

CITY COUNCIL AGENDA

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

WORK SESSION
March 3, 2014
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 MEDICAL MARIJUANA DISPENSARY HOURS OF OPERATION

As requested by the City Council, staff will present the findings of research on the permitted hours of operation for medical marijuana dispensaries throughout the valley. For information, discussion, and direction.

3 UPDATE ON THE FEASIBILITY OF UNDERGROUNDING THE EXISTING POWER ALONG DYSART ROAD FROM VAN BUREN STREET TO MAIN STREET

City Council will receive an update on the feasibility of undergrounding the existing power along the eastside of Dysart Road from Van Buren Street to Main Street (MC85). For information, discussion and direction.

4 ADJOURNMENT

Respectfully submitted,

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

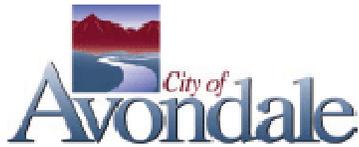
Carmen Martinez
City Clerk

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

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



CITY COUNCIL REPORT

SUBJECT:
Medical Marijuana Dispensary Hours of Operation

MEETING DATE:
March 3, 2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager (623) 333-1014

PURPOSE:

As requested by the City Council, staff will present the findings of research on the permitted hours of operation for medical marijuana dispensaries throughout the valley.

BACKGROUND:

In November 2010, the Arizona Medical Marijuana Act (Proposition 203) was approved by Arizona voters. The act legalized the use, sale and cultivation of medical marijuana within the State of Arizona.

In response, on February 22, 2011, the City of Avondale approved Resolution 2957-211 and Ordinance 1449-211, adopting the “City of Avondale Medical Marijuana Regulations”, Section 13 of the Avondale Zoning Ordinance. This section established regulations related to medical marijuana land uses in accordance with what was allowed by the approved ballot initiative. As part of these regulations, the hours of operation of medical marijuana dispensaries was limited to 9:00 a.m. to 6:00 p.m., Monday through Friday. Per these current City regulations, dispensaries are not permitted to operate on Saturday and Sunday.

In January of this year, Council asked staff to research the hours of operation limitations of dispensaries to see if Avondale’s regulations aligned with other cities throughout the valley. This report provides the Council with the results of that research.

DISCUSSION:

As mentioned above, Avondale’s current regulations allow medical marijuana dispensaries to operate Monday through Friday, between the hours of 9:00 a.m. and 6:00 p.m. Operations on weekends (Sat/Sun) are not permitted. The hours of operation allowed by other valley City/County regulations are as follows:

City/County	Permitted Dispensary Hours Monday-Friday	Permitted Dispensary Hours Saturday-Sunday
Avondale	9:00 A.M. to 6:00 P.M	Not Permitted
Goodyear	8:00 A.M. to 7:00 P.M.	8:00 A.M. to 7:00 P.M.
Buckeye	9:00 A.M. to 5:00 P.M.	Not Permitted
Glendale	8:00 A.M. to 8:00 P.M.	8:00 A.M. to 8:00 P.M.
Tolleson	9:00 A.M. to 5:00 P.M.	Not Permitted
Peoria	8:00 A.M. to 9:00 P.M.	8:00 A.M. to 9:00 P.M.

Surprise	Unrestricted	Unrestricted
Phoenix	8:00 A.M to 7:00 P.M.	8:00 A.M. to 7:00 P.M.
Maricopa County	Unrestricted	Unrestricted
Scottsdale	6:00 A.M. to 7:00 P.M.	6:00 A.M. to 7:00 P.M.
Mesa	8:00 A.M. to 8:00 P.M.	8:00 A.M. to 9:00 P.M.
Gilbert	8:00 A.M. to 6:00 P.M.	8:00 A.M. to 6:00 P.M.
Chandler	9:00 A.M. to 7:00 P.M.	9:00 A.M. to 7:00 P.M.
Tempe	8:00 A.M. to 6:00 P.M.	8:00 A.M. to 6:00 P.M.

Weekday (M-F) Hours of Operation

Research into weekday hours of operation shows that Avondale's existing allowances are roughly in line with the majority of municipalities studied:

- Twelve of fourteen jurisdictions studied limit weekday hours of operation for medical marijuana dispensaries.
- In eleven of the twelve jurisdictions that limit hours of operation, opening hour is established as either 8:00 a.m. or 9:00 a.m.; Scottsdale is the lone exception, allowing dispensaries to open at 6:00 a.m.
- In nine of the twelve jurisdictions that limit hours of operation, closing hour is established as either 5:00 p.m, 6:00 p.m, or 7:00 p.m.; Three of the twelve cities – Glendale, Peoria, and Mesa – allow for dispensaries to remain open until 8:00 p.m or later.
- Avondale's limitations allow a dispensary to be open a maximum of 9 hours per day. Excluding Avondale, of the eleven cities studied that limit hours of operation, the average number of hours dispensaries are allowed to be open on a weekday is approximately 10.7. Buckeye and Tolleson are most restrictive (8 hours per day maximum) while Peoria and Scottsdale (13 hours per day maximum) are the least restrictive.

Weekend (Sat-Sun) Hours of Operation

Research into weekend hours of operation shows that Avondale's existing prohibition on weekend operation is not in line with the majority of municipalities studied:

- Eleven of fourteen jurisdictions studied allowed for dispensaries to operate on weekends. Of these eleven, nine regulated the hours of operation of dispensaries on weekends. Only Avondale, Tolleson, and Buckeye prohibited operation entirely. The City of Surprise and Maricopa County allowed unrestricted hours of operation.
- In all instances where cities permitted weekend operation but limited hours, each city maintained the same hours of operation that they allowed during weekdays (e.g. 8-6 M-F, 8-6 Sat-Sun).

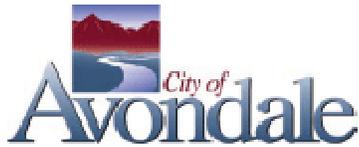
RECOMMENDATION:

This item is for information and discussion. If the Council desires to amend the City's Medical Marijuana Regulations (Zoning Ordinance Section 13) pertaining to hours of operation of medical marijuana dispensaries, staff requests specific direction on acceptable hours of operation. If direction is provided to amend the Ordinance, staff will process the text amendment and bring this item back to City Council for formal adoption of an Ordinance amending the City's current regulations.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Update on the Feasibility of Undergrounding the Existing Power Along Dysart Road from Van Buren Street to Main Street

MEETING DATE:

March 3, 2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff will provide an update to the Mayor and City Council on the feasibility of undergrounding the existing power along the eastside of Dysart Road from Van Buren Street to Main Street (MC85).

BACKGROUND:

An approximate 1 mile stretch of Dysart Road, from Van Buren Street to Main Street (MC85), has approximately 38 power poles that are located along the east side of Dysart Road. The double-strand 12Kv lines are unsightly and pose a potential safety issue for vehicular traffic and pedestrians. The existing power poles are located in the sidewalk area and create accessibility problems for both pedestrians and bicyclists. In addition, in accordance with the American Disabilities Act (ADA), a minimum of 5 feet in width is required for sidewalks. Less than 5 feet of sidewalk width is allowed if passing areas of 5 feet or wider are provided at 200 feet intervals.

Currently, Dysart Road from Van Buren Street to Main Street is not striped for bicyclists. Bicyclists may use the discontinuous sidewalk for bicycle travel, which is not desirable. In addition, sidewalk facilities on the east and west side are discontinuous and in some areas, non-existent. Furthermore, the vast majority of driveways are not ADA compliant. Rights-of-way (ROW) vary along the east and west side of Dysart Road. If measured from the back of the existing gutter, the existing ROW varies anywhere from 0 feet to 17 feet. In areas where there is no ROW, the City cannot install sidewalks unless additional ROW is acquired.

Discussions with Arizona Public Service (APS) place the costs of removing the poles, installing the required electrical equipment, removing the overhead wiring from the main poles and providing underground service from the main line to each existing customer at approximately \$300/lf. At \$300/lf, the fee for APS would be approximately \$1.6M. This would not include any costs for the required trenching, conduit, backfill, pavement replacement, sidewalk improvements or any other miscellaneous improvement.

DISCUSSION:

Staff has updated two (2) potential scenarios or alternatives with cost estimates for undergrounding the existing power along the eastside and westside of Dysart Road from Van Buren Street to Western Avenue and providing pedestrian and bicycle facilities on both sides of Dysart Road from Van Buren Street to Main Street (MC85)

Alternative No. 1 was developed as the alternative with the least cost. Alternative No. 1 would include the \$1.6M APS fee, remove the power poles, trenching, boring conduit, backfill, pavement replacement, replace all existing sidewalk and driveway entrances, provide a three-foot wide

landscaped buffer from the back of curb to the proposed sidewalk, street lighting, required rights-of-way and all incidental and overhead items. The total cost of Alternative No. 1 is approximately \$3.4M. However, with the offset of the APS credit of \$200,000 and the grant funding from the Transportation Alternative Program in the amount of \$840,000, the total cost the City is responsible for is approximately \$2,360,000.

Alternative No. 2 would be an upgrade to Alternative No. 1. Alternative No. 2 would include everything mentioned in Alternative No. 1 and provide \$500,000 for additional amenities such as decorative pavers across Dysart Road at selected locations. It would also provide for pedestrian street lights keeping with the Historic Avondale guidelines. The additional funding would also fund a decorative entry monument archway at Western Avenue and provide for an upgrade to the proposed landscaping. Taking into account the offsetting funding in the amount of \$1,040,000; the total project cost for this alternative comes to \$2,840,000.

Regardless of the chosen alternative, the elimination of the overhead power would provide the following benefits:

- Eliminate visual clutter
- Eliminate potential safety issues for vehicular traffic
- Reduce existing pedestrian accessibility issues
- Enhance overall public safety
- Improve the corridor's aesthetic appearance
- Improve property values
- Provide an incentive for the creation of new businesses along the corridor
- Improve electrical power service reliability
- Assist with Historic Avondale revitalization efforts

Alternatives No. 1 and No. 2 would provide the following additional benefits:

- Sidewalk and bicycle connectivity
- ADA compliance
- Greater aesthetic appearance
- Increase in property values
- Reduces costs to existing and future businesses

POTENTIAL NEXT STEPS:

The following is a list of potential next steps:

- Enter into a Design Agreement with APS. This will ensure the APS fee can be validated and refined.(completed).
- Request a credit from APS for the street lighting conflict. It appears that APS does not have "prior rights." Per the Franchise Agreement, APS must relocate their poles into an easement provided by the City when in conflict with a proposed City improvement project. Since the City wishes to underground, APS would provide a credit equalizing the costs associated with relocating approximately 38 poles. (underway).
- Research and evaluate/confirm existing ROW and easements. This information can be used to firm up the costs associated with acquiring new ROW (underway).
- Pursue grants to fund sidewalk improvements. (completed-Tap \$840,000)
- Pursue a joint trench with other utility stakeholders such as Southwest Gas, CenturyLink, and Cox Communications and enter into a cost-share agreement (Cox and Century Link has agreed to provide all conduit, equipment as well as cost share the joint trench).
- Continue to pursue grant opportunities. MAG has responded that potential additional funding is possible.
- Council approval of the funding.

BUDGETARY IMPACT:

There is no budgetary impact at this time. This item is presented for information, discussion and Council direction. At the March 17, 2014 City Council meeting, the Mayor and Council will prioritize all unfunded projects.

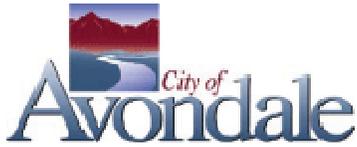
RECOMMENDATION:

This item is presented for information, discussion and Council direction.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL AGENDA

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

REGULAR MEETING
March 3, 2014
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 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. Newly appointed Council Member Bryan Kilgore will take his Oath of Office.

b. [Resolution 3172-314 - Recognizing Council Member Jim Buster](#)

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Special Meeting of February 3, 2014
2. Work Session of February 10, 2014
3. Work Session of February 18, 2014
4. Regular Meeting of February 18, 2014

b. [PURCHASE AGREEMENT - REAL PROPERTY LOCATED AT 309 E. HILL DRIVE](#)

City Council will consider a request to approve final purchase agreement of real property located at 309 E. Hill Drive (APN 500-17-083) for the amount of \$42,500 from Jorge Castillo in order to make a Short Sale Offer to Nation Star Mortgage Bank and authorize City Manager or City Clerk to execute the necessary documents. The Council will take necessary action.

c. [FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - MATLICK ENTERPRISES, INC.](#)

City Council will consider a request to approve the first amendment to a cooperative purchasing agreement with United Fire Equipment Company to increase the amount of the agreement by \$250,000 for the purchase of fire department protective clothing and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. **THIRD AMENDMENT TO CONSTRUCTION AGREEMENT - PRO-LOW JOINT VENTURE FOR LEGACY AVONDALE**

City Council will consider a request to approve Amendment No. 3 to the agreement with ProLow Joint Venture for the construction of the Legacy Avondale homes to extend the contract to June 30, 2014 and to increase the contract amount by \$173,142 for multiple utilities and underground engineering design changes as a result of unforeseen underground conditions and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **RESOLUTION 3167-314 - HONORING CHARLES MCCLENDON**

City Council will consider a resolution honoring Charles P. McClendon for nearly twelve years of dedicated service to the City of Avondale. The Council will take appropriate action.

f. **RESOLUTION 3168-314 - INTERGOVERNMENTAL AGREEMENT WITH THE TOLLESON UNION HIGH SCHOOL DISTRICT**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Tolleson Union High School District of Maricopa County relating to the installation of compound water meters and backflow prevention devices and operation and maintenance of on-site water utility infrastructure, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 3170-314 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR SHARING OF TELECOMMUNICATIONS FACILITIES**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the City of Phoenix for the shared use of telecommunications facilities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **ORDINANCE 1535-314 - ACCEPTING RIGHT-OF-WAY DEDICATION FOR ROOSEVELT STREET**

City Council will consider an ordinance accepting the dedication of right-of-way for Roosevelt Street west of 107th Avenue to and including portions of 111th Avenue. The Council will take the appropriate action.

i. **ORDINANCE 1536-314 - TEMPORARY DRAINAGE EASEMENT AT NORTHEAST CORNER OF 119TH AVENUE AND MCDOWELL ROAD**

City Council will consider an ordinance authorizing the dedication, purchase or condemnation of a temporary drainage easement located at the northeast corner of 119th Avenue and McDowell Road. The Council will take the appropriate action.

5 **PUBLIC HEARING AND RESOLUTION 3171-314 - AMENDMENT TO THE 2010/11 ANNUAL ACTION PLAN**

City Council will hold a public hearing and consider a resolution amending the 2010/11 Annual Action Plan by removing the demolition activity and reallocating funds to the redevelopment activity and the acquisition/rehab and sale activity for low-middle income buyers and authorizing the Mayor. The Council will take appropriate action.

6 **PUBLIC HEARING AND RESOLUTION 3169-314 – MADISON HEIGHTS MINOR GENERAL PLAN AMENDMENT (APPLICATION PL-13-0241)**

City Council will hold a public hearing and consider a request by Ms. Yumiko Ishida, Acanthus Architecture, to adopt a resolution amending the General Plan Land Use Map for approximately 9.9 acres of real property located at the northwest corner of Dysart Road and Madison Street, changing the property's Land Use designation from Medium/High Density Residential to High Density Residential. The property is known as Madison Heights, a 77-unit apartment complex developed in 1973 and operated by the Housing Authority of Maricopa County. The Council will take appropriate action.

7 PUBLIC HEARING AND ORDINANCE 1537-314 – MADISON HEIGHTS REZONING (PL-13-0238)

City Council will hold a public hearing and consider a request by Ms. Yumiko Ishida, Acanthus Architecture, to adopt an Ordinance amending the Zoning Atlas for approximately 9.9 gross acres from MH (Manufactured Home Park) to R-3 (Multiple Family Residential) for a property located at the northwest corner of Dysart Road and Madison Street known as Madison Heights, a 77-unit apartment complex developed in 1973. The Council will take appropriate action.

8 LEGISLATIVE UPDATE ON THE ARIZONA 51ST LEGISLATURE

City Council will receive an update regarding key legislative initiatives being considered at the State Legislature. For information, discussion and direction.

9 MEMORANDUM OF UNDERSTANDING - AVONDALE POLICE ASSOCIATION

City Council will consider a request to approve a memorandum of understanding between the City of Avondale and the Avondale Police Association for Fiscal Years 2014-2015 and 2015-2016 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

10 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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RESOLUTION NO. 3172-314

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING COUNCIL MEMBER JIM BUSTER FOR OVER EIGHT YEARS OF LEADERSHIP AND DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, Council Member Buster answered the call to public service, was first elected to office by the citizens of Avondale in November 2005, and was re-elected in September 2009; and

WHEREAS, during his tenure, Council Member Buster served with honor and integrity, not only on the Avondale City Council, but also as the City's ambassador to the Pendergast School District and as the City's representative on the Arizona Municipal Water Users Association; and

WHEREAS, Council Member Buster's term of office occurred during a time of great change and unsurpassed growth in the history of Avondale; and

WHEREAS, in his role on the City Council, Council Member Buster contributed much to the betterment of Avondale by leaving a legacy of positive change, including the construction of the Randall McDaniel Sports Complex and Transit Center in Avondale City Center; the redevelopment of Historic Avondale and the Sam Garcia Library; Fire Stations 173 & 174; and the expansion of the Charles Wolf Water Reclamation Facility; and

WHEREAS, Council Member Buster and his fellow colleagues on the City Council provided a clear vision for building a vibrant community that is achieving, aspiring and accelerating; and

WHEREAS, although Council Member Buster left office on February 1, 2014, he will continue to be involved in his community and will continue to hold the best interests of Avondale at heart.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Jim Buster for over eight years of leadership and dedicated service to the City of Avondale and its citizens, and wish him well in all his future endeavors.

PASSED AND ADOPTED by the Council of the City of Avondale, March 3, 2014.

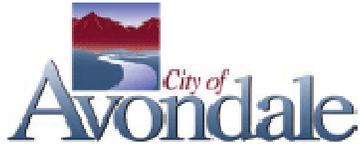
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
March 3, 2014

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: David Fitzhugh, Acting City Manager

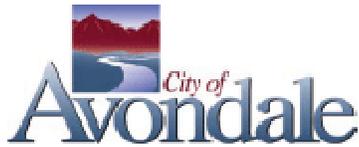
PURPOSE:

1. Special Meeting of February 3, 2014
2. Work Session of February 10, 2014
3. Work Session of February 18, 2014
4. Regular Meeting of February 18, 2014

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Purchase Agreement - Real Property Located at
309 E. Hill Drive

MEETING DATE:

March 3, 2014

TO: Mayor and Council

FROM: Gina Montes, Assistant City Manager

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting City Council approval of a purchase agreement for real property located at 309 E. Hill Drive (APN 500-17-083) for the amount of \$42,500 from Jorge Castillo and authorize City Manager or City Clerk to execute the necessary documents. The Council will take necessary action.

BACKGROUND:

On June 17, 2013, the City Council adopted Ordinance 1519-613 authorizing the acquisition of 309 E. Hill Drive (APN 500-17-083) for the future construction of an estimated six additional houses and completion of the block. In December, 2012 under the Neighborhood Stabilization 3 Program, the City began construction on new homes to be sold to qualified low- to moderate-income buyers. Six homes are planned as part of the first phase of Legacy Avondale. To date, four of those homes have been constructed with two additional homes to be constructed with the sale proceeds. The acquisition of 309 E. Hill Drive is the second of two acquisitions needed to complete the future second phase of Legacy Avondale on the 300 block of Hill Drive. Approximately six additional homes are planned for a total of 12 homes upon completion of the second phase.

DISCUSSION:

The property at 309 E. Hill Drive is currently an occupied residence. The current mortgage value is higher than market value and it will benefit homeowner to discharge that property and benefit the City of Avondale's housing development plans. The agreement with the homeowner is contingent on approval of a short sale from the mortgage holder. Consequently, staff requests authorization to increase the sales contract by an additional \$7,000 depending on the outcome of negotiations with the mortgage holder Nation Star Mortgage Bank.

Acquiring the property will enable the City to build additional energy efficient homes for owner occupants which will continue efforts to revitalize Historic Avondale and improve the housing stock for Avondale residents.

BUDGETARY IMPACT:

The proposed short sale purchase price for the property is \$42,500 with an additional contingency of \$7,000 to address possible additional negotiations with Nation Star Mortgage Bank. The City will also pay closing costs and fees of approximately \$1,500 associated with the purchase. Funds were allocated and are available in the Fiscal Year 2013-12 budget (Account Number 209-7599-00-6187).

RECOMMENDATION:

Staff recommends that the City Council approve of the purchase agreement for acquisition of 309 E. Hill Drive.

ATTACHMENTS:

Click to download

[Purchase and Sale Agreement](#)

**PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
JORGE ABEL GONZALEZ CASTILLO**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of _____, 2014 (the "Effective Date"), between **Jorge Abel Gonzalez Castillo**, a married man ("Seller"), and the **CITY OF AVONDALE**, an Arizona municipal corporation (the "Buyer" or the "City").

In consideration of the covenants, terms, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions contained herein, certain rights to real property located in Maricopa County, Arizona, consisting of approximately 7,020 square feet of real property as legally described in Exhibit A, to be attached hereto by Escrow Agent when known and incorporated herein by reference together with all improvements, water rights, air rights, mineral rights, privileges and appurtenances thereto, including the right to any easements or rights-of-way adjacent to the real property and abandoned after the Escrow Opening Date (collectively, the "Acquisition Property").

2. Purchase Price. The total price to be paid for the Acquisition Property (the "Purchase Price") is \$42,500.00. The Purchase Price after application of any deposits made pursuant to this Agreement will be paid through the Escrow upon Closing (both as hereinafter defined) by certified check or Federal wire transfer.

3. Open and Close of Escrow.

a. Escrow Agent and Instructions. Promptly after execution of this Agreement by the parties, an escrow (the "Escrow") shall be opened with Stewart Title & Trust of Phoenix, 2930 East Camelback Road, Suite 215, Phoenix, Arizona 85016, Attn: Denise Brown ("Escrow Agent") to facilitate the consummation of the sale of the Acquisition Property pursuant to this Agreement. This Agreement constitutes escrow instructions to Escrow Agent; however, if required by Escrow Agent, Buyer and the Seller shall execute and deliver to the Escrow Agent printed form escrow instructions ("Escrow Instructions") consistent with this Agreement. In the event of any conflict between the provisions of the printed form Escrow Instructions and this Agreement or any deed, instrument or document in connection with the transactions contemplated herein, the provisions of this Agreement or such deed, instrument or document shall control. No provision of the Escrow Instructions shall excuse any non-performance by either party. The assignment by Escrow Agent of an escrow number to this transaction and the opening of the Escrow by Escrow Agent shall constitute Escrow Agent's acceptance of the instructions to, and other obligations of, Escrow Agent as set forth in this Agreement and the Escrow Instructions.

b. Escrow Opening Date. Escrow Agent shall notify the parties in writing as to the date on which it received fully executed copies of this Agreement, which date is called the "Escrow Opening Date."

c. Closing. The sale of the Acquisition Property for the consideration set forth in this Agreement and consummation of the transactions contemplated by this Agreement (the "Closing") shall occur within 10 days after the end of the Feasibility Period at the office of Escrow Agent or at such other time and location as the parties may agree, which date shall be referred to as the "Closing Date." The Closing Date shall be deemed to be the date on which the parties shall have performed all actions necessary for the closing of the transaction, without regard to the date on which Escrow Agent actually records the deed or other closing documents.

d. IRC Reports. Escrow Agent, as the party responsible for closing the transactions contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), shall file all necessary information reports, returns and statements (collectively the "Reports") regarding the transactions as may be required by the Code, including, but not limited to, the reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys harmless for, from and against any and all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Reports that Escrow Agent is hereby required to file.

e. Prorations and Escrow Fees. Escrow fees shall be paid by Buyer. Special assessments or similar liens for work or improvements shall be paid by Seller. Real property, personal property and ad valorem taxes and other state or local taxes and charges affecting the Acquisition Property shall be prorated on the basis of the current year's rate and valuation, provided, that if the rate of, or valuation for, any such taxes, charges or assessments has not been fixed before the Closing Date, then the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding year applied to the latest assessed valuation. Taxes for all prior years shall be paid by Seller. Except as otherwise provided in this Agreement, all other closing costs shall be paid by Buyer. Seller shall not, without the prior written consent of Buyer, consent to the imposition of any assessment against the Acquisition Property if such assessment would be required to be paid, in whole or in part, by Buyer. Seller shall give Buyer timely written notice of any proposed governmental action, which is not an action of Buyer, of which the Seller becomes actually aware.

4. Survey. Buyer may, at its sole cost and expense, obtain a survey of the Acquisition Property (the "Survey") suitable to Buyer and Escrow Agent, containing the certification of the surveyor of the number of net square feet contained in the Acquisition Property, exclusive of any land lying within roadways, streets, highways, alleys, canals, wetlands, flood plains or rights of way or areas that are, by dedication or easement or use over time, open to public use. The Survey will show each Schedule B exception contained in the Title Report (defined below) and its effect on the Acquisition Property.

5. Condition of Title.

a. Title Report. Promptly after opening of Escrow, Escrow Agent shall deliver to Buyer and to Seller a preliminary title report or commitment (including matters revealed by an inspection of the Acquisition Property) dated no earlier than the Escrow Opening Date leading to the issuance of an ALTA extended owner's policy of title insurance in the amount of the Purchase Price insuring Buyer's interest in the Acquisition Property, together with readable copies of all instruments of record referred to therein (the "Title Report").

b. Title Review Period. Buyer shall have until 30 days after receipt of the Title Report (the "Title Review Period") within which to object in writing to Seller and Escrow

Agent to the legal description or any matters affecting title shown on the Title Report, it being agreed that the Purchase Price is based upon free and clear title and only such other exceptions thereto as may be approved by Buyer, in its sole and absolute discretion. Buyer's failure to timely object to any of the matters affecting title shown on the Title Report within the Title Review Period will constitute Buyer's acceptance of title subject to those matters.

c. Title Objections. If Buyer objects to any matters affecting title shown on the Title Report, Seller shall have until the Closing Date to cure any matters objected to by Buyer, but shall have no obligation to do so. If Seller does not cure those matters objected to by Buyer by the Closing Date, Buyer may, in its sole discretion, elect to (1) waive the matters objected to and close Escrow subject thereto or (2) cancel this Agreement by notice to Seller and Escrow Agent, whereupon the Escrow and this Agreement shall automatically terminate and neither party shall thereafter have any further obligations or liability to the other under this Agreement except as herein expressly provided for otherwise.

d. Amended Title Report. Buyer shall have until five business days after receipt of an amended Title Report disclosing new matters affecting title to the Acquisition Property (and the Closing Date shall automatically be extended for such five business-day period, if appropriate) within which to object in writing to Seller and Escrow Agent to any matters affecting title set forth therein; whereupon Buyer shall have the same rights hereunder as described with respect to the objections to the first Title Report described in subsection 5(c) above. If Seller does not cure those matters objected to by Buyer within two business days after notice of Buyer's objection (and, if necessary, the Closing Date shall be appropriately extended until the expiration of the five business day period hereinabove provided and this two business day period, then Buyer may, in its sole and absolute discretion, elect either of the remedies set forth in subsection 5(c) above; provided, however, that, notwithstanding anything in this Agreement to the contrary, Buyer's rights and remedies shall not be limited with respect to any breach of Seller's covenant set forth in the following sentence. Seller covenants that between the Escrow Opening Date and the Closing Date it will not intentionally cause any material matter to arise or be imposed upon the Acquisition Property affecting title thereto as to which Seller does not cure or remove before Closing.

6. Title Insurance. Buyer's obligation to close Escrow is conditioned upon the commitment of Escrow Agent, or its affiliated title insurer, to issue to Buyer, at or promptly following the Closing, an ALTA extended coverage owner's policy of title insurance insuring title to the Acquisition Property in Buyer in the amount of the Purchase Price, the policy to be subject only to the usual printed exceptions, conditions and stipulations in the form of policy and matters affecting title shown on the Title Report not objected to by Buyer in accordance with Section 5 hereof. Buyer shall pay all costs related to an owner's policy. Seller and Buyer agree to comply with all reasonable requirements imposed by the title insurer as a condition to issuance of the policy (excluding matters affecting title which, by notice given to Escrow Agent and the other party within ten days after delivery of the Title Report, either Buyer or Seller reasonably determines should more properly be shown in the exceptions to title portion of the Title Report).

7. Conveyancing and Closing Documents.

a. By Seller. On the Closing Date, Seller shall deliver to Buyer:

(1) A special warranty deed, in the form attached hereto as Exhibit B (the "Special Warranty Deed"), conveying to Buyer title to the Acquisition Property, together with an executed affidavit of value (the "Affidavit of Value"), if applicable.

(2) An affidavit affirming under penalty of perjury that Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Code. In the event Seller does not furnish such affidavit, Buyer may withhold (or direct Escrow Agent to withhold) from the funds due to Seller at the Closing, an amount equal to the amount required to be so withheld pursuant to Section 1445(a) of the Code, and such withheld funds shall be deposited with the Internal Revenue Service as required by Section 1445(a) and the regulations promulgated thereunder. The amount withheld, if any, shall nevertheless be deemed to be part of the Purchase Price paid to Seller.

(3) If applicable, the original, if available, or a photocopy of the Certificate of Grandfathered Groundwater Rights relating to the Acquisition Property and any instruments reasonably required to transfer any water rights relating to the Acquisition Property.

b. By Escrow Agent. On the Closing Date, Escrow Agent shall:

(1) Record or file, as appropriate, the closing instruments hereunder in the following order: (A) the Special Warranty Deed and (B) the Affidavit of Value, if applicable.

(2) Deliver the title insurance policy, as set forth in Section 6 of this Agreement, to the Buyer.

(3) Provide each party with a complete set of closing documents as they become available to Escrow Holder.

8. General Tests. Buyer, its agents and designees, shall have the right to enter upon the Acquisition Property at all times prior to the Closing Date for the purposes of surveying and inspecting the Acquisition Property and making and obtaining drainage, environmental, soil and engineering tests, and performing other tests, studies or inspections desired by Buyer (the "Inspections"). To the extent permitted by law, Buyer agrees to indemnify, defend and hold harmless Seller for, from and against all claims, liabilities and damages, including attorneys' fees, for personal injury, physical damage to property or mechanics' or materialmen's liens which may be asserted against Seller as a result of Buyer's entry onto the Acquisition Property and inspection or testing thereof. Buyer shall, after its entry and testing, restore the Acquisition Property to substantially the same condition that existed prior to such entry and testing. If any Inspections disclose matters unsatisfactory to Buyer, in Buyer's sole and absolute discretion, Buyer may cancel this Agreement.

9. No Alterations to Acquisition Property. Seller shall make no modifications or alterations to the Acquisition Property between the Escrow Opening Date and the Closing Date, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. As of the Closing Date, there will be no outstanding contracts made by Seller for any improvements to the Acquisition Property which have not been fully paid, and Seller shall cause to be discharged or bonded in accordance with law any mechanics' or materialmen's liens arising from any labor or material furnished prior to the Closing Date.

10. Representations of Seller. Seller represents and warrants to, and covenants with Buyer that:

a. Seller's Ownership. Seller owns fee simple title to the Acquisition Property. Seller has full authority to sell the Acquisition Property pursuant to the terms of this

Agreement. The Acquisition Property is not subject to any unrecorded mortgages, liens, defects, adverse claims, encroachments, financing statements or encumbrances.

b. Claims. There are no pending or threatened claims or litigation affecting the Acquisition Property. If Seller becomes aware of any of the foregoing after the Escrow Opening Date (whether arising before or after the Escrow Opening Date), but prior to the Closing Date, Seller shall give prompt, written notice thereof to Buyer prior to the Closing Date.

c. Violations of Law; Defaults; Litigation; Unrecorded Arrangements. There is no violation of any laws, ordinances, rules or regulations with respect to the Acquisition Property, no default exists under any covenant, condition, restriction or easement applicable to the Acquisition Property, Seller has not received written notice from any governmental or other agency of any violation of any laws or ordinances with respect to the Acquisition Property, no litigation is pending, threatened or likely with respect to the Acquisition Property, Seller's interest therein, or that would inhibit Buyer from obtaining clear title to the Acquisition Property; and except as disclosed to Buyer in writing, there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting the Acquisition Property in any way. If Seller becomes aware of any of the foregoing after the Escrow Opening Date (whether arising before or after the Escrow Opening Date), but prior to the Closing Date, Seller shall give prompt notice thereof to Buyer prior to the Closing Date.

d. No Special Assessment. Seller has received no written notice that there any special assessment actions being contemplated by any governmental authority.

e. Hazardous Substance. Seller represents and warrants that (i) no portion of the Acquisition Property is being used or has been used at any previous time for the treatment, storage, disposal, or processing of Hazardous Materials, as such term is defined below and (ii) there are no ongoing requirements or orders of any department of environmental resources or similar government agency for environmental cleanup with respect to the Acquisition Property. "Hazardous Materials" shall mean those materials, substances, wastes, pollutants or contaminants which are deemed to be hazardous, toxic or radioactive and shall include but not be limited to those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or other similar designations in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act 49 U.S.C. § 1801 *et seq.*, and any other federal, state or local governmental statutes, laws, codes, ordinances, rules, regulations and precautions, or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (ii) petroleum products or byproducts, or petroleum, including crude oil or any fraction thereof, or natural gas, natural gas liquids, liquefied natural gas, synthetic gas or mixtures of synthetic gas and natural gas; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) pesticides or herbicides.

f. Underground Storage Tanks. The Acquisition Property does not contain and has never contained any underground storage tanks containing petroleum products or wastes or other hazardous substances regulated by 40 C.F.R. § 280 and/or other applicable, federal, state or local laws, rules and regulations and requirements.

g. No Prior Soil Remediation. The Acquisition Property has never been subject to soil remediation.

h. Wetlands. Seller has received no written notice that the Acquisition Property contains any areas which could be characterized as disturbed, undisturbed or man made wetlands pursuant to federal, state or local laws, regulations, rules or procedural manuals

or as "waters of the United States" pursuant to the Clean Water Act, as amended, or rules or regulations pursuant thereto, whether such characterization reflects current conditions or historic conditions which have been altered without the necessary permits or approvals.

Except to the extent Seller gives Buyer notice as hereinbelow provided, Seller represents and warrants to, and covenants with, Buyer that the foregoing representations and warranties will be true and correct as of the Closing Date. The foregoing representations and warranties shall survive the Closing and any investigation made by or on behalf of Buyer. Seller agrees to take no voluntary and intentional actions or omissions to act that would cause any of its representations, warranties or covenants in this Agreement to become untrue. If, after the Escrow Opening Date, Seller becomes aware that any of its representations, warranties or covenants are, or have become, untrue (whether occurring before or after the Escrow Opening Date), with or without the voluntary and intentional act or omission to act of Seller, then Seller shall immediately give written notice of such fact to Buyer. Within ten days after receipt of any such notice from Seller (and, if necessary, the Closing shall be appropriately extended until the expiration of the ten-day period at Buyer's election), Buyer may, in its sole and absolute discretion and without obligation to do so, cancel this Agreement, in which event this Agreement and the Escrow shall automatically terminate and neither party shall thereafter have any further obligations or liability under this Agreement except as herein expressly provided for otherwise.

11. Conditions to Buyer's Obligation to Close. The Buyer's obligation to purchase the Acquisition Property from Seller is conditioned upon and subject to the satisfaction (unless waived in writing by Buyer in Buyer's sole and absolute discretion) of each of the following conditions on or before the Closing Date:

a. Warranties True. Seller's representations and warranties in this Agreement shall be true and correct in all respects on and as of the Escrow Opening Date and on and as of the Closing Date as if made on and as of the Closing Date.

b. Conditions Met. Seller shall have performed and complied with all agreements and conditions contained herein required to be performed or complied with by them prior to or at the Closing Date.

c. Documents in Escrow. Seller shall have deposited in Escrow or delivered to Buyer the documents required of Seller pursuant to this Agreement.

d. Title Commitment. Escrow Agent (or its title insurance affiliate, if appropriate) shall have committed to issue to Buyer at or promptly after the Closing the title insurance policy required under this Agreement.

