



CITY COUNCIL AGENDA

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

WORK SESSION
March 16, 2015
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. 99TH AVENUE COMPASS

City Council will receive an overview by Mr. Bob Hazlett, Senior Project Manager of Maricopa Association of Governments regarding the 99th Avenue COMPASS study, which encompasses nine miles of 99th Avenue through 6 municipalities in the West Valley with the goal to provide an integrated transportation and land use vision which these cities can support and implement. For information and discussion only.

3. 2015 LEGISLATIVE UPDATE

City Council will receive an update on the legislative session currently underway and provide guidance on proposed state legislation. For information, discussion and direction.

4 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
City Clerk

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

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

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.

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



CITY COUNCIL AGENDA

SUBJECT:

99th Avenue COMPASS

MEETING DATE:

3/16/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

MAG staff will present summary of findings from the 99th Avenue COMPASS report. The study purpose is to provide an integrated transportation and land use vision that the cities along 99th Avenue can support and implement. The corridor currently has an opportunity to address a range of community and growth-related issues in ways that will enhance the ability for the West Valley to compete nationally and expand its goals to create complete communities. The presentation will include analysis, vision, principles, recommendations, and implementation opportunities. The presentation will focus on the City of Avondale segments from Indian School Road to Van Buren Street.

BACKGROUND:

The City of Avondale requested MAG to complete this study to provide an integrated approach to this key commerce corridor within Avondale and several cities/municipalities owning street rights-of-way. The study extends nine miles from Olive Avenue in Peoria to Buckeye Road in Tolleson. Close proximity to the Loop 101 and Interstate 10 coupled with high residential growth in the West Valley over the last decade give the 99th Avenue corridor a unique opportunity to create complete communities and attract regionally competitive economic development to our City. This study supports the General Plan 2030 and Avondale Sustainability Plan.

DISCUSSION:

Within Avondale, two subareas are discussed. Indian School Road to McDowell Road is projected to be a entertainment/employment corridor to complement existing commercial at McDowell Road and utilize close proximity to Loop 101 and I-10. McDowell Road to Van Buren Street is defined as South Industrial due to the well established freight related uses currently in place.

To compliment land use, the future transportation street network is suggested to include a street network of 1/4 mile and 1/2 mile collector roads to decrease traffic congestion and increase overall connectivity. Based on projected travel patterns and development, 99th Avenue south of McDowell Road will remain a 7-lane Arterial Street section while the street section north of McDowell Road is envisioned as a 5-lane Arterial Section. Both street sections include accommodations for bus transit, expanded sidewalks, street trees, and bike lanes. Additional principles discussed include regional trail connections, access management, intersection design improvements, ITS improvements, roadway and pedestrian lighting, stormwater and drainage improvements, and utility considerations.

The study also discusses local revenue tools to fund improvements, such as special tax assessments such as Improvement Districts, economic development incentives, development impact fees, Public Private Partnerships or Community Development Corporation, in addition to local, state, and federal funding mechanisms. The COMPASS Study recommendations support our 2030 General Plan and current Zoning Ordinance. This study will also be utilized as a resource for the update to the Avondale Transportation Plan.

BUDGET IMPACT:

Street section improvements compliment current Avondale typical section requirements. A reduction from 7-lanes to 5-lanes north of McDowell Road will reduce construction costs and long term pavement maintenance costs.

RECOMMENDATION:

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



CITY COUNCIL AGENDA

SUBJECT:

2015 Legislative Update

MEETING DATE:

3/16/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

This is a legislative update which will allow the City Council to provide guidance on proposed state legislation.

BACKGROUND:

Legislation enacted at the state level often has significant effects on the ability of municipal government to serve its citizens. Therefore, it is important to identify the City of Avondale's Legislative priorities regarding potential or pending legislative actions.

March 16th is the 58th day of the First Regular Session of the Fifty-Second Legislature. 1,221 bills, memorials and resolutions have been introduced; to date 5 bills have been signed while 5 memorials and resolutions have been passed.

Staff continues to review all proposed measures to identify potential impacts.

DISCUSSION:

As the deadline for committee action in the house of origin has passed, the Legislature continues to work in committee hearing proposed legislation. The next deadline is quickly approaching as March 20th is the deadline for committee work in both the House and Senate.

HB 2254: municipal tax exemption; residential lease

The bill would phase out the tax paid by property owners on rental properties. The bill has a fiscal impact to Avondale of approximately \$2 million annually. While the bill passed out of committee, it has not yet been heard in the Committee of the Whole despite being on the calendar multiple times indicating that the sponsor may not have the bills necessary to pass it out of the full House.

HB2570: municipalities; vegetation requirements; prohibition

This bill would prohibit municipalities from establishing ordinances requiring quantity, size, or species of vegetation to be planted. The bill passed out of the House Committee of the Whole on March 2nd.

SB1300: law enforcement officers; body cameras

This bill authorizes law enforcement agencies to allow officer on-body cameras and lists instances

when the officer may turn the camera on or off and when a recording must be released to the public. This bill has been amended to establish a related study committee to further study all of the challenges associated with on-body cameras.

HB2324: intergovernmental agreements; public agency indemnification

This bill permits an agreement between two or more public agencies to require one public agency to defend, or hold the other agency harmless from liabilities and damages caused by the agency's negligence. This bill is a League Resolution had passed the House 58-0 and has been assigned to the Senate Government committee.

SB1446: TPT reform; contractors

This is a clean-up bill from last year that clarifies transaction privilege tax pertaining to contractors. This bill has included stakeholders from across the industry including the League of Cities and Towns, and was signed by the Governor on February 24th.

State Budget

The House and Senate worked to pass a \$9.1 billion spending plan for FY 2016 on Saturday, March 6, 2015. The budget has been transmitted to the Governor and is awaiting action as of March 11, 2015.

BUDGET IMPACT:

Staff will closely monitor any legislation that may have a budgetary impact on the City.

RECOMMENDATION:

Staff seeks input and direction from Council regarding the 2015, City of Avondale State Legislative Agenda.



CITY COUNCIL AGENDA

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

**REGULAR MEETING
March 16, 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 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of March 2, 2015
2. Regular Meeting of March 2, 2015

b. RESCHEDULING OF APRIL 20, 2015 COUNCIL MEETING

City Council will consider a request to reschedule the City Council meeting of April 20, 2015 to start at 6:00 pm instead of 7:00 pm. The Council will take appropriate action.

c. MINOR LAND DIVISION CITY OF AVONDALE, COLDWATER INDUSTRIAL ASSOCIATES 3, LLC AND LEGACY TRADITIONAL SCHOOL

City Council will consider a request to approve a Minor Land Division for a property located at the northeast corner to Van Buren Street and Fairway Drive to reconfigure existing lot lines to reflect the Corridor alignment, dedicate additional property to the City, to dedicate a vehicular access easement, and abandon an existing drainage easement on the site of Legacy Traditional School. The Council will take appropriate action.

d. COOPERATIVE PURCHASING AGREEMENT - CACTUS ASPHALT FOR CRACK SEAL ASPHALT SERVICES

City Council will consider a request to approve a Cooperative Purchasing Agreement with Cactus Transport, Inc. d/b/a Cactus Asphalt to provide asphalt crack seal and repair service in an aggregate amount not to exceed \$150,000, authorize the transfer of \$50,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. COOPERATIVE PURCHASING AGREEMENT - CACTUS ASPHALT FOR PAVEMENT PRESERVATION PROGRAM

City Council will consider a request to approve a Cooperative Purchasing Agreement with Cactus Transport, Inc. d/b/a Cactus Asphalt for the Spring 2015 Fractured Aggregate Surface Treatment (FAST) Pavement Preservation Program in the amount of \$434,450.75 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. COOPERATIVE PURCHASING AGREEMENT - DAVE BANG ASSOCIATES, INC.

City Council will consider a request to approve a cooperative purchasing agreement with Dave Bang Associates, Inc. to renovate Donnie Hale and Mountain View Parks in an amount not to exceed \$185,911.18 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

g. COOPERATIVE PURCHASING AGREEMENT- ALTEC INDUSTRIES, INC.

City Council will consider a request to approve a cooperative purchasing agreement with Altec Industries, Inc., and the transfer of appropriation from general fund contingency to the replacement fund, for an amount not to exceed \$103,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. COOPERATIVE PURCHASE AGREEMENT - BALAR HOLDING CORP. AND WATER CONTINGENCY FUND TRANSFER

City Council will consider a request to approve a cooperative purchasing agreement with Balar Holding Corp., and a water contingency fund transfer to the water vehicle replacement fund, for an amount not to exceed \$55,823.15, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WESTERN TECHNOLOGIES, INC.

City Council will consider a request to approve the First Amendment to the Professional Services Agreement with Western Technologies, Inc. for environmental services as needed in an amount of \$50,000 for a total aggregate amount not to exceed \$90,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT DIBBLE CM LLC / ORIDIAN CONSTRUCTION SERVICES, LLC

City Council will consider a request to approve the First Amendment to the Professional Services Agreement with Oridian Construction Services/Dibble CM in the amount of \$50,000 to provide construction inspection services and an aggregate amount of \$350,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 3241-315, ORDINANCES 1572-315 AND 1573-315 - AMENDING CHAPTER 24 OF THE CITY CODE

City Council will consider a request to adopt a resolution declaring as a public record the document entitled "City of Avondale Backflow Prevention and Cross Connection Control Code, Amended and Restated April 15, 2015," an ordinance adopting the same by amending Article I of Chapter 24, Water, Sewers and Sewage disposal and an ordinance amending Article III, Division 3 of Chapter 24 relating to inspections and supplemental enforcement actions. The Council will take appropriate action.

I. RESOLUTION 3242-315 AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ADOT RELATING TO THE CONSTRUCTION OF THE CENTRAL AVENUE MULTI-USE PATH

City Council will consider a resolution approving an amendment to the intergovernmental agreement with ADOT for the construction of the Central Avenue Multi-Use Path Project in the City's estimated cost share amount of \$1,974,000, authorize the necessary transfer and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 PUBLIC HEARING CONDITIONAL USE PERMIT FOR BRIGHTER ANGELS LEARNING CENTER EXPANSION (APPLICATION PL-14-0209)

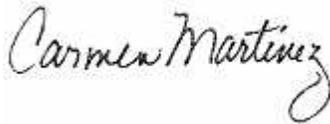
City Council will hold a public hearing and consider a request by Mr. Scott Belford, Syntec Design, to approve a Conditional Use Permit allowing for the expansion of the existing Brighter Angels Learning Center, a child care facility located within the Sanctuary Shopping Center, at the northwest corner of Lower Buckeye Road and 107th Avenue to allow the indoor classroom portion of the facility to expand by 1,082 square foot, from 4,347 square feet to 5,429 square feet, and the outdoor fenced play area to expand by 1,077 square feet, from 3,758 square feet to 4,835 square feet. The Council will take appropriate action.

5 EXECUTIVE SESSION

City Council may hold an executive session pursuant to Ariz. Rev. Stat. §38-431.03 (A)(3) for discussion or consultation for legal advice with the City Attorney(s), regarding a potential amendment to the zoning ordinance.

6 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL AGENDA

SUBJECT: Rescheduling of April 20, 2015 Council Meeting
MEETING DATE: 3/16/2015

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

PURPOSE:

Staff is recommending council approval of a request to reschedule the regularly scheduled Council Meeting of April 20th from 7:00 pm to 6:00 pm to allow the City Council ample time to review the proposed FY 2015-16 budget.

BACKGROUND:

The Council Rules of Procedure state that any change in time and place of a regularly scheduled meeting shall be approved by the City Council and a notice shall be published in the newspaper of general circulation within the City of Avondale.

DISCUSSION:

Staff is requesting that the Council approve the rescheduling of the regular meeting of April 20th by moving the start time of the meeting to 6:00 pm instead of 7:00 pm.

In addition to presentation of the proposed FY 2015-16 budget, there are a few items scheduled for that meeting that are time sensitive and must be considered by the Council at that meeting. If approved, staff will publish a notice in the West Valley View on April 9th and 16th to make the public aware of the change in time.

RECOMMENDATION:

Staff is recommending council approval of a request to reschedule the regularly scheduled Council Meeting of April 20th from 7:00 pm to 6:00 pm to allow the City Council ample time to review the proposed FY 2015-16 budget.



CITY COUNCIL AGENDA

SUBJECT:

Minor Land Division City of Avondale, Coldwater Industrial Associates 3, LLC and Legacy Traditional School

MEETING DATE:

3/16/2015

TO:

Mayor and Council

FROM:

Tracy Stevens, Development and Engineering Services Department Director (623) 333-4013

THROUGH:

David Fitzhugh, City Manager (623) 333-1014

REQUEST:

Approval of a Minor Land Division that reconfigures existing lot lines to reflect the Corridor alignment, dedicates additional property to the City, dedicates a vehicular access easement to Legacy Traditional School through City-owned property, and abandons an existing drainage easement on the site of Legacy Traditional School.

PARCEL SIZE:

Three parcels totaling approximately 25.35 net acres

LOCATION:

Property bounded by Van Buren Street, Fairway Drive, Corporate Drive, and 127th Avenue (Exhibits A and B)

APPLICANT:

City of Avondale Development & Engineering Services Department

OWNER:

Multiple Property Owners: Coldwater Industrial Associates 3, LLC (Lot 1), Legacy Traditional School (Lot 2), and City of Avondale (Lot 3)

BACKGROUND:

The properties subject to this Minor Land Division are owned by three entities:

Legacy Traditional School

Legacy Traditional School owns approximately 9.86 net acres at the southwest corner of Fairway Drive and Corporate Drive. The property is zoned Planned Area Development, part of the Avondale Commerce Center PAD approved by the City Council in February 2005.

The site has been developed with a K-8 charter school in two phases. The first phase, completed in 2012, included classrooms, administrative offices, recreational fields, and parking facilities. The second phase, completed in 2014, included an additional classroom building and a more efficient student pick-up/drop-off lane. To allow for construction of the improved pick-up/drop-off lane,

Legacy Traditional School acquired a 20' strip of property from the adjacent property owner, Coldwater Industrial Associates 3, LLC, in June 2014. Although the school owns this strip of land, because a Minor Land Division has not been recorded to formally shift the property line, the paved student pick-up and drop-off zone currently remains part of the larger parcel primarily owned by Coldwater Industrial Associates 3, LLC.

An easement, allowing the City to utilize the northern 80' of the Legacy Traditional School site for regional drainage purposes, was recorded in 2011.

Coldwater Industrial Associates 3, LLC

Coldwater Industrial Associates 3, LLC owns approximately 11.44 net acres at the southeast corner of 127th Avenue and Corporate Drive. The property was zoned to Planned Area Development in March 2013. This PAD, titled Coldwater Depot III, allows for a limited range of industrial uses, including warehousing and distribution.

A Site Plan for a 187,000 square foot cross-dock distribution warehouse was approved in 2014 and construction is currently underway on the site. The development is a sister project to Coldwater Depot Logistics Facility I, located directly across 127th Avenue from this site.

City of Avondale

The Van Buren Drainage Corridor is planned parallel to the north side of Van Buren Street. When constructed, the channel project will serve to alleviate City Center drainage issues and also provide a multi - use path connectin and linear park. An exhibit showing the rough alignment between Fairway Drive and the Agua Fria River is included as Exhibit D.

The City has been acquiring property to accommodate future development of the corridor since 2013. In 2014, the ownership of Legacy Traditional School donated approximately 1 acre from the south end of their site to the City. On January 12, 2015, the City acquired approximately 3 acres from Coldwater Industrial Associates 3, LLC, for the same reason.

Because of the timing of the various transactions noted above, there is presently a 20'W x 85'D gap in the City-owned property reserved. Specifically, when Legacy Traditional School donated their portion to the City, the 20'x85' remnant was owned by Coldwater Industrial Associates 3, LLC. By the time Coldwater Industrial Associates completed its transaction with the City in January 2015, this remnant was owned by Legacy Traditional School, acquired as part of the transaction that allowed the school to construct the improved pick-up facilities. With the exception of this 20'x85' remnant, the City has acquired all necessary property between Fairway Drive and 127th Avenue.

