

CITY COUNCIL AGENDA

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

WORK SESSION
September 9, 2013
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 [ELECTRONIC FREEWAY PYLON SIGN](#)

City Council will receive information regarding the potential for an electronic freeway Pylon sign along the South side of Interstate 10 and East of the Agua Fria River. For information, discussion and direction.

3 ADJOURNMENT

Respectfully submitted,

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

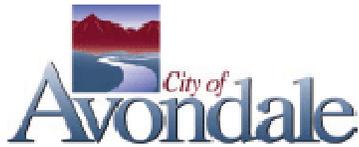
Carmen Martinez
City Clerk

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 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:

Electronic Freeway Pylon Sign

MEETING DATE:

September 9, 2013

TO: Mayor and Council

FROM: Daniel Davis, Economic Development Director (623) 333-1411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will provide information and requests city council direction regarding the potential for an electronic freeway Pylon sign along the South side of Interstate 10 and East of the Agua Fra River.

BACKGROUND:

Staff has researched the feasibility of pursuing the installation of an electronic freeway pylon sign along the I-10 corridor. The city currently has approved one electronic freeway pylon sign that is privately owned and operated by the Avondale Auto Mall. The Avondale Auto Dealers Association partnered with the City in 2010 to add the electronic display to their existing freeway sign. The City is provided time on the sign for advertising City events but advertising for businesses other than the Auto Mall is prohibited.

DISCUSSION:

Staff conducted research with adjacent municipalities who have recently constructed electronic freeway pylon signs. The City of Glendale allowed for two freeway pylon signs to be constructed within their park and ride facility at Glendale Avenue and Loop 101. The property is owned by the City of Glendale and the signs were built and are owned by a third party company (American Outdoor Advertising). The City of Glendale entered into a 10 year contract with an initial one-time royalty payment in the amount of \$500,000 and an additional \$10,000 per month rental fee, per sign. Additionally, the City is guaranteed one 8-second spot per minute at no cost to the City.

The City of Goodyear also approved two electronic freeway pylon signs to be constructed within their park and ride facility along Interstate 10, between Dysart and Litchfield Road and the second sign near Bullard Road, south of Interstate 10. The property is owned by the City of Goodyear and the signs were constructed by a third party company, which was identified through a Request for Proposal (RFP) process. The City entered into a 25 year contract with Clear Channel and received an initial one-time royalty payment of \$500,500 and an additional \$8,375 in monthly rental fee, per sign. Additionally, the City receives 20 hours per month for city advertising (10 hours is guaranteed and 10 hours is subject to space availability).

The City of Avondale's zoning ordinance permits electronic freeway pylon signs at the sole discretion of the City Council. The ordinance also stipulates some specific requirements that include:

- The maximum height on any freeway pylon sign is 110 feet
- The maximum total sign area per sign face is 1,400 SF
- The sign width shall not be less than 15 feet or greater than 50 feet

Staff has identified a parcel of land (APN: 500-02-015G) which the City is currently under contract for purchasing for a well site at the northeast corner of Interstate 10 and the Agua Fria River. The property is approximately 50 feet by 45 feet with a total square footage of 2,178 SF. This property is ideally suited for a freeway pylon sign and would provide an opportunity for the city to engage a third party firm to enter into a similar arrangement that have been recently implemented in Goodyear and Glendale.

If Council directs staff to continue to move forward with this effort, then the next steps would include the City completing a formal Request for Proposal (RFP). Upon selecting a company, negotiations would begin to identify the specific deal points and city requirements.

BUDGETARY IMPACT:

There is no budgetary impact at the present time. The potential revenue generated from the agreement would be appropriated at the discretion of the council during the annual budget process.

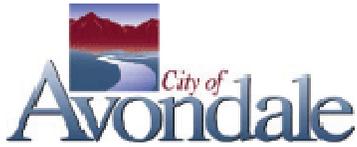
RECOMMENDATION:

For information, discussion and direction.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL AGENDA

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

REGULAR MEETING
September 9, 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. Regular Meeting of August 5, 2013
2. Work Session of August 12, 2013
3. Regular Meeting of August 12, 2013

b. LIQUOR LICENSE TEMPORARY EXTENSION OF PREMISES - AMERICAN LEGION

City Council will consider a request from Steve Whitting on behalf of the American Legion Post 61 located at 34 N Dysart Road for a temporary extension of premises of their series 14 Club Liquor License to be used in conjunction with Nascar event from November 3 to November 10, 2013. The Council will take appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT - GAZDA DATA SOLUTIONS, INC.

City Council will consider a request to approve a Cooperative Purchasing Agreement with Gazda Data Solutions, Inc., under State of Arizona Contract No. ADSP012-033640 for communications cabling systems materials and services in a maximum aggregate amount of \$75,000 over the term of the agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. FACILITIES EXTENSION AGREEMENT AND INGRESS/EGRESS AGREEMENT - SOUTHWEST GAS CORPORATION

City Council will consider a request to approve the Facilities Extension Agreement and the Ingress/Egress Agreement with Southwest Gas Corporation in the amount of \$53,142 to provide natural gas service to the City Center Phase III development and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **RESOLUTION - 3136-913 - GRANTEE AGREEMENT WITH THE STATE OF ARIZONA FOR TERRORISM LIAISON OFFICER OPERATIONS**

City Council will consider a resolution authorizing the acceptance of a grant from the State of Arizona Department of Homeland Security in the amount of \$83,814 to purchase a Level A Terrorism Liaison Officer Vehicle for the Police Department and authorize the Mayor or City Manager or Chief of Police and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **ORDINANCE 1526-913 - UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY FOR PIR LIFT STATION**

City Council will consider an ordinance granting Arizona Public Service a Utility Easement for the PIR Lift Station Site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **PUBLIC HEARING - ANNEXATION - ST. JOHN BOSCO OUTREACH CENTER**

City Council will hold a public hearing regarding the proposed annexation of APN 500-64-002P owned by the St. John Vianney Roman Catholic Parish located at 12443 W. Illini Street also known as 3680 S. 125th Avenue. Council will take appropriate action.

5 **RESOLUTION 3131-913 - BURIAL RIGHTS ELIGIBILITY POLICY FOR GOODYEAR FARMS CEMETERY**

City Council will consider a resolution establishing a new policy for internment practices at the Goodyear Farms Cemetery and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 **PUBLIC HEARING – ZONING EXTENSION FOR AVONDALE COMMERCE PARK PAD ZONING - ALTERNATIVELY ORDINANCE 1524-913**

City Council will hold a public hearing and consider a request by Mr. Michael J. Curley of Earl, Curley, and Lagarde, P.C., for a one-year extension of PAD zoning for Avondale Commerce Park, located on approximately 80 acres of land at the northeast corner of 103rd Avenue and Van Buren Street. If the PAD zoning extension is not granted, the Council may consider an ordinance reverting the zoning of the property back to Agricultural. The Council will take appropriate action.

7 **PUBLIC HEARING - CABLE TELEVISION LICENSE AGREEMENT - QWEST BROADBAND SERVICES, INC. DBA CENTURYLINK**

City Council will hold a public hearing and consider a request to approve a Cable Television License Agreement with Qwest Broadband Services, Inc. dba CenturyLink and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

8 **RESOLUTION 3135-913 - AMENDMENT TO THE LICENSING TIME FRAMES COMPLIANCE REVIEW POLICY**

City Council will consider a resolution approving an amendment to the Licensing Time Frames Compliance Review Policy for licenses, permit applications, and plan review services as required by House Bill 2443. The Council will take appropriate action.

9 **EXECUTIVE SESSION**

- a. City 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 potential litigation with respect to tax matters.

10 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
September 9, 2013

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

PURPOSE:

1. Regular Meeting of August 5, 2013
2. Work Session of August 12, 2013
3. Regular Meeting of August 12, 2013

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Liquor License Temporary Extension of Premises -
American Legion

MEETING DATE:

September 9, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending approval of a request from Steve Whitting on behalf of the American Legion Post 61 located at 34 N Dysart Road for a temporary extension of premises for their series 14 Club Liquor License to be used in conjunction with a Nascar event from November 3 to November 10, 2013.

DISCUSSION:

Staff has received an application from Mr. Steve Whitting on behalf of the American Legion Post 61 for a temporary extension of premises for their Series 14 Club Liquor License to be used in conjunction with an open house event from November 3 to November 10, 2013.

The Police, Fire, Development Services and Finance Departments have reviewed the application and have recommended approval by the City Council.

RECOMMENDATION:

Staff is recommending approval of a request from Steve Whitting on behalf of the American Legion Post 61 located at 34 N Dysart Road for a temporary extension of premises of their series 14 Club Liquor License to be used in conjunction with a Nascar event from November 3 to November 10, 2013.

ATTACHMENTS:

Click to download

- [Application](#)
- [Review by Departments](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

Date payment received _____
CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

- Permanent change of area of service. A non-refundable \$50 fee will apply. Specific purpose for change: _____
- Temporary change for date(s) of: 11 / 03 / 2013 through 11 / 10 / 2013 List specific purpose for change: _____
Outside Beer Garden for the Nascar Finals

1. Licensee's Name: Witting Steven d
Last First Middle
2. Mailing Address: _____
City State Zip
3. Business Name: American Legion LICENSE #: 14070041
4. Business Address: 34 n Dysart Avondale AZ 85323
City COUNTY State Zip
5. Business Phone: (623) 932-4960 Residence Phone: () _____
6. Do you understand Arizona Liquor Laws and Regulations? YES NO Fax #: () _____
7. Have you received approved Liquor Law Training? NO YES If so, when does your Certificate expire? 12 / 11 / 2017
8. What security precautions will be taken to prevent liquor violations in the extended area? Event Security from maricopa county Sheriff's office
9. Does this extension bring your premises within 300 feet of a church or school? YES NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

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

Investigation Recommendation Approval Disapproval by: _____ Date: ___/___/___

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

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

(Authorized Signature)

(Title)

(Agency)

I, STEVE WITTING, being first duly sworn upon oath, hereby depose, swear and declare,
(Print full name)

under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

State of Arizona County of Maricopa
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date

(Signature of Owner or Agent)



PATRICIA F. RUBKE
NOTARY PUBLIC
MARICOPA COUNTY, ARIZONA
MY COMM. EXPIRES 12-8-2015

July 18, 2013
Day Month Year

My commission expires on: 12/18

(Signature of NOTARY PUBLIC)

Investigation Recommendation Approval Disapproval by: _____ Date: ___/___/___

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

12/26/2012

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

EXISTING
RUB

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CASH

COOLER

PATIO

DRASH
CASH

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CASH

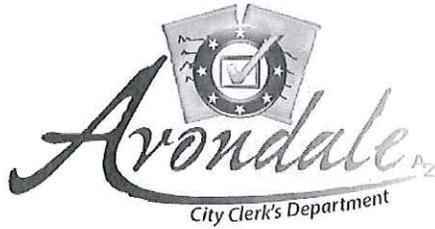
BEER GARDEN
AREA

DRASH
CASH

PARKING

AMERICAN
LEGION # 101
KITCHEN
AUXILIARY
EXTENSION
TEMP
PARKING

TRASH → [] ○ ○



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: STEVEN D. WITTING

BUSINESS NAME: AMERICAN LEGION

BUSINESS ADDRESS: 34 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

REASON FOR EXTENSION: OUTSIDE BEER GARDEN FOR THE NASCAR FINALS

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



SIGNATURE
ACTING Chief of Police

TITLE

8/6/13
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 9, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 18, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: STEVEN D. WITTING

BUSINESS NAME: AMERICAN LEGION

BUSINESS ADDRESS: 34 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

REASON FOR EXTENSION: OUTSIDE BEER GARDEN FOR THE NASCAR FINALS

DEPARTMENTAL COMMENTS:

APPROVED

DENIED


SIGNATURE

8-22-13

DATE

Fire Inspector

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **SEPT. 9, 2013**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **AUG. 18, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: STEVEN D. WITTING

BUSINESS NAME: AMERICAN LEGION

BUSINESS ADDRESS: 34 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

REASON FOR EXTENSION: OUTSIDE BEER GARDEN FOR THE NASCAR FINALS

DEPARTMENTAL COMMENTS: *Stipulations on exiting are on the site plan.*

- 2 exits*
- minimum 50" wide*
- minimum 64' center to center*

APPROVED

DENIED

Radell Witting

SIGNATURE

Building Official

TITLE

8/8/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT. 9, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 18, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

EXTENSION OF PREMISES

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: STEVEN D. WITTING

BUSINESS NAME: AMERICAN LEGION

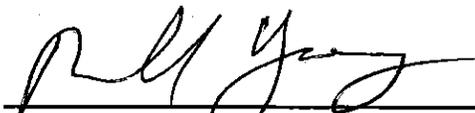
BUSINESS ADDRESS: 34 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

REASON FOR EXTENSION: OUTSIDE BEER GARDEN FOR THE NASCAR FINALS

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE

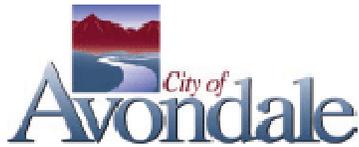
Tax Audit Supervisor

TITLE

8/6/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPT.9, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT.18, 2013**



CITY COUNCIL REPORT

SUBJECT:

Cooperative Purchasing Agreement - Gazda Data Solutions, Inc.

MEETING DATE:

September 9, 2013

TO: Mayor and Council

FROM: Rob Lloyd, CIO/IT Director 623-333-5011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Purchasing Agreement with Gazda Data Solutions, Inc., to obtain communications cabling systems materials and services when City projects arise in a maximum aggregate amount of \$75,000 over the term of the agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents .

BACKGROUND:

After a competitive procurement process, the State of Arizona awarded Contract No. ADSP012-033460 to Gazda Data Solutions on October 10, 2012. The contract permits Gazda Data Solutions to provide communications cabling systems materials and services to the State and its political subdivisions.

Pursuant to Section 25-24 of the City Code, the Information Technology Department requests a Purchasing Agreement to obtain authorized materials and services under the State Contract at the advantageous rates obtained through formal procurement. The Information Technology Department (IT) coordinates and authorizes purchases for the City's telecommunications wiring, installations, and standards. Use of services would occur as City projects and needs arise.

DISCUSSION:

The Information Technology Department traditionally orders wiring and installations when facilities are built or reconfigured at the request of City Departments and when the work falls beyond what internal staff can effectively accomplish. Use of contracts awarded by the State of Arizona allows the City to access services that are formally procured at advantageous rates and terms.

The proposed Purchase Agreement includes a one-year term with two one-year renewals at the City's discretion. Services from the Contractor would be used on an as-needed basis, when projects require supplemental communications cabling services. Funding for these initiatives comes from existing department budgets and/or supplemental appropriations approved by City Council. Additionally, this Purchase Agreement requires Gazda Data Solutions to maintain its State contract to remain in effect.

BUDGETARY IMPACT:

Under the proposed Purchase agreement, up to \$25,000 in annual expenditures are authorized across all City departments. The total aggregate of the contract is \$75,000 if all renewals are authorized, for a total duration of up to three years. Expenditures depend on sufficient allocations in the budgets of departments requesting work.

RECOMMENDATION:

Staff recommends that City Council approve the Purchasing Agreement between Gazda Data Solutions, Inc., under a State of Arizona contract, for purchase of communications cabling systems materials and services in a maximum aggregate amount of \$75,000 over the term of the agreement and authorize the Mayor or City Manager and City Clerk to execute the agreement.

ATTACHMENTS:

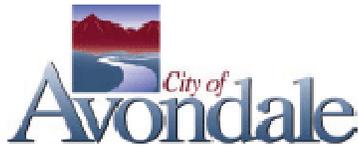
Click to download

[CPA - link](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/33141>



CITY COUNCIL REPORT

SUBJECT:

Facilities Extension Agreement and Ingress/Egress Agreement - Southwest Gas Corporation

MEETING DATE:

September 9, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the Facilities Extension Agreement and the Ingress/Egress Agreement with Southwest Gas (SWG) in the amount of \$53,142 to provide natural gas service to the City Center Phase III development and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The current Capital Improvement Program includes a project for designing and constructing street improvements to include extending 114th Avenue and Park Lane. Improvements will include water, sewer, underground utilities, lighting, landscaping and landscape irrigation. The infrastructure improvements will support the City Center Transit Center and future office and retail development.

DISCUSSION:

In order to provide natural gas service to the City Center Phase III development and upcoming Transit Center and future development, it is necessary to install the natural gas infrastructure. The natural gas infrastructure will be primarily located under the streets and must be installed prior to street construction. The Agreements will allow SWG to complete their design and fund the natural gas infrastructure.

BUDGETARY IMPACT:

Funding for this project is available in CIP Transit Fund 333-1276.

RECOMMENDATION:

Staff recommends that the City Council approve the Facilities Extension Agreement and the Ingress/Egress Agreement with Southwest Gas Corporation in the amount of \$53,142 to provide natural gas service to the City Center Phase III development and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Facilities Extension and Ingress/Egress Agreements](#)



SOUTHWEST GAS CORPORATION

Charles W. Andrews Sr., P.E.
City of Avondale
11465 W. Civic Center Dr., #120
Avondale, Az. 85323-6804

Dear Mr. Andrews: :

RE: Avondale City Center - Phase III
114th Ave. & Park Ave.
Avondale, Az. 85323
WR #1716424

Thank you for the opportunity to provide clean, efficient **natural gas** service to your project. We are looking forward to serving your project with an energy that will pay years of dividends in cost savings, comfort, and reliability.

In an effort to meet your natural gas needs; please complete, sign with original signatures, and return by mail the following documents in this Excel spreadsheet. Mail to: JoAnn Canez, P.O. Box 52075, Mail Code: 42A-170, Phoenix, AZ 85072-2075.

- * **Facilities Extension Agreement (F.E.A)**
- * **Ingress/Egress Agreement**
- * **W9**

*Upon receipt of the signed original documents and payment, I will submit the work order for management approvals. Please make check payable to Southwest Gas in the amount of **\$53,142.00***

If you have any questions, please feel free to contact me. I can be reached at **602-818-1826** or email: dave.haggard@swgas.com

Respectfully,

Dave Haggard
Senior Service Planner

10851 North Black Canyon Highway / Phoenix, Arizona 85029-4755
P.O. BOX 52075 / Phoenix, Arizona 85072-2075 /dave.haggard@swgas.com



SOUTHWEST GAS CORPORATION
FACILITIES EXTENSION AGREEMENT
(ARIZONA)

FEA No. _____
 W.R. No. WR #1716424

1. Agreement, Applicants.

- 1.1 This is a Facilities Extension Agreement ("Agreement") dated Jul-13, 2013 between Southwest Gas Corporation ("Southwest"), located at P.O. Box 52075, Phoenix, Arizona 85072-2075, and City of Avondale ("Applicant") located at 11465 W. Civic Center Dr., Suite #120 Avondale, Az. 85323-6804.
- 1.2 All communications concerning this Agreement shall be in writing, and shall be delivered to each party at its address shown above or to such other address as either party may hereafter specify in writing.
- 1.3 This Agreement may not be amended except in writing executed by all of the parties hereto.
- 1.4 No assignment of this Agreement or of any refunds which may become due hereunder shall be binding upon Southwest without its written consent.
- 1.5 This Agreement shall be deemed to be an estimate only. Southwest reserves the right to re-evaluate and update the original cost estimate, if construction of the gas distribution facilities has not commenced within 180 days following the date identified in paragraph 1.1 above.
- 1.6 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. Proposed Service Addresses or Lot(s), Subdivision, Location.

Avondale City Center - Phase III
114th Ave. & Park Ave.

3. Description and Sketch of the Requested Facilities.

- 3.1 Annexed hereto as Exhibit A and incorporated by this reference is a drawing or diagram of the gas distribution facilities ("Subject Facilities") Southwest proposes to install pursuant to this Agreement.

4. Description of Requested Service.

- 4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): WR #1716424

Commercial - Restaurants/Retail

- 4.2 Southwest Trench Developer Trench

- 4.3 Appliances/Equipment agreed to be installed and utilized, and upon which any allowance is granted, are as follows:

<i>Appliance/Equipment</i>	<i>Therms/Year</i>
0	0
0	0
0	0
0	0
Total:	0

5. Estimated Costs.

- 5.1 Southwest will install the Subject Facilities as described in Exhibit A at an estimated cost of \$ 53,142.00.

- 5.2 Applicant acknowledges that, between the effective date of this Agreement and the Completion Date of the Subject Facilities, Southwest may incur certain costs and expenses, including, but not limited to those associated with, engineering time, materials, environmental and governmental regulations, etc. Applicant hereby agrees to reimburse Southwest for all such costs and expenses incurred by Southwest whether or not Applicant proceeds with or completes its planned development for whatever reason(s).

6. Payment Terms.

6.1 Applicant agrees to pay Southwest, at least 10 days in advance of the estimated start of construction date specified in paragraph 8 hereof, the full estimated cost of the Subject Facilities, less any allowance to which Applicant may be entitled.

<i>Estimated Cost \$</i>	<u>53,142.00</u>	<i>Allowance (\$</i>	<u>0.00</u>
<i>Advance Required \$</i>	<u>53,142.00</u>	<i>Contribution Required \$</i>	<u>0.00</u>

6.2 Notwithstanding the foregoing, if Applicant fails for whatever reasons, to take gas service in the amounts stated in paragraph 4.3 of this Agreement, as the basis for estimating Applicant's allowance, Southwest may recalculate such allowance and bill Applicant. Applicant shall pay Southwest the resulting non-refundable contribution (or facility charge) required in accordance with Southwest's ("Rules") filed with the Arizona Corporation Commission ("Commission") in effect on the date of this Agreement as though gas service had been requested on the basis of the actual appliances/equipment installed and utilized.

6.3 Southwest may, at its option, require Applicant to provide a bond or other surety guaranteeing Applicant's performance of its payment obligations under paragraph 6 of this Agreement.

7. Refunds.

7.1 Southwest will refund to Applicant, without interest, the amount advanced in accordance with the allowable investment and refund provisions of its Rules. In no event will the total refund exceed the amount advanced by Applicant. No advance will be refundable after 5 years from the date Southwest is first ready to render service, except in the case of feeder mains to serve master planned communities, in which case the refund period will be 10 years.

8. Estimated Dates of Commencement and Completion of Construction.

8.1 Southwest estimates that construction of the Subject Facilities will begin on approximately August 30, 2013 and will be completed by approximately September 15, 2013 ("Completion Date"); provided, however, that if the date on which the Subject Facilities actually are completed shall be more than 30 days after the estimated date of completion specified above, the Completion Date shall be the date the Subject Facilities actually are completed, and this Agreement shall be noted accordingly.

8.2 Southwest makes no representations, warranties, or promises, either expressed or implied, with respect to any Completion Date for the Subject Facilities.

9. Copy of Agreement.

9.1 Applicant hereby acknowledges receipt of a copy of this Agreement.

10. Ownership and Easements.

10.1 The Subject Facilities will at all times be owned by Southwest.

10.2 If Applicant is the property owner, Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agrees to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities.

