



# CITY COUNCIL AGENDA

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

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## REGULAR MEETING

June 16, 2014

7:00 PM

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

- 1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK
- 2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)
  - a. **RESOLUTION 3199-614 - HONORING MAYOR MARIE LOPEZ ROGERS**

- 3 UNSCHEDULED PUBLIC APPEARANCES

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

- 4 CONSENT AGENDA

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

- a. **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - CAPITAL EDGE ADVOCACY**

City Council will consider a request to approve the sixth amendment to the professional services agreement with CapitalEdge Inc. for federal advocacy services for FY 2015 in the amount of \$69,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

- b. **FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - REDBURN TIRE COMPANY**

City Council will consider a request to approve the first amendment to the Cooperative Purchasing Agreement with Redburn Tire Company to purchase tires and tire related services for a maximum aggregate amount not to exceed \$350,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

- c. **FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - FLEETPRIDE, INC.**

City Council will consider a request to approve the first amendment to the Cooperative Purchasing Agreement with FleetPride Phoenix to recognize the assumption of the current agreement with C.W. Carter Co. by FleetPride for the purchase of heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed \$230,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

- d. **COOPERATIVE PURCHASING AGREEMENT - WEST COAST EQUIPMENT, INC.**  
City Council will consider a request to approve a Cooperative Purchasing Agreement with West Coast Equipment, Inc. to purchase street sweeper brooms for a maximum aggregate amount not to exceed \$100,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.
- e. **COOPERATIVE PURCHASING AGREEMENT WITH SENERGY PETROLEUM, LLC**  
City Council will consider a request to approve a Cooperative Purchasing Agreement with Senergy Petroleum, LLC to purchase vehicle lubricants for a maximum aggregate amount not to exceed \$80,000 and authorize the Mayor or City Manager to execute the necessary documents. The Council will take the appropriate action.
- f. **FIRST AMENDMENT TO CONTRACT - AREA AGENCY ON AGING**  
City Council will consider a request to approve an amendment to Contract #2014-05-AVO to increase Area Agency Aging funding provided to the City of Avondale in the amount of \$4,125 and authorize the Mayor or City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.
- g. **FIRST AMENDMENT TO CONSTRUCTION CONTRACT – PIERSON CONSTRUCTION CORPORATION - CDBG STREET AND SIDEWALK IMPROVEMENTS**  
City Council will consider a request to approve the First Amendment to the Construction Contract with Pierson Construction Corporation for the CDBG Street and Sidewalk Improvements project in the amount of \$99,998.52, authorize the necessary transfers and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- h. **CONSTRUCTION CONTRACT AWARD - HOIST SYSTEMS INC.**  
City Council will consider a request to award a Construction Contract to Hoist Systems Inc. to install a crane in the water reclamation facility headworks building in the amount of \$131,619 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.
- i. **RESOLUTION 3198-614 - PILOT TESTING OF NITRATE TREATMENT PROCESSES WITH MINIMAL BRINE WASTE**  
City Council will consider a resolution authorizing a multi-funded research agreement with the Water Research Foundation and NCS Engineers for a pilot testing of nitrate treatment processes with minimal brine waste, authorizing the contribution of \$87,500 in cash and \$42,640 in services and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.
- j. **RESOLUTION 3200-614 - BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**  
City Council will consider a resolution approving a memorandum of understanding relating to an Edward Byrne Memorial Justice Assistance Grant Program for law enforcement enhancement activities and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- k. **ORDINANCE 1547-614 - AMENDMENT TO CITY CODE CHAPTER 20 - RELATING TO THE SALE OF FIREARMS**  
City Council will consider an ordinance amending the Avondale City Code Chapter 20, Section 20-60 relating to the disposition of firearms. The Council will take the appropriate action.

**5 RESOLUTION 3201-614 - DEVELOPMENT AGREEMENT - AG/RW – ENTORNO, LCC**

City Council will consider a resolution adopting a Development Agreement with AG/RW – Entorno, LLC for the relocation and undergrounding of the SRP irrigation canal running parallel to 99th Avenue and authorize the Mayor or City Manager and City Clerk to execute the agreement. The Council will take appropriate action.

**6 PUBLIC HEARING AND ORDINANCE 1548-614 – REZONING FOR PARKSIDE VILLAGE PAD ZONING**

City Council will hold a public hearing and consider a request by Ms. Jordan Rose, Rose Law Group, for rezoning of Parkside Village, a property of approximately 163 gross acres of land at the southwest corner of 99th Avenue and Indian School Road, from Planned Area Development (PAD) to PAD. If the rezoning is approved, the Parkside Village Development Plan will replace the expired Development Plan of the previous PAD and will provide for uses, development and design requirements, and phasing for a mixed used development of single-family residential detached and attached, multi-family residential, commercial, and office. The Council will take appropriate action.

**7 PUBLIC HEARING – TIME EXTENSION FOR AVONDALE COMMERCE PARK PAD ZONING - ALTERNATIVELY ORDINANCE 1550-614 - ZONING REVERSION**

City Council will hold a public hearing and consider a request by Mr. Michael J. Curley of Earl, Curley, and Lagarde, P.C., for a one-year extension of PAD zoning for Avondale Commerce Park, located on approximately 80 acres of land at the northeast corner of 103rd Avenue and Van Buren Street; alternatively, the Council will consider an ordinance reverting the zoning of the property to Agricultural (AG). The Council will take appropriate action.

**8 PUBLIC HEARING - TIME EXTENSION FOR DIAMOND P RANCH PAD ZONING - ALTERNATIVELY ORDINANCE 1549-614 - ZONING REVERSION**

City Council will hold a public hearing and consider a request by Ms. Carolyn Oberholtzer, Bergin, Frankes, Smalley & Oberholtzer, for a one-year extension of PAD zoning for Diamond P Ranch, located on approximately 244 acres of land south and west of the southwest corner of Avondale Boulevard and Lower Buckeye Road; alternatively, the Council will consider an ordinance reverting the zoning of the property back to Agricultural (AG). The Council will take appropriate action.

**9 RESOLUTION 3202-614 AND ORDINANCE 1551-614 - 2014 DEVELOPMENT IMPACT FEES**

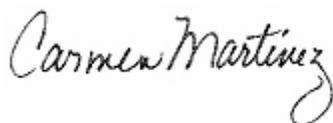
City Council will consider a resolution declaring as a public record the "2014 Development Impact Fee Ordinance of the City of Avondale" and an ordinance adopting the same and amending the City Code Chapter 26, Development Fees. The Council will take appropriate action.

**10 PUBLIC HEARING - FINAL FY 2014-2015 BUDGET AND PROPERTY TAX LEVY**

City Council will hold a public hearing on the proposed property tax levy and adoption of the final budget for fiscal year 2014-2015 in the amount of \$178,984,760. The Council will take appropriate action.

**11 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.

**RESOLUTION NO. 3199-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING MAYOR MARIE LOPEZ ROGERS FOR OVER EIGHTEEN YEARS OF LEADERSHIP AND DEDICATED SERVICE TO THE CITY OF AVONDALE.

**WHEREAS**, Mayor Marie Lopez Rogers answered the call to public service in January of 1996, serving in the capacity of Avondale Council Member and Vice Mayor until January 2006 when she was appointed as the City's 19th Mayor and its first Latina Mayor; and

**WHEREAS**, Mayor Lopez Rogers served the City, its residents and employees with honor and integrity during a time of great change and unsurpassed growth in the history of Avondale; and

**WHEREAS**, during her tenure, Mayor Lopez Rogers served on numerous regional committees representing Avondale at the Maricopa Association of Governments, the League of Arizona Cities and Towns, the Greater Phoenix Economic Council, WestMarc, the Luke West Valley Council and many others; and

**WHEREAS**, Mayor Lopez Rogers also served on various national committees, including as President of the National League of Cities, member of the National Association of Latino Elected Officials and board member of the National Association of Regional Councils to ensure that both Avondale and Arizona were represented; and

**WHEREAS**, Mayor Lopez Rogers was recognized for her accomplishments as a leader in public service and was awarded the Public Service Award by the Hispanic Leadership Institute-West, the Valle Del Sol Profiles of Success Special Recognition Award and the Jacque Steiner Public Leadership Award, and she was recognized as one of Arizona's Trailblazing Latinas and honored by Chicanos Por La Causa as a woman who exemplified the *Art of Being a Woman*; and

**WHEREAS**, through her leadership and commitment to increasing educational opportunities for our youngest residents, Mayor Lopez Rogers embraced the Kids at Hope philosophy, making Avondale the first Kids at Hope city nationwide; and

**WHEREAS**, Mayor Lopez Rogers fostered a spirit of unity among her fellow colleagues on the City Council and City staff, providing a clear vision for a strong and diverse community that is forward-thinking and that will continue to aspire, achieve and accelerate; and

**WHEREAS**, although Mayor Lopez Rogers resigned her role as Mayor on May 27, 2014, she will undoubtedly continue to be involved in her community and continue to advocate for the residents of Avondale and the Southwest Valley as she embraces her new role as the Maricopa County Supervisor for District 5.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation for Marie Lopez Rogers' years of leadership and dedication to the City of Avondale and its residents and wishes her all the best and much success in her future endeavors.

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 16, 2014.

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Kenneth N. Weise, 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:**

Amendment to Professional Services Agreement  
- Capital Edge Advocacy

**MEETING DATE:**

6/16/2014

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**TO:** Mayor and Council**FROM:** Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is seeking Council's approval of Sixth Amendment to the contract with CapitalEdge Inc. for federal advocacy services for FY 2015 in the amount of \$69,000. Furthermore, Council is requested to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

Capital Edge Advocacy is a Washington, D.C.- based advocacy consulting firm specializing in representing municipal governments. The firm has represented Avondale's interests at the federal level since December 2009.

**DISCUSSION:**

CapitalEdge has been instrumental in helping the City of Avondale advance public policy issues before the U.S. Congress that help to improve the city's economic environment and improve the quality of life for Avondale residents. For example, CapitalEdge has engaged in direct dialogue and correspondence with our Senators and Congressional members on issues such as the Marketplace Fairness Act, Municipal Bonds, CDBG & HOME funds, and Federal Transit Funding. CapitalEdge has previously played a key role in the city's dialogue with HUD regarding the Neighborhood Stabilization Program. Additionally, CapitalEdge is continually engaged in helping the city seek out federal grants, and helps advise the city on national policy issues to ensure that those policies are consistent with the City's policies and the Council's goals and objectives.

**BUDGET IMPACT:**

The City shall pay CapitalEdge an amount not to exceed \$69,000 for continued services. The City shall pay the Consultant in equal monthly payments of \$5,750.00 for its services undertaken on behalf of the City. Funding is included in the FY 2014-2015 budget line item 101-5130-00-6180.

**RECOMMENDATION:**

Staff recommends that the City Council approve the Sixth Amendment to the Professional Services Agreement with CapitalEdge for FY 2014-2015 in the amount of \$69,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[PSA - CapitalEdge](#)

**SIXTH AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CAPITAL EDGE ADVOCACY INC.**

THIS SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Sixth Amendment”) is made as of June 16, 2014, between the City of Avondale, an Arizona municipal corporation (the “City”), and Capital Edge Advocacy Inc., a Washington, D.C. corporation, f/k/a CapitalEdge Advocacy LLC, a Washington, D.C. limited liability company (the “Consultant”).

RECITALS

A. The City and Consultant entered into a Professional Services Agreement dated December 14, 2009, which agreement has been amended five times by the First Amendment dated January 5, 2010, Second Amendment dated November 15, 2010, Third Amendment dated June 20, 2011, Fourth Amendment dated July 2, 2012, and Fifth Amendment dated June 17, 2013 (collectively, the “Agreement”), for federal lobbyist and information services (the “Services”).

B. The City and the Consultant have determined that it is necessary to amend the Agreement to (i) continue the Consultant’s performance of the Services on behalf of the City beyond the expected end date (the “Continued Services”), (ii) extend the term of the Agreement to permit performance of the Continued Services and (iii) authorize additional compensation to the Consultant for the Continued Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is extended from July 1, 2014 through June 30, 2015.
2. Compensation. The City shall pay Consultant an aggregate amount not to exceed \$69,000.00 for the Continued Services.
3. Payments. The City shall pay the Consultant in equal monthly payments of \$5,750.00, based upon work or other efforts undertaken on behalf of the City and upon submission and approval of monthly reports. All monthly reports shall describe all work or other efforts undertaken on behalf of the City justifying payment therefor.

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

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

6. Conflict of Interest. The Agreement and this Sixth Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
David W. Fitzhugh, Acting City Manager

ATTEST:

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

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

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

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

**“Consultant”**

CAPITAL EDGE ADVOCACY INC.,  
a Washington, D.C. corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(ACKNOWLEDGEMENT)

DISTRICT OF COLUMBIA        )  
  ) ss.  
  )

On \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, the \_\_\_\_\_ of CAPITAL EDGE ADVOCACY  
INC., a Washington, D.C. corporation, whose identity was proven to me on the basis of  
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she  
signed the above document on behalf of the corporation.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)



## CITY COUNCIL AGENDA

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**SUBJECT:**

First Amendment to Cooperative Purchasing Agreement - Redburn Tire Company

**MEETING DATE:**

6/16/2014

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**TO:** Mayor and Council

**FROM:** Cindy Blackmore, Acting Public Works Director, 623-333-4410

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

**PURPOSE:**

City Council will consider a request to approve the first amendment to the Cooperative Purchasing Agreement with Redburn Tire Company (Redburn) to purchase tires and tire related services for a maximum aggregate amount not to exceed \$350,000, over the life of the contract, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City entered into a cooperative purchasing agreement with Redburn on November 19, 2012 through the Western States Cooperative Purchasing Alliance (WSCA) which entered into a contract with Bridgestone Americas Tire Operations, LLC to supply tires and tire related services through its authorized local dealers. Redburn is an authorized local dealer in the Phoenix Metro area. The WSCA contract contains cooperative use language which extends the use of the contracts to affiliated municipalities. The initial term of the contract was in effect until September 2013 and is currently in the first of the four (4) successive one-year automatic renewal options.

**DISCUSSION:**

In order to properly maintain City vehicles and equipment, Fleet Services must purchase tires and tire related services from qualified vendors. Redburn is a current registered vendor with the City and has satisfactorily supplied the City with products in the past.

**BUDGET IMPACT:**

The current contract allows for a maximum of \$50,000 per fiscal year. Staff is requesting an increase of \$25,000 for a maximum of \$75,000 per fiscal year in expenditures for necessary tires and tire related services, for a cumulative total over the remaining term of the contract not to exceed \$350,000, subject to budget approval.

Expenditures relating to this contract are budgeted in line item 606-5200-00-7430 Tires, Tubes and Batteries.

**RECOMMENDATION:**

Staff recommends that the City Council approve the first amendment to the Cooperative Purchasing Agreement with Redburn Tire Company to purchase tires and tire related services for a maximum aggregate amount not to exceed \$350,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:****Description**

[First Amendment to Cooperative Purchasing Agreement](#)

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
REDBURN TIRE COMPANY**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of June 16, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Redburn Tire Company, an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the Western States Contracting Alliance ("WSCA") through its lead state, the State of Utah, entered into Contract No. MA 210 with Bridgestone Americas Tire Operations, LLC ("Bridgestone") for the purchase of tire, tubes and tire-related services.

B. As a participating entity of WSCA, the State of Arizona ("State") entered into Contract No. ADSPO12-021289 with Bridgestone, effective May 31, 2012 (the "State Contract"), for the purchase of tires and tire-related services.

C. The State Contract permits Bridgestone to provide tires and tire-related services to the State through local authorized dealers by way of a dealer agreement. The Contractor is a local dealer of Bridgestone and is authorized to provide tire and tire-related services under the State Contract.

D. The City and the Contractor entered into a Cooperative Purchasing Agreement dated November 19, 2012, based upon the State Contract (the "Agreement"), for the Contractor to provide the City with tires and tire-related services (the "Materials and Services").

E. The City has determined that additional Materials and Services by the Contractor are necessary.

F. The City and the Contractor desire to enter into this First Amendment to provide for the cost of and purchase additional Materials and Services.

AGREEMENT

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

1. Compensation. The City shall increase the compensation to Contractor by \$25,000.00, from \$50,000.00 to an aggregate amount not to exceed \$75,000.00 for the current Term and each Renewal Term (if any) for the Materials and Services at the rates as set forth in the State Contract, resulting in an increase of the total compensation, from \$250,000.00 to an aggregate amount not to exceed \$350,000.00.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
David W. Fitzhugh, Acting City Manager

ATTEST:

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

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

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]





## CITY COUNCIL AGENDA

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**SUBJECT:**

First Amendment to Cooperative Purchasing Agreement - FleetPride, Inc.

**MEETING DATE:**

6/16/2014

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**TO:** Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director 623-333-4410**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

City Council will consider a request to amend a Cooperative Purchasing Agreement with FleetPride Phoenix to recognize the assumption of the current agreement with C.W. Carter Co. by FleetPride; to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed \$230,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City entered into a contract with C.W. Carter Co. on August 8, 2011 as a cooperative purchasing agreement through Maricopa County. The City was notified on March 31, 2014, that FleetPride Phoenix had assumed ownership of C.W. Carter Co. and would continue to honor the terms of the current contract. The initial term of the contract was in effect until July 2013 and is currently in the first year of the three (3) renewal terms. The Maricopa County contract contains cooperative use language which extends the use of the contracts to municipalities.

**DISCUSSION:**

With new mandates from the Environmental Protection Agency (EPA) as it relates to diesel engines, the City has been required to expend more funds than anticipated to properly service diesel vehicles and equipment which now utilize diesel exhaust fluid. In order to properly maintain City vehicles and equipment, Fleet Services must purchase parts, supplies and services from qualified vendors. FleetPride Phoenix is a current registered vendor with the City and has satisfactorily supplied the City with parts and service since its purchase of C.W. Carter Co.

**BUDGET IMPACT:**

Staff estimates maximum expenditures for necessary parts and services of \$50,000 per fiscal year, an increase of \$10,000 per fiscal year, increasing the cumulative total over the contract period from \$200,000 to \$230,000, subject to budget approval.

Funding is typically available in line items: 606-5200-00-6330 Contractual Maintenance Vehicles and 606-5200-00-7410 Parts for expenditures related to this agreement.

**RECOMMENDATION:**

Staff recommends that the City Council approve the amendment to the Cooperative Purchasing Agreement with FleetPride Phoenix to recognize FleetPride Phoenix's assumption of the current contract with C.W. Carter Co.; to purchase heavy duty truck, construction and agricultural/industrial

fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed \$230,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Description**

[Amendment to Cooperative Purchasing Agreement](#)

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FLEETPRIDE, INC.**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of June 16, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Fleetpride, Inc., an Alabama corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, a political subdivision of the State of Arizona (the "County"), entered into Contract Serial No. 10018-C dated January 27, 2011, as amended on February 2, 2011, and October 4, 2013, with Westpac Heavy Duty, Inc., an Arizona corporation, d/b/a C. W. Carter Company ("Carter") for Carter to provide heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories (collectively, the "County Contract").

B. The City and Carter entered into a Cooperative Purchasing Agreement dated August 8, 2011, based upon the County Contract (the "Agreement"), for Carter to provide the City with heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories on an "as-required basis" (the "Parts and Services").

C. The Contractor acquired all of the Carter's assets on May 13, 2012, and assumed the role as Contractor for the Agreement with the City.

D. The City has determined that additional Parts and Services by the Contractor are necessary.

E. The City and the Contractor desire to enter into this First Amendment to (i) change the Contractor's name on the Agreement and (ii) provide for the cost of and purchase additional Parts and Services.

AGREEMENT

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

1. Compensation. The City shall increase the compensation to Contractor by \$30,000.00 for the Parts and Services at the rates as set forth in the State Contract, resulting in an

increase of the total compensation, from \$200,000.00 to an aggregate amount not to exceed \$230,000.00.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
David W. Fitzhugh, Acting City Manager

ATTEST:

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

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

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]





## CITY COUNCIL AGENDA

---

**SUBJECT:**

Cooperative Purchasing Agreement - West Coast Equipment, Inc.

**MEETING DATE:**

6/16/2014

---

**TO:** Mayor and Council

**FROM:** Cindy Blackmore, Acting Public Works Director 623-333-4410

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

**PURPOSE:**

City Council will consider a request to approve a Cooperative Purchasing Agreement with West Coast Equipment, Inc. to purchase street sweeper brooms for a maximum aggregate amount not to exceed \$100,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

After a competitive procurement process, the City of Tempe entered into a contract with West Coast Equipment, Inc. to supply new and refurbished street sweeper brushes. The initial term of the contract is in effect until May 2015 and provides for three (3) successive one-year automatic renewal options. The City of Tempe contract contains cooperative use language which extends the use of the contract to affiliated municipalities.

**DISCUSSION:**

In order to maintain Avondale's street infrastructure it is necessary to operate highly functioning street sweeper equipment. West Coast Equipment, Inc., is a current registered vendor with the City and has satisfactorily supplied the City with products in the past. Staff is seeking authorization to enter into a cooperative purchasing agreement and to renew the agreement subject to the terms and conditions in the agreement.

**BUDGET IMPACT:**

Staff estimates maximum annual expenditures of \$25,000 for necessary street sweeper brooms per fiscal year, for a cumulative total over the contract period not to exceed \$100,000, subject to budget approval.

Funding for these expenditures is typically included in the following line item: 606-5200-00-7410.

**RECOMMENDATION:**

Staff recommends the City Council approve a Cooperative Purchasing Agreement with West Coast Equipment, Inc., to purchase street sweeper brooms for a maximum aggregate amount not to exceed \$100,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[CPA - West Coast Equipment, Inc.](#)

CPA – WEST COAST EQUIPMENT

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/34620>



## CITY COUNCIL AGENDA

---

**SUBJECT:**

Cooperative Purchasing Agreement with Senergy Petroleum, LLC

**MEETING DATE:**

6/16/2014

---

**TO:** Mayor and Council

**FROM:** Cindy Blackmore, Acting Public Works Director 623-333-4410

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

**PURPOSE:**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Senergy Petroleum, LLC to purchase vehicle lubricants for a maximum aggregate amount not to exceed \$80,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

After a competitive procurement process, the State of Arizona-through its Department of Transportation-entered into a contract with Senergy Petroleum, LLC to supply vehicle lubricants. The initial term of the contract is in effect until December 2014 and provides for two (2) successive one-year automatic renewal options. The State contract contains cooperative use language which extends the use of the contracts to municipalities.

**DISCUSSION:**

In order to maintain City vehicles and equipment, Fleet Services must purchase manufacturer-approved lubricants. Senergy Petroleum, LLC is a current registered vendor with the City and has satisfactorily provided products in the past as Brown Evans Distributing Company. Staff is seeking authorization to enter into a cooperative purchasing agreement and to renew the agreement subject to the terms and conditions in the agreement.

**BUDGET IMPACT:**

Staff estimates a maximum expenditure of \$20,000 through the initial term of the agreement and a maximum of \$30,000 per fiscal year for the remainder for the term of the contract for an aggregate amount not to exceed \$80,000, subject to budget approval.

Funding for this expenditures is typically provided for in line item: 606-5200-00-7425.

**RECOMMENDATION:**

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Senergy Petroleum, LLC to purchase vehicle lubricants for a maximum aggregate amount not to exceed \$80,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[CPA - Senergy Petroleum LLC](#)

CPA – SENERGY PETROLEUM 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/34621>



## CITY COUNCIL AGENDA

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**SUBJECT:**

First Amendment to Contract - Area Agency on Aging

**MEETING DATE:**

6/16/2014

---

**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 an amendment to Contract #2014-05-AVO to increase Area Agency Aging funding provided to the City of Avondale in the amount of \$4,125 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**DISCUSSION:**

The City of Avondale (the City) has contracted with Area Agency on Aging (AAA) to provide nutritional meals and activities for seniors and handicapped individuals for over twenty one (21) years. Services are provided to eligible residents in Avondale, Goodyear, and Litchfield Park. These services include the Congregate Meals Program, the Home Delivered Meals Program, and the Multipurpose Center Operations Program.

Each year AAA analyzes their organization's program budgets to determine if there are any surplus funds. Any available surplus funds are awarded to contract agencies that provide senior services. AAA has determined that there are surplus funds available in the current year and has awarded the City \$4,125 for the purchase of a laptop computer, kitchen supplies, and an exercise treadmill.

The funding allocation will be distributed as follows:

The congregate meal program will be increased by \$2,525 from \$82,586 to \$85,111 for the purchase of a laptop computer and kitchen supplies. The Multipurpose Center Operations program will be increased by \$1,600 from \$48,946 to \$50,546 for the purchase of an exercise treadmill. The funding will enhance current City senior programs.

The laptop will enhance access to web-based programming and facilitate the use of multi-media programs. Industrial grade microwave ovens (2), a blender (1), and a drink dispenser (1) will add more efficiency to the kitchen operation. The exercise treadmill will expand the senior exercise program by providing an additional exercise option for senior participants.

**BUDGET IMPACT:**

Approval of this action will increase the operating budget for the following line items for one time purchases as outlined in this report:

202-7120-00-7000 Congregate Meals increased by \$2,525 from \$82,586 to \$85,111

202-7122-00-7000 Multipurpose Center Operations increased by \$1,600 from \$48,946 to \$50,546

**RECOMMENDATION:**

Staff recommends that the City Council approve an amendment to Contract #2014-05-AVO to increase Area Agency Aging (AAA) funding provided to the City of Avondale (the City) in the amount of \$4,125 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**ATTACHMENTS:**

**Description**

[AAA Contract \(Amendment 1\)](#)

**CONTRACT FOR SERVICES BETWEEN**

**AMENDMENT 1**

**2014-05-AVO**

**Area Agency on Aging, Region One, Incorporated AND  
1366 E. Thomas Road, Suite 108  
Phoenix, Arizona 85014  
602-264-2255 fax: 602-230-9132**

**City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
623-333-1000 fax:623-333-0100**

**EFFECTIVE DATE OF THIS AMENDMENT:** April 1, 2014

**PURPOSE OF THE AMENDMENT:**

1. To increase Area Agency funding for Congregate Meals by \$2,525 from \$82,586 to \$85,111 for the purchase of a laptop computer equipment and kitchen supplies.
2. To increase Area Agency funding for Multipurpose Center Operations by \$1,600 from \$48,946 to \$50,546 for the purchase of treadmill equipment.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. IN WITNESS THEREBY OF SIGNATURE, THE PARTIES ENTER INTO THIS CONTRACT:

**AREA AGENCY ON AGING,  
REGION ONE, INCORPORATED**

**CITY OF AVONDALE**

---

Signature and Date

**Mary Lynn Kasunic, President & CEO  
Area Agency on Aging Director**

---

Signature and Date

**David Fitzhugh, Acting City Manager**

**CONTRACT SUMMARY**  
**FIXED PRICE WITH PRICE ADJUSTMENT**

CONTRACT #: 2014-05-AVO

CONTRACTOR: City of Avondale

Document *Amendment 1*

Contract Term July 1, 2013 to June 30, 2014

**Contract Payment Ceiling for All Services: TOTAL: \$ 304,689**

**CONTRACT OPERATING BUDGET**

<b>REVENUE</b>	<b>Congregate Meals</b>	<b>Home Delivered Meals</b>	<b>Multipurpose Operations</b>	<b>Transportation</b>
Area Agency	85,111	116,294	50,546	52,738
Project Income	2,280	2,000	-	70
Non-Fed Inkind	9,150	9,132	18,750	-
Non-Fed Cash	26,909	63,378	30,626	14,082
Other Federal	-	-	-	-
<b>TOTAL</b>	123,450	190,804	99,922	66,890
<b>EXPENSES</b>				
Personnel	45,795	69,134	52,322	38,029
ERE	16,980	19,179	15,630	8,122
Prof&Outside	-	-	-	-
Travel	-	10,002	-	17,809
Space	14,214	17,430	20,950	-
Equipment	1,600	-	1,600	-
Materials/Supl	39,305	65,376	2,300	200
Operating Svc	5,556	9,683	7,120	2,730
Indirect	-	-	-	-
<b>TOTAL</b>	123,450	190,804	99,922	66,890
Units	14,000	20,000	2,917	7,500
Unit Rate	\$ 8.82	\$ 9.54	\$ 34.26	\$ 8.92

**COMMUNICATION PAGE**  
*(not an integral page of the Contract)*

**5/21/14 EMAILED TO: [creams@avondale.org](mailto:creams@avondale.org)**  
**[esparks@avondale.org](mailto:esparks@avondale.org)      [smontague@avondale.org](mailto:smontague@avondale.org)**



## CITY COUNCIL AGENDA

---

**SUBJECT:**

First Amendment to Construction Contract –  
Pierson Construction Corporation - CDBG Street  
and Sidewalk Improvements

**MEETING DATE:**

6/16/2014

---

**TO:** Mayor and Council**FROM:** Charles Andrews, P.E., City Engineer, 623-333-4216**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff requests that the City Council approve the First Amendment to the Construction Contract with Pierson Construction Corporation for the CDBG Street and Sidewalk Improvements project in the amount of \$99,998.52, authorize the transfer of \$90,600 from CIP Street Fund Line Item 304-1307-00-8420, Van Buren, 119th Ave - El Mirage Mill/Overlay, to CIP Street Fund Line Item 304-1162-00-8420, CDBG, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On July 15, 2013, Council approved a Construction Contract with Pierson Construction Corporation (Pierson) to reconstruct streets to improve drainage, driving conditions, and the life expectancy of streets located within the project area including Harrison Drive, 1st, 2nd and 3rd Streets, and Brooke Lane.

**DISCUSSION:**

During construction, field conditions were encountered that were not anticipated in the original bid. The existing utilities in the Project area were extremely shallow. This included Southwest Gas and CenturyLink lines that had to be lowered. During the Project design, the existing utilities were potholed and found to be at adequate depth. However, during construction, utility lines that were in between pothole locations were found to be at a depth that is less than acceptable. The only viable option for moving forward with the construction was to lower these lines.

In addition, the existing waterline was also found to be very shallow. In some areas, the waterline was less than 2 feet deep and was within the area of subgrade preparation. Instead of abandoning the waterline in place as originally planned, it was determined that the best option would be to remove the waterline.

As a result of the above conditions, the Contract time was impacted and extended an additional 60 days.

**BUDGET IMPACT:**

Staff negotiated with Pierson on the change order conditions for each item. Change Order No. 1 is in the amount \$99,998.52. The total revised contract amount is \$1,413,285.

Funding in the amount of \$9,400 is available in CIP Street Fund Line Item 304-1162-00-8420, CDBG. Funding in the amount \$90,600 is available in CIP Street Fund Line Item 304-1307-00-8420, Van Buren, 119th Ave - El Mirage Mill/Overlay, and is proposed to be transferred to CIP Street Fund Line Item 304-1162-00-8420, CDBG.

**RECOMMENDATION:**

Staff recommends that the City Council approve the First Amendment to the Construction Contract with Pierson Construction Corporation for the CDBG Street and Sidewalk Improvements project in the amount of \$99,998.52, authorize the transfer of \$90,600 from CIP Street Fund Line Item 304-1307-00-8420, Van Buren, 119th Ave - El Mirage Mill/Overlay, to CIP Street Fund Line Item 304-1162-00-8420, CDBG, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Description**

[First Amendment](#)

[Vicinity Map](#)

**FIRST AMENDMENT  
TO  
CONTRACT NO. 13751C  
BETWEEN  
THE CITY OF AVONDALE  
AND  
PIERSON CONSTRUCTION CORPORATION**

THIS FIRST AMENDMENT TO CONTRACT NO. 13751C (this "First Amendment") is entered into as of May 9, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Pierson Construction Corporation, an Arizona corporation (the "Contractor").

RECITALS

A. The City and the Contractor entered into Contract No. 13751C dated July 15, 2013, for the Contractor to perform street and sidewalk improvements near Central Avenue and Harrison Drive in the City of Avondale (the "Agreement").

B. The City has determined that additional services by the Contractor are necessary (the "Additional Services").

C. The City and the Contractor desire to enter into this First Amendment to (i) modify the scope of work to include the Additional Services and (ii) increase the compensation to the Contractor for the Additional Services.

AGREEMENT

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

1. Scope of Work. Contractor shall provide the Additional Services as set forth in Change Order No. 1, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The City shall increase the compensation to Contractor by \$99,998.52 for the Additional Services at the rates set forth in Change Order No. 1, attached hereto as Exhibit 1, resulting in an increase of the total compensation from \$1,313,286.48 to an amount not to exceed \$1,413,285.00.

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



**“Contractor”**

PIERSON CONSTRUCTION CORPORATION,  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

On \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, the \_\_\_\_\_ of PIERSON CONSTRUCTION  
CORPORATION, an Arizona corporation, whose identity was proven to me on the basis of  
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she  
signed the above document on behalf of the corporation.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
CONTRACT NO. 13751C  
BETWEEN  
THE CITY OF AVONDALE  
AND  
PIERSON CONSTRUCTION CORPORATION

[Change Order No. 1]

See following page.

# CONSTRUCTION CONTRACT CHANGE ORDER

## CITY OF AVONDALE ENGINEERING DEPARTMENT

**Project Name:** CDBG Street and Sidewalk Improvements  
**City Project No.:** ST1162  
**Design Engineer:** City of Avondale

**CHANGE ORDER NO.:** 1      **Date:** April 30, 2014  
**Change Order Request No.:** N/A      **Date:** N/A

**CONTRACTOR:** Pierson Construction

**Original Contract Start Date:** August 22, 2013  
**Original Contract Completion Date:** February 18, 2014  
**Revised Contract Completion Date:** April 18, 2014

---

**CHANGE ORDER DESCRIPTION:** During construction field conditions were encountered that were not anticipated in the original bid. The existing utilities were extremely shallow. This included a Southwest Gas lines that had to be lowered and existing waterlines that had to be removed instead of abandoned in place. Total change order is not to exceed \$99,998.52

**REASON FOR CHANGE ORDER:** Field conditions.

### CONTRACT AMOUNT

Original Contract: \$ 1,313,286.48  
Previous C.O.'s: \$ 0.00  
This Change Order: \$ 99,998.52  
Total All C.O.'s: \$ 99,998.52  
Revised Contract: \$ 1,413,285.00

### CONTRACT TIME

Original Contract: 180 days  
Previous C.O.'s: 0 days  
This Change Order: 60 days  
Total All C.O.'s: 240 days  
Revised Contract: 240 days

---

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

### **CONTRACTOR:**

Pierson Construction

### **CITY OF AVONDALE:**

By: \_\_\_\_\_  
(signature) (date)

By: \_\_\_\_\_  
David W. Fitzhugh, Acting City Manager (date)

\_\_\_\_\_  
**Title**

**Attest:** \_\_\_\_\_  
Carmen Martinez, City Clerk (date)





## CITY COUNCIL AGENDA

---

**SUBJECT:**

Construction Contract Award - Hoist Systems Inc.

**MEETING DATE:**

6/16/2014

---

**TO:** Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director (623) 333-4410**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting that the City Council approve a request to award a Construction Contract to Hoist Systems Inc. to install a crane in the Water Reclamation Facility Headworks building in the amount of \$131,619 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

When the Water Reclamation Facility was expanded in 2008, some potential construction items were deleted due to budget constraints. One of these items was an overhead crane in the new headworks building. This crane would enable operators to remove and maintain the mechanical screens in the building. The plant expansion has been in operation for a few years, and staff is finding a need to install this crane to perform the maintenance needed on these screens. The crane has been designed to lift and remove the existing screens, and future screen when constructed.

**DISCUSSION:**

Invitation-for-Bid notices were published in the West Valley View on April 29 and May 6, 2014 and in the Arizona Business Gazette on May 1, 2014. A mandatory pre-bid meeting was held on May 12, 2014. One (1) bid was received and opened on May 21, 2014. Hoist Systems, Inc. submitted a bid for \$131,629. the attached Bid Tabulation Sheet shows the bid results.

Staff contacted references provided and Hoist Systems did receive positive recommendations. Staff contacted the Registrar of contractors and found no claims on file against this contractor or their subcontractor. Staff determined that Hoist Systems Inc. is competent and qualified for this project. A tentative construction schedule is as follows:

City Council approval 6/16/14  
Notice of Award 6/17/14  
Notice to Proceed 6/30/14  
Construction Complete 9/29/14

**BUDGET IMPACT:**

\$131,619 is available in account number 503-9230-00-8620.

**RECOMMENDATION:**

Staff recommends that the City Council award a Construction Contract to Hoist Systems Inc. to

install a crane in the Water Reclamation Facility Headworks building in the amount of \$131,619 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Description**

[Bid Tabulation](#)

**City of Avondale**  
**Invitation for Bid # PW 14-018**  
**Water Reclamation Facility Installation of Headworks Crane**  
**BID OPENING DATE: May 22, 2014**

				<b>Hoist Systems Inc.</b>	
<b>Item No.</b>	<b>Description of Materials and/or Services</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Installation of crane, electrical components and all other appurtenances complete in place.	LS	1	\$ 106,619	\$ 106,619
2	Allowance	Allow	1	\$ 25,000	\$ 25,000
	<b>TOTAL SUBMITTED BY BIDDER</b>				<b>\$ 131,619</b>
	Required attachments included?	Yes			



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3198-614 - Pilot Testing of Nitrate Treatment Processes with Minimal Brine Waste

**MEETING DATE:**

6/16/2014

---

**TO:** Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director (623) 333-4410**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting that the City Council adopt Resolution 3198-614 authorizing a Multi-funded Research Agreement with the Water Research Foundation (WRF) and NCS Engineers (NCS). The proposed research project will pilot test established nitrate treatment techniques together with newer strategies in an effort to ensure economically and environmentally sustainable drinking water.

**BACKGROUND:**

Under the authority of the Safe Drinking Water Act (SDWA), the United States Environmental Protection Agency (USEPA) establishes regulations on limiting contaminants that may be present in public water supplies and represent potential health risks. The USEPA has set a Maximum Contaminant Level (MCL) for nitrate of 10 mg/L, applicable at every entry point to the distribution system (EPDS). Nitrate in excess of the MCL in drinking water is an acute threat to public health, and nitrate contamination of groundwater is widespread in many communities that previously had agricultural uses.

Current treatment technologies such as ion exchange or reverse osmosis can alleviate the fundamental problem, but often create consequential issues such as the generation of waste streams which must be managed. Furthermore, utilities are required to meet water quality and waste disposal standards for these waste streams. For example; effluent from waste streams resulting from treatment operation and regeneration are required to meet standards set under the Resource Conservation and Recovery Act (RCRA) in determining hazardous waste status, surface water quality standards and total maximum daily load (TMDL) restrictions if discharged to a surface water body, and/or local limits set by waste water utilities if discharge to the sewer is the method of disposal. As such, disposal of brine is a significant portion of the cost of treatment.

Utilities often look toward non-treatment options as a first step, as these can be less complicated and less costly than implementing treatment facilities. Non-treatment options include wellhead protection, land use management, well inactivation, source modification, development of alternative sources, and blending. One drawback to some of these options is the loss of operational flexibility and system reliability.

The City's Wellhead Treatment Study completed in 2013 recommended that the City expand nitrate treatment at Gateway Booster Station and install nitrate treatment at Coldwater Booster Station. Further recommendations were to explore alternatives to provide a long-term strategy for how the

City will manage nitrates in its source water.

### **DISCUSSION:**

Currently the City uses one of the most common methods, ion exchange (IX), for treating nitrate contaminated groundwater. This method creates a secondary waste stream that must be managed and disposed of. The proposed research will investigate novel solutions to reduce or eliminate harmful byproducts, sludge and secondary waste streams to the benefit of our drinking water utility.

The pilot study will take place at the City's Coldwater Booster Station, 12533 W. Van Buren Street, and will include five (5) treatment trains. Each pilot train will be designed and operated at 5 gpm and be performed on three separate water sources with varying levels of nitrate.

The treatment trains will include; 1) IX using standard resin, 2) IX using nitrate selective resin, 3) IX using standard resin with brine reuse, 4) IX with nitrate selective resin with brine reuse, 5) Biological denitrification. Brine reuse will be achieved using Electrolytic Brine Denitrification which will allow the waste stream to be used up to 10 times reducing the amount of brine that needs to be disposed. The biological denitrification process will reduce nitrates to nitrogen gas without the production of any waste.

The water sources being used will be city wells 15, 16, and 25. We selected these wells as they are source water for the Coldwater Booster Station, where the study will take place. The three sources of water for pilot testing varying concentrations will be well 15 (8.9 mg/L), well 25 (12.5 mg/L), and a combination of all three wells; 15, 16, and 25 (8.3 mg/L).

### **BUDGET IMPACT:**

The overall project cost of \$227,640 is being co-funded between the Water Research Foundation, NCS Engineers and the City of Avondale as follows:

- WRF \$87,500
- COA \$87,500
- NCS \$10,000 (cost share)
- COA \$42,640 (in-kind)

The City's cash contribution (\$87,500) is available in Public Works Water Resources Operating Budget account 501-9112-00-6350 CAP Purchase Water and ADWR Fees. A budget adjustment of funds to account number 501-9112-00-6180 Other Professional Services is necessary prior to issuing a purchase order. The in-kind contribution will be in the form of staff's time spent on the project.

### **RECOMMENDATION:**

Staff recommends the City Council adopt Resolution 3198-614 authorizing a Multi-funded Research Agreement with the Water Research Foundation (WRF) and NCS Engineers (NCS) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

### **ATTACHMENTS:**

Description

[Resolution 3198-614](#)

RESOLUTION 3198-614

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/34622>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3200-614 - Byrne Memorial Justice Assistance Grant

**MEETING DATE:**

6/16/2014

---

**TO:** Mayor and Council

**FROM:** Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611

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

**PURPOSE:**

Staff is requesting that the City Council adopt a Resolution to authorize the acceptance of funding in the amount of \$26, 659 from the Edward Byrne Memorial Justice Assistance Grant (JAG) FY2014 Local Solicitation through Maricopa County as fiscal agent to several local Arizona agencies, and authorize the Mayor, City Manager or City Clerk to execute the necessary documents.

**BACKGROUND:**

Funding from Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation eligibility is limited to units of local government through a population formula allocation. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local government with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs. JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance criminal justice programs.

**DISCUSSION:**

Avondale has been a continuous recipient of this allocation. Funds have been used in the past to support a portion of a support position for the police department. Funds have been used toward the support of a records clerk and a police victim advocate. The allocation for JAG FY2014 will be used for tasers with cameras, taser replacement cartridges, and taser holsters.

**BUDGET IMPACT:**

The City of Avondale will use funding for police officer equipment. There is not a match requirement for these funds.

**RECOMMENDATION:**

Staff recommends that City Council adopt a Resolution to authorize the acceptance of funding in the amount of \$26,659 from the Edward Byrne Memorial Justice Assistance Grant (JAG) FY2014 Local Solicitation through Maricopa County, and authorize the Mayor, City Manager or City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[Resolution 3200-614](#)

**RESOLUTION NO. 3200-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING RELATING TO AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR LAW ENFORCEMENT ENHANCEMENT ACTIVITIES.

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

SECTION 1. The Memorandum of Understanding among the City of Avondale, the City of Chandler, the Town of Gilbert, the City of Glendale, the City of Goodyear, the City of Mesa, the City of Peoria, the City of Phoenix, the City of Scottsdale, the City of Surprise, the City of Tempe, and the County of Maricopa, Arizona, relating to acceptance and administration of Edward Byrne Memorial Justice Assistance Grant Program funds for law enforcement enhancement activities (the “MOU”) is hereby approved in substantially the form and substance 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 MOU 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 16, 2014.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3200-614

[MOU]

See following pages.

**THE STATE OF ARIZONA  
COUNTY OF MARICOPA**

**KNOW ALL BY THESE PRESENT**

**MEMORANDUM OF UNDERSTANDING  
AMONG**

**CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE,  
CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF  
SCOTTSDALE, CITY OF SURPRISE, CITY OF TEMPE, AND COUNTY OF MARICOPA,  
ARIZONA**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FY 2014 LOCAL SOLICITATION (CFDA #16.738)**

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of SURPRISE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

**WHEREAS**, this MOU is made under the authority of A.R.S. §§11-201, -251:

**WHEREAS**, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES and TOWNS; and

**WHEREAS**, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

**NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:**

**Section 1**

COUNTY agrees to receive \$1,395,115 from the JAG award for the Maricopa County JAG Program.

COUNTY agrees to pay City of Avondale a total of \$26,659 of JAG funds.

COUNTY agrees to pay City of Chandler a total of \$55,890 of JAG funds.

COUNTY agrees to pay Town of Gilbert a total of \$15,563 of JAG funds.

COUNTY agrees to pay City of Glendale a total of \$94,864 of JAG funds.

COUNTY agrees to pay City of Goodyear a total of \$7,714 of JAG funds.

COUNTY agrees to pay City of Mesa a total of \$140,063 of JAG funds.

COUNTY agrees to pay City of Peoria a total of \$20,976 of JAG funds.

COUNTY agrees to pay City of Phoenix a total of \$699,230 of JAG funds.

COUNTY agrees to pay City of Scottsdale a total of \$30,448 of JAG funds.

**GMS APPLICATION NUMBER: 2014-H1867-AZ-DJ** (Mandatory)

COUNTY agrees to pay City of Surprise a total of \$7,849 of JAG funds.  
COUNTY agrees to pay City of Tempe a total of \$65,498 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

**Section 2**

COUNTY agrees to use \$230,361 for the JAG Program until September 30, 2017.

**Section 3**

- 1. Term.** This Agreement shall be in effect for the term of the FY2014 JAG grant, being October 1, 2013 through September 30, 2017, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.
- 2. Obligations of the COUNTY.** The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
  - A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
  - B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
- 3. Obligations of the CITIES and TOWNS.** During the term of this Agreement;
  - A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
  - B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
  - C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.
- 4. DISCLAIMER.** This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.
- 5. NON-AVAILABILITY OF FUNDS.** Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

**6. NOTICES.** Notices provided under this Agreement shall be directed to the following persons:

<p>The <b><u>COUNTY</u></b>:</p> <p>Alice Bustillo  C/O County Manager’s Office  301 W. Jefferson Street, 10th Floor  Phoenix, AZ 85003  602-372-7059  Fax: 602-506-1642</p>	<p>The CITY of <b><u>AVONDALE</u></b>  Name: Kimberly Martinez</p> <hr/> <p>Address: 11465 West Civic Center Drive</p> <hr/> <p>Address:</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Avondale AZ 85323</p> <hr/> <p>Phone: 623-333-1000</p> <hr/> <p>Fax: 623-333-0100</p> <hr/>
<p>The CITY of <b><u>CHANDLER</u></b>  Name: Judy Mandt</p> <hr/> <p>Address: Chandler Police Department</p> <hr/> <p>Address: Mail Stop 303</p> <hr/> <p>Address: PO Box 4008</p> <hr/> <p>City/St/Zip: Chandler AZ 85244-4008</p> <hr/> <p>Phone: 480-782-4085</p> <hr/> <p>Fax: 480-782-4086</p> <hr/>	<p>The TOWN of <b><u>GILBERT</u></b>  Name: Joseph Go</p> <hr/> <p>Address: 75 E. Civic Center Dr</p> <hr/> <p>Address:</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Gilbert AZ 85296</p> <hr/> <p>Phone: 480-635-7060</p> <hr/> <p>Fax: 480-497-4943</p> <hr/>
<p>The CITY of <b><u>GLENDALE</u></b>  Name: David Rice</p> <hr/> <p>Address: 6835 N. 57<sup>th</sup> Drive</p> <hr/> <p>Address:</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Glendale AZ 85301</p> <hr/> <p>Phone: 623-930-3212</p> <hr/> <p>Fax: 623-847-1399</p> <hr/>	<p>The CITY of <b><u>GOODYEAR</u></b>  Name: Christine McMurdy</p> <hr/> <p>Address: City Manager’s Office</p> <hr/> <p>Address:190 North Litchfield Road</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Goodyear AZ 85338</p> <hr/> <p>Phone: 623-882-7806</p> <hr/> <p>Fax: 623-882-7077</p> <hr/>
<p>The CITY of <b><u>MESA</u></b>  Name: Beth Thuringer</p> <hr/> <p>Address: Mesa Police Department</p> <hr/> <p>Address: P.O. Box 1466</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Mesa AZ 85211</p> <hr/> <p>Phone: 480-644-5365</p> <hr/> <p>Fax: 480-644-2857</p> <hr/>	<p>The CITY of <b><u>PEORIA</u></b>  Name: Teresa Corless</p> <hr/> <p>Address: City of Peoria Police Department</p> <hr/> <p>Address: 8351 W. Cinnabar Avenue</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Peoria, AZ 85345</p> <hr/> <p>Phone: 623-773-7035</p> <hr/> <p>Fax: 623-773-7015</p> <hr/>

The CITY of <b><u>PHOENIX</u></b> Name: Gary Turner Address: Phoenix Police Department Address: 4 <sup>th</sup> Floor, Suite 422 Address: 620 W. Washington St City/St/Zip: Phoenix AZ 85003 Phone: 602-534-3622 Fax: 602-534-1613	The CITY of <b><u>SCOTTSDALE</u></b> Name: Melissa Miller Address: Scottsdale PD Headquarters Address: 8401 E. Indian School Rd. Address: City/St/Zip: Scottsdale AZ 85251 Phone: 480-312-1979 Fax: 480-312-7891
The CITY of <b><u>TEMPE</u></b> Name: Miyoung Kim Address: C/O Tempe Police Department - OMBR Address: 120 E. 5 <sup>th</sup> Street Address: City/St/Zip: Tempe AZ 85281 Phone: 480-350-8358 Fax:	The CITY of <b><u>SURPRISE</u></b> Name: Lt. Randy Rody Address: Surprise Police Department Address: 16000 N. Civic Center Plaza Address: City/St/Zip: Surprise AZ 85374 Phone: 480-312-1979 Fax: 480-312-7891

**Section 4**

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

**Section 5**

**CONFLICT OF INTEREST.** This MOU is subject to A.R.S. §38-511.

**Section 6**

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

**Section 7**

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

**Section 8**

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

**Section 9**

Mutual Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively

**GMS APPLICATION NUMBER: 2014-H1867-AZ-DJ** (Mandatory)

referred to as “Claims”) arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious 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.

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	<p><b>MARICOPA COUNTY</b></p>
<p>_____ Deputy County Attorney, Civil Svcs Div      Date</p>	<p><b>By:</b> _____ Denny Barney <b>Its:</b> <u>Chairman of the Board of Supervisors</u> <b>Attest:</b> _____ Fran McCarroll, Clerk of the Board <b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	<p><b>CITY OF AVONDALE</b></p>
<p>_____ Avondale City Attorney      Date</p>	<p><b>By:</b> _____ Type Name: _____ <b>Its:</b> _____ <b>Attest:</b> _____ <b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	<p><b>CITY OF CHANDLER</b></p>
<p>_____ Chandler City Attorney      Date</p>	<p><b>By:</b> _____ Type Name: _____ <b>Its:</b> _____ <b>Attest:</b> _____ <b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	<p><b>TOWN OF GILBERT</b></p>
<p>_____ Gilbert Town Attorney      Date</p>	<p><b>By:</b> _____ Type Name: _____ <b>Its:</b> _____ <b>Attest:</b> _____ <b>DATE:</b> _____</p>

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Glendale City Attorney Date</p>	<p><b>CITY OF GLENDALE</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Goodyear City Attorney Date</p>	<p><b>CITY OF GOODYEAR</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Mesa City Attorney Date</p>	<p><b>CITY OF MESA</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Peoria City Attorney Date</p>	<p><b>CITY OF PEORIA</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Phoenix City Attorney Date</p>	<p><b>CITY OF PHOENIX</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Scottsdale City Attorney Date</p>	<p><b>CITY OF SCOTTSDALE</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Surprise City Attorney Date</p>	<p><b>CITY OF SURPRISE</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Tempe City Attorney Date</p>	<p><b>CITY OF TEMPE</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Ordinance 1547-614 - Amendment to City Code  
Chapter 20 - Relating to the Sale of Firearms

**MEETING DATE:**

6/16/2014

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**TO:** Mayor and Council**FROM:** Michael Sgrillo, Lieutenant**THROUGH:** David Fitzhugh, Acting City Manager and Dale Nannenga, Chief of Police**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance amending the Avondale City Code Disposition of Firearms 20-60 (e).

