CITY COUNCIL AGENDA

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

WORK SESSION
September 17, 2012
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 LITTLETON ELEMENTARY SCHOOL DISTRICT PRESENTATION

Dr. Roger Freeman, Superintendent will provide information on the Littleton Elementary School District on the strengths, successes and aspirations of the District and how the City of Avondale can support the educational system. For information and discussion only.

3 ADJOURNMENT

Respectfully submitted,

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:
Littleton Elementary School District Presentation

MEETING DATE:
September 17, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The City Council will hear about the strengths, successes and aspirations of the Littleton Elementary School District and discuss how the City of Avondale can support the educational system.

BACKGROUND:

The quality of the educational system and perceptions of the school districts have a direct impact on the success of the community. In addition to preparing children to enter the workforce, it also impacts the overall desirability of the community from a real estate and development perspective. This item is part of an ongoing dialogue with school district officials and other stakeholders on the educational system. The goal is to understand the strengths and opportunities within each district and to begin a discussion on how to strengthen partnerships with the schools and celebrate their strengths.

DISCUSSION:

The Littleton Elementary School District (Littleton) covers nearly thirty square miles and extends from McDowell Road south across the Gila River to Phoenix International Raceway and lies between the Agua Fria River and 99th Avenue. Littleton will clelebrate its centennial during the 2012-13 school year.

Littleton is one of four elementary school districts within the Avondale municipal boundaries. The attached map include the attendance areas for the six elementary schools and administrative office which include Collier, Country Placė, Estrella Vista, Littleton, Quentin and Tres Rios. Underdown Learning Center is co-located with the administrative offices. Littleton enjoys a rich history in the community, strong schools and award-winning staff. Vice Mayor Karlin is the current City Council liaison to Littleton.

BUDGETARY IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

This item is for information only.

ATTACHMENTS:

Click to download

- Littleton Elementary Schools and Attendance Areas

2012-13 SCHOOL ATTENDANCE AREAS

Collier ES
350 South 118th Avenue, AVONDALE
AZ 85323

Country Place ES
10207 West Country Place, TOLLESON
AZ 85353

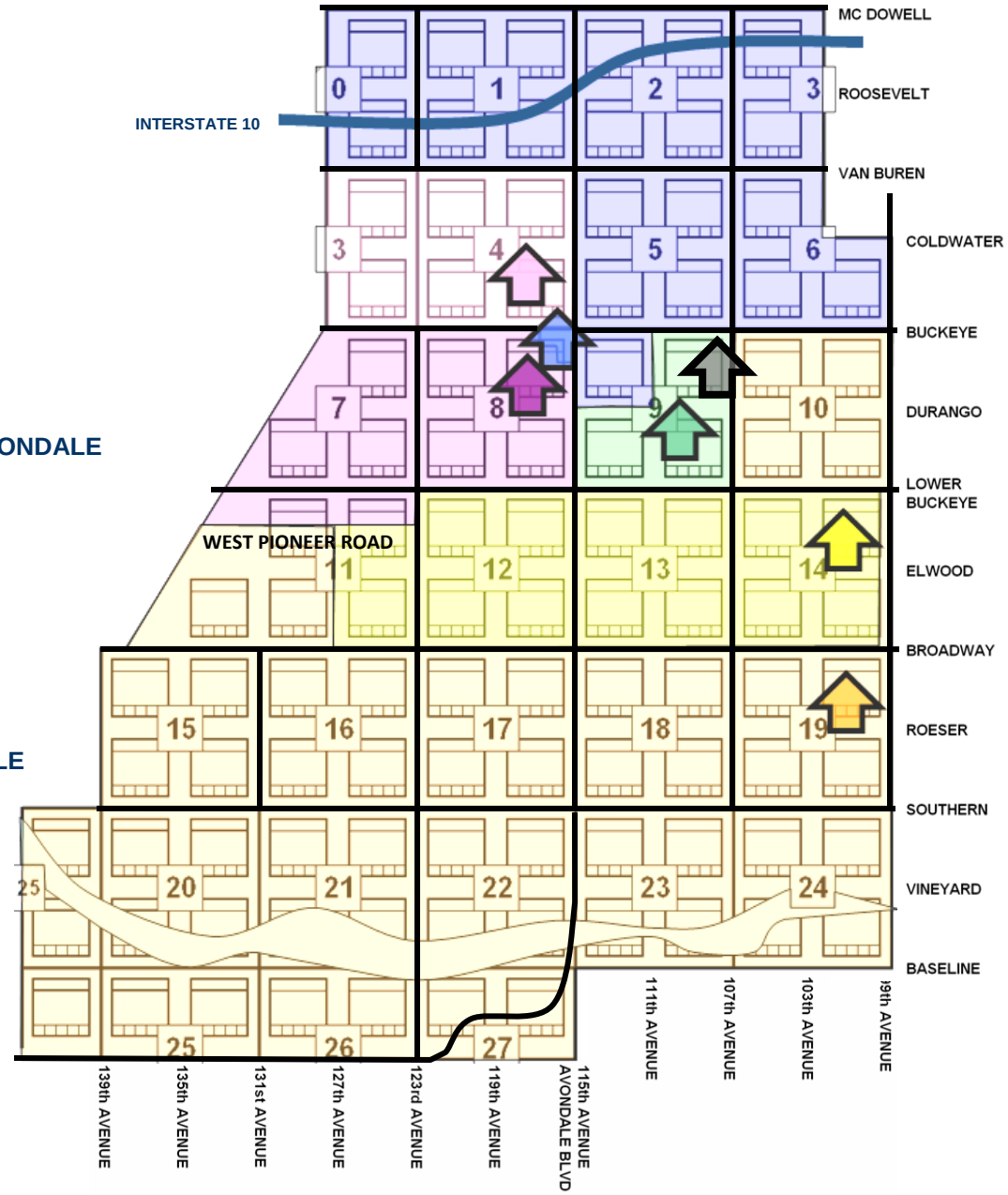
Estrella Vista ES
11905 West Cocopah Circle North, AVONDALE
AZ 85323

Littleton
1252 South Avondale Blvd., AVONDALE
AZ 85323

Quentin ES
11050 West Whyman Avenue, AVONDALE
AZ 85323

Tres Rios ES
5025 South 103rd Avenue, TOLLESON
AZ 85353

Underdown LC
1642 South 107th Avenue, AVONDALE
AZ 85323 – SPECIAL PROGRAMS
1600 South 107th Avenue, AVONDALE
AZ 85323 – DISTRICT OPERATIONS



CITY COUNCIL AGENDA

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

REGULAR MEETING
September 17, 2012
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 CITY MANAGER'S REPORT

a. **New Employee Introduction - Stephanie Small, Family Services Manager**

3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. **Resolution 3069-912 - Honoring Detective Edmon Breshears**

b. **Resolution 3070-912 - Honoring Sergeant Jerry Davis**

c. **Resolution 3071-912 - Honoring Detective Christopher Medaglia**

4 UNSCHEDULED PUBLIC APPEARANCES

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

5 CONSENT AGENDA

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

a. **APPROVAL OF MINUTES**
1. Work Session of August 6, 2012
2. Regular Meeting of August 6, 2012

b. **LIQUOR LICENSE TEMPORARY EXTENSION OF PREMISES - HENRY'S JACKS PLACE**
City Council will consider a request from Ms Carmen Beltran for a Temporary Extension of Premises to the Series 6 Bar License to sell all spirituous liquors at Henry's Jacks Place located at 613 E Western Avenue in Avondale to be used in conjunction with a Retirement Party event on October 20, 2012. The Council will take appropriate action.

c. **COOPERATIVE PURCHASING AGREEMENT - PREMIER, INC.**
City Council will consider a request to approve a cooperative purchasing agreement with Premier, Inc. to provide food products and services in the amount not to exceed $103,000 annually and $515,000 over the entire length of the contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE - FARMERS MARKET SUPPORT SERVICES, LLC

City Council will consider a request to approve Amendment No. 1 to the non-exclusive license with the Farmers Market Support Services, LLC to hold a monthly farmer's market at Friendship Park and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

e. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - KRML-KRN 2 "DI" 4, L.L.C.

City Council will consider a request to approve the first amendment to the Professional Services Agreement with KRML-KRN 2 "DI" 4, L.L.C. to extend the term of the agreement and revise the hours of operation and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 3072-912 - AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR THE ZOOM NEIGHBORHOOD CIRCULATOR

City Council will consider a resolution approving an amendment to the Intergovernmental Agreeement with the Regional Public Transportation Authority for the operation of the Zoom Neighborhood Circulator and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 3073-912 - INTERGOVERNMENTAL AGREEMENT WITH REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR ADA PARATRANSIT SERVICE

City Council will consider a Resolution approving an Intergovernmental Agreement with the Regional Public Transportation Authority relating to ADA paratransit services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION - CANVASS OF VOTES OF THE AUGUST 28, 2012 ELECTION

City Council will consider a resolution canvassing the results of the August 28, 2012 Election. The Council will take appropriate action.

6 PUBLIC HEARING – ZONING EXTENSION FOR AVONDALE GATEWAY CENTER PAD (PL-12-0153)

City Council will hold a public hearing and consider a request by Mr. Marcos Ergas, The Ergas Group, for a one year extension of PAD zoning for Avondale Gateway Center, located on approximately 84 acres of land at the southwest corner of 107th Avenue and Interstate 10. The Council will take appropriate action.

7 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR A NEW PERSONAL WIRELESS SERVICE FACILITY FOR VERIZON WIRELESS PHOENIX COLDWATER SPRINGS (PL-12-0137)

City Council will consider a request by Mr. Michael J. Campbell for approval of a Conditional Use Permit for a new Personal Wireless Service Facility, which includes a 65' high monopole, on a 21' by 45' leased area within the approximately 5.88 acre City water booster station at Coldwater Springs. The Council will take appropriate action.

8 UPDATE ON RESIDENT APPRECIATION/GAIN NIGHT 2012

City Council will receive an update regarding the plans for the upcoming annual Resident Appreciation/GAIN Night, scheduled for Friday, Oct. 12, 2012. For information only.

9 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
City Clerk

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RESOLUTION NO. 3069-912

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING DETECTIVE EDMON BRESHEARS FOR TWENTY-ONE YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on January 3, 1991, Detective Edmon Breshears began his career with the City of Avondale as a Police Officer; and

WHEREAS, Detective Breshears served the City as a Police Officer, and most recently as a Detective; and

WHEREAS, fellow employees have embraced Detective Breshears as a friend; and

WHEREAS, Detective Breshears has demonstrated integrity and professionalism to all customers and has faithfully served the City during periods of transition and growth; and

WHEREAS, the Council of the City of Avondale wishes to express its appreciation for his hard work, dedication and years of service and to honor Detective Edmon Breshears on the occasion of his retirement after twenty-one years of exemplary service to the citizens of Avondale.

NOW, **THEREFORE**, **BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Detective Edmon Breshears for his twenty-one years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, September 17, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

RESOLUTION NO. 3070-912

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING SERGEANT JERRY DAVIS FOR FIFTEEN YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on March 10, 1997, Sgt. Jerry Davis began his career with the City of Avondale as a Police Officer; and

WHEREAS, Sgt. Davis served the City as a Police Officer, and most recently as a Sergeant; and

WHEREAS, fellow employees have embraced Sgt. Davis as a friend; and

WHEREAS, Sgt. Davis has demonstrated integrity and professionalism to all customers and has faithfully served the City during periods of transition and growth; and

WHEREAS, the Council of the City of Avondale wishes to express its appreciation for his hard work, dedication and years of service and to honor Sgt. Jerry Davis on the occasion of his retirement after fifteen years of exemplary service to the citizens of Avondale.

NOW, **THEREFORE**, **BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Sgt. Jerry Davis for his fifteen years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, September 17, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

RESOLUTION NO. 3071-912

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING DETECTIVE CHRISTOPHER MEDAGLIA FOR TWENTY-THREE YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on September 1, 1989, Detective Christopher Medaglia began his career with the City of Avondale as a Police Officer; and

WHEREAS, Detective Medaglia served the City as a Police Officer, and most recently as a School Resource Detective; and

WHEREAS, fellow employees have embraced Detective Medaglia as a friend; and

WHEREAS, Detective Medaglia has demonstrated integrity and professionalism to all customers and has faithfully served the City during periods of transition and growth; and

WHEREAS, the Council of the City of Avondale wishes to express its appreciation for his hard work, dedication and years of service and to honor Detective Christopher Medaglia on the occasion of his retirement after twenty-three years of exemplary service to the citizens of Avondale.

NOW, **THEREFORE**, **BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Detective Christopher Medaglia for his twenty-three years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, September 17, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1800070.1

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
September 17, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Work Session of August 6, 2012
2. Regular Meeting of August 6, 2012

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License Temporary Extension of Premises - Henry's Jacks Place

MEETING DATE:
September 17, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request from Ms Carmen Beltran for a Temporary Extension of Premises to the Series 6 Bar License to sell all spirituous liquors at Henry's Jacks Place located at 613 E Western Avenue in Avondale to be used in conjunction with a Retirement Party event on October 20, 2012.

DISCUSSION:

Staff has received an application from Ms Carmen Beltran for a Temporary Extension of Premises to the Series 6 Bar License to sell all spirituous liquors at Henry's Jacks Place. The establishment was first licensed in 1977 and has since applied and been granted a few temporary extension of premises.

The Development Services, Finance and Police Departments have reviewed the application and are recommending approval of the application. The Fire Department is recommending approval of the application subject to the following stipulations which the applicant has agreed to comply with:

1. Gates must be 44" wide (with exit signage 6" letter) and must swing out. Gates shall not be obstructed inside or outside. Locks are prohibited on gates. If you want to maintain security at the gates please assign security personnel to each gate.
2. The use of open flames, propane gas, tents, or canopies requires written Fire Department approval in advance.
3. Contact the Fire Department at 623-333-6000 (Monday -Thursday 7:00AM - 6:00PM) before the event to schedule an inspection of the fence once it's set up.

RECOMMENDATION:

Staff is recommending approval of an application submitted by Ms Carmen Beltran for a Temporary Extension of Premises to the Series 6 Bar License to sell all spirituous liquors at Henry's Jacks Place located at 613 E Western Avenue in Avondale to be used in conjunction with Retirement Party event on October 20, 2012.

ATTACHMENTS:

Click to download

- Application
- Department Review

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☐ Permanent change of area of service – List specific purpose for change: _____

☒ Temporary change for date(s) of: 10 / 19 / 2012 through 10 / 21 / 2012 List specific purpose for change: Retirement Party 10-20-2012

1. Licensee's Name: Beltran Carmen G.
2. Mailing Address: _____ City State Zip
3. Business Name: Henry's Jacks Business LLC LICENSE #: 06070035
4. Business Address: 613 E Western Ave. Avondale Maricopa AZ 85323 (City COUNTY State Zip)
5. Business Phone: (623) 932-0190 Residence Phone: ____
6. Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO Fax #: (623) 925 9065
7. Have you received approved Liquor Law Training? ☐ NO ☒ YES If so, when does your Certificate expire? 11 / 8 / 2014
8. What security precautions will be taken to prevent liquor violations in the extended area? Security Guards
9. Does this extension bring your premises within 300 feet of a church or school? ☒ YES ☐ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

******After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

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

_____ _____ _____
(Authorized Signature) (Title) (Agency)

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

x Carmen G. Beltran (Signature of Owner or Agent)

State of Arizona County of Maricopa
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
30 August 2012
Day Month Year

My commission expires on: 3/15/2014

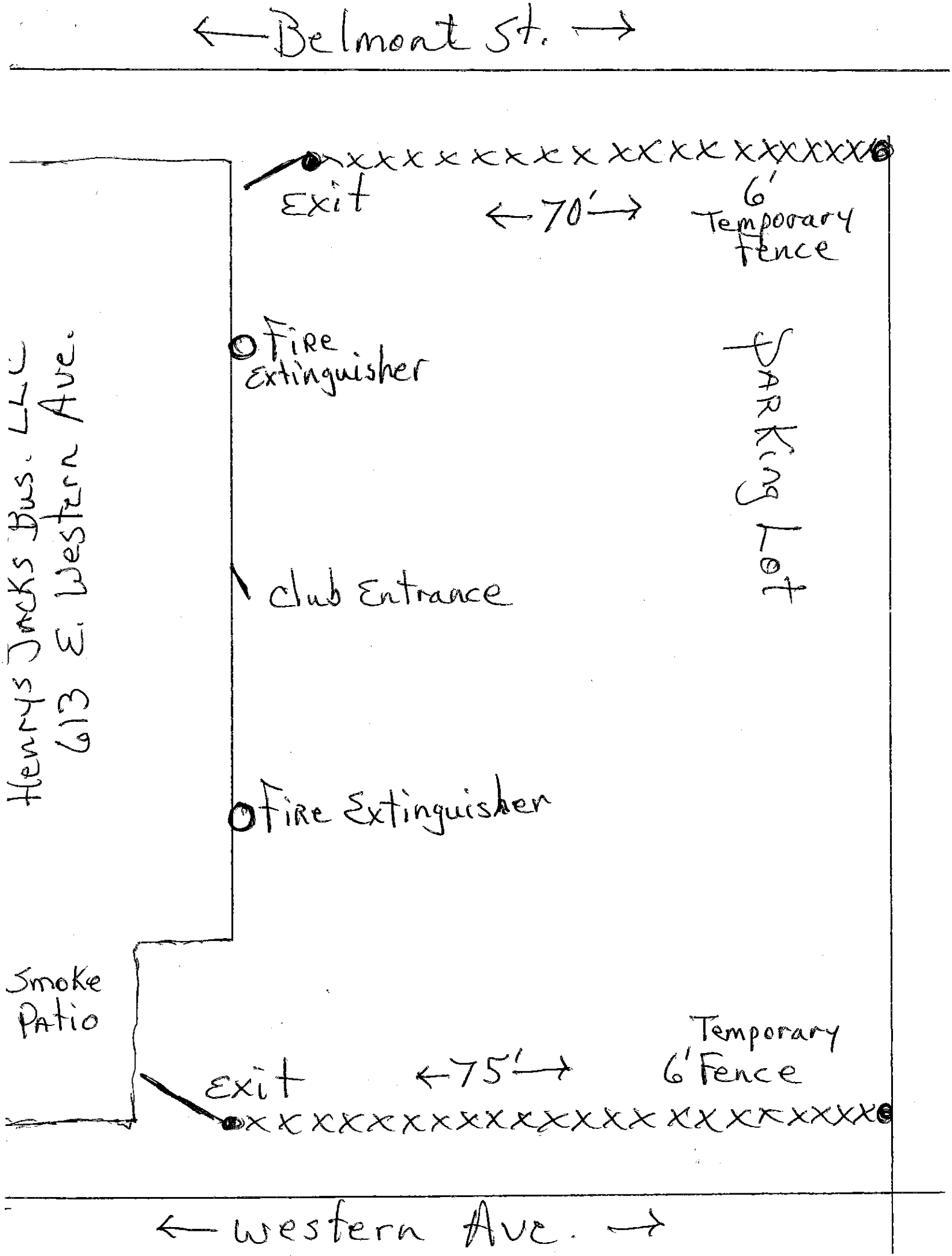
CLARENCE J. AMES, JR.
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: February 15, 2014

(Signature of NOTARY PUBLIC)

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

Director Signature required for Disapprovals _____ Date: __/__/__

2/8/2012 *Disabled individuals requiring special accommodation, please call the Department(602) 542-9027.


← Belmont St. →
Exit
← 70' →
6' Temporary Fence
Fire Extinguisher
Parking Lot
Henry's Jacks Bus. LLC
613 W. Western Ave.
Club Entrance
Fire Extinguisher
Smoke Patio
Exit
← 75' →
Temporary 6' Fence
← Western Ave. →

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ EXTENSION OF PREMISES

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: CARMEN G. BELTRAN

BUSINESS NAME: HENRY'S JACK'S BUSINESS LLC

BUSINESS ADDRESS: 613 E. WESTERN AVE.

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

PURPOSE OF EVENT: TEMPORARY EXTENSION OF PREMISES FOR RETIREMENT PARTY

DEPARTMENTAL COMMENTS:

■ **APPROVED**
☐ **DENIED**

SIGNATURE

ASSISTANT POLICE CHIEF
TITLE

09051?
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 17, 2012

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT.5, 2012

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ EXTENSION OF PREMISES

ROUTING:

☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: CARMEN G. BELTRAN

BUSINESS NAME: HENRY'S JACK'S BUSINESS LLC

BUSINESS ADDRESS: 613 E. WESTERN AVE.

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

PURPOSE OF EVENT: TEMPORARY EXTENSION OF PREMISES FOR RETIREMENT PARTY

DEPARTMENTAL COMMENTS:

CONDITIONALLY APPROVED BASE ON THE FOLLOWING:

1. GATES MUST BE 44" WIDE (WITH EXIT SIGNAGE 6"LETTER) AND MUST SWING OUT. GATES SHALL NOT BE OBSTRUCTED INSIDE OR OUTSIDE. LOCKS ARE PROHIBITED ON GATES. IF YOU WANT TO MAINTAIN AT GATES, PLEASE ASSIGN SECURITY PERSONNEL TO EACH GATE.
2. THE USE OF OPEN FLAMES, PROPANE, TENTS, OR CANOPIES REQUIRES WRITTEN FIRE DEPARTMENT APPROVAL IN ADVANCE.

☒ **APPROVED**
☐ **DENIED**

Jose G. Gomez
SIGNATURE

9/5/12
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 17, 2012

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT.5, 2012

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ EXTENSION OF PREMISES

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: CARMEN G. BELTRAN

BUSINESS NAME: HENRY'S JACK'S BUSINESS LLC

BUSINESS ADDRESS: 613 E. WESTERN AVE.

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

PURPOSE OF EVENT: TEMPORARY EXTENSION OF PREMISES FOR RETIREMENT PARTY

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Cenia Foster
SIGNATURE

9/5/12
DATE

Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 17, 2012

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT.5, 2012

DEVELOPMENT SERVICES

MEMORANDUM

DATE: September 5, 2012

TO: Carmen Martinez, City Clerk

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

SUBJECT: Henry Jack's Temporary Extension of Premise
613 E Western Avenue

The site is generally located on the south side of Western Avenue between 6th Street and 7th Street. The building is existing.

The business owner currently has a Series 6 Bar License. They are requesting to temporarily extend the premise of their current liquor license to include their parking lot for the evening of October 20, 2011, for an outside event. Setup for the event will occur on October 19, 2012 and the property will be restored to its original condition on October 21, 2012.

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

The 2002 General Plan designates the property as Mixed Use. The site is currently zoned OTAB (Old Town Avondale Business District). This use is considered legal non-conforming.

Staff recommends approval of this request.

Attachment: 2012 Aerial Photography

2012 Aerial Photograph

Avondale

Henry Jack's Place

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

x EXTENSION OF PREMISES

ROUTING:

o POLICE DEPARTMENT
o FIRE DEPARTMENT
x FINANCE DEPARTMENT
o DEVELOPMENT SERVICES

APPLICANT'S NAME: CARMEN G. BELTRAN

BUSINESS NAME: HENRY'S JACK'S BUSINESS LLC

BUSINESS ADDRESS: 613 E. WESTERN AVE.

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

PURPOSE OF EVENT: TEMPORARY EXTENSION OF PREMISES FOR RETIREMENT PARTY

DEPARTMENTAL COMMENTS:

x **APPROVED**
o **DENIED**

Lorena Ruiz
SIGNATURE

9/10/12
DATE

Revenue Collector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 17, 2012

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT.5, 2012

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Premier, Inc.

MEETING DATE:
September 17, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a cooperative purchasing agreement with Premier, Inc. to provide food products and services in the amount not to exceed $103,000 annually and $515,000 over the entire length of the contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On December 1, 2010 the North Carolina State University entered into an agreement with Premier, Inc. to access its group purchasing program for food service. The agreement was amended on February 15, 2011 to allow additional participating agencies to access the products and services provided by Premier, Inc. purchasing vendors.

U.S. Foodservice is the authorized distributor for programs and services for Premier, Inc. (the Contractor). Through its distribution network, US Foodservice shall provide: account representation, marketing of contracts, product inventory, product delivery, billing and invoicing, reporting tools, program maximization tools, and product recall communications.

DISCUSSION:

Staff requests that the City Council approve a Cooperative Purchase Agreement that would allow the City of Avondale to become a participating agency and be afforded all of the rights and responsibilities under the terms of the agreement to access the products and services provided by Premier, Inc. purchasing vendors.

The term of the contract will be for one (1) year. After expiration of the initial term, this agreement may be renewed for up to four (4) successive one-year terms. The originating agency's contract is good through 2015 and renewable for three additional 1-year extensions; possibly reaching full maturity in June 2018. City of Avondale restrictions limit this agreement to a 5 year maximum.

The City of Avondale Parks Recreation and Libraries Department will purchase food under this agreement in support of the Senior Services Home Delivered Meals (HDM) and Congregate Meal Programs.

BUDGETARY IMPACT:

The contract amount will not exceed $103,000 annually or $515,000 over the entire length of the contract. Funding for this agreement has been approved and allocated through the Parks, Recreation, and Libraries budget; Congregate Meal Program; Food: 202-7120-00-7300.

RECOMMENDATION:

Staff recommends that the City Council approve a cooperative purchase agreement with Premier, Inc. in the amount not to exceed $103,000 annually and $515,000 over the entire length of the contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

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- CPA

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CITY COUNCIL REPORT

SUBJECT:
First Amendment to Non-Exclusive License - Farmers Market Support Services, LLC

MEETING DATE:
September 17, 2012

TO: Mayor and Council

FROM: Christopher Reams

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff request that the City Council approve Amendment No. 1 to the non-exclusive license with the Farmers Market Support Services LLC to hold a monthly farmer's market at Friendship Park and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On October 17, 2011 the City of Avondale (the City) and the Farmers Market Support Services (FMSS) entered into a non-exclusive license agreement to create a public farmers market that serves the Avondale community and increases community and individual health and well-being while enhancing Arizona agriculture.

The market is held at Avondale Friendship Park, in the northeast parking lot, every Saturday from 8:00am - 12:00pm. The term of the license expires on October 17, 2012. The original term provided for an assessment of the partnership after the first year. The City has determined that it is in the best interest of the City to extend the license with modifications as follows:

- Extend the term of the license
- Modify the termination notification requirement
- Provide a renewal provision for the license
- Provide a schedule for the Farmer's Markets
- Modify the License rent provision

DISCUSSION:

The following is an outline of the proposed license modification.

- The term of the license shall remain in effect until October 17, 2013 unless otherwise terminated by either party with 30 days written notice.
- After the expiration of the initial term the license may be renewed for up to three (3) consecutive one (1) year terms.
- Market days for the extended term will be every Saturday from 8am until 1pm for the period of October 6, 2012 through June 29, 2013.
- The schedule will be confirmed as part of the written renewal process.
- FMSS will no longer be obligated to pay an annual $1 lease fee. FMSS shall conduct a series of classes open to residents of Avondale at least once per month for the duration of the license. Each class will be approximately 1-2 hours in length.

BUDGETARY IMPACT:

There is no budgetary impact at this time.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to the non-exclusive license with the Farmers Market Support Services LLC to hold a monthly farmer's market at Friendship Park and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

- [FMSS First Amendment]

FIRST AMENDMENT
TO
NON-EXCLUSIVE LICENSE
BETWEEN
THE CITY OF AVONDALE
AND
FARMERS MARKET SUPPORT SERVICES, LLC

THIS FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE (this "First Amendment") is made as of September 17, 2012, between the City of Avondale, an Arizona municipal corporation (the "City"), and Farmers Market Support Services, LLC, an Arizona limited liability company (the "Licensee").

RECITALS

A. The City and the Licensee entered into a Non-Exclusive License dated October 17, 2011 (the "License"), for Licensee to periodically occupy certain space in the northeast parking area of the Friendship Park, located at 12325 West McDowell Road, Avondale, Arizona to operate and administer a weekly farmers' market (the "Farmers' Market"). A copy of the License is attached hereto as Exhibit 1 and incorporated herein by reference.

B. The term of the License expires on October 17, 2012, and the City has determined it is in the best interest of the City to extend the License, with modifications, for an additional term.

C. The City and the Licensee desire to enter into this First Amendment to (i) extend the term of the License, (ii) modify the termination notification requirement, (iii) provide a renewal provision for the License, (iv) provide a schedule for the Farmers' Market during the extended term and (v) modify the License rent provision.

AGREEMENT

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

1. Term. The term of the License is hereby extended and shall remain in full force and effect until October 17, 2013, unless otherwise sooner terminated as provided herein (the "Initial Term"). After the expiration of the Initial Term, this License may be renewed for up to three successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, (ii) at least 30 days prior to the end of the then-current term of the License, the Licensee requests, in writing, to extend the License for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any rent adjustments approved as part of this License), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Licensee's failure to seek a renewal of this

License shall cause the License to terminate at the end of the then-current term of this License; provided, however, that the City may, at its discretion and with the agreement of the Licensee, elect to waive this requirement and renew this License. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this License shall remain in full force and effect.

2. Market Days. Market Days for the extended term will be every Saturday from 8:00 a.m. until 1:00 p.m. for the period October 6, 2012 through June 29, 2013.

3. Rent. Section 3 of the License is hereby deleted in its entirety and replaced with the following:

> Licensee shall conduct a series of classes open to residents of Avondale at least once per month at the Farmers' Market for the duration of the License. Each class will be approximately 1-2 hours.

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

5. Non-Default. By executing this First Amendment, the Licensee affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the License and (ii) any and all claims, known and unknown, relating to the License and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the License may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

"**City**"

CITY OF AVONDALE, an
Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September ___ 2012, 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)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Licensee**"

FARMERS MARKET SUPPORT SERVICES,
LLC, an Arizona limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September ____, 2012, by _____ _____ as _____ of FARMERS MARKET SUPPORT SERVICES, LLC, an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
NON-EXCLUSIVE LICENSE
BETWEEN
THE CITY OF AVONDALE
AND
FARMERS MARKET SUPPORT SERVICES, LLC

[Non-Exclusive License]

See following pages.

NON-EXCLUSIVE LICENSE
BETWEEN
THE CITY OF AVONDALE
AND
FARMERS MARKET SUPPORT SERVICES, LLC

THIS NON-EXCLUSIVE LICENSE (this "License") is made and entered into as of October 17, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Farmers Market Support Services, LLC, an Arizona limited liability company (the "Licensee") relating to a non-exclusive license to periodically occupy certain space in the parking area of the Friendship Park.

RECITALS

A. The City desires to permit the operation of a weekly farmers market (the "Farmers Market") in the northeast parking area of the Friendship Park, located at 12325 West McDowell Road, Avondale, Arizona (the "Premises"), as depicted on Exhibit A, attached hereto and incorporated herein by reference.

B. The Licensee desires to operate and administer the Farmers Market at the Premises for local farmers and vendors (the "Vendors") to sell Arizona-grown produce, seafood and other meats, including ready-to-eat food, food processed from the Vendors' grown products and other similar products (the "Products").

C. The Licensee is capable of providing the Farmers Market, and the City and Licensee desire to enter into this License for the purpose of establishing the terms and conditions by which the Licensee may operate the Farmers Market at the Premises.

AGREEMENT

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

1. Grant of License; Purpose. The City hereby grants to Licensee for its non-exclusive use, and Licensee hereby accepts from the City for its non-exclusive use, a license for the periodic occupancy of the Premises on the dates and times approved in writing by the City (each, a "Market Day"), as set forth in Exhibit B, attached hereto and incorporated herein by reference, or otherwise approved in writing by the City prior to the operation of the Farmers Market on that date, for the sole purpose of allowing Vendors to sell Products thereon. Scheduled Market Days are subject to change or cancellation upon the prior written agreement of the City and Licensee.

2. Term. The License shall be effective on October 17, 2011 and shall remain in full force and effect until October 17, 2012, unless otherwise sooner terminated as provided herein ("Term"). This License may be terminated by either party upon providing 60 days' prior written notice at the addresses listed in Section 19 below.

3. Rent. Licensee shall pay to the City rent in the amount and manner specified hereunder. Rent shall be $1.00 for the Term and shall be due and payable not later than November 5, 2011.

4. Use of Premises/Licensee's Farmers Market

4.1 Licensee Responsibilities. Licensee shall:

A. Use of the Premises. Use the Premises only to operate the Farmers Market on Market Days as set forth in Exhibit B, unless Licensee obtains prior written permission from the City.

B. Preparation of Premises. Be solely responsible for the supervision and management of the Premises for operation of the Farmers Market including Vendor coordination, setup, maintenance, operation, tear-down and all other related activities and logistics.

C. Vendor Approval; Licensing; Responsibility. Accept responsibility for each Vendor participating in the Farmers Market. Licensee shall ensure that each Vendor (1) is properly licensed with all applicable licensing organizations and (2) complies with all applicable laws and the instruments as set forth in Section 7. Additionally, Licensee acknowledges and agrees that the City reserves the right to review and approve each Vendor prior to such Vendor's participation in the Farmers Market as set forth in Subsection 4.4 below.

D. Market Merchandise. Limit the display and sale of crafts or other non-Product items at the Farmers Market to an amount not to exceed 15% of the total goods available for sale on any given Market Day.

E. Standards of Operation. Operate the Farmers Market in accordance with the highest standards in the field.

F. Annual Report and Feasibility Study. Prepare an annual report and feasibility study for the City. The report shall include, at a minimum, Farmers Market sales projections, customer participation, budget projections and actual sales.

G. Staff Designation. Designate a staff member to serve as the liaison between the City and the Licensee.

H. Installations. Not install any permanent equipment or fixtures on the Premises, without the prior, written approval of the City.

I. Funding. Provide funding for the Farmers Market requirements, if any.

4.2 Access. Licensee, its customers, patrons, tenants, invitees, agents, employees, contractors and concessionaires ("Authorized Parties"), shall have the right to enter upon the Premises for the purposes permitted by this License. The Licensee and other Authorized Parties shall enter upon the Premises at their sole risk and hazard, and the Licensee and its successors and assigns, hereby release the City from any claims relating to the condition of the Premises and the entry upon the Premises by the Licensee and Authorized Parties. The Licensee will provide and maintain safe, continuous and adequate vehicle and pedestrian access (ingress and egress) for the City and its employees, agents, contractors, tenants, invitees and guests to and from the Premises.

4.3 Nonexclusive Rights. This License is nonexclusive and no interest whatsoever in the Premises, except as specifically expressed herein, shall pass to the Licensee, its directors, officers, employees, or agents. The City, its successors and assigns, shall retain at all times a prior and superior right of access and use of the Premises to accomplish all of the City's purposes and nothing in this License shall be construed to deny or lessen the powers and privileges granted to City by the laws of the State of Arizona. Neither Licensee nor its agents shall interfere with the use of the Premises by the City or the interest of any other individual or entity in the Premises. Licensee shall not, without the prior, written approval of the City, remove any of the City's property from the Premises at any time prior to, during or after the Term. Nothing herein shall preclude, interfere with, or prohibit the City from controlling access to, entering upon, being upon, or using the Premises for any purposes whatsoever, or prohibit the City from permitting another entity to access or use the Premises. The City shall not be liable to Licensee for any damage to public or private property or installations located upon the Premises.

4.4 General Provisions.

A. Staff Designation. The City shall designate a staff person to serve as the liaison for this License and oversee the Licensee's continued use of the Premises for the Farmers Market.

B. Vendor Approval. The Director of the City's Parks, Recreation and Libraries Department, or authorized designee, shall review and approve all potential Vendors suggested by the Licensee prior to the Vendor participating in the Farmers Market. The Director or authorized designee may periodically inspect the Vendors at the Farmers Market and may require that Vendors be removed temporarily or permanently from participation in the Farmers Market. Grounds for disapproval or removal of Vendors from participation in the Farmers Market include, but are not limited to, failure to comply with the terms of this License, offering for sale Products not local to Arizona and displaying and selling crafts or other non-Product items in an amount exceeding 15% of the total goods available for sale on any given Market Day as set forth in Subsection 4.1(D).

C. Inspection. The City has the right to periodically inspect the Farmers Market to ensure compliance with the terms and conditions of this License.

D. Promotion. The City shall promote the Farmers Market at the City's sole discretion, on mediums including, but not limited to, the City web page, program guide or information releases.

E. Resources and Equipment. The City shall not be responsible for procuring, purchasing, installing or maintaining any resources or equipment on the Premises for the Farmers Market.

F. Security. The City shall not be responsible for the security of any Vendor space or Farmers Market materials and supplies.

5. Existing Conditions; Maintenance and Repairs.

5.1 Licensee's Inspection. Licensee has inspected and is fully familiar with the physical condition of the Premises and accepts the Premises and the City's property in an "as-is, where-is" condition. Licensee shall be provided the opportunity to conduct a thorough walk-through of the Premises prior to Licensee's occupancy thereof; provided, however, that Licensee's occupancy shall be conclusive evidence that (A) Licensee has conducted such walk-through, (B) the Premises are acceptable to Licensee and suitable for Licensee's purposes and (C) Licensee agrees to take possession of the Premises on the dates and times as scheduled by the City "as-is, where-is."

5.2 Licensee's Property. Licensee is responsible for maintaining its own property, furniture, furnishings, business or trade fixtures, equipment, computer systems and cellular telephones and shall reasonably clean, maintain and repair its property at its own expense during the term of this License. The Licensee shall clean up any waste or spills and pick up any equipment caused by/placed upon the Premises by the Licensee or its Vendors, employees, invitees, guests or anyone else who enters the Premises related to the Farmers Market, after each use. The Licensee shall be responsible for the repair of any damages to the Premises that occur as a result of its use of the Premises.

6. Licensee's Equipment. All of Licensee's personal property, furniture, furnishings, business or trade fixtures and equipment now or hereafter in or about the Premises or any part thereof, which are (A) the property of the Licensee and (B) not the City's property (the "Licensee's Equipment") shall remain the property of Licensee, provided that:

6.1 Removal of Licensee's Equipment. Licensee shall have the right at any time during the Term to remove from the Premises all or any part of Licensee's Equipment in or on the Premises without regard to the manner placed on or affixed to the Premises, provided that Licensee, at its sole expense, immediately will repair or be obligated for all costs and expenses in connection with all damage to the Premises caused by the removal of Licensee's Equipment therefrom.

6.2 Abandonment. Any of Licensee's Equipment not removed by Licensee at its expense within 30 days after the expiration or earlier termination of this License shall be considered abandoned by Licensee and may be appropriated, sold, destroyed or otherwise disposed of by the City without any further notice to Licensee, and without obligation to account therefor; provided, however, that after such 30th day, Licensee will pay the City, upon demand, all reasonable costs and expenses incurred by the City in removing, storing, or disposing of any of Licensee's Equipment. Licensee, at its sole cost and expense, will immediately repair or be obligated for all costs and expenses in connection with all damage to the Premises caused by any removal of Licensee's

Equipment therefrom. The City shall not be responsible for any loss of or damage to Licensee's Equipment.

7. Compliance with Requirements. Licensee, during the Term, will promptly and diligently:

7.1 Compliance with Applicable Law. Comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all government officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to all or any part of the Premises or any use or condition thereof (the "Legal Requirements"), and all terms of an insurance policy covering or applicable to the Premises or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the International Organization for Standardization ("ISO") (or any other body exercising similar functions) applicable to or affecting all or any part of the Premises or any use or condition thereof (the "Insurance Requirements").

7.2 Compliance with Recorded Instruments. Comply with any instruments of record at the time in force affecting the Premises or any part thereof.

8. Liens. If the Premises, or any part thereof, shall at any time become subject to any claims for a vendor's, mechanic's, laborer's or materialmen's lien based upon Licensee or the furnishing of material, labor or professional services to Licensee or the Premises and contracted for by Licensee or its contractors or subcontractors, Licensee shall cause the same, at Licensee's expense, to be discharged within 20 days after notice thereof, and Licensee shall indemnify and hold the City harmless from all liability, loss, costs and expenses arising from such a lien.

9. No Claims against the City. Nothing contained in this License shall constitute any consent (except where consent is expressly required and given under this License) or request by the City, express or implied, for the performance of any labor or services or the furnishings of any materials or other property in respect of the Premises or any part thereof, or as giving Licensee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the City, except as any such claim is expressly provided for by statute despite the provisions of this Section. Any labor, services or material furnished to the Premises in connection with the fulfillment of Licensee's obligations hereunder shall be the sole responsibility of Licensee.

10. Indemnification.

10.1 Licensee. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the City and each Council Member, officer, employee or agent thereof (the City and any such person referred to herein as an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), and all other expenses arising from or incurred in connection with or imposed upon or incurred by or asserted

against any such Indemnified Party or the Premises by reason of the occurrence or existence of any matter or thing relating to this License or the Premises during the Term, unless resulting from the negligent or willful acts or omissions of the City, including but not limited to: (A) any accident, injury to or death of persons (including workers) or loss of or damage to property occurring on or about the Premises or any part thereof, (B) any condition or use of the Premises or any part thereof, (C) any failure on the part of Licensee to perform or comply with any of the terms of this License, (D) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, (E) all claims for loss or damage to the Premises uncompensated by Licensee's insurance.

10.2 Vendors. As a precondition to accepting Vendors for the Farmers Market, Licensee shall enter into an agreement with each of the Vendors whereby the Vendor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City and each Council Member, officer, employee or agent thereof, for, from and against any and all Claims, including the damage, destruction or theft of any equipment or fixture at the Premises, and all other expenses arising from or incurred in connection with or imposed upon or incurred by or asserted against any such Indemnified Party or the Premises by reason of the occurrence or existence of any matter or thing relating to this License or the Premises during the Term, unless resulting from the negligent or willful acts or omissions of the City, including but not limited to: (A) any accident, injury to or death of persons (including workers) or loss of or damage to property occurring on or about the Premises or any part thereof, (B) any condition or use of the Premises or any part thereof, (C) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, (D) all claims for loss or damage to the Premises uncompensated by the Vendor's insurance.

10.3 No Limitation of Indemnity. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Utilities. Licensee shall be responsible for providing any utilities necessary to operate the Farmers Market.

12. Insurance.

12.1 The City's Risks to be Insured. The City shall, during the Term, maintain in full force and effect, primary coverage with respect to the Premises against loss or damage by fire or other risks; provided, however, in the case of the Licensee's intentional misconduct or negligence, the Licensee shall be responsible to the City for any and all damages.

12.2 Licensee's Risks to be Insured. Licensee at its expense during the will maintain the following insurance for the Premises with reputable insurers authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, and rated at least A- by A.M. Best Company:

A. Renters Insurance in an amount equal to the replacement value of the Licensee's Equipment and any personal property brought to the Premises by the Licensee, as

determined from time to time by the insurer, and in any event in an amount sufficient to prevent the City from becoming a co-insurer of any such loss or damage.

B. General commercial liability and property damage insurance, and together with excess liability insurance coverage, each in the minimum amount of $1,000,000.00 combined single limit on a per occurrence basis.

C. Appropriate workers' compensation or other insurance against liability arising from claims of workmen in respect of and during the period of any work on or about the Premises.

12.3 Policy Provisions. All insurance maintained by Licensee pursuant to this Section shall:

A. Except for workers' compensation insurance, name the City and Licensee as additional insureds, as their respective interests may appear.

B. Provide that all insurance proceeds, if any, from losses shall be adjusted between the City and Licensee.

C. Pay any losses notwithstanding any act or failure to act or negligence of the City or Licensee or any other person or entity relating to any act, omission or other event causing such losses, if reasonably available.

D. Provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the City and Licensee of written notice thereof.

12.4 Deductibles: Delivery of Evidence of Insurance. Except in the case of workers' compensation insurance, any insurance maintained by Licensee pursuant to Subsection 12.2 hereof may contain a deductible amount up to and including $2,500.00 per occurrence. After written request by the City, upon the commencement of the Term and thereafter not less than 30 days prior to the expiration date of any policy to be obtained by Licensee pursuant to this Section, Licensee will deliver to the City a certificate of the insurer as to the issuance and effectiveness of such policy and the amount of coverage afforded thereby.

13. Damage To or Destruction of Premises.

13.1 Licensee to Give Notice. In case of any material damage to or destruction of the Premises or any part thereof, Licensee will promptly (and in no event later than the fifth day after such occurrence) give written notice thereof to the City generally describing the nature, extent and cause of such damage or destruction.

13.2 Premises. The City will restore, replace or rebuild the Premises; provided, however, that in the event the material damage to or destruction of the Premises or any part thereof was caused by the Licensee's intentional misconduct or negligence, the Licensee shall reimburse the

City for the costs and expense of such restoration, replacement or reconstruction, as conclusively determined by the City, within 30 days after the City presents the Licensee a statement of such cost and expense. The Licensee's insurance shall be the primary insurance for the restoration, replacement or reconstruction due to Licensee's intentional misconduct or negligence.

14. Performance on Behalf of Licensee. If Licensee shall fail to perform any act required hereunder to be made or performed by Licensee, and provided the City has given Licensee 30 days' written notice of its intent to do so and Licensee has failed during said period to perform the act required to be performed by Licensee, then the City may, but shall be under no obligation, to perform such act with the same effect as if made or performed by Licensee. Notwithstanding the immediately preceding sentence, the City may proceed immediately in the event of an emergency without any notice to Licensee other than bona fide attempts to contact by telephone as soon as reasonably possible under the circumstances Licensee's representative (whom Licensee may change from time to time) whose name and telephone number Licensee has furnished in writing to the City prior to such emergency. Entry by the City upon the Premises for such purpose shall not waive or release Licensee from any obligation hereunder. Licensee shall reimburse the City for all sums so paid by the City and all costs and expenses incurred by the City in connection with the City's performance under this Section, and no such performance by the City pursuant hereto, shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due or payable, nor limit any right of the City or relieve Licensee from any Default hereunder.

15. Assignments. Licensee shall not assign this License or any part thereof.

16. Events of Default; Termination.

16.1 Events of Default. Any one or more of the following specified events shall be a "Default":

A. Cure Period. If Licensee shall fail to perform or comply with any other obligation of Licensee under this License, and such failure shall continue for more than 30 days after notice thereof has been given by the City to Licensee, and Licensee shall not, subject to unavoidable delays, within such period commence with due diligence the curing of such default, or, having so commenced, shall thereafter fail or neglect, for reasons other than unavoidable delays, to prosecute or complete with diligence the curing of such default. In no event shall such cure period extend beyond 90 days after notice of default.

B. Assignment of Debt; Inability to Pay Debt. If Licensee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation due to its bankrupt or insolvent financial status.

C. Decree or Order. If, as a result of any proceeding against Licensee, a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency,

readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to the Licensee or of or relating to all or substantially all of its property, or for the winding-up or liquidation of its affairs or for the supervision of the business or affairs of Licensee, shall have been entered, and such decree or order shall have remained in force undischarged or unstayed for a period of more than 60 days.

16.2 Termination. Should a Default occur, the City may resort to any or all of the following remedies:

A. Possession. Retain or take possession of any property on the Premises pursuant to the City's statutory lien, with or without legal process.

B. Entrance and Removal. Enter or re-enter the Premises and remove all persons and property therefrom, with or without legal process.

C. Termination. Declare this License at an end and terminated.

D. Suit. Sue for and receive any and all damages sustained by the City, with or without terminating this License.

E. Law or Equity. Any and all remedies available to the City at law or in equity.

16.3 Cumulative Remedies. Each right, power and remedy of the City and Licensee provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the City of any one or more of the rights, powers or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all such other rights, powers or remedies.

16.4 Recovery of Costs and Expenses. If any action, whether at law or equity, is instituted by either party for default by the other under this License, the prevailing party shall be awarded all costs and expenses incident thereto.

17. Subordination and Attornment. The City may convey or otherwise dispose of the Premises and the City shall have the absolute right to mortgage or encumber by deed of trust the Premises. This License, at the City's option, shall be subordinate to any mortgage or deed of trust which may be placed on the Premises and to any and all advances made or to be made pursuant to any such mortgage or deed of trust, and to all renewals, replacements and extensions of any such mortgage or deed of trust; provided that each such subordination shall be on the condition that the mortgagee or deed of trust beneficiary and trustee shall execute and deliver to Licensee an agreement ("Nondisturbance Agreement") to the effect that, so long as a Default caused by Licensee is not occurring hereunder, such mortgagee, beneficiary or trustee will recognize this License and not disturb or otherwise interfere with Licensee's rights under this License. Subject to the

Nondisturbance Agreement, Licensee shall execute and deliver such further instrument evidencing this subordination as the City may reasonably request.

18. Right of Entry. The City may, at all reasonable times and during usual business hours, enter upon the Premises for the purpose of inspecting, repairing or preserving the same, or to show the Premises to prospective purchasers, and in addition may, at any time within the last six months of the Term show the Premises to prospective licensees.

19. Notices. Any notice or other communication required or permitted to be given under this License 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 a copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004 Facsimile: (602) 340-1538 Attn: Andrew J. McGuire, Esq.
If to Licensee:	Farmers Market Support Services, LLC P.O. Box 14188 Phoenix, Arizona 85036 Attn: Denise Logan

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) five business days after being placed in the U.S. Mail, registered or certified, 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.

20. Surrender. Upon the expiration of the Term, or upon the earlier termination of this License, Licensee shall surrender up peaceable possession of the Premises in good condition and repair, reasonable wear and tear excepted.

21. No Broker. The City and Licensee each represents to the other that there are no broker's commissions due in connection with this License.

22. Waiver. Any waiver by the City of any Default, breach or failure by Licensee shall not constitute a waiver of any other Default, breach or failure by Licensee hereunder. No covenant, term or condition of this License shall be deemed to have been waived by the City unless such waiver be in writing by the City.

23. Relationship and Workers' Compensation. The relationship of the parties hereto as solely that of the City and Licensee, and under no circumstances shall the parties hereto be considered as agents, employees, partners, joint venturers or associates of each other. The officers, employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party shall remain responsible for the supervision of their respective staff and shall maintain adequate workers' compensation insurance as required by law.

24. Severability. Should any provision of this License be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

25. The City's Conveyance. The City may sell, transfer, assign or otherwise dispose of the Premises or this License or any part thereof or interest therein, at any time without the consent of Licensee, and upon a sale or disposal of all of its interest in the Premises, the City shall be relieved of all obligations hereunder arising after such sale or disposal.

26. Hazardous or Toxic Materials. Licensee shall not introduce any hazardous or toxic materials onto the Premises. In the event of any contamination of property or loss or damage to persons arising from any hazardous or toxic materials introduced by Licensee onto the Premises, whether with or without the City's consent, Licensee shall (A) notify the City immediately of any contamination, claim of contamination, loss or damage, (B) after consultation and approval by the City, clean up the contamination in a full compliance with all applicable statutes, rules and regulations and (C) indemnify, defend and hold the City harmless for, from and against any liabilities, claims, suits, causes of action, costs and expenses, including reasonable attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions of this Section shall survive the expiration or earlier termination of this License.

27. Holding Over. No holding over by Licensee of the Premises after the expiration of the Term shall operate to extend the Term or this License, and Licensee shall indemnify, defend and hold the City harmless from all costs and expenses and claims for damages by any other licensee to whom the City may have granted a license to the Premises effective upon the expiration of the Term or termination of this License.

28. Limitation of the City's Liability. If Licensee recovers a money judgment against the City, the judgment shall be satisfied only out of the proceeds of sale received on execution of the judgment and levy against the Premises or other income from such real property receivable by the City or out of the consideration received by the City from the sale or other disposition of all or any part of the Premises. The City shall not be personally liable for any deficiency.

29. Quiet Enjoyment. Provided that Licensee is not in Default under this License, the City covenants that, from and after the commencement of the Term, Licensee shall not be disturbed or hindered in Licensee's enjoyment of the Premises, and that the City shall not interfere with Licensee's business activities involving the Premises.

30. Benefit. The covenants, terms and conditions of this License shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31. Attorney's Fees. In the event of any litigation or arbitration arising out of this License, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

32. Entire Agreement. This License constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended, waived or discharged only by an instrument in writing signed by the party against which enforcement of such amendment, waiver or discharge is sought.

33. Binding Effect. This License shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties.

34. Counterparts. This License may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

35. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this License.

36. Headings. The headings in this License are for purposes of reference only and shall not control, limit or define the meaning or construction of any provision hereof.

37. Time of the Essence. Time is of the essence with respect to the performance of each and every term, condition and obligation of this License.

38. Applicable Law; Venue. In the performance of this License, the Licensee shall abide by and conform to any and all laws of the United States, State of Arizona and City, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this License. This License shall be governed by the laws of the State of Arizona and suit pertaining to this License may be brought only in the courts in Maricopa County, Arizona.

39. Conflict of Interest. The City may cancel this License pursuant to ARIZ. REV. STAT. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the License on behalf of the City is, at any time while the License or any extension of the License is in effect, an employee of the Licensee in any capacity or a consultant to the Licensee with respect to the subject matter of the License. The cancellation shall be effective when written notice from the City is received by the Licensee, unless the notice specifies a later time.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first written above.

"City"

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on December 7, 2011, by Charles P. McClendon, the City Manager of the City of Avondale, an Arizona municipal corporation, on behalf of the City of Avondale.

AMAPOLA ARREOLA
Notary Public - Arizona
Maricopa County
My Comm. Expires May 11, 2014

(affix notary seal here)

Notary Public in and for the State of Arizona

1596898.4

"Licensee"

FARMERS MARKET SUPPORT SERVICES,
LLC, an Arizona limited liability company

By: Denise Logan

Name: Denise Logan

Title: Owner

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on Dec 1st, 2011, by Denise Logan as Owner of FARMERS MARKET SUPPORT SERVICES, LLC, an Arizona limited liability company, on behalf of the company.