10.3 If Applicant is NOT the property owner, Applicant hereby agrees: (1) to provide written permission from the property owner(s) allowing Applicant to apply for the Subject Facilities and (2) to secure property owner(s) Agreement to Section 10.2 above granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

11. Miscellaneous

11.1 Neither Southwest, nor its affiliates, subcontractors, agents and/or employees shall be liable for any special, incidental, indirect, exemplary, consequential or any other damages, including without limitation, loss of product, loss of profit or revenue, loss of use, costs of replacement power or supply, or unsatisfied delivery obligations as a result of any delay in completing construction of the Subject Facilities by the requested Completion Date, even if Southwest has been advised of the possibility of such damages.

12. Regulatory Changes; Arizona Law.

12.1 This Agreement is subject to the jurisdiction of the Commission.

12.2 The Rules filed with the Commission, to the extent applicable and as they may be changed from time to time, are part of this Agreement, but no change in any such Rule occurring after the date hereof shall increase the amount Applicant is obligated to advance or the amount Southwest may become obligated to refund hereunder.

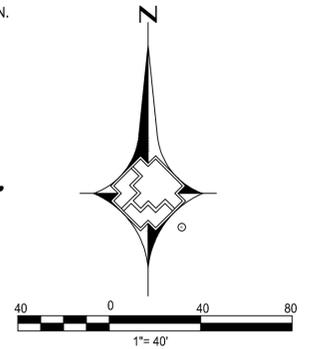
12.3 The laws of Arizona shall govern the interpretation of this Agreement.

WHEREFORE, the parties have executed this Agreement as of the indicated date.

APPLICANT	SOUTHWEST GAS CORPORATION
<u>City of Avondale</u> <i>Company Name</i>	By _____
<i>Applicant Signature</i>	<u>Michael Favela, Manager, New Business Projects</u> <i>Title</i>
<i>Print Name</i>	<i>Division</i>
<i>Title</i>	<i>Date Signed</i>

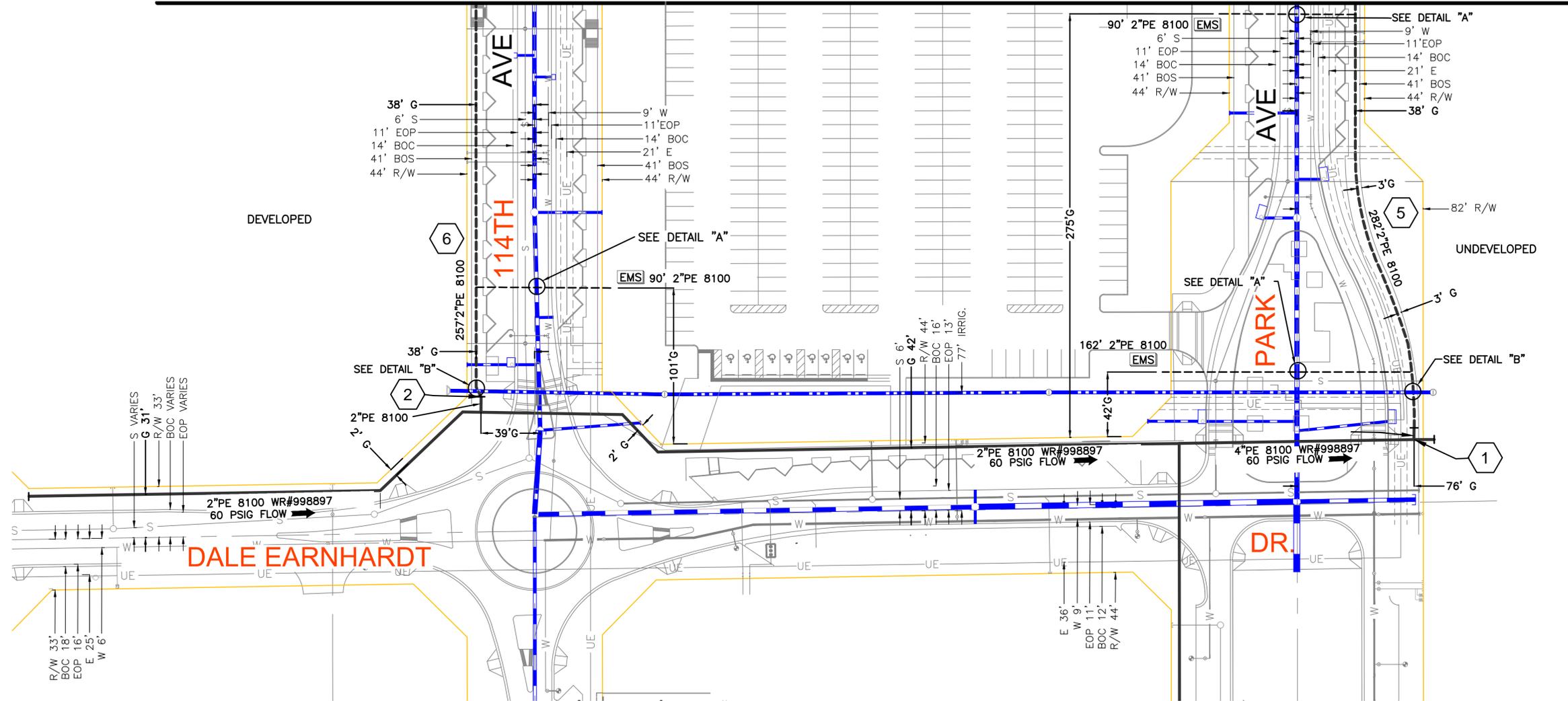
CONSTRUCTION NOTES:

- 1 SQUEEZE END OF EXISTING 4" PE MAIN, REMOVE CAP AND INSTALL 4" ELECTROFUSION COUPLING (140-3444). TIE-IN NEW 4" PE MAIN DIRECTLY.
- 2 SQUEEZE END OF EXISTING 2" PE MAIN, REMOVE CAP AND INSTALL 2" METFIT COUPLING (140-3504). TIE-IN NEW 2" PE MAIN DIRECTLY.
- 5 INSTALL 4" PE MAIN AS SHOWN.
- 6 INSTALL 2" PE MAIN AS SHOWN.



MATCH LINE

SEE SHEET 3



NO.	DESCRIPTION	BY	DATE	APPVD.
REVISIONS				

UNIT NO.	UNIT TYPE	INSTL. PROPOSED	RET. COMPLETED	INSTL. COMPLETED	RET.

PROPERTY UNITS

AS-BUILT DRAWING-PRESSURE TEST DATA	
PIPE DIA.	TEST MEDIUM
PIPE LENGTH	TEST METHOD
PIPE TYPE	GAUGE/ PRESS REC SN#
MIN. DURATION	START
	END
TEST PRES. (PSIG)	
TIME	
DATE	
PERFORMED BY	

VISUAL INSPECTION CERTIFICATION	
I HAVE VISUALLY INSPECTED ALL HEATED FUSIONS, SOLVENT CEMENT, MECHANICAL JOINTS, AND WELDS THAT I HAVE PERFORMED	
NAME	DATE
AS-BUILTS ACCEPTED BY	DATE
POSTED BY	DATE
POSTING QCD BY	DATE

CONSTRUCTION	
INSPECTOR	
FOREMAN	
REVIEWED BY	
PERMIT INFORMATION	
AVONDALE	
MARICOPA COUNTY DUST CONTROL	

ISOLATION AREA	W. R. NO.
71D	1716424
LOCATION	ATLAS #/TITLE #
SW 1/4 SEC 6 T1N R1E G&SBM	11-1

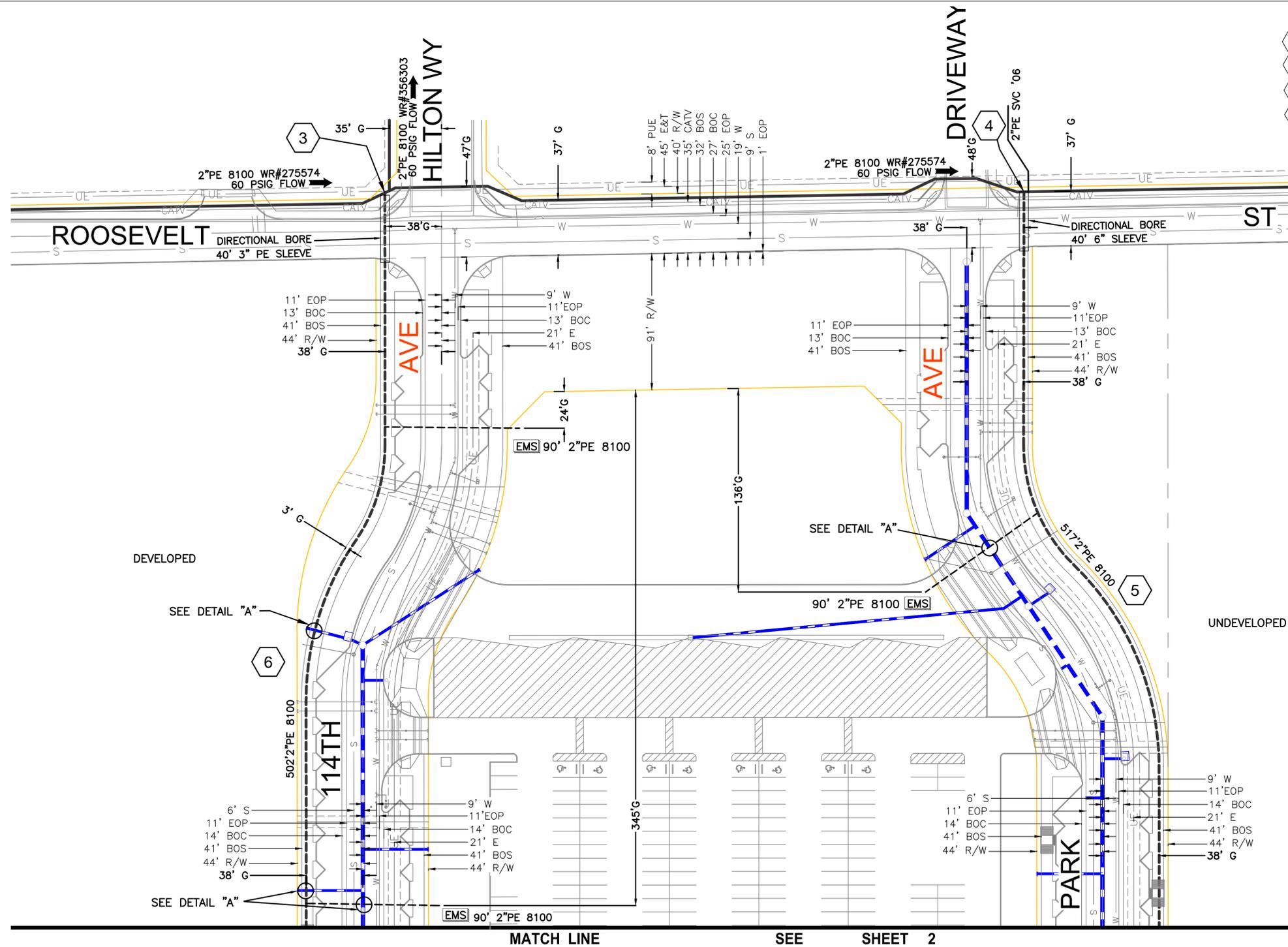
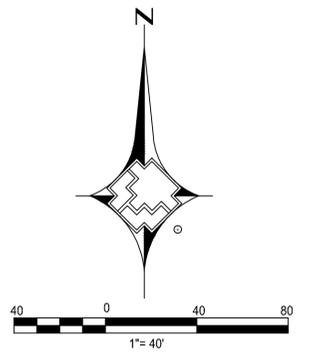
ENGINEER/TECHNICIAN: STEPHEN SHIPLEY		PHONE: 602-484-5241
ACCOUNT REP.: SAM MCCONNELL		PHONE: 602-919-0221
PROJECT CONTACT: CHARLES ANDREWS		PHONE: 623-333-4216
SHEET NO. 2 OF 3	SCALE: 1" = 40'	DATE: 5-13-2013
DWN. BY: S.SHIPLEY	CHKD. BY:	APPVD. BY:

NBW-AVONDALE CITY CENTER PHASE 3
114TH AVE & PARK AVE
AVONDALE, ARIZONA
85323



CONSTRUCTION NOTES:

- 3 INSTALL 2"x2" TAPPING TEE(160-8171) TIE IN NEW 2" PE 8100 MAIN.
- 4 INSTALL 2"x2" TAPPING TEE(160-8171), INSTALL 4"x2" REDUCER(140-5311) TIE IN NEW 4" PE 8100 MAIN.
- 5 INSTALL 4" PE MAIN AS SHOWN.
- 6 INSTALL 2" PE MAIN AS SHOWN.



DEVELOPED

UNDEVELOPED

MATCH LINE SEE SHEET 2

NO.	DESCRIPTION	BY	DATE	APPVD.
REVISIONS				



UNIT NO.	UNIT TYPE	INSTL. PROPOSED	RET. COMPLETED	INSTL. COMPLETED	RET.
PROPERTY UNITS					

AS-BUILT DRAWING-PRESSURE TEST DATA			
PIPE DIA.	TEST MEDIUM	TEST METHOD	
PIPE LENGTH	<input type="checkbox"/> AIR	<input type="checkbox"/> GAUGE	
PIPE TYPE	<input type="checkbox"/> NITROGEN	<input type="checkbox"/> CHART	
MIN. DURATION	<input type="checkbox"/> WATER	<input type="checkbox"/> SOAP	GAUGE/PRESS REC SN#
			START
			END
TEST PRES. (PSIG)			
TIME			
DATE			
PERFORMED BY			

VISUAL INSPECTION CERTIFICATION	
I HAVE VISUALLY INSPECTED ALL HEATED FUSIONS, SOLVENT CEMENT, MECHANICAL JOINTS, AND WELDS THAT I HAVE PERFORMED	
NAME	DATE
AS-BUILTS ACCEPTED BY	DATE
POSTED BY	DATE
POSTING QC'D BY	DATE

CONSTRUCTION	
INSPECTOR	
FOREMAN	
REVIEWED BY	
PERMIT INFORMATION	
AVONDALE	
MARICOPA COUNTY DUST CONTROL	

ISOLATION AREA	W. R. NO.
71D	1716424
LOCATION	ATLAS #/TILE #
SW 1/4 SEC 6 TIN R1E G&SBM	11-1

ENGINEER/TECHNICIAN: STEPHEN SHIPLEY	PHONE: 602-484-5241
ACCOUNT REP.: SAM MCCONNELL	PHONE: 602-919-0221
PROJECT CONTACT: CHARLES ANDREWS	PHONE: 623-333-4216
SHEET NO. 3 OF 3	SCALE: 1" = 40'
DWN. BY: S.SHIPLEY	CHKD. BY:
	APPVD. BY:
TITLE	
NBW-AVONDALE CITY CENTER PHASE 3	
114TH AVE & PARK AVE	
AVONDALE, ARIZONA	
85323	





SOUTHWEST GAS CORPORATION

CONTRACT FOR INSTALLATION OF NATURAL GAS PIPELINE FACILITIES - INGRESS AND EGRESS (ARIZONA AND NEVADA)

OFFICE USE ONLY			
Mtr. Loc.	N/A	Footage	2,170
Work Request			1716424

Service Address 114th Ave. & Park Ave. City or Location Avondale, Az. 85323
 Name of Applicant City of Avondale Tract _____
 Mailing Address 11465 W. Civic Center Dr. #120 APN and/or Lot #s _____
 City, State, ZIP Code Avondale, Az. 85323-6804 Email: andrews@avondale.org
 Daytime (or) Work Phone 623-333-4216 Evening (or) Cell 602-312-2059

Type of Service	Rev/Rate	Appliances Agreed To Be Installed	Qty.	Input Btu/Hr.Ea.	Total input Btu/Hr.
<input type="checkbox"/> Residential		Heating			
<input type="checkbox"/> Single Family		Water Heating			
<input type="checkbox"/> Multifamily					
<input type="checkbox"/> Mobile Home					
<input checked="" type="checkbox"/> Commercial					
<input type="checkbox"/> Industrial					
<input type="checkbox"/> Transportation					
<input type="checkbox"/> New Construction					
<input type="checkbox"/> Conversion (<input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Electric)					
Applicant will provide trench Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
If trench is provided for joint use, check all that apply: <input type="checkbox"/> Cable <input type="checkbox"/> Telecommunications <input type="checkbox"/> Electric <input type="checkbox"/> Other					

Permission to Branch Serve:

Address _____ Signature _____

Contract Conditions:

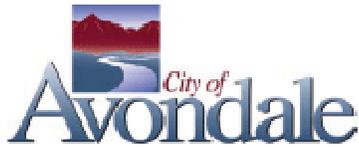
- The Applicant, as owner or authorized agent for the owner, hereby requests Southwest Gas Corporation ("Southwest") to install its natural gas pipeline facilities ("Subject Facilities") to and upon the aforementioned premises, in accordance with the provisions of its Rules as filed with the Regulatory Commission ("Commission") having jurisdiction over the Southwest's operations, and hereby grants to Southwest such rights of ingress and egress as may be necessary or convenient to enable Southwest to install, operate, inspect, maintain, repair and remove meters, gauges, pipelines, fittings and regulators, and all other equipment and apparatus which Southwest may elect to install for the purpose of furnishing natural gas service to the aforementioned premises or adjoining premises, or to make a survey of the

number and type of appliances and equipment installed on the aforesaid premises. No permanent obstructions will be placed over the pipeline.

2. The Applicant agrees to install and utilize the natural gas appliances and/or equipment indicated above. The justification of any applicable allowance granted the Applicant is based on the usage of the installed appliances and/or equipment (indicated above). If the appliances and/or equipment (indicated above) for natural gas service are not installed and utilized for service: Arizona and Nevada- within six months for service lines and one year for main lines; Southwest may bill the Applicant for the cost of the Applicant's natural gas service and/or main line installation.
3. This Contract shall at all times be subject to such changes or modifications by the Commission as said Commission may from time to time direct in the exercise of its jurisdiction.
4. The Subject Facilities will at all times be owned by Southwest. If Applicant is the property owner, Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation, operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agrees to be responsible for any and all costs associated with removing any permanent obstructions that are placed over subject facilities. If Applicant is NOT the property owner, Applicant hereby agrees: (1) to provide written permission from the property owner(s) allowing Applicant to apply for the Subject Facilities and (2) to secure property owner(s) agreement to the foregoing granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

I hereby authorize the installation of natural gas pipeline facilities and agree to pay any cost of installation in excess of the allowable investment of Southwest as defined in its filed rules and regulations.

<p><i>APPLICANT</i></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>(Signature)</i></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>(Print Name)</i></p>	<p><i>SOUTHWEST GAS CORPORATION</i></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>(Signature)</i></p> <p>Dave Haggard - Energy Solutions Analyst</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>(Title)</i></p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>(Date Signed)</i></p> <p><input type="checkbox"/> Owner <input type="checkbox"/> Builder</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>25-Jul-13</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>(Date Signed)</i></p>



CITY COUNCIL REPORT

SUBJECT:

Resolution - 3136-913 - Grantee Agreement with the State of Arizona for Terrorism Liaison Officer Operations

MEETING DATE:

September 9, 2013

TO: Mayor and Council

FROM: Janice Simpson, Grants Administrator 623-333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Staff is requesting adoption of a resolution allowing Police to accept a grant in the amount of \$83,814 from the State of Arizona Department of Homeland Security for the purchase of a Level A Terrorism Liaison Officer Vehicle for the Police Department and authorize the Mayor or City Manager or Chief of Police and City Clerk to execute the necessary documents.

DISCUSSION:

With a Terrorism Liaison Officer (TLO) position the Police Department will do proactive policing by working with local, state, and federal authorities and identifying potential threats to the city during large events such as NASCAR races.

BUDGETARY IMPACT:

City staff is requesting authorization for the acceptance of Grant Funds for \$83,814 to purchase a fully equipped vehicle to include interoperable radios, laptop, software and printer. There are no match requirements for the Funding. The Police Department has budgeted for required maintenance and fuel for the life of the vehicle.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the acceptance of a grant in the amount of \$83,814 for the Avondale Police Department's TLO vehicle purchase from the State of Arizona Department of Homeland Security.

ATTACHMENTS:

Click to download

[Resolution 3136-913](#)

RESOLUTION NO. 3136-913

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A GRANTEE AGREEMENT WITH THE STATE OF ARIZONA RELATING TO TERRORISM LIAISON OFFICER OPERATIONS.

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

SECTION 1. The Grantee Agreement with the Arizona Department of Homeland Security relating to terrorism liaison officer operations (the “Agreement”) is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, September 9, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3136-913

[Agreement]

See following pages.

SUBGRANTEE AGREEMENT-REALLOCATION

11-AZDOHS-HSGP- 888800-03

Between

**The Arizona Department of Homeland Security
And**

Avondale Police Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Avondale Police Department

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **July 1, 2013** and shall terminate on **June 30, 2014**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

" Avondale Police Level A TLO Grant"

and funded at \$ 83,814 (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$ 83,814 to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31st.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year. When use of the Capital Asset for project activities is discontinued, the subrecipient shall request/receive authorization from AZDOHS prior to disposition.
- d) A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. Nonexpendable Property and Capital Assets must be included on the Property Control Form. When disposition of Nonexpendable Property and Capital Assets occurs the subrecipient shall submit an updated Property Control Form to AZDOHS.

- e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

(1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) **Programmatic Reports**

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) **Quarterly Programmatic Reports are due:**

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) **Financial Reimbursements**

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

- XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**
Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.
- XXXII. INDEMNIFICATION**
To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- XXXIII. TERMINATION**
- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
 - b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
 - c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.
- XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**
The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
- XXXV. PARAGRAPH HEADINGS**
The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.
- XXXVI. COUNTERPARTS**
This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.
- XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT**
Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Authorized Signature above

Print Name & Title above

Enter Date above

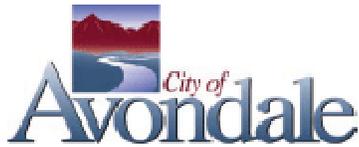
FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1526-913 - Utility Easement to Arizona
Public Service Company for PIR Lift Station

MEETING DATE:

September 9, 2013

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director (623) 333-4411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance granting Arizona Public Service a Utility Easement for the Phoenix International Raceway (PIR) Lift Station Site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

A Utility Easement is needed to construct and maintain the electrical facilities provided by APS to operate the PIR Lift Station site which is currently under construction. See attached Vicinity Map.

BUDGETARY IMPACT:

There is no impact to the budget from this ordinance.

