



CITY COUNCIL AGENDA

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

SPECIAL MEETING
November 22, 2010
5:30 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 RESOLUTION 2940-1110 - CANVASS OF VOTES FOR THE NOVEMBER 2, 2010 ELECTION

City Council will consider a resolution canvassing the results of the November 2, 2010 Election. The Council will take appropriate action.

4 DEVELOPMENT AGREEMENT - PHOENIX INTERNATIONAL RACEWAY

City Council will consider a request to approve a development agreement between the City of Avondale and Phoenix International Raceway regarding facility improvements and extension of public utilities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 COUNCIL GOAL SETTING FOR FY2011-2012 BUDGET

Staff will present a status update and request Council direction for development of policy goals and priorities for the 2011-2012 fiscal year. For information, discussion and direction.

6 ADJOURNMENT

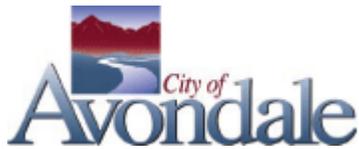
Respectfully submitted,

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.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



CITY COUNCIL REPORT

SUBJECT:

Resolution 2940-1110 - Canvass of Votes for the November 2, 2010 Election

MEETING DATE:

November 22, 2010

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 results of the November 2, 2010 Election.

DISCUSSION:

The City of Avondale held an Election on Tuesday, November 2, 2010. 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:

Proposition	Yes	No	Results
Proposition 406 - Changing the City's Election Cycle	6,980	4,310	Passed

There were 12,632 ballots cast yielding a 43.5% voter turnout. Proposition 406 was approved by the Avondale voters.

RECOMMENDATION:

Staff is recommending that City Council adopt a resolution canvassing the election results of the November 2, 2010 Election.

ATTACHMENTS:

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[Resolution 2940-1110](#)

RESOLUTION NO. 2940-1110

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON NOVEMBER 2, 2010.

WHEREAS, the City of Avondale (the “City”) held a special election on November 2, 2010 (the “Election”) for consideration of a Question providing for amendments and additions to the Avondale City Charter, Article II, Sections 3 and 4, and Article IX, Sections 6, 9 and 12, relating to the changes necessary to accommodate a shift in the City’s primary and general election cycle from September/November in odd-numbered years to September/November in even-numbered years and the related impact on term limits for Mayor and Councilmen.

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 total number of ballots cast at the Election, as shown by the poll lists, was 12,632.

SECTION 2. That the number of ballots to be verified was 795, and that voters found to be ineligible were 139.

SECTION 3. That the votes cast for the Question were as follows:

YES	6,980
NO	4,310

SECTION 4. That this Resolution shall be in full force and effect immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, November 22, 2010.

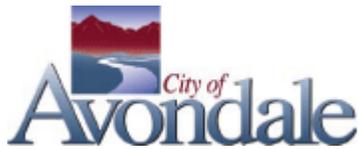
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Development Agreement - Phoenix International Raceway

MEETING DATE:

November 22, 2010

TO: Mayor and Council

FROM: David Fitzhugh, Assistant City Manager (623) 333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff request the City Council approve a development agreement between the City of Avondale and Phoenix International Raceway regarding facility improvements and extension of public utilities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Phoenix International Raceway (PIR) owns and operates a professional racing facility on approximately 600 acres located between the intersections of Avondale Boulevard and Dysart Road, south of the Gila/Salt River. The raceway was originally constructed in 1964 and has been periodically improved over the years. PIR desires to construct facility improvements in the near term as the first phase of a long range plan intended to enhance and expand the facility. These improvements are critical to the long-term viability of the facility, the assurance of maintaining featured NASCAR race events and increasing the potential to expand activities on the property. The City of Avondale will benefit from the improvements through construction sales tax, assurance of continued revenue generated by the events and the potential for increased revenue due to future activities.

The current facility is not connected to City of Avondale water or sewer and is dependent on a private well and on-site disposal of sewage. The well water is extremely high in total dissolved solids and, while it meets all county, state and federal water quality standards, it is not desirable for consumption due to taste and appearance. It is used primarily for non-potable uses including dust control, irrigation and fire suppression. The on-site sewer system is at capacity and will not support any expansion of uses. PIR has been in discussion with staff for the past several months discussing their planned improvements and the City's ability to provide necessary infrastructure. Staff believes we have developed conceptual plans to meet their needs.

This item was presented to the City Council on November 15, 2010 in the regular agenda for discussion and direction. Council directed staff to schedule it on the November 22, 2010 Council meeting agenda for approval.

DISCUSSION:

Staff determined that encouraging the redevelopment/improvement of the PIR property will result in significant economic and other public purpose benefits to the City and its residents by:

- Causing the construction of water and sewer infrastructure improvements,
- Facilitating the development of the PIR property in a manner consistent with the City's General Plan,

- Transitioning the PIR property to a new zoning district suited to a major sports and entertainment venue like PIR,
- Increasing tax revenues to the City arising from or relating to the development of the PIR property,
- Retaining a strong economic engine within Avondale,
- Enhancing cooperation between Avondale and PIR to improve the likelihood of other race-themed venues will locate within Avondale,
- Facilitating the development of the PIR property in accordance with an expansion development plan and the ultimate development plan estimated to cost over \$100 million,
- Providing additional land for locating the City's utility infrastructure,
- Improving public safety operations during major events on the property, and
- Facilitating a long-term presence of PIR corporate offices in Avondale.

General Plan and Rezoning

The PIR property currently has a mixed land-use designation of Employment and Rural Low Density Residential under the City's existing General Plan. Staff has reviewed these designations as a part of the General Plan 2030 update and the Estrella Foothills Specific Area Plan development process and will be recommending amending the designation to "Sports and Entertainment". The General Plan 2030 is scheduled for voter authorization in the fall of 2012 following public hearings before the Planning Commission and the City Council. Rezoning the property must be consistent with the 2002 General Plan (current). Prior to adoption of the General Plan 2030, the City and PIR agree that in order to be consistent, the current 2002 General Plan must be amended to eliminate the Rural Low Density designation. PIR understands that this will require a major General Plan Amendment.

The property is currently zoned Industrial (A-1) and Agricultural (AG). Staff has been working with PIR to prepare a text amendment to the Zoning Code to create a new zoning category "Major Sports and Entertainment District to more adequately address the unique zoning aspects of a large-scale sports venue such as PIR. Staff will bring this text amendment forward to Council for approval in December 2010. Should Council approve the amendment, PIR intends to submit applications requesting a Major General Plan Amendment to Sports and Entertainment and to rezone the property Major Sports and Entertainment District in early 2011. The agreement stipulates that PIR may initiate their proposed Phase I improvements with their current zoning as long as the number of grandstand seats do not exceed 79,000.

Infrastructure Improvements - City Obligation

The City agrees to extend water and sanitary sewer services to PIR at an estimated cost of between \$7 and \$8 million. The Capital Improvement Program Water Fund budget approximately \$2.4 million to construct a 16-inch water line from the existing 24-inch line located in Avondale Blvd south of Lower Buckeye Road to the Gila River/PIR. This line will also connect with the existing Rigby Water Company lines allowing the closure of the existing poor quality wells serving this community. This work is conceptually estimated to cost between \$3.5 million and \$4 million. Additional funds above the budgeted amount may be obtained from the Water Operating Budget fund balance.

Sanitary sewer services will be provided through the construction of a lift station on property to be dedicated to the City by PIR and installation of two different sized force mains that will tie into the City's sewer trunk line at Avondale Boulevard and Rosier Street alignment. Details of the design have not been developed at this time but staff conceptual believes there will have to be two (2) different sized pumps, one to handle day to day low flows and smaller events and a larger one to manage significant events. This work is conceptually estimated to cost \$3.5 to \$ 4 million. It is not currently budgeted in the Capital Improvement Program. Staff recommends funding be obtained from the Sewer Operating fund balance.

Infrastructure Improvements - PIR Obligation

PIR agrees to construct \$15 million in facility improvements including refurbishment of the race track and construction of a state of the art media center or other improvements of equal value. PIR also understands its obligation to pay all applicable City transaction privilege taxes related to new construction, pay all required development impact, plan review and permit fees and dedicate property for City infrastructure. PIR agrees to maintain its corporate offices in Avondale unless circumstances dictate they relocate. Should this occur, PIR agrees to meet with the City prior to any binding relocation commitment and will provide an opportunity for the City to locate comparable Class A office space within our corporate limits. PIR has also agreed to work with staff regarding the provision of public safety services and to that end, enter into a separate agreement detailing the terms of the service provided and cost reimbursement to the city.

Schedule

The agreement establishes a completion date of November 2012 for both off-site city infrastructure and on-site PIR facility improvements. Discussions are still in progress regarding relief for either party should funding availability become an issue.

BUDGETARY IMPACT:

Funding for the water portion of the City's obligation will come from the Capital Improvement Program, Water Fund and the Water Operating Budget fund balance.

Funding for the Sewer portion of the City's obligation will come from the Sewer Operating Budget fund balance.

RECOMMENDATION:

Staff recommends the City Council approve a development agreement between the City of Avondale and Phoenix International Raceway regarding facility improvements and extension of public utilities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Development Agreement](#)

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into _____, 2010 (the “Effective Date”), by and between the City of Avondale, an Arizona municipal corporation (the “City”) acting by and through the Mayor and City Council (the “Council”) and Phoenix Speedway Corp., a Delaware corporation d/b/a Phoenix International Raceway (“PIR”). The City and PIR are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

A. ARIZ. REV. STAT. § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the development of such property and related matters.

B. PIR owns and operates the professional racing facility known as Phoenix International Raceway on approximately 600 acres of real property located at the intersection of Avondale Boulevard and Indian Springs Road, as more particularly described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and incorporated herein by reference (the “PIR Property”).

C. The City and PIR desire to enter into this Agreement to (i) set forth their understanding as to each Party’s responsibility for certain actions and infrastructure improvements related to Phoenix International Raceway and/or the PIR Property and (ii) establish expectations for future cooperation between the City and PIR with respect to businesses to be attracted to Avondale, including the PIR Property and the area included within the Avondale City Center Specific Plan (the “City Center”).

D. The City has determined that encouraging redevelopment/improvement of the PIR Property pursuant to this Agreement will result in significant economic and other public purpose benefits to the City and its residents by, among other things (i) causing the construction of certain public improvements, (ii) facilitating the development of the PIR Property in a manner consistent with the City’s General Plan, (iii) transitioning the PIR Property to a new zoning district suited to a major sports and entertainment venue like PIR, (iv) increasing tax revenues to the City arising from or relating to the development of the PIR Property, (v) retaining a strong economic engine within Avondale, (vi) enhancing cooperation between the Parties to improve the likelihood that other race-themed venues will locate within Avondale, particularly within the City Center, (vii) facilitating the development of the PIR Property in accordance with the Expansion Development Plan (as defined herein) and the Ultimate Development Plan (as defined

herein), the combined capital investment of which is estimated by PIR to cost over \$100,000,000.00, (viii) providing additional land for locating the City's utility infrastructure, (ix) improving public safety operations during major events on the PIR Property and (x) facilitating a long-term presence of the PIR corporate offices in Avondale.

E. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the proper municipal zoning designation and development of the PIR Property by providing for, among other things, conditions, terms, restrictions and requirements related to infrastructure improvements and other matters with respect to the expanded development of the PIR Property. The terms of this Agreement shall constitute covenants running with the PIR Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Term and Effective Date. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until December 31, 2020 after which time this Agreement shall automatically terminate without the necessity of any notice, agreement or recording by or between the Parties (the "Initial Term") unless extended pursuant to this Section 1. If, in the year prior to the expiration date of the Initial Term, PIR is hosting or is scheduled to host at least one (1) NASCAR-sanctioned event and PIR has satisfied its capital expenditure obligations under Section 3.2 of this Agreement, then the Term of this Agreement shall be automatically extended for an additional ten (10) years without any further action by either PIR or the City.

2. Development of PIR Property.

2.1. General Plan and Rezoning.

A. General Plan. The PIR Property currently has a mixed land-use designation of "Employment" and "Rural Low Density Residential" under the City's existing General Plan (the "2002 General Plan"). City staff is in the process of receiving technical review and public comments on a revised General Plan (commonly referred to as "Avondale 2030" but referred to herein as the "2012 General Plan") that will be submitted to the Avondale voters for ratification after public hearings and review and consideration by the City's Planning and Zoning Commission and the Council according to ARIZ. REV. STAT. § 9-461.06(K); the 2012 General Plan is anticipated to be approved by the Council in sufficient time to be ratified by the Avondale voters in September/November of 2012. Under the 2012 General Plan, the proposed land-use designation for the PIR Property is recommended to be amended to "Sports and Entertainment." Any rezoning of the PIR Property must be consistent with the 2002 General Plan, as required by ARIZ. REV. STAT. § 9-461.02(F), as amended (the

“Consistency Requirements”). Prior to adoption of the 2012 General Plan, the City and PIR agree and understand that in order to meet the Consistency Requirements, certain interim amendments to the 2002 General Plan would be required to eliminate the inconsistency between the existing use of the portion of the PIR Property designated “Rural Low Density Residential” and any zoning category suitable for a large-scale sports venue (the “Interim Amendments”). PIR agrees and understands that the Interim Amendments will require a major amendment to the 2002 General Plan, which major amendment may, pursuant to State Law, be considered only once each year (the City has designated August for such amendments). If PIR requests that the PIR Property be rezoned prior to the time that the 2012 General Plan is ratified by the voters, the City staff shall process such Interim Amendments as necessary to ensure that rezoning of the PIR Property would meet the Consistency Requirements, and if deemed appropriate by the Council acting in its sole, legislative discretion, shall approve the Interim Amendments.

