

CITY COUNCIL AGENDA

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

WORK SESSION
October 3, 2011
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 UPDATE ON ARIZONA DEPARTMENT OF TRANSPORTATION LOOP 303/I-10 PROJECT

City Council will receive an update from the Arizona Department of Transportation regarding its transportation and construction projects in the West Valley. For information and discussion only.

3 2011 FEDERAL LEGISLATIVE UPDATE

City Council will receive an update from Staff and Capital Edge regarding the status of Avondale's federal legislative priorities as well as an update on recently proposed federal policies. For information, discussion and direction.

4 ADJOURNMENT

Respectfully submitted,

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

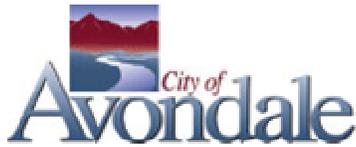
Carmen Martinez
City Clerk

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.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.



CITY COUNCIL REPORT

SUBJECT:

Update on Arizona Department of Transportation
Loop 303/I-10 Project

MEETING DATE:

October 3, 2011

TO: Mayor and Council

FROM: Pier Simeri, Communications and Public Affairs Director (623) 333-1611

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Arizona Department of Transportation has requested to present an update to the City Council regarding its transportation and construction projects in the West Valley.

BACKGROUND:

ADOT is the agency responsible for implementing the voter-approved Regional Transportation Plan (RTP), which is a comprehensive, multi-modal 20 year regional plan that provides the blueprint for transportation projects in the Maricopa County region through 2025.

ADOT staff will provide an overview of the now-completed I-10 widening projects and discuss the upcoming Loop 303/I-10 interchange project.

DISCUSSION:

Work to build the Valley's latest multi-level freeway-to-freeway interchange connecting Loop 303 and Interstate 10 in the Southwest valley is scheduled to begin in November, according to the Arizona Department of Transportation (ADOT). The \$133 million project will include construction of elevated ramps to provide direct links between I-10 and Loop 303, which is scheduled to open to traffic by mid-2014. The project is part of the Maricopa Association of Governments' 20-year Regional Transportation Plan approved by voters in 2004.

The upcoming launch of the interchange's construction follows a major series of projects that began in 2008 to reconstruct and widen I-10 between Loop 101 and Verrado Way. More than \$130 million in I-10 upgrades have transformed the busy freeway. ADOT worked with MAG and local communities in finalizing funding for the work, part of which included federal stimulus funds.

Although this construction project will not take place within Avondale's city limits, the work will affect commuters traveling west of Dysart Road. ADOT is working to inform stakeholders, HOAs, businesses and others who might be affected by the new interchange construction.

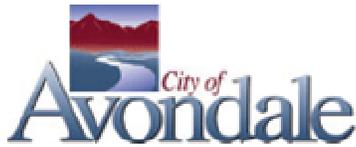
RECOMMENDATION:

None. For information only.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
2011 Federal Legislative Update

MEETING DATE:
October 3, 2011

TO: Mayor and Council
FROM: Shirley Gunther, Intergovernmental Affairs Manager (623) 333-1612
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Council will receive an update from Staff and Capital Edge regarding the status of Avondale's federal legislative priorities as well as an update on recently proposed federal policies.

BACKGROUND:

The City of Avondale contracts with Capital Edge to advocate the City's Federal Legislative Agenda. Capital Edge has been working with Avondale's Congressional delegation, legislative staff, federal agencies and other federal officials to advance the City's Legislative priorities. These priorities are as follows:

- Funding for the Regional Transit Facility
- Extension of Avondale's Small Urbanized Area (UZA)
- Seeking Federal Grant Opportunities

Capital Edge also provides updates to staff on key policy issues moving (or failing) in Congress such the federal deficit, Transpiration Reauthorization, transit funding and CDBG funding. They provide information regarding proposed legislation and its potential effect on the City. Additionally, Capital Edge was very engaged in facilitating information as well providing guidance and support with our Senators and Congressman Grijalva, key legislative staff and Environmental Protection Agency (EPA) regarding the Phoenix-Goodyear Airport North Superfund Site. Capital Edge continues to share updates with our Congressional members on the progress of this issue.

DISCUSSION:

Recent activities by Congress and the President will shape what is to come for states and local governments. Capital Edge will discuss how these policies and others may affect Avondale's Federal Legislative Agenda.

The Debt Reduction Super Committee is a 12-member Joint Select Committee made up of six Republicans and 6 Democrats focused on coming up with deficit reduction plan. The panel has until Thanksgiving to come up with \$1.5 trillion in deficit savings over the next decade or else trigger \$1.2 trillion in across-the-board spending cuts.

- New Revenue - This month, the President announced a proposal to control the nation's federal debt, calling for \$1.5 trillion in new revenue as part of a plan to find more than \$3 trillion in budget savings over a decade. The President proposed new taxes on the wealthy. About half of the tax savings would come from the expiration next year of the Bush tax cuts. Obama has said he will veto any cut in entitlements that does not also include increases in tax revenue.

- The American JOBS Act: This month the President laid out his \$450 billion Jobs Plan. According to the Administration, they propose to cut the payroll tax to 3.1% for employers. They estimate that 110,000 firms in Arizona will receive the cut. The Plan also includes a “Rebuilding and Modernizing America” section where they will make immediate investments of at least \$602,700,000 in Arizona that would support approximately 7,800 jobs. The Plan also includes funding for teachers, school infrastructure and funding rehabilitating and refurbishing thousands of vacant and foreclosed homes.

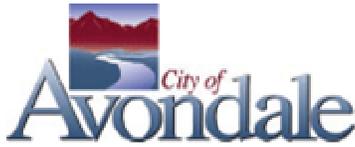
RECOMMENDATION:

For information, discussion and direction.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL AGENDA

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

REGULAR MEETING
October 3, 2011
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Joint Meeting with the Planning Commission of September 12, 2011
2. Regular Meeting of September 19, 2011

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

City Council will consider a request from Mr. William Veith on behalf of the Raceway Elks #2852 for a special event liquor license for a Christmas Dinnerdance Charitable Fundraiser to be held on Saturday, December 17, 2011 from 5:00 to 11:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

c. CHANGE ORDER NO. 2 - CONSTRUCTION CONTRACT WITH CS CONSTRUCTION, INC.

City Council will consider a request to approve Change Order No. 2 to the Avondale Boulevard and I-10 Traffic Interchange Improvement Construction Contract with CS Construction, Inc., authorize the appropriate fund transfers and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. ORDINANCE 1470-1011 - AUTHORIZING ACQUISITION OF PROPERTY FOR PUBLIC USE

City Council will consider an ordinance authorizing the acquisition of real property located south of the southwest corner of Avondale Boulevard and Lower Buckeye Road for public use relating to the construction of a pressure reduction facility and authorize the Mayor or City Manager and City Clerk to execute all necessary documents. The Council will take appropriate action.

4 EMERGENCY SERVICES AGREEMENT - PHOENIX INTERNATIONAL RACEWAY

The City Council will consider a request to approve an Emergency Services Agreement with Phoenix International Raceway, authorize the transfer \$24,000 from the Contingency Fund to the PIR Activities Fund and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

5 DESIGNATION OF VOTING DELEGATES FOR NLC ANNUAL BUSINESS MEETING

City Council will designate a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held at the conclusion of the Congress of Cities in Phoenix, Arizona on November 12, 2011. The Council will take appropriate action.

6 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i) negotiations for a potential Economic Development Agreement.

7 ADJOURNMENT

Respectfully submitted,



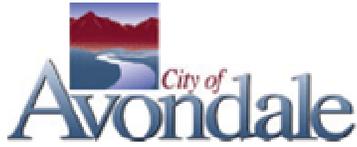
Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

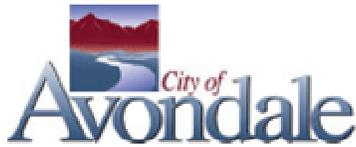
MEETING DATE:
October 3, 2011

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

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Special Event Liquor License – Raceway Elks –
Christmas Fundraiser

MEETING DATE:

October 3, 2011

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

PURPOSE:

Staff is requesting Council consideration of a request from Mr. William Veith on behalf of the Raceway Elks #2852 for a special event liquor license for a Christmas Dinnerdance Charitable Fundraiser to be held on Saturday, December 17, 2011 from 5:00 to 11:00 p.m. at the Masonic Temple located at 1015 N 8th Street in Avondale. The Council will take appropriate action.

DISCUSSION:

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

This event will be held on Saturday, December 17, 2011 from 5:00 p.m. to 11:00 p.m., at the Masonic Temple.