Terri L Buckman
Notary Public in and for the State of Arizona

(affix notary seal here)

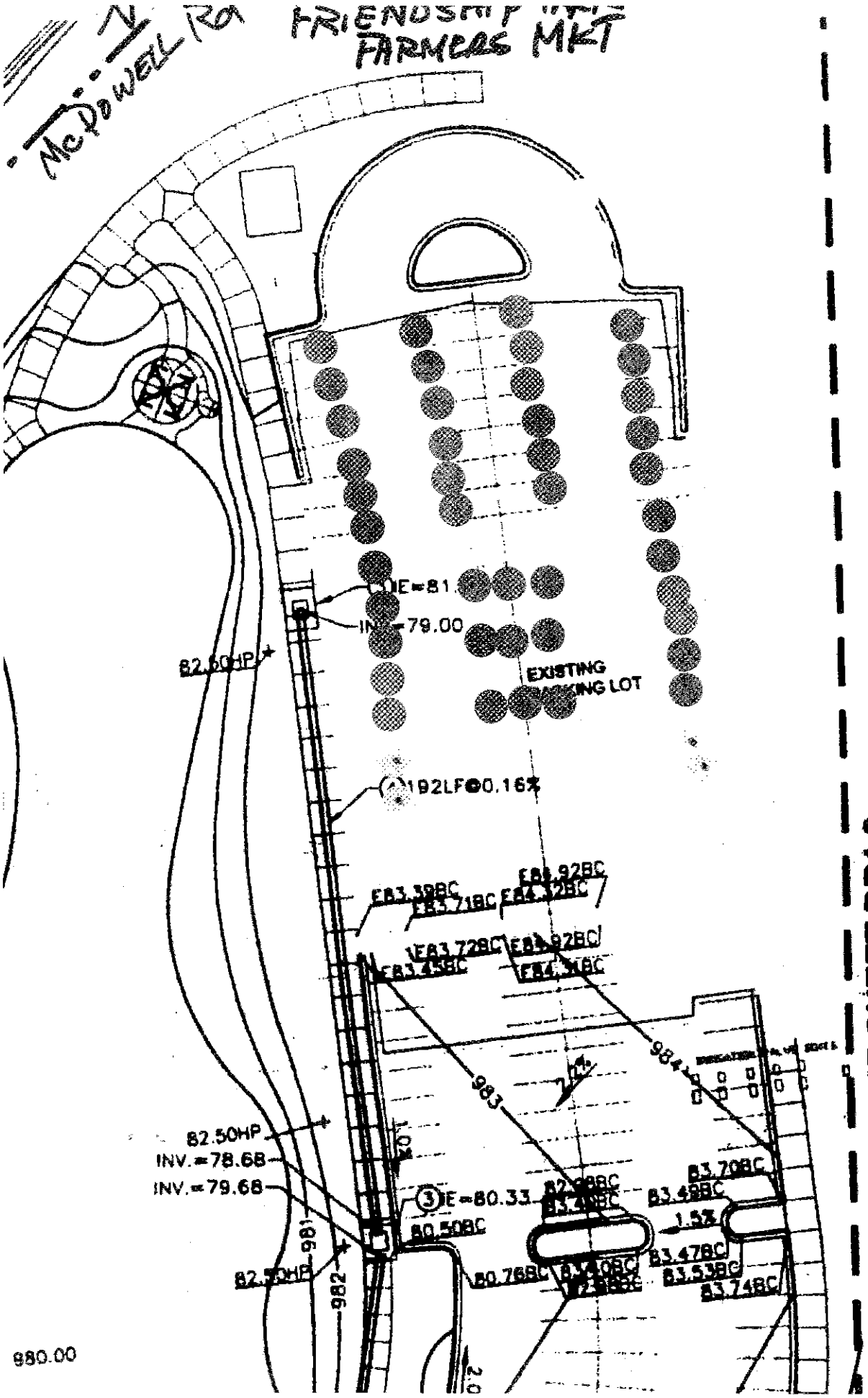
OFFICIAL SEAL
TERRI L. BUCKMAN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 4, 2012

1596898.4

EXHIBIT A
TO
NON-EXCLUSIVE LICENSE
BETWEEN
THE CITY OF AVONDALE
AND
FARMERS MARKET SUPPORT SERVICES, LLC

[Map of Premises]

See following page(s).



(2) INSTALL DRAIN
GD2.1. (TYP.)

(3) INSTALL CURB
M.A.G. STANDAR

(4) INSTALL 24" D
(TYP.)

(5) INSTALL 30" D
(TYP.)

(6) INSTALL 36" D
(TYP.)

(7) INSTALL CONCR
DETAIL 501-1

(8) INSTALL CONCR
DETAIL 501-1

(9) INSTALL CURB
GD2.1. (TYP).

(10) INSTALL TRASH
502-2. (TYP).

(11) INSTALL STEEL
(TYP).

(12) PLACE RIPRAP
TYPE 1. CONT
ONSITE ROCK.

(13) INSTALL CATCH
537. TYPE G.

(14) INSTALL 8" DI

(15) EXISTING HEAD

(16) EXISTING 24"
TO REMAIN. (1

MATCHLINE SEE SHEET DR1.3

LEGEND

- Agricultur
- Food
- Graft
- Hot Foods
- DEMOL INFO

Dots = 10'x10'

EXHIBIT B
TO
NON-EXCLUSIVE LICENSE
BETWEEN
THE CITY OF AVONDALE
AND
FARMERS MARKET SUPPORT SERVICES, LLC

[Schedule of Market Days]

See following pages.

Schedule of Market Days

Date	**Time**
November 5, 2011	8 a.m. to 12 p.m.
November 12, 2011	8 a.m. to 12 p.m.
November 19, 2011	8 a.m. to 12 p.m.
November 26, 2011	8 a.m. to 12 p.m.
December 3, 2011	8 a.m. to 12 p.m.
December 10, 2011	8 a.m. to 12 p.m.
December 17, 2011	8 a.m. to 12 p.m.
December 24, 2011	8 a.m. to 12 p.m.
December 31, 2011	8 a.m. to 12 p.m.
January 7, 2012	8 a.m. to 12 p.m.
January 14, 2012	8 a.m. to 12 p.m.
January 21, 2012	8 a.m. to 12 p.m.
January 28, 2012	8 a.m. to 12 p.m.
February 4, 2012	8 a.m. to 12 p.m.
February 11, 2012	8 a.m. to 12 p.m.
February 18, 2012	8 a.m. to 12 p.m.
February 25, 2012	8 a.m. to 12 p.m.
March 3, 2012	8 a.m. to 12 p.m.
March 10, 2012	8 a.m. to 12 p.m.
March 17, 2012	8 a.m. to 12 p.m.
March 24, 2012	8 a.m. to 12 p.m.
March 31, 2012	8 a.m. to 12 p.m.
April 7, 2012	8 a.m. to 12 p.m.
April 14, 2012	8 a.m. to 12 p.m.
April 21, 2012	8 a.m. to 12 p.m.
April 28, 2012	8 a.m. to 12 p.m.
May 5, 2012	8 a.m. to 12 p.m.
May 12, 2012	8 a.m. to 12 p.m.
May 19, 2012	8 a.m. to 12 p.m.
May 26, 2012	8 a.m. to 12 p.m.
June 2, 2012	8 a.m. to 12 p.m.
June 9, 2012	8 a.m. to 12 p.m.
June 16, 2012	8 a.m. to 12 p.m.
June 23, 2012	8 a.m. to 12 p.m.
June 30, 2012	8 a.m. to 12 p.m.
October 6, 2012	8 a.m. to 12 p.m.
October 13, 2012	8 a.m. to 12 p.m.

CITY COUNCIL REPORT

SUBJECT:
First Amendment to Professional Services Agreement - KRML-KRN 2 "DI" 4, L.L.C.

MEETING DATE:
September 17, 2012

TO: Mayor and Council

FROM: Christopher Reams, Parks, Recreation and Libraries Director (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To request City Council approval of the first amendment to the Professional Services Agreement between the City of Avondale and KRML-KRN 2 "DI" 4, L.L.C. to extend the term of the agreement and revise the hours of operation and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On September 6, 2011 the City of Avondale (The City) and KRML-KRN 2 "DI" 4, L.L.C. (the Contractor) entered into a Professional Services Agreement for the operation of the food service venue at the Civic Center Library to provide vending services to library visitors. The term of the agreement expired on September 6, 2012. Staff does not intend to renew the agreement long term because the food concession operation has not been successful and staff is exploring options for the Civic Center Library space that is currently used for the concession operation. In addition, the Contractor elected not to continue the concession operation.

However, the Contractor has agreed, subject to this agreement, to continue providing concession services until either the City of Avondale is ready to convert the space or the Contractor secures an alternate location. Either party will provide 30 days written notice of termination to the other party prior to vacating this agreement.

DISCUSSION:

Staff recommends amending the agreement as follows:

- The contract terms will be month to month subject to 30 days written notice of termination.
- The Contractor must remain current with all payments owed to the City of Avondale at all times or the agreement is immediately terminated.
- The revised hours of operation will be from 10:30 am until 3:00 pm Monday through Thursday (hours may be extended with approval from both parties).
- All other provisions of the original agreement will remain in place.

BUDGETARY IMPACT:

The Concession lease agreement will remain the same. The Contractor shall lease the Concession Site from the City based upon a lease rate of five percent (5%) of the Contractor's gross sales derived from the services provided at the Concession Site.

RECOMMENDATION:

Staff recommends that City Council approve the first amendment to the Professional Services Agreement with KRML-KRN 2 "DI" 4, L.L.C. to extend the term of the agreement and revise the

hours of operation and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- First Amendment

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KRML-KRN 2 "DI" 4, L.L.C.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of September 6, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Krml-Krn 2 "DI" 4, L.L.C., a Wyoming limited liability company (the "Contractor").

RECITALS

A. The City and the Contractor entered into a Professional Services Agreement dated September 6, 2011 for the Contractor to provide vending services at the Civic Center Library located at 11350 West Civic Center Drive, Avondale, Arizona (the "Agreement").

B. The term of the Agreement expires on September 6, 2012, and the City has determined that additional services are necessary.

C. The City and the Contractor desire to amend the Agreement to extend the term of the Agreement and revise the hours of operation.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect on a month-to-month basis beginning September 6, 2012 and continuing until either the City or the Contractor provides the other party with 30 days' written notice of termination, provided Contractor remains current on concession site lease payments. If Contractor does not remain current on lease payments, the Agreement will be immediately terminated 30 days following any missed payment due date.

2. Hours of Operation. Hours of operation will be 10:30 a.m. until 3:00 p.m. Monday through Thursday. The hours may be extended upon agreement of both the City and the Contractor.

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

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an
Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September ____, 2012, 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)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Contractor**"

KRML-KRN 2 "DI" 4, L.L.C.,
a Wyoming limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September ___, 2012, by _____ _____, as _____ of KRML-KRN 2 "DI" 4, a Wyoming limited liability company on behalf of the company.

_____
Notary Public in and for the State of Arizona

(affix notary seal here)

CITY COUNCIL REPORT

SUBJECT:
Resolution 3072-912 - Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for the Zoom Neighborhood Circulator

MEETING DATE:
September 17, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority (RPTA) for the operation of the Zoom Neighborhood Circulator and authorize the Mayor or City Manager and City Clerk to execute this agreement.

BACKGROUND:

During 2010 the Maricopa Association of Governments, on behalf of the City of Avondale, conducted a feasibility study and determined that operation of a local Circulator would benefit the community. Avondale started the Zoom Neighborhood Circulator in July 2011 and has seen continued success through the year.

DISCUSSION:

The Zoom Neighborhood Circulator is a 14-mile route that runs throughout the City of Avondale and provides connectivity to fixed routes greater access to Estrealla Mountain Community College and other activity centers. In July 2012, Saturday service was added: routes running through the City of Tolleson were added as well. Ridership continues to improve, reaching almost 12,000 riders for the month of August 2012.

Ridership:

August 2011	5,682
September 2011	7,379
October 2011	7,339
November 2011	7,383
December 2011	7,092
January 2012	7,761
February 2012	9,060
March 2012	9,288
April 2012	9,219
May 2012	8,782

June 2012	7,920
July 2012	8,843
August 2012	11,911

BUDGETARY IMPACT:

The total estimated cost to the City of Avondale during Fiscal Year 2012-2013 is $895,479. The funding for this project is available in the Transit Fund 215.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution approving an amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority (RPTA) for the operation of the Avondale Circulator in the amount of $895,479 and authorize the Mayor or City Manager and City Clerk to execute this agreement.

ATTACHMENTS:

Click to download

- Resolution 3072-912

RESOLUTION NO. 3072-912

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE TRANSIT SERVICE AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY.

WHEREAS, the Mayor and Council of the City of Avondale (the "City Council") passed and adopted Resolution No. 2972-511 on May 16, 2011, as amended by that certain Resolution No. 3007-1011, passed and adopted on October 17, 2011, approving a transit services agreement (Contract #106-31-2012) with the Regional Public Transportation Authority (collectively, the "Agreement"); and

WHEREAS, the City Council desires to amend Schedules B and C of the Agreement to include the additional routes and accurate figures for fiscal year 2013.

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

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

SECTION 2. That Schedules B and C of the Agreement are hereby deleted in their entirety and replaced with the Schedules B and C attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 4. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, September 17, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3072-912

[Schedules B and C]

See following pages.

SCHEDULE B

1. Conventional Transit Services

(a) Regional Bus Service **$444,746** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

RPTA Funded Service in the City of Avondale

FY 2013

Route	Operator	Jurisdiction	Service Level	Funding	CPM	Miles	Gross Cost	Fares	Preventive Maintenance	Net Cost
3 A	First Transit	Avon	W	RPTA	5.62	40,148	225,777	(35,236)	Note 1	190,541
17 A	First Transit	Avon	W	RPTA	5.62	35,217	198,052	(24,962)		173,090
560	First Transit	Avon	W	RPTA	8.11	350	2,837	(329)		2,508
3 A	First Transit	Avon	S	RPTA	5.62	8,384	47,150	(4,083)		43,067
17 A	First Transit	Avon	S	RPTA	5.62	6,864	38,603	(3,063)		35,540
						90,963	**512,419**	**(67,673)**	**-**	**444,746**

Note 1: Phoenix includes the Federal PM credit in their CPM.

Note 2: Closed door service for routes 562 and 563 are not displayed.

SCHEDULE C

For the period July 1, 2012 to June 30, 2013 the CITY of AVONDALE will pay the Regional Public Transportation Authority **$895,479.00** for bus service on the Avondale Circulator in Avondale.

Payments made by the CITY to RPTA for operation of the Circulator Route depicted in Schedule C shall consist of twelve (12) monthly installments of **$74,623.25** commencing July 1, 2012 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

City of Avondale Funded Service

FY 2013

Route	Operator	Jurisdiction	Service Level	Funding	CPM	Miles	Gross Cost	Fares	Preventive Maintenance	Net Cost
ZOOM	ValuTrans	Avon	W	Avon	3.97	184,433	732,349	(29,221)	(37,184)	665,945
ZOOM	ValuTrans	Good	W	Avon	3.97	29,985	119,065	(4,751)	(6,045)	108,269
ZOOM	ValuTrans	Avon	S	Avon	3.97	28,800	114,360	(4,563)	(5,806)	103,991
ZOOM	ValuTrans	Good	S	Avon	3.97	4,784	18,996	(758)	(964)	17,274
				Total		**248,003**	**984,771**	**(39,293)**	**(50,000)**	**895,479**

CITY COUNCIL REPORT

SUBJECT:
Resolution 3073-912 - Intergovernmental Agreement with Regional Public Transportation Authority for ADA Paratransit Service

MEETING DATE:
September 17, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a Resolution approving an Intergovernmental Agreement with the Regional Public Transportation Authority (RPTA) for FY 2013 (American with Disabilities Act (ADA) Paratransit Services.

BACKGROUND:

This IGA provides funding through the RPTA for ADA transit services. This agreement provides partial reimbursement of ADA costs with funds provided from Proposition 400 sales tax. This program allocates a portion of the funds to cities and towns in Maricopa County for ADA service over the life of the twenty-year program.

DISCUSSION:

RPTA was legislatively mandated to implement the transit element of the Regional Transportation Plan, which includes bus operations, bus capital and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the plan, also known as the Transit Life Cycle Program (TLCP). In addition to representation at the Board level, staff attends monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP. As part of the TLCP, seven percent of Proposition 400 is required to be used for ADA Paratransit Service.

BUDGETARY IMPACT:

The costs for providing ADA services are included in the Transit Operating budget. This agreement with RPTA provides for reimbursement from RPTA to Avondale for ADA paratransit expenses up to $149,767 for FY 2012- 2013.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the Regional Public Transportation Authority for FY12-13 ADA Paratransit services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [Resolution 3073-912]

RESOLUTION NO. 3073-912

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO ADA PARATRANSIT SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the Regional Public Transportation Authority relating to ADA Paratransit Services (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, September 17, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3073-912

[Agreement]

See following pages.

ADA PARATRANSIT SERVICE AGREEMENT
(the "Agreement")

Contract # 106-34-2013

BETWEEN: THE CITY OF AVONDALE, an Arizona Municipal Corporation (hereinafter referred to as the "CITY")

AND: THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (of Maricopa County), a public agency established pursuant to A.R.S. Section 48-5101, et seq., (hereinafter referred to as the "RPTA").

WHEREAS: The RPTA is authorized to contract for the provision of public transportation services pursuant to A.R.S. Sections 48-5122 and 48-5123; and

WHEREAS: The CITY is authorized to contract for the provision of public transportation services pursuant to the Avondale City Charter; and

WHEREAS: The CITY and the RPTA together with other Maricopa County cities desire to provide a regional public transportation system; and

WHEREAS: CITY has been authorized by its CITY Council and RPTA has been authorized by its Board of Directors to enter into this Agreement; and

WHEREAS: The RPTA has established a network of regional public transportation services within Maricopa County; and

WHEREAS: The CITY, a municipal corporation, and the RPTA, a public agency, have authority in accordance with A.R.S. Section 11-952 to enter into intergovernmental agreements.

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

ADA Paratransit Services: means services provided by the CITY to transport persons certified by RPTA as eligible for complementary ADA Paratransit Service.

Regional Transit Services: means a public system for the transport of passengers by any means.

Transit stop: any location or structure and any ancillary facilities the purpose of which is to enable passengers to board or alight from transit vehicles.

SECTION 1: SERVICE AREA AND TRANSIT SERVICES

The boundaries of the CITY which are lawfully in effect on the 1st day of July, 2012 shall designate and define the limits of the "service area" for the purposes of the Agreement.

SECTION 2: TERM AND RENEWAL

2.1 This Agreement shall be in full force and effect after it has been (a) approved by the CITY Council and the RPTA Board of Directors, and (b) executed by the duly authorized officials of the parties.

2.2 This Agreement shall commence on July 1, 2012, and shall terminate on June 30, 2017, unless terminated earlier by one of the parties, in which case, written notice of termination shall be required no less than thirty (30) days prior to the proposed termination date. Funding levels for this Agreement shall be determined annually and shall be incorporated into this Agreement through the amendment of Schedule A. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

SECTION 3: RPTA RESPONSIBILITY

3.1 General Duties

With respect to Regional Transit Services provided under this Agreement, the RPTA shall:

a. approve annual operating budgets for the provision of Regional Transit Service hereunder;

b. recommend service specifications in consultation with the CITY;

c. determine, set and amend the fare structure for transit services provided hereunder;

d. recommend (subject to CITY approval) functional standards for construction and establishment of transit stops and capital projects, such as park and ride and transit exchange facilities. Provided, however, CITY shall not be bound by such recommendation and shall act upon its independent judgment and discretion;

e. coordinate the negotiation of operating agreements with operating companies for the provision of transit service hereunder;

f. provide marketing and merchandising of transit service provided hereunder; and

g. provide professional staff, as requested, to assist the CITY in developing, evaluating and adjusting services.

3.2 Reimbursement

With respect to ADA Paratransit Services, the RPTA shall transfer to the CITY funds allocated by the Board of the RPTA, and specified in Schedule A, for the purposes of reimbursing CITY for the cost to provide ADA Paratransit Services. The CITY shall submit a PTF Expenditure Reimbursement Request Form, Attachment A, certifying that the costs have been incurred and are eligible for reimbursement.

3.3 Audits

The RPTA may conduct service and financial audits for services operated with any funding from the RPTA.

SECTION 4: CITY RESPONSIBILITY

4.1 General Understandings

The CITY expressly acknowledges, understands and agrees that:

a. any recommendation provided by RPTA to the CITY pursuant to this Agreement or otherwise (including, but not limited to, any recommended service specifications or functional standards for construction and establishment of transit stops and any capital project) are simply general recommendations that the RPTA makes available to certain political subdivisions of the State of Arizona;

b. all such recommendations must be tailored to the specific requirements of the CITY;

c. the RPTA makes no representation or warranty to CITY that any such representation is sufficient or adequate to meet the specific requirements of the CITY; and

d. it is the CITY's sole responsibility to review, approve or modify as appropriate any recommendation of the RPTA hereunder, including (but not limited to) any recommendation concerning pedestrian and traffic control.

4.2 Traffic Control

With respect to services provided hereunder, the CITY shall provide traffic control and transit priority measures such as turning movements, on CITY streets.

4.3 Bus Stop Signs

The CITY shall, if required, purchase and install bus stop signs.

4.4 Amended Service Plans

The CITY shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans.

4.5 Data

The CITY shall provide reasonable financial and operational data to the RPTA with respect to all regional transportation services, as requested from time to time.

4.6 Notice of Service Changes

The CITY shall provide a written ninety (90) calendar day notice for major service changes.

4.7 Transit Life Cycle Program

The CITY shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, CITY shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

4.8 Platinum Pass Program

CITY does hereby agree to participate in the Valley Metro ADA Platinum Pass Program specified in Schedule B. The ADA Platinum Pass program allows free use of fixed route bus and light rail by ADA certified CITY residents. The City will be responsible for the cost of reduced fare on local service and full express fare on express service. Participation in the ADA Platinum Pass Program is voluntary by CITY and may be cancelled by CITY by providing a ninety (90) calendar day written notice to RPTA. Participation in the ADA Platinum Pass Program reduces ADA operational costs by encouraging ADA certified passengers to use fixed route service in-lieu of more traditional ADA Paratransit Services. Each eligible ADA certified passenger that opts to participate will receive a reduced fare ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the Valley Metro RPTA Board approved fare policy in effect. Current fare info is all found here: http://www.valleymetro.org/paying_your_fare/fare_options/ RPTA shall administer this program on behalf of CITY and will deduct funding from CITY's annual ADA allocation of Public Transportation Funds ("PTF") that may be appropriated annually to CITY by the RPTA Board of Directors. RPTA shall provide a report within 15 calendar days from the receipt of detailed billing report from the City of Phoenix on usage and costs incurred. CITY's ADA-PTF account shall be debited for all pass uses by residents of CITY on an annual basis up to the monthly capped amount of the individual reduced fare Platinum Pass and/or express fare Platinum Pass when applicable.

SECTION 5:

5.1 Records

The Federal Transit Administration ("FTA"), the Arizona Department of Transportation, the Comptroller General of the United States, or any designee shall have access to any books, documents, papers and records which are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. All required records shall be maintained for a minimum of three years after all pending matters are closed.

5.2 Covenant Against Contingent Fees

Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a

commission, percentage, brokerage or contingent fee; and that no member of Congress, the CITY Council, the RPTA Board or any employee of the CITY or RPTA, has any interest, financially or otherwise, in this Agreement.

5.3 Alteration in Character of Work

Minor alterations in the character of work shall be authorized in writing by RPTA and acknowledged by CITY by letter.

5.4 Termination

a. CITY and RPTA hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or abandon any portion thereof.

b. Such termination of this Agreement may be at any time and for any reason, with or without cause, upon providing thirty (30) calendar days' prior written notice. Such termination shall be effected by delivery of a Notice of Termination specifying the date upon which such termination becomes effective.

c. Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of CITY) any penalty or costs whatsoever (including, but not limited to, any costs of such termination as a result of 49 U.S.C. § 5333(b), formerly the Federal Transit Act Section 13(c), as described in Section 5.8 of this Agreement). The total of all costs described in the preceding sentence shall hereinafter be referred to as "termination costs." If CITY has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if CITY has paid RPTA an amount less than the termination costs, then the CITY shall pay to RPTA an amount equal to the difference between the "termination costs" and the amount paid; provided, however, that this Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Final payment shall be made within thirty (30) calendar days after the termination of service.

5.5 Additional Work

Additional work, when authorized by executed Contract Change Order or Supplement Agreement, shall be compensated for by a fee, mutually agreed upon by both parties.

5.6 Successors and Assigns

This Agreement shall not be assignable, except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

5.7 Title VI Assurances

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color, sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

5.8 Labor Protective Provisions

CITY shall fully cooperate with RPTA in meeting the legal requirements of the labor protective provisions of 49 U.S.C. 5333(b) [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. To the extent permitted by law, CITY shall defend and indemnify RPTA from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by CITY, that were not requested by RPTA which result in grievances, claims and/or liability.

5.9 Civil Rights

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not

limited to, those civil rights laws and regulations set forth on Exhibit A, as such civil rights laws and regulations may be amended from time to time. As used in Exhibit A, the term "Recipient" shall refer to both the CITY and RPTA individually and the term "Project" shall refer to the ADA Paratransit Services provided under this Agreement.

SECTION 6: INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to defend, indemnify, save and hold harmless the other (and each of their respective directors, officers, agents and employees) for, from and against all liabilities, suits, obligations, claims, demands, damages, fines, costs and expenses (including reasonable attorney's fees) arising under this Agreement to the extent that such are attributable, directly or indirectly, to the indemnifying party's negligence, error, omission or intentional misconduct. An indemnifying party's negligence, error, omission or intentional misconduct, as that phrase is used herein, includes the negligence, error, omission or intentional misconduct of its officers, agents and employees. This provision shall survive the termination of this Agreement.

SECTION 7: AMENDMENT

This Agreement may be amended in whole or in part by written agreement of the parties.

SECTION 8: RELATIONSHIP OF PARTIES

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

SECTION 9: INTEGRATION

This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 10: ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

SECTION 11: SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

SECTION 12: SCHEDULES AND EXHIBITS

All schedules and exhibits referred to in this Agreement and attached to this Agreement are expressly incorporated herein by this reference.

SECTION 13: NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other; provided, however, that RPTA may assign its rights and delegate its obligations hereunder to a successor in interest without obtaining such consent.

SECTION 14: WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

SECTION 15: COUNTERPARTS

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

SECTION 16: CAPTIONS

Captions and section heading used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

SECTION 17: CANCELLATION

This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

SECTION 18: NOTICES

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

If to RPTA:

Regional Public Transportation Authority
101 North 1st Ave., Suite 1100
Phoenix, Arizona 85003
Facsimile: (602) 251-2038
(Attention: Stephen R. Banta, Chief Executive Officer)

If to CITY:

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
(Attention: Charles P. McClendon, City Manager)

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

address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

SECTION 19: COMPLIANCE WITH THE E-VERIFY PROGRAM

19.1 Warrant of Compliance - Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

19.2 Breach of Warranty - A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement. A party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324a(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

19.3 Right to Inspect - Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

19.4 Random Verification - Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

19.5 Inclusion of Article in Other Contracts - The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

SECTION 20: LEGAL COMPLIANCE AND PROHIBITION

To the extent applicable, RPTA and CITY each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over transit services provided via this Agreement, and all applicable employment laws, rules and regulations, including to the extent applicable, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement. CITY and RPTA each retain the right to inspect the documents of

any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. RPTA and CITY each hereby agree, to the extent permitted by law, to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof.

SECTION 21: SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____day

of_____, 2012.

By: _____
Marie Lopez Rogers
Mayor

By: _____
Stephen R. Banta
Chief Executive Officer

_____
Carmen Martinez
Avondale City Clerk

_____
John McCormack
Chief Financial Officer

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

_____	_____
Attorney for the City of Avondale	Attorney for RPTA

SCHEDULE A

For the period of July 1, 2012 to June 30, 2013 it is estimated that the City of Avondale may request reimbursement from Regional Public Transportation Authority for a maximum of $149,767 for service consumed by RPTA ADA certified paratransit riders in Avondale. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2012-2013 budget by the RPTA Board of Directors.

Total reimbursements to the City will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA's In-Person Eligibility Determination Facility and ADA Certification office.

Reimbursements must be requested by CITY on a PTF Expenditure Reimbursement Request Form, Attachment A, and certified by the CITY's chief financial officer or designee. RPTA will reimburse CITY within thirty (30) business days based upon availability of funds. CITY may request that reimbursements be made electronically. Wire transfers must be prearranged through the RPTA Finance Department.

SCHEDULE B

VALLEY METRO ADA PLATINUM PASS PROGRAM

It is estimated that CITY's ADA PTF annual allocation for the ADA Platinum Pass Program shall incur a cost of $5,100.00 in FY 2012-13. In all cases CITY shall only be responsible for the actual costs incurred by its residents of record for use of this program. Residency is determined at the time the ADA card is issued and verified annually thereafter. In the event that CITY does not use its estimated funding provided through the RPTA Board approved ADA allocation, City may direct such remaining funding to other ADA programs approved by RPTA, including but not limited to, funding of dial-a-ride and other alternative transportation programs for ADA certified users within CITY.

EXHIBIT A

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq*., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*; with implementing Executive

Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq*., or both.

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq*., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq*., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq*., and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg*. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives

prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

Regional Public Transportation Authority

PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates) FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	$ -	$ -
TOTAL PREVIOUS PAYMENTS	$ -	$ -
CURRENT PAYMENT REQUESTED	$ -	$ -
REMAINING FUNDING	$ -	$ -

REQUIRED SIGNATURE - -

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

For RPTA use only	
Date request received: -	Life cycle compliance review (signature/date)
Approved for funds availability	Date of funds transfer

10

CITY COUNCIL REPORT

SUBJECT:
Resolution - Canvass of Votes of the August 28, 2012 Election

MEETING DATE:
September 17, 2012

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 August 28, 2012 Election. The Council will take appropriate action.

DISCUSSION:

The City of Avondale held an Election on Tuesday, August 28, 2012. 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:

Candidate	*Position*	*# of Votes*
Marie Lopez Rogers	Mayor	4,124
Stephanie Karlin	Council Member	3,613
Jim McDonald	Council Member	3,271
Kenneth N. Weise	Council Member	3,106

.

Proposition	*Yes*	*No*
Prop 440 - Home Rule	3,834	780
Prop 441 - General Plan	3,714	836

There were 5,199 ballots cast yielding a 16.97% turnout. All candidates were elected and both propostions were approved by the Avondale voters.

RECOMMENDATION:

Staff is recommending that City Council adopt a resolution canvassing the election results of the August 28, 2012 Election.

ATTACHMENTS:

Click to download

- Resolution 3074-912

RESOLUTION NO. 3074-912

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 28, 2012.

WHEREAS, the City of Avondale (the "City") held a primary election on August 28, 2012 (the "Election") for the nomination/election of the Mayor and three Council Members; and

WHEREAS, on the same ballot two propositions were presented for consideration of the voters: (i) Proposition 440, proposing an extension of the alternative local expenditure limitation and (ii) Proposition 441, adopting the Revised City of Avondale 2012 General Plan in compliance with State Law; and

WHEREAS, the Election returns, which are depicted on Exhibit A attached hereto, 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. The total number of ballots cast at the Election, as shown by the poll lists, was 5,199.

SECTION 2. The number of provisional ballots was 160, and ballots found to be ineligible were 27.

SECTION 3. The votes cast for the candidate for Mayor were as follows:

Marie Lopez Rogers	4,124

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

Stephanie Karlin	3,613
Jim McDonald	3,271
Kenneth N. Weise	3,106

SECTION 5. It is hereby found, determined and declared of record that the following candidates received more than one-half of the total number of valid votes cast and are hereby issued certificates of election:

Marie Lopez Rogers for the office of Mayor
Stephanie Karlin for the office of Council Member
Jim McDonald for the office of Council Member
Kenneth N. Weise for the office of Council Member

SECTION 6. The votes cast for Proposition 440 were as follows:

YES	3,834
NO	780

SECTION 7. The votes cast for Proposition 441 were as follows:

YES	3,714
NO	836

SECTION 8. It is hereby found, determined and declared of record, that Propositions 440 and 441 received the majority of votes cast and were thereby approved by the voters of Avondale.

SECTION 9. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Council of the City of Avondale, September 17, 2012.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3074-912

[Election Returns]

See following page.

CITY OF AVONDALE

PRIMARY ELECTION - AUGUST 28, 2012

RESULTS ANALYSIS

	PPNO 015		PPNO 035		PPNO 117		PPNO 155		PPNO 185		PPNO 186		PPNO 341		PPNO 454		PPNO 461		PPNO 560		PPNO 684		*Official Totals*		
	ALVARADO Rio Vista School		AVONDALE 1st. So.Baptist Church		COLDWATER RIDGE Estrella Vista School		CRYSTAL GARDENS 1st Baptist Church GL		DESSIE Michael Anderson School		DEVONSHIRE Cornerstone Christian Church		LA REATA Corte Sierra School		ORME Collier School		PALMBROOK Litchfield 1st Baptist Church		SANTA FE Rancho Santa Fe School		WARNER Quentin School				
Registered Voters	1,401		1,527		2,050		3,934		2,240		4,709		1,855		4,641		3,084		2,075		3,126		30,642		
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	Total		%
BALLOTS CAST	186	13%	289	19%	286	14%	648	16%	313	14%	1007	21%	390	21%	740	16%	483	16%	403	19%	454	15%	5,199		16.97%
MAYOR																									
ROGERS	152	82%	234	81%	246	86%	524	81%	264	84%	723	72%	325	83%	595	80%	372	77%	299	74%	390	86%	4,124		79.32%
COUNCIL																									
KARLIN	133	72%	206	71%	196	69%	458	71%	229	73%	668	66%	274	70%	510	69%	356	74%	267	66%	316	70%	3,613		69.49%
MCDONALD	117	63%	189	65%	167	58%	425	66%	180	58%	652	65%	252	65%	450	61%	317	66%	252	63%	270	59%	3,271		62.92%
WEISE	114	61%	172	60%	164	57%	400	62%	161	51%	617	61%	230	59%	422	57%	317	66%	257	64%	252	56%	3,106		59.74%
PROP 440																									
YES	148	80%	201	70%	228	80%	464	72%	225	72%	739	73%	286	73%	540	73%	376	78%	302	75%	325	72%	3,834	4,614	83.09%
NO	22	12%	54	19%	28	10%	105	16%	65	21%	173	17%	46	12%	103	14%	57	12%	48	12%	79	17%	780		16.91%
PROP 441																									
YES	142	76%	187	65%	205	72%	455	70%	222	71%	732	73%	267	68%	523	71%	372	77%	290	72%	319	70%	3,714	4,550	81.63%
NO	24	13%	68	24%	41	14%	110	17%	65	21%	169	17%	58	15%	109	15%	54	11%	53	13%	85	19%	836		18.37%
PROVISIONAL BALLOTS																							TOTAL		
COUNTED	6		9		9		16		8		14		7		27		14		7		16		133		
NOT COUNTED	1		2		1		4		5		1		0		2		5		4		2		27		
REJECTED BALLOTS (EARLY)																									TOTAL
LATE	9		3		4		8		3		13		10		11		5		5		5		76		
BAD SIGNATURE	0		0		1		1		0		0		2		0		0		0		0		4		116
NO SIGNATURE	0		5		2		3		3		6		4		3		5		1		4		36		

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing – Zoning Extension for Avondale Gateway Center PAD (PL-12-0153)

MEETING DATE:
September 17, 2012

TO: Mayor and Council

FROM: Tracy Stevens, Planning Manager (623) 333-4012

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: This is a request for a one year extension of Planned Area Development zoning on the subject property to September 18, 2013, subject to two staff recommended conditions.

PARCEL SIZE: Approximately 84 acres

LOCATION: Southwest corner of 107th Avenue and Interstate 10 (Exhibits A, B, and C)

APPLICANT: Mr. Marcos Ergas, The Ergas Group (604) 687-2310

OWNER: Mr. Marcos Ergas, The Ergas Group (604) 687-2310

BACKGROUND:

The property was annexed into the City March 17, 1986. Upon adoption of the City's 1990 Zoning Ordinance and Map, the property was zoned Agricultural (AG). The General Plan Land Use Map identifies the property as Employment. On August 18, 2008 the City Council approved case Z-07-16 Avondale Gateway Center, through Ordinance 1321-808, rezoning the property to Planned Area Development (PAD).

The PAD Development Plan provides for offices use along Interstate 10, commercial and business park uses along 107th Avenue, and business park uses on the balance of the property to the south and west. Maximum building heights are 150 feet/10 stories north of the Roosevelt Street alignment, in conformance with the Freeway Corridor Specific Plan. The PAD is in conformance with the 2002 General Plan, the General Plan that was effective when the extension application was submitted on July 17, 2012.

A one-year extension of the PAD was approved by the City Council last year, on November 7th (Exhibit I). In 2010, the Roosevelt Street alignment through the property was designed for a high-capacity transit corridor (HTC). This corridor was defined further in the General Plan 2030 update. The alignment of Corporate Drive and Roosevelt Street approved in the PAD Development Plan does not conform to the HTC route. Staff is recommending conditions of approval to amend the PAD to establish the Roosevelt Street HTC through the property. This condition was part of last year's approval, but due to the foreclosure of the property and sale to its current owner, those conditions were not able to be completed in the past year. As part of this year's request, staff is recommending that last year's stipulations be repeated in order to allow the new property owner and City staff to work together to ensure the City obtains the necessary right-of-way for the important future transit corridor.

SUMMARY OF REQUEST:

1. The applicant is requesting a one year extension of the expiration date of PAD zoning to September 18, 2013 (Exhibit F). The current property owner recently acquired the property as the result of a foreclosure and is requesting this extension in order to maintain the zoning while development opportunities are explored.
2. Staff is recommending conditions of approval requiring dedication of right-of-way for a high-capacity transit corridor along Roosevelt Street, and amending the PAD Development Plan roadway alignment maps.
3. Staff is recommending a condition of approval amending the PAD Development Plan to remove language conflicting with the Zoning Ordinance. The PAD requires that City Council approve Master Site Plans, and substantial changes to Master Site Plans be reviewed by Planning Commission and approved by City Council. All site plans are reviewed and approved administratively by staff provided that they are in conformance with the approved PAD Development Plan.
4. All conditions of approval recommended with this application were originally approved last year. This year's extension simply extends these conditions along with the PAD zoning itself.

PARTICIPATION:

Public meetings or notifications are not required for PAD extension requests.

PLANNING COMMISSION ACTION:

The Planning Commission does not hear PAD extension requests.

ANALYSIS:

Conformance with General Plan and Freeway Corridor Specific Plan
The application was submitted while the 2002 General Plan Land Use Map was still in effect. As such, the 2002 General Plan must be used when evaluating this request. That General Plan Land Use Map identifies the property as Employment. The intent of Employment is to encourage facilities that provide non-retail jobs at pay rates higher than minimum hourly wages. The approved PAD is in substantial conformance with the General Plan that was in effect at the time of application. The office uses shown along the freeway to the north, and business park uses to the south between Gateway Boulevard and Corporate Drive, are typical of Employment's intent. The mix of commercial and business park uses along 107th Avenue on the eastern end of the property have been regulated by the PAD to be primarily oriented towards, and supportive of, the office and business park uses on the rest of the property to the west.

The approved PAD complies with the Freeway Corridor Specific Plan. The building heights allowed by the PAD, 150/10 stories north of Gateway Boulevard, complies with the amended Freeway Corridor Specific Plan. Buildings along the freeway shall face the freeway, and parking shall be screened from the view of motorists on the freeway.

Conformance with the Zoning Ordinance, Design Manual, and Engineering Requirements
The approved PAD is in substantial conformance with the Zoning Ordinance with regard to allowed uses. The uses allowed in the office subarea of the PAD property along the freeway are modeled upon the Commercial Office (C-O) Zoning District. The PAD deviates from the C-O District by allowing restaurants as a permitted use. The uses allowed in the business park subarea are modeled upon the Commerce Park (CP) Zoning District. The PAD deviates from the CP District by prohibiting vehicle repair uses, limiting warehousing to 30,000 s.f. per building, and by allowing hotels, athletic clubs, and chartered financial institutions as permitted uses. The uses allowed in the commercial/business park subarea of the PAD along 107th Avenue were custom created to allow for commercial and retail uses that benefited, and served, the office and business park in the rest of the PAD. Retail tenant spaces are limited to no more than 20,000 s.f. in order to prevent “big box” regional commercial development, and the number of drive-thrus is limited to one (or three if the other two are completely screened from view from 107th Avenue by building placement).

The approved PAD is in substantial conformance with the Zoning Ordinance with regard to development standards. Maximum building heights north of Gateway Boulevard are 150 feet/10 stories, and south of Gateway Boulevard are 40 feet/4 stories. In the business park subarea minimum building setbacks were reduced from 25 to 20 feet, and maximum building coverage of 50% was eliminated.

The approved PAD exceeds the Zoning Ordinance development standards by requiring minimum building heights of 3 stories in the office subarea, increasing building setbacks from 20 to 30 feet away from 107th Avenue, increasing minimum landscaping in business park subareas from 5% to 10%, and increasing minimum landscaping in parking areas near the freeway from 5% to 15%.

The approved PAD substantially complies with the signage requirements of the Zoning Ordinance with only a few minor exceptions. These exceptions include allowing the one freeway pylon sign to be 75 feet height, instead of 65 feet. The 75-foot height matches the Avondale Automall's freeway pylon sign. The approved PAD also allows individual pads along 107th Avenue to have their own monument sign, when the Zoning Ordinance would prohibit pads in a master planned development from having their own monument signs.

The approved PAD does not conform to the current Zoning Ordinance with regard to off-site infrastructure phasing. The current Zoning Ordinance requires that all off-site infrastructure be constructed as part of the first phase. The approved PAD provides for a first phase north of Gateway Boulevard that includes off-site infrastructure improvements to the half-width of 107th Avenue between I-10 and Gateway Boulevard, full-width improvements to Gateway Boulevard, and half-width improvements to 111th Avenue along the western edge of property (Exhibit F - Exhibit 14).

All development in the approved PAD is required to comply with the City's Commercial, Industrial, and Multi-Family Residential Design Manual, per a condition of approval adopted in Ordinance 1321-808 rezoning the property to PAD.

The PAD substantially complies with the Public Art Ordinance, which requires a minimum 0.25% of development valuation to go to public art, with maximums established by square footage as follows: 50,000-250,000 s.f. cap of $100,000; 250,001 - 350,000 s.f. cap of $125,000; and, 350,001 s.f. and greater cap of $150,000. The approved PAD requires a minimum of 1% development costs to go to public art, but sets the cap at $100,000.

PAD Zoning Expiration

The Zoning Ordinance requires that development of the first phase commence within three years of the effective date of the ordinance rezoning the property to PAD. Application for a one year extension of this deadline may be made to City Council. City Council may grant a maximum of four such extensions. If an extension is denied, City Council may revert the zoning of the property to its previous zoning.

The effective date of the Avondale Gateway Center PAD rezoning ordinance was September 18, 2007. A one-year extension was granted by Council on November 7, 2011 that maintained the validity of the PAD through September 18, 2012. This is the second PAD extension request for this PAD. If the PAD zoning extension application is granted, the property will remain zoned PAD through September 18, 2013.

Conclusion:

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested one year extension of PAD zoning with the following conditions of approval:

1. In order to conform to current City transportation and development plans, the alignment of Corporate Drive adjacent to this property needs to be abandoned and the Roosevelt Street alignment needs to be extended from Avondale Gateway east to 107th Avenue (Exhibit H). The approved roadway section for Roosevelt Street is COA Std. Det. A1004 (modified). The modification includes an additional 30' of right-of-way width to accommodate a future transit corridor. This yields a total required right-of-way width of 130'. In order to accommodate this need for the Avondale Gateway Center PAD extension, the following shall occur no later than September 18, 2012:

    a. The City shall abandon all right-of-way previously dedicated as Corporate Drive.
    b. The applicant shall dedicate the full half-street right-of-way of 65' along the southern parcel line of Parcel 102-56-003E.
    c. The applicant shall dedicate the full half-street right-of-way of 65' along the southern parcel line of Parcel 102-56-002B.
    d. The applicant shall dedicate the full half-street right-of-way of 65'along the northern parcel line of Parcel 102-56-005Q
    e. The applicant shall dedicate the full half-street right-of-way of 40'along the western parcel line of Parcel 102-56-005Q.
    f. If not already dedicated, the applicant shall dedicate the full half-street right-of-way of 40'along the western parcel line of Parcel 102-56-002B.
    g. Right-of-way triangles shall be per City of Avondale General Engineering Requirements Manual.
    h. All dedicated rights-of-way shall include an additional 8' width for Public Utility Easements.

    Dedications in addition to the above, may be necessary to accommodate undergrounding irrigation lines and utilities as determined by the utility authorities.

2. The last sentence in paragraph 5 of page 10, which requires City Council approval of each Master Site Plan, and the last paragraph (paragraph 6) of page 10, which requires Planning Commission review and City Council approval of changes to a Master Site Plan, are both struck and deleted from the Development Plan document. Master Site Plans shall be reviewed and approved administratively by staff.

FINDINGS:

The proposed request substantially complies with the requirements of the 2002 General Plan in effect at the time of submittal, the Freeway Corridor Specific Plan, the Zoning Ordinance, and the preferred high-capacity transit corridor route.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing and **APPROVE** application PL-12-0153.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-12-0153, a request for a one year extension of PAD zoning for Avondale Gateway Center through September 18, 2013, subject to the two staff recommended stipulations.

ATTACHMENTS:

Click to download

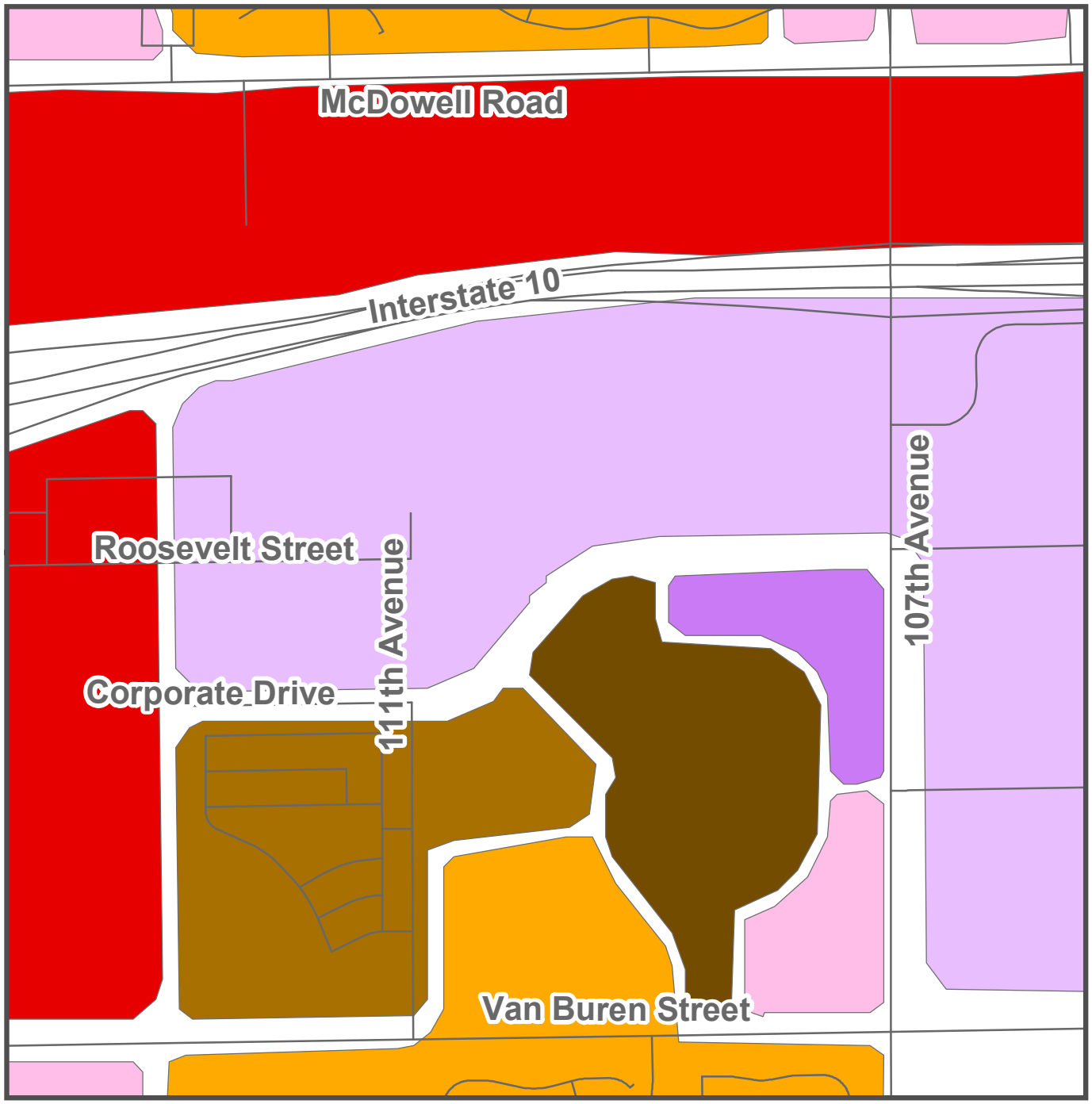
- Exhibit A - General Plan Land Use Map (2002 General Plan)
- Exhibit B - Zoning Vicinity Map
- Exhibit C - Aerial Photograph
- Exhibit D - Summary of Related Facts
- Exhibit E - Ordinance 1321-808 ApprovingAvondale Gateway Center PAD Zoning
- Exhibit F - Approved Avondale Gateway Center PAD Development Plan
- Exhibit G - Exgtension Request Narrative from Owner/Applicant Marcos Ergas
- Exhibit H - High-capacity Transit Corridor ROW Map
- Exhibit I - Excerpt from City Council Minutes, Regular Meeting of November 7, 2011

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

NOTE: This exhibit shows the 2002 General Plan Land Use Map in effect when this application was submitted.