If any of the conditions described in this Section 11 are not satisfied, Buyer, at its election, may (1) cancel this Agreement by notice to Seller and Escrow Agent, whereupon this Agreement and the Escrow shall automatically terminate and neither party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise, or (2) waive Seller's compliance with the condition and close Escrow subject thereto.

12. [INTENTIONALLY OMITTED.]

13. [INTENTIONALLY OMITTED.]

14. Seller's Remedies. Except as otherwise expressly provided in this Agreement, if Buyer defaults under this Agreement, Seller's sole and exclusive right and remedy shall be to terminate this Agreement. Seller hereby waives all other remedies. Neither party shall

thereafter have any further obligations or liability to the other except as herein expressly provided for otherwise.

15. Buyer's Remedies. If Seller defaults under this Agreement, Buyer may, at its option, as Buyer's sole and exclusive remedy, either (a) cancel this Agreement in which case Seller shall be responsible for any escrow cancellation fees and Buyer may recover from the Seller all reasonable expenses paid or incurred by Buyer in connection with this Agreement, (b) sue Seller for specific performance or (c) waive the default and proceed to Closing.

16. Breach; Cure. Failure or unreasonable delay by the Seller or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within five days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than five days would reasonably be required to perform such action or comply with any term or provision hereof, then the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said five day period and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall extend beyond the Closing Date, unless otherwise agreed to, in writing, by the parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. If a breach is not cured within the Cure Period, then the non-defaulting party shall have its applicable rights as detailed in Sections 14 and 15 above.

17. Operation of Acquisition Property until the Closing. After the Escrow Opening Date, and prior to the Closing Date and delivery of possession of the Acquisition Property to Buyer, Seller shall make or cause to be made all repairs and replacements required with respect to any part or portion of the Acquisition Property to keep it in its present condition and shall continue to maintain and operate the Acquisition Property in the normal manner to keep the Acquisition Property in such condition, ordinary wear and tear excepted.

18. Eminent Domain. If, prior to the Closing Date, any of the Acquisition Property is taken by the power of condemnation or eminent domain, or in the event notice is given by any governmental authority of, or an action is commenced with respect to, the taking of any part of the Acquisition Property by the power of condemnation or eminent domain, Seller shall give immediate written notice thereof to Buyer. Buyer may, in its sole discretion and within ten days after receipt of such notice from Seller or prior to the Closing Date, whichever period is shorter, elect to terminate this Agreement by written notice of such election to Seller and Escrow Agent. In the event Buyer elects to cancel this Agreement, neither party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise. If Buyer does not elect to so cancel this Agreement, all condemnation awards relating to the Acquisition Property and rights thereto are hereby assigned to Buyer and shall be paid to Buyer and the Purchase Price shall not be reduced.

19. Risk of Loss. Prior to the Closing Date, the risk of loss resulting from any cause, including, without limitation, fire or other casualty, to the improvements or any property, real or personal, subject to this Agreement shall be that of Seller. Seller shall keep the Acquisition Property insured against casualty until the Closing under its existing insurance policies or replacement policies with the same coverage existing as of the Escrow Opening Date. If, at any time prior to the Closing, the improvements on the Acquisition Property, if any, are destroyed or materially damaged, Buyer may elect (a) to terminate this Agreement, whereupon neither party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise or (b) to close Escrow, in which event all insurance proceeds from

Seller's insurance are hereby assigned to Buyer and shall be paid to Buyer within ten days of a demand therefore.

20. No Broker. Each party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or will be due from the other party in connection with this transaction as a result of the act of the party so warranting. Further, to the fullest extent permitted by law, each party agrees to indemnify and hold harmless the other party for, from and against any claims by third parties made as a result of the act of the party so representing, for real estate or brokerage commission in connection with the transaction provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. In any event, no commission shall be earned until the transactions contemplated by this Agreement are actually consummated.

21. [INTENTIONALLY OMITTED.]

22. General Provisions.

a. Further Instruments. Each party, promptly upon the request of the other, shall execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

b. Assignment. Either party may assign or transfer its rights, duties and obligations under this Agreement only with the prior written consent of the other party, which consent may be withheld for any reason or for no reason. Any such transfer or assignment shall be subject to the terms of this Agreement.

c. Successors and Assigns. Except as otherwise provided herein, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the parties and their successors and assigns.

d. Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale contemplated by this Agreement.

e. Modification of Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto.

f. Waiver. The waiver of a breach of any term or condition of this Agreement may be made only in writing and shall not be deemed to constitute a waiver of subsequent breach of such term or condition, or a waiver of a breach or subsequent breach of any other term or condition.

g. Survival. All indemnities, warranties, representations and covenants made in this Agreement shall survive the Closing.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

i. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

j. Descriptive Headings. The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

k. Third Party Beneficiary. None of the terms or provisions of this Agreement shall be deemed or construed to create any third party beneficiary rights to any person who is not a party hereto unless expressly otherwise provided.

l. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Seller:	Jorge Abel Gonzalez Castillo 309 East Hill Drive Avondale, Arizona 85323
If to the City:	City of Avondale 11465 West Civic Center Drive, Suite 200 Avondale, Arizona 85323 Attn: City Manager
With a copy to:	Gust Rosenfeld, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
If to the Escrow Agent:	Stewart Title & Trust of Phoenix 2930 East Camelback Road, Suite 215 Phoenix, Arizona 85016 Attn: Denise Brown

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

m. Governing Law and Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona.

Any action at law or judicial proceeding instituted by any party relating to this Agreement shall be instituted in the state or federal courts located in Maricopa County, Arizona.

n. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover its costs and expenses, including without limitation, reasonable attorneys' fees, expert witness fees and investigators' fees, which shall be determined by the court if the matter is litigated or otherwise in a separate action brought for that purpose.

o. Time of the Essence. All dates and times for performance set forth in this Agreement are of the essence.

p. Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance be determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

q. Time Periods. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

r. Cancellation. This Agreement may be cancelled by the Buyer pursuant to ARIZ. REV. STAT. § 38-511.

23. Contingencies. Buyer shall have until 60 days after the Effective Date (the "Feasibility Period") to determine the feasibility of Buyer's planned development of the Acquisition Property. At any time prior to the end of the Feasibility Period, the Buyer may, for any reason in its sole and absolute discretion, cancel this Agreement. If Buyer does not cancel this Agreement by providing written notice to Seller and Escrow Agent prior to expiration of the Feasibility Period, the Buyer shall be deemed to have disapproved the feasibility of Buyer's planned development of the Property, in which event this Agreement shall be deemed terminated.

[SIGNATURES ON FOLLOWING PAGES]

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

"Seller"

JORGE ABEL GONZALEZ CASTILLO, a married man

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 201__, by Jorge Abel Gonzalez Castillo, a married man, in his individual capacity.

Notary Public in and for the State of Arizona

(affix notary seal here)

"Buyer"

CITY OF AVONDALE, an Arizona
Municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 201__,
by Charles P. McClendon, as City Manager of the CITY OF AVONDALE, an Arizona municipal
corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF AVONDALE
AND
JORGE ABEL GONZALEZ CASTILLO

[Legal Description of Acquisition Property]

SEE ATTACHED.

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF AVONDALE
AND
JORGE ABEL GONZALEZ CASTILLO

[Special Warranty Deed]

When Recorded Mail To:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

EXEMPT FROM AFFIDAVIT OF PROPERTY VALUE PURSUANT TO ARIZ. REV. STAT. § 11-1134(A)(3).

SPECIAL WARRANTY DEED

GRANTOR: Jorge Abel Gonzalez Castillo, a married man (the “Grantor”)

GRANTEE: City of Avondale, an Arizona municipal corporation (the “City”)

Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to City all right, title and interest in the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A, attached hereto and incorporated herein by reference.

The Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and none other.

[SIGNATURES ON FOLLOWING PAGES]

“Grantor”

JORGE ABEL GONZALEZ CASTILLO, a married man

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 201__, by Jorge Abel Gonzalez Castillo, a married man, in his individual capacity.

Notary Public in and for the State of Arizona

(affix notary seal here)

ACCEPTED BY:

“City”

CITY OF AVONDALE, an Arizona
Municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 201__, by Charles P. McClendon, as City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the corporation.

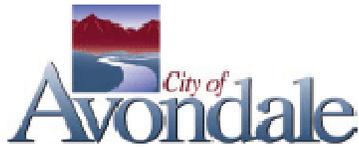
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
SPECIAL WARRANTY DEED
BETWEEN
THE CITY OF AVONDALE
AND
JORGE ABEL GONZALEZ CASTILLO

[Legal Description]

SEE ATTACHED.



CITY COUNCIL REPORT

SUBJECT:

First Amendment to Cooperative Purchasing Agreement - Matlick Enterprises, Inc.

MEETING DATE:

March 3, 2014

TO: Mayor and Council

FROM: Paul Adams, Fire Chief

THROUGH: Dave Fitzhugh, Acting City Manager

PURPOSE:

City Council will consider a request to approve the first amendment to a cooperative purchasing agreement with United Fire Equipment Company to increase the amount of the agreement by \$250,000 for the purchase of fire department protective clothing and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On July 11, 2011 the City of Avondale entered into a cooperative purchasing agreement with United Fire Equipment for the purchase of fire department protective clothing. This agreement was based on a Tempe contract with United Fire following a competitive procurement process in 2010.

The agreement with United Fire approved in 2011 was for an initial 3-month term and four successive one-year renewal terms through October 2015 for a total amount not to exceed \$102,000.

DISCUSSION:

During the 2013-14 budget process council approved the hiring of additional firefighters to fully staff station 174 and funding to replace protective clothing for current personnel. The not to exceed amount in the current agreement with United Fire is insufficient to meet the protective clothing procurement needs for this year.

The first amendment to the cooperative purchasing agreement with United Fire provides for a total amount through October 2015 not to exceed \$352,000 which will be sufficient to purchase the protective clothing previously approved by council through the budget process. All other terms of the agreement remain the same.

BUDGETARY IMPACT:

Funding for the purchase of the protective clothing was approved through the 2013-14 budget process and is in place within the fire department budget.

RECOMMENDATION:

Staff recommends that the city council approve the first amendment to a cooperative purchasing agreement with United Fire Equipment Company to increase the amount of the agreement by \$250,000 for the purchase of fire department protective clothing and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[CPA Amendment](#)

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MATLICK ENTERPRISES, INC.
d/b/a
UNITED FIRE EQUIPMENT COMPANY**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of March 3, 2014, between the City of Avondale, an Arizona municipal corporation (the “City”) and Matlick Enterprises, Inc., an Arizona corporation, d/b/a United Fire Equipment Company (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Tempe, Arizona, entered into Contract No. T10-115-01 dated October 11, 2010, as extended, with the Contractor for the Contractor to provide fire turnout clothing supply, cleaning, inspection and repair materials and services (the “Tempe Contract”).

B. The City and the Contractor entered into a Cooperative Purchasing Agreement dated July 11, 2011, City Contract No. 13300, based upon the Tempe Contract (the “Agreement”), for the Contractor to provide the City with fire turnout clothing supply, cleaning, inspection and repair materials and services (the “Equipment and Services”).

C. The City has determined that it is necessary to purchase additional Equipment and Services (the “Additional Equipment and Services”) from the Contractor.

D. The City and the Contractor desire to enter into this First Amendment to provide for the cost and purchase of the Additional Equipment and Services.

AGREEMENT

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

1. Compensation. The City shall increase the compensation to Contractor by \$250,000.00 for the Additional Equipment and Services at the rates as set forth in the Tempe Contract, resulting in an increase of the total compensation, from \$102,000.00 to an aggregate amount not to exceed \$352,000.00 for the Agreement.

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

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

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

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, Acting City Manager

ATTEST:

Carmen Martinez, City Clerk

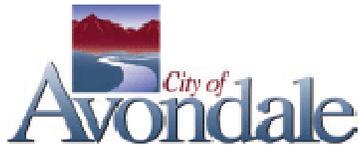
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

Notary Public

(Affix notary seal here)



CITY COUNCIL REPORT

SUBJECT:

Third Amendment to Construction Agreement -
Pro-Low Joint Venture for Legacy Avondale

MEETING DATE:

March 3, 2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 3 to the agreement with ProLow Joint Venture for the construction of the Legacy Avondale homes to extend the contract to June 30, 2014 and to increase the contract amount by \$173,142 for multiple utilities and underground engineering design changes as a result of unforeseen underground conditions and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On December 12, 2012, City Council approved a construction agreement with ProLow Joint Venture for \$741,827 for the development of homes on the 300 E. Hill Drive block which was named the Legacy Avondale project.

On January 18, 2013, City Council approved Amendment No. 2 of the agreement which was to clarify the nature of construction services. The initial agreement was executed with 60% complete construction plans due to the compressed construction schedule. The compressed schedule was a result of an approaching Neighborhood Stabilization 3 Program expenditure deadline, which was the primary funding source. Amendment No. 2 included complete construction plans and specifications in the contract.

Amendment No. 3 will increase the contract amount by \$173,142 and extend the agreement to June 30, 2014. The additional amount is for the cost of multiple utilities and underground engineering design changes as a result of unforeseen underground conditions

DISCUSSION:

Historic Avondale was developed many decades ago, and during the development of the area most utilities were not recorded with accuracy. Old utility installations were abandoned and never reported or were not existent but were part of dated plans. Our engineering, architecture and construction teams were quick to find alternative solutions, design them and implement them.

Utility lines were moved to City-owned right-of-way on either side of the homes to comply with Engineering and Public Works requirements. The changes also included realigning water utility lines to avoid conflicts with existing but not recorded sewer lines, complying with the Roosevelt Irrigation District's requirement to protect their water line in the former alley, re-grading and implementation of Engineering requirements. Costs include design and relocation of water and sewer lines. Costs also included substantial redesign and relocation of gas and electric utilities to remove conflicts with water and sewer lines which were caused by the City-required design changes. Additional costs were also incurred due to requirements for extra water line protection and extra underground depth of a water line due to discovery of an unrecorded sewer line during excavation.

BUDGETARY IMPACT:

The total cost is \$173,142 for the Additional Services as described in the contract amendment attached to this report. Phase I of the Services (as defined in the Agreement) increased from \$741,827 to an aggregate amount not to exceed \$914,969. The additional funds are available from Water line item 501-9110-00-8520 for \$55,831.52, Sewer line item 513-1047-00-8610 for \$51,454.34, NFS line item 209-7599-01-6187 for \$60,000 and NFS line item 101-7505-00-6650 for \$5,856.14.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 3 to the agreement with ProLow Joint Venture for the construction of the Legacy Avondale homes to extend the contract to June 30, 2014 and to increase the contract amount by \$173,142.

ATTACHMENTS:

Click to download

[Construction Agreement - Pro-Low Joint](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/33945>

RESOLUTION NO. 3167-314

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING CHARLES P. MCCLENDON FOR NEARLY TWELVE YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, prior to joining the City of Avondale, Charles P. McClendon had a long and illustrious career within municipal government, with a stellar reputation among public administration professionals across the Valley; and

WHEREAS, on September 9, 2002, Charlie joined Avondale when he was hired as Assistant City Manager, working to provide strategic management and direction to City department directors, so as to carry out the City Council's goals and objectives; and

WHEREAS, by a unanimous vote of the City Council, Charlie was promoted to City Manager on November 19, 2004; and

WHEREAS, Charlie enacted the City Council's goals and objectives each year, working closely with City departments to develop solid work plans and strategies to accomplish the Council's vision within the framework of the City's budget; and

WHEREAS, throughout his tenure, Charlie ensured that the City's fiscal condition was strong, so that even through the challenges of a recession, the City continued to provide a high level of service to its residents, always proving to be among the most stable government organizations in Arizona; and

WHEREAS, under Charlie's watch, numerous City infrastructure and development projects took shape, including the Randall McDaniel Sports Complex and Transit Center in Avondale City Center; the redevelopment of Historic Avondale, to include the Sam Garcia Library and the CareFirst Avondale Resource & Housing Center; Fire Stations 173 & 174; the expansion of the Charles Wolf Water Reclamation Facility; Phoenix Children's Hospital; the Coldwater Logistics Center and more; and

WHEREAS, Charlie is known for his strong leadership, communication skills, diplomacy and vision; and

WHEREAS, Charlie hired the most professional Assistant City Managers and Directors to oversee the City's departments, supported staff in their work throughout the organization and encouraged them to try new approaches to improve services; and

WHEREAS, under his leadership, the City was honored as one of the top-ten Digital Cities of America in 2011, 2012 and 2013, when it placed first in the nation for use of technology and innovation to better serve the community; and

WHEREAS, the City Council wishes to express its appreciation for Charlie's hard work and dedication, and to honor him after nearly twelve years of exemplary service to the citizens and employees of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Charles P. McClendon for his loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, March 3, 2014.

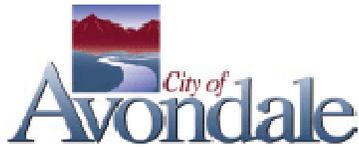
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 3168-314 - Intergovernmental Agreement with the Tolleson Union High School District

MEETING DATE:

March 3, 2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting that the City Council adopt Resolution 3148-1113, authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and the Tolleson Union High School School District of Maricopa County (District) relating to the installation of compound water meters and backflow prevention devices and operation and maintenance of on-site water utility infrastructure, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The District would like to minimize the number of backflow prevention assembly devices (devices) required to meet the City's Cross Connection Program requirements at the Westview High School located at 10850 W. Garden Lakes Parkway. The District has agreed to install certain compound water meters, backflow prevention devices and related appurtenances to serve the School (Improvements).

In order to accomplish this, the District has agreed to assume, subject to the provisions of the IGA, all liabilities and obligations for maintenance and operation of on-site water utility infrastructure now or hereafter installed and serving the School.

The City has agreed to pay certain fees relating to the Improvements and reimburse the District for installation of some of the Improvements as set forth in the IGA.

DISCUSSION:

The proposed IGA establishes the District's and the City's responsibilities. The District will:

- Design a site plan depicting the locations of the two (2) compound meters and backflow devices.
- Obtain approval of the improvement plans from the City Engineering Department.
- Purchase and install two (2) new compound meters in accordance with Development Services permit requirements.
- Purchase and install two (2) new reduced pressure backflow prevention assemblies in accordance with Development Services permit requirements.
- Ensure that the on-site potable water system is protected from cross-connection.
- Remove existing meters and return to the City.
- Paint the on-site fire hydrants red indicating that they are private.
- Restore and replace any vegetation that is disturbed during the completion of the improvements.

- Upon installation of the compound meters and City acceptance, invoice the City for reimbursement of the compound meters in an amount not to exceed \$70,000.
- Be responsible for all costs and expenses associated with the installation, maintenance and operation of the two (2) backflow prevention devices.
- Be responsible for maintenance of all on-site backflow prevention devices and service lines or pipes.

The City will:

- Reimburse the District for the cost of the installation of the two (2) compound meters and any related appurtenances in an amount not to exceed \$70,000.
- Pay the District within 30 days of invoice for installation of the two (2) compound meters and any appurtenances.
- Be responsible for the operation and maintenance of the public water supply, up through and including each compound meter.
- Abandon any and all ownership of, interest in, and responsibility for any water infrastructure located on School property.

BUDGETARY IMPACT:

Funding in the amount of \$70,000, the amount to be reimbursed to the District for the purchase and installation two (2) compound meters is available in the Water Distribution Operation and Maintenance Budget, account number 501-9100-00-7495 (Meters).

RECOMMENDATION:

Staff is requesting that the City Council adopt Resolution 3148-1113 authorizing an Intergovernmental Agreement with the Tolleson Union High School District of Maricopa County relating to the installation of compound water meters and backflow prevention devices and operation and maintenance of on-site water utility infrastructure, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Resolution 3168-314](#)

RESOLUTION NO. 3168-314

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT OF MARICOPA COUNTY RELATING TO THE INSTALLATION OF COMPOUND WATER METERS AND BACKFLOW PREVENTION DEVICES, AND OPERATION AND MAINTENANCE OF ON-SITE WATER UTILITY INFRASTRUCTURE.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District of Maricopa County relating to the installation of compound water meters and backflow prevention devices and the operation and maintenance of on-site water utility infrastructure (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, March 3, 2014.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3168-314

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of March 3, 2014, between the City of Avondale, an Arizona municipal corporation (the “City”), and Tolleson Union High School District of Maricopa County, Arizona, a political subdivision of the State of Arizona (the “District”).

RECITALS

A. The District desires and has agreed to install certain compound water meters, backflow prevention devices and related appurtenances to serve the District’s Westview High School (the “School”), located at 10850 West Garden Lakes Parkway, Avondale, Arizona and improve domestic and fire emergency water service to the School (the “Improvements”).

B. The District has agreed to assume, subject to the provisions of this Agreement, all liabilities and obligations for maintenance and operation of on-site water utility infrastructure now or hereafter installed and serving the School (the “On-Site Maintenance”).

C. The City has agreed to pay certain fees relating to the Improvements and reimburse the District for installation of some of the Improvements as set forth in this Agreement.

D. The District and the City each have funding available from lawfully available sources to provide for each party’s costs associated with this Agreement.

E. The District, as authorized under ARIZ. REV. STAT. §§ 11-951, *et seq.*, and 15-342(13), and the City, as authorized under ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3, desire to enter into this Agreement to establish the parties’ rights and responsibilities with respect to the Improvements and the On-Site Maintenance.

AGREEMENT

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

1. Definitions.

1.1 “Compound Meter” means the concrete vault, lid, meter, piping, valves, operators and all related appurtenances necessary to install a functioning inline compound meter

as depicted on the Meter Detail, attached hereto as Exhibit A and incorporated herein by reference.

1.2 “Backflow Prevention Device” means a reduced pressure backflow prevention device as depicted on City of Avondale Standard Detail No. A1325, except that the List of Materials note 1, “Approved double check valve backflow prevention device,” shall be removed and replaced with, “Reduced pressure backflow prevention device as certified by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research”; provided, however, that all other notes in City of Avondale Standard Detail No. A1325 shall remain as attached hereto as Exhibit B and incorporated herein by reference.

2. Term. The term of this Agreement shall be from the date first set forth above until February 3, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

3. District’s Obligations. The District shall:

3.1 Site Plan. Design a site plan for the installation and incorporation of the two Compound Meters and two Backflow Devices into the existing water utility infrastructure serving the School (the “Site Plan”). The Site Plans shall depict the locations of the Compound Meters as described in subsection 3.3 below and the Backflow Devices as described in subsection 3.4 below. Upon completion of the Site Plan and upon review and acceptance of the same by the City the Site Plan shall be attached hereto as Exhibit D and incorporated herein by reference.

3.2 Approvals. Prior to the commencement of and upon completion of the Improvements, obtain the required permits, plan reviews, inspections, flow tests and approvals from the City Engineering Department and the City Fire Department.

3.3 Compound Meter Installation. Purchase and install two new Compound Meters and all related appurtenances, if any, one of which one shall be installed in the public right-of-way generally near the southeast corner of the Garden Lakes Parkway and Westview High School Driveway and one of which shall be installed in the public right-of-way generally located southeast corner of Garden Lakes Parkway and Poinsettia Drive as depicted on the Map, attached hereto as Exhibit C and incorporated herein by reference and in accordance with the Site Plan attached hereto as Exhibit D, this Agreement and with such requirements as the City may determine.

3.4 Backflow Prevention Device Installation. Purchase and install two new Backflow Prevention Devices and related appurtenances, if any, which shall be installed in or upon a portion of the real property upon which the School is situated and most nearly adjacent to said Compound Meters described in subsection 3.3 above and as depicted on the Map attached hereto as Exhibit C and in accordance with the Site Plan, attached hereto as Exhibit D, this Agreement and any such requirements as the City may determine.

3.5 Cross Contamination. Ensure that the on-site potable water system is protected from cross-contamination. The District acknowledges the potential hazard for cross-

contamination to the private water supplies and shall be responsible for the prevention of on-site cross-contamination.

3.6 Existing Meters. Remove, as necessary for the Improvements, the existing meters on site and install as necessary, a jumper at the locations where the meters were previously located. The District shall return all meters removed to the City.

3.7 Painting of Fire Hydrants. Upon completion of the Improvements and at the District's sole cost and expense, the District shall paint the applicable fire hydrants red, indicating that such fire hydrants are private and no longer public.

3.8 Vegetation. Upon completion of the Improvements, at its sole cost and expense, restore and replace any onsite vegetation that is disturbed during the completion of the Improvements.

3.9 Invoice City for Limited Reimbursement. Upon completion of installation and upon acceptance by the City of those Compound Meters which are to be installed as set forth in the Site Plan, attached hereto as Exhibit C, invoice the City for limited reimbursement of the District for installation of said Compound Meters and related appurtenances in an amount not to exceed \$35,000 per Compound Meter for a total not to exceed \$70,000.

3.10 District's Responsibility for Costs. Be responsible for all costs and expenses associated with the (A) purchase, installation, maintenance and operation of both Backflow Prevention Devices described in this Agreement and (B) purchase and installation of the two Compound Meters and any related appurtenances, which costs are above and beyond the City's reimbursement obligations described below. Any cost overruns or change orders associated with the Improvements shall be the responsibility of the District.

4. City's Obligations. The City shall:

4.1 Limited Installation Reimbursement. Reimburse the District for the cost of installation of the two Compound Meters and any related appurtenances, one of which shall be installed in the public right-of-way generally near the southeast corner of the Garden Lakes Parkway and Westview High School Driveway and one of which shall be installed in the public right-of-way generally located at the southeast corner of Garden Lakes Parkway and Poinsettia Drive of the real property upon which School is situated, in an amount not to exceed \$35,000 per Compound Meter for a total amount not to exceed \$70,000.

4.2 Payment. Pay the District within 30 days of invoice for installation of the two Compound Meters and any related appurtenances as described in subsection 4.1, so long as the installation has been approved and accepted by the City.

4.3 Existing Meters. Retrieve from the District any existing meters that were removed by the District during the Improvements.

4.4 Water Service. Operate and maintain the public water supply through and including the Compound Meters.

5. Existing On-Site Improvements Abandoned. Upon acceptance of the Compound Meters by the City, the City hereby permanently abandons any and all ownership of, interest in and responsibility for any water utility infrastructure, including, without limitation, water meters, water pipes and water service lines, located on or in the School and real property upon which the School is located.

6. Maintenance.

6.1 City Maintenance. Upon acceptance of the Compound Meters by the City, the City shall maintain all water main lines from the public water system through the Compound Meters. This subsection shall survive the termination of this Agreement.

6.2 District Maintenance. The District shall be responsible for all On-Site Maintenance at District's sole cost and expense, which shall include, without limitation, maintenance of all Backflow Prevention Devices, any portion of the water service lines or pipes extending from the Compound Meters to the Backflow Prevention Devices and any water utility infrastructure now or hereafter installed or located in, upon or across the real property upon which the School is located. This subsection shall survive the termination of this Agreement.

7. Insurance.

7.1 Coverage. The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

7.2 Additional Insured. The District shall require any consultant, contractor or subcontractor whom it may engage in the performance of any obligations arising under this Agreement to provide the City with insurance coverage under such policies and in such amounts as the City may require in its sole and absolute discretion.

8. Further Acts. Each of the Parties hereto shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

9. Termination. In addition to any lawfully available remedies for breach of this Agreement, this Agreement may be terminated by either party with or without cause by providing the other party with not less than 60 days' written notice of its intention to terminate this Agreement. To the extent necessary, within ten working days of termination of this Agreement, all property not otherwise disposed of per the terms of this Agreement shall be returned to its original owner.

10. Conflict of Interest. Each party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under ARIZ. REV. STAT. § 38-511.

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

12. Miscellaneous.

12.1 Independent Contractor. The District acknowledges and agrees that the services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The District, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the District, its employees or subcontractors. The District, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the District meets the requirements of its agreed services. The City and the District do not intend to nor will they combine business operations under this Agreement.

12.2 Applicable Law; Venue. This Agreement shall be governed under the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts located in Maricopa County, Arizona.

12.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the District and the City.

12.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

12.5 Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remaining terms shall remain effective, provided that the elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

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

12.7 Assignment. Neither party may assign, sublet, mortgage or encumber any right or interest under this Agreement without the prior written consent of the other party, which either party may withhold in its absolute and sole discretion.

12.8 Subcontracts. No subcontract shall be entered into by the District with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The District is responsible for performance under this Agreement whether or not subcontractors are used.

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

12.10 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the District: Tolleson Union High School District
9419 West Van Buren Street
Tolleson, Arizona 85353
Attn: Dr. Lexi Cunningham, Superintendent

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.11 Time is of the Essence. Time is of the essence with regard to the performance of all of the parties' obligations under this Agreement.

12.12 Nondiscrimination. Each party agrees to comply with all applicable federal, state, county, and city laws, ordinances and regulations. Neither party shall discriminate in its activity under this Agreement against any worker, employee, student or any member of the public because of race, creed, color, religion, sex or national origin.

12.13 E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the City, the District and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either party under the terms of this Agreement. The City and the District each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

12.14 Waivers. No provision of this Agreement may be waived or modified, except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

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

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

13. Indemnification. To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party and each council member, board member, officer, employee or agent thereof (any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the other party, its officers, employees, agents or any tier of subcontractor in the performance of this Agreement.

14. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

TOLLESON UNION HIGH SCHOOL
DISTRICT OF MARICOPA
COUNTY, ARIZONA, a political
subdivision of the State of Arizona

By: _____
Marie Lopez Rogers, Mayor

By: _____
Dr. Lexi Cunningham, Superintendent

Date: _____

Date: _____

ATTEST:

Carmen Martinez, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

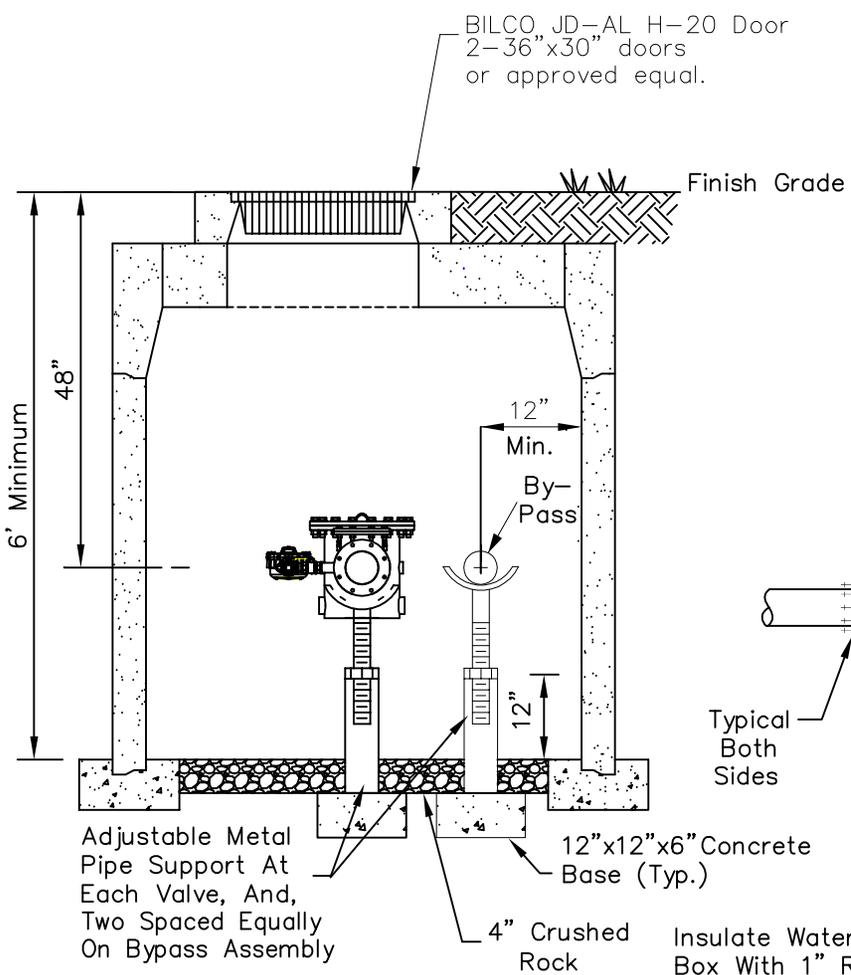
Andrew J. McGuire
Attorney for the City

Name: _____
Attorney for the District

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE

[Meter Detail]

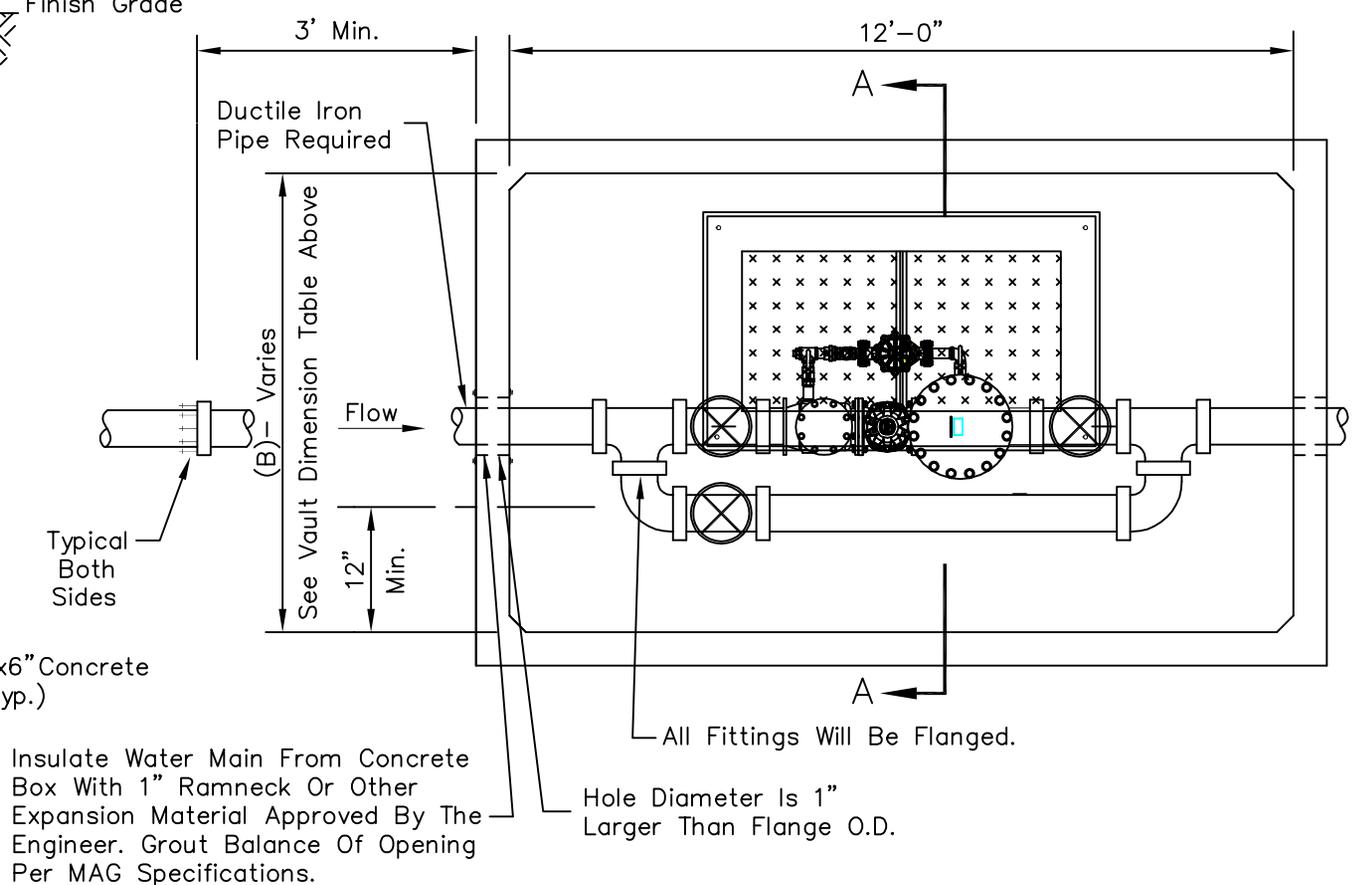
See following pages.