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

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

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. William Veith, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant - The Police Department has reviewed the security plan and has determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. The organization has organized similar events in the past and there have been no issues or concerns with the events
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last six hours.
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 80 people

13. Music will be provided by a disc jockey who will use his own sound amplification system
14. Per the Police Department, traffic control measures will not be necessary

RECOMMENDATION:

Staff is recommending approval of the request for a special event liquor license from the Raceway Elks #2852 for a fundraiser event to be held on December 17, 2011 from 5:00 to 11:00 pm at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

ATTACHMENTS:

Click to download

 [Application](#)

 [Departmental Review](#)

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

11. This organization has been issued a special event license for 6 days this year, including this event
(not to exceed 10 days per year).

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

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

Name RACEWAY ELKS #2852 100%
Percentage

Address 1015 N. 8th PL. AVONDALE, AZ. 85323

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

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

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

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

____ # Police Fencing
____ # Security personnel Barriers

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

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

(ATTACH COPY OF AGREEMENT)

Name of Business Phone Number

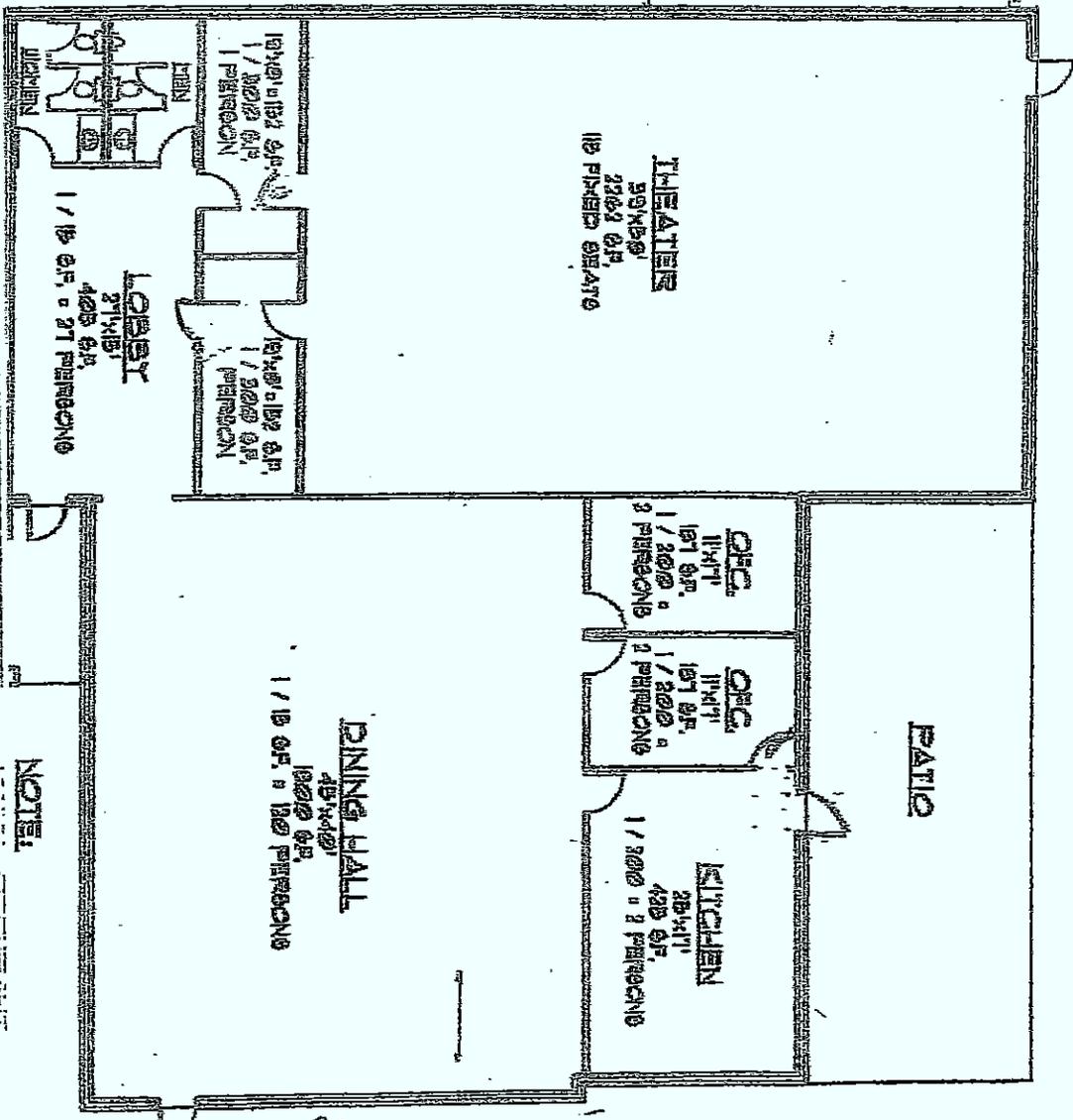
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades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

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

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

N

CHAIN LINK FENCE



DCCA

Bill Duncan
 Principal
 Project Manager



FLOOR PLAN

NOTE:
 Official Occupant
 Load = 270

DUNCAN-COOR ARCHITECTS LLC
 3723 W BARNES LANE PHOENIX, AZ 85051
 Direct: 602.841.1284
 Cell: 602.478.8378
 Fax: 602.841.7517

ADDRESS:
 1015 N. 5th ST.
 AVONDALE, AZ 85323

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

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

X David A. Elia Chairperson 9.8.11
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this
08 - 09 - 2011
Day Month Year

My Commission expires on: 10/30/2011
(Date)

Antonio Orellana
(Signature of NOTARY PUBLIC)

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

19. I, William B. Veith, declare that I am the APPLICANT filing this application as
(Print full name)
 listed in Question 6. I have read the application and the contents and all statements are true, correct and
 complete.

William B. Veith State of Arizona County of Maricopa
(Signature) (Title/Position) (Date) (Phone #)
 The foregoing instrument was acknowledged before me this



08 - 09 - 2011
Day Month Year

My commission expires on: 10/30/2011
(Date)

Antonio Orellana
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS #2852

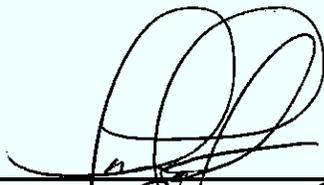
EVENT ADDRESS: 1015 N. 8TH PLACE

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

PURPOSE OF EVENT: CHRISTMAS DINNER DANCE CHARITABLE FUNDRAISER

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



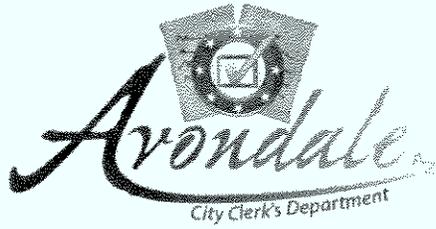
SIGNATURE
Police Chief

TITLE

9/20/11

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **OCT. 3, 2011**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **SEPT. 26, 2011**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 N. 8TH PLACE

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

PURPOSE OF EVENT: CHRISTMAS DINNER DANCE CHARITABLE FUNDRAISER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

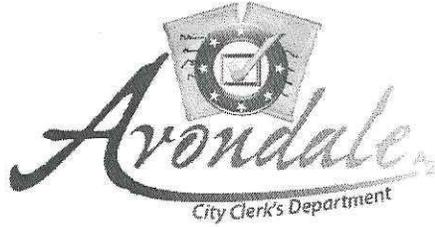


TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 3, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 26, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS #2852

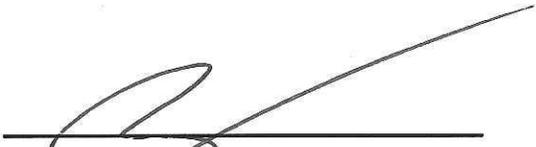
EVENT ADDRESS: 1015 N. 8TH PLACE

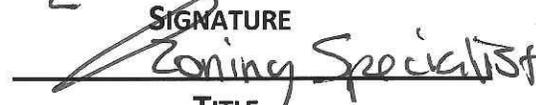
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: CHRISTMAS DINNER DANCE CHARITABLE FUNDRAISER

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



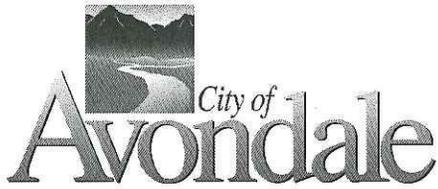
SIGNATURE


TITLE

9/22/11

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 3, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 26, 2011