Exhibit A



Avondale Gateway Center PAD Extension

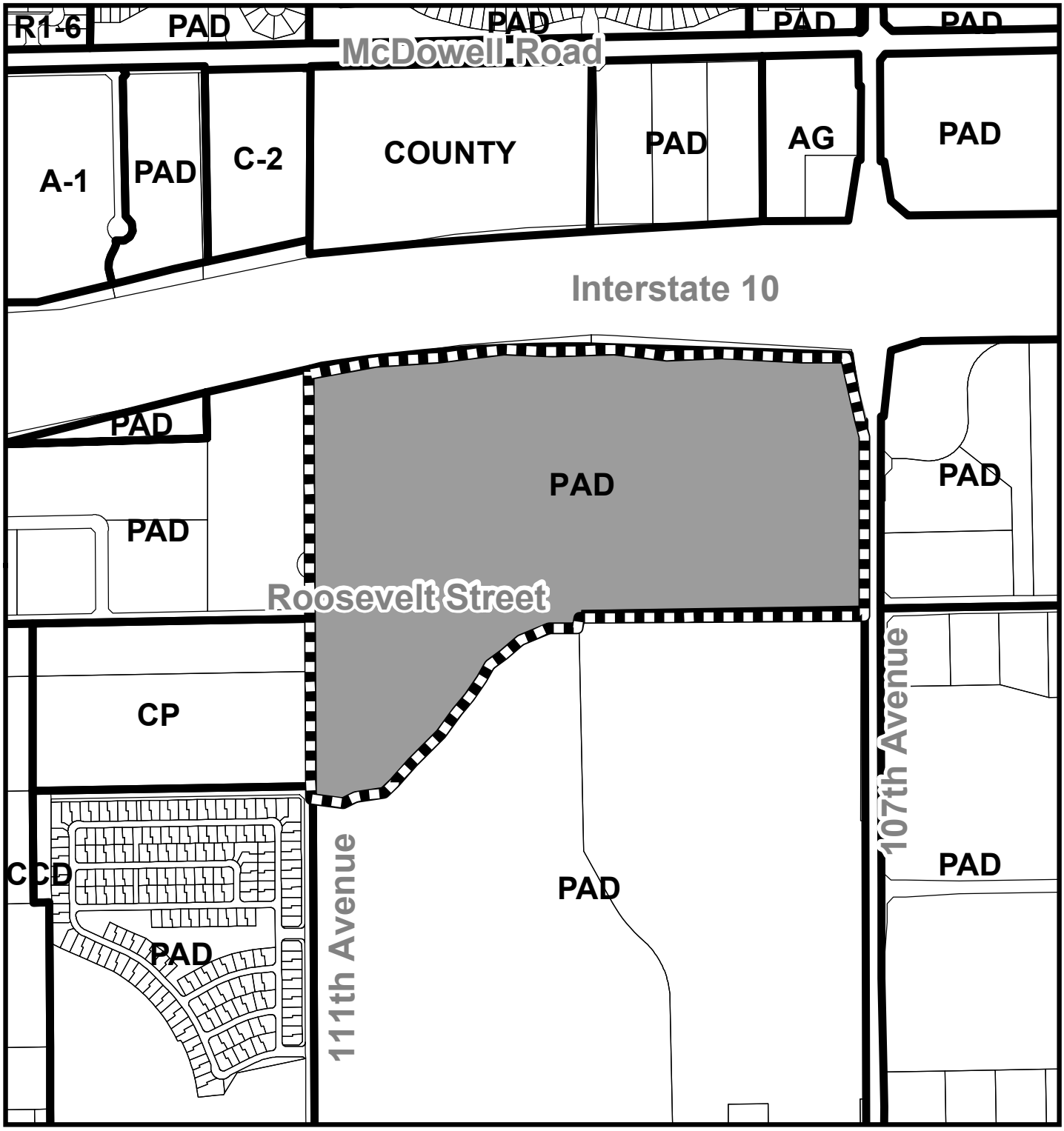
Application PL-12-0153

General Plan Land Use Map

- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B



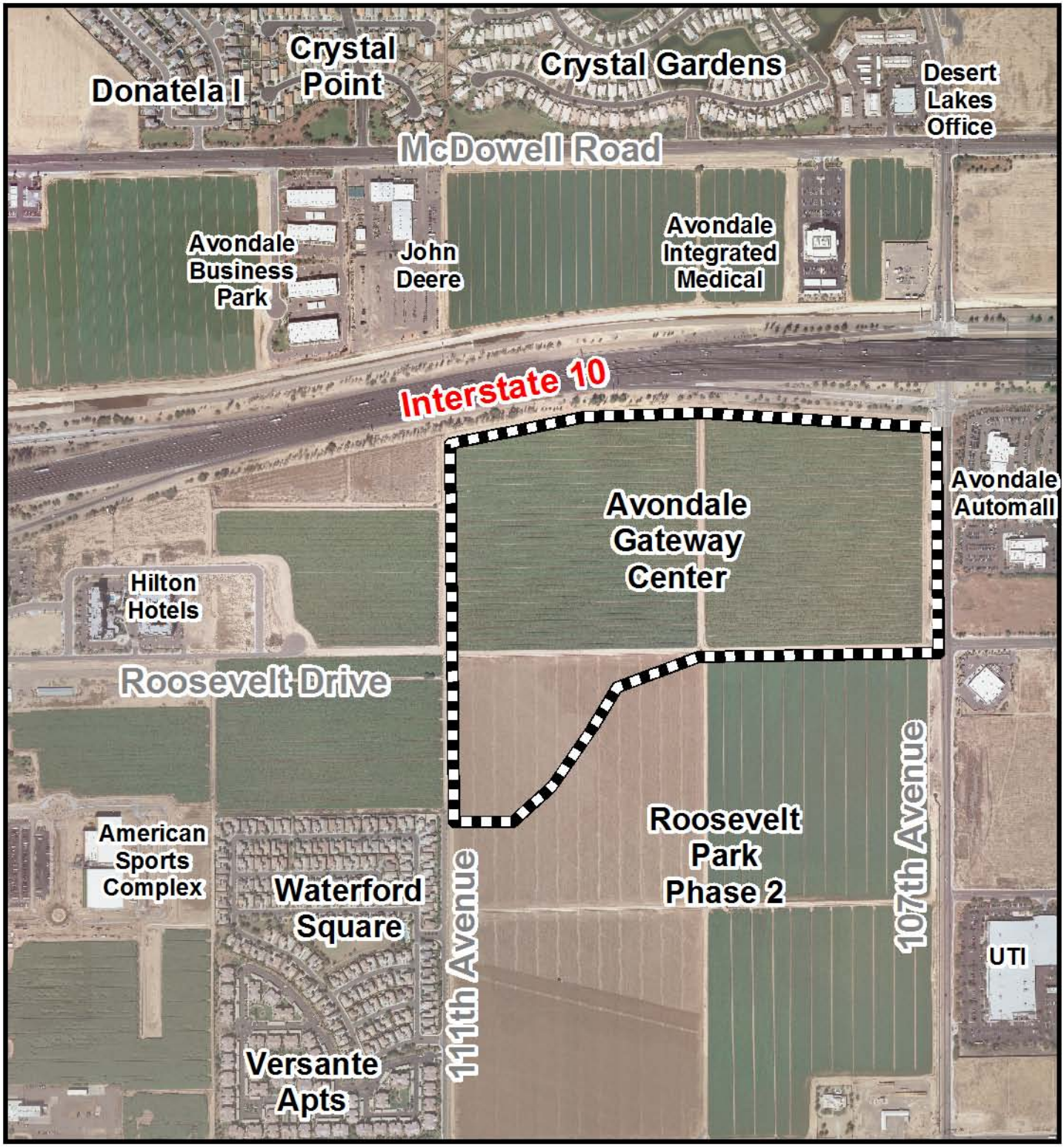
Zoning Vicinity Map
Avondale Gateway Center PAD Extension

Application PL-12-0153

Avondale

Subject Property

Exhibit C



Aerial Photograph 2011
Avondale Gateway Center PAD Extension

Application PL-12-0153

Avondale

Subject Property

Exhibit D

SUMMARY OF RELATED FACTS

Application PL-12-0153 - Request to extend the Avondale Gateway Center PAD zoning through September 18, 2013.

THE PROPERTY	
PARCEL SIZE	Approximately 84 acres
LOCATION	SWC of Interstate 10 & 107th Avenue
PHYSICAL CHARACTERISTICS	Relatively flat property
EXISTING LAND USE	Agricultural field
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 3/17/1986, Rezoned to PAD 8/18/2008
DEVELOPMENT AGREEMENT	No.

SURROUNDING ZONING AND LAND USE	
NORTH	Interstate 10 – freeway
EAST	PAD – Avondale Automall (retail)
SOUTH	PAD – Roosevelt Park Phase 2 (single-family detached residential) (vacant – farmland)
WEST	PAD – Avondale Gateway (hotels, restaurants) CP – owner "Rapid-Spain USA" (vacant – farmland)
GENERAL PLAN	
The property is designated as **Employment** on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School
HIGH SCHOOL	Tolleson Union High School

STREETS	
107th Avenue (West Half)	
Classification	Arterial
Existing half street ROW	60’
Required half street ROW	65’
Existing half street improvements	1 through lane, striped median, curb & gutter, street lights, and attached sidewalk.
Future improvements (CIP Project)	2 through lanes, landscaped median, bike lane, curb & gutter, sidewalk, landscaping, and street lights.
Roosevelt Street (Full Street)	
Classification	Major Collector
Existing full street ROW	0’
Required full street ROW	100’ plus 30’ for high-capacity transit
Existing full street improvements	None
Standard full street improvements	2 through lanes, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, streetlights, and landscaping
Gateway Boulevard (Full Street)	
Classification	Minor Collector
Existing half street ROW	0’
Required half street ROW	80’
Existing half street improvements	None
Standard Collector improvements	2 through lanes, median/turn lane, 2 bike lanes, detached sidewalks curb & gutter, street lights, and landscaping
111th Avenue (Eastern Half)	
Classification	Minor Collector
Existing half street ROW	0’
Required half street ROW	40’
Existing half street improvements	None
Standard Collector improvements	1 through lanes, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping
109th Avenue (Full Street)	
Classification	Minor Collector
Existing half street ROW	0’
Required half street ROW	80’
Existing half street improvements	None
Standard Collector improvements	2 through lanes, median/turn lane, 2 bike lanes, detached sidewalks, curb & gutter, street lights, and landscaping

UTILITIES
There is an existing 16” waterline and existing 15” sewer line in 107th Avenue. New lines will run under the public streets within the development to serve future users.

Exhibit E

ORDINANCE NO. 1321-808

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 84 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF 107TH AVENUE AND INTERSTATE 10, AS SHOWN IN FILENAME Z-07-16, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

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

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

WHEREAS, the Commission held a public hearing on Thursday, July 17, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on August 18, 2008.

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

SECTION 1. That + 84 acres of real property generally located at the southwest corner of 107th Avenue and Interstate 10, as shown in filename Z-07-16 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall conform to the Avondale Gateway Center PAD General Development Plan Narrative date stamped June 9, 2008 (the "Development Plan"), except as modified by these stipulations.

2. No building permits for retail uses within the Employment/Commercial sub-area of this PAD shall be approved unless building permits have been issued for an equal or greater square footage of building within the Office or Business Park sub-areas of this PAD or within the Business Park or Mixed-Use/Office sub-areas of the adjacent Avondale Gateway PAD (Z-05-5). The square footage of the existing Hilton Garden Inn and Homewood Suites hotels (APN 102-56-018) shall not count toward this requirement.

3. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

4. Within the Employment/Commercial sub-area, all retail building end-cap suites shall provide a west-facing customer entrance so as to maximize accessibility from the Office and Business Park sub-areas.

5. No more than one drive-through use shall be located adjacent to 107th Avenue. Up to two additional drive-through uses may be allowed within the Employment/Commercial subarea if they are located within the interior of the site and views from 107th Avenue are minimized by the strategic placement of other buildings.

6. Pedestrian scale lighting shall be provided within all plazas and similar pedestrian gathering areas within the Office sub-area.

7. Trees shall be planted between the curb and sidewalk within the right-of-way adjacent to all collector roadways, as displayed in Exhibit 9 of the Development Plan, overhead plan view. The cross-section view in Exhibit 9, which does not show trees between sidewalk and curb, shall be disregarded.

8. The PAD will be restricted to no more than 30% of medical office use per sub area as analyzed in the preliminary traffic study analysis.

9. Right-of-way shall be dedicated by Final Plat to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:

Street	**Right-of-way Widths Required**
107th Avenue	Arterial Half Street – 65 Feet
Corporate Drive	Major Collector Half Street – 50 Feet
Roosevelt Street	Minor Collector Full Street – 80 Feet
Gateway Boulevard	Minor Collector Full Street – 80 Feet
111th Avenue	Minor Collector Half Street – 40 Feet
109th Avenue	Minor Collector Full Street – 80 Feet

10. Prior to issuance of the first certificate of occupancy or certificate of completion for any building on site, the developer shall be required to construct all Phase 1 infrastructure improvements as shown in the revised phasing exhibit date stamped July 31, 2008. All improvements shall be completed per the then-current City of Avondale standards.

11. Prior to issuance of the first certificate of occupancy or certificate of completion for any building south of Gateway Boulevard having frontage on Corporate Drive, requiring access to Corporate Drive, or determined to be required as part of an earlier phase based on results of the traffic study submitted during master site plan review, the developer shall be required to construct all Phase 2 infrastructure improvements as shown in the revised phasing exhibit date stamped July 31, 2008. All improvements shall be completed per the then-current City of Avondale standards.

12. A full traffic impact study for the +/- 84 acre subject property will be required with the first master site plan submittal. Proposed phasing may change based on results of the traffic study.

13. Additional right-of-way may be required at the time of master site plan approval for intersections, turn lanes, decelerations lanes, bus pull-out bays, transit stops, and other site specific requirements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer. Construction of these improvements will be required with adjacent street improvements.

14. The Developer shall make a contribution to the City toward traffic signals will be determined based on results of the Traffic Impact Study, including required for 107th Avenue & Corporate Drive, and 107th Avenue & Gateway Boulevard, if warranted. In addition, if other signals are determined to be warranted or if a significant portion of site generated traffic impacts nearby traffic signals, additional cost contribution may be required. Also, the intersection of 107th Avenue & Gateway Blvd. may be too close to the I-10 interchange for a traffic signal and may be required to have restricted turning movements; final decision will be based upon the results of the revised traffic study and site plan application, as determined by the City Engineer.

15. The developer shall relocate the 69 KV power poles along 107th Avenue out of the ultimate right-of-way prior to issuance of the first certificate of occupancy or certificate of completion for any building within the Employment/Commercial sub-area. In the instance that the City's CIP project for 107th Avenue occurs prior to development in the Employment/Commercial sub-area, the developer shall reimburse the City the full cost required to relocate the 69 KV poles.

16. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.

17. All irrigation ditches on site or in the right-of-way adjacent to the site to be replaced/tiled with an underground pipeline and relocated (if necessary), or abandoned subject to the approval of the irrigation company and downstream users, if any.

18. Minimum master plan size shall be 8 acres.

19. Service Stations and Auto Repair Facilities shall not be permitted within the Business Park sub-area.

20. Non-chartered financial institutions shall be prohibited.

21. There shall be a minimum separation of at least 165 feet between all freestanding signage.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 18, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

890235.1

EXHIBIT A
TO
ORDINANCE NO. 1321-808

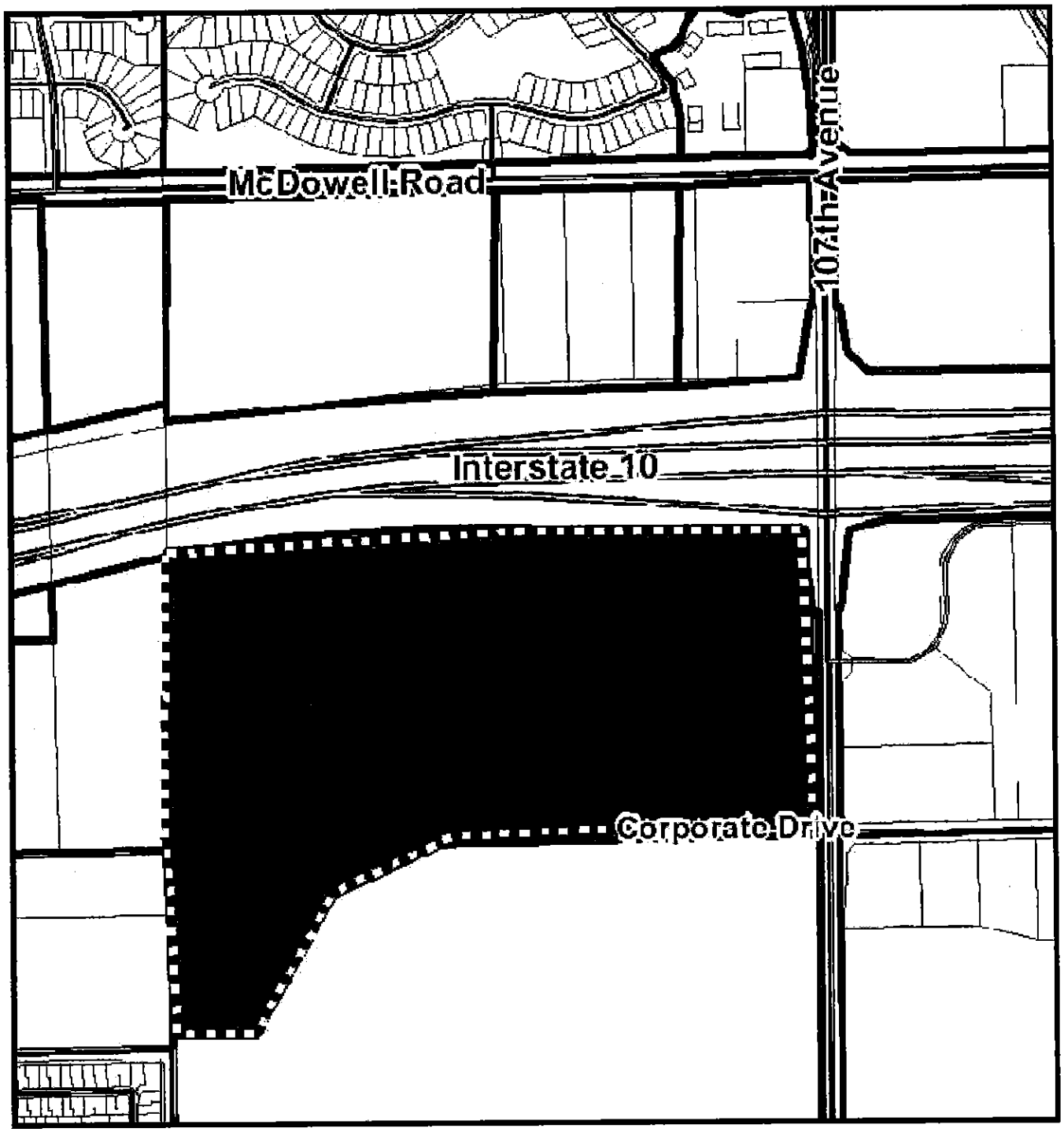
[Legal Description and Map of the Property]

See following pages.

Avondale Gateway Center
Legal Description

PARCEL NO. 1:
That portion of the Southeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:
Beginning at a 5/8 inch rebar found at the center of said Section 6 from which a City of Avondale brass cap in handhole found at the East quarter corner of said Section 6 bears North 88 degrees 46 minutes 43 seconds East 2628.24 feet;
Thence North 88 degrees 46 minutes 43 seconds East 966.57 feet along the North line of the Southeast quarter of said Section 6 to a point on a non-tangent curve concave to the Southeast whose radius bears South 27 degrees 59 minutes 10 seconds East 560.00 feet, said curve being the Northerly right of way line of Corporate Drive as deeded to the City of Avondale in Instrument No. 2007-0933123, Official Records of Maricopa County, Arizona;
Thence Southwesterly along the arc of said curve through a central angle of 24 degrees 01 minutes 00 seconds an arc length of 234.74 feet;
Thence South 37 degrees 59 minutes 50 seconds West 558.00 feet continuing along said Northerly right of way line to the beginning of a tangent curve to the right having a radius of 410.92 feet;
Thence Westerly along said curve to the right and along said Northerly right of way line, through a central angle of 51 degrees 30 minutes 43 seconds an arc length of 369.44 feet;
Thence South 89 degrees 30 minutes 33 seconds West 117.80 feet continuing along said Northerly right of way line to the West line of the Southeast quarter of said Section 6;
Thence North 00 degrees 29 minutes 20 seconds West 727.86 feet along said West line to the point of beginning.

PARCEL NO. 2:
That portion of the Northeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:
Beginning at a 5/8 inch rebar found at the center of said Section 6 from which a City of Avondale brass cap in handhole found at the East quarter corner of said Section 6 bears North 88 degrees 46 minutes 43 seconds East 2628.24 feet;
Thence North 00 degrees 29 minutes 20 seconds West 1161.06 feet along the West line of said Northeast quarter to a set ½" rebar with Cap marked RLS 42137 on the Southerly right of way of the Ehrenberg-Phoenix Highway;
Thence North 78 degrees 03 minutes 06 seconds East 53.22 feet along said Southerly right of way to an Arizona Department of Transportation Aluminum Cap marking the beginning of a non-tangent curve the center of which bears South 12 degrees 04 minutes 57 seconds East 7439.44 feet;
Thence Easterly along said Southerly right of way line and the arc of said curve through a central angle of 10 degrees 13 minutes 23 seconds, an arc distance of 1327.39 feet to its intersection with the Southerly line of that right of way deeded to the State of Arizona by instrument recorded in Instrument No. 92-0406971 Official Records of Maricopa County, Arizona;
Thence South 86 degrees 43 minutes 27 seconds East 1167.90 feet along said right of way line to an Arizona Department of Transportation Aluminum Cap;
Thence South 08 degrees 08 minutes 08 seconds East 276.57 feet along said right of way line to its intersection with the Westerly right of way line of 107th Avenue as deeded to the City of Avondale by instrument recorded in Instrument No. 04-1017218, Official Records of Maricopa County, Arizona;
Thence Southerly along said Westerly right of way line the following seven courses and distances:
Thence South 00 degrees 16 minutes 36 seconds East 200.36 feet;
Thence South 44 degrees 56 minutes 04 seconds West 42.89 feet;
Thence South 00 degrees 10 minutes 16 seconds East 60.00 feet;
Thence South 45 degrees 03 minutes 56 seconds East 50.46 feet;
Thence South 00 degrees 16 minutes 36 seconds East 302.57 feet;
Thence South 01 degrees 46 minutes 06 seconds West 140.12 feet;
Thence South 00 degrees 16 minutes 36 seconds East 88.67 feet to the Northerly right of way line of Corporate Drive as deeded to the City of Avondale in Instrument No. 2007-0933123, Official Records of Maricopa County, Arizona;
Thence Westerly along said Northerly right of way line the following five courses and distances:
Thence South 44 degrees 15 minutes 04 seconds West 42.79 feet;
Thence South 88 degrees 46 minutes 43 seconds West 820.30 feet;
Thence North 89 degrees 56 minutes 54 seconds West 450.11 feet;
Thence South 88 degrees 46 minutes 43 seconds West 50.00 feet to the beginning of a tangent curve to the left having a radius of 560.00 feet;
Thence Southwesterly along the arc of said curve through a central angle of 26 degrees 45 minutes 53 seconds an arc length of 261.59 feet to the South line of the Northeast quarter of said Section 6;
Thence South 88 degrees 46 minutes 43 minutes West 966.57 feet to the POINT OF BEGINNING.

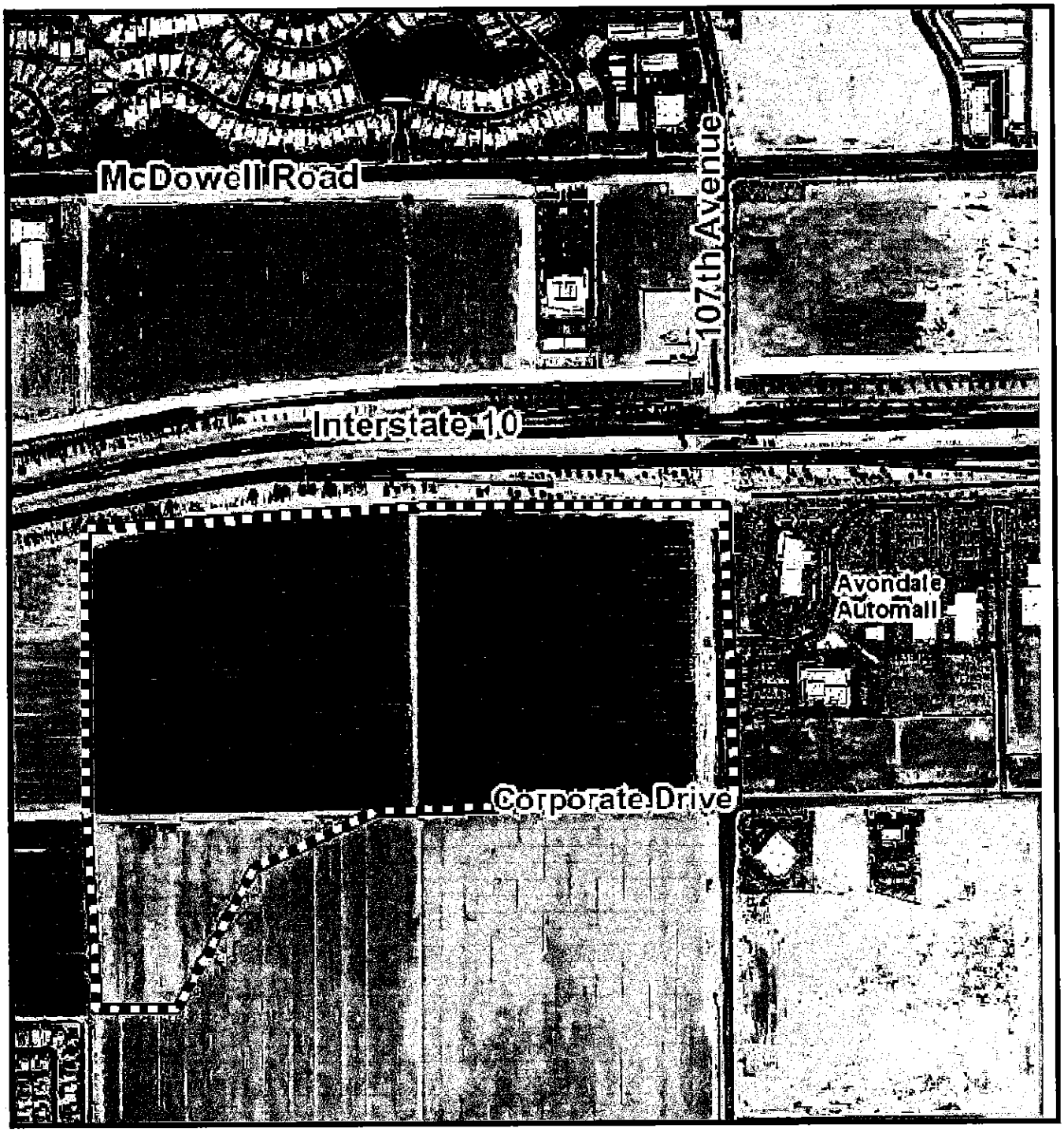


Application Z-07-16

Avondale

Subject Property

Exhibit B

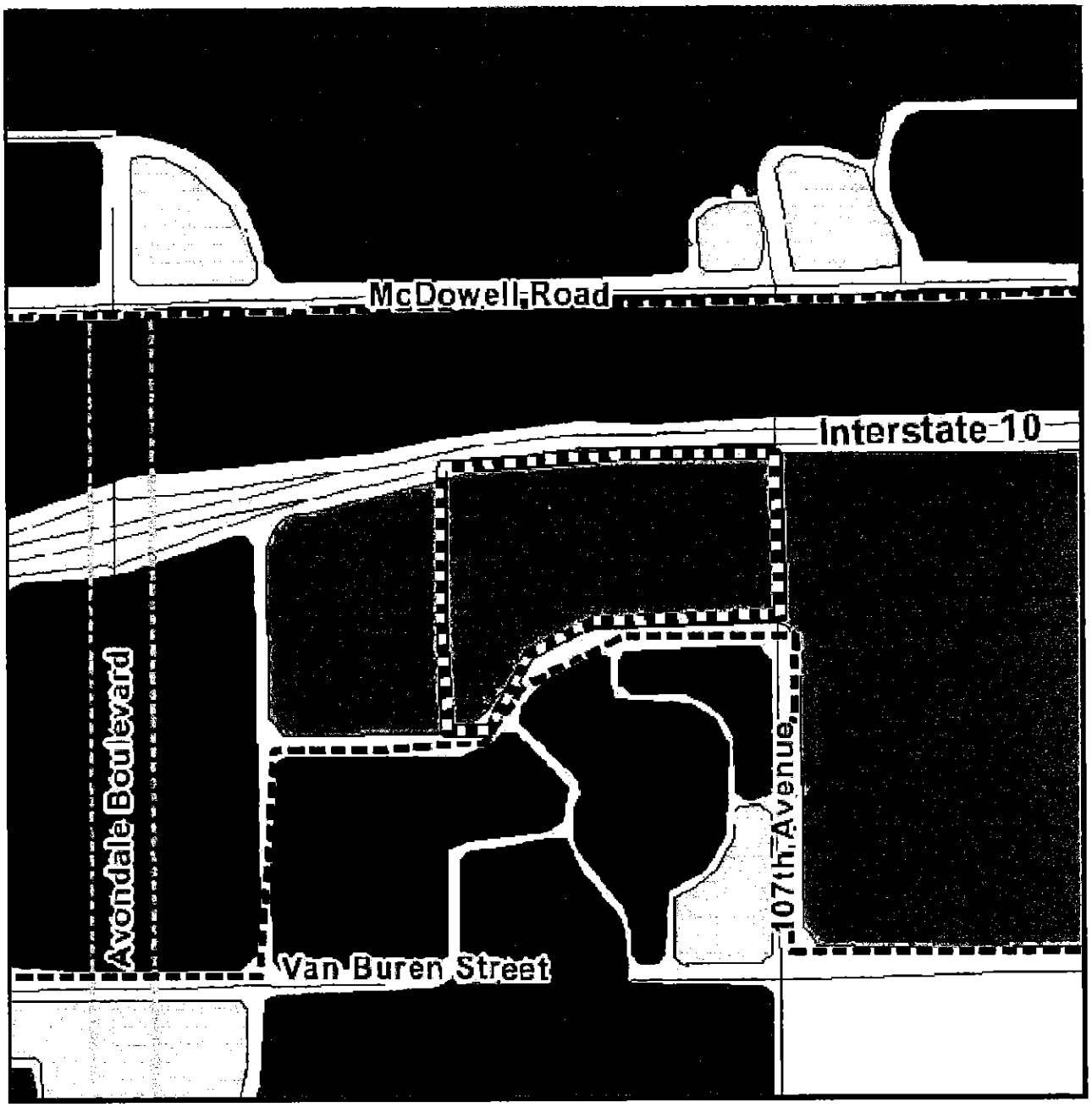


2008 Aerial Photo

Avondale

Subject Property

Exhibit C



General Plan Land Use Map

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

Exhibit D

SUMMARY OF RELATED FACTS

APPLICATION Z-07-16

PARCEL SIZE	Approximately 84 acres
LOCATION	SWC Corner of 107th Ave. & Interstate 10
PHYSICAL CHARACTERISTICS	The site is relatively flat and contains no structures
EXISTING LAND USE	Vacant
EXISTING ZONING	Agricultural (AG)
ZONING HISTORY	Annexed on March 17, 1986; zoned AG in 1990
DEVELOPMENT AGREEMENT	None

NORTH	Interstate 10
EAST	Avondale Automall PAD – Automobile Sales and Service
SOUTH	Rosevelt Park PAD – Mixed Use
WEST	Avondale Gateway - Mixed Use (Hotels, Restaurant, Retail, and Office)

Designated by General Plan land use map as Employment; subject parcel also falls within the boundaries of the Freeway Corridor Specific Plan.

SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary School
HIGH SCHOOL	Tolleson Union High School

107th Avenue (West Half)	
Classification	Arterial
Existing half street ROW	60'
Required half street ROW	65'
Existing half street improvements	1 through lane, striped median, curb & gutter, street lights, and attached sidewalk.
Future improvements (CIP Project)	2 through lanes, landscaped median, bike lane, curb & gutter, sidewalk, landscaping, and street lights.
Corporate Drive (North Half)	
Classification	Major Collector
Existing half street ROW	0'
Required half street ROW	50'
Existing half street improvements	None
Standard Collector improvements	2 through lanes, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping
Roosevelt Street – 111th Avenue to Corporate Drive (North Half)	
Classification	Minor Collector
Existing half street ROW	0'
Required half street ROW	40'
Existing half street improvements	None
Standard half street improvements	1 through lane, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, streetlights, and landscaping
Gateway Boulevard (Full Street)	
Classification	Minor Collector
Existing half street ROW	0'
Required half street ROW	80'
Existing half street improvements	None
Standard Collector improvements	2 through lanes, median/turn lane, 2 bike lanes, detached sidewalks curb & gutter, street lights, and landscaping
111th Avenue (Eastern Half)	
Classification	Minor Collector
Existing half street ROW	0'
Required half street ROW	40'
Existing half street improvements	None
Standard Collector improvements	1 through lanes, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping
109th Avenue (Full Street)	
Classification	Minor Collector
Existing half street ROW	0'
Required half street ROW	80'

Exhibit F

Avondale Gateway Center

Planned Area Development & General Development Plan

84+/- Acres at the Southwest Corner of 107th Avenue & Interstate 10
Avondale, Arizona

Revised June 2008

CITY OF AVONDALE
JUN 9 2008
DEVELOPMENT SERVICES
2-07-16

311

PROJECT TEAM

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I. INTRODUCTION AND SUMMARY OF REQUEST

I. INTRODUCTION AND SUMMARY OF REQUEST

Cavan Real Estate Investments ("Cavan") plans to develop an approximate 84-acre site at the southwest corner of I-10 and 107th Avenue (the "Property"). This development, called "Avondale Gateway Center" will include a variety of uses including office, restaurant, retail, business park, light industrial and other compatible uses that support both the Avondale General Plan and the Freeway Corridor Specific Plan.

A. Project Location / Surrounding Land Use

The Property is located at the southwest corner of I-10 and 107th Avenue north of Corporate Drive. Reference **Exhibit 1**: Aerial Map and **Exhibit 2**: Vicinity Map. The ALTA Survey and Legal Description for the Property is attached as **Exhibit 3**.

Directly north of the Property is the I-10 Freeway. East of the Property, across 107th Avenue, is the Avondale Auto Mall Planned Area Development which includes numerous automobile dealerships. West of the Property is the approved Avondale Gateway PAD which is currently being developed with two (2) hotels and is planned for future Commercial, Mixed Use / Office and Business Park. South of the Property is the approved Roosevelt Park PAD, which allows for a combination of high density single family, multi-family, and commercial uses.

B. Request

In accordance with the General Plan and the Freeway Corridor Specific Plan, this request is to rezone the Property to Planned Area Development (PAD) to allow for a variety of office, restaurant, retail, business park, light industrial and other compatible uses.

C. Existing Zoning

The Property is zoned Agricultural (AG). This district allows for agricultural, ranching and related uses until transition to suburban or urban land uses in accordance with the General Plan.

D. Conformance with City of Avondale's General Plan

The City of Avondale General Plan ("General Plan") designates the Property as Employment (see General Plan Map attached as **Exhibit 4)**. The General Plan states that this category designation "encourages facilities that provide employment opportunities, and the type of uses allowed in the employment category include general office and enclosed industrial uses along with retail and commercial uses that support the primary employment uses." This PAD is consistent with, and is in conformance with, the goals and objectives of the General Plan. Many of the General Plan elements related to the project are highlighted below.

General Plan - Economic Element

1. GOAL: PLAN LAND USES THAT SUPPORT A DIVERSE RANGE OF SUSTAINABLE ECONOMIC OPPORTUNITY.
   Agricultural employment and low skill jobs are decreasing in Avondale, while skilled employment types are increasing. We should plan for and promote a range of employment types.

   A. Objective: Reserve adequate land to accommodate commercial and future light industrial development to meet a job-to-population ratio of one job for every two residents.

      1. Policy: Reserve portions of freeway corridors for industrial development that will contribute to Avondale's overall economic vitality, environmental quality, and community character.

A portion of the Property is devoted to commercial and light industrial development to attract companies and industries with above average wages. The Property will provide a venue for high-end jobs and clean industry which the City recognizes is important to its future. The Property will provide significant new employment opportunities for Avondale and allow the expansion of existing businesses within the City. The design of the Property will promote a range of employment types including major office tenants, light industrial and commercial uses and allow them to locate in Avondale and make the Property one of Avondale's key corporate office sites.

2. GOAL: CONTINUE TO PARTICIPATE IN REGIONAL ECONOMIC DEVELOPMENT EFFORTS.

   B. Objective: Encourage development that will increase the City's sales tax revenues.

      2. Policy: Encourage mixed-use developments that provide nearby "captive" markets for retail uses.

      3. Policy: Strategically locate retail uses near potential markets within the City and outside its borders.

   D. Objective: Encourage a diversity of employment types to provide protection against market fluctuations in certain sectors of the economy.

      1. Policy: Encourage a diverse range of manufacturing, industrial, and employment opportunities in Avondale.

   E. Objective: Enhance the purchasing power of Avondale residents.

      1. Policy: Increase efforts to attract companies and industries with above average wages.

The Property will offer a variety of employment and commercial opportunities to Avondale residents while also attracting residents from other parts of the metropolitan area to Avondale for these services. The development of the Property will help meet the

goal of encouraging a diversity of employment types so as to provide increased job choice for Avondale citizens. Increased commercial variety will create a well-rounded community with a superior living experience while expanding municipal revenue.

General Plan - Growth Area Element

1. GOAL: ENCOURAGE ECONOMIC DIVERSITY WITHIN GROWTH AREAS.

   A. Objective: Encourage different economic foci within each growth area.

      2. Policy: Encourage regional and super-regional development within ¼ mile of I-10.

The Property is located within a Growth Area as designated within the City of Avondale General Plan. This category "indicates areas of intense employment, retail, or mixed-uses supported by high-volume transportation infrastructure and superior access." Growth areas are "appropriate locations for intense employment and retail uses." This Property meets the goals of the growth area by allowing for "high intensity employment, freeway commercial and retail uses adjacent to the I-10." The mix of economic activities will help Avondale remain prosperous regardless of changes that might occur within specific sectors of the economy.

E. Conformance with the Freeway Corridor Specific Plan ("FCSP")

The FCSP has incorporated the General Plan Land Use Map and designates the Property as Employment. The FCSP states that, "sites with high visibility are appropriate for corporate headquarters," and "retail centers, hotels and offices should be encouraged to utilize fully Avondale's transportation advantage of easy on-off access to the Freeway." This proposal promotes many of the objectives as identified in the FCSP.

One of the primary goals of the Freeway Corridor Specific Plan, is to "establish a distinctive image for the Corridor and the City of Avondale." This Property, being 84 acres in size, coupled with the common ownership of an additional 29 acres of land immediately west of this Property as part of the Avondale Gateway PAD, provides a unique opportunity to develop a large scale comprehensive master plan for almost an entire linear mile of highly visible freeway frontage, incorporating a common theme and distinctive image for the corridor and the City of Avondale, achieve a primary goal defined within the FCSP.

This application complies with the FCSP's required findings for approval of increased height by complying with the following performance criteria as identified within the FCSP:

1. The proposal conforms to the intent and objectives of the Freeway Corridor Specific Plan to help create a gateway to the Phoenix metro area with high visibility appropriate for corporate headquarters, "signature buildings" and architectural excellence. The retail, business, and office development will be able to utilize Avondale's transportation advantage of efficient on-off access to the Freeway.

2. The development will support the Boulevard streetscape concept as discussed in the DCSP by providing street and landscaping improvements which will exceed the minimum requirements.
3. The project will provide a compatible mix of land uses which include office, retail, and employment uses as defined within the proposed land use plan.
4. The project provides and incorporates public art into the site.
5. The project will be designed to be pedestrian friendly. Pedestrian plazas and enhanced pedestrian walkways will be incorporated into future site plans to connect major buildings and land uses within the development.

II. PROJECT DESCRIPTION

II. PROJECT DESCRIPTION

A. General Development Plan

The Avondale Gateway Center General Development Plan incorporates a mix of various land uses in accordance with the overall vision and intent of the Avondale General Plan and Freeway Corridor Specific Plan (see **Exhibit 5**). The General Development Plan is designed to blend well with the approved Avondale Gateway PAD (Case #Z-05-5) immediately to the west by extending the existing roadway alignments and section details, overall landscape and hardscape themes, and ensuring compatible land uses.

The subject site is highly visible and accessible from the Interstate 10 Freeway corridor via an existing interchange at 107th Avenue to the east. With development of the project, proposed new streets will connect the property to the Roosevelt Drive and the Avondale Boulevard interchange at I-10 to the west. These combined facilities will establish efficient circulation patterns and integrate the project into the surrounding properties. These factors provide opportunities for substantial office and other employment uses, business park uses, and general commercial and retail uses along the 107th Avenue alignment.

The General Development Plan defines the master roadway circulation elements, land use designations and initial parcelization (or lotting) proposed for the development. There are three (3) primary land use categories defined in the General Development Plan (as shown in Exhibit 5): 1) Office in the northwest portion of the site, adjacent to the I-10 freeway, 2) Business Park in the southwest corner of the site, and 3) Employment / Commercial along the eastern portion of the site adjacent to 107th Avenue.

Within the General Development Plan boundaries will be numerous parcels and lots as defined in this document. For development of individual parcels and/or lots, this document shall establish the standards for suitable development. Individual site plans for existing lots or parcels may be processed through the City as described below.

Master site planning shall be required for individual parcels or groups of parcels. Each master site plan will be compatible in context, character and quality to the guidelines and standards established in this General Development Plan and will conform to this PAD and the City of Avondale's development standards. Each master site plan shall be a minimum of eight gross acres in size, which corresponds to the smallest development parcel proposed within the General Development Plan. Any proposed drive thru uses must be analyzed at the time of master site plan review to ensure safe and effective automobile and pedestrian circulation. Parcels or lots approved in one master site plan may be amended by inclusion in a subsequent and/or separate master site plan submittal if necessary. City Council approval shall be required for each master site plan.

Changes to approved master site plans that substantially increase traffic, significantly change building square footage, or which have impacts on adjacent users, or include changes that alter the character of the Sub-area Master Plan, including but not limited to significant changes to approved building architecture or materials will be considered a Major Amendment to the Master Plan. Major Amendments shall be reviewed by the Planning Commission and approved by the City Council. All other changes are Minor Amendments and shall be reviewed and approved administratively.

Individual Site Plans
Once a master site plan is approved, all individual site plans within that master site plan area may be submitted for administrative review and approval for each building. All individual final site plans shall be in general conformance with the General Development Plan and applicable master site plan. All individual site plans will be submitted in accordance with Section 106, *Site Plan Review,* of the City of Avondale Zoning Ordinance and will be developed in conformance with this PAD, the Avondale Zoning Ordinance and the applicable Design Manual for Commercial or Industrial development.

Amendments to the General Development Plan
Any amendments or modifications to the General Development Plan and Program shall be in accordance with the following procedures as defied within Section 605 of the Avondale Zoning Code:

- Major Amendments: The following changes to the approved General Development Plan and Program shall be considered major if they involve any one of the following:
    - An increase in the approved totals of dwelling units or in the acreages devoted to commercial or industrials uses
    - A significant change in boundary lines of development units;
    - Any change which could have significant impact on areas adjoining the PAD;
    - Any change which could have a significant traffic impact on roadways adjacent or external to the PAD.
- Minor Amendments: All amendments deemed minor by the city planner shall be reviewed and approved administratively by the city planner upon finding that the amendment is in substantial conformance to the approved General Development Plan and Program.

B. Proposed Land Uses

1. Office

The purpose of the Office land use category is to provide office and other employment uses.

Permitted Uses
The following uses are permitted within the Office land use category of the PAD:

- Offices for professional, administrative, corporate, governmental, and general business;
- Medical, Wellness and Health-related facilities (Out-patient only);
- Research and Development;
- Banking and financial institutions with or without drive-thru facility;
- Media production or broadcasting studios (no on-site broadcasting towers);
- Cafeterias, coffee shops and/or food services, including outdoor dining;

Permitted Uses subject to a Conditional Use Permit

The following uses may be allowed within the Office land use category through the review and approval of a Conditional Use Permit. Conditional uses shall be processed in accordance with Section 108, *Conditional Use Permits,* of the City of Avondale Zoning Ordinance.

- Commercial, trade or business schools and training facilities with exception of schools of an industrial nature (such as automobile, constructions equipment, etc);

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Walk-up Automatic Teller Machines.
- Retail services (limited to a maximum 20% of gross floor area of the associated primary use).

2. *Employment / Commercial*

The purpose of the Employment / Commercial land use area is to provide quality office and employment uses, specialty retail and commercial services, shopping, and restaurants that will serve the existing and future employees, customers and residents in the area.

Permitted Uses

The following uses are permitted within the Employment / Commercial land use category:

- Office for professional, administrative, business and similar uses;
- Medical, dental, health, fitness and wellness offices, clinics and laboratories, including out-patient urgent care, surgical services;
- Full service restaurants, other sit down restaurants and delis without drive-thru facilities, coffee shops, and similar eating establishments;
- Brewpubs, taverns, and cocktail lounges, excluding adult live entertainment;
- Business services including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (excluding day labor);
- Banking and financial services without drive-thru facilities;
- Retail or wholesale sales of new merchandise (maximum of 20,000 square feet in gross floor area per user/tenant);
- Hotels, provided all rooms are accessed internally through a central lobby area;
- Conference, banquet, and event centers, etc.;
- Self service or full service gas stations, convenience stores;

Permitted Uses Subject to Conditions

The following uses are authorized within the Employment / Commercial land use category subject to the following conditions:

- Drive-thru facilities for coffee shops or restaurants provided:
    - Drive thru shall be reviewed at the time of master site plan approval.

- Pet and veterinarian care services (subject to Section 305 of the Zoning Ordinance)
- Pet boarding and day care facilities (subject to Section 305 of the Zoning Ordinance)
- Pharmacies and drug stores with drive-thru facilities, provided:
    - Drive thru shall be reviewed as the time of master site plan approval.
- Banking and financial services with drive-thru facilities provided:
    - Drive thru shall be reviewed at the time of master site plan approval.

Accessory Uses
The following uses are allowed as accessory uses directly related with a permitted use:

- Outdoor dining;
- Sidewalk Café;
- Walk up Automatic Teller Machines; and
- Car washes, Self-service or Full-service, associated with a gas station or car dealership

Permitted Uses subject to a Conditional Use Permit
The following uses may be allowed within the Employment/Commercial land use category through the review and approval of a Conditional Use Permit. Conditional uses shall be processed in accordance with Section 108, *Conditional Use Permits,* of the City of Avondale Zoning Ordinance.

- Automobile and Motor Vehicle sales and service, and all uses generally associated with sales, leasing and maintenance of automobiles, motor vehicles and equipment;
- Day care centers, pre-school centers, and adult day care centers.

3. Business Park

The purpose of the Business Park land use category is to provide offices, research facilities, manufacturing, wholesaling, and warehousing business in a business park environment or as stand-alone buildings.

Permitted Uses
The following uses are permitted within the Business Park land use category:

- Offices for professional, administrative, clerical, and sales services;
- Research, development and production laboratories;
- Medical, Wellness and Health-related facilities;
- Chartered financial institutions without drive thru facilities;
- Hotels, provided all rooms are accessed internally through a central lobby area;
- Athletic clubs, health clubs;
- Wholesaling and warehouse operations;
- Manufacturing or assembly of finished products or sub-assemblies so long as the primary use of the Property is not the basic processing and compounding of raw materials or food products, except as otherwise provided herein;

Permitted Uses Subject to Conditions

The following uses are authorized within the Business Park land use category subject to the following conditions:

- Chartered financial institutions with drive thru facilities provided:
  - Drive thru facilities shall be reviewed at the time of master site plan approval.

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Warehousing and distribution, with a maximum area of 30,000 square feet per building or tenant, excluding dead vehicle storage, trucking companies, and moving-storage companies;
- An integral residence for caretaker and family employed on-premises;
- Retail commercial operations directly related to the primary office or industrial use provided it does not exceed ten (10) percent of the total gross floor area of the primary office or industrial use.

Permitted Uses subject to a Conditional Use Permit

The following uses may be allowed within the Business Park land use category through the review and approval of a Conditional Use Permit. Conditional uses shall be processed in accordance with Section 108, *Conditional Use Permits,* of the City of Avondale Zoning Ordinance.

- Child care center;
- Grills, sandwich shops, cafes and other restaurants without drive thru facilities.
- Service stations and Auto Repair Facilities (except that this use shall not be allowed on any lot that directly fronts Corporate Drive).
- General retail sales provided that any store shall not have a sales area greater than five thousand (5,000) square feet in size.
- Motion picture studios.
- Radio and television studios with receiving and transmitting towers.
- Hospitals and other health care facilities.
- Public utility buildings.

III. DESIGN AND DEVELOPMENT STANDARDS

III. DESIGN AND DEVELOPMENT STANDARDS

A. Overview

The Avondale Gateway Center PAD has been envisioned to create an energetic, mixed-use environment that incorporates a diversity of massing scenarios within a dynamic vertical regime. Because of the very large size of the overall development area for Avondale Gateway Center, it is preferred that this application not focus on one particular single architectural theme. Building design will be reviewed and approved by the City Staff at the time of a Master Site Plan review with respect to the general representation of scale, massing, design color, materials, and overall visual strength, particularly as viewed from the pedestrian and vehicular perspective, but also from surrounding properties. This architecture will vary depending upon location, use, and appropriate massing, but will maintain some common design themes that create continuity between structures and land uses, and are consistent with the context of the project's overall development theming. Additionally, the Avondale Gateway Center PAD will comply with the Design Manual for Commercial, Industrial and Multi-Family Development.

B. Site Design

Building placement that creates opportunities for landscape features, plazas, courtyards, and/or outdoor dining is encouraged. Setback areas may be used to provide space for such areas. Each parcel within Avondale Gateway Center will be developed to ensure that building, parking, pedestrian/open space, entrances and retention areas are compatible with adjacent development. General guidelines for site design include:

- Incorporate pedestrian circulation and open spaces, with benches, outdoor eating areas and green spaces, enhanced through the utilization of a variety of paving materials, landscaping, signage and lighting.
- Maintaining appropriate distances between structures to minimize the impact of parking.
- Parking for each development within Avondale Gateway Center will be provided via onsite surface parking lots or parking structures, with controlled points of access from adjoining thoroughfares. Parking areas shall include landscape treatments to break up the monotony of large paved areas, providing shade and defined access points in parking areas, with aisles oriented to facilitate pedestrian movement to the building(s) served as well as pedestrian paths creating a pedestrian-friendly environment. Parking canopies or parking structures shall be architecturally compatible with to the primary structure. All parking structures will be required to submit an operational parking garage analysis for review and approval by the City at Master Site Plan.
- Mechanical equipment, including equipment located on a rooftop but not including solar panels, shall be screened from the view of a person standing on the property line on the far side of an adjacent public street. These screens shall be designed to utilize common structural materials and colors

maintaining compatibility with the respective buildings, especially where mechanical equipment is placed on a structure's rooftop.

- Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscape so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets. Screening materials for solid waste collection and loading areas shall be the same as, or of equal quality to, the materials used for the principal building.
- Building structures and parking shall be surrounded by a continuous landscape / hardscape perimeter, interrupted only by access drives and pedestrian connections. The landscape perimeter shall be compatible to the landscape theme of adjacent thoroughfares to reinforce the landscape design of that street.
- Lighting materials and features in Avondale Gateway Center shall be designed in accordance with common light standards for the PAD and will be located to minimize the "bleeding" of light onto any adjacent residential properties, but also be suitable for safety and visibility of directional signage. The height of parking lot lighting shall be consistent with adjacent developments, and will be consistent with City of Avondale standards. Site Lighting for Avondale Gateway Center shall consist of: a) Streetlights (located in street rights-of-way), b) parking lot lights, c) support landscape lighting, d) sidewalk lighting, d) bollards, and e) other building entrance and pedestrian way lighting, depending on structural preferences.
- Common open space areas shall be located so as to be readily accessible and useable by employees or visitors in various locations of the development, unless the lands are sensitive natural resources and access should be restricted.
- Buildings are encouraged to be located at or near the front setback line or create a significant visual presence to the street.
- Parking lots should not be the dominant visual elements to the site. Large expansive paved areas shall not be placed along 107th Avenue or Interstate 10. Instead smaller multiple lots located to the side or rear of the buildings and separated by landscaping is encouraged.
- Bicycle facilities will be provided adjacent to the major buildings to encourage alternative modes of transportation to and from the property.
- Currently, there is no transit service provided adjacent to the property. In the future, if transit service is made available, the developer will work with the City and applicable transit agency to provide appropriate transit facilities.

C. Building Design

The provisions of this section seek to create an attractive, high quality mixture of architectural styles with primary emphasis on corporate office, general commercial and

business park appearance. The design of each building within the overall development, including complementary uses such as retail, restaurants and hotels, will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. Representative images of similar types of design material have been included with this document with the intent to express a common level of quality and design vernacular. See Architectural Character attached as **Exhibit 12**. These images have been provided for general illustrative purposes only, and do not represent the designs for any specific structures within Avondale Gateway Center.

Building Design Elements
The desirable architectural design elements for the various building types within Avondale Gateway Center may include:

- Distinction in roof form and parapet heights
- Incorporating clearly pronounced recesses and projections
- Presentation of wall plane / building off-sets
- Application of other reveals and projections and subtle changes in texture and color of wall surfaces
- Use of recessed windows and fenestrations
- Use of protected and recessed building entries
- Treatment of vertical accents or focal points

Excessive use of decorative detail applied to the surface of a building is discouraged.

Primary entrances to buildings shall be distinguished with façade variations, porticos, roof variations, recesses or projections, or other integral building forms.

A rich material base that emphasizes variety is encouraged on the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material shall be used to highlight significant building features and massed elements.

All sides of a building that are visible from a public space shall express consistent architectural detail and character.

Screening devices, site walls and enclosed service, loading and refuse areas shall be designed to be an integral part of the building architecture.

All downspout shall be internalized or integrated as an architectural element of the building.

Windows and glazing areas shall include a variety of shapes, insets, shading devices, accent mullions or other treatments that complement the overall building design.

The design of each building adjacent to the freeway shall consider the speed and direction of travel on the adjacent freeway. Particular design emphasis should be placed on those sides of the building most visible to freeway traffic. False building facades may be used to promote corporate image on large wall expanses or for non-administrative buildings on the most critical building sides.

Building Massing

The visual impact of a building depends not only on its size, but also on the relationship between its length, width and height. Also, such features as prominent entries, windows, color and materials are factors in the visual impression of a building.

Building wall articulation is required on the buildings with appropriate details and elements to help create pedestrian scale and a sense of quality.

Reduction of building mass may be achieved by using a combination of the following techniques:

- Variation in the rooflines and form;
- Use of ground level arcades and covered areas;
- Use of protected and recessed entries;
- Use of vertical elements on or in front of expansive blank walls;
- Use of pronounced wall plane offsets and projections;
- Use of focal points and vertical accents;
- Inclusion of windows on elevations facing streets, publicly traveled drive aisles and pedestrian areas; and
- Retaining a clear distinction between roof, body and base of building.

Roofs

All pitched-roof structures should be roofed with pre-cast "color-thru" concrete tile. Flat roofs shall be an earth-toned non-reflective material.

Variations in rooflines, one-way parapets or other significant roof or canopy forms shall be used to reduce the scale of commercial and industrial buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building. Parapets for concealing flat roofs shall feature three dimensional cornice treatments or other similar details that enhance the building architecture. Where not used in conjunction with other roof elements, parapets should vary in height.

The size of all roof elements shall be appropriate to the size and scale of roofing materials used. Buildings with sloping roofs should include multiple planes.

Elevations/Walls

Particular attention to detail shall be given to all sides of buildings so that the main architecture theme/style is articulated on all sides. Materials shall be carried form the main elevation throughout the entire design of the building.

Approved Exterior Wall Material: Common clay brick, granite, marble or other natural stone, concrete masonry units (provided that surfaces are painted, stained or have attractive exposed aggregate which must be approved as to color and texture) and shall have architectural relief, architectural metal, and stucco or plaster (synthetic systems simulating stucco or plaster are permitted) provided that finishes must be smooth, sand, or ceramic tile. Concrete may be allowed provided that the building is highlighted with architectural features that create a corporate image. All exterior wall materials and design must be approved by City Staff.

Approved Exterior Wall Colors: All exterior walls shall be painted, stained, or integrally colored in non-reflective, neutral desert or earth tones. Accent colors found in the native desert palette are encouraged to provide design interest and diversity. A combination of complimentary colors and materials will be used to create variety within the building elevations. All colors and combinations of colors, as well as color scheme for each elevation, must be reviewed and approved by the City of Avondale prior to construction.

