



CITY COUNCIL AGENDA

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

SPECIAL MEETING

July 7, 2014

6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2 EXECUTIVE SESSION

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the interviews of the finalists for the position of city judge. The Council will take appropriate action.

3 ADJOURNMENT

Respectfully submitted,

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

Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles 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 pueden ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

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

REGULAR MEETING

July 7, 2014

7:00 PM

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. INSTALLATION OF NEWLY APPOINTED COUNCIL MEMBER IWANSKI

- 3 UNSCHEDULED PUBLIC APPEARANCES

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

- 4 CONSENT AGENDA

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

- a. APPROVAL OF MINUTES

1. Work Session of June 2, 2014
2. Regular Meeting of June 2, 2014
3. Special Meeting of June 9, 2014
4. Regular Meeting of June 16, 2014
5. Special Meeting of June 16, 2014

- b. CONTRIBUTIONS ASSISTANCE PROGRAM FUNDING RECOMMENDATIONS FOR FY 14-15 AND CONTINGENCY TRANSFER

City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$86,667 Contributions Assistance Program fund and authorize a transfer of contingency funds in the amount of \$20,000. The Council will take appropriate action.

- c. DONATION AGREEMENT – ANDERSON - 107TH AVENUE, VAN BUREN STREET AND ROOSEVELT STREET

City Council will consider a request to approve a Donation Agreement for a portion of right-of-way of 107th Avenue from and including portions of Roosevelt Street to and including portions of Van Buren Street. The Council will take the appropriate action.

- d. DONATION AGREEMENT – LEGACY CHARTER SCHOOL

Staff is requesting that the City Council approve a Donation Agreement with Legacy Charter School for right-of-way for the Van Buren Multi-Use Corridor located west of Fairway Drive and east of 127th. The Council will take the appropriate action.

e. PURCHASE AGREEMENT - TEMPORARY DRAINAGE EASEMENT AT NORTHEAST CORNER 119TH AVENUE AND MCDOWELL ROAD

City Council will consider a request to authorize the purchase of a temporary drainage easement located at the northeast corner of 119th Avenue and McDowell Road in the amount of \$58,900 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents . The Council will take appropriate action.

f. PURCHASE AND SERVICES AGREEMENT - BAKER AND TAYLOR, INC.

City Council will consider a request to approve a Purchase and Services Agreement with Baker and Taylor, Inc. to provide library books, non-print material, and services for the Avondale Public Libraries in an amount not to exceed \$100,000 annually or \$500,000 over the entire contract term. The Council will take appropriate action.

g. CONTRACTOR AGREEMENT - WEST VALLEY YOUTH SPORTS COMMISSION

City Council will consider a request to approve a Contractor Agreement with the West Valley Youth Sports Commission to establish jointly-sponsored athletic programs with the City of Avondale through the Parks, Recreation, and Libraries Department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. PROFESSIONAL SERVICES AGREEMENTS WITH FIVE FIRMS FOR INFORMATION SYSTEMS SECURITY SERVICES AND PRODUCTS

City Council will consider a request to award contracts to Terra Verde Services, Megaplan-IT LLC, Illumant LLC, ECFIRST, and McAfee, Inc., five competitively procured vendors, for information security assessment and advanced services and products to be used on an as-needed basis for a total maximum aggregate value of \$750,000 over five years per contract and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. PROFESSIONAL SERVICES AGREEMENT – RITTOCH-POWELL AND ASSOCIATES – DYSART ROAD ELECTRICAL UNDERGROUNDING - PHASE 1

City Council will consider a request to approve a Professional Services Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc. to provide engineering design services for the Dysart Road Phase 1 (Electrical Undergrounding) Improvements in the amount of \$99,925.53 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - HOLIDAY LIGHTING COMPANY AZ, INC.

City Council will consider a request to approve the first amendment to the Professional Services Agreement with Holiday Lighting Company, AZ, Inc. to provide holiday street lighting and decoration services in the amount not to exceed \$44,961 for the amended scope or \$56,711 for the entire term of the agreement. The Council will take the appropriate action.

k. SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - LOGAN SIMPSON DESIGN, INC.

City Council will consider a request to approve the second amendment to the Professional Services Agreement with Logan Simpson Design, Inc. to develop the construction documents and provide post design services for the Friendship Park renovation project in the amount not to exceed \$157,911 for the amended scope or \$309,154 for the entire renovation design project. The Council will take the appropriate action.

I. RESOLUTION 3208-714 - FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR COMMUNITY ACTION PROGRAM FY 2014-15

City Council will consider a resolution approving the first amendment to the Intergovernmental Agreement with the Maricopa County Human Services Department for a grant in the amount of \$112,495 for the provision of Community Action Program Services during the fiscal year 2014-2015. The Council will take appropriate action.

m. RESOLUTION 3204-714 - SECOND AMENDMENT TO THE GRANTEE AGREEMENT WITH FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL

City Council will consider a resolution authorizing the second amendment to the grantee agreement with First Things First Southwest Maricopa Regional Partnership Council to receive \$175,000 in funding for the provision of services to families with children under five years of age and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

n. RESOLUTION 3205-714 - PUBLIC ART MASTER PLAN

City Council will consider a resolution adopting a Public Art Master Plan which identifies the overall vision and opportunities for art in the public realm, identifies criteria for selecting and acquiring public art, develops procedures for documenting and maintaining City owned art, and identifies a 5-year project plan with potential locations and funding resources. The Council will take appropriate action.

o. ORDINANCE 1552-714 - DEANNEXATION OF RIGHT-OF WAY AND ROADWAY ALONG INDIAN SCHOOL ROAD

City Council will consider an ordinance deannexing a portion of right-of-way and roadway along Indian School Road previously annexed by the City of Avondale in accordance with an Intergovernmental Agreement with the City of Litchfield Park. The Council will take appropriate action.

p. CONTRACT AWARD - NJBSOFT, LLC FOR COMPLIANCE MANAGEMENT SOFTWARE

City Council will consider a request to approve a Purchase and Services Agreement between the City of Avondale and NJBSoft, LLC to provide a Compliance Management Software solution and support services to help ensure compliance with various utility operating permits and related environmental regulations and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

5 CONSIDERATION OF CANDIDATES FOR APPOINTMENT AS CITY JUDGE

City Council will consider the three candidates recommended by the Judicial Advisory Board for potential appointment as City Judge. The Council will take appropriate action.

6 PUBLIC HEARING AND RESOLUTION 3206-714 – HISTORIC AVONDALE DESIGN AND DEVELOPMENT GUIDELINES

City Council will hold a public hearing and consider a City-initiated request to adopt a Resolution approving the Historic Avondale Design and Development Guidelines (HADDG). The proposed HADDG, which will replace the Old Town Avondale Business District Design Guidelines, establish design expectations intended to preserve the heritage of Historic Avondale, provide flexibility to promote infill development, and a more walkable environment. The proposed document will apply to both public (City) and private projects occurring within the study area. The Council will take appropriate action.

7 RESOLUTION 3207-714 - SETTING THE PROPERTY TAX LEVY FOR FY 2014-2015

City Council will consider a resolution setting the property tax levy for the 2014-2015 fiscal year in the amount of \$5,960,400. The Council will take appropriate action.

8 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

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CITY COUNCIL AGENDA

SUBJECT:

Contributions Assistance Program Funding
Recommendations for FY 14-15 and
Contingency Transfer

MEETING DATE:

7/7/2014

TO: Mayor and Council**FROM:** Stephen Erno, Acting Neighborhood and Family Services Director, 623-333-2738**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting that the City Council approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$86,667 Contributions Assistance Program fund, and authorize a transfer of contingency funds in the amount of \$20,000.

BACKGROUND:

City Council appointed a subcommittee consisting of Mayor Kenn Weise, Vice Mayor Frank Scott and Councilmember Jim McDonald to review this year's applications and make a recommendation. The program continues to be in demand from organizations serving Avondale residents. Applications were received from 25 non-profit organizations requesting a total of \$210,943.

In June 2013, Council adopted the FY 2013-14 final budget, and a motion was made and approved to transfer an additional \$20,000 from the contingency fund to the Contributions Assistance fund. This was a one-time transfer and did not increase the base budget for Contributions Assistance.

The adopted budget for fiscal year 2014-15 allocates \$66,667 for the Contributions Assistance Program (\$60,000 on-going and \$6,667 carryover). The subcommittee was provided information that there was \$86,667 available in the budget, and allocated funds to the non-profit organizations based upon the \$86,667. A transfer of contingency funds will be required to fully fund the recommendations of the subcommittee.

DISCUSSION:

The subcommittee reviewed applications on June 18, 2014 based on the following criteria:

- Provision of direct services which improve the health and welfare of Avondale residents
- Current, timely and accurate reports from previous recipients
- Ability to generate revenue from other sources
- Services and initiatives that support and address City Council goals
- Services provided at the Care1st Avondale Resource and Housing Center

The subcommittee made the following funding recommendations. An asterisk denotes an agency that did not receive funding through this program in the previous year.

- Community Bridges- \$8,000
- Mission of Mercy - \$8,000
- New Life Center- \$8,000
- A New Leaf- \$7,000
- Central Arizona Shelter Services- \$7,000
- Boys and Girls Club- \$6,000
- Child Help- \$5,000*
- Homeless Youth Connection- \$5,000
- St. Mary's Food Bank Alliance- \$5,000
- Teen Lifeline, Inc.- \$5,000
- Touchstone Behavioral Health- \$5,000*
- Southwest Lending Closet- \$3,000
- West Valley Arts Council- \$3,000*
- Kids at Hope- \$2,959
- Alzheimer's Association- \$2,800
- Jobs for Arizona's Graduates- \$2,508
- Southwest Valley Literacy- \$2,400
- Southwest Community Network- \$1,000

BUDGET IMPACT:

The budget for fiscal year 2014-15 allocates \$66,667 for the Contributions Assistance Program. A contingency transfer in the amount of \$20,000 will be required to fund the contributions assistance program at \$86,667. Funds are available in 101-5300-00-9900 (Contingency) for transfer to 101-5300-00-6200 (Contributions).

RECOMMENDATION:

Staff recommends that City Council approve the funding recommendations made by the Council subcommittee for distribution of the Contributions Assistance Fund, and authorize a transfer of contingency funds, in the amount of \$20,000.



CITY COUNCIL AGENDA

SUBJECT:

Donation Agreement – Anderson - 107th Avenue,
Van Buren Street and Roosevelt Street

MEETING DATE:

7/7/2014

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting that the City Council approve a Donation Agreement for a portion of right-of-way of 107th Avenue from and including portions of Roosevelt Street to and including portions of Van Buren Street and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On November 4, 2013, City Council approved the Municipal Aesthetics Program Funding Agreement with SRP for relocating SRP power and irrigation facilities. The project on 107th Ave from Roosevelt Street to Van Buren Street was identified as a priority project in that Agreement. Right-of-way dedication for improvements within this project area is also a stipulation in the Pre-Annexation Development Agreement for the Roosevelt Park Development, through Resolution No. 2254-01 and approved by Council on July 16, 2001. Portions of this right-of-way are requested to be dedicated in advance of development to allow for design and the construction of the undergrounding of the open irrigation lateral located along the west side of 107th Avenue north of Van Buren Street and the relocation of the existing overhead 69Kv transmission line.

On February 18, 2014, City Council approved Ordinance 1534-214 authorizing the acquisition of ROW for 107th Avenue, Van Buren Street and Roosevelt Street.

DISCUSSION:

Council will consider a request to approve the donation of approximately 9.31 acres from the Anderson family and trusts needed for the 107th Avenue improvement project along with planned improvements on Roosevelt Street and Van Buren Street. The right-of-way consists of the north 85 feet of Van Buren Street to 931 feet west of 107th Avenue which includes a 20 foot wide strip for the Van Buren Multiuse Corridor; portions of the west half of 107th Avenue from Van Buren Street to Roosevelt Street including 30 foot wide strips needed for power transmission relocation and separate 30 foot wide strips required for SRP irrigation easements with USA Fee Exchange. The balance of right-of-way is for transportation and irrigation facilities and consists of the south 90 foot wide half of Roosevelt Street to a quarter mile west of 107th Avenue. The Roosevelt Street right-of-way width is planned to accommodate potential future transit. A curvilinear leftover portion of the previous Roosevelt Park layout alignment of Corporate Drive/Roosevelt right-of-way extending to 111th Avenue is required to remedy and realign that remnant.

BUDGET IMPACT:

The donation of the right-of-way will have no immediate budgetary impact. Funding for all expenses associated with closing and legal fees for the acquisition of the property is available in CIP Street Fund Line Item No 304-1330-00-8420, 107th Avenue, Roosevelt to Van Buren Street.

Approximately \$1,315,800 of SRP aesthetics funds will be used by SRP for the design and construction of the proposed project and an additional \$500,000 in line item 304-1330-00-8420 has been held in reserve to cover items that do not qualify for SRP aesthetic funding such as existing piped sections and existing irrigation boxes and irrigation structures.

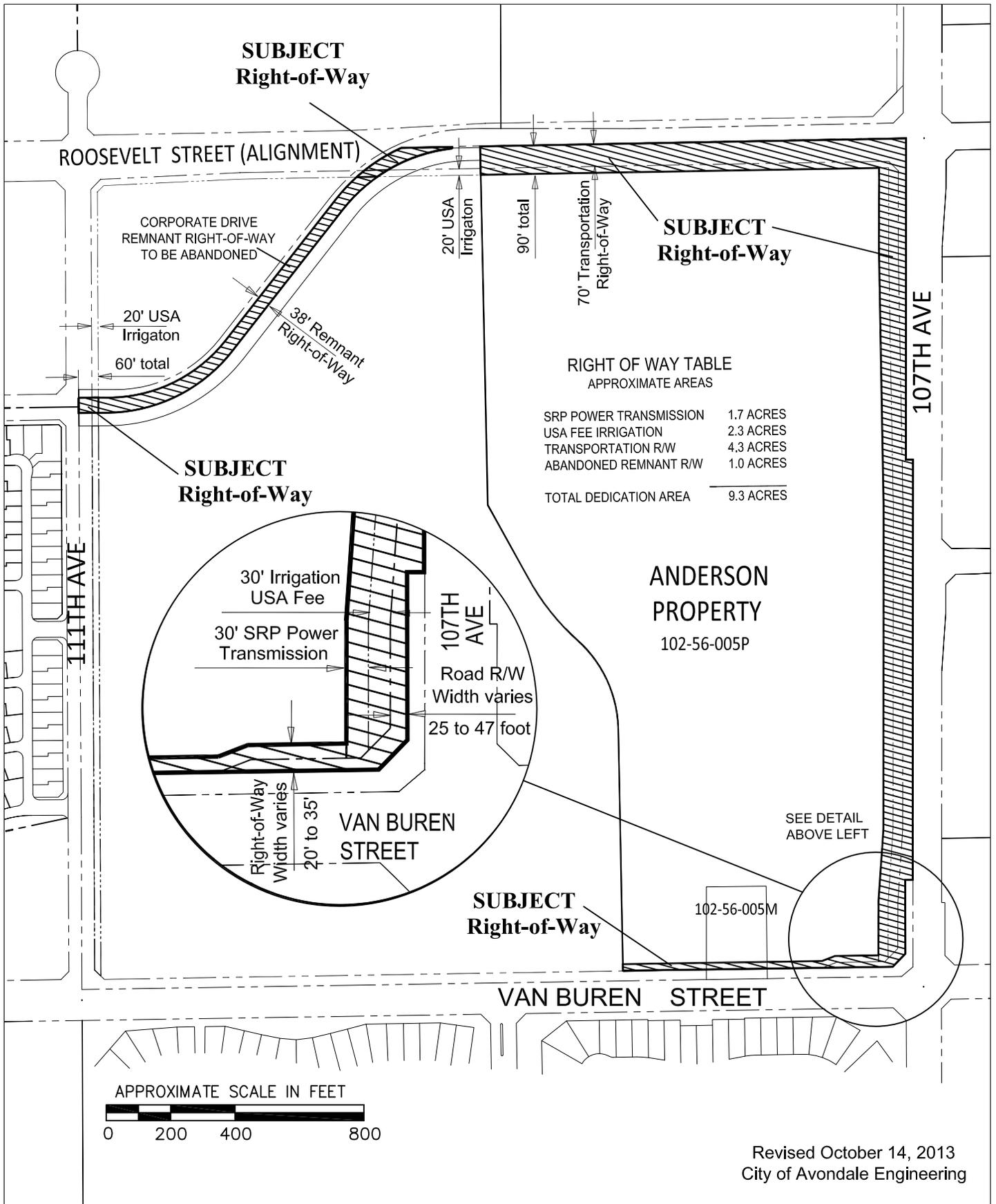
RECOMMENDATION:

Staff recommends that the City Council approve a Donation Agreement for a portion of right-of-way of 107th Avenue from and including portions of Roosevelt Street to and including portions of Van Buren Street and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Donation Agreement](#)



Anderson Properties - Right-of-Way Dedication for Power Transmission, Irrigation and Transportation along Roosevelt Street, 111th and 107th Avenue

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into by and among the CITY OF AVONDALE, an Arizona municipal corporation (the "City"), JOHN EDWARD ANDERSON JR, a married man ("John"), CYNTHIA LYNN ANDERSON, a single woman ("Cynthia"), STEPHANIE KATHRYN ANDERSON, a single woman ("Stephanie") and THE AMENDED AND RESTATED JOHN E. ANDERSON FAMILY TRUST, an Arizona duly created trust ("Trust") (John, Cynthia, Stephanie and Trust are collectively, "Donor") (City and Donor are sometimes collectively referred herein as the "Parties"). The "Effective Date" of this Agreement is the date on which this Agreement is fully executed by all Parties hereto, as indicated by the latest date on the signature pages of this Agreement.

RECITALS

A. Donor and City entered into that certain Pre-Annexation Development Agreement, dated July, 16, 2001, recorded at the Maricopa County Recorder's at Reception Number 2001-0926396, regarding property owned by the Donor (the "Development Agreement").

B. Donor owns that certain land located in Avondale, Arizona, situated in Maricopa County, Arizona and as more particularly described under the label reading "Parcel No. 1 (111th Avenue to Roosevelt old Corporate Drive Alignment Remnant)" ("Parcel No. 1") in Exhibit A, attached hereto and incorporated herein by this reference.

C. Donor owns that certain land located in Avondale, Arizona, situated in Maricopa County, Arizona and as more particularly described under the label reading "Parcel No. 2 (the Roosevelt Street, 107th Avenue and Van Buren Street Alignments)" ("Parcel No. 2") in Exhibit A, attached hereto and incorporated herein by this reference.

D. Donor owns a groundwater well and related equipment located in Avondale, Arizona, situated in Maricopa County, Arizona (the "Well") as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference.

E. The City desires to acquire Parcel No. 1 and Parcel No. 2 (the "Land") and the Well (collectively, the Land and the Well are referred to herein as the "Property") and Donor desires to donate the Property to the City, all subject to the terms and conditions of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the City and Donor, intending to be legally bound, state, confirm and agree as follows:

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein by this reference.

2. Donation. Donor hereby agrees to donate and convey to the City, and the City hereby agrees to accept title to, the Property. The Land shall be conveyed to the City by a Special Warranty Deed (the "**Deed**") substantially in the form attached as Exhibit C hereto and incorporated herein by this reference. The Well shall be conveyed to the City by a Bill of Sale (the "**Bill**") substantially in the form attached as Exhibit D hereto and incorporated herein by this reference. Upon conveyance of the Well, all Donor rights and interest in the Well and the water therefrom is hereby terminated.

3. Intentionally Omitted.

4. Escrow Dates; Right of Access. Escrow shall be deemed open on the date (the "**Opening Date**") when one fully executed original of this Agreement has been delivered to Escrow Agent, as defined below. Escrow Agent shall advise City and Donor in writing of the Opening Date. The date of recordation of the Deed with the Maricopa County Recorder's office shall be referred to hereinafter as the "**Closing**." The Closing shall occur at a place and time mutually agreed upon by the Parties, within thirty (30) days after the end of the Feasibility Period (defined in Section 9 below), which date shall be referred to as the "**Closing Date**." Donor shall pay all real property taxes and assessments levied and accrued against the Property through the date of Closing. The City shall pay all other costs and expenses associated with the Closing, including without limitation, escrow fees, recording fees, title report, document handling, and any policy of title insurance required by the City. The City and its employees, agents, and contractors are hereby granted access to the Property during the escrow to investigate and test the Property and conduct other due diligence activities. The City shall provide Donor with twenty-four hours prior notice of its desire to enter upon the Property for inspection and/or testing and any such inspections or testing shall be conducted at a time and manner reasonably approved by Donor and to minimize disruption or interference to the Property. Donor shall have the right to be present at any such inspections or testings. The City shall not be permitted to undertake any air sampling or any intrusive or destructive testing of the Property, including, without limitation, a "Phase II" environmental assessment (collectively, the "Intrusive Tests"), without in each instance first obtaining Donor's prior consent thereto, which consent Donor may give or withhold in Donor's sole and absolute discretion. If Donor fails to advise the City of its disapproval of any proposed Intrusive Tests within such twenty four hour business day period, such failure shall be deemed Donor's disapproval thereof. The City shall restore the Property to its original condition immediately after any and all testing and inspections conducted by or on behalf of the City. The City hereby indemnifies and holds Donor and the Property harmless from any and all costs, loss, damages or expenses of any kind or nature arising out of or resulting from any entry and/or activities upon the Property by the City and/or the City's agents, employees, or contractors; except those arising from the negligence or willful acts of Donor or its agents, invitees, employees or contractors, or pre-existing adverse physical conditions on the Property, except to the extent the City and/or the City's agents, employees, or contractors exacerbate such pre-existing condition. City is willing to provide the Donor with copies of certain environmental documents and reports (collectively, the "Environmental Documents") so long as Donor acknowledges that (i) any information of any type which Donor has received or may receive from the City or City's agents, including without limitation, the Environmental Documents, is furnished on the express condition that Donor shall make an independent verification of the accuracy of such information, (ii) such information is being furnished by the

City without any representation or warranty whatsoever as to the truth, accuracy or validity of the contents thereof and (iii) Donor shall rely on such information at its sole risk.

5. "AS IS" Donation/Disclaimer of Warranties. As of the Closing, the City hereby fully and irrevocably release Donor from any and all claims that the City may have or thereafter acquire against Donor for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any matter of any nature relating to, and condition of, the Property including any latent or patent construction defects, errors or omissions, compliance with law matters, hazardous substances and other environmental matters within, under or upon, or in the vicinity of the Property, including, without limitation, any environmental laws. This release includes claims of which the City is presently unaware or which Donor does not presently suspect to exist in its favor which, if known by the City, would materially affect the City's release of the Donor. In this connection and to the greatest extent permitted by law, the City hereby agrees, represents and warrants that Donor realizes and acknowledges that factual matters now unknown to the City may have given or may hereafter give rise to claims which are presently unknown, unanticipated and unsuspected, and the City further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the City nevertheless hereby intends to release Donor from any such unknown claims which might in any way be included as a material portion of the consideration given to Donor by the City in exchange for Donor's performance hereunder.

6. Representations and Warranties.

(a) Representations and Warranties of the City. The City covenants, represents and warrants to Donor that:

(i) The City has full right, power, ability and authority to enter into and carry out this Agreement and the transactions contemplated hereby.

(ii) The person signing below on behalf of the City is duly authorized to execute this Agreement and to bind the City hereto.

(iii) This Agreement is binding and enforceable against the City in accordance with its terms.

(b) Representations and Warranties of Donor. Donor covenants, represents and warrants to the City that:

(i) Donor has full right, power, ability and authority to enter into and carry out this Agreement and the transactions contemplated hereby. Donor is not prohibited from consummating the transactions contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(ii) The person signing below on behalf of Donor is duly authorized to execute this Agreement and to bind the Donor hereto.

(iii) This Agreement is binding and enforceable against the Donor in accordance with its terms.

Donor's representations and warranties in Section 6(b) shall survive Closing for six months after Closing. All suits or actions for breach of any such representations or warranties herein, and any action for indemnity against liabilities resulting from any such breach, must be brought within such period.

7. Conditions to Closing.

(a) Donor's Conditions. Donor's obligation to consummate this transaction is expressly contingent upon satisfaction of the following conditions precedent:

(i) The representations and warranties of City in this Agreement shall be true in all material respects on and as of the Closing.

(ii) All material covenants required to be performed by City at or prior to Closing shall have been performed pursuant to the terms of this Agreement.

(iii) Donor shall have obtained a release of the Property from any other tenancies, rights to possession of the Property, monetary liens and encumbrances resulting from deeds of trust, mortgages, financing liens, judgment liens, mechanic's liens, and other similar liens that encumber the Property and reasonably requested by City.

If the conditions listed above are not satisfied as of the Closing, then Donor may either (i) waive the condition, and Closing shall occur in accordance with the terms of this Agreement, or (ii) terminate this Agreement. Notwithstanding the foregoing, if the condition set forth in either clause (i) or clause (ii) of this Section 7(a) is not satisfied because of a default by either party, the non-defaulting party shall be entitled to exercise its remedies described in Section 10. Upon a termination under this Section, the Parties shall have no further obligations to each other under this Agreement except as otherwise specifically set forth in this Agreement.

(b) City's Conditions. City's obligation to consummate this transaction is expressly contingent upon satisfaction of the following conditions precedent:

(i) The representations and warranties of Donor in this Agreement shall be true in all material respects on and as of the Closing.

(ii) All material covenants required to be performed by Donor at or prior to Closing shall have been performed pursuant to the terms of this Agreement.

(iii) Donor shall have obtained a release of the Property from any other tenancies, rights to possession of the Property, monetary liens and encumbrances resulting from deeds of trust, mortgages, financing liens, judgment liens, mechanic's liens, and other similar liens that encumber the Property and reasonably requested by City.

If any of the conditions listed above are not satisfied as of the Closing, then City may either (i) waive the condition, and Closing shall occur in accordance with the terms of this Agreement, or (ii) terminate this Agreement. Notwithstanding the foregoing, if the condition set forth in either clause (i) or clause (ii) of this Section 7(b) is not satisfied because of a default by either party, the non-defaulting party shall be entitled to exercise its remedies described in Section 10. Upon such termination, the Parties shall have no further obligations to each other under this Agreement except as otherwise specifically set forth in this Agreement.

8. Arizona Department of Water Resources Approval. Following execution of this Agreement the City shall at its sole cost and expense, submit to the Arizona Department of Water Resources ("ADWR") all documents necessary and pay all fees associated with transferring ownership of the Well to the City. The City shall thereafter diligently pursue to completion all transactions necessary to ensure ADWR's approval of the Well transfer contemplated herein prior to the Closing. Donor shall cooperate with the City to the maximum extent necessary to complete the transfer of the Well to the City, including delivering all executed documents relating thereto.

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

10. Remedies.

(a) Notice and Cure. If either party hereto shall default in its obligations hereunder, the non-defaulting party shall be entitled to exercise its remedies hereunder only if the non-defaulting party has given written notice to the defaulting party in accordance with this Agreement of the existence of such default and the defaulting party fails to fully cure the same within ten (10) days thereafter.

(b) Donor's Remedies. If City fails to perform when due any other act required by this Agreement, then Donor's sole and exclusive remedy shall be to cancel this Agreement. Such cancellation shall be effective immediately upon Donor giving written notice of cancellation to City and Escrow Agent. The provisions of this Section shall not prevent Donor from enforcing City's obligations and liabilities that survive termination of this Agreement.

(c) City's Remedies. If Donor fails to perform when due any act required by this Agreement to be performed, then City's sole and exclusive remedies shall be to (i) cancel this Agreement and the escrow, without further liability hereunder, such cancellation to be effective immediately upon City giving written notice of cancellation to Donor and Escrow Agent, or (ii) enforce this Agreement through a suit for specific performance. The provisions of this Section shall not prevent City from enforcing Donor's obligations and liabilities that survive termination of this Agreement.

(d) Post-Closing Remedies. The limitations on remedies contained in this Section 12(b) and 12(c) shall apply only to any defaults under this Agreement arising prior to the Closing. The remedies of the Parties hereto for the breach of any agreements, covenants or warranties which this Agreement specifically provides are to survive the Closing shall not be so limited and with respect to such defaults after the date of the Closing the Parties shall have the full right to pursue any remedies available at law or in equity.