DEVELOPMENT SERVICES

MEMORANDUM

DATE: September 22, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist 623-333-4022

SUBJECT: Raceway Elks – Christmas Dinner Dance Charitable Fundraiser
Series 15 Liquor License – Special Event Liquor License
1015 N 8th St

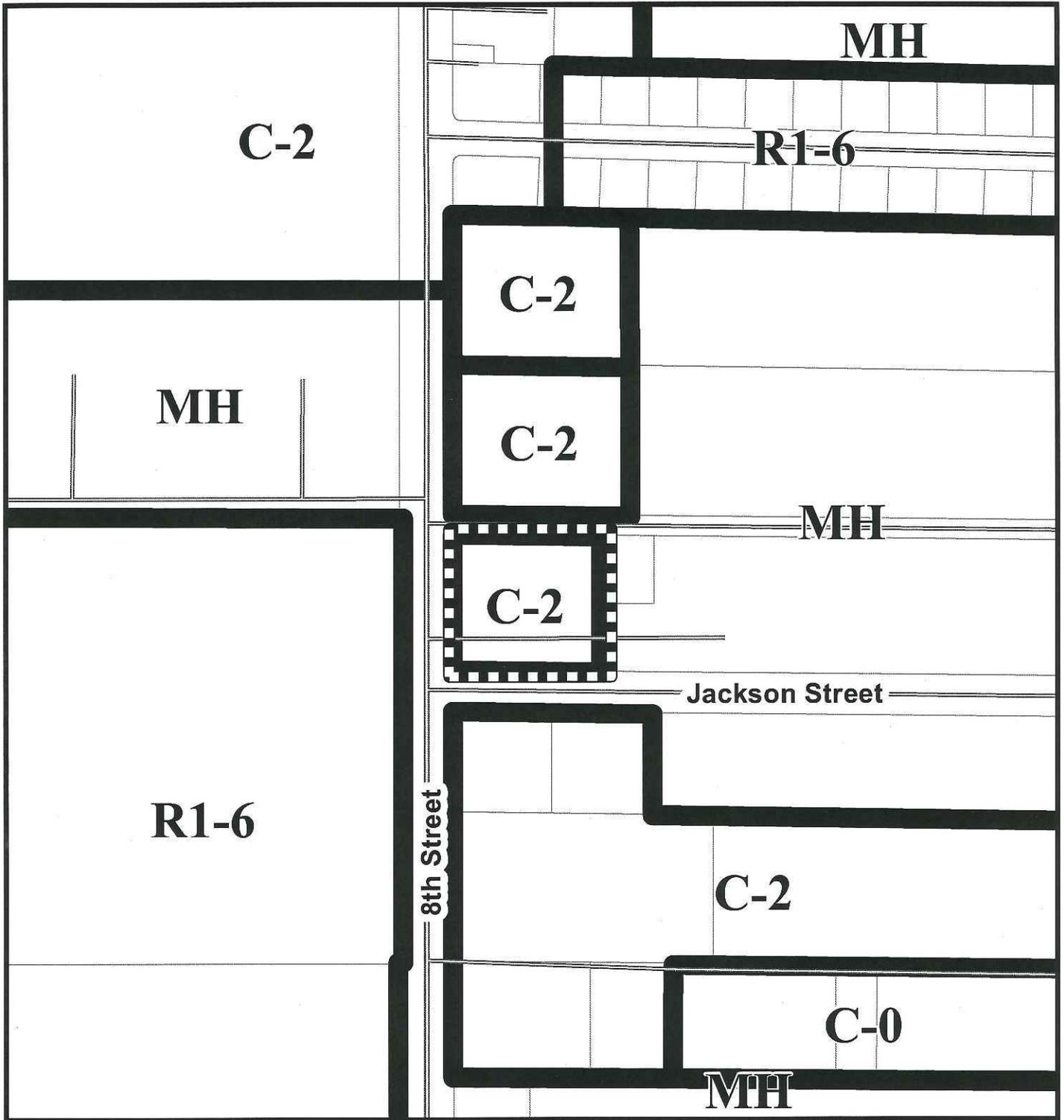
The site is located on the northeast corner of 8th Street and Jackson Street. The building is existing.

A Series 15 Liquor License is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

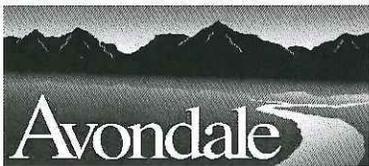
The General Plan designates the property as Commercial. The site is currently zoned Community Commercial (C-2). A social/private club is permitted with conditions within the C-2 zoning district.

Staff recommends approval of this request.

Attachment: 2010 Aerial Photography
Zoning Vicinity Map

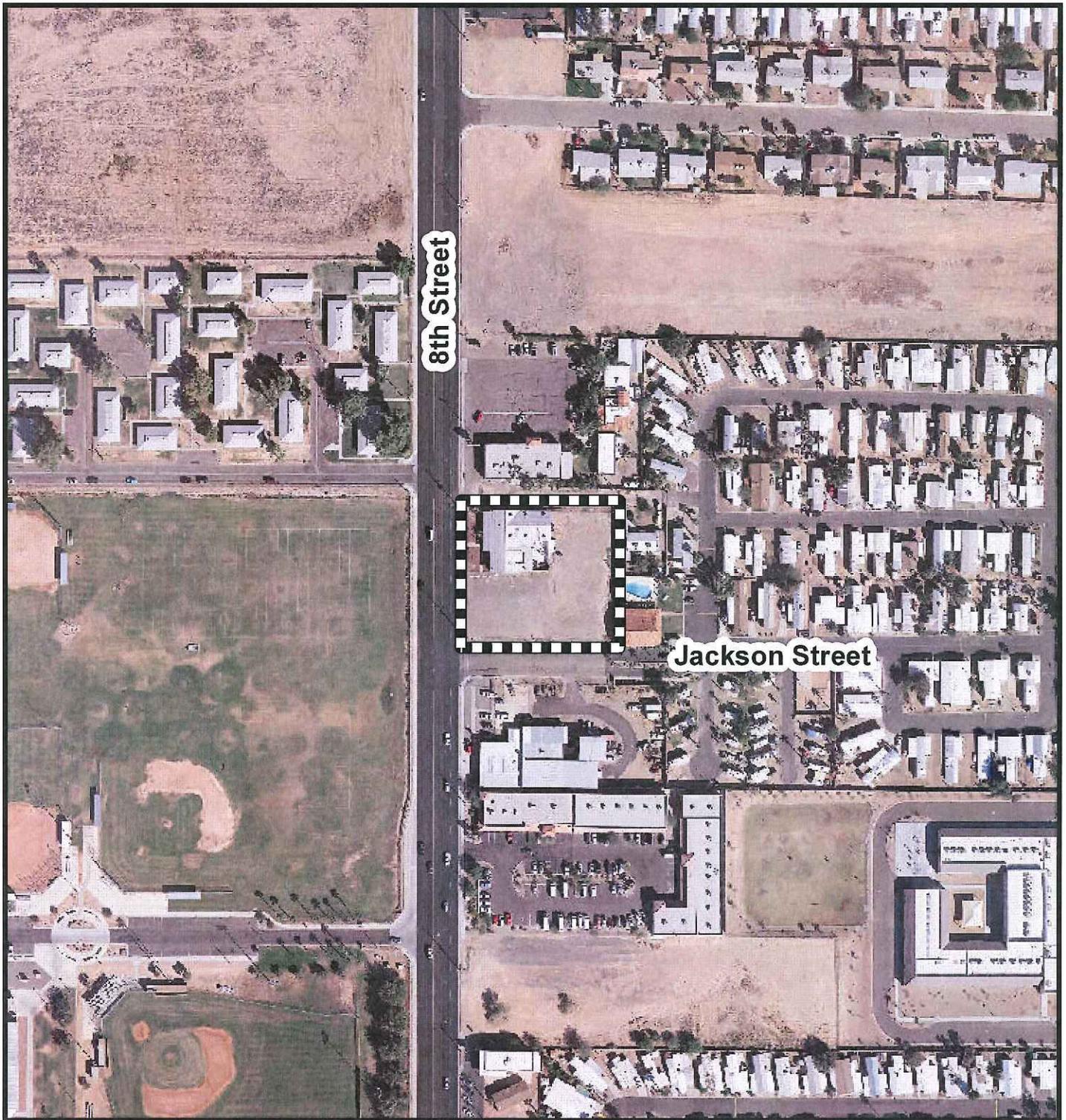


Zoning Vicinity Map

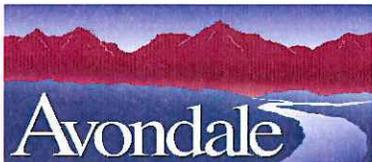


Subject Property



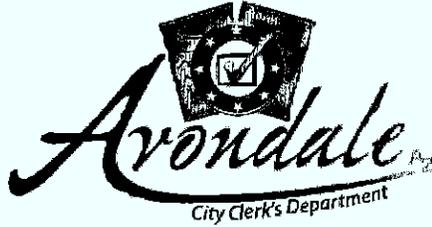


2010 AERIAL MAP



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: WILLIAM B. VEITH

ORGANIZATIONS NAME: RACEWAY ELKS #2852

EVENT ADDRESS: 1015 N. 8TH PLACE

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

PURPOSE OF EVENT: CHRISTMAS DINNER DANCE CHARITABLE FUNDRAISER

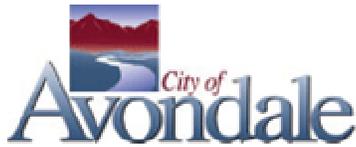
DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Lena B. ...
SIGNATURE
Priv. Tax Auditor
TITLE

