

**WORK SESSION  
June 2, 2014  
6:00 PM**

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**CALL TO ORDER BY VICE MAYOR SCOTT****1 ROLL CALL BY THE CITY CLERK****2. AMERICANS WITH DISABILITIES ACT - AUDIT REPORT**

City Council will receive information regarding the 2014 Parks and Recreation Americans with Disabilities Act (ADA) Audit. For information and discussion only.

**3. LAKIN RANCH MAJOR GENERAL PLAN AMENDMENT (PL-14-0021) AND REZONING (PL-14-0043)**

City Council will receive an overview of the proposed Lakin Ranch master planned community and provide direction regarding the proposed Major General Plan Amendment and Planned Area Development Rezoning for the project, including residential density, lot sizes, open space, infrastructure improvements, and phasing. For information, discussion, and direction only.

**4 ADJOURNMENT**

Respectfully submitted,



Carmen Martinez  
City Clerk

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

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

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

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



## CITY COUNCIL AGENDA

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**SUBJECT:**

Americans with Disabilities Act - Audit Report

**MEETING DATE:**

6/2/2014

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**TO:** Mayor and Council

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

**THROUGH:** David Fitzhugh, Acting City Manager

**PURPOSE:**

To provide the City Council with information regarding the 2014 Parks and Recreation Americans with Disabilities Act (ADA) Audit.

**BACKGROUND:**

The 2010 ADA Standards for Accessible Design (the Standards) published by the U.S. Department of Justice (DOJ) set minimum requirements for State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. The Standards affect more than 80,000 state and local jurisdictions and their respective parks and recreation facilities. The Standards require jurisdictions with parks and recreation facilities to conduct an audit and develop an action plan for compliance with the new rule, which took effect on March 15, 2012. The purpose of the audit is to assist in the development of a long-term plan of action with regard to the new ADA design requirements. The long-term compliance with the new regulations will enhance the accessibility of Avondale programs, services, and facilities.

Recreation Accessibility Consultants (RAC) completed an ADA audit during the period of November 13 through December 19, 2013 and subsequently provided a report briefing and an ADA training for staff. RAC also advised the Department on the phasing of corrective actions. RAC has performed similar audits and training for Apache Junction, Chandler, Glendale, Peoria, and Tempe. RAC inspected all City parks and additional facilities including the libraries, Avondale Community Center, American Sports Centers - Avondale (ASC), and City Hall for a total of 16 sites inspected.

**DISCUSSION:**

RAC staff gave the City of Avondale a B- rating based on audits of others cities of similar size and population. The audit identified 1,056 access deficits in the 16 sites inspected. All City Facilities were in compliance with ADA requirements at the time of construction. Municipalities are not expected to bring all sites into immediate compliance but should make a concerted and consistent effort to adhere to all of the new ADA requirements. A detailed breakdown of all ADA audit deficits and recommendations is provided in the attachment to this report.

The audit deficit areas are represented in major themed categories. The categories included parking, maneuvering clearance around doors, door closure speed, and other standard items in a built environment. In general, the audit focused on ensuring that a person with a disability is able to approach, enter and exit an area with ease and is able to access amenities. The audit also

assessed whether a program of athletic facilities, fields, courts and other amenities are accessible to persons with disabilities. The evaluation assessed the following:

- Maintenance of facilities and sites
- Changes in Level and Gaps of accessible routes
- Employee Work Areas and ability to approach, enter and exit
- Accessible Parking and Connections to Accessible Routes
- Door Opening Force Requirements
- Signage - Permanent Spaces, Directional and Informational
- Bathrooms Accessibility
- Alarms - Audible and Visual
- Website Accessibility
- Playgrounds Accessibility
- Ball Fields
- Basketball Courts
- Athletic Fields
- Picnic Areas and Shelters
- Volleyball

### **Transition (Corrective Action) Plan**

The Standards require that the Parks, Recreation and Libraries Department have a transition plan in response to the ADA audit. The plan should identify the barrier, the corrective work, the date by which the work will occur, and the person responsible for barrier removal. Barriers should be removed as soon as possible.

Staff determined that the best course of action is to make ADA enhancements over a ten year period and incorporate changes and alterations into existing project plans for upgrade, maintenance, and enhancement of parks and City facilities. The City will take steps towards accessibility every year and ensure that residents have access to all programs and services offered by the City. The Department of Justice has the authority to require an accelerated pace of improvements. Therefore, making access work a high priority on an annual basis is very important.

RAC provided recommendations for phasing of corrective actions to serve as a guide for the City's ADA improvements. RAC also included optional items that may be included for further enhancement of park and facility accessibility which are classified as "Department Option". The required corrections are recommended to be accomplished in three phases:

- Phase One: Complete easy to do corrections with existing staff and resources (low-hanging fruit), and enhancements to existing structures and facilities (such as parking) at sites otherwise accessible.
- Phase Two: Make changes to recreation amenities, such as playground surfaces and sports fields.
- Phase Three: Address deficiencies such as trails and elements where correction is complex or costly.

The total estimated costs of the RAC recommended corrective work is \$512,698. The Parks and Recreation facilities and programs portion of those costs are 73% (\$374,266). The remaining 27% (\$138,432) includes facilities that do not fall under the the ADA revised standards, but will provide additional access for Avondale residents and visitors. Additional facilities include: City Hall, Avondale Community Center, Libraries, and the Goodyear Farms Cemetery. The overall timeframe and cost summary of the transition plan are both provided (See Attachments).

**BUDGET IMPACT:**

All ADA transition plan projects are included in ongoing Parks, Recreation, and Library (PRLD) programs, projects, and services and will be funded from the applicable PRLD line items below.

- 101-8110-00-6320 Library Contractual Maintenance/Building and Grounds
- 101-8125-00-6251 Recreation Contractual Obligations
- 101-5220-00-6730 Grounds Maintenance R&M Buildings
- 101-5220-00-6731 Grounds Maintenance R&M Grounds and Parks
- 101-5420-00-6320 Building Maintenance Contractual Maintenance Buildings & Grounds
- 101-5420-00-6730 Building Maintenance R&M Buildings
- 101-5420-00-6731 Building Maintenance Grounds
- PK1026 Future Park Development
- PK1027 Friendship Park Enhancements
- PK1105 Festival Fields

**RECOMMENDATION:**

For information and direction only. No City Council action is required for this item.

**ATTACHMENTS:****Description**

[Avondale ADA Transition Plan Costs](#)

[Transition Plan](#)

**CITY OF AVONDALE  
PARKS, RECREATION, AND LIBRARIES DEPARTMENT  
TRANSITION PLAN SUMMARY  
DECEMBER 30, 2013**

<b>SITE</b>	<b>PHASE ONE</b>	<b>PHASE TWO</b>	<b>PHASE THREE</b>	<b>TOTAL COST</b>	<b>DEPARTMENT OPTION</b>
Avondale Community Center	\$70,249.75	\$0.00	\$0.00	\$70,249.75	\$0.00
Civic Center Library	\$25,915.25	\$0.00	\$0.00	\$25,915.25	\$0.00
Civic Center, City Hall	\$34,606.75	\$0.00	\$0.00	\$34,606.75	\$0.00
Goodyear Farms Cemetery	\$7,660.00	\$0.00	\$0.00	\$7,660.00	\$0.00
Randall McDaniel Sports Complex	\$0.00	\$68,206.00	\$0.00	\$68,206.00	\$0.00
Sam Garcia Library	\$2,690.00	\$0.00	\$38,718.00	\$41,408.00	\$0.00
Dennis DeConcini Park	\$4,499.75	\$0.00	\$14,501.00	\$19,000.75	\$58,387.50
Dessie Lorenz Park	\$10,227.50	\$5,168.75	\$0.00	\$15,396.25	\$0.00
Doc Rhodes Park	\$0.00	\$0.00	\$0.00	\$0.00	\$11,446.25
Donnie Hale Park	\$13,784.75	\$31,401.25	\$1,875.00	\$47,061.00	\$1,250.00
Festival Fields	\$33,987.50	\$15,410.00	\$0.00	\$49,397.50	\$625.00
Fred Campbell Park	\$11,516.25	\$3,998.75	\$1,675.00	\$17,190.00	\$56,681.25
Friendship Park	\$29,510.00	\$43,140.75	\$7,342.50	\$79,993.25	\$158,187.50
Las Ligas Park	\$7,065.00	\$6,563.75	\$868.75	\$14,497.50	\$58,787.50
Mountain View	\$2,597.50	\$10,681.25	\$1,737.50	\$15,016.25	\$1,875.00
Sernas Plaza	\$6,530.00	\$0.00	\$570.00	\$7,100.00	\$0.00
<b>TOTAL PROJECTED COSTS</b>	<b>\$260,840.00</b>	<b>\$184,570.50</b>	<b>\$67,287.75</b>	<b>\$512,698.25</b>	<b>\$347,240.00</b>

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Randall McDaniel Sports Complex	\$0.00	\$68,206.00	\$0.00	\$68,206.00	\$0.00
Dennis DeConcini Park	\$4,499.75	\$0.00	\$14,501.00	\$19,000.75	\$58,387.50
Dessie Lorenz Park	\$10,227.50	\$5,168.75	\$0.00	\$15,396.25	\$0.00
Doc Rhodes Park	\$0.00	\$0.00	\$0.00	\$0.00	\$11,446.25
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Mountain View	\$2,597.50	\$10,681.25	\$1,737.50	\$15,016.25	\$1,875.00
Sernas Plaza	\$6,530.00	\$0.00	\$570.00	\$7,100.00	\$0.00
<b>TOTAL PROJECTED COSTS</b>	<b>\$119,718.25</b>	<b>\$184,570.50</b>	<b>\$28,569.75</b>	<b>\$332,858.50</b>	<b>\$347,240.00</b>

<b>SITE (By FY) / 10 Year Plan</b>	<b>14-15</b>	<b>15-16</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>19-25</b>	<b>TOTAL COST</b>	<b>OPTIONAL</b>
Avondale Community Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,249.75	\$70,249.75	\$0.00
Civic Center Library	\$0.00	\$0.00	\$0.00			\$25,915.25	\$25,915.25	\$0.00
Civic Center, City Hall	\$0.00	\$0.00	\$0.00			\$34,606.75	\$34,606.75	\$0.00
Goodyear Farms Cemetery	\$0.00	\$0.00	\$0.00		\$7,660.00		\$7,660.00	\$0.00
Randall McDaniel Sports Complex	\$0.00	\$0.00	\$0.00		\$0.00	\$68,206.00	\$68,206.00	\$0.00
Sam Garcia Library	\$0.00	\$0.00	\$0.00	\$2,690.00	\$38,718.00		\$41,408.00	\$0.00
Dennis DeConcini Park	\$0.00	\$4,499.75	\$14,501.00				\$19,000.75	\$58,387.50
Dessie Lorenz Park	\$0.00	\$0.00	\$10,227.50	\$5,168.75			\$15,396.25	\$0.00
Doc Rhodes Park	\$0.00	\$0.00	\$0.00				\$0.00	\$11,446.25
Donnie Hale Park	\$0.00	\$0.00	\$1,875.00	\$13,784.75	\$31,401.25		\$47,061.00	\$1,250.00
Festival Fields	\$0.00	\$0.00	\$33,987.50	\$15,410.00			\$49,397.50	\$625.00
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Mountain View	\$0.00	\$10,681.25	\$4,335.00				\$15,016.25	\$1,875.00
Sernas Plaza	\$0.00	\$0.00	\$0.00	\$7,100.00			\$7,100.00	\$0.00
<b>TOTAL PROJECTED COSTS</b>	<b>\$29,510.00</b>	<b>\$72,819.25</b>	<b>\$72,268.50</b>	<b>\$44,153.50</b>	<b>\$77,779.25</b>	<b>\$216,167.75</b>	<b>\$512,698.25</b>	<b>\$347,240.00</b>

CITY OF AVONDALE  
PARKS, RECREATION, AND LIBRARIES DEPARTMENT  
TRANSITION PLAN

Site	Cite	Phase 1	Estimate \$	Phase 2	Estimate \$	Phase 3	Estimate \$	Optional	Estimate \$
Avondale Comm Center	1.1.1	<b>Repaint</b> stalls and access aisles to be 8' and 5' each	\$157.50						
Avondale Comm Center	1.1.2	<b>Add one van parking sign</b> to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	\$202.25						
Avondale Comm Center	1.1.3	<b>Repair or correct slope</b> of parking space and access aisle to max 2.08% in any direction	\$10,937.50						
Avondale Comm Center	1.1.4	<b>Resurface</b> stalls and access aisles to eliminate gaps and cracks	included in 1.1.3						
Avondale Comm Center	1.1.5	<b>Acquire and mount</b> at appropriate heights and locations accessible parking signs for all the stalls including fine sign	\$450.00						
Avondale Comm Center	1.1.6	<b>Raise</b> existing accessible parking signs so lowest end of bottom sign is min 60" aff	staff time						
Avondale Comm Center	1.1.7	<b>Reconfigure</b> accessible stalls to avoid requiring pedestrians to cross vehicular way, <b>in the alternative, leave as is</b> with striped crosswalk	\$262.50						
Avondale Comm Center	1.2.1	<b>Construct firm, stable, and slip resistant pads</b> at least 36" by 48" adjacent to 20% of benches, and locate along an AR as a smart practice	\$115.00						
Avondale Comm Center	1.2.2	<b>Install compliant detectable warning</b> at transitions from walkways to vehicular ways as a smart practice	\$235.00						
Avondale Comm Center	1.2.3	<b>Repair, bevel, or ramp</b> CIL along AR	\$68.75						
Avondale Comm Center	1.2.4	<b>Correct or repair</b> sidewalk cross slope along AR to max 2.08%	\$2,187.50						
Avondale Comm Center	1.2.5	<b>Correct or repair</b> sidewalk running slope along AR to max 5%	\$2,187.50						
Avondale Comm Center	1.2.6	<b>Create a</b> curb ramp to be max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as the ramp and 36" deep and side flares with a max slope 10% from parking	\$1,025.00						
Avondale Comm Center	1.2.7	<b>Designate</b> an access aisle for the passenger drop off area by painting an aisle that is 60" wide and 20' long that doesn't overlap with vehicular way	\$262.50						
Avondale Comm Center	1.2.8	<b>Correct or repair</b> slope in passenger loading zone to max 2.08%	\$2,187.50						
Avondale Comm Center	1.2.9	<b>Replace handrails</b> with ones that are rounded and/or extend to the ground, with handrail extensions and mounted 34" to 38" aff on Sr. Ctr. ramp	\$700.00						
Avondale Comm Center	1.2.10	<b>Install</b> rail along bottom edge of ramp that prevents a 4" sphere from passing through for edge protection	\$350.00						
Avondale Comm Center	1.2.11	<b>Install</b> detectable warning strip on top tread of each stairway as a smart practice	\$150.00						
Avondale Comm Center	1.3.1	<b>Mount signage</b> at entrance designating it as accessible	\$150.00						
Avondale Comm Center	1.4.1	For all doors along the public circulation route, <b>enlarge</b> cement pad at exit to allow 18" clearance on the latch side, and extend a pathway away from the building for emergency egress	\$3,000.00						
Avondale Comm Center	1.4.2	For all doors along the public circulation route, <b>correct or repair slope</b> at doorway landing and power control to max 2.08% in any direction for level CFS	\$4,375.00						
Avondale Comm Center	1.4.3	For all doors along the public circulation route, <b>repair, bevel, or ramp CIL</b> at door entries to max .25"	\$68.75						
Avondale Comm Center	1.4.4	For all doors along the public circulation route, <b>remove</b> storage at power door control	staff time						
Avondale Comm Center	1.4.5	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 8.5 lbf to open exterior doors as a smart practice	staff time						
Avondale Comm Center	1.4.6	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time						
Avondale Comm Center	1.4.7	<b>Upon renovation</b> ; make above corrections to employee only doors	n/a						
Avondale Comm Center	<b>Community Center</b>								
Avondale Comm Center	1.6.1	For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create 60" maneuvering space around doors	staff time						
Avondale Comm Center	1.6.2	<b>Leave as is</b> , maneuvering clearance in closet or storage, correction is technically infeasible	n/a						
Avondale Comm Center	1.6.3	For all doors along the public circulation route, <b>replace hardware</b> with lever hardware where indicated	\$367.50						
Avondale Comm Center	1.6.4	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 5 lbf to open interior doors	staff time						
Avondale Comm Center	1.6.5	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time						

**CITY OF AVONDALE  
PARKS, RECREATION, AND LIBRARIES DEPARTMENT  
TRANSITION PLAN**

Site	Cite	Phase 1	Estimate \$	Phase 2	Estimate \$	Phase 3	Estimate \$	Optional	Estimate \$
Avondale Comm Center	1.6.6	For employee only doors; make above corrections <b>upon renovation</b>	n/a						
Avondale Comm Center	1.7.1	<b>Lower operating mechanisms</b> along the interior AR to max 48" aff to the highest operable part	staff time						
Avondale Comm Center	1.7.2	<b>Relocate protruding objects</b> along the interior AR or place cane detectable warning at foot of counter	\$535.00						
Avondale Comm Center	1.7.3	<b>See doors above</b> for egress recommendations	included in section 1.4						
Avondale Comm Center	1.9.1	Employee only area permit approach, entry, and exit, <b>relocate obstacles</b> such as tables and chairs to create AR through Christopher's office	staff time						
Avondale Comm Center	1.9.2	Employee only areas permit approach, entry, and exit, <b>relocate obstacles</b> to create turning space of 60" in rooms listed	staff time						
Avondale Comm Center	1.9.3	For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a						
Avondale Comm Center	1.11.1	<b>Acquire and mount</b> signage, including Braille and access symbol mounted on wall, latch side of door, 48" to baseline of lowest character and 60" to baseline of highest character for both	\$300.00						
Avondale Comm Center	1.11.2	<b>Remount</b> grab bars in both to 33" to 36" aff	\$562.50						
Avondale Comm Center	1.11.3	<b>Remount toilet paper dispenser</b> max 7" to 9" from front of toilet, 15" to 48" aff and min 12" above or 1.5" below grab bar in both	staff time						
Avondale Comm Center	1.11.4	<b>Lower</b> sinks to max 34" aff to front of rim in both	\$3,400.00						
Avondale Comm Center	1.11.5	<b>Lower</b> seat covers in both and hook in women's to max 48" aff	staff time						
Avondale Comm Center	1.11.6	<b>Replace</b> toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit in women's	\$211.25						
Avondale Comm Center	1.11.7	<b>Relocate</b> garbage to be out of CFS at sink	staff time						
Avondale Comm Center	1.14.1	<b>Install audible and visual alarms</b> in rooms and spaces where alarms have been installed since 1992	\$4,075.00						
Avondale Comm Center	1.14.2	Upon renovation <b>install audible and visual</b> alarms in all rooms and spaces	included in 1.14.1						
Avondale Comm Center	1.15.1	<b>Create template for signs</b> that addresses height of sign, size of characters, location of Braille, and other requirements	staff time						
Avondale Comm Center	1.15.2	<b>Implement a sign revision program</b> throughout the building, discriminating between directional signs and signs for permanent spaces	staff time						
Avondale Comm Center	1.15.3	<b>Mount signage</b> at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted 48" to baseline of lowest character and 60" to baseline of highest character and on the latch side of the door	\$450.00						
Avondale Comm Center		<b>Senior Center</b>							
Avondale Comm Center	1.6.1	For all doors along the public circulation route, <b>widen</b> AR to door to min 54" for maneuvering clearance	\$2,200.00						
Avondale Comm Center	1.6.2	<b>Leave as is</b> , maneuvering clearance in closet or storage, correction is technically infeasible	n/a						
Avondale Comm Center	1.6.3	For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create 60" maneuvering space around doors	staff time						
Avondale Comm Center	1.6.4	For all doors along the public circulation route, <b>remove</b> a portion of the latch side wall for 12" maneuvering clearance on the push side	\$1,100.00						
Avondale Comm Center	1.6.5	For all doors along the public circulation route, <b>replace</b> door with one having 32" clear width	\$5,940.00						
Avondale Comm Center	1.6.6	For all doors along the public circulation route, <b>repair, bevel, or ramp CILs</b> at door entries to max .25"	\$68.75						
Avondale Comm Center	1.6.7	For all doors along the public circulation route, <b>fill and maintain gaps at doorways</b> to max .5"	\$68.75						
Avondale Comm Center	1.6.8	For all doors along the public circulation route, <b>replace hardware</b> with lever hardware where indicated, mounted 34" to 48" aff	\$1,837.50						
Avondale Comm Center	1.6.9	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 5 lbf to open interior doors	staff time						
Avondale Comm Center	1.6.10	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time						
Avondale Comm Center	1.6.11	For all doors along the public circulation route, <b>replace doors</b> with ones having sidelight viewing windows max 43" aff	\$1,980.00						
Avondale Comm Center	1.6.12	For employee only doors; make above corrections <b>upon renovation</b>	n/a						
Avondale Comm Center	1.7.1	<b>Leave as is</b> , thermostat, employee operated	n/a						

CITY OF AVONDALE  
PARKS, RECREATION, AND LIBRARIES DEPARTMENT  
TRANSITION PLAN

Site	Cite	Phase 1	Estimate \$	Phase 2	Estimate \$	Phase 3	Estimate \$	Optional	Estimate \$
Avondale Comm Center	1.7.2	<b>Relocate protruding objects</b> along the interior AR or place cane detectable warning at foot of AED and shelf	staff time						
Avondale Comm Center	1.7.3	<b>Replace drinking fountain</b> with hi-lo bowl	\$3,998.75						
Avondale Comm Center	1.8.1	<b>Remove, or relocate storage</b> in CFS at fixtures and operable parts	staff time						
Avondale Comm Center	1.8.2	<b>Lower operating mechanisms</b> in community room and Estrella room to max 48" aff to highest operable part	\$250.00						
Avondale Comm Center	1.8.3	<b>Replace</b> one table in community room with one having knee and toe clearance	\$800.00						
Avondale Comm Center	1.8.4	<b>Remove</b> keyboard tray to allow knee clearance at computer table in pool room	staff time						
Avondale Comm Center	1.8.5	<b>Leave as is</b> , sink in Estrella; cite construction tolerance	n/a						
Avondale Comm Center	1.9.1	Employee only area permit approach, entry, and exit, <b>relocate obstacles</b> such as tables and chairs to create AR through fitness storage	staff time						
Avondale Comm Center	1.9.2	For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a						
Avondale Comm Center		<b>Restrooms - Multiple Users</b>							
Avondale Comm Center	1.11.1	<b>Remove or raise</b> a portion of sink aprons to provide 27" knee clearance	\$1,070.00						
Avondale Comm Center	1.11.2	<b>Relocate</b> soap dispensers to be in reach range; 15" to 48" aff for an unobstructed reach	staff time						
Avondale Comm Center	1.11.3	<b>Widen</b> accessible stalls to min 60" clear width, 59" depth; in the alternative, leave as is, citing construction tolerance	\$3,927.50						
Avondale Comm Center	1.11.4	<b>Remount</b> side grab bar to max 12" from the rear wall at the close end and min 54" on the far end, and 33" to 36" aff in both	\$562.50						
Avondale Comm Center	1.11.5	<b>Remount rear grab bar</b> to behind the toilet, 12" to one side of center and 24" to the other and 33" to 36" aff in both	\$562.50						
Avondale Comm Center	1.11.6	<b>Remount toilet paper dispenser</b> max 7" to 9" from front of toilet, 15" to 48" aff and min 12" above or 1.5" below grab bar in both	staff time						
Avondale Comm Center	1.11.7	<b>Adjust</b> stall door to be self-closing and <b>replace</b> stall hardware with hardware operable without a tight pinch or grasp in both	\$200.00						
Avondale Comm Center	1.11.8	<b>Rehang</b> stall door to be max 4" from adjacent stall partition and on the stall wall farthest from the toilet in both	\$600.00						
Avondale Comm Center	1.11.9	<b>Leave as is</b> , urinal CFS; cite construction tolerance	n/a						
Avondale Comm Center	1.11.10	<b>Replace</b> toilet tank with one having a lower profile to provide min 1.5" clearance below grab bar	\$211.25						
Avondale Comm Center		<b>Restrooms - Single User</b>							
Avondale Comm Center	1.11.1	<b>Acquire and mount</b> signage, including Braille and access symbol mounted on wall, latch side of door, 48" to baseline of lowest character and 60" to baseline of highest character	\$300.00						
Avondale Comm Center	1.11.2	<b>Remount</b> grab bars in both to 33" to 36" aff	\$562.50						
Avondale Comm Center	1.11.3	<b>Leave as is</b> , sinks in both; citing construction tolerance	n/a						
Avondale Comm Center	1.11.4	<b>Relocate</b> seat covers to provide CFS and correct reach range of 15" to 48" aff in both	staff time						
Avondale Comm Center	1.11.5	<b>Replace</b> toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit in men's	\$211.25						
Avondale Comm Center	1.11.6	Per 1.11.2 completion above, <b>remount</b> TP dispenser in women's to be min 1.5" below grab bar	included in 1.11.2						
Avondale Comm Center	1.12.1	For all deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a						
Avondale Comm Center	1.14.1	<b>Install audible and visual alarms</b> in rooms and spaces where alarms have been installed since 1992	\$4,075.00						
Avondale Comm Center	1.14.2	Upon renovation <b>install audible and visual</b> alarms in all rooms and spaces	included in 1.14.1						
Avondale Comm Center	1.15.1	<b>Create template for signs</b> that addresses height of sign, size of characters, location of Braille, and other requirements	staff time						
Avondale Comm Center	1.15.2	<b>Implement a sign revision program</b> throughout the building, discriminating between directional signs and signs for permanent spaces	staff time						
Avondale Comm Center	1.15.3	<b>Mount signage</b> at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door	\$750.00						
Civic Center Library	1.1.1	<b>Relocate van parking sign</b> to 1st accessible stall or repaint currently signed stall and access aisle to 11' and 5' or 8' and 8'	staff time						

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Civic Center Library	1.1.2	<b>Acquire</b> and mount correct fine sign for all stalls	\$450.00						
Civic Center Library	1.1.3	<b>Raise</b> existing accessible parking signs so lowest end of bottom sign is min 60" aff	staff time						
Civic Center Library	1.2.1	<b>Replace</b> existing park amenities along the AR to the building entry with ones that are of accessible design	\$1,600.00						
Civic Center Library	1.2.2	<b>Relocate</b> detectable warning to be along head of parking access aisles	\$470.00						
Civic Center Library	1.3.1	<b>Mount signage</b> at entrance designating it as accessible	\$150.00						
Civic Center Library	1.4.1	For all doors along the public circulation route, <b>enlarge</b> cement pad at exit to allow 18" clearance on the latch side, and widen pathway to 60" along the building for emergency egress	\$750.00						
Civic Center Library	1.4.2	For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create 60" maneuvering space around doors	staff time						
Civic Center Library	1.4.3	For all doors along the public circulation route, <b>widen</b> pathway approaching entry to extend 18" beyond latch side of door for maneuvering clearance	\$500.00						
Civic Center Library	1.4.4	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 8.5 lbf to open exterior doors as a smart practice	staff time						
Civic Center Library	1.4.5	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time						
Civic Center Library	1.4.6	For all doors along the public circulation route, <b>replace doors</b> with ones having sidelight viewing windows max 43" aff	\$990.00						
Civic Center Library	1.4.7	For all doors along the public circulation route, <b>extend</b> a firm and stable pathway away from the building for emergency egress	\$625.00						
Civic Center Library	1.4.8	<b>Upon renovation</b> ; make above corrections to employee only doors	n/a						
Civic Center Library	1.6.1	For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create 60" maneuvering space around doors	staff time						
Civic Center Library	1.6.2	For all doors along the public circulation route, <b>replace hardware</b> with lever hardware where indicated	\$735.00						
Civic Center Library	1.6.3	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 5 lbf to open interior doors	staff time						
Civic Center Library	1.6.4	For all doors along the public circulation route, <b>replace doors</b> with ones having sidelight viewing windows max 43" aff	staff time						
Civic Center Library	1.6.5	For employee only doors; make above corrections <b>upon renovation</b>	n/a						
Civic Center Library	1.8.1	<b>Relocate obstacles</b> such as tables and chairs to create turning space in study rooms	staff time						
Civic Center Library	1.8.2	<b>Relocate protruding objects</b> in gallery and main book stack area or place cane detectable warning at foot of pictures, AED and keyboard	\$250.00						
Civic Center Library	1.8.3	<b>Remove, or relocate storage</b> in CFS at fixtures and operable parts	staff time						
Civic Center Library	1.8.4	<b>Lower operating mechanisms</b> in break room and main book stack area to max 48" aff to highest operable part and 34" max to surfaces	\$750.00						
Civic Center Library	1.8.5	<b>Replace</b> at least one table or work station in each area with one having 27" knee clearance and toe clearance	\$800.00						
Civic Center Library	1.9.1	Employee only area permit approach, entry, and exit, <b>relocate obstacles</b> such as tables and chairs to create AR through areas listed	staff time						
Civic Center Library	1.9.2	Employee only areas permit approach, entry, and exit, <b>relocate obstacles</b> to create turning space of 60" in rooms listed	staff time						
Civic Center Library	1.9.3	For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a						
Civic Center Library		<b>Restrooms - Multiple Users</b>							
Civic Center Library	1.11.1	<b>Lower hooks</b> in accessible stalls to max 48" aff in both	staff time						
Civic Center Library	1.11.2	<b>Lower changing table</b> to max 34" aff to surface when in open position and max 48" aff to handle when in closed position in both	staff time						
Civic Center Library	1.11.3	<b>Replace toilet seat, or re-set or replace toilet</b> to 17" to 19" aff in both	\$2,612.00						
Civic Center Library	1.11.4	<b>Remount rear grab bar</b> to behind the toilet, 12" to one side of center and 24" to the other and 33" to 36" aff in both	\$562.50						
Civic Center Library	1.11.5	<b>Lower</b> urinal so that rim height is max 17" aff	\$1,217.50						

