



CITY COUNCIL AGENDA

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

WORK SESSION
January 20, 2015
6:30 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. STATE ROUTE 30 UPDATE

Representatives from the Arizona Department of Transportation will be providing an update regarding the continuing study of State Route 30 as a potential new transportation corridor that would provide a reliever to Interstate 10. For information and discussion only.

3 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 ninos no sten presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:

State Route 30 Update

MEETING DATE:

1/20/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Representatives from the Arizona Department of Transportation will be providing an update regarding the continuing study of State Route 30 as a potential new transportation corridor that would provide a reliever to Interstate 10.

BACKGROUND:

In September 2005, ADOT held agency and public meetings to gather feedback on the study area and potential alignments. Since then, ADOT has evaluated the engineering challenges, studied the environmental elements, considered the public's input and has developed four potential alignments for SR 30. Upon receiving environmental clearance, SR 30 will eventually move into design and then construction. Construction is anticipated to begin in 2035, according to the current Regional Transportation Plan.

State Route 30 (previously known as State Route 801), is a potential new transportation corridor that would provide a reliever to Interstate 10. The project spans about 14 miles and passes through the cities of Goodyear, Avondale, and Phoenix and portions of unincorporated Maricopa County.

DISCUSSION:

As a part of this process, ADOT will be hosting a public information meeting on January 21 at Fowler Elementary School and community members are invited to attend to learn more about the four alignments for SR 30. The meeting is an opportunity for the public to submit comments, concerns, and ideas regarding the study. In addition, representatives from the ADOT study team will be available to answer questions. Comments should be submitted to ADOT regarding this study no later than Feb. 20, to have them included in the study record.

BUDGET IMPACT:

No budgetary impact.

RECOMMENDATION:

The purpose of this report is to provide City Council with an update on the study of State Route 30. This item is for discussion only.

ATTACHMENTS:

Description

[SR30 Newsletter](#)



State Route 30 Public Information Meeting

Your input wanted on the Interstate 10 reliever

Provide comments on the State Route 30 (previously known as State Route 801), a potential new transportation corridor that would provide a reliever to Interstate 10.

PUBLIC INFORMATION MEETING

Wednesday, Jan. 21, 2015

- ▶ Open house meeting 5–7 p.m.
- ▶ Brief presentation at 6:15 p.m.

Fowler Elementary School | 6707 W. Van Buren St. | Phoenix, AZ 85043

Postal Customer
ECRWSS

PRESORTED
STANDARD
U.S. POSTAGE PAID
PHOENIX, AZ
PERMIT NO. 1716



ATTN: Community Relations

ARIZONA DEPARTMENT OF TRANSPORTATION
MAIL DROP 126F
1655 W. Jackson St.
PHOENIX AZ 85007



State Route 30 Public Information Meeting

Your input wanted on the Interstate 10 reliever

Provide comments on the State Route 30 (previously known as State Route 801), a potential new transportation corridor that would provide a reliever to Interstate 10.

The Arizona Department of Transportation is continuing to study State Route 30 (previously known as State Route 801), a potential new transportation corridor that would provide some relief to Interstate 10. The study area is shown in the map and generally extends from Perryville Road on the west to 59th Avenue on the east, and Lower Buckeye Road on the north to the Gila and Salt rivers on the south. The project spans about 14 miles and passes through the cities of Goodyear, Avondale, and Phoenix and portions of unincorporated Maricopa County.

PUBLIC INFORMATION MEETING

The public is invited to attend a meeting to learn more about the four potential alignments for SR 30. The meeting is an opportunity for the public to submit comments, concerns, and ideas regarding the study. In addition, representatives from the ADOT study team will be available to answer questions. To learn more about this study, visit the project's web page azdot.gov/SR30.

Wednesday, Jan. 21, 2015

- ▶ **Open house meeting 5–7 p.m.**
- ▶ **Brief presentation at 6:15 p.m.**

FOWLER ELEMENTARY SCHOOL

6707 W. Van Buren St., Phoenix, AZ 85043

PROJECT TIMELINE

In May 2007, ADOT held agency and public meetings to gather feedback on the study area and some potential alignments. Since then, ADOT has evaluated the engineering challenges, studied the environmental elements, considered the public's input and has developed four potential alignments for SR 30. A public information meeting is being planned for early 2015 to discuss these potential alignments and solicit feedback from the public prior to the selection of a recommended alternative. Also under consideration is a no-build option, which explores the impacts of not building a transportation corridor in the study area. After a recommended alternative decision has been made and after receiving environmental clearance, SR 30 will eventually move into design and then construction. Construction is anticipated to begin in 2026, according to the current Regional Transportation Plan.

YOUR INPUT IS IMPORTANT

There are a variety of ways to submit your comments. All methods are considered equal and will be reviewed and considered by the study team. Please submit comments no later than Feb. 20, 2015 in order to have them included in the study record.

- ✓ **Online:** azdot.gov/SR30
- ✓ **Email:** SR30@azdot.gov
- ✓ **Phone:** 855.712.8530
- ✓ **Mail:** c/o ADOT Communications,
1655 W. Jackson St., #126F, Phoenix, AZ 85007

Pursuant to Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act (ADA), ADOT does not discriminate on the basis of race, color, national origin, age, gender or disability. Persons that require a reasonable accommodation based on language or disability should contact ADOT Civil Rights at **602-712-8946** or civilrightsoffice@azdot.gov. Requests should be made as early as possible to ensure the state has an opportunity to address the accommodation.

Personas que requieren asistencia o una adaptación razonable por habilidad limitada en inglés o discapacidad (ADA y Título VI) deben ponerse en contacto con: civilrightsoffice@azdot.gov o **602-712-8946**. Las solicitudes deben hacerse tan pronto como sea posible para asegurar que el estado tenga la oportunidad de hacer los arreglos necesarios.

POTENTIAL ALTERNATIVES

SR 30: Loop 303 to Loop 202 Potential Alignments

The study team has developed four potential alignments for SR 30. At this time, a recommended alternative has not been chosen. Your input will help determine the recommended alternative.



LEGEND

	SR 30 North		Options: SR 303L
	SR 30 Center		Future SR 202L
	SR 30 Hybrid		Common to all alternatives
	SR 30 South		

Map not to scale



CITY COUNCIL AGENDA

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

REGULAR MEETING
January 20, 2015
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 CITY MANAGER'S REPORT

a. NEW EMPLOYEE INTRODUCTION

Abbe Yacoben, Budget and Finance Director

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 8, 2014
2. Regular Meeting of December 15, 2014
3. Regular Meeting of January 5, 2015

b. LIQUOR LICENSE TEMP. EXTENSION OF PREMISES - HILTON GARDEN INN

City Council will consider a request from Ms. Andrea Lewkowitz for a temporary extension of premises of a Series 11 Hotel/Motel Liquor License at the Hilton Garden Inn located 11460 W. Hilton Way in Avondale to be used in conjunction with the City's Bowl Bash event on Friday, January 30th from 6 to 9 pm. The Council will take appropriate action.

c. LICENSE AGREEMENT - CRYSTAL GARDENS STORAGE

City Council will consider a request to approve a License Agreement with Crystal Gardens Homeowners Association granting the use of a City owned outdoor walled storage area and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. COOPERATIVE PURCHASING AGREEMENT - APPLIED DIVING SERVICES, INC.

City Council will consider a request to approve a Cooperative Purchasing Agreement with Applied Diving Services, Inc. to provide commercial diving services in an annual amount not to exceed \$13,100 with an option to renew for up to four (4) successive one-year terms and a maximum aggregate amount not to exceed \$65,500, and

authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - ARCADIS U.S. INC. - PRESSURE ZONE STUDY

City Council will consider a request to approve the First Amendment to the Professional Services Agreement with ARCADIS U.S., Inc. to complete further work on a Pressure Zone Study for an additional \$92,950 and a maximum total amount of \$159,450, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 3235-115 INTERGOVERNMENTAL AGREEMENT WITH ARIZONA GAME AND FISH COMMISSION

City Council will consider a resolution authorizing an intergovernmental agreement with the Arizona Game and Fish Commission relating to a community fishing program at Friendship Park and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 3236-115 - FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT

City Council will consider a resolution amending the Intergovernmental Agreement with Tolleson Union High School District of Maricopa County relating to the installation of compound water meters and backflow prevention devices and operation and maintenance of on-site water utility infrastructure, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 3237-115 - AUTHORIZING SIGNATORIES ON CITY BANK ACCOUNTS

Council will consider a resolution authorizing the Mayor, Vice-Mayor, City Manager, City Clerk, and Finance and Budget Director to execute checks for and on behalf of the City and authorizing the Assistant City Manager and the Finance and Budget Director to authorize electronic payments and transfers and declaring an emergency. The Council will take appropriate action.

i. RESOLUTION 3238-115 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO THE HOME INVESTMENT PARTNERSHIP ACT FUNDING

City Council will consider a resolution authorizing an intergovernmental agreement with Maricopa County to allow the City to receive an allocation of federal funding under the HOME Investment Partnership Act in the amount of \$148,229 for the 2014-2015 fiscal year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 1568-115 CODE AMENDMENT TO ALLOW FISHING AT FRIENDSHIP PARK

City Council will consider an ordinance amending the Avondale Municipal Code, Chapter 17 relating to designated fishing areas to allow fishing at Avondale Friendship Park. The Council will take appropriate action.

k. ORDINANCE 1569-115 - VAN BUREN STREET RIGHT-OF-WAY ANNEXATION

City Council will consider an ordinance annexing an approximately half mile strip of right-of-way along Van Buren Street from Avondale Boulevard to 111th Avenue. The Council will take appropriate action.

5 VISTA UPDATE - INTRODUCTION OF NCCC PARTICIPANTS AND FACILITY USE AGREEMENT

The purpose of this item is to provide an update on the implementation of volunteer initiatives through the City's partnership with the Corporation for National and Community Service which provides capacity-building and direct services to support the City of Avondale's priorities in education, crime prevention and volunteer engagement. The National Civilian Community Corps (NCCC) program will be discussed and its members introduced to Council. The facility use agreement for the Civic Center Library will be presented for Council discussion.

6 PUBLIC HEARING CONDITIONAL USE PERMIT FOR VERIZON WIRELESS PHO LITTLETON (PL-14-0112)

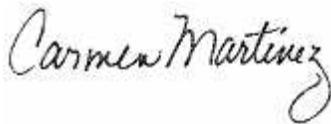
City Council will hold a public hearing and consider a request by Mr. Steve Ciolek of Coal Creek Consulting, for a Conditional Use Permit for a personal wireless service facility that includes a 65' high monopalm in Donnie Hale Park, Cashion, at 10857 West Pima Street. The Council will take appropriate action.

7 EXECUTIVE SESSION

The Council may hold an executive session: (i) pursuant to Ariz. Rev. Stat. § 38-431.03 (A) (4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding (a) settlement of a claim related to an economic development incentive agreement, and (b) a potential economic development agreement; and (ii) pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the sale of real property.

8 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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

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CITY COUNCIL AGENDA

SUBJECT:

Liquor License Temp. Extension of Premises -
Hilton Garden Inn

MEETING DATE:

1/20/2015

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 Ms. Andrea Lewkowitz for a temporary extension of premises of a Series 11 Hotel/Motel Liquor License at the Hilton Garden Inn located 11460 W. Hilton Way in Avondale to be used in conjunction with the City's Bowl Bash event on Friday, January 30th from 6 to 9 pm

DISCUSSION:

Staff has received an application from Ms. Andrew Lewkowitz for a temporary extension of premises of the Series 11 Hotel/Motel liquor license at Hilton Garden Inn located at 11460 W Hilton Way in Avondale. The extension of premises will be used in conjunction with the City's Bowl Bash event on Friday, January 30th from 6 to 9 pm.

This is a city sponsored event that will revolve around the theme of Super Bowl XLIX. The event will feature live music and food vendors. Security will provided by private security and Avondale Police Department.

The Police, Fire, Planning and Finance Departments have reviewed the application and have recommended approval by the City Council.

RECOMMENDATION:

Staff is recommending approval of a request from Ms. Andrea Lewkowitz for a temporary extension of premises of a Series 11 Hotel/Motel Liquor License at the Hilton Garden Inn located 11460 W. Hilton Way in Avondale to be used in conjunction with the City's Bowl Bash event on Friday, January 30th from 6 to 9 pm.

ATTACHMENTS:**Description**

[Application](#)

[Departmental Review](#)

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Date payment received:

____/____/____

CSR initials: _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

This application must be returned to the Department of Liquor
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. **A NON-REFUNDABLE \$50 FEE WILL APPLY.** Specific purpose for change:

Temporary change for date(s) of: 01 / 30 / 2015 through 01 / 30 / 2015 List specific purpose for change:

BONI BASH

1. Licensee's Name: Lewkowitz Andrea Dahlman
Last First Middle

2. Mailing Address: 2600 N. Central Avenue, Suite 1775 Phoenix AZ 85004
Street City State Zip

3. Business Name: Hilton Garden Inn License # 11077041

4. Business Address: 11460 W. Hilton Way Avondale AZ 85323
Street City State Zip

5. Contact phone: [REDACTED] Business phone: (623) 882-3351

6. Email: andrea@lewkowitzlaw.com

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? ____/____/____

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No If yes, when does your Certificate expire? Date: 05 / 21 / 2015

11. What security precautions will be taken to prevent liquor violations in the extended area?
Private security and City of Avondale PD will be on-site during event; ID checks will be at all entrances - wristbands given to those 21 and over.

12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

Investigation Recommendation: Approval Disapproval by: _____ Date: ___/___/___

➡ OBTAIN APPROVAL FROM LOCAL GOVERNING BODY BEFORE SUBMITTING TO THE DEPARTMENT ◀

➡ After completing the application, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature) (Title) (Agency) Date

I, Andrea Dahlman Lewkowitz, declare that I am the APPLICANT and, under penalty of perjury, making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.
(Print full name)

X  Agent 12/18/2014 Date (602) 200-7222 Phone #
(Signature) Title/ Position Date

The foregoing instrument was acknowledged before me this 18 Day December Month 2014 Year

State Arizona County of Maricopa

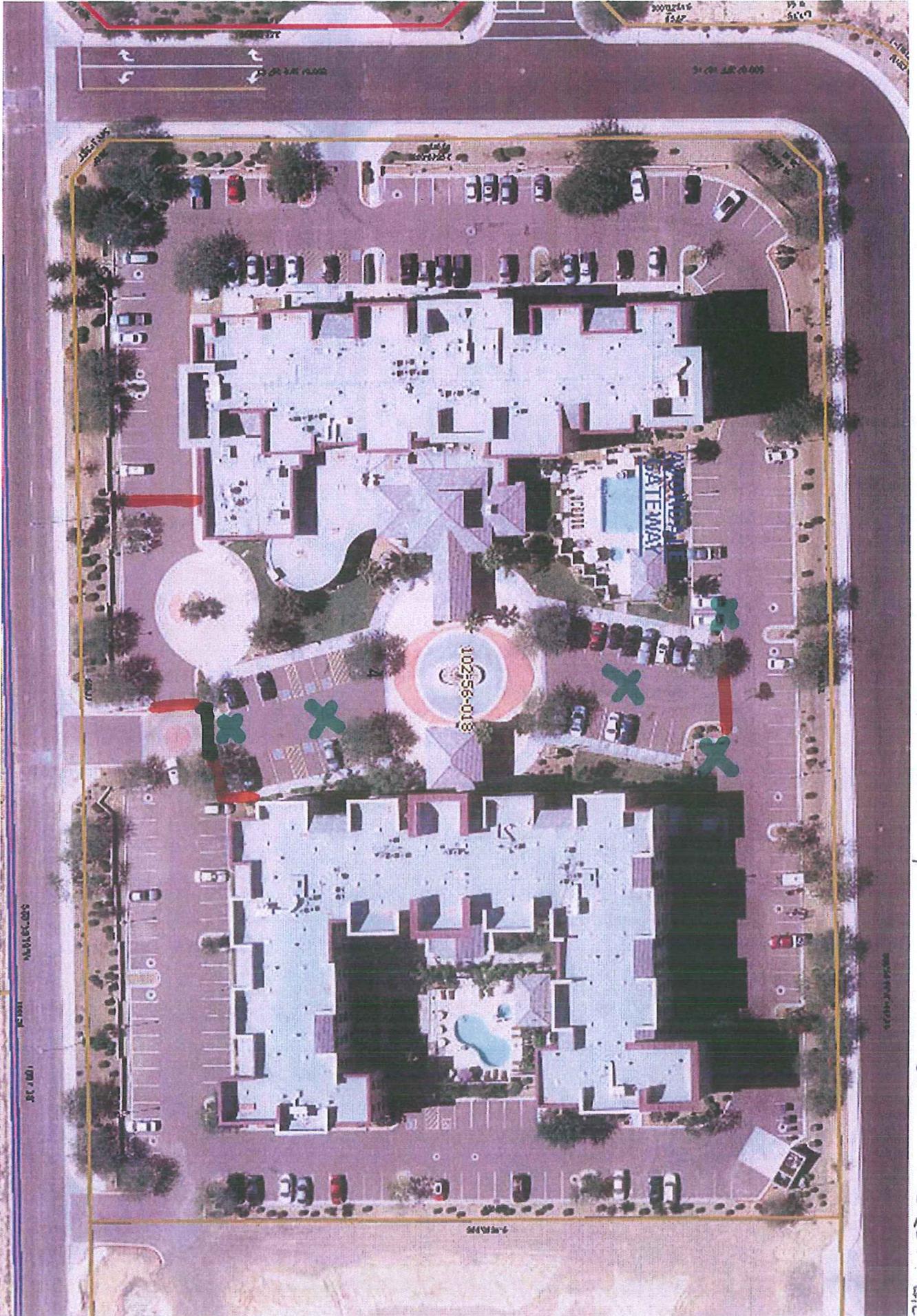
My Commission Expires on 02/12/2017 Date




Signature of Notary Public

Investigation Recommendation: Approval Disapproval by: _____ Date: ___/___/___

Director Signature required for Disapprovals _____ Date: ___/___/___



Hutton / Avondale Road BASH
 Temporary Barriers
 Entrance / Exit
 Friday 10/30/2015
 Security - At Entrance
 and Patrol throughout
 event
 (SOLD AT
 Auction 10/30/2015)



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

TEMPORARY EXTENSION OF PREMISES

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

BUSINESS ADDRESS: 11460 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE
Assistant Police Chief

TITLE

12-22-14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN. 5, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC. 24, 2014

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Date payment received: _____/_____/_____
CSR initials: _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT
This application must be returned to the Department of Liquor
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. **A NON-REFUNDABLE \$50 FEE WILL APPLY.** Specific purpose for change:

Temporary change for date(s) of: 01 / 30 / 2015 through 01 / 30 / 2015 List specific purpose for change:
BOWL BASH

1. Licensee's Name: Lewkowitz Andrea Dahlman
Last First Middle

2. Mailing Address: 2600 N. Central Avenue, Suite 1775 Phoenix AZ 85004
Street City State Zip

3. Business Name: Hilton Garden Inn License # 11077041

4. Business Address: 11460 W. Hilton Way Avondale AZ 85323
Street City State Zip

5. Contact phone: (602) 200-7222 Business phone: (623) 882-3351

6. Email: andrea@lewkowitzlaw.com

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? ___/___/___

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

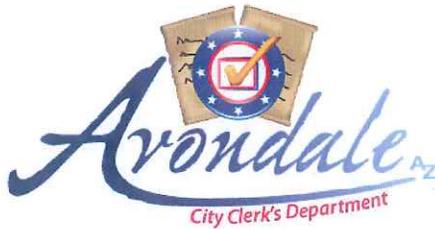
9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No If yes, when does your Certificate expire? Date: 05 / 21 / 2015

* (11) What security precautions will be taken to prevent liquor violations in the extended area?
Private security and City of Avondale PD will be on-site during event; ID checks will be at all entrances - wristbands given to those 21 and over.