SECTION A-A

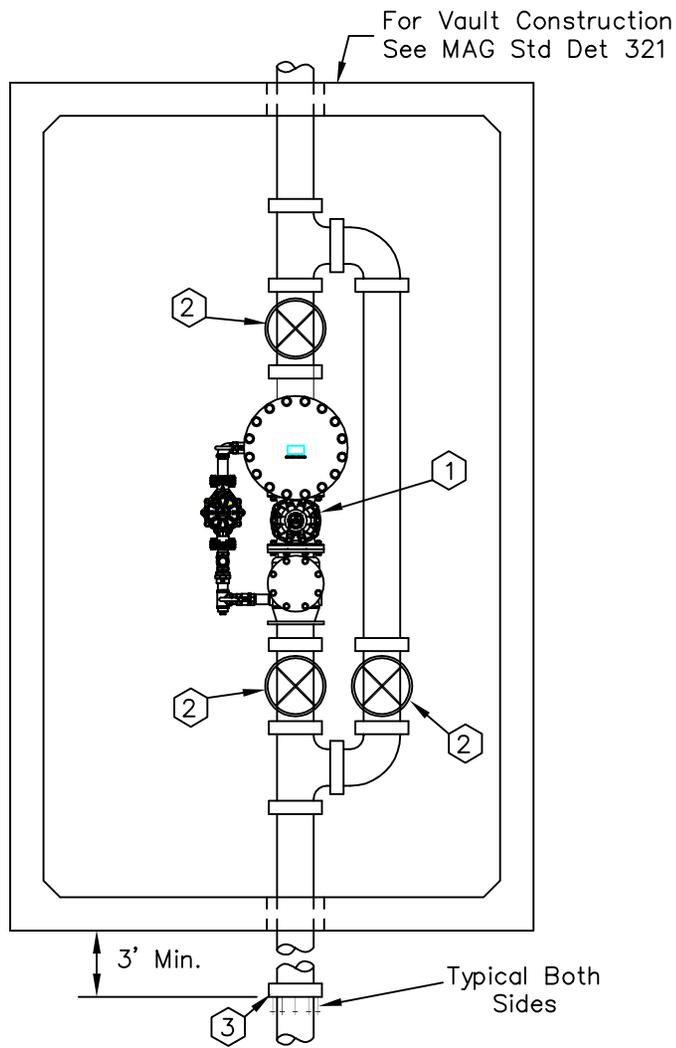
NOTE: Meter Vaults To Be Pre-Cast Concrete Unless Otherwise Approved By Water Operations. See MAG Std Detail 321 For Vault Construction.

VAULT DIMENSION TABLE		
MAIN SIZE	6"	8"
(A)	12'-0"	12'-0"
(B)	6'-0"	8'-0"



VAULT INSTALLATION

PLAN



KEY NOTES

- ① Turbine Meter (High flow/Low flow) Badger FSAA-01, AMCO FSM 3 or approved equal.
- ② Resilient Wedge Gate Valve, Flanged, With Hand Wheel, Open Left, With Non-Rising Stem.
- ③ Adaptor

NOTES

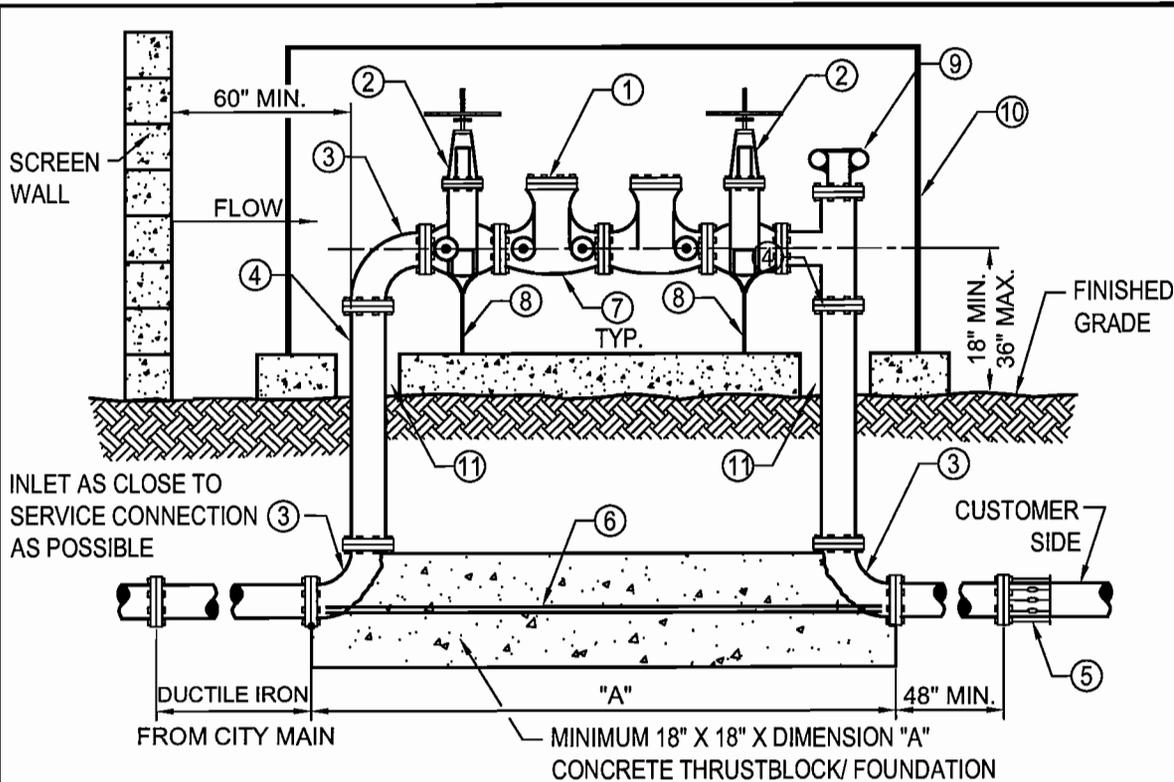
- 1. For Larger Meters Special Vault Design Is Required.
- 2. Use Of Remote Reading Device At Option Of Utility.
- 3. An Approved Backflow Prevention Assembly Shall Be Required Downstream Of The Water Meter. See COA STD. DET. A1325

COMBINATION DOMESTIC/
FIRE LINE METER

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE

[Backflow Prevention Device]

See following page.



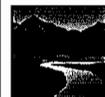
LIST OF MATERIALS

- ① APPROVED DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY.
- ② RESILIENT SEATED O.S. & Y GATE VALVE.
- ③ 90° ELL. FLANGED D.I.P. 4" THRU 10"
- ④ PIPE SPOOL. FLANGED D.I.P. 4" THRU 10"
- ⑤ FLANGED ADAPTER (WHEN REQUIRED)
- ⑥ 3/4" ZINC COATED THREADED ROD, BOLT TO FLANGES AS SHOWN, TYPICAL BOTH SIDES
- ⑦ TEST COCKS WITH BRASS PLUGS OR ADAPTERS WITH CAPS INSTALLED (4 REQUIRED)
- ⑧ ADJUSTABLE INDUSTRIAL GRADE METAL PIPE SUPPORTS (PER CITY APPROVAL), AND HARDWARE, MOUNTED TO CONCRETE SLAB.
- ⑨ FIRE DEPARTMENT CONNECTION CONSISTING OF TWO 2.5" FEMALE INLETS WITH NATIONAL STANDARD FIRE THREAD, BREAKAWAY COVERS, AND CHECK VALVE.
- ⑩ INSTALL 6" THICK CONCRETE PAD, ENCLOSURE, AND HARDWARE. ENCLOSURE SHALL BE A GUARD SHACK GS-8 MODEL OR APPROVED EQUAL.
- ⑪ BLOCK OUT CONCRETE SLAB TO ACCOMMODATE PIPE AND FLANGE DIAMETER.

NOTES:

- 1. CONTACT THE CITY OF AVONDALE WATER RESOURCES DEPARTMENT FOR LATEST LIST OF APPROVED BACKFLOW PREVENTION ASSEMBLIES OR CERTIFIED TESTERS.
- 2. BACKFLOW PREVENTERS MUST BE TESTED BY A CERTIFIED TESTER BEFORE FINAL APPROVAL IS ISSUED.
- 3. BACKFLOW PREVENTERS SHALL BE PAINTED LIGHT TAN OR A COLOR TO MATCH THE BUILDING OR SCREEN WALL. FIRE DEPARTMENT CONNECTION SHALL BE PAINTED RED. DO NOT PAINT THE NAME PLATE OR ANY BRASS PARTS ON THE ASSEMBLY.
- 4. SCREENING WALL, GUARD POSTS (IF REQUIRED BY FIRE DEPARTMENT) AND LANDSCAPING MATERIALS SHALL MAINTAIN A MINIMUM 36 INCH CLEARANCE FROM THE ASSEMBLY.
- 5. FINISHED GRADE UNDERNEATH THE BACKFLOW PREVENTER SHALL BE AT 95% COMPACTION.
- 6. CALL CITY OF AVONDALE ENGINEERING DEPARTMENT A MINIMUM OF 24-HOURS IN ADVANCE FOR UNDERGROUND INSPECTION BEFORE BACK FILLING TRENCH.
- 7. TAMPER SWITCHES ON EACH VALVE TIED TO THE BUILDING FIRE ALARM SYSTEM SHALL BE IN ACCORDANCE WITH FIRE DEPARTMENT POLICY.
- 8. DETECTABLE MARKING TAPE TO BE APPROVED BY THE CITY OF AVONDALE FIRE DEPARTMENT TO BE PLACED ALONG THE FULL LENGTH OF THE FIRE LINE ON THE CUSTOMER SIDE FROM THE BACKFLOW/FIRE DEPARTMENT CONNECTION ASSEMBLY TO THE BUILDING IS REQUIRED.
- 9. BACKFLOW PREVENTION/FIRE DEPARTMENT CONNECTION ASSEMBLY SHALL BE LOCATED WITHIN 150 FEET OF A FIRE HYDRANT THAT IS ATTACHED DIRECTLY TO A CITY MAIN.
- 10. IDENTIFICATION TAGS OR SIGNS IDENTIFYING THE OCCUPANCY OR OCCUPANCIES SERVED BY THE ASSEMBLY MAY BE REQUIRED AT THE DISCRETION OF THE FIRE DEPARTMENT.

DETAIL NO.
A1325



**CITY OF AVONDALE
STANDARD DETAIL**

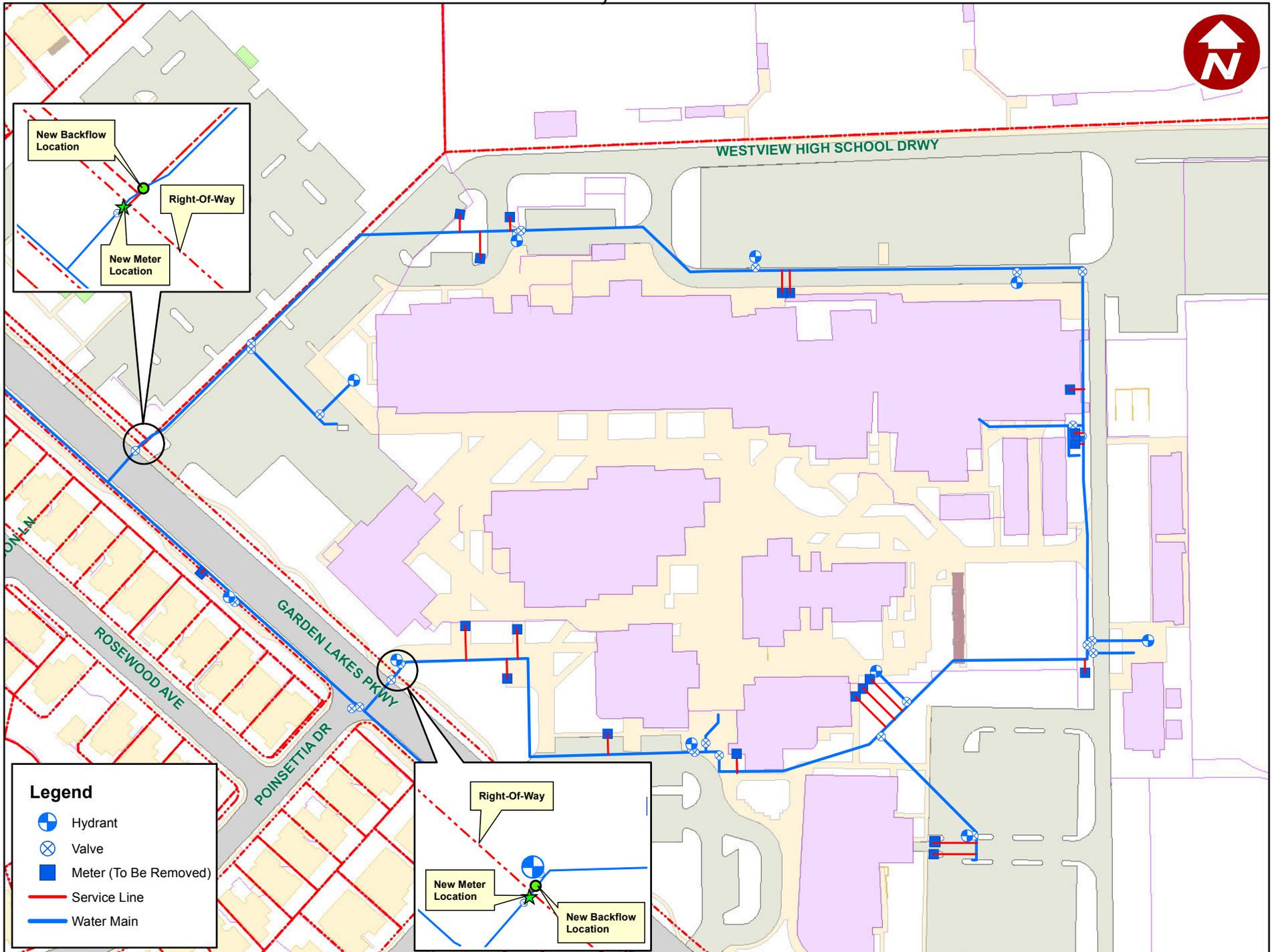
**FIRE PROTECTION DOUBLE CHECK VALVE
BACKFLOW PREVENTION ASSEMBLY
4 INCHES THRU 12 INCHES**

APPROVED BY:
Daniel W. Fitzhugh
DATE:
04-07-08

EXHIBIT C
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE

[Map]

See following page.



Legend

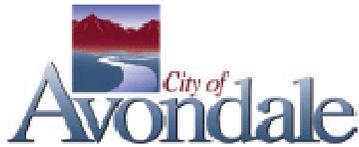
- Hydrant
- Valve
- Meter (To Be Removed)
- Service Line
- Water Main

Westview High School Water Exhibit

EXHIBIT D
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE

[Site Plan]

To be attached upon City's acceptance of Site Plan.



CITY COUNCIL REPORT

SUBJECT:

Resolution 3170-314 - Intergovernmental Agreement with the City of Phoenix for Sharing of Telecommunications Facilities

MEETING DATE:

March 3, 2014

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police (623) 333-7207

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff request the City Council adopt a resolution authorizing an Intergovernmental Agreement with the City of Phoenix for the shared use of telecommunications facilities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The RWC is an independent, multi-jurisdictional organization which manages and operates a regional radio communications network built to seamlessly serve the interoperable communication needs of first responders and other municipal radio users in and around Central Arizona's Valley of the Sun. The RWC has expanded to service a still growing list of twenty (20) cities, towns, and fire districts along with many other area entities who serve public safety needs. The RWC was formed through a governance structure founded on the principle of cooperation for the mutual benefit of all members.

The scope of the IGA supports the shared ongoing use of communications sites then owned and / or operated by the City of Avondale for a period of ten (10) years with an option to extend for one additional ten (10) year period. The City of Avondale, as a member of the RWC, will be reimbursed for any rental, utility or other related expenses for communication sites that the city leases in support of the RWC.

DISCUSSION:

This proposed Intergovernmental Agreement (IGA) between the City of Phoenix and the City of Avondale is for the shared use of telecommunications facilities between the two cities. Included as a supplement to the IGA is a "Site Specific Supplement" that relates to actual installation and sharing of the microwave equipment connecting Avondale Police Dispatch to the Regional Wireless Cooperative (RWC), with Phoenix acting as the Administrative Managing Member of the RWC.

BUDGETARY IMPACT:

There is not a direct fiscal impact due to the Site Sharing Agreement itself.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the City of Phoenix for the shared use of telecommunications facilities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Resolution 3170-314](#)

RESOLUTION NO. 3170-314

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE SHARING OF TELECOMMUNICATIONS FACILITIES.

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

SECTION 1. The Intergovernmental Agreement (the “Agreement”) with the City of Phoenix for the sharing of telecommunications facilities relating to the Regional Wireless Cooperative Network is hereby approved in substantially the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, March 3, 2014.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3170-314

[Agreement]

See following pages.

Space above this line for Recorder's use only

**INTERGOVERNMENTAL AGREEMENT (IGA)
FOR SHARING OF TELECOMMUNICATIONS FACILITIES
BETWEEN
THE CITY OF PHOENIX, IGA No. _____
AND
THE CITY OF AVONDALE, IGA No. _____**

This Intergovernmental Agreement (IGA) is made and entered into and is effective on the date of the last signature below ("Effective Date"), by and between the City of Phoenix, an Arizona municipal corporation (PHOENIX), and the City of Avondale, an Arizona municipal corporation (AVONDALE). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY."

RECITALS

WHEREAS PHOENIX and AVONDALE have the power to execute intergovernmental agreements pursuant to A.R.S. Section 11-952; and

WHEREAS PHOENIX is empowered to enter into this IGA pursuant to Chapter 2, Section 2 of the Phoenix City Charter and has delegated, to the undersigned, the authority to execute this IGA; and

WHEREAS AVONDALE is empowered to enter into this IGA pursuant to Avondale City Charter and has delegated, to the undersigned, the authority to execute this IGA, and

WHEREAS PHOENIX and AVONDALE have agreed to participate in sharing of telecommunications facilities and/or services owned and/or operated by each agency under the conditions set forth in this IGA; and with each other for mutual benefit and to facilitate collaboration with each other,

IT IS HEREBY AGREED, by and between the AGENCIES, as follows:

1. Definitions:

- 1.1. "Telecommunications Facility" (Facility) or in the plural "Telecommunications Facilities" (Facilities) shall mean existing telecommunications tower(s) and building(s) or space for buildings located at or near the base of the existing tower to house equipment.
- 1.2. "Site-Specific Application" (Application) shall mean the requesting AGENCY's application to locate specific telecommunications equipment and material within or on the host AGENCY's Facility, including any applicable exhibits. The Application shall be completed by the requesting AGENCY and approved by the host AGENCY prior to installation of equipment.
- 1.3. "*Supplemental Site-Specific Application*" shall mean any subsequent Application that may, upon the host AGENCY's approval, be appended to this IGA. All Supplemental Applications to this IGA will be governed by the terms of this IGA.

2. Facilities Ownership:

- 2.1. The host AGENCY grants the requesting AGENCY use of the Facility in accordance with the terms of this IGA.
- 2.2. The host AGENCY shall be the owner, operator and/or lessee of the Facility.

-
- 2.3. The requesting AGENCY shall be the owner of the communications equipment installed within or on the Facility.
3. **Term:** The term of this IGA shall commence on the Effective Date and end on March 31, 2024.
4. **Option to Extend:** This IGA may be renewed for one (1) additional ten (10) year term under the same terms and conditions as stated in this IGA and any intervening amendments thereof. Either AGENCY shall give the other AGENCY written notice of its intention to renew this IGA at least ninety (90) days prior to the expiration of this IGA.
5. **Frequency Licensing and Protection:**
- 5.1. Each AGENCY shall ensure it is operating telecommunications equipment at the site in compliance with current licenses issued by the Federal Communications Commission (FCC).
- 5.2. In the event that interference issues arise with either AGENCY's equipment and it is determined that the interfering AGENCY is in compliance with its FCC license, then both AGENCIES will cooperate and work together to equitably resolve the problem per established FCC guidelines.
- 5.3. Each AGENCY shall be responsible for resolving interference problems generated by its equipment which affect existing frequencies employed by the other AGENCY, and shall bear the cost of such resolution.
6. **Rights-of-Way:** The AGENCIES will cooperate with each other in obtaining any necessary consents or rights-of-way should the underlying ownership to the site be in a person other than one of the AGENCIES.
7. **Reciprocal Use, Rights, and Obligations:**
- 7.1. Subject to the terms of this IGA, the host AGENCY agrees to allow the requesting AGENCY to use its Telecommunications Facilities without a usage fee, where, a) such use is acceptable to the host AGENCY; b) there is sufficient space, power, tower capacity and future growth for these items; and c) the requested usage would not cause substantial interference with the telecommunications operations or service of the host AGENCY; or d) prohibited by this or other agreements.
- 7.2. Each AGENCY shall have its transmitter frequencies examined by the telecommunications manager for the facility where the installation is to take place to detect any potential cause of interference at the telecommunications site. Transmitters shall employ isolators, circulators, resonant cavities and other devices to reduce interference as state-of-the-art and good engineering practices dictate.
- 7.3. The host AGENCY shall take reasonable precautions to protect the requesting AGENCY'S equipment located at the facility, but shall not be responsible for damage to, or loss of, such equipment whether by fire, theft or otherwise unless caused by negligence of the host AGENCY.
- 7.4. Each AGENCY shall be responsible for obtaining and maintaining any licenses required by the Federal Communications Commission for that AGENCY'S telecommunications equipment.
- 7.5. Private vendor(s) on contract with an AGENCY shall be escorted by an employee of that AGENCY when working at the telecommunications site.
8. **Site-Specific Supplementals:** Whenever either AGENCY desires to share telecommunications facilities owned and/or operated by the other AGENCY, such AGENCY shall give the other written

notification specifying the site and the character of the equipment which the requesting AGENCY desires to install at the site. If the other AGENCY accepts the request, the AGENCIES shall then enter into a site-specific supplemental agreement which shall set forth all relevant terms and conditions with respect to the site Supplemental Agreement. Each of these site-specific Supplemental Agreements shall make reference to this IGA and become supplements to this IGA. The AGENCIES will cooperate with each other in obtaining any necessary consents or rights-of-way should the underlying ownership to the site be a person other than one of the AGENCIES to this IGA.

9. **Removal of Equipment:** Upon expiration or termination of this IGA, the requesting AGENCY shall remove all of its equipment and, if requested by the host AGENCY, restore the property to its pre-existing condition.
10. **Maintenance:** Communications equipment installed at the site shall be maintained by the owner of the equipment, unless otherwise agreed to per a respective Site-Specific Supplement. The host AGENCY shall provide 24-hour-per-day access to the site by the requesting AGENCY for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either AGENCY that may affect the other AGENCY's equipment or network systems shall be coordinated between the AGENCIES prior to the start of work. Because this equipment supports public safety operations, network service interruptions shall be kept to an absolute minimum.
11. **Consulting Fees:** Any consulting fees incurred shall be paid by the AGENCY employing the consultant.
12. **Successors and Assigns:** This IGA shall be binding upon the AGENCIES and upon their successors. An AGENCY may assign its rights or obligations under this IGA only upon written approval of the other AGENCY.
13. **Modification:** Any amendment or modification of this IGA shall be in writing and shall be effective only after signature of each of the AGENCIES. In the event of any conflict in the provisions of this IGA and any Site-Specific Application, the provisions of the Application shall control.
14. **Notice:** Any notice, consent or other communication required or permitted under this IGA shall be in writing and: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent by facsimile transmission; (4) deposited with any commercial air courier or express service; or (5) deposited in the United States mail. Notices shall be addressed as follows:

If to Phoenix	Kim Engle, Management Assistant I Regional Wireless Cooperative 200 West Washington Street, 12 th Floor Phoenix, AZ 85003 Telephone: (602) 534-3781 E-mail: kim.Engle@phoenix.gov	Roza Ferdowsmakan, Assistant City Attorney City of Phoenix Office of the City Attorney 200 West Washington, 13th Floor Phoenix, AZ 85003-1611 Telephone: (602) 262-6761 E-mail: roza.ferdowsmakan@phoenix.gov
If to Avondale	City Manager City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Telephone: (623) 333-1000 E-mail: emailcitymanagersoffice@avondale.org	Andrew J. McGuire, Esq GUST ROSENFELD, P.L.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Telephone: (602) 257-7664 E-mail: amcguire@gustlaw.com

Notice shall be deemed received: (1) at the time it is personally served; (2) upon receipt of return receipt from e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express service; or (5) if mailed, ten (10) business days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either AGENCY

may change its mailing address, telephone or FAX number, or the person to receive the notice, by notifying the other AGENCY as provided in this Section.

Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

- 15. Termination:** The host AGENCY may terminate this IGA or the requesting AGENCY'S use of any facility at any time by giving no less than three hundred sixty-five (365) calendar days' written notice to the requesting AGENCY. The requesting AGENCY may terminate this IGA or its use of the host AGENCY's facility at any time by giving no less than ninety (90) calendar days' written notice to the host AGENCY. In the event this IGA is terminated, all Site-Specific Applications will terminate automatically on the same date as the termination of this IGA. To the extent any disposition of property is necessary upon termination of this IGA, property shall be returned to its original owner.
- 16. Transactional Conflicts of Interest:** Each AGENCY acknowledges that this IGA is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- 17. Governing Law:** This IGA shall be construed and interpreted in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties herein have caused this IGA to be executed in duplicate originals.

CITY OF AVONDALE, a municipal corporation
David W. Fitzhugh, Acting City Manager

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: _____

By: _____

Title: Acting City Manager

David A. Felix
Executive Director, Regional Wireless
Cooperative

Date: _____

Date: _____

APPROVED AS TO FORM:

In accordance with A.R.S. Sec, 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Avondale under the laws of the State of Arizona.

APPROVED AS TO FORM:

In accordance with A.R.S. Sec, 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

City Attorney

Assistant City Attorney

ATTEST:

ATTEST:

City Clerk

City Clerk

Space above this line for Recorder's use only

**SITE SPECIFIC SUPPLEMENT NO. 001
INTERGOVERNMENTAL AGREEMENT (IGA)
FOR SHARING OF TELECOMMUNICATIONS FACILITIES
BETWEEN
THE CITY OF PHOENIX, IGA No. _____
AND
THE CITY OF AVONDALE, IGA No. _____**

This Site Specific Supplement 001 to Intergovernmental Agreement (IGA) No. _____ and _____, respectively, is made and entered into and is effective on the date of the last signature below ("Effective Date"), by and between the City of Phoenix, an Arizona municipal corporation (PHOENIX), and the City of Avondale, an Arizona municipal corporation (AVONDALE). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY." The AGENCIES enter into this Site Specific Supplement which shall be Supplement No. 001. All of the capitalized terms not otherwise defined in this Site Specific Supplement 001 to IGA have the same meanings as contained in the Amended and Restated Intergovernmental Agreement to Plan, Design, Construct, Operate, Maintain and Finance the Regional Wireless Cooperative Network and its corresponding Exhibit A, with an October 22, 2008 effective date.

1. SITE:

- 1.1. Avondale Police Dispatch 11485 W. Civic Center Dr., Avondale, AZ 85323, (Lat 33°, 26', 34.6" N, Long 112°, 18', 16.7" W). AVONDALE, the property licensee, grants PHOENIX permission to use the existing property for the installation of Regional Wireless Cooperative (RWC) Microwave equipment, to connect Avondale Police Dispatch into the RWC Network.
- 1.2. AVONDALE grants PHOENIX permission to occupy sufficient space for the microwave, and the battery backup or UPS system which supports it, and space on the roof for one microwave dish.

2. FACILITY OWNERSHIP: AVONDALE owns and operates this facility. If this agreement is ever terminated, PHOENIX shall be responsible to remove all its equipment and restore the property to its pre-existing condition as agreed upon by AVONDALE.

3. EQUIPMENT OWNERSHIP: AVONDALE shall own and maintain all console equipment. AVONDALE shall submit a letter of transfer for the microwave and network equipment listed in Exhibit A to the RWC Board of Directors for approval and acceptance. Once approved by AVONDALE and the RWC, PHOENIX, on behalf of the RWC, as Administrative Managing Member, shall own and maintain, all microwave and network equipment listed in Exhibit A.

AVONDALE retains ownership of all other console, logging recorder, control stations and ancillary equipment.

4. FREQUENCY USE:

- 4.1. Frequency Licensing: As stipulated in the IGA, each agency is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC).

4.2. Frequency Protection:

4.2.1.PHOENIX shall be responsible for resolving interference problems generated by new PHOENIX-owned equipment which may affect existing frequencies employed by AVONDALE, and shall bear the cost of such resolution. PHOENIX will not be responsible for interference to AVONDALE equipment from PHOENIX equipment that exists at the time any new AVONDALE equipment is added. PHOENIX also agrees to work with AVONDALE to resolve any potential interference problems between their respective systems.

4.2.2.AVONDALE shall be responsible for resolving interference problems generated by new AVONDALE-owned equipment which may affect existing frequencies employed by PHOENIX, and shall bear the cost of such resolution.

4.2.3.PHOENIX and AVONDALE shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). In the event that interference issues arise with either AGENCY'S equipment and it is determined that the interfering party is in compliance with their FCC license then both AGENCIES will cooperate and work together to equitably resolve the problem per established FCC guidelines.

4.3. Equipment/Frequency Assignment:

4.3.1.The site will contain the following Microwave equipment:

MICROWAVE EQUIPMENT/FREQUENCIES:

- Avondale Police Dispatch to Cashion Tower, Avondale – Motorola 8T, PTP Microwave Radio at 17745.0000 GHz (Avondale Police Dispatch) and at 19305.0000 GHz (Cashion Tower)

5. **REMOVAL OF EQUIPMENT:** PHOENIX will remove all PHOENIX/RWC-owned equipment from AVONDALE property and return the property to its original condition upon termination of this agreement by either AGENCY.
6. **MAINTENANCE AND RESPONSIBILITY:** Maintenance of equipment, and various site responsibilities are delineated in the attached Exhibit B. AVONDALE shall provide reasonable 24 hour/day access to the site by PHOENIX personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either AGENCY that may affect the other AGENCY'S equipment or network systems shall be coordinated between the AGENCIES prior to the start of such work. Because this equipment supports Public Safety Operations, network service interruptions shall be kept to an absolute minimum.
7. **COMPENSATION:** There will be no charge for the microwave system in support of the AVONDALE dispatch function at this facility.
8. **TERM:** The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
9. **OPTION TO EXTEND:** This SUPPLEMENT will automatically renew upon the renewal of the underlying Agreement.
10. **TERMINATION:** AVONDALE OR PHOENIX may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the IGA.

IN WITNESS WHEREOF, the parties herein have caused this IGA Site Specific Supplement No. 001 to be executed in duplicate originals.

CITY OF AVONDALE, a municipal corporation
David W. Fitzhugh, Acting City Manager

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: _____

By: _____

Title: Acting City Manager

David A. Felix
Executive Director, Regional Wireless
Cooperative

Date: _____

Date: _____

APPROVED AS TO FORM:

In accordance with A.R.S. Sec, 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Avondale under the laws of the State of Arizona.

APPROVED AS TO FORM:

In accordance with A.R.S. Sec, 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

City Attorney

Acting City Attorney

ATTEST:

ATTEST:

City Clerk

City Clerk

Exhibit A
Network and Microwave Equipment Transferred to the RWC by Avondale

Equipment Description	Model	Serial	Qty	Unit Price	Extended Price
ADD: QTY (1) SITE CONTROLLER	CA00303AA	N/A	1	\$4,250.00	\$4,250.00
ADD: NM/ZC LICENSE KEY 7.11	CA00996AJ	N/A	1	\$750.00	\$750.00
ADD: NM/ZC LICENSE KEY 7.11	CA00996AJ	N/A	1	\$750.00	\$750.00
ADD: UCS LICENSE KEY 7.11	CA00997AJ	N/A	1	\$750.00	\$750.00
ADD: UCS LICENSE KEY 7.11	CA00997AJ	N/A	1	\$750.00	\$750.00
MCC7500 / MCC7100 CONSOLE LICENSES	CA01225AB	N/A	2	\$3,750.00	\$7,500.00
2620-24 ETHERNET SWITCH	CLN1856	CN36DRR054	1	\$1,442.25	\$1,442.25
2620-24 ETHERNET SWITCH	CLN1856	CN36DRR09D	1	\$1,442.25	\$1,442.25
2620-24 ETHERNET SWITCH	CLN1856	147CPX3695	1	\$1,442.25	\$1,442.25
2620-24 ETHERNET SWITCH	CLN1856	147CPX3696	1	\$1,442.25	\$1,442.25
DSXI 56 POSITION 1-28AB, FRONT BELO	DSDIN2GU1	N/A	1	\$1,173.75	\$1,173.75
DSXI 56 POSITION 1-28AB, FRONT BELO	DSDIN2GU1	N/A	1	\$1,173.75	\$1,173.75
MASTER SITE UPGRADE MODEL	SQM01SUM0200	877CPZ0011	1	\$0.00	\$0.00
MASTER SITE UPGRADE MODEL	SQM01SUM0200	877CPZ0013	1	\$0.00	\$0.00
GGM 8000 GATEWAY	SQM01SUM0205	147CPX3694	1	\$2,692.20	\$2,692.20
GGM 8000 GATEWAY	SQM01SUM0205	147CPX3693	1	\$2,692.20	\$2,692.20
GGM 8000 GATEWAY (SPARE)	SQM01SUM0205	147CPX3682	1	\$2,692.20	\$2,692.20
GCP 8000 SITE CONTROLLER	T7038	112CPZ0089	1	\$2,550.00	\$2,550.00
JUNIPER/FIREWALL GATEWAY	T7376	147CPX3670	1	\$769.20	\$769.20
JUNIPER FIREWALL RECOVERY MEDIA	T7413	877CPX0308	1	\$37.50	\$37.50
ENH: USER CONFIGURATION MANAGER (UC	Z802AF	N/A	1	\$3,750.00	\$3,750.00
CABLE GROUNDING KITS FOR 1/4 INCH A	DS01010419001	N/A	2	\$22.10	\$44.20
50 OHM BRAIDED COAXIAL CABLE - 75 M	DS30010194001	N/A	1	\$340.00	\$340.00
ODU-B 18GHZ, TR1560, LO, B3	DS85009318001	218KPWA575	1	\$2,386.80	\$2,386.80

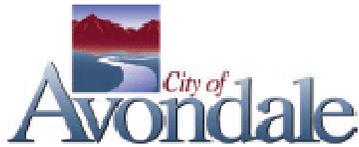
ODU-B 18GHZ, TR1560, LO, B3	DS85009318001	218KPWA566	1	\$2,386.80	\$2,386.80
ODU-B 18GHZ, TR1560, HI, B3	DS85009318002	218KPYA894	1	\$2,386.80	\$2,386.80
ODU-B 18GHZ, TR1560, HI, B3	DS85009318002	218KPWA568	1	\$2,386.80	\$2,386.80
2FT HP ANTENNA, 17.70 - 19.70 GHZ,	DS85010089042	13US461809509	1	\$850.00	\$850.00
2FT HP ANTENNA, 17.70 - 19.70 GHZ,	DS85010089042	13US461809503	1	\$850.00	\$850.00
PTP810 MMU STANDARD, 2XFE + 16XE1/T	DSC000081M001A	9008510112	1	\$2,337.50	\$2,337.50
PTP810 MMU STANDARD, 2XFE + 16XE1/T	DSC000081M001A	9008510256	1	\$2,337.50	\$2,337.50
PTP810 MMU STANDARD, 2XFE + 16XE1/T	DSC000081M001A	8458512036	1	\$2,337.50	\$2,337.50
TNC MALE RIGHT ANGLE FOR CNT-400 BR	DSN000081L006	N/A	2	\$22.10	\$44.20
TNC MALE RIGHT ANGLE FOR CNT-400 BR	DSN000081L006	N/A	1	\$22.10	\$22.10
COAXIAL CABLE INSTALLATION ASSEMBLY	DSWB3616A	N/A	2	\$212.50	\$425.00
COAXIAL CABLE INSTALLATION ASSEMBLY	DSWB3616A	N/A	1	\$212.50	\$212.50
LPU END KIT PTP800 (1 KIT REQUIRED	DSWB3657A	N/A	1	\$297.50	\$297.50
LPU END KIT PTP800 (1 KIT REQUIRED	DSWB3657A	N/A	1	\$297.50	\$297.50
LPU END KIT PTP800 (1 KIT REQUIRED	DSWB3657A	N/A	1	\$297.50	\$297.50
PTP810 MMU UPGRADE TO ALL RISKS ADV	N000081S007S	N/A	1	\$500.00	\$500.00

EXHIBIT B

Avondale Police Dispatch: Responsibility and Maintenance Support Matrix IGA Number: _____ (Last updated:)		
Item	Action for RWC	Action for Member
RF & Network Infrastructure	N/A	N/A
Microwave	The RWC to maintain the equipment, after expiration of the warranty period.	Avondale is responsible for the installation and licensing of the microwave equipment.
Communications (T1's)	The RWC responsible to manage T1 performance issues with the applicable vendor, only for any T1 associated with the consoles. The RWC will coordinate any repair activities on the T1's with Avondale. The RWC shall reimburse Avondale for the cost of only the T1 circuit(s) used for the consoles.	Avondale is responsible to install, make payments and may expense the RWC, only for the T1 service associated with the consoles. Avondale shall designate the City of Phoenix (on behalf of the RWC) as a responsible party to deal directly with the T1 provider on maintenance and performance issues of the circuit(s).
Radio Subscriber Equipment	N/A	N/A
Dispatch Console Equipment and Logging Recorders	The RWC will be responsible for all network equipment (channel banks, switches, routers) supporting the consoles; network transport is covered in Microwave and Communications line items.	Avondale is responsible for all maintenance and configuration management of dispatch console equipment, logging recorder, and control stations.
Conventional Site Controllers	None	Avondale is responsible for all maintenance and management of the conventional site controllers.
Tower	N/A	N/A

Antennas	The RWC is responsible to maintain the microwave antennas mounted at Avondale dispatch, the Cashion Tower, and/or Peoria Tech Center, after expiration of the warranty period.	Avondale is responsible for the maintenance and management of all other antennas at the site.
Building		Avondale Dispatch owned and maintained by Avondale
HVAC		Avondale Dispatch owned and maintained by Avondale
Generator		Avondale Dispatch owned and maintained by Avondale
Pest Control		Avondale Dispatch owned and maintained by Avondale
FM 200	N/A	N/A
Commercial Power		Avondale Dispatch owned and maintained by Avondale
Lease	The RWC will negotiate and include the Avondale microwave addition to the Cashion Tower in the RWC's existing lease with Crown Castle. The cost of the lease will be billed to all RWC members as part of the RWC Operations & Maintenance.	Avondale will provide the RWC with any information required to apply for and obtain the lease at the Cashion Tower; such information includes technical specifications on the equipment and antennas being installed, installation details, and other engineering information as required.
Access	N/A	Avondale is responsible to provide the RWC reasonable, 24 by 7 access to the dispatch facility for the maintenance and repair of microwave and RWC network equipment located at the facility.
Insurance	The RWC shall maintain appropriate insurance for the RWC network and microwave equipment turned over to the RWC.	Avondale shall maintain appropriate insurance for all equipment for which Avondale retains ownership.