11. Notices. 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:

To Donor: Cindy Anderson
315 North Cloverfield Circle
Litchfield Park, Arizona 85340

To the City: City of Avondale
Attn: David Fitzhugh, Acting City Manager
11465 West Civic Center Dr., Suite 280
Avondale, AZ 85323

With a copy to: Gust Rosenfeld PLC
Attn: Andrew McGuire
One East Washington, Suite 1600
Phoenix, AZ 85004

To Escrow Agent: Intravest Title
Attn: Nikki Leonard
20045 North 19th Avenue, Suite 3
Phoenix, AZ 85027

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

12. General.

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Donor of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

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

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

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

(e) Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the City and Donor and its successors-in-ownership and assigns.

(f) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Donor and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

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

(h) Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Donor.

(i) Governing Law; Venue. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

(j) Conflicts of Interest. The Parties acknowledge that this Agreement is subject to cancellation by the City pursuant to Ariz. Rev. Stat. § 38-511 or any successor statute.

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

(l) Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not define, limit, extend, control or affect the meaning or construction of any provision in this Agreement.

(m) Prohibited Persons. Neither City nor Donor, nor any of their respective council members, officers, directors, shareholders, partners, members or affiliates (including direct holders of equity interests in Donor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "**Specifically Designated National and Blocked Persons**" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>) (iii) who commits, threatens to commit or supports "**terrorism**", as that term is defined in EO3224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) – (v) above are herein referred to as a "**Prohibited Person**"). City covenants and agrees that neither City nor any of its respective council members, officers or administrators shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Donor covenants and agrees that neither Donor nor any of its officers, directors, shareholders, partners, members or affiliates (including without limitation direct holders of equity interests in Donor) shall (cc) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or

services, to or for the benefit of a Prohibited Person, or (dd) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive Closing or termination of this Agreement.

(n) Disclosure. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be disclosed to any council member, board, official, officer, party or person as the City or its counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

(o) Public Funds Law. Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be construed or enforced in a manner that violates applicable Arizona law regarding public funds.

(p) Acknowledgement. As of the Effective Date, the Parties acknowledge that the Property is planned to be utilized by the City and Salt River Project Agricultural Improvement and Power District ("SRP") to (i) underground the existing irrigation ditch and re-pipe and construct new irrigation structures and (ii) relocate existing 69kv power poles located along the west side of 107th Avenue, as depicted and described on the SRP Preliminary Plans, attached hereto as Exhibit E and incorporated herein by reference. Donor acknowledges that the information provided in Exhibit E is provided (i) on the express condition that Donor make an independent verification of the accuracy of such information and (ii) without any representations or warranties. Donor shall rely on such information at its sole risk.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date first written above.

CITY:

CITY OF AVONDALE, an Arizona municipal corporation

Date _____

David W. Fitzhugh, Acting City Manager

Attest:

Carmen Martinez, City Clerk

JOHN:

Date

07/06/2014

John Edward Anderson, Jr.

CYNTHIA:

Date

6/9/14

Cynthia Lynn Anderson

STEPHANIE:

Date

6-3-14

Stephanie Kathryn Anderson

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TRUST:

AMENDED AND RESTATED
JOHN E. ANDERSON FAMILY TRUST

Date 6/9/14

By: Cynthia Lynn Anderson
Name: Cynthia Lynn Anderson
Its: Trustee

ESCROW AGENT:

The terms of this Agreement are hereby
accepted and entered into escrow this ____
day of _____, 2014.

INTRAVEST TITLE

By: _____

Name: _____

Its: _____

EXHIBIT A

Legal Description of the Property

**LEGAL DESCRIPTION
RIGHT OF WAY DEDICATIONS
(ANDERSON PROPERTIES)**

The following described Parcels no. 1 and 2 located in the southeast quarter (SE1/4) of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona:

PARCEL NO. 1 (111th Avenue to Roosevelt old Corporate Drive Alignment Remnant)

Commencing at the south quarter corner of said Section 6, being marked by a Maricopa County Highway Department brass cap in handhole per point 54231-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43, from which for a bearing reference the southeast corner of said Section 6, being marked by a City of Avondale brass cap in hand hole, bears North 89° 05' 04" East, 2613.68 feet (combined grid to ground scale factor 1.000126616).

Thence along the north-south mid-section line of said Section 6, North 00° 16' 43" West, 1835.37 feet to the west most northwest corner of that parcel described in Maricopa County Recorders Office Instrument no. 2007-0099665, also being the POINT OF BEGINNING;

Thence continuing along said north-south mid-section line North 00° 16' 43" West, 38.00 feet to the west most southwest corner of that parcel described in Maricopa County Recorders Office Instrument no. 2007-0933123;

Thence leaving said north-south mid-section line, along the south line of said parcel described in Maricopa County Recorders Office Instrument no. 2007-0933123, North 89° 43' 15" East, 95.00 feet to a tangent curve concave northwesterly, having a radius of 460.00 feet;

Thence continuing along said south line of the parcel described in Maricopa County Recorders Office Instrument no. 2007-0933123, along said tangent curve, along an arc length of 413.57 feet, subtended by a angle of 51° 30' 47";

Thence continuing along said south parcel line, along a tangent line, North 38° 12' 28" East, 557.98 feet to a tangent curve concave southeasterly, having a radius of 540.00 feet;

Thence continuing along said south parcel line, along said tangent curve, along an arc length of 269.46 feet, subtended by an angle of 28° 35' 27", to the south line of said parcel described in Instrument no. 2007-0933123, also being the east-west mid-section line of said Section 6, from which the center quarter corner of said Section 6, marked by a 5/8" rebar with 2 inch washer stamped "CRS 28742" per Maricopa County Recorders Office Results of Survey recorded in Book 1075, Page 20, bears South 88° 59' 24" West, 1014.76 feet;

Thence along said south line of parcel Instrument no. 2007-0933123 and along said east-west mid-section line, North $88^{\circ} 59' 24''$ East, 159.20 feet to a non-tangent curve, concave southeasterly, having a radius of 502.00 feet and a radial bearing of North $06^{\circ} 07' 29''$ West, also being a point on the northerly line of that said parcel described in Maricopa County Recorders Office Instrument no. 2007-0099665, said point being South $88^{\circ} 59' 24''$ West, 1454.33 feet from the east quarter corner of said Section 6, being marked by a City of Avondale brass cap in handhole in the position of point 54214-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43;

Thence leaving said east-west mid section line, along the said northerly line of said Maricopa County Recorders Office Instrument no. 2007-0099665, along said non-tangent curve an arc length of 400.12 feet, subtended by an angle of $45^{\circ} 40' 03''$;

Thence continuing along said northerly line of Maricopa County Recorders Office Instrument no. 2007-0099665, along a tangent line, South $38^{\circ} 12' 28''$ West, 557.98 feet to a tangent curve concave northwesterly, having a radius of 498.00 feet;

Thence continuing along said northerly line of Maricopa County Recorders Office Instrument no. 2007-0099665, along said tangent curve, having an arc length of 447.74 feet, subtended by an angle of $51^{\circ} 30' 47''$;

Thence continuing along said northerly line, South $89^{\circ} 43' 15''$ West, 95.00 feet to the POINT OF BEGINNING.

Parcel no. 1 contains 53,305 square feet or 1.224 acres, more or less.

Parcel no. 1 is subject to any interests described in 1923 Maricopa County Recorders Office Book 175 of deeds, Page 206 and in 1922 Maricopa County Recorders Office Book 132 of deeds, Page 392.

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

PARCEL NO. 2 (Roosevelt Street, 107TH Avenue, and Van Buren Street Alignments)

Commencing at the east quarter corner of said Section 6, being marked by a City of Avondale brass cap in handhole in the position of point 54214-1 description on the Record of Survey recorded in Maricopa County Recorders Office Book 686, page 43, from which for a bearing reference the southeast corner of said Section 6, being marked by a City of Avondale brass cap in hand hole, bears South 00° 02' 16" West, 2636.74 feet (combined grid to ground scale factor 1.000126616).

Thence along the east-west mid-section line of said Section 6, South 88° 59' 24" West, 55.01 feet to the west line of the east 55.00 feet of said Section 6, being the POINT OF BEGINNING;

Thence along said west line, South 00° 02' 16" West, 1000.08 feet;

Thence leaving last said west line, parallel with said east-west mid-section line, North 88° 59' 24" East, 22.00 feet to the west line of the east 33.00 feet of said Section 6;

Thence along last said west line, South 00° 02' 16" West, 1301.97 feet to the east most north line of the parcel described in Maricopa County Recorders Office instrument no. 2006-0457064;

Thence leaving last said west line, along said north parcel line, North 89° 57' 44" West, 22.00 feet back to the said west line of the east 55.00 feet of Section 6;

Thence along last said west line, also being the east most west line of said parcel described in Maricopa County Recorders Office instrument no. 2006-0457064, South 00° 02' 16" West, 230.00 feet to the north line of the south 105.00 feet of said Section 6;

Thence leaving last said west line, continuing along said parcel line per instrument no. 2006-0457064, South 44° 34' 09" West 57.04 feet to the intersection of the west line of the east 95.00 feet of said Section 6, with the north line of the south 65.00 feet of said Section 6;

Thence along said north line of the south 65.00 feet of Section 6, continuing along said parcel line per instrument no. 2006-0457064, South 89° 05' 04" West, 837.08 feet to the west most east line of said parcel per instrument no. 2006-0457064;

Thence leaving said north line of the south 65 feet of Section 6, along said west most east line of parcel per instrument no. 2006-0457064, North 00° 54' 56" West, 20.00 feet to the north line of the south 85.00 feet of said Section 6;

Thence leaving said west most east line of parcel per instrument no. 2006-0457064, along last said north line, North 89° 05' 04" East, 613.45 feet;

Thence leaving last said north line, North 68° 38' 52" East, 42.96 feet to the north line of the south 100.00 feet of said Section 6;

Thence along last said north line, North 89° 05' 04" East, 138.96 feet to the west line of the east 140.00 feet of said Section 6;

Thence leaving last said north line, along last said west line, North 00° 02' 16" East, 167.56 feet;

Thence leaving last said west line, North 03° 51' 04" East, 225.54 feet to the west line of the east 125.00 feet of said Section 6;

Thence along last said west line, North 00° 02' 16" East, 1008.93 feet;

Thence leaving last said west line, North 01° 03' 23" West, 785.58 feet back to said west line of the east 140.00 feet of said Section 6;

Thence continuing along last said west line, North 00° 02' 16" East, 259.52 feet to the south line of the north 90.00 feet of the said southeast quarter of Section 6;

Thence leaving last said west line, along said south line, South 88° 59' 24" West, 1226.42 feet back to said west most east line of the parcel per instrument no. 2006-0457064;

Thence leaving said south line, along said west most east line, North 01° 00' 39" West, 90.00 feet back to said east-west mid-section line of Section 6;

Thence along said east-west mid-section line, North 88° 59' 24" East, 1313.09 feet to the POINT OF BEGINNING;

Parcel no. 2 contains 352,392 square feet or 8.090 acres, more or less.

Parcel no. 2 is subject to any interests described in 1922 Maricopa County Recorders Office Book 132 of deeds, Page 392.

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



expires 3/31/16

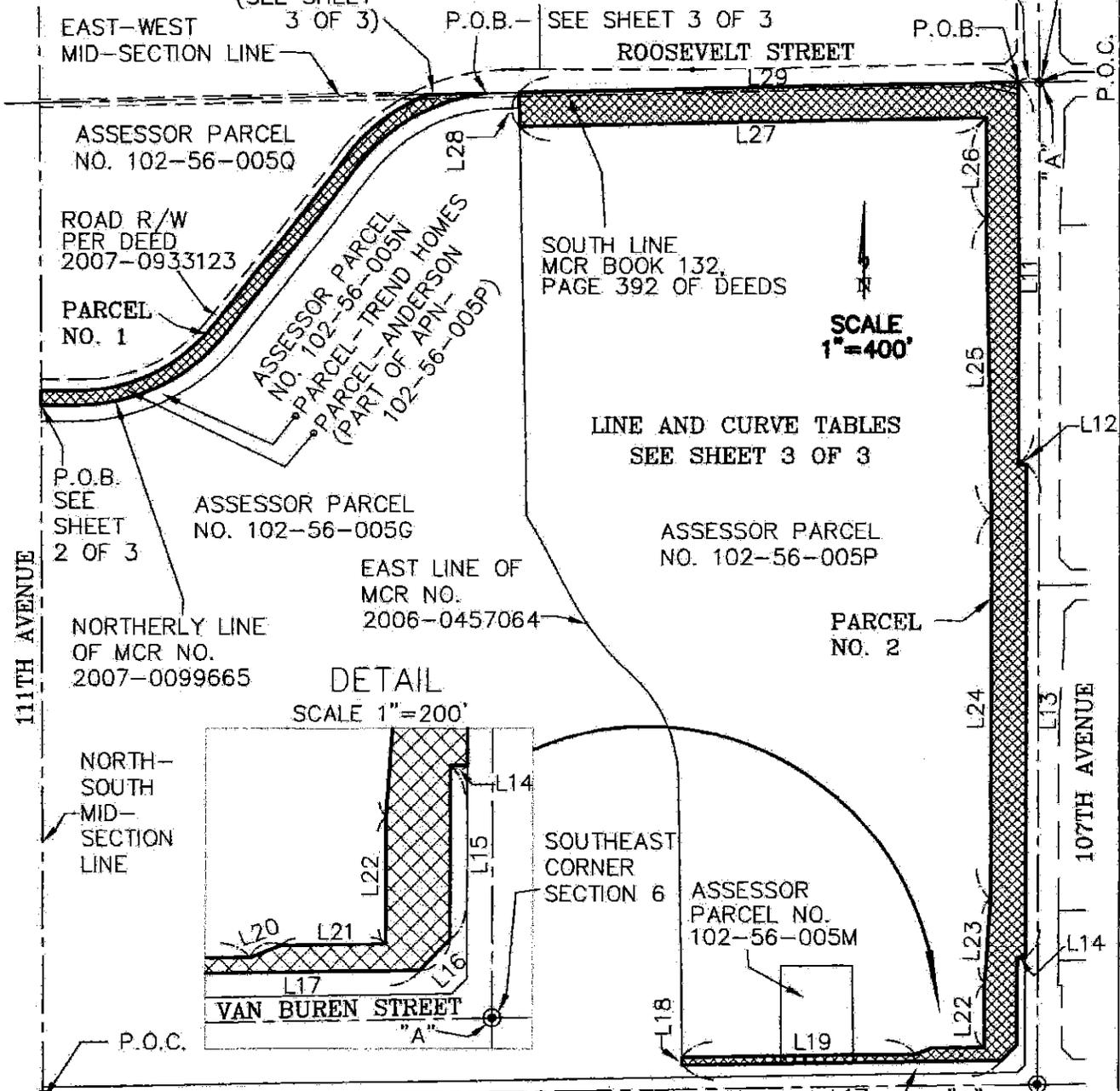
EXHIBIT MAP

PARCEL NO. 2
(SEE SHEET 3 OF 3)

PAGE 1 OF 3

P.O.B. - SEE SHEET 3 OF 3

EAST QUARTER
CORNER SECTION 6

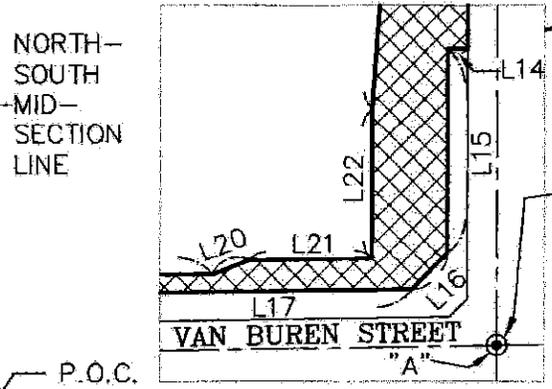


111TH AVENUE

107TH AVENUE

DETAIL

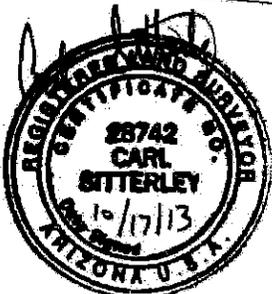
SCALE 1"=200'



MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE
SOUTH QUARTER CORNER
SECTION 6

VAN BUREN STREET L17 "A"

PER MCR NO. 2006-0457064



EXPIRES 03/31/2016

PROPOSED RIGHT OF WAY

"A" = CITY OF AVONDALE
BRASS CAP IN HANDHOLE

MCR = MARICOPA COUNTY
RECORDERS

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCING

CRS

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

CENTER QUARTER CORNER
MONUMENT 5/8" REBAR
SECTION 6

EXHIBIT MAP

PAGE 2 OF 3

EAST QUARTER
CORNER SECTION 6
"A"

SOUTH LINE
MCR BOOK 132,
PAGE 392 OF DEEDS

L9

R2
RADIAL

L8

R1
RADIAL

L6

ROAD R/W PER DEED
2007-0933123

UNDEFINED WIDTH
MCR BOOK 175,
PAGE 206 OF DEEDS

PARCEL
NO. 2
(SEE SHEET
1 OF 3)

ASSESSOR PARCEL
NO. 102-56-005N (P)
PARCEL ANDERSON

PARCEL
NO. 1

ASSESSOR PARCEL
NO. 102-56-005N
PARCEL TREND HOMES

ASSESSOR PARCEL
NO. 102-56-005G

NORTHERLY LINE
OF MCR NO.
2007-0099665

UNDEFINED WIDTH
MCR BOOK 175,
PAGE 206 OF DEEDS

LINE AND CURVE TABLES
SEE SHEET 3 OF 3

111TH AVENUE

NORTH-
SOUTH
MID-
SECTION
LINE

SOUTH QUARTER CORNER
SECTION 6
MARICOPA COUNTY
HIGH WAY DEPARTMENT
BRASS CAP IN HANDHOLE

SCALE
1"=200'



EXPIRES 03/31/2016

PROPOSED RIGHT OF WAY

"A"= CITY OF AVONDALE
BRASS CAP IN HANDHOLE

MCR=MARICOPA COUNTY
RECORDERS

P.O.B.= POINT OF BEGINNING

P.O.C.= POINT OF COMMENCING

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

P.O.C.

L1

L2

L3

L5

C1

C4

L4

L7

C2

C3

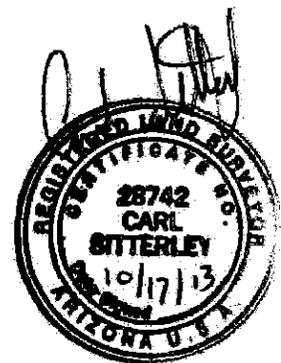
EXHIBIT MAP

PAGE 3 OF 3

LINE TABLE		
LINE	LENGTH	BEARING
L1	1835.37	S00°16'43"E
L2	38.00	N00°16'43"W
L3	95.00	N89°43'15"E
L4	557.98	N38°12'28"E
L5	95.00	S89°43'15"W
L6	1454.33	S88°59'24"W
L7	557.98	S38°12'28"W
L8	159.20	N88°59'24"E
L9	1014.76	S88°59'24"W
L10	55.01	S88°59'24"W
L11	1000.08	S00°02'16"W
L12	22.00	N88°59'24"E
L13	1301.97	S00°02'16"W
L14	22.00	N89°57'44"W
L15	230.00	S00°02'16"W
L16	57.04	S44°34'09"W
L17	837.08	S89°05'04"W
L18	20.00	N00°54'56"W
L19	613.45	N89°05'04"E
L20	42.96	N68°38'52"E
L21	138.96	N89°05'04"E
L22	167.56	N00°02'16"E
L23	225.54	N03°51'04"E
L24	1008.93	N00°02'16"E
L25	785.58	N01°03'23"W
L26	259.52	N00°02'16"E
L27	1226.42	S88°59'24"W
L28	90.00	N01°00'39"W
L29	1313.09	N88°59'24"E

CURVE TABLE			
	R	L	DELTA
C1	460.00	413.57	51°30'47"
C2	540.00	269.46	28°35'27"
C3	502.00	400.12	45°40'03"
C4	498.00	447.74	51°30'47"

RADIAL TABLE	
R1	N06°07'29"W
R2	N23°12'05"W



EXPIRES 03/31/2016

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

Exhibit B
Well and Equipment

Generally located at the southwest corner of Roosevelt Street and 107th Avenue, Avondale Arizona; being situated in the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 6, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, one existing groundwater well, consisting of a 20-inch casing to a depth of 430 feet with a maximum pump capacity of 2,300 gallons per minute, Arizona Department of Water Resources, Registry No. 55-605643,

Johnson Turbine Pump
Well casing (> 10 inches)
55 gallon drip oil drum
Main disconnect box with two additional electrical cabinets
Three oil transformers
Electric motor (approximately 250 HP)

EXHIBIT C

DEED

When recorded mail to:

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

Exempt from Affidavit of Property Value Pursuant to Ariz. Rev. Stat. §11-1134(A)(7)

SPECIAL WARRANTY GIFT DEED

JOHN EDWARD ANDERSON JR, a married man ("**John**"), CYNTHIA LYNN ANDERSON, a single woman ("**Cynthia**"), STEPHANIE KATHRYN ANDERSON, a single woman ("**Stephanie**") and THE AMENDED AND RESTATED JOHN E. ANDERSON FAMILY TRUST, an Arizona duly created trust ("**Trust**") (John, Cynthia, Stephanie and Trust are collectively, "**Donor**") hereby grant and convey to the **CITY OF AVONDALE**, an Arizona municipal corporation ("**City**"), as a gift and without the receipt of consideration, the following-described property situated in Maricopa County, Arizona (the "**Property**"):

See Exhibit A attached hereto.

To have and to hold unto the City forever, the Property free, clear and discharged of and from all matters whatsoever, except current taxes and other current assessments; patent reservations; all easements, encumbrances, liens, obligations, liabilities or other matters of record or to which reference is made in the public record; any and all conditions, easements, encroachments, rights-of-way, restrictions, below, and other matters which a physical inspection would reveal; and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Property.

Donor hereby binds itself and its successors to warrant and defend the title, as against all acts of Donor herein and no other, subject to the matters above set forth.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT A
Property

EXHIBIT D

BILL OF SALE

BILL OF SALE

AMONG

**JOHN EDWARD ANDERSON JR., CYNTHIA LYNN ANDERSON,
STEPHANIE KATHRYN ANDERSON, THE AMENDED AND RESTATED JOHN E.
ANDERSON FAMILY TRUST**

AND

THE CITY OF AVONDALE

As a gift and without consideration, JOHN EDWARD ANDERSON JR, a married man (“**John**”), CYNTHIA LYNN ANDERSON, a single woman (“**Cynthia**”), STEPHANIE KATHRYN ANDERSON, a single woman (“**Stephanie**”) and THE AMENDED AND RESTATED JOHN E. ANDERSON FAMILY TRUST, an Arizona duly created trust (“**Trust**”) (John, Cynthia, Stephanie and Trust are collectively, “**Donor**”) hereby grants and transfers unto the **CITY OF AVONDALE**, an Arizona municipal corporation (“**City**”), and its assigns, to have and to hold forever, the equipment and personal property described on Exhibit 1 annexed hereto and incorporated herein by this reference (the “**Well**”).

Furthermore, Donor warrants that it is the lawful owner of the Well and hereby certifies, under oath, that it has good right to transfer the same as aforesaid, and that the Well is free and clear of all claims, liens, and other encumbrances whatsoever. Donor further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

THE WELL IS BEING TRANSFERRED TO AND ACCEPTED TO THE CITY IN ITS “AS IS” “WHERE IS” CONDITION AND WITH ALL FAULTS, KNOWN OR UNKNOWN, AND DONOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE WELL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The City agrees to pay all costs, fees and taxes, if any, associated with the transfer of the Well to the City. Donor agrees to execute and deliver to the City such certificate(s) of title or other instruments of transfer, assignment and conveyance and all consents of third Parties necessary thereto, in form and substance reasonably satisfactory to the City, to effectively vest in the City good indefeasible, marketable and merchantable title to the Well, free and clear of all security interests, liens, claims or encumbrances of any nature or kind whatsoever.

[SIGNATURES ON FOLLOWING PAGE]

"JOHN"

John Edward Anderson, Jr.
John Edward Anderson, Jr.

Date

"CYNTHIA"

Cynthia Lynn Anderson
Cynthia Lynn Anderson

6/9/14
Date

"STEPHANIE"

Stephanie Kathryn Anderson
Stephanie Kathryn Anderson

6-3-14
Date

"TRUST"

THE AMENDED AND RESTATED
JOHN E. ANDERSON FAMILY TRUST

By: Cynthia Lynn Anderson

Name: Cynthia Lynn Anderson

Its: Trustee

EXHIBIT 1

Well and Equipment

Generally located at the southwest corner of Roosevelt Street and 107th Avenue, Avondale Arizona; being situated in the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 6, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, one existing groundwater well, consisting of a 20-inch casing to a depth of 430 feet with a maximum pump capacity of 2,300 gallons per minute, Arizona Department of Water Resources, Registry No. 55-605643,

Johnson Turbine Pump

Well casing (> 10 inches)

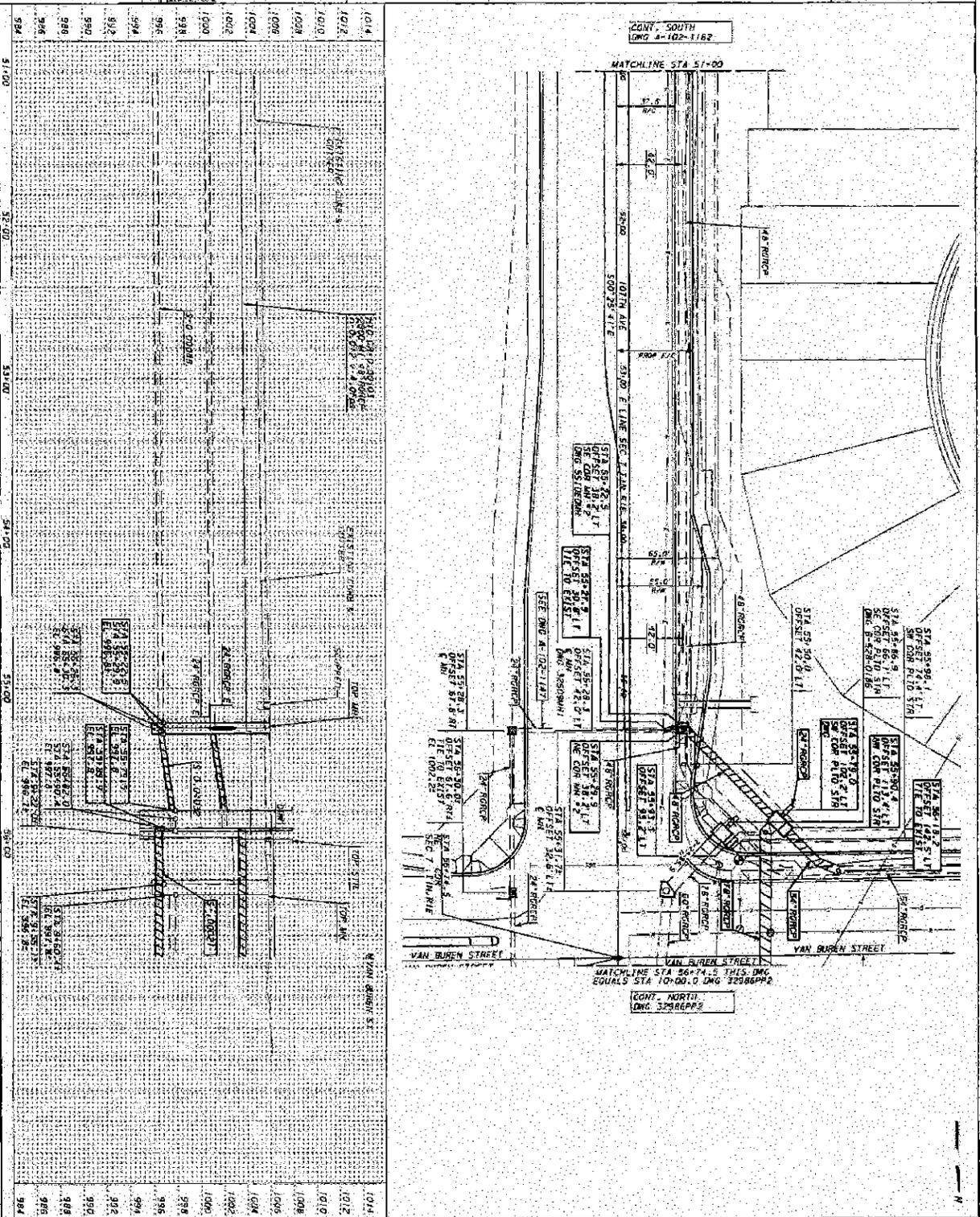
55 gallon drip oil drum

Main disconnect box with two additional electrical cabinets

Three oil transformers

Electric motor (approximately 250 HP)

EXHIBIT E
SRP Preliminary Plans



CONSTRUCTION NOTES

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL WORK DONE.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL MATERIALS USED.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL LABORERS EMPLOYED.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL EQUIPMENT USED.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL SAFETY INCIDENTS.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL ACCIDENTS.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL COMPLAINTS.
11. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL DEFECTS.
12. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL REVISIONS.
13. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL CORRECTIONS.
14. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL AS-BUILT DRAWINGS.
15. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL FINAL INSPECTIONS.
16. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL FINAL APPROVALS.
17. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL FINAL REPORTS.
18. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL FINAL DOCUMENTS.
19. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL FINAL RECORDS.
20. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL FINAL FILES.