B. Development Plans and Zoning. The current zoning designation for the PIR Property is a combination of Industrial (A-1) and Agricultural (AG). PIR intends to make facility improvements commencing in 2011, as described and depicted on Exhibit C (the “Expansion Development Plan”). The parties agree that the Expansion Development Plan may be undertaken by PIR subject only to the submittal of a site plan and without the necessity of additional entitlements. Provided that (1) the capacity of the racetrack seating does not exceed 79,000 seats and (2) no new uses are established on the PIR Property, the City agrees that no traffic studies or roadway infrastructure expansion will be required. PIR’s ultimate expansion plans are depicted in Exhibit D (the “Ultimate Development Plan”). To implement the Ultimate Development Plan, City staff is working and will continue to work with PIR representatives towards drafting a new zoning category, “Major Sports and Entertainment District” to more adequately address the unique zoning aspects of a large-scale sports venue like Phoenix International Raceway and in conformance with the Ultimate Development Plan. When requested by PIR or on the City’s own initiative, and in the event the City Council determines, in its sole, legislative discretion that it is in the best interests of the City, the PIR Property shall be rezoned to Major Sports and Entertainment District (the “Rezoning”). Such Rezoning shall be completed in accordance with Section 4.1 (B) below.

C. Ultimate Development Plan. At such time as the City satisfies all of its obligations pursuant to Section 3.1 of this Agreement and upon completion of the obligations of PIR under Section 3.2 of this Agreement, PIR shall, subject to market conditions and other approvals as PIR deems necessary in its sole discretion, commence development of the PIR Property in accordance with the Ultimate Development Plan, which at this time is estimated to represent an additional capital investment in the PIR Property of approximately \$85,000,000.00. Development of the PIR Property in accordance with the Ultimate Development Plan will create a state of the art racing facility that will draw spectators from around the country and allow PIR to maintain or potentially enhance its current schedule of NASCAR sanctioned events. Although not a requirement, the Ultimate Development Plan may be developed in multiple phases over the Term of this Agreement. The time frames and physical boundaries for each of the phases, and development of the PIR Property in accordance with the Ultimate

Development Plan, are approximate and contingent upon market conditions, board approval and matters beyond the control of PIR.

2.2 Approvals. Upon adoption of the Rezoning, and provided that PIR is not in breach, for the duration of this Agreement, the City shall be restricted from changing, restricting or limiting the rights of PIR or its successors and assigns to develop the PIR Property in accordance with this Agreement, the Expansion Development Plan, and the Ultimate Development Plan and/or from changing, restricting or limiting the PIR Property's permitted uses, densities and intensities of uses, locations of uses, and other similar standards of design applicable to the PIR Property without the consent of PIR; provided, however, that compliance with the applicable existing Rules and Regulations or permissible amendments thereto referred to herein shall in all events be required. After adoption of the Rezoning, the City shall grant and issue all subsequent administrative approvals necessary to allow PIR to implement the Expansion Development Plan and develop the PIR Property in accordance with the Expansion Development Plan and this Agreement, subject to the City's reasonable and customary review and approvals of plats, site plans and specifications, permits and other similar items in accordance with the Rules and Regulations and payment of all required review, permit and development impact fees. The City will process all zoning, plat, site plan and building applications within a reasonable time as agreed upon by both Parties. Upon prior written approval by PIR, outside consultants may be utilized in order to expedite the performance of plat, site plan and building plan review or other plan review services as deemed reasonably necessary by the City, the cost of which shall be the sole responsibility of PIR. The City shall waive any costs not approved in advance by PIR.

2.3 Additional Property. The City and PIR acknowledge that during the Term of this Agreement, PIR may acquire additional property adjacent to or within a one (1) mile radius of the existing PIR Property to be used in connection with the uses on the PIR Property. Upon the request of PIR and the submission of a development plan for the additional property hereafter referenced, the City hereby agrees to consider and, if in the best interest of the City as determined by the City and in accordance with typically applicable notice and public hearing requirements, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the PIR Property (the "Additional PIR Property") if and when PIR acquires such Additional PIR Property. The City and PIR agree that if PIR elects to request from City the incorporation of such Additional PIR Property or portions thereof and if the City consents: (A) thereafter, such Additional PIR Property shall be included in the PIR Property and shall be subject to and shall benefit from all provisions of this Agreement applicable thereto and any reference herein to the PIR Property shall include such Additional PIR Property; and (B) the City and PIR shall cooperate in order for the Additional PIR Property to receive the necessary land use approvals, including any necessary amendment to the underlying zoning required to approve the amended Expansion Development Plan.

2.4 Applicable Rules and Regulations. For purposes of this Agreement, the term "Rules and Regulations," shall mean the ordinances, rules, regulations, permit requirements and other official policies of the City in existence on the Effective Date of this Agreement except as those items may be modified by this Agreement. Except as otherwise expressly provided to the contrary in this Agreement, the City shall not impose or enact any additional Rules and Regulations applicable to or governing the development of the PIR Property for the Term of this Agreement.

2.5 Permissible Additions to the Rules and Regulations. Notwithstanding the provisions of Sections 2.2 and 2.4 above, the City may enact the following provisions and take the following actions which shall be allowable additions to the Rules and Regulations and shall be binding on the development of the PIR Property:

A. State, County or Federal Requirements. Rules and Regulations of the City enacted as reasonably necessary to comply with requirements imposed on the City by the State, County or Federal government, provided, that in the event such requirement prevents or precludes compliance with this Agreement, such effective provisions of this Agreement shall be modified, if legally possible, as may be necessary to achieve the minimum permissible compliance with such requirements.

B. Public Health and Safety. Rules and Regulations enacted by the City that are reasonably necessary to alleviate threats to public health and safety, in which event any such remedial or corrective enactments shall be rationally related to the alleviation of such threats and may be imposed only after allowing for public comment at an open meeting and shall not, in any event, be imposed unreasonably or arbitrarily.

C. Building Codes and Standards. Future updates of, and amendments to: (1) building, construction, plumbing, mechanical, electrical, drainage and similar construction and safety-related codes, such as the recognized construction, safety organization or by the county, state or federal government or by the Central or Maricopa Association of Governments; (2) the City's amendments to the adopted codes set forth in Subsection 2.5(C)(1); and (3) the Avondale General Engineering Requirements and Avondale Supplement to the MAG Specifications and Standard Details; provided that such building or safety code updates and amendments have been duly adopted by the appropriate publishing agency and are reasonably applied and, unless mandated by superior legal authority, shall not apply to any structures for which a permit has already been issued.

3. Infrastructure Improvements.

3.1 City Obligations.

A. Water Improvements. The City has budgeted \$800,000 in the approved Fiscal Year 2010-2011 Capital Improvement Program ("CIP") and \$1.6 Million is committed in the proposed 2011-2012 CIP, which was approved by Council on July 5, 2010, to extend a water line in Avondale Boulevard (or at such other location as determined by the City, in its sole discretion, after consultation with PIR) to provide water service to the PIR Property (the "Avondale Boulevard Water Line"). Subject to PIR's obligations set forth in Subsection 3.2 below, the City agrees to design and install said Avondale Boulevard Water Line within public rights-of-way by November 1, 2012 and in the event that the costs exceed the CIP budget, the City will not be relieved of its obligation to complete the water improvements under this Subsection 3.1(A); provided, however, that if the Avondale Boulevard Water Line costs exceed the allocated CIP budget and the City is unable to fund such excess costs and complete construction of the

Avondale Boulevard Water Line by November 1, 2012, then upon the City's written notification to PIR, PIR shall have the option but not the obligation to contribute to such costs in an amount not to exceed \$1,200,000.00 (the "PIR Water Contribution"), which PIR Water Contribution shall be reimbursed to PIR in accordance with Subsection 5.2 below. If PIR does not elect to make the PIR Water Contribution and the City's construction of the Avondale Boulevard Water Line is delayed as a result of the budget shortfall or if PIR does elect to make the PIR Water Contribution but construction cannot reasonably be completed on the timeline provided, then the City and PIR agree that the date or dates for performance of the obligations of PIR contained in Section 3.2 shall be delayed for a time period equal to the delay in performance of the obligations contained in this Section 3.1(A) (the "Performance Extension"). The design and location of the Avondale Boulevard Water Line shall be at the City's discretion, after consultation with PIR, and as necessary to provide sufficient water service to at a minimum meet the required water flow demands as provided in the Water Supply and Wastewater Services Conceptual Plan Report, prepared by HNTB, subject to the modification by and approval of the City's Public Works Director (the "Report"). The City will own and operate the Avondale Boulevard Water Line within the public right-of-way, which line will be stubbed out to the private property line of the PIR Property at the locations determined by both parties, working together in good faith. PIR specifically agrees and understands that the City's water improvements, as set forth in this Subsection 3.1(A), shall not include a reservoir for potable water storage, which reservoir, if any, shall be constructed, owned and operated by PIR at its sole cost and expense.

B. Wastewater Improvements. The City will budget sufficient funds in Fiscal Years 2011/2012 and 2012/2013 to design and construct a wastewater lift station (which shall include a sewer force main) that will provide sufficient sewer utility service to meet the minimum flow requirements as detailed in the Report and to be located at an appropriate site on the PIR Property (the "Lift Station") as detailed in Section 3.2(C) below. The City will, subject to PIR's obligations set forth in Subsections 3.2 below, design and construct the Lift Station and related force mains by November 1, 2012. The design of the Lift Station shall be at the City's sole discretion, after considering and reasonably incorporating comments from PIR. PIR specifically agrees and understands that the City's wastewater improvements, as set forth in this Subsection 3.1(B), shall not include a reservoir for wastewater storage for peak events, which reservoir, if any, shall be constructed, owned and operated by PIR at its sole cost and expense.

C. Infrastructure Completion Schedule. The Avondale Boulevard Water Line and the Lift Station are collectively referred to herein as the "Public Infrastructure." The City will commit to anticipated delivery dates for the Public Infrastructure by January 1, 2011. Once the City has provided PIR with anticipated delivery dates for the Public Infrastructure, PIR shall have the option, but not the obligation, to complete all or a portion of the Public Infrastructure and to receive reimbursement from the City for such costs in accordance with Section 5 of this Agreement. PIR shall provide written notice of its decision within ninety (90) days of receipt of the anticipated delivery date schedule from City.

D. 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 PIR 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, and is unable to meet its obligations under this Section 3.1, then City shall be considered in default of this Agreement in which event PIR shall be relieved of any contingent and subsequent financial obligation under this Agreement and shall be permitted to exercise any remedy available pursuant to the terms of this Agreement, the law and equity.

3.2 PIR Obligations.

A. Improvements to PIR Property. In consideration of the City's performance of its obligations under this Agreement, PIR, by November 1, 2012 and subject to the Performance Extension, will commit a minimum of \$15,000,000 towards improving the PIR Property in accordance with the Expansion Development Plan (the "Capital Expenditures"). PIR shall make such Capital Expenditures in the manner (type of improvement, size, expected benefit to fans in attendance) and at the times (phases anticipated, date of opening to the public for each phase) to accommodate the Expansion Development Plan (the "PIR Improvements") and as required in the Report, as amended from time to time. PIR shall work cooperatively with the City staff to ensure that proposed facilities are designed and constructed in accordance with applicable State, County and City codes, ordinances, regulations and requirements. Although not a requirement, PIR may develop the PIR Property with the Capital Expenditures in multiple phases. If the PIR Property is developed in phases, one or more of the phases or a portion of those phases may be undertaken contemporaneously. The physical boundaries of the phases (not the exterior physical boundaries of the PIR Property) may be adjusted administratively, as mutually agreed by PIR and City and in accordance with the Rezoning.

B. Transaction Privilege Tax on Construction Activities. PIR agrees and understands that it is obligated to pay all applicable City transaction privilege taxes related to new construction activities ("Construction Sales Tax").

C. Real Property Dedication. PIR shall dedicate to the City up to a one (1) acre parcel(s) of real property generally located at near the intersection of El Mirage and Indian Springs Roads, for use by the City in constructing the Lift Station(s), at such time as the City has notified PIR in writing that it (1) has the necessary funds to construct the Lift Station and (2) will commence design within sixty (60) days of such notice. The fair market value of the real property dedicated for the Lift Station shall be mutually agreed upon by City and PIR at the time of dedication and said value will establish the development impact fee credit, if any, owed to PIR under Section 5.