SUMMARY OF REQUEST:

The proposed Minor Land Division (Exhibit C) will:

- Transfer ownership of the 20' x 85' remnant located within the alignment of the Van Buren Drainage Corridor to the City, from its current owner, Legacy Traditional School. In return, the City will provide Legacy Traditional School with a 20' x 85' easement through City property to allow the school to continue using their pick-up/drop-off facilities.
- Create a formal, legally recognized parcel (Lot 3) for the property the City has acquired for the future use.
- This new parcel will include the land donated to the City by Legacy Traditional School in 2014, the land acquired by the City from Coldwater Industrial Associates 3, LLC in 2015, and the 20' x 85' remnant discussed above.
- Shift the common property line between the Legacy Traditional School site (Lot 2) and the

Coldwater Depot III site (Lot 1) twenty feet to the west of its current position. This lot line adjustment will mirror the June 2014 transaction between Coldwater Industrial Associates 3, LLC and Legacy Traditional School brought about by the school's need to construct an enhanced student pick-up/drop-off lane. After approval and recordation of this document, the new drop-off facilities will be located on the same parcel as the school itself, as required by the City's Zoning Ordinance.

- Abandon the 80' drainage easement that currently exists at the south end of the Legacy Traditional School property (Lot 2). With the planned construction of the Corridor south of the school site, adjacent to Van Buren Street, the City no longer has any use for this easement.

PARTICIPATION:

Public notification is not required for Minor Land Division applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Minor Land Division applications.

ANALYSIS:

- The proposed Minor Land Division has been reviewed by the City's Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- The proposed Minor Land Division revises property lines and creates a new parcel to match already completed real estate transactions between the City of Avondale, Legacy Traditional School, and Coldwater Industrial Associates 3, LLC. Clarifying property lines based upon ownership is important to ensure that future real estate transactions involving the subject properties are not clouded.

FINDINGS:

The proposed request complies with all applicable City documents, including but not limited to the Avondale Subdivision Regulations, Avondale Zoning Ordinance, Avondale General Plan 2030, and the General Engineering Requirements Manual.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-15-0032 as part of the March 16, 2015 consent agenda.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-15-0032, a request for approval of a Minor Land Division for property bounded by Van Buren Street, Fairway Drive, Corporate Drive, and 127th Avenue.

ATTACHMENTS:

Description

[Exhibit A - Zoning Vicinity Map](#)

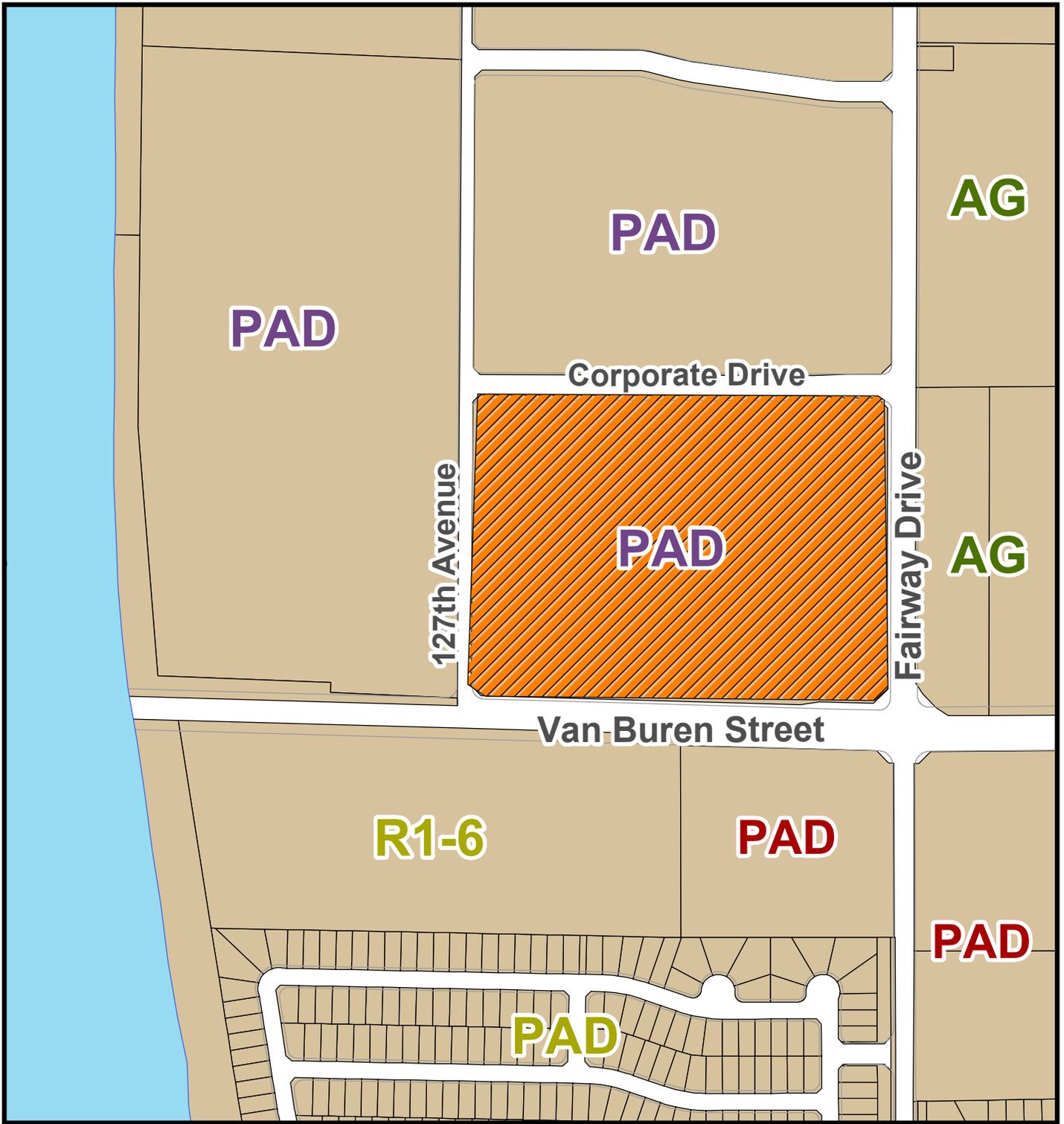
[Exhibit B - Aerial Photograph](#)

[Exhibit C - Proposed Minor Land Division Map](#)

[Exhibit D - Conceptual Alignment of the Van Buren Drainage and Recreation Corridor \(Fairway Drive to Agua Fria River\)](#)

PROJECT MANAGER

Ken Galica, Senior Planner (623) 333-4019



Zoning Vicinity Map



Subject Property





Aerial Photograph



Subject Property



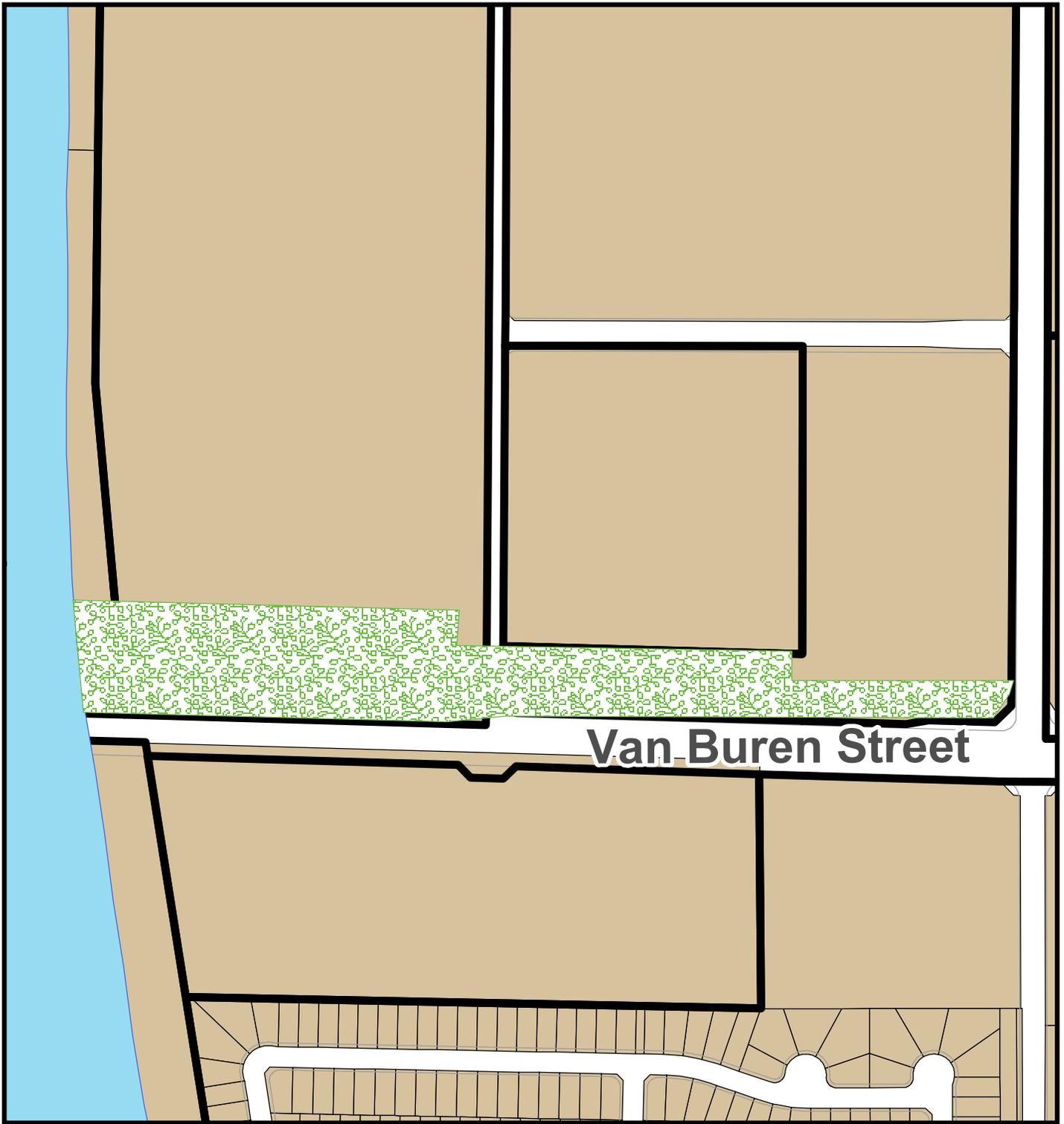
EXHIBIT C – PROPOSED MINOR LAND DIVISION

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35870>



Van Buren Drainage and Recreational Corridor

Fairway Drive to Agua Fria River



Approximate
Channel Alignment





CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Cactus Asphalt for Crack Seal Asphalt Services

MEETING DATE:

3/16/2015

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

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Cactus Transport, Inc. d/b/a Cactus Asphalt to provide asphalt crack seal and repair service in an aggregate amount not to exceed \$150,000 over three years, authorize the transfer of \$50,000 from CIP Street Fund Line Item 304-1308-00-8420 to CIP Street Fund Line Item 304-1020-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City continues to strive to keep roadways in the best condition possible. In 2009, the City implemented a Pavement Management System (PMS). This system tracks pavement treatments and pavement condition and projects future pavement performance. This enables staff to make more effective preservation and rehabilitation choices and perform the financial planning necessary to stretch limited pavement preservation and reconstruction dollars.

Maricopa County currently has a contract with Cactus Transport, Inc. d/b/a Cactus Asphalt to provide asphalt repairs and crack seal services. The Maricopa County Contract contains cooperative use language which extends the use of the contract to other municipalities.

DISCUSSION:

A critical element of pavement management is sealing of cracks that develop in roadways. Sealing cracks prevents water from seeping into soils supporting the road surface and, if sealed prior to preservation treatments, prolongs the life of those treatments. Today's crack seal processes use a polymer modified, environmentally friendly, hot pour rubberized sealants that last a long time and provide superior protection.

SCOPE OF WORK:

The scope of work for this project will include:

- Identify eligible City roadways programmed for preservation treatments through the PMS and staff assessment.
- Plan, provide and set-up proper traffic control as needed.
- Clean out and prepare cracks in roadways to receive sealant.
- Apply rubberized hot pour crack sealant.
- Apply sand blotter if needed at crossings, clean-up and remove traffic control as required.

SCHEDULE:

A tentative construction schedule for the Spring 2015 crack seal construction is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	03/17/15
Pre-Construction Conference	03/23/15
Issue Notice-to-Proceed	03/24/15
Begin Construction	03/30/15
Completion	04/09/15

BUDGET IMPACT:

Maricopa County's Agreement with Cactus Asphalt is effective through September 30, 2017. Staff propose to utilize this agreement with Cactus Asphalt for this term. After the expiration of the Initial Term (September 30, 2015), this Agreement may be renewed for up to two successive one-year terms. Staff intends to exercise the remaining two (2) renewal options in the amount of \$50,000 per year subject to availability and appropriation of funds if it is deemed in the best interest of the City. The total aggregate amount of the contract will not exceed \$150,000.

Funding for these services in the amount of \$50,000 is available in CIP Street Fund Line Item 304-1308-00-8420, 107th Avenue – McDowell Road to Thomas Mill/Overlay and is proposed to be transferred to CIP Street Fund Line Item No. 304-1020-00-8420, Citywide Preventive Street Maintenance.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Cactus Transport, Inc. d/b/a Cactus Asphalt to provide asphalt crack seal and repair service in an aggregate amount not to exceed \$150,000 over three years, authorize the transfer of \$50,000 from CIP Street Fund Line Item 304-1308-00-8420 to CIP Street Fund Line Item 304-1020-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[CPA - Cactus Asphalt - crack seal](#)

COOPERATIVE PURCHASING AGREEMENT – CACTUS ASPHALT
FOR CRACK SEAL PROJECT

DUE TO ITS SIZE, THIS DOCUMENT
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CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Cactus Asphalt for Pavement Preservation Program

MEETING DATE:

3/16/2015

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

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Cactus Transport, Inc. d/b/a Cactus Asphalt for the Spring 2015 FAST (Fractured Aggregate Surface Treatment) Pavement Preservation Program in the amount of \$434,450.75 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City continues to strive to keep roadways in the best condition possible. In 2009, the City implemented a Pavement Management System (PMS). This system tracks pavement treatments and pavement conditions and projects future pavement performance. This enables staff to perform more effective financial planning necessary to stretch limited pavement preservation and reconstruction dollars.

City staff continuously researches preservative treatments that most efficiently meet preservation needs. Several factors are used to evaluate pavement preservation strategies including age, history of prior treatments, current pavement conditions and usage. With the assistance of the PMS and in conjunction with the appropriated budget, staff determines the best treatment and prioritizes the streets to be treated.

Pinal County currently has a Contract with Cactus Transport, Inc. d/b/a Cactus Asphalt to provide pavement preservation materials and services. The Pinal County Contract contains cooperative use language which extends the use of the contract to other municipalities.

DISCUSSION:

Based on data from the PMS, field analysis, and available budget, staff selected a group of streets and then also selected a treatment for this group of streets that is called Fractured Aggregate Surface Treatment (FAST). A layer of polymer modified asphalt emulsion is placed on the street and is followed with the application of rubber coated chip sized aggregate. The treatment corrects a number of minor pre-existing surface flaws, provides exceptional skid resistance, and wears exceptionally well, providing a superior long term, renewed surface life.

In addition to the roadways preserved with the FAST treatment, another group of roadways have been selected to receive a Type II Micro Seal treatment in spring or summer of 2015.