Equity	The RWC shall adjust Avondale's equity in the RWC system to include the RWC Network and microwave equipment turned over the RWC.	
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CITY COUNCIL REPORT

SUBJECT:

Ordinance 1535-314 - Accepting Right-of-Way
Dedication for Roosevelt Street

MEETING DATE:

March 3, 2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of right-of-way for Roosevelt Street west of 107th Avenue to and including portions of 111th Avenue and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On October 21, 2013, City Council approved a zoning extension for the Avondale Gateway Center PAD at the southwest corner of I-10 and 107th Avenue. The dedication of the realigned Roosevelt Street right-of-way sufficient for future construction of a high-capacity transit corridor was a condition of that approval.

DISCUSSION:

A total of approximately 4.81 acres of right-of-way to be dedicated includes portions of Roosevelt Street from 107th Avenue to 111th Avenue, which vary in width from 20 feet to 160 feet and the east 60 foot wide half of 111th Avenue right-of-way south to Corporate Drive. A 20-foot wide strip along the east and south edge of the dedication area is included to allow USA fee right-of-way exchange to eventually move SRP irrigation currently located in the middle of the proposed transportation corridor.

BUDGETARY IMPACT:

The acceptance of the dedication of a right-of-way for Roosevelt Street and 111th Avenue will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends that City Council adopt an ordinance accepting the dedication of right-of-way for Roosevelt Street west of 107th Avenue to and including portions of 111th Avenue and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Click to download

[Ordinance 1535-314](#)

ORDINANCE NO. 1535-314

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR PUBLIC USE.

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

SECTION 1. The dedication of real property totaling \pm 4.811 acres, generally located on Roosevelt Street from 107th Avenue to and including the east half of 111th Avenue north of Corporate Drive in Avondale, Arizona (the "Property"), as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby accepted.

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 Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 3, 2014.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1535-314

[Legal Descriptions and Maps]

See following pages.

**LEGAL DESCRIPTION
RIGHT OF WAY DEDICATIONS
(AVONDALE HOLDINGS, L.L.L.P. PROPERTIES)**

The following described Parcel located in the east half (E1/2) of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona:

Beginning at the center quarter corner of said Section 6, marked by a 5/8" rebar with 2 inch washer stamped "CRS 28742" per Maricopa County Recorders Office Results of Survey recorded in Book 1075, Page 20, from which for a bearing reference the south quarter corner of said Section 6, being marked by a Maricopa County Highway Department brass cap in handhole per point 54231-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43, bears South 00° 16' 43" East, 2632.20 feet, and also for a second bearing reference the east quarter corner of said Section 6, being marked by a City of Avondale brass cap in handhole in the position of point 54214-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43, bears North 88° 59' 24" East, 2628.30 feet.

Thence along the north-south mid-section line of said Section 6, North 00° 16' 42" West, 55.00 feet to the north line of the south 55.00 feet of the northeast quarter of said Section 6;

Thence leaving said north-south mid-section line, along said north line, North 88° 59' 24" East, 841.05 feet;

Thence leaving last said north line, North 86° 57' 56" East, 424.66 feet to the north line of the south 70.00 feet of said northeast quarter of Section 6;

Thence along last said north line, North 88° 59' 24" East, 1204.49 feet;

Thence leaving last said north line, North 44° 28' 33" East, 98.06 feet to a point on the west line of the east 90.00 feet of said northeast quarter of Section 6;

Thence along a line perpendicular to the east line of said northeast quarter of Section 6, North 89° 55' 56" East, 30.00 feet to the west line of the east 60.00 feet of said northeast quarter of Section 6, also being the west line of the existing 107th Avenue road right of way defined by Maricopa County Recorders Office Instrument no. 2004-1017218;

Thence along last said west line and road right of way line South 00° 04' 04" East, 58.26 feet to the north line of the existing road right of way defined by Maricopa County Recorders Office Instrument no. 2007-0933123;

Thence leaving last said west line, along said existing north road right of way line, South 44° 27' 45" West, 42.78 feet to the north line of the south 50.00 feet of said northeast quarter of Section 6;

Thence continuing along said existing north road right of way line, along last said north line, South 88° 59' 24" West, 820.30 feet;

Thence continuing along said existing north road right of way line, North 89° 44' 13" West, 450.10 feet to the north line of the south 60.00 feet of said northeast quarter of Section 6;

Thence continuing along said existing north road right of way line, along last said north line, South 88° 59' 24" West, 50.11 feet to a non-tangent curve concave southeasterly having a radius of 560.02

Thence continuing along said existing north road right of way line, along said non-tangent curve having a radial bearing of North 01° 00' 41" West, and arc length of 261.59 feet, subtended by an angle of 26° 45' 49" to the intersection of the said east-west mid section line of Section 6;

Thence continuing along said existing north road right of way line, and continuing along same said non-tangent curve having a radial bearing of North 27° 46' 30" West, and arc length of 158.03 feet, subtended by an angle of 16° 10' 04" to the south line of the north 90.00 feet of the southeast quarter of said Section 6;

Thence leaving said existing north road right of way line and non-tangent curve, along said south line, South 88° 59' 24" West, 334.26 feet;

Thence leaving said south line, South 87° 17' 19" West, 425.65 feet;

Thence South 43° 30' 18" West, 27.24 feet to the east line of the west 60.00 feet of said southeast quarter of Section 6;

Thence along said east line, South 00° 16' 43" East, 606.56 feet back to the said existing north road right of way line defined by Maricopa County Recorders Office Instrument no. 2007-0933123;

Thence leaving said east line, along said north road right of way line, South 89° 43' 15" West, 60.00 feet to the said north-south mid-section line of Section 6;

Thence leaving said north road right of way line, along said north-south mid-section line, North 00° 16' 43" West, 727.87 feet to the POINT OF BEGINNING;

Parcel contains 209,553 square feet or 4.811 acres, more or less.

Parcel is subject to any interests described in 1922 Maricopa County Recorders Office Book 132 of deeds, Pages 387, 391, and 392; and in 1923 Maricopa County Recorders Office Book 175 of deeds, Page 206.

Exhibit "B", pages 1, 2, and 3 attached and made a part hereon.

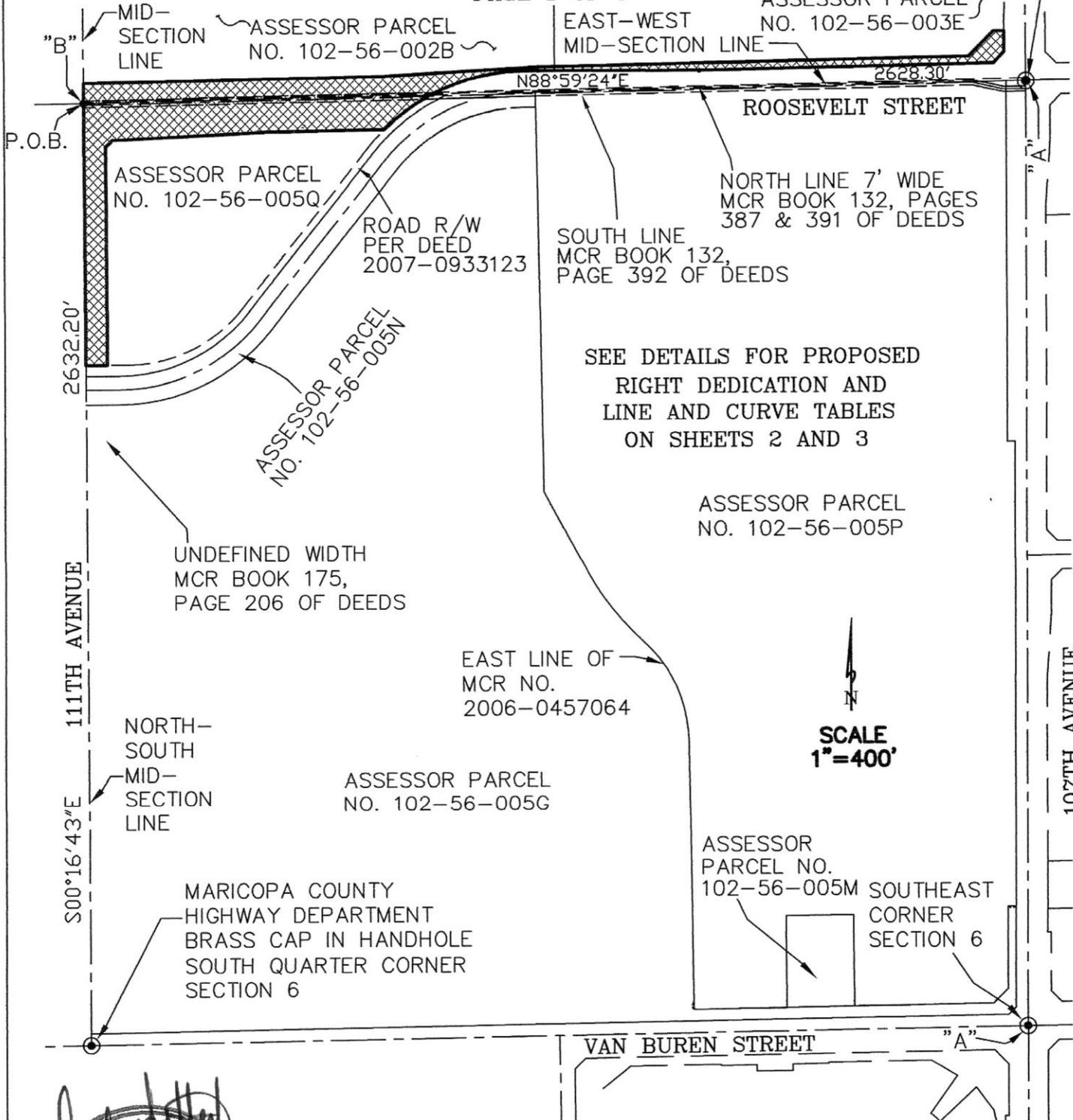


expires 3/31/16

EXHIBIT MAP

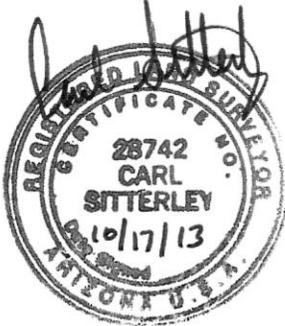
PAGE 1 OF 3

EAST QUARTER
CORNER SECTION 6



SEE DETAILS FOR PROPOSED
RIGHT DEDICATION AND
LINE AND CURVE TABLES
ON SHEETS 2 AND 3

SCALE
1" = 400'



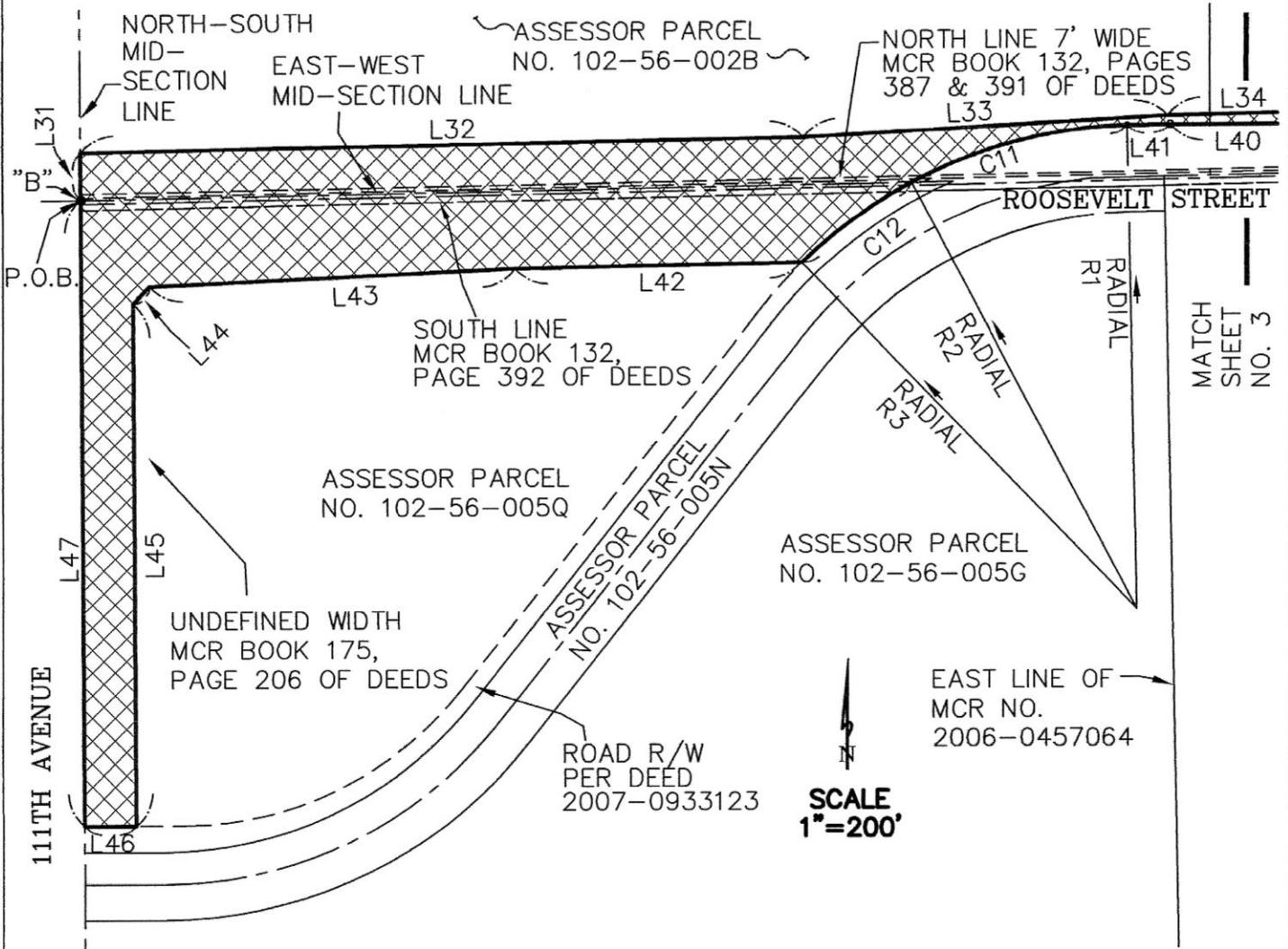
EXPIRES 03/31/2016

-  PROPOSED RIGHT OF WAY
- "A" = CITY OF AVONDALE
BRASS CAP IN HANDHOLE
- "B" = 5/8" REBAR, CENTER 1/4
CORNER SECTION 6
- MCR = MARICOPA COUNTY
RECORDERS
- P.O.B. = POINT OF BEGINNING

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

EXHIBIT MAP

PAGE 2 OF 3



MATCH SHEET NO. 3

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C11	261.59	560.02	26°45'49"
C12	158.03	560.02	16°10'04"

RADIAL TABLE	
RADIAL	ANGLE
R1	N01°00'41"W
R2	N27°46'30"W
R3	N43°56'34"W



EXPIRES 03/31/2016

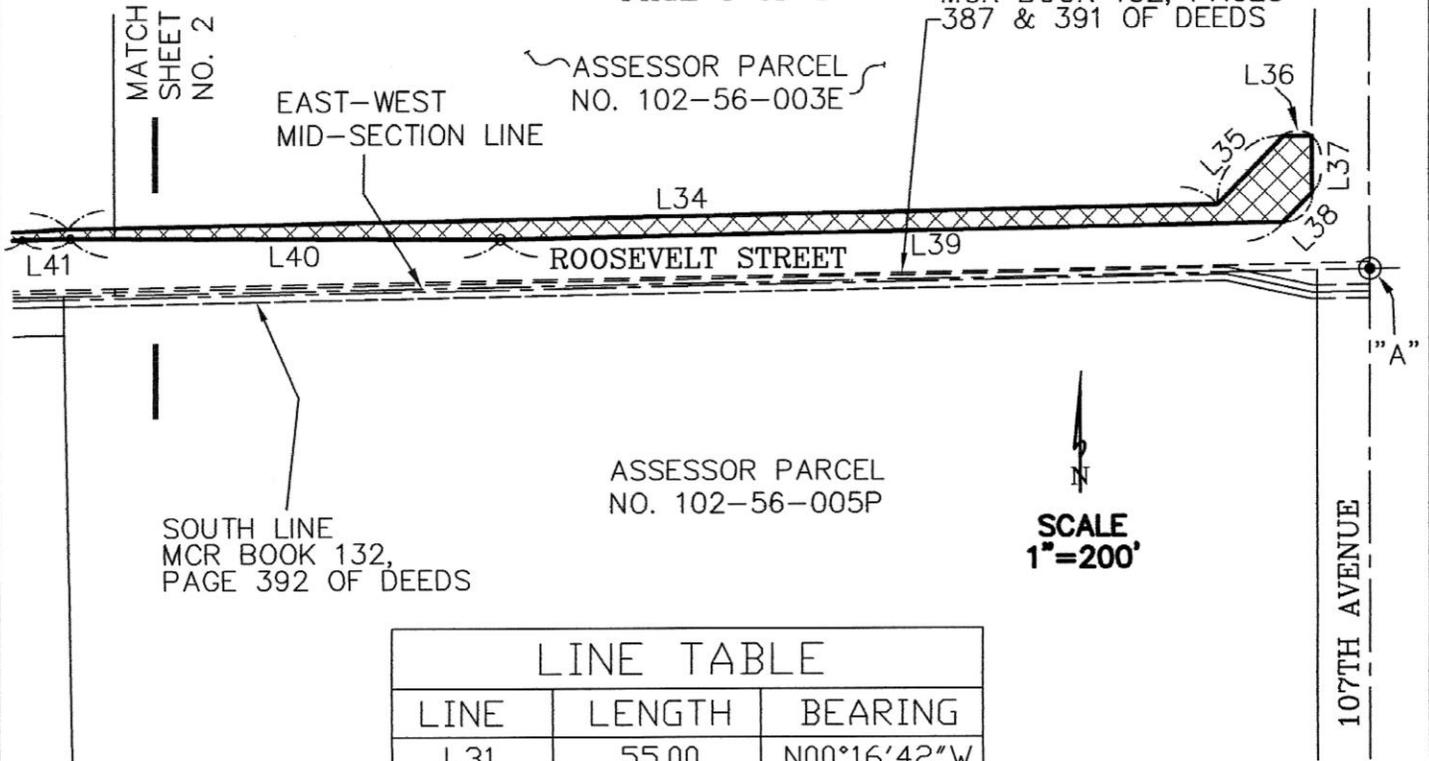
 PROPOSED RIGHT OF WAY
 "B" = 5/8" REBAR, CENTER 1/4 CORNER SECTION 6
 MCR= MARICOPA COUNTY RECORDERS
 P.O.B.= POINT OF BEGINNING

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

EXHIBIT MAP

PAGE 3 OF 3

NORTH LINE 7' WIDE
MCR BOOK 132, PAGES
387 & 391 OF DEEDS



MATCH SHEET NO. 2

EAST-WEST MID-SECTION LINE

ASSESSOR PARCEL NO. 102-56-003E

L34

L36

L35

L37

L41

L40

ROOSEVELT STREET

L39

L38

ASSESSOR PARCEL NO. 102-56-005P

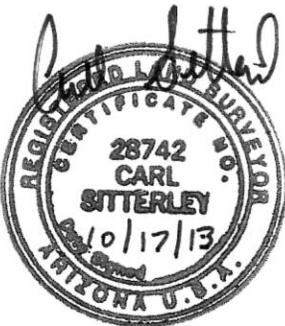
SOUTH LINE
MCR BOOK 132,
PAGE 392 OF DEEDS

SCALE
1"=200'

107TH AVENUE

LINE TABLE

LINE	LENGTH	BEARING
L31	55.00	N00°16'42"W
L32	841.05	N88°59'24"E
L33	424.66	N86°57'56"E
L34	1204.49	N88°59'24"E
L35	98.06	N44°28'33"E
L36	30.00	N89°55'56"E
L37	58.26	S00°04'04"E
L38	42.78	S44°27'45"W
L39	820.30	S88°59'24"W
L40	450.10	N89°44'13"W
L41	50.11	S88°59'24"W
L42	334.26	S88°59'24"W
L43	425.65	S87°17'19"W
L44	27.24	S43°30'18"W
L45	606.56	S00°16'43"E
L46	60.00	S89°43'15"W
L47	727.87	N00°16'43"W



PROPOSED RIGHT OF WAY

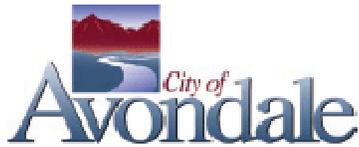
"A"= CITY OF AVONDALE
BRASS CAP IN HANDHOLE
EAST QUARTER CORNER
SECTION 6 (THIS SHEET)

MCR=MARICOPA COUNTY
RECORDERS
P.O.B.= POINT OF BEGINNING

CRS

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

EXPIRES 03/31/2016



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1536-314 - Temporary Drainage Easement at Northeast Corner of 119th Avenue and McDowell Road

MEETING DATE:

March 3, 2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance authorizing the dedication, purchase or condemnation of a temporary drainage easement located at the northeast corner of 119th Avenue and McDowell Road and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

McDowell Road, in the vicinity of 119th Avenue, has experienced periodic flooding. The current Capital Improvement Program (CIP) includes a project for roadway improvements on McDowell Road from the Agua Fria River to Avondale Boulevard.

DISCUSSION:

In conjunction with the McDowell Road CIP project, a temporary retention basin has been proposed to help drain and alleviate the flooding problem. An approximate 200 foot by 260 foot rectangular parcel with an area of about 1.24 acres has been defined at the northeast corner of the intersection to accommodate the drainage. The temporary drainage easement has provisions to allow modifications to the design when future development occurs.

BUDGETARY IMPACT:

Funding for the dedication, purchase or condemnation and associated legal fees for the acquisition of the property is available in CIP Street Fund Line Item No. 304-1287, McDowell Road, Agua Fria to Avondale Boulevard.

RECOMMENDATION:

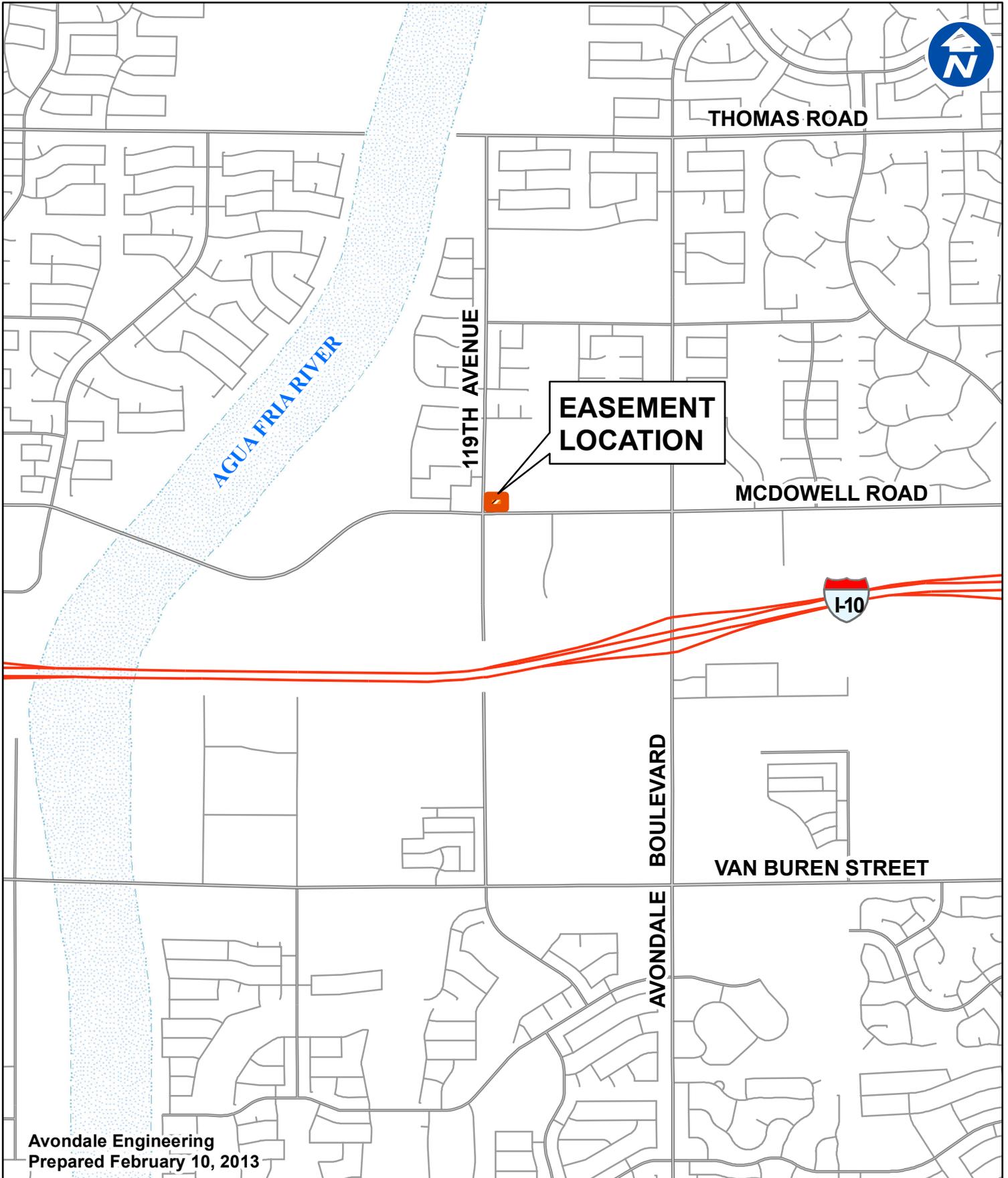
Staff recommends that City Council adopt an ordinance authorizing the dedication, purchase or condemnation of a temporary drainage easement located at the northeast corner of 119th Avenue and McDowell Road and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Click to download

- [Location Map](#)
- [Ordinance 1536-314](#)
- [Drainage Easement](#)

LOCATION MAP



Avondale Engineering
Prepared February 10, 2013

119TH AVENUE AND MCDOWELL ROAD TEMPORARY DRAINAGE EASEMENT

ORDINANCE NO. 1536-314

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR
PUBLIC USE.

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

SECTION 1. A temporary drainage easement for the purpose of installing, operating and maintaining drainage facilities over \pm 1.24 acres of real property, generally located north of McDowell Road and east of 119th Avenue, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Rexco Trust U/T/A dated December 17, 2009.

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 Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 3, 2014.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1536-314

[Easement Description and Depiction]

See following pages.

Temporary Drainage Easement
Part APN 501-74-001-J Vanderwey/Rexco Trust
For Retention Basin at Northeast Corner
119th Avenue and McDowell Road

Legal Description

That part of the West 330 feet of the Southwest quarter of the Southeast Quarter of Section 36, Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at the brass disk that marks the New South quarter corner of Said Section 36, as described in Book 10 of Maps, page 7, Maricopa County Recorder, also identified as corner number 54001-1 according to Record of Survey PLSS Subdivision as recorded in Book 694 of Maps, Page 38, Maricopa County, Arizona, from whence the Southeast corner of Section 36 bears North 89° 22' 39" East, 2654.31 feet distant for a basis of reference bearing;

Thence North 89° 22' 39" East, a distance of 142.13 feet;

Thence North 00° 37' 21" West, a distance of 40.00 feet to a point on the north right-of-way line of McDowell Road, and the True Point of Beginning;

Thence North 00° 37' 21" West, a distance of 35.00 feet;

Thence South 89° 22' 39" West, a distance of 100.00 feet to a point on a line 40 feet east of and parallel with the north south mid-section line of said Section 36;

Thence North 0° 59' 41" East along said parallel line for a distance of 200.08 feet;

Thence departing from said parallel line, North 89° 22' 39" East, a distance of 260.10 feet;

Thence South 0° 59' 41" West a distance of 200.08 feet;

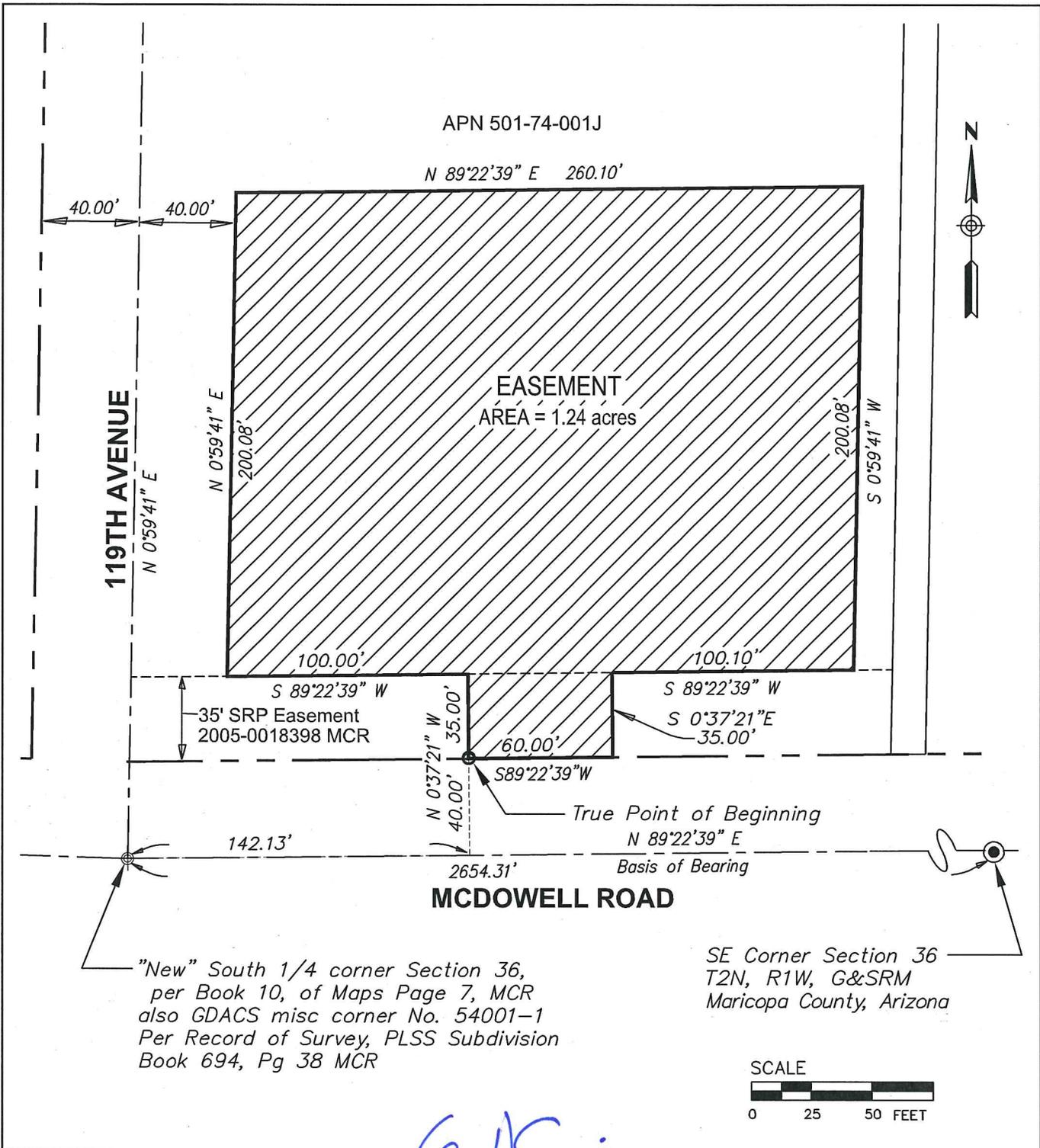
Thence South 89° 22' 39" West, a distance of 100.10 feet;

Thence South 00° 37' 21" West, a distance of 35.00 feet to a point on the north right-of-way line of McDowell Road;

Thence South 89° 22' 39" West a distance of 60.00 feet to the True Point of Beginning.

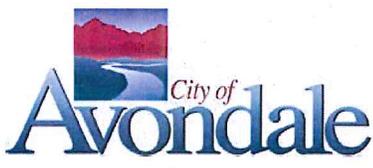
Said parcel contains 1.24 acres, more or less





"New" South 1/4 corner Section 36,
 per Book 10, of Maps Page 7, MCR
 also GDACS misc corner No. 54001-1
 Per Record of Survey, PLSS Subdivision
 Book 694, Pg 38 MCR

SE Corner Section 36
 T2N, R1W, G&SRM
 Maricopa County, Arizona

City of
Avondale

DEVELOPMENT SERVICES
 AND ENGINEERING



EXHIBIT MAP TEMPORARY DRAINAGE EASEMENT PART APN 501-74-001J	
DATE: 1-07-2014 DSN: _____ DRN: LS CHK: _____	PROJECT NAME McDowell Rd & 119th Ave PAGE 1 OF 2

When Recorded Mail To:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

TEMPORARY DRAINAGE EASEMENT AGREEMENT

GRANTOR: Rexco Trust U/T/A dated December 17, 2009

GRANTEE: City of Avondale, an Arizona municipal corporation (the "City")

THIS TEMPORARY DRAINAGE EASEMENT AGREEMENT (this "Agreement") is entered into March 3, 2014, by and between the City and Grantor for the purposes set forth below.