D. Operation of Improvements. The City shall be responsible for all maintenance and operation of the Public Improvements. PIR shall be solely responsible for constructing, operating and maintaining all infrastructure located on the PIR Property including, but not limited to, any on-site reservoirs and booster pumps.

E. Existing Well. PIR agrees to use the following wells, Arizona Department of Water Resources (“ADWR”) Registration Nos.582986 and 611893, located on the PIR Property in the locations depicted in Exhibit E attached hereto and incorporated by reference (the “Wells”), solely for non-potable water purposes (such as irrigation and dust control) for the PIR Property.

F. PIR Corporate Offices. PIR agrees to maintain its corporate offices within the corporate limits of the City during the term of this Agreement, subject only to the limitations set forth in this Subsection 3.2(F). In the event that PIR determines, in good faith, that it cannot either (1) maintain its offices at its current location (125 S. Avondale Boulevard) or (2) relocate its offices to another comparable Class A office space within the City limits, PIR shall meet with the City prior to any binding relocation commitment to office space outside the corporate limits of the City in order to identify potential opportunities for relocation to comparable Class A Office Space within the corporate limits of the City. PIR shall consider such options presented by the City in good faith and use reasonable consideration in deciding whether to relocate outside the City’s corporate limits; provided, however, that in no event shall PIR locate its corporate offices within 13 miles of its current location.

G. Public Safety Services. PIR acknowledges that there is a significant annual cost to the City to provide public safety services to the PIR Property during major race events. As such, the parties agree to work together in good faith to determine a public safety services plan that provides adequate public safety while being cost effective. Such public services plan shall be memorialized in a separate written agreement between the parties and shall be executed prior to the first NASCAR event weekend at the PIR Property in 2011. Such public safety services plan shall include the provision of necessary space and available services such as water and electricity to be used by the City public safety personnel and equipment, and reimbursement to the City for the City’s reasonable costs of providing the services.

H. Joint Economic Development Efforts. PIR agrees that, upon the City’s request, not more than four (4) times per year, PIR shall use good faith efforts to co-host economic development events at the PIR Property; provided, however, that any such request shall (1) be subject to availability of space at the PIR Property for the event and (2) not be granted for any time period during which NASCAR events are being held at the PIR Property.

4. PIR Property Land Use.

4.1 General Plan Amendments and Rezoning.

A. General Plan Amendments. PIR shall fully cooperate to the extent necessary with the City staff in the completion and implementation of the Interim Amendments and the 2012 General Plan to ensure that the land-use designation for the PIR Property is consistent with the uses thereon.

B. Rezoning. So long as the Council (1) adopts the ordinance creating the Major Sports and Entertainment District (the “MSED Ordinance”) as described in Subsection 2.1 above prior to December 31, 2010 and (2) initiates the Interim Amendments prior to January 31, 2011, PIR shall initiate the Rezoning of the PIR Property to the Major Sports and Entertainment District not later than 60 days after the effective date of the MSED Ordinance.

C. Waiver of Claims. Whether initiated by the City or requested by PIR, prior to adoption of both the Interim Amendments and the Rezoning for the PIR Property, PIR shall execute a Waiver of Claims Pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.*, substantially in the form attached hereto as Exhibit F, and incorporated herein by reference.

4.2 PIR Affiliated Businesses and Attractions. PIR shall use good faith efforts to work with the City toward developing a cooperative marketing and promotional relationship to promote tourism to Avondale and the NASCAR events at PIR.

5. Development Impact Fees and Payback Improvements.

5.1 Payment of Development Fees. At building permit issuance, PIR shall pay all development fees assessed by the City under ARIZ. REV. STAT. § 9-463.05 (“Development Fees”) owing with respect to new development on the PIR Property. Some of the Public Infrastructure or real property that PIR has agreed to install or otherwise provide pursuant to this Agreement are or may be included within the improvements to be funded by various Development Fees. City agrees that, in accordance with the provisions of ARIZ. REV. STAT. § 9-463.05, PIR shall receive a dollar-for-dollar credit against the Development Fees for the cost of all Public Infrastructure that it constructs or has constructed for which a Development Fee is assessed and for the appraised fair market value of land acquired and dedicated for public facilities for which a Development Fee is assessed.

5.2 Payback Improvements. If PIR elects under Subsection 3.1(C) of this Agreement to design and/or construct all or any portion of the Public Infrastructure (a “Payback Improvement”), the City agrees to reimburse PIR for all costs expended by PIR in such design and construction through a separate payback agreement between the City and PIR (the “Payback Agreement”). City may elect to reimburse PIR in full for the Payback Improvement upon dedication by PIR and acceptance by City of the Public Infrastructure. If City cannot pay for the Payback Improvement at the time of acceptance, then such reimbursement shall be provided through the Payback Agreement. The amount to be reimbursed through the Payback Agreement shall include all design, engineering, financing and construction costs, up to a maximum of the original cost of the Payback Improvement incurred by PIR in the design and construction of the Payback

Improvement, but will not include the fair market value of any PIR Property dedicated by PIR on which any of the Payback Improvements are constructed.

6. Default; Remedies; Termination.

6.1 Default. Failure or unreasonable delay by PIR or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 45 days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within five days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for damages.

6.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves and the cure period for the breach has expired, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by PIR and the City. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the City and PIR shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years of experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation shall be divided equally between the City and PIR. The results of the mediation shall be non-binding on the Parties, and any Party shall be free to initiate litigation. This Section 6.2 shall not apply to any legal rights of PIR that must be exercised within a certain number of days that is less than 45.

6.3 No Personal Liability.

A. City to PIR. No member, official, employee, or agent of the City shall be personally liable to PIR, or any successor or assignee (1) in the event of any default or breach by the City or (2) pursuant to any obligation of the City under the terms of this Agreement.

B. PIR to City. No member, official, employee, or agent of PIR shall be personally liable to the City (1) in the event of any default or breach by PIR, (2) for any amount that may become due to the City or (3) pursuant to any obligation of PIR under the terms of this Agreement.

7. General Provisions.

7.1 Cooperation. The City and PIR hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

7.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

7.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

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

If to the City: City of Avondale
11465 W. Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to PIR: Phoenix Speedway Corp.
125 S. Avondale Boulevard, Suite 200
Avondale, Arizona 85323
Facsimile: _____
Attn: Bryan Sperber

With a copy to: Legal Department
One Daytona Boulevard
Daytona Beach, Florida 32114
Facsimile: (386) 681-6884
Attn: General Counsel

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when confirmed received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.5 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

7.6 Successors and Assigns. The rights established under this Agreement and the Expansion Development Plan are not personal rights but attach to and run with the PIR Property. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to ARIZ. REV. STAT. § 9-500.05(D). Upon PIR's transfer of the PIR Property, or any portion thereof, the transferee(s) shall automatically become the owner hereunder and the City shall release all prior owner(s) from the obligations of this Agreement that are to be performed in that portion of the PIR Property that has been transferred. This Agreement may be assigned by PIR to any successor in interest to the PIR Property (or any portion thereof) without the consent of City, provided that PIR provides the City with written notice of such assignment and the identity of the assignee within fifteen (15) days of such assignment.

7.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

7.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its reasonable costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

7.9 Limited Severability. The City and PIR each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

7.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

7.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

7.12 Recordation of Agreement. This Agreement shall be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by the City.

7.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between PIR and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

7.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

7.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

7.16 City Services. Upon completion of the Public Infrastructure, the City shall provide and maintain all City services to the PIR Property to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

7.17 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

7.18 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

7.19 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

7.20 Amendment. No amendments are to be made to this Agreement except by written document executed by City and PIR. Within ten (10) days after the execution of the amendment by both parties, the amendment shall be recorded by the City with the Maricopa County Recorder, Maricopa County, Arizona. From time to time, PIR may apply to amend the Expansion Development Plan or the Ultimate Development Plan in accordance with the Rezoning and Major Sports and Entertainment District. Said amendments that are administratively approved under the Rezoning and Major Sports and Entertainment District may be approved without requiring or constituting amendment to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

“PIR”

PHOENIX SPEEDWAY CORP.,
a Delaware corporation

By: _____

Name: _____

Title: _____

“City”

CITY OF AVONDALE, an Arizona municipal
corporation

By: _____

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on _____, 2010,
by _____, who acknowledged that he signed the foregoing instrument as _____
_____ on behalf of PHOENIX SPEEDWAY CORP.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on _____, 2010,
by Charles P. McClendon, City Manager of the CITY OF AVONDALE, who acknowledged that
he signed the foregoing instrument on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My commission expires:

EXHIBIT A
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.

[PIR Property Legal Description]

See following pages.

EXHIBIT “A”

LEGAL DESCRIPTIONS

Index of Legal Descriptions

- 1) APN 400-01-001C, 400-01-180 and 400-01-181 (299.5 Acres)
- 2) APN 400-01-169 (121.1 Acres)
- 3) APN 400-01-008E (36.7 Acres)
- 4) APN 400-01-008H (38.7 Acres)
- 5) APN 400-01-008G (40.0 Acres)
- 6) APN 400-01-008D (35.2 Acres)
- 7) APN 400-01-009M, 400-01-009N and 400-01-009P (17.5 Acres)

Legal Description 1

(APN 400-01-001C, 400-01-180 and 400-01-181)

Lots 1, 2, 3, 4 and 5 and the Southwest quarter of the Northeast quarter and the South half of the Northwest quarter of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Including all rights to the Type 2 Non-Irrigation Grandfathered Rights as evidenced by Certificate of Grandfathered Groundwater Right, Certificate No. 58-101898.0002, granted June 4, 1997, in the Phoenix Active Management Area for 10 acre-feet of groundwater annually from January 1 through December 31 for non-irrigation purposes.

Also including all rights to appropriate 4.27 acre-feet per annum of public waters of the State of Arizona from the Gila River, within the Gila River watershed, as evidenced by Permit to Appropriate Public Water of the State of Arizona Permit No. 33-96397.0000, dated April 18, 1997.

Legal Description 2

(APN 400-01-169)

The South Half of Government Lots 1 and 2, and the South Half of the Northeast Quarter (S2NE) of Section 2, Township 1 South, Range 1 West, Gila and Salt River Meridian.

Legal Description 3

(APN 400-01-008E)

PARCEL NO. 1:

Lot 3 of Section 2, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian.

EXCEPTING from Parcel No. 1 the following described property:

All of that portion of Lot. 3 Section 2, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona found to lie in a strip of land 80 feet in width, lying 40 feet on each side of a center line located in Section 4, 3, 2 and 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as:

BEGINNING at a point on the Gila and Salt River Baseline that lies North 89 degrees 46 minutes 26 seconds West (assumed bearing), 40 feet from the North quarter corner of said Section 4;

thence South 0 degrees 00 minutes 54 seconds East, 736.49 feet along a line that is 40 feet West of (measured at right angles) and parallel with the North-South mid-section line of said Section 4 to the Westerly prolongation of the North line of Lot 10 and Lot 9;

thence North 89 degrees 52 minutes 43 seconds East, 2973.34 feet along the Westerly prolongation of the North line of Lot 10 and Lot 9, the North line of Lot 10 and Lot 9 and along the Easterly prolongation of the North line of Lot 10 and Lot 9 to angle point No. 1;

thence North 89 degrees 13 minutes 34 seconds East, 4101.35 feet to angle point No. 2;

thence South 89 degrees 35 minutes 14 seconds East, 6752.47 feet to the beginning of a curve concave North-Northwesterly having a radius of 2291.83 feet and a central angle of 30 degrees 11 minutes 48 seconds;

thence in an Easterly to Northeasterly direction 1207.87 feet along said curve to the beginning of a tangent;

thence North 60 degrees 12 minutes 58 seconds East, 309.03 feet to the beginning of a curve concave Southeasterly having a radius of 1145.92 feet and a central angle of 30 degrees 15 minutes 02 seconds;

thence in a Northeasterly to Easterly direction, 605.01 feet along said curve to its Easterly end which is also the terminus of this description and from which point the Northeast corner of said Section 1 bears North 0 degrees 28 minutes 00 seconds East, 35.79 feet and South 89 degrees 32 minutes 00 seconds East, 2677.43 feet.

Legal Description 4

(APN 400-01-008H)

PARCEL NO. 2:

Lot 4, Section 2, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian;

EXCEPT the Southwest half of the West half of the South 10 chains of the West 10 chains thereof.