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Civic Center Library	1.11.6	<b>Remount</b> toilets to 16" to 18" from the side wall to centerline in men's	included in 1.11.3						
Civic Center Library	1.11.7	<b>Remount toilet paper dispenser</b> max 7" to 9" from front of toilet, 15" to 48" aff and min 12" above or 1.5" below grab bar in men's	staff time						
Civic Center Library	1.11.8	<b>Remount</b> side grab bar in women's to max 12" from the rear wall at the close end and min 54" on the far end, and 33" to 36" aff	\$281.25						
Civic Center Library	1.11.9	<b>Rehang</b> stall door to be max 4" from adjacent stall partition and on the stall wall farthest from the toilet in women's	\$300.00						
Civic Center Library		<b>Restrooms - Single User</b>							
Civic Center Library	1.11.1	<b>Leave as is</b> , lack of access symbol as all restrooms are accessible	n/a						
Civic Center Library	1.11.2	<b>Replace toilet seat, or re-set or replace toilet</b> to 17" to 19" aff in both	\$2,612.00						
Civic Center Library	1.11.3	<b>Remount</b> side grab bar to max 12" from the rear wall at the close end and min 54" on the far end, and 33" to 36" aff in both	\$562.50						
Civic Center Library	1.11.4	<b>Remount rear grab bar</b> to behind the toilet, 12" to one side of center and 24" to the other and 33" to 36" aff in both	\$562.50						
Civic Center Library	1.11.5	<b>Remount</b> seat covers to be min 12" above grab bar in family	staff time						
Civic Center Library	1.11.6	<b>Lower mirror</b> so reflective surface is max 40" aff in both	staff time						
Civic Center Library	1.11.7	<b>Lower</b> sink to max 34" aff to front of rim in family	\$1,700.00						
Civic Center Library	1.11.8	<b>Lower changing table</b> to max 34" aff to surface when in open position and max 48" aff to handle when in closed position in family	staff time						
Civic Center Library	1.11.9	<b>Lower</b> toilet pipe to provide 1.5" clearance under rear grab bar in staff if feasible	\$422.50						
Civic Center Library	1.11.10	<b>Remount toilet paper dispenser</b> max 7" to 9" from front of toilet, 15" to 48" aff and min 12" above or 1.5" below grab bar in staff	staff time						
Civic Center Library	1.11.11	<b>Correct or repair</b> slope to max 5% running and 2.08% cross in staff	\$2,187.50						
Civic Center Library	1.14.1	<b>Install audible and visual alarms</b> in rooms and spaces where alarms have been installed since 1992	\$4,075.00						
Civic Center Library	1.14.2	Upon renovation <b>install audible and visual</b> alarms in all rooms and spaces	included in 1.14.1						
Civic Center Library	1.15.1	<b>Create template for signs</b> that addresses height of sign, size of characters, location of Braille, and other requirements	staff time						
Civic Center Library	1.15.2	<b>Implement a sign revision program</b> throughout the building, discriminating between directional signs and signs for permanent spaces	staff time						
Civic Center Library	1.15.3	<b>Mount signage</b> at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door	\$750.00						
City Hall	1.1.1	<b>Repaint</b> stalls and access aisles to be 8' and 5' each	\$52.50						
City Hall	1.1.2	<b>Repair or correct slope</b> of parking space and access aisle to max 2.08% in any direction in both lots	\$4,375.00						
City Hall	1.1.3	<b>Acquire and mount</b> at appropriate heights and locations accessible parking signs for all the stalls	\$150.00						
City Hall	1.1.4	<b>Acquire</b> and mount correct fine sign for all stalls	\$600.00						
City Hall	1.1.5	<b>Raise</b> existing accessible parking signs so lowest end of bottom sign is min 60" aff	staff time						
City Hall	1.1.6	<b>Add one van parking sign</b> to one accessible stall and repaint stalls and access aisles to 11' and 5' or 8' and 8' in each lot	\$202.25						
City Hall		<b>Exterior - EAR</b>							
City Hall	1.2.1	<b>Create</b> a level landing at the bottom of the curb ramp, 36" deep and as wide as ramp	\$2,187.50						
City Hall	1.2.2	<b>Correct slope</b> of curb ramp to max 8.33%	\$1,450.00						
City Hall	1.2.3	<b>Install compliant detectable warning</b> at curb ramps as a smart practice	\$470.00						
City Hall	1.2.4	<b>Correct or repair</b> sidewalk cross slope along AR to max 2.08%	\$2,187.50						
City Hall		<b>Exterior - Stairs</b>							
City Hall	1.2.1	<b>Replace or remount</b> handrails to 34" to 38" aff at both	\$1,400.00						
City Hall		<b>Exterior - Ramp</b>							
City Hall	1.2.1	<b>Correct slope</b> of ramps to max 8.33%	\$9,300.00						
City Hall	1.3.1	<b>Mount signage</b> at entrances designating them as accessible	\$450.00						
City Hall	1.4.1	For all doors along the public circulation route, <b>repair, bevel, or ramp CIL</b> at one door entry to max .25"	\$68.75						
City Hall	1.4.2	For all doors along the public circulation route, <b>till and maintain</b> gaps at doorways to max .5"	\$206.25						
City Hall	1.4.3	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 8.5 lbf to open exterior doors as a smart practice	staff time						

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City Hall	1.4.4	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time						
City Hall	1.4.5	For employee only doors; make above corrections <b>upon renovation</b>	n/a						
City Hall	1.6.1	For all doors along the public circulation route, <b>widen entries</b> to allow for 18" of maneuvering clearance on the pull side of doorways	\$2,200.00						
City Hall	1.6.2	For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create 60" maneuvering space around doors	staff time						
City Hall	1.6.3	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 5 lbf to open interior doors	staff time						
City Hall	1.6.4	For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time						
City Hall	1.6.5	For all doors along the public circulation route, <b>replace doors</b> with ones having sidelight viewing windows max 43" aff	\$3,960.00						
City Hall	1.6.6	For employee only doors; make above corrections <b>upon renovation</b>	n/a						
City Hall	1.7.1	<b>Lower</b> 36" wide segment of service counter to max 36" aff	\$785.00						
City Hall	1.7.2	<b>Relocate</b> storage at lobby counter	staff time						
City Hall	1.7.3	<b>Replace</b> vending machines with ones having operable parts max 48" aff	staff time						
City Hall	1.7.4	<b>Relocate protruding objects</b> along the interior AR or place cane detectable warning at foot of AED.	staff time						
City Hall	1.7.5	<b>Raise</b> drinking fountains to allow knee clearance at low bowl	\$250.00						
City Hall	1.8.1	<b>Remove, or relocate storage</b> in CFS at fixtures and operable parts	staff time						
City Hall	1.9.1	Employee only area permit approach, entry, and exit, <b>relocate obstacles</b> such as tables and chairs to create AR through rooms indicated	staff time						
City Hall	1.9.2	Employee only areas permit approach, entry, and exit, <b>relocate obstacles</b> to create turning space of 60" where indicated	staff time						
City Hall	1.9.3	For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a						
City Hall	1.11.1	<b>Lower changing tables</b> to max 34" aff to surface when open and max 48" aff to handle when in closed position in both	staff time						
City Hall	1.11.2	<b>Replace toilet seat, or re-set or replace toilet</b> to 17" to 19" aff in both	\$2,612.00						
City Hall	1.11.3	<b>Replace stall door</b> of accessible stall with self-closing door and <b>replace</b> hardware to be operable without a tight pinch or grasp in both	\$800.00						
City Hall	1.11.4	<b>Rehang</b> stall door to be max 4" from adjacent stall partition and on the stall wall farthest from the toilet in men's	\$300.00						
City Hall	1.11.5	<b>Relocate or recess</b> shelf to not interfere with general circulation path, protrusions can't be greater than 4" in men's	staff time						
City Hall	1.15.1	<b>Create template for signs</b> that addresses height of sign, size of characters, location of Braille, and other requirements	staff time						
City Hall	1.15.2	<b>Implement a sign revision program</b> throughout the building, discriminating between directional signs and signs for permanent spaces	staff time						
City Hall	1.15.3	<b>Mount signage</b> at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door	\$600.00						
Goodyear Farms Cemetary	1.1.1	<b>Create one or more</b> 8' accessible parking stalls, with one 5' adjacent access aisle, with proper signage and striping of a firm, stable and slip resistant material	\$1,135.00						
Goodyear Farms Cemetary	1.2.1	<b>Extend AR</b> with crushed and compacted stone or similar outdoor material from parking to existing route	\$625.00						
Goodyear Farms Cemetary	1.2.2	<b>Repair, bevel, or ramp</b> CIL along AR	\$68.75						
Goodyear Farms Cemetary	1.2.3	<b>Correct or fill</b> gaps along AR	\$206.25						
Goodyear Farms Cemetary	1.2.4	<b>Correct or repair</b> sidewalk cross slope along AR to max 2.08%	\$4,375.00						
Goodyear Farms Cemetary	1.2.5	<b>Extend AR</b> to rest of cemetery; in the alternative, provide an alternate means to get patrons with disabilities to grave sites	\$1,250.00						
Goodyear Farms Cemetary	1.10.1	<b>Relocate</b> 20% of garbage cans to be along AR	staff time						

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Randall McDaniel Sports Complex				<b>Parking - Front</b>					
Randall McDaniel Sports Complex	1.1.1			<b>Relocate stalls</b> to be on the shortest AR to the building entry or site features	\$262.50				
Randall McDaniel Sports Complex	1.1.2			<b>Consider adding access aisle</b> to passenger side of van stall at front angled stalls as a smart practice	\$52.50				
Randall McDaniel Sports Complex	1.1.3			<b>Repaint</b> stalls and access aisles to be 8' and 5' each	\$52.50				
Randall McDaniel Sports Complex	1.1.4			<b>Repair or correct slope</b> of parking space and access aisle to max 2.08% in any direction	\$28,437.50				
Randall McDaniel Sports Complex	1.1.5			<b>Resurface accessible stalls</b> with a firm, stable, and slip resistant material at main lot	included in 1.1.4				
Randall McDaniel Sports Complex	1.1.6			<b>Acquire</b> and mount correct fine sign for all stalls	\$1,800.00				
Randall McDaniel Sports Complex	1.1.7			<b>Repaint</b> van designated stalls and access aisles to 11' and 5' or 8' and 8', in the alternative, make correction to min of two existing van stalls	\$405.00				
Randall McDaniel Sports Complex				<b>Parking - Side/Rear</b>					
Randall McDaniel Sports Complex	1.1.1			<b>Reconfigure</b> accessible stalls to avoid requiring pedestrians to cross vehicular way, <b>in the alternative, leave as is</b> with striped crosswalk	\$262.50				
Randall McDaniel Sports Complex	1.1.2			<b>Repaint</b> stalls and access aisles to be 8' and 5' each	\$210.00				
Randall McDaniel Sports Complex	1.1.3			<b>Repaint</b> van designated stalls and access aisles to 11' and 5' or 8' and 8', in the alternative, make correction to min of two existing van stalls	\$405.00				
Randall McDaniel Sports Complex	1.2.1			<b>Create lined cross walk</b> where pedestrian pathway crosses through vehicular traffic as a smart practice	\$262.50				
Randall McDaniel Sports Complex	1.2.2			<b>Correct curb ramp slope</b> to max 8.33%	\$725.00				
Randall McDaniel Sports Complex	1.2.3			<b>Correct or repair</b> sidewalk running slope along AR to max 5%; in the alternative, treat as a ramp and install handrails on both sides	\$4,375.00				
Randall McDaniel Sports Complex	1.2.4			<b>Install</b> detectable warning strip on top tread of each stairway as a smart practice	\$300.00				
Randall McDaniel Sports Complex	1.2.5			<b>Install</b> handrails on both sides of stairway, mounted 34" to 38" aff with top and bottom extensions	\$1,400.00				
Randall McDaniel Sports Complex	1.3.1			<b>Mount signage</b> at entrance designating it as accessible	\$300.00				
Randall McDaniel Sports Complex	1.4.1			For all doors along the public circulation route, <b>correct or repair slope</b> at doorway landing to max 2.08% in any direction for level CFS	\$6,562.50				
Randall McDaniel Sports Complex	1.4.2			For all doors along the public circulation route, <b>widen entries</b> to allow for 12" of maneuvering clearance on the push side of doorways	\$2,200.00				
Randall McDaniel Sports Complex	1.4.3			For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 8.5 lbf to open exterior doors as a smart practice	staff time				
Randall McDaniel Sports Complex	1.4.4			For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time				
Randall McDaniel Sports Complex	1.4.5			<b>Upon renovation</b> ; make above corrections to employee only doors	n/a				
Randall McDaniel Sports Complex	1.6.1			For all doors along the public circulation route, <b>remove and rehang</b> to swing outward rather than inward to provide 18" maneuvering clearance on the pull side of door	\$1,368.75				

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Randall McDaniel Sports Complex	1.6.2			For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create 60" maneuvering space around doors	staff time				
Randall McDaniel Sports Complex	1.6.3			For all doors along the public circulation route, <b>correct or repair slope</b> at doorway landing to max 2.08% in any direction for level CFS	\$4,375.00				
Randall McDaniel Sports Complex	1.6.4			<b>Leave as is</b> , lack of overhead clearance at walk in fridges; not for user passage	n/a				
Randall McDaniel Sports Complex	1.6.5			For all doors along the public circulation route, <b>repair, bevel, or ramp CILs</b> at door entries to max .25"	\$687.50				
Randall McDaniel Sports Complex	1.6.6			For all doors along the public circulation route, <b>replace hardware</b> with lever hardware where indicated, leave as is fridge hardware	\$1,470.00				
Randall McDaniel Sports Complex	1.6.7			For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 5 lbf to open interior doors	staff time				
Randall McDaniel Sports Complex	1.6.8			For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time				
Randall McDaniel Sports Complex	1.6.9			For all doors along the public circulation route, <b>replace doors</b> with ones having viewing windows max 43" aff	\$5,940.00				
Randall McDaniel Sports Complex	1.6.10			For employee only doors; make above corrections <b>upon renovation</b>	n/a				
Randall McDaniel Sports Complex	1.7.1			<b>Remove, or relocate storage</b> in CFS at fixtures and operable parts along the AR	staff time				
Randall McDaniel Sports Complex	1.7.2			<b>Relocate protruding objects</b> along the interior AR or place cane detectable warning at foot of AED and main counter	\$535.00				
Randall McDaniel Sports Complex	1.7.3			<b>Adjust</b> spout flow to max 15 degrees measured from the front of the unit	staff time				
Randall McDaniel Sports Complex	1.7.4			<b>Adjust</b> spout flow height to max 4"	staff time				
Randall McDaniel Sports Complex	1.7.5			<b>Leave as is</b> , height of service counter, cite construction tolerance	n/a				
Randall McDaniel Sports Complex	1.8.1			<b>Relocate protruding objects</b> in multipurpose room or place cane detectable warning at foot of service counter	\$535.00				
Randall McDaniel Sports Complex	1.8.2			<b>Lower operating mechanisms</b> in dance room and multipurpose room to max 48" aff to highest operable part	\$500.00				
Randall McDaniel Sports Complex	1.9.1			Employee only area permit approach, entry, and exit, <b>relocate obstacles</b> such as tables and chairs to create AR through kitchen manager office	staff time				
Randall McDaniel Sports Complex	1.9.2			Employee only areas permit approach, entry, and exit, <b>relocate obstacles</b> to create turning space of 60" in kitchen manager office and office storage	staff time				
Randall McDaniel Sports Complex	1.9.3			For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a				
Randall McDaniel Sports Complex				<b>Restrooms - Multiple Users</b>					
Randall McDaniel Sports Complex	1.11.1			<b>Leave as is</b> , mirror in both; cite construction tolerance	n/a				
Randall McDaniel Sports Complex	1.11.2			<b>Lower hooks</b> in accessible stalls to max 48" aff in both	staff time				
Randall McDaniel Sports Complex	1.11.3			<b>Relocate</b> changing table to provide maneuvering clearance at stall doors in both	staff time				
Randall McDaniel Sports Complex	1.11.4			<b>Relocate or recess</b> hand dryers to not interfere with general circulation path, protrusions can't be greater than 4" in both	\$500.00				

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Randall McDaniel Sports Complex	1.11.5			<b>Acquire and mount</b> signage, including Braille and access symbol mounted on wall, latch side of door, 48" to baseline of lowest character and 60" to baseline of highest character at women's	\$150.00				
Randall McDaniel Sports Complex	1.11.6			<b>Remount</b> toilet to 16" to 18" from the side wall to centerline in women's	\$1,306.00				
Randall McDaniel Sports Complex	1.11.7			<b>Lower</b> toilet plumbing to provide 1.5" clearance under grab bar, if feasible	\$422.50				
Randall McDaniel Sports Complex				<b>Restrooms - Single User</b>					
Randall McDaniel Sports Complex	1.11.1			<b>Acquire and mount</b> signage, including Braille and access symbol mounted on wall, latch side of door, 48" to baseline of lowest character and 60" to baseline of highest character	\$150.00				
Randall McDaniel Sports Complex	1.11.2			<b>Lower</b> toilet plumbing to provide 1.5" clearance under grab bar, if feasible	\$422.50				
Randall McDaniel Sports Complex	1.11.3			<b>Relocate or recess</b> soap dispenser to not interfere with general circulation path, protrusions can't be greater than 4"	staff time				
Randall McDaniel Sports Complex	1.12.1			<b>Relocate or rearrange storage and supplies</b> to maintain a 36" AR throughout the kitchen work area	staff time				
Randall McDaniel Sports Complex	1.12.2			For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a				
Randall McDaniel Sports Complex	1.13.1			<b>Extend</b> grab bar on back wall to be within 6" of the front of the bench as a smart practice	\$281.25				
Randall McDaniel Sports Complex	1.13.2			<b>Adjust</b> shower control to be operable with less than 5 lbf	staff time				
Randall McDaniel Sports Complex	1.13.3			<b>Remount</b> shower seat to the correct location and height in the shower	\$250.00				
Randall McDaniel Sports Complex	1.15.1			<b>Create template for signs</b> that addresses height of sign, size of characters, location of Braille, and other requirements	staff time				
Randall McDaniel Sports Complex	1.15.2			<b>Implement a sign revision program</b> throughout the building, discriminating between directional signs and signs for permanent spaces	staff time				
Randall McDaniel Sports Complex	1.15.3			<b>Mount signage</b> at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door	\$900.00				
Randall McDaniel Sports Complex	1.16.1			<b>Tape or bevel</b> mats to eliminate CIL near soccer entries	\$400.00				
Randall McDaniel Sports Complex	1.16.2			<b>Consider relocating garbage cans</b> to assure adequate CFS at all bleachers	staff time				
Randall McDaniel Sports Complex	1.16.3			<b>See 1.6.6 above</b> for corrections to door hardware	included in 1.6.6				
Sam Garcia Library	1.1.1	<b>Acquire</b> and mount correct fine sign for all stalls	\$300.00						
Sam Garcia Library	1.1.2	<b>Raise</b> existing accessible parking signs so lowest end of bottom sign is min 60" aff	staff time						
Sam Garcia Library	1.1.3	<b>Reconfigure</b> accessible van stall to locate access aisle on passenger side of van stall as a smart practice	\$52.50						
Sam Garcia Library	1.1.4	<b>Acquire and mount</b> at appropriate heights and locations accessible parking signs for all the stalls	\$150.00						
Sam Garcia Library	1.2.1	<b>Correct or repair</b> sidewalk slope at book drop to max 2.08%	\$2,187.50						
Sam Garcia Library	1.4.1					For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create 60" maneuvering space around doors	staff time		
Sam Garcia Library	1.4.2					For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to allow CFS at automatic door control	staff time		
Sam Garcia Library	1.4.3					<b>Enlarge landing</b> at emergency exit door to provide CFS for a patron in a wheelchair for emergency egress	\$625.00		

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Sam Garcia Library	1.4.4					For all doors along the public circulation route, <b>replace hardware</b> with lever hardware where indicated	\$367.50		
Sam Garcia Library	1.4.5					For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 8.5 lbf to open exterior doors as a smart practice	staff time		
Sam Garcia Library	1.4.6					For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time		
Sam Garcia Library	1.4.7					<b>Upon renovation</b> ; make above corrections to employee only doors	n/a		
Sam Garcia Library	1.5.1					<b>Leave as is</b> , emergency control, infeasible to correct	n/a		
Sam Garcia Library	1.5.2					<b>Identify emergency communication system</b> with a raised symbol and lettering mounted adjacent to unit	\$5,668.75		
Sam Garcia Library	1.6.1					For all doors along the public circulation route, <b>install power door opener</b> due to lack of approach clearance	\$1,353.75		
Sam Garcia Library	1.6.2					For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create 60" maneuvering space around doors	staff time		
Sam Garcia Library	1.6.3					For all doors along the public circulation route, <b>remove and rehang</b> to swing outward rather than inward to provide 18" maneuvering clearance on the pull side of door	\$8,212.50		
Sam Garcia Library	1.6.4					<b>Relocate</b> cubicle partition to allow for 42" push side clearance at staff lounge door	\$250.00		
Sam Garcia Library	1.6.5					For all doors along the public circulation route, <b>replace hardware</b> with lever hardware where indicated	\$367.50		
Sam Garcia Library	1.6.6					For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 5 lbf to open interior doors	staff time		
Sam Garcia Library	1.6.7					For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time		
Sam Garcia Library	1.6.8					For all doors along the public circulation route, <b>replace doors</b> with ones having sidelight viewing windows max 43" aff	\$990.00		
Sam Garcia Library	1.6.9					For employee only doors; make above corrections <b>upon renovation</b>	n/a		
Sam Garcia Library						<b>Interior - IAR</b>			
Sam Garcia Library	1.7.1					<b>Place</b> cane detectable warning at foot of lobby counter	\$150.00		
Sam Garcia Library	1.7.2					<b>Raise</b> drinking fountains to allow knee clearance at low bowls	\$250.00		
Sam Garcia Library						<b>Interior - Stairs</b>			
Sam Garcia Library	1.7.1					<b>Repair</b> nosings to be curved or beveled at main stairs	\$840.00		
Sam Garcia Library	1.7.2					<b>Install</b> detectable warning strip on top tread of each stairway as a smart practice	\$300.00		
Sam Garcia Library	1.7.3					<b>Provide</b> 80" overhead clearance if feasible, in the alternative, pad the obstruction to prevent injury	\$1,100.00		
Sam Garcia Library	1.8.1					<b>Pad</b> angled supports to prevent hazard in overhead clearance	\$1,000.00		
Sam Garcia Library	1.8.2					<b>Relocate obstacles</b> such as tables and chairs to create turning space in study rooms and staff lounge	staff time		
Sam Garcia Library	1.8.3					<b>Relocate protruding objects</b> or place cane detectable warning at foot of protrusions where indicated	\$500.00		
Sam Garcia Library	1.8.4					<b>Remove, or relocate storage</b> in CFS at fixtures and operable parts	staff time		
Sam Garcia Library	1.8.5					<b>Lower operating mechanisms</b> in upper level stacks and staff lounge to max 48" aff to highest operable part	\$500.00		
Sam Garcia Library	1.8.6					<b>Leave as is</b> , self-checkout counter; meets service counter requirements	n/a		
Sam Garcia Library	1.8.7					<b>Replace</b> two tables/computer stations with ones providing knee and toe clearances in lower level stack area	\$1,600.00		
Sam Garcia Library	1.8.8					<b>Lower</b> height of book return counter to max 36" aff; if not feasible, provide another means of serving patrons with special needs	\$250.00		
Sam Garcia Library	1.8.9					<b>Lower</b> sink height to max 34" aff	\$1,700.00		
Sam Garcia Library	1.8.10					<b>Relocate</b> table at sink to allow for CFS	staff time		
Sam Garcia Library	1.9.1					Employee only area permit approach, entry, and exit, <b>relocate obstacles</b> such as tables and chairs to create AR through rooms indicated	staff time		
Sam Garcia Library	1.9.2					Employee only areas permit approach, entry, and exit, <b>relocate obstacles</b> to create turning space of 60" where indicated	staff time		

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Sam Garcia Library	1.9.3					For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a		
Sam Garcia Library						<b>Restrooms - Multiple Users - Upper Level</b>			
Sam Garcia Library	1.11.1					<b>Acquire and mount</b> signage, including access symbol at both	\$300.00		
Sam Garcia Library	1.11.2					<b>Remount</b> toilets to 16" to 18" from the side wall to centerline in both	\$2,612.00		
Sam Garcia Library	1.11.3					<b>Remount toilet paper dispenser</b> max 7" to 9" from front of toilet, 15" to 48" aff and min 12" above or 1.5" below grab bar in men's	staff time		
Sam Garcia Library	1.11.4					<b>Leave as is</b> , sink in women's; cite construction tolerance	n/a		
Sam Garcia Library	1.11.5					<b>Rehang</b> stall door to be max 4" from adjacent stall partition and on the stall wall farthest from the toilet in women's	\$300.00		
Sam Garcia Library						<b>Restrooms - Multiple Users - Lower Level</b>			
Sam Garcia Library	1.11.1					<b>Acquire and mount</b> signage, including access symbol at both	\$300.00		
Sam Garcia Library	1.11.2					<b>Leave as is</b> , sinks in both; cite construction tolerance	n/a		
Sam Garcia Library	1.11.3					<b>Leave as is</b> , urinal, cite construction tolerance	n/a		
Sam Garcia Library	1.11.4					<b>Rehang</b> stall door to be max 4" from adjacent stall partition and on the stall wall farthest from the toilet in women's	\$300.00		
Sam Garcia Library						<b>Restrooms - Single Users</b>			
Sam Garcia Library	1.11.1					<b>Acquire and mount</b> signage, including access symbol at both	\$300.00		
Sam Garcia Library	1.11.2					<b>Relocate</b> garbage can to allow CFS at sink in family restroom	staff time		
Sam Garcia Library	1.11.3					<b>Lower changing table</b> to max 34" aff to surface when in open position and max 48" aff to handle when in closed position in family restroom	staff time		
Sam Garcia Library	1.11.4					<b>Remount</b> toilets to 16" to 18" from the side wall to centerline in staff restroom	\$1,306.00		
Sam Garcia Library	1.11.5					<b>Lower</b> sinks to max 34" aff to front of rim in staff restroom	\$1,700.00		
Sam Garcia Library	1.14.1					<b>Install audible and visual alarms</b> in rooms and spaces where alarms have been installed since 1992	\$4,075.00		
Sam Garcia Library	1.14.2					Upon renovation <b>install audible and visual</b> alarms in all rooms and spaces	included in 1.14.2		
Sam Garcia Library	1.15.1					<b>Create template for signs</b> that addresses height of sign, size of characters, location of Braille, and other requirements	staff time		
Sam Garcia Library	1.15.2					<b>Implement a sign revision program</b> throughout the building, discriminating between directional signs and signs for permanent spaces	staff time		
Sam Garcia Library	1.15.3					<b>Mount signage</b> at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door	\$1,500.00		
Dennis Deconcini Park	1.1.1	<b>Add one van parking sign</b> to accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	\$202.25						
Dennis Deconcini Park	1.1.2	<b>Acquire and mount</b> at appropriate heights and locations accessible parking signs for all the stalls	\$150.00						
Dennis Deconcini Park	1.2.1	<b>Correct slope</b> of curb ramp slide flares to max 10%	\$1,000.00						
Dennis Deconcini Park	1.2.2	<b>Correct curb ramp slope</b> to max 8.33%	\$725.00						
Dennis Deconcini Park	1.2.3	<b>Install compliant detectable warning</b> at curb ramps as a smart practice	\$235.00						
Dennis Deconcini Park	1.2.4	<b>Correct or repair</b> sidewalk cross slope along AR to max 2.08%	\$2,187.50 included in sections 1.3, 1.10, and 1.11						
Dennis Deconcini Park	1.2.5	<b>See sections 1.3, 1.10, and 1.11 below</b> for corrections to AR to elements							
Dennis Deconcini Park	1.3.1							<b>Create AR</b> with crushed and compacted stone or similar outdoor material from parking or sidewalk to play area	\$625.00
Dennis Deconcini Park	1.3.2							<b>Correct or repair</b> entry ramp slope to be max 6.25%	\$2,187.50
Dennis Deconcini Park	1.3.3							<b>Acquire and install</b> intended user signage and mount at designated entry as a smart practice	\$150.00
Dennis Deconcini Park	1.4.1							<b>Replace existing surface</b> with an accessible surface such as EWF, PIP or tiles, with compliant slopes and CILs	\$50,000.00