ELEVATION EQUATION:



REVISIONS:

NO.	DATE	DESCRIPTION
1	12/14/14	ISSUED FOR PERMIT
2	12/14/14	ISSUED FOR PERMIT

SALT RIVER PROJECT
 GRAND CANAL
 LATERAL 23.0
 SEC 7 T1N R1E
 700 N/O 16/8 COR
 TO NE COR

DESIGNER: S&B ENGINEERS, INC.
CHECKED: J. B. BROWN
DATE: 12/14/14

SCALE: 1" = 20'-0"

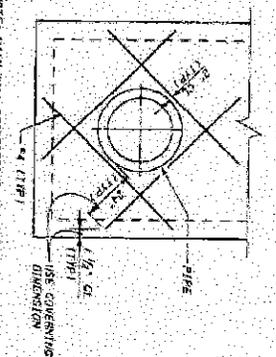
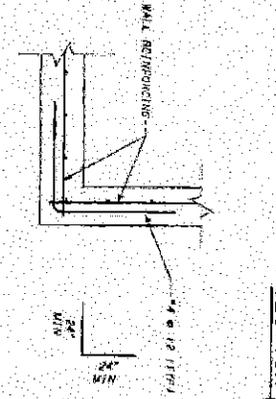
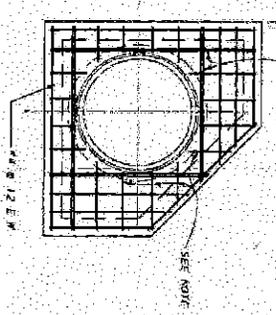
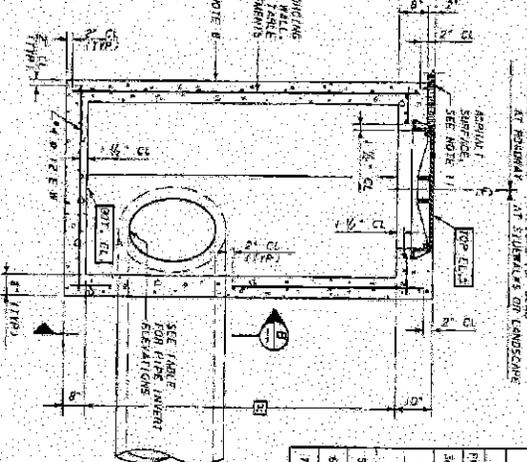
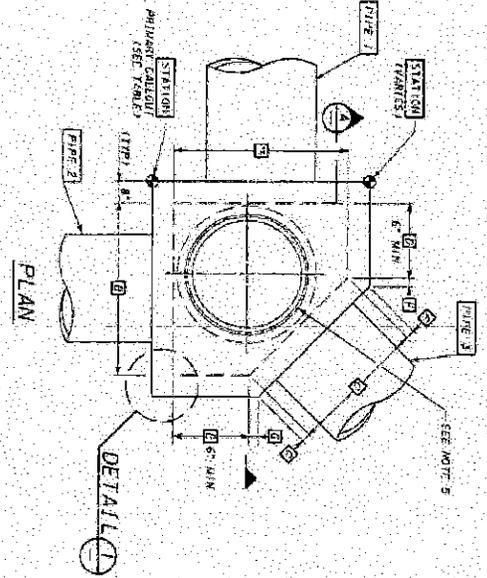
PROJECT NO.: 329866P1

SHEET NO.: 2

MANHOLE CONSTRUCTION DATA

MANHOLE NUMBER	STATION	REFERENCE	MANHOLE DIMENSIONS			MANHOLE LOCATION
			TOP EL.	BOT. EL.	TYPE	
2	57+22.5	15986691	396.0	348.0	1000.0	SEE NOTE 7

MINIMUM REQUIREMENTS	REINFORCING STEEL
PIPE DIAMETER	48"
PIPE LENGTH	50'
PIPE WALL THICKNESS	1.1 LAYER
PIPE WALL WEIGHT	64.5 W/100' L
PIPE WALL STRENGTH	104'



DESIGN CRITERIA

1. STRUCTURAL - CONCRETE SHALL BE 3000 PSI / 4.0 DAYS (AASHTO 4.1) AND 5000 PSI / 28 DAYS (AASHTO 4.1) AND 5000 PSI / 28 DAYS (AASHTO 4.1).
2. REINFORCING STEEL SHALL COMPLY WITH REQUIREMENTS OF ASTM A615 OR A615M. ALL STEEL SHALL BE ASTM A615 GRADE 60 AND HEAVY WIRE FABRIC SHALL CONFORM TO ASTM A185.
3. CONCRETE REINFORCEMENT SHALL BE PER OF C1305.
4. SEE PLAN AND PROFILE DRAWINGS FOR CORRECT ORIENTATION OF MANHOLE.
5. STATIONING SHALL BE CAST FROM MANHOLE FLANGE TO TOP OF MANHOLE COVER. STATIONING SHALL BE PURCHASED FROM MANHOLE FLANGE AND COVER.
6. NOT TO BE USED FOR STAKING. EXACT TOP ELEVATION TO BE SET BY CONTRACTOR'S ENGINEER BASED ON CUSTOMER'S PLACING & GRADING PLANS.
7. FIELD JOINT REPAIR AT MANHOLE.
8. DURABLE SEAL BE PLACED WITH NO GAPS DURING ALL CONCRETE PLACEMENT.
9. DIMENSIONS SHALL NOT EXCEED 10%.
10. TOP FINISHING MANHOLE, UTILITY HEAD SHALL NOT EXCEED 1\"/>

NOTES

REFERENCES

- REINFORCING SPECIFICATION - SIP 02210
- CONCRETE SPECIFICATION - SIP 02100
- CONCRETE PLACEMENT SPECIFICATION - CP 03355

DESIGN FOR CONSTRUCTION

NO.	DATE	BY	CHK	APP.	DATE
1	11/15/2010	J. S. HARRIS	J. S. HARRIS	J. S. HARRIS	11/15/2010

S&P SALT RIVER PROJECT
SALT RIVER PROJECT
SALT RIVER PROJECT

FIVE-SIDED MANHOLE PLANS, SECTIONS AND DETAILS

SCALE: PLAN 1\"/>

DATE	11/15/2010
BY	J. S. HARRIS
CHK	J. S. HARRIS
APP.	J. S. HARRIS
DATE	11/15/2010

5512EDM.H, R01

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into by and between the CITY OF AVONDALE, an Arizona municipal corporation (the "City"), and THE CHARTER SCHOOL FUND – AVONDALE, LLC., an Arizona limited liability company, and TCSF PWB – AVONDALE, LLC, an Idaho limited liability company (collectively, the "Donor"), (the City and the Donor are sometimes collectively referred herein as the "Parties"). The "Effective Date" of this Agreement is the date on which this Agreement is fully executed by all Parties hereto, as indicated by the latest date on the signature pages of this Agreement.

RECITALS

A. The City desires to acquire ± 1.03 acres of that certain land owned by Donor and located in Avondale, Arizona, situated in Maricopa County, Arizona, (the "Property"), as legally described in Exhibit A attached hereto and incorporated herein by reference.

B. Donor desires to donate the Property to the City, subject to the terms and conditions of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the City and Donor, intending to be legally bound, state, confirm and agree as follows:

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein by this reference.

2. Donation. Donor hereby agrees to donate and convey to the City, and the City hereby agrees to accept title to, the Property. The Property shall be conveyed to the City by a Special Warranty Gift Deed (the "Deed") substantially in the form attached as Exhibit B hereto and incorporated herein by this reference.

3. Donative Intent/Tax Credit. The City acknowledges that Donor has no obligation to donate the Property to the City. If Donor seeks a tax deduction for the donation, Donor will have to obtain an appraisal of the Property at Donor's sole cost.

4. Escrow Dates; Right of Access. Escrow shall be deemed open on the date (the "Opening Date") when one fully executed original of this Agreement has been delivered to Escrow Agent, as defined below. Escrow Agent shall advise City and Donor in writing of the Opening Date. The date of recordation of the Deed with the Maricopa County Recorder's office shall be referred to hereinafter as the **Closing**. The Closing shall occur at a place and time mutually agreed upon by the Parties, within thirty (30) days after the end of the Feasibility Period (defined in Section 8 below), which date shall be referred to as the "**Closing Date.**" Donor shall pay all real property taxes and assessments levied and accrued against the Property through the date of Closing. The City shall pay all other costs and expenses associated with the Closing, including without limitation, escrow fees, recording fees, title report, document



CITY COUNCIL AGENDA

SUBJECT: Donation Agreement – Legacy Charter School
MEETING DATE: 7/7/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting that the City Council approve a Donation Agreement with Legacy Charter School for right-of-way for the Van Buren Multi-Use Corridor located west of Fairway Drive and east of 127th and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On May 20, 2013 City Council approved Resolution 3110-513 authorizing an Intergovernmental Agreement with Maricopa County Flood Control District for the Van Buren Drainage-Recreation Corridor Project, more commonly referred to as the Van Buren Multi-Use Corridor Project. On March 17, 2014, City Council approved Ordinance 1541-314, acquiring right-of-way located west of Fairway Drive and east of 127th Avenue for the Van Buren Multi-Use Corridor Project.

DISCUSSION:

The Legacy Charter School which is located at 12320 W. Van Buren Street, is proposing to expand with an additional building south of the existing Charter School buildings. This places the new building in direct conflict with the proposed Multi-Use Corridor Project. An approximate 90 foot wide by 556 feet long strip of right-of-way will be used for the Van Buren Multi-Use Corridor Project.

City staff and Legacy representatives met and have agreed to the following terms:

- Legacy Charter School will donate all the required rights-of-way, access and maintenance easement and TCE.
- Legacy Charter School will be responsible for the maintenance of the portion of the existing cul-de-sac that is required for the Multi-Use Corridor Project.
- The City will modify the design plans and extend the box culvert to Legacy Charter School's westerly property line. Currently, the design calls for a box culvert to convey drainage from the Van Buren Street/Fairway Drive intersection past the existing Legacy Charter School cul-de-sac. This change entails extending the box culvert approximately 465 feet. It is estimated that extending the box culvert would cost the City an additional \$389,000 (the difference between constructing an open channel versus a box culvert for a length of 465 feet). However, through the donation of the rights-of way, access and maintenance easement and TCE which appraised for \$213,833, the total cost would be off-set/reduced to approximately \$175,167. Attempting to condemn the required rights-of-way would entail a costly and lengthy endeavor with no guaranteed favorable outcome.

The donation of the required rights-of-way for the proposed Van Buren Multi-Use project is the first and most important step. Once the donation of rights-of-way is finalized by the recording of the Special Warranty Gift Deed, the City can provide Legacy Charter School with a maintenance easement. The access and maintenance easement will consist of a portion of the existing cul-de-sac that is required for the Multi-Use Corridor Project and has a gross area of 7,422 square feet.

BUDGET IMPACT:

Although the donation of the right-of-way will have no immediate budgetary impact, upon construction of the Van Buren Multi-Use Corridor project, the City will incur an additional \$175,167 in construction costs. Funding for the additional construction costs and for all expenses associated with the Closing and legal fees for the acquisition of the property, is available in CIP Street Fund Line Item No 304-1286-00-8420, Van Buren Multi-Use Corridor. The Flood Control District is expected to pay a proportionate share of the right-of-way cost under the terms of the IGA. The future granting of the access and maintenance easement from the City to the Legacy Charter School and the granting of a temporary construction easement from Legacy Charter School to the City will have no budgetary impact.

RECOMMENDATION:

Staff recommends that the City Council approve a Donation Agreement with Legacy Charter School for right-of-way for the Van Buren Multi-Use Corridor located west of Fairway Drive and east of 127th and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

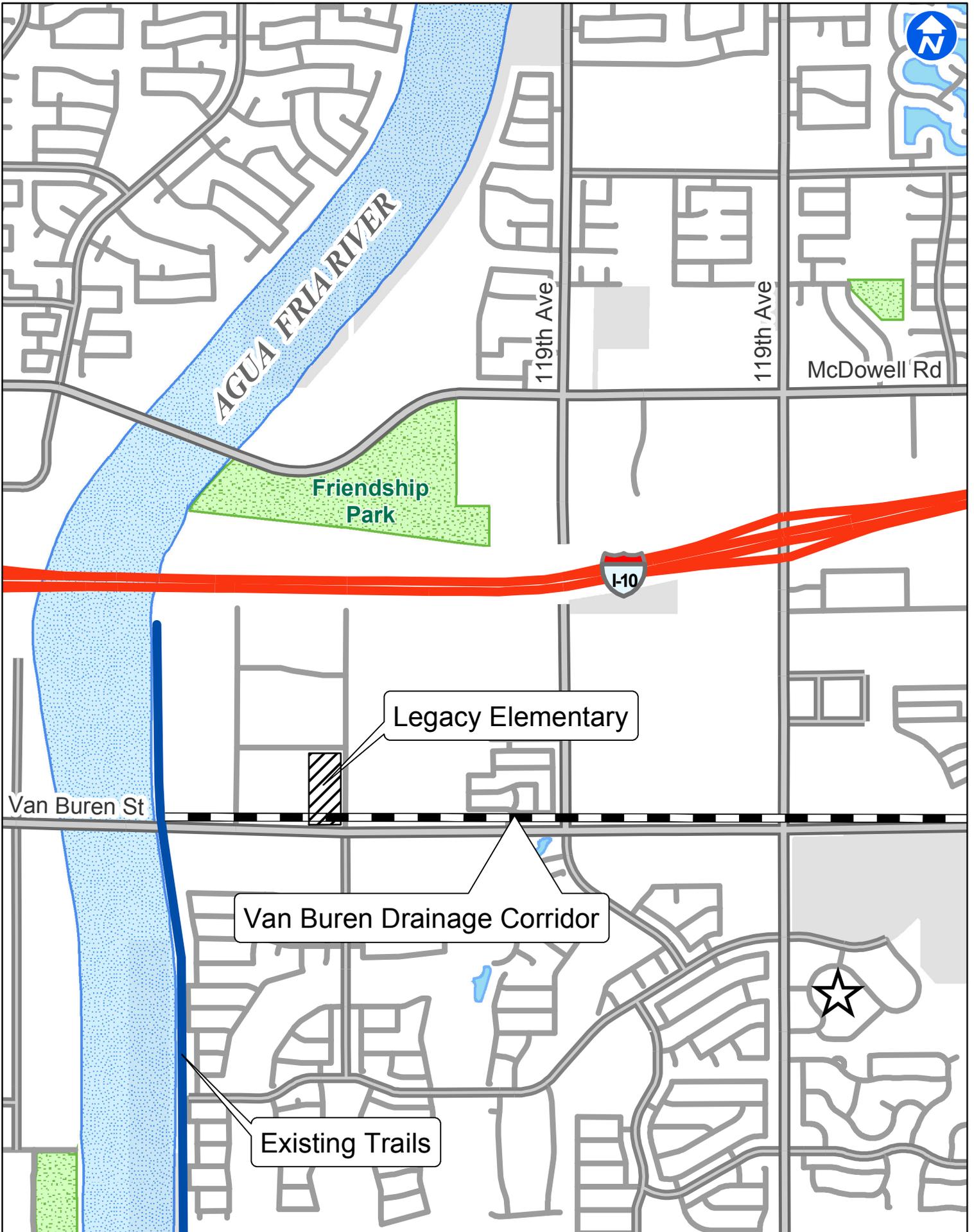
ATTACHMENTS:

Description

[Vicinity Map](#)

[Donation Agreement](#)

City of Avondale



Vicinity Map
Legacy Elementary

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RECITALS

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B. Donor desires to donate the Property to the City, subject to the terms and conditions of this Agreement.

AGREEMENTS

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2. **Donation.** Donor hereby agrees to donate and convey to the City, and the City hereby agrees to accept title to, the Property. The Property shall be conveyed to the City by a Special Warranty Gift Deed (the “**Deed**”) substantially in the form attached as **Exhibit B** hereto and incorporated herein by this reference.

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Closing, including without limitation, escrow fees, recording fees, title report, document handling, and any policy of title insurance required by the City. The City and its employees, agents, and contractors are hereby granted access to the Property during the escrow to investigate and test the Property and conduct other due diligence activities at the City's sole discretion.

5. “AS IS” Donation/Disclaimer of Warranties. City acknowledges that, except to the extent specifically set forth in this Agreement and in other documents related to this Agreement and the transaction described herein executed and delivered by Donor at Closing, it and its representatives have fully inspected the Property, or have been or will be provided with an adequate opportunity to do so prior to Closing, are or will be fully familiar with the physical condition thereof, and the feasibility of this transaction, including, without limitation, all environmental conditions whether on-site or off-site, patent or latent, pertaining to the surface or subsurface soil, air, surface water or ground water on-site or off-site; and that the Property to be donated to the City in an **“as is”** and **“where is”** condition and with all existing faults and defects as a result of such inspections and investigations and not in reliance on any agreement, understanding, condition, warranty (including, without limitation, warranties of habitability, merchantability or fitness for a particular purpose) or representation made by Donor or any agent, employee or principal of Donor or any other party (except as otherwise expressly elsewhere provided in this Agreement) as to the physical condition of the Property or the areas surrounding the Property, or as to any other matter whatsoever, including, without limitation, as to any permitted use thereof, the zoning classification thereof or compliance thereof with federal, state or local laws.

6. Representations and Warranties.

(a) Representations and Warranties of the City. The City covenants, represents and warrants to Donor that:

(i) The City has full right, power, ability and authority to enter into and carry out this Agreement and the transactions contemplated hereby.

(ii) The person signing below on behalf of the City is duly authorized to execute this Agreement and to bind the City hereto.

(iii) This Agreement is binding and enforceable against the City in accordance with its terms.

(b) Representations and Warranties of Donor. Donor covenants, represents and warrants to the City that:

(i) Donor has full right, power, ability and authority to enter into and carry out this Agreement and the transactions contemplated hereby. Donor is not prohibited from consummating the transactions contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(ii) The person signing below on behalf of Donor is duly authorized to execute this Agreement and to bind the Donor hereto.

(iii) This Agreement is binding and enforceable against the Donor in accordance with its terms.

7. Conditions to Closing.

(a) Donor's Conditions. Donor's obligation to consummate this transaction is expressly contingent upon satisfaction of the following conditions precedent:

(i) The representations and warranties of City in this Agreement shall be true in all material respects on and as of the Closing.

(ii) All material covenants required to be performed by City at or prior to Closing shall have been performed pursuant to the terms of this Agreement.

If the conditions listed above are not satisfied as of the Closing, then Donor may either (i) waive the condition, and Closing shall occur in accordance with the terms of this Agreement, or (ii) terminate this Agreement. Notwithstanding the foregoing, if the conditions set forth in either clause (i) or clause (ii) of this Section 7(a) are not satisfied because of a default by either party, the non-defaulting party shall be entitled to exercise its remedies described in Section 9. Upon a termination under this Section, the Parties shall have no further obligations to each other under this Agreement except as otherwise specifically set forth in this Agreement.

(b) City's Conditions. City's obligation to consummate this transaction is expressly contingent upon satisfaction of the following conditions precedent:

(i) The representations and warranties of Donor in this Agreement shall be true in all material respects on and as of the Closing.

(ii) All material covenants required to be performed by Donor at or prior to Closing shall have been performed pursuant to the terms of this Agreement.

(iii) Donor shall have obtained a release of the Property from any other tenancies, rights to possession of the Property, monetary liens and encumbrances resulting from deeds of trust, mortgages, financing liens, judgment liens, mechanic's liens, and other similar liens that encumber the Property and reasonably requested by City.

If any of the conditions listed above are not satisfied as of the Closing, then City may either (i) waive the condition, and Closing shall occur in accordance with the terms of this Agreement, or (ii) terminate this Agreement. Notwithstanding the foregoing, if the conditions set forth in either clause (i) or clause (ii) of this Section 7(b) are not satisfied because of a default by either party, the non-defaulting party shall be entitled to exercise its remedies described in Section 9. Upon such termination, the Parties shall have no further obligations to each other under this Agreement except as otherwise specifically set forth in this Agreement.

8. Contingencies. City shall have sixty (60) days after the Effective Date (the “**Feasibility Period**”) to determine the feasibility of the City’s planned development of the Property. At any time prior to the end of the Feasibility Period, the City may, for any reason in its sole and absolute discretion, cancel this Agreement. If the City does not cancel this Agreement by providing written notice to the Donor and Escrow Agent prior to the expiration of the Feasibility Period, the City shall be deemed to have disapproved the feasibility of the City’s planned development of the Property, in which event this Agreement shall be terminated.

9. Remedies.

(a) Notice and Cure. If either party hereto shall default in its obligations hereunder, the non-defaulting party shall be entitled to exercise its remedies hereunder only if the non-defaulting party has given written notice to the defaulting party in accordance with this Agreement of the existence of such default and the defaulting party fails to fully cure the same within ten (10) days thereafter.

(b) Donor's Remedies. If City fails to perform when due any other act required by this Agreement, then Donor's sole and exclusive remedy shall be to cancel this Agreement. Such cancellation shall be effective immediately upon Donor giving written notice of cancellation to City and Escrow Agent. The provisions of this Section shall not prevent Donor from enforcing City's obligations and liabilities that survive termination of this Agreement.

(c) City's Remedies. If Donor fails to perform when due any act required by this Agreement to be performed, then City's sole and exclusive remedies shall be to (i) cancel this Agreement and the escrow, without further liability hereunder, such cancellation to be effective immediately upon City giving written notice of cancellation to Donor and Escrow Agent, or (ii) enforce this Agreement through a suit for specific performance. The provisions of this Section shall not prevent City from enforcing Donor's obligations and liabilities that survive termination of this Agreement.

(d) Post-Closing Remedies. The limitations on remedies contained in this Section 9(b) and 9(c) shall apply only to any defaults under this Agreement arising prior to the Closing. Subject to Section 11(o), the remedies of the Parties hereto for the breach of any agreements, covenants or warranties which this Agreement specifically provides are to survive the Closing shall not be so limited and with respect to such defaults after the date of the Closing the Parties shall have the full right to pursue any remedies available at law or in equity.

10. Notices. 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:

To Donor: Charter School Fund –Avondale, LLC
Attn: Jason Kotter
420 East State Street, Suite 130
Eagle, Idaho 83616

TCSF PWB – Avondale, LLC
Attn: _____

To the City: City of Avondale
Attn: David Fitzhugh, Acting City Manager
11465 W. Civic Center Dr., Suite 280
Avondale, Arizona 85323

With a copy to: Gust Rosenfeld PLC
Attn: Andrew McGuire
One East Washington, Suite 1600
Phoenix, Arizona 85004

To Escrow Agent: Attn: Nikki Leonard
Intravest Title
20045 North 19th Avenue, Building 10, Suite 3
Phoenix, Arizona 85027

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.

11. General.

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Donor of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

(b) Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys'

fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

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

(e) Successors and Assigns. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

(f) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Donor and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

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

(h) Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Donor.

(i) Governing Law; Venue. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

(j) Conflicts of Interest. Notice is hereby given that the provisions of Ariz. Rev. Stat. § 38-511 are applicable to this Agreement and are hereby incorporated herein as though set forth in its entirety.

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

(l) Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not define, limit, extend, control or affect the meaning or construction of any provision in this Agreement.

(m) Prohibited Persons. Neither City nor Donor, nor any of their respective council members, officers, directors, shareholders, partners, members or affiliates (including direct holders of equity interests in Donor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“**EO13224**”), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control (“**OFAC**”) most current list of “**Specifically Designated National and Blocked Persons**” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>) (iii) who commits, threatens to commit or supports “**terrorism**”, as that term is defined in EO3224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) – (v) above are herein referred to as a “**Prohibited Person**”). City covenants and agrees that neither City nor any of its respective council members, officers or administrators shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Donor covenants and agrees that neither Donor nor any of its officers, directors, shareholders, partners, members or affiliates (including without limitation direct holders of equity interests in Donor) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive Closing or termination of this Agreement.

(n) Disclosure. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be disclosed to any council member, board, official, officer,

party or person as the City or its counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

(o) Non-Appropriation of Funds. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then current fiscal year term for which such funds were appropriated and budgeted for such purpose and City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. City shall keep the Donor informed as to the availability of funds for this Agreement. The obligation of City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of City. The Donor hereby waives any and all rights to bring any claim against the City from or relating in any way to City's termination of this Agreement pursuant to this Section (p).

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:

CITY OF AVONDALE, an Arizona municipal corporation

Date _____

Kenneth N. Weise, Mayor

Attest:

Carmen Martinez, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DONOR:

THE CHARTER SCHOOL FUND – AVONDALE, LLC,
an Arizona limited liability company

By: TPC COMMERCIAL, LLC,
an Idaho limited liability company, Manager

By: TPC REAL ESTATE DEVELOPMENT
SERVICES, INC., an Idaho corporation,
Manager

Date 5/21/2014

By: 
Caleb Roope, President

DONOR:

TCSF PWB – AVONDALE, LLC,
an Idaho limited liability company

By: THE CHARTER SCHOOL FUND – PWB, LLC,
an Idaho limited liability company, Member

Date _____

By: _____
Jason Kotter, Member

ESCROW AGENT: The terms of this Agreement are hereby
accepted and entered into escrow this _____
day of _____, 2014.

INTRAVEST TITLE

By: _____

Name: _____

Its: _____

DONOR:

THE CHARTER SCHOOL FUND – AVONDALE, LLC,
an Arizona limited liability company

By: TPC COMMERCIAL, LLC,
an Idaho limited liability company, Manager

By: TPC REAL ESTATE DEVELOPMENT
SERVICES, INC., an Idaho corporation,
Manager

Date _____

By: _____
Caleb Roope, President

DONOR:

TCSF PWB – AVONDALE, LLC,
an Idaho limited liability company

By: THE CHARTER SCHOOL FUND – PWB, LLC,
an Idaho limited liability company, Member

Date 5/21/14

By: _____
Jason Kotter, Member

ESCROW AGENT: The terms of this Agreement are hereby
accepted and entered into escrow this _____
day of _____, 2014.