EXCEPTING from Parcel No. 2 the following described property:

All of that portion of Lot 4, Section 2, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona found to lie in a strip of land 80 feet in width, lying 40 feet on each side of a center line located in Section 4, 3, 2 and 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as:

BEGINNING at a point on the Gila and Salt River Baseline that lies North 89 degrees 46 minutes 26 seconds West (assumed bearing), 40 feet from the North quarter corner of said Section 4;

thence South 0 degrees 00 minutes 54 seconds East, 736.49 feet along a line that is 40 feet West of (measured at right angles) and parallel with the North-South mid-section line of said Section 4 to the Westerly prolongation of the North line of Lot 10 and Lot 9;

thence North 89 degrees 52 minutes 43 seconds East, 2973.34 feet along the Westerly prolongation of the North line of Lot 10 and Lot 9, the North line of Lot 10 and Lot 9 and along the Easterly prolongation of the North line of Lot 10 and Lot 9 to angle point No. 1;

thence North 89 degrees 13 minutes 34 seconds East, 4101.35 feet to angle point No. 2;

thence South 89 degrees 35 minutes 14 seconds East, 6752.47 feet to the beginning of a curve concave North-Northwesterly having a radius of 2291.83 feet and a central angle of 30 degrees 11 minutes 48 seconds;

thence in an Easterly to Northeasterly direction 1207.87 feet along said curve to the beginning of a tangent;

thence North 60 degrees 12 minutes 58 seconds East, 309.03 feet to the beginning of a curve concave Southeasterly having a radius of 1145.92 feet and a central angle of 30 degrees 15 minutes 02 seconds;

thence in a Northeasterly to Easterly direction, 605.01 feet along said curve to its Easterly end which is also the terminus of this description and from which point the Northeast corner of said Section 1 bears North 0 degrees 28 minutes 00 seconds East, 35.79 feet and South 89 degrees 32 minutes 00 seconds East, 2677.43 feet.

Legal Description 5

(APN 400-01-008G)

PARCEL NO. 3:

The Southeast quarter of the Northwest quarter of Section 2, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian.

Legal Description 6

(APN 400-01-008D)

PARCEL NO. 4:

The Southwest half of the West half of the South 10 chains of the West 10 chains, of Lot 4, Section 2, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, and the Southwest quarter of the Northwest quarter, Section 2. Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian;

EXCEPT the South 660 feet of the West 330 feet thereof.

Legal Description 7

(APN 400-01-009M, 400-01-009N and 400-01-009P)

Parcel No. 1

A portion of G.L.O. Lot 1, Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Beginning at the Northwest corner of said G.L.O. Lot 1; Thence South 89 degrees 44 minutes 20 seconds East along the North line of said G.L.O. Lot 1, a distance of 30.00 feet to the TRUE POINT OF BEGINNING of the herein described parcel;

Thence continuing South 89 degrees 44 minutes 20 seconds East and along said North line, a distance of 300.27 feet to the Northeast corner of the West half of the North half of said G.L.O. Lot 1;

Thence South 0 degrees 01 minutes 42 seconds East along the East line of the West half of the West half of said North half, a distance of 624.10 feet to a point on the North right of way line of Indian Springs Road;

Thence South 89 degrees 16 minutes 45 seconds West along said North right of way line, distance of 300.32 feet;

Thence North 0 degrees 01 minutes 30 seconds West parallel to and 300.00 feet East of the West line of said G.L.O. Lot 1, a distance of 629.24 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2

A portion of the G.L.O. Lot 1, Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Beginning at the Northwest corner of said G.L.O. Lot 1;

Thence South 89 degrees 44 minutes 20 seconds East along the North line of said G.L.O. Lot 1, a distance of 330.27 feet to the Northeast corner of the West half of the West half of the North half of said G.L.O. Lot 1 and the TRUE POINT OF BEGINNING of the herein described parcel;

Thence continuing South 89 degrees 44 minutes 20 seconds East and along the North line of said G.L.O. Lot 1, a distance of 660.53 feet to the Northeast corner of the West half of the East half of the North half of said G.L.O. Lot 1;

Thence South 0 degrees 02 minutes 06 seconds East along the East line of the West half of the East half of said North half, a distance of 624.06 feet to a point on the North right of way line of Indian Springs Road;

Thence North 89 degrees 32 minutes 39 seconds West along said North right of way line, a distance of 549.79 feet; Thence South 89 degrees 16 minutes 45 seconds West and continuing along said North right of way line, a distance of 110.84 feet;

Thence North 0 degrees 01 minutes 42 seconds West along the East line of the West half of the West half of the North half of said G.L.O. Lot 1, a distance of 624.10 feet to the TRUE POINT OF BEGINNING.

Parcel No. 3

A portion of the G.L.O. Lot 1, Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Beginning at the Northwest corner of said G.L.O. Lot 1;

Thence South 89 degrees 44 minutes 20 seconds East along the North line of said G.L.O. Lot 1, a distance of 990.80 to the Northwest corner of the East half of the East half of the North half of said G.L.O. Lot 1, and the TRUE POINT OF BEIGNNING of the herein described parcel;

Thence continuing South 89 degrees 44 minutes 20 seconds East and along said North line, a distance of 330.27 feet to the Northeast corner of said G.L.O. Lot 1;

Thence South 0 degrees 02 minutes 19 seconds East along the East line of said G.L.O. Lot 1, a distance of 625.19 feet to a point on the North right of way line of Indian Spring road;

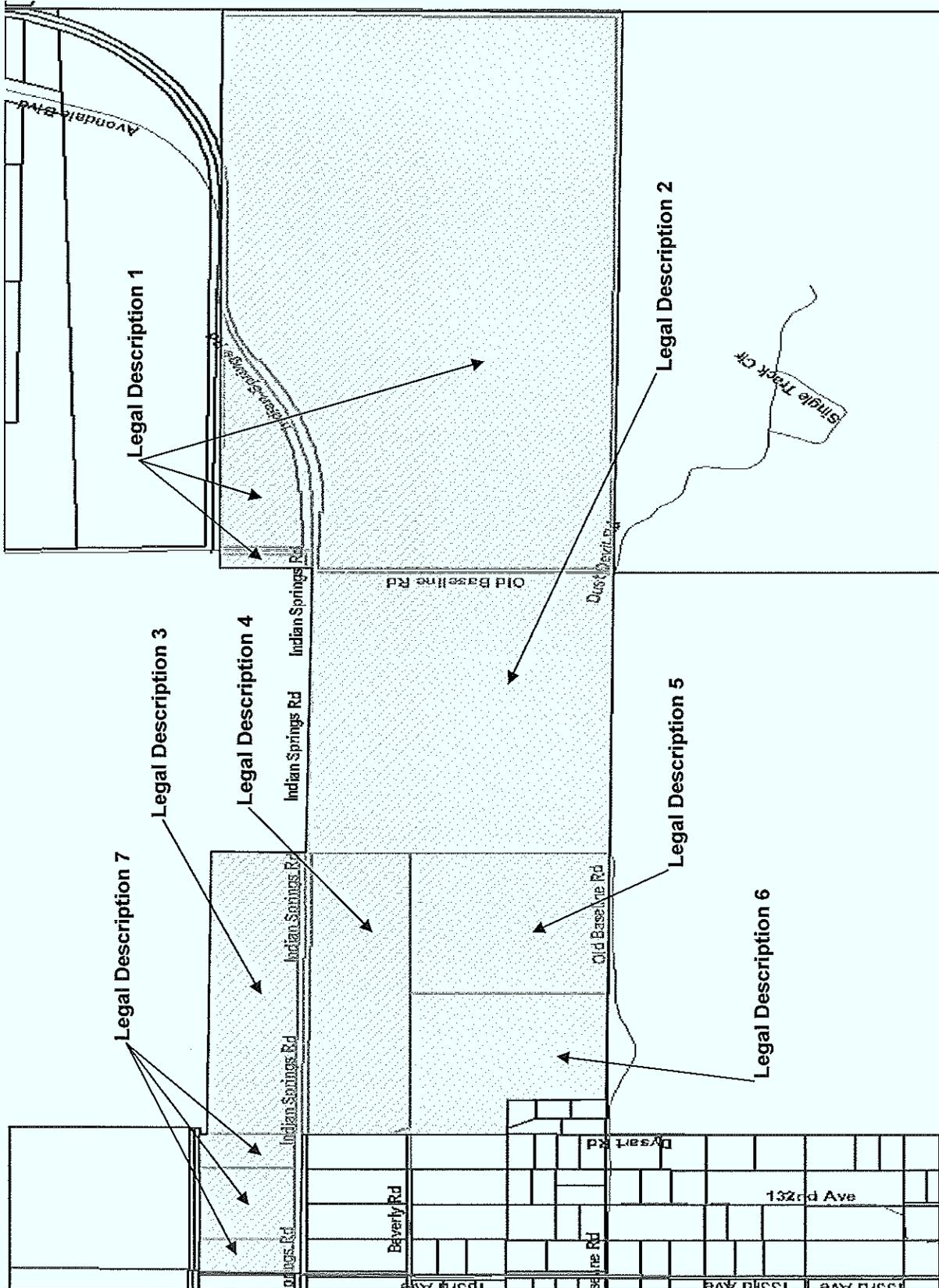
Thence North 89 degrees 32 minutes 39 seconds West along said North right of way line, a distance of 330.31 feet;

Thence North 0 degrees 02 minutes 06 seconds West along the West line of the East half of the East half of the North half of said G.L.O. Lot 1, a distance of 624.06 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.

[Map of PIR Property]

See following pages.