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Dennis Deconcini Park	1.4.2							<b>Repair or correct cross slope</b> of play area accessible surface to max 2.08%	staff time
Dennis Deconcini Park	1.4.3							<b>Establish protocols</b> for regular and frequent inspection and maintenance of accessible playground surface	staff time
Dennis Deconcini Park	1.4.4							<b>Relocate</b> play element to provide 80" overhead clearance	\$250.00
Dennis Deconcini Park	1.5.1							<b>Lower platform</b> on transfer system to 11" to 18" aff, in the alternative, add and maintain surface fill level to achieve the same	\$250.00
Dennis Deconcini Park	1.5.2							<b>Correct slope</b> in CFS at transfer to max 2.08%	staff time
Dennis Deconcini Park	1.5.3							<b>Correct</b> transfer step riser height to 8" max and uniform	\$1,000.00
Dennis Deconcini Park	1.8.1							<b>See 1.4.4 above</b> for correction to general store panel, in the alternative, <b>add</b> an additional interactive component	included in 1.4.4
Dennis Deconcini Park	1.8.2							<b>Lower the seat, or raise the surface fill level</b> to achieve entry height to one belt swing of 11" to 24" agl	staff time
Dennis Deconcini Park	1.8.3							<b>Leave as is</b> , remaining GLPCs as the above corrections will meet incentive scoping	n/a
Dennis Deconcini Park	1.10.1							<b>Create AR</b> with crushed and compacted stone or similar outdoor material from parking or sidewalk to the <b>basketball court</b> and <b>extend</b> AR to both sides of court	\$1,250.00
Dennis Deconcini Park	1.11.1							<b>Create AR</b> with crushed and compacted stone or similar outdoor material from parking or sidewalk to both shelters	\$1,250.00
Dennis Deconcini Park	1.11.2							<b>Extend AR</b> to shelter amenities at both shelters	\$625.00
Dennis Deconcini Park	1.11.3							<b>Replace picnic table</b> with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around the table as a smart practice at basketball shelter	\$800.00
Dennis Deconcini Park								<b>Doors</b>	
Dennis Deconcini Park	1.12.1							For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create 60" maneuvering space around doors	staff time
Dennis Deconcini Park	1.12.2							<b>Leave as is</b> , closet or storage, correction is technically infeasible	n/a
Dennis Deconcini Park	1.12.3							For all doors along the public circulation route, <b>widen</b> AR to door to min 48" for maneuvering clearance	\$1,100.00
Dennis Deconcini Park	1.12.4							For all doors along the public circulation route, <b>replace doors</b> with doors having 80" overhead clearance and 32" clear width	\$5,940.00
Dennis Deconcini Park	1.12.6							For all doors along the public circulation route, <b>fill and maintain gaps at doorways</b> to max .5"	\$68.75
Dennis Deconcini Park	1.12.7							For all doors along the public circulation route, <b>replace hardware</b> with lever hardware where indicated	\$2,205.00
Dennis Deconcini Park	1.12.8							For employee only doors; make above corrections <b>upon renovation</b>	n/a
Dennis Deconcini Park								<b>Rooms</b>	
Dennis Deconcini Park	1.12.1							Employee only areas permit approach, entry, and exit, <b>relocate obstacles</b> such as tables and chairs to create AR through back room	staff time
Dennis Deconcini Park	1.12.2							Employee only areas permit approach, entry, and exit; <b>relocate obstacles</b> to create turning space of 60" in office	staff time
Dennis Deconcini Park	1.12.3							For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a
Dennis Deconcini Park								<b>Restrooms</b>	
Dennis Deconcini Park	1.12.1							<b>Acquire and mount</b> signage, including Braille and access symbol mounted on wall, latch side of door, 48" to baseline of lowest character and 60" to baseline of highest character	\$150.00
Dennis Deconcini Park	1.12.2							<b>Remount</b> toilets to 16" to 18" from the side wall to centerline	\$1,306.00
Dennis Deconcini Park	1.12.3							<b>Replace</b> side grab bar with a 42" long grab bar, mounted max 12" from the rear wall and 33" to 36" aff	\$281.25
Dennis Deconcini Park	1.12.4							<b>Replace rear grab bar</b> with one 36" long, mounted behind the toilet, 12" to one side of center and 24" to the other and 33" to 36" aff	\$281.25
Dennis Deconcini Park	1.12.5							<b>Remount toilet paper dispenser</b> max 7" to 9" from front of toilet, 15" to 48" aff and min 12" above or 1.5" below grab bar	staff time
Dennis Deconcini Park	1.12.6							<b>Lower mirror</b> so reflective surface is max 40" aff	staff time
Dennis Deconcini Park	1.12.7							<b>Replace sink</b> with one that provides knee clearance	\$3,168.75

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Dessie Lorenz Park	1.1.1	<b>Repaint</b> stalls and access aisles to be 8' and 5' each and <b>resurface</b> with a firm, stable and slip resistant material	\$2,105.00						
Dessie Lorenz Park	1.1.2	<b>Add one van parking sign</b> to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8' with the access aisle on passenger side	\$150.00						
Dessie Lorenz Park	1.1.3	<b>Acquire</b> and mount correct fine sign for all stalls	\$150.00						
Dessie Lorenz Park	1.1.4	<b>Raise</b> existing accessible parking signs so that lowest end of bottom sign is min 60" aff	staff time						
Dessie Lorenz Park	1.1.5	<b>Reconfigure</b> accessible stalls to avoid requiring pedestrians to cross vehicular way, <b>in the alternative, leave as is</b> with striped crosswalk	\$262.50						
Dessie Lorenz Park	1.2.1	<b>Install compliant detectable warning</b> at transitions from walkways to vehicular ways as a smart practice	\$235.00						
Dessie Lorenz Park	1.2.2	<b>Resurface AR</b> where not firm and stable and eliminate CIL	\$4,000.00						
Dessie Lorenz Park	1.2.3	<b>Fill</b> gravel circles in path to provide continuous 36" wide AR free of gaps and CIL	\$1,000.00						
Dessie Lorenz Park	1.2.4	<b>Repair, bevel, or ramp</b> CIL along AR	\$137.50						
Dessie Lorenz Park	1.2.5	<b>Correct or repair</b> sidewalk running slope along AR to max 5%	\$2,187.50						
Dessie Lorenz Park	1.10.1			<b>Replace drinking fountain</b> with a hi-lo bowl fountain	\$3,998.75				
Dessie Lorenz Park	1.10.2			<b>Construct firm, stable, and slip resistant pads</b> at least 36" by 48" adjacent to 20% of benches, and locate along an AR as a smart practice	\$230.00				
Dessie Lorenz Park	1.10.3			<b>Acquire and install</b> at least one armrest and a backrest to 20% of existing benches as a smart practice	\$140.00				
Dessie Lorenz Park	1.10.4			<b>Replace picnic table</b> with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table as a smart practice	\$800.00				
Doc Rhodes Park	1.2.1							<b>Create</b> a level landing at the top of the curb ramp, 36" deep and as wide as ramp	\$500.00
Doc Rhodes Park	1.2.2							<b>Correct slope</b> of curb ramp slide flares to max 10%	\$1,000.00
Doc Rhodes Park	1.2.3							<b>Install compliant detectable warning</b> at curb ramps as a smart practice	\$235.00
Doc Rhodes Park	1.2.4							<b>Train staff</b> to frequently inspect and maintain trees along AR	staff time
Doc Rhodes Park	1.2.5							<b>Correct or fill</b> gaps along AR	\$68.75
Doc Rhodes Park	1.11.1							<b>Provide a ramp</b> for access to gazebo	\$4,650.00
Doc Rhodes Park	1.11.2							<b>Correct riser heights</b> on stairs so they are a consistent height between 4" to 7"; leave as is if technically infeasible	\$4,042.50
Doc Rhodes Park	1.11.3							<b>Correct tread depth</b> on stairs so they are 11" minimum and consistent, leave as is if technically infeasible	included in 1.11.2
Doc Rhodes Park	1.11.4							<b>Install</b> handrails on both sides of stairway, mounted 34" to 38" aff with top and bottom extensions	\$700.00
Doc Rhodes Park	1.11.5							<b>Repair</b> guard rail in shelter to prevent injury	\$250.00
Doc Rhodes Park	1.11.6							<b>Relocate</b> 20% of garbage cans to be along AR	staff time
Donnie Hale Park	1.1.1	<b>Consider relocating</b> stalls to be on the shortest AR to the site features	\$105.00						
Donnie Hale Park	1.1.2	<b>Repaint</b> stalls and access aisles to be 8' and 5' each	\$52.50						
Donnie Hale Park	1.1.3	<b>Add one van parking sign</b> to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	\$202.25						
Donnie Hale Park	1.1.4	<b>Repair or correct slope</b> of parking space and access aisle to max 2.08% in any direction	\$8,750.00						
Donnie Hale Park	1.1.5	<b>Acquire and mount</b> at appropriate heights and locations accessible parking signs for all the stalls including fine signs	\$300.00						
Donnie Hale Park	1.1.6	<b>Raise</b> existing accessible parking signs so that lowest end of bottom sign is min 60" aff	staff time						
Donnie Hale Park	1.2.1	<b>Correct or repair</b> sidewalk cross slope along AR to max 2.08%	\$2,187.50						
Donnie Hale Park	1.2.2	<b>Correct or repair</b> sidewalk running slope along AR to max 5%	\$2,187.50						
Donnie Hale Park	1.4.1			<b>Repair or correct running slope</b> of play area accessible surface to max 5%	staff time				

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Donnie Hale Park	1.4.2			<b>Repair or correct cross slope</b> of play area accessible surface to max 2.08%	staff time				
Donnie Hale Park	1.4.3			<b>Fill and compact EWF surface or replace</b> so that it maintains its accessibility characteristics	\$5,000.00				
Donnie Hale Park	1.4.4			<b>Establish protocols</b> for regular and frequent inspection and maintenance of accessible playground surface	staff time				
Donnie Hale Park	1.5.1			<b>Consider</b> adding second transfer system as a smart practice	\$3,550.00				
Donnie Hale Park	1.5.2			<b>Lower platform</b> on transfer system to 11" to 18" aff, in the alternative, add and maintain surface fill level to achieve the same	\$250.00				
Donnie Hale Park	1.6.1			<b>Correct or repair</b> ramp slope to be max 6.25%	\$2,187.50				
Donnie Hale Park	1.8.1			<b>Lower the seat, or raise the surface fill level</b> to achieve entry height to one rocker and two swings of 11" to 24" agl	\$250.00				
Donnie Hale Park	1.8.2			<b>Leave as is</b> , remaining GLPCs as the above correction will meet incentive scoping	n/a				
Donnie Hale Park	1.10.1							<b>Create AR</b> with crushed and compacted stone or similar outdoor material from parking or sidewalk to the <u>ball field</u> , in the alternative, <b>leave as is</b> and designate ball fields at other sites in the Department as accessible	\$625.00
Donnie Hale Park	1.10.2			<b>Create AR</b> with crushed and compacted stone or similar outdoor material from parking or sidewalk to the <u>volleyball court</u>	\$625.00				
Donnie Hale Park	1.10.3			<b>Correct or repair</b> <u>basketball court</u> surface to eliminate CIL and gaps	\$2,000.00				
Donnie Hale Park	1.10.4			<b>Replace drinking fountain</b> with a hi-lo bowl fountain, in the alternative, install a second high bowl fountain	\$3,998.75				
Donnie Hale Park	1.10.5			<b>Construct firm, stable, and slip resistant pads</b> at least 36" by 48" adjacent to 20% of <u>benches</u> , and locate along an AR as a smart practice	\$115.00				
Donnie Hale Park	1.10.6			<b>Acquire and install</b> at least one armrest to 20% of existing <u>benches</u> as a smart practice	\$70.00				
Donnie Hale Park	1.11.1					<b>Correct or fill</b> gap on building and ramada shelter interior	\$137.50		
Donnie Hale Park	1.11.2							Extend an AR to the accessible tables in the picnic area and at least one grill; in the alternative, <b>leave as is</b> , and designate shelters as accessible	\$625.00
Donnie Hale Park	1.11.3					<b>Replace picnic tables</b> with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around the table in ramada as a smart practice	\$1,600.00		
Donnie Hale Park	1.11.4					<b>Repair, bevel or ramp</b> CIL at ramada entry	\$68.75		
Donnie Hale Park	1.11.5					<b>Relocate</b> garbage to be in reach range of the ramada	staff time		
Donnie Hale Park				<b>Doors - Exterior</b>					
Donnie Hale Park	1.12.1			For all doors along the public circulation route, <b>repair, bevel, or ramp CIL</b> at door entries to max .25"	\$68.75				
Donnie Hale Park	1.12.2			For all doors along the public circulation route, <b>remount</b> hardware to be 34" to 48" aff	\$250.00				
Donnie Hale Park	1.12.3			<b>Upon renovation</b> ; make above corrections to employee only doors	n/a				
Donnie Hale Park				<b>Doors - Interior</b>					
Donnie Hale Park	1.12.1			For all doors along the public circulation route, <b>relocate storage, furniture, and other obstacles</b> to create maneuvering around doors	staff time				
Donnie Hale Park	1.12.2			For all doors along the public circulation route, <b>replace hardware</b> on doors to hazardous areas with knurled lever hardware as a smart practice	\$367.50				
Donnie Hale Park				<b>Rooms</b>					
Donnie Hale Park	1.12.1			Employee only areas permit approach, entry, and exit; <b>relocate obstacles</b> to create turning space of 60" in electrical and storage	staff time				
Donnie Hale Park	1.12.2			For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a				
Donnie Hale Park				<b>Restrooms</b>					
Donnie Hale Park	1.12.1			<b>Acquire and mount</b> signage, including Braille and access symbol mounted on wall, latch side of door, 48" to baseline of lowest character and 60" to baseline of highest character	\$300.00				
Donnie Hale Park	1.12.2			<b>Replace</b> faucet controls with lever controls in both	\$1,050.00				

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Donnie Hale Park	1.12.3			<b>Insulate exposed pipes</b> under one sink in both	\$110.00				
Donnie Hale Park	1.12.4			<b>Create</b> a wheelchair accessible stall with grab bars and fixtures mounted in correct locations and at correct heights in both	\$7,872.50				
Donnie Hale Park	1.12.5			<b>Adjust</b> stall door to be self-closing and install hardware with hardware operable without a tight pinch or grasp	\$200.00				
Donnie Hale Park	1.12.6			<b>Rehang</b> stall door in both to be max 4" from adjacent stall partition and on the stall wall farthest from the toilet	\$600.00				
Donnie Hale Park	1.12.7			<b>Reverse doors</b> to swing outward due to lack or required depth for inward swinging door	included in 1.12.6				
Donnie Hale Park	1.12.8			<b>Consider</b> making restrooms single users and <b>removing partition walls</b> to provide 60" turning space	staff time				
Donnie Hale Park	1.12.9			<b>Correct or repair slope</b> at men's entry to max 5% running	\$2,187.50				
Donnie Hale Park	1.12.10			<b>Repair, bevel or ramp</b> CIL at entries to both	\$137.50				
Donnie Hale Park	1.12.11			<b>Replace</b> toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit in women's	\$211.25				
Donnie Hale Park	1.13.1					<b>Correct or fill</b> gap at trail to max .5"	\$68.75		
Festival Fields	1.1.1	<b>Acquire</b> and mount correct fine sign for all stalls	\$1,800.00						
Festival Fields	1.1.2	<b>Raise</b> existing accessible parking signs so that lowest end of bottom sign is min 60" aff	staff time						
Festival Fields	1.1.3	<b>Add one van parking sign</b> to one 11" accessible stall in north and west areas	\$300.00						
Festival Fields	1.1.4	<b>Repair or correct slope</b> of parking space and access aisle to max 2.08% in any direction	\$8,750.00						
Festival Fields	1.1.5	<b>Resurface</b> stalls and access aisles to eliminate gaps and cracks	included in 1.1.4						
Festival Fields	1.2.1	<b>Create lined cross walk</b> where pedestrian pathway crosses through vehicular traffic as a smart practice	\$262.50						
Festival Fields	1.2.2	<b>Create</b> a level landing at the top of the curb ramp, 36" deep and as wide as ramp	\$2,687.50						
Festival Fields	1.2.3	<b>Correct curb ramp cross slope</b> to max 2.08%	\$8,750.00						
Festival Fields	1.2.4	<b>Repair</b> and reset pavers to eliminate CIL, gaps, and slopes	\$500.00						
Festival Fields	1.2.5	<b>Correct or repair</b> sidewalk running slope along AR to max 5%	\$10,937.50						
Festival Fields	1.2.6	<b>Raise</b> existing signage to 40" min aff	staff time						
Festival Fields	1.10.1			<b>Extend</b> AR to ball field and player seating area	\$1,250.00				
Festival Fields	1.10.2			<b>Correct riser heights</b> on stairs at ball fields so they are a consistent height between 4" to 7"; leave as is if technically infeasible	\$8,085.00				
Festival Fields	1.10.3			<b>Replace or remount</b> handrails at ball fields to 34" to 38" aff	\$1,400.00				
Festival Fields	1.10.4			Railing height in a viewing area should not exceed 32"; railing is 33.5"; <b>leave as is</b> due to the infeasibility of making the correction	n/a				
Festival Fields	1.10.5			<b>Raise</b> drinking fountains to allow for knee clearance at low bowl	\$250.00				
Festival Fields	1.10.6			<b>Adjust</b> spout flow to max 30 degrees measured from the front of the unit	staff time				
Festival Fields	1.10.7							<b>Create AR</b> with crushed and compacted stone or similar outdoor material from parking or sidewalk to the <u>open play field</u> ; in the alternative, <b>leave as is</b> and designate athletic fields at other sites in the Department as accessible	\$625.00
Festival Fields				<b>Doors</b>					
Festival Fields	1.12.1			For all doors along the public circulation route, <b>remove and rehang</b> door to open from the opposite side to create 12" of maneuvering clearance on the push side	\$1,368.75				
Festival Fields	1.12.2			For all doors along the public circulation route, <b>fill and maintain</b> gaps at doorways maneuvering clearances to max .5"	\$68.75				
Festival Fields	1.12.3			For all doors along the public circulation route, <b>correct or repair slope</b> at doorway landing to max 2.08% in any direction for level CFS	\$2,187.50				
Festival Fields	1.12.4			For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> 8.5 lbf to open exterior doors as a smart practice	staff time				
Festival Fields	1.12.5			For all doors along the public circulation route, <b>inspect, adjust, and maintain</b> closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	staff time				
Festival Fields	1.12.6			<b>Upon renovation</b> ; make above corrections to employee only doors	n/a				
Festival Fields				<b>Rooms</b>					
Festival Fields	1.12.1			Employee only areas permit approach, entry, and exit, <b>relocate obstacles</b> such as tables and chairs to create AR through rooms indicated	staff time				
Festival Fields	1.12.2			Employee only areas permit approach, entry, and exit; <b>relocate obstacles</b> to create turning space of 60" in rooms indicated	staff time				

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Festival Fields	1.12.3			For all other deficits, <b>leave as is</b> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a				
Festival Fields				<b>Restrooms</b>					
Festival Fields	1.12.1			<b>Lower</b> soap dispensers to max 44" aff for a forward reach over counter in both	staff time				
Festival Fields	1.12.2			<b>Lower hooks</b> in accessible stalls to max 48" aff in both	staff time				
Festival Fields	1.12.3			<b>Replace stall doors</b> of accessible stalls with ones that are self-closing and <b>replace</b> stall hardware with hardware operable without a tight pinch or grasp in both	\$800.00				
Festival Fields	1.12.4			<b>Rehang</b> stall doors to be max 4" from adjacent stall partition and on the stall wall farthest from the toilet in both	included in 1.12.4				
Festival Fields	1.12.5			<b>Leave as is</b> toilet in women's; cite construction tolerance	n/a				
Fred Campbell Park	1.2.1	<b>Install compliant detectable warning</b> at transitions from walkways to vehicular ways as a smart practice	\$235.00						
Fred Campbell Park	1.2.2	<b>Repair, bevel, or ramp</b> CIL along AR	\$137.50						
Fred Campbell Park	1.2.3	<b>Correct or fill</b> multiple gaps along AR	\$206.25						
Fred Campbell Park	1.2.4	<b>Correct or repair</b> sidewalk cross slope along AR to max 2.08%	\$6,562.50						
Fred Campbell Park	1.2.5	<b>Correct or repair</b> sidewalk running slope along AR to max 5%	\$4,375.00						
Fred Campbell Park	1.2.6	<b>See section 1.10 below</b> for correction to AR to basketball	included in section 1.10						
Fred Campbell Park	1.3.1							<b>Correct or fill</b> gap at playground border	\$137.50
Fred Campbell Park	1.3.2							<b>Acquire and install</b> intended user signage and mount at designated entry as a smart practice	\$150.00
Fred Campbell Park	1.4.1							<b>Replace existing surface</b> with an accessible surface such as EWF, PIP or tiles, with compliant slopes and CILs	\$50,000.00
Fred Campbell Park	1.4.2							<b>Establish protocols</b> for regular and frequent inspection and maintenance of accessible playground surface	staff time
Fred Campbell Park	1.5.1							<b>Consider</b> adding second transfer system as a smart practice	\$3,550.00
Fred Campbell Park	1.5.2							<b>Correct</b> transfer step riser height to 8" max and uniform	\$1,000.00
Fred Campbell Park	1.8.1							<b>Relocate</b> window to provide 80" overhead clearance, CFS and turning space, in the alternative, <b>add</b> one more interactive play component	\$25.00
Fred Campbell Park	1.8.2							<b>Relocate</b> animal panel to provide 80" overhead clearance, in the alternative, <b>add</b> one more manipulable play component	\$250.00
Fred Campbell Park	1.8.3							<b>Lower</b> crunch bar to within reach range of 18" to 44" for 5 to 12 year old play component	\$250.00
Fred Campbell Park	1.8.4							<b>Leave as is</b> , remaining GLPCs as the above correction will meet incentive scoping	n/a
Fred Campbell Park	1.10.1							<b>Create AR</b> with crushed and compacted stone or similar outdoor material from parking or sidewalk to the basketball court, in the alternative, <b>leave as is</b> and designate basketball courts at other sites in the Department as accessible	\$625.00
Fred Campbell Park	1.10.2			<b>Replace drinking fountain</b> with a hi-lo bowl fountain	\$3,998.75				
Fred Campbell Park	1.11.1							<b>Create AR</b> with crushed and compacted stone or similar outdoor material from parking or sidewalk to right shelter, in the alternative, <b>leave as is</b> and designate other shelter at site as accessible	\$625.00
Fred Campbell Park	1.11.2					<b>Extend AR</b> to grills and garbage cans at left shelter, <b>leave as is</b> right shelter and designate left shelter as accessible	\$625.00		
Fred Campbell Park	1.11.3					<b>Lower grill</b> to max 34" at left shelter, <b>leave as is</b> right shelter and designate left shelter as accessible	\$250.00		
Fred Campbell Park	1.11.4					<b>Add an accessible picnic table</b> at the left shelter as a smart practice	\$800.00		
Fred Campbell Park	1.11.5							<b>Repair, bevel or ramp</b> CIL at right shelter entry; in the alternative, <b>leave as is</b> and designate left shelter as accessible	\$68.75
Friendship Park		<b>Parking - North</b>							
Friendship Park	1.1.1	<b>Remove</b> curb ramps from access aisles	\$1,700.00						
Friendship Park	1.1.2	<b>Create a</b> curb ramp to be max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as the ramp and 36" deep and side flares with a max slope 10% at head of each access aisle	\$4,100.00						
Friendship Park	1.1.3	<b>Resurface</b> stalls and access aisles to eliminate gaps and cracks	\$2,000.00						
Friendship Park	1.1.4	<b>Acquire and mount</b> correct fine sign for all stalls	\$450.00						
Friendship Park	1.1.5	<b>Acquire and mount</b> at appropriate heights and locations accessible parking signs for stall lacking signage	\$150.00						
Friendship Park		<b>Parking - Central</b>							

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Friendship Park	1.1.1	<b>Acquire</b> and mount correct fine sign for all stalls	\$150.00						
Friendship Park	1.1.2	<b>Add one van parking sign</b> to one accessible stall	\$150.00						
Friendship Park		<b>Parking - East</b>							
Friendship Park	1.1.1	<b>Repair or correct slope</b> of parking space and access aisle to max 2.08% in any direction	\$6,562.50						
Friendship Park	1.1.2	<b>Acquire</b> and mount correct fine sign for all stalls	\$750.00						
Friendship Park	1.1.3	<b>Add one van parking sign</b> to one accessible stall	\$150.00						
Friendship Park		<b>Parking - West</b>							
Friendship Park	1.1.1	<b>Repair or correct slope</b> of parking space and access aisle to max 2.08% in any direction	\$8,750.00						
Friendship Park	1.1.2	<b>Resurface</b> stalls and access aisles to eliminate gaps and cracks	included in 1.1.1						
Friendship Park	1.1.3	<b>Acquire</b> and mount correct fine sign for all stalls	\$750.00						
Friendship Park	1.1.4	<b>Acquire and mount</b> at appropriate heights and locations accessible parking signs for stall lacking signage	\$150.00						
Friendship Park	1.1.5	<b>Add one van parking sign</b> to one accessible stall	\$150.00						
Friendship Park	1.2.1	<b>Correct curb ramp slope</b> to max 8.33% at ramp to dog park	\$725.00						
Friendship Park	1.2.2	<b>Replace</b> existing detectable warning with compliant truncated dome template integrated into the walking surface as a smart practice	\$235.00						
Friendship Park	1.2.3	<b>Fill</b> planter cutouts to eliminate CIL along AR	\$137.50						
Friendship Park	1.2.4	<b>Correct or repair</b> sidewalk running slope along AR to max 5%	\$2,187.50						
Friendship Park	1.2.5	<b>Designate</b> an access aisle for the passenger drop off area by painting an aisle that is 60" wide and 20' long	\$262.50						
Friendship Park	1.3.1			<b>Acquire and install</b> intended user signage and mount at designated entry as a smart practice at large and canopy structures	\$300.00				
Friendship Park	1.3.2							<b>Replace</b> sand with EWF or PIP to provide access to EPC's at pond structure, in the alternative, leave as is, and designate other playgrounds in the Department as accessible	\$50,000.00
Friendship Park	1.4.1			<b>Frequently inspect and regularly maintain</b> accessible portions of play area surface that are comprised of loose fill such as EWF so that surface is level with other surfaces at large and canopy structures	staff time				
Friendship Park	1.4.2			<b>Relocate</b> benches to a location providing overhead clearance at large and canopy structures	\$500.00				
Friendship Park	1.4.3							<b>Repair</b> PIP surfacing to eliminate tears and gaps at large and pond structures, in the alternative, leave as is, and designate other playgrounds in the Department as accessible	\$1,000.00
Friendship Park	1.4.4							<b>Replace existing loose fill surface</b> with an accessible surface such as EWF, PIP or tiles, with compliant slopes and CILs at large and pond structures, in the alternative, leave as is, and designate other playgrounds in the Department as accessible	\$100,000.00
Friendship Park	1.4.5			<b>Repair or correct slope</b> of play area accessible surface to max 5% running and 2.08% cross in canopy structure	staff time				
Friendship Park	1.4.6							<b>Correct or repair</b> gaps at pond structure to max .5", in the alternative, leave as is, and designate other playgrounds in the Department as accessible	\$137.50
Friendship Park	1.5.1							<b>Consider</b> adding second transfer system to large structure as a smart practice	\$3,550.00
Friendship Park	1.5.2			<b>Correct</b> transfer step riser height to 8" max and uniform to large and canopy structure, in the alternative, leave as is large structure, and designate other playgrounds in the Department as accessible	\$1,000.00				
Friendship Park	1.5.3							<b>See 1.3.2 above</b> for access to transfer at pond structure	included in 1.3.2
Friendship Park	1.7.1							<b>Adjust reach range</b> to 4 more EPC's listed to max 28" for an individual seated on the deck as a smart practice on large structure	\$1,000.00
Friendship Park	1.7.2							<b>Leave as is</b> , remaining EPCs as the above correction will meet 50%	n/a
Friendship Park	1.7.3							<b>See 1.3.2 above</b> for access to EPCs on pond structure	included in 1.3.2
Friendship Park	1.8.1							<b>Lower spinner</b> play component to within reach range of 18" to 44" for 5 to 12 year old play component, in the alternative, add another spinner	\$250.00
Friendship Park	1.8.2							<b>See 1.4.2 above</b> for correction to bench at large structure	included in 1.4.2
Friendship Park	1.8.3							<b>See 1.4.1 above</b> for access to tire rockers	included in 1.4.1
Friendship Park	1.8.4							<b>Lower the seat, or raise the surface fill level</b> to achieve entry height to one swing of 11" to 24" agl at large structure	staff time
Friendship Park	1.8.5			<b>See 1.4.1 above</b> for access to car climber at canopy structure	included in 1.4.1				
Friendship Park	1.8.6							<b>Lower one crunch bar</b> play component to within reach range of 18" to 44" for 5 to 12 year old play component at pond structure	\$250.00
Friendship Park	1.8.7							<b>See 1.3.2 above</b> for access to tic tac toe at pond structure	included in 1.3.2