12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

* AVONDALE POLICE OFFICERS WILL NOT BE RESPONSIBLE FOR CHECKING ID'S / IDENTIFICATION.



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

TEMPORARY EXTENSION OF PREMISES

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

BUSINESS ADDRESS: 11460 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

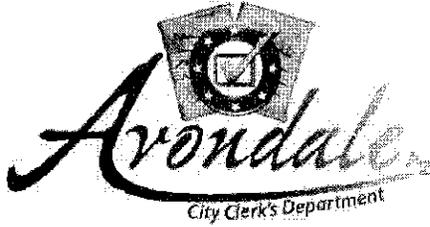
Deputy Chief

TITLE

12-30-14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **JAN. 5, 2015**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **DEC. 24, 2014**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

TEMPORARY EXTENSION OF PREMISES

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

BUSINESS ADDRESS: 11460 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

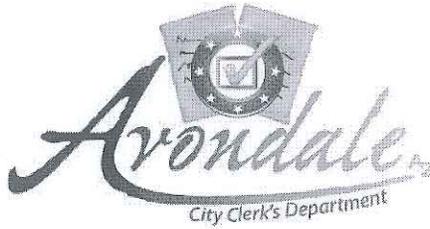


SIGNATURE


TITLE
12/29/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN. 5, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC. 24, 2014



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

TEMPORARY EXTENSION OF PREMISES

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

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DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

BUSINESS ADDRESS: 11460 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



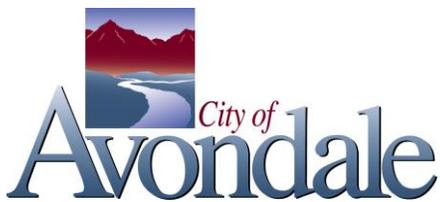
SIGNATURE
Zoning Specialist

TITLE

12/18/14

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN. 5, 2015
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DEC. 24, 2014



DEVELOPMENT SERVICES

MEMORANDUM

DATE: December 18, 2014

TO: Carmen Martinez, City Clerk

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

SUBJECT: Extension of Premises Series – Bowl Bash
Hilton Garden Inn – 11460 W Hilton Way

The site is located on the southeast corner of Interstate 10 and Avondale Boulevard. The building is existing.

A temporary extension of premises is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

The General Plan designates the property as Gateway Employment: Retail/Office/Hotel. The site is currently zoned Planned Area Development (PAD). A hotel is a permitted use within the PAD.

Staff recommends approval of this request.

Attachment: 2014 Aerial Photography
Zoning Vicinity Map

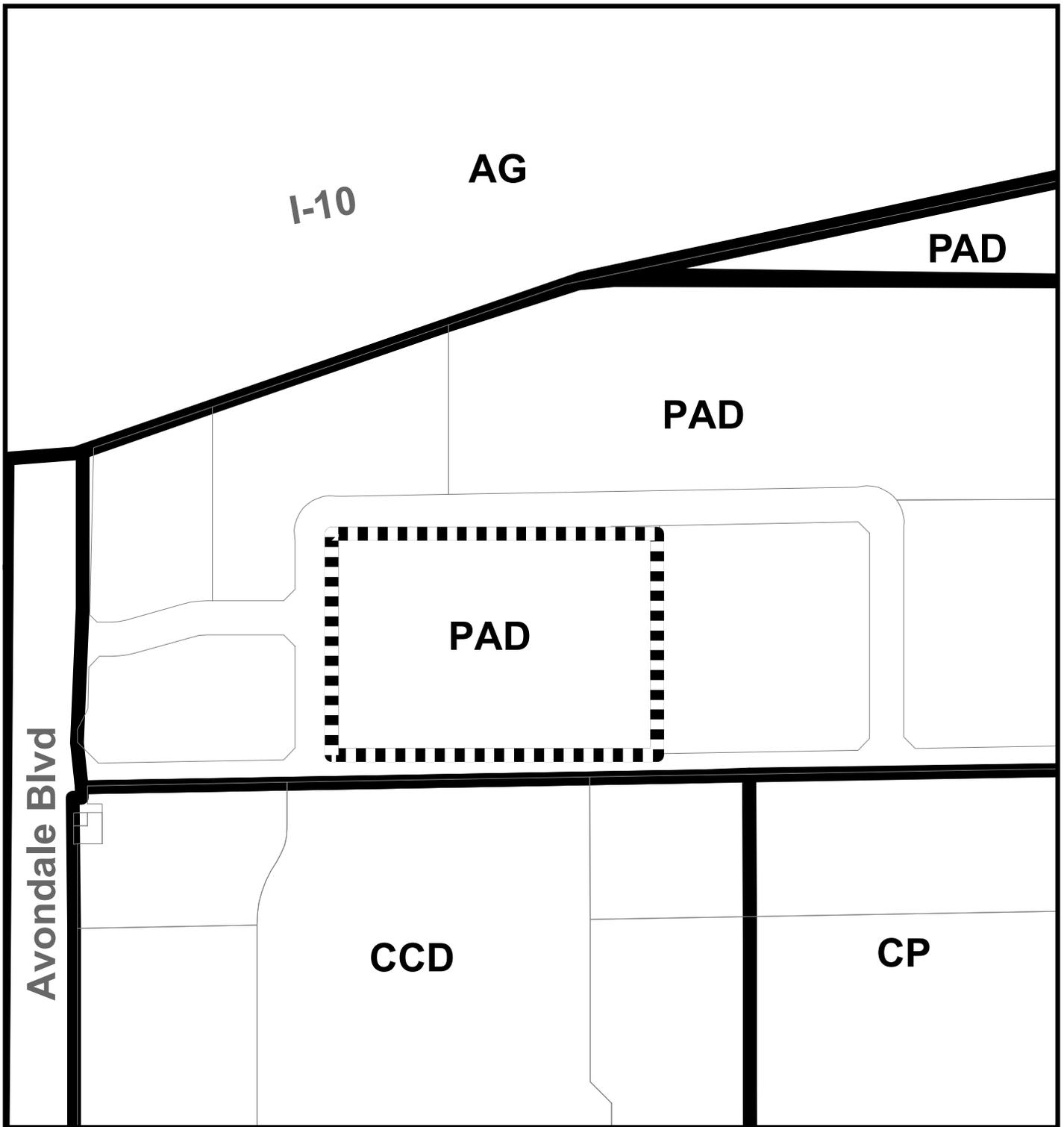


2014 Aerial Photograph



Subject Property





Zoning Vicinity Map



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

TEMPORARY EXTENSION OF PREMISES

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: ANDREA DAHLMAN LEWKOWITZ

BUSINESS NAME: HILTON GARDEN INN

BUSINESS ADDRESS: 11460 W. HILTON WAY

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

DEPARTMENTAL COMMENTS:

APPROVED

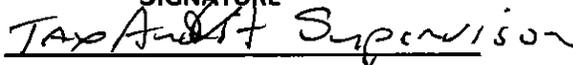
DENIED



SIGNATURE



DATE



TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JAN. 5, 2015

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



CITY COUNCIL AGENDA

SUBJECT:

License Agreement - Crystal Gardens Storage

MEETING DATE:

1/20/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council approve a License Agreement with Crystal Gardens Home Owners Association (HOA) granting the use of a City owned outdoor walled storage area and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The Crystal Gardens HOA has requested the use of City owned real property consisting of a 1,500 square foot outdoor walled storage area, located at Crystal Gardens Parkway and Thomas Road within the Crystal Gardens development. The storage area is on city owned property and was used in the past by the Public Works Department (Public Works) for the storage of small vehicles and equipment. Water Resources no longer uses the storage space and all of the associated City equipment has been moved to the Recharge Facility. Public Works does not plan to use the storage area in the future.

The HOA has requested use of the storage area to house a 20' X 10' Conex metal shipping container which shall house one John Deere Gator and one small metal fuel container for the gator (the equipment). All of the equipment must be in an approved storage unit and the HOA is responsible for ensuring all safety measures, precautions, and regulations are adhered to. The HOA intends to use the Gator to drive the Crystal Gardens property in order to assess and inspect property conditions.

DISCUSSION:

The term of the License Agreement with the HOA shall be for an initial period of five (years) until January 1, 2019. The License Agreement may be canceled by the City without cause 30 days after notification to the Crystal Gardens HOA. This agreement can be dissolved in the event that the City requires the use of the space or at any time that the terms of this agreement are not adhered to. No use of the space is permitted outside of the provisions of this agreement.

BUDGET IMPACT:

No funds are required by the City as a result of the License Agreement.

RECOMMENDATION:

Staff recommends that the City Council approve a License Agreement with Crystal Gardens Home Owners Association (HOA) granting the use of a City owned outdoor walled storage area and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[License Agreement](#)

When Recorded Mail To:

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

LICENSE AGREEMENT

GRANTOR: City of Avondale, an Arizona municipal corporation (the “City”)

GRANTEE: Crystal Gardens Homeowners’ Association, an Arizona non-profit corporation

THIS LICENSE AGREEMENT (this “Agreement”) is entered into and effective _____, 2015, by and between the City and Grantee for the purposes set forth below.

RECITALS

A. The City is the record owner of certain real property consisting of a 1,500-square-foot outdoor walled storage area generally located at Crystal Gardens Parkway and Thomas Road (the “Property”) as depicted on Exhibit A, attached hereto and incorporated herein by reference.

B. The Grantee has requested, and City has agreed to grant to the Grantee, a non-exclusive license upon, over, across and through the Property to use as a storage area for one 20’ x 10’ Conex metal shipping container (the “Container”), which shall contain one John Deere Gator (the “Gator”) and one small metal fuel container for the Gator (the “Fuel Container”) and other materials as particularly set forth in Section 3 below (collectively, the “Permitted Use”). The Container, Gator and Fuel Container shall collectively be referred to herein as the “Equipment.”

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, the mutual covenants set forth herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Grantee agree as follows:

1. Grant of License and Term. The City hereby grants to the Grantee a license (this “License”) on, over, through and across the Property for the Permitted Use for the period from January 5, 2015 until January 5, 2016, (the “Initial Term”) and shall automatically renew for up to four successive one-year terms (each, a “Renewal Term”) unless earlier terminated by the City. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Licensed Period.” This License shall be for the benefit and use of the Grantee and no others.

This License shall automatically terminate and shall be of no force or effect after the Licensed Period.

2. Use of the Property. Grantee shall use due care and diligence in the use of the Property for the Permitted Use during the duration of the Licensed Period and it will at all times exercise its rights hereunder at such times and in such manner as approved by the City and will not cause (i) any interference with the business operations (if any) on the City's Property, (ii) any interference with the customary access to or from the City's Property or (iii) any damage or injury to the City's Property, or to any agents, employees or invitees of the City, ordinary wear and tear excepted. Additionally, Grantee, at its sole expense, without reimbursement from the City, shall:

2.1 Equipment Requirements. Paint the Container to match the Property walls and comply with the Avondale Fire Department regulations for storage of the Fuel Container on the Property.

2.2 Property Restoration. Restore or cause to be restored the portions of the Property accessed or utilized by Grantee pursuant to this License to substantially its original condition prior to the completion of the License Period, ordinary wear and tear excepted.

2.3 No Hazardous Materials. Not (A) release, discharge or deposit any toxic, hazardous or petroleum products onto the Property or (B) store any hazardous materials on the Property other than the Fuel Container and the paint (as permitted in Section 3 below).

2.4 Limitations on Use; Security. Limit access to the Property to the Grantee's board members and property manager only. Not use any portion of the Property for storage of materials or equipment other than the Permitted Use as set forth herein. During Grantee's use of the Property during the License Period, Grantee shall secure the Property to prevent access by unauthorized persons.

3. Additional Storage Items. In addition to the Gator and the Fuel Container, Grantee may use the Container to store paint, temporary fencing and signs (collectively, the "Additional Items"). The Additional Items must be securely stored in the Container when located on the Property.

4. Permits; Compliance with Laws. The Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for Grantee's use of the Property during the Licensed Period. Grantee shall comply with all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances. In exercising any rights and privileges under this License, the Grantee shall comply fully with all applicable permits, authorizations, approvals and other requirements.

5. Liens and Encumbrances. The Grantee represents and warrants that it will maintain the Property free and clear from any liens or encumbrances of any nature whatsoever in connection with the Grantee's use of the Property.

6. No Liability. The City shall not be responsible for the damage, destruction or theft of the Equipment during Grantee's use of the Property.

7. Indemnification. The Grantee covenants and agrees with the City, on behalf of itself or its successors and assigns, as the case may be, to indemnify, defend and to hold harmless the City, its successors and assigns, for, from and against any and all losses, claims, liabilities, costs and expenses which may be claimed or asserted against the City, its successors or assigns, or the Property to the extent arising from the negligence or willful misconduct of the Grantee, including, but without limitation, injury to any person or property, any mechanics' or materialmen's liens or claims of lien which may be asserted against the City as a result of the Grantee's negligence or willful misconduct.

8. Insurance Coverage and Limits. Prior to making use of the Property, the Grantee shall obtain at its own expense, and provide the City with evidence of, insurance sufficient to insure the City's interests against claims for personal injury, bodily injury, death and property damage occurring on, in, or about the Property, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than \$2,000,000.00 and business automobile liability insurance with a limit of \$1,000,000.00 each occurrence on Grantee's Gator used in the performance of the Permitted Use under this License. The City shall be endorsed as an additional insured on each such policy. Grantee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Grantee's board members and property manager engaged in the Permitted Use under this License and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

9. Reservation of Rights. The City hereby reserves all such rights and privileges in the Property as may be used and enjoyed by the City without interfering with or abridging the rights conveyed to the Grantee.

10. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any Property or any portion of any Property to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third party person, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

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

12. Early Termination. The City reserves the right to terminate this License with or without cause 30 days after receipt by Grantee of written notice by the City. The Grantee shall remove all Equipment, Additional Items and non-native material, and return the Property to its original condition (as of the effective date of this License) within 48 hours of termination of this License. If Grantee fails to remove the Equipment and Additional Items from the Property within 30 days after termination of this License, the Equipment and Additional Items will be deemed abandoned property and disposed of by the City pursuant to the Avondale City Code.

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 _____, 2015, 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 in and for the State of Arizona

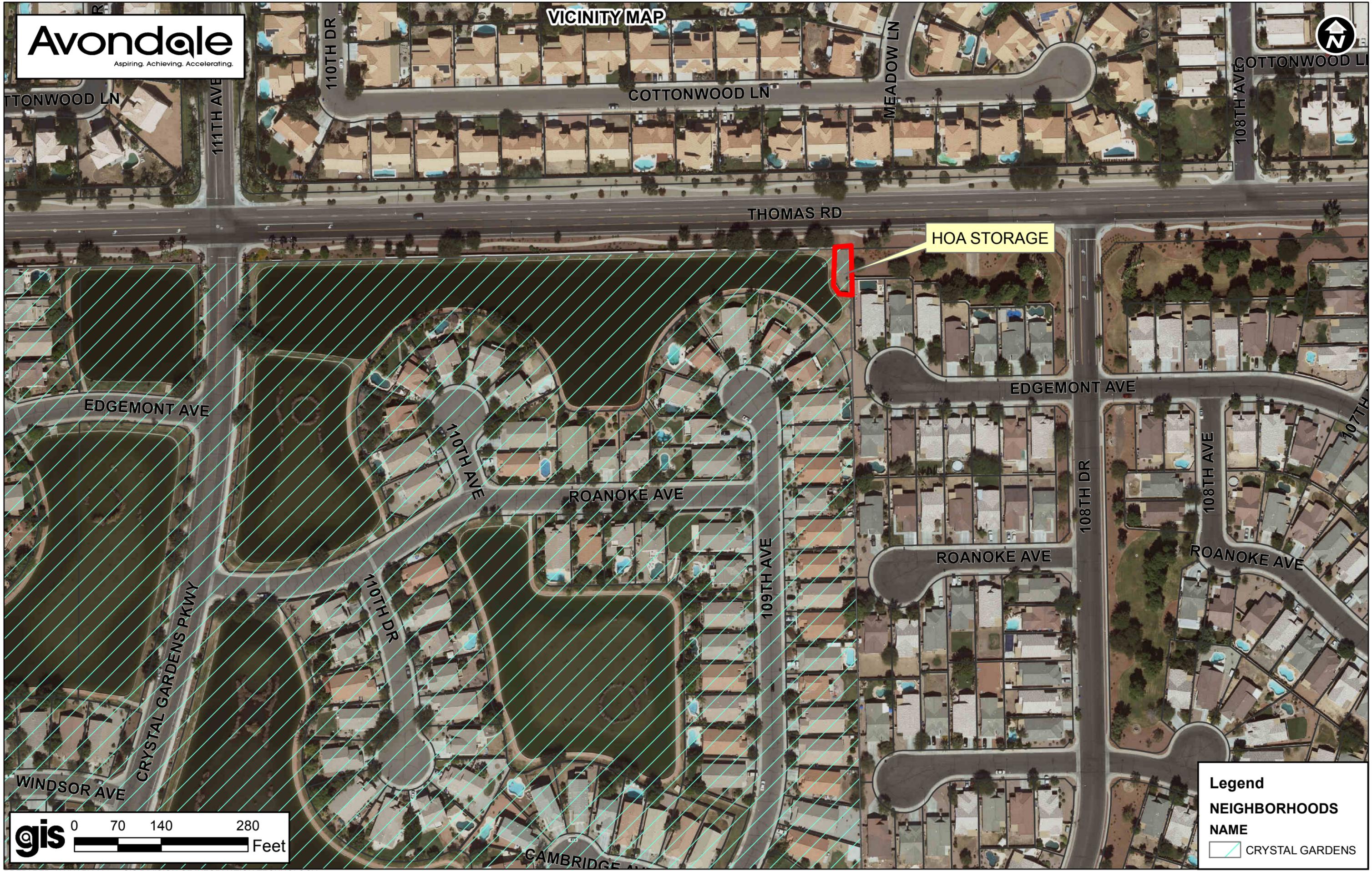
(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
LICENSE AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CRYSTAL GARDENS HOMEOWNERS' ASSOCIATION

[Property]

See following page.



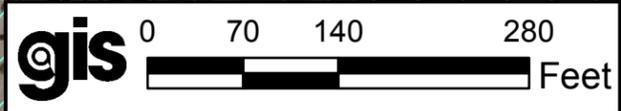
HOA STORAGE

Legend

NEIGHBORHOODS

NAME

 CRYSTAL GARDENS





CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Applied Diving Services, Inc.