**BACKGROUND:**

Currently under Avondale City Code 20-60 (e), the Avondale Police Department is required to petition the Municipal Court in ordering firearms to be sold to any business authorized to receive and dispose of firearms under federal and state law. The business would then sell the firearms to the public according to federal and state law.

**DISCUSSION:**

Ariz.Rev. Stat. 12-945. B. provides for the disposition requirements of firearms in the hands of law enforcement. The older version of the State statute required the Police Department to petition the Municipal Court in ordering firearms to be sold to any business authorized to receive and dispose of firearms under federal and state law. The business would then sell the firearms to the public according to federal and state law.

In April of 2013, the Legislature passed House Bill 2455, amending Ariz. Rev. Stat. 12-945. B., no longer requiring an agency to petition the Municipal Court for the sale of firearms to a licensed dealer. The amendments went into effect in September of 2013.

To be in compliance with House Bill 2455, staff is requesting the change to Avondale City Code 20-60 (e) as it relates to the sale of firearms in police possession in accordance with the recent changes to Ariz. Rev. Stat. 12-945.B.

The change to city ordinance will allow the Police Department to expedite its disposal process of firearms as the Police Department will no longer be required to draft a petition for each firearm to be disposed of. By amending Avondale City Code 20-60 (e), the Police Department will now be able to turn the firearms directly over to a licensed dealer. The dealer will sell those firearms and the funds from the sale of the firearms will go directly into the general fund in accordance with state law.

**BUDGET IMPACT:**

None

**RECOMMENDATION:**

Staff recommends adoption of the ordinance amending Avondale Code 20-60 (e) to no longer require the Police Department to petition the Municipal Court for the sale of a firearm.

**ATTACHMENTS:**

Description

[Ordinance 1547-614](#)

**ORDINANCE NO. 1547-614**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 20, POLICE DEPARTMENT, ARTICLE IV, DISPOSITION OF FIREARMS, DIVISION 2, RELATING TO THE SALE OF FIREARMS.

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

SECTION 1. The Avondale City Code, Chapter 20 (Police Department), Article IV (Disposition of Property), Division 2 (Firearms), Section 20-60 (Disposition of Firearms), subsection (e) is hereby amended as follows:

**20-60 – Disposition of Firearms.**

. . .

- (e) The police department may dispose of any unclaimed firearm after the expiration of the notice period by trading the firearm to a federally licensed firearm business for law enforcement related materials or by ~~petitioning the municipal court to order the firearm to be sold~~ **SELLING THE FIREARM** to a licensed firearm dealer authorized to sell the firearm ~~at public auction~~ **TO THE PUBLIC**. Proceeds from the sale of a firearm in accordance with this subsection shall be deposited into the general fund of the city.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such decision shall be deemed separate, distinct and independent of the remaining provisions of this Ordinance and shall be severed therefrom without affecting the validity of the remaining portions of this Ordinance.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 16, 2014.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3201-614 - Development Agreement -  
AG/RW – Entorno, LCC

**MEETING DATE:**

6/16/2014

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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**PURPOSE:**

City Council will consider a request for approval of a Development Agreement between the City and AG/RW – Entorno, LLC. The agreement will result in the City contributing \$500,000 of Salt River Project (SRP) Aesthetics Funds towards relocation and undergrounding of the SRP irrigation canal running parallel to 99th Avenue if the property owner meets certain performance dates spelled out in the agreement. The agreement also provides understanding of how the City would reimburse the property developer for installation of infrastructure exceeding requirements if such infrastructure is installed.

**BACKGROUND:**

The subject property is approximately 163 gross acres located at the southwest corner of 99th Avenue and Indian School Road. It is zoned Planned Area Development (PAD) with an expired development plan for a development named Entorno. The Entorno development plan expired November 1, 2013, after expiration of its third PAD extension. Entorno was originally rezoned from Agricultural (AG) to PAD October 1, 2007.

On February 28, 2013, the property owner's agent submitted an application for rezoning from PAD to PAD with a new development plan for Parkside Village (PL-13-0046). The proposed Parkside Village Development Plan provides for uses, development and design requirements, and phasing for a mixed used development of single-family residential detached and attached, multi-family residential, commercial, and office. The development plan proposes 412 single-family residential lots, up to 272 multi-family residential dwellings, and approximately 100 dwellings above or adjacent to non-residential space in the mixed use area.

If the Development Agreement and the request for rezoning are both approved, and subsequently the Development Agreement becomes void, the developer shall still be required to construct all off-site perimeter improvements to Indian School Road along the entire frontage as well as relocate and underground the SRP irrigation canal along 99th Avenue with the first phase of development, per the phasing plans in the Parkside Village development plan.

**DISCUSSION:**

The agreement addresses three areas of mutual interest -

## Indian School Road

With the first phase of development, the developer will construct all required off-site perimeter infrastructure improvements along the Indian School Road frontage, including dedication of right-of-way for a 65' half-street arterial roadway section and relocation and undergrounding of the Salt River Project (SRP) irrigation canal paralleling Indian School Road. The undergrounded SRP pipe will be located to within its own easement outside of the right-of-way.

## 99th Avenue

The developer will not be required to construct all off-site perimeter infrastructure improvements along 99th Avenue until such time as an adjacent property to 99th Avenue develops, in accordance with the phasing plans shown in the Parkside Village Development Plan. With the first phase of development, the developer will relocate and underground the SRP irrigation canal that parallels 99th Avenue as well as relocate the SRP irrigation control structure on the southwest corner of 99th Avenue and Indian School Road. If the developer obtains SRP's approval and commitment of the SRP irrigation canal relocation and undergrounding construction plans by December 1, 2014, and provides a financial assurance for the estimated total cost of the construction by January 1, 2015, the City will contribute \$500,000 in SRP Aesthetics Funds towards the SRP irrigation canal relocation and undergrounding. The performance dates provide enough time for City staff to choose alternative projects for funding through the SRP Aesthetics Fund should the developer miss either date and the Development Agreement becomes void. This is necessary because if the SRP Aesthetics Funds are not used by the end of this fiscal year, they are lost.

## Infrastructure Oversizing

The City may request that the developer install infrastructure that exceeds the minimum requirements of the General Engineering Requirements (GER) Manual and the City will reimburse the developer for that portion of the cost that exceeds the GER Manual requirements. At this time staff has not determined infrastructure that may require upsizing beyond the minimums of the GER Manual, but may likely include the water line in Indian School Road from 107th Avenue and/or the water line in 99th Avenue from Thomas Road. The proposed agreement is fair and equitable for the City and is beneficial to the residents of Avondale because it will facilitate development of the property. Relocation and undergrounding of the SRP irrigation canal along 99th Avenue constitutes a substantial financial burden and deterrent to development of the property. The City's financial contribution to the construction is from a pool of monies given to the City by SRP, and thus do not include City tax dollars. The performance dates of December 1, 2014, and January 1, 2015, provide sufficient time for City staff to choose alternative projects for funding by the SRP Aesthetics Fund should the Development Agreement be voided. The SRP Aesthetics Fund monies will be lost if not used by the end of this fiscal year.

### **BUDGET IMPACT:**

At this time there are no budgetary impacts. A \$500,000 contribution toward the improvements of the 99th Avenue drainage channel will be provided from the SRP Aesthetic Funds.

### **RECOMMENDATION:**

Staff recommends that the Mayor and City Council adopt a Resolution approving a Development Agreement with AG/RW – Entorno, LLC, and authorize the Mayor or the City Manager and City Clerk to execute the agreement.

### **ATTACHMENTS:**

#### **Description**

[Resolution 3201-614](#)

**RESOLUTION NO. 3201-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH AG/RW – ENTORNO, LLC.

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

SECTION 1. The Development Agreement with AG/RW – Entorno, LLC relating to the development of the Parkside Village subdivision (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and its related documents 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 16, 2014.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3201-614

[Agreement]

See following pages.

When recorded, return to:

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

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into \_\_\_\_\_, 2014 (the “Effective Date”), by and between the City of Avondale, an Arizona municipal corporation (the “City”) acting by and through the Mayor and City Council (the “Council”) and AG/RW - Entorno, LLC, a Delaware limited liability company (“Owner”). The City and Owner are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

### RECITALS:

A. Owner owns the approximately 163 gross acres of real property bounded by Indian School Road to the north, 99th Avenue to the east, the Osborn Road alignment to the south and the Westwind PAD to the west, within the corporate limits of the City and within Maricopa County, Arizona, legally described in Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein by reference (the “Property”).

B. The Property received Council approval for a planned area development known as Entorno in October, 2007 (the “Entorno PAD”).

C. Owner desires to receive Council approval (the “Rezoning”) for Planned Area Development zoning for the Property to develop the Property as more particularly described in the narrative for the Parkside Village PAD currently pending in the City as No. PL-13-0046 (the “Parkside Village PAD”).

D. Owner and City agree that, if approved by the Council, the Parkside Village PAD shall replace the Entorno PAD and the Entorno PAD shall be revoked without further action of the Council.

E. Owner and City desire to enter into this Agreement to set forth their understanding as to each Party’s responsibility for certain actions and infrastructure improvements related to the Property.

F. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the proper municipal zoning designation and development of the Property by providing for, among other things, conditions, terms, restrictions and requirements related to infrastructure improvements. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

## AGREEMENT

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

### 1. Term and Termination.

1.1 Term. The Term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2019, after which time this Agreement shall automatically terminate without the necessity of any notice, agreement or recording by or between the Parties (the "Term"), unless extended by mutual written consent of the Parties.

1.2 Termination Upon Sale of Subdivided Lots. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with the Property when sold to the end purchaser or user. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall automatically terminate without the execution or recordation of any further document or instrument as to any lot (a "Subdivided Lot") that has been finally subdivided and individually (and not in bulk) leased (for a period of longer than one year) or sold to the end purchaser or user thereof, and thereupon such Subdivided Lot shall be released from and no longer subject to or burdened by the provisions of this Agreement. The term "Subdivided Lot" shall include commercial parcels and common areas within the Property as well as the residential lots into which the Property is divided and sold. The "end purchaser or user" of the commercial parcels means the party purchasing such parcels from Owner, and the "end user" of the common areas within the Property means the homeowners' association.

2. Roadway Improvements. Unless otherwise specified in this Agreement, Owner shall construct the streets and roadways in compliance with the City of Avondale Subdivision Regulations and General Engineering Requirements, and as deemed necessary by the City after review of the Owner's site-specific traffic study (the "Traffic Study"), which shall be submitted to the City at or prior to the time of application for preliminary plat approval. The Traffic Study shall include recommended improvements to adjacent existing City roads that will be impacted by the traffic generated by the development of the Property. In connection with the development of the Property, the Parties agree to the following modifications to the City's typical infrastructure requirements:

2.1 Indian School Road Improvements. Owner shall, as part of the initial phase of the Development, dedicate the 65' half-street right-of-way for the South half of Indian School Road and shall construct the related improvements according to the approved Parkside Village PAD from the western boundary of the Property to and through the entire southwest corner of the 99th Avenue intersection. Owner shall also be responsible for any relocation and undergrounding of the existing SRP lateral irritation ditch on the south side of Indian School

Road, including dedication of an exclusive easement or other interest in land located outside the 65' right-of-way as required by SRP.

2.2 Timing of 99th Avenue Improvements. The City and the Owner agree that the SRP irrigation ditch on the west side of 99th Avenue (the "SRP Ditch") must be placed underground along the entire eastern edge of the Property within an exclusive easement (or fee title land) outside the public right-of-way in order for Owner to access 99th Avenue (the "Irrigation Improvements"). The cost of such undergrounding and dedication of land is significant enough that the Owner requires assistance from the City. The City has agreed to (A) allow Owner to defer improvements to 99th Avenue according to the phasing schedule set forth in the Parkside Village PAD and (B) allow for use of \$500,000 from the City's SRP Aesthetics Fund "account" to be applied toward the Irrigation Improvements. Upon Owner's request, the City shall initiate a request with Salt River Project for use of up to \$500,000 of funds in the City's Aesthetics Fund account to partially defray the cost of making the Irrigation Improvements. In conjunction with the requests, Owner shall provide SRP with the scope of work for the Irrigation Improvements. The Parties agree that SRP will be solely responsible for (A) completing design and cost estimates and (B) determining what portion of the Irrigation Improvements shall be eligible for funding. The City's obligation to commit \$500,000 in Aesthetics Fund to the Irrigation Improvements shall be conditioned upon Owner submitting the request and accompanying documents to SRP and meeting all SRP requirements with sufficient time to ensure that SRP approves the Irrigation Improvements and commits the funding by December 1, 2014. This includes, but is not limited to, developing and submitting 60% roadway plans to SRP that correctly illustrate the ultimate configuration of 99th Avenue and the intersection(s) of 99th Avenue and Indian School Road and 99th Avenue and Osborn Road. In addition, Developer will be responsible for submitting a right-of-way strip map that correctly illustrates all the existing public rights-of-way, SRP easements, all USA Fee interests and any and all encumbrances. Also, the exhibit shall illustrate the proposed public rights-of-way, SRP easements and USA Fee/easements, and any and all proposed encumbrances, including, but not limited to, Public utility easements (PUE's). Developer will be responsible for all coordination and providing SRP with all required construction documents, legal documents and any other required materials. Upon approval from SRP, Owner shall provide financial reassurances to the City by January 1, 2015 in an amount determined by SRP as necessary to cover all costs related to the Irrigation Improvements, minus the \$500,000 contribution from the City's Aesthetics Funds. If, by January 1, 2015, Owner does not timely submit the necessary documentation, obtain SRP approval and provide financial assurances acceptable to the City, the City's obligation to commit such funds to the Irrigation Improvements shall be eliminated.

2.3 Infrastructure Construction and Phasing Plan. The Parties acknowledge and agree that, to the extent Owner develops the Property, it has the right and obligation at any time after the Effective Date to construct, or cause to be constructed and installed, all portions of the infrastructure related to the developing segments of the Property. Construction of the infrastructure shall be performed in a timely and workmanlike manner and in compliance with applicable federal, state, county and local laws. To the maximum extent practical, the prior dedication of any easements or rights-of-way shall not affect or proscribe Owner's rights to construct the infrastructure.

A. Right-of-Way Abandonment. At the sole cost of Owner, the City will facilitate abandonment of any public rights-of-way or easements the City deems unnecessary which are currently located on the Property and not otherwise used or required by other members of the public.

B. Access. City shall provide Owner and its agents with the right to enter, remain upon and cross over City easements or rights-of-way to the extent reasonably necessary to design and/or construct the water and sewer improvements and other improvements for the Property; provided that the Owner's use of such right does not impede or materially adversely affect City's use and enjoyment of the subject property and provided also that Owner shall restore such easements and rights-of-way to substantially the same condition as existed prior to Owner's entry.

3. Development Impact Fees and Payback Improvements.

3.1 Payment of Development Fees. Owner shall pay all development fees assessed by the City under ARIZ. REV. STAT. § 9-463.05 ("Development Fees") owing with respect to new development on the Property. Owner may elect, at its sole discretion to pay the Development Fees due for any new development 15 days after issuance of the certificate of occupancy for each residential dwelling unit in that new development; provided, however that, in order to avail itself of this option, Owner must, not later than 30 days prior to issuance of the first building permit for any structure on the Property, (A) notify the City, in writing, of Owner's intent to use the alternative payment process and (B) post with the City appropriate security, as set forth in ARIZ. REV. STAT. § 9-463.05(B)(12) in an amount determined by the City to be equal to the cost of the Development Fees due for construction on the Property.

3.2 Oversizing of Infrastructure. Where a specific size is not stated in this Agreement with respect to any public infrastructure and/or improvements or other facilities to be provided by Owner hereunder, the size shall comply with the City's standard, duly-adopted roadway or infrastructure extension requirements as set forth in the City's General Engineering Requirements for such infrastructure classification for the type and intensity of use proposed for development on the Property (the "Standard Requirements"). Subject to the provisions of this Section 3.2, City may request that Owner "oversize" (i.e., larger than the City's Standard Requirements) any improvements or other facilities to be provided by Owner hereunder. If Owner agrees to oversize, then Owner shall be reimbursed the cost of such oversizing (the "Payback Improvement") as set forth below. City may elect to pay the Oversizing Cost (as hereinafter defined) of the Payback Improvement directly to Owner upon acceptance pursuant to the Standard Requirements. If City cannot pay for the Payback Improvement at the time of acceptance, then such reimbursement shall occur through payback agreements with the owner(s) of land or developments within the jurisdiction of the City but outside the exterior boundaries of the Property that have or will utilize or benefit from the oversizing (the "Benefitted Non-Party Land/Developments"). The amount of oversizing credit or payment will be the incremental difference between the cost of materials and labor for the construction/installation of the City's Standard Requirements (including design and engineering costs) and the actual materials and labor cost of the oversized component (including design and engineering costs) of the infrastructure (the "Oversizing Cost").

A. Payback Fee. Payment by Benefitted Non-Party Land/Developments shall be required by City as a condition of the Benefitted Non-Party Land/Development owner's request for annexation, zoning, grading permits, or plat approval, whichever occurs first after acceptance of the Payback Improvement by the relevant governmental entity, for any Benefitted Non-Property Land/Developments (the "Payback Fee").

B. Calculation of Payback. The Benefitted Non-Property Land/Developments shall reimburse Owner on a per-front foot basis for roadway improvements and on a per-acre basis for water and sanitary sewer Improvements. The Parties shall agree on the reimbursement basis for Benefitted Non-Property Land/Developments for types of infrastructure other than roadways, water and sewer during the review of the preliminary plan phase, but in any case the basis for reimbursement of each Benefitted Non-Property Land/Development's proportional share of the incremental Oversizing Cost of the Payback Improvement to which it connects shall be the relative area of the beneficial property to the entire assessable area served by the Payback Improvement to which it connects.

C. Cap on Amount. Owner shall only receive a Payback Fee up to a maximum of the original cost of the Payback Improvement, including financing costs.

City's obligations under this Section 3.2 shall survive for a period of five years following expiration or termination of this Development Agreement.

#### 4. Default; Remedies; Termination.

4.1 Default. Failure or unreasonable delay by Owner or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 45 days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within 15 days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for damages.

4.2 Dispute Resolution. In the event that there is a dispute hereunder that the Parties cannot resolve between themselves and the Cure Period for the breach has expired, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American

Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Owner and the City. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the City and Owner shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years of experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation shall be divided equally between the City and Owner. The results of the mediation shall be non-binding on the Parties, and either Party shall be free to initiate litigation. This Section 4.2 shall not apply to any legal rights of Owner that must be exercised within a certain number of days that is less than 45.

#### 4.3 No Personal Liability.

A. City to Owner. No member, official, employee, or agent of the City shall be personally liable to Owner, or any successor or assignee (1) in the event of any default or breach by the City or (2) pursuant to any obligation of the City under the terms of this Agreement.

B. Owner to City. No member, official, employee, or agent of Owner shall be personally liable to the City (1) in the event of any default or breach by Owner, (2) for any amount that may become due to the City or (3) pursuant to any obligation of Owner under the terms of this Agreement.

#### 5. General Provisions.

5.1 Cooperation. The City and Owner hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

5.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

5.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

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

If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: David W. Fitzhugh, Acting City Manager

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

If to Owner: AG/RW - Entorno, LLC  
c/o Ridgewood Real Estate Partners

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to: Rose Law Group, PC  
6613 North Scottsdale Road, Suite 200  
Scottsdale, Arizona 85250  
Attn: Jordan Rose

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

5.5 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

5.6 Assignment. Owner shall not transfer or assign ("Transfer") part or all of its rights and obligations in part or all of the Property to any person or entity ("Transferee") at any time during the duration of this Agreement without the prior, written consent of the City which consent shall not be unreasonably withheld. Any assignment made without the City's written consent required under this Section 5.6 shall be automatically void. In the event of a proposed assignment, Owner specifically acknowledges and agrees that the City's consent may be withheld and Owner will not be released from its obligations under this Agreement with respect to the Property or the part of the Property that is transferred ("Transferred Property"), unless:

A. Acceptance by Transferee. Owner has provided the City written notice of the proposed Transfer including (i) a legal description of the Transferred Property and the name, address and facsimile number for notice purposes, of the Transferee, (ii) a written acknowledgement and agreement that Transferee agrees to be subject to all of the provisions of this Agreement as to the Transferred Property, and (C) Owner's request for the City's consent; and

B. Fees and Charges Paid. All outstanding fees and charges have been paid to the City, including payment costs and expenses in connection with any suit, claim, legal challenge or referendum filed challenging this Agreement or any City Council action approving this Agreement.

C. Partial Transfer. In the event of a partial Transfer, Owner and the Transferee have submitted to the City and the City has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between Owner and the Transferee such that the City's rights and interests under this Agreement are not adversely affected.

Any amendment to this Agreement in connection with Transferred Property shall affect only the Transferred Property and shall not be an amendment of this Agreement as to the part of the Property that is not transferred. Any Default of this Agreement in connection with Transferred Property shall affect only the Transferred Property and shall not be a Default under this Agreement as to the part of the Property that is not the subject of a Transfer.

5.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

5.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its reasonable costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

5.9 Limited Severability. The City and Owner each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

5.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

5.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

5.12 Recordation of Agreement. This Agreement shall be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by the City.

5.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

5.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

5.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

5.16 City Services. Upon completion of the public infrastructure, the City shall provide and maintain all City services to the Property to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

5.17 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

5.18 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

5.19 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a

Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

5.20 Amendment. No amendments are to be made to this Agreement except by written document executed by City and Owner. Within ten days after the execution of the amendment by both Parties, the amendment shall be recorded by the City with the Maricopa County Recorder.

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

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
David W. Fitzhugh, Acting City Manager

ATTEST:

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

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

\_\_\_\_\_  
Notary Public

(Affix notary seal here)



EXHIBIT A  
TO  
DEVELOPMENT AGREEMENT

[Property Legal Description]

See following pages.

**EXHIBIT "A"**  
**PARKSIDE VILLAGE**  
**LEGAL DESCRIPTION for ZONING PURPOSES**

Parcel No. 1:

The Northeast quarter of the Northeast quarter of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**EXCEPT** the North 55.00 feet thereof.

Parcel No. 2:

The East half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

**EXCEPT** the Northeast quarter of the Northeast quarter of the Northeast quarter; and

**EXCEPT** the North 55.00 feet thereof.

Parcel No. 3:

The West half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

**EXCEPT** the North 55.00 feet thereof.

This description shown hereon is not to be used to violate subdivision regulation of the state, county and/or municipality or any other land division restrictions.

The above described parcel contains 6,952,386 Square Feet (159.6048 acres) more or less.

Prepared by: HilgartWilson  
1661 East Camelback Road  
Suite 275  
Phoenix, AZ  
Job No. 1071  
March 11, 2013



EXHIBIT B  
TO  
DEVELOPMENT AGREEMENT

[Map of Property]

See following pages.

NORTH QUARTER CORNER  
SECTION 29, T2N, R1E  
FOUND 3" MCDOT  
BRASS CAP FLUSH

# INDIAN SCHOOL ROAD

NORTHEAST CORNER  
SECTION 29, T2N, R1E  
FOUND 3" MCDOT BRASS CAP FLUSH

N88°46'10"E 2691.83'

55' EXCEPTION

N88°46'10"E  
2691.42'

55' EXCEPTION

55' EXCEPTION

PARCEL NO. 2

PARCEL NO. 1

PARCEL NO. 3

PARCEL NO. 2

PARCEL NO. 2

PARCEL NO. 3

PARCEL NO. 2

99TH AVENUE

S00°46'11"E 2583.34'

S00°46'11"E 2638.34'

N01°11'31"W 2601.47'

N01°11'31"W 2656.47'

S88°22'44"W 2672.46'

S88°22'44"W 2672.46'

EAST QUARTER CORNER  
SECTION 29, T2N, R1E  
FOUND 3" MCHD BRASS CAP  
IN HAND HOLE



SITE CONTAINS 6,952,386 S.F. OR  
159.6048 ACRES MORE OR LESS.

PROJ.#:	1071	PARKSIDE VILLAGE S.W.C. OF INDIAN SCHOOL RD. & 99TH AVE. AVONDALE, ARIZONA	<b>hilgartwilson</b> ENGINEERS • PLANNERS • SURVEYORS 1661 E. CAMELBACK RD., STE. 275 PHOENIX, AZ 85016 PH 602.490.0535 FAX 602.325.0161
DATE:	03/07/13		
SCALE:	N.T.S.	<b>EXHIBIT "B"</b>	
DRAWN BY:	JDL		
CHECKED BY:	KJP		



## CITY COUNCIL AGENDA

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**SUBJECT:** Public Hearing and Ordinance 1548-614 –  
Rezoning for Parkside Village PAD Zoning

**MEETING DATE:** 6/16/2014

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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

---

**REQUEST:** Rezoning of approximately 163 gross acres from PAD (expired) to PAD.

**PARCEL SIZE:** Approximately 163 gross acres

**LOCATION:** Southwest corner of 99th Avenue and Indian School Road.

**APPLICANT:** Jordan Rose, Rose Law Group (480) 505-3936

**OWNER:** AG/RW - Entorno LLC, Jonathan Grebow (973) 595-0003

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### **BACKGROUND:**

The General Plan 2030 Land Use Map indicates three land uses for the property: Medium-High Density Residential (4-12 dwellings per acre, target = 8), Mixed Use, and Office (Exhibit A). The property is zoned Planned Area Development (PAD), but the Development Plan expired November 1, 2013 (Exhibit B). The property is currently vacant and being farmed (Exhibit C). The property is located within the Freeway Corridor Specific Plan (FCSP) area and in the Pendergast Elementary School District and Tolleson Union High School District. There is no potable water or sanitary sewer utilities currently serving this property.

On May 26, 1981, and October 21, 1989, the property was annexed in two separate actions.

On October 1, 2007, City Council rezoned the property from AG (Agricultural) to PAD by Ordinance 1269-1007 (application Z-06-13 Entorno). On December 17, 2007, City Council approved a correction to the legal description of the property used to rezone Entorno to PAD through Ordinance 1284-1207.

On September 20, 2010, City Council approved the first of a four maximum one-year extensions of PAD zoning for Entorno.

On October 17, 2011, City Council approved the second of a four maximum one-year extensions of PAD zoning for Entorno.

On June 17, 2012, City Council approved the third of a four maximum one-year extensions of PAD zoning for Entorno.

On August 28, 2012, the voters of Avondale ratified General Plan 2030. The new General Plan revised the Land Use Map on the subject property from  $\frac{3}{4}$  Mixed Use and  $\frac{1}{4}$  to Freeway Commercial to approximately 73% Medium-High Residential, 20% Mixed Use, and 7% Office. The location of the Mixed Use also changed location from the west to the east portion of the property.

On February 28, 2013, the applicant applied for rezoning, requesting to replace the expired Entorno Development Plan with the Parkside Village Development Plan.

On September 16, 2013, the City Council amended the Freeway Corridor Specific Plan. The Entorno property was within the North Avondale Specific Plan area. The amendment changed the boundaries of those plans to include properties along the west side of 99th Avenue, including the subject property. Therefore, Entorno now lies within the FCSP.

On February 10, 2014, City Council held a work session at which they heard a staff presentation on the key development characteristics proposed for Parkside Village (Exhibit E). The presentation briefly highlighted the Master Development Plan map, number, sizes, and mix of lots, architecture, uses, open space, amenities, infrastructure, and phasing.

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

The applicant is requesting rezoning of approximately 163 gross acres from Planned Area Development (PAD) to PAD. If approved, the Parkside Village PAD Development Plan would replace an expired development plan on the property.

#### **PARTICIPATION:**

The applicant held a neighborhood meeting to discuss the project on Thursday December 12, 2013 from 6:00 p.m. to 7:15 p.m. in Avondale City Hall (Exhibit F). Three members of the public attended, one an Avondale resident and two residents of Villa de Paz north of the subject property in the City of Phoenix. Their primary concerns were impacts to schools and will Parkside Village have low-income homes or apartments. The applicant's representative explained that no new schools will be constructed with Parkside Village and that the new students will attend existing local schools Pendergast Elementary and Westview High School. The applicant's representative explained that fair housing laws prohibit the developer from denying low-income housing (Section 8) recipients from living there, but that Parkside Village was being developed with a substantial amount of high quality amenities that would make the financial cost of building low-income housing there unlikely. Other concerns of the members of the public were addressed by the applicant as summarized in the Neighborhood Meeting Summary Report attached (Exhibit F).

Notification of the neighborhood meeting was through a mailing of 311 First Class letters to surrounding property owners within 500 feet, posting of a 4-foot by 8-foot sign on the subject property, and placement of a 1/8 page notice in the West Valley View November 26, 2013 edition.

The sign was updated to include the Planning Commission information, letters were mailed to 311 property owners within 500 feet of the site, and a notice of the Planning Commission public hearing was published in the West Valley View on April 25, 2014. No written comments or telephone calls expressing support or opposition have been received by staff for this case.

The sign was updated to include the City Council information, letters were mailed to 311 property owners within 500 feet of the site, and a notice of the City Council public hearing was published in the West Valley View on May 27, 2014. No written comments or telephone calls expressing support or opposition have been received by staff for this case.

## **PLANNING COMMISSION ACTION:**

The Planning Commission held a public hearing on May 15, 2014 (Exhibit G). The Planning Commission asked several questions of staff and the applicant. The Planning Commission expressed concern about traffic impacts to the Westwind neighborhood by Parkside Village residents using Clarendon Avenue as a cut-through. Staff responded that the amount of traffic should not be significant and not greater than the number of Westwind vehicles going to Parkside Village. The Planning Commission also expressed concern about the proposed phasing plan and 99th Avenue infrastructure requirements resulting in development of only the single-family residential portion of the property. Staff responded that construction of all of Indian School Road infrastructure and undergrounding the 99th Avenue Salt River Project (SRP) irrigation canal with the first phase of development partially alleviates the infrastructure burden remaining on the multi-family residential, mixed use, and office areas for future development. The Planning Commission also expressed concern about conformance with one intent of the Freeway Corridor Specific Plan, namely, to provide employment opportunities. Staff responded that the General Plan Land Use Map shows forty-nine percent of the property as residential and that the uses proposed in the mixed use and office area do not preclude development devoid of employment opportunities. The Planning Commission also expressed concern that there is an overabundance of vacant commercial corners abutting residential developments and that it will be years before the non-residential portion of this property develops. The applicant responded that commercial development is driven by population and that home construction typically precedes commercial development in an area.

The Planning Commission voted 6-1 to recommend approval of the request as presented by staff.

No comments supporting or opposing on the application have been received.

## **ANALYSIS:**

The proposed Development Plan for Parkside Village is for a master planned community consisting of single-family residential attached and detached homes, stand-alone multi-family residential, multi-family residential over or attached to non-residential space, offices, and commercial retail. The community includes five community parks, multiple trails, treeline sidewalks, and three transit stops. The density and intensity of development is higher than exists elsewhere in Avondale north of Interstate 10, and this is desirable to the City to better encourage use of mass transit and obtain goods and services closer to where people live via modes of transportation not exclusive to the automobile.

All applicable regulatory requirements, including but not limited to, the Zoning Ordinance, Subdivision Ordinance, design manuals, General Engineering Requirements Manual, shall apply to development of Parkside Village unless specifically stated otherwise in the PAD Development Plan. Below is a summary analysis of the proposed uses, development standards, design, infrastructure, and phasing contained in the Parkside Village PAD Development Plan.

### Adjustments Subsequent to February 10th City Council Work Session

At the work session, City Council provided to staff feedback regarding the draft Parkside Village Development Plan presented. The City Council expressed interest in seeing adjustments to the plan in the following areas:

- Increase Open Space closer to 20%.

The Open Space has increased from 16.4% to 18% of the net single-family residential area.

- Reduce the number of single-family residential lots and/or provide larger (executive) lots.

The number of single-family residential lots remains unchanged. The mix of lot sizes remains

unchanged. The size of lots remains unchanged.

- Determine if larger lots are appropriate for this development.

The larger lots (70' by 120') are appropriate for this development. The 51 SFR-70 lots proposed represent approximately 12% of the single-family residential lots, and are located along the west property line adjacent to the Westwind neighborhood and around the 2.26 acre park in the southwest corner of the site. The larger lots serve as a transition from the lower-density Westwind neighborhood to the higher densities further east in Parkside Village. The larger lots also provide another housing choice at the higher end of the market for home buyers.

- Ensure a substantial gateway entry monument sign is provided at the southwest corner of 99th Avenue and Indian School Road.

The final design of the gateway entry monument sign will be determined at Site Plan with development of the Mixed Use property.

- Ensure hotels are developed in the Mixed Use area. Hotels are a permitted use in the Mixed Use area.
- Ensure that more sit-down restaurants are developed in the Mixed Use area and reduce the number of drive-thru oriented establishments.

In the Mixed Use area, restaurants without a drive-thru are a permitted use and restaurants with a drive-thru are permitted with the same conditions required by the Zoning Ordinance. The only other uses that are allowed with drive-thrus are chartered financial institutions and dry cleaning establishments.

- Ensure that the affected schools are aware of the proposed amount of residential and support the development.

Both the Pendergast Elementary School District and Tolleson Union High School District signed and returned letters indicating that they were aware of the proposed development and support it.

## Uses

The proposed uses for Single-Family Residential (SFR) -70, -60, -50, and -40 feet width lots correspond to the SFR R1-8 zoning district, with the addition of "Community Garden" and "Community Swimming Pool owned by the Home Owners Association (HOA)" as permitted uses. There are no guest houses allowed in Parkside Village.

The proposed uses for the SFR-Rear-Loaded and –Townhouses lots correspond to the Multi-Family Residential (MFR) R-2 zoning district, with the exception that "Multi-family dwelling" and "Boarding house" uses are not allowed.

The proposed uses for Mixed Use area, which does not including the MFR area, correspond to the Community Commercial (C-2) zoning district, except as follows:

- Automobile, boat, RV, motorcycle sales and leasing – C-2/Permitted with Conditions (PC) - PAD/Not Allowed (NA).
- Body piercing studio – C-2/Conditional Use Permit (C) - PAD/NA.
- Car wash, self-serve – C-2/C - PAD/NA. Cigar bar, tobacco lounge, smoke shop – C-2/C - PAD/NA.

- Drive-thru uses... – C-2/Permitted (P) for dry cleaning pick-up & drop-off, and PC for restaurants and financial institutions - PAD/P for restaurants, financial institutions, and dry cleaning establishments, and PC for restaurants and financial institutions. Staff is recommending a condition of approval that drive-thrus conform to the C-2 zoning district.
- Funeral home – C-2/P – PAD/NA.
- Laundromat, self-serve – C-2/P – PAD/NA.
- Mini-storage warehouse and personal storage – C-2/C – PAD/NA.
- Non-chartered financial services – C-2/C – PAD/NA.
- Pawn shop – C-2/C – PAD/NA.
- Plasma centers – C-2/C – PAD/NA.
- Residential, upper floor – C-2/C – PAD/PC. Urban lofts are allowed if located above non-residential space or attached to non-residential space when on the ground floor. Stand-alone apartments are prohibited.
- Sidewalk café – C-2/Accessory (A) – PAD/P.
- Surplus store – C-2/P – PAD/NA.
- Tanning salon – C-2/P – PAD/NA.
- Tattoo parlor – C-2/C – PAD/NA.
- Thrift store – C-2/PC – PAD/NA.
- Truck, trailer, and equipment rental – C-2/C – PAD/NA.
- Used books, movies, computer games, and equipment – C-2/NA - PAD/P.

In the MFR (apartments and condos) area, a list of uses was inadvertently omitted from the PAD Development Plan. Staff is recommending a condition of approval that allowed uses in the MFR area conform to the MFR R-4 zoning district.

The proposed uses in the Office area conform to the Commercial Office (C-O) zoning district, except as follows:

- Adult day care – C-O/C – PAD/NA.
- Residential, upper floor – C-O/C – PAD/PC. Urban lofts are allowed if located above non-residential space or attached to non-residential space when on the ground floor. Stand-alone apartments are prohibited. This is the same as in the Mixed Use area.
- Restaurant, without drive-thru – C-O/C – PAD/NA.
- Substance abuse treatment center – C-O/C – PAD/NA.
- Substance abuse detoxification center – C-O/C – PAD/NA.

### Residential Density

The Master Development Plan (MDP) produces an overall residential density for Parkside Village of 6.35 dwelling units per acre (du/ac) (Tab E of Exhibit H). The MDP shows 412 SFR lots, plus 272 MFR units, and the PAD provides for up to an additional 100 MFR units in the Mixed Use area as Urban Lofts. This totals 784 dwelling units on 123.4 net acres. The 784 dwelling units shown on the MDP is at or near the limit of the existing sewer infrastructure capacity.

The General Plan Land Use Map (Exhibit A) shows the west 49% of the property as Medium/High Density Residential (MHDR), which has a density range of 4 – 12 du/ac and a target density of 8 du/ac. The MDP shows 303 SFR dwelling units in the MHDR area (approximately 59.4 net acres), for a density of 5.1 du/ac. This density is in compliance of the General Plan density range for MHDR and thus is in conformance with the General Plan.

The MDP shows up to 272 dwelling units in the MFR area, which comprises approximately 14 net acres. This results in a density of 19.4 du/ac. The R-4 zoning district, which the MFR is analogous to, requires a minimum of 1,452 square feet of net site area per dwelling unit. Thus, R-4 would require a minimum of 9.07 net acres of site area for 272 dwelling units. The MDP shows approximately 14 net acres, thus the proposed area is in compliance with the Zoning Ordinance for

minimum site area.

### Lot Mix

The MDP shows 412 SFR lots distributed between six different lot sizes and development types as follows:

- 51 SFR-70 lots, 70' x 120', with an area of 8,400 square feet (sf);
- 62 SFR-60 lots, 60' x 120', with an area of 7,200 sf;
- 47 SFR-50 lots, 50' x 115', with an area of 5,750 sf;
- 87 SFR-45 lots, 45' x 110', with an area of 4,950 sf;
- 101 SFR-Rear-Loaded lots, 45' x 80', with an area of 3,600 sf; and
- 64 SFR-Townhouse lots, 25' x 110', with an area of 2,750 sf.

In addition, the MDP shows up to 272 apartment and condo dwelling units in the Multi-Family area, plus allows for up to 100 urban loft units in the Mixed Use area. Together this results in a healthy mix of housing types. This mix supports the General Plan's call for a diversified housing stock (Land Use Goal 1 Policy C), providing housing types not currently available in Avondale (Housing Element Goal 2), encouraging the development of condominiums and townhomes (Housing Element Goal 2 Policy B), and providing a range of housing types that encourages a mix of residents such as families, singles, and seniors (Transit Oriented Development Goal 2 Policy D).

The MDP places the larger lots, SFR-70 and SFR-60, along the west and south adjacent to the regional trail amenity. The larger lots can serve as buffers between the lower density communities to the west (Westwind) and southwest (Glenarm Farms) and the interior of Parkside Village. The density and size of lots generally increases in Parkside Village moving southwest towards the northeast.

### Development Standards - SFR

Tab P of Exhibit H shows Typical Lot Layouts and provides minimum development standards for the SFR lot types. The development standards are also provided on pages 37 – 42 of the Development Plan. For the SFR traditional detached lots (SFR-70, SFR-60, SFR-50, and SFR-45), Parkside Village proposes a minimum front setback of 10 feet to living and 18 feet to garage, rear setback of 15 feet, and side setbacks of 5 feet (SFR-45 and SFR-50) or 5/15 feet aggregate (SFR-60 and SFR-70). The minimum setbacks of the analogous R1-8, R1-6, and R1-5 zoning districts are front 25 feet (R1-8) or 20 feet (R1-6 and R1-5), rear setbacks of 20 feet (R1-8) or 15 feet (R1-6 and R1-5), and side setbacks of 8/18 feet aggregate (R1-8 and R1-6) or 0 feet for SFR attached, 10 feet between buildings, 15 feet aggregate (R1-5). Proposed maximum lot coverages are higher, ranging from the lowest of 50% for SFR-70 to the highest of 60% for SFR-60, as compared to the analogous districts in the Zoning Ordinance of 40% for R1-8 and R1-6 to 45% for R1-5.

The proposed minimum setbacks for the SFR-Rear-Loaded and SFR-Townhouse are also 10 feet to living and 18 feet to garage, except that the garage may be located in the rear. When the garage is not located in the rear, minimum rear setbacks are 15 feet. Side setbacks can be 0 feet because these two SFR housing types may be attached or detached dwelling. Parkside Village proposes that the HOA shall maintain the front yards of all SFR-Rear-Loaded and SFR-Townhouse lots.

For all SFR lot types, maximum building height is 30 feet and two-car garages are required in conformance with the Zoning Ordinance.

Staff supports some reduction of setbacks and increase of lot coverages in order to achieve a more intense suburban (urban) development. Staff requested that the applicant increase the proposed front yard setback to living from 10 to 15 feet, feeling that that there would not be sufficient space in the 10 feet for an 8-foot Public Utility Easement (PUE) and trees to shade the sidewalk. The

applicant declined to make the change. Staff is proposing a condition of approval to increase the minimum front yard setback.

### Development Standards – MFR (Apartment and Condo) & Urban Lofts

The proposed development standards for the MFR area is on page 43 of the Development Plan (Exhibit H). The analogous zoning district for the MFR area is the R-4 zoning district. Maximum lot coverage is increased from 50% to 75%, front setbacks reduced from 25 to 20 feet; although for front doors opening directly on streets, such as a walk-up type development, front setback is increased from 8 feet to 10 feet. Building separation, maximum height, and parking shall conform to the Zoning Ordinance.

The proposed development standards for urban lofts is on page 44 of the Development Plan (Exhibit H). They are generally the same as is proposed for the MFR area with an increase in maximum building coverage from 75% to 80% and a maximum building height of 8-stories. The 8-story maximum building height is in conformance with the Freeway Corridor Specific Plan and also supports greater mixed use intensity, which furthers the goals of Transit Oriented Development. Generally speaking, there are no analogous zoning districts in the Zoning Ordinance for urban lofts. Because this development type is located above non-residential space, or is attached to non-residential space when located on the ground floor, the development standards would conform to the non-residential buildings they are above or attached to.

### Development Standards – Mixed Use & Office

The proposed development standards for the Mixed Use and Office areas are given on pages 46 and 47 of the Development Plan (Exhibit H). Proposed development standards for the Mixed Use area are analogous to the C-2 zoning district, with the exception that street side setbacks may be 10 feet for a “walkup” with the front door facing onto the street, maximum building height is 8-stories as allowed by the Freeway Corridor Specific Plan, and parking area lights may be a maximum of 35 feet high. Staff is proposing a condition of approval to set the maximum parking area lighting (pole-mounted lighting) to 25 feet, unless within 75 feet of residential uses when the maximum height is 16 feet, in accordance with the Zoning Ordinance lighting standards. Proposed Mixed Use area development standards that exceed minimum requirements include wider sidewalks and plazas for outdoor dining, required shaded pedestrian routes, and allowing rainwater harvesting in the landscaped areas with undulating landforms.

The proposed development standards for the Office area are analogous to the C-O zoning district, with the following exceptions: Maximum lot coverage is eliminated (C-O sets the maximum at 35%); maximum building height increased from 30 feet to 8-stories in conformance with the Freeway Corridor Specific Plan; minimum street setback reduced from 20 feet to 10 feet for a “walkup” with the front door facing onto the street; interior setbacks increased from 15 feet to a minimum of 20 feet or 1-foot for every foot of building height, whichever is greater; and, parking setbacks (from streets) reduced from 25 feet to 20 feet. Proposed development standards exceeding minimum requirements include locating multiple buildings to form shaded courtyard plazas, shading entries into buildings with mechanical and landscaping shade, prohibiting parking within 25 feet of entrances to multi-suite buildings with single entrances, and providing covered parking over 50% of spaces instead of 10%. Otherwise, Office area development shall comply with the Zoning Ordinance, including landscaping, lighting, screening, parking, and buffering.

### Open Space and Amenities

The Zoning Ordinance requires a minimum of 15% of the net SFR area be Open Space. The proposed development provides 18% Open Space. The intended development of the property is demonstrated through the Master Development Plan (Tab E if Exhibit H) as supported by other plans, including the Conceptual Open Space Plan (Tab K if Exhibit H). The 18% Open Space

consists of five parks and an extensive trail system.

The parks are distributed throughout the SFR area and will be programmed with multi-generational activities (page 76 of Exhibit H). Conceptual plans for each park are provided in the Development Plan (Tab J of Exhibit H), though the exact details will not be established until Preliminary Plat approval.

The 4.98 acre Central Park is the focal point of the master planned community, with trails and roadways leading to and from it. It has a large open turf area, internal trail-walkways, and amenity furniture for active recreation such as a splash pad, basketball courts, a ramada, swings, and adventure play area. The park is bracketed on the north, west, and south sides by SFR that face the park for “eyes on the park” safety. The park’s proximity to the Mixed Use area will allow pedestrians and bicyclists to easily access recreation, shopping, meals, and services. The east end of the park will host a transit stop for the Zoom shuttle service. The other four community parks range in size from 0.81 acres to 2.72 acres and consist of a turfed area and amenity furniture for active recreation. Park C near just south of the SFR-Townhouses will have a community swimming pool. All parks have some onstreet parking adjacent and all are accessible by shaded sidewalks along local streets and/or by connected amenitized trails.

Parkside Village contains over five acres of amenities trails. Trails are set in landscaped Open Space and consist of a multi-use path, pedestrian scale lighting, benches and trash receptacles. A significant multi-use trail runs east-west along the Roosevelt Irrigation District (RID) canal between the Westwind and Glenarm Farms neighborhoods from 107th Avenue to the west edge of Parkside Village. Parkside Village will continue this trail with a 10-foot multi-use path landscaped and lighted east to 99th Avenue and north to Indian School Road. The trails system will also connect the community parks, and facilitate bike and pedestrian travel from residential areas to the Mixed Use and Office areas. The extensive pedestrians and bicyclists trail system encourages and facilitates a healthy sustainable community, which is a primary emphasis of the General Plan and City Council policy.

Parkside Village will provide dedicated bike lanes in streets along Indian School Road, 99th Avenue, 100th Avenue, and Clarendon Avenue (Tab M of Exhibit H). The bike lanes will be in addition to where bicyclists will be able to use the multi-use trails through parks and open space tracts.

All sidewalks throughout Parkside Village will be detached from streets and shaded with trees on both sides. No community in Avondale currently has tree-line sidewalks to this degree. This feature will encourage pedestrian activity, enhance aesthetics and property values, and add to Parkside Village’s character as a unique, high quality, healthy, sustainable, pedestrian-oriented development.

In the Mixed Use and Office areas, Parkside Village provides 25% minimum landscaping, which is an increase above the 20% minimum of the Zoning Ordinance. Shaded pedestrian amenity areas will be provided abutting buildings in plaza areas.

Two transit bus stops will be constructed, one each on Indian School Road and 99th Avenue (Tab W of Exhibit H). The transit bus stops will be unique to Parkside Village with use of brick predominant in the design to match the use of brick in the project entry signs, perimeter walls, wayfinding signs, and mailboxes in Parkside Village.

### Architecture and Design

For the SFR lots, Parkside Village proposes nine home styles – Andalusian, Brownstone, Craftsman/Tudor, Monterey, Prairie Ranch, Southern Italian, Spanish Colonial, Traditional Ranch, and Tuscan (Tab F of Exhibit H). Builders will be required to provide a minimum of three distinct

floor plans with a minimum of four distinct elevations and six color schemes for each neighborhood. Builders will be prohibited from building homes that are adjacent or across the street from each other with the same floor plan and elevation. All garage doors facing streets on the front half of the lot shall have surface design in relief and/or windows. Design features encouraged include side-entry garages, detached casitas, dual master bedroom floor plans, and front porches. Energy efficiency features encourage include LEED certified homes or homes with a HERS rating 77 or better, "Net Zero" homes (homes that use 60-70% less energy than a typical home, with the balance made up by renewable energy sources or energy efficiency savings), homes pre-wired for solar, solar tube lighting, solar water heaters, and reducing solar energy heat gain by shading with trees.

The architectural theming for the MFR, Office, and Mixed Use areas are shown in Tabs R, S, and T of the Development Plan (Exhibit H). Energy efficiency measures are also encouraged, including the use of "garden roofs," rainwater harvesting, and electric car recharging stations (Mixed Use area only).

Parkside Village proposes a unified theme for the community perimeter walls, community monument entry signage, wayfinding signage, bus stops, and mail boxes consisting of the use of red brick (Tabs N, O, U, and W of Exhibit H).

### Infrastructure

Parkside Village will dedicate sufficient right-of-way for Indian School Road for a 65-foot half-street arterial roadway. The developer will construct their portion of Indian School Road to the standard of an interim arterial roadway, which consists of half of a median turn lane, two vehicular travel lanes, deceleration/right-turn lanes, a bike lane, curb-and-gutter, detached sidewalks, landscaping, and streetlights. The developer will construct the portion of Indian School Road between the property line shared with the Westwind neighborhood to the west through the intersection of 99th Avenue. In addition, an existing Salt River Project (SRP) irrigation canal paralleling Indian School Road will be relocated further south outside of the right-of-way into its own 20-foot easement and buried underground in a 36 inch pipe by the developer in conjunction with the Indian School Road improvements.

Parkside Village will dedicate sufficient right-of-way for 99th Avenue for a City of Phoenix Standard 70-foot half-street arterial roadway. The developer will construct their portion of 99th Avenue to the standard of an arterial roadway, which consists of half of a median turn lane, three vehicular travel lanes, deceleration/right-turn lanes, a bike lane, curb-and-gutter, detached sidewalks, landscaping, and streetlights. The developer will construct the portion of 99th Avenue between the property line shared with the Algodon property to the south to the intersection of Indian School Road. In addition, an existing SRP irrigation canal paralleling Indian School Road will be relocated further west outside of the right-of-way into its own 35-foot easement and buried underground in a 90 inch pipe by the developer as well relocation and undergrounding within an easement the 12kv overhead electric power lines along 99th Avenue.

Because of the significant burden the 99th Avenue SRP irrigation canal represents, a Development Agreement between the City and the property owner will be brought forward to City Council. The Development Agreement proposed that the City contribute \$500,000 of SRP aesthetics funds towards the relocation and undergrounding of the SRP irrigation canal provided that the developer secure SRP approval of the construction plans by December 1, 2014, and the developer provide to the City financial assurances to cover the cost of construction to underground the entire SRP irrigation canal by January 1, 2015. Should the Development Agreement terms not be met and the Development Agreement terminated, the developer will still responsible for relocation and undergrounding the SRP irrigation canal with Phase 1 of development.

The developer will construct all internal collector and local streets. Internal streets have vehicular

travel lanes, curb-and-gutter, detached sidewalks, landscaping, and streetlights. Collector streets also have bike lanes and medians.

Water will be initially provided through a 12 inch connection in Clarendon Avenue at the Westwind neighborhood initially. As the project progresses towards build-out, the developer will construct one-half mile of 16 inch water line along Indian School Road from 107th Avenue and another one-half mile of 16 inch water line along 99th Avenue from Thomas Road.

Two sewer connection will be made into existing sewer lines in the Westwind neighborhood. The first connection will serve all of the SFR development through a 10 inch gravity sewer line in Clarendon Avenue. The second will serve the Mixed Use, Office, and MFR areas through either a gravity sewer line if slopes allow, or with the aid of a privately built and maintained lift station, connecting into Orange Blossom Lane west of the southwest corner of Parkside Village in the Westwind neighborhood.

### Phasing

The Zoning Ordinance requires that all perimeter offsite infrastructure be constructed with the first phase of development unless otherwise approved by City Council. The applicant is proposing two phasing plans, the Phasing Plan and an Alternative Phasing Plan (Tabs X and Y of Exhibit H). The Phasing Plan requires all of Indian School Road improvements in Phase 1, including the SRP irrigation canal, a portion of 100th Avenue between Indian School Road and the Central Park, approximately 183 SFR lots, Parks A and B, half of Central Park, and internal Local Streets within the Phase 1 area. In addition, the entire length of the SRP irrigation canal along 99th Avenue, including the SRP irrigation control structure on the southwest corner of 99th Avenue and Indian School Road, will also be constructed (relocated west and buried underground outside the ultimate 99th Avenue right-of-way).

Phase 2 consists of 131 SFR lots in the southwest portion of the property, half of Park C and all of Park D, nearly the rest of 100th Avenue, all of Clarendon Avenue to 99th Avenue, and internal Local Streets. Phase 3 consists of the remaining SFR, 35 Rear-Loaded lots and 64 Townhouse lots, and the remaining halves of Park C and Central Park. Phases 4, 5 and 6 cover the MFR, Mixed Use, and Office areas. These phases include the northern half or southern half of the 99th Avenue roadway frontage and Osborn Road.