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Friendship Park	1.8.8							Add one more type of GLPCs such as spinners or rockers, to meet incentive scoping at pond structure	\$2,000.00
Friendship Park	1.10.1			Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to the softball field player surface and extend to player seating and spectator seating	\$1,250.00				
Friendship Park	1.10.2			Extend AR with firm and stable outdoor material from sidewalk to the baseball spectator seating	\$625.00				
Friendship Park	1.10.3			Widen walkway to ball field gate to provide 18" maneuvering clearance	\$375.00				
Friendship Park	1.10.4			Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to one youth soccer, two full size soccer and the football field	\$2,500.00				
Friendship Park	1.10.5			Relocate 20% of mutt mitts to be in reach range of the AR and mounted 15" to 48" agl	\$250.00				
Friendship Park	1.10.6			Replace drinking fountain with a hi-lo bowl fountain, in the alternative, install a second high bowl fountain	\$3,998.75				
Friendship Park	1.10.7			Lower gate hardware at dog parks to max 48" agl	\$200.00				
Friendship Park	1.10.8			Extend an AR to one of each type of amenity provided in each dog park	\$2,000.00				
Friendship Park	1.10.9			Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR as a smart practice	\$345.00				
Friendship Park	1.11.1					Replace 20% of the picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around the tables as a smart practice at each shelter	\$2,400.00		
Friendship Park	1.11.2					Lower gate hardware at Japanese gazebo to max 48" agl	\$100.00		
Friendship Park	1.11.3					Correct or repair slope in CFS at Japanese gazebo to max 2.08%	\$2,187.50		
Friendship Park	1.11.4					Correct or repair running slope to ramada to max 5%	\$2,187.50		
Friendship Park	1.11.5					Grind or bevel stone inlay at Japanese gazebo to reduce CIL to max .25"	\$137.50		
Friendship Park	1.11.6					Remove a 36" wide portion of fixed benches to provide 36" by 48" CFS adjacent in Japanese gazebo	\$330.00		
Friendship Park				<b>Doors</b>					
Friendship Park	1.12.1			Leave as is, maneuvering clearance at blue chase; infeasible to correct	n/a				
Friendship Park	1.12.2			For all doors along the public circulation route, relocate storage, furniture, and other obstacles to create 60" maneuvering space around doors	staff time				
Friendship Park	1.12.3			For all doors along the public circulation route, remove and rehang door to open from the opposite side to create 18" of maneuvering clearance on the pull side	\$1,368.75				
Friendship Park	1.12.4			For all doors along the public circulation route, provide firm and stable AR and 60" maneuvering clearance at doors	\$625.00				
Friendship Park	1.12.5			For all doors along the public circulation route, create a ramp for access to doorway	\$2,325.00				
Friendship Park	1.12.6			For all doors along the public circulation route, replace hardware with lever hardware where indicated	\$367.50				
Friendship Park	1.12.7			For all doors along the public circulation route, replace hardware on doors to hazardous areas with knurled lever hardware as a smart practice	\$1,102.50				
Friendship Park	1.12.8			For employee only doors; make above corrections upon renovation	staff time				
Friendship Park				<b>Rooms</b>					
Friendship Park	1.12.1			Employee only areas permit approach, entry, and exit, relocate obstacles such as tables and chairs to create AR through blue and green chase, janitor, green cart room and garage	staff time				
Friendship Park	1.12.2			Employee only areas permit approach, entry, and exit; relocate obstacles to create turning space of 60" in blue and green chase, janitor and garage if feasible	staff time				
Friendship Park	1.12.3			For all other deficits, leave as is, employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here	n/a				
Friendship Park				<b>Restrooms - Dog Park</b>					
Friendship Park	1.12.1			Acquire and mount signage, including Braille and access symbol mounted on wall, latch side of door, 48" to baseline of lowest character and 60" to baseline of highest character at both	\$300.00				
Friendship Park	1.12.2			Raise one sink in both to provide 30" wide, 27" aff knee clearance	\$3,400.00				
Friendship Park	1.12.3			Lower paper towel and soap dispensers in both to max 48" to highest operable part	staff time				
Friendship Park	1.12.4			Remount rear grab bar to behind the toilet, 12" to one side of center and 24" to the other and 33" to 36" aff in both	\$562.50				
Friendship Park	1.12.5			Remount grab bars in accessible stall to 33" to 36" aff in both	\$562.50				
Friendship Park	1.12.6			Rehang stall door to be max 4" from adjacent stall partition and on the stall wall farthest from the toilet in both	\$600.00				
Friendship Park	1.12.7			Correct or repair slope along AR to both to max 5% running	\$2,187.50				

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Friendship Park	1.12.8			<b>Repair, bevel or ramp</b> CIL along AR to both	\$68.75				
Friendship Park	1.12.9			<b>Repair tiles</b> along AR to eliminate gaps and CIL	\$500.00				
Friendship Park	1.12.10			<b>Replace</b> urinal with one having a 13.5" min depth mounted at max 17" to rim with flush controls max 48" aff	\$2,127.50				
Friendship Park	1.12.11			<b>Adjust</b> stall door to be self-closing in men's and <b>replace</b> stall hardware with hardware operable without a tight pinch or grasp in both	\$200.00				
Friendship Park	1.12.12			<b>Insulate exposed pipes</b> under one sink in women's	\$55.00				
Friendship Park	1.12.13			<b>Replace</b> toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit in women's	\$211.25				
Friendship Park	1.12.14			<b>Relocate or recess</b> towel dispenser in women's to not interfere with general circulation path, protrusions can't be greater than 4"	staff time				
Friendship Park				<b>Restrooms - Soccer</b>					
Friendship Park	1.12.1			<b>Install</b> hardware operable without a tight pinch or grasp at both stalls	\$300.00				
Friendship Park	1.12.2			<b>Adjust stall doors</b> to be self-closing in both	staff time				
Friendship Park	1.12.3			<b>Rehang</b> stall door to be max 4" from adjacent stall partition and on the stall wall farthest from the toilet in both	\$60.00				
Friendship Park	1.12.4			<b>Remount toilet paper dispenser</b> max 7" to 9" from front of toilet, 15" to 48" aff and min 12" above or 1.5" below grab bar in both	staff time				
Friendship Park	1.12.5			<b>Relocate or recess</b> hand dryers to not interfere with general circulation path, protrusions can't be greater than 4" in both	\$500.00				
Friendship Park	1.12.6			<b>Remount</b> side grab bar to max 12" from the rear wall at the close end and min 54" on the far end, and 33" to 36" aff in women's	\$562.50				
Friendship Park	1.12.7			<b>Correct or repair</b> slope to max 5% running and 2.08% cross in women's	\$2,187.50				
Friendship Park				<b>Restrooms - Ball Fields</b>					
Friendship Park	1.12.1			<b>Remount</b> signage on wall, latch side of the door, 48" to baseline of lowest character and 60" to baseline of highest character at both	\$300.00				
Friendship Park	1.12.2			<b>Remount</b> toilets to 16" to 18" from the side wall to centerline	\$2,612.00				
Friendship Park	1.12.3			<b>Provide</b> toe clearance at the front and side partitions, or enlarge stall to provide the same in both	\$3,927.50				
Friendship Park	1.12.4			<b>Adjust</b> stall door to be self-closing and <b>replace</b> stall hardware with hardware operable without a tight pinch or grasp in both	\$200.00				
Friendship Park	1.12.5			<b>Reverse</b> doors to swing outward due to lack of required depth in both	\$600.00				
Friendship Park	1.12.6			<b>Relocate or recess</b> hand dryers to not interfere with general circulation path, protrusions can't be greater than 4" in both	\$500.00				
Friendship Park	1.12.7			<b>Insulate exposed pipes</b> under one sink in men's	\$55.00				
Friendship Park	1.12.8			<b>Lower</b> urinal so that rim height is max 17" aff	\$1,217.50				
Friendship Park	1.12.9			<b>Leave as is</b> , seat height in men's, cite construction tolerance	n/a				
Friendship Park	1.12.10			<b>Replace</b> toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit in men's	\$211.25				
Las Ligas Park	1.1.1	<b>Repair or correct slope</b> of parking space and access aisle to max 2.08% in any direction	\$6,562.50						
Las Ligas Park	1.1.2	<b>Acquire and mount</b> at appropriate heights and locations accessible parking signs for all the stalls	\$300.00						
Las Ligas Park	1.1.3	<b>Add one van parking sign</b> to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	\$202.50						
Las Ligas Park	1.2.1	<b>See section 1.10 below</b> for correction to AR to amenities	included in section 1.10						
Las Ligas Park	1.3.1							<b>Correct or fill</b> 2.5" gap at play area entry	\$137.50
Las Ligas Park	1.3.2							<b>Extend</b> PIP surfacing to one swing	\$5,000.00
Las Ligas Park	1.3.3							<b>Acquire and install</b> intended user signage and mount at designated entry as a smart practice	\$150.00
Las Ligas Park	1.4.1							<b>Replace existing surface</b> with an accessible surface such as EWF, PIP or tiles, with compliant slopes and CILs	\$50,000.00
Las Ligas Park	1.4.2							<b>Repair, bevel or ramp</b> CILs within playground	staff time
Las Ligas Park	1.7.1							<b>Remove</b> broken element in crows nest to provide 50% EPCs accessible	\$250.00
Las Ligas Park	1.7.2							<b>Leave as is</b> , remaining EPCs as the above correction will meet 50%	n/a
Las Ligas Park	1.8.1							<b>See 1.4.1 above</b> for correction to surface	included in 1.4.1
Las Ligas Park	1.8.2							<b>See 1.3.2 above</b> for correction to provide AR to swings	included in 1.3.2
Las Ligas Park	1.8.3							<b>Add one more type</b> of GLPC such as a climber, spinner or rocker, to meet incentive scoping	\$2,000.00
Las Ligas Park	1.10.1			<b>Extend AR</b> with crushed and compacted stone or similar outdoor material from sidewalk to the ball field and <b>extend AR</b> to both sides of field, player and spectator seating	\$1,250.00				
Las Ligas Park	1.10.2			<b>Lower</b> ball field gate hardware to max 48" agl	\$100.00				

CITY OF AVONDALE  
PARKS, RECREATION, AND LIBRARIES DEPARTMENT  
TRANSITION PLAN

Site	Cite	Phase 1	Estimate \$	Phase 2	Estimate \$	Phase 3	Estimate \$	Optional	Estimate \$
Las Ligas Park	1.10.3							Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to the <u>volleyball court</u> ; in the alternative; <b>leave as is</b> and designate other volleyball courts in the department as accessible	\$625.00
Las Ligas Park	1.10.4							Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to the <u>basketball court</u> ; in the alternative; <b>leave as is</b> and designate other basketball courts in the department as accessible	\$625.00
Las Ligas Park	1.10.5			Replace <u>portable toilet</u> with compliant model and place along AR	\$780.00				
Las Ligas Park	1.10.6			Replace <u>drinking fountain</u> with a hi-lo bowl fountain	\$3,998.75				
Las Ligas Park	1.10.7			Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of <u>benches</u> , and locate along an AR as a smart practice	\$115.00				
Las Ligas Park	1.10.8			Lower bench seat to 17" to 19" aff as a smart practice	\$250.00				
Las Ligas Park	1.10.9			Acquire and install at least one armrest to 20% of existing <u>benches</u> as a smart practice	\$70.00				
Las Ligas Park	1.11.1					Replace the picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around the table as a smart practice	\$800.00		
Las Ligas Park	1.11.2					Correct or fill .75" gap on shelter interior	\$68.75		
Mountain View Park	1.1.1	Establish protocols for regular maintenance of accessible stall surfaces	staff time						
Mountain View Park	1.1.2	Acquire and mount correct fine sign for all stalls	\$750.00						
Mountain View Park	1.1.3	Raise existing accessible parking signs so lowest end of bottom sign is min 60" aff	staff time						
Mountain View Park	1.1.4	Add one van parking sign to one accessible stall at each lot	\$450.00						
Mountain View Park	1.1.5	Reconfigure accessible stalls to avoid requiring pedestrians to cross vehicular way, in the alternative, leave as is with striped crosswalk	\$262.50						
Mountain View Park	1.1.6	Create one or more 8' accessible parking stalls, with one 5' adjacent access aisle, with proper signage and striping at Mountain View Dr. lot	\$1,135.00						
Mountain View Park	1.2.1			Correct curb ramp slope to max 8.33%	\$2,175.00				
Mountain View Park	1.2.2			Install compliant detectable warning at curb ramps as a smart practice	\$235.00				
Mountain View Park	1.2.3			Repair, bevel, or ramp CIL along AR	\$68.75				
Mountain View Park	1.2.4			Correct or repair sidewalk cross slope along AR to max 2.08%	\$2,187.50				
Mountain View Park	1.2.5			See Section 1.10 for correction to route to elements	included in section 1.10				
Mountain View Park	1.3.1			Acquire and install intended user signage and mount at designated entry as a smart practice	\$150.00				
Mountain View Park	1.4.1			Repair, bevel or ramp CILs within playground	staff time				
Mountain View Park	1.4.2			Relocate play elements to provide 80" overhead clearance if feasible	\$500.00				
Mountain View Park	1.4.3			Fill and compact EWF surface so that it maintains its accessibility characteristics	\$5,000.00				
Mountain View Park	1.4.4			Frequently inspect and regularly maintain accessible portions of play area surface that are comprised of loose fill such as EWF so that surface is level with other surfaces	staff time				
Mountain View Park	1.4.5			Establish protocols for regular and frequent inspection and maintenance of accessible playground surface	staff time				
Mountain View Park	1.8.1			See 1.4.2 for correction to GLPC under structure; if not feasible; add one more climber and interactive	included in 1.4.2				
Mountain View Park	1.8.2			Lower reach range to pedals to max 44" agl	\$250.00				
Mountain View Park	1.8.3			Leave as is, remaining GLPCs as the above correction will meet incentive scoping	n/a				
Mountain View Park	1.10.1							Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to the <u>volleyball court</u> , in the alternative, <b>leave as is</b> and designate volleyball courts at other sites in the Department as accessible	\$625.00
Mountain View Park	1.10.2							Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to the <u>basketball courts</u> , in the alternative, <b>leave as is</b> and designate basketball courts at other sites in the Department as accessible	\$625.00
Mountain View Park	1.10.3			Relocate 20% of garbage cans to be along AR	staff time				

**CITY OF AVONDALE  
PARKS, RECREATION, AND LIBRARIES DEPARTMENT  
TRANSITION PLAN**

Site	Cite	Phase 1	Estimate \$	Phase 2	Estimate \$	Phase 3	Estimate \$	Optional	Estimate \$
Mountain View Park	1.10.4			<b>Construct firm, stable, and slip resistant pads</b> at least 36" by 48" adjacent to 20% of <u>benches</u> , and locate along an AR	\$115.00				
Mountain View Park	1.11.1					<b>Replace 20% of the picnic tables</b> with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around the table at parking shelter	\$1,600.00		
Mountain View Park	1.11.2					<b>Repair, bevel or ramp</b> CIL at parking shelter entry	\$68.75		
Mountain View Park	1.11.3					<b>Relocate</b> garbage cans to be along AR	staff time		
Mountain View Park	1.11.4							<b>Create AR</b> with crushed and compacted stone or similar outdoor material from parking or sidewalk to shelter, in the alternative, <b>leave as is</b> and designate shelters at other sites in the Department as accessible	\$625.00
Mountain View Park	1.13.1					<b>Repair, bevel, or ramp</b> CIL along ORAR	\$68.75		
Mountain View Park	1.13.2					<b>Leave as is</b> protrusion	n/a		
Sernas Plaza		<b>Exterior - EAR</b>							
Sernas Plaza	1.2.1	<b>Correct or repair</b> sidewalk cross slope along AR to max 2.08%	\$2,187.50						
Sernas Plaza		<b>Exterior - Stairs</b>							
Sernas Plaza	1.2.1	<b>Correct tread depth</b> on stairs so they are 11" minimum and consistent, leave as is if technically infeasible	\$4,042.50						
Sernas Plaza	1.2.2	<b>Install</b> detectable warning strip on top tread of each stairway as a smart practice	\$300.00						
Sernas Plaza	1.10.1					<b>Replace or add</b> sculpture signage having contrast and mounted min 40" agl as a smart practice	\$150.00		
Sernas Plaza	1.10.2					<b>Acquire and install</b> a backrest and at least one armrest to 20% of existing <u>benches</u> as a smart practice	\$420.00		
			\$260,840.00		\$184,570.50		\$67,287.75		\$347,240.00

**LEGEND:**  
 AFF Above the finished ground  
 AR Accessible Route  
 CFS Clear Floor Space  
 CIL Change in Level  
 EPC Elevated play component  
 GLPC Ground level play component  
 LBF Pounds of Force  
 PIP Poured in Place (Playground Surfacing)



## CITY COUNCIL AGENDA

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**SUBJECT:**

Lakin Ranch Major General Plan Amendment (PL-14-0021) and Rezoning (PL-14-0043)

**MEETING DATE:**

6/2/2014

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**TO:**

Mayor and Council

**FROM:**

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

**THROUGH:**

David Fitzhugh, Acting City Manager

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**REQUEST:**

Staff is requesting City Council provide direction regarding the proposed Major General Plan Amendment and Planned Area Development (PAD) Rezoning for the Lakin Ranch project, including residential density, minimum lot sizes, uses, open space and amenities, infrastructure improvements, and phasing.

**PARCEL SIZE:**

Approximately 1,179 acres

**LOCATION:**

Property is located at Dysart Road to the west to Avondale Boulevard to the east,  $\frac{3}{4}$  mile south of Lower Buckeye Road, and  $\frac{1}{4}$  mile north of Southern Avenue, with exceptions (Exhibit A).

**APPLICANT:**

Mr. Wayne Dames, Sunbelt Holdings (480) 609-2314

**OWNER:**

Mr. Robert Giocomo, Lakin Cattle Company (623) 932-3970

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**BACKGROUND:**

The subject property has not been annexed and is currently under the jurisdiction of Maricopa County with RU-43 Zoning (Rural – One Acre Per Dwelling Unit). Annexation into Avondale will be required before the City can provide water and waste water service to any development that occurs on the site. The applicant has begun working with the City Clerk to bring the property through the annexation process. A pre-annexation development agreement that would clarify responsibilities related to infrastructure, etc. is also being reviewed by staff and the City Attorney.

The General Plan 2030 Land Use Map (Exhibit A) designates five land uses over the nearly 1,200 acre subject property, as follows (listed in order of highest to lowest acreage):

- **Estate/Low Density Residential:** Approximately 793.5 acres of the overall 1,200 acre property are designated for Estate/Low Density Residential development. This Land Use Designation requires residential construction with a range of 0 to 2.5 dwelling units per acre, with a target density of 1 dwelling unit per acre. The General Plan states that these

residences are, “typically large, detached estate or executive-type homes of one or two stories with significant privacy and open space that reside among open areas, near the panoramic views of the Estrella Mountains and Gila River, and seek an equestrian lifestyle.”

- **Medium Density Residential:** Approximately 228.5 acres of the property are designated for Medium Density Residential development. This Land Use Designation requires residential construction with a range of 2.5 to 4.0 dwelling units per acre, with a target density of 2.5 dwelling units per acre. The General Plan states that this category is intended to provide for “a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities.”
- **Local Commercial:** Approximately 102.5 acres of the property are designated for Local Commercial development. This category is intended to provide for the daily needs of goods and services to residents residing within the surrounding area.
- **High Density Residential:** Approximately 45 acres of the property are designated for High Density Residential development. This land use designation requires residential construction with a range of 12 to 30 dwelling units per acre, with a target density of 12 dwelling units per acre. Patio homes, apartments, condominiums, or townhomes are suitable for this category.
- **Open Space:** Approximately 10 acres of the property are designated as Open Space. This Category is intended for publicly owned property used for parks, rivers, mountains, and other natural or improved recreational areas. When the Open Space designation is applied to private property, as in this case, residential development of up to one dwelling unit per acre is allowed.

The property includes several significant encumbrances that make development of the site more problematic (Exhibit C). Most significant of these are major overhead power line easements (over 300’ wide in many areas), floodplains, a future regional drainage channel, and wide underground utility easements upon which no development can occur.

Within the past ten years, several preliminary requests to annex and rezone the property have been submitted to the City for review. All of these previous requests were withdrawn prior to obtaining City Council approval.

#### **SUMMARY OF REQUEST:**

Staff requests City Council comment and direction on the proposed Lakin Ranch development, specifically as it relates to residential density, minimum lot sizes, open space/amenities, infrastructure, and phasing.

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

A Planning Commission work session was held on November 21, 2013. Sunbelt Holdings provided a presentation of the various options that are being considered for the project to include, renderings, design, open space, and options of school locations. The Planning Commission minutes are attached to this report regarding the detailed discussion.

#### **ANALYSIS:**

The attached information is the applicant’s first submittal. Staff has completed a review of this submittal and provided direction to reduce the overall density, and is currently working with the applicant on lot sizes, development standards, and overall circulation.

The purpose of this work session is to provide further direction to the applicant, from the City Council, on how to amend the request to satisfy Avondale’s needs for development in this area. It is anticipated that the applicant will revise the proposal based upon the direction of staff, the Planning Commission, and City Council to ensure that the final request that moves forward for official Public Hearings will reflect the goals of the City, particularly its elected officials and residents.

## Proposed Land Use Designations and Densities

The applicant is proposing a Major General Plan Amendment that will revise the Land Use designations on the subject property (Exhibit B), as follows:

- Reducing the acreage designated as Estate/Low Density Residential (0-2.5 DU/Acre, Target: 1 DU/Acre) from 793.5 acres to 302.4 acres, a total reduction of 491.1 acres.
- Adding a new Land Use category to the subject property, Medium/High Density Residential, and designating that category over 409.6 acres. The Medium/High Density category allows residential development within a range of 4 to 12 dwelling units per acre, with a target of 8 dwelling units per acre. This category is intended to be developed with a combination of single-family attached homes, single-family detached homes, townhomes, condominiums, patio homes, and casitas clustered around recreational amenities to service the residents and encourage resident interaction.
- Increasing the acreage designated as Medium Density Residential (2.5-4 DU/Acre, Target: 2.5 DU/Acre) from 228.5 acres to 364.3 acres, a total increase of 135.8 acres.
- Reducing the acreage designated as Local Commercial from 102.5 to 19.0, a total reduction of 83.5 acres.
- Eliminating the High Density Residential Land Use designation from the subject property (currently 45 acres).
- Eliminating the Open Space designation from the subject property (currently 10 acres).

The General Plan 2030, like the 2012 General Plan before it, emphasizes the importance of lower density residential development in the southern portion of the City. This emphasis is illustrated in the Land Use Map, which designates the vast majority of land south of Broadway Road for Rural Low Density (0-1 dwelling units per acre) and Estate/Low Density (0-2.5 dwelling units per acre) residential development. Additionally, the General Plan contains policies that speak directly to this priority:

- Land Use Goal #1, Policy C: Diversify Avondale's housing stock by providing for varied residential types with an emphasis on large lot development in the southern core of the City.
- Housing Goal #2, Policy A: Expand the City's housing stock by encouraging developers to provide "executive" home sites (i.e. custom homes, large lot home sites, and other similar products) that can be used to attract prospective residents as well as prevent existing residents looking for move-up housing from leaving Avondale for another community.

The applicant's General Plan Amendment proposal represents a significant increase in residential density. Whereas the current GP2030 Land Use Map specifies Estate/Low Density Development on approximately 67 percent of the property, the amendment request would lower that amount to 26 percent. An opportunity to recover 491 acres of the Low Density designation elsewhere in the City will not be possible. Conversely, proposed reductions in Local Commercial and High Density Residential are less of a concern to staff, as there are ample sites elsewhere in the City that could accommodate those types of development. Elimination of the Open Space designation is appropriate due to the property's private ownership.

## Residential Lot Sizes

The first submittal of the project includes 3,287 residential lots (Exhibits D and E), for an overall density of 3.09 dwelling units per acre. Seven different minimum lot sizes are proposed for the development in the first submittal, as follows:

- 99.8 acres of "Estate Low" – 12,000 square feet minimum area with a 90' minimum width
- 104.4 acres of "Estate Medium" – 10,000 square feet minimum area with an 80' minimum width
- 69.7 acres of "Low" – 8,000 square feet minimum area with a 75' minimum width

- 203.3 acres of “Low/Medium” – 7,000 square feet minimum area with a 65’ minimum width
- 119.5 acres of “Medium” – 6,000 square feet minimum area with a 60’ minimum width
- 174.2 acres of Medium/High – 5,000 square feet minimum area with a 50’ minimum width
- 37.8 acres of Cluster – 1,500 square feet minimum area with a 20’ minimum width

Staff identified too few large lots (e.g. lots 12,000 sq. ft. or larger) and too many small lots (e.g. 5,000 square foot minimums) as items that needed to be addressed in a redesign of the project. Staff has directed the applicant to provide a greater mix of lot sizes in the lower density portions of the project, including ½ acre to 1 acre lots. When staff recently met with Sunbelt Holdings a reduction in the total number of lots to 2,750 was proposed which may include an active adult component. Without the active-adult component the total number of lots is proposed at 2,650. As a result, we are optimistic that the second submittal will contain a lower overall number and larger lots.

### Setbacks/Development Standards

The applicant has proposed development standards, including setbacks and minimum lot coverage, which vary depending on lot size. In most instances, the proposed standards are not in conformance with the standards of equivalent zoning districts in the City’s Zoning Ordinance.

These variations from the Zoning Ordinance are the case for nearly all development standards proposed by the applicant in all lot sizes. Using the Estate Medium lot size (minimum 10,000 square foot lot area) and contrasting it with the City’s R1-10 Zoning District (minimum 10,000 square foot lot area), the level of variation requested by the applicant is clear:

- The applicant is proposing a front setback of 18’ to garage door or 10’ to living space. The Zoning Ordinance requires a 25’ setback to garage door or a 20’ setback to living space.
- The applicant is proposing a minimum side setback of 5’ with a required 15’ aggregate (sum of both sides). The Zoning Ordinance requires a minimum side setback of 10’ with a required 20’ aggregate.

Similarly, for smaller lot sizes, the level of variation from the Zoning Ordinance requested is significant, as illustrated by contrasting the proposed development standards for the Medium lot size (minimum 6,000 square foot lot area) and contrasting it with the City’s R1-6 Zoning District (minimum 6,000 square foot lot area):

- The applicant is proposing a front setback of 18’ to garage door or 10’ to living space. The Zoning Ordinance requires a 25’ setback to garage door or a 20’ setback to living space.
- The applicant is proposing a minimum side setback of 5’ (10’ aggregate). The Zoning Ordinance requires a minimum side setback of 8’ with an 18’ aggregate. The applicant is proposing maximum lot coverage of 55% for one story homes and 50% for two story homes. The Zoning Ordinance limits maximum lot coverage to 40 percent.

Typically within PADs, some variation in development standards can be anticipated.

### Open Space & Trails

The proposed development includes a very significant amount of improved open space, approximately 21.3 percent of the project area, exceeding the minimum 15% requirement established by the Zoning Ordinance. This open space plan (Exhibit F) for the development contains a hierarchy of spaces designed for different uses and different users. The following different types of open spaces are proposed:

- The power line corridors that bisect the community will be transformed into a series of working “Urban Farms” that will add scenic beauty and preserve a portion of the area’s agricultural

heritage. These areas utilize previously undevelopable land in SRP easements by employing commercial farming practices made accessible for recreational and educational activities. It is envisioned that the agricultural products produced at Lakin Ranch will be sold as locally produced food to area stores and restaurants, if dictated by market forces. A series of trails will run through these areas as well, providing opportunities for residents to walk, bike, etc.

- Two “main” community park sites are shown on the open space plan. These sites are each 5 acres and will be fully amenitized to serve as community centers for the residents. Examples of possible amenities include clubhouses, community pools, sport courts, play fields, picnic areas, etc. These parks are tied to the neighborhoods through an extensive trail network.
- Eight pocket parks, smaller in size than the main community parks, are proposed to be located strategically throughout the neighborhoods. These would be the most convenient options for residents looking for active and passive play spaces and will incorporate amenities such as ramadas, play equipment, etc. All individual neighborhoods will be connected to the park system by a trail network.
- The Durango Regional Conveyance Channel (DRCC), a Maricopa County Flood Control initiative, will run through the subject property. Unlike the open space types listed above, the vision for this DRCC has not been defined. Further definition of the aesthetic treatment of the DRCC is necessary and will be detailed within a development agreement.

### Aesthetics

The Design Manual for the development, will accompany the PAD to further refine potential house design and builder expectations. Overall, the theming for the development is to embrace the area’s agricultural roots in the design of landscaping, walls and structures, etc.

### Infrastructure

The project involves a significant amount of on-site and off-site infrastructure construction. Broadway Road, an arterial street which currently does not exist at this location, bisects the property. The applicant has proposed a curved roadway that enhances views of the Estrella Mountains as residents enter into the community. A planned low flow crossing of the Agua Fria River has introduced issues to that curved alignment that must be worked out before the PAD can be finalized.

Improvements to El Mirage Road, Dysart Road, Avondale Boulevard, as well as all of the required internal collector and local streets will also be a part of this project (Exhibit G), along with construction of sewer and water services to the property. All proposed street sections are designed to incorporate detached sidewalks that will allow for tree shading to encourage pedestrian movement. Connections to streets from surrounding developments will be provided where feasible.

Phasing and City contributions (if any) to any required infrastructure will be determined as part of the Pre-Annexation Development Agreement.

### **PROPOSED MOTION:**

For information, discussion, and direction. No motion required.

### **ATTACHMENTS:**

#### **Description**

[Exhibit A - Existing General Plan Land Use Map](#)

[Exhibit B - Proposed General Plan Land Use Map](#)

[Exhibit C - Map of Development Constraints](#)

[Exhibit D - Proposed Lakin Ranch Development Plan](#)

[Exhibit E - Proposed Lakin Ranch Land Use Summary](#)

[Exhibit F - Proposed Lakin Ranch Open Space and Trails Plan](#)

[Planning Commission meeting Minutes Nov 21, 2013](#)

[Exhibit H - Lakin Ranch Planned Area Amendment Book](#)

[Lakin Ranch Design Guidelines Book Reduced](#)

**PROJECT MANAGER**

Ken Galica, Senior Planner (623) 333-4019

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**REGULAR MEETING  
JUNE 2, 2014  
7:00 PM**

**CALL TO ORDER BY VICE MAYOR SCOTT  
PLEDGE OF ALLEGIANCE  
MOMENT OF REFLECTION**

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

**2 UNSCHEDULED PUBLIC APPEARANCES**

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

**3 EXECUTIVE SESSION**

City Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(1) for discussion regarding the appointment of Mayor.

**4 DISCUSSION AND POSSIBLE APPOINTMENT OF MAYOR**

City Council will discuss and consider a possible appointment to fill the vacancy of Mayor. The Council will take appropriate action.

**5 CONSENT AGENDA**

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

**a. APPROVAL OF MINUTES**

1. Work Session of May 19, 2014
2. Regular Meeting of May 19, 2014

**b. SPECIAL EVENT LIQUOR LICENSE - HSA SOFTBALL TOURNAMENT**

City Council will consider a request from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for a special event liquor license to be used in conjunction with an adult softball tournament scheduled from 4:00 pm on Saturday, June 21 through 2:00 am on Sunday, June 22, 2014 at Festival Fields located at 101 E Lower Buckeye in Avondale. The Council will take appropriate action.

