



CITY COUNCIL AGENDA

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

WORK SESSION
November 17, 2014
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. UPDATE ON THE CITY OF AVONDALE WATER RESOURCES

City Council will receive an update of the City's diverse water portfolio, the current condition of our resources and the planning that has prepared us for drought. For information and discussion only.

3. DYSART ROAD TRAFFIC SIGNAL TIMING

City Council will receive an overview of the traffic signal timing on Dysart Road from McDowell Road to Indian School Road, as well as the advantages and disadvantages of changing the traffic signal timing plans. This item is presented for information, discussion, and City Council direction.

4 ADJOURNMENT

Respectfully submitted,

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 politica haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes estos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:

Update on the City of Avondale Water Resources

MEETING DATE:

11/17/2014

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director (623) 333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff will provide an update of the City's diverse water portfolio, the current condition of our resources and the planning that has prepared us for drought.

BACKGROUND:

Recent headlines concerning drought conditions and Colorado River allocations have often painted a picture of gloom and doom for Arizona's future. The dramatic headlines do make great news stories, but don't always convey accurate information on how these issues affect the State and Cities of Arizona. Water Professionals in the state are working hard to share that information.

In 1980 the State adopted the Groundwater Management Act (Act) in response to severe over mining of groundwater. Arizona is the only state with such rules regulating the use and management of our water resources. The three primary goals of the Act are:

1. Control severe overdraft occurring in many parts of the state.
2. Provide a means to allocate the state's limited groundwater resources to most effectively meet the changing needs of the state; and
3. Augment Arizona's groundwater through water supply development.

The Act creates Active Management Areas (AMAs). These AMAs do not follow municipal boundaries but are defined based on groundwater basins and subbasins. The majority of the management activities are focused on the AMAs. The City of Avondale is located in the Phoenix AMA where a developer must verify a 100 year water supply prior to development. The Phoenix AMA also has a goal of safe yield by 2025. Safe yield is the term used when a balance exists between the amount of water being pumped versus the amount that is naturally or artificially being recharged.

Since the adoption of the Act the State has begun to utilize its share of Colorado River water via the Central Arizona Project (CAP). Initially, the state was not utilizing its entire share so the Arizona Water Banking Authority (AWBA) and Central Arizona Groundwater Replenishment Districts (CAGRDR) were developed to make beneficial use of this valuable resource while the municipalities "grew into" their supplies.

DISCUSSION:

The City of Avondale adheres to the goals of the AMA and has implemented a strategy of recharge and recovery. That is to say that our drinking water supply comes from wells that pump water from our local aquifers. The aquifers are then replenished through recharge of our renewable water supplies.

Avondale's renewable supplies include:

- Central Arizona Project water
- Salt River Project water
- Reclaimed water

Since 2005 Avondale has stored more water than it has pumped, contributing to a long term storage account that may be recovered during years of shortages. Additionally, the state has established a groundwater allowance for Avondale that also acts as a "bank account" for years of shortages of surface water.

The City has an ongoing comprehensive water conservation program that encourages individuals to reduce demand. Some of the programs include education and outreach, landscape classes and audits, and rebates.

The City also has a defined 4 Stage Drought Plan that implements increasingly strict conservation requirements from voluntary to mandatory reductions. This drought plan was adopted by Council in August of 2004 and is published on the City's web site.

Avondale is engaged in regional planning and advocacy through our membership in Arizona Municipal Water User's Association (AMWUA) and the West Valley Central Arizona Project Subcontractors (WESTCAPs). We also participate in various stakeholder processes such as Enhanced Aquifer Management, Central Arizona Project Wheeling Agreements, and CAGR Plan of Operations.

All of these water management strategies are in place to ensure that the City of Avondale can provide safe, sufficient water supplies to our customers now and into the future.

BUDGET IMPACT:

For information and discussion only, there is no request for budgetary allowances with this report.

RECOMMENDATION:

This item is presented for information and discussion.



CITY COUNCIL AGENDA

SUBJECT:

Dysart Road Traffic Signal Timing

MEETING DATE:

11/17/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff will provide an overview to the Mayor and City Council on the review of the traffic signal timing on Dysart Road from McDowell Road to Indian School Road, as well as the advantages and disadvantages of changing the traffic signal timing plans.

BACKGROUND:

Dysart Road is the most heavily traveled arterial corridor in Avondale. The 2014 traffic counts show volumes ranging from 22,968 vehicles per day (vpd) to 28,579 vpd through the corridor. There are a total of seven traffic signals in a two mile reach between McDowell and Indian School Roads. There is a regional community college, several retail centers, and considerable access points to residential subdivisions. The number of signals in the reach, numerous opportunities for pedestrian crossings, and the many driveway locations make synchronization very challenging.

It is common for staff to field calls from residents concerning both the traffic light synchronization along Dysart to I-10 and the length of time it takes to access Dysart when exiting the numerous facilities and shopping areas. The most frequent complaints are related to side street traffic waiting too long, particularly at Sage. Given these concerns, staff analyzed the data and have presented options for consideration.

Existing Conditions

Coordination, in terms of traffic signal control, is the strategic approach to synchronize multiple signals/intersections together to meet specific objectives, such as enhancing the operation of one or more directional movements in a system. An advantage of a well-timed, fully coordinated system is that it permits continuous flow of traffic at a given speed along a particular route (positive speed control).

The pre-timed, coordinated traffic signal timing plans were developed for, and implemented on, Dysart Road as part of two separate MAG Traffic Signal Optimization Program (TSOP) projects. These traffic signal timing plans were developed to minimize the cycle lengths. This decision was made because shorter cycle lengths yield the best performance in terms of providing the lowest overall average delay.

Peak Periods. Pre-timed, coordinated signal control is currently employed on Dysart Road in this corridor during peak periods. Dysart Road traffic signals, from McDowell Road to Indian School Road, run in coordination during the peak periods listed below.

- AM: 6:30-9:00am (Implemented in 2012)
- Mid-Day: 11:00am-1:00pm (Implemented in 2013)
- PM: 2:30-7:00pm (Implemented in 2012)

This pre-timed signal control assigns right-of-way at an intersection according to a predetermined (pre-timed or fixed) schedule. An advantage of pre-timed control is that it can be programmed to handle peak conditions. Because cycle lengths were minimized, pedestrian crossing times were not fully accommodated in the green time for the side streets.

Non-Peak Periods. During non-peak periods Dysart Road, from McDowell Road to Indian School Road uses traffic-actuated signal control. Traffic-actuated signal control attempts to adjust green time (and in some cases sequence of phasing) continuously in accordance with real-time measures of traffic demand obtained from vehicle detectors placed on one or more of the approaches to the intersection. Advantages of traffic-actuated control are that it usually reduces delay, increases capacity (by continually reapportioning green time), and is adaptable to short-term fluctuations in traffic flow.

DISCUSSION:

Effective signal coordination should enable the City to meet an objective for traffic flow. That objective is a policy decision based on the priorities for the community. While the effectiveness of the coordination timing plan can be evaluated based on defined performance measures, the user experience and perception effectiveness is also a key element for consideration. Successful coordinated signal timing plans are usually characterized by both the audience and the defined performance measure i.e. delay and progression.

Analysis

The sheer number of signals within the corridor alone make the synchronization challenging. Pedestrian crossings also impact the timing. For example, when a pedestrian activates the signal to cross, it disrupts the cycle since pedestrian crossing times were not fully accommodated in the green time for the side streets. Pedestrians crossing Dysart Road require a longer cycle length to accommodate federally-mandated pedestrian crossing speeds. The longer cycle length forces the signal out of coordination, and vehicles no longer progress through the corridor without stopping. It typically takes the traffic signal a few cycles to recover and resume the coordinated signal timing plan.

Pedestrian activity may or may not be different than when the coordinated signal timing plans were implemented, but field observations show pedestrians frequently crossing Dysart Road at signalized intersection within the corridor during peak periods. This results in signals frequently being forced out of the pre-timed, coordinated signal timing plan, affecting signal coordination until the signals cycle back to their settings.

Potential Courses of Action

Each of the following options defines an objective (and performance measure), proposes a potential course of action, and provides advantages and disadvantages of the proposed option.

OPTION 1: Maintain current pre-timed, coordinated signal timing without an automatic pedestrian phase.

If the objective is to provide the lowest overall delay, then the recommended course of action would be to minimize the cycle lengths (as is currently implemented).

Advantages:

- Optimum performance in terms of providing the lowest overall delay.
- No negative impact on side street traffic wait times.
- No financial impact.

Disadvantages:

- Each time a pedestrian crossing phase is activated to cross Dysart Road at any signalized intersection along the corridor the coordination of the system will be negatively affected and may take several cycles/minutes to resume coordinated operations.
- Repeated pedestrian calls at any given intersection and/or at multiple intersections within the corridor can easily affect the coordination of the system, potentially for significant periods of time.
- Disrupts flow of traffic at a given speed along the corridor.

OPTION 2: Increase cycle lengths to fully accommodate pedestrian crossing times

If the objective is to minimize the number of stops for through traffic on Dysart Road, then the recommended course of action would be to increase cycle lengths to fully accommodate pedestrian crossing times.

Advantages:

- The pre-timed, coordination signal timing plans will not be affected when a pedestrian crossing phase is activated to cross Dysart Road.
- For vehicular traffic traveling southbound in the AM, and northbound in the mid-day and PM, peak periods, the system will be coordinated and will allow these traffic movements to travel at a given speed with minimal stops along the corridor.

Disadvantages:

- Cycle lengths will exceed “normal” range (typically 120 seconds).
- Decreased signal efficiency, particularly when pedestrian phases are not needed.
- Typically result in increased overall delay.
- Likely to increase complaints about side street traffic waiting too long. (I get these type of complaints for intersections along Dysart Road on a regular basis, particularly at Sage.)
- A cost of \$5,000 to \$10,000 to develop and implement new signal timing plans.

The effectiveness of either option is highly dependent the target audience and what is defined as the goal(s) of the system.

BUDGET IMPACT:

If Option 1 is selected, no financial impact is anticipated. However, if Option 2 is selected, the financial impact would be \$5,000 to \$10,000.

RECOMMENDATION:

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



CITY COUNCIL AGENDA

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

**REGULAR MEETING
November 17, 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. AVONDALE POLICE DEPARTMENT - CITIZENS POLICE ACADEMY GRADUATES**
- 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**

Regular Meeting of November 3, 2014
 - b. 2015 COUNCIL MEETING SCHEDULE**

City Council will consider a request to approve the Council Meeting Schedule for 2015 which includes the rescheduling of five council meetings in observance of holidays and to allow for a summer break. The Council will take appropriate action.
 - c. MATERIALS PURCHASE CONTRACTS - CEM-TEC CORPORATION AND WESCO DISTRIBUTION DBA BROWN WHOLESALE**

City Council will consider a request to approve Materials Purchase Contracts with Cem-Tec Corporation and Wesco Distribution dba Brown Wholesale for the purchase of streetlight poles, mast arms, fixtures, hardware, and related appurtenances in an amount not to exceed \$ 122,000 and \$45,000 respectively over the life of the contracts and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
 - d. COOPERATIVE PURCHASING AGREEMENT - METERING SERVICES, INC.**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Metering Services, Inc. to provide large water meter testing and repair services for an annual amount not to exceed \$25,000; with an option to renew for up to four (4) successive one-year terms and an aggregate amount not to exceed \$125,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. COOPERATIVE PURCHASING AGREEMENT - PIPELINE SERVICES, INC

City Council will consider a request to approve a Cooperative Purchasing Agreement with Pipeline Services, Inc. to provide and install valves in live water mains for an annual amount not to exceed \$30,000; with an option to renew for up to four (4) successive one-year terms and an aggregate amount not to exceed \$150,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. PURCHASE AND SALE AGREEMENT - REAL PROPERTY LOCATED NORTHEAST OF VAN BUREN STREET AND 127TH AVENUE

City Council will consider a request to approve a purchase and sale agreement for the acquisition of approximately 2.975 acres of real property generally located north of Van Buren Street and east of 127th Avenue from Coldwater Industrial Associates 3, LLC. in the amount of \$436,748.63 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

g. RESOLUTION 3227-1114 - CANVASS OF VOTES OF THE NOVEMBER 4, 2014 GENERAL ELECTION

City Council will consider a resolution canvassing the results of the November 4, 2014 General Election. The Council will take appropriate action.

h. RESOLUTION 3228-1114 - INTERGOVERNMENTAL AGREEMENT - 1GOVERNMENT PROCUREMENT ALLIANCE

City Council will consider a resolution approving an Intergovernmental Agreement with 1 Government Alliance (1GPA) relating to the purchase of commodities and services through the 1GPA cooperative purchasing agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES AND TO THE POSITIONS OF CHAIR AND VICE CHAIR OF THE BOARD OF ADJUSTMENT AND THE PLANNING COMMISSION

City Council will consider the Council Subcommittee's recommendations for the appointment of members to the City's Boards, Commissions and Committees as well as the appointment of members to the positions of Chair and Vice Chair of the Board of Adjustment and the Planning Commission and designating the person holding the position of Finance and Budget Director to represent the Mayor in the Public Safety Retirement Pension Boards. The Council will take appropriate action.

6 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR NI HAO AMIGOS IMMERSION PRESCHOOL, PL-14-0109

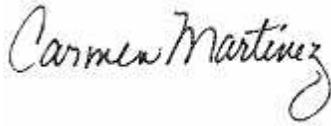
City Council will hold a public hearing and consider a request by Evangeline Diaz for a Conditional Use Permit for a childcare facility, located at the southwest corner of Hill Dr and 1st Street. The Council will take appropriate action.

7 SITE PLAN AMENDMENT - FRESH & EASY MARKET (PL-14-0161)

City Council will consider a request by Ms. Andrea Lewkowitz, Lewkowitz Law Office, to amend the 2007 Site Plan of Fresh & Easy Market located at the southwest corner of 107th Avenue and Thomas Road which limited by stipulation the hours of operation to 6:30 a.m. to 10:00 p.m. and allow the grocer to operate 24 hours a day, 7 days a week. The Council will take appropriate action.

8 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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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 politica haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes estos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:

Avondale Police Department - Citizens Police
Academy Graduates

MEETING DATE:

11/17/2014

TO: Mayor and Council**FROM:** Dale Nannenga, Police Chief (623) 333-7207**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

The Avondale City Council will recognize the participants of the Avondale Police Department's first Citizen's Police Academy class. These citizens participated in an eight-week program that provided them with public safety information, insight into the procedures of the department, and provided hands-on opportunities in all areas of the police department and how it interacts with the community.

BACKGROUND:

This Citizen's Police Academy is the first class held by the police department. The annual academy was created as a method to educate the community in all aspects of the department. The eight-week program involved citizens in the areas of the department, such as traffic enforcement, accident investigations, criminal investigations, use of force, less-lethal weapons, police communications, and victim and community services. The classes were taught by members of the department who are experts in their fields. This provided an excellent opportunity for members of the department to interact with people in our community.

DISCUSSION:

The creation of an annual Citizen's Police Academy is an opportunity that will allow for members of the community to learn how its police department functions and carries out the mission in dealing with police public safety matters in their community. The Citizen's Police Academy also fosters a relationship with the citizens and our staff as well as creating transparency on how the police department functions and goes about dealing with public safety concerns in their community. The city would like to recognize the following members of Citizen's Police Academy Class #1 for their active participation in the academy and their desire to learn more about Avondale public safety issues.

Kevin Artz
Louise Battaglia
Rosa Bravo
Elliot Freireich
Yvonne Hopper
Betty Lynch
Carmen Martinez
Linda Mendenhall

Colleen Schorr
Martina Silvas
David Smith

BUDGET IMPACT:

Approximately \$2,600 will be used annually for the program, to cover costs of meals and materials/handouts. Existing funds will be used to cover the costs.

RECOMMENDATION:

The Mayor and Council are asked to congratulate and recognize the graduating members of the Avondale Police Departments's Citizen's Police Academy Class #1.



CITY COUNCIL AGENDA

SUBJECT:

2015 Council Meeting Schedule

MEETING DATE:

11/17/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of the Council Meeting schedule for 2015. The proposed schedule includes the rescheduling of three council meetings in observance of holidays, one meeting to allow for a summer break and one to allow for a winter break.

BACKGROUND:

According to the City's Charter, the City Council shall meet no less than two times per month. The Council Rules of Procedures set the regular meetings to be held on the first and third Monday of the month. The Rules of Procedure provide for the rescheduling of council meetings when the day of a regularly scheduled council meeting falls on a legal holiday or for another reason provided that a seven day notice is published in the newspaper.

DISCUSSION:

The attached schedule proposes the rescheduling of three City Council meetings in observance of Martin Luther King Jr. Day, Presidents' Day and Labor Day. Following past practice, staff is also proposing the rescheduling of the second meeting in August to allow for a summer break.

The second regular meeting in December is scheduled for December 21st which is only a few days before the holiday. Staff is proposing that the second regular meeting in December be rescheduled to the previous Monday so as not to interfere with family travel plans council members may make.

Over the last few years, staff has presented the Council Meeting schedule for approval once a year as we believe this allows for better planning for everyone. Approval of this item will constitute direction to staff to publish the seven day notice required by the City Charter.