Materials and Colors Not Permitted: Wood (except for very limited amounts of trim), exposed plain concrete block, corrugated metal and pre-engineered metal sided buildings, bright shades of orange, red, blue, green, yellow, purple and the like (unless specifically approved for limited accents).

Representative images (see **Exhibit 12**: Architectural Character) are attached to indicate a general level of quality and design for each sub area: Employment/Commercial, Office and Business Park.

Entrances

All buildings shall have clearly defined customer entrances (s) incorporating elements such as:

- Canopies or porticos;
- Overhangs;
- Recesses/Projections;
- Arcades;
- Raised corniced parapets over the door;
- Peaked roof forms;
- Arches;
- Entrance framed by outdoor pedestrian features or enhanced landscaping;
- Architectural details such as tile work and moldings integrated into the building structure to frame the entryway;
- Integral planters or wing walls that incorporate landscaped areas and/or sitting areas; and
- Enhanced pedestrian surfaces.

All buildings adjacent to 107th Avenue shall have entryways that are unique and easily identifiable. Significant architectural faces of the buildings shall be oriented towards 107th Avenue.

Drive-Thru Facilities

All drive-thru facilities shall appear as an integral part of the primary building and include full canopy which has a minimum length of 80 feet or the length of the building, whichever is less. The method of screening shall be determined at the time of master site plan review for the subject property. No drive-thru window shall face directly onto 107th Avenue.

"Class A" Building Design Criteria within the Office Land Use Area

It is intended that the Office Building development located in the Office Land Use adjacent to the Interstate 10 freeway be designed as "Class A" office space as defined within the Phoenix Metropolitan area.

Some of the aspects of this "Class A" design criteria may include, but are not limited to:

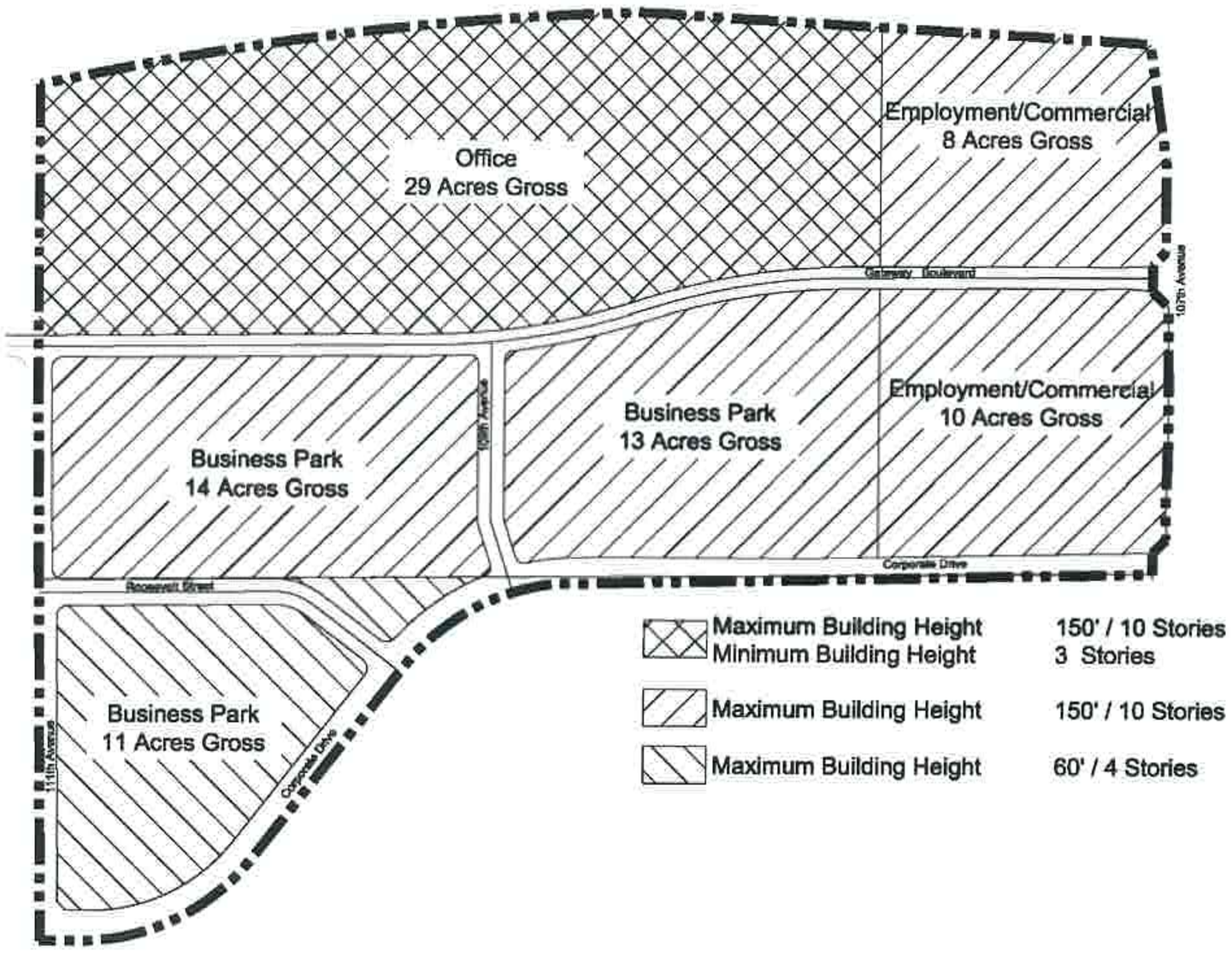
- Interior tenant circulation/corridors to access tenant office space(s).
- Common tenant / visitor restroom facilities within the building public space.
- Public lobby / entry areas to be used by building tenants and visitors.
- Multi-story buildings to be served by internal vertical circulation (elevators and stairs) located in a common public core area.
- Large tenant / visitor entry lobby spaces with upgrade interior finishes and design.
- Exterior site amenities such as building entrance "plazas" and common green spaces.
- Tenant covered parking areas and visitors parking "courts" located convenient to pedestrian access ways to primary building entrances.

D. Maximum Building Height

The PAD proposed an increase in overall building height as allowed within the provisions of the (FCSP) overlay on the property. As a provision of the increased height, the FCSP identified various performance criteria that must be met in order to allow the increased height. Of the various performance criteria options defined within the FCSP, the Avondale Gateway Center PAD will provide the following as part of the development:

1. The project will support the Boulevard streetscape concept and provide street and landscaping improvements which exceed minimum requirements;
2. The project will provide a mix of land uses which may include office, retail, hotel, and/or entertainment uses;
3. The project will incorporate public art into the site;
4. The project will be designed to be "pedestrian friendly" providing for ease of pedestrian movement, unique pedestrian environments and/or distinctive pedestrian gathering areas.

Source: Freeway Corridor Specific Plan – Building Height Amendment (SP-07-04), Exhibit C2: Proposed Maximum Building Height



E. Landscape Design

The goal of the landscape design will be to create comfortably scaled development with tree lined streets and public spaces, provide a reflection of the architectural character, height and density of the buildings, and enhance the environment with color and excitement. See Conceptual Landscape Plan attached as **Exhibit 7**. Individual parcel landscaping will enhance and acknowledge each site while complementing and unifying the overall development. All streets will be lined with a street theme tree with accent trees at various locations. Street trees will include a combination of Weeping Wattle, Southern Live Oak, Sissoo and Ash. Accent trees and major and minor entries will include Sweet Acacia, Palo Brea, Chitalpa, Desert Museum Palo Verde, Date Palms and Fan Palms. Additional filler trees may be provided as defined within the Landscape Palette as defined within **Exhibit 8**.

All plant materials shall be automatically irrigated with a 100% automatic, low volume drip emitter system. Irrigation run times shall be seasonally adjusted to maximize water efficiency. The system shall be zoned for specific water use requirements, with all tree and shrub valve zones being controlled separately. Small, select turf areas may be provided at strategic locations, such as major entry features or pedestrian plaza areas to provide additional enhancement to highly visible areas.

The landscape plant material palette and landscape design will utilize Xeriscape principles to create a visually harmonious, water efficient landscape. See Conceptual Landscape Palette attached as **Exhibit 8**. Plant materials were selected with consideration given to low water use, visual screening, air quality, shading and long term maintenance. Plants were selected from the Arizona Department of Water Resources Low Water plant list.

In addition to the following requirements, all landscaping shall meet the minimum requirements set forth in Section 503; *Landscaping,* of the City of Avondale Zoning Ordinance. Individual parcels will be required to supplement any existing plantings in order to meet the required quantities.

The minimum street-landscaping setback shall be 30 feet to buildings and or parking along 107th Avenue, 20 feet for Roosevelt Street and all other internal public local streets. See **Exhibit 9**: Streetscape Sections. Landscaping shall not block sight visibility triangles as per the City of Avondale standards.

The major entry points into the Avondale Gateway Center PAD shall be clearly identified as project entrances and will include the use of enhanced landscape treatment. These entries shall include increased plant densities, themed plant species including vertical tree elements, and architecturally themed monument signage and site walls. Primary trees within the major entry points shall be 36" box size or larger. The primary entry features into the development are located at the intersections of 107th Avenue and Gateway Boulevard and 107th Avenue and Corporate Drive. Minor entry features will be provided at the corner of Corporate Drive and 109th Avenue and Corporate Drive and 111th Avenue. See **Exhibit 11[A]** and **Exhibit 11[B]** for examples of the entry feature design. All entryway features will accommodate sight visibility triangles and adequate space for future traffic signal and equipment, if needed.

Landscaping shall be used to frame and soften structures. All areas not covered by structures, walkways, plazas, streets or parking areas shall be landscaped.

A combination of trees and groupings of large shrubs shall be planted adjacent to at least 50% of the length of any elevation visible from public streets, publicly traveled drive aisles, and Interstate 10 to accomplish the following:

- Accentuate the building design;
- Minimize the impact of large wall surfaces;
- Provide a buffer between building and parking areas;
- Highlight building entrances; and
- Provide solar protection of glazed surfaces.

Trees that are 36-inch box or larger are encouraged at major focal points such as building entries and pedestrian gathering areas.

All plant materials shall be properly pruned to allow the plant to attain their natural shape and form. The irrigation system will be maintained to optimize water efficiency. Use of fertilizers shall be prudent to avoid excessive plant growth, thus reducing water need and unnecessary pruning. All dead vegetation shall be removed within 30 days and replaced.

All planting areas shall receive topdressing of 1/2–inch select Decomposed Granite as approved for the project development. Color and size of the materials shall be compatible with overall development design criteria.

All retention basins that are visible from public streets and common open spaces shall be designed to avoid a "bathtub" or linear channel appearance. Highly visible retention basins should be contoured using berms and curvilinear design. Side slopes for retention basins may not exceed 4:1 or 6:1 for basins deeper than 3 feet. If retaining walls in retention basins are necessary, they shall be terraced and landscaped to reduce their visual scale.

F. Open Space and Amenities

Useable open space shall be provided in the form of outdoor sitting areas, pedestrian refuge areas, bench seating areas, outdoor plazas, courtyards, featured landscaped areas, walkways and/or paths. Additional landscaped open space shall include all landscape and hardscape areas, storm water retention areas, and landscape areas within parking lots where immediately adjacent to pedestrian walkways and/or paths. These open space areas shall be included on individual site plans as appropriate to project use. The separation of uses is required through placement of planters, street furniture, landscaping, different paving textures, and subtle changes in the ground plane.

The total amount of open space shall include a minimum of fifteen (15) percent of the overall net site area for the Office and Employment/Commercial development parcels and ten (10) percent of the overall net site area for the Business Park development parcels. Not all lots or parcels must include the minimum percent total as defined above so long as each land use designation as a whole meets the minimum percentage defined within that land use category. In general, "open space" shall be defined as exterior site areas which can be appreciated, either visually and literally, by tenants and/or users of the development. Areas that would meet this requirement shall include, but not be limited to: landscape and hardscape plaza areas, fountains and water features, sitting areas, landscaped retention areas, sidewalks and walkways, landscaped setback areas, and parking lot landscaping immediately adjacent to pedestrian walkways. Areas that shall not be included are landscaping within public rights-of-way, dedicated streets and alley, vehicular drives, and parking areas except where immediately adjacent to a pedestrian walkway. See **Exhibit 10** for an example of a typical open space concept.

Each applicable lot shall provide at least one (1) pedestrian refuge area and outdoor plaza. Pedestrian refuge areas shall consist of a minimum of 50 square feet, one (1) seating bench, two (2) trees and six (6) shrubs. Shade canopies may be provided in lieu of trees. Combined plaza areas can be provided between two parcels if they are at least double in size.

Within each master plan area, one (1) outdoor plaza or courtyard with a minimum area of 500 square feet shall be provided per building (except in the business park parcels where lot sizes are less than two acres in size). Plazas or courtyards shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, on-site furniture and shade coverage.

Each parcel shall provide pedestrian walkways that interconnect with the outdoor plazas (except in the business park parcels where lot sizes are less than two acres in size). Pedestrian corridors shall be at least ten (10) feet wide, with a minimum of five (5) feet dedicated to the pedestrian walkway. Walkways or paths that traverse vehicle drive aisles may be distinguished with specialty pavers, enhanced concrete or other appropriate markings. Pedestrian scale lighting will be provided for all plazas and primary pedestrian pathways within the employment/commercial development parcels. All other areas will use area lighting to ensure adequate lighting throughout the site.

In conjunction with the increased height allowance through the FCSP, a provision for public art will be incorporated into the development. Public art will be provided on a phased basis as the project develops, with 1% of the development cost (not to exceed $100,000 for the PAD) being allocated for public art. The public art may include stand-alone pieces or site amenities incorporated into common areas of the property. It may be incorporated into the design of the building and/or open space site improvements during the design and construction phases of development.

G. Development Standards

Unless otherwise noted, all development standards shall comply with the City of Avondale Zoning Ordinance. These development standards shall apply to all development within the PAD. In the event the text of the Avondale Zoning Ordinance and this PAD differ, the PAD text shall prevail.

Minimum Lot Width and Area:	None
Setbacks	
107th Avenue:	30 feet to parking or buildings
All other Streets:	20 feet to parking or buildings
Front Yard:	20 feet to parking or buildings
Perimeter Side:	20 feet to parking or buildings (unless integrated with adjacent site plan)
Interior Side:	None (shall comply with building code)
Rear Yard:	None (shall comply with building code)
Freeway:	20 feet to parking or buildings
Minimum Building Height:	For the Office land use parcel, a minimum of 3 stories will be required
Maximum Building Height:	150 feet / 60 feet (see Building Height Exhibit in Subsection D)
Perimeter Landscaping:	All perimeter setbacks shall be landscaped
Lot Coverage:	None-subject to meeting minimum development standards, including parking, landscaping, and setback requirements.

Lighting

In addition to the following requirements, all lighting of the sites shall comply with Section 707 *Outdoor Lighting,* of the City of Avondale Zoning Ordinance.

- Accent lighting of selected architectural, landscape and/or hardscape features will be allowed and is encouraged. Said lights shall be fully shielded.
- Buildings three stories or greater shall utilize architectural down lighting on their most prominent elevations.
- Exterior fixtures will be located and oriented to focus light inward from the edge of each parcel.
- All primary light fixtures shall be metal halide.
- The design of lighting fixtures and their structural support shall be of a scale and architectural design compatible with on-site buildings.
- Fixtures that illuminate large areas from a single source are prohibited.
- Pedestrian scale lighting features shall be provided in areas designed for pedestrian activities such as plazas, courtyards, pathways, and seating areas but excluding parking only areas. Such pedestrian lighting fixtures will compliment the general architectural style of the development.
- Parking are light pole bases, poles and fixtures shall be chosen to add architectural interest to the site.
- All building mounted lighting shall be decorative in nature, except for screened service areas not visible from public streets, Interstate 10, or publicly traveled drive aisles.

Screening

Where screening is required by development regulations, a combination of elements shall be used including solid walls, berms, and landscaping. The method of screening shall be architecturally compatible with the adjacent building in terms of screening and colors. Trash enclosures, service facilities, and loading areas will be sited away from project entrances and major circulation aisles.

Parking Areas

All parking areas shall be screened from the public right-of-way by a minimum three (3) foot high wall, landscape berm, or combination. Screen walls shall be commercial grade and designed to complement the design of the adjacent buildings. Design of the screen wall is provided as **Exhibit 6** within this document and is designed to be compatible with the adjacent Avondale Gateway PAD for consistency throughout the overall development.

All parking areas adjacent to 107th Avenue shall be screened from the right-of-way by a combination of landscaping berm and screen wall. Walls may not be used for more than 25% of the total frontage of the parking lot along 107th Avenue. This does not include screening of drive-thru lanes or other areas required to be screened by walls.

Service Areas

To alleviate the unsightly appearance of service areas, service areas shall not be located at the front of buildings where it is difficult to adequately screen them from view. Such facilities are restricted to the side or rear of the site. Service areas shall be screened with walls and landscaping. The minimum height of screening of service areas shall be (6) feet and up to eight (8) feet as required to ensure adequate screening of service areas.

Buildings with freeway frontage shall be oriented to provide screening of loading and service areas away from the view of the freeway traveler. Buildings shall be designed to give the appearance of the frontage or facing onto the freeway to provide a significant architectural presence to the Interstate 10 corridor.

Utility and Mechanical Equipment

All roof mounted equipment, satellite dishes and ventilators projecting above the roofline shall be either fully recessed or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

No wall-mounted equipment shall be permitted on the front, street or freeway sides of any building, except as necessary for hotels. Wall mounted equipment shall be made visually subordinate with architectural features that blend with the design of the main building.

Ground mounted electrical or mechanical equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted between any street and building setback line.

If facing a street, Service Electrical System (S.E.S) panels shall be screened by landscaping and/or a solid wall built of similar building materials and colors of the main development and equal to or exceeding the height of the S.E.S panel. This criteria shall be reviewed in context with utility company requirements and approved by Staff.

To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.

Trash Enclosures

All trash or refuse collection areas shall be enclosed by a minimum six (6) foot wall. All gates shall be opaque and designed to complement the building architecture.

Walls and Fences

Walls shall be designed to complement the site's architecture. Landscaping used in combination with all walls is required. The Master Site Plan shall include a wall plan to show the approximate location and architectural theme of screen walls.

Walls and fences shall only be utilized for screening or security purposes. Walls shall not enclose individual parcels with the exception of within the Business Park land use area. Landscape buffers with a minimum width of six 6 feet are required between individual, separate development sites to provide a transition between uses as determined at the time of Master Site Plan review.

Parking

Parking shall be provided per Section 804, *Required Parking Schedule,* of the Avondale Zoning Ordinance except for those uses specified as follows:

Hotels: 1 space per 1 rental room
Banquet/Meeting Rooms within Hotel: 1 space per 300 square feet

*Additional parking is not required for a hotel restaurant/bar if it is completely internal to the hotel (no separate entrance) and has no signage on the exterior of the building.

The size of all parking spaces, driveways, parking lot islands, and other improvements in the parking areas shall conform to the City of Avondale Zoning Ordinance. For all parking lots directly adjacent and visible to Avondale Boulevard, a minimum of 15% of the total parking lot area shall be landscaped. No more than 30% of the linear frontage of Interstate 10 shall include surface parking within 150 feet of the property line in order to minimize large parking areas immediately adjacent to the freeway and to encourage building massing along the freeway frontage.

Parking structures are allowed. Said parking structures shall be designed to be architecturally compatible with the buildings including, but not limited to, the use of similar colors, materials, and architectural features. All parking structures will be required to submit an operational parking garage analysis for review and approval by the City at Master Site Plan.

Canopy or shade type parking structures are allowed. Parking canopies shall not exceed 12 cars in length. No canopies shall be installed immediately in the front of any buildings. The design of the canopies shall provide fascia skirts or upgraded details compatible with building architecture and columns painted to match the buildings. Under canopy lighting shall be screened to limit visual distraction from the surrounding environment. Canopies shall be cantilever-type. All parking spaces covered by parking canopies shall be removed from the parking space calculation as it related to required landscape island and number of trees required per site plan review.

Special paving treatments shall be provided at site entrances into parking lots.

H. Additional Design and Development Standards for Employment/Commercial Parcels

The east boundary of the Avondale Gateway Center, specifically that area which abuts 107th Avenue, presents a unique opportunity to take advantage of the increased traffic that will gain visibility and access to the site. In addition, the high concentration of employment-generating uses that will occupy a majority of the Avondale Gateway Center should also be served by local commercial, retail, and restaurant uses such that additional freeway and regional traffic is not generated by internal users. However, while the employment-commercial relationship is a necessary one for this property it is also recognized that the design quality for the commercial properties must be addressed to ensure that there is a continuity of theme and value throughout the entire site. Therefore, the following design guidelines have been created to construct a framework for the architectural compatibility that will be expressed throughout the property.

Site Design

Access, Parking and Circulation

1. Structures should provide at least one contiguous pedestrian walkway from the right-of-way to the building entrance walkway or sidewalk adjacent to the building. This walkway should be separated from all vehicular movements except where drive aisle crossings are necessary.
2. All walkways that traverse vehicle drive aisles should be distinguished with various hardscape materials such as pavers or stamped colored concrete. Decorative materials should be used to clearly delineate pedestrian travel areas from drive aisles.
3. Pedestrian access shall be provided from all street frontages, from all corners, from all transit stops into the site, and shall provide connections to all buildings. Where primary street crossings occur, a material change will be provided to identify the pedestrian crossing.
4. The use of landscaped pedestrian walkways, separated from vehicular movements in parking areas, should be maximized. When appropriate, walkways should provide shaded pedestrian refuge areas, which may consist of trees, shade structures, or other appropriate elements. Such areas should be functional and integrated into the site.
5. Where possible, seek shared driveway access and cross access easements between sites to limit the disruption of traffic on perimeter streets and to allow vehicles to move easily between adjacent sites.
6. Parking canopies or parking structures should be architecturally compatible to the primary structure by use of architectural style, color, or materials.
7. On-site parking areas should be separated from each other by buildings or by a landscape buffer to reduce the impact of large parking areas.
8. Loading docks, truck parking, outdoor storage, trash collection and compaction, and other service functions should be incorporated into the overall design of the building and landscape so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets.

Pedestrian Amenities / Open Space

1. Site design should incorporate elements that enhance the pedestrian environment including features that reflect human scale, the use of shaded walkways using shade tree and/or other shade structures and richness of materials at the pedestrian level.
2. Encourage continuity of perimeter open space and thematic landscape designs to ensure compatibility with the public streetscape.
3. Customer entrances should provide weather protection features such as awnings, arcades, or colonnades where appropriate.
4. Walkways should be anchored by special design features such as towers, arcades, porticos, pedestrian light features, bollards, planter walls, or other architectural elements that define circulation ways and outdoor spaces.
5. Commercial developments with multiple tenants should provide common outdoor plaza areas or similar architecturally integrated public spaces and enhanced or expanded walkways.
6. All pedestrian refuge areas should provide pedestrian scale lighting and concentrated landscaping where appropriate.
7. Outdoor furniture and fixtures should be compatible with the project architecture and should be considered as integral elements of the project. Outdoor furniture should be included in and shown on all site and landscaping plans.
8. The use of covered walkways, trellises, arcades and similar architectural shading features is encouraged where pedestrian use will be highest (i.e. building entries and porte cocheres, pathways between building/transit facilities, perimeter locations with pedestrian activity).
9. A primary pedestrian breezeway connection will be provided within each of the two employment/commercial development parcels to provide safe, attractive and convenience pedestrian access from the parcels to the west. These pedestrian connections will be linked to primary pedestrian circulation elements throughout the PAD.

Landscaping

1. Landscaping should be used to:

    a. Define areas such as building entrances, key activity hubs, focal points, and the street edge.
    b. Provide screening for unattractive/unsightly service areas;
    c. Serve as buffers between neighboring uses; and
    d. Screen drive-through/drive-up lanes.

2. Landscaping should be provided at the foot of buildings to soften the transition between paved areas on the ground plane and building materials on the vertical plane.
3. Building structures and parking facilities should be contained by a continuous landscape perimeter, interrupted only by access drives. The landscape perimeter should be compatible to the landscape theme of adjacent thoroughfares to reinforce the landscape design of that street.
4. The site should incorporate natural features into the development template including topography, view corridors, washes and significant vegetative stands to enhance the character of the development

5. Potted plants and other ornamental landscaping should enhance courtyards, plazas, and other gathering areas.
6. Canopy trees should be used in parking areas to reduce the impact of large expanses of paving and to provide shade, as well as to reduce glare and heat build-up.
7. Tree grates should occur along street edges and plazas where a continuous walking surface is needed

Loading Areas/Trash Enclosures

1. Loading areas and trash enclosures should be oriented away from perimeter streets to minimize visual clutter and nuisances to neighboring properties and should be adequately screened from the development parcels immediately to the west.
2. Trash enclosures should be designed with similar finishes, materials and details as incorporated with the primary buildings. Trash enclosures shall not be located on corners including ends of parking aisles if they block required sight visibility.
3. Auxiliary structures and equipment (including dumpsters, mechanical equipment, electrical equipment, elevator overruns/stairwells, etc.) should be screened from public view and from the development parcels immediately to the west where practical. These screens should be designed to utilize common structural materials and colors maintaining compatibility with the respective buildings, especially where mechanical equipment is placed on a structure's rooftop.
4. Screening materials for solid waste collection and loading areas should be the same as, or of equal quality to, the materials used for the principal building.
5. Encourage the grouping of service areas, refuse collection facilities and other similar functions with adjoining development for the purpose of efficiency and better management site impacts. Where such abutting functions are not compatible, provide adequate buffering to minimize the impacts to adjoining development
6. Trash enclosure locations should not hinder internal traffic circulation and visibility.
7. Public circulation should not route through loading and service areas.

Building Design

Following are some more general considerations pertaining to structure massing, orientation and theming:

Orientation

1. Building frontages and sides that are oriented to the street or other public areas (i.e. parks, open space, or pedestrian linkages) should incorporate a combination of arcades, pedestrian level display windows, storefronts, and store entrances
2. Structure design should incorporate passive architectural solutions to the most exposed faces of buildings to avoid solar exposure.
3. To activate a building frontage, primary entrances should be located at frequent intervals of no greater than 100 feet where practical.

4. The scale of buildings on a site edge should match the scale of adjoining development. Where surrounding development is of a low scale, large-scale buildings should be located internal to a site and transition down in scale as the outer edge of the site approached.
5. The apparent mass of a building may be further reduced by the following techniques:

    a. Distinction in roof form and parapet heights
    b. Incorporating clearly pronounced recesses and projections
    c. Presentation of wall plane off-sets (dimension established by building section)
    d. Application of other reveals and projections and subtle changes in texture and color of wall surfaces
    e. Use of recessed windows with mullions
    f. Manipulation of ground level arcades and second floor balconies
    g. Use of protected and recessed entries
    h. Treatment of vertical accents or focal points

6. Primary building entrances should be designed to be visually prominent and to provide shade for pedestrians. This objective should be accomplished through the use of a combination of 2 or more of the following features at the primary building entrance:

    a. A canopy, portico, archway, arcade, or similar overhang that provides architectural interest and pedestrian protection;
    b. Peaked roof forms;
    c. Raised corniced parapets over the door;
    d. Outdoor pedestrian features such as seat walls and landscaping with seasonal color or permanent landscape planters with integrated benches; and/or
    e. Architectural detailing such as tile work and moldings integrated into the building structure.

Theme

1. Buildings that gain their image primarily from applied theming that expresses corporate design characteristics are discouraged.
2. Multi-tenant commercial centers should have a consistent architectural and thematic palette throughout the development.
3. A commercial complex should establish and maintain a consistent architectural style with individual buildings designed with complementary forms and materials.
4. All sides of the buildings should receive equal design consideration and treatment.

Building Mass / Form

1. Perceived building mass should be reduced by dividing the building mass into small scale components by providing a well-defined base, middle and top to the building.

2. A solid building base may be achieved by elements such as low planters and walls, base planting, a base architectural veneer banding and treatments defined by a different material, texture or color.
3. A well defined building top may be achieved by utilizing features such as distinct and multiple architectural roof forms, clearly pronounced eaves, and distinct parapet designs and cornice treatments.
4. Rooflines, building heights, orientation of entrances and other major architectural elements of the buildings should be designed within the context of the overall development. Building design should complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.
5. Buildings should be oriented with the primary building entrance facing the primary public street, unless topographical or other site features make such orientation non functional.
6. The main entry into a structure should be emphasized to announce a point of arrival in one or more of the following ways:
   a. Flanked by columns, decorative fixtures or other details;
   b. Recessed within a larger arched or cased decorative opening;
   c. Covered by means of a portico (formal porch) projecting from or set into the building face;
   d. Punctuated by means of a change in roofline, tower, or a break in the surface of the subject wall.
7. Commercial storefront entries should be recessed and/or sheltered by a covered arcade structure, colonnade, canopy, or awning.

Facade Articulation

1. To ensure minimal amount of horizontal articulation/undulation, no building wall on the primary building façade should run more than 50 feet without employing one or more of the following:

   a. a twelve inch offset in wall plane
   b. a column or pier at least 1 foot wide and 8 inches deep
   c. a building corner or projection
   d. significant texture change

2. Architectural elements, such as overhangs, trellises, projections, awnings, insets, material, texture, and color, should be used to create shadow patterns that contribute to the building's character.
3. Buildings should include articulated wall planes, projection and recesses to provide shadow and depth, and should combine multi-story forms with stepped, stacked or sloped facades.
4. Non-entry facades that face roads or views from public spaces should incorporate additional architectural treatments, such as pilasters, recessed areas, and windows with spandrel glass that give the appearance of windows facing the street.
5. A distinct building center may be achieved by the addition of covered walkways, trellises, colonnades, or architectural awnings that provide deep shadow.
6. All buildings shall include "four-sided" architecture to ensure similar design and articulation on al four sides of each building.

Roof Planes

1. Rooflines should be varied in height, form, and materials. Parapet rooflines should be varied by stepping up and down or incorporating pitched roof elements. Rooflines should be broken at intervals no greater than 50 feet long by changes in height or step backs.
2. Parapet walls should be designed and constructed in a manner to appear as a solid, three dimensional form rather than a veneer. Parapets should incorporate detail treatments to ensure perceived variation:
3. Deep overhangs should be integrated to create shadow and add depth to facades.
4. For all buildings less than 24 feet in height, parapets should not exceed 5 feet in height. For all buildings 24 feet or greater in height, parapets should not exceed 7 feet in height.
5. All roof-mounted mechanical equipment should be screened from view. A line of sight exhibit should be provided showing the effectiveness of the proposed screening methods from the public right-of-way. For projects abutting single-family residential homes, mechanical equipment should be screened from all adjacent second story windows.
6. All screening materials should be compatible with the colors, materials, and design of the building.

Colors and Materials

1. All developments should employ the integrative use of multiple exterior accent materials including, but not limited to, brick, stone, and masonry in appropriate quantities with the proposed elevations.
2. Material changes should occur at intersecting planes, preferably at the inside corners of changing wall planes or where architectural elements intersect, such as pilaster, projection or fence line.
3. When stucco is utilized a light to smooth finish is required and should be blended with other finish materials, such as stone, brick, wood, and/or iron.
4. Material and colors should be used to enhance different parts of the building's façade.
5. When appropriate, a rich, bold color palette should be employed to create a sense of variety and interest to exterior elevations.
6. Bright primary colors should be limited to trim and accent features only.

IV. SIGN PACKAGE

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These guidelines for Avondale Gateway Center will ensure design continuity with the existing approved Avondale Gateway signage program, but also expand on it to incorporate the other uses being addressed in this phase of the overall project. While consistency is key in this process, the architectural uniqueness of the individual developments within the project will also be important considerations.

A Comprehensive Sign Package will be submitted for review to the City of Avondale concurrent with the Master Site Plan review for each sub-area within Avondale Gateway Center. Signage for the project is very important and will be based on the needs of the site, the variety of uses it contains, and its various windows for signage. The project as a whole is quite large, with approximately 5,000 lineal feet of frontage along the I-10 freeway, and 107th Avenue (on the eastern edge) has about 1,200 feet. The overall size of the site, along with the freeway exposure, makes this project unique.

Theme and Image

As a continuation of Avondale Gateway, signage within Avondale Gateway Center shall be developed with an awareness of the existing design theme of the project, the surrounding community, its proximity to the freeway and its location within the freeway corridor.

An important part of this development is maintaining a consistent and unified theme for the site signage. While elements of signage for individual parcels within the site shall vary somewhat (depending on the use and architectural uniqueness), the general elements such as structure and basic overall composition shall be used to maintain a level of project continuity. Varying elements could include forms, massing, colors, materials and finishes that complement, not copy, the architecture for the parcel in question. Ultimately, the goal of consistency is not to make every sign look the same, but to convey the message that Avondale Gateway Center, while made up of different elements, truly operates under an overall idea.

Project Signage Hierarchy

Freestanding Signs (see **Exhibit 13[A]**: Freestanding Sign Matrix for more details)

In addition to the existing pylon sign, one (1) freeway pylon sign shall be located in allowable freeway corridor locations on-site to identify Avondale Gateway Center and up to eight (8) tenants. While freeway visibility for wall signage is advantageous, space will be limited to avoid too much visual clutter. Also, there is the potential for major tenants within the site that will have no visibility from the freeway. The pylon signs will be an important element to identify these tenants, as well as the Avondale Gateway Center project as a whole. Overall design elements, height and area will be consistent with the previously approved pylon signage for the project.

Project entrance identification monument signage will be located at key entrance points along 107th Avenue. At eight (8) feet tall, these signs will display only the name of the project.

Multi-tenant monument signs shall be used for both commercial, office and business park uses. In most cases, these will include the name of the project and also tenant

identification. These signs shall be located along 107th Avenue, and also along internal roads throughout the project. These signs will have a height of fourteen (14) feet in the commercial areas, and ten (10) feet in the office/business park areas. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

Single-tenant monument signs shall also be used in the commercial, office and business park sub areas of the project, and will identify only one tenant or building. These signs will have a maximum height of six (6) feet. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

Campus directory signs will be developed to provide way finding throughout the internal roadway system. These will be designed to provide safe vehicular flow within the established design theme. Directory signs shall provide directions to destinations either using addressing individual tenant/building names. The maximum height of campus directories shall be eight (8) feet. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

Smaller directional signage will also be used to guide traffic on lesser roads and at parking lot decision points. Delivery/pick-up areas can also utilize this type of signage. These signs will be at a height of four (4) feet. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

For projects with drive through services, menu boards, ordering boards, shall be per the City of Avondale Zoning Ordinance except that such signs shall be monument style, and relate to the building architecture.

Building / Tenant Wall Signs (see **Exhibit 13[B]**: Building Signage Matrix for more details)

General Address Number

Address numbers are a critical method of way finding for the site. These signs will be strategically placed for maximum visibility to traffic entering each development within the project. The numerals will be a designed and located for visibility, recognition and safety. Future phases' building address numbers will be located in a similar manner and of similar material.

General Wall Signage

All tenant identification within Avondale Gateway Center shall be constructed of reverse pan channel letters and logos. Upon review, reverse pan channel custom cabinets may also be allowed. See wall signage matrix (Exhibit 13[B] for details. With the complexity of the site layout, clear identification of the individual business will be a key component to an appropriate way finding system. In the individual Comprehensive Sign programs for each parcel, complete tenant building signage guidelines will be developed that ensures quality design, quality construction through any combination of the following types of signage and that which is appropriate for the use:

- Halo and indirectly illuminated, aluminum pan channel returns and retainers and colored acrylic faces;
- Halo-illuminated, aluminum reverse pan channel graphics/letters;

- Non-illuminated, aluminum reverse pan channel, or dimensional flat cut-out graphics/letters;
- Aluminum plate or aluminum cast letters; and
- Custom, dimensional and integrated cabinets.
- Raceway mounted signs and internally illuminated, acrylic faced box cabinets will be prohibited.

General Size and Area

The overall area and sizes of building signage shall be designed to be proportional with the architecture.

Standard design proportions to 70% of the overall height and 80% overall length of building fascia area shall be used. Sign fields shall be delineated at the time of Final Site Plan review.

Maximum letter heights for the various locations and uses will also be established for good signage visibility based on street frontages, building heights, and incorporating tenants corporate identification standards. Such maximum letter heights shall be established at the time of Master Site Plan review.

V. INFRASTRUCTURE AND ENGINEERING

V. INFRASTRUCTURE AND ENGINEERING

A. Roadways

All street segments described herein will be public roadways. As required, developer will dedicate all necessary rights of way for the entire project at the time of the first sub-area master plan. The street classifications are shown in the table below.

Primary access to the site will be provided by the I-10 freeway, 107th Avenue and Corporate Drive. Additional internal circulation roads will provide direct access to the individual development parcels. Individual and shared driveways will provide access to parking areas throughout the project.

Street Classifications for each roadway are as shown in the Infrastructure Table below. Existing 107th Avenue is a major arterial street. Corporate Drive is classified as a major collector street. Roosevelt Drive is classified as a minor collector street. 111th Avenue, 109th Avenue and Gateway Boulevard are classified as minor collector streets. All off-site public roadway infrastructure improvements will be constructed per City of Avondale standards.

B. Utilities

All utility mainline extensions and service stubs to each parcel and lot will be installed with the correlating roadway segments and adjacent sites. All utilities will be underground.

Water: The City's water distribution system will be extended by this development as described in the table below. Existing City water system points of connection consist of: 1) an 8" main in Hilton Way, 2) a 12" main in Roosevelt Street, 3) a 12" main in 111th Avenue south of Corporate Drive, 4) a 16" water main in 107th Avenue, and 5) improvement plans for Roosevelt Park Phase 2 by M2 Group proposes a 12" main in Corporate Drive from 111th Avenue to 109th Avenue.

See Infrastructure Table below for Water System improvements required by this project.

Sanitary Sewer: The City's sanitary sewer collection system will be extended by the development as described in the table below. Existing City sewer points of connection consist of: 1) 8" gravity main in Hilton Way and Roosevelt Street, 2) 15" gravity main in 107th Avenue, and 3) 18" gravity main in Van Buren Street – approximately 1750 LF south of the site.
See Infrastructure Table below for sanitary sewer improvements required by this project.

Dry Utilities: All dry utilities will be installed underground to each parcel and lot as required for proposed service levels. APS will provide electric service. Qwest and Cox Communications will provide telephone, cable and data services. Southwest Gas will provide gas service.

Trash collection will be provided by private collection agencies.

C. Grading and Drainage

The offsite roads will be drained through the use of scuppers and catch basins. Temporary retention basins will be constructed to hold the runoff from the 100-yr, 2-hr storm event, using 2.65 inches of rainfall. Future onsite retention for the 100-yr, 2-hr storm event, using 2.65 inches of rainfall, will be required for each development along with its associated half street drainage unless provided elsewhere. Site specific detention facilities may utilize surface or underground storage facilities for stormwater management. Dry Wells will be used for stormwater outlet or dissipation.

D. Infrastructure Table

Street Segment	***Street Classification***	***Required Improvements***	***Water System***	***Sanitary Sewer***	***Dry Utilities***
Corporate Drive (107th Ave. to 109th Ave)	Major Collector	North Half-Street and associated improvements	12" dia. Main	10" dia. Main	YES
Corporate Drive (109th Ave. to 111th Ave.)	Major Collector	North Half-Street and associated improvements	By Others	10" dia. Main	YES
Roosevelt Street (Hilton Way to 111th Avenue)	Minor Collector	North Half-Street & associated improvements	12" dia. Main	8" dia. Main	YES
Roosevelt Street (111th Avenue to Corporate Drive)	Minor Collector	Full Street & associated improvements	8" dia. Main	8" dia. Main	YES
111th Avenue (Corporate Drive to Roosevelt Street)	Minor Collector	East Half-Street & associated improvements	12" dia. Main	10" dia. Main ** Connect to Ext'g. 18" Main in Van Buren Street	YES
111th Avenue (Roosevelt Street to Gateway Blvd)	Minor Collector	Full Street & associated improvements	8" dia. Main	10" dia. Main	YES
109th Avenue Gateway Blvd to Corporate Drive	Minor Collector	Full Street & associated improvements	8" dia. Main	None Required	If Required
Gateway Boulevard Hilton Way to 107th Avenue	Minor Collector	Full Street & associated improvements	8" dia. Main	10" dia. Main	YES

VI. PHASING

VI. PHASING

Attached as **Exhibit 14**, is a conceptual phasing plan that will respond both to market demand as well as to infrastructure financing, design, and construction. Most notably, roadway improvements to Gateway Boulevard and 111th Avenue and their attendant water and wastewater services, will guide the development scenario for Avondale Gateway Center. Based upon a tactical review of existing infrastructure as well as the most strategically located areas of the project site, ownership anticipates that the first phase for the project will be those areas that abut Gateway Boulevard and 111th Avenue, with subsequent development occurring from 107th Avenue west.

Phasing will occur as market conditions warrant. All necessary storm water retention, perimeter streetscape improvements, and traffic management facilities will be delineated as part of a particular phase. Ownership will submit plans for each phase to City Staff to ensure proper and orderly development and infrastructure will be built to support each new phase as development progresses.

Note that all Phasing requirements are subject to change based on the results of the traffic study. Additional requirements may be identified with the Traffic Impact Studies at Master Site Plan, including but not limited to traffic signals, turn lanes, transit stops, and intersection improvements that may also require additional right-of-way.

Avondale Gateway Center

Exhibit 1

Aerial Photo

LEGEND

Project Boundary

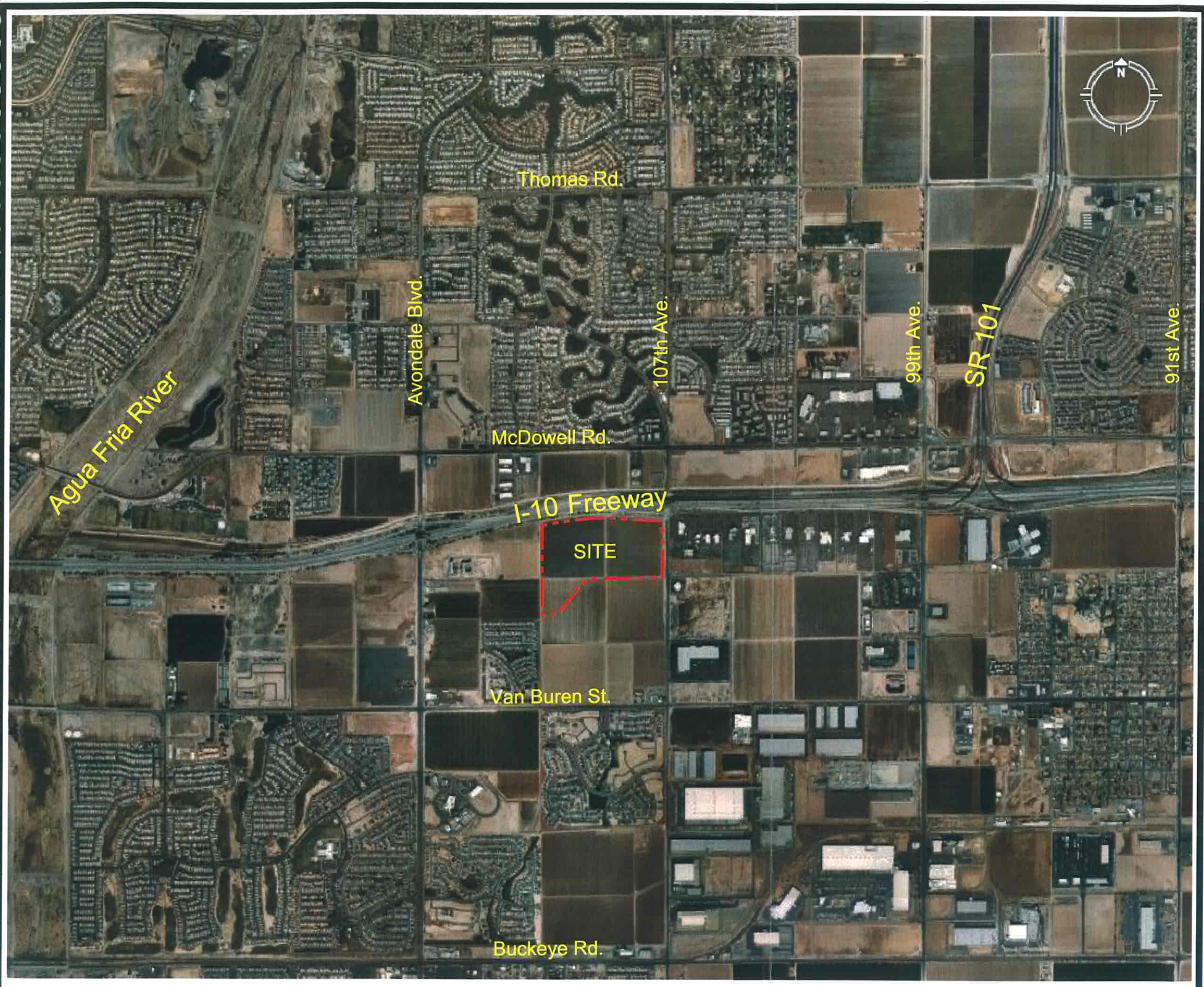
SCALE: 1"=350'

0 87.5' 175' 350'

NORTH

Date: 03.19.08
Job No.: 0712
Drawn by: PR

LVA urban design studio
land planning • landscape architecture
120 south ash avenue • tempe, arizona 85281 • phone: 480.994.0994



Avondale Gateway Center

Exhibit 2

Vicinity Map

LEGEND

Project Boundary

SCALE: 1"=2,000'

0 500' 1,000' 2,000'

NORTH

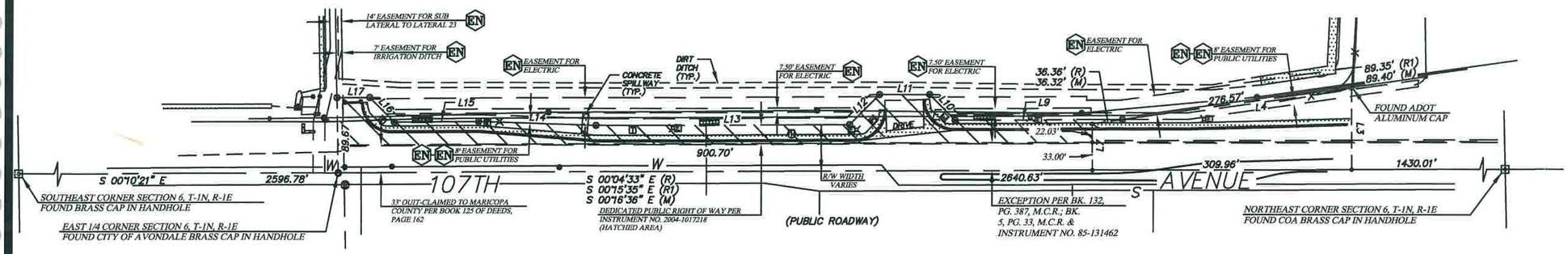
Date: 03.19.08
Job No.: 0712
Drawn by: PR

LVA urban design studio
land planning • landscape architecture
120 south ash avenue • tempe, arizona 85281 • phone: 480.994.0994

A.L.T.A. / A.C.S.M. LAND TITLE SURVEY

OF

A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



DETAIL "A"

NOT TO SCALE

SCHEDULE "B" ITEMS

(13) The fact that the herein described land has no rights of ingress and egress to the adjoining Limited Access State Highway, except across that portion of the boundary line hereinafter set forth, such rights having been:
Relinquished by a deed to the State of Arizona,
Recorded: July 24, 1992, Instrument No. 92-406971
Taken by decree in favor of the State of Arizona, a certified copy of which decree was
Recorded: April 26, 1983, Instrument No. 83-153115
Affects: as set forth therein.

(15) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: City of Avondale
Purpose: public utility
Recorded August 31, 2004, Instrument No. 2004-1017219
Affects: as set forth therein

(16) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Purpose: Utility lines and appurtenances
Recorded Instrument No. 04-1301044
Affects: as set forth therein
and re-recorded January 28, 2005, Instrument No. 05-114126

(17) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Purpose: Utility lines and appurtenances
Recorded October 29, 2004, Instrument No. 04-1274555
Affects: as set forth therein
and re-recorded January 28, 2005, Instrument No. 05-114129

(18) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Purpose: Aboveground and underground public utility facilities
Recorded February 11, 2005, Instrument No. 05-1772144
Affects: as set forth therein

(19) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: United States of America
Purpose: construct, operate and maintain ditch
Recorded April 26, 1923, Book 175, Page 206
Affects: as set forth therein
(AFFECTS AN UNDEFINED PORTION OF SECTION 6 TO CONSTRUCT, OPERATE & MAINTAIN A DITCH)

(20) Right of way for a sub-lateral to Lateral 23 of the Grand Canal, located as set forth in Quit Claim Deed recorded September 11, 1919 in Book 132 of Deeds, page 392.

(24) Right of way for a sub-lateral to Lateral 23 of the Grand Canal, located as set forth in Quit Claim Deed recorded September 11, 1919 in Book 132 of Deeds, page 387 and 391.

DESCRIPTION

PARCEL NO. 1:
That portion of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at a 5/8" rebar found at the center of said Section 6;
Thence North 88 degrees 46 minutes 43 seconds East (R) North 88 degrees 43 minutes 57 seconds East (M) along the North line of the Southeast quarter of said Section 6, a distance of 1014.75 feet to a point on a non-tangent curve concave to the Southeast whose radius is 540.00 feet and whose center bears South 23 degrees 24 minutes 47 seconds East, said curve being the Northerly right of way line of proposed Roosevelt Street;
Thence Southwesterly along said curve to the left along said Northerly right of way line, through a central angle of 28 degrees 35 minutes 22 seconds, an arc distance of 269.45 feet to the point of tangency;
Thence South 37 degrees 59 minutes 51 seconds West, continuing along said Northerly right of way line, a distance of 557.98 feet to the point of curvature of a 460.00 feet radius curve concave to the Northwest;
Thence Westerly along said curve to the right, continuing along said Northerly right of way line, through a central angle of 51 degrees 30 minutes 49 seconds, an arc distance of 413.58 feet to the point of tangency;
Thence South 89 degrees 30 minutes 40 seconds West, continuing along said Northerly right of way line, a distance of 95.00 feet to the West line of the Southeast quarter of said Section 6;
Thence North 00 degrees 29 minutes 20 seconds West along said West line, a distance of 758.81 feet to the point of beginning.

PARCEL NO. 2:
A portion of the Northeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the City of Avondale Brass Cap in Handhole at the intersection of Roosevelt Street and 107th Avenue marking the East quarter corner said Section 6 from which a 5/8" rebar found at the center of said Section 6 bears South 88 degrees 46 minutes 43 seconds West 2628.24 feet, said described line being the South line of the Northeast quarter of said Section 6 and the basis of bearings for this description;
THENCE South 88 degrees 46 minutes 43 seconds West 89.67 feet along the South line of said Northeast quarter to the Southerly extension of the Westerly right of way line of 107th Avenue as deeded to the City of Avondale by instrument recorded in instrument number 04-1017218, Official Records of Maricopa County, Arizona and the POINT OF BEGINNING;
THENCE continuing South 88 degrees 46 minutes 43 seconds West 2538.57 feet along the South line of said Northeast quarter to a 5/8" rebar marking the center of said Section 6;
THENCE North 00 degrees 29 minutes 20 seconds West 1161.06 feet along the West line of said Northeast quarter to a set ½" rebar with cap marked RLS 42137 on the Southerly right of way of the Ehrenberg-Phoenix Highway;
THENCE North 78 degrees 03 minutes 06 seconds East 53.22 feet along said Southerly right of way to an Arizona Department of Transportation Aluminum Cap marking the beginning of a non-tangent curve the center of which bears South 12 degrees 04 minutes 57 seconds East 7439.44 feet;
THENCE Easterly along said Southerly right of way line and the arc of said curve through a central angle of 10 degrees 13 minutes 23 seconds, an arc distance of 1327.39 feet to its intersection with the Southerly line of that right of way deeded to the State of Arizona by instrument recorded in instrument number 92-0406971, Official Records of Maricopa County, Arizona;
THENCE South 86 degrees 43 minutes 27 seconds East 1167.90 feet along said right of way line to an Arizona Department of Transportation Aluminum Cap;
THENCE South 08 degrees 08 minutes 08 seconds East 276.57 feet along said right of way line to its intersection with the Westerly right of way line of 107th Avenue as deeded to the City of Avondale by instrument recorded in instrument number 04-1017218, Official Records of Maricopa County, Arizona;
THENCE Southerly along said Westerly right of way line the following eight courses and distances;
THENCE South 00 degrees 16 minutes 36 seconds East, 200.36 feet;
THENCE South 44 degrees 56 minutes 04 seconds West, 42.89 feet;
THENCE South 00 degrees 10 minutes 16 seconds East, 60.00 feet;
THENCE South 45 degrees 03 minutes 56 seconds East, 50.46 feet;
THENCE South 00 degrees 16 minutes 36 seconds East, 302.57 feet;
THENCE South 01 degrees 46 minutes 06 seconds West, 140.12 feet;
THENCE South 00 degrees 16 minutes 36 seconds East, 100.68 feet;
THENCE South 44 degrees 56 minutes 04 seconds West, 41.59 feet;
THENCE South 00 degrees 03 minutes 56 seconds East, 39.19 feet
continuing along said Westerly right of way line and it's Southerly extension to the POINT OF BEGINNING.

NOTES

1) The basis of bearing is the North line of the Southeast quarter of Section 6, using a bearing of North 88 degrees 46 minutes 43 seconds East.