RECITALS

A. Grantor is the record owner of certain real property at the location described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area").

B. City and Grantor desire to enter into this Agreement for Grantor to grant to the City an easement (the "Easement") upon, over, across, in, through and under the Easement Area, for purposes of installing, operating, inspecting, maintaining, repairing, replacing, or removing drainage facilities (the "Facilities") as more particularly described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

1. Grant of Easement. At no additional consideration, Grantor hereby grants to the City, its successors and assigns, an Easement through, over, under, upon, in, across and along the Easement Area for the benefit of the City, its successors, assigns, heirs, executors or personal representatives, tenants, lessees, guests, invitees, or the guests or invitees of tenants, for the purpose of installing, operating, inspecting, maintaining, repairing, replacing, or removing the Facilities in the Easement Area. The City will construct a retention basin (the "Basin") in the Easement Area and will maintain the Basin until the real property under the Easement Area is developed. When the real property under the Easement Area develops, Grantor, its successors or assigns shall incorporate the Basin drainage functions in its development plans. The Basin may be removed, moved, filled-in or reshaped to better fit with the development plans, as long as it contains the same runoff volume. This Agreement in no way rescinds or waives any requirements, such as retention, for any future development.

2. Term. The term of this Agreement shall commence upon the date first set forth above and shall remain in full force and effect until the real property under the Easement Area is developed and permanent drainage facilities are completed, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

3. Maintenance of the Easement. City shall be responsible for routine landscaping and maintenance of the basin. Grantor shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, nor shall Grantor drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Easement Area, without the prior written consent of the City. The City shall restore the Easement Area to substantially the same condition as practical in the event the Facilities require maintenance, repair, replacement or removal.

4. Liens and Encumbrances. City represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection the City's use of the Easement Area.

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

6. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

7. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to the owners of properties which abut the Easement Area or to government or quasi-governmental agencies; provided however, that no such additional rights or easement shall impair the City's use of the Easement herein granted.

8. Insurance. The City shall provide such evidence of insurance which Grantor may require regarding City's activities upon the Easement Area.

9. Entire Agreement. This instrument contains the entire agreement between the parties relating to City's use of the Easement for drainage purposes. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

10. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

11. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

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

“Grantor”

REXCO TRUST, U/T/A
dated December 17, 2009

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2014, before me personally appeared _____
_____, the _____ of REXCO TRUST U/T/A dated
December 17, 2009, whose identity was proven to me on the basis of satisfactory evidence to be
the person who he/she claims to be, and acknowledged that he/she signed the above document.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED BY:

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, Acting City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
TEMPORARY DRAINAGE EASEMENT AGREEMENT

[Legal Description and Map]

See following pages.

Temporary Drainage Easement
Part APN 501-74-001-J Vanderwey/Rexco Trust
For Retention Basin at Northeast Corner
119th Avenue and McDowell Road

Legal Description

That part of the West 330 feet of the Southwest quarter of the Southeast Quarter of Section 36, Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at the brass disk that marks the New South quarter corner of Said Section 36, as described in Book 10 of Maps, page 7, Maricopa County Recorder, also identified as corner number 54001-1 according to Record of Survey PLSS Subdivision as recorded in Book 694 of Maps, Page 38, Maricopa County, Arizona, from whence the Southeast corner of Section 36 bears North 89° 22' 39" East, 2654.31 feet distant for a basis of reference bearing;

Thence North 89° 22' 39" East, a distance of 142.13 feet;

Thence North 00° 37' 21" West, a distance of 40.00 feet to a point on the north right-of-way line of McDowell Road, and the True Point of Beginning;

Thence North 00° 37' 21" West, a distance of 35.00 feet;

Thence South 89° 22' 39" West, a distance of 100.00 feet to a point on a line 40 feet east of and parallel with the north south mid-section line of said Section 36;

Thence North 0° 59' 41" East along said parallel line for a distance of 200.08 feet;

Thence departing from said parallel line, North 89° 22' 39" East, a distance of 260.10 feet;

Thence South 0° 59' 41" West a distance of 200.08 feet;

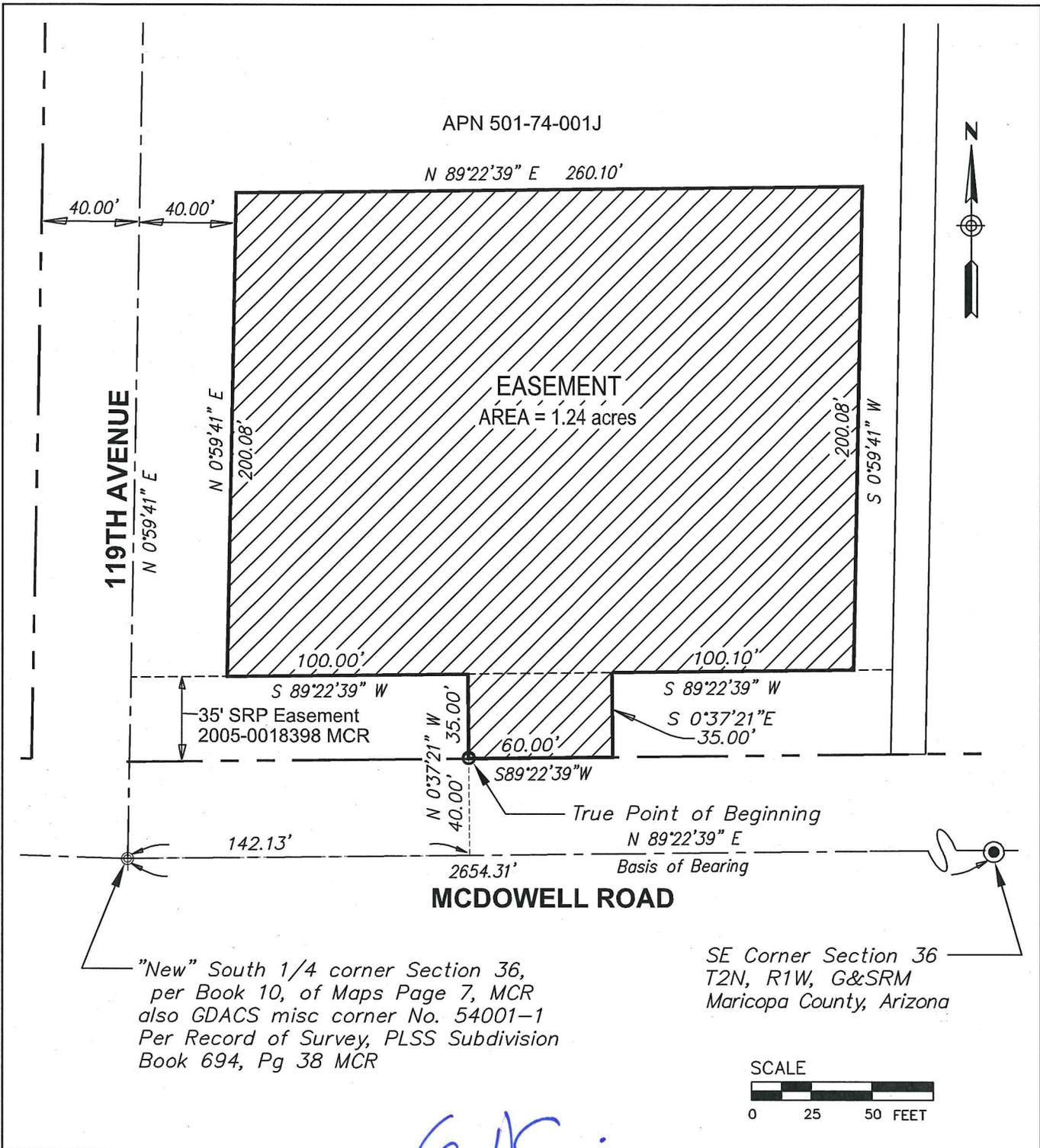
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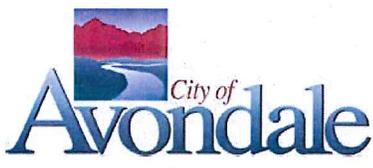
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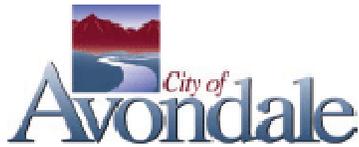



City of
Avondale

DEVELOPMENT SERVICES
 AND ENGINEERING



EXHIBIT MAP TEMPORARY DRAINAGE EASEMENT PART APN 501-74-001J	
DATE: 1-07-2014 DSN: _____ DRN: LS CHK: _____	PROJECT NAME McDowell Rd & 119th Ave PAGE 1 OF 2



CITY COUNCIL REPORT

SUBJECT:

Public Hearing and Resolution 3171-314 -
Amendment to the 2010/11 Annual Action Plan

MEETING DATE:

March 3, 2014

TO: Mayor and Council

FROM: Gina Montes, Assistant City Manager (623) 333-1012

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

City Council hold will a public hearing and consider a resolution amending the 2010/11 Annual Action Plan to allow the removal of demolition as an activity under the Neighborhood Stabilization 3 Program and to reallocate funds from that activity to the Redevelopment activity and to Acquisition/Rehab and Sale of Homes activities for low-middle income buyers. This amendment would also redirect a portion of the Administration funds to the Redevelopment activity.

BACKGROUND:

The City of Avondale received \$1,224,903 from the U.S. Department of Housing and Urban Development (HUD) through the third round of funding for the Neighborhood Stabilization Program (NSP3). To be eligible to expend the funds, the City amended the 2010/11 Community Development Block Grant (CDBG) Annual Action Plan detailing the City's plans for the use of NSP3 funds. This amendment became the NSP3 Action Plan which was amended in March, 2012 to expand the target areas eligible under the program. The NSP3 Action Plan was amended a second time in October, 2012 to add redevelopment as an activity and reallocate funds to that activity. The second amendment also modified the City's downpayment and closing cost recapture requirements making them no stricter than federal minimum requirements.

DISCUSSION:

In the past two years, the number of blighted properties that can be classified as vacant and abandoned under the Neighborhood Stabilization Program regulations has decreased, and there are limited properties in need of demolition that qualify under NSP. To qualify as abandoned, and therefore eligible for demolition through NSP funds, the property would have to have mortgage or tax foreclosure proceedings initiated, or no mortgage or tax payments have been made by the property owner for at least 90 days, AND the property has been vacant for at least 90 days. These thresholds have been difficult to meet and document. Consequently, the City did not expend the funds allocated to demolition. In addition, there is a need for the funds under the Redevelopment activity, as the costs involved in constructing high quality, well-designed homes combined with the infrastructure costs of the project exceeded initial estimates.

There also is a need to align the allocations with actual expenditure under the Acquisition/Rehab and Sale of Homes. During the time period when the second NSP3 Action Plan Amendment was in process, there were NSP3 buyers whose home purchases were in process prior to the approval of the amendment. The City made a decision to allow those buyers to complete their purchases under the NSP3 program. Those purchases exceeded the original estimate and consequently, the allocation amounts. The goals of the City's NSP3 Action Plan were met through those purchases. The attached Proposed Neighborhood Stabilization Program 3 – Action Plan Amendment #3 includes a chart that details the reallocation amounts. The new totals include:

- Redevelopment and Sale of Homes (includes 50% Area Median Income AMI set-aside) - \$855,000
- Acquisition/Rehab and Sale of Homes - \$204,413
- Acquisition/Rehab and Sale of Homes for 50% AMI (25% set-aside required) - \$83,000
- Administration - \$82,490

BUDGETARY IMPACT:

There is no impact on the General Fund, as NSP3 does not require a local match.

RECOMMENDATION:

Staf recommends that City Council Hold a public hearing and adopt a resolution allowing for the amendment of the 2010/11 Annual Action Plan Amendment to include removing the demolition activity and reallocating funds to redevelopment activity and acquisition/rehab and sale activities for regular and very low-income buyers.

ATTACHMENTS:

Click to download

- [NSP3 Action Plan Amendment No. 3](#)
- [Resolution 3171-314](#)



Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 allocated \$1,224,903 to Avondale to assist in the redevelopment of foreclosed homes. The Avondale City Council approved the use of this third round of Neighborhood Stabilization Program funding (NSP3) and the amendment to the 2010/2011 Annual Action Plan on February 22, 2011; this amendment became the City's NSP3 Action Plan. An amendment to the NSP3 Action Plan was later approved by Council in March 2012 expanding the target areas and modifying the recapture period for homebuyer assistance activities. A second amendment to the NSP3 Action Plan was approved by City Council in October 2012 which added Redevelopment and Sale of Homes as an activity to allow for the construction of new homes and thereby increase the available housing stock for NSP3-eligible buyers. The City of Avondale is proposing a third amendment to its NSP3 Action Plan in response to local conditions and need and to assure that the City meets NSP3 program requirements.

Public comment is being sought with regard to the proposed amendment described below. The purpose of this amendment is to adjust to the needs of the community while adhering to all federal requirements with respect to the Neighborhood Stabilization Program. In 2012, the City recognized a major change in the housing market which created a shortage of foreclosed homes available to NSP3-eligible buyers. Therefore, the City changed its strategy to dedicate nearly all remaining NSP3 funds to the redevelopment of foreclosed properties, and specifically, the construction of six new homes. The remaining funds were dedicated to Demolition of Blighted Property and Administration. This amendment would redirect funds from the Demolition activity to the Redevelopment activity and to Acquisition/Rehab and Sale of Homes activities for regular and very low-income buyers. This amendment would also redirect a portion of the Administration funds to the Redevelopment activity. Finally, it would increase the allocations to Acquisition/Rehab and Sale of Homes to moderate-income buyers and Acquisition/Rehab and Sale of Homes for very low-income buyers (those with incomes at or below 50% of Area Median Income).

In the past two years, the number of blighted properties that can be classified as vacant and abandoned under the Neighborhood Stabilization Program regulations has decreased, and there are limited properties in need of demolition that qualify under NSP. To qualify as abandoned, and therefore eligible for demolition through NSP funds, the property would have to have mortgage or tax foreclosure proceedings initiated, or no mortgage or tax payments have been made by the property owner for at least 90 days, AND the property has been vacant for at least 90 days. These thresholds have been difficult to meet and document. Consequently, the City did not expend the funds allocated to demolition. However, there is a need for the funds under the Redevelopment activity, as the costs involved in constructing high quality, well-designed homes combined with the infrastructure costs of the project exceeded initial estimates.

There also is a need to align the allocations with actual expenditure under the Acquisition/Rehab and Sale of Homes. During the time period when the second NSP3 Action Plan Amendment was in process, there were NSP3 buyers whose home purchases were in process prior to the approval of the amendment. The City made a decision to allow those buyers to complete their purchases under the NSP3 program. Those purchases exceeded the original estimate and consequently, the allocation amounts. The goals of the City's NSP3

Action Plan were met through those purchases. The following chart includes current original allocations, proposed revised allocations and the difference in amounts for each category.

Activity	Original Allocation	Revised Allocation	Difference
Acquisition/Rehab and Sale of Homes	\$119,923	\$204,413	\$84,490
Acquisition/Rehab and Sale of Homes for 50% AMI (25% set-aside required)	\$60,000	\$83,000	\$23,000
Demolition of Blighted Property	\$122,490	0	(\$122,490)
Administration (10% cap)	\$122,490	\$82,490	(\$40,000)
Redevelopment and Sale of Homes (some units will be reserved for buyers at or below 50% AMI set-aside)	\$800,000	\$855,000	\$55,000
TOTAL	\$1,224,903	\$1,224,903	

RESOLUTION NO. 3171-314

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE 2010-2011 ANNUAL ACTION PLAN PORTION OF THE 2010-2014 CONSOLIDATED PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR RECEIPT OF NEIGHBORHOOD STABILIZATION FUNDS.

WHEREAS, Section 1497 of the Wall Street and Consumer Protection Act of 2010, a/k/a the “Dodd-Frank Act” (Public Law 111-203, approved July 21, 2010), provides for an additional allocation (third round) of funding for the Neighborhood Stabilization Program (“NSP3”) for the purpose of assisting in the redevelopment of abandoned and foreclosed homes. Except where provided for otherwise, these amounts are distributed based on funding formulas for such amounts established by the Secretary in accordance with Housing and Economic Recovery Act of 2008 and unless otherwise stated, the grants are to be considered Community Development Block Grant (“CDBG”) funds; and

WHEREAS, HUD has issued regulations in the Federal Register under Docket No FR-5447-N-01 (the “Regulations”) that define the statutory requirements of NSP3 and which require an Amendment to the City’s 2010-2011 Annual Action Plan as a condition of receiving NSP3 funds; and

WHEREAS, the City of Avondale 2010-2014 Consolidated Plan (the “Consolidated Plan”) was approved by Council of the City of Avondale (the “City Council”) on April 19, 2010 and by HUD in June 2010; and

WHEREAS, the City of Avondale 2010-2011 Annual Action Plan (the “Action Plan”) component of the Consolidated Plan was approved by the City Council on April 19, 2010; and

WHEREAS, on February 22, 2011, the City Council adopted an amendment to the Action Plan to accommodate the NSP3 funds (the “First Amendment”); and

WHEREAS, the City of Avondale (the “City”) entered into an agreement with the U.S. Department of Housing and Urban Development (“HUD”) on March 9, 2011 to provide \$1,224,903 in NSP3 funds to the City to use within a three-year period from the date of receipt; and

WHEREAS, on March 19, 2012, the City Council adopted a second amendment to the Action Plan (the “Second Amendment”) in accordance with the Regulations to (i) add new areas to the Target Neighborhoods and (ii) modify the provisions relating to ensuring continued affordability to allow for loan forgiveness after 20 years; and

WHEREAS, on October 1, 2012, the City Council adopted a third amendment to the Action Plan (the “Third Amendment”) in accordance with the Regulations to (i) add Redevelopment as an activity and thereby revise the allocations per activity accordingly and (ii) modify the provisions relating to ensuring continued affordability to be adjusted to meet program needs, but to be no less than the federal minimum requirements as allowed by the NSP program; and

WHEREAS, the City has prepared a fourth amendment to the Action Plan (the “Fourth Amendment”) in accordance with the Regulations to remove the activity of Demolition of Blighted Structures and thereby revise the allocations per activity accordingly; and

WHEREAS, the City has completed public participation requirements in accordance with the Regulations, including a 15-day comment period in which the draft Fourth Amendment was posted on the City website (February 7, 2014 through February 22, 2014), during which time comments were able to be received from City residents and incorporated into the Fourth Amendment.

NOW, THEREFORE, BE IT RESOLVED 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 Action Plan is hereby amended by adding the activity of redevelopment and adjusting the allocations per activity as follows:

Activity	Original Allocation	Revised Allocation
Acquisition/Rehab and Sale of Homes	\$673,697	\$204,413
Acquisition/Rehab and Sale of Homes for 50% AMI (25% required)	\$306,226	\$83,000
Demolition of Blighted Property (10% cap)	\$122,490	\$0
Administration (10% Cap)	\$122,490	\$82,490
Redevelopment and Sale of Homes (6-8 attached housing units) *25% of units reserved for 50% AMI buyers	\$0	\$855,000

SECTION 3. The City Council hereby finds that all expenditures as set forth in this Fourth Amendment are necessary and appropriate and further that said expenditures for the NSP3 program will meet the low-moderate and middle income national objective.

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

PASSED AND ADOPTED by the Council of the City of Avondale, March 3, 2014.

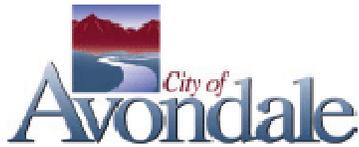
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



DEVELOPMENT SERVICES

SUBJECT:

Public Hearing and Resolution 3169-314 – Madison Heights Minor General Plan Amendment (Application PL-13-0241)

MEETING DATE:

March 3, 2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager (623) 333-1014

REQUEST: Amend the General Plan Land Use Designation of the Subject Property from Medium/High Density Residential to High Density Residential

PARCEL SIZE: Approximately 9.9 gross acres

LOCATION: Northwest corner of Dysart Road and Madison Street (Exhibits A, B, C, and D)

APPLICANT: Ms. Yumiko Ishida, Acanthus Architecture (602) 274-5000

OWNER: Housing Authority of Maricopa County, Ms. Gloria Munoz (602) 744-4500

BACKGROUND:

The property was annexed into Avondale's corporate limits on March 21, 1960 and was subsequently zoned R-5 (Multi-Family Residence/General). In 1973, the site was developed with 48 buildings containing 77 subsidized residential apartments, a leasing office, and a community activity room owned and operated by the Housing Authority of Maricopa County (HAMC).

In an effort to consolidate its west valley housing into a single site, upgrade services, and provide a greater range of modern amenities to residents, the County is seeking to demolish the existing Madison Heights development and redevelop the site with a 143 unit apartment complex, a density of 14.9 dwelling units per acre. If all required applications are approved, the redeveloped site will accommodate the property's existing residents (77 units), and residents from two other HAMC sites, Norton Circle (46 units located on 4th Avenue, south of Western Avenue in Avondale) and HM Watson Homes (20 units in Buckeye). The total number of units sought by HAMC is equal to the total number of existing units between the three projects referenced above.

The General Plan 2030 Land Use Map identifies the subject property as Medium/High Density Residential (Exhibit A). This category allows for residential uses, single-family or multi-family, with a density range of 4 to 12 dwelling units per acre. Development in this category is encouraged to be clustered, to promote walkability, and provide substantial open space and other recreational amenities to serve residents and encourage interaction. Because the density proposed (14.9 dwelling units/acre) exceeds the range of the property's current General Plan Land Use Map designation (maximum of 12 dwelling units/acre), an amendment is required to reclassify the property as High Density Residential, which allows for up to 30 dwelling units per acre.

In August 1990, the Avondale Zoning Ordinance was rewritten and the R-5 District was changed from "Multi-Family Residence/General" to "Mobile Home Park". With that change, the ongoing use of

the property for apartments became legal non-conforming. In March 2009, the R-5 District was renamed MH (Manufactured Home Park) to better reflect the uses permitted within it. The property's current zoning remains MH; under this current zoning, development of the property is limited to a manufactured home park. As such, a rezoning of the property from MH to R-3 (Multiple Family Residential) is being requested concurrently this evening. The proposed rezoning is necessary to accommodate development of the proposed 143 unit complex.

A Site Plan is also in review for the property. The applicant has proposed a plan that is reflective of a modern, market rate apartment complex, complete with amenities such as a community center, fitness center, computer lab, theater, outdoor play areas, and a community garden. The architectural theme of the project is strongly influenced by the site's location in Historic Avondale; materials (e.g. tumbled brick), period-style lighting fixtures, and other design elements reflective of 1940s have been used in the design. Approval of the Site Plan is an administrative function, but approval cannot occur until both the General Plan Amendment and Rezoning are approved by the Council.

SUMMARY OF REQUEST:

The applicant is requesting to amend the General Plan Land Use Map designation of the subject property from Medium/High Density Residential to High Density Residential (Exhibit F). As previously mentioned, the Medium/High Density designation allows for development of single-family or multi-family residences with an allowed density range of 4 to 12 dwelling units per acre. The High Density Residential designation allows for development of multi-family residences with a density range of 12 to 30 dwelling units per acre. This request is a minor amendment.

The applicant has submitted a concurrent rezoning request, contingent on this minor General Plan amendment, to change the zoning from MH (Manufactured Home Park) to R-3 (Multi-Family Residential). This will be considered as a separate item (PL-13-0138) this evening. Although the High Density designation allows for up to 30 dwelling units per acre, rezoning to R-3 will ensure that the density of the project stays at the low end of the allowable range, approximately 15 dwelling units per acre.

PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed General Plan Amendment and Rezoning on Tuesday, February 4th at 6:00 P.M. at Avondale City Hall. The meeting was advertised in the January 17, 2014 edition of the West Valley View. A notification sign was erected on the subject property on January 21, 2014. Additionally, 78 property owners within 500 feet of the subject property were notified of the meeting by letters sent by the applicant on January 21, 2014. One member of the public attended the meeting, Mr. Carlos Robles, on behalf of Agua Fria Union High School District. Mr. Robles and representatives of the developer discussed using the Madison Heights driveway to access the high school's bus maintenance facility and providing a pedestrian gate to allow students that live in the development to more easily walk to school (Exhibit G). The most recent Site Plan provided to the City has accommodated the access requested by Mr. Robles.

Staff has received one email in opposition to the proposed project from Mr. Paul Faith, owner of a nearby commercial center (Exhibit H). Staff's responses to Mr. Faith's concerns are also included in Exhibit H.

The Planning Commission heard this request at their meeting on February 20, 2014. Letters notifying nearby property owners of the meeting were mailed on February 3, 2014, and a notice of the hearing was published in the West Valley View on January 31, 2014. No interested parties spoke on the item at the February meeting.

A notice of this March 3, 2014 City Council public hearing was published in the West Valley View on February 11, 2014. On February 13, 2014, letters were again mailed to the 78 property owners whose parcels were located within 500 feet of the subject property. No additional comments on this proposal have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on February 20, 2014, and voted 6-0 to recommend approval of this General Plan Amendment request. Commissioner Smith was excused from the meeting.

Due to the short turnaround between the Planning Commission meeting and this City Council meeting, Planning Commission meeting minutes available at the time of this report's publication but will be provided to the Council prior to the meeting. In lieu of minutes, the Planning Commission's discussion is summarized, as follows:

- Commissioner Scibienski asked if the subject property had access to 4th Street. Staff explained that the property does not have vehicular access to 4th Street but does have pedestrian and utility access.
- Commissioner Scibienski inquired about the impacts of the proposed increase in density on Agua Fria Union High School District and Avondale Elementary School District. Staff indicated that both Districts are aware of the proposal and have not indicated any objection to this point. Furthermore, the applicant and Agua Fria High School have been working together to enhance connectivity between the two sites.
- Commissioner Carrillo asked what would happen to residents of the existing Madison Heights development during the demolition and redevelopment phases of the project. Brian Swanton, Gorman & Company, master development partner for the Housing Authority of Maricopa County, stated that all residents are protected under the Federal Uniform Relocation Act, which requires the developer to provide temporary housing to residents during demolition and construction. Mr. Swanton indicated that residents could receive rent subsidies to be used to obtain housing in the private marketplace, or residents could choose to utilize other existing HAMC developments as a temporary solution.
- Commissioner Carrillo asked about the density of the proposed project being under 15 dwelling units/acre, but the General Plan designation of High Density Residential allowing for up to 30 dwelling units per acre. Staff explained that with the General Plan change, they could seek zoning that would allow for greater density. However, the applicant and City both agreed that due to the context of the site, a lower intensity multi-family district was more appropriate. As such, the R-3 District, which allows for a maximum of 2 stories and around 15 dwelling units to the acre was chosen over the R-4 District which would allow 3 stories and closer to 30 dwelling units to the acre.
- Commissioner Carrillo asked if the community center and other site amenities would be reserved for use by residents of the development or if these features would be open to public use. Staff stated that the project will function very similarly to a market rate apartment complex development, and the amenities such as the community center would be available to residents and their guests.
- Commissioner Carrillo inquired about the "movie theater" that is to be included in the community center building. Staff explained that a trend in apartment developments is to provide an entertainment room with theater style seating and movie viewing equipment for residents to reserve for special occasions.
- Commissioner Scibienski discussed the letter of objection from Mr. Paul Faith, a nearby property owner. Commissioner Scibienski indicated that the only concern listed by Mr. Faith that was a concern to him was in regards to the amount of parking that would be provided on the Madison Heights site. Staff explained that the applicant has provided a parking study that looked at 7 subsidized housing sites throughout the valley. The study confirms that vehicle ownership amongst residents of subsidized housing developments is significantly lower than at market rate developments and, as such, less parking is needed. Staff indicated they were confident with the methodology used in the parking study and agrees with the finding that reductions in parking from the City's standard rates would not be an issue for the proposed new development.
- Commissioner Demlong inquired into Agua Fria High School's use of Madison Street. Brian

Swanton, developer, indicated that the school has used Madison Street for emergency purposes only. Commissioner Demlong noted he understood the emergency access need, but he didn't want to see Madison Street become more heavily used by busses as it would make living in the development less safe. Mr. Swanton agreed with Commissioner Demlong.

- Commissioner Demlong asked about buffering residences to the west from the proposed 2-story buildings. Staff stated that the Zoning Ordinance updates have enhanced separation requirements between single-family residential and multi-family residential uses; in the R-3 District, a minimum separation of 75' is required between single-family property line and the closest point of a 2-story building. Staff also indicated that the site plan in review exceeded those minimums, proposing an approximate 110' separation at the nearest point.
- Commissioner Demlong noted his excitement over this proposed project, saying it was a perfect buffer between the school to the south and future commercial development north.

ANALYSIS:

The City Council must determine that the proposed amendment meets four findings prior to approving the Resolution. The burden of proof rests with the applicant. Staff's analysis of each of the required findings is presented below.

1. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.

- While there are approximately 250 acres of undeveloped High Density Residential designated properties in the City, undeveloped parcels large enough (e.g. approximately 10 acres) to accommodate the proposed development are rare. Additionally, most "alternate" sites are not located in Historic Avondale in close proximity to the population HAMC aims to serve.
- The nearest site designated High Density and that is also large enough to accommodate this development is located east of the southeast corner of Dysart Road and Buckeye Road. However, HAMC already owns and operates a subsidized housing development on the Madison Heights project site. Development of the project at another site not owned by the County is not practical when a one-step increase in density allowance can accommodate the development on the existing site.
- The proposed amendment will not significantly alter the balance of land uses or the overall mix of housing in the City.

2. The amendment constitutes an overall improvement in the General Plan 2030 and is not solely for the good or benefit of a particular landowner or owners.

- The proposed amendment and consequent redevelopment of the site will benefit the entire Historic Avondale area and City at large. The existing site, developed in 1973, is antiquated and is not built to current City design, landscape, or life safety standards. Construction of a new apartment complex on the site that furthers the City's design goals, increases services for residents, and improves living conditions for residents will serve as a major step towards the City's desired transformation of Historic Avondale into a more livable neighborhood that is reticent of the area's history.
- The subject site's location directly adjacent to the Agua Fria High School's athletic facilities lends itself to an increase in density, as students who reside in the project will safely and easily be able to get to and from school. Furthermore, only 5 residential lots directly abut the property, on the western property line. The City has measures in place to ensure adequate separation between the two-story buildings associated with Madison Heights and those residences rear lot lines.

3. The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the

proposed change, or (3) adversely impacting the existing land use.

- The property's current Medium/High Density designation would allow for development at a density of 12 dwelling units per acre. This amendment and concurrent rezoning will allow a density of less than 15 dwelling units per acre, a minor change from what is currently allowed. That minor increase in density is not a significant alternation to the City's planned land use pattern, and is not expected to have any significant impacts on public infrastructure. If any infrastructure upgrades are identified as necessary to support the increase in density, the upgrades will be completed and funded by the developer, at no cost to the City.
- Existing land uses in the vicinity of the project should benefit from the proposed change. Redevelopment of a substandard site with a project that is built to current standards will improve the aesthetics of the area and potentially have a positive impact on surrounding property values. Additionally, a minor increase in density may lead to sales increases at nearby restaurants and retail establishments.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.

- The proposed amendment is consistent with several goals of the General Plan 2030, such as:
 - Land Use Goal #4, Policy B "Require all new development to participate in the required infrastructure enhancements including, but not limited to, street widening and connecting to City water and sewer systems." As part of this project, the developer will dedicate an additional 10' of right-of-way adjacent to Dysart Road in order to allow sufficient room for pedestrian enhancements, most notably a detached, shaded sidewalk.
 - Land Use Goal #2, Policy C "Preserve and enhance the vitality of existing neighborhoods in and around the Historic Avondale area by continuing to promote the rehabilitation of mature housing and development of infill lots." The proposed redevelopment will enhance the vitality of the neighborhood, replacing a blighted development with a new development designed to honor the character of Historic Avondale.
 - Housing Element Goal #3 "Maximize the efficiency and effectiveness of affordable housing and neighborhood stabilization programs." Approval of this General Plan Amendment and subsequent rezoning will allow HAMC to consolidate three existing sites into one, allowing for a more effective use of resources and leading to better services for residents.
 - Redevelopment Element Goal #3 "Encourage safe and well-maintained housing, neighborhoods, and buildings that are free from blight." Redevelopment of the existing sub-standard site with a new project that reflects the character of Historic Avondale while accommodating the latest in safety and design directly responds to this goal.

Conclusion:

Based on the information provided by the applicant, the public input received and the staff analysis, staff recommends approval of the requested minor General Plan Amendment.

FINDINGS:

The proposal meets the four required findings for General Plan Amendments as detailed in the Analysis section, above.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt the Resolution approving application PL-13-0241, a request to amend the General Plan from Medium High Density Residential to High Density Residential for approximately 9.9 gross acres located at the northwest corner of Dysart Road and Madison Street.

PROPOSED MOTION:

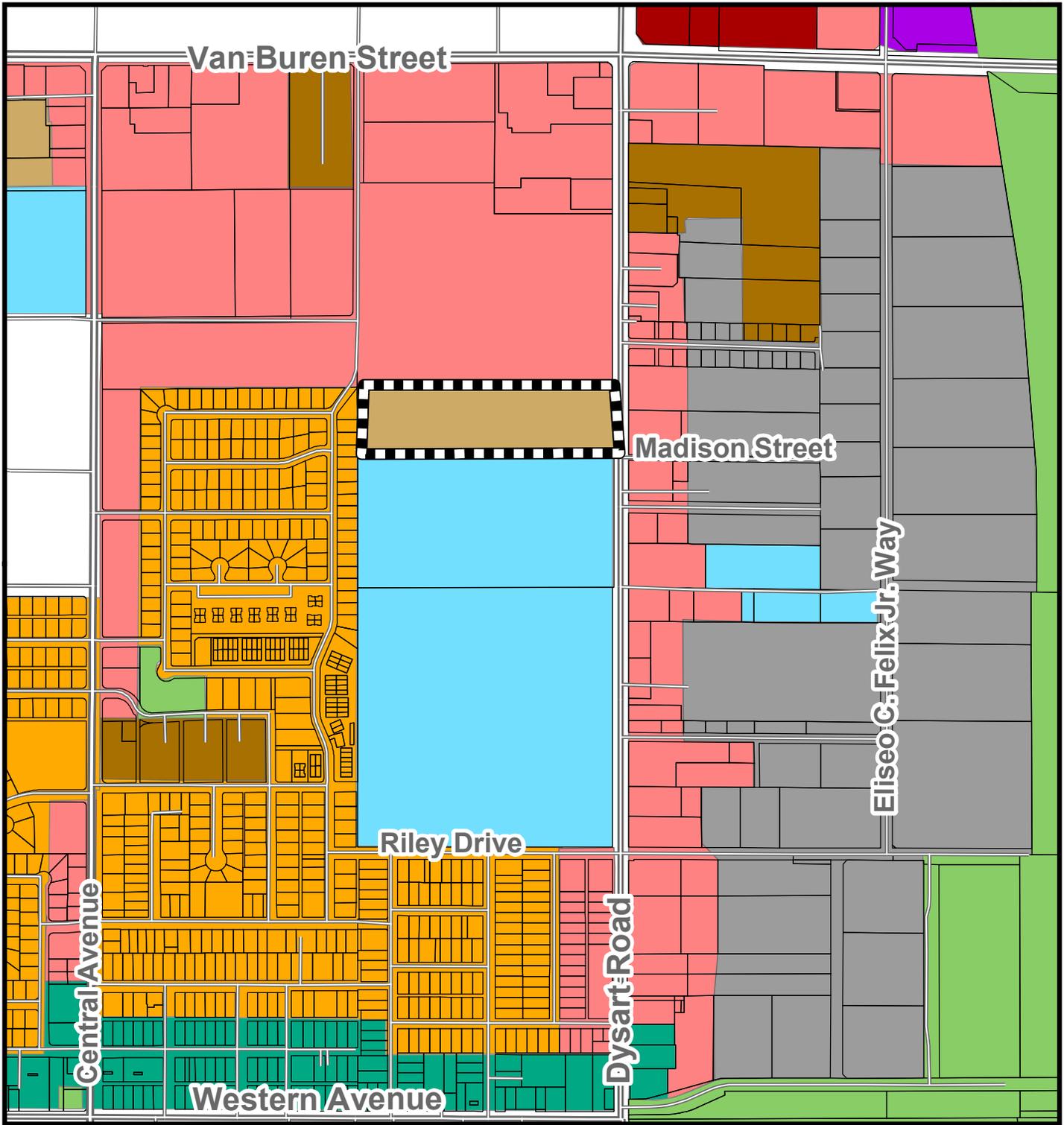
I move that the City Council accept the findings and **ADOPT** the Resolution approving Application PL-13-0241, a request to amend the General Plan from Medium High Density Residential to High Density Residential for approximately 9.9 gross acres located at the northwest corner of Dysart Road and Madison Street.