9/26/11
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 3, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 26, 2011



CITY COUNCIL REPORT

SUBJECT:

Change Order No. 2 - Construction Contract with CS Construction, Inc.

MEETING DATE:

October 3, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve Change Order No. 2 to the Avondale Boulevard and I-10 Traffic Interchange Improvement (TI) Construction Contract with CS Construction, Inc., authorize the transfer of \$250,000.00 from CIP Street Fund Line Item 304-1001-00-8420, and \$161,137.70 from CIP Street Fund Line Item 304-1265-00-8420 to CIP Street Fund Line Item 304-1152-00-8520 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On June 21, 2010, Council approved a construction contract with CS Construction, Inc. (CS) to construct roadway, wall, bridge widening and traffic signal improvements at the intersection of Avondale Boulevard and I-10 Traffic Interchange. Once complete, a traffic signal at the intersection will be installed and roadway widening and retaining walls will be constructed to improve the overall safety of this intersection.

On March 7, 2011, Council approved Change Order No. 1 with CS for the installation of a 16-inch waterline. This line replaced an aging asbestos concrete pipe (ACP).

DISCUSSION:

Soon after construction began, it was noted that Arizona Department of Transportation (ADOT) has limits on the amount of time an on or off ramp can be closed. This condition was not known by the City at the time the project was bid and the City's IFB did not contain any limits. Therefore, the contractor was lead to believe that a full closure for 90 continuous days would be allowed. Once this was brought to all parties' attention, the approach to the project had to be reevaluated and revised. The ramps had to be constructed half at a time and the contractor had to accelerate the work schedules to accommodate the shorter closure durations. Staff worked with CS and negotiated cost increases to handle this work. The revised schedule resulted in contract delay time as well as added cost to work around live traffic that was not originally anticipated.

Several unforeseen conditions were encountered during construction that were not adequately identified during the design phase. Some of these items were underground and could not be identified beforehand, such as subgrade condition and the condition of the bridge deck below the existing concrete median and barrier. There were also a few items that the design consultant did not include in the bid quantities but had to be done to complete the project, such as SRP relocations and obliterating the concrete pavement cure compound.

With the addition of the above work, the overall schedule for this project has been increased. The contractor has costs that they have requested reimbursement for the extended timeframe. This includes traffic control, equipment, construction management and direct cost.

SCHEDULE:

Change Order No. 2 will extend the original schedule by 154 days. The revised schedule for construction is as follows:

Revised Construction Milestone Dates:

Council Award - June 21, 2010

Construction Began - August 30, 2010

Construction Ends - March 30, 2012

The contractor and staff are making every effort to complete this project ahead of the revised schedule.

BUDGETARY IMPACT:

Staff negotiated with CS on the change order conditions for each item (see attached cost breakdown). Change Order No. 2 is in the amount \$411,137.70. The total revised contract amount is \$5,040,596.63.

Funding for Change Order No. 2 in the amount of \$250,000 is available in CIP Street Fund Line Item 304-1001-00-8420, Buy-In Developer Reimbursement, and \$161,137.70 in CIP Street Fund Line Item 304-1265-00-8420 Dysart/McDowell Intersection Improvements. These amounts are proposed to be transferred to CIP Street Fund Line Item 304-1152-00-8520, Avondale Blvd Bridge Widening North of I-10.

RECOMMENDATION:

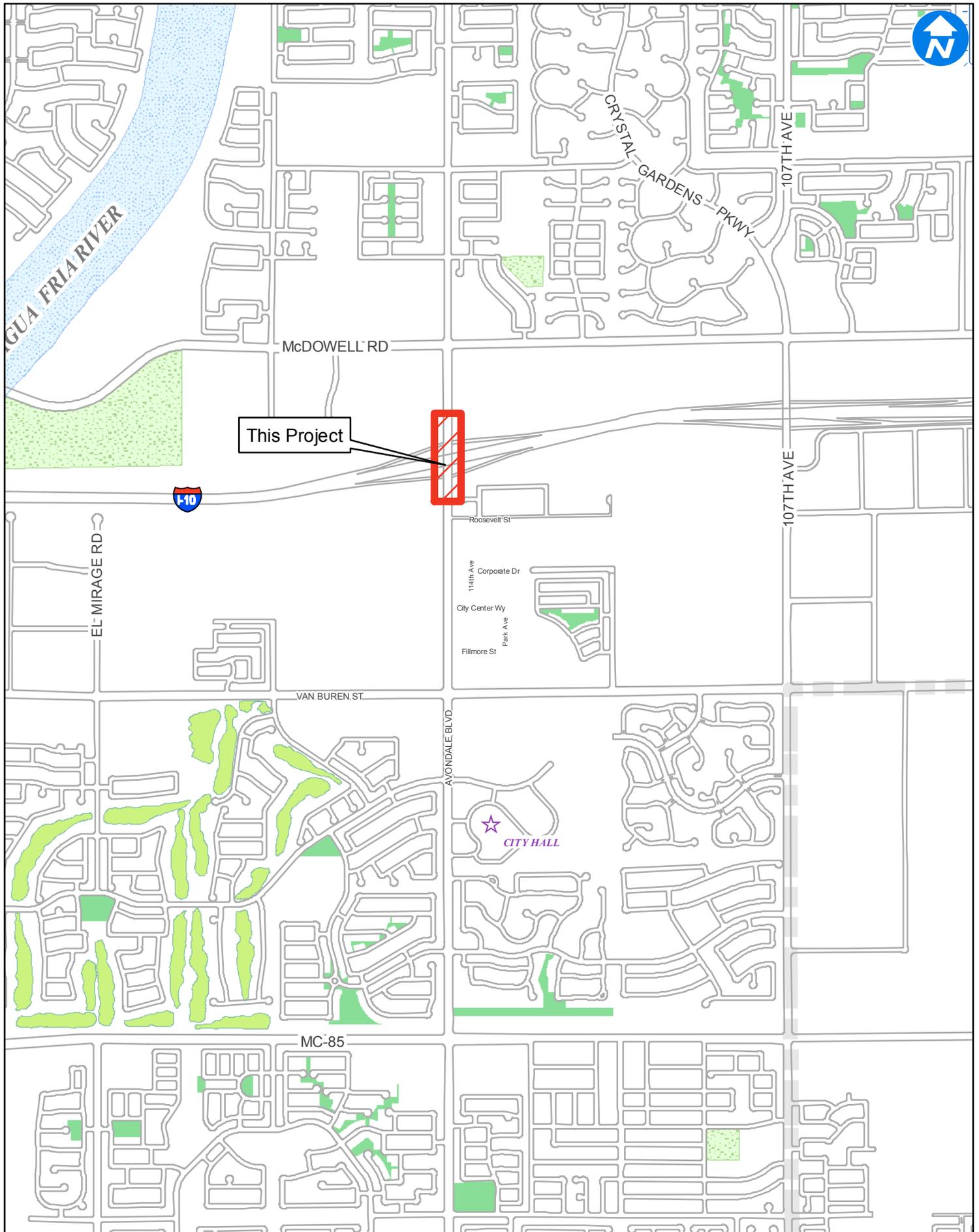
Staff recommends that the City Council approve Change Order No. 2 to the Avondale Boulevard and I-10 Traffic Interchange Improvement (TI) Construction Contract with CS Construction, Inc., authorize the transfer of \$250,000.00 from CIP Street Fund Line Item 304-1001-00-8420, and \$161,137.70 from CIP Street Fund Line Item 304-1265-00-8420 to CIP Street Fund Line Item 304-1152-00-8520 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [Change Order No. 2](#)



This Project



City of Avondale

Avondale Blvd & I-10 TI Improvements

Map Produced by Avondale Water Resources/GIS Division

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE ENGINEERING DEPARTMENT

Project Name: Avondale Blvd & I-10 Traffic Interchange Improvements
City Project No.: ST1152
Design Engineer: URS

CHANGE ORDER NO.: 2 Date: October 3, 2011
Change Order Request No.: 1 Date: March 7, 2011

CONTRACTOR: CS Construction, Inc.