MEETING DATE:

1/20/2015

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

Staff requests that the City Council consider a request to approve a Cooperative Purchasing Agreement with Applied Diving Services, Inc. to provide commercial diving services in an annual amount not to exceed \$13,100 with a maximum aggregate amount not to exceed \$65,500; with an option to renew for up to four (4) successive one-year terms; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, the City of Tempe entered into Contract Number WUD14-153-01, dated June 20, 2014 with Applied Diving Services, Inc. The Tempe contract permits cooperative use by other governmental agencies including the City of Avondale. The initial contract term is through June 19, 2015. After expiration of the initial term, this agreement may be renewed for up to four (4) successive one-year terms.

Applied Diving is a current vendor and has satisfactorily provided services to the City in the past.

DISCUSSION:

As part of the focused preventative maintenance programs of the Public Works Department, several divisions will utilize the services provided by Applied Diving Services, Inc. The Production Division will utilize Applied Diving to inspect the reservoirs, both concrete and steel, located throughout the system. The Water Reclamation Facility will utilize the services to inspect the effluent pump wetwell and the Wetlands Division will utilize the services for annual inspection and maintenance of the sedimentation basins at Crystal Gardens Wetlands.

BUDGET IMPACT:

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

Water Production/Repair & Maintenance Wells (501-9122-00-6740)

Water Reclamation Facility/Repair & Maintenance Machinery & Equipment (503-9230-00-6720)

Wetland Treatment/Repair & Maintenance Wetlands (501-9119-00-6745)

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Applied Diving Services, Inc. to provide commercial diving services in an annual amount not to exceed

\$13,100 with a maximum aggregate amount not to exceed \$65,500; and an option to renew for up to four (4) successive one-year terms; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - Applied Diving](#)

COOPERATIVE PURCHASING AGREEMENT – APPLIED DIVING SERVICES, INC.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35691>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Professional Services
Agreement - ARCADIS U.S. Inc. - Pressure Zone Study 1/20/2015
Study

MEETING DATE:

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 the First Amendment to the Professional Services Agreement with ARCADIS U.S., Inc. in March 2014 to complete further work on a Pressure Zone Study for an additional \$92,950 and a maximum total amount of \$159,450, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

City Council approved a professional Services Agreement with ARCADIS U.S., Inc. to review, update, and improve the City Water Model so it could better match the system performance, and to analyze potential pressure zones in the City that could provide some additional pressures in the Northeastern portions of the city. The model update has been completed. A draft report was prepared that looked at alternate pressure zone scenarios, and the effects of each. One scenario looked to be more of an advantage than the others. In addition to providing extra pressure, the study also discovered that implementation of a pressure zone had more effects on the system in terms of water supply locations, future storage requirements, and potential water treatment costs than was previously expected.

DISCUSSION:

Staff has requested ARCADIS U.S., Inc. to further develop this study to provide the following information:

- Provide additional system modeling to identify the optimal rise in pressure in the northern sections of the City without creating too much pressure in the sections that are at lower elevations, such as along the Agua Fria River.
- Conduct additional modeling to ensure that proper future fire flows can be maintained in waterlines near pressure zone boundaries.
- Conduct additional modeling to estimate the amount of water that would need to be produced in each of the booster stations if the pressure zone is implemented. This data will be used to refine the planning of additional well supply and storage required.
- Inspect and confirm the abilities of the booster stations in the upper pressure zone to be able to provide the additional pressure, and provide costs to update if required.
- Further develop the costs to provide the additional pressure, including additional operating costs required when the northern booster stations that use treatment are used more heavily than they currently are.

After completion of this study, staff will make a recommendation to City Council considering the costs and benefits of implementing the pressure zone, before proceeding with any additional work.

BUDGET IMPACT:

Funding for this work is available in the Water Administration Operating Budget (Other Professional Services), line item 501-9110-00-6180.

RECOMMENDATION:

Staff is recommending that the City Council approve the First Amendment to the Professional Services Agreement with ARCADIS U.S., Inc. to complete further work on a Pressure Zone Study for an additional \$92,950 and a maximum total amount of \$159,450, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[PSA - Arcadis](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARCADIS U.S., INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of January 20, 2015, between the City of Avondale, an Arizona municipal corporation (the "City"), and ARCADIS U.S., Inc., a Delaware corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement, No. 13883, dated March 17, 2014, for Consultant to provide a water system model update and pressure zones evaluation (the "Agreement").

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

C. The City and the Consultant desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) include the Additional Services and (iii) increase the compensation to the Consultant for the Additional Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until September 30, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

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

3. Compensation. The City shall increase the compensation to Consultant by \$92,950.00 for the Additional Services at the rates set forth in the Additional Fee Proposal, attached hereto as a part of Exhibit 1, resulting in an increase of the total compensation, from \$66,500.00 to an amount not to exceed \$159,450.00.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARCADIS U.S., INC.

[Additional Scope of Work and Fee Proposal]

See following pages.



Michael N. Smith, P.E.
Public Works Department
Water Resources Group
399 East Lower Buckeye Road, Suite 100
Avondale, AZ 85323

ARCADIS U.S., Inc.
410 N. 44th Street
Suite 1000
Phoenix
Arizona 85008
Tel 602 438 0883
Fax 602 438 0102
www.arcadis-us.com

The Water Division

Subject:
Proposal – Amendment for Water System Model Update and Pressure Zones
Evaluation

Date:
December 1, 2014

Dear Mike:

Contact:
Timothy Francis

This letter contains our proposal to provide additional services for the Water System Model Update and Pressure Zones Evaluation project. Our proposal incorporates the requested additional work in your email of October 23, 2014 and includes tasks to 1) incorporate the City's comments on our August 25, 2014 draft Technical Memorandum, 2) conduct the additional tasks requested, and 3) update the Technical Memorandum. We will conduct the additional work to support the decisions that you need to make on the pressure zone configuration of your potable water system.

Phone:
602-797-4618

Email:
tim.francis@arcadis-us.com

Our ref:
66000864.0021

PROJECT UNDERSTANDING

The City completed a water infrastructure master plan update in 2005. At that time, a hydraulic model was created of the water distribution system, that model was last updated in 2009. Since 2009, this model has been used to evaluate the impacts of new demands, system improvements, and changes to system operations. The model was used by ARCADIS in the 2013 Water Master Plan Update and in the development of design criteria for the Northside Water Supply Facility booster station rehabilitation project, also in 2013. The hydraulic water model serves as an important tool to support key decisions related to operational changes.

From March 2014 through August 2014, ARCADIS updated, verified and recalibrated the hydraulic model. The model update and verification will result in greater confidence in the model results for both the pressure system analysis as well as any future modeling efforts. ARCADIS also evaluated water system pressures using the

Imagine the result

Page:
1/9

verified water system hydraulic model and identified and evaluated various alternatives to increase pressures in the northern portions of the service area where new commercial developments have experienced low water pressures during peak demands. The work summarized in the August 25, 2014 draft Technical Memorandum identified a preferred alternative to improve pressures in the northern areas by splitting up the existing water system into two pressure zones.

The City has requested additional work to further confirm the feasibility of the preferred pressure zone alternative, and to refine the concepts, costs, and benefits of implementing a new pressure zone.

SCOPE OF SERVICES

Task 1 – Project Management

ARCADIS will provide project management and coordination services for the anticipated six-month project schedule. The project management services will include:

- Conducting and documenting project status meetings as required. ARCADIS will conduct the following meetings:
 - During Task 6 to discuss results, findings and conclusions of the work under Tasks 2 through 5.
 - During Task 11 to present the updated modeling results, final conclusions and recommendations, and to review comments on the updated technical memorandum.
- Monitor the progress of the project from a schedule and budget perspective and submitting, with project invoices, a monthly report indicating work progress versus the planned schedule and expenditures.

Task 2 - Modify Draft Technical Memorandum

ARCADIS will incorporate all City Comments received on the August 25, 2014 Water System Model Update and Pressure Zone Evaluation draft Technical Memorandum. The comments were provided in an email dated September 16, 2014 and discussed

with the City on September 24, 2014. Per the City's comments, the draft technical memorandum will be split into two separate reports under the following subtasks.

2.1 Water System Model Update Technical Memorandum

ARCADIS will incorporate all City comments on Chapters 1 and 2 of the draft technical memorandum, and prepare and submit a final Water System Model Update Technical Memorandum in digital (PDF) format and five (5) bound hard copies.

2.2 Pressure Zone Evaluations Technical Memorandum

ARCADIS will incorporate all City comments on Chapters 3 and 4 of the draft technical memorandum. ARCADIS will address all textual and figure comments discussed with the City, including the following major changes:

- There will be no pressure increases in the South area, all booster pump settings in the South will be returned to existing conditions.
- Modify the report figures to show the North pressure zone area only.
- Include write ups on the additional modeling work conducted to assess approximate 15 psi and 19 psi average pressure increases in the North.

In addition to addressing all City comments, ARCADIS will also prepare the technical memorandum to include all additional work described in the remaining tasks below.

Task 3 - Conduct Additional Pressure Increase Modeling

ARCADIS will conduct an additional modeling analysis to identify maximum average pressure increases that can be achieved during peak demands without exceeding pressures of 85 psi during low demand conditions (when maximum pressures will occur) in older areas in the North, on each side of the riverbed. The additional work will be conducted for the preferred pressure zone alternative only:

- Prepare a discussion of City pressure policies for the water system based on information provided by the City.
- Check the 19 psi average increase scenario previously modeled to determine pressures near the riverbed under minimum demand conditions.
- Based on the check of the 19 psi average increase scenario, identify one additional model run (booster station set points) that will lower the maximum pressures near the riverbed to 85 psi or less during low demands. Set up and conduct the model run to determine the average pressure increase that

can be achieved in the North under peak demands, while maintaining maximum pressure increases to 85 psi or less near the riverbed under low demands.

- Incorporate the model results into technical memorandum:
 - Written description of model results.
 - Conclusions developed on maximum average pressure increases that can be achieved without exceeding 85 psi near the riverbed as noted above.

ARCADIS will assess the new modeling results, as well as the 15 and 19 psi average pressure increase modeling results, and recommend one pressure zone alternative (with one set of booster pump settings) to be carried into the remaining additional analyses in the tasks below.

Task 4 – Conduct Fire Flow Analyses

ARCADIS will complete fire flow modeling runs (residential and industrial) for the selected pressure zone alternative (and increased booster pressure settings determined from Task 3) in the North part of the system:

- Compare the results of the fire flow analysis with fire flow results for existing conditions and identify differences (areas with significant loss of fire flows and/or deficiencies, if any).
- Identify system upgrades to maintain existing fire flow capacity with the new pressure zone configuration, if significant changes and/or deficiencies are identified.
- Incorporate findings and recommendations into technical memorandum.

Task 5 – Verify Ability of North Area Booster Stations and Well 23 to Accommodate Higher Pressures

ARCADIS will evaluate the capabilities of the booster stations in the North area and Well 23 to operate at the increased system pressures:

- Conduct site visits to Gateway, Garden Lakes and Well 23 to gather detailed information on booster and well pumps. ***The City will provide relevant design information for the Northside facility rehabilitation project for the assessment.***
- Assess pumping data to determine where the booster station and well pumps are currently operating on their respective pump curves. ***The City***

will provide relevant pumping data including flows produced, pressures, run times, etc.

- Assess current booster station operations including VFD configuration, coordination between pumps, and sites. Assess the capability of the control systems to maintain and monitor the stability of the distribution system at the higher system pressures. Assess the pump run times and cycling data and provide an evaluation of the control system's performance. ***The City will provide the relevant data on pump run times and cycling.***
- Assess booster pump and well capabilities to operate at higher pressures and still stay within their preferred operating ranges.
- Identify any improvements needed for the booster pumps and well to operate at increased system pressures.
- Incorporate findings and recommendations into technical memorandum.

Task 6 - Conduct Project Workshop

A workshop will be conducted with City staff to present and discuss the additional modeling and work conducted in Tasks 2 through 5. ARCADIS will prepare the agenda, presentation and handout materials; and facilitate discussions to confirm the conclusions and to fully develop the preferred pressure zone alternative (and increased booster station settings) for final evaluations. ARCADIS will prepare and submit the meeting notes within 5 working days of the workshop.

Task 7 - Develop Opinions of Incremental Annual O&M Costs

ARCADIS will evaluate the incremental annual O&M costs of the preferred pressure zone alternative as compared to existing conditions:

- Develop comparison of power costs for existing conditions and the pressure zone alternative. ***The City will provide existing power use data and power rate information to be used in the analysis.***
- Develop comparison of water treatment O&M costs for existing conditions and pressure zone alternative. ***The City will provide existing water treatment cost data for use in the analysis.***
- Develop annual O&M cost opinion for new PRV stations.
- Prepare summary of O&M cost comparisons and identify incremental annual O&M costs if the City should implement the new pressure zones configuration.
- Incorporate findings into the technical memorandum.

Task 8 - Develop Refined Opinions of Capital Costs

ARCADIS will update the opinion of capital costs to implement the preferred pressure zone alternative (and increased booster pump settings):

- Prepare a report figure that illustrates the recommended PRV stations installation.
- Prepare a takeoff cost estimate for the PRV stations installation that includes estimated land purchase, equipment purchase, and construction. ***The City will provide land cost estimates for use in the analysis.***
- Estimate capital costs of booster station and well improvements needed (to operate at the higher system pressures), if needed.
- Update water supply and storage capacity calculations to identify 1) demand projections for the new North and South pressure zones, and 2) update the production and storage capacity requirements over time for both the South and North pressure zones under the preferred configuration. Include estimates of capital costs for new wells and storage in the cost opinions.
- Incorporate findings into the technical memorandum.

Task 9 - Summarize Pressure Zone Recommendations, Costs and Benefits

ARCADIS will prepare a concise summary of the costs and benefits of implementing the preferred pressure zone alternative. The summary will include the advantages (and disadvantages) of the proposed pressure zone boundary changes and increased pressures in the north, incremental annual O&M costs, and estimated capital costs should the City decide to implement the new pressure zone configuration.

ARCADIS will prepare an implementation strategy should the City choose to implement the pressure zone boundary changes. The strategy should consider if booster pump settings should be increased incrementally and at what increments.

Task 10 - Prepare and Submit Updated Draft Technical Memorandum

ARCADIS will prepare a Technical Memorandum that 1) incorporates all City comments on the August 25, 2014 draft Technical Memorandum (completed in Task 1) and 2) summarizes the additional modeling and work results, final recommendations for improving system pressures, and a listing of the costs and benefits that will result from the preferred pressure zone configuration. ARCADIS will

also prepare a concise draft Executive Summary for inclusion in the Technical Memorandum. ARCADIS will prepare and submit the draft Technical Memorandum in digital (PDF) format for City review.

Task 11 - Review Draft Technical Memorandum

ARCADIS will conduct a workshop/meeting with City staff to discuss findings, conclusions and recommendations of Tasks 7 through 10, and to receive and discuss City comments on the draft Technical Memorandum. ARCADIS will prepare the agenda, presentation and handout materials; and facilitate workshop discussions. ARCADIS will prepare and submit the workshop notes within 5 working days of the workshop.

Task 12 - Prepare and Submit Final Technical Memorandum

ARCADIS will prepare a response log for all City comments received and review the response log with the City. Based on the final response log, ARCADIS will address all City comments on the draft Technical Memorandum and Executive Summary. ARCADIS will conduct final quality assurance/quality control reviews and prepare and submit a final Pressure Zone Evaluations Technical Memorandum. The final Technical Memorandum will be submitted in digital (PDF) format, as well as five (5) bound hard copies.

ARCADIS will also prepare and submit the updated water system hydraulic model files, along with documentation of the content of the model files.

PROJECT DELIVERABLES

The following deliverables will be provided as part of this project:

- Technical Memorandum summarizing the water system model review, updates, and calibration results.
- Technical Memorandum summarizing recommendations for improving system pressures, and a listing of the benefits (and any disadvantages) that will result from the recommended improvements.
- GIS maps of proposed pressure zone boundaries and any piping or pumping improvements required under each alternative evaluated.

- Updated hydraulic model files.

PROJECT SCHEDULE

The duration of this project is anticipated to take 6 months upon receipt of notice-to-proceed. A data request list will be provided as soon as possible after notice-to-proceed.

BUDGET

ARCADIS will complete the Scope of Services for a not-to-exceed fee of **\$92,950** based on the breakdown of tasks shown on the table below.

Estimated Project Budget

Task and Deliverable	Hours	Budget
Task 1 – Project Management	52	\$10,000
Task 2 – Modify Draft Technical Memorandum	52	\$7,070
Task 3 – Conduct Additional Pressure Increase Modeling	37	\$4,820
Task 4 – Conduct Fire Flow Analyses	43	\$5,660
Task 5 – Verify Ability of North Area Booster Stations and Well 23 to Accommodate Higher Pressures	77	\$11,100
Task 6 – Conduct Project Workshop	12	\$2,100
Task 7 – Develop Opinions of Incremental Annual O&M Costs	74	\$10,100
Task 8 – Develop Refined Opinions of Capital Costs	114	\$12,900
Task 9 – Summarize Pressure Zone Recommendations, Costs and Benefits	28	\$4,310
Task 10 – Prepare and Submit Updated Technical Memorandum	72	\$10,000
Task 11 – Review Draft Technical Memorandum	12	\$2,100
Task 12 – Prepare and Submit Final Technical Memorandum	62	\$8,710
Travel and Miscellaneous Expenses	--	\$4,080
TOTAL		\$92,950



Mr. Michael Smith
December 1, 2014

ARCADIS appreciates the opportunity to continue providing our professional services to the City of Avondale on this project. Should you have any questions regarding the proposed scope of work or estimated fee, or if we can be of assistance in any matter, please feel free to contact me at 602-797-4618.

Sincerely,

ARCADIS U.S., Inc.

A handwritten signature in black ink that reads "Timothy Francis". The signature is written in a cursive, flowing style.

Timothy Francis, P.E., BCEE
Principal Environmental Engineer, Project Manager

Hourly Rate Schedule

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2015 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

2015 CONV	
Category	Hourly Rate
Design Tech II/Field Technician II	69
Drafter I/Field Technician III and IV	82
Drafter II/Field Technician V	94
Document Tech	118
Project Assistant I and II	132
CADD Designer /Field Supervisor	182
Engineer/Scientist	123
Staff Engineer/Scientist/Architect	138
Project Engineer/ Scientist/Architect	148
Senior Engineer/ Scientist/Architect I	153
Senior Engineer/Scientist/Architect II	183
Principal Engineer/Scientist/Architect I	230
Principal Engineer/Scientist/Architect II	263
Engineer/Scientist Director	279

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation - \$0.62 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting – a schedule of monthly web hosting rates is available for client access web sites

Rates will be adjusted on an annual basis in accordance with the CPI-U index +1%.