2) All title information and the description shown is based on an Amended Commitment for Title Insurance issued by Fidelity National Title Insurance Company, Order Number 39007961-D, dated January 23, 2007.

3) There are no striped parking spaces on the subject property.

4) According to FEMA Flood Insurance Rate Map, Map Number 04013C2085G, dated September 30, 2005, the subject property is located in Zone X. Zone X is defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood."

5) The underground utilities that have been shown are based on physical evidence or records provided by the respective utility companies, without verification by the surveyor. Due to the inconsistency inexact nature and ambiguity in the aforementioned records, no guarantee can be made as to the extent of the utilities available, either in service or abandoned, nor to their exact location. If this site is to be improved, the utilities and their locations shown on this survey should be verified. Please call an underground utility locator or "BLUE STAKE" at 263-1100 for the precise location and extent of all utilities in the area prior to any design and/or excavation.

6) The Surveyor has not obtained any information relating to, and has no knowledge of any proposed right of ways, easements, or dedications that any municipality, individual or governmental agency may require.

7) This A.L.T.A./A.C.S.M. Land Title Survey was prepared specifically for the use of the parties named in the certification and their representatives. Use of this survey by any other party is forbidden unless expressly permitted in writing in advance by Superior Surveying Services, Inc. This survey is not to be used for design purposes. Superior Surveying Services, Inc. shall have no liability for any unauthorized use of this information without their prior written consent.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 8/22/07
ARIZONA, U.S.A.

PARCEL NO. 1

AREA = 10.828 ACRES
471,648 SQ. FEET

PARCEL NO. 2

AREA = 73.882 ACRES
3,218,297 SQ. FT.

ALTA Survey & Legal Description

Date:
03.19.08
Job No.:
0712
Drawn by:
PR

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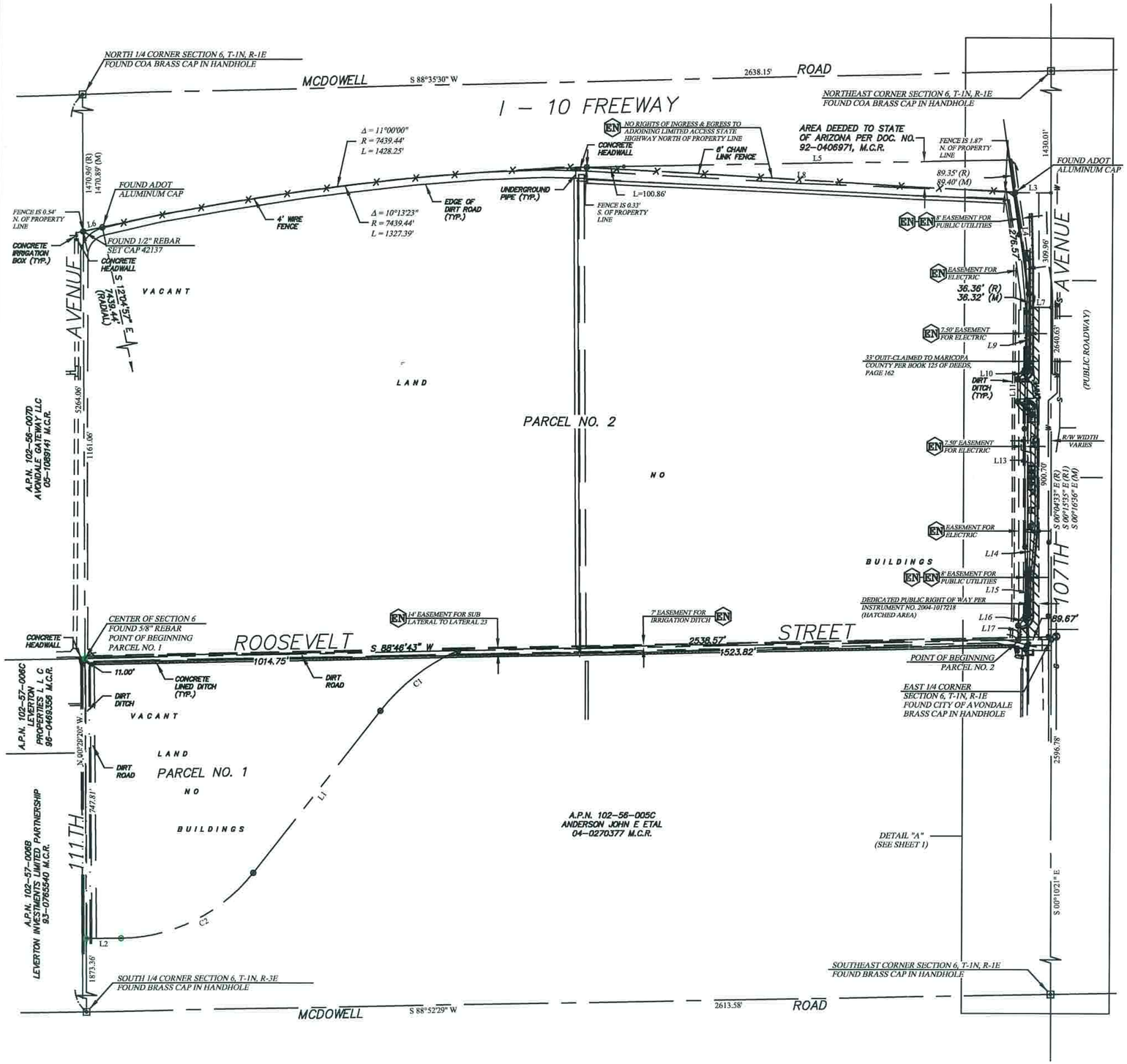
land planning • landscape architecture
120 south ash avenue • tempe, arizona 85281 • phone: 480.994.0994



LEGEND

- SET 1/2" REBAR W/ CAP 42137 (UNLESS OTHERWISE NOTED)
- PROPERTY LINE
- CONCRETE SURFACE
- 24 INCH VERTICAL CURB & GUTTER
- 24 INCH ROLLED CURB
- 6 INCH CONCRETE CURB
- INDICATES DRIVEWAY (MEANS OF ACCESS)
- WALL
- FENCE
- O.H.E. — OVERHEAD ELECTRIC LINE
- W — UNDERGROUND WATER LINE
- S — UNDERGROUND SEWER LINE
- E — UNDERGROUND ELECTRIC LINE
- SCHEDULE B ITEM
- DOWN GUY
- ELECTRIC JUNCTION BOX
- ELECTRIC TRANSFORMER
- GUARD POST
- LIGHT POLE
- POWER POLE
- POWER POLE W/ UNDERGROUND ELECTRIC
- SEWER MANHOLE
- TRAFFIC SIGNAL BOX
- WATER VALVE
- A.P.N. — ASSESSORS PARCEL NUMBER
- M.C.R. — MARICOPA COUNTY RECORDS
- ADOT — ARIZONA DEPARTMENT OF TRANSPORTATION
- COA — CITY OF AVONDALE
- (R) — RECORD PER DOCUMENT NO. 92-0406971, M.C.R.
- (R1) — RECORD PER DOCUMENT NO. 04-1017218, M.C.R.
- (R2) — RECORD PER SECOND EXCEPTION IN DESCRIPTION
- (M) — MEASURED

LINE TABLE

LINE	BEARINGS	LENGTH
L1	S 37°59'51" W	557.98'
L2	S 89°30'40" W	95.00'
L3	S 89°55'27" W (R) S 89°43'17" W (M)	97.78' (R) 97.81' (M)
L4	N 07°56'00" W (R) N 08°08'08" W (M)	402.29'
L5	S 88°09'33" W (R) S 88°57'23" W (M)	1052.69'
L6	N 78°03'06" E	53.22'
L7	S 89°44'46" W (R1) S 89°43'17" W (M)	55.00' (R1) 55.03' (M)
L8	S 86°31'13" E (R) S 86°43'27" E (M)	1167.89' (R) 1167.90' (M)
L9	S 00°15'35" E (R1) S 00°16'36" E (M)	200.47' (R1) 200.36' (M)
L10	S 44°57'05" W (R1) S 44°56'04" W (M)	42.89'
L11	S 00°09'15" E (R1) S 00°10'16" E (M)	60.00'
L12	S 45°02'55" E (R1) S 45°03'56" E (M)	50.46'
L13	S 00°15'35" E (R1) S 00°16'36" E (M)	302.57'
L14	S 01°47'07" W (R1) S 01°46'06" W (M)	140.12'
L15	S 00°15'35" E (R1) S 00°16'36" E (M)	100.68'
L16	S 44°57'05" W (R1) S 44°56'04" W (M)	41.59'
L17	S 00°02'55" E (R1) S 00°03'56" E (M)	39.19'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	540.00'	28°35'22"	269.45'
C2	460.00'	51°30'49"	413.58'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 8/22/07
ARIZONA, U.S.A.

ALTA Survey & Legal Description

SCALE: 1"=350'

0 — 175 — 350'

87.5'

NORTH

Date: 03.19.08
Job No.: 0712
Drawn by: PR

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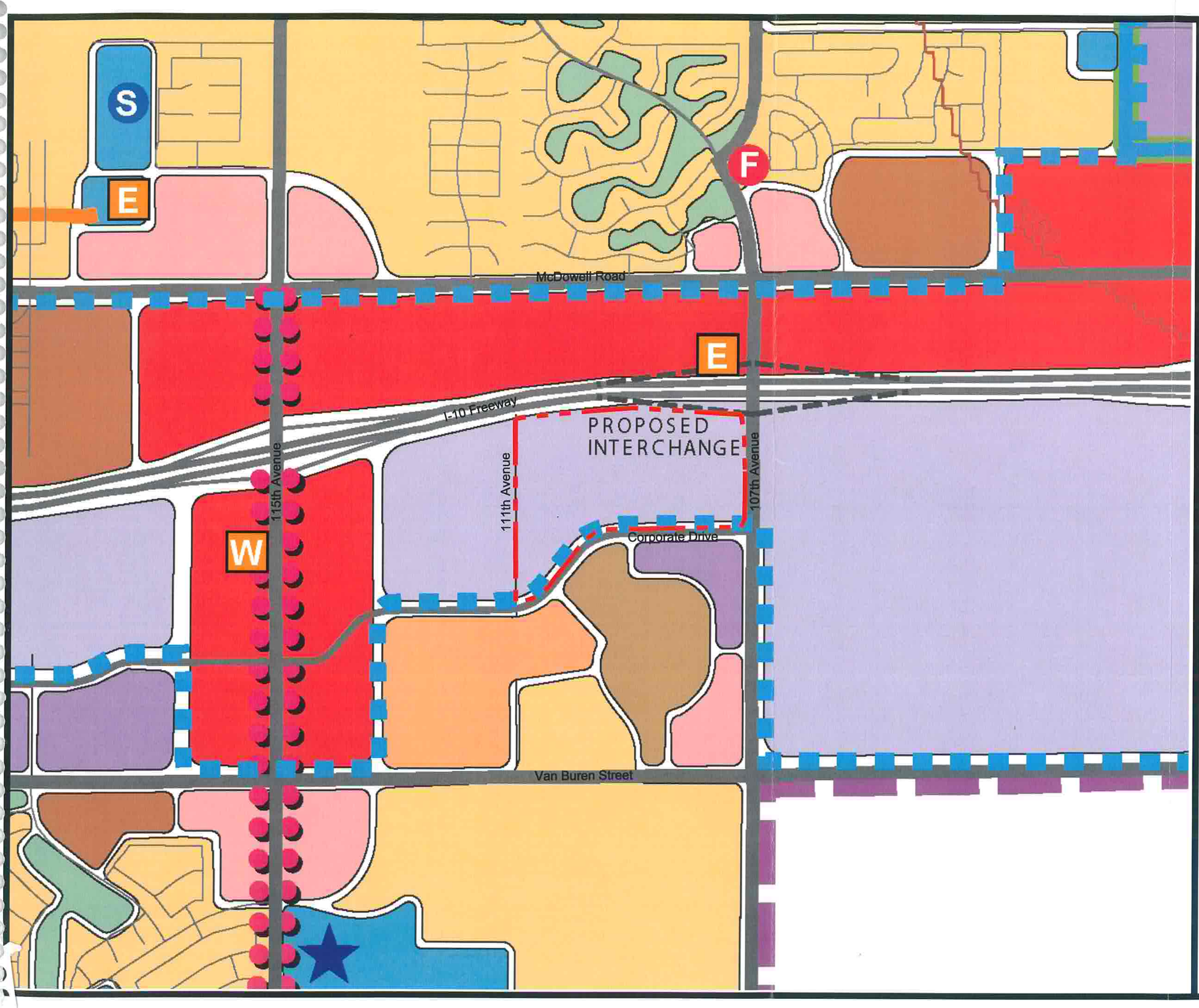

Avondale Gateway Center

Exhibit 4

General Plan Land Use Map

LEGEND

Project Boundary

LAND USE

- FREEWAY COMMERCIAL (Regional Retail, Light Industrial & Office)
- COMMERCIAL (Neighborhood and Community Retail & Office)
- MIXED USE (Employment, Commercial, Office & Residential)
- EMPLOYMENT (Business Park & Industrial Uses)
- MULTI FAMILY RESIDENTIAL (12+ DU/ ac, Target Density = 12)*
- HIGH DENSITY RESIDENTIAL (8- 12 DU/ ac, Target Density = 8)*
- MEDIUM HIGH DENSITY RESIDENTIAL (4 - 8 DU/ ac, Target Density = 4)*
- MEDIUM DENSITY RESIDENTIAL (2.5 - 4 DU/ ac, Target Density = 2.5)*
- LOW DENSITY RESIDENTIAL (1 - 2.5 DU/ ac, Target Density = 1)*
- RURAL LOW DENSITY RESIDENTIAL (0 - 1 DU/ ac, n/a)*
- OPEN SPACE
- PUBLIC FACILITIES

*The allowable density is the bottom of the density range. Higher densities may be approved by meeting the criteria identified in the Land Use Element (does not apply to Rural Low Density).

SYMBOLS

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

SCALE: 1"=1,000'

0 250' 500' 1,000'

NORTH

Date: 03.19.08
Job No.: 0712
Drawn by: PR

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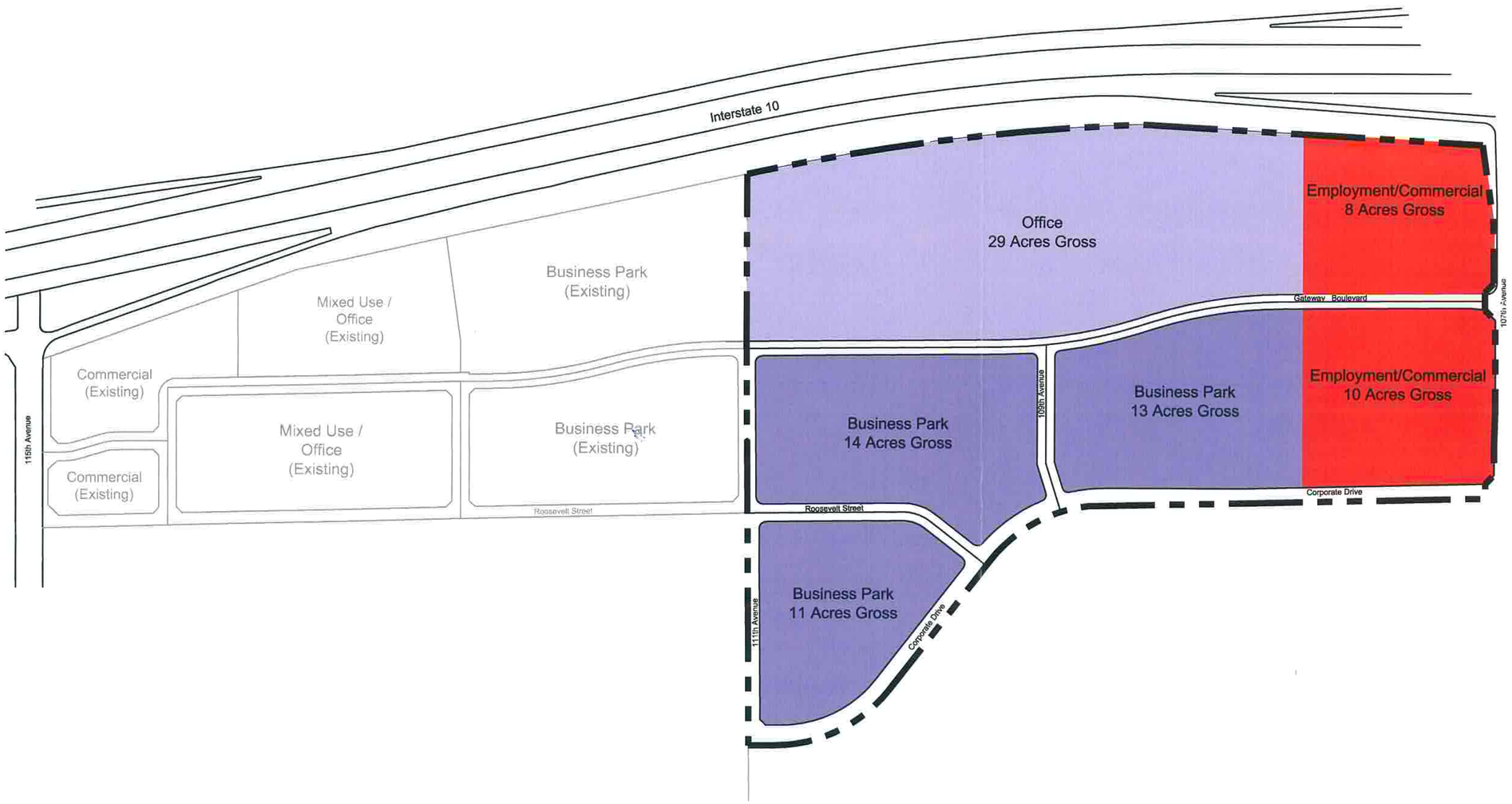

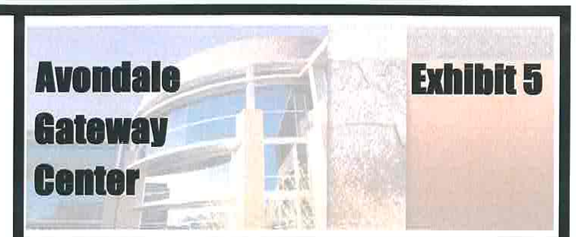

General Development Plan

LEGEND

Project Boundary

NOT TO SCALE

NORTH

Date:
03.19.08
Job No.:
0712
Drawn by:
PR

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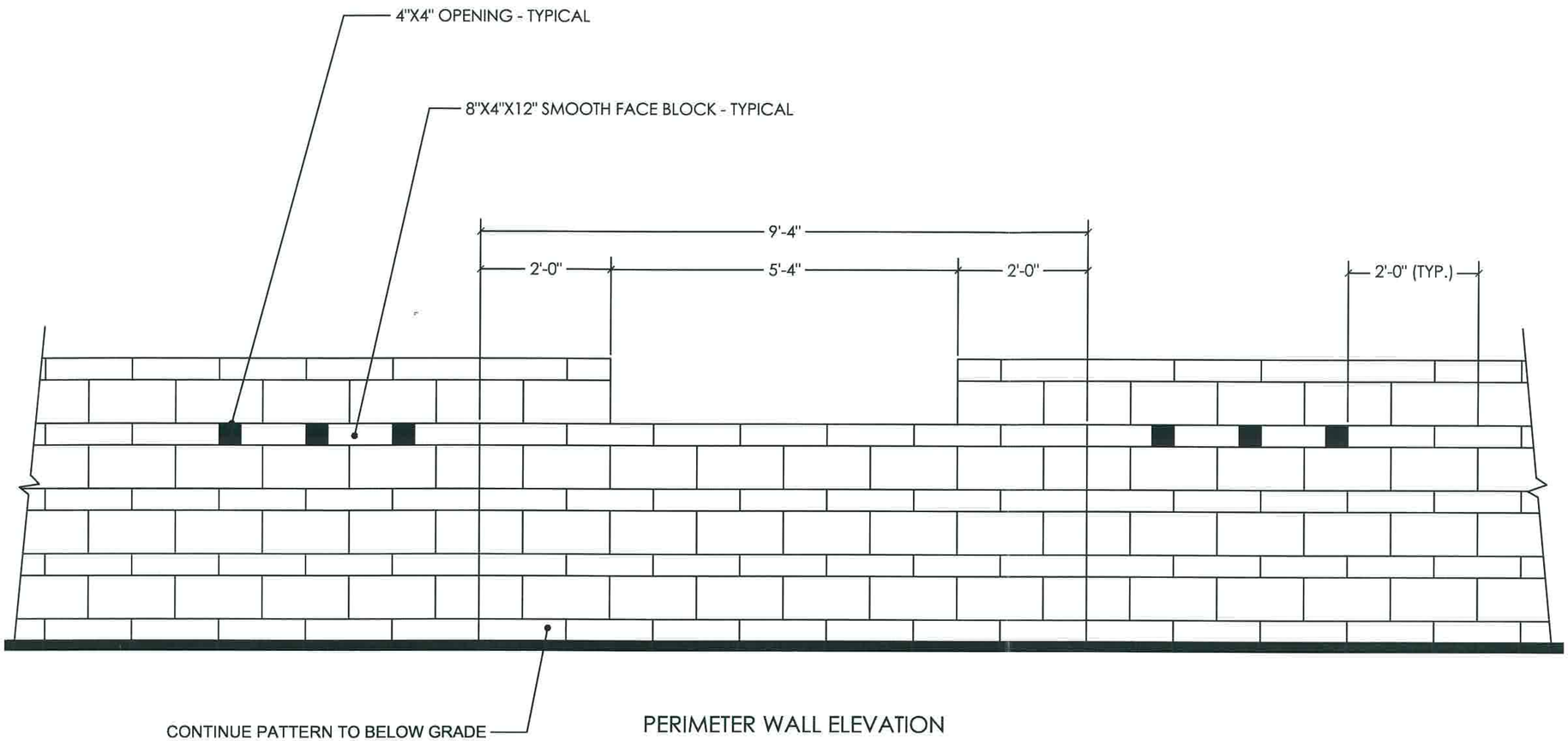
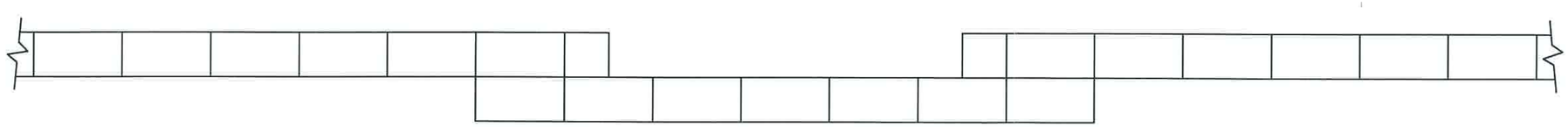


PERIMETER WALL ELEVATION



PERIMETER WALL PLAN VIEW

NOTE:

1. TYPICAL WALL- 8" HIGH SMOOTH BLOCK WITH 4"SMOOTH ACCENT BANDS, RECESSED $\frac{1}{2}$"
2. ACCENT WALL ELEMENTS- 8" HIGH SPLIT FACED BLOCK WITH 4" SMOOTH BANDS, RECESSED $\frac{1}{2}$"
3. BLOCK TO BE INTEGRAL COLOR OF STANINED COLOR TYPICAL THROUGHOUT MASTER PLAN.

Exhibit 6

Conceptual Screen Wall

NOT TO SCALE

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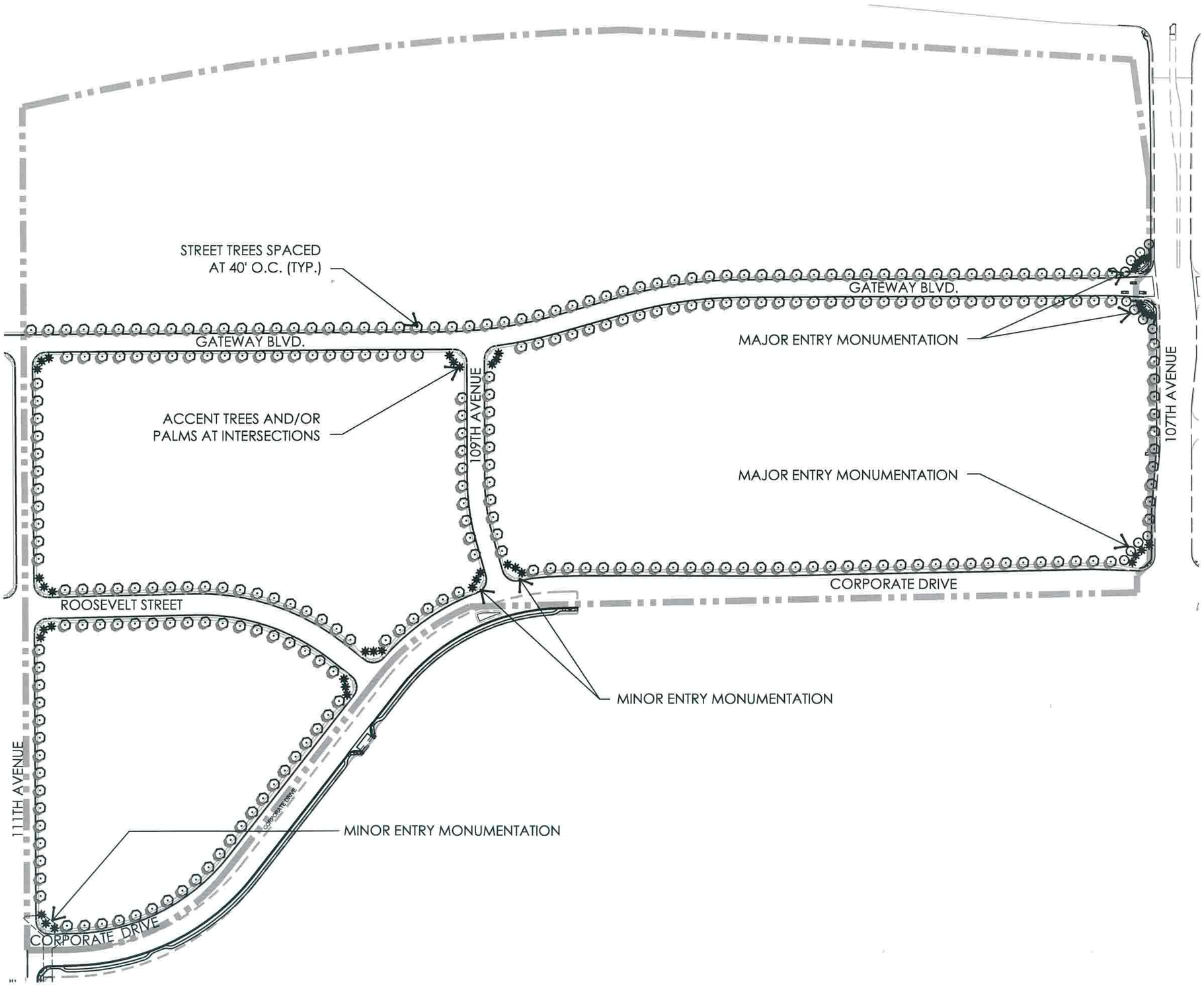
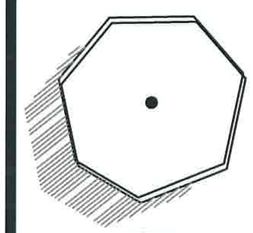


Conceptual Landscape Plan

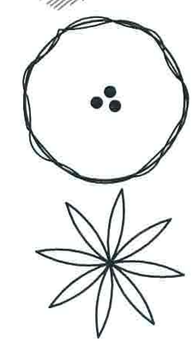
LEGEND

See Exhibit 8 for
Landscape Palette

PLANT MATERIAL LEGEND



STREET TREES (TYPICAL):
- WEEPING WATTLE
- SOUTHERN LIVE OAK
- SISSO TREE
- ASH TREE



ACCENT TREES (TYPICAL):
- SWEET ACACIA
- PALO BREA
- CHITALPA
- DATE PALM
- FAN PALM
- DESERT MUSEUM PALO VERDE

PALM TREES (TYPICAL):
- DATE PALM
- FAN PALM

NORTH

NOT TO SCALE

Date:
03.03.08
Job No.:
0712
Drawn by:
PR

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Trees
- Sweet Acacia
- Catclaw Acacia
- Weeping Wattle
- Twisted Acacia
- Blue Palo Verde
- Palo Brea
- Chitalpa
- Ironwood
- Texas Ebony
- Southern Live Oak
- Date Palms
- Fan Palms
- Desert Museum Palo Verde
- Shoestring Acacia
- Evergreen Bird of Paradise
- Sissoo Tree
- Ash Tree

Accents
- Century Plant
- Octopus Agave
- Gentry's Agave
- Weber's Agave
- Saguaro Cactus
- Desert Spoon
- Fishhook Barrel
- Ocotillo
- Giant Hesperaloe
- Red Yucca
- Bear Grass
- Opuntia sp. (Cactus varieties)
- Golden Barrel
- Toothless Desert Spoon
- Spanish Bayonet
- Twisted Yucca
- Agave sp.

Shrubs/Groundcovers
- Desert Carpet
- Bursage
- Desert Milkweed
- Bougainvillea 'Barbara Karst'
- Shrubby Senna
- Mexican Bird of Paradise
- Red Bird of Paradise
- Yellow Bird of Paradise
- Baja Fairy Duster
- Pink Fairy Duster
- Dalea 'Sierra Gold'
- Brittle Bush
- Turpentine Bush
- Desert Lavender
- Chuparosa
- Regal Mist
- Firecracker Penstemon
- Desert Penstemon
- Lady Bank's Rose
- Mexican Barrio Ruellia
- Cleveland Sage
- Jojoba
- Globe Mallow
- Ruellia Species
- Green Cloud Sage
- Chihuahuan Sage
- Salvia Species
- Valentine Bush
- Paper Flower
- Petite Pink Oleander
- Heavenly Bamboo
- Turf
- 3/4" Decomposed Granite

Landscape Palette

Date:
03.03.08
Job No.:
0712
Drawn by:
PR
Revised:
06.06.08

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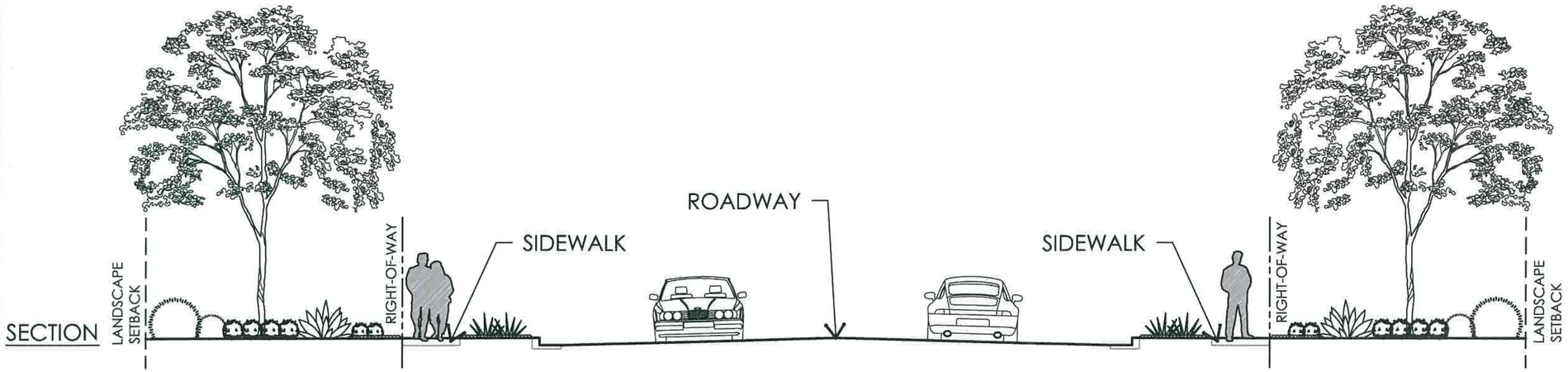
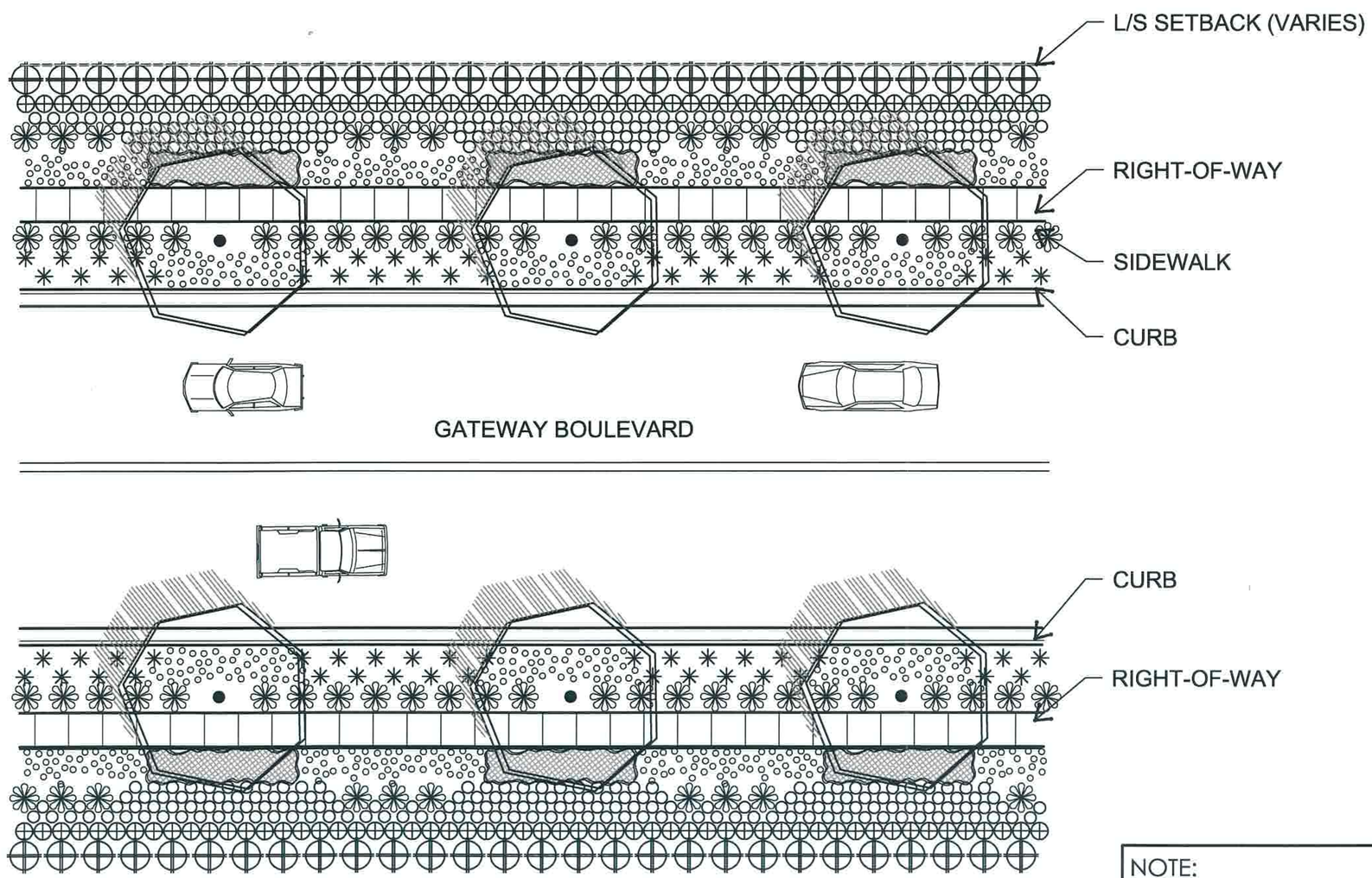
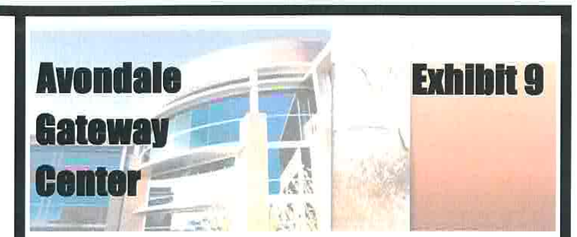




PLAN VIEW

NOTE:
SEE CIVIL PLANS FOR EXACT CROSS SECTION DIMENSIONS

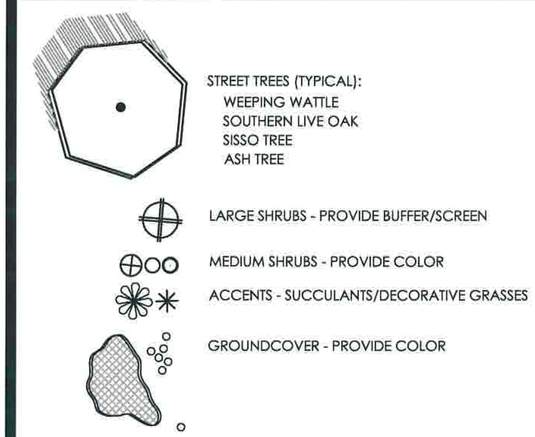


Streetscape Sections

LEGEND

See Exhibit 8 for Landscape Palette

PLANT MATERIAL LEGEND



NOT TO SCALE

NORTH

Date: 03.03.08
Job No.: 0712
Drawn by: PR
Revised: 06.06.08

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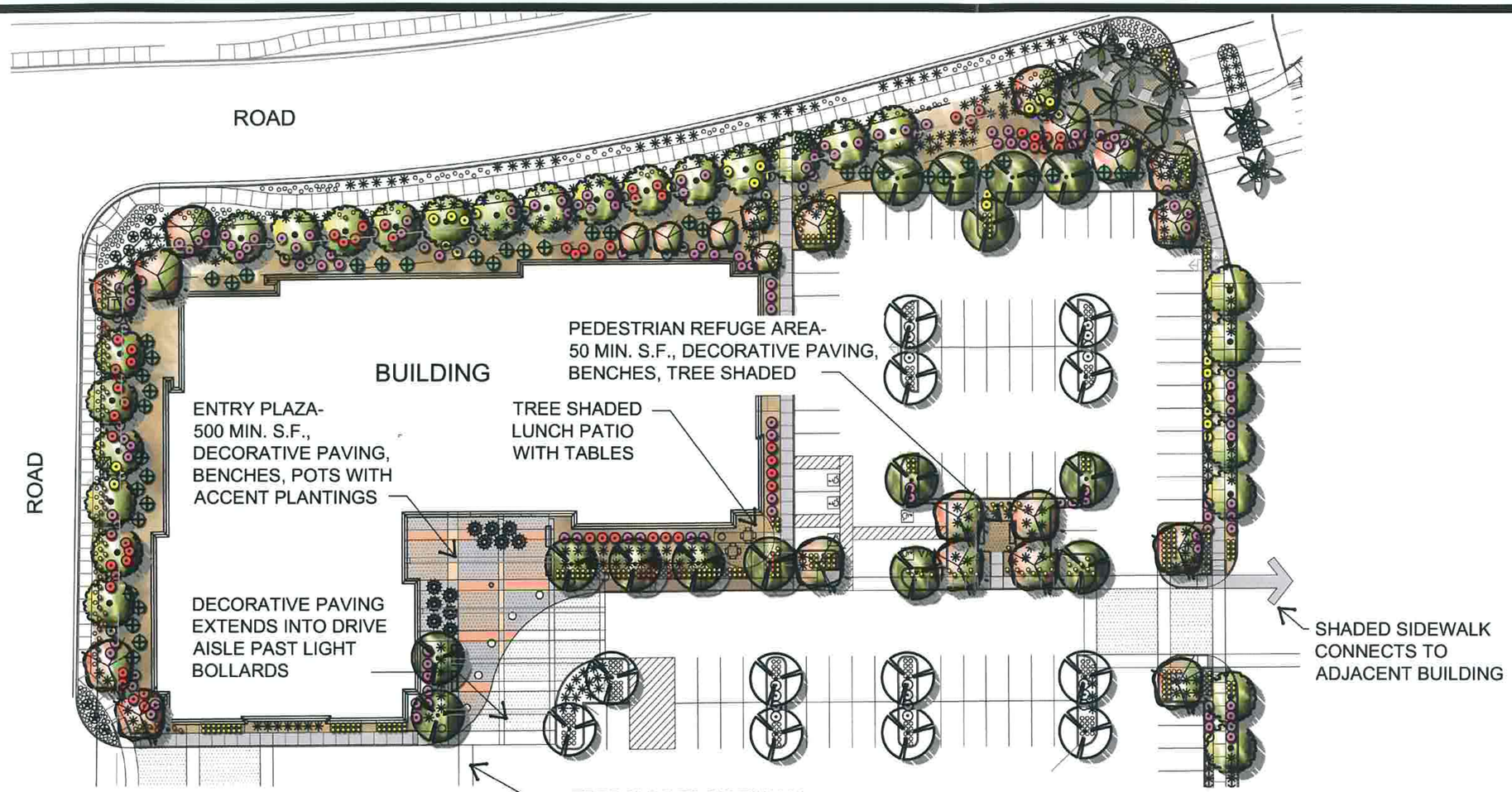
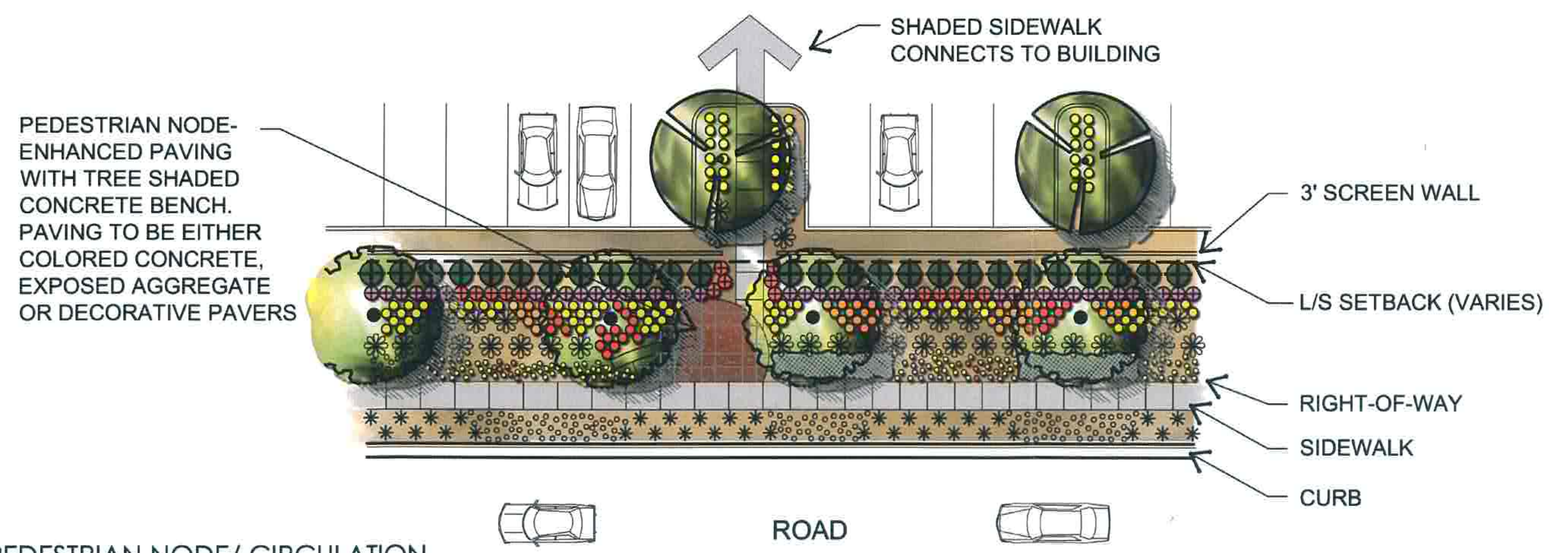


SITE OPEN SPACE



PEDESTRIAN NODE/ CIRCULATION

0712\CAD\Landscape\Preliminary\Figure 6 - landscape street frontage.dwg

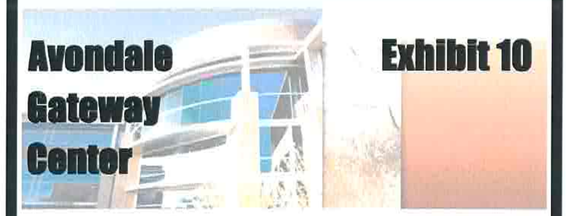


Exhibit 10

Open Space Concepts

PLANT MATERIAL LEGEND

STREET TREES (TYPICAL):
WEEPING WATTLE
SOUTHERN LIVE OAK
SISSO TREE
ASH TREE

LARGE SHRUBS - PROVIDE BUFFER/SCREEN

MEDIUM SHRUBS - PROVIDE COLOR

ACCENTS - SUCCULANTS/DECORATIVE GRASSES

GROUNDCOVER - PROVIDE COLOR

NOTE:
OPEN SPACE SHALL INCLUDE ALL LANDSCAPE AND HARDSCAPE AREAS, EXCLUDING AREAS WITHIN THE ROW OR PARKING LOT LANDSCAPING WHERE NOT IMMEDIATELY ADJACENT TO A PEDESTRIAN WALKWAY.

NOT TO SCALE

NORTH

Date: 04.09.08
Job No.: 0712
Drawn by: Staff

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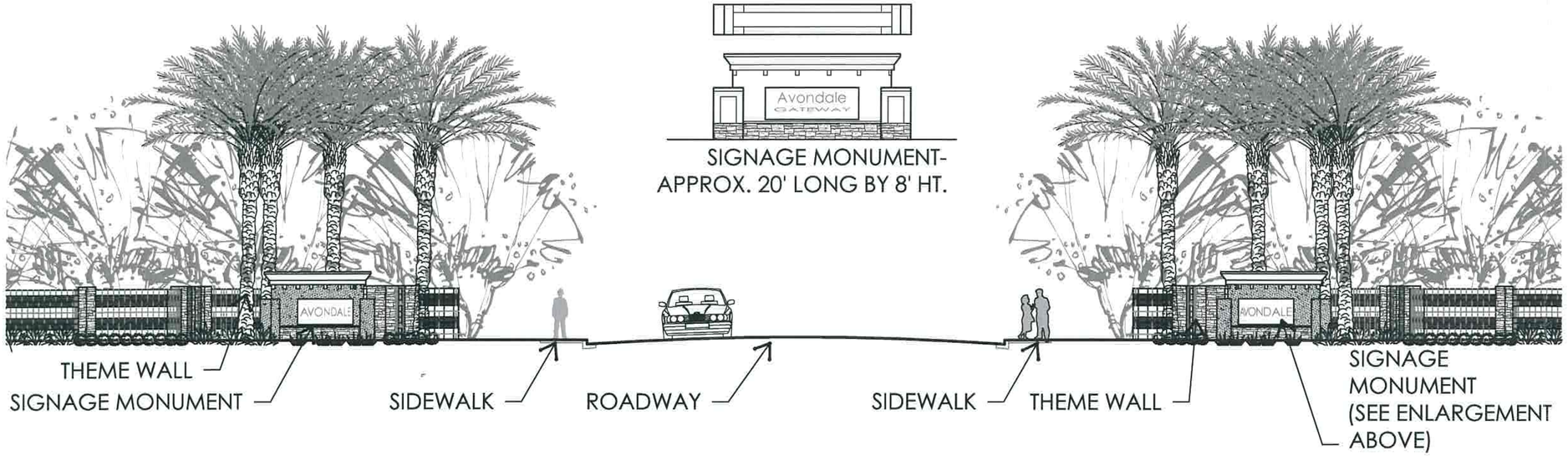

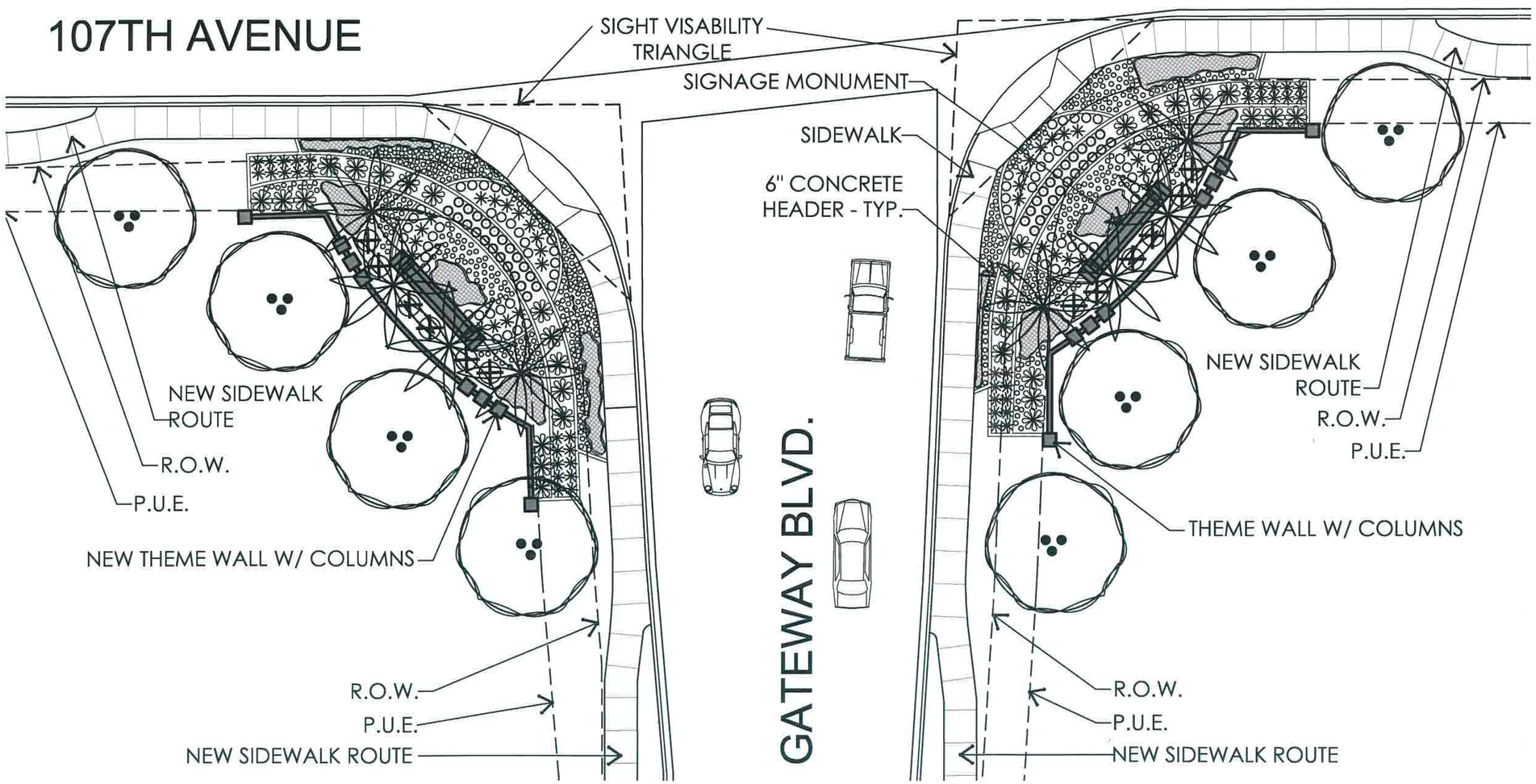

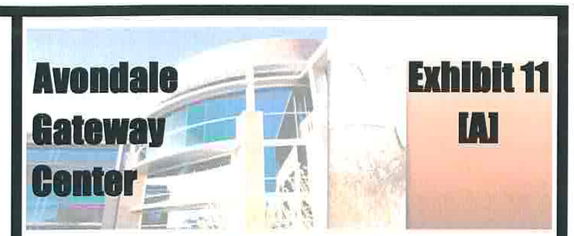

Entryway Feature

(major monument)

LEGEND

See Exhibit 8 for Landscape Palette

PLANT MATERIAL LEGEND

ACCENT TREES - ENTRY AREAS

LARGE SHRUBS - PROVIDE HEIGHT/COLOR

MEDIUM SHRUBS - PROVIDE COLOR

ACCENTS - SUCCULANTS/DECORATIVE GRASSES

GROUNDCOVER - PROVIDE COLOR

NOTE: SIGHT VISIBILITY TRIANGLES WILL BE DETERMINED BY THE CITY ENGINEER IN ACCORDANCE WITH THE CITY OF AVONDALE STANDARDS AND AASHTO GUIDELINES, AND MUST BE SHOWN ON LANDSCAPE PLANS.