RECOMMENDATION:

Staff is recommending approval of the Council Meeting Schedule for 2015 and directing staff to publish the required seven day notice to reschedule the meetings in observance of legal holidays and to allow for a summer and winter breaks.

ATTACHMENTS:**Description**

[Proposed 2015 Council Meeting Schedule](#)

CITY OF AVONDALE 2015 COUNCIL MEETING SCHEDULE

Month	Regular Meeting*	Work Session**
January	January 5, 2015	January 12, 2015
	January 20, 2015 (due to MLK Day)	
February	February 2, 2015	February 9, 2015
	February 17, 2015 (due to Presidents' Day)	
March	March 2, 2015	No work session due to Congressional City Conference
	March 16, 2015	
April	April 6, 2015	April 13, 2015
	April 20, 2015	
May	May 4, 2015	May 11, 2015
	May 18, 2015	
June	June 1, 2015	June 8, 2015
	June 15, 2015	
July	July 6, 2015	July 13, 2015
	July 20, 2015	
August	August 3, 2015	August 10, 2015
	August 10, 2015 (to allow for summer break)	
September	September 14, 2015 (due to Labor Day)	September 14, 2015
	September 21, 2015	
October	October 5, 2015	October 12, 2015
	October 19, 2015	
November	November 2, 2015	November 9, 2015
	November 16, 2015	
December	December 7, 2015	December 14, 2015
	December 14, 2015 (to allow for holiday break)	

* Regular Meetings are held at 7:00 p.m.

** Work Sessions are held at 6:00 p.m. as needed before regular Council meetings and on the second Monday of the month.



CITY COUNCIL AGENDA

SUBJECT:

Materials Purchase Contracts - Cem-Tec Corporation and Wesco Distribution dba Brown Wholesale

MEETING DATE:

11/17/2014

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

Staff is requesting that City Council award Materials Purchase Contracts to Cem-Tec Corporation in an amount not to exceed \$122,000 and Wesco Distribution dba Brown Wholesale in an amount not to exceed \$45,000, to purchase streetlight poles, mast arms, fixtures, hardware and related appurtenances, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On September 16, 2014, the City issued Invitation For Bid (IFB) EN15-044 for the purchase of streetlight poles, mast arms, fixtures, hardware, and related appurtenances.

The City's current Capital Improvement Program includes a project for improvements along Dysart Road from Van Buren Street to MC85 (Buckeye Road). The Dysart Road Phase I - Public Safety Improvements - Undergrounding 12kv Power & Telecommunications Project will include the removal and relocation of streetlight poles, and other work items.

In addition, the City is responsible for maintaining and repairing streetlights located within Avondale City limits. The City owns, operates and maintains approximately 8,000 streetlights.

DISCUSSION:

The Dysart Road Improvement Project was developed, approved, and incorporated into the Capital Improvement Program. A facet of this project includes the installation of approximately 60 streetlight poles, along with the respective mast arms, luminaires and related hardware. The typical lead time for the delivery of streetlight poles is 4 – 6 weeks. This contract will allow staff to pre-purchase the streetlight poles, mast arms, luminaires and related appurtenances in advance, allowing the project to keep on schedule.

As the City is responsible for maintaining and repairing the streetlights, there is a need to purchase streetlight poles. Staff completes the streetlight repairs with the exception of pole knockdowns/replacements. Knockdowns are considered streetlight poles that are completely damaged as a result of traffic accidents. Based upon previous history, staff estimates that approximately 10-12 streetlights are replaced annually. The pole replacement/installation work is contracted out, and the City supplies the poles.

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on September 16 and September 23, 2014 and the Arizona Business Gazette on September 18, 2014. Four (4) bids were received and opened on October 28, 2014. Each bid package was reviewed and all bidders met the bidding requirements. The firms meeting requirements and the amount of their bids are as follows:

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>M/DBE</u>
Cem-Tec Corporation	\$61,800.00	No
Southwest Fabrication	\$69,974.56	No
Wesco Distribution dba Brown Wholesale	\$40,942.36	No
Border States Electric	\$49,864.75	No

Cem-Tec Corporation with a bid of \$61,800.00 and Wesco Distribution dba Brown Wholesale with a bid of \$40,942.36 were determined to have submitted the lowest, responsible and qualified bids. Cem-Tec Corporation and Wesco Distribution dba Brown Wholesale have successfully provided similar equipment for the City and other local government agencies.

The Bid Tabulation Sheet which provides a detailed, bid item breakdown of each submitted bid is attached.

BUDGET IMPACT:

The contract with Cem-Tec Corporation will allow staff to purchase streetlight poles, mast arms, and hardware. The contract with Wesco Distribution dba Brown Wholesale will allow staff to purchase streetlight fixtures and related appurtenances. The term of each contract is for a period of one (1) year with an option to renew up to four (4) additional one (1) year terms.

During the first year of the contracts, the streetlight poles, mast arms, fixtures, hardware and related appurtenances for the *Dysart Road Phase I – Public Safety Improvements – Undergrounding 12kv Power & Telecommunications Project* will be purchased. The following is a summary of the equipment purchase for this project.

- Cem-Tec Corporation, a total amount of \$47,000 is available in CIP Street Fund Line Item No. 322-1345-00-8420, Dysart Road Bike and Pedestrian Facilities, Van Buren Street to MC85.
- Wesco Distribution dba Brown Wholesale, a total amount of \$41,000 is available in CIP Street Fund Line Item No. 322-1345-00-8420, Dysart Road Bike and Pedestrian Facilities, Van Buren Street to MC85.
- The total costs related to the Dysart Road Phase I – Public Safety Improvements – Undergrounding 12kv Power & Telecommunications Project for the purchase of streetlight poles, mast arms, fixtures, hardware and related appurtenances is \$88,000.

Additionally, the contracts with Cem-Tec Corporation and Wesco Distribution dba Brown Wholesale, will allow staff to purchase streetlight poles, mast arms, fixtures, hardware and related appurtenances for the replacement of those that have been damaged as a result of a traffic accident. The following summarizes these costs:

- Cem-Tec Corporation - the cost for replacement of streetlight poles varies based upon the type of pole and the number of accidents. The estimated usage of this contract is \$15,000 annually; \$75,000 over the 5-year term of the contract. Funding for the replacement of damaged streetlight poles as a result of traffic accidents is available in the Risk Management Line Item No. 605-5165-00-6480.

- Wesco Distribution dba Brown Wholesale - the estimated cost for fixtures and related appurtenances is estimated to be \$800 per year, for a total estimated amount of \$4,000 over the 5-year term. If the replacement is necessary due to a traffic related accident, funding is available in Risk Management's Line Item No. 605-5165-00-6480. If the equipment is necessary for general operation, maintenance and repair purposes, funding is available in Traffic Engineering's Operating Budget Line Item 201-5925-00-7692, Streetlights.

In summary, the estimated usage of the contract with Cem-Tec Corporation over the 5-year term is an amount not to exceed \$122,000; \$47,000 of which is related to the Dysart Road Phase I – Public Safety Improvements - Undergrounding 12kv Power & Telecommunications Project, \$75,000 to replace streetlight poles that have been damaged as a result of traffic accidents, subject to budget approval.

The estimated usage of the contract with Wesco Distribution dba Brown Wholesale, over the 5-year term is an amount not to exceed \$45,000; \$41,000 of which is related to the Dysart Road Phase I – Public Safety Improvements - Undergrounding 12kv Power & Telecommunications Project, \$4,000 to repair/replace existing streetlight equipment, subject to budget approval.

RECOMMENDATION:

Staff recommends that City Council award Materials Purchase Contracts to Cem-Tec Corporation in an amount not to exceed \$122,000 and Wesco Distribution dba Brown Wholesale in an amount not to exceed \$45,000, to purchase streetlight poles, mast arms, fixtures, hardware and related appurtenances, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Bid Tab](#)

[Wesco Distribution Bid Submittal](#)

[Cem-Tec Bid Submittal](#)



CITY OF AVONDALE
BID TABULATION SHEET
 EN15-044 Streetlight Poles, Mast Arms, Fixtures, Hardware, & Related Appurtenances
 BID DATE: October 28, 2014

				Cem-Tec Corporation		Southwest Fabrication		Wesco Distribution		Border States Electric	
Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	26' 6" Pole (SRP Style) (Per Attached Detail)	6	EA	\$287.00	\$1,722.00	\$343.31	\$2,059.86	No Bid		No Bid	
2	3' Radius Mast Arm (SRP Style)	6	EA	\$52.00	\$312.00	\$68.23	\$409.38	No Bid		No Bid	
3	30' 6" Pole (APS Style) (Per Attached Detail)	4	EA	\$332.00	\$1,328.00	\$392.05	\$1,568.20	No Bid		No Bid	
4	6' Mast Arm (APS Style)	4	EA	\$56.00	\$224.00	\$72.56	\$290.24	No Bid		No Bid	
5	31' Pole (SRP Style) (Per Attached Detail)	10	EA	\$395.00	\$3,950.00	\$428.87	\$4,288.70	No Bid		No Bid	
6	6' Radius Mast Arm (SRP Style) (Per City of Avondale Standard Detail A1086-2)	10	EA	\$78.00	\$780.00	\$86.64	\$866.40	No Bid		No Bid	
7	38' Square Direct Bury Pole Per APS Spec 8012, 8027, & 8030, 31'-6" Above Ground, Code 1940.38, Bronze Powder Coat Paint	2	EA	\$507.00	\$1,014.00	\$637.89	\$1,275.78	No Bid		No Bid	
8	32' x 5" Square Architectural Pole (Foundation) (Per City of Avondale Standard Detail A1084-2), Bronze Powder Coat Paint	73	EA	\$464.00	\$33,872.00	\$548.00	\$40,004.00	No Bid		No Bid	
9	Square Architectural Pole Mast Arm (Single) (Per City of Avondale Standard Detail A1084-3), Bronze Powder Coat Paint	73	EA	\$167.00	\$12,191.00	\$165.70	\$12,096.10	No Bid		No Bid	
10	Square Architectural Pole Mast Arm (Dual) (Per City of Avondale Standard Detail A1084-3), Bronze Powder Coat Paint	3	EA	\$299.00	\$897.00	\$244.76	\$734.28	No Bid		No Bid	
11	38' 6" Round Pole (APS Style) (Per Attached Detail)	2	EA	\$504.00	\$1,008.00	\$564.24	\$1,128.48	No Bid		No Bid	
12	8' Mast Arm (APS Style) (Per City of Avondale Standard Detail A1085-2)	2	EA	\$61.00	\$122.00	\$96.39	\$192.78	No Bid		No Bid	
13	Anchor Bolts (1" x 36" x 4") (Per City of Avondale Standard Detail A1084-1)	292	EA	\$15.00	\$4,380.00	\$17.33	\$5,060.36	No Bid		No Bid	
14	GE Evolve LED Roadway Light Scaleable Cobrahead, CAT# ERS20F3A11402DKBZL (Per LED Cobrahead Fixture Detail #1)	67	EA	No Bid		No Bid		\$603.23	\$40,416.41	\$734.75	\$49,228.25
15	Photocell (Per City of Avondale Standard Detail A1089)	67	EA	No Bid		No Bid		\$7.85	\$525.95	\$9.50	\$636.50
TOTAL BASED ON UNIT PRICES					\$61,800.00		\$69,974.56		\$40,942.36		\$49,864.75
TOTAL SUBMITTED BY BIDDER					\$61,800.00		\$69,974.56		\$40,942.36		\$49,864.75
Required Attachments Included?					Yes		Yes		Yes		Yes

*All bids are presumed to include all applicable taxes.

Calculation or Extension Error

MATERIALS PURCHASE CONTRACT – WESCO DISTRIBUTION

dba BROWN WHOLESALE

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35499>

MATERIALS PURCHASE CONTRACT – CEM-TEC

DUE TO ITS SIZE, THIS DOCUMENT
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CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Metering Services, Inc.

MEETING DATE:

11/17/2014

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

Staff requests the City Council approve a Cooperative Purchasing Agreement with Metering Services, Inc. to provide large water meter testing and repair services for an annual amount not to exceed \$25,000; with an option to renew for up to four (4) successive one-year terms and an aggregate amount not to exceed \$125,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive bid process, the City of Peoria entered into Contract Number ACON41714 with Metering Services, Inc. The Peoria contract permits cooperative use by other governmental agencies including the City of Avondale. The initial contract term is through September 23, 2015. After expiration of the initial term, this agreement may be renewed for up to four (4) successive one-year terms.

DISCUSSION:

In order to properly maintain the large diameter (3 to 8-inch) meters in the water distribution system; qualified vendors must be utilized for installation, testing, calibration, and repairs. Metering Services, Inc. is a registered vendor with the City and has satisfactorily completed work for the City in the past.

BUDGET IMPACT:

Services provided by this Agreement are typically charged to the following budget line item and are subject to annual budget authority: Water Distribution/R&M Water Distribution System (501-9100-00-6750).

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Metering Services, Inc. to provide large water meter testing and repair services for an annual amount not to exceed \$25,000; with an option to renew for up to four (4) successive one-year terms and an aggregate amount not to exceed \$125,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[CPA - Metering Services, Inc.](#)

CPA – METERING SERVICES, 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/35504>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Pipeline Services, Inc

MEETING DATE:

11/17/2014

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

Staff requests the City Council approve a Cooperative Purchasing Agreement with Pipeline Services, Inc. to provide and install valves in live water mains for an annual amount not to exceed \$30,000; with an option to renew for up to four (4) successive one-year terms and an aggregate amount not to exceed \$150,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive bid process, the City of Chandler entered into Contract Number WD3-9810-3144 with Pipeline Services, Inc. The Chandler contract permits cooperative use by other governmental agencies including the City of Avondale. The initial contract term is through January 31, 2015. After expiration of the initial term, this agreement may be renewed for up to four (4) successive one-year terms.

DISCUSSION:

To assist in reducing/eliminating the need to shut off water service, qualified vendors must be utilized to provide products and services which assist the Water Distribution Division in minimizing out of service time. As an example, Pipeline Services, Inc. offers the "instavalve" product which allows cuts in valves (4" – 16") through a tapping sleeve without having to disrupt water service. The vendor also provides "hot taps" which allows staff to make connections to lines without turning off water and emergency line stop services which allows for a water line to be isolated when a break occurs allowing for water service to be kept on.

Pipeline Services, Inc. is a registered vendor with the City and has satisfactorily completed work for the City in the past.

BUDGET IMPACT:

Services and products provided by this Agreement are typically charged to the following budget line item and are subject to annual budget authority: Water Distribution/R&M Water Distribution System (501-9100-00-6750).

RECOMMENDATION:

Staff recommends that City Council approve a Cooperative Purchasing agreement with Pipeline Services, Inc. to provide and install valves in live water mains for an annual amount not to exceed \$30,000; with an option to renew for up to four (4) successive one-year terms and an aggregate

amount not to exceed \$150,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

ATTACHMENTS:

Description

[Cooperative Purchasing Agreement](#)

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PIPELINE SERVICES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of November 17, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Pipeline Services, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Chandler, Arizona ("Chandler") entered into Contract No. WD3-910-3144 dated January 29, 2013 (the "Chandler Contract"), for the Contractor to provide and install valves in live water mains. A copy of the Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials and services under the Chandler Contract, at its discretion and with the agreement of the awarded Contractor, and so long as the Chandler Contract permits its cooperative use by other public entities, including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Chandler Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with valve installation in live water mains, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. 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 January 31, 2015 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Chandler Contract. 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) the term of the Chandler Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Chandler Contract), as evidenced by the City

Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor'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 Contractor, 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. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Chandler Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the Chandler Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Chandler Contract will be subject to rejection. Consultant acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Chandler Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$30,000.00 for Materials and Services at the unit rates set forth in the Chandler Contract. The maximum aggregate amount for this Agreement shall not exceed \$150,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Chandler Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Chandler Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor 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 (i) evaluation and verification of any invoices, payments or claims based on Contractor'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 (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor 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 Contractor pursuant to this Agreement. Contractor 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 Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. 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 their 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.

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

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

9. 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 Vendor 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. Vendor 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.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, the Chandler Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Chandler Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Chandler Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the Chandler Contract, the City shall be afforded all of the rights and privileges afforded to Chandler and shall be the "City" (as defined in the Chandler Contract) for the purposes of the portions of the Chandler Contract that are incorporated herein by reference.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 11 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Chandler to the extent provided under the Chandler Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, 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 the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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, 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 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 A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PIPELINE SERVICES, INC.

[Chandler Contract]

See following pages.

18-204

**CITY OF CHANDLER SERVICES AGREEMENT
NAME OF AGREEMENT
AGREEMENT NO.: WD3-910-3144**

THIS AGREEMENT is made and entered into this 29 day of January, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Pipeline Services Inc. a corporation of the State of Arizona, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

- 1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Water Distribution Superintendent/designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3. **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4. **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.
- 1.5. **SCOPE OF WORK:** CONTRACTOR shall install valves in live water mains all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.
- 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
- 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

2.5. **Warranties.**

- 2.6. **Warranty (Equipment).** All equipment supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of one year from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

- 1.6. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

- 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

- 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

- 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

- 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

2. **PRICE:**

- 4.1. CITY shall pay to CONTRACTOR an amount not to exceed four hundred thousand dollars (\$400,000.00) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
- 4.2. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.4. **Estimated Quantities.** Any quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.5. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.6. **Price Adjustment** All prices offered herein shall be firm against any increase for one (2) years from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.7. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.8. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:**
 - 5.1. The term of the Contract is two year (s), commencing on February 1, 2013 and terminating on January 31, 2015 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to two additional terms of two years each.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
 - 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
 - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
 - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. DISPUTE RESOLUTION:

10.1 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.2 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, **CONTRACTOR**, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by **CONTRACTOR**, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of **CONTRACTOR's** and subcontractor's employees

12. **INSURANCE:**

1. General.

A. At the same time as execution of this Agreement, the **CONTRACTOR** shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. The **CONTRACTOR** and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this

Agreement are satisfied, the insurances set forth below.

- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
 - D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect **CONTRACTOR** from liabilities that might arise out of the performance of the Agreement services under this Agreement by **CONTRACTOR**, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the **CONTRACTOR** is free to purchase any additional insurance as may be determined necessary.
 - E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the **CONTRACTOR** from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
 - F. Use of SubContractors: If any work is subcontracted in any way, the **CONTRACTOR** shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the **CONTRACTOR** in this Agreement. The **CONTRACTOR** is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope And Limits Of Insurance. The **CONTRACTOR** shall provide coverage with limits of liability not less than those stated below.
- A. *Commercial General Liability-Occurrence Form.* **CONTRACTOR** must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* **CONTRACTOR** must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on **CONTRACTOR** owned, hired, and non-owned vehicles assigned to or used in the performance of the **CONTRACTOR**'s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - C. *Workers Compensation and Employers Liability Insurance:* **CONTRACTOR** must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR** employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
3. Additional Policy Provisions Required.
- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the **CONTRACTOR** including the City's general supervision of the **CONTRACTOR**; Products and Completed operations of the **CONTRACTOR**; and automobiles owned, leased, hired, or borrowed by the **CONTRACTOR**.
 2. The **CONTRACTOR's** insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the **CONTRACTOR** even if those limits of liability are in excess of those required by this Agreement.
 4. The **CONTRACTOR's** insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the **CONTRACTOR** and must not contribute to it.
 5. The **CONTRACTOR's** insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 6. Coverage provided by the **CONTRACTOR** must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the **CONTRACTOR** for the City.
 8. The **CONTRACTOR**, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The **CONTRACTOR** must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the **CONTRACTOR** must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY
 Contract Administrator: Water Distribution
Superintendent

In the case of the CONTRACTOR
 Firm Name: Pipeline Services, Inc.

Contact: Jackson Kelso
Mailing Address: PO Box 4008 MS 911
Physical Address: 975 E Armstrong Way
Bldg K
City, State, Zip: Chandler, AZ 85244
Phone: 480-782-3703
FAX: 480-782-3666

Contact: Bruce Martell
Address: 3825 S 27th Street
City, State, Zip: Phoenix, AZ 85040
Phone: 602-818-8241
FAX: 602-818-8241

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY 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 CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1 Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.3 Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.4 Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments

shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

15.5 Independent CONTRACTOR. The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

15.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.7 Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 29
day of January, 2013

FOR THE CITY OF CHANDLER

[Signature]
MAYOR

FOR THE CONTRACTOR

By: [Signature]
Signature

ATTEST:

[Signature]
City Clerk

SEAL

ATTEST: If Corporation

[Signature]
Secretary

Approved as to form:

[Signature]
City Attorney

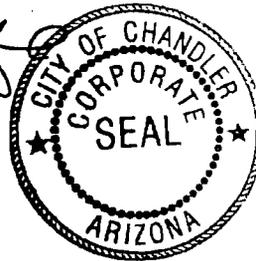


EXHIBIT A

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	WD3-910-3144		
Name (as listed in the contract):	Pipeline Services, Inc		
Street Name and Number:	3825 S. 27 th ST.		
City:	State:	Zip Code:	
Phx	AZ	85040	

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

Bruce Martell

Printed Name: Bruce Martell

Title: President

Date (month/day/year): 12/11/2012

EXHIBIT B SCOPE OF WORK

Contractor Responsibilities

The contractor will install a valve in a live water main for the purpose of isolating and/or stopping the flow of water in the distribution system. The Contractor shall furnish all tools and equipment to perform the scope of work other than those specified under City Responsibilities.

Inventory

Contractor shall maintain local inventory of all size valves listed in Exhibit C.

Training

Contractor will provide onsite training on installation of valves to City staff if requested by the City.

Response Time

Emergency Response

Contractor shall respond and be on site for emergency calls with 4 hours of notification from the City. Emergency repairs shall be complete within 24 hours of notification by the City.

Scheduled Response

Contractor shall complete scheduled repairs within two weeks from notification from the city.

City Responsibilities

Valve Box Lids

The City will supply Valve Box and lid.

Raising and Lowering Valves

The City will have staff on site with a back hoe and will assist contractor in raising and lowering valves.

Exposing the Water Main and Restoring the Site

The City is responsible to expose the Water main prior to performing work. The City is responsible for restoring the site after Contractor has completed repairs.

Traffic Control

The City will provide traffic control at the scene.

**EXHABIT C
PRICING**

Item	Size	Type of Pipe	Unit Cost Valve and related Parts	Unit Cost to install valve (includes labor and equipment)	Total Cost Valve and Labor
1	4"	DI	\$ 2,790.00	\$ 920.00	\$ 3,710.00
2	4"	PVC	\$ 2,790.00	\$ 920.00	\$ 3,710.00
3	4"	AC	\$ 2,790.00	\$ 920.00	\$ 3,710.00
4	6"	DI	\$ 3,115.00	\$ 1,485.00	\$ 4,600.00
5	6"	PVC	\$ 3,115.00	\$ 1,485.00	\$ 4,600.00
6	6"	AC	\$ 3,115.00	\$ 1,485.00	\$ 4,600.00
7	8"	DI	\$ 3,520.00	\$ 1,530.00	\$ 5,050.00
8	8"	PVC	\$ 3,520.00	\$ 1,530.00	\$ 5,050.00
9	8"	AC	\$ 3,520.00	\$ 1,530.00	\$ 5,050.00
10	10"	DI	\$ 5,290.00	\$ 1,625.00	\$ 6,915.00
11	10"	PVC	\$ 5,290.00	\$ 1,625.00	\$ 6,915.00
12	10"	AC	\$ 5,290.00	\$ 1,625.00	\$ 6,915.00
13	12"	DI	\$ 6,420.00	\$ 1,630.00	\$ 8,050.00
14	12"	PVC	\$ 6,420.00	\$ 1,630.00	\$ 8,050.00
15	12"	AC	\$ 6,420.00	\$ 1,630.00	\$ 8,050.00
16	16"	DI	\$ 18,255.00	\$ 1,925.00	\$ 20,180.00
17	16"	PVC	\$ 18,255.00	\$ 1,925.00	\$ 20,180.00
Line Stop Only					
19	16"	DI	\$ 2,375.00	\$ 6,125.00	\$ 8,500.00
20	16"	PVC	\$ 2,375.00	\$ 6,125.00	\$ 8,500.00
21	16"	AC	\$ 2,375.00	\$ 6,125.00	\$ 8,500.00

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PIPELINE SERVICES, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).



CITY COUNCIL AGENDA

SUBJECT:

Purchase and Sale Agreement - Real Property
Located Northeast of Van Buren Street and
127th Avenue

MEETING DATE:

11/17/2014

TO: Mayor and Council**FROM:** Daniel Davis, Economic Development Director (623) 333-1611**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

To request that City Council approve a purchase and sale agreement for the acquisition of approximately 2.975 acres of real property generally located north of Van Buren Street and east of 127th Avenue from Coldwater Industrial Associates 3, LLC. in the amount of \$436,748.63 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. In addition, staff is requesting that city council approve transfer of cash from the Street Construction Fund (304) to the Drainage and Flood Control Improvements Fund (303).

DISCUSSION:

The City has identified and planned the Van Buren Recreational Drainage Channel in the Capital Improvement Plan (CIP). The proposed recreation drainage channel will intercept flows along Van Buren Street, between 99th Avenue and convey them directly to the Agua Fria River. The acquisition and ultimate construction of the Van Buren Recreational Drainage Channel will help alleviate existing flooding and assist in future development that would benefit from the regional drainage facility.

BUDGET IMPACT:

The property acquisition is included the annual Capital Improvement Plan account #303-1286-00-8200 and which is eligible for partial reimbursement as stipulated in the Intergovernmental Agreement between the City of Avondale and the Maricopa County Flood Control District. The IGA stipulates that the District will reimburse the City up to 40% of the cost to purchase eligible items, including rights of way, for Phase 1.

In FY 2013-14, the Van Buren drainage channel was funded in the Street Construction Fund (304). With the FY 2014-15 budget, a Drainage and Flood Control Improvements Fund (303) was established and presented to City Council for this category of projects.

The FY 14-15 budget appropriated the drainage project in the new fund 303; however, the cash to support the appropriation was not transferred to 303 during the budget process. Staff has analyzed the project budget, and determined that \$857,892 remains unspent in Fund 304 for this project. Staff is requesting that City Council authorize the transfer of \$857,892 to Fund 303 in order to fund the City's share of the property acquisition and other potential costs for this project.

RECOMMENDATION:

Staff recommends that City Council approve a purchase and sale agreement for the acquisition of approximately 2.975 acres of real property generally located north of Van Buren Street and east of 127th Avenue from Coldwater Industrial Associates 3, LLC in the amount of \$436,748.63, authorize the Mayor or City Manager and City Clerk to execute the appropriate documents and authorize the transfer of cash from Fund 304 to Fund 303.

ATTACHMENTS:**Description**

[Purchase and Sale Agreement](#)

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CITY COUNCIL AGENDA

SUBJECT:

Resolution 3227-1114 - Canvass of Votes of the
November 4, 2014 General Election

MEETING DATE:

11/17/2014

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

Staff is recommending adoption of a resolution canvassing the results of the November 4, 2014 General election.

DISCUSSION:

The City of Avondale held its General Election on November 4, 2014 for the election of one council member.

Following the primary election of August 26, 2014 one seat remained open and two candidates moved to the general election. On September 25, 2014 Council Member Vierhout withdrew as a candidate but since the ballots had already been printed, his name could not be removed from the ballot. Any votes cast for him, however, were not to appear on any of the official results.

Based on this Lorenzo Sierra is hereby declared elected to the office of Council Member of the City of Avondale.

RECOMMENDATION:

Staff is recommending adoption of a resolution canvassing the results of the November 4, 2014 General election.

ATTACHMENTS:

Description

[Resolution 3227-1114](#)

RESOLUTION NO. 3227-1114

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 4, 2014.

WHEREAS, the City of Avondale (the “City”), Arizona, held a general election on November 4, 2014 (the “Election”), for the election of one Council Member; and

WHEREAS, on September 25, 2014, Charles A. Vierhout, a candidate whose name was already printed on the ballots, submitted a statement of withdrawal as a candidate from the General Election; and

WHEREAS, the Election returns, which are depicted on Exhibit A attached hereto, have been presented to, and have been canvassed by, the Council of the City of Avondale.

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

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

SECTION 2. The total number of registered voters was 32,826, the total number of ballots cast at the Election, as shown by the poll lists, was 10,336 and the total rate of return was 31.49%.

SECTION 3. The number of provisional ballots was 745 and 117 ballots were found to be ineligible.

SECTION 4. The votes cast for the candidates for Council Member were as follows:

Sierra, Lorenzo	<u>4,318</u>
Vierhout, Charles A. (withdrawn)	<u>3,622</u>

SECTION 5. It is hereby found, determined and declared of record, that Lorenzo Sierra received the majority of valid votes cast at the General Election, and the City Clerk is directed to issue a certificate of election.

SECTION 6. This Resolution shall be in full force and effect immediately upon its adoption.

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, November 17, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 3227-1114

[Election Returns]

(See following page.)

CITY OF AVONDALE
GENERAL ELECTION - NOVEMBER 4, 2014
RESULTS ANALYSIS

	PPNO 015	PPNO 035	PPNO 117	PPNO 155	PPNO 185	PPNO 186	PPNO 341	PPNO 454	PPNO 461	PPNO 560	PPNO 684	Official Totals																								
	ALVARADO Rio Vista School	AVONDALE 1st. So.Baptist Church	COLDWATER RIDGE Estrella Vista School	CRYSTAL GARDENS 1st Baptist Church GL	DESSIE Michael Anderson School	DEVONSHIRE Cornerstone Christian Church	LA REATA Corte Sierra School	ORME Collier School	PALMBROOK Litchfield 1st Baptist Church	SANTA FE Rancho Santa Fe School	WARNER Quentin School																									
# REGISTERED VOTERS	1,541	1,677	2,320	4,384	2,339	4,762	1,854	5,192	3,232	2,019	3,506	32,826																								
BALLOTS CAST	394 26%	419 25%	623 27%	1451 33%	543 23%	1911 40%	738 40%	1422 27%	1168 36%	830 41%	837 24%	10336 31.49%																								
COUNCIL																																				
	Votes Cast	% ballots	% votes	Votes Cast	% ballots	% votes	Votes Cast	% ballots	% votes	Votes Cast	% ballots	% votes	Votes Cast	% ballots	% votes	Votes Cast	% ballots	% votes	Votes Cast	% ballots	% votes	Votes Cast	% ballots	% votes												
SIERRA	194	49%	59%	243	58%	66%	323	52%	62%	600	41%	51%	337	62%	72%	688	36%	46%	204	28%	45%	669	47%	59%	367	31%	50%	214	26%	38%	479	57%	70%	4,318	41.78%	54.38%
VIERHOUT (Withdrawn)	136	35%	41%	127	30%	34%	195	31%	38%	585	40%	49%	131	24%	28%	815	43%	54%	251	34%	55%	459	32%	41%	371	32%	50%	342	41%	62%	210	25%	30%	3,622	35.04%	45.62%
TOTAL	330			370			518			1185			468			1503			455			1128			738			556			689			7,940		
REJECTED BALLOTS												TOTAL																								
BAD SIGNATURE	1			1			2			4			0			2			1			1			0			2			1			15		
LATE	3			2			4			5			2			7			2			7			4			3			4			43		
NO SIGNATURE	1			1			1			12			6			12			5			12			2			4			3			59		
TOTAL	5			4			7			21			8			21			8			20			6			9			8			117		
PROVISIONAL BALLOTS												TOTAL																								
COUNTED	19			23			49			68			32			84			68			82			110			96			42			673		
NOT COUNTED	4			4			5			11			6			5			2			5			16			9			5			72		
TOTAL	23			27			54			79			38			89			70			87			126			105			47			745		



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3228-1114 - Intergovernmental Agreement - 1Government Procurement Alliance

MEETING DATE:

11/17/2014

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

Staff is requesting City Council approval of Resolution No. 3228-1114 approving an Intergovernmental Agreement (IGA) with 1 Government Alliance (1GPA) relating to the purchase of commodities and services through the 1GPA cooperative purchasing agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

1GPA is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase commodities and services they need from local and national vendors. 1GPA's pooled purchasing power means public and private schools, cities, counties, state agencies, colleges, universities and Native American communities can save actual budget dollars through existing, competitively bid contracts. All 1GPA contracts are competitively bid and awarded in compliance with state statutes, procurement laws and regulations. 1GPA's purchasing power provides participating agencies with the most competitive pricing available.

DISCUSSION:

Council approved funding as part of the Fiscal Year 2014–15 budget to complete renovations to Friendship Park and Festival Fields, enhance all of the city neighborhood parks, and to begin the process of improving park access for visitors with disabilities. The parks improvements will include: fenced athletic fields, additional sports lighting, enhanced play equipment, upgraded playground surfacing, expanded ramadas, a splash pad, an outdoor fitness area, restroom renovations, and exercise stations.

Many of the items required for the park renovations are available through existing 1-GPA contracts. Approval of this IGA will allow staff to procure the commodities and services required for the renovation project without a separate competitive bid process. However, since all 1GPA contracts are competitively bid, staff will be able to procure the required items while saving time and overall project cost. This IGA authorizes the City of Avondale to participate in the cooperative.

The following existing 1GPA contracts will be considered for the City parks renovation projects:

Product or Service	Existing Contracts
Fencing	Biddle and Brown Fence, LLC American Fence Co of Arizona, LLC

Shade Structures Dave Bang Associates
USA Shade and Fabric Structures

Playground Services Dave Bang Associates
Play It Safe Playgrounds and Park Equipment
ASI
Safe and Sound Playground, Inc

Tennis Courts Sunland Sports
Hellas Sports Construction

BUDGET IMPACT:

There is no budget impact to this agreement at this time. If approved, the IGA will allow City departments to purchase commodities and services from existing 1GPA contracts. The funding for all contract purchases through the 1GPA IGA will be subject to available funds and City approval as required.

RECOMMENDATION:

Staff recommends City Council approval of Resolution No. 3228-1114 approving an Intergovernmental Agreement (IGA) with 1 Government Alliance (1GPA) relating to the purchase of commodities and services through the 1GPA cooperative purchasing agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 1GPA Cooperaative Purchasing Agreement](#)

RESOLUTION NO. 3228-1114

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH 1 GOVERNMENT PROCUREMENT ALLIANCE RELATING TO THE PURCHASE OF COMMODITIES OR SERVICES.