**c. PURCHASE AND SERVICES AGREEMENT - MIDWEST TAPE, LLC**

City Council will consider a request to approve a purchase and services agreement with Midwest Tape, LLC to provide library books, non-print material, and services for the Avondale Public Libraries in an amount not to exceed \$100,000 annually or \$500,000 over the entire contract term and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. CONSTRUCTION CONTRACT AWARD - TSG CONSTRUCTORS LLC**

City Council will consider a request to approve a construction contract with TSG Constructors LLC to provide construction services at the reception area at the Avondale City Court in the amount of \$113,000 and authorize the Mayor or City Manager and City Clerk. The City Council will take the appropriate action.

**e. RESOLUTION 3190-614 – INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR THE UPGRADE OF THE CITY’S CRASH DATA ANALYSIS SOFTWARE**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Transportation for the procurement of crash analysis software and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take the appropriate action.

**f. RESOLUTION 3191-614 – INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR THE DEVELOPMENT OF A TRAFFIC SIGN MANAGEMENT SYSTEM**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Transportation for the scoping, design, and procurement of the sign management system project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

**g. RESOLUTION 3192-614 – INTERGOVERNMENTAL AGREEMENT WITH ADOT RELATING TO UPGRADING PEDESTRIAN SIGNALS AND SIGNS**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Transportation for the design phase to upgrade pedestrian countdown signals citywide and Accessible Pedestrian Signal at four intersections, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**h. RESOLUTION 3193-614 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR JURY MANAGEMENT SERVICES**

City Council will consider a resolution approving an Intergovernmental Agreement with the Superior Court of Arizona in Maricopa County to provide jury services for the Avondale City Court and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**i. RESOLUTION 3194-614 - SUBMISSION OF GRANT APPLICATION TO THE ARIZONA DEPARTMENT OF HOUSING AND ADOPTING PROGRAM POLICIES AND PROCEDURES**

City Council will consider a resolution authorizing the submission of a \$275,000 State Housing Fund, HOME Investment Partnership program grant application to the Arizona Department of Housing to provide additional funding for the existing City of Avondale Owner Occupied Home Rehabilitation Program, adopting the Amended and Restated Avondale Owner-Occupied Home Rehabilitation Program Policies and Procedures, and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**j. RESOLUTION 3195-614 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR FOR HUMAN AND SENIOR SERVICES**

City Council will consider a resolution approving an intergovernmental agreement with the City of Goodyear for the continuation of the provision of human and senior services for Goodyear residents, authorizing the acceptance of the City of Goodyear's financial contribution toward such services and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents. The City Council will take appropriate action.

**k. ORDINANCE 1546-614 - AMENDMENT TO CITY CODE CHAPTER 10, ARTICLE IV - FIREWORKS**

City Council will consider an ordinance amending Chapter 10, Fire Prevention and Protection, Article IV, Fireworks of the Avondale City Code and declaring an emergency. The Council will take appropriate action.

**6 RESOLUTION 3196-614 - AUTHORIZING SIGNATORIES ON CITY BANK ACCOUNTS**

City Council will consider a resolution authorizing the signatories on city bank accounts to execute checks and other items for and on behalf of the City of Avondale, authorizing the Finance and Budget Director to authorize certain electronic payments and transfers of funds and declaring an emergency. The Council will take appropriate action.

**7 UPDATE ON THE WIGWAM CREEK SOUTH ANNEXATION**

City Council will receive an update regarding the proposed Wigwam Creek South annexation. For information and discussion only.

**8 ADJOURNMENT**

Respectfully submitted,



Carmen Martinez  
City Clerk

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

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

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

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



## CITY COUNCIL AGENDA

---

**SUBJECT:**

Special Event Liquor License - HSA Softball  
Tournament

**MEETING DATE:**

6/2/2014

---

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

Staff is recommending approval of a request from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for a special event liquor license to be used in conjunction with an adult softball tournament scheduled from 4:00 pm on Saturday, June 21 through 2:00 am on Sunday, June 22, 2014.

**DISCUSSION:**

The City Clerk's Department has received and application from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for a Special Event Liquor License to be used in conjunction with a softball tournament.

The event is open to the public and will be held at Festival Fields from 4:00 pm on Saturday, June 21 to 2:00 am on Sunday, June 22, 2014. The required fees have been paid. The Police and Fire Department have reviewed the application and are recommending approval. Their comments are attached.

Staff reviewed the application using the 14 factors set forth in Ordinance 1031-04. The findings are as follows:

1. The event is open to the public
2. A background check of the representative, Mr. Maldonado revealed no contact with the Avondale Police Department
3. The event is a fundraiser
4. Security measures taken by the applicant - In addition to licensed security, the applicant will hire one off-duty police officer as required by the Avondale Police Department
5. Beer will be served
6. Beverages will be dispensed in cans
7. The event organizer has obtained special event liquor licenses in the past. Most recently in April for another softball tournament. The event did not create any disturbances to the surrounding neighborhoods
8. No problems are foreseen for this event in terms or noise, time or length of the event
9. The event will last 10 hours
10. Sanitary facilities are available within the park

11. Zoning designation at this location is Agricultural (AG) and General Industrial (A-1). Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated daily attendance in the liquor area is 80
13. The event is a softball tournament that will also feature a DJ or radio that will play throughout the evening
14. Per the Police and Engineering Department, no traffic control measures will be necessary as there is ample parking within the park

**RECOMMENDATION:**

Staff is recommending approval of a request from Mr. Adam Joseph Maldonado on behalf of Taking the Good Out of People for a special event liquor license to be used in conjunction with an adult softball tournament scheduled from 4:00 pm on Saturday, June 21 through 2:00 am on Sunday, June 22, 2014 at Festival Fields located at 101 E Lower Buckeye in Avondale.

**ATTACHMENTS:**

Description

[Application](#)

[Departmental Review](#)

**ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL**

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



400 W Congress #521  
Tucson AZ 85701-1352  
(520) 628-6595

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee = \$25.00 per day, for 1-10 day events only  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**

DEPT USE ONLY  
LIC#

**\*\*APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

1. Name of Organization: TGOP

2. Non-Profit/I.R.S. Tax Exempt Number: 270930747

3. The organization is a: (check one box only)

- Charitable       Fraternal (must have regular membership and in existence for over 5 years)  
 Civic               Political Party, Ballot Measure, or Campaign Committee  
 Religious

4. What is the purpose of this event? Adult Softball Tournament

5. Location of the event: 101 E Lower Buckeye rd. Avondale 85323

Address of physical location (Not P.O. Box)      City      County      Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Maldonado Adam Joseph

7. Applicant's Mailing Address: \_\_\_\_\_

8. Phone Numbers: \_\_\_\_\_

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>6-21-14</u>	<u>sat</u>	<u>4 pm</u>	<u>1200 AM</u>
Day 2:	<u>6-22-14</u>	<u>sun</u>	<u>12 AM</u>	<u>2 AM</u>
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)
11. This organization has been issued a special event license for 3 days this year, including this event (not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
 If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. **THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.**

Name	Address	Percentage
TGOP	santa barbara, CA	50%
HSA	phx, AZ	50%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
 "NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
 (List type and number of security/police personnel and type of fencing or control barriers if applicable)

1 # Police  Fencing  
1 # Security personnel  Barriers

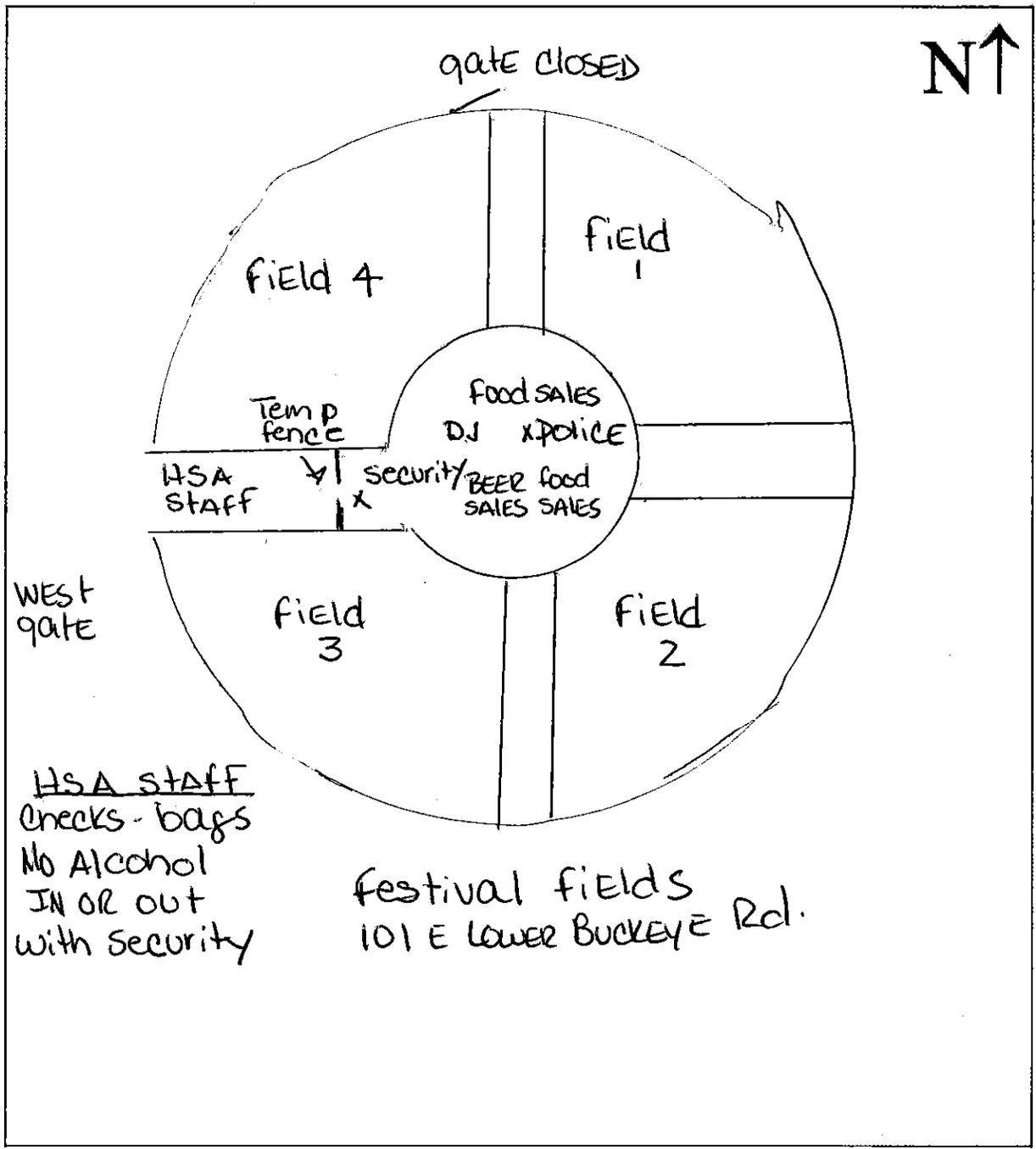
16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
 If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?  YES  NO  
 (ATTACH COPY OF AGREEMENT)

\_\_\_\_\_  
 Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Adam Josep Maldonado, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

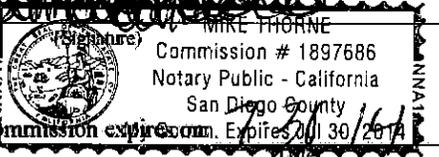
X AMaldonado Chairperson  
 (Signature) (Title Position) (Date) (Phone #)  
 State of CA County of Santa Barbara  
 The foregoing instrument was acknowledged before me this  
16 Day April Month 2014 Year  
 My Commission expires on: 7-30-14 (Date)  
 (Signature of NOTARY PUBLIC)



**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, Adam Josep Maldonado declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X AMaldonado  
 (Signature)  
 State of CA County of Santa Barbara  
 The foregoing instrument was acknowledged before me this  
16 Day April Month 2014 Year  
 My commission expires on: 7-30-2014 (Date)  
 (Signature of NOTARY PUBLIC)



**You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
 (Government Official) (Title)  
 on behalf of \_\_\_\_\_  
 (City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_  
 (Title) (Date)



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

---

**APPLICANT'S NAME: JOE MALDONADO**

**NAME OF EVENT: HSA SOFTBALL TOURNAMENT**

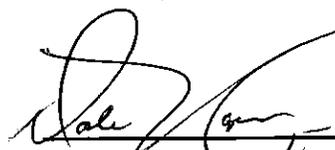
**EVENT ADDRESS: 101 E. LOWER BUCKEYE ROAD**

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

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

  
\_\_\_\_\_  
SIGNATURE

Chief of Police  
\_\_\_\_\_  
TITLE

4/30/14  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 2<sup>ND</sup>, 2014**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 8<sup>TH</sup>, 2014**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

---

**APPLICANT'S NAME: JOE MALDONADO**

**NAME OF EVENT: HSA SOFTBALL TOURNAMENT**

**EVENT ADDRESS: 101 E. LOWER BUCKEYE ROAD**

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

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

*Jane J. Doney*  
SIGNATURE

*5/6/14*  
DATE

*Fire Inspector*  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 2<sup>ND</sup>, 2014**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 8<sup>TH</sup>, 2014**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

---

**APPLICANT'S NAME: JOE MALDONADO**

**NAME OF EVENT: HSA SOFTBALL TOURNAMENT**

**EVENT ADDRESS: 101 E. LOWER BUCKEYE ROAD**

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

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 2<sup>ND</sup>, 2014  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 8<sup>TH</sup>, 2014



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

---

**APPLICANT'S NAME: JOE MALDONADO**

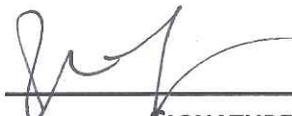
**NAME OF EVENT: HSA SOFTBALL TOURNAMENT**

**EVENT ADDRESS: 101 E. LOWER BUCKEYE ROAD**

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

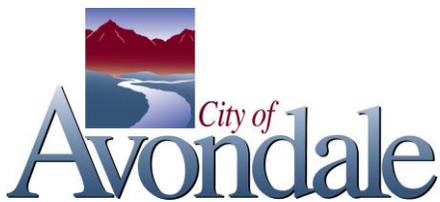
**DEPARTMENTAL COMMENTS:**

APPROVED  
 DENIED

  
\_\_\_\_\_  
SIGNATURE  
*Zoning Specialist*  
\_\_\_\_\_  
TITLE

*5/1/14*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 2<sup>ND</sup>, 2014  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 8<sup>TH</sup>, 2014**



## DEVELOPMENT SERVICES

### MEMORANDUM

---

**DATE:** May 1, 2014

**TO:** Carmen Martinez, City Clerk

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

**SUBJECT:** TGOP/HSA Softball Tournament  
Series 15 Liquor License – Special Event Liquor License  
101 E Lower Buckeye Rd

The site is located on the southeast corner of Central Avenue and Lower Buckeye Road. The building/fields are existing.

A Series 15 Liquor License is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Public/Civic. The site is currently zoned Agricultural (AG) and General Industrial (A-1). Park and recreation areas are permitted within the AG zoning district, but is not an allowed use in the A-1 zoning district.

Staff recommends approval of this request.

Attachment: 2013 Aerial Photography  
Zoning Vicinity Map

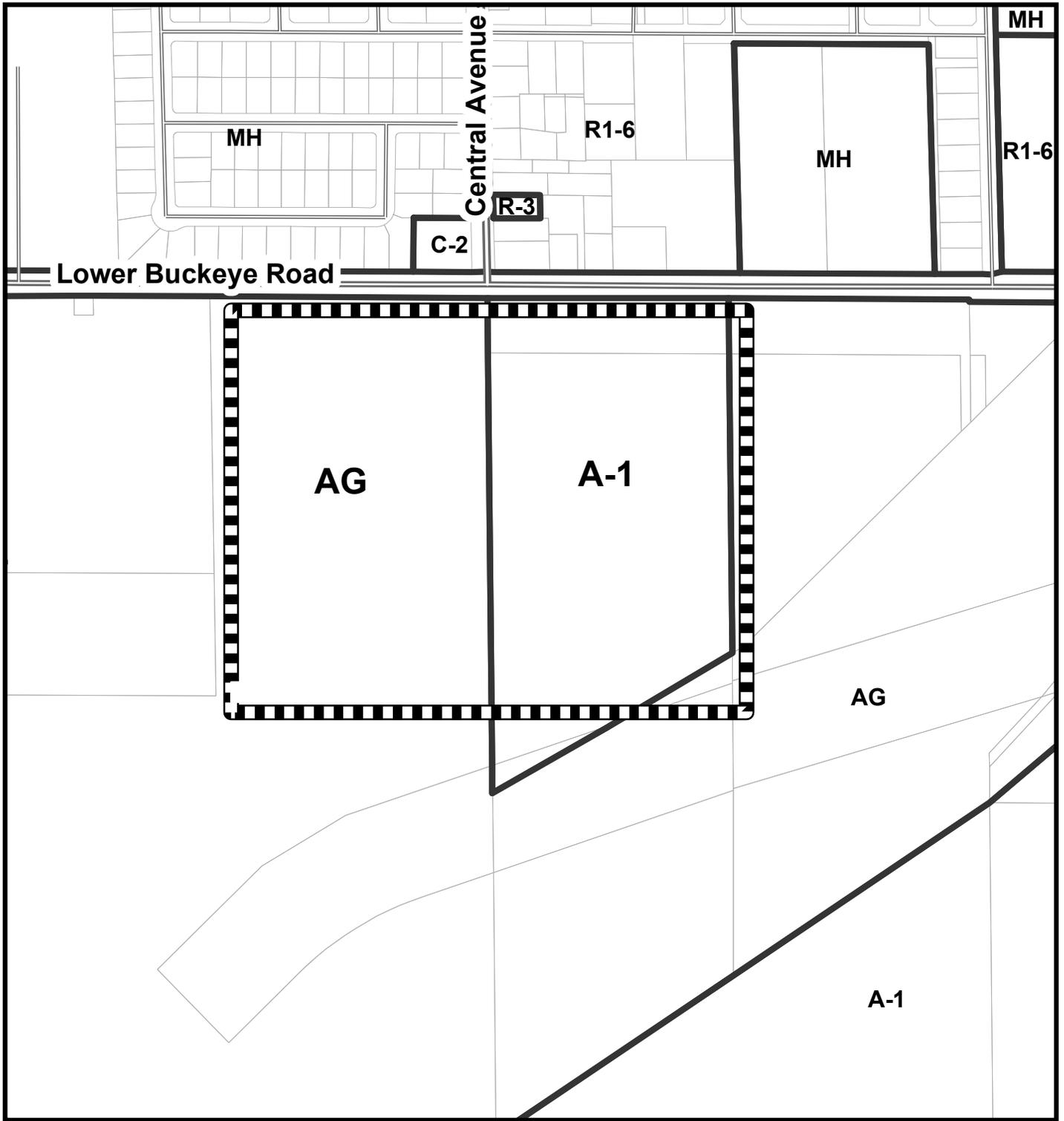


2013 Aerial Photograph



Subject Property





## Zoning Vicinity Map



Subject Property





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

---

**APPLICANT'S NAME: JOE MALDONADO**

**NAME OF EVENT: HSA SOFTBALL TOURNAMENT**

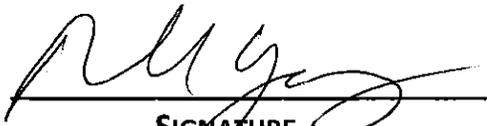
**EVENT ADDRESS: 101 E. LOWER BUCKEYE ROAD**

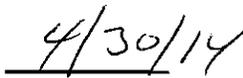
**CITY: AVONDALE      STATE: AZ      ZIP CODE: 85323**

**DEPARTMENTAL COMMENTS:**

APPROVED

DENIED

  
\_\_\_\_\_  
SIGNATURE  
TAX Audit Supervisor  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 2<sup>ND</sup>, 2014**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 8<sup>TH</sup>, 2014**



## CITY COUNCIL AGENDA

---

**SUBJECT:**

Purchase and Services Agreement - Midwest  
Tape, LLC

**MEETING DATE:**

6/2/2014

---

**TO:** Mayor and Council**FROM:** Christopher Reams, Parks, Recreation and Libraries Director 623-333-2412**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting that the City Council approve a purchase and services agreement between the City of Avondale and Midwest Tape, LLC to provide library books, non-print material, and services for the Avondale Public Libraries in an amount not to exceed \$100,000 annually or \$500,000 over the entire contract term, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**BACKGROUND:**

The Avondale Public Library system consists of two facilities: the Avondale Civic Center Library and the Sam Garcia Western Avenue Library. The Libraries currently have 22,751 cardholders, a combined collection of 90,514 items plus 4,796 items in the OverDrive E-book Library Consortium, and a total circulation of 291,494 items per year (not including E-book circulation). Library materials are purchased from a variety of vendors based on cost and availability.

On February 4, 2014 the City issued the request for proposal No. PR 14-011 seeking a qualified vendor to supply library books and non-print materials to be used as reference and circulating materials in the Avondale Public Library system, excluding periodicals and second-hand books, as well as supporting digital services, ranging from streaming, providing downloadable materials, cataloging materials and integrating into the Avondale Public Library system. Midwest was selected as a vendor for a non-exclusive agreement with the City.

**DISCUSSION:**

This Agreement shall be effective as of the date the agreement is signed and shall remain in force until June 2, 2015 (the Initial Term). After the expiration of the initial term, this Agreement may be renewed for up to four successive one-year terms, if a renewal is in the best interests of the City, subject to availability and appropriation of funds.

This is an indefinite quantity and indefinite delivery agreement for the library materials and services. The City does not guarantee that any minimum or maximum number of purchases will be made pursuant to this agreement. Materials and services shall only be provided when the City identifies a need. This is a non-exclusive contract and the City may purchase library services and materials from additional vendors based on the needs of the City.

**BUDGET IMPACT:**

Materials and services purchased from Midwest by the City will not exceed an annual aggregate amount of \$100,000 or a maximum aggregate amount of \$500,000 over the entire term of the contract.

Funds for all library materials and services are included in the Parks, Recreation, and Libraries / Library Division Budget as follows:

- 101-8100-00-7090 Audio/Visual Tapes (Sam Garcia Library);
- 101-8100-00-7100 Library Books (Sam Garcia Library);
- 101-8105-00-7090 Audio/Visual Tapes (Civic Center Library);
- 101-8105-00-7100 Library Books (Civic Center Library).

**RECOMMENDATION:**

Staff recommends that the City Council approve a purchase and services agreement between the City of Avondale and Midwest Tape, LLC to provide library books, non-print material, and services for the Avondale Public Libraries in an amount not to exceed \$100,000 annually or \$500,000 over the entire contract term, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**ATTACHMENTS:****Description**

[PSA - Midwest Tape](#)

PSA – MIDWEST TAPE, LLC

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/34552>



## CITY COUNCIL AGENDA

---

**SUBJECT:**

Construction Contract Award - TSG Constructors  
LLC

**MEETING DATE:**

6/2/2014

---

**TO:** Mayor and Council**FROM:** Abril Ruiz-Ortega, Court Administrator 623-333-5822**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting that the City Council approve a construction contract with TSG Constructors LCC to provide renovation and remodeling services to the reception area at the Avondale City Court in the amount of \$113,000 from the Court's Public Safety budget line item 235-5300-00-9900, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The reception area has a steady volume of service levels as citizens and litigants appear in court for various court matters. This project consists of improving the extremely high noise levels, allowing for better and effective communication service levels between court staff and the citizen or litigant. It also includes paint in the lobby and jury panel room. In addition, it will include enhancements to the court security desk area.

**DISCUSSION:**

The City of Avondale entered into a professional services agreement with DWL Architects and Planners, Inc. on August 8, 2013 to design and prepare construction documents for renovations and remodeling to the front counter area at the Avondale City Court.

The majority of the costs will go toward all new mill work for five work stations, new ceramic flooring in customer walkup area and new carpeting in employee area, paint in the lobby and bullet proof panels and glass.

Benefits to the completion of this project are increased security and safety for staff, increased privacy of information for staff and patrons and increased functionality and ergonomics.

**SCOPE OF WORK FOR THIS PROJECT WILL INCLUDE:**

- Remodeling the reception area (the "Front Counter") at the Avondale City Court.
- Moving interior walls to reduce overall area in the Front Counter area
- Expanding the employee work area;
- Installation of computer network cabling and equipment within the Project area to be performed by City Information Technology (IT) Department staff

**BID PROCESS:**

The PRLD and Finance Department held a non-mandatory pre-bid meeting on May 1, 2014. On May 19, 2014, five (5) bids were received and opened. Each bid package was reviewed and all bidders met the bidding requirements. The following is a list of the bid amounts received.

Contractor	Bid Amount
Builder's Guild	\$131,281
TSG Constructor's LLC	\$113,000
S&L Development	\$119,752
August Building	\$150,698
JE Bowen	\$314,500

See the attached bid tabulation sheet for a detailed, bid item breakdown of each submittal bid.

TSG Constructors LLC with a bid of \$113,000 was determined to have submitted the lowest, responsive and qualified bid. Staff contacted references and believes TSG Constructors LCC to be competent and qualified for the project. TSG Constructors LCC has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

The Contractor will be given a 12 week time-frame to complete all court alterations and will be allowed to work on weekends to meet the completion date. The first seven weeks shall be used for materials acquisition and preparation for the installation. Construction may not commence until all materials are acquired and may not exceed a period of five weeks.

**BUDGET IMPACT:**

Funding in the amount of \$113,000 is available in the Court's Public Safety budget line item 235-5300-00-9900.

**RECOMMENDATION:**

Staff recommends that City Council approve a construction contract with TSG Constructors LLC to provide renovation and remodeling services to the reception area at the Avondale City Court in the amount of \$113,000 and to authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[Bld Tab](#)

City of Avondale  
 IFB CT 14-025 Court Building Alterations  
 Bid Opening Date: May 19, 2014

		Builder's Guild	TSG Constructors	S&L Development	August Building	JE Bowen
	General Conditions	\$ 31,009	\$ 22,800	\$ 11,682	\$ 32,000	\$ 7,500
02 41 19	Demolition	\$ 2,219	\$ 8,000	\$ 2,656	\$ 5,000	\$ 14,500
05 50 00	Metal Fabrications	\$ 2,717	\$ 1,000	\$ 1,727	\$ 2,000	\$ 7,500
06 40 23	Interior Architectural Woodworking	\$ 37,453	\$ 25,000	\$ 36,537	\$ 40,500	\$ 72,500
07 92 00	Joint Sealants	\$ 289	\$ 200	\$ 639	\$ 1,000	\$ 3,000
08 56 59	Service Window Accessories	Alt#1	\$ 2,000	\$ 1,727	\$ 1,650	\$ 22,000
08 80 00	Glazing	\$ 14,884	\$ 15,000	\$ 13,816	\$ 13,000	\$ 12,000
08 88 53	Security Glazing	Alt #2	\$ -	\$ -	\$ -	\$ 22,000
09 22 16	Non-Structural Metal Framing	\$ 215	\$ 800	\$ 5,155	\$ 5,500	\$ 3,000
09 29 00	Gypsum Board	\$ 12,327	\$ 5,000	\$ 7,732	\$ 5,500	\$ 5,000
09 30 00	Tiling	\$ 2,196	\$ 1,500	\$ 4,300	\$ 2,000	\$ 3,000
09 51 13	Acoustical Panel Ceilings	\$ 1,757	\$ 1,500	\$ 2,221	\$ 1,000	\$ 5,000
09 65 13	Resilient Wall Base and Accessories	\$ 144	\$ 500	\$ 302	\$ 750	\$ 3,000
09 68 13	Tile Carpeting	\$ 1,688	\$ 2,000	\$ 2,215	\$ 1,500	\$ 3,000
09 91 00	Painting	\$ 2,922	\$ 700	\$ 2,395	\$ 2,500	\$ 7,500
13 47 13	Bullet Resistant Fiberglass Panels	\$ 578	\$ 8,000	\$ 3,858	\$ 3,500	\$ 30,000
26 00 50 thru 26 00 51	Electrical--Equipment, System, and Devices	\$ 3,873	\$ 3,000	\$ 6,736	\$ 8,000	\$ 7,500
<b>TOTAL BASE BID</b>		<b>\$ 114,271</b>	<b>\$ 97,000</b>	<b>\$ 103,698</b>	<b>\$ 125,400</b>	<b>\$ 228,000</b>
<b>Alternate Items</b>						
	Ballistic Resistant Glazing	\$ 10,762	\$ 13,000	\$ 13,300	\$ 20,000	\$ 65,000
	Refinish Security Desk	\$ 5,335	\$ 2,300	\$ 2,250	\$ 3,600	\$ 13,000
	New Ceiling Grid	\$ 913	\$ 700	\$ 504	\$ 1,680	\$ 8,500
		<b>\$ 17,010</b>	<b>\$ 16,000</b>	<b>\$ 16,054</b>	<b>\$ 25,280</b>	<b>\$ 86,500</b>
<b>GRAND TOTAL</b>		<b>\$ 131,281</b>	<b>\$ 113,000</b>	<b>\$ 119,752</b>	<b>\$ 150,680</b>	<b>\$ 314,500</b>
<b>Submittal Requirements</b>						
	Signed Offer Sheet	Yes	Yes	Yes	Yes	Yes
	Licenses	Yes	Yes	Yes	Yes	Yes
	Substitution Requests	Yes	Yes	Yes	Yes	Yes
	Key Personnel	Yes	Yes	Yes	Yes	Yes
	References	Yes	Yes	Yes	Yes	Yes
	Complete Bid Sheet	Yes	Yes	Yes	Yes	Yes
	Complete Addendum	Yes	Yes	Yes	Yes	Yes

Completed By *A. Browning*



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3190-614 – Intergovernmental Agreement with ADOT for the Upgrade of the City's Crash Data Analysis Software

**MEETING DATE:**

6/2/2014

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**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 a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the procurement of crash analysis software, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In accordance with the Moving Ahead for Progress in the 21st Century Act (MAP-21), Highway Safety Improvement Program (HSIP) funds have been approved by Federal Highway Administration (FHWA) for the statewide crash data improvement effort for Arizona. The City of Avondale, in collaboration with the Cities of Mesa, Peoria, Phoenix, Tempe, Fountain Hills, and Scottsdale applied for and received federal funds through the Maricopa Association of Governments (MAG) for the upgrade of their crash analysis software. The federal funds will be used for the procurement of the license, installation and configuration of the software, data migration from the City's existing database to the new system, and State administration of the project.

