilities in the West Valley to date. A review and evaluation of existing development and these key master plan studies, as well as their policy criteria and recommendations, have helped to establish an approach that provides a cohesive and integrated parks and recreation system for the City. The following is a list of documents reviewed and a summary of the information relevant to this planning effort.

#### ***City of Avondale General Plan Update – 2002***

The General Plan is the comprehensive planning document that provides the City with a vision to guide growth and development through 2012. The General Plan continues and updates the vision created and adopted by the citizens of Avondale in the 1990 plan and aligns with the requirements of the Growing Smarter and Growing Smarter Plus Legislation adopted by the State of Arizona as Arizona Revised Statutes (ARS) § 9-461.05. The plan incorporates by reference several documents, including the *City of Avondale Tres Rios Greenway Specific Plan (Tres Rios Plan)*, and includes several regional studies and plans as implementation tools of the plan. The General Plan document includes five sections that pertain to this planning effort: land use element, open space element, recreation element, circulation element, and the bicycling element.

The land use element identifies current planning issues Avondale faces, such as the identification of locations for parks, arts and cultural facilities, and other public facilities to serve new and existing residents; enhancement and maintenance of connections from development to open space areas within and adjacent to Avondale; and the open space, environmental opportunities, and transportation challenges presented by the South Planning Area, south of the Gila River. The General Plan identifies key goals, objectives, and policies, such as the creation of open space buffers between multi-use and low-density residential land uses and coordination with adjacent city and county governments to coordinate land use and transportation along Avondale's borders. Several goals of the land use element

identify objectives or policies to incorporate parks, open space, art, culture, and recreation facilities within future development to meet the diverse social, cultural, and quality-of-life needs of the residents.

The open space and recreation elements discuss the historical background of recreation and open space of Avondale's community as well as its existing community values. The purpose of these elements is to provide direction for recreation opportunities and open space preservation as the community transitions from a rural community into a suburban and urban community. The General Plan outlines goals, objectives, and policies to aid in retaining the rural character of the community and conserving its values, while meeting the needs of its current and future citizens. Additionally, the open space element identifies Avondale's unique natural setting as central to its identity and encourages the development and locating of parks, facilities, and trails adjacent to the Estrella Mountain Regional Park open space, the Tres Rios Greenway corridor, the Agua Fria, Salt, and Gila River corridors, and using existing and planned power line corridors and flood control features as trail connections. The open space element also requires, when practical and feasible, public access through private developments to provide direct connections to public resources and open space by creating shared multi-use linkages throughout and adjacent to the community.

The recreation element, using the level of service (LOS) approach as defined by the National Recreation and Parks Association (NRPA), identifies that the City provides an LOS of 2.5 acres per 1,000 population for each of the following: unimproved open space, district parks, and city-wide parks, with an undefined LOS for neighborhood parks. This provides a total LOS of parkland and open space of plus 7.5 acres per 1,000 population for Avondale. This is widely due to the inclusion of river corridors and the Estrella Mountain Regional Park in the LOS calculations for open space. *The recreation element notes that the City does not meet its parkland standards for the projected LOS identified and notes the need for a recreation needs assessment to determine the types of facilities desired by the citizens.*

The circulation and bicycling element of the General Plan targets the need for a multi-modal transportation system in line with the land use element that encourages the development of a safe, efficient circulation system which includes an interconnected street and pathway network accessible and friendly to all modes of travel. This includes the use of bike trails, pedestrian trails, and sidewalks as connections between existing and planned parks, schools, residential areas, and other destinations. The General Plan also calls for the development of a bicycle plan for Avondale to aid in the creation of a connected system of bikeways designed to contribute to safe mobility, encourage commuter cycling, and support recreational bicycle use that considers connectivity between land uses, open space, and destinations of recreation.

The PRFT, through planning tools such as needs assessment and benchmarking surveys, as well as community input, identifies the recreational needs desired by the citizens, updates and revises the City's General Plan park and recreation standards based on these needs, and identifies implementation recommendations based on current population projections and future growth areas.

### ***City of Avondale Tres Rios Greenway Specific Plan – 1997***

The Tres Rios Plan, as incorporated by reference into the General Plan, is a regional open space and trails plan that focuses on the three rivers that traverse Avondale: the Gila, Salt, and Agua Fria Rivers. The three rivers merge within the city boundaries and provide opportunities for open space, recreation, and non-motorized circulation throughout Avondale and the surrounding region. The Tres Rios Plan aligned with the regional transportation plans that existed at the time of its publication, including the Maricopa County Parks and Recreation Sun Circle trail system. The Sun Circle trail system was later incorporated into the current *Maricopa County Regional Trail System Plan* described below. The main purpose of this document is to guide the development of a regional trail system within the river corridors in a manner that is ecologically sensitive but that still allows for recreation and transportation uses. The Tres Rios Plan recommends a 6-foot-wide multi-use trail with appropriate signage, lighting, and site furnishings throughout the greenway. The trail and adjacent land uses would be protected from flooding by the expansion of the current levee system.

The PRFT incorporates the Tres Rios Plan principles for providing continuous, key linkages throughout the corridor and between the greenway and other pathway and trail systems in the region.

## **City of Phoenix General Plan – 2001**

The main strategy employed by the *2001 General Plan for Phoenix* (Phoenix General Plan) is to understand how the growth in the Phoenix metropolitan area affects the ability of Phoenix to provide services to its citizens. To that end, the Phoenix General Plan ascribes a regional approach to local planning issues. The recreation, open space, circulation, and bicycling elements of the Phoenix General Plan have direct influences on this planning effort.

The recreation element of the Phoenix General Plan places Phoenix's more than 33,000 acres of parks and open space into five distinct categories. The City of Phoenix designates the over 132 traditional park sites as neighborhood, community, or district parks, and its open space is divided into mountain preserves and desert parks. Phoenix's public park and recreation system excludes parks within privately planned community developments since they are generally limited in their ability to provide recreational opportunities and open space needs to the public at large. According to the Phoenix General Plan, neighborhood parks have a service radius of 0.5 mile, serve a population of 4,000 to 7,000 people, and are typically 15 acres in size. Community parks have a service radius of 1.5 miles, serve a population of 20,000 to 50,000 people, are typically larger than 40 acres, and include facilities for programmed and unprogrammed activities and events. District parks generally provide for specialized activities or facilities, serve a population of 100,000 to 200,000 people from several communities, and are 200 acres or larger. Mountain preserves and desert parks are intended to be largely undeveloped, passive recreation areas but may include designated trails and trailheads, parking, picnic areas, and facilities that focus on conservation efforts or educational values of the area.

The recreation element also describes a planned functional network of urban, multi-purpose trails throughout Phoenix that "should connect with other trails and pathways at municipal boundaries." Included with the description are maps of proposed trail corridors through several villages, including Estrella but excluding Maryvale. The Estrella trail system map shows proposed trail connections with Avondale at Lower Buckeye Road, Broadway Road, Southern Avenue, and the Gila River. Although the Maryvale trail system map does not appear in the Phoenix General Plan, the park system map of Maryvale does show the West Valley Multi-modal Transportation Corridor (West Valley Corridor) along the Agua Fria River, which includes a planned trail connection between Phoenix and Avondale. The recreation element also supports the Phoenix General Plan circulation element, which expands pedestrian and bicycle access to transit facilities by adding paths and trails, shade trees, lighting and grade-separated crossings. This is also supported in the bicycle element, which increases bicycle access to destinations within Phoenix, as well as maximizes bike route connections to adjacent cities with on-street bike lanes or trails. The 1987 approved planned bikeway system included in the Phoenix General Plan identifies bike route connections to Avondale along Loop 101 (the Agua Fria Freeway) and along the Agua Fria River.

The open space element of the Phoenix General Plan highlights the importance of trails within the mountain preserves and desert parks, as well as "linear open space" and trail corridors composed of rivers, washes, drainage corridors, and canals. The City of Phoenix has a current standard of 1 square mile of city-owned open space land per 17,000 residents, and is funding acquisition through sales tax initiatives.

## **Goodyear General Plan Update 2003-2013**

The *Goodyear General Plan Update 2003-2013* (Goodyear General Plan) has two sections that pertain to this planning effort: (1) the non-motorized circulation section of the circulation element and (2) the open space element. The non-motorized section of the circulation element includes guidelines on trail system standards and utilizes the designations of Bike Lanes, Multi-Use Equestrian Trails, and Multi-Use Trails presented in the *2001 Parks, Trails, and Open Space Master Plan*. The open space element of the Goodyear General Plan divides "open space" into three distinct categories: Natural, Passive, and Active.

Natural Open Space includes washes, riverbanks, hillsides, and desert lands (either publicly or privately owned) that are meant to remain as unimproved, virtually undisturbed land for aesthetic and trail uses. Passive Open Space includes trail corridors, linear pathways, plazas, greenbelts, buffers, landscaped parkways, peripheral landscaped tracts, and water or lake features (either publicly or privately owned) that are meant to accommodate dog parks, agricultural activities, community gardens, aesthetic areas, linear routes for neighborhood electric vehicles (NEVs), and passive activities such as hiking, picnicking, bicycling, walking, and horseback riding. Active Open Space includes land set aside, dedicated,

designated, or reserved for improvements that accommodate and support recreational facilities including organized sports fields and courts, play areas, aquatic/pool centers, performing arts centers, community centers, and other special uses. Additionally, the Active Open Space category identifies four specific park types: Mini-Parks, ranging in size from 5,445 square feet to 1 acre; Neighborhood Parks, ranging in size from 5 to 10 acres; Community Parks, ranging in size from 25 to 50 acres; and Large Urban Parks/Sports Complexes, ranging in size from 50 to 100 acres.

The Goodyear General Plan uses the NRPA standards to define the LOS in number of acres of parkland per 1,000 population that a city should provide to its residents, which for a city the size of Goodyear should be in the range of 6.25 to 10.0 acres per 1,000 population. According to the Goodyear General Plan, the 'City of Goodyear's current standard is 10.26 acres of parkland per 1,000 population.

Based on the 2003 projected population growth, the Goodyear General Plan identifies the need for an additional 650 acres of parkland by 2013 and 3,500 acres of open space by the time Goodyear reaches its projected build-out population of 389,500. To more accurately forecast the City of Goodyear's ability to meet near- and long-term facility and acreage needs, the open space element also proposes to divide the city into four park planning areas: Camelback Road to Interstate 10 (I-10), I-10 to the Gila River, Gila River to Pecos Road, and Pecos Road to Patterson Road.

### ***City of Goodyear Parks, Trails, and Open Space Master Plan – 2001***

The master plan for the City of Goodyear's parks, trails, and open space system acts as an addendum to the 1998 Goodyear General Plan and identifies a community-envisioned plan based on ideas, information, values, and opinions gathered through public and advisory committee meetings that included community representatives, residents, members of the development community, business representatives, and public officials. An inventory of existing facilities and service areas for existing parks within Goodyear and the need for additional facilities, including a regional park/sports complex, four community parks, linear greenways, trails, and a dog park master plan, were identified as the results of the master plan study. The master plan also incorporates by reference the *El Rio Watercourse Master Plan*, as a means of restoring the Gila River to its natural state and creating a regional trail and greenway system, involving the cities of Avondale, Buckeye, and Goodyear. In addition, the master plan includes implementation and funding strategies to acquire, conserve, and protect open space, farmland, and desert, as well as to create and maintain trail and greenway corridors. The main purpose for designating lands for parks, trails, and open space is to ensure that the amount of land for the desired use is incorporated into new development planning.

### ***City of Goodyear Parks Master Plan Update – 2008 (not adopted)***

The *City of Goodyear Parks Master Plan Update* (PMP Update) includes a parks and recreation facilities needs assessment, which assisted in determining the standard park acreage and facility needs for Goodyear. The PMP Update establishes standards for seven classes of parks: Mini Parks, of a minimum 0.25 acre in size with a service radius of 0.125 to 0.25 mile, at 0.17 acre per 1,000 population; Neighborhood Parks, 5.0 to 10.0 acres in size with a service radius of 0.5 mile, at 3 acres per 1,000 population; Level 1 Community Parks, between 51.0 and 100.0 acres in size with a service radius of 3.0 miles, at 2.64 acres per 1,000 population; Level 2 Community Parks, between 40 and 50.0 acres in size with a service radius of 2.0 miles, at 1.36 acres per 1,000 population; and Regional Parks, over 100 acres in size with a service radius of a 30-minute drive time, at 3.09 acres per 1,000 population. LOS standards for Special Use Parks and Joint Use Facilities vary and may comprise any of the previous classes identified. The PMP Update identifies existing and proposed park and recreation facility locations, some of which their service areas extend into Avondale's boundaries. As of the City of Avondale PRFT publication date, the PMP Update has not been adopted; however, the information contained within it will be taken into consideration as the City of Avondale proceeds in implementing its PRFT recommendations.

### ***City of Litchfield Park General Plan Update – 2001***

The *2001 City of Litchfield Park General Plan Update* states that with nearly 80 miles of existing or planned recreational pathways, Litchfield Park maintains more capital investment in multi-purpose paths per capita than any other municipality in the metropolitan region or state using a guideline of 1 mile of path to every 4 miles of local street system. The open space element states the need for continued cooperative planning with the Cities of Avondale and Goodyear to facilitate path connections to regional

centers such as schools, parks, and shopping areas. The City of Litchfield Park is dedicated to maintaining its historic resort-style character through the provision of open space, multi-purpose paths, and parks. The City of Litchfield Park is also dedicated to creating a regionally integrated pathway system, which cannot be realized without the City of Avondale's cooperation in siting shared linkages between the two municipalities. The Avondale PRFT identifies trail connections between Litchfield Park and Avondale and evaluates any potential shared uses of recreational resources.

#### ***City of Tolleson General Plan – 2005***

The *2005 Tolleson General Plan Update* (Tolleson General Plan) includes the results of a citizen satisfaction survey in which 92 percent of the respondents rated the quality of life in Tolleson as "adequate or "superior." Their most liked aspect was the small, quiet, friendly-town feel of Tolleson despite its location in the middle of a large metropolitan area. The survey also reflects the citizens' desires for additional pathways and park facilities. The Tolleson General Plan identifies two existing community parks, provided through an intergovernmental agreement (IGA) with two school districts, in addition to two existing and one planned neighborhood park. The combined acreages (48 acres) of the two community park facilities provide an NRPA standard of 2.5 acres per 1,000 population for a population of 19,000. Likewise, the combined acreages of the three neighborhood park facilities provide an NRPA standard of 2.5 acres per 1,000 population for a population of 6,200. In addition to the existing park facilities, the City of Tolleson also provides recreation activities and programs through the Boys and Girls Club, the community/senior center, and the Tolleson library. The City of Tolleson intends to extend pathways to the city limits to connect with adjacent municipalities but does not specify where those linkages will occur. The City of Tolleson identifies that it will need to work closely with the Cities of Avondale and Phoenix to coordinate a regional, integrated open space and trail system. The PRFT identifies potential open space and trail connections between Tolleson and Avondale and evaluates any potential shared uses of recreational resources.

#### ***Flood Control District of Maricopa County El Rio Watercourse Master Plan Overview – 2006***

*El Rio Watercourse Master Plan* defines the existing Gila River and its limits, as well as the desired future form and function of the river from the confluence of the Agua Fria River on the western border of Avondale, extending west 17.5 miles through Goodyear and Buckeye, to State Route (SR) 85. The focus of the long-term plan is to maintain and enhance the natural functions of the Gila River through flood-control management and riparian restoration strategies. The plan also provides a funding mechanism for the multiple phases of the project and defines the type and form of development beyond the banks of the Gila River. It also limits the recreational opportunities allowed within the watercourse to non-motorized activities only.

Communities, in which the project is located, such as Avondale, are encouraged to develop recreational facilities and trails adjacent to and within the project boundaries. The PRFT identifies potential park and recreation facilities that can be coordinated with the development of the *El Rio Watercourse Master Plan*.

#### ***Maricopa County Association of Governments West Valley Multi-Modal Transportation Corridor Master Plan – 2001***

The primary purpose of the *West Valley Multi-Modal Transportation Corridor Master Plan* is to create a regional planning framework for a 42-mile shared-use trail network from New River Road to the confluence of the Agua Fria and Gila Rivers (West Valley Corridor). The shared-use trail corridor for pedestrians, equestrians, bicyclists, and other non-motorized trail users will provide universal accessibility to a variety of users of different abilities and ages. This network expands on the existing and planned river trail system to connect with other existing trail linkages and major public lands. These non-motorized multi-modal transportation trails take advantage, where possible, of locations that offer the community multiple benefits such as alternative transportation routes, recreational opportunities, wildlife habitat preservation, open space protection, and flood control.

Although not regulatory, the *West Valley Multi-Modal Transportation Corridor Master Plan* provides a concept, design guidelines, funding sources, and implementation tools for municipalities adjacent to the corridor to use when expanding their trail networks. The PRFT incorporates these guidelines to assist in providing regional connectivity throughout the West Valley corridor.

### ***Maricopa County Association of Governments (MAG) Desert Spaces Plan – 1997***

The MAG *Desert Spaces Plan* provides regional support, policy recommendations, and implementation tools for municipalities under MAG to use to protect and preserve open space while still allowing for development. The plan identifies key areas for protection and includes policy recommendations for the acquisition, management, and maintenance of open space. The plan divides open space areas prioritized for protection into two categories: Conservation and Retention. Areas classified as Conservation are generally highly sensitive areas, with characteristics such as steep mountains or riparian or wildlife habitats, and may contain valuable cultural resources. Recommended management policies would prohibit all types of development on areas classified as conservation land. Areas classified as Retention include upland Sonoran Desert, hillsides, and other riparian areas already in developed areas. Development that is deemed environmentally sensitive would be allowed in areas classified as Retention, but only with strict oversight.

Many municipalities, such as Avondale, have incorporated by reference the policies of the Desert Spaces Plan into their general plans. The PRFT incorporates many of the tools presented in the Desert Spaces Plan relative to the coordination of the regional trail system.

### ***Maricopa County Open Space Report, Comprehensive Plan Element, and Trail System Plan – 2001***

The *Maricopa County Open Space Report* and the *Comprehensive Plan Element* provide regulatory policy for unincorporated lands within Maricopa County and policy guidelines for incorporated areas. Both documents call for clustered development on private land and stricter management policies on public land not yet protected with amendments, easements, or restrictions. One of the main goals of the report and plan element is to establish regional open space connectivity and linkages for both recreation and wildlife. This includes the Maricopa County Regional Trail System, including the Sun Circle Trail; the regional trail system links the eight major parks within the Maricopa County park system. In Avondale, this connection would be from the Estrella Mountain Regional Park, along the Agua Fria River/West Valley Corridor, toward Lake Pleasant and the White Tank Mountain Regional Park. The *Maricopa County Regional Trail System Plan* incorporates the *West Valley Multi-modal Transportation Corridor Plan*.

### ***Arizona Statewide Comprehensive Outdoor Recreation Plan – 2008***

The *Statewide Comprehensive Outdoor Recreation Plan* (SCORP) for Arizona is a federally mandated document that is required for the state to receive federal Land and Water Conservation Fund (LWCF) monies and that guides the distribution of those monies to state, regional, and local agencies by identifying public and agency preferences and priorities for outdoor recreation activities and facilities. The SCORP makes recommendations to the Arizona State Parks Board (ASPB) through the Open Project Selection Process for the prioritization of the LWCF, the Local, Regional and State Parks (LRSP) Heritage Fund (ARS § 41-503), and the Trails Heritage Fund. The ASPB also administers the federal Recreational Trails Program (RTP) for motorized and nonmotorized trails (23 United States Code 206), the State Off-Highway Vehicle Recreation Fund (ARS § 28-1176), and other grant programs for open space and park acquisition and development of recreation and trail facilities. The LRSP Heritage Fund helped construct Pendergast Park in Avondale, and that grant is a potential source of funding for the implementation of the PRFT goals.

## **2.3 Land Use and Land Ownership Overview**

In addition to the review of existing plans and studies for the development of the PRFT, an analysis of the existing and planned land uses and existing land ownership was conducted to determine the most desired and compatible siting locations for new park and recreation facilities. Existing and planned land uses were identified within the City's 2002 General Plan planning boundary for this PRFT. This planning boundary includes the city limits north of the Gila River as of November 2008. The study area for this PRFT does not include the City's South Planning Area, south of the Gila River. This analysis included three main categories: Existing Land Use, Planned Land Use, and Land Ownership and documents land use, legislative designations, and land management that occur within the study area.

### ***Existing Land Use***

As described in the General Plan, the majority of existing land use (58 percent) remained undeveloped in 2000 with the predominant use of this undeveloped land being agriculture. Typical of the evolving

suburban/urban landscape of the Phoenix Metropolitan area, the rural agricultural lands are giving way to medium-density residential use and becoming equivalent uses within Avondale as depicted in Figure 1, *Existing Land Use*. The majority of land use north of the Gila River is quickly becoming residential, with commercial, quasi-public, and recreation land uses interspersed among the residential development. Existing industrial land use occurs mostly along the Agua Fria River corridor south of Indian School Road, Van Buren Street, and Broadway Road. In 1995, the third-largest land use category was water (that is, areas of floodways, floodplains, drainage structures, and canals). These areas have become increasingly important throughout the West Valley as a means to provide regional open space connectivity. The majority of existing vacant lands are located south of Buckeye Road along the Agua Fria and Gila Rivers, mostly within the FEMA 100-year floodplains. There are no land use designations for parks or open space included on the existing land use map. The only existing recreation land uses are indicated between Van Buren Street and Buckeye Road from the Agua Fria River to Avondale Boulevard, and at the southeast corner of the study area.

The following categories of existing land uses were identified based on information contained within the City's 2006 Transportation Plan (Figure 1, *Existing Land Use*).

**Agriculture** – identifies areas where the existing land use is cultivation of land for agricultural or ranching purposes.

**Residential** – refers to all density levels of residential development (that is, rural, low-density, medium-density, and high-density single and multi-family).

**Commercial** – includes commercial areas with retail and service-oriented businesses.

**Industrial** – refers to industrial areas for manufacturing, warehouse, research uses, business parks, and office/warehouses.

**Quasi-Public** – includes schools, churches, cemeteries, municipal, agency, and other utility facilities.

**Rail Road** – refers to areas adjacent to the Southern Pacific Railroad corridor used for transporting goods via railroad.

**Recreation** – denotes areas where neighborhood, community, or agency lands are located for recreational purposes.

**Other Landuses** – denotes areas where the land use has been undefined.

**Utilities** – identifies areas for private and public utilities

**Vacant** – refers to areas that are not being utilized for active uses and remain undeveloped.

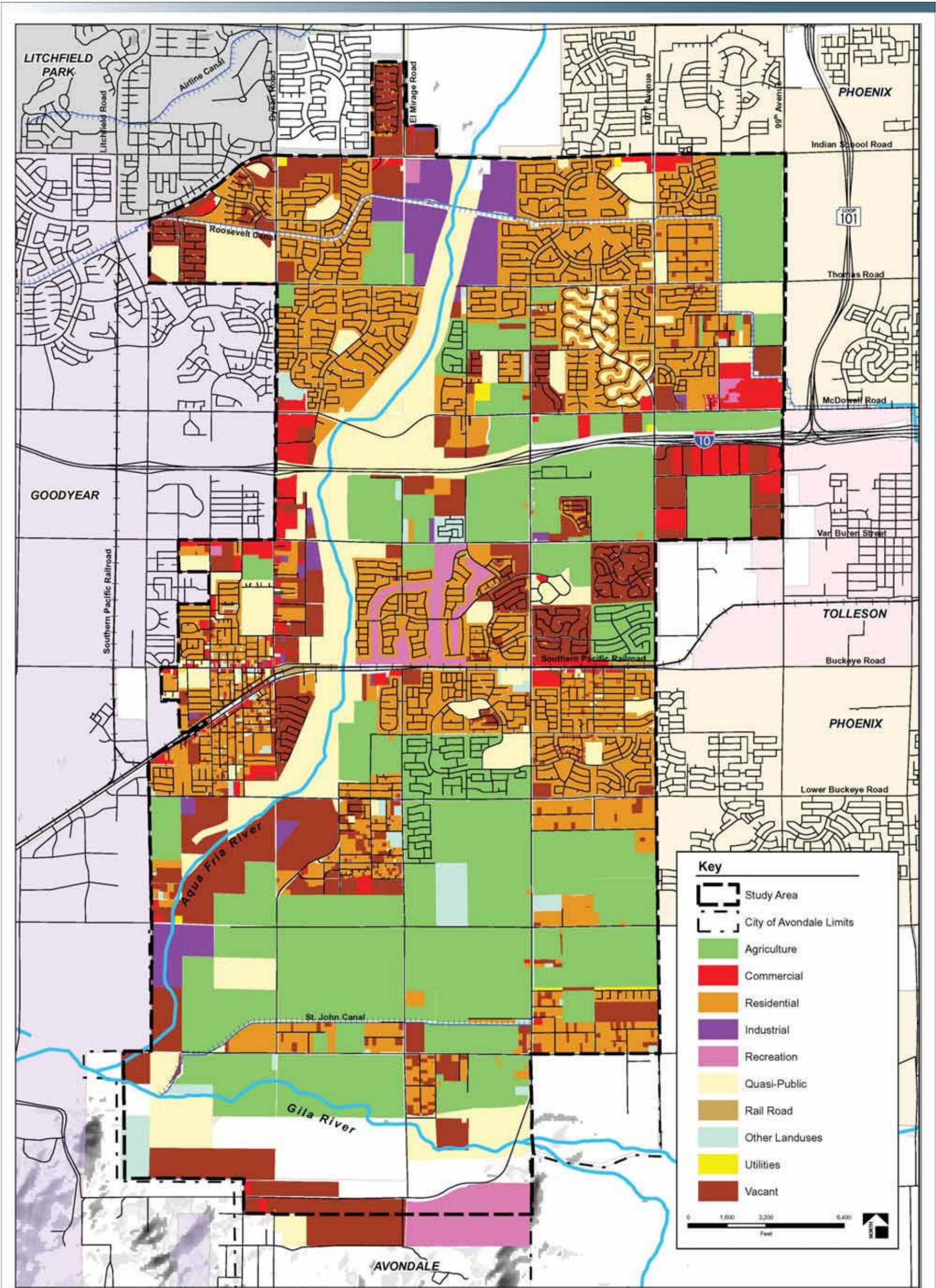
### **Planned Land Use**

This category includes all general and specific planned land uses not otherwise identified in existing land uses. The source of the planned land use information is from the City's 2002 General Plan (Figure 2, *Planned Land Use*).

According to the General Plan, most, if not all, agricultural lands are being replaced by varying levels of residential development (that is, rural low density, low density, medium density, medium high density, high density, and multi-family residential). The majority of land use south of Lower Buckeye Road is rural low density and low density residential. The majority of land north of Lower Buckeye Road is medium density residential with the majority of employment, mixed use, commercial, and freeway commercial land uses located between Van Buren Street and McDowell Road. Additional 0.5-mile corridors of these land use types are located on the west side of the Agua Fria River between McDowell and Buckeye Roads and west of 99th Avenue between Indian School and McDowell Roads.

Public facilities land uses are interspersed throughout Avondale from Indian School Road to Southern Avenue. The majority of open space land use areas are incorporated within or adjacent to the Agua Fria and Gila River corridors, with the City's existing and planned parks interspersed between Indian School Road and Broadway Road.

As new development occurs south of Lower Buckeye Road, it is important to identify additional open space areas for neighborhood and community parks to serve the needs of residents that will be living in this area of the city.



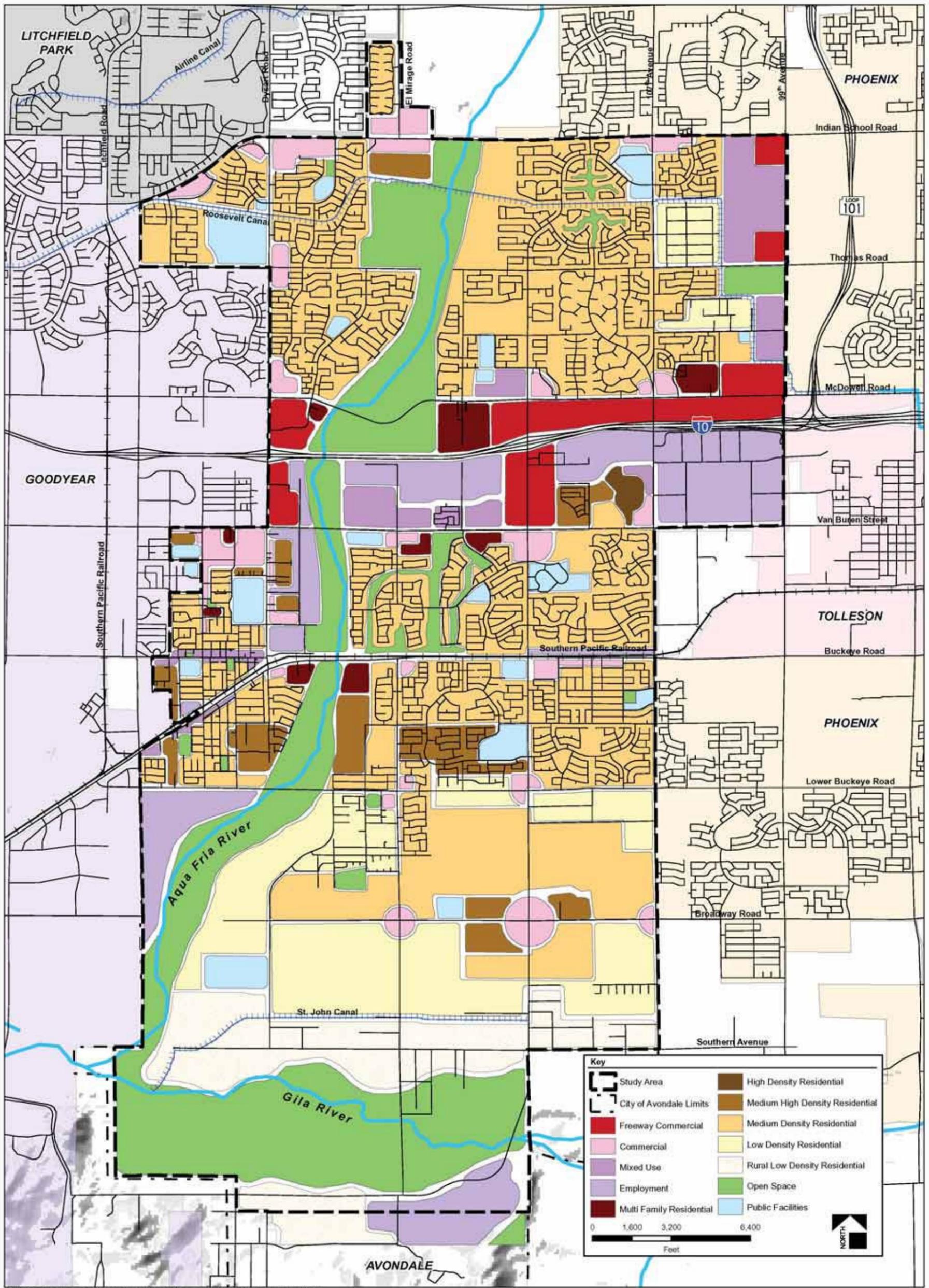
Source: City of Avondale Transportation Plan, Arizona (2008); City of Avondale General Plan, Arizona (2002)



# Parks, Recreation Facilities & Trails Master Plan



Figure 1. Existing Land Use



Source: City of Avondale Transportation Plan, Arizona (2006), City of Avondale General Plan, Arizona (2002)



## Parks, Recreation Facilities & Trails Master Plan



Figure 2. Planned Land Use

### **Land Jurisdiction and Ownership**

The identification of land jurisdiction and ownership is important in determining future locations of park and recreation facilities as these relate to potential measures and mechanisms the City will need to utilize in implementing the PRFT. As identified from the 2008 Arizona Land Resource Information System digital database, Figure 3, *Land Ownership*, illustrates the current locations of privately and publicly owned lands within the study area. Over 95 percent of the land within the study area is privately owned, which will influence the cost of developing new facilities since the opportunities for partnering with other public landowners (for example, BLM) may be limited. However, BLM owns more than 400 acres south of the Gila River west of El Mirage Road, as well as a smaller parcel of land east of the Agua Fria River south of Indian School Road. The opportunity to secure parkland in this area through Recreation and Public Purposes Patents (R&PP) or BLM's land disposal process may assist in meeting the future recreational needs of the City.

In addition, ASLD owns two parcels of land south of the Gila River between Dysart Road and Avondale Boulevard. The Arizona Game and Fish Department also owns land adjacent to the Gila River on both sides of Avondale Boulevard. While ASLD lands may be purchased when they are brought to auction, land acquisition costs would require that the City expend limited park and recreation resources on acquiring land rather than developing new recreational facilities.

Other publicly held lands located within or adjacent to the study area include the Estrella Mountain Regional Park, which is owned by Maricopa County and managed by the Maricopa County Parks and Recreation Department, and a number of City-owned parcels throughout the city, many of which are used for municipal services such as parks, offices, and community services.

## **2.4 Multi-Use Recreational Opportunities**

In addition to the land use and ownership analysis, an inventory of existing and planned parks, non-motorized trail facilities, public facilities, and open spaces within the study area was conducted. Elements identified in this inventory included existing and planned open space and parks, existing golf courses, existing elementary and secondary schools, public facilities, and police and fire stations. Trails identified included planned multi-use/equestrian trails, multi-use trails, bike trails, pedestrian trails, and open space trail linkages. In addition, existing bike lanes and the existing and planned Maricopa County regional trail system and Estrella Mountain Regional Park trails were identified. This information was compiled graphically in Figure 4, *Multi-Use Recreation Opportunities Analysis*. The following multi-use opportunities were identified during this analysis.

### **Public Parks**

Twelve existing parks and one planned park, owned and maintained by the City are located within the study area. These parks are currently categorized as follows: two pocket/specialty parks, eight neighborhood parks, two regional parks, and 72 acres of open space at Crystal Gardens. Most of the parks, excluding the pocket/specialty parks and Crystal Gardens, include recreational amenities such as picnic areas, ramadas, children's play areas, and basketball courts. The two regional parks also include ballfield complexes. Additionally, there is one public golf course located within the city, and Estrella Mountain Regional Park is located to the southwest of the study area.

### **Open Space**

Open space includes land dedicated, designated, or reserved as city open space, private open space within subdivisions, and open play areas within city parks that function as recreational amenities, visual spaces, habitat areas, or flood control. In addition, the Estrella Mountain Regional Park and Gila River/El Rio Restoration Project provide large open space and multi-use recreational opportunities and destinations. ASLD lands south of the Gila River are accessible for recreational use with a fee-based use permit. Typically, permits are issued for the purposes of hiking, equestrian use, bicycling, rock climbing, and all-terrain vehicles. Hot-air ballooning is also a permitted use on ASLD lands.

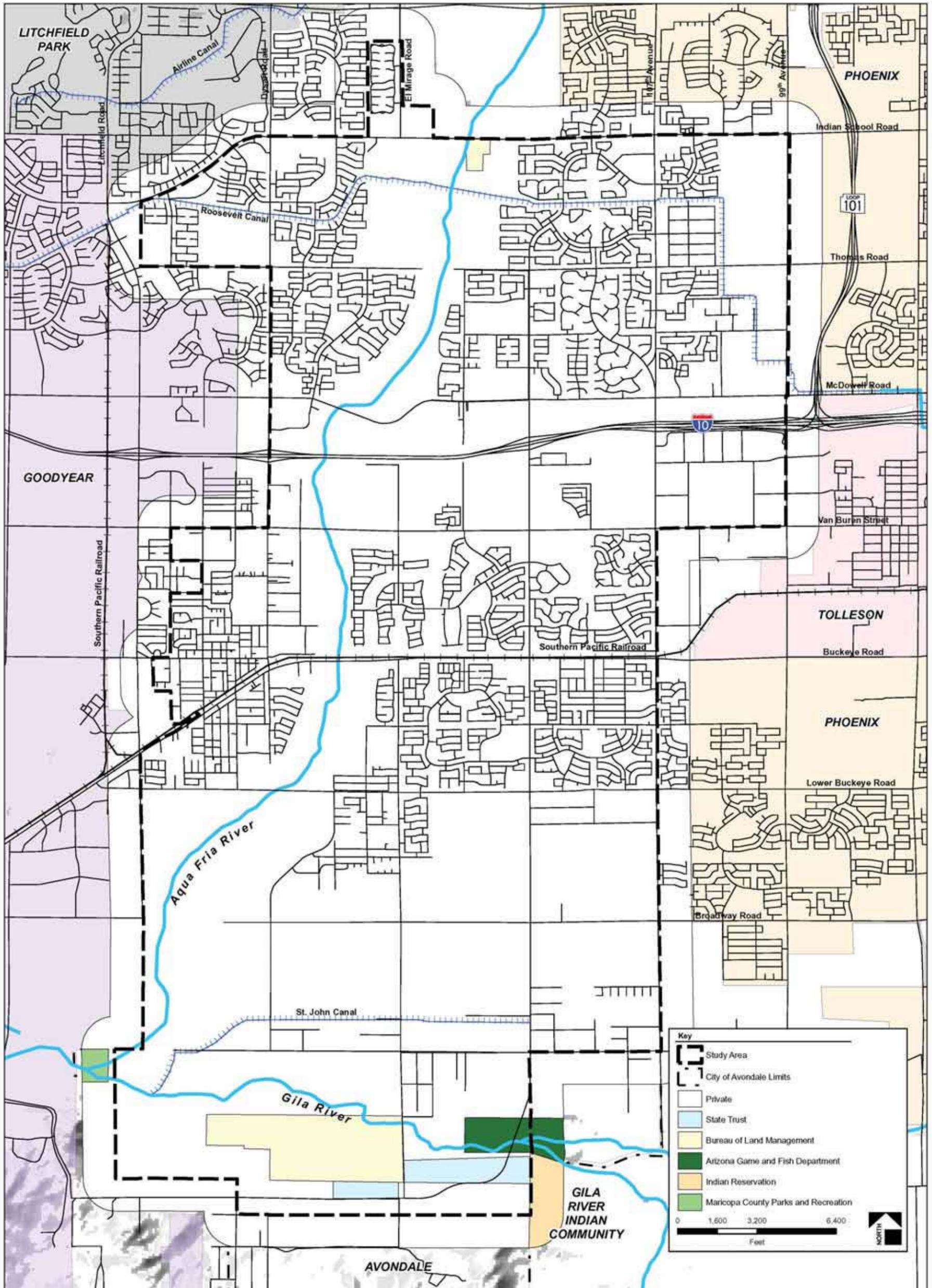
***Trails and Bike Lanes***

The Maricopa County regional trail system, which joins multi-jurisdictional open space projects and trail systems throughout the county, traverses through Avondale in several areas, including along the Roosevelt Irrigation District Canal, the Agua Fria River, and the Gila River. The City's 2006 Transportation Plan identifies the routes of existing and planned bike lanes that generally follow mile and half-mile streets and that are designated by pavement markings and signs along the edges of paved roadways outside the travel lanes.

The General Plan also identifies an expanded network of multi-use, pedestrian, and bike trails that generally follow the river corridors (serving as reaches of the Maricopa County regional trail system), canals, and power transmission lines. These trails and bike lanes provide non-motorized public access as well as recreational use throughout the city.

***Other Planning Considerations/Opportunities***

Other considerations and opportunities that may influence the development of the PRFT included an evaluation of the current environmental and planning considerations relative to the City's natural and cultural resources, population trends, future growth areas, and regional competitiveness. In addition to these, an understanding of the City's existing and planned infrastructure (utilities and transportation) and drainage patterns provided a basis for identifying appropriate areas for new park and recreation facilities that would serve the existing and future population of the city.



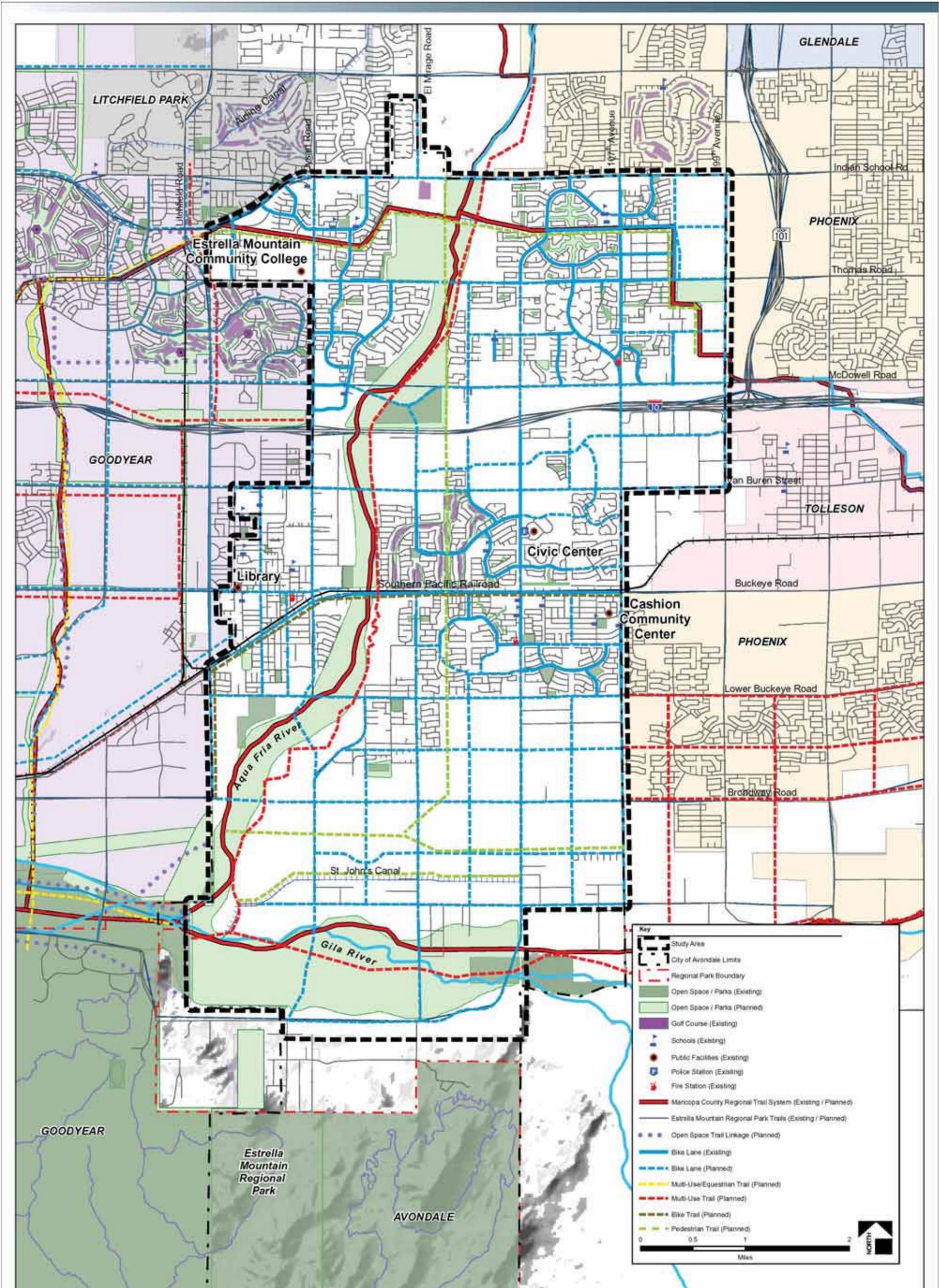
Source: Arizona State Land Department (2008), City of Avondale Transportation Plan, Arizona (2006)



## Parks, Recreation Facilities & Trails Master Plan



Figure 3. Land Ownership



Source: Maricopa County Assessor (2005), City of Avondale Transportation Plan, Arizona (2006), City of Avondale General Plan, Arizona (2002), Draft City of Goodyear Parks Master Plan Update (2006)



# Parks, Recreation Facilities & Trails Master Plan



Figure 4. Multi-Use Recreation Opportunities Analysis

## 3.0 EXISTING PARK AND RECREATION FACILITIES EVALUATIONS

An inventory and analysis of the existing parks was undertaken by City staff to identify the types and numbers of facilities and amenities each park has and their current conditions. This inventory and analysis provides the initial basis for identifying potential deficits within the existing park and recreation system. This inventory includes all existing and planned public parks within Avondale. It identifies each park facility, its classification, physical land size, and assessment of conditions as identified in Table 3.1, *Existing and Planned Recreational Facilities Inventory and Evaluation*.