Legal Description 1

Legal Description 3

Legal Description 4

Legal Description 2

Legal Description 5

Legal Description 6

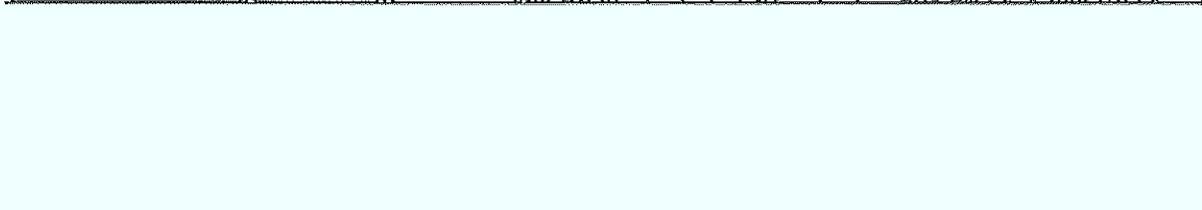
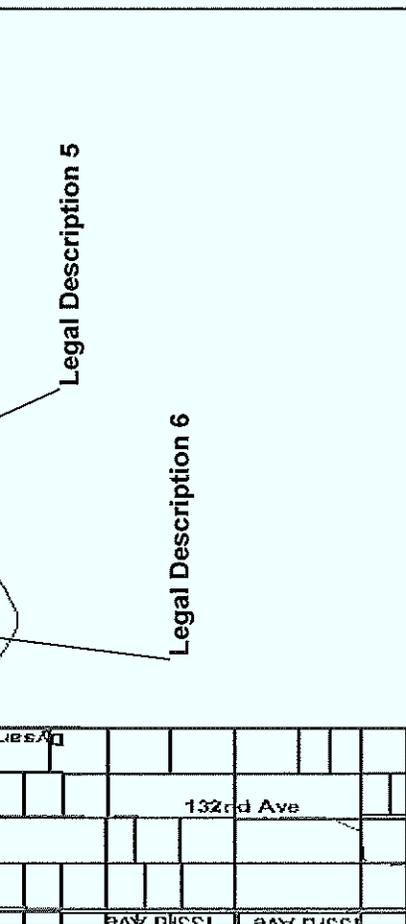
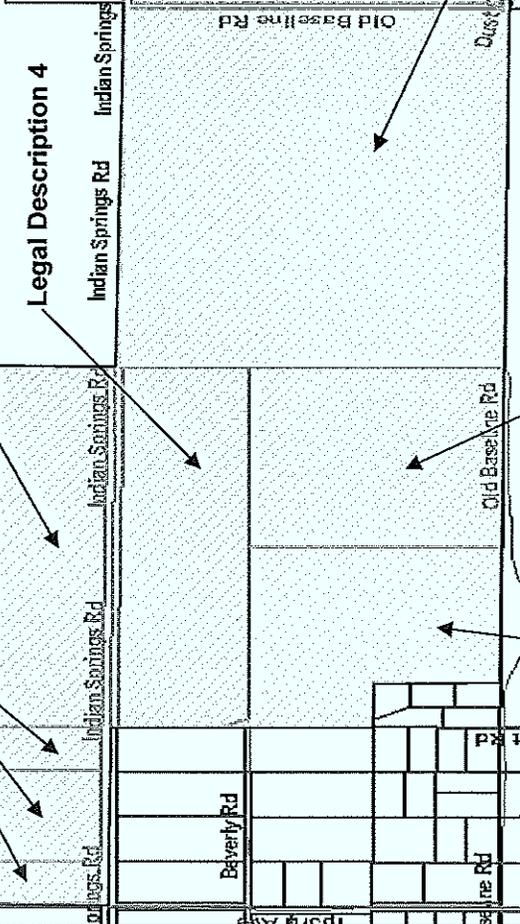
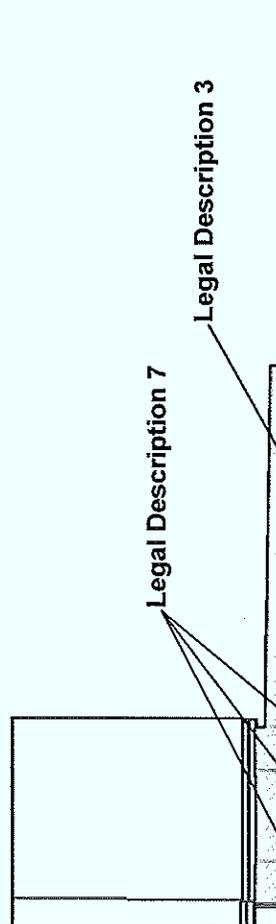
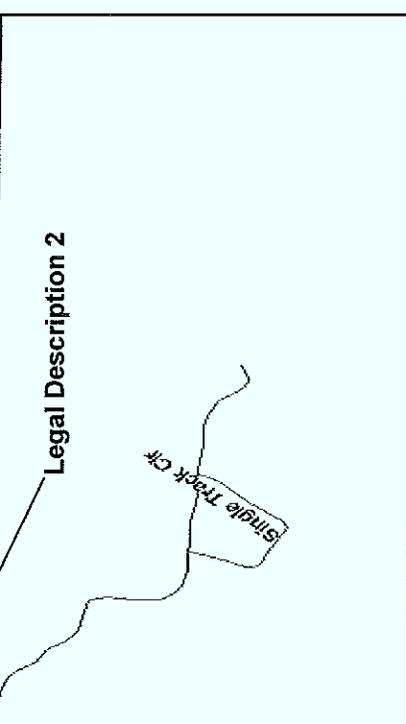
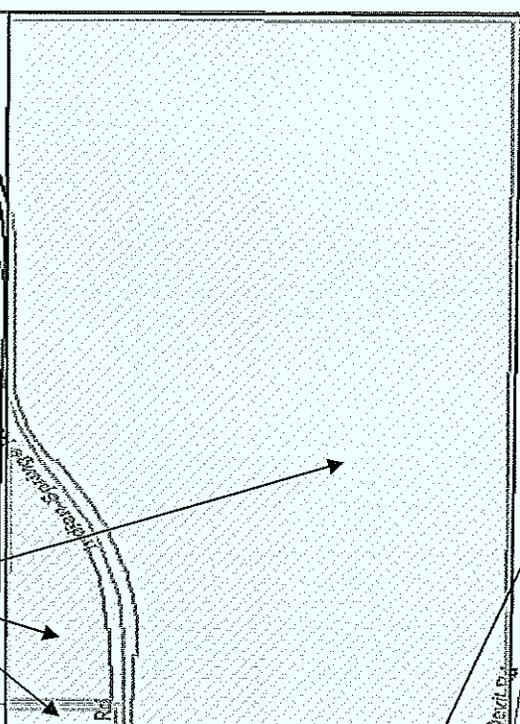
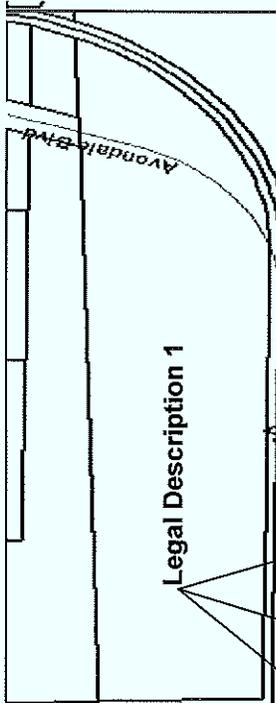
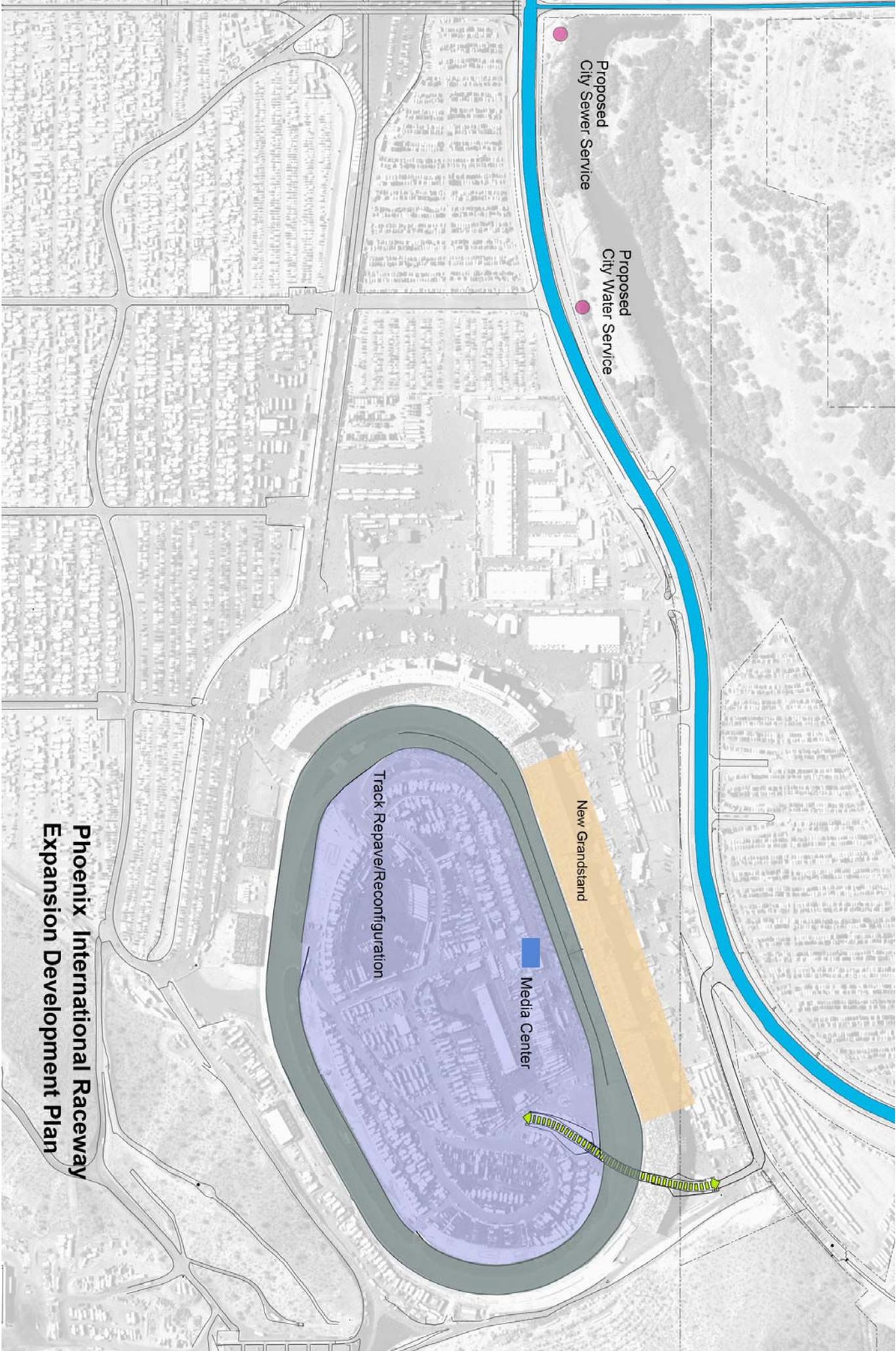


EXHIBIT C
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.

[Expansion Development Plan]



Proposed
City Sewer Service

Proposed
City Water Service

Track Repave/Reconfiguration

New Grandstand

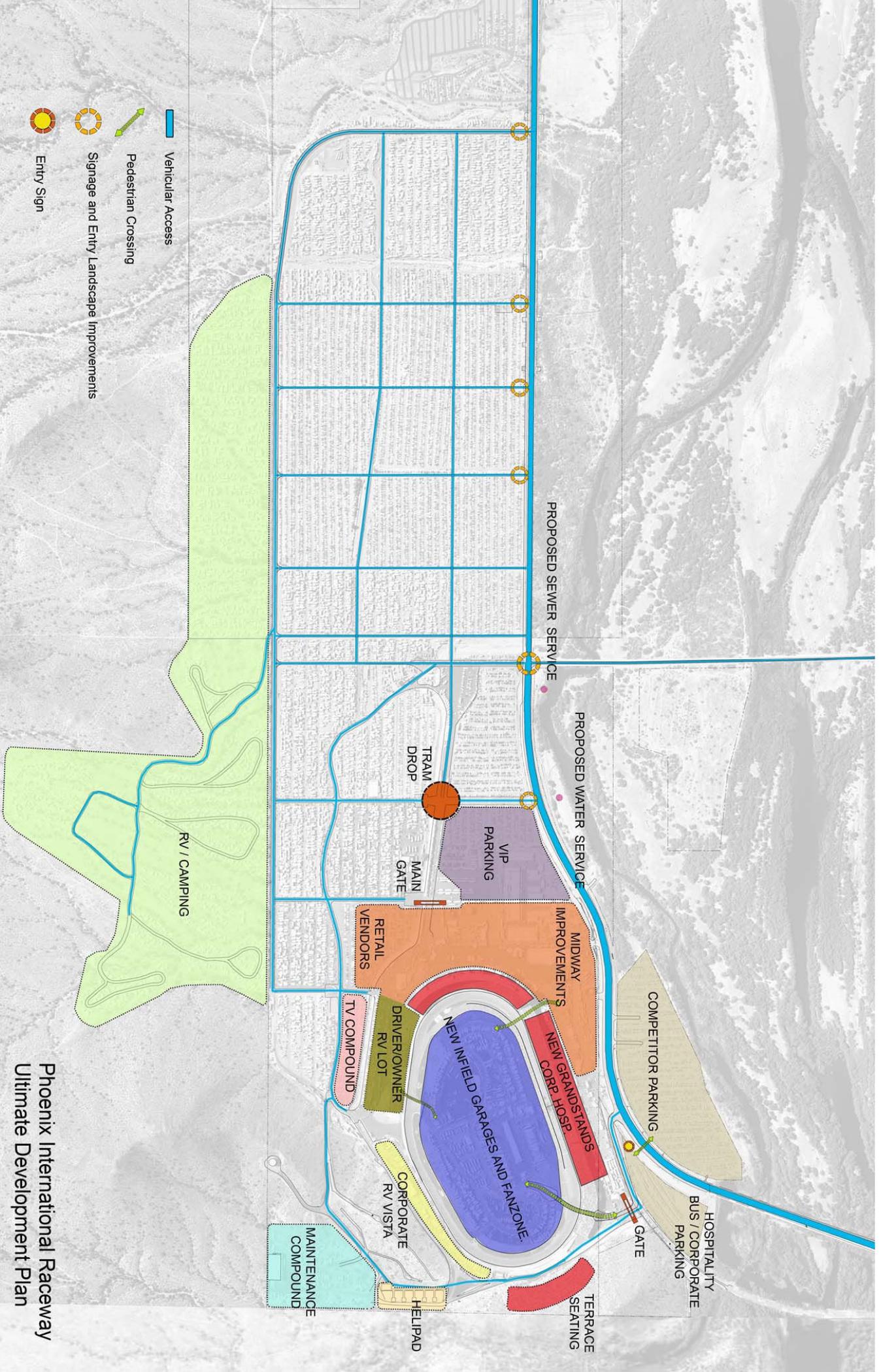
Media Center

Phoenix International Raceway
Expansion Development Plan

EXHIBIT D
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.

[Ultimate Development Plan]

-  Vehicular Access
-  Pedestrian Crossing
-  Signage and Entry Landscape Improvements
-  Entry Sign



Phoenix International Raceway
Ultimate Development Plan

EXHIBIT E
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.

[Map of Existing Wells]

See following pages.

