

CITY COUNCIL AGENDA

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

WORK SESSION
December 3, 2012
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 AGUA FRIA UNION HIGH SCHOOL DISTRICT PRESENTATION

Dr. Dennis Runyan, Superintendent will discuss the Agua Fria Union High School District, its strengths, successes and future plans and how the City of Avondale can support the schools. For information and discussion only.

3 PROPOSED AMENDMENT TO THE CIP CITIZENS' COMMITTEE GUIDELINES

City Council will receive information regarding proposed amendments to the Capital Improvement Plan Citizens' Committee Guidelines. For information, discussion and direction.

4 ADJOURNMENT

Respectfully submitted,

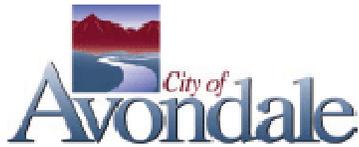
Carmen Martinez
City Clerk

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.

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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:
Agua Fria Union High School District Presentation

MEETING DATE:
December 3, 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 future plans of the Agua Fria Union High School District.

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 for higher education and to enter the workforce, it also impacts the 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 discuss how to strengthen partnerships with the schools.

DISCUSSION:

Agua Fria Union High School District was established in 1955. In addition to Avondale, the district serves Litchfield Park, Goodyear, Buckeye and Glendale. Its four high schools include Agua Fria (Avondale), Desert Edge (Goodyear), Millennium (Goodyear) and Verrado (Buckeye). The District Vision is "All Students College and Career Ready". The Agua Fria District has a total enrollment of more than 6,600 students and 680 employees, including substitute teachers. It operates within 989 square miles and has a total maintenance and operations budget of more than \$39 million. It has a graduation rate of 85 percent.

In addition to educating National Merit Scholars, Agua Fria staff have received numerous accolades in recent years. These include Arizona Principal of the Year from the Arizona School Administrators Association and the Award of Excellence for its District Diversity Program from the Arizona School Public Relations Association. The District employs five National Board Certified teachers.

As the original school in the district, Agua Fria High serves a student population of 1,560 and has undergone continuous expansion and modernization since it opened in 1955. Located in the heart of Historic Avondale, it maintains its rich heritage and tradition. Agua Fria High is a comprehensive high school with full academic, fine arts and athletic programs. AFHS has 25 Career and Technical Education programs ranging from Career Exploration to Computer Programming, Law and Public Safety, Construction and Healthcare, and an Air Force Junior ROTC program.

BUDGETARY IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

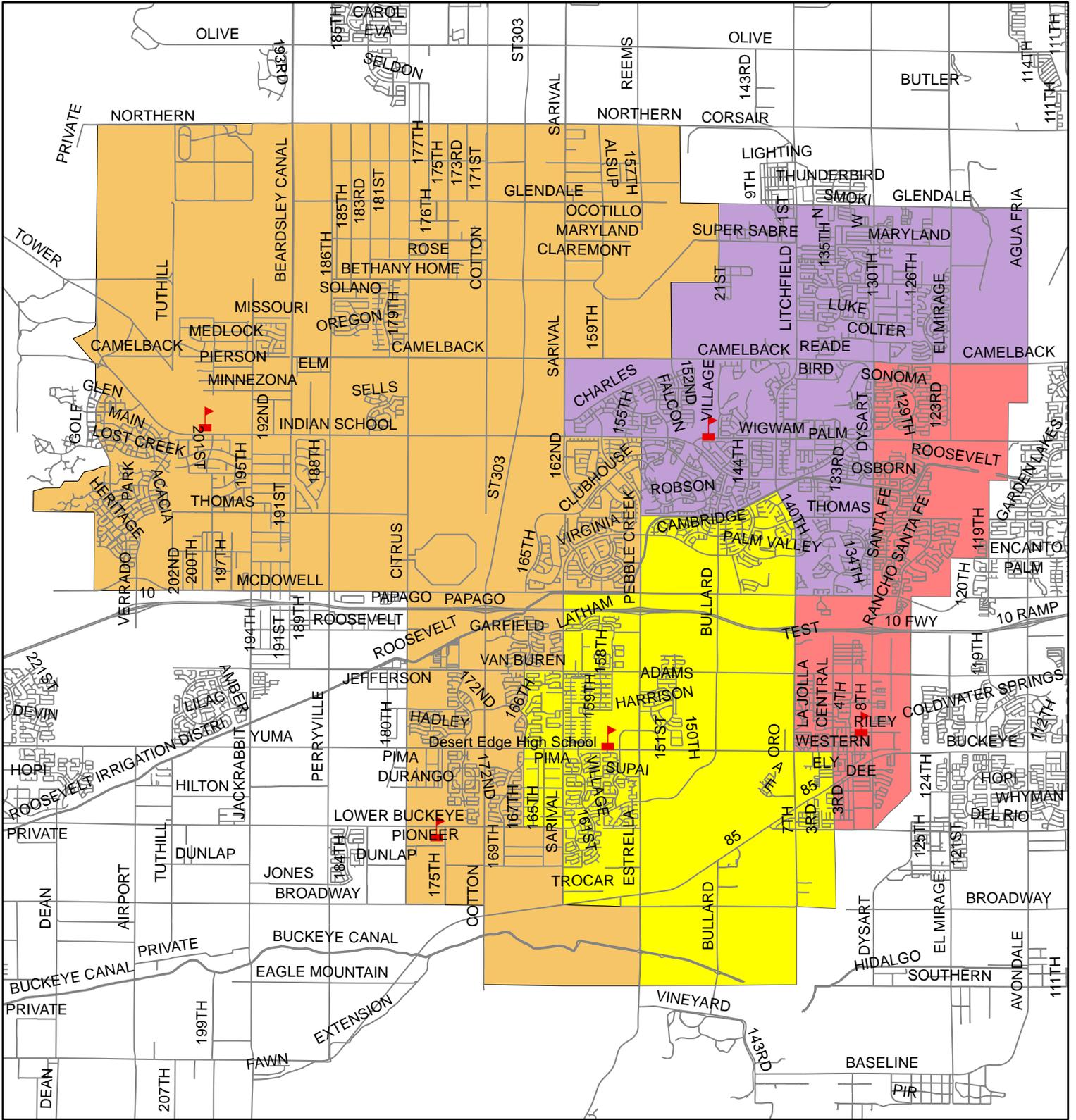
For information and discussion only.

ATTACHMENTS:

Click to download

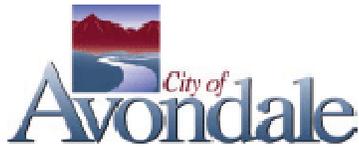
[Aqua Fria Union High School District Boundaries](#)

Agua Fria Union High School District Attendance Boundaries



Legend

- Millennium HS
- Agua Fria HS
- Desert Edge HS
- Verrado HS



CITY COUNCIL REPORT

SUBJECT:

Proposed Amendment to the CIP Citizens'
Committee Guidelines

MEETING DATE:

December 3, 2012

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

PURPOSE:

City Council will receive information regarding proposed amendments to the Capital Improvement Plan Citizens' Committee Guidelines.

BACKGROUND:

The Capital Improvement Plan Citizens' Committee (CIP Committee) was first established in 1997 as a temporary ad hoc committee to review and make recommendations to Council regarding the five-year capital improvement plan. The committee's guidelines called for 13 members.

At the suggestion of then Mayor Morales, committee membership was sought to include representation from all four quadrants of the city (Cashion, Old Town Avondale, Rancho Santa Fe and Glen Arm Farms/Garden Lakes). Each council member made recommendations for appointment and records show that at some point membership reached up to 17 members.

DISCUSSION:

Although this was intended to be a temporary ad hoc committee, the CIP Committee continues to be an important part of the Capital Improvement Plan and the City's budgeting process. The perception of inequity that prompted Mayor Morales to suggest that membership needed to include representation from all quadrants of the city is no longer there. The CIP seeks to support City Council goals and encourage economic development citywide as well maintaining the city's infrastructure in good condition.

Over the last few years, Council has approved staff's recommendations for revisions to the bylaws of various Boards, Commissions and Committees to standardize their format and make reference to the Rules of Procedure as necessary. The CIP Committee has never had formal bylaws and has followed the Guidelines that were prepared by staff after it was established. With this in mind, staff has prepared a set of bylaws for the CIP Committee that follows the standard format and incorporates the Guidelines the CIP Committee has followed since its inception.

As mentioned above, the Guidelines call for a membership of 13 members. Experience has shown that in order to be manageable, committee membership should be set at nine members and the proposed bylaws will set the membership at that number. On a practical level, all members will be appointed at large regardless of where they live.

Attached to this council report are the current Guidelines and the proposed bylaws. At this time, the proposed bylaws are being presented to Council for discussion and direction. Based on Council's feedback, the bylaws will be presented to the Council for approval at the regular meeting of December 17th.

RECOMMENDATION:

No action required at this time. This item is being presented for information, discussion and direction.

ATTACHMENTS:

Click to download

[CIP Guidelines \(2000\)](#)

[Proposed CIP Bylaws](#)

**AVONDALE CAPITAL IMPROVEMENT PLAN
COMMITTEE
CITY OF AVONDALE

GUIDELINES**

I. ORGANIZATION

A. Membership

- 1) The Avondale Capital Improvement Plan Committee shall be composed of up to 13 members.
- 2) Members shall be residents of Avondale, and shall be appointed by the Avondale City Council. Appointments shall be for a period of three years.
- 3) In the event of the replacement of a committee member, the vacancy may be filled for the unexcused term.
- 4) Three (3) successive unexcused of unexplained absences from any regular or special meeting shall be grounds for termination at the will and authority of the appointing authority without the necessity of a hearing or notice. The Chairperson shall notify the appointing authority in writing of such a situation and action shall be taken at a City Council meeting. Such action shall be final.

B. Powers and Duties

It shall be the duty of the Capital Improvement Plan (CIP) Committee to advise the City Council and City Staff on matters and issues pertaining to the current City Manager recommended 5 year CIP for the City of Avondale. This includes but is not limited to, the following policies and guidelines.

1. Capital projects should:
 - (a) Support City Council goals and be consistent with the City of Avondale's Strategic Plan, Priority Areas, and General Plan.
 - (b) Prevent the deterioration of the City's existing investment in parks, streets, buildings, and utilities.