### 3.1 Evaluation Overview

All available existing data pertinent to the City's recreation facilities has been identified and evaluated through site visits to each park and recreation facility as shown in Figure 5, *Existing and Planned Park Facilities*. An inventory matrix was developed and utilized to assist in documenting the type, amount, and condition of each of the park facilities. This information also includes proposed facilities at one existing regional park site and one planned neighborhood park site and is summarized in Table 3.1, *Existing and Planned Recreational Facilities Inventory and Evaluation*.

Each facility, activity, and amenity was evaluated according to its recreational function and condition as identified in the following categories and shown in Table 3.1.

**Access** – identifies the means by which park users may access the site.

**Active Play Recreation** – refers to active, informal, individual, or group play amenities such as play areas, tot lots, or open play grass areas that allow for pickup games.

**Organized Play Recreation** – refers to active, formally organized team sport facilities such as sport fields, sports courts, and other activities supportive of leagues and tournament play.

**Moderate Recreation** – generally includes more leisurely type activities such as bocce ball, horseshoes, fishing, hiking, biking, horseback riding, and indoor recreational activities that may be organized or unorganized, programmed or unprogrammed, or individual or group oriented.

**Site Amenities** – includes elements such as restrooms, ramadas, outdoor barbecue grills, picnic tables, benches, and drinking fountains that increase the user friendliness of the facility, enhance the user's experience, and/or encourage longer durations of park usage. It also includes an evaluation of existing maintenance level and Americans with Disabilities Act (ADA) compliance.

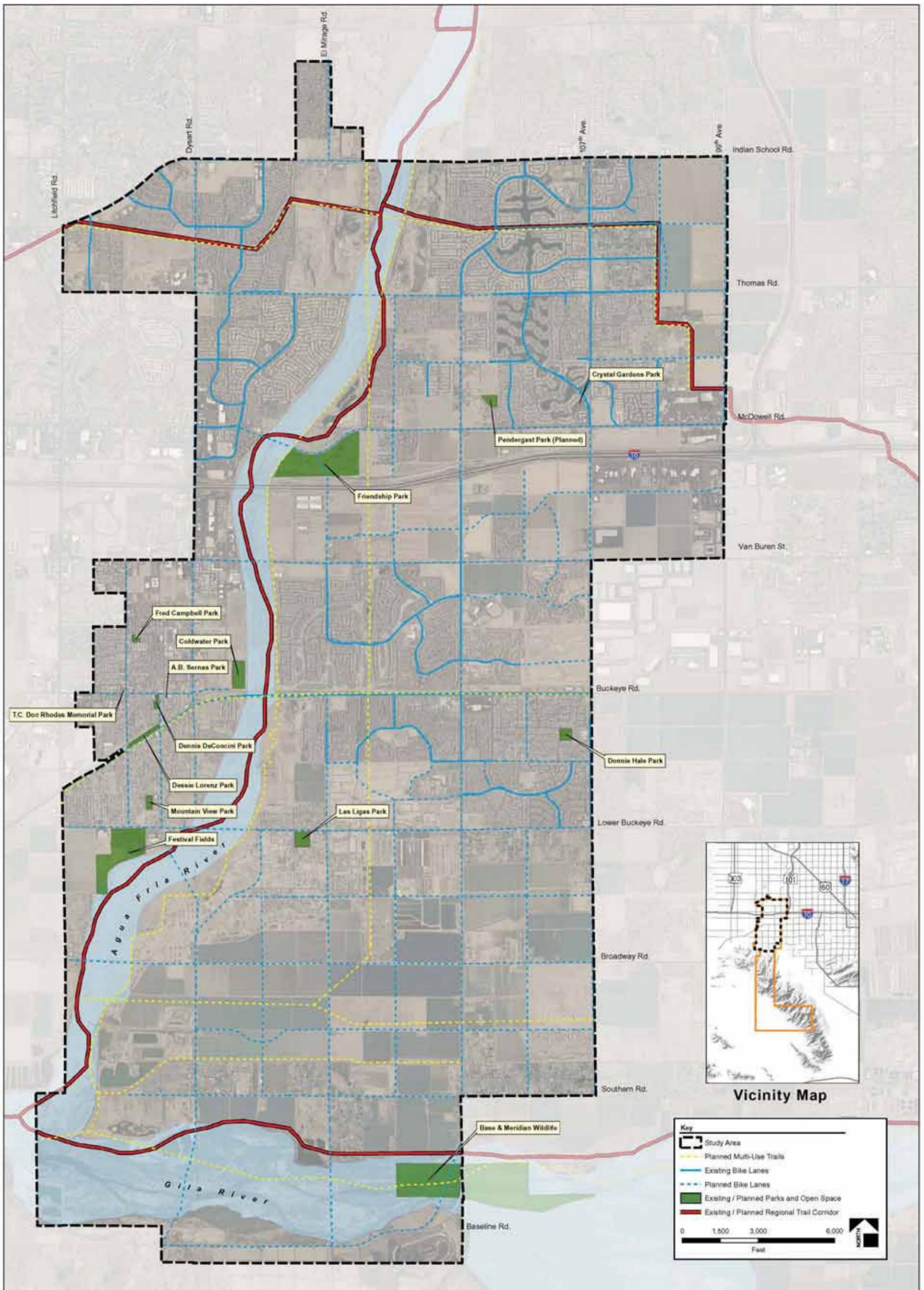
Table 3.1 also assists in identifying the facilities and amenities that need upgrading to enhance the user's experience and increase desired usage or that need updating to meet current codes and maintain acceptable levels of safety, accessibility, and service. Each facility, activity, and amenity was evaluated based on physical, locational, social, and usability considerations.

### 3.2 General Conditions

The need for upgrading and updating some of the existing facilities is largely due to the maturity of the facilities; long-term usage; over usage; impacts of undesirable activities; or the need to address certain standards and criteria that did not exist at the time of their initial development. Listed below are general, common observations that affect the majority, but not all, of these existing park facilities:

- Outdated, deteriorated condition or lack of shade ramadas and canopies, playground equipment, benches, and drinking fountains.
- Lack of or insufficient site amenities (that is, trash receptacles, benches, tables, barbeques).
- Lack of or insufficient pedestrian and/or ADA accessibility to use areas and amenities (for example, ramadas, play equipment, tables, grills, benches, drinking fountains, trash receptacles) within the park development.
- Lack of or insufficient security/site lighting that meets current Illuminating Engineering Society of North America (IESNA) or Crime Prevention Through Environmental Design (CPTED) standards for public recreational facilities.
- Vandalism and graffiti activities.





Source: Q3 Flood Data, Federal Emergency Management Agency, 1997, City of Avondale Transportation Plan, Arizona (2006)



# Parks, Recreation Facilities & Trails Master Plan



Figure 5. Existing and Planned Park Facilities

Four distinct levels of existing development conditions have been identified in the general overview of the City's existing parks and recreation facilities and are listed below.

**Level One** – consists of park facilities that function as pocket/specialty parks including T. C. Doc Rhodes Memorial Park and A. B. Sernas Plaza. These facilities are approximately 0.25 acre in size and function as small community rest nodes, seating areas, or plazas located adjacent to major street corridors and commercially developed areas. The main site access for these park facilities is from the adjacent on-street sidewalks that encourage cut-through pedestrian traffic. These park facilities appear to be underutilized due to their location adjacent to major street corridors that have no buffer zones and minimal site amenities.

**Level Two** – consists of park facilities that function as neighborhood parks including Dennis DeConcini, Donnie Hale, Fred Campbell, Las Ligas, and Mountain View Parks. These facilities range from approximately 1.5 to 8 acres in size and contain more site amenities than the Level One parks due to their larger size and function. These park facilities include shade ramadas, picnicking, and play area/tot lot play equipment, sports courts, and open play grass areas and are generally in fair condition. The majority of poor conditions found within these parks were due to age decline and lack of high visibility due to few or no houses facing the park. All parks have experienced a high rate of vandalism and graffiti to the existing amenities and facilities. Most of these parks need improvements in site lighting, age-group separation and safety upgrades for playground equipment, and ADA accessibility. Of all the Level Two parks, Dennis DeConcini Park had the most items rated as poor condition due to overuse and vandalism.

**Level Three** – consists of park facilities that function as new regional parks with community-level recreation facilities that serve a larger area than the immediate surrounding neighborhoods. The sizes of Level Three parks are approximately 80 acres each and include Festival Fields and Friendship Parks. These facilities are in good condition due to being the most recently developed within the City's park system and should be a measure of standard for future facilities developed throughout the city. Some poor conditions that result from these recently developed facilities are in direct relation to the amount and length of usage due to programmed field activities. Programming field activities with an adequate amount of time to allow the turf areas to rest in-between uses would help to sustain the turf for a longer amount of time. Some items that could increase the usability and/or enjoyment of the facilities include providing more ADA-accessible amenities (shaded tables, benches, and drinking fountains), age-group separation for playground equipment, and designated areas for overflow parking during large events.

**Level Four** – consists of park facilities that function as neighborhood parks or passive open space including Coldwater and Dessie Lorenz Parks and Crystal Gardens. Coldwater Park is approximately 12 acres in size and developed on an old landfill site. The overall condition of the park is poor due to lack of adequate ADA compliance, potential issues related to the amount of soil cover for turf grass and landscaping, upkeep of existing facilities and amenities, and vandalism.

Dessie Lorenz Park is approximately 4.5 acres in size and functions as a small open space area with seating areas and pathways. Similar to the Level One parks, Dessie Lorenz Park is located adjacent to major street corridors and commercially developed areas. However, it is much larger in size and has more site amenities. The main site access is from the adjacent on-street sidewalks. While it has good access and is well maintained, most of the site amenities are in poor condition due to underutilization by appropriate users, vandalism, and the presence of transients.

Crystal Gardens is a 72-acre open space area integrated within residential development and includes an unpaved trail system. The City does not own this open space land but maintains the stabilized decomposed granite trails that surround the 19 existing lakes within the Crystal Gardens development. The trail corridors are in good condition but lack sufficient lighting for nighttime usage. Each lake is surrounded by residential lots that back onto the open space, lake, and trails.

The majority of issues that are affecting the conditions of the existing park facilities are due to location, over- or underutilization, lack of site amenities in good condition, and vandalism. These most common key issues are described below.

**ADA/IBC/CPTED Conformance** – There is a lack of or insufficient conformance to current ADA and International Building Code (IBC) requirements, and CPTED guidelines. These include, but are not limited

to, an accessible route of travel to areas that serve a “primary function,” such as picnic areas, playgrounds, sports courts, and other site amenities, and that have high visibility.

*Safety and Security* – Every park facility exhibits some level of vandalism and/or safety concerns that occur in public spaces today. Site lighting was insufficient or poor at some of the pocket/specialty and neighborhood parks. Utilizing CPTED principles such as providing sufficient lighting levels for the respective types of activities and encouraging citizen park patrol and user ownership may deter some of the negative activities and influences currently occurring. Developing new neighborhood parks that have residential properties that front onto the park would also assist in better surveillance of activities.

*Over- or Underutilized Facilities* – Site visits during the week indicated that most neighborhood and regional park facilities appear to be appropriately utilized with the exception of T. C. Doc Rhodes Memorial Park, A. B. Sernas Plaza, and Dessie Lorenz Park.

*Site Amenities* – Many parks do not have site access or pathways to designated use areas (for example, picnic areas, sports courts, drinking fountains) that meet ADA requirements. Many site amenities, including playground equipment, tables, and shade canopies, are in fair to poor condition due to vandalism.

*General Graffiti and Vandalism* – The highest level of vandalism and graffiti occurs in the Level Two park facilities that lack high visibility. Graffiti and vandalism are evident in all park facilities ranging from minimal to high intensity and are not correlated to the amount of over- or underutilization of the facilities within the park. Play area/tot lot equipment, ramadas, and concrete walkways are the items vandalized the most within these facilities.

*Maintenance* – Maintenance varies according to the type, size, location, and age of the facility. The older the facility, the more the wear and tear, and the more challenging the maintenance requirements have become. Compaction and/or nutrient depletion over time may be the cause of the turf conditions in some of the facilities. Vandalism, graffiti, and drainage issues present ongoing maintenance challenges.

The existing conditions shown in Table 3.1 are a result of facility age and user and maintenance related influences. All park facilities are well used, and the City’s Parks, Recreation and Libraries Department has done well in developing and maintaining these existing facilities at their current level. Renovation and upgrades of existing facilities can reduce the level of maintenance required and the usability and safety concerns, as well as, increase the level of user enjoyment.

Table 3.1 also identifies that the majority of existing park and recreation facilities lack sufficient organized play and moderate recreation facilities. While active play recreation elements appear to be sufficient in number, they lack the physical separation between age groups recommended by the current *Handbook for Public Playground Safety* published by the U.S. Consumer Product Safety Commission (CPSC) and by the U.S. Access Board’s *Summary of Accessibility Guidelines for Play Areas*.

Most site amenities are also provided in sufficient number for the service areas of the community they serve. This information, in addition to Section 6.0, *Park and Recreation Facilities Needs Assessment*, will provide the basis for Section 7.0, *Park and Recreation Facilities Development Program*.

## 4.0 Public Participation Program

### 4.1 Introduction

Providing opportunities for the citizens of Avondale to actively participate in the master planning process of its parks and recreation facilities was essential to the development of the City's PRFT. One public meeting, two stakeholder advisory group meetings, a city-wide needs assessment survey, and a short-form survey at the World Fest were conducted to identify the community's diverse interests, values, issues, and needs in an effort to provide a common vision for the development of park and recreational facilities throughout the city. The public and stakeholder meetings were also held to solicit the public's input on the preliminary park and recreation standards and the Preliminary Master Plan.

The following is a summary of each of the public and stakeholder advisory group meetings and the World Fest survey that, in addition to the needs assessment and benchmark surveys, provided the basis for the PRFT recommendations.

### 4.2 Public Meeting No. 1

On September 10, 2008, the first public meeting began with a welcome and introduction of the project. The objective of the first public meeting was twofold: (1) to introduce the study, its purpose and process, the schedule, and the City and consultant team members and (2) to receive input from the community on their values, issues, needs, concerns, and vision for the City's park and recreation system. The City posted notices of the meeting 1 week prior to the meeting at City Hall, Fire Station 172, and the Sam Garcia Library. Approximately nine participants were in attendance.

The solicitation of values, issues, and needs was initiated by a facilitator who asked participants what they valued most about the City of Avondale's parks and recreation system. The idea was presented that if they were to move away and come back 5 years later, what did they hope *would not have changed*? The following responses to this question assisted in identifying the community's values, which would drive the vision of the PRFT:

- Clean parks, restrooms, and facilities
- Convenient access to a variety of parks
- Family-oriented activities
- Buildings that provide a variety of options for different age groups and abilities in close proximity to each other
- Adequate shade structures
- Good enforcement of policies that promotes a feeling of safety and security
- No conflict of usage of the same facilities by different user groups
- Encourage larger, open recreation areas rather than pocket parks
- Convenient access to dog parks
- Walking within safe, lit areas
- Openness of City staff
- Long bike/hike routes without interacting with traffic

Similarly, the idea was presented that if they were to move away and come back 5 years later, what did they hope *would have changed*? The responses to this question assisted in identifying the community's issues as they relate to existing park and recreation facilities. The majority of the issues identified were described as items or ideas that are lacking in the existing parks and recreation facilities or recreation programs that are not available or currently offered due to facility or staff constraints.

Participants were asked what they needed or desired for their recreational enjoyment that currently was not being provided by the City. These included activities, facilities, or amenities that they were using elsewhere (another city or private enterprise) or not at all due to the lack of their availability:

- An indoor recreation multi-purpose facility/teen center
- Areas for family and group activities (particularly during the summer heat)

- A pool and water features (splash parks)
- Areas of activities for all age groups (older teen, adult, and senior)
- More outdoor lighted facilities (baseball, multi-purpose, basketball courts)
- Fields available for league play (adult baseball)
- A large pavilion with barbeque and picnic facilities, including food-prep facilities
- A greenbelt/recreation corridor along the Agua Fria River
- An upgrade to the existing trails
- A public golf course
- Areas for fishing
- Areas for unprogrammed activities (pickup games, open turf areas with backstop)
- Enough land for park development (to provide, for example, sufficient parking, unprogrammed areas, open space)

In addition, a meeting survey was distributed to the participants, which asked the following questions:

- What types of facilities or settings would you spend the most time using?
- What types of park facilities would you use?
- What amenities are the most important to include in a park?

Five completed surveys were received and following is a summary of the results.

- The majority of the respondents (80%) indicated that they would spend most of their time using recreation facilities for pickup games, open play, sports tournaments, and events.
- The types of facilities the respondents would use most (60% or greater) are play areas, tot lots, open picnic tables with barbeques, baseball fields, and special gathering/events/activity areas.
- The types of amenities respondents think are most important (60% or greater) to include in park facilities are trash receptacles, shade trees, drinking fountains, pathway/security lighting, benches, parking, picnic tables, grass amphitheaters, barbeque grills, bike racks, landscape berms/forms, drought-tolerant landscape plantings, and an emergency system.

Comment sheets were also provided for the participants to fill out and return at their convenience. Five comment sheets were returned and reflected the discussion and comments received during the public meeting.

Seventeen completed surveys/comment sheets were received at the World Fest held on September 13, 2008. Another 13 completed surveys/comment sheets were received with addresses from other cities. The majority of World Fest respondents who lived within Avondale (over 80%) indicated that they would spend most of their time in facilities that provided leisure and educational/interpretive opportunities. The types of facilities the World Fest respondents (over 58%) would use most are paved walking paths, fitness courses, special gathering/event/activity areas, natural interpretive areas, fishing lakes/ponds, sculpture/art gardens, indoor recreation facilities, sand volleyball courts, decomposed granite or unpaved trails, open picnic tables with barbeques, single-family picnic ramadas, and open grass play areas. The types of amenities respondents (over 58%) think are most important to include in park facilities are shade trees, picnic tables, trash receptacles, drinking fountains, pathway/security lighting, benches, landscape berms/forms, drought-tolerant landscape plantings, parking, barbeque grills, and an emergency system.

World Fest respondents desired more passive, leisure, and natural resource activities than did public meeting respondents. This could be an indication of the types of amenities and activities that draw visitors to Avondale or the types of interests World Fest participants have in common.

All public comments were compiled, and their input—along with the results of the meeting survey, World Fest survey, and needs assessment survey—provided the foundation for forming the vision, goals, and objectives of the PRFT. The results of the meeting survey, World Fest survey, and additional public comments from the first public meeting are included in Appendix A, *Public Participation Input*.

### 4.3 Stakeholder Advisory Group Meetings

The purpose of the Stakeholder Advisory Group meetings was to provide input, data, and guidance on the PRFT at key milestones in the master plan process. The stakeholders included a variety of passive and active special-interest group users, homeowner associations (HOAs), affected county and state agencies, and interested citizens. Stakeholders were identified by the City, and a representative from each was contacted and invited to attend and participate in the upcoming stakeholder advisory group meetings. The following is a brief description of each of the stakeholder meetings that were conducted.

#### ***Stakeholder Advisory Group Meeting No. 1***

On November 18, 2008, the City held the first stakeholder advisory group meeting. Approximately 10 stakeholder advisory group members were in attendance.

The objectives of this first stakeholder advisory group meeting were to:

- Provide the stakeholders an introduction to the project and an overview of the master planning process.
- Present to the stakeholders the physical inventory and analysis findings, including the City's regional context, slopes, land ownership, existing and planned land uses, biological and cultural resources, soils and geology, drainage and floodplains, infrastructure and utilities, and multi-use recreation opportunities.
- Provide a summary of the comments from the initial public meeting.
- Solicit values, issues, and needs specific to their specific user group or agency.
- Provide an overview of the needs assessment and benchmark survey results.
- Gather input on recreation facilities program criteria and standards required by their specific user group or agency recreation activities or interests.
- Receive input on the needs assessment and benchmark survey results, existing and future planning efforts, and user group and agency issues or concerns.

The solicitation of values, issues, and needs was initiated by a facilitator who asked participants what they valued most about the City's parks and recreation system, similar to how it was conducted at the first public meeting. An open-dialog session followed that provided the stakeholders an opportunity to share each of their own ideas and concerns about the recreation needs of their constituents.

The stakeholders were also asked to provide any additional base mapping data or additional information regarding their areas of concern and respective jurisdictions to assist in creating a solid foundation for the PRFT. The input received at the stakeholder advisory meeting, along with the needs assessment and benchmark survey results and the public input, provided the basis for developing the City's preliminary tailored park and recreation standards that were presented at the second stakeholder advisory group meeting. Comments received at the first stakeholder advisory meeting are included in Appendix A, *Public Participation Input*.

#### ***Stakeholder Advisory Group Meeting No. 2***

On January 14, 2009, the City held the second stakeholder advisory group meeting. Approximately 14 stakeholder advisory group members were in attendance.

The objectives of the second stakeholder advisory group meeting were to:

- Provide a review of the needs assessment and benchmark survey results.
- Provide an overview of public input received to date.
- Review the existing park and recreation facilities inventory and evaluation.
- Present the park acreage and recreation facility needs analyses.
- Present the preliminary tailored park and recreation standards for the City.

An information packet was distributed—which included all the public and stakeholder input to date, the existing park and recreational facilities inventory and evaluation, the summarized benchmark survey results for park acreage and trails and indoor and outdoor recreational facilities, the preliminary park acreage needs analysis, the preliminary recreational facility needs analysis for indoor and outdoor

facilities, and the preliminary trails needs analysis. The preliminary needs analyses identified the number of park acres and facilities required to meet the needs of the projected population of 101,539 based on the City's preliminary tailored park and recreation standards. A question and answer session followed the presentation of items mentioned above to discuss specific comments, concerns, and preferences.

The input received at the second stakeholder meeting along with the refinement of the City's preliminary tailored park and recreation standards were incorporated into the draft final standards presented at a Parks and Recreation Advisory Board (PRAB) meeting. A copy of the final Needs Assessment Survey Report is located in Appendix B, and the final Benchmark Survey Report is located in Appendix C.

#### **4.4 Parks and Recreation Advisory Board Meetings**

The first public meeting on September 10, 2008, was held in conjunction with a PRAB meeting. See Section 4.2, *Public Meeting No. 1*. The draft final park and recreation standards, along with the stakeholder advisory members' input and comments, were presented at a second PRAB meeting on February 11, 2009. An information packet similar to the one distributed at the second stakeholder advisory group meeting was presented to the PRAB for their review and comment. The PRAB also provided input on potential park and recreation facility locations and potential programming requirements they felt were necessary to meet the future needs of the City based on the draft final standards.

The input received at the second PRAB meeting, along with City staff direction, provided the basis for refining the City's draft final tailored park and recreation standards and developing the Preliminary Master Plan, both of which were presented at a City Council Work Session.

#### **4.5 City Council Work Session**

On June 15, 2009, the draft final park and recreation standards and Preliminary Master Plan were presented to City Council in a work session. The purpose of the presentation was to provide an overview of the master planning process to date; a summary of the needs assessment and benchmark surveys; an overview of the public's input and stakeholder advisory group's input; an understanding of the park and recreation facility needs, deficiencies, and tailored standards on which the PRFT is based; and the Preliminary Master Plan for discussion and comment. The proposed park and recreation facilities required to meet the City's population needs for 101,539 citizens and their recommended general locations were presented.

A question and answer session then followed the presentation to discuss council members' comments, concerns, and preferences to the items presented above that would provide a basis for developing the Final Master Plan. City Council input, along with City staff direction, provided the basis for developing the Final Master Plan.

## 5.0 VISION, GOALS, AND OBJECTIVES

### 5.1 Introduction

The development of a successful parks master plan is based on goals and objectives that once accomplished create a community vision and a quality of life reflected in the community's daily recreational activities. The vision describes the desired future of a community as it relates to parks and recreational opportunities and amenities. The following definitions assist in understanding how visions, goals, and objectives relate to one another and serve as the basis for implementing a plan.

#### **Vision**

A vision statement is a concise description of an image reflecting the values and assets a community considers important in terms of achieving their desired quality of life.

#### **Goal**

A goal is a concise statement describing the desired condition to be achieved and addresses key issues or needs relating to specific values required to achieve the vision.

#### **Objective**

An objective is a concise statement identifying a method or action that addresses a specific goal and causes it to be achieved. An objective should be measurable and time specific.

### 5.2 Vision, Goals, and Objectives

#### **VISION**

The City of Avondale provides a wide spectrum of recreational opportunities for all age groups and abilities which reflects Avondale's growing vibrant community. These recreational opportunities establish environmental well-being by providing safe, convenient access to the City's park and recreational facilities, as well as to its regional open space greenways. These opportunities address the active, passive, social, and cultural needs of Avondale's citizens and visitors and are family-oriented, well-maintained recreational facilities that serve as community and regional nodes. These facilities reinforce and establish the community's character, facilitate community involvement, and provide a sense of West Valley connectivity.

#### **GOALS AND OBJECTIVES**

**Goal 1: *Develop a comprehensive park, recreation facilities, and trails system that provides a wide range of passive and active recreational opportunities for all ages and abilities.***

- Objective 1.1: Develop a diversified recreational program that reflects the level and types of play, activities, and needs the community desires.
- Objective 1.2: Conduct attitudinal surveys periodically to ensure that the appropriate park and recreation facilities and activities are being provided and incorporated into future planning and development endeavors.
- Objective 1.3: Integrate open play turf areas that provide for unprogrammed play and leisure activities into all park and recreation facilities.
- Objective 1.4: Develop active park and recreation facilities that provide recreational opportunities for specific user groups and new and emerging recreational trends.
- Objective 1.5: Provide indoor and outdoor park and recreation facilities that provide relief from weather and climatic extremes, thereby promoting year-round play and park use.

**Goal 2: *Create a well-maintained, accessible, and contiguous parks, recreation, and trails system that will provide community and regional connectivity.***

- Objective 2.1: Establish park and recreation LOS criteria that ensure the location of parks, recreation facilities, and trails are easily accessible by all citizens.

- Objective 2.2: Develop and maintain continuous, accessible multi-use path and trail circulation systems that connect parks, recreation facilities, educational and economic centers, and community and regional destinations throughout the city.
- Objective 2.3: Establish open space and multi-use path and trail linkages to adjacent municipalities, and regional county, state, and federal recreational lands for convenient access.
- Objective 2.4: Develop well-designed parks and recreation and trail facilities to be as self-sustaining as possible and easily maintained.

**Goal 3: *Promote the development of parks, recreational facilities, and trails that encourage and support community and regional involvement and that serve as destinations.***

- Objective 3.1: Provide community gathering areas that facilitate and encourage community involvement, family-oriented activities, and social well-being.
- Objective 3.2: Develop and integrate areas for festivals, markets, and special events into park and recreation facilities that serve as community and regional destinations.
- Objective 3.3: Develop the Tres Rios Greenway open space to provide for recreational, educational, and environmental tourism opportunities.
- Objective 3.4: Develop a parks, recreation facilities, and trails system and recreation programs and activities that will enhance the City's economic well-being.
- Objective 3.5: Develop a marketing strategy that promotes the City's parks, recreation facilities, trails, festivals, and special events at the community, state, and national levels.

**Goal 4: *Develop safe, secure park and recreation facilities that reflect the character of the communities they serve.***

- Objective 4.1: Build, maintain, and upgrade park and recreation facilities to conform to both the most current local, state, and national building codes, ordinances, and acts and the most current industry standards and guidelines.
- Objective 4.2: Establish municipal, private, or volunteer services to monitor and patrol undesired activities at parks, recreational facilities, and open space areas.
- Objective 4.3: Develop a park, recreation facilities, and trails system that preserves, enhances, and reflects the culture and character of its communities.
- Objective 4.4: Develop and coordinate architectural and landscape aesthetics and signage to reflect distinct community identities throughout the city.

**Goal 5: *Develop land acquisition and funding strategies to provide parks, recreation facilities, and trails to the citizens of Avondale.***

- Objective 5.1: Prioritize new park land acquisition and improvements in areas where there are low levels of service and deficiencies.
- Objective 5.2: Explore private, public, and partnering funding strategies for the acquisition of new parkland and open space, for the development of new recreational and trail facilities, and for the operations and management of new facilities.
- Objective 5.3: Establish local, state, or federal public and quasi-public partnerships to acquire, dedicate, and conserve parkland and open space.
- Objective 5.4: Develop a prioritization process to master plan, design, and construct all new park and recreation facility improvements equitably throughout the city.

## 6.0 PARK AND RECREATION FACILITIES NEEDS ASSESSMENT

### 6.1 Introduction

The purpose of the parks and recreation needs assessment was to identify how the citizens of Avondale felt about the City's current level of service for park and recreation facilities and programs, goals for the City's Park and Recreation Department, and the various funding mechanisms available for new parks and recreation facilities and activities they would support. In addition, the needs assessment assisted in the identification and evaluation of the City's current and future level of service for community-wide park and recreation facilities in relation to existing park acreage and types and number of facilities and programs. The result of the needs assessment evaluations is to develop a community-wide park and recreation facility development plan that provides the most effective use of the City's current and future potential parklands and recreational resources.

An inventory and analysis of the existing and planned parks and recreational facilities, along with the benchmark survey, needs assessment survey, and the Public Participation Program (PPP) help to determine the need of park acreage and facilities within the city. These needs are quantified based on the organization of parks and recreation facilities by type and a review of regional park and recreation standards determined through similar parks and recreation systems benchmarking.

The future park acreage and recreation facility needs for Avondale were based on a population projection of 101,539 people. This population projection was provided by the City. These standards provide a benchmark for further review and comparison with citizens' needs and desires to determine an appropriate tailored standard for the City; they are presented in the following sections:

- Park Classifications
- Park Inventory and Analysis
- Future Park Acreage Needs
- Future Recreation Facility Needs

### 6.2 Park Classifications

The City's General Plan recreation element states that the City will provide parks based on NRPA standards and identifies neighborhood, district, city-wide, and pocket parks as having a combined service ratio of 10 acres per 1,000 population. The City's existing park and recreation facilities currently fall within the mini (pocket/specialty), neighborhood, and large urban (regional) NRPA park classifications. While they were typically developed to serve the general active and passive recreational needs of the current population, the General Plan also states that the City does not meet its projected service area ratios for parks. As of the initiation of this PRFT, the City has yet to develop any park acreage in the community park classification.

The organization of all existing and planned park and recreation facility acreages by their size and function provide the basis for determining the existing and future park facility acreage needs. For the purpose of this PRFT, the park and recreation facilities type, size, service level, and standard are identified in Table 6.1, *Park Classifications*. These classifications were identified through the PRFT planning process as the appropriate types of parks needed to provide the number and diversity of recreation facilities and activities the community desires.

This PRFT recommends that the City's park classifications, standards, and LOS (a total of 10 acres per 1,000 population) be further defined, as identified below, to better serve the diverse active and passive recreational needs of the population. Following Table 6.1 are descriptions of the PRFT-recommended park classifications that will provide a diversification of recreational opportunities typically found in mature, community-wide park and recreation systems.

**Table 6.1. Park Classifications**

<b>Facility Type</b>	<b>Desirable Size (Acres)</b>	<b>Service Level Standard (Radius)</b>	<b>Park Acres/1000 Population</b>
Mini (Pocket/Specialty) Parks	1/4 minimum	1/8–1/4 mile	0.00*
Neighborhood Parks	5–10	1/2 mile	1.00
Community Parks	30–80	3 miles	3.50
Regional Parks	80+	30-minute drive time	2.50
Joint Use Facilities	10–30	Varies	1.00
Public Open Space	Varies	Varies	2.00

\* Not considered part of the required standards

**Mini Parks**

Mini parks are generally a minimum of 0.25 acre in size and serve a specific small area or neighborhood within a 0.25-mile service radius. Mini parks usually have a specialized single function, such as for tots or senior citizens, or serve for general respite within medium- to high-density urban areas. They can provide meeting locations, landmarks, lunching locations, and way-finding features within an urban core and are located in a variety of areas within commercial and urban residential areas.

**Neighborhood Parks**

Neighborhood parks generally range in size from 5 to 10 acres and may serve one or more neighborhoods within a 0.5-mile service radius. Typically neighborhood parks function as neighborhood gathering places, where activities range from leisure activities such as picnics, family gatherings, and strolling to more intensive activities such as pickup or organized court and field games, jogging, and exercising. Neighborhood parks have the ability to define neighborhood boundaries and help to build distinct neighborhood character. Because they serve local neighborhoods, access to the park should be obtainable through the community path and trail system, and for this reason, parking is generally not provided.

**Community Parks**

Community parks generally range in size from 40 to 80 acres and serve several neighborhoods within a 3-mile service radius. Typically community parks provide a wide range of passive and active recreational opportunities for one or more groups of users and function as community gathering places. They typically include multiple lighted sports courts and sports fields for organized recreational activities such as softball, little league, or soccer tournaments and have the same amenities as neighborhood parks. Community parks may also provide areas for more specialized uses and amenities such as community centers, recreation centers, pools and aquatic centers, skate parks, restrooms, concessions, and group picnic facilities for 100–200 people.

Due to their potential for drawing high volumes of users for organized activities and special events, community parks are well suited for locations within commercial and industrial areas where traffic volumes and sports field lighting do not conflict with residential development. Additionally, community parks should be connected to the community and/or regional path and trail systems and should provide enough parking to accommodate their anticipated programmed activities and special events. Parking requirements for this type of park may range from 200 to 600 spaces depending on the composition of uses on site.

**Regional Parks**

Regional parks are typically 80 acres or more, can be reached within a 30-minute drive time, may contain a wide variety of recreational activities, and attract many types of users from a large geographic area. Regional parks may have a passive and/or active focus and include 3–5 sports field fourplexes oriented toward regional tournament play, an irrigation lake, large group picnic facilities for 200–400 people,

specialty-user group facilities (for example, skate parks, BMX parks, disc golf courses, go-kart tracks), indoor aquatic facilities, and multi-use recreational centers that may range in size from 60,000 to 100,000 square feet.

Regional parks may also include other City facilities such as public safety facilities and fire stations. Parking requirements for this type of park may range from 1,000 to 2,000 spaces depending on the composition of uses on site. It may have all or some of the amenities of a neighborhood and community park, while maintaining the majority of its acreage as undeveloped open space, and may include greenways and riparian corridors, recreational lakes, multi-use path and trail corridors, trailhead staging areas, or protected areas for cultural, historic, or archaeological resources.

Each of the park classifications mentioned above (that is, mini, neighborhood, community, regional) may be developed as one of the following park classifications based on the City's recreational needs and demands at the time of site-specific master planning and development.

### ***Special Use Parks***

Special use parks generally include designated single-use facilities such as aquatic centers, sports complexes, skate parks, dog parks, equestrian staging areas, golf courses, amphitheaters, cultural or social sites, and nature centers or preserves. They vary in size and service radius depending on use. Special use parks enhance the overall park system by providing unique opportunities that help to balance a diverse range of community desires.

### ***Joint Use Facilities***

Joint use facilities are typically a result of two entities combining their resources to address a greater need than they can address with their separate resources. They vary in size and service radius depending on use. Cities may develop joint use facilities for active and passive recreational activities such as sports fields, gymnasiums, meeting/classrooms, and open space areas. Partners may include school districts, state and federal agencies, and private entities. Joint use facilities include those facilities that have been developed by a public or quasi-public entity that are also available to the public on a full- or part-time basis to fulfill park and recreation facility needs.

## **6.3 Park Inventory and Analysis**

The inventory and analysis of the City's existing and planned park and recreation facilities, as described in Section 3.0, Existing Park and Recreation Facilities Evaluations, were evaluated according to the City's current park classification system and include facilities in the mini (pocket/specialty), neighborhood, and regional park, and public open space classifications listed in Table 6.1, Park Classifications. There are a total of two pocket/specialty parks, eight neighborhood parks, two regional parks, and 72 acres of public open space included in this analysis of City facility needs. This includes one planned 10-acre neighborhood park (Pendergast Park), the planned Phase II of Festival Fields, and Crystal Gardens (an open space park). The total acreage of the City's existing parkland (excluding Crystal Gardens) is approximately 208 acres. These City facilities and acreages are included in this analysis of needs for new park and recreation facilities.

### ***Existing Pocket/Specialty Parks***

There are two City-owned pocket/specialty parks within Avondale. These parks are approximately 0.25 acre in size and are characterized by a service area of a 0.25-mile radius. They are located in the mature northwestern portion of the city along Buckeye Road. Typically, this classification of park being developed today is being built by private developers and maintained by HOAs. The City has determined that they will not develop any pocket/specialty parks in the future since the public demand for them is nonexistent. This type of park may continue to be provided by developers as part of their open space requirements as approved by the City.

### ***Existing Neighborhood Parks***

Five of the eight existing neighborhood parks are located in the northwestern quadrant of the city, west of the Agua Fria River between Van Buren Street and Lower Buckeye Road. Two additional parks are located east of the Agua Fria River just south of Buckeye and Lower Buckeye Roads. A new park (Pendergast Park) is planned to be located north of McDowell Road, east of Avondale Boulevard, and will be a joint use park in coordination with an existing elementary school. There are no existing neighborhood parks located north of Thomas Road or south of Elwood Street. These neighborhood parks

range in size from approximately 1.5 to 12 acres and are characterized by a service area of a 0.5-mile radius.

The City has determined that they will be limiting their development of new neighborhood parks in the future since these types of amenities are largely being provided by private developers and being maintained by HOAs. It is expected that this park classification and standard will continue to be provided by developers as part of their park and open space requirements as approved by the City.

### ***Existing Regional Parks***

Two existing regional parks (Friendship Park and Festival Fields) are currently located within Avondale, along the Agua Fria River corridor, and are characterized by a 3-mile-radius service area. Friendship Park is approximately 80 acres in size and located just south of McDowell Road. Festival Fields (Phases I and II) is approximately 78 acres in size and located just south of Lower Buckeye Road. These two parks provide community-type facilities to the majority of citizens within the study area; however, there are isolated areas along the City's southern and eastern boundaries that are outside these service areas.

In addition, adjacent to the City's southwestern boundary is Estrella Mountain Regional Park that is owned and operated by Maricopa County. Estrella Mountain Regional Park serves many diverse user groups, including active and passive recreation activities, and serves as a regional destination point for a much larger service area within the county. Estrella Mountain Regional Park encompasses approximately 19,840 acres with a majority of the land being passive open space and can be accessed by arterial roads within the Avondale. Typical municipal regional parks generally range in size of 80-plus acres with a service area radius of a 30-minute drive time.

One of the recreational trends that has occurred in the last 20 years, and continues to develop, is the need for larger community park sites. Parks that range in size from 20 to 40 acres and were developed 15 to 20 years ago are found to be too small to support the wide spectrum of user groups today. For these reasons, it is a recommendation of this PRFT that Friendship Park and Festival Fields be reclassified as community parks and that new regional parks be developed to provide a minimum of 50 percent undeveloped or unprogrammed open space.

### ***Existing Public Open Space***

The City currently does not own any public open space areas that are not associated with municipal building complexes including the Crystal Gardens open space areas integrated within the residential development. However, the City does maintain the unpaved trail system located within the Crystal Gardens open space. It is a recommendation of this PRFT that Crystal Gardens be reclassified as private open space rather than a neighborhood park due to its jurisdictional ownership, size (72 acres), its function (passive, walking trails and lakes), and its lack of typical neighborhood park amenities (for example, play areas, picnic areas, sports courts).

## **6.4 Future Park Acreage Needs**

A benchmark survey was administered on behalf of the City of Avondale to assist in a comparative analysis of the City's existing parks and recreation facilities to those of other similar communities across the United States that represent different levels of existing populations. In consultation with City staff, ten potential cities that have received awards for having good park and recreation systems from the NRPA were selected and contacted to participate in the benchmark survey. A letter explaining the survey and its purpose was sent with a six-page benchmarking survey to each of the cities. After mailing the surveys, each city was contacted via telephone to verify that they had received the survey and to encourage their participation in the study. The following five cities responded with completed survey information. A copy of the Benchmark Survey Report is located in Appendix C.

- Bloomington, Indiana
- Canton, Michigan
- Chandler, Arizona
- Grand Prairie, Texas
- Santa Clarita, California

The cities that participated in the survey ranged in size from Bloomington, Indiana, with a population of 69,229 to Chandler, Arizona, with a population of 251,297. The average population of all the benchmarked cities in January 2009 was estimated at 147,776. In comparison, Avondale's population, as of September 2008 when the benchmark survey was conducted, was estimated at 75,000.