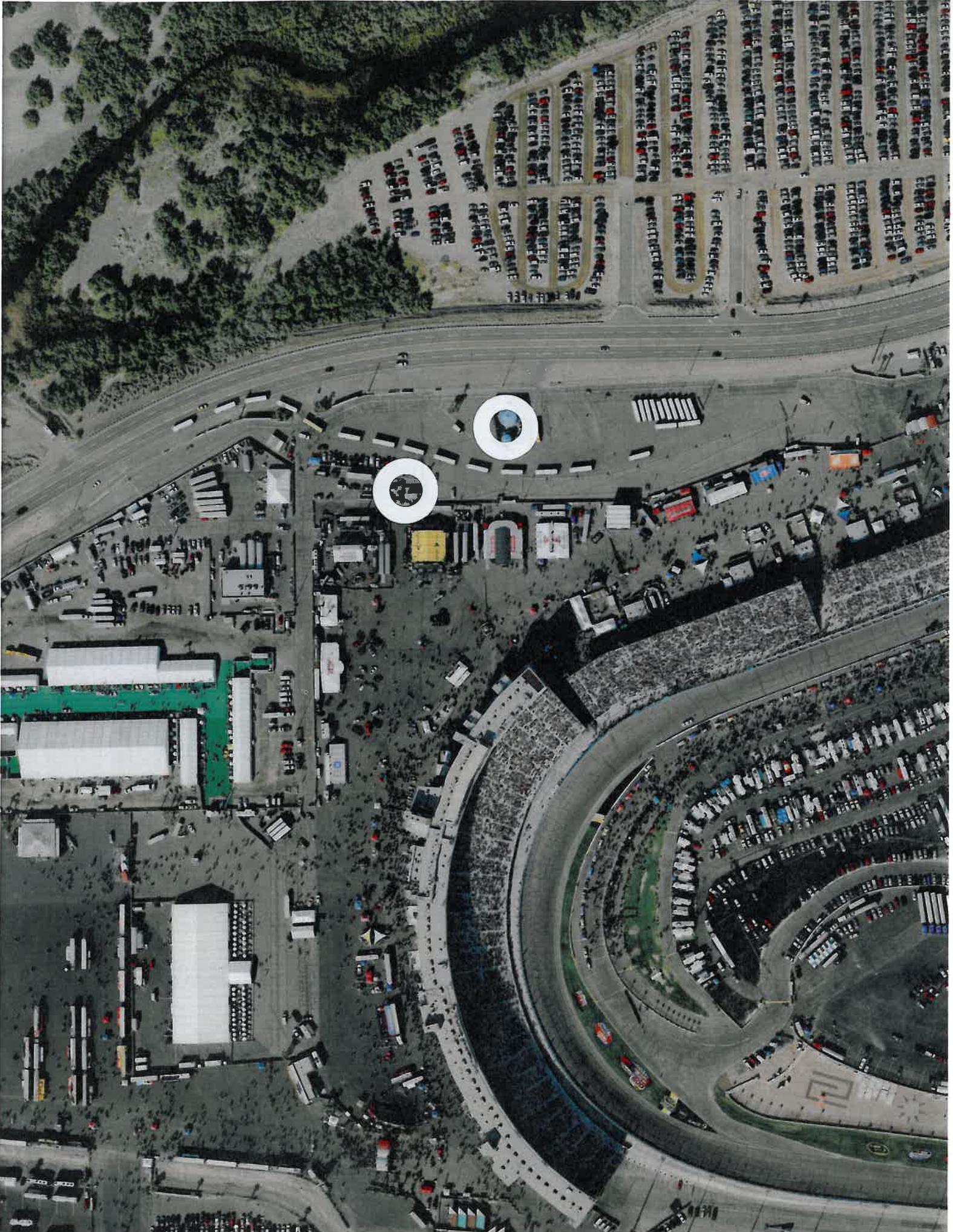


EXHIBIT F
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.

[Waiver of Claims]

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORPORATION**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE UNDER ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made _____, 2010, between Phoenix Speedway Corp., a Delaware corporation d/b/a Phoenix International Raceway (the “Owner”) and City of Avondale, an Arizona municipal corporation (the “City”), regarding the following real property (the “Property”):

See legal description and map set forth in Exhibit A attached hereto and incorporated as if fully set forth herein.

Owner (i) is the owner of all right, title and interest in the Property and (ii) on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers:

1. Waiver of Claims Pursuant to ARIZ. REV. STAT. § 12-1134 et seq. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for rezoning of the Property, Case No. _____ (the “Rezoning”) in good faith and with the understanding that, if it approves the Rezoning it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance Rezoning the Property (the “Rezoning Ordinance”), including all stipulations adopted by the Council of the City of Avondale (the “City Council”), and by signing this Waiver hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from the Rezoning. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the Rezoning Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the Rezoning. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Rezoning Ordinance and all stipulations to the Rezoning Ordinance approved by the City Council unless, not later than 48 hours following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the Rezoning Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth day following approval of the Rezoning Ordinance, then the City may, after proper notice and hearing, rescind the Rezoning Ordinance, and if rescinded by the City Council acting in its sole discretion, this

Waiver shall act as a bar to a claim for diminished value based upon the rescinded Rezoning Ordinance. The foregoing waiver of claims shall not be effective and shall be of no further force and effect with respect to the Rezoning in the event the City Council disapproves the Rezoning Ordinance.

2. Entire Agreement; Modification. This Waiver, any exhibits attached hereto, and any addenda, constitute the entire understanding and agreement of the Owner and the City and shall supersede all prior agreements or understandings between the Owner and City regarding waiver of claims pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.* relating to the Property with respect to the Rezoning. This Waiver may not be modified or amended except by written agreement by the Owner and City.

3. Applicable Law; Cancellation. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

4. Recording; Waiver Runs With Land. Within ten days after the execution of this Waiver, the City Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

5. Owner Authority. The Owner warrants and represents that it is the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the City they have the legal power to bind the Owner to this Waiver.

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

“Owner”

PHOENIX SPEEDWAY CORP.
a Delaware corporation

By: _____

Name: _____

Title: _____

“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 on _____, 2010,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

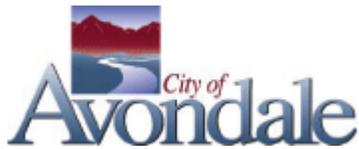
Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.

[Legal Description and Map of the Property]

See following pages.



CITY COUNCIL REPORT

SUBJECT:
Council Goal Setting for FY2011-2012 Budget

MEETING DATE:
November 22, 2010

TO: Mayor and Council
FROM: Kevin Artz, Finance and Budget Director (623) 333-2011
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will present a status update and request Council direction for development of policy goals and priorities for the 2011-2012 fiscal year.

BACKGROUND:

As part of the annual budget process, the City Council receives an update on the current economy, program progress and financial status of City operations in order to provide fiscal guidelines for establishing goals and objectives for the coming fiscal year.

Staff from all departments is available to address any questions or concerns regarding all programs, services and projects currently in progress or scheduled in the near future.

DISCUSSION:

Despite the current economic downturn, the City continues to make progress towards achieving Council goals and improving services. While the financial crisis faced by the nation shows signs of recovery, the City will continue to feel the effects of the rising unemployment and its affect on tax streams. All state and local governments will still have to contend with the decline in income and property values that will impact the tax base. Actual income has fallen short of projections for the last several fiscal years for most governments causing service reductions in many key areas. To help plan for next fiscal year, staff has developed a range of income scenarios for the current and next fiscal year and with Council direction will develop corresponding expenditure plans.

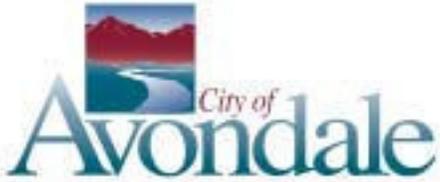
RECOMMENDATION:

Staff is requesting Council direction on the development of Citywide goals and objectives for fiscal year 2011-2012.

ATTACHMENTS:

Click to download

 [Resident Satisfaction Survey](#)



2010 Resident Satisfaction Survey Summary

The City of Avondale conducted a survey to solicit feedback regarding the services the city provides. Residents were able to participate either online or by filling out survey forms that were readily available at public facilities at community events.

Surveys were available at the Avondale City Hall and Avondale Public Libraries (ACH/APL). Also, during Resident Appreciation Night (RAN) residents were required to fill out a survey for a chance to participate in a raffle drawing. A total of 114 surveys were collected at this event and the aforementioned locations. There were 10 surveys that were blank and were therefore not included.

Avondale also offered residents the opportunity to participate in an online survey, which was promoted through the website, Avondale's Facebook page and via news releases. There were a total of 158 online surveys completed utilizing a web-based tool on zoomerang.com. The comments for these surveys were much more thorough and detailed compared to the surveys at RAN/ACH/APL. It was evident that residents who took part in the online survey did so because they felt they had something significant to state and wanted to be heard.

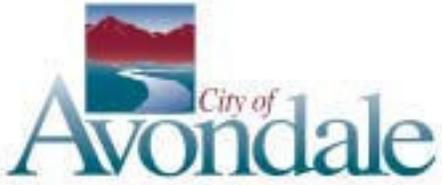
It is important to note that not every survey was filled out completely. This summary also does not include every single comment since many comments were often repeated; instead examples or common themes were listed. The RAN/ACH/APL and online surveys were tabulated separately due to the unique circumstances in which they were collected.

Results of Survey provided by the Dept of Community Relations & Public Affairs & Grants Administration Intern, Bridget Bauer

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Question 1 How do you rate city services?

Below are the combined ratings for *good or excellent* – based on a Likert scale listing; *poor(1), fair(2), average(3), good(4), excellent(5)*. Also, listed is the index average/mean response for that category.

Online Survey Results

Garbage/Recycling	87%	4.2
Water pressure	67%	3.9
Fire/Emergency Medical	83%	4.1
Customer Service	68%	3.8
Traffic Flow	48%	3.6
Water Billing	56%	3.8
Police Services	73%	3.8
Street Maintenance	55%	3.7
Park Amenities	56%	3.6
Library Services	63%	4.2
Recreation Programs	53%	3.7
Graffiti and Code Enforcement	60%	3.9
Keeping Residents Informed	58%	3.7

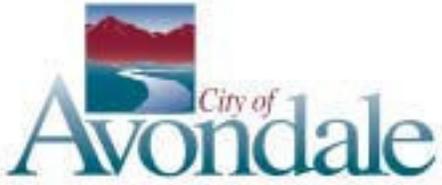
RAN/ACH/APL Survey Results

Garbage/Recycling	82%	4.2
Water pressure	82%	3.9
Fire/Emergency Medical	90%	4.1
Customer Service	91%	3.8
Traffic Flow	82%	3.6
Water Billing	74%	3.8
Police Services	86%	3.8
Street Maintenance	78%	3.7
Park Amenities	85%	3.6
Library Services	92%	4.2
Recreation Programs	85%	3.7
Graffiti and Code Enforcement	82%	3.9
Keeping Residents Informed	79%	3.7

City Manager's Office

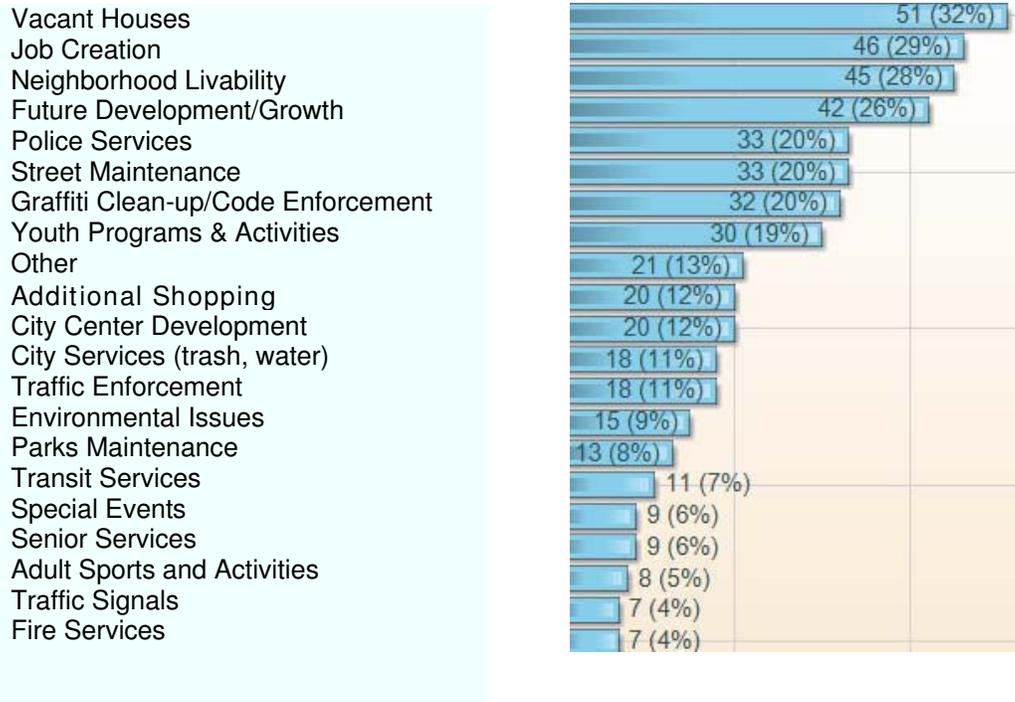
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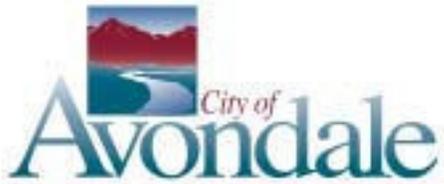
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Question 2 What are your top three priorities for Avondale next year?