RECOMMENDATION:

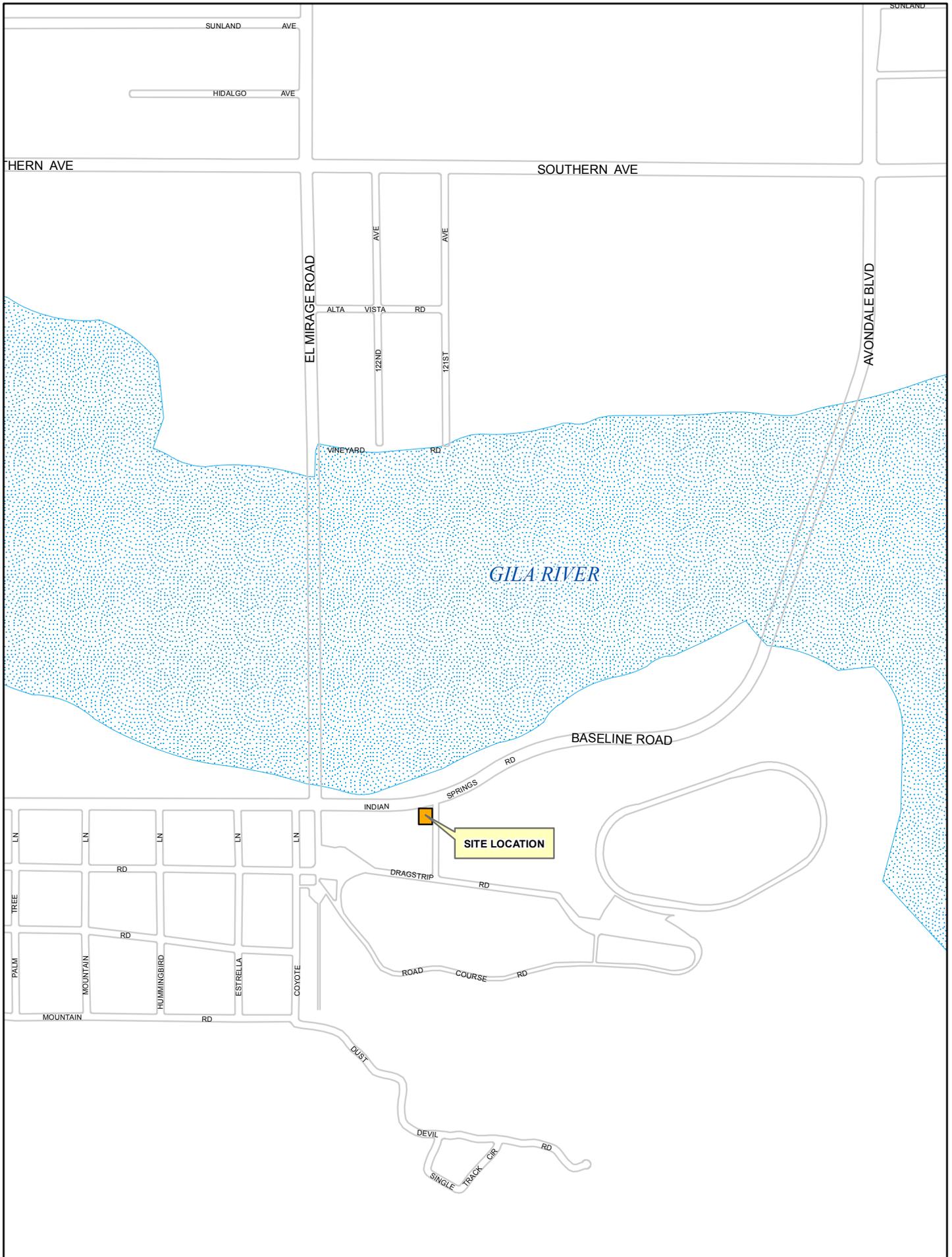
Staff recommends that the City Council adopt an ordinance granting Arizona Public Service a Utility Easement for the PIR Lift Station Site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Vicinity Map](#)

[Ordinance 1526-913](#)



PIR Lift Station Property Dedication

ORDINANCE NO. 1526-913

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY.

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

SECTION 1. An easement is hereby granted to Arizona Public Service Company, substantially in the form attached hereto as Exhibit A and incorporated herein by reference, in, upon, through, over, under and across certain real property described and depicted in Exhibit A attached hereto.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and 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, September 9, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1526-913

[Utility Easement]

See following pages.

NW¼ 01 1S 1W
33.375172, -112.0011
400-01-001D
CCW 13-40
WA141479
JNJ

UTILITY EASEMENT

CITY OF AVONDALE, an Arizona municipal corporation, (hereinafter called “Grantor”), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called “Grantor’s Property”):

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called “Grantee”), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor’s Property described as follows (herein called the “Easement Premises”):

SEE EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee’s judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers, all as shown on Exhibit “A” attached hereto and made a part hereof. No obstructions, trees,

shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work performed by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

EXHIBIT "A"
AS RECORDED IN INSTRUMENT NUMBER 20130273807 M.C.R.

A portion of the Northwest quarter of Section 1, Township 1, Township 1 South, range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as:

COMMENCING at a found MCDOT brass cap accepted as the North quarter corner of said Section 1 from which a found BLM aluminum cap accepted as the Northeast corner of Section 1, Township 1 South, Range 1 West bears South 89°15'40" West 2638.60 feet;

Thence North 89°15'40" West 1524.58 feet along the north line of said Northwest quarter;

Thence South 00°44'20" West, 676.61 feet to a point on the south right of way line as described within the Special Warranty Deed recorded as Document No. 1999-0401104, Maricopa County records also being the POINT OF BEGINNING:

Thence leaving said right of way line, South 10°07'46" East, 125.28 feet;

Thence South 79°52'25" West, 93.33 feet;

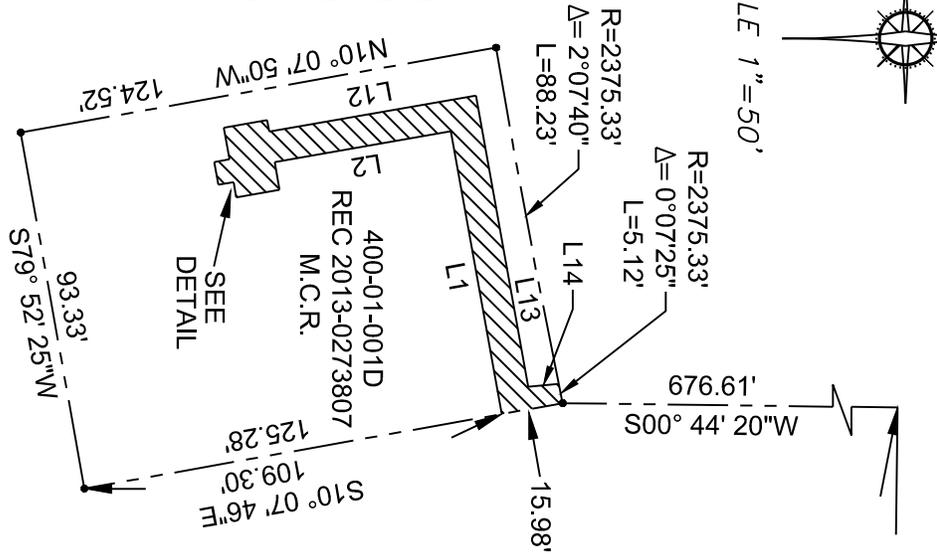
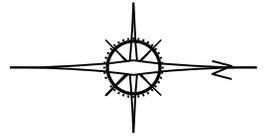
Thence North 10°07'50" West, 124.52 feet to a point on said right of way line, also being a point on a non tangent curve concave northerly, having a radius of 2375.33 feet, the center which bears North 09°27'00" W;

Thence easterly along said curve and right of way line through a central angle of 02°15'06", an arc length of 93.35 feet to the POINT OF BEGINNING.

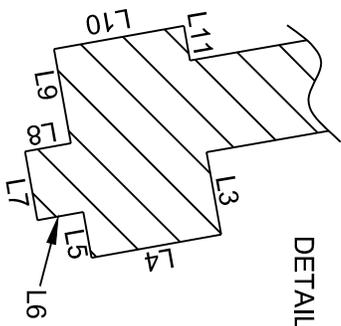
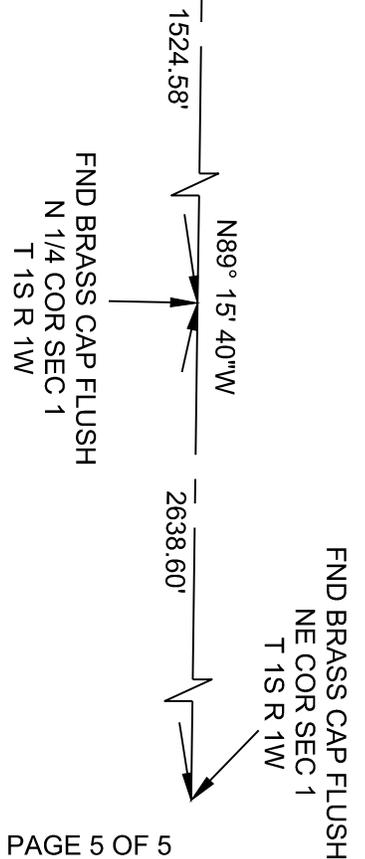
EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

SCALE 1"=50'



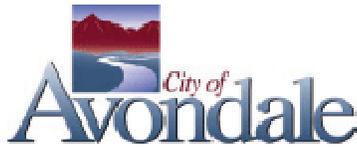
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S79°48'33"W	74.11'
L2	S09°54'32"E	46.11'
L3	N79°52'10"E	7.21'
L4	S10°07'50"E	11.33'
L5	S79°52'10"W	4.00'
L6	S10°07'50"E	4.00'
L7	S79°52'10"W	6.00'
L8	N10°07'50"W	4.00'
L9	S79°52'10"W	8.25'
L10	N10°07'50"W	11.33'
L11	N79°52'10"E	3.04'
L12	N09°54'32"W	54.11'
L13	N79°48'33"E	76.37'
L14	N05°50'28"W	7.87'



LEGEND

	EASEMENT AREA
---	PROPERTY LINE
•	PROPERTY CORNERS FOUND
MCR	MARICOPA COUNTY RECORDER

JOB# WA141479	DATE: 08/06/13
NW 1/4 SEC 1	T 1S R 1W
SCALE: 1"= 50'	INDEX 13-40
R/W: JAYSON JOHNSON	
SURVEY: JOHNSON-TAFT	
DRAWN BY: JAYSON JOHNSON	



CITY COUNCIL REPORT

SUBJECT:

Public Hearing - Annexation - St. John Bosco
Outreach Center

MEETING DATE:

September 9, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will hold a public hearing regarding the proposed annexation of APN 500-64-002P owned by the St. John Vianney Roman Catholic Parish located at 12443 W. Illini Street also known as 3680 S. 125th Avenue. Council will take appropriate action.

BACKGROUND:

Staff received a request from Reverend Thomas J. Eckert, C.S.C. Pastor at St. John Vianney Roman Catholic Parish to annex the property located at 12443 W. Illini Street also known as 3680 S. 125th Avenue. The property under consideration is currently under the jurisdiction of Maricopa County. The property owner has pursued development of this property with Maricopa County and has been given approval for the building and grading plans by the County that allow for the placement of a modular building on this site. The building is to be used as an after-school recreational youth center. The developer desires to connect the new building into the City's water and sewer systems.

Through this agreement the city will provide the property owner the water and sewer services needed and the City will receive the additional right-of-way required to complete the future widening of 125th Avenue.

On July 1, 2013 staff presented to council the pre-annexation agreement. Council members did not object to the idea of continuing to consider the proposed annexation.

DISCUSSION:

In accordance with state statutes, the Council must hold a public hearing on the proposed annexation. As required by statute, a notice was published in the West Valley View on August 27 and 30, 2013 and signs were posted at three locations within the proposed annexation areas on August 21, 2013. No comments have been received by the public. Adoption of the annexation ordinance by the City Council is scheduled for the regular meeting of September 16, 2013.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing regarding the proposed annexation.

ATTACHMENTS:

Click to download

- [Public Notice - Annexation - St. John Bosco Outreach Center](#)
- [Annexation - St. John Bosco - Legal Description and Map](#)
- [Public Notice - Sign Posting](#)

PUBLIC NOTICE

Public Notice is hereby given pursuant to A.R.S. § 9-471.(A)(3) that the City of Avondale, Arizona has filed in the office of the Maricopa County Recorder a blank petition relating to the proposed annexation of St. John Bosco Outreach Center into the City of Avondale. The petition sets forth the description and accurate map of the exterior boundaries of territory of the proposed annexation. The proposed annexation is generally described as that portion of the East half of the Northwest quarter of the Southeast quarter of Section 23, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona and is the 10.07 acre residential area generally located at 12443 W. Illini Street, Avondale, Arizona, also known as 3860 S. 125th Avenue, Avondale, Arizona.

A public hearing will be held on September, 9 2013 at 7:00 pm. in the Council Chambers at the Avondale Civic Center located at 11465 W Civic Center Drive in Avondale.

Published in the West Valley View August 23, 2013 and August 30, 2013

ANNEXATION

St. John Bosco Center
MCA 500-64-002P
Revised July 8, 2013

LEGAL DESCRIPTION

That part of the East half of the Northwest quarter of the Southeast quarter of Section 23, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 23, a MCHD brass disk in handhole, from which the Southeast corner thereof, a MCHD brass disk in handhole, bears South 01 degrees, 10 minutes 37 seconds East, 2614.24 feet distant, as a basis of bearing;

Thence North 89 degrees 41 minutes 41 seconds West a distance of 1304.24 feet to a point on the East line of the East half of the Northeast quarter of the Southeast quarter of said Section 23,

Thence South 01 degrees 00 minutes 53 seconds East along said East line a distance of 481.97 feet to a point on the Southerly line of LUCY T. HOMESITES UNIT TWO, a subdivision recorded in Book 142 of Maps, page 26, official records of Maricopa County, Arizona, said point also being the True Point of Beginning;

Thence South 01 degrees 00 minutes 53 seconds East continuing along said East line for a distance of 780.78 feet to a point on a line parallel with and 50.00 feet North of the South line of the East half of the Northwest quarter of the Southeast Quarter of said Section 23;

Thence North 89 degrees, 56 minutes 48 seconds West along said South line for distance of 603.83 feet to a point on a line parallel with and 50.00 feet East of the West line of the East half of the Northwest quarter of the Southeast Quarter of said Section 23;

Thence North 0 degrees 56 minutes 05 seconds West along said West line a distance of 673.60 feet to a point on the Southerly line of said LUCY T. HOMESITES UNIT TWO;

Thence North 79 degrees 56 minutes 38 seconds East feet along said Southerly line for a distance of 610.37 feet to the True Point of Beginning;

Said parcel contains 10.07 Acres, more or less.



EXPIRES: June 30, 2016



Note: Dimensions are based upon record information. This map is not a results of field survey.

East Quarter Corner Section 23

ELWOOD STREET

True Point of Beginning

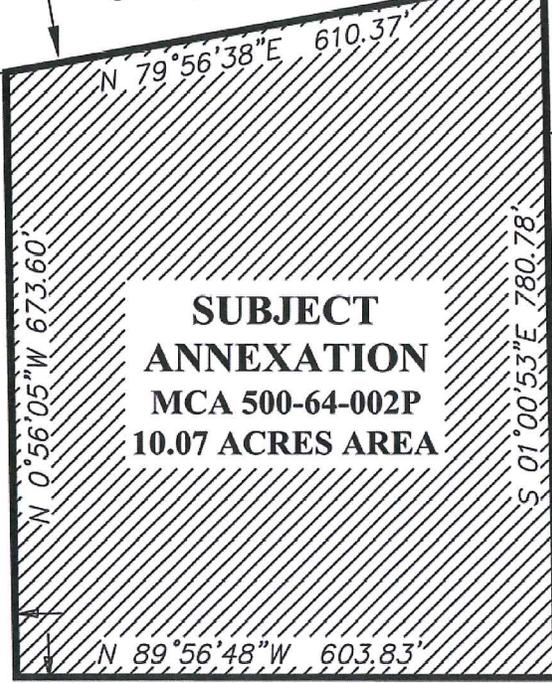
South Line of Lucy T. Homesites Unit Two Book 142 of Maps, Page 26, MCR

**CITY OF AVONDALE
ORD. NO. 484**

**CITY OF AVONDALE
ORD. NO. 484**

REFERENCE DOCUMENTS

1. Lucy T. Homesites Unit Two Book 142 of Maps Page 26 Official Records of Maricopa County, Arizona (MCR)
2. Record of Survey, PLSS Subdivision, MC - GDACS Bk 294 of maps, Pg38 MCR.
3. Special Warranty Deed Dkt 03-1725246 MCR
4. City of Avondale Annexation Ord 484 Dkt 90-394935, MCR



ILLINI ST

E line, E 1/2, NW 1/4, SE 1/4, Sec 23

**SUBJECT ANNEXATION
MCA 500-64-002P
10.07 ACRES AREA**

West Line of East 1/2, NW 1/4, SE 1/4, Sec 23

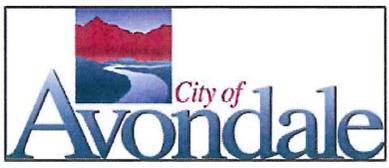
UNINCORPORATED MARICOPA COUNTY

South line of East 1/2, NW 1/4, SE 1/4, Sec 23

S 01°10'37\"/>Basis of Bearing

SE corner Sec 23, T1N, R1W Gila & Salt River Meridian, Maricopa County, Arizona

APPROXIMATE SCALE



ENGINEERING DEPARTMENT



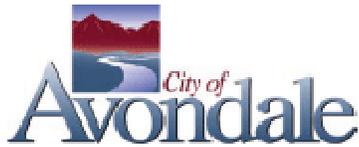
EXPIRES: June 30, 2016

ANNEXATION EXHIBIT MAP
ST JOHN BOSCO CENTER
12443 W. Illini Street, Avondale, Arizona
Part of E. 1/2, NW 1/4, SE 1/4, Sec 23,
T1N, R1W, G&SRM, Maricopa County, Arizona

DATE: 7-08-2013
 DSN: _____
 DRN: LS
 CHK: CH

PROJECT NAME
 ANNEXATION
 MCA 500-64-002P
 PAGE: 1 of 1





CITY COUNCIL REPORT

SUBJECT:

Resolution 3131-913 - Burial Rights Eligibility
Policy for Goodyear Farms Cemetery

MEETING DATE:

September 9, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution establishing a new policy for internment practices at the Goodyear Farms Cemetery and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Avondale acquired the Goodyear Farms Cemetery (the Cemetery) in May 2010 after SunCor Development Co. asked the city to accept ownership. SunCor offered the city a \$244,000 trust fund to help with the upkeep of the grounds. SunCor, whose parent company is Pinnacle West Capital Corp., divested itself of its real-estate holdings, which included the 4.5-acre cemetery.

The Cemetery is celebrated as a community landmark. Various community organizations and individuals volunteer their time to help the City of Avondale (the City) maintain the grounds. Ballet Folklorico Esperanza conducts an annual cleanup of the grounds to supplement the contract maintenance at the cemetery, and many Avondale and West Valley residents have relatives and close friends buried at the Cemetery.

DISCUSSION:

A document known as the "Busey Letter" has been used as the City's policy to determine eligibility for burial at the cemetery. This document was written in 1979 and limits eligibility to (then) current employees with a minimum of five years of seniority, retired employees, their spouses and dependent children less than 18 years of age.

This policy restricts certain family members from being buried with their relatives even where available plots exist. According to City records, there are approximately 1450 plots in the cemetery. The majority of the plots are full. Some of the graves are unmarked and a small portion of the plots were unofficially reserved for family members before the City took ownership of the cemetery, by persons who are actually not eligible to be buried at the Cemetery per the Busey Letter. There are approximately sixty (60) former Goodyear Farm workers remaining that are eligible to be buried at the Cemetery under the current policy. There are also approximately sixty (60) additional empty plots available that that will go unused without a modification to the existing policy.

Since the City took over the cemetery, staff has been forced to deny burial rights on several occasions due to the restrictive policy. Staff is therefore proposing Council consideration and approval of a new policy that will allow family members of individuals currently interned in the cemetery to be eligible for burial in the Cemetery's unused plots. This new policy would also ensure that the remaining plots become available to eligible family members but will not affect any of the remaining eligible workers. Plots have been set aside for the remaining eligible workers and any

future request will be granted only for plots that are not reserved. Many of the remaining plots will never be filled without an updated policy.

In addition to establishing eligibility, the proposed policy also spells out the practices that have been followed for internments and formalizes them to ensure compliance and safety.

BUDGETARY IMPACT:

There are no budgetary impacts to this policy.

RECOMMENDATION:

Staff is recommends that the City Council adopt a resolution establishing a new policy for internment practices at the Goodyear Farms Cemetery and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Busey Letter](#)

[Resolution 3131-913](#)

EXHIBIT "C"

GOODYEAR FARMS GENERAL LETTER

Revised March, 1979

Subject: BURIAL IN LITCHFIELD PARK CEMETERY

Supersedes conditions as established in letter of
February 6, 1979

Burial in this cemetery will be limited to deceased persons who qualify
under at least one of the following conditions:

1. At time of death the deceased person was an active employee of Goodyear Farms and had been an active employee for at least five (5) consecutive years prior to death.
2. The deceased person was retired and had been an active employee for at least five (5) consecutive years prior to retirement.
3. The person at time of death was the lawful spouse of an active employee who qualifies for burial under 1 or 2 above.
4. The deceased person was the widow or widower of a former employee who either is buried in the cemetery or would have been eligible for interment under 1 or 2 above.
5. The deceased person at time of death was an unmarried dependent child of a person who qualifies for interment under 1 or 2 above, or is an unmarried child of a person already buried in the cemetery, or is the unmarried dependent child of a widow or widower who qualifies to be buried in the cemetery.

A child is defined for this purpose as a person under the age of 18 years.

The management of Goodyear Farms will designate a person to be in charge of the cemetery. The management will consider each request for burial. If in the opinion of management, an exception to the above conditions is warranted, such exception may be made.


George W Busey
Vice President

G W Busey
mlm

Distribution: W A Bailey
A L Hardeman
J A Bauer
File

RESOLUTION NO. 3131-913

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE BURIAL RIGHTS ELIGIBILITY POLICY FOR GOODYEAR FARMS CEMETERY.

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

SECTION 1. The Burial Rights Eligibility Policy for Goodyear Farms Cemetery is hereby adopted 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 take all steps and to execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, September 9, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3131-913

(Burial Rights Eligibility Policy)

See following pages.

**CITY OF AVONDALE
GOODYEAR FARMS CEMETERY
BURIAL RIGHTS ELIGIBILITY POLICY**

PURPOSE:

To establish eligibility criteria for burial and regulations at the Goodyear Farms Cemetery located at 3720 N. Santa Fe Trail, Avondale, AZ 85323 (the “Cemetery Property”) and under the ownership of the City of Avondale as of May 3, 2010. This policy shall be effective as of the date set forth above.

ELIGIBILITY:

A. Burial on the Cemetery Property shall be limited to deceased persons who qualify under at least one of the following conditions (each, a “Qualified Person”):

1. At time of death, the deceased person was an employee of Goodyear Farms and had been an active employee for at least five consecutive years prior to death.
2. The deceased person was retired and had been an active employee of Goodyear Farms for at least five consecutive years prior to retirement.
3. The person at time of death was the lawful spouse of an employee of Goodyear Farms who qualifies for burial under subsections (1) or (2) above.
4. The deceased person was the widow or widower of a former employee of Goodyear Farms who either is buried in the cemetery, or would have been eligible for interment under subsections (1) or (2) above.
5. The deceased person at time of death was an unmarried-dependent child of a person who qualifies for interment under subsections (1) or (2) above, or is an unmarried child of a person already buried in the cemetery, or is the unmarried dependent child of a widow or widower who qualifies to be buried in the cemetery. A child is defined as a person under the age of 18 years.