The Alternative Phasing Plan is the same as the phasing plan above, except it includes the MFR in Phase 1. By doing so, it would necessitate that the southern half of the 99th Avenue frontage would be constructed in Phase 1, along with Clarendon Avenue between 99th Avenue and Central Park, and a significant portion of 100th Avenue.

Staff supports the phasing plans as shown with the understanding that construction of Indian School Roadway improvements in Phase 1 will include construction of Indian School Road through the intersection with 99th Avenue.

### ***Conclusion:***

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested for rezoning from PAD to PAD with eight conditions of approval.

### **FINDINGS:**

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

## RECOMMENDATION:

Staff recommends that the City Council APPROVE application PL-13-0046 with eight recommended condition of approval as follows:

1. The Permitted Uses list for the Mixed Use area shall be amended as follows “~~Drive-thru uses for restaurant, chartered financial institutions, and e~~Dry cleaning drop-off/pick-up establishments.”cleaning drop-off/pick-up establishments.”
2. The allowed uses for the Multi-Family Residential area (apartments and condominiums) shall conform to the Multi-Family Residential (R-4) zoning district.
3. Minimum front yard setbacks for the SFR-70 and SFR-60 lots shall be 15 feet to living.
4. In the Mixed Use area, parking area and pole-mounted lighting shall not exceed 25 feet height. When located within 75 feet of residential not within the Mixed Use area, parking area and pole-mounted lighting shall not exceed 16 feet.
5. Prior to approval of any final plat or site plan, the developer shall obtain City approval of updated technical reports including but not limited to Water, Wastewater, and Traffic Reports. The updated reports shall identify the proposed phasing interface and provide adequate information necessary for approval by City staff. Phasing will be planned to minimize re-work and avoid the removal and replacement of new street pavement.
6. Full half-street improvements of the full length of Indian School Road adjacent to the Property shall be done with the first phase of development. This includes improvements to widen Indian School Road to an outside widening phased arterial width (COA Std. Det. A1006, 2008 GERM) from the western property limits at the Westwind subdivision through the intersection of 99th Avenue. Intersection improvements at 99th Avenue, as well as those at other intersections along the Indian School Road corridor, shall be per the final approved Traffic Impact Study. This will include the resolution for undergrounding of the Indian School Road SRP Irrigation ditch and any other required utility relocations.
7. With the Preliminary Plat application, a more detailed Traffic Impact Analysis shall be required. The Traffic Impact Analysis shall study the horizon years (phasing) and analyze interim infrastructure needed based upon the proposed phasing. In addition, the Traffic Impact Study shall evaluate driveway locations and configurations along Indian School Road and 99th Avenue, and evaluate additional traffic signal needs. Analysis of driveways and intersections along 99th Avenue as they may be impacted by future development on the east side of 99th Avenue is of particular importance.
8. The developer shall be responsible for a proportion of the cost of traffic signals as identified by the approved Traffic Impact Analysis. The proportion of cost shall be equal to the number of corners of the intersection in the Parkside Village development. For example, at the corner of 99th Avenue and Indian School Road, the developer’s proportion of cost would be 25%, and at 100th Avenue and Indian School Road the developer’s proportion of cost would be 50%.

## PROPOSED MOTION:

I move that the City Council **ADOPT** the ordinance approving application PL-13-0046, a request to rezone approximately 163 gross acres from Planned Area Development with an expired Development Plan to Planned Area Development with a new Development Plan.

## ATTACHMENTS:

### Description

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

[Exhibit B - Vicinity Zoning Map](#)

[Exhibit C - Vicinity Aerial Photo](#)

[Exhibit D - Summary of Related Facts](#)

[Exhibit E - City Council Work Session Minutes Feb. 10th](#)

[Exhibit F - Neighborhood Meeting Notes Summary](#)

[Exhibit G - Planning Commission Draft Minutes May 15th](#)

[Exhibit H - Parkside Village PAD Development Plan](#)

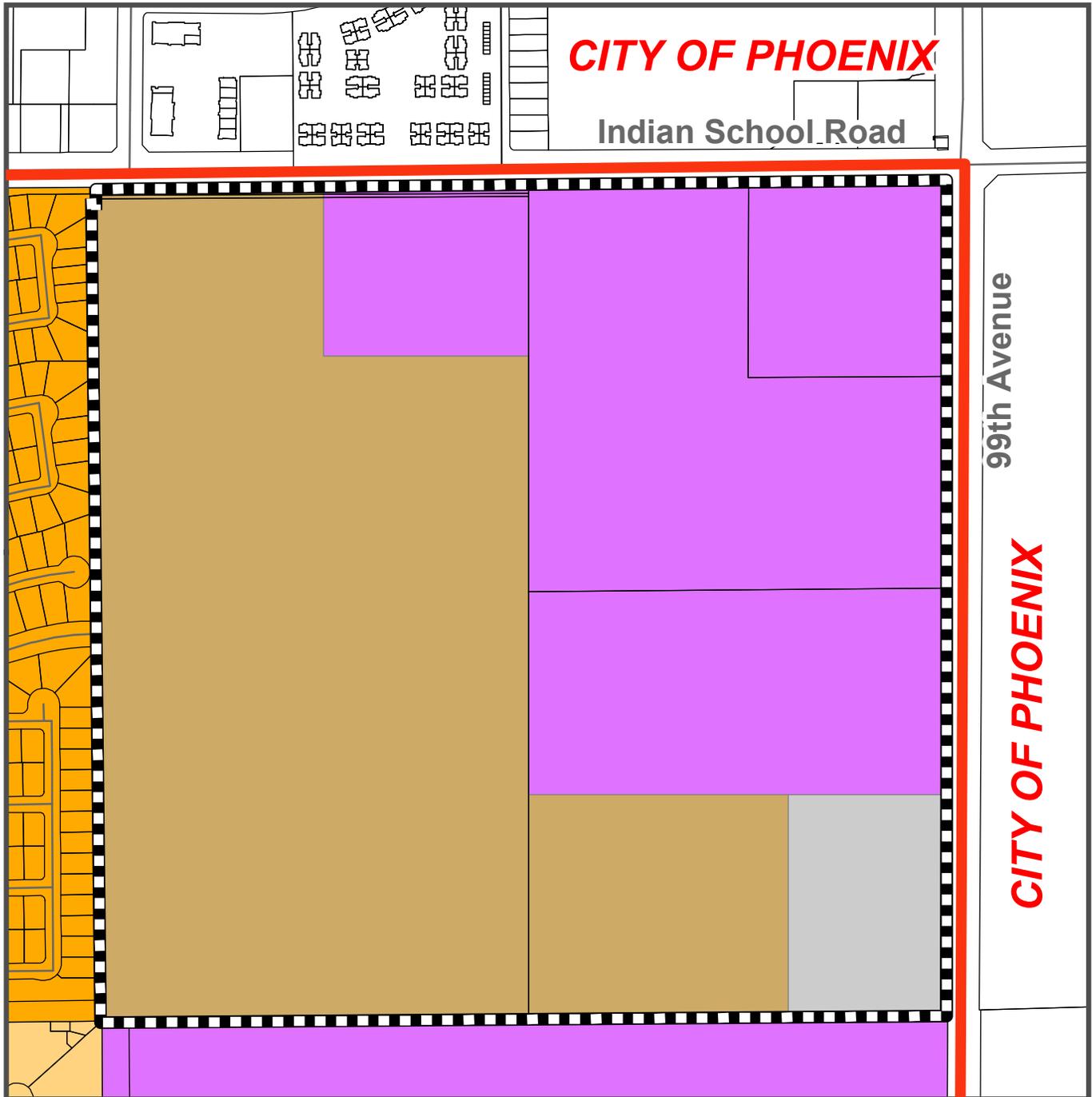
[Ordinance 1548-614](#)

**FULL SIZE COPIES: (Council Only)**

None

**PROJECT MANAGER**

Eric Morgan, Planner II (623) 333-4017



Vicinity General Plan Land Use Map  
Parkside Village PAD  
PL-13-0046

**General Plan Land Use Map**

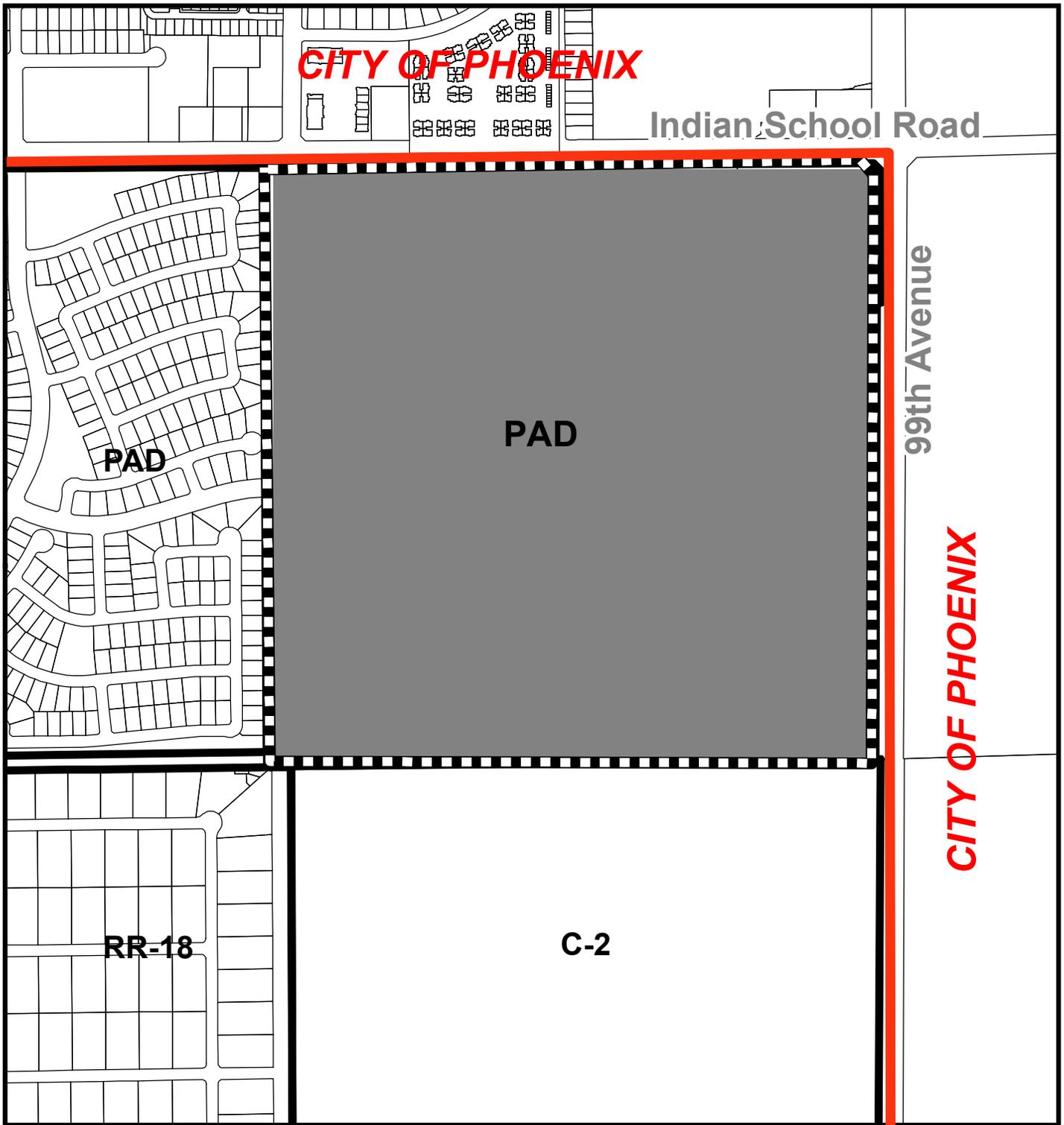
 Medium/High Density Residential

 Mixed Use

 Office/Professional

Subject Property





**Zoning Vicinity Map  
Parkside Village PAD  
PL-13-0046**



**Subject Property**





Aerial Photograph 2013  
 Parkside Village PAD  
 PL-13-0046



Subject Property



*SUMMARY OF RELATED FACTS  
APPLICATION PL-13-0046 PARKSIDE VILLAGE*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 163 gross acres
LOCATION	SWC of 99 <sup>th</sup> Avenue and Indian School Road
PHYSICAL CHARACTERISTICS	Flat rectangular property with an irrigation canal along 99 <sup>th</sup> Ave., Indian School Rd., and down the middle of the property
EXISTING LAND USE	Agricultural
EXISTING ZONING	Planned Area Development (PAD) with an expired Development Plan for Entorno
ZONING HISTORY	Annexed May 26, 1981 & October 21, 1989. Rezoned from AG to PAD (Entorno) October 1, 2007. City Council approved three one-year extensions of PAD zoning September 20, 2010, October 17, 2011, and June 17, 2012. The Entorno PAD zoning expired November 1, 2013.
DEVELOPMENT AGREEMENT	None existing, but one is proposed with this request for rezoning

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	City of Phoenix – Commercial (7-Eleven, Jack-In-the-Box, La Paz Medical Center/offices), Single-Family Residential (Villa De Paz), Multi-Family Residential (Desert Breeze Villas Condos), and Vacant Agricultural use
EAST	City of Phoenix – Vacant Agricultural use (John F. Long property)
SOUTH	C-2 – Vacant Agricultural use (John F. Long property)
WEST	PAD – Single-Family Residential (Westwind)
SOUTHWEST	RR-18 – Single-Family Residential (Glenarm Farms)
<i>GENERAL PLAN</i>	
The property is <b>Medium/High Density Residential</b> (4-12 du/ac), <b>Mixed Use</b> , and <b>Office</b> on the General Plan Land Use Map.	

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

<b>99<sup>th</sup> Avenue</b>	
Classification	Arterial
Existing half-street ROW	55 feet
Standard half-street ROW	70 feet (City of Phoenix standard)
Existing half-street improvements	2 travel lanes
Standard half-street improvements	3 travel lanes, deceleration lane (when warranted), ½ median turn lane, bike lane, sidewalk, curb-and-gutter, street lights, and landscaping

<b>Indian School Road</b>	
Classification	Major Collector (Interim Arterial)
Existing half-street ROW	55 feet
Standard half-street ROW	65 feet
Existing half-street improvements	2 travel lanes
Interim half-street improvements (major collector)	2 travel lanes, deceleration lane (when warranted), ½ median turn lane, bike lane, sidewalk, curb-and-gutter, street lights, and landscaping
Standard half-street improvements (arterial)	3 travel lanes, deceleration lane (when warranted), ½ median turn lane, bike lane, sidewalk, curb-and-gutter, street lights, and landscaping

\* The developer will dedicate ROW for an arterial street section, but will construct half-street improvements for a Major Collector until such time that the road warrants upgrading to an Arterial street section. The later upgrade cost will be borne by the City through the Capital Improvements Plan.

<b>100<sup>th</sup> Avenue, Clarendon Avenue, and Osborn Road</b>	
Classification	Minor Collector (modified)
Existing full-street ROW	None
Standard full-street ROW	95 feet
Existing full-street improvements	None
Standard full-street improvements	2 travel lanes, landscaped median, bike lanes, sidewalk, curb-and-gutter, street lights, and landscaping

<i>UTILITIES</i>	
<p>There is an existing 12” water line in Clarendon Avenue (Westwind). Additional water will be provided by extended a 16” water line from the intersection of 107<sup>th</sup> Avenue &amp; Indian School Road as well as another 16” from 99<sup>th</sup> Avenue &amp; Thomas Road.</p> <p>There is an existing 10” sewer line in Clarendon Avenue (Westwin) that has capacity for the Single-Family Residential lots. An additional sewer connection will be made into the existing sewer line in Orange Blossom Lane (Westwind) to serve the Mixed Use, Multi-Family Residential, and Office.</p>	

Minutes of the Work Session held February 10, 2014 at 6:00 p.m. in the Council Chambers.

**MEMBERS PRESENT**

Mayor Lopez Rogers and Council Members

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

**ALSO PRESENT**

Charlie McClendon, City Manager  
David Fitzhugh, Assistant City Manager  
Rogene Hill, Assistant City Manager  
Tracy Stevens, Development and Engineering Services Director  
Andrew McGuire, City Attorney  
Carmen Martinez, City Clerk

**1 ROLL CALL BY THE CITY CLERK****2 PARKSIDE VILLAGE REZONING PL-13-0046**

An overview to the Mayor and Council on the 3rd review submittal of Parkside Village proposed development located at the southwest corner of 99th Avenue and Indian School and provide information on the overall plan, proposed density, open space, amenities, architecture, off-site infrastructure improvements, and phasing plan.

Eric Morgan, Development and Engineering Services, said Parkside Village is a proposed development located on 163 acres at 99<sup>th</sup> Avenue and Indian School. The property was the site of the Entorno PAD. General Plan 2030 identifies three land uses for the property: Medium-High Density Residential, Mixed Use, and Office. Previously this property was in the North Avondale Specific Plan but is now covered by the Freeway Corridor Specific Plan (FCSP). The FCSP aspires to encourage development intensity, walkability of neighborhoods, use of alternative modes of transport, and higher residential densities. The Parkside Master Development Plan proposes 412 single family units, 272 multi-family units, and a provision for up to 100 urban lofts.

Mr. Morgan said the single family portion of Parkside features an open space ratio of 16.4%, but staff is encouraging 20%. There are a total of 13.2 acres of parks, with four pocket parks and a central park. The Multi-Family area features 20% open space, and the Mixed Use area has 25%. The central park will be visible from surrounding residences. The Multi-Family area will face outwards and interact with the surrounding streets. Some of the Office buildings could be up to eight stories tall, and Multi-Family buildings could be three stories.

Mr. Morgan said the plan offers many trails. The Westwind trail runs along the RID Canal. An internal path system connects to the parks. Sidewalks will be detached from the curb and have shade trees. The HOA will maintain trees on both sides of the sidewalks, as well as front yards for rear-loading houses and townhomes. Connectivity and shade will make getting around on foot more convenient. Gateway signs will be placed at several key locations along the perimeter. Three shelters connect to transit options including the ZOOM. The main entrance on 100<sup>th</sup> Avenue will be a minor collector with a landscaped

center median and tree-lined sidewalks leading straight to the central park. Houses there will have front doors with no garages facing the main street.

Mr. Morgan noted that the Zoning Ordinance requires that development begin construction of all perimeter infrastructure improvements during the first phase. The perimeter off-site requirements on 99<sup>th</sup> Avenue and Indian School, however, are significant for this property. The applicant proposes two alternatives for the first phase that would reduce the initial burden. Staff is in support of their phasing plan and proposes contributing \$500,000 of SRP aesthetic funds towards the undergrounding and tiling of the 99<sup>th</sup> Avenue irrigation canal. The applicant also proposes that as permits for houses are acquired, a fee would be put into a fund that could be used for 99<sup>th</sup> Avenue. Mr. Morgan invited feedback.

Council Member McDonald expressed approval of the design variety, connectivity and division of space, but felt the plan should offer larger lot sizes. He inquired whether the SRP aesthetic fund would be expended on Parkside instead of the project at 107<sup>th</sup> Avenue and Van Buren. Mr. McClendon explained that the \$500,000 for Parkside is in addition to that earlier project.

Council Member Weise said the phasing option is acceptable, and that method has worked well before. He said he would like to see some bigger lots, but understands the economics of the plan. Entorno was not well defined, but Parkside has more potential to mesh well with the developments planned nearby. The Mixed Use area should have dining options beyond fast food. The development will define the boundary of Avondale, especially in contrast to the properties on the Phoenix side. The central park should have a full range of amenities and be accessible by bike paths. He requested feedback from the schools that would serve Parkside, considering its size. Council Member Vierhout agreed that phasing is a good option. He admired the rear-loading houses, tree-lined sidewalks, and ZOOM stop. The open space ratios are acceptable.

Council Member Karlin said she supports phasing and agreed that the goal should be 20% open space. She inquired about the HOA's responsibilities. Mr. Morgan explained that the HOA will maintain trees on both sides of the sidewalk because it will be the best way to ensure continuous shade throughout the development. Council Member Weise said the HOA would have to be well funded to be capable of replacing many trees. Mr. Morgan noted that the City has a landscape architect now who can pick appropriate shade trees that will be better able to survive their conditions.

Council Member McDonald said he has no issues with the phasing. Mayor Rogers said she likes the rear-loading housing since they provide an alternative choice, but she expressed disappointment that the total number of housing units has increased. The corner of 99<sup>th</sup> Avenue and Indian School is an important entryway to Avondale and whatever is planned there should be significant. The schools should be made aware of this project. She felt hotels should remain a consideration, considering the proximity to sports amenities. The concept appears crowded, and at least 20% open space would be preferable. Eight units to an acre is excessive. Mr. Morgan said hotels are an option in the Mixed Use area. The schools were notified and signed letters acknowledging their approval.

### **3 PROPOSED CONSOLIDATION OF THE PARKS AND RECREATION AND LIBRARY ADVISORY BOARDS**

Information regarding the proposed consolidation of the Parks and Recreation Advisory Board and the Library Advisory Board to form a new board to be named "Avondale Quality of Life Board".

Mr. McClendon said both the Parks and Recreation Advisory Board and the Library Advisory Board have been working on a merger. Chris Reams, Parks, Recreation and Libraries Director, said both Boards share a common mission in providing programming, activities, and access to the community. Staff recommends a merger, because they are both staffed by the Department and both focus on quality of life initiatives. Both Boards unanimously approved the merger. The suggested name is the City of Avondale Quality of Life Board.

Mr. Reams said the combined Board would enhance the consistency of staff efforts, enhance the Board's ability to deliver on their mission, and allow them to address issues with more depth and scope. The duties of the Board would be to work with staff on modifications to existing parks and library facilities, help plan future and current programs, and prepare future strategies. The bylaws for both Boards were standardized over the past few years. All the members will stay on until their terms expire. Initially the Board will have 12 seats, but through attrition and resignations, will eventually return to only seven. The Board will also serve as the Avondale Tree Board.

Council Member Karlin asked whether the Friends of the Library would continue to perform their same function. Mr. Reams responded that the Friends of the Avondale Library is a separate 501(c)(3) non-profit, however Library Board members are also on the Friends board. Council Member Karlin felt the name of the new Board was very broad and could encompass other areas as well.

Council Member McDonald felt the two boards were a good fit. Council Member Vierhout said he approves of streamlining when possible. He inquired about the anticipated workload. Mr. Reams responded that the meetings are not expected to last much longer. Staff has often sought input from both Boards on the same issues and has frequently had to repeat presentations. Council Member Vierhout also felt the name of the new Board was too broad. He asked whether it would take long to shrink to seven members. Mr. McClendon said history suggests that it will not take long. One of the goals of the merger is to spend more time dealing with substantive matters.

Council Member Weise said he approves of the merger but not the name. He inquired whether any other boards could be merged. Mr. McClendon said staff is always open to restructuring things that make sense for the community, but no other mergers are being actively pursued at this time.

### **4 ADJOURNMENT**

There being no further business before the Council, Council Member Weise moved to adjourn the regular meeting into executive session. Council Member Vierhout seconded the motion, which carried unanimously.

City Council meeting adjourned at 6:49 p.m.

  
Marie Lopez Rogers

  
Carmen Martinez, CMC  
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the Council of the City of Avondale held on the 10th day of February. I further certify that the meeting was duly called and held and that the quorum was present.

  
Carmen Martinez  
City Clerk

## Neighborhood Meeting Report

### Parkside Village Request for Rezoning and Development Plan (PL-13-0046)

Date of Meeting: December 12, 2013  
Location of Meeting: Avondale City Hall, Ocotillo Room  
Time of Meeting: 6:00 p.m. to 7:15 p.m.  
Summary Prepared by: Nick Labadie

Attendees (See attached for sign in sheet):

1. Nick Labadie, Senior Planner, Rose Law Group (applicant)
2. Eric Morgan, Planner II, City of Avondale
3. Mark Nelson, Avondale resident
4. Dave Dyer, City of Phoenix resident
5. Connie Ball, City of Phoenix Resident

### Summary

The meeting began officially at 6:00 p.m. , but Mr. Nelson had arrived early, so discussion of the application began at approximately 6:50 p.m.

Three 24" by 36" exhibit boards were provided showing the Master Development Plan, Pedestrian Circulation Plan, and Central Park detail. These exhibits were selected in an effort to have visual representation of all aspects anticipated to come up as a part of the discussion. Also available for viewing during the meeting was the full PAD narrative with exhibits for additional reference.

Due to the low attendance, a presentation of the main points of the application was provided, but the majority of the meeting was conducted in a question and answer format to maximize the dissemination of the information most relevant to the attendees.

Questions and topics covered in the meeting along with the answers and discussion are listed below.

- **How will this project impact and be impacted by existing development and planned development in the surrounding area?** This was a theme of discussion throughout the meeting. It was explained that there is a large property owner to the east and south of this project whose plans are unknown at this time, and no development is expected on that land prior to Parkside being built. Impact of Parkside on the surrounding area was touched on in many of the questions and topics of discussion including quality of development, traffic, commercial uses, timing, connection to transit systems, schools. In general, it was conveyed to the attendees that Parkside is planned to be a high quality development created with significant input from the City and includes many regulations and planning tools designed to produce the best final product possible.

- **Who are the owners? Will they build? Who will build?** It was explained that the owners are Ridgewood Partners and that they will not be the builders. The owners are in talks with several builders who are eager to see the project get to a stage at which they can purchase and build, but that at this time, it is not yet decided who will be building homes within Parkside.
- **Can someone come in and build something other than what is presented in this meeting?** It was explained that without amending the proposed plan, what is being shown, will for the most part, be what is developed. However, it was made clear that at any time current or future owners have the right to go back through this same process and at least request the permission to do something different but that significant changes would trigger another neighborhood meeting.
- **What will the timing be?** It is impossible to say when dirt will turn and homes will be built, but it was made clear that the current owners are eager to move as quickly as possible through the process. As an example of how the timing may go, is that the zoning is approved in 2014 and engineering/platting in 2014/2015 to have homes being built in 2014 or more likely 3015.
- **Where will the kids who live here go to school?** It was explained that the project is within in the Pendergast Elementary School District, the determination of where children in Parkside will attend elementary school will be up to the District and not the developer. Much discussion was had on what schools exist in the area.
- **What will the commercial area be like?** There was concern that the commercial portion of Parkside be of a higher quality than the attendees feel the current commercial on 107<sup>th</sup> Avenue is. It was explained that the various representative theming exhibits, architectural guidelines in Parkside, and the City's design guidelines will combine to create a very high quality commercial development. Another large factor discussed on the topic of the quality of the commercial is the nature of Indian School Road and 99<sup>th</sup> Ave as a major intersection, entry to Avondale, and high traffic area.
- **How will this tie into current bus and transit systems?** It was shown that Parkside will include two bus stops, one each on Indian School Road and 99<sup>th</sup> Avenue to tie into local and regional bus routes. It was also shown that a Zoom stop would be provided where the City indicates is appropriate on the east end of the Central Park.
- **We have concerns about low income housing.** It was the opinion of multiple attendees that much of the housing in the area (primarily Phoenix) that is not high quality/cost turns into Section 8 or other low income housing because foreign investors buy it and aren't as emotionally invested in the community. Attendees asked if that would happen here and/or if there is anything the City of Applicant can do to prevent that. It was explained to the attendees

that everything possible was being done to ensure that Parkside is the highest quality development possible. However, it was also explained that there is nothing that can or should be done to restrict any class of potential buyer or renter from residing in Parkside. This was a discussion more of fundamental beliefs in housing equality than a discussion of Parkside Village itself.

- **Did the owners consider age restricting the project?** It was explained that to my knowledge, age restricting the project was not considered to be a viable option for Parkside Village.
- **Where are the buyers going to come from?** It was explained that they can come from anywhere and may vary depending on the individual marketing plans of the home builders.
- **What stores will be in the commercial portion?** It was explained that there are no tenants that can be announced at this time but that the high quality of the development and prominence at an important intersection will help attract desirable tenants.
- **What is the rest of the process?** It was explained that the case will be heard by both the Planning and Zoning Commission and the City Council prior to approval and that information about those hearings will be both posted at the site and announced publicly per the City's requirements.





**PLANNING COMMISSION  
REGULAR MEETING**

**CITY COUNCIL CHAMBERS  
11465 W CIVIC CENTER DRIVE  
AVONDALE, AZ 85323**

**Thursday, May 15, 2014  
6:30 P.M.**

**VII. PUBLIC HEARING ITEMS**

PL-13-0046

This is a public hearing before the Planning Commission to review a request by Ms. Jordan Rose, Rose Law Group PC, for rezoning to provide a new Planned Area Development (PAD) Development Plan to replace the previous Development Plan for this property. The new Development Plan provides for single-family residential attached and detached, multi-family residential, office, and commercial uses. The subject property is approximately 163 gross acres and is located at the southwest corner of 99<sup>th</sup> Avenue and Indian School Road. Staff Contact: Eric Morgan

Eric Morgan, Planner II, presented PL-13-0046, a request to rezone the 163-acre property from Planned Area Development (PAD) to Planned Area Development. If approved, the new PAD and Development Plan would replace the expired Entorno PAD. The General Plan identifies the western 49% of the property as Medium High Density Residential with a density range from four to 12 units per acre. Approximately 45% of the area is Mixed Use, and the remaining 6% is Office. The property was rezoned from Agricultural to PAD in 2007 as Entorno PAD, which expired in November 2013. This property is within the Freeway Corridor Specific Plan (FCSP) area, an amendment to which was adopted in September 2013. The City of Phoenix abuts the property on the north and east sides. Surrounding zoning and land uses include commercial, vacant agricultural, and the Westwind and Glenarm Farms residential neighborhoods. An open SRP irrigation canal and 12kv power lines run along 99<sup>th</sup> Avenue, and there are two smaller irrigation canals situated along Indian School Road and down the middle of the property.

Mr. Morgan said the single-family detached residential proposed uses are analogous to the R1-8, R1-6, and R1-5 zoning districts. The single-family attached residential uses conform most closely to the R-2 zoning district. The multi-family residential areas are recommended by staff to be subject to a condition of approval requiring that those uses be the same as for townhomes. The Mixed Use district is analogous to the C-2, Community Commercial, district barring some less desirable uses for this type of development. Office follows the Commercial Office zoning district with less desirable uses removed. These latter two districts allow for residential above non-residential uses.

Mr. Morgan explained that the overall density of Parkside Village is 412 single family lots, plus up to 272 multi-family homes, and as many as 100 multi-family homes above non-residential. The 784 dwelling units approach the capacity of the sewer in this area. The density for the entire parcel is 6.35 dwelling units to the acre, which complies with the General Plan. Staff proposes a condition of approval to increase the minimum front yard setback for the two largest single-family residential size lots. The proposed maximum height remains at 30 feet. All dwelling units are required to have a two-car garage.

Mr. Morgan said the development standards for the multi-family residential includes a proposal for an increase of lot coverage to 75%, and a proposal for 25% landscaping, which exceeds the minimum. For the Mixed Use and Office areas, setbacks could be decreased if the front door is oriented towards the road, except along 99<sup>th</sup> Avenue. The maximum height is eight stories, which is in conformance with the FCSP. Development standards for pedestrian areas and shaded areas are provided.

Mr. Morgan said the new plan shows 18% open space in residential areas, which exceeds the minimum requirement of 15%. The single-family area has five parks, all of which are connected together by trails, and will be maintained by the HOA. An activity center will be located next to the Mixed Use area. The trail system connects to the trail that runs west along the RID canal to 107<sup>th</sup> Avenue. Sidewalks will all be detached from the road and tree-lined on both sides, which should make the neighborhood walkable even during hot periods. The HOA will maintain front yards of the single-family rear-loaded, and the single family townhome lots. Two bus stops and a ZOOM stop will service the development, with uniquely designed shelters.

Mr. Morgan said two different phasing options are proposed. The main difference between the two being that Phase 1 would include either single-family alone, or both single family and multi-family at once. Also as part of Phase 1, the City has agreed to contribute \$500,000 from the SRP Aesthetics Fund for undergrounding of the canal along 99<sup>th</sup> Avenue, provided the developer meets certain conditions by December 2014. The sidewalk along 99<sup>th</sup> Avenue will be detached and tree-lined. The SRP area will have shrub coverage. Berming and landscaping will border the development along 99<sup>th</sup> Avenue.

Mr. Morgan reported that a neighborhood meeting was held for this project on December 12, 2013. Three people attended, expressing concerns about low income housing, and the impact on local schools. He explained that the Pendergast Elementary School District and the Tolleson High School District have both signed off on the project, saying they have enough capacity to accommodate the development. He added that the high degree of investment in the project makes low income housing unlikely. Staff recommends approval with eight recommended conditions of approval.

Commissioner Demlong noted possible traffic impacts on adjacent neighborhoods, especially along Clarendon Road. Mr. Morgan responded that the traffic study considers both on-site and off-site impacts throughout all the phases. Commissioner Demlong said the RID Canal has no trespassing signs posted at the entrance. Mr. Morgan clarified that the canal itself and its adjacent easement are off limits. Instead, a multi-use path owned by the Westwind HOA north of the canal will directly connect to the Parkside Village path.

Commissioner Demlong expressed concern that the phasing plan will encourage the developer to build only houses, while the rest of the phases will be abandoned. Mr. Morgan said staff attempted to push commercial/office earlier, but the market does not yet exist for that type of development. The SRP undergrounding is the most expensive piece of the plan, and getting it done early should lessen the burden on later phases when those markets bounce back. Mr. Demlong said the FCSP was designed to provide job opportunities and unique shopping experiences, but this project does not show that.

Vice Chair Amos asked about the canal undergrounding timeline in relation to the rest of the project. Mr. Morgan responded that the developer would not be able to build anything else unless they first underground the canal. Vice Chair Amos inquired about the setbacks on houses along Indian School Road. Mr. Morgan explained that the single-family homes adjacent to Indian School Road face onto the local street. There will be a 30-foot landscape buffer between the yards and the arterial. Vice Chair Amos noted that neighborhoods all over the city contain vacant lots because the demand for retail was overestimated. She expressed concern that a long swath along 99<sup>th</sup> Avenue will remain vacant for years.

Commissioner Carrillo requested clarification on points of entry. Mr. Morgan explained that Parkside Village will have entry points of 100<sup>th</sup> Avenue, Clarendon Road, and Osborn Road. A traffic study will determine details. Commissioner Carrillo asked whether there would be a wall of utility boxes along 99<sup>th</sup> Avenue. Mr. Morgan said the number of utility boxes would be normal for a project of this size, but the electrical lines and canal will be undergrounded.

Commissioner Demlong inquired about water rights stipulations. Mr. Morgan said water rights are now handled by Water Resources and are established during the preliminary plat.

Chair Kugler invited the Applicant to address the Commission. Jordan Rose, Rose Law Group, PC, 6613 North Scottsdale Road, Suite 200, Scottsdale, Arizona, 85250, introduced the project team members. She said the money for the SRP undergrounding will be available January 1, 2015, and construction will start the following winter. Phase 1 is crucial if the developer is to be able to afford all of the off-site conditions and draw the population necessary to support the mixed use portion of the project. With the 99<sup>th</sup> Avenue improvements, the parcels will be set up to quickly respond to market conditions. The project will accelerate an inspiring urban transit-oriented achievement in the freeway corridor. The development is well located, transit/pedestrian friendly, and consistent with the General Plan. The only commercial developments in the Valley is adjacent to housing developments. The central park will connect to trails that link the entire development, and is situated between the residential and commercial areas to encourage cross-use. This type of development has not been seen in the West Valley so far. The architectural standards are distinctive, and could set a standard for the look and feel of the freeway corridor.

Commissioner Amos inquired about examples of recent work by Ridgewood Partners. Ms. Rose explained that they have successful mixed use and residential projects across the country, and handled the Bridges community in Gilbert. They are very excited about Parkside Village.

Chair Kugler opened the public hearing. With no citizens coming forward to speak, he closed the public hearing.

Chair Kugler commended the developer for proposing a diverse choice of housing product, describing it as a great project for the City. He inquired about the functionality of the turf space in the central park. Mr. Morgan said the central park is almost five acres, and turf covers about 45% of it. Ms. Rose added that the open space is 150 feet by 300 feet, which is adequate for use as a soccer field. Chair Kugler asked whether the four-foot sidewalk widths in the northwest corner of the property were ADA compliant. Mr. Morgan explained that the Applicant initially wanted five-foot sidewalks, but four feet were needed to accommodate the landscape separation necessary to sustain trees. Four-foot widths do meet ADA requirements as long as regular turnarounds are provided, which in this case come in the form of driveways. Chair Kugler inquired about the lighting in the central park. Mr. Morgan responded that the Zoning Ordinance has minimum lighting standards to ensure that the park will not be dark, but not so bright that it would interfere with nearby homes. Chair Kugler noted that homeowners might object to having outsiders from the commercial area use an HOA maintained park. He inquired about the existence of other examples of attached ground unit lofts in the Valley. Mr. Morgan said he does not know of any similar product, but it was proposed as a type of vertical Mixed Use. Chair Kugler questioned whether the available on-street parking in rear-loading garage areas was adequate to accommodate guests. Mr. Morgan used a map to indicate areas where guests could park. Ms. Rose noted that every unit has a driveway, which guests could use.

Commissioner Amos said there are suitable mechanisms whereby HOAs can pay for parks used by non-residents, and she encouraged the developer to consider them.

Commissioner Long moved that the Planning Commission accept the findings and recommend approval of application PL-13-0046, a request to amend the zoning map for approximately 163 acres from Planned Area Development (PAD) to Planned Area Development (PAD) with eight conditions of approval as proposed by staff. Commissioner Carrillo seconded.

#### ROLL CALL VOTE

Kevin Kugler, Chair	Aye
Lisa Amos, Vice Chair	Aye
Michael Demlong, Commissioner	Nay
Michael Long, Commissioner	Aye
Gary Smith, Commissioner	Aye
Sean Scibienski, Commissioner	Aye
Grace Carrillo, Commissioner	Aye

Approved 6-1.

DUE TO ITS SIZE, THIS DOCUMENTS  
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## **ORDINANCE 1548-614**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 163 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF INDIAN SCHOOL ROAD AND 99TH AVENUE, AS SHOWN IN APPLICATION PL-13-0046, REZONING SUCH PROPERTY FROM AN EXISTING PLANNED AREA DEVELOPMENT TO A NEW PLANNED AREA DEVELOPMENT.

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for a ± 163 acre parcel of real property from an existing Planned Area Development commonly referred to as “Entorno” to a new Planned Area Development commonly referred to as “Parkside Village” (the “Zoning Atlas Amendment”); and

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

**WHEREAS**, the Commission held a public hearing on Thursday, May 15, 2014, on the Zoning Atlas Amendment, after which the Commission recommended approval; and

**WHEREAS**, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on June 16, 2014.

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

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

SECTION 2. The ± 163 acre parcel of real property generally located at the southwest corner of Indian School Road and 99th Avenue, as shown in Application PL-13-0046 (the “Property”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from the existing Planned Area Development to a new Planned Area Development, subject to the City’s adopted codes, requirements, standards and regulations, and the following stipulations:

1. The Permitted Uses list for the Mixed Use area shall be amended as follows “~~Drive thru uses for restaurant, chartered financial institutions, and d~~Dry cleaning drop-off/pick-up establishments.”
2. The allowed uses for the Multi-Family Residential area (apartments and condominiums) shall conform to the Multi-Family Residential (R-4) zoning district.
3. Minimum front yard setbacks for the SFR-70 and SFR-60 lots shall be 15 feet to living area of a dwelling.
4. In the Mixed Use area, parking area and pole-mounted lighting shall not exceed 25 feet height. When located within 75 feet of residential development that is not within the Mixed Use area, parking area and pole-mounted lighting shall not exceed 16 feet.
5. Prior to approval of any final plat or site plan, the developer shall obtain City approval of updated technical reports including, but not limited to, water, wastewater and traffic reports. The updated reports shall identify the proposed phasing interface and provide adequate information necessary for approval by City staff. Phasing will be planned to minimize re-work and avoid the removal and replacement of new street pavement.
6. Full half-street improvements of the full length of Indian School Road adjacent to the Property shall be completed with the first phase of development. This includes improvements to widen Indian School Road to an outside widening phased arterial width (COA Std. Det. A1006, 2008 GERM) from the western property limits at the Westwind subdivision through the intersection of 99th Avenue. Intersection improvements at 99th Avenue, as well as those at other intersections along the Indian School Road corridor, shall be per the final approved Traffic Impact Study. This will include the resolution for undergrounding of the Indian School Road SRP Irrigation ditch and any other required utility relocations.
7. With the Preliminary Plat application, a more detailed Traffic Impact Analysis shall be required. The Traffic Impact Analysis shall study the horizon years (phasing) and analyze interim infrastructure needed based upon the proposed phasing. In addition, the Traffic Impact Study shall evaluate driveway locations and configurations along Indian School Road and 99th Avenue, and evaluate additional traffic signal needs. Analysis of driveways and intersections along 99th Avenue as they may be impacted by future development on the east side of 99th Avenue is of particular importance.

8. The developer shall be responsible for a portion of the cost of traffic signals as identified by the approved Traffic Impact Analysis. The developer's proportionate share of the cost shall be equal to the total number of corners of the adjacent signalized intersections that are located within the Parkside Village development. For example, at the corner of 99th Avenue and Indian School Road, the developer's proportionate share of the cost would be 25%, and at 100th Avenue and Indian School Road the developer's proportionate share of the cost would be 50%.

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

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 16, 2014.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1548-614

[Legal Description and Map]

See following pages.

**EXHIBIT "A"**  
**PARKSIDE VILLAGE**  
**LEGAL DESCRIPTION for ZONING PURPOSES**

Parcel No. 1:

The Northeast quarter of the Northeast quarter of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**EXCEPT** the North 55.00 feet thereof.

Parcel No. 2:

The East half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

**EXCEPT** the Northeast quarter of the Northeast quarter of the Northeast quarter; and

**EXCEPT** the North 55.00 feet thereof.

Parcel No. 3:

The West half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

**EXCEPT** the North 55.00 feet thereof.

This description shown hereon is not to be used to violate subdivision regulation of the state, county and/or municipality or any other land division restrictions.

The above described parcel contains 6,952,386 Square Feet (159.6048 acres) more or less.

Prepared by: HilgartWilson  
1661 East Camelback Road  
Suite 275  
Phoenix, AZ  
Job No. 1071  
March 11, 2013



NORTH QUARTER CORNER  
SECTION 29, T2N, R1E  
FOUND 3" MCDOT  
BRASS CAP FLUSH

# INDIAN SCHOOL ROAD

NORTHEAST CORNER  
SECTION 29, T2N, R1E  
FOUND 3" MCDOT BRASS CAP FLUSH

N88°46'10"E 2691.83'

55' EXCEPTION

N88°46'10"E  
2691.42'

55' EXCEPTION

55' EXCEPTION

PARCEL NO. 2

PARCEL NO. 1

PARCEL NO. 3

PARCEL NO. 2

PARCEL NO. 2

PARCEL NO. 3

PARCEL NO. 2

99TH AVENUE

S00°46'11"E 2583.34'

S00°46'11"E 2638.34'

N01°11'31"W 2601.47'  
N01°11'31"W 2656.47'

S88°22'44"W 2672.46'  
S88°22'44"W 2672.46'

EAST QUARTER CORNER  
SECTION 29, T2N, R1E  
FOUND 3" MCHD BRASS CAP  
IN HAND HOLE



SITE CONTAINS 6,952,386 S.F. OR  
159.6048 ACRES MORE OR LESS.

PROJ.#:	1071	PARKSIDE VILLAGE S.W.C. OF INDIAN SCHOOL RD. & 99TH AVE. AVONDALE, ARIZONA	<b>hilgartwilson</b> ENGINEERS • PLANNERS • SURVEYORS 1661 E. CAMELBACK RD., STE. 275 PHOENIX, AZ 85016 PH 602.490.0535 FAX 602.325.0161
DATE:	03/07/13		
SCALE:	N.T.S.	<b>EXHIBIT "B"</b>	
DRAWN BY:	JDL		
CHECKED BY:	KJP		



## CITY COUNCIL AGENDA

---

**SUBJECT:**

Public Hearing – Time Extension for Avondale  
Commerce Park PAD Zoning - Alternatively  
Ordinance 1550-614 - Zoning Reversion

**MEETING DATE:**

6/16/2014

---

**TO:**

Mayor and Council

**FROM:**

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

**THROUGH:**

David Fitzhugh, Acting City Manager

---

**REQUEST:**

A one-year extension of Planned Area Development zoning on the subject property to expire April 17, 2015.

**PARCEL SIZE:**

Approximately 80 gross acres

**LOCATION:**

Northeast corner of 103rd Avenue and Van Buren Street

**APPLICANT:**

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

**OWNER:**

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

---

**BACKGROUND:**

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

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

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

On April 2, 2012, City Council granted a second one-year extension of PAD zoning for Avondale Commerce Park (case PL-12-0043). All previously approved conditions of approval remain in effect. On September 9, 2013, the City Council granted a third one-year extension of PAD zoning

for Avondale Commerce Park (case PL-13-0067) (Exhibit G). All previously approved conditions of approval remain in effect, and City Council approved the following four additional conditions:

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

On April 17, 2014, the PAD zoning expired on the subject property.

**SUMMARY OF REQUEST:**

The applicant is requesting a one-year extension of the expiration date of PAD zoning to April 17, 2015 (Exhibit H). If granted, this would be the fourth of a maximum four one-year extensions allowed by the Zoning Ordinance Section 603.D.5.

**PARTICIPATION:**

Not required.

**PLANNING COMMISSION ACTION:**

Not required.

**ANALYSIS:**

General Plan 2030

On August 28, 2012, Avondale voters ratified General Plan 2030. The land use map adopted with General Plan 2030 changed the designation of this property from Employment to Business Park. General Plan 2030 states that Business Park is intended for "...large scale campus developments that provides abundant employment opportunities..." and that the land use accommodates light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related industry manufacturers, and limited warehouse and support services that support these primary employment uses."

Some of the uses in the Avondale Commerce Park PAD that do not comply with Business Park are: Business schools (Permitted anywhere); Warehouse/distribution (Permitted anywhere); Hospital and emergency care center (Permitted anywhere); Gas Service station with Retail Gasoline Sales, Convenience Store, and Carwash (Permitted parcels C & D adjacent to Van Buren Street); General Retail with no single user to exceed 20,000 square feet building size (Permitted parcels C & D adjacent to Van Buren Street); Dancing, Theatrical or Music Studio (Permitted parcels C & D adjacent to Van Buren Street); Churches, Synagogues, Places of Worship (anywhere with a Conditional Use Permit); Indoor recreation including baseball/batting cage, ice skating arena, bowling alleys, gymnasiums, gymnastic clubs, indoor swimming pools, and similar uses (anywhere with a Conditional Use Permit); Automobile engine repair, body repair, upholstery, painting facilities and similar uses (anywhere with a Conditional Use Permit); and, Mini-storage within enclosed

building without exterior storage (anywhere with a Conditional Use Permit).

### Freeway Corridor Specific Plan, Zoning Ordinance, and Design Manual

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

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

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

### Transportation Plan & Van Buren Drainage/Recreation Corridor

The Avondale Commerce Park PAD is in compliance with the current Transportation Plan with respect to right-of-way dedications for abutting streets. The third PAD extension approved by City Council for this property contained a condition of approval to ensure that the future 103rd Avenue will align with the existing 103rd Avenue as it intersects with Roosevelt Street. The third PAD extension approved by City Council for this property also contained a condition of approval to ensure that the City has the ability to purchase additional right-of-way on Van Buren Street for the regional Van Buren Drainage/Recreation Corridor. To date, the additional right-of-way has not been purchased.

### PAD Zoning Reversion

Section 603.D of the Zoning Ordinance requires that property zoned PAD begin construction within three years of rezoning to PAD, unless granted an extension of PAD zoning by City Council. A maximum of four one-year extensions may be approved. Three one-year extensions have been previously granted, this request is for a fourth extension. The property was rezoned to PAD over seven years ago.

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

All previously approved conditions of approval will remain in effect for the PAD if this extension is granted.

### **Conclusion:**

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested one-year extension of PAD zoning.

**FINDINGS:**

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

**RECOMMENDATION:**

Staff recommends that the City Council APPROVE application PL-14-0069.

**PROPOSED MOTION:**

I move that the City Council **APPROVE** application PL-14-0069, a request for a one-year extension of PAD zoning for Avondale Commerce Park to expire April 17, 2015.

