

# CITY COUNCIL AGENDA

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

**SPECIAL MEETING**  
**March 4, 2013**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

**1 ROLL CALL**

**2 EXECUTIVE SESSION**

- a. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding Winners Development Company vs City of Avondale.

**3 ADJOURNMENT**

Respectfully submitted,

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

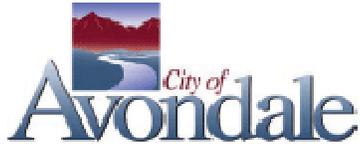
Carmen Martinez  
City Clerk

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

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

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

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres pueden ejercer 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:**  
EXECUTIVE SESSION

**MEETING DATE:**  
March 4, 2013

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

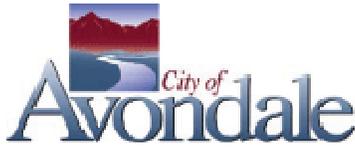
**PURPOSE:**

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding Winners Development Company vs City of Avondale.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
March 4, 2013  
7:00 PM

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

**1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**

**2 UNSCHEDULED PUBLIC APPEARANCES**

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

**3 CONSENT AGENDA**

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

**a. APPROVAL OF MINUTES**

1. Work Session of February 19, 2013
2. Regular Meeting of February 19, 2013

**b. RESOLUTION 3093-313 - AMENDMENT TO THE WESTCAPS MULTI-PARTY AGREEMENT**

City Council will consider a resolution to amend the WESTCAPS Multi-Party Agreement to lengthen the existing term of the agreement and delegate the City Manager the authority to approve further extensions without Council approval and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**c. RESOLUTION 3094-313 AND ORDINANCE 1513-313 - DECLARING AS A PUBLIC RECORD THE DISPOSITION OF UNCLAIMED PROPERTY IN POLICE POSSESSION AND AMENDING CHAPTER 20 TO INCORPORATE THE SAME**

City Council will consider a resolution declaring as a public record the document filed with the City Clerk titled "City of Avondale Disposition of Unclaimed Property in Police Possession Policy, March 4, 2013" and an ordinance amending the Avondale City Code, Chapter 20 by adding a new article IV relating the disposition of unclaimed personal property in the possession of the Police Department and adopting the policy. The Council will take appropriate action.

**d. ORDINANCE 1514-313 - WATERLINE EASEMENT AND ABANDONING PORTIONS OF WATERLINE EASEMENT AT GATEWAY CROSSING**

City Council will consider an ordinance accepting the dedication of a waterline easement and abandoning portions of a waterline easement at Gateway Crossing and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

**4 SUMMARY OF LAWS 2012, CHAPTER 332 TPT PORTAL**

City Council will receive an update from Tom Belshe, Executive Director of the League of Arizona Cities and Town regarding Laws 2012, Chapter 332 which was enacted to allow the state and cities and towns to work together to create an online portal for taxpayers to pay municipal TPT and affiliated use taxes. For information, discussion and direction only.

**5 VALLEY OF THE SUN YMCA PRESENTATION**

Staff from the Valley of the Sun YMCA will provide a presentation on its educational programs and discuss the impact of those programs on Avondale and other youth participants. For information and discussion only.

**6 DISCUSSION OF THE BIDDING PROCESS TO BE USED FOR THE RECYCLING MATERIALS PROCESSING CONTRACT**

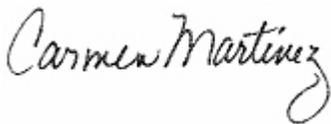
City Council will receive information regarding the bidding options for the City's recycling materials processing contract. Staff is seeking direction on the preferred bidding process for this contract. For information, discussion and direction.

**7 PUBLIC HEARING AND ORDINANCE 1515-313 – COLDWATER DEPOT III PAD REZONING (PL-12-0205)**

City Council will hold a public hearing and consider a request by Ms. Cathy Thuringer, Trammell Crow Company, to adopt an Ordinance amending the zoning atlas for 12.86 gross acres of real property by adopting the Coldwater Depot III Planned Area Development (PAD) Development Plan and Program. The undeveloped property is located approximately 190 feet north of the northeast corner of Van Buren Street and 127<sup>th</sup> Avenue. The Council will take appropriate action.

**8 ADJOURNMENT**

Respectfully submitted,



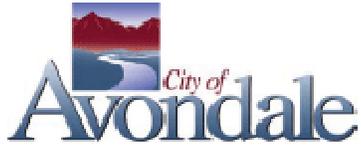
Carmen Martinez  
City Clerk

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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:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
March 4, 2013

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

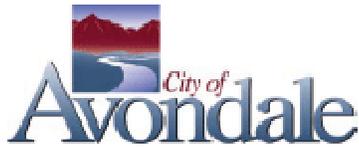
**PURPOSE:**

1. Work Session of February 19, 2013
2. Regular Meeting of February 19, 2013

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3093-313 - Amendment to the WESTCAPS Multi-Party Agreement

**MEETING DATE:**

March 4, 2013

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this Council Report is to request the City Council approve Resolution 3093-313 an amendment to the WESTCAPS Multi-Party Agreement that will lengthen the existing term of the agreement and delegate the City Manager the authority to approve further extensions without Council approval.

**BACKGROUND:**

WESTCAPS began in 1997 as a group of West Salt River Valley (WSRV) Central Arizona Project (CAP) subcontractors collaborating to develop alternatives for managing water resources, with an emphasis on CAP utilization, through partnerships and cooperative efforts in regional water resource planning.

The City of Avondale began participating in WESTCAPS in 2004. Other WESTCAPS members include: Arizona Water Company, the Town of Buckeye, the City of El Mirage, EPCOR Water, Arizona, Inc. (formerly Arizona American Water Company), Global Water Resources, Inc., the City of Goodyear, the City of Peoria, and the City of Surprise. The group meets monthly to discuss current water resource issues and work on development of studies and reports unique to its members.

In 2010, WESTCAPS members formalized their activities by developing a multi-party agreement. This agreement was approved by the Avondale City Council on April 5, 2010. By its terms, the agreement became effective on February 12, 2010 and extended through June 30, 2012, this agreement allowed members to renew the term of the agreement for an additional three years.

**DISCUSSION:**

The current amendment will extend the multi-party agreement from July 1, 2012 to June 30, 2016 and allow the Management Committee to renew for additional consecutive 4 year terms. The Management Committee will be comprised of one representative, typically the City or Town Manager, of each Party.

The agreement begin date is July 1, 2012 to match the Agreement date with the Fiscal Year in which funds were allocated and spent for the purposes contemplated by the Agreement. Additionally, in order to comply with the IGA Statute, which prohibits extension terms which are longer than the original agreement, and to preserve the municipal parties' ability to renew for full, four-year renewal terms, which the municipalities could not do under the expired agreement.

The amendment also increases the annual contribution of \$3,200 to \$4,000 for each Party to secure the services of a project manager (Director) who provides organizational and administrative services to the group.

**BUDGETARY IMPACT:**

The funds for the annual contribution of \$4,000 are available in the Water Resources operating budget account number 501-9112-00-6500 (Memberships).

**RECOMMENDATION:**

Staff recommends that City Council approve Resolution 3093-313 an amendment to the WESTCAPS Multi-Party Agreement that will lengthen the existing term of the agreement and delegate the City Manager the authority to approve further extensions without Council approval.

**ATTACHMENTS:**

Click to download

[Resolution 3093-313](#)

**RESOLUTION NO. 3093-313**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE WESTCAPS MULTIPARTY AGREEMENT RELATING TO JOINT FUNDING OF COOPERATIVE EFFORTS TO CONDUCT REGIONAL WATER AND WASTEWATER PLANNING FOR THE WEST VALLEY.

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

SECTION 1. The WESTCAPS Multiparty Agreement relating to joint funding of cooperative efforts to conduct regional water and wastewater planning for the West Valley (the “Agreement”) is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, March 4, 2013.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3093-313

[Agreement]

See following pages.

## WESTCAPS MULTIPARTY AGREEMENT

THIS WESTCAPS MULTIPARTY AGREEMENT (this “Agreement”) is made and entered into as of July 1, 2012 by and among Arizona Water Company, an Arizona corporation, the City of Avondale, an Arizona municipal corporation, the Town of Buckeye, an Arizona municipal corporation, the City of El Mirage, an Arizona municipal corporation, EPCOR Water Arizona Inc., an Arizona corporation, Global Water, LLC, a Delaware limited liability company, the City of Goodyear, an Arizona municipal corporation, the City of Peoria, an Arizona municipal corporation, and the City of Surprise, an Arizona municipal corporation (collectively, the “Parties” and, individually, a “Party”).

### RECITALS

- A. For purposes of this Agreement, the West Salt River Valley of Maricopa County, Arizona (the “West Valley”) encompasses roughly the area in Maricopa County west of Interstate Highway 17.
- B. There are several public and private entities located in the West Valley that are public utility water providers and municipal water providers.
- C. The Arizona Groundwater Management Act (A.R.S. §§ 45-401 *et seq.*) establishes a goal of achieving safe groundwater yield by 2025 for the Phoenix Active Management Area (the “AMA”), which includes the West Valley.
- D. It is recognized that the preservation of groundwater supplies is of utmost importance.
- E. The full utilization of Central Arizona Project (“CAP”) water and other renewable water supplies within the West Valley is deemed critical to the continued economic development, urbanization and growth of the West Valley.
- F. In addition to the full utilization of CAP water within the West Valley, additional renewable water supplies, including but not limited to, reclaimed water, will need to be utilized to meet projected water demands within the West Valley.
- G. West Valley regional solutions may be necessary for the treatment, storage and delivery of CAP water and for the identification, securing and development of other renewable water supplies to facilitate the continued economic development, urbanization and growth of the West Valley.
- H. The Parties desire to set forth in this Agreement the procedures for (i) their joint funding of cooperative efforts to conduct regional water and wastewater planning for the West

Valley and (ii) selecting one of the Parties to serve as the lead management entity for the Parties in carrying out the purpose and intent of this Agreement (the “Lead Party”).

- I. The Parties recognize that several Parties to this Agreement are governmental entities and that this Agreement is subject to the provisions of A.R.S. 11-592.

## AGREEMENT

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

### 1.0 COMMITTEES:

#### 1.1 MANAGEMENT COMMITTEE:

- 1.1.1 The Purpose of the Management Committee is to provide oversight and direction to accomplish the broad objectives of WESTCAPS. WESTCAPS is a coalition whose members come together voluntarily to discuss regional water issues, engage in regional water resource management planning and where appropriate plan and implement joint projects.
- 1.1.2 The Management Committee will be comprised of one representative of each Party (“MC Member”). Each MC Member will have one vote. If a MC Member is unable to attend a meeting, the MC Member may delegate the MC Member’s authority to another to act on the MC Member’s behalf at a Management Committee meeting. Each Party must notify the Lead Party, in writing, of the identity of the Party’s representative, and any delegation of authority made when a MC Member is unable to attend a Management Committee Meeting. Unless otherwise stated in the written notice to the Lead Party, the delegation of authority from the Party’s representative will expire at the end of the Management Committee meeting for which the delegation was made.
- 1.1.3 A majority of the members of the Management Committee will constitute a quorum for the transaction of business.
- 1.1.4 The affirmative votes of two-thirds of a quorum of the Management Committee present at a properly-noticed Management Committee Meeting will be necessary to pass any action brought before the Management Committee.
- 1.1.5 The Management Committee will annually elect one MC Member as Chairman of the Management Committee and another as Vice-Chairman of the Management Committee.

- 1.1.6 Notice of all Management Committee meetings must be in writing and state the place, date, and hour of each meeting of the Management Committee, together with a description of the purpose or purposes for which the meeting is called. The Lead Party is responsible to provide such notice, upon its own initiative or at the direction of any MC Member. The Planning Committee, described below, may submit agenda items to the Management Committee for consideration and action at a duly noticed Management Committee meeting pursuant to the terms of this Agreement. Each written notice of a Management Committee meeting will be provided by the Lead Party to each member not less than ten (10) days before the date of the meeting, unless a greater period of time is required by law in a particular case. If mailed, such notice shall be deemed to be given when deposited in the United States mail.
- 1.1.7 The Management Committee will annually elect a Public Meeting Coordinator which position shall be filled by a Party that is a municipality. There is no limit to the number of consecutive terms a Party may serve as the Public Meeting Coordinator. The Public Meeting Coordinator will be responsible for ensuring that all meetings of the Management Committee are publically noticed and conducted in compliance with applicable provisions of A.R.S. §§38-431 through 38-431.09, inclusive, or any successor statutes, all of which supersede any inconsistent provisions of this Agreement.
- 1.1.8 The Chairman will be the presiding officer at all duly called meetings of the Management Committee. During any absence or disability of the Chairman, the Vice-Chairman will act as the Chairman, and during any absence or disability of both the Chairman and the Vice-Chairman, the Management Committee will elect a presiding officer for such meeting. The Chairman's and Vice-Chairman's responsibilities are not delegable by the Chairman or Vice-Chairman, respectively.
- 1.1.9 Subject to a general requirement that all proceedings of the Management Committee be conducted in accordance with applicable law, the Management Committee will establish rules for its proceedings. Proceedings for items not specifically covered by applicable law, the rules set forth in this Agreement or rules duly adopted by the Management Committee will be conducted by the presiding officer of the applicable meeting of the Management Committee by reference to the then current version of a publication known as "Robert's Rules of Order."

## 1.2 PLANNING COMMITTEE:

- 1.2.1 The Planning Committee works together to identify priorities, develop and review planning projects and discuss other issues related to regional water resource management.
- 1.2.2 The Planning Committee will be comprised of one representative of each Party ("PC Member"). Each PC Member will have one vote. If a PC

Member is unable to attend a meeting, the member may delegate the PC Member's authority to another to act on the PC Member's behalf at a Planning Committee meeting. Each Party must notify the Lead Party, in writing, of the identity of the Party's representative, and any delegation of authority made when a PC Member is unable to attend a Planning Committee Meeting. Unless otherwise stated in the written notice to the Lead Party, the delegation of authority from the Party's representative will expire at the end of the Management Committee meeting for which the delegation was made

- 1.2.3 A majority of the members of the Planning Committee will constitute a quorum for the transaction of business.
- 1.2.4 The affirmative votes of two-thirds of a quorum of the Planning Committee present at a properly noticed Planning Committee meeting will be necessary to pass any action brought before the Planning Committee.
- 1.2.5 The Planning Committee will annually elect one PC Member as Chairman of the Planning Committee and another as Vice-Chairman of the Planning Committee. There is no limit to the number of consecutive terms a PC Member may serve as the Chairman of the Planning Committee or Vice-Chairman of the Planning Committee.
- 1.2.6 Notice of all Planning Committee meetings must be in writing and state the place, date, and hour of each meeting of the Planning Committee, together with a description of the purpose or purposes for which the meeting is called. The Lead Party is responsible to provide such notice, upon its own initiative or at the direction of any PC Member. Each written notice of a Planning Committee meeting will be provided by the Lead Party to each Party not less than ten (10) days before the date of the meeting, unless a greater period of time is required by law in a particular case. If mailed, such notice shall be deemed to be given when deposited in the United States mail.
- 1.2.7 The Public Meeting Coordinator, as selected pursuant to Section 1.1.7 above, will be responsible for assuring that all meetings of the Planning Committee are conducted in compliance with applicable provisions of A.R.S. §§38-431 through 38-431.09, inclusive, or any successor statutes, all of which supersede any inconsistent provisions of this Agreement.
- 1.2.8 The Chairman will be the presiding officer at all duly called meetings of the Planning Committee. During any absence or disability of the Chairman, the Vice-Chairman will act as the Chairman, and during any absence or disability of both the Chairman and the Vice-Chairman, the Planning Committee will elect a presiding officer for such meeting. The Chairman's and Vice-Chairman's responsibilities are not delegable by the Chairman or Vice-Chairman, respectively.

- 1.2.9 Subject to a general requirement that all proceedings of the Planning Committee be conducted in accordance with applicable law, the Planning Committee will establish rules for its proceedings. Proceedings for items not specifically covered by applicable law, the rules set forth in this Agreement or rules duly adopted by the Planning Committee will be conducted by the presiding officer of the applicable meeting of the Planning Committee by reference to the then current version of a publication known as “Robert’s Rules of Order.”

## 2.0 PARTIES’ RESPECTIVE RESPONSIBILITIES:

### 2.1 THE LEAD PARTY:

- 2.1.1 The Lead Party will be elected by the Management Committee annually. There is no limit to the number of consecutive terms a Party may serve as the Lead Party. The Lead Party will serve at the pleasure of the Management Committee and may be removed or replaced at any duly called meeting of the Management Committee; provided, however, that upon such removal the Management Committee shall immediately elect a new Lead Party which shall assume the former Lead Party’s obligations under the Director Consulting Agreement described in subsection 2.1.4 below. The Lead Party shall cooperate with and consent to the assignment of the Director Consulting Agreement to the new Lead Party. EPCOR will serve as the initial Lead Party.
- 2.1.2 The Lead Party will serve as the secretary to the Management Committee and the Planning Committee and, in that capacity, will record the proceedings of the meetings of the Management Committee and the Planning Committee, and will give notice as required by this Agreement of all such meetings. The Lead Party will maintain custody of all books, records, and papers of the Management Committee and the Planning Committee, except any such items that, at the direction of the Management Committee or the Planning Committee, as the case may be, are placed in the custody of another person or entity. The Lead Party shall also have such other powers and perform such other duties as traditionally are incident to the office of the secretary of an Arizona corporation or as shall from time to time be prescribed by, or pursuant to authority delegated by, the Management Committee or the Planning Committee.
- 2.1.3 The Lead Party will serve as the treasurer to the Management Committee and the Planning Committee and, in that capacity, will receive funds from the Parties and other sources, disburse funds pursuant to this Agreement and its agreement with the Director (as defined below), keep full and accurate accounts of the receipts and disbursements of the Management Committee and the Planning Committee, and keep on deposit all moneys and other valuable effects of the Management Committee and the Planning Committee to the credit of the Management Committee and the Planning Committee. The Lead Party shall also have such other powers and

perform such other duties as are incident to the office of the treasurer of an Arizona corporation or as shall from time to time be prescribed by, or pursuant to authority delegated by, the Management Committee or the Planning Committee.

- 2.1.4 Upon the Management Committee's approval of a consulting agreement with the Director (the "Director Consulting Agreement") or any other agreement for the support of this Agreement, the Lead Party will enter into the Director Consulting Agreement or such other agreement; provided, however, that the Lead Party's financial liabilities and obligations under the Director Consulting Agreement or such other agreement shall be limited exclusively to funds from time to time on deposit with the Lead Party from the Parties and pursuant to the terms of this Agreement. The Director Consulting Agreement shall specifically include a provision relating to the limits upon the Lead Party's ability to pay the amounts agreed to in the Director Consulting Agreement.

## 2.2 THE PARTIES GENERALLY:

The Parties to this Agreement agree to fund the matters and activities contemplated in this Agreement, including without limitation, payments to be made by the Lead Party to the Director. Notwithstanding the foregoing, the Parties to this Agreement that are municipalities will make their respective payments with funds that are, by law, subject to appropriation in the budgets of the respective municipalities on a fiscal year basis. Therefore, the payment obligations of the municipal Parties to this Agreement are expressly conditioned upon such appropriation. Accordingly, subject to the foregoing condition, each Party hereby agrees to provide its respective annual financial support as set forth on Exhibit A to this Agreement. Each Party shall make its initial annual financial support payment concurrently with the later of (i) ten days after the effectiveness of this Agreement, or (ii) its execution of this Agreement. In years subsequent to execution of this agreement, fees may be increased or decreased upon approval of the Management Committee. This vote shall be taken on or before January 15<sup>th</sup> of each year, allowing sufficient time for each Party to include its portion of such payments in its annual budget for the subsequent fiscal year. Each Party shall make its subsequent annual financial support payments on or before each July 15<sup>th</sup> occurring after the effectiveness of this Agreement. All annual financial support payments shall be payable to the Lead Party, in its role as treasurer to the Management Committee. If any Party fails to timely satisfy any of its payment obligations under this Agreement, that Party shall not, so long as such payment remains overdue and unpaid, be entitled to participate in any meetings of the Management Committee or the Planning Committee or to receive any information that otherwise is or is to be generally available to the Parties.

- 2.3 The Lead Party will advise the Management Committee when a Party fails to meet its payment obligations under this Agreement and schedule the issue to be

addressed at the next Management Committee meeting.

### 3.0 THE DIRECTOR:

- 3.1 During the term of this Agreement, and from time to time at the request of the Management Committee, the Planning Committee will recruit and recommend a candidate or list of candidates for the person or entity to serve as the administrator of WESTCAPS on behalf of the Parties (the “Director”), who shall serve at the pleasure of the Management Committee.
- 3.2 The Management Committee will from time to time approve the selection of the Director to be retained by the Lead Party pursuant to this Agreement.
- 3.3 At the Management Committee’s direction, the Lead Party will enter into the Director Consulting Agreement which will provide, among other things, for the Director to carry out the written work plan developed by the Planning Committee and approved by the Management Committee. The specific terms of the Director Consulting Agreement shall be approved by the Management Committee and the Lead Party prior to execution by the Lead Party. For purposes of this Agreement, such written work plan, as the same may be amended, supplemented or superseded from time to time, subject in each instance to approval by the Management Committee, is referred to as the “Work Plan.”
- 3.4 The Planning Committee will supervise and direct the Director consistent with the provisions of the then-effective Director Consulting Agreement. Without limiting the generality of the foregoing, the Director will be responsible under the Director Consulting Agreement for implementation of the Work Plan. The Management Committee will review and determine the acceptability of any final recommendation made by the Director in respect of the Work Plan or relating to the Director Consulting Agreement.

### 4.0 BUDGET AND FINANCIAL REPORTING:

- 4.1 The Director and Lead Party (in its role as Treasurer), in cooperation with the Planning Committee, shall prepare and present to the Management Committee, by November of each year, a Preliminary Budget for the subsequent fiscal year, a Five-Year Financial Forecast, Fund Balance Reports and Year-end Expenditure Report.
  - 4.1.1 The Preliminary Budget shall include all funding sources, operational and maintenance expenses, as well as planned capital costs for the subsequent year.
  - 4.1.2 The Five-Year Financial Forecast shall include projected revenues, operational and maintenance expenses, and capital costs for five years following the Preliminary Budget. The Five-Year Financial Forecast will be used to prepare future years’ annual budgets.