INTRAVEST TITLE

By: _____

Name: _____

Its: _____

EXHIBIT A

Legal Description of the Property

Van Buren Multiuse Corridor – Right-of-Way
Part of Lot 3B, Avondale Commerce Center
APN 500-02-095

LEGAL DESCRIPTION

That part of Lot 3B of the Replat of Lot 4 of Avondale Commerce Center, as recorded in Book 1094, Page 47, official records of Maricopa County, situated in the Southeast Quarter of Section 2, Township 1, North Range 1 West of the Gila And Salt River Meridian, Maricopa county Arizona, described as follows;

Beginning at the southeast corner of said Section 2, monumented by a City of Avondale brass cap in hand hole, from which the south quarter corner of Section 2, a City of Avondale brass cap in hand hole, bears North 88°22'14" West, 2638.86 feet distant as the basis of bearing;

Thence North 88°22'14" West a distance of 555.63 feet;

Thence North 0° 03'25" East, a distance of 65.02 feet to the southwest corner of said Lot 3B, and the True Point of Beginning;

Thence North 0°03'25" East a distance of 90.03 feet along the west line of said Lot 3B to a point on a line 90 feet north of and parallel with the south line of said Lot 3B;

Thence South 88°22'14" East, along said parallel line for a distance of 244.99 feet;

Thence North 81°16'52" East, continuing along said parallel line for a distance of 55.67 feet;

Thence South 88°22'14" East, along said parallel line for a distance of 205.93 feet to a point on the East line of said Lot 3B;

Thence South 00°10'35" West a distance of 50.03 feet to the easterly most southeast corner of said Lot 3B;

Thence South 45°54'10" West a distance of 55.87 feet to the southerly most southeast corner of said Lot 3B;

Thence North 88°22'14" West along said south line a distance of 160.06 feet;

Thence South 81°16'52" West along said south line a distance of 55.67 feet;

Thence North 88°22'14" West a distance of 250.66 feet to the True Point of Beginning

Said Parcel contains 44,793 square feet area, more or less.



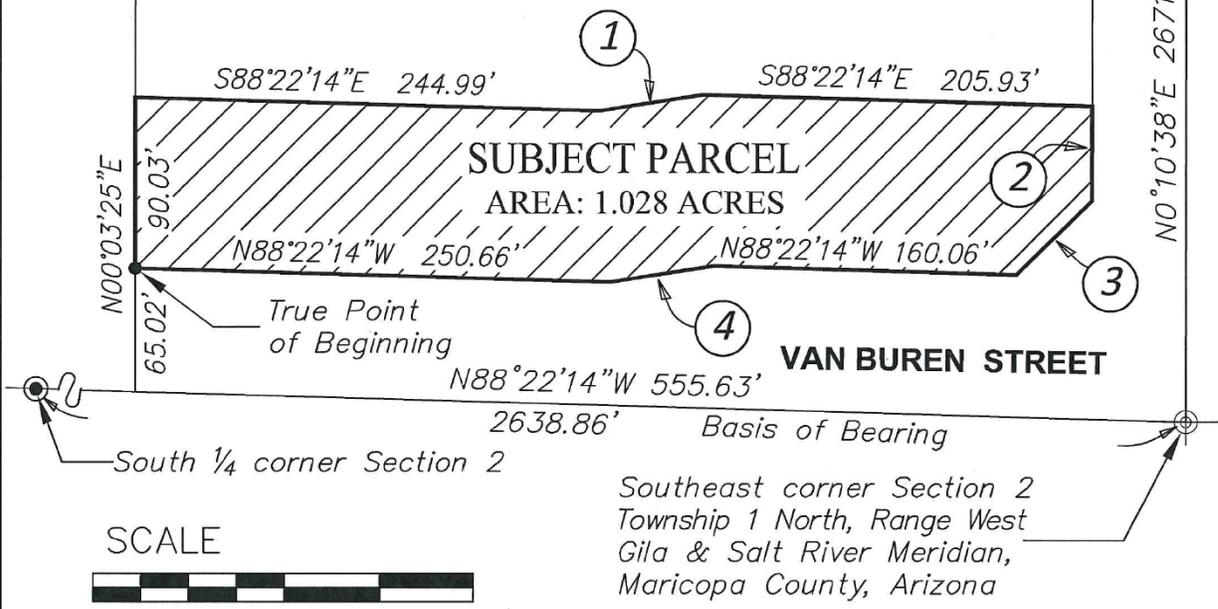
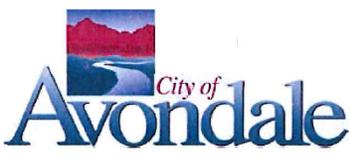
Expires: 6-30-16

East Quarter Corner Section 2



LINE TABLE		
NO	BEARING	DISTANCE
1	N81°16'52"E	55.67'
2	S00°10'35"W	50.03'
3	S45°54'10"W	55.87'
4	S81°16'52"W	55.67'

APN 500-02-095

ENGINEERING DEPARTMENT



EXPIRES: 6-30-16

EXHIBIT MAP
VAN BUREN MULTIUSE
CORRIDOR RIGHT-OF-WAY
 Part of Lot 3B, Replat of Lot 4
 Avondale Commerce Center
 Book 1094 Page 47, MCR

DATE: 3-06-2014	PROJECT NAME
DSN: _____	VBMC ROW-Legacy School
DRN: LS _____	PAGE
CHK: CH _____	1 OF 1

EXHIBIT B

DEED

When recorded mail to:

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

Exempt from Affidavit of Property Value Pursuant to Ariz. Rev. Stat. §11-1134(A)(7)

SPECIAL WARRANTY GIFT DEED

THE CHARTER SCHOOL FUND – AVONDALE, LLC., an Arizona limited liability company and **TCSF - PWB AVONDALE, LLC**, an Idaho limited liability company (collectively, the “**Donor**”) hereby grants and convey to **CITY OF AVONDALE**, an Arizona municipal corporation (“**City**”), as a gift and without the receipt of consideration, the following-described property situated in Maricopa County, Arizona (the “**Property**”):

See Exhibit A attached hereto.

To have and to hold unto the City forever, the Property free, clear and discharged of and from all matters whatsoever, except current taxes and other current assessments; patent reservations; all easements, encumbrances, liens, obligations, liabilities or other matters of record or to which reference is made in the public record; any and all conditions, easements, encroachments, rights-of-way, restrictions, below, and other matters which a physical inspection would reveal; and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Property.

Donor hereby binds itself and its successors to warrant and defend the title, as against all acts of Donor herein and no other, subject to the matters above set forth.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT A

Van Buren Multiuse Corridor – Right-of-Way
Part of Lot 3B, Avondale Commerce Center
APN 500-02-095

LEGAL DESCRIPTION

That part of Lot 3B of the Replat of Lot 4 of Avondale Commerce Center, as recorded in Book 1094, Page 47, official records of Maricopa County, situated in the Southeast Quarter of Section 2, Township 1, North Range 1 West of the Gila And Salt River Meridian, Maricopa county Arizona, described as follows;

Beginning at the southeast corner of said Section 2, monumented by a City of Avondale brass cap in hand hole, from which the south quarter corner of Section 2, a City of Avondale brass cap in hand hole, bears North 88°22'14" West, 2638.86 feet distant as the basis of bearing;

Thence North 88°22'14" West a distance of 555.63 feet;

Thence North 0° 03'25" East, a distance of 65.02 feet to the southwest corner of said Lot 3B, and the True Point of Beginning;

Thence North 0°03'25" East a distance of 90.03 feet along the west line of said Lot 3B to a point on a line 90 feet north of and parallel with the south line of said Lot 3B;

Thence South 88°22'14" East, along said parallel line for a distance of 244.99 feet;

Thence North 81°16'52" East, continuing along said parallel line for a distance of 55.67 feet;

Thence South 88°22'14" East, along said parallel line for a distance of 205.93 feet to a point on the East line of said Lot 3B;

Thence South 00°10'35" West a distance of 50.03 feet to the easterly most southeast corner of said Lot 3B;

Thence South 45°54'10" West a distance of 55.87 feet to the southerly most southeast corner of said Lot 3B;

Thence North 88°22'14" West along said south line a distance of 160.06 feet;

Thence South 81°16'52" West along said south line a distance of 55.67 feet;

Thence North 88°22'14" West a distance of 250.66 feet to the True Point of Beginning

Said Parcel contains 44,793 square feet area, more or less.



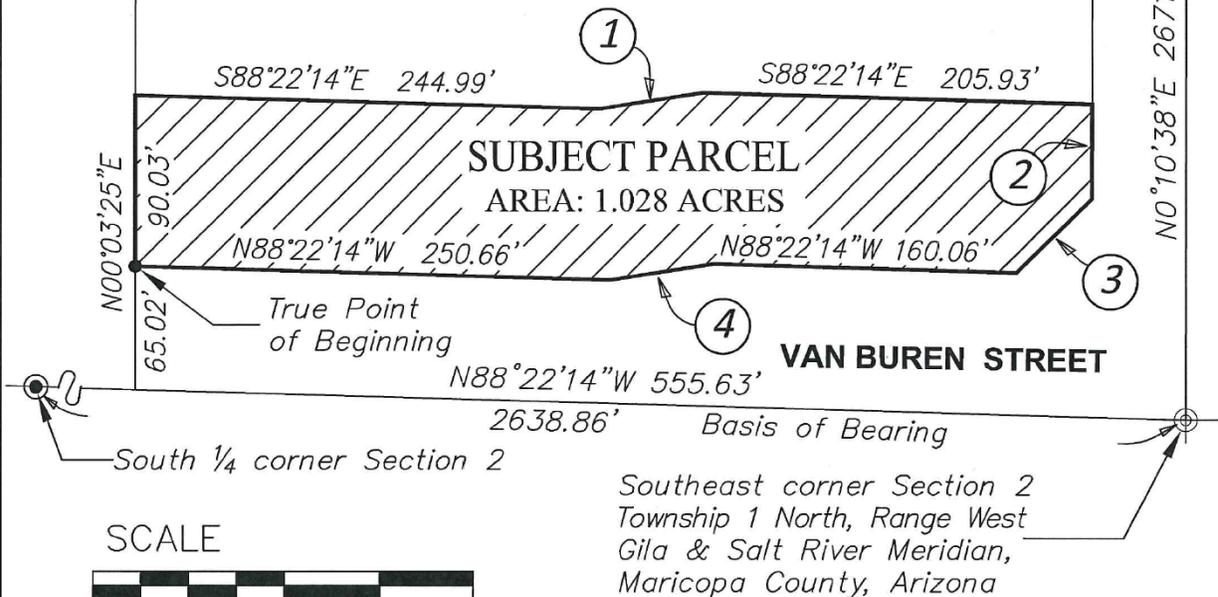
Expires: 6-30-16

East Quarter Corner Section 2

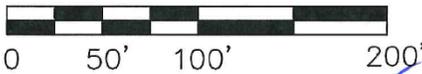
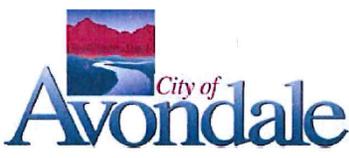


LINE TABLE		
NO	BEARING	DISTANCE
1	N81°16'52"E	55.67'
2	S00°10'35"W	50.03'
3	S45°54'10"W	55.87'
4	S81°16'52"W	55.67'

APN 500-02-095



SCALE

**ENGINEERING
DEPARTMENT**



EXPIRES: 6-30-16

EXHIBIT MAP
VAN BUREN MULTIUSE
CORRIDOR RIGHT-OF-WAY
 Part of Lot 3B, Replat of Lot 4
 Avondale Commerce Center
 Book 1094 Page 47, MCR

DATE: 3-06-2014	PROJECT NAME
DSN: _____	VBMC ROW-Legacy School
DRN: LS _____	PAGE
CHK: CH _____	1 OF 1



CITY COUNCIL AGENDA

SUBJECT:

Purchase Agreement - Temporary Drainage
Easement at Northeast Corner 119th Avenue and
McDowell Road

MEETING DATE:

7/7/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting the City Council authorize the purchase of a temporary drainage easement located at the northeast corner of 119th Avenue and McDowell Road in the amount of \$58,900.

BACKGROUND:

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

On March 3, 2014, City Council approved Ordinance 1536-314 for the acquisition of a temporary drainage easement (TDE) at the northeast corner of 119th Avenue and McDowell Road.

DISCUSSION:

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

An appraisal of the property was completed. The fair market value of the easement was determined to be \$58,900. Staff conveyed this to the property owner who is in agreement with said purchase price. The purchase of the TDE will allow the City to complete the roadway improvements on McDowell Road.

BUDGET IMPACT:

Funding in the amount of \$58,900 for the purchase of the property is available in CIP Street Fund Line Item No. 304-1287-00-8420, McDowell Road, Agua Fria to Avondale Boulevard.

RECOMMENDATION:

Staff recommends the City Council authorize the purchase of a temporary drainage easement located at the northeast corner of 119th Avenue and McDowell Road in the amount of \$58,900 and authorize the Mayor, or City Manager, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Description

[Temporary Drainage Easement Agreement](#)

When Recorded Mail To:

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

TEMPORARY DRAINAGE EASEMENT AGREEMENT

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

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

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

RECITALS

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“Grantor”

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

By: *J K Vanderway*

Name: *John K Vanderway*

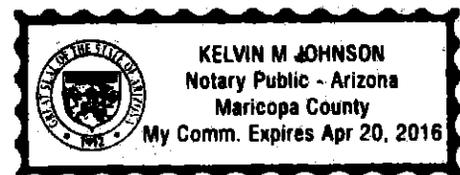
Title: *Manager*

(ACKNOWLEDGMENT)

STATE OF *Arizona*)
COUNTY OF *Maricopa*) ss.

On *June 4th*, 2014, before me personally appeared *John K Vanderway*, the *OWNER* of REXCO TRUST U/T/A dated December 17, 2009, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document.

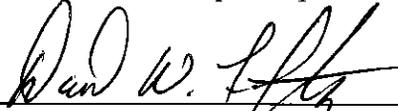
[SIGNATURES CONTINUE ON FOLLOWING PAGE]



ACCEPTED BY:

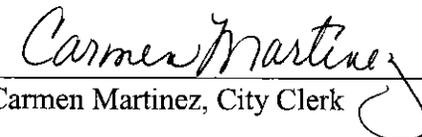
“City”

CITY OF AVONDALE,
an Arizona municipal corporation



David W. Fitzhugh, Acting City Manager

ATTEST:

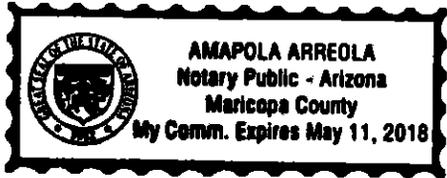


Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 11, 2014, before me personally appeared David W. Fitzhugh, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.





Notary Public

(Affix notary seal here)

EXHIBIT A
TO
TEMPORARY DRAINAGE EASEMENT AGREEMENT

[Legal Description and Map]

See following pages.

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

Legal Description

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

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

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

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

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

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

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

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

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

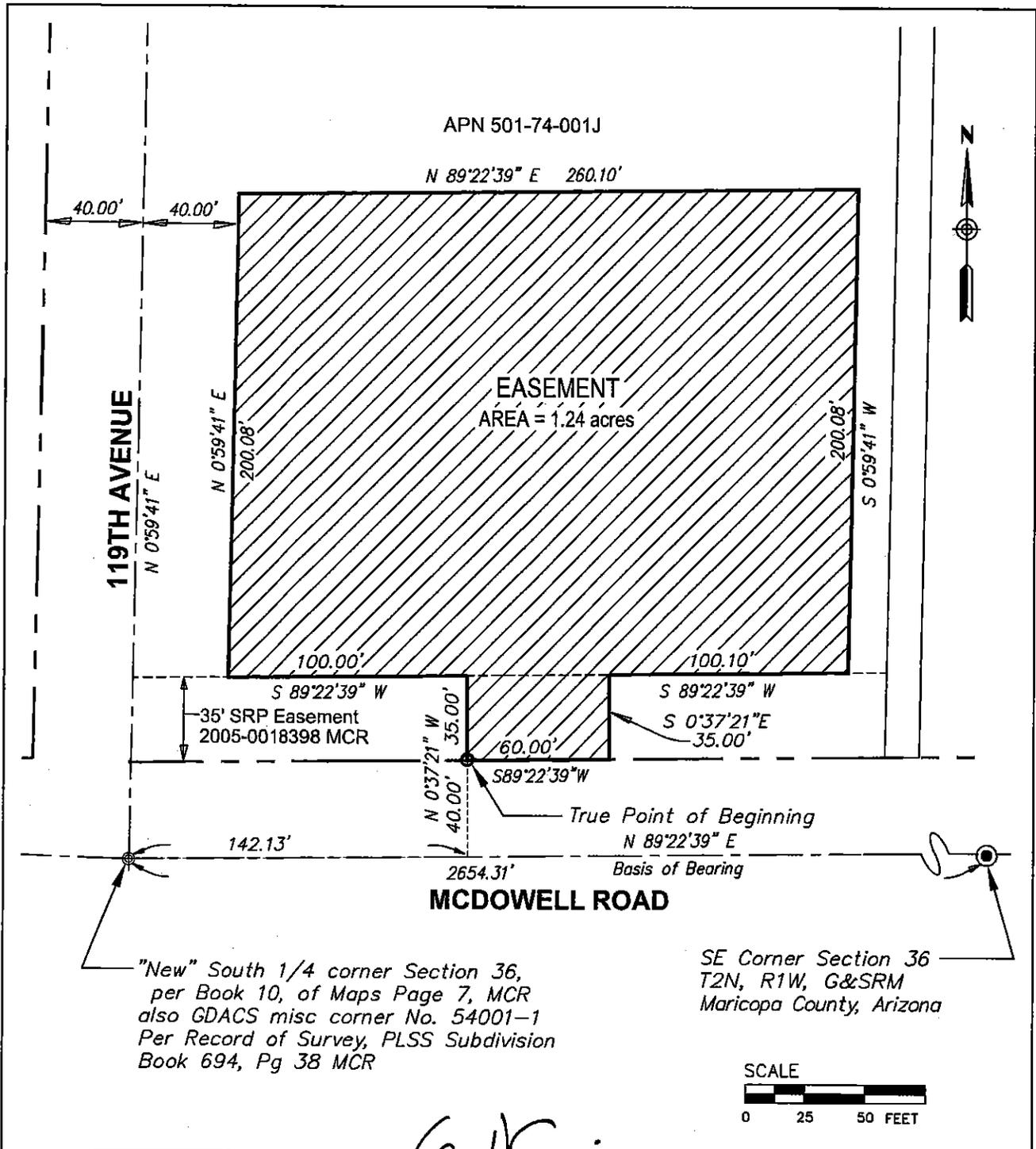
Thence South 89° 22' 39" West, a distance of 100.10 feet;

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

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

Said parcel contains 1.24 acres, more or less





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

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



City of Avondale
 DEVELOPMENT SERVICES
 AND ENGINEERING



EXHIBIT MAP
TEMPORARY DRAINAGE EASEMENT
PART APN 501-74-001J

DATE: 1-07-2014
 DSN: _____
 DRN: LS
 CHK: _____

PROJECT NAME
 McDowell Rd & 119th Ave
 PAGE
 1 OF 2



CITY COUNCIL AGENDA

SUBJECT:

Purchase and Services Agreement - Baker and Taylor, Inc.

MEETING DATE:

7/7/2014

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

Staff is requesting that the City Council approve a Purchase and Services Agreement between the City of Avondale (the City) and Baker and Taylor, Inc. (Baker and Taylor) to provide library books, non-print material, and services for the Avondale Public Libraries in an amount not to exceed \$100,000 annually or \$500,000 over the entire contract term.

BACKGROUND:

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

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

The City selected two separate vendors: Baker and Taylor and Midwest Tape, LLC (Midwest Tape). Each vendor will provide books and materials to the Avondale Libraries. In addition, each vendor will operate under the provisions of a non-exclusive agreement with the City. Council approved an agreement with Midwest Tape on June 2, 2014.

DISCUSSION:

This Agreement shall be effective as of the date the agreement is signed and shall remain in force until July 7, 2015 (the Initial Term). After the expiration of the initial term, this Agreement may be renewed for up to four successive one-year terms, if a renewal is in the best interests of the City, subject to availability and appropriation of funds.

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

BUDGET IMPACT:

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

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

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

RECOMMENDATION:

Staff recommends that the City Council approve a Purchase and Services Agreement between the City of Avondale (the City) and Baker and Taylor, Inc. (Baker and Taylor) to provide library books, non-print material, and services for the Avondale Public Libraries in an amount not to exceed \$100,000 annually or \$500,000 over the entire contract term, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Description

[Purchase and Services Agreement](#)

PSA – BAKER & TAYLOR, INC.

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CITY COUNCIL AGENDA

SUBJECT:

Contractor Agreement - West Valley Youth Sports Commission

MEETING DATE:

7/7/2014

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 City Council approve a Contractor Agreement with the West Valley Youth Sports Commission (WVYSC) to establish jointly-sponsored athletic programs with the City of Avondale (the City) through the Parks, Recreation, and Libraries Department (PRLD) and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

Due to economic downturn beginning in 2007, the City reduced staffing including Parks and Recreation personnel. PRLD subsequently reduced program offerings. During this time period there was also a reduction in recreation program participation rates and an increase in outside organization requests for programming support. A majority of outside organization request were for assistance with field cost, marketing, and assistance with registration.

In response to these requests, staff developed the cooperative agreements to provide opportunities and support for local organizations while increasing City program offerings with limited City staff and funding. A cooperative agreement is an agreement between the City and local non-profit organizations (Program Partners) to provide jointly-sponsored sports, leisure, and academic programs and activities. The Program Partner must have 501C3 non-profit status and the activities must be held in the City of Avondale. All programming will be jointly agreed upon prior to the program start date.

DISCUSSION:

The City and the WVYSC desire to enter into a cooperative arrangement in the form of the proposed Contractor Agreement attached to this report. The cooperative programming will include sports, leisure, and academic programs and activities.

Under the terms of the agreement the City will provide the facilities, marketing, and registration for the programming and WVYSC will develop, implement, and manage all of the programs. Non-City owned and operated facilities may be used for the programs with the agreement of both parties. All programming will be jointly agreed upon prior to the program start date.

Programs implemented under this agreement may include, but is not limited to, the following types of programs:

- Flag football leagues
- Flag football tournaments
- Out of School Programs
- Skills Camps
- Sports Development Courses

Staff, in conjunction with the City Attorney developed the Contractor Agreement which stipulates the terms and conditions regarding the program (Attachment 1). The term of the agreement is for one (1) year with a maximum of four (4) additional one-year terms. The additional terms must be agreed upon by both parties through an annual review and letter agreement by a designated representative of both parties. Either party can dissolve the agreement with cause after a 60 day notification. The City will continue to develop agreements with other sports organizations to enhance services and programs for City of Avondale resident and park users.

BUDGET IMPACT:

The Letter Agreement with the WVYSC will establish cost recoverable programs only. All program expenses will be recovered. There will be no cost to the City of Avondale for programming associated with this agreement.

RECOMMENDATION:

Staff recommends that the City Council approve a Contractor Agreement with the West Valley Youth Sports Commission (WVYSC) to establish jointly-sponsored athletic programs with the City of Avondale (the City) through the Parks, Recreation, and Libraries Department (PRLD) and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Description

[Contractor Agreement - WVYSC](#)

**CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEST VALLEY YOUTH SPORTS COMMISSION
d/b/a
ARIZONA YOUTH SPORTS COMMISSION**

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of July 7, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and West Valley Youth Sports Commission, d/b/a Arizona Youth Sports Commission, an Arizona non-profit corporation (the "Contractor").

RECITALS

- A. The City desires to provide sports programs to Avondale youth.
- B. The Contractor is in the business of providing sports and educational programs and has the ability to provide sports programs and related activities for the City's youth.
- C. The City desires to enter into an Agreement with the Contractor to jointly manage and operate youth sports clinics, leagues, programs and special events (the "Services" or the "Programs") at the City's parks and American Sports Center (the "Facilities").

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. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2015 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Consultant requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as more particularly set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. Upon completion of each Program, the Contractor shall pay the City an amount equal to 50 percent of the total fees collected, less total expenses paid or incurred by the City and the Contractor for each Program.

4. Registration. Either Party may coordinate and perform the registration of participants utilizing the Programs and as agreed upon by the Parties for specific events.

5. Advertising. The City and the Contractor will each promote and market the Programs and activities associated with this Agreement as agreed upon by both parties. At its discretion, the City shall advertise the Programs through the normal City advertising mediums, including but not limited to, the City website, flyers and other promotional materials. Contractor may advertise other programs in conjunction with the Services provided under this Agreement.

6. Facilities. The Services shall be conducted at City Facilities as agreed upon in writing by the City and Contractor. The Contractor shall ensure that only its properly identified employees listed with the City are permitted on the premises of the City Facilities during the performance of the Contractor's duties. The Contractor will be held strictly liable for any damage or breach of security caused by its employees.

7. Maintenance. The Contractor shall be responsible, at its own expense, for maintaining, cleaning and keeping in good repair all Contractor property used in the performance of the Services. The City shall be responsible, at its own expense, for maintaining, cleaning and keeping in good repair all City property used in the performance of the Services. Notwithstanding the foregoing, the Contractor and the City shall be jointly responsible for cleaning up the portion(s) of City Facilities used in the performing the Services.

8. Damage to City Property. The Contractor shall conduct the operation of the Services in a manner that prevents damage to City property. In the event damage occurs to City property or any adjacent property by reason of any Contractor Service performed under this Agreement, the Contractor shall replace or repair the same at no cost to the City. If the City repairs or replaces the Contractor's damage, the cost of such repair or replacement shall be charged to the Contractor. The City shall be responsible for the repair of any damages to the City property that results directly from the City's use of the property.

9. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

10. Contractor Personnel. The Contractor shall provide and supervise adequate, experienced, adult instructional staff trained in the proper methods and techniques in order to properly and satisfactorily perform the Services. All members of the Contractor's instructional staff who will be performing the Services must be 18 years of age or older. If a staff member under the age of 18 is performing the Services, then he/she must be accompanied by an adult member for the duration of the Services.

10.1 Other Qualifications. The Contractor shall provide trustworthy, reliable employees and make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. The Contractor shall notify the City's administrator or designee prior to the change in staffing if possible or as quickly as possible thereafter. In addition, Contractor's staff members are required to: (A) read, write, speak and understand the English language, (B) have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner and (C) be legally authorized to work in the State of Arizona.

10.2 Background. The Contractor or its employees shall not have been convicted of a felony or a crime involving moral turpitude in the last ten years. The Contractor and its employees shall submit to comprehensive background checks as deemed necessary by the City in its sole discretion.

10.3 Appearance. The Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.

10.4 Certifications. The Contractor shall ensure that at least one staff member trained and certified in CPR and First Aid shall be present during any Program activity.

11. Inspection; Acceptance. Performance of the Services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City. Quality service and strict adherence to this Agreement will be expected from the Contractor.

12. Licenses; Materials. Contractor shall maintain in current status all licenses, permits and certifications from the appropriate federal, state and local departments and the appropriate sports or recreational activity licensing, certification or sanctioning authority required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

13. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

14. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or

omissions, in connection with the work or services of Contractor, its officers, employees, agents or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

15. Insurance.

15.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of Contractor's work or services and as evidenced by annual certificates of insurance. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate reference to this Agreement, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor’s insurance shall be primary insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

15.2. Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and

non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. [INTENTIONALLY OMITTED]

D. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

15.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

16. Termination; Cancellation.

16.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

16.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

16.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

16.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

16.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

16.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

17. Miscellaneous.

17.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work

as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

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

17.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws, (C) existing and future Occupational Safety and Health Administration standards and (D) existing and future regulations specifically related to the Services.

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

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

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

17.7 Relationship of the Parties. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

17.9 Assignment. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

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

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

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

17.13 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

17.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

17.15 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, Esq.

If to Contractor: West Valley Youth Sports Commission
d/b/a Arizona Youth Sports Commission
12619 West Segovia Court
Litchfield Park, Arizona 85340
Attn: Gregory L. Johnson

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.

17.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

17.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 17.18 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the

Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

17.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

17.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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 in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

WEST VALLEY YOUTH SPORTS COMMISSION,
d/b/a ARIZONA YOUTH SPORTS COMMISSION,
an Arizona non-profit corporation

Gregory L. Johnson, President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared Gregory L. Johnson, the President of WEST VALLEY YOUTH SPORTS COMMISSION, d/b/a ARIZONA YOUTH SPORTS COMMISSION, an Arizona non-profit 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 in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEST VALLEY YOUTH SPORTS COMMISSION
d/b/a
ARIZONA YOUTH SPORTS COMMISSION

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Introduction. The Contractor will provide high quality instruction, personnel and equipment in cooperatively conducting sports clinics, leagues, programs and special events for the City's youths.