To better compare the parks and recreation facilities of cities with considerably different populations, responses were calculated per 1,000 persons (by dividing each City's responses by its population per 1,000 people). For example, the total number of little league fields the City of Grand Prairie has (14) was divided by 156.1, and the total number of little league fields Bloomington has (8) was divided by 69.2. Equalizing the responses in this way provides a clearer analysis for comparing the information on a per capita basis. The benchmark survey identified existing City-owned facilities irrespective of each City's future desired conditions identified within their individual parks and recreation master plans. Therefore, the survey only indicates their existing park and recreation service levels, not their *desired parks and recreation standards*.

The future needs identified in Table 6.2, *Park Acreage Needs* (for a projected population of 101,539) include the desired acreages and service levels for each of the park classifications identified by the City. The desirable size and service radius of park facilities for this PRFT is based on regional benchmarking standards, the desire of the City to be on the leading edge of recreational trends and environmental tourism, and the intended functional use of each specific park facility type. Therefore, the desirable size of community parks is 40–80 acres, and regional parks is 100-plus acres. The desirable size of joint use facilities is 10–30 acres, and the size of special use parks varies depending on their specific function and use.

By reclassifying Friendship Park and Festival Fields as community parks, the City now has a total of 158.0 acres of existing community parks. Multiplying the average benchmark number of community park acres (2.7 acres per 1,000) by the population per 1,000 for a projected population of 101,539 yields a total of approximately 274 acres of community parks required to meet the benchmark needs of the projected population. However, based on the public, stakeholder, and City staff input, the City's desired standard for community parks should be 3.5 acres per 1,000 population in order to meet the needs of the community's vision, goals, and objectives. Subtracting the total existing park acres from the total acreage required to meet the projected population's desired needs (approximately 355 acres) yields an acreage deficiency of 197.25 acres of community parks. The total number of new parks required to meet the projected population needs is typically established by dividing the park acreage deficiencies by the desirable park size. However, since the City has established two community parks at 80-plus acres, and a service radius of 3 miles, this PRFT recommends that the total number of new community parks be approximately 2 to 4 parks. These parks may vary in size depending on land availability but should be located in a manner that minimizes service area overlaps with the existing community parks where possible. (see Table 6.2, *Park Acreage Needs*).

The same methodology was applied to the other park classifications to determine the current deficiencies and number of new parks needed for each classification to meet the projected population (101,539) needs. See Table 6.2 for the total number of parkland acres required for the projected population.

**Table 6.2. Park Acreage Needs**

Population Projected for 2020: 101,539*						Park Acreage			
Facility Type	Average Bench Mark # of Acres /1000 Population	Avondale Desired Standard Acres/1,000 Population	Avondale Existing Acres/1,000 Population	Desired Size (Acres)	Service Level Standard (Radius)	Total Existing Park Acres (2008)	Desired Park Acreage Required to Meet 2020 Needs	Park Acreage Deficiency for the 2020 Needs	Total Number of New Parks Required to meet 2020 Needs**
Neighborhood Parks	0.78	1.00	0.67	5-10	1/2 mile	50.00	101.50	51.50	4-6
Community Parks	2.70	3.50	0.00	40-80	3 miles	158.00	355.25	197.25	2-4
Regional Parks	0.78	2.50	2.11	100+	1/2 hour drive time	0.00	253.75	253.75	1-2
Joint Use Parks	1.38	1.00	0.00	10-30	Varies	0.00	101.50	101.50	4-6
Recreational Lakes	6.07	0.00	0.00	1122**	1/2 hour drive time	0.00	0.00	0.00	0
Public Open Space	4.82	2.00	0.96	127**	1/2 mile	72.00	203.00	131.00	1

\* Anticipated population projection for 2020 provided by City in September 2008

\*\* Benchmark Average Size for item shown

\*\*\* Actual number depends on size of individual parks or areas developed

## 6.5 Future Recreation Facility Needs

The future recreation facility needs for the City of Avondale are based on tailored standards developed from the regionally benchmarked communities and input from the public, stakeholders, and City staff as to where the City would like to either meet or exceed the benchmark averages of the number of facilities per 1,000 population. The existing number of City recreation facilities and the proposed number of facilities needed for the projected population of 101,539 are identified in Table 6.3, *Recreation Facility Needs*. The methodology for determining each recreation facility need and deficiency is the same method described in Section 6.4, *Future Park Acreage Needs*.

Table 6.3 illustrates the type and number of recreation facilities that need to be developed to meet the projected population needs based on the City's desired standard. At which time the City reaches the projected population of 101,539, it will need to provide new facilities in all outdoor facility categories except BMX and disc golf courses, multi-purpose turf fields, and softball fields. The City will have an excess of 7 multi-purpose fields for the projected population, which will assist in meeting the soccer field deficiency of 15 (thereby needing only a total of 8 new soccer fields).

For the projected population trail facility needs, the City will need to add approximately 12 miles of trails in both the paved multi-use paths and unpaved multi-use trails categories for a total of approximately 24 miles of paths and trails.

For the projected population indoor facility needs, the City will need to add indoor facilities in all categories except community centers, with an indoor gymnasium or recreation center being the greatest need in order to provide indoor racquetball and basketball courts, as well as the types of programs identified in Section 6.6, *Future Recreation Program Needs*.

## 6.6 Future Recreation Program Needs

The future recreation program needs for the City of Avondale are based on tailored standards developed from the regionally benchmarked communities and input from the public, stakeholders, and City staff as to where the City would like to either meet or exceed the benchmark averages of the number of programs per 1,000 population. The existing number of City recreation programs and the proposed number of programs needed for the projected population of 101,539 are identified in Table 6.4, *Recreation Program Needs*. The methodology for determining each recreation program need and deficiency is the same method described in Section 6.4, *Future Park Acreage Needs*.

Table 6.4 illustrates what programs, and how many, need to be developed for the projected population recreation program needs based on the City's desired standard. At which time the City reaches the projected population of 101,539, it will need to provide new programs in all categories except library programs/events and youth football programs.

For the projected population recreation program needs, the greatest need will be for those programs requiring an indoor facility (that is, senior activities, special-interest classes, youth classes, and youth dance/cultural programs). The greatest sport program need is for a facility that can provide swim lessons and tennis programs/leagues.

Table 6.3. Recreation Facility Needs

Type of Facilities	Number of Facilities								
	Average Benchmark # of Facilities/1000 Population	Avondale Desired # of Facilities/1,000 Population	Avondale Existing # of Facilities/1,000 Population	Service Areas (Radius)	Avondale Existing # of Facilities 2008	Total # of Facilities to Meet 2008 Need	Total # of New Facilities Required to Meet 2008 Need	Total # of Facilities to Meet 2020 Need	Total # of New Facilities Required to Meet 2020 Need
<b>Outdoor Facilities</b>									
Outdoor amphitheater/large event area	0.01	0.03	0.03	30 Minute Drive	2	2	0	3	1
Baseball fields (little league)	0.04	0.07	0.05	3 Mile	4	5	1	7	3
Baseball fields (full size)	0.02	0.02	0.00	3 Mile	0	2	2	2	2
Basketball courts	0.11	0.22	0.12	1/2 Mile	9	17	8	22	13
BMX	0.00	0.00	0.00	30 Minute Drive	0	0	0	0	0
Disc golf courses	0.01	0.00	0.00	30 Minute Drive	0	0	0	0	0
Football fields	0.01	0.03	0.01	3 Mile	1	2	1	3	2
Fishing pier / viewing platforms	0.01	0.20	0.23	30 Minute Drive	17	15	(2)	20	3
Horseshoe courts	0.02	0.03	0.03	3 Mile	2	2	0	3	1
Multi-purpose turf fields	0.04	0.04	0.15	1/2 Mile	11	3	(8)	4	(7)
Off-leash dog parks	0.01	0.03	0.01	3 Mile	1	2	1	3	2
Outdoor swimming pools	0.03	0.02	0.00	3 Mile	0	2	2	2	2
Park shelters / picnic areas	0.56	0.56	0.13	1/2 Mile	10	42	32	67	47
Playgrounds	0.19	0.20	0.09	1/2 Mile	7	15	8	20	13
Public golf course	0.01	0.01	0.00	30 Minute Drive	0	1	1	1	1
Skateboard and / or inline parks	0.01	0.01	0.00	30 Minute Drive	0	1	1	1	1
Soccer fields	0.13	0.15	0.00	3 Mile	0	11	11	15	15
Softball fields	0.05	0.05	0.07	3 Mile	5	4	(1)	5	0
Tennis courts	0.10	0.08	0.03	3 Mile	2	6	4	8	6
Sand volleyball courts	0.05	0.05	0.01	3 Mile	1	4	3	5	4
Boating / canoeing / kayaking	0.00	0.01	0.00	30 Minute Drive	0	1	1	1	1
Water / splash pads	0.01	0.03	0.00	3 Mile	0	2	2	3	3
Golf course / driving range	0.00	0.01	0.00	30 Minute Drive	0	1	1	1	1
<b>Total # of Outdoor Facilities/1,000 Pop.</b>	<b>1.42</b>	<b>1.85</b>	<b>0.96</b>						

Type of Facilities	Number of Facilities								
	Average Benchmark # of Facilities/1000 Population	Avondale Desired # of Facilities/1,000 Population	Avondale Existing # of Facilities/1,000 Population	Service Areas (Radius)	Avondale Existing # of Facilities 2008	Total # of Facilities to Meet 2008 Need	Total # of New Facilities Required to Meet 2008 Need	Total # of Facilities to Meet 2020 Need	Total # of New Facilities Required to Meet 2020 Need
<b>Indoor Facilities</b>									
Community centers	0.008	0.01	0.01	3 Mile	1	1	0	1	0
Gymnasiums	0.009	0.01	0.00	3 Mile	0	1	1	1	1
Performing arts centers	0.004	0.01	0.00	30 Minute Drive	0	1	1	1	1
Pools / aquatic	0.009	0.01	0.00	3 Mile	0	1	1	1	1
Racquetball courts	0.004	0.04	0.00	3 Mile	0	3	3	4	4
Recreation centers	0.007	0.01	0.00	3 Mile	0	1	1	1	1
Basketball Courts	0.003	0.04	0.00	1/2 Mile	0	3	3	4	4
<b>Total # of Indoor Facilities/1,000 Pop.</b>	<b>0.04</b>	<b>0.06</b>	<b>0.01</b>						

Anticipated population projection for 2008 provided by the City in September 2008: 75,000  
 Anticipated population projection for 2020 provided by the City in September 2008: 101,539

Numbers indicated in red or parentheses are negative values which mean the City exceeds the desired standard in those categories.

Table 6.3. Recreation Facility Needs (continued)

Type of Facilities	Number of Facilities								
	Average Benchmark # of Miles/1000 Population	Avondale Desired # of Facilities/1,000 Population	Avondale Existing # of Facilities/1,000 Population	Service Areas (Radius)	Avondale Existing # of Miles 2008	Total # of Miles to Meet 2008 Need	Total # of New Miles Required to Meet 2008 Need	Total # of Miles to Meet 2020 Need	Total # of New Miles Required to Meet 2020 Need
<b>Trail Facilities</b>									
All Terrain Bike Trails (mountain bikes)	0.051	0.00	0.00	30 Minute Drive	0	0.0	0.0	0.0	0.0
Fitness Courses	0.006	0.00	0.00	30 Minute Drive	0	0.0	0.0	0.0	0.0
Multi-Use Paths (paved surface)	0.046	0.12	0.00	1/4 Mile	0	9.0	9.0	12.2	12.2
Multi-Use Trails (unpaved)	0.020	0.12	0.00	3 Mile	0	9.0	9.0	12.2	12.2
Nature Center / Interpretive Trails	0.020	0.00	0.00	30 Minute Drive	0	0.0	0.0	0.0	0.0
On-Street Bikeways / Bikelanes	0.041	0.00	0.00	1/4 Mile	0	0.0	0.0	0.0	0.0
<b>Total # of Trail Miles/1,000 Pop.</b>	<b>0.18</b>	<b>0.24</b>	<b>0.00</b>						

Table 6.4. Recreation Program Needs

Type of Programs	Number of Programs								
	Average Benchmark # of Programs/1000 Population	Avondale Desired # of Programs/1,000 Population	Avondale Existing # of Programs/1,000 Population	Service Areas (Radius)	Avondale Existing # of Programs 2008	Total # of Programs to Meet 2008 Need	Total # of New Programs Required to Meet 2008 Need	Total # of Programs to Meet 2020 Need	Total # of New Programs Required to Meet 2020 Need
Adaptive recreation programs	0.07	0.07	0.00	3 Mile	0	5	5	7	7
Adult sports leagues	0.15	0.15	0.05	3 Mile	4	11	7	15	11
Adult dance programs	0.30	0.19	0.19	3 Mile	14	14	0	19	5
Adult classes (gen. education)	0.68	0.40	0.40	3 Mile	30	30	0	41	11
Before & after school programs	0.04	0.04	0.01	3 Mile	1	3	2	4	3
Summer camps	0.14	0.04	0.01	3 Mile	1	3	2	4	3
Environmental / eco-tourism programs	0.10	0.10	0.00	30 Minute Drive	0	8	8	10	10
Fitness classes / programs	0.82	0.28	0.28	3 Mile	21	21	0	28	7
Golf programs / leagues	0.06	0.06	0.03	3 Mile	2	5	3	6	4
Library programs / events	0.04	0.04	0.33	3 Mile	25	3	(22)	4	(21)
Outdoor recreation programs	0.05	0.10	0.00	30 Minute Drive	0	8	8	10	10
Senior activities	1.68	0.79	0.48	3 Mile	36	59	23	80	44
Special events	0.26	0.26	0.13	3 Mile	10	20	10	26	16
Special interest classes	0.95	0.95	0.56	3 Mile	42	71	29	96	54
Swim lessons	2.77	0.20	0.00	3 Mile	0	15	15	20	20
Swim team / dive team	0.03	0.04	0.00	3 Mile	0	3	3	4	4
Teen activities	0.30	0.30	0.19	3 Mile	14	23	9	30	16
Tennis programs / leagues	0.33	0.32	0.03	3 Mile	2	24	22	32	30
Youth baseball leagues	0.04	0.04	0.03	3 Mile	2	3	1	4	2
Youth classes (gen. education)	0.44	0.44	0.25	3 Mile	19	33	14	45	26
Youth dance / cultural programs	0.32	0.32	0.09	3 Mile	7	24	17	32	25
Youth football programs	0.02	0.02	0.03	3 Mile	2	2	(1)	2	0
Youth soccer programs / leagues	0.14	0.14	0.03	3 Mile	2	11	9	14	12
Youth softball programs / leagues	0.05	0.05	0.01	3 Mile	1	4	3	5	4
<b>Total # of Programs/1,000 Pop.</b>	<b>9.76</b>	<b>5.34</b>	<b>3.15</b>						

Anticipated population projection for 2008 provided by the City in September 2008: 75,000

Anticipated population projection for 2020 provided by the City in September 2008: 101,539

Numbers indicated in red or parentheses are negative values which mean the City exceeds the desired standard in those categories.

## 7.0 PARKS AND RECREATION FACILITIES DEVELOPMENT PROGRAM

### 7.1 Introduction

The parks and recreation facilities development program provides the City of Avondale and its citizens with a planning guide to assist in developing the City's future parks, recreation facilities, and trails system. It provides a foundation for determining the City's direction for implementation of the recreational opportunities desired by the community and identifies the anticipated park and recreation facility needs for the projected population growth of 101,539 people. The amount, type, and general location of proposed new park facilities are identified in this PRFT so that the City and other affected stakeholders (for example, school districts, Maricopa County, ASLD, AGFD, BLM, Bureau of Reclamation) can work together to achieve the City's vision for its overall parks, recreation facilities, and trails system and the quality of life it provides for its citizens and visitors.

This facilities development program is based on the research and analysis identified in Section 2, *Inventory and Analysis*; the results of the needs assessment and benchmark surveys; the input received from the public and stakeholder advisory group participants as described in Section 4.0, *Public Participation Program*; and the input received from City Council and staff.

### 7.2 Park Acreage Development Program

The basis for determining the park acreage development for new park facilities is described in Section 6.0, *Park and Recreation Facilities Needs Assessment*. Utilizing the desirable park size and the projected population's required acreages for each park classification; the recommended development of these facilities is indicated in Table 6.2, *Park Acreage Needs*.

The additional park acreages required for the City's projected population is based on the amount of existing 2008 park acreage. Regional benchmarking and public and stakeholder input of City recreation facilities indicates that the desirable park size is 40–80 acres for community park facilities. The City has done well in providing community-level play facilities within its two existing regional park facilities, Friendship Park and Festival Fields, which have been reclassified as community parks in this PRFT. The current size of each park is approximately 80 acres, which is more consistent with the desired acreage requirement of a large community park. Public input has identified that the existing parks function well for active sporting events but they do not have enough parking area, or provide any unprogrammed open space for informal use and enjoyment. Recent trends in park and recreation development, and the input from the public, stakeholders, and city staff indicate a desire for larger community park facilities that accommodate the types and numbers of recreation facilities needed to meet the vision, goals, and objectives of the community.

In addition, there is a desire to provide water-based activities along the Gila River corridor for active use, as well as for environmental tourism opportunities. These opportunities are consistent with the *Tres Rios Plan*, and it is a recommendation of this PRFT to develop regional park facilities in conjunction with the Gila and Agua Fria River corridors to provide a regional destination amenity to the City.

The geographic size and shape of Avondale, and the location of its existing park facilities, allows the City to provide equitable park access for its citizens. Integrating neighborhood park facilities within new development areas will provide the local passive and active recreational opportunities required within a single facility that is not disruptive to traditional neighborhood activities. Neighborhood park facilities will continue to provide areas for family activities and gathering places, as well as moderate recreation such as basketball, sand volleyball, playgrounds, and picnic facilities. However, future lighted sports fields and indoor facilities should be located in either existing or proposed community parks or proposed regional parks to minimize noise, lighting, and traffic conflicts with adjacent residences.

As the City continues to develop community parks similar to Friendship Park, it will provide for the community-level of play and events while providing convenient access to needed recreational opportunities with a close-to-home feel. Developing larger, regional parks with large amounts of open space and trail corridors will provide greater active, passive, and educational opportunities for all Avondale citizens and visitors. Both the community and regional park acreage will provide areas for

addressing growing community needs for organized special events such as tournament-play sports leagues, emerging recreational trends, social and cultural venues, environmental tourism, and local economic development.

All these factors have provided the basis for the recommended number of new park facilities by the projected population as shown in Figure 6, *Parks, Recreation Facilities & Trails Master Plan*. The approach to siting new park facilities was to first determine the existing developed areas that are currently underserved by park facilities and then to identify potential land availability for integrating new facilities into these previously developed areas. Based on the location of the existing Friendship Park and Festival Fields (reclassified as community parks) along the Agua Fria River, the additional community parks should be located north of Thomas Road and south of Broadway Road, east of El Mirage Road, to compensate for projected development patterns, and to provide an equitable LOS that ensures community-wide access to community park facilities.

Additional active recreation facilities should be integrated within the regional park/open space along the Gila and Agua Fria River corridors to augment the community park facilities and provide an equitable distribution of community recreational facilities throughout the city. This would ensure an efficient use of public monies; more convenient park access; and greater user satisfaction with the overall parks, recreation, and trails system. It would also promote a healthy active lifestyle. The overall service level desired for park facilities was identified through the benchmark survey analysis and resulted in the LOS standard for new park facility service radii identified in Table 6.2. Additional siting considerations and rationale for determining new locations of park and recreation facilities are listed below.

***Compatibility of existing and planned adjacent land uses*** – neighborhood parks should be located within 0.5 mile of the residences they serve. Community parks shall be located within commercial, industrial, or agricultural areas to minimize conflicts of noise, lighting, and traffic levels to residential areas. Regional parks and open space shall be located in such a manner as to protect and conserve the City's natural and cultural resources.

***Coordination of new proposed service areas*** – overlapping of new service areas with existing and planned parks, recreation, and trail facilities shall be minimized to maximize the City's recreational resources.

***Identification of major physical barriers*** – some overlapping of service areas may be required to address limited access created by physical manmade or natural barriers (that is Interstate-10, Southern Pacific Railroad, canals and waterways, Agua Fria and Gila Rivers, and major roadways).

***Identification of natural resources as constraints or opportunities*** – sloped terrain may lend opportunities for spectator viewing; floodplains may lend opportunities for facilities with a large footprint that can manage occasional flooding (for example, sports fields/courts).

***Identification of potential partnerships and shared uses*** – to minimize duplications in facilities, expenditures, and manpower (for example, BLM, AGFD, and school districts).

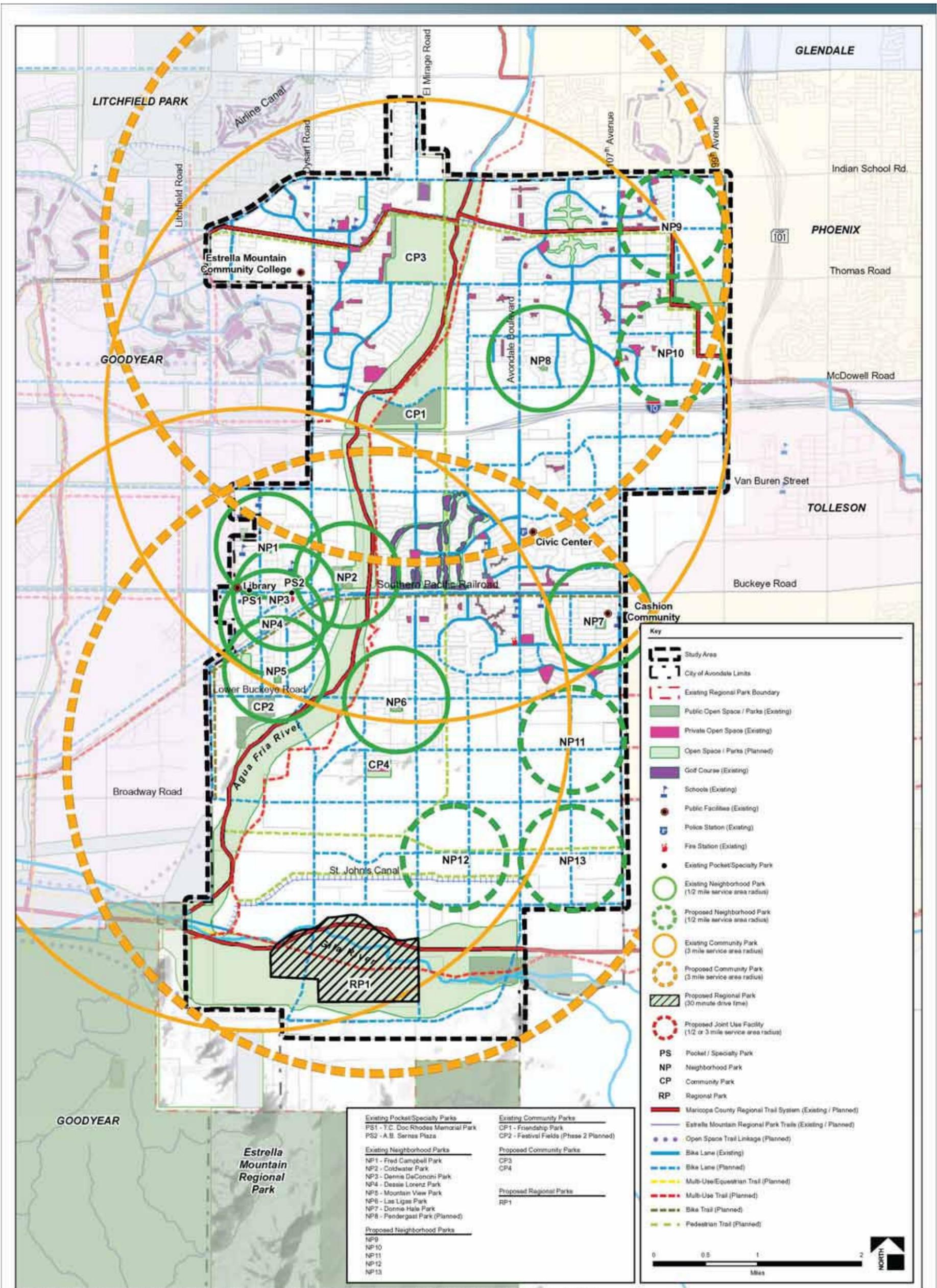
***Coordination of shared rights-of-way and easements*** – existing and planned major arterial roadways, utilities, and/or drainage easements may provide opportunities for incorporating recreational trail facilities with adequate buffer zones.

***Identification of environmentally appropriate locations*** – facilities should be located to minimize disturbance of the natural environment (that is, locating community parks in areas with 50 to 100 acres of contiguous land and slopes that are less than 5 percent).

***Evaluation of land ownership*** – for projecting potential future land uses, as well as any potential conflicts or compatibilities with proposed park, recreational facilities, and trail corridor locations, and for identifying land acquisition opportunities.

The specific parks, recreation facilities, and trails development program and siting for specific development will be determined by the City as the need and demand occurs based on the standards and guidelines presented within this PRFT. These standards and guidelines have been specifically tailored to meet the park and recreation needs and service levels of Avondale's citizens. Figure 6, *Parks, Recreation Facilities & Trails Master Plan* identifies existing, planned, and proposed park facilities and their general service areas. This PRFT includes a total of two existing pocket/specialty parks, seven existing

neighborhood parks, one planned neighborhood park, five proposed neighborhood parks, two existing community parks, two proposed community parks, one proposed regional parks, and the planned Tres Rios Greenway open space and trails along the Agua Fria and Gila River corridors.



Source: Maricopa County Assessor (2005), City of Avondale Transportation Plan, Arizona (2006), City of Avondale General Plan, Arizona (2002), Draft City of Goodyear Parks Master Plan Update (2008)



# Parks, Recreation Facilities & Trails Master Plan

August 2009



Figure 6. Parks, Recreation Facilities & Trails Master Plan

### 7.3 Recreation Facility Development Program

The recreation facility development program offers a strategy for addressing the anticipated recreational needs of the City by the projected population of 101,539. Based on the City's tailored recreation facility standards, new park siting considerations, and the projected population growth of Avondale, an overall recreation facility program has been developed to assist in implementing the PRFT. The following is a description of the types of facilities and desired criteria for implementing future development of recreational facilities that will serve the city's projected population.

#### **Access**

Providing safe and convenient multi-modal access and support amenities serves to encourage the use of alternative modes of transportation, thereby reducing vehicular traffic and congestion. To minimize parking in adjacent neighborhoods and to reduce vehicular/pedestrian conflicts, sufficient on- and off-street parking for the facility type should be maintained. Providing linkages to existing facilities through the City's nonmotorized trail system will serve to connect existing park and recreation facilities with new park and recreation facilities. It is recommended that all existing and new park facilities be accessible through the City's nonmotorized trails system or public transit system.

#### **Playground Facilities**

Available safe, secure, and accessible play areas for children of all ages and abilities is currently regulated by several entities for the health, safety, and welfare of the public. Evaluating and upgrading existing active-play facilities according to the CPSC's current *Handbook for Public Playground Safety* and the U.S. Access Board's *Summary of Accessibility Guidelines for Play Areas* would ensure the safety and usability of these facilities for the current population. For the purpose of this PRFT, a playground shall consist of both a play area (for children ages 6–12 years old) and a tot lot (for children ages 2–5 years old).

The City standard for the minimum number of new playground facilities needed by the projected population is approximately 13. It is recommended that 1 new playground facility be placed in each of the proposed neighborhood, community, regional, and joint use parks for convenient access from the service area each facility serves. Providing separate active-play areas appropriate for different age levels (2–5 years old and 6–12 years old) will provide varying degrees of challenge; these should be developed for each new park facility and in existing park facilities, where appropriate. Existing playground structures should be evaluated by the playground manufacturer who installed the equipment. If existing equipment does not meet current safety codes and accessibility guidelines, updates shall be made to the existing structures. Existing playground surfacing that does not meet current accessibility guidelines shall be removed in its entirety and replaced with an approved ADA-accessible material.

#### **Sports Fields**

Sports fields are typically utilized for organized play requiring a team of people, and they are generally associated with and located within community, regional, or joint use park facilities. Sports field activities are most compatible with adjacent commercial, office, industrial, and open space land uses due to traffic volumes and high lighting levels. Based on the total number of sports field facilities needed for the projected population identified in Table 6.3, *Recreation Facility Needs* (for the projected population of 101,539), the recommended development criteria for each type of sports field facility is summarized below.

##### *Baseball/Little League*

The City desired standard for the minimum number of new baseball/little league fields needed by the projected population is approximately five new fields. It is recommended that all baseball/little league fields be lighted and include turf infields, spectator seating, restroom/concession facilities, and sufficient parking to serve the anticipated activities and special events of the park users.

##### *Football Fields*

The City's desired standard for the minimum number of new football fields needed by the projected population is approximately two fields. These fields may be addressed by the excess of multi-purpose fields, thereby eliminating the need for developing new fields for the projected population. It is

recommended that the two football fields be lighted and include sufficient buffer zones between fields for team and spectator seating, restroom/concession facilities, and sufficient parking to serve the anticipated types of activities and special events the park users will desire.

#### *Multi-Purpose Fields*

The City currently has eleven multi-purpose fields and exceeds the desired standard for the minimum number of multi-purpose fields needed for the projected population by seven fields. These fields may be utilized for a variety of sports programs such as soccer, rugby, Pop Warner football, field hockey, and softball, and assist in addressing their needs. Multi-purpose fields generally require restroom/concession facilities and sufficient parking to serve the anticipated number of park users and spectators.

#### *Soccer Fields*

The City's desired standard for the minimum number of new soccer fields needed by the projected population is approximately 15 fields. Seven of these fields may be addressed by the excess of multi-purpose fields; therefore only 8 additional new fields will be needed for the projected population. It is recommended that all soccer fields be lighted and include sufficient buffer zones between fields for team and spectator seating, restroom/concession facilities, and sufficient parking to serve the anticipated types of activities and special events the park users will desire.

#### *Softball Fields*

The City currently meets the desired standard for the minimum number of softball fields needed for the projected population. No new fields will need to be developed to meet the projected population needs. If it is determined at a later date that new softball fields need to be developed, it is recommended that all softball fields be lighted and include skinned infields, spectator seating, restroom/concession facilities, and sufficient parking to serve the anticipated activities and special events of the park users.

#### ***Sports Courts***

Sports courts may be utilized for individual, pickup, or organized play and may be located within neighborhood, community, regional, or joint use park facilities. Sports court activities are compatible with most types of adjacent land uses since they typically do not generate large volumes of noise or traffic. However, it is recommended that lighted courts be located in the interior of a park or adjacent to a street to minimize light glare in residential areas. Based on the total number of sports court facilities needed for the projected population identified in Table 6.3, *Recreation Facility Needs* (for the projected population of 101,539), the recommended development criteria for each type of sports court facility is summarized below.

#### *Basketball Courts*

The City's desired standard for the minimum number of new basketball courts needed by the projected population is approximately 13 courts. The City has done well in providing basketball courts to date, and it is recommended that each neighborhood park provide one lighted court and that each community park provide two lighted courts. Additional amenities should also include courtside seating, nearby shade, restroom/concession facilities, and sufficient parking to serve the anticipated activities of the park users.

#### *Tennis Courts*

The City's desired standard for the minimum number of new tennis courts needed by the projected population is approximately six courts. It is recommended that each community park include at least two lighted tennis courts. Additional amenities should also include courtside seating, nearby shade, restroom/concession facilities, and sufficient parking to serve the anticipated activities and special events of the park users.

#### *Volleyball Courts*

The City does not have a desired standard for the minimum number of indoor volleyball courts needed by the projected population since the need identified is for sand volleyball courts. The minimum number of new sand volleyball courts needed by the projected population is approximately four courts. It is recommended that these four courts be provided at one of the community or regional parks to allow for tournament play or special events. New indoor volleyball courts will be provided within new community centers that have gymnasiums or within new recreation centers.

It is recommended that new sand volleyball courts be lighted within all community parks to increase the length of usage and users' comfort. Additional amenities should include courtside seating, nearby shade, restroom/concession facilities, and sufficient parking to serve the anticipated activities and special events of the park users.

### ***Outdoor Recreation***

Because of the southwestern climate and culture that Avondale citizens enjoy, outdoor recreation is the main focus for most new recreation facilities located within community and regional park settings. In addition to play areas, sports fields, and sports courts, successful park development includes outdoor recreation facilities that support year-round activities. These activities may include, but are not limited to, disc golf, picnicking, outdoor events and concerts, golfing, skateboarding, and biking. All these facilities could be located within neighborhood, community, or regional park facilities at varying levels that are compatible with the other user groups within the park and with adjacent land uses. Based on the total number of outdoor recreation facilities needed for the projected population identified in Table 6.3, *Recreation Facility Needs* (for the projected population of 101,539), the recommended development criteria for each type of outdoor recreation facility is summarized below.

#### *Outdoor Swimming Pools and Water/Splash Pads*

The City's desired standard for the minimum number of new public outdoor pool facilities needed by the projected population is approximately two outdoor swimming pools and three new water/splash pads. Outdoor public swimming pool and water/splash pad facilities are best located within community and regional parks due to the large volume of traffic and parking they can generate. They can be located in coordination with community centers and recreation centers to provide shared usage of locker/changing rooms, showers, and restroom/concession facilities.

While the City is in need of more outdoor pool facilities, the recreational trend in the past 10 years for these types of facilities has been one of providing a much broader spectrum of water-based opportunities for all ages in the form of full-service aquatic centers. Outdoor aquatic centers may include water-play amenities, such as dedicated lap pools, leisure pools with zero depth entry, spray pads (zero depth play), water slides, play structures, and current channels, and multi-use amenities, such as deck space and medium-depth pools for classes and exercises.

#### *Amphitheaters/Large Event Areas*

The City's desired standard for the minimum number of new amphitheaters/large event areas needed by the projected population is approximately one new amphitheater or large event area. Due to the types of activities that are generally programmed for amphitheaters, it is recommended that they be located within large community parks, regional parks, or joint use facilities where parking can be shared with other uses during special events. Amphitheaters may also be located in coordination with community or recreation centers.

#### *Park Shelters/Picnic Areas*

The City's desired standard for the minimum number of new park shelters/picnic areas needed by the projected population is approximately 47 park shelters/picnic areas. The intent of the picnic areas is to provide individual, family, and small-group picnicking opportunities at every neighborhood park and to provide all levels of picnicking opportunities, including large-group facilities, at community parks. Each community park should provide up to eight picnicking opportunities throughout the park, including one large-group picnic area for 50–150 people. Regional parks may provide up to 12 picnicking opportunities throughout the park, including a facility that could serve 250–500 people for large events and festivals.

#### *Skateboard/BMX Parks*

The City's desired standard for the minimum number of new skateboard/BMX parks needed by the projected population is approximately one skateboard/BMX park. It is recommended that this facility be located at a community or regional park.

#### *Disc Golf Courses*

The City does not have a desired standard for the minimum number of disc golf courses needed for the projected population. However, if it is determined at a later date that a disc golf course needs to be developed, it is recommended that it be located within natural open space areas such as the Agua Fria

River corridor, Gila River corridor, Estrella Mountain Regional Park, or within public lands such as BLM or ASLD lands to take advantage of the natural terrain and the partnering opportunities with public agencies.

#### *Off-Leash Dog Parks*

The City's desired standard for the minimum number of new off-leash dog parks needed by the projected population is approximately two parks. Due to the growing trend of dog owners wanting to recreate with their dogs, it is recommended that new off-leash areas be provided at proposed community or regional parks.

#### *Public 18-Hole Golf Course*

The City's desired standard for the minimum number of new public 18-hole golf courses needed by the projected population is approximately one new golf course. It is recommended that the location of the new public 18-hole golf course be located adjacent to the Agua Fria or Gila River corridors, south of Broadway Road, to serve the southern area of the city.

#### *Boating/Canoeing/Kayaking*

The City's desired standard for the minimum number of new boating, canoeing, or kayaking facility needed by the projected population is approximately one. It is recommended that these activities be incorporated into the regional, open space areas of the Tres Rios Greenway along the Gila River, near the west boundary of the city, and assist in promoting a regional destination within the city.

#### *Fishing Pier/Viewing Platforms*

The City's desired standard for the minimum number of new fishing piers or viewing platforms needed by the projected population is approximately three piers/platforms. It is recommended that these facilities be incorporated into the regional open space areas of the Tres Rios Greenway along the Agua Fria and Gila Rivers and assist in promoting regional destinations and environmental tourism within the city.

#### *Multi-Use Paths and Trails*

The City's desired standard for the minimum number of new paved multi-use paths and unpaved multi-use trails needed by the projected population is approximately 12 miles each (paved and unpaved), for a total of 24 miles. It is recommended that these facilities be incorporated into the regional open space areas of the Tres Rios Greenway along the Agua Fria and Gila Rivers and into irrigation canal and power transmission line corridors where possible to assist in providing regional and community connectivity and in promoting regional destinations and environmental tourism within the city.

#### ***Indoor Recreation***

The City's desired standard for the minimum number of indoor recreation facilities needed by the projected population is approximately one recreational center, one indoor pool/aquatic center, one gymnasium, one performing arts center, four racquetball courts, and four basketball courts. The City currently meets its projected population need for community centers.

#### *Recreational centers*

Recreation centers generally range in size from 60,000 to 100,000 square feet and may include such amenities and activities as child care, preschool, small commercial kitchen, a flexible meeting/event space, dance studio, theatrical stage, arts and craft rooms, classrooms, fitness rooms, racquetball courts, basketball courts, an indoor track, multipurpose rooms, and gymnasiums. They are typically located in community or regional parks that can provide shared support amenities such as parking.

#### *Racquetball Courts*

The City's desired standard for the minimum number of new racquetball courts needed by the projected population is approximately four (indoor) racquetball courts. Generally, racquetball courts are located within community or regional park facilities in coordination with a recreation center or gymnasium to capitalize on shared amenities such as locker rooms, showers, equipment storage/rental, and restroom/concession facilities.

#### *Gymnasiums/Indoor Basketball Courts*

The City's desired standard for the minimum number of new gymnasiums needed by the projected population is approximately one gymnasium. However, The City's desired standard for the minimum number of new indoor basketball courts needed by the projected population is approximately four

basketball courts, which could be provided within the new gymnasium. Gymnasiums are generally incorporated into community or multi-use recreational centers to capitalize on shared amenities such as locker rooms, showers, equipment storage/rental, and restroom/concession facilities.

#### *Indoor pool and aquatic*

Indoor pool and aquatic facilities may also be coordinated with other indoor facilities such as gymnasiums and recreational centers to maximize utilization of building space and create a multipurpose, multi-generational facility. Indoor pool and aquatic centers may include water play amenities such as dedicated lap pools, leisure pools with zero depth entry, spray pads (zero depth play), water slides, play structures, current channels, and vortex (whirlpool) features; therapeutic amenities such as hot tubs, cold plunges, steam rooms, saunas, and jacuzzis; and multi-use amenities such as deck space and medium depth pools for classes and exercises.

It is recommended that these types of facilities be developed at community or regional park sites to better serve the public as a whole. It is also recommended that the City seek partnering opportunities with school districts, Maricopa County, or private organizations for potential indoor facilities to maximize available resources in the community.

#### *Performing arts centers*

The City's desired standard for the minimum number of new performing arts centers needed by the projected population is approximately 1 performing arts center. These types of cultural facilities can be incorporated within other community or civic centers as a means of ensuring maximum utilization of joint support facilities (for example, parking areas, plazas) by diverse user groups that are present for other activities. However, performing arts centers can also provide a single-focused community amenity for cultural events and social gatherings. The size of performing arts centers varies depending on the programming of events and functions offered.

## 8.0 PARKS AND RECREATION FACILITIES IMPLEMENTATION

### 8.1 Introduction

The Parks and Recreation Facilities Development Program (see Section 7.0) provides the basis for developing capital improvement program recommendations as the City moves forward in implementing the PRFT. This PRFT is intended to be a living document that is updated and refined through time, while providing recommendations for development of future parks, recreation facilities, and trails based on the City's tailored standards. These standards recognize the dynamic growth environment the City has with neighboring communities, existing development patterns, projected population densities, and potential growth characteristics. The PRFT recognizes existing park and recreation community needs on a city-wide basis. Prioritizing the development of new neighborhood, community, regional, and joint use parks based on needs and demand will help provide a systematic way to address future park and recreation opportunities throughout the city. In addition, the implementation of new park and recreation facilities will greatly enhance the needs and experiences of the users who use these facilities as their local community gathering and recreation areas.

As the City moves forward in implementing the PRFT, a logical approach that allows the City to balance land acquisition with the development of new park and recreation facilities will be essential. The standards and guidelines presented within the PRFT will assist in maximizing the City's capital resources, while striving to meet the diverse recreational needs of a growing community. The success of the implementation of the PRFT is dependent on the cooperation and coordination efforts of city leaders and departments. Each of the facilities and elements identified in the park and recreation facilities development program will require ownership of responsibilities and support from various areas of specialized expertise and agencies. Coordination and communication with agencies outside Avondale—such as Maricopa County Parks and Recreation Department; Maricopa County Flood Control District; BLM; ASLD; AGFD; and the Cities of Goodyear, Phoenix, Tolleson, and Litchfield Park—will be instrumental in developing partnerships that can expedite land acquisition, provide regional connectivity and shared resources of future park and recreation facilities, and provide funding. Prioritization of the recommended park, recreation facility, and trail improvements will be determined by the City as funding becomes available.

### 8.2 Financial Resource Opportunities

Recently, the U.S. economy began a decline which has impacted the availability of federal, state, and private funding for park, recreation, and open space areas and facilities. The future availability of many traditional funding options is difficult to predict given these circumstances. On the other hand, the long-term nature of municipal amenities such as parks, secures a reasonable expectation of certainty that when the economy begins to grow, the fiscal pressure on these amenities will ease. During the intervening years, the ability for Avondale to serve its residents with a high level of service in regards to parks and recreation facilities will bode well when the fiscal pressure is relieved and population growth resumes an upward trajectory.

In the near-term, it will be important to explore ever more creative ways to fund park and recreational facilities. Funding may be in the form of a direct financing mechanism such as the General Fund, or indirect resources such as grants, loans, and public/private partnerships. Several complimentary funding sources may be used on any given project. Following is a brief summary of the City's current funding mechanisms used for parks, recreation facilities, and trails development.

#### ***Development Impact Fees***

The primary and ongoing funding source for park development is the development impact fee. Using existing fee levels, we have estimated the future revenue from this source of funding for parks, recreation facilities, and trails. Assuming a population total of 101,539, it is estimated that an additional 9,789 housing units will be added, which equates to \$23.4 million in impact fees that would be generated.