CONV



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3235-115 Intergovernmental Agreement with Arizona Game and Fish Commission

MEETING DATE:

1/20/2015

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

The purpose of this report is to request the City Council adoption of a resolution authorizing an intergovernmental agreement (IGA) with the Arizona Game and Fish Commission (Game and Fish) relating to an urban sport fishing recreational program (the program) at Avondale Friendship Park (Friendship Park).

BACKGROUND:

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). The program is recognized nationally as one of the best in the country. The Program is a partnership with the Game and Fish and local Parks and Recreation Departments to stock and manage park lakes for fishing recreation. There are currently 36 designated Community Fishing Program lakes in 15 cities. Most of these lakes are stocked from 20 to 24 times per year with trout, catfish and sunfish. The cost to participate in the program is \$410.

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 Friendship Park is an eligible facility for the program. Friendship Park is an easily accessible facility and the size of the pond (1 acre) is perfect the administration of the program. Staff would like for the City Council to approve the IGA with Game and Fish so that staff from both entities can initiate a community fishing program at Friendship Park.

DISCUSSION:

The IGA shall be in effect for a period of four (4) years and will terminate on June 30, 2018 unless either party elects to terminate the agreement early. A Sixty (60) day notice must be provided by either party wishing to terminate the agreement early.

Game and Fish and the City agree to the following terms and conditions associated with the establishment, maintenance, and administration of the program:

Game and Fish shall:

- Inform the public of the purpose and intent of the Community Fishing Program through

Department publications, website, media, and education programs.

- Recommend regulations to license requirements and bag and possession limits specific to the designated Community Fishing waters
- Print and issue Community Fishing Licenses and other applicable licenses to authorized license dealers in the local area and statewide. Licenses will also be available from Department offices and online.
- Stock Friendship Park with catchable rainbow trout in December and February, and channel catfish in October, April, and June. Adjustments to these stocking schedules may be required due to climatic conditions, fish availability and condition, or lake water quality conditions.
- Stock sunfish at least once annually into Friendship Park.
- Other approved fish species will be stocked as necessary to: 1) establish a resident fish population, 2) augment existing fish populations, 3) maintain a balanced fishery, or 4) improve angler success rates.
- Monitor basic water quality and biological indicators as needed and provide lake assessment reports to the City.
- Design and provide one or more public Fishing Information Stations, program information, and regulation signs
- Conduct periodic angler surveys
- Enforce rules and regulations and Arizona Revised Statutes, Title 17 (Game and Fish laws), in cooperation and coordinate with local law enforcement officials, justice courts, and park staff
- Provide advice, technical assistance, and guidelines on lake and fishery management
- Work with the City to design and install suitable fish habitats as needed
- Establish an account to utilize funds paid to the Department by the City for operation of this program.

The City shall:

- Inform park users of the Community Fishing Program through facilities and website, and allow "Open to the Public" Sport Fishing Education programs
- Install and maintain the arch support frame(s) for the kiosk(s) and bulletin board(s) at mutually agreed-upon locations
- Provide the Game and Fish with any necessary keys to locks and/or gates to gain access for program management
- Pay Game and Fish the sum of \$410 per acre, per year under the Expansion Strategy rates. The sum of Rates will increase approximately 1.5% from FY15-16 to FY17-18.
- Notify Game and Fish of anticipated and emergency management measures that may affect the management and operations of the program
- With assistance of Game and Fish, develop and/or implement lake management plans.
- Monitor and maintain the lakes and water quality
- Discourage excessive populations of domestic waterfowl and remove as necessary
- Assist in the enforcement of State, City and Park codes, rules, regulations and laws as applicable
- Provide and maintain park and lake access for anglers, contractors, Department personnel, and program instructors at no charge.

Both parties shall:

- Work in harmony for the common purpose of managing the program
- Meet annually at the supervisory level to discuss issues, operations and maintenance, planning, budgeting, and other activities relating to the program
- Seek to obtain funding opportunities for projects that: 1) create, enhance, or restore fish habitat, water quality, or angler access; or 2) increase or enhance recreational angling opportunities

BUDGET IMPACT:

Funding for the program is included in the Parks, Recreation, and Libraries Department Budget: 101-5220-00-6320 – Parks Contractual Maintenance and Grounds.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an intergovernmental agreement (IGA) with the Arizona Game and Fish Commission (Game and Fish) relating to an urban sport fishing recreational program (the program) at Avondale Friendship Park (Friendship Park).

ATTACHMENTS:**Description**

[Resolution 3235-115](#)

RESOLUTION NO. 3235-115

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA GAME AND FISH COMMISSION RELATING TO A COMMUNITY FISHING PROGRAM AT FRIENDSHIP PARK.

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

SECTION 1. The Intergovernmental Agreement with Arizona Game and Fish Commission relating to establishing a community fishing program at Friendship Park (the “Agreement”) 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 take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, January 20, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3235-115

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
ARIZONA GAME AND FISH COMMISSION
AND
THE CITY OF AVONDALE, AZ**

Pursuant to A.R.S. § 11-952 *et. seq.*, this Intergovernmental Agreement is made this ____ day of _____, 2015, by and through the Arizona Game and Fish Commission (“Commission”), and the City of Avondale, an Arizona municipal corporation (“City”). The terms “Department” and “Director” in this Agreement hereinafter refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

WHEREAS, the Commission has statewide responsibility for the management of wildlife, including fish, and the City owns certain park lands, including artificial lakes which it maintains for public use as recreation areas; and,

WHEREAS, both entities desire to provide urban sport fishing recreational opportunity to the extent such a program is found practical (the “Community Fishing Program”); and,

WHEREAS, the Commission has authority under A.R.S. § 17-231(B)(7) to make agreements with other entities for the operation of wildlife facilities and the conduct of related management studies, and the City has authority under A.R.S. § 11-933 to provide the Community Fishing Program through its Parks, Recreation & Libraries Department; and,

WHEREAS, the Department acts under the authority of the Commission;

NOW THEREFORE, the parties agree to conduct the Community Fishing Program at Friendship Park located at 12325 West McDowell Road, Avondale, Arizona as follows:

AGREEMENT:

The Commission agrees that the Department Shall:

1. Inform the public of the purpose and intent of the Community Fishing Program. This will include coverage in Department publications, website, and other outlets as well as the media (radio, television, newspapers) to ensure broad coverage. This may include conducting Sport Fishing Education programs (fishing clinics) for the general public and requesting groups in cooperation with the City. Specific scheduling information about Department sanctioned programs will be provided to the City as soon as possible.
2. Recommend regulations to the Commission pertaining to license requirements and bag and possession limits specific to the designated Community Fishing Program waters herein.

3. Print and issue Community Fishing Licenses and other applicable licenses to Department-authorized license dealers in the local area and statewide. Licenses will also be available from Department offices and online.
4. Under the Department's "Expansion Strategy", stock Friendship Park with catchable rainbow trout in December and February, and channel catfish in October, April, and June. Catfish stocking will cease from approximately June 14 through September 15 due to heat stress factors. Adjustments to these stocking schedules may be required due to climatic conditions, fish availability and condition, or lake water quality conditions.

Stock sunfish at least once annually into Friendship Park. Other approved fish species will be stocked as necessary to: 1) establish a resident fish population, 2) augment existing fish populations, 3) maintain a balanced fishery, or 4) improve angler success rates.

5. Monitor basic water quality and biological indicators as needed to determine if lake conditions are suitable for fish stockings. Provide periodic lake assessment reports to the park manager. Notify the City by a phone call to the appropriate park management staff of any public health or safety concerns found by the Department.
6. For each participating water, design and provide one or more Fishing Information Stations (kiosks with bulletin board) so that current Community Fishing Program information may be posted for the public. Design and provide Community Fishing Program information and regulation signs, and replacements as needed, for all primary access points around each participating lake.
7. Conduct periodic angler surveys to ascertain angler effort and harvest, angler satisfaction, and performance success of the program.
8. Enforce Commission rules and regulations and Arizona Revised Statutes, Title 17 (Game and Fish laws). Cooperate and coordinate with local law enforcement officials, justice courts, and park staff to ensure angler compliance.
9. Provide advice, technical assistance, and guidelines on lake and fishery management to the City.
10. Work with the City to design and install suitable fish habitats as needed to provide adequate cover from predators and spawning habitats.
11. Establish an account to utilize funds paid to the Department by the City for operation of this program.

The City Shall:

1. Inform park users of the Community Fishing Program and allow “Open to the Public” Sport Fishing Education programs at the included waters. Install and maintain a Department-provided Fishing Information Station (kiosk with bulletin board) at each lake to post current Community Fishing Program information for the public.
2. Install the arch support frame(s) for the kiosk(s) and bulletin board(s) at mutually agreed-upon locations, and maintain as needed by removing graffiti, and notifying the Department of damage to the frame, and attached signage and/or kiosk.
3. Make information on the Community Fishing Program available to the public at park facilities, on the City website, and other outlets.
4. Provide the Department with any necessary keys to locks and/or gates to gain access to the waters for stocking, monitoring water quality, or conducting creel surveys.
5. Pay to the Department the sum of \$1,015 per surface acre for intensively stocked under the Department’s “Traditional Strategy” (every other week from mid September to mid June). For waters stocked under the “Expansion Strategy” (every other month from October to June, the rate shall be \$410 per acre. Rates will increase approximately 1.5% from FY15-16 to FY17-18 budget cycles in accordance with the following fee schedule:

Water	Area (Acres)	Stocking Strategy	FY15-16 Cost/acre	FY15 Cost	FY15 Due Date	FY16 Cost	FY16 Due Date	FY17-18 Cost/acre	FY17 Cost	FY17 Due Date	FY18 Cost	FY18 Due Date
Friendship Park	1.00	Expansion: bi-monthly October-June	\$410	\$410	7/31/2014	\$410	7/31/2015	\$416	\$416	7/31/2016	\$416	7/31/2017
			TOTAL	\$410	7/31/2014	\$410	7/31/2015	TOTAL	\$416	7/31/2016	\$416	7/31/2017

These funds shall be used to defray the cost of program operations, including costs for fish required hereunder; Payments made to the Department may be leveraged to obtain federal grant funding or other grant funding opportunities. If this opportunity arises, the City will be notified in writing by the Department, and it will be necessary to verify that all or a portion of the municipal fees do not originate from federal sources.

6. Promptly notify the Department of anticipated and emergency management measures that may affect the management and operations of the Community Fishing Program. This may include lake and landscape construction or repairs, water supply or aeration disruptions, and other activities or occurrences that may affect public health, safety, and access to fishing and stocking activities.
7. With assistance from the Department, develop and/or implement lake management plans for each water that include operation and maintenance of the lake, the sport fishery, and facilities and accommodations for anglers.

8. Monitor and maintain the lakes and water quality in a manner consistent with all other requirements and regulations upon the City. Regularly remove trash and debris from the lakes. Remove and dispose of dead fish in a timely manner and notify the Department CFP Manager if there is an unusual amount of dead or dying fish. Actively control nuisance aquatic vegetation, excessive or harmful algae blooms, and any aquatic invasive species.
9. Discourage excessive populations of domestic waterfowl and remove as necessary. Discourage populations of cormorants, a fish eating aquatic bird, through park landscape management and other permissible techniques. Allow the Department to conduct Migratory bird depredation activities as needed, and as permitted by the U.S. Fish and Wildlife Service.
10. For lakes with aeration systems, maintain a fully operational system to support good water quality. Ensure that aeration systems or other lake management systems are not limiting angler access or use, unless necessary to conduct maintenance or repairs. Manage and integrate landscape activities to be compatible with the maintenance of good lake water quality.
11. Assist in the enforcement of State, City and Park codes, rules, regulations and laws (including ARS Title 12 and Title 17 Game and Fish Laws), as applicable. Assist the Department in the enforcement of fishing laws by reporting violations or suspected violations to the Department Operation Game Thief hotline (1-800-352-0700), by verbal warnings, and by citations as necessary to achieve compliance goals.
12. Provide and maintain angler access to shoreline areas at each lake and provide suitable shoreline accommodations for angler use year round.
13. Provide access to the waters so that Sport Fishing Education contractors, Department personnel, and volunteer instructors may conduct Sport Fishing Education programs at no charge.
14. Provide suitable park and lake access to allow for the yearlong stocking of fish using large, heavy vehicles by the Department and their fish contractors at the lakes.

The Parties Mutually Agree To:

1. Work in harmony for the common purpose of managing a Community Fishing Program. Encourage a united and professional approach by personnel of both Parties in seeking solutions to problems and challenges that may arise in fish and angler management programs.
2. Meet annually at the supervisory level to discuss issues, operations and maintenance, planning, budgeting, and other activities relating to park management and the

- Community Fishing Program. To review accomplishments and to develop and prioritize activities for the coming year, joint meetings will be held as necessary to foster close cooperation on Agreement implementation and Community Fishing Program operations.
3. Cooperate and exchange biological, management and other information useful in the effective operation of a Community Fishing Program.
 4. Seek to obtain funding opportunities for projects that: 1) create, enhance, or restore fish habitat, water quality, or angler access; or 2) increase or enhance recreational angling opportunity. These funds may be transferred directly, or through reimbursement, to the City. Funding availability through the Department is uncertain, but may include support through the Sport Fish Restoration Federal Assistance Program, State Wildlife Grant Program, Arizona Heritage Fund, or other sources. To provide for the future transfer of special funds, the Parties agree to enter into mutually acceptable collection agreements. Future agreements will be developed within the framework of this Intergovernmental Agreement, and applicable grant and agreement requirements are to be approved by agency directors.

General Provisions:

1. Effective Date and Duration. This Agreement shall not be in effect until signed by all Parties hereto. Unless terminated earlier by operation of the terms of this Agreement, or by agreement of the Parties in writing, this four (4) year Agreement will terminate on June 30, 2018.
2. Termination Generally. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement will cease, and all unencumbered monies deposited for use by the Department will be returned to the City.
3. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, or first class mail, postage prepaid, to the Parties as follows:
 - A. David W. Fitzhugh, City Manager
City of Avondale
11465 W Civic Center Drive
Avondale AZ 85323

With copy to:
Andrew J. McGuire, Esq
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553

B. To the Department:
Mr. Chris Cantrell
Arizona Game and Fish Department
5000 West Carefree Highway
Avondale, Arizona 85086

4. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
5. Audit. Pursuant to A.R.S. § 35-214 all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.
6. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the Parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising under this Agreement, where not in conflict with Federal Law, with each Party to bear its own attorney's fees and costs.
7. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
8. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
9. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
10. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
11. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

12. Illegal Immigration. The Parties agree to comply with Executive Order 2005-30, “Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors,” the provisions of which are hereby incorporated by reference.
13. Employer-Employee Relationship. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between City and any State employee, or between State and any City employee. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party’s obligation to withhold Social Security and income taxes for any of its employees.
14. Indemnity. Each Party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees, hereinafter collectively referred to as ‘claims’) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
15. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of its date. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

CITY OF AVONDALE

By: _____
David W. Fitzhugh, City Manager Date

ATTEST: _____
Carmen Martinez, City Clerk

APPROVAL OF THE CITY ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the City and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the City of Avondale under the laws of the State of Arizona.

Dated this _____ day of _____, 2015 _____
Andrew J. McGuire, City Attorney

ARIZONA GAME AND FISH COMMISSION

By: _____
Larry D. Voyles Date
Secretary to the Commission and
Director, Arizona Game and Fish Department

APPROVAL OF THE ARIZONA GAME AND FISH COMMISSION ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the City of Avondale, Arizona and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the Arizona Game and Fish Commission under the laws of the State of Arizona.

Dated this _____ day of _____, 2015 _____
Jim Odenkirk, Attorney
Arizona Game and Fish Commission



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3236-115 - First Amendment to the Intergovernmental Agreement with Tolleson Union High School District

MEETING DATE:

1/20/2015

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 adopt Resolution 3236-115 First Amendment to the Intergovernmental Agreement with Tolleson Union High School District of Maricopa County (District) extending the term of the agreement to install compound water meters and backflow prevention devices and operation and maintain of on-site water utility infrastructure, and authorize the Mayor of City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On March 3, 2014 Mayor and Council approved an Intergovernmental Agreement between the City of Avondale and Tolleson Union High School District for the installation of compound water meters and backflow prevention devices and operation and maintenance of on-site water utility infrastructure. The original IGA is set to expire on February 3, 2015.

DISCUSSION:

Upon review of the permit submittal it was determined that there would need to be a complete analysis of the fire sprinkler system to determine flow demand based on the pressure drop created by the new backflow preventers.

In order to allow the district more time to perform the study, obtain the necessary permits and complete the work over summer break, the term of the IGA will be extended to August 31, 2015.

BUDGET IMPACT:

Funding in the amount of \$70,000, the amount to be reimbursed to the District for the purchase and installation of two (2) compound meters, is still available in the Water Distribution Operation and Maintenance Budget, account number 501-9100-00-7495 (Meters). A request to rollover the funds to next fiscal year will be provided to the Finance and Budget Department as completion may occur after June 29, 2015.

RECOMMENDATION:

Staff is requesting that the City Council adopt a resolution authorizing the first amendment to the Intergovernmental Agreement with Tolleson Union High School District extending the term of the agreement to install compound water meters and backflow prevention devices and operation and maintain of on-site water utility infrastructure.

ATTACHMENTS:

Description

[Resolution 3236-115](#)

RESOLUTION NO. 3236-115

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT RELATING TO THE INSTALLATION OF COMPOUND WATER METERS AND BACKFLOW PREVENTION DEVICES, AND OPERATION AND MAINTENANCE OF ON-SITE WATER UTILITY INFRASTRUCTURE.

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

SECTION 1. The First Amendment to the Intergovernmental Agreement with Tolleson Union High School District relating to the installation of compound water meters and backflow prevention devices and the operation and maintenance of on-site water utility infrastructure (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 take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, January 20, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3236-115

[Amendment]

See following pages.

**FIRST AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TOLLESON UNION HIGH SCHOOL DISTRICT**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "First Amendment") is entered into as of January 20, 2015, between the City of Avondale, an Arizona municipal corporation (the "City"), and Tolleson Union High School District of Maricopa County, Arizona, a political subdivision of the State of Arizona (the "District").

RECITALS

A. The City and the District entered into an Intergovernmental Agreement, dated February 3, 2014, Contract No. 13880C, for the District to install compound meters and backflow prevention devices at Westview High School (the "Agreement").

B. The City has determined that additional time is necessary for the District to complete the installations.

C. The City and the District desire to enter into this First Amendment to extend the term of the Agreement.

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 District hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until August 31, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

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 District 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 either party 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

“District”

TOLLESON UNION HIGH SCHOOL
DISTRICT OF MARICOPA
COUNTY, ARIZONA, a political
subdivision of the State of Arizona

By: _____
Kenneth N. Weise, Mayor

By: _____
Dr. Lexi Cunningham, Superintendent

Date: _____

Date: _____

ATTEST:

Carmen Martinez, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above First Amendment on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire, City Attorney

Attorney for the District



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3237-115 - Authorizing Signatories on
City Bank Accounts

MEETING DATE:

1/20/2015

TO: Mayor and Council**FROM:** Pilar Aguilar, Assistant Director - Finance & Budget**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting Council adopt a resolution authorizing the Mayor, Vice-Mayor, City Manager, Assistant City Manager, City Clerk, and Finance and Budget Director to execute checks and other items for and on behalf of the City and authorizing the Assistant City Manager and the Finance and Budget Director to authorize electronic payments and transfers and declaring an emergency.