NOT TO SCALE

NORTH

Date: 03.03.08
Job No.: 0712
Drawn by: PR
Revised: 06.06.08

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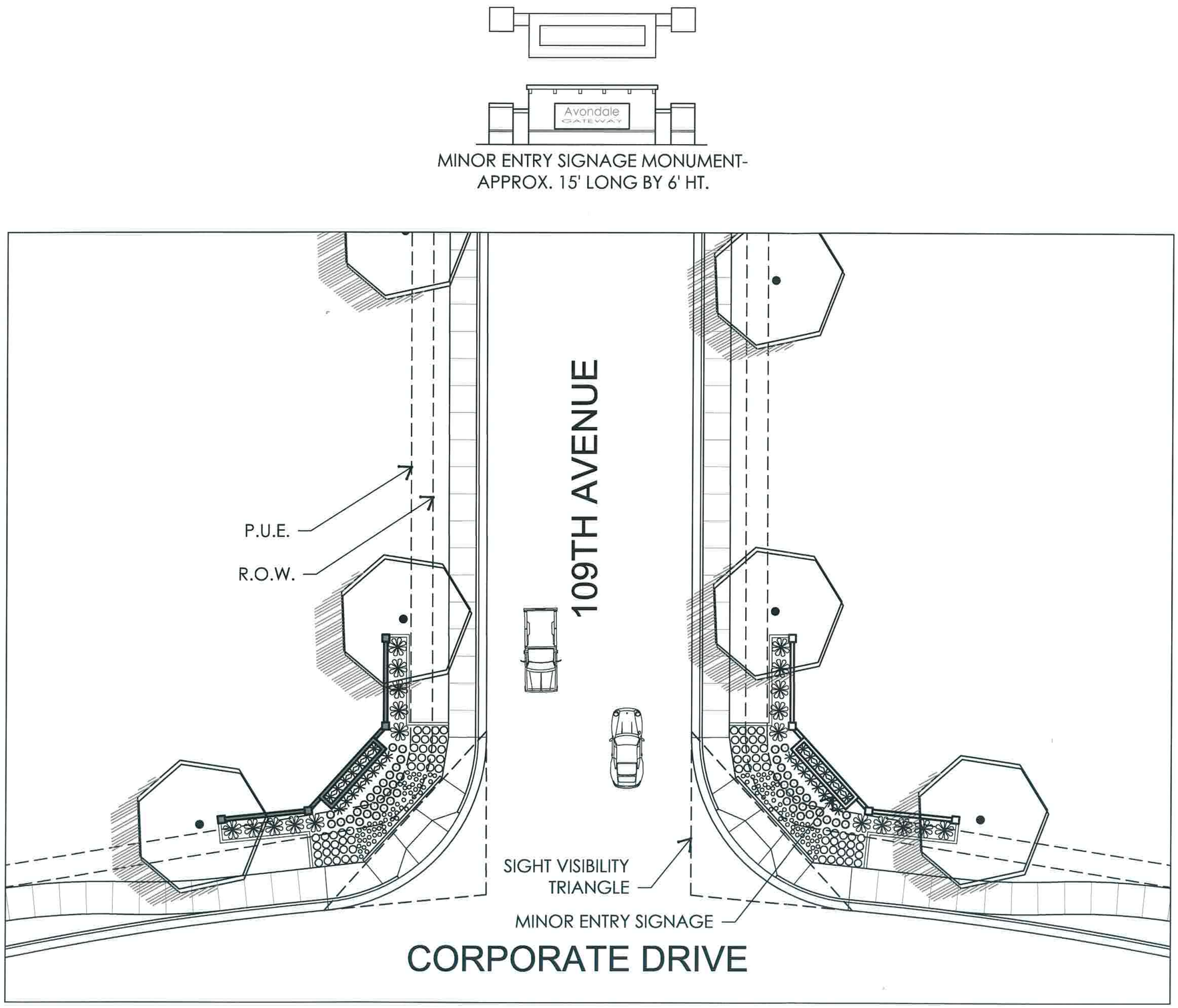

Exhibit 11 [B]

Entryway Feature

(minor monument)

LEGEND

See Exhibit 8 for Landscape Palette

PLANT MATERIAL LEGEND

ACCENT TREES - ENTRY AREAS

PALM TREES - ENTRY AREAS

LARGE SHRUBS - PROVIDE HEIGHT/COLOR

MEDIUM SHRUBS - PROVIDE COLOR

ACCENTS - SUCCULANTS/DECORATIVE GRASSES

GROUNDCOVER - PROVIDE COLOR

NOTE: SIGHT VISIBILITY TRIANGLES WILL BE DETERMINED BY THE CITY ENGINEER IN ACCORDANCE WITH THE CITY OF AVONDALE STANDARDS AND AASHTO GUIDELINES, AND MUST BE SHOWN ON LANDSCAPE PLANS.

NORTH

NOT TO SCALE

Date: 03.03.08
Job No.: 0712
Drawn by: PR
Revised: 06.06.08

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Business Park

Office

Employment / Commercial

Avondale Gateway Center

Exhibit 12

Architectural Character Images

Date:
03.19.08
Job No.:
0712
Drawn by:
PR

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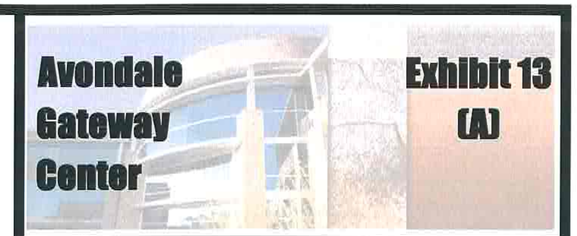

Signage Matrix

Freestanding Sign Matrix

User Type	Type	Quantity	Maximum Height	Maximum Area	Description	Location
Master Development Signs	Freeway Pylon (office and commercial use)	One (1)	75 Feet	Total Signage, per face, not to exceed 45% of the gross sign area	Eight (8) tenant panels and Identification of Master Development	Adjacent to Interstate 10 Freeway as per plans.
	Entrance Monuments	Two (2)	8 feet	60 square feet	Identification of Master Development Only	NW and SW corner of 107th Avenue and Gateway Boulevard.
	On-site Campus Directories	As required to provide safe traffic flow	8 feet	32 square feet	Directional information to buildings, facilities, etc.	As per plans
	On-site Directionals	As required to provide safe traffic flow	4 feet	12 square feet	Information for private, public, delivery entrances and exits.	As per plans
Employment/ Commercial	Multi-Tenant Monument	Two (2)	14 feet	80 square feet	Up to six (6) tenant panels and identification of project	As per plans
	Single-Tenant Monument (banks, restaurants and fuel stations)	One per street frontage	6 feet	60 square feet	Identification of tenant	As per plans
Office Park (Single building development)	Single-Tenant Building Monument	One (1) per street frontage	6 feet	60 square feet	Identification of tenant	As per plans
	Multi-Tenant Building Monument	One (1) per street frontage	10 feet	80 square feet	Up to six (6) tenant panels and may contain identification of project	As per plans
Office Park (Multi-building development)	Multi-Tenant Monument	Two (2) per street frontage	10 feet	80 square feet	Up to eight (8) tenant panels and identification of project	As per plans
Business Park	Single-Tenant Building Monument	One (1) per street frontage	6 feet	60 square feet	Identification of tenant	As per plans
	Multi-Tenant Building Monument	One (1) per street frontage	10 feet	80 square feet	Up to six (6) tenant identification panels	As per plans
Hotel (if applicable)	Hotel Primary Identification Monument	One (1) per primary entrance	8 feet	60 square feet	Identification of hotel user	As per plans
	Hotel Secondary Identification Monument	One (1) per secondary entrance	4 feet	30 square feet	Identification of hotel user	As per plans
	Hotel Directional Signs	As approved by staff at time of sign permit, maximum of two signs per hotel site	4 feet	7 square feet	No identification or logos, for navigation only	As per plans

Sign locations must be delineated at time of Final Site Plan review.
For all multi-tenant freestanding signs, a landscaped area shall be provided, on-premise at the street frontage at the base of the sign, which shall extend a minimum of four (4) feet beyond the perimeter section of the sign structure at its widest point.

Setbacks
No signs shall be located in any public right of way but may be located at the property line with the leading edge of the sign.
No signs shall be located in any public utility easement.

Date:
03.19.08
Job No.:
0712
Drawn by:
PR
Revised:
06.06.08

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Signage Matrix

Building Wall Sign Matrix

User Type	Type	Quantity	Sign Area	Placement	Description	Illumination
Freeway Corridor	Signage on any building elevation directly facing the freeway (not criteria for other elevations)	A maximum of two (2) freeway oriented signs per elevation.	Two (2) square foot of signage for each one (1) linear foot of the elevations oriented to freeway traffic. [1,2] The maximum aggregate sign area shall be 500 square feet for buildings up to 50,000 square feet in floor area and 850 square feet for buildings greater than 50,000 square feet of floor area. [1,2]	Sign fields must be delineated at time of Final Site Plan review and must be integrated with building design. Signage to be located on the upper floor of the building, and may or may not be located over tenants leased space.	Reverse pan channel letters and logos; or custom cabinets shall be allowed. If applicable, tenants to be allowed to use nationally/locally recognized corporate standard design and colors. All other tenants shall use a standard typeface and color.	Halo or indirect
Employment/ Commercial	Single-tenant buildings	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] Single tenant buildings on corner parcels with building frontage on two major roadway frontages may use both frontages calculated at one (1) square foot of signage per one (1) foot of frontage. On additional elevations, for each one (1) foot of frontage, one-half (1/2) square footage of signage is allowed. [1,2] The maximum aggregate sign area shall be 250 square feet. [1]	Sign fields must be delineated at time of Final Site Plan review. Signs must be located over tenants leased space.		
	Shop/In-line Tenants	All elevations visible by traffic may have signage.	One (1) square foot of signage for each one (1) linear foot of tenants leased space. One-half (1/2) square foot of signage for each one (1) linear foot of tenant space along any additional elevation. [1,2] All tenants shall be allowed a minimum of 24 square feet of signage.	Sign fields must be delineated at time of Final Site Plan review. Signs must be located over tenants leased space on a maximun of 2 elevations.		
Office Park	Single tenant buildings	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area. [1,2]	Sign fields must be delineated at time of Final Site Plan review.	Reverse pan channel letters and logos shall be allowed. Colors and materials shall be consistent throughout building/ building complex. [3]	Halo, indirect or none
	Multi-tenant buildings (1-2 stories)	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] The maximum aggregate sign area shall be 250 square feet for tenants with up to 50,000 square feet in floor area and 500 square feet for tenants with greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review. Signage may be located on both first and second levels, and must be located over tenants leased space.		
	Multi-tenant buildings (3 or more stories)	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] The maximum aggregate sign area shall be 250 square feet for tenants with up to 50,000 square feet in floor area and 500 square feet for tenants with greater than 50,000 square feet of floor area. [1,2]	Sign fields must be delineated at time of Final Site Plan review. Signage may be located on first floor and upper floor only, and may or may not be located over the tenants leased space.		
Business Park	All buildings	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area. [1,2]	Sign fields must be delineated at time of Final Site Plan review. Signs must be located over tenants leased space.	Reverse pan channel letters and logos. Colors and materials shall be consistent throughout building/ building complex. [3]	Halo, indirect or none

Raceway mounted signs are prohibited.
Each tenant is allowed a minimum of 24 square feet of signage.

1 Larger square footage exceptions and alternate sign locations may be considered for major tenants or single user tenants on an individual basis upon approval of the Landlord and the City of Avondale.

2 Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.

3 To be determined in the Comprehensive Sign Program

Date:
03.19.08
Job No.:
0712
Drawn by:
PR
Revised:
06.06.08

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Exhibit G

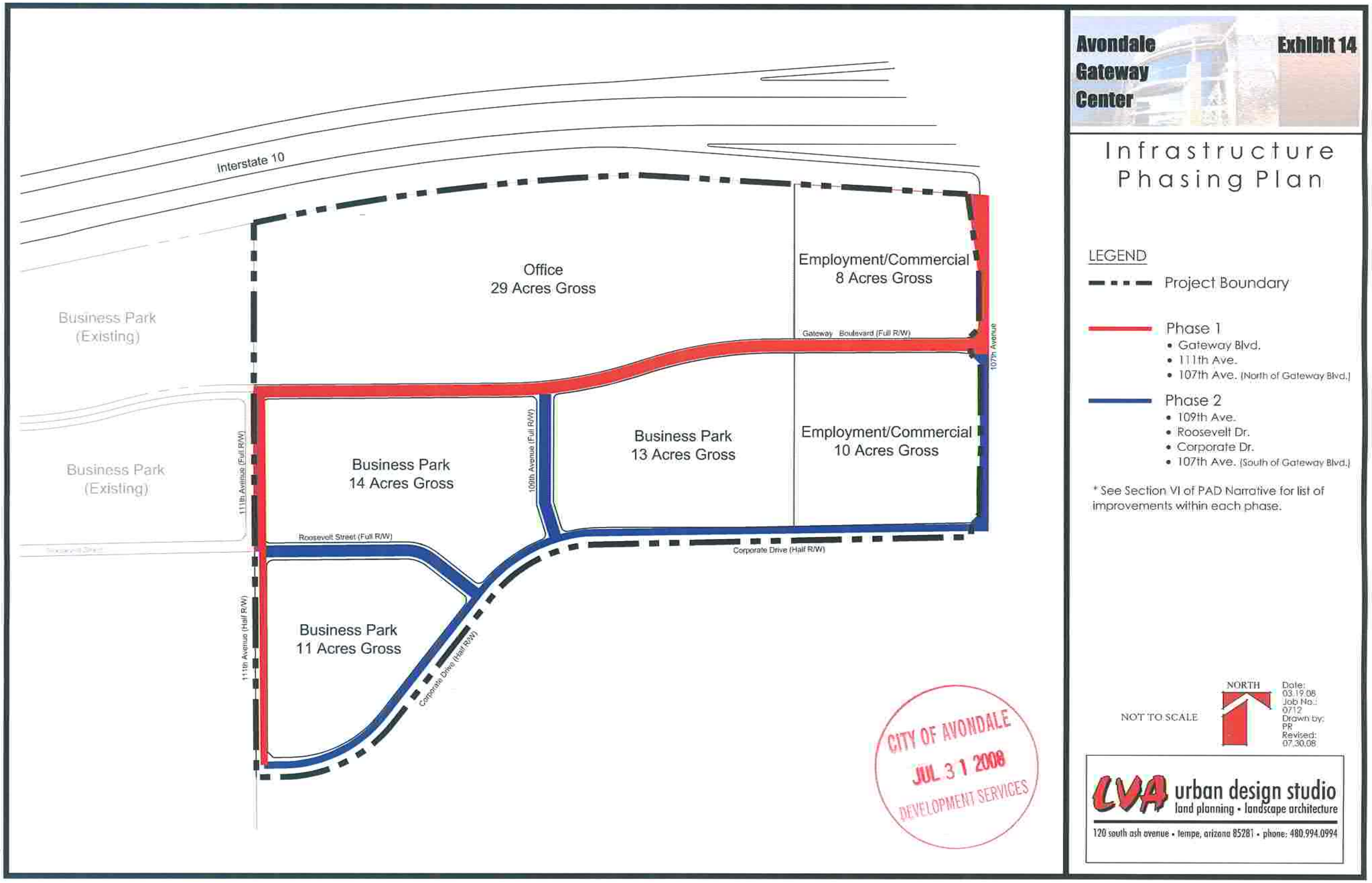
Avondale Gateway Center
Exhibit 14
Infrastructure Phasing Plan
LEGEND
Project Boundary
Phase 1
• Gateway Blvd.
• 111th Ave.
• 107th Ave. (North of Gateway Blvd.)
Phase 2
• 109th Ave.
• Roosevelt Dr.
• Corporate Dr.
• 107th Ave. (South of Gateway Blvd.)
* See Section VI of PAD Narrative for list of improvements within each phase.
Interstate 10
Office
29 Acres Gross
Employment/Commercial
8 Acres Gross
Business Park
(Existing)
Gateway Boulevard (Full R/W)
107th Avenue
Business Park
(Existing)
111th Avenue (Full R/W)
Business Park
14 Acres Gross
109th Avenue (Full R/W)
Business Park
13 Acres Gross
Employment/Commercial
10 Acres Gross
Roosevelt Street (Full R/W)
Corporate Drive (Half R/W)
111th Avenue (Half R/W)
Business Park
11 Acres Gross
Corporate Drive (Half R/W)
NOT TO SCALE
NORTH
Date: 03.19.08
Job No.: 0712
Drawn by: PR
Revised: 07.30.08
CITY OF AVONDALE
JUL 31 2008
DEVELOPMENT SERVICES
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EXHIBIT G

CITY OF AVONDALE
JUL 17 2012
DEVELOPMENT SERVICES

PAD ZONING EXTENSION NARRATIVE

Location

- **Nearest intersecting streets of the property** – *107th Avenue, I-10, Roosevelt Street*
- **Size of the property (acreage)** – *84 acres*

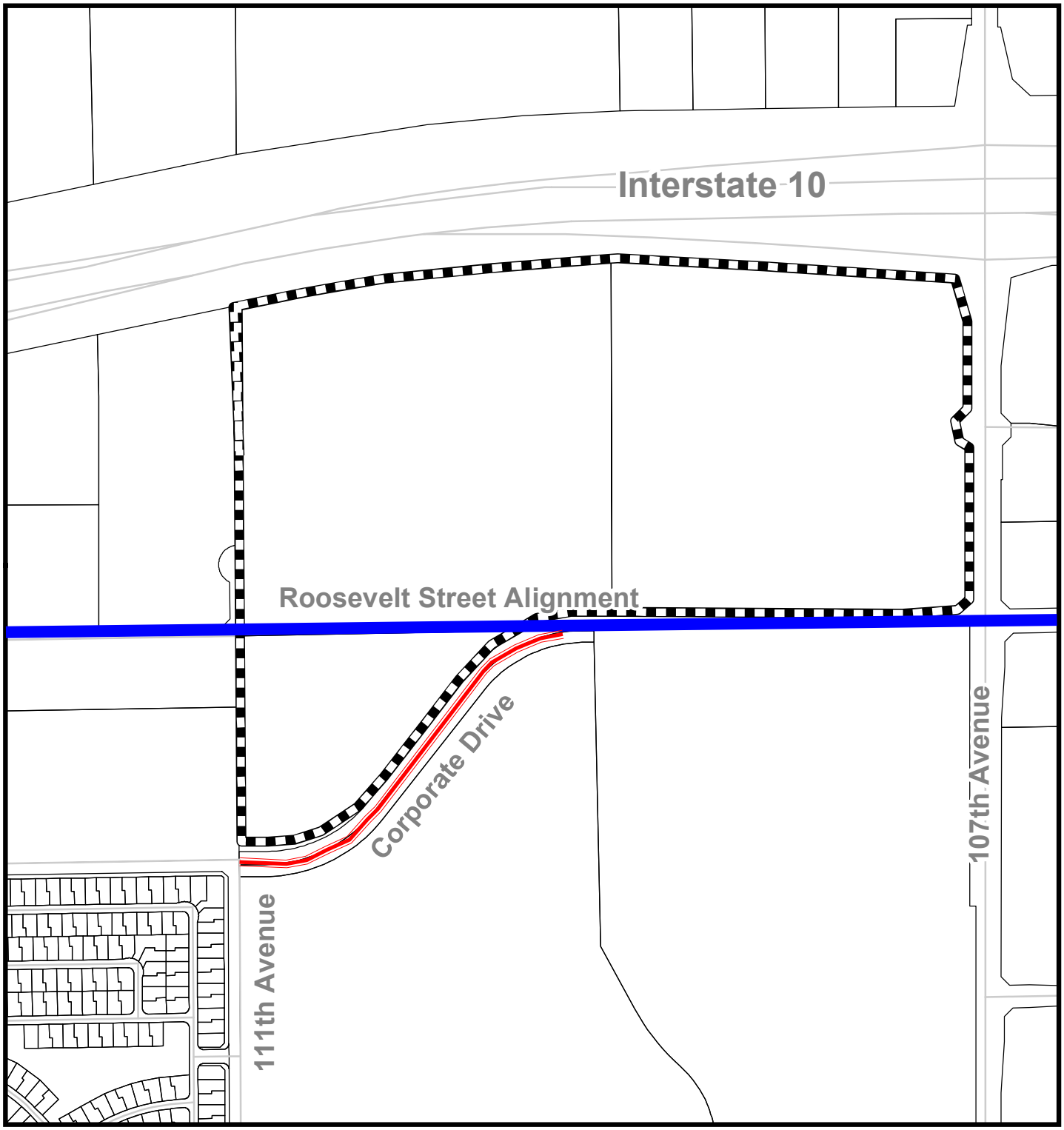
History

- **Date annexed** – *March 17th, 2006*
- **Date zoned** – *Pad zoning in 2008 with no specific site plan submitted*
- **Subsequent action(s) with staff, the Planning Commission, or City Council after zoning to PAD. List all dates. Be sure to list all approvals** – *the property was annexed into the City of Avondale on March 17th, 1986. Upon adoption of the City's new zoning map in 1990, the Property was zoned AG (Agricultural). On August 18th, 2008, the Avondale City Council unanimously approved the Avondale Gateway Center PAD (Z-07-16) to allow for a regional office/employment/commercial development.*

Justification

- **Why wasn't the property developed within the three year allotment?** *The property has only just been foreclosed on.*
- **Why will one more year make a difference?** *It is difficult to predict with certainty when the economic climate will allow development of the property. We do believe, however, that when market conditions in Arizona are ripe, this location is ideally suited to be successful.*
- **What step in the development process is the project in as of the date of this application?** *There is no active development on the property at this time.*
- **Provide a development schedule that shows how construction will be underway within the time period granted by the extension.** *The goal is to pursue updates for planning and design on the project. Due to less than ideal market forces, this may take some time.*
- **What steps have the property owner(s) taken to market the property since the original approval?** *We have only just purchased the property, so marketing has not yet taken place. The applicant is committed t the long term success of the development of the property.*

Exhibit H



High-capacity Transit Corridor
Avondale Gateway Center PAD Extension

Application PL-12-0153

Avondale

Subject Property

High-capacity Transit Corridor

Right-of-way To Be Abandoned

N

City Council Regular Meeting – Excerpt of Meeting Minutes
November 7, 2011

6 PUBLIC HEARING – TIME EXTENSION FOR AVONDALE GATEWAY CENTER PAD ZONING - ALTERNATIVELY ORDINANCE 1471-111 - ZONING REVERSION

A public hearing and a request by Mr. Mike Withey, Withey Morris PLC, for a one year extension of PAD zoning for Avondale Gateway Center, located on approximately 84 acres of land at the southwest corner of 107th Avenue and Interstate 10. Alternatively, City Council will consider an ordinance reverting the zoning from PAD zoning to its previous zoning classification of Agricultural (AG).

Eric Morgan, Planner II reviewed the particulars of this item as more specifically described in the Council report. Regarding the high capacity transit corridor, Mr. Morgan explained that the alignment that had been proposed is not part of the City's transit plan so the City would need to abandon the right of way that is already there. He added that should the applicant request another extension next year they would be required to dedicate 100 ft of right of way for a major collector plus an additional 30 ft of right of way for high capacity transit.

Charlie McClendon clarified that the high capacity transit is designated in the 2030 General Plan, so whenever this property develops it will be required to dedicate the necessary right of way.

Mayor Rogers opened the public hearing. There being no requests to speak, Mayor Rogers closed the public hearing.

Vice Mayor McDonald moved to approve the request for a one year extension of PAD zoning for Avondale Gateway Center. Council Member Weise seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Vice Mayor McDonald	Aye
Council Member Scott	Excused
Council Member Vierhout	Aye
Mayor Rogers	Aye
Council Member Weise	Aye
Council Member Karlin	Aye
Council Member Buster	Aye

Motion carried 6-0.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit for a new Personal Wireless Service Facility for Verizon Wireless Phoenix Coldwater Springs (PL-12-0137)

MEETING DATE:
September 17, 2012

TO: Mayor and Council

FROM: Tracy Stevens, Planning Manager (623) 333-4012

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit approval for a new Personal Wireless Service Facility for Verizon Wireless Phoenix Coldwater Springs.

PARCEL SIZE: Approximately 5.88 acres

LOCATION: Southeast Corner of Van Buren Street and the Agua Fria River

APPLICANT: Mr. Michael J. Campbell, Campbell A&Z, LLC for Verizon Wireless (602) 616-8396

OWNER: City of Avondale

BACKGROUND:

The subject property was annexed into the City June 26, 1976. The property is owned by the City of Avondale. The property is occupied by a City water storage and pump station facility (Exhibit C). The facility was constructed in 2001, with further additions in 2004. In 2009 the site was enclosed with a masonry screen and security wall. The overhead electric power lines crossing the Agua Fria River and running east-west along Van Buren Street in front of the facility were installed by APS sometime before the construction of the facility.

The General Plan Land Use Map identifies the subject property as Public Facilities (Exhibit A). The property is zoned Single Family Residential (R1-6) (Exhibit B).

SUMMARY OF REQUEST:

The applicant is requesting a Conditional Use Permit to construct a new Personal Wireless Service Facility (PWSF) within the enclosed area of the City's water storage and pump station (Exhibit E). The PWSF would be located in the northwest corner of the facility, and would consist of a 65' high monopole with twelve antennae arranged in a spoke pattern, and a 21' by 45' ground equipment yard with a prefabricated equipment shed. The equipment yard would be screened by the water facility's 9' - 6” high masonry wall. Access to the monopole and equipment yard is proposed through a new door constructed through the masonry wall. For security, the equipment yard will be separated from the rest of the water facility by an 8' high chainlink fence.

PARTICIPATION:

The applicant invited 62 property owners and other interested parties to a neighborhood meeting held on July 25, 2012, to discuss the proposal. Invitations consisted of a notice published in the West Valley View, a public notice sign being erected on the subject property, and First Class letters being mailed to each property owner within 500 feet of the subject property, all on or before July 10, 2012. No property owners or interested parties attended the meeting.

The public was notified and invited to participate in the public hearing of this application before the Planning Commission on or before July 31, 2012. The public notices consisted of a published ad in the West Valley View, a sign posted on the subject property, and First Class letters mailed to each property owner within 500 feet of the subject property.

The public was notified and invited to participate in the public hearing of this application before the City Council on or before August 28, 2012. The public notices consisted of a published ad in the West Valley View, a sign posted on the subject property, and First Class letters mailed to each property owner within 500 feet of the subject property.

Staff received one inquiry from one interested party regarding this application (Exhibit G). Mr. Richard Childress wrote an email expressing concerns about how the public was notified of the application, the aesthetic impacts of the monopole design, the high-visibility of the proposed location, and staff's ability to analyze the material provided by Verizon to support the need for the facility. Staff responded to Mr. Childress' concerns. With regard to public notification, staff explained that property owners within 500' were mailed First Class letters, that an 1/8th page ad was placed in the West Valley View newspaper, and that a 32 square foot sign was erected at the site along Van Buren Street to invite comments from the public regarding the case. Regarding Mr. Childress' concerns about the aesthetics of the monopole, staff explained that a so-called “stealth design,” such as a palm tree, would look out-of-place at the proposed location considering its context amid multiple electric power line utility poles and the lack of any palm trees in the area. The monopole design better blends into the site's context because it appears similar to the existing utility poles. With regards to Mr. Childress' concerns regarding the high-visibility of the location, staff explained that the proposed location will allow the ground equipment and base of the monopole to be screened by an existing facility's 9'-6” high wall, and that the monopole's high-visibility will be dampened by being amidst other utility poles in the immediate vicinity. Lastly, in response to Mr. Childress' question of whether staff had a Radio Frequency (RF) engineer available to analyze Verizon's materials supporting their claim of need for this new facility, staff pointed out that it was unlikely that Verizon would want to build an expensive facility like this if it was not necessary to improve service. Staff received no further comment from Mr. Childress.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on August 16, 2012, and voted 6-0 to recommend approval of this request subject to the following stipulations (Exhibit I):

1. The development shall comply with the approved Project Narrative and Site Plan; and

2. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.

Commissioner Kugler was excused from the meeting.

ANALYSIS:

In order to grant a Conditional Use Permit, Section 108.C.2 of the Zoning Ordinance lists five findings that must be met. The burden of proof is upon the applicant. The findings and analysis are as follows:

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

i. The General Plan identifies the subject site as Public Facilities on the Land Use Map (Exhibit A). The site is occupied by a City water storage and pumping station (Exhibit C). Within the immediate

vicinity are numerous APS high-voltage electric power transmission lines (Exhibit F). Of the twenty-one approved PWSFs in the Avondale Municipal Planning Area, seven are located on public facilities sites or in the public right-of-way, and three are on public school sites. The remaining eleven PWSFs are located on private property. The PWSF use is consistent with the public facilities land use.

ii. Land Use Element Goal 3 of the General Plan states, “Plan land uses to minimize conflicts between them.” One implementation of this Goal is the Zoning Ordinance's requirement that PWSFs use alternative structure designs, such as a palm or evergreen tree, in order to blend into the area surroundings as much as possible. Structures in the vicinity of the proposed PWSF site are two 20' high water storage tanks and six 60'-plus high high-voltage APS electric power line poles. The applicant is proposing a monopole design painted galvanized gray to match existing area electric power line poles. The proposed monopole design will blend into its surroundings better than stealth PWSF designs such as a palm or evergreen tree due to the lack of these trees in the immediate vicinity. Because of the requirements for range, capacity, and types of wireless services (telephone voice as well as data), twelve 6' high antennae are provided in a crown array at the top of the monopole. Because of technological limitations, it is not possible to incorporate this amount and size of antennae into a narrow structure design, such as, as a flag pole.

The General Plan Public Services and Facilities Element Goal 4 states, “Develop hi-tech infrastructure.” Strong wireless connections are becoming increasingly important in the day-to-day functioning of our residents and businesses. Reducing the current signal gap in the Verizon network will enhance the quality of life for Verizon customers living and working in vicinity.

iii. The proposed use is consistent with the desired character of the surrounding area. The use is beneficial to Verizon customers living and working in the area because they will receive enhanced voice and data services. The area is between residential single-family detached homes to the south (Coldwater Springs) and non-residential uses to the north that include an existing commerce park, an existing charter school, and an approved storage and distribution center under construction. The use and visual aesthetics of the equipment will not significantly impact the character of the surrounding area because, a) the 65' high monopole blends in with the existing APS electric power line structures in the immediate vicinity thereby not significantly impacting existing scenic views, and b) the ground equipment yard will be entirely within the existing City water storage and pump facility and completely screened by the existing 9' - 6” high masonry wall. This results in less impact to the character of the surrounding area than constructing a new ground equipment storage yard exclusively for the PWSF.

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

i. Adjacent land uses consist of a City water storage and pump facility, the Agua Fria River to the west, and vacant land to the north. The vacant land to the north is approved for a 600,000 square foot warehouse building. PWSFs have been approved throughout the City on a variety of different land use types without being detrimental to adjacent land uses. In Avondale, PWSFs exist on commercial properties, church properties, school properties, and City government facilities. Many of these properties have residential uses nearby. The location where the PWSF is proposed is already populated with a half dozen monopole-like APS electrical power line poles. The best location for a new PWSF, one that minimizes impact to surrounding land use, is within an area populated with similar appearing structures.

Section 708.B.1.b of the Zoning Ordinance requires that applicants justify the need for a new PWSF in the requested location by identifying the gap in coverage area, identify potentially suitable existing vertical elements for co-location, and why the co-location vertical elements were rejected in favor of a new PWSF. The application contains two voice and data service coverage maps, existing service and anticipated service with the PWSF as proposed (Exhibit E Maps 1 and 2). The coverage maps

demonstrate that wireless service inside of homes and buildings would be enhanced within a half mile of the proposed PWSF site. Red squares outline the target areas where a lack of service inside of buildings is perceived by Verizon. Verizon anticipates that 70 - 85% of the areas within the target areas would be upgraded to an acceptable service level by installation of the proposed PWSF.

The application also contains a map identifying existing vertical structures 50' high or higher that are candidates for co-location within a half mile of the proposed PWSF site (Exhibit E Map 3). All twelve existing structures were rejected due to a variety of specific reasons, including lack of height, lack of ground area for an equipment yard, and lack of air space for the antennae array due to support guy wire and electrical power line congestion. These co-location candidates are discussed in detail as follows:

1) Tri-group of APS electric power line poles located immediately NW of the proposed PWSF site, and another tri-group on the west side of the Agua Fria River, identified as # 1 & 6 on Exhibit E Map 3: These were rejected by the applicant as co-location candidates due to a lack of air space for the antennae array, which has a diameter of 16.5', because of the close placement of the three poles to each other and the congestion of guy wires. Staff concurs with this assessment (Exhibit F).

2) APS electric power line poles located along Van Buren Street, identified as # 2 on Exhibit E Map 3: These were rejected because their 57' height was insufficient for Verizon coverage purposes and limited ground space for equipment. The applicant is requesting a 65' high monopole to satisfy coverage purposes. Staff concurs with this assessment, though there appears to be space available for location of a ground equipment yard outside the right-of-way along Van Buren Street because the adjacent land is vacant except for one enclosed well site.

3) Existing PWSF, identified as # 3 on Exhibit E Map 3: The existing PWSF with 100' high monopole at 1477 Eliseo C. Felix Jr. Way in the City water facility was rejected because of a lack of space in the equipment yard for Verizon ground equipment, a lack of space on the monopole for the proposed Verizon antennae array, and because the location is outside of the area Verizon requires in order to cover the “service gap” identified by Exhibit E Map 1. The existing equipment yard occupies the entirety of the City-owned property and cannot be expanded without purchasing more property. Staff concurs with this assessment.

4) Existing APS electric power line monopoles and lattice towers located in the Agua Fria River bed, identified as # 4 & 7 on Exhibit E Map 3: These existing structures were rejected because the ground equipment yard could not be located in the river bed. Staff concurs with this assessment.

5) Existing 50' high flag pole at 1426 Eliseo C. Felix Jr. Way, identified as # 5 on Exhibit E Map 3: This co-location candidate was rejected by the applicant for a lack of height and limited space for a group equipment yard. Staff concurs with this assessment.

ii. The site will not produce noise, light, vibration, or traffic that could be objectionable to persons living and working in the area. The equipment yard will be screened behind an existing 9' - 6” high masonry wall. The location of the equipment yard and the monopole are not directly accessible by members of the general public. The aesthetic effects of the 65' monopole are substantially mitigated by the other vertical utility elements in the immediate vicinity; therefore, it will not be detrimental to adjacent persons or property.

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

i. Section 708 of the Zoning Ordinance requires that at least one parking space be available for servicing of the PWSF. The access to service the site will be along an 8' wide concrete walkway that is a part of the pedestrian trail system along the Agua Fria River. A service vehicle will park on the

walkway while a technician accesses the ground equipment yard through a dedicated gate giving access only to the Verizon equipment yard and not to the rest of the water facility. A normal service schedule for a PWSF is once a month. This portion of the trail system is not heavily used, and it is not anticipated that significant conflicts between the parked service vehicle and pedestrians will result.

ii. Section 708 of the Zoning Ordinance requires that ground equipment be screened. The ground equipment yard will be located behind a 9' - 6” high existing masonry wall. A portion of the 11' - 3” high equipment shelter will be visible above the screen wall, and will be painted to match the screen wall. Due to the visibility of other water facility equipment and shelters over the screen wall, the visual impact of the PWSF equipment shelter roof will be negligible.

iii. Section 708 of the Zoning Ordinance requires that the PWSF be of an alternative design or will blend in with the surrounding area. An alternative design such as a tree would not be appropriate at this location due to the lack of trees. The proposed monopole design is appropriate for its surrounding area because of the number of electrical power line poles in the immediate vicinity.

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

· Traffic generated for the use will be minimal, with scheduled maintenance occurring approximately once a month between the hours of 10 p.m. and 6 a.m.. Conflicts with the public should be minimal. The site will be accessed from the existing driveway into the main water facility off Van Buren Street, then along the 8' wide concrete trail running west outside the facility's screen wall to the access door on the north face of the NW corner of the water facility.

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

· Staff is recommending conditions of approval to insure that potential offsite adverse impacts are mitigated. They are:

a. The development shall conform to the project narrative, site plan, and photo simulation approved by City Council.

b. The Conditional Use Permit shall expire two years after the approval date if a building permit is not obtained.

Conclusion:

Based on the information provided by the applicant, the public input received and the analysis by staff, staff recommends approval of the requested Personal Wireless Service Facility. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The project meets the General Plan Land Use of Public Facilities for this site. The proposed Personal Wireless Service Facility land use is permitted in all zoning districts with a Conditional Use Permit.

2. The development will conform to the standards listed above.

3. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

RECOMMENDATION:

The City Council should conduct a public hearing and **APPROVE** Application PL-12-0137, subject to the following two stipulations:

1) The development shall comply with the approved Project Narrative and Site Plan; and

2) The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** Application PL-12-0137, a request for approval of a Personal Wireless Service Facility, including a 65-foot high monopole, for Verizon Wireless, subject to two recommended stipulations.

ATTACHMENTS:

Click to download

- Exhibit A - Vicinity General Plan Land Use Map
- Exhibit B - Vicinity Zoning Map
- Exhibit C.1 - Vicinity Aerial Photograph 2011
- Exhibit C.2 - Vicinity Aerial Photograph 2011
- Exhibit D - Summary of Related Facts
- Exhibit E.1 - Application Plan Set
- Exhibit E.2 - Project Narrative & Coverage Maps
- Exhibit F - Contextual Vicinity Photos
- Exhibit G - Richard Childress email and staff response (9.6.2012)
- Exhibit H - Draft Minutes Planning Commission August 16, 2012

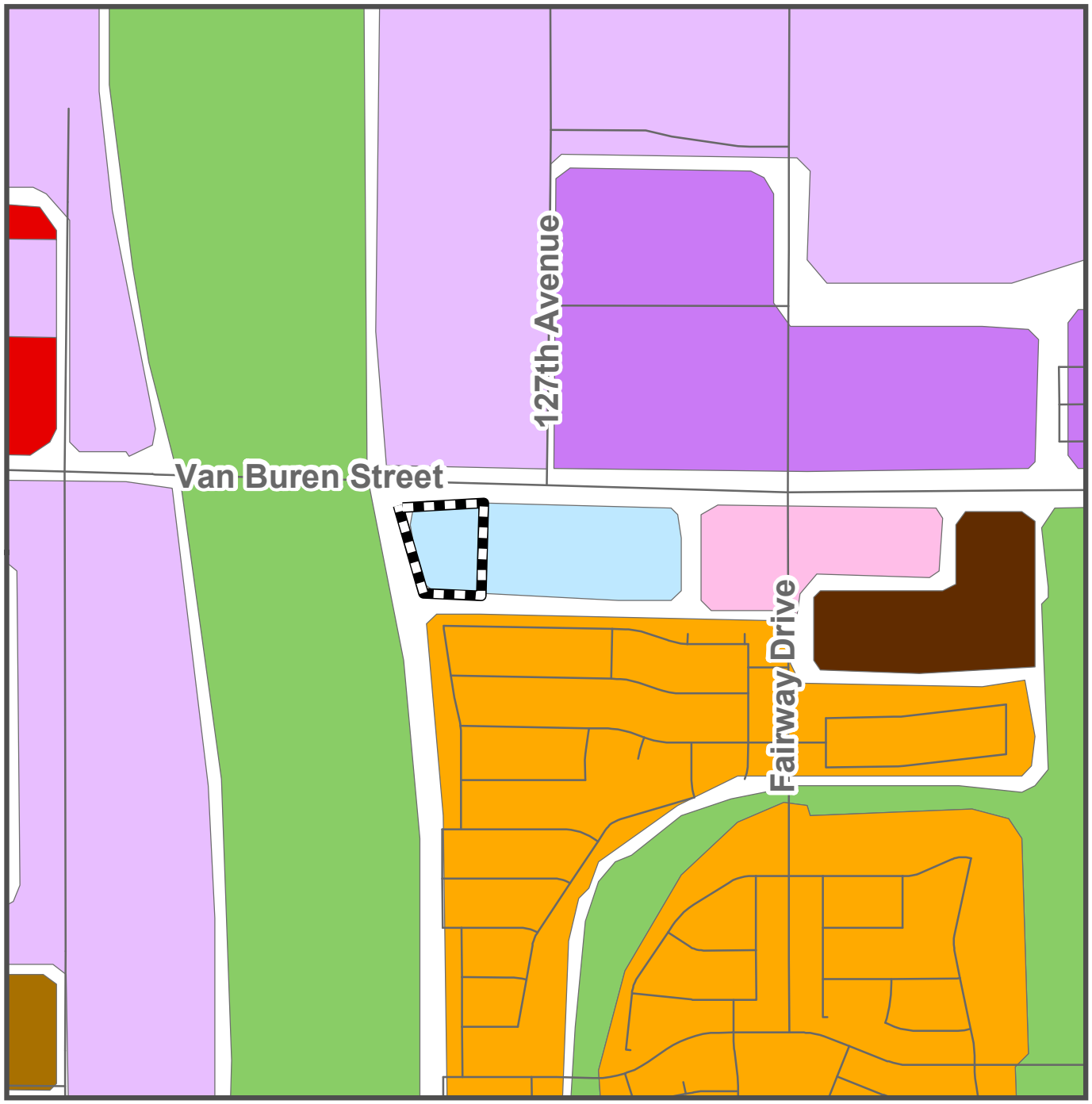
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

Exhibit A



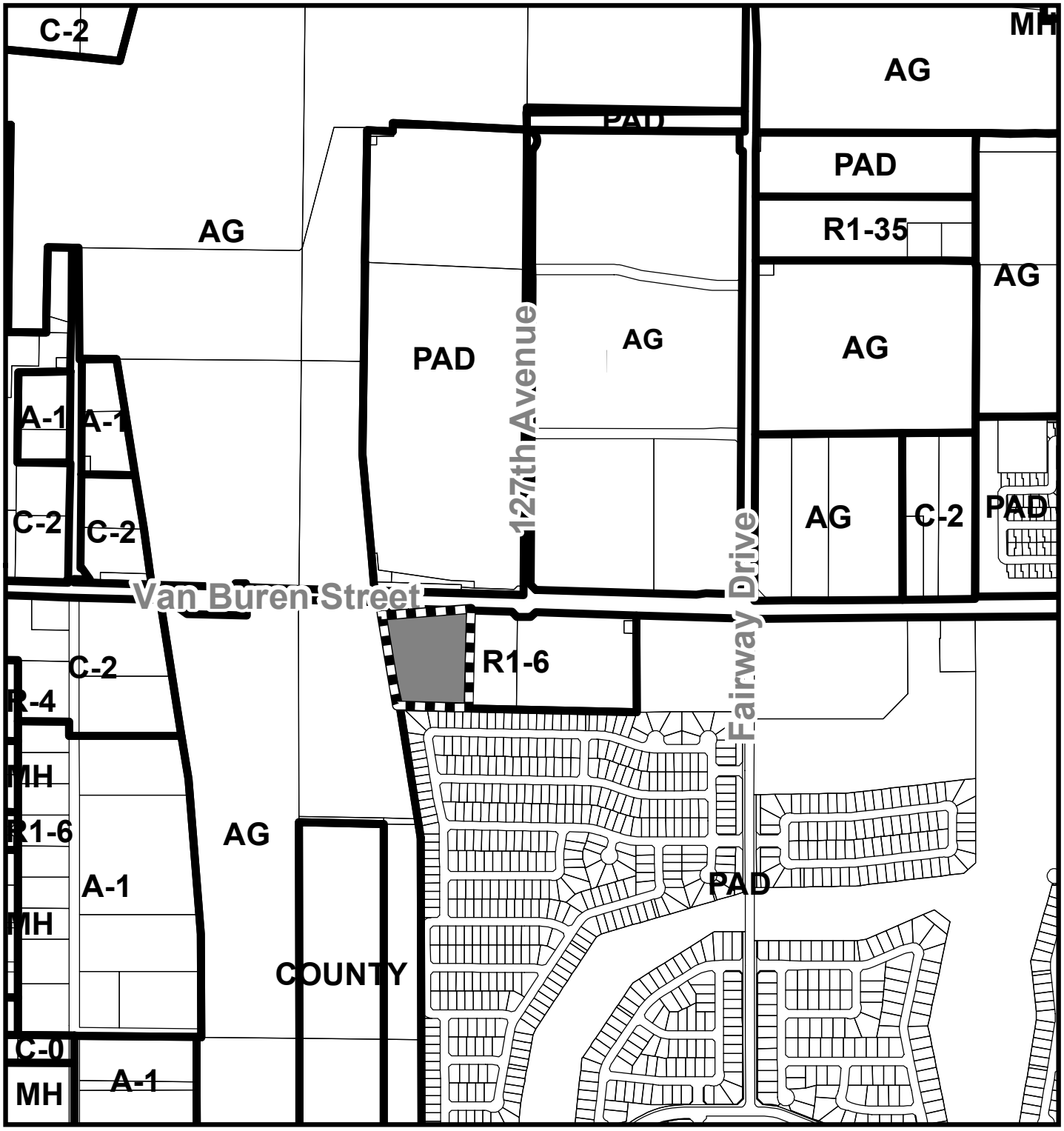
Verizon Wireless PHO Coldwater Springs CUP
PL-12-0137

General Plan Land Use Map

- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B

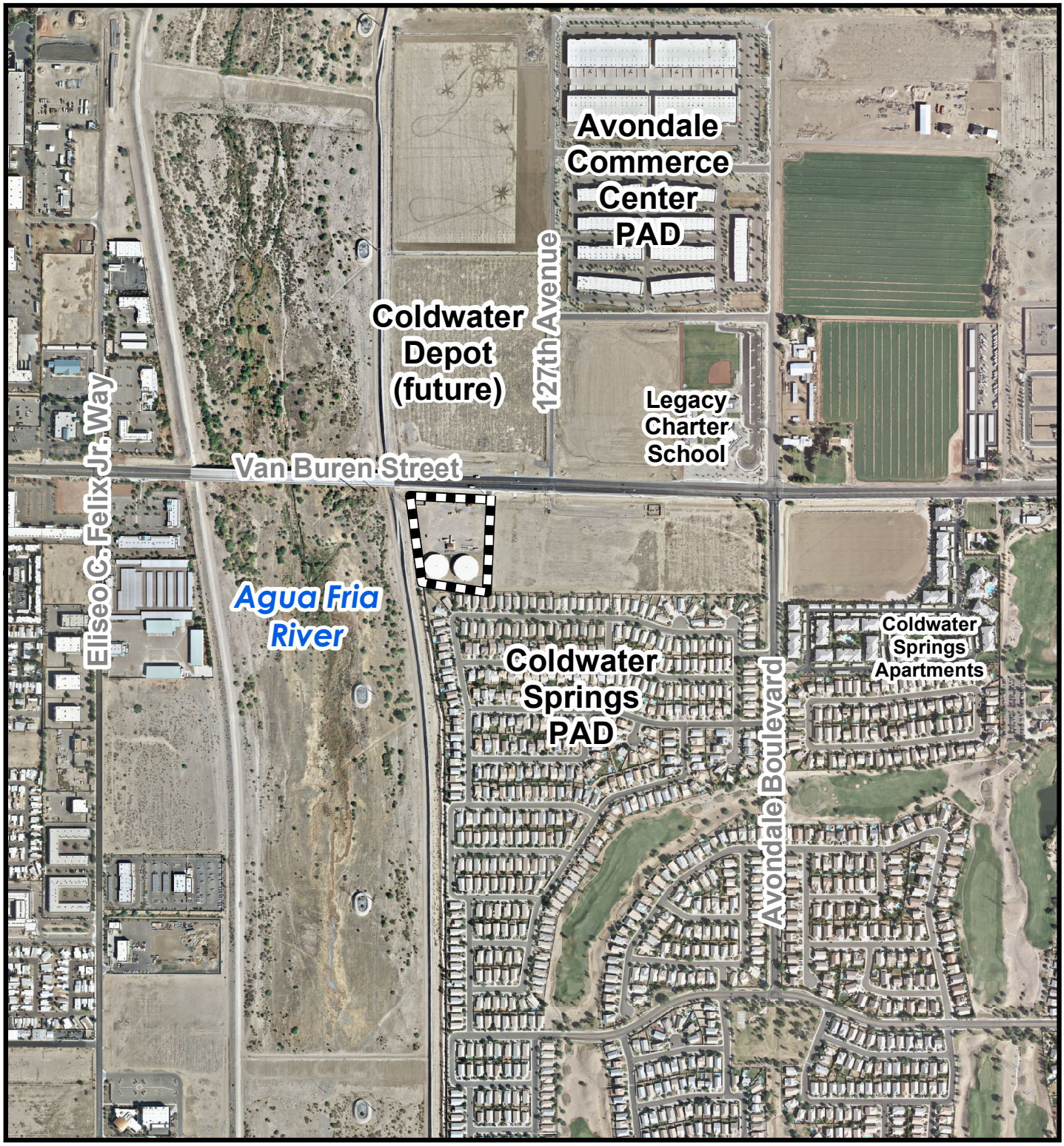


Zoning Vicinity Map
Verizon Wireless PHO Coldwater Springs CUP
PL-12-0137

Avondale

Subject Property

Exhibit C.1

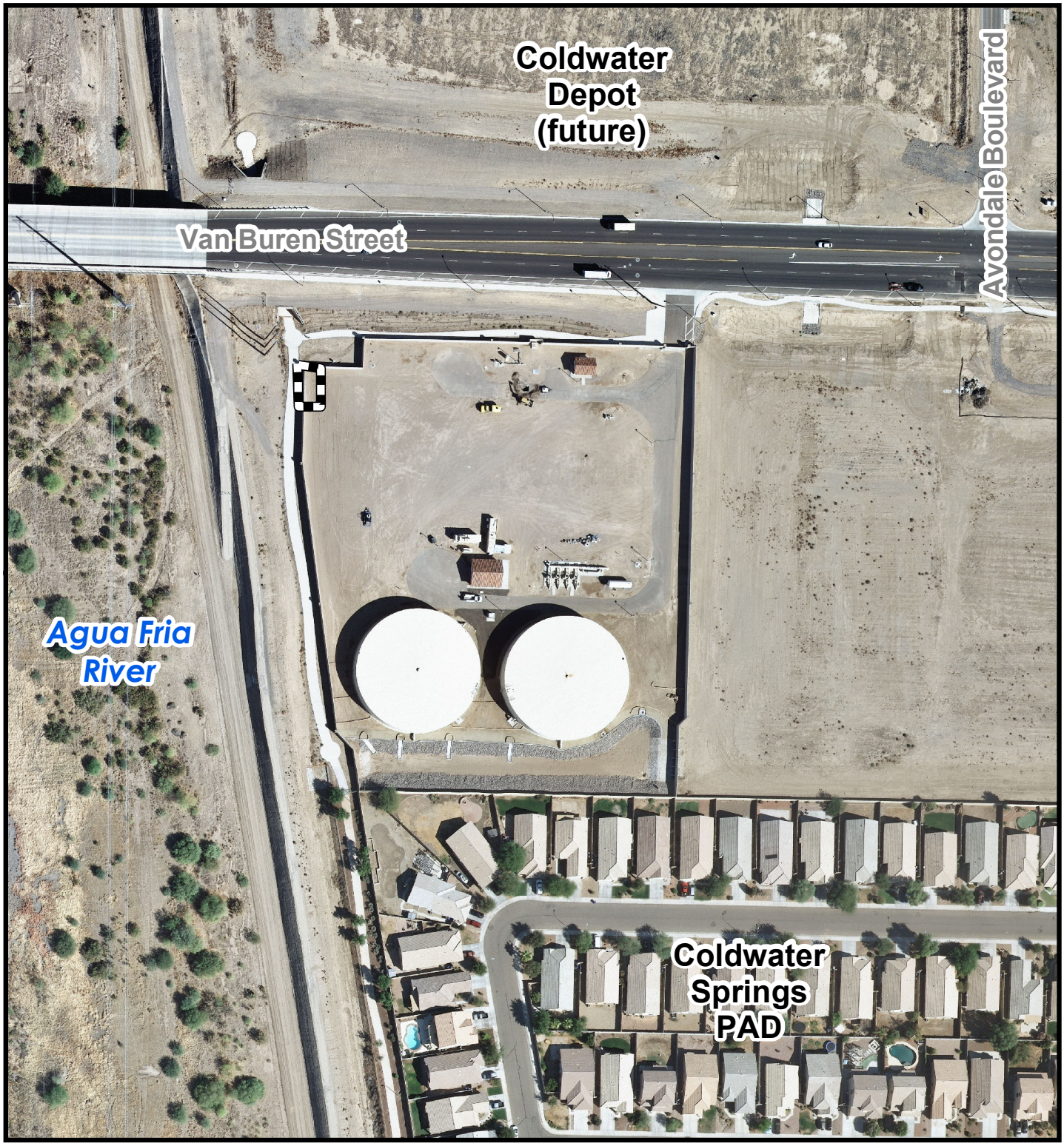


Aerial Photograph January 2012
Verizon Wireless PHO Coldwater Station CUP
PL-12-0137

Avondale

Subject Property

Exhibit C.2



Aerial Photograph January 2012
Verizon Wireless PHO Coldwater Station CUP
PL-12-0137

Avondale

Leased Area

N

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION PL-12-0137 VERIZON WIRELESS PHO COLDWATER SPRINGS CUP

THE PROPERTY	
PARCEL SIZE	Approximately 5.88 acres
LOCATION	SEC of Van Buren Street & Agua Fria River
PHYSICAL CHARACTERISTICS	21' x 45' lease area is relatively flat & open, located inside the screen wall of the facility
EXISTING LAND USE	City water storage & pump station
EXISTING ZONING	Single Family Residential (R1-6)
ZONING HISTORY	Annexed 6/26/1976, zoned Single Family Residential
DEVELOPMENT AGREEMENT	No.

SURROUNDING ZONING AND LAND USE	
NORTH	Planned Area Development (PAD) – vacant (future site of Coldwater Depot)
EAST	Single Family Residential (R1-6) – City well site & vacant, City-owned
SOUTH	Planned Area Development (PAD) – Single Family Residential detached homes (Coldwater Springs)
WEST	Agua Fria River
GENERAL PLAN	
The Northeastern quarter of the property is designated as **Public Facilities** on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Collier Elementary School
HIGH SCHOOL	La Joya Community High School

STREETS	
Van Buren Avenue	
Classification	Arterial
Existing half street ROW	65’
Standard half street ROW	65’
Existing half street improvements	2 vehicular travel lanes, sidewalk, curb & gutter, and streetlights
Standard half street improvements	3 vehicular travel lanes, ½-median/turn lane, bicycle lanes, sidewalks, landscaping, curb & gutter, and streetlights

UTILITIES
24” water line south of the Van Buren Street right-of-way, running across the width of the property frontage, and a 24” water line inside the City facility south of the proposed lease area. There are numerous overhead electric power lines and underground communications cables running parallel to Van Buren Street running across the width of the property frontage.