Original Contract Start Date: August 30, 2010
Original Contract Completion Date: August 29, 2011
Revised Contract Completion Date: March 30, 2012

CHANGE ORDER DESCRIPTION: Several items arose during construction that was not included in the original bid. These items include half ramp work, soil cement, and cure obliteration. Also, the overall schedule has lengthened and the contractor is requesting overages to cover these items. Total change order is not to exceed \$411,137.70

REASON FOR CHANGE ORDER: Field conditions and undefined closure durations are the primary cause of these changes.

CONTRACT AMOUNT

Original Contract: \$ 4,162,132.97
Previous C.O.'s: \$ 467,325.96
This Change Order: \$ 411,137.70
Total All C.O.'s: \$ 878,463.66
Revised Contract: \$ 5,040,596.63

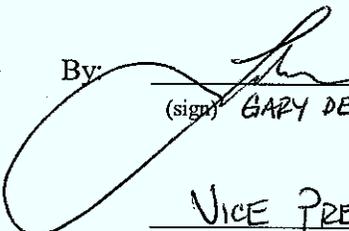
CONTRACT TIME

Original Contract: 365 days
Previous C.O.'s: 60 days
This Change Order: 154 days
Total All C.O.'s: 214 days
Revised Contract: 579 days

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

CONTRACTOR: CS Construction, Inc.

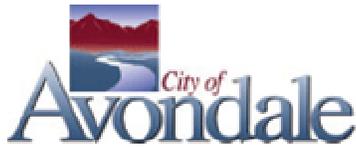
CITY OF AVONDALE:

By:  9/13/11
(sign) GARY DENTON (date)

By: _____
Charles P. McClendon, City Manager (date)

VICE PRESIDENT
Title

Attest: _____
Carmen Martinez, City Clerk (date)



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1470-1011 - Authorizing Acquisition of Property for Public Use

MEETING DATE:

October 3, 2011

TO: Mayor and Council

FROM: Wayne Janis, PE, Public Works Director, (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance authorizing the acquisition of real property located south of the southwest corner of Avondale Boulevard and Lower Buckeye Road for public use relating to the construction of a pressure reduction facility.

BACKGROUND:

On November 22, 2010, City Council approved a Development Agreement with Phoenix International Raceway (PIR). This agreement provided in part for the City to provide water and sewer facilities to serve PIR. Staff has been completing plans to provide this service, including design of a pressure reducing station to be located along Avondale Boulevard.

DISCUSSION:

The water service for PIR will be extended in Avondale Boulevard from Lower Buckeye Road. This line will also serve the recently acquired Rigby Water Company service areas (see attached vicinity map). The ground surface over this length of pipe changes such that a pressure reducing station will be required. Staff has been in discussions with the Pylman Farms to obtain a site for this structure, as it is too large to fit in the existing right-of-way. The site to be utilized is located in what will be future City right-of-way when the property is developed.

To ensure the structure is built outside of the proposed future road improvements, a parcel of real property was required to be donated to the City from Pylman Farms. The owner has agreed to grant the site in exchange for provision for a future water connection should the site development require it. This provision has been made on the plans. An Ordinance is also attached for approval to accept the property.

BUDGETARY IMPACT:

There is no impact to the budget from this ordinance.

RECOMMENDATION:

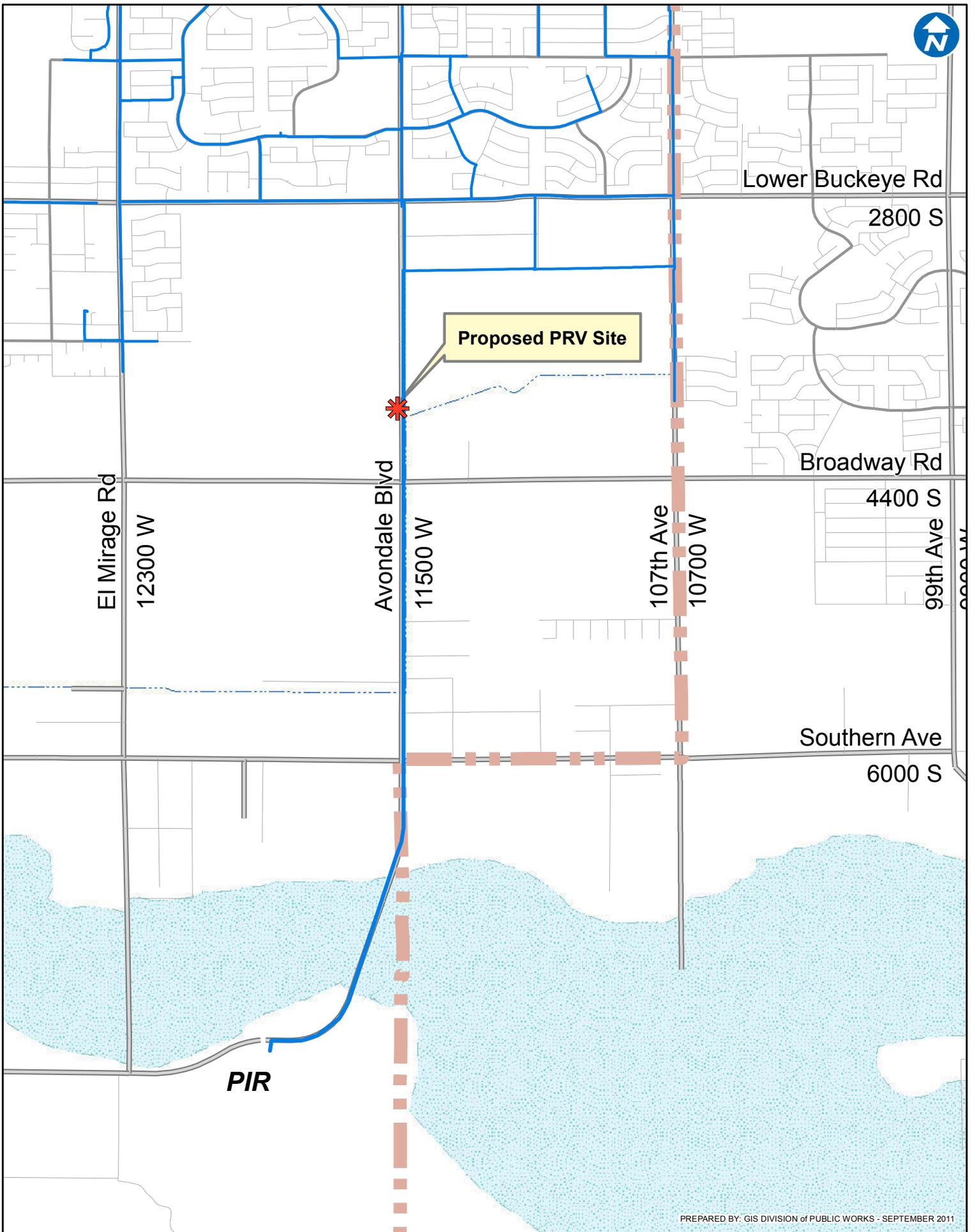
Staff recommends that the City Council adopt an ordinance authorizing the acquisition of real property located south of the southwest corner of Avondale Boulevard and Lower Buckeye Road for public use relating to the construction of a pressure reduction facility.

ATTACHMENTS:

Click to download

[Vicinity Map](#)

[Ordinance 1470-1011](#)



*City of Avondale
PRV Location Map*

ORDINANCE NO. 1470-1011

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE RELATING TO THE CONSTRUCTION OF A PRESSURE REDUCTION FACILITY.

WHEREAS, Article 1, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council has authorized the construction of water and sewer facility improvements along Avondale Boulevard, north of Broadway Road at Lower Buckeye Road (the “Project”), requiring the acquisition of real property where insufficient right-of-way currently exists; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property necessary for the completion of the Project.