SCOPE OF WORK:

The scope of work for this project will include:

- Prepare street surfaces including minor pavement repairs
- Apply Crack Seal where needed
- Apply Scrub Seal where needed
- Apply FAST treatment on selected roadways
- Restriping as required

The major streets include:

- Indian School Road - 127th Avenue to El Mirage
- El Mirage – Indian School Road to 510 feet north
- Eastbound Thomas Road from Dysart Road to 2,095 feet west.
- Crystal Gardens Parkway between Thomas Road and Encanto Boulevard
- Van Buren Street between 107th Avenue and 99th Avenue
- Van Buren Street between 137th Avenue and Central Avenue
- Southbound El Mirage from Lower Buckeye to 1,072 feet north
- Westbound Lower Buckeye between Avondale Boulevard and 107th Avenue

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	03/17/15
Pre-Construction Conference	03/23/15
Issue Notice-to-Proceed	03/24/15
Begin Construction	04/20/15
Completion	04/30/15

BUDGET IMPACT:

Funding in the amount of \$434,450.75 is available in CIP Street Fund Line Item No. 304-1020-00-8420, Citywide Preventive Street Maintenance.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Cactus Transport, Inc. d/b/a Cactus Asphalt for the 2015 Pavement Program in the amount of \$434,450.75 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - Cactus Asphalt](#)

COOPERATIVE PURCHASING AGREEMENT – CACTUS ASPHALT
FOR PAVEMENT PRESERVATION PROGRAM

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CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Dave Bang Associates, Inc.

MEETING DATE:

3/16/2015

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 the cooperative purchasing agreement with Dave Bang Associates (Dave Bang) to renovate Donnie Hale and Mountain View Parks in an amount not to exceed \$185,911.18 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

The City of Avondale City Council approved a one-time supplemental request of \$150,000 as part of the 2014-2015 annual budget for the renovation of the City's neighborhood parks ground covering and playground equipment. PRLD also has \$36,000 in the Grounds Repair and Maintenance (R&M) line item for normal repairs and ADA enhancements of the neighborhood parks. This combined funding will be used to enhance both Donnie Hale and Mountain View parks.

The renovations and repairs for Donnie Hale and Mountain View parks are required to maintain the safety, operations, and aesthetic appearance of the parks. The items to be renovated are the playground surfacing, various pieces of aged or damaged playground components, additional playground pieces and site furnishings. The site furnishings include, trash cans, picnic tables, and grills.

DISCUSSION:

In November 2014 staff issued a Request for Quotations (RFQ) to various firms that provide parks renovation services through the Mohave Arizona Cooperative Purchasing Agreement (Mohave Contract). The firms submitted quotes for services for playground surfacing, playground equipment, and site furnishings. The parks renovation will also include ADA enhancements where applicable. Under the terms of the RFQ, the City can purchase some, all, or none of the services provided by the prospective bidders.

Four (4) firms submitted bids for the City neighborhood parks renovation project. Staff determined that it is in the best interest of the City to use services of two (2) of the perspective bidders: Dave Bang and Miracle Playgrounds. This request is for the services of Dave Bang only. The term of the agreement will be for one year from the date the agreement is signed by the City and Dave Bang.

The services and items that will be procured from Dave Bang will include:

- Playground surfacing
- Playground equipment, including ADA enhancement items
- Wood Carpet, engineered fiber
- Site preparation and removal and disposal of all materials
- Temporary site fencing
- Trash cans
- Picnic tables
- Grills
- Labor
- All applicable taxes

BUDGET IMPACT:

The City shall pay Contractor an aggregate amount not to exceed \$180,496.29 for the Materials and Services at the unit rates set forth in the Mohave Contract plus \$5,414.89 for the payment and performance bond required by Mohave. The maximum aggregate amount for this Agreement shall not exceed \$185,911.18.

All funds for the neighborhood parks renovation project are included in the FY 2014-2015 City of Avondale / PRLD budget line item: 101-5220-00-6731 R&M Grounds & Parks.

RECOMMENDATION:

Staff recommends that the City Council approve a cooperative purchasing agreement with Dave Ban Associates to renovate Donnie Hale and Mountain View Parks in an amount not to exceed \$185,911.18 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Description

[CPA - Dave Bang Associates, Inc.](#)

COOPERATIVE PURCHASING AGREEMENT – DAVE BANG ASSOCIATES, INC.

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CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement- Altec Industries, Inc.

MEETING DATE:

3/16/2015

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

City Council will consider a request to approve a cooperative purchasing agreement with Altec Industries, Inc., and the transfer of appropriation from general fund contingency to the replacement fund, for an amount not to exceed \$103,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale traffic engineering division utilizes two aerial lift trucks. The trucks are equipped with aerial lifts that extend up to 40 feet in the air carrying workers and operating in roadways and intersections, often in high traffic areas. These trucks are used for service and maintenance of the City's street lights, traffic signals and signs. They are also used to hang and/or replace banners throughout the year. In addition, the City is under contract to perform maintenance on street lights for the City of Tolleson.

DISCUSSION:

One of the aerial trucks, unit #1650 which was purchased in 2006, was brought into the shop for an apparent hydraulic leak. After an evaluation by fleet staff and an outside vendor who specializes in repair and maintenance of this type of equipment, it has been determined that the hydraulic system for the lift has deteriorated due to age, usage and sun exposure and is currently inoperable. The estimate to replace the hydraulic system is nearly \$10,000.

This prompted staff to reevaluate the current 10 year life cycle of the aerial lift trucks. Staff has determined that a 10 year replacement cycle is no longer valid due to the effect of sun and high temperatures deteriorating the lines, hoses and seals. A 7 year replacement cycle is now being implemented for this type of aerial truck. This type of truck is one of the most dangerous pieces of equipment we operate. Staff believes this change is necessary to ensure the safety of the operators and the public.

Unit #1650 that experienced the failure was purchased in 2006 and is currently scheduled for replacement in the upcoming 2015/16 budget cycle. Staff is requesting to replace this unit immediately. The unit will be replaced with an aerial lift truck, capable of reaching a 45 ft. operating height, and equipped with a bucket style apparatus rated at 400 pounds. This will allow for an operator and necessary tools and equipment.

The other unit #1802 was purchased in 2008 and is scheduled for replacement in the 2017/18 budget cycle. Staff is recommending accelerating the replacement of this unit by 2 years. In working with the traffic engineering staff, we plan to replace this unit with an aerial lift truck capable of reaching a 45 ft. working height and be equipped with an 1,100 pound capacity platform style apparatus. This will allow for 2 operators, tools and equipment.

BUDGET IMPACT:

Staff has determined that funding is currently available in the vehicle replacement fund balance to replace one of the trucks. However, vehicle #1650 was scheduled for replacement in FY 2015-2016; therefore the funds were not authorized for expenditure this fiscal year. Staff is requesting council approve a transfer of contingency appropriation in the amount of \$103,000 to authorize the expenditure of funds to replace aerial lift truck #1650 immediately.

The request to accelerate the replacement of the second truck unit #1802 will be submitted as a budget supplemental to be considered during the upcoming budget cycle.

RECOMMENDATION:

Staff recommends City Council approve a cooperative purchasing agreement with Altec Industries, Inc., and the transfer of appropriation from general fund contingency to the replacement fund, for an amount not to exceed \$103,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - Altec, Inc.](#)

COOPERATIVE PURCHASING AGREEMENT – ALTEC INDUSTRIES, INC.

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CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchase Agreement - Balar Holding Corp. and Water Contingency Fund Transfer

MEETING DATE:

3/16/2015

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

City Council will consider a request to approve a cooperative purchasing agreement with Balar Holding Corp., and a water contingency fund transfer to the water vehicle replacement fund, for an amount not to exceed \$55,823.15, and authorize the mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

In October 2014 a water utility truck hauling the valve machine was stolen. During the incident the valve machine was damaged beyond repair. This request is to replace the valve machine.

The valve machine is available to purchase through the City of Tempe Contract No. T15-010-01 which includes cooperative purchasing language.

BUDGET IMPACT:

The valve machine will be replaced utilizing the vehicle replacement funds currently available for this machine in the amount of \$40,700, the balance will come from risk management (property and liability insurance) funds in the amount of \$15,123.15.

While the funding will come from the above-mentioned funds, an appropriation transfer from the water contingency fund to the water vehicle replacement fund is requested to cover the necessary expenditure.

RECOMMENDATION:

Staff recommends City City Council approve a cooperative purchasing agreement with Balar Holding Corp., and a water contingency fund transfer to the water vehicle replacement fund, for an amount not to exceed \$55,823.15, and authorize the mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - Balar Equipment](#)

COOPERATIVE PURCHASING AGREEMENT – BALAR EQUIPMENT

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CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Professional Services Agreement Western Technologies, Inc.

MEETING DATE:

3/16/2015

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

Staff is requesting that the City Council approve the First Amendment to the Professional Services Agreement with Western Technologies, Inc. in the amount of \$50,000 for a total aggregate amount not to exceed \$90,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On November 4, 2013, City Council approved the Municipal Aesthetics Program Funding Agreement with SRP for relocating SRP power and irrigation facilities. The project located on 107th Avenue from Roosevelt Street to Van Buren Street was identified as a priority in that Agreement.

The United States Bureau of Reclamation / SRP are requiring an archaeological study to approve the USA exchange easements for irrigation relocation on the 107th Avenue project.

DISCUSSION:

Environmental services are an intricate part of engineering design and construction projects. Environmental services include, but are not limited to, environmental site assessments, compliance audits, risk evaluations, cultural resource assessments, such as archaeological studies and recommendations. The City does not have the staff to provide these services. This Agreement will enable these services to be performed in an effective and timely manner, on an as needed basis.

The City currently has an Agreement with Western Technologies for environmental services and they provided the Phase I and Phase II Environmental Site Assessments for the 107th Avenue project. This Amendment will allow staff to continue to work with Western Technologies to complete the archaeological study required by the Bureau. The First Amendment will increase the compensation amount by \$50,000 resulting in a total compensation not-to-exceed amount of \$90,000. The term of the Agreement will also be extended through March 2016.

BUDGET IMPACT:

Funding for the 107th Avenue project archaeological study is available in CIP Street Fund Line Item 304-1330-00-8420, 107th Ave – Roosevelt to Van Buren.

As this Contract is to be used on an as-needed basis, funding for other requested environmental services will be charged to the respective CIP or operational budget line items.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Professional Services Agreement with Western Technologies, Inc. in the amount of \$50,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[PSA First Amendment - Western Technologies](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WESTERN TECHNOLOGIES, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into as of March 16, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and Western Technologies, Inc., an Arizona corporation (the “Consultant”).

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement, No. 13995C, dated October 28, 2014, for Consultant to provide environmental services for various pending City projects (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) modify the scope of work to include the Additional Services and (iii) increase the compensation to the Consultant for the Additional Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until March 15, 2016, 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 and Fee Proposal (the “Additional Proposal”), attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Consultant by \$50,000.00 for the Additional Services at the rates set forth in the Additional Proposal, attached hereto as Exhibit 1 and the rates set forth in the Fee Proposal, attached to the Agreement as Exhibit C, resulting in an increase of the total compensation from \$40,000.00 to an aggregate amount not to exceed \$90,000.00.

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.

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
WESTERN TECHNOLOGIES, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.



**CONTRACT EXHIBIT FOR PROFESSIONAL SERVICES AGREEMENT
SCOPE OF WORK AND FEE PROPOSAL
WT Reference No. 2184PS601 (Revised)**

BETWEEN: **CITY OF AVONDALE** ("CLIENT")
11465 West Civic Center Drive, Suite 120
Avondale, Arizona 85323-6804

AND: **WESTERN TECHNOLOGIES INC.** ("WT")
3737 East Broadway Road
Phoenix, Arizona 85040

FOR THE PROJECT: **Limited Archaeological Assessment** ("Project")
Proposed Rights-of-Way (Anderson Property) ("Property")
NWC of 107th Avenue and Van Buren Street
Avondale, Arizona

1.0 PROPERTY DESCRIPTION

The Property consists of strips of land located on and along the north side of Van Buren Street, on and along the west side of 107th Avenue, the south side of the Roosevelt Street alignment, and along a curved strip between the Roosevelt Street and 111th Avenue alignments.

WT previously conducted Phase I and II environmental site assessment (ESA) activities on the Property, the results of which were presented in a report titled *Phase I and II Environmental Site Assessment, Proposed Rights-of-Way, Anderson Property, NW of 107th Avenue and Van Buren Street, Avondale, Arizona* (WT Project No. 2183JC178), dated February 5, 2014. WT conducted an additional Phase I ESA on the Property, which was titled *Phase I Environmental Site Assessment, Proposed Rights-of-Way, Anderson Property, NW of 107th Avenue and Van Buren Street, Avondale, Arizona* (WT Project No. 2184JS252), dated August 29, 2014.

We understand the U.S. Bureau of Reclamation is requiring the City of Avondale to obtain a limited archaeological assessment of an area in the southeast portion of the Property (approximately 100 feet by 100 feet). The scope of work, cost estimate, and schedule for completing the limited archaeological assessment is provided below.

2.0 PURPOSE

WT will subcontract Paleowest Archaeology (Paleowest) to conduct a limited archaeological assessment of an area located at the northwest corner of the intersection of 107th Avenue and Van Buren Street.

3.0 SCOPE OF SERVICES

3.1 Coordination/Utility Clearance/ Project Management

Upon authorization to proceed, WT will coordinate with the Client and Paleowest for access to the Property. We have assumed that the Client will provide right-of-entry to the Property and will assist in scheduling and coordinating the field work.

Prior to the start of field activities, WT will clear the proposed work area on the Property for buried utilities and pipelines using the Blue Stake service. WT will also subcontract a private utility locator to conduct a metal detection survey in an effort to identify buried utilities not marked by Blue Stake. We have assumed there are no private underground utilities or other buried features within the proposed work area that could be damaged by excavation activities associated with the archaeological assessment. We have also assumed WT and/or Paleowest will not encounter difficulties accessing the Property, which could result in additional costs.

3.2 Limited Archaeological Survey

Under this task, Paleowest will develop an Archaeological Testing Plan for review and approval by WT, the City of Avondale, and the U.S. Bureau of Reclamation. Following approval of the plan, Paleowest will conduct archaeological testing of subsurface excavations including approximately 262 feet of backhoe trenching at selected locations on the Property. During completion of the field activities, a WT representative will periodically visit the Property to observe and document the excavation activities.

Once the field activities have been completed, Paleowest will prepare an Archaeological Testing Results Report summarizing the project findings. If necessary, Paleowest will also coordinate and conduct curation if archaeological collections are made in the field.

4.0 SCHEDULE

WT will initiate the project following receipt of authorization to proceed from Client. It is anticipated the Archaeological Testing Plan can be developed by Paleowest within one week of authorization. Following review and approval of the plan (estimated at one week), field activities can be scheduled within one week and will require two to three days to complete. It is anticipated the Archaeological Testing Results Report will be submitted to Client approximately one week following completion of the field activities, or approximately three to four weeks after receipt of authorization to proceed.

5.0 CLIENT ACKNOWLEDGMENTS

The following acknowledgments are made to WT by Client in establishing the work scope and costs for this Project:

- Client agrees that the scope of services presented in this Proposal/Agreement is suitable for the stated purpose.

- We have assumed WT and/or Paleowest will not encounter difficulties accessing the Property, which could result in additional costs.
- We have assumed there are no private underground utilities or other buried features within the proposed work area that could be damaged by excavation activities associated with the archaeological assessment. WT will contact the Blue Stake one-call service to mark underground utility lines in the planned work area. Client understands that Blue Stake representatives typically will not mark private utility lines. WT will utilize a private utility locator to assist in identifying private utility lines in the area of planned excavation. This survey typically can only identify metallic utility lines and facilities. PVC pipe or other non-metallic facilities may not be identifiable. Client will assume responsibility for repair of non-metallic lines or facilities (such as PVC irrigation lines), encountered and damaged during exploratory excavations, if necessary.
- The proposed schedule assumes the City of Avondale and U.S. Bureau of Reclamation will review and approve the Archaeological Testing Plan within one week of receipt, and there will not be significant delays in the review or revisions to the plan.

6.0 FEES

We will conduct the proposed services on a time-and-materials basis in accordance with the attached fee schedule. The estimated costs for the proposed services are as follows:

Coordination/Utility Clearance/Project Management	\$1,622
Limited Archaeological Survey	\$18,960
Estimated Total	\$20,582

WT will not exceed this amount without your prior authorization. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our Professional Services Agreement between the City of Avondale and Western Technologies, Inc. dated October 28, 2014.

7.0 MANNER OF PAYMENT

WT will invoice you the fees on a monthly basis and upon completion of services. Full payment for services is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for WT to proceed with the work to be performed may be given simply by returning a signed work order to WT, or by giving oral, written, or electronic notification to WT. We understand that returning the signed work order will constitute permission by the owner for our entry onto the Property.