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

SECTION 1. The Intergovernmental Agreement (the “Agreement”) with 1 Government Procurement Alliance (“1GPA”), authorizing the City to purchase commodities or services through 1GPA contracts, is hereby adopted substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, November 17, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3228-1114

[Agreement]

See following pages.



Participating Agreement



This Agreement is entered into on this 17th day of November in the year 2014, by and between City of Avondale and 1GPA. The purpose of this Agreement is to allow City of Avondale (Name of City) to purchase commodities and/or services under the same terms, conditions and prices as is available to all 1GPA members/participants.

With respect to this Participating Agreement, City of Avondale and 1GPA,
(Agency Name)

Arizona Government Code

Title 11 Counties

Chapter 7 Intergovernmental Operations

Article 3 Joint Exercise of Powers

11-951: Definition

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

11-952: Intergovernmental agreements and contracts

A. If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education.

Agree to the following:

1. 1GPA has secured the contractor's agreement to provide commodities and/or services to its members under the terms, conditions and prices as contracted for Governmental Agencies (Cities, Counties, Colleges, Educational Entities, School Districts, Non Profit, Tribes, all other governmental agencies and entities).
2. The authorized participating agency shall issue any and all purchase order or other applicable authorizations for purchases made on its behalf to 1GPA contractors.
3. Payment for commodities and/or services, and inspection and acceptance of commodities and/or services ordered by 1GPA participant shall be the exclusive obligation of the participant.
4. The exercise of any rights or remedies by 1GPA and/or its participants shall be the exclusive obligation of 1GPA and/or its participants.

5. City of Avondale (agency) shall provide 1GPA with a copy of any Purchase Order based on a 1GPA contract, at the time the Purchase Order is issued.
6. 1GPA makes the contract available to 1GPA participating agencies "as is" and is under no obligations to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the participant.
7. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by the parties of the Agreement.
8. This Agreement incorporates all Agreements, covenants and understandings between the parties concerning the subject matter in the Agreement. No prior Agreement or Understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
9. This Agreement shall become effective when signed by authorized agents of the parties. The Agreement shall remain in effect until termination as indicated in Item # 10 below.
10. Either party to this Agreement may terminate the Agreement by giving thirty (30) days written notice to the other party. Any such notice shall be sent to the addresses listed below.

The following authorized parties have executed this agreement on behalf of their respective Agencies.

For 1GPA

For City of Avondale

Authorized Signature

Authorized Signature

Date: _____

Date: _____

Contact Person:	Loretta Browning
Title:	Procurement Officer, City of Avondale
Address:	11465 W. Civic Center Drive, Avondale, AZ 85323
Phone:	623-333-2029
Fax:	623-333-0200
Email:	lbrowning@avondale.org or aarreola@avondale.org





CITY COUNCIL AGENDA

SUBJECT:

Appointment of Members to the City's Boards, Commissions and Committees and to the positions of Chair and Vice Chair of the Board of Adjustment and the Planning Commission

MEETING DATE:

11/17/2014

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

Staff is recommending that the Council approve the Council Subcommittee's recommendations for the appointment of members to the City's Boards, Commissions and Committees as well as the appointment of members to the positions of Chair and Vice Chair of the Board of Adjustment and the Planning Commission and designating the person holding the position of Finance and Budget Director to represent the Mayor in the Public Safety Retirement Pension Boards.

DISCUSSION:

The Council Subcommittee for Boards, Commissions and Committees hosted the annual meet and greet with candidates for appointment to the City's BCCs on Wednesday, October 29th. Their recommendations are listed below:

Board of Adjustment	
Melissa Valenzuela	12/31/17
EENRC	
Lisa Amos	12/31/17
Josie Arredondo	12/31/17
Russell Van Leuven	12/31/17
AMAC	
Melissa Valenzuela	12/31/17
Bonnie Lewis (Ex-Officio – HAMA)	12/31/17
Richard Childress (Alternate)	12/31/17

NFSC	
Louise Battaglia	12/31/17
Joshua Levario	12/31/17
Guadalupe Olague	12/31/17
Olivia Pineda	12/31/17
Martina Torres	12/31/16
Gary Coleman (Alternate)	12/31/17
Melissa Valenzuela (Alternate)	12/31/17
Planning Commission	
Kevin Kugler	12/31/17
Olivia Pineda	12/31/17
Gloria Solorio	12/31/17
Russell Van Leuven (Alternate)	12/31/17
Parks, Recreation and Libraries	
Glenn Coleman	12/31/17
Yvette Long	12/31/16
Josie Arredondo	12/31/17
Joshua Levario	12/31/17
CIP	
Yvette Long	12/31/17
Betty Lynch	12/31/17
Martina Torres	12/31/17
Correction Officers Retirement Pension Board	
Jason Armstrong (Employee rep)	12/31/17
Lisa Amos	12/31/17
Gloria Solorio	12/31/17
Public Safety Retirement Pension Board	
Lisa Amos	12/31/17
Betty Lynch	12/31/17
Citizen Corps Council	
Arnold Knack	12/31/17

The subcommittee is also making the following recommendations for the appointment of members to the positions of Chair and Vice Chair of the Planning Commission and the Board of Adjustment.

Board of Adjustment	
Chair	David Sours
Vice Chair	Arnold Knack
Planning Commission	
Chair	Sean Sciebinski
Vice Chair	Gary Smith

As the City's Finance and Budget Director, Kevin Artz was designated, by name, to represent the Mayor in the Public Safety Retirement Pension Boards, including Volunteer Fire Department, Correction Officers Retirement Pension Boards and the Police and Fire Public Safety Retirement Pension Boards. Staff is recommending that the designation be changed to the person holding the position of Finance and Budget Director.

RECOMMENDATION:

Staff is recommending that the Council approve the Council Subcommittee's recommendations for the appointment of members to the City's Boards, Commissions and Committees as well as the appointment of members to the positions of Chair and Vice Chair of the Board of Adjustment and the Planning Commission and designating the person holding the position of Finance and Budget Director to represent the Mayor in the Public Safety Retirement Pension Boards.



CITY COUNCIL AGENDA

SUBJECT: Public Hearing - Conditional Use Permit for Ni Hao Amigos Immersion Preschool, PL-14-0109

MEETING DATE: 11/17/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

REQUEST: The applicant is requesting approval of a Conditional Use Permit for Ni Hao Amigos Immersion Preschool, a proposed childcare facility for preschool age children.

PARCEL SIZE: Building - 4,040 square feet; Playground 3,508 square feet

LOCATION: The subject property is located at the southwest corner of Hill Drive and 1st Street, at 19 N Central Ave.

APPLICANT: Evangeline Diaz (602) 750-4784

OWNER: Ruth Diaz (602) 750-4784

BACKGROUND:

The property was a part of the original incorporation of the City, which took place on December 16, 1946. The current zoning is Old Town Avondale Business District (OTAB) and the General Plan land use designation is Historic Avondale District. The site is located at the southwest corner of 1st Street and Hill Drive. The existing building is 4,040 square feet with an existing outdoor play area that is 3,508 square feet. This property has been used in the past as a childcare facility, but has ceased operations for more than a year; therefore requiring a Conditional Use Permit (CUP) to once again operate.

SUMMARY OF REQUEST:

The applicant is requesting a CUP to operate a child care center at the proposed location. This use is permitted in the OTAB zoning district subject to a CUP. Ni Hao Amigos Immersion Preschool teaches young children how to speak Mandarin, Spanish, and English. The appropriate licenses have been applied for with the State of Arizona Child Care Licensing Department, but a Certificate of Occupancy from the City is needed to complete the process.

The applicant is proposing 10 employees and a minimum number of students to be 32 with a

maximum number of 82. Operations will take place Monday through Friday and be closed on weekends. Staff will be at the facility from approximately 6:30 am to 7:00 pm. The facility will be open for students from 7:00 am to 6:00 pm. Breakfast and lunch will be provided for the students, but come to the facility already prepared. The food will be stored in the refrigerator and cooked in a microwave.

There will be onsite and offsite activities. All onsite activities will take place within the building and in the outdoor play area. To accommodate the residential neighbors to the north and east of the property, students will not be outside until after 9:00 am. Offsite activities consist of field trips to various places throughout the valley. Students will be transported by their parents to the location of the field trip.

The Zoning Ordinance parking requirements for child care centers and preschools are 4 spaces, plus 1 space per 10 children; therefore this site is required to have 13 spaces. This location currently has 27 parking spaces. Two of these spaces are designated ADA, which meets the ADA requirements for the number of spaces in the parking lot. Student drop off/pick up, staff, and visitor parking has been identified on the Traffic Plan.

PARTICIPATION:

The applicant invited 76 property owners and other interested parties to a neighborhood meeting held on July 30, 2014 to discuss the proposal. The neighborhood notification letters were sent out and the property was posted on July 14, 2014. A notice was published in the July 15, 2014 edition of the West Valley View. There were no attendees at the meeting.

A notice regarding the Planning Commission public hearing was published in the September 30, 2014 edition of the West Valley View. The posting was updated and letters were sent to the 76 surrounding property owners on September 27, 2014 notifying them of the upcoming Planning Commission meeting.

A notice regarding the City Council public hearing was published in the October 28, 2014 edition of the West Valley View. The posting was updated and letters were sent to the 76 surrounding property owners on October 24, 2014 notifying them of the upcoming City Council meeting.

To date, there has been no stated support or opposition to the request received by staff.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing at 6:30 pm on October 16, 2014 and voted 5-0 recommending approval, subject to the three staff recommended stipulations.

ANALYSIS:

In order to grant a Conditional Use Permit, Section 109.B.1, B.2, B.3, B.4 and B.5 of the Zoning Ordinance lists five findings that must be met. Each finding is presented below along with staff's analysis.

1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.

In considering all of the General Plan and its goals, Ni Hao Amigos Language Immersion Preschool is consistent with the plan per the following:

The proposed use is consistent with the Historic Avondale District land use designation set forth in

the General Plan. The use furthers the City's general guidelines and objectives for development of the area providing a much needed service for the community. The proposed use is consistent with the character of area, which currently has similar educational uses, such as the Mosaic Arts Center, Boys and Girls Club, and the Michael Anderson Elementary School.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

The proposed use is compatible with the uses in the surrounding area. Ni Hao Amigos Immersion Preschool teaches young children how to speak Mandarin, Spanish, and English. It provides a unique service that we do not currently have. This use will be beneficial not only to the surrounding community, but to the City as a whole. Business operations only occur Monday through Friday with shorter business hours than typical retail operations, which will create minimal to no impact to the neighboring properties. The preschool will be closed on the weekends. Outdoor play time will not occur until 9:00 am to help minimize noise disturbances to the residences that live to the north and east of the property. The site has adequate parking for the proposed use; therefore, not reducing the parking for the church to the west and the commercial businesses to the south. Because this location has operated as a child care facility in the past, the proposed use will not create any new noise pollution, increase in traffic flow, or any other disturbances to any residents or adjacent businesses and properties.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping.

The subject site is adequate in size to accommodate all of the needs of the proposed use. Parking is abundant along with the two separate entry/exit points to the site that are positioned appropriately for circulating traffic safely. The site was built sometime between 1964 and 1969; therefore, the development was built to the standards set forth at that time. No additional improvements will be required of the site.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

The subject site has two full access points, one off of Hill Drive and the other off of 1st Street. Both are local streets. Both roads are more than capable of handling the minor traffic impact the proposed use will generate. Again, this was an existing use at this property in the past and there have not been any traffic issues to date.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

There are no adverse effects anticipated that would require mitigation for approval of this CUP. Three stipulations are included in the recommendation.

FINDINGS:

1. The project meets the General Plan Land Use of Historic Avondale District for this site. The proposed child care center use is permitted in the OTAB Zoning District with a Conditional Use Permit.
2. The project meets the five required findings for a Conditional Use Permit required by Section 109.B.1, B.2, B.3, B.4, and B.5 of the Zoning Ordinance.
3. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

RECOMMENDATION:

The City Council should conduct a public hearing and APPROVE application PL-14-0109, subject to the following three stipulations:

1. The Conditional Use Permit shall expire if the child care center use does not commence within two years of the approval date.
2. The Conditional Use Permit shall conform to the narrative and traffic plan date stamped September 17, 2014.
3. Prior to the Certificate of Occupancy issuance, an Emergency Plan must be approved by the City of Avondale Fire Department.

PROPOSED MOTION:

I move that the City Council accept the findings and recommend **APPROVAL** of application PL-14-0109, a request for a Conditional use Permit for a proposed childcare facility, subject to the three staff recommended conditions of approval.

ATTACHMENTS:

Description

[Exhibit A - General Plan Map](#)

[Exhibit B - Zoning Vicinity Map](#)

[Exhibit C - 2014 Aerial Photograph](#)

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

[Exhibit E - Project Narrative](#)

[Exhibit F - Site Plan](#)

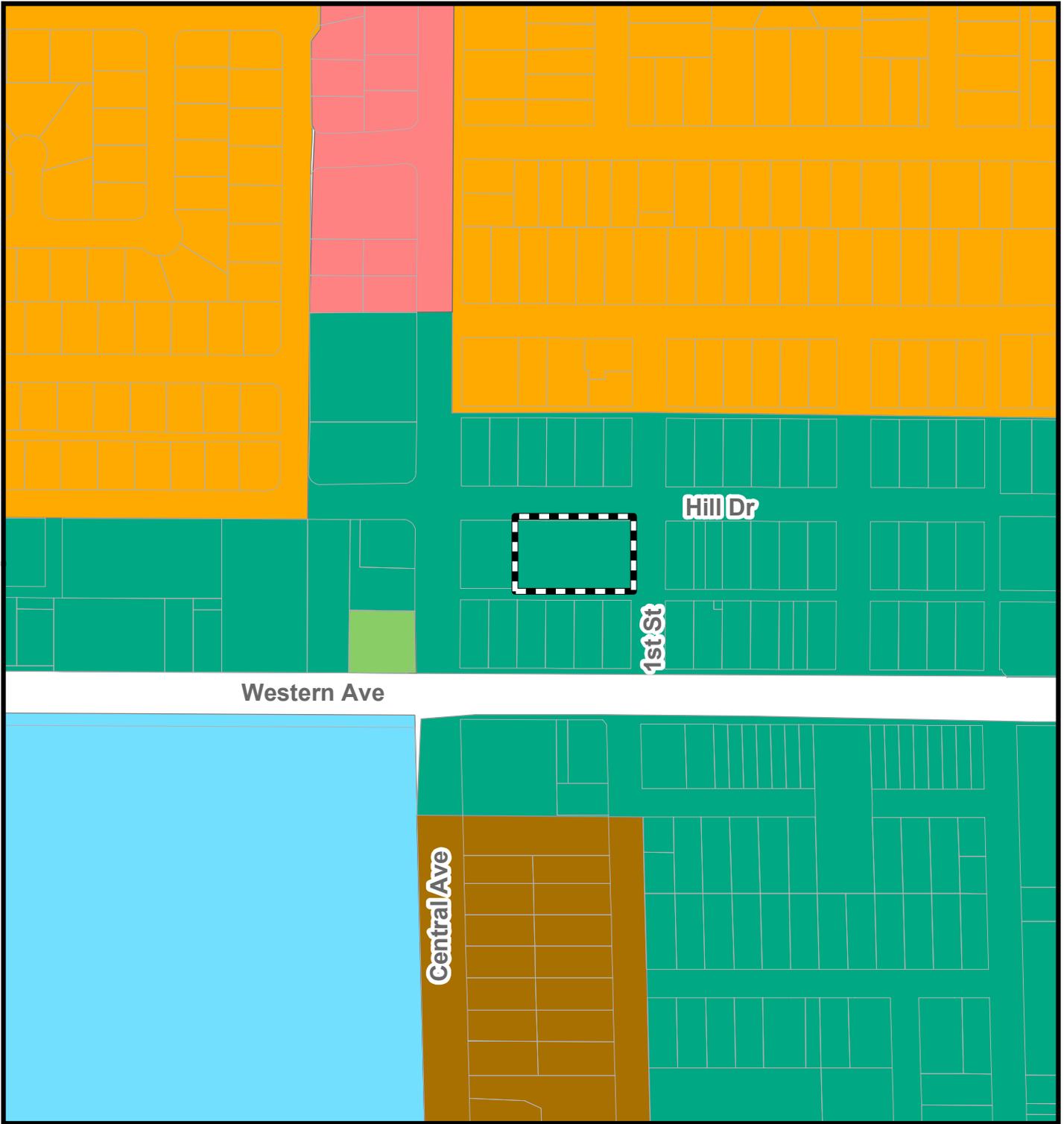
[Exhibit G - Floor Plan](#)

[Exhibit H - Traffic Plan](#)

[Exhibit I - Planning Commission Meeting Minutes](#)

PROJECT MANAGER

Jennifer Fostino, Zoning Specialist (623) 333-4022



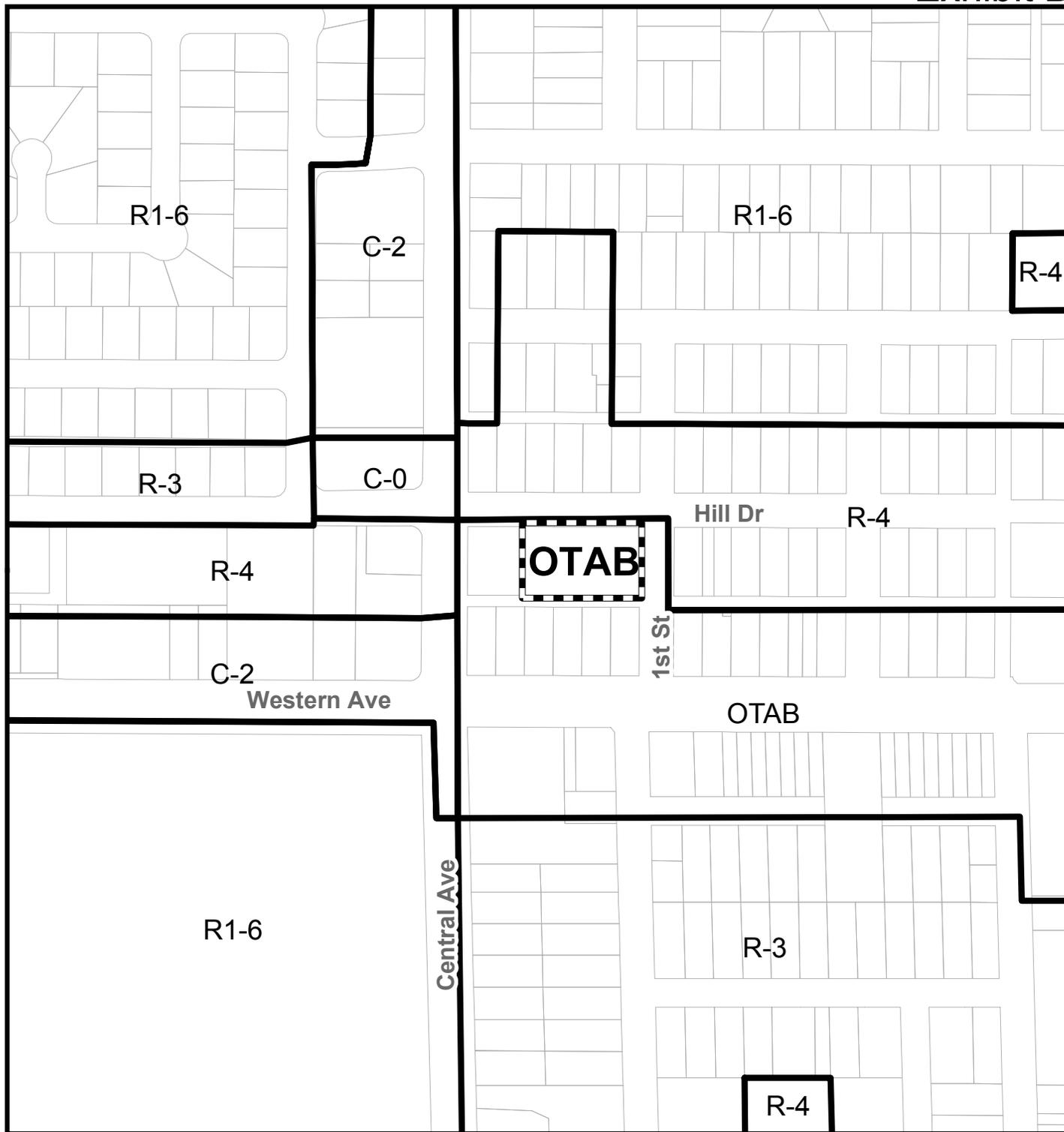
2012 General Plan

Legend

- Medium Density Residential
- Local Commercial
- Old Town District
- High Density Residential
- Education
- Open Space and Parks



**Ni Hao Amigos
Immersion Preschool**



Zoning Vicinity Map



Ni Hao Amigos
Immersion Preschool





2014 Aerial Photograph



**Ni Hao Amigos
Immersion Preschool**



*SUMMARY OF RELATED FACTS
APPLICATION PL-14-0109 NI HAO AMIGOS IMMERSION PRESCHOOL*

<i>THE PROPERTY</i>	
SIZE OF BUILDING	4,040 square feet
LOCATION	SWC of 1 st Street and Hill Drive
PHYSICAL CHARACTERISTICS	Rectangular and level surface
EXISTING LAND USE	Vacant building
EXISTING ZONING	Old Town Avondale Business District (OTAB)
ZONING HISTORY	Part of original incorporation of the City in 1946
DEVELOPMENT AGREEMENT	No

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	R-4 – Single and Multi-Family Residential
EAST	R-4 – Single and Multi-Family Residential
SOUTH	OTAB – Mosaic Arts Center & Old Town Avondale Reception Hall
WEST	OTAB – Iglesia Bautista del Oeste (West Baptist Church)
<i>GENERAL PLAN</i>	
The subject property is currently designated Historic Avondale District on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Avondale Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Eliseo C Felix Elementary School
HIGH SCHOOL	La Jolla Community High School

<i>STREETS</i>	
Hill Drive	
Classification	Local
Existing half street ROW	25'
Standard half street ROW	25'
Existing half street improvements	1 vehicular travel lane, sidewalk, curb & gutter
Standard half street improvements	1 vehicular travel lane, sidewalks, landscaping, curb & gutter, and streetlights
1st Street	

Classification	Local
Existing half street ROW	25'
Standard half street ROW	25'
Existing half street improvements	1 vehicular travel lane, sidewalk, curb & gutter
Standard half street improvements	1 vehicular travel lane, sidewalks, landscaping, curb & gutter, and streetlights

UTILITIES

The parcel ties into the church parcel to the west which is served by an existing 6" water line that runs between Central Avenue and 1st Street.

There is an existing 6" sewer line that runs between Central Avenue and 1st Street.

Ni Hao Amigos Language Immersion Preschool

19 N. Central Avenue, Avondale, AZ 85323

PROJECT NARRATIVE

General Overview:

Ni Hao Amigos Language Immersion Preschool will develop and nurture young children preparing their future by giving them an advantage of developing fluency in the world's most spoken languages, Mandarin and Spanish. Research shows that bilingual preschoolers have more cognitive abilities than monolingual children. Our students will acquire rich language, reasoning, and planning skills.

Ni Hao Amigos Language Immersion Preschool curriculum will teach the target language using the Arizona Early Childhood standards by engaging our students and nurturing their desire to learn. Our curriculum will allow our students to learn the languages, Mandarin Spanish, and English by exploring dramatic play, literacy, math, Science, Music, crafts, dance, and kinesthetic play. The students will rotate through educational centers which will captivate their attention and stimulate their minds.

Parents can choose which languages Mandarin, Spanish, or English. Students are immersed in the target language and develop native-like fluency in the languages. Native speaking teachers teach the curriculum using fun, engaging lessons that allow the children to learn the content and languages.

Ni Hao Amigos Language Immersion Preschool will offer programs for working parents as well as stay-at-home parents. Half and full day programs will be available. Parents will choose which days they want their children to attend.

We would like to hire a staff of ten employees. The preschool will be the only use for this building.

The subject property is a building located east of a Baptist Church on Central Avenue and Hill. The building consists of classrooms, office space, and a kitchen and we will be occupying all rooms. This building is located north of the Mosaic Art Center, and east of the church, making it a quiet and separate location with easy access to main roads. There is plenty of parking on the north side of the building. (27 parking spaces total that belong to this particular building) including two handicap parking spaces. Inside of the building there is plenty of space with easy ingress into the building and easy egress out of the building. The building has a fire alarm system that meets code. There is easy access to the restrooms as well as a kitchen that includes

two sinks, cabinets, storage space, and a refrigerator. We will not be adding to the kitchen, except a microwave to heat food.

For insured safety, the state of Arizona requires licensing to come out and inspect the location before the start of operations. These licenses have been applied for with the State of Arizona Child Care Licensing Department, but a Certificate of Occupancy from the City is needed to complete the process.

The only equipment that will be placed and used in this building is standard office equipment, such as computers, office tables, desks, and chairs. As a preschool that is here to serve the Avondale community, we feel strongly that this is the best possible location in Avondale due to its compatibility to the surrounding area, (churches, public and charter schools, Mosaic Arts Center, and businesses on Western Avenue) broadening services offered in the neighborhood.

This building previously had been a licensed for a preschool for the past 17 years, but hasn't operated for over a year. During that time there were no violations of complaints from the neighbors in regards to the preschool. Because the center has been closed for longer than one year, we were not able to be grandfathered into the building. Therefore, we are required to obtain a Conditional Use Permit by going through the normal process to obtain one.

The maximum number of children that the preschool will be licensed for is 82 but we will begin with a max of 32.

The main entrance is the middle door which leads into the office area. All other doors will only be used for evacuation, other than the door that leads out to the playground. The doors will have push bars from the inside and a child will not be able to exit through any of these doors.

Consistency with the General Plan & Applicable Specific Plan:

In considering all of the General Plan and its goals, Ni Hao Amigos Language Immersion Preschool will be consistent with the plan per the following:

- i. Per goal 2 of the Land Use Element, Honor the unique character of Historic Avondale. This location has existed for over 40 years and has served Historic Avondale as a daycare facility for 17 years and would like to continue to do so.
- ii. Per goal 7 of the Land Use Element, Plan for educational facility locations as development and redevelopment occurs. Ni Hao Amigos Language Immersion Preschool will develop and nurture young children while preparing for their future by giving them an advantage of learning multiple languages.
- iii. Per goal 3 of the Economic Element, Enhance and market Avondale's business climate. Ni Hao Amigos Language Immersion Preschool provides a service that Avondale currently does not. This facility will

- teach to the children the world's most spoken languages; English, Spanish, and Mandarin.
- iv. Per goal 5 of the Economic Element, Encourage and facilitate small/local business development and diversity. We are a small and local business that is trying to improve/diversify the economic strength/growth of Historic Avondale.
 - v. Per goal 2 of the Growth Area Element, Encourage economic diversity within growth areas. Ni Hao Amigos promotes diversity by teaching several different languages to educate the youth of the surrounding community.

Compliance with the Zoning Ordinance and Other City Codes and Regulations:

We have worked with the Avondale planners through the zoning process. We will ensure that all services, and business operations, will be in accordance with City of Avondale Zoning Ordinance and all other city codes and regulations.

We plan to submit a sign application to receive a sign permit for one permanent sign above the building that will specifically state: "Ni Hao Amigos Language Immersion Preschool." This signage will be in accordance with all requirements and regulations stated in Section 9 of the City of Avondale Zoning Ordinance. We will make sure to maintain the landscaping surrounding the building in accordance with Section 12 Landscape, Walls, and Fences in the City of Avondale Zoning Ordinance.

Once we are granted the Conditional Use Permit, we will then apply for the Certificate of Occupancy with the Building Division and apply for a business license.

General Compatibility With Adjacent Properties:

Ni Hao Amigos Language Immersion Preschool has begun the process of building good partnerships and relationships with the surrounding businesses. Church members and public/charter school employees in the community are interested in enrolling their children at Ni Hao Amigos Preschool. Mosaic Arts Center staff has volunteered to paint a mural in our facility and offer Art classes to our students and their parents. The proposed use will offer the residents living in the neighborhood the ability to have a quality preschool nearby.

Screen and Buffering of Uses:

The height of the outside property walls are three feet high buffering the residences to the north on Hill Drive and the east on North First Street.

Site & Building Design, Ingress, Egress to the property and Proximity to driveways, and street intersections:

- ✚ The subject property is located east of the southeast corner of Central Avenue and Hill Drive.
- ✚ The building on the property is 4,080 square feet.
- ✚ The play area is 3,600 square feet.
- ✚ The most direct vehicular entrance to the site parking lot is from Hill Drive. The exit from the building is exiting on N. 1st street.
- ✚ There is one vehicular exit located on the east side of the building on N. 1st Street with very easy egress out of the site and very easy ingress into the site from Hill Drive. Please refer to the traffic plan to see the locations.
- ✚ Plenty of space on all four sides of the building making way for easy traffic inflow/outflow. Please refer to the traffic plan to see circulation routes.

Internal Vehicular Circulation (including emergency and delivery vehicles):

- ✚ Vehicles will be entering the preschool from Hill Drive and exiting on N. 1st Street. Please refer to the traffic plan to see circulation routes.
- ✚ All drive isles will be open at all times for emergency vehicles.
- ✚ Delivery trucks will park in the spaces shown on the Traffic plan, sharing with visitor parking.

Volume and Character of Traffic:

Central Avenue is an arterial and Hill Drive is a local street. Both are capable of handling the current traffic load. The operations taking place in this building would add approximately fifty vehicles entering in the morning and exiting in the afternoon, to the current traffic flow on Central Avenue and Hill. These vehicles include teaching staff and parents dropping off and picking up students each day. This will not be an increase from past use at this location.

All students will be dropped off in the parent drop off area as seen on the Traffic Plan 7:00 a.m. and 10:00 a.m. Students will be picked up on the north side of the building between 3:00-6:00 p.m. Staff will begin to arrive at 7:00 a.m. and will park in the staff parking area as shown on the Traffic Plan. Visitors will park in parking lot as shown on the Traffic Plan.

- ✚ In the process of day-to-day operations, all parking will be conducted in accordance with Section 8 Parking in City of Avondale Zoning ordinance.
- ✚ There are ten parking spaces in the parking lot that have been allocated for teaching staff parking. The building is pedestrian accessible. Residents can enroll their children at Ni Hao Amigos and walk their children to school.

Parking:

- ✚ This building has twenty-seven parking spaces on the north side that includes two handicap parking spaces that will be located in the front of the main entrance.

- ✚ In the process of day-to-day operations, all parking will be conducted in accordance with Section 8 Parking in City of Avondale Zoning Ordinance.

Off-Street parking and loading:

All students will be dropped off in the morning on the north side of the building between 7:00 a.m. and 8:00 a.m. Students will be picked up on the north side of the building between 3:00-6:00 p.m. Staff will arrive between 6:30 a.m. and 8:00 a.m. and will park on the north side of the building. Visitors will also park on the north side of the building during business operations.

- ✚ In the process of day-to-day operations, all parking will be conducted in accordance with Section 8 Parking in City of Avondale Zoning Ordinance.
- ✚ There are ten parking spaces on the north side that have been allocated for teaching staff parking. We will be using these parking spaces for employee and visitor parking during business hours.

Hours of operation:

- ✚ All students will arrive between 7:00 a.m. and 10:00 a.m.
- ✚ Students will leave no later than 6:00 p.m.
- ✚ All employees will arrive no earlier than 6:30 a.m., and will leave no later than 7:00 p.m.
- ✚ Students will play outside after 9:00 a.m.
- ✚ This location is closed weekends.

Exterior lighting with reference to adjacent properties:

The operations in this building will not create the need for any changes to the current Exterior lighting in the building of any kind. There are twelve large lights on the north side of the building that are on a sensor. The lights automatically turn on at 8:00 p.m. every evening. The lights provide lighting for the building as well as for the parking lot.

Food Storage, and preparation:

- ✚ We will not be cooking in this building other than a microwave in the kitchen to heat up teacher's and student's food.
- ✚ All lunches will come already prepared and will be stored in a refrigerator that is monitored by a temperature gage per state licensing.
- ✚ Lunches are served and eaten during field trips.
- ✚ Breakfast will come already prepared and will be stored in a refrigerator that is monitored by a temperature gauge per state licensing.

- ✚ There will be no outdoor storage.

Noise, smoke, odor, dust, vibration, or illumination created by the proposed use:

The operations and company policy and procedures implemented in this building will not allow for any additions to the current noise, smoke, odor, dust, vibration, or illumination created by the current uses.

There will be no:

- ✚ Impact on public services, including utilities, schools, and recreation. There are homes, restaurants, a reception hall, and a Mosaic Art Center surrounding this building. The restaurants, reception hall, and Mosaic Art Center are busiest on the weekends. The existing residents are long-time residents. They resided in their homes when the previous daycare was open in this building.
- ✚ Landscaping. We presently have playground saw dust in the outdoor play area. Some of this playground saw dust will be removed to provide a grass play area and a sand play area. We will add stepping stones to distinguish between play areas and walking areas. We will add shady trees approved by city and state regulations.

Required Findings for Conditional Use Permit:

1. The proposed use will provide services and opportunities to these preschoolers and their parents, which will enhance their education, social, emotional, and cognitive growth and development.
2. The proposed use will greater meet the needs of the surrounding community be creating broader use, adding to the range of the daily needs of goods and services offered to the City of Avondale.
3. The proposed use will help further the city's general plan by creating more jobs, and flow of income in the City of Avondale to help play a part in Avondale's growth.
4. The proposed use will help to provide commercial activities that are compatible with our neighborhoods and environment. We will work with residents, businesses, and government agencies to celebrate diversity and work together towards common goals.
5. The proposed use will help attract a broader range of residents to the city, which will then create housing needs and opportunities for these new residents and businesses.
6. The proposed use will help enhance the relationships between land use, transportation, quality of life, the environment, and economic prosperity.
7. The proposed use will meet more of the desires of Avondale residents and businesses now, and in the future.
8. The proposed use will remain coordinated and focused on helping Avondale actualize its vision.

9. The proposed use will help add to the goal that as the city grows, quality jobs will be more available to its residents. As the employment base grows, more people will want to live in Avondale.

Description of Operation for Each Classroom Inside Site;

The classrooms will not require restructuring of any kind as they have been used for a childcare center in the past. Included in each classroom are tables and chairs for students. Each classroom also has children's literature books and hands-on materials, as well as a carpet space for students to sit and interact with teacher during storytelling time. Each classroom has a changing table and cabinets as well.

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PH (602) 561-6441

OWNER/APPLICANT
SEAN DIANA
BEI BEI LANGUAGE PRESCHOOL
751 EAST UNION HILLS DRIVE
PHOENIX, ARIZONA 85024
PH (602) 996-4990

PROJECT NAME & ADDRESS
NI HAO LANGUAGE PRESCHOOL
19 N CENTRAL AVE
AVONDALE, ARIZONA 85042

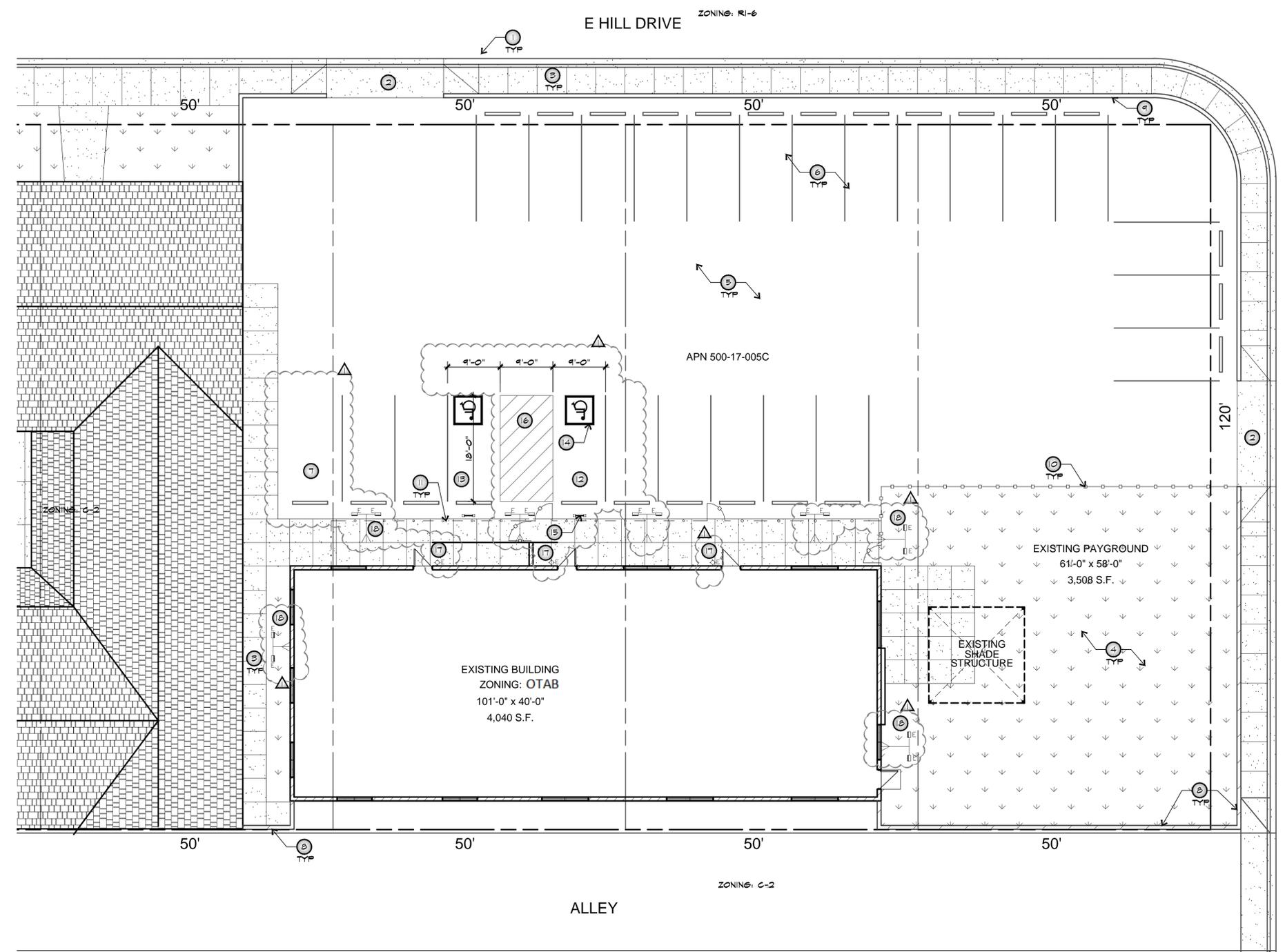
- KEYNOTES**
- 1 EXISTING CONCRETE CURB.
 - 2 EXISTING CONCRETE DRIVEWAY TO REMAIN.
 - 3 EXISTING CONC SIDEWALK
 - 4 EXISTING LANDSCAPE WOOD CHIPS / BARK
 - 5 EXISTING ASPHALT
 - 6 EXISTING PARKING
 - 7 EXISTING A.D.A. PARKING TO BE CHANGED TO A STANDARD SPACE.
 - 8 EXISTING 5'-4" C.M.U. WALL
 - 9 EXISTING 3'-0" C.M.U. WALL
 - 10 EXISTING 5'-4" CHAIN LINK FENCE
 - 11 EXISTING 4'-0" CHAIN LINK FENCE
 - 12 NEW A.D.A. COMPLIANT VAN ACCESSIBLE SPACE
 - 13 NEW A.D.A. COMPLIANT STANDARD ACCESSIBLE SPACE
 - 14 NEW PAINTED INTERNATIONAL H.G. SYMBOL TYP.
 - 15 NEW T.S. POST MTD A.D.A. VAN SIGN
 - 16 NEW PAINTED STRIPING TYP.
 - 17 EXISTING EXTERIOR LIGHT FIXTURE.
 - 18 EXISTING EXTERIOR PARKING / SITE LIGHT FIXTURE.

EXISTING PLAN FOR:

NI HAO AMIGOS LANGUAGE PRESCHOOL
19 NORTH CENTRAL AVE
AVONDALE, ARIZONA 85323

Date:	05/21/2014	
Job No:		
No	Revision	Date
Δ	CITY COMMENTS	04/04/2014

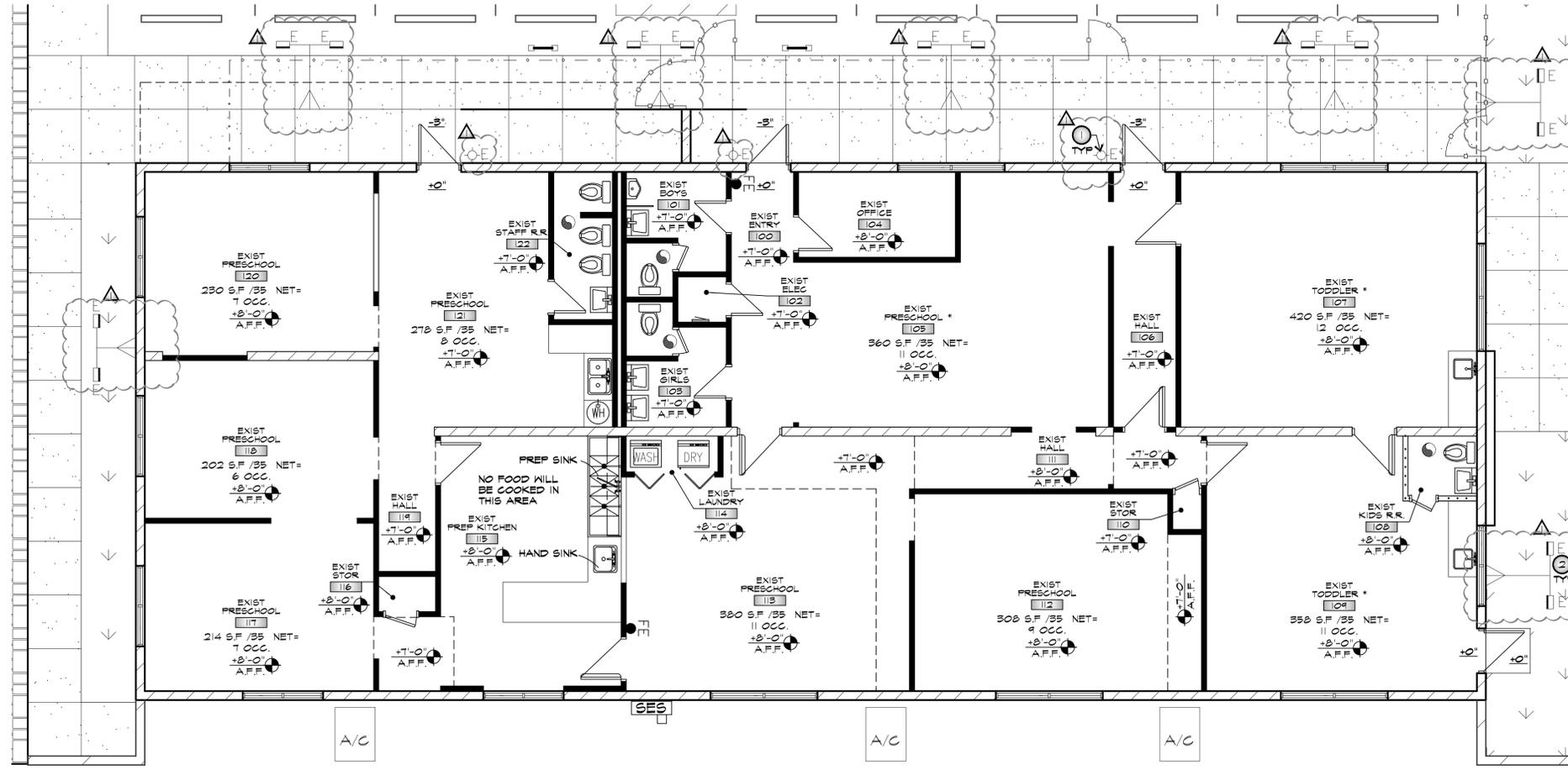
brent kleinman architect & planner
5133 north central avenue, suite 227
phoenix, arizona 85012 (602) 561-6441
fax:(602) 943-7290 mobile:(602) 561-6441



EXISTING SITE PLAN
SCALE: 1"=20'-0"
NORTH

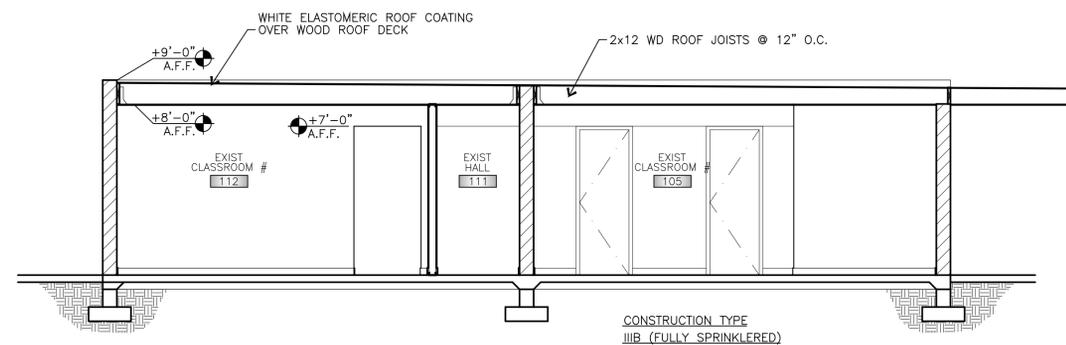
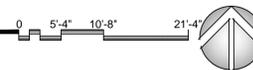


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EXISTING FLOOR PLAN

SCALE: 3/16"=1'-0"



1 BUILDING SECTION

SCALE: 1/4"=1'-0"

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PROJECT NAME & ADDRESS
NI HAO LANGUAGE PRESCHOOL
19 N CENTRAL AVE
AVONDALE, ARIZONA 85042

GENERAL NOTES

- FINISHES-
ROOMS 100,101,104,111,112,116
PAINTED WALLS, VCT FLOOR, RUBBER BASE, GYP. BD. CEILING
ROOMS 102,105,106,108,113,115,117,118,119
PAINTED WALLS, CARPETED FLOOR, RUBBER BASE, GYP. BD. CEILING
ROOMS 103,107,109,110,118
FRP & PAINTED WALLS, VCT FLOOR, RUBBER BASE, GYP. BD. CEILING
- ALL INDOOR AREAS MEET THE REQUIREMENT FOR 30FC OF LIGHTING.

KEYNOTES

- EXISTING EXTERIOR LIGHT FIXTURE.
- EXISTING EXTERIOR PARKING / SITE LIGHT FIXTURE.

LEGEND

- EXISTING C.M.U. WALL TO REMAIN.
- EXISTING PARTITION TO REMAIN.
- EXISTING 4'-0" H PARTITION TO REMAIN.
- EXISTING DOOR TO REMAIN.
- EXISTING DUTCH DOOR TO REMAIN.
- EXISTING EXIT SIGN
- EXISTING FIRE EXTINGUISHER
- EXISTING EXHAUST FAN



Exhibit G

EXISTING PLAN FOR:

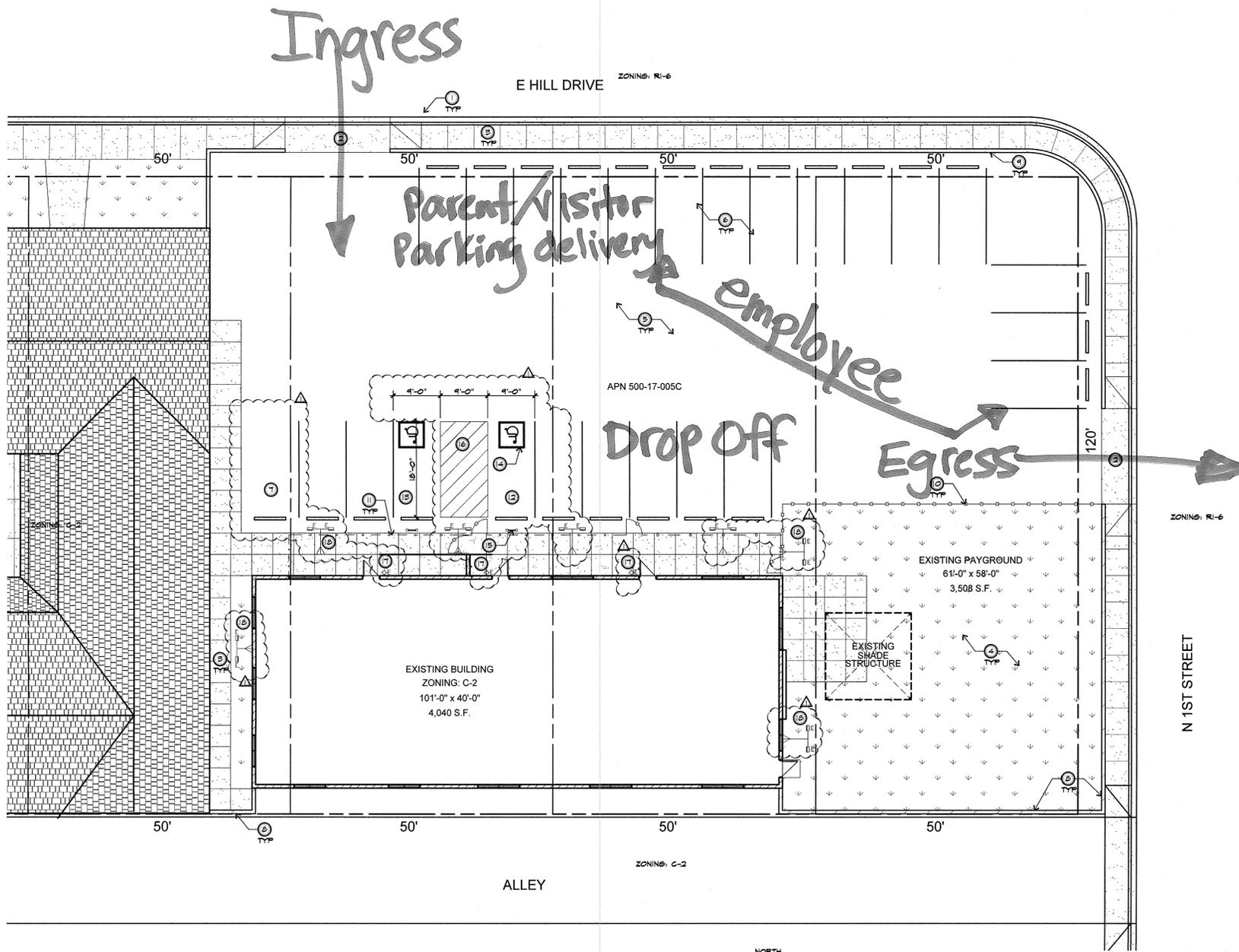
NI HAO AMIGOS LANGUAGE PRESCHOOL
19 NORTH CENTRAL AVE
AVONDALE, ARIZONA 85323

Date:	05/21/2014	
Job No:		
No	Revision	Date
1	CITY COMMENTS	04/04/2014

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fax:(602) 943-7290 mobile:(602) 561-6441



Traffic Plan



EXISTING SITE PLAN
SCALE: 1"=20'-0"

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PROJECT NAME & ADDRESS
NI HAO LANGUAGE PRESCHOOL
19 N CENTRAL AVE
AVONDALE, ARIZONA 85042

- KEYNOTES**
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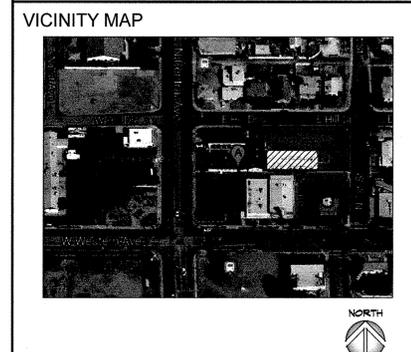
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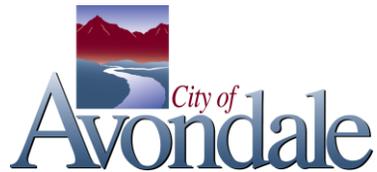
EXISTING PLAN FOR:

NI HAO AMIGOS LANGUAGE PRESCHOOL
19 NORTH CENTRAL AVE
AVONDALE, ARIZONA 85323

Date:	05/21/2014	
Job No.:		
No.:	Revision	Date
1	CITY COMMENTS	06/04/2014

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**AGENDA
PLANNING COMMISSION
REGULAR MEETING**

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

**Thursday, October 16, 2014
6:30 P.M.**

I. CALL TO ORDER

Vice Chair Amos called the Regular Meeting to order at approximately 6:30 p.m.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT

Lisa Amos, Vice Chair
Michael Long, Commissioner
Michael Demlong, Commissioner
Gary Smith, Commissioner
Grace Carrillo, Commissioner

COMMISSIONERS ABSENT

Kevin Kugler, Chair - excused
Sean Scibienski, Commissioner - excused

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Ken Galica, Senior Planner
Christine Fanchi, Transportation Planner
Jennifer Fostino, Zoning Specialist
Linda Herring, Development Services Representative

III. OPENING STATEMENT

Vice Chair Amos read the Opening Statement.

IV. APPROVAL OF MINUTES

- September 18, 2014 Regular Meeting

Vice Chair Amos invited a motion to approve the minutes. Commissioner Demlong moved to accept the minutes from the September 18, 2014 regular meeting as presented. Commission Long seconded the motion. The motion passed unanimously.

V. SCHEDULED PUBLIC APPEARANCES

Robert Gubser, Planning Manager, reported on the results of the scavenger hunt held in recognition of National Community Planning Month. The Gaucin family correctly identified all eleven items and was presented with prizes by Christine Fanchi.

VI. WITHDRAWALS AND CONTINUANCES:

None.

VII. PUBLIC HEARING ITEMS:

PL-14-0066

Presentation and Public Hearing on the proposed request by Mr. Jason Morris, Withey Morris PLC, to amend the 25.96 acre Gateway Crossing Planned Area Development (PAD) as it relates to three standards, as follows: 1) To allow for a thrift/secondhand store use on Lot 7 (located between Hobby Lobby and Claim Jumper), 2) To remove/ relocate an existing 5,500 square foot pedestrian plaza on Lot 7, and 3) To increase total site building area from 245,568 square feet to 252,271 square feet. The center is located at the southwest corner of 99th Avenue and McDowell Road. Contact: Ken Galica

Ken Galica, Senior Planner, said Gateway Crossing is located just north of the freeway, and is surrounded by Gateway Pavilions to its north, a Tolleson shopping center to the east, and undeveloped land to the west. The Gateway Crossing property was annexed in 1986. The PAD was approved in 2005, and the shopping center opened in 2006. It is designated as Freeway Commercial by the General Plan. The Applicant has three requests. The first is to amend the permitted use list in the PAD to allow for thrift stores. The thrift store would be subject to a number of operating conditions designed to protect the image of the center. Thrift stores were not a supported use in 2005 when the PAD was approved. Enforcing the operating conditions could be problematic, due to the limited Code Enforcement staff available. Various tenants in the shopping center have expressed support for the proposed use.

Mr. Galica said the second request would be to remove/relocate a 5,500 square-foot pedestrian plaza on Lot 7, and downsize it to 975 square feet. All current amenities would remain except for the fountain. The new plaza would meet the

intent of the design manual. The current plaza is not adjacent to any commonly used pedestrian way. Staff agrees that a smaller, more optimally located plaza would be preferable. The final request is to increase the square footage of the shopping center by about 2.7% from 245,000 to 252,000 square feet. Staff does not believe this increase would negatively impact operations or parking.

Mr. Galica stated that staff recommends indefinite continuance at the request of the Applicant, but should a continuance not be granted, staff recommends denial of the first request and approval of the second and third requests.

Commissioner Smith inquired whether the Applicant has an anticipated hearing date. Mr. Galica responded that they believe they will be ready in either December or January, but the amendment would still be open-ended based on its indefinite language.

Vice Chair Amos opened the public hearing. Joe Walters, 2980 E. Northern Avenue, Suite A, Phoenix AZ 85028, is the owner of Gateway Crossing shopping center. He said Goodwill has become a much more desirable tenant than they were 10 or 15 years ago. He requested that the Planning Commission approve all three requests, but at the very least approve requests two and three if the Commission does not want to grant the continuance. With no other speakers coming forward, Vice Chair Amos closed the public hearing.

Commissioner Long moved to accept the findings and recommend APPROVAL of application PL-14-0066, a request to amend the Gateway Crossing Planned Area Development (PAD), subject to three staff recommended conditions of approval, being the denial of the first request (Thrift Stores), and approval of the second (Pedestrian Plaza), and third (Square Foot Increase) requests. Commissioner Demlong seconded the motion.

ROLL CALL VOTE

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

Approved 5-0

PL-14-0109

Presentation and Public Hearing on the proposed request by Ms. Evangeline Diaz for a Conditional Use Permit (CUP) for Ni Hao Amigos Immersion Preschool located at 19 N Central Ave, a proposed childcare facility for preschool age children that teaches foreign languages. Contact: Jennifer Fostino

Jennifer Fostino, Zoning Specialist, said the proposed site is located at the southwest corner of First Street and Hill Drive, north of Western Avenue. The General Plan designated land use is the Historic Avondale District. The Zoning District is Old Town Avondale Business (OTAB) District. The Applicant proposes opening a childcare center, which requires a conditional use permit in the OTAB District. They are currently in the process of licensing with the State of Arizona's Childcare Licensing Department. Ten employees are proposed, with a maximum of 82 students. The facility will operate Monday through Friday from 7:00 a.m. to 6:00 p.m. and will be closed on weekends. The use is consistent with the land use designations, and the zoning district of the proposed site and the neighboring parcels.

Ms. Fostino stated that the existing developments of the adjacent parcels consist of single and multi-family residential to the north and east, the Mosaic Art Center and Old Town Avondale Reception Hall to the south, and a place of worship to the west. The proposed location has existed for over 40 years, and has served as a daycare facility for 17 years. The site has ceased operations as such for approximately a year and a half, and therefore now requires a conditional use permit.

Ms. Fostino explained that the site has two full vehicular access points on Hill Drive and First Street. Hill Drive access will be designated as the ingress point, while First Street will be designated egress. Parking is available for employees, visitors and for the dropoff and pickup area. Hill Drive and First Street are local streets that are both capable of handling the minor traffic impacts the proposed use will generate.

Ms. Fostino said the building is approximately 4,000 square feet. The main entrance and exits are on the north side. The east side has an entrance/exit for a fenced outdoor play area. The building has nine classrooms, an office, kitchen, and separate bathrooms for staff, and girl and boy students. Breakfast and lunch will be served daily. Meals will come prepared and only need to be refrigerated and heated in a microwave.

Ms. Fostino noted that conditional use permits must meet five required findings as set forth in the Zoning Ordinance. Staff finds that the application meets them. A neighborhood meeting was held on July 30, 2014 at the site. All notification requirements were met, but no attendees not directly related to the project were present. Planning Commission meeting notification also adhered to public participation requirements. To date there have been no statements of opposition or support in relation to this request. Staff recommends approval with three standard stipulations.

Commissioner Carrillo inquired about the planned start of business. Ms. Fostino responded that the Applicant should obtain the conditional use permit by November. They must then get an emergency plan approved by the Fire Department and obtain a certificate of occupancy before they can open. Commissioner Carrillo inquired about possible facility improvements, noting that the parking lot needs new painted lines to better delineate the drop off and pickup

area, and that the wall is missing some blocks. Ms. Fostino said the parking lot was upgraded with a second ADA parking spot, but staff has not requested any further upgrades.

Commissioner Demlong thanked the Applicants for bringing a business such as this to an underserved area of the community. He cautioned staff from requiring parking lot upgrades prior to opening, as the financial burden could put them out of business before they get started. Vice Chair Amos said that if the condition of the parking lot and wall fall into disrepair, they would become Code Enforcement issues.

Vice Chair Amos opened the public hearing. Sean Dinea, 20050 North 15th Drive, Phoenix, AZ, 85027, said the preschool will offer a Spanish/Chinese immersion program designed to help produce 21st Century global citizens. Evangeline Diaz of Tolleson said there are plans to upgrade the parking lot and the wall to make the facility as attractive and safe as possible. Receiving no further requests to speak, Vice Chair Amos closed the public hearing.

Commissioner Smith moved to accept the findings and recommend APPROVAL of application PL-14-0109, a request for a Conditional Use Permit for a proposed child care center, subject to the three staff recommended conditions of approval. Commissioner Carrillo seconded the motion.

ROLL CALL VOTE

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

Approved 5-0

VIII. OTHER BUSINESS

PL-14-0161

A request by Ms. Andrea Lewkowitz, Lewkowitz Law Office, to allow for 24 hours a day, 7 days a week operation of the Fresh & Easy Market located at the southwest corner of 107th Avenue and Thomas Road. Hours of operation for this facility are currently limited by City Council stipulation to 6:30 a.m. to 10:00 p.m. Staff Contact: Ken Galica

Ken Galica said this application is for the Fresh & Easy located at the southwest corner of 107th Avenue and Thomas Road. It is surrounded by residential uses in all directions. The property in question was zoned in 1996 to PAD with C-2 District standards. The site plan was approved in June of 2007 with a stipulation

that limited the hours of operation (6:30 a.m. to 10:00 p.m), and has been operating under these conditions since 2008. Since Tesco sold the Fresh & Easy chain, the number of stores in the Valley has been dramatically reduced, and this is the only one left in Avondale. All remaining Valley stores with the exception of Avondale's have shifted to operating 24 hours a day. This request would allow for 24-hour operations at the Avondale site.

Mr. Galica said the C-2 District has no restrictions on hours of operation. The site was developed to recent standards and is therefore subject to development requirements that make it easier to mitigate sound and light impacts on nearby residences. Pickups and deliveries to the store will still be limited to between 8:00 a.m. and 10:00 p.m.

Mr. Galica explained that all neighbors within 500 feet were notified. The Applicant also reached out to the HOA boards in the surrounding subdivisions, but no concerns were raised. Staff recommends approval of the application.

Commissioner Demlong inquired about the tracking of complaints. Mr. Galica explained that Code Enforcement or the Police Department would track complaints depending on the nature of the call.

Commissioner Carrillo moved to recommend APPROVAL to the City Council of application PL-14-0161, a request to allow the market to operate 24 hours a day, 7 days a week, by striking Stipulation #13 of the June 2007 Site Plan approval for Fresh & Easy Market. Commissioner Long seconded the motion.

ROLL CALL VOTE

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

Approved 5-0

VIII. PLANNING STAFF REPORT

None.

X. COMMISSION COMMENTS AND SUGGESTIONS

XI. ADJOURNMENT

Vice Chair Amos entertained a motion to adjourn the regular meeting. Commissioner Long moved to adjourn. Commissioner Carrillo seconded the motion. The motion passed unanimously.

With no further business, the meeting concluded at approximately 7:13 P.M.

NEXT MEETING: November 20, 2014

FOR SPECIAL ACCOMMODATIONS

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 meeting.

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

Staff Signature

Date



CITY COUNCIL AGENDA

SUBJECT:

Site Plan Amendment - Fresh & Easy Market
(PL-14-0161)

MEETING DATE:

11/17/2014

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, City Manager (623) 333-1014

REQUEST:

Amend the 2007 Site Plan approval of Fresh & Easy Market to allow the grocer to operate 24 hours a day, 7 days a week

PARCEL SIZE:

Approximately 2.0 acres

LOCATION:

Southwest corner of 107th Avenue and Thomas Road (Exhibits A and B)

APPLICANT:

Ms. Andrea Lewkowitz, Lewkowitz Law Office (602) 200-7222

OWNER:

Y-Opco, LLC/Fefos, LLC dba Fresh & Easy (310) 341-1514

BACKGROUND:

The property was annexed into the City on June 6, 1994, and zoned AG (Agricultural). On December 17, 1996, the property was rezoned from AG to PAD (Planned Area Development) as part of the larger 73 acre Upland Park PAD. The approved PAD designates the subject property as Commercial and allows for C-2 (Community Commercial) uses as listed in the Avondale Zoning Ordinance. The final plat for Upland Park was approved on August 30, 1999.

A Site Plan for a 16,589 square foot building, to accommodate a 13,989 square foot Fresh & Easy grocery store and 2,620 square feet of additional commercial uses was approved by the City Council on June 18, 2007, subject to 13 stipulations (Exhibits D and E). Stipulation #13 limits store hours of operation to between 6:30 a.m. and 10:00 p.m. At the time, the stipulated hours were the standard hours of operation for all stores within the Fresh & Easy chain.

Construction of the site was completed in 2008 and the market has been in operation for over 6 years. During this period, the Fresh & Easy chain was sold and its business model revised by the new ownership group, Y-Opco LLC. This revised business model included downsizing the number of stores in the Valley, including closure of two other Avondale locations, and transitioning to 24 hours a day, 7 days a week facilities. Of the seventeen Fresh & Easy locations in Arizona still in operation, only the Avondale location is not open 24 hours a day, 7 days a week.

The subject property is bordered by Thomas Road to the north and 107th Avenue to the east. Existing uses of the surrounding properties are as follows:

- **SOUTH and WEST:** Upland Park subdivision. Eight single-family residential lots share a common property line with the site. Mature trees in landscape buffers on the perimeter of the Fresh & Easy site, combined with lowered and shielded parking lot lighting, help to ensure any noise or light overflow from the commercial use is minimized. The loading dock is located on the west side of the building. Loading, unloading, and refuse pick-up is limited to the hours of 8:00 a.m. and 10:00 p.m. by a previously approved stipulation.
- **NORTH (Across Thomas Road):** Unit 28 of the Garden Lakes subdivision. Five single-family lots back onto Thomas Road directly across from the Fresh & Easy site. These lots are separated from the site by a minimum of 128' and buffered by significant amounts of mature landscaping.
- **EAST (Across 107th Avenue):** Los Arbolitos subdivision. Two single-family lots back onto 107th Avenue across from the Fresh & Easy site. These lots are separated from the site by a minimum of 125' and buffered by significant amounts of mature landscaping.

SUMMARY OF REQUEST:

The applicant is requesting (Exhibit F) to strike stipulation #13, removing the 6:30 a.m. to 10:00 p.m. limitation on hours of operation for the Fresh & Easy Market operating on the site. The motivation for this request is an adjustment in the business model for Fresh & Easy stores resulting from a 2013 chain wide ownership change. As previously noted, with the exception of this site, all 16 other valley locations are currently operating 24 hours a day, 7 days a week.

PARTICIPATION:

All property owners within 500 feet of the subject site were mailed letters on August 14, 2014, notifying them of the applicant's request to extend hours of operation to 24 hours a day, 7 days a week. A total of 148 property owners were notified and asked to contact the Planning Division if they had any concern or questions regarding the proposal. No property owners contacted the City regarding this proposal.

Additionally, the applicant initiated contact with several homeowners associations (HOAs) in the vicinity of the market to gauge support, including Upland Park HOA, Garden Lakes HOA, and Los Arbolitos HOA. Per the applicant, the proposal has not received any responses from these contacts.

PLANNING COMMISSION ACTION:

The Planning Commission reviewed this item on October 16, 2014 (Exhibit G), and voted 5-0 (Chair Kugler and Commissioner Scibienski excused) to recommend approval of this request. Commissioner Demlong noted that he lives near the market and Fresh & Easy has been a good neighbor since opening in 2008.

ANALYSIS:

- The C-2 (Community Commercial) Zoning District does not place restrictions on hours of operation for retail businesses and Avondale features a number of businesses that operate 24 hours a day, 7 days a week in the same zoning category. Allowing for 24 hours a day, 7 days a week operations at this location would be in conformance with Zoning Ordinance regulations and would not be out of the ordinary for development within the C-2 District.
- The primary reason to limit hours of operation is to minimize any sound and light impacts emanating from the operation of the commercial building on surrounding residential

properties. The site was designed and built to mitigate those impacts through: 1) Provision of landscape buffers containing a continuous canopy of mature trees that serves to shield light and diffuse noise on the perimeter of the property adjacent to residential lots, 2) Use of fully shielded, reduced height parking lot lighting (16' in height vs. standard height of 24') within 35 feet of residential property to eliminate light spillage onto adjacent residential lots, and 3) Provision of primary user parking on the outer perimeter of the site, allowing the building itself to shield/absorb/deflect light and sound generated by automobiles (Exhibit C).

While limitations on hours of operation can be important tools to protect residences adjacent to older commercial sites not designed with neighborhood compatibility in mind, the measures taken in the design and construction of this site, as listed in the preceding paragraph, eliminate staff's concern that 24 hours a day, 7 days a week operations will negatively impact surrounding properties.

- Merchandise deliveries and garbage pick-up are generally the cause of the most significant noise impacts when commercial sites directly abut residential properties, due to service areas typically being located in the rear of buildings close to residential lots. Stipulation #9 of Site Plan approval limits refuse pick-up and service deliveries to the hours of 8:00 a.m. to 10:00 p.m. Approval of the applicant's request to extend hours of operation will not change allowed delivery/refuse pick-up hours.
- Both the City and applicant have reached out to neighboring property owners and HOAs to determine if there are any concerns with the proposed extension of hours. No concerns have been raised.
- According to applicant records dating to the store opening in 2008, Fresh & Easy has not received any complaints from neighbors, nor has there been any incident at the location requiring police intervention.

Conclusion:

Based upon staff's review and analysis, and hearing no concern from nearby property owners, staff recommends approval of the request to allow for 24 hour a day, 7 day a week store hours for Fresh & Easy by striking stipulation #13 of the June 2007 Site Plan approval.

FINDINGS:

1. The proposed hours of operation are consistent with what is allowed in the City's C-2 (Community Commercial) Zoning District.

RECOMMENDATION:

The City Council should APPROVE application PL-14-0161, a request to allow Fresh & Easy Market, SWC 107th Avenue and Thomas Road, to operate 24 hours a day, 7 days a week, striking Stipulation #13 of the June 2007 Site Plan approval.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application PL-14-0161, a request to allow Fresh & Easy Market, SWC 107th Avenue and Thomas Road, to operate 24 hours a day, 7 days a week, striking Stipulation #13 of the June 2007 Site Plan approval.

ATTACHMENTS:

Description

[Exhibit A - Zoning Vicinity Map](#)

[Exhibit B - Aerial Photograph](#)

[Exhibit C - Enlarged Aerial Photograph](#)

[Exhibit D - Fresh & Easy Site Plan Approval Letter, July 2007](#)

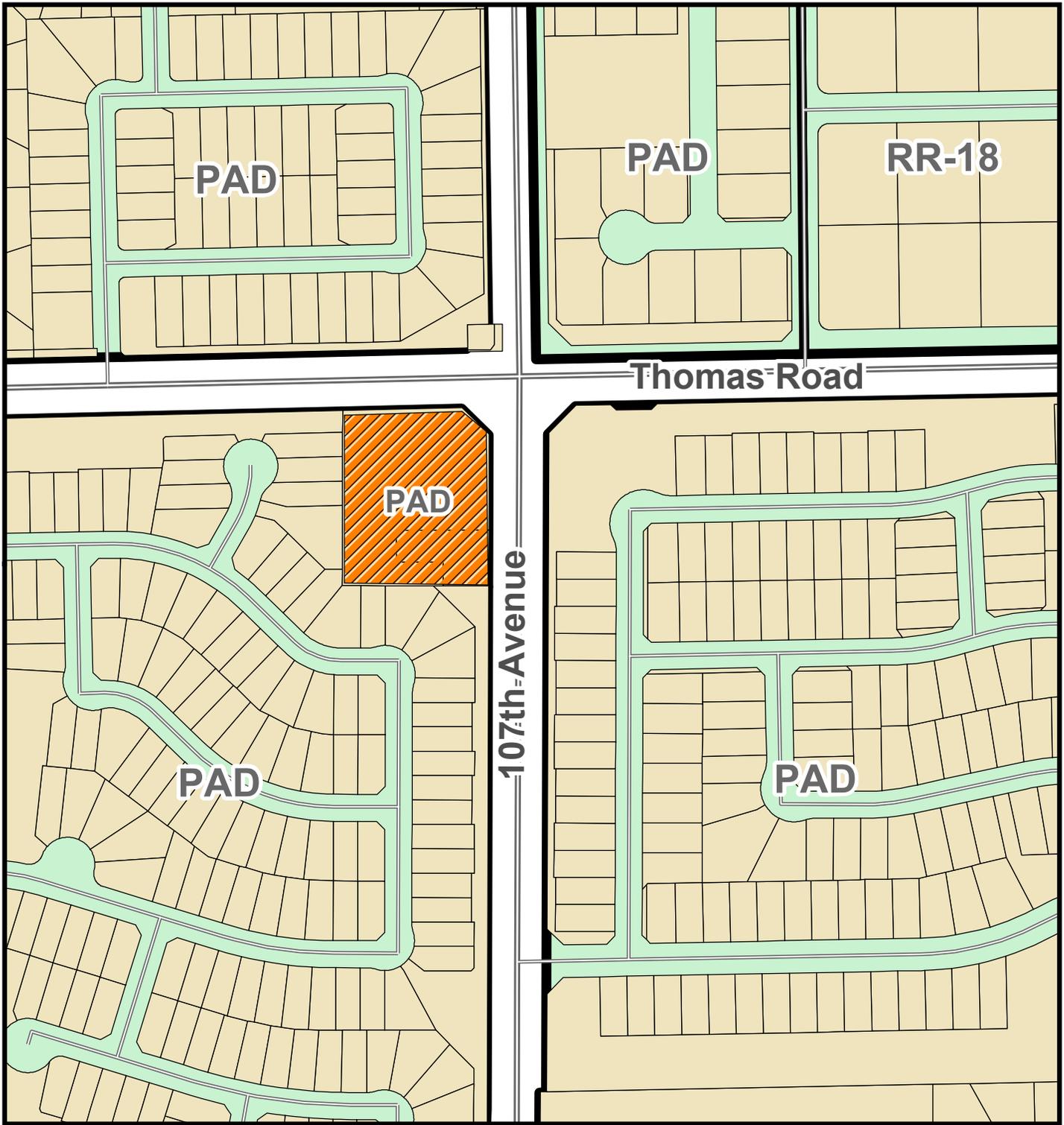
[Exhibit E - Minutes from the regular City Council Meeting of June 18, 2007 \(Site Plan Approval\)](#)

[Exhibit G - Excerpt of Draft Planning Commission Meeting Minutes from October 16, 2014](#)

[Exhibit F - Applicant's Project Narrative](#)

PROJECT MANAGER

Ken Galica, Senior Planner (623) 333-4019



Zoning Vicinity Map



Subject Property





Aerial Photograph



 Subject Property



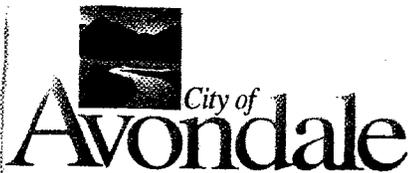


Enlarged Aerial Photograph



 Subject Property





July 10, 2007

Mr. Matt Personne
Robert Kubicek Architects & Associates, Inc.
2233 E. Thomas Road
Phoenix, AZ 85016

RE: Fresh & Easy Neighborhood Market (DR-07-1)
City Council Approval

Dear Mr. Personne:

I am pleased to inform you that on June 18, 2007, the City Council approved the site plan for a Fresh & Easy Neighborhood Market located at the southwest corner of Thomas Road and 107th Avenue, subject to the following twelve stipulations:

1. Development shall conform to the Site Plan, Landscape Plan, and Materials and Colors Board date stamped April 27, 2007 and the Building Elevations date stamped May 1, 2007, except as modified by these stipulations.
2. Final landscape plans must be approved administratively by the Planning Division prior to construction document submittal.
3. In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the site plan shall expire within one year of approval if a building permit has not been issued.
4. Prior to the issuance of any construction permits, the fire line shall be relocated so as not to lie underneath the trash enclosure.
5. Development of the subject site, including all perimeter and internal landscaping, shall occur in a single phase.
6. The Final Landscape Plans shall include a revised parking lot screen wall elevation which meets the Zoning Ordinance requirement for variety and decorative design in parking lot screen walls (Section 1203.D.5). Addition of a cornice cap and/or inclusion of additional approved materials will meet this requirement.

Development Services

11465 W. Civic Center Drive, #110 • Avondale, AZ 85323
Phone: (623) 333-4000 • Fax: (623) 333-0400 • TDD: (623) 333-0010
www.avondale.org

**City Council Regular Meeting – Excerpt of Meeting Minutes
June 18, 2007**

**FRESH & EASY NEIGHBORHOOD MARKET – REQUEST FOR SITE PLAN
APPROVAL – DR-07-1**

Site plan approval for the Fresh and Easy Neighborhood Market, 2.02 acres located on the southwest corner of 107th Avenue and Thomas Road.

Brian Berndt, Development Services Director, stated this would be the first stand-alone Fresh and Easy store to come before Council. He showed Council slides of the property, stating it was a C-2 designation, and described the surrounding properties. He then showed Council an aerial view of the site plan and described the access to the site, the square footage and parking, and described the cart enclosures, as well as the set backs for the property and the trash enclosures. Mr. Berndt then showed slides of the contemporary building design and the dense landscape plan to include Sonoran, Blue Palo Verde and Willow Acacia trees, as well as shrubs. He stated the site plan is in conformance with the General Plan, the North Avondale Specific Plan, the Upland Park PAD and the Zoning Ordinance. Mr. Berndt stated the Planning Commission had reviewed the Site Plan and recommended approval subject to the following 12 stipulations.

1. Development shall conform to the Site Plan, Landscape Plan, and Materials and Colors Board date stamped April 27, 2007 and the Building Elevations date stamped May 1, 2007, except as modified by these stipulations.
2. Final landscape plans must be approved administratively by the Planning Division prior to construction document submittal.
3. In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the site plan shall expire within one year of approval if a building permit has not been issued.
4. Prior to the issuance of any construction permits, the fire line shall be relocated so as not to lie underneath the trash enclosure.
5. Development of the subject site, including all perimeter and internal landscaping, shall occur in a single phase.
6. The Final Landscape Plans shall include a revised parking lot screen wall elevation which meets the Zoning Ordinance requirement for variety and decorative design in parking lot screen walls (Section 1203.D.5). Addition of a cornice cap and/or inclusion of additional approved materials will meet this requirement.

7. All pole-mounted lighting shall be directed downward and shielded so as not to create a spillage of light onto adjacent residential properties.
8. Pole-mounted parking lot lighting shall not exceed 16 feet in height within 35 feet of the southern and western property lines.
9. Refuse pick-up and service deliveries shall not be permitted between the hours of 7 p.m. and 7 a.m.
10. Stamped and colored paving shall be provided across both driveways outside of the right-of-way as determined at the time of construction plan approval.
11. All wall signs shall be constructed of individually mounted pan channel or reverse pan channel letters. Exposed raceways shall not be allowed.
12. Cart corrals shall not include signage for the purpose of advertising.

Council commented they like the heavy landscaping and discussed the size and tree species. Mr. Berndt stated 80 percent of the trees would be 24 inch box or larger. Council asked that the Willow Acacias be replaced because they are messy.

Council commented on the 3 foot wall to screen the road, stating it needed to be three feet above grade level to hide the view of the parking lot and asked was there a way to have the signage built upfront to be sure the signs would look alike and then add the lettering later. Mr. Berndt responded that the sign was based on the tenant size and the building frontage, but in the future the City may propose either sign locations or boxes to show where the signs will be.

Council discussed the traffic patterns around the site.

Kelly La Rosa, Traffic Engineering Department, explained that one could make a left out onto Thomas Road, but one could not make a left in from Thomas Road. She stated the access point to 107th Avenue was allowed to be full access with left ins and left outs because it met all spacing requirements, and left in at the driveway on 107th Avenue should not pose a problem with any traffic cueing at the light because the traffic entering the driveway is downstream from the rest of the traffic cueing at the traffic signal.

Council questioned the hours of operation especially the inconsistency with Sunday hours. Mr. Berndt responded the applicant could address that or the store hours could be stipulated by Council.

Council expressed their appreciation for the different look, the elevations and colors of the building.

Mike Elmore, Red Development, 6263 N. Scottsdale Road, Scottsdale, Arizona, stated the hours shown were a typo, as 8 to 10 were the hours as far as he knew. He stated they would be willing to replace the Willow Acacia trees.

Mayor Lopez-Rogers invited other comments and questions and received none. Mr. Elmore stated that there has been some discussion about opening earlier such as 6:30 am

Council continued to discuss the hours of operation and delivery. Andrew McGuire, City Attorney, stated the applicant could always come back and ask for an amendment to the site plan approval if they wanted to change the hours of operation. Council agreed 6:30 am to 10 pm would be fine.

Council continued to discuss the delivery hours and suggested limiting deliveries.

Mr. Elmore stated it would be a daily operation with trucks coming from LA, but only two deliveries per day of a 53' trailer and he was not sure if it would be on the weekends.

Mr. McGuire stated that Stipulation 9 (Refuse pick-up and service deliveries shall not be permitted between the hours of 7 p.m. and 7 a.m.) was the same stipulation as the one for Cold Water Springs.

Mayor Lopez-Rogers asked for additional questions and comments, and receiving none, asked for a motion. Council Member Lynch moved to approve the Request for Site Plan Approval – DR-07-1, with the amended Stipulation 9 (adding 8 am to 10 pm as hours of delivery/refuse pickup). Council Member Scott seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Scott	Aye
Council Member Buster	Aye
Mayor Lopez-Rogers	Aye
Vice Mayor Wolf	Excused
Council Member Lynch	Aye
Council Member Weise	Aye

Motion carried unanimously.

**Excerpt of the Minutes of the Planning Commission meeting held October 16, 2014
at 6:30 p.m. in the Council Chambers.**

COMMISSIONERS PRESENT

Lisa Amos, Vice Chair
Michael Long, Commissioner
Michael Demlong, Commissioner
Gary Smith, Commissioner
Grace Carrillo, Commissioner

COMMISSIONERS EXCUSED

Kevin Kugler, Chair
Sean Scibienski, Commissioner

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Ken Galica, Senior Planner
Linda Herring, Development Services Representative

APPLICATION NO. PL-14-0161

A request by Ms. Andrea Lewkowitz, Lewkowitz Law Office, to allow for 24 hours a day, 7 days a week operation of the Fresh & Easy Market located at the southwest corner of 107th Avenue and Thomas Road. Hours of operation for this facility are currently limited by City Council stipulation to 6:30 a.m. to 10:00 p.m. Staff Contact: Ken Galica

Ken Galica said this application is for the Fresh & Easy located at the southwest corner of 107th Avenue and Thomas Road. It is surrounded by residential uses in all directions. The property in question was zoned in 1996 to PAD with C-2 District standards. The site plan was approved in June of 2007 with a stipulation that limited the hours of operation (6:30 a.m. to 10:00 p.m), and has been operating under these conditions since 2008. Since Tesco sold the Fresh & Easy chain, the number of stores in the Valley has been dramatically reduced, and this is the only one left in Avondale. All remaining Valley stores with the exception of Avondale's have shifted to operating 24 hours a day. This request would allow for 24-hour operations at the Avondale site.

Mr. Galica said the C-2 District has no restrictions on hours of operation. The site was developed to recent standards and is therefore subject to development requirements that make it easier to mitigate sound and light impacts on nearby residences. Pickups and deliveries to the store will still be limited to between 8:00 a.m. and 10:00 p.m.

Mr. Galica explained that all neighbors within 500 feet were notified. The Applicant also reached out to the HOA boards in the surrounding subdivisions, but no concerns were raised. Staff recommends approval of the application.

Commissioner Demlong inquired about the tracking of complaints. Mr. Galica explained that Code Enforcement or the Police Department would track complaints depending on the nature of the call.

Commissioner Carrillo **MOVED** to recommend **APPROVAL** to the City Council of application PL-14-0161, a request to allow the market to operate 24 hours a day, 7 days a week, by striking Stipulation #13 of the June 2007 Site Plan approval for Fresh & Easy Market. Commissioner Long **SECONDED** the motion.

ROLL CALL VOTE

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

Approved 5-0

Site Plan Amendment/Project Narrative

*Fresh & Easy #1061
10725 W. Thomas Road
Avondale, AZ*

In November, 2013, Y-OpcO, LLC *nka* Fresh & Easy, LLC purchased seventeen Fresh & Easy stores in Arizona, including the store and real property located at 10725 W. Thomas Road in Avondale. The new owner is an entrepreneurial, experienced grocer whose goal is to expand the store's availability of convenient, value-priced, wholesome foods and products to customers in a simple, clean environment – and to make them available at all times.

Sixteen of the seventeen stores in Arizona are now open 24 hours per day/7 days per week. The Avondale store is only open from 6:30 a.m. until 10 p.m. because of restrictions the City Council placed for the location's site plan in 2007. This Planning Application request is to amend the site plan to allow the store to remain open 24/7.

Since opening in 2008, the store has not received facility or operations-based complaints from residential or commercial neighbors, and there have been no incidents requiring police intervention. The local management team under the previous ownership remains, so there is continuity in operations and maintenance, including lighting, sanitation, and security. The store's parking lot is well-lit from dusk to dawn. Several local police officers regularly park in the lot, and remain welcome at all times.

Fresh & Easy believes the extended hours will benefit the community by adding up to six new employees and by providing customers access to healthy food choices 24 hours per day. Many customers in the industrial, medical, and hospitality businesses in the area work late night hours, and would appreciate the option of purchasing fresh, quality foods before, during, or after work. In anticipation of its request to amend the site plan, Fresh & Easy contacted several local neighborhood associations to propose the extended hours. Fresh & Easy has not received any negative responses to the proposal.