B. Any descendant of a Qualified Person may be buried on the Cemetery Property at a burial site designated by the City on a space available basis only. Burial sites may not be reserved in advance for interment of descendants of Qualified Persons. Burial Qualified Persons shall take precedence over burial of any descendants of Qualified Persons. The City shall preserve an adequate number of burial sites under state law to accommodate burial for all Qualified Persons. For the purposes of this paragraph, “descendant” means any person who is of the same blood or origin as a Qualified Person regardless of the degree of consanguinity and who can prove or whose representative can prove such consanguinity to the satisfaction of City.

REGULATIONS:

A. Interment. Burials at the Goodyear Farms Cemetery shall follow the following regulations:

1. Compliance with ARIZ. REV. STAT. Title 36 for the transportation and disposition of human remains (AZ Transit Permit) shall be required.
2. A burial permit from the local health office signed by the proper authorities is required before interments can be made, and proof of such burial permit must be provided to the City prior to interment.
3. Any person seeking burial of a Qualified Person on the Cemetery Property must receive City approval for interment. The City must approve the proposed method by which a gravesite will be opened and closed and by which any urn, container or casket will be placed or lowered into a gravesite. The City may, but is not obligated to, authorize a third-party vendor to provide gravesite services, including opening and closing the gravesite and placing or lowering any urn, container or casket into a gravesite.
4. After entering the gates, funerals shall be subject to the direction of the City-authorized personnel.
5. All graves shall be opened and closed by City-authorized personnel only. For the safety of the general public, no one from the general public will be allowed to help fill the gravesite.
6. Any personal items to be interred with the deceased must be placed within the casket prior to entering the cemetery grounds. Caskets are to remain closed after entering the cemetery grounds.
7. Interment of cremated remains may be made only in urns or approved containers or caskets made of concrete, plastic or metal. Interment of these remains shall be made on the ground; no separate facilities are available.
8. Arrangements for an interment must be completed forty-eight (48) hours prior to the scheduled interment. Interments may only be held Monday through Friday and must conclude no later than 5 pm.
9. Sites for interment may be located by the family or representatives of the family within an area of the cemetery designated by the City.
10. When a removal of remains is to be made from a single grave for transfer to another grave, the formerly occupied single grave space and all rights therein revert to the City.

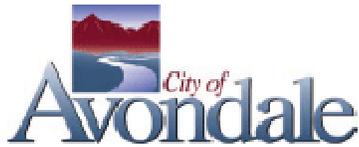
11. The burial of two (2) bodies in one (1) grave will not be permitted.
12. All monuments shall be set flat and flush with the ground. All monuments will be placed by the City. The maximum width monument allowed for a single standard size grave will be forty-eight (48) inches; the maximum for a double monument (two (2) graves) will be ninety-six (96) inches.
13. All standard grave sites will be five (5) feet by nine (9) feet.
14. If a liner or vault is used, it must be constructed of polyurethane or concrete only.
15. Graveside services shall not extend beyond one (1) hour. Any time in excess of the one (1) hour limit will be subject to an hourly rate fee.
16. The closing of the grave will take place only after all persons attending the funeral have left the cemetery or are at least one hundred (100) feet away from the grave site.
17. All costs other than the burial plot are the responsibility of the family of the deceased person(s).

B. Obligations of the City of Avondale.

1. Provide the burial site, and the actual site location will be approved exclusively by the City Manager or authorized designee.
2. If requested, procurement of any services necessary to open, close and compact the gravesite, and to lower the urn, other container or casket, the cost of which services shall be paid by the family or representative of the Qualified Person or of the descendant of the Qualified Person to be buried.

C. Obligations of Family of Qualified Person. The family or representative of the person to be buried shall be solely responsible for the costs of interment and any ceremonial rites related thereto. Those responsibilities include, but are not limited to:

1. Costs associated with the opening and closing of the burial site as determined by the City.
2. Any and all costs associated with the burial.
3. Cost and procurement of a headstone and maintenance of any headstone or adornment to the burial site.
4. Ongoing maintenance of the gravesite.



DEVELOPMENT SERVICES

SUBJECT:

Public Hearing – Zoning Extension for Avondale
Commerce Park PAD Zoning - Alternatively
Ordinance 1524-913

MEETING DATE:

September 9, 2013

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Director 623-333-4012

THROUGH: Charlie McClendon, City Manager

REQUEST: A one-year extension of Planned Area Development zoning on the subject property to expire April 16, 2014.

PARCEL SIZE: Approximately 80 acres

LOCATION: Northeast corner of 103rd Avenue and Van Buren Street

APPLICANT: Mr. Michael J. Curley, Earl, Curley, and Lagarde, P.C. (602) 265-0094

OWNER: 101st & Roosevelt Partners, LLC 101st & Van Buren Partners, LLC George H. Bell and Stephen J. Weiss, Managers, Valley Land Investors, LLC, GP (480) 538-5474 and (480) 603-1099

BACKGROUND:

The property is identified as Business Park on the General Plan Land Use Map (Exhibit A). The property is zoned Planned Area Development (PAD) (Exhibit B). The property is vacant and is currently being farmed (Exhibit C).

The property was annexed into the City March 17, 1986 and zoned Agricultural (AG). On March 17, 2008, City Council approved case Z-07-7 and rezoned the property to Planned Area Development (PAD) through Ordinance 1294-308 (Exhibits E and F).

On May 16, 2011, City Council granted a one-year extension of PAD zoning for Avondale Commerce Park (case PL-11-0034) with a condition of approval that the development also be subject to the Public Art Ordinance 1324-808. Previous conditions of approval remain in effect. This was the 1st PAD extension.

On April 2, 2012, City Council granted a second one-year extension of PAD zoning for Avondale Commerce Park (case PL-12-0043). All conditions of the previous approvals remain in effect. On April 16, 2013, the second one-year PAD zoning extension expired.

On June 6, 2013, the applicant requested that the public hearing for this case scheduled for June 17th be rescheduled to July 15, 2013 at which time the case was continued until September 9th in order to provide additional time to consult with the property owners regarding the proposed additional conditions of approval (see both the Analysis and Recommendation subsections below).

SUMMARY OF REQUEST:

The applicant is requesting a one-year extension of the expiration date of PAD zoning to April 16, 2014 (Exhibit H). If granted, this would be the third of a possible maximum four one-year extensions of PAD zoning provided for by the Zoning Ordinance.

PARTICIPATION:

Not required.

PLANNING COMMISSION ACTION:

Not required.

ANALYSIS:

The land use designation for this property on the General Plan land use map is Business Park. Business Park is intended for "...large scale campus developments that provides abundant employment opportunities..." and that the land use accommodates 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. With the exception of trade and business schools, hospital and emergency care, auto body, and retail uses, the majority of the uses in the PAD are consistent with the General Plan. T

The Avondale Commerce Park PAD is in compliance with the current development and design standards of the Freeway Corridor Specific Plan, the Zoning Ordinance for the Commerce Park (CP), General Industrial (A-1), and Community Commercial (C-2) Zoning Districts, and the Commercial/Industrial/Multi-Family Residential Design Manuals. The PAD Development Plan and Program provides for greater maximum building heights of 56 feet, instead of 35 feet, and allows up to 84 feet of maximum building height in subareas A and B of the property if four criteria are met (Exhibit F, page 7). The criteria are the same as was adopted with the amendment of the Freeway Corridor Specific Plan in 2007. The PAD Development Plan and Program also contains specific architectural design requirements, which were adopted as a part of the PAD prior to adoption of the Commercial/Industrial/Multi-Family Residential Design Manuals in 2008. The PAD requirements are compatible with the City's Design Manuals.

Uses provided for in the PAD are compatible with CP, A-1, and C-2 zoning, with the C-2 uses being located within approximately 600 feet of Van Buren Street.

The PAD provides for a minimum Master Site Plan size of 10 acres, and a minimum first phase site plan of 2.5 acres. Construction of offsite perimeter infrastructure would be determined at the time of Master Site Plan approval and would be appropriate for the size of development and roadway connections to existing public streets.

Section 603.D of the Zoning Ordinance requires that property zoned PAD begin construction within three years of rezoning to PAD, unless granted an extension of PAD zoning by City Council. A maximum of four one-year extensions may be approved. Two one-year extensions have been previously granted, this request is for a third extension. The property was rezoned to PAD over five years ago. To date, no PreApplication or application for Site Plan has been requested for the property.

Additional Conditions of Approval

If City Council is inclined to approve this request, staff is recommending four additional conditions of approval to be in effect with the previously approved conditions. The additional conditions of approval are as follows:

1. Van Buren Street right-of-way purchase - Van Buren Street is an arterial roadway. A typical half-street right-of-way dimension called for in the Transportation Plan is 65 feet. The ordinance rezoning Avondale Commerce Park to PAD identified this. Because the City of Tolleson approved development south of this property without obtaining adequate right-of-way for Van Buren Street, it may be necessary for the City of Avondale to acquire additional right-of-way from Avondale Commerce Park. The amount is undetermined at this time, but could be as much as 15 additional feet, resulting in an 80-foot width half-street on the north side of Van Buren Street. In addition to the right-of-way for streets, an additional 20 feet of right-of-way is needed on the north side of Van Buren Street for the regional Van Buren Drainage/Recreation Corridor. The total amount of half-street Van Buren Street right-of-way could be as much as 100 feet, of which the developer would dedicate 65 feet and all additional would be purchased by the City.
2. 103rd Avenue & Roosevelt Street right-of-way and remnant parcel purchase - For safety reasons, the intersection of 103rd Avenue with Roosevelt Street approaching from the south will have to be shifted east in order to align with the existing 103rd Avenue alignment on the north side of Roosevelt Street (Exhibit I). Instead of dedicating only a half-street of 103rd Avenue, the realignment would require dedication of the full-street for approximately 200 feet of its length. Therefore, the City will purchase the western half-street 103rd Avenue right-of-way and the remnant parcel created to the west. Per Exhibit I, the dark blue color shows the portion of 103rd Avenue half-street right-of-way unaffected, the light blue color shows the realigned 103rd Avenue half-street required to be dedicated by the property owner, the yellow color shows the realigned 103rd Avenue half-street right-of-way to be purchased by the City, and the orange color shows the remnant parcel created by realignment that will also be purchased by the City. The final design of the 103rd Avenue could affect these amounts.
3. A 12" waterline is required in 103rd Avenue and Pierce Street –Staff recommends making explicit the requirements for development with a condition of approval to inform future developers and staff.
4. Reimburse the City for the 16" waterline installed in Van Buren Street – Condition # 4 of Ordinance 1294-308, the ordinance that rezoned Avondale Commerce Park to PAD, required this property to pay its portion of the 16" waterline to be constructed in Van Buren Street. The waterline has been constructed. The proposed condition of approval replaces condition # 4 by requiring payment with the first phase of development.

PAD Zoning Reversion

If the PAD zoning extension is not granted, the Section 603.D of the Zoning Code provides for the ability of City Council to revert the zoning to the previous zoning of Agriculture (AG). As a matter of standard procedure, staff has prepared an Ordinance to revert the zoning from PAD to AG should the City Council so desire. All required notifications to the applicant and property owners by Certified Letter have been done, per the Section 603.D of the Zoning Code.

All previous conditions of approval remain in effect if this extension is granted.

Conclusion:

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested one-year extension of PAD zoning with four additional conditions of approval that requires compliance with the Public Art Ordinance 1324-808.

FINDINGS:

The proposed request, with the recommended condition of approval, complies with the requirements of the General Plan, Freeway Corridor Specific Plan, the Zoning Ordinance, and the Commercial/Industrial/Multi-Family Design Manuals.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-13-0067 with four recommended condition of approval as follows:

1. Right-of-way along Van Buren Street exceeding 65 feet of half-street shall be purchased by the City, up to an additional 35 feet, for the Van Buren Drainage/Recreation Corridor and alignment of the roadway.
2. 103rd Avenue shall align with the existing street north of Roosevelt Street and with the existing street south of Van Buren Street. Where the realigned 103rd Avenue approaching Roosevelt Street is abutted on both sides by the subject property, the property owner shall dedicate the east half-street right-of-way and the City shall purchase the west half-street right-of-way as well as the remnant property west of the realigned roadway; Refer to Exhibit I. Where the realigned 103rd Avenue approaching Van Buren Street is abutted on both sides by the subject property, the property owner shall dedicate the full-street right-of-way; Refer to Exhibit D of the PAD Development Plan.
3. A 12 inch waterline is required to be installed in 103rd Avenue and Pierce Street, per the General Engineering Manual.
4. The developer shall reimburse the City for its portion of the 16" waterline installed in Van Buren Street along the property frontage with the first phase of development and prior to the issuance of any permits related thereto.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-13-0067, a request for a one-year extension of PAD zoning for Avondale Commerce Park to expire April 16, 2014, subject to four recommended conditions of approval.

If Council denies the extension request, the following motion should be used to revert the zoning of the property back to Agricultural (AG):

I move that the City Council **ADOPT** an Ordinance reverting the zoning of the Avondale Commerce Park PAD from Planned Area Development (PAD) to its previous zoning classification of Agricultural (AG).

ATTACHMENTS:

Click to download

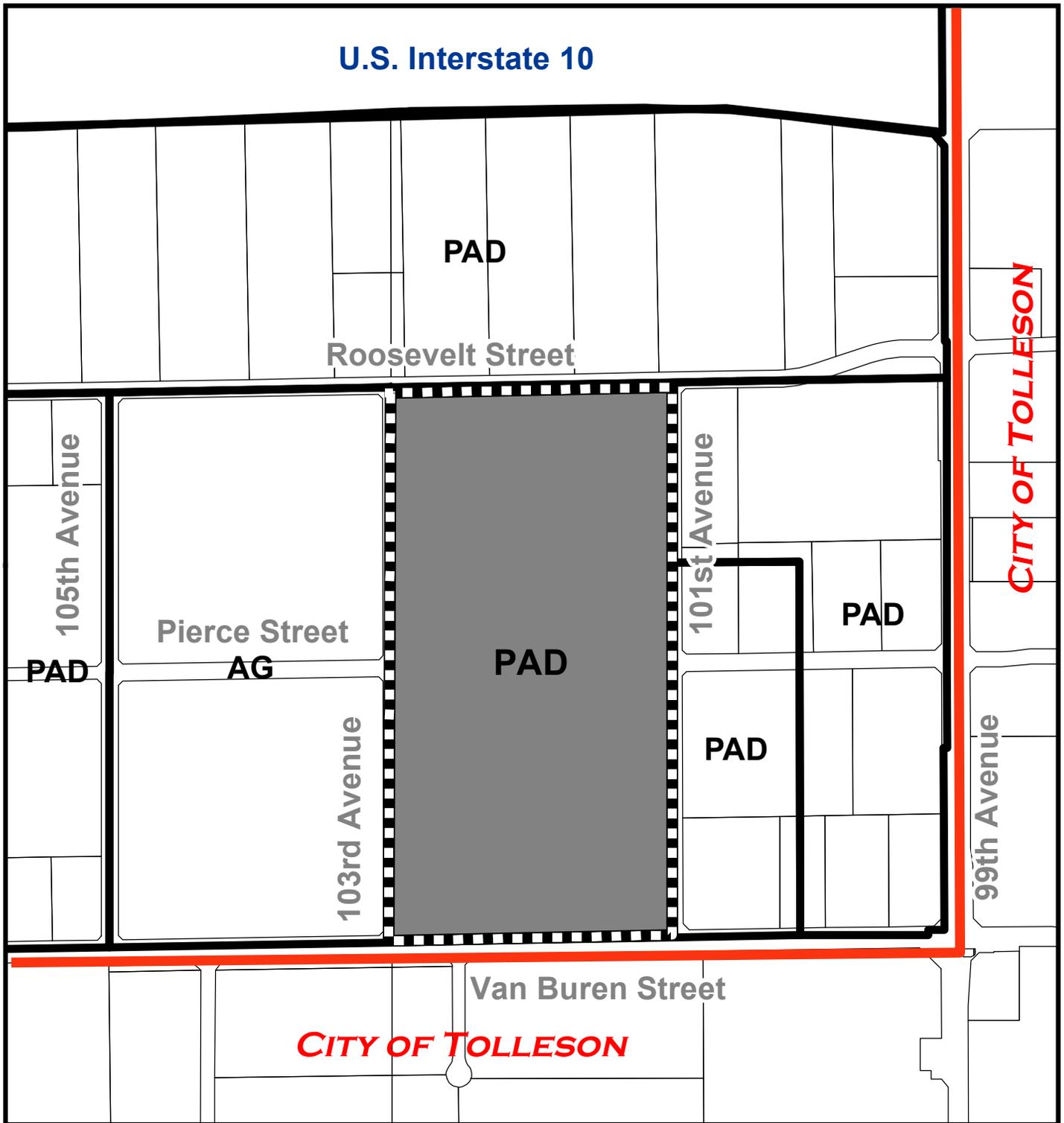
- [Exhibit A - Vicinity General Plan Land Use Map](#)
- [Exhibit B - Vicinity Zoning Map](#)
- [Exhibit C - Vicinity Aerial Photo 2013](#)
- [Exhibit D - Summary of Related Facts](#)
- [Exhibit E - Ordinance 1294-308 Rezoning ACP to PAD](#)
- [Exhibit F - ACP PAD Development Plan](#)
- [Exhibit G - City Council Minutes April 2, 2012](#)
- [Exhibit H - Applicant's Narrative Request](#)
- [Exhibit I - 103rd Avenue Realignment with Roosevelt Street](#)
- [Ordinance 1524-913](#)

FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

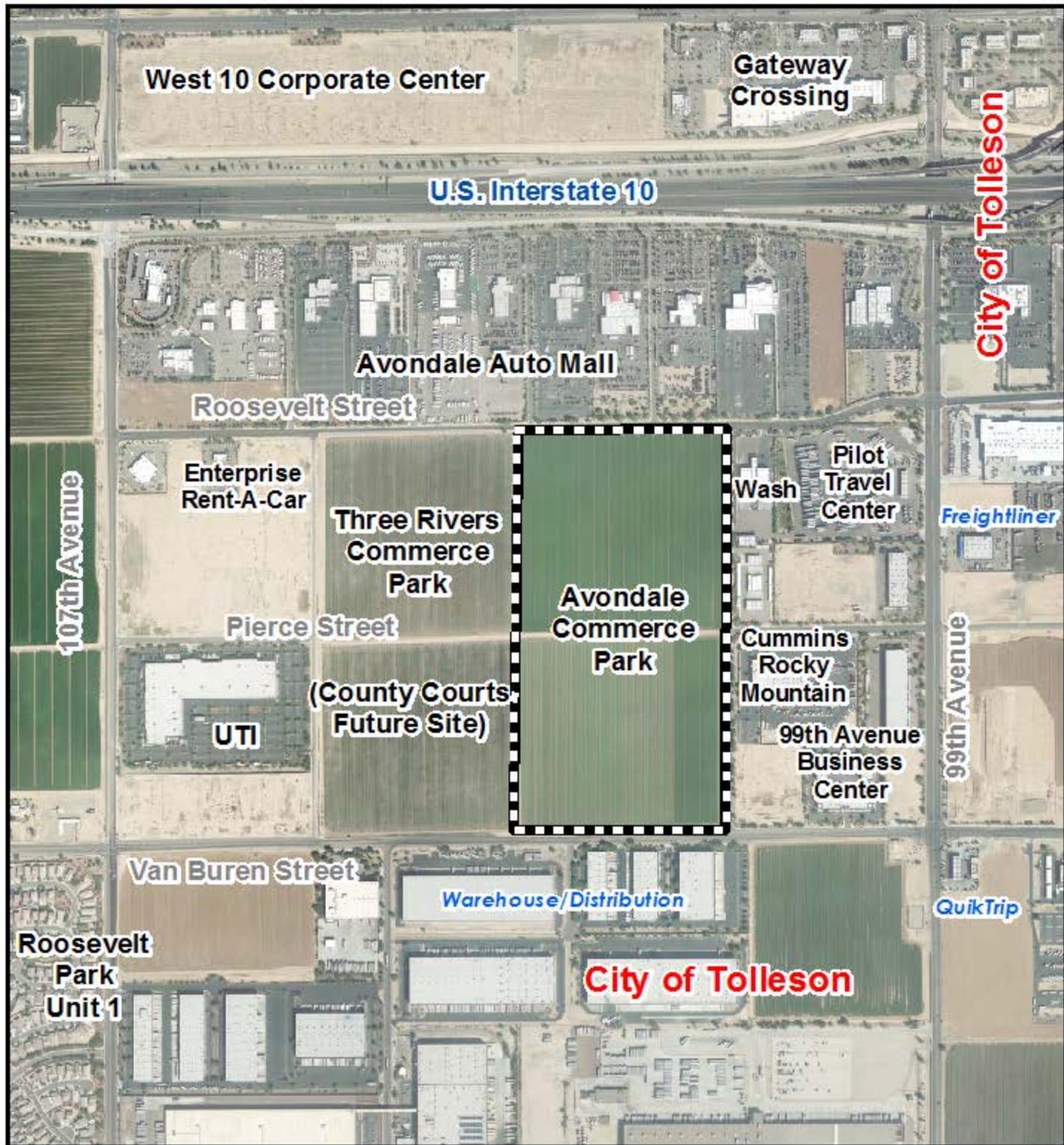


**Zoning Vicinity Map
Avondale Commerce Park PAD Extension
PL-13-0067**



Subject Property





Aerial Photograph 2013
Avondale Commerce Park PAD Extension
PL-13-0067



Subject Property



SUMMARY OF RELATED FACTS
APPLICATION PL-13-0067 AVONDALE COMMERCE PARK PAD EXTENSION

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 80 acres
LOCATION	NEC 103 rd Avenue & Van Buren Street
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat
EXISTING LAND USE	Vacant & farming
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 3/17/1986, Rezoned to PAD 3/17/2008, PAD Zoning Extensions 5/16/2011 & 4/2/2012
DEVELOPMENT AGREEMENT	No.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Planned Area Development (PAD) – Avondale Automall
EAST	Planned Area Development (PAD) – Interstate Commerce Center
SOUTH	City of Tolleson – warehouse/distribution
WEST	Planned Area Development (PAD) – Three Rivers (vacant/farming)
<i>GENERAL PLAN</i>	
The subject property is designated as Business Park on the General Plan Land Use Map.	