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

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

SECTION 2. The acquisition of \pm 0.022 acres of real property, being a portion of Maricopa County Assessor’s Parcel No. 500-66-005A, generally located along Avondale Boulevard, north of Broadway Road, in Avondale, Arizona (the “Acquisition Property”), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, October 3, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1470-1011

[Legal Description and Map of the Acquisition Property]

See following pages.

Legal Description
PRV Site Parcel
(AVONDALE BOULEVARD NORTH OF BROADWAY ROAD)
(PART OF ASSESSOR PARCEL NO. 500-66-005A)

A portion of the north half of the southeast quarter (N1/2,SE1/4) of Section 24, also being a portion of "Parcel no. 2 as described in Instrument no. 1999-0102588 (Silver Bullet Special Warranty Deed) records of Maricopa County Recorders Office, both of which are located in Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, the said portion described as follows:

Commencing at the east quarter corner of said Section 24, being marked with a 3 inch Maricopa County Highway Department brass cap in handhole per Maricopa County Geodetic Densification and Cadastral Survey recorded in book 694, page 38 of maps, records of Maricopa County Records Office, from which, for a bearing reference, a 3 inch Maricopa County Highway Department brass cap in handhole, per said book 694, page 38 of maps, marking the southeast corner of said Section 24, bears South 00° 13' 47" East, 2643.17 feet (Combined Grid to Ground scale factor 1.000124205 applied to grid distance as shown on said book 694, page 38);

Thence along the east line of said Section 24, South 00° 13' 47" East, 1106.59 feet;

Thence leaving said east line, along the south line of the above said Parcel no. 2 as described in said instrument no. 1999-0102588 (Silver Bullet Special Warranty Deed), North 89° 47' 24" West, 33.00 feet to the west line of the east 33.00 feet of said Section 24, also being the POINT OF BEGINNING;

Thence continuing along said south line of Parcel no. 2 of instrument no. 1999-0102588 (Silver Bullet Special Warranty Deed), North 89° 47' 24" West, 32.00 feet to the west line of the east 65.00 feet of said Section 24;

Thence leaving said south line, along said west line of the east 65.00 feet of Section 24, North 00° 13' 47" West, 30.00 feet;

(continued page 2)

Thence leaving said west line, parallel with said south line of said Parcel no. 2, South 89° 47' 24" East, 32.00 feet to the said west line of the east 33.00 feet of Section 24;

Thence leaving said parallel line, along said west line of the east 33.00 feet of Section 24, South 00° 13' 47" East, 30.00 feet to the POINT OF BEGINNING.

Above described parcel contains 960 square feet or 0.022 acres more or less.

Exhibit "MAP" attached and made a part hereon.



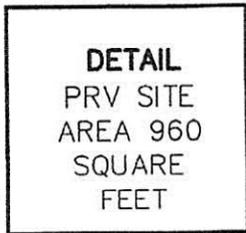
expires 3/31/13

EXHIBIT "MAP"

MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE, EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN—POINT OF COMMENCING

MID-SECTION LINE
SECTION 24

32.00'
S89°47'24"E



POINT OF BEGINNING

N89°47'24"W
32.00'

MARICOPA COUNTY ASSESSORS PARCEL NO. 500-66-005A

N89°47'24"W
33.00'

DESCRIBED PRV SITE PARCEL SEE DETAIL ABOVE LEFT

SOUTH LINE OF PARCEL NO. 2 PER RECORDERS OFFICE INSTRUMENT NO. 1999-0102588 (SILVER BULLET)

MARICOPA COUNTY ASSESSORS PARCEL NO. 500-66-005B

1106.59'
2643.17'

AVONDALE BOULEVARD (ALSO KNOWN AS 115TH AVENUE)

S00°13'47"E

EAST LINE OF SECTION 24

BROADWAY ROAD

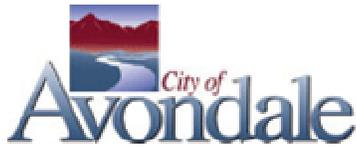
MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE, SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN



EXPIRES 03/31/2013



CRS
CONSULTANT REGISTERED SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382



CITY COUNCIL REPORT

SUBJECT:

Emergency Services Agreement - Phoenix
International Raceway

MEETING DATE:

October 3, 2011

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

PURPOSE:

Staff requests that the Mayor and City Council approve an Emergency Services Agreement with Phoenix International Raceway and a transfer of \$24,000 from the City Contingency Fund to the PIR Activities Fund (101-6360-00-7165) and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

On November 22, 2010 the City entered into a development agreement with Phoenix International Raceway (PIR) which set forth certain requirements, including the obligation to develop a public safety services plan for major race events which was to be memorialized in a separate written agreement between PIR and the City.

The resulting agreement sets forth each party's responsibilities for certain actions and infrastructure improvements related to providing emergency services at PIR for NASCAR sanctioned events or other major events that occur at PIR.

DISCUSSION:

The Emergency Services Agreement will apply to major events, typically racing events, that occur at PIR and establishes a requirement that those events be managed in accordance with the National Incident Management System (NIMS) unified command process. For those events the City agrees to provide the personnel and equipment necessary for the provision of fire and rescue services and to assist Southwest ambulance in the provision of emergency medical services during the event. The City will also complete all pre-event planning to ensure NIMS compliance and to coordinate with the City of Glendale for use of the Unified Command Center.

In return PIR agrees to make certain infrastructure improvements, including an automatic gate providing direct access to the south camping area; provide certain services, including power, phone and dedicated high speed internet access; and reimburse the city for personnel costs and use of the Glendale Unified Command Center at agreed upon rates.

The initial term of the Agreement ends on June 30, 2012 with the option for five successive one year extensions. The City will invoice PIR for event costs within 30 days following completion of an event.

BUDGETARY IMPACT:

Expenses incurred by the City for the provision of emergency services to the event will now be reimbursed by PIR in accordance with a mutually agreed upon staffing model.

For the past three fiscal years the funds necessary to assist in the upgrade and maintenance of the Unified Command Center were allocated in the fire department capital budget. Those costs are more appropriately included in the operating budget. In order to fund those activities in this fiscal year a transfer from the City Contingency Fund to the PIR activities fund in the fire department budget in the amount of \$24,000 will be necessary.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve an Emergency Services Agreement with Phoenix International Raceway and a transfer of \$24,000 from the City Contingency Fund to the PIR activities fund (101-6360-00-7165) and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

 [Agreement](#)

**EMERGENCY SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX INTERNATIONAL RACEWAY**

THIS EMERGENCY SERVICES AGREEMENT (this "Agreement") is entered into as of October 3, 2011 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") 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. The City and PIR entered into a Development Agreement on November 22, 2010 (the "Development Agreement") which set forth certain requirements, including the obligation to develop a public safety services plan for major race events which was to be memorialized in a separate written agreement between the Parties.

B. The Parties agree and understand that the provision of fire services and emergency medical services ("EMS") at a level typically provided by the Avondale Fire Department (fire services and EMS are collectively referred to herein as the "Emergency Services") presents unique challenges at the Phoenix International Raceway.

C. The City and PIR desire to enter into this Agreement to (i) set forth their understandings as to each Party's responsibility for certain actions and infrastructure improvements related to providing Emergency Services at Phoenix International Raceway for a NASCAR sanctioned race event or other race event that could reasonably be expected to attract a daily spectator attendance in excess of 25,000 and including three race days, or such other event agreed to by the Parties (each, a "Major Event") and (ii) establish expectations for future coordination between the City and PIR with respect to the provision of Emergency Services for Major Events.

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 be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to five successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, and (ii) the City and PIR approve the additional one-year term in writing (including any price adjustments as

agreed to by the Parties). The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Avondale Responsibilities.

2.1 In General. The City agrees to provide Emergency Services (with levels of Service/Staffing in accordance with Exhibit B) to PIR during Major Events, as follows:

A. For NASCAR sanctioned Major Events at PIR the City agrees to provide EMS outside the ticketed area perimeter fence line, which shall include the parking areas, RV area and RV camping area to the south of PIR in Estrella Mountain Regional Park, as those areas are shown on Exhibit A, attached hereto and incorporated herein by reference.

B. During Major Events, the City agrees to provide EMS assistance to Southwest Ambulance as necessary in the areas to the east of Cactus Lane (as shown on Exhibit A), which shall include the infield, grandstands, corporate tent area and areas around the grandstands.

C. During Major Events the City agrees to provide on-site fire and rescue coverage for the entire PIR property, with the exception of the track and pit area, for which the City will assist PIR contract personnel on an as-needed basis when requested to do so by PIR personnel.