2. Contractor Responsibilities. The Contractor shall be responsible for the following:
 - 2.1 The Contractor shall appoint a staff member to serve as the Contractor's representative to oversee the Programs.
 - 2.2 The Contractor shall be responsible for providing direct supervision and coordination of the Program and the Program participants.
 - 2.3 Contractor will be responsible for the organization of teams, divisions, playoffs and championships.
 - 2.4 Contractor shall be responsible for the posting/dissemination of player and coach code of conduct, team standings and game schedules.
 - 2.5 Contractor shall be responsible for the selection and retention of qualified coaches and umpires.
 - 2.6 Contractor shall obtain player, coach and umpire liability waivers prior to allowing such individuals to participate in a Program.
 - 2.7 Contractor shall provide a free clinic each season (at a mutually agreeable time) at the City's Facilities, which clinic shall be open to all Avondale youth.
 - 2.8 Contractor shall promote the City's "Let's Move" initiative of raising a healthier generation of kids through the overall operation of the Programs.
 - 2.9 The Contractor shall be responsible for oversight of all Contractor employees and volunteers.
 - 2.10 The Contractor shall notify the City at least 24 hours in advance of a scheduled activity if it becomes necessary for the Contractor to cancel or reschedule a Program activity at the Facility.
 - 2.11 Contractor, along with the City, shall ensure that all team names, attire and logos are in accordance with applicable law, including copyright, trademark and other intellectual property protections.

3. City's Responsibilities. The City shall be responsible for the following:
 - 3.1 The City shall appoint a staff member to serve as the City's representative to oversee the Agreement.
 - 3.2 The City shall be responsible for oversight of all City employees and volunteers.
 - 3.3 The City will prepare all fields and allocate time for agreed upon practice and play times.
 - 3.4 The City shall notify the Contractor at least 24 hours in advance of a scheduled activity if it becomes necessary for the City to cancel or reschedule a Program activity at the specified City Facility.
 - 3.5 City, along with the Contractor, shall ensure that the use of all team names, attire and logos are in accordance with applicable law, including copyright, trademark and other intellectual property protections.



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreements with Five
Firms for Information Systems Security Services and Products

MEETING DATE:

7/7/2014

TO: Mayor and Council**FROM:** Rob Lloyd, CIO/IT Director (623) 333-5011**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is recommending Council approval of a request to approve contract awards between the City of Avondale and five competitively procured vendors for information security assessment and advanced services and products. The City of Avondale served as lead agency for this regional competitive procurement effort in partnership with four cities, Maricopa County, and the Maricopa Association of Governments.

BACKGROUND:

Information and systems security is a primary concern in today's "persistent threat" business environment. Indeed, the impacts of security breaches and lost data reached unprecedented levels in 2013 with insurance firms logging more than 600 significant security incidents involving almost 58 million exposed records. News media covered the financial and credibility damages Target, JP Morgan Chase, Affinity Gaming, Adobe, and others battled as a result. And locally, Maricopa County Community Colleges will spend more than \$20 million and must resolve multiple lawsuits to settle their exposure of millions of student records to theft.

The broad growth of malware and coordinated malicious computing activity makes information and systems security a chief concern for all organizations. The FBI, Department of Homeland Security, White House, and security analysts are all clear that every person and every organization is at risk. The demand they have is that we work to minimize risks and impacts of cybercrime.

As part of its Prevent-Detect-Response information security strategy, the City of Avondale (City) partnered with peer government jurisdictions to issue a multi-award request for proposals (RFP) to procure expert information security services and products. Shared requirements were the ability to: (1) assess an organization's overall security profile; (2) itemize and prioritize security risks; (3) resolve risks and prevent breaches, and (4) prepare response for when an information security incident does occur. The awards City Council will review as part of this item are the result of that work.

DISCUSSION:

Awarding contracts for information systems security assessments and advanced services is part of the approach that the Information Technology Department (IT) reviewed with the Mayor and City Council at the May 19, 2014, Council Session. Approval of the award completes one of the key action items detailed in the Information Systems Security presentation covered that evening.

The contracts will allow the City of Avondale to engage any of the awarded vendors for services and products via task order. While the RFP Evaluation Committee noted that certain vendors exhibited different areas of emphasis, contracts provide the City with competitive options for broad information and systems security assessments; targeted certification of compliance (e.g., PCI, NIST); intrusion monitoring; penetration testing; professional security training; review of policies and procedures; formal attestation of the City's security for financial audit and insurance purposes; emergency response to internal and external breaches; and the like. Making awards after a thorough competitive process also puts the City in good position in the event an emergency arises, as opposed to the direct awards many organizations revert to in a crisis.

The City received seven proposals. One was deemed non-responsive. The RFP Evaluation Committee reviewed the remaining six proposals and came to terms with five qualified firms to provide the services and products proposed— Terra Verde Services, Megaplan-IT LLC, Illumant LLC, ECFIRST, and McAfee, Inc. Final scoring differed primarily on price.

The City of Avondale worked with the City of Goodyear, City of Mesa, City of Scottsdale, Maricopa County, and the Maricopa Association of Governments on this effort. Each participated in the review and refinement of the RFP. Most were also able to serve on the RFP Evaluation Committee. The result of the competitive procurement and the City of Avondale's inclusion of a cooperative purchasing clause in the contract awards is that a strong portfolio of expert firms now exists for use by jurisdictions across Arizona.

BUDGET IMPACT:

Awards made under the procurement of RFP IT 14-031 provide contract capacity to use the services and products of awarded vendors. Each of the five indefinite quantity and value contract awards provides up to \$150,000 in capacity per year for a maximum length of five years, if all renewals are granted to a specific vendor. Total aggregate value of each awarded contract is thus up to \$750,000 over the potential life of the award.

As part of the Fiscal year 2015 City Budget and Financial Plan, \$35,000 was approved by City Council for a City IS Security Assessment and funds are allocated in the Information Technology Department budget, under 101-5120-00-6180. The City would use additional services and/or products from awarded vendors as needed and as permitted within budget appropriations approved by City Council.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve contracts with Terra Verde Services, Megaplan-IT LLC, Illumant LLC, ECFIRST, and McAfee, Inc. to provide information systems security services and products for City use for a total maximum aggregate value of \$750,000 over five years per contract, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[PSA - Terra Verde, LLC](#)

[PSA - Megaplanit LLC](#)

[PSA - Illumant, LLC](#)

[PSA - Websolv Computing, Inc.](#)

[PSA - McAfee, Inc.](#)

**PROFESSIONAL SERVICES AGREEMENT
FOR INFORMATION SYSTEMS SECURITY SERVICES AND PRODUCTS**

TERRA VERDE, 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/34724>

**PROFESSIONAL SERVICES AGREEMENT
FOR INFORMATION SYSTEMS SECURITY AND PRODUCTS
MEGAPLANIT 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/34742>

**PROFESSIONAL SERVICES AGREEMENT
FOR INFORMATION SYSTEMS SECURITY SERVICES AND PRODUCTS
ILLUMANT, LLC**

**DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY**

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<http://www.avondale.org/DocumentCenter/View/34725>

**PROFESSIONAL SERVICES AGREEMENT
FOR INFORMATION SYSTEMS SECURITY SERVICES AND PRODUCTS
WEBSOLV COMPUTING, INC.**

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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**PROFESSIONAL SERVICES AGREEMENT
FOR INFORMATION SYSTEMS SECURITY SERVICES AND PRODUCTS
MCAFEE, INC.**

**DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY**

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CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement – Ritoch-
Powell and Associates – Dysart Road Electrical
Undergrounding - Phase 1

MEETING DATE:

7/7/2014

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Department Director (623)
333-4012**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Professional Services Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc. (RPA) to provide engineering design services for the Dysart Road Phase 1 (Electrical Undergrounding) Improvements in the amount of \$99,925.53, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On October 14, 2013, staff presented to City Council the feasibility of undergrounding the existing power along Dysart Road from Van Buren Street to MC85 (Western Avenue). The City Council directed staff to request that Arizona Public Service (APS) develop electrical plans in order to better assess the project costs and schedule. Council also directed staff to research grant opportunities to assist in the funding of the project.

On March 3, 2014, staff provided City Council with an update on the feasibility of undergrounding the existing power along Dysart Road. Based upon preliminary power plans and discussions with APS, the costs associated with removing the poles, installing the required electrical equipment, removing the overhead wiring from the main poles and providing underground service from the main line to each existing customer would be approximately \$300/lf. At \$300/lf, the fee for APS would be approximately \$1.6M. This does not include any costs for the required trenching, conduit, backfill, pavement replacement, sidewalk improvements or any other miscellaneous improvement. The total cost of undergrounding the power has been estimated at \$2.4M.

Staff also presented Council with three options for a future construction phase. The construction phase or Phase 2 of the project was submitted to MAG for Federal Transportation Alternative funding. The City was awarded \$840,000 in federal grant funding for construction. Phase 2 will be possible once the power poles are removed and will provide for pedestrian and bicycle amenities, as well as landscaping, landscape irrigation, ADA compliant sidewalks and driveways, and other amenities. After discussion with Council, staff was directed to move forward with the undergrounding and Option 3 was elected for the future Phase 2.

Additionally, based upon direction from Council, a Capital Improvement Project for the Dysart Road Improvements Project was developed, approved, and incorporated into the Capital Improvement Program. The project will address the need for electrical undergrounding improvements along Dysart Road from Van Buren Street to Western Avenue. Construction documents will be developed that incorporate proposed Arizona Public Service improvements, Century Link improvements, Cox Communication improvements, and City facilities in order to effectively coordinate the proposed work and to provide accurate construction documents that can be successfully bid and constructed.

DISCUSSION:

SCOPE OF WORK:

The scope of work for this phase will include:

- Project management
- Utility coordination meetings with APS, Century Link, and Cox Communications
- Progress meetings
- Construction document preparation
- Technical specification
- Geotechnical
- Environmental
- Street and pedestrian lighting design (Streetlights will be installed during Phase 1)

SELECTION PROCESS:

In accordance with the City's Procurement Policy, staff requested proposals from three firms listed on the Professional Consultants Selection List. A committee was formed and proposals were evaluated. Upon review, it was determined that RPA was the best qualified firm to provide engineering design consulting services for this project. Staff contacted references and found that RPA is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from RPA for developing the utility construction documents, and sub-consultant services. RPA also has the staffing levels to deliver the utility plans on a very aggressive schedule.

SCHEDULE:

A tentative schedule is as follows:

30% Utility Plans – September 2014

60% Utility Plans – October 2014

100% Utility Plans – November 2014

BUDGET IMPACT:

Funding in the amount of \$99,925.53 is available in CIP Street Fund Line Item, 304-1345-00-8420, Dysart Road Bike and Pedestrian Facilities, Van Buren Street to MC85 (Western Avenue).

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc. (RPA) to provide engineering design services for the Dysart Road Phase 1 (Electrical Undergrounding) Improvements in the amount of \$99,925.53, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

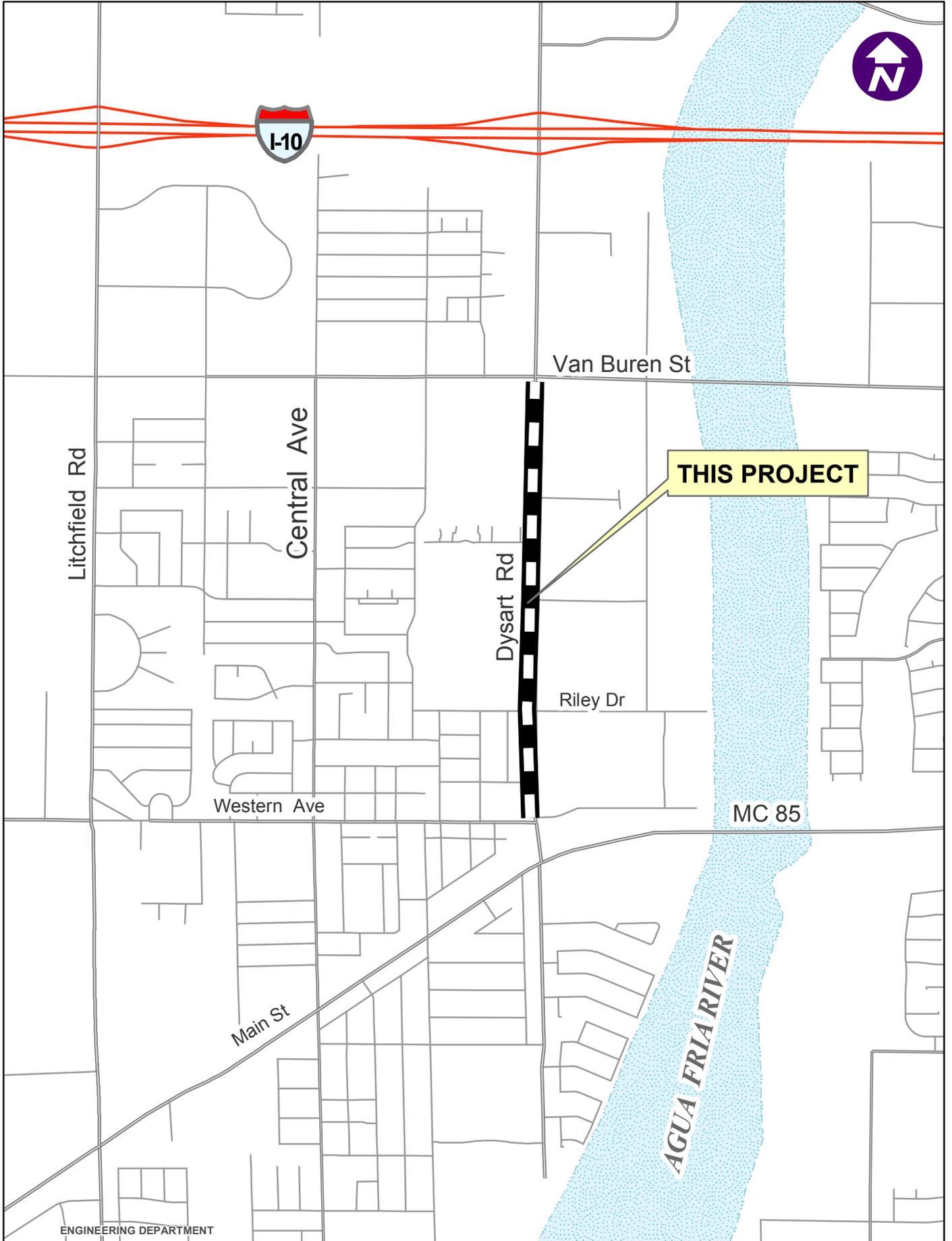
ATTACHMENTS:

Description

[Project Location Map](#)

[PSA - Ritoch-Powell - Dysart Road Undergrounding Phase 1](#)

VICINITY MAP



**Dysart Road
Van Buren St to Western Ave**

PSA – RITTOCH POWELL & ASSOCIATES CONSULTING ENGINEERS, INC.

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/34712>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Professional Services Agreement - Holiday Lighting Company AZ, Inc.

MEETING DATE:

7/7/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting that the City Council approve the first amendment to the Professional Services Agreement with Holiday Lighting Company, AZ, Inc. (Holiday Lighting) to provide holiday street lighting and decoration services in the amount not to exceed \$44,961 for the amended scope or \$56,711 for the entire term of the agreement; and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The City Council approved a holiday lighting display for Western Avenue as part of the FY 2013 – 2014 annual budget. On May 16, 2013 the City of Avondale (the City) issued Invitation for Bids PR 13-049 (the IFB) seeking bids from contractors to provide holiday street lighting and decorative services. Staff reviewed the IFB proposals and determined that Holiday Lighting provided the best proposal for the required services. The initial agreement was for one year with up to four (4) renewal options, subject to budget approval.

During the 2013 Holiday Season, Holiday Lighting provided the following:

- Holiday lighting and decorations on Western Avenue from Dysart Road to 4th Street
- Holiday lights on the Sam Garcia Library and the Western Avenue Police Substation
- A Holiday Wreath on the Sam Garcia Library
- All labor, installation, and removal were included in the agreement.

DISCUSSION:

The City Council approved an expanded holiday lighting display for Western Avenue as part of the FY 2014 – 2015 annual budget. It is necessary amend the existing contract's scope of services to accommodate the expanded budget and to extend it for one additional year adding the following:

- Extended holiday lighting and decoration coverage on Western Avenue from Dysart Road to Central Avenue
- Add an animated dancing holiday tree that includes a light show and music
- Add holiday event banners to market the holiday event throughout the City
- All labor, installation, and removal are included in the agreement.

In accordance with the amended scope of work, the timeline for the holiday display on Western Avenue is as follows:

- July 8, 2014 Notice to Proceed
- July - August 2014 - Program show and material order
- September - October 2014 – Tree wrapping and roof line lighting
- November 1 through 7, 2014 – Install animated show and holiday decorations
- November 3, 2014 – Install marketing banners
- November 8, 2014 – Activate animated tree show
- November 9th – Animated show to run for the public on Friday and Saturday nights through December 12, 2014
- December 13th - Tree lighting ceremony and holiday event on Western Avenue
- December 14th – Animated show will run for the public every night through New Year’s Day.

Holiday Lighting has provided the City with very good service during the length of the agreement. However, a new IFB will be issued for the 2015 holiday season to determine if the City can receive enhanced pricing and services.

BUDGET IMPACT:

The contract amount is \$44,961 for the amended scope. The total amount of services provided by Holiday Lighting will not exceed \$56,711. Funding for this agreement has been approved and allocated through the Parks, Recreation, and Libraries Department / Recreation Division / Special Events budget line item 101-8125-00-6181.

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the Professional Services Agreement with Holiday Lighting Company, AZ, Inc. (Holiday Lighting) to provide holiday street lighting and decoration services in the amount not to exceed \$44,961 for the amended scope or \$56,711 for the entire term of the agreement; and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Holiday Lighting First Amendment](#)

**FIRST AMENDMENT
TO
CONTRACT NO. 13752C
BETWEEN
THE CITY OF AVONDALE
AND
HOLIDAY LIGHTING COMPANY AZ, INC.**

THIS FIRST AMENDMENT TO CONTRACT NO. 13752C (this "First Amendment") is entered into as of July 15, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Holiday Lighting Company AZ, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. The City issued Invitation for Bids PR 13-049 (the "IFB") seeking bids from contractors to provide holiday street lighting and decoration services (the "Services"). The Contractor responded to the IFB, and the City and Contractor entered into Contract No. 13752C, dated July 15, 2013, for the provision of the Services (the "Contract"), a true and correct copy of which is on file with the City Clerk. All of the capitalized terms not otherwise defined in this First Amendment have the same respective meanings as contained in the Contract.

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) extend the term of the Contract, (ii) modify the scope of work and (iii) increase the Contract amount to compensate 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. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until July 15, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Contractor shall provide the Additional Services as set forth in the Quote, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Contractor by \$44,961.00 for the Additional Services at the rates as set forth in the Estimate, attached hereto as

Exhibit 1, resulting in an increase of the total compensation, from \$11,750.00 to an amount not to exceed \$56,711.00.

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 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.

6. 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]

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOLIDAY LIGHTING COMPANY AZ, INC.

[Quote]

See following page.



PO Box 61013
Phoenix, AZ 85082
Phone: 602-431-2253
Fax: 602-431-2178
Email: email@holidaylightingco.com
Website: www.holidaylightingco.com

Contract Quote

Date	Estimate #
5/12/2014	10709

Name / Address

City of Avondale
 11465 W. Civic Center Dr.
 Suite 100
 Avondale, AZ 85323

Rep	Job Site
Alex	Avondale Western Ave

Description	Total
2013 HOLIDAY DECORATING PROGRAM (Western Ave, from Dysart to 4th, partial street): 1) Western Ave, 20 Light Poles, Tinsel Garland, Red and Gold with lights. Wrap Tinsel Garland around 20 lamp post. 2) Western Ave, 60 Trees, LED Mini Lights. Trunk and branch wrap 60 trees along western ave beginning 8' from ground with White LED mini lights. 3) Sernas Park, 10 Palm Trees, LED Mini Lights, Trunk wrap 10 palm trees beginning 8' from ground with White LED mini lights. Wrap heart of 10 Palm trees with Red and Green LED mini lights, alternating Palm Trees. 4) Police Station, 300' roof line lighting, White LED C-9 Lights. 5) Library, 300' roof line lighting, White LED C-9 Lights and 9' Wreath. 6) Christmas Tree, 20' (Tree of Lights), with 2' Star. LED. Set up tree on top of 8' x 8' x 6' custom box. Box to be painted as Christmas present. Box and tree to be set up behind stage for Christmas tree lighting ceremony. Removed after event. Labor for Installation/Removal. 8,450.00 Leased Material. 5,550.00 <p style="text-align: right;">Subtotal 14,000.00</p>	
2014 ADD WORK TO HOLIDAY DECORATING PROGRAM (Western Ave from Dysart to Central, entire street): 7) Decorative Lamp Post, Add 23 remaining Lamp Post, Tinsel Garland (Red and Gold) and LED Lights (Red and Green). Labor for installation/removal. 1,150.00 Leased Material. 1,863.00 8) Western Ave Trees, Add 82 remaining Trees, White LED Mini Lights. Trunk and branch wrap 8' from ground. Labor for installation/removal. 3,936.00 Leased Material. 4,920.00 9) Sernas Park, South Trees behind grass area, LED Mini Lights, Branch wrap 9 trees beginning 6' from ground with White LED mini lights. Labor for installation/removal. 432.00 Leased Material. 540.00 10) Sernas Park, Animated Dancing Tree Show with Music. Show Includes 3 Large Tree of Lights, 8 Arch's, 7 Palo Verde trees and temporary decorative fencing. Number of songs, Show times and days TBD. Up to 4 song animated show. 14,900.00 11) Dysart, from Van Buren to McDowell Marketing and Holiday Banners, 16 Double Sided 8' Pole Mount along median. Design and message TBD. Labor for installation/removal. 800.00 Leased Material (Includes hardware and banners). 2,320.00 12) Sernas Park Bus Stop and Iron Wall. Create 4' x 6' decorative banner with show description and times and Install 6' Red Bow with Prelit Ornamental Garland along top of Iron wall. Install 6' Bear w/Candy Cane, 6' Snow man, 4' Skating penguin on top of bus stop. Labor for installation/removal. 25.00 Displays, Garland, Bow no charge, Custom Banner 75.00 <p style="text-align: right;">Subtotal 30,961.00</p>	

Please remit to above address.	Subtotal	\$44,961.00
	Sales Tax (8.3%)	\$0.00
	Total	\$44,961.00



CITY COUNCIL AGENDA

SUBJECT:

Second Amendment to Professional Services Agreement - Logan Simpson Design, Inc.

MEETING DATE:

7/7/2014

TO: Mayor and Council**FROM:** Christopher Reams**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting that the City Council approve the second amendment to the Professional Services Agreement between the City of Avondale (the City) and Logan Simpson Design, Inc. (Logan Simpson) to develop the construction documents and provide post design services for the Friendship Park renovation project in the amount not to exceed \$157,911 for the amended scope or \$309,154 for the entire renovation design project; and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

In April of 2012, Logan Simpson was contracted to develop the City of Avondale Friendship Park's Concept Plan in the amount of \$11,329 in response to Council direction given on July 2, 2012. This work included the development of a conceptual site plan with a preliminary estimate of construction costs for the following items:

- Develop parking where the existing football field is located and convert the north field into a little league field.
- Create a public picnic/event/festival area on the east side of the park in lieu of the existing multi-purpose field. This task also included new vehicular access, unisex restroom building, and new pathways tying to the rest of the park.
- Additional picnic ramadas for approximately 200 people (2 large and 2 small).
- Fence six of the existing fields.

The concept plan and program provided sufficient information for the subsequent master plan and design/construction documents.

On April 1, 2013 Council approved a new professional services agreement with Logan Simpson Design, Inc. in the amount of \$71,811. The purpose of this contract was to prepare preliminary design documents (30% design) for the improvements conceived in the April 2012 conceptual plan. It included the items listed above plus the following additions:

- New restroom/maintenance building, renovate and expand main concession building with a plaza and bleachers and renovate the north restroom.
- Sports field lighting for the two west soccer fields, area lighting and building lighting/electrical.
- Fence an additional field for a total of seven.

- Path improvements and exercise stations for the park's looped trail system.

These plans were developed to a level (30%) to provide sufficient information for the subsequent final design and construction documents.

On October 21, 2013 Council approved the First Amendment to the April 2013 agreement which authorized Logan Simpson to develop the construction documents and provide post design services for the Friendship Park renovation project. The amendment also extended the term of the contract between the City and Logan Simpson until December 13, 2014. The additional term length was required to coordinate the agreement with the proposed construction schedule.

DISCUSSION:

During the FY 2014-2015 budget development process, Council provided further direction to staff which expanded and changed the original scope of work related to the preparation of the final construction documents. Staff is requesting that Council approve Amendment No. 2 to Logan Simpson Design Inc.'s Professional Service Agreement in the amount of \$157,911 to reflect the expanded scope of work. The new scope of work includes the following additions/changes:

- Add an additional 30 parking spaces and add overflow parking for a minimum of 50 vehicles.
- Add a 2,000 sf splash pad and fitness area.
- Renovate and expand the existing restroom building to 1,400 sf.
- Add a new 850 sf restroom building.
- Expand the proposed picnic area by adding an additional ramada; design the Village Green area to include flexible staging area, paved area for food trucks and market vendors; add associated landscaping and lighting.
- Add fencing and lighting to fields 8 and 9.
- Add landscaping, park amenities, water, power, lighting and irrigation for additional facilities.

Approval of this amendment will authorize Logan Simpson to perform additional services as required by the city, extend the term of the agreement, and increase the compensation for Logan Simpson based on the enhanced scope of services. The amended term of the contract will be from December 13, 2014 until June 15, 2015.

The following proposed project schedule is based on approval of this requested amendment:

- Notice to Proceed July 7, 2014
- 30% plans for revised areas July 25, 2014
- City plan review comments July 31, 2014
- 60% construction documents (CDs) submittal August 29, 2014
- City 60% CDs review September 11, 2014
- 90% CDs review by City October 23, 2014
- 100% CDs issued for bidding November 21
- Completion of Construction July 17, 2015

BUDGET IMPACT:

The contract amount is \$157,911 for the amended scope. The original scope of services was contracted for an amount not to exceed \$151,243 over the term of the contract. The total amount of services provided by Logan Simpson will not exceed \$309,154. Funding for this agreement has been approved and allocated through the Parks, Recreation, and Libraries Capital Improvement Plan (CIP) budget; budget line item 310-1027-00-8120: PK1027 - Friendship Park

RECOMMENDATION:

Staff recommends that the City Council approve the second amendment to the Professional Services Agreement between the City of Avondale (the City) and Logan Simpson Design, Inc. (Logan Simpson) to develop the construction documents and provide post design services for the

Friendship Park renovation project in the amount not to exceed \$157,911 for the amended scope or \$309,154 for the entire renovation design project; and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Second Amendment to PSA - Logan Simpson](#)

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LOGAN SIMPSON DESIGN, INC.**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is entered into as of June 16, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Logan Simpson Design, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated April 1, 2013, as amended by that certain First Amendment dated October 21, 2013 (collectively, the "Agreement"), for Consultant to perform schematic design services for improvements at Friendship Park.

B. The City has determined that additional design services by the Consultant are necessary in connection with the Agreement (the "Additional Services").

C. The City and the Consultant desire to enter into this Second Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services and (iii) increase the compensation to the Consultant 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 Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 15, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work Modification #2, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Consultant by \$157,911.00 for the Additional Services at the rates as set forth in the Additional Fee Proposal, attached hereto as a part of Exhibit 1, resulting in an increase of the total compensation, from \$151,243.00 to an aggregate amount not to exceed \$309,154.00.

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 Second 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 Second 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 Second Amendment are forever waived.

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

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, Acting City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LOGAN SIMPSON DESIGN, INC.

[Additional Scope of Work Modification #2 and Fee Proposal]

See following pages.