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

<i>STREETS</i>	
Roosevelt Street	
Classification	Major Collector
Existing half street ROW	0 feet
Standard half street ROW	50 feet
Existing half street improvements	None
Standard half street improvements	2 vehicular lanes, ½ median/turning lane, bike lane, curb and gutter, detached sidewalk, street lights

<i>STREETS</i>	
Van Buren Street	
Classification	Arterial
Existing half street ROW	38 feet
Required half street ROW	100 feet (includes additional 20 feet for regional drainage & recreation corridor)
Existing half street improvements	1 vehicular lanes, ½ median
Standard half street improvements	3 vehicular lanes, ½ landscaped median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

<i>STREETS</i>	
101st Avenue	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1 vehicular lane, ½ median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

<i>STREETS</i>	
103rd Avenue	
Classification	Major Collector
Existing half street ROW	None
Standard half street ROW	50 feet
Existing half street improvements	None
Standard half street improvements	2 vehicular lanes, ½ landscaped median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

<i>STREETS</i>	
Pierce Street	
Classification	Minor Collector
Existing full street ROW	None
Standard full street ROW	80 feet
Existing full street improvements	None
Standard full street improvements	1 vehicular lane, ½ median/turn lane, bike lanes, curb and gutter, detached sidewalks, and street lights

UTILITIES

There is an existing 12" water line in Roosevelt Street and 101st Avenue transiting across the frontages of the property.

There are existing 10" sewer line in Roosevelt Street, an existing 12" in 101st Avenue, and a 15" in Van Buren Street transitioning across the frontages of the property.

ORDINANCE NO. 1294-308

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES LOCATED AT THE NORTHEAST CORNER OF 103RD AVENUE AND VAN BUREN STREET AS SHOWN IN FILENAME Z-07-7, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

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

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

WHEREAS, the Commission held a public hearing on Thursday, February 21, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on March 17, 2008.

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

SECTION 1. That ± 80 acres of real property, generally located at the northeast corner of 103rd Avenue and Van Buren Street, as shown in filename Z-07-7 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative Planning Division date stamped February 8, 2008.
2. Right-of-way shall be dedicated to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:
 - A. Van Buren Street - 65 feet half-street width
 - B. Roosevelt Street - 50 feet half-street width
 - C. 101st Avenue - 40 feet half-street width
 - D. 103rd Avenue - 40 feet half-street width transitioning into 80 feet full-street width as determined by the ultimate street alignment
 - E. Pierce Street - 80 feet full-street width

Additional requirements for improvements, traffic signals and rights-of-way for deceleration lanes, turn lanes, transit stops, may be required during the site plan process depending upon the findings of the required traffic studies.

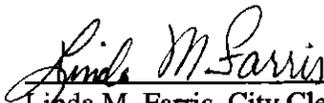
3. A contribution of 25% of the cost of a traffic signal at 103rd Avenue and Van Buren Street shall be required with approval of the Master Site Plan for the first phase. Additional traffic signals may be required depending upon the findings of traffic studies and analysis, as determined by the City Engineer.
4. A 16" waterline is planned to be constructed on Van Buren Street by the City as part of a capital improvement project. This development will be required to pay for the portion of the 16" waterline along its frontage with the first phase of development and prior to issuance of any permits related thereto.
5. As soon as possible following approval of this Ordinance by the City Council, the property owner shall dedicate a waterline easement along the entire frontage of Van Buren Street as required for installation of a 16" waterline, water quality station and meters. Said easement shall be located over the entire area of Van Buren Street the right-of-way set forth above.
6. All groundwater rights shall be dedicated to the City of Avondale in conformance with Arizona Statutes prior to issuance of the first Certificate of Occupancy.
7. Master Site Plans shall be a minimum of 10 acres. A minimum of twenty-five (25%) percent of each Master Site Plan shall be developed in the first phase.
8. Development shall conform to the Design Manuals as adopted by the City and maintained by the Development Services Department.

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

PASSED AND ADOPTED by the Council of the City of Avondale, March 17, 2008.


Marie Rogers Lopez, Mayor

ATTEST:


Linda M. Farris, City Clerk

APPROVED:


Andrew J. McGuire, City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 1294-308**

[Map and Legal Description]

See following pages.

Exhibit A

All that portion of the Northeast quarter of the Northwest quarter of Section 1, 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 Northwest corner of Section 1, marked by a ½ inch rebar and cap RLS 34404;

thence along the North line of the Northwest quarter of the Northwest quarter, South 87 degrees 55 minutes 47 seconds East, a distance of 1309.61 feet to a brass cap in hand hole marking the Northwest corner of the Northeast quarter of the Northwest quarter;

thence leaving said North line, South 00 degrees 14 minutes 07 seconds West, a distance of 65.00 feet to a point on the Southerly right-of-way line of McDowell Road as conveyed in Book 2328 of Deed, page 135, said point being the TRUE POINT OF BEGINNING;

thence along the South right-of-way line of McDowell Road, South 88 degrees 58 minutes 51 seconds East, a distance of 697.99 feet;

thence leaving said right-of-way, South 02 degrees 50 minutes 49 seconds West, a distance of 931.23 feet;

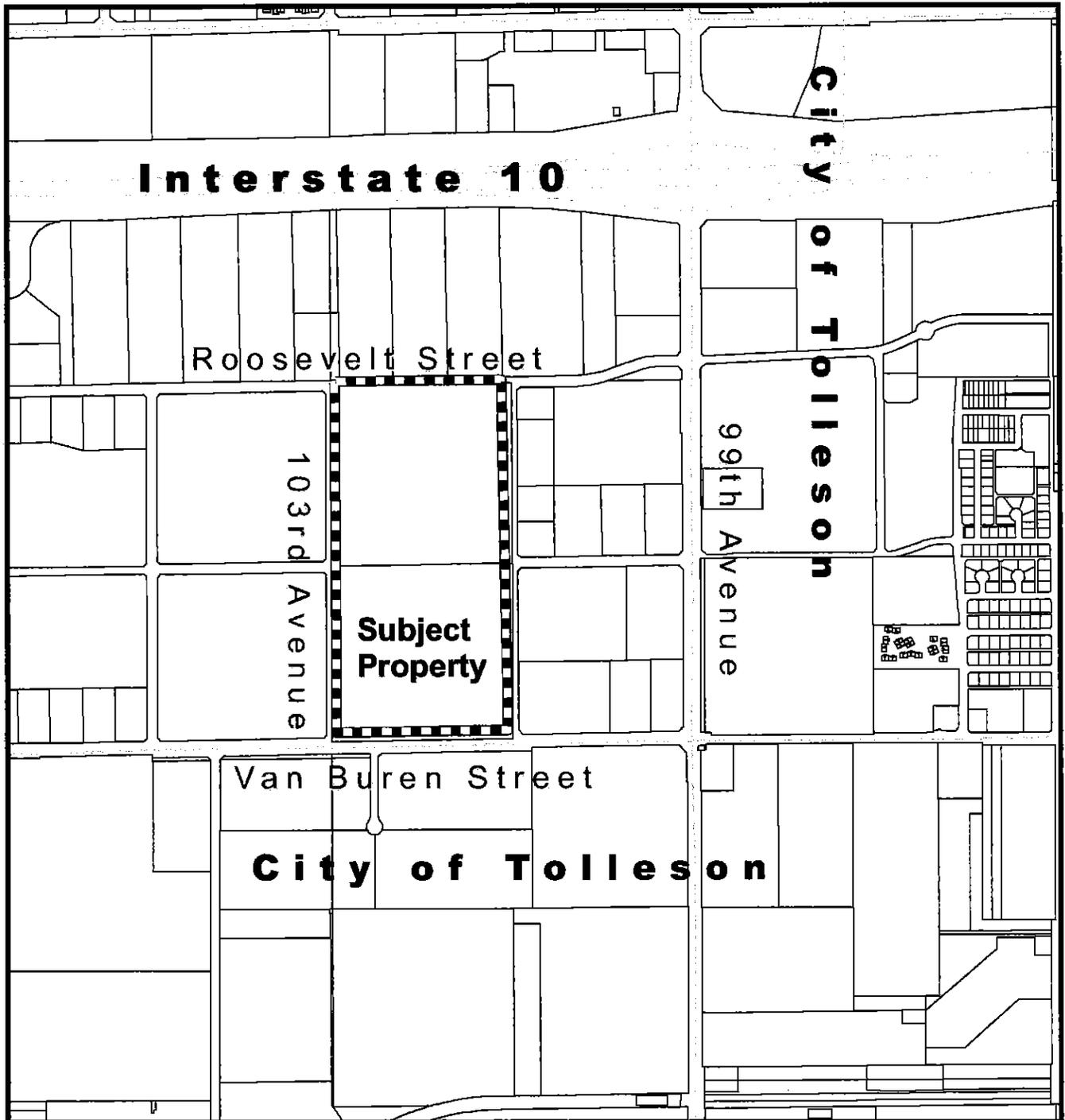
thence South 65 degrees 24 minutes 06 seconds West, a distance of 121.63 feet;

thence South 45 degrees 59 minutes 06 seconds West, a distance of 22.80 feet;

thence South 20 degrees 42 minutes 06 seconds West, a distance of 10.52 feet;

thence South 89 degrees 44 minutes 13 seconds West, a distance of 525.12 feet to a point on the West line of the Northeast quarter of the Northwest quarter;

thence along said West line, North 00 degrees 14 minutes 07 seconds East, a distance of 1021.22 feet to the TRUE POINT OF BEGINNING



Z-07-7
Avondale Commerce Park



Subject Property



A NARRATIVE REPORT FOR

Avondale Commerce Park **General Development Plan and Program**

80-acres

Located at the

Northwest corner of 101st Avenue and Van Buren Street

Developer

George Bell/Dr. Steve Weiss
Land Research & Development Inc/Sovereign
Group of Companies Inc.,
16611 North 91st Street
Suite 105
Scottsdale, Arizona 85260
Phone: (480) 538-5474/(480) 603-1099
Fax: (480) 538 5475/(480) 538-5475

Applicant

Michael J. Curley
Earl, Curley & Lagarde, P.C.
3101 N. Central Avenue
Suite 1000
Phoenix, Arizona 85012
Phone: (602) 265-0094
Fax: (602) 265-2195

Prepared for the
City of Avondale

Prepared by:

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Preparation date:
Revised January 31, 2008
January 9, 2008
October 8, 2007
June 25, 2007
August 18, 2006

CITY COUNCIL

Approved
 Denied

Approved with
Conditions

3-17-2008
Date



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General Development Plan Narrative

Introduction

The Planned Area Development (“PAD”) is an approximately 80-acre parcel that proposes a mixture of employment uses to create a commerce park development. The property is a rectangular shaped parcel located at the northwest corner of 101st Avenue and Van Buren Street (see Aerial Map, Exhibit A). The formal request to the City of Avondale is to rezone the site from Agriculture (AG) to PAD. In accordance with Section 6 of the Zoning Ordinance regarding the PAD Districts, this is a General Development Plan and Program (GDPP). The GDPP identifies the general development theme for the site including: allowed uses, development standards, design criteria, street cross sections, landscape theme, screen wall theme, and entry monument signage.

The site enjoys excellent regional access due to its geographic location to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway (Loop 101). The site is approximately 900-feet south of the I-10 Freeway that connects Phoenix to Los Angeles. There are two I-10 freeway interchanges within one mile of the site. A full I-10 Freeway interchange is at 99th Avenue, and a half diamond interchange at 107th Avenue. The Loop 101 is approximately one and one-quarter miles east of the site and has a full stack interchange with I-10. The Loop 101 connects I-10 to Interstate-17 by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Loop 101 greatly expands the site’s employment shed and market area in terms of available labor supply, access to major markets, and business linkages.

Consistency with the General Plan

The General Plan land use map identifies the entire site to be developed as Employment for Business Park and Industrial Uses (see General Plan Land Use Map, Exhibit B). The General Plan places great importance on the I-10 Freeway Corridor for employment, industrial and retail uses. The Plan indicates that the corridor along the I-10 Freeway is to be developed with more intense uses. The corridor is intended to allow flexibility by allowing different types of employment uses. Employment uses are defined as general-office; enclosed industrial along with retail and commercial uses that support the employment uses.

The Economic Development Element of the General Plan iterates that residents desire a community that offers employment opportunities. The City targeted a 0.5 jobs-to-population ratio to be achieved during the implementation of the General Plan. The proposed PAD rezoning on the subject property within the I-10 Freeway corridor will ultimately yield approximately 3,500 office, light manufacturing and service related jobs (80 acres x 43,560 sq. ft. x 0.40 lot coverage x 2.50 employees ÷ 1,000 sq. ft. per employee = 3,485). This PAD will help achieve the desired 0.5 jobs-to-population ratio identified in the General Plan, and will provide the intense employment development desired along the I-10 Freeway corridor. The proposed PAD is consistent with the adopted General Plan Land Use Map, and will compliment the adjacent

existing land uses including the Automall, UTI, Coyote Honda, Cummins and Warehouse/Distribution facilities.

Surrounding Land Uses and Zoning

The site fronts along Van Buren Street on the south and Roosevelt Street on the north, between the 103rd Avenue alignment and existing 101st Avenue. The site is located across Van Buren Street from the Tolleson city limits. The site is located in the middle of a rapidly developing employment / commercial area within the Cities of Avondale and Tolleson. The surrounding properties have the following land uses and zoning (see Existing Zoning, Exhibit C):

- North: Developing Automall with 14 dealerships. The Automall has full perimeter improvements. The automall is zoned PAD in Avondale.
- East: Light industrial, commercial and vacant land zoned PAD in Avondale.
- South: Warehousing/distribution employment uses zoned I-1 (Light Industrial) in Tolleson.
- West: The Three Rivers Commerce Park PAD which is currently vacant on the adjacent 80-acre parcel (see Context Plan, Exhibit C).

PAD Plan

The 80-acre PAD Plan includes four Parcels. Parcel A consist of 40-acres. Parcels B, C and D are approximately 40 acres in area. The Parcels can accommodate large to medium single-tenant or multi-tenant buildings (see Conceptual PAD Plan, Exhibit D). The Parcels have street frontage on all sides. All perimeter landscaping, entrances, and screen walls will follow a common design theme to create an integrated project.

The PAD Plan shows major streets and perimeter landscape improvements, but the exact building locations, architecture, parking fields, internal street circulation and other defining details are not shown because the final users of the PAD site are not yet known.

Each Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Each Final Site Plan within an approved Master Site Plan shall be reviewed and approved administratively by staff. The Master Site Plan shall include: right-of-way improvements, proposed driveway locations, internal circulation, general building footprints and parking, building elevations and building materials that establishes the architectural theme, master signage plan, site lighting and architectural lighting plan, preliminary water, sewer and drainage analysis, and a landscape plan for perimeter and internal landscaping areas for the entire phase. Master Site Plan submittal requirements shall be governed by the Site Plan application kept by the City of Avondale in effect at the time of application.

Exhibit F

The architectural theme may vary from parcel to parcel. However, design guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility for the entire project.

A Master Site Plan for particular phases or a major amendment to a Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Major Amendment or modifications to the General Development Plan Program shall be in accordance with the Avondale Zoning Ordinance as amended. Minor amendments to a Master Site Plan shall be in accordance with the Avondale Zoning Ordinance as amended. All amendments deemed minor by the City shall be reviewed and approved by staff administratively upon finding that the amendment is in substantial conformance to the approved General Development Plan and Program.

Land Uses

The intent of this PAD zoning district is to accommodate the development of commerce/office park, support retail services for the project and area, warehousing and certain light industrial uses such as manufacturing, assembly and subassembly uses which operate in an enclosed, clean, quiet and safe manner to create a comprehensively planned and attractive development.

The proposed land uses for the PAD are listed below. The uses for the entire development are primarily derived from the permitted CP (Commerce Park) and A-1 (General Industrial) zoning districts with additional uses derived from the C-2 (General Commercial) zoning district permitted within Parcels C and D of the development. For areas outside of Parcel D and Parcel C not abutting Van Buren Street shall use the use list under "***Permitted Uses for the entire project***".

It is not the intent of this PAD to allow all types of C-2 (General Commercial) uses within Parcels C and D of the development. The intent is to address on a limited basis the needs of the surrounding area by providing goods and services generally described as convenience goods and services. The permitted uses within Parcel C and D are intended for smaller scale uses from restaurants, retail commercial, personal services, business services, and professional and administrative offices. Large retail such as big box or grocery stores are excluded.

Permitted Uses for the entire project

- 1) Offices for professional, administrative, clerical, financial, medical, sales or other business services with assembly, distribution of parts, supplies or products related to the office or business service.
- 2) Research Laboratories.

- 3) Medical, dental, scientific, research laboratories, including incidental product development.
- 4) Medical, dental offices, and clinics.
- 5) Pharmacy.
- 6) Commercial, trade, and business schools.
- 7) Restaurants within a multi-tenant building and not greater than 7,500 square feet in size.
- 8) Hotels and Motels with possible restaurant.
- 9) Wholesaling.
- 10) Manufacturing or assembly of finished products with distribution of parts, supplies or products related to the business so long as the primary use of the property does not include the basic processing and compounding of raw materials or food products.
- 11) Residential design center for new home construction and remodeling.
- 12) Plumbing, heating and air-conditioning, and appliance sales and service.
- 13) Retail commercial operations directly related to the primary use, provided it does not exceed 25 percent of the gross floor area of the primary use.
- 14) Incidental commercial custom cabinets, custom materials for homes or offices such as countertops/floors/ceilings/walls, custom windows or doors, custom or specialized electronics for home or office, and custom furniture for home or office.
- 15) Warehousing/distribution.
- 16) Hospital and emergency care center.
- 17) Cellular facilities ancillary to an allowed use screened from view from off-site.

Permitted Uses restricted to Parcels C and D (these uses are limited to Parcel D and Parcel C directly abutting Van Buren Street)

- 1) Bank and Financial Institutions including drive-thrus.
- 2) Gas Service station with Retail Gasoline Sales, Convenience Store, and Carwash.
- 3) Dry Cleaning and Laundry Establishment.

- 4) Employment Agencies excluding day labor centers.
- 5) Copy, Shipping Center.
- 6) General Retail with no single user to exceed 20,000 square feet in building size.
- 7) Restaurants without a drive-thru.
- 8) Dancing, Theatrical or Music Studio.

Uses Permitted Subject to a Conditional Use Permit for the entire project

- 1) Transmitting and Receiving Towers
- 2) Cellular Towers.
- 3) Daycare and nursery schools.
- 4) Comprehensive childcare facility.
- 5) Athletic clubs and health clubs.
- 6) Radio and television studios with receiving and transmitting facilities.
- 7) Churches, Synagogues, Places of Worship.
- 8) Indoor recreation including indoor baseball/batting cage, ice skating arena, bowling alleys, gymnasiums, gymnastic clubs, indoor swimming pools, and similar uses.
- 9) Automobile engine repair, body repair, upholstery, painting facilities and similar uses.
- 10) Mini-storage within enclosed building with no exterior storage.
- 11) Restaurants with drive-thru.

Prohibited Uses

- 1) Any use not specified herein shall be prohibited.

Circulation

The PAD Plan is designed to continue the perimeter and internal collector street system approved for the adjacent commerce park to the west. Existing public street access to the site exists from Van Buren Street, Roosevelt Street and 101st Avenue. Perimeter street improvements for each phase of the project include half-street improvements along Van Buren Street, Roosevelt Street, 101st Avenue, 103rd Avenue and full street improvements along Pierce Street. Where no street improvements presently exist, pavement will be required to be constructed 4' over the centerline. Pierce Street will continue from the commerce park to the west and allows future connection to 101st Avenue. The streets will provide easy local north-south and east-west access to the site and provide excellent access and marketing windows with high visibility to the planned employment users. The right-of-way for streets shall be dedicated through a final plat.

The need for other internal streets will be dependent on the location and layout of end users. Entry drive locations and pedestrian connections will also be identified during the site plan review process.

Landscape Plan

The landscaping will enhance the project and set the tone for a unified development. A Landscape Plan shall be submitted for review and approval in conjunction with each Phase's Final Development Plan.

At least 50% of all frontage landscaped areas shall be covered by living plant material characterized by horizontal growth which generally does not exceed 18 inches in height. The maintenance of the perimeter landscape areas will be the responsibility of the property owners as stated on the final plat.

The parking lot and screen walls for the project will undulate a minimum of three feet every 150 feet of wall length to create variety and depth along street frontages. The design, materials and colors of the screen walls will compliment the project architecture.

Each individual site's landscaping will reinforce the overall landscaping theme of the project. This will be accomplished through full landscaping of front and side yards including retention basins, foundation plantings and following the landscape palette provided in the PAD.

Development Standards

- The development standards from the Commerce Park (CP) Zoning District identified in the Zoning Ordinance shall apply to all Parcels except as modified by this PAD.

Property Development Standards

Parcel	Maximum Building Height *	Maximum Building Coverage	Minimum Front Yard Setback	Minimum Rear Yard Setback	Minimum Street Side Setbacks
A	56'4-Stories	50%	25'	12'	25'
B	56'4-Stories	50%	25'	12'	25'
C	56'4-Stories	50%	25'	12'	25'
D	56'4-Stories	50%	25'	12'	25'

- * Building Height – The Maximum Building Height for retail uses shall not exceed 35-feet or 2-stories. For all other uses, the Maximum Building Height shall not exceed 56-feet or 4-stories subject to meeting four of the following criteria:
 - The project supports the Boulevard streetscape concept and provides street and landscaping improvements which exceed the minimum requirements.
 - The project provides a mix of land uses which may, in addition to office, include retail, hotel, and entertainment uses.
 - The project exhibits extraordinary architectural design quality.
 - The project provides a daycare or preschool facility primarily for employees.
 - The project provides and incorporates public art into the site.
 - The project provides cultural amenities such as libraries, museums, art galleries either on or off-site.
 - The project is “pedestrian-friendly,” providing for ease of pedestrian movement, unique pedestrian environments, or distinctive pedestrian gathering places.
 - The project goes to extraordinary efforts to mitigate the impact of parking on the visual environment by use of structured or underground garages or exceptional landscaping treatment.
 - The project provides unique transit stops within or adjacent to the site.

An additional 2-stories or 28-feet, for a total maximum building height of 6-stories or 84-feet is allowed for all uses with the exception of retail provided the following additional criteria are met:

1. The additional height is needed to further the City’s strategic plan for economic development;
 2. Buildings will exhibit superior design features that are appropriate for a community landmark;
 3. The additional height will not result in incompatible land use relationships; and
 4. The additional height will not adversely affect the future development or ongoing vitality of the City Center Area along Avondale Boulevard.
- Landscaping in the PAD shall comply with the landscaping requirements identified in the Zoning Ordinance except as modified by this PAD. All development in the project shall comply with screening standards identified in the Zoning Ordinance except as modified by this PAD.

- The overall development shall provide enhanced landscaping in quality and quantity. The overall development shall provide shaded pedestrian oriented travelways and refuge areas, and shall provide enhanced development entryway.
- All development shall comply with the parking requirements, schedule and parking space standards identified in the Zoning Ordinance.
- Appropriate street dedications shall be dedicated at the time final plat approvals.
- Driveway entrances to lots along the frontage of Van Buren Street shall be shared with the adjacent lot when possible to limit the number of curb cuts along Van Buren Street. The lots with Van Buren Street frontage shall provide cross-access easements with adjacent lots. Lots throughout the project shall provide shared access with cross-access easements along all streets where feasible. The final locations of driveways and cross-access easements shall be determined in conjunction with Phase approvals.
- Exterior pole mounted lighting shall be consistent throughout the project area and comply with Zoning Ordinance requirements. The typical lighting will be established with the first Final Development Plan and be utilized throughout the project. The lighting shall be fully shielded, directed down, and have a maximum 1-foot candle at the property line.
- In the event where the text of the Zoning Ordinance and the PAD differ, the PAD shall prevail.