Development Impact Fees are assessed on all new residential construction. The revenue from these fees is allotted for parks and recreation infrastructure development, land acquisition, operations and maintenance. The current impact fee schedule includes:

- \$2,501 for each single family residential unit
- \$1,970 for each multi-family unit
- \$2,526 for each manufactured home unit

The revenue projections in Table 8.1, *City of Avondale Development Impact Fee Projection* are conservative estimates that do not take into consideration the increase in development impact fees or inflation.

**Table 8.1 City of Avondale Development Impact Fee Projection**

	<b>Single Family</b>	<b>Multi-Family</b>	<b>Manufactured Home</b>	<b>Total</b>
Housing Type Distribution*	80%	14%	6%	<b>100%</b>
Additional Housing Units	7,120	2,063	607	<b>9,789</b>
Household Size*	3.75	2.27	3.30	-
Impact Fee**	\$2,501	\$1,970	\$2,526	-
Revenue	\$17,807,042	\$4,063,562	\$1,532,377	<b>\$23,402,981</b>

Source: U.S. Census: American Community Survey, 2007; City of Avondale; ESI Corp

\* 2007 Figure

\*\* City of Avondale Parks Impact Fee Structure as of May 2009

### **Other Current Funding Resources**

Over the years the City of Avondale has funded the development of parks, recreation facilities, and trails in a variety of ways including general funds and obligation bonds, as well as, joint use partnerships.

The General Fund includes revenues from a variety of sources including, but not limited to, sales tax, property tax, state and federal sources, user fees, and permit fees. It is the main fund used by the City for all expenses. In addition, funds from the most recent General Obligation Bond issue have been earmarked for indoor park facilities, such as the planned City of Avondale Community and Sports Center located in the Avondale City Center planning area.

The City is currently involved in both public and private partnerships that provide joint use park and recreation amenities to the community. Public partnerships, or inter-governmental agreements, have been entered into with two school facilities and the Maricopa County Flood Control District. Private partnerships, or joint-use facility agreements, have been entered into with the Boys and Girls Club and the YMCA.

### **8.3 Potential Funding Sources**

To provide a comprehensive park, recreation facilities, and trails system for its residents, Avondale needs to maintain a level of service standard that ensures the location of parks are accessible to all citizens. Allocating funds for parks and recreation facility development is always a challenge, and becomes more so during economic recession periods. Leveraging a variety of funds such as combining park facilities with education facilities (for example sports fields, gymnasiums, play areas) or habitat restoration projects (for example improving water quality, re-establishing wildlife, educational opportunities) will help allocate additional monies to park facility development, and will serve a more diverse range of needs. These types of complimentary relationships may help leverage more funding for parks and other recreational facilities within Avondale. Examples include:

- Building interpretive kiosks along trails and in parks, which function as shade structures
- Habitat conservation and restoration projects developed as educational laboratories utilized to teach adults and children, while functioning as landscape improvements

Table 8.2, *Potential Funding Resources*, includes the planned and proposed parks and opens space and trails, and their potential funding resources identified to date. New proposed neighborhood parks are scheduled to be provided by the private development community accompanying residential development and maintained by the homeowners association, therefore these parks are not identified in Table 8.2.

**Table 8.2 Potential Funding Resources**

Name	Description	Funding Resources*
<b>Neighborhood Parks</b>		
<b>Pendergast Park (Planned)</b>	See Section 6.2, Park Classifications, for a description of Neighborhood Park	AZ State Parks Board Heritage Fund, Growing Smarter State Trust Land Acquisition Grant, Land and Water Conservation Fund, Community Cultural Inventory, American Forests AZ Community Tree Council, Other Funding Resources and Mechanisms (Table 8.4)
<b>Community Parks</b>		
<b>Festival Fields (Phase 2 Planned)</b>	See Section 6.2, Park Classifications, for a description of Community Park	AZ State Parks Board Heritage Fund, Growing Smarter State Trust Land Acquisition Grant, Land and Water Conservation Fund, Community Cultural Inventory, American Forests AZ Community Tree Council, AZ Bird Conservation Initiative, North American Wetlands Conservation Act, Other Funding Resources and Mechanisms (Table 8.4)
<b>CP3 (Proposed)</b>	See Section 6.2, Park Classifications, for a description of Community Park	AZ State Parks Board Heritage Fund, Growing Smarter State Trust Land Acquisition Grant, Land and Water Conservation Fund, Community Cultural Inventory, Brownfields Assistance Program, American Forests AZ Community Tree Council, AZ Bird Conservation Initiative, Access Program, Land Owner Incentive Program, North American Wetlands Conservation Act, Other Funding Resources and Mechanisms (Table 8.4)
<b>CP4 (Proposed)</b>	See Section 6.2, Park Classifications, for a description of Community Park	AZ State Parks Board Heritage Fund, Growing Smarter State Trust Land Acquisition Grant, Land and Water Conservation Fund, Community Cultural Inventory, Brownfields Assistance Program, American Forests AZ Community Tree Council, Access Program, Land Owner Incentive Program, Other Funding Resources and Mechanisms (Table 8.4)
<b>Regional Parks</b>		
<b>RP1 (Proposed)</b>	See Section 6.2, Park Classifications, for the description of a Regional Park	AZ State Parks Board Heritage Fund, Growing Smarter State Trust Land Acquisition Grant, State Lake Improvement Fund, Land and Water Conservation Fund, Community Cultural Inventory, Brownfields Assistance Program, American Forests AZ Community Tree Council, AZ Bird Conservation Initiative, Access Program, Land Owner Incentive Program, North American Wetlands Conservation Act, Other Funding Resources and Mechanisms (Table 8.4)

**Table 8.2 Potential Funding Resources (continued)**

<b>Open Space, Trails, Paths and Bike Lanes</b>		
<p><b>Agua Fria River Recreation/Open Space Corridor (Proposed)</b></p>	<p>Multi-use paths and trails along the Agua Fria River, as well as, recreation and open space areas</p>	<p>AZ State Parks Board Heritage Fund, Growing Smarter State Trust Land Acquisition Grant, Land and Water Conservation Fund, Community Cultural Inventory, Brownfields Assistance Program, American Forests AZ Community Tree Council, AZ Bird Conservation Initiative, Access Program, Land Owner Incentive Program, North American Wetlands Conservation Act, Other Funding Resources and Mechanisms (Table 8.4)</p>
<p><b>Gila River Recreation/Open Space Corridor (Proposed)</b></p>	<p>Multi-use paths and trails along the Gila River, as well as, recreation and open space areas</p>	<p>AZ State Parks Board Heritage Fund, Growing Smarter State Trust Land Acquisition Grant, Land and Water Conservation Fund, Community Cultural Inventory, Brownfields Assistance Program, American Forests AZ Community Tree Council, AZ Bird Conservation Initiative, Access Program, Land Owner Incentive Program, North American Wetlands Conservation Act, Other Funding Resources and Mechanisms (Table 8.4)</p>
<p><b>Bike Lanes</b></p>	<p>Designated lanes in existing and new street Right-Of-Way (ROW)</p>	<p>Bikes Belong Grant, Arizona Safe Routes to School</p>

Source: ESI Corp, 2009

\* Description and details of applicable Funding Resources can be found in Table 8.4 – Funding Resources

Funding allocations from the City’s General Fund and Development Impact Fee program are assumed to be well entrenched resources for the development, improvement, and acquisition of park and recreation facilities, as well as, state distributed funds such as Highway User Revenue Fund, Vehicle License Tax, Regional Area Road Fund, and the Local Transportation Assistance Fund. Since these resources are assumed to be well known and already utilized for parks, recreation facilities, trails, and bike lane development, they are not specifically identified in the following table.

Table 8.3, *Potential Funding Resource Information*, identifies programs and funds available to help finance various park and recreation facility improvements. This information includes the specific program or fund name, a description of the program or fund, amount of potential funding available, application due dates, the grant coordinator or program director contact information, and website address.

In addition to the funding resources noted in Table 8.3, the City has at their disposable other municipal financing mechanisms and tools to fund city-wide parks and recreation development, improvements, and land acquisition. Table 8.4, *Potential Municipal Financing Mechanisms and Tools* includes traditional resources, as well as non-traditional resources, that may assist the City in implementing the PRFT as the demand and need for new facilities occur.

**Table 8.3 Potential Funding Resource Information**

Name	Description	Amount	Due Dates	Contact	Address	Phone Number	Website (Source)
<b>AZ State Parks Board Heritage Fund: Historic Preservation</b>	Grants in support of historic preservation projects on, or eligible, for the State or National Register of Historic Places. Must attend mandatory workshop.	\$150,000/project Match: 40% (min)	1st cycle - May 29, 2009 2nd cycle - Dec. 29, 2009	Vivia Strang Historic Preservation Grant Consultant vstrang@azstateparks.gov	AZ State Parks 1300 W. Washington St. Phoenix, AZ 85007	602-542-4662	<a href="http://www.azstateparks.com">www.azstateparks.com</a>
<b>AZ State Parks Board Heritage Fund: Local, Regional and State Parks</b>	Grant in support of land acquisition and facility development for parks, outdoor recreation and open space preservation.	N/A	No later than 5:00PM on the last working day in February	Danielle Silvas Grant Coordinator dsilvas@azstateparks.gov	AZ State Parks 1300 W. Washington St. Phoenix, AZ 85008	602-542-7160	<a href="http://www.azstateparks.com">www.azstateparks.com</a>
<b>AZ State Parks Board Heritage Fund: Trails</b>	Grant in support of non-motorized trail acquisition, construction and trail improvements in the State Trail System.	N/A	No later than 5:00PM on the last working day in February State Trails no later than 5:00PM on the first working day in August	Bob Baldwin	AZ State Parks 1300 W. Washington St. Phoenix, AZ 85009	602-542-7130	<a href="http://www.azstateparks.com">www.azstateparks.com</a>
<b>Growing Smarter State Trust Land Acquisition Grant Program</b>	The Growing Smarter Act provides for the acquisition and preservation of open spaces and establishes a program for continuing study and consideration of pertinent issues relating to public land use policies.	Match: 10%	June 30th 2009 5:00 PM	Doris Pulsifer Chief of Grants dpulsifer@azstateparks.gov	AZ State Parks 1300 W. Washington St. Phoenix, AZ 85010	602-542-7127	<a href="http://www.azstateparks.com">www.azstateparks.com</a>
<b>State Lake Improvement Fund</b>	Grants which assist state and local governments in funding projects on water where gasoline powered boats are permitted	Does not require matching of funds, but points are awarded for those who can. Max can't exceed 20% of total revenue in any fiscal year	last working day of January	Danielle Silvas Grant Coordinator dsilvas@azstateparks.gov	AZ State Parks 1300 W. Washington St. Phoenix, AZ 85011	602-542-7160	<a href="http://www.azstateparks.com">www.azstateparks.com</a>
<b>Land and Water Conservation Fund</b>	Grants in support of land acquisition and facility development for parks, outdoor recreation, and open space preservation	N/A	No later than 5:00PM on the last working day in February	Danielle Silvas Grant Coordinator dsilvas@azstateparks.gov	AZ State Parks 1300 W. Washington St. Phoenix, AZ 85011	602-542-7160	<a href="http://www.azstateparks.com">www.azstateparks.com</a>
<b>Community Cultural Inventory</b>	Tool to help towns, cities, and counties gather info about cultural resources available in their communities and develop future cultural opportunities	Grant support of \$500/day, up to max of 3 days, for total of \$1500	throughout the year on a first-come, first-served basis and are subject to approval and availability of funds	Mitch Menchaca Director of Local Arts Development mmenchaca@azarts.gov	Arizona Commission on the Arts 417 W. Roosevelt St. Phoenix, AZ 85003	602-771-6529	<a href="http://www.azarts.gov">www.azarts.gov</a>
<b>Brownfields Assistance Program</b>	Encourages redevelopment of sites that have been, or may have, environmental contamination by providing funds to conduct thorough investigations and implement the necessary steps to end the contamination	Max of \$200,000	N/A	Arcelious Stephens or Beth Amparan ADEQ Brownfields Coordinator(s)	AZ Dept. of Environmental Quality 1110 W. Washington St. Phoenix, AZ 85007	Arcelious 602-771-4401 Beth 602-771-4562.	<a href="http://www.azdeq.gov/environ/waste/cleanup/brownfields.html">www.azdeq.gov/environ/waste/cleanup/brownfields.html</a>
<b>Bikes Belong Grant</b>	Fundable projects include paved bike paths and rail-trails as well as mountain bike trails, bike parks, BMX facilities, and large-scale bicycle advocacy initiatives.	Up to \$10,000 No match required but highly desirable	May 26, 2009 August 24, 2009 November 23, 2009	Elizabeth Train Grants & Research Director elizabeth@bikesbelong.org	Bikes Belong Coalition P.O Box 2359 Boulder, CO, 80306	303-449-4893 Ext. 3	<a href="http://www.bikesbelong.org">www.bikesbelong.org</a>

**Table 8.3 Potential Funding Resource Information (continued)**

Name	Description	Amount	Due Dates	Contact	Address	Phone Number	Website (Source)
<b>Arizona Bird Conservation Initiative</b>	Proposals should address specific priority actions as identified in the Arizona Partners in Flight Bird Conservation Plan (APIF Plan). The APIF plan identifies priority species and habitats, and establishes objectives for bird populations and habitats in Arizona. Application package (guidelines, instructions, and form), are provided below.	Grants awarded up to \$120,000 subject to funds availability	No new grant application period designated	Edwin Juarez ABCI Coordinator	Arizona Game and Fish Department/WMNG 5000 W. Carefree Hwy. Phoenix, AZ 85085	623-236-7516	<a href="http://www.azgfd.gov/w_c/abci_grants.shtml">http://www.azgfd.gov/w_c/abci_grants.shtml</a>
<b>American Forests: Arizona Community Tree Council</b>	American Forests is always looking for quality tree-planting projects to be funded by our Global ReLeaf Forests ecosystem restoration program. We are particularly interested in partnering with private and public sector organizations and agencies to plant trees and improve the environment in projects that would otherwise not be feasible. We support projects that plant the right trees in the right places for the right reasons.	\$2000 to \$20000 per grant can not be matched with federal funds Submit one original and 4 copies Match: 50%	No new grant application period designated	Louise Wakem Urban and Community Forester Or	Community Challenge Grant Program Arizona State Forestry Division Urban and Community Forestry 1110 W. Washington, #100 Phoenix, AZ 85007	602-542-6191	<a href="http://aztrees.org/grants.html">http://aztrees.org/grants.html</a> <a href="http://www.americanforests.org/global_releaf/grants/">www.americanforests.org/global_releaf/grants/</a>
<b>Access Program</b>	The Landowner Relation Program utilizes funds provided through the access program to perform various projects with private landowners in exchange for short-term or perpetual access agreements. These projects vary in scale depending on the importance of the access point as well as the length of the access agreement. Access funds can also be utilized to purchase perpetual public access easements on privately owned roads that can provide public access to federal lands.	Cost Share	Rolling Deadline	Al Eiden Private Lands Stewardship Coordinator aeiden@azgfd.gov	Arizona Game and Fish Department 5000 W. Carefree Hwy. Phoenix, AZ 85086	623-236-7624	<a href="http://www.azgfd.gov/outdoor_recreation/landowner_access.shtml">http://www.azgfd.gov/outdoor_recreation/landowner_access.shtml</a>
<b>Land Owner Incentive Program</b>	To be eligible for these funds, a habitat project must occur on private land, and the project must conserve, enhance or restore habitat for an "at-risk" species. 25% match is required, which can be in-kind contributions by the landowner (labor, use of equipment, donation of materials, volunteer time, etc).	Match: 25%	Rolling Deadline	Al Eiden Private Lands Stewardship Coordinator aeiden@azgfd.gov	Arizona Game and Fish Department 5000 W. Carefree Hwy. Phoenix, AZ 85087	623-236-7624	<a href="http://www.azgfd.gov/outdoor_recreation/landowner_lip.shtml">http://www.azgfd.gov/outdoor_recreation/landowner_lip.shtml</a>
<b>North American Wetlands Conservation Act Division of Bird Habitat Conservation</b>	Supports public-private partnerships carrying out projects that further the goals of the North American Wetlands Conservation Act. These projects must involve long-term protection, restoration, and/or enhancement of wetlands and associated uplands habitats for the benefit of all wetlands-associated migratory birds.	Match: 50%	Deadline: March 6, and July 31, 2009.	U.S. Standard Grants Program Proposal Coordinators: David Buie david_buie@fws.gov Bonnie Gaukler bonnie_j-gaukler@fws.gov	US Fish and Wildlife Service Division of Bird Habitat Conservation 4401 North Fairfax Drive Mailstop MBSP 4075 Arlington, Virginia 22203 USA	David 301-497-5870 Bonnie 703-358-2017	<a href="http://www.fws.gov/birdhabitat/Grants/NAWCA/Standard/US/index.shtml">www.fws.gov/birdhabitat/Grants/NAWCA/Standard/US/index.shtml</a>
<b>Arizona Safe Routes to School</b>	The Safe Routes to School program has three overarching purposes: 1) to enable and encourage children, including those with disabilities, to walk and bicycle to school;2) to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and 3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce [automobile] traffic, fuel consumption, and air pollution in the vicinity of schools.	Not Available	Not Available	Brian Fellows Arizona DOT SRTS Coordinator bfellows@azdot.gov	Not Available	602-712-8010	<a href="http://www.saferoutespartnership.org/state/5043/arizona">www.saferoutespartnership.org/state/5043/arizona</a> <a href="http://tpd.azdot.gov/planning/srts_index.php">http://tpd.azdot.gov/planning/srts_index.php</a>

**Table 8.4 Potential Municipal Financing Mechanisms and Tools**

<b>Name</b>	<b>Description</b>
<b>General Obligation Bond</b>	Promissory notes backed by the municipality's ability to generate revenues, especially via taxes.
<b>Assessment Bond</b>	Promissory notes backed by a dedicated assessment/tax source (special industry tax, special improvement district tax, etc.).
<b>Revenue Bond</b>	Promissory notes backed by a dedicated revenue source (user fees, impact fees, parking fees, etc.).
<b>Special Industry Tax</b>	Taxes assessed on a specific industry or activity such as rental car tax, hotel bed tax, passenger tax, etc.
<b>Special Improvement District</b>	A generally defined area with taxes imposed to provide specific public services.
<b>Joint Service Authorities</b>	Joint service authorities combine aspects of special improvement districts and intergovernmental agreements. As opposed to special improvement districts, legislation to establish jurisdictional and taxing authority may not be required. Agreements between the City and other agencies, establishing areas of responsibility and levels of funding, are often sufficient to establish joint service authorities.
<b>Partnerships</b>	Partnerships are agreements between the City and other entities such as a private company, another public agency, a not-for-profit organization or simply a group of citizens, for the purpose of providing the resources necessary to deliver a needed park and/or recreation amenity.
<b>Sponsorships</b>	Sponsorships are situations where an outside entity, such as a private company, agrees to assume the annual maintenance costs of a particular community park or to sponsor events and/or activities in parks or other City facilities.
<b>Private Concessionaires</b>	Private Concessionaire contracts may be entered into by the City which provides an amenity for park users, while also generating revenue for the City.
<b>Park and Recreation Gift Catalog</b>	This catalog would detail park and street furnishings and recreation facilities that are needed by the City. Furnishings may include items such as covered picnic tables, barbecue grills, drinking fountains, trash receptacles, park benches, planting boxes, trees, shrubs, flowers, tot lot, and playground equipment. The current price of each item and the number of items needed should be included in the catalog. The Gift Catalog would allow philanthropic businesses, service clubs, and individuals to select items, for donation, possibly on a yearly basis. Plaques and inscriptions may be included. To the purchaser, these gifts represent a tax-deductible contribution or a contribution that has immediate positive results for the community. A range of affordability options should be included.

**Table 8.4 Potential Municipal Financing Mechanisms and Tools (continued)**

<b>Name</b>	<b>Description</b>
<b>Community Roundtable</b>	A roundtable is a mechanism for businesses and community leaders to join forces to support programs for parks, recreation, and open space. The members of the roundtable would agree to contribute to the park system by allocating a percentage of profits to be pooled and donated to the Park and Recreation Department through a Park Foundation. Another aspect of a community roundtable can be the establishment of matching employee programs, where an employee decides that a percentage of their paycheck is donated, while the employer matches the donation. Companies and organizations can also donate services which can be performed on a volunteer basis by employees or members. Corporate sponsorships can also be organized and promoted via the community roundtable.
<b>Cost Recovery From Park and Recreation Fees and User Charges</b>	Key considerations in establishing pricing or cost recovery policy is the communities economic situation, impact of the fee on users, and ability for the City to subsidize the activity. It is important to keep in mind that as the cost of a program or service rises, the number of participants declines. A policy will need to be set and adhered to, in order to keep the program equitable. Activities which benefit the community, i.e., teen programs or league sports, should be subsidized more, while individual activities such as dance classes, should be subsidized less. Imposition of a non-resident user fee surcharge would ensure a fairer share of costs borne by non-residents. The primary disadvantage of a surcharge is that it could limit participation by lower income families.
<b>Enterprise Recreation Facilities</b>	Enterprise Recreation Facilities introduce new facilities into the system that operate for the express purpose of making a profit in order to fund the facility and associated programs. Water theme parks, amusement parks, restaurants and clubhouses at community golf courses and similar facilities represent those kinds of enterprise operations within a community park and recreation system that can earn a respectable return. The City Council and the Park and Recreation Commission may then determine how much of the profit should be reinvested back into the facility and how much can be reallocated into the general Parks and Recreation fund.
<b>Cost Avoidance</b>	Cost avoidance is a strategy wherein foreseeable future costs are avoided by preventative or efficiency measures in the near-term. The preventative or efficiency measure typically has a cost of its own; however, it is justified by the net savings it generates from evading future costs. Examples of cost avoidance include replacing equipment parts before they fail and damage other parts and obtaining economies of scale by aggregating known future expenditures. The money saved on operations and maintenance can be used to fund improvements and land acquisition.
<b>Utility Bill Donations</b>	A utility bill donation program is a viable method for the public to contribute to the park and recreation system. The option for donation would appear on City utility bills.

Source: ESI Corp

## Appendix A – Public Participation Input

# City of Avondale

## City of Avondale Parks, Recreation Facilities & Trails Master Plan

Public Meeting #1 Comments Summary  
September 10, 2008

### **Values**

- Clean parks and facilities
- Clean restrooms
- Convenient access
- Variety of parks
- Buildings that provide a variety of options for different age groups and abilities in close proximity to each other
- Adequate shade structures
- Good enforcement of policies leads to a feeling of safety and security
- Dog park is great for families
- No conflict of usage
- Encourage larger, open recreation areas vs. pocket parks
- Like Rio Vista Park (Peoria)
- Convenient access to dog park
- Walking within safe, lit areas
- Openness of City staff
- Long bike/hike routes without interacting with traffic
- Water and Play in same area

### **Issues**

- Affordable areas for activities
- No indoor recreation area/teen center
- No fields available for league play (Adult Baseball)
- Parking is a problem (insufficient)
- Lack of pool and water features (splash parks)
- Lack of areas for group activities (family activities that provide areas during summer heat)
- Insufficient outdoor facilities (multipurpose)

### **Needs**

- Restrooms closer to ramadas for convenience
- Large pavilion with BBQ and picnic facilities – including food prep facilities
- Family-oriented activities
- Indoor gym
- Greenbelt/Recreation corridor along Agua Fria
- Interactive green area
- Six adult baseball fields
- Upgrade existing trails
- Basketball courts (Lit)
- Build facilities with expansion in mind
- Public Golf Course
- Areas for fishing
- Indoor multi-purpose facility
  
- Need place for pick up games (open turf areas with backstop)
- Need for enough land for park development
- Areas for teen activities
- Ramadas with misting systems
- Lighted fields
- Areas for older teen, adult, and senior activities

- Areas of activities for all age groups

**Additional Comments Received at Public Meeting**

From comment sheets:

1. Splash Park, indoor/outdoor heated pool, waterpark
2. Heated Swimming Pool (most)  
Restrooms Near Ramadas (most)  
Boulder Co., Ballfields
3. Outdoor Recreation – "A Pool Park"  
Beach Style "A tropical getaway in the desert."
  - A place to hold community/city functions (splash night, concerts, etc. & charge admittance.)\*Have a small stage with a bonfire pit.
  - Hold youth activities and events. A positive outlet, keeping them involved in the community. Great opportunity for jobs for teens.
  - Place affordable frequent visits. (\$5.00 residents/non. Res. \$6.00)
  - Family oriented environment. Have picnic tables, Barbecue pits, and sand area with children's jungle gym, volleyball nets.
  - Have birthday/company parties or just to get out with friends/family.
  - Pool features may include:
    - o Waterfall slide
    - o Pirate boat in the water, where kids can play on. Maybe with a plank, telescope, compass, and maps.
    - o Water guns on boat & sides of pool for and extra splash!
    - o Have rafts, floaters, and inner tubes there for rentals or can bring your own.

Other Accommodations:

- Snack bar
- Ice cream/Hawaiian Shaved ice karts (Vendors can pay a permit fee to the city. So, It would be 100% profit)
- Bathrooms/ with showers.
- Have an indoor "party room" for reserved parties only
- You can also hold classes there. Swimming lessons, water aerobics, have yoga "on the Beach"
- Lifeguards on duty
- Great place for school field trip.

Depending on park location can also be a beautiful setting for other businesses.

4. Pool, Recreation Center  
Benchmark – Goodyear Park  
Rio Vista Park
5. I would just like to point out that there is about 16 Teams of Single (A) Baseball that have been playing in Avondale since 12 Years ago and are not able to because there is no baseball fields anymore in Avondale.  
All these teams got families that go watch and have fun watching a good (Baseball Fields.)

**Note: 16 Teams = About 400 Players (avg) + Families that sometimes can't go on a Sunday to play or watch that event because there is no fields and other cities don't rent or it's too far...**

**City of Avondale  
Parks, Recreation Facilities & Trails Master Plan**

**PUBLIC MEETING #1 SURVEY RESULTS (5 Respondents)**

The following information was identified to be the major and/or most important recreation facilities and components desired from the surveys distributed at the first public meeting. Percentages were derived from the total number of completed surveys submitted.

**MASTER PLAN ELEMENT**

**1) What types of facilities or settings would you spend the most time using?**

<i>Recreational (Pick-up Games, Open Play, etc.)</i>	80.0%
<i>Competitive (sports tournaments, events, etc.)</i>	80.0%
<i>Educational/ Interpretive</i>	60.0%
<i>Leisure (Passive, Picnic, Trails, etc.)</i>	40.0%

**2) What types of park facilities would you use?**

<i>Play Areas (6-12 year olds)</i>	80.0%
<i>Tot Lots (2-5 year olds)</i>	80.0%
<i>Open Picnic Tables with BBQs</i>	60.0%
<i>Baseball Fields</i>	60.0%
<i>Special Gathering/Events/Activity Areas</i>	60.0%
<i>Single Family Picnic Ramadas</i>	40.0%
<i>Group Picnic Ramadas</i>	40.0%
<i>Softball Fields</i>	40.0%
<i>Sand Volleyball Courts</i>	40.0%
<i>Walking Paths (Paved)</i>	40.0%
<i>Fishing Lakes/Ponds</i>	40.0%
<i>Indoor Recreation Facilities</i>	40.0%
<i>Open Grass Play Areas</i>	20.0%
<i>Soccer Fields</i>	20.0%
<i>Tennis Courts</i>	20.0%
<i>Fitness Courses</i>	20.0%
<i>Off-leash Dog Parks</i>	20.0%
<i>Natural Interpretive Areas</i>	20.0%
<i>Sculpture/Art Garden</i>	20.0%
<i>Skateboard Parks</i>	20.0%
<i>Racquetball Courts</i>	0.0%
<i>Basketball Courts</i>	0.0%
<i>Decomposed Granite Trails (Unpaved)</i>	0.0%
<i>BMX Parks</i>	0.0%
<i>Bird Habitat Areas</i>	0.0%

**3) What amenities are the most important to include in a park?**

<i>Trash Receptacles</i>	100.0%
<i>Shade Trees</i>	100.0%
<i>Drinking Fountains</i>	100.0%
<i>Pathway/Security Lighting</i>	100.0%
<i>Benches</i>	80.0%
<i>Parking</i>	80.0%
<i>Picnic Tables</i>	60.0%
<i>Grass Amphitheaters</i>	60.0%
<i>Barbeque Grills</i>	60.0%
<i>Bike Racks</i>	60.0%
<i>Landscape Berms/Forms</i>	60.0%
<i>Drought Tolerant Landscape Plantings</i>	60.0%
<i>Emergency System/Phone</i>	60.0%
<i>Limited Perimeter Access</i>	40.0%

Source: Logan Simpson Design, Inc.

**City of Avondale Parks, Recreation Facilities & Trails Master Plan  
Survey Results for PUBLIC MEETING #1 (September 10, 2008)**

**Additional Comments**

1. Comments on front of survey: [RE:"Shade Trees"] ☆ ; Comments on back of survey: No Comment.

2. Splash park, indoor/outdoor heated pool, waterpark.

3. Heated Swimming Pool (most)

Restrooms near ramadas (most)

Boulder, CO. ballfields

[attached document "Outdoor Recreation – 'A Pool Park'"]

Outdoor Recreation – "A Pool Park"

Beach Style "A tropical getaway in the desert."

- A place to hold community/city functions (splash night, concerts, etc. & charge admittance.)\*Have a small stage with a bonfire pit.
- Hold youth activities and events. A positive outlet, keeping them involved in the community. Great opportunity for jobs for teens.
- Place affordable frequent visits. (\$5.00 residents/non. Res. \$6.00)
- Family oriented environment. Have picnic tables, Barbecue pits, and sand area with children's jungle gym, volleyball nets.
- Have birthday/company parties or just to get out with friends/family.
- Pool features may include:
  - o Waterfall slide
  - o Pirate boat in the water, where kids can play on. Maybe with a plank, telescope, compass, and maps.
  - o Water guns on boat & sides of pool for and extra splash!
  - o Have rafts, floaters, and inner tubes there for rentals or can bring your own.

Other Accommodations:

- Snack bar
- Ice cream/Hawaiian Shaved ice karts (Vendors can pay a permit fee to the city. So, it would be 100% profit)
- Bathrooms/ with showers.
- Have and indoor "party room" for reserved parties only
- You can also hold classes there. Swimming lessons, water aerobics, have yoga "on the Beach"
- Lifeguards on duty
- Great place for school field trip.

Depending on park location can also be a beautiful setting for other businesses.

4. No Comment

5. Pool, Recreation Center

Benchmark – Goodyear Park

Rio Vista Park

**City of Avondale**  
**Parks, Recreation Facilities & Trails Master Plan**  
**WORLD FEST SURVEY RESULTS (17 Respondents)**

The following information was identified to be the major and/or most important recreation facilities and components desired from the surveys distributed at the World Fest event. Percentages were derived from the total number of completed surveys submitted.

**MASTER PLAN ELEMENT**

**1) What types of facilities or settings would you spend the most time using?**

<i>Leisure (Passive, Picnic, Trails, etc.)</i>	88.2%
<i>Educational/ Interpretive</i>	82.4%
<i>Competitive (sports tournaments, events, etc.)</i>	52.9%
<i>Recreational (Pick-up Games, Open Play, etc.)</i>	41.2%

**2) What types of park facilities would you use?**

<i>Walking Paths (Paved)</i>	88.2%
<i>Fitness Courses</i>	76.5%
<i>Special Gathering/Events/Activity Areas</i>	70.6%
<i>Natural Interpretive Areas</i>	70.6%
<i>Fishing Lakes/Ponds</i>	70.6%
<i>Sculpture/Art Garden</i>	70.6%
<i>Indoor Recreation Facilities</i>	70.6%
<i>Sand Volleyball Courts</i>	64.7%
<i>Decomposed Granite Trails (Unpaved)</i>	64.7%
<i>Open Picnic Tables with BBQs</i>	58.8%
<i>Single Family Picnic Ramadas</i>	58.8%
<i>Open Grass Play Areas</i>	58.8%
<i>Racquetball Courts</i>	52.9%
<i>Play Areas (6-12 year olds)</i>	52.9%
<i>Off-leash Dog Parks</i>	52.9%
<i>Bird Habitat Areas</i>	52.9%
<i>Group Picnic Ramadas</i>	47.1%
<i>Basketball Courts</i>	47.1%
<i>Tennis Courts</i>	47.1%
<i>Tot Lots (2-5 year olds)</i>	47.1%
<i>Skateboard Parks</i>	47.1%
<i>BMX Parks</i>	41.2%
<i>Soccer Fields</i>	35.3%
<i>Baseball Fields</i>	29.4%
<i>Softball Fields</i>	29.4%

**3) What amenities are the most important to include in a park?**

<i>Shade Trees</i>	88.2%
<i>Picnic Tables</i>	82.4%
<i>Trash Receptacles</i>	82.4%
<i>Drinking Fountains</i>	76.5%
<i>Pathway/Security Lighting</i>	76.5%
<i>Benches</i>	70.6%
<i>Landscape Berms/Forms</i>	70.6%
<i>Drought Tolerant Landscape Plantings</i>	70.6%
<i>Parking</i>	70.6%
<i>Barbeque Grills</i>	58.8%
<i>Emergency System/Phone</i>	58.8%
<i>Grass Amphitheaters</i>	52.9%
<i>Bike Racks</i>	52.9%
<i>Limited Perimeter Access</i>	52.9%

4) How often do you use a bicycle to travel to or from the following destinations?	
Neighborhood or City Park	41.2%
A Trail System	29.4%
Gym, Rec Centers or Sports (not at a school)	23.5%
Avondale City Hall	23.5%
Special Events or Parades	23.5%
Libraries	17.6%
Work	11.8%
A Public Transit Stop	11.8%
Shopping or Dining	11.8%
School	5.9%

Source: Logan Simpson Design, Inc.

## ***City of Avondale Parks, Recreation Facilities & Trails Master Plan Survey Results for World Fest (September 13, 2008)***

### ***Additional Comments***

1. No Comment
2. No Comment
3. No Comment
4. No Comment
5. Definately more tot lots, + put them closer to the bathrooms (easier for little ones potty training)  
SpASh PAD!!!
6. No Comment
7. No Comment
8. No Comment
9. No Comment
10. [Comment from front of page: Multiple checkmarks on "Off-leash Dog Parks"] [Comment from back of page: Nikola J. Moody 623-210-8233]
11. Indoor Swimming Pool
12. Friendship Park is not a free park. We are always kicked off the fields, even if the field is not reserved.
13. No Comment
14. No Comment
15. No Comment
16. No Comment
17. The Events Committee has had some really great activities!! Keep it up!

# City of Avondale

## Parks, Recreation Facilities & Trails Master Plan

Stakeholder Meeting #1  
Comments Summary  
November 18, 2008

### ***Comments Received at Stakeholder Meeting***

- Joint ventures with Flood Control District of Maricopa County should be pursued for future recreation facilities.
- Desire outdoor fields to have year-round use.
- Trails and trail connectivity are critical; new trail linkages should be proposed in areas to complete an overall trail system and network.
- Park users drive (instead of walk or bike) to larger community park facilities that offer multiple recreational opportunities; use larger park as a designation place and once there will participate in other recreational activities (e.g. – hiking).
- Existing canals and flood control features should be utilized as trail connection linkages and corridors.
- Trailheads should be incorporated in regional areas; access should be located in areas that would benefit many trails users.
- Trail connection links need to be open to everyone; trail corridors should not be located in public areas that then connect to private developments because private developments can fence-off sections of a trail network and then trail users cannot access entire trail system (e.g. – Crystal Gardens Development).
- Need an indoor recreation facility that is community-owned and contains a mix of indoor facilities, weight-lifting, basketball, etc. (e.g. – Maryville).
- Opportunities for outdoor recreation activities (fishing, etc.) using manmade and natural flood control facilities; including the use of future facilities.
- Would like to have kayaking, moving water trails, it would be a unique attraction to the local area (e.g. – Charlotte, NC and Moab, UT); water recreation, ecotourism.
- City should pursue public/private partnership opportunities.
- Joining together with other cities as a partnership to develop future recreation facilities to alleviate duplication of same facilities within neighboring cities (e.g. – City of Avondale could partner with the City of Goodyear in developing outdoor recreation facilities in the ADOT basins).
- Important to diversify recreation facilities for both cities (Avondale and Goodyear).
- Volunteer coaches for football and soccer leagues prefer open grass areas for practice purposes for both types of sports. Multi-use areas are more beneficial to multiple sports because they are not programmed or designed as a single sport use area, and these areas can also be used throughout the week. Leagues rent designated sport areas for official games and tournament play only.
- Indoor recreation facility needed within a regional park. Poor air quality and high outdoor temperatures are big issues that will continue to force more people to use indoor facilities. Preferred indoor recreation facilities would include soccer, court sports, running track, and exercise equipment.
- Multi-recreational uses within indoor facilities would be beneficial along with multi-revenue producing methods. Include other uses within facility that would benefit indoor recreation users (e.g. – food and beverage, meeting rooms, etc.)

# City of Avondale

## Parks, Recreation Facilities & Trails Master Plan

Stakeholder Meeting #2  
Comments Summary  
January 14th, 2009

### ***Comments Received at Stakeholder Meeting***

- Soccer – Friendship Park’s fields are ideal.
- Football – currently use two fields to accommodate 3-6 teams at Friendship Park.
- Prefer current location of existing fields at Friendship Park.
- Friendship Park’s field sizes are accurate but there is not enough parking to accommodate amount of users for existing facilities.
- Field conditions at Friendship Park are poor/over used.
- Need more of the same type of fields that are at Friendship Park.
- Soccer – can fill up five fields every Saturday.
- Larger fields needed – High School sizes.
- Need another four diamond field complex to accommodate softball, baseball, and batting cages.
- Prefer natural turf for ballfields and soccer.
- Good example of multiple fields for football is the Glendale Sports Complex (one main field with three practice fields).
- Fields are over programmed, too many users.
- Need more trails – have seen an increase in bike users.
- Aging population prefers passive recreation.
- Need to review passive use areas vs. active areas of the City based on geographics and distance from home.
- Shorter duration (drive) times for active vs. passive recreation needs.
- Trade-off use of facilities to give fields (grass) time to rest.

## Appendix B – Needs Assessment Survey Report

## Appendix C – Benchmark Survey Report



# CITY OF AVONDALE

## Parks, Recreation Facilities & Trails Master Plan

August 2009

**RESOLUTION NO. 2856-909**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,  
ARIZONA, APPROVING THE CITY OF AVONDALE PARKS,  
RECREATION FACILITIES & TRAILS MASTER PLAN.

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

SECTION 1. That the City of Avondale Parks, Recreation Facilities & Trails Master Plan is hereby adopted in the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
RESOLUTION NO. 2856-909

(City of Avondale Parks, Recreation Facilities & Trails Master Plan)

See following pages.



# City of Avondale

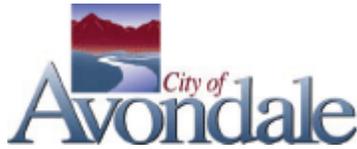
## Parks, Recreation Facilities & Trails Master Plan

August 2009



LOGAN SIMPSON  
DESIGN INC.

The remainder of this document on file with the City Clerk.



# DEVELOPMENT SERVICES

**SUBJECT:**

Public Hearing and Ordinance 1387-909 - PAD  
Amendment Avondale Live (formerly La Entrada)  
Z-09-4

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

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**REQUEST:** Amend the Avondale Live (formerly La Entrada) PAD

**PARCEL SIZE:** 62 acres

**LOCATION:** NWC & SWC 99th Ave and Encanto Blvd. alignment

**APPLICANT:** Chad Day, Bodner Avondale I, LLC (602-604-8266)

**OWNER:** Bodner Avondale I, LLC (602-604-8266)

**BACKGROUND:**

1. Two lots, comprising approximately 7 acres at the north end of the property, were annexed into the City on February 1, 1999 and zoned AG. The 19 acres immediately north of the Encanto Blvd. alignment were annexed into the City on September 6, 1984. The 34 acres south of the Encanto Blvd. alignment were annexed into the City on May 26, 1981.
2. On May 21, 2007, the City Council rezoned the property to PAD (Planned Area Development) for a proposed mixed use development called La Entrada. On February 2, 2009, the City Council approved an amendment to the permitted use list for the south half of the La Entrada PAD, to allow "movie studio production and support facilities" and "indoor live entertainment, outdoor amphitheater, and theater support facilities" as permitted uses.
3. The original La Entrada PAD included a multi-family residential component (22 dwelling units per acre) north of Encanto Blvd. and a commercial/office component south of Encanto Blvd.
4. The General Plan land use designation for this property is Mixed Use. The existing PAD is consistent with this General Plan Designation.
5. The subject property is bounded by 99th Avenue on the east; Gateway Pavilions on the south; CJS Movie Studio, Rio Vista Elementary School, large lot County residential neighborhood on the west; and a vacant property on the north.

**SUMMARY OF REQUEST:**

1. The applicant has requested an amended use list, development standards, and development plan for the 62 acre La Entrada Planned Area Development (PAD). Additionally, the applicant is changing the name of the PAD from La Entrada to Avondale Live.
2. In the original La Entrada PAD, the Commercial Village encompassed the entire south half of the property, while the Residential Village encompassed almost the entire north half of the property. The applicant is proposing to divide the original Commercial Village in half: the west half would become the Studio District and the east half would be the Commercial District. The area of the Residential Village north of Encanto Blvd. would remain the same.
3. The Studio District is proposed as the first phase, and would be completed as one phase. As a

part of the first phase, the applicant will complete all off-site improvements, including widening 99th Avenue to its full half-street cross section; construction of Encanto Blvd. from 99th Avenue to near the western property line of the property; and the relocation and piping of the existing SRP canal along the eastern property line.

4. The Studio District is proposed to include a large L-shaped building for offices and movie studios up to six stories; a smaller building for studio production support activities, such as set building and costume design; and a parking structure that will ultimately serve both the Studio District and Commercial District. In order to accommodate the change in buildings and the revised building layout, the applicant has proposed minor modifications to the building and parking setbacks, as well as the allowed building height.
5. The Commercial District is proposed to include restaurant and retail buildings, constructed to face inward, surrounding a large pedestrian area with a water feature in the middle. All parking for the Commercial District will be accommodated by the parking structure that will be constructed as part of the Studio District, as well as an expansion of the parking structure across Encanto Blvd. to the north.
6. The Residential Village is proposed to vary somewhat from the original Residential Village in the La Entrada PAD, to reorient the buildings and provide additional open space.