- 4.1.3 A Fund Balance Report shall provide a projection of annual fund balances through the period covered by the Five-Year Financial Forecast and shall include recommendations regarding the adequacy of the fund balance reserve.
  - 4.1.4 Year-end Expenditure Reporting shall include an accounting of the actual cost of the operation, maintenance and capital expenditures compared to budgeted expenditures and fees assessed to Members.
  - 4.2 All significant issues and financial assumptions influencing the preparation of these reports shall be detailed and included as a part of the presentation. The Management Committee shall adopt each subsequent fiscal year's final operational and capital budget by December of the prior fiscal year. A copy of the adopted budget shall be provided to all Members.
- 5.0 TERMINATION OF AGREEMENT; ADDITION OF PARTIES:
- 5.1 TERMINATION OF AGREEMENT:
    - 5.1.1 **BY THE MANAGEMENT COMMITTEE:** The Management Committee may terminate this Agreement at any time, which will also simultaneously effect the termination of the Director Consulting Agreement and a provision specifically allowing for such immediate termination shall be included in the Director Consulting Agreement. Upon any such termination of this Agreement, the Lead Party will give written notice to the Director that the Director Consulting Agreement is terminated. In the event of the termination of this Agreement, all obligations of the Parties under this Agreement will terminate, except for any obligations of any of the Parties to pay any amount or to provide any services under this Agreement that accrued prior to such termination and remain unfulfilled as of such termination. Notwithstanding anything to the contrary elsewhere in this Agreement, this Agreement is subject to the provisions of A.R.S. § 38-511
    - 5.1.2 **BY A PARTY:** Any Party may, at any time, terminate its participation in this Agreement by giving written notice of such termination to the Chairman of the Management Committee and to the Lead Party. Upon delivery of any such notice, the terminating Party will automatically cease to be a Party from that date forward. The terminating Party will not be entitled to any refund of contributions already paid pursuant to this Agreement.
    - 5.1.3 **FOR NON-PAYMENT OF CONTRIBUTIONS:** A Party that has not paid its contribution by August 1 of each year will be given notice by the Lead Party of such failure, and must include the amount owed, a copy of which must be sent to the Management Committee Chair and the Director. A Party who fails to pay its contribution due under this Agreement within 30 days of receiving a notice will be deemed to have voluntarily terminated its participation in this Agreement.

5.2 ADDITION OF PARTIES:

- 5.2.1 The addition of parties to this Agreement must be approved by the Management Committee.
- 5.2.2 Notwithstanding the provisions of Section 1.1.4, above, approval of admission of a new Party shall require (i) that proper notice be given each member in the manner set forth in Section 1.1.6, above, specifically identifying the proposed new Party, and (ii) the affirmative vote of the majority of the Management Committee members present at such meeting.
- 5.2.3 Upon approval of any such municipality's or entity's admission as a Party by the Management Committee, and payment by such municipality or entity of its first year's contribution under this Agreement, as such contribution is established by the Management Committee, such municipality or entity may execute this Agreement. For all purposes of this Agreement, such municipality or entity shall be a Party after such execution of this Agreement.

5.3 DISPOSITION OF PROPERTY UPON TERMINATION:

The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

6.0 TERM OF THE AGREEMENT:

- 6.1 From and after the date first set forth above, this Agreement will remain in effect until June 30, 2016, unless terminated earlier in accordance with its terms.
- 6.2 Prior to the expiration or termination of this Agreement, the Management Committee may renew the term of this Agreement for additional consecutive terms of 4 years each by affirmative vote in accordance with this Agreement.

7.0 HOLD HARMLESS AND INSURANCE:

- 7.1 To the extent permitted by law, each Party will hold every other Party harmless for, from and against, and will be solely responsible for, its own negligent acts or omissions by reasons of its operations under this Agreement.
- 7.2 The Parties acknowledge and agree that the Director Consulting Agreement shall not be submitted to the Management Committee for approval, and shall not be approved by the Management Committee, unless it contains express written provisions requiring the Director to (i) indemnify, defend and hold harmless the Parties, including the Lead Party in that capacity, and each of their respective mayors, council members, directors, officers, agents, employees, (collectively, the "Indemnified Parties") for, from and against the Director's negligent acts or, omissions or intentional misconduct, and (ii) to include the Indemnified Parties

as additional named insured parties under the insurance required to be provided by the Director under the Director Consulting Agreement.

8.0 RECORD RETENTION:

To the extent required by law, the Parties agree to abide by the record retention provisions of A.R.S. §§39-121 *et. seq.* and 41-151 *et. seq.*

9.0 NON-DISCRIMINATION:

The Parties agree to be bound by applicable state and federal rules and laws governing equal employment opportunity and non-discrimination.

10.0 SUCCESSORS AND ASSIGNS:

This Agreement will extend to, and be binding upon, the successors and assigns of the Parties hereto. There are no third party beneficiaries under this Agreement.

11.0 NOTICES:

Unless otherwise specified in this Agreement, all correspondence required or desired to be given between the Parties regarding this Agreement will be in writing and will be delivered in person or sent by United States mail, postage prepaid, to the persons and to the addresses specified in Exhibit B. Notices will become effective upon delivery, if delivered in person, or, if given by United States mail, forty-eight (48) hours after being mailed as provided above.

12.0 GOVERNING LAWS:

This Agreement will be governed and construed in accordance with the laws of the State of Arizona.

13.0 AUDIT CLAUSE:

Upon reasonable written notice, any Party at its expense will have the right, at all reasonable times, to review and audit the books, records, documents, fees, billings, and premiums of the Lead Party directly connected with this Agreement. Any such audit may be conducted by an employee of, or an independent accountant designated by, the auditing Party. The Lead Party will cooperate fully with any such audit. This right to audit will extend for a period of five (5) years following the date of each payment under this Agreement. The Lead Party will retain all necessary records and documentation during this audit period. The foregoing will not be construed to permit a general audit of the Lead Party's records. Information obtained by a Party's representatives in examining the Lead Party's applicable records to verify the fees or billings will not be disclosed to third parties without the prior written consent of the Lead Party, unless in response to compulsory judicial or regulatory process or state law and after giving the Lead Party written notice as much in advance as possible or unless disclosed in connection with legal or other similar proceedings by a Party to enforce its rights under this Agreement.

14.0 SEVERABILITY OF PROVISIONS:

If any part of this Agreement is unenforceable, such unenforceability will not extend beyond the part affected. Unless otherwise agreed to by the Parties, the unaffected part of this Agreement will continue in full force and effect and will be binding upon the Parties hereto.

15.0 DISPUTE RESOLUTION:

In the event that a dispute between or among the Parties should arise pursuant to this Agreement, to the extent required by law, and subject to applicable jurisdictional amounts, such dispute shall be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration and A.R.S. § 12-1518; provided that any Party, whether a public body or not, may invoke the provisions of such statute.

16.0 COUNTERPART:

This Agreement may be executed in any number of counterparts, each of which counterparts shall constitute an original of this Agreement and all of which counterparts together will constitute a single instrument and agreement of the Parties.

17.0 E-VERIFY, RECORDS AND AUDITS:

To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Parties' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement. Each Party retains the legal right to inspect the papers of the other Parties to ensure that the other Parties are complying with the above-mentioned warranty.

18.0 SCRUTINIZED BUSINESS OPERATIONS:

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party to this Agreement that is a municipality certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or 35-393, as applicable. If it is determined by a court of competent jurisdiction that a Party submitted a false certification, that Party's participation in this Agreement shall terminate without any further action by any other Party. This Agreement will remain in full force and effect with respect to the remaining Parties.

19.0 WORKERS' COMPENSATION:

The Parties agree that they are not joint employers for the purpose of workers compensation coverage. To the extent that employees of one municipal Party performs duties on behalf of another municipal Party with respect to the subject matter of this Agreement, such employee shall be deemed to be an "employee" of both public agencies

while performing such duty pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits which may accrue. Each Party to this Agreement that is a municipality shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of the State of Arizona to be employees of both public agencies for the purposes of workers' compensation.

20.0 ENTIRE AGREEMENT; AMENDMENT:

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and no understandings or obligations not expressly set forth in this Agreement regarding such subject matter will be binding upon them. No modification, amendment, alteration, rescission, termination or extension of this Agreement will be valid unless it is signed by all of the Parties; provided, however, that this Agreement may be amended unilaterally for the sole purpose of allowing an additional Party to join in this Agreement. After approval of this Agreement in its entirety each new additional Party shall submit a fully executed signature page, in the form attached hereto, to the Lead Party for distribution to all Parties. The Lead Party will also distribute an updated Exhibit A to all Parties.

21.0 RELATIONSHIP OF THE PARTNERING AGENCIES; AUTHORITY:

Each Party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the others. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

[SIGNATURE PAGES TO FOLLOW, ONE FOR EACH PARTY]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, in each case as of the date indicated below for such Party.

CITY OF GOODYEAR, an Arizona municipal corporation

By: \_\_\_\_\_  
Brian Dalke  
Its: City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF PEORIA, an Arizona municipal corporation

By: \_\_\_\_\_  
Carl Swenson  
Its: City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF SURPRISE, an Arizona municipal corporation

By: \_\_\_\_\_  
Chris Hillman  
Its: City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

TOWN OF BUCKEYE, an Arizona municipal corporation

By: \_\_\_\_\_  
Stephen S. Cleveland  
Its: Town Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

ARIZONA WATER COMPANY, an Arizona  
corporation

By: \_\_\_\_\_  
William M. Garfield  
Its: President and Chief Operating Officer  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Notary (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

EPCOR WATER ARIZONA INC., an Arizona corporation

By: \_\_\_\_\_  
Joe Gysel  
Its: President  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Notary (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

GLOBAL WATER, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Trevor Hill  
Its: President & Chief Executive Officer  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Notary (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

CITY OF EL MIRAGE, an Arizona municipal corporation

By: \_\_\_\_\_  
Spencer Isom  
Its: City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Notary (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

CITY OF AVONDALE, an Arizona municipal corporation

By: \_\_\_\_\_  
Charles P. McClendon  
Its: City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

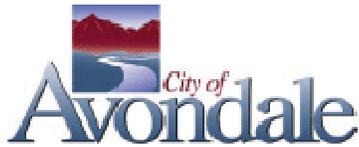
**EXHIBIT A  
FEES**

NAME	AMOUNT OF PARTICIPATION
Arizona Water Company	\$4,000
City of Avondale	\$4,000
Town of Buckeye	\$4,000
City of El Mirage	\$4,000
EPCOR Water Arizona Inc.	\$4,000
Global Water, LLC	\$4,000
City of Goodyear	\$4,000
City of Peoria	\$4,000
City of Surprise	\$4,000

The initial annual contribution of each Party under this Agreement for the fiscal year ending June 30, 2013 is identified in the table above. Subsequent annual contributions will be determined by the Management Committee.

**EXHIBIT B  
NOTICE ADDRESSES**

NAME	ADDRESS
Arizona Water Company	PO BOX 29006, Phoenix, Arizona 85038
City of Avondale	11465 West Civic Center Drive, Avondale, Arizona 85323
Town of Buckeye	530 East Monroe Avenue, Buckeye, Arizona 85326
City of El Mirage	12145 NW Grand Avenue, El Mirage, AZ 85335
EPCOR Water Arizona Inc.	2355 W. Pinnacle Peak Rd., #300, Phoenix, AZ 85027
Global Water, LLC	21410 N 19 <sup>th</sup> Ave, Suite 201, Phoenix, AZ 85027
City of Goodyear	119 N. Litchfield Rd., Goodyear, Arizona 85338
City of Peoria	8401 W. Monroe, Peoria, Arizona 85345
City of Surprise	16000 N. Civic Center Plaza, Surprise, Arizona 85374



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3094-313 and Ordinance 1513-313 -  
Declaring as a Public Record the Disposition of  
Unclaimed Property in Police Possession and  
Amending Chapter 20 to incorporate the same

**MEETING DATE:**

March 4, 2013

**TO:** Mayor and Council  
**FROM:** Kevin Kotsur, Police Chief (623) 333-7201  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance amending the Avondale City Code, Chapter 20 by adding a new Article IV - Disposition of Unclaimed Property in Police Possession - to comply with the amended State law.

**BACKGROUND:**

On February 19, 2013, staff presented the City Council with information on amending the current Avondale City Code, Chapter 20 by adding a new Article IV in relation to the Disposition of Unclaimed Property in Police Possession. The new Article IV will bring the city in compliance with a new State Law.

The Police Department has been operating under Chapter 25, Procurement Code, Article IV - Disposition of Personal Property - of the Avondale City Code for the disposition of unclaimed personal property in police possession. Chapter 25, Article IV establishes the regulations for the disposition of property in the possession of any City department or staff member. Section 25-28 (j) of the Code deals with the Police Department's disposition of firearms. In relation to Chapter 25, the Police Department has adopted an internal policy that requires the Police Department to dispose of unclaimed property in the following manner:

- The Police Department shall advertise unclaimed personal property in the newspaper.
- The Police Department must wait 90 days before disposing of unclaimed personal property.

**DISCUSSION:**

Ariz. Rev. Stat. §§ 12-940- 12-945 provides for the disposition of property in the hands of law enforcement. The older version of the state statutes required the Police Department to petition the court for disposal of all property valued at over \$25.00. In April of 2012, the Legislature passed House Bill 2371, amending various sections of Ariz. Rev. Stat. §§ 12-940 - 12-945, regulating the disposal of property in the possession of law enforcement. The amendments went into effect in August of 2012. The addition of Article IV to Chapter 20 of the Avondale City Code will reflect the changes in the state statutes to the minimum property dollar amount required for posting, court jurisdiction, and owner notification requirements to be utilized by the Police Department in disposing of unclaimed property.

To be in compliance with House Bill 2371, staff is requesting a new Avondale City Code as it relates to unclaimed property in police possession in accordance with the recent changes to Ariz. Rev. Stat. §§ 12-940-12-945.

The new city ordinance will allow the Police Department to dispose of unclaimed property in its possession without requiring approval of a court, with the exception of firearms. The following changes are as follows in accordance with Ariz. Rev. Stat. §§ 12-940-123-945.

- Requires the Police Department to publish notice on the City's website if the owner of the property is unknown and the value of the property exceeds \$150.00 before disposal of the property.
- Allows the Police Department to dispose of unclaimed property by retaining it for use by the Police Department, donating it to a charitable organization, selling it at public auction or destruction. Proceeds from the sale of property shall be deposited into the general fund of the City.
- If the owner of the property is known, the Police Department shall send notice to the owner that he or she must claim the property within 30 days of the notice or the property will be disposed of according to the provisions of the article.
- Allows the Police Department to provide notice to an arrestee that property impounded by the Police Department upon arrest must be claimed by the arrestee or his authorized designee within 30 days from the date of impoundment or the property will be disposed of according to the provisions of the article.
- Establishes an interpleader process to resolve disputes as to ownership of property.
- The new city ordinance will also address the changes as to how firearms will be disposed of in conjunction with the changes to Ariz. Revised Statute. Section 20-60 will address the disposal of firearms in the following manner.

**Firearms Exception - In accordance with the recent changes to ARS:**

If the unclaimed property is a firearm, the Police Department may petition the City of Avondale Municipal Court to order the firearm to be sold to a licensed firearm dealer authorized to receive and dispose of the firearm under federal and state law and that shall sell the firearm to the public according to federal and state law. The Police Department may also trade a firearm that it has retained to a federal firearms licensed business for ammunition, weapons, equipment or other materials to be exclusively used for law enforcement purposes. Proceeds from the sale of a firearm in accordance with this code shall be deposited into the general fund of the City.

**BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Staff recommends adoption of the ordinance amending the Avondale Code, Chapter 20 by adding a new Article IV - Disposition of Unclaimed Property in Police Possession - to comply with the amended State law.

**ATTACHMENTS:**

Click to download

- [Resolution 3094-313](#)
- [Code - Chapter 20 Article IV](#)
- [Ordinance 1513-313](#)

**RESOLUTION NO. 3094-313**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE DISPOSITION OF UNCLAIMED PROPERTY IN POLICE POSSESSION POLICY, MARCH 4, 2013."

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

SECTION 1. That certain document entitled the "City of Avondale Disposition of Unclaimed Property in Police Possession Policy, March 4, 2013," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

**PASSED AND ADOPTED** by the Council of the City of Avondale, March 4, 2013.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

CITY OF AVONDALE  
DISPOSITION OF UNCLAIMED PROPERTY  
IN POLICE POSSESSION POLICY

March 4, 2013

## **Division 1 - General**

20-56 – Applicability.

20-57 – Definitions.

20-58 – Disposal of property, notice.

20-59 – Dispute as to ownership of property; interpleader.

20-56 - Applicability.

This article is intended to provide for the disposition of unclaimed personal property in the possession of the police department. This article shall not include the disposition of contraband narcotic drugs and other contraband articles when the disposition of such personal property is otherwise provided by law.

20-57 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Arrestee” means a person who has been taken into custody by the Police Department.

“Contraband” means any item that in itself is illegal to use, possess or produce.

“Firearm” means any pistol, revolver, rifle, shotgun or other weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, including such weapons in a permanently inoperable condition.

“Jail” means the City of Avondale Jail.

“Municipal Court” or “Court” means the City of Avondale Municipal Court.

“Owner” means the person in whom the ownership, dominion, care, control, management or title of property is vested.

“Property” means personal property of any kind, including money, but specifically excluding real property.

“Police Department” means the City of Avondale Police Department.

“Value” means the reasonable value of the property in its present condition.

20-58 – Disposal of unclaimed property (other than firearms), notice.

- (a) All unclaimed property coming into the possession of the police department, excluding property currently being used as evidence shall be disposed of in the manner provided in this article.
- (b) If the owner of the property is known, the police department shall send notice to the owner that he or she must claim the property within 30 days of the notice or the property will be disposed of in accordance with this article and applicable law. Property remaining unclaimed after the 30-day notice to the owner described in this subsection shall be disposed of according to the provisions of subsection 20-58(f) below.
- (c) Property that is prohibited from accompanying an arrestee to jail will be impounded by the police department for a period of 30 days. The police department shall notify the arrestee upon processing at the jail that the arrestee or his or her authorized designee must claim the property within 30 days from the date the property is impounded. Property remaining unclaimed after the 30-day impound period will be disposed of according to the provisions of subsection 20-58(f) below.
- (d) If the owner of the property is unknown, the value of the property is less than \$150.00 and the property remains unclaimed 30 days after reasonable efforts have been made by the police department to locate and notify the owner, the police department may dispose of the property according to the provisions of subsection 20-58(f) below.
- (e) If the owner of the property is unknown and the value of the property exceeds \$150.00, the police department shall post a notice of disposition containing a description of the property on the city's website. If the property remains unclaimed for 30 days after the posting of the notice, the police department shall dispose of the property according to the provisions of subsection 20-58(f) below.
- (f) Property remaining unclaimed after the required notice periods may be retained for use by the city or the police department, donated to a charitable organization, sold at public auction or destroyed. Proceeds from the sale of property in accordance with this subsection shall be deposited into the general fund of the city. Unclaimed money shall be paid to the city finance department and deposited into the general fund of the city.
- (g) The police department shall maintain a record of all dispositions under this article for a period of 24 months.

20-59 – Dispute as to ownership of property, interpleader.

- (a) If property in the possession of the police department is claimed by more than one person and the police department is unable to determine the true owner, the police department shall file a petition, in the form prescribed in subsection 20-59(b) below, with the municipal court requesting that a hearing be conducted to determine ownership of the property. The police department shall provide a copy of the petition to each person claiming ownership in the manner set forth in subsection 20-59(d) below.
- (b) The petition filed with the municipal court shall set forth the following:
  - (1) The facts establishing the status of the property that is the subject of the dispute.
  - (2) The name and address of each person claiming to have an interest in the property.
  - (3) An accurate description of the property, including any identifying marks or serial numbers, the police identification number(s) and, if applicable, the location where the property was seized and the person from whom it was seized.
  - (4) An account of the efforts employed by the police department to identify and notify the owner(s) of the property.
- (c) If the presiding judge of the municipal court determines that the petition sets forth sufficient cause that a hearing should be held as to ownership of the property, the court shall set a hearing, at which time the persons claiming ownership may appear in support of their claims. Notice of the hearing shall be given to the parties claiming ownership in the manner set forth in subsection 20-59(d) below.
- (d) The petition and notice of hearing shall be served by first class mail, postage prepaid, return receipt requested, upon all persons known to have an interest in the property. Service shall be complete five days after mailing.
- (e) Any person claiming any ownership interest of any kind, or possessory right to the property shall have the right to appear at the hearing or respond in writing by affidavit and present any and all evidence in support of such person's claim to the property. The failure of any such person to appear at such hearing or respond in writing by affidavit shall constitute a waiver of any claim to the property by such person against the city and shall authorize the municipal court to enter a ruling consistent therewith.
- (f) The decision of the municipal court shall be final upon issuance. Any person prevailing in a hearing or uncontested proceeding convened pursuant to this

section shall be entitled to receive the property described in the petition. The claimant shall produce a copy of the signed order of the court in the claimant's favor and appropriate identification to the property custodian to receive the property. The property shall not be released pursuant to this section until the expiration of 20 calendar days from the date of the court's decision. Any property not claimed within 90 days of the court's decision will become property of the city, subject to disposal at its discretion.

- (g) Final decisions of the municipal court are subject to appeal in Superior Court pursuant to Title 22, Chapter 4, Article 2 of the Arizona Revised Statutes, as amended. When the time for appeal has expired or in the case of an appeal, when the final order is issued by the Superior Court, the municipal court shall notify the party awarded the property that they may obtain the property from the police department. The municipal court shall provide a copy of such notification to the police department.

## **Division 2 - Firearms**

20-60 – Disposition of Firearms.  
20-61 through 20-71 (Reserved).

20-60 – Disposition of Firearms.

Legal firearms in the possession of the police department (excluding property used as evidence) by virtue of being found property, recovered stolen property, property under order of a court of competent jurisdiction and property held for safekeeping, shall be returned to the lawful owner as provided herein, except as follows: (i) when return is prohibited by court order; (ii) when the owner has criminal charges pending or under review by a prosecuting agency that involve a crime of violence, domestic violence or has an outstanding warrant for his or her arrest; or (iii) when the owner is a prohibited possessor pursuant to state or federal law.

- (a) If the owner of the firearm is known, the police department shall send notice to the owner that he or she must claim the firearm within 30 days of the notice or the property will be disposed of in accordance with this article and applicable law. Firearms remaining unclaimed after the 30-day notice to the owner as described in this subsection shall be disposed of according to the provisions of subsection 20-60(e) below.
- (b) If the owner of the firearm is unknown, the value of the firearm is less than \$150.00 and the firearm remains unclaimed 30 days after reasonable efforts have been made by the police department to locate and notify the owner, the police department shall dispose of the property according to the provisions of subsection 20-60(e) below.