ATTACHMENTS:**Click to download**

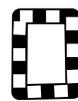
- [Exhibit A - Current General Plan Land Use Map](#)
- [Exhibit B - Proposed General Plan Land Use Map](#)
- [Exhibit C - Zoning Vicinity Map](#)
- [Exhibit D - Aerial Photograph](#)
- [Exhibit E - Summary of Related Facts](#)
- [Exhibit F - Applicant's General Plan Amendment Narrative](#)
- [Exhibit G - Neighborhood Meeting Summary and Sign-In Sheet](#)
- [Exhibit H - Email Correspondence with Mr. Paul Faith](#)
- [Resolution 3169-314](#)

PROJECT MANAGER:

Ken Galica, Senior Planner (623) 333-4019



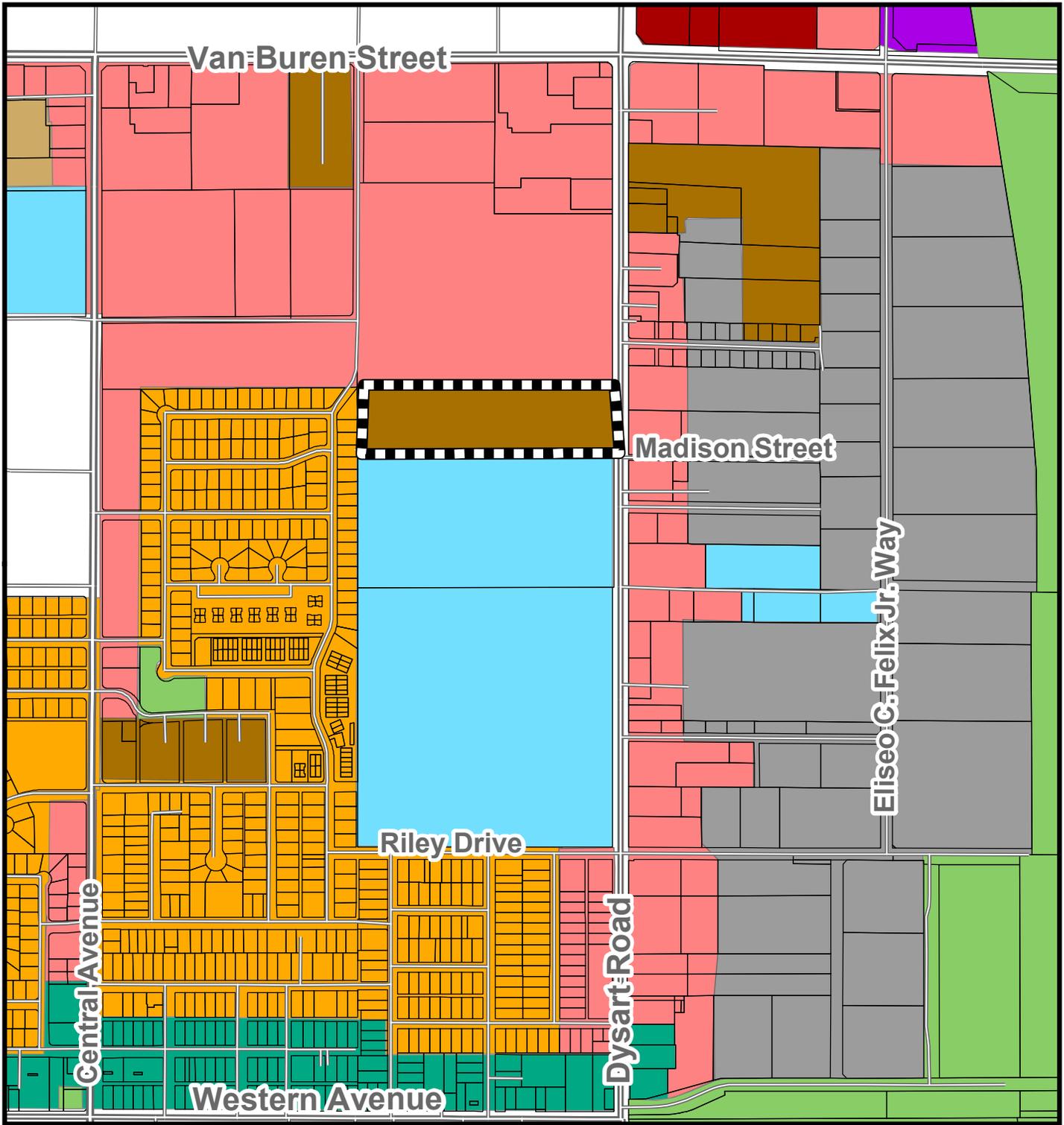
Current General Plan Land Use Map



Subject Property

- Local Commercial
- Urban Commercial
- Historic Avondale District
- Education
- Industrial
- Open Space

- High Density Residential
- Medium High Density Residential
- Medium Density Residential



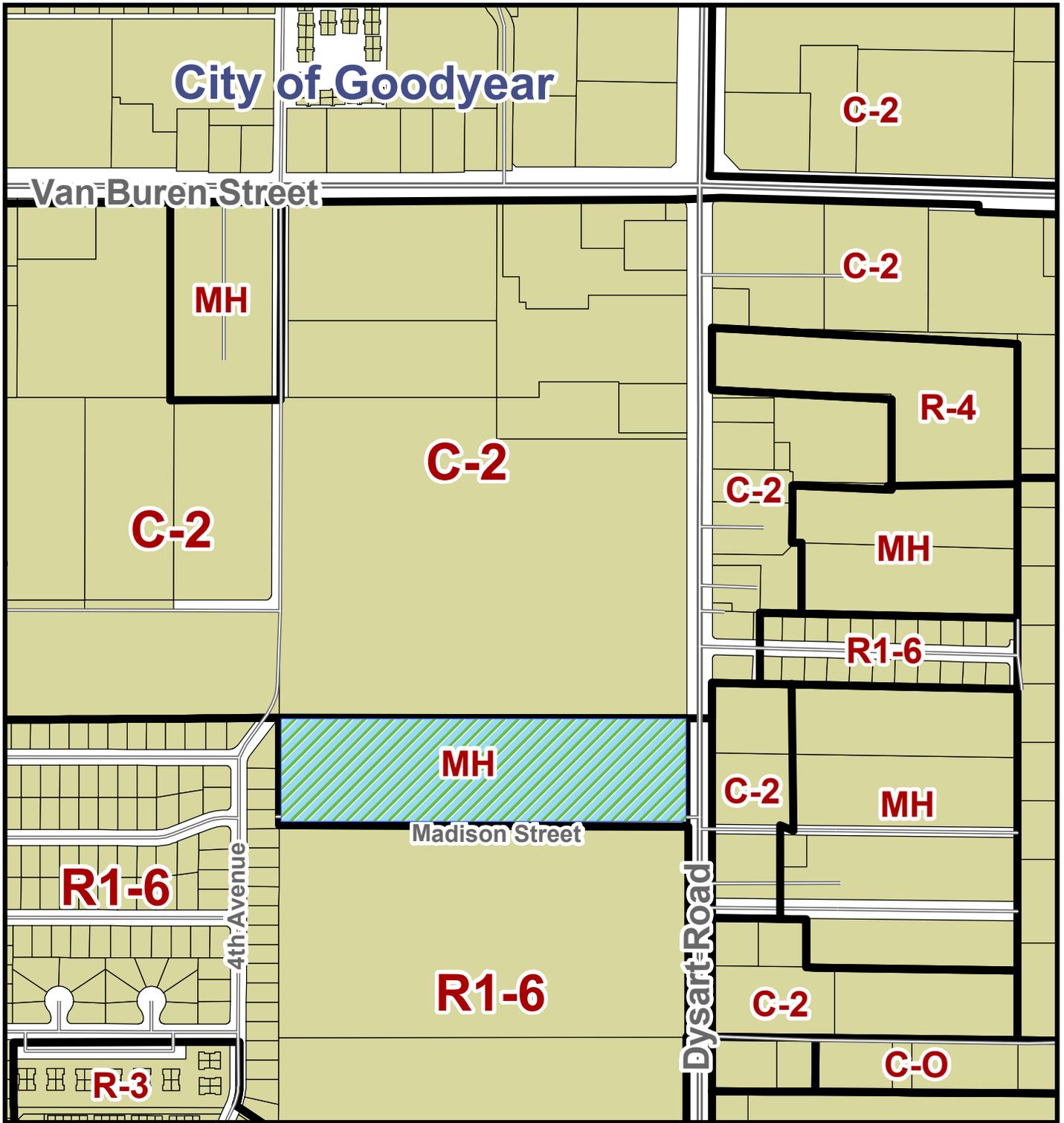
Proposed General Plan Land Use Map



Subject Property

- Local Commercial
- Urban Commercial
- Historic Avondale District
- Education
- Industrial
- Open Space

- High Density Residential
- Medium High Density Residential
- Medium Density Residential



Zoning Vicinity Map



Subject Property





Aerial Photograph



Subject Property



*SUMMARY OF RELATED FACTS
APPLICATIONS PL-13-0238 AND PL-13-0241
MADISON HEIGHTS MINOR GENERAL PLAN AMENDMENT AND REZONING*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 9.9 Gross Acres; 9.6 Net Acres
LOCATION	Northwest corner of Dysart Road and Madison Street
PHYSICAL CHARACTERISTICS	Relatively flat site developed in 1973 with 48 buildings containing 77 multi-family residential units.
EXISTING LAND USE	Multi-Family Residential. The project is owned and operated by the Housing Authority of Maricopa County to provide housing opportunities for a population that makes less than 60 percent of the median income in the County.
EXISTING ZONING	MH (Manufactured Home Park)
ZONING HISTORY	The property was annexed into Avondale’s Corporate Limits on March 21, 1960 and subsequently zoned R-5 (Multi-Family Residence/General). In August of 1990, the Zoning Ordinance was rewritten and the R-5 District was changed from “Multi-Family Residence/General” to “Mobile Home Park”. At that time, the use of the property for apartments became non-conforming. In March 2009, the R-5 District was renamed MH (Manufactured Home Park) to better reflect the uses permitted within it. An application to rezone the property to R-3 (Multi-Family Residential) is in process to allow for redevelopment of the site with a 143 unit apartment complex.
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	An approximate 30 acre undeveloped parcel zoned C-2 (Community Commercial).
EAST	Directly across Dysart Road from the subject property are two parcels zoned C-2 (Community Commercial): a 1.3 acre parcel developed with commercial buildings occupied by a thrift store and insurance office and a 4.8 acre parcel that is undeveloped.
SOUTH	Athletic fields and the bus maintenance facility for Agua Fria High School. The property is zoned R1-6 (Single-Family Residential).
WEST	Single-family residences part of the Casa Lomas Unit 3 subdivision. The properties are zoned R1-6 (Single-Family Residential). Four lots directly abut the Madison Heights property.

GENERAL PLAN

The Avondale General Plan 2030 designates the subject property as “Medium/High Density Residential”, a category that allows for residential uses, single or multi-family, with a density range of 4 to 12 dwelling units per acre. The applicant has requested an amendment to the General Plan Land Use Map to reclassify the property as “High Density Residential”, which allows for multi-family residential uses with a density range of 12-30 dwelling units per acre.

PUBLIC SCHOOLS

SCHOOL DISTRICT(S)	Avondale Elementary School District; Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor K-8
HIGH SCHOOL	Agua Fria High School

UTILITIES

Development on the property will be served by an existing 12” waterline in Dysart Road, an existing 8” waterline in 4th Street, and an existing 8” sewer line in Dysart Road.

STREETS

Dysart Road

Classification	Major Collector (South of Van Buren Street only)
Existing half street ROW	40’
Standard half street ROW	50’
Existing half street improvements	Two through lanes, ½ center turn lane, curb, gutter, attached sidewalk, and street lights.
Standard half street improvements	Two through lanes, ½ center turn lane, curb, gutter, detached sidewalk, street lights, and right-of-way landscaping.

Madison Heights – Avondale, AZ



General Plan Amendment and Rezoning Narrative

The Housing Authority of Maricopa County (HAMC), in partnership with Gorman & Company, Inc., is planning on redeveloping the existing Madison Heights project in Avondale, AZ. The site that currently houses Madison Heights is approximately 9.6 net acres and is located at 1103 N. 6th Street in Avondale. Constructed in 1973, this 40 year old development is currently built to only 8 units per acre. The existing 77 units are classic post-World War II barracks-style housing constructed of cement block and arranged in a series of duplexes. The 48 buildings on the site include a leasing office and a small, underutilized community building. The site is currently inefficiently laid out. While the site contains a large amount of open space, much of it is unusable due to the antiquated site plan. The existing site also lacks amenities and features that you would typically see in a modern multi-family housing development. The new \$28 Million development will completely redevelop the site into a modern, high quality 143-unit multi-family development with design features typically seen in high end luxury housing. The new project will contain a 5,000+ square foot community service facility at will include a wide array of community services and amenities, including a before and after school program, a fitness center, computer lab, and a theatre.

The General Plan Amendment request will change the land use designation of the subject property from "Medium/High Density Residential" to "High Density Residential." The "Medium/High Density Residential" designation allows up to 12 dwelling units per acre, while the current site plan reflects approximately 14.9 dwelling units per acre, or 28 additional units. The amendment will not adversely impact the immediate surroundings nor the community as a whole. Students of Agua Fria High School will be able to walk through a gate in the fence on the Madison Heights property onto school property, as the entire south property line abuts the High School. The entire north property line abuts a completely vacant parcel that encompasses approximately 30 acres.

The Rezoning request will change the zoning of the subject property from MH (Manufactured Home Park) to R-3 (Multi-family Residential). The MH zoning does not allow for multi-family dwellings. This is a permitted land use for land that is zoned R-3. The property, as zoned, would allow for the development of a large mobile home park, consistent with the various mobile home parks found along the east side of Dysart Road between Van Buren and Buckeye Roads. However, the general plan and a variety of visioning documents for Historic Avondale do not envision additional mobile home parks being built. Furthermore, developing a mobile home park on this site is not compatible with the adjacent Agua Fria High School, nor does it serve as an ideal buffer between the high school to the south, the single family residential to the west, or the future commercial land to the north.

While the existing development has its share of shortcomings, it is conveniently located on a major arterial (Dysart Road) within walking distance to high capacity bus service and ready access to Interstate 10. The site is situated immediately north of Agua Fria High School and is within close proximity of employment, shopping and other community amenities. Despite its aging infrastructure, the Madison Heights Apartments serves a critical affordable housing need in Avondale. The surrounding parcels' zoning is a mix of residential (mainly R1-6) and commercial (mainly C-2). The surrounding parcel's land uses are a mix of education, medium density residential, and local commercial. A 2-story, high quality multi-family development will serve as an ideal buffer between the various surrounding land uses.

Of the 143 units at the redeveloped Madison Heights project, 77 units already exist on the current site and 46 unit are expected to relocate from another existing site in the City of Avondale approximately one and a half miles from the Madison Heights site. The remaining 20 units will be relocated from an existing project in Buckeye. The additional 20 households from Buckeye will be the net gain in units to the City of Avondale, as 123 units already exist at two different sites in Avondale. This minimal net increase in units is expected to have no noticeable impact on the police, fire, water, and wastewater services and facilities provided by the City. Based on feedback received from consultants and the water department, it is expected that the Madison Heights project will have more than adequate availability of water both currently and for the foreseeable future to serve the 143 units.

Because the existing water, waste water, and public safety facilities that currently serve the Madison Heights site will be able to adequately serve the redeveloped site, there will be no infrastructure improvements that need to be made to these facilities by the City. In addition, the roads and walkways on the current site are private, and are therefore maintained by the project. As a part of the redevelopment of Madison Heights, all of the roads and walkways will be completely reconstructed.

As a result of the project being an existing development, the redeveloped project is not expected to have any negative impact on the natural environment. A qualified, licensed demolition subcontractor and asbestos abatement subcontractor will be hired to do the demolition/abatement work at Madison Heights to ensure no negative impact on the environment will occur during the demolition and abatement phases of development. The construction team will utilize best practices in recycling existing building materials to the greatest extent feasible, with the goal of accomplishing a zero-waste construction project.

The project will be located within one half mile of multiple bus stops. Because the tenant population will earn less than 60% of the Maricopa County median income, they are less likely to own a vehicle, and are therefore more likely to be dependent on the City's public transportation system. It is expected that tenants from the redeveloped Madison Heights

project will provide additional support to the public transportation systems that were recently expanded in January of 2014.

Consistency with General Plan

This project will assist in accomplishing goals laid out by both the City of Avondale staff, as well as the citizens of the City of Avondale in their General Plan. Specifically, this project will support a higher density land use in order to support future transit and rail while redeveloping an infill site in desperate need of modernization and revitalization. This will assist in the General Plan goal of establishing an identity for the City that is based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community. In addition, the Madison Heights project will meet the long-term social and economic goals of the community by providing high-quality, sustainable affordable housing for individuals and families earning up to 60% of the Maricopa County median income.

This project will assist in maintaining the fiscal viability of the City of Avondale by redeveloping the current Madison Heights site, with estimated total project costs of approximately \$28 million, with no financial assistance for economic incentives of any kind from the City. In addition, the Madison Heights project will include a 5,000+ square foot multi-purpose community center with frontage on Dysart Road that will include space to provide individual and group counselling and case management, as well as additional supportive services such as before and after school programming, computer training, job placement and training services, parenting classes, financial literacy training and the like.

Furthermore, the Madison Heights project will assist in encouraging safe and well-maintained neighborhoods and buildings that are free from blight as well as providing a safe and healthy environment for all Avondale residents. The project currently calls for the demolition of the existing 48 blighted buildings which are currently obsolete and cooled in the summer months with swamp coolers. The redeveloped property will have evidence-quality surveillance cameras, the entire site will be well lit, and the project will be managed by a professional third-party management company. The Madison Heights development will also be designed using CPTED principles (Crime Prevention Through Environmental Design), and the property will actively participate in the Crime Free Multi-Housing Program. As proven through crime statistics, Gorman & Company's developments in Arizona and throughout the U.S. actually result in lower crime rates in the surrounding neighborhood.

While this project addresses a multitude of goals that are included in the General Plan, perhaps the most relevant goal in the General Plan is the desire to maximize the efficiency and effectiveness of affordable housing and neighborhood stabilization programs. One of the stated

policies for accomplishing this goal is to 'identify new prototypes for quality high-density residential housing.' The Madison Heights project well within this stated goal in the General Plan.

Design Themes

The current redevelopment plan calls for the complete demolition of all 48 buildings and a wholesale redesign of the entire site. The new plan calls for a modern garden-style walk-up design of 143 apartment units at approximately 14.9 units per acre. The 11 new residential apartment buildings will all be two-stories, and a 1 story commercial-style community center/leasing office will front on to Dysart Road. The single family residential units to the west are well buffered by the new development with building set-backs that are dramatically more separated from the west property line than the existing buildings. The western edge of the site will also be buffered by trees, as well as a double-loaded bay of parking along the drive aisle. The length and narrowness of the site (approximately 1270 feet by 330 feet) required an innovative approach to the design and site plan. As a result, the site is divided into clusters of buildings arranged at varying angles to create interest and undulation.

Amenities:

Three nodes of useable open space will be provided throughout the site, each of which will contain outdoor amenities such as barbeque grills, benches, shade, playground equipment and the like. We have also identified space for a potential community garden near the community center. Project amenities will also include a 5,000+ square foot multi-purpose community center with on-site before and after school programming, a fitness center, computer lab, a theatre and free wireless internet.

Sustainability:

The project will be designed to a LEED Gold standard using a prescriptive path to sustainability. Sustainable features include desert landscaping, water efficient plumbing fixtures, energy efficient equipment and lighting, and hard surface flooring among others.

Buildings:

Each residential building is oriented with the long axis in the east-west direction to provide good solar exposure. The exterior facade includes an attractive mix of stucco, decorative masonry, and metal shade awnings and roof elements over tucked-in patio decks. All mechanical equipment will be placed on the flat roof and will be shielded from view by a stucco parapet.

Madison Heights Neighborhood

Meeting

Carlos Robles - Agua Fria HSD # 216
crobles@aguafria.org

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Madison Heights Neighborhood Meeting – February 4, 2014

Meeting Minutes

- Introductions were made between Carlos Robles (Agua Fria High School), Brian Swanton (Gorman & Company, Inc.), Zach Johnson (Gorman & Company, Inc.), Yumiko Ishida (Acanthus Architecture), and Jackie Keller (City of Avondale).
- Brian discussed the current site as well as the overall plan for redevelopment of the site. Three boards with the site plan and renderings were used in order to illustrate the final result of the redeveloped site.
- Carlos inquired about the possibility of school buses using the private drive that runs along the south border of the Madison Heights development. Brian stated there may be some ability, but it cannot be a main thoroughfare for buses
- Discussion was held regarding the placement of a gate for tenants that live at Madison Heights to access the Agua Fria High School
- Multiple locations were identified as potential locations for the gate placement

Ken Galica

From: Paul Faith <pfaith@faithlaw.com>
Sent: Monday, January 20, 2014 11:34 AM
To: Ken Galica
Subject: RE: Madison Heights redevelopment

Ken: thanks for listening. Paul

Paul J. Faith, Esq
Faith, Ledyard & Faith, PLC
919 N. Dysart Rd., Ste. F
Avondale, AZ 85323

623-932-0430 623-932-1610 (fax)

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www.faithlaw.com

Please see attorney profile:

<http://www.faithlaw.com/Attorneys/Paul-J-Faith.shtml>

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-----Original Message-----

From: Ken Galica [mailto:kgalica@avondale.org]
Sent: Monday, January 20, 2014 11:12 AM
To: Paul Faith
Cc: Tracy Stevens
Subject: RE: Madison Heights redevelopment

Thanks, Paul. I'll include your objections in the case file and attach this email as an exhibit to staff reports to Planning Commission and City Council. I will also have the applicant send out a supplementary letter clarifying the correct

address as 1103 N. Dysart Road, and we will use that address in all official notifications of the two public hearings - Planning Commission and City Council.

The property is currently designated by the General Plan for residential use (Medium/High Density). In staff's opinion, its location immediately adjacent to Agua Fria High School lends itself to a residential use that will allow students to easily access their educational facilities, and the minor GPA requested to bring the density up one level is a fair trade for demolishing the existing development and replacing it with a project that meets City standard. As a reminder, the City has significantly enhanced design standards to ensure "low quality" residential will not be built anywhere in the City. While the project will remain owned by the County and therefore provide subsidized housing, its design requirements are no less stringent than if it were to be a market rate project in a more affluent portion of the City.

In regards to fencing, the City has, over the past several years eliminated many of its fencing/wall requirements in order to create a more walkable community. Fencing a residential development such as this only serves to make pedestrian access to nearby commercial development more difficult. Walls/gates also serve to negate the aesthetic qualities of a well-landscaped development and have been no discernable impact on the safety of a project. Using CPTED principles in a project's design are far more effective barriers to crime and decay, and those principles are being incorporated into the project design.

Lastly, you are correct in that the project is proposing fewer parking spaces than typically associated with an apartment project. The applicant is preparing a parking study which analyzes typical auto-ownership/use by residents in these types of subsidized developments. They City will review the study when it is submitted and make a determination on whether to allow reduced parking if the study is determined to be sound.

Thank you again for sharing your comments and concerns.

Ken Galica
Senior Planner
Development Services Department
11465 W. Civic Center Drive
Avondale AZ 85323
(623) 333-4019

-----Original Message-----

From: Paul Faith [mailto:pfaith@faithlaw.com]
Sent: Monday, January 20, 2014 10:44 AM
To: Ken Galica
Subject: RE: Madison Heights redevelopment

Ken, please consider this email my objection to the planned development. I own approximately 65,000 sq ft of retail/office/commercial and 4 houses within a mile of this project. As much as I would like to see growth and development in this area, I do not believe this project is good for the area.

1. The area would be best served as developed for commercial uses. The existing low quality residential along Dysart Road has been a drag on development. The answer is not redeveloping the property by turning a low density low income project into a higher density low income project.
2. The area already has too much low quality housing. Although this may be considered a step up from the existing government housing, the area would be better served if this housing were moved to a residential area.
3. This development may set the tone for additional high density, lower quality housing on neighboring property to the North, or may result in a lower quality commercial development as its neighbor.
4. The plan as submitted is not clear whether the project will be fenced as it is now. This development should be fenced and entrance regulated.
5. Parking is not sufficient. There is slightly more than one parking space per dwelling. This will result in parking on the street, spilling into the neighboring areas. This project should be required to provide sufficient parking for its' needs, including the needs of visitors and employees of the project.
6. A recent mailing by Gorman and Company setting a neighborhood meeting says the address is 1103 N 6th St. The property is on Dysart (aka 8th St). The notice of the meeting incorrectly describes the property.

Paul J. Faith, Esq
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Please see attorney profile:

<http://www.faihlaw.com/Attorneys/Paul-J-Faith.shtml>

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RESOLUTION NO. 3169-314

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY 9.91 ACRES LOCATED AT THE NORTHWEST CORNER OF NORTH DYSART ROAD AND MADISON STREET AS SHOWN IN APPLICATION PL-13-0241.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on June 17, 2002, and ratified by the qualified electors of the City of Avondale on September 10, 2002; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately 9.91 acres of real property generally located at the northwest corner of North Dysart Road and Madison Street from “Medium/High Density Residential” to “High Density Residential” (the “General Plan Amendment”); and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land-use designations; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Planning and Zoning Commission (i) held a public hearing on the proposed General Plan Amendment in the City Council Chambers on February 20, 2014 and (ii) provided notice of such hearing by publication on January 31, 2014; and

WHEREAS, pursuant to the General Plan, the City Council (i) held a public hearing on the proposed General Plan Amendment in the City Council Chambers on March 3, 2014 and (ii) provided notice of such hearing by publication on February 11, 2014; and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed General Plan Amendment has been given in a manner required by ARIZ. REV. STAT. § 9-461 *et seq.* and (ii) each of the required publications have been made.

NOW, THEREFORE, BE IT RESOLVED 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 General Plan is hereby amended to change the land-use designation for approximately 9.91 acres of real property generally located at the northwest corner of North Dysart Road and Madison Street, as shown in Application PL-13-0241, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, from “Medium/High Density Residential” to “High Density Residential.”

SECTION 3. 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 Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, March 3, 2014.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3169-314

[General Plan Amendment Legal Description and Map]

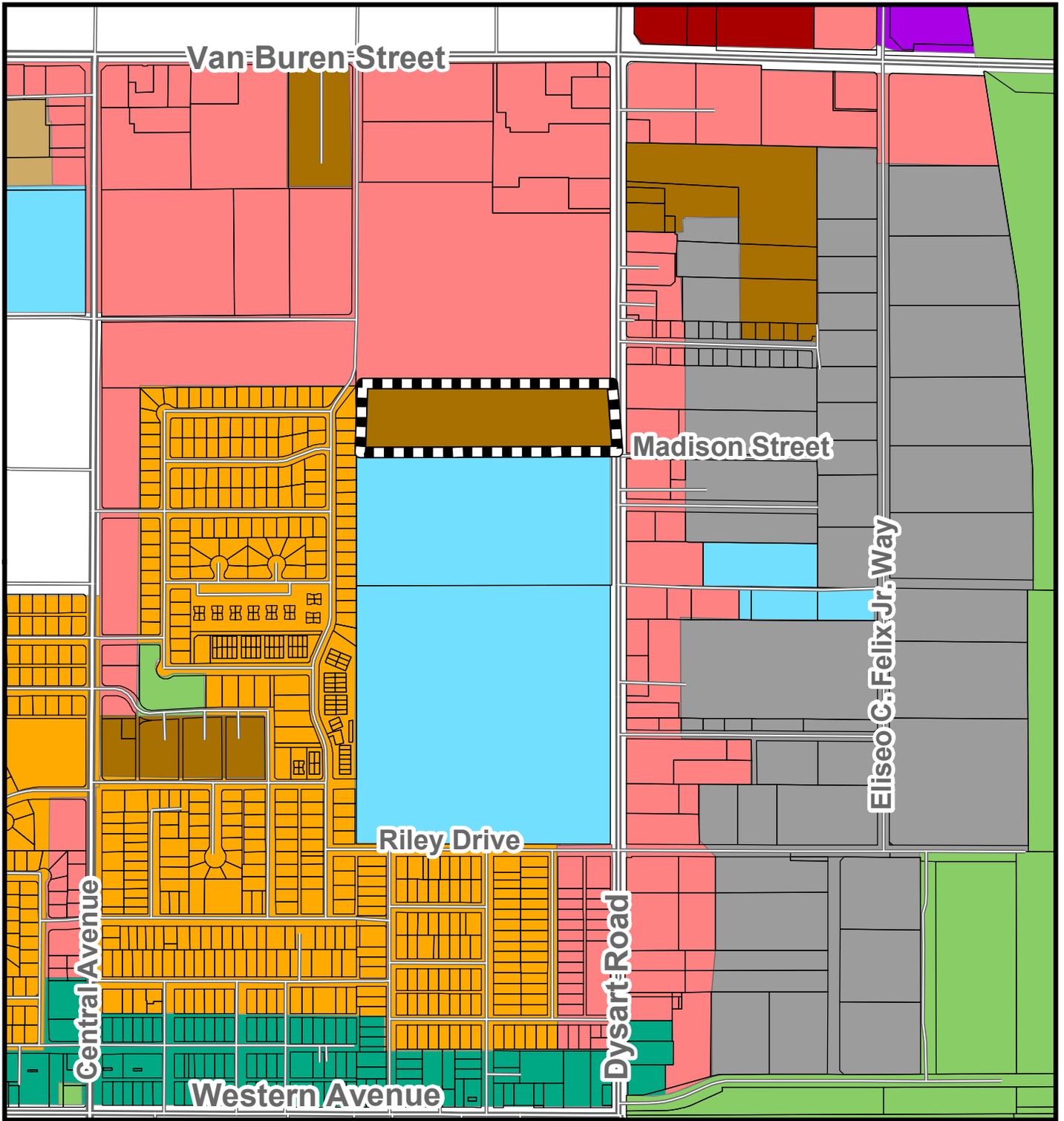
See following pages.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

The South 330 feet of the North half of the Southeast quarter of the Northeast quarter of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

APN: 500-10-008B



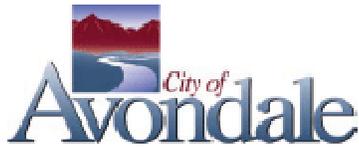
Application PL-13-0241



Subject Property

- Local Commercial
- Education
- Urban Commercial
- Industrial
- Historic Avondale District
- Open Space

- High Density Residential
- Medium High Density Residential
- Medium Density Residential



DEVELOPMENT SERVICES

SUBJECT:

Public Hearing and Ordinance 1537-314 – Madison Heights Rezoning (PL-13-0238)

MEETING DATE:

March 3, 2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager (623) 333-1014

REQUEST: Rezone property from MH (Manufactured Home Park) to R-3 (Multiple Family Residential)

PARCEL SIZE: Approximately 9.9 gross acres

LOCATION: Northwest corner of Dysart Road and Madison Street (Exhibits A and B)

APPLICANT: Ms. Yumiko Ishida, Acanthus Architecture (602) 274-5000

OWNER: Housing Authority of Maricopa County, Ms. Gloria Munoz (602) 744-4500

BACKGROUND:

The property was annexed into Avondale's corporate limits on March 21, 1960 and was subsequently zoned R-5 (Multi-Family Residence/General). In 1973, the site was developed with 48 buildings containing 77 subsidized residential apartments, a leasing office, and a community activity room owned and operated by the Housing Authority of Maricopa County (HAMC).

In an effort to consolidate its west valley housing into a single site, upgrade services, and provide a greater range of modern amenities to residents, the County is seeking to demolish the existing Madison Heights development and redevelop the site with a 143 unit apartment complex, a density of 14.9 dwelling units per acre. If all required applications are approved, the redeveloped site will accommodate the property's existing residents (77 units), and residents from two other HAMC sites, Norton Circle (46 units located on 4th Avenue, south of Western Avenue in Avondale) and HM Watson Homes (20 units in Buckeye). The total number of units sought by HAMC is equal to the total number of existing units between the three projects referenced above.

The General Plan 2030 Land Use Map identifies the subject property as Medium/High Density Residential. This category allows for residential uses, single-family or multi-family, with a density range of 4 to 12 dwelling units per acre. Development in this category is encouraged to be clustered, to promote walkability, and provide substantial open space and other recreational amenities to serve residents and encourage interaction. Because the density proposed (14.9 dwelling units/acre) exceeds the range of the property's current General Plan Land Use Map designation (maximum of 12 dwelling units/acre), an amendment is required to reclassify the property as High Density Residential, which allows for up to 30 dwelling units per acre. That amendment is being considered separately from this rezoning tonight.

In August 1990, the Avondale Zoning Ordinance was rewritten and the R-5 District was changed from "Multi-Family Residence/General" to "Mobile Home Park". With that change, the ongoing use of

the property for apartments became legal non-conforming. In March 2009, the R-5 District was renamed MH (Manufactured Home Park) to better reflect the uses permitted within it. The property's current zoning remains MH; under this current zoning, development of the property is limited to a manufactured home park. As such, a rezoning of the property from MH to R-3 (Multiple Family Residential) required. The proposed rezoning is necessary to accommodate development of the proposed 143 unit complex.

A Site Plan is also in review for the property. The applicant has proposed a plan that is reflective of a modern, market rate apartment complex, complete with amenities such as a community center, fitness center, computer lab, theater, outdoor play areas, and a community garden. The architectural theme of the project is strongly influenced by the site's location in Historic Avondale; materials (e.g. tumbled brick), period-style lighting fixtures, and other design elements reflective of 1940s have been used in the design. Approval of the Site Plan is an administrative function, but approval cannot occur until both the General Plan Amendment and Rezoning are approved by the City Council.

Please note, approval of this rezoning request cannot occur unless the General Plan Amendment is also approved.

SUMMARY OF REQUEST:

1. The applicant has requested to rezone the subject property from MH (Manufactured Home Park) to R-3 (Multiple Family Residential) in order to accommodate development of a 143 unit apartment complex to replace the existing 77 unit Madison Heights project.
2. Development of the site will be in accordance with the standards of the R-3 (Multiple Family Residential) Zoning District. The R-3 District allows for development of multi-family uses, such as apartments, appropriate for the surrounding neighborhood (2 story maximum, maximum 15 dwelling units per acre after administrative relief). The District also prescribes separation standards and other measures to ensure that adjacent residential properties are well-buffered.
3. The applicant originally had sought R-4 zoning on the property. The R-4 District is, like the R-3 District, a multi-family zoning district, but it allows for additional height (3 stories) and density (up to 30 dwelling units per acre) that staff deemed incompatible within the context of Historic Avondale. The applicant understood the rationale behind staff's direction and amended their request accordingly.
4. Design of the project is required to meet all City design requirements that are expected of new, market rate development.
5. A stipulation is included to require dedication of 10' of right-of-way adjacent to Dysart Road to allow for enhanced pedestrian improvements, including a detached sidewalk and the provision of shade trees to encourage walking. The existing sidewalk is attached and not shaded.
6. Stipulations are included to ensure that any infrastructure improvements needed to support the increased density proposed will be completed and paid for by the developer.
7. Standard stipulations are included to ensure conformance with the City's General Engineering Requirements manual.

PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed General Plan Amendment and Rezoning on Tuesday, February 4th at 6:00 P.M. at Avondale City Hall. The meeting was advertised in the January 17, 2014 edition of the West Valley View. A notification sign was erected on the subject property on January 21, 2014. Additionally, 78 property owners within 500 feet of the subject property were notified of the meeting by letters sent by the applicant on January 21, 2014. One member of the public attended the meeting, Mr. Carlos Robles, on behalf of Agua Fria Union High School District. Mr. Robles and representatives of the developer discussed using the Madison Heights driveway to access the high school's bus maintenance facility and providing a pedestrian gate to allow students that live in the development to more easily walk to school (Exhibit E). The most recent Site Plan provided to the City has accommodated the access requested by Mr. Robles.

Staff has received one email in opposition to the proposed project from Mr. Paul Faith, owner of a nearby commercial center (Exhibit F). Staff's responses to Mr. Faith's concerns are also included in Exhibit F.

The Planning Commission heard this request at their meeting on February 20, 2014. Letters notifying nearby property owners of the meeting were mailed on February 3, 2014, and a notice of the hearing was published in the West Valley View on January 31, 2014. No interested parties spoke on the item at the February meeting.

A notice of this March 3, 2014 City Council public hearing was published in the West Valley View on February 11, 2014. On February 13, 2014, letters were again mailed to the 78 property owners whose parcels were located within 500 feet of the subject property. No additional comments on this proposal have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on February 20, 2014, and voted 6-0 (Commissioner Smith excused) to recommend approval of this Rezoning request subject to the following stipulations:

1. Development of the site shall be in conformance with the Madison Heights General Plan Amendment and Rezoning Narrative, date stamped February 10, 2014.
2. Approval of a Site Plan in conformance with all applicable Zoning Ordinance and Design Manual requirements shall be obtained prior to submitting any final construction or civil plans for permitting.
3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
4. The developer shall dedicate 10' of right-of-way adjacent to Dysart Road prior to issuance of any permit for the project. The dedicated right-of-way will be utilized by the City in its ongoing effort to increase the walkability of the Dysart Road corridor.
5. Improvements to the existing water system may be required, at the developer's expense, to adequately serve the increased density of the Madison Heights project.
6. Sewer system improvements may be required, at the developer's expense, to adequately serve the increased density proposed.

The Planning Commission meeting minutes will be provided to the Council prior to the meeting. Only one question was posed prior to approval of this item, as follows:

- Chairperson Kugler inquired as to the future of the Norton Circle site. Brian Swanton, Gorman & Company, developer, indicated that operation of the site is expected to continue until funding to redevelop can be obtained. Mr. Swanton also noted that the federal subsidy for the 46 units would be transferred to Madison Heights, meaning that HAMC would be able to operate the facility as a market rate development, providing additional flexibility in terms of who could occupy those units in the future. Existing residents could also choose to remain, without subsidy, but at affordable rates.

ANALYSIS:

- The property is currently developed as multi-family residential apartment complex. While the proposed rezoning, if approved, would allow for 66 additional units beyond the 77 existing units, the type of use occurring on the property (multi-family residential) will not change.
- The multi-family uses and density permitted in the R-3 District is appropriate for the High Density Residential General Plan designation proposed.
- The proposed R-3 Zoning District is designed for multi-family use in areas where the more intense R-4 District is not appropriate. The development standards of the R-3 District are designed to maintain a suburban scale (2 stories maximum) and ensure adequate separation

between adjacent uses.

- The proposed rezoning will result in a project designed to the strengthened City design requirements adopted in the preceding 5 years. As such, the quality of the proposed project will be a significant upgrade over the existing 77 unit complex and should serve to enhance the overall neighborhood. Furthermore, the City has worked very closely with the project architect to ensure the buildings pay tribute to Historic Avondale by using materials (e.g. tumbled brick, smooth textured stucco), detailing (e.g. exposed truss tails, framed windows, period inspired awnings, etc.) and decorative lighting reminiscent of what was used in the 1930s and 1940s when the Town of Avondale was incorporated. Although approval of the Site Plan is an administrative function, staff's presentation will include several graphics that will help illustrate the character described above.
- The proposed rezoning will allow for a new development that will result in significant improvements to residents' quality of life. Units themselves will be built to modern standards and feature LEED design elements; open spaces and a community center, gym, community garden, computer lab, and theater will allow residents to participate in a variety of recreational activities and also provide locations for before school and after school programs for youth living in the community.
- Dedication of 10' of additional right-of-way adjacent to Dysart Road will allow for an improved pedestrian environment, to include a detached sidewalk and shade trees.
- The City will not incur any infrastructure cost associated with this redevelopment project. Any necessary upgrades, if any, to City infrastructure (e.g. Water, Sewer) to service this project will be completed by the developer at the developer's cost. The need, or lack thereof, for additional infrastructure will be identified during the Site Plan review process.
- The developer is working with the Agua Fria Union High School District and Avondale Elementary School District to address any concerns they may have. Alterations to the proposed Site Plan have already been made in response to a request from a representative of the Agua Fria High School District. Neither District has indicated as of the date of this report that the proposed increase in density from 77 units to 143 units will result in any significant issues for their operations.
- Both the proposed General Plan Amendment and Rezoning further the goals and policies of the General Plan, particularly as they relate to bettering Historic Avondale and supporting infill or redevelopment projects. However, in the event that the General Plan Amendment is not approved, approval of this rezoning request cannot occur as it will allow for densities in excess of what is allowed in the Medium/High Residential General Plan designation.

Conclusion:

Based on the information provided by the applicant, the public input received and the staff analysis, staff recommends approval of the requested rezoning. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The proposed rezoning to R-3 meets the intent of the proposed General Plan Land Use of High Density Residential for this site.
2. The R-3 District is designed for neighborhood scale multi-family development and the development standards required will result in development of the site compatible with surrounding development.
3. Development of the site to all current City design requirements will represent a significant upgrade over the existing Madison Heights development and will further the goals of revitalizing Historic Avondale.
4. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt the Ordinance approving Application

PL-13-0238, a request to rezone 9.9 gross acres from MH (Manufactured Home Park) to R-3 (Multiple Family Residential), subject to six stipulations as recommended by the Planning Commission.

1. Development of the site shall be in conformance with the Madison Heights General Plan Amendment and Rezoning Narrative, date stamped February 10, 2014.
2. Approval of a Site Plan in conformance with all applicable Zoning Ordinance and Design Manual requirements shall be obtained prior to submitting any final construction or civil plans for permitting.
3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
4. The developer shall dedicate 10' of right-of-way adjacent to Dysart Road prior to issuance of any permit for the project. The dedicated right-of-way will be utilized by the City in its ongoing effort to increase the walkability of the Dysart Road corridor.
5. Improvements to the existing water system may be required, at the developer's expense, to adequately serve the increased density of the Madison Heights project.
6. Sewer system improvements may be required, at the developer's expense, to adequately serve the increased density proposed.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Ordinance approving Application PL-13-0238, a request to rezone approximately 9.9 gross acres located at the northwest corner of Dysart Road and Madison Street from MH (Manufactured Home Park) to R-3 (Multiple Family Residential), subject to the six Planning Commission recommended stipulations.

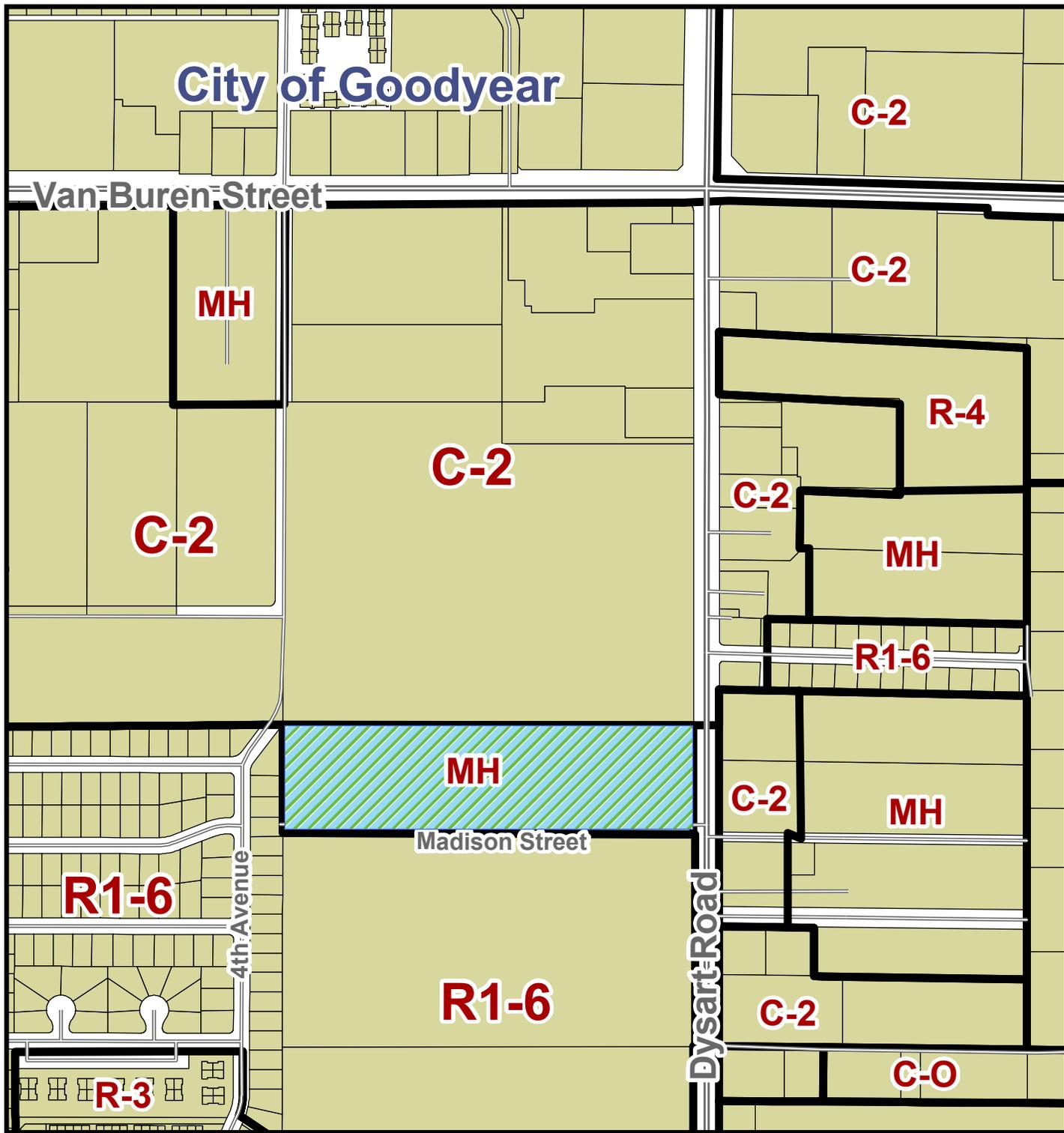
ATTACHMENTS:

Click to download

- [Exhibit A - Zoning Vicinity Map](#)
- [Exhibit B - Aerial Photograph](#)
- [Exhibit C - Summary of Related Facts](#)
- [Exhibit D - Applicant's Rezoning Narrative](#)
- [Exhibit E - Neighborhood Meeting Summary and Sign-In Sheet](#)
- [Exhibit F - Email Correspondence with Mr. Paul Faith](#)
- [Ordinance 1537-314](#)

PROJECT MANAGER:

Ken Galica, Senior Planner (623) 333-4019



Zoning Vicinity Map



Subject Property





Aerial Photograph



Subject Property



*SUMMARY OF RELATED FACTS
APPLICATIONS PL-13-0238 AND PL-13-0241
MADISON HEIGHTS MINOR GENERAL PLAN AMENDMENT AND REZONING*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 9.9 Gross Acres; 9.6 Net Acres
LOCATION	Northwest corner of Dysart Road and Madison Street
PHYSICAL CHARACTERISTICS	Relatively flat site developed in 1973 with 48 buildings containing 77 multi-family residential units.
EXISTING LAND USE	Multi-Family Residential. The project is owned and operated by the Housing Authority of Maricopa County to provide housing opportunities for a population that makes less than 60 percent of the median income in the County.
EXISTING ZONING	MH (Manufactured Home Park)
ZONING HISTORY	The property was annexed into Avondale’s Corporate Limits on March 21, 1960 and subsequently zoned R-5 (Multi-Family Residence/General). In August of 1990, the Zoning Ordinance was rewritten and the R-5 District was changed from “Multi-Family Residence/General” to “Mobile Home Park”. At that time, the use of the property for apartments became non-conforming. In March 2009, the R-5 District was renamed MH (Manufactured Home Park) to better reflect the uses permitted within it. An application to rezone the property to R-3 (Multi-Family Residential) is in process to allow for redevelopment of the site with a 143 unit apartment complex.
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	An approximate 30 acre undeveloped parcel zoned C-2 (Community Commercial).
EAST	Directly across Dysart Road from the subject property are two parcels zoned C-2 (Community Commercial): a 1.3 acre parcel developed with commercial buildings occupied by a thrift store and insurance office and a 4.8 acre parcel that is undeveloped.
SOUTH	Athletic fields and the bus maintenance facility for Agua Fria High School. The property is zoned R1-6 (Single-Family Residential).
WEST	Single-family residences part of the Casa Lomas Unit 3 subdivision. The properties are zoned R1-6 (Single-Family Residential). Four lots directly abut the Madison Heights property.

GENERAL PLAN

The Avondale General Plan 2030 designates the subject property as “Medium/High Density Residential”, a category that allows for residential uses, single or multi-family, with a density range of 4 to 12 dwelling units per acre. The applicant has requested an amendment to the General Plan Land Use Map to reclassify the property as “High Density Residential”, which allows for multi-family residential uses with a density range of 12-30 dwelling units per acre.

PUBLIC SCHOOLS

SCHOOL DISTRICT(S)	Avondale Elementary School District; Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor K-8
HIGH SCHOOL	Agua Fria High School

UTILITIES

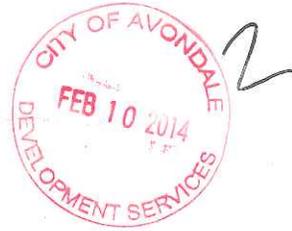
Development on the property will be served by an existing 12” waterline in Dysart Road, an existing 8” waterline in 4th Street, and an existing 8” sewer line in Dysart Road.

STREETS

Dysart Road

Classification	Major Collector (South of Van Buren Street only)
Existing half street ROW	40’
Standard half street ROW	50’
Existing half street improvements	Two through lanes, ½ center turn lane, curb, gutter, attached sidewalk, and street lights.
Standard half street improvements	Two through lanes, ½ center turn lane, curb, gutter, detached sidewalk, street lights, and right-of-way landscaping.

Madison Heights – Avondale, AZ



General Plan Amendment and Rezoning Narrative

The Housing Authority of Maricopa County (HAMC), in partnership with Gorman & Company, Inc., is planning on redeveloping the existing Madison Heights project in Avondale, AZ. The site that currently houses Madison Heights is approximately 9.6 net acres and is located at 1103 N. 6th Street in Avondale. Constructed in 1973, this 40 year old development is currently built to only 8 units per acre. The existing 77 units are classic post-World War II barracks-style housing constructed of cement block and arranged in a series of duplexes. The 48 buildings on the site include a leasing office and a small, underutilized community building. The site is currently inefficiently laid out. While the site contains a large amount of open space, much of it is unusable due to the antiquated site plan. The existing site also lacks amenities and features that you would typically see in a modern multi-family housing development. The new \$28 Million development will completely redevelop the site into a modern, high quality 143-unit multi-family development with design features typically seen in high end luxury housing. The new project will contain a 5,000+ square foot community service facility at will include a wide array of community services and amenities, including a before and after school program, a fitness center, computer lab, and a theatre.

The General Plan Amendment request will change the land use designation of the subject property from "Medium/High Density Residential" to "High Density Residential." The "Medium/High Density Residential" designation allows up to 12 dwelling units per acre, while the current site plan reflects approximately 14.9 dwelling units per acre, or 28 additional units. The amendment will not adversely impact the immediate surroundings nor the community as a whole. Students of Agua Fria High School will be able to walk through a gate in the fence on the Madison Heights property onto school property, as the entire south property line abuts the High School. The entire north property line abuts a completely vacant parcel that encompasses approximately 30 acres.

The Rezoning request will change the zoning of the subject property from MH (Manufactured Home Park) to R-3 (Multi-family Residential). The MH zoning does not allow for multi-family dwellings. This is a permitted land use for land that is zoned R-3. The property, as zoned, would allow for the development of a large mobile home park, consistent with the various mobile home parks found along the east side of Dysart Road between Van Buren and Buckeye Roads. However, the general plan and a variety of visioning documents for Historic Avondale do not envision additional mobile home parks being built. Furthermore, developing a mobile home park on this site is not compatible with the adjacent Agua Fria High School, nor does it serve as an ideal buffer between the high school to the south, the single family residential to the west, or the future commercial land to the north.

While the existing development has its share of shortcomings, it is conveniently located on a major arterial (Dysart Road) within walking distance to high capacity bus service and ready access to Interstate 10. The site is situated immediately north of Agua Fria High School and is within close proximity of employment, shopping and other community amenities. Despite its aging infrastructure, the Madison Heights Apartments serves a critical affordable housing need in Avondale. The surrounding parcels' zoning is a mix of residential (mainly R1-6) and commercial (mainly C-2). The surrounding parcel's land uses are a mix of education, medium density residential, and local commercial. A 2-story, high quality multi-family development will serve as an ideal buffer between the various surrounding land uses.

Of the 143 units at the redeveloped Madison Heights project, 77 units already exist on the current site and 46 unit are expected to relocate from another existing site in the City of Avondale approximately one and a half miles from the Madison Heights site. The remaining 20 units will be relocated from an existing project in Buckeye. The additional 20 households from Buckeye will be the net gain in units to the City of Avondale, as 123 units already exist at two different sites in Avondale. This minimal net increase in units is expected to have no noticeable impact on the police, fire, water, and wastewater services and facilities provided by the City. Based on feedback received from consultants and the water department, it is expected that the Madison Heights project will have more than adequate availability of water both currently and for the foreseeable future to serve the 143 units.

Because the existing water, waste water, and public safety facilities that currently serve the Madison Heights site will be able to adequately serve the redeveloped site, there will be no infrastructure improvements that need to be made to these facilities by the City. In addition, the roads and walkways on the current site are private, and are therefore maintained by the project. As a part of the redevelopment of Madison Heights, all of the roads and walkways will be completely reconstructed.

As a result of the project being an existing development, the redeveloped project is not expected to have any negative impact on the natural environment. A qualified, licensed demolition subcontractor and asbestos abatement subcontractor will be hired to do the demolition/abatement work at Madison Heights to ensure no negative impact on the environment will occur during the demolition and abatement phases of development. The construction team will utilize best practices in recycling existing building materials to the greatest extent feasible, with the goal of accomplishing a zero-waste construction project.

The project will be located within one half mile of multiple bus stops. Because the tenant population will earn less than 60% of the Maricopa County median income, they are less likely to own a vehicle, and are therefore more likely to be dependent on the City's public transportation system. It is expected that tenants from the redeveloped Madison Heights

project will provide additional support to the public transportation systems that were recently expanded in January of 2014.

Consistency with General Plan

This project will assist in accomplishing goals laid out by both the City of Avondale staff, as well as the citizens of the City of Avondale in their General Plan. Specifically, this project will support a higher density land use in order to support future transit and rail while redeveloping an infill site in desperate need of modernization and revitalization. This will assist in the General Plan goal of establishing an identity for the City that is based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community. In addition, the Madison Heights project will meet the long-term social and economic goals of the community by providing high-quality, sustainable affordable housing for individuals and families earning up to 60% of the Maricopa County median income.

This project will assist in maintaining the fiscal viability of the City of Avondale by redeveloping the current Madison Heights site, with estimated total project costs of approximately \$28 million, with no financial assistance for economic incentives of any kind from the City. In addition, the Madison Heights project will include a 5,000+ square foot multi-purpose community center with frontage on Dysart Road that will include space to provide individual and group counselling and case management, as well as additional supportive services such as before and after school programming, computer training, job placement and training services, parenting classes, financial literacy training and the like.

Furthermore, the Madison Heights project will assist in encouraging safe and well-maintained neighborhoods and buildings that are free from blight as well as providing a safe and healthy environment for all Avondale residents. The project currently calls for the demolition of the existing 48 blighted buildings which are currently obsolete and cooled in the summer months with swamp coolers. The redeveloped property will have evidence-quality surveillance cameras, the entire site will be well lit, and the project will be managed by a professional third-party management company. The Madison Heights development will also be designed using CPTED principles (Crime Prevention Through Environmental Design), and the property will actively participate in the Crime Free Multi-Housing Program. As proven through crime statistics, Gorman & Company's developments in Arizona and throughout the U.S. actually result in lower crime rates in the surrounding neighborhood.

While this project addresses a multitude of goals that are included in the General Plan, perhaps the most relevant goal in the General Plan is the desire to maximize the efficiency and effectiveness of affordable housing and neighborhood stabilization programs. One of the stated

policies for accomplishing this goal is to 'identify new prototypes for quality high-density residential housing.' The Madison Heights project well within this stated goal in the General Plan.

Design Themes

The current redevelopment plan calls for the complete demolition of all 48 buildings and a wholesale redesign of the entire site. The new plan calls for a modern garden-style walk-up design of 143 apartment units at approximately 14.9 units per acre. The 11 new residential apartment buildings will all be two-stories, and a 1 story commercial-style community center/leasing office will front on to Dysart Road. The single family residential units to the west are well buffered by the new development with building set-backs that are dramatically more separated from the west property line than the existing buildings. The western edge of the site will also be buffered by trees, as well as a double-loaded bay of parking along the drive aisle. The length and narrowness of the site (approximately 1270 feet by 330 feet) required an innovative approach to the design and site plan. As a result, the site is divided into clusters of buildings arranged at varying angles to create interest and undulation.

Amenities:

Three nodes of useable open space will be provided throughout the site, each of which will contain outdoor amenities such as barbeque grills, benches, shade, playground equipment and the like. We have also identified space for a potential community garden near the community center. Project amenities will also include a 5,000+ square foot multi-purpose community center with on-site before and after school programming, a fitness center, computer lab, a theatre and free wireless internet.

Sustainability:

The project will be designed to a LEED Gold standard using a prescriptive path to sustainability. Sustainable features include desert landscaping, water efficient plumbing fixtures, energy efficient equipment and lighting, and hard surface flooring among others.

Buildings:

Each residential building is oriented with the long axis in the east-west direction to provide good solar exposure. The exterior facade includes an attractive mix of stucco, decorative masonry, and metal shade awnings and roof elements over tucked-in patio decks. All mechanical equipment will be placed on the flat roof and will be shielded from view by a stucco parapet.

Madison Heights Neighborhood

Meeting

Carlos Robles - Agua Fria HSD # 216
crobles@aguafria.org

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REAL ESTATE DEVELOPMENT

MILWAUKEE MIAMI CHICAGO PHOENIX

Madison Heights Neighborhood Meeting – February 4, 2014

Meeting Minutes

- Introductions were made between Carlos Robles (Agua Fria High School), Brian Swanton (Gorman & Company, Inc.), Zach Johnson (Gorman & Company, Inc.), Yumiko Ishida (Acanthus Architecture), and Jackie Keller (City of Avondale).
- Brian discussed the current site as well as the overall plan for redevelopment of the site. Three boards with the site plan and renderings were used in order to illustrate the final result of the redeveloped site.
- Carlos inquired about the possibility of school buses using the private drive that runs along the south border of the Madison Heights development. Brian stated there may be some ability, but it cannot be a main thoroughfare for buses
- Discussion was held regarding the placement of a gate for tenants that live at Madison Heights to access the Agua Fria High School
- Multiple locations were identified as potential locations for the gate placement

Ken Galica

From: Paul Faith <pfaith@faithlaw.com>
Sent: Monday, January 20, 2014 11:34 AM
To: Ken Galica
Subject: RE: Madison Heights redevelopment

Ken: thanks for listening. Paul

Paul J. Faith, Esq
Faith, Ledyard & Faith, PLC
919 N. Dysart Rd., Ste. F
Avondale, AZ 85323

623-932-0430 623-932-1610 (fax)

Certified Specialist, Az State Bar Association, Board of Legal Specialization, Real Estate, 1993-present Please see our website at:

www.faithlaw.com

Please see attorney profile:

<http://www.faithlaw.com/Attorneys/Paul-J-Faith.shtml>

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-----Original Message-----

From: Ken Galica [mailto:kgalica@avondale.org]
Sent: Monday, January 20, 2014 11:12 AM
To: Paul Faith
Cc: Tracy Stevens
Subject: RE: Madison Heights redevelopment

Thanks, Paul. I'll include your objections in the case file and attach this email as an exhibit to staff reports to Planning Commission and City Council. I will also have the applicant send out a supplementary letter clarifying the correct

address as 1103 N. Dysart Road, and we will use that address in all official notifications of the two public hearings - Planning Commission and City Council.

The property is currently designated by the General Plan for residential use (Medium/High Density). In staff's opinion, its location immediately adjacent to Agua Fria High School lends itself to a residential use that will allow students to easily access their educational facilities, and the minor GPA requested to bring the density up one level is a fair trade for demolishing the existing development and replacing it with a project that meets City standard. As a reminder, the City has significantly enhanced design standards to ensure "low quality" residential will not be built anywhere in the City. While the project will remain owned by the County and therefore provide subsidized housing, its design requirements are no less stringent than if it were to be a market rate project in a more affluent portion of the City.

In regards to fencing, the City has, over the past several years eliminated many of its fencing/wall requirements in order to create a more walkable community. Fencing a residential development such as this only serves to make pedestrian access to nearby commercial development more difficult.

Walls/gates also serve to negate the aesthetic qualities of a well-landscaped development and have been no discernable impact on the safety of a project. Using CPTED principles in a project's design are far more effective barriers to crime and decay, and those principles are being incorporated into the project design.

Lastly, you are correct in that the project is proposing fewer parking spaces than typically associated with an apartment project. The applicant is preparing a parking study which analyzes typical auto-ownership/use by residents in these types of subsidized developments. They City will review the study when it is submitted and make a determination on whether to allow reduced parking if the study is determined to be sound.

Thank you again for sharing your comments and concerns.

Ken Galica
Senior Planner
Development Services Department
11465 W. Civic Center Drive
Avondale AZ 85323
(623) 333-4019

-----Original Message-----

From: Paul Faith [mailto:pfaith@faithlaw.com]
Sent: Monday, January 20, 2014 10:44 AM
To: Ken Galica
Subject: RE: Madison Heights redevelopment

Ken, please consider this email my objection to the planned development. I own approximately 65,000 sq ft of retail/office/commercial and 4 houses within a mile of this project. As much as I would like to see growth and development in this area, I do not believe this project is good for the area.

1. The area would be best served as developed for commercial uses. The existing low quality residential along Dysart Road has been a drag on development. The answer is not redeveloping the property by turning a low density low income project into a higher density low income project.
2. The area already has too much low quality housing. Although this may be considered a step up from the existing government housing, the area would be better served if this housing were moved to a residential area.
3. This development may set the tone for additional high density, lower quality housing on neighboring property to the North, or may result in a lower quality commercial development as its neighbor.
4. The plan as submitted is not clear whether the project will be fenced as it is now. This development should be fenced and entrance regulated.
5. Parking is not sufficient. There is slightly more than one parking space per dwelling. This will result in parking on the street, spilling into the neighboring areas. This project should be required to provide sufficient parking for its' needs, including the needs of visitors and employees of the project.
6. A recent mailing by Gorman and Company setting a neighborhood meeting says the address is 1103 N 6th St. The property is on Dysart (aka 8th St). The notice of the meeting incorrectly describes the property.

Paul J. Faith, Esq
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ORDINANCE 1537-314

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 9.91 ACRES LOCATED AT THE NORTHWEST CORNER OF NORTH DYSART ROAD AND MADISON STREET, AS SHOWN IN APPLICATION PL-13-0238, REZONING SUCH PROPERTY FROM MOBILE HOME PARK (MH) TO MULTIPLE FAMILY RESIDENTIAL (R-3).

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, to change the zoning description for a ± 9.91 acre parcel of real property from Mobile Home Park (MH) to Multiple Family Residential (R-3) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notice of the public hearings on the Zoning Atlas 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 20, 2014, on the Zoning Atlas Amendment, after which the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on March 3, 2014.

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 ± 9.91 acre parcel of real property generally located at the northwest corner of North Dysart Road and Madison Street, as shown in Application PL-13-0238 (the “Property”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Mobile Home Park (MH) to Multiple Family Residential (R-3) subject to the following stipulations:

1. Development of the site shall be in conformance with the Madison Heights General Plan Amendment and Rezoning Narrative, date stamped February 10, 2014.

2. Approval of a Site Plan in conformance with all applicable Zoning Ordinance and Design Manual requirements shall be obtained prior to submitting any final construction or civil plans for permitting.
3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
4. The developer shall dedicate to the City of Avondale 10' of right-of-way adjacent to Dysart Road prior to issuance of any permit for the project. The dedicated right-of-way will be utilized to increase the walkability of the Dysart Road corridor.
5. Improvements to the existing water system deemed necessary by the City shall be constructed, at the developer's sole expense, to adequately serve the increased density of the Madison Heights project.
6. Sewer system improvements deemed necessary by the City shall be constructed, at the developer's sole expense, to adequately serve the increased density proposed.

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, March 3, 2014.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1537-314

[Legal Description and Map]

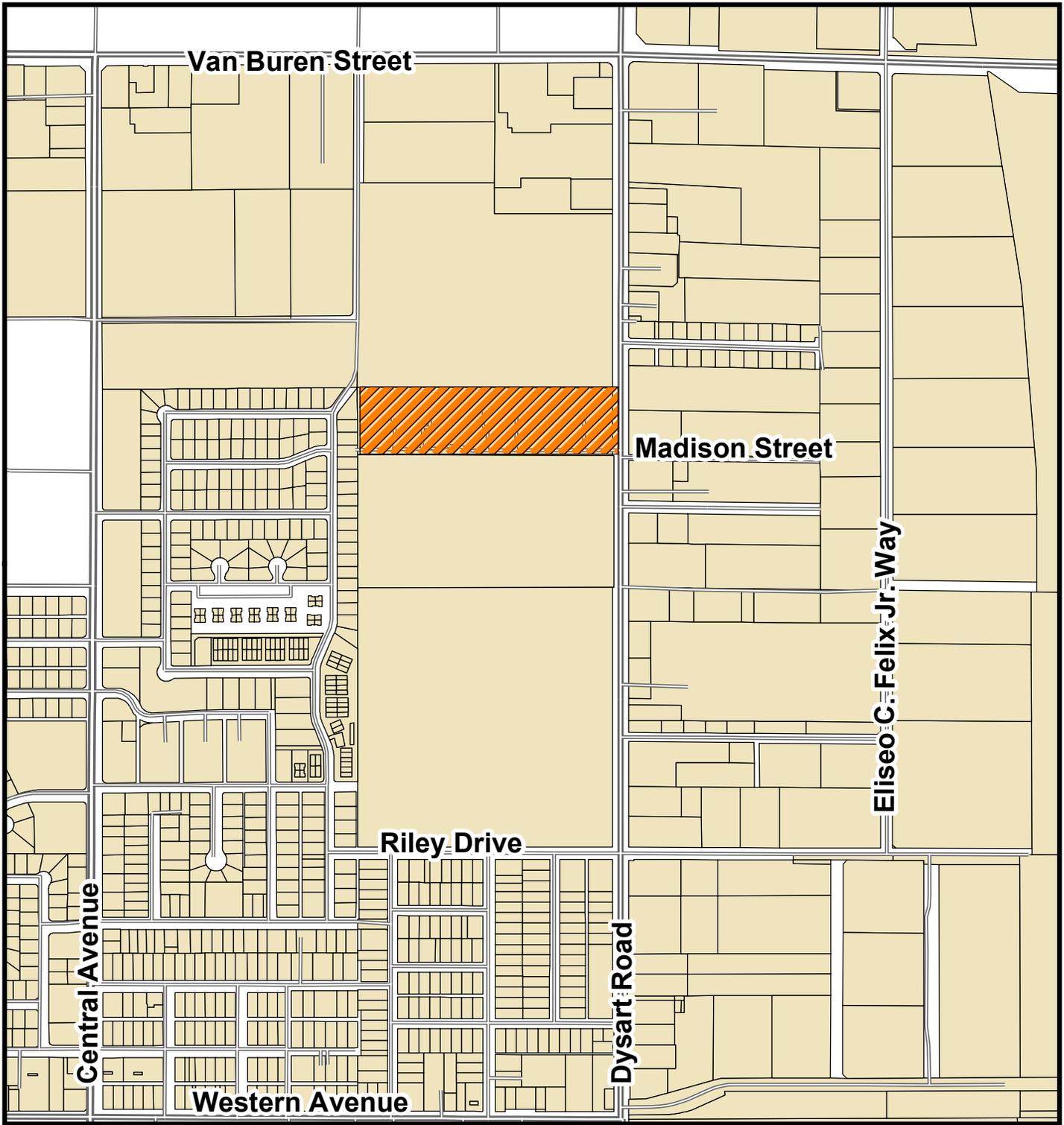
See following pages.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

The South 330 feet of the North half of the Southeast quarter of the Northeast quarter of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

APN: 500-10-008B

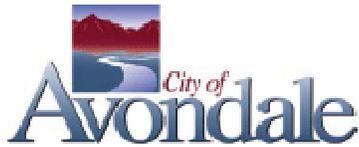


Application PL-13-0238



Subject Property





CITY COUNCIL REPORT

SUBJECT:

Legislative Update on the Arizona 51st Legislature

MEETING DATE:

March 3, 2014

TO: Mayor and Council

FROM: Jim Buster, Intergovernmental Affairs (623) 256-8783

THROUGH: David Fitzhugh, Interim City Manager

PURPOSE:

City Council will receive an update regarding key legislative initiatives currently being considered at the State Legislature. Additionally, staff will seek input and direction from the Council to guide advocacy efforts.

BACKGROUND:

As of Thursday, February 27, 2014 the Arizona 51st Legislature has been in session for 45 days, 1,236 bills have been filed while four bills have been passed and signed by the Governor.

DISCUSSION:

Since the opening day of the session, the House and Senate have stuck to their self-imposed 100 day session rule and have not extended time lines. The deadline for all bills to be heard in the house of origin has passed and if the leadership sticks to their time lines the last day to hear bills from the other side will be on the 21st. As with just about every session there are many bills affecting cities and towns. Following is a list of key measures moving their way through the state legislative process:

BILLS OF CONCERN:**HB 2050: ASRS membership; section 218 requirements**

This bill eliminates the Arizona State Retirement System eligibility requirements that an employee must be covered by the state's 218 agreement, lists those individuals ineligible for membership, and repeals the defined contribution retirement plan for those members ineligible for the Arizona State Retirement System or the Public Safety Personnel Retirement System.

HB 2389: technical correction; TPT

This is Rep. Lesko's TPT bill. It was struck in her Ways & Means committee, which she chairs. The striker passed 5-0 with 3 absent. Ken Strobeck, executive director of the League of Arizona Cities & Towns indicated that the bill was essentially brought by industry to clean up some of the details in last year's legislation. The League is working with ATRA in a very cooperative way to clear up some language on TPT licensing and residential rentals. There do not appear to be any significant problems with the bill.

HB 2524: housing trust fund; unclaimed property

The bill was held in committee and is now dead. Would have increased the amount in the Housing Trust Fund that cities use to provide housing opportunities to low and moderate income residents.

HB 2528: Municipalities; regulations; sign walkers This bill would prohibit municipalities from restricting a sign walker from using a side public walk, walkway, or pedestrian thoroughfare. Apparently this bill is a reaction to a requirement by the City of Scottsdale, that sign walkers step back onto private property in performance of their job.

HB 2547: major event public safety reimbursement

The bill would establish the Major Event Public Safety Reimbursement Fund for the purpose of reimbursing host communities for public safety expenses associated with major events. The bill was amended to cap any state expenditures at \$2,000,000 instead of \$4,000,000. The city might benefit from this legislation, however, we need to make sure there are no unintended consequences.

HB 2695 (SB 1482): homeowners' associations; omnibus

These identical bills would require cities to maintain popular enhanced ROW landscaping favored by developers. This would be an added cost to cities who have the option of putting this extra burden back onto the developers. Both bills have broad support at this time.