This Project is programmed for Fiscal Year 2014. As this Project is a collaborative effort, the cost for the City of Avondale's portion of the Project is \$28,750. The federal contribution is estimated to be \$27,111 and the City's cost share is estimated to be \$1,639. In order to receive federal funding, an IGA is necessary.

**DISCUSSION:**

Improvement of the efficiency of crash data analysis is a critical prerequisite to successful development and implementation of safety programs at the municipal level. MAP-21 requires data-driven identification of safety problems and opportunities for improvement. The new generation of safety analysis tools has placed added emphasis on accurate and complete crash data to enable analysis and identification of high risk locations.

This project will upgrade the City's crash data analytical software, and enable staff to analyze crash data and plan safety improvements.

The IGA requires that the City:

- Designate the State as the authorized agent for the City.
- Pay the City's share of actual project design costs, currently estimated at \$214.
- Invoice the State for reimbursement of eligible costs.
- Pay for all costs incurred not covered by federal funding.
- Within one year ensure project development and implementation.
- Repay all federal funds received for the project if not implemented within one year.
- Establish and maintain a data inventory of before and after crashes for an analysis and evaluation.
- Purchase and install the equipment and maintain all improvements for the entire design life of the equipment.
- Notify the State when all equipment has been installed and is ready for inspection.

Per the IGA, the State will

- Be the designated agent for the City, in order to acquire funds, as approved by FHWA.
- Invoice the City for its share of the actual project design costs, currently estimated at \$214.
- Procure the equipment and bill the City directly upon City acceptance of equipment.
- Reimburse the City 94.3% of the federal funds allocated for this project not to exceed a total of \$23,575 for equipment.
- Evaluate development and implementation one year following reimbursement of project costs.

**BUDGET IMPACT:**

Funding for this Project is included in the proposed budget for FY 2014-15 under the One Time Project Fund Line Item 322-1348-00-8011, Crash Analysis Software Upgrade. The State will reimburse the City for all eligible costs incurred by the City within 30 days of receipt of invoice and approval of invoice under this Agreement.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for the procurement of crash analysis software, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Description**

[Resolution 3190-614](#)

**RESOLUTION NO. 3190-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE UPGRADE OF THE CITY'S CRASH DATA ANALYSIS SOFTWARE.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the administration of the procurement of crash data analysis software (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 2, 2014.

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Frank Scott, Vice Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3190-614

[Agreement]

See following pages.

ADOT CAR No.: IGA /JPA 14-0004149-I  
AG Contract No.: P001 2014 001208  
Project: Crash Analysis Software Upgrade  
**Federal-aid No.: AVN-0(218)T**  
**ADOT Project No.: SH621 01D/01X**  
**TIP/STIP No.: CHN14-111**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: HSIP**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF AVONDALE

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
  3. In accordance with the Moving Ahead for Progress in the 21st Century Act (MAP-21), Highway Safety Improvement Program (HSIP) funds have been approved by Federal Highway Administration (FHWA) for the statewide crash data improvement effort for Arizona.
  4. The purpose of this Agreement between the State and the City is to allow the State to acquire federal funds to upgrade the City's crash data analytical software. The federal funds will be used for the procurement of the license, installation and configuration of the software, data migration from the City's existing database to the new system and State administration, hereinafter referred to as the "Project".
  5. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
-

6. The estimated Project costs are as follows:

**SH621 01D (Scoping/Design):**

Federal-aid funds @ 94.3% (capped)	\$ 3,536.00
City's match @ 5.7%	\$ 214.00
<b>Subtotal - Scoping/Design*</b>	<b>\$ 3,750.00</b>

**SH621 01X (Procurement):**

Federal-aid funds @ 94.3% (capped)	\$ 23,575.00
City's match @ 5.7%	\$ 1,425.00
<b>Subtotal – Procurement</b>	<b>\$ 25,000.00</b>

**Summary:**

<b>Total Estimated Town Funds</b>	<b>\$ 1,639.00</b>
<b>Total Federal Funds</b>	<b>\$ 27,111.00</b>

**TOTAL Project Cost** **\$ 28,750.00**

\*(Includes the ADOT Project Management Design Review (PMDR) costs)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final cost amount is less than the initial estimate, the difference between the final cost amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, in order to acquire funds, as approved by FHWA.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the City for the City's share of the Project design costs, currently estimated at **\$214.00**. If, during the development of the design, additional funding from the City is required, the State will invoice the City in increments of \$5,000.00 to cover projected costs. Once the Project costs have been finalized, the State will either invoice or reimburse the **City** for the difference between estimated and actual design costs.

c. Procure the cost of the equipment and instruct the vendor to deliver equipment directly to the City for final acceptance and to bill the City directly. The State will reimburse the City 94.3% of the federal funds allocated for this Project not to exceed a total of **\$23,575.00** within thirty days (30) of receipt, inspection and final approval of an invoice for equipment purchased under this Agreement.

d. Evaluate the City's Project one (1) year after reimbursement to ensure Project development and implementation. Should the Project not be in place and/or compatible, the State will invoice the City for all federal funds acquired for the Project.

2. The City will:

a. Upon execution of this Agreement, designate the State as the authorized agent for the City, in order to be eligible for federal funds, as approved by FHWA.

b. Upon execution of this Agreement and prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State pay the City's Project design costs, currently estimated at **\$214.00**. If, during the development of the design, additional funding to cover the design costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual design costs of the Project.

c. Invoice the State within thirty (30) days of making payment for equipment, for reimbursement of eligible costs incurred by the City, and provide all necessary backup documentation with said invoice. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement not covered by federal funding.

d. Within one (1) year ensure Project development and implementation. Should the Project not be in place and/or compatible within one (1) year after federal funds were made available, the City will repay all federal funds received for the Project.

e. Establish and maintain a data inventory of before and after crashes for this safety improvement project in order for an analysis and evaluation to be carried out as requested by ADOT.

f. Purchase and install the equipment acquired under this Agreement and maintain all improvements provided by this Project for the entire design life of the equipment.

g. Notify the State when all equipment has been installed and is ready for inspection.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement may be terminated at any time prior to the implementation of the Project, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the Town will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid and related matters; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide

information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

4. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000 or more (prior to 12/26/14) and (\$750,000 or more on or after 12/26/14) of Federal assistance (Federal funds, Federal grants, or Federal awards) are required to comply by having an independent audit. A copy (paper or electronic) of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS  
Cost Accounting Administrator  
206 S 17th Ave. Mail Drop 204B  
Phoenix, AZ 85007  
Singleaudit@azdot.gov

5. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Avondale  
Attn: David Fitzhugh, Acting City  
Manager  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone No. (623) 333-1000

Intermodal Transportation Division  
Traffic Records Section  
206 S. 17<sup>th</sup> Ave, Mail Drop 064R  
Phoenix, AZ 85007-3233

For Financial Matters:  
Kevin Artz, Director of Finance and  
Budget Department  
11465 W. Civic Center Dr, Ste 250  
Avondale, Arizona 85323  
Phone No. (623) 333-2000

With Copy to:  
Gust Rosenfeld, PLC  
One E. Washington Street, Ste 1600  
Phoenix, Arizona 85004  
Attn: Andrew J. McGuire, Esq.

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF AVONDALE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**MARIE LOPEZ ROGERS**  
Mayor

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Senior Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
**CARMEN MARTINEZ**  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3191-614 – Intergovernmental Agreement with ADOT for the Development of a Traffic Sign Management System

**MEETING DATE:**

6/2/2014

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**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 a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the scoping, design, and procurement of the sign management system project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City of Avondale applied for Federal Highway Safety Improvement Program (HSIP) funds through the Maricopa Association of Governments (MAG). The purpose of the HSIP is to achieve a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified the sign management system and sign upgrade as a systematic improvement eligible for HSIP funding.

Phase I of the Project consists of conducting a survey and inventory of regulatory, warning and other applicable Manual Uniform Traffic Control Devices (MUTCD) specified signs within the City limits and to develop a sign management system. This survey will inventory and store/document the type, size, location and condition of these signs. After the initial data is gathered, updating this information will be on-going as signs are installed or replaced. This information will be used to set priority on how these signs are to be replaced. Phase I of this Project will also allow for the purchase/upgrade of software to serve as City's sign management system, migration of current data, training, and preliminary engineering (design) to upgrade signs based on priority.

This phase of the Project is programmed for FY14. The Project's estimated cost for Phase I is \$115,000, which is 100% federally funded. In order to receive federal funding for the scoping/design/procurement component, an IGA is necessary.

**DISCUSSION:**

This project will allow for the inventory of signs citywide and purchase/upgrade of software to serve as the City's sign management system. Future phases of this project will replace all remaining regulatory and warning signs expected to degrade below the minimum levels of retroreflectivity based on the expected sign life management method.

If approved, the IGA will require that the City:

- Designate the State as authorized agent for the City.
- Review design plans, specifications and other such documents.
- Be responsible for all costs not covered by federal funding.
- Pay for increases in the cost of work required by a change in the scope of work requested by the City.
- Upon project completion, accept, maintain and assume full responsibility for the project.
- Repay all Federal funds reimbursements for the project if it does not advance within 10 years after Federal funds were first made available.

Per the IGA, the State will

- Be the designated agent for the City.
- Contract with one of the State's on-call consultants to prepare documents for the design; review and approve documents required by FHWA and incorporate comments from the City.
- Submit required documentation to FHWA with the recommendation that funding be approved for scoping, design, and procurement.
- Request maximum federal funds programmed for the scoping, design, and procurement of the project.
- Be granted, without cost, the right to enter City right of way to conduct project related activities.
- Notify the City that the Project design has been completed and is considered acceptable.
- Procure the software and instruct the vendor to deliver to the City directly.

**BUDGET IMPACT:**

Funding for Phase I of this Project is included in the proposed budget for FY 2014-15 under the One Time Project Fund Line Item 322-1349-00-8011. Avondale Sign Management System and Regulatory/Warning Sign Upgrade. The State will reimburse the City 100% of inventory and software costs within 30 days of receipt of invoice and approval of invoice under this Agreement.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for the scoping, design, and procurement of a sign management system and sign upgrade, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[Resolution 3191-614](#)

**RESOLUTION NO. 3191-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE DEVELOPMENT OF A TRAFFIC SIGN MANAGEMENT SYSTEM.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, relating to the development of a traffic sign management system (the “Agreement”) is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 2, 2014.

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Frank Scott, Vice Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3191-614

[Agreement]

See following pages.

ADOT CAR No.: IGA /JPA14-0004064-I  
AG Contract No.: P001 2014 000xxx  
Project: Sign Management System and  
Phase 1  
Section: Various locations  
**Federal-aid No.: AVN-0(217)T**  
**ADOT Project No.: SH627 01D / 03D**  
**TIP/STIP No.: AVN-0(217)T**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF AVONDALE

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY (the "City"). The State and the City are collectively referred to as "Parties."

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
  3. Congress has established the Highway Safety Improvement Program (HSIP) as a core federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified systematic improvements within the City as eligible for this funding.
  4. The improvements proposed in this Agreement, hereinafter referred to as the "Project," include conducting survey and inventory of regulatory, warning and other applicable MUTCD (2009 Manual Uniform Traffic Control Devices) specified signs at various location within the City limits and to develop a sign management system. This survey will inventory and store/document the type, size, location and condition of these signs. . The information from this on-going project will be used to set priority on how these signs are to be replaced in addition, preliminary engineering to upgrade sign and purchase /upgrade software to serve as City's sign management system, including training and migration/expansion of current data. The State will administer the scoping, design and procurement of the Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.
-

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping/design and procurement of the Project. The estimated Project costs are as follows:

**SH62701D / 03D (scoping/design/procurement):**

Federal-aid funds @ 100% (capped)	<b>\$ 115,000.00</b>
<b>Total Estimated Project Scoping/Design Costs*</b>	<b>\$ 115,000.00</b>

\* (Includes ADOT Project Management & Design Review (PMDR) costs)

The Parties acknowledge that the final Project design costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final Project design cost estimate is less than the initial estimate, the difference between the final design cost estimate and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the estimated Project design cost amount.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. On behalf and with consent of the City, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design of the Project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, incorporating comments from the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

c. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping and design. Request the maximum federal funds programmed for the scoping and design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

d. Be granted, without cost, the right to enter City rights-of-way, as required, to conduct any and all Project related activities, including without limitation temporary rights of entry.

e. Notify the City that the Project design has been completed and is considered acceptable, coordinating with the City as appropriate. De-obligate or otherwise release any remaining federal funds from the design phase of the Project within ninety (90) days of final acceptance.

f. Not be obligated to design said Project, should the City fail to budget for or obtain funding to design the Project, as set forth in this Agreement.

g. Procure the software and instruct the vendor to deliver directly to the City directly. The State will verify and inspect to ensure software has been received and final inspection of installation of software. The State will reimburse the City 100% of software cost within thirty days (30) of receipt of invoice and approval of invoice for equipment purchased under this Agreement.

2. The City will:

a. Upon execution of the Agreement, designate the State as authorized agent for the City.

b. Review design plans, specifications and other such documents and services required for the bidding and procurement of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

c. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

d. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City if applicable.

e. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

f. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

h. Upon notification of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing

i. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after Federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of scoping and design, work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to furnish and provide the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

5. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services.

ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**Arizona Department of Transportation**  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

**City of Avondale**  
Attn: David Fitzhugh, Acting  
City Manager  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone No. (623) 333-1000

**With Copy to:**

Gust Rosenfeld, PLC  
One E. Washington Street, Ste 1600  
Phoenix, Arizona 85004  
Attn: Andrew J. McGuire, Esq.

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF AVONDALE**

**STATE OF ARIZONA**

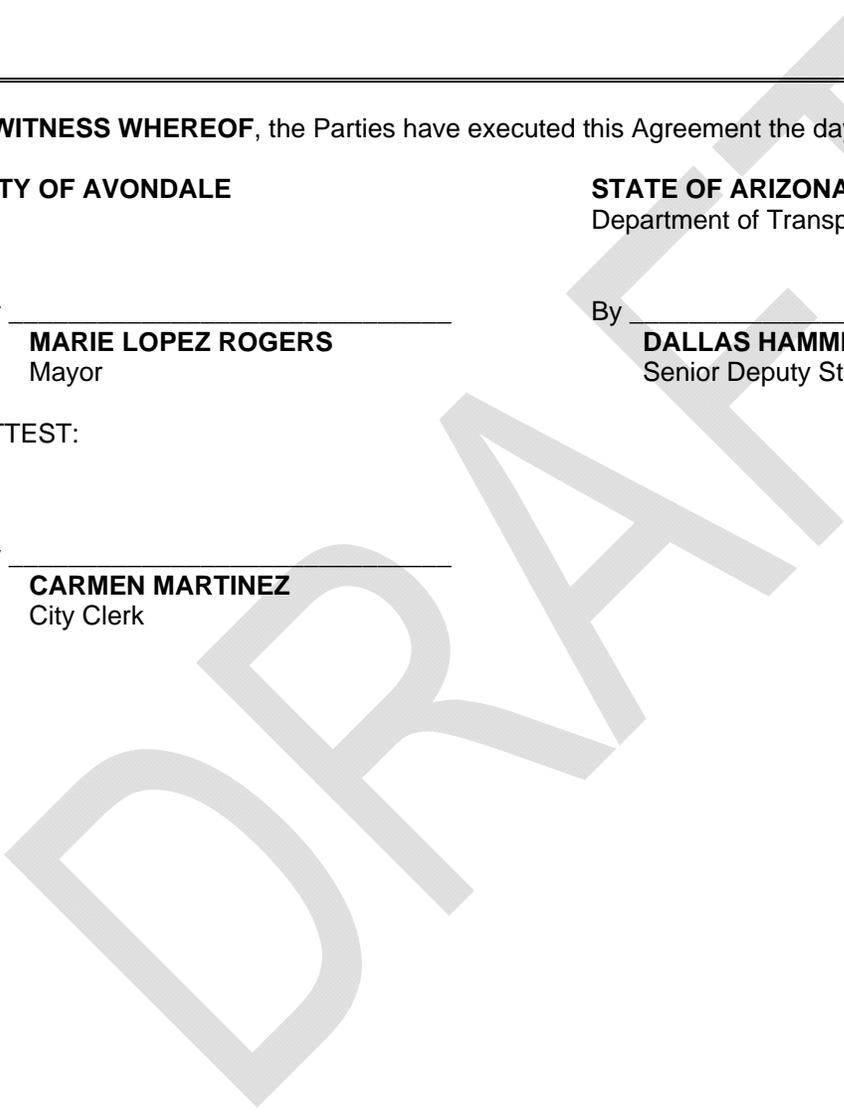
Department of Transportation

By \_\_\_\_\_  
**MARIE LOPEZ ROGERS**  
Mayor

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Senior Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
**CARMEN MARTINEZ**  
City Clerk



**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3192-614 – Intergovernmental Agreement with ADOT Relating to Upgrading Pedestrian Signals and Signs

**MEETING DATE:**

6/2/2014

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**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 a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the design phase to upgrade pedestrian countdown signals citywide and Accessible Pedestrian Signal (APS) at four intersections, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City of Avondale applied for Federal Highway Safety Improvement Program (HSIP) funds through the Maricopa Association of Governments (MAG). The purpose of the HSIP is to achieve a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified that upgrading to pedestrian countdown signals with instructional signs is a systematic improvement eligible for HSIP funding, and that the APS improvements are spot improvements eligible for HSIP funding.

This design Project is programmed for FY14. The Project's estimated design cost is \$90,000, which will be 100% federally funded. In order to receive federal funding for the scoping and design, an IGA is necessary.

**DISCUSSION:**

Countdown signals provide additional visual information to pedestrians displaying the number of seconds remaining for the pedestrian phase before signal change. This project will include upgrading the pedestrian signal heads to this Manual on Uniform Traffic Control Devices (MUTCD)-compliant man-hand with countdown style.

The APS portion of the project is located at the following intersections.

- Dysart Road/Thomas Road
- Dysart Road/Encanto Boulevard
- Dysart Road/McDowell Road
- Rancho Santa Fe Boulevard/McDowell Road

Accessible Pedestrian Signal improvements will provide an audible tone and vibrotactile push button to facilitate street crossing needs of visually impaired persons. Additional improvements could include the relocating pedestrian push buttons and signals on new A-poles and upgrading intersection lighting.

The State will administer the scoping and design of the Project. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

If approved, the IGA will require that the City:

- Designate the State as authorized agent for the City.
- Review design plans, specifications and other such documents.
- Be responsible for all costs not covered by federal funding.
- Be obligated to pay for additional expenditures due to a change in the scope of the work requested by the City.
- Upon completion, agree to accept, maintain and assume full responsibility for the project.

The IGA would require that the State:

- Be the designated agent for the City for the project.
- Contract with a consultant to prepare documents for the design; review and approve required FHWA documents, and incorporate comments from the City.
- Submit all documentation required to FHWA pertaining to this project and request the maximum federal funds programmed for the project.
- Be granted the right to enter City ROW to conduct project related activities.
- Notify the City that the project design has been completed and is considered acceptable.

#### **BUDGET IMPACT:**

Funding for the design phase of this Project is included in the proposed budget for FY 2014-15 under the One Time Project Fund Line Item 322-1347-00-8420, Pedestrian Countdown Signals. The State will reimburse the City 100% of the costs within 30 days of receipt of invoice and approval of invoice under this Agreement.

#### **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for the design phase to upgrade pedestrian countdown signals citywide and Accessible Pedestrian Signal (APS) at four intersections, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

#### **ATTACHMENTS:**

##### **Description**

[Resolution 3192-614 IGA - ADOT Pedestrian Signals and APS v2](#)

**RESOLUTION NO. 3192-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO UPGRADING PEDESTRIAN SIGNALS AND SIGNS.

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

SECTION 1. The Intergovernmental Agreement between the City of Avondale (the “City”) and the State of Arizona, Department of Transportation, relating to upgrading pedestrian signals and signs at various locations in the City (the “Agreement”) is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 2, 2014.

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Frank Scott, Vice Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3192-614

[Agreement]

See following pages.

ADOT CAR No.: IGA /JPA 14-0004254-I  
AG Contract No.: P001 2014 001348  
Project: Pedestrian Countdown Signals &  
Accessible Pedestrian Signals  
Section: Various Locations  
**Federal-aid No.: AVN-0(220)T**  
**ADOT Project No.: SH636 03D**  
**TIP/STIP No.: AVN14-109, AVN15-103,**  
**AVN14-410, AVN16-412**  
**CFDA No.: 20.205 - Highway Planning**  
**and Construction**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF AVONDALE

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Congress has established the Highway Safety Improvement Program (HSIP) as a core federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified systematic improvements within the City as eligible for this funding.
4. The improvements proposed in this Agreement, hereinafter referred to as the "Project," include upgrading the pedestrian signal heads to Manual on Uniform Traffic Control Devices (MUTCD)-compliant man-hand with countdown. The Accessible Pedestrian Signals (APS) portion of the Project is located at the intersections of Rancho Santa Fe Boulevard and McDowell Road, Dysart Road and McDowell Road, Dysart Road and Encanto Boulevard, and Dysart Road and Thomas Road. This includes the upgrade of pedestrian push button (high visual, audible tone, vibrotactile arrow with stamped braille) installed on new A-Poles (if required). Upgrade all four intersection lighting. The State will administer the scoping and design of the Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping and design of the Project. The estimated Project costs are as follows:

**SH636\_03D (scoping/design):**

Federal-aid funds @ 100% (capped)	\$ 90,000.00
<b>Total Estimated Project Scoping/Design Costs*</b>	<b>\$ 90,000.00</b>

\* (Includes ADOT Project Management & Design Review (PMDR) costs)

The Parties acknowledge that the final Project design costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final Project design cost estimate is less than the initial estimate, the difference between the final design cost estimate and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the estimated Project design cost amount.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. On behalf and with consent of the City, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design of the Project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, incorporating comments from the City, as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right-of-way clearance after review of the Consultant's right-of-way submittal.

c. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping and design. Request the maximum federal funds programmed for the scoping and design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

d. Be granted, without cost, the right to enter City rights-of-way, as required, to conduct any and all Project related activities, including without limitation or temporary rights of entry.

e. Notify the City that the Project design has been completed and is considered acceptable, coordinating with the City as appropriate. De-obligate or otherwise release any remaining federal funds from the design phase of the Project within ninety (90) days of final acceptance.

f. Not be obligated to construct said Project, should the City fail to budget for or obtain funding to construct the Project, as set forth in this Agreement.

2. The City will:

- a. Upon execution of the Agreement, designate the State as authorized agent for the City.
- b. Review design plans, specifications and other such documents and services required for the implementation of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.
- c. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.
- d. Be obligated to incur any expenditures should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.
- e. Upon notification of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing
- f. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after Federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of

any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of scoping and design work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to furnish and provide the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces appropriations or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

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9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the

State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**Arizona Department of Transportation**

Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

**City of Avondale**

Attn: David Fitzhugh, Acting City  
Manager  
11465 W. Civic Center Drive  
Avondale, Arizona 85323  
Phone No. (623) 333-1000

For Financial Matters:  
Kevin Artz, Director of Finance and  
Budget Department  
11465 W. Civic Center Drive, Ste  
250  
Avondale, Arizona 85323  
Phone No. (623) 333-2000

With Copy to:  
Gust Rosenfeld, PLC  
One E. Washington Street, Ste 1600  
Phoenix, Arizona 85004  
Attn: Andrew J. McGuire, Esq.

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF AVONDALE**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**MARIE LOPEZ ROGERS**  
Mayor

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Senior Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
**CARMEN MARTINEZ**  
City Clerk

DRAFT

**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3193-614 - Intergovernmental Agreement with Maricopa County for Jury Management Services

**MEETING DATE:**

6/2/2014

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**TO:** Mayor and Council**FROM:** Abril Ruiz-Ortega, Court Administrator 623-333-5822**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting that the City Council approve a resolution approving an Intergovernmental Agreement with the Superior Court of Arizona in Maricopa County to provide jury services for the Avondale City Court, and authorize the Mayor and City Clerk to execute the necessary documents.

**BACKGROUND:**

The Constitutions of the United States and of the State of Arizona give the right to a jury trial to anyone accused of a serious criminal case. The laws entitle defendants to a trial by a jury representative of the defendant's community. Within the past five years, fifteen matters were scheduled and no jury trial was held.

On October 20, 2008, Council approved a Resolution Authorizing an Intergovernmental Agreement between the City of Avondale and the Superior Court of Arizona in Maricopa County for Jury Services. The City currently pays \$100 per year for the creation of a source file of names taken from the General Election Voter Registration Lists and the Department of Transportation.

**DISCUSSION:**

The Courts process for selection of prospective jurors is through a random selection of names from the voter listing made available to the Jury Commissioner through the Maricopa County Elections Department. Once a master jury list is created summons are issued to a pool of potential jurors to serve for jury service.

Avondale City Court may opt to have potential jurors receive a summons from Superior Court, followed by a second summons with the expected week of service and a requirement to call the Municipal Court as many as three times during the week of potential jury service.

Given the low number of jury trials at the Avondale City Court, staff recommends a simplified jury duty summons process. Under the proposed agreement Avondale City Court will continue to pay a one-time \$50 activation fee and a fee of \$25 for each 100 potential jurors listed on the CD provided by the Superior Court with the names and addresses of potential jurors to whom the Municipal Court may send its own summons. The list will be kept strictly confidential and used exclusively to summons residents for jury management purposes. The fee is determined by Superior Court based on the actual costs of labor and materials to generate and deliver said list.

**BUDGET IMPACT:**

Courts may purchase an updated file every year and pay a one-time \$50 activation fee and a \$25 fee for each 100 potential jurors listed on the CD as established in the agreement. Funding for the source file will come from account number 101-6200-00- 6080, Jury Fees.

**RECOMMENDATION:**

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement with the Superior Court of Arizona in Maricopa County to provide jury services for the Avondale City Court, and authorize the Mayor and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[Resolution 3193-614](#)

**RESOLUTION NO. 3193-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO JURY MANAGEMENT SERVICES.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County for jury management services (the “Agreement”) is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 2, 2014.

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Frank Scott, Vice Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3193-614

[Amendment]

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY**

**and**

**AVONDALE CITY COURT**

This Intergovernmental Agreement (“IGA”) is entered into between the Superior Court of Arizona, in and for the County of Maricopa (“Superior Court”), and the City of Avondale, on behalf of its municipal court (“Municipal Court”), for jury services.

1. RECITALS

WHEREAS, the Superior Court has historically offered certain jury services to certain municipal courts in Maricopa County; and

WHEREAS, Municipal Court desires to use the jury services offered by the Superior Court;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

2. PURPOSE

The purpose of this IGA is to provide jury services as specified herein.

3. AUTHORITY

The Superior Court has the duty and authority to summon jurors. A.R.S. § 21-101 et seq. The Municipal Court has the duty and authority to summon jurors. A.R.S. §§ 21-101 et. seq., 22-401 et. seq. The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(J).

4. TERM AND RENEWAL; TERMINATION

- A. This IGA shall be effective July 1, 2014 and shall expire June 30, 2016. The parties may renew this IGA in writing for four additional two-year terms, to expire no later than June 30, 2024. If the Municipal Court wishes to renew this IGA, it must notify the Superior Court at least 90 days in advance of its expiration. If City Council approval is required for this IGA, the renewal may be executed by the Municipal Presiding Judge or City Manager. The Municipal Court understands and agrees that the Superior Court may increase the cost per summons or cost per compact disc (“CD”) at the time of renewal to reflect an increase in actual costs.

- B. Either party may terminate this IGA for any reason upon 30 days' written notice. Either party may terminate this IGA immediately if the other party materially breaches the IGA. Either party may terminate this IGA due to non-availability of funds, as stated in paragraph 17. Upon termination, all property used in performance of this IGA shall be returned to the party owning the property or entitled to possession.
- C. This IGA supersedes all prior agreements between the parties for jury services. Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

- A. If the Municipal Court in paragraph 6 below elects to have the Superior Court print and mail summons, the Superior Court shall do the following on behalf of the Municipal Court:
  - i. The Superior Court will print and mail a summons to potential jurors on behalf of Municipal Court. The potential jurors will be selected to receive a summons from a master jury list in accordance with state law. *See* A.R.S. § 21-301 et seq. In addition to printing and mailing the summons, the Superior Court will field phone calls about postponements, excuses, and disqualifications.
  - ii. The Superior Court shall include the phone number provided by the Municipal Court on the summons for potential jurors who receive summons to call and listen to a recording and/or inquire whether they must report at the date and time specified in the summons. The Superior Court is not responsible for maintaining or staffing this phone line or recording.
  - iii. The Superior Court shall process the payment of jury fees and mileage reimbursements.
  - iv. The Superior Court is not responsible for setting up the Remote Access Services ("RAS") account or providing maintenance or services related to the RAS account. The RAS accounts and related maintenance or services are provided through the Office of Enterprise Technology ("OET").
- B. If the Municipal Court in paragraph 6 below elects to have the Superior Court provide a CD with the names and addresses of potential jurors to whom the Municipal Court may send its own summons, the Superior Court shall provide a CD within ten business days with 100 such names. If the Municipal Court elects to have Superior Court provide a CD, the CD is the only product or service provided by the Superior Court, and the Superior Court will not: print and mail the summons; field phone calls about postponements, excuses, disqualifications; or process payment of jury fees and mileage reimbursements.
- C. The Superior Court shall submit bills to the Municipal Court on a quarterly basis, except the Superior Court may bill for the CDs and RAS accounts at the time they are provided.