CAPITAL IMPROVEMENT COMMITTEE

- (c) Encourage economic development in Avondale.
 - (d) Respond to, and anticipate, growth in the City.
 - (e) Increase the efficiency and productivity of City operations.
2. Projects should provide all geographic areas of the City with similar quality and types of service.
 3. Where possible, projects that are constructed in response to growth in the community should be financed through growth in the tax base or through development fees.
 4. Capital projects should be responsive to the needs of resident and businesses, within the constraints of reasonable taxes and fees.
 5. Where appropriate, Avondale projects will be planned to take maximum advantage of improvements provided by other units of government.
 6. The capital plan will address the impact of capital projects on the operating budget.
 7. The capital improvement plan will address all legal financial limitations, and maintain the City's favorable investment ratings.

C. Officers and Staff

- 1) The Committee shall initially elect a Chairperson and Vice Chairperson from among the appointed members at the first meeting. The chairperson shall select a committee member to take minutes of the meetings.
 - (a) The term of the Chairperson and Vice Chairperson shall be for the duration of the Committee.
 - (b) The Vice Chairperson shall act as Chairperson in the Chairperson's absence.
 - (c) Any vacancy for Chairperson or Vice Chairperson as may occur for any reason shall be filled from the Committee membership by majority vote of the Committee at the next meeting where a quorum is present, for the remainder of the term.

- (d) The Chairperson or Vice Chairperson may be removed from office at any time by a majority vote of the full Committee members.
- 2) The Chairperson shall preside at all meetings and hearings of the Committee, decide all points of order and procedure, and perform any duties as required by law, ordinance, or these guidelines.
 - (a) The Chairperson shall have the right to vote on all matters before the Committee and shall, also, have the right to make or second motions in the absence of a motion, or a second made by a member.
- 3) The City of Avondale's City Manager and Finance and Budget Director, or their designated representatives, shall serve as an advisory capacity and furnish professional and technical advice to the Committee.
- 4) The Avondale City Attorney, or his designated representative, shall have the responsibility of furnishing such legal advice on all points of order, procedure or other matters as may be requested from time to time.

II. **Meetings**

- 1) The Finance and Budget staff will present a proposed meeting timeline at the first meeting of the Committee for Committee adoption. Being an add-hoc temporary committee ongoing regular meeting dates are not planned. Meetings shall be held at the Council Chambers, 521 East Western Avenue, Avondale, Arizona, unless advertised differently.
- 2) Regular meetings of the Committee shall be open to the public and the minutes of its proceedings shall be filed with the Finance and Budget Department and the City Clerk's Office as public record. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and address and the names of any person on whose behalf he or she is appearing.
- 3) Additional meetings, any purpose, may be held on the call of the Chairperson or request of two or more members; or by giving notice to all of the members by telephone or personal delivers; or by verbal comment during a regular meeting. All notice shall be given at least twenty-four (24) hours before the meeting.
- 4) The Committee may hold an executive session closed to the public during a regular or special meeting to consider matters permissible in executive sessions pursuant to the laws of the State of Arizona and the Avondale City Code.

5) Written notice of all meetings to Committee members shall be delivered by mail or in person at least twenty-four (24) hours before the date of the meeting; except that where required by an actual emergency, members may be notified by telephone by the Secretary.

(a) Notice of time and place of any public hearing to be held by the Committee shall be given as required by State law and City Ordinances.

III. Order of Business

A. Meeting Procedures

The Chairperson shall conduct all meetings pursuant to the meeting procedure adopted by the Committee under Robert's Rules of Order unless Robert's Rules of Order are suspended by a majority vote of the Committee.

IV. AMENDMENTS

These guidelines may be amended by the City Council.

AVONDALE CAPITAL IMPROVEMENT PLAN COMMITTEE BY-LAWS

I. Name.

The name of this organization shall be the Avondale Capital Improvement Plan Committee (the "Committee").

II. Powers and Duties of the Committee.

The Committee shall:

Advise the City Council and City Staff on matters and issues pertaining to the current City Manager recommended 5 year CIP for the City of Avondale. This includes but is not limited to the following policies and guidelines.

A. Capital projects should:

1. Support City Council goals and be consistent with the City of Avondale's Strategic Plan, Priority Areas, and General Plan
2. Prevent the deterioration of the City's existing investment in parks, streets, buildings and utilities
3. Encourage economic development in Avondale.
4. Respond to, and anticipate, growth in the City.
5. Increase the efficiency and productivity of City operations.

B. Projects should provide all geographic areas of the City with similar quality and types of service.

C. Where possible, projects that are constructed in response to growth in the community should be financed through growth in the tax base or through development fees.

D. Capital projects should be responsive to the needs of resident and businesses, within the constraints of reasonable taxes and fees.

E. Where appropriate, Avondale projects will be planned to take maximum advantage of improvements provided by other units of government.

F. The capital plan will address the impact of capital projects on the operating budget.

- G. The capital improvement plan will address all legal financial limitations, and maintain the City's favorable investment ratings.

III. Membership and Composition.

A. Number of Members. There shall be nine (9) members and one (1) alternate, all of which shall be Avondale residents.

B. Term. The term of office for an appointed committee member shall be three years, unless the member resigns sooner or is removed. For initial appointments, staggered terms of two and three years shall be designated.

C. Term Limits. No member of the committee may serve more than two consecutive terms. However, a member appointed to fill a vacancy may serve two consecutive terms after conclusion of the unexpired term to which he or she was appointed.

D. Vacancy. Any vacancy on the committee shall be filled for the unexpired term by the alternate if one has been appointed. If an alternate has not been appointed by the City Council per the established procedures, the position shall remain vacant until a new member is appointed by the City Council to fill the vacancy.

E. Removal. Any committee member may be removed upon a vote of not less than five Council Members for any reasonable cause as determined by the City Council. Except that in the case of removal of a committee member due to excessive absences, it shall be assumed that said member has chosen to forfeit his/her seat in the committee. The committee may vote to remove said member upon a seven-day notification to the member of the committee's intent to vote on his/her removal.

IV. Committee Officers.

A. Chair and Vice-Chair. The committee shall select a Chairperson and Vice-Chairperson from the appointed members. The Chairperson and Vice-Chairperson shall assume responsibilities immediately upon being selected and shall hold their positions for the remainder of their term in the committee. Any member serving as Chairperson or Vice-Chairperson shall be eligible for additional terms as Chairperson and Vice-Chairperson.

B. Duties of the Chair and Vice-Chair. The Chairperson shall (i) preside at all meetings and hearings of the committee, (ii) decide all points of order and procedure, (iii) appoint committees if necessary and coordinate the work of the committees, (iv) serve as a representative of the committee to other governmental units on such matters as have been approved and designated by the committee and (v) perform any duties as required by law, ordinance or these bylaws. The Chairperson shall have the right to vote on all matters before the committee and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as and aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve.

C. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time by an affirmative vote of a majority of members at a regular meeting.

D. Staff Liaison: The City of Avondale's Finance and Budget Director, or his/her designated representative, shall serve the committee as the Department Representative and shall furnish professional and technical advice to the committee.

E. Legal Counsel: The Avondale City Attorney, or his/her designated representative, shall have the responsibility of furnishing such legal advice on all points of order, procedure, or other matters as may be requested from time to time.

V. Meetings.

A. Frequency. The committee shall meet based on a schedule determined by the Finance and Budget Director. Notice of committee meetings shall be posted in a manner consistent with Open Meeting Law. The committee may vote to hold additional meetings and study sessions. All meetings of the committee will be governed by these bylaws.

B. Attendance. A committee member who has three or more absences during a twelve month period shall forfeit his or her seat on the committee. A committee member proposed to be removed shall be entitled to at least seven days notice in writing from the Chairperson of the committee.

B. Special Meetings. The Chairman of the committee may call a special meeting of the committee at any time with 24 hours prior notice to committee members and the public.

C. Quorum. A meeting of the committee where a majority of its members are present shall constitute a quorum. A majority vote of those committee members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date.

D. Agenda. The agenda shall be prepared by the Staff Liaison, reviewed by the Chairperson and posted no less than 24 hours before the meeting in accordance with the Open Meeting Law.

D. Minutes. Votes on motions shall be recorded in the minutes as approved or disapproved by voice vote or by roll call. Committee members may request that a roll call vote be taken.

E. Procedural Rules. The committee will operate under the City of Avondale Council Rules of Procedure, as applicable.

VI. Standing and Special Committees.

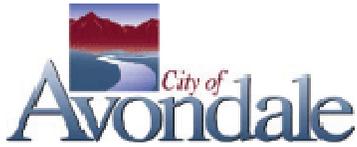
A. Standing Committees. The committee shall create standing committees at the beginning of each calendar year as deem necessary to carry on the work of the committee. The

term shall be for the remainder of the calendar year or until terminated by a vote of the committee at a regular meeting.

B. Special Committees. The committee may create special committees for a specific purpose. Such committees shall automatically dissolve with its work is done and after its final report has been accepted by the committee.

VII. Amendments.

These Bylaws may be amended by the affirmative vote of a two-thirds majority of the committee. The committee will forward the amended bylaws to the City Council for their approval.



CITY COUNCIL AGENDA

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

REGULAR MEETING
December 3, 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 - Cheryl Covert, Employment and Business Development Specialist
- b. New Employee Introduction - Jeff Fairman, Employment and Business Development Specialist

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

- 1. Work Session of November 12, 2012
- 2. Work Session of November 19, 2012
- 3. Regular Meeting of November 19, 2012

b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES AND TO THE POSITIONS OF CHAIR AND VICE CHAIR OF THE BOARD OF ADJUSTMENT AND THE PLANNING COMMISSION

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and the appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment. The Council will take appropriate action.

c. PROFESSIONAL SERVICES AGREEMENT - CH2M HILL, INC.

City Council will consider a request to approve a Professional Services Agreement with CH2M HILL, Inc., to provide services pertaining to Operational Support and Process Assessment at the Water Reclamation Facility in an amount not to exceed \$141,724, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. COOPERATIVE PURCHASING AGREEMENT - GENUINE PARTS COMPANY

City Council will consider a request to approve a Cooperative Purchasing Agreement with Genuine Parts Company to purchase aftermarket automotive parts and services for a maximum aggregate amount not to exceed \$100,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. COOPERATIVE PURCHASING AGREEMENT - W. W. GRAINGER, INC.

City Council will consider a request to approve a Cooperative Purchasing Agreement with W.W. Grainger, Inc. to purchase industrial, maintenance, repair and operating products for a maximum aggregate amount not to exceed \$225,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 3085-1212 - COMPLIANCE REVIEW POLICY

City Council will consider a resolution adopting the Compliance Review Policy prepared to comply with Senate Bill 1598 adopted by the Arizona Legislature in 2011 which sets timeframes for municipal development review processes. The Council will take appropriate action.

g. ORDINANCE 1503-1212 - AMENDING CITY CODE CHAPTER 20 RELATING TO ALARM SUBSCRIBER INFORMATION

City Council will consider an ordinance amending Avondale City Code Chapter 20, Police Department, Article II, Alarm Systems relating to alarm subscriber information to bring it in compliance with Arizona Revised Statute § 32-113 as amended. The Council will take appropriate action.

5 EMERGENCY MANAGEMENT UPDATE

City Council will receive an update on emergency management activities that have taken place during 2012 and scheduled activities for 2013. For information and discussion only.

6 RESOLUTION 3084-1212 – SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH EVERGREEN-HILLCREST, LLC

City Council will consider a resolution authorizing the Second Amendment to the Pre-Annexation Development Agreement with Evergreen-Hillcrest, LLC and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

7 2012 AVONDALE TRANSPORTATION PLAN

City Council will consider a request to approve the 2012 edition of the City of Avondale's Transportation Plan. The Council will take appropriate action.

8 ADJOURNMENT

Respectfully submitted,



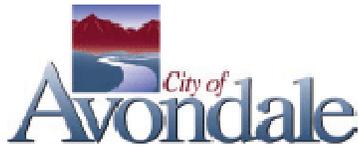
Carmen Martinez
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CITY COUNCIL REPORT

SUBJECT:

Appointment of Members to the City's Boards, Commissions and Committees and to the positions of Chair and Vice Chair of the Board of Adjustment and the Planning Commission

MEETING DATE:

December 3, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees.

DISCUSSION:

On Thursday, November 15, 2012, the Council Subcommittee hosted a Meet and Greet with candidates for appointment. The subcommittee's recommendations are outlined below. Below are also the subcommittee's recommendations for the positions of Chair and Vice Chair of the Planning Commission and the Board of Adjustment.

Board of Adjustment*

Arnold Knack	12/31/15
Lorenzo Sierra	12/31/15

* David Sours for the position of Chair and Arnold Knack for the position of Vice-Chair of the Board of Adjustment.

Energy, Environment and Natural Resources

Lisa Amos	12/31/14
Jonathan Beretta	12/31/15
Caitlin Gilmore (Youth Member)	5/31/14 *
Pearlette Ramos	12/31/15
Chad Smith	12/31/15
Lorenzo Sierra (Alternate)	12/31/15

* Per the EENRC bylaws, the youth member's term is different in order to coincide with the academic year.

Library Advisory Board

Tamy Harmon	12/31/15
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Avondale Municipal Art Committee

Angela Cardone	12/31/15
Lesa Schuur	12/31/15
Jean Stahl	12/31/15

**Neighborhood and
Family Services Commission**

Yvonne Hopper	12/31/15
Tina LaBlanc	12/31/14
Nancy Montini-Robinson	12/31/15
Olivia Pineda	12/31/14
Ametrice Robinson	12/31/15
Sean Scibienski	12/31/15
Jean Stahl	12/31/15

Parks and Recreation Advisory Board

Jason Earp (Alternate)	12/31/15
Pearlette Ramos	12/31/15
Chad Smith	12/31/15

Planning Commission*

Grace Carrillo	12/31/15
Michael Long	12/31/15
Olivia Pineda (Alternate)	12/31/15
Sean Scibienski	12/31/15

* Sean Scibienski for the position of Chair and Michael Demlong for the position of Vice Chair of the Planning Commission.

**Correction Officers
Retirement Pension Board**

Chad Smith	12/31/15
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Personnel Board

Jonathan Beretta (Alternate)	12/31/15
Arnold Knack	12/31/15
Ametrice Robinson	12/31/15

**Capital Improvement Plan
Citizens' Committee**

Jason Earp	12/31/15
Tamy Harmon	12/31/15
Sean Scibienski	12/31/15
Lorenzo Sierra (Alternate)	12/31/15

Risk Management Trust Fund Board

Caroline Assmann	12/31/15
Betty Lynch	12/31/15

In 2011, City Council adopted Resolution 2050-311 ratifying the creation of the Citizen Corps Council and adopting its bylaws. As outlined in the bylaws, membership in the ACCC is not limited to Avondale residents and calls for the appointment of organization members which include representatives from the city's police and fire departments as well as other organizations and businesses in the community. Through their combined effort, the ACCC will endeavor to make our community safer and empower residents to be better prepared in case of an emergency or disaster. Mark Gorla, the city's Emergency Preparedness Coordinator has garnered the commitment from a few organizations and businesses that will play a critical role in the ACCC. The appointment is for the organizations to have a seat at the table, the organizations are free to change their representative at any time.

Avondale Citizen Corps Council

Yvonne Hopper (Resident)	12/31/15
Roy Taniguchi (Resident)	12/31/14
APS - Randy Clawson	Indefinite
Care 1st - Brandon Newman	Indefinite
Home Depot - James Lewis	Indefinite
Faith Community - Jeffrey Stachmus	Indefinite
Maricopa County Public Health - Melanie Adams	Indefinite
Avondale Police Department - Debbie Ray	Indefinite
Avondale Fire Department - Ron Deadman	Indefinite

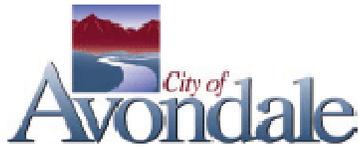
RECOMMENDATION:

Staff is recommending approval of the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and to the positions of Chair and Vice Chair of the Planning Commission and the Board of Adjustment.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - CH2M HILL, Inc.

MEETING DATE:

December 3, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement (PSA) with CH2M HILL, Inc., to provide services pertaining to Operational Support and Process Assessment at the Water Reclamation Facility in an amount not-to-exceed \$141,724, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City operates the Charles M. Wolf Water Resource Center, a 9 MGD water reclamation facility that treats wastewater through an activated sludge biological nutrient removal process. The facility treats liquid stream effluent to Class B+ standards and, when possible, discharges 100% of the flows to the McDowell Road Recharge Basins for recharge and reuse. Class B+ biosolids are produced through anaerobic digestion and are processed in the solids handling facility.

Beginning in July of this year, staff identified growth of a filamentous bacteria causing foaming in the aeration process at the facility. This foaming bacteria has caused challenges with settling of the activated sludge in the secondary clarifiers, treatment process control, and meeting effluent parameters. Since July, staff has attempted to resolve this bacterial growth through several corrective operational actions (wastewater treatment is a complex chemical and microbiological process, and several weeks are typically required to determine the success of corrective actions). These corrective operational changes have met with limited success. Due to this process upset, staff has discontinued recharge of effluent until the bacterial growth is properly controlled, and the treatment process returns to optimal performance. In addition, the facility has experienced staff turnover in key positions.

For these reasons, staff solicited a consultant to provide an evaluation of the existing treatment process and operational practices, and recommendations for treatment process improvements.

DISCUSSION:

Per procurement procedures, the Public Works Department formed a committee to evaluate four consultants previously qualified on the FY 2012/2013 Professional Consultants Selection List. Each consultant was asked to supplement their previous submittal with an updated resume, list of recent related project experience, and a brief project proposal. A small committee of City staff then conducted an evaluation and ranking of each consultant's relevant experience, availability, capability, and previous performance with the City. CH2M HILL, Inc., received the highest ranking and was asked to provide the accompanying scope-of-work and fee.

The project will include an evaluation of existing process control and operational practices, evaluation of existing data, and recommendations for process improvement. In addition, the

consultant will provide a team member certified by the Arizona Department of Environmental Quality as a Grade 4 Wastewater Treatment Operator, to provide on-site operational training and support throughout implementation of any process improvement.

The scope-of-work includes:

1. Project Management
2. Chartering and Data Collection
3. Operator Support
4. Process Assessment
5. Facility Recommendations
6. Implementation Plan

The project schedule is six months (approximately 04-Dec-12 through 04-Jun-13).

BUDGETARY IMPACT:

Funding for this work is available in the Water Reclamation Facility Operating Budget (Other Professional Services), line 503-9230-00-6180.

RECOMMENDATION:

Staff is recommending that the City Council approve this PSA with CH2M HILL, Inc., to provide services pertaining to Operational Support and Process Assessment at the Water Reclamation Facility in an amount not-to-exceed \$141,724, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

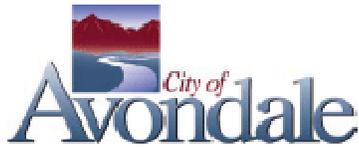
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[PSA](#)

DUE TO ITS SIZE, THIS DOCUMENT
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CITY COUNCIL REPORT

SUBJECT:

Cooperative Purchasing Agreement - Genuine Parts Company

MEETING DATE:

December 3, 2012

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director, 623-333-4400

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Genuine Parts Company to purchase aftermarket automotive parts and services for a maximum aggregate amount not to exceed \$100,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the State of Arizona entered into a contract with Genuine Parts Company to supply aftermarket automotive parts and services through its authorized local dealers. The initial term of the contract is in effect until January 2013 and provides for (3) successive one-year automatic renewal options. The contract contains cooperative use language which extends the use of the contracts to municipalities.

DISCUSSION:

In order to properly maintain City vehicles and equipment, fleet services must purchase aftermarket automotive parts and services from qualified vendors. Genuine Parts Company is a current registered vendor with the City and has satisfactorily supplied the City with products in the past. Staff is seeking authorization to enter into a cooperative purchasing agreement and to renew the agreement subject to the terms and conditions in the agreement.

BUDGETARY IMPACT:

Staff estimates a maximum of \$25,000 in expenditures for necessary aftermarket automotive parts and services per fiscal year, for a cumulative total over the contract period not to exceed \$100,000, subject to budget approval.

Funding for the current year is available in the approved City budget. Each subsequent fiscal year budget is subject to funding availability and City Council approval.

RECOMMENDATION:

City staff recommends approval of a Cooperative Purchasing Agreement with Genuine Parts Company to purchase aftermarket automotive parts and services for a maximum aggregate amount not to exceed \$100,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Cooperative Purchasing Agreement - Genuine Parts Company](#)

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GENUINE PARTS COMPANY**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of September 10, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Genuine Parts Company, a Georgia corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona (the "State"), entered into Contract No. ADOT11-002928, dated January 26, 2011, as amended by that certain Contract Amendment No. One (1) dated October 25, 2011 (the "State Contract"), for the Contractor to provide aftermarket automotive parts and services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such parts and services under the State Contract, at its discretion and with the agreement of the awarded Contractor, and the State Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the State Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with aftermarket automotive parts and services, as more particularly set forth in Section 2 below (the "Parts and Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Parts and Services.

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. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 31, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the State Contract. After the expiration of the Initial Term, this Agreement 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, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has been extended, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State

Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Parts and Services under the terms and conditions of the State Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Parts and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the State Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the State Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. All Parts and Services are subject to final inspection and acceptance by the City. Parts failing to conform to the requirements of this Agreement and/or the State Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of a non-conforming Parts or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Parts or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order, etc.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$25,000.00 for Parts and Services at the unit rates as set forth in the State Contract. The maximum aggregate amount for this Agreement shall not exceed \$100,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Parts and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

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

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

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

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, 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 Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the State Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the State Contract, or by law, or the City's acceptance of and payment for Parts or Services shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the State Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12. Rights and Privileges. To the extent provided under the State Contract, the City shall be afforded all of the rights and privileges afforded to the State of Arizona and shall be the "State" (as defined in the State Contract) for the purposes of the State Contract.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under

this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called 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"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE, an
Arizona municipal corporation

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 _____, 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)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GENUINE PARTS COMPANY

[State Contract]

The documents listed on the following pages comprise the State Contract and are incorporated herein by reference.



Master Blanket Purchase Order ADOT11-002928

Header Information

Purchase Order Number:	ADOT11-002928	Release Number:	0	Short Description:	Aftermarket Automotive Parts and Service
Status:	3PS - Sent	Purchaser:	Joseph Graves	Receipt Method:	Quantity
Fiscal Year:	2012	PO Type:	Blanket	Minor Status:	
Organization:	Arizona Department of Transportation				
Department:	0140 - Procurement	Location:	005C - Commodities	Type Code:	Statewide
Alternate ID:		Entered Date:	01/26/2011 02:53:18 PM	Control Code:	
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	Yes
Contact Instructions:	Susanna Hernandez, CPPB @ shernandez@azdot.gov	Tax Rate:		Actual Cost:	\$0.00
Master Blanket/Contract End Date (Maximum):	01/31/2013 11:59:00 PM				
Project No.:					
Special Purchase Types:					
PIJ NUMBER:					
Attachments:	RFP Document ADOT11-00000152 , Eligible Agencies , State of Arizona Updated Locations , Napa Experience and Technical Expertise , NAPA Final Proposal Response , NAPA Genuine Auto Parts PRICE SHEET , NAPA Product Price List.pdf , NAPA Pro Link Online Access.pdf , NAPA Store List.xls , NAPA Stores Match Up to Locations.xls , Napa Location Maps.pdf , NAPA Certificate of Insurance incl Workmans Comp.pdf , Evaluation Report and Market Basket Evaluation , Formal Award Notice , Contract Amendment No. 1 , ADOT11-002928 Insurance Cert 12-21-2011.pdf				

Primary Vendor Information & PO Terms

Vendor:	<u>000005276 - GENUINE PARTS CO</u> NAPA Robert Galler 2811 W Thomas Rd Phoenix, AZ 85017 US Email: robert_galler@napasalesteam.com	Payment Terms:	2% 10 Net 30	Shipping Method:	United Parcel Service
		Shipping Terms:	As Specified	Freight Terms:	Freight Allowed

Phone: (602)233-6700
 FAX: (602)415-3100

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to robert_galler@genpt.com at 01/27/2011 03:17:32 PM	01/28/2011 01:12:40 PM
Change Order 1	Emailed to robert_galler@genpt.com at 02/16/2011 04:29:01 PM	02/17/2011 07:56:18 AM
Change Order 2	Emailed to robert_galler@genpt.com at 03/30/2011 08:16:39 AM	
Change Order 3	Emailed to robert_galler@genpt.com at 10/04/2011 10:15:03 AM	
Change Order 5	Emailed to robert_galler@genpt.com at 01/24/2012 10:58:52 AM	02/07/2012 09:34:18 AM
Change Order 4	Emailed to robert_galler@genpt.com at 01/17/2012 03:19:10 PM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>000005276</u>	15802545100	GENUINE PARTS CO NAPA	Email	Active
<u>000008315</u>	18608257670	COCHISE AUTO PARTS INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 02/01/2011 Master Blanket/Contract End Date: 01/31/2013

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ADOT - Arizona Department of Transportation	0140 - Procurement	\$0.00	\$0.00	\$0.00
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$244,257.78	\$0.00

Item Information Change Order in Process

Print Sequence # 1.0, Item # 1: ALL PRICING IS LOCATED UNDER THE ATTACHMENTS TAB 3PS - Sent

NIGP Code: 060-74
 Replacement Parts for other than Chrysler, Ford, General Motors, and International Harvester

Bid # / Bid Item #: ADOT11-00000152 / 1 Quote # / Quote Item #: 000001461 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

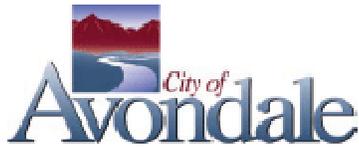
Manufacturer: Brand: Model:
 Make: Packaging:

Exit

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GENUINE PARTS COMPANY

[Work Orders]

See following pages (to be attached subsequent to execution).



CITY COUNCIL REPORT

SUBJECT:

Cooperative Purchasing Agreement - W. W. Grainger, Inc.

MEETING DATE:

December 3, 2012

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director 623-333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a cooperative purchasing agreement with W.W. Grainger, Inc. to purchase industrial, maintenance, repair and operating products and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

As a member of the National Intergovernmental Purchasing Alliance, the City of Tucson entered into a competitively bid contract with W.W. Grainger, Inc. to purchase industrial, maintenance, repair and operating products. The City of Tucson contract contains cooperative use language which extends the use of the contracts to other municipalities.

The term of the initial contract is through December 31, 2012. After expiration of the initial term, this agreement may be renewed for up to two successive one-year terms. This is an indefinite quantity and indefinite delivery agreement for products. The City does not guarantee that any minimum or maximum number of purchases will be made under this agreement.

DISCUSSION:

In order to properly maintain City facilities, grounds, vehicles and equipment, City departments must purchase parts, supplies and services from qualified vendors. W.W. Grainger, Inc. is a current registered vendor with the City and has satisfactorily supplied the City with products in the past. Staff is seeking authorization to enter into a cooperative purchasing agreement and to renew the agreement subject to the terms and conditions in the agreement.

BUDGETARY IMPACT:

Staff estimates approximately \$75,000 in expenditures for industrial, maintenance, repair and operating products per fiscal year, for a cumulative total over the contract period not to exceed \$225,000, subject to budget approval.

Funding for the current year is available in the approved City budget. Each subsequent fiscal year's budget is subject to funding availability and City Council approval.

RECOMMENDATION:

Staff recommends that the City Council approve a cooperative purchasing agreement with W.W. Grainger, Inc. to purchase industrial, maintenance, repair and operating products for a maximum aggregate amount not to exceed \$225,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

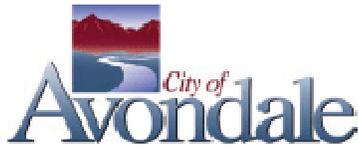
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CITY COUNCIL REPORT

SUBJECT:

Resolution 3085-1212 - Compliance Review Policy

MEETING DATE:

December 3, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council adopt a Resolution approving the Avondale Compliance Review Policy for development applications and authorize implementation by December 31, 2012.

BACKGROUND:

In July 2011, the State adopted legislation that mandates timeframes for municipal development review processes. This bill is called by its sponsors the "Regulatory Bill of Rights." The statute applies to all procedures that produce outcomes that qualify as "licenses" defined in A.R.S. 9-831 (2) as "the whole or part of any municipal permit, certification, approval, registration, charter or similar permission required by law." Existing applicable license application review provisions shall comply with the Policy by December 31, 2012.

Staff reviewed the proposed policy in a Council Work Session on November 19, 2012.

DISCUSSION:

The Policy applies to a variety of license application types to include site plan/design review, civil engineering plans and reports, new construction, home occupations and sign permits, business licenses, and tenant improvements, among others. The Policy does not regulate rezoning applications, conditional use permits, text amendments, or general plan amendments as these are legislative actions and not subject to the state law.

A.R.S. 9-835 requires the City to have in place an administrative completeness timeframe, a substantive review timeframe, and an overall review timeframe during which the City will either grant or deny license applications. Under the Compliance Policy process the following apply:

- The overall time frame for each application is proposed as a maximum of 36 working days (to include administrative completeness and substantive review)
- The Administrative Completeness timeframe is proposed as a total of 16 working days, taking into consideration a first and potential second review if needed. If the City fails to meet the established timeframes, an application may be deemed complete despite lacking essential materials;
- The Substantive Review timeframe is proposed as 20 working days (12 for the first review and 8 for second review);
- The City shall request no more than one comprehensive request for corrections or additional information. In the event the request is not complied with, the City may provide a notice of denial.

Time Frame Suspensions

All timeframes are suspended upon return of requested documents from the applicant and during agreed upon supplemental information requests from the City during the substantive review timeframe

Time Frame Extension

Under ARS 9-835 (H) by mutual agreement, the City and the applicant may extend the substantive review time frame and the overall timeframe. However, the extension shall not exceed 25% of the overall time frame. Should an agreement not be reached between the applicant and the City, then the City may deny the application pursuant to A.R.S. 9-834 and 9-835 (I).

To ensure the City continues to provide expeditious review of applications and provide applicants with additional flexibility there is an alternative choice offered to applicants as part of the policy, referred to as the Flexible Policy. The Flexible Policy must be chosen and the waiver signed by the applicant at the time of application submittal. The applicant must waive any claims against the City pursuant to SB1598. Choosing this option affords the applicant and the City more opportunity to work through and resolve issues that may arise during the review process.

Under the Flexible Policy, applicants will have multiple application conferences available before submittal and during the process; may propose changes to support the permit approval, and be able to have substantial and multiple changes made - up to (5) five total reviews without reapplication. This allows the applicant to adjust plans based on their own changing development circumstances over time or on suggestions by staff.

As required by A.R.S. 9-831, this Policy will supersede over any timeline as outlined in our Development Services and Engineering standard review times, and/or our Zoning Ordinance in the event of a conflict.

In addition, the Compliance Policy model has been built into the Accela permitting software and will be tested throughout the month of December in preparation and implementation by December 31, 2012.

BUDGETARY IMPACT:

This item has no budgetary impact

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a Resolution approving the Avondale Compliance Review Policy for development applications and authorize implementation by December 31, 2012.

ATTACHMENTS:

Click to download

[Resolution 3085-1212](#)

RESOLUTION NO. 3085-1212

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE CITY OF AVONDALE SB 1598 COMPLIANCE REVIEW POLICY.

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

SECTION 1. The City of Avondale SB 1598 Compliance Review Policy is hereby adopted in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the City of Avondale Compliance Review Policy adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Council of the City of Avondale, December 3, 2012.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3085-1212

(City of Avondale SB 1598 Compliance Review Policy)

See following pages.

City of Avondale Compliance Review Policy

PURPOSE

The Arizona Legislature, in 2011, codified Arizona Revised Statutes Section 9-831 *et seq.* that applies to all Arizona municipalities and counties. The purpose of this policy is to bring city and county development review and application processing procedures into compliance with applicable State law.

APPLICABILITY

- A. This policy applies to the various City of Avondale application review procedures that produces outcomes that qualify as “licenses,” defined in A.R.S. § 9-831 (2) as “the whole or part of any municipal permit, certification, approval, registration, charter or similar permission required by law.”
- B. As required by A.R.S. § 9-831 *et seq.* this Compliance Review Policy supersedes over any timeline as outlined in our Development Services and Engineering standard review times, and/or our Zoning Ordinance in the event of a conflict.
- C. As required by A.R.S. § 9-833 *et seq.* inspections required for any regulated persons will be conducted only after proper identification, notifications, and documentation has been presented.

The procedures outlined below involve a variety of license application types. Some requirements are the same for all applications, and some application procedures have unique requirements. In addition, most procedures have detailed user guides prepared and provided by the Department. The procedures should be read carefully to ensure a complete application is prepared.

EXEMPTIONS – SHORT TERM EXEMPT LICENSES

A development review application or permit that is issued within 7 days of application and that expires within 21 days of issuance is exempt from the provisions of this policy.¹

REVIEW OPTIONS

Two choices are available;

- Compliance policy (A.R.S. § 9-831)
- Flexible policy (Avondale’s alternative to § 9-831)

The City has consistently supported and practiced expeditious review of all applications, and will continue to do so under the time frames set forth in this Policy. The Development Services and Engineering Department will continue to engage in process improvement to review

¹ The statutory provision, A.R.S. Section 9-835(H), providing this exemption is unclear, so this interpretation is intended to apply this exemption in the most narrow way that can be derived from the wording of the Section.

various applications in the most expeditious way possible and will continue to work with customers to review their applications in a manner that provides the following:

- Flexibility when needed;
- Assures the public health and safety; and,
- Allows a customer complying with the City's development regulations to achieve their permitting and development goals in a timely manner.

To further this goal and to provide applicants with additional flexibility and choice, the City will offer a waiver to the requirements of A.R.S. § 9-831 *et seq.* This option must be chosen and the waiver signed by the applicant or authorized agent at the time of submittal. Choosing this option affords the applicant and the City more opportunity to work through and resolve issues that may arise during the review process.

APPLICATION FORM CONTENTS

City of Avondale development review applications shall include the following information as required by A.R.S. § 9-836:

- A. A list of all required steps in the application/approval process;
- B. Applicable time frames;
- C. Contact person (name and telephone. number) who can answer questions or provide assistance throughout the application process;
- D. Website address; and,
- E. Notice for opportunity to clarify ordinances/regulations, or "authorized substantive policy statements" as defined by A.R.S. Section 9-831.

REVIEW TIME FRAME REQUIREMENTS

- A. A.R.S. § 9-835 requires the City to have in place an overall timeframe during which the City will either grant or deny license applications. A.R.S. § 9-835(C) provides for flexibility in structuring the license process for certain types of "licensing." The time frame requirements for application review on applicable procedures are listed in Table 3-02 provided below.
- B. Existing applicable license application review provisions shall comply with policy by December 31, 2012.
- C. Any new applicable license application shall comply with policy.

NOTICE OF COMPLETENESS

The City shall review applications for administrative completeness. The City shall send notice to the applicant of the application's status within the applicable administrative completeness review timeframe. The notice shall cite a list of all deficiencies, if any, and inform the applicant that the

City's administrative completeness and overall timeframes are suspended pending receipt of requested corrections or any missing information.

The Development Services and Engineering Department will accept all applications upon submittal and evaluate each application for administrative completeness. An application shall contain a planning, engineering, or building application form, the relevant checklist, any information specifically required by the zoning ordinance, building code, general engineering requirements manual, or such additional information specified by the Project Manager as may be required by city code, rule, or compliance review policy, and applicable fee. An application must be made by the property owner or authorized agent.

An applicant will be notified in writing if the application is incomplete and will be provided with a list of the specific deficiencies. Upon resubmission of the required materials the Project Manager/Planner will notify the applicant whether the application is complete or remains incomplete.

When an application is determined to be complete, and the notice of administrative completeness has been issued, the substantive review timeframe begins and the application will be scheduled for review by the Development Review Team or scheduled for a public hearing as required by the applicable code provision or ordinance.

TIME FRAME SUSPENSIONS

Overall time frames listed in Table 2 below are suspended for the following time periods:

- A. From the date of issuance of the notice to the applicant of specific deficiencies in an application, whether on review for administrative completeness or substantive review, to the date that the City receives the missing information from the applicant.
- B. Time for completion of certain purposes, such as; public hearings, state, or federal licenses.
- C. During agreed upon supplemental information requests from the City during a substantive review timeframe.

TIME FRAME EXTENSION PROCESS

- A. During substantive reviews of license applications, the statute provides that the City shall request no more than one comprehensive request for additional materials and corrections. Said request will provide notice of possible denial of the application and any basis for that denial, in the event the request is not fully complied with.
- B. If a re-submittal after the one comprehensive request is still not in compliance, based upon the applicable statutes, City code, ordinances, regulations, or substantive policy statements, the application shall be denied. The City shall give notice of denial by electronic or written format. The notice shall include citations of the pertinent provisions justifying an application denial and shall explain the applicant's rights to appeal, including the number of working days in which the applicant must file a protest challenging the

denial and the name and telephone number of a municipal contact person who can answer questions regarding the appeal's process.

- C. Upon receiving an application denial, the applicant may submit a new application to the City.
- D. Under ARS § 9-835(H), by mutual electronic or written agreement, the City and applicant may extend the substantive review time frame and the overall time frame. The extensions shall not exceed 25% of the overall time frame. Should agreement not be reached then the City may deny pursuant to A.R.S. § 9-834 and 9-835(I).
- E. Upon first review, if the review authority (Project Planner, Development Review Team, Commission, Board, or City Council) determines additional information is required to adequately evaluate an application, any such additional information shall be submitted by the applicant not later than six (6) to twelve (12) months from notification of the applicant (IBC 107.3.2, Zoning Ordinance 105 E). Failure to provide additional information in the time specified will result in the application being denied as incomplete under the applicable city provisions, and forfeiture of all fees paid to that point.

REFUNDS

Pursuant to A.R.S. Section 9-835(J), if the City does not send notice to an applicant regarding approval or denial within the overall time frame or any mutually agreed extension thereof, the City shall refund the application fees within 30 days of the expiration of the overall time frame or any mutually agreed extension thereof and waive any additional fees for the application.

WORKING DAYS

Working days as stated in this document refer to City of Avondale working days excluding all observed holidays.

(TABLE - 1) REVIEW TIMEFRAME REQUIREMENTS

COMPLIANCE REVIEW TIMEFRAMES			
DEVELOPMENT TEAM APPROVAL PROCESS			
	TIMEFRAMES**		
APPLICATION TYPE	Administrative Completeness	Substantive review	OVERALL
Business License	1 st : 8 days 2 nd : 8 days 16* City working days	1 st : 12days 2 nd : 8 days 20* City working days	36* City working days
Design Review Waiver			
Site Plan/Design Review			
Electrical Connections			
Revision of Existing Permits			
Home Occupations			
New Construction			
Civil Engineering; Plans & Reports			
Non-conforming uses			
Seasonal Sales			
Temporary and Permanent Sign permits			
Tenant Improvements			
Wireless Communication Uses (that do not require CUP)			
Landscape Plans			

*Approval or denial notice
 **Timeframe suspended from notice to return of requested documentation

(TABLE – 2) REVIEW TIMEFRAME REQUIREMENTS

PUBLIC HEARINGS & CITY COUNCIL APPROVAL PROCESS			
	TIMEFRAMES**		
APPLICATION TYPE	Administrative Completeness	Substantive review	OVERALL
Conditional Use Permit	1 st : 8 days 2 nd : 8 days 16* City working days	1 st : 12 days 2 nd : 8 days 20* City working days	36* City working Days Timeframe is suspended from overall timeframe for all public hearings under A.R.S. § 9-835 (8) (C)
Preliminary Plat			
Final Plat			
Minor Land Division			
City Center Site Plan			

*Approval or denial notice
 **Timeframe suspended from notice to return of requested documentation

(TABLE 3) REVIEW TIMEFRAME REQUIREMENTS

BOARD OF ADJUSTMENT APPROVAL PROCESS			
	TIMEFRAMES**		
APPLICATION TYPE	Administrative Completeness	Substantive review	OVERALL
Variance Appeal	1 st : 8 days 2 nd : 8 days 16* City working days	1 st : 12 days 2 nd : 8 days 20* City working days	36* City working days

*Approval or denial letter

**Timeframe suspended from notice to return of requested documentation

WAIVER OF CLAIM
TO
A.R.S. § 9-831 ET. SEQ.

This agreement ("Agreement") is entered into between _____, as the applicant ("Applicant") seeking a license, permit, approval registration or approval ("License") related to the use development of _____ ("Property") Case No _____ as required by the City of Avondale ("City"). Applicant hereby agrees to waive any and all claims as established by A.R.S. §9-831 et. Seq., in exchange for which the City agrees to process licensing under its flexible Application Process ("Process").

The Applicant or authorized agent, has submitted an application to the City requesting that the City approve or permit a development plan, plat, contemplated use, development or action described in Exhibit A. Applicant is aware that under the Process, he/she may be afforded multiple opportunities to alter or amend application and to confer with city staff for advice without constraint of limited reviews or timeframe for approval imposed by the City pursuant to requirements of A.R.S. §9-831 et. seq. The City's procedures under the regulatory-limits process imposed by A.R.S. §9-831 et. seq. are compared to the City's alternative application process in Exhibit B. Applicant acknowledges prior receipt and review of Exhibit B. Applicant desires to be afforded an opportunity to adjust plans based on its own changing development circumstances over time or based upon suggestions by staff. Applicant believes and acknowledges that these benefits outweigh any rights or remedies that may be obtained under A.R.S. §9-831 et. seq.

By signing this Agreement, Applicant waives any right or claim that may arise under A.R.S. §9-831 et. seq., including any claim that an application must be deemed complete or that fees must be returned by the City pursuant to the requirements of A.R.S. §9-831 et. seq.

This Agreement is entered into in Arizona and will be interpreted under the laws of the State of Arizona. The Applicant has agreed to the form of this Agreement provided and approved by the City Attorney. The Applicant has had the opportunity to consult with an attorney of the Applicants choice prior to entering this Agreement and enters it fully understanding that the Applicant is waiving the rights and remedies provided under as set forth herein.

The Applicant warrants and represents that the person or persons listed herein as the Applicant is/are the owner in fee title of any Property identified in Exhibit A. The Applicant further agrees to indemnify and hold the City, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs and expenses based upon any failure to comply with A.R.S. §9-831 et. seq.

Dated this _____ day of _____, 20__

Applicant _____
(Name of individual, Corporation, Partnership, or LLC, as applicable)

Applicant _____
(Name of individual, Corporation, Partnership, or LLC, as applicable)

By: _____
(Signature of Applicant or Authorized Representative, if applicable)

By: _____
(Signature of Applicant or Authorized Representative, if applicable)

Its: _____
(Title of Individual Signing in Representative Capacity)

Its: _____
(Title of Individual Signing in Representative Capacity)

State of Arizona

County of _____

On this _____ day of _____, 20__, before me personally appeared _____ on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above/attached document.

Notary Public

My commission expires:

City of Avondale, an Arizona Municipal Corporation:

By: _____
Development Services & Engineering Department

This form has been approved by the City Attorney.

EXHIBIT A
CASE NO. _____

Address or Description of Property:

License sought: (Insert brief description of approval, permit or authority sought. Alternatively a proposed plat, development plan or other documentation describing the approval sought may be attached and identified as EXHIBIT A)

EXHIBIT B
CASE NO. _____

A.R.S. § 9-831 REQUIREMENTS AND
CITY OF AVONDALE DS&E FLEXIBLE OPTION PROPOSAL

A.R.S. § 9-831 requires municipalities to establish and adhere to time frames in a broad range of permitting processes. Under the law cities must create an overall permitting time frame for each process consisting of an “administrative completeness” time frame and a “substantive review” time frame. The aim of this statute was to create faster, more uniform, and more transparent processes, goals which the City of Avondale Development Services & Engineering Department shares. However, the implementation of these time frames may have unforeseen consequences.

A.R.S. § 9-831 states the city must determine whether a permit application is complete or not during the administrative completeness time frame. If the city fails to make this determination within established time limits, the permit is deemed complete regardless of deficiencies. Similarly during the substantive review period an application must be denied or approved within the established time frame or the permit fee will be refunded.

A.R.S. § 9-831 offers applicants very limited opportunities to supplement their application with additional material after submission. Moreover, changes to a permit application are limited to responses to a Development Services & Engineering (DS&E) request. Development changes proposed by the applicant do not appear to be allowed. Upon proper denial, during either review period, applicants must reapply with new plans and pay another permit/submittal fee.

DS&E is committed to customer service and recognizes that applicants may not wish to be locked into formulaic standards which do not provide an adequate opportunity to submit additional requested materials and desired plan changes. Thus, DS&E offers applicants the opportunity to make permit applications according to either A.R.S. § 9-831 process or the more flexible process City of Avondale DS&E customers are familiar with.

Under a *flexible application* process, applicants have multiple opportunities to alter or amend their application and to confer with city staff for advice. This allows the applicant to adjust plans based on their own changing development circumstances over time or on suggestions by staff. Additionally, applicants may alter their permit applications as necessary during the process.

Applicants are encouraged to carefully consider which application process best meets their needs. Staff can explain the process in more detail upon request as well as provide you a copy of A.R.S. § 9-831 et seq. The following points outline some of the highlights of each process.

“A.R.S. § 9-831 et seq.”

- A limited number of opportunities to confer with staff and supply necessary information and materials. DS&E may request additional information only once after the application is deemed administratively complete.
- If City fails to meet established timeline for review, an application may be deemed complete although lacking essential materials. If an application is not timely approved or denied fees are refunded to the applicant.
- During review period applicant loses opportunity to propose alterations to support permit approval or changes in circumstances during development.
- If permit properly denied after DS&E one-time request for more information, applicant must reapply and pay new fee.
- Denials must be explained and the applicable code provisions identified.
- Applicant may request code clarification.

“Flexible Application Process”

- Multiple application conferences available before submittal and during process.
- During review period applicant may propose changes to support permit approval and substantial and multiple changes may be made without reapplication.
- No refund for a review period longer than the established timeline. However, DS&E meets or exceeds established permit review period in >98% of applications. Complex applications or substantial changes may take longer.
- Denials will be explained and the applicable code provisions identified.
- Applicant may request code clarification.
- Review timeframes listed below in tables 1-3.

**(TABLE - 1) FLEXIBLE REVIEW TIMEFRAME REQUIREMENTS
FLEXIBLE APPLICATION APPROVAL PROCESS***

(TABLE - 1) FLEXIBLE REVIEW TIMEFRAME REQUIREMENTS FLEXIBLE APPLICATION APPROVAL PROCESS*			
	TIMEFRAMES		
APPLICATION TYPE	First Review	Second and Subsequent reviews	OVERALL
Business License	12 City working days	8 City working days	44 City working days**
Design Review Waiver			
Site Plan/Design Review			
Electrical Connections			
Revision of Existing Permits			
Home Occupations			
New Construction			
Civil Engineering; Plans & Reports			
Seasonal Sales			
Sign permits			
Tenant Improvements			
Wireless Communication Uses (that do not require CUP)			
Landscape Plans			

*Must sign waiver to qualify
**Maximum 5 (five) total reviews

**(TABLE - 2) FLEXIBLE REVIEW TIMEFRAME REQUIREMENTS
PUBLIC HEARINGS & CITY COUNCIL
APPROVAL PROCESS***

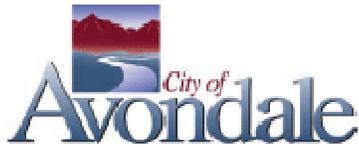
(TABLE - 2) FLEXIBLE REVIEW TIMEFRAME REQUIREMENTS PUBLIC HEARINGS & CITY COUNCIL APPROVAL PROCESS*			
	TIMEFRAMES		
APPLICATION TYPE	First Review	Second and Subsequent reviews	OVERALL
Conditional Use Permit	12 City working days	8 City working days	44 City working days**
Preliminary Plat			
Final Plat			
Minor Land Division			
City Center Site Plan			

*Must sign waiver to qualify
**Maximum 5 (five) total reviews

**(TABLE 3) FLEXIBLE REVIEW TIMEFRAME REQUIREMENTS
FLEXIBLE APPLICATION APPROVAL PROCESS***

(TABLE 3) FLEXIBLE REVIEW TIMEFRAME REQUIREMENTS FLEXIBLE APPLICATION APPROVAL PROCESS*			
	TIMELINE		
APPLICATION TYPE	First Review	Second and Subsequent reviews	OVERALL
Variance Appeal	12 City working days	8 City working days	44 City working days**

*Must sign waiver to qualify
**Maximum 5 (five) total reviews



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1503-1212 - Amending City Code
Chapter 20 Relating to Alarm Subscriber
Information

MEETING DATE:

December 3, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve modifications to the City of Avondale Alarm System Ordinance as there is language in our Alarm Ordinance that may be interpreted as violating Arizona Revised Statute § 32-113, as amended. These modifications require additional wording to Subsection 20-32(a)(6)(e) and Subsection 20-34(b) of the Alarm Ordinance.

BACKGROUND:

On January 03, 2011, City Council adopted the current City of Avondale Alarm System Ordinance.

On May 11, 2012, Arizona Governor Jan Brewer signed Arizona House Bill #2748 that would prohibit a City from requiring an alarm business to provide any information regarding the alarm subscribers without a court order. House Bill #2748 was adopted and added to Arizona Revised Statute § 32-113 and went into effect in August 2012. Staff reviewed and concurred that it was prudent to revise the language in our Alarm Ordinance to eliminate any implication that we are requiring the alarm businesses to provide us with information on their subscribers.

DISCUSSION:

Subsection 20-32(a)(6)(e) currently reads as follows: Make notification of activated alarms in the manner prescribed by the city manager, or authorized designee, and provide all information concerning the alarm as the police department may request.

It is recommended that Subsection 20-32(a)(6)(e) be revised to read as follows: Make notification of activated alarms in the manner prescribed by the city manager, or authorized designee, and provide all information concerning the nature of the alarm activation as the police department may request; provided, however, that such information shall not include information regarding the alarm subscriber.

Subsection 20-34(b) reads as follows: Each alarm business shall ensure that each alarm or alarm system that it rents, leases, installs, maintains, monitors or services within the city is registered with the police department, or authorized designee, on the form prescribed by the city manager, or authorized designee. For an initial installation, registration shall be made within thirty (30) days of the installation date of the alarm or alarm system. For rented, leased or monitored alarms or alarm systems, the alarm business shall update the registration and remit a new annual registration fee if the possession of the premises at which an alarm or alarm system is maintained is transferred.

It is recommended that Subsection 20-34(b) be revised to read as follows: Each alarm business shall ensure that the location of and type of each alarm or alarm system that it rents, leases, installs,

maintains, monitors or services within the city is registered with the police department, or authorized designee, on the form prescribed by the city manager, or authorized designee. For an initial installation, registration shall be made within thirty (30) days of the installation date of the alarm or alarm system. For rented, leased or monitored alarms or alarm systems, the alarm business subscriber shall update the registration and remit a new annual registration fee if the possession of the premises at which an alarm or alarm system is maintained is transferred.

BUDGETARY IMPACT:

None

RECOMMENDATION:

Staff recommends the adoption of the ordinance amending Avondale City Code Chapter 20, Police Department, Article II, Alarm Systems relating to alarm subscriber information to bring it in compliance with Arizona Revised Statute § 32-113 as amended.

ATTACHMENTS:

Click to download

[Ordinance](#)

ORDINANCE NO. 1503-1212

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 20, POLICE DEPARTMENT, ARTICLE III, ALARM SYSTEMS, DIVISION 1, GENERAL, RELATING TO ALARM SUBSCRIBER INFORMATION.

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

SECTION 1. The Avondale City Code, Chapter 20 (Police Department), Article III (Alarm Systems), Division 1 (General), Section 20-32 (Alarm business duties), subsection (a)(6)(e) is hereby amended as follows:

20-32 – Alarm business duties.

. . .

- e. Make notification of activated alarms in the manner prescribed by the city manager, or authorized designee, and provide all information concerning the NATURE OF THE alarm ACTIVATION as the police department may request; PROVIDED, HOWEVER, THAT SUCH INFORMATION SHALL NOT INCLUDE INFORMATION REGARDING THE ALARM SUBSCRIBER.

SECTION 2. The Avondale City Code, Chapter 20 (Police Department), Article III (Alarm Systems), Division 1 (General), Section 20-34 (Registration requirements) is hereby amended as follows:

20-34 – Registration requirements.

. . .

- (b) Each alarm business shall ensure that THE LOCATION OF AND TYPE OF each alarm or alarm system that it rents, leases, installs, maintains, monitors or services within the city is registered with the police department, or authorized designee, on the form prescribed by the city manager, or authorized designee. For an initial installation, registration shall be made within thirty (30) days of the installation date of the alarm or alarm system. For rented, leased or monitored alarms or alarm systems, the alarm business SUBSCRIBER shall update the registration and remit a new annual registration fee if the possession of the premises at which an alarm or alarm system is maintained is transferred.

. . .

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such decision shall be deemed separate, distinct and independent of the remaining provisions of this Ordinance and shall be severed therefrom without affecting the validity of the remaining portions of this Ordinance.

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

PASSED AND ADOPTED by the Council of the City of Avondale, December 3, 2012.

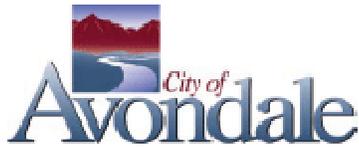
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
Emergency Management Update

MEETING DATE:
December 3, 2012

TO: Mayor and Council
FROM: Mark Gorla, Emergency Management Officer (623) 333-1035
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this update is to provide information to the City Council on emergency management activities that have taken place during 2012 and scheduled activities for 2013.

DISCUSSION:

Emergency management planning update:

- A DRAFT Emergency Operations Plan(EOP) was completed and provided to department heads for feedback, due by February 1, 2013. A final plan will be provided to the city council for approval after the staff review process for review and approval.
- A Continuity of Operations/Government Plan will be developed in 2013 for the City of Avondale. The purpose of this plan will be to focus on the continuation of operations and government during disasters and emergencies.
- The Maricopa County multi-jurisdictional Mitigation Plan is due for an update in 2013-14. This effort is led by the county with information provided by the member jurisdictions.
- There is a new federal planning initiative regarding recovery planning for government agencies. A recovery Plan will be developed based on the National Disaster Recovery Framework which is a guide that enables effective recovery.

Training and exercise update:

- Efforts in employee training involving the National Incident Management System (NIMS) increased dramatically. Approximately 400 employees have successfully completed the basic course (ICS -100 & IS 700).
- In January 2013 there will be a tabletop exercise coordinated by the National Guard 91st CST involving stakeholders at PIR races, including Avondale Fire, Avondale Police, PIR staff and other agencies that work the races.
- An exercise and training planning team involving several city departments will be established in 2013 to implement an emergency training program. This program will utilize the Homeland Security Exercise & Evaluation Program which provides collaborative information from agencies nationwide regarding conducting training and exercises.
- Avondale will participate in the 2013 State exercise which will involve a massive power outage scenario.

Preparedness update:

- Will work with HR to provide employee training through the annual training program.
- Efforts to secure a grant to create an Emergency Operations Center (EOC) have not been successful.

- The Avondale Citizens Corp Council members have been identified and are pending city council approval. The first meeting will be in January-February 2013.
- The police department has added a Terrorism Liaison Officer (Detective James Archer).

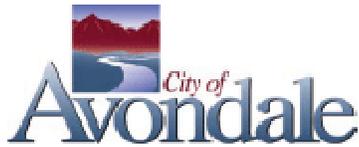
RECOMMENDATION:

This item is for information only, no Council action being requested at this time.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Resolution 3084-1212 – Second Amendment to Pre-Annexation Development Agreement with Evergreen-Hillcrest, LLC

MEETING DATE:

December 3, 2012

TO: Mayor and Council

FROM: Charles Andrews, P.E., Assistant City Engineer, 623-333-4216

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting the City Council adopt a resolution authorizing the Second Amendment to the Pre-Annexation Development Agreement with Evergreen-Hillcrest, LLC and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

Evergreen-Hillcrest, LLC owns approximately 304 gross acres of real property generally located at the southwest corner of Broadway Road and 107th Avenue. The City Council approved a Pre-Annexation Development Agreement (Agreement) with Evergreen-Hillcrest, LLC on November 5, 2007. Due to economic conditions and certain stipulations in the zoning approval pertaining to development timing, Amendment One to the Agreement was approved by City Council on May 18, 2009.

Subsequent to the execution of the Agreement, the Arizona Department of Transportation disclosed an intention to locate the State Route 30 Freeway (SR 30) across real property including a portion of the Rigby Lots in the Hillcrest PAD. Based on this information, the City amended its General Plan which provides for the general location of the proposed SR30 through the City. To date, the final location or width of SR30 has not yet been determined. The final determination of the location and ADOT's completion of the purchase or condemnation of the right-of-way for SR30 may result in reduction of the number of acres within Evergreen-Hillcrest, LLC's Property and the Hillcrest PAD.

DISCUSSION:

Staff believes the Second Amendment represents a reasonable solution to the City's concern for reimbursement for the acquisition of the Rigby Water Company, provides reasonable relief to Evergreen-Hillcrest, LLC regarding the pro-rata share payment and provides a reasonable development schedule when considering the current and projected development climate.

The Second Amendment modifies Sections of the Agreement pertaining to pro-rata share costs and the Term of Agreement, and incorporates language related to the preliminary plat approval. A summary of the proposed changes is as follows:

Section 1.2(B) modifies the timing of Owner Pro-Rata Share. In consideration of the Rigby Acquisition by the City, the Owner shall pay a Pro-Rata share as follows:

- \$217,600 (50% of the Aggregate Installment Amount) due either five (5) business days prior to the recording of the first final plat with respect to the Hillcrest PAD, or by December 31, 2015, whichever comes first; and

- \$100,000 (a portion of the Aggregate Installment Amount) due either five (5) business days prior to the recording of the second final plat, or December 31, 2017, whichever comes first; and
- \$117,600 (the balance of the Aggregate Installment Amount) due either five (5) business days prior to the date of recording of the third final plat, or December 31, 2019, whichever comes first; and
- 17% of the total “Future Payment Amounts” (per Settlement Agreement with Rigby Water Company dated September 7, 2010) due no later than January 31, 2021. The aggregate total of the Future Payment Amounts and the Aggregate Installment Amount in no event shall exceed \$600,000.

Section 1.2(C) has been modified to address the timing of Evergreen-Hillcrest, LLC's pro-rata share payment.

Section 1.5 modifies the Agreement Term to extend the Agreement for a period of 15 years from the effective date.

Section 6 has been added to extend the preliminary plat approval date to December 31, 2015. A final plat must be submitted and approved by said date or the preliminary plat process will be restarted. If this timeframe is administratively extended by the City Manager or authorized designee, the expiration date shall not exceed 24 months after such final plat is submitted to the City for approval. The provisions of Section 6 supersede the time periods of those established in Section 8 of the First Amendment.

BUDGETARY IMPACT:

The Second Amendment to the Agreement defers payment by the Owner to the City for the Rigby Water Company acquisition. The Second Amendment provides a pro-rata contribution by Evergreen-Hillcrest, LLC based on the actual purchase price not to exceed \$600,000.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the Second Amendment to the Pre- Annexation Development Agreement with Evergreen-Hillcrest, LLC and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Click to download

[Resoulution 3084-1212](#)

RESOLUTION NO. 3084-1212

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH EVERGREEN-HILLCREST, LLC.

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

SECTION 1. The Second Amendment to Pre-annexation Development Agreement with Evergreen-Hillcrest, LLC relating to the location of the proposed State Route 30 Freeway through a substantial portion of the Hillcrest PAD (the “Second Amendment”) is hereby approved in substantially the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, December 3, 2012.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3084-1212

[Second Amendment]

See following pages.

When recorded, return to:

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

SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT (the "Second Amendment") is entered into November 8, 2012, by and between the City of Avondale, an Arizona municipal corporation (the "City") acting by and through the Mayor and City Council (the "Council") and Evergreen-Hillcrest, LLC, an Arizona limited liability company (the "Owner"). The City and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. Owner and City are Parties to that certain Pre-Annexation Development Agreement (the "Original Agreement") dated November 5, 2007, and recorded on November 20, 2007, with the Maricopa County Recorder as instrument number 2007-1236436, and to that certain First Amendment to Pre-Annexation Development Agreement (the "First Amendment") dated May 11, 2009, and recorded on June 29, 2009, with the Maricopa County Recorder as instrument number 2009-0591810. The Original Agreement and the First Amendment are collectively referred to herein as the "Agreement."

B. Terms as defined in the Agreement and exhibits identified in the Agreement shall have the same meaning when referred to in this Second Amendment.

C. Subsequent to the Parties' execution of the Agreement, the Arizona Department of Transportation ("ADOT") disclosed an intention to locate the SR30 freeway across real property including a portion of the Rigby Lots in the Hillcrest PAD.

D. The City has amended its General Plan ("GP Amendment") to, among other things, provide for the general location of the proposed State Route 30 Freeway ("SR30") through the City. The GP Amendment affects Owner's Property and the Hillcrest PAD. Specifically, the GP Amendment locates SR30 through a substantial portion of the Rigby Lots of the Hillcrest PAD.

E. ADOT has not yet determined the final, precise location or width of SR30 as it relates to the Owner's Property, the Hillcrest PAD, and the Rigby Lots. The final determination of the location of SR30, and ADOT's completion of the purchase or condemnation of the right-of-way for SR30 ("ADOT Freeway Procurement") from Owner's Property, may result in reduction of the number of acres within the Owner's Property and the Hillcrest PAD.

F. The Parties acknowledge that the provisions of the Agreement with respect to the preliminary plat, final plat, and the timing of the payment of the Owner Pro Rata Share and Agreement should be adjusted in recognition of the ongoing uncertainty and impact associated with ADOT's determination of the final alignment and location of SR30 on Owner's Property, the Hillcrest PAD, and the Rigby Lots, and the market conditions affecting the delay in the commencement of development within the Hillcrest PAD and surrounding area.

G. Owner and the City desire to amend the Agreement upon such terms as are set forth in this Second Amendment.

H. The Parties understand and acknowledge that the Agreement, as amended by this Second Amendment, is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05. The terms of the Original Agreement, as amended by the First Amendment and this Second Amendment, shall constitute covenants running with the Property as more fully described in the Agreement.

AGREEMENT

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

1. City's General Plan Update. Owner did not object to the 2030 General Plan Update or the voter ratification thereof, including the provision for the general location of the proposed SR30 freeway across the Rigby Lots of the Hillcrest PAD.

2. Timing of Rigby Acquisition. Subsection 1.2(A) of the Agreement is hereby deleted in its entirety (other than the title thereto) and replaced with the following:

The City completed the Rigby Acquisition pursuant to the Final Order of Condemnation entered by the Superior Court of Arizona, in and for the County of Maricopa, Cause No. CV2009-003060, dated August 11, 2011 (the "Rigby Completion Date"). The Owner agrees that completion of the Rigby Acquisition (i) was timely as it relates to the Owner's needs for water service to the Rigby Lots and (ii) triggers the Owner's obligation to pay the Owner's Pro Rata Share according to the timing requirements set forth in Subsection 1.2(B) below. The Owner's obligation to pay the Owner's Pro Rata Share shall survive termination of this Agreement.

3. Timing of Owner Pro Rata Share. The last sentence of Subsection 1.2(B) of the Agreement is hereby deleted and replaced with the following:

In consideration of the City completing the Rigby Acquisition as set forth in subsection 1.2(A) above, Owner shall pay to the City the Owner Pro Rata Share, as follows:

- (i) \$217,600.00, representing 50% of the Aggregate Installment Amount (as defined in Section 1.2(C)), due and payable on the earlier to occur of (a) five business days prior to the date of recording of the first of a series of final plats with respect to the Hillcrest PAD (each a “Final Plat”) or (b) December 31, 2015; and
- (ii) \$100,000.00, as a portion of the Aggregate Installment Amount, due and payable on the earlier to occur of (a) five business days prior to the date of recording of the second Final Plat or (b) December 31, 2017; and
- (iii) \$117,600.00, representing the balance of the Aggregate Installment Amount, due and payable on the earlier to occur of (a) five business days prior to the date of recording of the third Final Plat or (b) December 31, 2019; and
- (iv) 17% of the total of “Future Payment Amounts” (as defined in the Settlement Agreement between the City and Rigby Water Company dated September 7, 2010) paid by the City to Rigby Water Company through December 31, 2020, which amounts shall be paid to the City not later than January 31, 2021; provided, however, that in no event shall the aggregate total of the Future Payment Amounts and the Aggregate Installment Amount be greater than \$600,000.

4. Owner Pro Rata Share. Section 1.2(C) of the Agreement is hereby modified by addition of the following after the current last sentence:

Payment by Owner to the City of the amount of \$435,200 (the “Aggregate Installment Amount”) in accordance with the installment schedule set forth above in Section 1.2(B), in addition to any applicable Future Payment Amounts, shall satisfy the obligation to pay the Owner’s Pro Rata Share.

5. Modification of Agreement Term. Section 1.5 of the Agreement is hereby deleted in its entirety (other than the title thereto) and replaced with the following:

This Agreement shall become effective upon the Effective Date and the Owner, its successors and assigns, shall have the right to implement development on the Annexation Land and the Additional Land in accordance with this Agreement for a period of 15 years from the Effective Date, after which time this Agreement shall automatically terminate as to the Annexation Land without the necessity of any notice, agreement, or recording by or between the Parties (the “Term”).

6. Preliminary Plat Extension. The approval of the Hillcrest PAD Preliminary Plat (Case No. PP-07-3) is hereby extended to December 31, 2015. Submission of a substantially complete final plat prior to the expiration of the extension described in the immediately preceding sentence for any portion of the Hillcrest PAD shall preserve the validity of the Preliminary Plat for the Hillcrest PAD; provided, however, that the validity of such final plat is

contingent upon the Owner (or Owner's successors and assigns) processing such final plat with reasonable diligence for approval by the City, but in no event (unless administratively extended by the City Manager or authorized designee) for longer than 24 months after such final plat is submitted to the City for approval. The provisions of this Section 6 shall supersede the time periods established in Section 8 of the First Amendment.

7. 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.

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

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

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

11. Recording of Amendment. Within ten days after execution of this Second Amendment by the City, such Second Amendment shall be recorded in the Maricopa County Recorder's Office.

[SIGNATURES ON FOLLOWING PAGES]

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

“Owner”

EVERGREEN-HILLCREST LLC, an Arizona limited liability company

By: Evergreen Communities, LLC, an Arizona limited liability company, its Manager

By: Andrew Skipper
Andrew Skipper, its Manager

CONSENTED TO and APPROVED BY:

COMERICA BANK

By: [Signature]
Stephen Leskovsky
Its: Assistant Vice President-Western Market

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me November 8th, 2012, by Andrew Skipper, who acknowledged that he signed the foregoing instrument as manager on behalf of the Evergreen Communities, LLC, in its capacity as manager of EVERGREEN-HILLCREST LLC.



Peggy Doane
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES }

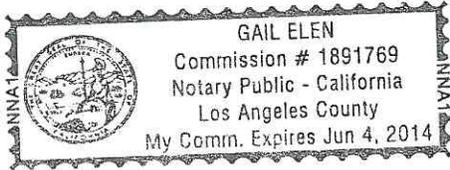
On NOVEMBER 9, 2012 before me, GAIL ELEN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHEN LESKOVSKY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Gail Elen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

Document Date: November 8, 2012 Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



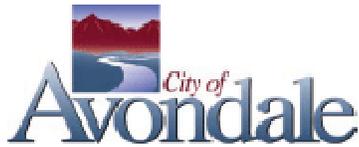
Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



CITY COUNCIL REPORT

SUBJECT:
2012 Avondale Transportation Plan

MEETING DATE:
December 3, 2012

TO: Mayor and Council
FROM: Charles Andrews, P.E., Assistant City Engineer, 623-333-4216
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council approve the 2012 edition of the City of Avondale's Transportation Plan.

BACKGROUND:

On August 13, 2012, staff provided an overview to the Mayor and City Council on the 2012 update of the City of Avondale's Transportation Plan. The following items were discussed: existing level of service (LOS) on city streets, future LOS, transit routes, pedestrian facilities, bicycle facilities, existing and proposed truck routes, and transportation plans and needs based upon the adopted 2030 General Plan, economic and population trends. As a result, Council directed staff to obtain input from Avondale residents.

DISCUSSION:

Based on feedback from Council, staff prepared a survey/questionnaire for resident feedback. The survey consisted of the proposed 2012 Transportation Plan recommendations and provided an opportunity for comments/feedback.

At the October 12, 2012 Resident Appreciation Night event, staff handed out the surveys and discussed the Transportation Plan update with residents.

A summary of the comments is provided below:

- We need more beautiful landscape like we already have along McDowell Road (99th Avenue)
- Build a sidewalk at Avondale Boulevard and MC 85
- Make school crossings safer by adding red light signals
- Add more bike lanes

The feedback was positive and valuable. Overall, citizens were in agreement with all of the proposed recommendations. The proposed recommendations are as follows:

- Move to adopt the recommended truck route plan for the City.
- Develop (refine) and adopt a complete streets policy.
- McDowell Road - continue previous improvement to provide a six-lane arterial cross section from 99th Avenue to Avondale Boulevard (or 119th Avenue) and implement a 4-lane arterial cross section west of 119th Avenue to Dysart Road. Forgo bridge widening at McDowell Road and the Aqua Fria River.
- Van Buren Street, based upon impacts to businesses and costs - implement a four-lane roadway cross-section from Dysart Road to La Jolla.

- 107th Avenue-implement a six-lane roadway cross-section from McDowell Road to MC85.
- Dysart Road - based upon impacts to businesses, utilities and costs-implement a four-lane roadway cross-section from Van Buren to MC85.
- Improvements of roadway segments at the periphery of the City should be coordinated, to the extent possible, with adjacent cities/agencies to provide for fluid improvements (and possible cost-sharing) so that road users perceive a more immediate realization of comprehensive corridor improvements.
- Implement the following bridge recommendations:
 1. Partner with the Maricopa County and widen the existing Indian School Road bridge from an existing 4-lanes to 6-lanes (Priority No.1)
 2. Do not implement funding for a vehicular and pedestrian bridge at Thomas Road and the Agua Fria River at this time
 3. Forgo the widening of the Van Buren bridge at the Agua Fria River at this time.
 4. Forgo the widening of the McDowell Road bridge at the Agua Fria River at this time.
 5. Initiate a preliminary engineering study for a low flow crossing at Dysart Road and the Agua Fria River including a structures selection report for a future bridge crossing (Priority No. 2).
 6. Initiate rights-of-way acquisition for the future Dysart Road alignment from Harrison to the future low-flow crossing over the Agua Fria. (Priority No.3).

BUDGETARY IMPACT:

There is no immediate financial impact.

RECOMMENDATION:

Staff recommends the Mayor and City Council approve the 2012 edition of the City of Avondale's Transportation Plan.

ATTACHMENTS:

Click to download

[Transporation Plan](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/31247>