**ATTACHMENTS:****Description**

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

[Exhibit B - Vicinity Zoning Map](#)

[Exhibit C - Vicinity Aerial Photo 2013](#)

[Exhibit D - Summary of Related Facts](#)

[Exhibit E - Ordinance Rezoning Property to PAD](#)

[Exhibit F - PAD Development Plan](#)

[Exhibit G - City Council Minutes for Previous PAD Extension](#)

[Exhibit H - Application Request Narrative](#)

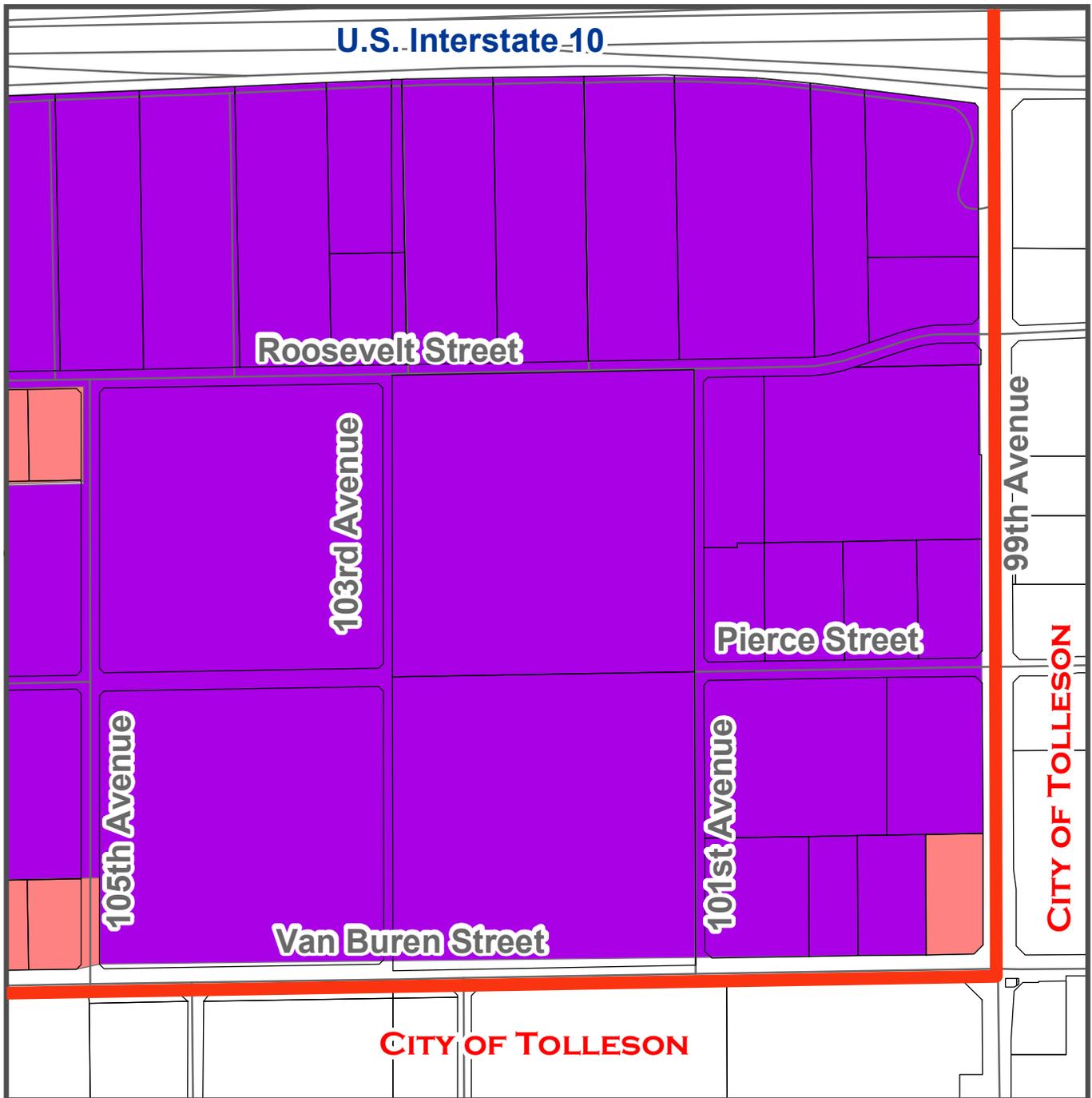
[Ordinance 1550-614](#)

**FULL SIZE COPIES: (Council Only)**

None

**PROJECT MANAGER**

Eric Morgan, Planner II (623) 333-4017



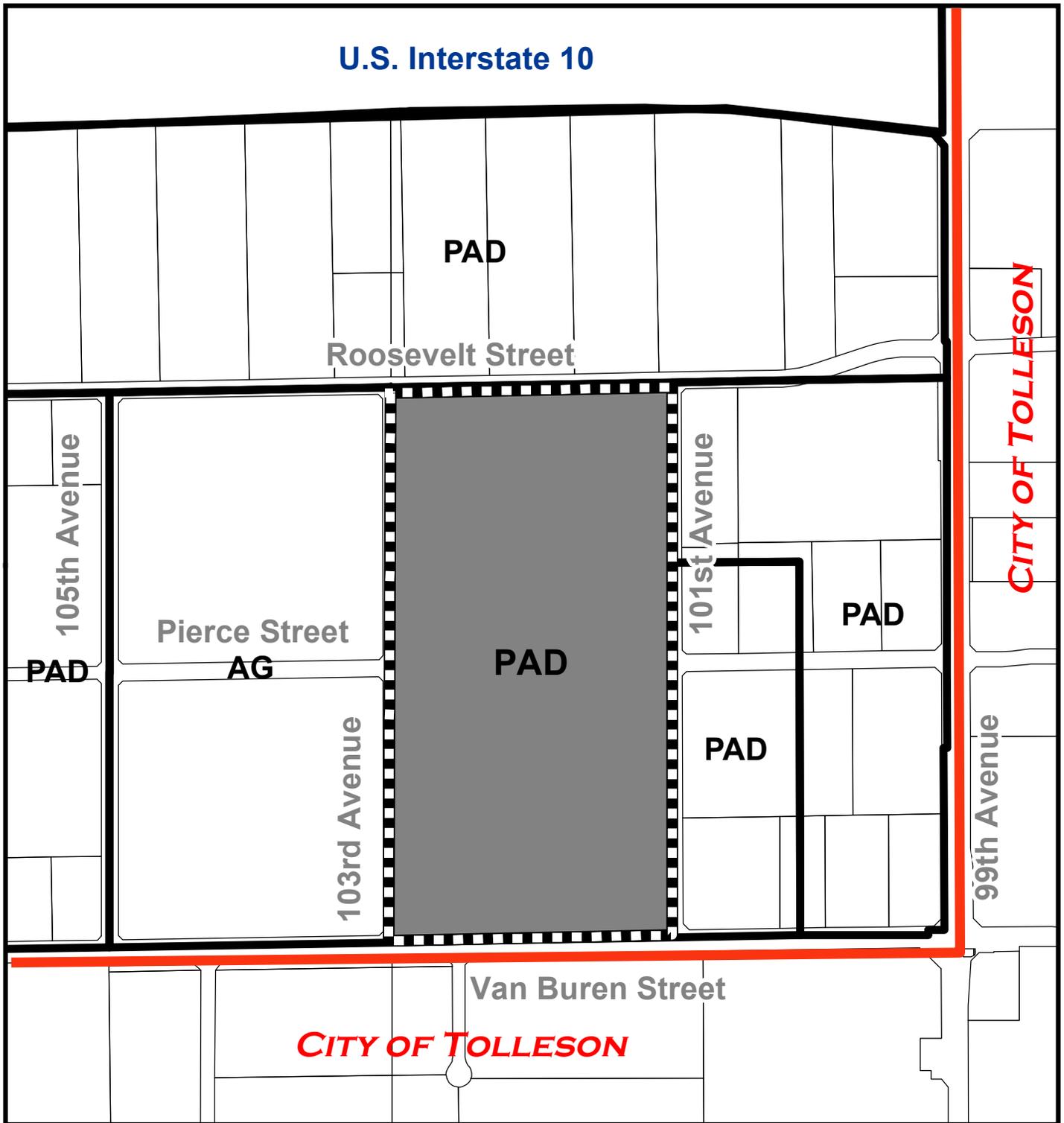
Avondale Commerce Park PAD Extension  
PL-14-0069

General Plan Land Use Map

 Business Park  Local Commercial

 Subject Property



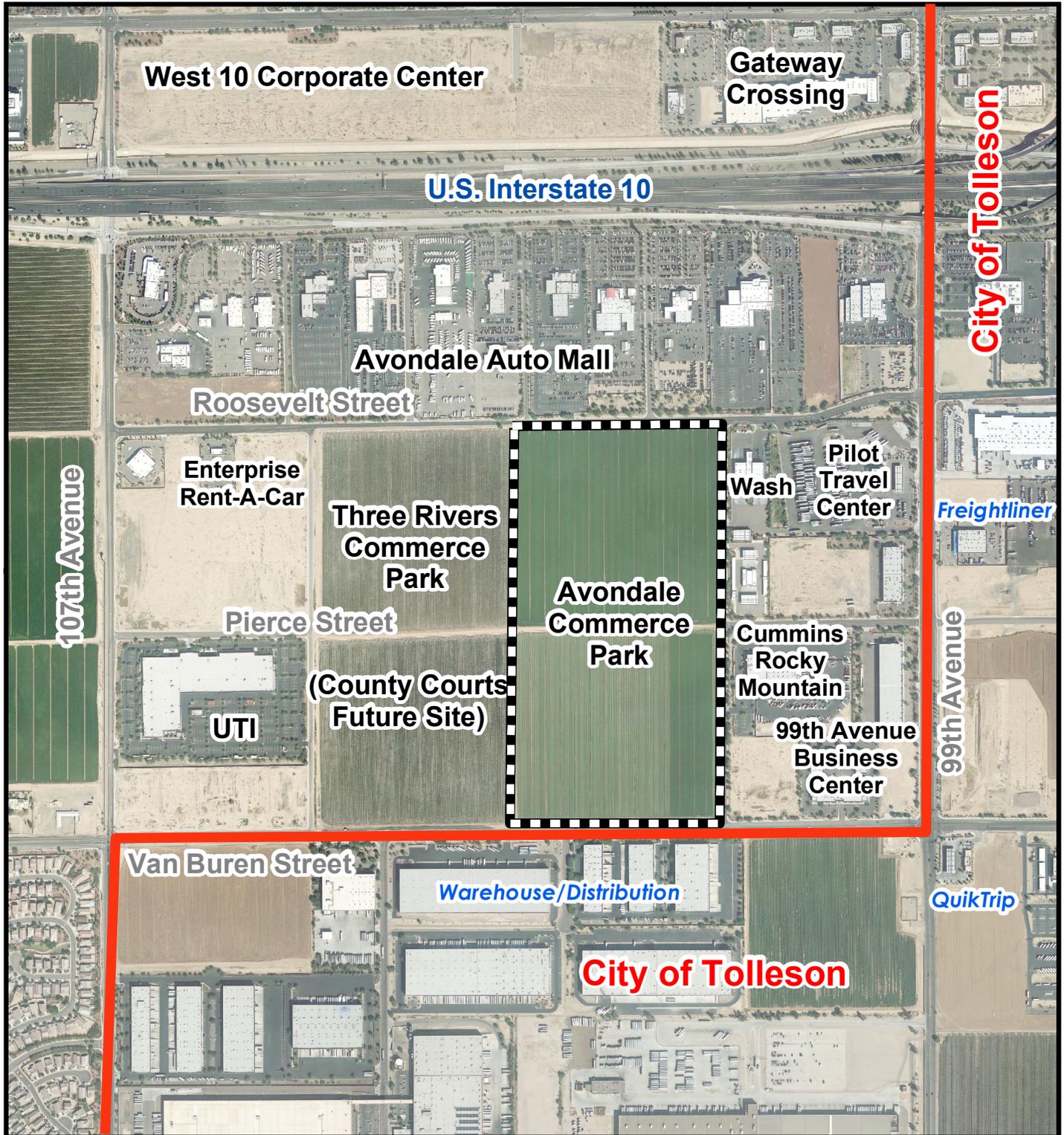


**Zoning Vicinity Map  
Avondale Commerce Park PAD Extension  
PL-14-0069**



**Subject Property**





**Aerial Photograph 2013  
 Avondale Commerce Park PAD Extension  
 PL-14-0069**



**Subject Property**



*SUMMARY OF RELATED FACTS*  
*APPLICATION PL-14-0069 AVONDALE COMMERCE PARK PAD EXTENSION*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 80 acres
LOCATION	NEC 103 <sup>rd</sup> Avenue & Van Buren Street
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat
EXISTING LAND USE	Vacant & farming
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 3/17/1986, Rezoned to PAD 3/17/2008, PAD Zoning Extensions 5/16/2011, 4/2/2012 & 9/9/2013
DEVELOPMENT AGREEMENT	No.

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

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

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

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

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

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

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

*UTILITIES*

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

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

**ORDINANCE NO. 1294-308**

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

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

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

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

**WHEREAS**, the Commission recommended approval; and

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

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

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

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

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

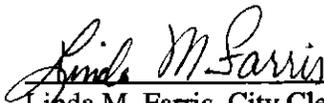
3. A contribution of 25% of the cost of a traffic signal at 103rd Avenue and Van Buren Street shall be required with approval of the Master Site Plan for the first phase. Additional traffic signals may be required depending upon the findings of traffic studies and analysis, as determined by the City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

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

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

  
Marie Rogers Lopez, Mayor

ATTEST:

  
Linda M. Farris, City Clerk

APPROVED:

  
Andrew J. McGuire, City Attorney

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

**[Map and Legal Description]**

See following pages.

**Exhibit A**

All that portion of the Northeast quarter of the Northwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 1, marked by a ½ inch rebar and cap RLS 34404;

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

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

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

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

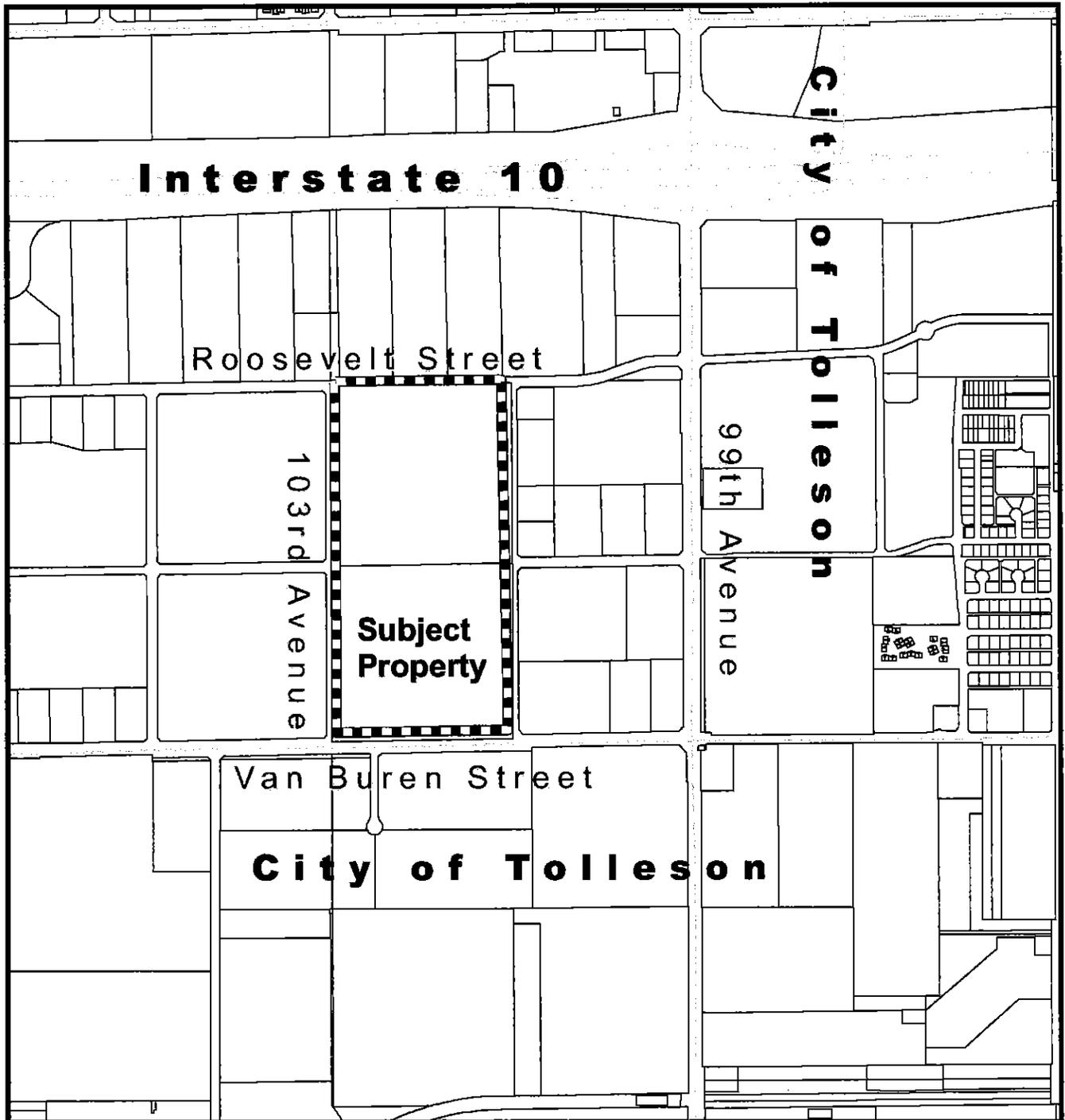
thence South 65 degrees 24 minutes 06 seconds West, a distance of 121.63 feet;

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

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

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

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



**Z-07-7**  
**Avondale Commerce Park**



**Subject Property**



A NARRATIVE REPORT FOR

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

**80-acres**

Located at the

*Northwest corner of 101<sup>st</sup> Avenue and Van Buren Street*

Developer

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

Applicant

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

Prepared for the  
**City of Avondale**

Prepared by:

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

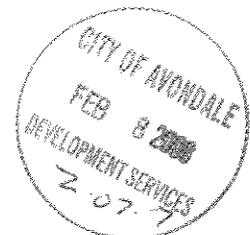
Preparation date:  
**Revised January 31, 2008**  
January 9, 2008  
October 8, 2007  
June 25, 2007  
August 18, 2006

CITY COUNCIL

Approved  
 Denied

Approved with  
Conditions

3-17-2008  
Date



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# LIST OF EXHIBITS

	<u><b>Exhibit</b></u>
Aerial Map.....	A
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# General Development Plan Narrative

## Introduction

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

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

## Consistency with the General Plan

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

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

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

## **Surrounding Land Uses and Zoning**

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

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

## **PAD Plan**

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

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

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

Exhibit F

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

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

## **Land Uses**

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

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

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

### ***Permitted Uses for the entire project***

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

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

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

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

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

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

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

***Prohibited Uses***

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

## **Circulation**

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

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

## **Landscape Plan**

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

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

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

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

## **Development Standards**

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

## Property Development Standards

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

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

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

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

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

## **Design Criteria**

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

### **Architecture**

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

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

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

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

### **Building Materials**

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

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

### **Color Palette**

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

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

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

### **Prohibited Materials and Color Palette**

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

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

### **Signage**

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

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

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

## **Grading and Drainage**

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

## **Public Utilities and Services**

The following identifies the providers of utilities and public services:

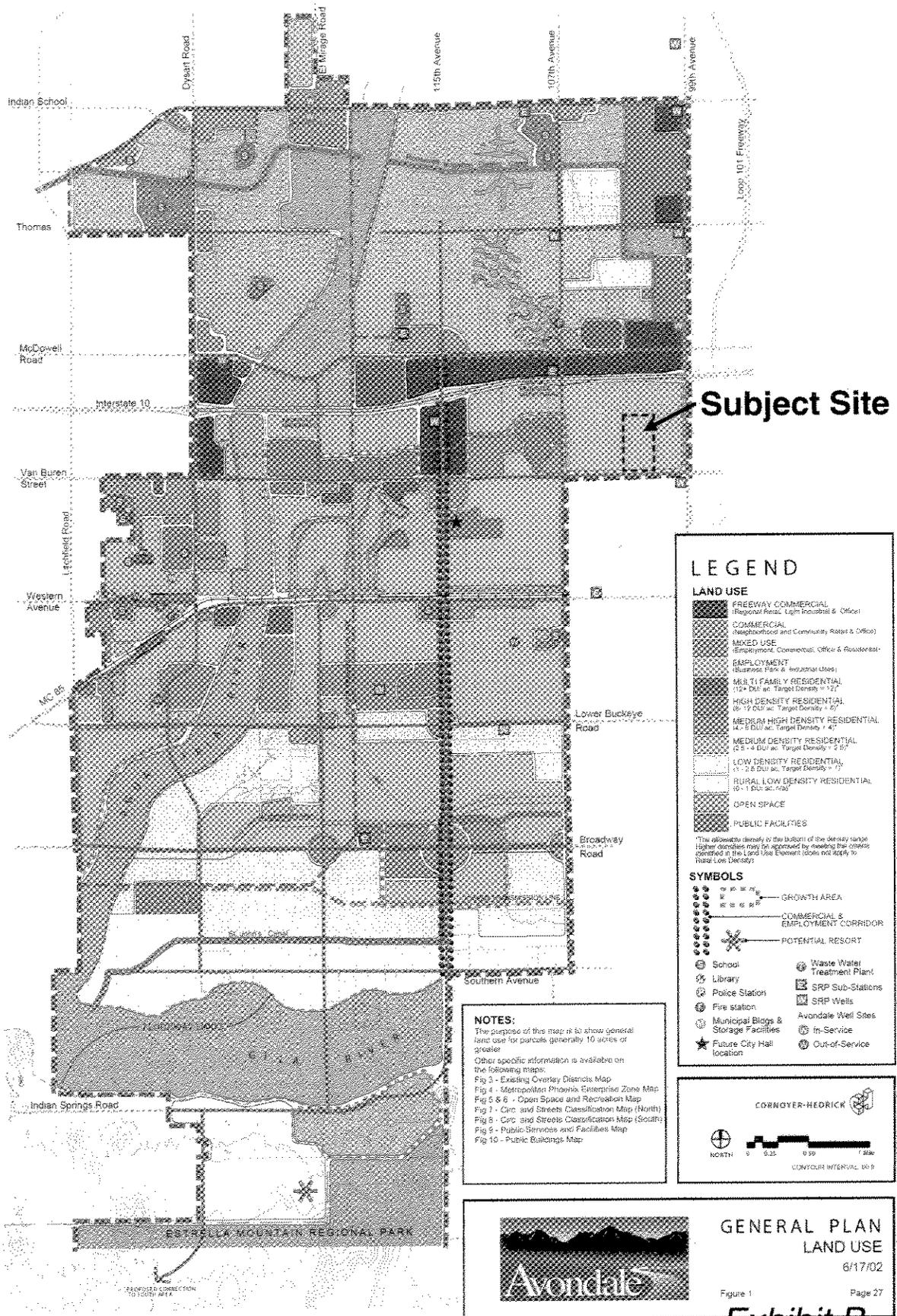
Sewer .....	City of Avondale
Water.....	City of Avondale
Electricity.....	Salt River Project (SRP)
Telephone.....	Local Provider
Cable TV.....	Local Provider
Gas .....	Local Provider
Refuse .....	City of Avondale or Private
Fire and Emergency .....	City of Avondale
Police .....	City of Avondale

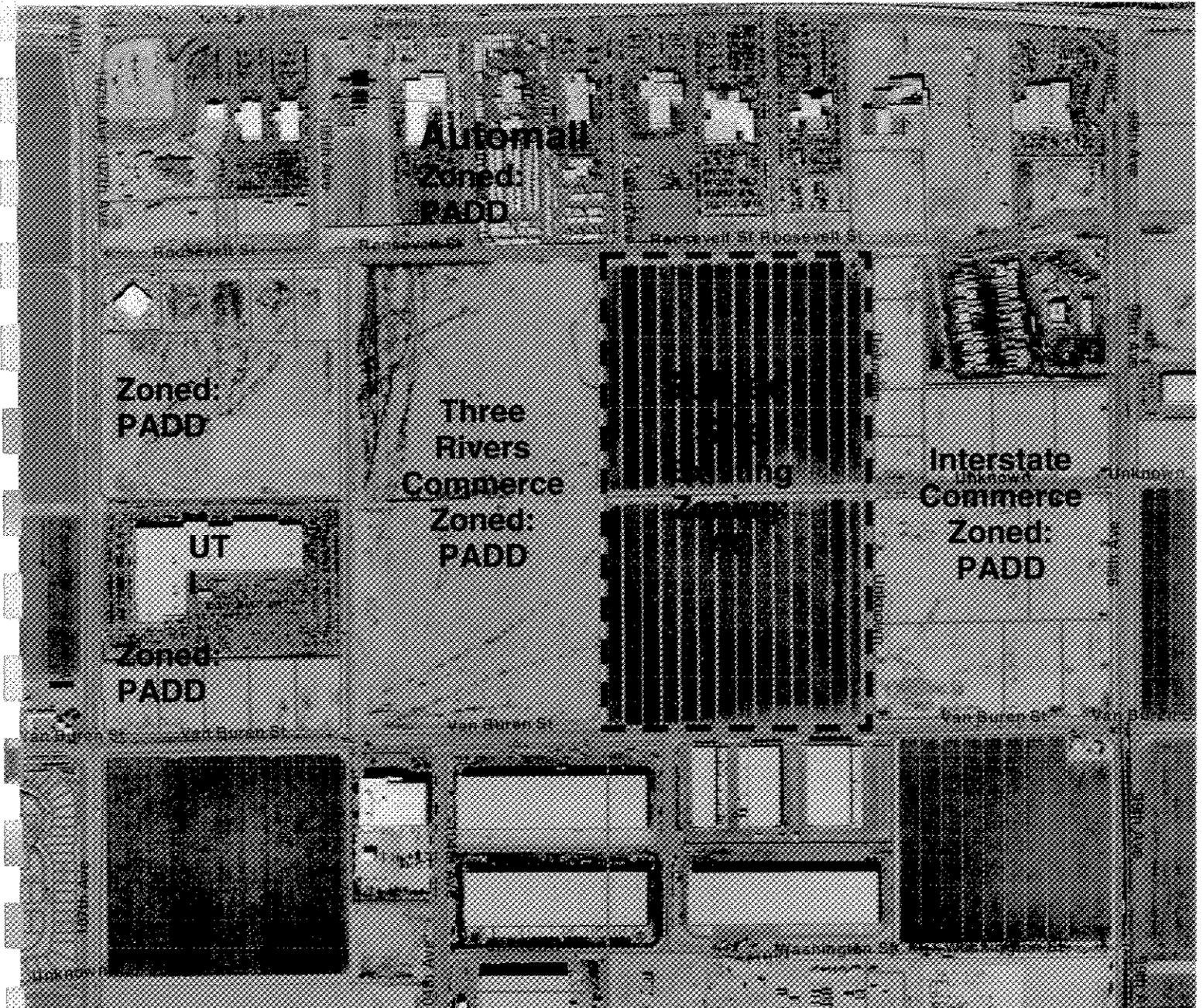
## **Phasing**

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

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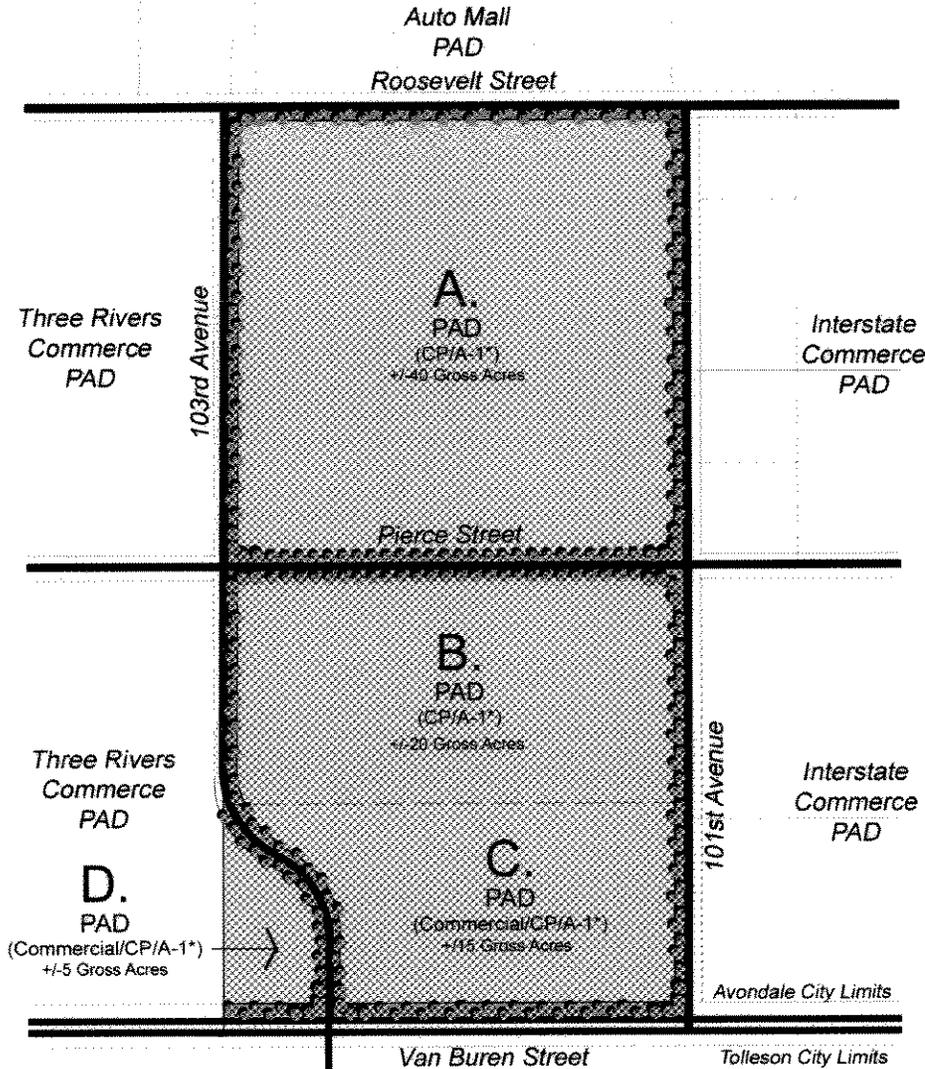
NORTH

**Existing Zoning**  
 NWC 101<sup>st</sup> Avenue and Van Buren Street

Proposed PAD for:

# Avondale Commerce Park

Avondale, Arizona



### Conceptual Plan Data:

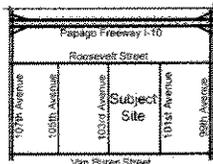
Parcel:	Land Use District:	Parcel Size:
A.	(CP/A-1*)	40 Gross Acres
B.	(CP/A-1*)	20 Gross Acres
C.	(C-2/CP/A-1*)	15 Gross Acres
D.	(C-2/CP/A-1*)	5 Gross Acres
<b>Total:</b>		<b>80 Gross Acres</b>

**Owner:**  
16150 Pioneer & Van Buren, L.L.C.  
101st Avenue & Roosevelt, L.L.C.  
5001 N. 51st Street, Suite 100  
Scottsdale, AZ 85250  
Phone: 480-442-3702

**Applicant/Design Representative:**  
Earl Curley & Legarde, P.C.  
2101 N. Central Avenue, Suite 1000  
Phoenix, AZ 85007  
Phone: 602-255-0094

**Prepared By:**  
Dillon Starko (Design, Inc.)  
P.O. Box 24581  
Tempe, AZ 85285  
Phone: 480-927-0200

### Vicinity Map:



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

**Not to Scale**  
Date: February 7, 2008



Minutes of the Work Session held September 9, 2013 at 6:00 p.m. in the Council Chambers.

**MEMBERS PRESENT**

Mayor Lopez Rogers and Council Members

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

**ALSO PRESENT**

Charlie McClendon, City Manager  
Rogene Hill, Assistant City Manager  
Daniel Davis, Economic Development Director  
Andrew McGuire, City Attorney  
Carmen Martinez, City Clerk

**2) ELECTRONIC FREEWAY PYLON SIGN**

Information regarding the potential for an electronic freeway pylon sign along the south side of Interstate 10 and east of the Agua Fria River.

Daniel Davis, Economic Development Director, noted that the Avondale Auto Mall currently has an electronic freeway pylon sign that was approved as part of its PAD. That sign is used to promote businesses on site, but some time is granted for use by the City of Avondale.

Mr. Davis said the Cities of Glendale and Goodyear have contracted for their own electronic freeway pylon signs. In both cases, municipal property is leased to advertising companies for the construction and operation of the billboard signs. The cities in turn receive one-time payments of \$500,000 per sign, as well as monthly rental fees and free access for civic event and public safety announcements.

Mr. Davis stated that electronic billboard signs are allowed strictly at the discretion of City Council. Staff has identified one site along the I-10 freeway next to the Coldwater Depot Logistics Center, on the east side of the Agua Fria River. The City is currently under contract for purchasing the approximately 2,200 square foot parcel for a well. The sign would enable the City to gain extra revenue, which could be appropriated at Council's discretion through the normal budgeting process.

Mr. Davis said at Council's direction, staff would continue to move forward with this effort by preparing a Request for Proposal (RFP) to determine the level of interest in such a sign. Considering the existence of two signs in Goodyear immediately to the west, it is unclear whether another sign in Avondale would be desirable, but currently about 130,000 vehicles pass by the location every day. Once a company is selected, the specific details of the sign and the terms of the deal would be negotiated.

Council Member Weise said he would keep an open mind on the proposal, but he expressed concern that the effectiveness of electronic signs would plateau as the numbers reach a saturation point. He requested more information on the revenue generated for Goodyear and Glendale.

Council Member Vierhout said City Council should explore the potential of a sign before making a decision. He requested information on the height required for an effective sign, and the impact it would have on nearby residents. Mr. Davis explained that the closest residents live in the Rancho Santa Fe Apartments on McDowell Road, which is about 1,900 linear feet away. The Coldwater subdivision is 2,900 linear feet away. People live about 700 linear feet away from a similar sign in Goodyear. Glendale's sign is about a mile away from any residences.

Vice Mayor Scott agreed that the City should release an RFP to see what happens. It is rare that the City has an opportunity to secure a constant revenue stream at no cost. Council Member Karlin requested specific details on the lumens emitted by the signs. Council Member Buster said he is curious to see what kind of deal Avondale could get, and inquired whether the city risked violating any dark skies ordinances. Mr. Davis said the City would consider those types of conflicts during the RFP process.

Council Member McDonald said the proliferation of large electronic signs has desensitized people to them. Goodyear turns their signs off late at night. He felt that billboards in general look bad, though he acknowledged that the income stream is tempting. While the City would not have to pay any money, these signs crowd the sky and detract from the sense of open space.

Council Member Weise noted that the City of Flagstaff conducted a study comparing the luminescence of floodlit signs and digital signs. That information would come in handy. Mayor Lopez Rogers noted that City Council expressed enough interest in the idea to explore the issue further.

### 3) ADJOURNMENT

The Work Session adjourned at 6:19 p.m.

  
\_\_\_\_\_  
Mayor Lopez-Rogers

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

### CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the Council of the City of Avondale held on the 9th day of September 2013. I further certify that the meeting was duly called and held and that the quorum was present.

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

Minutes of the Regular Meeting held September 9, 2013 at 7:00 p.m. in the Council Chambers.

**MEMBERS PRESENT**

Mayor Lopez Rogers and Council Members

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

**ALSO PRESENT**

Charlie McClendon, City Manager  
Christopher Reams, Director of Parks, Recreation & Libraries  
Eric Morgan, Development Services  
Randal Westacott, Building Official  
Andrew McGuire, City Attorney  
Carmen Martinez, City Clerk

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

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

**2) UNSCHEDULED PUBLIC APPEARANCES**

There were no unscheduled appearances.

**3) CONSENT AGENDA**

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

Mayor Lopez Rogers requested that Item 4(c) be considered separately.

**a. APPROVAL OF MINUTES**

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

**b. LIQUOR LICENSE TEMPORARY EXTENSION OF PREMISES – AMERICAN LEGION**

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

**c. COOPERATIVE PURCHASING AGREEMENT – GAZDA DATA SOLUTIONS, INC.**

A request to approve a Cooperative Purchasing Agreement with Gazda Data Solutions, Inc., under State of Arizona Contract No. ADSP012-033640 for communications cabling

systems materials and services in a maximum aggregate amount of \$75,000 over the term of the agreement.

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

A request to approve the Facilities Extension Agreement and the Ingress/Egress Agreement with Southwest Gas Corporation in the amount of \$53,142 to provide natural gas service to the City Center Phase III development.

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

A resolution authorizing the acceptance of a grant from the State of Arizona Department of Homeland Security in the amount of \$83,814 to purchase a Level A Terrorism Liaison Officer Vehicle for the Police Department.

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

An ordinance granting Arizona Public Service a Utility Easement for the PIR Lift Station Site.

Council Member McDonald moved to accept the consent agenda as presented. Council Member Weise seconded.

**ROLL CALL VOTE AS FOLLOWS:**

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

Motion carried unanimously.

**4) PUBLIC HEARING – ANNEXATION – ST. JOHN BOSCO OUTREACH CENTER**

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

Mayor Lopez Rogers opened the public hearing; there being no requests to speak, she closed the public hearing.

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

A resolution establishing a new policy for internment practices at the Goodyear Farms Cemetery. Christopher Reams, Director of Parks, Recreation & Libraries, said the City of Avondale took over the cemetery from the SunCor Development Company in May of 2010,

along with a \$24,000 trust fund to assist with the grounds keeping expenses. The cemetery was originally developed for former workers of the Goodyear Farms Labor Camp. Today it is celebrated as a community landmark. Volunteers provide their time and efforts to help maintain the cemetery, and many local families have connections to it.

Mr. Reams said the City has used the "Busey Letter" as its policy to determine burial eligibility at the cemetery. The document, which was written in 1979, limits eligibility to then current employees with a minimum of five years seniority, retired employees, their spouses and dependent children less than 18 years of age at the time. The restrictions continue to apply even as empty plots go unused. About 60 plots have been set aside for eligible workers, but another 60 plots would go unused unless the policy is changed.

Since the City took over the cemetery, approximately three burial requests have been denied due to the restrictions. Staff recommends that the City expand the eligibility to allow family members of individuals currently interred in the cemetery to be buried in the unused plots. This new policy would have no effect on eligibility for existing members. The city only provides the burial plots to eligible persons, all other costs are borne by the families of the deceased.

Council Member Weise inquired whether all 60 eligible members plan to be buried in the cemetery. Mr. Reams explained that staff is making contact with eligible persons as opportunities arise. Mayor Lopez Rogers noted that family connections to the cemetery have largely relied on memory. People who wish to be buried with relatives should be granted that opportunity. Council Member Weise said he approves of the changes. Council Member Vierhout concurred.

Council Member McDonald said when the letter was originally written, the number of available plots probably seemed reasonable and indicated he is in favor of the changes.

Council Member Weise moved to approve resolution 3131-913, amending the burial rights eligibility for the Goodyear Farms Cemetery. Council Member Vierhout seconded.

**ROLL CALL VOTE AS FOLLOWS:**

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

Motion carried unanimously.

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

A public hearing and a request by Mr. Michael J. Curley of Earl, Curley, and Lagarde, P.C., for a one-year extension of PAD zoning for Avondale Commerce Park, located on

approximately 80 acres of land at the northeast corner of 103rd Avenue and Van Buren Street.

Eric Morgan, Development Services, said this would be the third extension of a maximum four possible. The PAD was originally created in 2008 and has received two previous extensions. The Zoning Ordinance provides that construction must begin within three years, unless an extension is granted. The uses that are allowed in the PAD are similar to Commerce Park and General Industrial, with provisions for some Community Commercial C-2 along Van Buren. The PAD deviates from the Zoning Ordinance in terms of building heights, allowing for up to 84 feet under special conditions. Architectural design requirements are slightly different since the Design Manual for Commercial Industrial was updated. The PAD provides for a minimum Master Site Plan size of 10 acres and a minimum first phase site plan of 2.5 acres.

Mr. Morgan said staff recommends approval with four conditions. The City would purchase any right-of-way over 65 feet on Van Buren, up to a total of 100 feet. The 103<sup>rd</sup> Avenue alignment as it approaches Pierce Street must align with the existing driveway for safety reasons. A 12-inch waterline is required at 103<sup>rd</sup> Avenue and Pierce. The developer must agree to reimburse the City for the 16-inch waterline installed in Van Buren Street. If the PAD zoning extension is not granted, City Council could consider an ordinance reverting the zoning of the property back to Agricultural.

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

Council Member Weise moved to approve resolution application PI-13-0067 for a one-year extension of PAD zoning for Avondale Commerce Park to expire on April 16, 2014 subject to four recommended conditions of approval. Council Member Vierhout seconded.

**ROLL CALL VOTE AS FOLLOWS:**

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

Motion carried by a six to one vote.

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

A public hearing and considered a request to approve a Cable Television License Agreement with Qwest Broadband Services, Inc. dba CenturyLink.

Mr. McClendon stated that the applicant has requested a continuance on this matter until the October 7th meeting.

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

Council Member McDonald moved to continue this item to the October 7th City Council meeting. Vice Mayor Scott seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

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

Motion carried unanimously.

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

A resolution approving an amendment to the Licensing Time Frames Compliance Review Policy for licenses, permit applications, and plan review services as required by House Bill 2443.

Mr. McClendon said the state legislature passed Senate Bill 1598, called the "Regulatory Bill of Rights," in 2011. H.B. 2443 was passed in 2013 to address some of the problems with the original bill. The City must now amend its policy to be in compliance with the H.B. 2443.

Randal Westacott, Building Official, said the changes would apply to the Avondale Licensing Timeframes Compliance Review Policy. Several problems were found with the original bill. Applicants did not have the ability to modify their projects after they were submitted. Cities were restricted from communicating openly with applicants about their projects, and only had one opportunity to conduct a complete and thorough review after their applications were complete. Avondale began using a voluntary waiver policy to establish direct lines of communication with applicants, but that approach was discouraged.

Mr. Westacott said the newly adopted House Bill 2443 provides cities with a second opportunity to request information from applicants. Projects can now be extended by mutual agreement, up to 50% of the overall timeframe. Residential developments are now exempt, and the requirements only apply to commercial and industrial development. Under H.B. 2443 cities are now prevented from offering waivers.

Mr. Westacott explained that Avondale's amended policy reduces the overall timeframe for reviewing a project from 36 working days to 34. The waiver policy has been removed. Exempt licensing permits have been removed, and the City will revert to using the same policy for residential permits that was in place before S.B. 1598 was enacted. These changes will ensure that Avondale is in compliance with H.B. 2443, and the reduced

timeframes will improve customer service. Staff recommends approval and implementation of the resolution by September 13, 2013.

Council Member Buster inquired whether H.B. 2443 contains any unintended consequences for Avondale. Mr. Westacott explained that the original bill contained several unintended consequences that encumbered municipalities from providing good customer service. The amended bill does improve lines of communication throughout the process.

Council Member Weise said the original bill was a poorly written law designed to address problems that did not exist. The amended bill unfairly punishes commercial and industrial builders. He inquired whether these bills have cost the city money. Mr. Westacott responded that a great deal of staff time was required to understand the confusing law and update the City's workflow processes accordingly. The amended bill will require the implementation of many more changes. Council Member Weise noted that this is the second time in recent history in which the legislature changed their laws to reflect something that Avondale had taken the lead on. Cities have had to bear the cost of the lobbying effort required to change the law.

Vice Mayor Scott queried whether the bill contains penalties for failure to comply. Andrew McGuire, City Attorney, said the original statute created citizen suit opportunities allowing disgruntled parties to sue cities, and mandates that cities pay attorney fees if the suits result in changes. Before the law, suits had to be created by the Attorneys General of the counties in which the cities resided.

Council Member Karlin commented that once again cities had to pay to fix the mistakes of the legislature. Mayor Lopez Rogers said the problems could have been avoided had the legislature consulted cities before they enacted the law.

Council Member McDonald moved to approve Resolution 3135-913, an amendment to the Licensing Timeframes Compliance Review Policy. Council Member Vierhout seconded.

ROLL CALL VOTE AS FOLLOWS:

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

Motion carried by a six to one vote.

**9) EXECUTIVE SESSION**

- a. An executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding potential litigation with respect to tax matters.

Council Member Weise moved to adjourn into executive session. Council Member Vierhout seconded.

ROLL CALL VOTE AS FOLLOWS:

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

Motion carried unanimously.

**10) ADJOURNMENT**

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

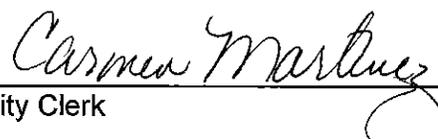
City Council meeting adjourned at 8:47 pm.

  
Marie Lopez Rogers

  
Carmen Martinez, CMC  
City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 9th day of September 2013. I further certify that the meeting was duly called and held and that the quorum was present.

  
Carmen Martinez  
City Clerk

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

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

3101 North Central Avenue  
Suite 1000  
Phoenix, Arizona 85012

April 11, 2014

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

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

Dear Mayor Lopez Rogers and Members of the City Council:

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

The owners of the property wish to apply for their final one (1) additional year PAD time extension to allow the zoning to remain in place, in light of the significant recession that both our nation and our valley have experienced these past six years. The proposed PAD time extension does not change the overall intent of the approved Avondale Commerce Park zoning for this employment project. No changes are proposed to the Site Plan, Elevations, or any other supporting documentation for this site.

**Background**

The Avondale Commerce Park is an 80-acre rectangular shaped property located at the northwest corner of 101<sup>st</sup> Avenue and Van Buren Street. The property is south of the Avondale Auto Mall and is bordered on the south by the City of Tolleson. As you are aware, the General Plan encourages employment development adjacent to the I-10 freeway. The approved Avondale Commerce Park Planned Area Development (“PAD”) zoning remains consistent with the City’s General Plan 2030 Land Use Map and the Freeway Corridor Specific Plan and complements the adjacent existing land uses including the Avondale Auto Mall, UTI, Cummins and Warehouse/Distribution facilities in the surrounding area. The property has remained under the same ownership for approximately 9 years.

On April 16, 2013, the City Council approved the 3<sup>rd</sup> request to extend the PAD zoning for this site. As mentioned, this proposed time extension does not change the overall intent of the

approved Avondale Commerce Park zoning for this commerce/employment project. The approved PAD zoning at this location is to accommodate the development of a commerce park development, which could include commerce/office park, warehousing and certain light industrial uses such as manufacturing, assembly and subassembly uses and support retail services for the project and area, all of which operate in a comprehensively planned and attractive development.

The site enjoys excellent regional access due to its geographic proximity to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway (Loop 101). The site is approximately 1,100-foot south of the I-10 Freeway that connects Phoenix to Los Angeles. There are two I-10 freeway interchanges within one mile of the site. A full I-10 Freeway interchange is at 99<sup>th</sup> Avenue, and a half diamond interchange at 107<sup>th</sup> Avenue. The Loop 101 is approximately one and one-quarter miles northeast of the site and has a full stack interchange with I-10. The Loop 101 connects I-10 to Interstate-17 by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Loop 101 greatly expands the site's employment shed and market area in terms of available labor supply, access to major markets, and business linkages.



Our firm was involved in the original rezoning case and can therefore state that we negotiated, drafted, and redrafted this PAD after months and months of discussions with Staff to incorporate

scores of suggestions and recommendations made by Staff. All of these suggestions were added to ensure that the PAD was consistent with the City's vision for properties that lie within the Freeway Corridor and employment corridor. The City's vision for this area and the goals has not changed. The City still wants quality employment areas, and in accordance with the General Plan Land Use Plan, this site is located at one of the three planned "employment" areas along the I-10 Freeway. Given its location, the subject site is perfectly suited for an employment development. The approved zoning and land use are appropriate and can be supported by the transportation system.

### *Details of Request*

Given the severity of the current recession (both locally and nationally--which most experts agree has been the worst recession in the last 55 years), the owners are merely seeking a fourth and final one-year extension of the PAD approval time limit as specifically set forth in the Zoning Ordinance, Section 601.D.5. No other changes to the land plan, development standards, or permitted uses are being proposed. This extension will allow the zoning to remain on the property and allow this project to move forward as the market recovers over the next few years.

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

According to Jones Lang LaSalle, the industrial landscape in Phoenix is set up for a strong performance in 2014. As fiscal insecurities and government risks fade into the background, construction and housing will drive the recovery through the next year. A handful of larger tenants over 200,000 square feet are ready to commit to space, and smaller users will continue to stay active as home building gains momentum. Steady job gains are expected to continue with Trade, Transportation, and Utilities and Construction leading the way.

The Phoenix industrial market recorded a very strong end to 2013 with 2.5 million square feet of total net absorption across all industrial product types. This substantial improvement added to year-end values totaling 3.6 million square feet absorbed over the last 12 months. Many corporate occupiers continue to hold off on any strategic decisions until the last minute to make sure they have an accurate understanding of their space needs. These users need to move to existing buildings in order to accommodate their timing requirements. With that in mind, Phoenix will likely benefit significantly in the long term by attracting major corporate occupiers because the valley has a critical mass of high-quality, institutional grade spec projects that are ready for occupancy. The last time Phoenix delivered a significant amount of spec space, the end

result was that Amazon made commitments in excess of 4 million square feet because those projects had already been built.

**The good news is that after several years of inactivity, there is now considerable activity from specific users** who are looking to locate along the Valley's freeway corridor system. Should the next few quarters see similar occupancy gains, experts expect the market to see single-digit overall vacancy. A one-year extension is essential for this property to have the opportunity to be developed in the manner originally envisioned when the PAD was approved.

### *Marketing Efforts*

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

Arizona continues to attract a lot of attention from out-of-state users. The pipeline of companies that will be new to the greater Phoenix area will most likely be from California, especially given less-than-favorable tax and other business costs found there. JLL is currently tracking 15 active industrial employers that are looking for either design build or existing building solutions. Some examples of prospects considering the southwest valley include:

- Project Portfolio seeks ±2M – 7M s.f. manufacturing solution by the end of 2015;
- Undisclosed consolidation project toured the Phoenix market 3 years ago and has reemerged seeking ±625,000 s.f. distribution space;
- Project Knockout is a global company seeking ±450,000 s.f. build to suit for purchase distribution solution;
- Undisclosed E-Commerce prospect seeks ±300,000 s.f. solution for 3 year deal;
- Undisclosed prospect seeks Q4 2014 occupancy for ±300,000 s.f. distribution space.

JLL continues to promote the subject site via hard-copy marketing materials including brochures, signage, websites, mailings, etc. and has conducted extensive promotional activities associated with this property. The site information pertains to such site-specific characteristics as zoning, utilities, transportation, demographic, labor, and other related information. **This information has been posted on various websites including Costar, LoopNet, Xceligent, GPEC, and JLL.** In addition to Internet postings, **this marketing material is regularly sent out** via email every four weeks. Targeted recipients are industry professionals including:

1. Local, regional, and state economic development professionals
2. Local 3<sup>rd</sup> party commercial/industrial brokers
3. National 3<sup>rd</sup> party commercial/industrial brokers
4. Site selection professionals

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

### *Property Exposure at National Conferences*

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

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

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

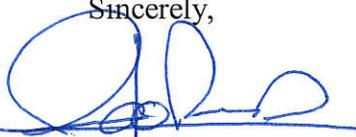
### *Conclusion*

At the time of the original zoning approval, the owners and the City never anticipated the severity of this economic recession. The number of approved plans in the area have all suffered from the recession. The approved zoning and land uses remain valid and appropriate, but more time is needed to allow the Valley's economy to recover and restore viability for this project. There has been considerable investment made by the property owners on architects and engineers to plan out this commerce/employment project, which is compatible and consistent with the City's vision for this area. The project is well-located and well-designed to provide employment to this area as the economy recovers. All other conditions associated with the zoning will remain on the property as previously approved.

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

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

Sincerely,

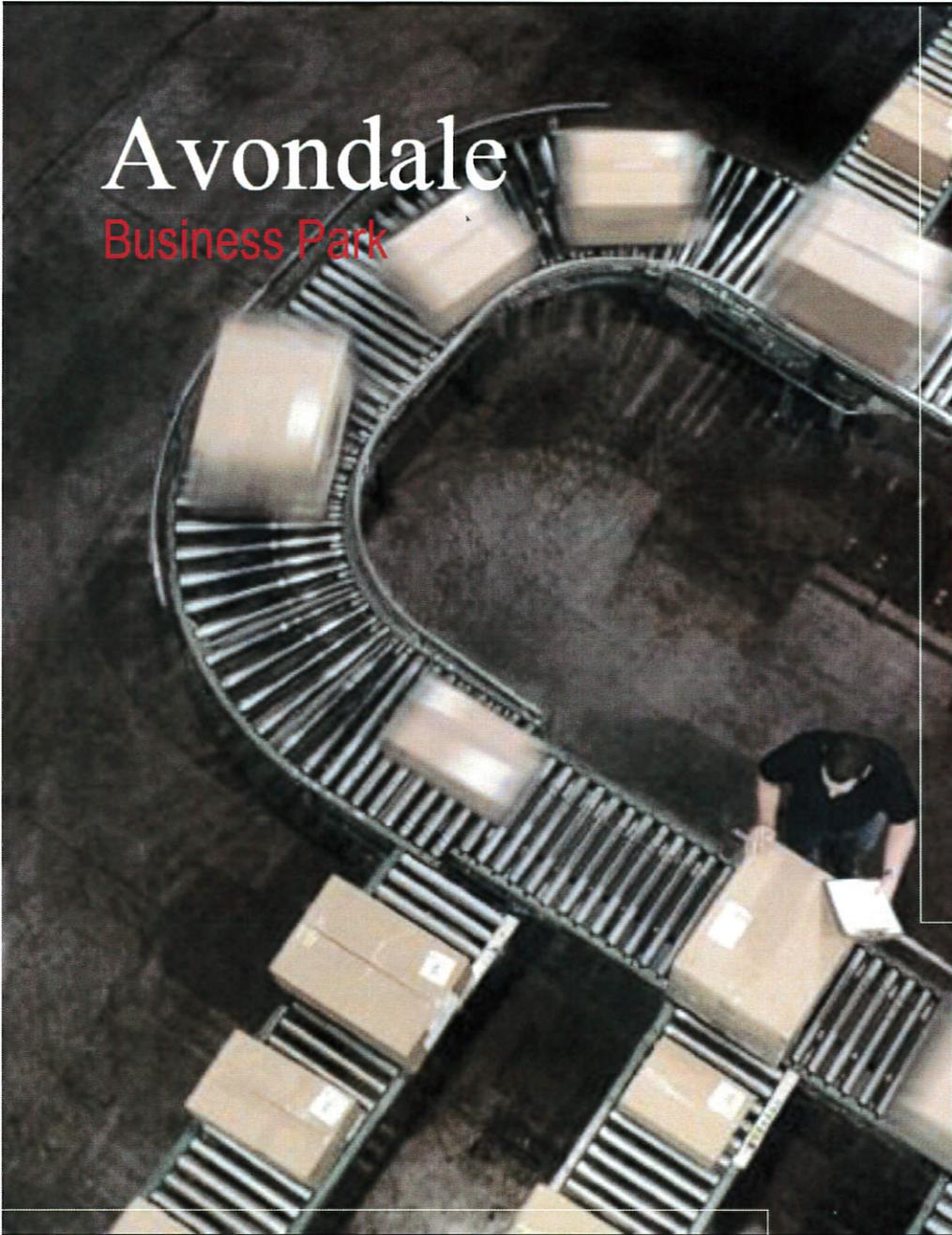


FOR Michael J. Curley

MJC/rot

# Avondale

Business Park



Avondale

101<sup>st</sup> Avenue and Van Buren, Avondale, Arizona

For sale

 JONES LANG  
LASALLE  
*Real value in a changing world*

# Avondale

## Business Park

### City of Avondale, facts

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



GREATER PHOENIX  
ECONOMIC COUNCIL



### Property features

- ±80 acres, divisible
- APN's: 102-54-001D and 102-54-001E
- Pad Zoning: City of Avondale
- Permitted uses:  
Industrial Warehouse/Flex/Manufacturing
- Utilities:  
  
Water: City of Avondale  
12" Van Buren Road  
12" Roosevelt Parkway  
12" 101<sup>st</sup> Ave  
  
Sewer: City of Avondale  
15" Van Buren Road  
10" Roosevelt Parkway

### Foreign Trade Zone capable

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

### Arizona Incentive Programs

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

101st Avenue and Van Buren, Avondale, Arizona



Real value in a changing world

# Premier industrial opportunity





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

# Avondale BusinessPark



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[www.us.joneslanglasalle.com/phoenix](http://www.us.joneslanglasalle.com/phoenix)

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**ORDINANCE NO. 1550-614**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF 103RD AVENUE AND VAN BUREN STREET AS SHOWN IN FILE NUMBER PL-14-0069, REVERTING THE ZONING ON SUCH PROPERTY FROM PLANNED AREA DEVELOPMENT (PAD) TO AGRICULTURAL (AG).