6. DUTIES OF MUNICIPAL COURT

A. On or before the start of the term of this IGA and any renewal terms, the Municipal Court shall elect in writing to the Superior Court Jury Office whether the Municipal Court wants the Superior Court to print and mail summons, wants a RAS card, and/or wants a CD with the names and addresses of potential jurors to whom the Municipal Court may print and send its own summons. The Municipal Court shall contact the Superior Court Jury Office to coordinate services. The Municipal Court may make its election by checking one of the options below, or it may otherwise make this election in writing to the Superior Court Jury Office.

\_\_\_\_\_ Print and Mail Summons      \_\_\_\_\_ CD with Juror Names

B. The Municipal Court agrees to pay the following fees, depending on the elections made by the Municipal Court:

- i. A fee of \$2.09 for each summons printed and mailed by the Superior Court on behalf of the Municipal Court.
- ii. The Municipal Court shall reimburse the Superior Court for the daily attendance fees and mileage reimbursements the Superior Court pays to jurors on behalf of the Municipal Court.
- iii. A \$50.00 activation fee and an \$8.00 monthly subscriber fee for each RAS account. Each person who enters data or has access through a RAS account must have his/her own account. The Municipal Court must notify the Superior Court and OET when the Municipal Court changes RAS account users. If the Superior Court incurs additional fees or costs from OET related to RAS accounts for the Municipal Court, the Municipal Court shall reimburse the Superior Court for such fees or costs.
- iv. A fee of \$25.00 for each 100 potential jurors listed on the CD.
- v. A fee of \$150.00 if the Municipal Court fails to timely enter juror data, as set forth below.

C. If the Municipal Court elects to have the Superior Court print and mail summons on its behalf, the Municipal Court is responsible for the following:

- i. By July 1 of each year, the Municipal Court shall provide the Superior Court with information on the number of jurors to be summoned and on which days they shall be summoned. The Municipal Court shall notify the Superior Court at least seven weeks in advance of any changes in the number of summonses needed and the dates for which summonses shall be sent. Each year, by the first Friday in November, the Municipal Court shall provide the Superior Court with blackout

dates for the next year. Blackout dates are days on which the Municipal Court knows at the beginning of the year it will not need jurors to appear for service during that year.

- ii. The Municipal Court shall operate a phone line for jurors to call to inquire whether they must report on the date and time specified on their summons. The Municipal Court shall provide the Superior Court with the phone number and any changes to the phone number so the Superior Court can include it on the summons. The Municipal Court is solely responsible for the costs, maintenance and staffing associated with this phone line.
  - iii. Within three (3) business days of the first day a juror reports for jury service in the Municipal Court, the Municipal Court shall provide the Superior Court with information regarding individuals who report for jury service in response to a summons sent by the Superior Court pursuant to this IGA as follows:
    - a. The Municipal Court may use the Superior Court's form. The Municipal Court shall type the information in order to ensure accurate information is processed on the form as directed by the Maricopa County Superior Court; or
    - b. If the Municipal Court has elected to have RAS card access and paid the associated fees for such access, the Municipal Court may enter the data into the program the Superior Court uses for juror management (currently, AgileJury). The Superior Court may provide general direction regarding how to enter the data in AgileJury (or any other program the Superior Court later decides to use for juror management). However, the Municipal Court is responsible for all technical support of its computer system and training of its employees.
    - c. If the Municipal Court fails to enter the data within the three business days, the Superior Court will charge the Municipal Court a fee of \$150.00 for each day for which juror information is not entered to cover additional costs for re-running billing data, analyzing billing data, and re-entry into billing spreadsheets.
- D. If the Municipal Court elects to have the Superior Court provide a CD of names and addresses, the Municipal Court is responsible for all of its own jury services, including but not limited to printing and mailing the summons, fielding phone calls relating to jury service, and processing payment of jury fees and mileage reimbursements.
- E. The Municipal Court is responsible for enforcement of any juror summons issued on behalf of its court, including contempt notices, hearings, proceedings, procedures, and/or other enforcement measures. The Superior Court is not obligated by this IGA to conduct any contempt or enforcement proceedings on behalf of the Municipal Court.

- F. The Municipal Court is not authorized and shall not permanently excuse any jurors. The Municipal Court shall refer any jurors seeking to be permanently excused to the Superior Court, regardless of whether the Superior Court printed and mailed the summons or the Municipal Court printed and mailed the summons.
- G. The identity of jurors or potential jurors is sensitive, confidential, and protected by statute and court rule. The Municipal Court agrees to restrict access to information provided under this agreement to individuals who are authorized to access such information for the completion of their official duties.
- H. The Municipal Court shall comply with the Minimum Accounting Standards and Generally Accepted Accounting Principles related to financial transactions involving jurors.
- I. The Municipal Court shall remit payment to the Superior Court within 30 calendar days of receiving a bill from the Superior Court.

7. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Municipal Court shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Municipal Court's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8. INSURANCE

Both parties are insured as governmental entities and therefore no insurance certificates are required by either party pursuant to this IGA. If the Municipal Court uses a contractor to perform services in relation to this Agreement, the below insurance requirements shall apply.

***Insurance Requirements for Any Contractors Used by Municipal Court:***

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.

**3. Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$ 500,000
  - Disease – Each Employee \$ 500,000
  - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

- C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.  
All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.  
All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

9. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records.

10. CANCELLATION FOR CONFLICT OF INTEREST

The requirements of A.R.S. § 38-511 apply to this Agreement. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.

11. NON-DISCRIMINATION

Both parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

12. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

A. Both parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with Section A.R.S. § 23-214, Subsection A, which reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”

B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the other party may be subject to penalties up to and including termination of the Agreement.

C. Both parties retain the legal right to inspect the papers of any employee who works on the Agreement to ensure that the other party or any contractor or subcontractor is complying with the warranty under paragraph 12(a).

13. APPLICABLE LAW

This Agreement shall be construed in accordance the laws of the State of Arizona.

14. LEGAL OBLIGATIONS

This IGA does not relieve either party of any obligation or responsibility imposed upon it by law.

15. ARBITRATION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

16. WAIVER AND MODIFICATION

None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.

17. AVAILABILITY OF FUNDS

Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of the parties or any other agency of the State of Arizona for any payment may arise under this Agreement until and only as long as funds are made available for performance of this Agreement. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this Agreement without further obligation. No liability shall accrue to the parties or any other agency of the State of Arizona in the event this provision is exercised, and neither the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

18. NOTICES

All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Superior Court: Superior Court in Maricopa County  
Jury Administrator  
175 W. Madison St.  
Phoenix, AZ. 85003-2243  
Attn: Jury Manager

If to Municipal Court: City of Avondale  
11325 W. Civic Center Drive  
Avondale, AZ 85323  
Attn: Abril Ruiz-Ortega

or at such other address as shall be indicated in writing by each party. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

In witness whereof, the parties hereto have executed this IGA on the date written below:

\_\_\_\_\_  
Honorable Norman J. Davis  
Presiding Judge  
Superior Court of Arizona  
in Maricopa County

\_\_\_\_\_  
E. Evans Farnsworth  
Interim Presiding Judge  
Avondale City Court

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Avondale City Clerk

\_\_\_\_\_  
Date

**IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.**

ARIZONA ATTORNEY GENERAL'S OFFICE    CITY ATTORNEY

By: \_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Avondale City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3194-614 - Submission of Grant  
Application to the Arizona Department of Housing 6/2/2014  
and Adopting Program Policies and Procedures

**MEETING DATE:**

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**TO:** Mayor and Council**FROM:** Stephanie Small, Neighborhood & Family Services Director, 623-333-2711**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting that City Council adopt a resolution authorizing the submission of a \$275,000 State Housing Fund (SHF), HOME Investment Partnership program grant application to the Arizona Department of Housing (ADOH) to provide additional funding for the existing City of Avondale Owner Occupied Home Rehabilitation Program. This grant would allow for continued expansion of the owner-occupied housing rehabilitation program. ADOH requires City Council authorization of all grant applications through a resolution and the adoption of the program policies and procedures prior to grant application submission.

**BACKGROUND:**

City Council authorized the Consolidated Plan in April of 2010 which contained as a strategy the preservation of the City's existing single-family housing stock. The current Substantial Home Rehabilitation Program is funded with HOME funds and continues to impact the city's low income neighborhoods in a positive way. This program is not only beneficial to the individual household that is assisted but impacts the community as a whole by arresting the further deterioration of the housing stock. Through the removal of health and safety issues and by addressing code violations this program serves to preserve the existing housing stock and remove substandard housing.

There continues to be a high demand and need for this program. SHF is the only other currently available source of funds that can be used for Substantial Home Repair. These funds will facilitate in maintaining the program operational on a continuous year-around basis. NFS staff would seek to operate this program in-house. The grant allows for up to \$25,000 to be used for general administration of the grant. Any salary costs attributable to the Housing Rehabilitation Specialist while working on this program would be provided for as project delivery costs and would also be covered by the grant outside the administrative cap.

**DISCUSSION:**

Success in obtaining the \$275,000 grant depends largely upon the ability of Avondale to demonstrate a demand for the program as well as the capacity to successfully spend the grant. It is expected that sufficient demand can be demonstrated both by the volume of persons that inquire about home repairs through the Neighborhood and Family Service Department (NFSD) – an average of ten clients per week inquire – the waiting list for substantial home repairs and the large quantity of housing in poor condition in Avondale's low-income neighborhoods. It is expected that capacity can be demonstrated by the performance of the current programs.

The Substantial Home Rehabilitation program is a vital part of the services that are necessary in Avondale's low-income neighborhoods. The program enables NFSD to assist distressed low-income homeowners with cooling and heating repairs, dangerous electrical wiring, leaking roofs, plumbing repairs and other health and safety needs. If Avondale is successful in obtaining the SHF grant it is expected that the funds will be available by the end of January 2015.

**BUDGET IMPACT:**

No City of Avondale funding is necessary from grant or general fund resources.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing the submission of a \$275,000 State Housing Fund (SHF) grant application to the Arizona Department of Housing (ADOH) to provide additional funding for the existing City of Avondale Owner-Occupied Substantial Home Rehabilitation Program and in doing so, adopt the revisions to the Avondale SHF Owner Occupied Home Rehabilitation Policies and Procedures.

**ATTACHMENTS:**

**Description**

[Resolution 3194-614](#)

## **RESOLUTION 3194-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ARIZONA DEPARTMENT OF HOUSING FOR STATE HOUSING FUNDS AVAILABLE THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM AND THE STATE HOUSING TRUST FUND; AND ADOPTING THE AVONDALE OWNER-OCCUPIED HOME REHABILITATION PROGRAM POLICIES AND PROCEDURES, AMENDED AND RESTATED JUNE 2, 2014.

**WHEREAS**, the Arizona Department of Housing (“ADOH”) is accepting proposals from state and local agencies for project funding for housing rehabilitation programs for owner-occupied single family dwellings; and

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to submit a grant application (the “Application”) to be considered by ADOH for funding for the City of Avondale (the “City”) Owner-Occupied Home Rehabilitation Program (the “Program”); and

**WHEREAS**, ADOH requires the City to meet the expenditure threshold of 50% of the existing ADOH grant by the application deadline of June 16, 2014, in order to apply for additional funding; and

**WHEREAS**, ADOH procedures require that the City Council certify, by resolution, (i) its approval of submission of the Application in support of the Program, (ii) that the Program meets the City’s housing and community development needs and the requirements of the State Housing Program, (iii) that the City will comply with all State Housing Fund Program Guidelines, HOME Investment Partnership Program regulations, other applicable State and Federal Statutes and regulations and the certifications contained in the Application and (iv) that the City adopts the Avondale Owner-Occupied Home Rehabilitation Program Policies and Procedures, amended and restated June 2, 2014, to guide the conduct of the Program.

**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 submission of the Application to ADOH for consideration for funding in support of the Program is hereby approved, contingent upon the attainment of 50% expenditure threshold of the existing ADOH grant by the application deadline of June 16, 2014.

SECTION 3. The City Council hereby finds and determines that the Program meets the City's housing and community development needs and the requirements of the State Housing Fund Program.

SECTION 4. The Avondale Owner-Occupied Home Rehabilitation Program Policies and Procedures, Amended and Restated June 2, 2014, are hereby adopted in substantially the form attached hereto as Exhibit A.

SECTION 5. The City Council hereby warrants that the City will comply with all State Housing Fund Program Guidelines, HOME Investment Partnership Program regulations, other applicable State and Federal Statutes and regulations and the certifications contained in the Application.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and cause the execution and submission of all documents and any other necessary or desirable instruments in connection with the Application 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, June 2, 2014.

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Frank Scott, Vice Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3194-614

[Avondale Owner-Occupied Home Rehabilitation Program  
Policies and Procedures, Amended and Restated June 2, 2014]

(State Housing Fund)

See following pages.

**AVONDALE OWNER-OCCUPIED HOME REHABILITATION  
PROGRAM POLICIES AND PROCEDURES,  
AMENDED AND RESTATED JUNE 2, 2014**

**(State Housing Fund)**

1. **Program Design, Goals and Objectives.** The City of Avondale (the “City”) Neighborhood and Family Services Department (“NFSD”) has been operating an Owner-Occupied Home Rehabilitation Program (the “Program”) since 2007. The Program was established in response to the prevalence of substandard housing conditions in the City’s low-income neighborhoods, many of which present imminent threats to the health and safety of the occupants. The Program is available only to low-income owner-occupied households in the City whose homes have one or more hazardous conditions that threaten the health and safety of the occupants. The maximum State Housing Fund investment per unit for rehabilitation is \$55,000 and the minimum investment is \$1,000. There may be instances when the City will invest additional Community Development Block Grant (“CDBG”) funds in the form of a grant up to a maximum of \$10,000 per unit. This funding will be provided in the form of a grant and is provided at the City’s discretion through the Emergency Repair Program. In the case that full replacement of a mobile/manufactured home is necessary, the maximum State Housing Fund investment will not exceed \$80,000; however up to an additional \$40,000 in Maricopa County HOME Consortium funds allocated to the City may be used. Funding for home rehabilitation is provided in the form of a forgivable loan to the homeowner. The NFSD is housed in the City’s Community Center which is located in the Historic Avondale Neighborhood, the largest low-income neighborhood in the City. The NFSD is a one-stop-shop for low-income residents providing services which include the Community Assistance Program, the Weatherization Program, the Emergency Food Box Program and Code Enforcement.

2. **Staffing and Administrative Structure.** The Program is operated by the City’s NFSD Housing Division. Administration of the Program is the responsibility of the CDBG Program Manager under the general direction of the NFSD Director. Application intake and qualification is conducted by the Housing Program Coordinator. Rehabilitation services are conducted by the City’s rehabilitation specialist.

3. **Marketing and Advertising Method.** The NFSD receives a steady stream of applications for the Program through referrals from staff working in the various NFSD program areas. Numerous referrals are also received by residents who have been previously assisted or who have seen program information which is available at various locations throughout the City. NFSD staff disseminates written information in English and Spanish during numerous community events in which NFSD staff participates. The Program is also marketed on the City website and other available media. All written materials provide information regarding fair housing, language assistance and handicapped accessibility. Bilingual staff is available.

4. **Application and Wait List Procedures.** Candidates complete an application and provide income eligibility documentation, proof of ownership and homeowner's insurance. Program staff will visually verify original documents and copies will be obtained for the Program file. Income eligibility is determined following the U.S. Department of Housing and Urban Development ("HUD") Section 8 guidelines based on household income. Eligible beneficiaries' household income will not exceed 80% of the Area Median Income Limits as determined by HUD. A limited title search will be performed to ensure that the property is free of restrictions or encumbrances that unduly restrict the good and marketable nature of the ownership interest, such as liens and non-owner-occupants named on the deed. A formal wait list of qualified applicants is created and maintained. All eligible applicants will be placed on this list in the order in which their application was received. Applicants are notified of the need to re-qualify if they remain on the waiting list over six months. Each household on the waiting list is provided 30 days to re-qualify and remain on the waiting list. Program staff will prioritize immediate health and safety hazards and reserves the right to prioritize based on household type (i.e. elderly, disabled, households with children). It is the City's policy to serve all persons regardless of race, color, religion, gender, national origin, age or disability. Persons requiring hearing, visual, mobility, language or other accommodations may contact the City at 623-333-2700, or TDD 623-333-0010 to make special arrangements.

5. **Rehabilitation Standards.** All work shall be performed in accordance with the following property standards:

- State Rehabilitation Standards
- Current City of Avondale and State of Arizona codes and ordinances
- HUD Housing Quality Standards,
- Maricopa HOME Consortia Rehabilitation Standards
- Energy Star
- International Energy Conservation Code (IECC, 2012 edition, or better)
- Uniform Federal Accessibility Standards and the Americans with Disabilities Act, as applicable and needed by owner
- Arizona Governor's Office of Energy Policy Weatherization Standards.

6. **Method of Determining Scope of Work.** After Program eligibility has been documented and verified, the rehabilitation specialist will inspect the property to determine the repairs needed. The rehabilitation specialist will inspect each property for issues regarding Housing Quality Standards ("HQS") and/or building code violations and will meet with the homeowners to discuss their needs. The scope of work shall address all deficiencies identified that affect the safety and habitability of the home. A focus on improving the overall energy efficiency and sustainability of the home will serve as a guide in the development of the scope of work. Examples of repairs include roofing, heating and cooling, plumbing, electrical and accessibility issues.

7. **Energy Efficiency/Energy Star Guidelines.** All projects will be weatherized to be in compliance with the Arizona Governor's Office of Energy Policy Weatherization Standards. All weatherization work will be performed by a Building Performance Institute certified weatherization professional. The weatherization professional will conduct both a pre-construction energy audit and a post construction compliance inspection. The energy audit will utilize pressure diagnostics, infrared cameras and other equipment to identify air leaks, duct leaks, insulation deficiencies, inefficient appliances, venting problems and other energy issues, which will inform the scope of work. Energy efficient improvements made will be cost effective, further ensure long-term affordability, increase homeowner sustainability and improve the overall appeal of the assisted home and neighborhood by replacing older obsolete products, systems and appliances with Energy Star and WaterSense labeled products. Improvements may include such items as compact fluorescent light bulbs, Energy Star rated appliances and lighting fixtures, energy efficient HVAC systems, low-flow water fixtures and other green products as appropriate. The City will make every effort to incorporate "green" technologies, budget permitting and where appropriate, such as tank-less water heaters, solar energy, water harvesting and reuse and low or no volatile organic compound products and materials.

8. **Unit Inspection, Work Write-Up and Cost Estimate.** After determining income eligibility, the rehabilitation specialist will inspect the property to determine the rehabilitation needs. Based on the inspection, a scope of work will be developed according to the building safety codes adopted by the City and/or the Uniform Building Code and a cost estimate will be developed. The scope of work shall address the required repairs that affect the safety and habitability of the home and will be reviewed by the rehabilitation specialist with the homeowner.

9. **Bidding Process and Contractor Selection.** The City will maintain a list of qualified contractors. Contractors will have the opportunity to be added to the pre-qualified list on a monthly basis. This opportunity will be advertised in the West Valley View quarterly and continuously on the City's website. Prior to award, licenses and insurance are verified and the Federal Excluded Parties List is checked. No contractors, including their subcontractors, will be awarded a project if they appear on the Federal Excluded Parties List or their licenses or insurance are expired. Only licensed general contractors will be allowed to perform the work. The City will advertise, and submit to pre-qualified contractors, requests for quotations for individual projects on an ongoing basis. General contractors wishing to perform work on a project must (a) submit a completed Statement of Qualifications, (b) meet the minimum qualifications threshold, (c) be placed on the pre-qualified list and (d) submit a quotation in response to request for quotations for each project. All quotations must be hand-delivered or mailed by the contractor to the Program office and received by the quotation due date and time. Late submittals will not be accepted. Because timeliness of the project completion is critical to the success of the Program, quotations may be awarded based on the lowest responsible and responsive quotation as well as the contractor's overall ability to complete the project on time and the responsibility and qualifications of the contractor. Contractor selection and notification will occur within three business days of the

quotation due date. The homeowner may request to review the submitted quotations with Program staff. Every reasonable effort is made to obtain a minimum of three quotations per project.

10. **Pre-construction Conference.** The rehabilitation specialist will conduct a pre-construction conference for all projects. This conference will include the homeowner and the selected contractor. The rehabilitation specialist will introduce the two parties, answer any questions they may have and serve as a liaison between the contractor and the homeowner. The contract and notice to proceed will be reviewed with both parties and signed at this time.

11. **Construction Inspection Process.** The rehabilitation specialist will monitor construction throughout the process and will perform a final inspection to ensure that work performed meets HQS and local building code and that all required code inspections have been completed. A final walk-through is done with the homeowner, at which time the homeowner will be asked to sign off on a project completion certificate indicating that work was performed to the homeowner's satisfaction and that all warranty documentation has been provided.

12. **Housing Maintenance and Education Services.** The rehabilitation specialist will educate each homeowner as to the proper use and maintenance of newly repaired or installed equipment/appliances and provide general home maintenance educational information to the homeowners regarding items such as filter replacement. The importance of budgeting for home repairs/maintenance and maintaining homeowners insurance will be stressed. All warranty information will be reviewed with the homeowner and a general home maintenance schedule will be provided. All contractors are required to provide the homeowner a two-year warranty on their workmanship.

13. **Temporary Relocation Policy.** Program staff will offer temporary relocation to homeowners as needed. Temporary relocation is normally provided for through an extended-stay establishment that includes a kitchenette. All relocation costs shall be covered as part of the total maximum repair cost per unit. If the homeowner has not been relocated during the construction period, every reasonable effort is made to minimize the disruption to the homeowners' daily routines.

14. **Lead Based Paint Activities.** Program staff will follow the HUD Lead Based Paint Regulations (24 CFR Part 35). All homes built prior to 1978 will receive a lead based paint test and risk assessment to determine lead hazards. If hazards are present, a licensed lead abatement contractor shall perform all lead abatement work or interim controls and will obtain clearance test results. Homeowners will be provided with a copy of the *Renovate Right* brochure, any test results, risk assessment report and clearance test reports.

15. **Method of Determining Before and After Rehabilitation Value.** The rehabilitation specialist will obtain a property valuation based on comparable homes and home sales data in the area. This amount is used to determine the before-rehabilitation value of the home. Once the contract is awarded, the rehabilitation cost is added to the before-rehabilitation value of the home and compared to the current Federal Housing Administration 203(b) limits to ensure that the after-rehabilitation value does not exceed 95% of this limit. The final after-rehabilitation value is determined once the project is completed and the total investment amount is added to the before-rehabilitation value.

16. **Construction Payments and Lien Releases.** Contractors will be paid on a reimbursement basis for completed and verified work. Each pay request will be subject to a retention fee of no less than 10%. The final payment will not be paid until the final walk-through has been completed, all work has been approved (including punch list items) and the final lien waiver has been received. At time of payment of the final pay request, the retention amount will be included. Each performing contractor must sign a lien release upon completion of project and prior to receiving final payment. A copy will be maintained in the homeowner's file.

17. **Loan Servicing Policy/Procedures Including Lien Releases.** The assistance is provided to the homeowner in the form of a forgivable loan for a set period of affordability based on the amount of investment. Forgivable loans are non-interest bearing and require no payments provided the homeowner maintains ownership of the home and the home remains their primary residence. The principal amount is reduced annually by an equal amount which would cause the principal amount to be 100% forgiven at the end of the retention period. The lien is secured through a Promissory Note and Deed of Trust recorded against the assisted property. The City is named the beneficiary on all documents. Loan forgiveness is conditioned upon the homeowner complying with the terms of the Deed of Trust and Promissory Note. A copy of the retention documents are kept in the homeowner's file. The lien may be released when the homeowner (a) satisfies all the terms of this Program and the recapture period has expired or (b) pays the remaining amount due on the lien.

A title search will be completed on each home as part of the qualification process. Homes that are over-encumbered, such that the City's lien priority would not allow the City to recover or the liens would be in excess of the property's value, will be deemed ineligible. Homeowners will be required to sign lien documents prior to issuance of the Notice to Proceed. Lien documents will then be forwarded to the selected title agency for processing and recordation with a requirement that executed copies be sent to the City once recorded.

Affordability period for the Program:

HOME FUNDS PROVIDED	AFFORDABILITY PERIOD
<\$15,000	5 years
\$15,000 - \$40,000	10 years
>\$40,000	15 years

18. **Refinancing Policy.** Refinancing will not be allowed after completion of the rehabilitation and prior to loan repayment or expiration of the recapture period, except when the refinance results in a fixed rate and lowers the monthly payment. The term of the loan may be lengthened so long as it lowers the monthly payment and results in a lower fixed rate. The City Manager or authorized designee shall, in his/her sole discretion, determine if the City will consent to subordination of the Program lien to a refinancing loan. Loan subordination will, under no circumstances, be allowed for refinancing that includes a *cash-out* option.

19. **Grievance and Quality Assurance Procedures.** Any grievance by the homeowner relating to construction of the improvements to his/her property as part of the Program should be addressed with the rehabilitation specialist. This may be done verbally. If the homeowner feels there has not been an acceptable resolution by the rehabilitation specialist within two weeks of the date the rehabilitation specialist received the grievance, the homeowner may then submit his/her grievance in writing to the City's CDBG Program Manager. The CDBG Program Manager will have ten City working days to respond in writing. If the response from the CDBG Program Manager is not satisfactory, the grievance should be forwarded in writing to the NFSD Director. The NFSD Director will have ten City working days to respond in writing. If the response is still not satisfactory, the grievance shall be submitted in writing to a mutually agreed upon third party moderator for final resolution. All decisions made by the moderator will be final and binding upon the parties.

20. **Program Income.** In the event that Program staff acquires any recaptured or repayment of assisted amounts from the homeowners, it will be documented in the bi-monthly report in a current contract period or a direct notification to the Arizona Department of Housing (the "ADOH"). The recaptured or repayment amount will be submitted to ADOH.

21. **Pet Policy.** Pets are the sole responsibility of the homeowner during construction. Any temporary relocation of pets will be at the homeowner's expense. Pets are not allowed to be kept inside the homes receiving assistance under the Program, but they may be kept outside if the pet is cared for and contained; provided, however, that any violation of local code by the homeowner with respect to pets must be resolved. Any such violation during the application process may result in the homeowner becoming ineligible for the Program. If the homeowner fails to resolve such violation during the rehabilitation, the City may relocate the pet at the homeowner's expense.

22. **Excessive Debris/Sanitary Conditions.** To be eligible for assistance, removal of excessive debris on the property which is in violation of local code or which obstructs or causes a safety hazard will be required. If, upon initial inspection, the home is found to be unsanitary, i.e., animal feces/urine, unhealthy indoor air quality, excessive clutter which obstructs inspection, the homeowner will be required to remediate the condition of the home or face becoming ineligible for the Program. Failure to remediate will result in a Code Enforcement Citation and ineligibility for the Program.

23. **Criminal Activity/Threatening Behavior of Occupants.** The health and safety of the residents as well as the Program staff is critical. If before or during the application process, the address has been the location of any criminal activity as a result of the homeowner's occupancy or if any occupant exhibits threatening behavior toward Program staff or contractors, the property will be deemed ineligible. If such activity or threatening behavior occurs during the rehabilitation work, the City may take any steps necessary to allow for safe continuation of the rehabilitation work.



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3195-614 - Intergovernmental Agreement with the City of Goodyear for Human and Senior Services

**MEETING DATE:**

6/2/2014

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**TO:** Mayor and Council**FROM:** Stephanie Small, Neighborhood and Family Services Director 623-333-2711**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

City Council will consider a resolution approving an intergovernmental agreement with the City of Goodyear for the continuation of the provision human and senior services for Goodyear residents and the acceptance of Goodyear's financial contribution toward such services; and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

Since program inception, the Avondale's Community Action Program (CAP) and Senior Services programs have served the residents of Goodyear. Funding for CAP is provided through an intergovernmental agreement with Maricopa County which stipulates program service areas. In addition, a grant through the Area Agency on Aging (AAA) provides funding for congregate and home-delivered meals provided through the Avondale Senior Center and also requires that Goodyear residents are served.

Historically, staff requested and received operating support from the City of Goodyear through its Community Funding program. This intergovernmental agreement eliminates the need to apply annually for Goodyear Community Funding and provides for at least three years of funding. The City of Goodyear has dedicated funding to support these core human and social services for their residents.

**DISCUSSION:**

The IGA does not include any additional requirements beyond services already being provided to Goodyear residents, except that the City has requested additional reporting. The IGA specifies services the City of Avondale will continue to provide Goodyear residents:

**Human Services**

- Provide Community Action Program services that are aimed at reducing poverty, and may include financial education, educational services, financial assistance, language services, case management and referral services.
- Provide human services and referrals at the Care1st Avondale Resource and Housing Center.

## **Senior Services**

- Provide Congregate Meals at the Avondale Community Center for registered participants.
- Provide Home Delivered Meals to eligible participants or private pay participants within the Service Area.
- Provide transportation to and from the Avondale Community Center for registered participants within the Service Area. (Service Area is defined as: The area to which Avondale provides Home-Delivered Meals, with a western boundary of Sarival Avenue, an eastern boundary of 107th Avenue, a southern boundary of Southern Avenue and a northern boundary of Camelback Road.)