EXIBIT E

verizon wireless

SITE NAME: PHO_COLDWATER SPRINGS

ZONING COMPLIANCE

LOCAL JURISDICTION	CITY OF AVONDALE
ASSESSORS PARCEL	: 500-27-008
ZONING	: R1-6
USE	: CITY WATER TANK FACILITY
PARENT PARCEL AREA:	: 256,342.6 S.F. (5.88 ACRES)
LEASE AREA	: (945 S.F.)
PARKING REQ'D	: 0
PARKING PROVIDED	: 0

GENERAL COMPLIANCE:

HVAC USED ON THIS STRUCTURE IS NOT INTENDED FOR HUMAN COMFORT ITS USE IS SOLELY FOR ELECTRONIC EQUIPMENT COOLING.

DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

PROVIDE STREET ADDRESS IDENTIFICATION PER MUNICIPAL REQUIREMENTS.
THE USE OF THIS SITE WILL GENERATE NO TRASH.
THIS PROJECT DOES NOT REQUIRE WATER OR SEWER
THIS PROJECT REQUIRES PERMANENT POWER & TELEPHONE CONNECTION

A.D.A. COMPLIANCE:

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH THE APPLICABLE BUILDING CODE.

F.C.C. COMPLIANCE:

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT FOR COMPANY'S WIRELESS TELECOMMUNICATIONS NETWORK. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

THIS FACILITY IS A STATE APPROVED, PREFABRICATED EQUIPMENT SHELTER AND EMERGENCY GENERATOR, TO HOUSE RADIO EQUIPMENT. NO HAZARDOUS MATERIAL WILL BE STORED WITHIN THE FACILITY.

ALL EXITS SHALL BE OPEN ABLE FROM THE INSIDE WITHOUT THE USE OF KEYS OR SPECIAL KNOWLEDGE. MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS ARE PROHIBITED.

NEW ANTENNAS AND ASSOCIATED COAXIAL CABLES
NEW PRE-FAB EQUIPMENT SHELTER
NEW CHAIN LINK FENCE
NEW ELECTRICAL SERVICE
CONTRACTOR TO RESTORE THE EXISTING EROSION CONTROL BACK TO EXISTING STATE, MATCH IN KIND

SITE ACQUISITION

CAMPBELL A&Z
6880 W. ANTENLOPE DRIVE
PEORIA, ARIZONA, 85383
PHONE: (623) 376-6380
FAX: (623) 376-0624
CONTACT: MIKE CAMPBELL
campbellaz1@earthlink.net

ARCHITECT

YOUNG DESIGN CORP.
10245 E. VIA LINDA, SUITE 211
SCOTTSDALE, AZ. 85258
PHONE: (480) 451-9609
FAX: (480) 451-9608
CONTACT: MATTHEW A. YOUNG

SURVEYOR

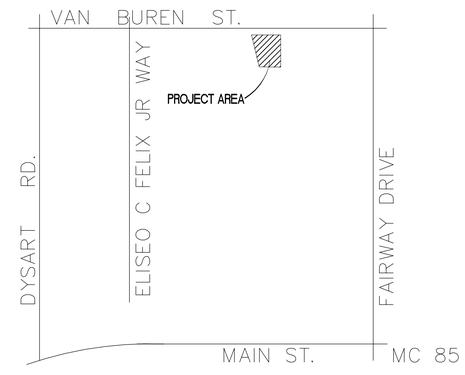
RLF CONSULTING, LLC
PO BOX 11657
CHANDLER, AZ 85248
PHONE: (480) 510-3668
FAX: (480) 584-5824
CONTACT: RYAN FIDLER

LESSOR / OWNER

AVONDALE WATER FACILITY / CITY OF AVONDALE
11465 CIVIC CENTER DR.
AVONDALE, AZ. 85323
PHONE: (623) 333-5019
CONTACT: MICHAEL REESE

SITE PHOTO:

VICINITY MAP:



LESSEE / COMPANY

VERIZON WIRELESS
126 W. GEMINI DRIVE
TEMPE, AZ, 85283
PHONE: (480) 752-7250
CONTACT: BETSY MALUMPHY PHONE: (602) 390-9822

SITE COORDINATES:

LATITUDE	: 33° 26' 56.931" N
LONGITUDE	: 112° 19' 50.524" W
ELEVATION	: 972.8'

NORTH

DRIVING DIRECTIONS:

FROM VERIZON OFFICE AT 126 W. GEMINI DRIVE, TEMPE, AZ. TAKE GAUDALUPE RD TO HARDY, NORTH TO BASELINE. WEST ON BASELINE TO I-10 APPROXIMATELY 24 MILES TO AVONDALE BLVD EXIT. TAKE AVONDALE BLVD EXIT SOUTH TO VAN BUREN ST. WEST ON VAN BUREN ST TO THE SITE AT 12533 W. VAN BUREN ST. SITE WILL BE ON RIGHT SIDE OF THE ROAD

SHEET INDEX:

T1	TITLE SHEET, PROJECT INFO
1 OF 1	ALTA SURVEY
C1	BOUNDARY SURVEY, LEASE AREA
C2	BOUNDARY SURVEY, LEASE AREA
Z0	AS-BUILT SITE PLAN
Z1	OVERALL SITE PLAN
Z2	ARCHITECTURAL SITE PLAN
Z3	NORTH ELEVATION
Z4	EAST ELEVATION

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608

SEAL

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REGISTERED PROFESSIONAL ARCHITECT 19382 RONALD C. YOUNG 5/1/11 Date Signed ARIZONA U.S.A.

EXP. 12/31/13

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE PURSUANT TO A.R.S. TITLE 41 AND TITLE 44. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY.

PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
1	08/08/11	PRELIMINARY REVIEW
2	11/15/11	CITY COMMENTS
3	03/21/12	CITY COMMENTS
4	05/15/12	CITY COMMENTS

ARCHITECTS JOB NO.
YDC-2553

PROJECT INFORMATION

PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

SHEET TITLE

TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER

T-1

ALTA/ACSM LAND TITLE SURVEY

LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN
THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,
RECORDED IN BOOK 1003 OF MAPS, PAGE 27

LEGAL DESCRIPTION

LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27.

SCHEDULE B EXCEPTIONS

1. TAXES, IF ANY, FOR THE YEAR OF 2011 A LIEN NOT YET DUE AND PAYABLE, FIRST HALF DUE ON OCTOBER 1, 2011 AND DELINQUENT NOVEMBER 1, 2011, PLUS PENALTIES AND INTEREST, SECOND HALF PAYABLE ON OR BEFORE MARCH 2012 AND DELINQUENT MAY 1, 2012.

2. ANY ACTION BY THE COUNTY ASSESSOR AND/OR TREASURER, ALTERING THE CURRENT OR PRIOR TAX ASSESSMENT, SUBSEQUENT TO THE EFFECTIVE DATE HEREIN IN.

3. WATER RIGHTS, CLAIMS TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

4. ANY CHARGE, LIABILITIES OR OBLIGATIONS UPON SAID LAND BY REASON OF ITS INCLUSION IN ANY SPECIAL DISTRICT(S) AS SET FORTH BY THE TAXING AUTHORITIES OF SAID COUNTY, CITY OR COMMUNITY DEVELOPMENT PURSUANT TO TITLE 48, ARIZONA REVISED STATUTES.

5. THE LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF: (A) INCLUSION THEREOF WITHIN THE BOUNDARIES OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT; (B) MEMBERSHIP OF THE OWNER THEREOF IN THE SALT RIVER VALLEY WATER USERS' ASSOCIATION, AN ARIZONA CORPORATION AND (C) THE TERMS OF ANY WATER RIGHT APPLICATION MADE UNDER THE RECLAMATION LAWS OF THE UNITED STATES FOR THE PURPOSE OF OBTAINING WATER RIGHTS FOR SAID LAND.

6. TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT" AND RECORDED AS INSTRUMENT NO. 2002-629076 OF OFFICIAL RECORDS.(NOT PLOTTABLE)

7. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND SET BACK LINES AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION RECORDED AS BOOK 384 OF MAPS, PAGE 15 AND BOOK 1003 OF MAPS, PAGE 27, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES. (REFERENCED)

8. AN EASEMENT FOR ELECTRIC LINES AND INCIDENTAL PURPOSES THERETO, RECORDED AS INSTRUMENT NO.1986-122706 OF OFFICIAL RECORDS. (REFERENCED)

9. AN EASEMENT FOR POWER DISTRIBUTION AND INCIDENTAL PURPOSES THERETO, RECORDED AS INSTRUMENT NO. 2002-289316 OF OFFICIAL RECORDS. (REFERENCED)

10. TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT" AND RECORDED AS INSTRUMENT NO. 2002-629076 OF OFFICIAL RECORDS. (DUPLICATE)

11. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES THERETO, RECORDED AS INSTRUMENT NO. 2004-202894OF OFFICIAL RECORDS. (REFERENCED)

12. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES THERETO, RECORDED AS INSTRUMENT NO. 2010-590893 OF OFFICIAL RECORDS.(REFERENCED)

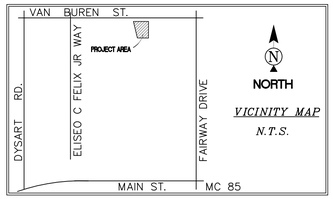
13. AN UNRECORDED LEASE BY AND BETWEEN CITY OF AVONDALE (LESSOR) AND CITY OF AVONDALE MUNICIPAL DEVELOPMENT CORPORATION (LESSEE) AS DISCLOSED BY THAT CERTAIN FIRST SUPPLEMENT TO GROUND LEASE RECORDED AS INSTRUMENT NO. 2002-729947 OF OFFICIAL RECORDS AND THEREAFTER THIRD SUPPLEMENT RECORDED AS 2004-834286, FOURTH SUPPLEMENT RECORDED AS 2005-1392956, FIFTH SUPPLEMENT RECORDED AS 2006-1530057 AND SIXTH SUPPLEMENT RECORDED AS 2008-768968 ALL OF OFFICIAL RECORDS.

14. AN UNRECORDED LEASE BY AND BETWEEN CITY OF AVONDALE MUNICIPAL DEVELOPMENT CORPORATION (LESSOR) AND CITY OF AVONDALE (LESSEE) AS DISCLOSED BY THAT CERTAIN FIRST SUPPLEMENT TO LEASE RECORDED AS INSTRUMENT NO. 2002-729948 OF OFFICIAL RECORDS AND THEREAFTER THIRD SUPPLEMENT RECORDED AS 2004-834287, FOURTH SUPPLEMENT RECORDED AS 2005-1392957, FIFTH SUPPLEMENT RECORDED AS 2006-1530058 AND SIXTH SUPPLEMENT RECORDED AS 2008-768969 ALL OF OFFICIAL RECORDS.

15. RIGHTS OF PARTIES IN POSSESSION BY REASON OF ANY UNRECORDED LEASES OR MONTH TO MONTH TENANCIES.

LEGEND

- WATER CONTROL VALVE
- IRRIGATION CONTROL VALVE
- SEWER CLEANOUT
- ELECTRIC METER
- ELECTRIC CABINET
- ELECTRIC JUNCTION BOX
- ELECTRIC TRANSFORMER
- FIRE HYDRANT
- BACKFLOW PREVENTER
- WATER MANHOLE
- SAN SEWER MANHOLE
- STORM MANHOLE
- STREET LIGHT W/ MAST ARM
- BREAKLINE
- FIBER VAULT
- GUY WIRE
- POWER POLE
- LIGHT POLE
- BRASS CAP IN HAND HOLE
- CALCULATED POSITION
- BRASS CAP FLUSH
- SET 1/2" REBAR W/CAP "LS 44007"
- BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- E — ELECTRIC BLUESTAKE
- SS — SANITARY SEWER BLUESTAKE
- W — WATER BLUESTAKE
- F — FIBER BLUESTAKE
- M.C.R. — MARICOPA COUNTY RECORDER



SURVEYOR'S NOTES

1. GLOBAL POSITIONING SATELLITE (G.P.S.) INSTRUMENTATION WAS USED DURING THE COURSE OF THE FIELD SURVEY. ALL DISTANCES REFERENCED HEREON HAVE BEEN CALCULATED TO GROUND DISTANCES USING A COMBINED SCALE FACTOR OF 1.000126.
2. MEASUREMENTS SHOWN HEREON FALL WITHIN ACCEPTABLE TOLERANCES AS DEFINED BY THE ARIZONA MINIMUM BOUNDARY STANDARDS UNLESS OTHERWISE NOTED.
3. THE SURVEYOR HAS MADE NO ATTEMPT AND HAS NOT OBTAINED ANY INFORMATION RELATING TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT-OF-WAYS, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY, INDIVIDUAL OR GOVERNMENTAL AGENCY MAY HAVE MADE OR MAY REQUIRE.
4. BUILDING SETBACK LINES, ZONING, FLOOD AREA ZONES, AND ADDRESSES THAT MAY BE SHOWN ARE SUPPLIED BY THE GOVERNING AGENCY OR TAKEN FROM THE BEST AVAILABLE RECORDS. THE SURVEYOR WILL NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION SUPPLIED BY OTHERS.
5. THE DESCRIPTION OF PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON, REPRESENT THAT INFORMATION PROVIDED IN MEMORANDUM REPORT ORDER NO. 11-04-0013, PREPARED BY WESTERN REGIONAL TITLE AGENCY, DATED NOVEMBER 16, 2011 AT 5:00 P.M. ANY INFORMATION SHOWN WHICH MAY VARY FROM THE CONTENTS OF THE REPORT(S) NOTED ABOVE, REPRESENTS INFORMATION AND MEASUREMENTS FOUND DURING THE COURSE OF THE SURVEY.
6. THERE WAS NO OBSERVABLE EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP DURING THE COURSE OF THIS SURVEY. EXCEPT AS SHOWN HEREON THERE WAS NO EVIDENCE OF RIGHT-OF-WAY LINES EITHER EXISTING OR PROPOSED DURING THE COURSE OF THIS SURVEY.
7. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
8. EVIDENCE FOUND OF EARTH MOVING DURING THE COURSE OF THIS SURVEY. SLOPE FEATURES AND EXCAVATED AREAS MAY HAVE CHANGED SINCE THE DATE OF FIELD WORK PERFORMED FOR THIS SURVEY ON 11/30/11.
9. USE OF THE INFORMATION, CONTAINED IN THIS A.L.T.A./A.C.S.M. LAND TITLE SURVEY, FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED ("TITLE INSURANCE MATTERS"), IS FORBIDDEN, UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY RLF CONSULTING, LLC. AND THEREFORE SHALL HAVE NO LIABILITY FOR ANY SUCH UNAUTHORIZED USE.

PROJECT META DATA

1. ELEVATIONS ARE BASED UPON CITY OF AVONDALE BENCHMARK LOCKRIDGE. ELEVATION=972.05 (NAVD88)
2. BASIS OF BEARING: SOUTH 88°22'22" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11 AS SHOWN ON THE FINAL PLAT OF COLDWATER PLACE, RECORDED IN BOOK 1003 OF SURVEYS, PAGE 27, M.C.R.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 11/30/11.

LOT AREA

LOT 1= 256,345 SQUARE FEET.

REFERENCE DOCUMENTS

FINAL PLAT OF COLDWATER PLACE RECORDED IN BOOK 1003 OF SURVEYS, PAGE 27, M.C.R. (R)

FINAL PLAT OF COLDWATER SPRINGS PARCEL 2-UNIT 1 RECORDED IN BOOK 538 OF SURVEYS, PAGE 50, M.C.R.

RESULTS OF SURVEY RECORDED IN BOOK 1085 OF SURVEYS, PAGE 50, M.C.R.

RECORD OF SURVEY "GDACS" RECORDED IN BOOK 694 OF SURVEYS, PAGE 38, M.C.R.

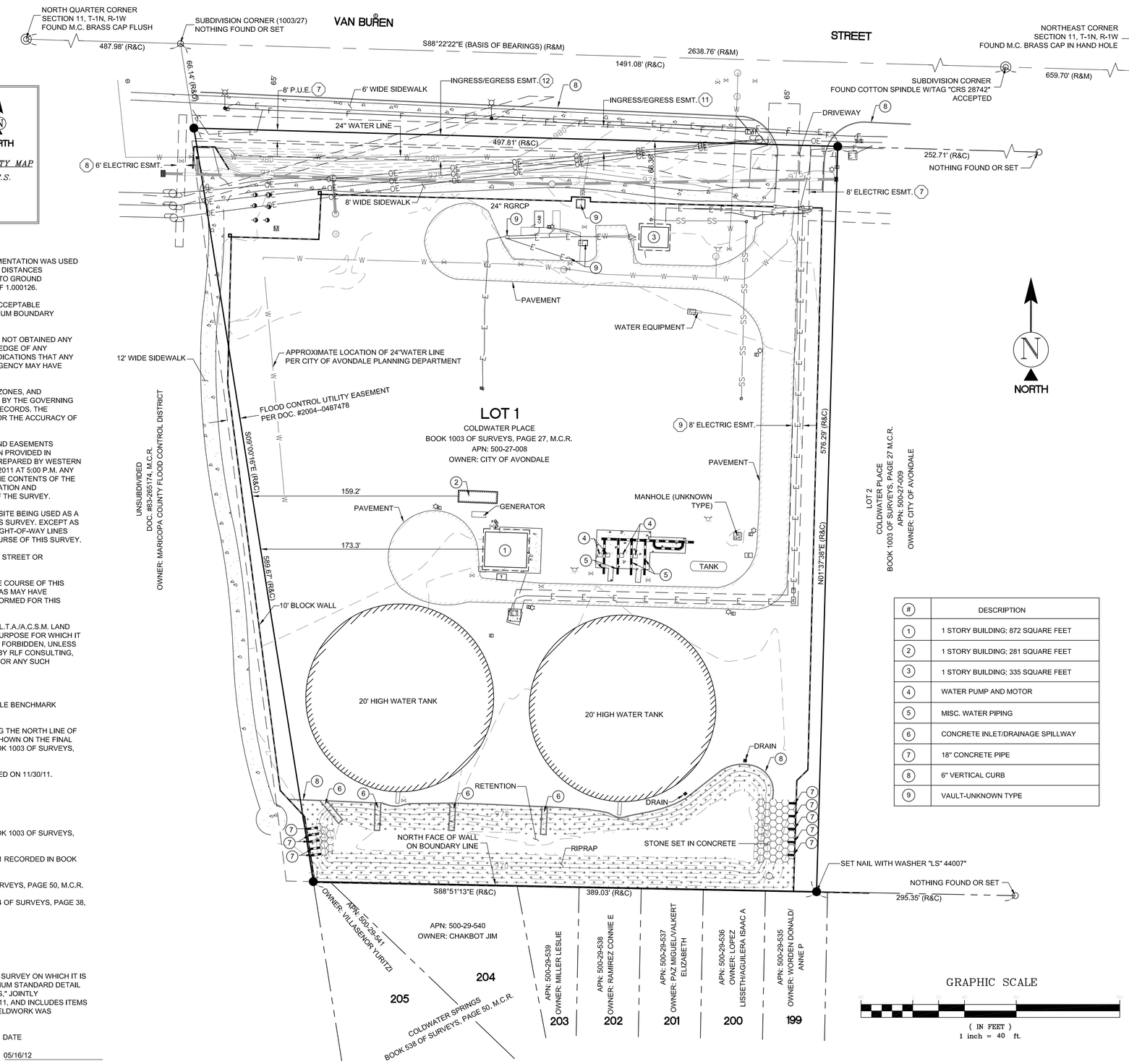
CERTIFICATION

TO:
CITY OF AVONDALE
WESTERN REGIONAL TITLE AGENCY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2011, AND INCLUDES ITEMS 1, 4, 8, 11, 14, 15, AND 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11/30/11.

RYAN L. FIDLER, R.L.S. 44007 DATE

05/16/12



#	DESCRIPTION
1	1 STORY BUILDING; 872 SQUARE FEET
2	1 STORY BUILDING; 281 SQUARE FEET
3	1 STORY BUILDING; 335 SQUARE FEET
4	WATER PUMP AND MOTOR
5	MISC. WATER PIPING
6	CONCRETE INLET/DRAINAGE SPILLWAY
7	18" CONCRETE PIPE
8	6" VERTICAL CURB
9	VAULT-UNKNOWN TYPE

NO.	DATE	REVISION	BY

PURPOSE: ALTA/ACSM LAND TITLE SURVEY

FIELD BY: NGS
DRAWN BY: MJG
CHECKED BY: RLF

rlf Consulting, llc
Land Survey & Mapping Solutions
6197 South Rural Road, Suite, 101 Tempe, AZ 85283
p. 480.478.3032 | f. 480.839.0200 | www.rlfconsulting.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L.
FIDLER
Date Signed 05/16/12
ARIZONA, U.S.A.
EXPIRES 03/31/15

ALTA/ACSM LAND TITLE SURVEY
LOT ONE, "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27.

SECTION: 11
TWNSHP: 1 N.
RANGE: 1 W.

JOB NO.: 09006220

SCALE 1"=40'

SHEET 1 OF 1

LESSOR'S LEGAL DESCRIPTION

LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27.

PROPOSED LESSEE 8.00' ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 8.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 4.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.

PROPOSED LESSEE 5.00' ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 5.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 4.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 34.55 FEET TO THE POINT OF TERMINUS.

PROPOSED LESSEE LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT ONE BEARS NORTH 88°22'22" WEST A DISTANCE OF 497.81 FEET; THENCE NORTH 88°22'22" WEST, ALONG THE NORTH LINE OF SAID LOT ONE, 37.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'27" WEST, 37.85 FEET; THENCE NORTH 88°17'30" WEST, 34.70 FEET; THENCE SOUTH 85°38'41" WEST, 33.63 FEET; THENCE NORTH 90°00'00" WEST, 9.89 FEET; THENCE NORTH 82°33'02" WEST, 56.81 FEET; THENCE NORTH 84°56'43" WEST, 31.18 FEET; THENCE NORTH 89°00'00" WEST, 17.20 FEET; THENCE SOUTH 87°48'12" WEST, 45.04 FEET; THENCE SOUTH 87°45'34" WEST, 61.12 FEET; THENCE NORTH 89°36'30" WEST, 31.59 FEET; THENCE NORTH 87°01'40" WEST, 56.04 FEET; THENCE SOUTH 88°50'22" WEST, 21.77 FEET; THENCE SOUTH 82°16'51" WEST, 20.03 FEET; THENCE NORTH 88°17'30" WEST, 5.00 FEET; THENCE SOUTH 01°39'57" WEST, 6.00 FEET; THENCE SOUTH 88°17'30" EAST, 2.50 FEET; THENCE SOUTH 01°42'30" WEST, 32.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°19'56" WEST, 8.17 FEET; THENCE SOUTH 01°26'36" WEST, 45.00 FEET; THENCE SOUTH 88°19'56" EAST, 21.00 FEET; THENCE NORTH 01°26'36" EAST, 45.00 FEET; THENCE NORTH 88°19'56" WEST, 12.83 FEET TO THE POINT OF BEGINNING.

PROPOSED LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A 4.00' WIDE STRIP OF LAND SITUATED WITHIN LOT ONE, OF "COLDWATER PLACE" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1003 OF MAPS, PAGE 27, LYING 2.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID LOT ONE BEARS SOUTH 88°22'22" EAST A DISTANCE OF 497.81 FEET; THENCE SOUTH 88°22'22" EAST, ALONG THE NORTH LINE OF SAID LOT ONE, 72.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'30" WEST, 75.43 FEET TO A POINT HEREON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 01°42'30" WEST, 5.43 FEET; THENCE NORTH 88°19'56" WEST, 30.26 FEET TO THE POINT OF TERMINUS.

ALSO BEGINNING FROM SAID POINT "A"; THENCE SOUTH 88°17'45" EAST, 26.18 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO TERMINATE UPON THE NORTH LINE OF SAID LOT ONE.

PROJECT META DATA

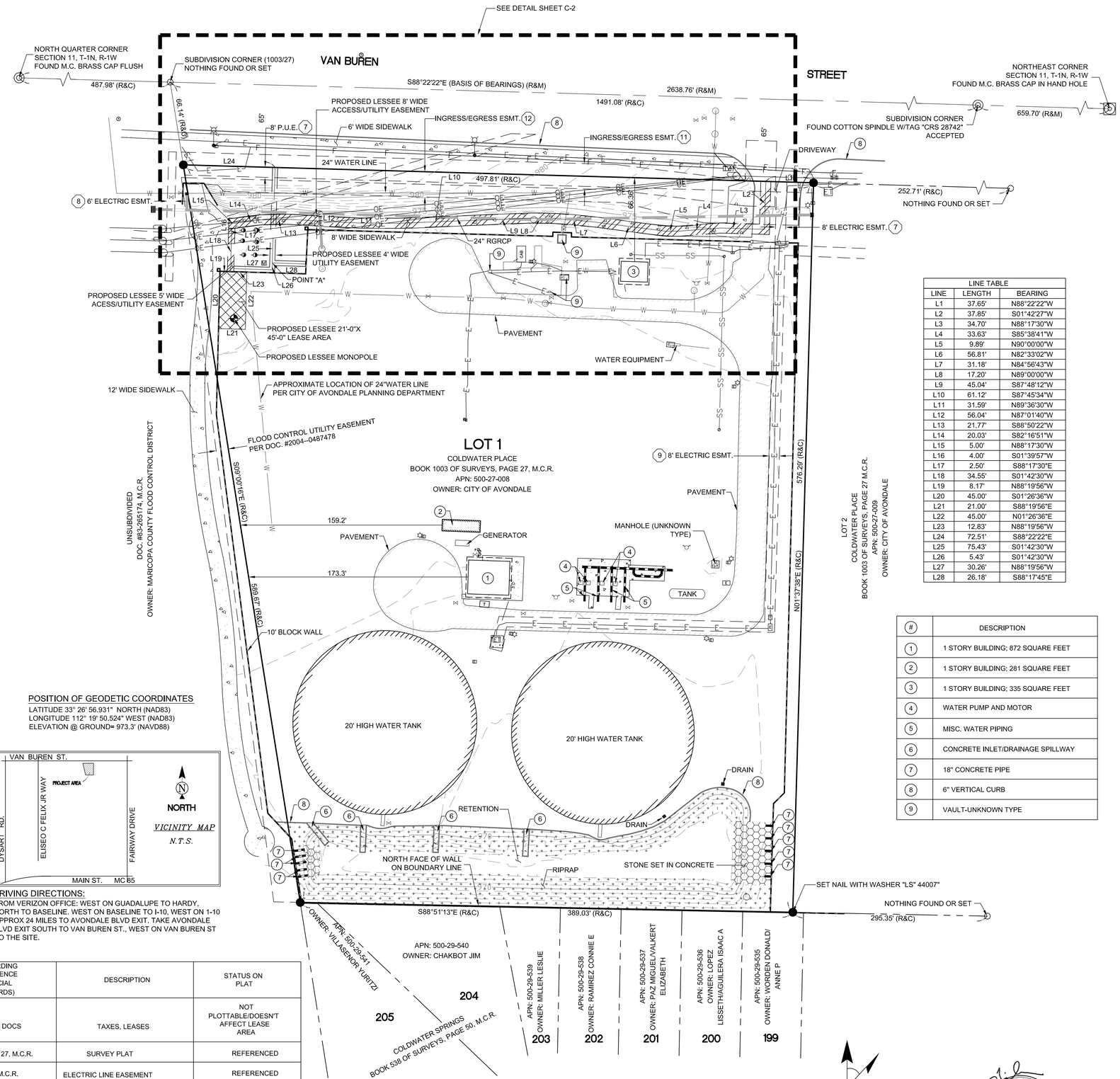
1. ELEVATIONS ARE BASED UPON CITY OF AVONDALE BENCHMARK LOCKRIDGE. ELEVATION=972.05 (NAVD88)
2. BASIS OF BEARING: SOUTH 88°22'22" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11 AS SHOWN ON THE FINAL PLAT OF COLDWATER PLACE, RECORDED IN BOOK 1003 OF SURVEYS, PAGE 27, M.C.R.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 11/30/11.

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY WESTERN REGIONAL TITLE AGENCY, ORDER NO.; 11-04-0013 EFFECTIVE DATE: 11/16/2011.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LEGEND

- WATER CONTROL VALVE
- IRRIGATION CONTROL VALVE
- SEWER CLEANOUT
- ELECTRIC METER
- ELECTRIC CABINET
- ELECTRIC JUNCTION BOX
- ELECTRIC TRANSFORMER
- FIRE HYDRANT
- BACKFLOW PREVENTER
- WATER MANHOLE
- SAN SEWER MANHOLE
- STORM MANHOLE
- STREET LIGHT W/ MAST ARM
- BREAKLINE
- FIBER VAULT
- GUY WIRE
- POWER POLE
- LIGHT POLE
- BRASS CAP IN HAND HOLE
- CALCULATED POSITION
- BRASS CAP FLUSH
- SET 1/2" REBAR W/CAP "LS 44007"
- BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- E — ELECTRIC BLUESTAKE
- SS — SANITARY SEWER BLUESTAKE
- W — WATER BLUESTAKE
- F — FIBER BLUESTAKE
- M.C.R. — MARICOPA COUNTY RECORDER



LINE TABLE		
LINE	LENGTH	BEARING
L1	37.65'	N88°22'22"W
L2	37.85'	S01°42'27"W
L3	34.70'	N88°17'30"W
L4	33.63'	S85°38'41"W
L5	9.89'	N90°00'00"W
L6	56.81'	N82°33'02"W
L7	31.18'	N84°56'43"W
L8	17.20'	N89°00'00"W
L9	45.04'	S87°48'12"W
L10	61.12'	S87°45'34"W
L11	31.59'	N89°36'30"W
L12	56.04'	N87°01'40"W
L13	21.77'	S88°50'22"W
L14	20.03'	S82°16'51"W
L15	5.00'	N88°17'30"W
L16	4.00'	S01°39'57"W
L17	2.50'	S88°17'30"E
L18	34.55'	S01°42'30"W
L19	8.17'	N88°19'56"W
L20	45.00'	S01°26'36"W
L21	21.00'	S88°19'56"E
L22	45.00'	N01°26'36"E
L23	12.83'	N88°19'56"W
L24	72.51'	S88°22'22"E
L25	75.43'	S01°42'30"W
L26	5.43'	S01°42'30"W
L27	30.26'	N88°19'56"W
L28	26.18'	S88°17'45"E

#	DESCRIPTION
1	1 STORY BUILDING; 872 SQUARE FEET
2	1 STORY BUILDING; 281 SQUARE FEET
3	1 STORY BUILDING; 335 SQUARE FEET
4	WATER PUMP AND MOTOR
5	MISC. WATER PIPING
6	CONCRETE INLET/DRAINAGE SPILLWAY
7	18" CONCRETE PIPE
8	6" VERTICAL CURB
9	VAULT-UNKNOWN TYPE

POSITION OF GEODETIC COORDINATES

LATITUDE 33° 26' 56.931" NORTH (NAD83)
LONGITUDE 112° 19' 50.524" WEST (NAD83)
ELEVATION @ GROUND= 973.3' (NAVD88)

DRIVING DIRECTIONS:

FROM VERIZON OFFICE: WEST ON GUADALUPE TO HARDY, NORTH TO BASELINE. WEST ON BASELINE TO I-10, WEST ON 1-10 APPROX 24 MILES TO AVONDALE BLVD EXIT. TAKE AVONDALE BLVD EXIT SOUTH TO VAN BUREN ST., WEST ON VAN BUREN ST TO THE SITE.

TITLE COMMITMENT REFERENCE NUMBER	RECORDING REFERENCE (OFFICIAL RECORDS)	DESCRIPTION	STATUS ON PLAT
EXCEPTION #1-6, 9-25	VARIOUS DOCS	TAXES, LEASES	NOT PLOTTABLE/DOESN'T AFFECT LEASE AREA
EXCEPTION #7	BK. 1003, PG. 27, M.C.R.	SURVEY PLAT	REFERENCED
EXCEPTION #8	1986-122706 M.C.R.	ELECTRIC LINE EASEMENT	REFERENCED
EXCEPTION #9	2002-289316 M.C.R.	POWER DISTRIBUTION ESMT.	REFERENCED
EXCEPTION #11	2004-202894 M.C.R.	INGRESS/EGREESS	REFERENCED
EXCEPTION #12	2010-590893 M.C.R.	INGRESS/EGREESS	REFERENCED

EXPIRES 03/31/15

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corp@ydcoffice.com

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FIELD BY:	NGS
DRAWN BY:	MJG
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
1	04/07/11	COMPLETED SURVEY
2	05/20/11	ADDED NEW UE
3	12/14/11	REVISED SURVEY
4	02/13/12	REVISED EASEMENTS
5	02/23/12	REVISED EASEMENTS
6	04/09/12	ADDITIONAL SURVEY
7	05/16/12	ADDITIONAL SURVEY

rlf Consulting, llc
Land Survey & Mapping Solutions
6197 South Rural Road, Suite, 101
Tempe, AZ 85283
p. 480.510.3668 | f. 480.839.0200
www.rlfconsulting.com

RLF PROJECT No.
09006220

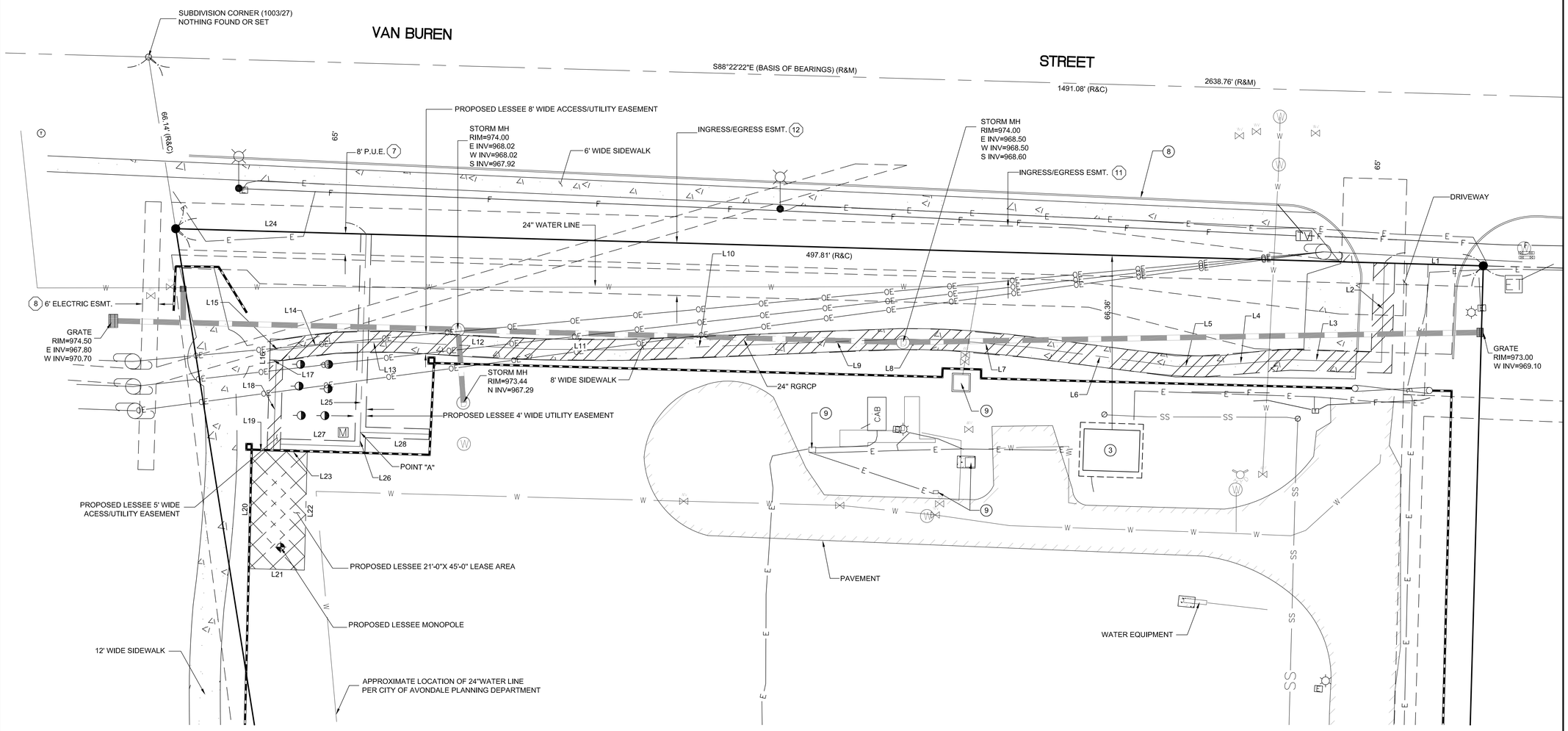
SITE NAME:
PHO COLDWATER SPRINGS

SITE NUMBER:

SITE ADDRESS:
12533 W. VAN BUREN ST.
AVONDALE, AZ 85323

SHEET TITLE:
SITE SURVEY

SHEET NO.	REVISION:
C-1	



LEGEND

- FIRE HYDRANT
- STREET LIGHT W/ MAST ARM
- BREAKLINE
- FIBER VAULT
- GUY WIRE
- POWER POLE
- LIGHT POLE
- BRASS CAP IN HAND HOLE
- CALCULATED POSITION
- BRASS CAP FLUSH
- SET 1/2" REBAR W/CAP "LS 44007"
- BOUNDARY LINE
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(#)	DESCRIPTION
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(8)	6" VERTICAL CURB
(9)	VAULT-UNKNOWN TYPE

LINE TABLE

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L16	4.00'	S01°39'57"W
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L21	21.00'	S88°19'56"E
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L23	12.83'	N88°19'56"W
L24	72.51'	S88°22'22"E
L25	75.43'	S01°42'30"W
L26	5.43'	S01°42'30"W
L27	30.26'	N88°19'56"W
L28	26.18'	S88°17'45"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L.
FIDLER
Date Signed 05/16/12
ARIZONA, U.S.A.
EXPIRES 03/31/15

N
11° 03'
MAG
NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

young design corp
architecture / project management
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DRAWN BY:	MJG
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
1	04/07/11	COMPLETED SURVEY
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6197 South Rural Road, Suite, 101
Tempe, AZ 85283
p. 480.510.3668 | f. 480.839.0200
www.rlfconsulting.com

RLF PROJECT No.
09006220

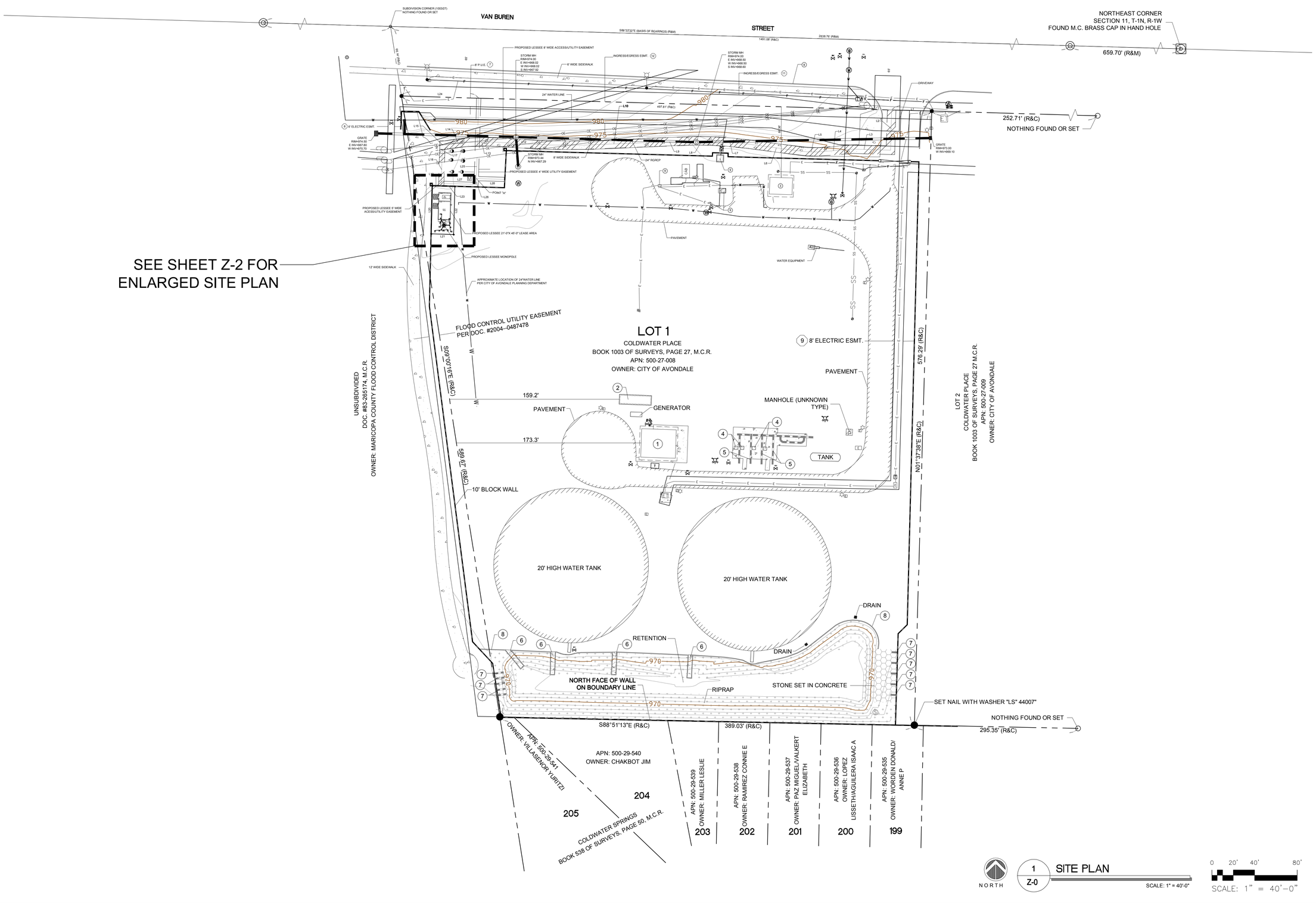
SITE NAME:
PHO COLDWATER SPRINGS

SITE NUMBER:

SITE ADDRESS:
12533 W. VAN BUREN ST.
AVONDALE, AZ 85323

SHEET TITLE:
SITE SURVEY

SHEET NO.	REVISION:
C-2	



CLIENT

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TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

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REGISTERED PROFESSIONAL ARCHITECT
19382
RONALD C. YOUNG
5/21/13
Date Signed
ARIZONA U.S.A.

EXP. 12/31/13

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NO.	DATE	DESCRIPTION
1	08/08/11	PRELIMINARY REVIEW
2	11/15/11	CITY COMMENTS
3	03/21/12	CITY COMMENTS
4	05/15/12	CITY COMMENTS

ARCHITECTS JOB NO.
YDC-2553

PROJECT INFORMATION

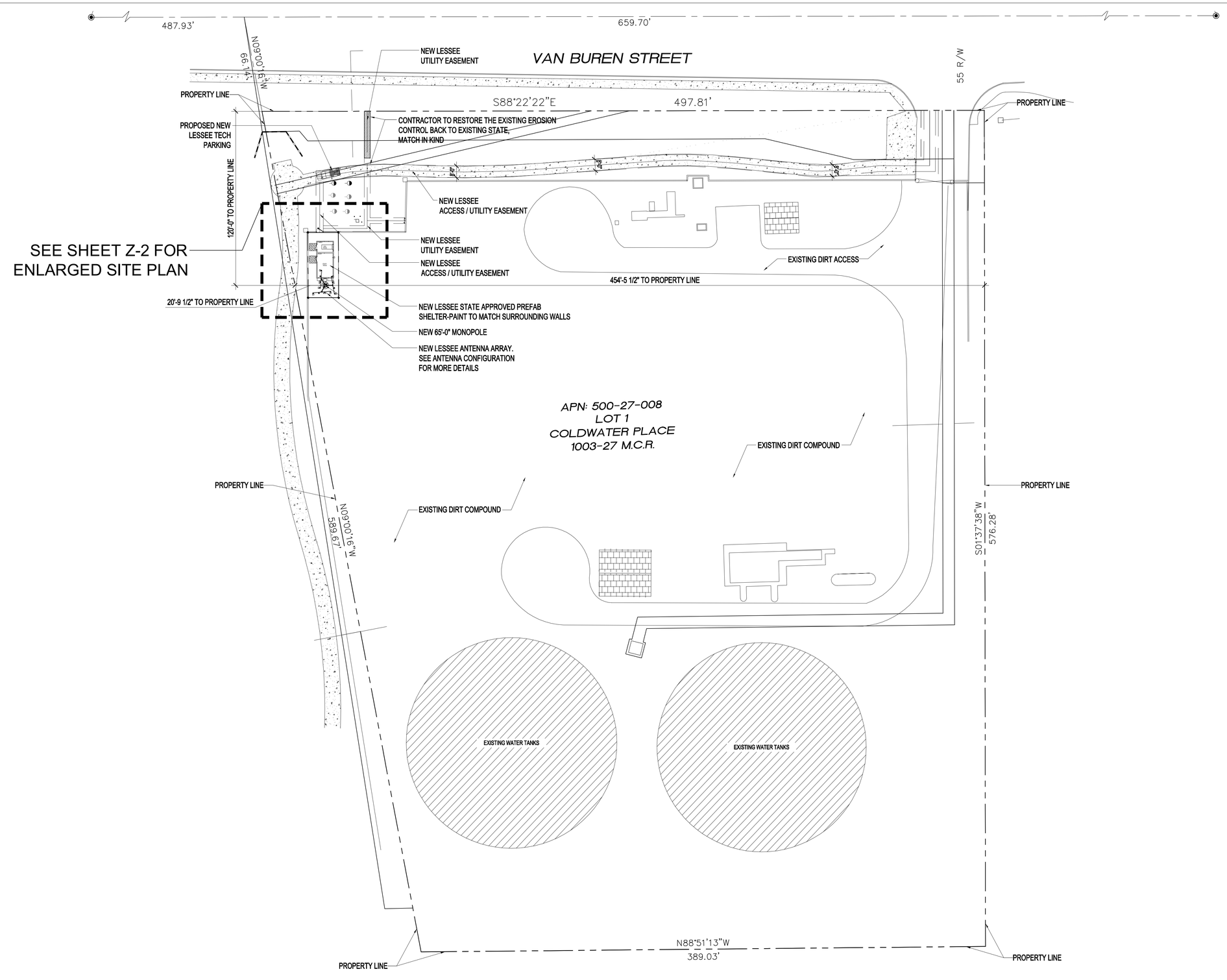
PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

SHEET TITLE

AS-BUILT SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER
Z-0



NORTH

1 / Z-1 SITE PLAN

SCALE: 1/32" = 1'-0"

0 16' 32' 64'

SCALE: 1/32" = 1'-0"

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TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

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3	03/21/12	CITY COMMENTS
4	05/15/12	CITY COMMENTS

ARCHITECTS JOB NO.

YDC-2553

PROJECT INFORMATION

PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

SHEET TITLE

OVERALL SITE PLAN

JURISDICTION APPROVAL

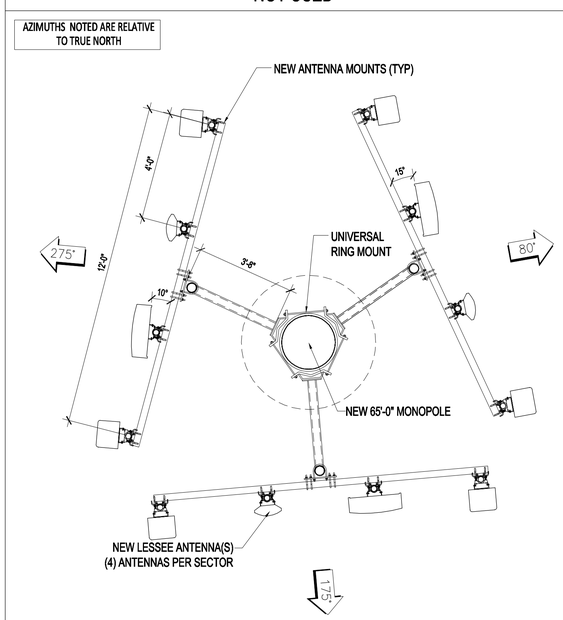
SHEET NUMBER

Z-1

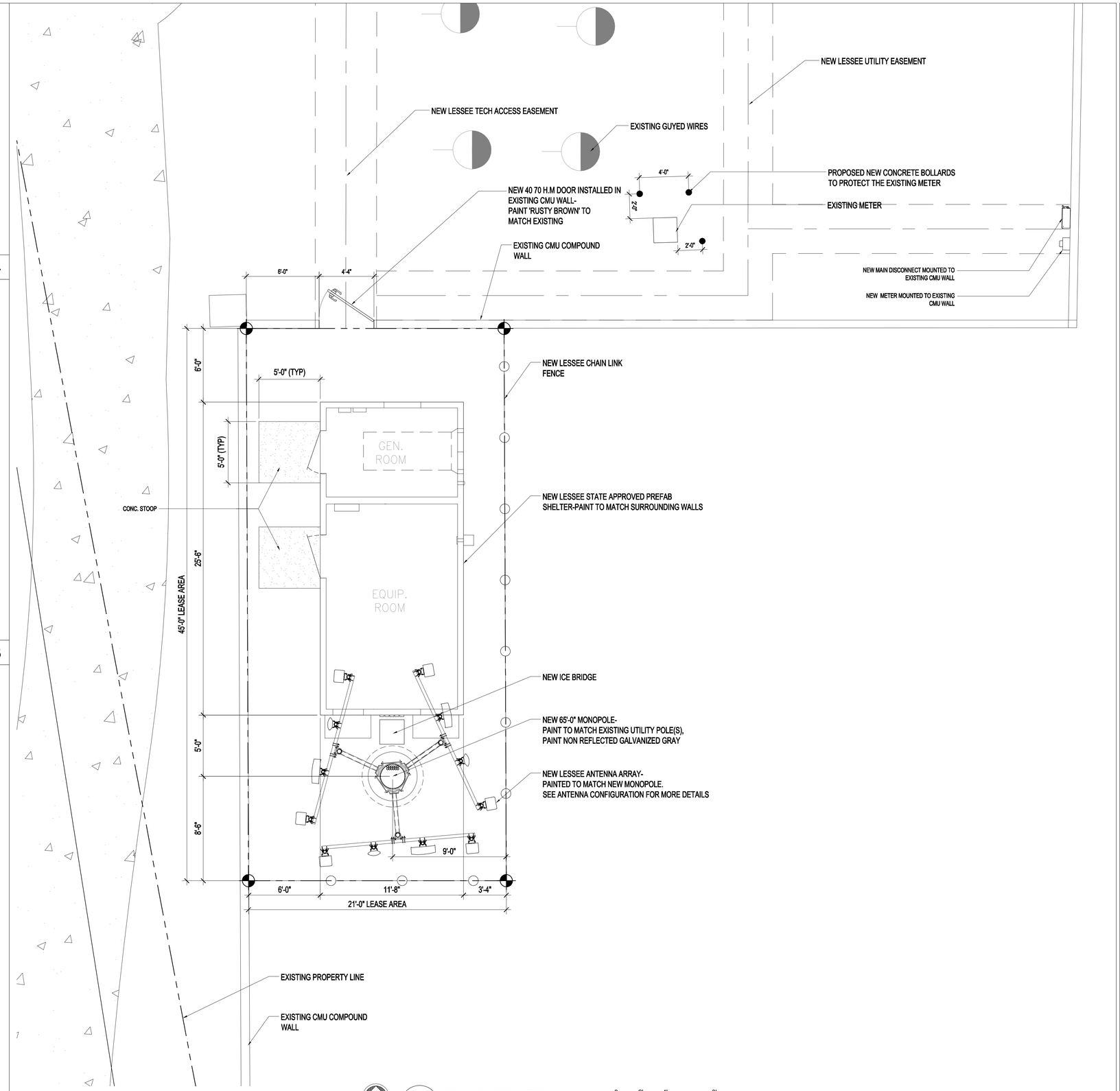
COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	NO.	SIZE	TYPE
ALPHA	80°	± 80'-0"	8	7/8"	AVA5-50
BETA	175°	± 80'-0"	8	7/8"	AVA5-50
GAMMA	275°	± 80'-0"	8	7/8"	AVA5-50

COAX CABLE INFORMATION | 4

NOT USED | 3



ANTENNA CONFIGURATION | 2



CLIENT

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INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

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EXP. 12/31/13

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2	11/15/11	CITY COMMENTS
3	03/21/12	CITY COMMENTS
4	05/15/12	CITY COMMENTS

ARCHITECTS JOB NO.
YDC-2553

PROJECT INFORMATION

PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

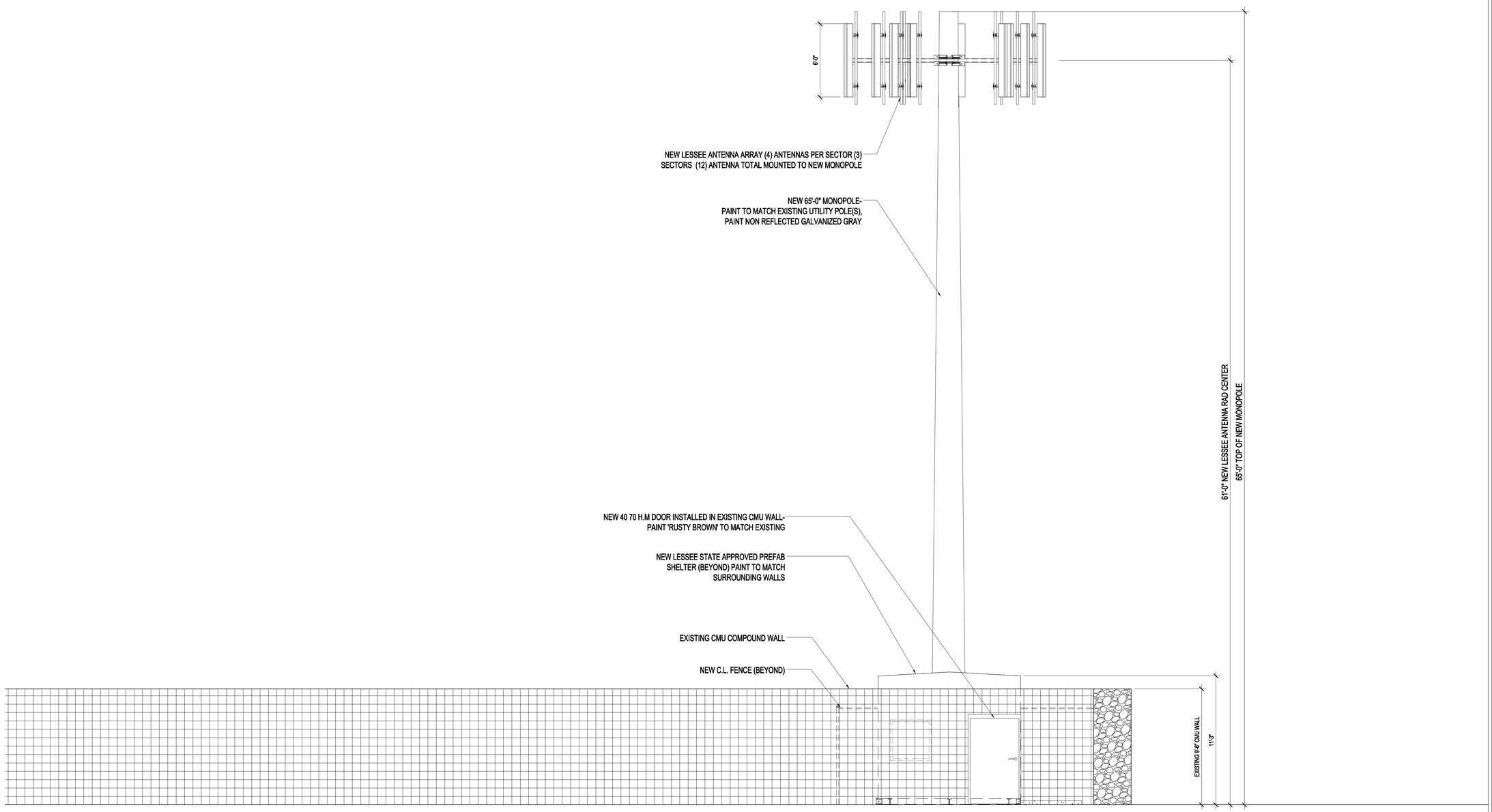
SHEET TITLE

ENLARGED SITE PLAN
SITE DETAILS

JURISDICTION APPROVAL

SHEET NUMBER

Z-2



1 / Z-3 NORTH ELEVATION

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

SCALE: 1/4" = 1'-0"

CLIENT

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126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

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REGISTERED PROFESSIONAL ARCHITECT 19382 RONALD C. YOUNG Date Signed 6/19/13 ARIZONA U.S.A.