D. Should an emergency incident for which external resources must be requested through the Valley automatic aid system to assist (a “Significant Event”) occur, the City will (1) assume command of all fire, rescue and EMS resources and activities in accordance with adopted City codes, ordinances and regulations and (2) operate under the National Incident Management System (“NIMS”) Unified Command structure and the normal operating guidelines of the Valley automatic aid system.

E. The City agrees to provide the appropriate inspection personnel necessary throughout a Major Event to enforce all aspects of the currently adopted City of Avondale Fire Code in all venue areas. Permit fees as established by the City will be charged to the responsible entity.

2.2 Operational Responsibilities. The City agrees to provide the following in support of Major Events at PIR:

A. All pre-event agency coordination necessary to comply with the NIMS Unified Command process.

B. A vehicle, or other alternative, of appropriate size, design and technological configuration, with available, appropriate technical support personnel to support an on-site UCC facility for the duration of the Major Event. Specific dates/times

for set-up and demobilization of the UCC are indicated in Exhibit B, attached hereto and incorporated herein by reference.

C. Fire Service command level personnel necessary to staff the fire positions within the UCC.

D. A fully functional temporary fire station, to include necessary emergency dispatch notification capabilities, to be established on the El Mirage Road, north of the north tram road fence line, as depicted on Exhibit A.

E. Fire service apparatus, equipment and personnel necessary to staff fire department emergency response apparatus from the temporary fire station. A deployment model for a typical major race event is outlined in Exhibit B. This deployment may be as determined by the Parties at the pre-event planning meetings.

F. Coordination with Southwest Ambulance to provide a transport ambulance on-site on a 24-hour basis as indicated in Exhibit B.

G. Sufficient 800 mHz radios to equip fire, EMS and law enforcement personnel and appropriate headsets for use in high noise environments, where necessary.

H. An appropriate number of inspectors, as determined by the Fire Chief and Fire Marshal, to facilitate vendor set-up and operation while ensuring vendor compliance with the requirements of the City fire code and payment of applicable permit fees.

3. PIR Responsibilities. PIR agrees to provide necessary infrastructure, operational requirements and other support necessary to provide for adequate Emergency Services coverage during Major Events, and for such other events as deemed necessary by the Parties, as set forth below.

3.1 Infrastructure Improvements.

A. PIR agrees to install keyless, electrically powered, emergency access gates on El Mirage Road at the location as indicated on Exhibit A, to allow emergency vehicle access across Mountain Road (the tram road) to the south camping area in Estrella Mountain Regional Park. The gate will have an appropriate electrical back-up capability.

B. PIR agrees to explore alternatives for creation of a paved area of sufficient size and configuration for the City to operate a temporary fire station to include parking of fire and EMS apparatus and sufficient RV's to house emergency service personnel on a 24-hour basis. PIR also agrees to provide a paved area of sufficient size and configuration for the placement of the Unified Command Center the ("UCC"). Sufficient parking spaces, either paved or unpaved, will be provided for both the temporary fire station and UCC for the parking of personal vehicles for on-duty personnel. See Exhibit A for the temporary fire station and UCC locations.

3.2 PIR Operational Responsibilities. PIR agrees to provide the following in support of Major Events:

A. Appropriate credentials for on-duty Emergency Service personnel for full facility access.

B. Necessary recreational vehicles or trailers in the temporary fire station area to appropriately house the personnel assigned to the temporary fire station. These will include at a minimum, RVs or trailers of sufficient size to comfortably sleep up to nine fire personnel. Bunks/beds must be of a sufficient size to accommodate average adults and each bunk/bed may be utilized by only one person. Individual Bunks/beds cannot be shared. Units will be equipped with adequate restroom and kitchen facilities.

C. All RVs and/or trailers will be in place and fully functional on the day scheduled for the temporary fire station set-up.

D. Electrical supply mechanism to appropriately power the temporary fire station housing units and the UCC.

E. If generators are utilized to provide electrical power, appropriate assistance for setup and initial connection, in addition to daily service/maintenance.

F. Necessary arrangements to resupply on-board water and maintain the black water system on RVs or trailers assigned to the fire station and UCC (if necessary) on a daily priority basis.

G. Portable restrooms in an appropriate number and configuration, as determined jointly by the Parties, to support the personnel located at the UCC.

H. Appropriate arrangements to fully service the portable restrooms on a daily basis.

I. Appropriate fencing around the temporary fire station area (three sides) to impede pedestrian flow through the area and the UCC area (all four sides) to create a secure operating area.

J. Dedicated high speed internet access via a hard line cable connection to support UCC data operations.

K. A minimum of four telephone land lines to support UCC routine phone operations.

L. One golf cart to support UCC operations.

M. If PIR makes arrangements to feed its personnel assigned to the UCC for a Major Event, PIR will also feed the City's staff assigned to the UCC; the specific number of personnel to be fed each day will be coordinated with the City's designated logistics officer at the beginning of the Major Event week.

N. At PIR's sole cost and expense, a fire/EMS communications supervisor and a communications technical specialist to assist in setting up the UCC, the fire station dispatch system and the Emergency Services communications system on the set-up and ops check days indicated in Exhibit B. Such supervisor and specialist are not City employees, contractors, agents or anyone for whom the City is responsible and the costs for these personnel are not included in the cost model set forth in Exhibit B.

O. At PIR's sole cost and expense, once the UCC is operational, a communications supervisor and sufficient dispatchers to support the Unified Command concept. A minimum suggested staffing level is set forth on Exhibit C, attached hereto and incorporated herein by reference. Such supervisor and dispatchers are not City employees, contractors, agents or anyone for whom the City is responsible and the costs for these personnel are not included in the cost model set forth in Exhibit B.

4. Mutual Responsibilities. The Parties agree that all Major and/or Significant Events occurring at the facility will be addressed in accordance within a Unified Command structure and operate under NIMS.

4.1 Event Planning. The parties mutually agree to include each other in any pre-event planning meetings which may have an impact on Emergency Service operations, including all event command planning processes.

4.2 Pre-event Meeting. The Parties jointly agree to conduct a specific initial pre-event meeting to discuss Emergency Service operations at least three months prior to a Major Event to determine staffing needs, mobilization/demobilization schedules, and other operational issues. Other emergency service entities will be included in this meeting if determined by the Parties to be appropriate.

5. Compensation.

5.1 Emergency Services Costs. PIR agrees to compensate the City for Emergency Services costs associated with Major Events according to the staffing model set forth in Exhibit B, which provides a staffing model for a typical Major Event utilizing a blended average personnel cost model. PIR's cost shall not exceed \$33,318 for a typical Major Event based on the staffing model shown in Exhibit B. If the Parties agree to a different staffing model, the not-to-exceed cost shall be adjusted accordingly.

5.2 Unified Command Center Costs. Included within the not-to-exceed cost set forth in Subsection 5.1 above are the costs associated with use of the UCC, based on actual costs expended for repairs or technology upgrades in a total amount not to exceed \$12,000 per Major Event. For the purposes of 5.1, two Major Events are anticipated. Should more events

occur within the same year, PIR shall pay the City an amount up to \$12,000 for each such occurrence.

5.3 Invoice. The City agrees to invoice PIR for Emergency Services costs including UCC costs within 30 days following completion of the Major Event.

5.4 Payment. PIR agrees that Emergency Service invoices (with included UCC costs) will be paid within 30 days of receipt.

6. General Provisions.

6.1 Independent Contractor. The Parties acknowledge and agree that their obligations under this Agreement are being fulfilled as independent contractors of one another, and not as employees or agents of the other Party. Neither Party's employees and subcontractors are entitled to workers' compensation benefits from the other Party. Neither Party has the authority to supervise or control the actual work of the other Party, its employees or subcontractors. The City and PIR do not intend to nor will they combine business operations under this Agreement.

6.2 Laws and Regulations. Both Parties shall keep fully informed and shall at all times during the performance of their respective duties under this Agreement ensure that they and any person for whom they are responsible remain in compliance with all rules, regulations, ordinances, statutes or laws affecting the Emergency Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration ("OSHA") standards.

6.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into such amendment on behalf of the City and PIR, respectively.

6.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement, whether such law is required by a Federal, State, County or other entity with authority over the City, but not including the City, will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

6.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

6.6 Relationship of the Parties. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

6.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

6.8 Assignment. No right or interest in this Agreement shall be assigned by PIR without prior, written permission of the City signed by the City Manager and no delegation of any duty of PIR shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by PIR in violation of this provision shall be a breach of this Agreement by PIR.

6.9 Subcontracts. No subcontract shall be entered into by either Party with any other party to complete its performance specified herein without the prior written approval of the other Party. Each Party is responsible for performance under this Agreement whether or not subcontractors are used.