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

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

**WHEREAS**, the City Council approved three one-year extensions of the PAD zoning on May 16, 2011, April 2, 2012 and September 9, 2013; and

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

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

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

**WHEREAS**, the City Council held a public hearing regarding the Rezoning Reversion and amendment to the Zoning Atlas on June 16, 2014.

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

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

SECTION 2. The Planned Area Development (PAD) zoning for the ± 80 acre parcel of real property generally located at the northeast corner of 103rd Avenue and Van Buren Street, as shown in file number PL-14-0069, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby reverted to Agricultural (AG) zoning and the Zoning Atlas is hereby amended to reflect the Rezoning Reversion from PAD to AG.

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

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 16, 2014.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1550-614

(Legal Description and Map)

See following pages.

Commerce Center

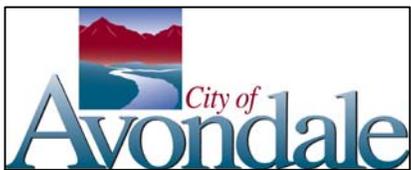
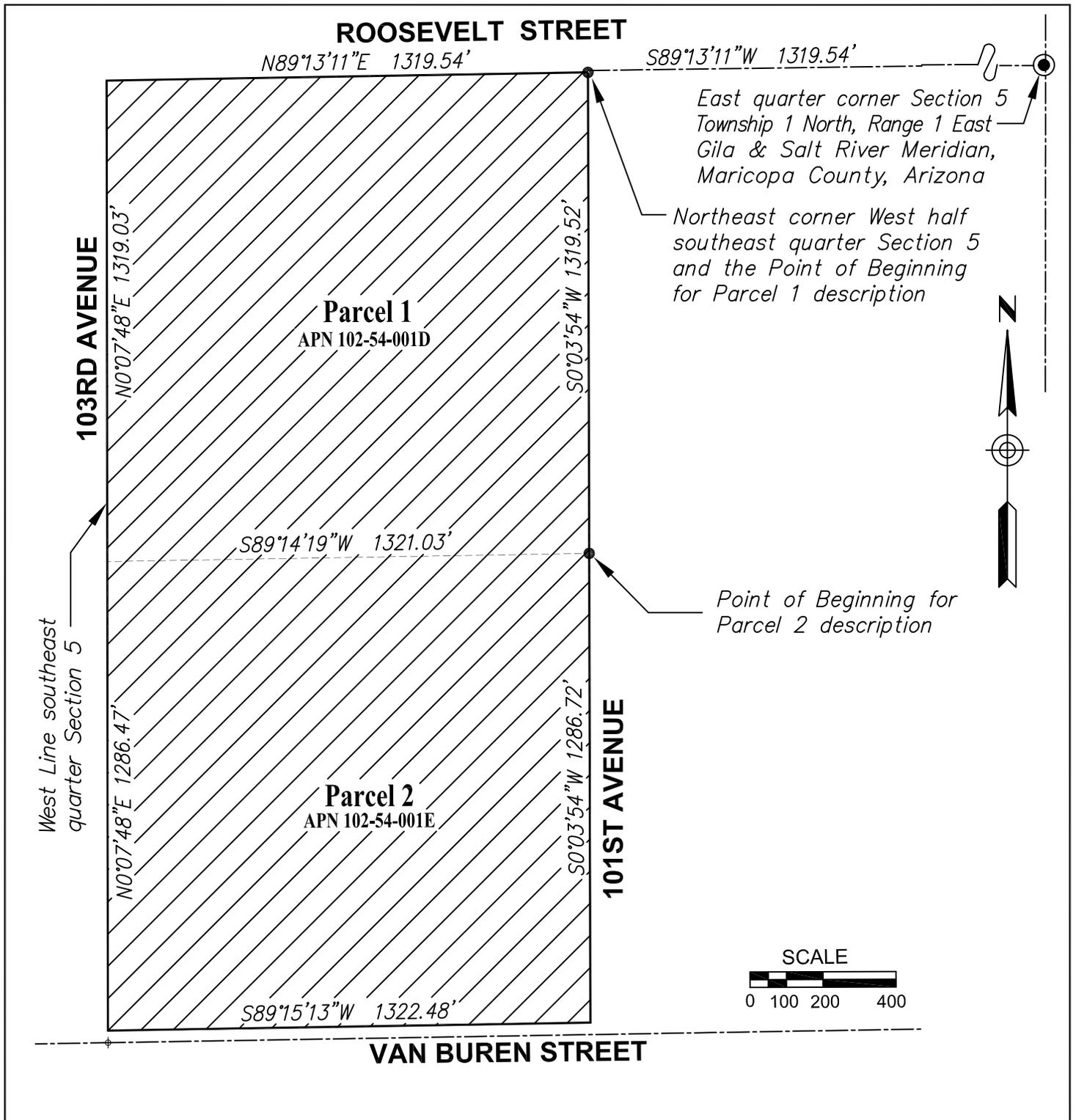
Legal Description for Rezoning Purposes

80 Acres at Northeast corner Van Buren Street and 103<sup>rd</sup> Avenue

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

**LEGAL DESCRIPTION**

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



ENGINEERING  
DEPARTMENT

EXHIBIT MAP  
TO LEGAL DESCRIPTION  
FOR ZONING PURPOSES  
AVONDALE COMMERCE PARK

DATE: 5-2-2013  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: CH

PROJECT NAME  
AVONDALE COMMERCE  
PARK ZONING  
PAGE: 1 of 1



## CITY COUNCIL AGENDA

---

**SUBJECT:**

Public Hearing - Time Extension for Diamond P  
Ranch PAD Zoning - Alternatively Ordinance  
1549-614 - Zoning Reversion

**MEETING DATE:**

6/16/2014

---

**TO:**

Mayor and Council

**FROM:**

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

**THROUGH:**

David Fitzhugh, Acting City Manager

---

**REQUEST:**

A one-year extension of Planned Area Development zoning on the subject property to expire April 17, 2015.

**PARCEL SIZE:**

Approximately 244 gross acres

**LOCATION:**

South and west of the southwest corner of Avondale Boulevard and Lower Buckeye Road

**APPLICANT:**

Ms. Carolyn Oberholtzer, Bergin, Frankes, Smalley & Oberholtzer (602) 888-7860

**OWNER:**

TGV Investments, LLC (John Vanderwey) (602) 955-0582 and Silver Bullet, LLC (Michael Pylman)

---

**BACKGROUND:**

Approximately 40 acres of the property is identified as Estate/Low Density Residential (density up to 2.5 dwelling units per acre (du/ac), target 1 du/ac) along the east property line and the balance of the property Medium Density Residential (density 2.5 – 4 du/ac, target 2.5 du/ac) on the General Plan Land Use Map (Exhibit A). The property is zoned Planned Area Development (PAD) (Exhibit B). The property currently operates as a dairy farm (Exhibit C).

On March 17, 2008, the City Council annexed the property into the City and zoned it Agricultural (AG). At the same meeting, the City Council approved application Z-07-4 and rezoned the property to PAD through Ordinance 1296-308 (Exhibits E and F). At the March 17, 2008 meeting, City Council also approved a Preliminary Plat for the property as case PP-07-2. The Preliminary Plat expired March 17, 2009.

On June 20, 2011, the City Council granted a one-year extension of PAD zoning for this property by approval of application PL-11-0033. This was the first of a maximum possible four one-year PAD

zoning extensions allowed. On June 3, 2012, the City Council granted a second one-year extension of PAD zoning for this property by approval of application PL-12-0075. On May 20, 2013, the City Council granted a third one-year extension of PAD zoning for this property by approval of application PL-13-0077 (Exhibit G). On April 17, 2014, the PAD zoning on this property expired.

**SUMMARY OF REQUEST:**

The applicant is requesting a one-year extension of the PAD zoning expiration date to April 17, 2015 (Exhibit H).

**PARTICIPATION:**

Not required.

**PLANNING COMMISSION ACTION:**

Not required.

**ANALYSIS:**

Conformance with the General Plan Land Use Map and Densities

Diamond P Ranch was rezoned PAD in conformance with the previous General Plan (Exhibit I). Subsequently, voters ratified General Plan 2030 with a new Land Use Map (Exhibit A). The Development Plan for the property substantially complies with the current General Plan with the exception of three areas, further detailed as follows:

1. The Development Plan shows 42 large lots (105' by 200') on approximately 30 acres along Lower Buckeye Road (Exhibit F, page 11), for a density of approximately 1.4 dwelling units per acre (du/ac). This area is shown as Medium Density Residential (2.5 to 4 du/ac) in the current General Plan.
2. The Development Plan shows 120 medium sized lots (63' by 115', 68' by 115', and 73' by 120') and a community park on approximately 40 acres along 119<sup>th</sup> Avenue adjacent to Fleming Farms (Exhibit F, page 11), for a density of approximately 3 du/ac. This area is shown as Estate/Low Density Residential (up to 2.5 du/ac) in the current General Plan.
3. The Development Plan provides for an 18.67 acre site in the center of the property that can develop with a maximum of 130 single-family attached (townhomes) or as a school (Exhibit F, page 11). If the townhomes are developed, the maximum density would be 7 du/ac. This area is shown as Medium Density Residential in the current General Plan, and thus the density is too high. It should be noted that this area had the same density designation under the previous General Plan, and the Development Plan was approved because it provided for a variety of housing types and did not significantly raise the overall low density of the proposed development.

Diamond P Ranch furthers City Council's vision for Avondale south of Lower Buckeye Road by providing for low density residential development on larger lots, as compared to existing residential developments north of Lower Buckeye Road, and a variety of housing choices that can include townhomes, side-entry garages, 3-car and 4-car garages, semi-detached casitas, and courtyard features on homes.

The density of the 42 large lots along Lower Buckeye Road is approximately 1.4 du/ac, the density of the potential townhome site with 130 units is approximately 7 du/ac, and the density of the remaining 195 acres with 542 medium sized lots is 2.8 du/ac. The overall density of the entire property with townhomes is 2.9 du/ac, and without townhomes is 2.4 du/ac. By contrast, the densities of adjacent communities are: Del Rio Ranch 3.4 du/ac; Cantada Ranch 3.4 du/ac; and Fleming Farms 2.9 du/ac. None of the adjacent communities provide for townhomes.

## School Site or Single Family Attached

In the center of the property is an 18.67 acre site identified by the PAD as being for a school site or single-family attached (townhomes). The 18.67 acre site was located and dimensioned in accordance with Littleton School District specifications for a primary school (K through 8). The property is not dedicated for a school, and was not credited towards minimum Open Space requirements for the PAD. Whether the school district eventually acquires the site, the Open Space amount will not change (see Open space below).

## Architecture and Design

The PAD provides for single-family detached homes in Spanish Mission, Contemporary Southwest, and Ranch architectural styles. The representative plots shown in the Development Plan show courtyards on every home, in a variety of locations and sizes, with two-, three- and four-car garages, including side-entry garages (Exhibit F, pages 64 - 66). The PAD also provides for townhomes of two- or three-stories height. These represent housing types underrepresented in Avondale, or not represented at all.

## Conformance with the Zoning Ordinance Development Standards

The PAD development standards exceed the current Zoning Ordinance by providing for greater lot coverage by buildings (45% and 50% compared to 40%), reduced front yard setbacks for side-entry garages (12' compared to 15'), and increased height for the single family attached homes (up to 3-stories and 40' compared to 2-stories and 30'). The PAD is more restrictive by providing for greater lot areas, greater lot lengths, a minimum of four elevation and 4 floor plans per lot size category, and each development phase to have a different architectural character to provide a sense of unique neighborhood.

## Open Space

The PAD provides for a minimum of 14.78% active Open Space. The current Zoning Ordinance standard is a minimum of 15%, but at the time of PAD approval the minimum standard was 10%. Active Open Space consists of multi-use trails and parks developed with lawns and furniture, such as, ramadas, barbeques, volleyball, and half-court basketball. The total of active Open Space and passive Open Space, consisting of non-landscaped areas beneath the powerlines outside the multi-use trail improvements, exceeds 20% of the site.

## Phasing

Construction of all perimeter offsite infrastructure improvements shall be in the first phase of development, and shall also include the internal collector streets of 119 the Avenue and Elwood Drive connecting Lower Buckeye Road and Avondale Boulevard.

## PAD Zoning Reversion

If the PAD zoning extension is granted, this would be the final of a maximum of four one-year extensions allowed by the Zoning Ordinance. The one year extension would expire April 17, 2015. If the PAD zoning extension is not granted, Section 603.D of the Zoning Code provides for the ability of City Council to revert the zoning to the previous zoning of Agriculture (AG). As a matter of standard procedure, staff has prepared an Ordinance to revert the zoning from PAD to AG should the City Council so desire. The required notifications by Certified Letter of possible zoning reversion have been complied with per Section 603.D of the Zoning Code.

All conditions of approval provided for in Ordinance 1296-308, rezoning the property to PAD, continue in effect if this extension is granted (Exhibit E).

**Conclusion:**

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested one-year extension of PAD zoning.

**FINDINGS:**

The proposed request substantially complies with the goals and intent of the General Plan, the Zoning Ordinance, and the Single Family Residential Design Manual.

**RECOMMENDATION:**

Staff recommends that the City Council APPROVE application PL-14-0070.

**PROPOSED MOTION:**

I move that the City Council **APPROVE** application PL-14-0070, a request for a one-year extension of PAD zoning for Diamond P Ranch to expire April 17, 2015.

**ATTACHMENTS:****Description**

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

[Exhibit B - Vicinity Zoning Map](#)

[Exhibit C - Vicinity Aerial Photo 2013](#)

[Exhibit D - Summary of Related Facts](#)

[Exhibit E - Ordinance Rezoning Property to PAD](#)

[Exhibit F - PAD Development Plan](#)

[Exhibit G - City Council Minutes of the Previous PAD Extension](#)

[Exhibit H - Application Request Narrative](#)

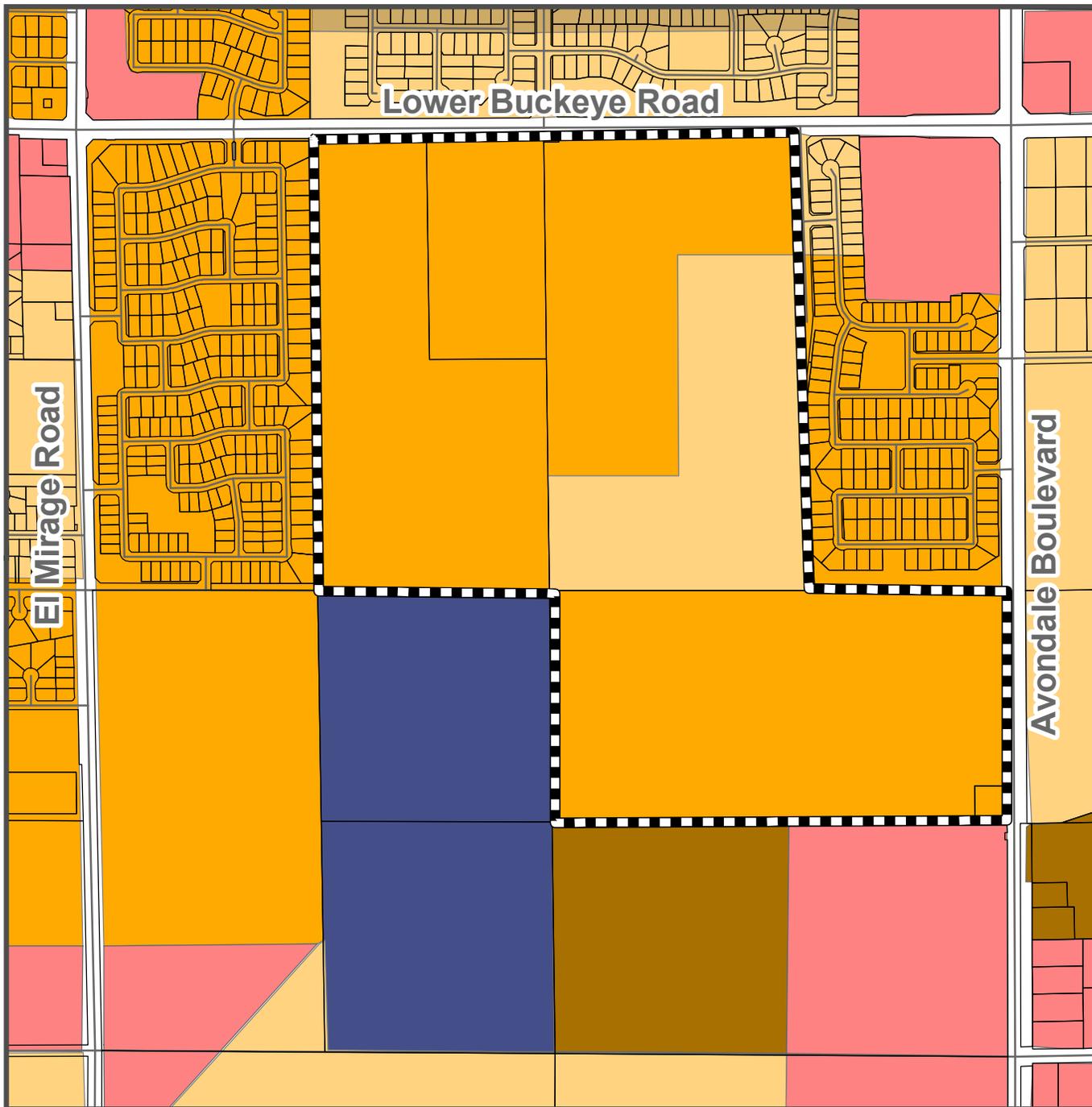
[Ordinance 1549-614](#)

**FULL SIZE COPIES: (Council Only)**

None

**PROJECT MANAGER**

Eric Morgan, Planner II (623) 333-4017



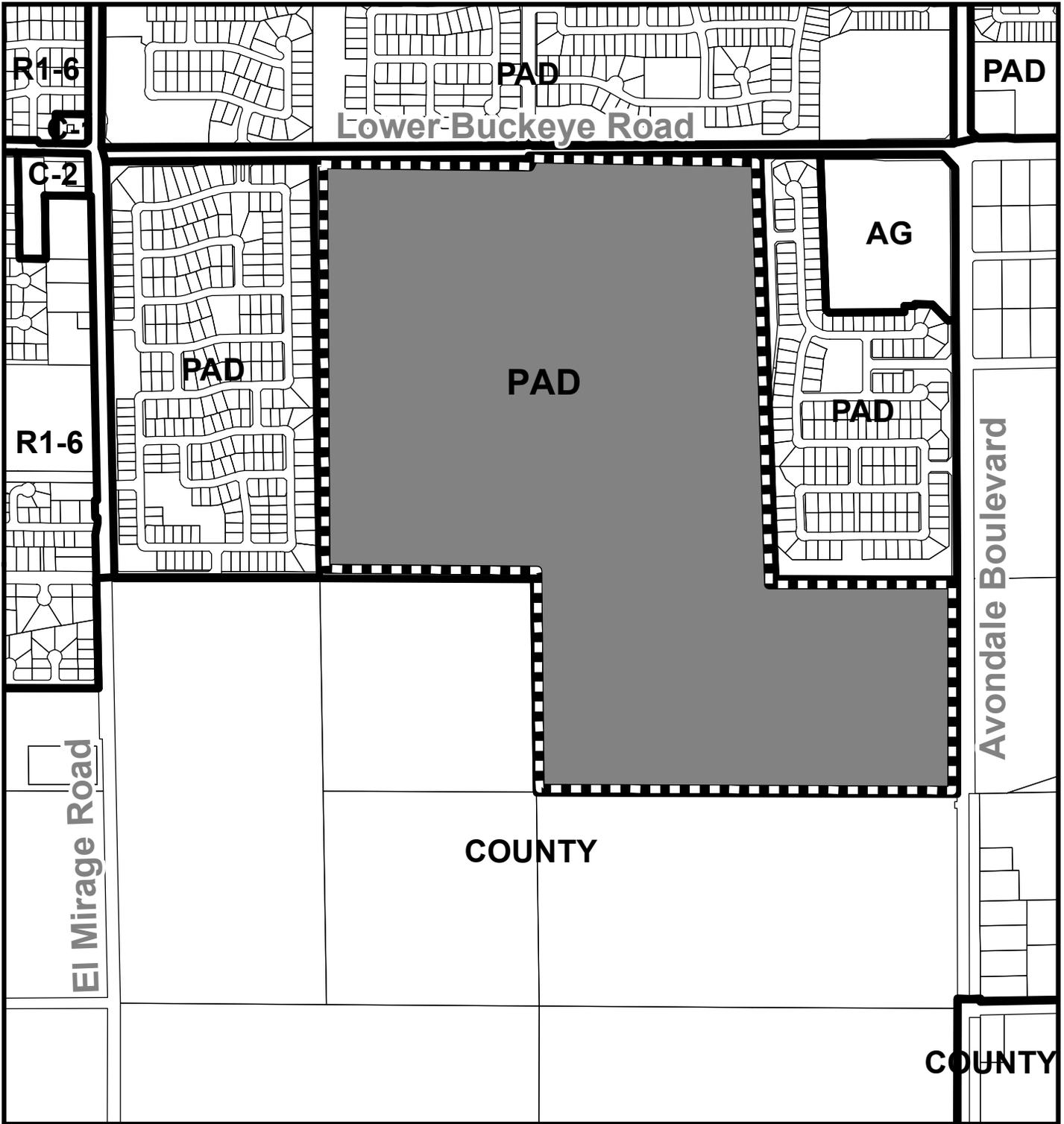
Diamond P Ranch PAD Extension  
PL-14-0070

General Plan Land Use Map

- |  |  |
|--|--|
|  Estate/Low Density Residential |  Local Commercial |
|  Medium Density Residential     |  Public/Civic     |
|  High Density Residential       |  |

Subject Property



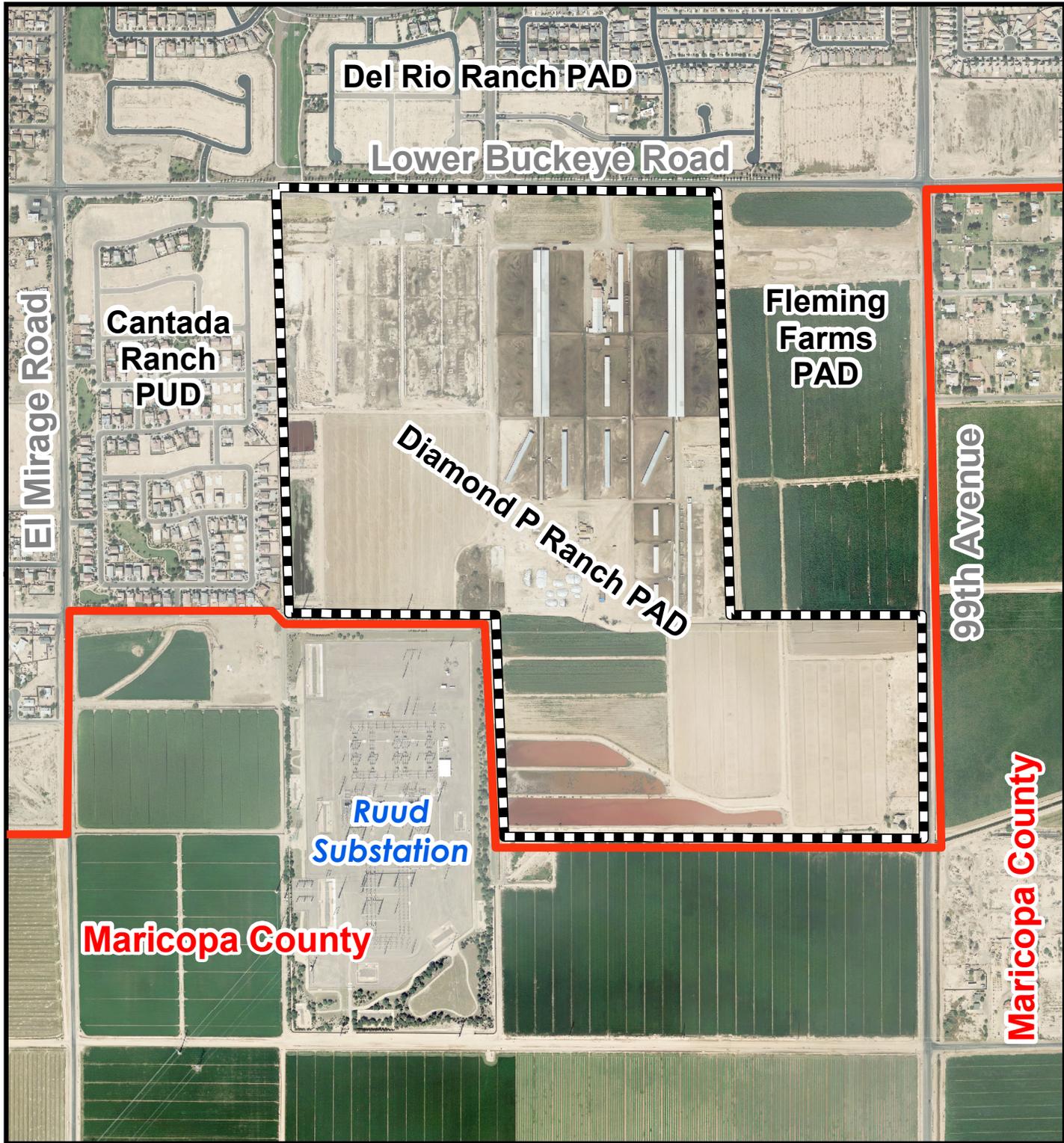


**Zoning Vicinity Map  
Diamond P Ranch PAD Extension  
PL-14-0070**



**Subject Property**





**Aerial Photograph 2013  
Diamond P Ranch PAD Extension  
PL-14-0070**



**Subject Property**



*SUMMARY OF RELATED FACTS  
APPLICATION PL-14-0070 DIAMOND P RANCH PAD EXTENSION*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 244 acres
LOCATION	S & W of SWC of Avondale Blvd. & L. Buckeye Rd.
PHYSICAL CHARACTERISTICS	Relatively flat, sloping slightly SW
EXISTING LAND USE	Dairy farming
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 3/17/2008, Rezoned to PAD 3/17/2008; PAD zoning extensions 6/20/2011, 6/4/2012 & May 20, 2013.
DEVELOPMENT AGREEMENT	No.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Planned Area Development (PAD) – Del Rio Ranch
EAST	Planned Area Development (PAD) – Fleming Farms & COUNTY
SOUTH	COUNTY - farmland
WEST	Planned Area Development (PAD) – Cantada Ranch
<i>GENERAL PLAN</i>	
<p>Approximately 40 acres of the subject property abutting Fleming Farms is designated as <b>Estate/Low Density Residential</b> (density up to 2.5 dwelling unit/ac) on the General Plan Land Use Map.</p> <p>The balance of the subject property is designated as <b>Medium Density Residential</b> (density 2.5 – 4 dwelling unit/ac) on the General Plan Land Use Map.</p>	

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

<i>STREETS</i>	
<b>Lower Buckeye Road</b>	
Classification	Arterial
Existing half street ROW	33 feet
Standard half street ROW	55 feet
Existing half street improvements	1-lane
Standard half street improvements	2-lanes, ½ of landscape median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights and landscaping

<b>Avondale Boulevard</b>	
Classification	Arterial
Existing half street ROW	33 feet
Standard half street ROW	65 feet
Existing half street improvements	1-lane
Standard half street improvements	3-lanes, ½ of landscape median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights and landscaping

<b>117<sup>th</sup> Avenue</b>	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	35 feet
Existing half street improvements	None
Standard half street improvements	1-lane, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping

<b>119<sup>th</sup> Avenue</b>	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1-lane, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping

<b>Elwood Street</b>	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1-lane, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping

<b>UTILITIES</b>	
<p>There is an existing 19” water line in Lower Buckeye Road, and a 16” water line being constructed in Avondale Boulevard.</p> <p>There are existing 18” sewer line in Lower Buckeye Road, and an existing 30” sewer line in Avondale Boulevard.</p>	

ORD1296308-6-1-1--N

**ORDINANCE NO. 1296-308**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 245 ACRES LOCATED WEST AND SOUTH OF THE SOUTHWEST CORNER OF LOWER BUCKEYE ROAD AND AVONDALE BOULEVARD AS SHOWN IN FILENAME Z-07-4, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

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

**WHEREAS**, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-452.04; and

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

**WHEREAS**, the Commission recommended approval; and

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

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

**SECTION 1.** That ± 245 acres of real property generally located west and south of the southwest corner of Lower Buckeye Road and Avondale Boulevard as shown in filename Z-07-4, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative Planning Division date stamped February 8, 2008.

2. Right-of-way shall be dedicated to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:
  - A. Lower Buckeye Road - 55 feet width half-street.
  - B. Avondale Boulevard - 65 feet width half-street.
  - C. 119th Avenue - 80 feet width full-street.
  - D. 117th Avenue - 70 feet width full-street once the roadway transitions onto the subject property from Fleming Farms PAD.
  - E. Elwood Street - 80 width full street.

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

3. Cost contribution towards traffic signals are required as follows:
  - A. Lower Buckeye Road & 119th Avenue 50% of the cost to signalize the intersection.
  - B. Avondale Boulevard & Elwood Street 25% of the cost to signalize the intersection.

Additional traffic signals may be required based upon the findings of traffic studies and analysis, and as determined by the City Engineer.

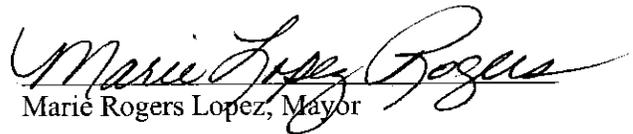
4. Prior to recording of a final plat, the developer shall:
  - A. Obtain ownership of the existing irrigation well ADWR Well Registration No. 55-565981, and transfer that ownership to the City at no cost to the City.
  - B. Provide a roughly square well site of approximately 7,000 square feet, no more than 660 feet from the location of the existing irrigation well, for subsequent purchase by the City.
  - C. Design and construct a pressurized transmission line from the new well site to an existing transmission line at 119th Ave and Lower Buckeye Road, the cost of which shall be for reimbursed by the City upon the City's acceptance of the completed transmission line.
5. Prior to recording of a final plat, the developer shall abandon, per the Arizona Department of Water Resources (ADWR) well abandonment rules, any existing domestic and/or irrigation wells that will not be transferred to the City. This includes, but is not limited to, ADWR Well Registration Nos. 55-634912, 55-625282, and 55-625281.
6. Prior to issuance of the first Certificate of Occupancy for any structure on the property , extinguish and pledge all existing Grandfathered Irrigation Rights, in conformance with

Arizona law, to the City's Assured Water Supply account at the ADWR. This includes, but is not limited to, rights Nos. 58-106098.0003 (75.2 acres), 58-106096.0004 (21.741 acres) 58-110594.0002 (50.0 acres), and 58-106096.0003 (371.88 acres).

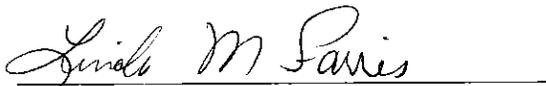
7. Developer shall submit a full traffic study prepared by a professional Traffic Engineer to the City not later than the first to occur of the Master Site Plan application or Preliminary Plat application. A site-specific traffic study shall be required for the proposed school/proposed Townhomes (R-2) site.
8. A preliminary plat shall be required for the single-family attached townhomes site prior to development. The preliminary plat shall require recommendation from Planning Commission and approval by City Council. The preliminary plat shall not be an administrative approval by staff.
9. The developer of Diamond P Ranch shall relocate the existing high-voltage power pole located in the northwest corner of Elwood Street and Avondale Boulevard to outside of the proposed right-of-way.
10. All areas within the power line easements not part of the multi-use trail system shall be covered with decomposed granite and provide landscaping.
11. All perimeter off-site improvements shall be completed with the first phase of development.

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

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

  
Marie Rogers Lopez, Mayor

ATTEST:

  
Linda M. Farris, City Clerk

APPROVED:

  
Andrew J. McGuire, City Attorney

**EXHIBIT A  
TO  
ORDINANCE NO. 1296-308**

**[Map and Legal Description]**

See following pages.

## **Exhibit A**

**All that portion of the Northeast quarter of the Northwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:**

**COMMENCING at the Northwest corner of Section 1, marked by a ½ inch rebar and cap RLS 34404;**

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

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

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

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

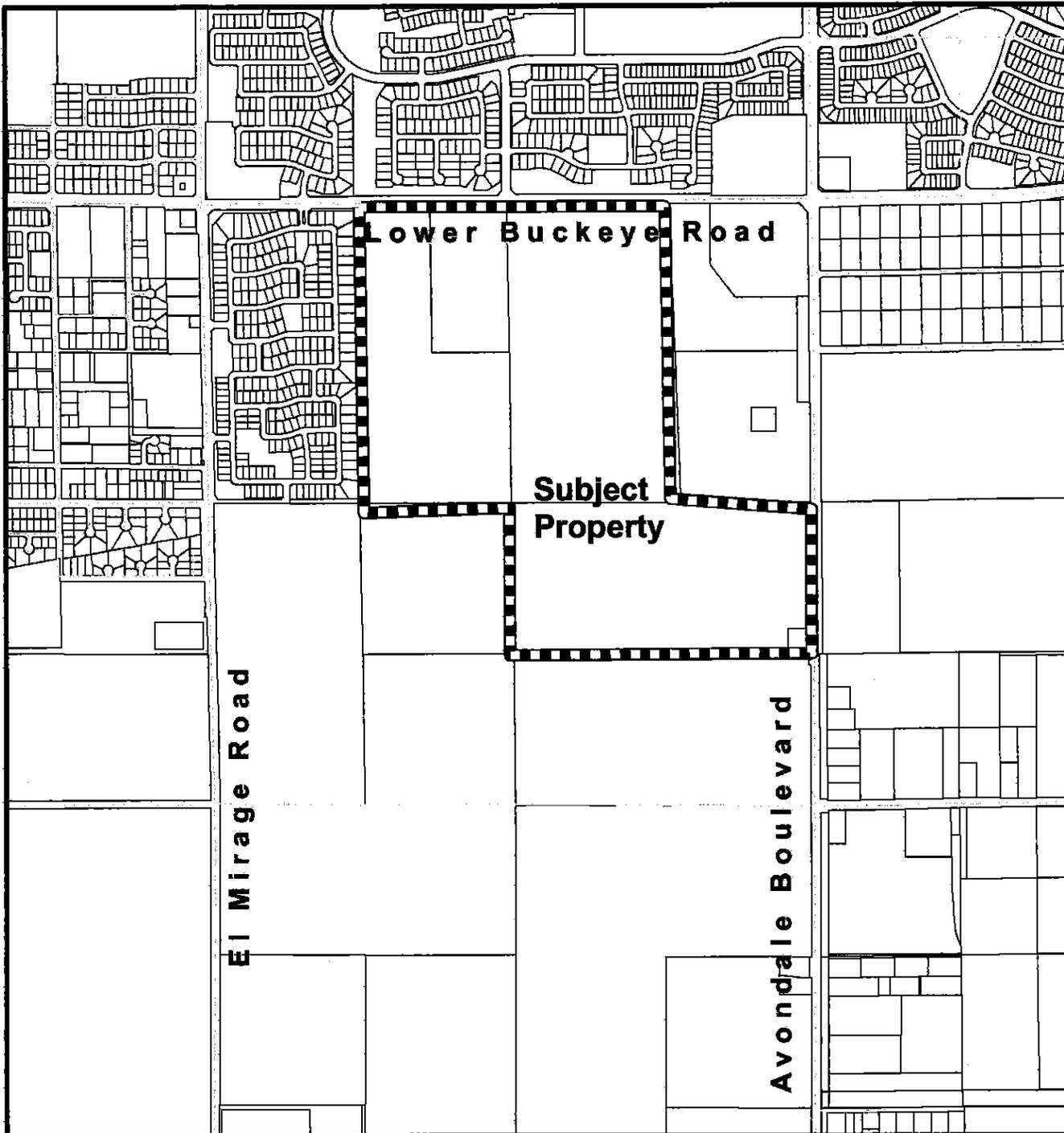
**thence South 65 degrees 24 minutes 06 seconds West, a distance of 121.63 feet;**

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

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

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

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



**Z-07-4**  
**Diamond P Ranch**



**Subject Property**



## **Exhibit F – Diamond P Ranch PAD Development Plan**

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/32138>

Minutes of the Special Meeting held May 20, 2013 at 6:00 p.m. in the Council Chambers

**MEMBERS PRESENT**

Mayor Lopez Rogers and Council Members

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

**ABSENT/EXCUSED**

Ken Weise

**ALSO PRESENT**

Charlie McClendon, City Manager  
David Fitzhugh, Assistant City Manager  
Rogene Hill, Assistant City Manager  
Andrew McGuire, City Attorney  
Linda Mendenhall, Records Administrator

**1. ROLL CALL**

**2. EXECUTIVE SESSION**

- a. An executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding Winners Development Company vs City of Avondale.
- b. An executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding negotiations for the acquisition of real property.

Council Member McDonald moved to adjourn to executive session; Vice Mayor Scott seconded the motion. All ayes.

**3. ADJOURNMENT**

With no further business before the Council, Council Member Buster moved to adjourn the Special Meeting. Council Member Vierhout seconded the motion. The motion carried unanimously.

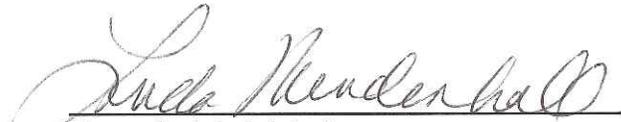
Meeting adjourned at 6:46 p.m.

  
Marie Lopez Rogers

  
Linda Mendenhall  
Records Administrator

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Council of the City of Avondale held on the 20<sup>th</sup> day of May 2013. I further certify that the meeting was duly called and held and that the quorum was present.

  
Records Administrator

Minutes of the Regular Meeting held May 20, 2013 at 7:00 p.m. in the Council Chambers.

**MEMBERS PRESENT**

Mayor Lopez Rogers and Council Members

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

**ALSO PRESENT**

Charlie McClendon, City Manager  
David Fitzhugh, Assistant City Manager  
Rogene Hill, Assistant City Manager  
Tracy Stevens, Acting Development & Engineering Services Department Director  
Eric Morgan, Planner II  
Ken Galica, Planner II  
Kevin Artz, Finance and Budget Director  
Andrew McGuire, City Attorney  
Linda Mendenhall, Records Administrator

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

Linda Mendenhall, Records Administrator, read a statement of participation regarding public appearances.

**2) UNSCHEDULED PUBLIC APPEARANCES**

There were no unscheduled public appearances.

**3) CONSENT AGENDA**

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

**a. APPROVAL OF MINUTES**

Regular Meeting of May 6, 2013

**b. LIQUOR LICENSE SERIES 12 – ACQUISITION OF CONTROL – THAI ORCHID GARDEN**

A request from Netchanok Aphaisuwan for approval of an application for Acquisition of Control of a Series 12 Restaurant License at Thai Orchid Garden located at 12725 W. Indian School Road in Avondale.

**c. LIQUOR LICENSE SERIES 12 – INDIA GARDEN**

A request from Prem Brian Tamang for approval of an application for a Series 12 Restaurant License to sell all spirituous liquors at India Garden located at 1809 N. Dysart Road #C106 in Avondale.

**d. APPOINTMENT OF JUDGES PRO TEMPORE**

A request for the reappointment of eight judges pro tempore to two-year terms expiring on June 1, 2015.

- e. **CONSTRUCTION CONTRACT AWARD – SOUTHWEST SLURRY SEAL**  
A request to award a construction contract to Southwest Slurry Seal for the 2013 Spring Preservative Micro-Seal & Tire Rubber Modified Surface Seal Program in the amount of \$630,040.15 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.
- f. **PROFESSIONAL SERVICES AGREEMENT – STANLEY CONSULTANTS INC.**  
A request to approve a Professional Services Agreement with Stanley Consultants Inc. to provide final traffic engineering design services for the Central Avenue Improvement project in the amount of \$91,267, authorize the transfer of \$91,267 from 304-1267-00-8420 to 304-1178-00-8420, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.
- g. **RESOLUTION 3110-513 – INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FLOOD CONTROL DISTRICT FOR VAN BUREN DRAINAGE-RECREATION CORRIDOR PROJECT**  
A resolution authorizing an Intergovernmental Agreement with Maricopa County Flood Control District for the purpose of the Van Buren Drainage – Recreation Corridor Project, and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents.
- h. **RESOLUTION 3111-513 – AMENDMENT 1 TO INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR THE 99<sup>TH</sup> AVENUE/MCDOWELL ROAD FIBER OPTIC PROJECT**  
A resolution authorizing amendment 1 to the Intergovernmental Agreement with the Arizona Department of Transportation for the administration of the design and construction of the 99<sup>th</sup> Avenue/McDowell Road Fiber Optic project, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.
- i. **RESOLUTION 3112-513 – INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND THE FLOOD CONTROL DISTRICT FOR COLDWATER PARK**  
A resolution authorizing an Intergovernmental Agreement with the Flood Control District of Maricopa County to abandon the use, operation, and maintenance of Coldwater Park; and to terminate the 1986 Avondale Landfill Agreement; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.
- j. **COOPERATIVE PURCHASING AGREEMENT – SBD, INC. FOR COLDWATER PARK DEMOLITION**  
A request to approve a Cooperative Purchasing Agreement with SBD Contracting Services in the amount of \$71,067.56 for removal of City property from Coldwater Park and authorize the Mayor or City Manager and City Clerk to execute the applicable contract documents.

Council Member Weise moved to accept the consent agenda as presented. Council Member Vierhout seconded.

ROLL CALL VOTE AS FOLLOWS:

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

Motion carried unanimously.

**4) PUBLIC HEARING – ZONING EXTENSION FOR DIAMOND P RANCH PAD ZONING, ALTERNATIVELY ORDINANCE 1517-513 – ZONING REVERSION**

A public hearing and a request by Ms. Carolyn Oberholtzer, Rose Law Group, for a one-year extension of PAD zoning for Diamond P Ranch, located on 244 acres of land south and west of the southwest corner of Avondale Boulevard and Lower Buckeye Road. Alternatively, Council considers an ordinance reverting the zoning of the property back to Agricultural.

Eric Morgan, Development Services, reported that the Diamond P Ranch PAD has had two prior extensions. If approved, this third extension would be one of four allowed under the Zoning Ordinance, and would expire on April 17, 2014. The PAD could be developed with either a school or 130 single-family attached dwellings. At 14.87%, the active open space is below the minimum required of 15%, but the passive open space under the power lines pushes total open space to 20%. All perimeter infrastructure and internal street collectors would have to be built in the first phase. The development would feature product atypical for Avondale, including courtyards, semi-detached casitas, and three-car garages. The PAD fits the General Plan land use density closely. The developer has requested more lot coverage and dwelling height increases for the townhomes.

Mr. Morgan said the PAD was initially approved under the old General Plan land use map with lower density along Buckeye Road. Staff agreed with the Applicant that lower density uses should be moved off arterial roads and further into the site. Overall density would remain the same. This request did not have to go before the Planning Commission. If City Council decides not to grant the extension, an ordinance for reversion has been prepared to convert the PAD back to Agriculture. Staff recommends approval.

Council Member Weise described this plan as one of the better plans he has seen, and felt it would make no sense to start over again at this point. Mayor Lopez Rogers opened the public hearing. With no requests to speak coming forward, she closed the public hearing.

Council Member Weise moved to approve application PL-13-0077, a request for a one-year extension of PAD zoning for Diamond P Ranch, to expire April 17, 2014. Council Member Veirhout seconded.

ROLL CALL VOTE AS FOLLOWS:

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

Motion carried unanimously.

**5) PUBLIC HEARING AND RESOLUTION 3107-513 – NORTH AVONDALE SPECIFIC PLAN UPDATE**

A public hearing and a resolution approving a City-initiated request for a comprehensive amendment to the North Avondale Specific Plan (NASP) to establish architectural and design standards for development, open spaces and trails, and public spaces such as streets.

Ken Galica, Development Services, noted that the NASP was originally adopted in 1992, and was amended in 2002 and 2007. The purpose of the plan is to establish goals and objectives for north Avondale and establish design criteria for development. Land uses are governed by the General Plan 2030. The update extends the boundaries of NASP south to McDowell Road. Some individual properties have been excepted, and properties along 99<sup>th</sup> Avenue have been moved into the Freeway Corridor Specific Plan.

Mr. Galica identified that the updated plan contains four sections: Introduction and Background, Specific Plan Objectives, Design and Development Requirements, and Public Participation. The update proposes eight objectives:

1. Facilitate the full build-out of north Avondale
2. Ensure aggregate mining does not negatively impact the community
3. Take full advantage of Estrella Mountain Community College
4. Increase the availability of multimodal transportation options
5. Attract unique residential products and subdivision designs
6. Protect the existing character of north Avondale through compatible design
7. Develop a sense of place in north Avondale
8. Provide recreational opportunities for residents

Mr. Galica said the area is largely developed already, but nine significant sites remain available for development. The document requires any building above two stories to feature a minimum of eight feet step backs in order to protect views. NASP encourages developers to offer housing product unavailable elsewhere in the city. The plan requires more frequent pedestrian breaks in subdivision perimeter walls. Controlled access is an option, if neighborhoods feel their safety is at risk. The use of pocket parks in key areas would improve connectivity with commercial developments. The document emphasizes the importance of a complete streets concept to accommodate all modes of transportation. Developers will be responsible for creatively designing transit stops where required.

Mr. Galica said NASP encourages the elimination of neighborhood perimeter walls, in favor of berming. Gateway intersections would use dramatic landscaping, seating and signage to let people know they are entering Avondale. The Roosevelt Irrigation District (RID) has indicated that they do not wish to pursue the possibility of using the existing canal maintenance roads for recreational purposes, so private development will instead be required to dedicate property for recreational trails adjacent to the canals.

The Planning Commission reviewed the NASP on April 18, 2013, and recommended approval, four to zero. Three Commissioners were excused from the meeting.

Council Member Vierhout expressed approval of the plan overall, but said it misses the opportunity to create a vibrant educational center by reserving some high-density housing around the college, which would help attract international students. Mr. Galica reminded Council that land uses are addressed through the General Plan. Council Member Weise queried whether the NASP would allow EMCC to build on-campus housing. Mr. Galica responded that nothing in the plan prevents the college from building housing on their own property.

Vice Mayor Scott inquired about the procedure a developer would have to go through to build high-density housing near the campus. Mr. Galica explained that beyond the usual steps, such development would require a General Plan amendment and a PAD rezoning amendment. The process could take as little as six months. Mayor Lopez Rogers asked whether the current C-2 Zoning District would allow for high-density residential. Mr. Galica said C-2 allows for second story residential as long as the first floor is for commercial use.

Mayor Lopez Rogers opened the public hearing. With no citizens wishing to speak, she closed the public hearing.

Council Member McDonald moved to accept the findings and adopt a Resolution approving Application PL-11-0081, a request to approve the amended North Avondale Specific Plan. Council Member Vierhout seconded.

ROLL CALL VOTE AS FOLLOWS:

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

Motion carried unanimously.

**6) PUBLIC HEARING AND RESOLUTION 3108-513 – SINGLE FAMILY RESIDENTIAL DESIGN MANUAL UPDATE**

A public hearing and a resolution approving a City-initiated request to update the Single Family Residential Design Manual (SFRDM) to establish criteria for the development of new residential subdivisions in Avondale.

Ken Galica, Development Services, said the SFRDM was originally adopted in 2008. It affects residential development citywide, and prescribes design requirements and subdivision layouts. The purpose of the document is to further the goals and strategies of the General Plan, enhance the variety of housing available in Avondale, diversify recreational opportunities, encourage pedestrian and bike path connectivity, and ensure quality of design.

Mr. Galica said the Introduction section has been updated to communicate the new vision of General Plan 2030, which is to develop a walkable and sustainable community. A new section called Unique Neighborhoods establishes specific requirements for residential development based entirely on General Plan land use designations, instead of using a one-size-fits-all approach. New Urbanism is a relatively new design trend that emphasizes traditional forms and common spaces. Suburban development focuses on shaded sidewalks, rear yards that adjoin open spaces, and de-emphasizing garage doors. Infill development minimizes the impact of new development on mostly built out areas. Estate subdivisions create a rural feel through low-impact curbing and no sidewalks.

Mr. Galica said some of the requirements in the Site Design section apply to all development, regardless of General Plan designation, and are intended to further the goals of the document. The safety section explains how community policing through environmental design principles can reduce criminal activity. Architectural design speaks to what homes should look like, and delves into issues of sustainability, materials and colors, architectural elements, massing, and roof materials.

The Planning Commission reviewed the document on April 18, 2013, and recommended approval four to zero. Three Commissioners were excused.

Council Member Buster inquired about reactions from the building community. Mr. Galica explained that homebuilders are formally opposed to SFRDM, as they are opposed all design manuals. The City worked with builders to clarify requirements, but did not compromise on necessary components. Builders generally feel that buyers should dictate what they want, but the cost of installing these features is cheapest when they are first built. He noted that Carolyn Oberholtzer, the applicant for the Diamond P Ranch property, came out in support of the document.

Council Member McDonald said the standards described in the manual emulate neighborhoods that have successfully developed a hometown feel. Municipalities have to ensure that the right mix of homes is built if they hope to create an attractive community. Vice Mayor Scott concurred.

Mayor Lopez Rogers opened the public hearing. With no requests to speak, she closed the public hearing.

Council Member McDonald moved to accept the findings and adopt a Resolution approving Application PL-12-0140, a request to approve the amended Single Family Residential Design Manual. Council Member Karlin seconded.

ROLL CALL VOTE AS FOLLOWS:

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

Motion carried unanimously.

**7) RESOLUTION 3113-513 – SETTING FORTH THE FISCAL YEAR 2013-2014 TENTATIVE BUDGET**

A resolution to set the 2013-2014 fiscal year tentative budget which will set the coming year's expenditure limit.

Kevin Artz, Finance & Budget Director, said the resolution sets forth the tentative budget in the amount of \$174,247,960. Four items were added to the original City Manager's recommended budget presented on April 15, which totaled \$171,895,520. An additional \$10,000 was added to the Contributions Assistance Program. Also, \$7,000 was added to the Council Discretionary Funds. Since the April 15 meeting, two capital projects received better cost estimations. The Van Buren Drainage Channel needs an additional \$750,000, while the City Center Transit Project needs \$1.5 million. The \$7.8 million of unrestricted General Fund balance would drop to \$5.8 million to cover these expenses.

Mr. Artz stated that a public hearing on the budget and the property tax levy is proposed for June 17, 2013. Staff recommends adoption of the resolution.

Council Member McDonald moved to adopt Resolution 3113-513 setting forth the fiscal year 2013-2014 tentative budget and authorize staff to proceed with the required publication process. Council Member Weise seconded.

ROLL CALL VOTE AS FOLLOWS:

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

Council Member Buster

Aye

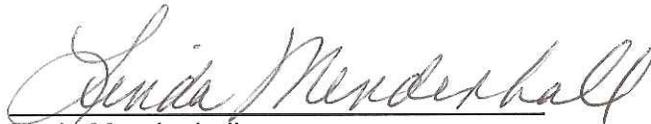
Motion carried unanimously.

**8) ADJOURNMENT**

With no further business before the Council, Council Member Weise moved to adjourn the meeting. Council Member Vierhout seconded the motion. All ayes.

Meeting adjourned at 7:53 p.m.