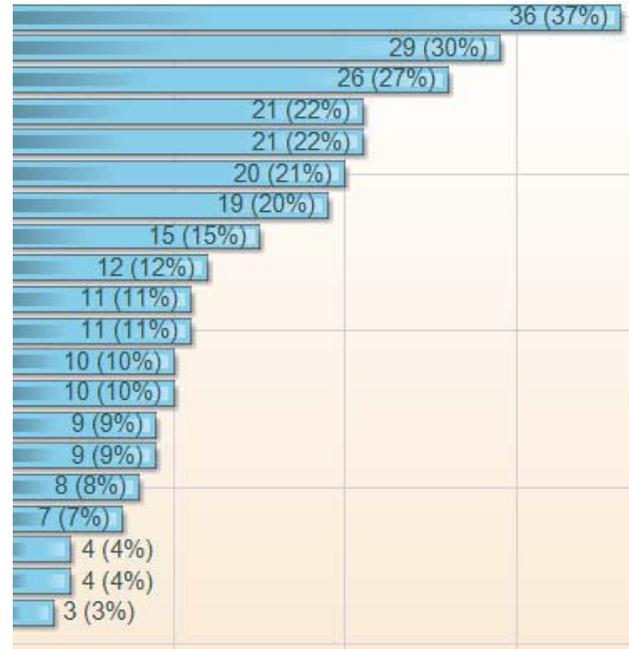
Online Survey Results The top three priorities that residents checked off from highest to lowest are **Vacant Houses, Job Creation, and Neighborhood Livability.**





RAN/ACH/APL Survey Results The top three priorities that residents checked off from highest to lowest are **Job Creation, Special Events, and Vacant Houses**.

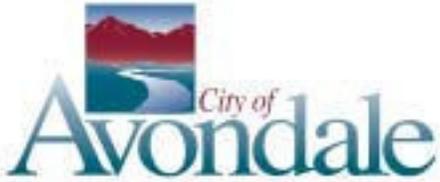
- Job Creation
- Special Events
- Vacant Houses
- Police Services
- Youth Programs & Activities
- Traffic Enforcement
- Parks Maintenance
- Graffiti Clean-up/Code Enforcement
- Adult Sports & Activities
- Transit Services
- Future Development/Growth
- Street Maintenance
- Environmental Issues
- Neighborhood Livability
- Traffic Signals
- Senior Services
- City Services (trash, water)
- Additional Shopping
- Fire Services
- City Center Development
- Other



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Question 3 Tell us what is important to you or your neighborhood.

Online Survey Results: Examples (136 Responses)

Safety is the first priority, followed by cleanliness and quality of life. Foreclosures, vacant properties, and emergency response services were also of significance.

- Would be nice to have more development near El Mirage and Indian School. Vacant lots. Crime kept down is very important and it would be nice to have more to do.
- During these times, the City needs to focus on core services such as maintaining our water, sewer and streets, maintaining our police and fire service levels and maintaining the appearance of our community. We should not be looking for ways to expand or create new services and programs, conducting social engineering or expending resources trying to force mass transit into an area that doesn't yet (nor will have for at least a decade) have the population or funding to support it. We need to focus on our core.
- Maintaining an excellent quality of life. Safe neighborhoods, graffiti free, a goal of future development. How do we maintain our home value and make this city a "valuable/desirable" place to live?
- Residents that know their neighbors and watch over one another's homes. I would love to see the city take over the competitive mountain bike course near PIR. There is a lot of wasted opportunity there. Even using PIR for a bicycle race, they do it in Charlotte, NC.
- Peace and quiet after 10:00 p.m. Sometimes barking dogs and gunshots are heard after dark...maybe someone is doing target practice.
- Keeping neighborhood and city beautiful
- Vacant houses under foreclosure that aren't being maintained at HOA code standards and no one seems to be doing much about it. Is it the banks or the HOA's responsibility? HOA raised the fees for those of us who do pay to compensate for all of those who don't. I understand it but it doesn't seem fair when our services are decreased from what they use to be and it is a constant struggle to get things taken care of. This is perhaps an HOA issue not a city one but the vacancies and poor maintenance in neighborhoods are a poor reflection on everyone.
- I really miss the red light cameras! With all the traffic being diverted to Dysart because of the freeway construction, traffic is very congested.
- Livable environment. Future prospect. Growth and Development. Community events.
- Enforce and clean up gang and wanna-be gang activity. Junk cars parked in the yards of residents. Dogs at large in the Cashion area.
- Having less renters and ONE family to each home.
- Vibrant and well maintained communities along with employment development of all levels of skills additionally safe travel for kids walking and riding their bikes to and from school
- Property value and public safety are what is most important to my family and me. Vacant houses and neighborhood upkeep are very concerning issues and need to be addressed. Also, response time of paramedics is unacceptable. It took almost 10 minutes for the FD to arrive last time I called 911.

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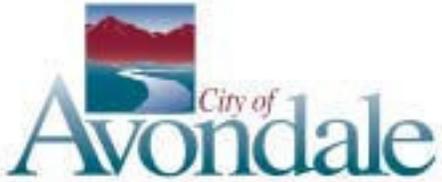
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- Immediate graffiti response and clean up. Feeling safe and secure in our neighborhood. Enforcement of city ordinances in regards to abandoned cars and vacant homes. Keeping the city clean and crime free. There's been too much graffiti lately, and I'm worried why this is happening.
- I live in Rio Crossing, which is the community in the Northeast corner of Avondale. Water pressure is low which does not allow us to effectively irrigate the landscaping.
- More activities for the kids and better advertising of the activities. It would be nice if the city would outlaw HOA's. Our HOA is run by a company, not the homeowners and we have no say in what it does, so I think that rules and regs should be set by the city, not some anonymous company out there that has nothing to do with the neighborhood. Ours has picked ONE rule out of the CC&R's and decided to enforce that while ignoring everything else. So they are towing cars for being parked on the street overnight. I have seen so many people in our neighborhood destroy their front yards to comply with our HOA's parking rules. It is ridiculous. Yet nothing is done about the guy who has had Christmas lights up ALL YEAR! And When I have approached the city for help in dealing with the HOA, they essentially tell me that they can't control them? Why not?
- A sense of community
- Road maintenance and traffic flow. Consider 2nd left turn lane from McDowell onto Dysart like there is at Litchfield Rd.
- I don't want to see (more) deterioration due to economic reasons. Visibility! Visibility! Visibility! of law and code enforcement. Those deterrents are HUGE!
- More family activities. Avondale little league affiliated with city like Goodyear.
- Quality of living. There is no reason Avondale couldn't and shouldn't become a top city to live. We should be driving people to live here, not driving them out with high taxes. We should expect of this city. You hear people rave about Goodyear and Litchfield....hmmmm
- City support with HOA issues, we are losing support at the legislature
- Property maintenance/upkeep
- Less government programs for the (poor). More focus on getting companies to move here without giving them the keys to the city.
- Not having it take 10-12 minutes for paramedics to get to my house, not just once but multiple times!
- Keeping neighborhoods and empty commercial centers free of blight during the recession. Times will improve but in the meantime we need to keep the city looking good. So far, good job.
- Vacant houses.
- Would like to have a public pool in Avondale
- Safety for our children and maintenance of our neighborhood.
- I live in Roosevelt Park and enjoy the quiet neighborhood and the community parks and trails. I've noticed an increase in speeding vehicles on Roosevelt parkway. Its posted 25mph, but its not uncommon to see vehicles traveling at 40mph. I would like to see a greater traffic enforcement presence by Avondale PD.
- Limit HOA powers
- Enforcement of speed limits and stop sign laws. New senior citizen activity center.
- Save traffic, no graffiti

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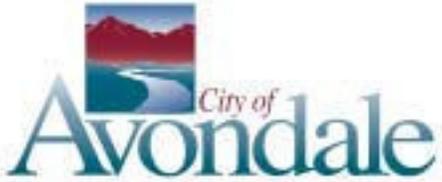


- There are a lot of vacant houses
- Code enforcement, graffiti abatement, and speed control within neighborhoods
- Maintain our uniqueness/quaintness without outside infringements
- I would like to see people be able to stay in their houses. Federal government not really helping
- Avondale needs to focus on the economy more and help development start up again. Design standards and impact fees need to be adjusted to help the City compete and get job growth going again.
- Clean, drug free zones for our kids.
- No running cars that are parked in street.
- More dedication from the officers we live in a 25 mile per hour zone but cars sometimes even play races in our street because they know that police never drive around here
- I enjoyed attending the Writer's Conference on October 2nd. I think we should focus on celebrating Arizona's centennial in 2012.
- It's important to have our community informed and involved on updates on the street traffic and it's street maintenance.
- I just want my neighborhood to look nice and be safe.
- For the city of Avondale to focus more on the communities that are being neglected and last on the honey do list. This community that is not being attended has been a round for many years. The Communities that seem to get first priority are these new developments. So please if we can get more recognition in the neighborhood that looks trashy.
- There is a safety issue with Palm Valley Elementary school. There needs to be a traffic light on Thomas road and the street by the school. It is dangerous there for crossing children and the traffic is backed up there all the time. This should be important before a child is killed. They should have a safe way to cross Thomas road. Just provide the essentials and nothing more, we are in a deep recession and should only spend on necessary items. Cut back!
- Code enforcement on weed height, especially the property on 107th Ave/Thomas that is 15 acres and an eyesore.
- Need more reeds in lakes
- Reducing home/auto burglaries. Reducing vandalism to common areas/playground equipment
- Supporting investors who buy the vacant/foreclosed properties, clean them up, improve the neighborhood and provide affordable housing.
- Elimination of "Drop Houses"
- Buying an empty house and refurbishing it so the women we work with in prison have a place to live upon return to society
- I would like to see the street widening projects completed sooner.
- Keeping vacant properties tidy on outside

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RAN/ACH/APL Survey Results: Examples (73 responses)

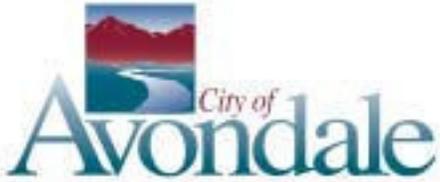
Variations of safety and cleanliness are the most important issues that residents listed.

- Safety (28 responses)
- Neighborhood watch
- Abandoned homes
- Speed enforcement
- Having block watch
- Keeping us safe, needs a senior center more than a community center
- Good neighbors
- Graffiti
- Family and water
- Crime prevention
- Keep old neighborhoods in the mind's eye when planning is done
- Safety, animal control
- Traffic and pedestrian safety
- Good security, safety for kids
- To make sure there's no violence
- Security
- Traffic lights
- More police
- Well being that's around us
- Everything
- Kid safety
- Security
- Neighborhood watch
- Jobs, need more jobs
- Parks that are clean
- Block watch
- Protection
- Security
- Burglary, theft of cars
- Transit services
- The streets
- Water pressure
- Street repair
- Job, security
- Community outreach
- Maintenance, looking nice
- Keeping it clean
- Police patrol
- Clean up
- Nothing excellent
- Graffiti, police enforcement
- Police patrol
- Clean streets

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Question 4 What are we doing well?

Online Survey Results (126 Responses)

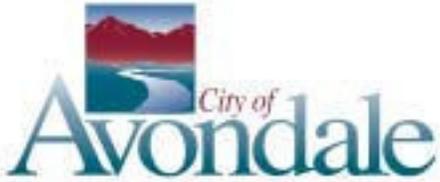
Trash/Bulk/Recycling services have received the most praise. New developments such as the library and parks are mentioned repeatedly followed by police responsiveness.

- I think lately I have seen improvements when it comes to the roads, construction means improvement
- Even though we are growing, Avondale still has that positive small town feel.
- I love your MyAvondale app!
- Graffiti Clean up and over all look.
- Avondale, for the past several years, has done a great job in identifying our priorities and delivering the solution. We wanted to see a reduction in crime; we've accomplished that. We wanted more shopping opportunities; we have several shopping centers and an auto mall. We wanted regional parks and libraries; we now have two of each. Great Job!
- Police and fire and their professionalism the services our city provides are excellent compared to other communities.
- The police department has made tremendous strides. I live near Cashion and to say it is better is an understatement. Also we seem to be the only city that is financially solvent. Kudos to the Mr. McClendon and his staff.
- I enjoy receiving email/internet communication/information from the City.
- Keeping overall area safe. Good variety of stores. Improvements in landscaping along 99th ave and McDowell area. Copy roadside/shopping center designs from areas like Scottsdale or Chandler; gives it a "richer", nicer appearance.
- I was particularly impressed by the writers' conference held in October.
- 1. Police and Fire services and the friendliness of the officers/firemen. 2. Pet park 3. Online newsletter 4. Meeting Mayor and council at different businesses. 5. Going green...City Hall working 4-10 hour days. 6. Programs for the homeless.
- Customer Service at the water dept. is friendly.
- Maintaining services levels in very challenging economic environment.
- Trash/recycle and bulk pick-ups are excellent. Have had 2 occasions to call for an ambulance and paramedics arrived right away and were great. That is a huge relief in times of emergency.
- Trash/recycle services, when I have called the PD about property theft they responded in a timely manner. PD patrols the neighborhood as frequently as can be expected.
- Having programs for kids over the summer months that are reasonably priced. The trash pick up is excellent. Bulk items are picked up in a timely fashion. I'm so happy you provide this service. I think it keeps the city clean.
- Public outreach, PIO
- Community Watch Program is supportive to the community. Graffiti and code enforcement are quick to respond.
- The events are wonderful...I understand budget cuts but it would be nice to have more.