EXP. 12/31/13

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NO.	DATE	DESCRIPTION
1	08/08/11	PRELIMINARY REVIEW
2	11/15/11	CITY COMMENTS
3	03/21/12	CITY COMMENTS
4	05/15/12	CITY COMMENTS

ARCHITECTS JOB NO.
YDC-2553

PROJECT INFORMATION

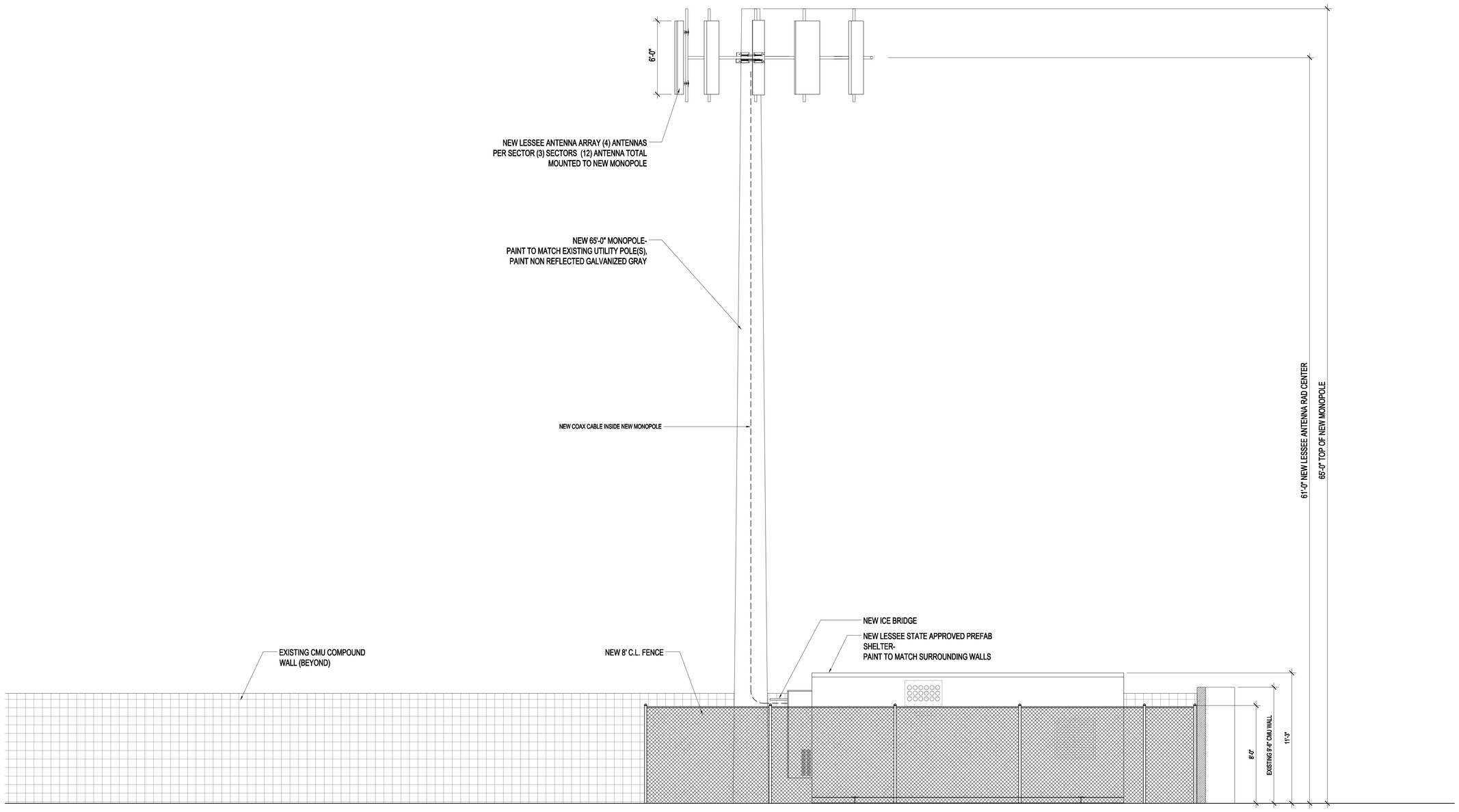
PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

SHEET TITLE

NORTH ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER
Z-3



1 / Z-4 EAST ELEVATION

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

SCALE: 1/4" = 1'-0"

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

young design corp

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608

SEAL

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REGISTERED PROFESSIONAL ARCHITECT
19382
RONALD C. YOUNG
Date Signed 6/19/12
ARIZONA U.S.A.

EXP. 12/31/13

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2	11/15/11	CITY COMMENTS
3	03/21/12	CITY COMMENTS
4	05/15/12	CITY COMMENTS

ARCHITECTS JOB NO.
YDC-2553

PROJECT INFORMATION

PHO-COLDWATER SPRINGS
12533 W. VAN BUREN ST
AVONDALE, AZ. 85323

SHEET TITLE

EAST ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER

Z-4

CAMPBELL A&Z, LLC

Conditional Use Permit
Project Narrative
Verizon Wireless "PHO Coldwater Springs"
12533 W. Van Buren Street

To: Development Services Department
City of Avondale
11465 W. Civic Center Drive, #110
Avondale AZ 85323

From: Michael J. Campbell

Date: July 23, 2012

Re: Narrative Conditional Use Permit
Wireless Communications Facility
Verizon PHO Coldwater Springs
12533 W. Van Buren St.

Verizon Wireless proposes to develop a 65' tall monopole and associated screened equipment shelter at the City of Avondale Water Facility, 12533 W. Van Buren Street.

PARCEL INFORMATION:

APN#500-27-008
Section 11 Township 1 North, Range 1 West
Zoning District: R1-6
Surrounding Zoning: North: AG; South: R1-6, East: PAD, West: AG
Adjacent land uses: N: undeveloped; S: developed; W: undeveloped; E: undeveloped

PROJECT:

The proposed Verizon wireless communications facility will consist of the following:

- Installation of a new 65' tall monopole with 12 antennas, 4 antennas per sector, 3 sectors mounted at the 61' level
- Installation of a new 12'x26' equipment shelter, behind a new 6' tall chain link fence. The proposed Verizon facility will be behind the Water Facility 10' tall perimeter wall, thereby screening the Verizon equipment.
- Construction of a new 8' tall chain link fence around the Verizon lease area, housing the equipment shelter and monopole. Installation of a new 4' wide steel door along the north perimeter wall for direct Verizon access to their equipment shelter. No access will be needed through the City Water Facility yard once the Verizon site is constructed.
- All associated cables will be internal to the monopole and then underground to the equipment shelter.
- Installation of new electrical and telco service from the local service providers. The electric and telco service will run underground from the source to the equipment compound.
- The access route will be from the driveway entry on Van Buren St., then west on the existing concrete path to the new Verizon access door. No additional curb cut will be needed from Van Buren Street.

The proposed site is designed to provide improved network coverage for Verizon in the surrounding Avondale communities and for commuters along Van Buren Street.

CONDITIONAL USE PERMIT FINDINGS

1. Consistency with the General Plan and any applicable Specific Plan
   The General Plan addresses this parcel as 'Public/Civic Use'. By definition in the Plan, the public or quasi public facilities shall provide for the health, safety and welfare of the community. The addition of the wireless facility to this location does help provide for the safety and welfare of the community by offering communication services, voice and data, that are vital to the community.

2. Compliance with the Zoning Ordinance and other city codes and regulations

- *The proposed Verizon monopole at the City Water Yard is covered under the Wireless Ordinance Section 708. We are requesting the Conditional Use Permit approval for the following reasons as the proposed Verizon facility does not meet the basic Ordinance requirements. The following items are:*
- *Section 708.A.5: the Ordinance calls for the equipment shelter to be fully screened by landscaping or a masonry wall. Since the proposed Verizon facility is located inside the Water Yard, which is surrounded by the 10' tall masonry wall, the site has been designed with an 8' chain link fence for security purposes and not the screening wall.*
- *Section 708.B.1.a: the Ordinance calls out for a maximum height of 35', by which our proposed site requested is 65' top of structure.*
- *Section 708.B.1.c: the Ordinance calls out for setbacks to property lines of 1:1. The proposed Verizon facility was placed in the uppermost corner of the Water Yard, at the direction of City Staff, to avoid any existing underlying water facilities, and to avoid interruption of the normal operations of the water facility. The Verizon monopole is approx 29.75' east of the west property line, therefore inside the required 1:1 setbacks. All other setbacks for the proposed facility are in excess of the required distance.*
- *Section 708.B.1.d: the Ordinance calls out for free standing site to be designed under Alternative Structures such as a monopalm, monopine or saguaro cactus. The industrial type land use negates any type of Alternative Structure and Staff agreed that a monopole design would be better suited for this location.*

3. General compatibility of the proposed use with adjacent property.
   The proposed wireless communications facility in the Avondale City water yard is compatible with the current land use. The water yard is deemed as an industrial type property and the addition of the Verizon monopole fits into this scenario. The placement in the northwest corner of the water yard is critical with the backdrop of the high power electric transmission poles that helps 'blend' the monopole into the horizon. The adjacent lands are largely undeveloped with the Aqua Fria river bed to the west, undeveloped light industrial to the north and undeveloped high density residential strip to the east. The residential developed area south is well screened from view of the monopole by the existing 20' tall water storage tanks. The nearest residential unit is approx 450' south of the proposed monopole.

4. Site and Building Design: *The Verizon facility design is per the attached site plans that have thoroughly reviewed by City Staff.*

5. Address ingress and egress to the property and proximity to driveways and street intersections in the vicinity f the subject property: *The Verizon facility access is from Van Buren Street at the existing driveway to the City water storage facility. From that entry driveway, the Verizon service technician will utilize the existing sidewalk and proceed west to the northwest corner of the water facility, where a new ma gate will be installed for walk in access. There is no need for any new access points from Van Buren Street.*

6. Internal vehicular circulation including emergency and delivery vehicles: *The Verizon facility is designed for external access and outside parking; therefore there is no need for an internal vehicular plan. Emergency vehicles will access as they need; and there are no deliveries after the facility is constructed that cannot enter through the planned 'man gate'. In the event a larger delivery process is needed, Verizon will coordinate such with the City Staff to make arrangements for an internal delivery process.*

7. Pedestrian and alternative vehicle considerations for the proposed use.
   The proposed Verizon facility does not generate any pedestrian traffic; will not impact pedestrian traffic along Van Buren Street or the walkway to the Aqua Fria river bed trail.

8. Volume and character of traffic
   The proposed Verizon facility will have minimal traffic once the facility is constructed. Typically the traffic is a once a month visit by the service technician at off peak hours.

9. Off street parking and loading: *The parking for the Verizon technician servicing the facility will be on the sidewalk that is outside the Avondale water storage facility.*

10. Impact on public services, including utilities, schools and recreation.
    The proposed Verizon facility will have no negative impact on public services, including utilities, schools or recreation. The Verizon facility will contract with the local utility providers for electric and telco service for the proposed facility.

11. Screening and buffering of uses.
    The proposed Verizon facility will be screened by the existing Water Yard perimeter wall.

12. Proposed outdoor activities or storage: *The Verizon facility will have limited outside activity as the equipment shelter houses the serviceable electronics that operate the wireless facility.*

13. Hours of operation: *The Verizon wireless facility operates 24/7, however, the facility is an unmanned facility with limited personnel onsite.*

14. Exterior lighting with reference to adjacent properties: *The Verizon facility will have one motion sensored light mounted to the exterior of the equipment shelter to assist the technician during nighttime access.*

15. Noise, smoke, odor, dust, vibration, or illumination created by the proposed use: *The Verizon facility will not cause any noise, smoke, odor, dust, and vibration or illumination pollution.*

16. Additional information as needed.

In reference to the City of Avondale Zoning Ordinance, specific to Personal Wireless Service Facilities, Section 708, Paragraph B.1

B.1.b.i. A comprehensive list of all existing vertical elements of within one half mile radius of the proposed site which are (a) of sufficient height to be used for PWSF co-location and (b) eligible for co-location under City requirements.

I have included an aerial photo of the ½ mile radius area and noted the identified verticality. They are as follows:

Immediately adjacent to the water yard:

1. *Combo three poles due north of the site-not viable due to congested design of poles and guy wires*

2. *Transmission poles, dark brown color, east to west along Van Buren Street-APS poles, 57' out of ground, limited ground space for Verizon equipment shelter and the rad center would be lower than the Verizon required level.*

East and south of water yard:

There are no existing verticality/poles in the ½ mile radius in the 'southeast quadrant'. The east edge of this quadrant is the Coldwater Springs apartment complex. The south edge of this quadrant is all residential and a small piece of the golf course.

East and north of water yard:

There are no existing verticality/poles in the ½ mile radius in the northeast quadrant. The east edge of this quadrant is the farming operations on the east side of El Mirage Rd. The north edge of this quadrant is the industrial park that extends north along the west side of El Mirage Rd.

West and north of water yard:

3. *Existing City of Avondale 65' monopole at 1477 Eliseo C. Felix Jr. Way, water pump station. This monopole would not be viable as it is located outside of the Verizon RF Engineer search ring and does not offer the required rad center or ground space for the Verizon equipment shelter.*
4. *Existing transmission towers that are north of Van Buren Street and located in the Aqua Fria river bed are not viable as they are located in the river bed.*

There are no further existing verticality/poles in the ½ mile radius in the northwest quadrant. The west edge of the quadrant is the Subway Restaurant at 1453 N. Dysart Rd. The north edge of the quadrant is approx 9th St.

West and south of water yard

5. *Existing 50' flagpole at 1426 Eliseo C. Felix Jr Way is not viable for collocation due to height and size limits. In addition there is limited ground space for the Verizon equipment shelter.*
6. *Combo three poles located next to the west bank of the Aqua Fria river bed, on south side of Van Buren St., not viable due to congested design of the poles and the ground wires; in addition there is limited ground space in the right of way for the Verizon equipment shelter.*
7. *Existing transmission towers and poles located in the aqua Fria river bed are not viable as they are located in the river bed.*

B.1.b.ii A written narrative explain why co-location on existing vertical elements identified according to subsection 708(B)(1)(b)(1) above was not pursued, or is not a viable alternative to the proposed site.

The identified verticality/poles in the ½ mile radius as noted above and shown on the attached aerial photo are largely not viable for collocation for the following reasons: congested pole design or immediate area, limited ground space, lower than required rad centers, or located outside of the Verizon RF Engineers search area.

B.1.b.iii Map exhibits displaying (a) the existing gap signal coverage the new PWSF will remediate and, (b) the projected signal coverage of the new PWSF.

1. *The Verizon RF Engineer has provided site coverage maps per the Ordinance request. The maps show the current coverage for outside building and in building coverage as the network is currently. The second coverage map provided show the projected outside building and in building coverage of the new proposed PWSF. The new PWSF provides for enhanced voice and data coverage/service inside buildings for 85% of the targeted coverage area. RF has added RED polygons denoting the target coverage areas as "T1,*

T2 & T3" on the same coverage maps as initially provided, however, this revision allows for transparency to show the actual housing and retail developments targeted. The Verizon RF Engineer provides an explanation and supporting coverage maps as attached.

The RF search area, (desired location for placement of the antenna site that will best meet the coverage objectives), is relatively small in size. This is becoming more typical due to the market demands from the general public where there may be deficient outside and in building coverage.

Verizon Facility Future Needs & Co-location:
The planned Verizon antenna array with 4 antennas per sector, three sectors for a total of twelve antennas is designed for maximum capacity. The Verizon equipment shelter, a 12'x26' pre-fab unit is the full sized Verizon shelter. The shelter will be loaded with electronics to service the facility, yet have internal space available for later equipment upgrades to manage call and data volume. At this time Verizon does not plan to use a microwave(s) at this location as there is fiber available at the street side. The fiber is the backbone needed to accommodate the high speed data transmissions to the Network Operations Center.

The Verizon equipment compound/lease area at 21'x45' includes the 65' monopole and Verizon equipment shelter. There is not room inside the Verizon compound for the co-locators ground based equipment. A co-locator would need to obtain a ground lease from the City of Avondale adjacent to the Verizon lease area. Additionally, a co-locator would need to obtain a separate access agreement and entryway to the site with the City. The Verizon access from the water facility driveway off of Van Buren Street is non-exclusive; however, the new steel door entry into the Verizon compound is exclusive to Verizon's use.

The Verizon 65' monopole is a co-locatable monopole for one additional carrier. With Verizon at the 61' rad center, a co-locator would be located at approximately 51' rad center. A common separation between co-locators is 10' from rad center to rad center. The Verizon monopole is structurally engineered for one additional carrier.

On behalf of Verizon, I respectfully request submit this Conditional Use Permit Narrative for review, comment and consideration for approval of the proposed co-locatable Wireless Communications Facility.

Please contact me at 602-616-8396, or via email at campbellaz1@earthlink.net if you have any questions and/or need additional information.

Sincerely,

Michael J. Campbell
Campbell A&Z, LLC

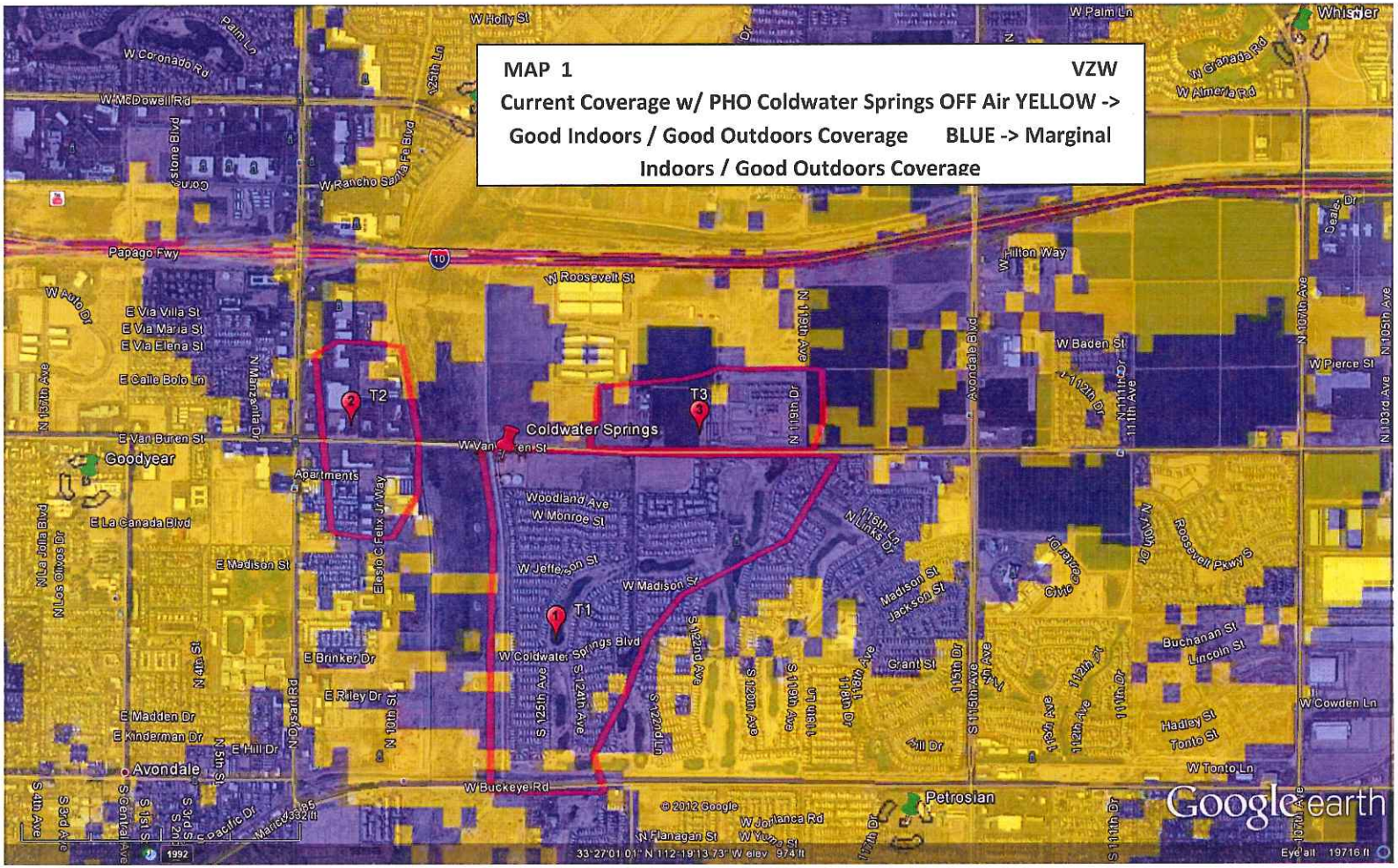


Exhibit E Map 1

Exhibit E Map 2

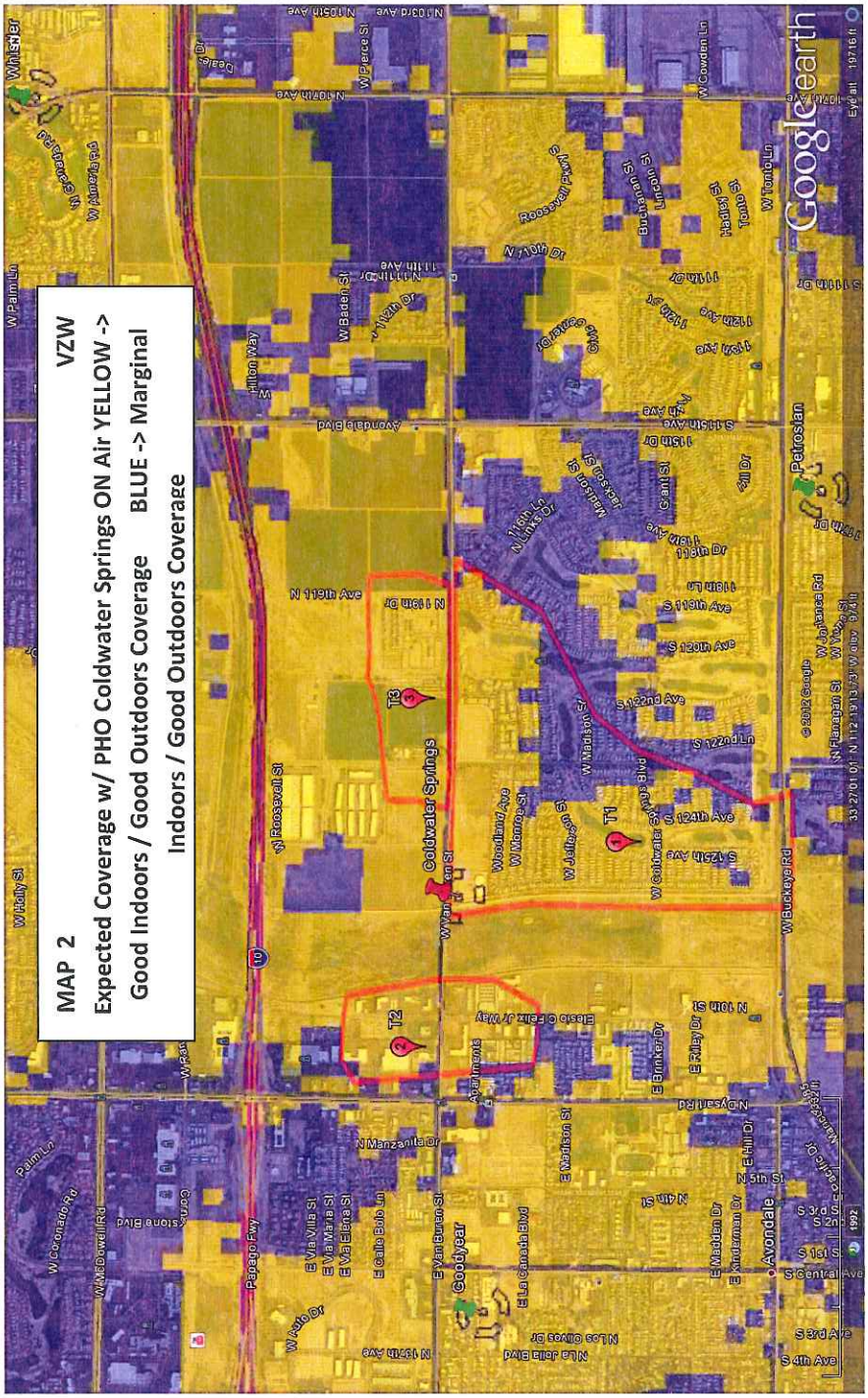


Exhibit E Map Narrative

VZW PHO Coldwater Springs

Target Areas (see areas enclosed by red polygons T1, T2 & T3 on page 2 & 3):

T1. West portion of residential area at Coldwater Springs including Golf Club.
T2. Newport Apartments, Mobile Home Park, Businesses at Rio Estrella Commerce Park, Rio Estrella & Agua Fria Storage, Motor Vehicle Division (MVD), ICC Collision Center, Retail at Estrella Vista, AZ State Department of Transportation, Maricopa County Sheriff's Office, shopping areas at Coldwater Plaza (Sam's Clup and others).
T3. Residential areas at Desert Spring Village, new Legacy Tradictional School as well as River Crossing Storage & RV.

Service Definitions
Good Coverage: this refers to a reliable strong signal that should statistically guarantee the quality of service that we want to provide to our customers. See below for adequate metrics:
% Voice IA's <= 0.6 % (Inneffective Attempts)
EVDO 3G Data Avg DL TPut = 600 to 1400 Kbps (Average downlink data rates)
EVDO 3G Data Avg UL Tput = 500 to 800 Kbps (Average uplink data rates)
LTE Data 4G Avg DL TPut = 5 to 12 Mbps (Average downlink data rates)
LTE Data 4G Avg UL TPut = 2 to 5 Mbps (Average uplink data rates)

Marginal Coverage: lower signal strength that would not statistically provide the quality of service we want for our customers. The quality of service for data could sometimes reach low values that are close to the ones provided by the previous generation of wireless comunications. See below:
% Voice IA's = 0.6 to 1.5 % (Inneffective Attempts)
EVDO 3G Data Avg DL TPut = 200 to 600 Kbps
EVDO 3G Data Avg UL Tput = 150 to 500 Kbps
LTE Data 4G Avg DL TPut = 1.5 to 5 Mbps
LTE Data 4G Avg UL TPut = 0.8 to 2 Mbps

Color Definitions on Maps
YELLOW: Good Coverage Indoors (In-building) as well as Good Coverage Outdoors.
BLUE: Marginal Coverage Indoors (In-building) but Good Coverage Outdoors.
Notice the above color definitions are the same for both before and after maps.

Explanation of Maps.
I have overlayed (with certain level of transparency) the same coverage maps on top of an aerial view for a better understanding of the coverage targets as well as quality of service. See Maps 1 & 2 on pages 2 & 3 of this document.

Map1. Current Coverage. This is a simulation of RF propagation depicting the estimated level of current coverage of our network without the proposed wireless facility at PHO Coldwater Springs. Notice the target areas (inside RED polygons) are mostly BLUE. This should not represent a problem for an outdoor (on-street or in-car) user that would be getting the good quality of service we like to offer. However, due to the building penetration losses that the signal would have to experience before reaching an indoors user, we cannot guarantee good level of coverage/service. For the in-building user, we call this marginal coverage because it does not meet our top requirements. Although it should be possible for an indoor user to make voice and data calls, the quality of service would be quite inferior and not to VZW's standards for full customer satisfaction.

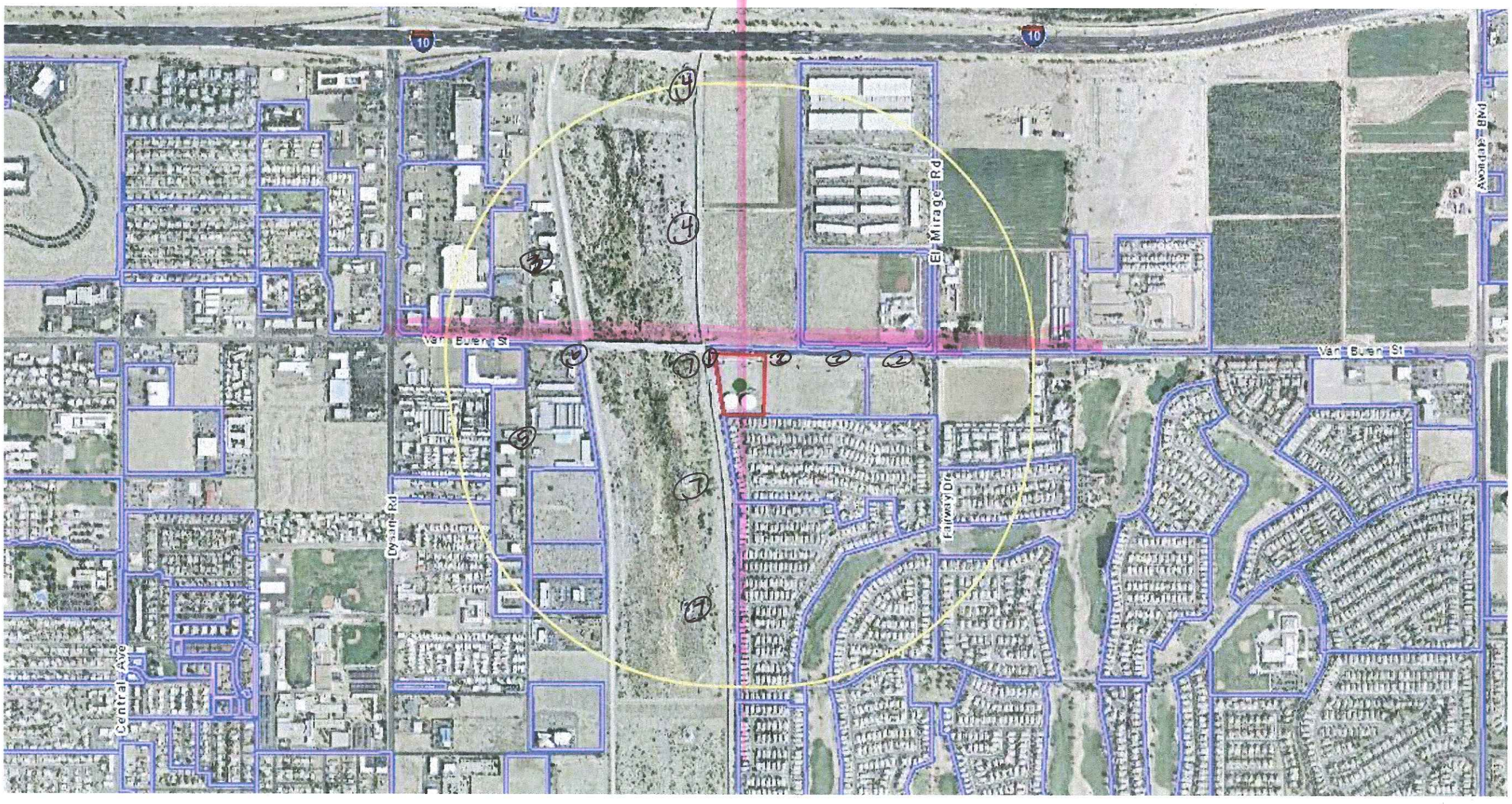
Map2. Future Coverage. This is a simulation of RF propagation depicting the level of coverage we expect to have once the proposed wireless facility at PHO Coldwater Springs gets integrated to our network and placed into service. Notice a good portion of the the target areas (70 to 85 %) has turned YELLOW which represents good level of coverage/service even for the indoor user pre the above color definitions..

Note: estimated indoors coverage could vary depending on the construction materials of each building. For this excersize we are assuming an average building penetration loss of about 12 dBs.

Exhibit E Map 3

VERIZON PHO COLDWATER SPRINGS
½ MILE RADIUS SURVEY

CITY OF AVONDALE
JUN 0 2012
DEVELOPMENT SERVICES



NWC Van Buren St & El Mirage Rd facing west 1.

NWC Van Buren St & El Mirage Rd facing west 2.

NWC Van Buren St & El Mirage Rd facing west 3.

NWC Van Buren St & El Mirage Rd facing SW 1.

SWC Van Buren St & 127th Ave facing SW1.

Van Buren St & Agua Fria river facing SE 1.

Van Buren St & Agua Fria river facing SE 2.

Van Buren St & Agua Fria river facing south.

EXHIBIT G

Eric Morgan

From: Eric Morgan
Sent: Thursday, September 06, 2012 8:04 AM
To: 'richard childress'
Subject: RE: coldwater springs monopole

Mr. Childress,

Responses are below in *red italics*. Hopefully I have addressed each of your questions.

With regards,

Eric Morgan
Planner II
Planning Division
Development Services & Engineering Department
City of Avondale, Arizona
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323
(623) 333-4017

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From: richard childress [mailto:glimmertwins@cox.net]
Sent: Wednesday, September 05, 2012 3:55 PM
To: Eric Morgan
Subject: RE: coldwater springs monopole

Eric Morgan,

Thank you very much for your quick, detailed answers to my questions on this matter. I was out of town for Labor Day weekend and just getting back into the routine.

So, what you are stating is Verizon is building a tower for residential service. *Verizon service is for residential and non-residential customers in the vicinity. The primary beneficiary of the new Personal Wireless Service Facility (PWSF) will be Verizon customers inside of buildings in the vicinity because the new PWSF will allow for greater penetration of the walls of the building for data and voice service to wireless devices. That is what the coverage maps submitted by Verizon's RF Engineer are demonstrating.*

Mr. Campbell approached the city as an agent of Verizon. Whether or not the services Verizon wants to accomplish is not city business. There is no connection for the city and Verizon about future services north of van Buren and the

freeway or in the new downtown district. Period. *Correct. The City is not "partnering" with Verizon in a general sense to provide service to a wide area. This application is for one PWSF at one specific location. Mr. Campbell, on behalf of Verizon Wireless, has submitted an application for a new PWSF in accordance with the requirements of the Avondale Zoning Ordinance.*

The city will be offered an opportunity for some lease revenue at the site of the monopole. The city sees a chance to turn facilities property into some revenue. *Essentially correct. Verizon will pay the City in order to locate the PWSF on City property. Other benefits will be that high technology infrastructure is enhanced, the City will have the opportunity to co-locate their own equipment on the monopole should they desire it, and the aesthetic impacts to the area will lessened by locating inside of the City's facility compared with building a new standalone PWSF outside.*

The situation with the APS power lines cannot be made any worse with the addition of another pole. *What's the alternative? Erecting a 65' high artificial palm tree that draws attention to itself because of its height and the lack of palm trees in the vicinity. Erecting a new enclosure screen wall around the ground equipment (which is 11' high) that will further draw attention to the PWSF because a 65' high "palm tree" will be growing out of what essentially will appear as a "21' x 45' masonry box." That is the alternative to locating the PWSF somewhere else in the vicinity. The proposed location inside of the City's water facility screens the ground equipment with existing walls, and the 65' high monopole design is more appropriate compared with to a 65' high artificial palm tree when viewed amid a half dozen power line electric utility poles.*

End of matter. Is this pretty much how planning views this?

Thank you again, Richard

From: Eric Morgan [mailto:emorgan@avondale.org]
Sent: Thursday, August 30, 2012 7:34 AM
To: glimmertwins@cox.net
Subject: Re: coldwater springs monopole

Mr. Childress,

Thank you for your interest in case PL-12-0137, a request by Michael J. Campbell on behalf of Verizon, for a Conditional Use Permit to allow a new Personal Wireless Service Facility (PWSF), which includes a 65-foot high monopole, at the southeast corner of Van Buren Street and the Agua Fria River in the City's water booster station. Responses to your specific questions are provided below in *red italics*. If you have further questions, please contact me.

With regards,

Eric **Morgan**
Planner II
Planning Division

Development Services & Engineering Department
City of Avondale, Arizona
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323
(623) 333-4017

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From: richard childress [mailto:glimmertwins@cox.net]
Sent: Wednesday, August 29, 2012 10:14 AM
To: Eric Morgan
Cc: Charlie McClendon
Subject: coldwater springs monopole

Mr. Morgan,

Morning.

Although the following matter has not come before the city council, I am submitting some questions to you for clarification of the Coldwater Springs monopole. I am using the materials submitted to the Planning Commission as the source, just trying to better understand the process.

Public Input

Applicant states 62 property owners invited to public meeting on July 25 to discuss. Invitation was a public notice in newspaper. Letters mailed to property owners within 500 feet. Unless you picked up free newspaper from yard and read Legal Notices in back of paper you would not have known of meeting. Correct? How many letters were mailed to property owners? *There were 62 letters mailed, one to each property owner within 500 feet of the City water booster station. In addition to the letter, and the 1/8 page newspaper ad in the West Valley View, there was also a 4-foot by 8-foot double sided sign posted on the property fronting onto Van Buren Street advertising the Neighborhood Meeting date, time, and location.*

These three notification methods are in conformance with the notification requirements of the Zoning Ordinance for a Conditional Use Permit, and exceed State law regarding minimum notice of public hearings. The same three methods of public notice were used to advertise the Planning Commission public hearing, and will be used to advertise the City Council public hearing.

Analysis

A.I. The area is zoned R 1-6 a portion is designated Public Facilities and the city intends to use a portion of this for private profit for a small customer base. How does that work? It works through a lease agreement entered into by Verizon and the City. Said lease agreement would set terms of payment, length of lease, renewal procedures, site access, maintenance responsibilities, and other things. The lease will go to City Council for their vote. Private companies lease property from public entities all over the United States at all levels of government, if that is your question. It is not unusual.

II. This monopole is going to be as tall as a six-story building with 12 arrays measuring 6 ft. each surrounding the top area. Painting this huge monopole gray is not going to hide the fact this is blight on the environment. APS raised the utility lines to allow for the construction of a bridge on a major east-west highway for the benefit of all in the city. It's not attractive but adding a larger monopole and array assembly is not going to improve the environment in that area. *The PWSF will not be "...a blight on the environment." There are 21 existing PWSFs in Avondale, none of which are a blight. They are located on properties that function as churches, commercial businesses, schools, and City public facilities. Some are incorporated into existing structures, some are disguised as palm trees, and some are un-disguised towers and poles. As you have observed, the area proposed for the PWSF already has many electric utility poles.*

III. We can all agree with the stated goal of improved wireless connectivity for residents and commerce. However, sacrificing the environment for this goal is not the answer. We have to find a balance. Moving it away from the side of the highway and utilizing available tools like palm tree foliage to make it far less visible to residents. *The proposed location will be less visible to residents because the ground equipment will be screened by the existing 9-foot 6-inch high wall of the City water booster station, and the 65-foot high PWSF monopole will be standing in the context of multiple electric utility poles of similar height, shape, color, and material. Erecting a 65-foot high PWSF disguised as a palm tree when there are no palm trees in the area would makes it more visible to residents.*

b. ii. The aesthetic effects of the 65ft monopole are substantially mitigated by the other vertical elements in the immediate vicinity. So the logic of the planning department is we have two 55ft poles on site another 65ft pole with 12 6ft arrays on top will just enhance the scenery? *There are six electric power line poles between 57 feet and 100-plus feet height in the immediate vicinity (within 450 feet of the proposed monopole location). It is not staff's analysis that scenery will be enhanced by the addition of the PWSF monopole, it is staff's analysis that the PWSF's 65-foot high monopole will blend better into the existing concentration of utility poles if it appears as a monopole with an antennae array compared to a palm tree or pine tree. PWSFs approved in the City that were disguised as a palm tree also had adjacent live palm trees planted next to them for context. It would not desirable to plant live palm trees within the City water booster facility.*

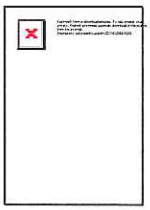
Bottom line here.

Prior to wireless technology there was no choice. Telephone lines were nailed to wooden poles carrying the wires for electricity to our homes. The wooden poles were located next to the highways. Now the power lines are underground and the wireless monopoles can be positioned in areas with much more flexibility. Depending on terrain and building obstacles these signals can be transmitted for miles. Let's use these advantages to make a less obtrusive technology. *An alternative design of a palm tree or pine tree is a mitigation strategy for the visual intrusiveness of a PWSF. But in this specific case, disguising the PWSF's monopole as a 65-foot high palm or pine tree when there are no palm trees in the vicinity, and the tallest pine tree ¼ mile away is maybe 20 feet high, does not lessen the visual intrusiveness of the PWSF. Having the PWSF look like similar structures in the immediate vicinity is the best mitigation strategy of its visual impact.*

Does the city have on staff a RF engineer to substantiate the applicant's claims? If not should we? Applicant claims it will improve service. How does a city quantify this improvement? How do we know we have poor service? Where in the process can the city offer an alternative to the one submitted by the applicant? *The City does not have a Radio Frequency engineering on staff. The applicant has stated that the PWSF will improve signal strength inside of 70 – 85% of the area buildings (residences and businesses) in the vicinity. Staff is operating under the assumption is that Verizon is not choosing to build $100,000+ facilities that they do not need and which serve no other purpose. The PWSF is for the benefit of Verizon customers in that area. If you have information to the contrary, staff would be interested in viewing it.*

Thanks in advance for any input you can give me on this matter.

Richard



Carmen Electa reminds you to **VOTE**! http://www.avondale.org/election

EXHIBIT H

AGENDA
PLANNING COMMISSION
REGULAR MEETING

City Council Chambers
11465 W. Civic Center Dr.
Avondale, AZ 85323

Thursday, August 16, 2012
6:30 P.M.

DRAFT

I. CALL TO ORDER

Chair Cotera called the Regular Meeting to order at approximately 6:29 p.m.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT

Angela Cotera, Chair
Sean Seibienski, Vice Chair
Lisa Amos, Commissioner
Grace Carrillo, Commissioner
Michael Long, Commissioner
Michael Demlong, Commissioner

COMMISSIONER ABSENT
Kevin Kugler, Commissioner - excused

CITY STAFF PRESENT
Chris Schmaltz, Legal Counsel
Eric Morgan, Planner II
Linda Herring, Development Services Representative

III. PUBLIC HEARING ITEMS

1. PL-12-0137

This is a public hearing before the Planning Commission to review and solicit public input on application PL-12-0137, a request by Michael J.

Campbell of Campbell A&Z, LLC, for approval of a Conditional Use Permit for a Personal Wireless Service Facility (PWSF) that includes a 65' high monopole. The subject site is located in the northwest corner of the City water storage and pump station facility, at the southeast corner of Van Buren Street and the Agua Fria River. Staff Contact: Eric Morgan

Eric Morgan, Planner II, described the subject property as a 5.88-acre parcel, zoned R1-6 Single Family Residence. The parcel is occupied by a City-owned water facility constructed in 2001 and 2004, and is surrounded by a 9'-6" high wall built in 2009. The lease area measures 21 feet by 45 feet. A distribution center is planned on the vacant land to the north, and to the east of the distribution center is Planned Area Development with C-2 uses. To the south is the Coldwater Springs neighborhood, and to the west is the Agua Fria River.

Mr. Morgan explained that every PWSF must meet the requirements of the Zoning Ordinance. According to Section 708, applicants must demonstrate a coverage gap, try to co-locate on existing structures in the area, provide one paved parking space, try to use an alternative design when appropriate and screen all ground equipment.

Mr. Morgan displayed a map of the surrounding area demonstrating how the new tower would improve coverage in this area with a stronger signal. A second map identified the location of existing structures. Mr. Morgan explained that these potential co-locations were inadequate because they either lacked height, space on the ground for equipment, or clearance space for the antenna. A City-owned PWSF exists nearby, but no room is available there to co-locate another facility.

Mr. Morgan said the paved parking space requirement would be satisfied by an existing public ADA-compliant (Americans with Disabilities Act), cement multi-use trail. The Zoning Administrator felt that an alternative design to disguise the tower would be inappropriate here, since there are numerous electric power line poles already in the area. The existing 9'-6" high wall around the facility would screen most of the ground equipment. Only the very top of the equipment shed would peek over the wall, but it would be painted to match the other sheds there.

Mr. Morgan said a Conditional Use Permit (CUP) is required for PWSFs over 35 feet. This facility meets the five required findings for a CUP. The facility conforms to the General Plan, since PWSFs are allowed in every land use category. The proposed site minimizes land use conflicts, while meeting the General Plan goal of developing high-tech infrastructure. The use is compatible with adjacent nearby uses. Contextually there are many utility poles in the area. Of the 21 PWSF facilities that exist in Avondale, none has generated any complaints. This facility will not be detrimental to persons living in the area.

Mr. Morgan stated that no variances are requested for this facility, as everything will fit without modification. The facility has appropriate access to public streets. The traffic generated by this use is minimal, since

it will consist of only one maintenance truck, once a month, visiting between 10 p.m. and 6 a.m. No special conditions are recommended for approval with this application. Standard conditions apply, being that the completed facility must comply with the proposed design, and that the CUP expires after two years if the applicant takes no action to build the PWSF.

Mr. Morgan explained that the required neighborhood meeting was held on July 25 at 6:00 p.m., but no one attended. Staff has not received any correspondence on the application. During the site planning process, one nearby resident called to express her concern about the tower. Once staff explained the facility context to her, however, she was agreeable. The September City Council meeting is the next step in the process.

Commissioner Amos inquired about the public multi-use path located north of the proposed site that would be used as the parking space. Mr. Morgan explained that it is an eight-foot wide concrete path. The lease agreement contains language to protect the integrity of the trail slope, concrete and hardscape.

Commissioner Demlong inquired whether other PWSFs have been allowed to use public paths as parking spots. Mr. Morgan responded that he was unaware of any. He felt that the late hour of use would not be too onerous of an intrusion. The alternative would be to build a parking spot outside the facility. Because of Department of Homeland Security regulations, if the parking spot were located inside the walls of the water facility, the City would be required to provide supervision each time a technician performed maintenance on the PWSF. Commission Demlong expressed concern that approval would set a precedent for future tower applications, but otherwise felt the site was a good one since it does not degrade aesthetic values.

Chair Cotera inquired about the view from the outside. Mr. Morgan explained that the only visible differences will be a door in the wall, the top two feet of the equipment shed, and the 65-foot tall tower itself. Chair Cotera said the Commission should have been provided with a visual mockup of the tower as it would appear from the residential neighborhood. Commissioner Scibienski referred to exhibit C-2, which Mr. Morgan used to approximate what the new tower would look like in relation to existing poles along the riverbed. Chair Cotera felt that the impact of the tower would be small, compared to the large power line towers that already exist in the area.

Commissioner Amos queried about procedures regarding major repairs at the site. Mr. Morgan said the City would have Water Resources personnel present during the entire construction period, and that same procedure would be used for major repairs.

Chris Schmaltz, Legal Counsel, noted that PWSFs are guarded by federal law. As such, in future cases, should the Commission wish to base a consideration for denial on aesthetics, substantial written evidence to support their conclusion would be required. Just having an opinion on the aesthetics of a facility is not enough to overcome federal law. Commissioner Scibienski asked whether Avondale's

Zoning Ordinance, which includes aesthetic considerations, holds up to the federal law. Mr. Schmaltz felt that aesthetic regulations are appropriate from the City's perspective. If the applicant chose not to abide by the City's insistence on camouflaging, a court would likely consider the federal law, and could determine that there was not enough substantial evidence to deny the application.

Chair Cotera said a camouflage requirement in this industrial area would actually make the tower stand out more than a plain tower would. She invited the Applicant, Michael J Campbell, Campbell A&Z, LLC, 6880 W. Antelope Drive, Peoria, AZ 85383, phone: 602-616-8396, to speak.

Mr. Campbell stated that the main power lines along Van Buren Street are 57 feet tall. The proposed PWSF tower would be slightly taller, but set further back. The power lines in the Agua Fria River are over 120 feet. He displayed a Google Street View photograph of the current street, and explained how the tower would appear from that view.

Chair Cotera opened the public hearing. As no citizens wished to speak, she closed the public hearing and called for a motion.

Commissioner Long moved to accept the findings and recommend approval of Application PL-12-0137, a request to construct a Personal Wireless Service Facility that includes a 65-foot high monopole, and equipment yard, subject to the two staff-recommended conditions of approval. Commissioner Carrillo seconded.

ROLL CALL VOTE

Angela Cotera, Chair	Aye
Sean Scibienski, Vice Chair	Aye
Grace Carrillo, Commissioner	Aye
Michael Long, Commissioner	Aye
Lisa Amos, Commissioner	Aye
Michael Demlong, Commissioner	Aye
Kevin Kugler, Commissioner	Excused

DRAFT

CITY COUNCIL REPORT

SUBJECT:
Update on Resident Appreciation/GAIN Night 2012

MEETING DATE:
September 17, 2012

TO: Mayor and Council

FROM: Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611 and Police Chief Kevin Kotsur (623) 333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is to update to the City Council regarding the plans for the upcoming annual Resident Appreicaiton/GAIN Night, scheduled for Friday, Oct. 12, 2012.

BACKGROUND:

The idea for Avondale's annual Resident Appreciation Night was conceived several years ago as a prelude to the annual budget planning process. The city sought various ways to incorporate resident input prior to the Council goal setting retreat in the Fall, and Resident Appreciation Night was intended as both a celebration for residents and an opportunity for the city to solicit input and feedback on residents' priorities. It was also intended as a means to raise awareness of the myriad of programs and services offered by the city's departments and the value of public service to our taxpayers.

Resident Appreciation Night (RAN) eventually was combined with G.A.I.N Night (Getting Arizona Involved in Neighborhoods), an annual statewide initiative that the Avondale Police Department was involved in, to raise awareness of blockwatch and crime prevention within HOAs and neighborhoods. Combining the two events has proved beneficial and cost-effective. Attendance at RAN/GAIN Night has grown steadily over the years, with 300 people at the very first event held at City Hall to as many as 3,000 attendees when it was held on Western Avenue and at American Sports Centers the last couple of years.

DISCUSSION:

Plans are underway for this year's RAN/GAIN event scheduled for Friday, Oct. 12, 2012. This year's event is planned as the kick off to Avondale Parks, Recreation & Libraries Out & About Series, scheduled for the second Friday of every month. RAN/GAIN will take place on Western Avenue between Fourth and Sixth Streets, in front of the Sam Garcia Western Avenue Library. As with previous RAN/GAIN events, Western Avenue will be blocked off to accomodate a street-fair atmosphere, with entertainment, food, activities and displays from city departments. Staff will be collectng surveys from residents during the event, as well as online and at various other facilities around Avondale.

BUDGETARY IMPACT:

RAN will be funded from the special events funds approved by the council, and from monies set aside each year by PD to host GAIN activities as part of its crime-prevention initiatives.

RECOMMENDATION:

For Council's information only. No action is required.

ATTACHMENTS:

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No Attachments Available