Design Criteria

The architectural theme shall be established for each phase through review and approval of the Final Development Plan. Building design, materials and colors approved in the Final Development Plan shall conform to the requirements provided herein by this PAD General Development Plan and by the Zoning Ordinance. The provisions of this section seek to create an attractive, high quality mixture of architectural styles with emphasis on a mixed-use office and commerce park appearance. The design of each building within the overall development will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose.

Architecture

Buildings within the PAD shall be consistent with the following architectural elements.

- For all buildings at least three of these elements shall repeat horizontally. Buildings with facades greater than 100 feet in length shall include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:
 - Color change. Recognizable, but not strongly contrasting.

- Texture change.
 - Material change.
 - Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
 - Wall plane projections or recesses.
- Variations in rooflines or parapets shall be used to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.
 - Service and exit doors shall be integrated into the architecture of the elevation. Service and exit doors and mechanical equipment shall be screened from public view through landscaping and/or other materials to form an opaque screen or a decorative screen wall which matches the building architecture and materials and color.
 - Reduction of building mass shall be achieved by using at least four of the following techniques:
 - Variation in the rooflines and form.
 - Use of ground level arcades and covered areas.
 - Use of protected and recessed entries.
 - Use of vertical elements on or in front of expansive blank walls.
 - Use of pronounced wall plane offsets and projections.
 - Use of focal points and vertical accents.
 - Inclusion of windows on elevations facing streets and pedestrian areas.
 - Retaining a clear distinction between roof, body and base of a building.
 - Roof lines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PAD. Building design shall complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.
 - All buildings shall have clearly defined customer entrances incorporating elements such as:
 - Canopies or porticos.
 - Overhangs.
 - Recesses/projections.
 - Arcades.
 - Raised corniced parapets over the door.
 - Peaked roof forms.
 - Arches.
 - Entrance framed by outdoor pedestrian features or enhanced landscaping.
 - Architectural details such as tile work and moldings integrated into the building structure to frame the entryway.

- Service entries, site-mounted equipment, trash containers and other ancillary structures shall be screened from public view.
- All buildings shall be designed, constructed so that all four sides of a building shall receive consistent architectural treatment.
- Any accessory buildings, enclosures, carports, covered parking structures and equipment, whether attached or detached from the principal building shall be of similar compatible design and materials as the principal building.
- The design of service and loading areas shall be designed as an integral part of the building architecture.
- Any roof access ladders shall be located inside the building.
- All roof drainage shall be internal.

Building Materials

Buildings within the PAD shall be consistent with the following building materials.

- Primary building materials shall include: common clay brick; poured in place, tilt-up or pre-cast concrete provided that surfaces include scoring, texture or have a painted finish; textured concrete or panels; stucco or EIFS (exterior insulated finish systems) type systems provided that finishes must be smooth or sand finish; integrally colored painted or stained concrete block with smooth face and/or split-face block units; or other similar materials.
- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the design such as: additional color and texture, bays, windows, notched parapets, canopies, reveals, building wall undulation, corner windows, additional materials etc.
- Accent materials may include: granite, marble, natural stone, block, brick, ceramic tile, treated wood in conformance with the requirements of Prohibited Materials Section as listed under the Architectural Guidelines, or other similar materials.
- Roofs may be flat with parapet walls, sloped with concrete tile, standing metal seam, spanish or mission-type barrel roof tile, or equivalent architectural materials.

Color Palette

The following color palette is provided for the buildings within the project.

- A detailed color and materials palette will be reviewed and approved with each site plan.
- Colors and materials should be used to create visual harmony within the PAD. The approved colors are as follows:

- Primary building colors shall be desert hues and other “earth tones” muted shades of blues, greens and reds found in the natural desert, and colors appearing in natural stone.
- Accent colors on buildings shall complement the primary building colors and include combinations of desert hues, earth tones, muted shades of greens, reds and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents on buildings as approved in the site plan review process.

Prohibited Materials and Color Palette

The following materials are prohibited for the buildings within the project.

- Wood, except for limited amounts of trim.
- Corrugated metal and pre-engineered metal-sided buildings.
- Bright colors such as orange, red, blue, green, yellow, purple and similar colors, as a primary color on a building.

Signage

Signage for the PAD should be designed to enhance the identity of the overall development and the individual businesses within. A Master Sign Package shall be submitted for review and approval with the Final Development Plan for each Phase.

- Freestanding Monument Signs:
 - One (1) multi-tenant sign shall be permitted on each street frontage except as follows:
 - A. Two (2) signs shall be permitted on any street frontage with a length of eight hundred (800) feet or more. The minimum distance between signs on the same street shall be three-hundred thirty (330) feet.
 - The maximum height of the sign shall not exceed twelve (12) feet. Two (2) additional feet may be used for architectural embellishments exclusive of signage.
 - The maximum sign area shall be eighty (80) square feet.
 - The name and address of the office complex, business park, shopping center shall be included on the sign.
 - The number of tenants identified on each sign shall be limited to ten (10).
 - The monument signs shall be consistent with the architectural character of the project.

- Other freestanding development/project identification signs which only identify the name of the development/project shall be permitted and will be requested through the Master Sign Package approval. The maximum height of such signs will be six feet and maximum area of 24 square feet.
- Building Signage:
 - Signage shall be systematically located and styled to support the architectural design of the each site.
 - Single-tenant building signage:
 - One square foot of signage for each linear foot of street frontage up to a maximum 60 square feet of signage on each street frontage not to exceed an aggregate of 150 square feet of building signage shall be allowed.
 - Sign placement shall occur below the edge of the roof.
 - Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.
 - Multi-tenant building signage:
 - One square foot of signage for each linear foot of the suites street frontage with a maximum of 32 square feet of signage per suite shall be allowed.
 - Sign placement shall occur below the edge of the roof.
 - Signs will be mounted above each respective suite, placed consistently along the building face, and located to conform to the requirements of the Master Signage Program.
 - Lettering shall be either reverse pan channel letters or mounted on individual signage cabinets conforming to the requirements of the Master Signage Program.

Grading and Drainage

The PAD site slopes from northeast to southwest. On-site retention basins will be designed and constructed as part of the development of each user as approved during the site plan review process. Any catch basins, scuppers, and permanent/temporary basins need to take run off for perimeter ½ street are to be constructed at the same time as the perimeter roads.

Public Utilities and Services

The following identifies the providers of utilities and public services:

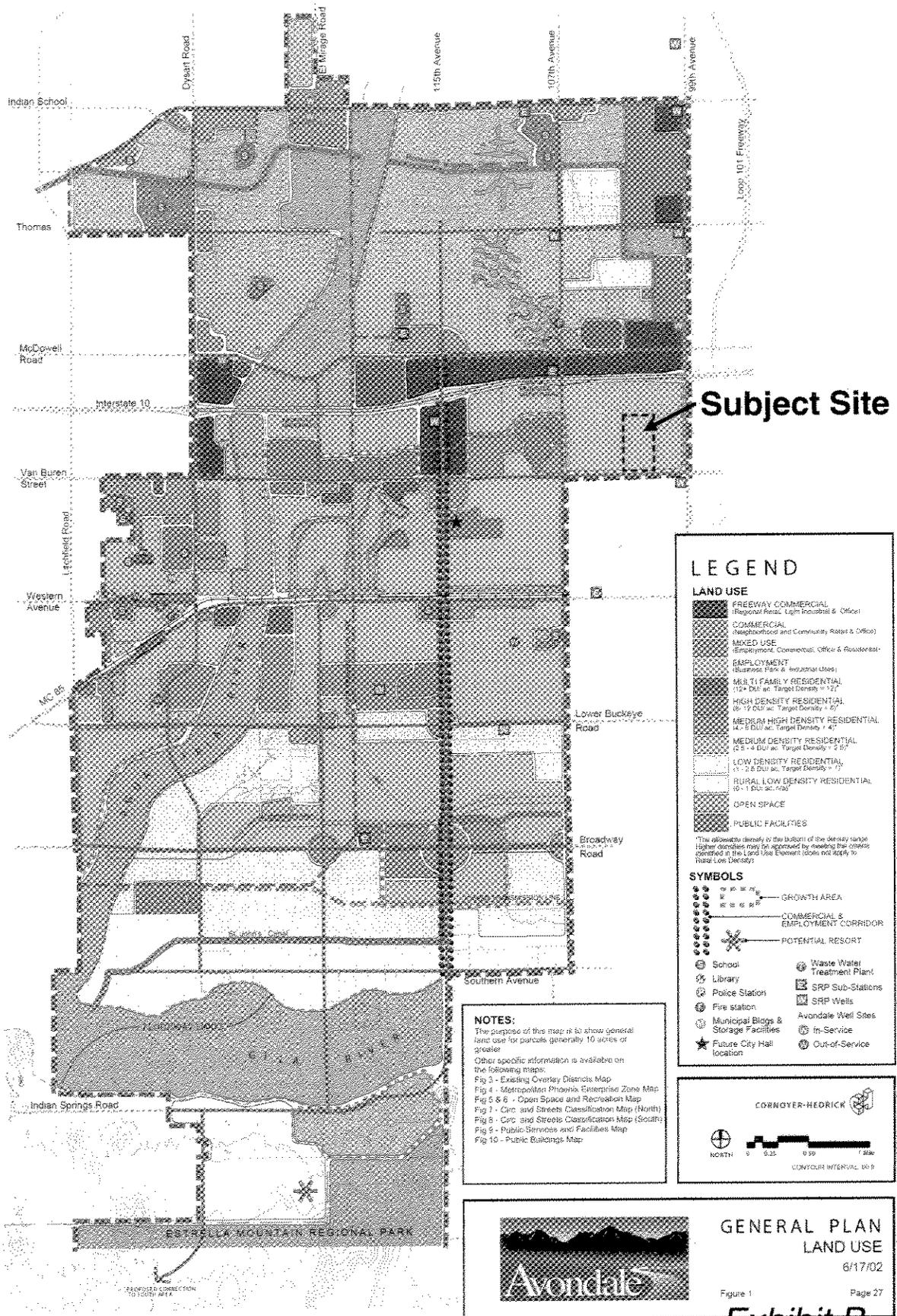
Sewer	City of Avondale
Water.....	City of Avondale
Electricity.....	Salt River Project (SRP)
Telephone.....	Local Provider
Cable TV.....	Local Provider
Gas	Local Provider
Refuse	City of Avondale or Private
Fire and Emergency	City of Avondale
Police	City of Avondale

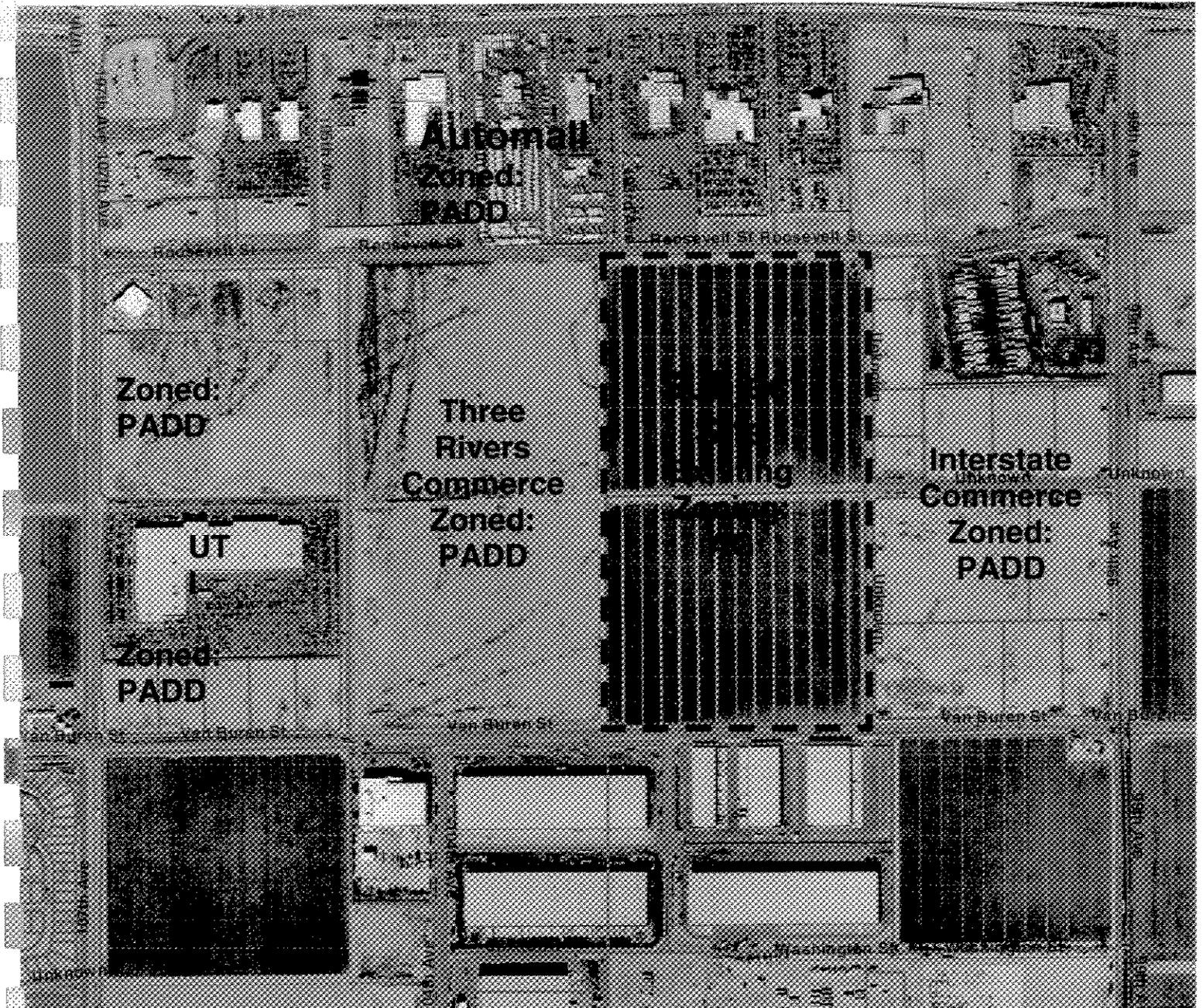
Phasing

The PAD will be developed in phases as determined by market demand. Adjacent perimeter streets including streets and landscaping will be determined at the time of Master Site Plan. Approval of a Master Site Plan for each phase shall be required prior to Final Site plan approval. Staff shall approve Final Site Plans administratively provided that they conform to the approved PAD and approved Master Site Plan. Water and Sewer improvements shall be determined at the time of site plan approval.

O:\INDEX\Bell101 & Van Buren\Docs\PAD Narrative REVISED 2.1.08 (5th Submittal)\FINAL.doc







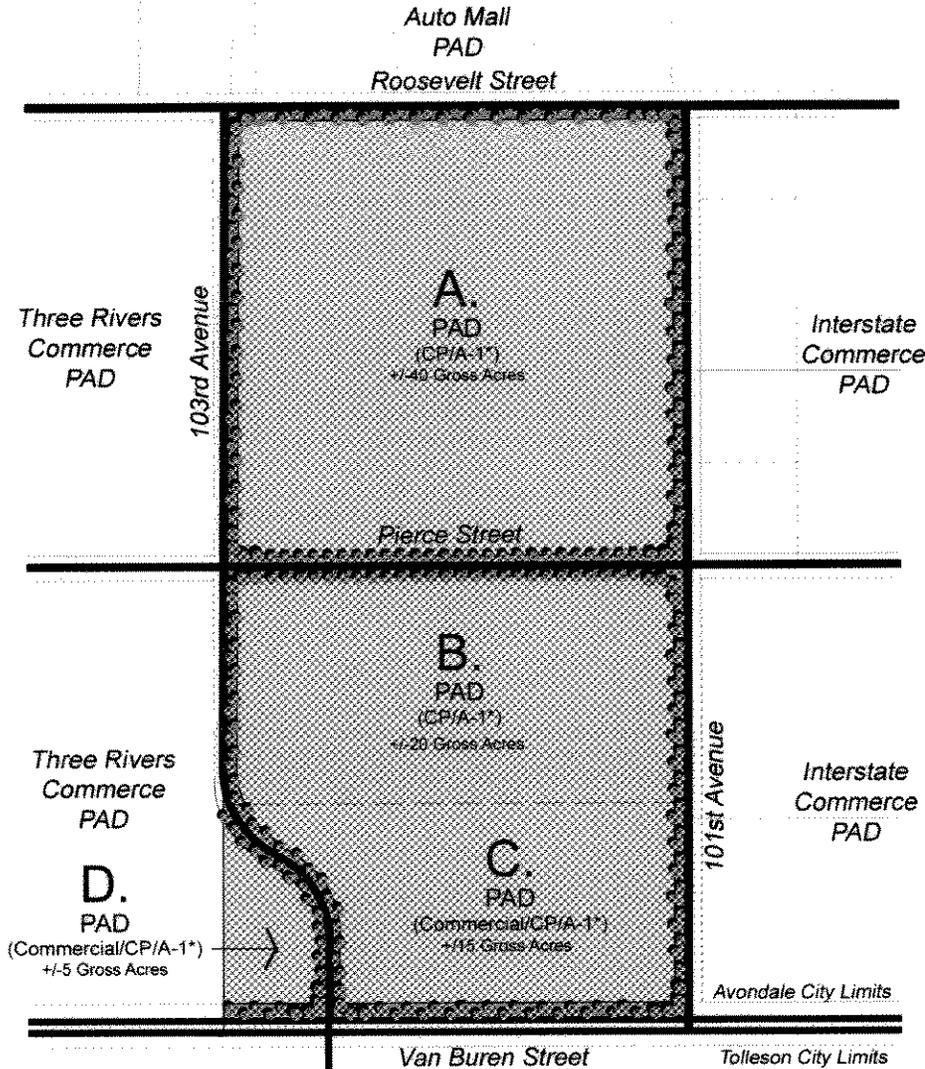
NORTH

Existing Zoning
 NWC 101st Avenue and Van Buren Street

Proposed PAD for:

Avondale Commerce Park

Avondale, Arizona

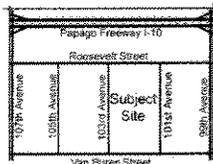


Conceptual Plan Data:

Parcel:	Land Use District:	Parcel Size:
A.	(CP/A-1*)	40 Gross Acres
B.	(CP/A-1*)	20 Gross Acres
C.	(C-2/CP/A-1*)	15 Gross Acres
D.	(C-2/CP/A-1*)	5 Gross Acres
Total:		80 Gross Acres

Owner:
16150 Pioneer & Van Buren, L.L.C.
101st Avenue & Roosevelt, L.L.C.
5051 N. 51st Street, Suite 105
Scottsdale, AZ 85250
Phone: 480-442-3162
Applicant/Design Representative:
Earl Curley & Legarde, P.C.
2101 N. Central Avenue, Suite 1000
Phoenix, AZ 85007
Phone: 602-265-0094
Prepared By:
Dillon Starko (Design, Inc.)
P.O. Box 24581
Tempe, AZ 85285
Phone: 480-227-0206

Vicinity Map:



- Notes:
- 1.* See Land Use Section of this Document for Specific Land Uses.
 2. All Calculations are Approximate.
 3. Gross Acres includes Existing Van Buren St. 33' R.O.W.
 4. 103rd Avenue Alignment shown is Conceptual and Subject to Modification/Relocation.
 5. Permitted uses for Parcel C are limited to buildings that are directly adjacent to Van Buren Street.
 6. For Areas outside of Parcel D and Parcel C not abutting Van Buren Street shall use the Use List under "Permitted Uses for the Entire Project".

Not to Scale
Date: February 7, 2008



Minutes of the Regular Meeting held April 2, 2012 at 7:00 p.m. in the Council Chambers.

MEMBERS PRESENT

Mayor Lopez Rogers and Council Members

Stephanie Karlin, Vice Mayor
Jim Buster
Jim McDonald
Frank Scott
Charles Vierhout
Ken Weise

ALSO PRESENT

Charlie McClendon, City Manager
David Fitzhugh, Assistant City Manager
Rogene Hill, Assistant City Manager
Eric Morgan, Planner II
Stacy Bridge-Denzak, Development Services
Andrew McGuire, City Attorney
Carmen Martinez, City Clerk

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

Carmen Martinez, City Clerk, read a statement of participation regarding public appearances.

2 CITY MANAGER'S REPORT

a. NEW EMPLOYEE INTRODUCTION - JANICE SIMPSON, GRANTS ADMINISTRATOR

Assistant City Manager Rogene Hill introduced Janice Simpson, the City's new Grants Administrator and reviewed Ms. Simpson's qualifications. Mayor Rogers welcomed Ms. Simpson to Avondale.

3 UNSCHEDULED PUBLIC APPEARANCES

There were no requests to speak.

4 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of March 19, 2012
2. Regular Meeting of March 19, 2012

b. SPECIAL EVENT LIQUOR LICENSES - RACEWAY ELKS - INAUGURATION BALL CHARITABLE FUNDRAISER

A special event liquor license application from Mr. William Veith on behalf of the Raceway Elks #2852 for their Inauguration Officers Ball Fundraiser to be held on Saturday, April 14 from 5 to 11 pm at the Masonic Temple located at 1015 North 8th Street in Avondale.

c. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

A request to approve an amendment to the professional services agreement with Stanley Convergent Security Solutions, Inc. for security access control and monitoring system services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

d. FIRST AMENDMENT TO SOFTWARE PURCHASE AND MAINTENANCE AGREEMENT - EXPRESS DIGITAL SOLUTIONS, LLC

A request to approve the first amendment to the Software Purchase and Maintenance Agreement with Express Digital Solutions, LLC for scanning software licenses and maintenance and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

e. PROFESSIONAL SERVICES AGREEMENT - W. W. WILLIAMS

A request to approve a Professional Services Agreement with W. W. Williams Southwest, Inc. for fire apparatus maintenance in an initial amount of \$150,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

f. CONSTRUCTION CONTRACT AWARD - TALIS CONSTRUCTION FOR WESTERN AVENUE DRAINAGE AND WATERLINE IMPROVEMENTS

A request to award a construction contract to Talis Construction to provide construction services for the Western Avenue Drainage and Waterline Improvements project in the amount of \$740,354.75, authorize the transfer of \$282,354.75 from CIP Street Fund Line Item 304-1273-00-8420 to CIP Street Fund Line Item 304-1293-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. RESOLUTION 3037-412 - INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT FOR SRO PROGRAM

A resolution authorizing an Intergovernmental Agreement with the Tolleson Union High School District to share the cost of providing School Resource Officers during the 2011/2012 school year at Westview High School and La Joya High School for a total cost to the City of \$85,335 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

h. ORDINANCE 1490-412 - ACQUISITION OF RIGHT-OF-WAY AND WETLAND ACCESS PARCELS

An ordinance authorizing the acquisition by condemnation of property north of McDowell Road west of 107th Avenue for right-of-way, easements and wetlands access and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

i. ORDINANCE 1491-412 - ACCEPTANCE OF CONVEYANCE OF WETLANDS ACCESS PARCELS

An ordinance accepting the conveyance of property south of Thomas Road east of Crystal Gardens Parkway for easements and wetlands access and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

Council Member Scott expressed appreciation to Chief Adams and Chief Ellsworth for making ensuring that the equipment is kept in top shape.