### **PARTICIPATION:**

The applicant invited 32 property owners and other interested parties to a neighborhood meeting held on April 9, 2009 to discuss the proposal. No property owners and interested parties attended the meeting.

The Planning Division has received no correspondence regarding the proposed PAD amendment.

A notice was published in the West Valley View on August 4, 2009. The property was posted on August 4, 2009. Letters were sent to 32 property owners on August 4, 2009.

A notice was published in the West Valley View on August 25, 2009. The property was posted on August 25, 2009. Letters were sent to 32 property owners on August 25, 2009.

### **PLANNING COMMISSION ACTION:**

At their August 20, 2009, meeting, the Planning Commission voted 6-0 to forward a recommendation of **APPROVAL** subject to the following conditions:

1. Development of the subject property shall conform to the Avondale Live PAD Amendment Narrative date stamped August 10, 2009, except as modified by these stipulations.
2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
3. Financial assurance for all work within the public right-of-way shall be made prior to the issuance of the first construction permit.
4. All common, landscape, and open space areas to include recreational structures shall be maintained by the Property Manager and/or Homeowners Association in accordance with the approved plan.
5. Final driveway locations, curb cuts, and street cross-sections shall be finalized at the time of master site plan approval, as determined by the City Engineer.
6. As part of the first phase of development, the developer shall relocate the existing SRP irrigation canal along 99th Avenue per SRP requirements. This shall include, but not be limited to, the construction of the new pipe and the recording of any necessary easements.
7. The developer shall dedicate right-of-way for 99th Avenue as required by the City Engineer prior to the issuance of a building permit. 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. The developer shall dedicate right-of-way for Encanto Blvd. from the eastern property line to

the western property line of the subject property as required by the City Engineer prior to the issuance of a building permit. 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.

9. As part of the first phase of development, the developer shall construct the full half-street improvements of the west side of 99th Avenue adjacent to the subject property and the entire width of Encanto Blvd. as shown in the PAD amendment.
10. Prior to the issuance of a building permit, the developer shall contribute towards the cost of the design, purchase, and installation of new traffic signals warranted by this development, as determined by the City Engineer during the master site plan review and approval process. This contribution will include no more than 50% of the cost of design, purchase, and installation of a new traffic signal at the intersection of 99th Avenue and Encanto Blvd.
11. As part of the submittal of phase one and phase two master site plan, the developer shall submit a sound study conducted by a registered architect or registered or certified sound technician, as acceptable by the Zoning Administrator or his or her designee, to determine the effect of any theater or outdoor activities conducted on site.
12. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to the recording of the final plat or issuance of a building permit, whichever comes first.
13. The developer shall allocate any SRP surface water rights or any other surface water rights to the City prior to the recording of the final plat or issuance of a building permit, whichever comes first.
14. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to the recording of the final plat or issuance of a building permit, whichever comes first.

## **ANALYSIS:**

### *General Plan, Freeway Corridor Specific Plan, and North Avondale Specific Plan*

The 2002 General Plan designates the subject property as Mixed Use, which calls for a mix of high intensity uses with a retail commercial emphasis, and may include up to 45% of the development as residential. The original La Entrada PAD allows commercial development, primarily office and retail, south of Encanto Blvd., with multi-family residential north of Encanto Blvd. The proposed amendment includes higher-intensity commercial uses on the portion south of Encanto Blvd., and a similar residential component north of Encanto Blvd. The proposed amendment meets the intent of the Mixed-Use designation in the General Plan.

The Freeway Corridor Specific Plan refers to the portion of the property south of Encanto Blvd. as a Corridor Entry area, which is most suited for regional and community-wide commercial services. The Studio District and Commercial District are designed to provide both regional attractions and community-oriented services. The proposed amendment meets the intent of the Freeway Corridor Specific Plan.

The North Avondale Specific Plan refers to the portion of the property north of Encanto Blvd. as part of the Transition Area, which calls for high visibility development to serve as a focal anchor for 99th Avenue's community edge identity. The multi-family residential in the proposed amendment will provide a high-profile residential component to the development and the area, and help supplement the overall development by providing a nearby market for the uses in the southern portion of the development. The multi-family will also serve as a transition from higher intensity office development in Phoenix to the east to the lower-density single-family development in Avondale to the west. The proposed amendment meets the intent of the North Avondale Specific Plan.

### *Permitted and Conditional Uses*

The original La Entrada PAD included a custom use list for the southern portion of the property, similar to the uses allowed in the C-2 (Community Commercial) zoning district. The proposed amendment keeps the existing use list similar for the Commercial District. The proposed amendment changes the use list for the Studio District to limit the allowed uses to movie studios and associated uses for studio production and related tourism. The use list for the Residential Village is proposed to remain largely the same as the original La Entrada PAD, allowing multi-family residential developments with a maximum density of 22 units per acre, as well as other uses typically associated with multi-family developments.

### *Development and Design Standards*

The development standards for the southern portion of the original La Entrada PAD were written to create a high-intensity, urban-style office and commercial development, with small setbacks for building and parking. The proposed amendment changes the setbacks for the Studio District to be more appropriate for a movie studio development, with fewer, larger buildings, and larger setback areas for landscaping along public rights-of-way. The setbacks for the Commercial District are proposed to be increased, as well, to provide more of a compact commercial development, with internal open space and surrounding landscaping. The setbacks for the Residential Village are proposed to increase slightly to provide a larger buffer from adjacent properties and from Encanto Blvd.

In December 2007, after the approval of the original La Entrada PAD, the Freeway Corridor Specific Plan was amended to allow buildings to be a maximum of six stories, rather than a maximum of four stories previously. The PAD amendment changes the maximum allowed building height south of Encanto Blvd. to allow for a maximum of six stories in the Commercial Village and a maximum of 70' (equivalent to a six story building) in the Studio District. The maximum building height in the Residential Village is proposed to stay at three stories.

The proposed amendment meets or exceeds the requirements of the new Landscape Ordinance. A minimum of 15% of the Studio District will be required to be landscaped, consistent with the Landscape Ordinance. A minimum of 25% of the Commercial District will be required to be landscaped, exceeding the requirements of the Landscape Ordinance. The Commercial District will also be required to include a water feature, as shown in the conceptual development plan. The Residential Village will meet the requirements of the Landscape Ordinance by including a minimum of 20% landscaped open space, with 5% added for each additional story of a multi-story building on the site.

The amendment will require consistent four sided architectural treatment for all buildings in the three areas. Specific, high quality building materials are required, including metal, stone, masonry and tile. The buildings in the Studio District will be detailed tilt panel concrete, while the buildings in the Commercial District will include similar building materials, but will not include concrete tilt panels and can only include limited stucco as an accent material.

A stipulation has been included to require conformance with the Commercial/Industrial/Multi-Family Design Manual for design aspects not addressed by the PAD.

### *Signage*

The allowed signage for the amended PAD is largely consistent with previously approved PADs of similar size, as well as with the current draft of the Sign Ordinance. The major deviation from the existing and draft Sign Ordinances is the allowance for Center Identification Archway Signs. The amended PAD allows for one 38' tall archway sign spanning Encanto Blvd. near 99th Avenue to

signify the main customer entrance and a second 38' tall archway sign spanning a service driveway at the south end of the property. These types of signs are not discussed in the Sign Ordinance; therefore, a unique allowance is included in this PAD amendment.

### *Streets*

The project will be served primarily by Encanto Blvd. The main entrance to the Studio District, parking garage (shared by the Studio District and Commercial District), and the Residential Village will be off of Encanto Blvd. In addition, the PAD amendment includes a service driveway at the south end of the property, and an exit driveway for residents at the north end of the property.

The original La Entrada PAD required that Encanto Blvd. be constructed from 99th Avenue to the west property line, and across the SRP canal to connect to the existing Encanto Blvd. to the west. The PAD amendment does not require the full extension of Encanto Blvd. across the SRP canal, but instead allows Encanto Blvd. to end in a cul-de-sac east of the SRP canal. A stipulation has been added to require the dedication of right-of-way for Encanto Blvd. all the way to the western property line to allow for future extension of Encanto Blvd. if warranted.

### *Community Impact*

The proposed PAD amendment will provide a unique regional industry and tourist attraction.

The first phase of development will result in the widening of 99th Avenue to its ultimate cross section and the burying of the SRP canal along 99th Avenue for the entire length of the property. The first phase will also include the dedication of the Encanto Blvd. alignment, construction of Encanto Blvd., and a traffic signal at the intersection of 99th Avenue and Encanto Blvd.

As a result of the amendment, the quality of the site design, overall landscaping, and architecture required for the development will be enhanced from the previously approved PAD for this property.

### *Conclusion*

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested PAD amendment. This request meets the required criteria and will conform to the conditions of approval.

### **FINDINGS:**

1. The project meets the General Plan Land Use of Mixed use for this site.
2. The development will conform to the standards listed above.
3. The project will meet the Avondale Commercial/Industrial/Multi-Family Design Manual.
4. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

### **RECOMMENDATION:**

The Council should hold a public hearing and vote to adopt the ordinance amending the Avondale Live (formerly La Entrada) Planned Area Development.

### **PROPOSED MOTION:**

I move that the City Council accept the findings and **ADOPT** the ordinance approving application Z-09-4, an amendment to the Avondale Live (formerly La Entrada) Planned Area Development, subject to the 14 conditions of approval recommended by the Planning Commission.

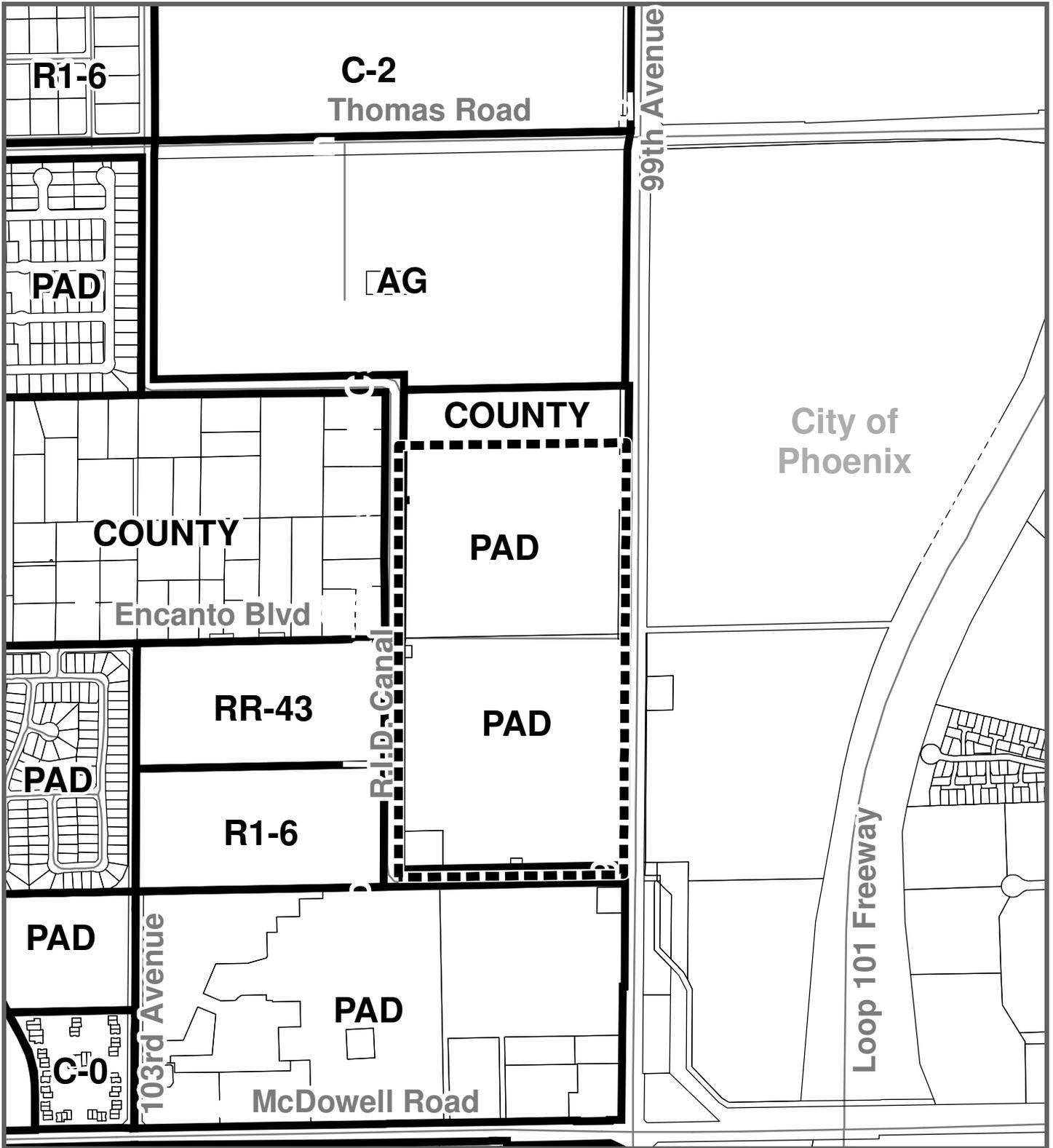
## **ATTACHMENTS:**

### **Click to download**

- 📄 [Exhibit A - Zoning Vicinity Map](#)
- 📄 [Exhibit B - Aerial Photo](#)
- 📄 [Exhibit C - General Plan Land Use Map](#)
- 📄 [Exhibit D - Summary of Related Facts](#)
- 📄 [Exhibit E - Original La Entrada Conceptual Development Plan](#)
- 📄 [Exhibit F - Proposed Avondale Live Conceptual Development Plan](#)
- 📄 [Exhibit G - Draft Planning Commission Minutes, August 20, 2009](#)
- 📄 [Avondale Live Proposed PAD Amendment document](#)
- 📄 [Ordinance 1387-909](#)

## **PROJECT MANAGER:**

Scott Wilken, Senior Planner, 623-333-4016

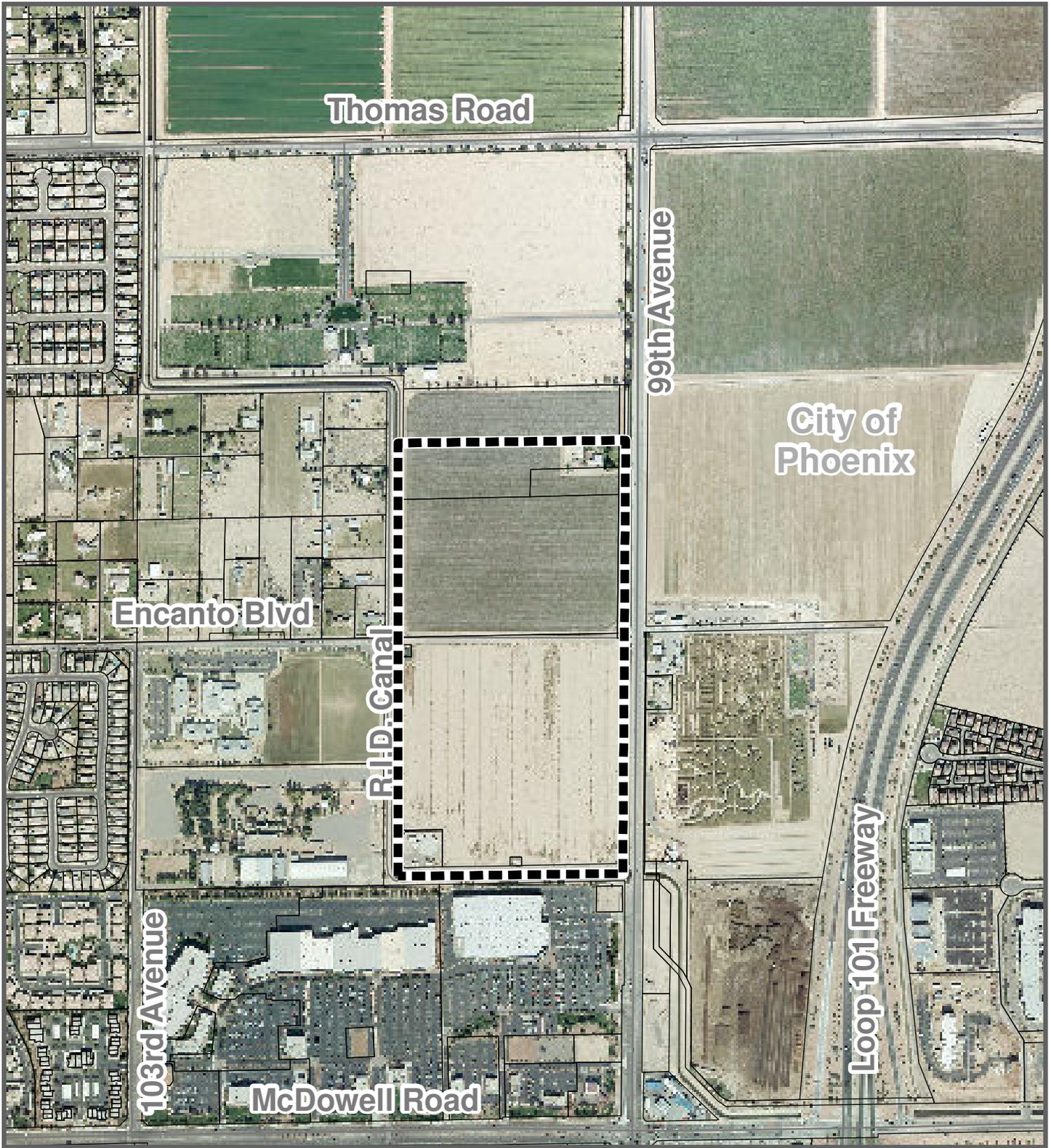


### Zoning Vicinity Map Z-09-4



Subject Site



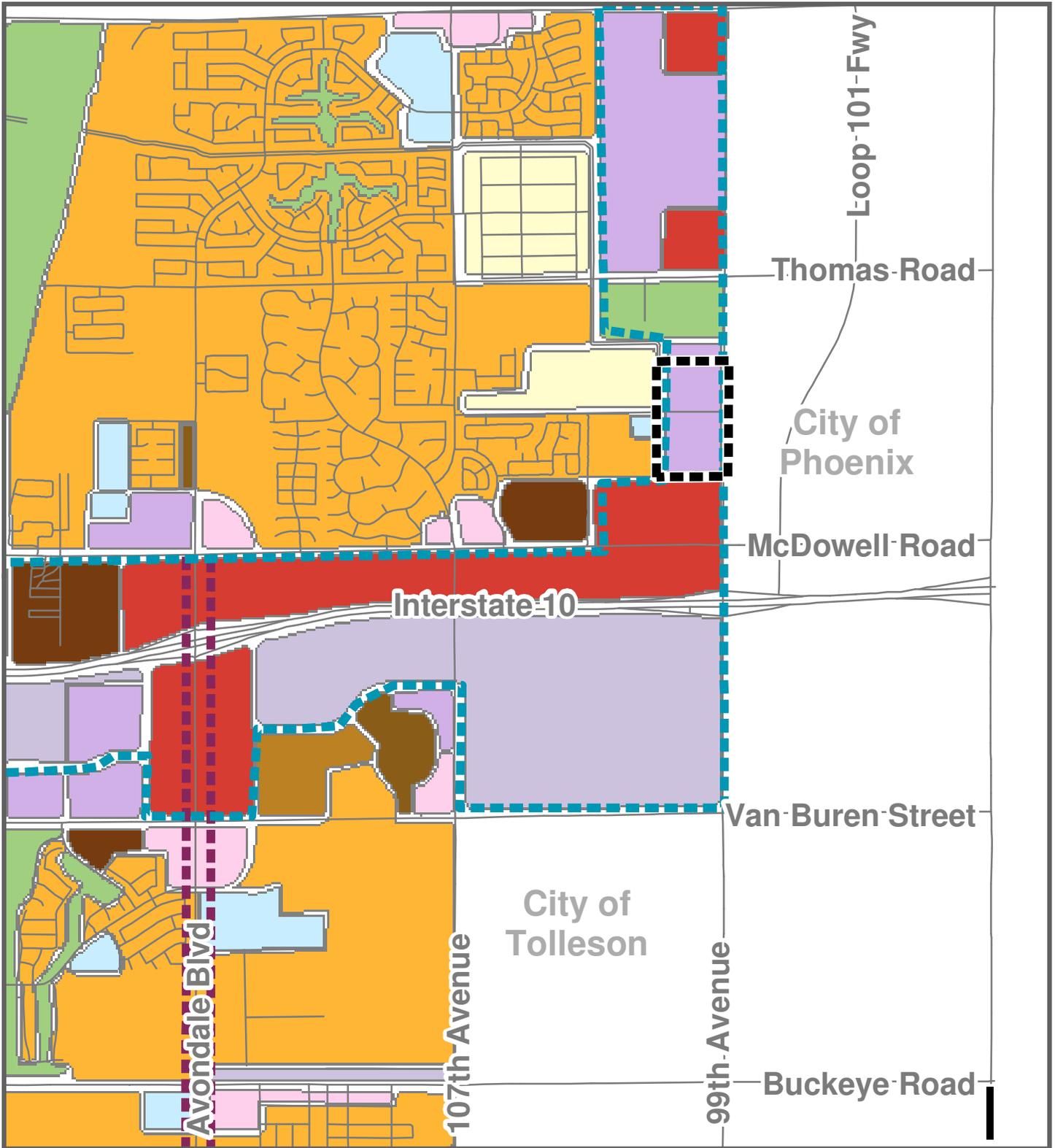


**Aerial Photo Jan 2008**  
**Z-09-4**



Subject Site





**General Plan Land Use - Z-09-4**

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

## SUMMARY OF RELATED FACTS

## APPLICATION Z-09-4

<i>THE PROPERTY</i>	
PARCEL SIZE	60.77 acres
LOCATION	West side of 99 <sup>th</sup> Avenue, north and south of Encanto Blvd. alignment
PHYSICAL CHARACTERISTICS	Currently vacant
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD
ZONING HISTORY	Zoned R1-6 prior to 1990; rezoned to PAD May 21, 2007
DEVELOPMENT AGREEMENT	There is no development agreement for this property.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	County Rural-43- vacant
EAST	City of Phoenix - vacant
SOUTH	PAD – shopping center
WEST	RR-43 and R1-6 – elementary school and movie studio

<i>GENERAL PLAN</i>	
The subject property is designated as Mixed-Use on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Pendergast Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Rio Vista Elementary School (K-8)
HIGH SCHOOL	La Joya Community High School

<i>STREETS</i>	
<b>99<sup>th</sup> Avenue</b>	
Classification	Arterial
Existing half street ROW	32 feet
Standard half street ROW	65 feet
Existing half street improvements	2 traffic lanes
Standard half street improvements	3 traffic lanes and median, curb, gutter, detached sidewalk, bike lane, landscaping and streetlights.

**111<sup>th</sup> Avenue**

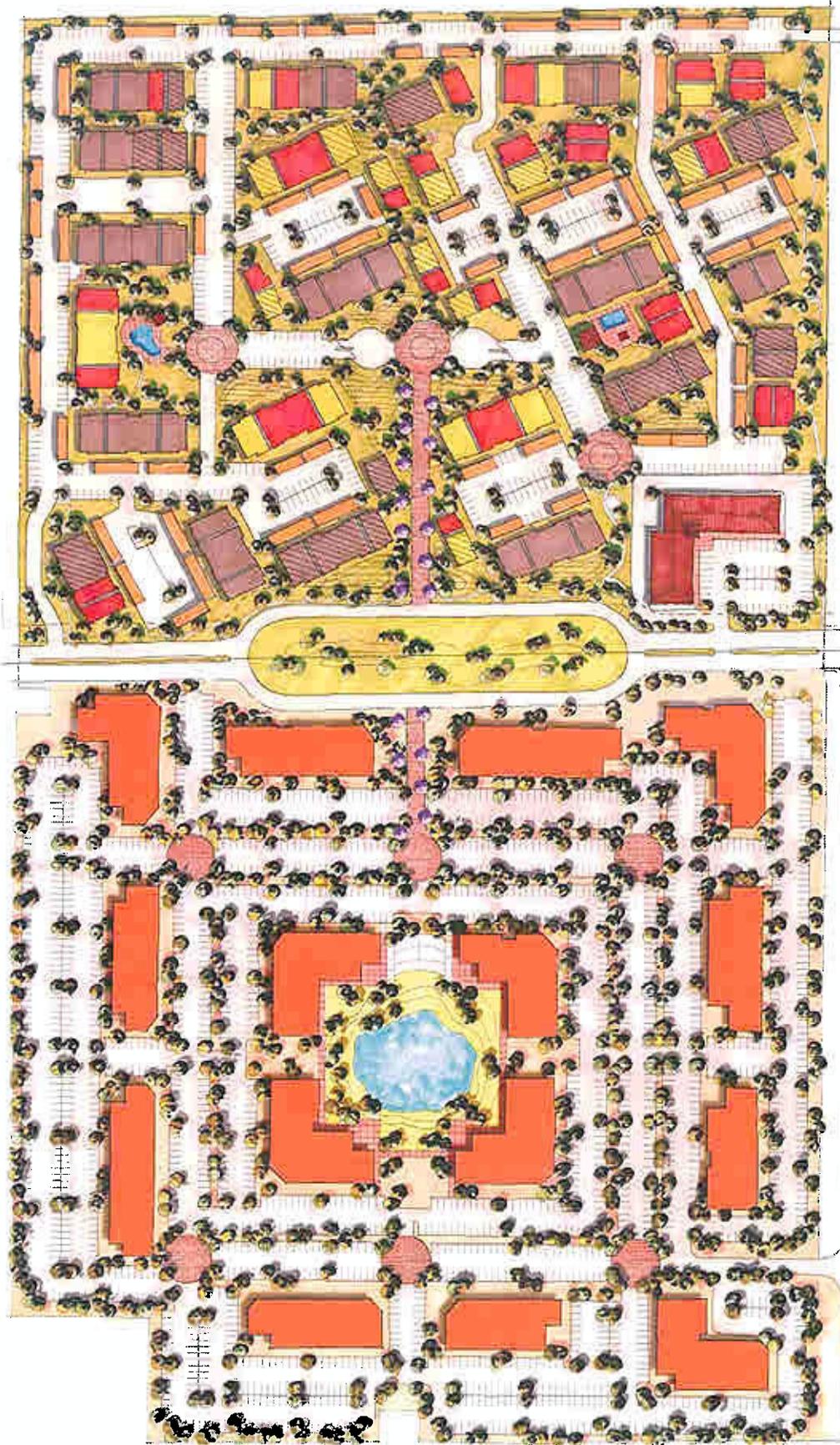
Classification	Collector
Existing half street ROW	0 feet
Standard half street ROW	50 feet
Existing half street improvements	None
Standard half street improvements	2.5 travel lanes, curb and gutter, detached sidewalks, street lights, bike lane and landscaping.

*UTILITIES*

Water connection will be provided to an existing 16-inch water line in 99<sup>th</sup> Avenue.

A new wastewater line will be constructed by the developer to the west to an existing 15” sewer line in 103<sup>rd</sup> Avenue.

# LA ENTRADA VILLAGE



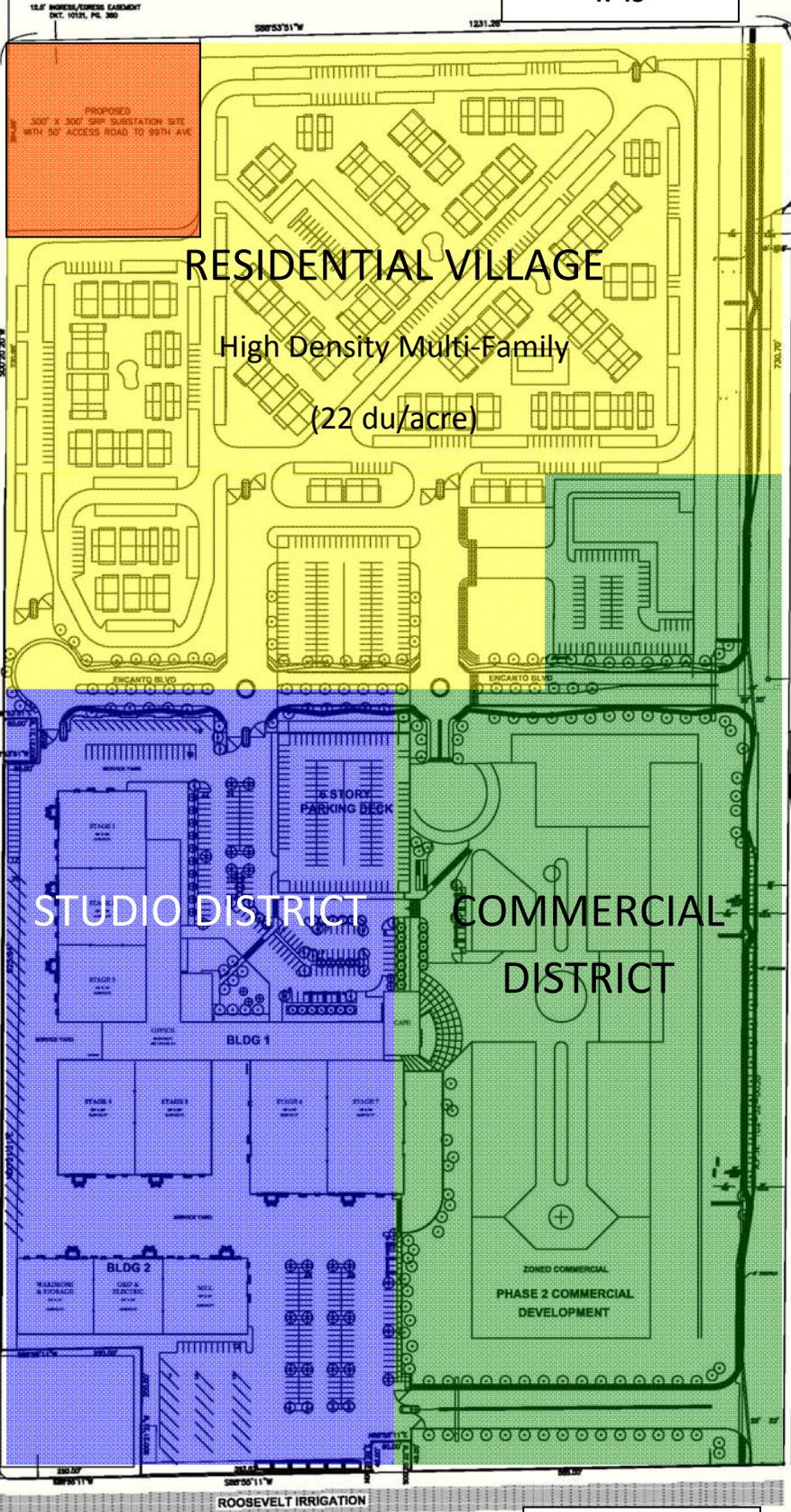
Commercial Village

Residential Village

PROPOSED DEVELOPMENT MASTER PLAN

COUNTY ZONING R-43

COUNTY ZONING R-43



PHOENIX ZONING S-1

PHOENIX ZONING S-1

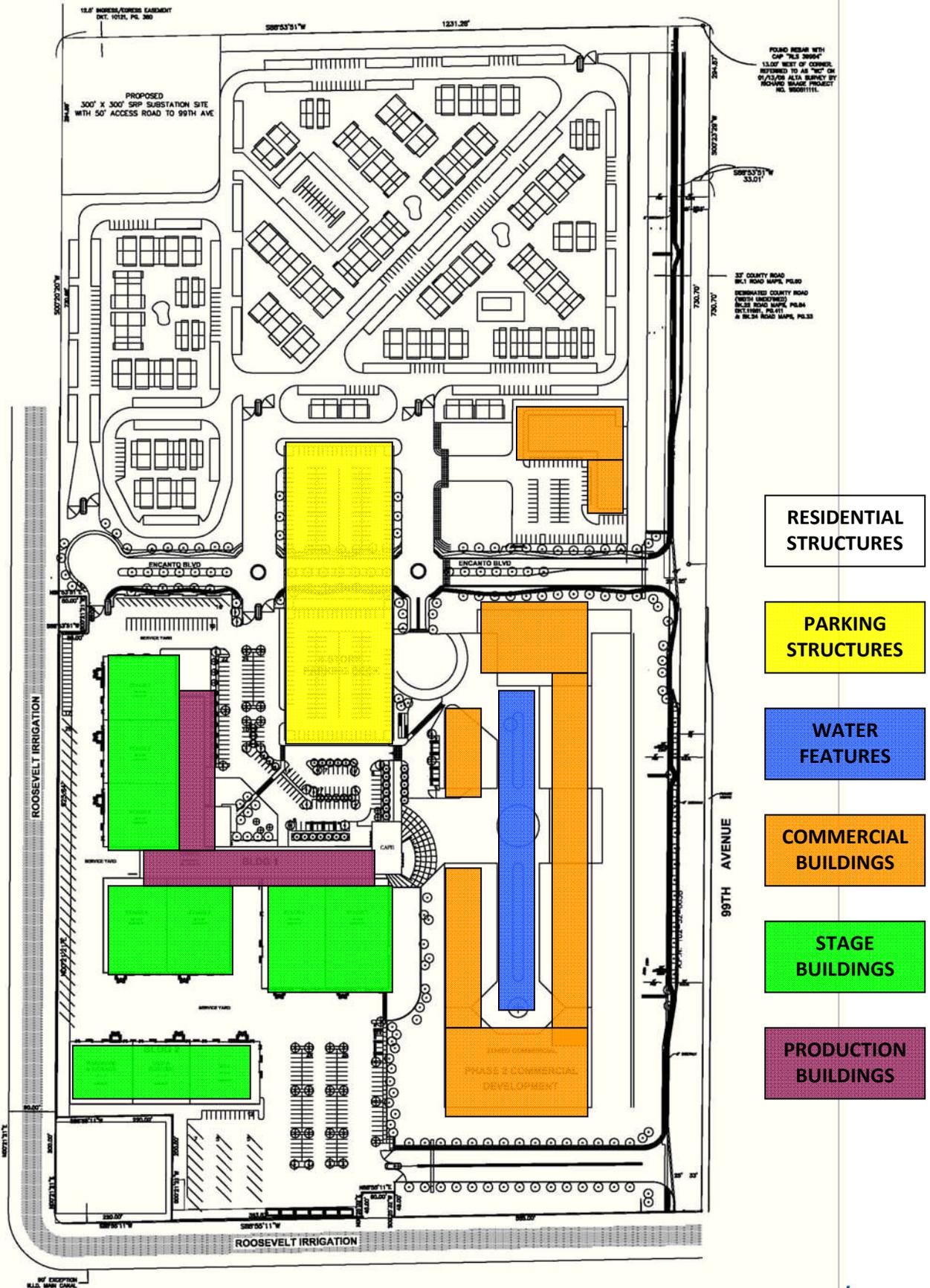
AVONDALE ZONING RR-43

AVONDALE ZONING R1-6

AVONDALE ZONING PAD



CONCEPTUAL MASTER SITE PLAN



**Excerpt of the Draft Minutes of the regular Planning Commission meeting held August 20, 2009 at 6:30 p.m. in the Council Chambers.**

**COMMISSIONERS PRESENT**

David Iwanski, Chairman  
Michael Demlong, Vice Chair  
David Scanlon, Commissioner  
Al Lageschulte, Commissioner  
Lisa Amos, Commissioner  
Angela Cotera, Commissioner

**COMMISSIONER ABSENT**

Linda Webster, Commissioner

**CITY STAFF PRESENT**

Brian Berndt, Development Services Director  
Scott Wilken, Senior Planner, Development Services Department  
Chris Schmaltz, City Attorney

**APPLICATION NO.**                    Z-09-4

**APPLICANT:**                        Chad Day  
    Bodner Avondale I, LLC

**PROPERTY OWNER:**                Bodner Avondale I, LLC

**REQUEST:**                            A request to amend the 62 acre La Entrada Planned Area  
    Development located at the northwest and southwest corners of  
    99<sup>th</sup> Avenue and the Encanto Boulevard alignment.

Scott Wilken, Senior Planner, Development Services Department, stated application Z-09-4 is an application to amend the 62 acre Planned Area Development (PAD) located on the west side of 99<sup>th</sup> Avenue north and south of the Encanto Boulevard alignment. The subject property is designated as Mixed Use on the General Plan. Although the Staff report lists the property as 60.77 acres, the actual rezoning is approximately 62 acres. The property is currently vacant and is surrounded by a shopping center to the south; a movie studio and elementary school to the southwest; rural, low density, County unincorporated housing to the west; City of Phoenix vacant property to the east; and vacant property and a cemetery to the north. This property was originally zoned to the La Entrada PAD in May 2007, and in February 2009, City Council approved an amendment to the permitted use list. Tonight's action is to amend the PAD further and rename the project Avondale Live.

This PAD amendment would amend the development plan, permitted uses, setbacks, and building height for the bulk of the 62 acre PAD. In addition, all off-site improvements would be required in the first phase, to include relocation of the SRP (Salt River Project) canal along 99<sup>th</sup> Avenue, widening 99<sup>th</sup> Avenue to the ultimate right-of-way, and constructing all of Encanto Blvd. This proposal calls for the property to be constructed in three phases. The first phase is the Studio District located at the southwest portion of the site. Phase two, the Commercial District, encompasses the southern half of the frontage along 99<sup>th</sup> Avenue. Phase Three, the Residential Village, is north of Encanto Blvd. The proposal calls for 15% of the Studio District to be landscaped and 25% of the Commercial District to be landscaped. Of the Residential Village, 20% will be landscaped if all the buildings are one story. If two-story buildings are constructed, 25% of the property will be landscaped, and with three-story buildings, 30% of the property will be landscaped.

For Phase One, the Studio District, a six-story parking structure is proposed, offices and movie studios up to six stories, as well as a café, gift shop, and other tourist attractions. Phase Two, the Commercial District, will expand the six-story parking structure across Encanto Blvd. and will include restaurant and retail buildings with a water feature in the middle. The vast majority of the parking is provided in the six-story parking structure. The site plans for Phase Two, the Commercial District, and Phase Three, the Residential Village, will come forward at a later date. The Studio District site plans are anticipated in approximately one month.

Staff finds that the proposed PAD amendment conforms to the General Plan and will result in compatible land uses. Staff is recommending approval subject to the 14 conditions listed in the Staff Report.

Chairperson Iwanski invited questions.

Vice Chair Demlong asked if the six-story parking structure will be split. Mr. Wilken replied that the six-story parking structure will be a continuous structure that spans across Encanto Blvd.

Vice Chair Demlong asked if two-thirds of the parking structure will be constructed in the first phase and one-third in the second phase. Mr. Wilken stated the site plan specifies the first phase of the parking structure will end approximately 10 feet south of Encanto Blvd. and then will be expanded in phase two.

Vice Chair Demlong asked for confirmation that the parking structure will provide 90 percent of the parking for the Commercial and Studio Districts. Mr. Wilken replied the parking structure will provide closer to 95 percent of the parking for the Commercial District. The Studio District will have an additional small parking area.

Vice Chair Demlong asked if the proposed plan includes outdoor storage areas. Mr. Wilken explained that outdoor storage areas have not specifically been prohibited, but have also not been shown on the site plan. There is a large mill area planned for the property that will include some indoor storage. No long-term outdoor storage is anticipated.

Vice Chair Demlong asked what S-1 zoning means in the City of Phoenix. Mr. Wilken replied that in Phoenix, S-1 designates commercial property, and he believes mid and high rise offices are planned for the vacant City of Phoenix parcel.

Vice Chair Demlong asked if public art is required for this site. Mr. Wilken explained that the original PAD for this property did not require public art. The Planning Commission can add a stipulation requiring public art.

Vice Chair Demlong asked if the original PAD was approved before the public art ordinance was put in place. Mr. Wilken replied the original PAD was approved in 2007, before the public art ordinance. Vice Chair Demlong remarked that he would rather see public art than a huge water feature.

Vice Chair Demlong asked if the property would be limited to zero light pollution at the lot line. Mr. Wilken replied that the PAD amendment requires no more than one foot-candle at the property line.

Commissioner Scanlon asked if Rio Vista Elementary School is located on Encanto Blvd., which Mr. Wilken confirmed.

Commissioner Scanlon asked if Encanto Blvd. would end in a cul-de-sac at the east end of the site. Mr. Wilken replied that the original PAD required that Encanto Blvd. be constructed from 99<sup>th</sup> Avenue to the west property line. Upon further study, Staff determined the full extension of Encanto Blvd. was unnecessary at this time and allowed for Encanto Blvd. to end in a cul-de-sac east of the SRP canal. A stipulation requires the dedication of the right-of-way for Encanto Blvd. to extend all the way to the western property line. Commissioner Scanlon stated that would mitigate traffic near the elementary school.

Commissioner Scanlon referenced Condition of Approval No. 11, “As part of the submittal of the Commercial District master site plan, the developer shall submit a sound study conducted by a registered architect to determine the effect of any theater and outdoor activities conducted on site.” He asked what would occur if the sound study is unacceptable. Mr. Wilken replied if the sound study shows the site will create excessive noise, the applicant will be required to revise the site plan. The site plan will not be brought before the Planning Commission again until an acceptable sound study is received.

Commissioner Scanlon asked if language could be added to Condition of Approval No. 11 “a sound study acceptable to the City Engineer.” Mr. Wilken suggested language could be added: “a sound study acceptable to the Zoning Administrator or designee.”

Commissioner Cotera referenced Page 19 listing a 70 foot max building height, while a 60 foot max building height is listed in other areas. She asked what maximum building height is allowed. Mr. Wilken pointed out that Page 22 lists the maximum height in the Studio District as limited to 70 feet. Commissioner Cotera asked if a building height of 70 feet will be allowed throughout the entire site. Mr. Wilken replied that a 70 foot high building is allowed in the Studio District, with 60 feet in height allowed in the Commercial District (page 34).

Commissioner Cotera asked if the 70 foot structure would be next to the school or the residential area. Mr. Wilken replied the 70 foot height is allowed next to the existing movie studio.

Commissioner Cotera referenced the color palette on Page 25 and noted there is an unattractive blue wall on I-10. She asked for specifics on the hues of colors permitted. Mr. Wilken stated there would be very little blue used. The Planning Commission can restrict the use of some colors. Commissioner Cotera stated there is a difference between subtle blue hues and primary blue hues. Blue, yellow, and gold are colors that can be obnoxious if not subdued. She would like the wording added that “muted blue, yellow and gold hues” are permitted.

Commissioner Amos referenced Pages 16 and 20 regarding the Studio District west property line where the school grounds are located. She noted the Studio District west property line has parking and asked if this parking area would meet the 5 foot minimum setback from the property line, which Mr. Wilken confirmed.

Commissioner Amos asked if screening or aesthetic treatment would be present along the west property line. Mr. Wilken replied that some of these questions come under site planning, which will be done next month. He can state that the applicant is concerned about keeping people who should not be in the studio out, and thus will have a 10 foot wall along the west property line. Staff believes it will be more effective to focus the landscaping in front of the building.

Commissioner Amos asked for clarification that the piping along the SRP canal would come down 99<sup>th</sup> Avenue, which Mr. Wilken confirmed.

Commissioner Amos asked if the Roosevelt Irrigation District (RID) was to the west. Mr. Wilken stated the RID will remain open to the west. Staff is concerned that the SRP canal along 99<sup>th</sup> Avenue exists where 99<sup>th</sup> Avenue needs to be, so that will be piped.

Commissioner Cotera asked that the blue hues not be incorporated on the 10 foot wall at the west property line.

Commissioner Scanlon asked if the 10 foot wall at the west property line would divide the studio site from the elementary school playground, which Mr. Wilken confirmed.

Vice Chair Demlong asked how far the 10 foot wall along the west property line would extend. Mr. Wilken replied that the 10 foot wall starts at Encanto Blvd. and follows the west property line down to the City water structure, and then proceeds east to a guard station entrance.

Vice Chair Demlong stated a potential use on the original PAD for this property included an outdoor amphitheater with a reference to thousands of people. He asked if this potential use was part of the amended PAD. Mr. Wilken stated he would defer this question to the applicant. The amphitheater was not proposed for the first phase Studio District, but is planned as part of the second phase, the Commercial District.

Vice Chair Demlong referenced Condition of Approval No. 11, "As part of the submittal of the Commercial District master site plan, the developer shall submit a sound study conducted by a registered architect to determine the effect of any theater and outdoor activities conducted on site." He stated that registered architects do not perform sound studies. A sound study is conducted by a registered sound technician. He is still concerned about the sound effects on the nearby rural area and school. Mr. Wilken stated that Condition of Approval No. 11 can be modified further. Vice Chair Demlong stated his only concern was that a qualified person performs the sound study. Mr. Wilken replied that would be a perfectly legitimate modification to Condition of Approval No. 11.

Commissioner Cotera stated the studios appear to be designed as interior studios, which will not present a light problem. Mr. Wilken confirmed that the applicant has not proposed any back lots as part of this development.

Commissioner Scanlon voiced confusion on the allowance of outdoor venues. Mr. Wilken stated he would defer to the applicant for clarification of that issue.

Commissioner Scanlon stated he is very concerned about the sound and suggested that the applicant coordinate with the school officials to make sure that noise will not present a problem during school days. Mr. Wilken stated that concern was voiced with the first amendment to the PAD back in February 2009 and that is why Condition of Approval No. 11 was added. If the Planning Commission feels further modification to Condition No. 11 is necessary, they should feel free to modify that stipulation.

Commissioner Scanlon suggested that Condition of Approval No. 11 require that the sound study consider the effects on an elementary school program during a normal school day.

Chris Schmaltz, City Attorney, referenced Page 23, stating that the list of permitted uses includes a live amphitheater. What is added to this PAD amendment is the movie studio use.

Commissioner Scanlon stated that an amphitheater use would be after 6 p.m. and would not interfere with the educational program at the elementary school. His concern is with a sound studio that might have noise like gunfire during the school day.

Attorney Schmaltz stated the applicant can address the sound mitigation that is included in a studio project.

Chairperson Iwanski stated he did not see anything in writing from SRP and/or RID and asked if Staff deals with canal or water delivery systems separate and apart from the Conditions of Approval. Mr. Wilken replied that the applicant has been dealing with SRP and RID on those issues.

Chairperson Iwanski invited the applicant to address the Commission.

Chad Day, representing Bruce A. Bodner Company, stated in Phase One construction of the Studio District, it is their intent to keep all sound out of the studios, and the studios are completely insulated to keep all sound inside the studios. During construction, all sound will be kept inside the mill, and during operation, noise will be kept within the studios. As part of phase two, they do not plan on having an amphitheater. Their studies show they will benefit most from an indoor theater, which will double as a scoring stage for motion picture production.

Commissioner Cotera asked regarding the size of the live theater. Mr. Day replied their live theater would be on a smaller scale than Dodge Theater.

Commissioner Cotera asked if the parking structure would provide ample parking. Mr. Day replied they believe they have enough parking decks. Commissioner Cotera asked how large the parking decks would be. Mr. Day replied the decks combined were 2,500 feet. Commissioner Cotera asked if there will be a total of two decks. Mr. Day replied there are two parking decks. Commissioner Cotera asked if phase one of the parking garage would only construct one level. Mr. Day replied that phase one would serve approximately 1,000 cars. Commissioner Cotera asked if the 1,000 cars would be on one level. Mr. Day replied there would be six levels of parking. Commissioner Cotera asked if the parking structure would be disguised from 99<sup>th</sup> Avenue. Mr. Day replied they will have architectural features on the 99<sup>th</sup> Avenue side for decoration.

Vice Chair Demlong thanked the applicant for bringing the project to Avondale. He is excited about the project and believes it is a good use of the property. He asked if all set construction and deliveries would take place during normal working hours. Mr. Day replied that the building on the far south side next to the water booster station is an indoor facility to be used for mill construction.

Commissioner Lageschulte stated that CJS Studios has three sound stages and the rest of the property is all back lots. He asked Staff if there had ever been a sound complaint against CJS Studios. Mr. Wilken replied he was not aware of any sound complaints against CJS Studios. Commissioner Lageschulte stated the Commissioners were making a big issue of sound, while the only near property is the elementary school. CJS Studios does filming during the day and there has never been a complaint. He does not believe there will be an issue with noise from the indoor studios.

Chairperson Iwanski referenced Condition of Approval No. 11, "As part of the submittal of the Commercial District master site plan, the developer shall submit a sound study conducted by a registered architect." He asked if Mr. Day had any objection to the Commission adding "or sound technician to determine the effect of any theater and outdoor activities conducted on the site, acceptable to the Zoning Administrator or his/her designee." Mr. Day stated they had no objections to the modification of Condition of Approval No. 11.

Chairperson Iwanski asked if Mr. Day has had, or is open to, discussions with Staff to entertain a public arts component for the project. Mr. Day asked if the public art would be in the Commercial District, phase two. Chairperson Iwanski stated that was his understanding.

Mr. Wilken interjected that public art could be incorporated into phase two, the Commercial District.

Mr. Day stated that if the public art could be integrated into the landscaping piece with the water feature, they would be fine with adding public art in phase two, the Commercial District.

Chairperson Iwanski invited further questions, and hearing none, thanked the applicant for addressing the Commission.

Chairperson Iwanski opened the public hearing on item Z-09-4. Brian Berndt, Development Services Director, stated there were no requests to speak.

Chairperson Iwanski invited further questions.

Vice Chair Demlong stated the scale of this project is larger than that of CJS Studios and his concern is the potential for an outdoor amphitheater. The potential for thousands of people coming in for events would still be present. He wants to make sure that someone living on a large lot in the rural area would experience no impact from sound from this project.

Commissioner Lageschulte stated that CJS Studios is right next to a school and that is why he was concerned if there were any noise complaints against CJS Studios.

Vice Chair Demlong stated he believes Avondale Live is a bigger project than CJS Studios and the Commission has a valid concern.

Commissioner Cotera asked about the time schedule for the three development phases. Mr. Day replied that after phase one, they would be limited to what the market dictates as to how quickly they can bring in phase two.

Commissioner Cotera asked if the applicant planned on doing phase one, the Studio District, then phase two, the Commercial District, with the Residential Village last. Mr. Day confirmed that is the plan.

Commissioner Cotera stated she was glad to hear the Residential Village would not be completed until 2015, as the market may have recovered by then. She asked if Mr. Day could assure the Commission that they will follow through with the remaining phases.

Mr. Wilken stated the completion of the phases of construction is not something that Staff gets into. If the applicant proposes something, he will regulate it and keep it to Avondale's standards, which is where his role ends.

Commissioner Cotera asked when the PAD would expire. Mr. Wilken stated that the only time restriction on PADs is written into the Zoning Ordinance, which states the developer has three years from the initial approval. The applicant will have to pull a building permit and start construction by May 2010. If that is not done, the applicant can request up to 5 one-year extensions. If the applicant starts phase one, the project is vested and will remain a PAD from there on out.

Commissioner Amos asked if the color palette on Page 19 was illustrative. She asked if the custom LED light panel would front 99<sup>th</sup> Avenue. Mr. Wilken replied that some of Commissioner Amos' questions would be answered at the site plan stage. The custom LED panel referenced in the PAD is something that Staff is working on through a separate approval process and development agreement. Commissioner Amos asked if the plan submittal was merely illustrative of what the project might be. Mr. Wilken stated that some of the images are from the original PAD and represented the offices and residential construction originally proposed for La Entrada. Because this is a PAD amendment and not a site plan, the final elevations are not shown.

Commissioner Scanlon stated he believes this project will be very good for Avondale.

Vice Chair Demlong noted that the applicant has not complained at all and has agreed to complete all off-site infrastructure improvements during the first phase. That shows commitment that is not usually seen.

Commissioner Cotera noted an odd-shaped piece of land on the plans. Mr. Wilken replied that the cemetery property ends at that piece of property. Mr. Day stated that his company has been trying to contact the owner of that property.

Chairperson Iwanski invited further questions, and hearing none, closed the public hearing. Chairperson Iwanski entertained a motion and a second.

Vice Chair Demlong moved that the Planning Commission accept the findings and recommend approval of application Z-09-4, a request to amend the Avondale Live (formerly La Entrada) Planned Area Development, subject to the 14 Staff-recommended conditions of approval, with modification to Condition No. 11.

Chris Schmaltz, City Attorney, interjected that the discussion was on the sound study related to the Studio District. Condition of Approval No. 11 references the sound study as part of the submittal of the Commercial District master site plan. He wants to be sure that the stipulation reflects the concerns of the Planning Commission.

Vice Chair Demlong suggested adding a Condition of Approval No. 15.

Chairperson Iwanski asked if Condition of Approval No. 11 is correct as worded. Attorney Schmaltz replied that an outdoor amphitheater could be included in the Commercial District and that is why Condition of Approval No. 11 is focused on the Commercial District master site plan. The sound concerns relative to the Studio District have been addressed in the discussion. He wants to be sure the Planning Commission is clear on when the sound study will be triggered.

Commissioner Lageschulte stated Condition of Approval No. 11 should not be changed because a registered architect is the person who would look at an outdoor theater as far as the structure, the acoustics, etc., regarding sound, and then a sound technician would perform the study.

Chairperson Iwanski stated that the language of Condition of Approval No. 11 could be left as is with the condition that the sound study is acceptable to the Zoning Administrator.

Attorney Schmaltz stated there had been discussion relative to a registered architect or sound technician.

Mr. Wilken suggested the inclusion of all language.

Commissioner Scanlon asked what condition would address the sound emanating from the Studio District, and should a condition be added similar to No. 11 that relates to the Studio District.

Commissioner Cotera stated that the Condition of Approval No. 11 referenced submission of the master site plan, so there would be no need for a condition of approval addressing sound from the Studio District.

Chairperson Iwanski asked the City Attorney to provide language. Attorney Schmaltz stated that right now the Commercial District will be constructed in phase two and the master site plan does not address the entire PAD. The applicant has separated the site into a Studio District and a Commercial District.

Commissioner Scanlon asked if another Condition of Approval could be added similar to Condition of Approval No. 11 which would state "As part of the submittal of the Studio District master site plan..."

Chairperson Iwanski asked if Condition of Approval No. 11 would state "As part of the submittal of the Commercial District and Studio District master site plan, the developer shall submit a sound study..."

Commissioner Scanlon suggested calling the districts phase one and phase two.

Mr. Wilken added that the stipulation was written the way it was because Staff was not concerned about noise coming from the Studio District. As the applicant pointed out, they have every interest in the world of keeping sound out of the studios. If the Commission is concerned that the stipulation does not include phase one, the Studio District, that language can be added. Staff is not concerned about noise coming from the studios.

Commissioner Scanlon stated he was concerned about anything adjacent to a public school that would interfere with their educational program. He would like Condition of Approval No. 11 to state phase one and phase two.

Vice Chair Demlong asked to restate his motion. Chairperson Iwanski asked Vice Chair Demlong to proceed.

Vice Chair Demlong moved that the Planning Commission accept the findings and recommend approval of application Z-09-4, a request to amend the Avondale Live (formerly La Entrada) Planned Area Development, subject to the 14 Staff-recommended Conditions of Approval, with modifications to No. 11 to read "As part of the submittal of phase one and phase two district master site plans, the developer shall submit a sound study conducted by a registered architect or registered or certified sound technician, as acceptable by the Zoning Administrator or his or her designee, to determine the effect of any theater or outdoor activities conducted on site."

Mr. Wilken asked if one of the master site plans does not propose any activity or theater, is it the Planning Commission's intent that the applicant submit a sound study by a registered architect stating there is no outdoor activity or theater on this site. Vice Chair Demlong stated that is his intent.

Chairperson Iwanski stated the intent is that if there is no sound activity, the Commission will not require a sound study be conducted.

Commissioner Amos noted that Vice Chair Demlong had modified Condition No. 11 to read "As part of the submittal of phase one and phase two district..." She does not believe the word "district" should be included.

Commissioner Amos seconded the motion.

Chairperson Iwanski invited further discussion.

Attorney Schmaltz stated it is not clear to him that Vice Chair Demlong has accepted the discussion relative to the amendment of his motion in terms of phase one and phase two with removal of the word "district."

Vice Chair Demlong stated his intent is for Condition of Approval No. 11 to read "As part of the submittal of the phase one and phase two master site plan."

1. Development of the subject property shall conform to the Avondale Live PAD Amendment Narrative date stamped August 10, 2009, except as modified by these stipulations.
2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
3. Financial assurance for all work within the public right-of-way shall be made prior to the issuance of the first construction permit.
4. All common, landscape, and open space areas to include recreational structures shall be maintained by the Property Manager and/or Homeowners Association in accordance with the approved plan.
5. Final driveway locations, curb cuts, and street cross-sections shall be finalized at the time of master site plan approval, as determined by the City Engineer.
6. As part of the first phase of development, the developer shall relocate the existing SRP irrigation canal along 99<sup>th</sup> Avenue per SRP requirements. This shall include, but not be limited to, the construction of the new pipe and the recording of any necessary easements.
7. The developer shall dedicate right-of-way for 99<sup>th</sup> Avenue as required by the City Engineer prior to the issuance of a building permit. 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. The developer shall dedicate right-of-way for Encanto Blvd. from the eastern property line to the western property line of the subject property as required by the City Engineer prior to the issuance of a building permit. 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.
9. As part of the first phase of development, the developer shall construct the full half-street improvements of the west side of 99<sup>th</sup> Avenue adjacent to the subject property and the entire width of Encanto Blvd. as shown in the PAD amendment.
10. Prior to the issuance of a building permit, the developer shall contribute towards the cost of the design, purchase, and installation of new traffic signals warranted by this development, as determined by the City Engineer during the master site plan review and approval process. This contribution will include no more than 50% of the cost of design, purchase, and installation of a new traffic signal at the intersection of 99<sup>th</sup> Avenue and Encanto Blvd.
11. As part of the submittal of phase one and phase two master site plan, the developer shall submit a sound study conducted by a registered architect or registered or certified sound technician, as

- acceptable by the Zoning Administrator or his or her designee, to determine the effect of any theater or outdoor activities conducted on site.
12. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and 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 or issuance of a building permit, whichever comes first.
  13. The developer shall allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat or issuance of a building permit, whichever comes first.
  14. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to recordation of the final plat or issuance of a building permit, whichever comes first.

Chairperson Iwanski invited further discussion, and hearing none, called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Commissioner Scanlon	Aye
Commissioner Cotera	Aye
Commissioner Webster	Absent
Commissioner Amos	Aye

The motion passed unanimously.



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# **Planned Area Development**

**Revision 20090803**



**99<sup>th</sup> Avenue & Encanto Boulevard  
Avondale, Arizona**



## Revision Page

<u>Title of Previous Approved Revision</u>	<u>Revision</u>
La Entrada Village Planned Area Development Rezoning Application	April 19, 2007
Avondale LIVE Planned Area Development Rezoning Application	20090303
Incorporated Development Standards & Design Guidelines Added Studio District	20090803

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# **1. EXECUTIVE SUMMARY**

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The vision for the development and design standards for Avondale LIVE is to establish a mixed-use development that is composed of three distinct districts that are designed to create a character that is engaging, entertaining, of high intensity, and urban in nature. These three separate districts, separated by their land uses and building types, have been established to produce a cohesive development, in which the land uses complement one another and superior architectural design standards focus on the relationship of building form and their connection to their respective surrounding areas. The three districts are the Studio District, Residential Village (High-Density, Multi-family) and the Commercial District (Mixed-Use Commercial/Retail/Office, Resort Hotel, Motion Picture Production, Live Theater, Film School).

In the Studio District buildings will be one to six stories with a large-scale urban character creating the most modern look for motion picture and television production studios. The Studio District will directly connect with the Commercial District. In the Commercial District buildings will be one to six stories with entertaining changes in elevations, an interconnecting water feature for entertainment and a pedestrian-friendly environment. Buildings will typically be placed so as to allow strategically placed pedestrian-friendly passageways for access to parking, retail, commercial activities, contiguous open spaces areas, and the mixed-use areas of the property. In the Residential Village buildings will be one to three stories with a small-scale urban character, creating a pleasing village ambiance and a pedestrian-friendly environment.

Each district will have their own unique development standards and design guidelines that will be applicable to their use and form, thus ensuring a distinctive character for each district area. The specific standards and elements can be found in section 3 herein, *Development Standards and Design Guidelines*. Even with the separate standards and guidelines Avondale LIVE will maintain its interconnectedness between the three districts by incorporating similar themes, color, building forms and architectural elements throughout the complete development. The purpose of the following paragraphs is to outline the development standards, design guidelines, and further elements that will be used to guide development in Avondale LIVE.

The development is currently zoned correctly for the residential and commercial districts and all of the appropriate uses are approved within the PAD. Soon to follow the Project Pre-Application, Master Site Plans will be submitted to the city for Phase I of the Studio District. The Master Site Plan shall include at least 10 acres in the Studio District.

## **2. PROJECT INTRODUCTION & OVERVIEW**

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### ***PROPERTY OWNER***

**Bruce A. Bodner Company Inc.**

Attn: Bruce Bodner

One North Meridian Street, Suite 300

Indianapolis, Indiana 46204

### ***PROPERTY LOCATION***

The property is located on the west side of 99<sup>th</sup> Avenue, north and south of Encanto Boulevard, Avondale, AZ 85323.

### **AERIAL PHOTO OF GENERAL AREA**



## AERIAL PHOTO OF IMMEDIATE AREA



### ***LAND USE CLASSIFICATION***

As reflected on the Preliminary Site Plan herein, Avondale LIVE will be a mixed-use area that is composed of three distinct districts that are designed to create a character that is engaging, entertaining, of high intensity, and urban in nature. The northern portion will consist primarily of a high-density multifamily residential area comprised of approximately 26 acres. The southern portion will be divided almost equally between the movie and television production studios, comprised of approximately 16 acres and the commercial retail area that is comprised of the remaining 16 (see Section *Preliminary Site Plan*).

### ***AVONDALE LIVE DEVELOPMENT STANDARDS***

Avondale LIVE will be made up of three separate districts. The development standards for each of the district areas can be found in section 3 herein, *Development Standards and Design Guidelines*. A Summary of each of the District areas can be found below:

### **Residential Village**

(High-Density Multi-Family Residential)

The development standards for this area are intended to accommodate high-density multifamily residential uses in a village setting, in the form of multiple buildings that are clustered and arranged near shared landscaped greens and/or courtyards. It is the intent of this district to accommodate multi-family residential units, such as condominium and townhomes at a maximum density of 22 dwelling units per acre. Buildings will be 1-3 stories with a small-scale urban residential character, surrounded by ample vegetation.

### **Commercial/Office District**

(Mixed-Use Commercial, Retail, Office, Film School, Resort Hotel)

The development standards for this area are intended to accommodate for a mixed-use development including general retail, restaurant, office, entertainment and service uses that capitalizes on visibility from the Interstate 10 (I-10) and Loop 101 Freeways. It is intended to include freestanding building pads as well as multiple buildings that will engage the pedestrian and create an active streetscape. Buildings will be primarily two to three (2-3) stories with some buildings fronting the major thoroughfare of 99<sup>th</sup> Avenue. One (1) story buildings will be allowed on the approximately two (2) acre portion north of Encanto Boulevard and also at the southeast corner of the Commercial District area. It is anticipated that buildings will need to engage the frontage of 99th Avenue. The proposed development standards and design guidelines have been provided to incorporate this type of urban intensity. This area is intended to accommodate more deck parking in an urban setting. Although parking is allowed in the front of the lots, it is preferred that parking is located in the parking structures, at the rear or sides of the buildings.

### **Studio District**

(Motion Picture and Television Production, Live Theater, Film School)

The development standards for this area are intended to accommodate for a special-use development including Live Theater, Hotel, Film School, and Motion Picture production studios with accessory uses. Buildings will be primarily six (6) stories. The proposed development standards and design guidelines have been provided to incorporate this type of special-use intensity. This area is intended to be parked mainly through parking structures due to the density of the site.

Each of the districts will have distinct development standards that will address the following elements:

- building placement
- parking placement
- building profile
- building uses
- parking requirements
- exterior lighting
- screen walls and landscape buffers
- landscape
- signage

## ***DESIGN GUIDELINES & ARCHITECTURAL CHARACTER***

Avondale LIVE will create a unique environment with creative architectural design of a particularly contemporary southwest character, with both timeless historical charm as well as a fresh urban flair, which will make the urban design component a focal point for the community. The community will have an interesting variety of materials, forms, details, and color; all coordinated to create a lively, exciting space, conducive to attracting residents and visitors alike. A specific palette of colors and materials will be provided with the Master Site Plan, however, preliminary residential building elevations are provided herein to demonstrate the overall architectural theme and design features of the development. The design of each building within the overall development, including complementary uses such as retail, restaurants, hotels and residential, will be compatible through the use of common materials and colors while creating a distinct identity consistent with their individual use and purpose.

The specific design guidelines for each of the district areas can be found in Section 3.0, *Development Standards and Design Guidelines*. Each of the districts will have distinct design guidelines that will address the following elements:

- architectural variety and colors
- exterior colors
- roofs
- eaves, porches, trellises and awnings
- fenestration
- exterior doors
- utilitarian metals
- exterior lighting
- landscape
- screen walls and landscape buffers
- community amenities
- signage

Below is a summary description of some of the important development standards and design guidelines that will guide site design and building architecture throughout the center:

### **Building Form and Placement**

The purpose of the development standards for building form and placement is to provide for an appropriate visual impact of buildings. This will be achieved through suitable placement of buildings that are dependant on their size, as well as the relationship between the length, width and height. The standards also provide for four-sided architecture that will be used in conjunction with the architectural theme and character. The striking visual impression of buildings throughout the development is an important element to the Avondale LIVE development and has been incorporated in Section 3.0, *Development Standards and Design Guidelines*.

## **Lighting Criteria**

All lighting throughout the center shall comply with Section 707: Outdoor Lighting, of the City of Avondale Zoning Ordinance. A photometric plan will be provided at the time of final site plan approval.

## **Screen Walls and Landscape Buffers**

Screening shall be accomplished by the use of landscape material, walls and berms. Specific screening measures will be identified with the Master Site Plan and will be tailored to the particular use. However, such screening measures shall be consistent with the building on-site in material and color.

Walls and fences are generally used for security purposes to define ownership, to mitigate nuisances such as noise, and to screen areas from public view. Walls and fences will be kept as low as possible while performing their functional purpose.

Specific development standards and guidelines for screen walls and landscape buffers as they apply to the separate district areas are provided in Section 3.0, *Development Standards and Design Guidelines*.

## **Signage**

Signage will be an important design element for Avondale LIVE. A creative Comprehensive Signage Program will be implemented and provided with the Master Site Plan. Strong emphasis will be placed on the identity signage for the center as well as individual tenant signs and directional signs. Creative use of color, materials, and lighting is strongly encouraged. Signage and prominent entry monuments shall also be an important element of the entryways to the center. Signage design will coordinate directly with the Architecture of the project. Final details for all sign types will be provided with the Comprehensive Signage Program provided with the Master Site Plan.

Specific development standards and guidelines for signage is provided herein.

## **Building Elevations and Walls**

The Preliminary Elevation exhibits showcase the development standards and design guidelines. Building materials and color palettes are also set forth in Section 3.0, *Development Standards and Design Guidelines* and will be more clearly identified with the Master Site plan.

## **Entrances**

Clearly defined customer entrance and building entry accentuation is an important element of the Avondale LIVE development and has been addressed through the use of building materials, architectural design and specimen landscaping in Section 3.0, *Development Standards and Design Guidelines*.

Clearly defined entrances for residential areas of the development shall be accented by appropriate monuments and landscaping and shall be treated with landscaped pathways and lighting. Architectural elements, such as towers, arcades, varying roof shapes, awnings (both flat metal and canvas fabric), recessed entrances to shops, trellis, tile or standing seam metal roofs combined with flat roof elements and planter walls have been set forth in the guidelines to enhance the pedestrian experience and define customer entrances into buildings.

## **Pedestrian Focus**

The Avondale LIVE development will facilitate pedestrian circulation within the entire project. Section 3.0, *Development Standards and Design Guidelines* provides the necessary standards for integrated pedestrian pathways that encourage residents to walk to school, work, shopping or on-site recreational amenities.

The pedestrian paths will feature enhanced landscaping, differentiated paving and lighting to make these pedestrian areas pleasing and safe. The element of safety is provided with standards that will be enhanced with the concept of "eyes of the street" and will be incorporated to deter the possibility of crime and/or vandalism. Differentiated paving will also be used to increase safety by showing where pedestrian paths cross vehicular circulation.

## **Landscaping and Open Space**

The open space areas will provide opportunities for landscaping, including shade trees, grass turf areas, and water features. The purpose of the landscaped and open space area will be to complement and enhance the pedestrian scale of the development. A series of pedestrian pathways and pocket parks will provide linkage throughout the site as well as providing a sense of place for the residents. Open areas will provide a sense of arrival and public amenities designed to provide comfortable gathering areas. Specific standards and guidelines can be found in Section 3.0, *Development Standards and Design Guidelines*.

*A unique landscape palette shall be created as part of the site plan review process.*

## ***ACCESS AND ON-SITE CIRCULATION***

Regional access to the site is afforded by both Interstate 10 and Loop 101. Interchanges at 1-10 and 99<sup>th</sup> Avenue, Loop 101 and McDowell Road and Thomas Road provide convenient access to the site. 99<sup>th</sup> Avenue is classified as an Arterial Street in the City's General Plan and is not yet constructed to its ultimate section along the frontage of the project. At build-out, 99<sup>th</sup> Avenue will consist of three through travel lanes in each direction and a raised center median. Pavement, curb, gutter, sidewalk, landscaping and streetlight enhancements are necessary and will be provided in conjunction with development of the project site.

At this time, the Preliminary Site Plan envisions two (2) primary points of access to the development property; one from the east at Encanto Blvd. and 99<sup>th</sup> Avenue, the second from the east between Encanto Blvd and the RID canal. The Studio and Commercial Districts will have a primary ingress/egress access on Encanto Boulevard and a secondary ingress/egress access between Encanto Blvd and the RID canal on 99<sup>th</sup> Avenue. The Residential Village will have primary access on Encanto Blvd. and a secondary ingress/egress access point located at the northeast corner of the property and will be gated exits that will be available to those leaving the Residential Village. The ingress at the northeast corner of the property shall be a gated secure entrance for SRP to access the substation located on the northwest corner of the property. Additional evaluation will be conducted during the Master Site Plan and construction plan review processes to determine the ultimate traffic control and appropriate direct access points for the site along 99<sup>th</sup> Avenue and Encanto Boulevard. More information regarding the impact on trip generation for the property can be found in separate Traffic Impact Analysis report dated July 2009 by United Civil Group. An internal circulation network of drive aisles and pedestrian walkways throughout the community will also be identified with the Master Site Plan.

## ***INFRASTRUCTURE***

### **Water**

The domestic, fire and irrigation water needs for development are anticipated to be provided via connections to the existing 16-inch water main in 99<sup>th</sup> Avenue and the provision of an on-site water loop. The on-site water loop will be sized to provide for the connection to individual lots for domestic, fire, and irrigation water. It is anticipated that the water system will be located within proposed access and roadway easements and easements provided for utility purposes. Precise locations for connections and networks shall be determined in the Master Site Plan. All infrastructures related to water services will be completed as they relate to the specific phase that will be developed and will be explicitly determined during the Master Site Plan process.

### **Sanitary Sewer**

The routing of the sanitary sewer will be to take the sewer west, under the R.I.D. Channel, south of Encanto to the existing 15" sewer in 103<sup>rd</sup> Avenue.

### ***PROVISIONS FOR ON-SITE AND OFF-SITE DRAINAGE***

On site and off-site drainage will be addressed in accordance with development standards as set forth by the City of Avondale standards so as to accommodate all on-site and off-site drainage. It is anticipated that compensatory retention storage will be required for the project site and that this retention will be handled using both surface and sub-surface storage. Ultimate location, size and configuration of retention are anticipated to be provided as a part of the Master Site Plan review process.

All retention basins that are visible from public streets and common open spaces shall be designed to avoid a "bathtub" or linear channel appearance. Specific Development Standards and Design guidelines as applicable to retention areas can be found in Section 3.0, *Development Standards and Design Guidelines*.

### ***OFF-SITE IMPROVEMENTS***

Off-site improvements are anticipated to include connections to existing utilities within 99<sup>th</sup> Avenue, the construction of drive entrances as outlined above in the *Access and On-site Circulation* section above, the burial of the SRP canals, coordinating efforts with SRP to construct a two acre substation, and the construction of remaining half-street improvements along the 99<sup>th</sup> Avenue frontage. Off-site improvements may also include the provision of conduits for future signal construction at the main entry drive.

## ***PHASING***

Phasing of this development will be addressed according to the separate district areas.

Residential Village Area -The preliminary site plan currently shows the possibility of 2 (two) separate residential developments occurring on the site. Phasing for the Residential Village shall occur in a maximum of 2 (two) phases with a minimum acreage of 13 Acres being submitted as a Master Site Plan. The first phase of the residential village shall occur concurrently with, or after completion of, at least one phase (10 acres) of either the Commercial District or the Studio District.

Commercial District Area - Phasing for the Commercial District shall occur in a maximum of 3 (three) phases with a minimum of 10 Acres being submitted as a Master Site Plan.

The Studio District – Phasing for the Studio District shall occur in a single phase consisting of approximately 15 Acres being submitted as a Master Site Plan.

The anticipated phasing shedule is as follows;

<b><u>PHASE</u></b>	<b><u>Anticipated Start Date</u></b>	<b><u>Anticipated Completion Date</u></b>
STUDIO DISTRICT	4 <sup>TH</sup> QTR 2009	1 <sup>ST</sup> QTR 2011
COMMERCIAL DISTRICT	1 <sup>ST</sup> QTR 2012	4 <sup>TH</sup> QTR 2013
RESIDENTIAL VILLAGE	4 <sup>TH</sup> QTR 2013	1 <sup>ST</sup> QTR 2015

***Off-Site improvements shall be completed in Phase I (Studio District).***

## ***OWNERSHIP AND MAINTENANCE OF COMMON AREAS***

The Master Developer will construct common areas and facilities, which will include circulation and access roadways, utilities for the purposes of transmission and distribution, master signage, common area and perimeter landscaping. The center median proposed for the Encanto Blvd. round-about will also be considered a common area of the development.

Site common areas will ultimately be operated, owned and maintained by an Association. The construction of facilities by the Master Developer and the ownership, operation, and maintenance of common areas by an Association will better insure consistency and conformance with the intended character of the proposed development.

PROPOSED DEVELOPMENT MASTER PLAN

COUNTY ZONING  
R-43

COUNTY ZONING  
R-43

RESIDENTIAL VILLAGE

High Density Multi-Family

(22 du/acre)

FOUND REBAR WITH  
CAP TMS 30094-  
13.00' WEST OF CORNER  
RETURNED TO AS "NOT ON  
10/15/09 ALSO SURVEY BY  
MICHAEL BARGE PROJECT  
NO. 0801111.

PHOENIX  
ZONING  
S-1

AVONDALE  
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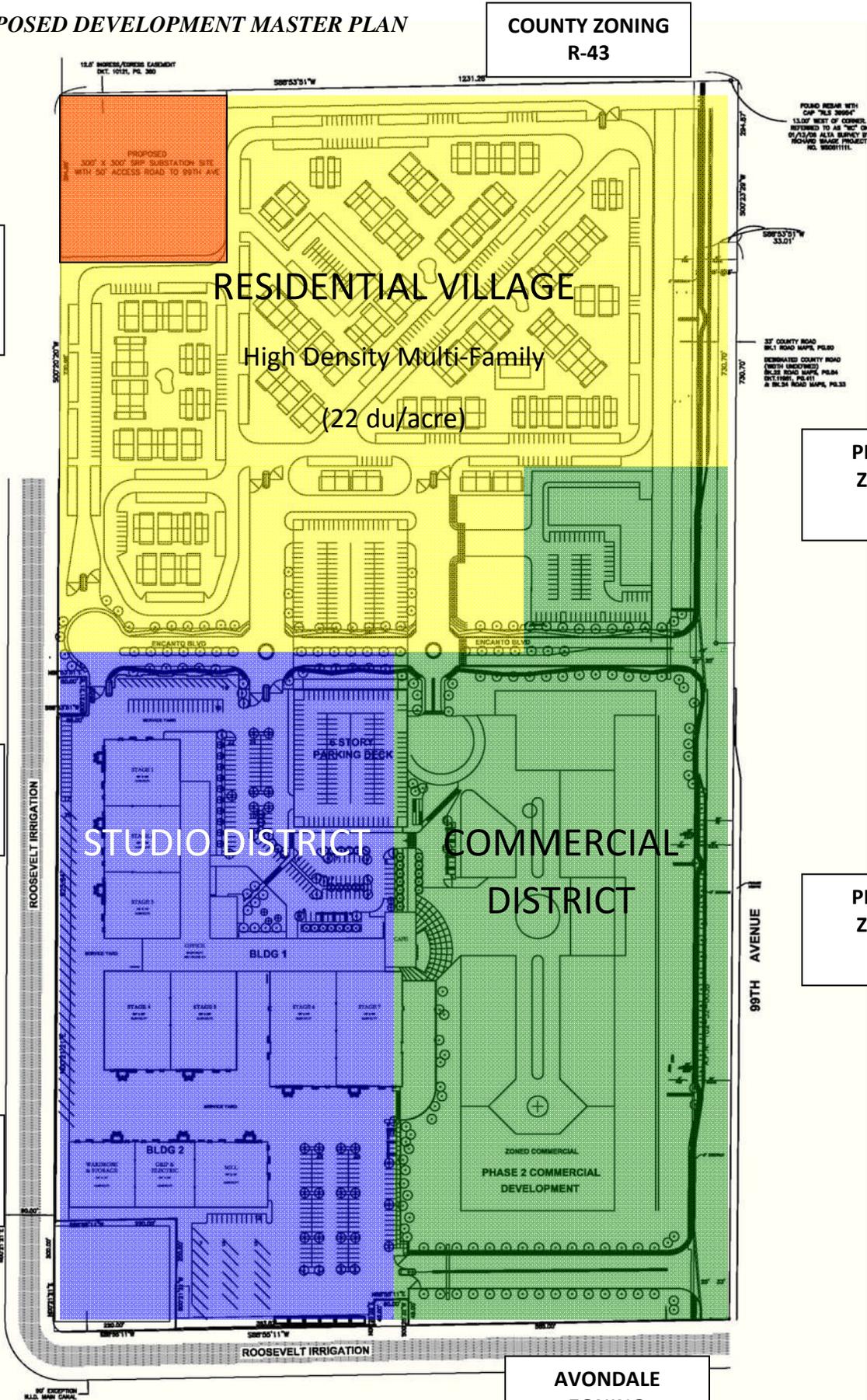
STUDIO DISTRICT

COMMERCIAL  
DISTRICT

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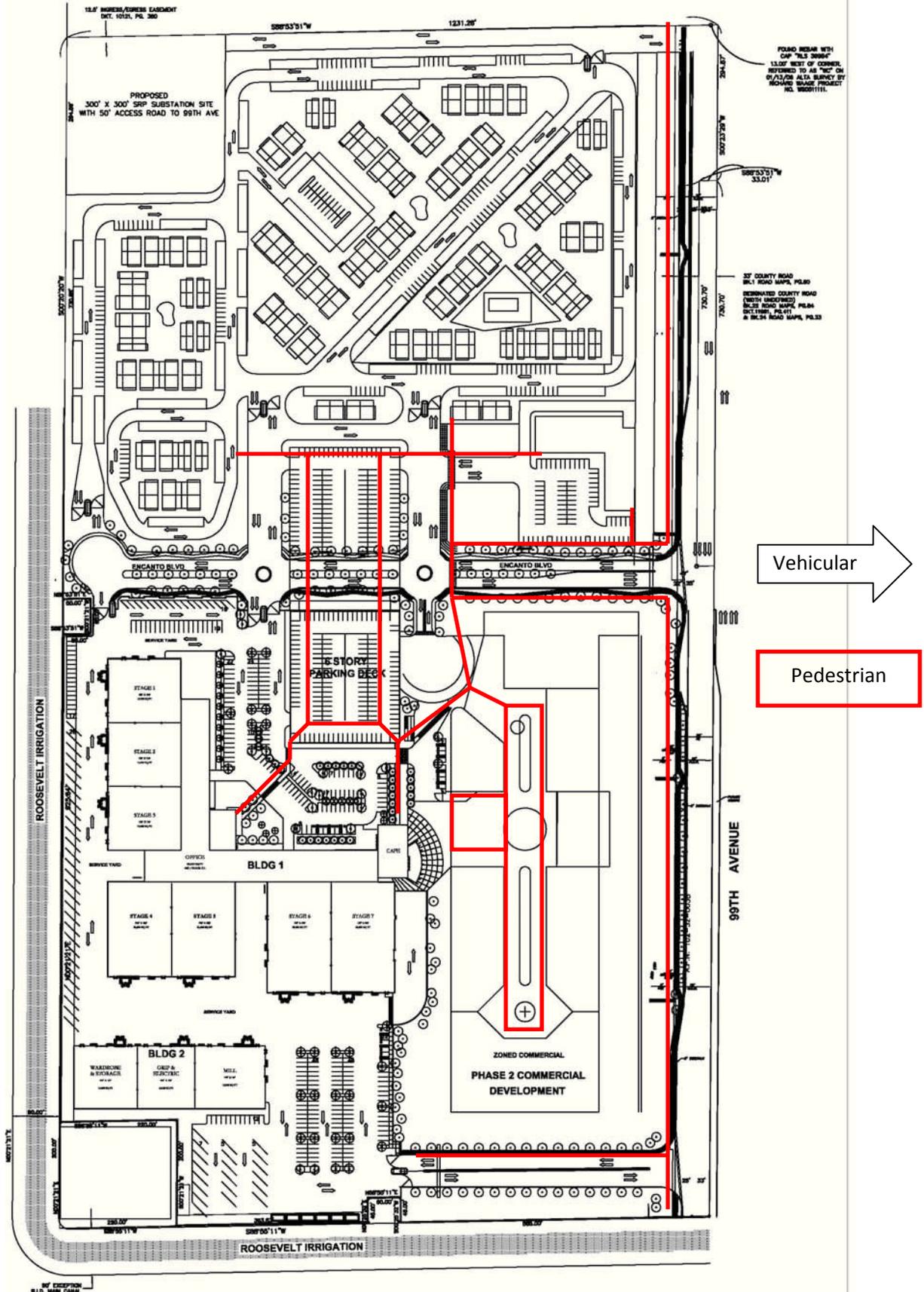
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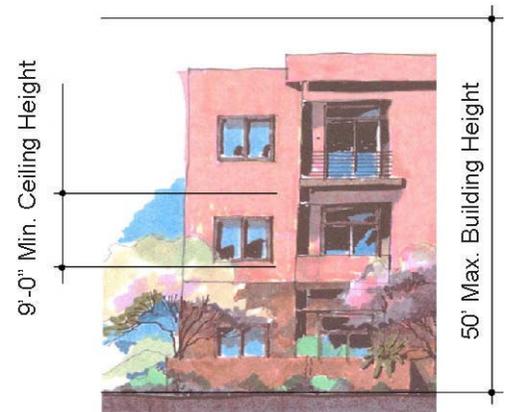
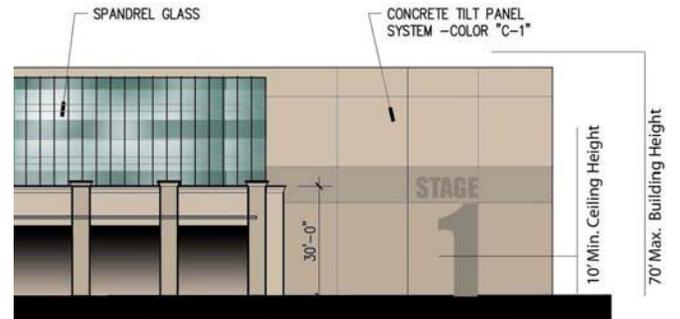
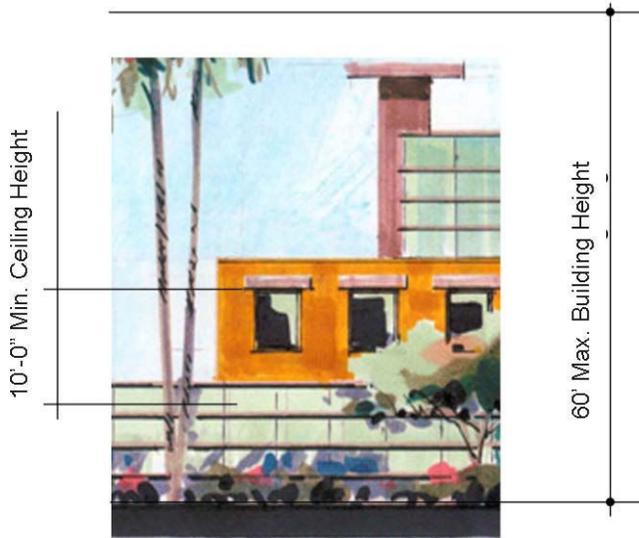
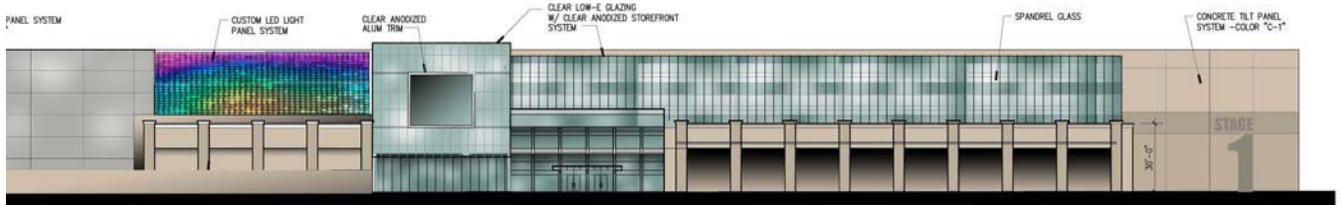




CONCEPTUAL CIRCULATION PLAN



## 3. DEVELOPMENT STANDARDS & DESIGN GUIDELINES





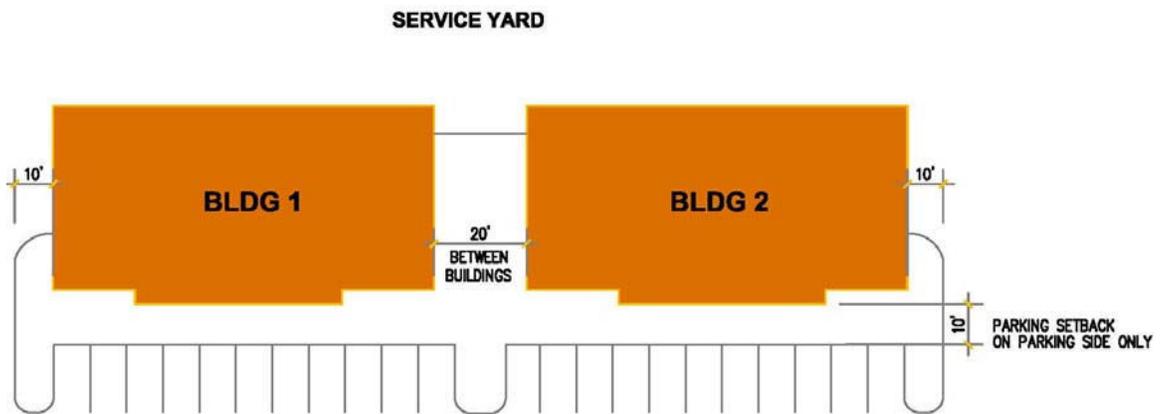
# Part I - STUDIO DISTRICT GUIDELINES

## BUILDING PLACEMENT

### 1. Setbacks

#### a. Perimeter setbacks for Studio District (Perimeter Setbacks):

- 1) Arterial setback: 50' minimum from property line to building or parking
- 2) Side property line setbacks:
  - 5' minimum from southern property line to parking
  - 15' setback from Encanto Boulevard to parking
  - 5' minimum from southern property line to buildings
  - 15' setback from Encanto Boulevard to buildings
- 3) Rear property line setbacks:
  - 5' minimum from property line to parking
  - 20' minimum from property line to buildings

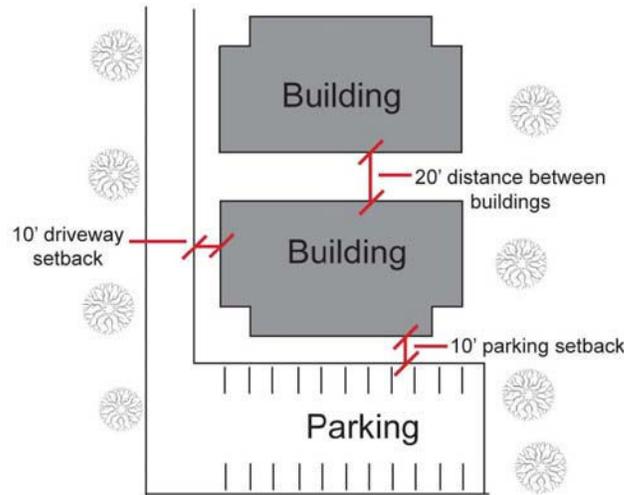


\* Trees that are placed within the perimeter setback shall have planter pockets that shall have a minimum setback depth of 8' or have another measure as accepted at the Master Site Plan phase for the purpose of maintaining the viability of the trees.



a. Building setbacks within Studio District (Interior Setbacks):

- 1) Parking setback: 10' minimum to buildings
- 2) Driveway setback: 10' minimum to buildings
- 3) Distance between buildings: 20' minimum



**2. Architectural Encroachments**

Balconies, bay windows, chimneys, cantilevered parapets, shade structures and eaves may encroach into required setbacks.