- (c) If the owner of the firearm is unknown and the value of the firearm exceeds \$150.00, the police department shall post a notice of disposition, containing a description of the firearm, on the city's website. If the firearm remains unclaimed 30 days after the posting of the notice, the police department shall dispose of the property according to the provisions of subsection 20-60(e) below.
- (d) When the police department declines to return a firearm to a person claiming ownership of such firearm, the following process shall apply:
  - (1) The person may file a verified petition with the municipal court setting forth the following:
    - (A) Claimant's name and address.
    - (B) Description of the firearm including manufacturer, model and serial number.
    - (C) Date firearm was seized or recovered by the police department and the department report number, if known.
    - (D) Date claimant became the owner of the firearm. Claimant must attach documentary evidence of ownership.
    - (E) A brief statement explaining why the claimant believes the firearm should legally be returned.
    - (F) An affidavit stating that the claimant is not a prohibited possessor under state or federal law and has no pending criminal or domestic violence actions in any state in which the claimant is a defendant.
  - (2) The claimant shall serve a copy of the petition on the police department by personal service or certified mail. The police department shall file a response to the petition within 20 days of receipt of service. The police department's response shall be served by first class mail sent to the address listed in the claimant's petition; the response shall be deemed received three days following mailing. The claimant may file a reply to the police department's response within ten days of receipt of service. The reply shall be served upon the police department by personal service or certified mail.
  - (3) The court shall review the petition, response and reply, if any, filed by the parties. If the court finds sufficient evidence in the documents to make a decision, then the court shall issue a written decision on the matter. If the court requires more evidence, the court may set a time for a hearing and give the parties at least ten days' notice of the hearing date, time and location. Any hearing conducted pursuant to this subsection shall be

conducted as set forth in subsections 20-59(e), 20-59(f) and 20-59(g) above.

- (e) The police department may dispose of any unclaimed firearm after the expiration of the notice period by trading the firearm to a federally licensed firearm business for law enforcement related materials or by petitioning the municipal court to order the firearm to be sold to a licensed firearm dealer authorized to sell the firearm at public auction. Proceeds from the sale of a firearm in accordance with this subsection shall be deposited into the general fund of the city.
- (f) The police department shall maintain a record of all dispositions under this article for a period of 24 months.

20-61 through 20-71 (Reserved).

**ORDINANCE NO. 1513-313**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 20, POLICE DEPARTMENT, BY ADDING A NEW ARTICLE IV, DISPOSITION OF PROPERTY, RELATING TO REGULATING THE DISPOSITION OF UNCLAIMED PERSONAL PROPERTY IN THE POSSESSION OF THE POLICE DEPARTMENT AND ADOPTING BY REFERENCE THE “CITY OF AVONDALE DISPOSITION OF UNCLAIMED PROPERTY IN POLICE POSSESSION POLICY, MARCH 4, 2013.”

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

SECTION 1. That certain document known as the “City of Avondale Disposition of Unclaimed Property in Police Possession Policy, March 4, 2013” (the “Unclaimed Property Ordinance”) three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 3094-313 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. The Avondale City Code, Chapter 20 (Police Department), is hereby amended by adding the Unclaimed Property Ordinance, which shall be inserted into the Avondale City Code Chapter 20 (Police Department), as a new Article IV (Disposition of Property).

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Unclaimed Property Ordinance adopted herein by reference is for any reason to be held 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 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.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, March 4, 2013.

---

Marie Lopez Rogers, Mayor

ATTEST:

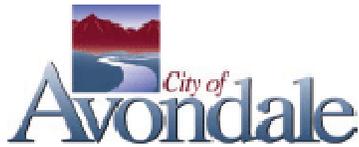
---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1514-313 - Waterline Easement and Abandoning Portions of Waterline Easement at Gateway Crossing

**MEETING DATE:**

March 4, 2013

**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 City Council adopt an ordinance accepting the dedication of a waterline easement and abandoning portions of a waterline easement at Gateway Crossing and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

**DISCUSSION:**

When Gateway Crossing was developed, a 12 foot wide waterline easement was created to provide for fire lines and water service within the development. An approximate 90 foot portion of that waterline and a fire hydrant need to be moved to allow for construction of the Raising Cane Restaurant which is located in the southeast corner of Gateway Crossing on the west side of 99th Avenue just north of I-10 right of way.

This ordinance will dedicate a replacement easement for the relocated waterline and fire hydrant and abandon the unnecessary portion of the original easement.

**BUDGETARY IMPACT:**

The acceptance of the dedication of a waterline easement and abandonment of portions of a waterline easement with Gateway Crossing will have no budgetary impact on the City.

**RECOMMENDATION:**

Staff recommends the City Council adopt an ordinance accepting the dedication of a waterline easement and abandoning portions of a waterline easement at Gateway Crossing and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

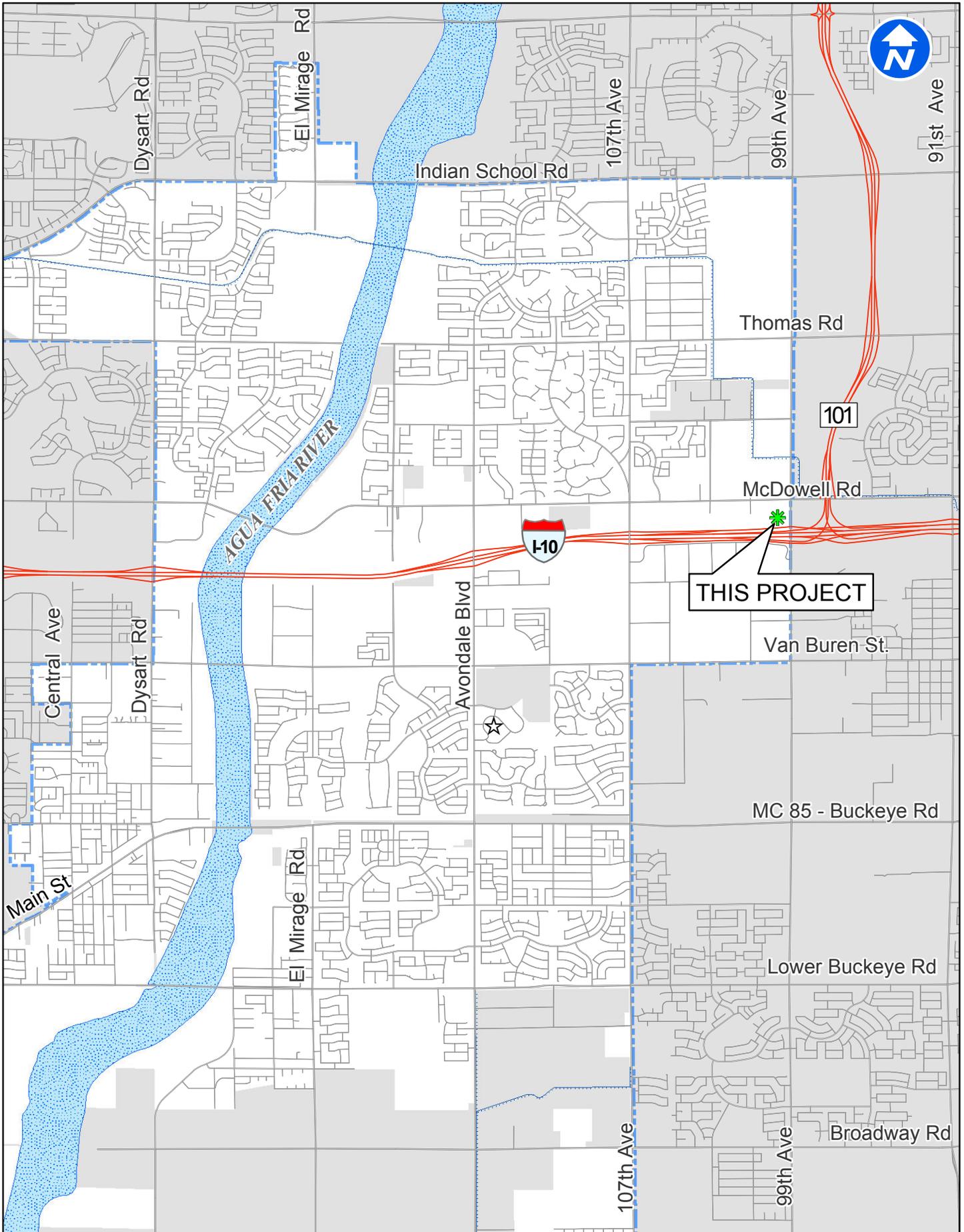
**ATTACHMENTS:**

Click to download

[Vicinity Map](#)

[Ordinance 1514-313](#)

# VICINITY MAP



**Raising Cane Restaurant  
Waterline Easement**

**ORDINANCE NO. 1514-313**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PORTION OF A WATERLINE EASEMENT AND ACCEPTING THE DEDICATION OF A WATERLINE EASEMENT IN THE GATEWAY CROSSING DEVELOPMENT.

**WHEREAS**, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to dispose of its acquired property as the City’s interests may require; and

**WHEREAS**, the City Council has determined that a certain waterline easement located across real property owned by Lot 9 Gateway, LLC, an Arizona limited liability company, and Raintree Pad 2, LLC, an Arizona limited liability company (the “Companies”), as more particularly described and depicted on the amended plat of Gateway Crossing recorded in Book 912 of Maps, Page 11 in the Office of the Maricopa County Recorder (the “Existing Easement”), is not entirely suitable to accommodate proposed development at Gateway Crossing; and

**WHEREAS**, the City Council has determined that it is necessary and appropriate to abandon a portion of the Existing Easement to allow for construction of the Raising Cane Restaurant (the “Restaurant”); and

**WHEREAS**, in connection with the construction of the Restaurant, the Companies will dedicate to the City certain real property to replace the abandoned portion of the Existing Easement.

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

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

SECTION 2. A portion of the Existing Easement, as described and depicted in Exhibit A attached hereto and incorporated herein by reference (the “Unnecessary Segment”), is hereby abandoned.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the easement over the Unnecessary Segment shall be forever extinguished and all right and title to the real property described therein shall vest in the Companies.

SECTION 4. An easement, in a form acceptable to the City Attorney, over  $\pm$  0.0399 acres of real property, generally located north of Interstate 10 and east of 99th Avenue, as more

particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference (the "Replacement Easement"), is hereby accepted by the City from the Companies for use as a waterline easement.

SECTION 5. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, March 4, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
ORDINANCE NO. 1514-313

[Existing Easement, Legal Description and Map]

See following pages.

# **KEOGH** Keogh Engineering, Inc.

**ENGINEERING, INC**

14150 W. McDowell Rd. • Goodyear Arizona 85395  
(623) 535-7260 • Fax (623) 535-7262 • E-mail: keogh@keoghengineering.com

Civil Engineers | Land Surveyors

LEGAL DESCRIPTION  
LOT 9 GATEWAY, L.L.C.  
OUR JOB NO. 20522  
28 NOVEMBER 2012

## WATERLINE EASEMENT ABANDONMENT

ABANDON OF A PORTION OF THE 12' WIDE WATERLINE EASEMENT AS SHOWN ON THE PLAT OF GATEWAY CROSSING AMENDED ACCORDING TO THE PLAT OF RECORD IN BOOK 912 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF SAID GATEWAY CROSSING AMENDED;

THENCE NORTH 1°05'08" WEST ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 54.32 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE SOUTH 88°54'52" WEST, A DISTANCE OF 1.00 FEET;

THENCE NORTH 1°05'08" WEST, A DISTANCE OF 9.65 FEET;

THENCE SOUTH 88°54'52" WEST, A DISTANCE OF 22.44 FEET;

THENCE NORTH 1°05'08" WEST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 88°54'52" EAST, A DISTANCE OF 25.44 FEET;

THENCE NORTH 1°05'08" WEST, A DISTANCE OF 82.90 FEET;

THENCE NORTH 88°54'52" EAST, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 1°05'08" EAST, A DISTANCE OF 63.57 FEET;

THENCE NORTH 88°54'52" EAST, A DISTANCE OF 11.59 FEET;

THENCE SOUTH 1°05'08" EAST, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 88°54'52" WEST, A DISTANCE OF 11.59 FEET;

THENCE SOUTH 1°05'08" EAST, A DISTANCE OF 19.33 FEET;

THENCE SOUTH 88°54'52" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 1°05'08" EAST, A DISTANCE OF 9.65 FEET;

THENCE SOUTH 88°54'52" WEST, A DISTANCE OF 11.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1,699 SQUARE FEET OR 0.039 ACRES, MORE OR LESS.



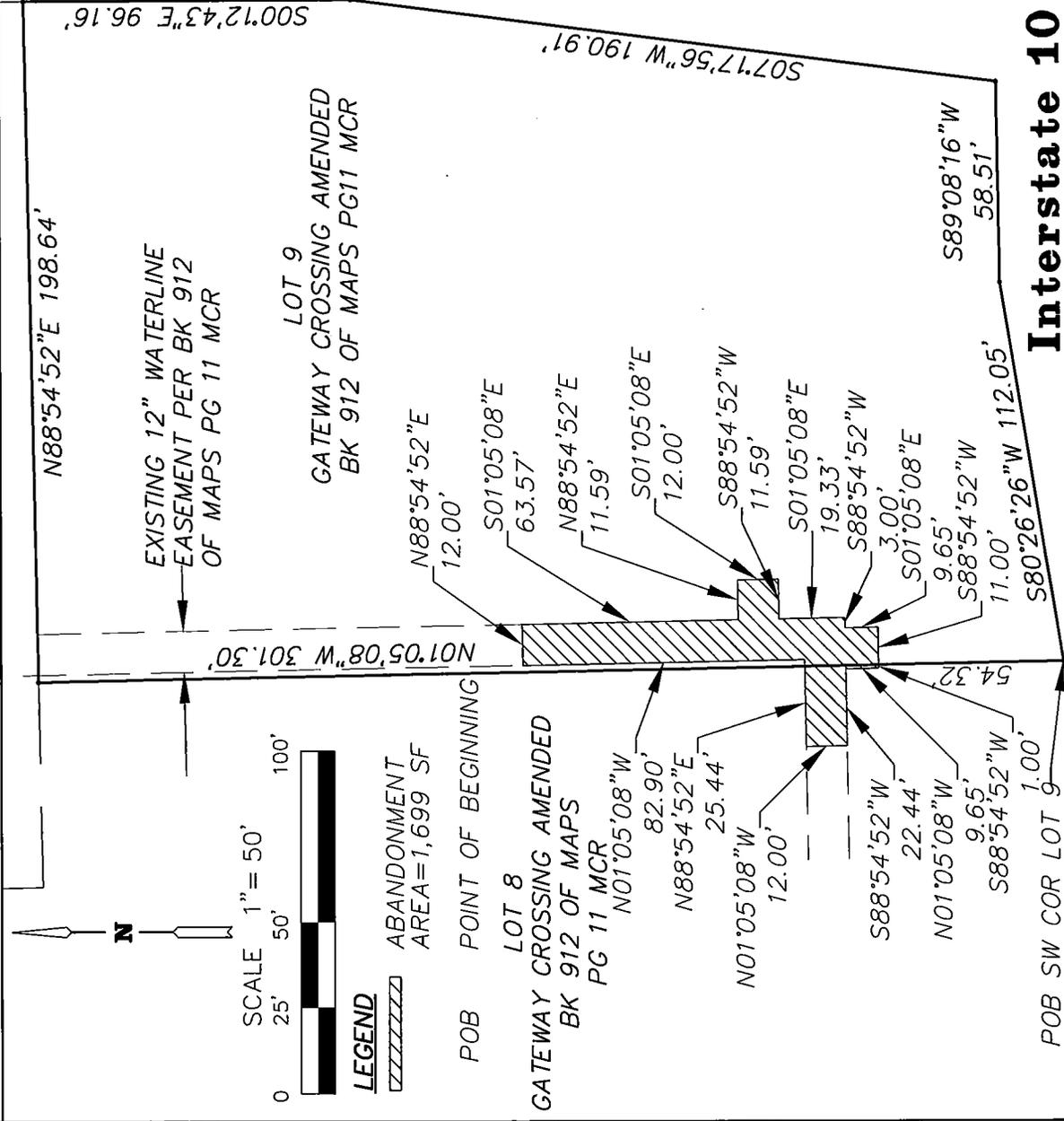
DESCRIPTION  
Dictated RTS  
Typed DFK  
Proof-1 RTS  
Proof-2 DFK  
KEOGH ENGINEERING, INC.

PREPARED FOR: **LOT 9 GATEWAY LLC**  
**RAISING CANE**

**ABANDONMENT  
 WATER LINE EASEMENT**

BY: DAM  
 DATE: 2012

JOB NO. 2:0522



CHECKED BY: DFK  
 DATE: 11-29-2012

SHEET NO 1  
 OF 1

Plot Date / Time: 11/29/12 11:29am  
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**Keogh Engineering, Inc.**  
 14150 W. MCDOWELL ROAD • GOODYEAR, ARIZONA 85395  
 PHONE: (623) 535-7260 FAX: (623) 535-7262  
 EMAIL: keogh@keoghengineering.com

EXHIBIT B  
TO  
ORDINANCE NO. 1514-313

[Replacement Easement, Legal Description and Map]

See following pages.



# Keogh Engineering, Inc.

**ENGINEERING, INC**

14150 W. McDowell Rd. • Goodyear Arizona 85395

(623) 535-7260 • Fax (623) 535-7262 • E-mail: keogh@keoghengineering.com

Civil Engineers | Land Surveyors

## LEGAL DESCRIPTION

LOT 9 GATEWAY, L.L.C.

OUR JOB NO. 20522

29 JANUARY 2013

## NEW WATERLINE EASEMENT DEDICATION

A PORTION OF LOT 8 AND LOT 9, GATEWAY CROSSING AMENDED ACCORDING TO THE PLAT OF RECORD IN BOOK 912 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9;

THENCE NORTH 1°05'08" WEST ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 80.64 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE NORTH 74°01'43" WEST, A DISTANCE OF 2.98 FEET;

THENCE SOUTH 1°05'08" EAST, A DISTANCE OF 31.55 FEET;

THENCE SOUTH 88°54'52" WEST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 1°05'08" WEST, A DISTANCE OF 14.01 FEET TO A POINT ON A SOUTHERLY LINE OF AN EXISTING 12.00 FOOT WIDE WATERLINE EASEMENT AS RECORDED IN BOOK 912 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 88°54'52" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 8.59 FEET;

THENCE NORTH 1°05'08" WEST, A DISTANCE OF 12.00 FEET TO A POINT ON A NORTHERLY LINE OF SAID EXISTING WATERLINE EASEMENT;

THENCE NORTH 15°58'17" EAST, A DISTANCE OF 86.71 FEET TO A POINT ON A WESTERLY LINE OF SAID EXISTING WATERLINE EASEMENT;

THENCE NORTH 88°54'52" EAST, A DISTANCE OF 12.00 FEET TO A POINT ON A EASTERLY LINE OF SAID EXISTING WATERLINE EASEMENT;

THENCE SOUTH 1°05'08" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 1.80 FEET;

THENCE SOUTH 15°58'17" WEST, A DISTANCE OF 65.18 FEET;  
THENCE SOUTH 74°01'43" EAST, A DISTANCE OF 15.29 FEET;  
THENCE NORTH 88°54'52" EAST, A DISTANCE OF 2.75 FEET;  
THENCE SOUTH 1°05'08" EAST, A DISTANCE OF 12.00 FEET;  
THENCE SOUTH 88°54'52" WEST, A DISTANCE OF 4.55 FEET;  
THENCE NORTH 74°01'43" WEST, A DISTANCE OF 8.05 FEET TO THE TRUE POINT OF BEGINNING.  
SAID EASEMENT CONTAINS 1,739 SQUARE FEET OR 0.0399 ACRES, MORE OR LESS.

DESCRIPTION  
Dictated DF  
Typed DF  
Proof-1 DF  
Proof-2 \_\_\_\_\_  
KEOGH ENGINEERING, INC.



PREPARED FOR: LOT 9 GATEWAY LLC

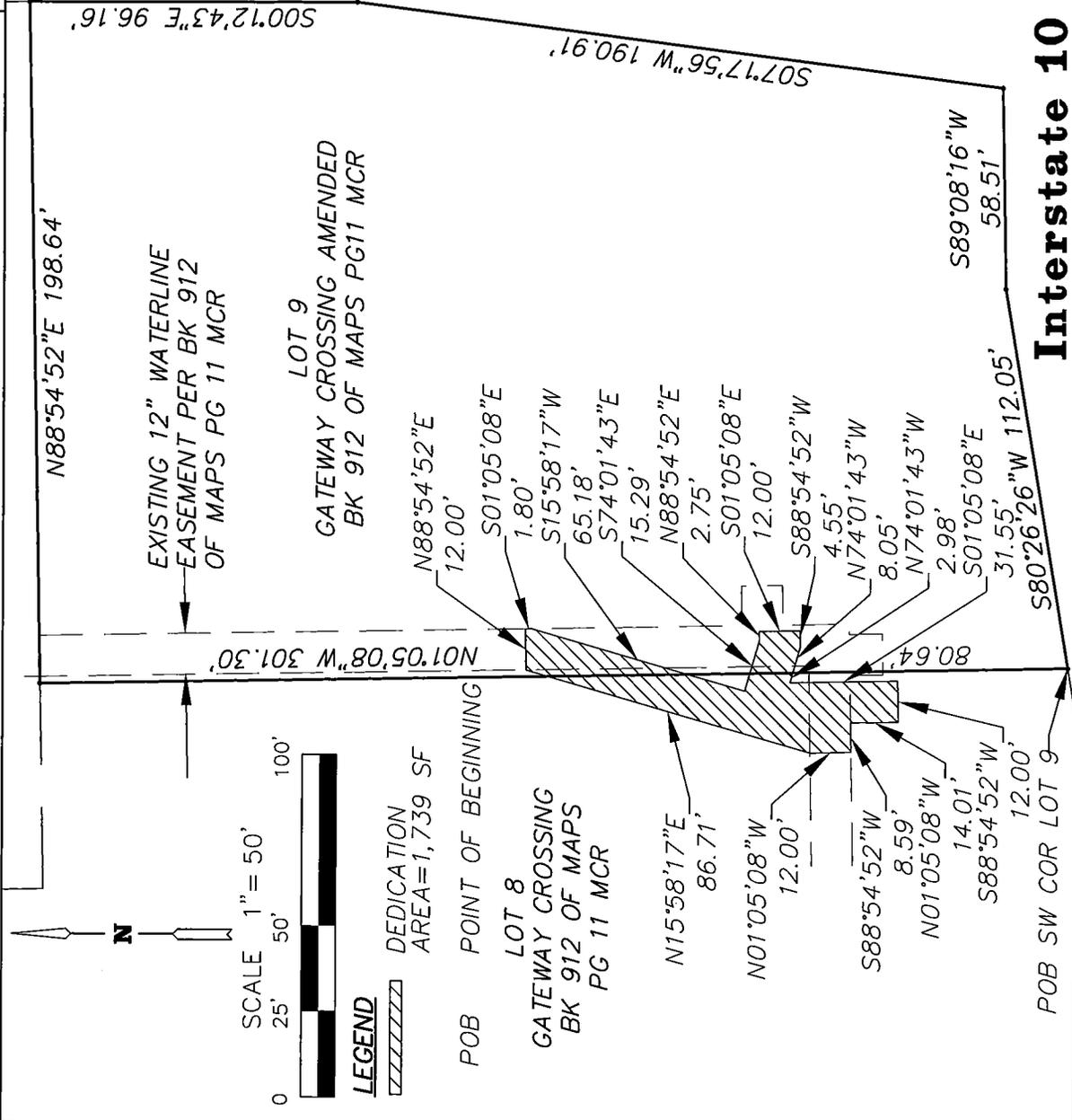
RAISING CANE

DEDICATION  
WATER LINE EASEMENT

BY: DAM

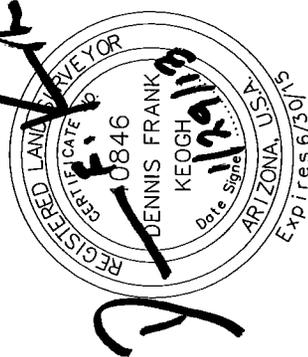
DATE: DEC., 2012

JOB NO. 20522



99th Avenue

Interstate 10

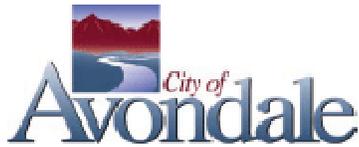


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CHECKED BY: DFK  
 DATE: 11-29-2012

SHEET NO. 1  
 OF 1



# CITY COUNCIL REPORT

**SUBJECT:**

Summary of Laws 2012, Chapter 332 TPT Portal

**MEETING DATE:**

March 4, 2013

**TO:** Mayor and Council

**FROM:** Shirley Gunther, Intergovernmental Affairs Manager (623) 333-1612

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

To provide a summary and update to the Mayor and Council on Laws 2012, Chapter 332 which was enacted to allow the state and cities and towns to work together to create an online portal for taxpayers to pay municipal TPT and affiliated use taxes.