Vice Mayor Karlin moved to approve the consent agenda as presented including Resolution 3037-412 and Ordinances 1490-412 and 1491-412. Council Member Vierhout seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Aye
Council Member Scott	Aye
Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried unanimously.

5 PUBLIC HEARING – ZONING EXTENSION FOR AVONDALE COMMERCE PARK PAD, ALTERNATIVELY ORDINANCE 1492-412 - ZONING REVERSION

A public hearing and a request by Mr. Michael J. Curley of Earl, Curley, and Lagarde, P.C., for a one-year extension of Planned Area Development zoning for Avondale Commerce Park, located on approximately 80 acres of land at the northeast corner of 103rd Avenue and Van Buren Street. Alternatively, the Council will consider an ordinance reverting the zoning of the property back to Agricultural.

Eric Morgan, Planner II, reviewed the particulars of this item as more specifically described in the Council report. Mr. Morgan indicated staff is recommending approval of the application subject to one condition:

1. The property shall be subject to the Public Art Ordinance 1324-808

Council Member Buster asked what is Mr. Earl's predictions for market conditions in the next few years. Mr. Earl replied on behalf of the applicant indicating this project is located on a strategic location and are very positive about the outlook for the coming year.

Mayor Rogers opened the public hearing. There being no requests to speak Mayor Rogers closed the public hearing.

Vice Mayor Karlin moved to approve application PL-12-0043, a request for a one-year extension of PAD zoning for Avondale Commerce Park to expire April 16, 2013, subject to one recommended condition of approval. Council Member Vierhout seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Aye
Council Member Scott	Aye

Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried unanimously.

6 PUBLIC HEARING AND ORDINANCE 1493-412 – ZONING REVERSION FOR FLEMING FARMS COMMERCIAL FROM PAD TO AG FOR AN EXPIRED PAD

A public hearing and a request by the City of Avondale Zoning Administrator to revert the Planned Area Development zoning of the approximately 19.44 acre commercial portion of Fleming Farms, which expired September 5, 2011, to its previous zoning classification of Agricultural.

Eric Morgan, Planner II, reviewed the particulars of this item as more specifically described in the Council report. He explained the request for reversion is only for the commercial portion of the project as the residential portion has been vested as it was platted prior to the downturn in the market conditions. Staff's efforts to contact the applicant have not been successful.

Mr. Morgan indicated staff is recommending adoption of the ordinance reverting the zoning of the commercial portion of the Fleming Farms Planned Area Development to its previous zoning classification of Agricultural (AG).

Mayor Rogers opened the public hearing. There being no requests to speak Mayor Rogers closed the public hearing.

Vice Mayor Karlin moved to adopt Ordinance 1493-412 approving application PL-11-0199 reverting the zoning of Fleming Farms Commercial from Planned Area Development to its previous zoning classification of Agricultural. Council Member Vierhout seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Aye
Council Member Scott	Aye
Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried unanimously.

7 PUBLIC HEARING AND RESOLUTION 3036-412 - GENERAL PLAN 2030 (GP-09-1)

A public hearing and a Resolution 3036-412, adopting the City of Avondale General Plan 2030 and referring the same to the qualified electors for ratification.

Stacy Bridge-Denzak reviewed some of the highlights of this item. She reviewed the public participation that has been followed.

Mayor Rogers commented and complimented staff for their work in this project and their participation in

Vice Mayor Karlin indicated she was impressed by the public outreach and inclusion from representatives of different segments of the community. She added she appreciates inclusion of "quality of life" theme as it helps in the branding for the city and encourages investment in the community.

In response to a question from Council Member Vierhout, Ms Bridge-Denzak explained the process for each a minor and a major general plan amendment. City Attorney added that a major general plan amendment can only be considered by the Council once a year. Council Member Vierhout commented that there are portions of the plan which appear to be incomplete such as a community college without student housing or roads that dead end. In response to a subsequent question from Council Member Vierhout, City Manager Charlie McClendon indicated that the cost of the application to amend the general plan is based on the size of the proposed amendment, and added he would provide Council Member Vierhout with a fee schedule.

Council Member McDonald commented that the General Plan incorporates everything that has been done in the last few years and is a balance that should help the Council plan for the future.

Ms. Heidi Short representing the Lakin family. Appreciates staff's time but does not agree with the current draft, specifically as it applies to the Lakin property. She indicated she looks forward to continue to work with Council and staff to create a development that the City and the Lakin family can be proud of.

Council Member Buster asked Ms. Short regarding her projections for development. Ms Short responded that an educated guess would be about five years out. Council Member Buster indicated that the Lakin property is very important for the City's future.

Ed Bull spoke on behalf of the owners of the corner of 99th avenue and Indian School Road indicated he is happy with the draft of the General Plan.

Dean Brennan indicated he represents the Arizona Chapter of American Planners Association and the Livable Communities Coalition. From the standpoint of the AZ APA, he congratulated staff for their work in preparing the plan. He commented staff did an excellent job in outreach and public participation which showed a high level of commitment on behalf of the staff. He indicated the vision statement represents what staff heard from the community. The healthy lifestyle initiative was part of the plan before the Livable Communities Coalition got involved. He indicated this is an important component for both

current and future residents and looks forward to Avondale being called the healthiest city in Arizona.

Mayor Rogers closed the public hearing. She commented that the Lakin family has been a wonderful neighbor and an important part of Avondale for many years and staff will continue to work with them. She agreed with speakers and commended staff once again for their work on this.

Mayor Rogers opened the public hearing.

Vice Mayor Karlin moved to adopt Resolution 3036-412 approving the General Plan 2030, a comprehensive update of Avondale's 2002 General Plan and referring it to the qualified electors for ratification. Council Member Weise seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Abstain
Council Member Scott	Aye
Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried 6-0.

8 EXECUTIVE SESSION

An executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Manager's annual evaluation.

Vice Mayor Karlin moved to adjourn into executive session; Council Member Weise seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Aye
Council Member Scott	Aye
Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried unanimously.

9 ADJOURNMENT

There being no further business before the Council, Council Member Buster moved to adjourn the meeting; Council Member Vierhout seconded the motion.

Meeting adjourned at 9:01p.m.



Mayor Lopez-Rogers



Carmen Martinez, CMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 2nd day of April 2012. I further certify that the meeting was duly called and held and that the quorum was present.



City Clerk

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Telephone (602) 265-0094
Fax (602) 265-2195
www.ecllaw.com

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

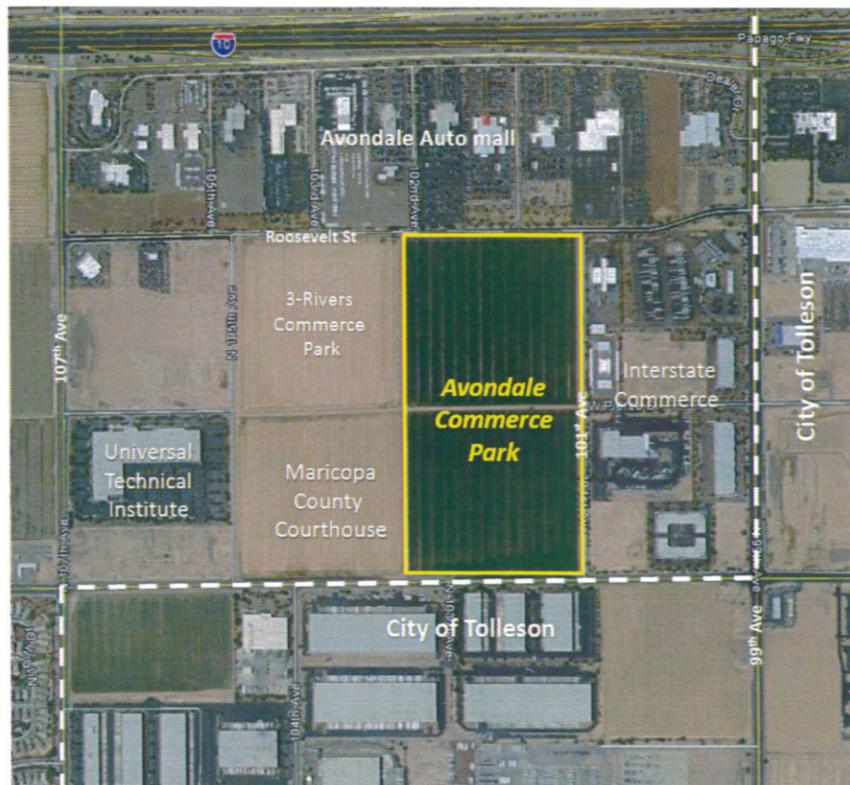
March 27, 2013

Mayor Marie Lopez Rogers
and Members of the City Council
City of Avondale
11465 Civic Center Drive
Avondale, AZ 85323

RE: Avondale Commerce Park (Case Z-07-7)
NWC of 101st Avenue & Van Buren Street
PAD Extension

Dear Mayor Lopez Rogers and Members of the City Council:

Our law firm represents 101st & Roosevelt Partners, LLP and 101st & Van Buren Partners, LLP, the owners of the 80 acre site located on NWC of 101st Avenue & Van Buren Street (see aerial). The property is zoned PAD for employment related uses. We are writing this letter to request a time extension for the approved PAD zoning. The owners of the property wish to apply for the one (1) additional year PAD Time extension.



Background

The Avondale Commerce Park is an 80 acre rectangular shaped property located at the northwest corner of 101st Avenue and Van Buren Street. The approved PAD is consistent with the City's General Plan and the Freeway Corridor Specific Plan. The property is south of the Avondale Auto Mall and is bordered on the south by the City of Tolleson. The property has remained under the same ownership for approximately 8 years.

The approved PAD zoning at this location will accommodate the development of commerce/office park, support retail services for the project and area, warehousing and certain light industrial uses such as manufacturing, assembly and subassembly uses which operate in an enclosed, clean, quiet and safe manner to create a comprehensively planned and attractive development.

The approved PAD is **consistent** with the adopted **General Plan Land Use Map**, and will complement the adjacent existing land uses including the Avondale Auto Mall, UTI, Cummins and Warehouse/Distribution facilities in the surrounding area. The **site enjoys excellent** regional access due to its geographic location to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway (Loop 101). The site is approximately 1,100-feet south of the I-10 Freeway that connects Phoenix to Los Angeles. **There are two I-10 freeway interchanges within one mile of the site. The Loop 101 is approximately one mile east of the site and has a full stack interchange with I-10. The Loop 101 connects I-10 to Interstate-17** by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Loop 101 greatly expands the site's employment shed and market area in terms of available labor supply, access to major markets, and business linkages.

My firm was involved in the original rezoning case and can therefore state that we negotiated, drafted and redrafted this PAD after months and months of discussions with Staff to incorporate scores of suggestions and recommendations made by Staff. All of these suggestions were added to ensure that the PAD was consistent with the City's vision for properties that lie within the Freeway Corridor and employment corridor. On April 2, 2012, the City Council approved the 2nd request to extend the PAD (Planned Area Development) zoning for this site. The proposed time extension for this site does not change the overall intent of the approved Avondale Commerce Park zoning for this commerce/employment project.

Details of Request

Given the severity of the current recession (both locally and nationally-which most experts agree has been the worst recession in the last 50-years), the owners are merely seeking a 3rd one-year extension of the PAD approval time limit as specifically set forth in the Zoning Ordinance, Section 601.D.5. This extension will allow the zoning to remain on the property and allow this project to move forward as the market continues to recover over the next years.

According to Jones Lang LaSalle, the market conditions for the Phoenix industrial market ended on a high note in 2012 as the fourth quarter saw another quarter of sizable occupancy gains. **2.52 million square feet was absorbed in 4th quarter 2012:** the highest on a quarterly basis recorded for 2012. **The vacancy rate has continued to drop and now rests at 10.8%,** 30 basis point below third quarter's 11.1% and the lowest since 2008. **The good news is that after several years of inactivity, there is now considerable activity from specific users** who are looking to locate along the Valley's freeway corridor system. Should the next few quarters see similar occupancy gains, experts expect the market to see single-digit overall vacancy. An extension of one year is essential for this property to have the opportunity to be developed in the manner originally envisioned when the PAD was approved.

Marketing Efforts

My client hired Jones Lang LaSalle (JLL) to market the property over the past three and a half years. JLL is a public, global commercial real estate service company with over 45,000 employees worldwide. The Phoenix office has 350 employees and manages over 13MM SF. Their mission remains to expose the subject site to national/global corporate employers and industrial/business property developers.

Arizona continues to attract a lot of attention from out of state users. The pipeline of companies that will be new to Great Phoenix will most likely be from California, especially given less-than-favorable tax and other business costs found there. **JLL is currently tracking ±11MM s.f. of active industrial employers that are** looking for both design build and existing building solutions. Some examples of prospects considering the Southwest Valley include:

1. A Fortune 500 beverage company seeks a ±650,000 s.f. distribution solution by end of 2014;
2. Project Mars seeks 500,000 s.f. distribution space;
3. Undisclosed California employer seeks a 350,000 s.f. manufacturing facility;
4. Project Seattle seeks ±500,000 s.f. e-commerce solution;
5. An undisclosed regional food company seeks a 750,000 square foot, food grade distribution center in the West Valley

JLL has produced marketing materials and has conducted extensive promotional activities associated with this property. Attached you will find the marketing deliverables which have been produced by JLL. This information relates to such site-specific characteristics as zoning, utilities, transportation, demographic, labor and other related information. **This information has been posted on various websites including Costar, LoopNet, GPEC, and JLL.** In addition to Internet postings, **this marketing material is regularly sent out via email every four weeks.** Targeted recipients are industry professionals including:

1. Local, regional, and state economic development professionals
2. Local 3rd party commercial/industrial brokers

3. National 3rd party commercial/industrial brokers
4. Site selection professionals
5. Architects, consultants, and lenders
6. Local/national general contractors
7. Local/national industrial developers and investors
8. National/Global corporate employers
9. Jones Lang LaSalle professionals
10. CSCMP professionals
11. SIOR professionals
12. 3rd Party Logistics users
13. Metro Phoenix qualified employers
14. Foreign Trade Zone candidates
15. Commercial real estate public relations and media contacts

Property Exposure at National Conferences

JLL continues to promote the subject business park by means of personal meetings, canvassing of target industries, phone canvassing, in person canvassing, and Inland Empire canvassing. JLL also leverages industrial real estate stakeholders by attending the following events and promoting the subject site:

- JLL North America Supply Chain Conference, twice a year, +75 professionals
- NAIOP ICON, once a year, +500 professionals
- SIOR Spring Conference, once a year, +700 professionals
- GPEC CBC Meetings / Ambassador events, occurs monthly
- CSCMP Roundtable / board meetings, occurs monthly
- NAIOP events / board meetings, occurs monthly
- SIOR events, occurs monthly

JLL continually educates the above-mentioned stakeholder groups that the City of Avondale is pro-business, flexible in land use consideration and interested in supporting qualified companies who are considering the area and possible Foreign Trade Zone certification.

Demand for Zoned Properties

As previously mentioned, the Valley's Economic Development Directors make three major points regarding the process of luring employers to the Valley. The first is that there are companies looking to locate in the Valley. Secondly, freeway-oriented sites are often the most attractive sites to these users. The last point is that unzoned properties are not even considered by any major employers, corporate headquarters or company relocates. The reasons for this are primarily: 1) because there is **uncertainty related** to the rezoning process; 2) the fact that zoning a property **typically takes approximately six months**; and, 3) **there are several thousands of acres of already-zoned properties in nearby cities.**

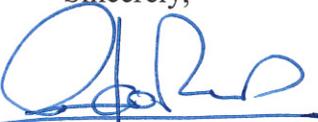
Conclusion

At the time of the original zoning approval, the owners and the City never anticipated the severity of this economic recession. The approved land uses remain valid and appropriate, but more time is needed to allow the Valley's economy to recover and restore viability for this area. There has been considerable investment made by the property owners on architects and engineers to plan out this commerce/employment project.

It is our belief that it is counter-productive for both the City to downzone or revert the PAD zoning on the subject property. We believe that by down-zoning the property, the property will be taken out of the inventory pool of parcels that might be attractive and available to proposed users. The owner has shown a patient and long standing commitment to this site and no opposition to the request has ever been voiced by the area residents. In light of the above, we hope you agree that this 3rd extension is necessary and warranted and in order for the property owner and the City to benefit from a potential new corporate development.

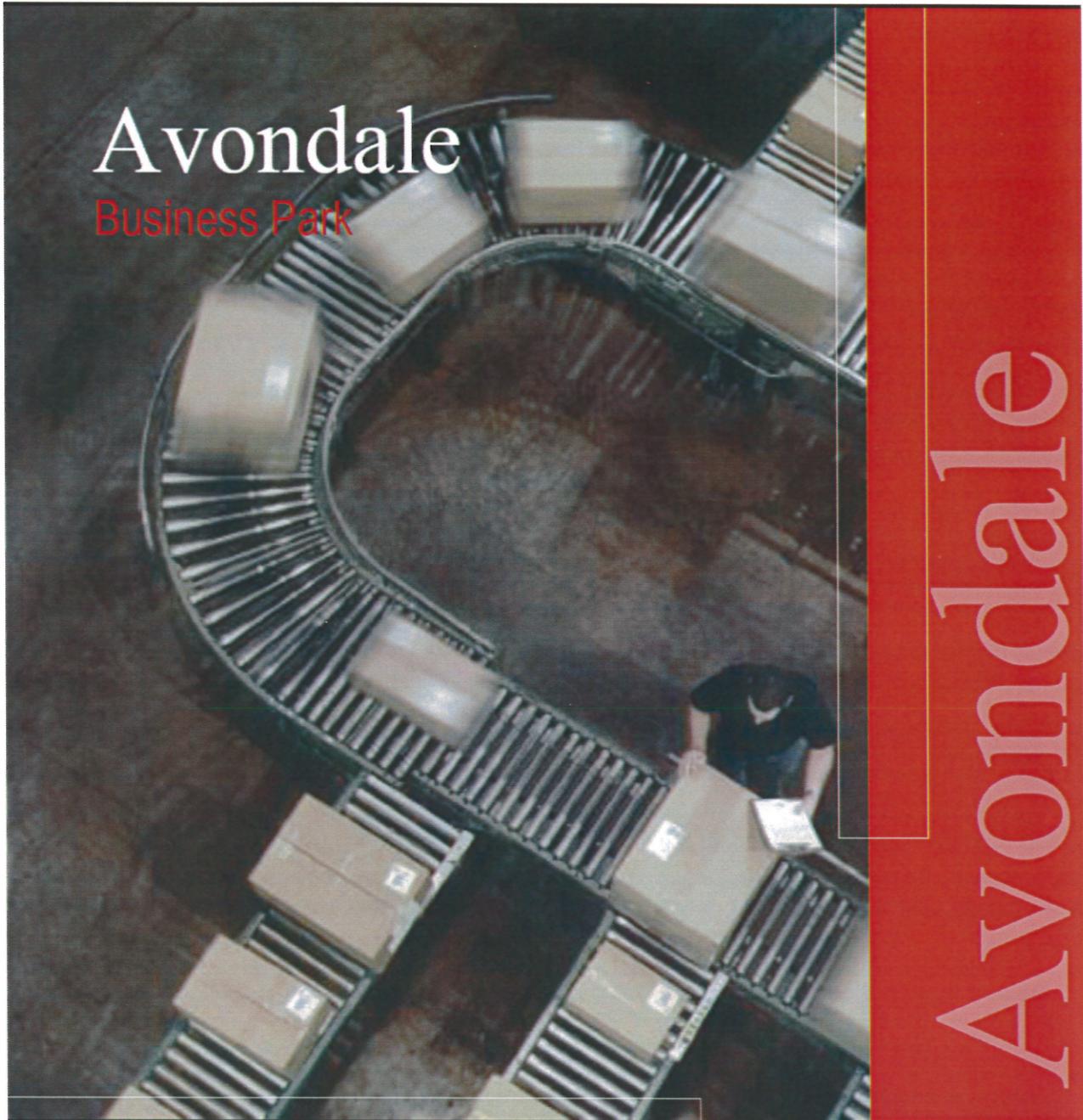
Thank you very much for your time and consideration in this matter.