BACKGROUND:

The financial institutions with which the City does its banking require that the City take formal action to name the individuals authorized to execute checks and other financial items on behalf of the City as well as endorse checks and other items payable to the City.

On June 2, 2014, the City Council adopted resolution 3196-614 authorizing the following officials for the aforementioned transactions:

Kenneth N. Weise, Mayor
Frank Scott, Vice Mayor
David Fitzhugh, Acting City Manager
Kevin Artz, Finance & Budget Director
Carmen Martinez, City Clerk

DISCUSSION:

Since the adoption of resolution 3196-614, there has been a permanent selection of City Manager, David Fitzhugh, selection of a new Vice Mayor and new Finance & Budget Director it is necessary to update the authorized signors for the City's bank accounts. New bank signature cards will need to be completed with the bank for Stephanie Karlin, Vice Mayor and Abbe Yacoben, Finance and Budget Director.

The officials authorized by this resolution are:

Kenneth N. Weise, Mayor
Stephanie Karlin, Vice Mayor
David Fitzhugh, City Manager
Kevin Artz, Assistant City Manager
Carmen Martinez, City Clerk
Abbe Yacoben, Finance & Budget Director

In addition, the resolution authorizes the Assistant City Manager and Finance and Budget Director (or authorized designee) to execute ACH (or other electronic means), wire transfers for an on behalf of the City and transfers from the City's operating account to other City investment or bank accounts.

The resolution also declares an emergency, as the immediate operation of the resolution is necessary for the preservation of the public peace by ensuring that City operations continue without interruption.

RECOMMENDATION:

Staff recommends that Council adopt a resolution updating the names of the officials authorized to execute checks and other financial items for and on behalf of the City and authorizing the Assistant City Manager and the Finance and Budget Director to authorize electronic payments and transfers and declaring an emergency.

ATTACHMENTS:

Description

[Resolution 3237-115](#)

RESOLUTION NO. 3237-115

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

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

WHEREAS, by Resolution 3196-614, adopted June 2, 2014, the City authorized the Mayor, Vice Mayor, City Manager, City Clerk and City Finance and Budget Director to sign checks on behalf of the City; and

WHEREAS, the City has a new Vice-Mayor and City Finance and Budget Director.

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

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

SECTION 2. Effective January 20, 2015, the Mayor of the City, Kenneth N. Weise, is hereby authorized to execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit.

SECTION 3. Effective January 20, 2015, the Vice-Mayor of the City, Stephanie Karlin, is hereby authorized to execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit.

SECTION 4. Effective January 20, 2015, the City Manager of the City, David Fitzhugh, is hereby authorized to execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit.

SECTION 5. Effective January 20, 2015, the City Clerk of the City, Carmen Martinez, is hereby authorized to execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit.

SECTION 6. Effective January 20, 2015, the Assistant City Manager of the City, Kevin Artz, or his authorized designee, is hereby authorized to (i) execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit, (ii) execute ACH (or other electronic means) and wire transfers for and on behalf of the City and (iii) execute transfers from the City operating account to (a) the City's payroll, the City's investments and other City accounts or (b) any other account as directed by the City Council.

SECTION 7. Effective January 20, 2015, the City Finance and Budget Director of the City, Abbe Yacoben, or her authorized designee, is hereby authorized to (i) execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit, (ii) execute ACH (or other electronic means) and wire transfers for and on behalf of the City and (iii) execute transfers from the City operating account to (a) the City's payroll, the City's investments and other City accounts or (b) any other account as directed by the City Council.

SECTION 8. This Resolution applies to all City bank accounts held in any bank or other financial institution.

SECTION 9. Checks drawn upon the City accounts for amounts less than one thousand dollars (\$1,000.00) shall bear one signature of the Mayor, the Vice-Mayor, the City Manager, the Assistant City Manager, the City Finance and Budget Director or the City Clerk. Checks drawn upon said accounts for the amounts of one thousand dollars (\$1,000.00) or more shall bear two signatures of (i) either the Mayor or the Vice-Mayor and (ii) the City Manager, the Assistant City Manager, the City Finance and Budget Director or the City Clerk.

SECTION 10. The immediate operation of this Resolution is necessary for the preservation of the public peace and welfare by ensuring that City operations continue uninterrupted. An emergency is hereby declared to exist and this Resolution shall be in full force and effect from and after the passage by the Council and approval by the Mayor.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, January 20, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3238-115 - Intergovernmental Agreement with Maricopa County Relating to the HOME Investment Partnership Act Funding

MEETING DATE:

1/20/2015

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

Staff is requesting that City Council approve a resolution authorizing the City to enter into an Intergovernmental Agreement with Maricopa County to allow the City to receive an allocation of federal funding under the HOME Investment Partnership Act in the amount of \$148,229 for the 2014-2015 fiscal year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In May, 2005 the City Council adopted Resolution 2485-05 which allowed the City to enter into the Maricopa HOME Consortium Intergovernmental Agreement with Maricopa County and other municipalities in the Valley. The agreement resulted in the City becoming a member of the Maricopa HOME Consortium, and entitles the City to a portion of the Consortium's annual allocation of HOME funds from the US Department of Housing and Urban Development (HUD). The original agreement, which secures the City's membership in the Consortium, has been renewed in subsequent years, and remains in effect.

DISCUSSION:

Until 2013, the Maricopa HOME Consortium Intergovernmental Agreement was sufficient to secure each member's portion of the annual HOME allocation provided by HUD through the County. At that time, HUD determined that this IGA was insufficient, and required that Maricopa County (as lead agency) enter into individual IGAs with each constituent member to secure the member's annual share of the total HOME allocation.

This second IGA identifies the total amount of HOME funding provided to the City during FY 2014-2015, as well as activities that the City will undertake with these funds. With City Council approval in April, 2014, staff prepared and submitted the City's 2014-2015 Annual Action Plan to HUD, which designated the use and allocation amounts of these funds to specific HOME-eligible activities.

BUDGET IMPACT:

There is no budgetary impact at this time. This is not additional funding. It is the same funding that was included in the annual action plan that was brought before Council and approved in April, 2014. At that time, Council approved providing the required 25% match funding which has already been appropriated in the budget.

RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution authorizing an intergovernmental agreement with Maricopa County to allow the City to receive an allocation of federal funding under the HOME Investment Partnership Act in the amount of \$148,229 for the 2014-2015 fiscal year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Resolution 3238-115](#)

RESOLUTION 3238-115 -INTERGOVERNMENTAL AGREEMENT WITH MARICOPA
COUNTY RELATING TO THE HOME INVESTMENT PARTNERSHIP ACT FUNDING

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35699>



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1568-115 Code Amendment to Allow Fishing at Friendship Park

MEETING DATE:

1/20/2015

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

Staff is requesting that the City Council consider an ordinance amending the Avondale Municipal Code, Chapter 17, Section 17-31 relating to designated fishing areas to allow fishing at Avondale Friendship Park (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:

Unless otherwise posted, fishing shall be allowed at the Crystal Gardens Water Treatment Facility and Friendship Park (the Fishing Areas). Fishing at both fishing areas will be subject to the rules and regulations of the City of Avondale and Game and Fish.

The Fishing at Crystal Gardens will be catch and release while the fishing at Friendship Park will be catch and keep. The fish that are stocked at Crystal Gardens must be maintained at certain levels due to the water treatment process at the pond. The pond at Friendship Park does not have this type of requirement.

BUDGET IMPACT:

There is no budgetary impact associated with the approval of this request.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance to amend the Avondale Municipal Code, Chapter 17, Section 17-31 relating to designated fishing areas to allow fishing at Avondale Friendship Park (Friendship Park).

ATTACHMENTS:

Description

[Ordinance 1568-115](#)

ORDINANCE NO. 1568-115

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 17, PARKS AND RECREATION, ARTICLE III, FISHING IN PARKS, RELATING TO DESIGNATED FISHING AREAS.

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

SECTION 1. The Avondale City Code, Chapter 17, Article III (Fishing in Parks), Section 17-31 (Designated Fishing Areas) is hereby amended as follows:

17-31 – Designated Fishing Areas.

Unless otherwise posted, fishing shall be allowed at the Crystal Gardens Water Treatment Facility (the “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 ~~facility~~ FISHING AREAS and this chapter, as follows:

- (a) Fishing AT THE FACILITY will be “catch and release” only. No fish may be removed from the facility. FISHING AT FRIENDSHIP PARK WILL BE “CATCH AND KEEP.”
- (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 ~~facility~~ 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.

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 20, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1569-115 - Van Buren Street Right-of-Way Annexation

MEETING DATE:

1/20/2015

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

Staff is recommending Council adoption of an ordinance annexing an approximately half mile strip of right-of-way along Van Buren Street from Avondale Boulevard to 111th Avenue.

DISCUSSION:

Over the last few months, there has been an increase in semi-trucks parking on the south side of Van Buren Street between Avondale Boulevard and 111th Avenue. Upon looking into the possibility of establishing and enforcing a no parking zone in this area, staff realized that while the property was deeded by the Hurley's in the early 2000's as part of the land purchase for the construction of city hall, a portion of the right-of-way remained under county jurisdiction.

Annexation of this right-of-way will allow for the city to establish and enforce no-parking zones along Van Buren Street as well the enforcement as any other traffic violations. In addition, by annexing the right-of-way, the city will be able to ensure that the road is maintained to city standards.

RECOMMENDATION:

Staff is recommending Council adoption of an ordinance annexing an approximately half mile strip of right-of-way along Van Buren Street from Avondale Boulevard to 111th Avenue.

ATTACHMENTS:

Description

[Ordinance 1569-115](#)

ORDINANCE NO. 1569-115

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO A PORTION OF RIGHT-OF-WAY AND ROADWAY, GENERALLY LOCATED ALONG VAN BUREN ROAD EAST OF AVONDALE BOULEVARD.

WHEREAS, it is the desire of the Council of the City of Avondale (the “City Council”) to annex said territory into the corporate limits of the City of Avondale (the “City”); and

WHEREAS, ARIZ. REV. STAT. § 9-471(N) allows for the annexation of county right-of-way and roadway containing no taxable real property into an adjacent city if the property to be annexed is adjacent to the city for the entire length of the annexation and if the city and the county each approve the proposed annexation as a published agenda item at a regular public meeting of their respective governing bodies; and

WHEREAS, the property proposed for annexation (i) consists of (a) Maricopa County right-of-way and roadway and (b) City-owned right-of-way and roadway containing no taxable real property and (ii) is adjacent to the City for its entire length; and

WHEREAS, this Ordinance has been duly posted as an agenda item at a regular meeting of the City Council.

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 parcel of land in Maricopa County, Arizona, generally located along Van Buren Road east of Avondale Boulevard, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Annexation Area”), is hereby annexed into the corporate boundaries of the City of Avondale.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of 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, January 20, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1569-115

(Map and Legal Description of Annexation Area)

See following pages.

VAN BUREN RIGHT-OF-WAY EAST OF AVONDALE BOULEVARD

ANNEXATION LEGAL DESCRIPTION

Those portions of Section 7, Township 1 North, Range 1 East and Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northwest corner of Section 7, thence North 89°06'59" East along the north line of said Section 7 a distance of 683.00 feet to The True Point of Beginning;

Thence North 00°00'11" West a distance of 23 feet a point on a line 23 feet North of and parallel with the South Line of said Section 6;

Thence North 89°06'59" East along said parallel line a distance of 83.46 feet;

Thence departing from said line, North 00°02'17" West a distance of 10.00 feet to a point on a line 33.00 feet North of a parallel with the South line of said Section 6;

Thence North 89°06'59" East along said parallel line for a distance of 478.03 feet;

Thence departing from said line, South 00°19'22" East a distance of 33.00 feet to a point on the North line of said Section 7 and the monument line of Van Buren Street;

Thence North 89°06'59" East a distance of 1236.01 feet to the North quarter corner of said Section 7;

Thence South 00°16'35" East along the mid-section line of Section 7 a distance of 65.00 feet to a point on a line parallel with and 65.00 South of the North line of said Section 7 being the South right-of-way line of Van Buren Street;

Thence South 89°06'59" West along said right-of-way line a distance of 2400.85 feet;

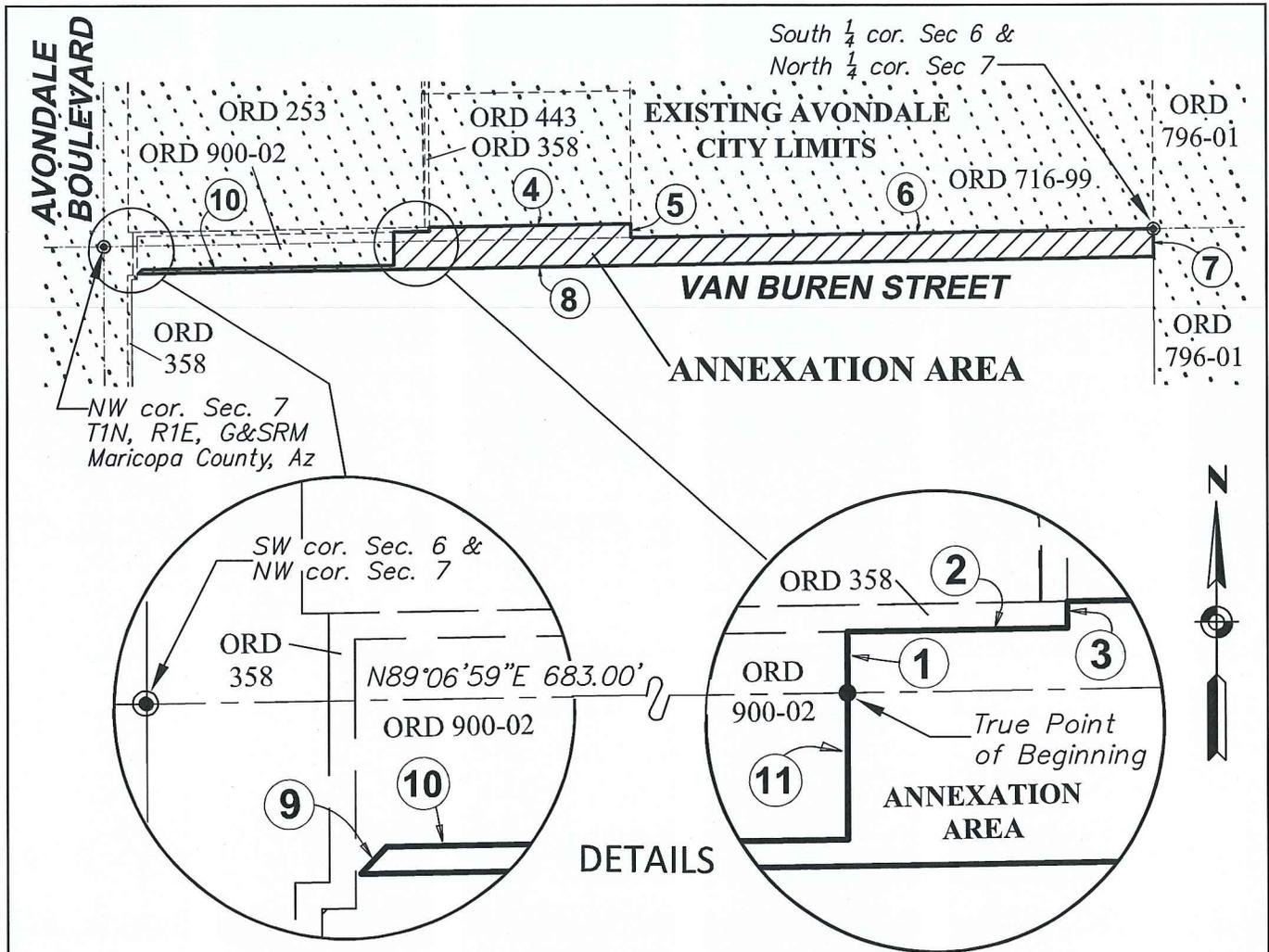
Thence departing from said line North 44°28'39" East a distance of 14.23 feet to a point on a line 55.00 feet south of a parallel with the South line of said Section 7;

Thence North 89°06'59" East along said parallel line a distance of 593.05 feet;

Thence departing from said line, North 00°09'41" West a distance of 55.00 feet to the True Point of Beginning.



expires: June 30, 2016



LINE TABLE		
NO	BEARING	DISTANCE
1	N00°00'11"W	23.00'
2	N89°06'59"E	83.46'
3	N00°02'17"W	10.00'
4	N89°06'59"E	478.03'

5	S00°19'22"E	33.00'
6	N89°06'59"E	1236.01'
7	S00°16'35"E	65.00'
8	S89°06'59"W	2400.85'
9	N44°28'39"E	14.23'
10	N89°06'59"E	593.05'
11	N00°09'41"W	55.00'

Avondale

DEVELOPMENT AND
ENGINEERING
SERVICES
DEPARTMENT



EXPIRES: June 30, 2016

ANNEXATION MAP
VAN BUREN STREET RIGHT-OF-WAY
EAST OF AVONDALE BOULEVARD
Part of Sections 6 & 7,
T1N, R1E, G&SRM

DATE: 12-17-2014
DSN:
DRN: LS
CHK: CH

PROJECT NAME
VAN BUREN ANNEXATION

PAGE: 1 of 1



CITY COUNCIL AGENDA

SUBJECT:

VISTA Update - Introduction of NCCC participants and facility use agreement

MEETING DATE:

1/20/2015

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

The purpose of this item is to provide an update on the implementation of volunteer initiatives through the City's partnership with the Corporation for National and Community Service which provides capacity-building and direct services to support the City of Avondale's priorities in education, crime prevention and volunteer engagement. The National Civilian Community Corps (NCCC) program will be discussed and its members introduced to Council. The facility use agreement for the Civic Center Library will be presented for Council discussion.

BACKGROUND:

The AmeriCorps VISTA is the national service program of the Corporation for National and Community Service, designed specifically to fight poverty. Founded in 1965 as Volunteers in Service to America, the program became part of the AmeriCorps network of programs in 1993. VISTA supports efforts to alleviate poverty by engaging individuals in a year of full-time service with a sponsoring organization to create or expand programs designed to bring individuals and communities out of poverty. VISTA members do not provide direct services to low-income individuals, but rather work to increase the capacity of organizations to fight poverty.

The Neighborhood & Family Services, Parks, Recreation & Libraries and Police Departments collaborated on an application for five VISTA members to assist in building our programs in the areas of education, community outreach and crime prevention. The City of Avondale's application was approved in February 2014 for five members. One member is assigned to the Police Department, one is assigned to Parks, Recreation and Libraries and three are assigned to Neighborhood and Family Services. The City provides matching funds that cover the stipends of two members for a total of \$22,704 per year, is charged on a monthly basis beginning in July, 2014. In addition, the City provides a housing stipend of \$150 per month (\$9,000 annually) for eligible members. These stipends make our positions more competitive to national and local candidate pools. The City of Avondale began the implementation of its VISTA program in March 2014.