  
\_\_\_\_\_  
Mayor Lopez-Rogers

  
\_\_\_\_\_  
Linda Mendenhall  
Records Administrator

Linda Mendenhall  
Records Administrator

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 20th day of May, 2013. I further certify that the meeting was duly called and held and that the quorum was present.

  
\_\_\_\_\_  
Linda Mendenhall  
Records Administrator

Linda Mendenhall  
Records Administrator

# Diamond P Ranch

## PAD Zoning Extension Narrative



### 1. Location:

Intersection: West of the SWC of Avondale Blvd & Lower Buckeye Road  
Size: Approximately 244 acres

### 2. History

Annexation: Approved by City Council on March 17, 2008

Current Use of Property: Dairy Farm

Zoning: Rezoning from AG to PAD approved March 17, 2008 and effective April 17, 2008. One year extension approved June 20, 2011.

Subsequent Actions: A Preliminary Plat and the related preliminary water and sewer design reports were approved March 17, 2008.

Following the Preliminary Plat approval, numerous plans and reports were commenced by Coe & Van Loo Engineers for Diamond P Ranch at a cost of over \$500,000. These plans and reports were 95% complete in the second quarter of 2009 and Coe and Van Loo was preparing to submit them to the City of Avondale when the prior owner began to experience financial difficulties and the existing bank loan matured. Given the state of the financial markets at the time, the owner was unable to refinance the property, and the bank began foreclosure proceedings in the second quarter of 2009. With the foreclosure of the property in process, the prior owner did not submit the improvements plans.

In late 2009 the bank foreclosed on the northern 166 acres of Diamond P Ranch and entertained several offers to purchase the property from developers and dairy farmers. By early 2010 a company formed by RED Realty Advisors, LLC opened escrow and ultimately purchased this portion of property on March 31, 2010.

An extension of the PAD zoning was submitted in early 2011 and approved by the City Council on June 20, 2011. A second extension was submitted in early 2012 and approved by the City Council on June 4, 2012. A third extension was approved on May 20, 2013.

RED Realty Advisors, LLC and Silver Bullet, LLC worked with the City on the General Plan amendment which was approved by voters in the fall of 2012 and have granted an easement to the City of Avondale in connection with the water line extension in Avondale Boulevard. Further, RED has been working with the City of Avondale on the impact fee study that is currently underway.



**3. Request**

We are requesting that the PAD be extended for the fourth of four permitted one year extensions which, if granted, would extend the PAD approval to April 17, 2015.

**4. Justification**

The property was not able to be developed within the initial approval period and subsequent extensions because of the following factors:

- The severe downturn in the residential land market that began in the fall of 2008.
- The multiple changes in ownership that occurred for a portion of the property in 2009 and 2010.
- A continuing challenge of a resale market in the vicinity of the property where homes are selling at prices much lower than the cost of new homes, which is making new lot development challenging.
- A significant supply of vacant finished lots in the vicinity of the property. This is beginning to change as several of these lots have sold to homebuilders including Lennar, Richmond American and Courtland Homes. As these homebuilders build out these remaining finished lots it will soon create the demand for homebuilders to commence development of new subdivisions.

We have signed an agreement with Coe & Van Loo engineers in January to begin preparing a PAD amendment that reflects the changes made to the General Plan in 2012.

**ORDINANCE NO. 1549-614**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 245 ACRES GENERALLY LOCATED WEST AND SOUTH OF THE SOUTHWEST CORNER OF LOWER BUCKEYE ROAD AND AVONDALE BOULEVARD AS SHOWN IN FILE NUMBER PL-14-0070, REVERTING THE ZONING ON SUCH PROPERTY FROM PLANNED AREA DEVELOPMENT (PAD) TO AGRICULTURAL (AG).

**WHEREAS**, the Council of the City of Avondale (the “City Council”) approved Ordinance No. 1296-308 on March 17, 2008, rezoning that certain ± 245 acre parcel of land generally located at west and south of the southwest corner of Lower Buckeye Road and Avondale Boulevard, as more particularly described and depicted in Ordinance No. 1296-308, for which the legal description was corrected by Ordinance No. 1458-511, passed and adopted on May 16, 2011 (the “Subject Property”), from Agricultural (AG) to Planned Area Development (PAD) and imposing conditions upon such rezoning (the “Rezoning”); and

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

**WHEREAS**, the City Council approved three one-year extensions of the PAD zoning on June 20, 2011, June 4, 2012 and May 20, 2013; and

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

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

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

**WHEREAS**, the City Council held a public hearing regarding the Rezoning Reversion and amendment to the Zoning Atlas on June 16, 2014.

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

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

SECTION 2. The Planned Area Development (PAD) zoning for the ± 245 acre parcel of real property generally located west and south of the southwest corner of Lower Buckeye Road and Avondale Boulevard, as shown in file number PL-14-0070, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby reverted to Agricultural (AG) zoning and the Zoning Atlas is hereby amended to reflect the Rezoning Reversion from PAD to AG.

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

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 16, 2014.

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Kenneth N. Weise, 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  
ORDINANCE NO. 1549-614

(Legal Description and Map)

See following pages.

Diamond P Ranch  
Legal Description for Rezoning Purposes  
Southwest of Avondale Boulevard and Lower Buckeye Road  
APN 500-66-001D, 005A, 009E and 009F

#### LEGAL DESCRIPTION

That part of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Highway Department Brass Cap in handhole marking the North Quarter Corner of said Section 24, from which the City of Avondale Brass Cap flush marking the Northeast Corner of said Section 24 bears South 89°52'51" East, a distance of 2,653.37 feet;

Thence South 89°52'51" East, along the North line of the Northeast Quarter of said Section 24, a distance of 1,419.13 feet to a point on the East line of Parcel No. 1 as described in Warranty Deed recorded in Instrument No. 98-0207373, Maricopa County Records;

Thence South 01°42'54" East, departing said North line along said East line, a distance of 2,639.37 feet to a point on the North line of the Southeast Quarter of said Section 24;

Thence South 89°33'23" East, along said North line, a distance of 1,116.18 feet to a point on a line which is parallel with and 33.00 feet Westerly, as measured at right angles, from the East line of the Southeast Quarter of said Section 24;

Thence South 00°10'01" West, along said parallel line, a distance of 1,106.44 feet to a point on the North line of that certain parcel of land described in Instrument No. 86-546801, Maricopa County Records;

Thence North 89°23'38" West, departing said parallel line along said North line, a distance of 200.00 feet to a point on the West line of said parcel of land;

Thence South 00°10'01" West, along said West line, a distance of 215.00 feet to a point on the South line of the North Half of the Southeast Quarter of said Section 24;

Thence North 89°23'38" West, along said South line, a distance of 2,389.43 feet to the Southwest Corner of the North Half of the Southeast Quarter of said Section 24;

Thence North 00°18'32" West, along the West line of the Southeast Quarter of said Section 24, a distance of 1,314.20 feet to the 1/2" Rebar marking the Center of said Section 24;

Thence North 89°32'38" West, along the South line of the Northwest Quarter of said Section 24, a distance of 1,316.48 feet to the Southwest Quarter of the East Half of the Northwest Quarter of said Section 24;

Thence North  $00^{\circ}31'31''$  West, along the West line of the East Half of the Northwest Quarter of said Section 24, a distance of 2,621.98 feet to the Northwest Corner thereof;

Thence South  $89^{\circ}53'01''$  East, along the North line of the Northwest Quarter of said Section 24, a distance of 1,326.44 feet to the Point of Beginning.

Containing 244.928 Acres, more or less.

North 1/4 corner Section 24  
and The Point of Beginning  
Maricopa County BC in H.H.

Northeast Corner Section 24  
T1N, R1W, G&SR Meridian  
Maricopa County Arizona  
City of Avondale BC in H.H.

**LOWER BUCKEYE ROAD**

S 89°52'51"E 2653.37'

S 89°53'01"E 1326.44'

S89°52'51"E 1419.13'

East Line Parcel 1,  
as per Deed Dkt  
98-0207373 MCR

**SUBJECT PROPERTY**

Area 244.9 acres

N 0°31'31"W 2621.98'

S 01°42'54"E 2639.37'

**AVONDALE BOULEVARD**



N89°32'38"W 1316.48'

S89°33'23"E

1116.18'

33.00'

Center Corner Section 24

N 0°18'32"W 1314.20'

N89°23'38"W  
200.00'

1106.44'

S0°10'01"W 215.00'

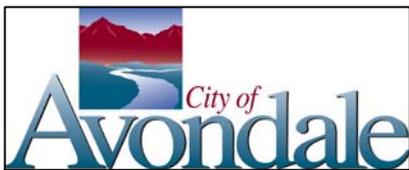
S 0°10'01" W  
East Line Section 24

N89°23'38"W 2389.43'

South & West lines  
Dkt 86-546801

NOTE:  
This drawing is based upon record  
information. It is an exhibit to  
the description for Zoning Purposes

SCALE



ENGINEERING  
DEPARTMENT

EXHIBIT MAP  
TO LEGAL DESCRIPTION  
FOR ZONING PURPOSES  
244.9 ACRES AREA

DATE: 5-1-2013  
DSN: \_\_\_\_\_  
DRN: LS  
CHK: CH

PROJECT NAME  
Diamond P Ranch

PAGE  
1 OF 1



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3202-614 and Ordinance 1551-614 -  
2014 Development Impact Fees

**MEETING DATE:**

6/16/2014

---

**TO:** Mayor and Council**FROM:** Andrew McGuire, City Attorney (602) 257-7664**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Amend the City Code provisions related to Development Impact Fees to comply with changes in State Law.

**DISCUSSION:**

On April 26, 2011, Senate Bill 1525 (SB1525) was signed into law by the Governor, which significantly changed the development fee enabling legislation in A.R.S. § 9-463.05. As a result, in order for the City to continue to assess development fees, the City was required to make a number of changes to its development impact fee program by August 1, 2014.

The City has already adopted the new development impact fee program in accordance with SB1525. The only remaining necessary task is to amend the related provisions of the City Code to match the new statutory scheme. Resolution 3202-614 declares the 2014 Development Impact Fee Ordinance as a public record, and Ordinance 1551-614 both adopts it by reference and incorporates it into the City Code as Chapter 26.

**BUDGET IMPACT:**

There is no budgetary impact at this time.

**RECOMMENDATION:**

Staff recommends that the Council adopt Resolution 3202-614 and Ordinance 614.

**ATTACHMENTS:****Description**

[Resolution 3202-614](#)

[Chapter 26 - Development Impact Fee](#)

[Ordinance 1551-614](#)

**RESOLUTION NO. 3202-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "2014 DEVELOPMENT IMPACT FEE ORDINANCE OF THE CITY OF AVONDALE."

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

SECTION 1. That certain document entitled the "2014 Development Impact Fee Ordinance of the City of Avondale" of which three copies each are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 16, 2014.

\_\_\_\_\_  
Kenneth N. Weise, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**2014 DEVELOPMENT IMPACT FEE ORDINANCE**

**CITY OF AVONDALE**

**Adopted June 16, 2014**

## Chapter 26 DEVELOPMENT FEES

### Sections:

- 26-1 Legislative intent and purpose
- 26-2 Definitions
- 26-3 Applicability
- 26-4 Authority for Development Impact Fees
- 26-5 Administration of Development Impact Fees
- 26-6 Land Use Assumptions
- 26-7 Infrastructure Improvements Plan
- 26-8 Adoption and Modification Procedures
- 26-9 Timing for the Renewal and Updating of the Infrastructure Improvements Plan and the Land Use Assumptions
- 26-10 Collection of Development Impact Fees
- 26-11 Development Impact Fee Credits and Credit Agreements
- 26-12 Development Agreements
- 26-13 Appeals
- 26-14 Refunds of Development Impact Fees
- 26-15 Oversight of Development Impact Fee Program

### 26-1 Legislative intent and purpose

This Chapter is adopted for the purpose of promoting the health, safety and general welfare of the residents of the City by:

- (a) Requiring new development to pay its proportionate share of the costs incurred by the City that are associated with providing Necessary Public Services to new development.
- (b) Setting forth standards and procedures for creating and assessing development impact fees consistent with the requirements of Arizona Revised Statutes (“A.R.S.”) § 9-463.05, as amended, including requirements pursuant to A.R.S. § 9-463.05, Subsection K that, on or before August 1, 2014, the City replace its development impact fees that were adopted prior to January 1, 2012, with development impact fees adopted pursuant to the requirements of A.R.S. § 9-463.05 as amended by the state legislature in SB 1525, Fiftieth Legislature, First Regular Session.
- (c) Providing for the temporary continuation of certain development impact fees adopted prior to January 1, 2012, until otherwise replaced pursuant to this Chapter, or longer where such development impact fees were Pledged to support Financing or Debt for a Grandfathered Facility as permitted by A.R.S. § 9-463.05, Subsections K, R, and S.

- (d) Setting forth procedures for administering the development impact fee program, including Offsets, Credits, and refunds of development impact fees. All development impact fee assessments, Offsets, Credits, or refunds must be administered in accordance with the provisions of this Chapter.

This Chapter shall not affect the City’s zoning authority or its authority to adopt or amend its General Plan, provided that planning and zoning activities by the City may require amendments to development impact fees as provided in Section 26-6 of this Chapter.

## **26-2 Definitions**

When used in this Chapter, the terms listed below shall have the following meanings unless the context requires otherwise. Singular terms shall include their plural.

*Applicant:* A person who applies to the City for a Building Permit.

*Appurtenance:* Any fixed machinery or Equipment, structure or other fixture, including integrated hardware, software or other components, associated with a Capital Facility that are necessary or convenient to the operation, use, or maintenance of a Capital Facility, but excluding replacement of the same after initial installation.

*Aquatic Center:* A facility primarily designed to host non-recreational competitive functions generally occurring within water, including, but not limited to, water polo games, swimming meets, and diving events. Such facility may be indoors, outdoors, or any combination thereof, and includes all necessary supporting amenities, including but not limited to, locker rooms, offices, snack bars, bleacher seating, and shade structures.

*Building Permit:* Any permit issued by the City that authorizes vertical construction, increases square footage, authorizes changes to land use, or provides for the addition of a residential or non-residential point of demand to a Water or Wastewater system.

*Capital Facility:* An asset having a Useful Life of three or more years that is a component of one or more Categories of Necessary Public Service provided by the City. A Capital Facility may include any associated purchase of real property, architectural and engineering services leading to the design and construction of buildings and facilities, improvements to existing facilities, improvements to or expansions of existing facilities, and associated financing and professional services. Wherever used herein, “infrastructure” shall have the same meaning as “Capital Facilities.”

*Category of Necessary Public Service:* A class of Necessary Public Services for which the City is authorized to assess development impact fees, as further defined in Subsection 26-7(a)(1) below.

*Category of Development:* A specific class of residential, commercial, or industrial development against which a development impact fee is calculated and assessed. The City assesses development impact fees against commercial, residential, and industrial categories.

*City:* The City of Avondale, Arizona.

*Commercial Land Use:* A use allowed within the zones designated by the City's Zoning Ordinance as Commercial Zoning Districts and those portions of Employment Zoning Districts, Planned Area Development Zoning Districts and Special Zoning Districts as determined by the City's Zoning Administrator.

*Credit:* A reduction in an assessed development impact fee resulting from Developer contributions to, payments for, construction of, or dedications for Capital Facilities included in an Infrastructure Improvements Plan pursuant to Section 26-11 of this Chapter (or as otherwise permitted by this Chapter).

*Credit Agreement:* A written agreement between the City and the Developer(s) of a Subject Development that allocates Credits to the Subject Development pursuant to Section 26-11 of this Chapter. A Credit Agreement may be included as part of a Development Agreement pursuant to Section 26-12 of this Chapter.

*Credit Allocation:* A term used to describe when Credits are distributed, but are not yet issued, to a particular development or parcel of land after execution of a Credit Agreement.

*Credit Issuance:* A term used to describe when the amount of an assessed development impact fee attributable to a particular development or parcel of land is reduced by applying a Credit Allocation.

*Developer:* An individual, group of individuals, partnership, corporation, limited liability company, association, municipal corporation or other political subdivision of the state, state agency, or other person or entity undertaking land development activity, and their respective successors and assigns.

*Development Agreement:* An agreement prepared in accordance with the requirements of Section 26-12 of this Chapter, A.R.S. § 9-500.05, and any applicable requirements of the City Code.

*Direct Benefit:* A benefit to a Service Unit resulting from a Capital Facility that: (a) addresses the need for a Necessary Public Service created in whole or in part by the Service Unit; and (b) meets either of the following criteria: (i) the Capital Facility is located in the immediate area of the Service Unit and is needed in the immediate area of the Service Unit to maintain the Level of Service, or (ii) the Capital Facility substitutes for, or eliminates the need for a Capital Facility that would have otherwise have been needed in the immediate area of the Service Unit to maintain the City's Level of Service.

*Dwelling Unit:* A house, building or portion of a building, apartment, mobile home or trailer, group of rooms, or single room occupied as separate living quarters for residential purpose or, if vacant, intended for occupancy as separate living quarters for residential purpose.

*Equipment:* Machinery, tools, materials, and other supplies, not including Vehicles, that are needed by a Capital Facility to provide the Level of Service specified by the Infrastructure Improvement Plan, but excluding replacement of the same after initial development of the Capital Facility.

*Excluded Library Facility:* Library facilities for which development impact fees may not be charged pursuant to A.R.S. § 9-463.05, including that portion of any Library facility that exceeds 10,000 square feet, and Equipment, Vehicles or Appurtenances associated with Library operations.

*Excluded Park Facility:* Parks and Recreational Facilities for which development impact fees may not be charged pursuant to A.R.S. § 9-463.05, including amusement parks, aquariums, Aquatic Centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, Water reclamation or riparian areas, wetlands, or zoo facilities.

*Fee Report:* A written report developed pursuant to Section 26-8 of this Chapter that identifies the methodology for calculating the amount of each development impact fee, explains the relationship between the development impact fee to be assessed and the Infrastructure Improvements Plan, and which meets other requirements set forth in A.R.S. § 9-463.05.

*Financing or Debt:* Any debt, bond, note, loan, interfund loan, fund transfer, or other debt service obligation used to finance the development or expansion of a Capital Facility.

*Fire and Police Facilities:* A Category of Necessary Public Services that includes fire and police stations, Equipment, Vehicles and all Appurtenances for fire and police stations. “Fire and Police Facilities” does not include Vehicles or Equipment used to provide administrative services, helicopters, airplanes or any facility that is used for training firefighters or officers from more than one station or substation.

*General Plan:* Refers to the overall land-use plan for the City establishing areas of the City for different purposes, zones and activities adopted pursuant to City Resolution 3036-412, and ratified by the Avondale voters on August 28, 2012, as amended, and including the City Center Specific Plan adopted pursuant to City Resolution 2759-808, the North Avondale Specific Plan adopted pursuant to Resolution 3107-513 and the Freeway Corridor Specific Plan adopted pursuant to Resolution 3137-913.

*Grandfathered Facilities:* Capital Facilities provided through Financing or Debt incurred before June 1, 2011 for which a development impact fee has been Pledged towards repayment as described in Section 26-4(c) of this Chapter.

*Gross Impact Fee:* The total development impact fee to be assessed against a Subject Development, prior to subtraction of any Credits.

*Industrial Land Use:* A use allowed within the zone designated by the City’s Zoning Ordinance as Employment Zoning District and those portions of Commercial Zoning Districts, Planned Area Development Zoning Districts and Special Zoning Districts as determined by the City’s Zoning Administrator.

*Infrastructure Improvements Plan:* A document or series of documents that meet the requirements set forth in A.R.S. § 9-463.05, including those adopted pursuant to Section 26-8 of this Chapter to cover any Category or combination of Categories of Necessary Public Services.

*Land Use Assumptions:* Projections of changes in land uses, densities, intensities and population for a Service Area over a period of at least ten years, as specified in Section 26-6 of this Chapter.

*Level of Service:* A quantitative and/or qualitative measure of a Necessary Public Service that is to be provided by the City to development in a particular Service Area, defined in terms of the relationship between service capacity and service demand, accessibility, response times, comfort or convenience of use, or other similar measures or combinations of measures. Level of Service may be measured differently for different Categories of Necessary Public Services, as identified in the applicable Infrastructure Improvements Plan.

*Library Facilities:* A Category of Necessary Public Services in which literary, musical, artistic, or reference materials are kept (materials may be kept in any form of media such as electronic, magnetic, or paper) for use by the public in a facility providing a Direct Benefit to development. Libraries do not include Excluded Library Facilities, although a Library may contain, provide access to, or otherwise support an Excluded Library Facility.

*Necessary Public Services:* “Necessary Public Services” shall have the meaning prescribed in A.R.S. § 9-463.05(T)(7).

*Offset:* An amount that is subtracted from the overall costs of providing Necessary Public Services to account for those capital components of infrastructure or associated debt that have been or will be paid for by a development through taxes, fees (except for development impact fees), and other revenue sources, as determined by the City pursuant to Section 26-7 of this Chapter.

*Parks and Recreational Facilities:* A Category of Necessary Public Services including but not limited to parks, swimming pools and related facilities and Equipment located on real property not larger than 30 acres in area, as well as park facilities larger than 30 acres where such facilities provide a Direct Benefit. Parks and Recreational Facilities do not include Excluded Park Facilities, although Parks and Recreational Facilities may contain, provide access to, or otherwise support an Excluded Park Facility.

*Pledged:* Where used with reference to a development impact fee, a development impact fee shall be considered “Pledged” where it was identified by the City as a source of payment or repayment for Financing or Debt that was identified as the source of financing for a Necessary

Public Service for which a development impact fee was assessed pursuant to the then-applicable provisions of A.R.S. § 9-463.05.

*Qualified Professional:* Any one of the following: (a) a professional engineer, surveyor, financial analyst or planner, or other licensed professional providing services within the scope of that person's education or experience related to City planning, zoning, or impact development fees and holding a license issued by an agency or political subdivision of the State of Arizona; (b) a financial analyst, planner, or other non-licensed professional who is providing services within the scope of the person's education or experience related to City planning, zoning, or impact development fees; or (c) any other person operating under the supervision of one or more of the above.

*Residential Land Use:* A use allowed within the zones designated by the City's Zoning Ordinance as Residential Zoning Districts or those positions of Commercial Zoning Districts, Planned Area Development Zoning Districts or Special Use Zoning Districts as determined by the City's Zoning Administrator.

*Service Area:* Any specified area within the boundaries of the City within which: (a) the City will provide a Category of Necessary Public Services to development at a planned Level of Service; and (b) within which (1) a Substantial Nexus exists between the Capital Facilities to be provided and the development to be served, or (2) in the case of Library Facilities or a Park Facility larger than 30 acres, a Direct Benefit exists between the Library Facilities or Park Facilities and the development to be served, each as prescribed in the Infrastructure Improvements Plan. Some or all of the Capital Facilities providing service to a Service Area may be physically located outside of that Service Area provided that the required Substantial Nexus or Direct Benefit is demonstrated to exist.

*Service Unit:* A standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated pursuant to generally accepted engineering or planning standards for a particular category of Necessary Public Services or facility expansion.

*Street Facilities:* A Category of Necessary Public Services including arterial or collector streets or roads, traffic signals, rights-of-way, and improvements thereon, and other necessary included facilities such as bridges, culverts, irrigation tiling, storm drains, and regional transportation facilities.

*Stormwater, Drainage, and Flood Control Facilities:* A Category of Necessary Public Services including but not limited to storm sewers constructed in sizes needed to provide for stormwater management for areas beyond major street projects and stormwater detention/retention basins, tanks, pump stations and channels necessary to provide for proper stormwater management, including any Appurtenances for those facilities.

*Subject Development:* A land area linked by a unified plan of development, which must be contiguous unless the land area is part of a Development Agreement executed in accordance with Section 26-12 of this Chapter.

*Substantial Nexus:* A substantial nexus exists where the demand for Necessary Public Services that will be generated by a Service Unit can be reasonably quantified in terms of the burden it will impose on the available capacity of existing Capital Facilities, the need it will create for new or expanded Capital Facilities, and/or the benefit to the development from those Capital Facilities.

*Swimming Pool:* A public facility primarily designed and/or utilized for recreational non-competitive functions generally occurring within water, including, but not limited to, swimming classes, open public swimming sessions, and recreational league swimming/diving events. The facility may be indoors, outdoors, or any combination thereof, and includes all necessary supporting amenities.

*Useful Life:* The period of time during which an asset can reasonably be expected to be used under normal conditions, whether or not the asset will continue to be owned and operated by the City over the entirety of such period.

*Vehicle:* Any device, structure, or conveyance utilized for transportation in the course of providing a particular Category of Necessary Public Services at a specified Level of Service, excluding helicopters and other aircraft.

*Wastewater Facilities:* A Category of Necessary Public Services including, but not limited to, sewers, lift stations, reclamation plants, wastewater treatment plants, and all other facilities for the collection, interception, transportation, treatment and disposal of wastewater, and any Appurtenances for those facilities.

*Water Facilities:* A Category of Necessary Public Services including, but not limited to, those facilities necessary to provide for water services to development, including the acquisition, supply, transportation, treatment, purification and distribution of water, and any Appurtenances to those facilities.

### **26-3 Applicability**

- (a) Except as otherwise provided herein, from and after August 1, 2014, this Chapter shall apply to all new development within any Service Area.
- (b) The provisions of this Chapter shall apply to all of the territory within the corporate limits of the City and within the portions of the City's Water and Wastewater Service Areas extending outside the corporate limits.
- (c) The City Manager or his/her designee is authorized to make determinations regarding the application, administration and enforcement of the provisions of this Chapter.

## 26-4 Authority for Development Impact Fees

- (a) *Fee Report and Implementation.* The City may assess and collect a development impact fee for costs of Necessary Public Services, including all professional services required for the preparation or revision of an Infrastructure Improvements Plan, Fee Report, development impact fee, and required reports or audits conducted pursuant to this Chapter. Development impact fees shall be subject to the following requirements:
- (1) The City shall develop and adopt a Fee Report that analyzes and defines the development impact fees to be charged in each Service Area for each Capital Facility Category, based on the Infrastructure Improvements Plan, pursuant to Subsection 26-7(a)(12) below.
  - (2) Development impact fees shall be assessed against all new commercial, residential, and industrial developments, provided that the City may assess different amounts of development impact fees against specific Categories of Development based on the actual burdens and costs that are associated with providing Necessary Public Services to that Category of Development.
  - (3) No development impact fees shall be charged, or Credits issued, for any Capital Facility that does not fall within one of the Categories of Necessary Public Services for which development impact fees may be assessed as identified in Subsection 26-7(a)(1) below.
  - (4) Costs for Necessary Public Services made necessary by new development shall be based on the same Level of Service provided to existing development in the same Service Area. Development impact fees may not be used to provide a higher Level of Service to existing development or to meet stricter safety, efficiency, environmental, or other regulatory standards to the extent that these are applied to existing Capital Facilities that are serving existing development.
  - (5) Development impact fees may not be used to pay the City's administrative, maintenance, or other operating costs.
  - (6) Projected interest charges and financing costs can only be included in development impact fees to the extent they represent principal and/or interest on the portion of any Financing or Debt used to finance the construction or expansion of a Capital Facility identified in the Infrastructure Improvements Plan.
  - (7) All development impact fees charged by the City must be included in a "Fee Schedule" prepared pursuant to this Chapter and included in the Fee

Report, which Fee Schedule may be adopted by the City Council by resolution or as part of the City's annual budget.

- (8) All development impact fees shall meet the requirements of A.R.S. § 9-463.05.
- (b) *Costs per Service Unit.* The Fee Report shall summarize the costs of Capital Facilities necessary to serve new development on a per Service Unit basis as defined and calculated in the Infrastructure Improvements Plan, including all required Offsets, and shall recommend a development impact fee structure for adoption by the City.
- (c) *Carry-over of Previously-Established Development Impact Fees and Grandfathered Facilities.* Notwithstanding the requirements of this Chapter, certain development impact fees adopted by the City prior to the effective date of this Chapter shall continue in effect as follows:
  - (1) Until August 1, 2014, or the date a new development impact fee is effective for the applicable Category of Necessary Public Services in a Service Area pursuant to this Chapter, whichever occurs first, development impact fees established prior to January 1, 2012, shall continue in full force and effect to the extent that the development impact fee is used to provide a Category of Necessary Public Services that is authorized by Section 26-7 of this Chapter. Development impact fees collected prior to January 1, 2012, shall be expended on Capital Facilities within the same Category of Necessary Public Services for which they were collected.
  - (2) The City may continue to collect and use any development impact fee established before January 1, 2012, even if the development impact fee would not otherwise be permitted to be collected and spent pursuant to A.R.S. § 9-463.05, as amended by the state legislature in SB 1525, Fiftieth Legislature, First Regular Session, if either of the following apply:
    - a. Both of the following conditions are met:
      - i. Prior to June 1, 2011, the development impact fee was Pledged towards the repayment of Financing or Debt incurred by the City to provide a Capital Facility.
      - ii. The applicable Capital Facility was included in the City's Infrastructure Improvements Plan, or other City planning document prepared pursuant to applicable law, prior to June 1, 2011.

- b. Before August 1, 2014, the City uses the development impact fee to finance a Capital Facility in accordance with A.R.S. § 9-463.05(S).
- (3) Defined terms in any previously established fee schedule shall be interpreted according to the ordinance in effect at the time of their adoption.

## **26-5 Administration of Development Impact Fees**

- (a) *Separate Funds.* Development impact fees collected pursuant to this Chapter shall be placed in separate funds (for each Capital Facility category within each Service Area) within the City's interest-bearing account.
- (b) *Limitations on Use of Fees.* Development impact fees and any interest thereon collected pursuant to this Chapter shall be spent to provide Capital Facilities associated with the same Category of Necessary Public Services in the same Service Area for which they were collected, including costs of Financing or Debt used by the City to finance such Capital Facilities, and other costs authorized by this Chapter, that are included in the Infrastructure Improvements Plan.
- (c) *Time Limit.* Development impact fees collected after July 31, 2014, shall be used within ten years of the date upon which they were collected for all Categories of Necessary Public Services except for Water and Wastewater Facilities. For Water Facilities or Wastewater Facilities collected after July 31, 2014, development impact fees must be used within 15 years of the date upon which they were collected.

## **26-6 Land Use Assumptions**

The Infrastructure Improvements Plan shall be consistent with the City's current Land Use Assumptions for each Service Area and each Category of Necessary Public Services as adopted by the City pursuant to A.R.S. § 9-463.05.

- (a) *Reviewing the Land Use Assumptions.* Prior to the adoption or amendment of an Infrastructure Improvements Plan, the City shall review and evaluate the Land Use Assumptions on which the Infrastructure Improvements Plan is to be based to ensure that the Land Use Assumptions within each Service Area are consistent with the General Plan.
- (b) *Evaluating Necessary Changes.* If the Land Use Assumptions upon which an Infrastructure Improvements Plan is based have not been updated within the last five years, the City shall evaluate the Land Use Assumptions to determine whether changes are necessary. If, after general evaluation, the City determines that the Land Use Assumptions are still valid, the City shall issue the report required in Section 26-9 of this Chapter.

- (c) *Required Modifications to Land Use Assumptions.* If the City determines that changes to the Land Use Assumptions are necessary in order to adopt or amend an Infrastructure Improvements Plan, it shall make such changes as necessary to the Land Use Assumptions prior to or in conjunction with the review and approval of the Infrastructure Improvements Plan pursuant to Section 26-9 of this Chapter.

## **26-7 Infrastructure Improvements Plan**

- (a) *Infrastructure Improvements Plan Contents.* The Infrastructure Improvements Plan shall be developed by Qualified Professionals and may be based upon or incorporated within the City's Capital Improvements Plan. The Infrastructure Improvements Plan shall:
- (1) Specify the Categories of Necessary Public Services for which the City will impose a development impact fee, which may include any or all of the following:
    - a. Water Facilities
    - b. Wastewater Facilities
    - c. Stormwater, Drainage, and Flood Control Facilities
    - d. Library Facilities
    - e. Street Facilities
    - f. Fire and Police Facilities
    - g. Park and Recreation Facilities
  - (2) Define and provide a map of one or more Service Areas within which the City will provide each Category of Necessary Public Services for which development impact fees will be charged. Each Service Area must be defined in a manner that demonstrates a Substantial Nexus between the Capital Facilities to be provided in the Service Area and the Service Units to be served by those Capital Facilities. The City may cover more than one category of Capital Facilities in the same Service Area provided that there is an independent Substantial Nexus or Direct Benefit, as applicable, between each Category of Necessary Public Services and the Service Units to be served.
  - (3) Identify and describe the Land Use Assumptions upon which the Infrastructure Improvements Plan is based in each Service Area.
  - (4) Analyze and identify the existing Level of Service provided by the City to existing Service Units for each Category of Necessary Public Services in each Service Area.
  - (5) Identify the Level of Service to be provided by the City for each Category of Necessary Public Services in each Service Area based on the relevant

Land Use Assumptions and any established City standards or policies related to required Levels of Service.

- (6) For each Category of Necessary Public Services, analyze and identify the existing capacity of the Capital Facilities in each Service Area, the utilization of those Capital Facilities by existing Service Units, and the available excess capacity of those Capital Facilities to serve new Service Units including any existing or planned commitments or agreements for the usage of such capacity. The Infrastructure Improvements Plan shall additionally identify any changes or upgrades to existing Capital Facilities that will be needed to achieve or maintain the planned Level of Service to existing Service Units, or to meet new safety, efficiency, environmental, or other regulatory requirements for services provided to existing Service Units.
- (7) Identify any Grandfathered Facilities and the impact thereof on the need for Necessary Public Services in each affected Service Area.
- (8) Estimate the total number of existing and future Service Units within each Service Area based on the City's Land Use Assumptions.
- (9) Based on the analysis in Subsections 26-7(a)(3)-(6) above, provide a summary table or tables describing the Level of Service for each Category of Necessary Public Services by relating the required Capital Facilities to Service Units in each Service Area, and identifying the applicable Service Unit factor associated with each Category of Development.
- (10) For each Category of Necessary Public Services, analyze and identify the projected utilization of any available excess capacity in existing Capital Facilities, and all new or expanded Capital Facilities that will be required to provide and maintain the planned Level of Service in each Service Area as a result of the new projected Service Units in that Service Area, for a period not to exceed ten years. Nothing in this Subsection shall prohibit the City from additionally including in its Infrastructure Improvements Plan projected utilization of, or needs for, Capital Facilities for a period longer than ten years, provided that the costs of such Capital Facilities are excluded from the development fee calculation.
- (11) For each Category of Necessary Public Services, estimate the total cost of any available excess capacity and/or new or expanded Capital Facilities that will be required to serve new Service Units, including costs of land acquisition, improvements, engineering and architectural services, studies leading to design, design, construction, financing, and administrative costs, as well as projected costs of inflation. Such total costs shall not include costs for ongoing operation and maintenance of Capital Facilities, nor for replacement of Capital Facilities to the extent that such replacement is

necessary to serve existing Service Units. If the Infrastructure Improvements Plan includes changes or upgrades to existing Capital Facilities that will be needed to achieve or maintain the planned Level of Service to existing Service Units, or to meet new regulatory requirements for services provided to existing Service Units, such costs shall be identified and distinguished in the Infrastructure Improvements Plan.

- (12) Forecast the revenues from taxes, fees, assessments or other sources that will be available to fund the new or expanded Capital Facilities identified in the Infrastructure Improvements Plan, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions. The Infrastructure Improvements Plan shall additionally estimate the time required to finance, construct and implement the new or expanded Capital Facilities.
- (13) Calculate required Offsets as follows:
  - a. From the forecasted revenues in Subsection 26-7(a)(12) above, identify those sources of revenue that: (i) are attributable to new development, and (ii) will contribute to paying for the capital costs of Necessary Public Services.
  - b. For each source and amount of revenue identified pursuant to Subsection 26-7(a)(13)(a) above, calculate the relative contribution of each Category of Development to paying for the capital costs of Necessary Public Services in each Service Area.
  - c. Based on the relative contributions identified pursuant to Subsection 26-7(a)(13)(b) above, for each Category of Necessary Public Services, calculate the total Offset to be provided to each Category of Development in each Service Area.
  - d. For each Category of Necessary Public Services, convert the total Offset to be provided to each Category of Development in each Service Area into an Offset amount per Service Unit by dividing the total Offset for each Category of Development by the number of Service Units associated with that Category of Development.
  - e. Beginning August 1, 2014, for purposes of calculating the required Offset, if the City imposes a construction, contracting, or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate that is imposed on the majority of other transaction privilege tax classifications in the City, the entire excess portion of the construction, contracting, or similar excise

tax shall be treated as a contribution to the capital costs of Necessary Public Services provided to new development unless the excess portion is already taken into account for such purpose pursuant to this Section.

- f. In determining the amount of required Offset for land included in a community facilities district established under A.R.S. Title 48, Chapter 4, Article 6, the City shall take into account any Capital Facilities provided by the district that are included in the Infrastructure Improvements Plan and the capital costs paid by the district for such Capital Facilities, and shall Offset impact fees assessed within the community facilities district proportionally.
- (b) *Multiple Plans.* An Infrastructure Improvements Plan adopted pursuant to this Subsection may address one or more of the City's Categories of Necessary Public Services in any or all of the City's Service Areas. Each Capital Facility shall be subject to no more than one Infrastructure Improvements Plan at any given time.
- (c) *Reserved Capacity.* The City may reserve capacity in an Infrastructure Improvements Plan to serve one or more planned future developments, including capacity reserved through a Development Agreement pursuant to Section 26-12 of this Chapter. All reservations of existing capacity must be disclosed in the Infrastructure Improvements Plan at the time it is adopted.

## **26-8 Adoption and Modification Procedures**

- (a) *Adopting or Amending the Infrastructure Improvements Plan.* The Infrastructure Improvements Plan shall be adopted or amended subject to the following procedures:
  - (1) *Major Amendments to the Infrastructure Improvements Plan.* Except as provided in Paragraph 2 of this Subsection, the adoption or amendment of an Infrastructure Improvement Plan shall occur at one or more public hearings according to the following schedule, and may occur concurrently with the adoption of an update of the City's Land Use Assumptions as provided in Section 26-6 of this Chapter:
    - a. Sixty days before the first public hearing regarding a new or updated Infrastructure Improvements Plan, the City shall provide public notice of the hearing and post the Infrastructure Improvements Plan and the underlying Land Use Assumptions on its website; the City shall additionally make available to the public the documents used to prepare the Infrastructure Improvements Plan and underlying Land Use Assumptions and any proposed changes to Capital Facilities.

- b. The City shall conduct a public hearing on the Infrastructure Improvements Plan and underlying Land Use Assumptions at least 30 days, but no more than 60 days, before approving or disapproving the Infrastructure Improvements Plan.
- (2) *Minor Amendments to the Infrastructure Improvements Plan.* Notwithstanding the other requirements of this Section, the City may update the Infrastructure Improvements Plan and/or its underlying Land Use Assumptions without a public hearing if all of the following apply:
- a. The changes in the Infrastructure Improvements Plan and/or the underlying Land Use Assumptions will not add any new Category of Necessary Public Services to any Service Area.
  - b. The changes in the Infrastructure Improvements Plan and/or the underlying Land Use Assumptions will not increase the Level of Service to be provided in any Service Area.
  - c. Based on an analysis of the Fee Report and the City's adopted development impact fee schedules, the changes in the Infrastructure Improvements Plan and/or the underlying Land Use Assumptions would not, individually or cumulatively with other amendments undertaken pursuant to this Subsection, have caused a development impact fee in any Service Area to have been increased by more than five per cent above the development impact fee that is provided in the current development impact fee schedule.
  - d. At least 30 days prior to the date that the any amendment pursuant to this Section is adopted, the City shall post the proposed amendments on the City website.
- (b) *Amendments to the Fee Report.* Any adoption or amendment of a Fee Report and fee schedule shall occur at one or more public hearings according to the following schedule:
- (1) The first public hearing on the Fee Report must be held at least 30 days after the adoption or approval of and Infrastructure Improvements Plan as provided in Subsection A of this Section. The City must give at least 30 days notice prior to the hearing, provided that this notice may be given on the same day as the approval or disapproval of the Infrastructure Improvements Plan.
  - (2) The City shall make the Infrastructure Improvements Plan and underlying Land Use Assumptions available to the public on the City's website 30 days prior to the public hearing described in Subsection 26-8(b)(1) above.

- (3) The Fee Report may be adopted by the City no sooner than 30 days, and no later than 60 days, after the hearing described in Subsection 26-8(b)(1) above.
- (4) The development fee schedules in the Fee Report adopted pursuant to this Subsection shall become effective as set forth in A.R.S. § 9-463.05.

**26-9 Timing for the Renewal and Updating of the Infrastructure Improvements Plan and the Land Use Assumptions**

- (a) *Renewing the Infrastructure Improvements Plan.* Except as provided in Subsection B of this Section, not later than every five years the City shall update the applicable Infrastructure Improvements Plan and Fee Report related to each Category of Necessary Public Services pursuant to Section 26-8 of this Chapter. Such five-year period shall be calculated from the date of the adoption of the Infrastructure Improvements Plan or the date of the adoption of the Fee Report, whichever occurs later.
- (b) *Determination of No Changes.* Notwithstanding Subsection (a) of this Section, if the City determines that no changes to an Infrastructure Improvements Plan, underlying Land Use Assumptions, or Fee Report are needed, the City may elect to continue the existing Infrastructure Improvements Plan and Fee Report without amendment by providing notice as follows:
  - (1) Notice of the determination shall be published at least 90 days prior to the end of the five-year period described in Subsection A of this Section.
  - (2) The notice shall identify the Infrastructure Improvements Plan and Fee Report that shall continue in force without amendment.
  - (3) The notice shall provide a map and description of the Service Area(s) covered by such Infrastructure Improvements Plan and Fee Report.
  - (4) The notice shall identify an address to which any resident of the City may submit, within 60 days, a written request that the City update the Infrastructure Improvements Plan, underlying Land Use Assumptions, and/or Fee Report and the reasons and basis for the request.
- (c) *Response to Comments.* The City shall consider and respond to any timely requests submitted pursuant to Subsection 26-9(b)(4) above.

## 26-10 Collection of Development Impact Fees

- (a) *Collection.* Development impact fees, together with administrative charges assessed pursuant to Subsection 26-10(a)(6) below, shall be calculated and collected prior to issuance of permission to commence development; specifically:
- (1) Unless otherwise specified pursuant to a Development Agreement adopted pursuant to Section 26-12 of this Chapter, development impact fees shall be paid prior to issuance of a Building Permit according to the current development impact fee schedule for the applicable Service Area(s) as adopted pursuant to this Chapter, or according to any other development impact fee schedule as authorized in this Chapter.
  - (2) If a Building Permit is not required for the development, but Water or Wastewater connections are required, any and all development impact fees due shall be paid at the time the Water service connection is purchased. If only a Wastewater connection is required, the development impact fees shall be paid prior to approval of a connection to the sewer system. Wastewater development impact fees shall be assessed if a development connects to the public sewer, or as determined by the City Manager or authorized designee, is capable of discharging sewage to a City public sewer.
  - (3) If the development is located in a Service Area with a Stormwater, Drainage, and Flood Control development impact fee, and neither a Building Permit, Water, or sewer service connection is required, the Storm Drainage development impact fee due shall be paid at the time any permit is issued for the development.
  - (4) No Building Permit, Water or sewer connection, or certificate of occupancy shall be issued if a development impact fee is not paid as directed in the previous Subsections.
  - (5) If the Building Permit is for a change in the type of building use, an increase in square footage, a change to land use, or an addition to a residential or non-residential point of demand to the Water or Wastewater system, the development impact fee shall be assessed on the additional service units resulting from the expansion or change, and following the development impact fee schedule applicable to any new use type.
  - (6) For issued permits that expire or are voided, development impact fees and administrative charges shall be as follows:
    - a. If the original permittee is seeking to renew an expired or voided permit, and the development impact fees paid for such development have not been refunded, then the permittee shall pay

the difference between any development impact fees paid at the time the permit was issued and those in the fee schedule at the time the permit is reissued or renewed.

- b. If a new or renewed permit for the same development is being sought by someone other than the original permittee, the new permit Applicant shall pay the full development impact fees specified in the fee schedule in effect at the time that the permits are reissued or renewed. If the original permittee has assigned its rights under the permits to the new permit Applicant, the new permit Applicant shall pay development impact fees as if it were the original permittee.

- (b) *Exceptions.* Development impact fees shall not be owed under either of the following conditions:

- (1) Development impact fees have been paid for the development and the permit(s) that triggered the collection of the development impact fees have not expired or been voided.
- (2) The approval(s) that trigger the collection of development impact fees involve modifications to existing residential or non-residential development that do not: (a) add new Service Units, (b) increase the impact of existing Service Units on existing or future Capital Facilities, or (c) change the land-use type of the existing development to a different Category of Development for which a higher development impact fee would have been due. To the extent that any modification does not meet the requirements of this Paragraph, the development impact fee due shall be the difference between the development impact fee that was or would have been due on the existing development and the development impact fee that is due on the development as modified.

- (c) *Temporary Freezing of Development Impact Fee Schedules.* New developments in the City shall be temporarily exempt from increases in development impact fees that result from the adoption of new or modified development impact fee schedules as follows:

- (1) On or after the day that the first Building Permit is issued for a single-family residential development, the City shall, at the permittee's request, provide the permittee with an applicable development impact fee schedule that shall be in force for a period of 24 months beginning on the day that the first Building Permit is issued, and which shall expire at the end of the first business day of the 25th month thereafter. During the effective period of the applicable development impact fee schedule, the Developer shall pay the fees on that schedule, and any Building Permit issued for the

same single-family residential development shall not be subject to any new or modified development impact fee schedule.

- (2) On or after the day that the final approval, as defined in A.R.S. § 9-463.05(T)(4), is issued for a commercial, industrial or multifamily development, the City shall provide an applicable development impact fee schedule that shall be in force for a period of 24 months beginning on the day that final development approval of a site plan or final subdivision plat is given, and which shall expire at the end of the first business day of the 25th month thereafter. During the effective period of the applicable development impact fee schedule, any Building Permit issued for the same development shall not be subject to any new or modified development impact fee schedule.
  - (3) Any Category of Development not covered under Subsections 26-10(c)(1) and (2) above shall pay development impact fees according to the fee schedule that is current at the time of collection as specified in Subsection 26-10(a) above.
  - (4) Notwithstanding the other requirements of this Subsection, if changes are made to a development's final site plan or subdivision plat that will increase the number of service units after the issuance of a development impact fee schedule issued pursuant to this Subsection 26-10(c) above, the City may assess any new or modified development impact fees against the additional service units. If the City reduces the amount of an applicable development impact fee during the period that a development impact fee schedule issued pursuant to this Subsection 26-10(c) above is in force, the City shall assess the lower development impact fee.
- (d) *Option to Pursue Special Fee Determination.* Where a development is of a type that does not closely fit within a particular Category of Development appearing on an adopted development impact fee schedule, or where a development has unique characteristics such that the actual burdens and costs associated with providing Necessary Public Services to that development will differ substantially from that associated with other developments in a specified Category of Development, the City may require the Applicant to provide the City Manager or authorized designee with an alternative development impact fee analysis. Based on a projection of the actual burdens and costs that will be associated with the development, the alternative development impact fee analysis may propose a unique fee for the development based on the application of an appropriate Service Unit factor, or may propose that the development be covered under the development impact fee schedule governing a different and more analogous Category of Development. The City Manager or authorized designee shall review the alternative impact fee analysis and shall make a determination as to the development impact fee to be charged. Such decision shall be appealable pursuant to Section 26-13 of this Chapter. The City Manager or authorized

designee may require the Applicant to pay an administrative fee to cover the actual costs of reviewing the special fee determination application.

## **26-11 Development Impact Fee Credits and Credit Agreements**

- (a) *Eligibility of Capital Facility.* All development impact fee Credits must meet the following requirements:
  - (1) One of the following is true:
    - a. The Capital Facility, or the financial contribution toward a Capital Facility that will be provided by the Developer and for which a Credit will be issued, must be identified in an adopted Infrastructure Improvements Plan and Fee Report as a Capital Facility for which a development impact fee was assessed; or
    - b. The Applicant must demonstrate to the satisfaction of the City that, given the class and type of improvement, the subject Capital Facility should have been included in the Infrastructure Improvements Plan in lieu of a different Capital Facility that was included in the Infrastructure Improvements Plan and for which a development impact fee was assessed. If the subject Capital Facility is determined to be eligible for a Credit in this manner, the City shall amend the Infrastructure Improvements Plan to (i) include the subject replacement facility and (ii) delete the Capital Facility that will be replaced.
  - (2) Credits shall not be available for any infrastructure provided by a Developer if the cost of such infrastructure will be repaid to the Developer by the City through another agreement or mechanism. To the extent that the Developer will be paid or reimbursed by the City for any contribution, payment, construction, or dedication from any City funding source including an agreement to reimburse the Developer with future-collected development impact fees pursuant to Section 26-12 of this Chapter, any Credits claimed by the Developer shall be: (a) deducted from any amounts to be paid or reimbursed by the City; or (b) reduced by the amount of such payment or reimbursement.
- (b) *Eligibility of Subject Development.* To be eligible for a Credit, the Subject Development must be located within the Service Area of the eligible Capital Facility.
- (c) *Calculation of Credits.* Credits will be based on that portion of the costs for an eligible Capital Facility identified in the adopted Infrastructure Improvements Plan for which a development fee was assessed pursuant to the Fee Report. If the Gross Impact Fee for a particular category of Necessary Public Service is adopted

at an amount lower than the maximum amount justified by the Fee Report, the amount of any Credit shall be reduced in proportion to the difference between the maximum amount justified by the Fee Report, and the Gross Impact Fee adopted. A Credit shall not exceed the actual costs the Applicant incurred in providing the eligible Capital Facility.

- (d) *Credit Allocation.* Before any Credit can be issued to a Subject Development (or portion thereof), the Credit must be allocated to that development as follows:
- (1) The Developer and the City must execute a Credit Agreement including all of the following:
    - a. The total amount of the Credits resulting from provision of an eligible Capital Facility.
    - b. The estimated number of Service Units to be served within the Subject Development.
    - c. The method by which the Credit values will be distributed within the Subject Development.
  - (2) It is the responsibility of the Developer to request allocation of development impact fee Credits through an application for a Credit Agreement (which may be part of a Development Agreement entered into pursuant to Section 26-12 of this Chapter).
  - (3) If a Building Permit is issued or a Water/sewer connection is purchased, and a development impact fee is paid prior to execution of a Credit Agreement for the Subject Development, no Credits may be allocated retroactively to that permit or connection. Credits may be allocated to any remaining permits for the Subject Development in accordance with this Chapter.
  - (4) If the entity that provides an eligible Capital Facility sells or relinquishes a development (or portion thereof) that it owns or controls prior to execution of a Credit Agreement or Development Agreement, Credits resulting from the eligible Capital Facility will only be allocated to the development if the entity legally assigns such rights and responsibilities to its successor(s) in interest for the Subject Development.
  - (5) If multiple entities jointly provide an eligible Capital Facility, all entities must enter into a single Credit Agreement with the City, and any request for the allocation of Credit within the Subject Development(s) must be made jointly by the entities that provided the eligible Capital Facility.

- (6) Credits may only be reallocated from or within a Subject Development with the City's approval of an amendment to an executed Credit Agreement, subject to the following conditions:
  - a. The entity that executed the original agreement with the City, or its legal successor in interest and the entity that currently controls the Subject Development are parties to the request for reallocation.
  - b. The reallocation proposal does not change the value of any Credits already issued for the Subject Development.
- (7) A Credit Agreement may authorize the allocation of Credits to a non-contiguous parcel only if all of the following conditions are met:
  - a. The entity that executed the original agreement with the City or its legal successor in interest, the entity that currently controls the Subject Development, and the entity that controls the non-contiguous parcel are parties to the request for reallocation.
  - b. The reallocation proposal does not change the value of any Credits already issued for the Subject Development.
  - c. The non-contiguous parcel is in the same Service Area as that served by the eligible Capital Facility.
  - d. The non-contiguous parcel receives a Necessary Public Service from the eligible Capital Facility.
  - e. The Credit Agreement specifically states the value of the Credits to be allocated to each parcel and/or Service Unit, or establishes a mechanism for future determination of the Credit values.
  - f. The Credit Agreement does not involve the transfer of Credits to or from any property subject to a Development Agreement.
- (e) *Credit Agreement.* Credits shall only be issued pursuant to a Credit Agreement executed in accordance with Subsection D of this Section. The City Manager or authorized designee is authorized by this Chapter to enter into a Credit Agreement with the controlling entity of a Subject Development, subject to the following:
  - (1) The Developer requesting the Credit Agreement shall provide all information requested by the City to allow it to determine the value of the Credit to be applied.