**BACKGROUND:**

During the Fiftieth Legislature, Second Regular Session, Representative Rick Gray sponsored HB 2466 local sales tax; payments; DOR The bill was passed and enacted (Laws 2012, Chapter 332).

**History**

Arizona's municipalities operate under the Model City Tax Code, which provides a uniform template for each municipality's tax code while also retaining the right among individual municipalities to choose which items to tax or exempt. A municipality may provide for its own administration, collection, auditing, and licensing of municipal taxes imposed, or they may enter into a contract with DOR to do so on their behalf. Currently, 73 of the 91 incorporated cities and towns in Arizona have contracts with DOR for their TPT or affiliated tax collection services. The service is provided by DOR at no charge to the municipality, and it allows the municipality's reporting requirements to be combined with the state's reporting requirements on a single form, with payments directed to a single government entity (DOR). Conversely, in those municipalities not under contract with DOR for tax collection services, commonly referred to by DOR as "non-program cities," sales are reported and municipal taxes are remitted directly to the applicable city or town.

HB 2466 allows taxpayers who are required to pay municipal TPT and affiliated use taxes to nonprogram cities to pay the required tax through an online portal. The law requires that the online portal:

- Be procured by the Arizona Department of Administration (DOA) via a public-private partnership in accordance with the Arizona Procurement Code.
- Include access to a single point of filing and payment.
- Provide security measures to protect taxpayer information.

The measure also allows taxpayers to be charged a fee for using the online portal. Finally, it prescribes procurement procedures and requires that the online portal be fully operational by January 1, 2015.

This session, HB 2657 TPT Changes; DOR was introduced to simplify the TPT in Arizona. The portal legislation could help remit the taxes under the new legislation.

**DISCUSSION:**

Tom Belshe, Arizona League of Cities and Towns Executive Director will provide an update on the progress and development of the portal.

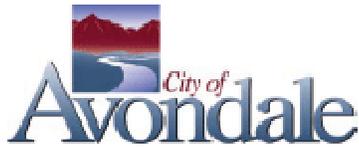
**RECOMMENDATION:**

For information and discussion only.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Valley of the Sun YMCA Presentation

**MEETING DATE:**  
March 4, 2013

**TO:** Mayor and Council  
**FROM:** Gina Montes, Neighborhood & Family Services Director, (623) 333-2727  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The City Council will learn about the educational programs of the Valley of the Sun YMCA and discuss the impact of those programs on Avondale and other youth who attend the Southwest Valley YMCA branch.

**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 Avondale youth to enter the workforce, it also impacts the overall desirability of the community from a real estate and development perspective. This item is part of an ongoing dialogue with school district officials and other community stakeholders on the educational system. The goal is to understand the strengths and opportunities in the community and within each district and to begin a discussion on how to strengthen partnerships with the purpose of improving educational outcomes for Avondale's youth.

**DISCUSSION:**

The Valley of the Sun YMCA aims to inspire positive and lasting social change by impacting youth development, healthy living and social responsibility. The YMCA's social service programs including initiatives in education, health, character-building, cultural understanding, leadership, vocational training, the arts and more inspire hope and create new opportunities for success

Youth development programs include child care and educational programs, sports and activities, summer day camps, overnight camps, swim programs, teen leadership programs, events, and clubs. Each opportunity builds skills, self-confidence and positive peer relationships. Examples of special programs include 21st Century Community Learning Centers and K<sup>12</sup> at the Y i-LEARN Centers.

**BUDGETARY IMPACT:**

This item has no budgetary impact.

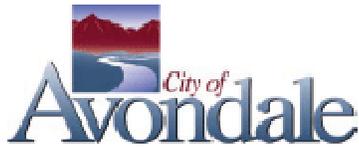
**RECOMMENDATION:**

This item is for information only.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Discussion of the bidding process to be used for the recycling materials processing contract

**MEETING DATE:**

March 4, 2013

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will provide information regarding the bidding options for the City's recycling materials processing contract and seek direction on the preferred bidding process for awarding this contract.

**DISCUSSION:**

In August of 2012 City Council awarded a one year contract to Friedman Recycling for the processing of recycling materials. Staff will soon be putting the contract out for bid. The procurement policy allows for two different bidding options. One being a Request for Proposals (RFP) and the other an Invitation for Bid (IFB). The RFP process evaluates proposals based on quality and other factors, as well as price. The IFB process identifies specific requirements the bidders must meet and is awarded on meeting the requirements and price. Staff is seeking direction from Council on the type of process to be used for the upcoming bid.

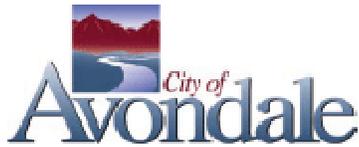
**RECOMMENDATION:**

This report is for information only and seeks direction on the bid process for the recycling materials processing contract.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# DEVELOPMENT SERVICES

**SUBJECT:**  
Public Hearing and Ordinance 1515-313 –  
Coldwater Depot III PAD Rezoning (PL-12-0205)

**MEETING DATE:**  
March 4, 2013

**TO:** Mayor and Council  
**FROM:** Tracy Stevens, Planning Manager (623) 333-4012  
**THROUGH:** Charlie McClendon, City Manager (623) 333-1015

---

**REQUEST:** Rezone 12.86 acres of real property by replacing a portion of the existing Avondale Commerce Center Planned Area Development (PAD) with a new PAD Zoning District, Coldwater Depot III.

**PARCEL SIZE:** 12.86 Gross Acres

**LOCATION:** Approximately 190 feet north of the northeast corner of Van Buren Street and 127<sup>th</sup> Avenue (Exhibits A, B, and C)

**APPLICANT:** Ms. Catherine Thuringer, Trammell Crow Company, (602) 285-3104

**OWNER:** Ms. Catherine Thuringer, Coldwater Industrial Associates III, LLC, (602) 285-3104

**BACKGROUND:**

The 12.86 acre subject property was annexed into the City of Avondale on January 16, 1978. Upon adoption of the City's new zoning map in 1990, the property was zoned AG (Agricultural). The property was rezoned from AG to Planned Area Development (PAD) as part of the Avondale Commerce Center on February 22, 2005. The Avondale Commerce Center PAD calls for development of the parcel consistent with the City's C-2 (Community Commercial) Zoning District. Under the current zoning, development of the property would accommodate retail, restaurant, or office uses.

The Avondale General Plan 2030, ratified by voters in August 2012, changed the land use designation of the subject property from Mixed Use to Business Park. The Business Park land use category allows for large scale campus developments that provide abundant employment opportunities and offer amenities such as attractive streetscapes, appropriate screening from I-10, pedestrian connections, and efficient circulation. Warehousing in the Business Park land use category is typically limited; however, the location of the subject property is amongst other properties that allow for unlimited warehousing operations making wider warehousing operations appropriate at this location. The property is also located within the boundaries of the Freeway Corridor Specific Plan (FCSP); however it is over 600 feet from the I-10 freeway and as such is not located within the more restrictive "Freeway Frontage" subarea.

The uses of the surrounding properties are as follows:

- **NORTH:** The property to the north of Corporate Drive is a portion of the Avondale Commerce Center Planned Area Development (PAD) approved in February 2005. The approved PAD allows for a range of commerce park, office, light industrial, and warehousing uses, as well as some limited retail and service type uses.

- **SOUTH:** A 190' wide area reserved for the future construction of the Van Buren Drainage and Recreational Corridor, a joint effort of the City and Maricopa County Flood Control District (MCFCD). The primary purpose of the future channel is to take on drainage from the City Center area that, based upon its compact urban form, will not be able to accommodate large retention basins within the development. The corridor will also serve a key role in expanding the City's trail system. The corridor will feature exceptional landscaping and a multi-use trail that will provide a crucial east-west connection to the Agua Fria levy-top trail.
- **EAST:** The property directly east of the subject site has been developed with a K-8 charter school, Legacy Traditional School. Charter schools are not subject to local zoning requirements.
- **WEST:** The 58.4 acre property to the west was rezoned to PAD in 2011. The sister property to this proposed development, a 600,000 square foot distribution warehouse facility, is currently under construction and completion is expected in the next couple of months. Ultimate buildout of the site can accommodate up to 1 million total square feet. The uses and development standards of this property were used as the basis for the proposed Coldwater Depot III PAD.

### **SUMMARY OF REQUEST:**

1. The applicant is requesting to rezone approximately 12.86 acres by adopting the Coldwater Depot III PAD (Planned Area Development) General Development Plan and Program (Exhibit E). The General Development Plan and Program details permitted uses, development standards, landscaping and design standards, and other requirements that will guide future development of the site.

2. Many PADs are written to maximize flexibility in future development by including broad use lists, general architectural standards, and very basic bubble site plans. The proposed Coldwater Depot PAD varies from this model, however, and is very specific as to the type of development that will occur on the property. To this point, the applicant has provided a conceptual site plan (Exhibit F) and conceptual architectural renderings (PAD Narrative Exhibit D) for the development of a light industrial/warehouse building, approximately 187,000 square feet in size. The development of the site, as it proceeds through site planning and construction approvals, will be required to generally conform to these exhibits.

3. The proposed PAD allows for a relatively narrow list of uses that are suitable for the proposed 187,000 square foot building. The primary goal of the developer is to attract mid-sized users that may be too big for the existing Avondale Commerce Center buildings, but too small for the Coldwater Depot Phase I facility under construction to the west. Warehousing and distribution is viewed as the primary use of the property. To allow limited flexibility, however, other permitted uses include aviation related repair/service/sales, food preparation and packaging, design centers, laboratories, landscaping/agricultural suppliers, light and heavy manufacturing/assembly, packaging, and wholesaling. Ancillary uses aimed at serving the major development are also allowed, such as business support services and small health/athletic clubs. Heavy industrial uses out of character with the commerce park feel of the area are not permitted. It should be noted that, besides trucks maneuvering into loading docks, all activities on the site will be conducted indoors inside enclosed buildings. There will be no outdoor storage of materials allowed on the site.

4. The proposed PAD includes development standards largely in accordance with the City's CP (Commerce Park) and A-1 (General Industrial) Zoning Districts. Maximum building height is limited to 45', the same as the maximum building height allowed in the A-1 District. Minimum building setbacks are 30' on all sides of the property except the north, where a 14' setback is requested. For comparison, the CP District requires a 25' street setback but only 15' on rear and side yards. Additionally, the PAD provides for 14' parking setbacks, which are not required in Employment Districts but will allow for the provision of additional landscaping on the perimeter of the site.

5. The proposed building is oriented east to west to allow for efficient access to the site from 127<sup>th</sup> Avenue and Corporate Drive as well as to accommodate safe and efficient on-site circulation. This site design is required to allow for cross-dock distribution, which allows one side of the building receive shipments of merchandise and the other side to transfer merchandise from the warehouse to trucks departing the site. Because of this setup, the truck court areas will be partially visible from Van Buren Street across the future drainage corridor. Screen walls and landscaping will be utilized to obscure views into these “working areas” of the site; the final design will be determined during Site Plan review after a view study can be completed to determine the exact needs to adequately screen the area.

6. Section IX of the PAD General Development Plan (Exhibit E) establishes standards for site design components that the project will be required to adhere to, such as parking, screening, mechanical equipment, wall/fence design, lighting, and public art. These standards are in general conformance with Zoning Ordinance requirements. Parking is to be provided per Section 8 of the Avondale Zoning Ordinance, with an exception to allow for additional parking if a use requires more parking than a standard distribution facility. General screening standards and wall and fence design are identical to what is required by Section 12 of the Zoning Ordinance, Landscaping, Walls, and Fences. Lighting meets Zoning Ordinance dark sky requirements. Lastly, public art will be provided as part of this project, either incorporated into the site or through a financial contribution to the City's public art fund.

7. For box-shaped industrial buildings, it is very important to use various architectural techniques to break up long wall planes and make the building as aesthetically compatible with the City's design expectations as possible. Exhibit E of the PAD General Development Plan contains conceptual renderings of the proposed building architecture. Additionally, Section VIII of the General Development Plan outlines architectural design criteria for development of the site. A contemporary style featuring a sophisticated, neutral color palette is proposed. The building entrance areas are emphasized through the use of material changes and canopies which provide shade and shadow. Variation in parapet height, color changes, reveals, and scoring is provided to break up long walls. Additionally, accent lighting will be used to accentuate the building's strengths in evening hours. Overall, the design of the proposed building will be similar and complementary to the Phase I building under construction to the west.

8. As stated in Section X of the PAD General Development Plan, landscaping requirements for the project will be required to adhere to A-1 District requirements as they are specified in Zoning Ordinance Section 12, Landscaping, Walls, and Fences. That section contains standards for minimum landscape area on site, landscaped areas in parking lots, tree quantity and tree size requirements, etc. The result of complying with the terms of the Ordinance will be a well-landscaped and attractive site. A landscape plan will be reviewed by staff during the site plan review process to ensure all requirements have been met and that the plants identified in Exhibit F of the PAD Development Plan are used.

The City envisions the future Van Buren Drainage and Recreational Corridor to be a park-like amenity that provides for recreational use as well as aesthetic beauty. The proposed project will benefit from its adjacency to the future channel, which will be able to be used by employees on breaks, etc. Because the 190' wide channel will be landscaped, the need for landscaping internal to the Coldwater Depot III site is minimized. If less than 10 percent of the site area is landscaped, the developer will be required to contribute the differential for future landscaping of the adjacent channel.

9. Exhibit F inside the PAD General Development Plan (Exhibit E) establishes signage standards for the development. The PAD proposes freestanding signage in conformance with what is allowed in the CP Zoning District. These sign types include directory and directional signs to assist in navigating through the site and up to three multi-tenant monument signs (if the project is occupied by

more than one tenant only). The areas and heights of these sign types conform to Zoning Ordinance requirements. The PAD proposes wall signage in conformance with Zoning Ordinance requirements for design but that is 33 percent larger than typically allowed. The A-1 District allows wall signs to cover a maximum area of 150 square feet; the proposal will allow 200 square feet. The requested increase in sign size is supported in order to help ensure signage will be to scale with the large size of the building itself. There are no allowances for freeway pylon signs or electronic message signs within the PAD.

10. Vehicular access to the site will be from 127th Avenue and Corporate Drive. Both streets have been completed and only minor improvements, such as sidewalks, street lights, and landscaping in the right-of-way remain. Additionally, the applicant will be required to construct any deceleration lanes or other improvements determined to be necessary upon completion of a Traffic Impact Analysis.

11. Water and sewer services will be obtained from the City of Avondale through existing lines in 127th Avenue.

12. Amendments to this PAD will follow Zoning Ordinance protocol. Major amendments which change the character of the development will require Planning Commission review and City Council approval. Minor amendments which do not affect the overall concept of the development will be processed administratively. A Site Plan for the project will be reviewed administratively to ensure conformance with the PAD General Development Plan and exhibits thereto.

#### **PARTICIPATION:**

The applicant conducted a neighborhood meeting on February 6, 2013 at 6:00 P.M. in City Hall's Ocotillo Conference Room. The meeting was advertised in the January 22, 2013 edition of the West Valley View. A public hearing notice sign, identifying the date, time, and location of all public meetings for this project, was posted on the property on January 17, 2013. Additionally, 12 property owners within 500 feet of the subject property were notified of the meeting by letters sent on January 18, 2013. According to the applicant, no members of the public attended the neighborhood meeting.

A notice of the Planning Commission hearing was published in the West Valley View on February 5, 2013. On January 31, 2013, letters were mailed to the 12 property owners whose parcels were located within 500 feet of the subject property. No comments were received and no interested parties spoke on the item at the Planning Commission meeting.

A notice of the March 4, 2013 City Council hearing was published in the West Valley View on February 12, 2013. On February 6, 2013, letters were mailed to the 12 property owners whose parcels were located within 500 feet of the subject property. No additional comments have been received to date.

#### **PLANNING COMMISSION ACTION:**

The Planning Commission conducted a public hearing on February 21, 2013, and voted 5-1 to recommend approval of this request subject to six staff recommended stipulations plus one additional stipulation added by the Commission. The recommended stipulations were as follows:

1. The development shall be in substantial conformance with the Coldwater Depot III PAD General Development Plan and Program, date stamped February 5, 2013, except as modified by these conditions.
2. Revisions to the Traffic Impact Analysis to address any outstanding concerns of the City's consultant, Lee Engineering, are required before a Site Plan can be approved.
3. All future submittals shall show all driveways on opposite sides of the street for 127th Avenue and Corporate Drive.
4. Access to the site from Van Buren Street shall be prohibited.
5. Additional requirements for improvements, traffic signals, and right-of-way for deceleration

lanes, turn lanes, transit stops, or other traffic enhancements may be required during the site plan review process as determined after review of and approval of the Traffic Impact Analysis by the City Engineer or designee.

6. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
7. The south truck bays will be effectively obscured to a 6 foot person standing in right-of-way on Van Buren Street with an aesthetically appropriate barrier.

Discussion centered on the importance of ensuring the orientation of the planned facility's truck docks towards Van Buren Street will not negatively impact the aesthetics of the corridor. Additionally, Commissioners inquired about hours of operation, traffic generation, and alternative uses of the subject property, and sought additional details regarding the planned Van Buren Drainage and Recreational Corridor.

Vice Chair Demlong voted against the proposed rezoning, stating he believed the property's current zoning which allowed for commercial (e.g. retail and office) uses on the property was more compatible with the existing and planned residential to the south of Van Buren Street.

Commissioner Carrillo was excused from the meeting.

### **ANALYSIS:**

#### *Conformance with the General Plan and Freeway Corridor Specific Plan*

- The property is designated as Business Park by the General Plan 2030. The Business Park classification encourages uses that provide employment opportunities in a large scale campus setting. When combined with Coldwater Depot Phases I and II to the west, the area will provide a campus feel due to shared architectural and landscaping elements. When analyzing the site in context with adjacent properties, a logistics facility on this site is logical. Other properties in the City designated as Business Park will not be permitted warehouse type uses if they are contextually inappropriate.
- *Land Use Goal #1, Policy A*, "Enhance the attractiveness of infill parcels as an option for new development throughout Avondale." The proposed site should be considered infill, as it is the last piece of undeveloped property north of Van Buren Street between El Mirage Road and the Agua Fria River. The encouragement of a new development that will complement and build off of existing development in the area should be encouraged.
- *Land Use Goal #3, Policy D* "Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity." Development of the site with an distribution warehouse development will avoid some of the potential conflicts that could have occurred on 127th Avenue if the site were developed with uses that generated a more significant combination of pedestrian, automobile, and truck traffic. Surrounding development is already designed to accommodate truck traffic and the proposed PAD will not conflict with that existing development.
- *Growth Area Goal #1* "Create destination employment centers in targeted areas of the City that will help to improve balance between jobs and population" Construction of an additional distribution facility on the subject site will essentially complete the City's logistics hub, bounded by El Mirage Road on the east and the Agua Fria River on the west. With the logistics "employment center" complete, the City can focus on attracting other business types to provide different types of employment opportunities to residents.
- *Recreational Amenities Goal #4* "Create shared use linkages throughout the community in order to support a healthy lifestyle" AND *Bicycling Element #3* "Increase recreational

opportunities for bicyclists throughout Avondale.” The City is currently working with the developer to acquire the 190' wide area adjacent to Van Buren Street that will accommodate the future construction of the Van Buren Drainage and Recreational Corridor, a scenic and recreational amenity unlike anything the City can currently offer. Upon completion, the corridor will be an east/west linkage for pedestrians and cyclists connecting to the planned Agua Fria levy trail system, running north/south. After all projects are completed, pedestrian and cyclists will have an opportunity to travel safely throughout a wide portion of the City. The developer's cooperation in this acquisition is crucial to avoid future costly condemnation of the land that will be needed for the channel's construction; additionally, the developer may contribute to the cost of channel landscaping in the event that on-site landscaping is below 10 percent of the site area.

- The Freeway Corridor Specific Plan states, “Design and landscaping standards must be developed to ensure that development along the Freeway will present an upscale image”. The proposed Coldwater Depot PAD proposes strong architecture, site design, and landscaping standards to ensure that the site aesthetically enhances the freeway corridor. The portions of the site that will contain roll up doors intended for loading and unloading of trucks will be obscured by a combination of landscaping and walls, and will be overshadowed by the quality of architecture on the most prominent locations of the building.
- The Freeway Corridor Specific Plan identifies a maximum height of four stories for development on this property. The PAD proposes maximum building heights lower than the FCSP maximum.
- Although the Freeway Corridor Specific Plan permits outdoor storage areas that are limited in size and not visible to the freeway traveler, the proposed PAD does not allow for outdoor materials storage of any kind.

#### Permitted Uses

- The PAD proposes a very limited list of permitted uses that are appropriate for this location.
- All uses proposed will occur inside enclosed buildings. Furthermore, no uses proposed involve an outdoor storage component.
- All uses proposed are compatible with the surrounding light industrial developments.
- Uses proposed will generate a significant number of jobs for the City of Avondale.

#### Development Standards

- The development standards contained within the proposed Coldwater Depot PAD are comparable to Zoning Ordinance requirements for development in the CP and A-1 Districts. No proposed development standards, such as setbacks, building height, or lot coverage, vary significantly from any Zoning Ordinance requirement.

#### Design, Landscaping, and Signage Standards

- In addition to establishing standards for design, materials, and colors, the Coldwater Depot PAD contains conceptual renderings to allow the Commission and Council to see the future appearance of the proposed development. The renderings depict a contemporary style building which incorporates a sophisticated, neutral color palette.
- Because the building's future use necessitates that it is box-like in shape, it is very important to employ various architectural techniques to break up long wall planes and make the building as

aesthetically compatible with the City's design expectations as possible. Variation in parapet height, color changes, reveals, and scoring is provided to break up long walls and entrances are emphasized through use of canopies, etc.