6.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by either Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the other party from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of such Party's to insist upon the strict performance of this Agreement.

6.11 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

6.12 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 West 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 East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
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 subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6.13 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement and the Exhibits hereto, the Agreement shall govern.

[SIGNATURES ON FOLLOWING PAGES]

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

“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 _____, 2011, 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

(affix notary seal here)

“PIR”

PHOENIX SPEEDWAY CORP.,
a Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by
_____, as _____ of PHOENIX SPEEDWAY CORP., a
Delaware corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

(affix notary seal here)

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

[Location Map]

See following page.

Exhibit A

PHOENIX INTERNATIONAL RACEWAY

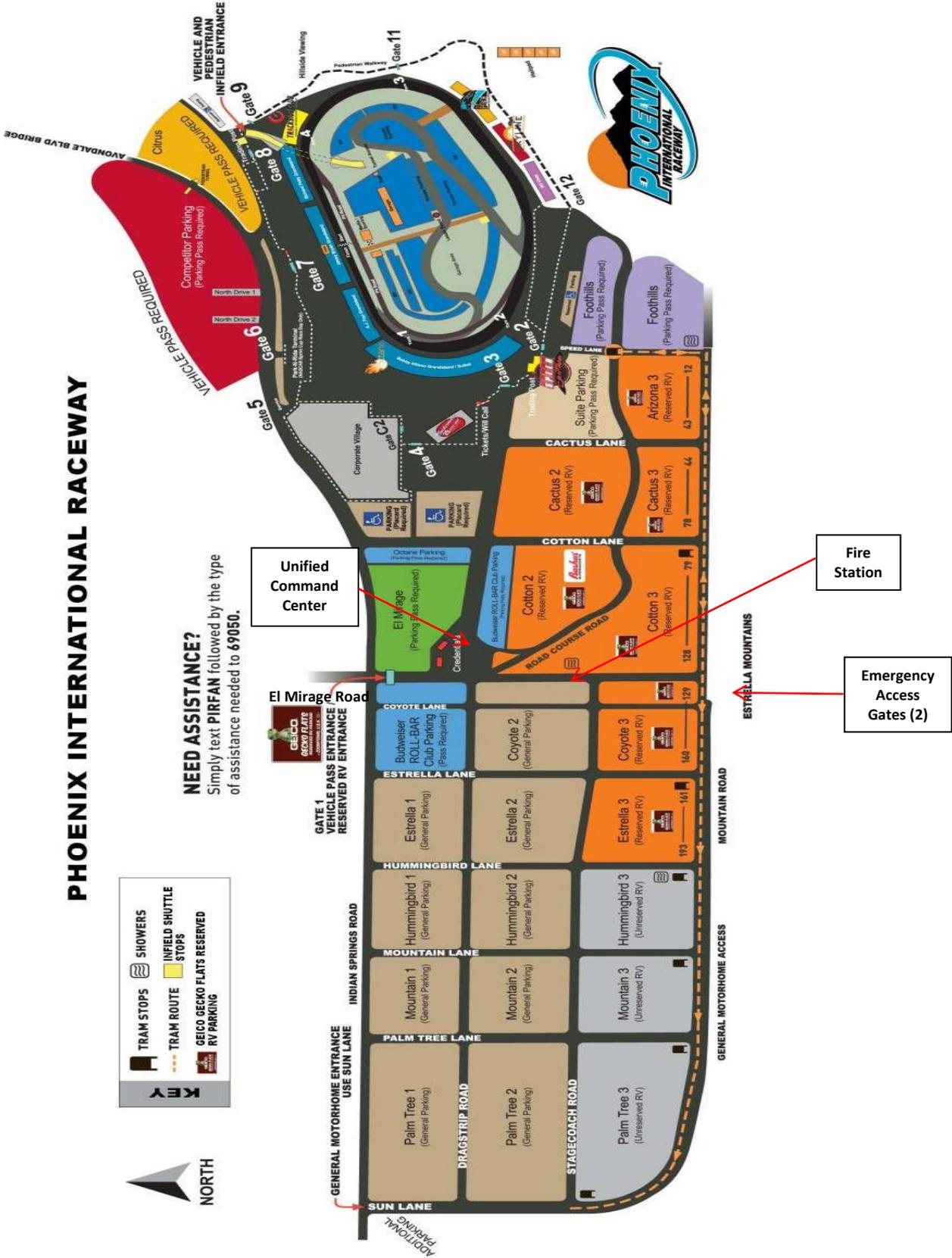


EXHIBIT B
TO
EMERGENCY SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX SPEEDWAY CORP.

[Deployment Model]

See following page.

Exhibit B

Fire Station Deployment Model (Typical Race) *

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Race Day	Sunday Race Day	Monday	Unit Cost
UCC	Set-up	Ops Checks	Operational 0800					Demob 1200	\$12,000
Station		Set-up	Operational 0800					Demob 1200	\$1,350
Engine ¹					Staffed	Staffed	Staffed		\$9,216
Brush ²			Staffed	Staffed	Staffed	Staffed	Staffed		\$7,680
Cub Cadets (2) ³						Staffed	Staffed		\$3,072
Shift Cmdr. ⁴					Staffed	Staffed	Staffed		\$0
Transport Ambulance					On-site	On-site	On-Site		\$0
Daily Cost	\$12,000	\$675	\$1,536	\$1,536	\$4,608	\$6,144	\$6,144	\$675	\$33,318

*Costs figures are estimated based on a blended average salary – fire station positions are filled on a 24-hour basis. This deployment model may be adjusted as determined jointly by the Parties at the pre-event planning meeting.

¹ Engine company: One captain, one engineer, two firefighters – at least two of the four must be paramedics at a daily cost of \$3,072.

² Brush truck: One engineer, one firefighter – at least one of the two must be a paramedic, at a daily cost of \$1,536.

³ Quick response cub cadets (2): One paramedic firefighter each, at a daily cost of \$768 each.

⁴ Shift Commander: One battalion chief at no charge.

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

[Communications Supervisors / Dispatchers]

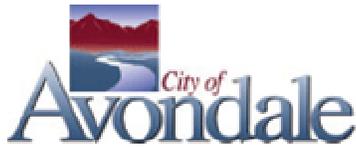
See following page.

Exhibit C

Communications Supervisors / Dispatchers (Typical November Race) *

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Race Day	Sunday Race Day	Monday
Fire / EMS Comm Supervisor			0900 - 2300	0900 - 2300	0900 - 2300	0900 - 2300	0900 - 2300	
Fire/ EMS Dispatcher			One 0800 - 0800	One 0800 - 0800	Two 0900 - 2300 One 2300 - 0900	Two 0900 - 2300 One 2300 - 0900	Two 0900 - 2300 One 2300 - 0900	
Law Enf Operations Coordinator			0900 - 2300	0900 - 2300	0900 - 2300	0900 - 2300	0900 - 2300	
Law Enf Dispatcher			One 0800 - 0800	One 0800 - 0800	Two 0900 - 2300 One 2300 - 0900	Two 0900 - 2300 One 2300 - 0900	Two 0900 - 2300 One 2300 - 0900	
SW Amb Operations Coordinator					0900 - 2300	0900 - 2300	0900 - 2300	
PIR Services Coordinator					0900 - 2300	0900 - 2300	0900 - 2300	

*suggested minimum staffing requirements



CITY COUNCIL REPORT

SUBJECT:

Designation of Voting Delegates for NLC Annual Business Meeting

MEETING DATE:

October 3, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will designate a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held at the conclusion of the Congress of Cities in Phoenix, Arizona on November 12, 2011.

BACKGROUND:

The National League of Cities Annual Business Meeting will be held at the conclusion of the Congress of Cities and Exposition in Phoenix, Arizona on Saturday, November 12, 2011.

Based on population as of the 2000 Census, the City of Avondale is entitled to cast one vote at the meeting. The NLC bylaws require that voting delegates be officially designated by the City Council in order to be eligible to cast the City's vote at the meeting.

DISCUSSION:

Due to the fact that the Congress of Cities and Exposition will be held in Phoenix this year, the Mayor and several council members will be in attendance. It will therefore be appropriate for the Council to accept nominations and vote to appoint one primary and one alternate voting delegate.

RECOMMENDATION:

Staff is recommending that the Council nominate and appoint a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held at the conclusion of the Congress of Cities in Phoenix, Arizona on November 12, 2011.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
October 3, 2011

TO: Mayor and Council
FROM: Andrew McGuire, City Attorney (602) 257-7664
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i) negotiations for a potential Economic Development Agreement

ATTACHMENTS:

[Click to download](#)

No Attachments Available