9.0 THE CONTRACT

This work will be conducted in general agreement with this contract exhibit and the Professional Services Agreement between the City of Avondale and Western Technologies, Inc. dated October 28, 2014.

DETAILED COST ESTIMATE
Limited Archaeological Assessment
Proposed Rights-of-Way
Anderson Property
NWC of 107th Avenue and Van Buren Street
Avondale, Arizona

Coordination/Utility Clearance/Project Management	\$1,622.00
Labor -	
Principal (0.5 hour x \$165/hour)	\$82.00
Project Manager (2 hours x \$125/hour)	\$250.00
Project Engineer (12 hours x \$75/hour)	\$900.00
Administrative (2 hours x \$45/hour)	\$90.00
Locating Subcontractor (\$250 x 1.20)	\$300.00
Limited Archaeological Survey	\$18,960.00
Subcontract Paleowest Archaeology (\$15,800.00 x 1.20)	<u>\$18,960.00</u>
Total Cost Estimate	\$20,582.00



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Professional Services
Agreement Dibble CM LLC / Oridian Construction 3/16/2015
Services, LLC

MEETING DATE:

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

Staff is requesting that the City Council approve the First Amendment to the Professional Services Agreement with Oridian Construction Services/Dibble CM in the amount of \$50,000 to provide construction inspection services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Engineering Division is responsible for overseeing and inspecting all Capital Improvement Program (CIP) and Development related construction projects. With the absence of a full-time inspector, the Engineering Division has a need for construction inspection services to be provided.

On February 18, 2014, City Council approved a Professional Services Agreement with Oridian Construction Services, LLC (now known as Dibble CM, LLC) to provide construction inspection services in the amount of \$300,000 and a contract term of one-year.

DISCUSSION:

Through the Agreement with Dibble CM, the City was able to contract two full-time engineering inspectors. One inspector was devoted almost exclusively to the Central Avenue Water and Sewer Replacement CIP project. With the Central Avenue Water and Sewer Replacement project now complete, that inspector has been assigned to the Dysart Road Phase I; 12kv and Telecommunication Overhead to Underground Conversion CIP project, which requires extensive inspection services.

The second inspector is currently providing inspection services on the Garden Lakes Water Service Replacement & Asphalt Overlay CIP project, various private development and utility permit right-of-way inspections.

Below is a summary of inspection services for the various projects completed and/or in progress through our current contract:

Project	Contract Amount
Central Avenue – Water & Sewer	\$102,900.00
Garden Lakes Water Service Replacement & Asphalt Overlay	\$82,320.00
Miscellaneous Development and Utility	\$50,000.00
Dysart Road Phase I; 12kv and Telecommunication Overhead to Underground Conversion	\$64,780.00
Total Contract Amount	\$300,000.00

A contract extension and additional funding are needed to continue construction inspection services through the completion of the two large CIP projects currently under construction; the Dysart Road Phase I; 12kv and Telecommunication Overhead to Underground Conversion project and the Garden Lakes Water Service Replacement and Asphalt Overlay Project. In addition, Amendment 1 will help to cover the cost of inspection services for the increasing private development projects and the ongoing various public utility permit construction.

Staff foresees increasing demands and the subsequent challenges to provide necessary construction inspection to maintain the current high quality of improvements throughout the City.

BUDGET IMPACT:

The First Amendment will increase the compensation amount by \$50,000 resulting in a total compensation not-to-exceed amount of \$350,000. The term of the Agreement will also be extended through July 31, 2015.

Funding for the additional construction inspection services is available in the Engineering’s Operating Budget Line Item, 101-5900-00-6035, Contract Inspections, and the respective CIP fund line items.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Professional Services Agreement with Oridian Construction Services/Dibble CM in the amount of \$50,000 to provide construction inspection services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[First Amendment to PSA](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE CM LLC
(F/K/A ORIDIAN CONSTRUCTION SERVICES, LLC)**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into as of March 16, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and Dibble CM LLC, a Delaware limited liability company, formerly known as Oridian Construction Services, LLC (the “Consultant”).

RECITALS

A. The City and Oridian Construction Services, LLC (“Oridian”) entered into a Professional Services Agreement, No. 13872C, dated February 18, 2014, for Oridian to provide construction inspection services for various pending City projects (the “Agreement”).

B. On or about April 2, 2014, Oridian filed Articles of Amendment, changing its name to Dibble CM LLC.

C. The City has determined that additional inspection services by the Consultant are necessary (the “Additional Services”).

D. The City and the Consultant desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) 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 July 31, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The City shall increase the compensation to Consultant by \$50,000.00 for the Additional Services at the rates set forth in the Amended Fee Proposal, attached hereto as Exhibit 1, resulting in an increase of the total compensation, from \$300,000.00 to an aggregate amount not to exceed \$350,000.00.

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

4. 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.

5. 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
DIBBLE CM LLC

[Amended Fee Proposal]

See following page.



2014 STANDARD BILLING RATES

Principal	\$165.00/hour
Project Mgr. /Construction Mgr.	\$155.00/hour
Project Engineer	\$135.00/hour
Contract Administrator	\$120.00/hour
Construction Inspector	\$92.00/hour

Overtime Billing Rate x 1.5

Expenses

Mileage \$0.50 per mile
Per-Diem Cost plus 10%



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3241-315, Ordinances 1572-315 and
1573-315 - Amending Chapter 24 of the City
Code

MEETING DATE:

3/16/2015

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

City Council will consider a request to approve Resolution Number 3241-315 and Ordinance Numbers 1572-315 and 1573-315 amendment to the Avondale City Code, Chapter 24 Waters, Sewers and Sewage Disposal pertaining to backflow and pretreatment to protect the city's water supply from contamination and pollution.

BACKGROUND:

The purpose of the Backflow Code is to protect the public water supply from contamination or pollution by isolating within the user's system such contaminants or pollutants which could backflow into the public water supply and provide monitoring and enforcement of the program. The City's Backflow Code was adopted in 1994 in accordance with Arizona Administrative Code R15-4-215 and has not been revised since its inception.

The purpose of the Pretreatment Program is to set forth requirements for users of the City's sewer system and to prevent the introduction of pollutants and regulate disposal of industrial wastewater. The Pretreatment Program was originally adopted in 2010 and was revised in 2011 to adopt local limits on discharges into the city's sewer system.

This revision includes a rewrite and formatting of the entire Backflow Code. Additionally, there are minor changes incorporated in both codes to be consistent with the rest of the City's Municipal Code.

Finally, SB 1598, known as the regulatory bill of rights, was enacted in 2011 and institutes numerous requirements with which the City must comply in performing inspections. Both Codes were revised to be in compliance with this senate bill.

DISCUSSION:

The Backflow and Cross Connection Code revisions include the following:

1. Alphabetized the definitions section.
2. Added definitions for...
 1. Backflow prevention method
 2. Bypass
 3. Customer

3. Reformatted to be consistent with other codes.
4. Removed table of premises requiring devices, this requires us to attempt to list every use we may have in the City, instead we included a section on hazard potential and approved backflow prevention methods.
5. Listed approved types of backflow prevention devices in order by most restrictive.
6. Removed the section on the permit fees, these are established by the Development Services Department and should not be a part of this code.
7. Added a section on installation of backflow assemblies on fire lines.
8. Requires test reports be on Department approved forms, this is to allow for seamless uploading to our new software.
9. Expanded the Discontinuance of Service Section to address non-emergency, and emergency disconnections, if in case of an emergency no notification would be required.
10. Fire sprinkler system connection. Water service to a fire sprinkler system shall not be subject to disconnection...

Minor revisions were made to both codes including the following:

1. Remedies section adding Civil and Criminal penalties for continued non-compliance and fees as set forth in Section 1-9(c) and (d) of the City Code.
2. Debarment of a contractor from doing business with the City if they are in non-compliance with codes.

Both the Pretreatment and Backflow Codes were revised to address SB1598. Notably, the City must provide notice before inspecting, must present identification, state the purpose and authority for the inspection, and provide these rights in writing for the inspected party to sign and retain. The inspected party is allowed to have a representative accompany the City representative during the inspection. Inspection reports must comply with requirements set forth in the statute. Any deficiencies to be corrected also must follow this section. If an action is taken as result of the inspection, the City must provide monthly notice of the status of such action.

BUDGET IMPACT:

There is no direct budgetary impact. The Public Works Department Water Quality Division (501-9115-00) and Water Reclamation Facility (503-9230-00) Operations and Maintenance Budgets will continue to support these programs.

RECOMMENDATION:

Staff recommends approval of Resolution Number 3241-315 and Ordinance Numbers 1572-315 and 1573-315 amendments to the Avondale City Code, Chapter 24 Waters, Sewers and Sewage Disposal pertaining to backflow and pretreatment to protect the city's water supply from contamination and pollution.

ATTACHMENTS:

Description

[Resolution3241-315](#)

[Code - Chapter 24](#)

[Ordinance 1572-315](#)

[Ordinance 1573-315](#)

RESOLUTION NO. 3241-315

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL CODE, AMENDED AND RESTATED APRIL 15, 2015."

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

SECTION 1. That certain document entitled the "City of Avondale Backflow Prevention and Cross Connection Control Code, Amended and Restated April 15, 2015," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, March 16, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

CITY OF AVONDALE

BACKFLOW PREVENTION AND

CROSS CONNECTION CONTROL CODE

Amended and Restated April 15, 2015

Article I – In General

- 24-1 Definitions.
- 24-2 Purpose.
- 24-3 Applicability.
- 24-4 Backflow Prevention Required.
- 24-5 Hazard Potential.
- 24-6 Backflow Prevention Methods; Approved.
- 24-7 Installation Requirements; Location.
- 24-8 Installation of Backflow Prevention Assemblies for Fire Sprinkler Systems.
- 24-9 Inspection and Compliance Monitoring.
- 24-10 Testing; Repairs; Recordkeeping.
- 24-11 Disconnection of Water Service; Notice.
- 24-12 Remedies.
- 24-13 Affirmative Defense to Violations.
- 24-14 [Reserved]
- 24-15 [Reserved]

24-1 Definitions.

“Air Gap (AG)” is the unobstructed vertical distance through the free atmosphere between the opening of the pipe or faucet supplying potable water to a tank, plumbing fixture, or other device. An approved air gap shall be at least double the effective opening of the supply piping or faucet and in no case less than one (1) inch above the flood rim.

“Approved Backflow Prevention Assemblies” mean assemblies that have been manufactured in full conformance with the standards established by the American Water Works Association entitled: AWWA/ANSI C 510-2007 Standard for Double Check Valve Backflow Prevention Assembly and AWWA/ANSI C511-2007 Standard for Reduced-Pressure Backflow Prevention Assembly and have met completely the laboratory and field performance standard of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USC FCCCHR) established in Chapter 10 of the most current edition of the Manual of Cross-Connection Control (Standards of Backflow Prevention Assemblies).

“Backflow” is the undesirable reversal of flow of non-potable water or other substance through a cross-connection and into the piping of a public water system or consumer’s potable water system. There are two types of backflow: backpressure backflow and backsiphonage.

“Backflow prevention method” means an assembly or other means designed to prevent backflow.

“Backpressure backflow” is backflow caused by a downstream pressure that is greater than the upstream or supply pressure in a public water system or consumer’s potable water system. Backpressure (i.e., downstream pressure that is greater than the potable water supply pressure) can result from an increase in downstream pressure, a reduction in

the potable water supply pressure, or a combination of both. Increases in downstream pressure can be created by pumps, temperature increase in boilers, etc. Reductions in potable water supply pressure occurs whenever the amount of water being used exceeds the amount of water being supplied, such as during water line flushing, firefighting, or breaks in water mains.

“Backsiphonage” is backflow caused by a negative pressure (i.e., vacuum or partial vacuum) in a public water system or consumer’s potable water system. The effect is similar to drinking water through a straw. Backsiphonage can occur when there is a stoppage of water supply due to nearby firefighting, a break in a water main, etc.

“Bypass” means the intentional diversion of water from any portion of a Customer’s or unauthorized user’s connection to the City’s potable water.

“Certified Tester” is someone trained and certified through a certification program approved by the American Backflow Prevention Association with proper training in the most current edition Manual of Cross-Connection Control test procedures and approved by the City of Avondale.

“Contamination” means any condition, device or practice which, in the judgment of the Department, may create a danger to public’s health and well-being. This includes an impairment of the public water supply by the introduction or admission of any foreign substance that degrades the water quality and creates a health hazard.

“Cross connection” is any temporary or permanent connection between a public water system or consumers’ potable (i.e., drinking) water system and any source or system containing non-potable water or other substances. An example is the piping between a public water system or consumers’ potable water system and an auxiliary water system, cooling system, or irrigation system.

“Customer” means a person or entity with a valid City water account.

“Department” means the Avondale Public Works Department.

“Director” is the individual in charge of the Avondale Public Works Department and its daily operations or his authorized designee.

“Double Check Detector Assembly (DCDA or DDCVA)” means an assembly composed of a line-size approved double check valve assembly with a bypass containing a specific water meter and an approved double check valve assembly.

“Double Check Valve Assembly (DCVA)” means an assembly composed of two independently acting, approved check valves, including tightly closing shutoff valves located at each end of the assembly and fitted with properly-located test cocks.

“Potable Water Supply” is raw or treated water that is considered safe to drink.

“Pressure Vacuum Breaker Assembly (PVB)” means an assembly containing an independently operating, loaded check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shutoff valves located at each end of the assembly.

“Reduced-Pressure Assembly (RPA)” means an assembly containing two independently-acting, approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves, and below the first check valve. The assembly shall include properly located test cocks and tightly closing shutoff valves located at each end of the assembly.

“Reduced-Pressure Detector Assembly (RPDA)” means an assembly composed of a line-size approved reduced-pressure assembly with a bypass containing a specific water meter and an approved reduced-pressure assembly.

“Spill-resistant Pressure Vacuum Breaker (SVB)” means an assembly containing an independently operating, internally loaded check valve and independently operating, loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with a properly located resilient seated test cock, properly located bleed/vent valve and tightly closing resilient seated shutoff valves located at each end of the assembly.

“Water Service Connection” is any direct connection to the City of Avondale potable water system.

24-2 Purpose.

The purpose of Avondale Backflow Prevention Program is to protect the public water supply from contamination or pollution by isolating within the Customer’s system such contaminants or pollutants which could backflow into the public water supply and to provide for the monitoring and enforcement of the program. This is accomplished by inspecting Water Service Connections to determine compliance with the City Code related to backflow, tracking the annual testing of privately-owned backflow prevention assemblies to ensure proper operation, and investigating water quality complaints and backflow incidents. The objectives of this Article are to:

- (a) Protect the public health, safety, and welfare through a cross-connection control and backflow prevention program intended to prevent the potential or actual occurrence where a backflow, backpressure condition, or cross connection within piping, or other portions of Customers’ potable water systems could allow the entry of contaminants or pollutants into the public water supply system.
- (b) Eliminate or control existing cross connections, actual or potential, at each water outlet from the Customer’s service line.

- (c) Provide a continuing inspection program of backflow prevention methods that will systematically and effectively control all actual or potential cross connections that may be installed in the future.
- (d) Provide standards on the proper types and usage of backflow prevention methods.
- (e) Set forth the respective responsibilities of the Customer and the Director.
- (f) Supplement applicable regulations set forth by the Environmental Protection Agency and Arizona Department of Environmental Quality pertaining to cross-connection control and backflow prevention in a manner consistent with such regulations.

24-3 Applicability.

- (a) The provisions of this Article shall apply to all new and existing Customers.
- (b) Backflow prevention assemblies installed prior to enactment of this Article that do not comply with the requirements set forth in this Article shall be replaced with Approved Backflow Prevention Assemblies.

24-4 Backflow Prevention Required.

- (a) An approved backflow prevention method shall be utilized or installed at every Water Service Connection to a Customer's water system when the Director determines the potable water supplied by the public potable water system may be subject to contamination, pollution, or other deterioration in sanitary quality by conditions within the Customer's water system.
- (b) The backflow prevention method to be utilized or installed shall be determined by the Department. The method required by the Department shall be sufficient to protect against the potential degree of hazard, as determined by the Department, to the public Potable Water Supply from the Customer's water system.