The first phase of the implementation process included the supervisor's training, the recruitment and selection of qualified candidates, and the training and orientation of VISTA members to the community and the program objectives. Staff training was completed in October 2014. The recruitment of three members and orientation has been completed. Staff is currently recruiting two members for assignment within Neighborhood and Family Services.

To date, VISTA members have been instrumental in researching best practices, harnessing volunteers and gleaning donations for various projects within the departments. Research has been completed on a volunteer management database, grant applications were submitted for STEM/STEAM programs in support of initiatives with the Mosaic Arts Center and training programs regarding crime prevention have been drafted and utilized to educate our most vulnerable populations. The success of this program has led to additional opportunities for community service in the City of Avondale, such as the utilization of the AmeriCorps NCCC (National Civilian Community Corps) program.

The NCCC program "strengthens communities and develops leaders through direct, team-based national and community service. Drawn from the successful models of the Civilian Conservation Corps of the 1930s and the U.S. military, AmeriCorps NCCC is built on the belief that civic responsibility is an inherent duty of all citizens and that national service programs work effectively with local communities to address pressing needs". In September 2014, The City of Avondale received approval for an NCCC Team to complete several activities in the areas of urban development, environmental stewardship and energy conservation under the Avondale Thrives Initiative.

The Avondale Thrives Initiative will include, but will not be limited to the following activities:

1. Housing study – The City of Avondale’s last housing study was completed in 2009 during the height of the last recession. Updated information is essential in determining the current state of our housing stock prior to the determination of changes to our community development policies.
2. Community Enhancements – The service provided by the NCCC members will expedite the City's timeline to preserve and maintain various public parks and community areas.
3. Energy Conservation – The City of Avondale will partner with local utility companies to implement energy conservation activities in targeted neighborhoods.
4. Born Learning Trail – This child development initiative provides young children with an opportunity to “get active, have fun and boost language and literacy skills”. The "trail" features age-appropriate, simple-to-construct activities that will be constructed at the Care1st Avondale Resource Center or in area parks and/or libraries.

These activities will afford NCCC members the opportunity to interact with the residents benefiting from their service, witness the immediate value of the project to the community, and have substantial sustainable benefit to the City of Avondale for years to come. The Team, consisting of 9 members, began their service to Avondale on January 8, 2015. They will be serving our community through February 19, 2015.

DISCUSSION:

The Parks Recreation and Libraries Department (PRLD) utilized one VISTA volunteer for a capacity building project that enhances job training skills for community residents. The City was in need of an operator for the retail and services space located at the South entrance of the Civic Center Library. The City has tried unsuccessfully to operate the space as a concession operation using the services of for-profit contractors. Staff worked with the VISTA volunteer to utilize the library space as an employment training center. The VISTA volunteer successfully coordinated the operation with a non-profit group, One Step Beyond.

One Step Beyond provides programming to train and develop individuals with developmental disabilities. The programs provide the participants with job training and life skills to enhance their independence. One Step Beyond programs teach job skills in a safe, controlled environment designed to simulate a real-life workplace. The programs incorporate all of the skills and abilities required to master and keep a job, including: excelling in simple tasks, mature workplace behavior, and effective communication with co-workers and supervisors.

Through the coordinating efforts of the VISTA volunteer, the City and One Step Beyond have developed a program that will utilize the library space as a job skills development center that will include a book store. The book store will sell used library books and a portion of the book store sales will fund library programming. In addition, the One Step Beyond program participants will learn how to manage and operate a library book store.

BUDGET IMPACT:

Funds were authorized in the current budget for the conversion of the Civic Center Library concession space in fund 101-8110-00-6320. Program costs will be covered by One Step Beyond.

RECOMMENDATION:

This item is for information and discussion only.



CITY COUNCIL AGENDA

SUBJECT: Public Hearing Conditional Use Permit for
Verizon Wireless PHO Littleton (PL-14-0112)

MEETING DATE: 1/20/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

REQUEST: A Conditional Use Permit for a new personal wireless service facility for Verizon Wireless PHO Littleton in Donnie Hale Park, Cashion.

PARCEL SIZE: Leased areas are 24 by 26- 8 (ground equipment) and 16 by 16 (monopalm)

LOCATION: 10857 West Pima Street (SEC Pima/4th Street and 109th Avenue/Jessie May Way).

APPLICANT: Mr. Steve Ciolek, Coal Creek Consulting (480) 246-4131

OWNER: City of Avondale

BACKGROUND:

Donnie Hale Park (Exhibits A, B, and C) existed as a County park prior to the adjacent property being platted on June 27, 1962 as Cashion Terrace. The property was annexed on December 7, 1987, and zoned Single Family Residential (R1). The Maricopa County deeded the property to the City of Avondale through a quit claim deed September 13, 1989. In 1990, the Zoning Map was amended by the City Council to Single Family Residential (R1-6).

The property is designated by the General Plan Land Use Map as Open Space and Parks. Open Space and Parks are areas set aside for active and passive public recreation.

SUMMARY OF REQUEST:

The applicant is proposing a new personal wireless service facility (PWSF) in the southeast corner of Donnie Hale Park consisting of a 65' high monopalm in a 16' by 16' lease area and a walled equipment yard in a 24' by 26'-8" lease area (Exhibits E & F). The 65' high monopalm will replace one of the existing live palm trees standing in a row along the west side of the basketball courts. The replaced live palm tree will be relocated south, near the walled equipment yard, where it will stand with a group of five existing palm trees. A note on the plans indicates that the applicant will warranty the relocated live palm tree for one year, replacing it if it dies. The equipment yard will be screened from view by a 12' high decorative masonry wall, including the emergency generator and

prefabricated building. The power and communications cables connecting the PWSF monopalm and the ground equipment, a distance of approximately 55 feet, will be buried so as not be visible.

The applicant is requesting a Conditional Use Permit (CUP) in conformance with Section 708.B.1.b of the Zoning Ordinance, which requires a CUP for PWSFs exceeding 35' in height.

PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed rezoning on Tuesday, August 5, 2014, at 6:00 P.M. at Avondale City Hall. The meeting was advertised in the July 22, 2014, edition of the West Valley View. A notification sign was erected on the subject property on or before July 22, 2014. Additionally, 152 property owners within 500 feet of the boundary of Donnie Hale Park were notified of the meeting by First Class mailed letters sent by the applicant on July 22, 2014. No members of the public attended the neighborhood meeting (Exhibit G).

Subsequent to the distribution of the staff report to Planning Commission, but prior to the Planning Commission public hearing, a resident of Avondale Senior Village contacted staff by telephone to ask whether the PWSF could interfere with pacemakers. Staff stated that based upon the Federal Communications Commission's (FCC) webpage, PWSFs do not affect pacemakers in use currently and that the amount of radio frequency energy is much less than being near a microwave oven or carrying a cellphone in a shirt pocket. The resident requested that staff print the FCC information and mail it to her, which was done. Staff called the resident the day of the Planning Commission hearing to ask if she had any questions or would be attending. The resident stated that she could not attend, thanked staff for the FCC information, and said that the FCC information neither states that PWSF is completely safe or is hazardous vis-à-vis pacemakers, in her opinion. She stated that she neither supported nor opposed the CUP request.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing at 6:30 p.m. on Thursday, November 18, 2014, for the request of a CUP (Exhibit J). No members of the public spoke in favor or opposition to the request, and the Planning Commission had no questions for staff or the applicant. The Planning Commission voted 4-0 to recommend approval with the two standard recommended conditions of approval recommended by staff. The two standard conditions of approval recommended are:

1. The Verizon Wireless PHO Littleton personal wireless service facility shall conform to the project narrative and site plan dated September 30, 2014.
2. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.

ANALYSIS:

Zoning Ordinance Section 708, Towers and Antennae

Section 708 regulates personal wireless service facilities (PWSF). In accordance with the Zoning Ordinance, the applicant's Project Narrative provides a list of existing structures within a half-mile radius that are of sufficient height and that are eligible for co-location under City requirements (Exhibit E). The three identified structures are the ball field lights in Donnie Hale Park, an existing SRP utility pole on 107th Avenue to the southeast, and a communications lattice tower north of Lower Buckeye Road to the northwest. All three candidate structures were eliminated for co-location opportunities. The configuration of ball field lights in Donnie Hale Park would require the PWSF antennae to be mounted too low on the structure, providing insufficient coverage; SRP rejected co-location on their structure because at that location there would be insufficient room for their maintenance trucks to maneuver in the area between the residential perimeter block wall and the associated walled equipment yard for the PWSF (see Exhibit E, pages 4-6, for an email from SRP); and, Verizon's Radio Frequency engineer rejected the lattice tower north of Lower Buckeye Road because it was outside of the coverage gap the new PWSF is intended to close.

Also in accordance with the PWSF CUP requirements of the Zoning Ordinance, the applicant has provided vicinity service coverage maps for existing and proposed conditions (Exhibit H). The existing coverage map shows that the area has marginal indoor and good outdoor wireless service from Verizon, and the proposed coverage map shows that the new PWSF would produce good indoor and outdoor wireless service through Verizon.

The Zoning Ordinance requires that a paved parking space be provided for the maintenance vehicle, the equipment yard be entirely screened and landscaped, and the vertical structure fostering the antennae be of an alternative design (so-called “stealth design”) to minimize negative visual aesthetic impacts. The required parking space is provided by utilization of a parking space in the existing paved parking lot for the park along Pima/4th Street, north of the lease area (Exhibit E, sheet LS-1). The maintenance person will park their vehicle there and walk to the PWSF for routine maintenance. The ground equipment, consisting of a 10’-8” high prefabricated equipment shelter and an 8’-3” high emergency generator, will be entirely screened behind a 12’ high block wall painted to match the adjacent perimeter wall (Exhibit E, sheet Z-3), and the perimeter of the ground equipment yard will be landscaped with trees, palms, shrubs, ground cover plants, and decomposed granite by the applicant (Exhibit E, sheet LP-1). The alternative “stealth” design proposed by the applicant is a faux palm design, which takes advantage of the existing palm trees onsite. A photo simulation of how the faux monopalm would appear from various surrounding locations is provided to demonstrate how potentially adverse aesthetic visual impacts are minimized (Exhibit I). By choosing a faux palm tree alternative “stealth” design, and locating it in the vicinity of existing live palm trees, the proposed also conforms to the Commercial/Industrial/Multi-Family Design Manual’s guideline for communications towers. The Design Manual states that PWSFs should be disguised as a tree and be located within 50 feet of similar live trees.

Zoning Ordinance 108. Conditional Use Permits

Section 708 of the Zoning Ordinance also requires that new freestanding (that is, not co-located in an existing structure) PWSFs 35 feet or higher obtain a Conditional Use Permit (CUP). In order to grant a CUP, Section 108.C.2 of the Zoning Ordinance lists five findings that must be met:

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

(i) The proposed PWSF is compatible with the General Plan. The General Plan Land Use Map identifies the subject site as Open Space and Parks (Exhibit A). The site is a City public park, Donnie Hale Park (Exhibit C). The proposed PWSF lease area is in a landscape area of the park and thus will not impede the public’s use of the park’s amenities (Exhibit F). The proposed PWSF is in conformance with the General Plan Open Space Element Goal 4, which states views of the mountains should be protected. A photo simulation of the proposed PWSF from surrounding adjacent properties shows that the 65’ high monopalm is compatible with existing live palm trees and does not adversely impact mountain views (Exhibit I). The proposed PWSF is in conformance with the General Plan Public Buildings, Services and Facilities Element Goal 5 Policy G, which states that new technological infrastructure advancements should be provided in new and renovated City facilities in order to provide equal access to information and information services. The proposed PWSF will improve wireless quality inside of homes and buildings in the Verizon service area as shown on the coverage maps (Exhibit H).

(ii) The proposed PWSF will further the City’s general guidelines and objectives for development of the area. A PWSF that uses alternative “stealth” design such as the faux palm tree monopalm proposed is in conformance with the Zoning Ordinance and Design Manual to minimize adverse impacts on the surrounding neighborhoods and school.

(iii) The proposed PWSF is consistent with the desired character for the surrounding area. The monopalm tree design is compatible with existing live palm trees in the park. The block wall screening the equipment yard will be painted to match the perimeter block wall nearby separating the park from Avondale Senior Village to the south.

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

(i) The PWSF use will be compatible with land uses in the area. Adjacent uses are recreational in nature, and the PWSF location will not impede use of the park ball field, basketball courts, walking path, or shaded seating areas within the park. Surrounding uses are a school and residential. Impacts will be limited to visual as the 65' high monopalm is higher than the 40' to 50' high live palms in the area. The photo simulation shows that visual impact to be minimal (Exhibit I).

(ii) The proposed PWSF will not be detrimental to persons in the area, adjacent properties, the neighborhood, or the public welfare. The PWSF does not produce light, noise, vibration, dust, or odor. The vertical antennae structure will be disguised as a palm tree to take advantage of surrounding palm trees, and the ground equipment will be screened by a block wall painted to match an existing nearby block wall in the park.

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

The proposed PWSF does not require any variances. Modification of the site to accommodate the PWSF involves removal of one palm tree and relocating it further south. Onsite circulation by the service vehicle will be via public streets and the paved parking lot. A paved walkway will be utilized by the service worker to walk to the PWSF from the service vehicle's parking space (Exhibit F, sheet LS-1).

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

No new streets, driveways, or parking areas are required for the proposed PWSF. The vehicular and pedestrian traffic generated by maintenance of the site is minimal, typically involving no more than one service truck with one worker checking on the site once a month.

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

No conditions of approval are required to insure to mitigate potential adverse effects. The two conditions of approval proposed by staff are standard for all CUPs – the development comply with the plans shown to the Planning Commission and City Council and the CUP will expire in 2 years if a building permit is not obtained.

Conclusion:

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested conditional use permit with two standard conditions of approval.

A lease agreement between the City and Verizon to allow for the PWSF to be located at Donnie Hale Park is currently under review with the City Attorney and will be brought forward at a later date.

FINDINGS:

1. The proposed meets the five required findings for a CUP in Section 108 of the Zoning Ordinance.
2. The proposed CUP conforms to the intent and requirements of the Zoning Ordinance and Commercial/Industrial/Multi-Family Design Manual.
3. The conditions of approval are reasonable to ensure conformance with the City's goals and policies and to reduce adverse visual impacts on surrounding property owners as much as is reasonably possible.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-14-0112 with two recommended condition of approval as follows:

1. The Verizon Wireless PHO Littleton personal wireless service facility shall conform to the project narrative and site plan dated September 30, 2014.
2. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-14-0112, a request for a conditional use permit for a new personal wireless service facility that includes a 65-foot high monopalm, subject to two 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 – Verizon Wireless PHO Project Narrative](#)

[Exhibit F – Verizon Wireless PHO Site Plan and Elevations](#)

[Exhibit G – Neighborhood Meeting Summary Report](#)

[Exhibit H – Vicinity Coverage Gaps Maps](#)

[Exhibit I – Photo Simulations](#)

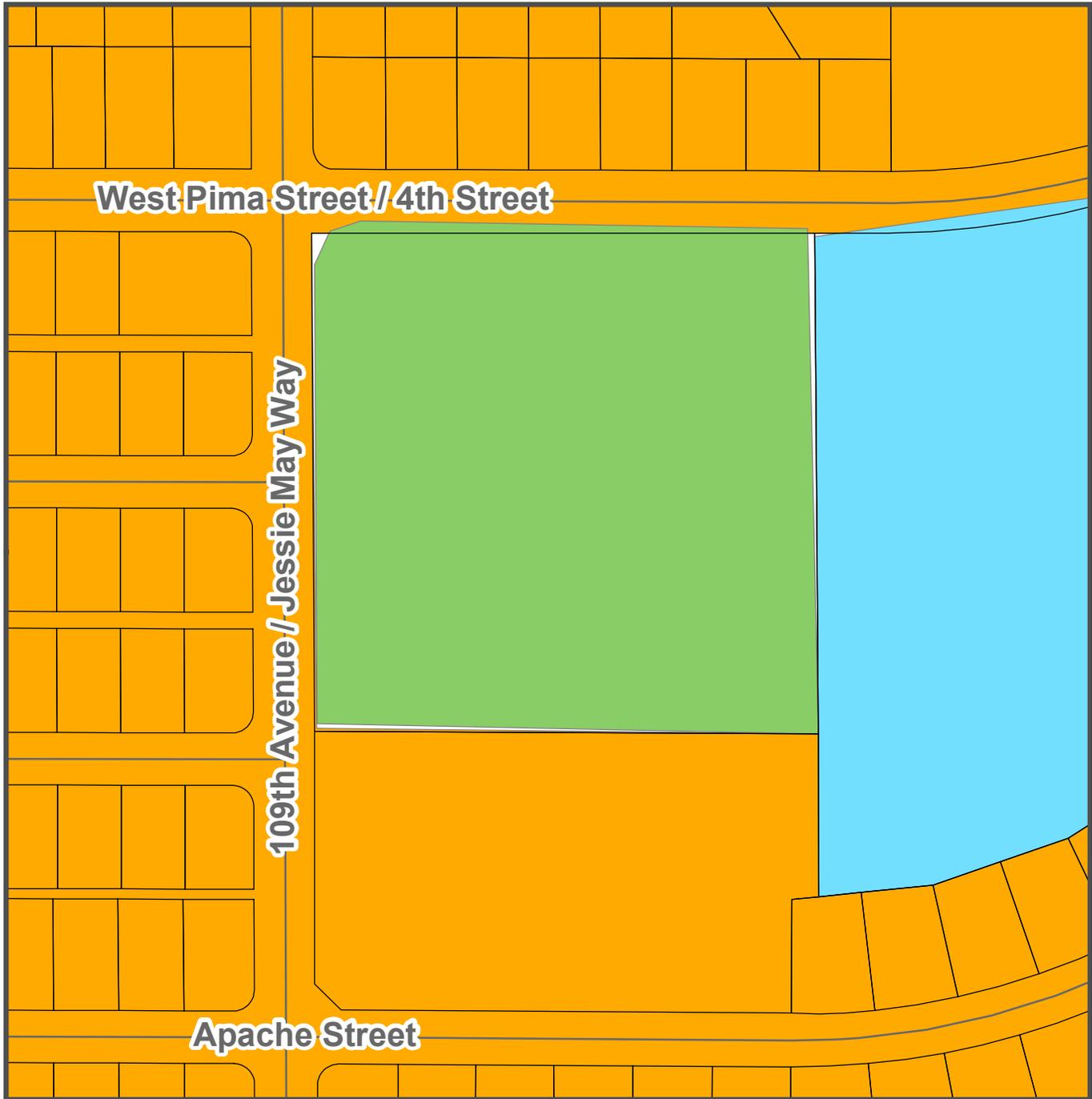
[Exhibit J – Draft Planning Commission Minutes December 18, 2014](#)

FULL SIZE COPIES: (Council Only)