**City of Avondale
Friendship Park
FINAL DESIGN SERVICES**

**Proposal - Additional Scope of Work Modification #2
May 14, 2014 (revised 6/4/14)**

This Additional Scope of Work Modification #2 will modify the scope of work of previous agreements to include changes requested by the City of Avondale as detailed below. The City has requested additional work to expand the design of phase 1 improvements to include additional driveways, parking and overflow parking, fencing and lighting, a splash pad/water play area, a new restroom building and renovation of another restroom building, and improvements to the "Village Green" area as shown on the approved Master Plan. Logan Simpson Design (LSD) and their subconsultants will prepare revised Schematic Design (30%), Design Development (60%) and Construction Documents (90% and 100%) for the proposed improvements, including the following:

1. Parking: LSD will design a minimum of additional 30 parking spaces by extending the parking area east toward the park edge as shown in the Master Plan. LSD will design an area for overflow parking that can accommodate a minimum of 50 additional vehicles in an unpaved area.
2. Splash Pad and Fitness Area: Add a Splash Pad and Fitness Area near the existing play area at southwest corner of site (former field 3). Splash pad will be up to 2000 square feet in size, with a maximum of ten vertical spray units, of size and type selected by the City. The Splash Pad will be a recirculating, filtered and sanitized system, with interactive water play features in a fenced facility that conforms to Maricopa County Health Department requirements. Exercise units will be grouped and distributed along the park loop path. A prefabricated shade structure will be designed to serve the exercise area.
3. Renovation of Existing Restroom Building: The existing North Restroom Building will be expanded to 1,400sf (2,060sf under roof) in accordance with the approved SD package. The existing building and new additions will be completely renovated. The existing roof will be replaced by a new one. The existing concessions area will be replaced with a Family Restroom and Janitor's closet. The existing storage will be expanded and new finishes will be applied to all existing and new surfaces. The current plumbing fixture count will remain the same.
4. New Restroom Building: will be 850sf (2,046sf under roof) in accordance with the approved SD package. It will be a new building similar in finishes to the renovated North Restroom Building. There will be a Women's Restroom with four water closets and two lavatories. There will be a Men's Restroom with two water closets, two urinals and two lavatories. There will be a Family Restroom with a water closet, lavatory and baby changing station. These facilities will be ADA compliant.
5. Village Green and Picnic Area: Expand the proposed picnic area at the north end of the site by adding one additional ramada to match those previously proposed. This includes relocation of one or more ramadas from other parts of the site, with associated restoration of landscape. The Village Green area will be designed to include a flexible staging area, paved areas for food trucks and market vendors, and associated landscaping and lighting improvements as shown on the Conceptual Master Plan. This work will be included in the final construction documents as budget permits.

6. Ballfields: Add fencing around and lighting at fields 8 and 9. Provide controls that will allow the metering of electric power usage for all fields (3 through 9) separated from the rest of the park.
7. Landscaping and Amenities: Add landscaping, park amenities, water, power, lighting and irrigation for the added facilities, in addition to those previously proposed. It is assumed that the cost of new trees does not come out of the overall park budget, as they are provided through a replacement fund for storm damage.
8. McDowell Road Coordination: The LSD team will provide input into the design of sidewalk improvements proposed for McDowell Road design work currently in process by others. All design in the right of way and associated with roadway reconstruction will be completed by the McDowell Road design team. The City will provide current plans and drainage requirements for McDowell Road that might impact the park. LSD will provide design of sideway and drainageway improvements within the park
9. Budget and Schedule: The budget for design and construction of Phase 1 has been increased to \$1,500,000. including design and construction. The LSD team will work with a Construction Manager/Contractor if required by City, to prepare final plans and specifications for approvals and construction.

The consultant team consists of Logan Simpson Design Inc. (LSD) as the prime consultant and the following subconsultants: Strand Associates Inc. for civil engineering, surveying and utilities design, Wright Engineering Corporation for electrical and lighting design, Aqua Design International for the Splash Pad, Architekton for building architecture (with subconsultants Henderson Engineering Company to perform Mechanical, Electrical and Plumbing Engineering services and Brickey Design Associates for structural engineering services), and Terracon for Geotechnical work.

The LSD team will work closely with the City to develop the design and construction documents and provide post design services for the project as described herein. Construction Documents will be prepared to a level that provides sufficient detail for City reviews and cost estimating at 60% and 90% completion, and for bidding and construction at 100%. Review comments from City staff will be incorporated into subsequent design submittals.

OVERVIEW OF PROJECT PHASES

The following is a summary of the project:

- Task 1 – Project Management
- Task 2 – Design Development and Preliminary Construction Documents (60%)
- Task 3 – Construction Documents (90% & Final 100% Bid-Ready CDs)
- Task 4 – Construction Administration (services during construction)

We anticipate the following project schedule:

Notice to Proceed	June 16, 2014
30% for revised areas	July 3
City review comments due	July 11
60% CDs submittal	August 8
City Review by	August 22
90% CDs for review by City	September 19
City Review by	October 3
100% CDs issued for bidding	October 31
Completion of Construction	June 30, 2015

►Task 1. PROJECT COORDINATION

LSD will coordinate work with the City and the project team and identify additional information required to develop the construction documents necessary to keep the project on schedule and budget.

1.1 Project Coordination:

LSD will attend up to four (4) coordination and comment review meetings, and one (1) presentation to City Council (if requested), to be held at the City of Avondale offices. LSD will coordinate with the City's Project Manager on a routine basis to provide updates on design progress, identify potential issues, and changes in direction or schedule. City staff representatives from both Parks and Recreation and Engineering should attend these meetings to identify current and future design and implementation concerns and issues, and to determine appropriate approaches and direction throughout the design process. We assume that the City will handle any public outreach required for the improvements associated with this project.

LSD will submit construction documents to the City's PM for review at the following stages of completion:

- 30% Updated Plan showing all improvements
- 60% Design Development updated to include added areas
- 90% Construction Documents for all approved areas

LSD will participate in review meetings with the Client, address comments, and submit revised drawings subsequent to each plan review stage.

LSD will manage the work of subconsultants, including civil engineering and survey, Wright Engineering for electrical engineering and slighting, and coordinate their schedule as part of regular project management tasks.

LSD will maintain a project schedule identifying meetings, subconsultant deliverables, and key milestones as required to meet the planned completion date. The schedule will be updated as necessary during the design process to reflect potential changes.

1.2 Concept Plan Update:

LSD will amend and update the concept plan to include added program elements listed above, as approved by the City. The Concept Plan will be submitted for a review as a revised 30% design set with plan and descriptions of added elements, including field and parking expansion, splash pad and picnic area design. Revisions will include updated cost estimate for the park improvements for City review and approval.

1.3 Code Review and Utility Coordination:

LSD and their subconsultants will review applicable codes for proposed improvements and provide general coordination with utility companies. LSD will incorporate known utility information, as provided by the City, into the drawings, and prepare its design with consideration given to existing utilities and infrastructure. We assume that the City or Contractor will be responsible for submitting Request for Service letters and providing addresses as required for power and water.

- Building Codes: LSD, Strand and Architekton will review applicable building codes and permit requirements for incorporation into the project design.
- Lighting and Electrical: Wright Engineering will determine the existing electrical power delivery options. They will coordinate the design with the City and the power provider.
- Splash Pad Mechanical: Aqua Design will provide code review including ADA/ Title II, IBC,

ISPSC and Maricopa County Health Code and other applicable codes regarding public swimming pool and spa safety.

•▶ **Task 2. DESIGN DEVELOPMENT (60%CDs)**

The LSD Team will prepare design development and construction documents for bidding or work with a Construction manager at risk (CMAR) as directed by the City. Construction drawings will be prepared using AutoCAD release 13 or later and incorporate City standard details and specifications. The LSD Team will provide construction documents for the following design services:

2.1 Grading and Drainage Design: The 60% plans and specifications will be developed incorporating comments received from City reviews during the progress meetings. Strand will review grading and drainage plans for compliance with drainage and erosion control requirements. Grading revisions will be made as required to balance cut and fill on the site to the extent practical.

2.2 Layout and Materials Design: LSD will prepare preliminary construction documents based on the approved programming/schematic design layout and construction budget. The layout and materials plans will provide hardscape horizontal control for locating the park improvements including sidewalks, trails, pavilions, pavements, landscaping, lighting and other park amenities. The proposed materials and finishes will be identified on the plan, and LSD will provide preliminary installation details for landscape and utility components. Work will be coordinated with the Project Team and the plans will be supported by preliminary details and specifications.

2.3 Ramada, Shade Structure and Fitness Area Design: The LSD team will work with the City to select ramadas, shade structures and fitness equipment. We anticipate that these will be catalog or prefabricated structures that can be implemented through a design-build process by the Contractor.

2.4 Building Design: LSD will work with Architekton to provide design of two restroom facilities as indicated above. Architekton's design team will prepare and distribute a 60% Construction Document set for city personnel and the design team to review for coordination. Architekton will attend one project client meeting to review the drawings. The DD package deliverables will include floor plans, exterior wall elevations, typical wall sections, typical details, preliminary door schedule, foundation and structural plans, electrical power and lighting design, special systems and code review. The buildings will be naturally ventilated.:

2.5 Splash Pad Design: LSD will work with Aqua Design International to provide an interactive splash and play area that includes code review, equipment room and surge tank, in an area that is between 1500 and 2000 square feet with up to ten (10) spray play features. Aqua Design will provide recommendations for equipment, layout, hydraulic calculations, sanitation equipment design and coordination with other subconsultants.

2.6 Lighting and Electrical Design: 60% plans will be developed based on the approved program. Wright Engineering will assist in the selection of pole mounted field and pathway lighting, including potential relocations to save cost, and provide design for other project electrical needs.

2.7 Planting Design: The landscape plans will identify the locations of all plant materials (including new and salvaged materials) and inert groundcover for aesthetic treatments and dust control. The plan will include a plant schedule, materials schedule, and estimated quantities. We anticipate that the cost of the trees will be covered by storm damage insurance funding. LSD will provide installation details for all landscape components.

2.8 Irrigation Design: The irrigation system will be connected to the existing non-potable water line with its source located near the pond. The irrigation plans will identify all necessary demolition,

removals, new piping and equipment required for a fully functioning irrigation system. The irrigation system will be provided with controls that monitor and meter flows so water usage can be separated for ballfields and other areas of the park.

2.9 Details and Specifications: Preliminary details and specifications will be developed and included in the 60% submittal set for review, and cost estimating.

2.10 Estimate of Probable Construction Cost: LSD will update the estimate of probable construction cost at the 60% level. Upon review of the 60% estimate we will work with the City to adjust the scope of work as necessary, and to develop bid alternatives as needed.

•▶ **Task 3. CONSTRUCTION DOCUMENTS (90%, & Final Bid-Ready/Permit CDs)**

LSD and their subconsultants will prepare final construction documents, based on the approved 60% design and City review comments, that are sufficient for bidding and construction of the work outlined above and per the stipulated project budget. The Construction Documents will include plans and details (drawn in AutoCAD 2013), and technical specifications (in MS Word format). Construction Documents will consider compliance with City Standards, and building codes, guidelines and standards such as the International Building Code (IBC), The Americans with Disabilities Act (ADA), and ASTM.

3.1 Existing Conditions and Demolition Plans: LSD will prepare a Demolition, Removals and Salvage plan utilizing the existing field survey, site analysis information and design layout. Whenever possible existing landscape elements such as trees, shrubs and site furnishings, that are in good condition, will be salvaged and reused on the project site or other City parks.

3.2 Grading and Drainage Plan: The Grading, Drainage and Erosion Control plans will establish vertical controls to identify final locations of site grading features, stormwater conveyance, detention facilities and other site improvements.

3.3 Layout and Materials Plan: The Layout and Materials plans will establish horizontal controls to identify location of proposed site elements and features. This work includes the design and/or selection of pavements, site furnishings, signage, materials and finishes. The materials and installation details for hardscape and landscape elements will be identified on these plans.

3.4 Building Plans: The LSD Team will work with Architekton to prepare a 100% Construction Document set for GMP pricing and building permits. We will submit the drawings to the City of Avondale building safety department for review. We will revise the document and resubmit once comments are available. This process will continue until the project is ready for permits.

3.5 Splash Pad Enlargement Plans and Details: The LSD Team will work with Aqua Design International to provide plans and details for splash pad systems, controls, equipment room, sanitation equipment and necessary permits from Maricopa County. All permit fees will be paid by the City.

3.6 Enlargement Plans and Details: The LSD Team will provide enlargement plans and details for applicable design elements, as required to allow for competitive bidding and construction.

3.7 Planting Plan: The Planting plans will identify the locations of all plant materials including salvaged and new trees, shrubs and groundcover plantings, as well as inert groundcover for aesthetics and dust control. The plans will include a plant materials schedule, estimated quantities, and installation details.

3.8 Irrigation Plan: LSD will prepare final irrigation design based on the landscape plan. The irrigation system (piping, meter, backflow devices, valves, etc.) will be broken down by quantity and size. LSD will provide installation details for irrigation components consistent with City requirements.

3.9 Utilities, Lighting and Electrical Plan: LSD and their subconsultants will prepare final plans and specifications for changes to the utilities and lighting necessitated by incorporating the comments received.

3.10 Specifications: LSD and its consultants will prepare technical specifications for the work based on Maricopa Association of Governments (MAG) standard specifications and City requirements. It is understood that the front end General conditions, Special Conditions, Instructions for Bidders, and Advertisement for Bid will be prepared by the City.

3.11 Estimate of Probable Construction Cost: LSD will update the estimate of probable construction cost per the agreed upon bid item breakdown.

Products: LSD will develop, coordinate and assemble a Project Manual that consists of Plans, Specifications and an Estimate of Probable Construction Cost at 90% and 100% completion. applicable plan sets for Landscape, Engineering and Architectural work will be sealed by an Arizona licensed professional. Plans and Specifications shall be provided in standard City format or as otherwise requested. The Project Manual will include design of the items identified under Scope of Work, and as otherwise amended to fit within the approved project budget..

LSD will furnish copies of the Project Manual for bidding and construction including one (1) full-size set of plans, and five (5) half size sets on bond paper, and one (1) copy of final specifications and cost estimate for the City's use. It is understood that the City will be responsible for printing and reproduction of the drawings and documents as required. LSD will provide all final Construction Documents in original digital formats, including Work, Excel and PDF in electronic format. Digital copies of the design files (AutoCAD) will be provided if requested.

► CONSTRUCTION ADMINISTRATION

4.1 Pre-Construction Meeting: Prior to the commencement of construction, LSD, and appropriate subconsultants, will attend a Pre-Construction Meeting with the selected general contractor, their subcontractors, and the project team. The goal of the Pre-Construction meeting will be to discuss administrative procedures, establish field communication protocol, and to review contractual and technical requirements. It is anticipated that this meeting will be held at the General Contractor's job site office.

4.2 Post Design Services: The additional scope of work will require additional efforts for Construction Administration tasks. For this incremental effort the LSD team will review required submittals, shop drawings, and mock-ups for landscape items, buildings, splash pad, site improvements and irrigation, as described in the project specifications. The LSD team will respond to Requests for Information (RFI)'s, make requested design changes during construction, and provide instructions and/or drawings (Supplemental Instructions) to support the requested additional design services.

4.3 Meetings and Site Visits During Construction: LSD or its subconsultants will visit the project site up to five (5) additional times during construction, to observe construction progress, review critical site items as listed below, and report on progress to Owner. Necessary site visits will be scheduled at the Pre-Construction Meeting and coordinated by the City and the General Contractor. The site visits will include the following reviews (assume that some will occur concurrently:

- Building placement and major area hardscape layout as determined at preconstruction meeting.
- Rough Grading prior to placement of pavements, topsoil or inert material.
- Nursery Visit for plant material selection approval.
- Approval of Plant Material staking
- Approval of Lighting placement
- Irrigation Installation testing prior to backfill.
- Final walkthrough and Punch lists
- Warranty Walkthrough

DESIGN FEE:

LSD proposes to complete the work specified above for a Cost Plus Fee, broken down by tasks as outlined below. Subconsultant fees and direct reimbursable expenses (printing, mileage, and deliveries) are identified separately. Subconsultant fee proposals are attached as a supplement to this proposal.

Section I – Design Development, Construction Documents and Administration			
Logan Simpson Design (Prime)	Total		
Task 1.0 Project Coordination	\$8,171.		
Task 2.0 Design Development	\$14,154.		
Task 3.0 Construction Documents	\$13,290.		
Task 4.0 Construction Administration	\$4,326.		
LSD Subtotal		\$39,941.	
Subconsultants (at cost):			
Strand Survey and Civil Engineering	\$14,200.		
Wright Electrical Engineer	\$11,270.		
Aqua Design International	**\$27,500.		
Architekton	+\$60,000.		
Subconsultants Subtotal		\$112,970.	
Direct Reimbursable Expenses*		\$5,000.	
TOTAL FEE AND EXPENSES		\$157,911.	

Note:

* Reimbursable expenses are estimated at cost, not to exceed, and include mileage, printing, expedited delivery and geotechnical work.

**Splash Pad is based on 2,000 Sq Ft facility with 10 features, controls and surge tank.

+ Architectural Design for renovations of the existing north restroom building and new restroom building near the playground.

ASSUMPTIONS

Following is a list of items that are not included as part of the Scope of Work, but may be provided upon request at an additional agreed upon cost.

1. Cost estimating will be provided utilizing recent experience with similar types of construction. If detailed construction estimating is required, the City can bring in a CMAR, or the LSD team can provide detailed cost estimating at additional cost as approved by the City.
2. Meetings other than those specifically identified above, including public meetings, public engagement and public relations.
3. Improvements, including utilities, necessary for future phases in accordance with the approved Master Plan.
4. Design of improvements in the McDowell Road Right of Way or other locations off of the project site. We will redline draft drawings of McDowell Road improvements provided by the McDowell Road design team.
5. The design of new electrical and water services. We anticipate that existing services will be modified as required to provide additional on-site supply for drinking fountains and irrigation, and lighting/power. We anticipate that no changes will be required to the existing irrigation water pump station.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3208-714 - First Amendment to the Intergovernmental Agreement with Maricopa County for Community Action Program FY 2014-15

MEETING DATE:

7/7/2014

TO: Mayor and Council

FROM: Stephen Erno, Acting Neighborhood and Family Services Director

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

City Council will consider a request to adopt the first amendment authorizing the renewal of the IGA between the Maricopa County Human Services Department and the City of Avondale for a grant in the amount of \$112,495 for the provision of Community Action Program Services during the fiscal year 2014-2015, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Community Action Program began serving residents of Avondale in 1964. Services are provided to the residents of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for a crisis and this find themselves having to ask for assistance when the head of household experiences a lay-off, when an accident causes a disability, or when an elderly parent or newborn joins the family.

DISCUSSION:

Community Action Program services include: information and referral; advocacy; crisis intervention; emergency food box referral; employment search; energy education; and housing, rental, and energy assistance. Staff provides assistance to residents facing personal or economic emergencies, or crises such as loss of home, job, or household income. Each family applying for assistance is offered crisis case management services which provide a structure in which family members receive information and learn skills which assist them in reducing emotional and financial crisis in the future.

BUDGET IMPACT:

Total funding provided by Maricopa County Human Services Department for FY 2014-15 is \$112,495. There is no match requirement from the General Fund.

RECOMMENDATION:

Staff recommends City Council adopt a resolution approving the first amendment to the IGA with the Maricopa County Human Services Department and the City of Avondale for a grant in the amount of \$112,495 for the provision of Community Action Program Services during the fiscal year 2014-2015.

ATTACHMENTS:

Description

[Resolution 3208-714](#)

RESOLUTION NO. 3208-714

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR A GRANT AWARD TO OPERATE THE COMMUNITY ACTION PROGRAM FOR FISCAL YEAR 2014-15.

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

SECTION 1. The First Amendment to the Intergovernmental Agreement (No. C-22-13-071-3-01) between the City of Avondale (the “City”) and Maricopa County for a grant award to operate the City’s Community Action Program for Fiscal Year 2014-15 (the “First Amendment”) is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, July 7, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3208-714

[First Amendment to the Intergovernmental Agreement]

See following pages.



AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF AVONDALE



- I. The purpose of Amendment #1 is to renew the contract and extend the termination date from June 30, 2014 to June 30, 2015 with a contract reimbursement ceiling of \$112,495. Changes executed are as follows:
A. Contract Termination Date
Previous: June 30, 2014
Change to: June 30, 2015
B. Contract Ceiling
Previous: \$91,256
Change to: \$112,495
C. An approved Operating Budget is attached herein.
II. The foregoing paragraph contains all the changes made by this Amendment. All other terms and conditions of the original agreement remain the same and in full force and effect.

IN WITNESS THEREOF, the Parties have signed this agreement:

APPROVED BY: CITY OF AVONDALE

APPROVED BY: MARICOPA COUNTY

Mayor

Denny Barney
Chairman, Board of Supervisors

Date: _____

Date: _____

Attested To:

Attested To:

City Clerk

Maricopa County Clerk of the Board

IN ACCORDANCE WITH A.R.S. § 11-952 AND 11-251, THIS AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY(S) WHO HAVE DETERMINED THAT THIS AMENDMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Attorney for the City

BY: _____
Maricopa County Deputy County Attorney

Date: _____

Date: _____

ITEMIZED SERVICE BUDGET SFY15

CONTRACT SERVICE: Crisis Case Management and Financial Assistance Services

CONTRACT PERIOD: 7/01/2014 to 6/30/2015

PROVIDER NAME: City of Avondale for Central West Community Service Area

RCS = Rate Chargeable to Service

I PERSONNEL								
Position Number	TOTAL FTE Level	Position Title	TOTAL Salary for Period 7/1/14 - 6/30/2015	TOTAL FTE Level for Contract Service	TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Proposed Cost to MCHSD	
1	1.00	Social Services Coordinator	\$34,774.18	1.00	\$34,774	\$0	\$34,774	
2	1.00	Social Services Coordinator	\$41,999.97	1.00	\$42,000	\$0	\$42,000	
3	1.00	Communnity Outreach Coordinato	\$58,739.25	0.50	\$29,370	\$29,370	\$0	
4	1.00	Family Services Manager	\$82,400.00	0.50	\$41,200	\$41,200	\$0	
Total FTE's dedicated to this contract:				3.00	TOTAL:	\$147,344	\$70,570	\$76,774

II EMPLOYEE RELATED EXPENSES								
ITEM	BASIS			TOTAL COST	MCHSD COST			
Various Fringe Benefits	Average Fringe Rate Percentage 32.5000% times			Total Proposed Cost to MCHSD \$76,774	\$47,887	\$22,935	\$24,952	
TOTAL:					\$47,887	\$22,935	\$24,952	

III PROFESSIONAL AND OUTSIDE SERVICES								
ITEM	BASIS			TOTAL COST	MCHSD COST			
Angel Call System	FY14 Expenditure Basis			\$11,750	\$4,481	\$7,269		
TOTAL:					\$11,750	\$4,481	\$7,269	

IV TRAVEL								
ITEM	BASIS			TOTAL COST	MCHSD COST			
							\$0	
TOTAL:					\$0	\$0	\$0	

V SPACE								
ITEM	BASIS			TOTAL COST	MCHSD COST			
							\$0	

\$0

TOTAL: \$0 \$0 \$0

VI MATERIALS AND SUPPLIES

ITEM	BASIS	TOTAL COST	MCHSD COST	
Desk Printer	Cost Estimate	\$2,500	\$1,000	\$1,500
Office Supplies	FY13 Expenditure Basis	\$3,000	\$1,500	\$1,500
Postage	FY13 Expenditure Basis	\$500		\$500
TOTAL:		\$6,000	\$2,500	\$3,500

VII OPERATING SERVICES

ITEM	BASIS	TOTAL COST	MCHSD COST	
				\$0
TOTAL:		\$0	\$0	\$0

		TOTAL COST for Contract Service	Cost of Contract Service to Other Resources	Proposed Cost to MCHSD
VIII	TOTAL Costs per Column:	\$212,981	\$100,486	\$112,495
	List All Administrative/Operating Cost REVENUE SOURCES:		Total of Other Resources Revenue(s)	Total Proposed Cost to MCHSD
	MCHSD (proposed)			\$112,495
	City of Avondale		\$75,486	
	City of Goodyear		\$25,000	
IX	TOTAL REVENUES:	\$212,981	\$100,486	\$112,495



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3204-714 - Second Amendment to the Grantee Agreement with First Things First Southwest Maricopa Regional Partnership Council

MEETING DATE:

7/7/2014

TO: Mayor and Council**FROM:** Stephen Erno, Acting Neighborhood & Family Services Director, 623-333-2738**THROUGH:** David Fitzhugh, Acting City Manager**PURPOSE:**

Staff is requesting City Council adopt a resolution authorizing the second amendment to the grantee agreement with First Things First Southwest Maricopa Regional Partnership Council to receive \$175,000 in funding for the provision of services to families with children under five years of age and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Arizona Early Childhood Development and Health Board, known as First Things First, is a State agency established by voter initiative to support a voluntary system of early care and education. The objective is to provide an array of education and health programs for families with children from birth to age five. The Southwest Maricopa Regional Partnership Council (Regional Council) represents Avondale and surrounding communities and is charged with making strategy and funding recommendations to the First Things First Board.

DISCUSSION:

The grant agreement provides an award of \$175,000. A subgrant of approximately \$45,000 will be provided to extend the contract with a non-profit organization to conduct on-site health insurance enrollment. In addition, approximately \$33,500 will be utilized for contracted services in the areas of early childhood development. The remaining funds will be used to support staff costs and supplement operational revenues.

BUDGET IMPACT:

No matching funds are required to receive this grant, and the General Fund will not be impacted.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the second amendment to the grantee agreement with First Things First Southwest Maricopa Regional Partnership Council to receive \$175,000 in funding for the provision of services to families with children under five years of age and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution No. 3201-714](#)

RESOLUTION NO. 3204-714

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE GRANTEE AGREEMENT WITH THE FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

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

SECTION 1. The Second Amendment to the Grantee Agreement with the First Things First Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board relating to services at the City of Avondale Family Resource Center (the “Second Amendment”) 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 Second Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, July 7, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3204-714

[Second Amendment]



FIRST THINGS FIRST

4000 North Central Avenue, Suite 800
Phoenix, Arizona 85012
Phone: 602-771-5100
Fax: 602-274-7040
www.azftf.gov

Chair

Steven W. Lynn

Vice Chair

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Ruth Solomon

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Director DES

Will Humble
Director ADHS

John Huppenthal
Superintendent ADE

Chief Executive Officer

Sam Leyvas

DATE: June 11, 2014
TO: City of Avondale
ATTENTION: Stephanie Small
ssmall@avondale.org
FROM: Dana Browning
RE: Grant Renewal Information

Congratulations on the renewal of your grant from the Southwest Maricopa Regional Partnership Council. The award period for your grant, GRA-RC007-13-0496-01-Y3, is July 1, 2014 through June 30, 2015.

Follow Up Action Necessary

Please print **two** copies of the attached Grant Renewal Amendment form, obtain original signatures by your designated signatory, and mail both originals back to my attention. First Things First will countersign and return one original for your records.

For your FY15 grant, the reimbursement requests, data and narrative reports, and general grant management documentation will continue to be submitted through the Partner and Grant Management System (PGMS). Please reference the Grantee Resources Folder in PGMS for the most current versions of the budget modification request and staff change notification forms.

Your current grant ends June 30, 2014 and the current terms require final data and narrative reports be submitted on or before July 21, 2014 and your **final request for reimbursement must be submitted no later than August 15, 2014** (45 days from the grant end date.) Unexpended funds from 2014 do not carry over to the 2015 fiscal year.

If you have any questions, please contact either of us, Annette Garcia, angarcia@azftf.gov, 602-771-5089 or Dana Browning, dbrowning@azftf.gov, 602-771-5094. We look forward to working with you again this year.