Sincerely,


FOR Michael J. Curley

MJC/rot

Enclosures: As Stated



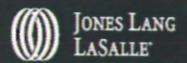
Avondale

Business Park

Avondale

101st Avenue and Van Buren, Avondale, Arizona

For sale



Real value in a changing world

Avondale

Business Park

City of Avondale, facts

- Current population is estimated at 74,000 residents and is projected to rise to 106,000 by 2020
- Located along the Interstate 10 corridor, and just a 15-minute commute from the heart of Phoenix
- Avondale's freeway development sites are premium locations in the metro area for new stores, restaurants, hotels, offices and business parks



GREATER PHOENIX
ECONOMIC COUNCIL



Property features

- ±80 acres, divisible
- APN's: 102-54-001D and 102-54-001E
- Pad Zoning: City of Avondale
- Permitted uses:
Industrial Warehouse/Flex/Manufacturing
- Utilities:

Water: City of Avondale
12" Van Buren Road
12" Roosevelt Parkway
12" 101st Ave

Sewer: City of Avondale
15" Van Buren Road
10" Roosevelt Parkway

Foreign Trade Zone capable

- 75% reduction in real property tax
- 75% reduction in personal property (equipment) tax
- Duty Deferral
- Duty Elimination
- Reduced customs reporting entries

Arizona Incentive Programs

- Commercial & Industrial Solar Energy Program: tax credit equal to 10% of the installed cost of the solar energy device
- Job Training Program: cash assistance up to \$1.5M per business
- Renewable Energy Tax Incentives: property tax reduction of up to 75% for up to 15 years; refundable tax credit up to 10% of the company's investment

101st Avenue and Van Buren, Avondale, Arizona



Real value in a changing world

Premier industrial opportunity



Two-day delivery area

One-day delivery area

Western U.S. drive times

QR Code: SCAN THIS QR CODE TO FIND OUT MORE ABOUT JONES LANG LASALLE, PHOENIX

Avondale BusinessPark

For additional information:

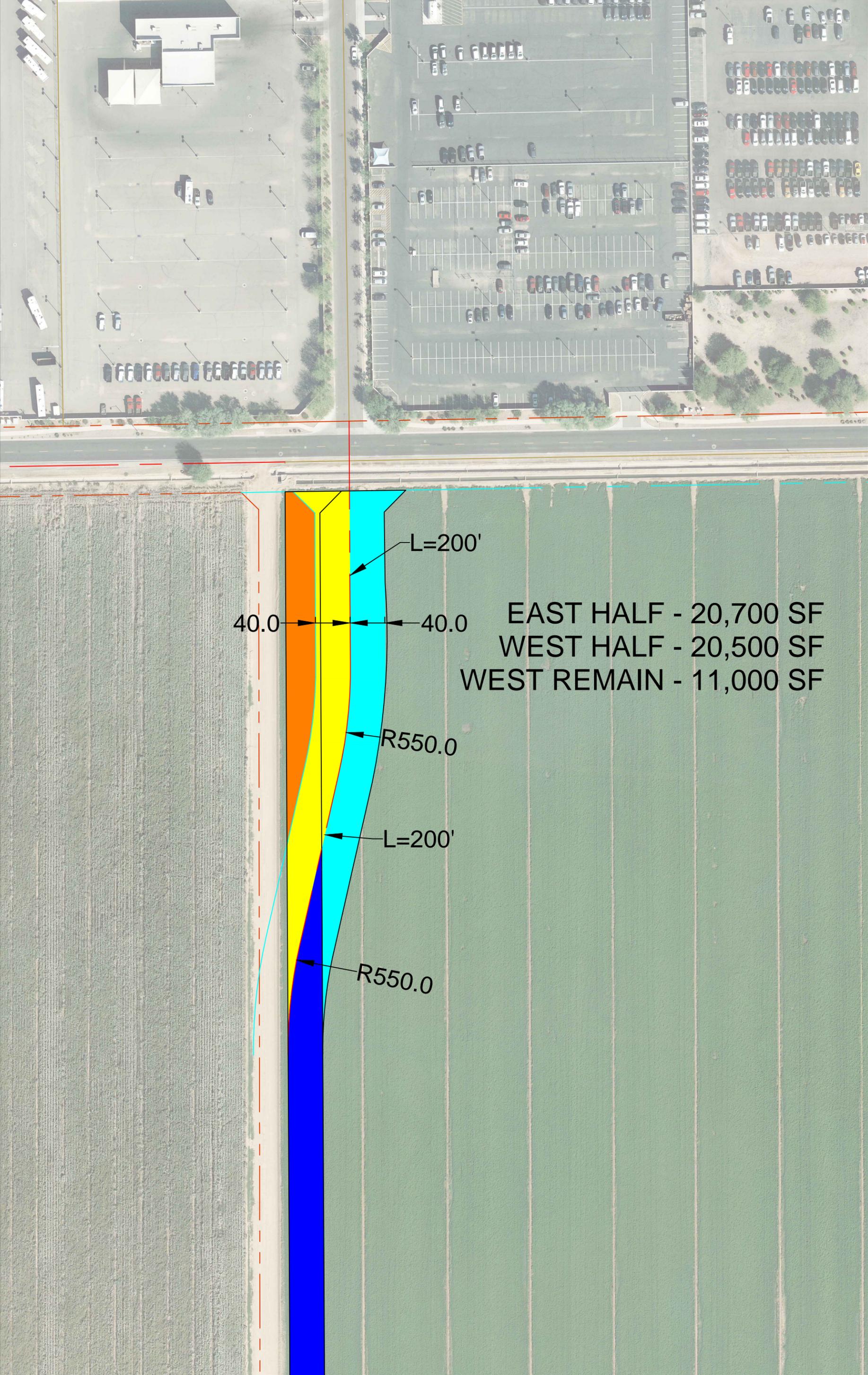
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L=200'

40.0

40.0

EAST HALF - 20,700 SF
WEST HALF - 20,500 SF
WEST REMAIN - 11,000 SF

R550.0

L=200'

R550.0

ORDINANCE NO. 1524-913

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF 103RD AVENUE AND VAN BUREN STREET AS SHOWN IN FILE NAME PL-13-0067, REVERTING THE ZONING ON SUCH PROPERTY FROM PLANNED AREA DEVELOPMENT (PAD) TO AGRICULTURAL (AG).

WHEREAS, the Council of the City of Avondale (the “City Council”) approved Ordinance No. 1294-308 on March 17, 2008, rezoning that certain \pm 80 acre parcel of land generally located at the northeast corner of 103rd Avenue and Van Buren Street, as more particularly described and depicted in Ordinance No. 1294-308, for which the legal description was corrected by Ordinance No. 1458-511, passed and adopted on May 16, 2011 (the “Subject Property”), from Agricultural (AG) to Planned Area Development (PAD) and imposing conditions upon such rezoning (the “Rezoning”); and

WHEREAS, the Rezoning was subject to a condition imposed pursuant to provisions of the City of Avondale Zoning Ordinance (the “Zoning Ordinance”), requiring that development of the first phase of the project on the Subject Property must have commenced within three years of the effective date of the ordinance approving the PAD zoning on the property (the “Time Condition”); and

WHEREAS, the City Council approved two one-year extensions of the PAD zoning on May 16, 2011 and April 2, 2012; and

WHEREAS, the Time Condition upon the Rezoning has not been met and the City Council desires to revert the zoning on the Subject Property from Planned Area Development (PAD) to Agricultural (AG); and

WHEREAS, the City Council desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”) pursuant to ARIZ. REV. STAT. § 9-462.04 to reflect the change in zoning on the Subject Property due to the Rezoning reversion; and

WHEREAS, all due and proper notice of the public hearing held before the City Council on the intended Rezoning reversion and Zoning Atlas amendment were given in the time, form, substance and manner provided by the Zoning Ordinance; and

WHEREAS, the City Council held a public hearing regarding the Rezoning reversion and amendment to the Zoning Atlas on September 9, 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 \pm 80 acre parcel of real property generally located at the northeast corner of 103rd Avenue and Van Buren Street, as shown in file name PL-13-0067, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Planned Area Development (PAD) to Agricultural (AG) and the Zoning Atlas is hereby amended to reflect the reversion from PAD to AG.

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, September 9, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1524-913

(Legal Description and Map)

See following pages.

Commerce Center

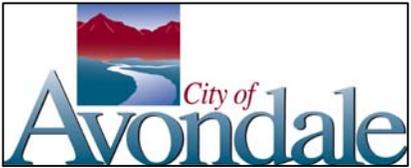
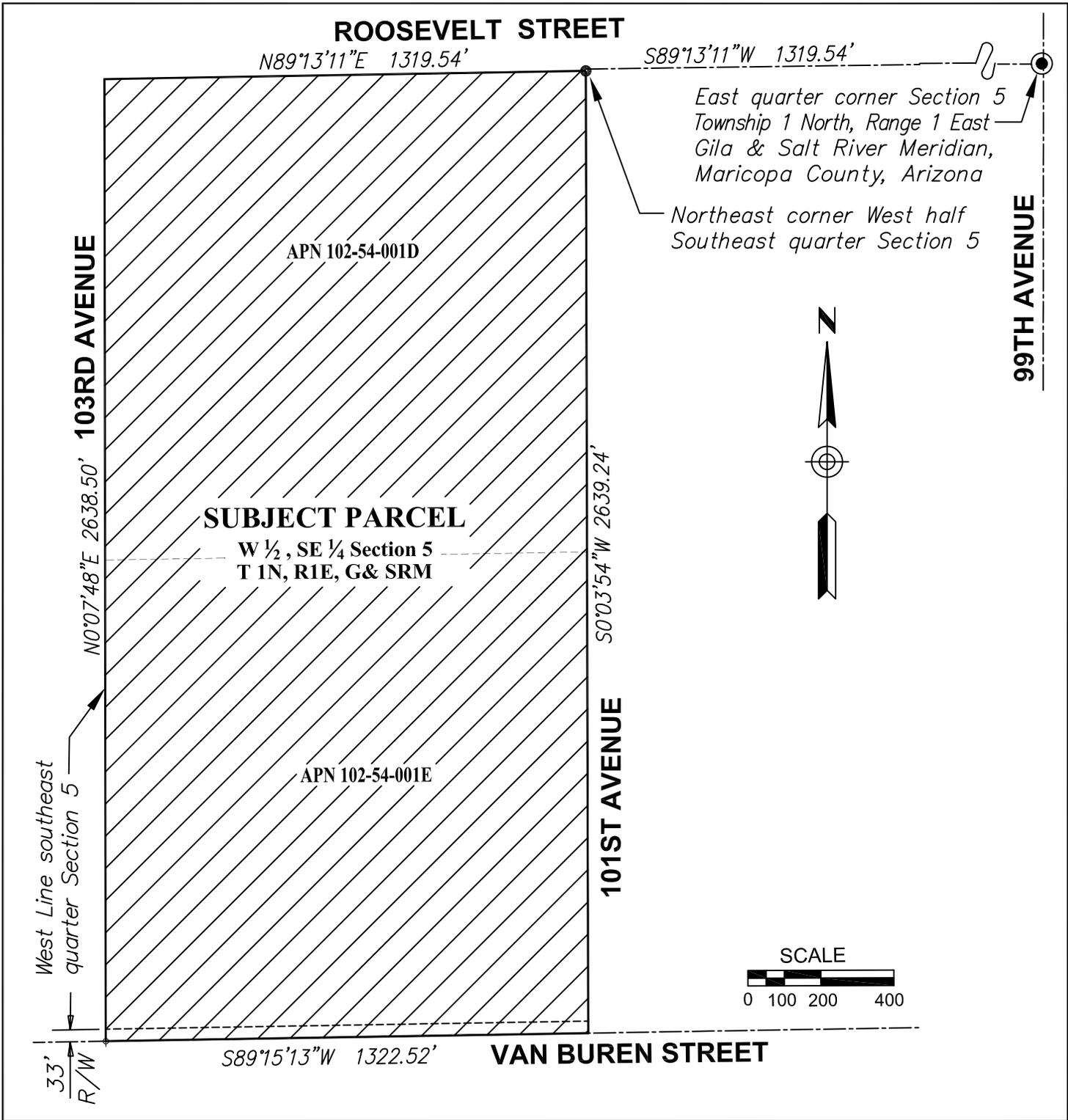
Legal Description for Rezoning Purposes

80 Acres at Northeast corner Van Buren Street and 103rd Avenue

APN 102-54-001D and 102-54-001E

LEGAL DESCRIPTION

The West half of the Southeast quarter of Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

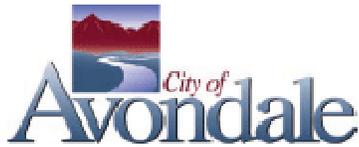


ENGINEERING
DEPARTMENT

EXHIBIT MAP
TO LEGAL DESCRIPTION
FOR ZONING PURPOSES
AVONDALE COMMERCE PARK

DATE: 5-30-2013
 DSN: _____
 DRN: LS
 CHK: CH

PROJECT NAME
AVONDALE COMMERCE
PARK ZONING
PAGE: 1 of 1



CITY COUNCIL REPORT

SUBJECT:

Public Hearing - Cable Television License Agreement - Qwest Broadband Services, Inc. dba CenturyLink

MEETING DATE:

September 9, 2013

TO: Mayor and Council

FROM: Cheryl Covert, Economic Development Specialist; Rob Lloyd, CIO/IT Director (623) 333-5011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council hold a public hearing and consider a request to approve a Cable Television License Agreement with Qwest Broadband Services, Inc. dba CenturyLink and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On May 2, 2013, Qwest Broadband Services, Inc. ("QBSI") d/b/a CenturyLink ("CenturyLink"), submitted an application for a cable license with the City of Avondale (the "City"). CenturyLink paid the non-refundable \$10,000 submittal fee to be considered for a cable license in the City's jurisdiction. The cable license agreement would permit CenturyLink to begin to provide its "Prism" branded television services in the community.

On August 12, 2013, Council approved the waiver requests included in CenturyLink's license application. Additional details on services were presented by CenturyLink.

DISCUSSION:

The cable license agreement would grant CenturyLink the ability to operate and develop competing cable television services in the City community using Qwest's existing infrastructure. These video services would likely be bundled with Internet and related communications and entertainment services. However, the license agreement is specific to only television services because Federal and State law treats cable services differently from telecommunications services.

Approving CenturyLink's license application, including its cable license agreement, could produce additional competitive services and yield additional revenues to the City. The City has come to an agreement with CenturyLink on service coverage incentives that specifically meet the needs of the Avondale community. These license agreement terms include:

- Coverage for new construction in the City
 - The City agrees to accept that a full build-out is prohibitive to any new entrant to the cable television market. However, the City maintains its interest in ensuring services are provided to new construction so as to assure modern services to growth areas and inhibit the need for trenching and street cuts after developments are built. Therefore, CenturyLink would agree to offer cable services to new Living Units in the City over the life of the agreement so long as 1) CenturyLink was not prohibited from doing so by an agreement or 2) offering the cable services is economically and technically feasible.
- The agreement has an initial term of six (6) years, beginning November 1, 2013 (the "Effective

Date”) and ending October 31, 2019.

- The parties can renew the agreement by following the renewal requirements set forth in Cable Code Section 4.5-2(k).
- Alternatively, the agreement can be automatically renewed if CenturyLink satisfies one of the conditions below:
 - An additional two (2) years (to October 31, 2021) if, on or before October 31, 2016, CenturyLink offers Cable Services to at least 20% of the Living Units in the City for the previous 12 months; and an additional two (2) years (to October 31, 2023), if, at the end of the sixth year after the effective date, CenturyLink offers Cable Services to 50% of the number of living units in the City; or
 - An additional two (2) years (to October 31, 2021) if CenturyLink offers Cable Service to new living units counted towards the 50% requirement and would exclude those living units that CenturyLink is prohibited from offering Cable Service pursuant to an existing agreement.
 - Additionally, Avondale City Council, at its sole discretion, may extend the license agreement for an additional three (3) years (to October 31, 2022), if CenturyLink provides reasonable supporting documentation that it offers Cable Services to a “substantial portion” of the living units in Historic Avondale on or before October 31, 2019.
 - If CenturyLink meets all of the renewal requirements, they would extend the agreement for a total of nine (9) additional years (to October 31, 2028).
- Due to the current infrastructure, CenturyLink is not currently capable of offering cable services to Historic Avondale. To address this area, CenturyLink will conduct a feasibility study to determine what new facilities would have to be deployed in order to provide cable services to Historic Avondale.

Living Units means: single-family residences or dwellings, multi-dwelling units (e.g., apartment buildings and condominiums) and commercial establishment within the City limits.

BUDGETARY IMPACT:

If approved, the City would receive 5% of CenturyLink gross revenues received for new television services rendered in Avondale.

RECOMMENDATION:

Staff recommends the Mayor and Council hold a public hearing and approve a Cable Television License Agreement with Qwest Broadband Services, Inc. dba CenturyLink and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

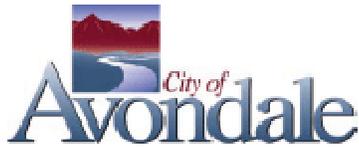
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[Cable Television License Agreement](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/33160>



CITY COUNCIL REPORT

SUBJECT:

Resolution 3135-913 - Amendment to the Licensing Time Frames Compliance Review Policy

MEETING DATE:

September 9, 2013

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director 623-333-4012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving the amended Licensing Time Frames Compliance Review Policy, for licenses, permit applications, and plan review services. This will provide the City with an up-to-date Compliance Policy that reflects the changes required by House Bill 2443 (HB 2443).

BACKGROUND:

In July 2011, the State adopted legislation that mandates timeframes for municipal development review processes. Senate Bill 1598 (SB 1598) was called by its sponsors the "Regulatory Bill of Rights". The statute applied to all procedures that produce outcomes that qualify as "licenses" defined in A.R.S. 9-831 (2) as "the whole or part of any municipal permit, certification, approval, registration, charter or similar permission required by law." The City Council adopted the Compliance Review Policy on December 3, 2012.

During the recent legislative session, HB2443 was passed amending SB1598, its licensing time frames, and the types of applications effected. The new law goes into effect on September 13, 2013.

DISCUSSION:

The recent adoption of HB2443 enacted revisions to address issues that arose with the previous "Regulatory Bill of Rights." The original bill did not allow applicants to amend or modify their application after initial submission. However, in an effort to create some flexibility during the plan review process and improve the ability to communicate with applicants, the bill now allows the applicant to amend the submittal as long as it remains consistent with the purpose of the original application, and allows municipalities to make a second request for corrections. Previously only one request was allowed. Staff is also recommending a 2-day reduction in the overall time frame to 34 working days to improve departmental service levels.

Other recent changes as a result of HB2443 include the following:

- Exempts any permit necessary for the construction or development of any residential lots, master planned communities, or subdivision;
- Allowance to increase the overall time frame of the review period by 50%
- Prohibit Cities from discussing waiving an applicant's rights through the bill

With the exclusion of all residential lots, master planned communities, or subdivisions, the time frame table in the attached policy will be for commercial/industrial type developments only. The licensing time frames do not apply for residential types of licenses, and municipalities are not required to approve or deny an application within a certain time frame.

Also, previously Avondale as well as other valley cities offered a "Waiver" to opt out of the SB1598. However the adopted legislation now prohibits municipalities from initiating discussions with applicants to opt out of the licensing time frames prior to submitting an application. Therefore, with the proposed reduction in the overall plan review time frames to 34 working days and the option to extend the time by a maximum of 50%, it was recommended by the City Attorney that the waiver should not be utilized and is no longer necessary.

The amended Policy addresses the above issues, meets the intent of the adopted HB2443 legislation, and reduces the overall review time frame schedule from 36 working days to 34.

BUDGETARY IMPACT:

This item has no budgetary impact

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution approving the Avondale Licensing Time Frames Compliance Review Policy as amended and authorize implementation by September 13, 2013.

ATTACHMENTS:

Click to download

[Resolution 3135-913](#)

RESOLUTION NO. 3135-913

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING AND ADOPTING THE CITY OF AVONDALE LICENSING TIME FRAMES COMPLIANCE REVIEW POLICY.

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

SECTION 1. The City of Avondale Licensing Time Frames Compliance Review Policy, formerly called the SB 1598 Compliance Review Policy, is hereby amended and adopted in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. This Resolution shall become effective at 12:01 a.m. on September 13, 2013, or if the effectiveness of this Resolution is prohibited by Arizona law at such time, then this Resolution shall become effective at the earliest such later time as authorized by Arizona law.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the City of Avondale Licensing Time Frames Compliance Review Policy adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Council of the City of Avondale, September 9, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3135-913

(City of Avondale Licensing Time Frames Compliance Review Policy)

See following pages.

City of Avondale

Licensing Time Frames Compliance Review Policy

PURPOSE

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

APPLICABILITY

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

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

EXEMPTIONS – SHORT TERM EXEMPT LICENSES

The following licenses are exempt from this policy and statute:

- A. A license that is issued within 7 days of application.
- B. A license that expires within 21 days of issuance.
- C. A license made exempt under the provisions of A.R.S. Section 9-835(N), which includes licenses necessary for the development of a residential lot, including swimming pools, hardscape and property walls, subdivisions or master planned community.

REVIEW

The City has consistently supported and practiced expeditious review of all applications,

and will continue to do so under the time frames set forth in this Policy. The Development Services and Engineering Department will continue to engage in process improvement to review various applications in the most expeditious way possible and will continue to work with customers to review their applications in a manner that provides the following:

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

APPLICATION FORM CONTENTS

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

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

REVIEW TIME FRAME REQUIREMENTS

- A. A.R.S. § 9-835 requires the City to have in place an overall time frame during which the City will either grant or deny license applications. A.R.S. § 9-835(C) provides for flexibility in structuring the license process for certain types of "licensing." The time frame requirements for application review are listed in tables provided below.

NOTICE OF COMPLETENESS

The City shall review applications for administrative completeness. The City shall send notice to the applicant of the application's status within the applicable administrative completeness review time frame. The notice shall cite a list of all deficiencies, if any, and inform the applicant that the City's administrative completeness and overall time frames are suspended pending receipt of requested corrections or any missing information.

The Development Services and Engineering Department will accept all applications upon submittal and evaluate each application for administrative completeness. An application shall contain a planning, engineering, or building application form, the relevant checklist, any information specifically required by the zoning ordinance, building code, general engineering requirements manual, or such additional information specified by the Project Manager as may

be required by city code, rule, or compliance review policy, and applicable fee. An application must be made by the property owner or authorized agent.

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

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

TIME FRAME SUSPENSIONS

Overall time frames are suspended for the following reasons:

- A. From the date of issuance of the notice to the applicant of corrections in an application, whether on review for administrative completeness or substantive review, to the date that the City receives the missing information from the applicant.
- B. Time for completion of certain events related to the application, such as; public hearings, state, or federal licenses.
- C. After supplemental requests for corrections by the City to the applicant.

TIME FRAME EXTENSION PROCESS

- A. During substantive reviews of license applications, the statute provides that the City shall request no more than one comprehensive request for corrections, except that the City may make supplemental requests if an applicant fails to resolve the issues identified in the request for corrections.
- B. The City may deem an application withdrawn, if during the administrative completeness time frame, the applicant fails to supply documentation or information requested, or an explanation of why it cannot be provided within 15 days of the notice from the City. The City may also deem an application withdrawn after 30 days of the notice during the substantive review time frame for the same reasons.
- C. Under A.R.S. § 9-835(I), by mutual electronic or written agreement, the City and applicant may extend the substantive review time frame and the overall time frame. The extensions shall not exceed 50% of the overall time frame. Should agreement not be reached then the City may deny pursuant to A.R.S. § 9-834 and 9-835(J).

REFUNDS

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

WORKING DAYS

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

(TABLE - 1) REVIEW TIME FRAME REQUIREMENTS

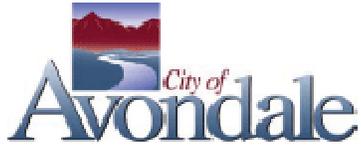
COMPLIANCE REVIEW TIME FRAMES			
DEVELOPMENT TEAM APPROVAL PROCESS			
APPLICATION TYPE	TIME FRAMES*		
	Administrative Completeness	Substantive review	OVERALL
Business License	1 st : 8 days 2 nd : 6 days 14 City working days	1 st : 12days 2 nd : 8 days 20 City working days	34 City working days
Design Review Waiver			
Site Plan/Design Review			
Electrical Connections			
Revision of Existing Permits			
Home Occupations			
New Construction			
Civil Engineering; Plans & Reports			
Non-conforming uses			
Seasonal Sales			
Temporary and Permanent Sign permits			
Tenant Improvements			
Wireless Communication Uses (that do not require CUP)			
Landscape Plans			

*Time frames applicable unless otherwise exempt under A.R.S. Section 9-835(N).

(TABLE - 2) REVIEW TIME FRAME REQUIREMENTS

PUBLIC HEARINGS & CITY COUNCIL APPROVAL PROCESS			
APPLICATION TYPE	TIME FRAMES*		
	Administrative Completeness	Substantive review	OVERALL
Conditional Use Permit	1 st : 8 days 2 nd : 6 days 14 City working days	1 st : 12 days 2 nd : 8 days 20 City working days	34 City working days
Preliminary Plat			
Final Plat			
Minor Land Division			
City Center Site Plan			

**Time frames applicable unless otherwise exempt under A.R.S. Section 9-835(N).



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
September 9, 2013

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

PURPOSE:

City 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 potential litigation with respect to tax matters.

ATTACHMENTS:

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No Attachments Available