24-5 Hazard Potential.

The degrees of hazard potential to the public Potable Water Supply and system from a Customer's water supply system shall be determined using the following hazard factors:

- (a) Health: Any condition, device or practice which, in the judgment of the Director, may create a danger to the health and well-being of the potable water consumers.
- (b) Plumbing: A plumbing type cross-connection that is not properly protected by an approved backflow prevention method.
- (c) Pollution: An actual or potential threat to the physical facilities of the public Potable Water Supply system or to the public Potable Water Supply which,

although not dangerous to health, would constitute a nuisance or be aesthetically objectionable, or could cause damage to the system or its appurtenances.

- (d) System: An actual or potential threat that may cause severe damage to the physical facilities of the public Potable Water Supply system or which may have a protracted effect on the quality of the potable water in the system.

24-6 Backflow Prevention Methods; Approved.

- (a) The activities conducted on premises shall determine the required backflow prevention method. If multiple activities are conducted on the same premises, the most restrictive backflow prevention method required for any of the activities conducted on the premises shall be required to be installed at each Water Service Connection.
- (b) The following are the backflow prevention methods approved by the Department in order of most restrictive to least restrictive:
 - (1) An Air Gap is required when hazardous activities are conducted and served by the same Water Service Connection or multiple Water Service Connections.
 - (2) A Reduced-Pressure Assembly is required at all direct connections to the public potable water supply for domestic use as close to the meter as feasible.
 - (3) A Reduced-Pressure Detector Assembly is required on all fire systems that use chemical additives for fire suppression.
 - (4) A Double Check Valve Assembly is required on all fire systems supplying water only to fire sprinkler systems.
- (c) Other Approved Backflow Prevention Assemblies may be used when demonstrated that they are equal in performance to the backflow prevention methods set forth above, as reviewed and approved by the Director.
- (d) The Department shall maintain a list of Approved Backflow Prevention Assemblies, by type and manufacturer. The list shall be furnished to any Customer required to install a backflow prevention assembly.

24-7 Installation Requirements; Location.

- (a) Only Approved Backflow Prevention Assemblies may be installed and only upon receipt of the necessary City backflow permit.
- (b) An Approved Backflow Prevention Assembly shall be installed by the Customer, at the Customer's expense and in compliance with the standards and

specifications adopted by the City, as close to the Water Service Connection as possible.

- (c) The assembly shall be in an accessible location approved by the Department. A Reduced-Pressure Assembly and a Pressure Vacuum Breaker Assembly shall be installed above grade level between twelve (12) and twenty-four (24) inches. A Double Check Valve Assembly may be installed, at the Customer's option, below ground in a vault that meets standards and specifications established by the City.
- (d) The assembly shall have a diameter at least equal to the diameter of the Water Service Connection.
- (e) When a Customer desires a continuous water supply, two (2) or more backflow prevention assemblies shall be installed parallel to one another at the Water Service Connection to allow a continuous water supply during testing of the backflow prevention assemblies. When backflow prevention assemblies are installed parallel to one another, the sum of the areas of the diameters of the assemblies shall be at least equal to the area of the diameter of the Water Service Connection.
- (f) Following the installation of any assembly, the Customer must have an initial test on the assembly and have it inspected by the Department before the certificate of occupancy can be issued.
- (g) All assemblies shall be equipped with gate valves on both the upstream and downstream side of the assembly. In addition, test cocks shall be provided so that test equipment may be connected to the assembly at such points that the pressure in each pressure zone may be detected.
- (h) Except as provided in subsection 24-13(b) below, it shall be unlawful, and punishable as a misdemeanor as set forth in section 1-9(c) of the City Code, to bypass a backflow prevention method.

24-8 Installation of Backflow Prevention Assemblies for Fire Sprinkler Systems.

- (a) When a backflow prevention assembly is required for a Water Service Connection supplying water only to a fire sprinkler system, the assembly shall be installed at the Water Service Connection in compliance with the standards and specifications adopted by the City.
- (b) If the Chief of the City of Avondale Fire Department, or his designee, determines that a fire sprinkler system shall have a continuous water supply that may not be interrupted during testing of the backflow prevention assembly, the Customer shall install, at his expense, two (2) backflow prevention assemblies parallel to one another at the Water Service Connection. The diameter of each assembly shall be at least equal to the diameter of the Water Service Connection.

- (c) Modifications of an existing Water Service Connection supplying water solely to a fire sprinkler system shall require the entire system to comply with the standards and specifications adopted by the City.

24-9 Inspection and Compliance Monitoring.

- (a) Upon providing the notice, identification and disclosures as required by state law to be provided on or before the initiation of the inspection (unless a different time frame is established by ARIZ. REV. STAT. § 9-833, as amended), City representatives may enter the facilities of any Customer to ascertain that the Customer is complying with all provisions of this Article. Customers shall allow the City access to all parts of its premises (1) at all reasonable times for the purposes of inspection, records examination and copying, and the performance of any additional duties and (2) in all emergencies to determine whether cross connections or sanitary hazards, including but not limited to violations of this Article, exist. Customers may elect to have a representative accompany the City representative during the inspection, except during confidential interviews. The inspection shall be in accordance with state law.
- (b) Where a Customer has security measures in force which require proper identification and clearance before entry onto its premises, the Customer shall make necessary arrangements with its security personnel so that, upon presentation of City identification, the City representatives will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (c) City representatives may set upon the Customer's property, or require installation of, such devices as are necessary to protect the City.

24-10 Testing; Repairs; Recordkeeping.

- (a) At the Customer's expense, the Customer shall cause its backflow prevention assemblies to be tested and serviced at least once a year by a Certified Tester. If the testing reveals the assembly to be defective or in unsatisfactory operating condition, the Customer shall perform any necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition, and retest until assembly passes.
- (b) If the Department or Customer learns or discovers, during the period between tests, that an assembly is defective or in unsatisfactory operating condition, the Customer shall perform any necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition.
- (c) The annual testing shall be performed by a Certified Tester. A list of Certified Testers will be maintained by the Department and will be made available upon request to all Customers required to install or maintain a backflow prevention assembly.

- (d) The Customer shall maintain records of the results of all tests and all servicing, repairs, overhauls or replacements of the backflow prevention assembly. The records shall be on forms approved by the Department and shall include the list of materials or replacement parts used. The Customer shall submit a copy of the records to the Department within seven (7) days after completion of the activity for which the record is made.

24-11 Disconnection of Water Service; Notice.

- (a) Non-emergency disconnection. If the Department discovers that a Customer has not installed a required backflow prevention method or that a backflow prevention method has been improperly tested or maintained, bypassed or removed, or that an unprotected cross-connection exists in the Customer's water system, the water service to that Water Service Connection shall be disconnected if the situation is not remedied within twenty (20) days after the receipt of notice provided by the Department. Service shall not be restored until the conditions are remedied.
- (b) Notice of disconnection. Prior to disconnecting any water service because of a condition set forth in subsection (a) above, the Department shall provide notice to the Customer describing the condition. The notice also may contain other requirements to address the noncompliance, including additional onsite inspections and management practices designed to minimize the possibility of a cross connection to the City's potable water system. Service of the notice may be accomplished and will be deemed proper and complete by any of the methods set forth in section 1-9 of the City Code.
- (c) Fire sprinkler system connection. Water service to a fire sprinkler system shall not be subject to disconnection under this Section. If a situation that would otherwise result in discontinuance of water service in Subsection (a) above is not remedied within twenty (20) days after receipt of notice, the Customer or unauthorized user of the system shall be guilty of a class one misdemeanor, punishable as set forth in section 1-9(c) of the City Code. Each day the situation is allowed to continue thereafter shall constitute a separate violation of this section.
- (d) Emergency disconnection. The Department may disconnect, without notice, water service to any Customer when the Department discovers that the Customer's water system is contaminating the public Potable Water Supply or is threatened to interfere with the operation of the City's potable water system.

24-12 Remedies.

- (a) Civil penalty. Unless specified otherwise, any person violating any provisions of this Article shall be subject to the civil penalty scheme in section 1-9(d) of the City Code, with a civil penalty of not less than one thousand dollars (\$1,000.00) or more than twenty-five thousand dollars (\$25,000.00) per violation, per day.
- (b) Criminal penalty. It shall be unlawful and punishable as a misdemeanor as set forth in section 1-9(c) of the City Code for any person to (1) willfully or

negligently violate any provision of this Article, or order issued hereunder, or any other applicable federal, state, or local standard or requirement, (2) willfully or negligently introduce any substance into the City's potable water system that causes personal injury or property damage or (3) knowingly make any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Article, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Article.

- (c) Cost recovery assessment. When the Director finds that any person has violated, or continues to violate, any provision of this Article, or Arizona Administrative Code, Title 18 (Environmental Quality), Chapter 4 (Department of Environmental Quality Safe Drinking Water), or any other cross-connection standard or requirement under the provisions of the Safe Drinking Water Act of 1974, as amended, and the City incurs costs associated with said noncompliance, the Director may assess such person an amount not to exceed said costs. City costs may include without limitation operations and maintenance costs, including labor and overhead, equipment cost, and penalties and fines assessed on the City, plus the expense, loss, damage, cost of inspection, or cost of correction incurred by the City by reason of such noncompliance, including any expenses or reasonable attorneys' fees incurred by the City in collecting from such person any penalty, fine, loss, damage, expense, cost of inspection, or cost of correction.
- (d) Penalties for late records. A penalty in a sum not to exceed the base fine for a civil penalty as set forth in section 1-9(d) of the City Code shall be assessed on any Customer for each day that a record required by this Article, a permit or order issued hereunder is late, beginning five (5) days after the date the report or record is due. Actions taken by the Director to collect late reporting penalties shall not limit the Director's authority to initiate other enforcement actions that may include penalties for late reporting violations.
- (e) Payment of outstanding fees and penalties. The Director may refuse to restore water service to any Customer who has failed to pay any outstanding fees, fines, or penalties incurred as a result of any provision of this Article or order issued hereunder.
- (f) Public nuisances. A violation of any order issued hereunder is hereby declared a public nuisance and shall be corrected or abated as directed by the Director. Any person creating a public nuisance shall be subject to the provisions of section 15-6 of the City Code governing such nuisances, including reimbursing the City for any costs incurred in removing, abating, or remedying said nuisance.
- (g) Contractor listing. Customers that have not achieved compliance with applicable standards and requirements shall constitute grounds for termination of an existing contract with the Customer and debarment of the Customer from doing any further business with the City as set forth in the City Code.

- (h) Remedies nonexclusive. The provisions in sections 24-11 through 24-12 of this Article are not exclusive remedies. The City reserves the right to take any, all, or any combination of these actions against a noncompliant Customer or unauthorized user. However, the City reserves the right to take other action against any Customer or unauthorized user when the circumstances warrant. Further, the City is empowered to take more than one enforcement action against any noncompliant Customer or unauthorized user. These actions may be taken concurrently.

24-13 Affirmative Defenses to Violations.

- (a) Upset.
- (1) For the purpose of this section, “upset” means an exceptional incident in which there is unintentional and temporary noncompliance with this Article because of factors beyond the reasonable control of the Customer. An upset does not include noncompliance to the extent caused by operational error, lack of preventive maintenance, or careless or improper operation.
 - (2) An upset shall constitute an affirmative defense to an action brought for noncompliance with applicable cross-connection standards if the requirements of subsection (3) below are met.
 - (3) A Customer who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (A) An upset occurred and the Customer can identify the cause(s) of the upset;
 - (B) The facility was at the time being operated in a prudent and workman-like manner and in accordance with applicable operation and maintenance procedures; and
 - (C) The Customer has submitted the following information to the City within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):
 - (i) A description of the indirect connection and cause of noncompliance;
 - (ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

- (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - (4) In any enforcement proceeding, the Customer seeking to establish the occurrence of an upset shall have the burden of proof.
 - (5) A Customer shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with cross-connection standards.
 - (6) The Customer shall control connections to the extent necessary to maintain compliance with cross-connection standards upon reduction, loss, or failure of its backflow prevention method until the backflow prevention method is restored or an alternative method of protection is provided. This requirement applies in the situation where, among other things, the primary source to the potable water facility is reduced, lost, or fails.
- (b) Bypass.
- (1) For the purposes of this section, “severe property damage” means substantial physical damage to property, damage to the potable water facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the presence of a bypass.
 - (2) Bypass is prohibited unless:
 - (A) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage.
 - (B) There were no feasible alternatives to the bypass, such as the use of auxiliary equipment, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance.

24-14—24-15 Reserved.

ORDINANCE NO. 1572-315

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE I, IN GENERAL AND ADOPTING BY REFERENCE THE “CITY OF AVONDALE BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL CODE, AMENDED AND RESTATED APRIL 15, 2015”; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. That certain document known as the “City of Avondale Backflow Prevention and Cross Connection Control Code, Amended and Restated April 15, 2015” (the “Restated Backflow Code”), three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 3241-315 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article I (In General), is hereby deleted in its entirety and replaced by the Restated Backflow Code, which shall be inserted into the Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), as a new Article I (In General).

SECTION 3. Unless specified otherwise in the Restated Backflow Code, any person violating any provisions of this Restated Backflow Code shall be subject to the civil penalty scheme in section 1-9(d) of the City Code, with a civil penalty of not less than one thousand dollars (\$1,000.00) or more than twenty-five thousand dollars (\$25,000.00) per violation, per day.

SECTION 4. A person may be held criminally liable, punishable as a misdemeanor as set forth in section 1-9(c) of the City Code if a person:

- A. Willfully or negligently violates any provision of the Restated Backflow Code, or order issued pursuant to the Restated Backflow Code, or any other applicable federal, state, or local standard or requirement;
- B. Willfully or negligently introduces any substance into the City’s potable water system that causes personal injury or property damage; or

- C. Knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to the Restated Backflow Code, or order issued pursuant to the Restated Backflow Code, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under the Restated Backflow Code.

SECTION 5. A penalty in a sum not to exceed the base fine for a civil penalty as set forth in section 1-9(d) of the City Code shall be assessed on any Customer (as defined in the Restated Backflow Code) for each day that a record required by the Restated Backflow Code, a permit or order issued pursuant to the Restated Backflow Code is late, beginning five days after the date the report or record is due. Actions taken by the Director to collect late reporting penalties shall not limit the Director's authority to initiate other enforcement actions that may include penalties for late reporting violations.

SECTION 6. This Ordinance shall become effective at 12:01 a.m. on April 15, 2015, if the effectiveness of this Ordinance is prohibited by Arizona law at such time, then this Ordinance shall become effective at the earliest such later time as authorized by Arizona law.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Restated Backflow Code adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. 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, March 16, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

ORDINANCE NO. 1573-315

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE III, SEWERS AND SEWAGE DISPOSAL, DIVISION 3, PRETREATMENT, RELATING TO INSPECTIONS AND SUPPLEMENTAL ENFORCEMENT ACTIONS

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

SECTION 1. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article III (Sewers and Sewage Disposal), Division 3 (Pretreatment), Section 24-108 (Inspection and Compliance Monitoring) is hereby amended as follows:

(a) Right of entry; access; unreasonable delay.

(1) UPON PROVIDING THE NOTICE, IDENTIFICATION AND DISCLOSURES AS REQUIRED BY STATE LAW TO BE PROVIDED ON OR BEFORE THE INITIATION OF THE INSPECTION (UNLESS A DIFFERENT TIME FRAME IS ESTABLISHED BY ARIZ. REV. STAT. § 9-833, AS AMENDED), the director shall have the right to enter the facilities of any user to ascertain whether the provisions of these rules, and any discharge permit or order issued hereunder, are being met and whether the user is complying with all requirements thereof. Users shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties. USERS MAY ELECT TO HAVE A REPRESENTATIVE ACCOMPANY THE CITY REPRESENTATIVE DURING THE INSPECTION, EXCEPT DURING CONFIDENTIAL INTERVIEWS. THE INSPECTION SHALL BE IN ACCORDANCE WITH STATE LAW.

...