- The use of the building as a cross-dock distribution facility necessitates the use of roll-up doors for truck loading and unloading on the north and south elevations. Ideally, truck bays would not be located on elevations facing arterial streets. On this project, however, flipping the orientation of the building so that truck bays faced east and west created a site plan that did not allow for safe vehicular access and circulation on the site. To combat any potential negative impacts on the Van Buren Streetscape, truck court areas will be reduced/obscured through the use of screen walls and landscaping to be finalized at the time of site plan review. The Planning Commission added a stipulation (#7) to stress the importance of protecting the Van Buren Streetscape; both staff and the applicant are in total agreement with the Planning Commission's thoughts on this matter.
- Green building elements, including recycled building materials, energy efficient lighting, and locally procured building materials will be incorporated into the design of the buildings. Roof mounted photovoltaic systems may also be incorporated.
- Landscaping on the site will be required to adhere to Zoning Ordinance landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, plant quantities, are provided throughout the site. The PAD does contain a provision, supported by staff, that if the total on-site landscape area falls short of minimum requirements, the developer will contribute the cost differential to the City to be used in the future landscaping of the Van Buren Drainage and Recreational Corridor.
- Proposed signage complies with Zoning Ordinance requirements except that wall mounted signage exceeds Zoning Ordinance size maximums. Staff supports this request because the size of the building will make a standard sized sign appear out of scale.

#### Streets, Utilities, and Other Infrastructure

- Sufficient vehicular access to the site will be provided from 127th Avenue and Corporate Drive. Both streets have been completed with the exception of sidewalk, landscaping, etc.
- Additional right-of-way and improvements beyond the standard street section specifications may be required for intersections, turn lanes, decelerations lanes, transit stops, and/or a potential traffic signal, and other requirements. Whether or not these items are required will be determined after a review of the full Traffic Impact Analysis the applicant must submit at the time of Site Plan review.
- The City has adequate water and sewer capacity to serve the proposed development.

#### Stipulations

- Staff and the Planning Commission have recommended stipulations to ensure the future review of the site will comply with standard procedural requirements and the resultant development will meet or exceed the expectations of the City.

#### **Conclusion:**

Based upon staff's review and analysis of the proposed rezoning, staff recommends approval of the request subject to conditions.

## **FINDINGS:**

1. The proposal is in conformance with the General Plan Land Use Map designation of Business Park as it relates to the context of existing development in this area.
2. The proposal is in general conformance with the requirements of the Freeway Corridor Specific Plan.
3. The proposal is in general conformance with the requirements of the Avondale Zoning Ordinance and Design Manuals.
4. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

## **RECOMMENDATION:**

The City Council should conduct a public hearing and adopt the Ordinance approving Application PL-12-0205, a request to rezone approximately 12.86 gross acres to PAD (Planned Area Development), subject to the following seven Planning Commission recommended stipulations:

1. The development shall be in substantial conformance with the Coldwater Depot III PAD General Development Plan and Program, date stamped February 5, 2013, except as modified by these conditions.
2. Revisions to the Traffic Impact Analysis to address any outstanding concerns of the City's consultant, Lee Engineering, are required before a Site Plan can be approved.
3. All future submittals shall show all driveways on opposite sides of the street for 127th Avenue and Corporate Drive.
4. Access to the site from Van Buren Street shall be prohibited.
5. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, transit stops, or other traffic enhancements may be required during the site plan review process as determined after review of and approval of the Traffic Impact Analysis by the City Engineer or designee.
6. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
7. The south truck bays will be effectively obscured to a 6 foot person standing in right-of-way on Van Buren Street with an aesthetically appropriate barrier.

## **PROPOSED MOTION:**

I move that the City Council accept the findings and **ADOPT** an Ordinance approving Application PL-12-0205, a request to amend the zoning atlas for approximately 12.86 gross acres to Planned Area Development (PAD), subject to the seven stipulations recommended by the Planning Commission.

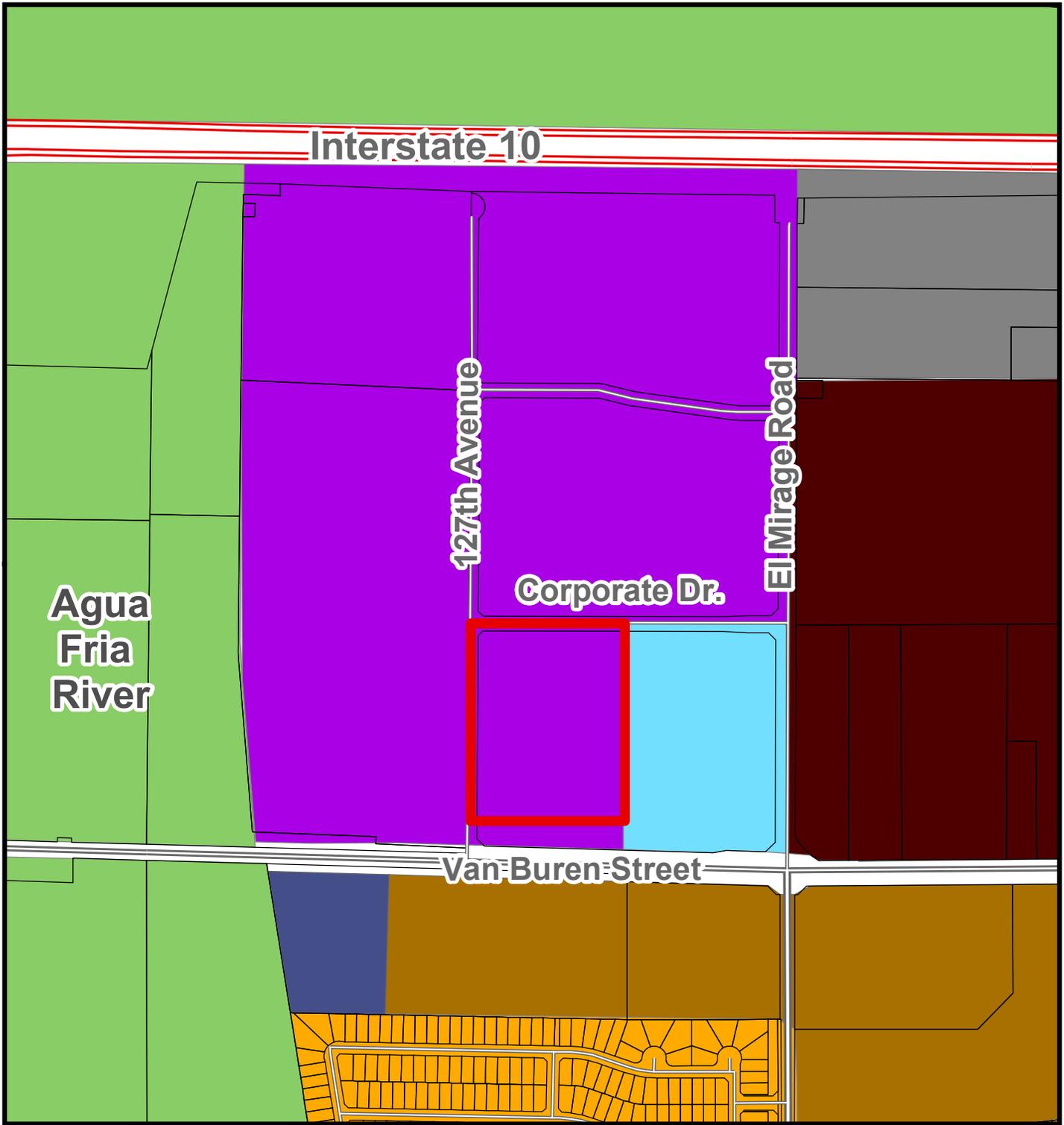
## **ATTACHMENTS:**

### **Click to download**

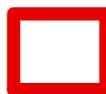
- [Exhibit A - General Plan Land Use Map](#)
- [Exhibit B - Zoning Vicinity Map](#)
- [Exhibit C - Aerial Photograph](#)
- [Exhibit D - Summary of Related Facts](#)
- [Exhibit E - Coldwater Depot III General Development Plan and Program, dated February 5, 2013](#)
- [Exhibit F - Coldwater Depot III Conceptual Site Plan](#)
- [Exhibit G - Excerpt of Planning Commission Meeting Minutes from February 21, 2013](#)
- [Ordinance 1515-313](#)

## **PROJECT MANAGER:**

Ken Galica, Planner II (623) 333-4019

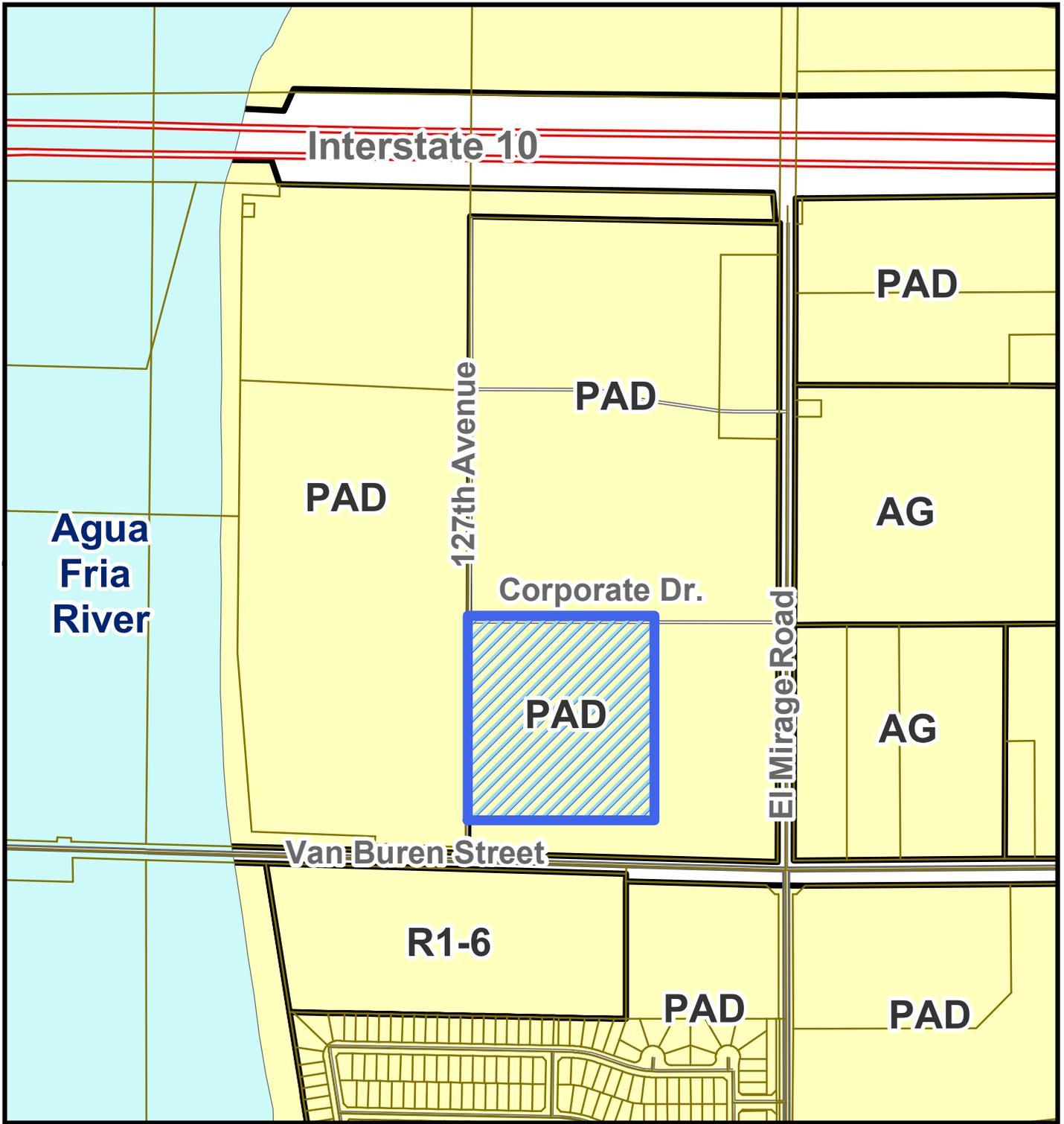


### General Plan Land Use Map Application PL-12-0205



**Subject Property**

- |                       |                   |                            |
|-----------------------|-------------------|----------------------------|
| Open Space and Parks  | Urban Residential | High Density Residential   |
| Business Park         | Education         | Medium Density Residential |
| High Intensity Office | Public/Civic      |                            |



**Zoning Vicinity Map  
Application PL-12-0205**



**Subject Property**





**Aerial Photograph  
Application PL-12-0205**



**Subject Property**



*SUMMARY OF RELATED FACTS*

*APPLICATION PL-12-0205*

<i>THE PROPERTY</i>	
PARCEL SIZE	12.86 Gross Acres/11.69 Net Acres
LOCATION	Approximately 190' North of the Northeast Corner of Van Buren Street & 127 <sup>th</sup> Avenue
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat property
EXISTING LAND USE	Vacant
EXISTING ZONING	Planned Area Development (Avondale Commerce Center PAD)
ZONING HISTORY	Annexed January 16, 1978. Zoning was AG (Agricultural) until being rezoned to PAD on November 21, 2005. The Avondale Commerce Center PAD specifies retail, office, and other commercial uses for the property.
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Planned Area Development (PAD) – Avondale Commerce Center; property is developed with a series of flex-light industrial buildings.
EAST	Planned Area Development (PAD) – Avondale Commerce Center; property is developed with a charter elementary school.
SOUTH	Single Family Residential (R1-6) – City-owned property which contains a water Booster Station and additional city-owned undeveloped property.
WEST	Planned Area Development (PAD) – Coldwater Depot; construction of a 600,000 square foot distribution warehouse is ongoing. The property subject to this rezoning request is the sister property of the property adjacent to the west.
<i>GENERAL PLAN</i>	
The subject property is designated as Business Park on the General Plan 2030 Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School
HIGH SCHOOL	La Joya Community High School

*STREETS*

**Corporate Drive**

Classification	Minor Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	One vehicular lane, ½ turn lane, curb & gutter.
Standard half street improvements	One vehicular lane, ½ median/turn lane, curb & gutter, landscaping, detached sidewalk, and street lights.

*STREETS*

**127<sup>th</sup> Avenue**

Classification	Minor Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	One vehicular lane, ½ turn lane, curb & gutter.
Standard half street improvements	One vehicular lane, ½ median/turn lane, curb & gutter, landscaping, detached sidewalk, and street lights.

*UTILITIES*

There is an existing 12” water line in 127<sup>th</sup> Avenue along the entire west frontage of the subject property.

There is an existing 15” sewer line in 127<sup>th</sup> Avenue along the entire west frontage of the subject property.

# Trammell Crow Company



## A Planned Area Development for Coldwater Depot III General Development Plan and Program

North of the NEC 127<sup>th</sup> Avenue & Van Buren Street  
Avondale, Arizona

Application Number: PL-12-0205



## INDUSTRIAL *Expertise*



Prepared for:  
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Revised: February 5, 2013

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ATTORNEYS AT LAW

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## ***I. Introduction***

This request is submitted by Trammell Crow Company, one of the nation's leading developers and builders of office buildings, business and industrial parks and commercial real estate. Founded in 1948, Trammell Crow Company is a firm dedicated to the fundamental principle of building value. At the heart of the company is a commitment to create the right product in the right market for business clients, while supporting quality economic growth for the community. The company has developed or acquired over 500 million square feet totaling over \$50 billion in value through its network of offices across the Country, including its long standing presence here in Arizona.

Locally, Trammell Crow Company has had a presence in Arizona since 1978, developing in excess of 5 million square feet valued at more than \$1 billion for clients such as American Express, Prudential Insurance, ING, PetSmart and the State of Arizona. The company's current team of professionals is well-seasoned, offering more than 85 years of combined real estate development and investing experience to its clients.

Trammell Crow Company is an independently operated subsidiary of CBRE (NYSE:CBG), a Fortune 500 and S&P 500 company, and the world's largest commercial real estate services firm with more than 31,000 professionals in 300 offices worldwide.

Trammell Crow is now seeking to rezone the last remaining vacant parcel that was originally part of the "Avondale Commerce Center" PAD approved in 2005. This new proposed **Coldwater Depot III** Planned Area Development ("PAD") request along with its companion General Development Plan and Program request is for approximately 11.69 net acres (12.86 gross acres) of land located north of the northeast corner of Van Buren Street and 127th Avenue. Trammell Crow's Coldwater Depot PAD project just on the west side of 127th Avenue is already underway and this **Coldwater Depot III** property fronting onto Van Buren Street will become the final phase of this master planned business park.

### **The Site**

The **Coldwater Depot III** site is square in shape, under a single ownership, and generally bounded by 127th Avenue on the west, the property of the existing charter school on the east, Corporate Drive on the north, and the 190' wide future Van Buren Regional Drainage Channel to the south. The property is currently zoned PAD under the "Avondale Commerce Center" and was previously designated for "Mixed-Use" in the Avondale General Plan. The new General Plan approved by the City Council in April 2012 and approved by public vote on August 28, 2012 shows the subject property as "Business Park." The property is currently vacant and in the distant past was in agricultural production. No other encumbrances or structures exist on the property. The subject site is generally level with a gentle slope to the southwest.



Trammell Crow Company is submitting this request to change the existing “PAD” zoning (which allowed mixed-use on this property) to one that is similar to the recently approved Coldwater Depot “PAD” zoning district to the west, immediately adjacent to this site. The intent of this rezoning request is to rezone this last remnant parcel to complement Trammell Crow’s Coldwater Depot PAD project as a final phase of this master plan to accommodate business users with warehouse needs in the spectrum of approximately 40,000 to 150,000 square feet per user. With the subject rezoning request, the overall Coldwater Depot master plan area will be approximately 66 net acres.

Over the past two years (1Q2011 through 4Q2012), approximately 15 million square feet of net absorption has occurred in the industrial/warehouse/distribution market, predominantly in the southwest Valley. While positive net absorption was initially driven by users seeking larger blocks of space (300,000sf and greater), demand among smaller tier users (40,000sf-150,000sf) is returning. As the economy strengthens, this momentum is expected to continue and rents are beginning to rise in response to reduced vacancy rates. These positive signs of rising demand are evidence of the need for the type of development represented by **Coldwater Depot III**. This PAD request is consistent with the adjacent Coldwater Depot development and the established land development pattern in the area. Furthermore, the development of this last remaining

parcel is a good land use solution for this vicinity given the limiting shape of the site and the surrounding area. This request will allow development for smaller businesses with warehouse/distribution needs that cannot be accommodated in the first two phases of Coldwater Depot, which are targeting the major users from 150,000 to 600,000 square feet. With the addition of **Coldwater Depot III**, all three phases will then be able to attract the full spectrum of businesses with warehouse and distribution needs and thus generate hundreds of new employment opportunities consistent with the City's vision for this area.

In accordance with Section 6 of the Zoning Ordinance regarding PAD Districts, this is a General Development Plan and Program ("GDPP") that identifies the general development theme for the site including: allowed uses, development standards, design criteria, and the project's landscaping theme.

## ***II. Description of Property and Relationship to Surrounding Properties***

The property is within the Freeway Corridor Specific Plan ("FCSP") and is situated near the western edge of the city of Avondale along Van Buren Street. This site, as well as the surrounding properties to the north and west, is within an area of Avondale that has long been considered by the City as the future employment engine for the City due to its close proximity to the Interstate 10 freeway.

The subject 11.69 net acre (12.86 gross acre) property is located north of the northeast corner of Van Buren Street and 127<sup>th</sup> Avenue and is designated in the Avondale General Plan 2030 as "Business Park." This property is zoned PAD and was originally part of the "Avondale Commerce Center" PAD that was approved in 2005 and is the last remaining vacant parcel between El Mirage Road, Van Buren Street, the Agua Fria River and the I-10 Freeway. The existing Avondale Commerce Center PAD allows the property to be developed as "mixed-use." Access to the property is from 127<sup>th</sup> Avenue on the west and Corporate Drive on the north. The site also enjoys convenient access to several nearby freeway interchanges to the I-10 Freeway, as well as the I-8 Freeway some distance to the south via MC85. It will also have convenient access to the proposed El Mirage Road and I-10 interchange that is planned to be constructed within the next several years.

To the west is the recently approved Coldwater Depot project which is zoned PAD and designated on the Avondale General Plan 2030 Land Use map as "Business Park." Construction has commenced on the approved Coldwater Depot project. Coldwater Depot is being developed with over 930,000 square feet of industrial distribution/warehouse use with cross-dock capabilities. 127<sup>th</sup> Avenue has already been completed from Van Buren Street to the I-10 Freeway, where it terminates in a cul-de-sac with the development of Coldwater Depot.

To the east is the Legacy Traditional charter school. The charter school lies within the Avondale Commerce Center PAD and is zoned PAD.

To the north, beyond Corporate Drive, is the fully developed Avondale Commerce Center, which is zoned PAD. The northern portion of Avondale Commerce Center, adjacent to the I-10 Freeway, is designated as "Business Park" in the General Plan and developed with multiple small footprint warehouse type buildings, which are designed to accommodate truck traffic. The middle portion of Avondale Commerce Center (the parcel immediately north of the subject

property) is developed with a number of small commerce type buildings with limited storage, which are intended to allow for a mixture of smaller commerce park and service uses. The proposed buildings in the **Coldwater Depot III** project are designed to serve regional level businesses with warehouse needs in the range of 40,000 to 150,000 square feet. Given the focus of the first two phases of Coldwater Depot on large national users and the focus of Avondale Commerce center on smaller local users, the **Coldwater Depot III** project represents the ideal complement to attract the mid-tier user.

To the south of the site is a 190' wide parcel intended for the future Van Buren Regional Drainage Channel, a drainage facility intended to convey regional storm water flows along the north side of Van Buren Street from 99<sup>th</sup> Avenue to the Agua Fria River. The Van Buren Regional Drainage Channel is a joint project between the city of Avondale and the Flood Control District of Maricopa County, and the City is currently in the early stages of acquiring the necessary land to develop the channel. South of Van Buren Street is a City owned booster station and vacant land. The booster station is designated as "Public Facility" in the General Plan. Van Buren Street is currently developed with two through lanes in each direction and a center turn lane. For eastbound traffic, a dedicated left turn (north bound) is provided at 127<sup>th</sup> Avenue. For westbound traffic, a new right turn/decel lane for northbound traffic onto 127<sup>th</sup> Avenue has recently been completed as part of the Coldwater Depot project. Additionally, the intersection of 127<sup>th</sup> Avenue and Van Buren will be signalized as part of the first phase of Coldwater Depot, which is currently under construction and scheduled for completion at the end of 1Q2013.



### **III. Consistency with General Plan**

As previously mentioned, the property to the north and west is designated as “Business Park” in the Council adopted and voter approved General Plan 2030. These 11.69 net acres (12.86 gross acres) are planned as the third phase of the approved Coldwater Depot development and an integral part of the entire 66.19 net acre proposed Coldwater Depot master planned business park, which is focused on accommodating the need of the full spectrum of businesses that need varying levels of warehouse and distribution, which in turn generates a breadth of employment opportunities in compliance with the City’s General and Specific Plan goals and objectives for this area.