 FIRST THINGS FIRST <i>Ready for School. Set for Life.</i>	Grant Renewal Amendment		Early Childhood Health and Development Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5000 (602) 265-0009 fax
	2015 Grant Award GRA-RC007-13-0496-01-Y3 Southwest Maricopa Family Resource Centers	Page 1 of 1	

CONTRACTOR:

City of Avondale
 11465 W. Civic Center Drive
 Avondale, Arizona 85323

PURPOSE OF AMENDMENT:

1. Pursuant to Special Terms and Conditions, "Contract Renewal", of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to renew the Grant Agreement/Contract Award number referenced above. The renewal start date is July 1, 2014 and end date is June 30, 2015.
2. Total award amount for the contract period is \$175,000.00
3. The Grantee is responsible for all updated Standards of Practice located for reference in the First Things First Grant Management System known as PGMS under Grantee Resources.
4. All other terms and conditions remain unchanged.

Contractor hereby acknowledges receipt and understanding of the contract amendment.

Signature _____

Name _____

Title _____

Date _____

The above referenced amendment is hereby executed effective July 1, 2014 once signed and dated below:

 Josh Allen
 CFO/COO

 Date



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3205-714 - Public Art Master Plan

MEETING DATE:

7/7/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff requests the City Council adopt a resolution adopting the Public Art Master Plan.

BACKGROUND:

The City's Public Art Master Plan was originally adopted by the City Council on December 4, 2006. Over the last year the Municipal Art Committee (AMAC) requested that staff update the plan in an effort to create additional art opportunities throughout the City. Avondale's Public Art Master Plan was developed with the AMAC whose charge is to make recommendations to the Avondale City Council on all public art policy matters.

The Master Plan process included participation and guidance from the Municipal Art Committee, interested art stakeholders, Historic Avondale artists, and the general public. A workshop was held on August 20, 2013 with the committee to solicit ideas and input on the proposed plan. Staff prioritized ideas from the committee with the creation of live/work space and marketing being the most important elements to creating a destination for arts and culture. Staff followed up with a Community Meeting on January 7, 2014 to obtain additional feedback from the community.

As a companion to this document, staff also presented the Historic Avondale Design and Development Guidelines (HADDG) as it pertains to the Creative Arts District on Western Avenue identified in the HADDG. In addition, as a companion to the Avondale General Plan 2030 and its Art and Heritage Element this document further defines the General Plan's goals and policies for art.

On February 25, 2014 the Municipal Art Committee made a recommendation of approval of the plan to the City Council. On April 7, 2014 staff presented the draft plan to the City Council. No additional public comments have been received since that date, however staff is currently working to identify options for a proposed archway across Western Avenue as discussed during the work session. Options will be discussed with the Art Committee and presented to City Council for final direction.

DISCUSSION:

Public art reflects the character and quality of life in communities. In addition to the economic benefits that public art can bring to a municipality, it holds an even greater role of creating a "sense of place". Avondale's sense of place has emerged over the last several years into a community that

embraces its rich history, puts quality of life at the forefront, and is continuing to build on economic opportunities.

The updated document describes what public art is and why it is important, the specific characteristics of art for Avondale, as well as detailing the function of AMAC, its role, the vision, objectives, strategies, and an implementation program. As identified in the plan the specific characteristics of what Art should be is listed below:

- *A reflection of the community's heritage and culture;*
- *Diverse, eclectic, vital, embracing, celebratory, practical and beautiful;*
- *Fun, creative, playful, a destination, a catalyst; and*
- *Past, present, and future*

The plan also identifies specific criteria for selecting and acquiring public art, procedures for securing, documenting, and maintaining City owned art whether its permanent/long term or temporary/rotating art, and identifying a 5 -year project plan with potential locations, and funding resources.

The public art collection has been included in Appendix C of the plan which includes several pieces which tie back into the reflection of the City's heritage and culture of which to build on.

BUDGET IMPACT:

There are no budgetary impacts.

RECOMMENDATION:

Staff is recommending Council adoption of a resolution adopting the City of Avondale Public Art Master Plan.

ATTACHMENTS:

Description

[Resolution 3205-714](#)

RESOLUTION 3205-714 – PUBLIC ART MASTER 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/34748>



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1552-714 - Deannexation of Right-of Way and Roadway along Indian School Road

MEETING DATE:

7/7/2014

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

Staff is recommending Council adoption of an ordinance deannexing a portion of right-of-way and roadway along Indian School Road previously annexed by the City of Avondale in accordance with an Intergovernmental Agreement with the City of Litchfield Park.

BACKGROUND:

On November 2, 2012 the Avondale City Council annexed a portion of right-of-way and roadway along Indian School Road between Dysart Road and west of El Mirage Road. The annexation was one of the first steps outlined in the Intergovernmental Agreement with Litchfield Park for the City of Avondale's potential annexation of the Wigwam Creek South subdivision.

On June 2, 2014, Council was updated regarding notification by the representatives of the Wigwam Creek subdivision that they were ceasing all efforts to collect the necessary annexation petition signatures.

DISCUSSION:

The IGA stipulates that if the annexation of the subdivision does not move forward, the City of Avondale must deannex the previously annexed right-of-way so as to return everything to the status before the IGA was approved.

The City of Litchfield Park held the first hearing of the ordinance that will return the right-of-way to them and is scheduled to hold the second hearing and adopt the ordinance in August. Once both cities have adopted their respective ordinances, they will be submitted to the County Board of Supervisors for approval. The approval will represent the final action required to fulfill the requirements of the IGA and will return jurisdiction of the right-of-way and roadway to Litchfield Park.

RECOMMENDATION:

Staff is recommending council adoption of an ordinance deannexing a portion of right-of-way and roadway along Indian School Road east of Dysart Road and west of El Mirage Road.

ATTACHMENTS:

Description

[Ordinance 1552-714](#)

ORDINANCE NO. 1552-714

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY DEANNEXING A PORTION OF RIGHT-OF-WAY, GENERALLY LOCATED ALONG INDIAN SCHOOL ROAD EAST OF DYSART ROAD AND WEST OF EL MIRAGE ROAD.

WHEREAS, ARIZ. REV. STAT. § 9-741.02 provides a method for deannexation of land from one municipality and annexation to another municipality; and

WHEREAS, it is the desire of the City of Avondale (“Avondale”) to deannex to the City of Litchfield Park (“Litchfield Park”) a portion of right-of-way within Avondale’s corporate limits, generally located along Indian School Road, east of Dysart Road and west of El Mirage Road, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Deannexation Area”); and

WHEREAS, said Deannexation Area is contiguous to the corporate limits of Litchfield Park; and

WHEREAS, the Deannexation Area is comprised entirely of right-of-way, with no owners of real property other than Avondale, such that notice as required by ARIZ. REV. STAT. § 9-471.02(D) is unnecessary.

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 Deannexation Area is hereby deannexed from the corporate boundaries of Avondale, contingent upon the fulfillment of the conditions of ARIZ. REV. STAT. § 9-741.02.

SECTION 3. The Avondale City Clerk is hereby authorized and directed to file a copy of this Ordinance with the Maricopa County Board of Supervisors with a request that the Board of Supervisors set a hearing date as set forth in ARIZ. REV. STAT. § 9-741.02 (D).

SECTION 4. 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 5. The Avondale Mayor, City Manager, City Clerk and 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, July 7, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1552-714

[Legal Description and Map of Deannexation Area]

See following pages

INDIAN SCHOOL DE-ANNEXATION STRIP

LEGAL DESCRIPTION

Those portions of Section 23, Township 2 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, Arizona, described as follows:

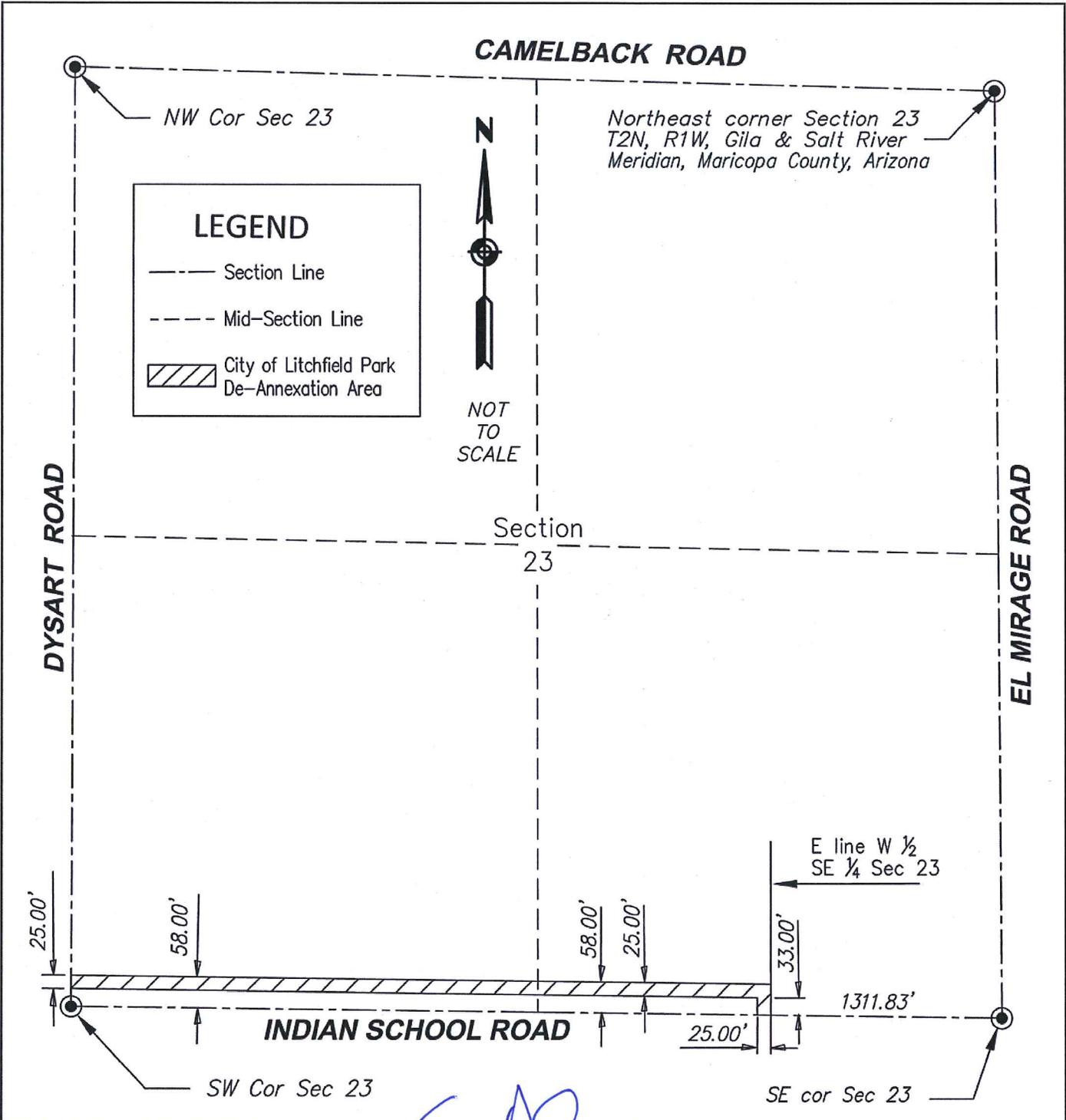
The North 25 feet of the South 58 feet of the Southwest one-quarter.

The North 25 feet of the South 58 feet of the West half of the Southeast Quarter;

The East 25 feet of the South 33 feet of the West half of the Southeast quarter.



EXPIRES: June 30, 2016



Avondale

DEVELOPMENT
SERVICES AND
ENGINEERING
DEPARTMENT



EXPIRES: June 30, 2016

INDIAN SCHOOL
DEANNEXATION STRIP
DEANNEXATION EXHIBIT
Section 23, T2N, R1W, G&SRM

DATE: 7-2-2014
DSN: _____
DRN: LS
CHK: _____

PROJECT NAME
LITCHFIELD PARK - AVONDALE
BOUNDARY ADJUSTMENT
PAGE: 1 of 1



CITY COUNCIL AGENDA

SUBJECT:

Contract Award - NJBSoft, LLC for Compliance Management Software

MEETING DATE:

7/7/2014

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 City Council approve a Purchase and Services Agreement between the City of Avondale and NJBSoft, LLC to provide a Compliance Management Software solution and support services and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

BACKGROUND:

The City's Public Works Department operates a public water system (consisting of groundwater wells, wellhead treatment technologies, booster stations, reservoirs, and distribution pipelines, etc.) and a publicly-owned treatment works (comprised of a collection system, lift stations, wastewater treatment plant, etc.). In order to replenish pumped groundwater, the City also operates a wetlands and recharge facility.

Each of these utilities is operated under one or more permits from state and county regulatory agencies. Each require on-going monitoring, sampling/testing, reporting and recordkeeping. In order to protect these systems, permits also require the City to regulate certain users by means of a cross-connection control and industrial pretreatment program.

City infrastructure has grown over time and will continue to be expanded to meet future demands; moreover, regulatory requirements are increasing in complexity. In order to track and document activities and compliance, staff has historically used a combination of manual reporting and various spreadsheets with limited functionality and integration. To move toward a more comprehensive, automated approach, the City began researching for relevant software solutions.

DISCUSSION:

In accordance with applicable procurement rules, a Request for Proposals for Compliance Management Software was issued on April 8, 2014 and a mandatory pre-proposal conference was held on April 16th. Five interested firms attended the conference and four responsive submittals were received by the May 8th due date. The proposals were then evaluated by Information Technology and Public Works Department staff. NJBSoft's proposal was found to be complete and best meet the needs of the related utilities, programs, and allotted budget.

BUDGET IMPACT:

For year one of the contract, the initial equipment, licenses, installation and support will not exceed \$156,000. Years two through five include maintenance and support of \$23,000 per year for a total of \$92,000. The maximum aggregate amount of the contract is not to exceed \$248,000. Support in future years is at the option of the City and is dependent on City Council approval in the annual budget process.

Funding for this software is available in the Water Quality Operating Budget (Computers and Software Licensing) 501-9115-00-7085.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve a Purchase and Services Agreement with NJBSoft, LLC to provide the Compliance Management Software and support services for a total maximum aggregate amount of \$248,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[PSA - NJBSoft, LLC](#)

PSA – NJBSoft, 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/34743>



CITY COUNCIL AGENDA

SUBJECT:

Consideration of Candidates for Appointment as
City Judge

MEETING DATE:

7/7/2014

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

City Council interviewed the three candidates recommended by the Judicial Advisory Board on June 9th. The Council will once again consider the three candidates and potentially appoint one of them to serve as City Judge.

BACKGROUND:

In the fall of 2013, the Judicial Advisory Board (JAB) was established to advise the City Council on the appointment of a new City Judge in anticipation of the retirement of the former Judge. Membership in the Judicial Advisory Board includes:

The Honorable Joseph Kreamer, Superior Court Judge
The Honorable Elizabeth Finn, Presiding Judge, Glendale City Court
Nonnie Shivers, Arizona State Bar Association
Edward Maldonado, Maricopa County Bar Association
Betty Lynch, Avondale Resident
Kathryn McKinney, Avondale Resident
Allan Switalski, Avondale Resident
Andi Welsh, Avondale Resident

DISCUSSION:

Once appointed, the JAB quickly started the process of selecting three finalists for consideration by the City Council according to the following timeline:

March 2, 2014 Position closed after being advertised by the Human Resources Department. Eighty-three applications were received

April 8, 2014 The JAB held its first meeting to establish the process they would follow and prepared a supplementary questionnaire which was forwarded to all 83 applicants. Sixty-two applicants returned the completed questionnaire

May 14, 2014 The JAB met to review the complete application packets

- and selected ten applicants to interview
- May 27, 2014 The JAB interviewed the ten applicants and selected three finalists to recommend to the Council for further consideration and potential appointment. The recommended finalists are Alison Ferrante, Craig Jennings and Michael Parascandola
- June 9, 2014 City Council interviewed the three finalists, discussed their interviewes during executive session and returned to the regular meeting to vote on an appointment but was unable to obtain a majority vote on the appointment due to having a vacancy on the Council

Newly appointed Council Member David Iwanski has reviewed the application packets and has listened to the audio recording of the interviews. It is now appropriate for the Council to consider the appointment of a finalist to the position of City Judge.

The City Council may accept or reject the board's advice and recommendations. The City Council may also refer a specific appointment back to the board for more investigation and findings and may request that the board recommend additional candidates for consideration. If the City Council elects to appoint a City Judge, the successful candidate will be installed at a future meeting.

RECOMMENDATION:

For information, discussion and possible action.



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Resolution 3206-714 –
Historic Avondale Design and Development
Guidelines

MEETING DATE:

7/7/2014

TO:

Mayor and Council

FROM:

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

THROUGH:

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

REQUEST:

Adopt a Resolution approving the Historic Avondale Design and Development
Guidelines (HADDG).

LOCATION:

Historic Avondale (See Map – Exhibit A)

APPLICANT:

City of Avondale

BACKGROUND:

The Old Town Avondale Business District (OTAB) Design Guidelines (Exhibit B) were adopted in 2001 to “provide guidelines for infill and renovation projects that will enhance the existing character and the aesthetics of Old Town Avondale by providing a definition of style or theme, materials, and site design principles for a safe, attractive, comfortable, and appealing environment for local residents and visitors alike.” This existing document, which applies only to properties fronting Western Avenue between Dysart Road and Central Avenue, establishes recommendations for site organization and development, building design, landscape, signage, lighting and public art.

The document has proven to be very restrictive for businesses in the area. For instance, the guidelines identify 30 specific colors of paint that may be used on facades. Deviation from these colors is not allowed. This has been difficult for the business community to improve their properties. An update to the document is needed to relax the requirements to a degree that will allow existing and future businesses an opportunity to be creative while ensuring cohesive, quality development in the area.

Historic Avondale’s boundaries (Exhibit A) are Lower Buckeye Road to the south, the Agua Fria River to the east, Van Buren Street to the north, and the City’s irregular limit with Goodyear to the west. This overall area, largely developed 3 or more decades ago, is in need of design requirements that will enhance the character of the area while at the same time being respectful of the limitations that many properties have due to smaller size, inadequate infrastructure, etc. As

such, an update to the design guidelines, to include the broader Historic Avondale area and not simply Western Avenue/OTAB, will help to alleviate some of the obstacles for property owners.

Lastly, the scope of the existing OTAB Guidelines is limited to regulating development on private property. A document that integrated private property development requirements with recommendations for public street and sidewalk improvements is seen as a necessity to ensure that the area promotes maximum walkability while retaining its “small town aesthetic charm”.

SUMMARY OF REQUEST:

1. The proposed Historic Avondale Design and Development Guidelines (HADDG) is included as Exhibit C in this packet. The document, if adopted, will replace the current Old Town Avondale Business District Design Guidelines, adopted in 2001 (Exhibit B). A summary of the document is listed below.

2. **Section I, Introduction**, of the proposed HADDG contains nine subsections. The most significant of these are detailed below:

- ***Purpose of the Historic Avondale Design and Development Guidelines:*** Sustaining a healthy, viable Western Avenue, cohesive and well maintained residential neighborhoods, and vibrant business oriented streets such as Central Avenue, Main Street, and Dysart Road are crucial to Avondale’s heritage, economic health of the area, and civic pride of the entire community. The purpose of the HADDG is to provide a basis for understanding and assessing the design quality of proposed preservation, renovation, and new construction projects, both public and private, within the area’s boundaries.
- ***Objectives:*** The document aims to achieve three primary objectives: 1) Preserve the integrity of the historic architectural features of individual buildings, 2) Ensure that alterations or additions to existing buildings maintain the historic integrity of Historic Avondale at large, and 3) Ensure all new development is respectful of the area’s visual and historical character by incorporating elements reflective of the area’s period architecture.
 - ***Applicability:*** Adherence to the HADDG is expected of all new development, redevelopment, and remodeling on properties located within Historic Avondale.
 - ***Flexibility in Development:*** This section highlights the many ways that the City provides flexibility and incentives for property development in Historic Avondale.

3. **Section II, Historic Avondale Districts & Neighborhoods**, respects and embraces the differences in architecture, land use, era of initial development, and overall character that exist throughout the area by dividing Historic Avondale into a series of distinct Districts and Neighborhoods, each with a different character that requires specialized guidelines. The term “District” is applied to areas that are predominantly commercial in nature; the term “Neighborhood” is applied to areas that are largely residential. The proposed HADDG creates eight such Districts/Neighborhoods, as follows:

- ***Creative Arts District:*** This District is comprised of properties adjacent to Western Avenue, primarily west of Dysart Road, extending to Avondale’s border with Goodyear. Additionally, several blocks of Hill Street to the north and Belmont Street to the south are included within this District. The concept for the Creative Arts District is derived from the quaint walkability and historical essence of the area, its designation by the City as a venue for public street fair style events that embrace arts, and the recent influx of creative businesses into the area. The guidelines for this District are intended to further enhance walkability/bikeability (through shading, wider sidewalks, development orientation, etc.), improve visibility and awareness of the area to outsiders, promote live/work units for artists and other mixed-use type development, increase safety, accommodate a future mercado site, and plan for future

parking needs if/when the existing inventory is inadequate. Architectural styles to be used for development or redevelopment in the District are reflective of the street's development pre-1950, and include Territorial, Pueblo Revival, Art Moderne, and Spanish Revival styles. Modern/Contemporary architecture, reflective of art-centric areas throughout the world, is also permitted on the Hill Drive and Belmont Street blocks.

- **Central Avenue Business District:** This District is comprised of commercially used or zoned properties adjacent to Central Avenue from Western Avenue to Van Buren Street. Properties located within the Central Avenue Business District are located on a centralized travel corridor that links early residential areas with essential neighborhood destinations such as schools, churches, and a wide variety of local businesses. Because Central Avenue has developed with an eclectic mix of architectural styles, development/redevelopment will be allowed to use a wider variety of architectural styles but will be required to incorporate elements that create awareness of the historical nature of the surrounding area.
- **Dysart Road Business District:** This District is comprised of properties that are adjacent to Dysart Road and/or Van Buren Street. Both of these streets are characterized by auto-oriented commercial uses developed post-1960. The guidelines for the Dysart Road Business District seek to improve walkability and connections to both Western Avenue and Central Avenue. New development/redevelopment in the District will not have a prescribed architectural style but will be required to incorporate historic features into their designs.
- **Main Street Business District:** This District is comprised of properties adjacent to Main Street/MC-85. The guidelines for this district are intended to create an awareness of the prominent role that Main Street played in automobile travel in the 1940s through 1970s.
- **Eliseo C. Felix Industrial District:** This District is comprised of properties in the vicinity of Eliseo C. Felix Jr. Way, the City's primary industrial area, mostly developed post-1990. The guidelines for this District are intended to ensure compatibility with existing development in the area. No specific architectural style is prescribed for this District.
- **Founding Era Neighborhoods:** The Guidelines apply this designation to two areas – the Madden Neighborhood north of Western Avenue, east of Central Avenue and the Pacific Neighborhood south of Western Avenue east of Central Avenue. These Founding Era Neighborhoods were subdivided and developed with single family homes in the late 1930s through 1940s. New homes built in these neighborhoods will be required to utilize the Early Ranch, Spanish Colonial Revival, Pueblo Revival, and early Southwest architectural styles.
- **Growth Era Neighborhoods:** The Guidelines apply in this designation to three areas – the Kinderman Neighborhood west of Central Avenue, north of Western Avenue, the Rhodes Neighborhood west of Central Avenue, south of Western Avenue, and the Harrison Neighborhood, south of Main Street, west of Dysart Road. These Growth Era Neighborhoods were subdivided and developed with single family homes built in the 1950s through late 1960s, primarily using the transitional ranch and mid-century suburban ranch architectural styles. New development in these Neighborhoods should utilize these styles.
- **Contemporary Era Neighborhoods:** The Guidelines apply in this designation to three areas – the Mountainview Neighborhood north of Lower Buckeye Road, east of Litchfield Road, the Ludlow Neighborhood east of Central Avenue, south of Van Buren Street, and the Tres Rios Neighborhood, east of Dysart Road, south of Main Street. These Contemporary Era Neighborhoods were primarily subdivided and developed in the 1970s through present day using a variety of more contemporary, standardized architectural styles. New development in these Neighborhoods will not be limited to any particular architectural style but will be required to provide a high level of visual appeal.

4. **Section III, Historic Avondale Design Guidelines**, contains design expectations that should be utilized throughout all of Historic Avondale and are not limited to any particular District/Neighborhood. This Section includes provisions for Sidewalks/Plazas, Patios, Walls/Fences, Site Furnishings, Landscaping, Irrigation, Lighting, Signage, and Gateway Monumentation. All items in this section are designed to enhance the overall character of the Historic Avondale area and tie the various sub-areas together.

5. **Subsection IV, Public Art Integration**, discusses opportunities to continue expanding the influence of the Creative Arts District, through physical forms such as sculptures, mixed media, as well as performing art.

6. **Subsection V, Preservation, Renovation, and Infill Development**, establishes the groundwork that will allow buildings and sites to be officially recognized as historic places and ensure their preservation into the future.

7. **Subsection VI, Implementation Strategies**, identifies six future steps that can be taken to further the objectives of the HADDG.

8. **Appendix A, Design Library**, contains images that depict many of the concepts, architectural styles, furnishings, and other design concepts referenced throughout the bulk of the document.

9. **Appendix B, Aerial Photograph Atlas**, contains aerial photographs of Historic Avondale's main roadways – Main Street, Western Avenue, Central Avenue, and Dysart Road – that will preserve a record of existing development patterns to compare to future redevelopment of the area.

PARTICIPATION:

The Planning Commission held a work session to discuss this update on July 18, 2013. Discussion was focused primarily on Western Avenue, in particular the necessity of shading sidewalks to increase pedestrian usability and the importance of art to the revitalization of the area (Exhibit D).

The City Council held a work session on this item on August 12, 2013 (Exhibit E). Items discussed by Council Members included:

- Keeping the existing trees on Western Avenue,
- The use of lighting to draw attention, increase safety, and create an area identity,
- Easing of design restrictions within reason to promote creativity,
- Revitalization of neighborhoods is key to revitalization of commercial areas,
- Potential disruption to area businesses,
- The need for a “gateway” to draw people’s attention to Western Avenue.
- Parking,
- Evaluation and possible expansion of incentive programs.

A meeting was held to discuss the document with interested local parties on June 20, 2013 at the Sam Garcia Library. There were fifteen people in attendance, representing nine different businesses on Western Avenue within the Old Town Avondale Business District. Staff briefly discussed concepts for the new Historic Avondale Design Guidelines, including potential street improvements to Western Avenue, Dysart Road, Central Avenue, and Main Street. Comments from the business community included the need for more parking, incomplete or blocked sidewalks, ugly signage, lack of visibility, poor landscape maintenance, and vacant or damaged buildings. Positives included the sense of community amongst the business owners, the small-town feel of the area, and the City’s continuing assistance in revitalization.

The proposed Historic Avondale Design and Development Guidelines have been available for public review and comment for the past three months. All persons on the City’s interested parties list, the people that attended the neighborhood meeting, and members of the local art community were all sent emails providing the website link and asking for feedback. No feedback was received in the three month commenting time period.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on May 15, 2014, and voted 7-0 to recommend approval of the request (Exhibit F).

ANALYSIS:

Building on Avondale's heritage and cultural influences, a primary goal of this document is to develop guidelines intended to create a strong "Sense of Place", improve the pedestrian experience, identify a feeling of common identity that stretches across all of Historic Avondale, and provide a unique shopping experience that reminds residents and visitors of an earlier place in time.

Approval of this document will assist in:

- Ensuring quality in site design and preserve the integrity of the historic architecture
- Identify the design for areas that promote shopping, dining, mercado, and socializing
- Create walkable, aesthetically pleasing, historic themed streetscapes.
- Foster the area's Creative Arts District and special event opportunities
- Develop signage/wayfinding systems that provide informational and directional information while adding to the aesthetic of Historic Avondale.
- Address parking and connectivity for all businesses in Historic Avondale.
- Identifying ways in which the pedestrian network throughout all of Historic Avondale can be improved.
- Allowing for greater creativity in façade/building design while ensuring architecture is contextually appropriate in any given location.

Conclusion:

Staff recommends approval of the Historic Avondale Design and Development Guidelines.

FINDINGS:

The proposal reflects careful long-range planning and is in conformance with the General Plan Goals and Objectives for Historic Avondale.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt the Resolution approving Application PL-12-0139, a request to approve the Historic Avondale Design and Development Guidelines (HADDG).