None

PROJECT MANAGER

Eric Morgan, Planner II (623) 333-4017



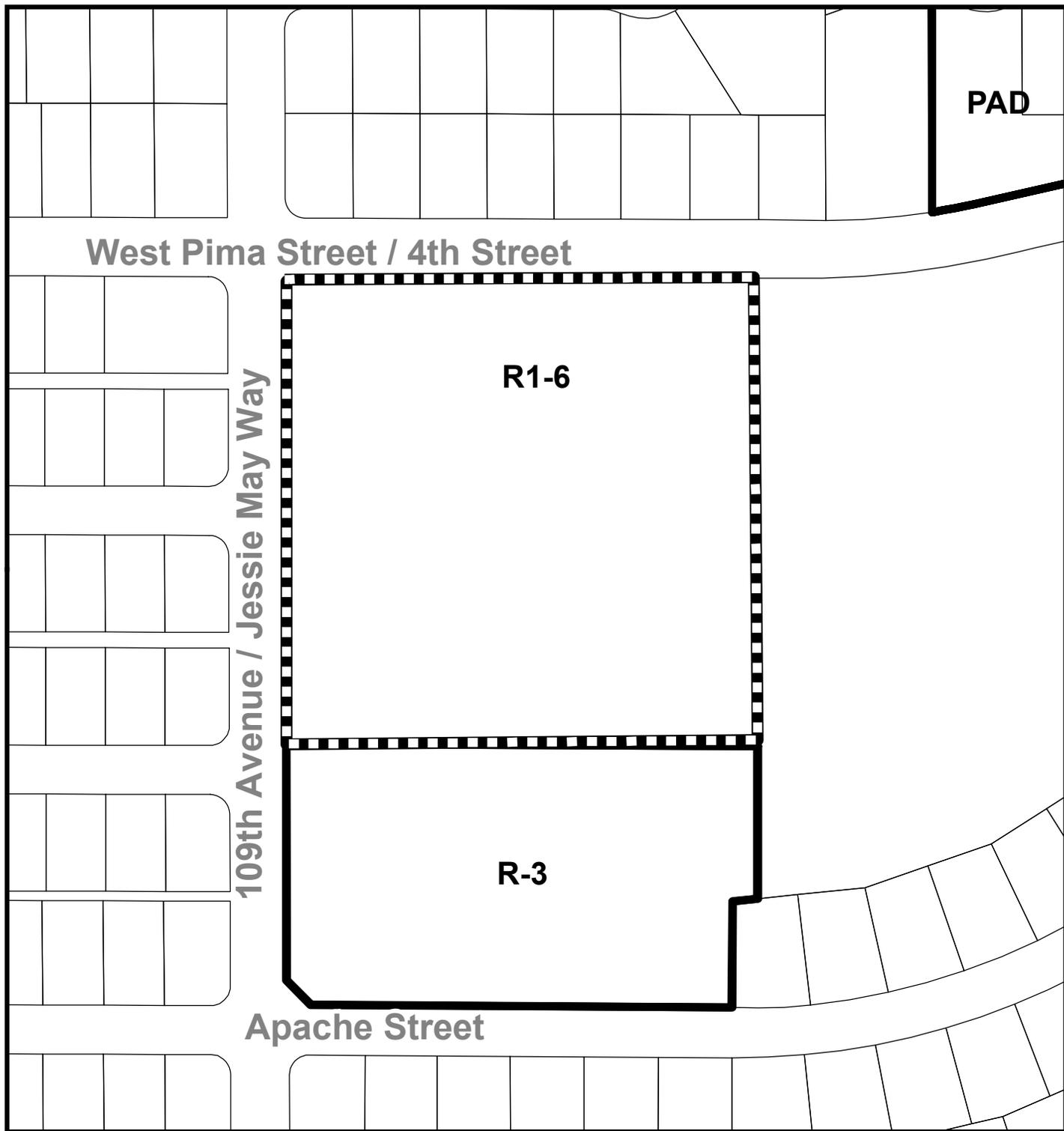
Verizon Wireless PHO Littleton CUP
PL-14-0112



General Plan Land Use Map

-  Medium Density Residential
-  Open Space and Parks
-  Education
-  Subject Property





**Zoning Vicinity Map
Verizon Wireless PHO Littleton CUP
PL-14-0112**

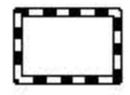


Subject Property





**Aerial Photograph 2014
Verizon Wireless Littleton CUP
PL-14-0112**



Subject Property



*SUMMARY OF RELATED FACTS
APPLICATION PL-14-0112 VERIZON WIRELESS PHO LITTLETON CUP*

<i>THE PROPERTY</i>	
PARCEL SIZE	24' x 26' - 8" and 16' x 16' lease areas
LOCATION	10857 W Pima Street (Donnie Hale Park, Cashion)
PHYSICAL CHARACTERISTICS	City Park with baseball field, two screened basketball courts, walking paths, picnic shelters, palm trees, landscaping, parking lot, and lights
EXISTING LAND USE	City Park
EXISTING ZONING	Single-Family Residential (R1-6)
ZONING HISTORY	Annexed 12/7/1987
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	R1-6 - Single-Family Residential Detached Homes (Littleton Manor)
EAST	R1-6 – Public School (Under Down Junior High)
SOUTH	R1-6 – Multi-Family Residential Age & Income Restricted (Avondale Senior Village)
WEST	R1-6 - Single-Family Residential Detached Homes (Cashion)
<i>GENERAL PLAN</i>	
The property is identified as Open Space and Parks on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOLS	Quentin Elementary School & Underdown Junior High School
HIGH SCHOOL	La Joya High School

West Pima Street / 4th Street	
Classification	Local Street
Existing half-street ROW	30 feet
Standard half-street ROW	25 feet
Existing half-street improvements	1 travel lane, curb and gutter, sidewalk, landscaping, street lights
Standard half-street improvements	1 travel lane, curb and gutter, sidewalk, landscaping, street lights

109th Avenue	
Classification	Local Street
Existing half-street ROW	30 feet
Standard half-street ROW	25 feet
Existing half-street improvements	1 travel lane, curb and gutter, sidewalk, landscaping, street lights
Standard half-street improvements (arterial)	1 travel lane, curb and gutter, sidewalk, landscaping, street lights

<i>UTILITIES</i>
There is an existing 12” water line in 109 th Avenue and a 6” water line in Pima/4 th Street.
There is an existing 10” sewer line in Pima/4 th Street.

Existing Conditions

Verizon is committed to improving coverage and expanding network capacity to handle the growing number of wireless calls. Verizon is currently trying to address the “Gap in Service” by offloading calls and data usage from the existing nearby site. In response to poor service in the immediate area, Verizon Wireless would like to place a Personal Wireless Service Facility at 10857 E 4th Street. The parcel is currently zoned Urban Residential (R1-6) and is surrounded by other parcels zoned for residential use.

Nature of Request

Verizon Wireless proposes a new 65’ Personal Wireless Service Facility (Monopalm) located within Donnie Hale Park on the SEC of 4th Street & Jesse May Way. The proposed Monopalm will be located in the middle of the property meeting setbacks from the street and surrounding residential dwellings. The PWSF will be designed as a faux palm tree to match the existing palms at the park. To help reduce the visibility, the antennas and mounting hardware will be painted to match the fronds. Coax cables will be routed within the pole and have the antennas located at a 56’ Rad Center. Associated equipment will be located inside the proposed shelter at the base of the pole. The proposed equipment and generator will be painted to match the existing features on the property. The entire facility will be placed between the basketball court and the existing 50’ palm trees screened by additional landscaping.

Included in the proposal, Verizon will install an emergency backup generator within the CMU wall. Verizon is using a generator that will minimize noise during a power outage. The proposed facility meets the 1:1 setback requirements and is located more than 135’ from the residential units to the South, 343’ to the West, 326’ from the homes to the North & 120’ to the School to the East.

Per the pre-application meeting the best location to place the proposed 65’ Monopalm near the existing palm trees located within the Southeast corner of the parcel. At the time of the site walk the Surveyor calculated the heights of the trees at 50’ and 51’ above grade level. The live palms would have interfered with the Beta sector of the proposed Monopalm. The RF engineer stated the new facility would have to be approximately 80’ away from the live palms to penetrate the fronds and provide coverage to the residents southeast of the proposed facility. It was decided on the site walk to locate the Monopalm in line with the shorter palms west of the basketball courts. The Monopalm will be near the taller cluster of palms while not looking out of place.

Traffic Statement

After the initial construction the facility will not generate additional traffic in the neighborhood. Access to the proposed communication facility will be limited to routine maintenance, or in case of any technical breakdown. Typically, maintenance occurs once every 4-6 weeks and will utilize existing parking along 4th street.

Feasibility Study

Collocating on existing structures is a priority for Verizon; however no existing structure in the immediate vicinity was able to accommodate the needs of the RF engineer. The existing ball field light poles (#1) were not a viable candidate due to the low RAD center of the placement of antennas under the stadium lights. Replacing the pole was considered however with the number of antennas a stealth design such as the proposed Monopalm was more appropriate for this area. Collocating on an existing SRP pole (#2) was an option and an application for consideration was filed. A letter from SRP stated the pole identified in this ring does not meet the access and set up criteria to collocate on their pole. There is an existing WCF Lattice Tower (#3) Northwest of the search area. The tower is located too far north and would not provide service to the immediate area which is in need of coverage. The candidate was rejected by Verizon's RF Engineer.



Conclusion

It is the goal of Verizon Wireless to service the area with more reliable cellular service. As the area grows, residents in the immediate area will need reliable cellular service. The proposed wireless communication facility will not increase the vehicular or pedestrian traffic; nor will it emit odor, dust, gas, noise, vibration, smoke, heat, glare or lower property values in the immediate area. Approving this application will allow Verizon to continue providing the best service to its customers.

Steve Ciolek

From: Randy Downing
Sent: Thursday, January 30, 2014 11:13 AM
To: Steve Ciolek
Cc: Aaron Asiala
Subject: FW: New Search Ring (PHO Littleton)
Attachments: FEASIBILITY RESPONSE PHO LITTLETON 092313 (2).pdf

FYI regarding PHO Littleton

From: Maes Mark P [<mailto:Mark.Maes@srpnet.com>]
Sent: Wednesday, September 25, 2013 9:44 AM
To: Jacob Rynes
Cc: Randy Downing
Subject: RE: New Search Ring (PHO Littleton)

Jacob,

More bad news.... The SRP poles in this search ring will not work to place antennas on them for a macro site. We have done sites like this in the past but in those instances there was enough access for SRP trucks to get around the pole to do the antenna work on the pole. The pole identified in this ring does not have enough easy access for our equipment to perform their work. Attached is the feasibility response from our engineering group.

I wish we had a workable solution for you guys.

Let me know if you have any questions.

Thanks,

Mark Maes
602-236-2863

From: Jody Ogilvie [<mailto:jogilvie@coal-creek.com>]
Sent: Wednesday, September 04, 2013 9:21 AM
To: Maes Mark P
Cc: Aaron Asiala
Subject: RE: New Search Ring (PHO Littleton)

Mark,

Attached, please find the Search Ring Request Form for the above referenced site. I have the check, when can I bring it by
Jody

From: Maes Mark P [<mailto:Mark.Maes@srpnet.com>]

Sent: Wednesday, July 03, 2013 4:18 PM
To: Jody Ogilvie
Subject: New Search Ring (PHO Littleton)

Hi Jody,

The electrical pole does belong to SRP, it is a 70' pole, RAD Center could be roughly 75'-80' above conductors or 35'-40' below conductors. You guys would have to get separate ground space as we discussed. The SRP Pole # is P-8.

This will have to go through several SRP departments to see if it is a go.

Attached is a new search ring request form if you would like to move forward with a feasibility study.

Let me know if you have any questions.

Thanks,

Mark

 **SRP Telecom**™ **Mark Maes** | Site Development Agent, Wireless Division |
Desk 602-236-2863 | Cell 602-757-7367 | Fax 602-629-8599 | mark.maes@srpnet.com
|

INITIAL SITE FEASIBILITY ANALYSIS



DATE:	23-Sep-2013
SRP SITE NAME AND NUMBER:	SRP P-8 POLE
CARRIER SITE NUMBER AND/OR NAME:	PHO LITTLETON/VERIZON
LOCATION AND/OR PARCEL #:	P-8 040 MILES S. OF W. BUCKEYE RD. AND 107TH AVE

CANDIDATE(S) IN THIS SEARCH RING MAY BE CONSTRUCTIBLE PENDING:

- FINAL DETERMINATION OF LAND RIGHTS (To be provided by Telecom)
- MINIMUM EASEMENT WIDTH REQUIREMENT MET (Comm. Eng. To identify or Survey/locate pole in easement etc..... Or request procurement by Telecom)
- FINAL LOCATION OF UNDERGROUND FACILITIES (To be located by Comm. Eng.)
- DETERMINATION OF CIRCUIT CRITICALITY (To be determined by Comm. Eng.)
- FINAL DESIGN REVIEW BY INTERNAL SRP DEPARTMENTS

NOTE:

- 1) See comments for specific structure numbers or descriptions, **all other structures in this search ring are not considered candidates.**
- 2) The **pending items** (for Candidates that may be constructible) shall become **action items** after the customer directs SRP Telecom to proceed with further investigations on any one or more particular sites.

COMMENTS: STRUCTURE #, RAD CENTER, ETC.	P-2 is outside of the search ring but is similar steel pole 6 spans North that is located in an agricultural (irrigated) field. It may be a candidate for a 1/2 site if the adjacent land-owner agrees to lease the property required for a building or pad for the equipment and the proper setup area easement can be obtained.
--	---

NO SRP CANDIDATES WERE FOUND IN THIS SEARCH RING

SEARCH RING ISSUES:

<input type="checkbox"/> CRITICAL CIRCUITS
<input type="checkbox"/> EASEMENT REQUIRED
<input checked="" type="checkbox"/> NOT CONSTRUCTIBLE OR MAINTAINABLE
<input type="checkbox"/> UNDERGROUND OBSTRUCTIONS

COMMENTS:	<p>P-8 - Existing condition does not meet the access and set-up criteria for a half site.</p> <p>The pole line in this area appears to be a fair ways inside the curb line so the city has upgraded the landscape, planted trees and installed a curved sidewalk. In order to be a viable candidate :</p> <ol style="list-style-type: none">1. Steel pole would have to be replaced with suitable wireless pole2. Easement would have to be obtained for the normal 60 x 15' set-up area.3. Tree removal would have to occur in city ROW (3 - 4 estimated)4. HOA Retention fill and re-grading5. HOA Tree removals (1 to 2 trees) <p>All other poles South of P-2 are in similar or worse situations than P-8.</p> <p>P-8 - Existing condition does not meet the access and set-up criteria for a half site.</p>
-----------	--

This is an initial cell site feasibility only. It is based on criteria and concerns evident at the time the feasibility was performed, but does not necessarily take into account future development, construction, maintenance or planned usage of SRP facilities. The assumptions are subject to change after a more comprehensive review to be performed after the customer site walk. Pending items shall become action items after the Customer informs Telecom to proceed with investigations on any one or more particular sites.

EXHIBIT F – VERIZON WIRELESS PHO SITE PLAN AND ELEVATIONS

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35700>

COAL CREEK

CONSULTING

1525 N Hayden Road
Suite # 100
Scottsdale, AZ 85257

August 6, 2014

RE: Verizon PHO Littleton Neighborhood Meeting Summary

On July 8th, a notification letter was sent to all property owners within 500 feet of the proposed facility, with information regarding the proposed design. The letter stated the day and time of the Neighborhood meeting to provide further information on the project. An ad was placed in the West Valley View regarding the meeting and Public Hearing signs were also posted on site.

8/5/14 The applicant and a staff member were present at the meeting to answer any questions. The meeting began at 6pm in the Ocotillo Room at City Hall, there were no neighbors or community members were present so the meeting ended at 6:35pm. No other inquiries were made from the notification sent.

Sincerely,

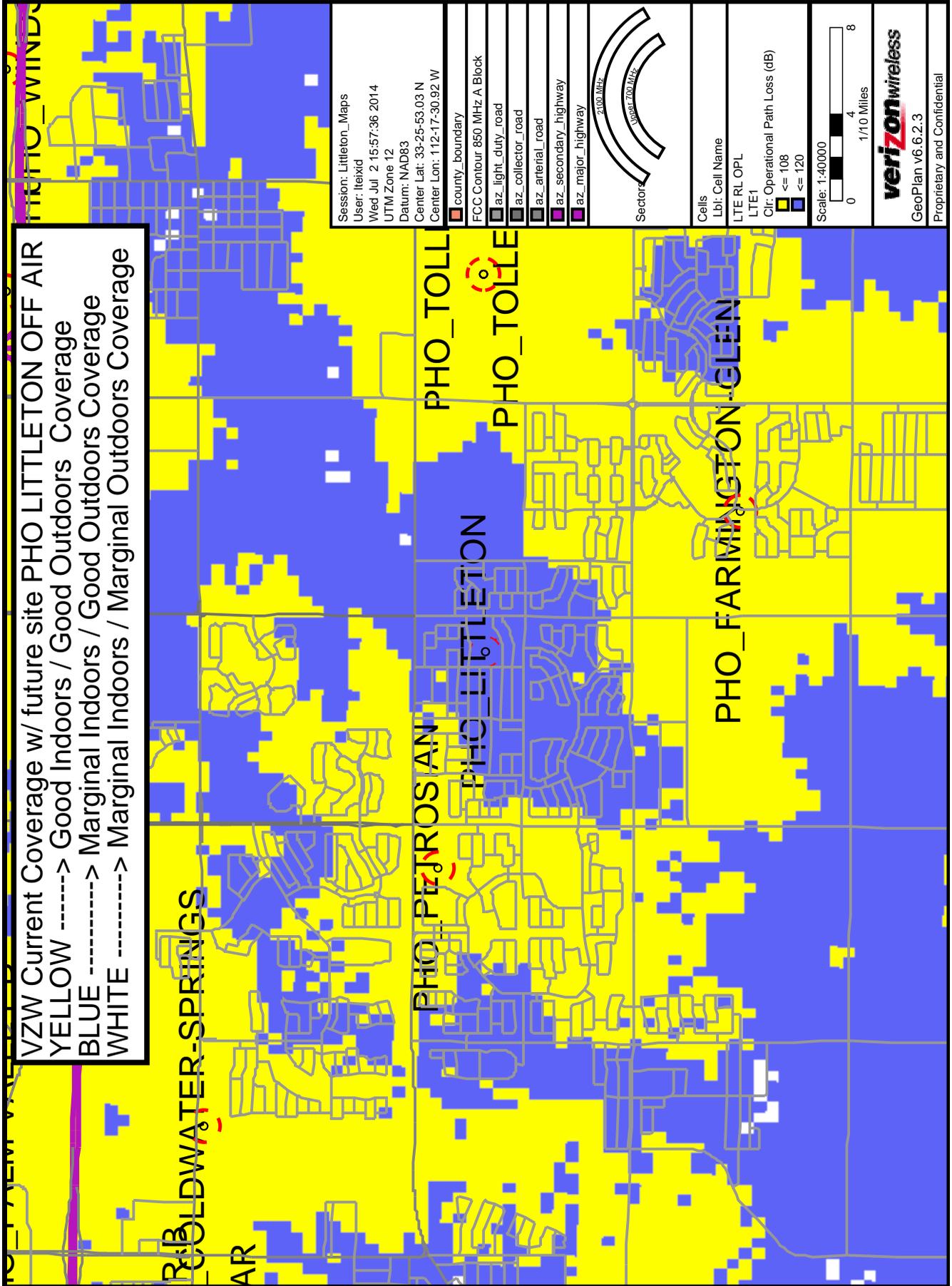


Steve Ciolek
Coal Creek Consulting
Mobile: (480) 246-4131
sciolek@coal-creek.com

Verizon PHO Littleton
(Donnie Hale Park)