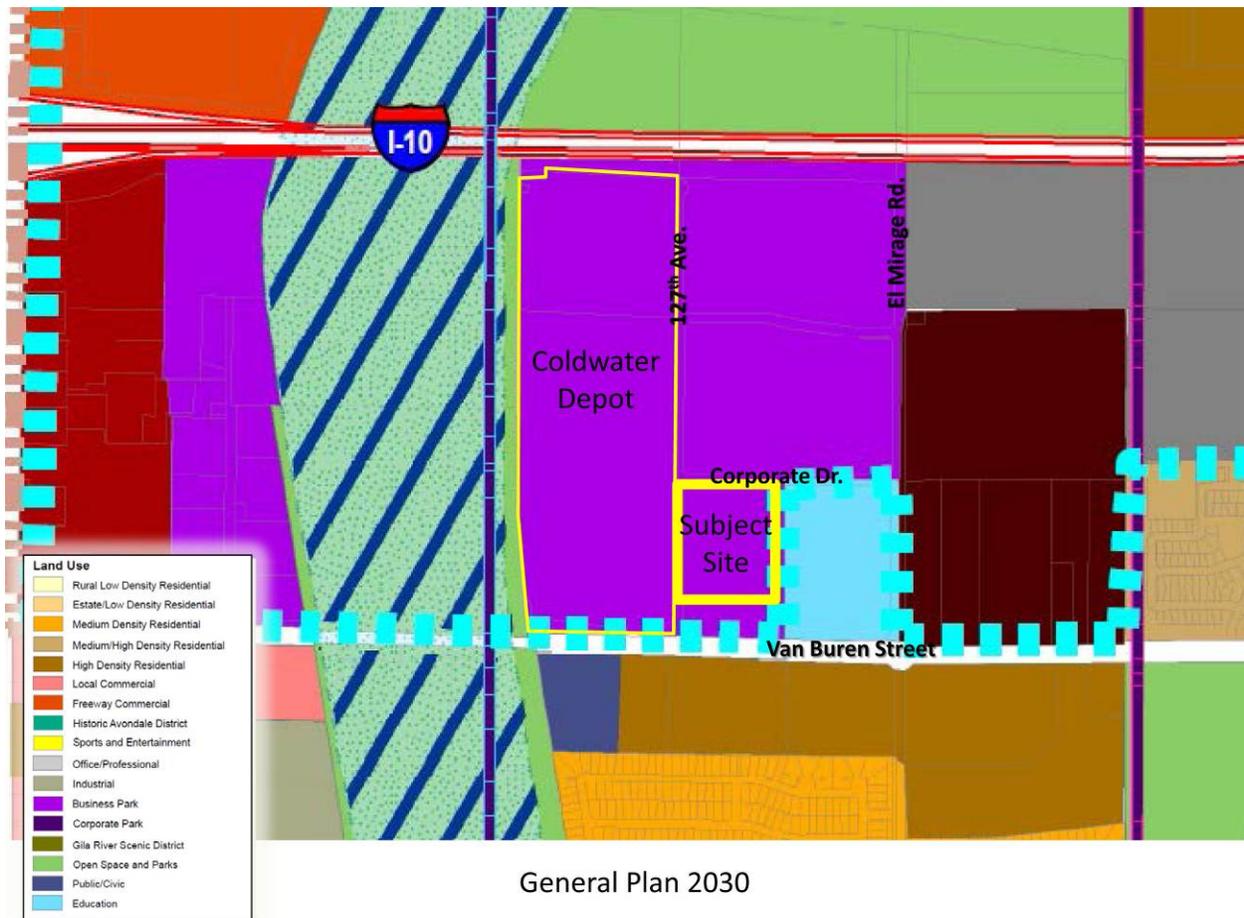
As stated in the General Plan 2030, the “Business Park” land use category is intended to “allow for large scale campus development that provides abundant employment opportunities and offers amenities such as: attractive streetscapes with excess landscaped setbacks, appropriate screening from the I-10 freeway, pedestrian connections, efficient circulation, and refuge areas for active and passive activities to keep a healthy lifestyle for all employees. The category accommodates enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related industry manufacturers, and limited warehouse and support services that support these primary employment uses.”

The intent of this rezoning request is to develop the site with a land use similar to what already exists on the balance of the Coldwater Depot property to the west and what has been developed in the area to the north and really represents the missing piece of business users by the other phases of Coldwater Depot or Avondale Commerce Center. **Coldwater Depot III** therefore complies with the City’s vision to “allow for large scale campus development that provides abundant employment opportunities and offers amenities such as: attractive streetscapes with excess landscaped setbacks...”

The proposed **Coldwater Depot III** PAD is the development plan for this proposed single building project. Given the cross-dock design of the building and the primary site access points along 127<sup>th</sup> Avenue and Corporate Drive, the building is oriented with office entries facing to the west (along 127<sup>th</sup> Avenue) and to the east (toward the Legacy Traditional charter school). Loading functions will be located on the north and south sides of the building and shall be screened from off-site views with a combination of screen walls and landscaping. No residential uses exist in the adjacent area, and the area is mostly developed with warehouse and commerce type buildings that include some level of truck access with loading doors. Activity for users in this square footage business park tier is predominately concentrated within the local market area. These uses typically have a greater ratio of office area to warehouse area and conduct shipping and receiving activities from one side of a building. The only exception to heavy business orientation of this area is the charter school that chose to locate in an area designated for business park and employment uses.

The Business Park land use category encourages facilities that provide employment opportunities. The types of uses allowed in the business park category include large scale campus development that can accommodate enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable

energy manufacturers, motor sports related industry manufacturers, and limited warehouse and support services that support these primary employment uses. When this major employment area is viewed as a whole, the increased level of warehouse storage being allowed for this missing tier of businesses makes logical sense. Employers in this tier will be attracted by the activity generated from the adjacent Coldwater Depot project, and it is important to accommodate these regional level businesses as well. Residential uses are not permitted in this category.



The proposed request will provide an exceptional opportunity for industry and business, which in turn will create hundreds of quality job opportunities for existing and future City residents. It will contribute to the orderly growth of the City and is providing the potential for commerce, industrial, warehouse, and distribution uses in the proper balance for this area of the City. The proposed rezoning is more in-line with the “Business Park” land use category than the existing “mixed-use” entitled through the Avondale Commerce Center PAD zoning.

#### ***IV. Consistency with Freeway Corridor Specific Plan***

The proposed request is also consistent with the objectives and intent of the City's Freeway Corridor Specific Plan in that it provides exceptional employment opportunities. The stated mission of the Plan is to inspire public-private joint ventures to bring about quality economic development in this area—an area having the City's highest urbanizing potential. Trammell Crow Company has already invested in this area by commencing construction on the Coldwater Depot site to the west and is investing further in this infill site to attract major employment-generating users with the desire for arterial road visibility and convenient access to not only Avondale but other valley communities from the adjacent I-10 freeway. As suggested by the Plan, this site is well positioned within the metro area to serve the growing market for both regional and community distribution service facilities. This “last piece of the puzzle” for the Coldwater Depot master planned business park is capturing its special locational advantages and its visibility to create a long term economic benefit by addressing the strong and current market demand that widens the spectrum of employment opportunities for the City. The Coldwater Depot III PAD & GDPP includes development standards, architectural design criteria, and site design criteria that meet the intent of the Plan and are consistent with the City's vision for the area.

As previously noted, this area of the I-10 Freeway corridor is viewed by the Plan as a strategic location for business and employment uses. The freeway accessibility will attract a variety of employers with its regional exposure and visibility. This proposed PAD implements the City's vision to provide quality development along the corridor. The proposed ***Coldwater Depot III*** PAD establishes an architectural character and style that is consistent with the adjacent Coldwater Depot project and the intent of the Avondale Freeway Corridor Specific Plan's (“FCSP”) design criteria. Along with Coldwater Depot to the west, Phase III gives Trammell Crow Company the opportunity to create a consistent, seamless architectural look to all the buildings so that their presence on both the Freeway and Van Buren is clearly evident and appealing. The provisions established by this PAD document propose an attractive “four-sided” application of distinctive architectural design and materials that will create a consistent industrial park vocabulary with the initial two buildings of the Coldwater Depot project. Areas exposed more directly to Van Buren will include an enhanced level of articulation and detail as appropriate for this frontage. The established design criteria for this project pay particular attention to visual interest through an interesting composition of design elements, variety of materials, color accents, unique glass window treatments that complement the building massing, offset walls with decorative elements, accent lighting and thoughtful landscaping that screens or accents as appropriate—all of which provide an exceptional architectural quality to the project.

#### ***V. Detailed Description of Rezoning Request***

As earlier noted, Trammell Crow Company is submitting this request to change the existing “PAD” zoning from the Avondale Commerce Center “PAD” zoning that allows mixed-use to a new “PAD” zoning district that complements the adjacent Coldwater Depot master planned business park. The intent of this rezoning request is to rezone the 11.69 net acre (12.86 gross acre) site to PAD zoning district to allow the development of acreage consistent with the two phases of the Coldwater Depot project.

This remnant infill property is within an area of Avondale that has long been considered by the City as the future employment engine for the City due to its close proximity to the I-10 Interstate Freeway. The I-10 Freeway also provides excellent connections to the Loop 101 Freeway, I-17 (“Black Canyon Freeway”), US 60 Freeway, and the Loop 202 Freeway, providing this site with convenient access to the entire network of Valley freeways and beyond. Additionally, this subject site is situated within a mile and a half from MC85 which provides direct access to the I-8 Freeway and west coast markets. There are six freeway interchanges along the I-10 Freeway between 99<sup>th</sup> Avenue on the east and Bullard Avenue on the west that provide convenient access to this site. Principal access is from 127<sup>th</sup> Avenue and Corporate Drive. A traffic interchange proposed at I-10 and El Mirage Road will also provide access into and out of the general vicinity. The city of Avondale is currently working with the Arizona Department of Transportation (ADOT) to accelerate the design and construction of this interchange, which is currently part of ADOT’s Regional Transportation Plan Freeway Program, Phase IV for 2021-2025.

This proposed request is compatible with the existing employment/business/industrial character of the area. As this area develops with the planned and approved uses and the ultimate transportation network, the proposed PAD zoning for this third phase of Coldwater Depot to attract that missing tier of businesses (in the approximate range of 40,000 to 100,000 square feet or larger) such that the overall master plan can meet the needs of the full spectrum of businesses with quality jobs. Approval of this case will result in a cohesive project able to attract a variety of major users looking for freeway exposure, access and visibility, and close proximity to valley markets. This proposed PAD creates long term stability and vitality to the area.

#### Site Plan

This General Development Plan includes a Conceptual Site Plan to provide the City with an understanding of the general layout for the development of this site. While it is Trammell Crow Company’s intent to develop this site in accordance with the “Conceptual Site Plan” shown in Exhibit C, the final footprint and site layout will be worked out through the City’s defined site plan and development process.

The Conceptual Site Plan involves a single cross-dock distribution warehouse building totaling approximately 187,000 square feet oriented in an east/west direction and providing for office entries at each of the four corners of the building and truck loading activities on the north and side sides of the building. The building fronts (along 127<sup>th</sup> Avenue and the east property line) will be developed with “office-style” features within the context of an industrial/commerce park environment. The Conceptual Site Plan is consistent with the intent of this PAD zoning to address the needs of businesses requiring best-in-class warehouse and distribution facilities. This request provides an exceptional opportunity for the city of Avondale to capture new business/industry opportunities and related employment.

#### Amendments

**Coldwater Depot III** is intended to be developed in a single phase. Any amendments or updates to the General Development Plan/ Conceptual Site Plans or Final Development Plan will consider the following:

- Modifications to this Narrative or any exhibits of this Narrative, including the General Development Plans/Conceptual Site Plans (Exhibit C) shall be governed by the Avondale Zoning Ordinance regarding amendments to the PAD.
- Modifications to Final Development Plans that change or otherwise alter the character or conformance with the approved General Development Plan/ Conceptual Site Plans will be considered a Major PAD Amendment, and shall be reviewed by Staff and the Planning Commission and approved by the City Council.
- All other changes considered minor by the City Planner shall be reviewed and approved administratively by Staff when, in the opinion of the City Planner, these changes are in substantial conformance to the approved General Development Plan/ Conceptual Site Plans.

Regulatory Provisions

This Planned Area Development (“PAD”) request and companion General Development Plan and Program (“GDPP”) has been prepared in accordance with Section 6 of the Zoning Ordinance of the city of Avondale, Arizona to establish the regulatory framework for the **Coldwater Depot III** development by creating development standards and design guidelines specific to the context of this site. This PAD and companion GDPP is a stand-alone document comprised of project specific zoning regulations, including permitted uses, development standards, design criteria, and the project’s landscaping theme. In the event of a conflict between a provision of this PAD/General Development Plan and Program and a provision of the Zoning Ordinance of the city of Avondale, the PAD/GDPP prevails. Where the PAD/General Development Plan and Program does not address a development provision or standard contained within the Zoning Ordinance, the Zoning Ordinance’s provisions for CP (Commerce Park) district shall control. The PAD does not modify other City Code provisions or requirements.

**VI. Land Uses**

This request is consistent with the adjacent Coldwater Depot PAD to the west and the existing development character of this area between Van Buren and the I-10 Freeway and it allows this last remaining site to be developed in an efficient and sustainable manner. This is an infill development that is consistent with the City’s vision for this area and does not adversely impact the existing land uses.

The following land use matrix shows the uses that are permitted outright (P), permitted subject to a conditional use permit (C), permitted with conditions provided herein (PC), as an accessory use to an otherwise permitted use (A) or prohibited (-). The land use matrix is intended to serve as a guide for the convenience of the user of this PAD.

Land Use Matrix	
Permitted Use	P
Permitted Use with Conditions	PC
Conditional Use Permit	C
Accessory Use	A
Not Permitted	-

LAND USE	
Aviation related business, including aircraft repair, sales and service	P
Bakeries, food packaging and freezing, including milk and ice cream plants, but excluding canneries, slaughtering, processing and packaging of meat	P
Business support services - photocopy centers, office supply stores, and package delivery services	P
Design centers	P
Catering	P
Data and call centers	P
Distribution	P
Health and athletic clubs, intended to serve the surrounding employment uses (maximum 10,000 square feet gross building area)	P
Laboratories for product development, testing, experimenting, Investigating, or other research activities - bio-science, medical, dental, pharmaceutical, electronic and similar uses.	P
Landscaping and agricultural supplies and equipment, wholesaling, and storage	P
Manufacturing and assembly, light	P
Manufacturing and assembly, heavy	P
Motor vehicle assembly	P
Packaging of goods	P
Public utility facilities	P
Sale of products manufactured, assembled or warehoused on-site	P
Schools, vocational, business, trade, college, university	P
Warehousing, including government facilities (federal, state, county and city)	P
Wholesaling.	P
Similar uses as determined by the City's Zoning Administrator, or his/her designee	P

**Uses Permitted With Conditions**

Based upon site plan review, land uses listed in the land use matrix as “Permitted with Conditions” may be subject to additional conditions of approval if deemed necessary to protect the health, safety, and public welfare.

**Uses Permitted With a Conditional Use Permit**

The land uses listed in the land use matrix as being permitted subject to a Conditional Use Permit shall require approval of a conditional use permit through the process set forth in Section 1 of the city of Avondale’s Zoning Ordinance prior to approval of a Site Plan.

**VII. Development Standards**

The following development standards shall apply to the development.

A. Landscaping Requirements:

- A minimum fourteen (14) foot wide landscape area shall be provided along the entire length of 127<sup>th</sup> Avenue with the exception of driveways and walkways.
- A minimum fourteen (14) foot wide landscape area shall be provided along Corporate Drive with the exception of driveways and walkways.

- A minimum eight (8) foot wide landscape area shall be provided along the eastern property line.
- B. All activities, except as allowed by conditional use permit as listed in the land use matrix, shall be conducted within enclosed buildings. However, given the primary intended use of the property for businesses with related distribution/warehouse functions, it is understood that large trucks will be maneuvering on the site to deliver or receive loads and will be parked on site during these processes.
- C. All new buildings and uses of land or substantial additions to or remodeling of existing buildings/uses shall be subject to site plan review in accordance with Section 1 of the city of Avondale’s Zoning Ordinance.
- D. The following table outlines the minimum development standards.

Development Standards	Proposed PAD
Maximum height	45’ from finished floor elevation to roof ridge line
Maximum building coverage	No maximum area
Minimum setbacks:	
Front Yard (127th Avenue)	30’ to building; 14’ to parking
Street Side (Corporate Drive)	14’ to building; 14’ to parking
Side Yard (Eastern property line)	30’ to building; 8’ to parking

### VIII. Architectural Design Criteria

#### Architectural Character and Style

The provisions of this section propose an attractive architectural design and materials that will be consistent with the approved architectural styling and materials for Coldwater Depot Phase I and II. Since this project (like Coldwater Depot Phase I and II) will have distribution/warehouse elements with the potential of multiple tenants, the design of the overall building massing will require a majority of the perimeter to be composed of straight exterior wall planes, suitable for efficient interior side rack-storage. However, the fronts of the buildings with potential office areas, particularly those exposed to Van Buren, will include a higher level of articulation and enhanced detail as appropriate for those frontages.

As with the existing Coldwater PAD, this Phase III will have a complementary contemporary style, attractive to industrial and corporate business tenants. The overall design will incorporate strong forms, sophisticated colors, textural materials and painted steel canopies providing shade and shadow to create significant architectural identity while providing additional detail and scale elements to enhance the pedestrian experience at the building entries. Tenant entrances shall be featured along the western (127<sup>th</sup> Avenue) and eastern building frontages. Attention will also be focused on enhanced screening elements, while minimizing the visual impact of dock doors with 8’ screen walls and an attractive desert landscape palette along public streets and the charter school to the east.

Special emphasis will be placed on the prominent east and west elevations of the project by incorporating design elements that promote an enhanced, “office-like” appearance within the

context of this larger industrial/business park. Again, as with Coldwater Depot Phase I and II, visual interest is promoted through an interesting composition of design elements, a variety of materials, color accents, unique glass window treatments that complement the building massing, accent lighting and thoughtful landscaping that screens or accents as appropriate. Varied panel height articulation, color patterning, and architectural reveals will be featured along the truck court areas. All provide for a cohesive and visually pleasing architectural design solution on all four sides of the building.

The desirable architectural design elements proposed for these buildings include:

- Parapet height variation, combined with color modulation, to provide interest to the building's mass;
- Color, texture, shade and shadow through creative use of materials on building facades;
- Building and landscape accent lighting;
- Building entry accentuation with complementary canopy elements;
- Vertical accents at street-fronting building corners with contrasting material elements.
- All buildings shall have clearly defined customer entrance(s), incorporating elements such as recessed glass, projected canopies or overhangs, accent lighting for identification and security, enhanced landscaping, textural paving and signage.

As earlier noted, design elements from the Freeway Corridor Specific Plan are incorporated within the building design, reflecting a high-tech/R&D/business park image resulting from a design vocabulary that combines sophisticated colors, varied and interesting forms and unique, contrasting building materials. Even though the overall composition should be viewed as a whole, it breaks down into components as follows:

- As you approach from the west or east along Van Buren or Corporate Drive, the building corners at the street-fronting elevations begin to visually stand out as a result of contrasting color and texture created by the interesting blend of masonry and over-scaled corrugated metal feature panels.
- Building-mounted signage is also likely on the north, south, east and west building façades primarily above the office portions located at the building corners, adding further color and another design element to the palette.
- The building's east/west facades provide articulated entries that include horizontal and vertical accent panels, trellised entry canopies over the glass entry areas and the corner elements with decorative masonry, corrugated metal and accent light fixtures.

#### Building Mass

The visual impact of this building will depend not only on its footprint size, but also on its relationship between length, width and height. Features such as prominent entries, windows, color and materials are factors in creating the visual impression of a building.

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

- Variation in the parapet wall heights;
- Use of protected and recessed entries with canopy articulation elements;

- Use of vertical elements on or in front of expansive blank walls, such as metal trellises with landscape or light fixtures;
- Inclusion of windows, where appropriate, on elevations facing streets and pedestrian areas;
- Horizontal wall offsets, where appropriate, at predominant exposure areas
- Reveals and fields of contrasting color modulation.

*Building Material and Colors*

Particular attention to detail shall be given to all sides of building so that the main architectural theme/style is articulated on all four sides. Materials and/or colors shall be carried from the main elevation throughout the entire design of the building to produce a comprehensive design solution with specific emphasis as functionally and visually appropriate.

*Proposed Exterior Wall Materials:* Exterior wall materials shall consist of painted concrete tilt-up wall panels, accents of multi-colored concrete masonry units (scored and split-faced or integrally colored of varying sizes), and metal panel or decking accents. Glazing shall be low-reflectance glass with clear anodized framing.

*Exterior Canopy Materials:* Exposed steel canopy framing with articulated beam ‘tails’ and perforated steel decking provide accent color contrast and emphasis at building entries while providing solar protection at larger glazed areas. No “rusted” steel elements are proposed.

*Proposed Exterior Wall Colors:* All exterior wall materials shall be painted in non-reflective, contemporary, neutral gray tones. Masonry proposed at building corners shall be integrally colored and textured. Accent colors specific to individual tenant identity will be considered if complementary to the overall color scheme.

*Materials and Colors Not Permitted:* Wood, unfinished plain concrete or concrete block, exposed downspouts, bright primary colors such as green, yellow, orange, red, blue, purple and the like (unless specifically approved for corporate logo use, as limited accents).

A materials board, with proposed colors, shall be submitted at the time of Final Site Plan and Design review.

*Green Building Elements*

To the greatest degree possible and consistent with the uses to be developed, the Project will strive to meet the environmental goals of the Green Building practices, wherever practical. This commitment will include the following minimum sustainable practices:

- Use of low water consumption plumbing fixtures and or dual flush;
- Utilize recycled building materials such as; steel, miscellaneous metals, ceiling tile and insulation, composite wood products, gypsum wallboard, fly-ash in the concrete mix and aggregates for asphalt paving.
- Utilize energy efficient lighting and mechanical equipment.
- Stimulate the economy by procuring building materials regionally within 500 miles of project site.
- Paints, coatings, adhesives, sealants, and floor coverings that are low Volatile Organic Compound (VOC) emitting will be used.
- Use of a photo voltaic system mounted on the roof or parking canopies if feasible.

### Sample Conceptual Elevations

Included in Exhibit D are representative images of the proposed building's architectural style. Final building design, materials and colors shall be defined with the Site Plan and Design Review submittal as approved by Staff.

## **IX. Site Design Criteria**

### Building Orientation

The site is square in nature with two street frontages. The primary faces of the building will be oriented to the west and to the east to provide for the most efficient coverage of the site with the narrow ends of the building located along the western and eastern boundaries. Special emphasis and strong design elements are intentionally placed at the corners of the south elevation to promote an "office-like" appearance from Van Buren Street within the context of the industrial development. The orientation of the building in this manner provides that the truck courts will be located on the north and south sides of the building; however, the loading area on the south side of the building is over 200' away from Van Buren Street and screened from off-site views in accordance with the Screening subsection below. This design layout enhances the efficiency of dock-door access and truck-court maneuverability. These elements are consistent with the design of comparable distribution/warehouse facilities and are paramount to the operational considerations of typical end users/tenants.

### Parking

Parking is provided at a ratio of approximately 1.0 space per 1,000 square feet as shown on the Conceptual Site Plan in Exhibit C. The amount of parking is designed to accommodate the range of uses as proposed in this PAD based on the ratios established in Section 8 of the Zoning Ordinance. For example, the development will not necessarily exceed the City's maximum if the building is occupied by manufacturing uses rather than traditional warehousing uses. The layout/location of the parking areas is designed to separate auto traffic from truck traffic to the greatest extent possible.

### Screening

*Parking and Truck-Court Areas.* Where screening is required by development regulations, a combination of elements shall be used including solid walls and landscaping. The method of screening shall be architecturally compatible with the adjacent building in terms of materials and colors. Trash enclosures and building service facilities will be sited away from project entrances and interior circulation drive aisles when feasible.

- Perimeter Public Streets: All car parking areas adjacent to 127<sup>th</sup> Avenue shall be screened from the public right-of-way by a minimum three (3) foot screen wall.
- North and South Truck Court Areas: The north and south truck court areas shall be screened with a combination of screen walls and landscaping. Height and final design of the walls will be determined during design review at the discretion of the Zoning Administrator. Landscaping to the south of the south truck court screen wall shall be installed with the construction of the future Van Buren Regional Drainage Channel.
- Screen Walls: All screen walls shall be architecturally consistent and compatible with materials used for the adjacent buildings, and shall complement the design of the adjacent buildings.

*Utility and Mechanical Equipment.* All roof mounted equipment, satellite dishes and ventilators projecting above the roofline will be fully screened from adjacent public views by the buildings' perimeter parapets. No secondary screen elements are proposed unless specifically complementary to the design of the overall building(s).

Wall mounted equipment, if any, shall be made visually subordinate to architectural features that blend with the design of the building(s).

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

Exterior electrical service entrance sections (S.E.S.) and panels located in the truck court area shall be screened from the street frontage utilizing the perimeter screen wall methods outlined in the *Parking and Truck Court Areas* sections of the PAD. Any exterior electrical service entrance sections (S.E.S.) and panels not located in the truck court areas shall be screened from the street frontage with doors, landscaping, or a solid wall (with landscaping) of similar building materials of the main development and equal to or greater than the height of the electrical equipment. These criteria shall be reviewed in context with utility company requirements and approved by Staff.

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

*Trash Enclosures.* Any trash or refuse collection areas located outside the truck court areas shall be enclosed by a minimum six (6) foot high wall. All gates shall be opaque and designed to complement the building architecture. No refuse collection area shall be permitted between any street and the building setback line. Trash enclosures will meet city of Avondale Standard Detail requirements.

#### Walls and Fences

Walls and fences shall be designed to complement the site's architecture and shall be of masonry block construction and/or open painted metal-picket type, painted in earth tone colors, compatible with the building colors.

Landscaping will be provided on the public side of masonry screen walls along 127<sup>th</sup> Avenue and Corporate Drive.

Unless otherwise stated in this PAD, walls and fences shall conform to the standards outlined in Section 12 of the Zoning Ordinance effective as of the date of this PAD approval.

#### Lighting

All lighting for the project shall comply with the outdoor lighting provisions as required for A-1 zoning, except as enhanced or modified herein:

- Accent lighting of selected landscape building entry features will be required and shall use low-voltage type lamps.

- Dock-side light fixtures shall be located on building walls approximately 25' above pavement, directed downward and shall be fully shielded.
- The design of lighting fixtures shall be of a scale and architectural design compatible with the project.

### Public Art

To the extent this project meets the minimum thresholds outlined in Avondale's Zoning Ordinance Section 11 – Required Public Art for New Planned Area Developments (PAD), Commercial, Office, Employment and Municipal Construction, the project shall either (a) incorporate public art within the project possibly through unique treatments on screen walls, gates, benches or walkways, or (b) make a contribution to the City's public art fund. Details of the public art component shall be finalized at the time of Final Site Plan review.

## ***X. Landscaping Design Criteria***

### Landscaping Theme and Details

The goal of the landscape design will be to create a comfortably scaled development with tree lined streets and public spaces, provide a reflection of the architectural character, height and density of the buildings, and enhance the environment with color and plant variety. Again, given the existing approved landscape theme for Coldwater Depot I and II, the desire is to utilize a consistent theme and plant palette for this Phase III, so it is clear to users, visitors and passersby that **Coldwater Depot III** is the third phase of a master planned business park. In addition to the following requirements, landscaping shall meet the minimum requirements set forth in Section 12 of the Zoning Ordinance, unless otherwise stated in this PAD.

As with the earlier phases of Coldwater Depot, the landscape palette will give consideration to low water use, visual screening, air quality, shading and minimized long term maintenance. The list of plants proposed for this project is included as Exhibit E. These plants were selected from the most current version of the Arizona Department of Water Resources Low Water Use/Drought Tolerant Plants List as required by the City. The landscape will transition from the perimeter area's natural design into a more "urban" concept that is greener and lush at the building entrances and entry drives. Arid-regional and low water use plants will be used throughout and accented by decorative plantings and massing of accents and shrubs. Tree groupings will provide partial screening of the dock areas. Plant placements and landscape architectural design will range from informal at the perimeter and frontage to more formal groupings within the building's hardscape and pedestrian areas, creating an overall theme that will complement the project's architecture.

Foundation plantings shall be planted adjacent to building entries to accentuate the building design and highlight building entrances, while providing a buffer between building and parking areas. Truck court areas will not have foundation or other plantings due to the nature of dock activities. The access drives along 127<sup>th</sup> Avenue and Corporate Drive will have low height plantings to improve street visibility and driver safety.

Given the square configuration and directional gentle sloping of the site, primary site retention (with the exception of first flush) will be accommodated within the 190' wide open drainage

channel planned along the full length of the Van Buren frontage<sup>1</sup>. All retention or drainage conveyance areas within the site with side-slopes adjacent to the right-of-way shall be landscaped. If retaining walls in site retention basins are necessary, they shall utilize the same materials as the building screen wall elements.

A minimum ten percent (10%) of the net site area shall be landscaped, which equates to 50,922sf based on a net site area of 11.69 acres. The City can accept less landscaping on the site since the future Van Buren Regional Drainage Channel and recreation corridor will run directly south of the **Coldwater Depot III** site; however, if the actual landscape area for the **Coldwater Depot III** project is less than 50,922sf, the **Coldwater Depot III** project will be required to provide a fee in lieu contribution to the City based on the square footage differential between the minimum landscape area of 50,922sf and the actual landscape area of the project, with the dollar amount of the contribution calculated using Zoning Ordinance methods for determining quantities and sizes of plants. If the actual landscape area of the **Coldwater Depot III** project is 50,922sf or greater, no fee will be required. A preliminary landscape plan will be submitted with the first phase Site Plan submittal.

#### Open Space

Given the planned industrial use, the majority of the site's land area will consist of the building footprint, truck court and drive aisles. Open space for the **Coldwater Depot III** project shall be well accommodated via the future 190' wide Van Buren Regional Drainage Channel located immediately south of the site.

## **XI. Signs**

As with other elements of the PAD, it is desired and intended that the signage for **Coldwater Depot III** will be developed consistent with the signage for the first two phases of Coldwater Depot within the context of the unique multi-tenant needs of these smaller buildings fronting directly out to either Van Buren or Corporate Drive. The Comprehensive Signage Program for Coldwater Depot III is included in Exhibit F.

## **XII. Infrastructure**

Corporate Drive and 127<sup>th</sup> Avenue are completed streets with public rights-of-way. As such, the project's street improvements will generally consist of new/modification to existing curb and gutter at driveway entrances, sidewalks, streetlights, and perimeter landscaping in accordance with the City's requirements for right-of-way improvement. Since this is an infill industrial development, it does not require the larger or more elaborate public infrastructure improvements that might otherwise be needed for a Mixed-Use development. In fact, the likelihood is that the infrastructure demand for the proposed warehouse/distribution facility will be less on the City's system than previously approved uses.

#### Domestic water

There is no adverse impact to the City's water system. The property lies within the city of Avondale's water service area, which has jurisdiction over the water facilities serving the site. Building and uses under the Mixed-Use and Employment designations will have similar water

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<sup>1</sup> See Section XII – Infrastructure, subparagraph Retention for information regarding the 190' drainage channel system.

demands. Public records indicate there is an existing 12" domestic water line in 127<sup>th</sup> Avenue that will serve the domestic water needs of the 11.69 net acre site. This line connects to a major water transmission line located in Van Buren Street.

#### Sanitary Sewer

This amendment will not have an adverse impact on the City's sanitary sewer system, which has jurisdiction over the subject property. Public records indicate there is an 8" sewer line located in Corporate Drive. This line is connected to a main sewer transmission line running in El Mirage Road, and is available to serve the sanitary sewer needs of the 11.69 net acre site. As noted above for other infrastructure elements, this minor amendment in land use category will not negatively affect the sewer flow.

#### Retention

In accordance with city of Avondale requirements, the **Coldwater Depot III** project will provide retention for the 100-year, 2-hour frequency storm event. While this retention would normally be provided onsite, the project will accommodate only first flush onsite with all remaining retention for the project to be accommodated within the 190' wide Van Buren Regional Drainage Channel located on the north side of and along the entire length of Van Buren Street. The Van Buren Regional Drainage Channel is a joint project between the Flood Control District of Maricopa County and the city of Avondale to collect and channel 10-year storm flows within an area bounded on the north by Interstate 10, on the south by Van Buren, on the east by 99<sup>th</sup> Avenue and on the west by the Agua Fria River with ultimate outlet to the Agua Fria River.

The city of Avondale and the Flood Control District of Maricopa County anticipate finalizing the design concept report for the Van Buren Regional Drainage Channel by Spring 2013. Construction of the Van Buren Regional Drainage Channel facility will be jointly borne between the City and the Flood Control District of Maricopa County, and shall not be a cost of the **Coldwater Depot III** project.

#### Phasing

The PAD is anticipated to be developed in one phase.

### ***XIII. Conclusion***

The proposed PAD will provide an exceptional opportunity for the city of Avondale to capture business and industry opportunities, which in turn will create job opportunities for existing and future City residents. This remnant infill parcel has the potential to add significant new jobs to the City. In this way, the proposed request will contribute to balance the City's job-to-population ratio and to the City's vision for orderly growth.

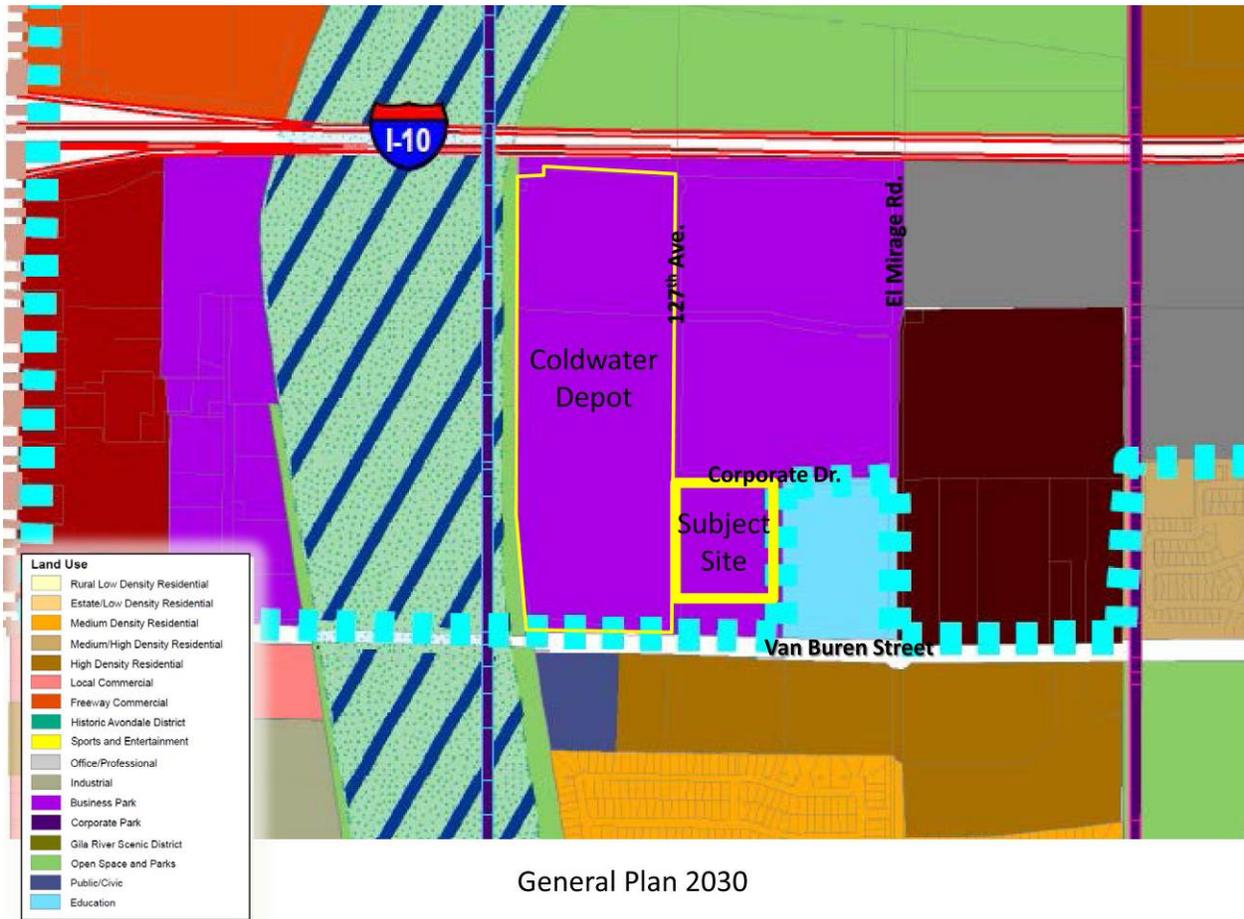
Based upon the analysis provided within, we believe this Planned Area Development ("PAD") request and companion General Development Plan and Program for 11.69 net acres (12.86 gross acres) is consistent with the overall intent and goals of the city of Avondale General Plan, the adopted Freeway Corridor Specific Plan and the City Zoning Ordinance which sets forth vision and expectations for this area. The proposed PAD zoning will enhance the other planned uses in the area and complete the spectrum of size and space needs for business users (with the potential need for warehouse/distribution elements) in the greater Coldwater Depot master plan. It offers more flexibility to meet the needs in this unique setting than the existing and prior zoning. It also provides an appropriate Employment land use designation and zoning district that knits well into Coldwater I and II as well as the other buildings in Avondale Commerce Center. The proposed request supports the City's vision for this new employment area.

List of Figures	
Vicinity Map.....	Exhibit A
Avondale General Plan Land Use Map.....	Exhibit B
General Development Plan/Conceptual Site Plan.....	Exhibit C
Conceptual Renderings.....	Exhibit D
Landscape Palette List.....	Exhibit E
Comprehensive Signage Program.....	Exhibit F
Legal Description.....	Exhibit G

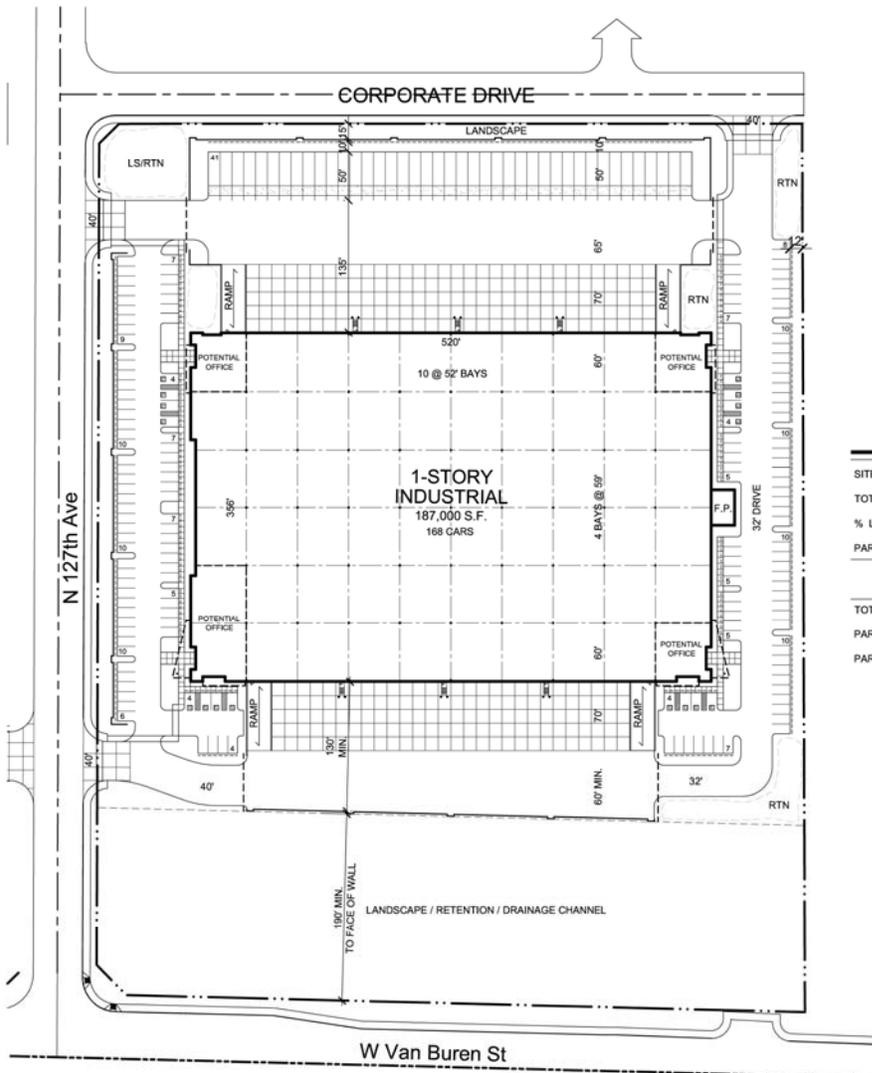
# EXHIBIT A Vicinity Map



## EXHIBIT B Avondale General Plan Land Use Map



## EXHIBIT C General Development Plan/ Conceptual Site Plan



### SITE DATA

SITE AREA, NET:	509,216 s.f. (11.69 Ac)
TOTAL BUILDING AREA:	187,000 s.f.
% LOT COVERAGE:	36.7%
PARKING REQUIRED:	
20,000 / 500 S.F.	40 Spaces
167,000 / 5,000 S.F.	34 Spaces
TOTAL PARKING REQUIRED:	74 Spaces
PARKING PROVIDED:	168 Spaces
PARKING RATIO:	1.0/1,000 S.F.

Trammell Crow Company



**COLDWATER DEPOT III**  
N.E.C. 127th Avenue and Van Buren Street  
Avondale, Arizona

# EXHIBIT D Conceptual Rendering



**COLDWATER DEPOT III**  
NWC 127TH Avenue & van Buren Street  
Avondale, Arizona  
12074 01.13.13

## **EXHIBIT E**

### **Landscape Palette**

#### **TREES**

<b>Botanical Name</b>	<b>Common Name</b>
Acacia Sp.	Acacia, Wattle
Brachychiton populneus	Bottle Tree
Caesalpinia Sp.	Bird-of-Paradise
Chamaerops humilis	Mediterranean Fan Palm
Chilopsis linearis	Desert Willow
Dalbergia sissoo	Sissoo Tree
Eucalyptus Sp.	Eucalyptus
Fouquieria Sp.	Ocotillo
Olea europaea 'Swan Hill'	Swan Hill Olive Tree
Olneya tesota	Ironwood
Parkinsonia Sp. (Cercidium Sp.)	Palo Verde
Pinus eldarica	Mondel Pine
Prosopis Sp.	Mesquite
Quercus Sp.	Oak
Sophora secundiflora	Texas Mountain Laurel
Ulmus parvifolia cv. 'Sempervirens'	Chinese Elm Tree

#### **SHRUBS**

<b>Botanical Name</b>	<b>Common Name</b>
Agave Sp.	Century Plant, Agave
Aloe Sp.	Aloe
Ambrosia deltoidea	Triangle Leaf Bur-sage
Asclepias subulata	Desert Milkweed
Baccharis Sp.	Desert Broom, Coyote Brush
Baileya multiradiata	Desert Marigold
Caesalpinia Sp.	Bird of Paradise
Calliandra californica	Baja Red Fairy Duster
Cailliandra eriophylla	Pink Fairy Duster
Convolvulus cneorum	Bush Morning Glory, Silverbush
Dalea Sp.	Smoketree, Indigo Bush
Dasyilirion Sp.	Desert Spoon
Dodonaea viscosa	Hopbush
Encelia Sp.	Brittlebush
Eremophila Sp.	Emu Bush
Euphorbia biglandulosa (rigida)	Euphorbia
Hesperaloe Sp.	Hesperaloe
Larrea tridentata	Creosote Bush
Leucophyllum Sp.	Texas Sage, Texas Ranger
Muhlenbergia Sp.	Gulf Muhly
Nadina domestica	Heavenly Bamboo

Nerium oleander 'Petite Pink'	Oleander 'Petite Pink'
Nolina Sp.	Bear Grass
Pedilanthus macrocarpus	Lady Slipper
Penstemon sp.	Penstemon
Psilostrophe cooperi	Paperflower
Pyracantha Sp.	Pyracantha, Fire-thorn
Ruellia Sp.	Ruellia
Salvia Sp.	Sage
Senna Sp. (Cassia Sp.)	Cassia
Simmondsia chinensis	Joboba
Tecoma Sp.	Tacoma
Thevetia peruviana	Yellow Oleander
Vauquelinia Sp.	Rosewood
Viguiera parishii (Viguiera deltoidea)	Golden Eye
Viguiera tomentosa	Golden Eye
Yucca Sp.	Yucca

**VINES**

Botanical Name	Common Name
Antigonon leptopus	Coral Vine, Queen's Wreath
Bougainvillea Sp.	Bougainvillea
Macfadyena unguis-cati	Cat's Claw
Passiflora foetida	Passion Vine

**GROUNDCOVER**

Botanical Name	Common Name
Dalea Sp.	Smoketree, Indigo Bush
Gazania Sp.	Gazania
Glandularia peruviana (Verbena peruviana)	Peruvian Verbena
Lantana Sp.	Trailing Lantana
Oenothera berlandieri (O.speciosa)	Mexican Evening Primrose
Rosmarinus officinalis cv. 'Prostratus'	Prostrate Rosemary
Wedelia triolbata	Yellow Dot

**EXHIBIT F**  
**Comprehensive Signage Program**

## **EXHIBIT G**

### **Legal Description**

A portion of the Southeast quarter of Section 2, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the City of Avondale Brass cap in handhole marking the Southeast corner of said Section 2, from which a Maricopa County Department of Transportation brass cap flush bears North 88 degrees 22 minutes 14 seconds West 2638.95 feet, said line is the South line of the Southeast quarter of said Section 2 and is the basis of the bearings in this description;

THENCE North 88 degrees 22 minutes 14 seconds West 555.63 feet along said South line to the Southerly extension of the East line of Lot 3A, "REPLAT OF LOT 4 OF AVONDALE COMMERCE CENTER", recorded in Book 1094 of Maps, Page 47, records of Maricopa County, Arizona;

THENCE North 00 degrees 03 minutes 25 seconds East 255.10 feet along said East line to the North line of the South 255.00 feet of said Southeast quarter and the POINT OF BEGINNING;

THENCE North 88 degrees 22 minutes 14 seconds West 762.46 feet along said North line to the monument line of 127th Avenue;

THENCE North 00 degrees 22 minutes 06 seconds East 726.99 feet to a City of Avondale Brass Cap Flush with the pavement at the intersection of 127th Avenue and Corporate Drive;

THENCE South 89 degrees 49 minutes 25 seconds East 758.22 feet along the monument line of Corporate Drive to the Northerly extension of the East line of said Lot 3A;

THENCE South 00 degrees 03 minutes 25 seconds West 746.33 feet along said East line to the POINT OF BEGINNING.