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** a Resolution approving Application PL-12-0139, a request to approve the Historic Avondale Design and Development Guidelines (HADDG).

ATTACHMENTS:

Description

[Exhibit A - Historic Avondale Boundary Map](#)

[Exhibit B - Existing "Old Town Avondale Business District Design Guidelines"](#)

[Exhibit C - Excerpt of Planning Commission Work Session Meeting Minutes \(July 18, 2013\)](#)

[Exhibit D - Excerpt of City Council Work Session Meeting Minutes \(August 12, 2013\)](#)

[Exhibit E - Excerpt of Planning Commission Meeting Minutes \(May 15, 2014\)](#)

[Resolution 3206-714](#)

PROJECT MANAGER

Ken Galica, Senior Planner (623) 333-4019



HISTORIC AVONDALE & ADJACENT AREAS

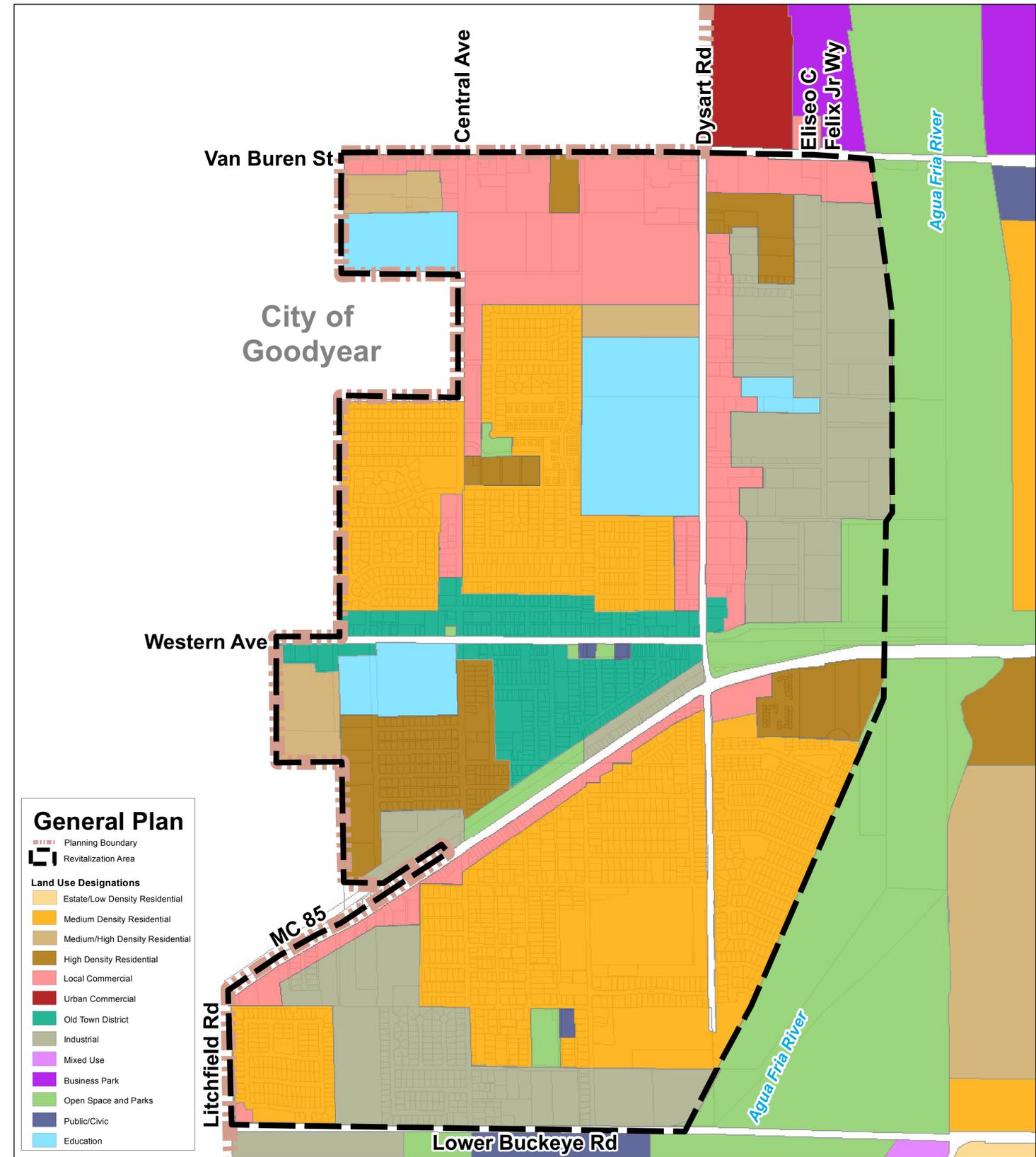
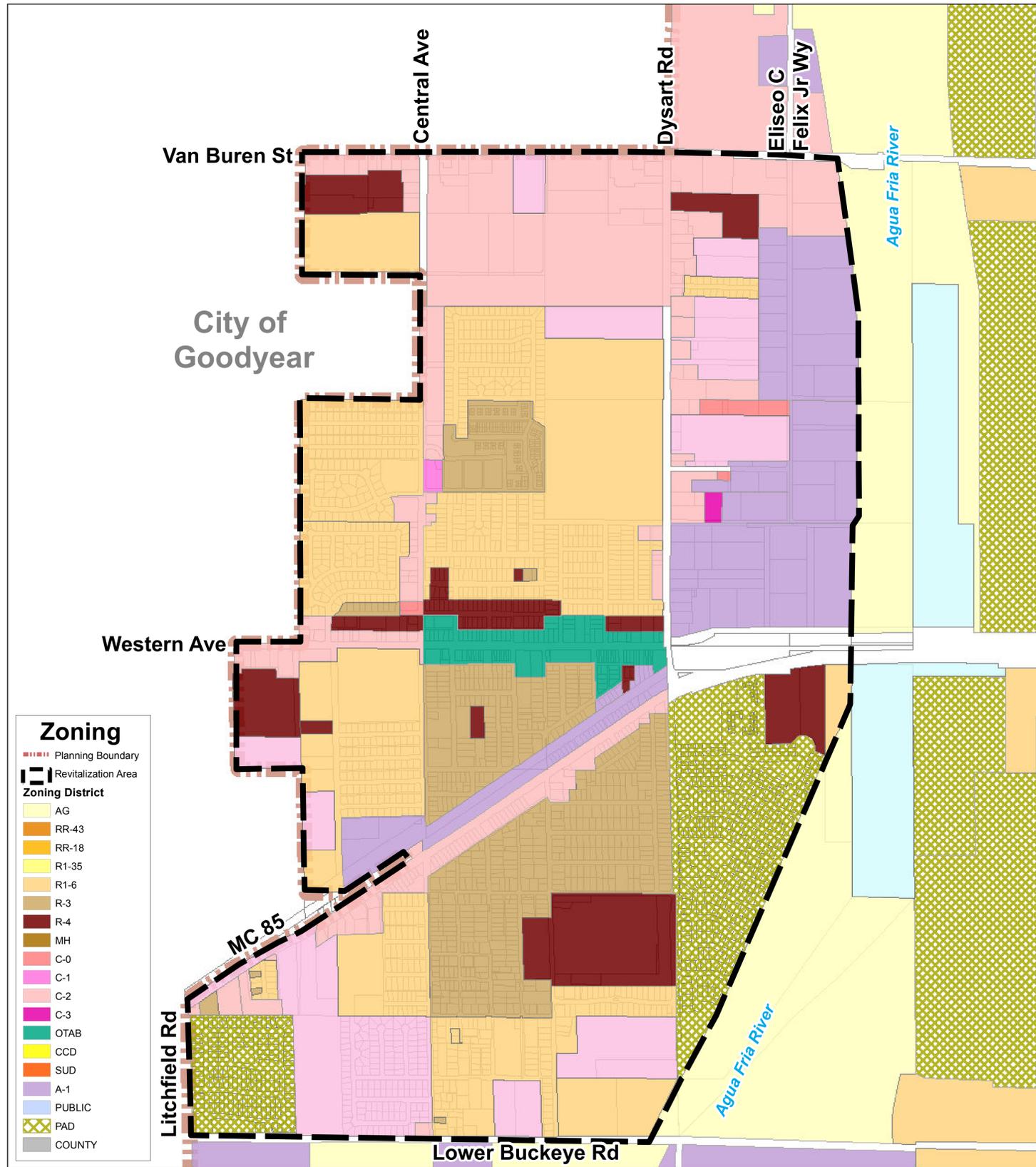


EXHIBIT B – EXISTING OTAB DISTRICT DESIGN GUIDELINES

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/34739>

Excerpt of the Minutes of the Planning Commission Work Session meeting held July 18, 2013 at 5:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

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

COMMISSIONERS ABSENT

Grace Carrillo, Commission (Excused)

CITY STAFF PRESENT

Tracy Stevens, Planning Manager
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II
Jennifer Fostino, Zoning Specialist
Jackie Keller, Landscape Architect/Urban Designer
Linda Herring, Development Services Representative

APPLICATION NO. PL-12-0139

APPLICANT: City of Avondale

REQUEST: Historic Avondale Design and Development Guidelines Work Session

Ken Galica, Planner II, presented information on the Historic Avondale Design and Development Guidelines (HADDG). In 2001, the Old Town Avondale Business (OTAB) District Guidelines were adopted to cover properties fronting Western Avenue between Central Avenue and Dysart Road. OTAB provided very specific suggestions, which in some instances has limited the ability of businesses to expand or renovate. Historic Avondale was introduced as a new term to describe the area in the General Plan 2030.

Mr. Galica said HADDG covers a much larger area than just Western Avenue and addresses solutions that encourage quality infill development. Important distinctions will still be made for specific areas within Historic Avondale, such as Western Avenue. The purpose of this document is to create a sense of place throughout. In pursuing this goal, the plan calls for usable, historically themed streetscapes; pavement changes; enhancing sign quality; and improved lighting, landscaping, and wayfinding.

Mr. Galica said that HADDG will emphasize strong architectural design, creativity and community driven art initiatives, while providing more flexibility. Innovative solutions would be sought to alleviate parking issues, possibly through existing and potential City-owned parking facilities. Streets could potentially be narrowed, and a conversion to parallel parking would allow for wider sidewalks.

Mr. Galica reported that the neighborhood meeting regarding the HADDG was used to identify the area's strengths and weaknesses. Businesses identified problems such as insufficient parking; narrow, disconnected, and obstructed sidewalks; unusually wide residential streets; inadequate tree maintenance; low visibility from Dysart Road; and disconnectedness from the residential neighborhoods. Business owners were appreciative of the City's commitment to progress, the small town feeling, the potential for the area to become a unique destination, an art focus, and the close-knit business community.

Mr. Galica said the next step is to continue building upon the identified concepts. On August 12, City Council will hold a work session to discuss the proposed changes. Another neighborhood meeting is planned for August 22nd to discuss the Text Amendment. The Planning Commission will review the changes again on October 17th, and City Council will consider approval on November 18th.

Commissioner Cotera said the proposal to widen sidewalks would threaten older trees that provide good shade. Jackie Keller, Landscape Architect/Urban Designer, responded that there are ways to develop around existing trees, but doing so limits flexibility. The removal of trees is a tradeoff for providing better conditions for business owners. Initially, shade would be reduced, but in five to six years, using fast growing trees, the overall conditions will be better. Commissioner Cotera pointed out that trees at Gateway Pavilions are no bigger now than they were when first planted ten years ago. Ms. Keller acknowledged that Avondale has many challenges to creating a healthier urban shade forest, but said there are ways to deal with those concerns. Commissioner Cotera suggested that the City develop a cohesive plan before removing any trees.

Commissioner Amos felt the sidewalk widening project should avoid areas that already have shade trees. She noted that Western Avenue parking was converted to a diagonal configuration relatively recently. Mr. Galica responded that the conversion was done in 2002, and has generally improved the area, but the situation remains far from optimal. Narrow sidewalks dictate that pedestrians walk single file, and they prevent businesses from developing a vibrant outdoor component. Commissioner Amos felt diagonal parking was preferable to parallel parking. Mr. Galica noted that diagonal parking has proven more hazardous than parallel parking, as it reduces visibility to the rear.

Chair Scibienski inquired about the possibility of leaving the trees in place and wrapping them with benches. Mr. Galica agreed that was a possibility consider. The plan remains a work in progress. Chair Scibienski said in the past, Avondale removed many old trees that could have remained in place, and that should not be allowed to happen again. Commissioner Cotera said large trees only exist in Arizona in places where they have been around for a long time. Western Avenue is distinctive partly because it has the large trees. Their removal would detract from the area's sense of place and reduce the amount of available shade, which in itself is an attraction.

Commissioner Long asked whether the document establishes requirements, or would they simply serve as optional guidelines. Mr. Galica explained that the guidelines would be expected of development, but not required, in that a business could still propose

something that meets the intent, if not the letter of the document. Commissioner Long said he understands the vision, but expressed doubt that it would really happen. Many of the businesses on Western Avenue struggle to meet basic building and fire codes, so it is unrealistic to expect them to undertake extensive upgrades. Mr. Galica said Neighborhood and Family Services has access to federal grant monies that are specific to infill areas.

Commissioner Amos said she supports the idea of sidewalk conformity, but the thought of replacing distinctive trees with common desert trees would make Western Avenue like any other place in the Valley. Vice Chair Demlong said he supports protecting mature vegetation, but some older trees have become unhealthy due to poor pruning.

**City Council Work Session Meeting – Excerpt of Meeting Minutes
August 12, 2013**

2) HISTORIC AVONDALE DESIGN AND DEVELOPMENT GUIDELINES (PL-12-0139)

Ken Galica explained that the Historic Avondale Design and Development Guidelines is a new document being developed to replace the Old Town Avondale Business District Guidelines (OTAB), which was adopted in 2001. OTAB only applies to Western Avenue businesses and is very prescriptive in nature. Historic Avondale is a relatively new term used to describe the broader area around Western Avenue, most of which was completely developed at least three decades ago. The area is in need of new design solutions that will enhance the character of the area, while providing additional flexibility to parcels that face many limitations that other areas of the city do not.

Mr. Galica said the boundaries of Historic Avondale are formed by the Agua Fria River on the east, Van Buren on the north, Lower Buckeye Road to the south, and the Goodyear city limits to the west. The purpose of the guidelines is to retain and enhance Historic Avondale's character through preservation, renovation and infill projects to provide revitalization and economic diversification consistent with the City's historical attributes, while addressing the current and future needs of residents and visitors. Sub areas within the document will respond to the specific needs of particular character areas, but other aspects will apply throughout the area.

Mr. Galica said the guidelines are about creating a sense of place in a way that recognizes the issues that area property owners and businesses experience. Goals include:

- Creating usable, historic themed streetscapes, which could include decorative lighting, and special programming and activities.
- Identifying measures that can be taken to enhance on-street parking, and to improve shading and aesthetics in City-owned lots to promote more use. The parking configuration on Western Avenue could be modified from diagonal to a parallel pattern, which would allow for wider sidewalks.
- Enhancing opportunities to use public art throughout the area, and encourage art walks, festivals, and other events. Improving the lighting for safety, aesthetics, and ambiance.
- A signage and wayfinding program to enhance the image of the area, which would be incorporated into the City's overall branding effort.
- Landscaping improvements adjacent to streets and sidewalks to add sidewalk shading and new pavement surfaces while delineating key entry areas into Historic Avondale that promote a sense of arrival.
- Architectural guidelines that allow for greater creativity in façade/building design and reflect the historic nature of the area. Current guidelines would be relaxed enough to still ensure a minimum level of quality, while allowing the residents and business owners in the area a greater amount of expression to create a more vibrant locale.

Mr. Galica reported that a neighborhood meeting was held in Historic Avondale recently. The attendees identified the area's weaknesses as insufficient parking, disconnected sidewalks, poor tree maintenance, low visibility and a poor sense of arrival, and the disconnect between Western Avenue and surrounding neighborhoods. The area's recognized strengths include the City's commitment to progress in the area, the small town feel, the art focus, the potential for a walkable environment, and the community's shared vision. Staff's goal for the guidelines is to address the weaknesses and build upon the strengths. Much progress has been made in the last five years, and a stronger document would ensure that progress continues.

Mr. Galica stated that the next steps are to continue to build upon the outlined concepts and continue the business outreach effort. A neighborhood meeting is scheduled for August 22nd at the Sam Garcia Library. A finished document will be presented to the Planning Commission on October 17th, and to the City Council on November 18th.

Council Member Weise said the Willo District in downtown Phoenix is recognized as one of the most successful revitalization areas in the state. Historic Avondale has that same potential with the right support. He felt the larger healthy trees along Western could remain in place by extending the sidewalks beyond them. Even ten years later, the trees at the Civic Center have yet to grow large, and big old trees make a statement in Arizona. Scottsdale Road has street lighting in downtown that really draws attention, and that same type of treatment could work on Western. He felt the City should ease the design restrictions enough to promote creativity without destroying continuity. The Western Avenue effort will go nowhere unless the surrounding areas are also revitalized. In order for the area to become vibrant again, the right types of businesses and services have to be drawn there, possibly through the use of incentives.

Council Member Karlin noted that this process has been going on for decades now, as each set of plans is eventually replaced by another. The orchid trees that were on Western were replaced, and the landscaper scalped the new trees to the point where they are weak. The street used to have parallel parking, but it was changed to diagonal. Now the plan is to revert it again. All these changes disrupt business. The City has to know when it has spent enough on the area. Western Avenue has its challenges, particularly the inconsistent sidewalks, but also has the potential for being a neighborhood where people can walk to. There is nothing at the gateways to draw people's attention onto Western Avenue. There have been many good revitalization ideas over the years, but many problems remain.

Council Member Vierhout said good street lighting really helps attract attention and makes people feel safer. He would like to find a way to widen the sidewalks without removing the big trees. He inquired whether sidewalk widening would impact the street events held on Western Avenue. Mr. Galica responded that the traffic lanes would remain the same width. The diagonal parking would be replaced by parallel parking, which would result in four to five feet more for sidewalks. Council Member Vierhout inquired about current paint color restrictions. Mr. Galica explained that currently any proposal to change a building's paint scheme requires city approval.

Vice Mayor Scott noted that four of the current City Council members will be seated for at least three years, which means that a reasonable plan has a good chance of succeeding within that time frame if the funding is available. He feels that Western Avenue's biggest problem is parking. If shading will make the City lot more attractive, then it should be done. If parking were made available near each entrance to Western Avenue, the street would become walkable. The color code changes are a good idea. The plan is a good step in the right direction because it addresses some longstanding issues that have hindered redevelopment. It is not the City's job to drive business to Western Avenue, but the City can and has put money and effort into improving the street so that businesses can succeed there. No revitalization effort can succeed without substantial investment.

Mayor Lopez Rogers said cities all across the U.S. struggle with their main streets and older areas. Small businesses are a resilient piece of Avondale, so it is crucial that the City maintain and support them however possible. The Hill Street project has improved the area tremendously and more similar projects should be pursued. People were ecstatic when Western was lit up for Christmas, and lighting can make a big difference. Mayor Rogers indicated she favors bright colors and an Old Town San Diego look would set Avondale apart from other cities in Arizona. While the revitalization effort has gone on for a long time, the current City Council has a clear vision for its future, and that includes the future of Western Avenue. It is important that the interests of the local community are incorporated into the plan.

Council Member Weise noted that Tolleson is revitalizing Van Buren, which will have an impact on Historic Avondale. The City does not owe businesses anything more than police and fire, low taxes, and reliable services. Western Avenue has improved dramatically over the past 18 years. The City has put a lot of money into it, but the returns have been slow in coming compared to other City projects. The plan puts Avondale on the right path without spending too much money.

Council Member Karlin said public art is a big draw, and attention-grabbing works of art could sit at the entrances to Western Avenue to pique people's interest in exploring the street. Catlin Court was a challenging area until Glendale found a way to draw people there with antique shops. Western Avenue has the potential; it just needs to find a draw. She wants to see the street succeed, but the City has to be able to recognize when enough investment is enough.

Vice Mayor Scott said the City Council should consider offering businesses on Western Avenue a limited time frame within which they could build or remodel free from City fees. The Central Avenue project will help Western Avenue as well. Mayor Lopez Rogers noted that Western Avenue is busy on Friday and Saturday nights, which indicates that something is happening there that people enjoy.

Excerpt of the Minutes of the Planning Commission meeting held May 15, 2014 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

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

CITY STAFF PRESENT

Tracy Stevens, Development & Engineering Services Director
Chris Schmaltz, Legal Counsel
Ken Galica, Senior Planner
Eric Morgan, Planner II
Linda Herring, Development Services Representative

APPLICATION NO. PL-12-0139

APPLICANT: City of Avondale

REQUEST: Historic Avondale Design and Development Guidelines

Ken Galica, Senior Planner, stated staff has been working on the HADDG for the past two years. The Old Town Avondale Business District (OTAB) Design Guidelines were adopted in 2001 and have guided development on Western Avenue since then. That document established recommendations for site development, building design, landscaping, signage, lighting, and public art directly related to private development. It does not address street treatments, and other things the City can do to improve the environment.

Mr. Galica said City Council determined that Historic Avondale is a term that should apply to more than just Western Avenue, but rather the area bounded by Van Buren Street, the Agua Fria River, Lower Buckeye Road and the City's western boundary. The area was in need of design solutions that strive to enhance the character and aesthetic beauty of the area, while understanding that properties there face a unique set of circumstances compared to the rest of the City. HADDG addresses both the private and public realms.

Mr. Galica said public involvement in this plan has been great. Two neighborhood meetings were held, on June 20 and August 22 of 2013. Each meeting attracted about 15 to 25 people. The Planning Commission held a work session in July of 2013, and City Council held one in August 2013. The main issues discussed were pedestrian usability, and the importance of a art in revitalizing the area. The plan looks to preserve and renovate public and private

property worthy of preservation, and to encourage new projects that add vitality to the area.

Mr. Galica reviewed the six sections and two appendices of the HADDG. The Districts and Neighborhoods section divides Historic Avondale into eight geographical areas based on the era they were developed, architectural styles, land use, and general character.

- Creative Arts District – Centered on Western Avenue, the focus of this district is on pedestrian/bike improvements, raising visibility and awareness, wayfinding, art-centered development, live/work units, safety and parking improvements, and a traditional mercado. The architectural focus is on types prevalent in the 1930s and 1940s, while contemporary styles will be allowed on Hill Drive and Belmont Drive.
- Central Avenue Business District – This district encompasses businesses adjacent to Central Avenue primarily, with a focus on creating better pedestrian connectivity to services, a stronger street presence for businesses, and encouraging designs that incorporate historic inspired elements with a mid-20th century emphasis.
- Dysart Road Business District – This district incorporates properties that abut Dysart Road, an arterial designed mostly for vehicles. The emphasis will be to enhance pedestrian amenities enough to accommodate transit-dependent persons, and on tree planting on private property to mitigate the visual and heat impact of parking lots. The architectural emphasis will be similar to that used for Central Avenue.
- Main Street Business District – Centered on Buckeye Road/MC 85, this district emphasizes the prominent role Main Street played in the transportation network during the 1940s through 1970s. This approach could create a unique attraction in the Valley. Like Dysart Road, right-of-way is limited, and so the emphasis will be on tree planting on private property.
- Eliseo C. Felix Industrial District – This covers industrial properties primarily built in the 1980s through the 2000s. Architectural styles will include anything that meets the design manual requirements. The emphasis will be on eliminating undesirable views from the public's perspective.
- Founding Era Neighborhoods – These are residential areas developed in the 1930s and 1940s with Early Ranch being the predominant architectural style. Attached two-car garages will be prohibited in this area, except for rear access garages.

- Growth Era Neighborhoods – These areas comprise the bulk of the residential housing in Historic Avondale, and were developed in the 1950s and 1960s. Transitional Ranch and Mid-Century Suburban Ranch are the dominant styles.
- Contemporary Era Neighborhoods – These neighborhoods feature housing built from the 1970s through to the present.

Mr. Galica said Section 3 details design guidelines that tie the entire area together. Many of the remaining sections are administrative in nature. While HADDG specifies styles in some areas, the guidelines are much more flexible than the OTAB guidelines in that, for instance, defined specific paint colors that were required to be used.

Commissioner Demlong said the HADDG would create more work for the staff. Consistency in review over time will depend on how well staff interprets the document. He asked why the document is considered a set of guidelines rather than a manual. Mr. Galica explained that there is no difference between the two. They are both adopted by resolution, rather than by ordinance, and as such, staff could approve projects that meet the intent, if not the letter of the document.

Chair Kugler inquired about the public interest in the arts district. Mr. Galica explained that in addition to Mosaic Art Center, individual artists have moved in or are considering a move to Historic Avondale. A group of local businesses have been organizing their own art walks, which have been growing bigger each month. Chair Kugler requested information on the mercado idea. Mr. Galica stated that is has not been defined at this point, but could be as simple as an open space for a farmer's market, or a building that accommodates a vibrant collection of merchants. This would be a way to get people out of their houses and provide access to healthy food, as well as create another destination in Historic Avondale.

Chair Kugler asked what mechanism would trigger property owners on Dysart Road to make landscape improvements. Mr. Galica responded that landscaping standards would be triggered by any expansion, redevelopment, or new development.

Commissioner Sibienski **MOVED** that the Planning Commission accept the findings and recommend approval of application P L-12-0139, a request to approve a Resolution adopting the Historic Avondale Design and Development Guidelines. Commissioner Long **SECONDED**.

ROLL CALL VOTE

Kevin Kugler, Chair	Aye
Lisa Amos, Vice Chair	Aye
Michael Demlong, Commissioner	Aye
Michael Long, Commissioner	Aye

Gary Smith, Commissioner	Aye
Sean Scibienski, Commissioner	Aye
Grace Carrillo, Commissioner	Aye

Approved 7-0.

RESOLUTION 3206-714 –

HISTORIC AVONDALE DESIGN AND DEVELOPMENT GUIDELINES

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/34737>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3207-714 - Setting the Property Tax
Levy for FY 2014-2015

MEETING DATE:

7/7/2014

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

PURPOSE:

Staff is requesting that Council adopt a resolution setting the property tax levy for fiscal year 2014-2015, in the amount of \$5,960,400.

BACKGROUND:

As required by City Charter, Article VI, Section 6 and ARS §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with ARS §42-17104, a public hearing was held on June 16, 2014 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of ARS §42-17107 by publishing the Truth in Taxation notice in the West Valley View on June 3rd and June 10th. In addition, the notice of tax and fee increases for the FY 2014-15 budget was posted prominently on the City's website sixty days prior the public hearing as required by ARS § 9-499-15.

DISCUSSION:

Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the 2014-2015 fiscal year. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is \$2,546,904. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is \$0.7766 per \$100 of assessed valuation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at \$3,413,500. The secondary property tax rate is \$0.9734 per \$100 of assessed valuation.

The total estimated tax rate for fiscal year 2014-2015 is \$1.750 per one-hundred dollars of assessed valuation, which is \$0.056 less than the fiscal year 2013-2014 combined rate of \$1.806. The total tax levy is \$5,960,400.

BUDGET IMPACT:

The levy amounts have been included as a revenue source for the fiscal year 2014-15 annual budget.

RECOMMENDATION:

Staff recommends that Council adopt a resolution setting the primary and secondary property tax levies for fiscal year 2014-2015, in the amount of \$5,960,400.

ATTACHMENTS:

Description

[Resolution 3207-714](#)

RESOLUTION NO. 3207-714

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH \$100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2015.

WHEREAS, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each \$100.00 of valuation of property within the corporate limits of the City of Avondale (the “City”); and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2014-2015 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, the required hearing was held and the City’s annual budget was adopted by Resolution No. 3203-614 at a meeting of the City Council held on June 16, 2014, at least 14 days prior to adoption of this Resolution No. 3207-714; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

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. There is hereby levied on each \$100.00 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.7766 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$2,546,900), the maximum levy allowed by law for the fiscal year ending on June 30, 2015.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each \$100.00 of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property

tax rate of \$0.9734 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$3,413,500) for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2015.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Treasurer and the Maricopa Board of Supervisors.

SECTION 6. If any provision of this Resolution 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 Resolution.

SECTION 7. 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, July 7, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney