



CITY COUNCIL AGENDA

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

**REGULAR MEETING
December 15, 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. RESOLUTION 3233-1214 - HONORING VICE MAYOR FRANK SCOTT**
 - b. RESOLUTION 3234-1214 - HONORING COUNCIL MEMBER CHARLES VIERHOUT**
- 3 UNSCHEDULED PUBLIC APPEARANCES**

(Limit three minutes per person. Please state your name.)
- 4 CONSENT AGENDA**

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

 - a. APPROVAL OF MINUTES**
 1. Work Session of December 1, 2014
 2. Regular Meeting of December 1, 2014
 - b. LIQUOR LICENSE AQUISITION OF CONTROL - FOOD CITY #93**

City Council will consider a request from Mr. Michael J. Basha for approval of an application for Acquisition of Control of the Series 9 Liquor Store license to sell all spirituous liquors at Food City #93 located at 1450 N Dysart Road in Avondale. The Council will take appropriate action.
 - c. LIQUOR LICENSE - PERSON AND LOCATION TRANSFER OF SERIES 9 LIQUOR STORE - WALGREENS #05776**

City Council will consider a request to approve an application submitted by Randy Guse for a Person and Location Transfer of a Series 9 Liquor Store License to sell all spirituous liquors at the Walgreens Store #05776 located at 1451 N Dysart Road in Avondale. The Council will take appropriate action.
 - d. LIQUOR LICENSES SERIES 12 (RESTAURANT) - ZETA'S GRILL**

City Council will consider a recommendation to approve an application for a Series 12 Restaurant License submitted by Mr. Mahdi Mohamad Amin Sadek to sell beer and wine at Zeta's Grill located at 2935 N Dysart Road in Avondale. The Council will take appropriate action.

e. DESIGN SERVICES AGREEMENT - SRP FOR 69KV RELOCATION ON 107TH AVE.

City Council will consider a request to approve a Design Services Agreement with Salt River Project to provide engineering design services for the 107th Avenue and Van Buren 69KV Pole relocation in the amount of \$262,600.00, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ADDENDUM TO HARDWARE PURCHASE AND DATA SERVICES AGREEMENT - ZONAR SYSTEMS, INC

City Council will consider a request to approve an addendum to the hardware purchase and data services agreement with Zonar Systems, Inc. for equipment and data services for the City's in-vehicle global positioning system in an annual amount not to exceed \$21,000 for the initial term and \$28,000 for each of the remaining two terms of the contract; and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - TITAN MACHINERY, INC

City Council will consider a request to approve a First Amendment to the Cooperative Purchasing Agreement with Titan Machinery, Inc. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service, and accessories; increasing the amount from \$10,000 to \$25,000 in the current and final terms of the contract. This increases the maximum aggregate amount from \$50,000 to \$80,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. COOPERATIVE PURCHASING AGREEMENT - RODEO FORD, INC.

City Council will consider a request to approve a cooperative purchasing agreement with Rodeo Ford, Inc. for the provision of original equipment manufacturer parts and repair services for vehicles in an annual amount not to exceed \$50,000; with an option to renew for up to four successive one-year terms and an aggregate amount not to exceed \$250,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. PROFESSIONAL SERVICES AGREEMENT - ALTA PLANNING + DESIGN FOR WAYFINDING SIGN DESIGN

City Council will consider a request to approve the Professional Services Agreement with Alta Planning + Design to provide master planning and signage design to complete the City Wayfinding Plan in the amount of \$49,990 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take appropriate action.

j. MAJOR ACCOUNTS AGREEMENT AND ADDENDUM - ADP, LLC

City Council will consider a request to ratify the amended major accounts agreement and sales order signed by the City Manager for human resources information and payroll system services through ADP, LLC, approve a transfer of contingency in the amount of \$82,000 and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 3232-1214 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE

City Council will consider a resolution approving and amendment to the Intergovernmental Agreement with the State of Arizona Department of Revenue relating to taxpayer audits and disclosure of information and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 PROPOSED AMENDMENT TO THE CITY CODE TO ALLOW FISHING AT FRIENDSHIP PARK

City Council will receive information regarding a proposed amendment to the Avondale Municipal Code, Chapter 17, Section 17-31 relating to designated fishing areas to allow fishing at Avondale Friendship Park. For information, discussion and direction.

6 ECONOMIC DEVELOPMENT AGREEMENT GUNBO, LLC

City Council will consider a request to approve an amended and restated Economic Development Agreement with Gunbo, LLC regarding the construction and operation of Main Event Family Entertainment Center that will provide reimbursement of up to \$500,000 from the Economic Opportunities fund and up to \$225,000 from future sales tax collections and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

7 PUBLIC HEARING AND ORDINANCE 1567-1214 SAN VILLAGIO PAD REZONE

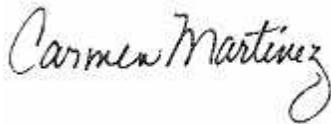
City Council will hold a public hearing and consider a request by Mr. James Abraham of Clouse Engineering, for rezoning of San Villagio, a property of approximately 11 gross acres of land at the northeast corner of Avondale Boulevard and Encanto Boulevard, from Agricultural to Planned Area Development to provide for uses, development requirements, and design standards for a 34-lot single-family residential detached development with gated private streets. The Council will take appropriate action.

8 ECONOMIC DEVELOPMENT AND RESIDENTIAL CONSTRUCTION UPDATE AND DISCUSSION

City Council will review the status of development, the single family housing market, progress in the City Center and along the freeway corridor and discuss outreach to and feedback from the development community. For information and discussion only.

9 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.

RESOLUTION NO. 3233-1214

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING VICE MAYOR FRANK SCOTT FOR NINE YEARS OF LEADERSHIP AND DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, Frank Scott answered the call to public service in January of 2006, when he was elected by the voters of Avondale to serve on the City Council in the capacity of Council Member and, most recently as Vice Mayor when he was appointed by his fellow Council Members; and

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

WHEREAS, during his tenure he served on numerous regional boards and committees, representing Avondale on the Maricopa Association of Governments Human Services Coordinating Committee, the Maricopa County Human Services Commission, the Southwest Valley Chamber of Commerce, the Phoenix-Goodyear Airport Community Advisory Group and many others; and

WHEREAS, he also served at the national level as a member of the National League of Cities Public Safety and Crime Prevention Steering Committee to ensure that both Avondale and Arizona were represented; and

WHEREAS, through his leadership and commitment to public safety he served as a strong advocate for police and fire fighters to ensure the overall safety of public safety personnel and our residents alike; and

WHEREAS, Vice Mayor Scott worked diligently with his fellow colleagues on the City Council and with City staff to provide a clear vision for a strong and diverse community that is forward-thinking and will continue to aspire, achieve and accelerate; and

WHEREAS, he has served his community with pride throughout his tenure on the City Council, he will undoubtedly continue to be involved in his community and continue to advocate for the residents of Avondale and the Southwest Valley.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to Frank Scott for his years of leadership and dedication to the City of Avondale and its residents.

PASSED AND ADOPTED by the Council of the City of Avondale, December 15, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

RESOLUTION NO. 3234-1214

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING COUNCIL MEMBER CHARLES VIERHOUT FOR HIS FIVE YEARS OF LEADERSHIP AND DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, Charles Vierhout answered the call to public service in January of 2010, serving in the capacity of Council Member after being elected by the citizens of Avondale in September 2009; and

WHEREAS, during his tenure, Council Member Vierhout served with honor and integrity, not only on the City Council but also as the City's ambassador to the Avondale Elementary School District, the Westmarc Board of Directors, the Luke West Valley Partnership and others; and

WHEREAS, Council Member Vierhout served as a strong advocate and proponent of STEM programs in our schools and community, and sought to foster innovative ideas through his support of projects such as the Mosaic Arts Center and Gangplank Avondale, places where creative and innovative ideas flourish; and

WHEREAS, his role on the City Council contributed to the enrichment of the future of Avondale for all its residents during a time of unprecedented growth and change; and

WHEREAS, Council Member Vierhout worked collaboratively with his fellow colleagues on the City Council and with City staff, contributing towards a clear vision for a community that is strong, diverse and innovative; and

WHEREAS, he has served his community with pride throughout his tenure on the City Council, and will assuredly continue to support the Avondale community as it continues to aspire, achieve and accelerate into the future.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to Charles Vierhout for his years of leadership and dedication to the City of Avondale and its residents.

PASSED AND ADOPTED by the Council of the City of Avondale, December 15, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Liquor License Acquisition of Control - Food City #93

MEETING DATE:

12/15/2014

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

Staff is recommending approval of a request from Mr. Michael J. Basha for approval of an application for Acquisition of Control of the Series 9 Liquor Store license to sell all spirituous liquors at Food City #3 located at 1450 N. Dysart Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Michael J. Basha for approval of an application for acquisition of control of the series 9 liquor license resulting from changes in their corporate structure. The required fees totaling \$1,150.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted at the location for the required period of time starting November 19, 2014 and a notice was published in the West Valley View on December 9 and 12, 2014. No comments have been received.

The Development Services, Police and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department which has determined that the Center is in good financial standing with the City. Department comments are attached.

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Michael J. Basha for approval of an application for Acquisition of Control of the Series 9 Liquor Store license to sell all spirituous liquors at Food City #83 located at 1420 N Dysart Road in Avondale.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)

[Posting Photos](#)

[Vicinity Map](#)

LIQUOR LICENSE ACQUISITION OF CONTROL

FOOD CITY #93

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35636>



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL – SERIES 09

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: MICHAEL JOSEPH BASHA

BUSINESS NAME: FOOD CITY #93

BUSINESS ADDRESS: 1450 N. DYSART

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

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



SIGNATURE


TITLE

11.18.14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **DEC 15, 2014**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **NOV. 24, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL – SERIES 09

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: MICHAEL JOSEPH BASHA

BUSINESS NAME: FOOD CITY #93

BUSINESS ADDRESS: 1450 N. DYSART

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

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jane Y. Domy
SIGNATURE
Fire Inspector
TITLE

12/4/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 24, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL – SERIES 09

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- DEVELOPMENT SERVICES

APPLICANT'S NAME: MICHAEL JOSEPH BASHA

BUSINESS NAME: FOOD CITY #93

BUSINESS ADDRESS: 1450 N. DYSART

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

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



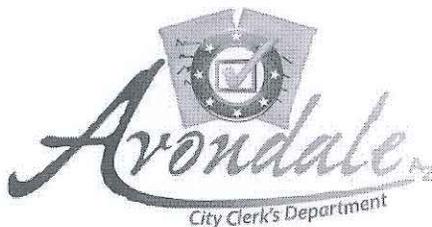
SIGNATURE
Chief Building Official

TITLE

11/18/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 24, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL – SERIES 09

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- DEVELOPMENT SERVICES

APPLICANT'S NAME: MICHAEL JOSEPH BASHA

BUSINESS NAME: FOOD CITY #93

BUSINESS ADDRESS: 1450 N. DYSART

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

DEPARTMENTAL COMMENTS:

- APPROVED
 DENIED



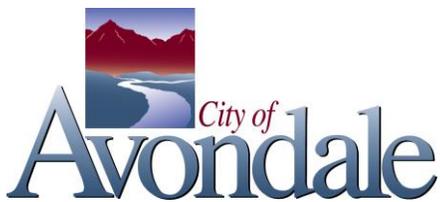
SIGNATURE
Zoning Specialist

TITLE

11/24/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 24, 2014



DEVELOPMENT SERVICES

MEMORANDUM

DATE: November 24, 2014

TO: Carmen Martinez, City Clerk

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

SUBJECT: Series 9 Liquor License – Acquisition of Control
Food City #93 – 1450 N Dysart Rd

The site is located south of the southwest corner of Van Buren St and Dysart Rd. The building is existing.

The Acquisition of Control of a liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Local Commercial. The site is currently zoned Community Commercial (C-2). A grocery store is a permitted use.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map



2014 Aerial Photograph



Food City #93



City of Goodyear

C-2

Van Buren St

C-2

C-2

R-4

C-2

Dysart Rd

Zoning Vicinity Map



Food City #93





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

ACQUISITION OF CONTROL – SERIES 09

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: MICHAEL JOSEPH BASHA

BUSINESS NAME: FOOD CITY #93

BUSINESS ADDRESS: 1450 N. DYSART

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

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

11/18/14

DATE

Tax Audit Supervisor

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 24, 2014

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES DATE POSTED: NOVEMBER 19, 2014

A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, DECEMBER 15, 2014
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)

****SERIES 09: LIQUOR STORE LICENSE ****

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

Food City #93
1450 N. Dysart
Avondale, AZ. 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT. (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

2014.11.19 11:02

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'14 SEP 17 11:49 AM 111109

800 W Washington 5th Floor
Phoenix AZ 85007-2938EP 4 Lic. Sept 18/1027
www.azliquor.gov
(602) 542-5141

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box
 Agent Change
Complete Sections 1,2,3,4,5
(See Note 1 on back)
 Acquisition of Control
Complete Sections 1,2,3,4,5,6,7,8
(See Note 1 on back)
 Restructure
Complete Sections 1,2,3,4 & changing Agent, 5,6
(See Note 1 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)
1. Name (INDIVIDUAL OR EXISTING AGENT of no agent change) OR NEW AGENT OR CORPORATE OFFICER OR LLC CONTROLLING MEMBER

First Name: BASHA Last Name: MICHAEL First Name: JOSEPH Last Name: ROBERTS
Licor License #: 09020700

2. Corporation LLC NA Partnership Sole Proprietorship
City: Avondale State: AZ County: Maricopa ZIP: 85323

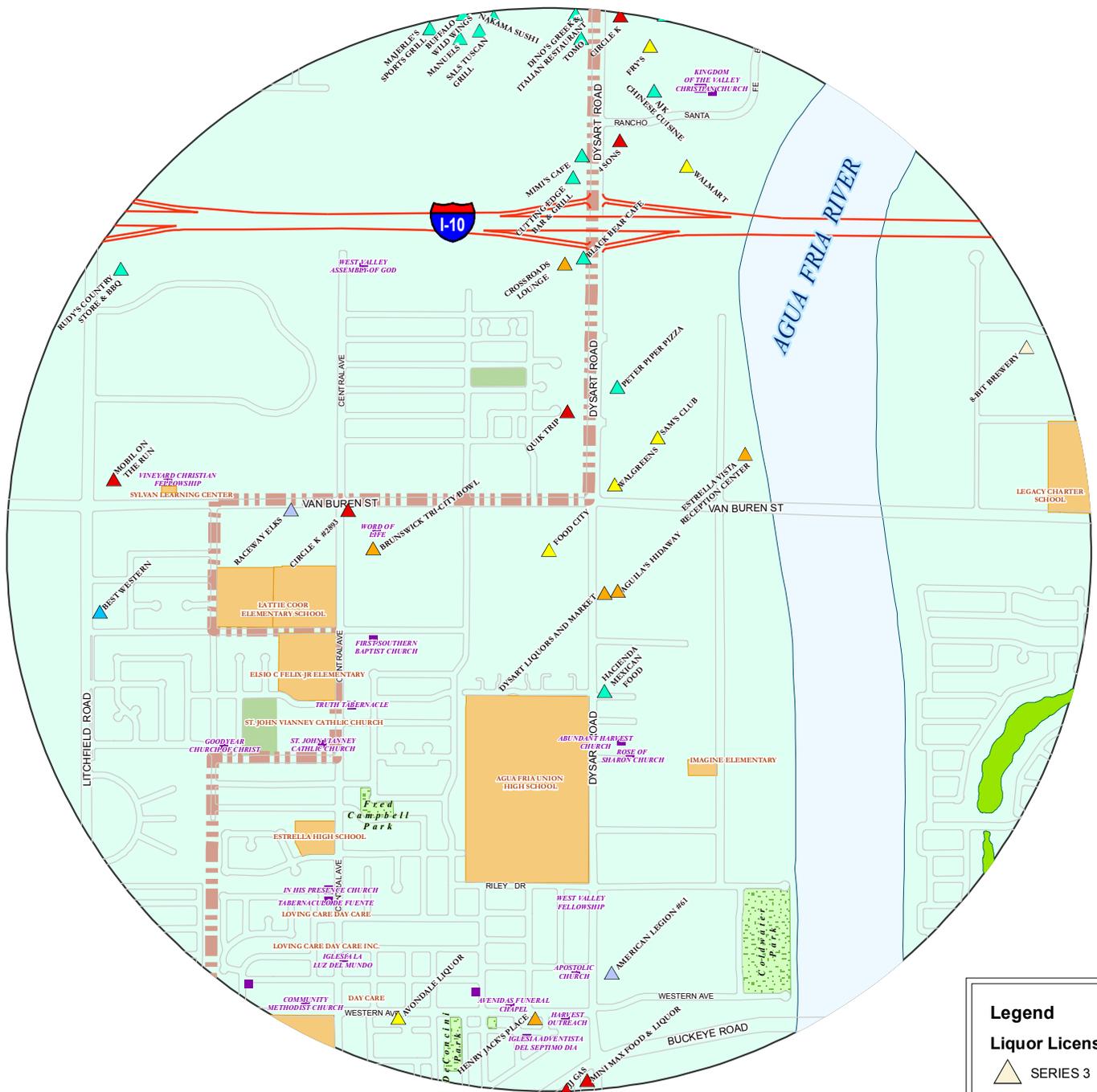
3. Business Name: Food City #93
4. Business Address: 1450 N. Dysart City: Avondale State: AZ County: Maricopa ZIP: 85323

5. Is the business located within the incorporated limits of the above city or town? Yes
6. Mailing Address: 1450 N. Dysart City: Avondale State: AZ County: Maricopa ZIP: 85323

FOOD CITY



2014.11.19 11:03

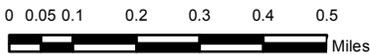


FOOD CITY #93
1450 N DYSART RD
1 Mile Buffer

Legend

Liquor License

- SERIES 3
- SERIES 5
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 9S
- SERIES 10
- SERIES 11
- SERIES 12
- SERIES 14
- SERIES 15
- SERIES 16





CITY COUNCIL AGENDA

SUBJECT:

Liquor License - Person and Location Transfer of
Series 9 Liquor Store - Walgreens #05776

MEETING DATE:

12/15/2014

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

Staff is recommending approval of an application submitted by Randy Guse for a Person and Location Transfer of a Series 9 Liquor Store License to sell all spirituous liquors at the Walgreens Store #05776 located at 1451 N Dysart Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Randy Guse for a Person Transfer of a Series 9 Liquor Store license to sell all spirituous liquors at the Walgreens Store #05776 located at 1451 N Dysar Road in Avondale. The establishment is currently licensed with a Series 6 Beer and Wine store only.

The fees in the amount of \$1,150 have been paid. As required by state law and city ordinance, the application was posted at the location for the required period of time starting November 19th. Notices were published in the West Valley View on December 9th and 12th. No comments have been received.

The Arizona Department of Liquor has accepted the submitted application as complete. The Police, Fire Development Services, and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of an application submitted by Randy Guse for a Person and Location Transfer of a Series 9 Liquor Store License to sell all spirituous liquors at the Walgreens Store #05776 located at 1451 N Dysart Road in Avondale.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)

[Posting Photos](#)

[Vicinity Map](#)

LIQUOR LICENSE SERIES 9 PERSON AND LOCATION TRANSFER

WALGREENS #05776

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35634>



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

PERSON/LOCATION TRANSFER

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: RANDY ALLEN GUSE

BUSINESS NAME: WALGREENS #05776

BUSINESS ADDRESS: 1451 N. DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Lynn Pann
SIGNATURE
Assistant Police Chief
TITLE

11-18-14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC. 15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 24, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

PERSON/LOCATION TRANSFER

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: RANDY ALLEN GUSE

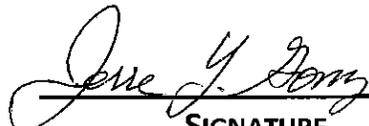
BUSINESS NAME: WALGREENS #05776

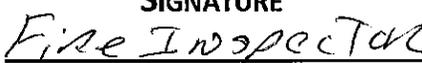
BUSINESS ADDRESS: 1451 N. DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE


TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC. 15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 24, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

PERSON/LOCATION TRANSFER

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: RANDY ALLEN GUSE

BUSINESS NAME: WALGREENS #05776

BUSINESS ADDRESS: 1451 N. DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE
Chief Building Official

TITLE

11/18/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC. 15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 24, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

PERSON/LOCATION TRANSFER

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: RANDY ALLEN GUSE

BUSINESS NAME: WALGREENS #05776

BUSINESS ADDRESS: 1451 N. DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

[Handwritten Signature]

SIGNATURE

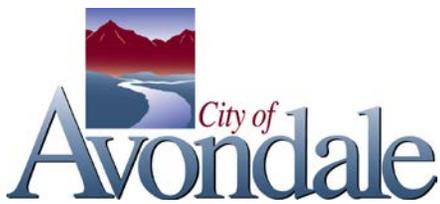
11/24/14

DATE

zoning specialist

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC. 15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 24, 2014



DEVELOPMENT SERVICES

MEMORANDUM

DATE: November 24, 2014

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Person/Location Transfer - Series 9 – Liquor Store License
Walgreens #05776 - 1451 North Dysart Road

The site is located on the northeast corner of Van Buren Street and Dysart Road. The building is an existing Walgreens.

A person/location transfer of a liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Freeway Commercial. The subject property is zoned C-2 (Community Commercial). A retail store is a permitted use in the C-2 Zoning District.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Map

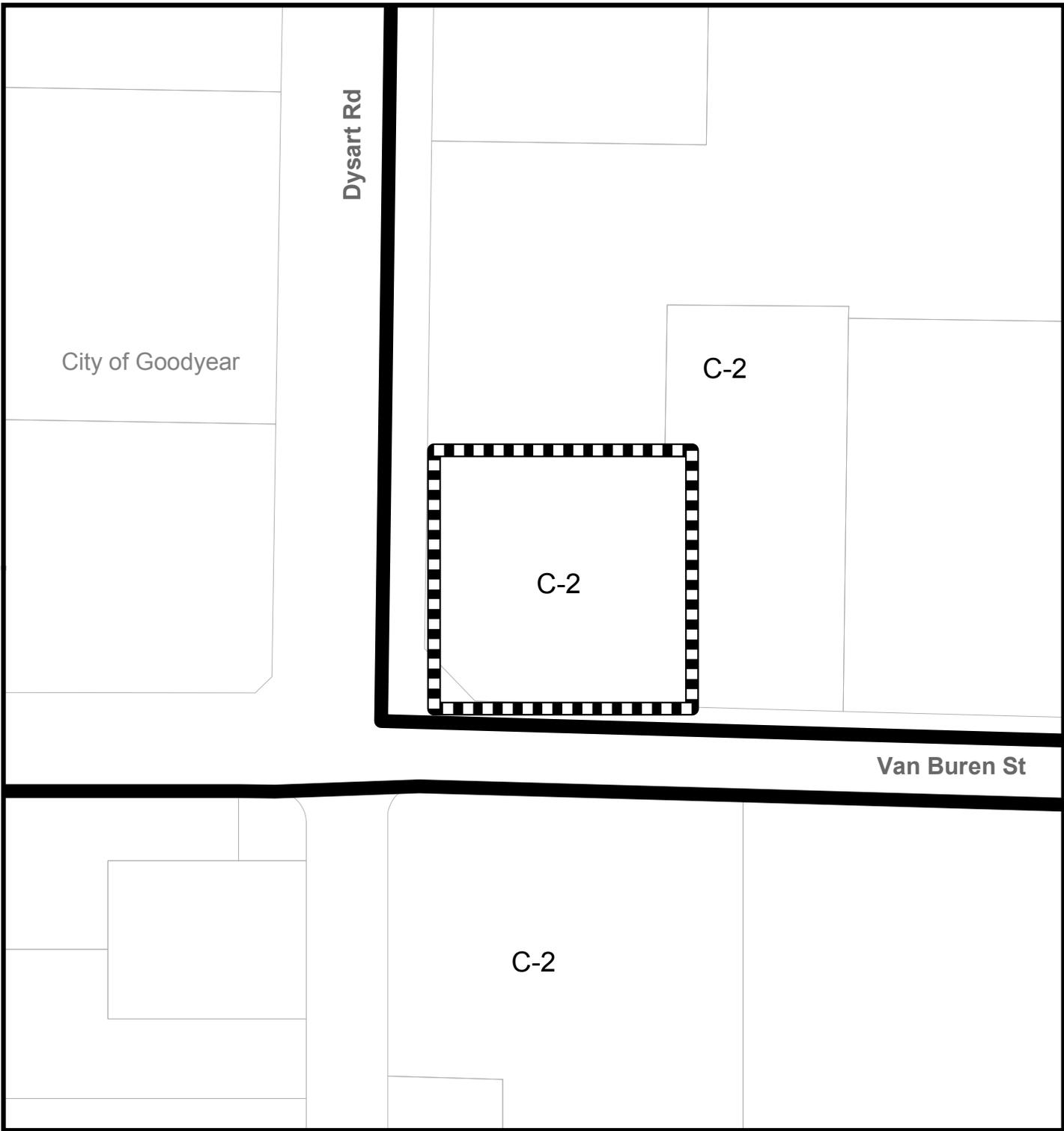


2014 Aerial Photograph

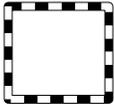


Walgreens #05776





Zoning Vicinity Map



Walgreens #05776





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

PERSON/LOCATION TRANSFER

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: RANDY ALLEN GUSE

BUSINESS NAME: WALGREENS #05776

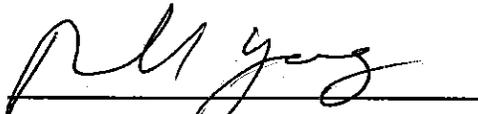
BUSINESS ADDRESS: 1451 N. DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

Tax Audit Supervisor

TITLE

12/3/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC. 15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV. 24, 2014

2014.11.19 11:22

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES DATE POSTED: NOVEMBER 19, 2014

A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, DECEMBER 15, 2014
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)

**SERIES 09: LIQUOR STORE LICENSE **

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

Walgreens # 05776
1451 N. Dysart
Avondale, AZ. 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-9141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective June 1, 1997, All Owners, Agents, Factors, Stockholders, Officers, or Members actively involved in the day to day operations of the business must attend a Department sponsored liquor law training course or provide proof of attendance within the next five years. See page 4 of the license training requirements.

SECTION 1 This application is for a:

MORE THAN ONE LICENSE
 INTEREST TRANSFER Complete Section 5
 NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
 SFPERSON TRANSFER (Only for Liquor Stores Only)
Complete Sections 2, 3, 4, 11, 12, 15, 16
 LOCATION TRANSFER (Only for Liquor Stores Only)
Complete Sections 2, 3, 4, 12, 13, 15, 16
 PROHIBITION ASSIGNMENT/RESCUE
Complete Sections 2, 3, 4, 6, 12, 16 (Not not required)
 GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of license and fees: LICENSE # 05776 Department Use Only

1. Type of License(s) Series 9 Full Liquor 2. Total fees attached 0

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 45-6882 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: <u>Walgreens #05776</u>	2. Last	3. First	4. Middle	5. Suffix
6. Corp./Partnership/L.L.C. <u>Walgreens Arizona Drug Co.</u>	(Check any that apply to Articles of Inc. or Articles of Org.)			
7. Business Name: <u>Walgreens #05776</u>	(Check any that apply to the selector of premises)			
8. Principal Street Location: <u>1451 N. Dysart Rd.</u> <u>Avondale</u> <u>MC0009</u> <u>85323</u>	(Print or Write Nearest)			
9. Business Phone: <u>623-929-0289</u> Daytime Phone: _____	E-mail: _____			
10. Is the business located within the incorporated limits of the above city or town? <u>YES</u> <u>CHYO</u>				
11. Mailing Address: _____				
12. Price paid for license only bar, beer and wine, or liquor store: Type <u>9</u> <u>2014/11/19</u> Type _____ \$ _____				

DEPARTMENT USE ONLY

1. Fee 00
2. License # 05776
3. License # 05776
4. License # 05776
5. License # 05776
6. License # 05776
7. License # 05776
8. License # 05776
9. License # 05776
10. License # 05776
11. License # 05776
12. License # 05776
13. License # 05776
14. License # 05776
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16. License # 05776
17. License # 05776
18. License # 05776
19. License # 05776
20. License # 05776

OUR PING MISE

works hard to
the price posted
floor accurately
the cash register.
discrepancy be
please bring it to
the manager's attention
so that we may
to rectify the issue
you with the

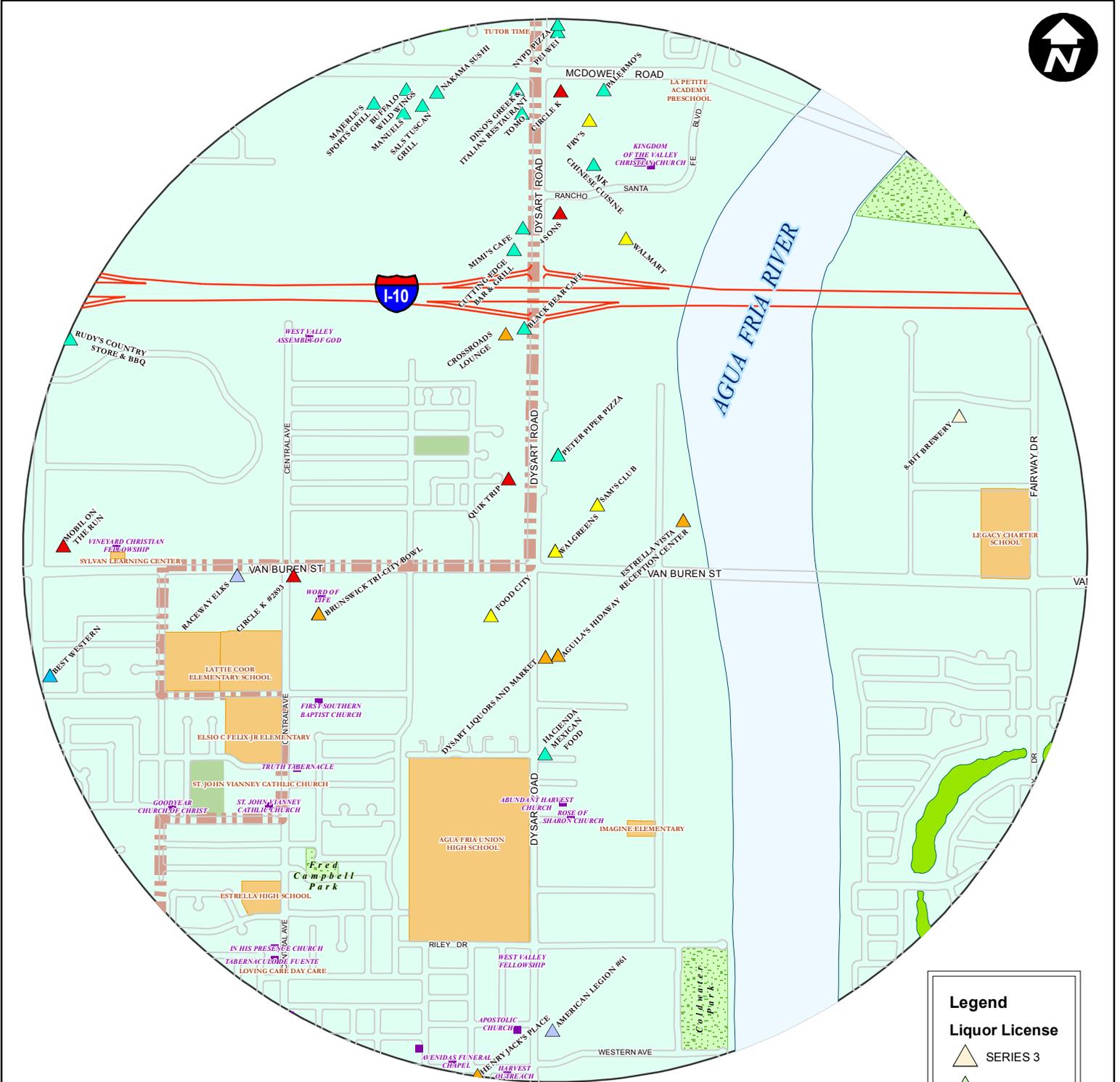
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2014.11.19 11:23

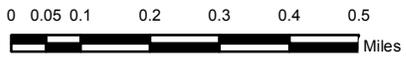
Flu Shots
Walk In anytime
Walgreens

healthcare clinic
1451

\$0
COPAYS



WALGREENS #05776
1451 N DYSART RD
1 Mile Buffer





CITY COUNCIL AGENDA

SUBJECT:

Liquor Licenses Series 12 (Restaurant) - Zeta's Grill

MEETING DATE:

12/15/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of an application for a Series 12 Restaurant License submitted by Mr. Mahdi Mohamad Amin Sadek to sell beer and wine at Zeta's Grill located at 2935 N Dysart Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Mahdi Mohamad Amin Sadek for a Series 12 Restaurant license to sell beer and wine at Zeta's Grill located at 2935 N Dysart Road in Avondale. The fees in the amount of \$1,350 have been paid.

As required by state law and city ordinance, the application was posted at the location for the required period of time starting November 19, 2014. A notice was published in the West Valley View on December 9 and 12, 2014. No comments have been received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of an application for a Series 12 Restaurant License submitted by Mr. Mahdi Mohamad Amin Sadek to sell beer and wine at Zeta's Grill located at 2935 N Dysart Road in Avondale.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)

[Posting Photos](#)

[Vicinity Map](#)

LIQUOR LICENSE – ZETAS GRILL

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35635>



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

RESTAURANT -- SERIES 12

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: MAHDI MOHAMAD AMIN SADEK

BUSINESS NAME: ZETA'S GRILL

BUSINESS ADDRESS: 2935 NORTH DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Lynn Park
SIGNATURE
Assistant Police Chief
TITLE

11.17.14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC.15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV.24, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

RESTAURANT – SERIES 12

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: MAHDI MOHAMAD AMIN SADEK

BUSINESS NAME: ZETA'S GRILL

BUSINESS ADDRESS: 2935 NORTH DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Valorie Russell

SIGNATURE

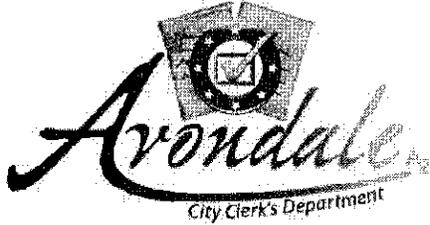
11/17/14

DATE

Fire Inspector

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC.15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV.24, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

RESTAURANT – SERIES 12

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: MAHDI MOHAMAD AMIN SADEK

BUSINESS NAME: ZETA'S GRILL

BUSINESS ADDRESS: 2935 NORTH DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



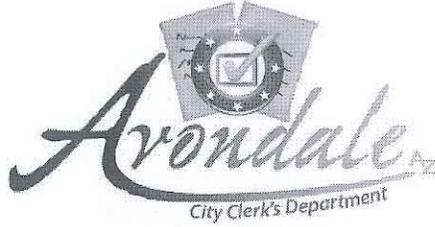
SIGNATURE
Chief Building Officer

TITLE

11/17/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC.15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV.24, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

RESTAURANT – SERIES 12

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: MAHDI MOHAMAD AMIN SADEK

BUSINESS NAME: ZETA'S GRILL

BUSINESS ADDRESS: 2935 NORTH DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

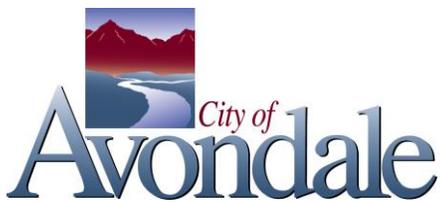
APPROVED

DENIED

[Handwritten Signature]
SIGNATURE
Zoning Specialist
TITLE

11/17/14
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC.15, 2014
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV.24, 2014



DEVELOPMENT SERVICES

MEMORANDUM

DATE: November 17, 2014

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 12 Restaurant Liquor License
Zeta's Grill
2935 N Dysart Rd

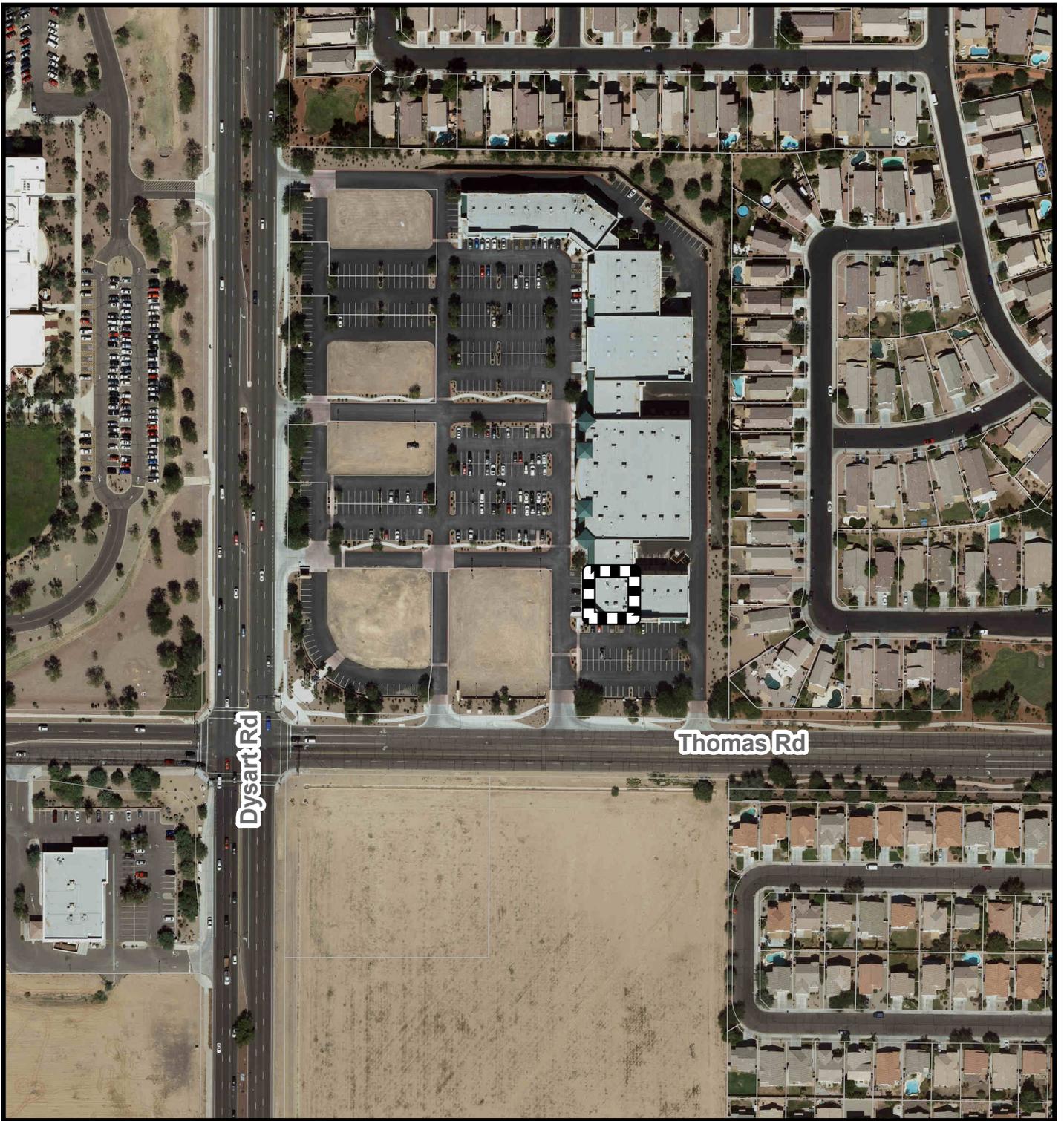
The site is located on the northeast corner of Dysart Rd and Thomas Rd. The building is existing.

A Series 12 liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Local Commercial and the current zoning is Planned Area Development (PAD). A dine-in restaurant is a permitted use.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map

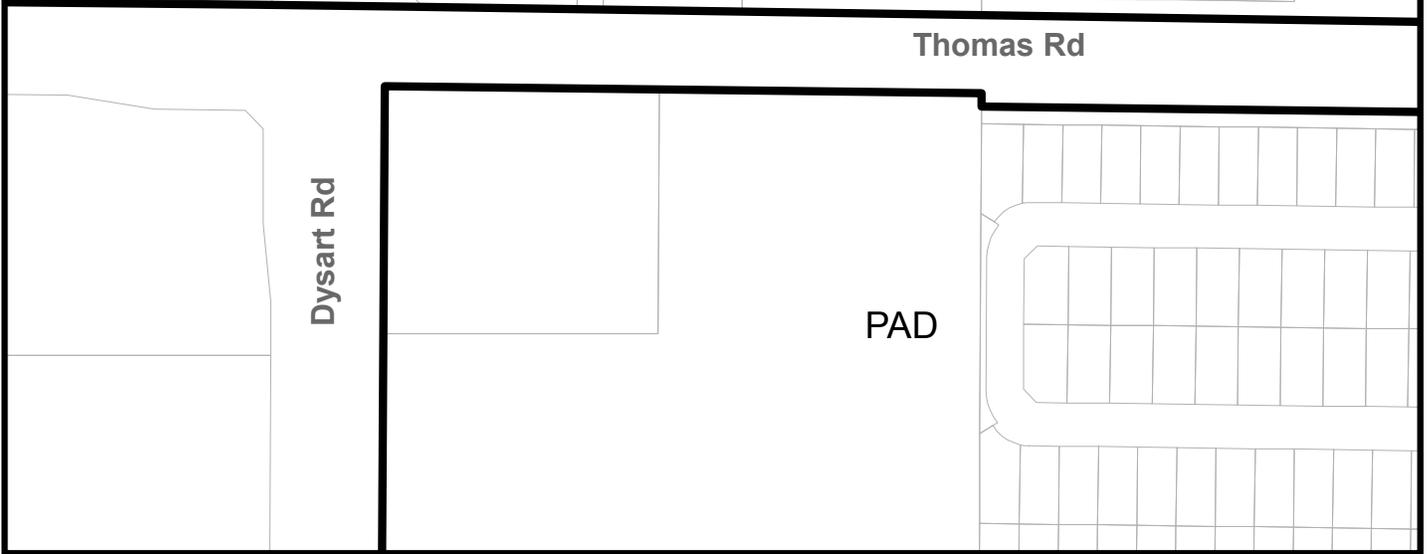
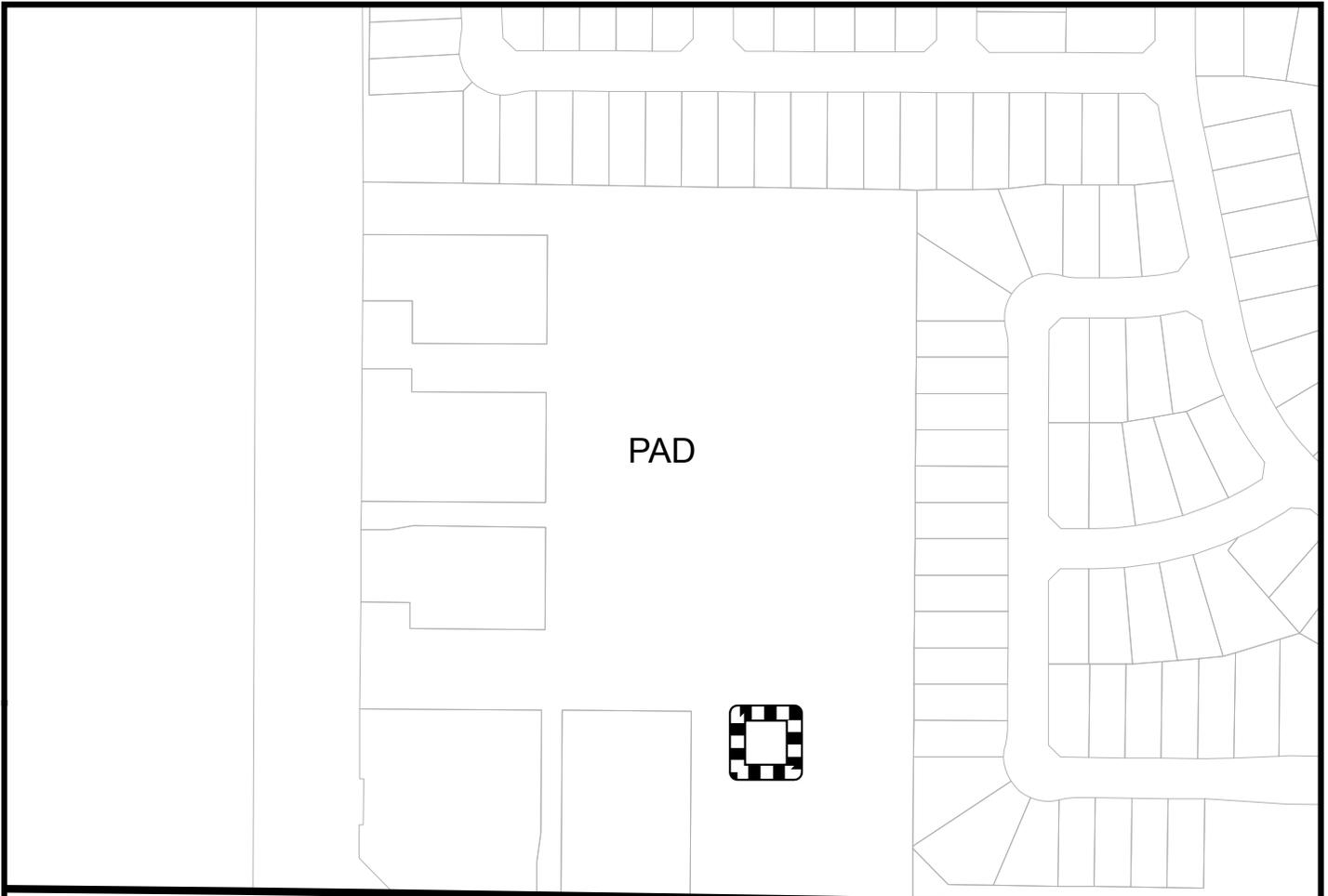


2014 Aerial Photograph



Zeta's Grill





Zoning Vicinity Map



Zeta's Grill





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

RESTAURANT – SERIES 12

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: MAHDI MOHAMAD AMIN SADEK

BUSINESS NAME: ZETA'S GRILL

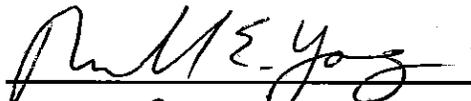
BUSINESS ADDRESS: 2935 NORTH DYSART RD.

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

APPROVED

DENIED


SIGNATURE

11/17/14
DATE

Tax Audit Supervisor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC.15, 2014

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV.24, 2014

2014.11.19 11:39

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: NOVEMBER 19, 2014

A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, DECEMBER 15, 2014
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)

SERIES 12: RESTAURANT LIQUOR LICENSE

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

Zeta's Grill
2935 N. Dysart
Avondale, AZ. 85392

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

14 OCT 31 11:41 AM '15

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-9789

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 2011, all Owners, Agents, Partners, Shareholders, Officers, or Managers actively involved in the day-to-day operations of this business must attend a Department-approved liquor law training course or provide proof of attendance within the last five years. See page 6 of the Arizona Department of Liquor Licenses and Control website for more information.

SECTION 1 This application is for a:

MORE THAN ONE LICENSE
 INTERIM PERMIT Complete Section 9
 NEW LICENSE Complete Sections 2, 4, 8, 14, 15, 16
 PERSON TRANSFER (Share & Liquor Stores ONLY) Complete Sections 2, 4, 8, 14, 15, 16
 LOCATION TRANSFER (Share and Liquor Stores ONLY) Complete Sections 2, 4, 8, 14, 15, 16
 PROHIBITION ASSIGNMENT/ DIVORCE DECREE Complete Sections 2, 4, 8, 14, 15, 16 (Not for re-issuance)
 GOVERNMENT Complete Sections 2, 4, 8, 14, 15, 16

SECTION 2 Type of ownership:

JT JV A.O.S. Complete Section 6
 INDIVIDUAL Complete Section 6
 PARTNERSHIP Complete Section 6
 CORPORATION Complete Section 7
 LIMITED LIABILITY CO. Complete Section 7
 OTHER Complete Section 6
 GOVERNMENT Complete Section 10
 TRUST Complete Section 6
 OTHER (Specify):

SECTION 3 Type of license and fees LICENSE # 12-071A0836

1. Type of License: RESTAURANT LIQUOR STORE ONLY
 2. Total fees attached: \$ 210.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
This form allowed under A.R.S. §4-602 will be charged for all subsequent checks.

SECTION 4 Applicant:

1. Owner/Agent's Name: Zeta's Grill 2935 N. DYSART AVONDALE ARIZONA 85392
(Owner or Agent ONLY to be signed for Agent)

2. Corp./Partnership, L.L.C.: ZETA'S GRILL SE CANTONMENT, LLC
(Specify as Partner or Affiliate of Inc. or Affiliate of LLC)

3. Business Name: ZETA'S GRILL BIOSPTMO
(Specify as Partner or Affiliate of partner)

4. Principal Street Location: 2935 N. DYSART AVENUE AVONDALE ARIZONA 85392
(Do not use the name)

5. Business Phone: 602 542 1149 Daytime Phone: 602 542 1149 Email: zetasgrill@gmail.com

6. Is the business located within the incorporated limits of the above city or town? AVONDALE YES NO

7. Mailing Address: 2935 N. DYSART AVENUE AVONDALE ARIZONA 85392

8. Price paid for license only bar, beer and wine, or liquor store: Type: RESTAURANT LIQUOR STORE ONLY \$ Type: \$

DEPARTMENT USE ONLY

Fees: Application \$ 100.00 Interim Permit \$ 50.00 Total of ALL FEES \$ 150.00
 Original Print \$ 10.00 TOTAL OF ALL FEES \$ 160.00

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: D.L. Date: 11/5/14 Lic # 12-071A0836

Version 3/13/14 *Disabled individuals requesting special accommodation, please call (800) 542-9789.



RESERVED
PARKING
FOR
HANDICAPPED
PERSONS
VAN
ACCESSIBLE

2014.11.19 11:38

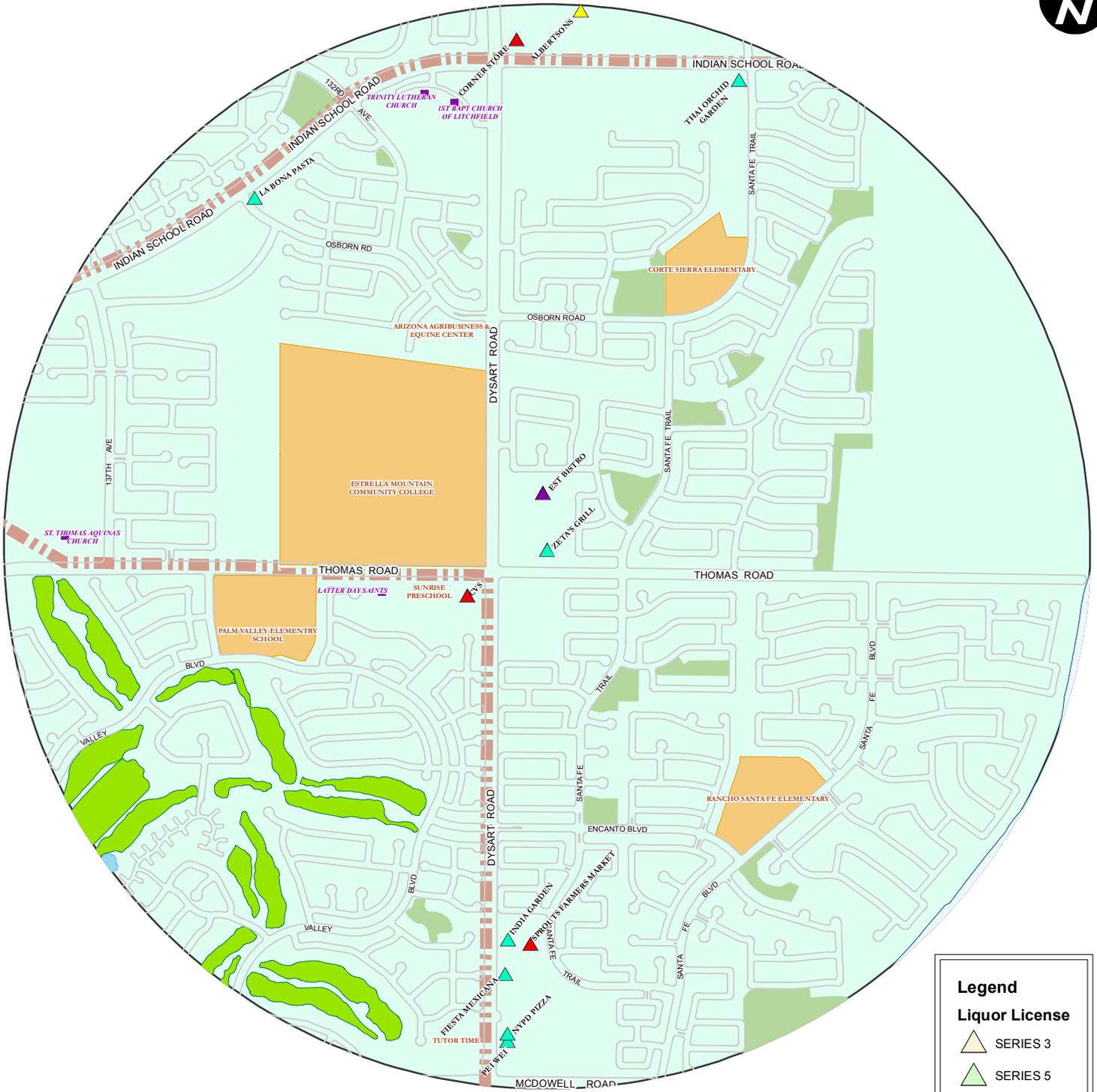
WINDOW TINTING
623.925.8100

COMING SOON
ZETA'S GRILL
Healthy Mediterranean Cuisine

106

NOW HIRING
ZETA'S GRILL

2014.11.19 11:38



- Legend**
Liquor License
- ▲ SERIES 3
 - ▲ SERIES 5
 - ▲ SERIES 6
 - ▲ SERIES 7
 - ▲ SERIES 9
 - ▲ SERIES 9S
 - ▲ SERIES 10
 - ▲ SERIES 11
 - ▲ SERIES 12
 - ▲ SERIES 14
 - ▲ SERIES 15
 - ▲ SERIES 16

ZETA'S GRILL
2935 N DYSART RD #106
1 Mile Buffer





CITY COUNCIL AGENDA

SUBJECT:

Design Services Agreement - SRP for 69KV relocation on 107th Ave.

MEETING DATE:

12/15/2014

TO: Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director 623.333.4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

On November 4, 2013 City Council approved the Municipal Aesthetics Program Funding Agreement with SRP for relocating SRP power and irrigation facilities. 107th Ave from Roosevelt to Van Buren Street was identified as a priority project in that agreement. On February 18, 2014, City Council approved Ordinance 1534-214 authorizing the acquisition of ROW for 107th Avenue, Van Buren Street and Roosevelt Street which included the easement area required for the transmission relocation. Design for relocation of the irrigation and widening of 107th Avenue roadway are underway.

BACKGROUND:

On November 4, 2013 City Council approved the Municipal Aesthetics Program Funding Agreement with SRP for relocating SRP power and irrigation facilities. 107th Ave from Roosevelt to Van Buren Street was identified as a priority project in that agreement. On February 18, 2014, City Council approved Ordinance 1534-214 authorizing the acquisition of ROW for 107th Avenue, Van Buren Street and Roosevelt Street which included the easement area required for the transmission relocation. Design for relocation of the irrigation and widening of 107th Avenue roadway are underway.

DISCUSSION:

This action is to approve an agreement for the design of approximately one half mile of 69KV power transmission line along the west side of 107th Avenue from Van Buren Street to Roosevelt Street. Seven new steel poles are planned 30 feet west and parallel with the proposed irrigation lateral being relocated about 15 feet west of the new right-of-way line. The agreement includes an estimated project cost. Upon completion of design, SRP will require payment for with final design fees and engineering costs and present a separate Municipal Construction Services Contract to complete the project.

BUDGET IMPACT:

SRP has estimated a total project cost of \$400,300 which includes design and construction. SRP aesthetics funding will pay \$137,700 of that cost towards replacing the old wood poles with modern steel poles. The balance of \$262,600 is available through CIP Street Fund Line Item No 304-1330-00-8420, 107th Avenue, Roosevelt to Van Buren Street.

RECOMMENDATION:

Staff recommends that the City Council approve a Design Services Agreement with Salt River

Project to provide engineering design services for the 107th Avenue and Van Buren 69KV Pole relocation in the amount of \$262,600.00, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

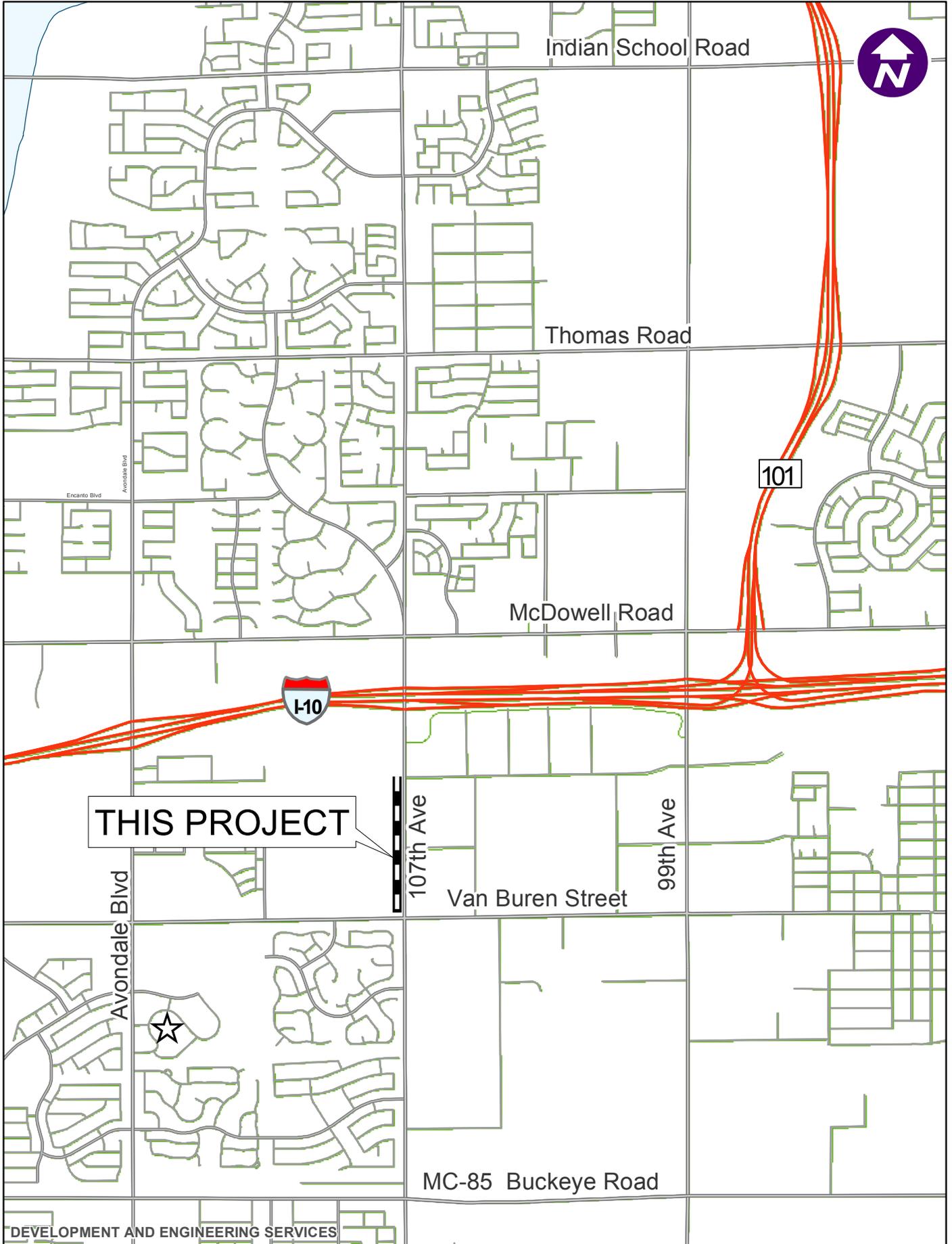
ATTACHMENTS:

Description

[Vicinity Map](#)

[Design Services Agreement](#)

VICINITY MAP



DEVELOPMENT AND ENGINEERING SERVICES

107th Avenue Improvements



MUNICIPAL PROJECT - DESIGN SERVICES AGREEMENT

Transmission Line Design
P.O. Box 52025 (M/D XCT-342)
Phoenix, AZ 85072-2025

Engineer : (602) 236-3725
Design Fax : (602) 236-8069

Date : 09/30/2014

To: Charles Andrews, P.E.
City of Avondale
11465 W Civic Center Drive Suite 120
Avondale, AZ 85323

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona, (SRP) and the City of Avondale, a municipal corporation organized, and existing under the laws of the State of Arizona (City), enter into this contract for the design of electrical facilities for the following project.

- Project Name : 107 AVE AND VAN BUREN 69KV POLE RELOCATION - Transmission Customer Requested Improvements
Location : 107 AVE AND VAN BUREN
City Project Number :

This agreement includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

City understands that SRP will not begin design and engineering services, until a signed copy of this agreement is received by SRP. Upon receipt of the signed agreement, SRP will proceed with full design services, deferring any design and engineering fees or costs until the execution of the Municipal Construction Services Contract to follow.

Upon completion of the project design, SRP shall provide the City, a final design drawing(s) and a Municipal Construction Services Contract. If the City desires SRP to proceed with construction of the project in accordance with the design drawing(s), City shall sign and return the Municipal Construction Services Contract and pay SRP the specified fees for design and construction of the project. City acknowledges and agrees that the contract amount payable under the Municipal Design & Construction Services Contract will include the design fees and costs incurred by SRP under this agreement.

If City cancels the project at any time, or fails to execute a contract with SRP for construction of the project within 120 days after SRP delivers the final design drawing(s) and the Municipal Design & Construction Services Contract for the project. City agrees to reimburse SRP for the design fees and engineering costs incurred by SRP under this agreement.

The following is an "estimate only", based on preliminary information and is subject to change as the design progresses to completion.

Table with 3 columns: SRP Job Work Order Number, Description, Cost. Rows include T1990616, Aesthetics dollars, and Total Estimated Costs for City: \$ 262,600.00

SRP shall not be required to perform inspections or begin any construction or installation work on the project until City (i) approves and returns the signed Municipal Design & Construction Services Contract to be provided upon completion of the design and engineering services, (ii) accepts the completed design drawing(s) by signing them and returning a copy to SRP, (iii) pays SRP the specified costs for design, engineering, materials and construction of the project, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the project before SRP will begin any construction or installation work under this Contract. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the project, City shall be responsible for paying additional costs of the redesign work. If City changes the project, or if there is any change to the information regarding the project provided by the City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the design and engineering services on the terms and conditions set forth in this Agreement. City may accept this offer by signing this Agreement (with no additions, deletions or modifications), and returning it to SRP. This offer shall expire if City has not signed and returned this Agreement to SRP within 90 days of the date first set forth above.

City understands and agrees to the terms and conditions of this Agreement. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

For SRP:

Print Name	Signature, SRP Transmission Line Manager	Date

For Customer :

Print Name & Title	Signature	Date

Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract except as specifically modified herein. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. City shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the City Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the City facilities may be used with SRP's facilities.
4. Before beginning construction, City shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. City, at all times, shall permit SRP to access and maintain any SRP electric facility on City property. City understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until City has provided all such easements.
5. City shall require that any construction work performed by City or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. City shall secure all required State, County, and local permits and approvals.
7. If City decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("City Work"), then all City Work shall conform to SRP's standards, and City shall permit SRP to inspect, at any time, any City Work or City-provided facility. If City decides to provide surveying, then City shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and City shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at City's expense. Any inspection by SRP shall not be deemed an approval of any City-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and City shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to City's performance of the City Work, including without limitation Claims arising out of the performance of City Work on property not owned by City or outside of the easements provided to SRP under Section 4 of this Contract.
9. City shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities.
10. City, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to City-requested changes in property lines, easement grade,

**Electrical Design and Construction
Terms and Conditions
(Continued)**

and/or errors in staking, trenching, or survey when such work is performed by City or a contractor retained by City.

11. City shall indemnify, defend, and hold harmless SRP, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by SRP, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of City, or its officials, employees, agents, contractors, or subcontractors. City's obligation under this section shall extend to defend SRP when SRP, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with City, its officials, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of SRP. City shall release SRP from any loss, damage, liability, cost, or expense incurred by City arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by Section 9.

12. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of , without regard to conflicts of law principles. SRP and City agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in , and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and City hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.

13. The title to all work performed by SRP, or performed by City at SRP's request and accepted by SRP, shall remain with SRP at all times.

14. City shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.

15. If City requires SRP to relocate any electrical facilities installed and paid for by the City pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, City shall reimburse SRP for all costs associated with moving the relocated facilities. City's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the City.



CITY COUNCIL AGENDA

SUBJECT:

Addendum to Hardware Purchase and Data Services Agreement - Zonar Systems, Inc

MEETING DATE:

12/15/2014

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

Staff is requesting that the City Council approve an addendum to the hardware purchase and data services agreement with Zonar Systems, Inc. for equipment and data services for the City's in-vehicle global positioning system (GPS) in an annual amount not to exceed \$21,000 for the initial term and \$28,000 for each of the remaining two (2) terms of the contract; and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2009 the City of Avondale entered into a subscription agreement with Zonar Systems, Inc. to provide electronic vehicle inspection reporting systems (EVIR) and global positioning systems (GPS). The agreement provides for the purchase of necessary equipment and a web-based service, which provides staff access to real-time data collected and stored by the system. A fourth amendment to the subscription agreement was approved by City Council on September 10, 2012 and expires on September 10, 2015.

The City currently has 63 active Zonar accounts - 33 with the light duty GPS-only hardware and 30 with the EVIR and GPS hardware. Most of the Zonar equipment is placed within Public Works vehicles but vehicles within the Development and Engineering Services Department also include the light-duty hardware. It is anticipated, through the life of this contract, that an additional 15 light duty and 10 EVIR hardware may be added each in years two (2) and three (3) of the contract based on budget availability within the respective departments/divisions.

DISCUSSION:

Due to technology changes within the wireless industry, it has become necessary for the City to replace all of its currently operating EVIR and GPS hardware between now and the end of 2017. The current City-owned hardware operates via Zonar on AT&T 2G technology and will be inoperable as AT&T reallocates its wireless spectrum to more advanced wireless networks (i.e. 3G, 4G and LTE). Zonar has further indicated that GPS service could be affected beginning this year in certain markets as AT&T begins its migration process.

Since approval of the last amendment in 2012, Zonar has modified its business model to more flexibly adapt to changing technologies. The proposed agreement allows for all equipment to be owned and maintained by Zonar and that the City's monthly payment will be for the lease of the equipment and data charges. This type of agreement benefits the City because there is no longer the outright ownership of technology equipment that can become inoperable within a few years.

BUDGET IMPACT:

Under the agreement, the cost of service is the following:

30 EVIR - \$11,323.38/year

33 light duty - \$9,647.77/year

Each new system added to the contract in years two (2) and three (3) will add the following to the contract amount:

EVIR - \$377.45/year

Light duty - \$292.36/year

Funding is currently available within the following line items for the replacement of current systems and is based on annual funding appropriation:

- Solid Waste/Contractual Maintenance Radios & Communication (520-6800-00-6300)
- Sanitation-Uncontained/Contractual Maintenance Radios & Communication (520-6820-00-6300)
- Recycling, Education and Enforcement/Contractual Maintenance Radios & Communication (520-6830-00-6300)
- Streets/Contractual Maintenance Radios & Communication (201-6600-00-6300)
- Engineering/Contractual Maintenance Radios & Communication (101-5900-00-6300 and 201-5900-00-6300)
- Traffic Engineering/Contractual Maintenance Radios & Communication (201-5925-00-6300)
- Building Services/Contractual Maintenance Radios & Communication (101-5410-00-6300)
- Water Distribution/Contractual Maintenance Radios & Communication (501-9100-00-6300)
- Water Administration/Contractual Maintenance Radios & Communication (501-9110-00-6300)
- Water Production/Maintenance Radios & Communication (501-9122-00-6300)
- Water Reclamation Facility (503-9230-00-6300)

RECOMMENDATION:

Staff recommends that the City Council approve an addendum to the hardware purchase and data services agreement with Zonar Systems, Inc. for equipment and data services for the City's in-vehicle global positioning system (GPS) in an annual amount not to exceed \$21,000 for the initial term and \$28,000 for each of the remaining two (2) terms of the contract; and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Agreement](#)

ADDENDUM TO HARDWARE PURCHASE AND DATA SERVICES AGREEMENT –
ZONAR SYTEMS, 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/35633>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Cooperative Purchasing Agreement - Titan Machinery, Inc

MEETING DATE:

12/15/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

City Council will consider a request to approve a First Amendment to the Cooperative Purchasing Agreement with Titan Machinery Inc. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service, and accessories. This increases the annual amount by \$15,000 per year going from \$10,000 to \$25,000 for the current (FY2014-2015) and final (FY2015-2016) terms of the contract; with the maximum aggregate amount increasing from \$50,000 to \$80,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City and Titan Machinery Inc. (formerly known as Falcon Power Inc.) entered into Contract 13314C on August 8, 2011 for the provision of fleet and equipment parts, services, and accessories. The current contract expires on July 31, 2016.

DISCUSSION:

Over the past year, the sanitation bulk and green waste division has increased the utilization of Case claw tractors in its day-to-day operations. As such, it has become necessary to increase the current contract with Titan Machinery Inc. to accommodate the increased amount of parts and supplies needed to maintain the equipment.

BUDGET IMPACT:

Parts and services provided by this Agreement are typically charged to the following budget line item and are subject to annual budget authority: Fleet Services/Parts (606-5200-00-7410) Contractual Maintenance (606-5200-00-6330).

RECOMMENDATION:

Staff recommends that the City Council approve a First Amendment to the Cooperative Purchasing Agreement with Titan Machinery Inc. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service, and accessories. This increases the annual amount by \$15,000 per year going from \$10,000 to \$25,000 for the current (FY2014-2015) and final (FY2015-2016) terms of the contract; with the maximum aggregate amount increasing from \$50,000 to \$80,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[First Amendment](#)

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TITAN MACHINERY INC.
(F/K/A FALCON POWER INC.)**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of December 15, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Titan Machinery Inc., a Delaware corporation, formerly known as Falcon Power Inc. (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, a political subdivision of the State of Arizona (the "County"), entered into Contract Serial No. 10018-C, dated January 27, 2011, and last revised on July 31, 2014, with Falcon Power Inc. ("Falcon") for Falcon to provide heavy duty truck, construction & agricultural/industrial fleet & equipment parts, service & accessories (the "County Contract").

B. The City and Falcon entered into Cooperative Purchasing Agreement No. 13314C, dated August 8, 2011, based upon the County Contract (the "Agreement"), for Falcon to provide the City with heavy duty truck, construction & agricultural/industrial fleet & equipment parts, service & accessories on an "as-required basis" (the "Parts and Services").

C. On or about November 2, 2012, Contractor acquired Falcon.

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

E. The City and the Contractor desire to enter into this First Amendment to increase the compensation to include the Additional Parts and Services.

AGREEMENT

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

1. Compensation. The City shall increase the compensation to Contractor by \$15,000.00 per renewal term, from \$10,000.00 to \$25,000.00 for the Additional Parts and Services at the rates set forth in the County Contract for the second renewal term (fiscal year 2014-2015) and the third renewal term (fiscal year 2015-2016), if any, resulting in an increase of the total compensation, from \$50,000.00 to an aggregate amount not to exceed \$80,000.00.

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

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

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

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, 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)



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Rodeo Ford, Inc.

MEETING DATE:

12/15/2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests City Council consider a request to approve a cooperative purchasing agreement with Rodeo Ford, Inc. for the provision of original equipment manufacturer (OEM) parts and repair services for vehicles in an annual amount not to exceed \$50,000; with an option to renew for up to four (4) successive one-year terms and an aggregate amount not to exceed \$250,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive bid process, the State of Arizona entered into Contract Number ADSP015-083775, dated November 14, 2014 with Rodeo Ford, Inc. The State contract permits cooperative use by other governmental agencies including the City of Avondale. The initial contract term is through November 13, 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 fleet of City vehicles; qualified vendors must be utilized to provide OEM parts and services. Rodeo Ford, Inc. is a registered vendor with the City and has satisfactorily completed work for the City in the past.

BUDGET IMPACT:

Parts and services provided by this Agreement are typically charged to the following budget line items and are subject to annual budget authority:

Fleet Services/Contractual Maintenance Vehicles (606-5200-00-6330)

Fleet Services/Parts (606-5200-00-7410)

RECOMMENDATION:

Staff recommends City Council approve a cooperative purchasing agreement with Rodeo Ford, Inc. for the provision of original equipment manufacturer (OEM) parts and repair services for vehicles in an annual amount not to exceed \$50,000; with an option to renew for up to four (4) successive one-year terms and an aggregate amount not to exceed \$250,000; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - Rodeo Ford](#)

COOPERATIVE PURCHASING AGREEMENT – RODEO FORD

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HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/35631>



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement - Alta Planning
+ Design for Wayfinding Sign Design

MEETING DATE:

12/15/2014

TO: Mayor and Council**FROM:** Tracy Stevens, Director, Development & Engineering Services Department**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

City Council will consider a request to approve a Professional Services Agreement with Alta Planning + Design to provide master planning and signage design to complete the City of Avondale Wayfinding Plan in the amount of \$49,990.

BACKGROUND:

The goal of the Wayfinding Plan and Signage Plan is to accentuate City gateway locations, and facilitate auto, bicycle, and pedestrian navigation while conveying the community's identity. City staff initiated a monumentation and wayfinding project to update the signage at entry points in Avondale and to develop a plan for wayfinding signage throughout the City. With the new City of Avondale brand in place, there is an optimal opportunity to execute a city-wide wayfinding master plan.

DISCUSSION:

The wayfinding master plan will highlight city destinations, primary circulation routes, prominent entry points, master planned communities, commercial districts, and Historic Avondale. The project team will engage public stakeholders to include Western Avenue Merchants Association, the Municipal Art Committee, and prepare the plan for City Council consideration in February. The wayfinding system will be composed of a hierarchy of elements including gateway monuments, directional signage, pole-mounted signage, and street light banners. The project schedule is anticipated to be completed in April 2015. The final deliverables include a masterplan of the prioritized locations and elements recommended as well as design intent drawings for each of the sign elements.

BUDGET IMPACT:

Funding in the amount of \$50,000 is available in the Fund Line Item #101-5400-00-6180.

RECOMMENDATION:

Staff recommends the City Council approve the Professional Services Agreement with Alta Planning + Design to provide wayfinding master planning and signage design in the amount of \$49,990.

ATTACHMENTS:

Description

[PSA - Alta Planning](#)

PSA – ALTA PLANNING + DESIGN

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/35625>



CITY COUNCIL AGENDA

SUBJECT:

Major Accounts Agreement and Addendum - ADP, LLC

MEETING DATE:

12/15/2014

TO: Mayor and Council

FROM: Pilar Aguilar, Assistant Director, Finance & Budget (623) 333-2026

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that City Council ratify the ADP amended agreement and sales order signed by the City Manager to secure contract pricing and discounts. In addition, staff is requesting approval of a transfer of contingency to cover the implementation costs of converting the City's human resource and payroll system.

BACKGROUND:

On December 1, 2014 City Council gave approval for the City Manager to sign an amended agreement and sales order for ADP human resource and payroll system services. The ADP process required an official signature to secure pricing and promotional discounts. The amendment to this agreement stated that the City Council had the option of rejecting the agreement within 30 days or at the Council meeting of December 15, 2015.

On December 8, 2014, staff presented information supporting the request to replace the City's human resource system and payroll systems. The City Council gave staff direction to proceed with the replacement of the system with ADP services.

DISCUSSION:

Staff recommends acquiring the services through cooperative purchasing arrangement. In March of 2012, The Cooperative Purchasing Network (TCPN) issued solicitation #12-27 for Managed Services Including Payroll. ADP was awarded contract for cooperative use by members of TCPN on April 26, 2012. The City of Avondale is a member of TCPN and ADP has agreed to extend the TCPN contract pricing to the City which includes a 15% discount on the current ADP service prices. The services the City will acquire at this time include:

<i>Service/Software</i>	<i>Estimated Annual Cost</i>
Enhanced Payroll Including:	\$75,790
Tax filing service	Employee/Manager self-service
Payment service	Paid time off accruals
Reports library	ADP portal
Wage garnishment processing	Access to mobile apps

New hire reporting	Employee discount program	
General ledger solution	Group term life calculation	
One delivery location	Online reports and pay statements	
Enhanced HR Including:		0
Global HR system of record	Employee development tracking	
Compliance reporting	Policy acknowledgment	
Standard Reports (assuming 10 are needed)		7,280
Enhanced Hosted Time & Attendance Including:		66,720
Multiple time collection methods	Rule based calculations	
Paid time off management	Enhanced accruals	
Request & approval workflows and template	Scheduling	
Enterprise Leave		10,008
Time Clock Annual Maintenance	Count of 20	6,500
W-2 Year-End Processing		3,642
Total		169,940
TCPN 15% Discount		(25,491)
Estimated Annual Total		144,449

The implementation costs for configuration of technology, conversion of our data and purchase of new time clocks is summarized in the following table. As presented to Council, ADP will issue a credit of one year's service fees to help offset the cost of purchasing the new clocks. Those credits will be applied in months 7 through 10 each contract year.

Implementation	
Enhanced Payroll	21,500
Enhanced Time Leave	10,000
Workforce Now Solutions (HR)	6,500
Time Clock Purchase (20)	107,800
Less 15% Clock Discount	(16,170)
Custom Changes and Reports	1,000
Total	130,630

The amended agreement and sales order are attached which summarize the costs. This contract and all payroll and time and attendance services will be managed by the Finance & Budget Department. The HR Department will manage the official employee records within the ADP HR system.

BUDGET IMPACT:

The cost of this agreement in the first year is projected to total approximately \$240,000. However, since the amounts are subject to the results of actual implementation and number of "pays" processed, staff is requesting that an additional 20% be included in the first year should the number of clocks or custom reports increase or should there be any timing issues with credits. The available

one-time funding of \$43,000 from the IT budget and \$15,000 from the HR budget will be transferred to the project account 101-5122. Staff is requesting that Council authorize the transfer of contingency in the amount of \$82,000 from 101-5300 to 101-5122 to cover the implementation costs. Ongoing funding for the services is currently available in the HR department budget and will be transferred proportionately to the appropriate accounts through the annual budget process from the following line-items.

Lawson Maintenance	101-5700-00-6325	98,450
Absence Management	101-5700-00-6310	6,000
Kronos Maintenance	101-5700-00-6325	25,500
System Consultant	101-5700-00-6325	12,550
Payroll Supplies	101-5700-00-7011	8,790
	Total	151,290

RECOMMENDATION:

Staff recommends that the Mayor and City Council ratify the amended ADP agreement and sales order, approve the acquisition through the cooperative use contract awarded by TCPN and approve the transfer and use of contingency in the amount of \$82,000.

ATTACHMENTS:

Description

[Major Accounts Agreement](#)

[Sales Order](#)

[Addendum to Major Account Agreement](#)

MAJOR ACCOUNTS AGREEMENT

This Major Accounts Agreement (“**Agreement**”) dated _____ (the “**Effective Date** ”), is by and between _____ with offices at _____

(“**Client**”) and ADP, LLC with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 (“**ADP**”) for the procurement of Services (defined in Section 1A) from ADP in accordance with this Agreement. All references herein to “**Client**” shall refer to Client and its affiliates receiving the Services and ADP Products (defined in section 1A) pursuant hereto. For purposes of this Agreement “**affiliate**” of Client shall mean any individual, corporation or partnership or any other entity or organization (a “**person**”) that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, “**control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.

1. GENERAL TERMS

A. Services. ADP shall provide payroll, tax filing, time and attendance, human resources (“**HR**”), self-service benefits administration, talent and other data processing services, including related web hosting services (the “**Services**”), equipment, computer programs, software (other than pre-packaged third-party software), and documentation (the “**ADP Products**”) all as further detailed in the description of services found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time provided, however, that any such modifications will not have a material adverse impact on any of the Services Client is receiving) and in accordance with sales order(s) between Client and ADP (the “**Sales Order(s)**”). A mandatory credit check will be performed prior to the provision of any Payment Services (as defined in Section 8.B). The ADP Products and Services are hosted in the United States and are for use in the United States only unless otherwise permitted under this Agreement or ADP otherwise consents in writing. Client acknowledges and agrees that ADP will not be deemed to be providing legal, financial, benefits, or tax advice to Client as a result of the ADP Products and Services provided herein.

B. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ADP by Client (including proof of federal, state, and local tax identification numbers). Upon receipt from ADP, whether electronically or otherwise, Client will promptly review all disbursement records and other reports prepared by ADP for validity and accuracy according to Client’s records and Client agrees that it will promptly notify ADP of any discrepancies (in any case before distributing any paychecks or relying on any such disbursement records or reports). To help prevent employee fraud, ADP recommends that Client has someone other than its designated payroll contact, promptly and thoroughly review Client’s disbursement reports to enable Client to spot and correct errors and inconsistencies.

C. Protection of Client Files. ADP maintains appropriate security measures to protect the personal information of Client’s employees and payees consistent with applicable state and federal laws including the Massachusetts Standards for The Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00). Additionally, ADP will employ commercially reasonable storage (including backup, archive and redundant data storage, on-site and off-site) and reasonable precautions to prevent loss of or alteration to Client’s data files and/or Client Content (defined in Section 1H) in ADP’s possession, but ADP does not undertake to guarantee against any such loss or alteration. ADP is not, and will not be, Client’s official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents containing the information delivered to ADP (including printouts or electronic copies of Client Content input into any ADP Internet Services (defined in Section 1H)).

D. Use of ADP Products and Services. ADP Products and Services include confidential and proprietary information. Client shall use the ADP Products and Services only for its internal business purposes. Client shall not provide, directly or indirectly, any of the ADP Products or Services or any portion thereof to any other party. Client shall not provide service bureau or other data processing services that make use of the ADP Products or Services or any part thereof without the express written consent of ADP. Client represents that it has verified the identity of each of its employees to whom it will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). Client shall be responsible for ensuring that its employees, plan participants and any other persons authorized by Client to access or use the Services comply with all the terms of this Agreement.

E. Compliance with Laws. Client shall not use or access the ADP Products and Services in any way that violates any applicable international, federal, state or local laws and/or regulations. Client acknowledges that the ADP Products and Services are designed to assist Client in complying with applicable U.S. laws and U.S. governmental regulations, but that Client, and not ADP, shall be solely responsible for (i) compliance with all laws and governmental regulations affecting its business, and (ii) any use Client may make of the ADP Products and/or Services (including any reports and worksheets produced in connection therewith) to assist it in complying with such laws and governmental regulations. Further, Client is responsible for complying with all applicable data protection laws and represents that it has obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP. Client will not rely solely on its use of the ADP Products and/or Services in complying with any laws and governmental regulations (including but not limited to any applicable Office of Foreign Assets Control (“**OFAC**”) screening requirement). ADP will be responsible for complying with all applicable laws or governmental regulations affecting its business generally. Each party will be responsible for complying with all requirements of applicable law or regulation regarding security breaches and suspected security breaches involving personal information stored on the computer systems of such party or its subcontractors. Payment Services are subject to the operating rules of the National Automated Clearing House Association (“**NACHA**”). ADP and Client each agree to comply with the NACHA rules applicable to it with respect to Payment Services.

F. License Rights. The right to use the ADP Products is granted to Client for the sole purpose of utilizing the Services as provided herein. Any license or right to access the ADP Products shall automatically terminate upon ADP ceasing to provide Client with related Services; provided, however, that Client shall be entitled to retain any time collection equipment that has been purchased and paid for in full by Client.

G. Online Access. Certain ADP Products or Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a “Site”). In addition, Client acknowledges that security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client’s access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by ADP. In order to protect Client’s data, ADP may suspend Client’s, Client’s employees’, or plan participants’ use of the ADP Products or Services via the Internet immediately, without prior notice, pending an investigation, if any breach of security is suspected.

H. Client Content. “Client Content” shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) all Client information stored on ADP cloud storage service, as well as (iii) Client’s trademarks, trade names, service marks, logos and designs provided by Client, (the “Authorized Marks”); which ADP includes, either directly as part of its setup services or through Client or any of its employees or plan participants, in any web-based ADP Product, including ADP Workforce Now® (collectively “ADP Internet Services”). Client shall be solely responsible for obtaining all required rights and licenses to use and display the Client Content and for updating and maintaining the completeness and accuracy of all Client Content. Client grants ADP a right to use the Client Content for the sole purpose of performing the Services for Client. Notwithstanding, ADP may use the Client’s and its employees’ and participants’ information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. In the event that ADP makes available branding of any materials, cards and/or websites associated with the ADP Products or Services and Client requests such branding, Client grants ADP, the card issuers and any third-party service providers designated by ADP the right to display Authorized Marks, subject to Client’s right to review and approve the copy prior to the use of such Authorized Marks. This authorization shall cover the term of this Agreement and, if Client is receiving ALINE Card services, any period of ongoing use of the cards by employees after termination of this Agreement.

I. ADP Content. ADP Workforce Now is ADP’s web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance. Client understands that ADP may include informational content, forms and tools, as well as banner advertisements for ADP and/or third-party products and services, on the client self-administration portion of ADP Workforce Now as well as the employee self-service portion of ADP Workforce Now. Client may choose to suppress banner advertisements through such client self-administration portion, that ADP has posted to ADP Workforce Now, which represent offers or promotions from ADP or ADP partners. The availability and use of such content, forms and tools and banner advertisements shall be subject to the online terms (the “Online Terms”). Client’s business dealings with any third-party advertiser found on ADP Workforce Now are solely between Client and such advertiser and ADP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on ADP Workforce Now. ADP shall have no liability to Client for any third-party software that may be accessed by Client via the ADP Internet Services.

J. Self-Service. Client acknowledges that certain of the Services allow Client’s employees or participants to input information into the self-service portions of the Services. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client’s employees or participants to ADP using any self-service portion of the Services. ADP shall be entitled to rely upon such information in the performance of the Services under the Agreement as if such information was provided to ADP by the Client directly. While the Services’ self-service features permit employees or participants to elect to receive pay statements and tax forms electronically, it remains the responsibility of Client to ensure that employees or participants receive pay statements and tax forms as required by law.

K. No Transfer, Modification, etc. Client shall not assign, loan, sublicense, alter, modify, adapt (or cause to be altered, modified or adapted), reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, all or any portion of the ADP Internet Services or any access or use thereof. Client will not write or modify interfaces or reports to any ADP Internet Service except as expressly authorized by ADP. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM ADP WORKFORCE NOW.

L. Password Protection. Client agrees to maintain the privacy of usernames and passwords associated with ADP Internet Services. Client is fully responsible for all activities that occur under Client’s password or Internet account. Client agrees to (i) immediately notify ADP of any unauthorized use of Client’s password or Internet account or any other breach of security, and (ii) ensure that Client exits from Client’s Internet account at the end of each session. ADP shall not be liable for any damages incurred by Client or any third party arising from Client’s failure to comply with this section.

M. Links to Third-Party Sites. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.

N. Transmission of Data. In the event that Client elects to use an application programming interface (“API”) to provide, or requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations. Additionally, ADP shall not be responsible for any services or data provided by any such third party.

2. FEES, PAYMENTS, AND TAXES

A. Fees. Client shall pay ADP for the ADP Products and Services at the rates specified in the Sales Order (assuming no changes in requirements, specifications, volumes or quantities) for the first six (6) months after the Effective Date, or if there is a Price Agreement, for the term set forth therein (the “Initial Period”). Client shall pay ADP for the ADP Products and Services added by Client after the Effective Date at ADP’s then prevailing prices for such ADP Products and Services. Subject to any Price Agreement, ADP may increase prices for the ADP Products and Services at any time after the Initial Period upon at least thirty (30) days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items.

B. Billing. Payroll Processing services and any other ADP Products and/or Services bundled in to the pricing for the Payroll Processing Services are billed immediately following Client's first payroll processing. If Client is obtaining ezLaborManager® or ADP Workforce Now Essential Time and Attendance, HR, Benefits and/or Talent Management and the pricing for such ADP Products and Services is not bundled with Client's pricing for Payroll Processing services, if any, billing for such ADP Products and Services will begin on the earlier of (i) the date that ADP Products and Services are available for use by Client in a production environment OR (ii) ninety (90) days from the Effective Date. Client will pay all invoices in full within thirty (30) days of the invoice date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client.

C. Taxes. Client shall be responsible for payment of all taxes (excluding those on ADP's net income) relating to the provision of ADP Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to ADP to evidence Client's tax exemption status is provided by Client to ADP prior to the delivery of Services.

D. Important Tax Information (IRS Disclosure). Notwithstanding Client's engagement of ADP to provide ADP Tax Services, Client is responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. Client may contact appropriate state offices directly for details.

3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS IS PROVIDED "AS IS" AND ADP AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.

4. INTELLECTUAL PROPERTY

A. Ownership and Proprietary Rights. All ADP Products licensed to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADP Products. Client receives no rights to any ADP Products or any intellectual property of ADP or its licensors, except as expressly stated herein.

B. ADP Indemnity. Subject to the remainder of this Section 4B, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the ADP Products as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: Client shall take all reasonable steps to mitigate any potential damages which may result; Client shall promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action; and Client assists as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing ADP Product or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other products, processes or materials not supplied or directed by ADP (where the alleged infringements relates to such combination).

5. NONDISCLOSURE

All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, (c) relating to a specific employee, to the extent such employee has consented to its release, and (d) in order to provide the Services under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature, including pricing and pricing related information and all personally identifiable payroll and employee-level data, provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. The obligations of ADP set forth in this Section 5 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

6. LIMITATION OF LIABILITY

A. Willful Acts, Errors and Omissions. ADP shall reimburse Client for actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees. ADP shall correct any Client report, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to Client. Additionally, if as a result of an error or

omission made by ADP in performing Tax Filing Services (defined in Section 8A) hereunder, an applicable taxing authority imposes a penalty on or assesses interest against Client, ADP will (i) pay all penalties resulting from ADP's error or omission, (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by ADP. The preceding sentence will only apply if (x) Client permits ADP to act on Client's behalf in any communications and/or negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP. Notwithstanding the foregoing, Client will be responsible for all taxes, penalties, and interest charges not resulting from ADP's error or omission.

B. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to sections 4B and 6A above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for three (3) months for the affected ADP Products or Services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.

C. No Consequential Damages. NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT

A. Termination/Suspension. Subject to the terms of any Price Agreement, entered into by ADP and Client, ADP may upon at least ninety (90) days prior written notice or Client may upon at least thirty (30) days prior written notice, terminate this Agreement or any Service(s) provided hereunder without cause. Either party may also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event Client, its employee(s) or any other third party (i) includes in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability or (ii) wrongfully uses or accesses the ADP Products or any other systems of ADP used in the performance of its obligations under this Agreement. Additionally, Payment Services (defined in Section 8B) may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from Client as required by Section 8B; (ii) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf for any reason; (iii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account; (iv) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services; (v) Client has any material adverse change in its financial condition; or (vi) with respect to the ADP Wage Payments Card Services, the Issuing Bank cancels the Cards issued on behalf of Client. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. As such, ADP shall not be required to provide such Payment Services if ADP reasonably determines that Client presents an undue credit risk to ADP or in the event of any other termination right. If Payment Services are not terminated despite the occurrence of any of the events described above, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by Payment Services and/or ADP's fees and charges for Payment Services to ADP (x) by bank or certified check, (y) by wire transfer of immediately available funds, and/or (z) in advance of the then current schedule, as a condition to receiving further Payment Services.

B. Post-Termination. If use of any ADP Products or Services is or may be terminated by ADP pursuant to Section 7A, ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) deems appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party). If any ADP Products or Services are terminated by either party hereto, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services (including, for Tax Filing Services, all related penalties and interest) then or thereafter due; (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP to Client relating to the ADP Products or Services.

8. PAYROLL PROCESSING

The terms of this Section 8 shall apply only to the extent Client is receiving Payroll Processing products and services hereunder.

A. Payroll Processing and Tax Filing. ADP will process payroll for Client's employees and payees, deliver pay checks and related reports to Client, process direct deposits to those employees electing such service, remit payroll taxes on Client's behalf to those federal, state, and most local taxing jurisdictions designated by Client (not including the filing or depositing of excise, sales, use, corporate, or similar taxes), and file related tax returns (such remitting of payroll taxes and filing of related tax returns, the "Tax Filing Services"). For an additional fee, ADP will also process calendar year-end Forms W-2 for Client's employees and Forms 1099-MISC for payments to individuals that provide services to Client as independent contractors. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees.

B. Funding. If Client is receiving Payment Services (defined herein), Client shall have sufficient funds in Client's account within the deadline established by ADP to satisfy Client's third-party payment obligations in their entirety. "Payment Services" means any Services that require ADP, as part of such Services, to impound funds from Client's bank account to pay Client's third-party payment obligations (e.g., Tax Filing Services, Wage Garnishment Processing Services, ALINE Card, Full Service Direct Deposit Services and/or ADPCheck™

Services). ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.

C. Debits. Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit returned to ADP because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law, if less). Also, if any debit to an employee's or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to cooperate with ADP and pay the amount of such debit upon demand and interest thereon at the rate set forth in this Section 8C. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

D. Full Service Direct Deposit (FSDD). Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

E. ADPCheck™. Client shall not distribute any ADPChecks to payees prior to the check date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early cashing fee against Client. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in such form required by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable payee is rightfully entitled. Client agrees to indemnify, defend, and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.

9. TIME AND ATTENDANCE

The terms of this Section 9 shall apply only to the extent Client is receiving time and attendance products and services (including EZLABORMANAGER®, ENTERPRISE eTIME®, AND ETIME®) hereunder.

A. Time and Attendance Products. ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Timeclock Equipment"), time and attendance module or application, and related services (collectively, the "Time Products") described in the Sales Order. For the hosted Enterprise eTIME product only, additional license terms are available at www.adp.com/tlmlicenseterms.

B. Installation. Client shall provide and install all power, wiring and cabling required for the installation of any Timeclock Equipment. Client shall also pay an installation and setup fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.

C. Use of Timeclock Equipment and Right to Inspect. Client shall not make any alterations or attach any device not provided by ADP to the Timeclock Equipment, nor shall Client remove the Timeclock Equipment from the place of original installation without ADP's prior consent. Upon reasonable written notice to Client, ADP shall have the right to enter Client's premises to inspect the Timeclock Equipment during normal business hours. Title to the Timeclock Equipment shall at all times remain in ADP unless Client has chosen the purchase option and has paid ADP in full the purchase price. Except if so purchased and paid for by Client, the Timeclock Equipment is and at all times shall remain, a separate item of personal property notwithstanding its attachment to other Timeclock Equipment or real property.

D. Return of Time clock Equipme nt. Upon termination or cancellation of this Agreement, Client shall, at its expense, return the Timeclock Equipment to ADP in accordance with ADP's instructions. The Timeclock Equipment shall be returned in as good condition as received by Client, normal wear and tear excepted. In the event the Timeclock Equipment is not returned within ninety (90) days, Client agrees to purchase it at the prevailing manufacturer's suggested retail price. If timely payment for the Timeclock Equipment is not made by Client, ADP shall have the right to take immediate possession of such equipment. The terms of this Section 9D shall not apply if prior to the time of such termination or cancellation Client already purchased and paid for the Timeclock Equipment in full.

E. Warranty. ADP warrants to Client that the Timeclock Equipment shall be free from defects in material and workmanship at the date such Timeclock Equipment is shipped and for ninety (90) days thereafter. ADP's sole obligation in case of any breach of any warranty contained herein shall be to repair or replace, at ADP's option, any defective items. The foregoing is the extent of ADP's liability with respect to all claims related to Timeclock Equipment, including without limitation, contract and negligence claims and shall constitute Client's sole remedy.

F. Maintenance Fees. Maintenance services for the Timeclock Equipment (set forth below in Section 9G) apply automatically to Timeclock Equipment obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

G. Maintenance Services. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Timeclock Equipment has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement and any online or shrink-wrap terms or license, or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Timeclock Equipment at issue and determines that it results from

defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following shall not be included in the foregoing maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.

H. Upgrades. In order to keep the Time Products current, ADP may from time to time perform maintenance fixes and other upgrades to the Time Products Client is then receiving. ADP will perform these upgrades on Client's behalf for all hosted products. For non-hosted products, Client will be required to install the upgrade provided by ADP in accordance with the written notice provided to Client.

10. HR AND BENEFITS

The terms of this Section 10 shall apply only to the extent Client is receiving HR and/or Benefits products and services hereunder.

A. Initial Setup Services. Client shall promptly deliver to ADP the Client Content required by ADP to perform initial setup services. Such information and materials shall be in an electronic file format acceptable to ADP.

B. Additional Configuration. After completion of initial setup services, any subsequent changes Client requests to the configuration of the Client Content in the HR and/or Benefits module will be charged at ADP's then current benefits maintenance fees.

C. Client Review. Upon completion of any setup services or services referenced in Section 10A above, Client shall review the Client Content included in the HR and/or Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in such module by ADP.

D. HIPAA Business Associate Amendment. Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), if services under the Benefits module are subject to HIPAA then such services are subject to additional terms and conditions located at <http://www.adp.com/BAA> which are incorporated herein and may be modified from time to time and as required by law.

E. ADP Carrier Connection®. If Client is receiving the Benefits products and services and elects the ADP Carrier Connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the Carrier Connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections 10A and 10B above will apply to setup for the Carrier Connection service. ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the Carrier Connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

F. Use of Services. The ADP HR and Benefits products and services are hosted in the United States and are for use in the United States only except that the HR module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time). Clients may also utilize the HR module for storage of employee data for its employees located outside of the United States, however Client shall determine whether such storage is permitted by any applicable data privacy or other laws pursuant to Section 1.E. preceding.

11. TALENT MANAGEMENT

The terms of this Section 11 shall apply only to the extent Client is receiving Talent, Recruitment, and/or Compensation Management products and services hereunder.

A. Use of Services. The ADP Workforce Now Talent Management solution includes Talent, Recruitment and Compensation Management products and services. Client represents and warrants that it will use ADP WorkforceNow Talent, Recruitment, and/or Compensation Management products and services for its own hiring and/or HR management purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services, or with any compensation decisions in connection with the compensation management services. The ADP Talent Management solution is hosted in the United States and is for use in the United States only except that the Talent module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).

B. Customized Content. Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through ADP WorkforceNow Talent and/or Recruitment, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by ADP WorkforceNow Talent, Recruitment, and/or Compensation Management may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own legal counsel prior to utilizing the services.

C. Sensitive Data. If Client implements the Talent, Recruitment and/or Compensation Management products and services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

12. SUI MANAGEMENT

The terms of this Section 12 shall apply only to the extent Client is receiving state unemployment insurance management services hereunder.

A. SUI Management Services. ADP will provide the State Unemployment Insurance management services described further at www.productdescription.majoraccounts.adp.com (collectively, the “SUI Management Services”) to Client in accordance with the terms of this Agreement. Subject to Section 13, Client’s compliance with its obligations in Sections 12B and 12C, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP’s reasonable control, ADP will deliver the SUI Management Services within the time periods established by the relevant unemployment compensation agencies. .

B. Provision of Information; Contesting Claims. Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the UCM Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants’ names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.

C. Transfer of Data. Client may transfer the information described in Section 12B to ADP via: (i) on-line connection between ADP and Client’s computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

D. Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 7B, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client’s data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

13. MISCELLANEOUS

A. Inducement; Entire Agreement; Modification. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client.

B. Third-Party Beneficiaries. With respect to the ADP Products and Services, ADP suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under Sections 3 and 6 of this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third-party beneficiaries with respect to Sections 3 and 6 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. ADP has no obligation to any third party (including Client’s employees and/or any taxing authority) by virtue of this Agreement.

C. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party’s reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

D. Non-Hire. During the term of this Agreement and for the twelve (12) months thereafter, neither Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

E. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

F. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

G. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.

H. Relationship of the Parties . The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

I. Governing Law . This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

J. Limitation of Claims. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Client more than two (2) years after Client becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the cause of action.

K. Regulatory Notice. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

L. Use of Agents. ADP may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.

M. Conflicts Clause. In the event of a conflict between the terms of this Agreement and any additional terms, the terms of this Agreement shall control, unless an Addendum to this Agreement is executed simultaneously herewith or subsequently hereto, in which case the terms of such Addendum shall control.

N. Counterparts. This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

O. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. However, ADP may assign its rights and obligations under this Agreement to a commonly controlled affiliate of ADP without the prior written notice or consent of Client in order for such affiliate to perform any or all of the Services, provided that ADP will remain responsible for the performance of such Services.

P. Notices. All notices, including any notices of termination in accordance with Section 7 herein, shall be in writing and shall be delivered or sent by recognized courier or registered or certified mail, return receipt requested, to Client at the address indicated on the face hereof and to ADP, General Counsel – Major Accounts, One ADP Boulevard, Roseland, NJ 07068, or to such other addresses as the parties shall specify by notice given pursuant hereto.

IN WITNESS WHEREOF, this Agreement is hereby executed by an authorized representative of each party hereto and shall be effective on the Effective Date set forth above.

ADP, LLC

CLIENT

ADP Sales
Associate _____

Client
Signature _____

Name _____
(type or print)

Name _____
(type or print)

Title _____ **Date** _____

Title _____ **Date** _____

SALES ORDER

City Of Avondale
 11465 W Civic Center Drive Ste 250
 Avondale, AZ 85323
 United States

Today's Date: 11/17/2014
 Quote Number: 2014-329173.6

Control Start Date:

Executive Contact
Loretta Browning
Procurement Officer
lbrowning@avondale.org
623-333-2000

ADP Sales Associate
Bryan Ruane
bryan.ruane@adp.com
(480) 940-6835

Number of Employees for Payroll processing : 556 on control: City Of Avondale

Processing Fees	Count	Min	Base	Rate	Bi-Weekly Fee	Annual Totals
Workforce Now Solutions* - 15.0%	556		\$135.00	\$5.00	\$2,915.00	\$75,790.00
Enhanced Payroll						
Tax Filing Service					Employee and Manager Self Service	
Payment Service					Paid Time Off Accruals	
Reports Library and Custom Report Writer					ADP Portal with Customized Content	
Wage Garnishment Processing					Access to Mobile Apps	
New Hire Reporting					Employee Discount Program	
General Ledger Solution					Group Term Life Auto Calculation	
One Delivery Location					Online Reports and Pay Statements	
Enhanced HR						
Compliance Reporting					HR Compliance Library	
Policy Acknowledgement					Global HR System of Record:	
Employee Development Tracking					- Multiple Language & Currencies	
Custom Fields					- Country Specific Workflows & Processes	
Organization Charting					- Country Specific Custom Fields & Formatting	
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00
Standard Management Reports* - 15.0%	1		\$28.00		\$28.00	\$728.00

Billing: Payroll Processing Services, HR and any module bundled into the single per employee per processing fee for Payroll is billed immediately following the client's first payroll processing.

*Discount <\$479.25> <\$12,460.50>

Sub Total	\$2,715.75	\$70,609.50
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Monthly Fees	Count	Min	Base	Rate	Monthly Fee	Annual Totals
Workforce Now Enhanced Hosted Time & Attendance * - 15.0%	556	\$2,000.00		\$10.00	\$5,560.00	\$66,720.00
Enhanced Hosted Time						
Multiple Time Collection Methods					Rule Based Calculations	
PTO Management & Reporting					Enhanced Accruals	

Request & Approval Workflows	Time Off Request Template
Scheduling	Access to Mobile Apps
ADP Portal with Customized Content	

Enterprise Leave * - 15.0%	556	\$300.00	\$1.50	\$834.00	\$10,008.00
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Billing for Enhanced Time will begin on the earlier of (i) the date that Enhanced Time is available for use by the client in a production environment OR (ii) twenty (20) weeks from the effective date of this Sales Order.

*Discount				<\$959.10>	<\$11,509.20>
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Sub Total				\$5,434.90	\$65,218.80
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Invoice Details			Unit Fees		
Additional Jurisdiction (if applicable)	2+		\$8.95 per month		

Annual Fees	Count	Min	Base	Rate	Annual Totals
Timeclock Annual Maintenance * - 15.0%	20			\$325.00	\$5,525.00
Year-end W2s * - 15.0%	556			\$6.55	\$3,095.53

Sub Total					\$8,620.53
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Hardware and Other Fees	Count	Base	Rate	Total
InTouch Barcode Purchase * - 15.0%	20		\$3,595.00	\$71,900.00
InTouch Quick Punch Purchase * - 15.0%	20		\$1,795.00	\$35,900.00

*Discount					<\$16,170.00>
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Sub Total					\$91,630.00
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Implementation Fees	Count	One Time Fee
Implementation for Workforce Now Enhanced Hosted Time & Attendance	1	\$21,500.00
Implementation for Enterprise Leave	1	\$10,000.00
Implementation for Workforce Now Solutions	1	\$6,500.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00
Standard Management Reports - Implementation	1	\$100.00

Sub Total					\$39,000.00
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Promotion:
 1 Year Free of Service spread over 3 years: applies to months 7-10 each year from start date

Summary

Annual Total of Per Processing Fees	\$70,609.50
Total Hardware and Other Fees	\$91,630.00
Total Annual Fees (Total of all annual fees)	\$8,620.53
Annual Total of Monthly Fees	\$65,218.80
Total One-Time Fees (Total of all one-time fees)	\$130,630.00

Control Summary

Control Name	Company Code	Pays
Control 1	City Of Avondale	556

Client agrees to direct debit of fees for service: Yes

THE ADP SERVICES LISTED ON THIS SALES ORDER ARE PROVIDED AT THE PRICES SET FORTH ON THE ABOVE PAGES AND IN ACCORDANCE WITH ADP'S STANDARD TERMS AND CONDITIONS OF SERVICE ATTACHED TO THIS SALES ORDER. BY SIGNING BELOW YOU ARE ACKNOWLEDGING RECEIPT OF AND AGREEMENT TO SUCH TERMS AND CONDITIONS AND TO THE LISTED PRICES.

ADP, LLC

Client:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM
to
MAJOR ACCOUNTS AGREEMENT
between
ADP, LLC
and
THE CITY OF AVONDALE

This Addendum, made as of the 1st day December, 2014 by and between ADP, LLC, A Delaware limited liability company ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and THE CITY OF AVONDALE, an Arizona municipal corporation, having a principal place of business at 11465 West Civic Center Drive, Avondale, Arizona 85323, ("Client"), contains changes, modifications, revisions and additions to the Major Accounts Agreement dated of even date herewith between ADP and Client (the "Agreement").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 1A of the Agreement, entitled "**Services**", is hereby amended by inserting the following after the first sentence: "The ADP Sales Order, Quote Number 2014-329173.6 (attached hereto and incorporated herein) specifically identify the ADP Products and Services Client purchased as of the Effective Date of this Agreement. Thereafter, any ADP Products and Services added by Client (which are covered under this Agreement) will be specified in a new separate sales order form signed by the parties and such additional products and services shall be provided by ADP subject to the applicable terms of this Agreement."
2. Section 2A of this Agreement, entitled "**Fees**", is hereby amended by inserting the following language after "items" in the last sentence: "; provided however, fee increases (excluding delivery fees, reverse wire fees, jurisdiction fees, maintenance fees and W-2s) shall not exceed five percent (5%) over the previous years' per employee per processing rate for the same Services".
3. Section 2B of the Agreement, entitled "**Billing**" is hereby amended by inserting the following between the second and third sentences: "Client shall not be billed for implementation fees until the date the Services are available for use in a production environment."
4. Section 7A of this Agreement, entitled "**Termination/Suspension**", is hereby amended by inserting the following immediately after the first sentence: "In addition to the foregoing sentence, Client may terminate this Agreement and the corresponding Sales Order (Quote Number 2014-32917.6) immediately upon notice to ADP within the first thirty (30) days after the Effective Date of this Agreement in the event that (i) the Avondale City Council declines, in its sole discretion, to approve this Agreement and the corresponding Sales Order (Quote Number 2014-32917.6) at its meeting on December 15, 2014, or (ii) Client determines that the scope of services does not meet its needs during implementation of the Services."
5. Section 9A of the Agreement, entitled "**Time and Attendance Products**", is hereby amended by inserting the following at the end of the section: "Pursuant to Sales Order, Quote Number 2014-329173.6, Client will purchase and own the Enterprise E-Time System time clocks it requires from ADP for the cost set forth in such Sales Order. Client may contract with ADP or a separate vendor for the maintenance of the time clocks. The actual number of time clocks to be purchased from ADP will be agreed to by ADP and Client during implementation. If maintained by ADP, sections 9(F) and (G) shall apply."
6. Section 13A of this Agreement, entitled "**Inducement; Entire Agreement; Modification**", is hereby deleted in its entirety and replaced with the following:

“A. Inducement; Entire Agreement; Modification. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement and the Addendum executed contemporaneously herewith, contain the entire agreement of the parties with respect to its subject matter and supersede and override all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client.”

7. Section 13 of the Agreement, entitled **“Miscellaneous”**, is hereby amended by inserting the following new Sections Q - T as follows:

“Q. Addendum. This Agreement and the corresponding Sales Order are not valid without concurrent execution of the Addendum dated of even date herewith to Sales Order and Major Accounts Agreement between the Client and ADP. The Agreement and the corresponding Sales Order serve as a proposal of the pricing details, products, and services offered of ADP to client. ADP understands that, by signing this Agreement, it agrees the Client may terminate this Agreement pursuant to Section 7 above without cause or penalty, and that such termination shall not be deemed “bad faith” under applicable law.

R. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Client may, within three years after its execution, cancel this Agreement, without penalty or further obligation, made by the Client or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Client or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. If any ADP Products or Services are terminated by Client under this Section, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services (including, for Tax Filing Services, all related penalties and interest) then or thereafter due; and (ii) reimburse ADP for all payments made by ADP hereunder on Client’s behalf to any third-party.

S. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41 4401, ADP warrants 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). ADP’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Client. Client shall have the right to request and inspect ADP’s E-Verify registration or other reasonable evidence to demonstrate compliance with the above warranty.

T. Agreement Subject to Appropriation. The Client 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 Client’s then current fiscal year. The Client’s obligations under this Agreement are current expenses subject to the Arizona “budget law” and the unfettered legislative discretion of the Client concerning budgeted purposes and appropriation of funds. Should the Client 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 Client shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Client has no obligation or duty of good faith to budget or appropriate the payment of the Client’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 Client shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Client shall keep ADP informed as to the availability of funds for this Agreement and shall provide ADP with at least thirty days’ notice of the termination of this Agreement in the event funds are not appropriated and budgeted for the next fiscal year. The obligation of the Client to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Client.”



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3232-1214 - Amendment to Intergovernmental Agreement with the Arizona Department of Revenue

MEETING DATE:

12/15/2014

TO: Mayor and Council**FROM:** Kevin Artz, Assistant City Manager (623) 333-1013**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

To approve a modification to an Intergovernmental Agreement with the State of Arizona Department of Revenue (DOR) related to joint sales tax audits and disclosure of information.

BACKGROUND:

In May 2008, the City entered into an Intergovernmental agreement with the State of Arizona Department of Revenue providing for uniform sales tax audit functions including joint sales tax audits between the State and City (A.R.S. 42-6001 et seq.).

DISCUSSION:

The Arizona Legislature has enacted legislation amending the provisions of A.R.S. 42-6001 et seq. that take effect January 1, 2015.

The City and the Department of Revenue are negotiating a comprehensive intergovernmental agreement in accordance with the modified statutory provisions; however, this modification to the original IGA is necessary to provide an interim method for disclosure of information and audit, until the comprehensive agreement is completed.

The modification to the IGA provides that DOR shall administer the audit functions for the City. The City maintains the ability to perform audits of a taxpayer that is engaged in business only in the City of Avondale. DOR maintains the right to conduct audits of taxpayers that have locations in two or more cities or towns, unless DOR expressly authorizes a city to conduct such audit.

City auditors must also conduct audits in accordance with standard audit procedures as defined by DOR and shall be trained in accordance with the policies of DOR. City auditors have received the training by DOR.

RECOMMENDATION:

Staff recommends that Council approve the modification to an Intergovernmental Agreement with the State of Arizona.

ATTACHMENTS:

Description

[Resolution 3232-1214](#)

RESOLUTION NO. 3232-1214

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO TAXPAYER AUDITS AND DISCLOSURE OF INFORMATION.

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the State of Arizona, acting by and through the Department of Revenue, relating to taxpayer audits and disclosure of information (the “Amendment”) is hereby approved in substantially 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 cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, December 15, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3232-1214

[Amendment]

See following pages.

**MODIFICATION TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE**

WHEREAS, The Arizona Department of Revenue, hereinafter referred to as Department of Revenue and the City of Avondale, hereinafter referred to as the City, have entered into an Intergovernmental Agreement regarding the administration of taxes imposed by the State or City dated May 19, 2008, hereinafter referred to as the IGA, and

WHEREAS, The Arizona Legislature has enacted legislation amending the provisions of A.R.S. § 42-6001 et seq. that take effect January 1, 2015, and

WHEREAS, the Department of Revenue and the City are negotiating a comprehensive intergovernmental agreement in accordance with the modified statutory provisions and enter into this modification to the IGA in order to provide an interim method for disclosure of information and audit until the comprehensive agreement is completed and executed.

The parties agree to modify the IGA as follows effective January 1, 2015:

1. Additional Disclosure of Information by Department of Revenue to City.

In addition to the information set forth in the IGA, and subject to the same constraints outlined in the IGA, the Department of Revenue shall provide to the City/Town information relating to transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and any other tax collected by the Department of Revenue on behalf of any jurisdiction if the information relates to a taxpayer who is or may be taxable by a county, city or town or who may be subject to audit by the Department of Revenue pursuant to A.R.S. § 42-6002.

2. Audits. The Department of Revenue shall administer the audit functions for the City's taxpayers in accordance with the following provisions.

2.1 Standards: All audits shall be conducted in accordance with standard audit procedures defined in the Department of Revenue audit manual.

2.2 Training: All auditors shall be trained in accordance with the policies of the Department of Revenue.

2.3 Conflict of Interest: An auditor that is trained and authorized to conduct an audit may not represent any taxpayer in any tax matter.

2.4 Single City or Town Audits: City may conduct an audit of a taxpayer that is engaged in business only in City. Before commencing such audit, City shall notify the Department of Revenue.

2.5 Other Audits: The Department of Revenue shall conduct all audits of taxpayers that have locations in two or more cities or towns unless the Department of Revenue expressly authorizes City to conduct such an audit.

- 2.6 Jurisdictions Included in Audit:** All audits shall include all taxing jurisdictions in this State regardless of which jurisdiction conducts the audit.
- 2.7 Assessments:** The Department of Revenue shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- 2.8 Appeals:** Appeals of audit assessments shall be directed to the Department of Revenue and shall be administered pursuant to A.R.S. § 42-1251 et seq.
- 2.9 Notice:** The Department of Revenue shall notify City before entering into any compromise, closing, settlement or other agreement with a person related to the tax levied and imposed by the City.

3. Merger. All other terms of the IGA not in conflict with this Modification or the statutory amendments remain in full force and effect until the IGA is terminated.

4. Signature Authority.

- 31.1 By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.
- 31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature _____ Date _____	Signature _____ Date _____
Typed Name and Title	Typed Name and Title David W. Fitzhugh, City Manager
Entity Name Department of Revenue	Entity Name City of Avondale
RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY ATTORNEY:
<p>Attorney General no. _____, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">TOM HORNE The Attorney General</p> <hr style="width: 50%; margin-left: auto; margin-right: auto;"/> <p style="text-align: center;">Signature Assistant Attorney General</p> <p>Date: _____</p>	<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ Andrew J. McGuire, City Attorney</p> <p>Date: _____</p>



CITY COUNCIL AGENDA

SUBJECT:

Proposed Amendment to the City Code to Allow Fishing at Friendship Park

MEETING DATE:

12/15/2014

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

Staff will inform the Council about a proposed amendment to the Avondale Municipal Code, Chapter 17, Section 17-31 relating to designated fishing areas to allow fishing at Avondale Friendship Park.

BACKGROUND:

Avondale City Staff (staff) was approached by Game and Fish to initiate discussions to determine if the pond at Friendship Park is eligible to become part of the Arizona Community Fishing Program, also referred to as the urban sports fishing recreational program (the program). Program is a partnership with the Game and Fish and local Parks and Recreation Departments to stock and manage park lakes for fishing recreation. Game and Fish is seeking to expand the program to the West Valley and Friendship Park provides an excellent location for a community fishing program.

After discussing program options, it was determined that the one acre pond at Friendship Park is an eligible facility for the program. However, Avondale Municipal Code 17, Section 17-31 only allows fishing within Avondale City Limits at Crystal Gardens. The proposed policy change is intended to provide an additional amenity for Avondale citizens and visitors to Friendship Park. The amendment will not apply to any additional waterways within the City limits.

DISCUSSION:

If approved, the Code will be revised as follows:

17-31 – Designated Fishing Areas.

Unless otherwise posted, fishing shall be allowed at the Crystal Gardens Water Treatment Facility AND FRIENDSHIP PARK (COLLECTIVELY, the “FISHING AREAS”) in accordance with the rules and regulations established by the Arizona Department of Game and Fish for the FISHING AREAS and this chapter, as follows:

(a) Fishing will be “catch and release” only. No fish may be removed from the FISHING AREAS.

(b) Fishing shall be allowed consistent with hours of operation set forth in this chapter or as otherwise designated in the park rules and regulations.

(c) Fishing is restricted to one (1) line per person, which line must be attended to at all times. No

more than one (1) hook may be attached to each line and all hooks used for fishing at the FISHING AREAS shall be barbless or skinned.

(d) Only live worms, artificial baits and artificial lures will be accepted as bait for fishing purposes. No other forms of bait or methods to catch fish shall be allowed. No artificial lighting, such as flashlights, car headlights or lamps of any type will be allowed to be shown on the water surface.

BUDGET IMPACT:

There is no budgetary impact associated with the proposed amendment to the City Code.

RECOMMENDATION:

This item is for information, discussion and direction only.



CITY COUNCIL AGENDA

SUBJECT: Economic Development Agreement Gunbo, LLC
MEETING DATE: 12/15/2014

TO: Mayor and Council
FROM: Daniel Davis, Economic Development Director 623-333-1411
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council approve an amended and restated Economic Development Agreement with Gunbo, LLC regarding the construction and operation of Main Event Family Entertainment Center.

BACKGROUND:

During the last 6 years, staff has worked with Mr. Gunbo Park, owner of Gunbo, LLC and Parkland Development, regarding the development of a 40 acre mixed-use project called Park 10 located between 107th and 103rd Avenues and McDowell Road and Interstate 10.

In 2013, Mr. Park entered into a Letter of Intent with Main Event Entertainment, LP to construct a 58,000 SF family entertainment center. The facility will feature a restaurant, bar, bowling, billiards, arcade games, laser tag and meeting room space.

On April 1, 2013, City Council adopted a Notice of Intent to enter into a Retail Development Tax Incentive Agreement and Findings of Fact. Applied Economic, completed an independent Economic Impact Analysis that indicated the proposed facility is anticipated to generate more revenue than the amount of incentives during the term of the agreement and without the incentive the new facility would not locate within the City of Avondale.

On May 6, 2013 Council approved an Economic Development Agreement that required Gunbo, LLC and Main Event to execute a lease within six (6) months of the effective date of the Economic Development Agreement. The lease was not executed, and therefore the Economic Development Agreement expired. Since that time, the parties continued to work together and have recently executed a lease that was anticipated with the original Economic Development Agreement.

DISCUSSION:

The Economic Development Agreement provides reimbursement of up to \$500,000 from the Economic Opportunities fund and up to \$225,000 from future sales tax collections (\$75,000 in construction sales tax and \$150,000 of unrestricted transaction privilege tax), for city required infrastructure improvements along McDowell Road and 103th Avenue.

The project been has been submitted to our Development Services Department. The Economic Development Agreement requires that construction of the facility will commence within nine (9) months and be open for operations not later than eighteen (18) months of the effective date.

Currently, the developer anticipates starting construction by May 1, 2015 and be completed by February 2016.

BUDGET IMPACT:

The total amount of reimbursements for this project will not exceed \$725,000. This rebate will be returned from revenue that would not otherwise have been collected without the construction of the project or from sales taxes collected by the City that may not have been otherwise received as a result of the operations of the new facility

This use is consistent with the Council's goal of business attraction that will bring a unique entertainment venue to the city, increase the value of the property for property tax purposes, enhance the city's freeway corridor, create significant opportunities for new employment, and enhance retail transaction sales tax collections in the city.

RECOMMENDATION:

Staff recommends that the City Council approve an amended and restated Economic Development Agreement with Gunbo, LLC regarding the construction and operation of Main Event Family Entertainment Center.

ATTACHMENTS:

Description

[Economic Development Agreement](#)

ECONOMIC DEVELOPMENT AGREEMENT – GUNBO, LLC

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35632>



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Ordinance 1567-1214 San
Villagio PAD Rezone

MEETING DATE:

12/15/2014

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, City Manager

REQUEST:

Rezoning of approximately 11 gross acres from Agriculture (AG) to Planned Area Development (PAD).

PARCEL SIZE:

Approximately 11 gross acres.

LOCATION:

Northeast corner of Avondale and Encanto Boulevards.

APPLICANT:

Mr. James Abraham, Clouse Engineering (602) 395-9300

OWNER:

Jim Carlson, Newmark Homes (480) 505-4600

BACKGROUND:

The property (Exhibits A, B, and C) was annexed on June 6, 1994, and zoned Agricultural (AG). Single-family residential neighborhoods have been developed north (Crystal Ridge – 1996), east (Crystal Gardens - 2000), and south (Donatela I - 2004).

The property is designated by the General Plan Land Use Map as Medium Density Residential (2.5 to 4 dwellings per acre). The Medium Density Residential designation provides for a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities. The property is also located within the North Avondale Specific Plan area.

SUMMARY OF REQUEST:

The applicant is proposing to rezone the property from Agricultural (AG) to Planned Area Development (PAD). The PAD zoning district allows for customized development and design standards that vary from the Zoning Ordinance through approval of a Development Plan and Narrative. Where the Development Plan and Narrative is silent on a development or design standard, the Zoning Ordinance shall prevail. The applicant is proposing to develop a 34-lot single-family residential infill gated community with a private internal street.

The proposed development standards are as follows:

<u>Development Standard</u>	<u>Requested PAD</u>
Minimum Lot Area	8,100 square feet
Minimum Lot Width	60 feet
Maximum Lot Coverage	50%
Minimum Front Setback	20 feet 15 feet for side entry garages south of private street
Minimum Side Setbacks	5 feet / 15 feet total
Minimum Rear Setback	15 feet
Minimum Landscape Setback (Avondale Boulevard)	9 feet
Maximum Street Frontage	65%
Occupied by Retention (Encanto Boulevard)	
Minimum Open Space	17%

PARTICIPATION:

The applicant conducted a neighborhood meeting on Wednesday, October 29, 2014, at 6:00 P.M. at Avondale City Hall. The meeting was advertised in the October 14, 2014, edition of the West Valley View. A notification sign was erected on the subject property on October 13, 2014. Additionally, 171 property owners within 500 feet of the San Villagio PAD were notified of the meeting by letters sent by the applicant on October 14, 2014. Two residents of Crystal Gardens and one resident of Crystal Ridge attended the neighborhood meeting (Exhibit F). The Crystal Gardens residents had three areas of concern – The number of lots and their size, two-story homes occupying the eastern two lots abutting Crystal Gardens, and the small landscape/retention area on Encanto Boulevard between Crystal Gardens and San Villagio. The applicant explained that the minimum lot size proposed was 8,100 square feet, which addressed the concern regarding the number and size of lots. The applicant indicated that they would agree to a condition of approval that no two-story homes would be constructed on the two eastern lots abutting Crystal Gardens, which alleviated the residents' concern about two-story homes on those lots looking down into the backyard of the Crystal Gardens' lots. And the applicant agreed to chamfer the perimeter wall abutting the landscape/retention area between their communities on Encanto Boulevard to open the area to view from the street and mitigate any opportunities for mischief. Mr. Loren Hoboy, Crystal Gardens, emailed staff to indicate that the applicant has addressed all of the concerns he brought forth at the Neighborhood Meeting.

A resident of Crystal Ridge attending the meeting lives in a home abutting San Villagio. The concern was that the Crystal Ridge perimeter wall on her lot was failing. The applicant stated that since the developer would have to bond that wall for one year as a part of the construction of the site, the wall will be repaired. The developer promised to coordinate with abutting property owners whose walls needed repair prior to construction.

One member of the public made a telephone inquiry to staff regarding the type of development proposed and neither indicated support or opposition to the request.

PLANNING COMMISSION ACTION:

Letters notifying nearby property owners of the Planning Commission meeting were mailed on October 28, 2014. The public notice sign on the property was updated to include the time and date of the meeting, and a notice of the Planning Commission public hearing was published in the West Valley View in the Tuesday, October 28, 2014 edition.

The Planning Commission held a public hearing on November 20, 2014 (Exhibit H). Subsequent to the distribution of the Planning Commission staff report, but prior to the meeting, the applicant provided a letter voluntarily offering two additional conditions of approval of the PAD in order to

address the concerns of residents who attended the Neighborhood Meeting. The conditions require one-story homes on the two lots abutting Crystal Gardens (Lots # 5 and # 6), and requires a minimum side yard setback of 10 feet from the Crystal Gardens property line for the northern most of the two lots (Lot # 5).

The Planning Commission inquired if the proposed PAD limited the number of two-story homes in the development, because too many together can make streets to seem crowded. The applicant answered that normally the number of two-story homes would be market driven, but offered additional conditions of approval to limit the number of two-story homes to no more than three in a row and, at the direction of Chairman Kugler, to limit the two lots on the west end of the development to single story.

A resident of Crystal Gardens, whose lot abuts San Villagio, spoke in favor of approval of the application provided that no two-story homes would be built on the two lots on the east side of San Villagio abutting Crystal Gardens.

The Planning Commission voted 5-0 to recommend approval of the request as proposed by staff with the two additional conditions of approval offered by the applicant's representative by letter (Exhibit H) and a two additional conditions of approval read into the record by Chairman Kugler.

ANALYSIS:

General Plan

The property is identified as Medium Density Residential (MDR) on the General Plan Land Use Map. MDR has a density range of 2.5 to 4 dwelling units per acre (du/ac). The applicant is proposing 34 lots on 9.6705 net acres, for a density of 3.52 du/ac, in compliance with the General Plan density. MDR also calls for detached single-family residential homes in communities with neighborhood facilities. The proposed PAD allows only detached single-family homes, customary accessory uses, and neighborhood facilities.

North Avondale Specific Plan

The North Avondale Specific Plan (NASP), amended May 20, 2013, has six objectives that are applicable to this development type.

Objective #1 – Facilitate the full build-out of North Avondale. Approval of the rezoning will facilitate build-out with single-family residential in compliance with City plans and policies. This infill parcel has remained vacant and undeveloped since annexation in 1994 while the properties north, east, and south have been developed.

Objective #5 – Attract residential products and subdivision designs that are unique from what North Avondale currently offers. Because of the small size and long rectangular configuration of the infill property, community layout design options that are unique to North Avondale are difficult. The community will have private streets and be a gated community, which is unique to North Avondale. The housing products are a mix of one- and two-story homes on lots larger than the surrounding communities.

Objective # 6 – Protect the existing character of North Avondale through compatible design. The housing product, landscaping along Avondale and Encanto Boulevards, and perimeter wall materials, colors, and design all are compatible with surrounding communities. The reduced landscape setback from 30 feet to 9 feet along Avondale Boulevard is in conformance with the reduced landscape setbacks along Avondale Boulevard for the Crystal Ridge and Donatela I communities to the north and south respectively. The perimeter walls will be an integrated earth tone color of both smooth and split-face block, compatible to the perimeter walls of abutting communities.

Objective #7 – Develop a “Sense of Place” in North Avondale. The gated community with private streets and an enhanced entry feature treatment will help to create a Sense of Place for residents.

Objective # 8 – Provide recreational opportunities for residents. The development will provide 17% Open Space consisting of turfed and landscaped retention areas and four seating nodes spaced along Encanto Boulevard and one in the cul-de-sac abutting Crystal Gardens.

Zoning Ordinance

The purpose of the Planned Area Development (PAD) district is to promote the development of mixed use developments and/or residential subdivisions that include residential, commercial or business park development in accordance to an overall plan. It is the intent of the PAD district to:

- A. Encourage creative and innovative planning principals by providing greater flexibility in design.
- B. Establish mixed use developments or residential neighborhoods that have a distinct character and an established sense of place.
- C. Create residential communities with a mix of lot sizes and complementary uses.
- D. Provide a process which relates the architecture, urban design and scale of the project to the unique characteristics of the site.
- E. Require the nature and intensity of development to be supported by adequate utilities, transportation, drainage and open space to serve the development and to minimize impact on existing or future adjacent development.
- F. Encourage the provision of open space within the development.
- G. Encourage development that is consistent with the policies and guidelines established in applicable specific plans and the General Plan.

The infill nature of the property, all limit the scope of creative and innovative community designs that can be utilized. The property does provide private streets and a gated community, with a pedestrian gate to allow access to Avondale Boulevard.

Uses

The proposed uses for the community are the same as the Single-Family Residential (R1-8) zoning district. The primary allowed use is detached single-family, with accessory uses expected and customary for that use. Attached single-family and multi-family are not allowed, nor are guest houses.

Development Standards

The PAD proposes lot development standards that vary from the typical R1-8 zoning district standards. The PAD proposes to reduce the minimum lot width from 80 feet to 60 feet, increase the maximum lot coverage from 40% to 50%, reduce the minimum front yard setback from 25 feet to 20 feet, reduce the minimum front yard setback for side-entry garages from 20 feet to 15 feet for those lots on the south side of the private road, reduce minimum side yard setbacks from 8 feet to 5 feet and minimum side yards combined yards from 18 feet to 15 feet, and reduce the minimum rear yard setback from 20 to 15 feet.

The PAD also proposes development standards that deviate from the Zoning Ordinance by

reducing the minimum landscape setback along an arterial street from 30 feet to 9 feet along Avondale Boulevard, and increasing the maximum street frontage that can be occupied by retention from 50% to 65% along Encanto Boulevard.

To balance the proposed development standards above, the PAD proposes to exceed the Zoning Ordinance standards by requiring increased minimum lot areas from 8,000 square feet to 8,100 square feet with an average lot size of 8,400 square feet, require a minimum 15 feet separation between homes, increase minimum open space from 15% to 17%, offering enhanced architectural home styles, and by requiring certain “green building” features as low VOC paints, Energy Star appliances, LED lighting, homes pre-wired for solar, tankless water heaters, and installation of solar tube passive lighting in rooms.

Open Space

The PAD proposes a minimum of 17% open space. The open space shown on the Illustrative Landscape Plan (Exhibit G) consists of landscaped and turfed retention areas with five seating nodes that will allow for both passive and active areas. The seating nodes will consist of a decorative stone and concrete circular bench structure with a ‘Red Push’ Pistache tree planted in the middle. Four seating nodes are distributed along Encanto Boulevard and a fifth is located in the east cul-de-sac, interior to the site. Landscaped areas along Avondale Boulevard and Encanto Boulevard at either end of the street frontage make up the remainder of the open space area.

Architectural Design

The PAD provides for a minimum of five distinct floor plans with a minimum of three unique or diverse elevations for each in eight different color schemes. Representative examples of the homes are provided in the PAD. No two identical home elevations will be placed on adjacent lots or directly across the street from each other.

The PAD requires that homes utilize a minimum of six or more of the following elements – recessed or projecting architectural elements, trellises, awnings, porches, columns, decorative doors and windows, exterior moldings, wood or metal accents, arched windows, and shutters. Coach lights will be installed on all garages.

Landscaping

The PAD conforms to the Zoning Ordinance in terms of landscaping. Trees will be planted on both sides of the sidewalks along Avondale and Encanto Boulevards, and will be planted along the south side of the sidewalk on the north side of the private street to maximize the amount of shaded walkway for pedestrians.

Perimeter Walls and Gates & Entry Features

The PAD conforms to the Zoning Ordinance for perimeter wall height and design. A decorative perimeter wall 6 feet high will be along the west side of Lots 23 and 24 facing Avondale Boulevard, and along the south side of all lots facing the retention/open space along Encanto Boulevard, and along the street side of Lots 1 and 34 at the community’s gated entry. The walls will consist of one-third of the wall height in split-face block and the remainder in smooth-face block, capped by a decorative stone block, with columns every 50 feet, all in a rich earth tone brown.

A view fence/pedestrian access/fire emergency access gate will be provided at the end of the west cul-de-sac. This will allow pedestrian access to Avondale Boulevard as well as the second emergency access required by Fire-Safety.

Signage

The community signage shall comply with the Zoning Ordinance. The entry monument sign is a wire mesh that will have plant material to create a living green wall sign.

Maintenance of Common Areas and Adjacent Rights-of-way

The Home Owners Association will maintain all lots, tracts, and the landscaping in the rights-of-way along Avondale and Encanto Boulevards. The private street will be designated as a tract on the plat, and will provide for ingress/egress to residents, public emergency and sanitation vehicles. Along the north side of the private street will be an 8-foot wide Public Utility Easement plus a 12-foot wide landscape and sidewalk easement.

Infrastructure and Phasing

The property will be developed in one phase. All perimeter street improvements will be included. No additional rights-of-way are required to be dedicated. Curb-and-gutter, bike lanes, detached sidewalks, street lights, and landscaping are all required.

There is an existing Salt River Project (SRP) irrigation pipe in the Encanto Boulevard ultimate alignment. When Encanto Boulevard is constructed, the northern through lane will go over top of this pipe. SRP has indicated that it will allow the pipe to remain and has consented to granting the City a roadway easement over top of the land, which is held in USA fee title (meaning, it is owned by the federal government). The roadway easement is in the City process making its way separately through to approval and acceptance by the City Council.

There is adequate water and sewer capacity and infrastructure to serve the proposed development.

Conclusion:

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the request for rezoning from Agricultural (AG) to Planned Area Development (PAD) with ten (10) conditions of approval.

FINDINGS:

The proposed request, with the recommended conditions of approval, substantially complies with the requirements of the General Plan, North Avondale Specific Plan, the Zoning Ordinance, and the Single-Family Residential Design Manual.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-14-0054 with ten recommended condition of approval as follows:

1. The San Villagio development shall conform to the San Villagio Rezone PAD Development Plan and Narrative dated November 13, 2014, except as modified by these conditions.
2. Split-faced block shall not be painted, but shall instead consist of integral color block.
3. All private streets shall be in a separate tract that is a minimum of 34 feet wide and dedicated to the Home Owners Association (HOA) with an easement overlain granting the City of Avondale ingress and egress for emergency services, refuse collection, and water and sewer installation and maintenance.

4. A Public Utility Easement (PUE) that is a minimum of 8 feet wide shall be dedicated on each side of the private street.
5. Where sidewalk is present, a landscaping and sidewalk easement that is a minimum of 12 feet wide shall be dedicated, and the HOA shall be identified as responsible for maintenance and repair of the landscaping and sidewalk on the plat.
6. The private street tract, PUE, and landscape and sidewalk easement shall not overlap.
7. Lot # 5 and Lot # 6, the two lots adjacent to the eastern property line, shall be limited to single story.
8. Lot # 5 shall provide a 10-foot setback along the eastern property line.
9. Lot # 23 & # 24, the two lots adjacent to the western property line, shall be limited to single story.
10. The number of two-story homes side-by-side shall not exceed three.

PROPOSED MOTION:

I move that the City Council **ADOPT** an ordinance to rezone approximately 10 acres from Agricultural to Planned Area Development, subject to the ten (10) recommended conditions of approval.

ATTACHMENTS:

Description

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

[Exhibit B - Vicinity Zoning Map](#)

[Exhibit C - Vicinity Aerial Photo 2014](#)

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

[Exhibit E - San Villagio PAD Development Plan & Narrative](#)

[Exhibit F - Neighborhood Meeting Report](#)

[Exhibit G - Illustrative Landscape Plan](#)

[Exhibit H - Draft Planning Commission Minutes 11/18/2014](#)

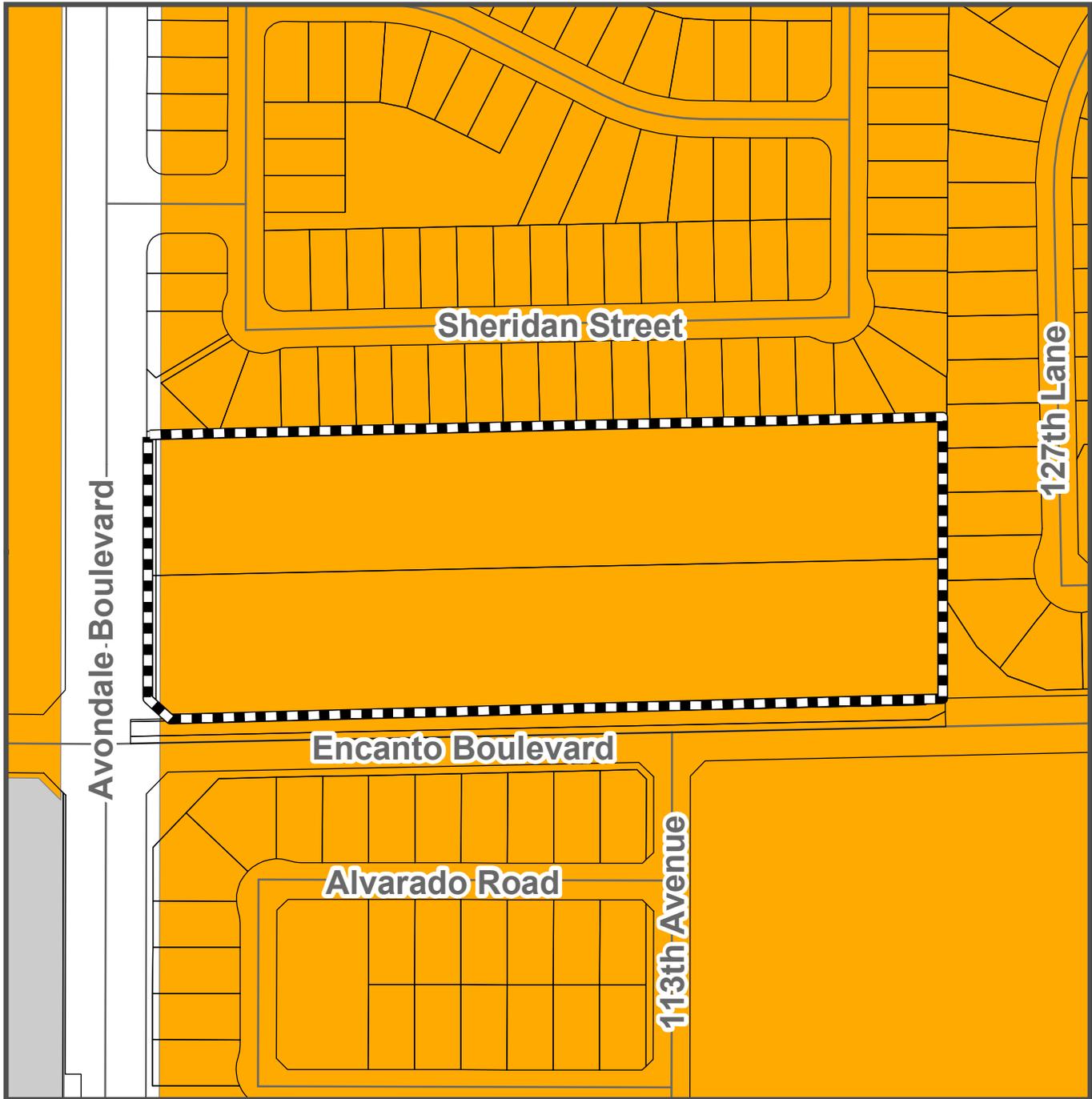
[Ordinance 1567-1214](#)

FULL SIZE COPIES: (Council Only)

None

PROJECT MANAGER

Eric Morgan, Planner II (623) 333-4017



San Villagio Rezone PAD
PL-14-0054

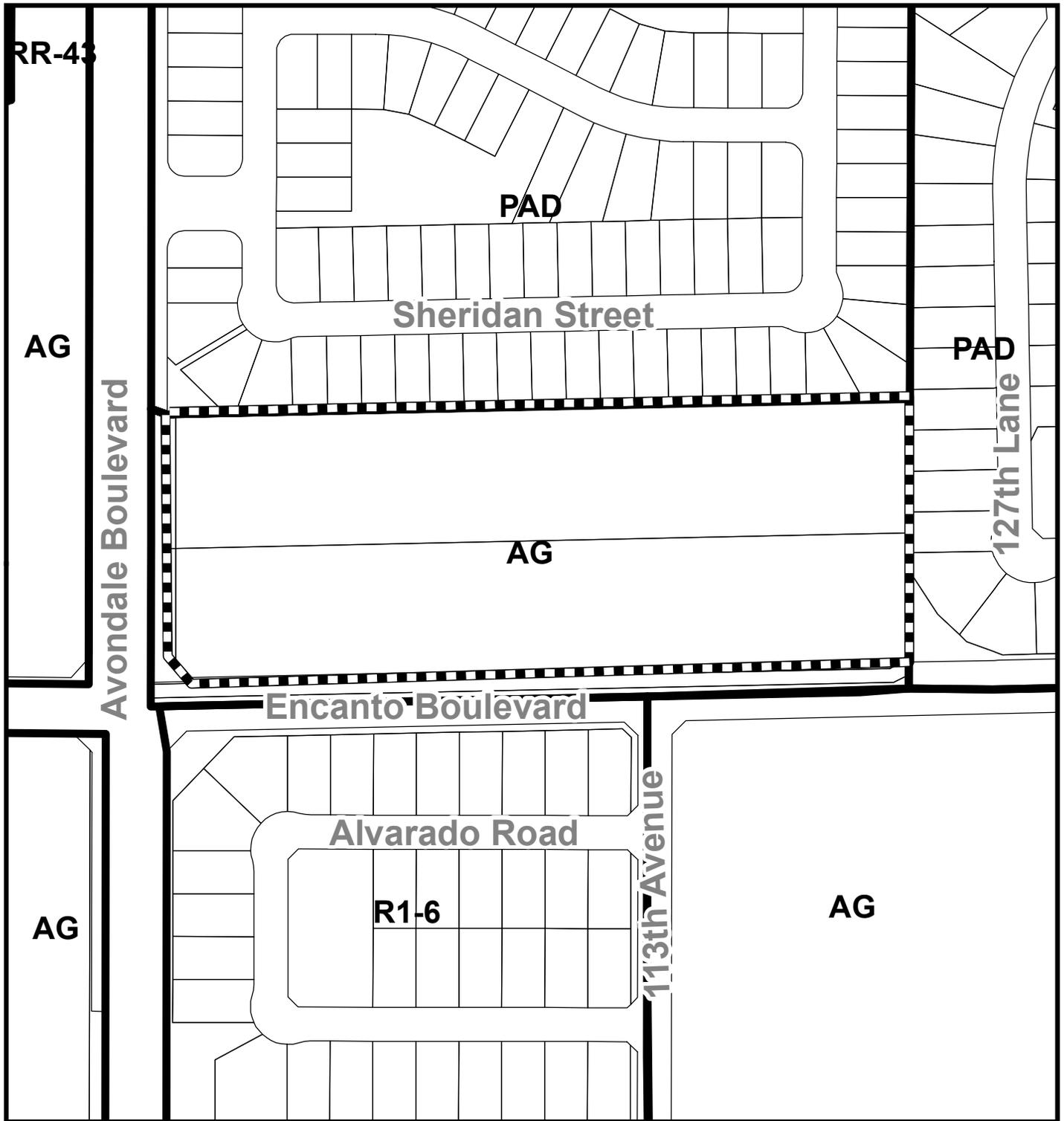
General Plan Land Use Map



 Office/Professional  Medium Density Residential

 Subject Property



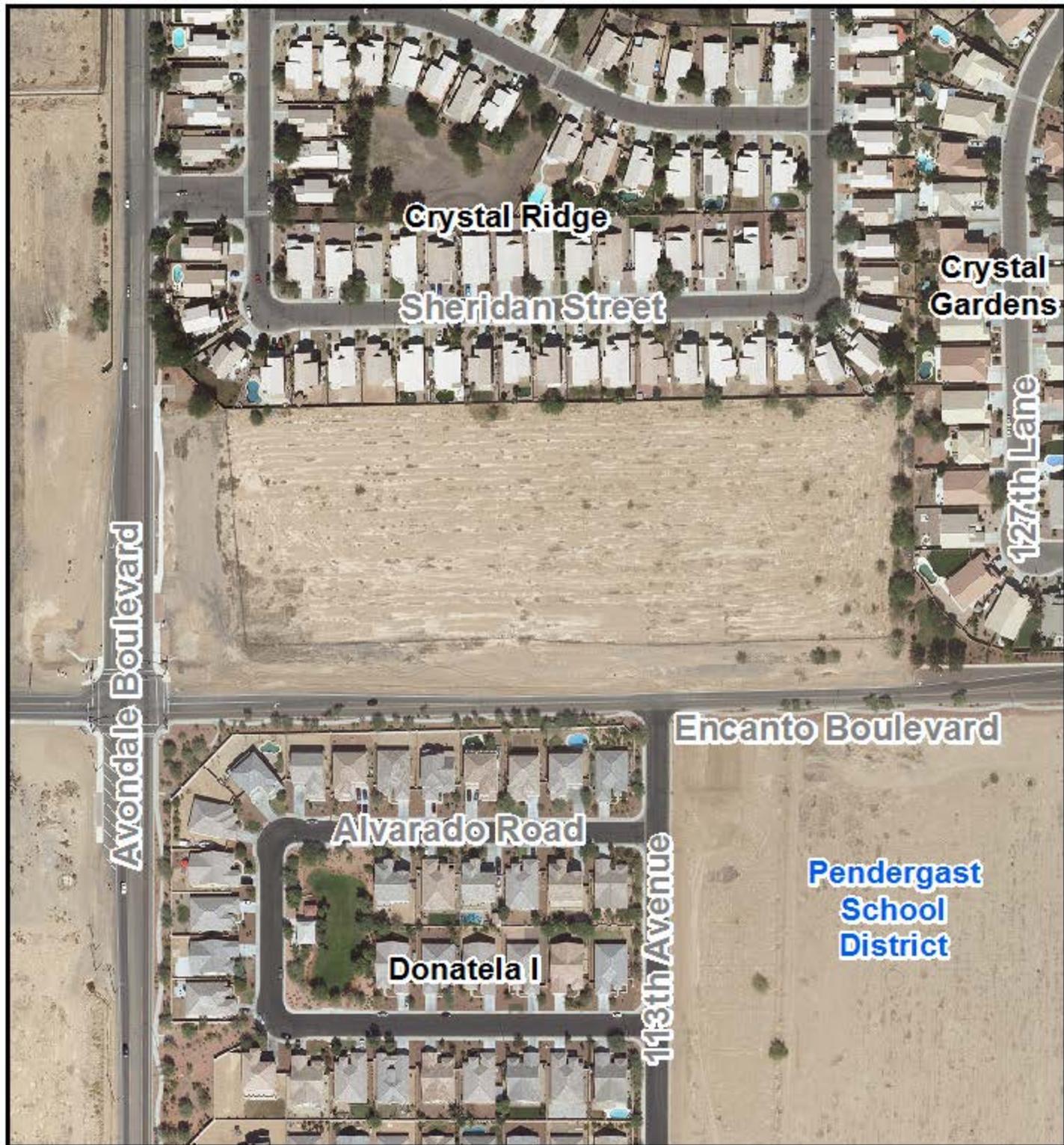


**Zoning Vicinity Map
San Villagio Rezone PAD
PL-14-0054**



Subject Property





**Aerial Photograph 2014
San Villagio Rezone PAD
PL-14-0054**



Subject Property



*SUMMARY OF RELATED FACTS
APPLICATION PL-14-0054 SAN VILLAGIO REZONE PAD*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 11 acres gross
LOCATION	NEC Avondale Boulevard and Encanto Boulevard
PHYSICAL CHARACTERISTICS	Flat rectangular property
EXISTING LAND USE	vacant
EXISTING ZONING	Agricultural (AG)
ZONING HISTORY	Annexed 6/6/94
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	PAD – Single-Family Residential Detached Homes (Crystal Ridge)
EAST	PAD – Single-Family Residential Detached Homes (Crystal Gardens)
SOUTH	PAD – Single-Family Residential Detached Homes (Donatela I)
WEST	PAD – Vacant
<i>GENERAL PLAN</i>	
The property is Medium Density Residential (2.5 – 4.0 dwelling units per acre) on the General Plan Land Use Map.	

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

Avondale Boulevard	
Classification	Arterial (4-lane)
Existing half-street ROW	55 feet
Standard half-street ROW	65 feet
Existing half-street improvements	1 travel lane, ½ median turn lane, curb and gutter, sidewalk
Standard half-street improvements	2 travel lanes, ½ median turn lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping

Encanto Boulevard	
Classification	Minor Collector
Existing half-street ROW	40 feet (20 feet of which is SRP fee title*)
Standard half-street ROW	40 feet
Existing half-street improvements	None
Standard half-street improvements (arterial)	1 travel lane, ½ median turning lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping

<i>UTILITIES</i>
<p>There is an existing 16” water line in Avondale Boulevard and a 12” water line in Encanto Boulevard.</p> <p>There is an existing 10” sewer line in Avondale Boulevard.</p> <p>There is a SRP irrigation water line in Encanto Boulevard’s ultimate alignment, approximately mid-point of the half-street abutting San Villagio.*</p>

* The SRP irrigation water line is within a USA Fee Title strip of land. USA Fee Title land is land owned by the United States of America and administered by the U.S. Department of the Interior through the Bureau of Land Management through the Salt River Project.



Presents

San Villagio

DEVELOPMENT PLAN and NARRATIVE

Application Number PL-14-0054

Northeast corner of Avondale and Encanto Boulevards

November 2014

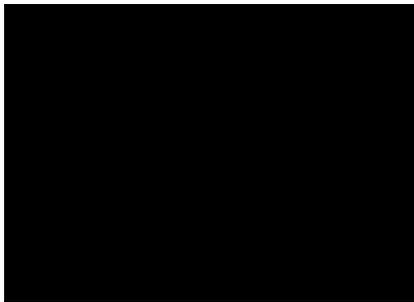


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A. INTRODUCTION

Newmark Homes (“Applicant”) is submitting this submittal request for approval of a Rezoning with a companion Preliminary Plat for an approximately 10 acres infill property located at the northeast corner of Avondale and Encanto Boulevards, in the City of Avondale, Arizona. The new residential community will be called “**San Villagio**.”

San Villagio proposes a new residential community on a site that is currently vacant and undeveloped. The property is a rectangular shaped property and is generally bounded by the existing Crystal Ridge residential development on the north, the existing Crystal Gardens residential development on the east, Encanto Boulevard on the south, and Avondale Boulevard on the west.

The primary request is to rezone the subject 10 acre infill property from Agricultural (AG) to Planned Area Development (“PAD”) with detailed guidelines to allow a 34-lot detached single family residential home community. The proposed density for this residential development is 3.52 dwelling units per acre. This request also seeks a companion Preliminary Plat approval.

The Avondale General Plan 2030 Land Use Map identifies the subject property as Medium Density Residential with a density range of 2.5 to 4.0 dwelling units per acre (du/ac). The purpose of the PAD is to encourage the establishment of functional and attractive residential community. **San Villagio** is an innovative and well-designed residential community that incorporates existing significant barriers into the overall design of the community. The residential community has been attractively configured to maximize personal space and open space on an approximate 10 acre site. This submittal has all of the design elements to exceed the City of Avondale expectations for residential development.

The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply except where explicitly stated otherwise herein by this PAD.

B. PROPERTY DESCRIPTION

The subject property is currently vacant and undeveloped and zoned Agricultural. The proposed use of the property is for a 34 lot single-family residential community. The proposed design and layout for the property is consistent with the City of Avondale’s aspirations for development in the area.

LOCATION OF PROPERTY

San Villagio is approximately one mile north of interstate 10 on Avondale Boulevard, a major arterial street, in the City of Avondale. The site is located on the northeast corner of Encanto Boulevard and Avondale Boulevard.

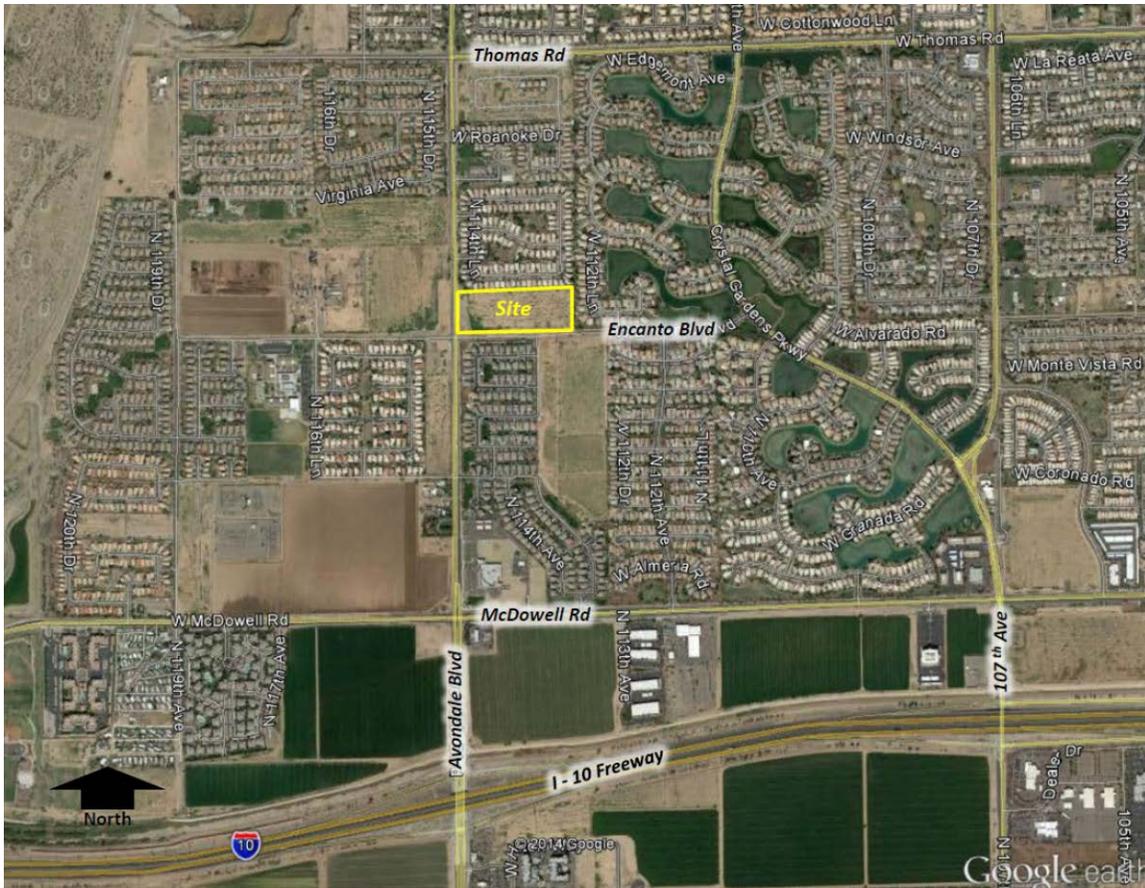


Figure 1 - Vicinity Map

BOUNDARIES

San Villagio is an approximate 11.23 acre parcel (gross), 9.6705 acres (net, per survey), and located on a rectangular site as shown on Figures 1 and 2. The legal description is provided with the attached survey. The current boundaries depict a 55-foot half street on Avondale Boulevard and a 40-foot half street on Encanto Boulevard.

The property is comprised of six Maricopa County Assessor Parcels; 102-29-018A, 102-29-018B, 102-29-019A, 102-29-019B, 102-29-020 and 102-29-021A. Parcels 102-29-018A and 102-29-019B appear to be the future Encanto Boulevard half street right-of-way and therefore are not developable.

TOPOGRAPHY AND CURRENT STATUS

The land is currently vacant, been disturbed and has partially improved street frontages. The east half of Avondale Boulevard is developed to the future limits with a curb, bus bay and a sidewalk. The north half of Encanto Boulevard is not developed to date except for tapers for merging traffic. There are utilities in place, but not the surface improvements.



Heading Northwest



Heading Northeast



Heading Directly West



Heading Directly East

The site is slightly sloping to the southwest, almost flat, but sloping enough to make site drainage and sewer flow predictably. There is an existing block wall on the north and east boundaries of the subject property. There is a survey with a topography map provided showing the slope in elevation is less than two feet from the northwest corner to the southwest corner. Newmark Homes engaged Protex to conduct the soil investigation for the site and with CES to prepare an updated Phase I environmental report for the community.



Figure 2 – Site Location in Neighborhood

The immediate neighbors are all on residential or vacant lands as shown on Figures 1 and 2. Figure 3, taken from the City of Avondale Zoning map, August 2014, below shows the existing and surrounding area zoning. **San Villagio** is currently zoned AG and within the City of Avondale.



Figure 3 – Zoning Map

The adjacent road to the south, Encanto Boulevard, is not fully improved and the current configuration poses potential traffic impediments at the intersection of Encanto and Avondale Boulevards. This development will facilitate the improvement of Encanto Boulevard and will provide a safer intersection for traffic and surrounding neighbors.

C. REQUEST

The subject property is a rectangular shaped property that has never been rezoned thus having its original zoning of Agricultural. **San Villagio** has no unusual features or characteristics that constrain the property other than the existing developments, the existing street right-of-way and the current “AG” zoning. The AG zoning on this infill site is no longer feasible. The City’s General Plan Land Use map designates this site as Medium Density Residential, with a density range of 2.5 to 4.0 dwelling units per acre (du/ac). The current “AG” zoning, which has a minimum lot size of 5 acres per dwelling unit, is not consistent with the City’s land use designation for this property.

This document provides detailed description of the allowed land uses, design theme and criteria, and landscape and open space concepts. The purpose and intent of this document is to:

- Encourage imaginative and innovative planning of this infill residential parcel with the existing and surrounding residential;
- Encourage quality house product design through lot size, width, setbacks, orientation;
- Establish a unique neighborhood that has a distinctive character and sense of place; and
- Promote the efficient use of this infill residential parcel by enabling the development of this parcel that would otherwise be difficult to develop.

Newmark Homes is submitting this request to change the zoning on this infill parcel to a single cohesive “PAD” Planned Area Development zoning district to allow for a fully integrated planned residential community with a mixture of single-family residential house product and improved common open spaces.

The character of this area has changed significantly over the past few years and is no longer on the outskirts of the City. The nearby McDowell Road and Freeway corridor set in motion urban and suburban impacts that have changed the nature of this area so that it has become more suburban in character. Better roadway circulation, including the improved McDowell Road, I-10 Freeway, Loop 101, the newer residential communities, the Phoenix Children Hospital, and the near-by commercial power centers all have contributed to the changes of this area. With these changes there is a need to develop this infill residential parcel to help create a residential base to support the near-by commercial and balance the City’s housing stock.

D. LIST OF PERMITTED USES

The proposed Permitted uses, Conditional Use Permit, Permitted with Conditions and Permitted Accessory zoning uses for **San Villagio** shall conform to those listed in the City of Avondale Zoning Ordinance-Section 2, Residential District, Single Family District Land Use Matrix under R1-8 zoning district, as amended. Any uses similar to and not more detrimental than the uses permitted in Section 2, Residential District, Single Family District Land Use Matrix under R1-8 zoning district shall be subject to staff interpretive approval or administrative approval via the Minor PAD Amendment process. Administrative decisions may be appealed to the City Council through the City's established public hearing process.

E. PROJECT DESCRIPTION

The current site is a vacant undeveloped corner property set aside for what was probably thought to be a strip commercial center site. The depth and shape of the site was typical of multiple "pad commercial" or a "strip center" with pad development. However, the City's General Plan Land Use map designates this site as Medium Density Residential, with a density range of 2.5 to 4.0 dwelling units per acre (du/ac). Newmark Homes proposes a single-family residential that is consistent with the General Plan designation and compatible with the surrounding developments and one that will fit seamlessly into the fabric of this residential area. The goal of Newmark Homes is to create a community that has emphasizing visual character and contains an environmentally conscious design.

San Villagio will not require vehicular access from the community to Avondale Boulevard. The frontage length would allow a minimal access; however, Newmark Homes prefers a formal appearance along the Avondale Boulevard street frontage. **San Villagio** will have a single access point on Encanto Boulevard. A second drive and gate will be added connecting to Avondale Boulevard and use as an "emergency access" only. The community is designed to mostly emphasize the simplicity of a two cul-de-sac circulation design with one main gated entrance. A continuous landscape strip is provided along the south side of the entrance to the property to create a pleasant drive up and a sense of arrival to this community to this development. A landscape tract is also provided along Avondale Boulevard. The entry features will reflect the overall architectural identity and character of the community. The entry feature will incorporate colored and textured paving, accent lighting, enhanced landscaping including large, specimen trees and landscaped medians, decorative metal work, stone wall features and architectural monuments.

The physical design of **San Villagio** is dictated by the site's size and location. All lots are designed so that they face inward onto the site's internal road. The **San Villagio** placement and orientation of lots will achieve visual diversity with recessed garages, front façades and side entry garages in order to break the uniformity and to vary the street scene. No two identical elevations shall be placed on adjacent lots or directly across the street from each other. The corner lots will be increased in width. The

design the perimeter walls will create an attractive appearance to complement the style and character of the homes, street layout, and neighborhood and in conjunction with the Avondale Zoning Ordinance regulations.

San Villagio proposed a mixture of single level and two story homes with a minimum livable area of 1,800 square footage of. The lot layout for **San Villagio** is compatible and complementary to the existing residential development to the north, south and east. The retention park areas for the community are located along Encanto Blvd. for access and designed to provide an area for children to play. **San Villagio** street designs will create a safe neighborhood and plentiful useable open space. These two tracts will be maintained by a homeowners association.

As mentioned, the property is planned with one primary access point directing traffic by a large open space so all entering the property will see the landscaped buffer area of the development along Encanto Boulevard and provide a sense of arrival into a community. There will also be pedestrian entry areas at the main entrance for residents to access the open space areas in front of the community. The plan shows the location of the residential home-sites, public street, private drives and 17% open space. The open space retention area doubles as an amenity to the property and the neighborhood. The overall layout of the open space creates a convenient loop for residents walking enjoyment through the pedestrian access gate on the west end of the community.

The **San Villagio** community is designed to be family-friendly with a strong emphasis on the aesthetics of the perimeter, commons areas, and streetscapes. The community will incorporate detached sidewalks, separating the street from the front yards by a planting strip to create safer pedestrian environments and enhance streetscape aesthetics.

San Villagio will have common elements that contribute to the character of an individual homes and the collective character of the neighborhood. Dwellings will blend with the surrounding and natural environment, scale and architectural style. The homes will be sited on the lots so that that home best engages with the street (porches, front doors, driveways, and garages), roof forms, building materials and colors, and landscaping.

San Villagio residential community will be very positive for this area by providing a single family development that is compatible with the existing and newer residential uses in the area while responding to the demand for the type of market housing demand offered by this community. The **San Villagio** PAD provides a cohesive and comprehensive working document to describe the guidelines and standards for implementation of the development.

The site design is extremely important to Newmark Homes. It will create the residential neighborhood to be a desirable place to live. The layout will be pedestrian scaled and have a streetscape encompassed with shade and pedestrian connections. San Villagio will provide an enhanced pedestrian access to open spaces, arterial streets, transit stops and the adjacent neighborhood. All standards will be met for fire, parking, general circulation and internal amenities. **San Villagio** provides a sufficient amount of open

space and facilities to match the scale of the community and adheres to Zoning Ordinance requirements for Open Space.

The proposed community is well planned and offers a single family residential community that has appeal to a demographic that is prevalent in the area which primarily consists of young entrepreneurial professionals, growing families and empty nesters. The proposed PAD zoning and companion Development Plan will allow the flexibility to maximize the product appeal to potential customers.

F. DEVELOPMENT STANDARDS and DENSITY JUSTIFICATION

The current site is a vacant undeveloped corner property set aside for what was probably thought to be a strip commercial center site. The depth and shape of the site was typical of multiple “pad commercial” or a “strip center” with pad development. The Avondale General Plan 2030 Land Use Map identifies the subject property as Medium Density Residential with a density range of 2.5 to 4.0 dwelling units per acre (du/ac). The current AG zoning is for agricultural, ranching, or a use not requiring a zoning change, such as a church. The definition for Agricultural (AG) is also acting as a “holding” zoning for land until suitable for rezoning and development. The prevailing neighborhoods are zoned as either PAD or R1-6 development. Farming is not feasible and compatible zone to complete this corner. Newmark Homes proposes a single-family residential development that is consistent with the General Plan designation and compatible with the surrounding developments and one that will fit seamlessly into the fabric of this residential area. Residential development is appropriate, compatible with the surrounding area and feasible for this site.

The primary request is to rezone the subject 10 acre infill property from Agricultural (AG) to Planned Area Development (“PAD”) with detailed guidelines to allow a 34-lot detached single family residential home community. The minimum lot size is 8,100 square feet with an average lot size of approximately 8,600 square feet. The proposed lot sizes are approximately 600 square feet larger than the minimum lots size requirement for the R1-8 Zoning district. Newmark Homes proposes a gated residential community that will be very positive for this area by providing a single family development that is compatible with the existing and newer residential uses in the area while responding to the demand for the type of market housing demand offered by this community.

While this request seeks minor deviations from the R1-8 development standards such as lot width, lot coverage and setbacks we believe that when consideration is given to the larger and deeper lots, the gated community, house product quality and proposed development standards we believe these minor deviations do not negatively impact the design of this residential community. **San Villagio** is a high quality residential community designed with a distinctive character and sense of place and one that fits well with the City’s goal to encourage imaginative and innovative residential projects that are unique neighborhoods.

While the properties to the north and east are zoned PAD, the respective zoning allows for 5,500 and 7,800 lot sizes for those two subdivisions. The lots within **San Villagio** are approximately 3,000 square feet larger than the Crystal Ridge subdivision to the north, and approximately 800 square feet larger than the Donatela and Crystal Garden subdivisions to the east and south.

The proposed setbacks are similar to the Crystal Ridge subdivision to the north and Donatela 1 subdivision to the south and greater than the Crystal Garden subdivision to the east. The proposed side yard setbacks are 5' and 10' with a requirement that there be a 15' minimum separation between adjacent structures. The below chart shows the surrounding existing developments and development standards.

Subdivision	Side yard setbacks	Lot sizes
Crystal Ridge (Directly north)	5' & 10' (15' total)	50' x 100'
Donatela 1 (south of Encanto)	5' & 10' (15' minimum separation between adjacent structures)	63' x 116'
Crystal Garden Phase 2 (Directly to the east)	5' & 5'	60' x 128'

This is an infill lot with existing built constraints that require minor deviation to allow for a unique 34 lot gated subdivision. The proposed lot widths are compatible with the surrounding residential developments to the east and south and larger than the subdivision to the north. The 140-foot deep lots (as compared to 100-foot in the R1-8 zoning standard) with an average lot size of 8,600 square feet, allows the home buyer more flexibility in house placement on the lot and furthering a better variation in streetscape. The deeper lots also provide more separation between the homes within this subdivision and the adjoining subdivisions.

Newmark Homes proposes an innovative house product designs and elevations with architectural influences consisting of Spanish Colonial, Craftmans, European Cottage, Spanish Monterey and Ranch Territorial. The homes will provide diverse housing products, floor plans, and architectural styles eliminating the redundancy of new tract home developments with smaller narrow lots, uniform setbacks and garage dominance. When consideration is given to the diverse housing product, architectural styles and 15-foot separation requirement between homes we believe **San Villagio** will ensure a quality streetscape with little redundancy.

As noted, this will be a gated subdivision with private streets. The private streets within the subdivision will be maintained by the Homeowner's Association. The private street section proposed is identical in width as the public street standard for the City of Avondale. There is no need to restrict parking on the private streets. In addition, there will be adequate parking in the driveways of each home. A detached sidewalk is proposed on the north side of the internal private street. The front yard landscape packages will be designed with conserving water techniques, minimize turf areas, group

plants by their watering needs and utilize drip irrigation, selection of plants appropriate to the area and allow plants to grow naturally.

San Villagio proposes a minimum of 17% (net) open space which exceeds the City's requirement of 15%. The proposed density for this community is 3.52 dwelling units per acre.

The site is configured to align with the existing street pattern to the south. The fact that there are existing residential developments to the north and east with no street connection to this property makes this site more independent from the contiguous properties.

Newmark Homes understands the market and has determined the proposed luxury product is the most feasible at this time and into the future. The product is compatible to neighboring uses because **San Villagio** is similar in character, square footages and general materials, tones and activities.

When consideration is given to all of the standards included in this PAD we believe the minor deviations are justified. **San Villagio** will promote high-quality architectural designs that enhance the character of the City of Avondale, while establishing a unique neighborhood identity with amenities such as symmetry, articulation, massing, window treatments, building materials, colors, trim, courtyards, porches and columns. The various house products for this small 34 lot residential community will ensure a quality streetscape with little redundancy and will also eliminate the redundancy of new tract home developments with uniform setbacks and garage dominance.

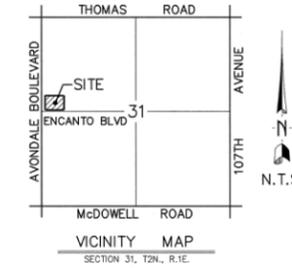
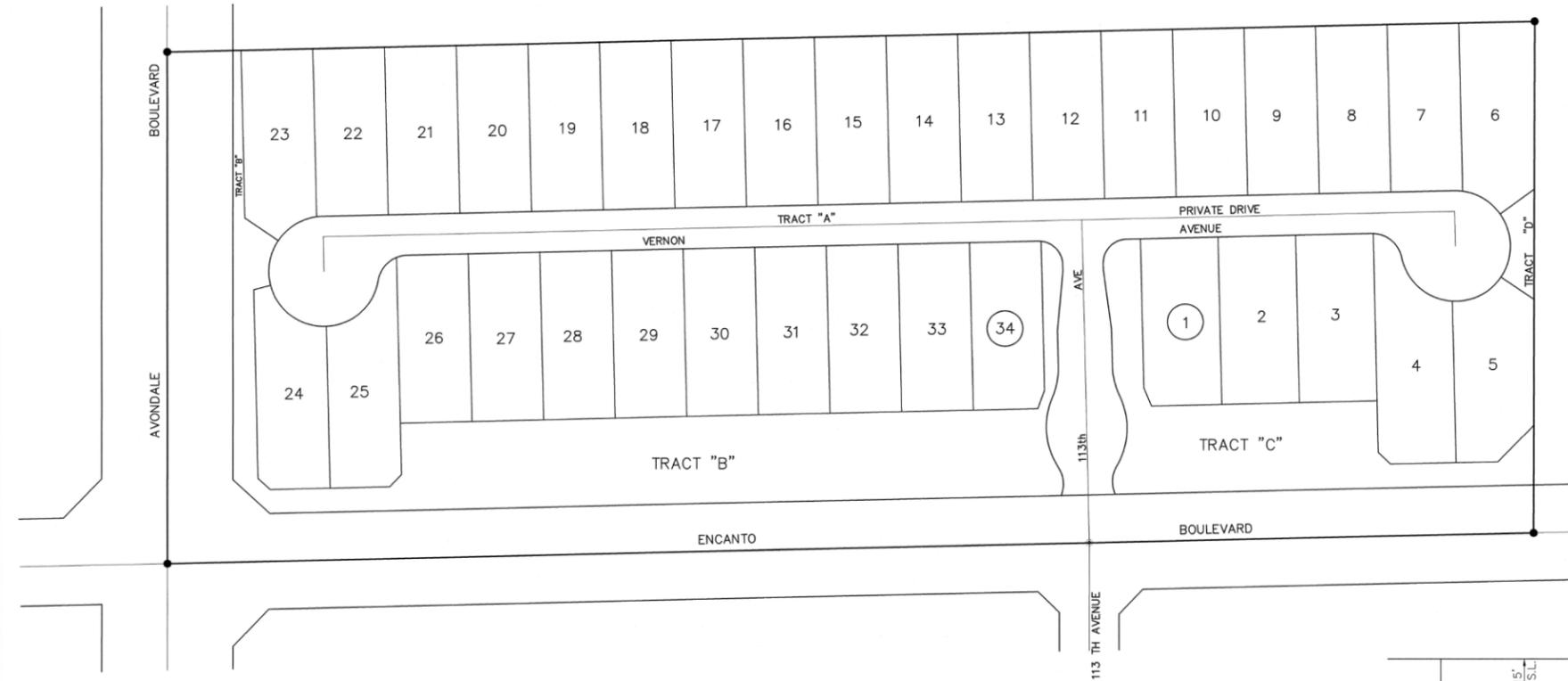
G. DEVELOPMENT STANDARDS

The Development Standards for **San Villagio** are set forth in the table below.

Development Standards	
Minimum Lot Area:	8,100
Minimum Lot Width:	60-feet
Maximum Lot Coverage:	50%
Maximum Building Height:	2-story or 30-feet
Setbacks:	
Front:	20-feet for all lots north of the internal street. 20-feet front entry garage (south lots). 15-feet to side loaded garage, living area or porch (south lots only).
Rear:	15-feet
Side:	No side yard shall be less than five (5) feet. The total of both side yards shall not be less than fifteen (15) feet. (15 feet minimum separation between adjacent structures)
Landscape Setback Along Avondale Boulevard:	Minimum 9-feet.
Maximum Density:	3.52

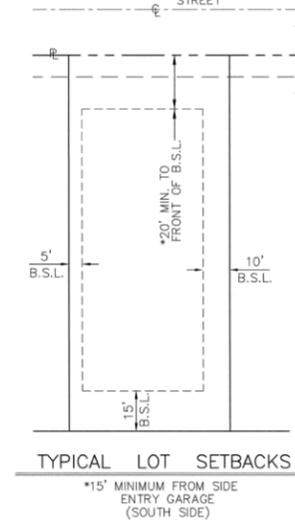
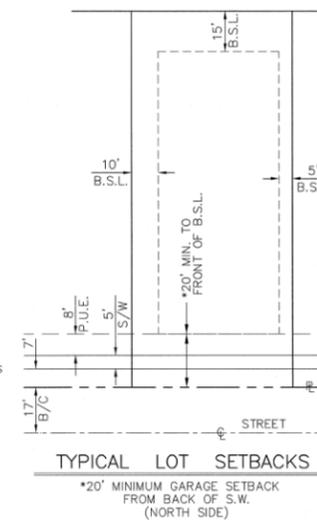
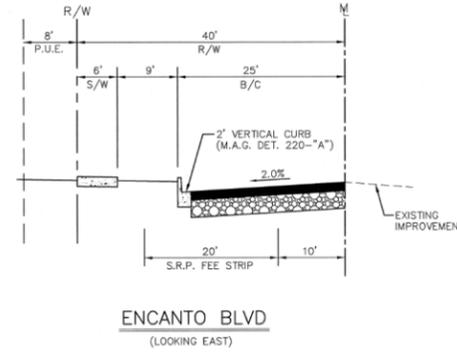
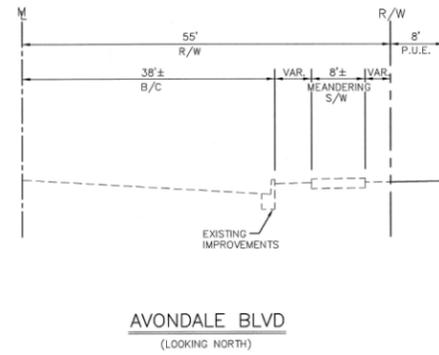
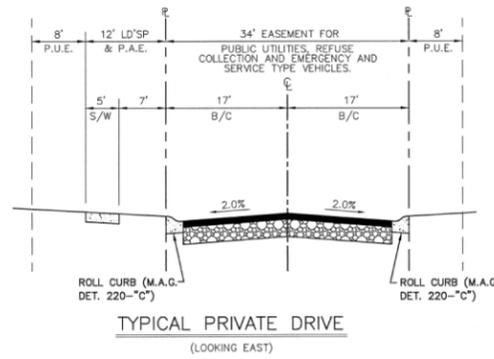
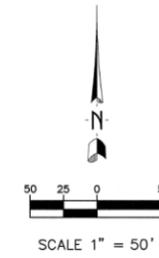
The minimum landscape setback provided along Encanto Boulevard is approximately 20-feet and expands up to approximately 70-feet in width. The Ordinance requires 15-foot landscape setback. It should be noted that no retention basin or ponding area will occur within this required 15-foot landscape setback. The first 8-feet of the required 15-landscape setback are flat. The next 7-feet of the required landscape setback slope downward, at a 5:1 slope, towards the bottom of the retention basin. While this area is not retaining water it is technically part of the very top part of the overall retention basin and therefore this request seeks to increase the maximum retention within the required Encanto Boulevard landscape setback from 50% to 65% to address the technical interpretation of the code.

SITE PLAN FOR SAN VILLAGIO



SITE SUMMARY

EXISTING ZONING: AG
 PROPOSED ZONING: PAD
 GROSS ACRES: 11.2218 ACRES OR 488,821 S.F.
 NET ACRES: 9.6721 ACRES OR 421,316 S.F.
 TOTAL NUMBER OF LOTS: 34
 GROSS DENSITY: 3.03 D.U. PER ACRE
 NET DENSITY: 3.52 D.U. PER ACRE
 OPEN SPACE: 14.91% PER GROSS ACRE
 OPEN SPACE: 17.30% PER NET ACRE
 TYPICAL LOT : 60' WIDTH BY 140' DEPTH
 MAXIMUM LOT COVERAGE : 50%



Clouse Engineering, Inc.
 ENGINEERS • SURVEYORS
 1642 E. Orangewood Ave. Phoenix, Arizona 85020
 Tel 602-395-9300 Fax 602-395-9310

SITE PLAN
SAN VILLAGIO
NEC AVONDALE BLVD & ENCANTO BLVD

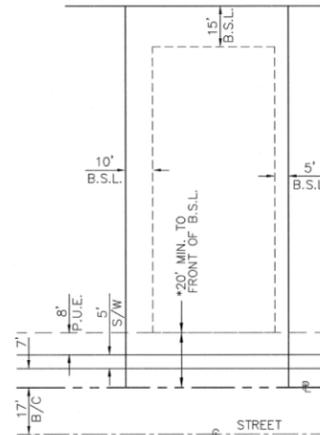
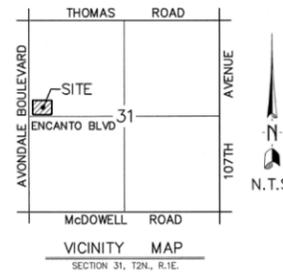
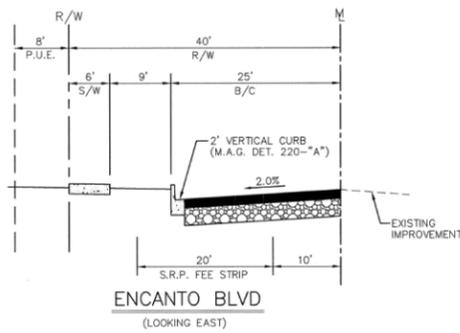
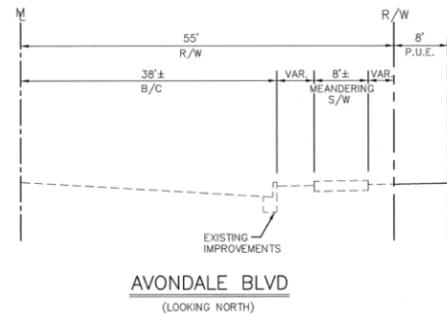
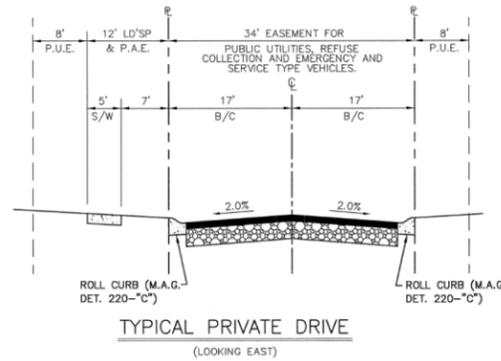


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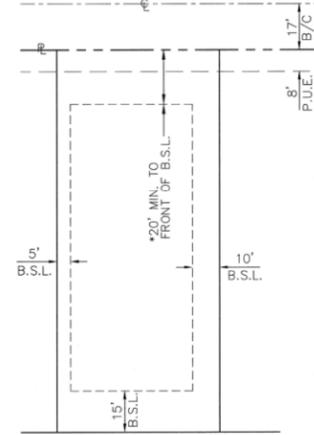
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PRELIMINARY PLAT SAN VILLAGIO

A SUBDIVISION SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 31 OF T.2N., R.1E., G. & S.R.B. & M.



TYPICAL LOT SETBACKS
*20' MINIMUM GARAGE SETBACK FROM BACK OF S.W. (NORTH SIDE)



TYPICAL LOT SETBACKS
*15' MINIMUM FROM SIDE ENTRY GARAGE (SOUTH SIDE)

NOTES

- ALL UTILITY LINES LESS THAN 69 KV SHALL BE UNDERGROUNDED WITH THE FIRST PHASE OF DEVELOPMENT
- ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
- PLANTS LOCATED WITHIN REQUIRED AASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN 2' (SHRUBS) 7' (BOTTOM OF TREE CANOPY)
- ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED PRELIMINARY PLAT AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE.
- THIS PROJECT IS SUBJECT TO CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS (AND MAG SUPPLEMENTAL REGULATIONS), "SINGLE FAMILY RESIDENTIAL DESIGN MANUAL", ZONING ORDINANCE, GENERAL PLAN, AND ANY APPLICABLE SPECIFIC PLANS WITH THE "NORTH AVONDALE SPECIFIC PLAN"
- MAINTENANCE IMPROVEMENT DISTRICT (MID) WILL BE REQUIRED WITH THE FINAL PLAT
- H.O.A. IS RESPONSIBLE TO MAINTAIN LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THEIR DEVELOPMENT AND FOR THE MAINTENANCE OF THEIR PRIVATE STREET SECTION AND ARE RESPONSIBLE FOR STREET SWEEPING OF PRIVATE STREETS
- AVONDALE HAS THE RIGHT TO MAINTAIN PUBLIC WATER AND SEWER LINES IN PRIVATE STREETS. AVONDALE IS NOT RESPONSIBLE FOR THE RESTORATION OF PRIVATE STREET IMPROVEMENTS REMOVED OR DAMAGED DURING MAINTENANCE OF PUBLIC WATER AND SEWER LINES
- TRACT "A" SHALL BE A PRIVATE STREET, OWNER HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF AVONDALE AN EASEMENT FOR INGRESS AND EGRESS, FOR REFUSE COLLECTION, FOR PUBLIC WATER AND SEWER, FOR EMERGENCY VEHICLES AND/OR SERVICE TYPE VEHICLES OVER AND ACROSS TRACT "A" AND THOSE AREAS DESIGNATED AS EMERGENCY ACCESS ON THIS PLAT.

LEGEND

- INDICATES A CORNER OF THIS SUBDIVISION
- +— INDICATES PUBLIC UTILITY EASEMENT, AT ALL LOT FRONTAGE UNLESS NOTED OTHERWISE
- |— 8' P.U.E.
- V.N.A.E. INDICATES VEHICULAR NON-ACCESS EASEMENT
- B.S.L. INDICATES MINIMUM BUILDING SETBACK LINES
- D.E. INDICATES DRAINAGE EASEMENT LINES
- ☉ INDICATES FIRE HYDRANT
- ☉ INDICATES EXISTING FIRE HYDRANT
- P.A.E. INDICATES PEDESTRIAN ACCESS EASEMENT
- S.V.T. INDICATES SIGHT VISIBILITY TRIANGLE
- * INDICATES SINGLE STORY

SITE SUMMARY

EXISTING ZONING: AG
 PROPOSED ZONING: PAD
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 NET ACRES: 9.6721 ACRES OR 421,316 S.F.
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 OPEN SPACE: 14.91% PER GROSS ACRE
 OPEN SPACE: 17.30% PER NET ACRE
 TYPICAL LOT : 60' WIDTH BY 140' DEPTH
 MAXIMUM LOT COVERAGE : 50%

FEMA FLOOD MAP

ACCORDING TO FIRM FLOOD INSURANCE RATE MAP NO. 04013C2085-G DATED SEPTEMBER 30, 2005, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. ZONE X IS DESCRIBED AS: "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD."

BENCH MARK

FOUND BRASS CAP IN HAND HOLE AT THE INTERSECTION OF THOMAS ROAD AND AVONDALE BLVD. (CITY OF AVONDALE DESIGNATION 117) ELEV=1010.35 (NAVD88)

TRACT	USE	AREA
TRACT "A"	PRIVATE DRIVE, UTILITY EASEMENT,	1.2259 Ac.
TRACT "B"	OPEN SPACE, LANDSCAPING, DRAINAGE & RETENTION	1.1618 Ac.
TRACT "C"	OPEN SPACE, LANDSCAPING, DRAINAGE & RETENTION	0.5110 Ac.
TRACT "D"	LANDSCAPING	0.0398 Ac.

ENGINEER

CLOUSE ENGINEERING INC.
 1642 E. ORANGEWOOD AVENUE
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DEVELOPER

NEWMARK HOMES
 8080 E. GELDING DRIVE, SUITE 108
 SCOTTSDALE, AZ. 85260
 PHONE: (480) 505-4600

Clouse Engineering, Inc.
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 TEL 602-395-9300 FAX 602-395-8310

PRELIMINARY PLAT
 SAN VILLAGIO
 NEC AVONDALE BLVD & ENCANTO BLVD



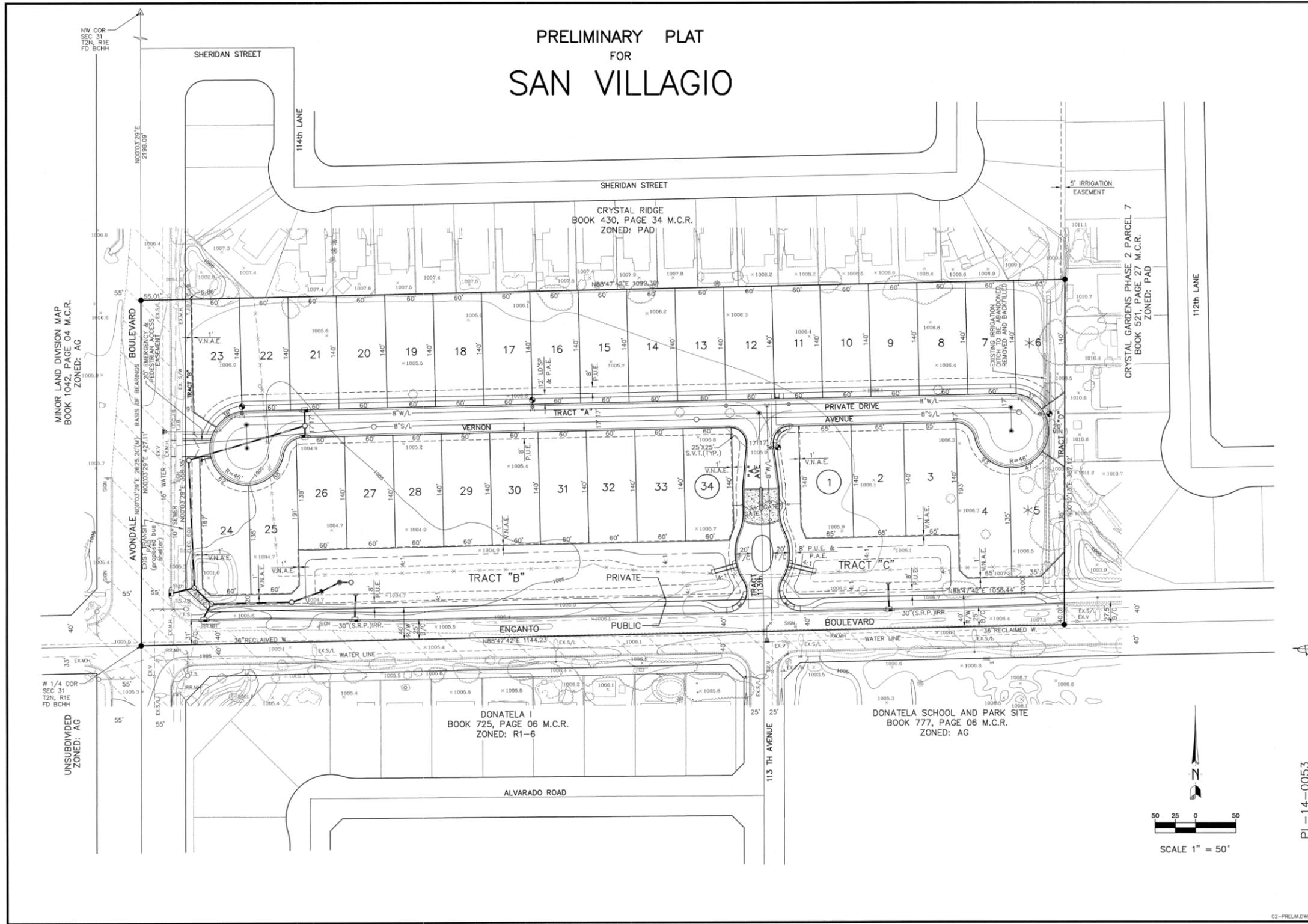
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 08-21-14
 11-3-14

Date
 07-30-13
 As-Built
 Job No.
 130301

1 OF 2

PL-14-0053

01-PRELIM-COVER.DWG



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ARTIZONA

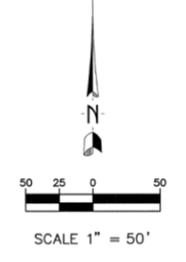
**PRELIMINARY PLAT
SAN VILLAGIO
NEC AVONDALE BLVD & ENCANTO BLVD**



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06-04-14
08-21-14
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PL-14-0053
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Job No.
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2 OF 2



H. LANDSCAPING

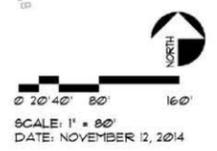
The landscaping for **San Villagio** will be designed to soften and embellish the quality of residential environments. It will provide shade along walkways and public spaces and accent entries. An overall landscape theme and plant palette is created to the identity and natural appearance for the neighborhood. Front yards and public areas will incorporate native plant materials and shade trees that both reduce the urban heat island effect and accentuate the architectural style reflected in the overall design of the **San Villagio** site. The tree species will provide full canopy cover shall be used adjacent to walkways and in front yards.

San Villagio proposes a minimum of 17% (net) open space which exceeds the City's requirement of 15%. **San Villagio** will use densely limbed evergreen plant species to create privacy between neighbors and to screen living areas. Landscaping will be designed to mitigate the heat gain at southern and western exposures of the homes. The Conditions, Covenants and Restrictions (CCR's) for the neighborhood shall address landscape maintenance requirements for open spaces areas, entries, and individual's lots. A maintenance and replacement program shall be put in place to minimize turf areas, trees, and shrubs from becoming a detriment to the neighborhood.

The open space at **San Villagio** is considered the common area portion of the community, located outside of the required setbacks, where there are no buildings, driveways, or parking. The majority of the landscaping along the Avondale Boulevard is 30-feet and tappers down to 9-feet to allow a seamless transition between Crystal Ridge and this project. The minimum landscape setback provided along Encanto Boulevard is approximately 20-feet and expands up to approximately 70-feet in width. The Ordinance requires 15-foot landscape setback. It should be noted that no retention basin or ponding area will occur within this required 15-foot landscape setback. The first 8-feet of the required 15-landscape setback are flat. The next 7-feet of the required landscape setback slope downward, at a 5:1 slope, towards the bottom of the retention basin. While this area is not retaining water it is technically part of the very top part of the overall retention basin and therefore this request seeks to increase the maximum retention within the required Encanto Boulevard landscape setback from 50% to 65% to address the technical interpretation of the code. The site provides landscaped areas that will be used for recreational or gathering purposes and viewed as an amenity to the residents. Trees with wide canopies are to be planted in close proximity to pedestrian walkways to provide cover from the sun. Provide open space in areas that will create focal points and scenic views.

Perimeter walls will be constructed with materials, such as brick, stone and gabions, designed in a style, material and color to complement the neighborhood. The walls will be designed to create an attractive appearance to complement the style and character of the home, street layout, and neighborhood, and in conjunction with the Avondale Zoning Ordinance regulations. The integration of landscaping is important to creating additional visual interest as well as softening the wall's appearance. **San Villagio** landscaping will utilize non-transparent materials for walls that are required for

screening purposes and incorporate standards to provide for wall inserts and/or decorative columns or pilasters to provide relief. The steps in the walls on sloping terrain will follow the terrain and there will be frequent breaks in perimeter walls to allow for pedestrian access to adjacent common areas and streets.



legend:

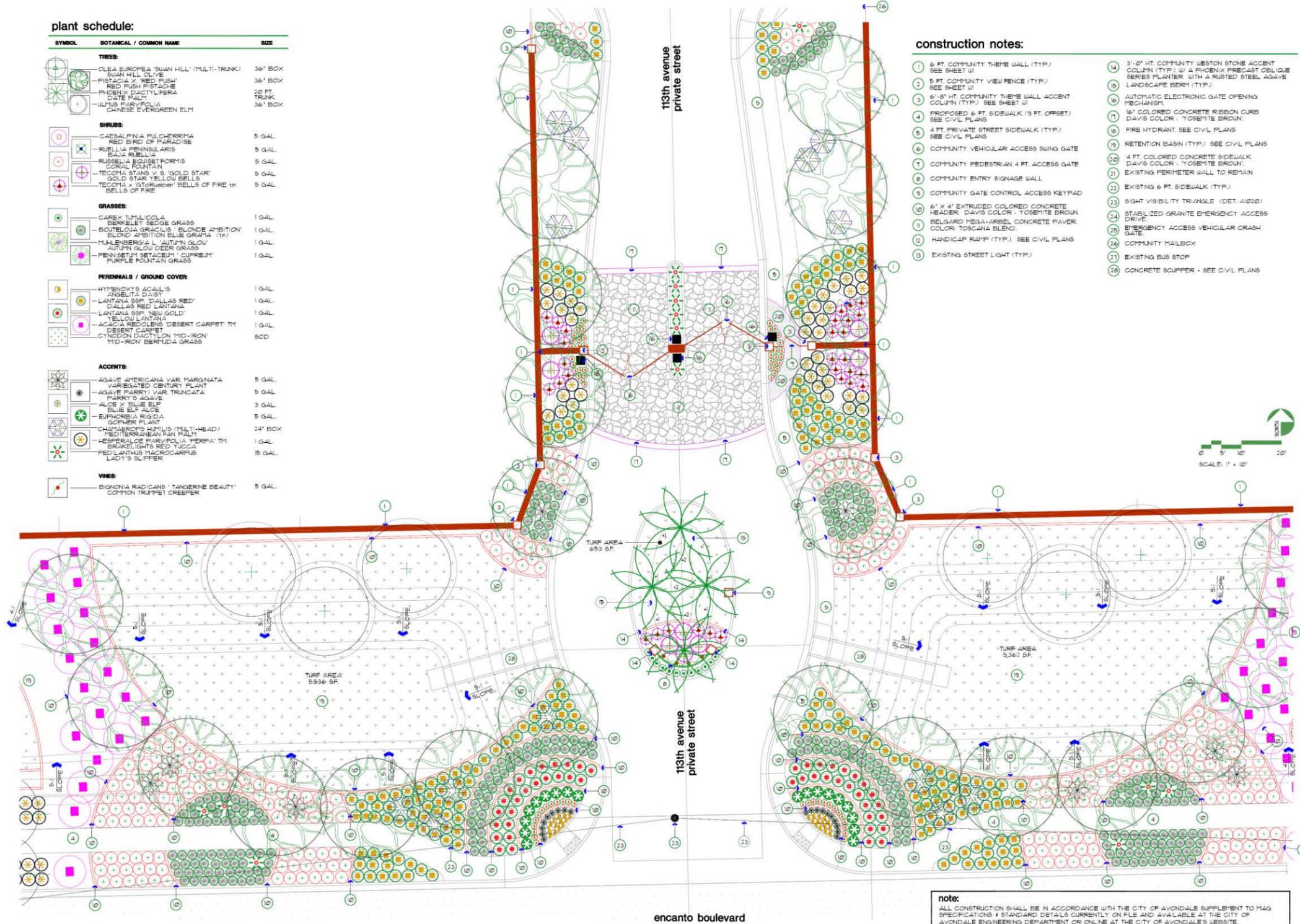
SYMBOL	BOTANICAL / COMMON NAME	SIZE
TREES:		
	OLEA EUROPEA 'SWAN HILL' (MULTI-TRUNK) SWAN HILL OLIVE	36' BOX
	PISTACIA x 'RED FLASH' RED FLASH PISTACHE	36' BOX
	PHOENIX DACTYLIFERA DATE PALM	20 FT. TRUNK
	ULMUS PARVIFOLIA CHINESE EVERGREEN ELM	36' BOX
MATERIALS:		
	CYNODON DACTYLON 'MID-IRON' MID-IRON BERMUDA GRASS	60D
	1/2\"/>	1/2' SCREENED

San Villagio

Illustrative Landscape Plan

plant schedule:

SYMBOL	BOTANICAL / COMMON NAME	SIZE
TREES:		
	OLEA EUROPEA 'SWAN HILL' (MULTI-TRUNK)	36" BOX
	PISTACIA X. 'RED RUB' / RED RUB PISTACHE	36" BOX
	FRAXINUS DACTYLIFERA / DATE PALM	20 FT. TRUNK
	ULMUS PARVIFOLIA / CHINESE EVERGREEN ELM	36" BOX
SHRUBS:		
	CAESALPINIA PULCHERRIMA / RED BIRD OF PARADISE	9 GAL.
	RUBELLA PENNSYLVANICA	9 GAL.
	RUBELLA EQUISSETIFORMIS / CORAL FOUNTAIN	9 GAL.
	TEGOMA STANS V.S. 'GOLD STAR' / GOLD STAR YELLOW BELLS	9 GAL.
	TEGOMA X. 'TOTO' / BELLS OF FIRE	9 GAL.
GRASSES:		
	CAREX TUMULICOLA / BERKLEY BEIGE GRASS	1 GAL.
	BOULEDOIA GRACILIS / BLONDE AMBITION	1 GAL.
	BLOND AMBITION BLUE GRAMA (1P)	1 GAL.
	MULLENBERGIA L. 'AUTUMN GLOW' / AUTUMN GLOW DEER GRASS	1 GAL.
	PENNISETUM SETACEUM 'CUPREUM' / PURPLE FOUNTAIN GRASS	1 GAL.
PERENNIALS / GROUND COVER:		
	HYPERICUM ACALIS	1 GAL.
	ANGELITA D'ASY	1 GAL.
	LANTANA SP. 'DALLAS RED' / DALLAS RED LANTANA	1 GAL.
	LANTANA SP. 'NEW GOLD' / YELLOW LANTANA	1 GAL.
	ACACIA REDOLENS 'DESERT CARPET TM' / DESERT CARPET	1 GAL.
	CYNODON DACTYLON 'MID-IRON' / MID-IRON BERMUDA GRASS	SOD
ACCENTS:		
	AGAVE AMERICANA VAR. MARGINATA / VARIEGATED CENTURY PLANT	9 GAL.
	AGAVE PARRYI VAR. TRUNCATA / PARRY'S AGAVE	9 GAL.
	ALOE X. 'BLUE ELP' / BLUE ELP ALOE	9 GAL.
	EUPHORBIA RIGIDA / COPPER PLANT	9 GAL.
	CHAMAEROPS HUMILIS (MULTI-HEAD) / MID-TERRANEAN FAN PALM	74" BOX
	HESPERALOE PARVIFOLIA 'FERPA' TM / BRACKLEIGHTS RED YUCCA	1 GAL.
	RED LANTHUS MACROCARPUS / LADY'S SLIPPER	9 GAL.
VINES:		
	BIGNONIA RADICANS 'TANGERINE BEAUTY' / COMMON TRUMPET CREEPER	9 GAL.



construction notes:

- 6 FT. COMMUNITY THEME WALL (TYP.) SEE SHEET W
- 9 FT. COMMUNITY VIEW FENCE (TYP.) SEE SHEET W
- 6'-8" HT. COMMUNITY THEME WALL ACCENT COLUMN (TYP.) SEE SHEET W
- PROPOSED 6 FT. SIDEWALK (9 FT. OFFSET) SEE CIVIL PLANS
- 4 FT. PRIVATE STREET SIDEWALK (TYP.) SEE CIVIL PLANS
- COMMUNITY VEHICULAR ACCESS SWING GATE
- COMMUNITY PEDESTRIAN 4 FT. ACCESS GATE
- COMMUNITY ENTRY SIGNAGE WALL
- COMMUNITY GATE CONTROL ACCESS KEYPAD
- 6" X 4" EXTRUDED COLORED CONCRETE HEADERS / DAVIS COLOR: 'YOSEMITE BROWN'
- BELGIARD MEGA-ARIEL CONCRETE PAVEMENT COLOR: TOSCANA BLEND
- HANDICAP RAMP (TYP.) SEE CIVIL PLANS
- EXISTING STREET LIGHT (TYP.)
- 3'-0" HT. COMMUNITY WESTON STONE ACCENT COLUMN (TYP.) w/ A PHOENIX PRECAST OBLIQUE SERIES PLANTER WITH A RUSTED STEEL AGAVE LANDSCAPE BERRY (TYP.)
- AUTOMATIC ELECTRONIC GATE OPENING MECHANISM
- 16" COLORED CONCRETE RIBBON CURB DAVIS COLOR: 'YOSEMITE BROWN'
- FIRE HYDRANT. SEE CIVIL PLANS
- RETENTION BASIN (TYP.) SEE CIVIL PLANS
- 4 FT. COLORED CONCRETE SIDEWALK DAVIS COLOR: 'YOSEMITE BROWN'
- EXISTING PERIMETER WALL TO REMAIN
- EXISTING 6 FT. SIDEWALK (TYP.)
- SIGHT VISIBILITY TRIANGLE (DET. A1020)
- STABILIZED GRANITE EMERGENCY ACCESS DRIVE
- EMERGENCY ACCESS VEHICULAR CRASH GATE
- COMMUNITY MAILBOX
- EXISTING BUS STOP
- CONCRETE SCUPPER - SEE CIVIL PLANS

note:
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO IAGC SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT OR ONLINE AT THE CITY OF AVONDALE'S WEBSITE.



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Avondale, Arizona

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9200 East Prima Center Parkway, Suite 230, Scottsdale, Arizona 85258
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enlarged entry plan



Date November 12, 2014

Revisions

-
-
-

Drawn CB

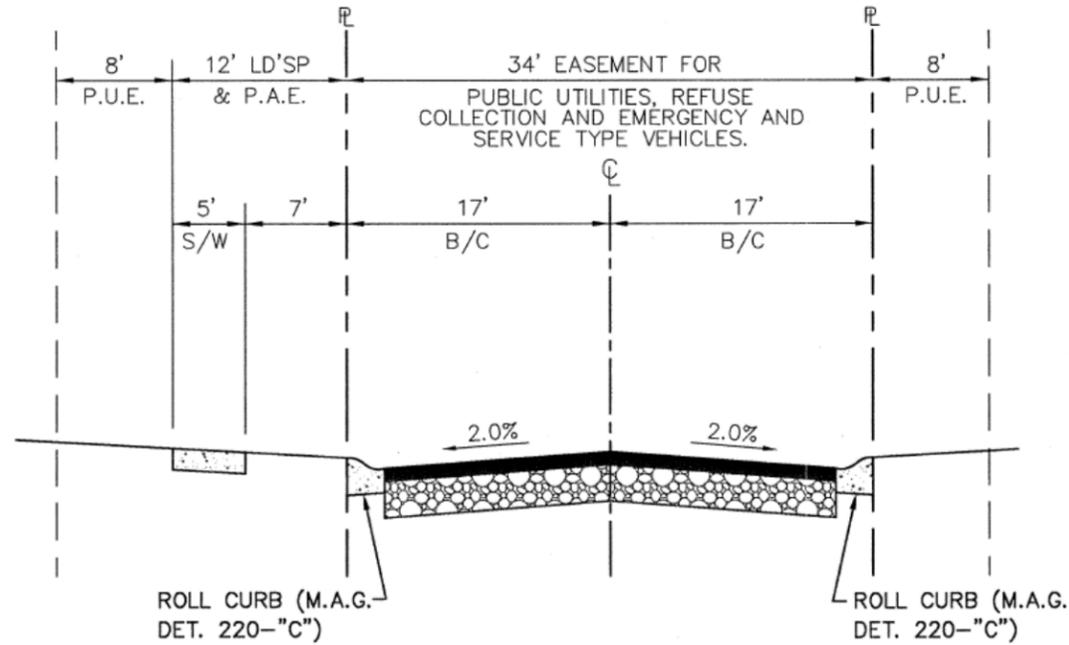
Checked CB

Scale

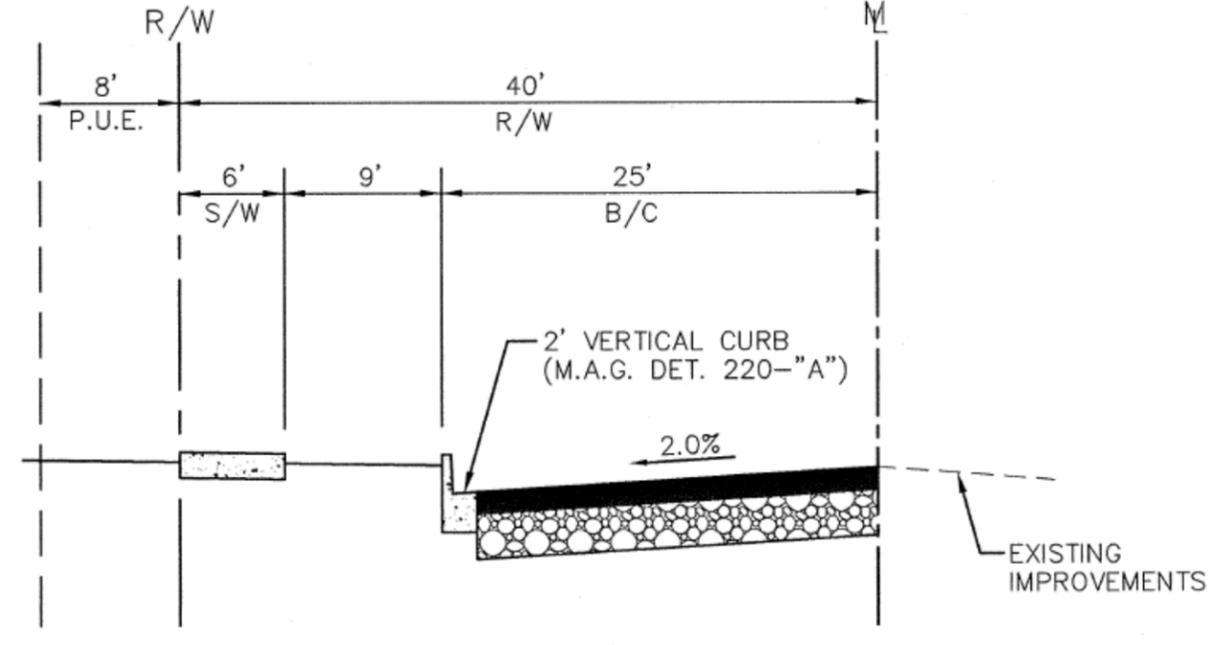
Job No. 1114

L5

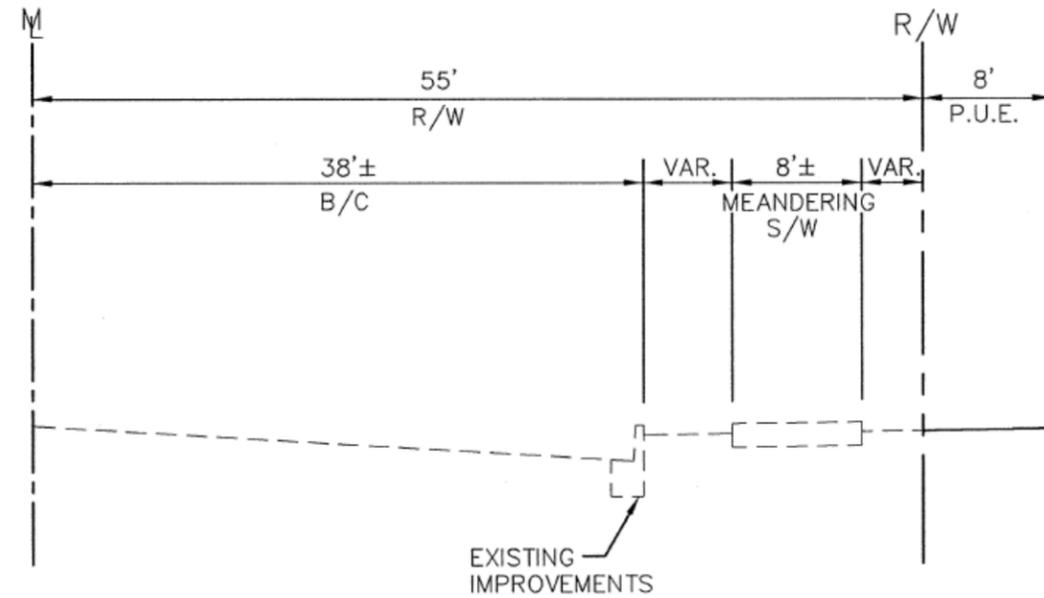
Illustrative Landscape Plan - Entry Landscaping



TYPICAL PRIVATE DRIVE
(LOOKING EAST)

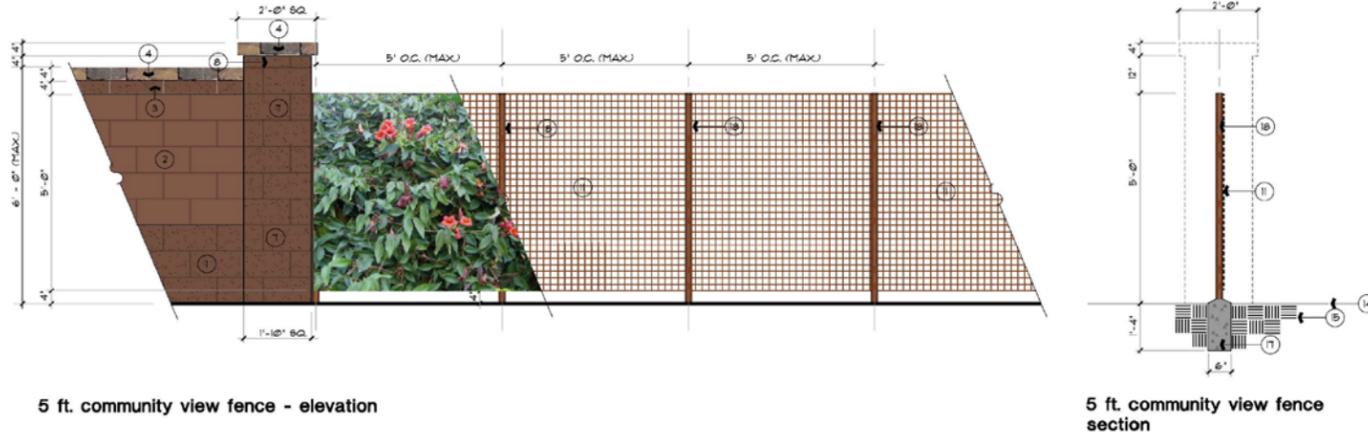
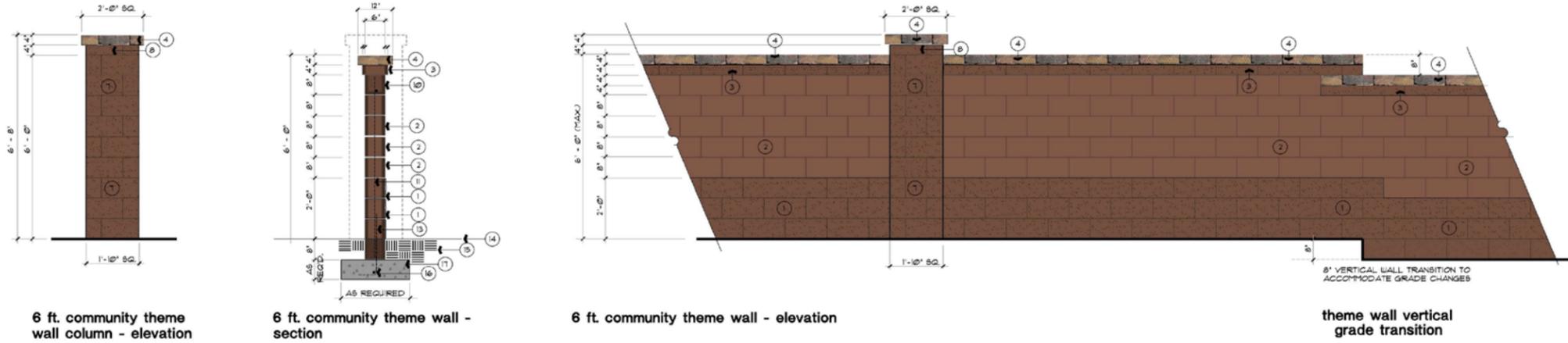


ENCANTO BLVD
(LOOKING EAST)



AVONDALE BLVD
(LOOKING NORTH)

Street Cross-sections



community theme & view wall construction notes:

- 1 6 X 8 X 16 CMU SPLIT-FACE BLOCK (SP16) PAINT FRAZEE COLOR: RAVENWOOD (835D) / LRV1
- 2 6 X 8 X 16 CMU SMOOTH FACE BLOCK (SP16) PAINT FRAZEE COLOR: RAVENWOOD (835D) / LRV1
- 3 8 X 4 X 16 CMU SPLIT-FACE BLOCK (SP16) PAINT FRAZEE COLOR: RAVENWOOD (835D) / LRV1
- 4 BELGARD WESTON STONE UNIVERSAL BLOCK 4" X 8" X 12" COLOR: BELLA BLEND
- 5 BELGARD WESTON STONE UNIVERSAL BLOCK 4" X 8" X 12" COLOR: BELLA BLEND (TRIM BLOCK TO 10" LENGTH)
- 6 2 X 8 X 16 CMU SMOOTH FACE CAP BLOCK (SP16) PAINT FRAZEE COLOR: RAVENWOOD (835D) / LRV1
- 7 6 X 8 X 16 CMU SPLIT-FACE BLOCK (SP16) PAINT FRAZEE COLOR: RAVENWOOD (835D) / LRV1
- 8 6 X 4 X 16 CMU SPLIT-FACE BLOCK (SP16) PAINT FRAZEE COLOR: RAVENWOOD (835D) / LRV1
- 9 6 X 4 X 16 CMU SMOOTH FACE BLOCK (SP16) PAINT FRAZEE COLOR: RAVENWOOD (835D) / LRV1
- 10 HORIZONTAL REBAR IN A 6" GROUTED BOND BEAM. SIZE REBAR AS REQUIRED.
- 11 MONICOLS STEEL 1-1/2" X 1-1/2" RUSTED STEEL WELDED WIRE MESH FABRIC STOCK #5885005 5 FT. X 10 FT. WIRE MESH PANEL (10 GAUGE). TACK WELD WIRE MESH TO STEEL POST.
- 12 VERTICAL REBAR (SIZE & SPACE AS REQUIRED)
- 13 DOUELS TO MATCH 4 LAP VERTICAL REINFORCEMENT. SOLID GROUT WALL GRADE.
- 14 FINISH GRADE
- 15 90% COMPACTED SUBGRADE
- 16 HORIZONTAL REBAR - CONTINUOUS (SIZE AS REQUIRED)
- 17 2500 PSI CONC. FOOTING, SIZE PER STRUCTURAL RECOMMENDATION
- 18 3" SQ RUSTED STEEL POST. INSERT (1) #4 REBAR IN CENTER OF SQUARE TUBE AND GROUT SOLID FOR LONG-TERM STABILITY. INSERT FLAT BLACK PLASTIC CAP WHEN COMPLETE.
- 19 PHOENIX PRECAST PRODUCTS RUSTED STEEL AGAVE - 84G36 WITH FLOWER STALK. BEND METAL TO GIVE A NATURAL APPEARANCE
- 20 PHOENIX PRECAST PRODUCTS OBLIQUE SERIES PLANTERS (* 093610) SMOOTH FINISH / COLOR: BROWN
- 21 PHOENIX PRECAST PRODUCTS LEDGESTONE SERIES CAPS - LCC 24 COLOR: SAGE
- 22 1/6" GALVANIZED STEEL SOLID METAL PANEL



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San Villagio
 Avondale, Arizona

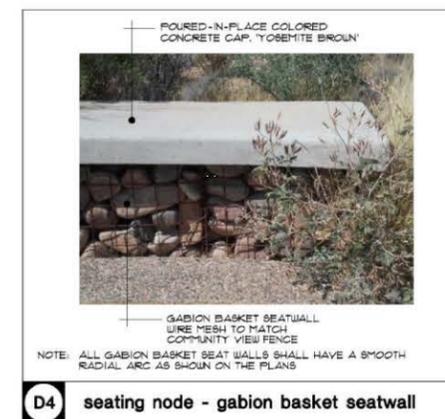
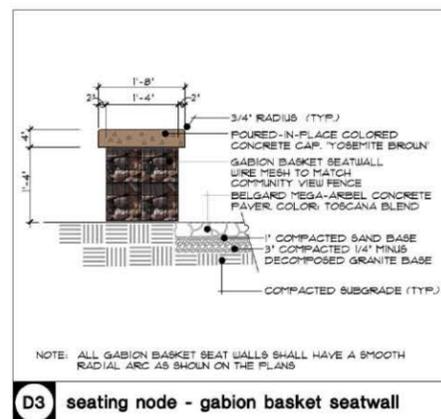
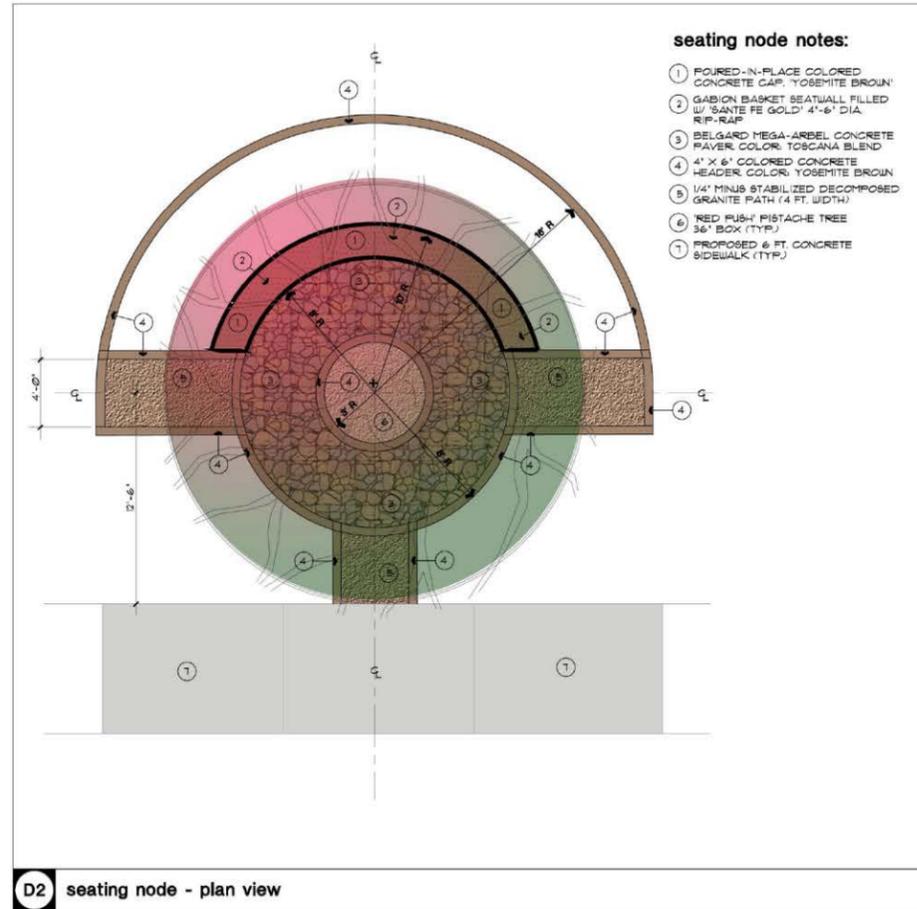
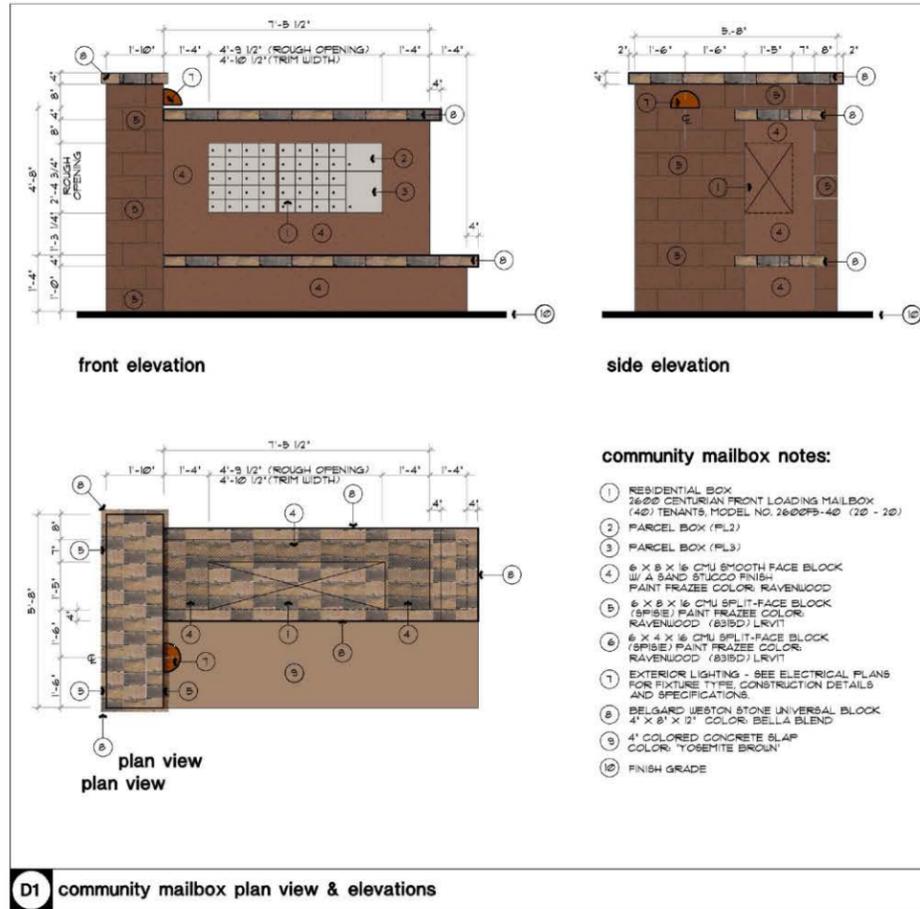
prepared for: Newmark Homes
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perimeter theme wall & entry signage



Date August 15, 2014
 Revisions
 Drawn CB
 Checked CB
 Scale
 Job No. 1114

W1



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mail box / seating node details



Date November 12, 2014

Revisions

-
-
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Drawn CB

Checked CB

Scale

Job No. 1114

W2

I. HOUSING PRODUCT & PROPOSED ARCHITECTURE

Newmark Homes proposes the following architecture renderings and floor plans as a description of the housing designs for **San Villagio**. The innovative designs and elevations will have architectural influences consisting of Spanish Colonial, Craftsmans, European Cottage, Spanish Monterey and Ranch Territorial. The homes will provide diverse housing products, floor plans, and architectural styles eliminating the redundancy of new tract home developments with smaller narrow lots, uniform setbacks and garage dominance.

These building plans provide key components, such as materials used in constructing, finishing and accenting the residences, which will add value to the exterior finishes, creating a viable streetscape and attractive neighborhood. **San Villagio** will ensure that the residential development is architecturally diverse with quality designs, variation in home sizes, floor plans and elevations contribute to such diversity.

The homes at **San Villagio** will promote high-quality, architectural designs that enhance the character of the City of Avondale, while establishing an unique neighborhood identity with amenities such as symmetry, articulation, massing, window treatments, building materials, colors, trim, courtyards, porches and columns. The homes will have a minimum of five distinct floor plans with a minimum of three dissimilar elevations and eight different color schemes for the neighborhood. **San Villagio** will utilize energy-efficient components and building materials in order to conserve energy and promote the City of Avondale as a sustainable community and will include energy-efficient and environmentally conscious elements, a well-constructed and tightly sealed thermal envelope, high-efficiency heating and cooling systems and energy-efficient doors, windows, and appliances. The homes at **San Villagio** will reflect Energy Star measures such as a complete thermal enclosure system, energy-efficient features such as LED lighting, radiant barrier insulation systems, high-performance windows, dual flush toilets, and low-flow faucets and shower heads. The front yard landscape packages will be designed with conserving water techniques, minimize turf areas, group plants by their watering needs and utilize drip irrigation, selection of plants appropriate to the area and allow plants to grow naturally.

The roof material for the homes will consist of high-quality, durable, natural materials and will exhibit earth-tone colors. The metal flashing, vents, pipes, electrical panels and other exposed metal will be painted to match the color of the house. Each home shall utilize six or more of the following elements to enhance the home's character; recessed or projecting architectural elements, trellises, awnings, porches, columns, decorative doors and windows, exterior moldings, wood or metal accents, arched windows and shutters. Pillars, columns, and posts will be architecturally enhanced with stucco, brick, stone, or other authentic materials for visual interest.

Outdoor lighting at the entry areas are required as a standard feature, coach lights will be installed at garage(s) as a standard feature to create a safe environment.

San Villagio
PROPOSED HOME PROGRAM

RESIDENCE 1

- 1,970 Livable Square Feet
- Single Story
- Great Room, 3 Bedroom, 2 Bath, Breakfast Nook
- 3 Car Tandem Garage
- Covered Entry Porch, Covered Patio

RESIDENCE 2

- 2,129 Livable Square Feet
- Single Story
- Great Room, 3 Bedroom, 2 Bath, Den/Dining, Breakfast Nook
- 2 Car Garage with a 3 Car Garage Bay (side entry)
- Courtyard, Covered Entry, Covered Patio

RESIDENCE 3

- 2,422 Livable Square Feet
- Single Story
- Great Room, 3 Bedroom, 3 Bath, Den/Dining, Breakfast Nook
- 3 Car Tandem Garage
- Courtyard, Covered Entry, Covered Patio

RESIDENCE 4

- 2,541 Livable Square Feet
- Two Story
- 4 Bedroom, 2 Bath, Powder Room, Living Room, Dining Area, Breakfast Nook, Family Room
- 3 Car Tandem Garage
- Covered Entry Porch, Covered Patio

RESIDENCE 5

- 2,856 Livable Square Feet
- Two Story
- Great Room, 4 Bedroom, 2 Bath, Powder Room, Breakfast Room, Dining Room, Den, Large Loft
- 3 Car Tandem Garage
- Covered Entry, Covered Patio



RESIDENCE 50-2518 - RANCH TERRITORIAL "B"
STANDARD

RESIDENCE 50-3134 - SONOMA COUNTRY "C"
STANDARD

RESIDENCE 50-2120 - SPANISH COLONIAL "A"
STANDARD

FRONT ELEVATION STREETScape 1



RESIDENCE 50-2859 - SPANISH MONTEREY "A"
STANDARD

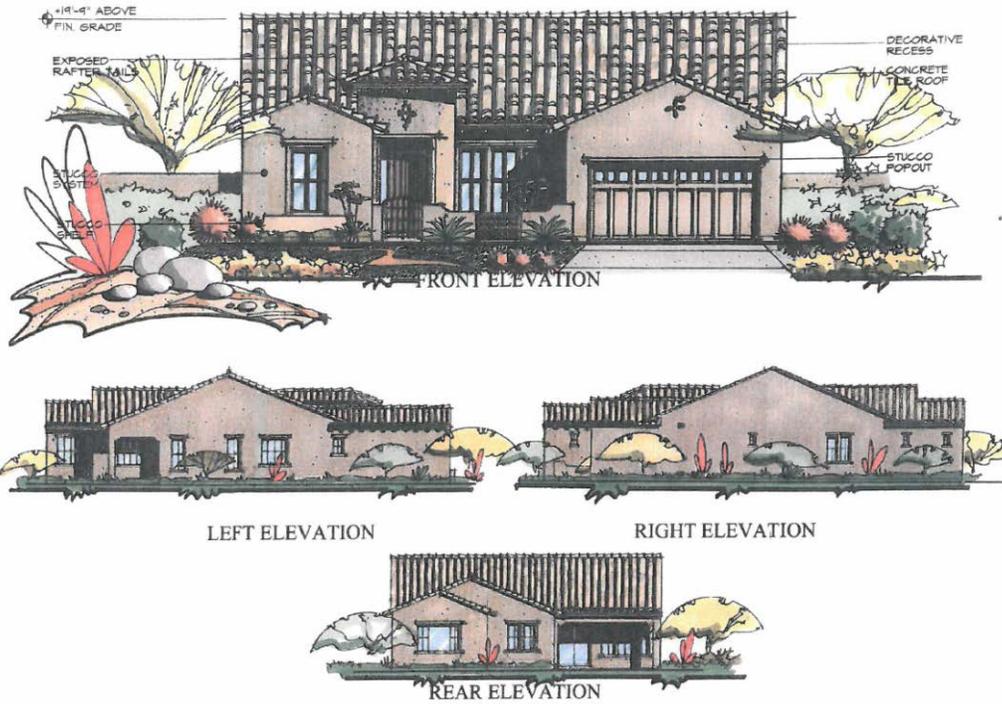
RESIDENCE 50-2285 - RANCH TERRITORIAL "B"
STANDARD

RESIDENCE 50-3549 - EUROPEAN COTTAGE "C"
STANDARD

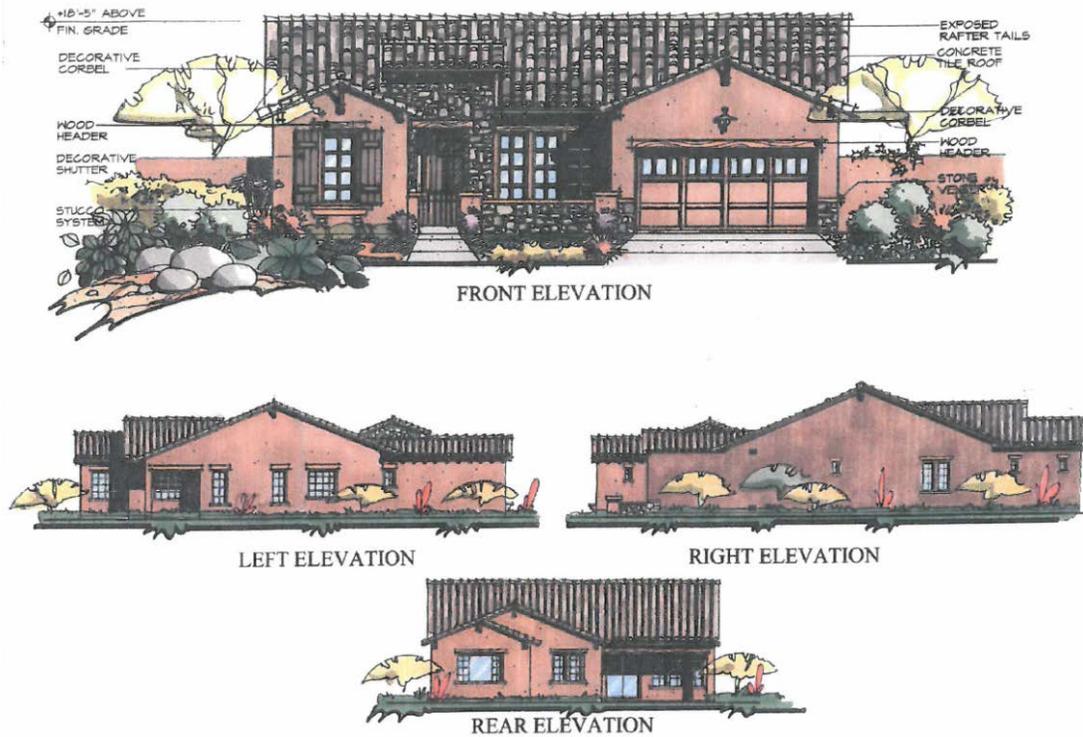
FRONT ELEVATION STREETScape 2

Illustrative Streetscape

The following pages are the illustrative architectural drawings for the proposed homes at the San Villagio community.

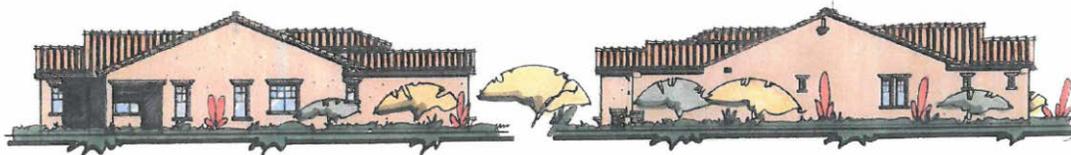
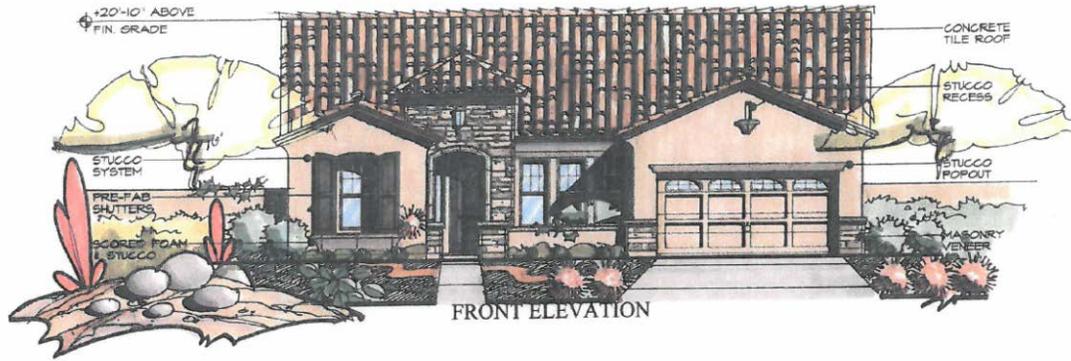


Spanish Colonial – A



Sonoma Country - B

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE



LEFT ELEVATION

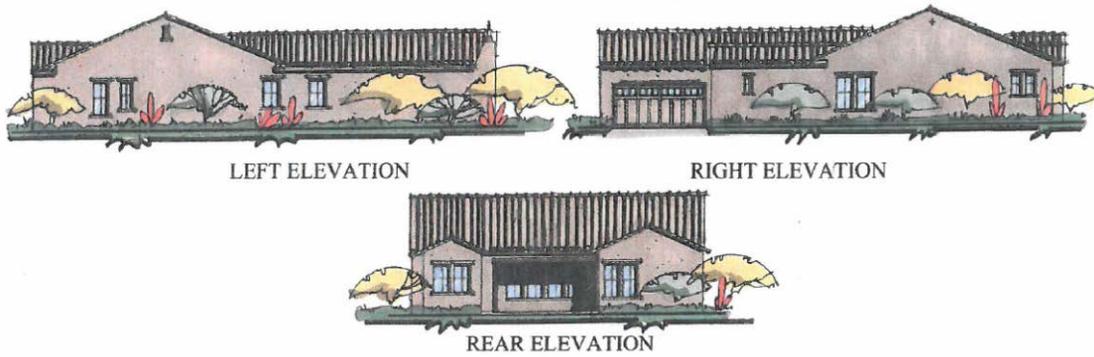
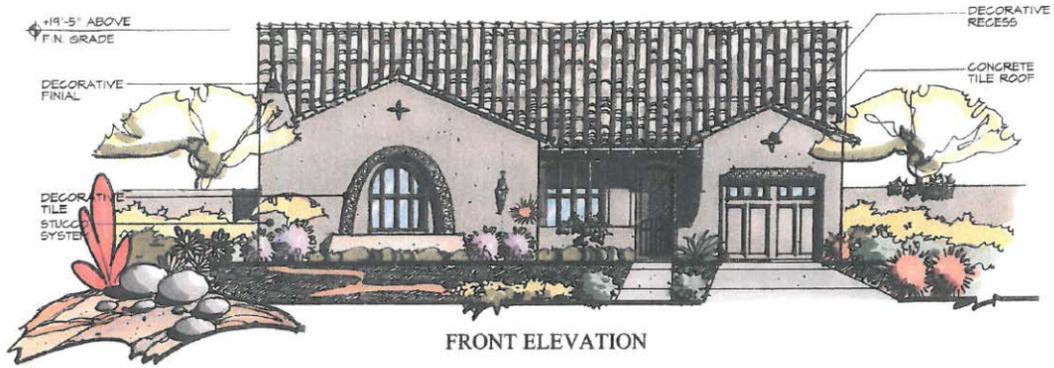
RIGHT ELEVATION



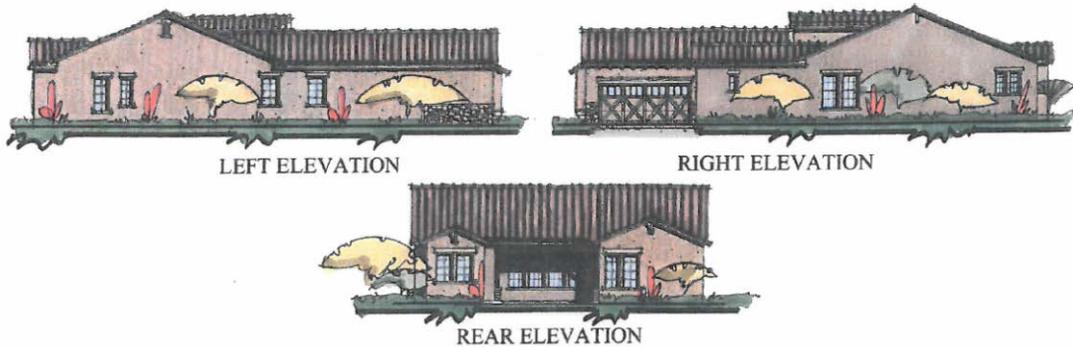
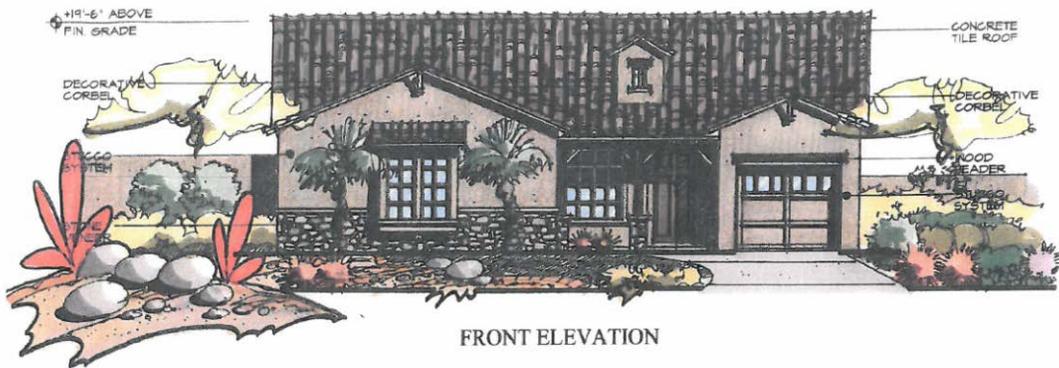
REAR ELEVATION

European Cottage - C

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE

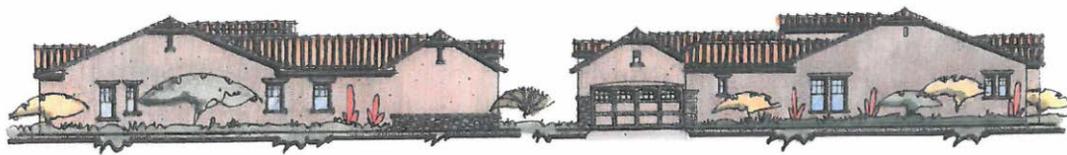
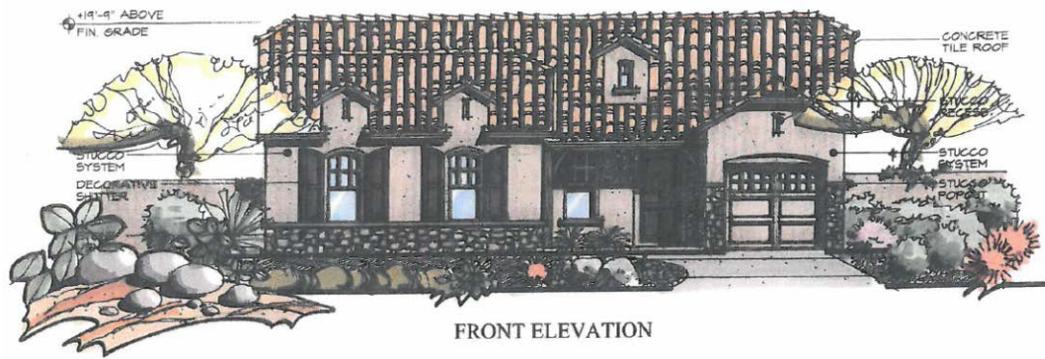


Spanish Colonial – B



Ranch Territorial - B

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE



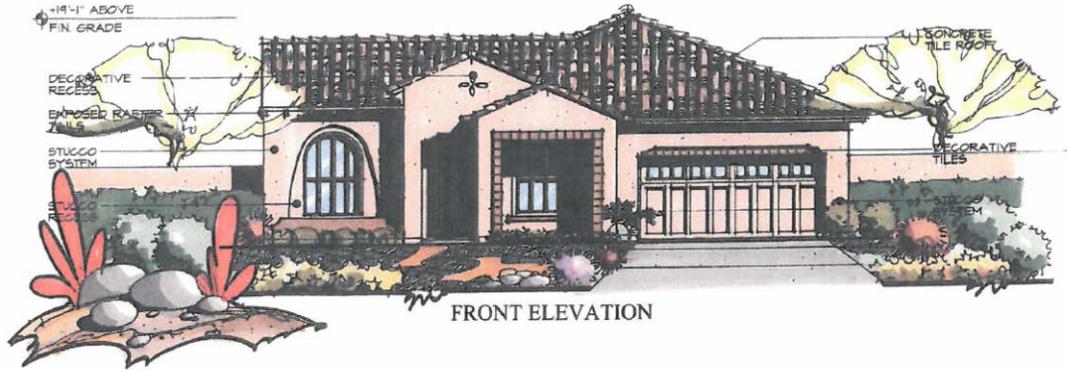
LEFT ELEVATION

RIGHT ELEVATION

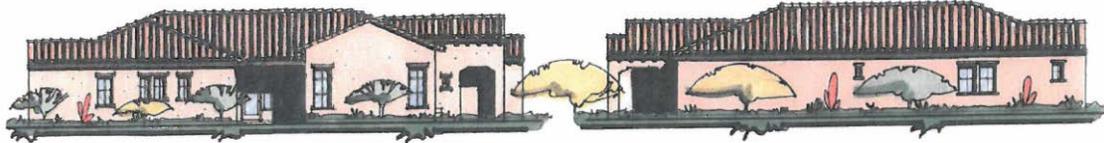


European Cottage - C

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE



FRONT ELEVATION



LEFT ELEVATION

RIGHT ELEVATION

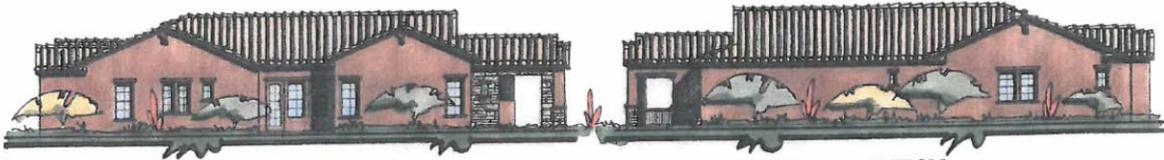


REAR ELEVATION

Spanish Colonial – A



FRONT ELEVATION



LEFT ELEVATION

RIGHT ELEVATION



REAR ELEVATION

Sonoma Country - B

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE



Ranch Territorial - C

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE



Spanish Monterey – A



Ranch Territorial - B

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE

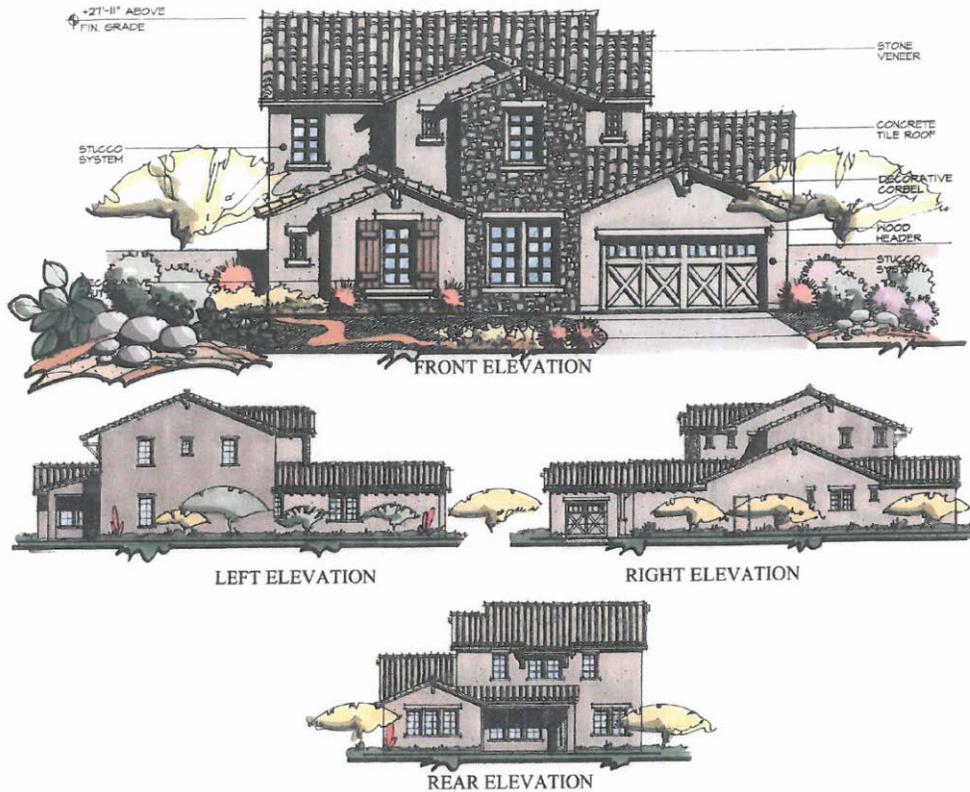


Spanish Colonial - C

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE

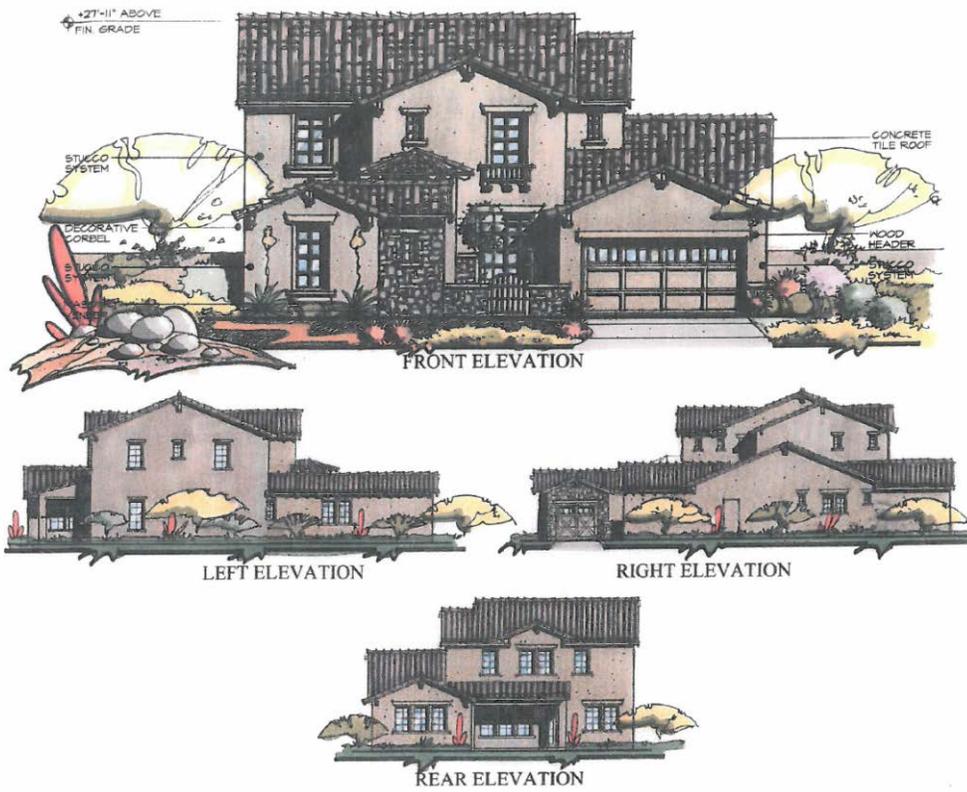


Spanish Colonial – A



Ranch Territorial - B

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE



Sonoma Country - C

ILLUSTRATIVE EXAMPLE OF ARCHITECTURE

J. BUILDING GUIDELINES

Newmark Homes has agreed to the following community guidelines:

- **San Villagio** will be a gated community with private streets.
- The homes at **San Villagio** will be constructed in accordance with the 2012 International Energy Conservation Code.
- All homes will have a professional designed front yard landscape package consisting of trees, shrubs, boulders, rocks and an automatic watering system.
- The exterior and interior of all the homes will be painted with low VOC paints and consist of eight exterior color schemes.
- All homes will have Energy Star rated appliances installed at the time of construction.
- The submitted plan has demonstrated the integration of the community home sites and the open spaces on the southern boundary of the community.
- The **San Villagio** conceptual site plan has 17% open space which exceeds the 15% minimum requirement.
- Newmark Homes is proposing the use of theme block walls for all perimeter walls and will work closely with the City of Avondale on the appropriate design of the theme walls.
- Newmark Homes will work in coordination with the City of Avondale Engineering Department to accommodate street right-of-ways, access controls, lighting, utilities and maintenance requirements for the community.
- Each home at **San Villagio** will be pre-plumbed for a future solar system as a standard feature and every new home buyer will have the ability to install a solar option to their residence with a minimum 15KWH system.
- All of the cabinetry for the homes at **San Villagio** will have formaldehyde fire cabinets.
- Solar tubes (or equal) and other passive day lighting options with appropriate shading will be used in the homes at **San Villagio** to mitigate heat transfer through glazing in the summer time.
- LED light bulbs will be a standard for all light fixtures.
- The standard water heater for the homes at **San Villagio** will be tankless.

COMMUNITY STANDARD FEATURES

Note: In case of a conflict between the materials and finishes listed on the Standard Feature information sheet and the adopted Avondale codes in effect at the time of permitting, the current Avondale codes shall prevail.

NEWMARKHOMES

San Villagio Quality Features

First Impressions

- ◆ Oversized large home-sites
- ◆ Complete front yard landscaping with automatic watering system
- ◆ Courtyards and covered porches per elevation
- ◆ Carriage style garage door per elevation
- ◆ Garage door opener included
- ◆ Covered entryways
- ◆ Integrated concrete roof tiles
- ◆ 8' front entry doors
- ◆ Choice of finish for entry hardware
- ◆ Spanish Monterrey exterior stucco finish
- ◆ Choice of 8 exterior color schemes per elevation
- ◆ 42" iron side gate with 4" wood cedar slats
- ◆ Stone and brick veneer (per plan and elevation)
- ◆ Covered rear patio with stucco columns
- ◆ Broom finish concrete driveway and entry walk

Take a Look Inside

- ◆ Magnificent Entry
- ◆ Impressive 18"x18" ceramic tile floor at Foyer, Kitchen, Laundry Room and all Bathrooms
- ◆ Hand-crafted light skip trowel interior wall finish with rounded corners
- ◆ 9' high interior ceilings
- ◆ Elegant light fixture package
- ◆ Full depth linen closet shelves
- ◆ 3¼" base moulding and 2¼" door casing
- ◆ Choice of three styles of interior doors with three finish options of interior handle sets
- ◆ High quality interior paint finishes
- ◆ Semi-gloss paint in Kitchen, Bathrooms and closets
- ◆ Non-painted door hinges

Quality Construction

- ◆ Post tension concrete foundations
- ◆ Front and rear exterior hose bibs
- ◆ Structured wiring for three data/telephone and three cable television
- ◆ Ceiling fan outlets in Great Rooms and all bedrooms
- ◆ Five year termite pre-treatment

Energy Saving Features

- ◆ Low "E" windows
- ◆ 14 SEER air conditioning gas furnace units
- ◆ 50-gallon gas water heater
- ◆ R-38 ceiling insulation
- ◆ R-19 composite exterior wall insulation
- ◆ Energy Saving Compact Fluorescent Light Bulbs

Luxurious Owner's Suites

- ◆ Dual sinks and cultured marble vanity countertops with detailed edge
- ◆ Chrome lighting and bath accessories
- ◆ Spacious walk in closets
- ◆ Mirrored recessed medicine cabinets
- ◆ Bathtub and separate shower with cultured marble surrounds
- ◆ Clear glass shower enclosure with chrome frame
- ◆ Elongated commodes

Outstanding Kitchens

- ◆ Maple cabinetry with 36" upper cabinets
- ◆ "Whirlpool" self-clean range with cooktop, microwave hood & dishwasher
- ◆ Granite countertops
- ◆ Stainless steel sink with single lever and sprayer
- ◆ Generous Kitchen Islands (per plan)
- ◆ Recessed lighting in all Kitchen areas

Broker Participation Welcome

(Broker must accompany buyers on first visit to community)



Reported square footages are approximate and based upon architectural design; area may vary according to construction, material and elevation. Floor plans, pricing, terms, availability and specifications may change without prior notice, and may vary by neighborhood, lot location and home series. Floor plans and elevations are artist renditions and for illustration only; see sales associate for current plans. Floor plans and elevations are solely owned and are protected by law. Any unauthorized use is prohibited. Effective: 08/29/14

K. MAINTENANCE of COMMON AREAS and ADJACENT RIGHT-OF-WAY

As noted, this will be a gated subdivision with private streets. The private streets within the subdivision will be maintained by the Homeowner's Association.

The private street section proposed is identical in width as the public street standard for the City of Avondale. There is no need to restrict parking on the private streets. In addition, there will be adequate parking in the driveways of each home.

There will be a refuse collection easement dedicated to the City of Avondale over the private streets for trash collection.

L. INFRASTRUCTURE

The water and sewer to the property and distribution will be public. Because public water and sewer lines are proposed on private land, the lines will be in an easement provided to the City that allows the City of Avondale access for maintenance, which also indemnifies the City of Avondale for any damages to pavement during maintenance operations.

There is a buried irrigation line (class RGRCP unknown) in the proposed public right-of-way on Encanto Boulevard. Staff believes the irrigation line is located in a USA Fee Title area. It is the applicant's responsibility to approach SRP irrigation about allowing a roadway license over the USA Fee land. If SRP will not entertain a roadway license, then the applicant will need to coordinate with SRP for an alternative solution that also satisfies the City's requirements.

We have obtained a letter from SRP to allow the existing irrigation line and easement to remain in its current location. (See attached).

There is no irrigation line on our eastern property line of that size. The 5' irrigation easement that was dedicated on the Crystal Ridge Subdivision provided water to the subject property. Once the subject property is subdivided, this line will be abandoned. In addition, see a copy of the current SRP Zanjero map 2013, copy attached.

We will be working with SRP to provide public and private lighting for the subdivision.

San Villagio will be developed in one phase based on the market demand. The necessary road, water, sewer, on-site and off-site storm water retention; landscaping and open space improvements will be constructed as part of the development and in compliance with City requirements.

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

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www.ecllaw.com

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

October 31, 2014

***Citizen Participation/Outreach Final Summary Report
Rezoning with companion Preliminary Plat Requests
(Application: PL-14-0054)
Northeast corner of Avondale Boulevard and Encanto Boulevard***

REQUEST

Newmark Homes (“Applicant”) is submitting this submittal request for approval of a Rezoning with a companion Preliminary Plat for an approximately 10 acres infill property located at the northeast corner of Avondale and Encanto Boulevards, in the City of Avondale, Arizona. The new residential community will be called “***San Villagio***.”

San Villagio proposes a new residential community on a site that is currently vacant and undeveloped. The property is a rectangular shaped property and is generally bounded by the existing Crystal Ridge residential development on the north, the existing Crystal Gardens residential development on the east, Encanto Boulevard on the south, and Avondale Boulevard on the west.

The primary request is to rezone the subject 10 acre infill property from Agricultural (AG) to Planned Area Development (“PAD”) with detailed guidelines to allow a 34-lot detached single family residential home community. The proposed density for this residential development is 3.52 dwelling units per acre. This request also seeks a companion Preliminary Plat approval.

The Avondale General Plan 2030 Land Use Map identifies the subject property as Medium Density Residential with a density range of 2.5 to 4.0 dwelling units per acre (du/ac). The purpose of the PAD is to encourage the establishment of functional and attractive residential community. ***San Villagio*** is an innovative and well-designed residential community that incorporates existing significant barriers into the overall design of the community. The residential community has been attractively configured to maximize personal space and open space on an approximate 10 acre site. This submittal has all of the design elements to exceed the City of Avondale expectations for residential development.

OVERVIEW OF ELEMENTS OF CITIZEN NOTIFICATION

The Citizen Participation/Outreach Final Summary Report was prepared in accordance with the City of Avondale requirements. As prepared, the Final Summary Report meets the City’s Citizen Participation Review Process requirements and the recommended notification area as identified by the Planning Department. In accordance with requirements of the Ordinance, the following process was completed:

- A Neighborhood Meeting was deemed to be the most appropriate notification technique to inform the adjacent property owners/residents and those interested of the request.
- On October 14, 2014, Earl, Curley & Lagarde P.C. mailed the required Neighborhood Meeting invitation letter (*See Appendix*). There were a total of 171 letters mailed to all property owners within 500-feet of the subject site (as provided by the Maricopa County Assessor data base) to advise them of the proposed Rezoning (PAD) and Preliminary Plat applications and to notify them of the neighborhood meeting to discuss the applications.
- The list of property owners within 500-feet of the subject site along with the assessor's map showing which property owners were notified is provided (*see Appendix*).
- The letter invited residents to attend the neighborhood meeting at Avondale City Hall, Mojave Conference Room, 11465 W. Civic Center Drive, Avondale, Arizona 85323 on Wednesday, October 29, 2014 @ 6:00 PM. The letter provided a brief explanation of the proposed application and explained the purpose of the meeting and included an aerial exhibit showing the location of the property.
- The neighborhood meeting letter also included the applicant's contact information, such as address, phone, e-mail, and fax number, so if anyone wanted to express concerns, issues, or problems, they could also do so by calling, writing, emailing, or faxing the applicant.

NEIGHBORHOOD MEETING

- A neighborhood meeting was held on Wednesday, October 29, 2014 @ 6:00 PM.
- The neighborhood meeting was held to inform those in attendance of the proposed applications and to receive input from those in attendance. Only 3 people attended the neighborhood meeting and they registered their attendance on the sign-in sheet (*See Appendix*).
- Once the residents noted above arrived, Michael Curley, on behalf of the property owner, opened the meeting with a Power Point presentation. The presentation was shown to allow the attendees the opportunity to view the elements of the proposed requests and the proposed design character.
- Mr. Curley explained the existing General Plan land use designation and the nature of the existing zoning on the property. Mr. Curley's presentation then proceeded with a brief description of surrounding uses and surrounding zoning approvals.
- Mr. Curley explained that the Rezoning and Preliminary Plat requests were for the approximately 11 acres property located at the northeast corner of Avondale and Encanto Boulevards.

- Mr. Curley further explained that the intent of this PAD requests is to establish specific standards to guide the development for a quality residential community with up to 34 single family residential homes. The San Villagio residential development will be of an upscale nature that will entice new single-family home buyers to this area of the City.
- Additionally, Mr. Curley explained that the proposed lot sizes are a minimum of 8,100 square feet with an average lots size of 8,600 square feet. The proposed lots sizes are larger that the Crystal Ridge subdivision to the north by approximately 3,000 square feet and approximately 800 square feet larger than the Crystal Garden and Donatela subdivisions to the east and south. He showed a Conceptual Site Plan exhibit which identifies the location of detached single-family homes and the location of the retention areas for the project.
- After the Power Point presentation, the floor was opened for questions and comments from the attendees.
- There was no opposition to the overall detached single family homes requests. Their main comments related to restricting 2 lots to no two-story homes, setbacks along the east property line, and the wall design along one lot.

The questions from the neighborhood meeting consisted of:

Questions:	Responses:
What percentage of the subdivision could be two stories?	The market will dictate the amount of two-story homes. However, current trends are most families prefer single story homes.
Would we consider limiting Lot #5 and Lot #6 to single story?	Yes. We believe the developer is willing to stipulate to "No 2-story Homes shall be permitted on Lot #5 and Lot #6?"
Would we consider redesigning the rear property wall along Lot #5? Add a chamfer at the southeast corner of Lot#5.	We will look into this request and evaluate whether a chamfer can be designed into the rear lot. However, we believe we can provide a 30' x 30' chamber.
What size are the proposed homes?	There are five different house products. The homes will have a minimum of five distinct floor plans with a minimum of three dissimilar elevations and eight different color schemes for the neighborhood. The home size will range from approximately 2,800 square feet under roof to over 3,300 square feet under roof.
What are the proposed setbacks?	20-feet for all lots north of the internal street. 18-feet front entry garage. 15-feet to side loaded garage, living area or porch.
Is a bus shelter proposed?	Yes. However, The City's transit coordinator has informed review staff that it is highly unlikely a bus route will ever

	go north on Avondale Boulevard past San Villagio and Therefore, asked us to delete the bus shelter and all references to the bus shelter from our rezoning case.
Comments was made that they wish a builder would develop the property at Thomas and Avondale Blvd.	No comment since that property it is not part of this request.
What is planned for the wall along the northern property line?	The current plan is to evaluate the existing wall to see if that wall can be used as a common wall.

APPENDIX

1. Neighborhood Meeting Notification Letter;
2. Property Ownership Notification Map – 500 feet;
3. Property Ownership List – 500 feet; and
4. Neighborhood Meeting Sign-In Sheet;

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

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

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

October 14, 2014

RE: San Villagio (Case No.: PL-14-0054)
Northeast corner of Avondale Blvd and Encanto Blvd.

Dear Property Owner:

You are invited to attend a neighborhood meeting to discuss our Rezoning application. This letter is to inform you that Mr. James Abraham, Clouse Engineering, Inc., on behalf of the property owners, has filed application PL-14-0054, San Villagio Rezone, a request to rezone approximately 11 acres from Agricultural (AG) to Planned Area Development (PAD). The subject property is approximately 11 gross acres and is located at the northeast corner of Avondale Boulevard and Encanto Boulevard.

The meeting schedule is as follows:

Date: **Wednesday October 29, 2014**
Time: **6 p.m.**
Address: **Avondale City Hall, Mojave Conference Room**
11465 West Civic Center Drive
Avondale, Arizona 85323

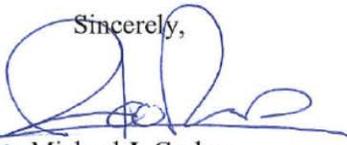
Please be aware that future public hearings will be held before the Avondale Planning Commission and City Council to review this case. Specific meeting and hearing dates have not yet been set. You will be notified at a later time identifying the date, time, and location of these hearings.

You are welcome to attend and/or participate at all of these meetings.

The city planner who is assigned to this case is **Eric Morgan** and can be reached at **(623) 333-4017 or emorgan@avondale.org**. You may also make your feelings known on this case by writing to the Planning Division at 11465 W. Civic Center Drive, Suite 110, Avondale, AZ 85323. Your letter will be made part of the case file. This planner can answer your questions regarding the case review.

October 14, 2014
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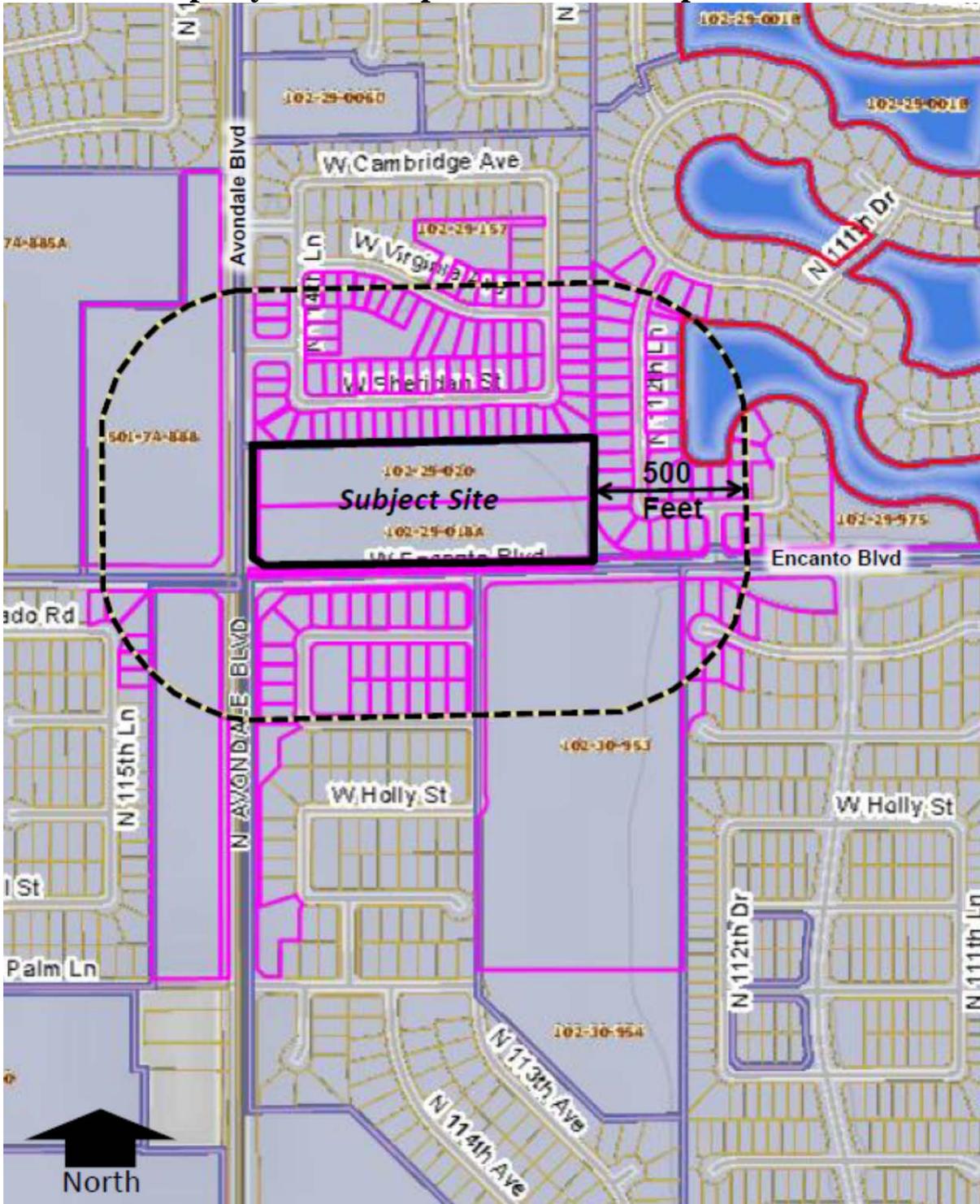
I would be happy to answer any questions or hear any concerns that you have regarding this proposal. You may reach me or Ric Toris, our in house planner, at (602) 265-0094 or by email: mcurley@ecllaw.com or rtoris@ecllaw.com.

Sincerely,

For Michael J. Curley



Aerial Photo

500 Feet Property Ownership Notification Map



San Villagio Rezoning (PL-14-0054)
Northeast corner of Avondale Blvd and Encanto Blvd

500-foot Property Ownership List

**PROPERTY OWNERS
WITHIN 500 FEET – 171**

C:\INDEX\Newmark Homes\Encanto &
Avondale\Doos\Labels\FINAL_LABELS_10-9-14.docx

PARCEL 10229018A
NEWMARK HOMES LLC
8080 E GELDING ROAD STE 108
SCOTTSDALE, AZ 85260

PARCEL 10229021A
NEWMARK HOMES LLC
8080 E GELDING ROAD STE 108
SCOTTSDALE, AZ 85260

PARCEL 10229030
ESTRADA ELIAS/ORALIA C
2424 N 114TH LANE
AVONDALE, AZ 85323

PARCEL 10229033
LOPEZ-VILLALPANDO MELISSA A
11463 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229036
THOMAS BIZJAK LIVING TRUST
11451 W SHERIDAN ST
AVONDALE, AZ 85392

PARCEL 10229039
WHITE MELISSA L
11439 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229042
MCMICHAEL SUSAN ELLEN
11429 W SHERIDAN ST
AVONDALE, AZ 85392

PARCEL 10229045
AMH 2014-1 BORROWER LLC
30601 AGOURA RD STE-200
AGOURA HILLS, CA 91301

PARCEL 10229048
11405 SHERIDAN LLC
11405 W SHERIDAN ST
AVONDALE, AZ 85392

PARCEL 10229126
MELENBERG WILLIAM/DENISE M
14618 103RD AVE NW
EDMONTON, AB CANADA T5N 0T7

PARCEL 10229019A
NEWMARK HOMES LLC
8080 E GELDING ROAD STE 108
SCOTTSDALE, AZ 85260

PARCEL 10229028
CAH 2014-1 BORROWER LLC
9305 E VIA DE VENTURA STE-201
SCOTTSDALE, AZ 85258

PARCEL 10229031
TAFUYA REVOCABLE LIVING TRUST
4109 W MELINDA LN
TUCSON, AZ 85742

PARCEL 10229034
AR CAPITAL INVESTMENTS LLC
14031 LEFFINGWELL RD NO 402
WHITTIER, CA 90604

PARCEL 10229037
EMBURY SARAH E
11447 WEST SHERIDAN STREET
AVONDALE, AZ 85392

PARCEL 10229040
POLAR CACTUS III LLC
1702 E HIGHLAND AVE 102
PHOENIX, AZ 85016

PARCEL 10229043
FAIN TRACY L
11425 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229046
PARRISH ROBERT M
11413 W SHERIDAN ST
AVONDALE, AZ 85392

PARCEL 10229049
BOYLE DENNIS E TR
1180 DEER RUN ROAD
PRESCOTT, AZ 86303

PARCEL 10229001B
AVONDALE CITY OF
PO BOX 3
AVONDALE, AZ 85323

PARCEL 10229020
NEWMARK HOMES LLC
8080 E GELDING ROAD STE 108
SCOTTSDALE, AZ 85260

PARCEL 10229029
MURPHY JAY P/NISSA M
2428 N 114TH LN
AVONDALE, AZ 85392

PARCEL 10229032
LAYTON DAVID W/KIMBERLY L
11467 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229035
THR PHOENIX LLC
21001 N TATUM BLVD 1630-630
PHOENIX, AZ 85050

PARCEL 10229038
LUGO ADOLFO JR
11443 W SHERIDAN ST
AVONDALE, AZ 85392

PARCEL 10229041
APODACA JENNIFER
11431 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229044
GRIMM GORDON J
6020 SANFORD DR
SAN JOSE, CA 95123

PARCEL 10229047
WISE DAVID V
11409 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229050
PATRICK VAN ELLEN
2425 N 114TH AVE
AVONDALE, AZ 85003

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PARCEL 10229051
MEIER JOSEPH
2429 N 114TH AVE
AVONDALE, AZ 85392

PARCEL 10229052
DRURY ALLEN F/DIANE
2433 N 114TH AVE
AVONDALE, AZ 85323

PARCEL 10229053
PRESCOTT AND SIERRAS LLC
401 E 8TH ST STE 214 387
SIOUX FALLS, SD 57103

PARCEL 10229054
STAGNER MICHAEL L/JENNIFER L
2441 N 114TH AVE
AVONDALE, AZ 85323

PARCEL 10229055
METROPOLITAN EAST VALLEY LLC
4500 N 32ND ST STE 200
PHOENIX, AZ 85018

PARCEL 10229057
ARIZCA INVESTMENTS LLC
14201 N HAYDEN RD A-3
SCOTTSDALE, AZ 85260

PARCEL 10229058
DOWDY FAMILY TRUST
3110 N 114TH DR
AVONDALE, AZ 85392

PARCEL 10229105
TORTA MICHAEL RAYMOND
11410 W VIRGINIA AVE
AVONDALE, AZ 85331

PARCEL 10229106
JEDD KENNETH J
19520 W MINNEZONA AVE
LITCHFIELD PARK, AZ 85340

PARCEL 10229107
FIRST GAURDIAN HOMES LLC
30 ARAPHO CT
PORTOLA VALLEY, CA 94025

PARCEL 10229108
SLINKER PAMMALA R
11422 W VIRGINIA AVE
AVONDALE, AZ 85323

PARCEL 10229109
ALMAR REVOCABLE TRUST
11426 W VIRINIA AVE
AVONDALE, AZ 85323

PARCEL 10229110
BLASETTI JASON W/MARY KRISTA
11430 W VIRGINIA AVE
AVONDALE, AZ 85323

PARCEL 10229119
GRAY GEORGE R
11465 W VIRGINIA AVE
AVONDALE, AZ 85323

PARCEL 10229120
PANIDAPU VENKANT
4317 BOTTICELLI DR
SAN JOSE, CA 95135

PARCEL 10229121
JARON STANISLAW/BARBARA
WOJTOWICZ
158 EAGLE ST
BROOKLYN, NY 11222

PARCEL 10229122
MCCALL GERALDINE
11453 W VIRGINIA AVE
AVONDALE, AZ 85392

PARCEL 10229123
SHRUM VANASSA
11449 W VIRGINIA AVE
AVONDALE, AZ 85392

PARCEL 10229124
MINSKOFF ALAN J/BENSON EVELYN
T
4727 TOUCHSTONE TER
FREMONT, CA 94555

PARCEL 10229125
DEWEY AMBER
11441 W VIRGINIA AVE
AVONDALE, AZ 85392

PARCEL 10229127
THORNTON JOHN MICHAEL/MARILEE
11429 W VIRGINIA AVE
AVONDALE, AZ 85323

PARCEL 10229128
PRYFOGLE SAMUEL B/MELANIE J
11425 W VIRGINIA AVE
AVONDALE, AZ 85323

PARCEL 10229129
PAISLEY LENWORTH D
11421 W VIRGINIA AVE
AVONDALE, AZ 85323

PARCEL 10229130
SLOVER JEFFREY D
11417 W VIRGINIA AVE
AVONDALE, AZ 85323

PARCEL 10229131
HAIGHT ANGELA
11413 W VIRGINIA
AVONDALE, AZ 85323

PARCEL 10229132
SPRYGADA NOAH C
11409 W VIRGINIA AVE
AVONDALE, AZ 85392

PARCEL 10229133
HINKLE DIANE M
11408 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229134
FAIN DEBRA L
11412 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229135
DZIESZKOWSKI WALTER A
11416 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229136
F5 SECURED HOLDINGS LLC
5683 E BLUE SKY DR
SCOTTSDALE, AZ 85266

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PARCEL 10229137
BAKER BETTY
11424 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229138
ROBINSON CHARLES
11428 W SHERIDAN
AVONDALE, AZ 85323

PARCEL 10229139
LOPEZ ALONZO/NANCIE
6434 E MILITARY RD UNIT 102
CAVE CREEK, AZ 85331

PARCEL 10229140
DOZIER STEVEN R/LINDA J
11436 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229141
AMERICAN RESIDENTIAL LEASING
COMPANY LLC
7047 E GREENWAY PKWY STE 350
SCOTTSDALE, AZ 85254

PARCEL 10229142
VASQUEZ MANUEL V/LILLIE B
11444 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229143
2013-1 IH BORROWER LP
901 MAIN ST STE 4700
DALLAS, TX 75202

PARCEL 10229144
REDDIC RON
2124 N 125TH AVE
AVONDALE, AZ 85323

PARCEL 10229145
LEDESMA RICHARD/VANESSA
11456 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229146
GREEN KEVIN
5400 KELLOGG AVE
EDINA, MN 55424

PARCEL 10229147
SOWUL WESLEY/ HALINA
11464 W SHERIDAN ST
AVONDALE, AZ 85323

PARCEL 10229148
LEWIS KEITH A/LINDA A
2439 N 114TH LN
AVONDALE, AZ 85323

PARCEL 10229149
HOBBS FAMILY TRUST
2726 SHELTER ISLAND DR UNIT 124
SAN DIEGO, CA 92106

PARCEL 10229150
RANDALLS RICHARD A
2447 N 114TH LN
AVONDALE, AZ 85323

PARCEL 10229154
AJR INVESTMENTS LLC
316 S JEFFERSON ST STE D
WATEFORD, WI 53185

PARCEL 10229155
BILBO DEBORAH L
2448 N 114TH LN
AVONDALE, AZ 85392

PARCEL 10229156
SMITH HEATHER M
2444 N 114TH LN
AVONDALE, AZ 85323

PARCEL 10229157
CRYSTAL RIDGE TERRACES
HOMEOWNERS ASSOC INC
1600 W BROADWAY RD STE 200
TEMPE, AZ 85282

PARCEL 10229158
CRYSTAL RIDGE TERRACES
HOMEOWNERS ASSOC INC
1600 W BROADWAY RD STE 200
TEMPE, AZ 85282

PARCEL 10229159
CRYSTAL RIDGE TERRACES
HOMEOWNERS ASSOC INC
1600 W BROADWAY RD STE 200
TEMPE, AZ 85282

PARCEL 10229925
GONZALES EMILIO D/JUANITA
2413 N 112TH LN
AVONDALE, AZ 85392

PARCEL 10229926
PANDEY JAISHREE/PANDEY MEENA
1872 PHEASANT RUN TER
BRENTWOOD, CA 94513

PARCEL 10229927
STRUENSEE JACK C/KATHERINE M
2405 N 112TH LANE
AVONDALE, AZ 85323

PARCEL 10229928
SREJIC BRANKO/NANCY S
2401 N 112TH LN
AVONDALE, AZ 85345

PARCEL 10229929
SIQUEIROS EDUARDO/IRMA
2349 N 112TH LN
AVONDALE, AZ 85323

PARCEL 10229930
ROMAN VICTOR H/BEATRICE
20574 W SUMMIT PL
BUCKEYE, AZ 85396

PARCEL 10229931
BEHRENS PATRICK/DIANA
2341 N 112TH LN
AVONDALE, AZ 85323

PARCEL 10229932
FRERICHS SAMANTHA A
11226 W VERNON AVE
AVONDALE, AZ 85392

PARCEL 10229933
RUIZ MARY
6722 N 77TH DR
GLENDALE, AZ 85303

PARCEL 10229934
BEAUDOIN EDWARD E/LINDA G
11306 W ROSEWOOD DR
AVONDALE, AZ 85323

Neighborhood Meeting/Outreach Report

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PARCEL 10229935
PYSZCZAK ANDRZEJ
3 CHRISTY HTS
OLD SAYBROOK, CT 06475

PARCEL 10229936
DILIGIANIS DAVID S JR
11210 W VERNON AVE
AVONDALE, AZ 85392

PARCEL 10229938
HOBOY FAMILY TRUST
2334 N 112TH AVE
AVONDALE, AZ 85392

PARCEL 10229939
GUTIERREZ JOSE E/JODY M
2338 N 112TH AVE
AVONDALE, AZ 85323

PARCEL 10229948
LEICHTLE MORITZ A/LAVERA H TR
11209 W VERNON AVE
AVONDALE, AZ 85392

PARCEL 10229949
WAGNER JAMES D/KATHLEEN D
11213 W VERNON AVE
AVONDALE, AZ 85323

PARCEL 10229950
VOGEL MARIE A
11219 W VERNON AVE
AVONDALE, AZ 85323

PARCEL 10229951
YALE FLINT
PO BOX 6435
GLENDALE, AZ 85312

PARCEL 10229952
PHAM TUAT BA/SANG THI/NGUYEN
CHRISTINE/PHAM E
11227 W VERNON AVE
AVONDALE, AZ 85392

PARCEL 10229953
STRIFFLER EDWARD A/EMILY K
11231 W VERNON AVE
AVONDALE, AZ 85323

PARCEL 10229954
BROOKS BARRY T TR
6745 N 93RD AVE UNIT 1124
GLENDALE, AZ 85305

PARCEL 10229955
HOPPER C DAVID
2330 N 112TH LN
AVONDALE, AZ 85323

PARCEL 10229956
OLEA CYNTHIA ANN
2334 N 112TH LN
AVONDALE, AZ 85323

PARCEL 10229957
RAMIREZ MARTIN P
10544 W CATALINA DR
AVONDALE, AZ 85323

PARCEL 10229958
BOONE ROBERT C/PAMELA J
2342 N 112TH LN
AVONDALE, AZ 85323

PARCEL 10229959
MCCLINDON NORMAN R/ROSE M
2346 N 112TH LN
AVONDALE, AZ 85323

PARCEL 10229960
ARP PHOENIX FUND I LP
7047 E GREENWAY PKWY STE 350
SCOTTSDALE, AZ 85254

PARCEL 10229961
ISHAM STEVEN R/GLORIA J
2402 N 112TH LANE
AVONDALE, AZ 85323

PARCEL 10229962
SINGH BALWINDER
2644 W FLINT ST
CHANDLER, AZ 85301

PARCEL 10229963
SANGHAVI MEHUL N/NITIN K
2410 N 112TH LN
AVONDALE, AZ 85323

PARCEL 10229964
BLACK ELYUS LEE
2414 N 112TH LN
AVONDALE, AZ 85323

PARCEL 10229965
KREIPEL FAMILY REVOCABLE LIVING
TRUST
2418 N 112TH LN
AVONDALE, AZ 85323

PARCEL 10229966
FLORCZAK DENNIS
6529 W WARNIMONT AVE
MILWAUKEE, WI 53220

PARCEL 10229970
CRYSTAL GARDENS HOMEOWNERS
ASSOCIATION
3941 E CHANDLER BLVD #106-107
PHOENIX, AZ 85048

PARCEL 10229975
CRYSTAL GARDENS HOMEOWNERS
ASSOCIATION
3941 E CHANDLER BLVD #106-107
PHOENIX, AZ 85048

PARCEL 10229977
CRYSTAL GARDENS HOMEOWNERS
ASSOCIATION
3941 E CHANDLER BLVD #106-107
PHOENIX, AZ 85048

PARCEL 10229883
ABDEL HASSAN CHEHADE LIVING
TRUST
3518 N 197TH CT
BUCKEYE, AZ 85396

PARCEL 10229884
SUMMERS WILLIAM
11221 W SHERIDAN ST
AVONDALE, AZ 85392

PARCEL 10229885
ROMAN VANESSA
2502 N 112TH LN
AVONDALE, AZ 85392

PARCEL 10230953
PENDERGAST SCHOOL DIST NO 92
3802 N 91ST AVE
PHOENIX, AZ 85037

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PARCEL 10232272
DONATELA I HOMEOWNERS
ASSOCIATION
8765 W KELTON LN BLDG A-1 STE 102
PEORIA, AZ 85382

PARCEL 10232277
DONATELA I HOMEOWNERS
ASSOCIATION
8765 W KELTON LN BLDG A-1 STE 102
PEORIA, AZ 85382

PARCEL 10232278
DONATELA I HOMEOWNERS
ASSOCIATION
8765 W KELTON LN BLDG A-1 STE 102
PEORIA, AZ 85382

PARCEL 10230858
CRYSTAL POINT HOMEOWNERS
ASSOC INC
8765 W KELTON LN BLDG A-1 STE 102
PEORIA, AZ 85382

PARCEL 10230719
LABOISSIERE CHARLENE R/LARRY R
11218 W ALVARADO RD
AVONDALE, AZ 85323

PARCEL 10230720
JIMENEZ ADRIANA MIRAMONTES
6725 W LUKE AVE
GLENDALE, AZ 85303

PARCEL 10230721
LENDO MICAELA MEDINA
11226 W ALVARADO RD
AVONDALE, AZ 85323

PARCEL 10230722
HOWARD MICHAEL D/DEBRA D
11230 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10230723
GARCIA CARLOS
11229 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10230724
REILLY DAVID V
11225 W ALVARADO RD
AVONDALE, AZ 85323

PARCEL 10230725
FEDERAL NATIONAL MORTGAGE
ASSOCIATION
11221 W ALVARADO ST
AVONDALE, AZ 85323

PARCEL 10232170
CANTU ROBERT L/MARIA LETICIA
GARCIA
2102 N 114TH DR
AVONDALE, AZ 85323

PARCEL 10232171
ALEXANDER KAREN E
2106 N 114TH DR
AVONDALE, AZ 85392

PARCEL 10230738
JOHNSON RODNEY J
913 E GREEN ST
GALLUP, NM 87301

PARCEL 10232172
SOTO CARMEN/DIANA M/TORRES
GREGORY
2110 N 114TH DR
AVONDALE, AZ 85392

PARCEL 10232173
GUZEK LEONARD/CHRISTINE M
2114 N 114TH DR
AVONDALE, AZ 85392

PARCEL 10232174
VILLA LUPITA M
2118 N 114TH DR
AVONDALE, AZ 85323

PARCEL 10232175
LUGO CARLOS/MUNGUIA MARCO
ANTONIO
11418 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232176
HEMBREE STEVEN W/COOK
JENNIFER S
11414 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232177
ALCANTAR ROSA
11410 W ALVARADO RD
AVONDALE, AZ 85323

PARCEL 10232178
NGUYEN NGOC B
11406 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232179
KATZ MYRON L
11402 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232180
ROBERSON TAMMY KNUDSON TR
11318 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232181
KIRBY JASON M/MEZA MARIA
11314 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232182
CRAPSER ROBERT R/SHERYL D
11310 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232183
TRAN TRANG
11306 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232184
SALAZAR ADRIANNE
11405 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232185
SIMRAN II LLC
11401 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232186
CRUZ BRADLEY J/HEATHER L
11317 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232187
THOMPSON CARLA B
11313 W ALVARADO RD
AVONDALE, AZ 85392

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PARCEL 10232188
KHAN MUBEEN SHAHID
11309 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232189
DO HIEU T/PHAM GAI T
11305 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 10232190
TITCH WILLIAM G/JEAN M
11406 W MONTE VISTA RD
AVONDALE, AZ 85392

PARCEL 10232191
DKS QUALIFIED PERSONAL
RESIDENCE TRUST
11402 W MONTE VISTA RD
AVONDALE, AZ 85392

PARCEL 10232192
ANDERSON DEAN RUSSELL/PAMELA
JEAN
11318 W MONTE VISTA RD
AVONDALE, AZ 85392

PARCEL 10232193
DELGADO NICOLE MARIE
11314 W MONTE VISTA RD
AVONDALE, AZ 85392

PARCEL 10232194
NORTHSIDE INVESTMENTS OF
SPOKANE LLC
591 E PLAZA CIR UNIT 1129
LITCHFIELD PARK, AZ 85340

PARCEL 10232195
ARNOLD CHRISTINE MARIE
11306 W MONTE VISTA RD
AVONDALE, AZ 85392

PARCEL 50174888
AVONDALE CITY OF
11465 W CIVIC CENTER DR STE 200
AVONDALE, AZ 85323

PARCEL 50174247
BOYD-ROBERTSON JAMES
2207 N 115TH LN
AVONDALE, AZ 85392

PARCEL 50174248
MADAN TRUST
11426 VILLAGE RIDGE RD
SAN DIEGO, CA 92131

PARCEL 50174249
GONZALEZ MARIO E/GLORIA
2215 N 115TH LN
AVONDALE, AZ 85323

PARCEL 50174250
HERNANDEZ MIGUEL J/MEZA MARIA
O
2219 N 115TH LN
AVONDALE, AZ 85392

PARCEL 50174251
CAPIZZANO IRENE R
2223 N 115TH LN
AVONDALE, AZ 85323

PARCEL 50174252
A & E PROPERTY 8 LLC
24403 N 38TH TERR
GLENDALE, AZ 85310

PARCEL 50174253
DOMINGUEZ RAUL
11574 W ALVARADO RD
AVONDALE, AZ 85392

PARCEL 50174015G
RATHEE RAJ SINGH/JYOTSNA TR
12350 W HIGHLAND AVE
AVONDALE, AZ 85392

PARCEL 50174015H
RATHEE RAJ SINGH/JYOTSNA TR
12350 W HIGHLAND AVE
AVONDALE, AZ 85392

PARCEL 10229018D
U S A -BUREAU OF RECLAMATION-
P O BOX 52025
PHOENIX, AZ 85072

PARCEL 10229018E
ALEX A & FRANCES LEA KULIKOV
REV LIVING TRUST
4636 E UNIVERSITY DR 275
PHOENIX, AZ 85034

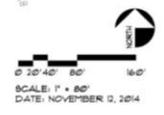
PARCEL 10229018C
ALEX A & FRANCES LEA KULIKOV
REV LIVING TRUST
4636 E UNIVERSITY DR 275
PHOENIX, AZ 85034

PARCEL 10229056
PROPERTY OWNER
2501 N 114TH AVE
AVONDALE, AZ 85392

Neighborhood meeting Sign-in Sheet

Newmark Homes- San Villagio
 Rezoning (Application No. PL-14-0054)
 Neighborhood Meeting - Wednesday, October 29, 2014 @ 6:00 p.m.
 City Hall-Mojave Room, 11465 W. Civic Center Drive, Avondale, AZ 85323

NAME	ADDRESS	CITY & ZIP	PHONE/E-MAIL
Kimberly Layton	11467 W. Sheridan St.	Avondale, 85392	(483) 907-0904 klayton2@earthlink.net
LOREN HOBBOY CRYSTAL GARDENS	2354 N 112TH AVE	AVONDALE 85392	602-688-0004 LORENHOBBOY@POBOX.COM
JIM CARLSON - NEWMARK HOMES	8080 E. GARDING DR. S1108 SCOTTSDALE, AZ 85260		(480) 505-4600 JCARLSON@NEWMARKHOMES-AZ.COM
ED STREIFFER	11231 W. VERNON AVE.	AVONDALE 85392	(602) 478-0282 estreffler@msn.com

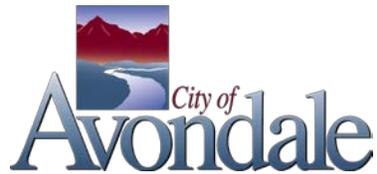


legend:

SYMBOL	BOTANICAL / COMMON NAME	SIZE
TREES:		
	OLEA EUROPEA 'SWAN HILL' (MULTI-TRUNK) SWAN HILL OLIVE	36' BOX
	PISTACIA X 'RED FUSH' RED FUSH PISTACHE	36' BOX
	PHOENIX DACTYLIFERA DATE PALM	20 FT. TRUNK
	ULMUS PARVIFOLIA CHINESE EVERGREEN ELM	36' BOX
MATERIALS:		
	CYNODON DACTYLON MID-IRON MID-IRON BERMUDA GRASS	80D
	1/2" SCREENED MADISON GOLD DECOMPOSED GRANITE	1/2" SCREENED

San Villagio

Illustrative Landscape Plan



**AGENDA
PLANNING COMMISSION
REGULAR MEETING**

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

**Thursday, November 20, 2014
6:30 P.M.**

I. CALL TO ORDER

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

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT

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

COMMISSIONERS ABSENT

Michael Demlong, Commissioner - excused
Grace Carrillo, Commissioner - excused

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Chris Schmaltz, Legal Counsel
Eric Morgan, Planner II
Linda Herring, Development Services Representative

VII. PUBLIC HEARING ITEMS:

PL-14-0054

This is a public hearing before the Planning Commission to review and solicit public input on application PL-14-0054, San Villagio Rezone PAD, a request by James Abraham, Clouse Engineering, Inc., for approval of a request to rezone approximately 11 gross acres from Agricultural (AG) to Planned Area Development (PAD) for the purposes of a 34 lot single family residential development. The subject site is located at the northeast corner of Avondale and Encanto Boulevards. Staff Contact: Eric Morgan

Eric Morgan, Planner II, said the General Plan Land Use Map identifies the subject site as Medium Density Residential, which has a density range of 2.5 to 4.0 dwelling units per acre. The property was annexed as part of a larger annexation on June 6, 1994. Development occurred to the north, east and south sides at various stages. The property is located in the North Avondale Specific Planning Area, which was last amended on May 20, 2013. The Subject site is zoned Agricultural. Surrounding zoning consist of the Crystal Gardens and Crystal Ridge PADs, the Donatella 1 neighborhood zoned R1-6, vacant Agricultural-zoned parcels, and vacant land owned by the Pendergast School District.

Mr. Morgan said the subject site is currently vacant and not being farmed. Average lot sizes in surrounding neighborhoods are 50 by 100 feet in Crystal Ridge, 60 by 120 feet in Crystal Gardens, and 63 by 116 feet in Donatella 1. Side yards are 5 by 10 feet in Crystal Ridge, 5 by 5 feet in Crystal Gardens, and 5 by 10 in Donatella 1. There is a SRP irrigation pipe in the alignment of Encanto Boulevard, and a roadway license agreement is currently in the review and approval process on a separate track. It will go to the City Council for approval without coming before the Planning Commission.

Mr. Morgan explained that the Applicant is requesting a PAD for a gated 34 lot, single family detached residential subdivision with private streets. A view fence and pedestrian access will be located on Avondale Boulevard. The main entrance will be at 113th Avenue and Encanto Boulevard. The Applicant also proposes 17% open space, with turf and five seating nodes. The proposed uses are the same as other single family residential detached zoning districts. The architecture consists of five floor plans, each of which has three elevations, and eight color schemes. The PAD offers a combination of one- and two-story homes, all with attached two- or three-car garages. Some designs offer side entry garages. Garages faces have design requirements as well. The themed wall uses split-faced block and smooth-faced block. One of the staff-recommended stipulations is that the split-faced blocks have integral color and not be painted. The view fence would have vegetative cover and a themed entry sign. The development would be constructed in a single phase at the same time as required improvements along Encanto and Avondale Boulevards.

Mr. Morgan stated that a neighborhood meeting held on October 29, 2014 attracted three attendees. The main concerns cited were the number of lots, density, size of lots, and that no two-story homes be located adjacent to Crystal Gardens. One Crystal Gardens HOA representative expressed concern that a landscaped retention area could become a haven for mischief. The Applicant proposed an adjustment that met with the approval of the resident. The Applicant has also agreed to shore up parts of the existing wall built for Crystal Ridge that has fallen into disrepair.

Mr. Morgan reported that staff has received no opposition to this rezoning request, and that the Applicant has addressed all of the concerns raised by the neighborhood meeting attendees. Staff recommends approval with six conditions. One of the stipulations is standard, one involves the perimeter wall and four of the stipulations are related to the private streets. The Applicant has offered two additional stipulations to address concerns brought up by residents, copies of which were put on the Planning Commissioners' desks prior to the meeting.

Applicant Michael J. Curley, of Earl, Curley & Lagarde, P.C., 3101 N. Central Avenue, Suite 1000, Phoenix, AZ 85012, said the neighbors he has talked to are in support of the development. Virtually all the lots are 8400 square feet, and significantly larger than those in surrounding neighborhoods. The setbacks provided are a bit larger than those in adjacent subdivisions. The added stipulations restrict the east end of the property to one-story homes. The Applicant is amenable to adding one-story restrictions to the west end as well. The Applicant is also amenable to restricting the setback on Lot 5 to 10 feet.

Chair Kugler opened the public hearing.

Resident David Hopper, 2330 N 112th Lane, Avondale, AZ 85392, 623-536-4716, said he would like to see the vacant land developed. Development has been proposed for the parcel before, but this is probably the best of the projects. As long as the homes on the east end are restricted to one-story, he has no objections to the project.

Chair Kugler closed the public hearing.

Commissioner Amos inquired whether the Applicant plans to limit the number of two-story homes overall. Too many together in a subdivision this size can create a street that feels narrow and dark. Mr. Curley responded that the number of two-story homes will depend on what buyers want, but he offered to stipulate that no more than three two-story homes be placed together in a row. Mr. Morgan noted that the Design Manual does advise against crowding collector streets with too many two-story homes. He felt the dark alley feel would be somewhat alleviated by the east-west alignment that would allow the sun to shine on the street.

Commissioner Amos noted a typographical error in the landscaping requirements.

Commissioner Scibienski emphasized that having differing elevations when several two-story buildings are built in a row can help to alleviate the dark corridor feel. Mr. Curley noted that the PAD specifies that no identical elevations shall exist side by side.

Chair Kugler moved that the Planning Commission accept the findings and recommend approval of Application PL-14-0054, San Villagio Rezone PAD, a request to rezone approximately 11 gross acres from Agriculture to PAD, subject to six original staff stipulations, two supplemental Applicant provided stipulations, a stipulation to limit lots 23 and 24 to single-story homes, and a stipulation to allow no more than three two-story homes to be built side-by-side. Commissioner Smith seconded the motion.

ROLL CALL VOTE

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

Approved 5-0

END

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

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

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

November 18, 2014

SENT VIA EMAIL

City of Avondale Planning Commission
c/o Rob Gubser, Planning Manager
11465 W. Civic Center Drive
Avondale, AZ 85323

Re: PL-14-0054
San Villagio Rezone PAD request
Northeast corner of Avondale and Encanto Boulevards

Dear Chairman and Commissioners:

I'm writing you regarding the above-referenced rezoning request which will be heard by the Planning and Zoning Commission this Thursday, November 20, 2014.

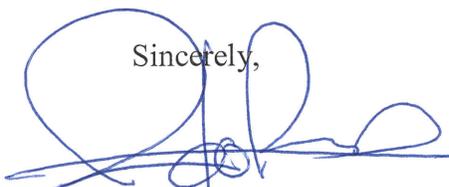
Our office represents, Newmark Homes, the property owner of the above referenced zoning case. At our neighborhood meeting of October 29, 2014, there was a request by a neighbor to restrict the two lots adjacent to the eastern property line to single story. After our neighborhood meeting, my client and I went back and evaluated whether this request could be achieved. To satisfy the neighbor's request we are proposing to add two (2) stipulations to the six (6) conditions of approval as noted in the Planning Commission Staff Report.

The two proposed stipulations are as follows:

- 1) Lot #5 and Lot #6, the two lots adjacent to the eastern property line, shall be limited to single story.
- 2) Lot #5 shall provide a 10-foot setback along the eastern property line.

I will be at the Planning Commission hearing to answer any questions you may have. If you wish to discuss any items with me prior to the meeting, please feel free to call me.

Sincerely,



#02 Michael J. Curley

ORDINANCE 1567-1214

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 11.22 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF AVONDALE BOULEVARD AND ENCANTO BOULEVARD, AS SHOWN IN APPLICATION PL-14-0054, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO A PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for a ± 11.22 acre parcel of real property from Agricultural (AG) to a new Planned Area Development referred to as “San Villagio” (the “Zoning Atlas Amendment”); and

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

WHEREAS, the Commission held a public hearing on Thursday, November 20, 2014, on the Zoning Atlas Amendment, after which the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on December 15, 2014.

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

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

SECTION 2. The ± 11.22 acre parcel of real property generally located at the northeast corner of Avondale Boulevard and Encanto Boulevard, as shown in Application PL-14-0054 (the “Property”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Agricultural (AG) to the new San Villagio Planned Area Development, subject to the City’s adopted codes, requirements, standards and regulations, and the following stipulations:

1. The San Villagio development shall conform to the San Villagio Rezone PAD Development Plan and Narrative dated November 13, 2014, except as modified by these conditions.
2. Split-faced block shall not be painted, but shall instead consist of integral color block.
3. All private streets shall be in a separate tract that is a minimum of 34 feet wide and dedicated to the Home Owners Association (HOA) with an easement overlain granting the City of Avondale ingress and egress for emergency services, refuse collection, and water and sewer installation and maintenance.
4. A Public Utility Easement (PUE) that is a minimum of 8 feet wide shall be dedicated on each side of the private street.
5. Where sidewalk is present, a landscaping and sidewalk easement that is a minimum of 12 feet wide shall be dedicated, and the HOA shall be identified as responsible for maintenance and repair of the landscaping and sidewalk on the plat.
6. The private street tract, PUE, and landscape and sidewalk easement shall not overlap.
7. Lot # 5 and Lot # 6, the two lots adjacent to the eastern property line, shall be limited to single story.
8. Lot # 5 shall provide a 10-foot setback along the eastern property line.
9. Lot # 23 & # 24, the two lots adjacent to the western property line, shall be limited to single story.
10. The number of two-story homes side-by-side shall not exceed three.

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, December 15, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

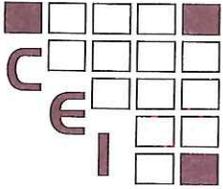
APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1567-1214

[Legal Description and Map]

See following pages.



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

1642 E. Oranewood Ave. ■ Phoenix, Arizona 85020 ■ TEL (602) 395-9300 ■ FAX (602) 395-9310

October 27, 2014

Job No. 130301

Legal Description For SAN VILLAGIO

A portion of the West half of the Northwest quarter of Section 31, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Beginning at the Southwest corner of said Northwest quarter of Section 31;

Thence North 00 degrees 03 minutes 29 seconds East, along the West line of said Northwest quarter of Section 31 a distance of 427.11 feet to a point on the North line of the South 427.00 feet of said West half of the Northwest quarter of Section 31;

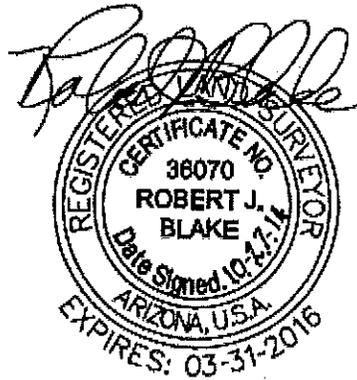
Thence along said North line, North 88 degrees 47 minutes 19 seconds East a distance of 1145.32 feet;

Thence South 00 degrees 12 minutes 13 seconds West a distance of 427.13 feet to a point on the South line of said West half of the Northwest quarter of Section 31;

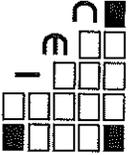
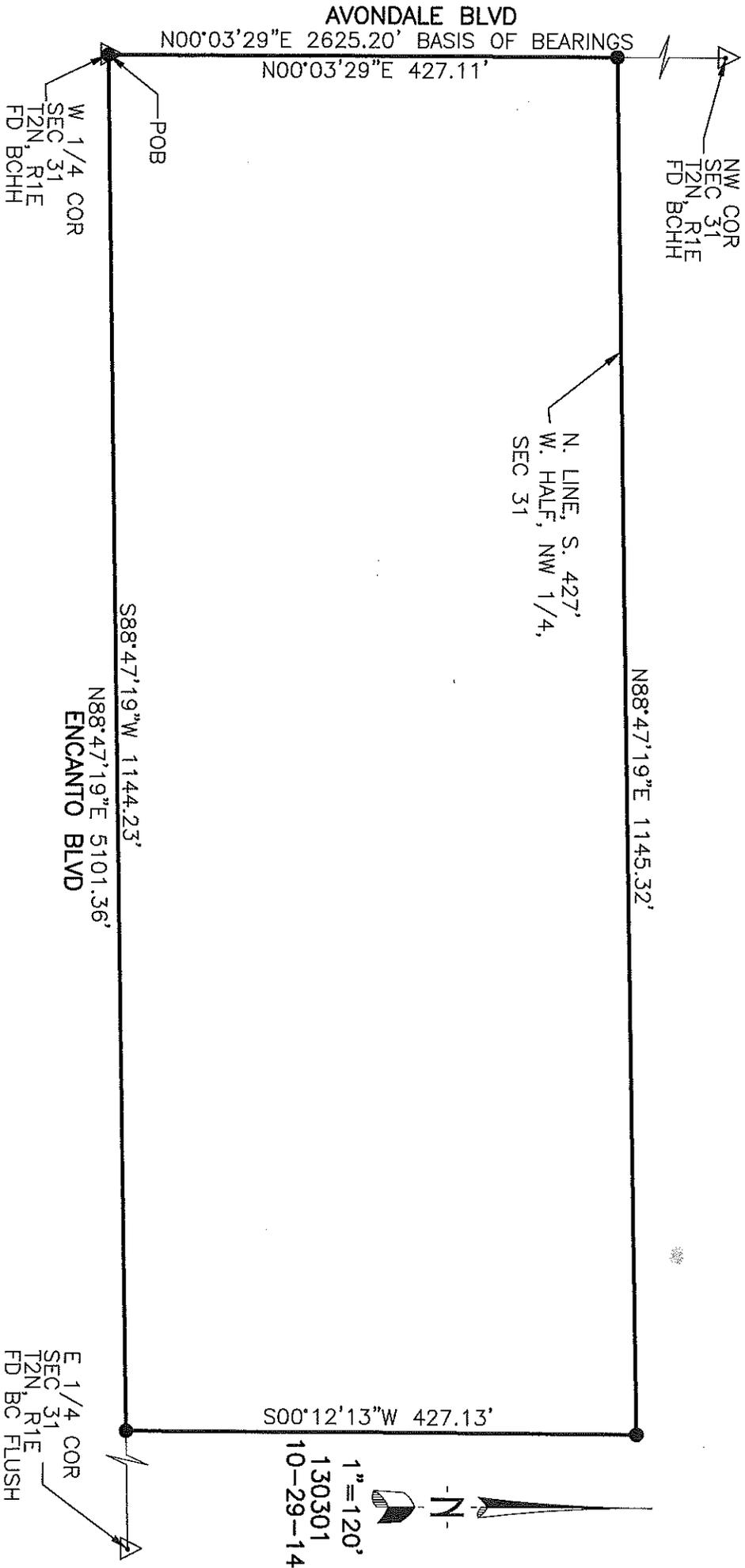
Legal Description
Job No 130301
Gross-Newmark
October 27, 2014
Page 2

Thence along said South line, South 88 degrees 47 minutes 19 seconds West a distance of 1144.23 feet to the **Point of Beginning**.

Note: The above described parcel contains 488,819 square feet or 11.2217 acres, more or less.

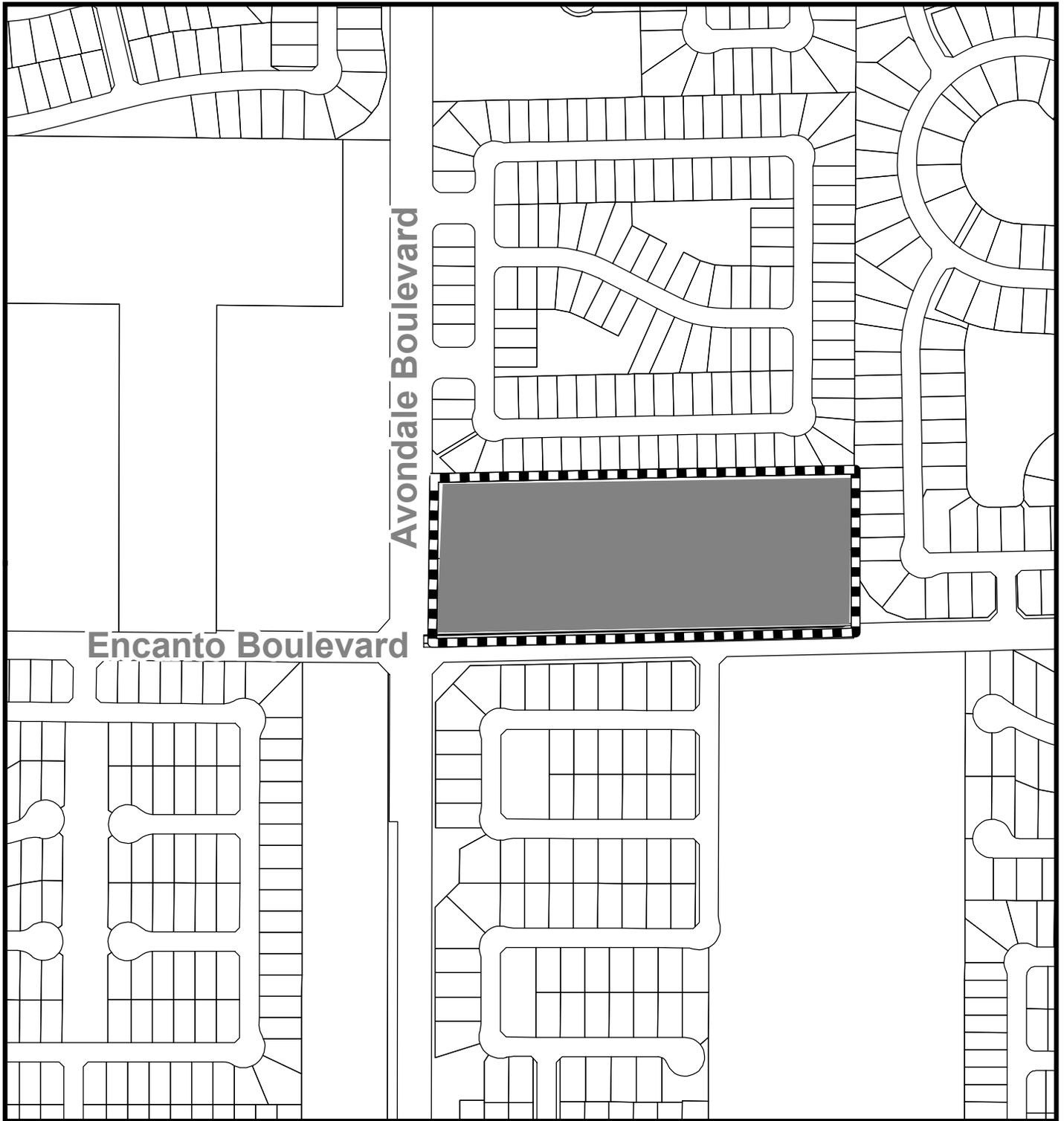


EXHIBIT



Clouse Engineers, Inc.

ENGINEERS SURVEYORS
1642 E. Orangewood Ave. Phoenix, Arizona 85020
Tel 602-395-9300 Fax 602-395-9310



Application PL-14-0054



Subject Property





CITY COUNCIL AGENDA

SUBJECT:

Economic Development and Residential
Construction Update and Discussion

MEETING DATE:

12/15/2014

TO: Mayor and Council**FROM:** Dan Davis, Economic Development Director 623-333-1411 and Tracy Stevens,
Development and Engineering Services Director 623-333-4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

The purpose of this report is to review the status of development, the single family housing market, progress in the City Center and along the freeway corridor and to discuss outreach to and feedback from the development community.

BACKGROUND:

On August 11, 2008, the City Council adopted the City Center Plan which laid out long-term plans for a portion of the freeway corridor south of I-10, along Avondale Boulevard. The Council expressed a desire for an employment center, shopping, and entertainment district which would provide a destination for Avondale residents and the region. The City Center Specific Plan provides guidelines for the development of 402 acres of mixed use featuring offices, hotels, retail and residential uses in two to ten-story buildings. The plan assumed a 20-year build-out. The Freeway Corridor Specific Plan (adopted in 1991 and updated in 2013) provides development guidelines for the area generally bounded by McDowell Road, 99th Avenue, Van Buren Road and the Agua Fria River. Guidelines for growth in the freeway corridor area excluding City Center aim to attract Class A office developments, corporate headquarters, urban commercial, and mid-rise/high-rise residential development.

The development envisioned in City Center and along the freeway is linked, in large part, to population growth and single family residential construction. Since the multi-year housing crisis which resulted in thousands of foreclosures and short sales in Avondale, the single family residential market has yet to recover. Although single family construction is somewhat more active in other communities, the market remains slow and nowhere close to the peak. Avondale has issued 44 single family construction permits to date, compared to 55 in 2013 and 2 in 2012. However, within the last six months the department has issued 412 building permits to include 42 residential additions and remodels.

Strong economic development continues to be one of the highest priorities for the City. As staff work with the development community and homebuilders, a review of Council priorities in light of the economic conditions, recent experience under the specific area plans and anticipated time horizon for build-out will assist in guiding our efforts. In preparation, staff at several levels reached out to homebuilders, developers, brokers and land use attorneys to obtain feedback on the reasons

development has or has not come to Avondale. In addition, staff researched the issues and had internal discussions on the status of our plans and progress toward achieving the long-term vision of the Council. This item is an opportunity to provide Council with our best information and assessment of development in Avondale for discussion and feedback.

DISCUSSION:

Single Family Residential Development

In metro Phoenix single family residential market, there are an average of 1.8 sales per month, per subdivision compared with 2.4 a year ago. Builders are discounting their inventory and offering incentives to buyers. In addition, resale inventory has increased. Analysts cite several reasons for the sluggish market such as slower household formation, job growth rates, student loan debt and access to mortgages. Many potential buyers are ineligible and/or cautious to re-enter the homebuyer market after a foreclosure or short sale. In Avondale, sales are occurring in Del Rio Ranch by both Richmond American and Courtland Homes.

There are six proposed subdivisions at various stages in the planning process. In addition, there are more than 4,000 entitled lots. Currently, homebuilders are actively seeking to purchase small parcels of 10 to 15 acres for development of 5,000-6,000 square foot lots. Builders appear to be very cautious and are limiting speculative building. Staff reached out to several homebuilders and received feedback that impact fees have added to their costs, making it more challenging to build in Avondale. Feedback also suggests that homes on larger lots may be challenging to achieve for Avondale in the current market. Development of a more diverse housing stock for homeowner options, including move-up housing, is a goal of Council.

City Center and Freeway Corridor

Since the adoption of the City Center plan, the Economic Development Department has marketed the City Center and spearheaded projects to achieve the vision. The Hilton Hotels and Ruby Tuesday were constructed prior to the plan approval, and since then Culvers and CVS were constructed. In 2010, the City constructed the Randall McDaniel Sports Complex and contracted with American Sports Centers (ASC) for its operation. In 2011, the City constructed the in-line retail space, which has Carlos O'Brien's restaurant as a tenant.

Economic Development has worked to obtain a Class A office building and multi-family housing near ASC. Staff has focused on outreach to numerous developers about developing an office building. Although there has been interest, the general sentiment is that the office market still has significant existing space available throughout the Phoenix market and demand for new product is still years away. In addition, in 2012 the Department on two occasions issued a Request for Qualifications for the development of multi-family project in city center, on city owned property. This effort generated limited interest from the development community and did not yield results. Staff followed up with the developers to determine the reasons behind the lack of interest. The primary reasons given were that the limited, new employment opportunities were centered in the SE valley and their development plans typically follow those opportunities.

Along the freeway, development activity has been sluggish for the past five (5) years. The only significant project was the construction of Coldwater Depot Logistics Center. The 600,000 SF center was constructed in 2012-13 and was a reflection of a national trend of consolidation and growth of "big box" warehouse and distribution facilities. However, signs point to improved prospects in the future. There are plans for construction to begin on Coldwater Depot - Phase 3 in early 2015. An additional indication of positive economic growth is the Park 10 project, located at 107th and Interstate 10. Phase 1 of their development plan includes Main Event, a 58,000sf Family Entertainment Center, and three (3) additional pad sites totaling 18,000sf that will be under construction in 2015.

The City Center was envisioned as a long-term plan that would take at least 20 years to achieve. The City Center Plan was adopted as guidelines rather than regulations, and phasing was also anticipated so that development in the area could continue. Staff anticipated developing streets in a grid, addressing high upfront infrastructure and drainage costs and working with developers to achieve the vision. However, there is a perception by the development community that immediate high density development would be required in the City Center area. The availability of land and competition from other communities, combined with the recession and slow recovery has made development in the City Center a harder sell than anticipated. In the freeway corridor, there is a similar perception, although the density guidelines are not as high. The time horizon to realize the vision of City Center and the freeway corridor continues to be long-term.

Proactive promotion of development opportunities in Avondale continues at the staff level. Economic Development staff and Development and Engineering Services department work jointly to bring projects to fruition. Marketing our community is a constant effort, and a special effort is being made to communicate our customer service focus to the development community. Ultimately, City staff will continue to work with developers and builders in achieving their goals. This process can be challenging when they might have a different vision than the Council has for our community. Staff requests feedback from Council on whether Council's priorities align with the existing approved plans.

Staff is seeking initial feedback from City Council on goals for economic development and long-term development plans for Avondale. It is anticipated that discussions with Council will continue into the near future. Staff will conduct further research and provide options for consideration at a later date, if desired by City Council.

RECOMMENDATION:

For information, discussion and direction.