Comprising 12.856 acres or 560,022 square feet more or less, subject to all easements of record.



**Excerpt of the Minutes of the regular Planning Commission meeting held February 21, 2013 at 6:30 p.m. in the Council Chambers.**

**COMMISSIONERS PRESENT**

Sean Scibienski, Chair  
Michael Demlong, Vice Chair  
Lisa Amos, Commissioner  
Michael Long, Commissioner  
Angela Cotera, Commissioner  
Kevin Kugler, Commissioner

**COMMISSIONERS EXCUSED**

Grace Carrillo, Commissioner

**CITY STAFF PRESENT**

Tracy Stevens, Planning Manager  
Chris Schmaltz, Legal Counsel  
Ken Galica, Planner II  
Eric Morgan, Planner II  
Paul Lopez, Engineering Project Manager  
Linda Herring, Development Services Representative

**APPLICATION NO.**                    PL-12-0205

**APPLICANT:**                        Ms. Catherine Thuringer  
Trammell Crow Company  
(602) 285-3104

**PROPERTY OWNER:**            Ms. Catherine Thuringer  
Coldwater Industrial Associates 3, LLC  
(602) 285-3104

**REQUEST:**                         This is a public hearing before the Planning Commission to review and solicit public input on a request by Ms. Catherine Thuringer, Trammel Crow Company, to rezone 11.7 acres of property located approximately 190 feet north of the northeast corner of Van Buren Street and 127th Avenue. This request will replace the property's existing PAD (Planned Area Development) zoning with a new PAD development program. The proposed PAD zoning will allow for the development of enclosed light industrial uses, such as warehousing, distribution, and light manufacturing.

Ken Galica stated that application PL-12-0205 is a request for a PAD rezoning for the Coldwater Depot III project. The location is approximately 190 feet north of the northeast corner of Van Buren Street and 127<sup>th</sup> Avenue, south of the Avondale Commerce Center. To the west are Coldwater Depot I and II, and to the east is the Legacy Traditional School. To the south is a planned multi-use recreational trail and drainage corridor that will connect 99<sup>th</sup> Avenue to the Agua Fria River.

Mr. Galica said the General Plan designation is Business Park. The PAD contains a conceptual site plan and architectural renderings for development of the site. Permitted uses in the PAD are identical to the property to the west, which includes distribution and light manufacturing. The conceptual site plan shows an 180,000 square foot cross-dock distribution facility. Dock doors will face north and south, while offices and employee parking will face east and west. Staff will ensure that appropriate screening measures are in place to cover dock doors. The building itself will be designed with neutral tones. Entrance areas will be emphasized with design elements such as canopies and texture changes. Variations in parapet heights and color changes will break up the longer walls. Green building elements will be incorporated into the building.

Mr. Galica said the development standards that the PAD proposes are largely in accordance with the City's Commerce Park (CP) and General Industrial (A-1) Zoning Districts. One exception is that signage standards allow 33% larger wall-mounted signs than typically permitted, due to the size of the building.

The off-sites are mostly complete, needing only sidewalks, landscaping, and streetlights. The proposal is consistent with the General Plan and character of the area. Staff recommends approval of PL-12-0205 subject to six standard stipulations.

Commissioner Kugler inquired whether the recreational and drainage channel would include a berm with vegetation that would help soften the visual impact of the building. Mr. Galica explained that the channel is still a few years away, so there will be an interim period with only a screen at the perimeter of the site. The corridor is still in the design process and suggestions could be incorporated into this section of the trail.

Vice Chair Demlong requested an explanation of the difference between a rezoned PAD and the current land use designation. Mr. Galica said under C-2 Commercial, the land would likely attract a small strip mall. The original PAD was developed when the General Plan designation on the property was Mixed Use. Properties west of El Mirage Road have been designated a Business Park adjacent to the freeway to create a business core, and the City has greatly intensified the remainder of the freeway corridor. Vice Chair Demlong inquired about the types of jobs this PAD would bring compared to the previous designation. Mr. Galica said Commercial use would have generated mostly retail and possibly some office jobs.

Vice Chair Demlong asked whether there would be any restrictions on hours of operation, and about the traffic the PAD would generate. Mr. Galica said the access restrictions would depend on the user. Paul Lopez, Engineering Project manager, said this building would represent about 20% of the entire Coldwater Depot project when built out. Staff is still working on a traffic impact analysis, but estimates are that 400 vehicles would be present during peak hours, and about 17% of them would be trucks. Truck traffic could make left turns at Dysart Road and Van Buren Street. The left-turn lane there will be lengthened as much as possible. Once the El Mirage Road off ramps are built from the I-10, trucks will be able to route right into the PAD, making Dysart Road less of an issue.

Commissioner Long said he would rather see this type of facility in this area than a strip mall. It would bring in more jobs, and be more beneficial to the City in the long term. Commissioner Cotera asked about the school's reaction to the PAD. Mr. Galica reported that the school was notified and they have not expressed any concerns. Commissioner Amos inquired whether maintenance costs would increase for Van Buren Street, considering the increased truck traffic. Mr. Lopez said the pavement on Van Buren Street is set up for truck traffic, but 127<sup>th</sup> Avenue would wear faster, since it was planned under different zoning conditions. Van Buren Street is built to its full capacity and no additional lane width is needed.

Commissioner Kugler inquired whether the City is negotiating with Trammell Crow for the acquisition future drainage & recreational corridor land. Mr. Galica said the City would begin negotiating with Trammell Crow once they have purchased the property from its current owner.

Chair Scibienski said he has mixed feelings about the project. Under the current scenario, no other project would fit as well as the Trammell Crow project, but previous concepts might have been better. A small medical complex could have also fit on the parcel, which would have drawn higher income jobs. Screening the view from Van Buren Street is crucial, and he suggested asking the Arts Council to propose ways to beautify the screen wall.

Chair Scibienski inquired about parking accommodations for the proposed drainage channel and trail. Mr. Galica responded that it would be built in two phases. Phase I would connect 113<sup>th</sup> Avenue at the far east corner of City Center to the River Trail, and Phase II covers everything east of 113<sup>th</sup> Avenue. If parking becomes an issue, it could be accommodated somewhere, but the trail is primarily envisioned to be used by residents who want to avoid driving their vehicles. Chair Scibienski imagined that safety issues could arise if heavy trucks are turning onto 127<sup>th</sup> Avenue, while children are cycling. Mr. Galica responded that the specific details have yet to be worked out, but chances are that it will be an at-grade crossing possibly using a dedicated pedestrian signal. Below grade crossings are very expensive to build and are unlikely to be provided.

Chair Scibienski invited the applicant to address the Commission. Stephen Earl, Curley & Lagarde P.C., 3101 N Central Avenue, Ste 1000, Phoenix, Arizona, 85012 spoke on behalf of the Trammell Crow Company. He said the three-phase project began one year ago. Phase I is a 600,000 square foot building that is currently under construction. All of the loading docks there are completely obscured from view by a decorative wall along 127<sup>th</sup> Avenue. This project is paying the cost to install the portion of the Agua Fria River Trail on the segment between Van Buren Street and the I-10 Freeway. Phase I will be completed in April and construction will start on Phase II, followed by Phase III. Phase III has evolved over time as the drainage channel project has changed. Trammell Crow will work with staff to ensure that the docks will be obscured from Van Buren Street. The completed project will become a significant employment center, and would help boost the viability of the Avondale Commerce Center. Phase III alone could accommodate up to 200 employees. Trammell Crow agrees to all the stipulations.

Commissioner Kugler inquired about the facility's hours of operation. Mr. Earl responded that he does not anticipate that the facility would operate around the clock, though work would start early in the morning and last into the evening. Unlike commercial or office uses, traffic generated by this type of building tends to be at off-peak times. The likelihood of significant nighttime use is small, and noise would not extend as far south as the residential neighborhood. Lights will be completely obscured.

Chair Scibienski opened the public hearing. With no citizens wishing to speak, he closed the public hearing.

Commissioner Long **MOVED** that the Planning Commission accept the findings and recommend approval of application PL-12-0205, a request to rezone the subject property by adopting the Coldwater Depot III Planned Area Development General Development Plan and Program subject to the six staff recommended conditions of approval. **There was no second.**

Commissioner Cotera **MOVED** that the Planning Commission accept the findings and recommend approval of application PL-12-0205, a request to rezone the subject property by adopting the Coldwater Depot III Planned Area Development General Development Plan and Program subject to the six staff recommended conditions of approval, with an additional stipulation that the south truck bays will be completely obscured to a person traveling in a standard passenger vehicle on Van Buren Street with an aesthetically appropriate barrier. Vice Chair Demlong **SECONDED**.

Commissioner Amos felt the term "completely" was too restrictive. Commissioner Long said "standard passenger vehicle" was too broad, and felt staff has proven capable of ensuring that screening requirements are met. Commissioner Kugler offered an industry standard definition on line of sight questions.

#### **ROLL CALL VOTE**

Sean Scibienski, Chair	Nay
Michael Demlong, Vice Chair	Nay
Lisa Amos, Commissioner	Nay
Grace Carrillo, Commissioner	Excused
Michael Long, Commissioner	Nay
Angela Cotera, Commissioner	Nay
Kevin Kugler, Commissioner	Nay

#### **The motion failed 6-0.**

Commissioner Cotera **MOVED** that the Planning Commission accept the findings and recommend approval of application PL-12-0205, a request to rezone the subject property by adopting the Coldwater Depot III Planned Area Development General Development Plan and Program, subject to the six staff recommended conditions of approval, plus an additional stipulation that the southern truck bays will be effectively obscured to a six-foot tall person standing in the Van Buren Street right-of-way, with an aesthetically appropriate barrier. Vice Chair Demlong **SECONDED**.

Vice Chair Demlong said he appreciates what Trammell Crow is doing for the City, and for economic development, but he did not feel that the project was right for this area, because of the visual appearance, the increased traffic, noise, and the loss of job diversity. The property was originally zoned as a buffer for the residential neighborhood nearby.

#### **ROLL CALL VOTE**

Sean Scibienski, Chair	Aye
Michael Demlong, Vice Chair	Nay
Lisa Amos, Commissioner	Aye
Grace Carrillo, Commissioner	Excused
Michael Long, Commissioner	Aye
Angela Cotera, Commissioner	Aye
Kevin Kugler, Commissioner	Aye

#### **The motion carried 5 to 1.**

## **ORDINANCE 1515-313**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 12.856 ACRES LOCATED EAST OF 127TH AVENUE AND NORTH OF VAN BUREN STREET, AS SHOWN IN APPLICATION PL-12-0205, REZONING SUCH PROPERTY FROM AN EXISTING PLANNED AREA DEVELOPMENT TO A NEW PLANNED AREA DEVELOPMENT.

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

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

**WHEREAS**, the Commission held a public hearing on Thursday, February 21, 2013, on the amendment to the Zoning Atlas, after which the Commission recommended approval; and

**WHEREAS**, the City Council held an additional public hearing regarding the amendment to the Zoning Atlas on March 4, 2013.

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

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

**SECTION 2.** The ± 12.856 acre parcel of real property generally located east of 127th Avenue and north of Van Buren Street, as shown in application PL-12-0205 (the “Property”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from the existing Planned Area Development to a new Planned Area Development subject to the following stipulations:

1. The development shall be in substantial conformance with the Coldwater Depot III PAD General Development Plan and Program, date stamped February 5, 2013, except as modified by these conditions.
2. Revisions to the Traffic Impact Analysis to address any outstanding concerns of the City’s consultant, Lee Engineering, are required before a Site Plan can be approved.

3. All future submittals shall show all driveways on opposite sides of the street for 127th Avenue and Corporate Drive.
4. Access to the site from Van Buren Street shall be prohibited.
5. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, transit stops, or other traffic enhancements may be required during the site plan review process as determined after review of and approval of the Traffic Impact Analysis by the City Engineer or designee.
6. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
7. The south truck bays will be effectively obscured to a 6 foot person standing in right-of-way on Van Buren Street with an aesthetically appropriate barrier.

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

SECTION 4. 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, March 4, 2013.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1515-313

[Legal Description and Map]

See following pages.

# DESCRIPTION

OF PARCEL TO BE  
REZONED, 127TH AVENUE  
& VAN BUREN STREET,  
AVONDALE, ARIZONA

A portion of the Southeast quarter of Section 2, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the City of Avondale Brass cap in handhole marking the Southeast corner of said Section 2, from which a Maricopa County Department of Transportation brass cap flush bears North 88 degrees 22 minutes 14 seconds West 2638.95 feet, said line is the South line of the Southeast quarter of said Section 2 and is the basis of the bearings in this description;

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THENCE South 00 degrees 03 minutes 25 seconds West 746.33 feet along said East line to the POINT OF BEGINNING.

Comprising 12.856 acres or 560,022 square feet more or less, subject to all easements of record.



EXPIRES 3/31/14

  
**SUPERIOR**  
SURVEYING SERVICES, INC.

21415 N. 23rd Avenue  
Phoenix, AZ 85027  
623-869-0223 (office)  
623-869-0726 (fax)  
www.superiorsurveying.com  
info@superiorsurveying.com

DATE: 1/7/13

JOB NO.: 120829

# EXHIBIT

OF PARCEL TO BE  
REZONED, 127TH AVENUE  
& VAN BUREN STREET,  
AVONDALE, ARIZONA

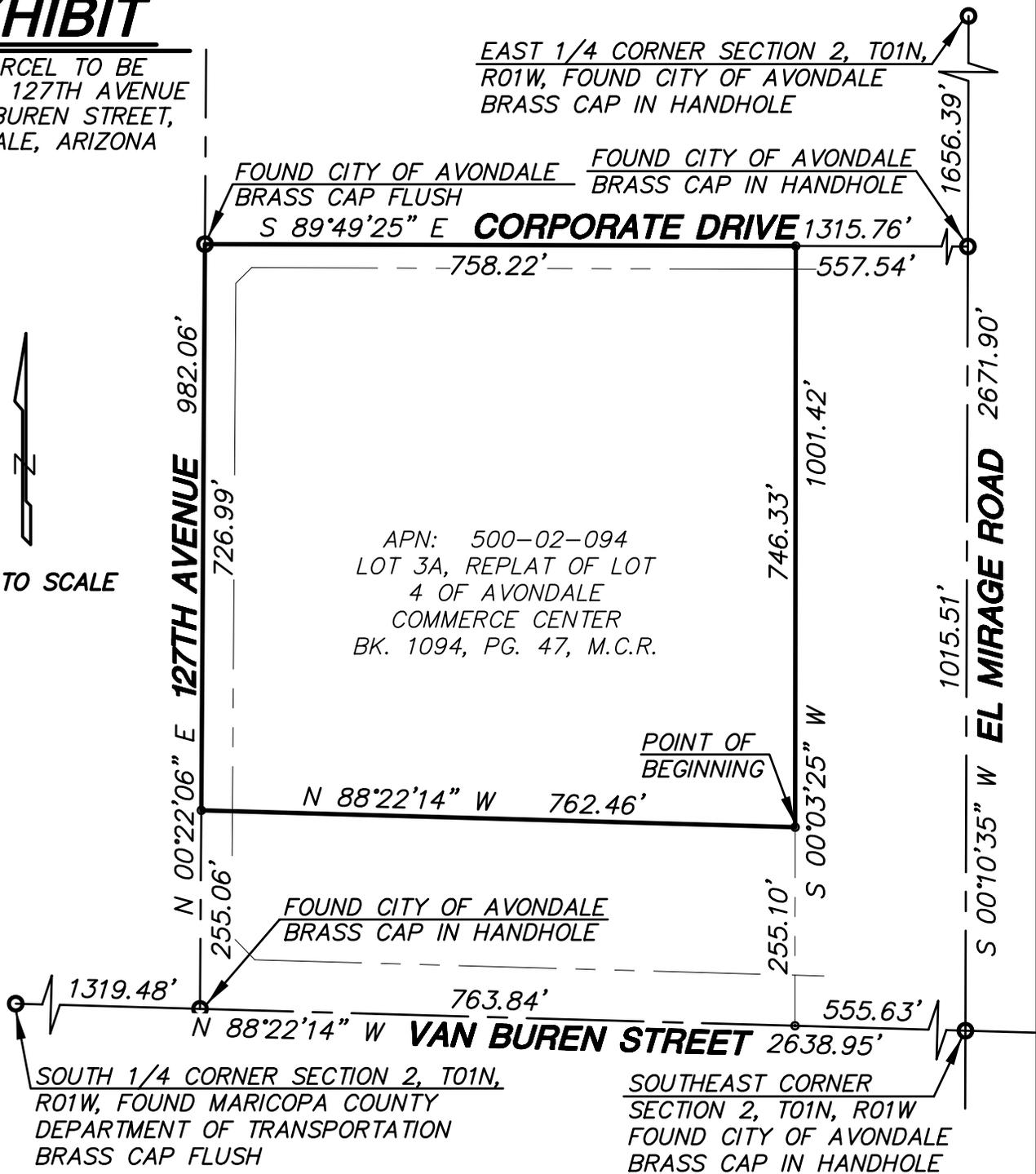
EAST 1/4 CORNER SECTION 2, T01N,  
R01W, FOUND CITY OF AVONDALE  
BRASS CAP IN HANDHOLE

FOUND CITY OF AVONDALE  
BRASS CAP FLUSH  
S 89°49'25" E **CORPORATE DRIVE** 1315.76'



NOT TO SCALE

APN: 500-02-094  
LOT 3A, REPLAT OF LOT  
4 OF AVONDALE  
COMMERCE CENTER  
BK. 1094, PG. 47, M.C.R.



SOUTH 1/4 CORNER SECTION 2, T01N,  
R01W, FOUND MARICOPA COUNTY  
DEPARTMENT OF TRANSPORTATION  
BRASS CAP FLUSH

SOUTHEAST CORNER  
SECTION 2, T01N, R01W  
FOUND CITY OF AVONDALE  
BRASS CAP IN HANDHOLE



*David S. Klein*

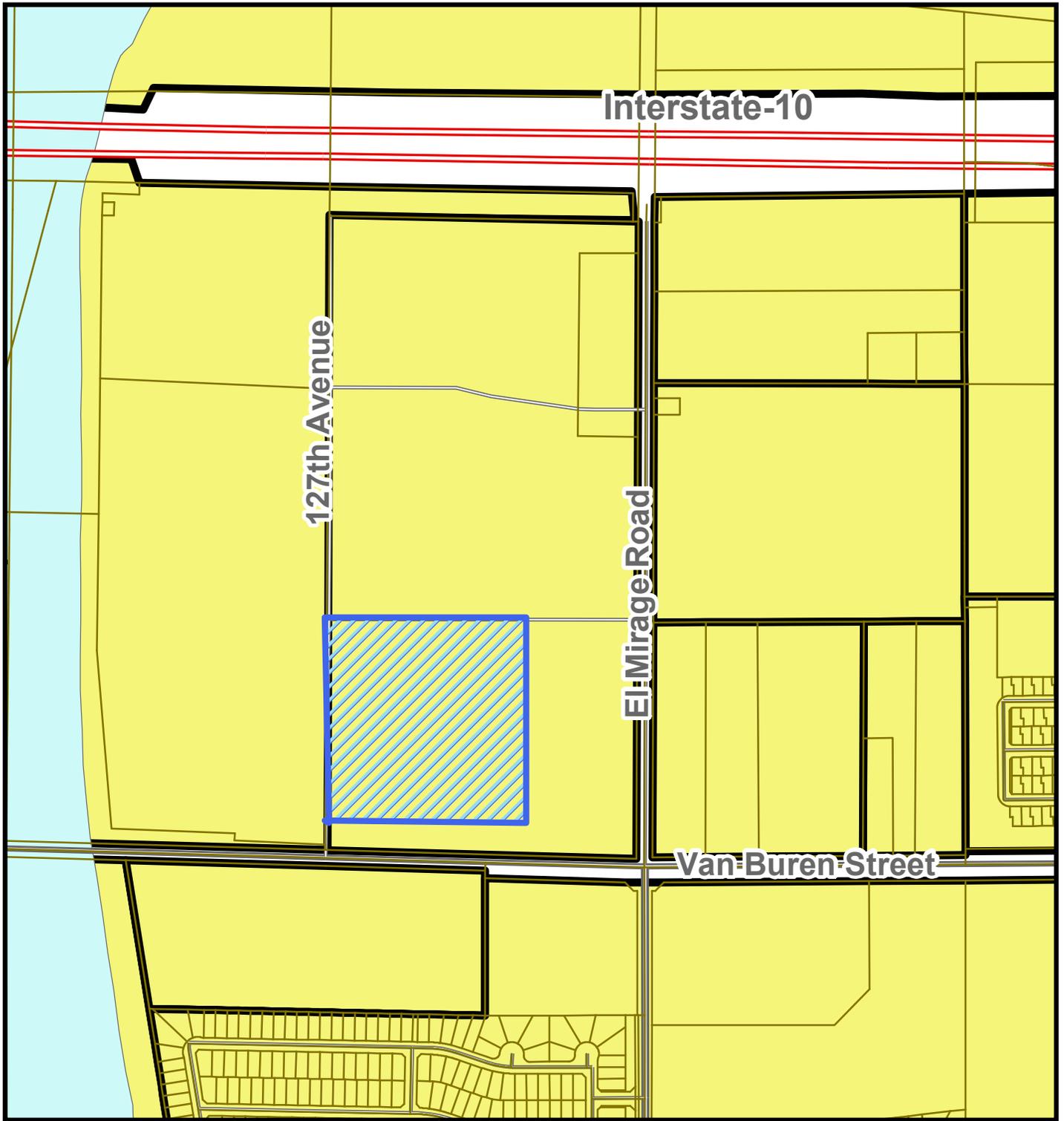
EXPIRES 3/31/14

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info@superiorsurveying.com

DATE: 1/7/13

JOB NO.: 120829



**Application PL-12-0205**



**Subject Property**