EXISTING COVERAGE

VZW Current Coverage w/ future site PHO LITTLETON OFF AIR
 YELLOW -----> Good Indoors / Good Outdoors Coverage
 BLUE -----> Marginal Indoors / Good Outdoors Coverage
 WHITE -----> Marginal Indoors / Marginal Outdoors Coverage



VZW Expected Coverage w/ future site PHO LITTLETON ON AIR
 YELLOW -----> Good Indoors / Good Outdoors Coverage
 BLUE -----> Marginal Indoors / Good Outdoors Coverage
 WHITE -----> Marginal Indoors / Marginal Outdoors Coverage

RIB
 GOLDWATER SPRINGS

PHO PEZROS AN

PHO LITTLETON

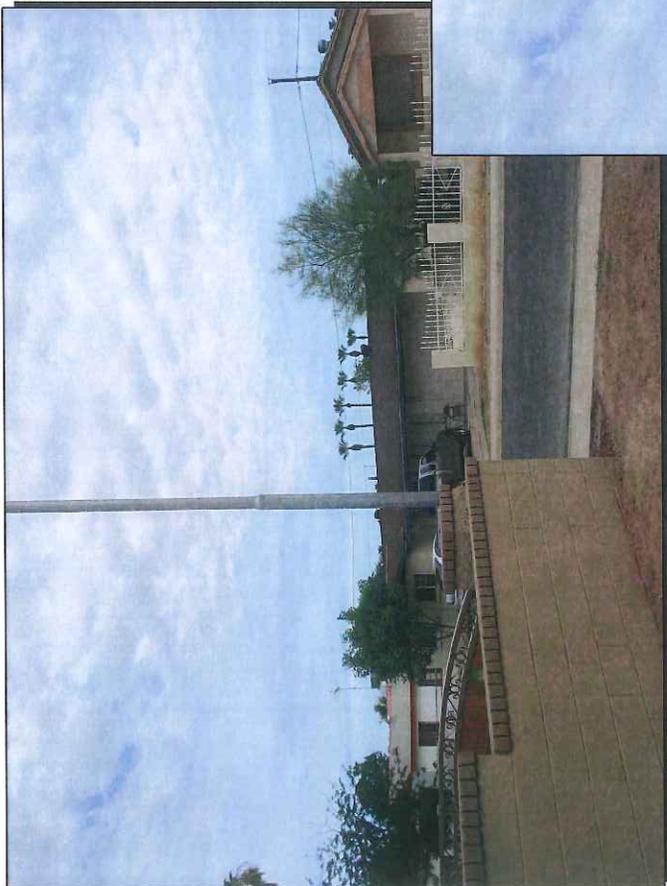
PHO TOLL

PHO TOLLE

PHO FARMINGTON GLEN

Session: Littleton_Maps User: lteixid Wed Jul 2 15:55:27 2014 UTM Zone 12 Datum: NAD83 Center Lat: 33-25-53.03 N Center Lon: 112-17-30.92 W	
county_boundary FCC Contour 850 MHz A Block az_light_duty_road az_collector_road az_arterial_road az_secondary_highway az_major_highway	
Cells Lbi: Cell Name LTE RL OPL LTE1 Clr: Operational Path Loss (dB) <= 108 <= 120	
Scale: 1:40000 0 4 8 1/10 Miles	
GeoPlan v6.6.2.3 Proprietary and Confidential	

EXISTING VIEW

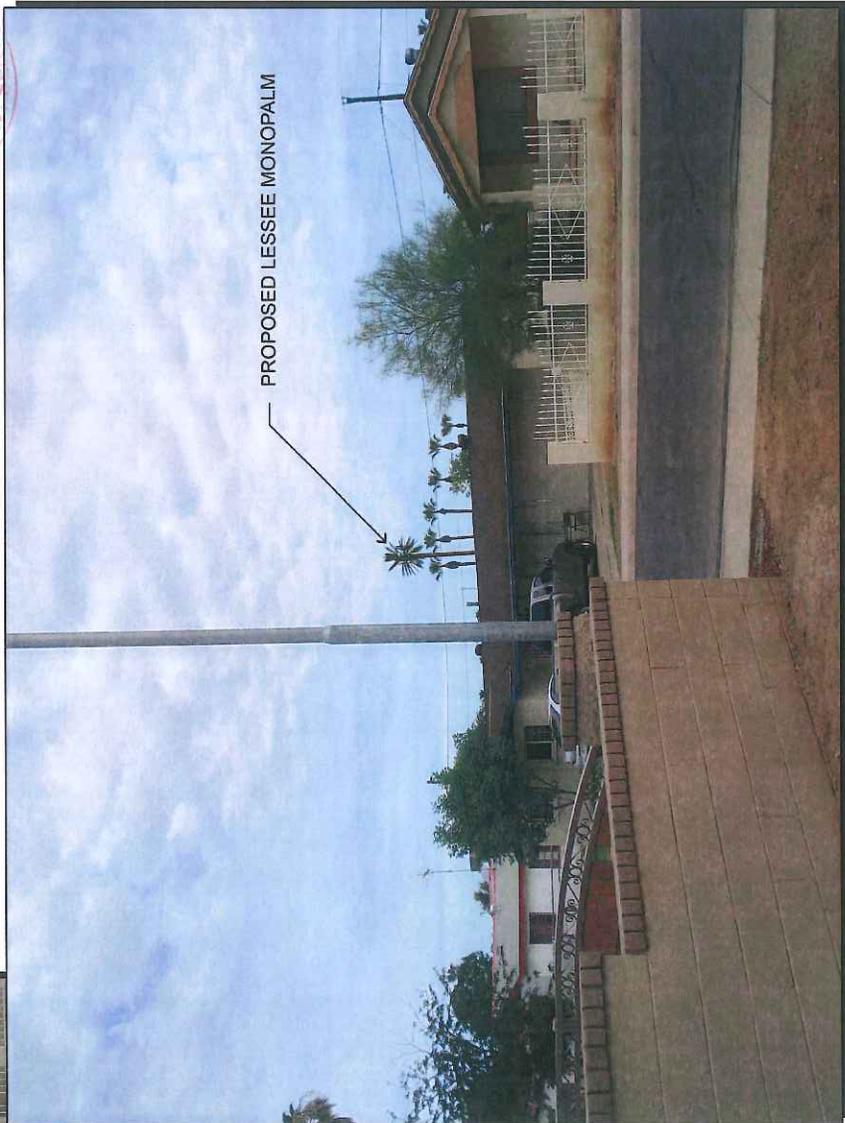


PHO Littleton
10857 W. PIMA STREET
AVONDALE, AZ. 85323



2

PROPOSED VIEW



PROPOSED LESSEE MONOPALIM



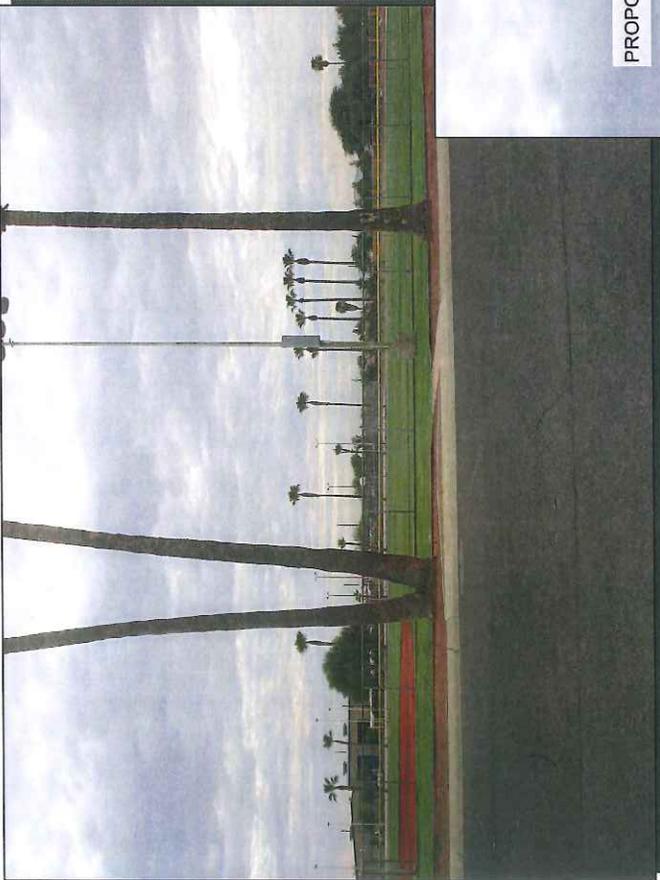
126 W. GEMINI DR., TEMPE, AZ. 85283



4835 E. INDIGO ST., MESA, AZ. 85205
PHONE: (480) 204-1412

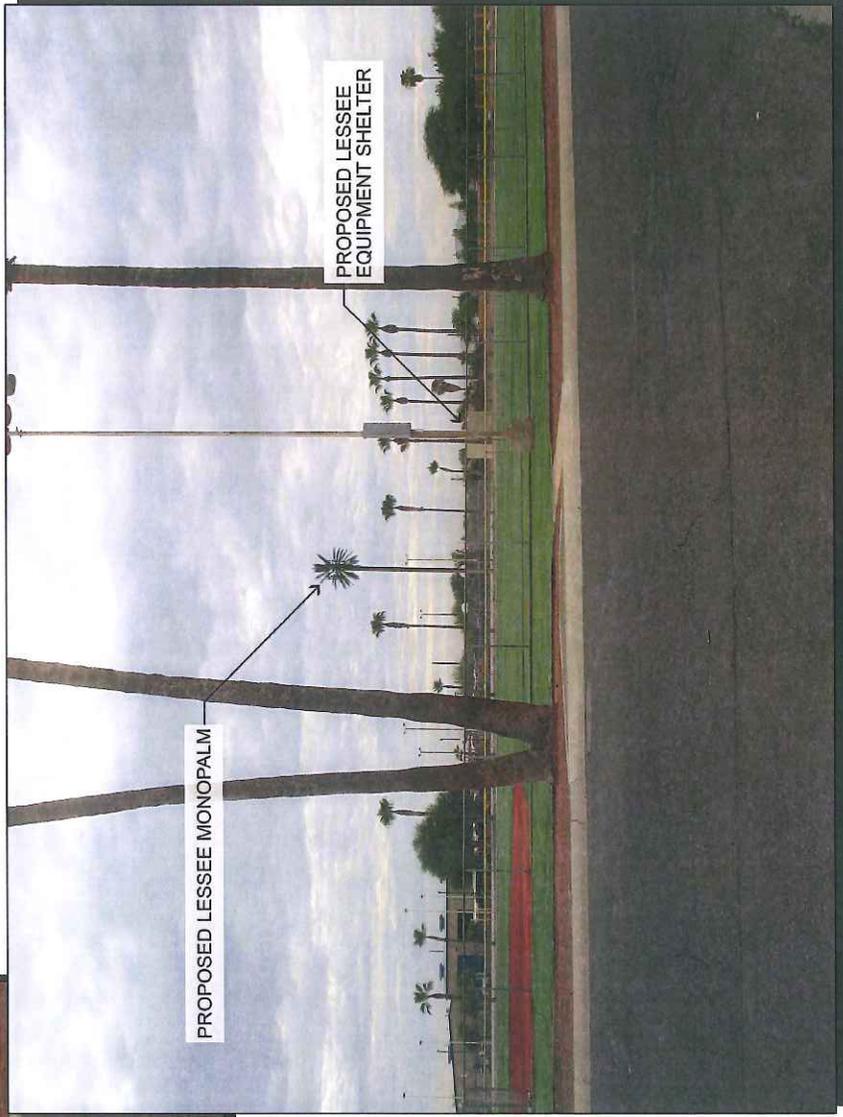
- VIEW LOOKING WEST -

EXISTING VIEW



PHO Littleton
10857 W. PIMA STREET
AVONDALE, AZ. 85323

PROPOSED VIEW



 **verizon**wireless
126 W. GEMINI DR., TEMPE, AZ. 85283

 **FK** Design Inc.
4836 E. INDIGO ST., MESA, AZ. 85205
PHONE: (480) 204-1412

- VIEW LOOKING EAST -

EXISTING VIEW



PHO Littleton

10857 W. PIMA STREET
AVONDALE, AZ. 85323

PROPOSED VIEW



PROPOSED LESSEE
STEALTH MONOPALIM.

PROPOSED LESSEE
EQUIPMENT LOCATION.

- VIEW LOOKING NORTH -



126 W. GEMINI DR., TEMPE, AZ. 85283



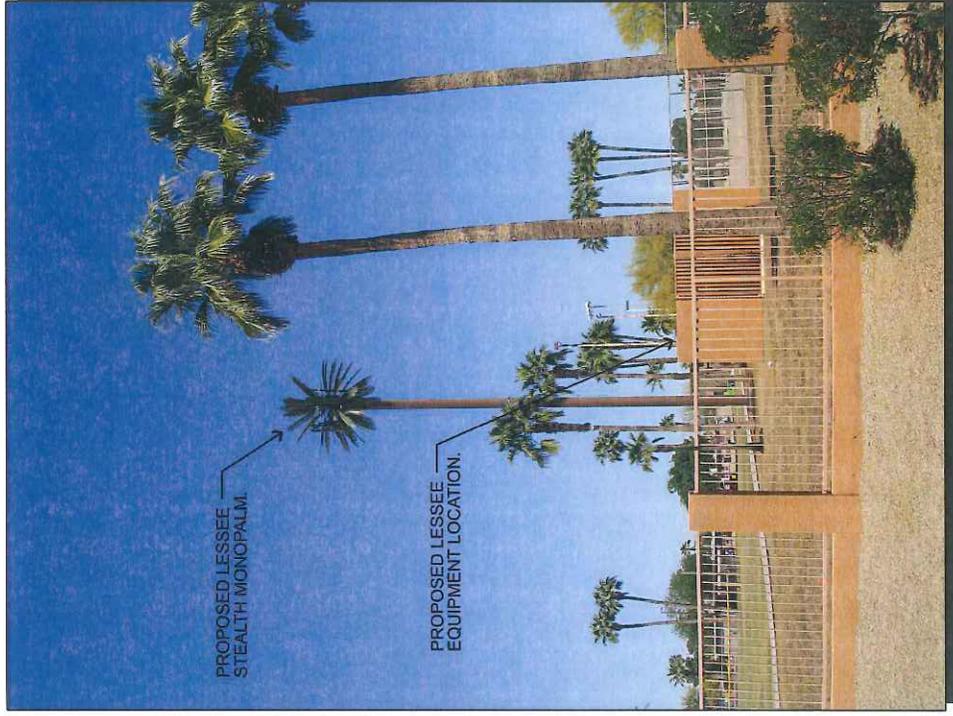
4835 E. INDIGO ST., MESA, AZ. 85205
PHONE: (480) 264-1412

EXISTING VIEW



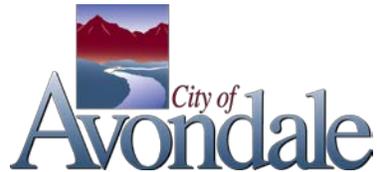
PHO Littleton
10857 W. PIMA STREET
AVONDALE, AZ. 85323

PROPOSED VIEW



A graphic block containing two logos and contact information. On the left is the Verizon Wireless logo, which includes the word 'verizon' in lowercase and 'wireless' in a smaller font, with a red checkmark symbol above the 'i'. Below it is the address: '128 W. GERRINI DR., TEMPE, AZ. 85283'. On the right is the FK Design Inc. logo, featuring the letters 'FK' in a large, stylized, serif font with a textured, metallic appearance. Below it is the text 'Design Inc.' and the address: '4855 E. JORDAN ST., PHOENIX, AZ. 85005'.

- VIEW LOOKING SOUTH -



**AGENDA
PLANNING COMMISSION
REGULAR MEETING**

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

**Thursday, December 18, 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

COMMISSIONERS ABSENT

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

CITY STAFF PRESENT

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

VI. PUBLIC HEARING ITEMS:

This is a public hearing before the Planning Commission to review and solicit public input on application PL-14-0112, Verizon Wireless PHO Littleton (Donnie Hale Park, Cashion), a request by Mr. Steve Ciolek, Coal Creek Consulting, for

approval of a request for a Conditional Use Permit for a new personal wireless service facility (PWSF) that includes a 65-foot high monopalm. The subject site is located in Donnie Hale Park in Cashion at 10857 West Pima Street. Staff Contact: Eric Morgan

Eric Morgan, Planner II, said the Conditional Use Permit proposed site for the Verizon Wireless PHO Littleton monopalm is located at Donnie Hale Park in the community of Cashion. The park was annexed from the County on December 7, 1987. The County deeded the park to the City on September 13, 1989 and was rezoned to R1-6 in 1990.

Mr. Morgan explained that co-location of PWSFs on existing structures is the City's preference. Section 708 of the Zoning Ordinance requires existing co-location structures w/in ½ mi. to be identified. There are no existing structures that would provide the coverage needed. Section 708 also requires a new structure and ground equipment to provide a paved parking space for a maintenance vehicle, ground Equipment to be entirely screened & landscaped and use of alternative "stealth" design for vertical structure housing antennae.

Mr. Morgan reported that a neighborhood meeting was held for this project on August 5, 2014 and there were no attendees. To date, staff has not received any comments from the public supporting or opposing the application.

Mr. Morgan stated that Section 108.C.2 of the Zoning Ordinance has 5 required findings that must be met to grant a CUP.

1. Consistent with GP and desired character of the area.
2. Compatible with adjacent land uses & not detrimental to residents, property, neighborhood, or public welfare.
3. Property is adequate to accommodate the proposed use.
4. Site has appropriate street access to handle traffic generation.
5. Adequate conditions of approval have been recommended to mitigate potential adverse effects.

Mr. Morgan stated that all 5 findings have been met, as analyzed in the staff report. Staff recommends APPROVAL with 2 conditions:

1. Development shall conform to the approved plans & documents.
2. CUP shall expire within 2 years unless a Building permit is obtained.

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

Commissioner Amos moved that the Planning Commission accept the findings and recommend approval of application PL-14-0112, Verizon Wireless PHO Littleton (Donnie Hale Park, Cashion), a request by Mr. Steve Ciolek, Coal Creek Consulting, for approval of a request for a Conditional Use Permit for a new personal wireless service facility (PWSF) that includes a 65-foot high monopalm.

with two standard conditions of approval as proposed by staff. Commissioner Long seconded.

ROLL CALL VOTE

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

Approved 4-0

END

DRAFT