SECTION 2. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article III (Sewers and Sewage Disposal), Division 3 (Pretreatment), Section 24-113 (Supplemental Enforcement Action) is hereby amended as follows:

(a) Penalties for late reports. A penalty in a sum not to exceed THE BASE FINE FOR A CIVIL PENALTY AS SET FORTH IN SECTION 1-9(D) OF THE CITY CODE

~~a value determined by the director to be necessary to achieve consistent compliance shall be assessed to any user for each day that a report required by this article, a permit or order issued hereunder is late, beginning five days after the date the report is due. Higher penalties may also be assessed where reports are more than thirty (30) days late. Actions taken by the director to collect late reporting penalties shall not limit the director's authority to initiate other enforcement actions that may include penalties for late reporting violations.~~

• • •

(g) Contractor listing. Users which have not achieved compliance with applicable pretreatment standards and requirements SHALL CONSTITUTE GROUNDS FOR TERMINATION OF AN EXISTING CONTRACT WITH THE USER AND DEBARMENT OF THE USER FROM DOING ANY FURTHER BUSINESS WITH THE CITY AS SET FORTH IN THE CITY CODE. ~~are not eligible to receive a contractual award for the sale of goods or services to the city. Existing contracts for the sale of goods or services to the city held by a user found to be in significant noncompliance with pretreatment standards or requirements may be terminated at the discretion of the director.~~

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 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, March 16, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3242-315 Amendment to Intergovernmental Agreement with ADOT relating to the Construction of the Central Avenue Multi-Use Path

MEETING DATE:

3/16/2015

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

Staff is requesting that the City Council adopt a resolution authorizing Amendment No. One to the Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the administration of the construction of the Central Avenue Multi-Use Path project in the City's estimated cost share amount of \$1,974,000, authorize the transfer of \$1,625,000 from identified CIP Street Fund Line Items to CIP Street Fund Line Item 304-1178-00-8420, authorize the transfer of \$350,000 from CIP Water Fund Line Item 514-1057-00-8520 to CIP Water Fund Line Item 514-1282-00-8520, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale applied for Federal Congestion Mitigation and Air Quality (CMAQ) funding through the Maricopa Association of Governments (MAG) for the Central Avenue Multi-Use Path project. MAG has programmed this Project for construction in FY2015. The Project's original estimated construction cost was \$1,392,047. The federal contribution was estimated to be \$1,077,405 and the City's cost share was estimated to be \$324,642. On August 5, 2013, Council approved the IGA with ADOT for the administration of the design and scoping of the Central Avenue Multi-Use Path project.

Upon project completion, the project will create opportunities for alternative modes of transportation, through the reduction of vehicular travel lanes, and multi-use pathways to provide bike pathways, landscaping, lighting, and increased sidewalk widths along Central Avenue from Western Ave to Van Buren Street.

The final roadway section will include landscaped buffer islands, one travel lane in each direction and a center two-way left lane. The goal is to help improve the functionality of this corridor for all modes of transportation including pedestrians and bicyclists and connect the residential communities to school sites and commercial sites. The construction will be administered by ADOT.

DISCUSSION:

Through the design process staff evaluated several construction options for this project. The design is 95% complete with an engineer's estimate of \$3,251,100. This is above the original estimate and requires an amendment to the original IGA.

The City of Avondale also installed water improvements along Central Avenue prior to the start of street construction. These improvements are complete, but the fire hydrants and meter vaults could not be installed. These improvements will eventually be located within the current travel lanes and have to be installed after the new splitter islands are installed. The most effective and cost efficient method is having the roadway contractor install these improvements. The current estimate for this work is \$350,000.

During the MAG closeout process, the City applied for additional funding for construction and received an additional \$200,000 in funding.

SZ043 01C (Construction):

Federal-aid funds @ 94.3 %	\$ 1,277,405.00
City's contribution @ 5.7%	\$ 77,313.00
Additional City's contribution @ 100%	\$ 1,546,482.00
City's contribution Utility Purchase and Installation	<u>\$ 350,000.00</u>
	\$ 3,251,100.00

Summary:

Total Estimated City Funds	\$ 1,973,695.00
Total Federal Funds	<u>\$ 1,277,405.00</u>
TOTAL Project Construction Costs	\$ 3,251,100.00

Amendment No. 1 to the IGA identifies and defines the State's and the City's respective responsibilities for the construction of the Project. Amendment No. 1 to the IGA proposes the following terms of agreement:

ADOT will be responsible for services required for the construction bidding and construction of the Project, review and approve documents required by FHWA, submit all documentation required to FHWA with the recommendation that funding be approved for the Project, and request the maximum programmed federal funds for the construction of this Project. Upon authorization, by FHWA and the State, enter into contract(s) with the contractor(s) for the construction of the Project.

BUDGET IMPACT:

Funding in the amount of \$1,625,000 for the streets portion of this project is available in the following CIP Street Fund Line Items, in the listed amounts, and is proposed to be transferred to CIP Street Fund Line Item 304-1178-00-8420, Central Ave – Western to Van Buren:

<u>CIP Street Fund Line Item, Project</u>	<u>Amount</u>
304-1007-00-8420, Street Drainage Issues	\$100,000
304-1220-00-8420, Pedestrian Ramp/Sidewalks	\$100,000
304-1287-00-8420, McDowell - Bridge to Avondale Blvd	\$300,000
304-1306-00-8420, Thomas Rd - 103rd Ave to 99th Ave	\$750,000
304-1330-00-8420, 107th Ave - Roosevelt to Van Buren	\$375,000
Total	\$1,625,000

Funding in the amount of \$350,000 for the water portion of this project is available in CIP Water Fund Line Item, 514-1057-00-8520, Garden Lakes Improvements and is proposed to be transferred to CIP Water Fund Line Item 514-1282-00-8520, Central and Western Avenue Waterlines.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing Amendment No. One to the Intergovernmental Agreement with the Arizona Department of Transportation for the administration of the construction of the Central Avenue Multi-Use Path project in the City's estimated cost share amount of \$1,974,000, authorize the transfer of \$1,625,000 from identified CIP Street Fund Line Items to CIP Street Fund Line Item 304-1178-00-8420, authorize the transfer of \$350,000 from CIP Water Fund Line Item 514-1057-00-8520 to CIP Water Fund Line Item 514-1282-00-8520, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3242-315](#)

RESOLUTION NO. 3242-315

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE DESIGN AND CONSTRUCTION OF THE CENTRAL AVENUE MULTI-USE PATH.

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

SECTION 1. Amendment No. One to the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the administration of the design and construction of a multi-use path along Central Avenue from Van Buren Street south to Western Avenue (the "Amendment") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, March 16, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3242-315

[Amendment]

See following pages.

ADOT File No.: IGA/ JPA 13-0001728-I
Amendment No. One: 14-0004988-I
AG Contract No.:P001 20130001997
Project: Multi-Use Path
Section:Central Avenue from Van Buren
Street to Western Avenue
Federal-aid No.: AVN 0(214)T
ADOT Project No.: SZ043 01D/01C
TIP/STIP No.: MAG TIP AVN 14-107
**CFDA No.: 20 .205 – Highway Planning and
Construction**
Budget Source Item No.: NA

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), entered into this date _____, 2015, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its CITY COUNCIL (the “City”). The City and State are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 13-0001728-I, A.G. Contract No. P00120130001997, was executed on August 22, 2013, (the “Original Agreement”);

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One is to increase the total Project construction cost estimate. The City's total estimated participation of 1,973,695.00, will include \$350,000.00 for Utility Purchase and Installation by an ADOT contractor and \$1,623,695.00 for general construction. Attachment supply lines must be in place and installed by the City. The revised total Project construction amount of \$ 3,251,100.00, includes federal participation of \$1,277,405.00. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

Section I. Paragraph 7. is revised, as follows:

7. The federal funds will be used for construction of the Project. The estimated Project construction costs are revised, as follows:

SZ043 01C (construction):

Federal-aid funds @ 94.30%	\$ 1,277,405.00
City's contribution @ 5.7%	\$ 77,213.00
City's contribution @100%	\$ 1,546,482.00
City's contribution Utility Purchase and Installation @ 100%	\$ 350,000.00
	\$ 3,251,100.00

Summary:

Total Estimated City Funds	\$ 1,973,695.00
Total Federal Funds	\$ 1,277,405.00
TOTAL Project Construction Costs**	\$ 3,251,100.00

** (Includes 15% CE and 5% Project contingencies)

Section II. 1. Paragraph e., is revised as follows:

1. The State will:

e. Upon completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, currently estimated at \$1,973,695.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

Section II. 2. Paragraph e., is revised as follows:

2. The City will:

e. Upon completion of design, and within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay the State, the City's Project construction costs, currently estimated at \$1,973,695.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 16. is added, as follows:

16. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of

Transportation, Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State’s Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party’s legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA
Department of Transportation

By _____
KENNETH WEISE
Mayor

By _____
STEVE BOSCHEN, P.E.
ITD Division Director

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City of Avondale, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2015.

Andrew McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing Conditional Use Permit for
Brighter Angels Learning Center Expansion
(Application PL-14-0209)

MEETING DATE:

3/16/2015

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, City Manager (623) 333-1014

REQUEST:

Approval of a Conditional Use Permit (CUP) to allow for expansion of the Brighter Angels Learning Center, a child care facility located within the Sanctuary Shopping Center, northwest corner of Lower Buckeye Road and 107th Avenue.

PARCEL SIZE:

Sanctuary Shopping Center sits on approximately 7 acres; the parcel upon which the child care facility is located is approximately 2.5 acres.

LOCATION:

Northwest corner of 107th Avenue and Lower Buckeye Road (Exhibits A, B, and C)

APPLICANT:

Mr. Scott Belford, Synectic Design (480) 948-9766

OWNER:

Mr. Jon James, Sanctuary Partners (480) 609-1100

BACKGROUND:

The subject property is located within the Sanctuary Retail Shopping Center, which was annexed and rezoned to Planned Area Development (PAD) in 1999. The PAD allows for both residential and commercial development. The area designated for commercial development is approximately seven acres in size and is located at the northwest corner of 107th Avenue and Lower Buckeye Road. A Site Plan for the Sanctuary Shopping Center, a 35,345 square foot neighborhood oriented shopping center, was approved by City Council on May 16, 2005

Child care facilities are permitted within the commercial portions of the PAD subject to City Council approval of a Conditional Use Permit (CUP). A CUP for Brighter Angels Learning Center, a 3,090 square foot child care center with 3,758 square feet of outdoor play area, was approved by City Council on October 17, 2005.

Any expansion of a Conditional Use requires City Council approval of a new Conditional Use

Permit. A CUP to allow a 1,257 square foot expansion of the Brighter Angels facility was approved by the City Council on July 21, 2008 (Exhibit F). With the 2008 approval, Brighter Angels Learning Center expanded its total indoor floor area to 4,347 square feet. The outdoor play area was unchanged, remaining at 3,758 square feet.

SUMMARY OF REQUEST:

The applicant is requesting Conditional Use Permit approval to expand both the indoor classroom area and the outdoor playground area of the existing Brighter Angels Learning Center child care facility (Exhibit E). Specifically, the proposal includes a 1,082 square foot expansion of the facility's indoor floor area (from 4,347 square feet to 5,429 square feet) and a 1,077 square foot expansion of the facility's fenced outdoor playground (from 3,758 square feet to 4,835 square feet). The proposed expansion will allow the facility to accommodate up to 125 children, an increase of 32 children from the facility's current capacity of 93.

The indoor expansion is to occur in the suite abutting the existing facility's north demising wall (Exhibit G). To accommodate the proposed expansion, a nail salon currently operating in the suite Brighter Angels seeks to expand into will relocate to a vacant suite elsewhere within the Sanctuary development. The playground expansion will occur north of the existing play area, in the rear of the building, on what is currently the fire lane and service drive for the shopping center (Exhibit H). As part of the proposal, the fire lane will be rerouted north, eliminating six parking spaces but having little to no impact on landscaping, retention, or overall site functionality. Because the center was built with 22 parking spaces above the City's minimum requirements, elimination of the six spaces will not result in any shortages.

The owner will operate the facility between 6:00 A.M. and 6:00 P.M. and site access and other operating characteristics will remain consistent with how the facility has conducted business since the 2008 approval.

PARTICIPATION:

The applicant conducted a neighborhood meeting at the Brighter Angels Learning Center to offer interested parties an opportunity to discuss the proposal on Monday, January 12, at 6:00 P.M. The meeting was advertised in the December 23, 2014 edition of the West Valley View. A notification sign was erected on the subject property on December 23, 2014. Additionally, 154 property owners within 500 feet of the subject property were notified of the meeting by letters sent by the applicant on December 18, 2014. No members of the public attended the neighborhood meeting.

Letters notifying nearby property owners of the February 19, 2015 Planning Commission meeting were mailed on January 19, 2015. The sign was updated to include the date, time, and location of the Planning Commission meeting on January 20, 2015. Additionally, a notice of the Planning Commission hearing was published in the West Valley View on February 3, 2015. No members of the public spoke on the proposed rezoning at the Planning Commission meeting.

Letters notifying nearby property owners of this March 16, 2015 City Council meeting were mailed on February 23, 2015. The sign was updated to include the date, time, and location of the City Council meeting on February 26, 2015. Additionally, a notice of the City Council hearing was published in the West Valley View on February 27, 2015. No comments on this proposal have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on February 19th (Exhibit I), and voted 5-0 (Vice Chair Smith and Commissioner Long absent) to recommend approval of this request, subject to the following 3 staff-recommended conditions of approval:

1. Except as modified by these conditions, the use of the site shall conform to the 2008 Conditional Use Permit approval for this use. The physical expansion of the use shall conform to the expansion request narrative, conceptual Site Plan, and conceptual Landscape Plan, date stamped December 11, 2014.
2. In accordance with Section 109 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the expanded use has not commenced.
3. Use of the outdoor playground area may not occur prior to 8:00 A.M or after 8:00 P.M.

Commissioner Kugler asked what triggers the Conditional Use Permit requirement when businesses are expanding. Staff explained that any physical expansion of a use that requires a Conditional Use Permit, such as a child care facility, requires a new Conditional Use Permit be processed. Commission had no further questions or comments on the request.

ANALYSIS:

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

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

The subject property is designated as Medium Density Residential on the Land Use Map of the General Plan, which encourages single-family residential at a density between 2.5 and 4 dwelling units per acre. While the proposed and existing use of the site is not residential in nature, the previously-approved PAD zoning allocated this portion of the property for Neighborhood Commercial (C-1) uses to support the adjacent residential development. The proposed use is permitted by the PAD zoning subject to a Conditional Use Permit.

The proposed expansion will not adversely affect the character of the existing retail shopping center or the character of the surrounding area. The existing childcare facility is not out of character with the surrounding commercial and residential development; it provides a service to meet the needs of the surrounding residential community, and the proposed expansion is the result of a direct need by the adjacent residential community.

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

The commercial uses within the Sanctuary Shopping Center include the existing Brighter Angels Learning Center, hair and nail salons, a pizza delivery restaurant, a drive-through restaurant, and a small grocery store. Brighter Angels has coexisted with these same tenants for several years with no known issues. The proposed expansion will not significantly alter the mix of uses within the shopping center and, as such, no compatibility issues are anticipated.

The Sanctuary retail center was built in conformance with Zoning Ordinance requirements with respect to setbacks, parking, building height, and landscaping. As a result, there is no concern that the indoor portions of the business will negatively impact adjacent homeowners.

The northern edge off the expanded outdoor play area will be, at its nearest point, approximately 35 feet from the closest residential property line and approximately 55 feet from the nearest residence. For reference, the existing playground is approximately 55 feet from the nearest property line and

75 feet from the nearest residence. It is likely that the shopping center's existing, mature landscaping and 6' wall will mitigate most, if not all, noise generated by the expanded playground use. However, to ensure that noise does not have a detrimental impact on surrounding lots, staff and the applicant have agreed to a stipulation prohibiting use of the outdoor playground area prior to 8:00 A.M or after 8:00 P.M.

With recommended conditions of approval, the proposed expansion will be compatible with the surrounding land uses.

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

Vehicular access to the site is provided from both 107th Avenue and Lower Buckeye Road. Additionally, pedestrian access is provided from Lower Buckeye Road by means of an alternative surface pathway (concrete pavers), that provides safe movement through the parking field to the shops. This same path is also utilized by patrons exiting their vehicles in the parking field. The additional traffic expected to be generated by this proposed expansion is within the range that the Sanctuary center has been designed for.

Child care centers require a minimum of four parking spaces, plus one space for every ten children that the center is licensed to accommodate. Taking into account the proposed child care facility expansion, Brighter Angels will require 17 parking spaces to meet minimum City requirements, with the overall center needing 161 spaces. After reconfiguration of the fire lane to allow for expansion of the playground area, the site will provide 177 spaces. The proposed expansion is well within the City's parking requirements.

The retail center meets all of the requirements of the Zoning Ordinance with respect to setbacks, parking, building height, screening, and landscaping.

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

Primary access to the site is available from Lower Buckeye Road, which has two ingress/egress points. An additional ingress/egress point is also provided on 107th Avenue. The adjacent arterial streets are designed to accommodate the traffic generated by the proposed childcare center expansion as well as the other commercial uses of the center.

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

Three conditions of approval are included in staff's recommendation to ensure all potential adverse effects are mitigated.

Conclusion:

Based on the information provided by the applicant, receiving no concerns from the public and the analysis done by staff, staff recommends approval of the requested Conditional Use Permit to allow for expansion of the Brighter Angels Learning Center child care facility, subject to three conditions of approval.

FINDINGS:

The project meets the five required findings for a Conditional Use Permit, as stated in Zoning Ordinance Section 109.B.

RECOMMENDATION:

The City Council should conduct a public hearing and **APPROVE** Application PL-14-0209, a request for a Conditional Use Permit allowing expansion of the Brighter Angels Learning Center child care facility, subject to three conditions of approval:

1. Except as modified by these conditions, the use of the site shall conform to the 2008 Conditional Use Permit approval for this use. The physical expansion of the use shall conform to the expansion request narrative, conceptual Site Plan, and conceptual Landscape Plan, date stamped December 11, 2014.
2. In accordance with Section 109 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the expanded use has not commenced.
3. Use of the outdoor playground area may not occur prior to 8:00 A.M or after 8:00 P.M.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** Application PL-14-0209, a request for a Conditional Use Permit allowing expansion of the Brighter Angels Learning Center child care facility, subject to three conditions of approval.

ATTACHMENTS:

Description

[Exhibit A - General Plan 2030 Land Use Map](#)

[Exhibit B - Zoning Vicinity Map](#)

[Exhibit C - Aerial Photograph](#)

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

[Exhibit E - Applicant's Request and Approved 2008 CUP Narrative](#)

[Exhibit F - Brighter Angels 2008 CUP Approval](#)

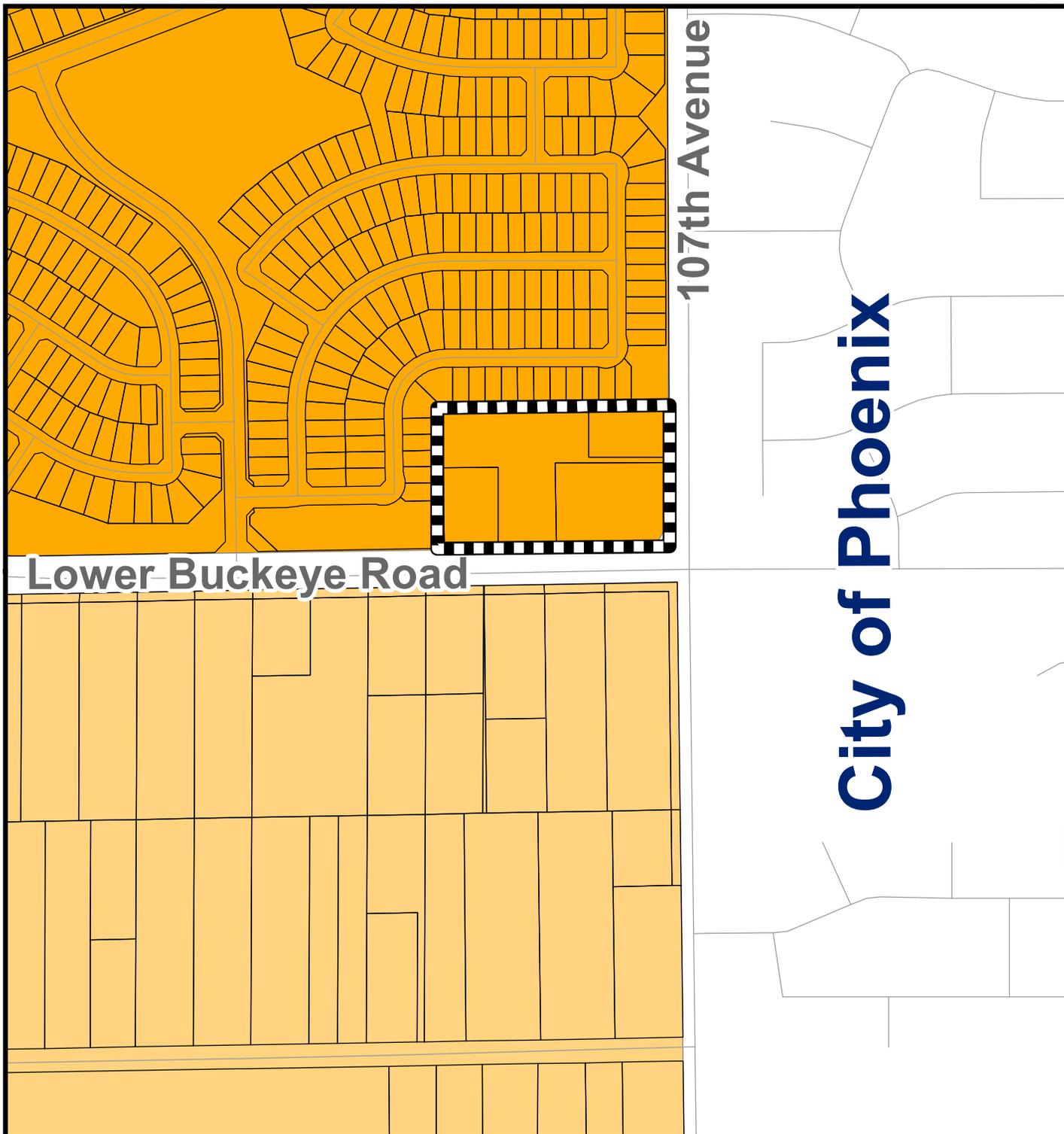
[Exhibit G - Proposed Site Plan](#)

[Exhibit H - Proposed Landscape Plan](#)

[Exhibit I - Excerpt of Draft Planning Commission Minutes, Meeting of February 19, 2015](#)

PROJECT MANAGER

Ken Galica, Senior Planner (623) 333-4019

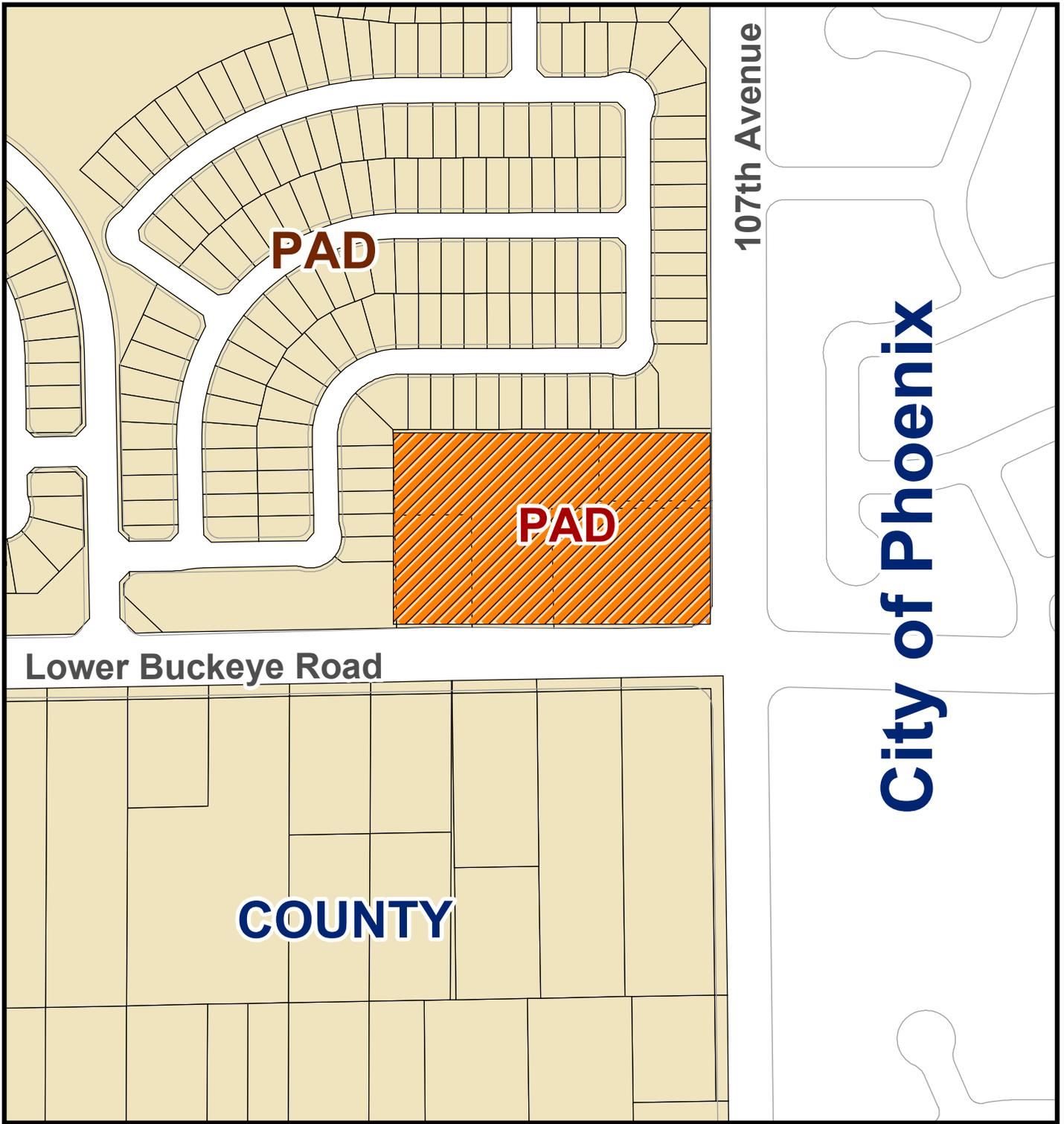


General Plan Land Use Map

 Subject Property



-  Medium Density Residential
-  Estate/Low Density Residential



Zoning Vicinity Map



Subject Property





Aerial Photograph



 Subject Property



SUMMARY OF RELATED FACTS

APPLICATION PL-14-0209

<i>THE PROPERTY</i>	
PARCEL SIZE	Shopping Center total area is approximately 7 acres; the parcel which holds Brighter Angels is approximately 2.5 acres.
LOCATION	Northwest corner of Lower Buckeye Road and 107 th Avenue
PHYSICAL CHARACTERISTICS	The site is relatively flat.
EXISTING LAND USE	Developed with a retail shops building. An existing nail salon will be relocated to a vacant suite in the shopping center to accommodate the proposed daycare facility expansion.
EXISTING ZONING	Planned Area Development (PAD), allowing for C-2 uses on the approximately 5.6 acres at the northwest corner of Lower Buckeye Road and 107 th Avenue
ZONING HISTORY	The parcels were rezoned from Agricultural (AG) to Planned Area Development (PAD) on August 30, 1999.
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Single-Family Residential, zoned PAD (The Sanctuary)
EAST	Single-Family Residential, zoned R1-6 (Estrella Park) City of Phoenix
SOUTH	Single-Family Residential, zoned Rural-43 unincorporated Maricopa County
WEST	Single-Family Residential, zoned PAD (The Sanctuary)
<i>GENERAL PLAN</i>	
The subject property is designated as Medium Density Residential on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District La Jolla Community High School District
ELEMENTARY SCHOOL	Quentin Elementary (K-6)
JUNIOR HIGH SCHOOL	Underdown Junior High (7-8)
HIGH SCHOOL	La Joya Community High School (9-12)

<i>STREETS</i>	
Lower Buckeye Road	
Classification	Arterial
Existing half street ROW	65-73 feet (varies)
Standard half street ROW	65 feet
Existing half street improvements	1.5 paved travel lanes in each direction, curb, gutter, and partial sidewalk on north side.
Standard half street improvements	3.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping.
107th Avenue	
Classification	Arterial
Existing half street ROW	55 feet
Standard half street ROW	55 feet
Existing half street improvements	2.5 paved travel lanes in each direction, curb, gutter, and partial sidewalk.
Standard half street improvements	2.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping.

<i>UTILITIES</i>
<p>A 12" waterline runs along the west side of 107th Avenue and a 12" waterline runs along the north side of Lower Buckeye Road.</p> <p>There is an existing 10" sewer line in Lower Buckeye Road that extends west from the subject site.</p>

Synectic Design, Inc.

1111 W University Drive Suite 104
Tempe, Arizona 85281
P. (480) 948-9766
F. (480) 948-9211

Exhibit E



11/04/2014

City of Avondale
Development Services Department
11465 West Civil Center Drive, Suite 110
Avondale, AZ 85323

RE: Narrative for Conditional Use Permit and Minor Site Plan Amendment for Brighter Angels
NWC Lower Buckeye Road and 107th Avenue

To Whom It May Concern:

The intend of this narrative is to give a description of the minor site plan amendment and conditional use permit revision for the above mentioned project. We have included the original narrative from 2008 as the use for the space will not be changing. Due to the increased population of the surrounding areas Brighter Angels is looking to expand into the adjacent tenant space to increase the amount of children it currently serves from 93 children to 125 children, an increase of 32 occupants.

Due to the increase in children this facility will serve, additional outdoor play area will need to be constructed. Our minor site plan amendment allows us to accomplish this requirement by rerouting the rear fire lane slightly to accommodate an expansion to the existing playground in the amount of 1077 s.f. The existing indoor space is also being increased by an amount of 1,082 s.f. of activity space with additional restroom. Currently the existing facility is 3,001 s.f. and with the addition space will be 4,083 s.f.

On July 21, 2008 the City Council approved case CU-08-3 and included four stipulations that are included in this application. We have included this approval for reference. CU-08-3 had an error in the hours of operation. Original approval stated hours of operation are from 5:00am to 1:00am. Actual hours of operation for this facility are from 6:00am to 6:00pm. This facility is only open during typical business hours and does not have after hour care.



May 20, 2008

City of Avondale
Development Services Department
11465 West Civic Center Drive, Suite 110
Avondale, AZ 85323

Re: Narrative for Conditional Use Permit for Brighter Angels Expansion
(Application #CU-08-3)
NWC Lower Buckeye Road and 107th Avenue

To Whom It May Concern:

The intent of the development located at the northwest corner of 107th Avenue and Lower Buckeye Road is to provide a neighborhood center to serve the needs of the surrounding residential development. Brighter Angels Learning Center currently serves approximately 90 children ages 1 through 12 years old, and occupies a 3,090-square foot suite with an adjacent outdoor playground of 3,758 square feet, within the larger neighborhood commercial center. To fulfill the needs of the surrounding community, Brighter Angels is requesting a conditional use permit to expand the existing approved childcare service to an adjacent 1,257-square foot suite to accommodate approximately 32 infants ages 6 weeks to 1 year old with the addition of two infant rooms.

The childcare use proposed for this site is consistent with the land use designation set forth in the General Plan. The site is currently designated as Medium Density Residential by the Avondale General Plan, and while the proposed and existing use of the site is not residential in nature, the Planned Area Development (PAD) zoning for the development designates this site as a commercial use. The proposed use will further the City's general guidelines and objectives for the development of the area by supporting the Economic Element of the General Plan through the development of neighborhood commercial services areas that meet the community's needs, provide employment, and are compatible with the adjacent residential uses. The proposed

expansion will increase the services of the existing childcare facility which compliments and promotes the growth and maintenance of the adjacent residential neighborhoods by providing a service that is necessary, proximate, and convenient to the adjacent residential community, and as such is compatible with the adjacent residential uses.

The existing retail center is zoned Planned Area Development (PAD) which allows the childcare use subject to a conditional use permit. The proposed expansion of the existing childcare center will maintain the character of the existing center and will continue to be compatible with the neighboring residential and commercial uses. As it is a part of an existing approved development, the retail center meets all of the requirements of the Zoning Ordinance with respect to setbacks, parking, building height, and landscaping. The approved development was designed with appropriate setback, landscape, and perimeter wall buffers to minimize any impact to the residential neighborhoods to the north, west and east of the project location.

Ingress and egress to the site is provided by Lower Buckeye Road which has two ingress/egress points, one of which is shared with CVS. An additional ingress/egress point is also provided on 107th Avenue which is also shared with CVS. On site vehicular circulation was designed to insure ease of access for both patrons of the center as well as delivery and emergency vehicles. The site plan has been designed to allow for a continuous path for both delivery trucks and emergency vehicles with radii designed to accommodate them. Pedestrian access is linked to Lower Buckeye Road by means of an alternative surface pathway (concrete pavers), that provides safe movement through the parking field to the shops. This same path is also utilized by patrons exiting their vehicles in the parking field. It is not anticipated that approval of this conditional use permit for expansion of the childcare facility will have a negative impact on the volume or character of traffic. Off street parking and loading has been designed to reduce congestion for both patrons and deliveries to the center. As illustrated by the parking calculation on the site plan, the center provides more parking than is required; therefore, there is no increase in parking for this proposed expansion as it does fit into the parking scheme for this development. The development with the proposed expansion requires 161 parking spaces, and the center currently provides 183 parking spaces. The proposed expansion is well within the limits of this project and will require no increase in parking.

Impacts to public services should be minimal with the types of uses that will be occurring within the center; no unusual loads will be placed on any utilities, schools or recreation as a result of this proposed expansion. Outdoor activities that will be occurring on the site include a small outdoor eating area located on the east side of the main retail building and a fenced outdoor play area that serves the existing childcare facility at the west end of the main retail building. There will be no effect on the current landscape with the proposed expansion. Existing screening is provided as a barrier between the playground and the residential neighborhood. The proposed expansion should have no negative impact on the surrounding neighborhood as the space will be utilized for infant care and therefore all activity will be indoors.

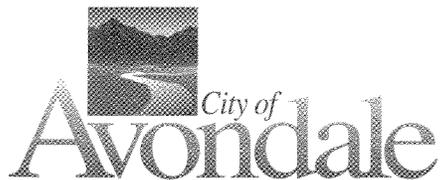
The center will maintain hours of operation consistent with other developments of this type. The hours of operation will be from 5:00 am to 1:00 am Monday through

Saturday. We will have two shifts and the later shift will end by 12:00 am which will give parents that finish their shift at 11:00 pm enough time to travel to the center by 12:00 am to pick up their children; however, we are asking to be open until 1:00 am based on a potential future need to avoid having to come back to the City to revise our conditional use permit. None of the children will utilize the playground area after 8:00 pm to minimize any noise to the adjacent neighborhood. The need for extended hours has come from members of the surrounding community that utilize the existing childcare facility, of which many have jobs that are shifts ending at that time.

Exterior lighting will be minimized at the edge of the property per City of Avondale guidelines and ordinances as illustrated by the photometric study that was provided with the vanilla shell improvement submittal. The proposed center should cause no adverse noise, smoke, odor, dust, vibration, or illumination conditions for the adjacent properties over and above what currently exists for this site.

Sincerely,

Marithe D Sandoval



July 22, 2008

Ruben Sandoval
10740 W. Lower Buckeye Road, # 101
Avondale, Arizona 85323

**RE: Brighter Angels CU-08-3
City Council APPROVAL**

Mr. Sandoval:

On July 21, 2008 the City Council approved case CU-08-3, a request for a Conditional Use Permit for an expansion of a Child Care Center, with the following four stipulations:

1. The use of the site shall conform to the project narrative dated May 20, 2008.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.
3. An amended landscape plan shall be provided which includes the four additional 24" box trees stipulated in the Conditional Use Permit approval for the existing Brighter Angels Learning Center.
4. Hours of operation shall be limited to Monday through Saturday from 5:00 am to 12:00 am to be consistent with other tenants within the shopping center. The development of the site shall conform to the project narrative, preliminary site plan and preliminary landscape plan submitted with this application Planning stamp dated June 29, 2007.

The next step is to submit construction documents to the Development Services Center. DSC is a one-stop shop and is responsible for construction plan routing. The Development Services Center can be reached at (623) 333-4004 should you have any questions about the plan submittal requirements. Upon submittal of your construction documents please provide the Development Services Center with a copy of this approval letter.

The Building Services Division is currently working under the following codes: 2006 IBC, IRC, IPC, IFGC, IMC, IECC, 2005 NEC, 2003 ICC/ANSI, and the 1998 ADA

Development Services

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

Accessibility Guidelines with City of Avondale Amendments. Fire Operations is currently working under 2003 IFC.

If you have any questions you may reach me via email at emorgan@avondale.org or telephone at (623) 333-4017.

With regards,

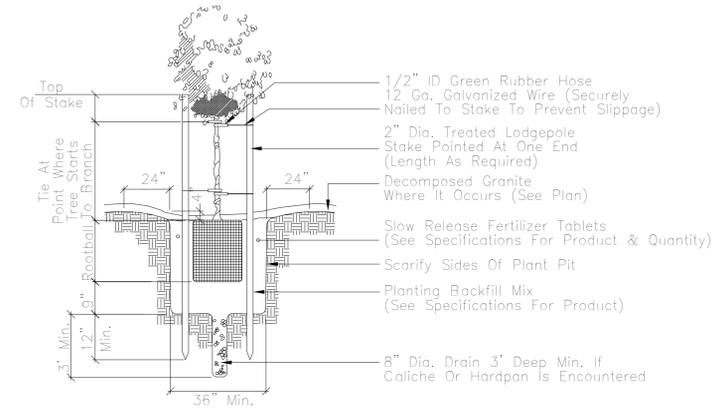
A handwritten signature in black ink, appearing to read "Eric Morgan", with a long horizontal flourish extending to the right.

Eric Morgan
Planner II

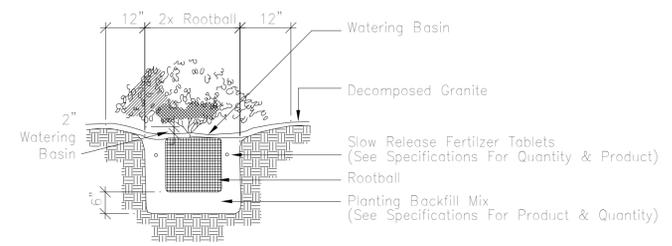
Enclosures Stamped Approved Site Plan, Floor Plan and Project Narrative

CC: Engineering Division
Building Division
James Cameron, Development Service Center Supervisor

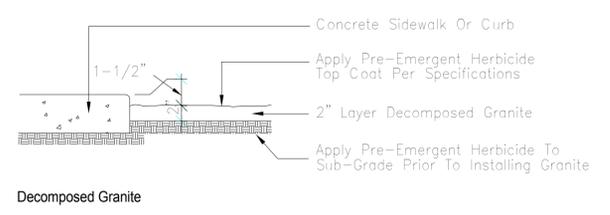
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2 15 Gal Tree Staking
12" = 1'-0"

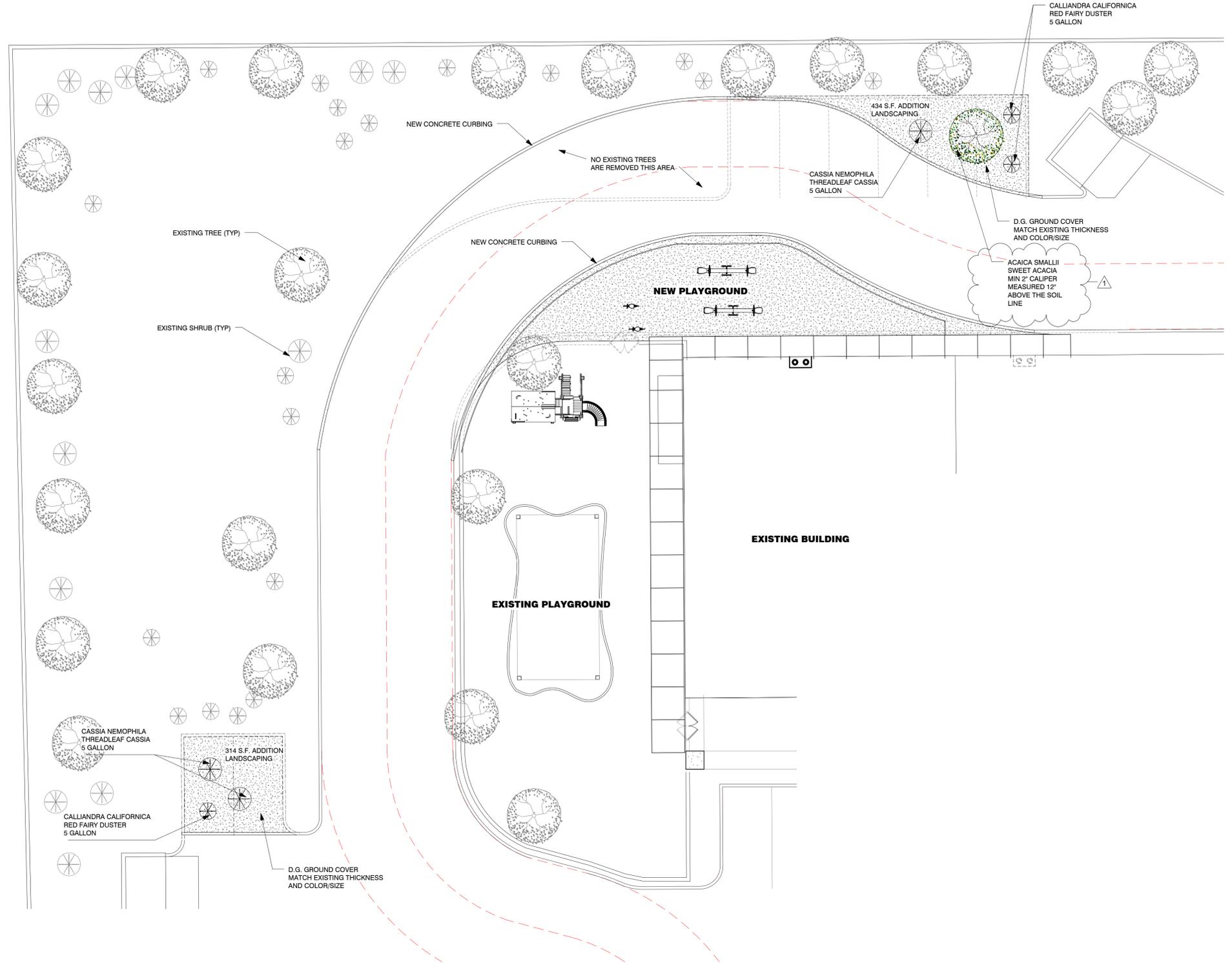


3 1-5 Gal Shrub
12" = 1'-0"



4 D.G. Edge
12" = 1'-0"

NOTE: Prior To Installing Granite All Finish Sub-Grades Shall Be Approved By Landscape Architect.

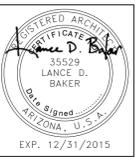


1 Planting Plan
1" = 10'-0"



**BRIGHTER ANGELS LEARNING CENTER
OUTDOOR PLAYGROUND EXPANSION**

10740 WEST LOWER BUCKEYE ROAD, AVONDALE AZ



REVISIONS	
1	12-09-2014 City Revisions

Phase: CDS
Drawn By: SCB
Reviewed By: LDB
SDI Project No: 3315
Date: 09/18/2014

Excerpt of the Minutes of the regular Planning Commission meeting held February 19, 2015 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Sean Scibienski, Chair
Kevin Kugler, Commissioner
Grace Carrillo, Commissioner
Olivia Pineda, Commissioner
Gloria Solorio, Commissioner

COMMISSIONERS ABSENT

Gary Smith, Vice Chair (Excused)
Michael Long, Commissioner (Excused)

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Chris Schmaltz, Legal Counsel
Ken Galica, Senior Planner
Linda Herring, Development Services Representative

APPLICATION NO. PL-14-0209: Brighter Angels Learning Center CUP

This is a public hearing before the Planning Commission to review and solicit public input on application PL-14-0209, a request by Mr. Scott Belford, Synectic Design, for approval of a Conditional Use Permit to allow for expansion of the Brighter Angels Learning Center. The Avondale Zoning Ordinance requires approval of a Conditional Use Permit for any proposed expansion of a child care facility. If approved, the proposal will increase the indoor portion of the facility by approximately 1,100 square feet and expand the outdoor playground by 1,077 square feet. Brighter Angels Learning Center is located at 10740 West Lower Buckeye Road, Suite 101, within the Sanctuary Shopping Center. Staff Contact: Ken Galica

Ken Galica, Senior Planner, said the request is for a Conditional Use Permit to allow for expansion of the Brighter Angels Learning Center located at 10740 West Lower Buckeye Road, Suite 101, within the Sanctuary Shopping Center. The property is zoned PAD. To the south are residential properties in the County, to the north and west are residential properties in the Sanctuary subdivision and to the east is residential property in the City of Phoenix.

Mr. Galica stated that the 7 acre property was annexed and rezoned in 1999 to PAD designated for Neighborhood Commercial (C-1) uses. In May of 2005, the Sanctuary Shopping Center site plan was approved. In October of 2005, a Conditional Use Permit was approved for Brighter Angles Learning Center. In July 2008 a Conditional Use Permit was approved to expand the indoor area.

Mr. Galica said that the request for a Conditional Use Permit would allow further expansion of Brighter Angels Learning Facility by 1,082 S.F. of indoor expansion, 1,077 S.F. of outdoor playground expansion, and increase capacity of facility from 93 children to 125 children. The hours of operation and access to the shopping center would remain the same.

Mr. Galica presented an overview of the site to show the proposed increase in floor area by expanding into an adjoining suite, expansion of the playground area and realignment of the fire lane at the rear of the building.

Mr. Galica stated that the following findings have been met:

1. Consistent with General Plan; helps to further the City's guidelines and objectives; and provides a needed service to the community.
2. Compatible and beneficial to adjacent business/residents.
3. Site is adequate in size and provides ample parking.
4. Site has sufficient circulation and accessibility; minimal traffic impact to surrounding streets.
5. No adverse effects; three stipulations recommended.

Mr. Galica said that the applicant conducted a neighborhood meeting at the Brighter Angels Learning Center to offer interested parties an opportunity to discuss the proposal on Monday, January 12. No members of the public attended the neighborhood meeting.

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

Commission Kugler inquired what triggers the Conditional Use Permit requirement. Mr. Galica responded that any physical expansion of a Conditional Use Permit requires a modification or a new permit.

Commissioner Solorio **MOVED** that the Planning Commission accept the findings and recommend APPROVAL of application PL-14-0209, a request for a Conditional Use Permit for the expansion of an existing child care facility, subject to 3 staff recommended conditions of approval. Commissioner Kugler **SECONDED**.

CONDITIONS OF APPROVAL:

1. Except as modified by these conditions, the use of the site shall conform to the 2008 Conditional Use Permit approval for this use. The physical expansion of the use shall conform to the expansion request narrative, conceptual Site Plan, and conceptual Landscape Plan, date stamped December 11, 2014.
2. In accordance with Section 109 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the expanded use has not commenced.

3. Use of the outdoor playground area may not occur prior to 8:00 A.M or after 8:00 P.M.

ROLL CALL VOTE

Sean Scibienski Chair	Aye
Gary Smith, Vice Chair	Excused
Michael Long, Commissioner	Excused
Kevin Kugler, Commissioner	Aye
Grace Carrillo, Commissioner	Aye
Olivia Pineda, Commissioner	Aye
Gloria Solorio, Commissioner	Aye

Approved 5-0