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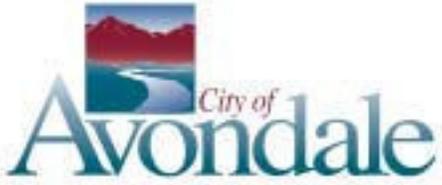


- Cutting costs that affect those in need by moving need events to where only those that have money can attend. Example the Resource Fair to the Gain Event where those in need will not go Civic Center. It is better if it were held in low-income communities.
- Good communication with residents thru newspaper articles and other publications. 4-day workweek to save energy costs is a plus.
- Great customer service
- Sanitation, maintaining streets,
- You put out a list of numbers for different services; whether it's graffiti, code enforcement, streetlights, police, etc. When those numbers are called, ACTION is taken! 100% of the time. What you're doing well is that you can be counted on. That's a big deal. It's not some empty black hole.
- Social services
- So far you cut the spending a little late. You pay more attention to those people that are P.C. and sneer at those who speak the truth.
- During the current recession, City of Avondale has handled budget and spending responsibly.
- Communicating well with the public, making the public aware of the city's concerns
- We don't get some of the services where I am at so it's hard to judge. I love living in Avondale and like the way they are concerned about it's residents.
- Most services that I have used seem to be very good.
- Resurfacing streets. Enjoy getting the calendar each year. The quarterly magazine is very informational.
- Keeping us up to date on activities in the area and keeping the environment clean as possible.
- Future developments
- I like how the city staff and mayor always asks, how are we doing what can we do better.
- Creating more opportunities for community functions like: the art walk!
- Lots! I sooo appreciate the once a month free bulk garbage pick up. Thank you. Also, I especially enjoy the library and attended the excellent Writer's conference. I like the new Welcome to Avondale signs. I also think the 4 day workweek is terrific for energy saving and also for employees.
- Services are excellent
- Special events I have attended have been well organized.
- Keeping property taxes low.
- Presenting the city as a place for employers to build and for families to thrive and grow.
- Utilities and most part police work. Bulk pick up is Great
- Environmental upkeep-city streets, neighborhoods always look clean!!
- There has to be a way to make use of the amphitheatre at no cost. Everyone else is doing some movies with sponsors. We've given up on Quality of Life except for sports minded children

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RAN/ACH/APL Survey Results (67 responses)

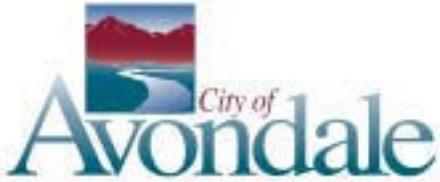
The majority of residents state that they are satisfied with the services provided by the City of Avondale.

- Police Response (6 responses)
- Safety
- Everything (13 responses)
- Great services
- Having a very active community center
- Senior Center
- Website is excellent
- Info
- Programs
- Very informative
- Cleanliness (6 responses)
- Library services
- Avondale city center
- Beautiful environment
- City services
- Customer service
- Community services
- Neighborhood involvement
- Customer service
- Law
- Keeping city safe
- Trying
- Growth
- This activity is wonderful!
- All fields of service
- You are really trying
- Keeping our city safe
- Asking about what needs to be done
- You are trying
- Safety
- Customer service
- All above 5
- Traffic enforcement
- Services
- Schooling, education
- Trying to help environment
- All doing a great job
- Parks are great
- Public safety
- On all
- Excellent
- Keeling residents involved and informed
- Speed enforcement
- Traffic enforcement

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Question 5 What can we do better?

Online Survey Results (128 Responses)

The majority of residents state that an increase in community programs and activities would improve the city. Other important issues that received noteworthy attention include better construction initiatives/management, police response, and decrease in taxes.

- We need more things to do in Avondale, I hope the sports center will bring that, however when I look at the water play park in Goodyear and Westgate in Glendale, these would be nice things to attract people to Avondale instead of driving to another city to enjoy family and entertainment type of things.
- The government needs to refocus on our core services. Our streets are falling apart. For a few years it seemed like the city was working hard to improve them, although too slowly, in all parts of the City. Now, it seems like we're trying to spend our money trying to solve all the social problems of the west valley! Avondale has become the center (and is paying) for social services programs. Where is Goodyear? Make them take care of their share.
- Budget cuts too bad we had to lose some of the public activities like Old town night but we have to critically look at what draws citizens and what is truly a beneficial i.e.: entertainment, informational, etc
- Improve schools and pursue high tech, high paying jobs. Follow up with the sports center by creating a park nearby with more activities such as BMX or something unique. Everyone has a baseball field. Friendship Park needs maintenance or replacement on most of the playground equipment. The dog park is great however. Oh and I hope those are not the final colors for the American Sports Center! Oh my.
- Traffic signal timing along Dysart needs improvement. Backs up north bound from i-10
- Concentrate on the essentials: Police, Public safety (Traffic), Code enforcement, Streets, Cost benefit ratios (should be \$2 for every \$1 spent, without conjecture), lower the sales tax (every other tax also) lower the wages of all non-police personnel.
- Find a Way to increase street sweeper schedules in you established neighborhoods.
- Community events more frequently
- Get rid of the feral cats and discourage the cat lady from feeding them ... except at her house!
- I think managed growth is the key to a stable city. I think that developers should not build more houses until we see the vacant ones.
- Code enforcement. Speeding in neighborhoods. Attract high-end businesses. I spoke to the manager at Oregano's Pizza and he said they want to expand but West Valley governments are difficult to work with.
- Better lighting (if possible) at public parks
- More education actives for youth Spanish, science, reading, math classes
- Not sure this is a city responsibility but if the HOAs and banks would make more of an effort to care for vacant properties that would be a boost to neighborhoods and those

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- residents who do spend time and money to keep their property looking nice.
- Keep the homeless from sleeping in the local parks.
 - Would like to see us keep our streets and public places cleaner, free of trash. I know this is something each one of us can help in maintaining. Maybe some sort of public awareness program would help.
 - Make use of the NEW library so we can request books and pick them up there INSTEAD of having to go to Goodyear.
 - Find out what the horrible sewer odor is from and stop it. It is horrible at night and in the morning. Please let people know what is going on. I also heard that there is a problem with our water quality??
 - I wish you had more hazardous waste days and advertised them more. I hate the idea of hazardous waste going into the landfills. Recycling of florescent light bulbs (they contain mercury). Drop off locations for used batteries, etc... I think this is important for the environment.
 - Bring back Billy Moore Days and the 4th of July but cut salary of officials instead,
 - Police need to take responsibility for their enforcement obligations or refer items to code enforcement, not erroneously tell citizens it is there HOA's problem. When getting landscape bids (around the lakes), don't go for the cheapest price, go for the best service for the price. The current contractor should be replaced and management oversight needs to be enhanced.
 - Improve image of Avondale thru more events like the Writers Workshop that draw people from outside the area. Encourage businesses that add jobs and keep shoppers local. Also try to promote/unite city instead of North and South of I-10 having separate identities and community events focused on south of I-10.
 - More businesses. Only 1 supermarket (Fry's at Avondale/Buckeye Rd) for so many homes in developments. More police enforcing traffic laws. Too many speeders. Not using blinkers when changing lanes very dangerous yet so little is done about that.
 - Change Avondale's image, attract people to want to live here! And lower the sales taxes. I will not buy gas, eat or shop in Avondale when I can go a few miles and save tremendously on taxes.
 - I would like to see the water bill come down a bit. Avondale is by far the most expensive water bill I've seen. I've lived in phoenix, Peoria, Glendale and Tempe. I was shocked by the first Avondale water bill I received. I went from a \$40 dollar Phoenix bill to a \$65 dollar Avondale bill, but my water usage is the same. I would really like to see the City not bankrupt its citizens and balance the budget with the water bill!
 - Reduce recycle pickup to once every 2 weeks. Most people do not use weekly recycle. In place of recycle pickup, pickup trash which is more time limited.
 - Park facilities need more rangers and maintenance, appear run down already, more trails that link to other neighborhoods, parks, and shopping. Work with Maricopa County at MC85 and Avondale Blvd to improve street access and crossings, sidewalks are horrible and not safe for kids and families.
 - Promote multiculturalism. Sometimes there is too much attention devoted to the Hispanic community, naturally, because of the population. But there are many other nationalities living in Avondale. These other nationalities deserve recognition also.
 - The only info on recycling seems to be on TV. There is nothing in the water bill advising of changes in recycling. At least bring something on the bill each month to encourage

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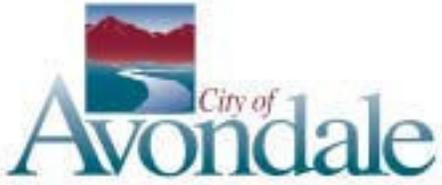
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- recycling.
- McDowell lights do not work together. Flow onto I-10 eastbound always backs up to McDowell. Light @ RaSF blvd not in sync with Dysart & McDowell lights so traffic backs up over bridge every day from 4-530p.
 - How about posting speed limits in residential neighborhoods and perhaps speed bumps. Cars are always speeding in my neighborhood. Also, I would like to see the following stores someday: TRADER JOE'S & Ax's
 - We've noticed an uncommon number of loose dogs on the streets - help enforce leash laws and capture loose animals quickly. We don't walk our dogs anymore because we've been attacked by loose dogs on several occasions - the last time was a brutal attack where our dog was nearly killed. She spent 6 hours in emergency surgery and weeks in recovery.
 - The City of Avondale can continue to keep the residents informed via their website, the West Valley View and other media opportunities. Maria Lopez Rogers is doing a great job as Mayor since she is always approachable and willing to engage in discussion.
 - Keep doing what you are doing. Get as much publicity for our city as possible with increased free news articles, announcements, etc. Perhaps get meet up groups locally to run announcements in papers, especially the West Valley View and the AZ Republic SW Valley section. Maybe have a social/educational fair in the lobby of the library of social or business groups to encourage networking and fun for west valley folks.
 - Take responsibility of tree trimming along the streets on curb lanes. Tree limbs have grown out of control.
 - Recreation for children. I'd love to see a community pool.
 - Lower budget to save money and lower taxes! Cut unnecessary programs. We are in a recession. Stop spending like drunken sailors.
 - Communicate clearly where and when construction will be happening, and use signs when a lane is closing instead of just having the cones gradually 'squeeze' everyone over. (Avondale Blvd)
 - Please do away with the "Mexican" color theme to freeway sound walls, sport complexes, and other city buildings... more attention to other Avondale, zip code 85392 Plus more trees everywhere
 - Put in sidewalks near Friendship park including area leading from Avondale Boulevard to the park (westbound) via McDowell Rd, South side of street.
 - The basic addition of reeds was good but it was like a blip or a small input that needs expansion.
 - Return the bus service - you have stranded many disabled individuals because ADA dial-a-ride will not provide services without a bus route. We are now moving out of Avondale because our disabled daughter can no longer get anywhere.
 - Change the housing code to allow for transitional housing. They live in our neighborhoods anyway. This way they are supervised and supported in their new life.
 - Not be so strict on new business coming to Avondale. A big opportunity was missed at Van Buren and Avondale Blvd when CVS was rejected. That development would have brought in more businesses to the rest of the center. Also plan ahead before closing off lanes on our surface streets when construction on I-10 is closing exits on other main West valley roads.

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RAN/ACH/APL Survey Results (54 responses)

Police response times, increase in community activities, road construction management, and street maintenance are listed as some major resident concerns.

- Livability of neighborhoods
- Keeping us informed
- Just stay safe
- Safety
- Senior center
- Fix the holes on my street
- More activities and programs for youth
- Parks w/ children water amenities
- More free stuff
- Street light service
- Safety and animal control
- Traffic flow
- Cultural activities
- Senior services
- More police patrolling
- Keep neighborhoods cleaner
- Everything is fair
- Bring back Billy Moore (parades)
- Keep it up
- Youth programs
- Drug watch
- Drug activity
- Water, trash, sewer too expensive
- Street lights
- More police
- Trash services
- Police response time, more local bus services
- Ask the people
- Growth
- Graffiti
- Keep up the good work
- Bring back Billy Moore days
- More police enforcement
- People working together as a neighborhood!
- City buildings-new
- Police need to respond faster
- People working together
- Bus service
- Need senior center
- Make the economy better
- Transit services
- Traffic flow
- More events
- Future development
- Graffiti and code enforcement
- Graffiti, smoking, pollution
- Keep drugs from street
- Road closures
- Lower meter prices
- Excellent
- More personnel
- Cracking down on HOAs and graffiti endorsement
- Library services
- Roads

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