***PARKING PLACEMENT***

**1. Service Yard Parking**

- a. Service Yard parking shall be located inside the Studio District area.
- b. Service Yard parking is intended for the use of loading and unloading for studio production and support uses and shall be permitted to deviate from the Avondale Zoning Ordinance requiring more than 12 parking spaces in a row to have a landscaped island, as the landscaped islands will hinder the flow of traffic in the designated “Service Yard” areas.
- c. Valet shall be a minimum of 10’ from any building



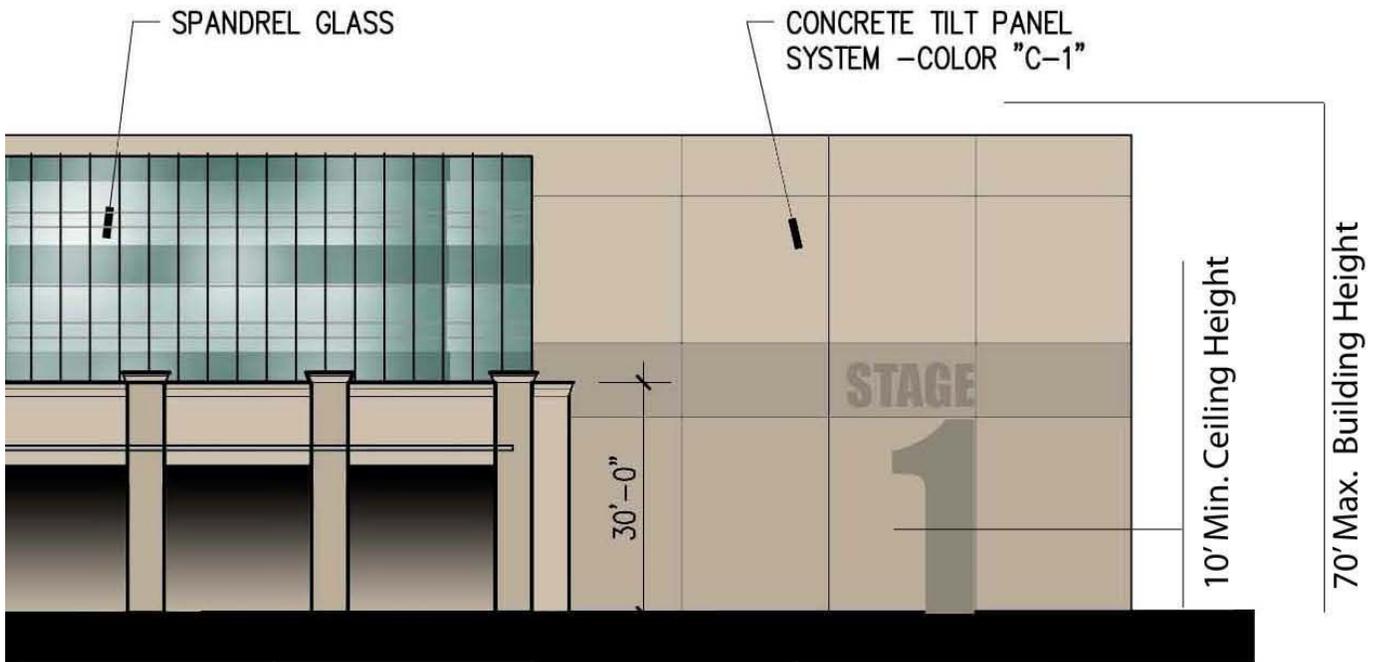
**2. Studio, Commercial and Hotel Parking**

- a. Studio, Commercial and hotel parking shall be located inside the Parking Deck area.
- b. Commercial and hotel parking shall be located a minimum of 10' from any building.
- c. Valet shall be a minimum of 10' from any building

***BUILDING PROFILE***

**1. Height**

- a. Maximum height: 70' from adjacent grade
- b. Minimum height: 10' floor-to-ceiling for commercial habitable space
- c. Maximum stories: 6



**2. Architectural Features**

- a. Chimneys and architectural features may exceed the maximum height subject to design review approval.



## ***BUILDING USES***

### **1. Permitted Uses**

- a. Business Services
- b. Restaurants without drive-thru facilities.
- c. Professional, administrative, corporate, or business offices.
- d. Movie Studio Production and support facilities.
- e. Indoor live theater, outdoor amphitheater operation and theater support facilities.
- f. Colleges and universities.

### **2. Prohibited Uses.**

The following uses are prohibited.

- a. Check cashing, bondsman, pawn shops, plasma centers and thrift stores.
- b. Day labor centers.
- c. Sexually-oriented businesses.
- d. Auto supply store.
- e. Gas service station with retail gas sales, convenience store and/or car wash.
- f. Non-chartered financial institution.
- g. Any use not expressly permitted herein.



***PARKING REQUIREMENTS***

General Office:	4:1,000 square feet
Stages:	2:1,000 square feet
Studio Production Support Facilities:	2:1,000 square feet
Indoor Theater:	1:2.5 seats

All other uses shall comply with the parking requirements of the City of Avondale, Arizona Zoning Ordinance.

Staff may approve alternative parking ratios and shared parking based upon the findings of a parking demand study prepared by a qualified traffic engineer.

Minimum dimensions for parking stalls, driveways, parking lot islands and other improvements shall conform to the City of Avondale requirements.

Parking canopies are permitted, not to exceed twelve (12) parking stalls in length and shall be architecturally compatible with the buildings. Design of parking canopies shall be upgraded through the use of fascia, skirts, or other details compatible with the buildings' architecture. Parking canopies will not be permitted in the front of buildings.



## ***MATERIAL/DETAIL GUIDELINES***

### **1. Architectural Variety and Colors**

#### **a. Architecture**

- 1) All buildings shall have consistent four-sided architecture treatment.
- 2) The use of and variety of horizontal architectural forms is encouraged to avoid monotony and break up building massing and provided appropriate urban scale.
- 3) Building walls shall be articulated to create pedestrian scale, quality and reduce building massing.

#### **b. The following color palettes are permitted: desert tans, stone, grays, beiges, soft mountain purples, gold, red rock, blue, yellow and green hues.**

- 1) Additional colors may be approved at the Master Site Plan phase.

### **2. Exterior Materials**

#### **a. The following materials are permitted for exterior walls: concrete tilt-up panel, stucco, metal, stone, glazing, masonry, and tile. Exposed concrete block, pre-engineered metal/fiberglass/cementitious sidings are prohibited.**

#### **b. The following materials are permitted for exterior wall accents and detailing: stucco, stone, glazing, wood, decorative cast concrete or cantera stone, metal and tile.**

#### **c. Exterior walls shall adhere to the color standards set forth in Section 1.b.**

### **3. Roofs**

#### **a. Roof forms may be flat or sloped.**

- 1) Variation in roof forms is encouraged.
- 2) Size, shape and slope of roof forms shall be compatible with enhance the architectural character and scale of the building.

#### **b. Flat roof forms shall comply with the following standards:**

- 1) Shield flat roof with a parapet, decorative roof/eave form or other architectural feature designed to prevent the roof from being seen.

#### **c. Slope roof forms shall adhere to the following standards:**



- 1) Permitted roofing materials are: standing seam metal roof systems, clay tile, concrete tile and composite shingles.
- 2) Roof colors shall be compatible with color standards set forth in Section 1.b.
- 3) All flashings shall be of non-reflective metals; the color of flashings shall coordinate with the color of the roofing material.
- d. All roof-mounted equipment, mechanical penetrations, satellite dishes and ventilators projecting above the roofline shall be either fully recessed from view or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

#### **4. Eaves, Porches, Trellises and Awnings**

- a. Awnings must be an integral part of the building elevation design and constructed of permanent-type material.
- b. The following standards apply to awning:
  - 1) Permitted awning materials are: metal and fabric.
  - 2) Awning colors shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate visual and color contrast as approved by during design review.
  - 3) Awning patterns may include solid or stripes; other patterns may be approved during design review.

#### **5. Fenestration**

- a. A 10' wall shall be permitted along the west side of the property for security.
- b. Glazing shall be dual glazed, low e, and tinted; residential glazing may be clear.
- c. Window frames shall be made of: anodized aluminum, steel or aluminum clad wood.
- d. If appropriate to the proposed architectural style, the use of window recesses (minimum 6") and architectural projections to enhance visual interest is encouraged, though not required.
- e. If appropriate to the proposed architectural style, the use of awnings, trellises and other shade structures is encouraged, though not required.



**6. Exterior Doors**

- a. The following materials are permitted for exterior doors: wood, metal and glass.
- b. Door colors/stain shall be compatible with the color standards set forth in Section 1.b.,
- c. If appropriate to the proposed architectural style, the use of door recesses (minimum 6”) to enhance visual interest is encourage, though not required.

**7. Utilitarian Metals**

- a. The following materials are permitted for guard rails, hand rails and gates: painted metal in black, antique, rusted or powder coat or stainless steel.
- b. Guard rails and gates shall be of a scale and character appropriate to the scale and architectural character of the building to which they are affixed.
- c. Guard rails and hand rails shall be compatible with the color standards set forth in Section 1.b., but may provide an appropriate color contrast to increase their visibility to users.

**8. Exterior Lighting**

- a. Office, retail, restaurant and hotel/motel lobby entry lighting.
  - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
  - 2) Primary light fixtures shall be metal halide.
  - 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the commercial building.
  - 4) Flood lighting is prohibited.
- b. Residential dwelling entry lighting and exterior hotel/motel room entry.
  - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
  - 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
  - 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the residential building.
  - 4) Flood lighting is prohibited.
- c. Elevated deck lighting.
  - 1) Down lighting or decorative wall-mounted sconce lighting is permitted. Decorative pole lighting may be permitted for large deck areas, subject to design review.



- 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
  - 3) The design of lighting fixtures shall be of a scale and character compatible with the building.
  - 4) Flood lighting is prohibited.
  - 5) Elevated deck lighting fixtures shall be located and oriented to focus light inward from the edges of the deck.
- d. Landscape lighting.
- 1) Accent lighting of select architectural, landscape and/or hardscape features is encouraged. Such lights shall be fully shielded and direct down.
  - 2) Exterior lighting fixtures shall be located and oriented to focus light inward from the edges of the parcel.
  - 3) Light fixtures that illuminate large areas from a single source are prohibited.
  - 4) All concrete light pole bases shall be designed to match the standards set for the entire development.

## 9. Landscape

- e. The Studio District shall comply with Section 12 of the Avondale, Arizona Zoning Ordinance with the following exceptions:
- 1) Minimum of 15% of Studio District shall be landscaped
  - 2) No required landscape buffer along west and south property lines in Studio District.



- f. The landscape design shall include pedestrian circulation amenities with the following elements.
  - 1) Walking path system that connects the Studio District with Encanto Boulevard to the north and 99th Avenue to the east.
  - 2) A walking path system that facilitates pedestrian traffic adjacent to 99th Avenue.
  - 3) A walking path system that connects the Studio District to the Commercial District.
  - 4) Pedestrian circulation linking the buildings in the Studio District.
  - 5) Pedestrian linkages to landscape/site amenities.
  - 6) Shaded pedestrian rest areas at least 100 square feet in size; shade may be accomplished by trees or shade structures. Sidewalks adjacent to the parking structure shall be shaded through the use of shade structures.
  - 7) Shade trees along the pedestrian path are required.
  - 8) Differentiated paving shall be used where the pedestrian path crosses vehicular circulation on Site using pavers, stamped concrete or contrasting colored concrete.
  - 9) Adequate landscape lighting to illuminate the pedestrian path. Such lighting may be down lighting or decorative street lamps.
- g. The landscape design may include appropriate water features, but water features are not required.
- h. Surface retention areas will have a maximum depth of 3' from the adjacent grade with a maximum slope of 4:1. A flat landscape buffer 5' wide shall be provided at the top of the retention basin. Retention areas greater than 3' may be approved by Staff. Decorative retaining walls may be used in retaining areas to create visual interest. Retention areas shall be designed to integrate into the landscape design.
- i. Street intersections shall be illuminated with street lamps. Parking areas shall be illuminated with down lighting as approved by Staff.

**10. Screen Walls and Landscape Buffers**

- a. Walls shall meet the requirements of Section 12 of the Avondale, Arizona Zoning Ordinance with the following exceptions:
  - 1) Maximum wall height surrounding the Studio District shall be 10'.
- b. The following materials are permitted for screen walls: stucco, non-reflective metal and wood.
- c. Walls to screen parking areas shall be a maximum allowable height of 3'6".



- d. Screen walls shall adhere to the color standards set forth in Section 1.b.
- e. Screening may also be accomplished through landscape buffers, as appropriate. Such landscape buffers may incorporate plants, trees and/or berms.
- f. All parking areas adjacent to 99th Avenue shall be screened from the right-of-way by a combination of landscape berms and screen walls. Walls shall not be used for more than 25% of the total frontage of the parking areas fronting 99th Avenue.
- g. Screening measures, such as a perimeter wall, shall be applied to the western and southern edges of the Studio District to provide a buffer from the adjacent neighboring uses.
- h. Loading and/or service areas shall be located on any side of the buildings within the Studio District. Services areas shall be screened with a combination of elements, including walls, berms and/or landscaping at a minimum height of six feet (6'). A combination of elements shall be used including angled walls, architectural details, and landscaping to screen service areas adjacent to 99th Avenue.



## 11. Community Amenities

### a. Entry Features

- 1) The main vehicular entrance shall be clearly identified with appropriate monuments, landscaping and lighting.
- 2) The entry monument shall comply with the color standards set forth in Section 1.b. and shall incorporate approved exterior materials set forth in Section 2.
- 3) Well-defined pedestrian entrances are required.

## 12. Miscellaneous

### a. Utility and/or mechanical equipment shall be fully screened per City of Avondale requirements.

- 1) Service electrical system panels shall be recessed into building elevations or screened with doors, landscaping or a solid wall (with landscaping) built of similar building materials and colors to the building architecture. This criteria shall adhere to utility company requirements and be approved by Staff.
- 2) To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.
- 3) No wall-mounted equipment shall be permitted on the front or street sides of any building.
- 4) Ground-mounted equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted in a Perimeter Setback.

### b. Trash Enclosures

- 1) Trash collection areas shall be screened by a minimum 6' high masonry wall consistent with building and/or screen wall architecture. The trash collection location shall be further screened by landscaping.
- 2) Enclosure gates shall be designed to complement the building architecture.
- 3) Refuse collection areas shall not be permitted in any Perimeter Setback.
- 4) All trash enclosures shall meet City of Avondale requirements.

### c. All building stairways shall be internalized or designed as an architectural feature



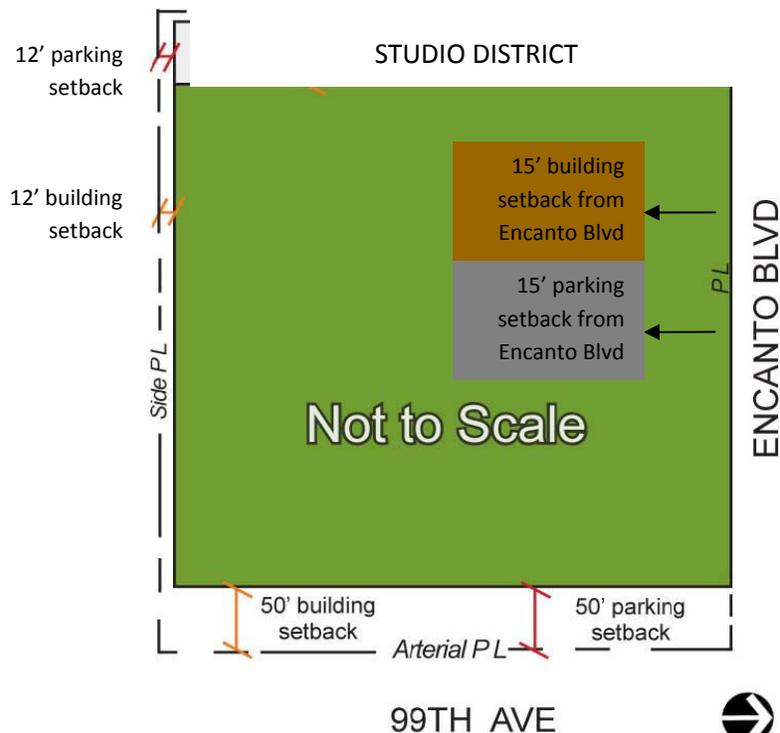
## Part II – COMMERCIAL DISTRICT GUIDELINES

### BUILDING PLACEMENT

#### 1. Setbacks

##### a. Perimeter setbacks for Commercial District (Perimeter Setbacks):

- 1) Arterial setback: 50' minimum from property line to building or parking
- 2) Side property line setbacks:
  - 12' minimum from southern property line to parking
  - 15' setback from Encanto Boulevard to parking
  - 12' minimum from southern property line to buildings
  - 15' setback from Encanto Boulevard to buildings



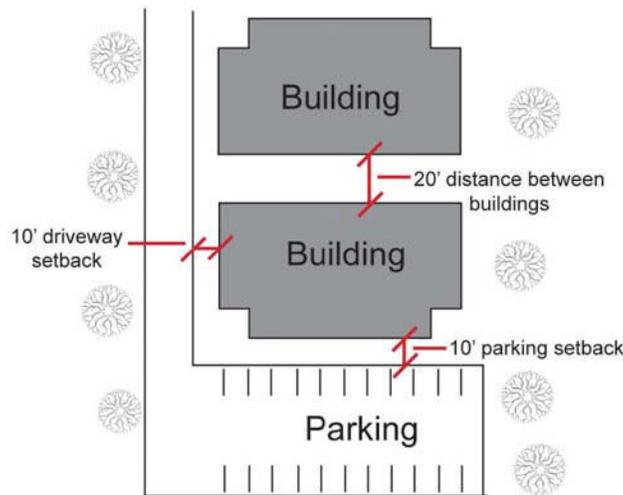
\* Trees that are placed within the perimeter setback shall have planter pockets that shall have a minimum setback depth of 8' or have another measure as accepted at the Master Site Plan phase for the purpose of maintaining the viability of the trees.





b. Building setbacks within Commercial District (Interior Setbacks):

- 1) Parking setback: 10' minimum to buildings
- 2) Driveway setback: 10' minimum to buildings
- 3) Distance between buildings: 20' minimum



**2. Architectural Encroachments**

Balconies, bay windows, chimneys, cantilevered parapets, shade structures and eaves may encroach into required setbacks.

***PARKING PLACEMENT***

**1. Commercial and Hotel Parking**

- a. Commercial and hotel parking shall be located outside of the Commercial District Perimeter Setback area.
- b. Commercial and hotel parking shall be located a minimum of 10' from any building.
- c. Valet shall be a minimum of 10' from any building



## 2. Residential Parking for Mixed-Use Development in the Commercial District

- a. Residential parking and residential guest parking shall be located within the Parking Structures.
- b. Commercial and hotel parking shall be located outside of the Commercial District Perimeter Setback area.

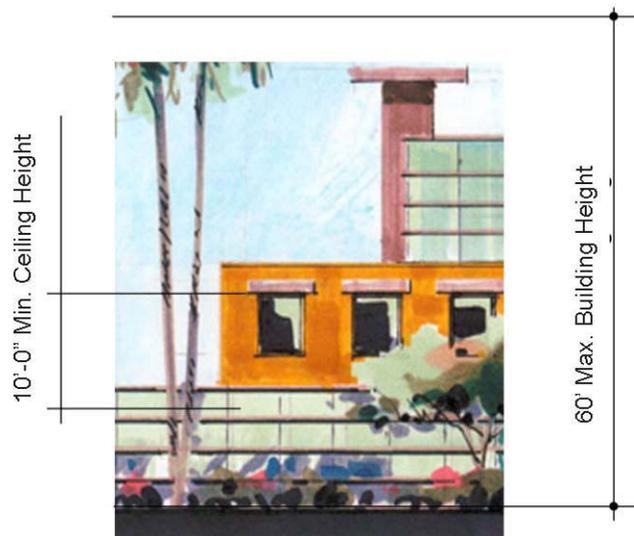
## 3. District Perimeter Setbacks.

- a. Residential parking and residential guest parking shall be located a minimum of ten feet (10') from any building and a maximum of one hundred fifty feet (150') from the unit it serves.

### ***BUILDING PROFILE***

#### **1. Height**

- a. Maximum height: 60' from adjacent grade
- b. Minimum height: 10' floor-to-ceiling for commercial habitable space
- c. Maximum stories: 6





## 2. Architectural Features

- a. Chimneys and architectural features may exceed the maximum height subject to design review approval.

## ***BUILDING USES***

### 1. Permitted Uses

- a. Barber shops, beauty shops, nail salons, tanning salons, day spas and similar personal service uses (not including massage, tattoo and body piercing).
- b. Brewpubs, taverns and cocktail lounges.
- c. Business services, including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (not including day labor).
- d. Car rental office (no vehicle storage on site).
- e. Dancing, theatrical or music studio.
- f. Dry cleaning and laundry establishments (not to exceed 1,000 square feet).
- g. Financial institution with or without drive-thru facility
- h. Restaurants without drive-thru facilities.
- i. Health and exercise center (less than 10,000 square feet).
- j. Medical, dental, or health offices or clinics.
- k. Professional, administrative, corporate, or business offices.
- l. Recreation/entertainment uses such as movie theaters, bowling alleys, game rooms, video arcades, ice and roller skate rinks, and similar uses.
- m. Residential dwelling units are permitted on the second story and above.
- n. Resorts and hotels (including convention, conference, banquet, and event centers).
- o. Retail sales of new merchandise.
- p. Movie Studio Production and support facilities.
- q. Indoor live theater, outdoor amphitheater operation and theater support facilities.



## **2. Conditional Uses.**

The following uses shall be permitted in the Commercial District through review and approval of a Conditional Use Permit. Conditional uses shall be processed and evaluated in accordance with Section 1 of the City of Avondale, Arizona Zoning Ordinance.

- a. Day care center or pre-school center.
- b. Restaurant with drive-thru facilities.
- c. Nightclubs (not including adult live entertainment as defined in Section 10 of the Avondale Zoning Ordinance)
- d. Financial institutions with drive-thru.

## **3. Accessory Uses.**

The following uses are permitted as accessory uses directly related to an approved permitted use in the Commercial District.

- a. Outdoor dining.
- b. Sidewalk café.
- c. Walk-up automatic teller machines (ATM).

## **4. Prohibited Uses.**

The following uses are prohibited.

- a. Check cashing, bondsman, pawn shops, plasma centers and thrift stores.
- b. Day labor centers.
- c. Sexually-oriented businesses.
- d. Any use not expressly permitted herein.
- e. Auto supply store.
- f. Gas service station with retail gas sales, convenience store and/or car wash.
- g. RV and/or Mobile Home Park.
- h. Non-chartered financial institution.



***PARKING REQUIREMENTS***

General office and non-retail commercial:	Per City of Avondale requirements
Retail:	Per City of Avondale requirements
Restaurant:	Per City of Avondale requirements
Lodging:	Per City of Avondale requirements
Restaurant/bar within hotel:	Per City of Avondale requirements
Banquet/meeting rooms within hotel:	Per City of Avondale requirements
Residential:	Per City of Avondale requirements
Residential guest:	1 space per every 4 units
Residential community facility:	Shared parking with residential parking
Recreation facility for residents only:	Shared parking with residential
Day-care	Per City of Avondale requirements

All other uses shall comply with the parking requirements of the City of Avondale, Arizona Zoning Ordinance.

Staff may approve alternative parking ratios and shared parking based upon the findings of a parking demand study prepared by a qualified traffic engineer.

Minimum dimensions for parking stalls, driveways, parking lot islands and other improvements shall conform to the City of Avondale requirements.

Parking canopies are permitted, not to exceed twelve (12) parking stalls in length and shall be architecturally compatible with the buildings. Design of parking canopies shall be upgraded through the use of fascia, skirts, or other details compatible with the buildings' architecture. Parking canopies will not be permitted in the front of buildings.



## ***MATERIAL/DETAIL GUIDELINES***

### **1. Architectural Variety and Colors**

- a. Architecture
  - 1) All buildings shall have consistent four-sided architectural treatment.
  - 2) The use of and variety of horizontal architectural forms is required to avoid monotony and break up building massing and provided appropriate urban scale.
  - 3) Building walls shall be articulated to create pedestrian scale, quality and reduce building massing.
- b. The following color palettes are permitted: desert tans, stone, grays, beiges, soft mountain purples, and gold, red rock, blue, yellow and green hues.
  - 1) Additional colors may be approved at the Master Site Plan phase.

### **2. Exterior Materials**

- a. The following materials are permitted for exterior walls: metal, stone, glazing, masonry, tile and limited stucco. Exposed concrete block, pre-engineered metal/fiberglass/cementitious sidings are prohibited.
- b. The following materials are permitted for exterior wall accents and detailing: stucco, stone, glazing, wood, decorative cast concrete or cantera stone, metal and tile.
- c. Exterior walls shall adhere to the color standards set forth in Section 1.b.

### **3. Roofs**

- a. Roof forms may be flat or sloped.
  - 1) Variation in roof forms is encouraged.
  - 2) Size, shape and slope of roof forms shall be compatible with enhance the architectural character and scale of the building.
- b. Flat roof forms shall comply with the following standards:
  - 1) Shield flat roof with a parapet, decorative roof/eave form or other architectural feature designed to prevent the roof from being seen.
- c. Slope roof forms shall adhere to the following standards:



- 1) Permitted roofing materials are: clay tile, concrete tile and composite shingles.
- 2) Roof colors shall be compatible with color standards set forth in Section 1.b.
- 3) All flashings shall be of non-reflective metals; the color of flashings shall coordinate with the color of the roofing material.
- d. All roof-mounted equipment, mechanical penetrations, satellite dishes and ventilators projecting above the roofline shall be either fully recessed from view or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

#### **4. Eaves, Porches, Trellises and Awnings**

- a. Awnings must be an integral part of the building elevation design and constructed of permanent-type material.
- b. The following standards apply to awning:
  - 1) Permitted awning materials are: metal and fabric.
  - 2) Awning colors shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate visual and color contrast as approved by during design review.
  - 3) Awning patterns may include solid or stripes; other patterns may be approved during design review.

#### **5. Fenestration**

- a. Glazing shall be dual glazed, low e, and tinted; residential glazing may be clear.
- b. Window frames shall be made of: anodized aluminum, steel or aluminum clad wood.
- c. If appropriate to the proposed architectural style, the use of window recesses (minimum 6”) and architectural projections to enhance visual interest is encouraged, though not required.
- d. If appropriate to the proposed architectural style, the use of awnings, trellises and other shade structures is encouraged, though not required.



## 6. Exterior Doors

- a. The following materials are permitted for exterior doors: wood, metal and glass.
- b. Door colors/stain shall be compatible with the color standards set forth in Section 1.b.,
- c. If appropriate to the proposed architectural style, the use of door recesses (minimum 6”) to enhance visual interest is encourage, though not required.

## 7. Utilitarian Metals

- a. The following materials are permitted for guard rails, hand rails and gates: painted metal in black, antique, rusted or powder coat or stainless steel.
- b. Guard rails and gates shall be of a scale and character appropriate to the scale and architectural character of the building to which they are affixed.
- c. Guard rails and hand rails shall be compatible with the color standards set forth in Section 1.b., but may provide an appropriate color contrast to increase their visibility to users.

## 8. Exterior Lighting

- a. Office, retail, restaurant and hotel/motel lobby entry lighting.
  - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
  - 2) Primary light fixtures shall be metal halide.
  - 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the commercial building.
  - 4) Flood lighting is prohibited.
- b. Residential dwelling entry lighting and exterior hotel/motel room entry.
  - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
  - 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
  - 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the residential building.
  - 4) Flood lighting is prohibited.
- c. Elevated deck lighting.
  - 1) Down lighting or decorative wall-mounted sconce lighting is permitted. Decorative pole lighting may be permitted for large deck areas, subject to design review.



- 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
  - 3) The design of lighting fixtures shall be of a scale and character compatible with the building.
  - 4) Flood lighting is prohibited.
  - 5) Elevated deck lighting fixtures shall be located and oriented to focus light inward from the edges of the deck.
- d. Landscape lighting.
- 1) Accent lighting of select architectural, landscape and/or hardscape features is encouraged. Such lights shall be fully shielded and direct down.
  - 2) Exterior lighting fixtures shall be located and oriented to focus light inward from the edges of the parcel.
  - 3) Light fixtures that illuminate large areas from a single source are prohibited.
  - 4) All concrete light pole bases shall be designed to match the standards set for the entire development.

## **9. Landscape**

- a. The Commercial District shall comply with Section 12 of the Avondale, Arizona Zoning Ordinance with the following exceptions:
  - 1) Minimum of 25% of Commercial District shall be landscaped.
  - 2) Commercial District shall include a water feature.



- b. The landscape design shall include pedestrian circulation amenities with the following elements.
  - 1) Walking path system that connects the Commercial District with Encanto Boulevard to the north and 99th Avenue to the east.
  - 2) A walking path system that facilitates pedestrian traffic adjacent to 99th Avenue.
  - 3) A walking path system that connects the Commercial District to the Residential District.
  - 4) Pedestrian circulation linking the buildings in the Commercial District.
  - 5) Pedestrian linkages to landscape/site amenities.
  - 6) Shaded pedestrian rest areas at least 100 square feet in size; shade may be accomplished by trees or shade structures
  - 7) Shade trees along the pedestrian path are required.
  - 8) Differentiated paving shall be used where the pedestrian path crosses vehicular circulation on Site using pavers, stamped concrete or contrasting colored concrete.
  - 9) Adequate landscape lighting to illuminate the pedestrian path. Such lighting may be down lighting or decorative street lamps.
- c. Surface retention areas will have a maximum depth of 3' from the adjacent grade with a maximum slope of 4:1. A flat landscape buffer 5' wide shall be provided at the top of the retention basin. Retention areas greater than 3' may be approved by Staff. Decorative retaining walls may be used in retaining areas to create visual interest. Retention areas shall be designed to integrate into the landscape design.
- d. Street intersections shall be illuminated with street lamps. Parking areas shall be illuminated with down lighting as approved by Staff.

## **10. Screen Walls and Landscape Buffers**

- a. The following materials are permitted for screen walls: stucco, non-reflective metal and wood.
- b. Walls to screen parking areas shall be a maximum allowable height of 3'6".
- c. Screen walls shall adhere to the color standards set forth in Section 1.b.
- d. Screening may also be accomplished through landscape buffers, as appropriate. Such landscape buffers may incorporate plants, trees and/or berms.



- e. All parking areas adjacent to 99th Avenue shall be screened from the right-of-way by a combination of landscape berms and screen walls. Walls shall not be used for more than 25% of the total frontage of the parking areas fronting 99th Avenue.
- f. Loading and/or service areas shall not be located at the front of buildings, but rather shall be placed to the side or rear of the building. Services areas shall be screened with a combination of elements, including walls, berms and/or landscaping at a minimum height of six feet (6') and a maximum height of eight feet (8'). Landscaping shall be included to enhance required screening, but shall not be considered the primary screening element.

## **11. Community Amenities**

### **a. Entry Features**

- 1) The main vehicular entrance shall be clearly identified with appropriate monuments, landscaping and lighting.
- 2) The entry monument shall comply with the color standards set forth in Section 1.b. and shall incorporate approved exterior materials set forth in Section 2.
- 3) Well-defined pedestrian entrances are required.

### **b. Community Facilities**

- 1) If the Commercial District includes residential uses, at least one community facility shall be provided. The community facility may be provided within a mixed use building.
- 2) Such community facility shall include, at a minimum: a multi-purpose room. Additional community recreational amenities are required.

## **12. Miscellaneous**

### **a. Utility and/or mechanical equipment shall be fully screened per City of Avondale requirements.**

- 1) Service electrical system panels shall be recessed into building elevations or screened with doors, landscaping or a solid wall (with landscaping) built of similar building materials and colors to the building architecture. This criteria shall adhere to utility company requirements and be approved by Staff.
- 2) To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.
- 3) No wall-mounted equipment shall be permitted on the front or street sides of any building.



- 4) Ground-mounted equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted in a Perimeter Setback.
- b. Trash Enclosures
- 1) Trash collection areas shall be screened by a minimum 6' high masonry wall consistent with building and/or screen wall architecture. The trash collection location shall be further screened by landscaping.
  - 2) Enclosure gates shall be designed to complement the building architecture.
  - 3) Refuse collection areas shall not be permitted in any Perimeter Setback.
  - 4) All trash enclosures shall meet City of Avondale requirements.
- c. Drive-Thru Facilities
- 1) Drive-thru facilities shall be designed as an integral part of the primary building and include appropriate screening, the method of which shall be determined at the Master Site Plan phase. Canopies for drive-thru facilities shall be integrated into the building design and supporting columns shall have a minimum diameter of 18".
  - 2) Drive-thru lanes shall be screened from view from adjacent streets by landscaped areas and/or screen walls 3' high, minimum, as determined at the Master Site Plan phase
  - 3) Menu boards shall not be visible from adjacent streets.
  - 4) Drive-thru lanes, menu boards, service bay doors, bays, or loading areas shall be prohibited from facing 99th Avenue.
  - 5) Drive-thru circulation shall be designed to minimize traffic intrusion to the remainder of the site.
- d. All building stairways shall be internalized.



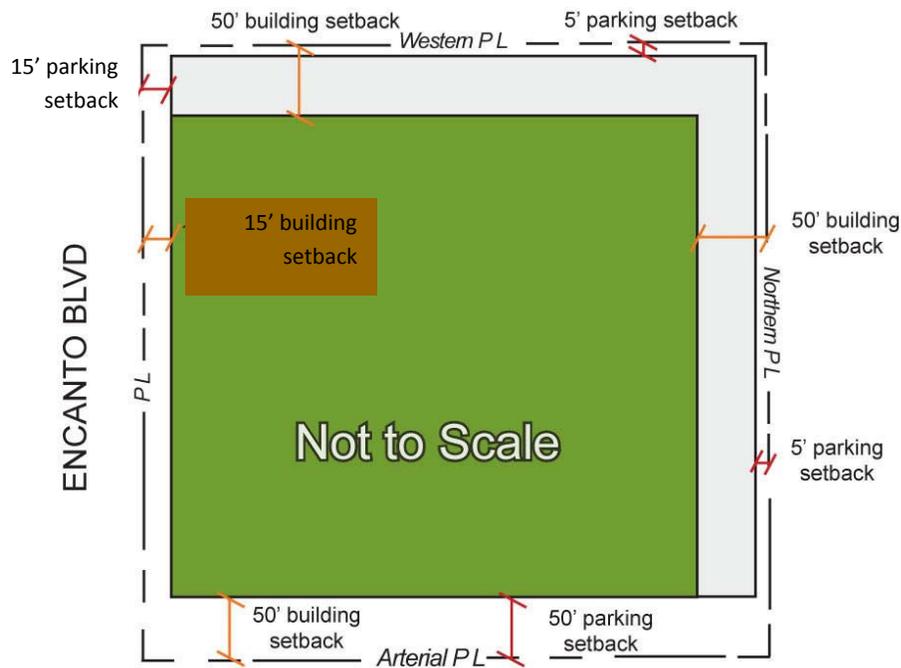
# Part III – RESIDENTIAL VILLAGE GUIDELINES

## BUILDING PLACEMENT

### 1. Setbacks

a. Perimeter setbacks for Residential Village (Perimeter Setbacks):

- 1) Arterial setback: 50' minimum from property line to building or parking
- 2) Northern property line setbacks: 10' minimum from southern property line to parking  
50' setback from Encanto Boulevard to parking
- 3) Western property line setbacks: 5' minimum from property line to parking  
50' minimum from southern property line to buildings 1 story  
75' minimum setback from property line to buildings 2 & 3 stories
- 4) Encanto BLVD setbacks: 15' minimum from property line to parking  
15' minimum from property line to buildings



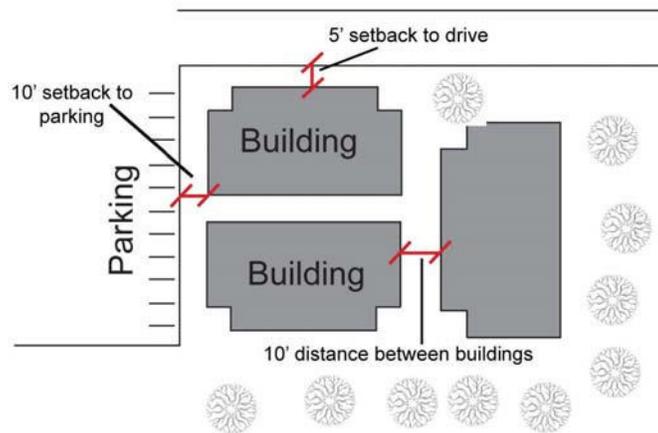
\* Trees that are placed within the perimeter setback shall have planter pockets that shall have a minimum setback depth of 8' or have another measure as accepted at the Master Site Plan phase for the purpose of maintaining the viability of the trees.





b. Building setbacks within Residential Village (Interior Setbacks):

- 1) Parking setback: 10' minimum to buildings
- 2) Driveway setback: 5' minimum to buildings
- 3) Distance between buildings: 10' minimum;  
30' minimum for walls including entrances
- 4) Bldg. Entrance/Exit 20' minimum face to entrance/exit



**2. Architectural Encroachments**

Balconies, bay windows, chimneys, cantilevered parapets, shade structures and eaves may encroach into required setbacks.