SB 1161: fowl regulation; prohibition

This "issue of state-wide concern" leaped out of the Senate by a vote of 29-1 and was transmitted to the House on 2/13. We may now have a chicken in every garage! As you may recall this bill prohibits municipalities from adopting zoning ordinances that forbid residents in single family detached homes from keeping fowl in their backyards. Cities would still be able to ban crowing roosters and the number of chickens per household.

SB 1227: municipalities; counties; energy efficient codes

The bill would prohibit cities from adopting energy saving building codes. This bill is being pushed by Central Arizona Home Builders.

SB 1413: taxes; manufacturers' electricity sales; exemption

This bill extends transaction privilege tax (TPT), use tax and municipal tax exemptions for the purchase of electricity for manufacturing or smelting operations. The League is closely monitoring this bill and has not yet taken a position on it. I am sure there are behind the scenes negotiations taking place. The bill may very likely move forward in some fashion.

BILLS THE CITY SUPPORTS:

HB 2113: Arizona motorsports commemorative special plates

Bill would create a 50th Anniversary license plate commemorating PIR. Positive advertising for the City's marquee sporting events. No taxpayer costs associated with this.

HB 2152: fire district boundary changes

Supporting City of Peoria to change law to allow for greater structure and city input in the process when boundaries are changed for fire districts, community park maintenance districts and sanitary district boundaries that may affect or include a portion of a municipality.

HB 2272: tax credits; capital investments; employment

Bill contains clean up language for last year's Quality Jobs bill and supported by our economic development team.

BUDGETARY IMPACT:

State Budget

According to the legislative (JLBC) baseline scenario which assumes fully funding the education formula and caseload growth, the balance at the end of the next fiscal year (FY '15) should be \$327 million. In the following year the balance is near zero and JLBC projects a shortfall of \$593 million in FY '17. After adjusting the baseline for the \$238 million HURF proposal the shortfall would begin in FY '16 and would total approximately \$256 million.

As you might suspect the governor's (OSPB) figures are more optimistic. Over the next three years OSPB envisions \$933 million more in revenue, \$647 million lower caseload and education costs and does not factor in the HURF catch-up dollars. This gives her a surplus of \$421 million in FY '17.

While JLBC and OSPB figures usually differ bear in mind that both of these figures are just estimates. The answer may lie somewhere in the middle. It does appear, however, that the extra HURF dollars are in play. OSPB may have been silent on HURF because the governor wants her budget figures to look better and/or she left it out as a bargaining chip for later on.

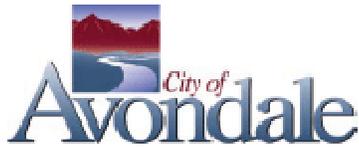
RECOMMENDATION:

Staff seeks input and direction regarding legislative policies being considered at the state and federal level.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Memorandum of Understanding - Avondale Police Association

MEETING DATE:

March 3, 2014

TO: Mayor and Council

FROM: David Fitzhugh, Acting City Manager 623-333-1014

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff requests the City Council approve a Memorandum of Understanding between the City of Avondale and the Avondale Police Association for Fiscal Years 2014-2015 and 2015-2016 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

The City of Avondale and the Avondale Police Association (AvPA) entered into their first Memorandum of Understanding (MOU) in February 2012. The MOU was amended in February 2013 to address wages only. The Avondale Police Association (AvPA) submitted their request to meet and confer in accordance with Avondale City Ordinance 1323-808. The City Manager reviewed their request and found it to be in compliance with the requirements of the ordinance.

Staff presented this item to the Council on February 18, 2014. At that meeting the Council tabled the item to a later date.

DISCUSSION:

Representatives of the AvPA and management met and conferred on wages and benefits starting on November 6, 2013. Negotiations were substantially completed on January 29, 2014 resulting in a new two (2) year Memorandum of Understanding which includes a revision to the base wage step plan to reflect market conditions and a minimum two (2) step (5%) increase for all represented members. It also includes clarifications to certain sections of the previous MOU. This MOU will be effective from July 1, 2014 through June 30, 2016.

The existing MOU was reincorporated into this new agreement with the following changes or additions:

Section 1.4 – Distribution of Association Information formally prescribes when, where and how association information shall be distributed to their members while on city property.

Section 4.1- Base Rates of Pay establishes the base rate of pay for the members and placement of new and promoted employees in the step plan upon successful completion of their probationary period. Retention of Police Officers in their first 5 years of service was a significant concern for the negotiation team. This section adjusts the step plan to ensure the pay plan is competitive with the market by eliminating the bottom 4 steps and adding 4 steps to the top. This plan increases the entry pay for officers and sergeants by approximately 10% but maintains the existing 16 and 12 step pay plan for officers and sergeants respectively.

The new plan also creates pay classifications for non-represented officers while in the Police

Academy (Police Cadet) and while on their original probation subsequent to graduation from the academy (Police Trainee). Upon successful completion of their original probation, Police Trainees will be placed in Police Officer Step 1 of the pay plan.

Represented members will be granted a minimum two (2) step (5% total) merit increase for Fiscal Year 2014-15. The MOU also provides a two (2) step (5% total) merit increase in Fiscal Year 2015-16. Merit increases are subject to satisfactory employee performance rating and funding is available and authorized by the City Council.

Attachments A and B are included in this new MOU where Attachment A is an implementation guide illustrating the placement of represented employees in the pay plan and Attachment B is the revised Hourly Wage Scale.

Section 4.2 Specialty Pay includes clarifications regarding wages used as the basis for calculating specialty pay.

Section 4.2.A includes clarifies that the Chief of Police or designee determines Field Training Officer (FTO) assignments and pay. It also clarifies the use of temporary FTOs and that a temporary FTO assignment would be for a complete pay period.

Section 4.3.B Compensatory Time Off – Increases compensatory time off accrual limits from 50 hours to 70 hours of actual overtime.

Section 4.5.A and B Ballistic Vest Allotment allows the expenditure of the existing \$690 ballistic vest allotment to include vest carriers and/or carrier systems. There is no increase to costs associated with this change.

Section 4.6 Market Salary Survey was modified to include specific cities and towns in the Phoenix metropolitan region in our salary surveys. These cities are: Buckeye, Chandler, Glendale, Gilbert, Goodyear,

Section 7.1 Sick Leave and Section 7.2 Bereavement Leave were modified to include domestic partner as a qualifier for use of leave.

Section 10.5 Grievance Procedure for Alleged MOU Breach was added to provide a formal method to address alleged violations of the MOU.

BUDGETARY IMPACT:

During the City Council goal setting retreat, Council established a goal for the compensation plan in the range of 3-5%. The Finance and Budget Department estimated the financial impact of this agreement to be approximately as follows:

FY 2014-15 Wages: \$510,000 (5.9%)

FY 2015-16 Wages: \$491,000 (5.4%)

The City Manager will include the 2014-2015 costs in his proposed 2014-2015 budget submittal to council in the near future. The proposed 2014-15 budget will also include an increase in City contributions to the Public Safety Retirement System from 17.15% to 17.43% which is estimated to be \$18,690 for Police Department represented employees. This increase was not included in the negotiations but is an additional expense to be addressed in future budgets.

RECOMMENDATION:

Staff recommends that the City Council approve a Memorandum of Understanding between the City of Avondale and the Avondale Police Association for Fiscal Years 2014-2015 and 2015-2016 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

[AvPA MOU 2014-2016](#)

MEMORANDUM OF UNDERSTANDING

JULY 1, 2014 THROUGH JUNE 30, 2016

CITY OF AVONDALE

AND

AVONDALE POLICE OFFICERS ASSOCIATION

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PREAMBLE

This Memorandum of Understanding is entered into between the City of Avondale and the Avondale Police Association.

WHEREAS: The parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance 1323-808 as approved by the Avondale Mayor and Council on August 8, 2008 to set forth within this Memorandum of Understanding (MOU) the full and entire understanding of the parties mutual agreement concerning wages, hours, benefits, (excluding healthcare), and such other items mutually agreed upon by the employee organization and the City Manager as allowed by the Municipal Code of the City of Avondale, for employees who are represented by the Employee Organization; and

WHEREAS: The parties hereby acknowledge that the provisions of MOU are not intended to and cannot abrogate the authority and responsibility of Avondale as a government entity provided for under the statutes of the State of Arizona, code or ordinance of Avondale; and

WHEREAS: The purpose of this MOU is to promote and ensure harmonious relations, cooperation and understanding between Avondale and the Employee Organization.

NOW THEREFORE, Avondale and the employee organization, having reached this complete agreement, concerning wages, hours, and benefits, as allowed by the Ordinance, for the term specified submit this MOU to the Mayor and the City Council of Avondale with their joint recommendation that the body adopts its terms.

ARTICLE 1
RIGHTS OF THE EMPLOYEE ORGANIZATION

Section 1.1 Recognition

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Avondale Police Association (“Employee Organization”) as the official and exclusive representative for the purpose of “Meet and Confer” for all employees who are represented by the Avondale Police Association as described below:

Police Employee Group - All full-time sworn regular, non-probationary, City Police Officers, and all classifications up to and including the rank of Sergeant will be referred to as unit members.

- B. All personnel acting as official city or employee group representative during any process set forth in this division must have completed the FMCS “Interest Based Problem Solving” training program. (Ord. No. 1323-808, 2, 8-18-08)
- C. The Association agrees that they will represent all employees, without discrimination based on membership or non-membership in the Association, in dealings with the City regarding this MOU.
- D. The Association agrees that they will individually and collectively perform loyal and efficient work for the City and service to the public; and, that they will cooperate in the promoting and advancing the welfare of the City and the protection of its service to the public at all times.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance 1323-808 and this MOU for the term of the MOU.
- B. All employees will have the right to have the Association serve as their “Meet and Confer” representative as set forth in Ordinance 1323-808, without discrimination based on membership or non-membership in the Association. Whether the employee becomes a member or not, items subject to negotiation are expressly excluded from consideration outside of the process.
- C. Grievances of policies not related to issues within the scope of negotiable items outlined in the Ordinance shall be pursued as prescribed in the City of Avondale Policies and Procedures Manual, Chapter 19, Sections A through D.2.
- D. Represented Employees are entitled to rights as defined in ARS 38-1101 through ARS 38-1106.

Section 1.3 Membership Dues Deduction

- A. The City will maintain a payroll deduction process whereas it will deduct an amount specified in writing by the employee and transmit such amount to the Employee Organization each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. Under no circumstances will the City share with the Employee Organization the nature, type, or fact of other legally-required deductions for any of its Employees. The Employee Organization reserves the right during the term of this MOU to increase the amount withheld for all employees as a generalized dues increase. However, any such increase will require separate and written authorization from every affected employee.
- B. The City assumes no liability on account of any actions taken pursuant to this section. The Employee Organization agrees to indemnify and hold harmless the City of Avondale against any and all claims, suits or other forms of liability arising out of its deductions from a represented employee's pay of Employee Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Employee Organization.
- C. Employees may initiate, discontinue or amend Employee Organization payroll deductions by written authorization at any time during the term of the MOU. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the employee's decision to amend deductions pursuant to this Section.
- D. If a court of competent jurisdiction concludes that the Employee Organization's indemnification is invalid for any reason in reference to association dues deduction any action pursuant to this Section, the Employee Organization agrees to pay the City's defense costs and any judgment resulting from said action.

Section 1.4 Distribution of Association Information

- A. The Association is granted the following specific rights:
 - a. Distribution of Association Material: The Association, through its designated representatives, may distribute Association related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that the employee distributing such material is on non-work status.

The City grants the Association permission to use City provided mail boxes assigned to each individual police officer located within the officer's designated work area to distribute said materials.

The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee.

- b. The City will furnish to the Association, through a written request from AvPA president on letterhead, a listing of Association members on payroll deduction in July and January during the term of this agreement indicating name, mailing address and job assignment. The Association further agrees to use this list solely for the purpose of communicating with employees and will not share this information.
 - c. The City agrees that sworn representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to the Chief or designee. Such visitation shall be for the reasons of the administration of this agreement, disseminating information or providing information the new recruits during an orientation or post academy session. The Association agrees that such activities shall not interfere with the normal work duties of employees and that officer representatives performing these activities shall be on non-work status.
- B. The City will distribute Association produced and provided material to new hires at the time they report to the Human Resources Department to execute final hiring documents. The City assumes no responsibility or liability for the availability or content of said material. The City shall not distribute material that contains content in violation of any City ordinance or policy.
- C. The City shall provide the Association with space for bulletin boards up 3' by 2' (width by height) for the exclusive use of Association in mutually agreeable locations within the Avondale Police Department facilities (excluding the Advocacy Center). Authorized Association representatives shall have the sole and exclusive right to post any notice of Association activities and matters of Association business on these bulletin boards which is not in violation of any City ordinance, policy. The City retains the exclusive right to relocate these bulletin boards or remove these bulletin boards if they are abused or misused upon notice.

ARTICLE 2 MANAGEMENT RIGHTS

The City and City Manager are entitled to all rights as provided by Ordinance 1323-808 and this MOU for the term of the MOU. Nothing in this MOU can contradict or abrogate any City Ordinance, state or federal law. The provisions in the Ordinance dealing with management rights are reincorporated fully herein by reference.

ARTICLE 3 PROHIBITION OF STRIKES AND WORK INTERRUPTIONS

Strikes, lock outs and related employment actions as defined in Ordinance 1323-808 are prohibited and shall be subject to discipline as specified in the Ordinance.

ARTICLE 4

EMPLOYEE COMPENSATION AND HOURS OF WORK

Section 4.1 Base Rates of Pay

- A. For Fiscal Year 2014-2015 unit members will be placed in the adjusted hourly base rate of pay plan as shown in Attachment A; effective the first pay period of the new fiscal year. Placement in the adjusted pay plan is subject to the unit member receiving a performance rating that is satisfactory (“meets standards”) and that funding is available and authorized by the Avondale City Council through the City budget process. This provision is subject to the terms found in Article 8 Fiscal Crisis.
- B. For Fiscal Year 2015-2016, unit members will be eligible for a two-step (2) (5% total) merit increase effective the first pay period of the fiscal year provided their performance rating is satisfactory (“meets standards”) and funding is available and authorized by the Avondale City Council. This provision is subject to the terms found in Article 8 Fiscal Crisis.
- C. Upon successful completion of original probationary period Police Trainees will be placed in step-one (1) of this pay plan effective the first full pay period following the completion of original probation.
- D. Lateral unrepresented probationary hires that are on original probation as of July 1 of Fiscal Year 2014-2015 will be placed in the nearest step of the Hourly Wage Scale without loss in accordance with their negotiated base rate of pay at the time of hire. Upon successful completion of their original probationary period the employee will receive a two-step merit (2) increase on the first pay period following completion of probation.
- E. When unit members are promoted to Sergeant they will be placed in step one (1) of the Sergeant hourly base rate of pay plan.
- F. While the Avondale Police Association (AvPA) seeks to have the pay of represented members reflect their years of service, there are other City policies and practices that impact a unit members pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member’s years of service.
- G. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of represented members with in the base wage rate plan.

Section 4.2 Specialty Pay

Unit members are, when assigned to a special duty as described below, compensated for specialty pays based on the certification of special skills as follows:

A. Field Training Officer Pay

- a) Police officers and a coordinating Sergeant, assigned, by and at the sole discretion of the Police Chief or designee, to fulfill the duties of a full time field training officer (“FTO”), shall receive FTO pay in the amount of 5% of their eligible wages for the term of the assignment once they have successfully completed the National Association of Field Training Officer’s (“NAFTO”) certification course or other appropriate training. FTO’s on administrative leave and/or medical leave in excess of eighty (80) hours shall not receive the FTO pay until they are approved to return to full-duty status and resume the duties of FTO. The mere possession of specialty knowledge or required certifications does not result in FTO specialty pay.
- b) Qualified officers assigned by the Police Chief or designee to a FTO assignment on a temporary basis shall receive 5% of their eligible wages as FTO Specialty Pay for the whole pay period(s) when actually performing said FTO duties.

B. Sergeant Supervising Field Training Officer Pay

Police Sergeants that supervise a field training officer (FTO) shall receive FTO supervisory pay in the amount of 3% of their eligible wages for the whole pay period. This specialty pay is only applicable for that pay period(s) the FTO is training an Officer in Training (OIT) and is under the supervision of the Sergeant.

C. Detective Pay

Police officers and Sergeants assigned by the Police Chief to fulfill the duties of detective shall receive detective pay in the amount of 5% of their eligible wages for the term of the assignment. Detective pay begins as soon as they begin performing in the position. Detectives on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the detective pay until they are approved to return to full-duty status and resume the duties of detective.

D. Internal Affairs Investigator Pay

Sergeants assigned by the Police Chief to fulfill the duties of internal affairs investigator, shall receive Internal Affairs Investigator pay in the amount of 5% of their eligible wages for the term of the assignment. Internal affairs investigator pay begins as soon as they begin performing in the position. Sergeants on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the internal affairs investigator pay until they are approved to return to full-duty status and resume the duties of Internal Affairs Investigator.

E. Motor Pay

Police officers and sergeants, assigned by the Police Chief to fulfill the duties on motor patrol, shall receive motor pay in the amount of 5% of their eligible wages for the term of the assignment. Motor pay begins as soon as they begin performing in the position. Police officers on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the motor pay until they are approved to return to full-duty status and resume the duties of motor patrol.

F. Canine Handler Stipend

Police officers assigned by the Police Chief to fulfill the duties of Canine Handler, shall receive a canine handler stipend in the amount of \$175 per month for the term of the assignment. The canine handler stipend begins as soon as they begin performing in the position. Police officers on administrative leave and or/on medical leave in excess of eighty (80) hours shall not receive the canine handler stipend until they are approved to return to full-duty status and resume the duties of canine handler.

Section 4.3 Compensatory Time Off

A. Relationship to Overtime:

- a. Consistent with Federal, State and the City of Avondale's Policy and Procedures Manual, when overtime compensation is authorized and performed, it shall be compensated at the rate of one and one-half (1.5) the amount of his/her hourly rate for hours worked in excess of forty (40) hours within the designated work week.
- b. In lieu of monetary payment at the overtime pay rate set forth in the City of Avondale's Policy and Procedures Manual, non-exempt unit members may elect to take compensatory time off ("comp time") for overtime hours worked, with the approval of the supervisor. Upon approval, overtime shall be compensated at the rate of one and one-half (1.5) of comp time for every one hour of overtime worked by the unit member.

B. Accrual Limits:

- a. The maximum number of comp time hours that any unit member will be permitted to accrue is 105 hours (70 hours of actual overtime worked). The use of comp time by the unit member shall be scheduled in accordance with department guidelines and procedures. A unit member shall be permitted to use accrued comp time within a reasonable period after it is requested if, in the judgment of the supervisor, it does not cause an undue hardship on the operation of City services.

C. Pay out:

- a. The City reserves the right to pay out compensatory time balances to the unit member at any time.
- b. All compensatory time that is not used and remains on the books at the close of the fiscal year will be paid out to the unit member.
- c. Upon separation from City Employment, unit members with a compensatory time balance will be paid at their current regular rate of pay. A unit member who is promoted or reclassified to an exempt position will be paid for any comp time balance at their regular rate of pay prior to the personnel action.

Section 4.4 Compensation for Holidays Worked

- A. Sworn Police Officers and Sergeants will receive eight (8) hours of compensation for each for the following holidays as they occur in the calendar year. The personal day will be scheduled with the fiscal year for use by the unit member. Unused personal days or holidays will not be paid out at the end of the fiscal year or termination of employment. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the unit member on July 1 of each fiscal year. New hires will receive a personal day upon their hire.

<p>Sworn Police Officers and Sergeants</p> <p>Holiday</p> <p>Independence Day</p> <p>Labor Day</p> <p>Veteran's Day</p> <p>Thanksgiving</p> <p>Day After Thanksgiving</p> <p>Christmas Day</p> <p>New Year's Day</p> <p>Martin Luther King Day</p> <p>President's Day</p> <p>Memorial Day</p> <p> </p> <p>*Personal Day to be scheduled by the unit member (Personal Day should be tracked via comment in Kronos Timekeeping System by Supervisor.</p>
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- B. These holiday hours will NOT count as hours worked for the purpose of overtime compensation or service under the Family Medical Leave Act. Unit members who are required to work on designated holidays shall be given, in addition to regular salary, Holiday Differential Pay equal to one-half (1/2) of their regular straight-time hourly rate for hours worked on designated holidays.

- C. Overtime Compensation: Holiday differential is paid in addition to any overtime pay due. Holiday differential pay will not be included in determining the regular hourly rate of pay for the purpose of calculating overtime payments or FMLA service hours.

Example 1: Unit member works 14 hours on the holiday (Wednesday*) and works three (3) other days in the week.

Time	Total	M	T	W*	TH	F	S	SU
Hours Worked	46	10	11	14	11			

End Result:

Hours Worked:	46
Holiday Compensation at straight rate:	8
Regular Hours at straight time:	40
Overtime at 1.5:	6
Holiday Differential at 0.5:	14

Example 2: Unit member works 14 hours on holiday (Wednesday*) and calls in sick on Monday for the entire shift of 10 hours.

Time	Total	M	T	W*	TH	F	S	SU
Hours Worked	36		11	14	11			
Sick Leave	10	10						

End Result:

Hours Worked:	36
Holiday Compensation at straight rate:	8
Sick Leave at straight rate:	10
Regular Hours at straight time:	54
Overtime at 1.5:	0
Holiday Differential at 0.5:	7

Section 4.5 Ballistic Vest Allotment

- A. Unit members shall be eligible for an allotment not to exceed six hundred ninety dollars (\$690) for the purchase of approved protective ballistic vests, carriers and/or carrier systems. Vests shall be purchased pursuant to Department procedures and guidelines.
- B. Should a unit member purchase an approved ballistic vest, carriers and/or carrier systems through vendors that are not participating on the voucher system, the unit member must pay the entire amount of the vests, carriers and/or carrier systems. Once the vests, carriers

and/or carrier systems are purchased the unit member may submit a receipt to the budget manager of the police department for reimbursement of the amount paid not to exceed \$690.

Section 4.6 Market Salary Survey

During September prior to the end of the contract year, the City will conduct a market survey of the compensation offered by bench mark Police Agencies for the classifications of Police Officer and Police Sergeant. The bench mark Police Agencies are: Surprise, Goodyear, Buckeye, Glendale, Peoria, El Mirage, Gilbert, Chandler, Paradise Valley, and Tempe. The survey shall serve as information to discuss the compensation of the represented employee group. Any discussions regarding the adjustment of compensation to the represented employee group shall be subject to the overall financial condition of the City as determined by the City Manager.

Section 4.7 Work Week

Workweek shall be defined as seven consecutive 24-hour periods beginning at 12:01 am on Monday and ending at 12:00 midnight the following Sunday.

Section 4.8 On Call Status/Call Back

The Chief of Police may make non-exempt positions eligible for on-call compensation when the unit member is required to be on-call. The unit member must be accessible and available for work upon being contacted via telephone, cell phone, or pager (beeper). The unit member must be available to report to work within a reasonable time after being contacted by the City, if needed. The unit member must also be in a physical condition that allows him/her to resume duty.

A. Definitions

“On-call” means when an off-duty unit member must remain available to be called back to work on short notice if the need arises. A unit member is considered to be on-call only when assigned by the City.

“On-call pay” means the additional compensation awarded to unit members who are required to remain on-call during off-duty hours.

“On-call status” means the state of an off-duty unit member required to remain on-call. A unit member is considered to be in on-call status only when assigned by the City. Hours spent in on-call status will not be considered hours worked for the purposes of calculating overtime compensation.

“On-call time” means the periods of time when a unit member is off-duty but is required to remain on, or close to, the City premises or to respond to a call or page within a specified period of time, resulting in the unit member being unable to effectively use such time to attend to his or her own personal activities. On-call time will not be considered hours worked for the purposes of calculating overtime compensation.

“Callback” means when a unit member has left the work site and is requested to respond on short notice (either by returning to work or via telephone/computer) to a work situation to:

- Avoid significant service disruption.
- Avoid placing unit members or the public in unsafe situations.
- Protect and/or provide emergency services to people, property and/or equipment.
- Respond to emergencies.

B. On-call/Callback Compensation

- a. *On-call Pay Rate:* A unit member assigned to on-call status will be compensated at the rate of two dollars per hour (\$2.00/hr) as on-call pay of on-call time. On-call hours begin after the completion of the on-call unit member’s scheduled workday and continue until resuming work the following workday.
- b. *Callback Pay Rate:* When an on-call unit member is called back to work after completing the regular work schedule and leaving the premises, the unit member shall be paid for time actually worked upon return or a minimum of three (3) hours at their regular hourly or base rate, whichever is greater.
- c. *On-call Status Hours Not Included in Overtime Compensation Calculation:* On-call time will not be considered hours worked for the purposes of calculating overtime compensation. Only hours actually worked (over forty (40) hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.
- d. *On-call Pay Exclusions:* Unit members will not receive on-call pay when they are:
 - On vacation leave
 - On sick leave
 - On administrative leave
 - Receiving short-term disability benefits
 - Receiving worker’s compensation benefits
 - On bereavement leave
 - On an approved leave of absence
 - Not available to work
 - Restricted to light duty
 - Restricted from performing work activities

Unless explicitly assigned to be in on-call status, an employee will not be provided on-call pay.

C. On-Call Duty Requirements

- a. Unit members serving on-call status must adhere to all of the following requirements:
 - Thoroughly check the working status of the cell phone before on-call status begins and maintain it in operational mode at all times.
 - When notified, respond and arrive at work within one (1) hour or less.
 - Arrive fully capable of performing the function of the job.
- b. If a unit member does not meet the criteria as defined above, he/she will forfeit the on-call pay from the time of the first attempt to contact him/her to the end of the “on-call” time period.
- c. Each unit member will be responsible for documenting each time he/she is on-call and forward to his/her supervisor to approve the on-call time.
- d. A unit member who is assigned to on-call status and cannot be reached or does not report within one (1) hour of being contacted may face disciplinary action.

ARTICLE 5 CHIEF OF POLICE INTERNAL AFFAIRS POLICY COMMITTEE

All Complaints relating to alleged performance issues or misconduct will be accepted and thoroughly investigated by the Avondale Police Department. Any discipline levied shall not be done without just cause. The Complaint and Disciplinary Process agreed upon is referenced within Avondale Police Department General Order 41-1 and 41-2, and the City’s Human Resources Policies.

Section 5.1 Policy:

A Chief of Police Internal Affairs (IA) Policy (General Orders GO-41-1, and 41-2) Committee shall be formed to guide the implementation of the new IA policy or changes in federal, state, or local law, to provide input on any changes under consideration to the IA policy, and for unit members to provide feedback on the practical application of the IA policy. The IA committee serves as an advisory group to the Chief of Police concerning IA policy matters. The staff committee is not an arm of the City Council, nor a public body or committee created by the City Council. The committee shall be appointed by the Chief, its general membership denoted below, and shall not report to the City Council. The method by which the IA Policy committee is formed and functions is outlined below.

Section 5.2 Chief of Police IA Committee

- A. The Chief’s IA committee shall be comprised of a minimum of six to the maximum of ten unit members. The following positions are to be included as standing members of the IA Committee;
- Chief of Police (Chairperson of Committee)
 - Department Management and staff professionals, as determined by the Chief
 - Recognized Employee Organization leadership, as determined by the Recognized Employee Organization
 - Recognized Employee Organization Police Officer, as determined by the Recognized Employee Organization
 - HR Director or appointee
- B. The Chief shall contact the Recognized Employee Organization President asking for recommendations of employees that may want to serve in the three positions from the Recognized Employee Organization. If, after the e-mail to the Recognized Employee Organization President, there are not enough employees on the committee, the Chief of Police will send an email to all unit members asking for volunteers. Volunteers must notify their supervisors of their participation on the IA committee.
- C. The IA committee shall hold a minimum of two meetings per fiscal year, to address IA committee concerns, issues and/or business. Each IA committee member will be responsible for generating ideas, reviewing issues, providing input, and may be assigned specific research tasks. Participation on the IA committee is voluntary. The Chief of Police through the City Manager maintains final decision making authority regarding any policy decisions addressed by the IA committee.

**ARTICLE 6
RETIREMENT BENEFITS**

Retirement benefits for the employees shall continue to be provided by enrollment in the Arizona Public Safety Personnel Retirement System. Deductions shall be made from each paycheck in accordance with the laws and the City shall contribute the amount required by law.

**ARTICLE 7
BENEFITS**

Section 7.1 Sick Leave

Sick leave is defined in the City’s Personnel Policies. For purposes of sick leave, “immediate family” shall refer to a spouse, domestic partner, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law,

grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

Section 7.2 Bereavement Leave

Bereavement leave is defined in the City's Personnel Policies. For purposes of bereavement leave, "immediate family" shall refer to a spouse, domestic partner, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

Section 7.3 Existing Benefits

Health Care Benefits are excluded by the Ordinance 1323-808 from negotiations. However, such benefits will be provided to Police Officers identical to Health Care Benefits provided to every other City employee. Other benefits not specifically articulated within this MOU are also provided identical to those provided to every other City employee, unless specified by law.

ARTICLE 8 FISCAL CRISIS

- A. In the event that during the term of this MOU the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in a fiscal crisis, this MOU may be reopened at the direction of City Council or City Manager.
- B. If the City Manager or Council determines that a mid-year reduction in force, reduction in pay, or benefits affecting Police Employee Organization Group is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Organization Group. Such notice shall include the reasons for the reopening, the estimated amount of the budget shortfall, proposed specific budget impacts, curtailed police services, and possible reductions as proposed by the Police Chief that must be addressed to ensure a balanced budget.
- C. The City and Employee Organization shall follow the Meet and Confer process for a period of no more than 12 business days in an effort to reach accord on how best to address their recommendation for reductions impacting the police represented unit members. Should an accord be reached, the City Manager shall include them in a recommendation to the Council regarding the proposed mid-year reduction in force, pay, or benefits. If an accord cannot be reached, the Employee Organization may waive the right to arbitration, at which time the City Manager may take any actions legally permitted under state law, the City Charter, and/or ordinances.

ARTICLE 9 TERM AND EFFECT

Section 9.1 Term

- A. This Memorandum MOU shall become effective July 1, 2014 and remain in full force and effect until June 30, 2016, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

- B. In the event of a specific conflict between (1) the City of Avondale Policy and Procedures Manual, administrative directives, departmental rules and regulations, or work place practices and (2) a memorandum of understanding that results from the process established by this division, the memorandum of understanding will prevail. (Ordinance 2-65 (c)).

Section 9.2 Reopener Clause

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may specific article(s) within the agreement be reopened, with the exception of the conditions outlined in Article 4, Section 4.1 Base rate of Pay and Article 7 Fiscal Crisis.

ARTICLE 10 MISCELLANEOUS

Section 10.1 Copies of the Memorandum

The employee Organization shall post a copy of this MOU on their association website so that it is distributed to all represented unit members at no cost to the City. The City agrees to post a copy of this MOU on the City Intranet.

Section 10.2 Public Records

Public Records requests must be processed through the City of Avondale City Clerk's Office. To obtain copies of a public record, a Request for Public Document form must be completed through the City Clerk. The City Clerk strives to process all requests within 72 hours; however, depending upon the nature of the request it may take additional time to produce the requested documents. All public records require the authorization of the City Attorney prior to release.

Section 10.3 Saving Clause

In the event that any of the terms or provisions of this Memorandum are declared invalid or unenforceable by any Court of competent jurisdiction or any federal or state government agency

having jurisdiction over the subject matter of this Memorandum, the remaining terms and provisions will not be affected.

Section 10.4 Memorandum Renewal Clause

In the event that neither party to this Memorandum reopens this agreement for discussion in accordance with the City's Meet and Confer policy this agreement will automatically renew for an additional twelve months.

Section 10.5 Grievance Procedure for Alleged MOU Breach

- A. Before initiating the appeal process, a unit member, through and represented by the Association, will within 14 calendar days of the date of the event or knowledge of the event, shall first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.
- B. If the alleged breach is not resolved within fourteen (14) calendar days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be timely submitted and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.
- C. If after fourteen (14) calendar days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Police Chief. The Police Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.
- D. The Police Chief or his designee will have fourteen (14) calendar days to render a decision. If the alleged breach is not resolved with the Police Chief's decision, the alleged breach will be submitted to the City Manager or his designee.
- E. The City Manager and the President of the AvPA may jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within fourteen (14) calendar days following the conclusion of the mediation process or within fourteen (14) calendar days of receipt of the facts if a mediator is not jointly requested. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.
- F. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

IN WITNESS WHEREOF, the parties have set their hand this ____ day of _____ 2012.

CITY OF AVONDALE

By:

AVONDALE POLICE ASSOCIATION

By:

Charlie McClendon, City Manager

Paul Herrmann, AvPA President

ATTEST:

Carmen Martinez, City Clerk

Attachment A

Conversion Chart/Placement in Hourly Base Rate of Pay 2014-2015

Position	Current Step ²	Current Base Rate	New Step ²	New Base Rate	Percent Increase ³
Police Cadet¹	1	\$23.00	PC	\$24.17	5.1%
Police Trainee¹	1	\$23.00	PT	\$24.77	7.7%
Police Officer	1	\$23.00 ⁴	1	\$25.39 ⁴	10.4%
	2	\$23.58	1	\$25.39	7.7%
	3	\$24.17	2	\$26.02	7.7%
	4	\$24.77	2	\$26.02	5.1%
	5	\$25.39	3	\$26.67	5.0%
	6	\$26.02	4	\$27.34	5.1%
	7	\$26.67	5	\$28.02	5.1%
	8	\$27.34	6	\$28.72	5.0%
	9	\$28.02	7	\$29.44	5.1%
	10	\$28.72	8	\$30.18	5.1%
	11	\$29.44	9	\$30.93	5.1%
	12	\$30.18	10	\$31.70	5.0%
	13	\$30.93	11	\$32.49	5.0%
	14	\$31.70	12	\$33.30	5.0%
	15	\$32.49	13	\$34.13	5.1%
	16	\$33.30	14	\$34.98	5.0%
			15	\$35.85	
			16	\$36.75	
Sergeants	1	\$33.83	1	\$37.35	10.4%
	2	\$34.68	1	\$37.35	7.7%
	3	\$35.55	2	\$38.28	7.7%
	4	\$36.44	3	\$39.24	7.7%
	5	\$37.35	3	\$39.24	5.1%
	6	\$38.28	4	\$40.22	5.1%
	7	\$39.24	5	\$41.23	5.1%
	8	\$40.22	6	\$42.26	5.1%
	9	\$41.23	7	\$43.32	5.1%
	10	\$42.26	8	\$44.40	5.1%
	11	\$43.32	9	\$45.51	5.1%
	12	\$44.40	10	\$46.65	5.1%
			11	\$47.82	
			12	\$49.02	

Notes:

- 1) Non-represented – for information only
- 2) Each step represents 2 ½%
- 3) Percent increase is approximate
- 4) This will only apply to a unit member not on original probation on the MOU effective date

Attachment B

Hourly Wage Scale Table July 1, 2014 through June 30, 2016

Step	Police Officer	Sergeant	Police Cadet ¹	Police Trainee ¹
PC			\$24.17	
PT				\$24.77
1	\$25.39	\$37.35		
2	\$26.02	\$38.28		
3	\$26.67	\$39.24		
4	\$27.34	\$40.22		
5	\$28.02	\$41.23		
6	\$28.72	\$42.26		
7	\$29.44	\$43.32		
8	\$30.18	\$44.40		
9	\$30.93	\$45.51		
10	\$31.70	\$46.65		
11	\$32.49	\$47.82		
12	\$33.30	\$49.02		
13	\$34.13			
14	\$34.98			
15	\$35.85			
16	\$36.75			

Notes:

- 1) For Information Only – Police Cadet and Police Trainee are not represented by AvPA or this MOU. An employee will be placed in the Police Cadet classification upon entrance to the Police Academy. Upon successful graduation from the academy and placed in Field Officer Training program, an employee will be placed in the Police Trainee classification until successful completion of original Probation.
- 2) Progression through the wage scale is subject to Sections 4.1.F and 4.1.G of this MOU
- 3) Each step represents 2 ½%