- (2) An application for a Credit Agreement shall be submitted to the City by the Developer within one year of the date on which ownership or control of the Capital Facility passes to the City.
- (3) The Developer shall submit a draft Credit Agreement to the City Manager or authorized designee(s) for review in the form provided to the Applicant by the City. The draft Credit Agreement shall include, at a minimum, all of the following information and supporting documentation:
  - a. A legal description and map depicting the location of the Subject Development for which Credit is being applied. The map shall depict the location of the Capital Facilities that have been or will be provided.
  - b. An estimate of the total Service Units that will be developed within the Subject Development depicted on the map and described in the legal description.
  - c. A list of the Capital Facilities, associated physical attributes, and the related costs as stated in the Infrastructure Improvements Plan.
  - d. Documentation showing the date(s) of acceptance by the City, if the Capital Facilities have already been provided.
  - e. The total amount of Credit to be applied within the Subject Development and the calculations leading to the total amount of Credit.
  - f. The Credit amount to be applied to each Service Unit within the Subject Development for each Category of Necessary Public Services.
- (4) The City's determination of the Credit to be allocated is final.
- (5) Upon execution of the Credit Agreement by the City and the Applicant, Credits shall be deemed allocated to the Subject Development.
- (6) Any amendment to a previously-approved Credit Agreement must be initiated within two years of the City's final acceptance of the eligible Capital Facility for which the amendment is requested.
- (7) Any Credit Agreement approved as part of a Development Agreement shall be amended in accordance with the terms of the Development Agreement and Section 26-12 of this Chapter.

- (f) *Credit Issuance.* Credits allocated pursuant to Subsection 26-11(D) above may be issued and applied toward the Gross Impact Fees due from a development, subject to the following conditions:
- (1) Credits issued for an eligible Capital Facility may only be applied to the development impact fee due for the applicable Category of Necessary Public Services, and may not be applied to any fee due for another Category of Necessary Public Services.
  - (2) Credits shall only be issued when the eligible Capital Facility from which the Credits were derived has been accepted by the City or when adequate security for the completion of the eligible Capital Facility has been provided in accordance with all terms of an executed Development Agreement.
  - (3) Where Credits have been issued pursuant to Subsection 26-11(f)(2) above, an impact fee due at the time a Building Permit is issued shall be reduced by the Credit amount stated in or calculated from the executed Credit Agreement. Where Credits have not yet been issued, the Gross Impact Fee shall be paid in full, and a refund of the Credit amount shall be due when the Developer demonstrates compliance with Subsection 26-11(f)(2) above in a written request to the City.
  - (4) Credits, once issued, may not be rescinded or reallocated to another permit or parcel, except that Credits may be released for reuse on the same Subject Development if a Building Permit for which the Credits were issued has expired or been voided and is otherwise eligible for a refund under Subsection 26-14(a)(2)(a) below.
  - (5) Notwithstanding the other provisions of this Section 26-11, Credits issued prior to January 1, 2012, may only be used for the Subject Development for which they were issued. Such Credits may be transferred to a new owner of all or part of the Subject Development in proportion to the percentage of ownership in the Subject Development to be held by the new owner.

## **26-12 Development Agreements**

Development Agreements containing provisions regarding development impact fees, development impact fee Credits, and/or disbursement of revenues from development impact fee accounts shall comply with the following:

- (a) *Development Agreement Required.* A Development Agreement is required to authorize any of the following:

- (1) To issue Credits prior to the City's acceptance of an eligible Capital Facility.
  - (2) To allocate Credits to a parcel that is not contiguous with the Subject Development and that does not meet the requirements of Subsection 26-11(d)(7) above.
  - (3) To reimburse the Developer of an eligible Capital Facility using funds from development impact fee accounts.
  - (4) To allocate different Credit amounts per Service Unit to different parcels within a Subject Development.
  - (5) For a single family residential Dwelling Unit, to allow development impact fees to be paid at a later time than the issuance of a Building Permit as provided in this Section.
- (b) *General Requirements.* All Development Agreements shall be prepared and executed in accordance with A.R.S. § 9-500.05 and any applicable requirements of the City Code. Except where specifically modified by this Section, all provisions of Section 26-11 of this Chapter shall apply to any Credit Agreement that is authorized as part of a Development Agreement.
- (c) *Early Credit Issuance.* A Development Agreement may authorize Credit Issuance prior to acceptance of an eligible Capital Facility by the City when the Development Agreement specifically states the form and value of the security (i.e. bond, letter of Credit, etc.) to be provided to the City prior to Credit Issuance. The City Attorney shall determine the acceptable form and value of the security to be provided.
- (d) *Non-Contiguous Credit Allocation.* A Development Agreement may authorize the allocation of Credits to a non-contiguous parcel only if all of the following conditions are met:
- (1) The non-contiguous parcel is in the same Service Area as that served by the eligible Capital Facility.
  - (2) The non-contiguous parcel receives a Necessary Public Service from the eligible Capital Facility.
  - (3) The Development Agreement specifically states the value of the Credits to be allocated to each parcel and/or Service Unit, or establishes a mechanism for future determination of the Credit values.
- (e) *Uneven Credit Allocation.* If the Credits are not to be allocated evenly, the Development Agreement must specify how Credits will be allocated amongst

different parcels on a per-Service Unit basis. If the Development Agreement is silent on this topic, all Credits will be allocated evenly amongst all parcels on a per-Service Unit basis.

- (f) *Use of Reimbursements.* Funds reimbursed to Developers from impact fee accounts for construction of an eligible Capital Facility must be utilized in accordance with applicable law for the use of City funds in construction or acquisition of Capital Facilities, including A.R.S. § 34-201, *et seq.*
- (g) *Deferral of Fees.* A Development Agreement may provide for the deferral of payment of development impact fees for a single-family residential development beyond the issuance of a Building Permit; provided that a development impact fee may not be paid later than 15 days after the issuance of the certificate of occupancy for that Dwelling Unit. The Development Agreement shall provide for the value of any deferred development impact fees to be supported by appropriate security, including a surety bond, letter of credit, or cash bond.
- (h) *Waiver of Fees.* If the City agrees to waive any development impact fees assessed on development in a Development Agreement, the City shall reimburse the appropriate development impact fee account for the amount that was waived.
- (i) *No Obligation.* Nothing in this Section obligates the City to enter into any Development Agreement or to authorize any type of Credit Agreement permitted by this Section.

## **26-13 Appeals**

A development impact fee determination by City staff may be appealed in accordance with the following procedures:

- (a) *Limited Scope.* An appeal shall be limited to disputes regarding the calculation of the development impact fees for a specific development and/or permit and calculation of Service Units for the development.
- (b) *Form of Appeal.* An appeal shall be initiated in such written form as the City may prescribe, and submitted to the City Manager or authorized designee.
- (c) *Timing of Appeal to Manager.* The Applicant may appeal the calculation to the City Manager or authorized designee within 30 calendar days of the calculation.
- (d) *Action by Manager.* The City Manager or authorized designee shall act upon the appeal within 14 calendar days of receipt of the appeal, and the Applicant shall be notified of the City Manager or authorized designee's decision in writing.
- (e) *Final Decision.* The City Manager or authorized designee's decision regarding the appeal is final.

- (f) *Fees During Pendency.* Building permits may be issued during the pendency of an appeal if the Applicant (1) pays the full impact fee calculated by the City at the time the appeal is filed or (2) provides the City with financial assurances in the form acceptable to the City Attorney equal to the full amount of the impact fee. Upon final disposition of an appeal, the fee shall be adjusted in accordance with the decision rendered, and a refund paid if warranted. If the appeal is denied by the City Manager or authorized designee, and the Applicant has provided the City with financial assurances as set forth in clause (2) in this paragraph, the Applicant shall deliver the full amount of the impact fee to the City within ten days of the City Manager or designee's final decision on the appeal. If the Applicant fails to deliver the full amount of the impact fees when required by this Subsection, the City may draw upon such financial assurance instrument(s) as necessary to recover the full amount of the impact fees due from the Applicant.

#### **26-14 Refunds of Development Impact Fees**

- (a) *Refunds.* A refund (or partial refund) will be paid to any current owner of property within the City who submits a written request to the City and demonstrates that:
- (1) The permit(s) that triggered the collection of the development impact fee have expired or been voided prior to the commencement of the development for which the permits were issued and the development impact fees collected have not been expended, encumbered, or Pledged for the repayment of Financing or Debt; or
  - (2) The owner of the subject real property or its predecessor in interest paid a development impact fee for the applicable Capital Facility on or after August 1, 2014, and one of the following conditions exists:
    - a. The Capital Facility designed to serve the subject real property has been constructed, has the capacity to serve the subject real property and any development for which there is reserved capacity, and the service which was to be provided by that Capital Facility has not been provided to the subject real property from that Capital Facility or from any other infrastructure.
    - b. After collecting the fee to construct a Capital Facility the City fails to complete construction of the Capital Facility within the time period identified in the Infrastructure Improvements Plan, as it may be amended, and the corresponding service is otherwise unavailable to the subject real property from that Capital Facility or any other infrastructure.

- c. For a Category of Necessary Public Services other than Water or Wastewater Facilities, any part of a development impact fee is not spent within ten years of the City's receipt of the development impact fee. For the purpose of determining whether fees have been spent, the City shall use a first-in, first-out process.
  - d. Any part of a development impact fee for Water or Wastewater Facilities is not spent within 15 years of the City's receipt of the development impact fee. For the purpose of determining whether fees have been spent, the City shall use a first-in, first-out process.
  - e. The development impact fee was calculated and collected for the construction cost to provide all or a portion of a specific Capital Facility serving the subject real property and the actual construction costs for the Capital Facility are less than the construction costs projected in the Infrastructure Improvements Plan by a factor of 10% or more. In such event, the current owner of the subject real property shall, upon request as set forth in this Section A, be entitled to a refund for the difference between the amounts of the development impact fee charged for and attributable to such construction cost and the amount the development impact fee would have been calculated to be if the actual construction cost had been included in the Fee Report. The refund contemplated by this Subsection shall relate only to the costs specific to the construction of the applicable Capital Facility and shall not include any related design, administrative, or other costs not directly incurred for construction of the Capital Facility that are included in the development impact fee as permitted by A.R.S. § 9-463.05.
- (b) *Earned Interest.* A refund of a development impact fee shall include any interest actually earned on the refunded portion of the development impact fee by the City from the date of collection to the date of refund; provided, however that interest is not required to be paid if the refund is requested by the Developer or property owner due to voluntary cessation or abandonment of work. All refunds shall be made to the record owner of the property at the time the refund is paid.
  - (c) *Refund to Government.* If a development impact fee was paid by a governmental entity, any refund shall be paid to that governmental entity.
  - (d) *Time Limitation.* Any refund request must be made not later than 180 days following the occurrence of any event described in Subsections 26-14(a)(2)(a)-(e) above.

## 26-15 Oversight of Development Impact Fee Program

- (a) *Annual Report.* Within 90 days of the end of each fiscal year, the City shall file with the City Clerk an unaudited annual report accounting for the collection and use of the fees for each Service Area and shall post the report on its website in accordance with A.R.S. § 9-463.05(N) and (O), as amended.
- (b) *Biennial Audit.* In addition to the Annual Report described in Subsection 7-10-15(A) above, the City shall provide for a biennial, certified audit of the City's Land Use Assumptions, Infrastructure Improvements Plan and development impact fees.
  - (1) An audit pursuant to this Subsection shall be conducted by one or more Qualified Professionals who are not employees or officials of the City and who did not prepare the Infrastructure Improvements Plan.
  - (2) The audit shall review the collection and expenditures of development fees for each project in the plan and provide written comments describing the amount of development impact fees assessed, collected, and spent on capital facilities.
  - (3) The audit shall describe the Level of Service in each Service Area, and evaluate any inequities in implementing the Infrastructure Improvements Plan or imposing the development impact fee.
  - (4) The City shall post the findings of the audit on the City's website and shall conduct a public hearing on the audit within 60 days of the release of the audit to the public.
  - (5) For purposes of this Section, a certified audit shall mean any audit authenticated by one or more of the Qualified Professionals conducting the audit pursuant to Subsection 26-15(b)(1) above.

**ORDINANCE NO. 1551-614**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE “2014 DEVELOPMENT IMPACT FEE ORDINANCE OF THE CITY OF AVONDALE” BY REFERENCE AND AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 26, DEVELOPMENT FEES, BY DELETING IT IN ITS ENTIRETY AND REPLACING IT WITH THE 2014 DEVELOPMENT IMPACT FEE ORDINANCE OF THE CITY OF AVONDALE.

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

SECTION 1. That certain document known as the “2014 Development Impact Fee Ordinance of the City of Avondale” (the “2014 Impact Fee Ordinance”) three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 3202-614 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. The Avondale City Code, Chapter 26, Development Fees, is hereby deleted in its entirety and replaced by the 2014 Impact Fee Ordinance.

SECTION 3. Any person who fails to comply with any provision of the 2014 Impact Fee Ordinance shall be subject to civil and criminal penalties as set forth in Section 1-9 of the Avondale City Code, including civil penalties of not more than \$500.00 base fine. Criminal penalties shall constitute a class one misdemeanor, punishable by a fine not to exceed \$2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the 2014 Impact Fee Ordinance adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 16, 2014.

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Kenneth N. Weise, 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:**

Public Hearing - Final FY 2014-2015 Budget and Property Tax Levy

**MEETING DATE:**

6/16/2014

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**TO:** Mayor and Council

**FROM:** Kevin Artz, Acting Assistant City Manager (623) 333-2011

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

**PURPOSE:**

Staff is requesting that Council hold a public hearing on the proposed property tax levy and adoption of the final budget for fiscal year 2014-2015 in the amount of \$178,984,760.

**BACKGROUND:**

The tentative budget was adopted on May 19, 2014 and was published in the June 2nd and June 9th editions of the West Valley View. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website along with the detailed revenue and expenditure estimated initially presented to the Council on April 14th and April 28th.

The final budget is required to be adopted by the second Monday in August. A public hearing must be held and a special meeting convened for adoption of the final budget. A public hearing is also required on the property tax levy. The Truth in Taxation notice for the property tax levy was published in the West Valley View on June 2nd and June 9th. The property tax levy is required to be adopted by the third Monday in August, and is scheduled to come before Council for adoption on July 7th.

**DISCUSSION:**

The final budget for fiscal year 2014-2015 of \$178,984,760 has not changed in total from the tentative budget adopted on May 19, 2014. The total proposed tax rate for fiscal year 2014-2015 is \$1.7500 per one-hundred dollars of assessed valuation, which is a decrease from the prior year's rate of \$1.806. The formal budget document is included as well as the Fee Schedule for Council approval which includes fees and charges collected by City departments which are the basis for many of the revenue estimates included within the budget. Notice of proposed or increased taxes and fees was advertised as required by A.R.S. § 9-499-15 on the City's website for sixty days.

The final adopted budget for FY 2014-15 will be posted on the City's website within seven business days as required by A.R.S. §42-17103.

**RECOMMENDATION:**

Staff recommends the Mayor and Council hold a public hearing on the final budget and property tax levy for the 2014-2015 fiscal year.

**ATTACHMENTS:****Description**

[Tentative Budget Schedules](#)

[Fee Schedule](#)

**CITY OF AVONDALE**

**Summary Schedule of Estimated Revenues and Expenditures/Expenses**

**Fiscal Year 2015**

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2014	ACTUAL EXPENDITURES/ EXPENSES** 2014	FUND BALANCE/ NET POSITION *** July 1, 2014	PROPERTY TAX REVENUES 2015	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2015	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015		TOTAL FINANCIAL RESOURCES AVAILABLE 2015	BUDGETED EXPENDITURES/ EXPENSES 2015
						SOURCES:	<USES>:	IN:	<OUT>:		
1. General Fund	47,959,870	41,061,592	35,996,679	Primary: 2,546,900	50,557,120				11,448,760	89,100,699	50,376,840
2. Special Revenue	19,860,620	11,041,402	14,287,916		26,832,250			941,510	7,698,610	42,061,676	20,371,360
3. Debt Service Funds Available	14,272,340	14,272,340	5,177,267	Secondary: 3,413,500	532,620			6,602,000		15,752,387	10,031,800
4. Less: Designation for Future Debt Service											
5. Total Debt Service Funds	14,272,340	14,272,340	5,177,267	3,413,500	532,620			6,602,000	-	15,752,387	10,031,800
6. Capital Projects	48,082,460	12,894,164	20,181,222		10,616,420	25,000,000		11,573,700	302,000	67,509,424	54,480,430
7. Permanent Funds											
8. Enterprise Funds Available	39,594,840	32,221,989	56,713,858		30,150,640			4,107,590	3,957,590	91,093,927	38,821,230
9. Less: Designation for Future Debt Service											
10. Total Enterprise Funds	39,594,840	32,221,989	56,713,858	-	30,150,640			4,107,590	3,957,590	91,093,927	38,821,230
11. Internal Service	4,477,830	4,052,663	3,061,465		4,230,240			195,000	12,840	7,486,705	4,903,100
<b>Total All Funds</b>	<b>\$ 174,247,960</b>	<b>\$ 115,544,150</b>	<b>\$ 135,418,406</b>	<b>\$ 5,960,400</b>	<b>\$ 122,919,290</b>	<b>\$ 25,000,000</b>		<b>\$ 23,419,800</b>	<b>\$ 23,419,800</b>	<b>\$ 313,004,817</b>	<b>\$ 178,984,760</b>

**EXPENDITURE LIMITATION COMPARISON**

	2014	2015
<b>1. Budgeted expenditures/expenses</b>	<b>\$ 174,247,960</b>	<b>\$ 178,984,760</b>
<b>2. Add/subtract: estimated net reconciling items</b>		
<b>3. Budgeted expenditures/expenses adjusted for reconciling items</b>	<b>174,247,960</b>	<b>178,984,760</b>
<b>4. Less: estimated exclusions</b>		
<b>5. Amount subject to the expenditure limitation</b>	<b>\$ 174,247,960</b>	<b>\$ 178,984,760</b>
<b>6. EEC or voter-approved alternative expenditures limitation</b>	<b>\$ 174,247,960</b>	<b>\$ 178,984,760</b>

\*Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

\*\*Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

The detailed budget schedules are on file with the City Clerk's Office at 11465 W. Civic Center Drive, Avondale, Arizona 85323. Budget Schedules can also be viewed at <http://www.avondale.org>

Public Hearing on this budget and Property Tax Levy will be held on June 16th at 7 p.m. at the City of Avondale Civic Center, Council Chambers 11465 W. Civic Center Drive, Avondale, Arizona 85323

**City of Avondale**  
**Summary of Tax Levy and Tax Rate Information**  
**Fiscal Year 2015**

	<b>2013-14 Fiscal Year</b>	<b>2014-15 Fiscal Year</b>
	<u>                    </u>	<u>                    </u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 2,456,898	\$ 2,546,904
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary Property Taxes	2,456,890	2,546,900
B. Secondary Property Taxes	3,205,190	3,413,500
C. Total property tax levy amounts	\$ <u>5,662,080</u>	\$ <u>5,960,400</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) 2013-14 year's levy	2,504,472	
(2) Prior Years' Levies	14,366	
(3) Total primary property taxes	\$ <u>2,518,838</u>	
B. Secondary property taxes		
(1) 2013-14 year's levy	3,183,484	
(2) Prior Years' Levies	22,000	
(3) Total secondary property taxes	\$ <u>3,205,484</u>	
C. Total property taxes collected	\$ <u>5,724,322</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.7884</u>	<u>0.7766</u>
(2) Secondary property tax rate	<u>1.0176</u>	<u>0.9734</u>
(3) Total city/town tax rate	<u>1.8060</u>	<u>1.7500</u>
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating   0   special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2014-15**

SOURCE OF REVENUES	Estimated Revenues 2014	Actual Revenues* 2014	Estimated Revenues 2015
<b>General Fund</b>			
<b>Taxes</b>			
Local Sales Taxes	23,369,620	24,788,763	25,911,640
Franchise Taxes	1,099,880	1,050,019	1,050,020
Audit Assessments	201,380	280,460	280,450
In-Lieu Taxes	38,910	43,427	43,430
Prior Year Taxes	75,590	14,366	14,370
<b>Intergovernmental Revenues</b>			
State Urban Revenue Sharing	8,532,260	8,532,167	9,169,340
City's Share of St. Sales Tax	6,452,550	6,601,678	6,931,760
Auto Lieu Tax	2,495,250	2,613,887	2,695,700
IGAs Other Cities & Towns	80,200	73,878	73,880
State Grants	68,160	76,221	68,160
<b>Licenses and Permits</b>			
Building & Develop Permits	706,030	358,331	358,320
Licenses	280,170	278,162	286,500
Other Permits	34,860	29,993	29,980
Development Charges for Service	7,200	6,086	6,080
<b>Charges for Services</b>			
Recreation Charges for Service	826,010	323,369	806,090
Other Charges for Service	259,710	264,203	254,410
Development Charges for Service	243,030	151,039	151,040
Internal Service Charges	125,000	0	0
<b>Fines, Forfeitures and Penalties</b>			
Fines & Forfeitures	1,207,370	1,203,031	1,199,100
Other Fines	62,460	64,408	64,400
<b>Miscellaneous Revenue</b>			
Other Revenue	602,690	763,418	731,500
Interest	331,920	320,943	320,950
Donations	101,110	39,837	110,000
<b>Total General Fund</b>	<b>\$47,201,360</b>	<b>\$47,877,686</b>	<b>\$50,557,120</b>
<b>Special Revenue</b>			
<b>Highway User Revenue Fund</b>			
Highway User Fees (Gas Tax)	4,128,910	4,249,940	4,339,030
IGAs Other Cities & Towns	0	105,784	105,780
Other Revenue	8,690	2,010	2,010
Interest	3,290	1,163	1,160

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2014-15**

SOURCE OF REVENUES	Estimated Revenues 2014	Actual Revenues* 2014	Estimated Revenues 2015
<b>Social Service</b>			
Senior Nutrition	328,000	330,163	266,660
Community Action Program	91,260	97,910	97,910
<b>CDBG</b>			
CDBG	606,570	632,863	872,510
Federal Grants	241,100	241,100	0
<b>Other Grants</b>			
Home Grant	288,110	512,309	431,880
<b>0.5% Dedicated Sales Tax</b>			
0.5% Dedicated Sales Tax	5,779,200	6,140,353	6,408,510
<b>Public Safety Dedicated Sales Tax</b>			
Public Safety Dedicated Sales Tax	5,779,960	6,141,062	6,409,220
<b>Regional Family Advocacy</b>			
Regional Family Advocacy	719,250	664,049	856,330
<b>R.I.C.O. All Agencies</b>			
Co. R.I.C.O. w/Maricopa Atty	0	2,000	0
<b>NPDES Environmental Fund</b>			
Environmental Programs Fund	226,740	268,368	268,370
<b>Public Arts Fund</b>			
Public Arts Fund	50	50	50
<b>ARRA Fund</b>			
E.E.C.B.G Grant	0	1,661	0
<b>Transit Fund</b>			
Federal Grants	450,000	450,000	510,510
IGAs Other Cities & Towns	390,000	390,000	227,000
Local Transp. Assist.(Lottery)	0	0	224,180
Interest	2,010	2,010	2,010
<b>Other Grants</b>			
Non-Departmental	5,000,000	17	5,000,010
NSP Home Buyer Assistance Grant	318,720	1,638,920	350,810
First Things First	185,000	175,000	175,000
Fines & Forfeitures	104,510	104,510	106,610
Care 1st Resource Center	121,850	73,310	100,000
Gila River Indian Grant	0	54,932	54,930
APS Bill Assistance Grant	0	15,000	15,000
ACAA Utility Assistance Grant - General	0	4,735	4,730

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2014-15**

SOURCE OF REVENUES	Estimated Revenues 2014	Actual Revenues* 2014	Estimated Revenues 2015
<b>Other Grants</b>			
Victims' Activities - Privately Funded	1,160	4,747	1,160
Interest	360	434	440
ACAA Utility Assistance Grant-SRP	0	727	0
Police - Victims' Rights Program	0	12,900	0
Library Projects	0	8,111	0
GOHS - DUI Task Force	10,000	49,109	0
Edward Byrne Memorial JAG	0	24,702	0
ADOH	440,000	0	0
UASI GRANTS	0	83,814	0
AK-CHIN Indian Community Grant	0	78,500	0
Police--Bullet Proof Vests	0	6,518	0
Voca Crime Victim Advocate	48,000	0	0
Traffic Engineering	0	59,627	0
<b>Cemetery Maintenance</b>			
Cemetery Maintenance Fund	0	333	330
<b>Total Special Revenue</b>	<b>\$25,272,740</b>	<b>\$22,628,742</b>	<b>\$26,832,140</b>
<b>Debt Service</b>			
General Obligation Bonds	604,310	622,457	531,450
0.5% Dedicated Sales Tax	640	982	990
Hwy User's Bonds '85/91/98	130	130	130
Dysart Road M.D.C.	30	39	40
Park Issue	117,350	117,365	10
<b>Total Debt Service</b>	<b>\$722,460</b>	<b>\$740,973</b>	<b>\$532,620</b>
<b>Capital Projects</b>			
<b>Street Construction</b>			
IGA - Counties	4,700,000	0	3,600,000
IGA - Counties	0	0	2,800,000
Federal Grants	3,664,000	280,000	1,100,000
Development Fees	278,550	163,965	985,220
Interest	70,900	3,000	11,000
One-Time Cost Sharing	275,090	35,090	0
<b>Police Development</b>			
Development Fees	48,900	40,025	144,780
Interest	1,780	100	1,000
<b>Parkland</b>			
Development Fees	176,700	71,860	231,720

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2014-15**

SOURCE OF REVENUES	Estimated Revenues 2014	Actual Revenues* 2014	Estimated Revenues 2015
<b>Parkland</b>			
Interest	11,150	500	2,000
Donations	0	400,000	0
<b>Library Development</b>			
Development Fees	53,590	21,045	51,600
Interest	20	30	600
<b>One Time Capital</b>			
IGA - Counties	0	0	840,000
Federal Grants	0	0	409,290
Other Revenue	0	0	200,000
<b>Other Capital</b>			
Landscaping Landfill Remediation	26,420	26,420	26,420
<b>General Government Development</b>			
Development Fees	135,750	67,970	27,290
Interest	0	300	0
<b>Fire Dept. Development</b>			
Development Fees	141,450	67,750	176,170
Interest	10,010	500	2,000
<b>Vehicle Replacement</b>			
Interest	10,670	10,670	6,800
Sale of Assets	9,730	16,127	0
<b>Technology Replacement Fund</b>			
Interest	980	980	530
Sale of Assets	11,350	11,350	0
<b>Total Capital Projects</b>	<b>\$9,627,040</b>	<b>\$1,217,682</b>	<b>\$10,616,420</b>
<b>Trust &amp; Agency</b>			
<b>Volunteer Fireman's Pension</b>			
Interest	320	101	110
<b>Total Trust &amp; Agency</b>	<b>\$320</b>	<b>\$101</b>	<b>\$110</b>
<b>Enterprise</b>			
<b>Water Fund</b>			
Water Sales	11,766,040	11,367,301	12,064,170
Development Fees	1,045,650	373,200	1,913,210
Other Revenue	396,990	511,134	511,130
Interest	271,910	56,626	57,580
Meter Fees	9,870	20,434	20,440
Fines & Forfeitures	3,450	3,628	3,700

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2014-15**

SOURCE OF REVENUES	Estimated Revenues 2014	Actual Revenues* 2014	Estimated Revenues 2015
<b>Water Fund</b>			
Other Charges for Service	0	-7	0
<b>Wastewater Fund</b>			
Sewer Fees	7,405,100	7,921,875	8,097,310
Development Fees	823,950	358,160	2,010,540
Interest	128,880	55,228	56,220
Sewer Taps	2,790	10,132	10,130
Other Revenue	51,300	-17	0
<b>Sanitation Fund</b>			
Refuse Collection	4,969,200	5,186,745	5,350,130
Other Permits	59,490	37,100	37,100
Other Revenue	27,440	11,435	11,440
Interest	16,720	3,430	7,540
Sale of Assets	0	69,994	0
<b>Total Enterprise</b>	<b>\$26,978,780</b>	<b>\$25,986,398</b>	<b>\$30,150,640</b>
<b>Internal Service</b>			
<b>Printer - Copier Service</b>			
Internal Service Charges	225,700	198,753	224,810
Interest	390	390	390
<b>Risk Management</b>			
Internal Service Charges	1,781,260	1,781,260	1,796,410
Interest	3,970	3,970	3,970
Other Revenue	3,860	3,860	3,860
<b>Fleet Services Management</b>			
Internal Service Charges	2,150,000	2,177,423	2,199,990
Other Revenue	540	803	800
Interest	0	16	10
<b>Total Internal Service</b>	<b>\$4,165,720</b>	<b>\$4,166,475</b>	<b>\$4,230,240</b>
<b>Total All Funds</b>	<b>\$113,968,420</b>	<b>\$102,618,057</b>	<b>\$122,919,290</b>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2015**

FUND	Other Financing 2015		Interfund Transfers 2015	
	Sources	<Uses>	In	Out
<b>General Fund</b>				
General Fund	0		0	11,648,760
<b>Total General Fund</b>	<b>\$0</b>		<b>\$0</b>	<b>\$11,648,760</b>
<b>Special Revenue</b>				
CDBG	0		0	300,870
Environmental Programs Fund	0		0	1,270
Public Safety Dedicated Sales Tax	0		0	262,700
0.5% Dedicated Sales Tax	0		0	6,150,000
Regional Family Advocacy	0		215,800	33,270
Transit Fund	0		640,510	870
Other Grants	0		25,000	
Home Grant	0		35,200	
Highway User Revenue Fund	0		0	749,630
Public Arts Fund	0		25,000	
<b>Total Special Revenue</b>	<b>\$0</b>		<b>\$941,510</b>	<b>\$7,498,610</b>
<b>Debt Service</b>				
0.5% Dedicated Sales Tax	0		5,802,000	
Dysart Road M.D.C.	0		400,000	
Hwy User's Bonds '85/91/98	0		400,000	
<b>Total Debt Service</b>	<b>\$0</b>		<b>\$6,602,000</b>	
<b>Capital Projects</b>				
One Time Capital	0		2,900,000	
Street Construction	0		1,800,000	
Police Development	0		1,750,000	
Parkland	0		2,900,000	
Library Development	0		75,000	208,000
Improvement Districts	25,000,000		0	
Vehicle Replacement	0		1,376,150	
Equipment Replacement Fund	0		772,550	
Fire Dept. Development	0		0	94,000
<b>Total Capital Projects</b>	<b>\$25,000,000</b>		<b>\$11,573,700</b>	<b>\$302,000</b>
<b>Enterprise</b>				
Water Operations	0		0	2,951,360
Sewer Operations	0		0	242,740
Sewer Development	0		150,000	
Water Development	0		2,650,000	
Sanitation	0		0	763,490
Sanitation Development	0		50,000	
Water Equipment Replacement	0		301,360	
Sewer Equipment Replacement	0		242,740	

**CITY OF AVONDALE**  
**Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2015**

FUND	Other Financing 2015		Interfund Transfers 2015	
	Sources	<Uses>	In	Out
Sanitation Equipment Replacement	0		713,490	
<b>Total Enterprise</b>	<b>\$0</b>		<b>\$4,107,590</b>	<b>\$3,957,590</b>
<b>Internal Service</b>				
Fleet Services Fund	0		0	10,990
Risk Management Fund	0		195,000	1,850
<b>Total Internal Service</b>	<b>\$0</b>		<b>\$195,000</b>	<b>\$12,840</b>
<b>Total All Funds</b>	<b>\$25,000,000</b>		<b>\$23,419,800</b>	<b>\$23,419,800</b>

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses Within Each Fund Type**  
**Fiscal Year 2015**

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2014	Expenditure/ Expense Adjustments Approved 2014	Actual Expenditures/ Expenses* 2014	Budgeted Expenditures/ Expenses 2015
<b>General Fund</b>				
General Government	11,840,870	(267,265)	10,808,544	12,670,830
Public Safety	20,912,010	192,965	21,565,291	22,731,280
Health and Welfare	1,539,390	-	1,363,397	1,805,560
Economic and Community Development	4,749,370	186,656	3,283,117	5,086,420
Culture and Recreation	4,403,670	(39,600)	3,853,415	4,265,750
Contingency	3,700,000	(538,406)	0	3,000,000
Debt Principal	137,020	-	137,020	0
Interest on Debt	1,670	-	1,670	0
Capital Outlay	675,870	252,650	49,138	817,000
<b>Total General Fund</b>	<b>\$47,959,870</b>	<b>(\$213,000)</b>	<b>\$41,061,592</b>	<b>\$50,376,840</b>
<b>Special Revenue</b>				
Special Revenue	19,060,620	(96,295)	11,037,802	19,571,360
Contingency	795,000	(30,705)	0	795,000
<b>Total Special Revenue</b>	<b>\$19,855,620</b>	<b>(\$127,000)</b>	<b>\$11,037,802</b>	<b>\$20,366,360</b>
<b>Debt Service</b>				
Debt Service	14,272,340	-	14,272,340	10,031,800
<b>Total Debt Service</b>	<b>\$14,272,340</b>	<b>\$0</b>	<b>\$14,272,340</b>	<b>\$10,031,800</b>
<b>Capital Projects</b>				
Capital Projects	48,082,460	340,000	12,894,164	54,480,430
<b>Total Capital Projects</b>	<b>\$48,082,460</b>	<b>\$340,000</b>	<b>\$12,894,164</b>	<b>\$54,480,430</b>
<b>Trust &amp; Agency</b>				
Trust & Agency	5,000	-	3,600	5,000
<b>Total Trust &amp; Agency</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$3,600</b>	<b>\$5,000</b>
<b>Enterprise</b>				
Sanitation	3,799,450	-	3,771,308	3,964,040
Sanitation Equipment Replacement	1,672,000	-	1,650,383	1,237,000
Sewer Operations	7,175,860	-	6,883,315	6,752,420
Sewer Development	4,878,300	-	4,437,568	2,250,000
Sewer Equipment Replacement	224,500	-	20,385	656,200
Water Operations	10,335,930	250,000	9,037,387	10,781,370
Water Development	8,758,300	-	6,344,721	10,400,000
Water Equipment Replacement	250,500	-	76,922	280,200
Contingency	2,500,000	(250,000)	0	2,500,000
<b>Total Enterprise</b>	<b>\$39,594,840</b>	<b>\$0</b>	<b>\$32,221,989</b>	<b>\$38,821,230</b>
<b>Internal Service</b>				
Fleet Services Fund	2,090,870	21,290	2,049,239	2,188,790
Printer - Copier Service Fund	167,000	-	89,443	366,500
Risk Management Fund	1,919,960	-	1,913,981	1,797,810

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses Within Each Fund Type**  
**Fiscal Year 2015**

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2014	Expenditure/ Expense Adjustments Approved 2014	Actual Expenditures/ Expenses* 2014	Budgeted Expenditures/ Expenses 2015
Contingency	300,000	(21,290)	0	550,000
<b>Total Internal Service</b>	<b>\$4,477,830</b>	<b>\$0</b>	<b>\$4,052,663</b>	<b>\$4,903,100</b>
<b>Total All Funds</b>	<b>\$174,247,960</b>	<b>\$0</b>	<b>\$115,544,150</b>	<b>\$178,984,760</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2015**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2014	Expenditure/ Expense Adjustments Approved 2014	Actual Expenditures/ Expenses* 2014	Budgeted Expenditures/ Expenses 2015
<b>City Council</b>				
General Fund	244,670	-7,515	195,506	291,820
<b>Total City Council</b>	<b>\$244,670</b>	<b>(\$7,515)</b>	<b>\$195,506</b>	<b>\$291,820</b>
<b>City Administration</b>				
General Fund	1,587,870	0	1,374,452	1,681,430
<b>Total City Administration</b>	<b>\$1,587,870</b>	<b>\$0</b>	<b>\$1,374,452</b>	<b>\$1,681,430</b>
<b>Information Technology</b>				
General Fund	2,018,170	0	1,656,261	2,251,930
<b>Total Information Technology</b>	<b>\$2,018,170</b>	<b>\$0</b>	<b>\$1,656,261</b>	<b>\$2,251,930</b>
<b>Community Relations</b>				
Transit Fund	1,554,640	0	1,523,570	1,835,100
General Fund	1,026,820	-7,076	829,691	1,101,580
Public Arts Fund	122,290	0	0	147,290
ARRA Fund	0	1,661	0	0
Other Grants	25,000	0	0	0
<b>Total Community Relations</b>	<b>\$2,728,750</b>	<b>(\$5,415)</b>	<b>\$2,353,261</b>	<b>\$3,083,970</b>
<b>Non-Departmental</b>				
Other Grants	5,000,000	-917,327	0	5,000,000
General Fund	4,943,690	-582,518	1,276,355	4,142,670
Public Safety Dedicated Sales Tax	495,000	-30,705	4,450	683,490
Printer - Copier Service Fund	167,000	0	89,443	366,500
Highway User Revenue Fund	250,000	0	0	254,090
Cemetery Maintenance Fund	5,000	0	360	15,740
0.5% Dedicated Sales Tax	4,000	0	4,450	4,000
Water Operations	0	169,463	0	0
<b>Total Non-Departmental</b>	<b>\$10,864,690</b>	<b>(\$1,361,087)</b>	<b>\$1,375,058</b>	<b>\$10,466,490</b>
<b>Finance &amp; Budget</b>				
General Fund	1,832,400	-41,512	1,570,173	2,108,480
<b>Total Finance &amp; Budget</b>	<b>\$1,832,400</b>	<b>(\$41,512)</b>	<b>\$1,570,173</b>	<b>\$2,108,480</b>
<b>Human Resources</b>				
Risk Management Fund	2,169,960	0	1,913,981	2,297,810
General Fund	1,163,080	0	1,081,188	1,154,210
<b>Total Human Resources</b>	<b>\$3,333,040</b>	<b>\$0</b>	<b>\$2,995,169</b>	<b>\$3,452,020</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2015**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2014	Expenditure/ Expense Adjustments Approved 2014	Actual Expenditures/ Expenses* 2014	Budgeted Expenditures/ Expenses 2015
<b>Development &amp; Engineering Services</b>				
General Fund	2,898,450	0	2,255,315	3,074,840
Highway User Revenue Fund	1,961,310	0	1,581,317	2,140,760
Environmental Programs Fund	349,840	0	120,718	379,590
Other Grants	0	7,488	8,712	0
<b>Total Development &amp; Engineering Services</b>	<b>\$5,209,600</b>	<b>\$7,488</b>	<b>\$3,966,062</b>	<b>\$5,595,190</b>
<b>City Clerk</b>				
General Fund	511,670	0	473,822	581,720
<b>Total City Clerk</b>	<b>\$511,670</b>	<b>\$0</b>	<b>\$473,822</b>	<b>\$581,720</b>
<b>Police</b>				
General Fund	14,138,490	0	14,332,694	14,936,320
Public Safety Dedicated Sales Tax	2,955,360	0	2,523,557	3,244,350
Regional Family Advocacy	886,120	50,937	764,158	1,100,930
Other Grants	11,040	257,177	54,890	11,060
ARRA Fund	0	0	-6,429	0
Voca Crime Victim Advocate	60,070	0	2,560	0
<b>Total Police</b>	<b>\$18,051,080</b>	<b>\$308,114</b>	<b>\$17,671,430</b>	<b>\$19,292,660</b>
<b>City Court</b>				
General Fund	970,580	0	880,656	971,610
Court Payments	220,660	0	58,426	293,600
Public Safety Dedicated Sales Tax	217,990	18,580	226,317	256,770
<b>Total City Court</b>	<b>\$1,409,230</b>	<b>\$18,580</b>	<b>\$1,165,399</b>	<b>\$1,521,980</b>
<b>Fire</b>				
General Fund	7,303,520	238,965	7,232,597	8,342,960
Public Safety Dedicated Sales Tax	1,870,300	12,125	1,664,667	1,911,110
Volunteer Fireman's Pension	5,000	0	3,600	5,000
Other Grants	0	78,500	0	0
<b>Total Fire</b>	<b>\$9,178,820</b>	<b>\$329,590</b>	<b>\$8,900,864</b>	<b>\$10,259,070</b>
<b>Economic Development</b>				
General Fund	1,850,920	186,656	1,027,802	2,011,580
<b>Total Economic Development</b>	<b>\$1,850,920</b>	<b>\$186,656</b>	<b>\$1,027,802</b>	<b>\$2,011,580</b>
<b>Parks, Recreation &amp; Libraries</b>				
General Fund	5,839,230	0	5,514,370	5,885,570
Senior Nutrition	358,880	6,954	368,999	343,490

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2015**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2014	Expenditure/ Expense Adjustments Approved 2014	Actual Expenditures/ Expenses* 2014	Budgeted Expenditures/ Expenses 2015
<b>Parks, Recreation &amp; Libraries</b>				
Library Projects	0	8,000	4,830	0
Other Grants	0	17,160	0	0
<b>Total Parks, Recreation &amp; Libraries</b>	<b>\$6,198,110</b>	<b>\$32,114</b>	<b>\$5,888,199</b>	<b>\$6,229,060</b>
<b>Neighborhood &amp; Family Services</b>				
General Fund	1,513,690	0	1,324,217	1,725,850
CDBG	606,700	0	225,841	447,900
Other Grants	1,065,570	-109,796	456,321	385,440
Home Grant	321,660	509,700	16,416	342,680
Community Action Program	135,360	-37,454	93,109	109,980
<b>Total Neighborhood &amp; Family Services</b>	<b>\$3,642,980</b>	<b>\$362,450</b>	<b>\$2,115,904</b>	<b>\$3,011,850</b>
<b>Public Works</b>				
Water Operations	11,335,930	-169,463	9,037,387	11,781,370
Water Development	8,758,300	0	6,344,721	10,400,000
Sewer Operations	8,175,860	0	6,883,315	7,752,420
Sanitation	4,299,450	0	3,771,308	4,464,040
Sewer Development	4,878,300	0	4,437,568	2,250,000
Fleet Services Fund	2,140,870	0	2,049,239	2,238,790
Highway User Revenue Fund	1,378,830	0	1,340,563	1,458,990
Sanitation Equipment Replacement	1,672,000	0	1,650,383	1,237,000
Sewer Equipment Replacement	224,500	0	20,385	656,200
Water Equipment Replacement	250,500	0	76,922	280,200
General Fund	116,620	0	36,493	114,270
<b>Total Public Works</b>	<b>\$43,231,160</b>	<b>(\$169,463)</b>	<b>\$35,648,284</b>	<b>\$42,633,280</b>
<b>Debt Service</b>				
0.5% Dedicated Sales Tax	5,753,780	0	5,753,780	5,513,190
General Obligation Bonds	4,895,550	0	4,895,550	3,910,230
Hwy User's Bonds '85/91/98	415,460	0	415,460	411,970
Dysart Road M.D.C.	196,600	0	196,600	196,410
Park Issue	3,010,950	0	3,010,950	0
<b>Total Debt Service</b>	<b>\$14,272,340</b>	<b>\$0</b>	<b>\$14,272,340</b>	<b>\$10,031,800</b>
<b>Capital Projects</b>				
Improvement Districts	25,000,000	0	0	25,000,000
Street Construction	14,109,680	0	5,947,770	13,313,850

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2015**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2014	Expenditure/ Expense Adjustments Approved 2014	Actual Expenditures/ Expenses* 2014	Budgeted Expenditures/ Expenses 2015
<b>Capital Projects</b>				
One Time Capital	0	0	0	4,328,040
Parkland	1,078,300	0	428,394	3,711,000
Vehicle Replacement	1,814,020	340,000	964,505	2,605,000
Police Development	847,960	0	467,183	2,330,430
Street Drainage	0	0	0	2,219,000
Equipment Replacement Fund	454,900	0	452,592	709,330
Fire Dept. Development	2,192,160	0	2,148,280	163,780
City Center	2,585,440	0	2,485,440	100,000
<b>Total Capital Projects</b>	<b>\$48,082,460</b>	<b>\$340,000</b>	<b>\$12,894,164</b>	<b>\$54,480,430</b>
<b>Total All Funds</b>	<b>\$174,247,960</b>	<b>\$0</b>	<b>\$115,544,150</b>	<b>\$178,984,760</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2015**

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
General Fund	341.95	23,379,030	3,327,910	2,633,810	3,190,020	32,530,770
<b>Total</b>	<b>341.95</b>	<b>\$23,379,030</b>	<b>\$3,327,910</b>	<b>\$2,633,810</b>	<b>\$3,190,020</b>	<b>\$32,530,770</b>
<b>Special Revenue</b>						
Highway User Revenue Fund	17.00	960,290	115,720	137,640	197,160	1,410,810
Senior Nutrition	4.50	149,980	17,440	19,390	14,980	201,790
Community Action Program	2.00	74,240	8,610	18,090	6,560	107,500
Home Grant		114,940	-	-	-	114,940
Other Grants		81,140	1,210	-	9,850	92,200
Transit Fund	1.00	78,640	9,120	9,280	6,790	103,830
Court Payments	0.80	77,190	8,930	11,870	6,860	104,850
Regional Family Advocacy	5.00	315,130	36,520	37,730	27,230	416,610
Public Safety Dedicated Sales Tax	48.00	3,096,920	526,750	365,040	595,480	4,584,190
CDBG	1.00	116,620	9,100	8,430	7,550	141,700
Environmental Programs Fund	1.00	82,470	9,570	8,730	7,150	107,920
<b>Total Special Revenue</b>	<b>80.30</b>	<b>\$5,147,560</b>	<b>\$742,970</b>	<b>\$616,200</b>	<b>\$879,610</b>	<b>\$7,386,340</b>
<b>Enterprise</b>						
Water Operations	33.14	1,938,620	230,760	213,870	267,750	2,651,000
Sewer Operations	21.11	1,223,400	144,540	141,470	159,840	1,669,250
Sanitation	18.00	933,250	115,840	136,350	202,630	1,388,070
<b>Total Enterprise</b>	<b>72.25</b>	<b>\$4,095,270</b>	<b>\$491,140</b>	<b>\$491,690</b>	<b>\$630,220</b>	<b>\$5,708,320</b>
<b>Internal Service</b>						
Risk Management Fund	2.00	158,820	18,410	13,440	13,870	204,540
Fleet Services Fund	6.00	347,950	40,810	46,870	42,660	478,290
<b>Total Internal Service</b>	<b>8.00</b>	<b>\$506,770</b>	<b>\$59,220</b>	<b>\$60,310</b>	<b>\$56,530</b>	<b>\$682,830</b>
<b>Total All Funds</b>	<b>502.50</b>	<b>\$33,128,630</b>	<b>\$4,621,240</b>	<b>\$3,802,010</b>	<b>\$4,756,380</b>	<b>\$46,308,260</b>

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>General Fees</b>			
<b>Fee</b>			
All Users	Certification of Documents	\$5.00	Per Packet
All Users	Flash/Thumb Drive	\$5.00 - \$25.00	Each/Per Size
All Users	Self Service Copy Machine	\$0.25 - \$1.00	Per Page
All Users	Web/Phone Payment Processing Fee	\$1.50	Per Transaction
All Users	Annexation	\$4,000.00	Deposit
All Users	Copies	\$0.25	Per Page
All Users	Copies - Color	\$1.25	Per Page
All Users	Copies - Information CD	\$5.00	Each
All Users	Fire Records Report	\$5.00	Per Report
All Users	Notary	\$2.00	Per Signature
All Users	NSF Check Fee	\$25.00	Each
All Users	Recording - General Documents, Governmental Agencies	\$7.00	Per Recording
All Users	Recording - Maps and Plats, Governmental Agencies, first sheet	\$14.00	Per Recording
All Users	Recording - Maps and Plats, Governmental Agencies, for each sheet after the first	\$10.00	Per Sheet
All Users	Recording - General Documents, Governmental Agencies, for each page over 5	\$0.50	Per Page
<b>Passport Fee</b>			
All Users	Passport Application Processing	\$25.00	Per Application
All Users	Passport Photo Fees	\$13.00	Each
<b>Recreation</b>			
All Users	Facility Rental	\$100.00	Deposit
Non-Resident	Facility Rental - Non Resident	\$30.00	Per Hour
Resident	Facility Rental	\$25.00	Per Hour
<b>Licenses Fees</b>			
<b>License</b>			
All Users	Business License	\$25.00	Processing
All Users	Business License	\$40.00	Annual
All Users	Special Event Business	\$15.00	Per Day
All Users	Sexually Oriented Business Application fee	\$250.00	Per License

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Licenses Fees</b>			
<b>License</b>			
All Users	Sexually Oriented Business Annual Fee	\$600.00	Per License
All Users	Sexually Oriented Business Employee Application Fee	\$100.00	Per License
All Users	Sexually Oriented Business Employee Annual Fee	\$200.00	Per License
All Users	Background Check Fee for Peddlers and SOB Licenses	\$24.00	Per License
<b>Liquor License</b>			
All Users	Liquor License Application Fee (All Series)	\$250.00	Per License
All Users	Liquor License Issuance Fee (All Series)	\$500.00	Per License
All Users	Liquor License Annual Fee - Series 1 (In State Producer)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 3 (Microbrewery)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 6 (Bar)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 7 (Beer and Wine Bar)	\$400.00	Per License
All Users	Liquor License Annual Fee - Series 9 (Liquor Store)	\$400.00	Per License
All Users	Liquor License Annual Fee - Series 10 (Beer and Wine Store)	\$200.00	Per License
All Users	Liquor License Annual Fee - Series 11 (Hotel/Motel)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 12 (Restaurant)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 13 (Domestic Farm Winery)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 14 (Private Club)	\$200.00	Per License
All Users	Special Event Liquor License	\$25.00	Per Day
<b>Planning/Permitting</b>			
<b>Administrative</b>			
All Users	Medical Marijuana Dispensary and Cultivation Permit	\$460.00	Each
All Users	Zoning Verification Letter	\$130.00	Each
All Users	Zoning Interpretation Letter	\$180.00	Each
All Users	Manufactured/Modular Building	\$75.00	Each

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Planning/Permitting</b>			
<b>Administrative</b>			
All Users	Seasonal Sales Permit	\$180.00	Per Permit
All Users	Administrative Relief (Residential)	\$205.00	Each
All Users	Administrative Relief (Commercial)	\$460.00	Each
All Users	Appeals	\$305.00	Each
<b>Conditional Use Permit</b>			
All Users	Conditional Use Permit	\$1,250.00	Per Permit
All Users	CUP Unauthorized Use	\$2,500.00	Each
All Users	CUP Extension		50% of current fee
<b>General Plan &amp; Specific Plan</b>			
All Users	Major Text Amendment	\$1,025.00	Each
All Users	Minor Text Amendment	\$890.00	Each
All Users	Major Map Amendment	\$1,025.00	Each
All Users	Major Map Amendment	\$65.00	Per Acre
All Users	Minor Map Amendment	\$890.00	Each
All Users	Minor Map Amendment	\$55.00	Per Acre
<b>Miscellaneous</b>			
All Users	4th Plan Review		50% of First Review Fee
All Users	Development Agreement	\$510.00	Each
All Users	Applicant Initiated Continuance	\$510.00	Each
All Users	Copies - Full Size (24" x 36")	\$3.00	Per Page
All Users	Copies (8.5" x 11")	\$0.25	Per Page
All Users	Planner Consultation	\$45.00	Per Hour
<b>Plat/Subdivision/Land Division</b>			
All Users	Formation of Maintenance Improvement District	\$15.00	Per Lot
All Users	Preliminary Plat	\$1,785.00	Each
All Users	Preliminary Plat	\$9.00	Per Lot
All Users	Preliminary Plat Extension		50% of current fee
All Users	Preliminary Plat Amendment		50% of current fee
All Users	Final Plat	\$995.00	Each
All Users	Final Plat	\$9.00	Per Lot
All Users	Final Plat Amendment/Replat		50% of current fee
All Users	Minor Land Division	\$460.00	Each