***PARKING PLACEMENT***

**1. Residential Parking**

- a. Residential parking shall be located on site within the Perimeter Setbacks.
- b. Residential parking shall be located a minimum of ten feet (10') from any building and a maximum of one hundred fifty feet (150') from the unit it serves.



## 2. Guest Parking

- a. Guest parking shall be located on site within the Perimeter Setbacks
- b. Guest parking shall be located a minimum of ten feet (10') from any building.

## ***BUILDING PROFILE***

### 1. Height

- a. Maximum height: 50' from adjacent grade
- b. Minimum height: 9' floor-to-ceiling for commercial habitable space
- c. Maximum stories: 3



### 2. Architectural Features

- a. Chimneys and architectural features may exceed the maximum height subject to design review approval.

## ***BUILDING USES***

### 1. Permitted Uses

The following uses shall be permitted in the Residential Village.

- a. Multi-family dwellings, including duplexes, townhouses, condominiums, apartments or other cluster housing types at a maximum of 22 dwelling units per acre.
- b. Accessory uses and buildings incidental to the principal use such as clubhouses, community building, on-site manager's office, pools, and garages.
- c. Public parks and public recreation facilities.
- d. Community swimming pools and similar recreational facilities of a non-profit nature when associated with a residential project.



- e. A temporary construction office, shed and/or storage yard in conjunction with on-site construction subject to the City of Avondale Zoning Ordinance.
- f. A temporary residential sales office for the on-site sale of residential units, subject to the City of Avondale Zoning Ordinance.
- g. Home occupations in accordance with the City of Avondale Zoning Ordinance.

## **2. Conditional Uses.**

The following uses shall be permitted in the Residential Village through review and approval of a Conditional Use Permit. Conditional uses shall be processed and evaluated in accordance with Section 1 of the City of Avondale, Arizona Zoning Ordinance.

- a. Day-care facility. Single daycare facilities will not be allowed to exceed 5,000 square feet and will be for servicing residents of the Residential Village.

## **3. Prohibited Uses.**

- a. RV and/or mobile home parks.
- b. Any other use not expressly permitted herein.

### ***PARKING REQUIREMENT***

All uses shall comply with the parking requirements of the City of Avondale, Arizona Zoning Ordinance.

Staff may approve alternative parking ratios and shared parking based upon the findings of a parking demand study prepared by a qualified traffic engineer.

Minimum dimensions for parking stalls, driveways, parking lot islands and other improvements shall conform to the City of Avondale requirements.

Parking canopies are permitted, not to exceed twelve (12) parking stalls in length and shall be architecturally compatible with the buildings. Design of parking canopies shall be upgraded through the use of fascia, skirts, or other details compatible with the buildings' architecture. Parking canopies will not be permitted in the front of buildings.



## ***MATERIAL/DETAIL GUIDELINES***

### **1. Architectural Variety and Colors**

#### **a. Architecture**

- 1) All residential and community buildings shall have consistent four-sided architectural treatment.
- 2) The use of and variety of horizontal architectural forms is encouraged to avoid monotony and break up building massing.
- 3) Building walls shall be articulated to create pedestrian scale, quality and reduce building massing.

#### **b. The following color palettes are permitted: desert tans, stone, grays, beiges, soft mountain purples, gold, red rock, blue, yellow and green hues.**

- 1) Additional colors may be approved at the Master Site Plan phase.

### **2. Exterior Materials**

#### **a. The following materials are permitted for exterior walls: stucco, metal, stone, glazing, masonry, and tile. Exposed concrete block, pre-engineered metal/fiberglass/cementitious sidings are prohibited.**

#### **b. The following materials are permitted for exterior wall accents and detailing: stucco, stone, glazing, wood, decorative cast concrete or cantera stone, metal and tile.**

#### **c. Exterior walls shall adhere to the color standards set forth in Section 1.b.**

### **3. Roofs**

#### **a. Roof forms may be flat or sloped.**

- 1) Variation in roof forms is encouraged.
- 2) Size, shape and slope of roof forms shall be compatible with enhance the architectural character and scale of the building.
- 3) Where sloping roof forms are used, multiple planes may be incorporated to enhance architectural interest.



- b. Flat roof forms shall comply with the following standards:
  - 1) Shield flat roof with a parapet, decorative roof/eave form or other architectural feature designed to prevent the roof from being seen.
- c. Slope roof forms shall adhere to the following standards:
  - 1) Permitted roofing materials are: standing seam metal roof systems, clay tile, concrete tile and composite shingles.
  - 2) Roof colors shall be compatible with color standards set forth in Section 1.b.
  - 3) All flashings shall be of non-reflective metals; the color of flashings shall coordinate with the color of the roofing material.
- d. All roof-mounted equipment, mechanical penetrations, satellite dishes and ventilators projecting above the roofline shall be either fully recessed from view or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

#### **4. Eaves, Porches, Trellises and Awnings**

- a. Awnings must be an integral part of the building elevation design and constructed of permanent-type material.
- b. The following standards apply to awning:
  - 1) Permitted awning materials are: metal and fabric.
  - 2) Awning colors shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate visual and color contrast as approved by during design review.
  - 3) Awning patterns may include solid or stripes; other patterns may be approved during design review.



## **5. Fenestration**

- a. Glazing shall be dual glazed, low e, and tinted; residential glazing may be clear.
- b. Window frames shall be made of: anodized aluminum, steel or aluminum clad wood.
- c. Window colors shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate visual and color contrast as approved during design review.
- d. If appropriate to the proposed architectural styles, the use of window recesses (minimum 6”) to enhance visual interest is encouraged, though not required.
- e. If appropriate to the proposed architectural style, the use of awnings and other shade structures is encouraged, though not required.

## **6. Exterior Doors**

- a. The following materials are permitted for exterior doors: wood, composite, metal and glass.
- b. Door colors/stain shall be compatible with the color standards set forth in Section 1.b., but may provide appropriate color contrast for increased architectural interest.
- c. If appropriate to the proposed architectural style, the use of door recesses (minimum 6”) to enhance visual interest is encourage, though not required.

## **7. Utilitarian Metals**

- a. The following materials are permitted for guard rails, hand rails and gates: painted metal in black, antique, rusted, powder coat or stainless steel.
- b. Guard rails and gates shall be of a scale and character appropriate to the scale and architectural character of the building to which they are affixed.
- c. Guard rails and hand rails shall be compatible with the color standards set forth in Section 1.b., but may provide an appropriate color contrast to increase their visibility to users.

## **8. Exterior Lighting**

- a. Residential Dwelling Entry Lighting.
  - 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
  - 2) Primary light fixtures shall be compact florescent, incandescent, or metal halide
  - 3) The design of lighting fixtures and their support shall be of a scale and architectural character compatible with the commercial building.
  - 4) Flood lighting is prohibited.



b. Private Residential Patio Lighting.

- 1) Down lighting or decorative wall-mounted sconce lighting is permitted.
- 2) Primary light fixtures shall be compact florescent, incandescent or metal halide.
- 3) The design of lighting fixtures shall be of a scale and architectural character compatible with the residential building.
- 4) Flood lighting is prohibited.

c. Landscape Lighting.

- 1) Accent lighting of select architectural, landscape and/or hardscape features is encouraged. Such lights shall be fully shielded and direct down.
- 2) Landscape lighting fixtures shall be located and oriented to focus light inward from the edges of the parcel.
- 3) Light fixtures that illuminate large areas from a single source are prohibited.
- 4) Parking lighting shall be down lighting provided mounted on light poles, in shade structures and decorative lighting.
- 5) All concrete light pole bases shall be designed to match the standards set for the entire development.

**9. Landscape**

- a. The landscaping in the Residential Village shall meet the requirements in Section 12 of the City of Avondale, Arizona Zoning Ordinance.
- b. The landscape design shall include pedestrian circulation amenities with the following elements.
  - 1) Walking path system that connects the Residential Village with Encanto Boulevard to the south and 99th Avenue to the east.
  - 2) A walking path system that facilitates pedestrian traffic adjacent to 99th Avenue and adjacent to Encanto Boulevard.
  - 3) A walking path system that connects the Residential Village to the Commercial Village.
  - 4) Shaded pedestrian rest areas at least 100 square feet in size; shade may be accomplished by trees or shade structures.
  - 5) Shade trees along the pedestrian path are encouraged.



- 6) Differentiated paving shall be used where the pedestrian path crosses vehicular circulation on site.
  - 7) Adequate landscape lighting to illuminate the pedestrian path. Such lighting may be down lighting or decorative street lamps.
- c. The landscape design shall include an entry feature for the Residential Village with appropriate signage.
  - d. Community courtyard areas to facilitate recreation and provide a safe play environment for children are encouraged.
  - e. The landscape design may include appropriate water features, but water features are not required.
  - f. Surface retention areas will have a maximum depth of 3' from the adjacent grade with a maximum slope of 4:1. A flat landscape buffer 5' wide shall be provided at the top of the retention basin. Retention areas greater than 3' may be approved by Staff. Decorative retaining walls may be used in retaining areas to create visual interest. Retention areas shall be designed to integrate into the landscape design.
  - g. Street intersections shall be illuminated with street lamps.

#### **10. Screen Walls and Landscape Buffers**

- a. Screen walls shall have architecture consistent with surrounding buildings. The following materials are permitted for screen walls: stucco, non-reflective metal and wood.
- b. Screen walls shall not exceed 6' in height
- c. Walls to screen parking areas shall be a maximum of 3'6" in height.
- d. Screen walls shall adhere to the color standards set forth in Section 1.b.
- e. Screening may also be accomplished through landscape buffers, as appropriate. Such landscape buffers may incorporate plants, trees and/or berms.
- f. Screening measures, such as a perimeter wall, shall be applied to the western and southern edges of the Commercial Village to provide a buffer from the adjacent neighboring uses.



## 11. Community Amenities

### a. Entry Features

- 1) The main vehicular entrance shall be clearly identified with appropriate monuments, landscaping and lighting.
- 2) The entry monument shall comply with the color standards set forth in Section 1.b. and shall incorporate approved exterior materials set forth in Section 2.
- 3) Operable entry gates may be utilized; such gates shall comply with the material and color standards for Utilitarian Metals standards set forth in Section 7.
- 4) Operable main entry gates shall have an attendant guard house and/or call box system.
- 5) Secondary entrances may be for emergency access only, exit only or provide ingress/egress solely to residents via remote control or sensor. Secondary entries which are solely for emergency access, residents or exit only shall be clearly marked.
- 6) Where an operable main entry gate is utilized, the site plan shall include a turn-around outside the main entry gate; a turn-around is not required for secondary entries which are solely for residents or exit only.
- 7) Well-defined pedestrian entrances are encouraged.

### b. Community Facilities

- 1) The Residential Village shall have at least one community building. If the Residential Village is divided into more than one residential project, each project shall have at least one community building.
- 2) Community buildings shall adhere to the development guidelines for other structures set forth herein.
- 3) Community buildings shall include, at a minimum: a multi-purpose room, and an outdoor recreational amenity including a gated pool. Additional outdoor recreational amenities are encouraged, but not required.

## 12. Miscellaneous

### a. Utility and/or mechanical equipment shall be fully screened per City of Avondale requirements.

- 1) Service electrical system panels shall be recessed into building elevations or screened with doors, landscaping or a solid wall (with landscaping) built of similar building materials and colors to the building architecture. This criteria shall adhere to utility company requirements and be approved by Staff.



- 2) To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.
  - 3) No wall-mounted equipment shall be permitted on the front or street sides of any building.
  - 4) Ground-mounted equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted in a Perimeter Setback.
- b. Trash Enclosures
- 1) Trash collection areas shall be screened by a minimum 6' high masonry wall consistent with building and/or screen wall architecture. The trash collection location shall be further screened by landscaping.
  - 2) Enclosure gates shall be designed to complement the building architecture.
  - 3) Refuse collection areas shall not be permitted in any Perimeter Setback.
  - 4) All trash enclosures shall meet City of Avondale requirements.
- c. All building stairways shall be internalized or screened from view.



## **Part IV – SIGNAGE GUIDELINES**

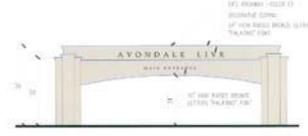
### **1. Signage**

#### **a. General Sign Provisions**

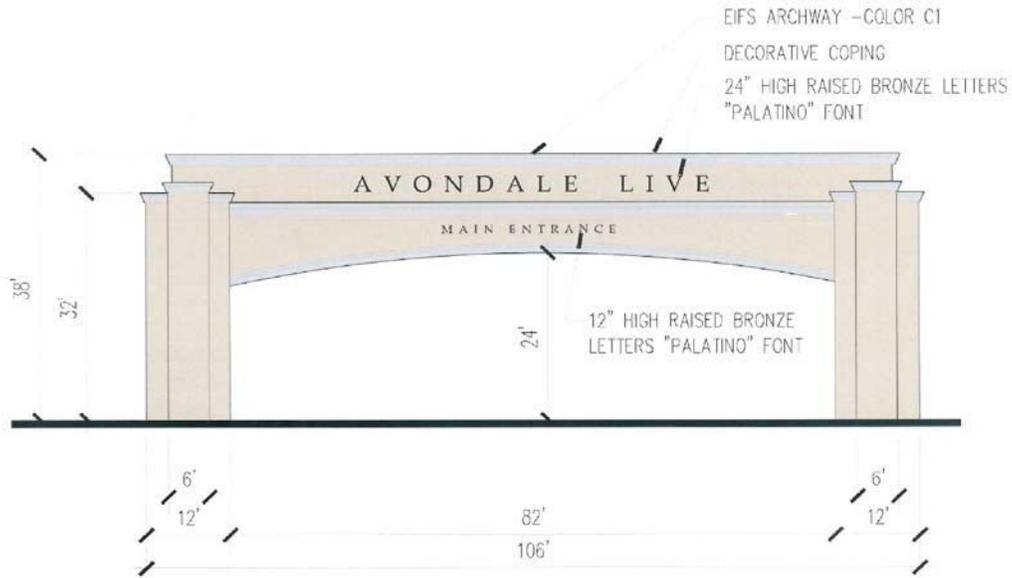
- 1) Signs may be illuminated (LED, internal backlit or halo), with the exception of awning signs.
- 2) Placement of freestanding signs shall be specifically identified in the site plan.
- 3) Placement of Building-Mounted Signs shall be specifically identified in the site plan and shown on building elevation plans.
- 4) No Directory Sign shall be located within the Arterial Setback.
- 5) For all center identification and multi-tenant monument signs, a landscape area shall be provided, on-premises at the street frontage at the base of the sign, which shall extend a minimum of four feet (4') beyond the perimeter section of the sign structure at its widest point.

#### **b. Center Identification Archway Signs identify the center on the arterial frontage.**

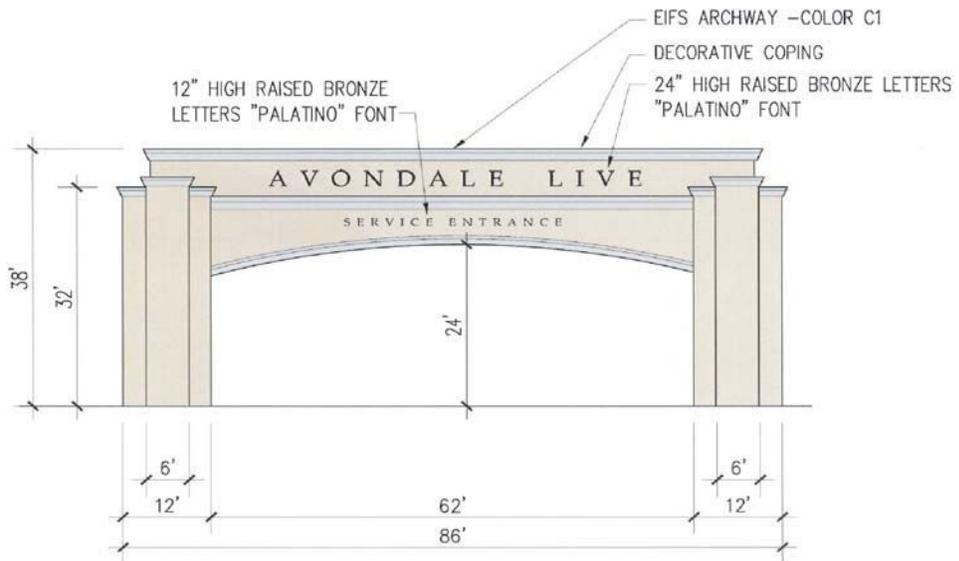
- |                            |   |
|----------------------------|---|
| 1) Maximum height:         | 40'   |
| 2) Maximum area:           | None  |
| 3) Quantity:               | One Archway sign along 99th Avenue frontage on Encanto BLVD and one Archway sign along the south service entrance road. |
| 4) Distance between signs: | 330' minimum  |



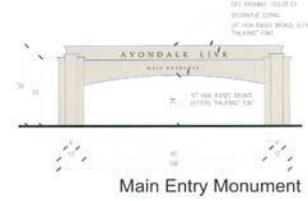
Main Entry Monument



Main Entry Monument



Service Entry Monument



c. Multi-tenant Identification Monument Signs identify the center and/or key tenants on 99th Avenue or Encanto Boulevard frontages.

- 1) Maximum height: 14'
- 2) Maximum area: 100 square feet
- 3) Quantity: One sign along 99th Avenue south of Encanto
- 4) Maximum Tenant Panels 12 Panels



d. Hotel Identification Monument Signs are freestanding monuments signs that identify hotel uses throughout the center.

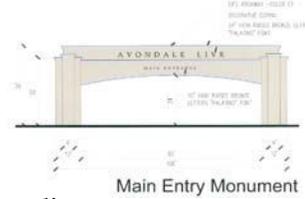
- 1) Maximum height: 6'
- 2) Maximum area: 40 square feet
- 3) Quantity: One sign per primary and secondary entrance

e. Directory Signs are freestanding signs to provide building identification and implement circulation and way-finding through the Residential Village.

- 1) Maximum height: 8'
- 2) Maximum area: 20 square feet
- 3) Quantity: As necessary to enhance safe traffic flow

f. Directional Signs are freestanding signs that provide information for private, public, delivery entrances and exits.

- 1) Maximum height: 4'
- 2) Maximum area: 12 square feet
- 3) Quantity: As necessary to enhance safe traffic flow



g. Menu and Ordering Boards will be permitted as part of a drive-thru facility in compliance with the City of Avondale Zoning Ordinance.

h. Building-Mounted Signs provide identification for all single- and multi-tenant buildings, tenant signage which may include wall, storefront and blade signage. Individual pan channel or reverse pan channel letters and logos, or custom cabinets shall be allowed

4) Maximum height: None.

5) Maximum area: Major tenant (over 10,000 square feet) signage shall be limited to one and one-half (1.5) square feet per lineal foot of the primary elevation as defined by the City of Avondale, Arizona Zoning Ordinance. Minor tenants (less than 10,000 square feet) wall signage shall be allowed one (1) square foot per lineal foot of the primary elevation as defined by the City of Avondale, Arizona Zoning Ordinance.

All tenants shall be allowed one half (1/2) square foot per lineal foot of elevations facing 99<sup>th</sup> Avenue.

Allowed signage area may be transferred between elevations.

6) Quantity: A maximum of four elevations may have signage.

7) Placement: Sign fields shall be integrated into the building design. Signs shall not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.

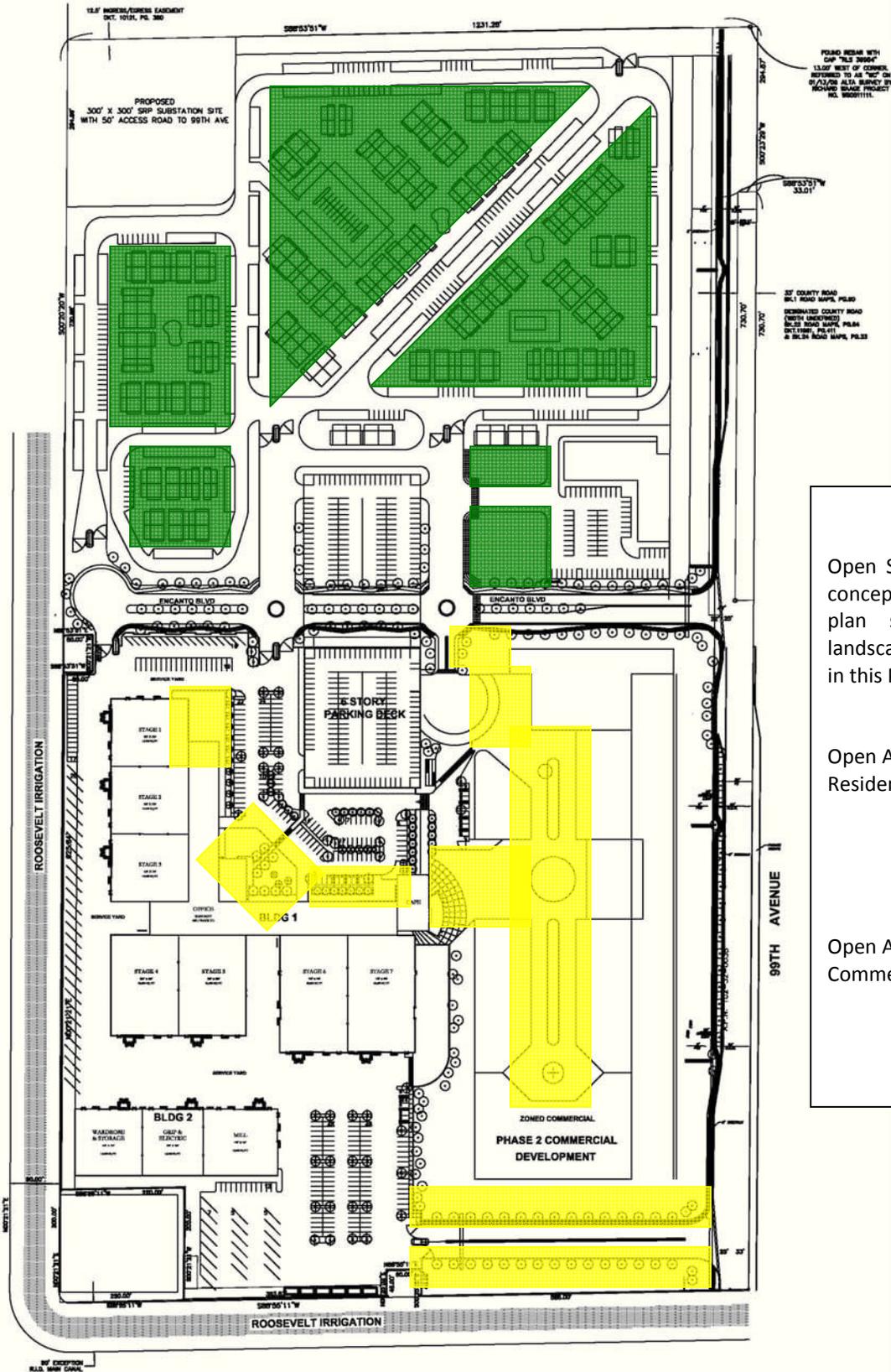
i. Window Signs. Window graphics are limited to twenty-five percent (25%) of the tenant's first-floor window area and shall not be permitted on windows above the first floor.

j. Awning Signs shall be counted as part of the tenant's aggregate Building-Mounted Signage sign area based on lineal front footage.

1) Awning Signs shall be placed on 50% of the awning valance height and 80% of the awning width of the element on which it is installed.

2) Awning signage must be mounted parallel to the face.

# Exhibit A: Open space plan with amenities



**OPEN SPACE**

Open Space areas are shown as conceptual. Each master site plan shall comply with the landscaping requirements listed in this PAD.

Open Areas in Residential Village:



Open Areas in Studio & Commercial Districts:



**ORDINANCE NO. 1387-909**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE GENERAL DEVELOPMENT PLAN AND PROGRAM FOR THE AVONDALE LIVE (FORMERLY LA ENTRADA) PAD FOR APPROXIMATELY 62 ACRES LOCATED AT THE NORTHWEST AND SOUTHWEST CORNERS OF 99TH AVENUE AND THE ENCANTO BOULEVARD ALIGNMENT, AS SHOWN IN FILENAME Z-09-4.

**WHEREAS**, on May 21, 2007, the Council of the City of Avondale (the “City Council”) approved the La Entrada PAD Development Plan and Program rezoning real property generally located west of 99th Avenue north and south of the Encanto Boulevard alignment; and

**WHEREAS**, the City Council adopted Ordinance No. 1343-209 on February 2, 2009, amending the La Entrada PAD Development Plan and Program; and

**WHEREAS**, the text of the La Entrada PAD Development Plan and Program and Ordinance No. 1343-209 erroneously indicated an affected area of approximately 60.77 acres, when the actual area (which area was correctly described and depicted in the legal descriptions and maps attached to the La Entrada PAD Development Plan and Program and Ordinance No. 1343-209) is more accurately described as encompassing approximately 62 acres of real property; and

**WHEREAS**, the City Council desires to further amend the La Entrada PAD Development Plan and Program and 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, as amended; and

**WHEREAS**, the Commission held a public hearing on Thursday, August 20, 2009, on this Ordinance after which the Commission recommended approval; 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 September 14, 2009.

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

SECTION 1. That the recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. That the Avondale Live (formerly La Entrada) Planned Area Development (PAD) is hereby amended, as shown in File Z-09-4, subject to the following conditions:

1. Development of the subject property shall conform to the Avondale Live PAD Amendment Narrative date stamped August 10, 2009, except as modified by these stipulations.
2. The development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual, the most recent edition of the MAG Uniform Standard Specifications and Details and the most recent editions of the City of Avondale Supplement to MAG Uniform Standard Specifications and Details.
3. Financial assurance for all work within the public right-of-way, in an amount and form acceptable to the City Attorney, shall be deposited with the City prior to the issuance of the first construction permit.
4. All common, landscape and open space areas, including recreational structures, shall be maintained by the property manager and/or homeowners' association in accordance with the approved plan.
5. Final driveway locations, curb cuts and street cross-sections shall be finalized at the time of master site plan approval, as determined by the City Engineer.
6. As part of the first phase of development, the developer shall relocate the existing SRP irrigation canal along 99th Avenue per SRP requirements. This shall include, but not be limited to, the construction of the new pipe and all actions required to accommodate any necessary easements.
7. The developer shall dedicate right-of-way for 99th Avenue as required by the City Engineer prior to the issuance of a building permit on the subject property. 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. The developer shall dedicate right-of-way for Encanto Boulevard from the eastern property line to the western property line of the subject property as required by the City Engineer prior to the issuance of a building permit on the subject property. 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.

9. As part of the first phase of development, the developer shall construct the full half-street improvements of the west side of 99th Avenue adjacent to the subject property and the entire width of Encanto Boulevard as shown in the PAD amendment.
10. Prior to the issuance of a building permit on the subject property, the developer shall contribute towards the cost of the design, purchase and installation of new traffic signals warranted by this development, as determined by the City Engineer during the master site plan review and approval process. This contribution will include no more than 50% of the cost of design, purchase, and installation of a new traffic signal at the intersection of 99th Avenue and Encanto Boulevard.
11. As part of the submittal of the Commercial District master site plan, the developer shall submit a sound study conducted by a registered architect to determine the effect of any theater and outdoor activities conducted on site.
12. 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 ("ADWR") prior to recordation of the final plat or issuance of a building permit, whichever comes first.
13. The developer shall allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat or issuance of a building permit, whichever comes first.
14. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to recordation of the final plat or issuance of a building permit, whichever comes first.

SECTION 3. 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.

SECTION 4. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 14, 2009.

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
ORDINANCE NO. 1387-909  
  
(Map and Legal Description)

**EXHIBIT "ONE"**

The Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 90 feet; and

EXCEPT the South 90 feet; and also

EXCEPT the following portion of Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as:

BEGINNING 90 feet East and 40 feet South of the Northwest corner of said Northeast quarter of the Southeast quarter;

Thence East 50 feet;

Thence South 65 feet;

Thence West 50 feet;

Thence North 65 feet to the place of beginning; and also

EXCEPT the following described property:

That part of the Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian further described as follows:

COMMENCING at the Southeast corner of said Section 32, said point also being the intersection of 99th Avenue and McDowell Road;

Thence, North 00 degrees 55 minutes 21 seconds West along the East line of said Section 32, also being the monument line of 99th Avenue, a distance of 1321.22 feet to the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 32;

Thence, continuing North 00 degrees 55 minutes 21 seconds West along said East Section line a distance of 90.00 feet to the North right-of-way line of the RID canal;

Thence, South 87 degrees 34 minutes 17 seconds West, departing said East Section line, along the North right-of-way line of the RID canal and parallel to and 90.00 feet North of the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 585.00 feet to the POINT OF BEGINNING;

Thence, continuing South 87 degrees 34 minutes 17 seconds West along the said North right-of-way line, a distance of 60.00 feet;

Thence, departing the said North right-of-way line, North 00 degrees 55 minutes 21 seconds West, parallel with the East line of said Section 32, a distance of 45.00 feet;

Thence, North 87 degrees 34 minutes 17 seconds East, parallel with the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 60.00 feet;

Thence, South 00 degrees 55 minutes 21 seconds East, parallel with the East line of said Section 32, a distance of 45.00 feet to the POINT OF BEGINNING; and also

EXCEPT the following described property:

That part of the Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian further described as follows:

COMMENCING at the Southeast corner of said Section 32, said point also being the intersection of 99th Avenue and McDowell Road;

Thence, North 00 degrees 55 minutes 21 seconds West along the East line of said Section 32, also being the monument line of 99th Avenue, a distance of 1321.22 feet to the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 32;

Thence, continuing North 00 degrees 55 minutes 21 seconds West along said East Section line a distance of 90.00 feet to the North right-of-way line of the RID canal;

Thence, South 87 degrees 34 minutes 17 seconds West, departing said East Section line, along the North right-of-way line of the RID canal and parallel to and 90.00 feet North of the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 1008.85 feet to the POINT OF BEGINNING;

Thence, continuing South 87 degrees 34 minutes 17 seconds West along said North right-of-way line, a distance of 220.00 feet to a North and East corner in the RID canal right-of-way said point being 90.00 feet East of the West line of the Northeast quarter of the Southeast quarter of said Section 32;

Thence, North 00 degrees 59 minutes 31 seconds West along the East right-of-way line of the RID canal and parallel to and 90.00 feet East of the West line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 200.00 feet;

Thence, North 87 degrees 34 minutes 17 seconds East, parallel with the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 220.00 feet;

Thence, South 00 degrees 59 minutes 31 seconds East, parallel with the West line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 200.00 feet to the POINT OF BEGINNING.

CHICAGO TITLE INSURANCE COMPANY

Page 1

LEGAL DESCRIPTION

Escrow/Title No. 2513791 17

PARCEL 1:

THE SOUTH 730.45 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 90 FEET AND

EXCEPT THE EAST 80 FEET THEREOF.

PARCEL 2:

THE WEST 25 FEET OF THE EAST 80 FEET OF THE SOUTH 730.45 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 3:

THE WEST 22 FEET OF THE EAST 55 FEET OF THE SOUTH 730.45 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION EXHIBIT "A"

PARCEL NO. 1:

THE SOUTH 147.38 FEET OF THE EAST 566.06 FEET OF THE SOUTH 294.77 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 730.45 FEET THEREOF.

PARCEL NO. 2:

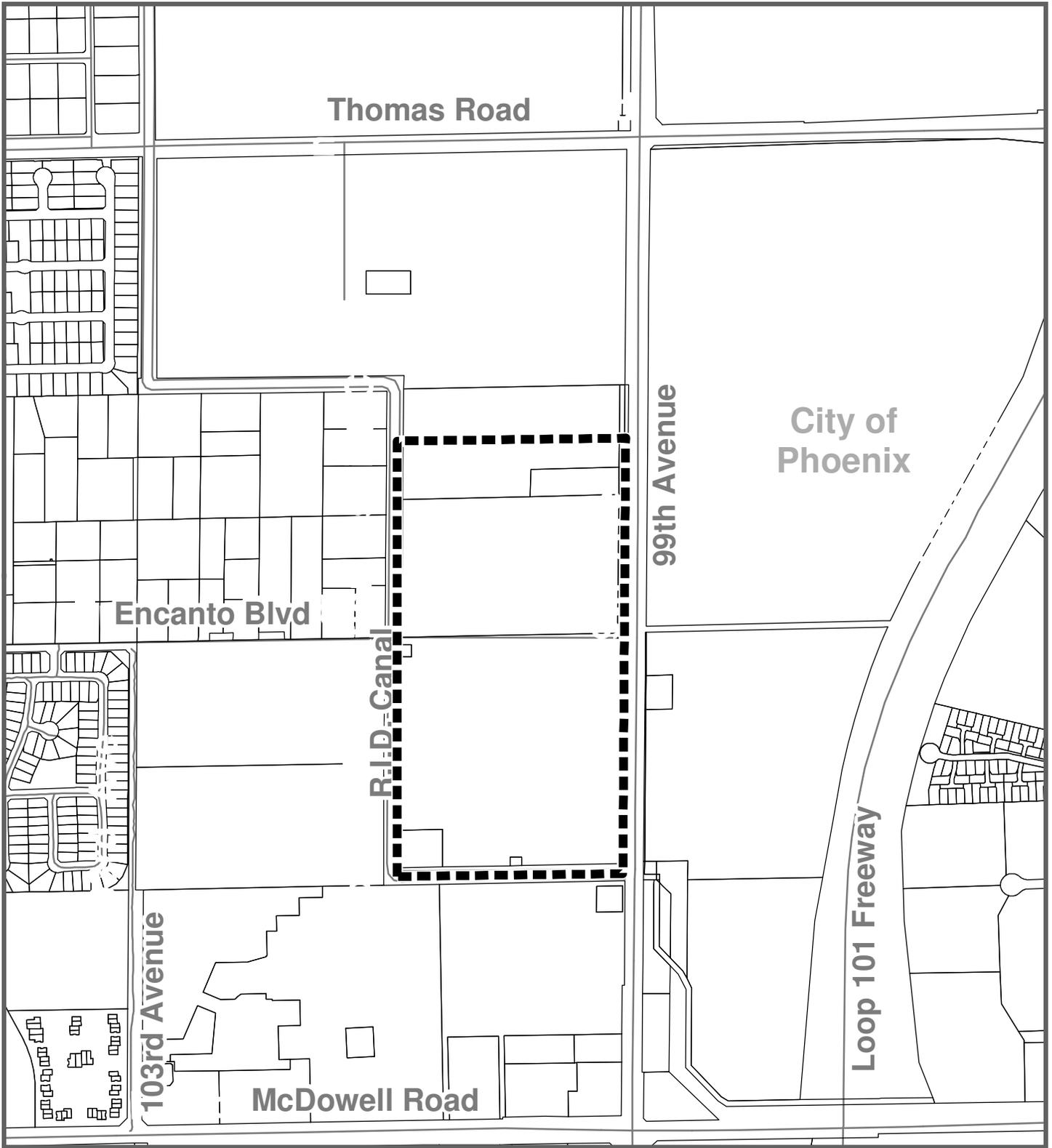
THE SOUTH 294.77 FEET, EXCEPTING THEREFROM THE SOUTH 147.38 FEET OF THE EAST 566.06 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 90 FEET; AND

EXCEPT THE SOUTH 730.45 FEET THEREFROM

---

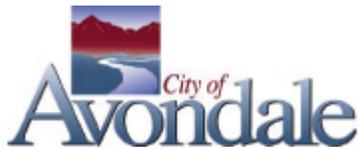


## Appplication Z-09-4



Subject Site





# CITY COUNCIL REPORT

**SUBJECT:**

Proposed Amendment to Section 1 of the Zoning Ordinance

**MEETING DATE:**

September 14, 2009

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will receive information regarding a proposed amendment to Section 1 of the Zoning Ordinance, which encompasses definitions of terms; defines the structure, powers and duties of the City's administrative bodies; outlines the City's development processes; and details the procedures for enforcement of the Zoning Ordinance. For information, discussion and direction.

**BACKGROUND:**

Section 1 of the Zoning Ordinance encompasses definitions of terms; defines the structure, powers and duties of the City's administrative bodies; outlines the City's development processes; and details the procedures for enforcement of the Zoning Ordinance. As part of a comprehensive update to Avondale's Zoning Ordinance, staff is proposing to make amendments to Section 1, Administration and Procedures with 5 primary goals in mind:

1. Update the Definitions to ensure all terms in the Zoning Ordinance that need to be defined are included.
2. To clarify certain procedures and processes.
3. To clarify and update the procedures and duties of the administrative bodies involved in development and entitlement review.
4. To propose changes to review and approval procedures in order to further streamline the entitlement process.
5. To ensure that the citizen review process is up-to-date with our preferred procedures and that it provides ample opportunity for citizens to review and provide input during the review process.

**DISCUSSION:**

Staff is reviewing and updating Section 1 of the Zoning Ordinance: Administration and Procedures. The main points of the proposed update:

**1. Update Definitions:** As the Zoning Ordinance has been updated through this process, new terms for things like land uses and development standards, have been introduced, which need to be defined to ensure their meaning and intent are clear. Similarly, over the years zoning interpretations, Planned Area Developments, and policy changes have created new or different meanings for some terms. These terms all need to be clearly defined in the Zoning Ordinance to ensure that the related policies and regulations are enforced consistently.

**2. Clarify procedures and policies:** Some development review procedures have evolved over time. For example, the makeup of both the Site Plan Review Committee and the Pre-Application Review Committee have changed due to changes in City staff. The proposed amendment will result in the Zoning Ordinance explicitly stating what the most effective makeup of these committees is. Similarly,

in recent years, there have been occasions that a site plan approval needed to be extended beyond the initial validity period. The proposed amendment will lay out a procedure and criteria for extending site plan approvals. The amendment will also update the various codes that are used by the City in its development review.

**3. Administrative Bodies:** The various administrative bodies involved in the development review process, including the City Council, Planning Commission, Board of Adjustment, Planning Division, and Zoning Administrator, have added or changed responsibilities. This amendment will spell out the most current responsibilities of each of the administrative bodies. Additionally, the bylaws of the Planning Commission and Board of Adjustment have been amended since the last update to Section 1. This amendment will incorporate those changes to the bylaws to bring the Zoning Ordinance in concert with the bylaws of these bodies.

**4. Proposed Review and Approval Process Changes:** Currently, the Zoning Ordinance requires that the Planning Commission review all site plans zoned Planned Area Development (PAD) and that the City Council make the final decision on all PAD-zoned site plans, while all other site plans are reviewed and approved by the Site Plan Review Committee, which is made up of City staff. Because of the preponderance of PAD-zoned properties in the City, this has the effect of lengthening the site plan approval process by at least two months. This amendment will propose that the site plan review process be changed to require all site plans to be reviewed and approved administratively by the Site Plan Review Committee. This would shorten the development approval process and help developers get their project to the construction phase sooner.

A second procedure the amendment will propose to change is the Conditional Use Permit review and approval process. In February of 2002, the City Council adopted an ordinance amending the Zoning Ordinance giving the authority to approve Conditional Use Permits to the Planning Commission. In 2003, the City Council approved an ordinance that gave that authority back to the City Council. This amendment will propose again allowing the Planning Commission to review and approve Conditional Use Permits, with the City Council available to hear appeals of Planning Commission decisions. The rationale given as part of the 2002 amendment was primarily regarding timing: allowing the Planning Commission to decide Conditional Use Permits shortens the entitlement process by approximately four to six weeks. The change would also eliminate some of the financial requirements of the applicant, by requiring one fewer newspaper advertisement, public notice mailing, and notice sign update. With this change, the public would still be allowed to review and comment on the proposal at the Neighborhood Meeting and at the Planning Commission public hearing, giving ample opportunity to be heard regarding proposed conditional uses.

**5. Citizen Review Process:** This amendment will propose minor changes to the Citizen Review Process, which are designed to ensure that the public has enough opportunity to participate in the public hearing process. These changes include items like the required timing of Neighborhood Meetings, design of public notice signs that are to be placed on the property, and responsibilities for newspaper advertisements and public notice mailings.

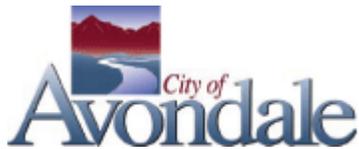
## **RECOMMENDATION:**

Staff will provide a presentation that of key portions of Section 1 that would be amended through this proposal. Staff would like to receive direction regarding the major proposed changes and any other suggestions the Council would like to provide. No action is required.

## **ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Elected Officials' Retirement Plan Litigation

**MEETING DATE:**  
September 14, 2009

**TO:** Mayor and Council  
**FROM:** Andrew McGuire, City Attorney (602) 257-7664  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this agenda item is to request that the Council authorize the City Attorney to take direction from the City Manager with respect to Maricopa County Case No. CV2008-008969, Campbell v. The Elected Officials' Retirement Plan, et al. (the "Litigation").

**DISCUSSION:**

Retired Maricopa County Superior Court Judge Colin Campbell ("Campbell") participates in the Elected Officials' Retirement Plan ("EORP" or the "Plan"). Campbell has filed suit seeking declaratory and injunctive relief interpreting Ariz. Rev. Stat. § 38-817 which entitles some members of the Plan or their survivors to receive a subsidy payment in connection with their purchase of group health and accident insurance.

Campbell moved to certify the case as a class action to bring in as plaintiffs all similarly situated persons (retired members of the Plan or their survivors) and the defendant Plan has filed a motion to add Participating Employers as defendants (all employers who participate in the EORP, including the City). As a result, EORP moved to join all Participating Employers as defendants because the Court's order may have a direct impact on the employer contributions that Participating Employers pay to EORP and may increase the administrative functions and costs required to administer the subsidy. These actions effectively have the potential to make all Council Members plaintiffs in the case.

The divergent economic interests between the Council Members and City create an arguably irreconcilable conflict between the individual members of the Council and City. I believe, because of the inherent conflict presented, that I should consult only with the City Manager regarding participation in this matter, as he is not a participant in the EORP. If there is a determination that the City should participate in the litigation, our firm will not be representing the City; we will recommend suitable counsel to handle the matter.

**RECOMMENDATION:**

That the Council (i) direct the City Attorney to consult with the City Manger regarding participation in this matter, (ii) direct the City Attorney to recommend suitable outside litigation counsel in the event that the City Manager deems it in the best interest of the City to actively participate in the Litigation and (iii) authorize the City Manager to execute an engagement letter and retain outside litigation counsel as necessary to participate in the Litigation.

**ATTACHMENTS:**

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No Attachments Available