The agreement also affirms that staff will provide the services to Goodyear residents in the same manner that such services are provided to Avondale residents. Staff will provide quarterly and annual reports for each of the types of services provided to Goodyear residents.

If approved, the agreement shall be effective as of July 1, 2014 and shall remain in full force and effect until June 30, 2017, unless terminated. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms.

### **BUDGET IMPACT:**

For each year of the Term, the City of Goodyear will pay the City of Avondale \$25,000 for the Human Services and \$17,000 for the Senior Services for a total of \$42,000.

### **RECOMMENDATION:**

Staff recommends that Council adopt a resolution approving an intergovernmental agreement with the City of Goodyear and provide authorization to execute all necessary documents.

### **ATTACHMENTS:**

#### **Description**

[Resolution 3195-614](#)

**RESOLUTION NO. 3195-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR RELATING TO HUMAN AND SENIOR SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Goodyear relating to human and senior services (the “Agreement”) is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 2, 2014.

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Frank Scott, Vice Mayor

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3195-614

(Agreement)

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE CITY OF GOODYEAR  
FOR  
HUMAN AND SENIOR SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of June 2, 2014, between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the City of Goodyear, an Arizona municipal corporation (“Goodyear”). Avondale and Goodyear are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Goodyear desires to have Avondale provide certain human and senior services for Goodyear residents and has agreed to provide financial assistance to support such services, and Avondale desires to provide such services for Goodyear residents with Goodyear’s financial assistance.

B. Avondale is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952 and Article I, Section 3 of the Avondale City Charter.

C. Goodyear is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952 and Chapter 3, Article 3-4, Section 3-4-9 of the Goodyear City Code.

D. Avondale and Goodyear desire to enter into this Agreement to establish the Parties’ rights and responsibilities with respect to Avondale providing Goodyear with the “Human Services” and “Senior Services” as described in Section 1 below.

AGREEMENT

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

1. Definitions.

1.1 “Human Services” means the following services as they are provided to Avondale residents that Avondale will provide to Goodyear residents as set forth in this Agreement:

A. Community Action Program. Providing services that are aimed at reducing poverty, and may include financial education, educational services, financial assistance, language services, case management and referral services.

B. Care1st Avondale Resource and Housing Center. Providing human services at the Care1st Avondale Resource and Housing Center.

1.2 “Senior Services” means the following services provided by Avondale to Goodyear residents:

A. Congregate Meals. Providing meals at the Avondale Community Center for registered participants.

B. Home-Delivered Meals. Delivering meals to eligible participants or private pay participants within the Service Area.

C. Transportation. Providing transportation to and from the Avondale Community Center for registered participants within the Service Area.

1.3 “Service Area” means the area to which Avondale provides Home-Delivered Meals, with a western boundary of Sarival Avenue, an eastern boundary of 107th Avenue, a southern boundary of Southern Avenue and a northern boundary of Camelback Road.

2. Term. This Agreement shall be effective as of July 1, 2014 and shall remain in full force and effect until June 30, 2017 (the “Initial Term”), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms (each, a “Renewal Term”) thereafter until one of the Parties terminates this Agreement pursuant to the terms and conditions contained herein. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3. Goodyear Obligations. Goodyear shall:

3.1 Financial Assistance. For each year of the Term, pay Avondale (A) \$25,000.00 for the Human Services provided under this Agreement and (B) \$17,000.00 for the Senior Services, for a total of \$42,000.00.

3.2 Promotion. Promote the Human Services and Senior Services on the Goodyear web page, program guides, if any, and information releases, if any and as appropriate. Avondale hereby grants Goodyear a license to use its registered logos and copyright for the sole purpose of promoting the Human Services and Senior Services, subject to the following restrictions and Avondale’s prior review and approval. Goodyear acknowledges that Avondale owns all of its trademarks, service marks, trade names and logos (the “Marks”) and that Goodyear has no rights to use them except as conferred by this Agreement. Goodyear agrees that it will not use any of the Marks in any way without the advance approval of Avondale and that Avondale may withdraw its approval of use of the Marks at any time with or without cause. Goodyear agrees that it will immediately cease using any of the Marks or any materials in which the Marks are used upon withdrawal of approval by Avondale.

4. Avondale Obligations. Avondale shall:

4.1 Services. Provide the Human Services and Senior Services to Goodyear residents (A) when such Services are provided to Avondale residents, (B) in the same manner as the Human Services and Senior Services are provided to Avondale residents and (C) at the same fees as charged to Avondale residents. The eligibility requirements for the Human Services and Senior Services shall be the same for Goodyear residents as they are for Avondale residents, except no Avondale residency requirements shall apply.

4.2 Reporting. By July 31 of each year of the Term, provide Goodyear with a report regarding the Human Services and Senior Services provided to Goodyear residents during the preceding year. In addition, Avondale shall provide Goodyear quarterly reports for each of the types of services provided to Goodyear residents pursuant to this Agreement (Human Services and Senior Services). If the reports include services provided to all persons and not solely Goodyear residents, the reports shall segregate the services provided to Goodyear residents from services provided to residents of other areas.

5. Payments. Goodyear shall pay Avondale the full amount of the financial assistance set forth in Subsection 3.1 above by July 1 of each year of the Term. Each payment shall be in advance for the period beginning on the due date of such payment. The first such payment shall be due by July 1, 2014 for the first year of the Initial Term.

6. Budget. Subject to Subsection 8.3 below, each Party shall provide for its own financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City Council. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Insurance. 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.

8. Termination; Cancellation.

8.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 30 days' written notice to the other Party. If Avondale terminates the Agreement without cause, Avondale shall reimburse Goodyear a prorated portion of the financial assistance paid under Subsection 3.1, based on the number of days remaining between the date of cancellation and June 30 of that year.

8.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

8.3 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 or the incurring of expenses by Avondale or Goodyear

shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party 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 the Agreement. The obligation of each Party to make any payment 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 such Party. If the City Council of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, the Parties may reduce the scope of this Agreement, if appropriate, or this Agreement shall terminate at the end of then-current fiscal year without further duty or obligation of the Parties.

9. Miscellaneous.

9.1 Independent Contractor. Avondale acknowledges and agrees that the Human Services and Senior Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of Goodyear. Avondale, its employees and subcontractors are not entitled to workers' compensation benefits from Goodyear. Goodyear does not have the authority to supervise or control the actual work of Avondale, its employees or subcontractors. Avondale, and not Goodyear, shall determine the time of its performance of the Human Services and Senior Services provided under this Agreement so long as Avondale meets the requirements set forth herein. Avondale and Goodyear do not intend to nor will they combine business operations under this Agreement.

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

9.3 Laws and Regulations. The Parties agree to comply with the provisions of applicable state and federal regulations governing equal employment opportunity and non-discrimination and immigration. Each Party shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Party is responsible for abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the services, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration standards.

9.4 Amendments. This Agreement may be modified only by a written amendment approved by the Parties' respective City Councils and signed by persons duly authorized to enter into contracts on behalf of Avondale and Goodyear. Any attempt at oral modification of this Agreement shall be void and of no effect.

9.5 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.

9.6 Relationship of the Parties. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose, except as provided in Subsection 9.14 below.

9.7 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.

9.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

9.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by either Party 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.

9.10 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

9.12 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 Avondale: City of Avondale  
11465 West Civic Center Drive, Suite 220  
Avondale, Arizona 85323  
Attn: 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.

If to Goodyear: City of Goodyear  
190 N. Litchfield Road  
Goodyear, Arizona 85338  
Attn: Brian Dalke, City Manager

With copy to: City of Goodyear  
190 N. Litchfield Road  
Goodyear, Arizona 85338  
Attn: Roric Massey, City Attorney

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 Party 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.

9.13 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid or unenforceable by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

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

9.15 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.

10. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties 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 Parties' 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 Parties 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.

11. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and each council member, officer, employee or agent thereof (the Party being indemnified and any such person referred to herein as an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), 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. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section.

[SIGNATURES ON FOLLOWING PAGE]

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

**“Avondale”**

CITY OF AVONDALE, an Arizona  
municipal corporation

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

ATTEST:

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

**“Goodyear”**

CITY OF GOODYEAR, an Arizona  
municipal corporation

\_\_\_\_\_  
Georgia Lord, Mayor

ATTEST:

\_\_\_\_\_  
Maureen Scott, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (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  
Avondale City Attorney

\_\_\_\_\_  
Roric Massey  
Goodyear City Attorney



## CITY COUNCIL AGENDA

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**SUBJECT:**

Ordinance 1546-614 - Amendment to City Code  
Chapter 10, Article IV - Fireworks

**MEETING DATE:**

6/2/2014

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**TO:** Mayor and Council**FROM:** Paul Adams, Chief, Fire & Medical Services (623) 333-6100**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

To request that the Mayor and City Council adopt an ordinance amending Chapter 10 of the Avondale Municipal Code relating to fireworks and declaring an emergency.

**BACKGROUND:**

On December 6, 2010 the city council adopted Ordinance 1432-1210 which amended Chapter 10 of the city code adding Article IV relating to the sale and use of fireworks within the city limits. In the recently completed legislative session SB1158, including an emergency clause, was adopted and signed by the Governor. This legislation amended Chapter 13, Article 1 of the Arizona Revised Statutes relating to the sale and use of fireworks within the State of Arizona, which will require Avondale to amend the city code relating to fireworks.

**DISCUSSION:**

Under the current city code the use of fireworks within the city limits is prohibited at any time. At the time the city ordinance was adopted state statute preempted the city from restricting the sale of fireworks in any manner. The recent changes to state law have modified the city's ability in both the sales and use areas and will require that the city amend its ordinance in order to comply with state law.

To be in compliance with state law staff is recommending the following amendments to Chapter 10, Article IV of the City Code relating to fireworks:

- The sale of fireworks within the city limits will be prohibited except that permissible consumer fireworks may be sold during the periods of May 20 through July 6 and December 10 through January 3 of each year.
- The use of fireworks within the city limits will be prohibited except that permissible consumer fireworks may be used during the periods of June 24 through July 6 and December 24 through January 3 of each year.
- The penalty for violation is changed from a class 3 misdemeanor to a civil penalty of \$1000.

The recent legislation also further clarified the types of fireworks that were permitted or restricted which will help address issues with certain vendors that were encountered this past December as to whether or not certain products that were being sold were permissible.

In order for this ordinance to be effective and comply with state law with respect to the use of

fireworks over the July 4 time period it will need to be adopted with an emergency clause.

**BUDGET IMPACT:**

There would be no budgetary impact associated with this item.

**RECOMMENDATION:**

Staff recommends that the Mayor and City Council adopt an ordinance amending Chapter 10 of the Avondale Municipal Code relating to fireworks and declaring an emergency.

**ATTACHMENTS:**

**Description**

[Ordinance 1546-614](#)

[CODE - Chapter 10, Revised Article IV - Fireworks](#)

**ORDINANCE NO. 1546-614**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE IV, FIREWORKS, AND DECLARING AN EMERGENCY.

**WHEREAS**, the Avondale City Code (the “City Code”) prohibits the use of fireworks within the corporate limits of the City of Avondale (the “City”); and

**WHEREAS**, the Fifty-First Arizona Legislature, during the Second Regular Session, adopted SB1158, which modified State law to require the City allow the use of fireworks within its corporate limits during certain times of the year; and

**WHEREAS**, SB1158 was signed by the Governor on April 22, 2014, as an emergency measure that is necessary to preserve the public peace, health or safety, causing it to become immediately effective; and

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to amend the City Code to comply with the changes to State law.

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

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

SECTION 2. The Avondale City Code, Chapter 10 (Fire Prevention and Protection) Article IV (Fireworks), Section 10-44 (Definitions) is hereby amended as follows:

. . .

“Permissible Consumer Fireworks” means those Fireworks defined as such by ARIZ. REV. STAT. § 36-1601, as amended, ~~that may be sold within the City, even where the use of those items has been prohibited.~~

. . .

SECTION 3. The Avondale City Code, Chapter 10 (Fire Prevention and Protection) Article IV (Fireworks), Section 10-45 (Use of fireworks prohibited; exceptions) is hereby amended as follows:

(a) The use, discharge or ignition of fireworks within the corporate limits of the city is prohibited, EXCEPT THAT PERMISSIBLE CONSUMER FIREWORKS MAY BE USED DURING THE PERIODS OF JUNE 24 THROUGH JULY 6 AND DECEMBER 24 THROUGH JANUARY 3 OF EACH YEAR.

...

(d) Failure to comply with any permit requirements issued by the fire chief or authorized designee is a civil offense punishable by a base-civil fine of up to ~~seven hundred and fifty dollars~~ ONE THOUSAND DOLLARS (\$750 1,000) for each violation.

SECTION 4. The Avondale City Code, Chapter 10 (Fire Prevention and Protection) Article IV (Fireworks), Section 10-46 (Sale of fireworks) is hereby amended as follows:

(a) ~~No person shall sell, permit or authorize the sale of Permissible Consumer Fireworks to a person who is under sixteen (16) years of age~~ THE SALE OF FIREWORKS WITHIN THE CORPORATE LIMITS OF THE CITY IS PROHIBITED, EXCEPT THAT PERMISSIBLE CONSUMER FIREWORKS MAY BE SOLD DURING THE PERIODS OF MAY 20 THROUGH JULY 6 AND DECEMBER 10 THROUGH JANUARY 3 OF EACH YEAR.

(b) No person shall sell, permit or authorize the sale of Permissible Consumer Fireworks in conflict with State law. NOTHING IN THIS SECTION 10-46 OR IN THIS ARTICLE SHALL BE CONSTRUED TO PROHIBIT THE SALE OF NOVELTY ITEMS.

(C) NO PERSON SHALL SELL, PERMIT OR AUTHORIZE THE SALE OF PERMISSIBLE CONSUMER FIREWORKS TO A PERSON WHO IS UNDER SIXTEEN (16) YEARS OF AGE.

(D) PERMITS FOR THE SALE OF PERMISSIBLE CONSUMER FIREWORKS ARE REQUIRED AND MAY BE GRANTED BY THE FIRE CHIEF OR HIS AUTHORIZED DESIGNEE. VIOLATIONS OF THIS ARTICLE OR ARIZONA REVISED STATUTES, CHAPTER 13, ARTICLE 1, SHALL BE GROUNDS FOR IMMEDIATE REVOCATION OF SUCH PERMIT.

(E) THE STORAGE OF FIREWORKS WITHIN THE CORPORATE LIMITS OF CITY SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS 1124, 2006 EDITION, AS AMENDED.

SECTION 5. The Avondale City Code, Chapter 10 (Fire Prevention and Protection) Article IV (Fireworks), Section 10-47 (Posting of signs by persons engaged in the sale of fireworks; civil penalty) is hereby deleted in its entirety and replaced with a new Section 10-47 (Authority to enforce violations of this article; means of enforcement) to read as follows:

(A) THE FIRE CHIEF OR HIS AUTHORIZED DESIGNEE, A CITY POLICE OFFICER, A CITY CODE ENFORCEMENT OFFICER, A CITY PARK RANGER OR THE CITY PROSECUTOR MAY ISSUE CIVIL COMPLAINTS TO ENFORCE VIOLATIONS OF THIS ARTICLE DESIGNATED AS CIVIL OFFENSES.

(B) ANY PERSON AUTHORIZED PURSUANT TO THIS SECTION 10-47 TO ISSUE A CIVIL COMPLAINT MAY ALSO ISSUE A NOTICE OF VIOLATION SPECIFYING ACTIONS TO BE TAKEN AND THE TIME IN WHICH THEY ARE TO BE TAKEN TO AVOID ISSUANCE OF A CIVIL COMPLAINT.

SECTION 6. The Avondale City Code, Chapter 10 (Fire Prevention and Protection) Article IV (Fireworks), Section 10-48 (Authority to enforce violations of this article; means of enforcement) is hereby deleted in its entirety and replaced with a new Section 10-48 (Liability for emergency responses related to use of fireworks) to read as follows:

(A) A PERSON WHO USES, DISCHARGES OR IGNITES PERMISSIBLE CONSUMER FIREWORKS, FIREWORKS OR ANYTHING THAT IS DESIGNED OR INTENDED TO RISE INTO THE AIR AND EXPLODE OR TO DETONATE IN THE AIR OR TO FLY ABOVE THE GROUND, IS LIABLE FOR THE EXPENSES OF ANY EMERGENCY RESPONSE THAT IS REQUIRED BY SUCH USE, DISCHARGE OR IGNITION. THE FACT THAT A PERSON IS CONVICTED OR FOUND RESPONSIBLE FOR A VIOLATION(S) OF THIS ARTICLE IS PRIMA FACIE EVIDENCE OF LIABILITY UNDER THIS SECTION 10-48.

(B) THE EXPENSES OF AN EMERGENCY RESPONSE ARE A CHARGE AGAINST THE PERSON LIABLE FOR THOSE EXPENSES PURSUANT TO SUBSECTION (A) OF THIS SECTION 10-48. THE CHARGE CONSTITUTES A DEBT OF THAT PERSON AND MAY BE COLLECTED PROPORTIONATELY BY THE PUBLIC AGENCIES, FOR-PROFIT ENTITIES OR NOT-FOR-PROFIT ENTITIES THAT INCURRED THE EXPENSES. THE LIABILITY IMPOSED UNDER THIS SECTION 10-48 IS IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER LIABILITY OR PENALTY THAT MAY BE IMPOSED.

SECTION 7. The Avondale City Code, Chapter 10 (Fire Prevention and Protection) Article IV (Fireworks), Section 10-49 (Liability for emergency responses related to use of fireworks) is hereby deleted in its entirety and replaced with a new Section 10-49 (Penalty) to read as follows:

UNLESS OTHERWISE SPECIFICALLY SET FORTH IN THIS ARTICLE, THE CIVIL PENALTY FOR VIOLATING ANY PROHIBITION OR REQUIREMENT IMPOSED BY THIS ARTICLE IS A BASE FINE OF ONE THOUSAND DOLLARS (\$1,000.00) FOR EACH VIOLATION.

SECTION 8. The immediate operation of this Ordinance is necessary to ensure public health and safety by complying with the statewide declaration of an emergency; therefore, an emergency is hereby declared to exist. This Ordinance shall be in full force and effect from and after its passage and approval by the City Council as required by law, and this Ordinance is

hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. 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, June 2, 2014.

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Frank Scott, Vice Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

**Article IV – Fireworks.**

- 10-44 Definitions
- 10-45 Use of fireworks prohibited; exceptions
- 10-46 Sale of fireworks
- 10-47 Authority to enforce violations of this article; means of enforcement
- 10-48 Liability for emergency responses related to use of fireworks
- 10-49 Penalty

**Section 10-44 - Definitions.** The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

**“Consumer Firework”** means those fireworks defined as such by ARIZ. REV. STAT. § 36-1601, as amended.

**“Display Firework”** means those fireworks defined as such by ARIZ. REV. STAT. § 36-1601, as amended.

**“Expenses of an Emergency Response”** means reasonable costs directly incurred by public agencies, for-profit entities or not-for-profit entities that make an appropriate emergency response to an incident.

**“Fireworks”** means any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including a consumer firework, display firework or permissible consumer firework as defined by ARIZ. REV. STAT. § 36-1601, as amended.

**“Novelty Items”** means federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices, sparklers, and certain toys excluded from the definition of fireworks, as fireworks is defined in ARIZ. REV. STAT. § 36-1601, as amended.

**“Permissible Consumer Fireworks”** means those fireworks defined as such by ARIZ. REV. STAT. § 36-1601, as amended.

**“Reasonable Costs”** includes the costs of providing police, fire fighting, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

**“Supervised Public Display”** means a monitored performance of display fireworks open to the public and authorized by permit by the fire chief or authorized designee.

**Section 10-45 - Use of Fireworks prohibited; exceptions.**

(a) The use, discharge or ignition of fireworks within the corporate limits of the city is prohibited, except that permissible consumer fireworks may be used during the periods of June 24 through July 6 and December 24 through January 3 of each year.

(b) Nothing in this Section 10-45 or in this article shall be construed to prohibit the use, discharge or ignition of novelty items or the occurrence of a supervised public display of fireworks.

(c) Permits may be granted by the fire chief or his authorized designee for conducting a properly supervised public display of fireworks. Every such supervised public display of fireworks shall be of such character and so located, discharged or fired, only after proper inspection and in a manner that does not endanger persons, animals or property. A permit shall not be issued, and may be revoked, during time periods of high fire danger warnings as declared by the United States National Weather Service. The fire chief or authorized designee has authority to impose conditions on any permits granted.

(d) Failure to comply with any permit requirements issued by the fire chief or authorized designee is a civil offense punishable by a fine of up to seven hundred and fifty dollars (\$750.00) for each violation.

**Section 10-46 - Sale of fireworks.**

(a) The sale of fireworks within the corporate limits of the city is prohibited, except that permissible consumer fireworks may be sold during the periods of May 20 through July 6 and December 10 through January 3 of each year.

(b) Nothing in this section 10-46 or in this article shall be construed to prohibit the sale of novelty items.

(c) No person shall sell, permit or authorize the sale of permissible consumer fireworks to a person who is under sixteen (16) years of age.

(d) Permits for the sale of permissible consumer fireworks are required and may be granted by the fire chief or authorized designee. Violations of this article or Arizona Revised Statute, Chapter 13, Article 1, shall be grounds for immediate revocation of such permit.

(e) The storage of fireworks within the corporate limits of the city shall be in accordance with the National Fire Protection Association Standards 1124, 2006 Edition, as amended.

(f) No person shall sell, permit or authorize the sale of permissible consumer fireworks in conflict with state law.

**Section 10-47 - authority to enforce violations of this article; means of enforcement.**

(a) The fire chief or his authorized designee, a city police officer, a city code enforcement officer, a city park ranger or the city prosecutor may issue civil complaints to enforce violations of this article designated as civil offenses.

(b) Any person authorized pursuant to this section 10-47 to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil complaint.

**Section 10-48 - Liability for emergency responses related to use of fireworks.**

(a) A person who uses, discharges or ignites permissible consumer fireworks, fireworks or anything that is designed or intended to rise into the air and explode or to detonate in the air or to fly above the ground, is liable for the expenses of any emergency response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this article is prima facie evidence of liability under this section 10-49.

(b) The expenses of an emergency response are a charge against the person liable for those expenses pursuant to subsection (a) of this section 10-48. The charge constitutes a debt of that person and may be collected proportionately by the public agencies, for-profit entities or not-for-profit entities that incurred the expenses. The liability imposed under this section 10-48 is in addition to and not in limitation of any other liability that may be imposed.

**Section 10-49 - Penalty.**

Unless otherwise specifically set forth in this article, the penalty for violating any prohibition or requirement imposed by this article is a fine of one thousand dollars (\$1,000.00).



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3196-614 - Authorizing Signatories on  
City Bank Accounts

**MEETING DATE:**

6/2/2014

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**TO:** Mayor and Council**FROM:** Kevin Artz**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting Council adopt a resolution authorizing the Mayor, Vice-Mayor, City Manager, City Clerk, and Finance and Budget Director to execute checks and other items for and on behalf of the City.

**DISCUSSION:**

With the resignation of Mayor Rogers, it is necessary to update the authorized signors for the City's bank accounts.

Upon seating of the new Mayor, new bank signature cards will need to be completed with the bank. The attached resolution has blanks for the Mayor and Vice-Mayor. Staff is recommending that Council's motion include language to complete the Resolution, once a Mayor has been seated.

Staff is also recommending the elimination of the requirement that an elected official and administrative official sign all checks over \$1,000. Dual signatures on checks was an internal control procedure designed to help deter fraud. However, with the advent of facsimile signatures and accounting software that converts blank paper stock into a signed check, there are more effective internal control procedures to help deter fraud. Staff is recommending that checks only require one signature from an administrative official. This will help to reduce future costs and facilitate a smooth transition when elected officials change office.

**RECOMMENDATION:**

Staff recommends that Council adopt a resolution authorizing the Mayor, Vice-Mayor, City Manager, City Clerk, and Finance and Budget Director to execute checks and other items for and on behalf of the City.

**ATTACHMENTS:****Description**

[Resolution 3196-614](#)

**RESOLUTION NO. 3196-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE MAYOR, THE VICE-MAYOR, THE CITY MANAGER, THE FINANCE AND BUDGET DIRECTOR AND THE CITY CLERK TO EXECUTE CHECKS AND OTHER ITEMS FOR AND ON BEHALF OF THE CITY OF AVONDALE; AUTHORIZING THE FINANCE AND BUDGET DIRECTOR TO AUTHORIZE CERTAIN ELECTRONIC PAYMENTS AND TRANSFERS OF FUNDS; AND DECLARING AN EMERGENCY.

**WHEREAS**, it is necessary that officers of the City of Avondale (the “City”) be duly authorized to execute checks, electronic payments, transfers and other items relating to certain bank accounts of the City; and

**WHEREAS**, by Resolution 2543-106, the City authorized the Mayor, Vice Mayor, City Manager, City Clerk and Finance Director to sign checks on behalf of the City; and

**WHEREAS**, the financial institutions with which the City does its banking have requested that the City’s prior resolution be amended to include the names of the individuals holding the authorized positions.

**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.** Effective June 3, 2014, the Mayor of the City, \_\_\_\_\_, is hereby authorized to execute checks and other items for and on behalf of this municipal corporation and is further authorized to endorse checks and other items payable to this municipal corporation for deposit.

**SECTION 3.** Effective June 3, 2014, the Vice-Mayor of the City, \_\_\_\_\_, is hereby authorized to execute checks and other items for and on behalf of this municipal corporation and is further authorized to endorse checks and other items payable to this municipal corporation for deposit.

**SECTION 4.** Effective June 3, 2014, the Acting City Manager of the City, David Fitzhugh, is hereby authorized to execute checks and other items for and on behalf of this municipal corporation and is further authorized to endorse checks and other items payable to this municipal corporation for deposit.

SECTION 5. Effective June 3, 2014, the City Clerk of the City, Carmen Martinez, is hereby authorized to execute checks and other items for and on behalf of this municipal corporation and is further authorized to endorse checks and other items payable to this municipal corporation for deposit.

SECTION 6. Effective June 3, 2014, the Finance and Budget Director of the City, Kevin Artz, or his authorized designee, is hereby authorized to (i) execute checks and other items for and on behalf of this municipal corporation and is further authorized to endorse checks and other items payable to this municipal corporation for deposit, (ii) execute ACH (or other electronic means) and wire transfers for and on behalf of this municipal corporation and (iii) execute transfers from the City operating account to (a) the City's payroll, the City's investments and other City accounts or (b) any other account as directed by the City Council.

SECTION 7. This Resolution applies to all City bank accounts held in any bank or other financial institution.

SECTION 8. Checks drawn upon the City account shall bear the signature of the Mayor, the Vice-Mayor, the City Manager, the City Finance and Budget Director, or the City Clerk.

SECTION 9. The immediate operation of this Resolution is necessary for the preservation of the public peace and welfare by ensuring that City operations continue uninterrupted. An emergency is hereby declared to exist and this Resolution shall be in full force and effect from and after the passage by the Council and approval by the Mayor.

SECTION 10. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 2, 2014.

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Frank Scott, Vice Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



## CITY COUNCIL AGENDA

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**SUBJECT:**

Update on the Wigwam Creek South Annexation

**MEETING DATE:**

6/2/2014

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**TO:** Mayor and Council

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

**THROUGH:** David Fitzhugh, Acting City Manager

**PURPOSE:**

Staff will provide Council an update regarding the proposed Wigwam Creek South annexation.

**BACKGROUND:**

On July 2, 2012, the Avondale City Council approved an Intergovernmental Agreement (IGA) with the City of Litchfield Park relating to the annexation/de-annexation of the Wigwam Creek South subdivision. The IGA set forth the multiple steps that would be taken by each jurisdiction to ultimately result in the annexation of the subdivision. The Litchfield Park City Council subsequently approved the IGA on August 15, 2012. All of the required steps as outlined within the IGA were fulfilled by both the Cities of Avondale and Litchfield Park, including the adoption of ordinances for the annexation and de-annexation of Right-of-ways, public hearings, and certification and filings in accordance with Arizona Revised Statutes. As required by State statute, a public hearing was held on June 17, 2013. The annexation petition signature gathering period started on June 20, 2013 and will expire on June 19, 2014. City staff committed to providing residents with factual information regarding the effect of the annexation. Staff set up a FAQ page on the city's website, [www.avondale.org/wcsannexation](http://www.avondale.org/wcsannexation). In addition, staff participated in various community meetings organized by the Wigwam Creek South and Bel Fleur HOAs to answer questions from residents.

**DISCUSSION:**

On April 2, 2014, staff received an email from representatives of the Wigwam Creek South subdivision and was informed that the owners of the multifamily property, Remington Ranch were not in support of the annexation and that they would cease their signature collection activities.

As stipulated within the IGA, if sufficient signatures are not obtained the City of Avondale must adopt an ordinance deannexing the Indian School Annexation Strip into Litchfield Park and Litchfield Park must adopt an ordinance annexing the Indian School Annexation Strip. The required actions must be completed within sixty (60) days and essentially returns everything to its original status.

Staff has been in contact with city representatives from Litchfield Park and has put together a proposed schedule taking into account summer meeting schedules and ordinance adoption requirements.

June 2, 2014	Update to the Avondale Council
June 18, 2014	First reading of annexation ordinance by LP
July 7, 2014	Avondale adopts deannexation ordinance
August 6, 2014	Second reading and adoption of annexation ordinance by LP
September of 2014 (after both ordinances are effective)	Submit letter to Board of Supervisors requesting approval of the deannexation/annexation. The Board of Supervisors must schedule a hearing between 30 and 60 days of receiving the request

**BUDGET IMPACT:**

There is no budgetary impact.

**RECOMMENDATION:**

For information and discussion only.