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Planning/Permitting</b>			
<b>Plat/Subdivision/Land Division</b>			
All Users	Map of Dedication	\$360.00	Each
All Users	Single Family House Product Plan Review	\$25.00	Per Lot
<b>Pre-Application Meeting</b>			
All Users	Planner Pre-Application Meeting	\$150.00	Each
All Users	Team Pre-Application Meeting	\$300.00	Each
All Users	Planner Consultation	\$45.00	Per Hour
<b>Public Notification Fees</b>			
All Users	Required Publications		Current WVW Rate Provided by Applicant
All Users	Required Postings		Provided by Applicant
All Users	Required Property Owner Notifications		Provided by Applicant
<b>Publication</b>			
All Users	As-Builts	\$3.00	Per Sheet
All Users	As-Builts	\$5.00	Per Disc
All Users	Zoning Ordinance	\$30.00	Each
All Users	Subdivision Ordinance	\$10.00	Each
All Users	General Plan	\$30.00	Each
All Users	General Plan Map	\$10.00	Each
All Users	Specific Area Plans/Other Plans	\$20.00	Each
All Users	Zoning Atlas	\$10.00	Each
All Users	Development Progress Map	\$20.00	Each
All Users	Design Manuals	\$20.00	Each
All Users	Design Manual CD	\$10.00	Each
All Users	General Engineering Requirements	\$25.00	Each
All Users	MAG Supplemental	\$30.00	Each
All Users	Documents placed on CD	\$5.00	Each
<b>Rezoning</b>			
All Users	Historic Avondale Infill Overlay District	\$500.00	Each
All Users	MSED District	\$1,785.00	Each
All Users	MSED District	\$70.00	Per Acre
All Users	Rezoning - Single Family	\$1,070.00	Each
All Users	Rezoning - Single Family	\$55.00	Per Acre
All Users	Rezoning - Multi-family	\$1,070.00	Each
All Users	Rezoning - Multi-family	\$70.00	Per Acre

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Planning/Permitting</b>			
<b>Rezoning</b>			
All Users	Rezoning - Non Residential	\$1,425.00	Each
All Users	Rezoning - Non Residential	\$70.00	Per Acre
All Users	Rezoning PAD (Commercial/Residential)	\$1,785.00	Each
All Users	Rezoning PAD (Commercial/Residential)	\$70.00	Per Acre
All Users	Rezoning CC (City Center)	\$1,785.00	Each
All Users	Rezoning CC (City Center)	\$70.00	Per Acre
All Users	Zoning Ordinance Text Amendment	\$890.00	Each
All Users	Overlay District	\$1,250.00	Each
All Users	Overlay District	\$70.00	Per Acre
All Users	Overlay District Extension		50% of current fee
All Users	PAD Extension or Amendment		50% of current fee
<b>Sign Review</b>			
All Users	Permanent Sign (Plan Review Fee + s.f. cost)	\$30.00	Each
All Users	Permanent Sign (Electrical; Per Sign)	\$40.00	Each
All Users	Permanent Sign (Unauthorized Installation)		Double Applicable Fee
All Users	Temporary Sign	\$30.00	Each
All Users	Square Foot Cost: 0-31 s.f.	\$70.00	Each
All Users	Square Foot Cost: 32-47 s.f.	\$100.00	Each
All Users	Square Foot Cost: 48+ s.f.	\$155.00	Each
All Users	Comprehensive Sign Package	\$510.00	Each
<b>Site Plan/Design Review</b>			
All Users	Site Plan/Design Review	\$1,375.00	Each
All Users	Site Plan/Design Review	\$50.00	Per Acre
All Users	Site Plan/DR Amendment/Extension		50% of current fee
All Users	Design Review Waiver	\$75.00	Each
<b>Variance</b>			
All Users	Variance - Residential	\$205.00	Each
All Users	Variance - Non Residential	\$1,070.00	Each
All Users	Un-authorized Construction/Installation		Double plan fee

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Building Fees</b>			
<b>Administrative</b>			
All Users	Replication of Plans (when legally authorized)	\$50.00	Plus Actual Replication Costs
<b>Building Permit</b>			
All Users	Tier A - Total Valuation \$1.00 to \$500	\$50.00	Per Permit
All Users	Tier B - Total Valuation \$501.00 to \$2,000.00 (Includes Tier A)	\$5.00	For each additional \$100.00 or fraction thereof, to and including \$2,000.00
All Users	Tier C - Total Valuation \$2,001.00 to \$25,000.00 (Includes Tiers A & B)	\$14.00	For each additional \$1000.00 or fraction thereof, to and including \$25,000.00
All Users	Tier D - Total Valuation \$25,001.00 to \$50,000.00 (Includes Tiers A, B & C)	\$14.00	For each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
All Users	Tier E - Total Valuation \$50,001.00 to \$100,000.00 (Includes Tiers A, B, C & D)	\$9.00	For each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
All Users	Tier F - Total Valuation \$100,001.00 to \$500,000.00 (Includes Tiers A, B, C, D & E)	\$8.00	For each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
All Users	Tier G - Total Valuation \$500,001.00 to \$1,000,000.00 (Includes Tiers A, B, C, D, E & F)	\$7.00	For each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
All Users	Tier H - Total Valuation \$1,000,000.00 and up (Includes Tiers A, B, C, D, E, F & G)	\$5.00	For each additional \$1,000.00 or fraction thereof
<b>Building Plan Review</b>			
All Users	Additional Reviews as Required	\$100.00	Per Hour
All Users	Annual Renewal of Standard House Plans	\$100.00	Each
All Users	Annual Renewal of Standard Pool Plans	\$50.00	Each
All Users	Building Review Fee		65% of building permit Fee
All Users	Model Home Complex Site Plan Review	\$205.00	Each

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Building Fees</b>			
<b>Building Plan Review</b>			
All Users	Review of Deferred Submittals (outside consultants)		Actual Cost
All Users	Review of Deferred Submittals (submitted after initial plan review) In-house	\$180.00	Per Submittal
All Users	Site Plan Review - Model Home Complex Site	\$205.00	Each
All Users	Site Plan Review (or Revision) for Residential Standard Plan	\$50.00	Each
All Users	Temporary Sales Trailers - Plan Review	\$100.00	Each
All Users	Temporary Trailers - Plan Review	\$100.00	Each
<b>Inspection</b>			
All Users	Appliance/Piece of Equipment Regulated by the Plumbing Code, not classed in any other category	\$40.00	Each
All Users	Certificate of Completion for Commercial Shell Buildings	\$100.00	Each
All Users	Certificate of Occupancy for Commercial Buildings	\$100.00	Each
All Users	Certificate of Occupancy for Commercial Tennant Improvement	\$50.00	Each
All Users	Certificate of Occupancy for Residential	\$50.00	Each
All Users	Expedited Plan Review		Double Plan Review Fee
All Users	For Use of Outside Consultants for Inspections		Actual Costs
All Users	Industrial Waste Pretreatment Interceptor/Trap (Except kitchen-type grease interceptor functioning as a fixture trap)	\$20.00	Each
All Users	Inspections Outside of Normal Business Hours (min. charge - 4 hours)	\$100.00	Per Hour
All Users	Landscape Inspection Fee	\$100.00	Each
All Users	Rainwater Systems (inside building)	\$10.00	Per Drain
All Users	Re-inspection Fees	\$100.00	Per Hour
All Users	Request for Certificate of Occupancy for Change of Use Group	\$50.00	Each
All Users	Work Commenced Without Permit		Fees Doubled

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Building Fees</b>			
<b>Mechanical Permit</b>			
All Users	HVAC/Heating, Venting, and Air Conditioning - Other Than Residential Single-Family (per unit with duct work), each	\$80.00	Per Unit
All Users	HVAC/Heating, Venting, and Air Conditioning - Other Than Residential Single-Family (per unit without ductwork), each	\$50.00	Per Unit
All Users	HVAC/Heating, Venting, and Air Conditioning - Residential, Single Family, Multifamily/hotel/motel	\$40.00	Per Unit or Room
<b>Permits</b>			
All Users	Building Demolition - Accessory Structure	\$25.00	Each
All Users	Building Demolition - Single-Family Residence and Other Structures	\$100.00	Each
All Users	Swimming Pools/Spas - Above Ground	\$50.00	Each
All Users	Swimming Pools/Spas - In-Ground	\$510.00	Each
All Users	Swimming Pools/Spas - Pool with Spa	\$560.00	Each
All Users	Swimming Pools/Spas - Spa or Hot Tub	\$50.00	Each
All Users	Temporary Sales Trailers - Building Permit	\$205.00	Each
All Users	Temporary Trailers - Building Permit	\$205.00	Each
All Users	Temporary Trailers - Generator	\$40.00	Each
All Users	Electrical Permit Fee	\$40.00	Per Permit
All Users	Electrical Permit Fee - Generator, Each	\$40.00	Per Permit
All Users	Electrical Permit Fee - For services of 600 volts or less and not over 200 amperes in rating	\$40.00	Per Permit
All Users	Electrical Permit Fee - For services of 600 volts or less and over 200 amperes in rating	\$80.00	Per Permit
All Users	Electrical Permit Fee - For services over 600 volts or over 1,000 amperes in rating	\$205.00	Per Permit
All Users	Electrical Permit Fee - Multi-Family and Hotels/Motels	\$40.00	Per Unit or Room
All Users	Electrical Permit Fee - Temporary Power Pole and Service	\$40.00	Per Permit
All Users	Mechanical Permit Fee	\$40.00	Per Permit

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Building Fees</b>			
<b>Permits</b>			
All Users	Mechanical Permit Fee - Air Conditioning - Residential Single-Family (with or without duct work including associated electrical work)	\$40.00	Per Unit
All Users	Mechanical Permit Fee - Air Conditioning - Other than Residential Single-Family (with duct work)	\$80.00	Per Unit
All Users	Mechanical Permit Fee - Air Conditioning - Other than Residential Single-Family (without duct work)	\$50.00	Per Unit
All Users	Mechanical Permit Fee - Multi-Family and Hotels/Motels	\$40.00	Per Unit or Room
All Users	Plumbing Permit Fee	\$40.00	Per Permit
All Users	Plumbing Permit Fee - Miscellaneous - Appliance or piece of equipment regulated by the Plumbing Code but not classed in any other categories or for which no other fee is listed	\$40.00	Each
All Users	Plumbing Permit Fee - Multi-Family and Hotels/Motels	\$40.00	Per Unit or Room
All Users	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors	\$25.00	Per Unit
All Users	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Industrial waste pretreatment interceptor	\$20.00	Each
All Users	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Private Sewage Disposal System	\$75.00	Per Unit
All Users	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Rainwater Systems	\$10.00	Per Drain
<b>Plumbing Permit</b>			
All Users	Multi-family or Hotels/Motels	\$40.00	Each
All Users	Plumbing Permit (except Multi-family/hotels/motels), each	\$40.00	Each
<b>Submittal Fees</b>			
All Users	Commercial - 10,001 - 20,000 Square Feet	\$2,850.00	Each
All Users	Commercial - 20,001 SF and Up	\$5,100.00	Each
All Users	Commercial - Up to 10,000 Square Feet	\$1,630.00	Each

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Building Fees</b>			
<b>Submittal Fees</b>			
All Users	Single Family Dwelling	\$460.00	Per Plan
All Users	Tenant Improvement - 10,001 SF and Up	\$1,425.00	Each
All Users	Tenant Improvement - Up to 10,000 Square Feet	\$255.00	Each
<b>Development Fees (Effective 8/2/2014)</b>			
<b>Development Fee - Fire Facilities</b>			
All Users	Residential - Single Unit	\$607.00	Per Dwelling Unit
All Users	Residential - 2+ Unit	\$501.00	Per Dwelling Unit
All Users	Nonresidential - Commercial	\$0.62	Per Square Foot
All Users	Nonresidential - Office	\$0.18	Per Square Foot
All Users	Nonresidential - Industrial	\$0.10	Per Square Foot
<b>Development Fee - General Government</b>			
All Users	Residential - Single Unit	\$357.00	Per Dwelling Unit
All Users	Residential - 2+ Unit	\$295.00	Per Dwelling Unit
All Users	Nonresidential - Commercial	\$0.37	Per Square Foot
All Users	Nonresidential - Office	\$0.10	Per Square Foot
All Users	Nonresidential - Industrial	\$0.06	Per Square Foot
<b>Development Fee - Library Facilities</b>			
All Users	Residential - Single Unit	\$179.00	Per Dwelling Unit
All Users	Residential - 2+ Unit	\$148.00	Per Dwelling Unit
All Users	Nonresidential - Commercial	\$0.18	Per Square Foot
All Users	Nonresidential - Office	\$0.05	Per Square Foot
All Users	Nonresidential - Industrial	\$0.03	Per Square Foot
<b>Development Fee - Parks and Recreation Facilities</b>			
All Users	Residential - Single Unit	\$796.00	Per Dwelling Unit
All Users	Residential - 2+ Unit	\$658.00	Per Dwelling Unit
All Users	Nonresidential - Commercial	\$0.82	Per Square Foot
All Users	Nonresidential - Office	\$0.24	Per Square Foot
All Users	Nonresidential - Industrial	\$0.13	Per Square Foot
<b>Development Fee - Sewer Facilities</b>			
All Users	Residential	\$7,673.00	Per Dwelling Unit
All Users	Displacement - 1.00 Capacity Ratio	\$7,673.00	Per .75 Inch Meter
All Users	Displacement - 1.70 Capacity Ratio	\$12,814.00	Per 1.00 Inch Meter

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Development Fees (Effective 8/2/2014)</b>			
<b>Development Fee - Sewer Facilities</b>			
All Users	Displacement - 3.30 Capacity Ratio	\$25,551.00	Per 1.50 Inch Meter
All Users	Displacement - 5.30 Capacity Ratio	\$40,898.00	Per 2.00 Inch Meter
All Users	Compound - 11.00 Capacity Ratio	\$81,873.00	Per 3.00 Inch Meter
All Users	Compound - 17.00 Capacity Ratio	\$127,912.00	Per 4.00 Inch Meter
All Users	Compound - >17.00 Capacity Ratio	\$255,748.00	Per 6.00 Inch Meter
<b>Development Fee - Transportation Facilities</b>			
All Users	Residential - Single Unit	\$2,945.00	Per Dwelling Unit
All Users	Residential - 2+ Unit	\$2,058.00	Per Dwelling Unit
All Users	Nonresidential - Commercial	\$3.66	Per Square Foot
All Users	Nonresidential - Office	\$1.58	Per Square Foot
All Users	Nonresidential - Industrial	\$1.00	Per Square Foot
<b>Development Fee - Water Facilities</b>			
All Users	Residential	\$4,651.00	Per Dwelling Unit
All Users	Displacement - 1.00 Capacity Ratio	\$4,651.00	Per .75 Inch Meter
All Users	Displacement - 1.70 Capacity Ratio	\$7,767.00	Per 1.00 Inch Meter
All Users	Displacement - 3.30 Capacity Ratio	\$15,488.00	Per 1.50 Inch Meter
All Users	Displacement - 5.30 Capacity Ratio	\$24,790.00	Per 2.00 Inch Meter
All Users	Compound - 11.00 Capacity Ratio	\$49,627.00	Per 3.00 Inch Meter
All Users	Compound - 17.00 Capacity Ratio	\$77,533.00	Per 4.00 Inch Meter
All Users	Compound - >17.00 Capacity Ratio	\$155,021.00	Per 6.00 Inch Meter
<b>Fire Fees</b>			
<b>Fire Plan Review</b>			
All Users	Administrative Fee	\$50.00	Per Occurrence
All Users	Outsource Review Fee		Actual Cost Per Review
All Users	Plan Review Fee	\$100.00	Per Hour
All Users	Submittal Fee	\$200.00	Per Permit
All Users	Other Fire Code - Expedited plan review (based on staff availability)		Double Review Fee
All Users	Other Fire Code - Revision to previously reviewed plan (one hour minimum)	\$100.00	Per Hour
All Users	Other Fire Code - Fire Marshal review of alternative materials and methods request(one hour minimum)	\$100.00	Per Hour

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Fire Fees</b>			
<b>Fire Plan Review</b>			
All Users	Other Fire Code - Fire Marshal review of technical assistance request (one hour minimum)	\$100.00	Per Hour
All Users	Other Fire Code - Fire Marshal Review of Code Modification request	\$100.00	Per Hour
<b>Inspection</b>			
All Users	Fee to conduct inspection for facilities licensed by the State of Arizona	\$100.00	Per Inspection
All Users	Stop Work Order Inspection	\$250.00	Per Occurance
All Users	Other Fire Code - After hours inspections (four hour minimum)	\$100.00	Per Hour
All Users	Other Fire Code - Standby personnel (two hour minimum) (OT \$75.00hr)	\$50.00	Per Hour
All Users	Other Fire Code - Standby personnel (Overtime)	\$75.00	Per Overtime Hour
All Users	Other Fire Code - Re-inspection fee (fee doubles each occurrence per job)	\$100.00	Per Permit
All Users	Other Fire Code - Additional Inspections (two hour minimum)	\$50.00	Per Hour
<b>Permits</b>			
	Temporary Use and Operational - Temporary fire protection water supply (maximum 120 days)	\$200.00	Per Permit
All Users	Annual fee for fire protection equipment contractor permit to do business in the City of Avondale	\$75.00	Per Permit
All Users	Annual fee to store, transport on-site, dispense, use or handle hazardous materials in T105.6.21	\$300.00	Per Permit
All Users	Temporary Use and Operational - Amusement Building - 30 Days	\$200.00	Per Permit
All Users	Temporary Use and Operational - Blasting site operations (each 30 day period)	\$250.00	Per Permit
All Users	Temporary Use and Operational - Carnival, Fair, Circus, Haunt or other Public Special Event - 30 Days	\$200.00	Per Permit
All Users	Temporary Use and Operational - Consumer Fireworks retail sales - 30 Days	\$300.00	Per Permit

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Fire Fees</b>			
<b>Permits</b>			
All Users	Temporary Use and Operational - Each additional tent, canopy, or membrane structure	\$100.00	Per Permit
All Users	Temporary Use and Operational - Exhibits and Trade Show	\$100.00	Per Permit
All Users	Temporary Use and Operational - Fireworks Display - each new location	\$300.00	Per Permit
All Users	Temporary Use and Operational - Fireworks Display - repeat location previously approved	\$200.00	Per Permit
All Users	Temporary Use and Operational - Flame Effects	\$250.00	Per Permit
All Users	Temporary Use and Operational - Fuel Tank & Dispensing	\$100.00	Per Permit
All Users	Temporary Use and Operational - LP Gas - Construction site use of containers over 100 lbs.	\$100.00	Per Permit
All Users	Temporary Use and Operational - LP Gas - public special event use of containers over 40 lbs.	\$50.00	Per Permit
All Users	Temporary Use and Operational - Motor Vehicle Fueling from Tank Vehicles	\$200.00	Per Permit
All Users	Temporary Use and Operational - Open burning or bon fires	\$50.00	Per Permit
All Users	Temporary Use and Operational - Pyrotechnics Display	\$250.00	Per Permit
All Users	Temporary Use and Operational - Single tent, canopy or membrane structure installation	\$200.00	Per Permit
All Users	Temporary Use and Operational - Temporary fire apparatus access road (maximum 120 days)	\$1,000.00	Per Permit
All Users	Temporary Use and Operational - Consumer Fireworks Wholesale Distribution and/or Storage - 30 Days	\$900.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation under 5,000 sq.ft.	\$300.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation 5,001 - 10,000 sq. ft.	\$400.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation 10,001 - 50,000 sq.ft.	\$600.00	Per Permit

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Fire Fees</b>			
<b>Permits</b>			
All Users	Fire Alarm & Detection System - New Installation 50,001 - 100,000 sq. ft.	\$900.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation 100,001 - 150,000 sq.ft.	\$1,200.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation over 150,000 sq. ft.	\$1,500.00	Per Permit
All Users	Fire Alarm & Detection System - Modification (including TI), 1-5 devices	\$100.00	Per Permit
All Users	Fire Alarm & Detection System - Modification (including TI), 6-20 devices	\$200.00	Per Permit
All Users	Fire Alarm & Detection System - Modification (including TI), 21-50 devices	\$400.00	Per Permit
All Users	Fire Alarm & Detection System - Modification (including TI), over 50 devices	\$500.00	Per Permit
All Users	Fire Alarm & Detection System - Modification, new fire alarm control panel	\$150.00	Per Permit
All Users	Fire Alarm & Detection System - Modification, connection to access-controlled egress doors or delayed egress locks	\$150.00	Per Permit
All Users	Automatic Fire Sprinkler System - New installation under 10,000 sq. ft.	\$300.00	Per Permit
All Users	Automatic Fire Sprinkler System - New installation 10,001 - 52,000 sq. ft.	\$400.00	Per Permit
All Users	Automatic Fire Sprinkler System - New installation 52,001 - 104,000 sq. ft.	\$800.00	Per Permit
All Users	Automatic Fire Sprinkler System - New installation over 104,001 sq. ft.	\$1,200.00	Per Permit
All Users	Automatic Fire Sprinkler System - Modification (including TI), 1 - 20 sprinklers	\$100.00	Per Permit
All Users	Automatic Fire Sprinkler System - Modification (including TI), 21 - 100 sprinklers	\$200.00	Per Permit
All Users	Automatic Fire Sprinkler System - Modification (including TI), 101 - 500 sprinklers	\$300.00	Per Permit
All Users	Automatic Fire Sprinkler System - Modification (including TI), over 500 sprinklers	\$400.00	Per Permit

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Fire Fees</b>			
<b>Permits</b>			
All Users	Automatic Fire Sprinkler System - 13 D Residential - New installation or modification	\$100.00	Per Permit
All Users	Alternative Fire-Extinguishing System - New installation: water, foam, CO2, clean agent, halon, chemical, etc.	\$200.00	Per Permit
All Users	Alternative Fire-Extinguishing System - New installation commercial cooking - single system	\$150.00	Per Permit
All Users	Alternative Fire-Extinguishing System - Each additional system installed at the same time	\$100.00	Per Permit
All Users	Alternative Fire-Extinguishing System - Modification to any alternative fire system	\$100.00	Per Permit
All Users	Standpipe - New Installation	\$200.00	Per Permit
All Users	Standpipe - Modification	\$100.00	Per Permit
All Users	Fire Pump - New Installation	\$500.00	Per Permit
All Users	Fire Pump - Modification (minimum one hour)	\$100.00	Per Permit
All Users	Private Fire Protection Water Supply - New installation - Private fire protection water supply system	\$200.00	Per Permit
All Users	Private Fire Protection Water Supply - Modification to private fire protection water supply system (includes private underground fireline)	\$100.00	Per Permit
All Users	Private Fire Protection Water Supply - Fire flow test (not related to sprinkler system design)	\$100.00	Per Permit
All Users	Fire Department Access - Modification - Interior/private fire apparatus access road	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Fire lane marking	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Address directory	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Fire apparatus automatic access gate (each)	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Fire apparatus manual access gate (each)	\$100.00	Per Permit

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Fire Fees</b>			
<b>Permits</b>			
All Users	Fire Department Access - New installation - Firefighter access walkway gate (each gate)	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Fire access equipment (key box, key switch, padlock)	\$0.00	Per Permit
All Users	Fire Department Access - Modification to each fire department access items (except key box, key switch, padlock)	\$100.00	Per Hour
All Users	Flammable and combustible liquid tanks - New installation tank	\$200.00	Per Permit
All Users	Flammable and combustible liquid tanks - Each additional tank installed	\$100.00	Per Permit
All Users	Flammable and combustible liquid tanks - Modification	\$100.00	Per Permit
All Users	Flammable and combustible liquid tanks - Removal	\$100.00	Per Permit
All Users	Flammable and combustible liquid tanks - Each additional tank removed at same time	\$50.00	Per Permit
All Users	Flammable and combustible liquid tanks - New installation >120 gal. part of emergency/standby power	\$100.00	Per Permit
All Users	Hazardous Materials - HMIS Assessment (minimum one hour)	\$100.00	Per Hour
All Users	Hazardous Materials - HMMP Assessment (minimum one hour)	\$100.00	Per Hour
All Users	Hazardous Materials - New installation - HazMat container, tank or process	\$200.00	Per Review
All Users	Hazardous Materials - Each additional container, tank, or process installed at the same time	\$100.00	Per Review
All Users	Hazardous Materials - Modification (minimum one hour)	\$100.00	Per Hour
All Users	L-P Gas - New installation - Prefilled portable cylinders for consumer exchange	\$100.00	Per Permit
All Users	L-P Gas - New installation - Storage containers awaiting use or resale	\$200.00	Per Permit
All Users	L-P Gas - New installation - L-P gas system	\$300.00	Per Permit

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Fire Fees</b>			
<b>Permits</b>			
All Users	Spraying or Dipping - New installation - Spray room, dip tank, or booth	\$250.00	Per Permit
All Users	Spraying or Dipping - Modification (minimum one hour)	\$100.00	Per Permit
All Users	Compressed Gases - New installation - Under 400 lbs.	\$150.00	Per Permit
All Users	Compressed Gases - New installation - Over 400 lbs.	\$300.00	Per Permit
All Users	Compressed Gases - Modification	\$100.00	Per Permit
All Users	Other Fire Code - High-piled storage plan	\$100.00	Per Permit
All Users	Other Fire Code - Firefighter air system (FAS)	\$300.00	Per Permit
All Users	Other Fire Code - Public safety radio amplification system	\$300.00	Per Permit
All Users	Other Fire Code - Work commencing before permit issuance		Double Permit Fee
<b>Engineering Fees</b>			
<b>Engineering Plan Review</b>			
All Users	GER Standards Deviation Application Processing Fee	\$125.00	Per Application
All Users	GER Standards Deviation Application Review Fee	\$200.00	Per Hour
All Users	Mass Grading Plan	\$375.00	Per Sheet
All Users	Grading & Drainage Plan	\$375.00	Per Sheet
All Users	Offsite Paving Plan	\$375.00	Per Sheet
All Users	Improvement Plans (commercial)	\$375.00	Per Sheet
All Users	Paving & Storm Drain Plan	\$375.00	Per Sheet
All Users	Water Plan	\$375.00	Per Sheet
All Users	Sewer Plan	\$375.00	Per Sheet
All Users	Striping & Signing Plan	\$375.00	Per Sheet
All Users	Streetlight Plan	\$375.00	Per Sheet
All Users	Traffic Signal Plan	\$375.00	Per Sheet
All Users	Building Plan Review	\$120.00	Per Hour
All Users	Third Review Plans	\$375.00	Per Sheet
All Users	Fourth and Subsequent Review of Plans	\$475.00	Per Sheet
All Users	Drainage Report	\$120.00	Per Hour

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Engineering Fees</b>			
<b>Engineering Plan Review</b>			
All Users	Geo Tech Report (soils, paving, etc.)	\$120.00	Per Hour
All Users	Water Report	\$120.00	Per Hour
All Users	Sewer Report	\$120.00	Per Hour
All Users	Traffic Impact Study	\$120.00	Per Hour
All Users	Supplemental Report	\$120.00	Per Hour
All Users	Third Review Reports	\$120.00	Per Hour
All Users	Fourth and Subsequent Review of Reports	\$200.00	Per Hour
All Users	Storm Water Pollution Prevention Plan (SWPPP) Report	\$120.00	Per Hour
All Users	Water Pollution Control Drawings (WPCD)	\$375.00	Per Sheet
All Users	Other	\$375.00	Per Sheet
<b>Fee</b>			
All Users	Copies - Non Standard Sizes (Plans, Maps, other)	\$3.00	Per Sheet
All Users	Streetlight Repair/Replacement	\$100.00	Per Hour; Minimum 2 Hours
All Users	Streetlight Shield Installation	\$100.00	
All Users	Traffic Sign/Signal Repair/Replacement	\$100.00	Per Hour; Minimum 2 Hours
<b>Inspection</b>			
All Users	After Business Hours & Green Friday Inspections (2-Hr min.)	\$120.00	Per Hour
All Users	Second and subsequent re-inspections required for failure to correct deficiencies	\$120.00	Per Hour
<b>Permits</b>			
All Users	Grading - All	\$200.00	Base Fee + SY (Fee Below)
All Users	Grading - Less than 5 acres	\$0.05	Square Yard
All Users	Grading - 5 - 20 acres	\$0.04	Square Yard
All Users	Grading - Greater than 20 acres	\$0.03	Square Yard
All Users	Drainage - Storm Sewer Pipe	\$1.00	Linear Foot
All Users	Drainage - Storm Sewer Manholes	\$65.00	Each
All Users	Drainage - Underground Storm Water Ret Pipe	\$2.00	Linear Foot
All Users	Drainage - Drywell	\$80.00	Each
All Users	Drainage - Spillway	\$50.00	Each

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Engineering Fees</b>			
<b>Permits</b>			
All Users	Drainage - Rip Rap	\$3.00	Cubic Yard
All Users	Drainage - Curb Opening	\$25.00	Each
All Users	Irrigation Pipe	\$1.00	Linear Feet
All Users	Irrigation Manhole/Structure	\$65.00	Each
All Users	Sanitary Sewer - Main Line Pipe	\$1.20	Linear Foot
All Users	Sanitary Sewer - Service Line Pipe	\$0.80	Linear Foot
All Users	Sanitary Sewer - Manhole	\$65.00	Each
All Users	Sanitary Sewer - Drop Connection	\$40.00	Each
All Users	Sanitary Sewer - Cleanouts; Mains & Service Lines	\$40.00	Each
All Users	Sanitary Sewer - Sewer Tap	\$65.00	Each
All Users	Sanitary Sewer - Pipe Connection	\$65.00	Each
All Users	Sanitary Sewer - Pipe Encasement	\$25.00	Linear Foot
All Users	Sanitary Sewer - Utility Adjustment (On-Site)	\$15.00	Each
All Users	Water - Water Main Line	\$1.20	Linear Foot
All Users	Water - Water Service Line	\$0.80	Linear Foot
All Users	Water - Tapping Sleeve	\$80.00	Each
All Users	Water - Mainline/Lateral/FH Valve	\$25.00	Each
All Users	Water - Water Valve or ARV MH Vault	\$65.00	Each
All Users	Water - Fire Line	\$1.20	Linear Foot
All Users	Water - Fire Hydrants	\$45.00	Each
All Users	Water - Blow Off/Tapped Cap	\$25.00	Each
All Users	Water - Meter Box	\$25.00	Each
All Users	Water - Backflow Preventer (Up to 3-in.)	\$60.00	Each
All Users	Water - Backflow Preventer (3-in. & Greater)	\$90.00	Each
All Users	Water - Water Line Connection	\$65.00	Each
All Users	Water - Utility Adjustment (On-Site)	\$15.00	Each
All Users	Utilities - Open Trench (R/W) Paved	\$0.80	Linear Foot
All Users	Utilities - Open Trench (R/W) Un-Paved	\$0.45	Linear Foot
All Users	Utilities - Boring Only	\$0.30	Linear Foot
All Users	Utilities - Bore/Splice Pit	\$40.00	Each
All Users	Utilities - Pothole	\$50.00	Each
All Users	Concrete Structures - Catch Basins & Headwalls	\$70.00	Each

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Engineering Fees</b>			
<b>Permits</b>			
All Users	Concrete Structures - Scuppers	\$70.00	Each
All Users	Concrete Structures - Box Culvert (% of Estimated Construction Cost)		4% of Cost
All Users	Concrete - Sidewalk	\$0.10	Square foot
All Users	Concrete - 6" Vert Curb & Gutter, Single Curb & Ribbon Curb	\$0.25	Linear Foot
All Users	Concrete - Valley Gutter & Apron	\$0.30	Square foot
All Users	Concrete - Bus Bay, R Turn Lane	\$0.20	Square Foot
All Users	Concrete - Return Type Driveway (Commercial)	\$0.20	Square Foot
All Users	Concrete - Sidewalk Ramps	\$40.00	Each
All Users	Concrete - Driveway (Non-return Type)	\$75.00	Each
All Users	Paving - New Conc. Asphalt Pavement (Full Section in Place)	\$0.60	Square Yard
All Users	Paving - Asphalt Concrete Overlay (1 Lift)	\$0.30	Square Yard
All Users	Paving - Slurry / Micro Seal	\$0.05	Square Yard
All Users	Paving - Utility Adjustments (Offsite)	\$25.00	Each
All Users	Paving - Survey Monuments	\$25.00	Each
All Users	Paving - Street Signs	\$25.00	Each
All Users	Paving - Barricade / Guardrail	\$4.00	Linear Foot
All Users	Paving - Striping (4-in Equiv.)	\$0.05	Linear Foot
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) Area < 100 SY	\$20.00	Square Yard
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) 100 SY - 700 SY	\$5.00	Square Yard
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) 700 SY - 1,760 SY	\$1.50	Square Yard
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) Area > 1,760 SY	\$0.60	Square Yard
All Users	Street Lights	\$50.00	Each
All Users	Landscaping (ROW Area)	\$0.08	Square Yard
All Users	Landscape Backflow Preventer	\$60.00	Each
All Users	Unspecified Items - % of Estimated Construction Cost		4%
All Users	Dirt Haul Permit	\$75.00	LS
All Users	Permit Modification	\$50.00	LS

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Engineering Fees</b>			
<b>Permits</b>			
All Users	Renew Expired Permit (With City Approval)	\$150.00	LS
All Users	Retaining Walls	\$0.50	Linear Foot
All Users	Theme Wall	\$0.05	Linear Foot
<b>Publication</b>			
All Users	GER Manual	\$25.00	Each
All Users	MAG Supplement Manual	\$30.00	Each
<b>Police Fees</b>			
<b>Fee</b>			
All Users	Archived Police Report - CD or Email	\$20.00	Per Report
All Users	Archived Rush Police Report - CD or Email	\$40.00	Per Report
All Users	Archived Rush Police Report - Every page after 20	\$1.60	Per Page
All Users	Archived Rush Police Report - First 20 Pages	\$40.00	Per Report
All Users	Rush Police Report - CD or Email	\$20.00	Per Report
All Users	Rush Police Report Printed - Every page after 20	\$0.80	Per Page
All Users	Rush Police Report Printed - First 20 Pages	\$20.00	Per Report
All Users	Fingerprint Fees	\$15.00	Per Set
All Users	Standard Police Report - First 20 Pages	\$5.00	Per Report
All Users	Standard Police Report - Every page after 20	\$0.20	Per Page
All Users	Archived Police Report - First 20 Pages	\$20.00	Per Report
All Users	Archived Police Report - Every page after 20	\$0.80	Per Page
All Users	Standard Police Report – CD or Emailed	\$5.00	Per Report
All Users	Crime Analysis or Statistical Research	\$30.00	Per Hour
All Users	Crime Analysis or Statistical Research	\$0.20	Per Page
All Users	Vehicle Impound Release	\$150.00	Per Vehicle
All Users	Audio CD	\$10.00	Each
All Users	Audio Recordings That Need to be Transcribed - Minimum of \$10.00	\$2.00	Per Minute
All Users	Alarm System Registration	\$25.00	Each
All Users	Alarm System Registration Renewal	\$25.00	Each

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>City Court Fees</b>			
<b>Fee</b>			
All Users	Audio/Video Record Duplication Fee	\$17.00	Per Appeal
All Users	Civil Traffic Appeal Fee	\$35.00	Per Appeal
All Users	Court Copy Rates	\$0.50	Per page
All Users	Court Enhancement Fee	\$19.00	Per Case
All Users	Default Fee	\$100.00	Per Case
All Users	Defensive Driving Diversion Fee	\$115.00	Per Case
All Users	NSF Check Fee	\$25.00	Per Check
<b>Fines - Civil - Initial Assessment</b>			
All Users	Child Not in Restraint	\$133.00	Per Violation
All Users	Control Devices	\$168.00	Per Violation
All Users	Control Signal	\$168.00	Per Violation
All Users	Driver License Not in Possession	\$133.00	Per Violation
All Users	Failure to Control Speed to Avoid a Collision - Accident without serious injury	\$168.00	Per Violation
All Users	Failure to Drive Right Side of Roadway	\$168.00	Per Violation
All Users	Failure to Get Duplicate Plates	\$133.00	Per Violation
All Users	Failure to Report Name/Change of Address	\$133.00	Per Violation
All Users	Failure to Stop for Red Light	\$218.00	Per Violation
All Users	Insurance Violations	\$140.00	With valid proof of insurance
All Users	Insurance Violations	\$953.00	For First Offense
All Users	License Plate Display Violation	\$523.00	Per Violation
All Users	Motorcycle Between Lanes of Traffic/Driving on Sidewalk	\$168.00	Per Violation
All Users	Neighborhood Electric Vehicle Speed Restrictions	\$133.00	Per Violation
All Users	No Valid Drivers License/Endorsement	\$133.00	Per Violation
All Users	Pedestrian Violations	\$78.00	Per Violation
All Users	Pedestrian Violations	\$168.00	Per Violation
All Users	Private Property to Avoid Traffic Device	\$168.00	Per Violation
All Users	Raise/Lower Vehicle > 15 mph	\$168.00	Per Violation
All Users	Registration Card Violation	\$140.00	Per Violation
All Users	Registration in County Residence	\$223.00	Per Violation
All Users	Registration Violation	\$585.00	Per Violation

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>City Court Fees</b>			
<b>Fines - Civil - Initial Assessment</b>			
All Users	Registration Violation	\$133.00	Per Violation - upon proof of registration
All Users	Registration Violations	\$133.00	Per Violation
All Users	Resident with Out of State Plates	\$585.00	Per Violation
All Users	Seat Belt Violations	\$51.50	Per Violation
All Users	Speed Less than Reasonable and Prudent	\$168.00	Per Violation
All Users	Speed Not to Impede Traffic	\$168.00	Per Violation
All Users	Speeding in School Zone/Failure To Stop in School Zone	\$168.00	Per Violation
All Users	Stop Sign/Yield Sign - Stop from Alley	\$168.00	Per Violation
All Users	Various - (Failure to have proper mirrors/Load or cover insecure)	\$133.00	Per Violation
All Users	Various - (Obstruction of View, Unsafe Backing)	\$168.00	Per Violation
All Users	0-9 mph over speed limit	\$218.00	Per Violation
All Users	10-15 mph over speed limit	\$238.00	Per Violation
All Users	16-20 mph over speed limit	\$253.00	Per Violation
All Users	21-29 mph over speed limit	\$308.00	Per Violation
All Users	30-39 mph over speed limit	\$391.00	Per Violation
All Users	40+ mph or more over speed limit	\$493.00	Per Violation
All Users	Various - (Operate unsafe vehicle/Brake Violation)	\$133.00	Per Violation
All Users	Vehicle in Bike Path/Lane Stop	\$168.00	Per Violation
All Users	Vio/Flashing Red Stop Signal	\$168.00	Per Violation
All Users	Vio/Flashing Yellow Signal	\$168.00	Per Violation
All Users	Yield to Pedestrian	\$168.00	Per Violation
All Users	Pedestrian Use Sidewalks	\$78.00	Per Violation
<b>Fines - Civil - Initial Assessment in Default</b>			
All Users	Child Not in Restraint	\$233.00	Default Violation
All Users	Control Devices	\$268.00	Default Violation
All Users	Control Signal	\$268.00	Default Violation
All Users	Driver License Not in Possession	\$268.00	Default Violation
All Users	Failure to Carry Vehicle Registration Card	\$223.00	Default Violation
All Users	Failure to Control Speed to Avoid a Collision - Accident without serious injury	\$268.00	Default Violation
All Users	Failure to Display Legible Plates	\$223.00	Default Violation

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>City Court Fees</b>			
<b>Fines - Civil - Initial Assessment in Default</b>			
All Users	Failure to Drive Right Side of Roadway	\$268.00	Per Violation
All Users	Failure to Get Duplicate Plates	\$223.00	Per Violation
All Users	Failure to Report Name/Change of Address	\$223.00	Per Violation
All Users	Failure to Stop for Red Light	\$318.00	Per Violation
All Users	Insurance Violations	\$1,053.00	Per Violation
All Users	Motorcycle Between Lanes of Traffic/Driving on Sidewalk	\$268.00	Per Violation
All Users	No Current Registration	\$685.00	Per Violation
All Users	No Valid Drivers License/Endorsement	\$223.00	Per Violation
All Users	Pedestrian Use Sidewalks	\$178.00	Per Violation
All Users	Pedestrian Violations	\$178.00	Per Violation
All Users	Pedestrian Violations	\$268.00	Per Violation
All Users	Private Property to Avoid Traffic Device	\$268.00	Per Violation
All Users	Various - (Failure to have proper mirrors/Load or cover insecure)	\$223.00	Per Violation
All Users	Various - (Obstruction of View, Unsafe Backing)	\$268.00	Per Violation
All Users	Various - (Operate unsafe vehicle/Brake Violation)	\$223.00	Per Violation
All Users	Vehicle in Bike Path/Lane Stop	\$268.00	Per Violation
All Users	Vio/Flashing Red Stop Signal	\$268.00	Per Violation
All Users	Vio/Flashing Yellow Signal	\$268.00	Per Violation
All Users	Yield to Pedestrian	\$178.00	Per Violation
All Users	Speed Not to Impede Traffic	\$268.00	Per Violation
All Users	Speeding in School Zone/Failure To Stop in School Zone	\$268.00	Per Violation
All Users	Stop Sign/Yield Sign - Stop from Alley	\$268.00	Per Violation
All Users	0-9 mph over speed limit	\$318.00	Per Violation
All Users	10-15 mph over speed limit	\$338.00	Per Violation
All Users	16-20 mph over speed limit	\$353.00	Per Violation
All Users	Raise/Lower Vehicle > 15 mph	\$268.00	Per Violation
All Users	Registration Violations	\$223.00	Per Violation
All Users	Resident with Out of State Plates	\$685.00	Per Violation
All Users	Speed Less than Reasonable and Prudent	\$268.00	Per Violation

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Recreation Fees</b>			
<b>Library</b>			
All Users	Blocked Cardholder Computer Pass Fee	\$1.00	Per Day
All Users	DVD Case Replacement	\$2.00	Per Item
All Users	Missing Barcode	\$1.00	Per Item
All Users	Missing Inset	\$5.00	Per Item
All Users	Missing RFID Tag	\$1.00	Per Item
All Users	Non-Cardholder Computer Pass Fee	\$1.00	Per Day
All Users	Printing	\$0.25	Per Page
All Users	Processing Fee	\$5.00	Per Item
<b>Recreation</b>			
All Users	Baseball Mound Rental	\$25.00	Per Field
All Users	Community Center Usage and Facility Rental Deposit	\$100.00	Deposit
All Users	Light Fee	\$10.00 - \$35.00	Per Hour
All Users	Field Preparation	\$25.00 - \$150.00	Per Reservation
All Users	Field Preparation Fee, Initial	\$25.00	Per Each Unique Field
All Users	Field Preparation Fee, Additional	\$25.00 - \$75.00	Per Each Unique Field
All Users	Reservation, Administrative Fee	\$25.00	Per Ongoing Allocation
All Users	Sports Programs	\$20.00 - \$475.00	Per Program
All Users	Softball Tournament Deposit	\$250.00 - \$750.00	Deposit
All Users	Tournament Staff	\$15.00 - \$20.00	Per Hour/Per Staff
All Users	Special Events	\$5.00 - \$150.00	Per Event
All Users	Special Interest Classes	\$5.00 - \$150.00	Per Class
All Users	Senior Activities	\$2.00 - \$100.00	Per Activity
All Users	Adult (Non-Senior) Activities	\$15.00 - \$150.00	Per Activity
All Users	Day Trips	\$5.00 - \$250.00	Per Trip
All Users	Overnight (or longer) trips	\$50.00 - \$300.00	Per Trip
All Users	Private Pay / Senior Meals	\$2.00 - \$10.00	Per Meal
All Users	Youth Activities	\$10.00 - \$150.00	Per Activity
All Users	Summer Program	\$50.00 - \$200.00	Per Week
Non-Resident	Park Vendor Permit	\$150.00	Per 6 Months
Non-Resident	Special Event Vendor Permit	\$275.00	Per Event
Non-Resident	Conference Room Rental	\$30.00	Per Hour
Non-Resident	Facility Rental - After Hours	\$65.00	Per Hour
Non-Resident	Facility Electricity Usage	\$10.00	Per Hour

# City of Avondale

## Fee Schedule - By Resolution

Fee/User Type	Description	Fee	Unit of Measure
<b>Recreation Fees</b>			
<b>Recreation</b>			
Non-Resident	Community Center & Facility Usage	\$35.00	Per Hour
Non-Resident	Ramadas - Single	\$10.00	Per Hour
Non-Resident	Ramadas - Double	\$15.00	Per Hour
Non-Resident	Field Reservation - Daytime	\$15.00	Per Hour
Non-Resident	Field Reservation - Prime Time (6pm to 10pm)	\$35.00	Per Hour
Non-Resident	Lights	\$20.00	Per Hour
Non-Resident	Summer Program	\$50.00 - \$750.00	For Entire Session
Resident	Conference Room Rental	\$25.00	Per Hour
Resident	Park Vendor Permit	\$100.00	Per 6 months
Resident	Special Event Vendor Permit	\$250.00	Per Event
Resident	Facility Rental - After Hours	\$65.00	Per Hour
Resident	Facility Electricity Usage	\$5.00	Per Hour
Resident	Ramadas - Single	\$5.00	Per Hour
Resident	Ramadas - Double	\$10.00	Per Hour
Resident	Field Reservation - Daytime	\$10.00	Per Hour
Resident	Field Reservation - Prime Time (6pm to 10pm)	\$20.00	Per Hour
Resident	Lights	\$10.00	Per Hour
Resident	Summer Program	\$45.00 - \$750.00	For Entire Session
<b>Library Fees</b>			
<b>Library</b>			
All Users	Overdue Fines - Books & Audio Books	\$0.20	Per Day
All Users	Overdue Fines - DVDs	\$1.00	Per Day
All Users	Overdue Fines - Interlibrary Loans	\$2.00	Per Day
All Users	Lost or Destroyed Items for Checkout - (Or Actual cost of item plus processing fee)	\$3.00 - \$5.00	Per Item
All Users	Daily Computer Pass	\$1.00	Per Day
All Users	Art Cards	\$2.00 - \$5.00	Per Card
All Users	Unclaimed Item Fee	\$1.00 - \$5.00	Per Item
All Users	Library Card Replacement	\$2.00 - \$5.00	Per Card
All Users	Returned Check Fee (Will also incur bank fee as well)	\$25.00	Per Occurrence
All Users	Collection Agency Fee	\$15.00	Per Account

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**City of Avondale**  
**Fee Schedule - By Resolution**

<b>Fee/User Type</b>	<b>Description</b>	<b>Fee</b>	<b>Unit of Measure</b>
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**Library Fees**

**Library**

All Users	Library Merchandise	\$0.10 - \$30.00	Per Item
All Users	Copy/Faxing/Scanning Fee	\$0.02 - \$2.00	Per Page
Non-Resident	Library Card Fee - Non-Resident	\$40.00	Per Application

**Water/Sewer/Sanitation**

**Water**

All Users	Tampering with Water Meter Fine	\$100.00	Per Incident
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**Water Miscellaneous**

All Users	Environmental Fee	\$1.00	Per Month
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**SPECIAL MEETING**

**June 16, 2014**

**7:00 P.M.**

**CALL TO ORDER BY MAYOR WEISE**

**1. ROLL CALL BY THE CITY CLERK**

**2. RESOLUTION 3203-614 – SETTING FORTH THE FINAL BUDGET AND FEE SCHEDULE FOR FY 2014-2015**

City Council will consider a resolution approving the fee schedule and final budget for fiscal year 2014-2015 in the amount of \$178,984,760. The Council will take appropriate action.

**3. ADJOURNMENT**

Respectfully submitted,



Carmen Martinez, CMC  
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.

**SUBJECT:**

Resolution 3203-614 – Setting forth the Final Budget and  
Fee Schedule for FY 2014-2015

**MEETING DATE:**

6/16/14

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**TO:** Mayor and Council

**FROM:** Kevin Artz, Acting Assistant City Manager (623) 333-2011

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

**PURPOSE:**

Staff is requesting that Council convene a special meeting, and adopt a resolution approving the fee schedule and final budget for fiscal year 2014-2015 in the amount of \$178,984,760.

**BACKGROUND:**

The tentative budget was adopted on May 19, 2014 and was published in the June 2nd and June 9th editions of the West Valley View. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website along with the detailed revenue and expenditure estimated initially presented to the Council on April 14th and April 28th.

A public hearing was held on June 16, 2014 as required by A.R.S. §42-17104. As required by A.R.S. §42-17105, a special meeting must be convened for adoption of the final budget.

**DISCUSSION:**

The final budget for fiscal year 2014-2015 of \$178,984,760 has not changed in total from the tentative budget adopted on May 19, 2014. The fee schedule has been updated to include the new development fees approved by Council on May 19, 2014.

The final adopted budget for FY 2014-15 will posted on the City's website within seven business days as required by A.R.S. §42-17103.

**BUDGETARY IMPACT:**

This will establish the formal expenditure limit and annual budget for fiscal year 2014-2015.

**RECOMMENDATION:**

Staff recommends the Mayor and Council adopt a resolution setting forth the final budget and fee schedule for FY 2014-2015.

**ATTACHMENTS:**

[Resolution 3203-614](#)

**RESOLUTION NO. 3203-614**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE FINAL BUDGET AND FEE SCHEDULE FOR VARIOUS CITY SERVICES FOR FISCAL YEAR 2014-2015.

**WHEREAS**, pursuant to the provisions of the laws of the State of Arizona and the City Charter, the Council of the City of Avondale (the “City Council”) is required to adopt an annual budget for the City of Avondale (the “City”); and

**WHEREAS**, the City Council desires to adopt the fee schedule for various City services for Fiscal Year 2014-15; and

**WHEREAS**, in accordance with ARIZ. REV. STAT. § 42-17102, the Acting City Manager prepared and filed with the City Council the City Manager’s Budget estimates for the fiscal year beginning July 1, 2014 and ending June 30, 2015; and

**WHEREAS**, on May 19, 2014, the City Council approved Resolution 3188-514, adopting (i) an expenditure limitation and (ii) the estimates of expenditures for the fiscal year beginning July 1, 2014, and ending June 30, 2014, as the tentative budget for the City; and

**WHEREAS**, Resolution 3188-514 also directed the Acting City Manager or designee to: (i) publish in the official City newspaper once per week for two consecutive weeks, (a) the official tentative budget and (b) a notice of the public hearing of the City Council to hear taxpayers and make tax levies at designated times and places; and (ii) not later than seven business days following consideration of Resolution 3188-514 by the City Council, (a) make available at the Avondale Civic Center Library, the Sam Garcia Western Avenue Library and the Avondale City Hall a complete copy of the tentative budget, and (b) post the tentative budget on the City’s website; and

**WHEREAS**, due notice has been given by the City Clerk as required by law that the City Council would meet on June 16, 2014, at the City Council Chambers for the purposes of (i) hearing taxpayers on the proposed expenditures and proposed tax levies as set forth in said estimates and (ii) adopting the tentative budget as final; and

**WHEREAS**, due notice has been given by the City Clerk as required by law, that any new or changed City fees would be considered by the City Council on this date; and

**WHEREAS**, on June 16, 2014, the City Council held a public hearing on the final budget and proposed tax levy as required by law.

**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 Annual Budget and Financial Plan, attached hereto as Exhibit A and incorporated herein by reference, is hereby formally adopted as the official final budget for the City for the fiscal year beginning July 1, 2014 and ending June 30, 2015.

SECTION 3. The fee schedule for the City, beginning July 1, 2014, is hereby adopted in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 4. Upon the recommendation by the City Manager or Acting City Manager, as applicable, and with approval of the City Council, expenditures may be made from the appropriation for the non-departmental contingencies.

SECTION 5. Money from any fund may be used for any of these appropriations except money specifically restricted by State Law, City Ordinances, City Council action or City Charter.

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the Annual Budget and Financial Plan incorporated herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 7. The Mayor, the City Manager or Acting City Manager, as applicable, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, June 16, 2014.

\_\_\_\_\_  
Kenneth N. Weise, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
RESOLUTION NO. 3203-614

[Annual Budget and Financial Plan]

See following pages.

EXHIBIT B  
TO  
RESOLUTION NO. 3203-614

[Fee Schedule]

See following pages.

DUE TO THEIR SIZE, THE ATTACHMENTS TO THIS  
RESOLUTION HAVE BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINKS BELOW TO VIEW:

ANNUAL BUDGET AND FINANCIAL PLAN

<http://www.avondale.org/DocumentCenter/View/34616>

FEE SCHEDULE

<http://www.avondale.org/DocumentCenter/View/34617>