

WORK SESSION
May 18, 2015
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. A FOR AVONDALE PROPOSAL FOLLOW-UP DISCUSSION

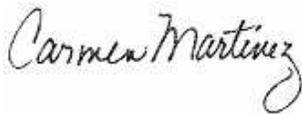
City Council will review and discuss a proposal raised by Councilmember Sierra at the City Council retreat held January 10, 2015 and discussed during the April 6, 2015 Work Session. The A is for Avondale proposed plan would create a citizens committee to work in concert with the school districts to support all Avondale schools becoming A-rated. This item is for discussion and direction.

3. ARIZONA PARTNERSHIP FOR HEALTHY COMMUNITIES

The Arizona Department of Health Services will provide a presentation to the City Council regarding the Arizona Partnership for Healthy Communities, which highlights the importance of healthy communities and the available resources to support putting health into the equation in all policies. This item is for informational purposes only. No action is required.

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 pueden ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la 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: A for Avondale Proposal Follow-Up Discussion
MEETING DATE: 5/18/2015

TO: Mayor and Council
FROM: Gina Montes, Assistant City Manager (623) 333-1012
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Council will consider a proposal raised by Councilmember Sierra to work in concert with the school districts to support all Avondale schools becoming A-rated. This item is for discussion and direction to staff.

BACKGROUND:

At the January 10, 2015 City Council retreat, Councilmember Sierra discussed his proposal to improve public schools within Avondale boundaries. Councilmember Sierra's proposal was discussed during the April 6, 2015 Work Session, and the Council direction was for staff to study the issue further. If Council were to give direction to proceed with the plan, grant funding would be required. No General Fund dollars have been dedicated to implementation. Appropriations authority (without actual revenue identified) remains in the proposed budget.

To recap, the goal of Councilmember Sierra's proposed plan is for all public schools in Avondale to be A-rated by the end of the decade. Once implemented, the proposal is meant to make Avondale a community of choice that will attract families, and thereby strengthen economic development efforts. As proposed by Councilmember Sierra, the A for Avondale Strategic Plan (attached) consists of four phases:

- Phase 1: Assess Avondale's educational landscape
- Phase 2: Begin making tangible steps toward a goal
- Phase 3: Put into place activities that help Avondale schools improve
- Phase 4: All schools are making measurable, positive progress that is sustainable

Implementing the plan would include the creation of a Council appointed citizen-led commission that would guide the effort. The first phase of the plan would be an assessment to include identifying existing resources that affect educational outcomes. The second phase would involve the creation of a how-to guide of best practices from existing A-rated schools. The guide would be used to coach aspiring schools on how to become A-rated.

Throughout the process stakeholder support would be sought to support the success of the initiative. In addition, significant foundation support and active community partnerships are anticipated. To date, Avondale's initiatives in support of education have both supported the schools and aligned with City services. Should the Council direct staff to pursue this proposal, it will be an attempt to take a more active and direct role in the schools.

Currently, the City lacks the staff capacity and expertise to take on the initiative without adding a full-time position. Grant funding will be required to hire staff to facilitate the process and to guide implementation. Prior to pursuing funding, City Council direction and support is required to pursue this policy direction. Support from the school districts is also required given that the initiative depends on the full participation from the schools.

DISCUSSION:

Prior to the April 6, 2015 Work Session discussion, the A for Avondale plan written by Councilmember Sierra was provided to the superintendents of the six school districts located in Avondale. In combination with the public comments made at the Work Session, all of the superintendents have provided their feedback on Councilmember Sierra's proposal. There are several common themes to those comments:

- School districts appreciate the support and concern for school ratings
- Districts would like the opportunity to celebrate their successes and increase awareness regarding the accomplishments of their schools
- Districts support increasing dialogue and understanding regarding the challenges they face
- There is concern over the staff time required to participate in a committee, given the school district limitations on administrative costs and the number of local jurisdictions each district covers
- There is also a concern that adding another layer of committee work will take attention away from existing efforts to improve the schools
- There are concerns about a committee developed by the City not necessarily understanding education at a deep enough level to achieve its stated purpose and as a result lacking credibility in the education community
- There are concerns about the effort creating divisiveness between district leaders and city leaders.
- There are concerns about the effort creating divisiveness between schools

There have been several suggestions from the district superintendents on ways that the City can support education:

- Invite the superintendents back to present specific information to the City Council on demographics, school performance and other relevant information.
- Hold an education day in which the districts would share information with Council on current initiatives and successes in their respective districts.
- Encourage City Council members and staff to visit the schools and learn about the current issues, successes and challenges
- Engage in existing committees and other opportunities that exist to improve school outcomes, literacy, community well-being and early childhood education
- Provide a housing subsidy to teachers to encourage their long-term investment in the community
- Encourage businesses to provide teacher discounts for goods and services with the purpose of making their salaries stretch further
- Encourage parents to enroll their students prior to July 1 which will help avoid overcrowded classrooms, especially in the lower-income areas

The Council may not be fully aware of the City's existing programs and initiatives supporting education. The City, through the efforts of the Council and staff, continue to foster positive working relationships with the six school districts within Avondale's borders. Current initiatives are based on community feedback following two community education conferences and the dialogue with superintendents in 2012-13. That dialogue on education included the superintendents of each district, the presidents of Rio Salado Community College and Estrella Mountain Community College, Expect More Arizona, First Things First, and two youth-serving organizations. The

attached chart includes a partial inventory of the City's efforts to support children, youth and education. Many of the initiatives are a direct result of feedback received from the community and educators on how the City can support education.

Much of the feedback provided during the 2012-13 dialogue centered around the City support of stable neighborhoods and providing services. This would help families to avoid moving and uprooting their children from school multiple times which negatively impacts learning and educational outcomes. Building and sustaining positive relationships also was a priority to the community and educators. The Kids At Hope cultural framework and the City's work around that philosophy was also encouraged by the schools and community.

Based on the experience of staff and discussions held with school officials over several years, venturing directly into an attempt to impact the grade-rating of schools may be a challenging task. Part of the difficulty of launching the initiative as described is that school districts would be asked to participate without knowing the direction of the committee's work. There is a level of discomfort with this prospect. In addition, more than one superintendent has expressed that they do not have administrative staff available to participate in separate committees for every jurisdiction and that other cities may also have education committees and initiatives. Given that the success of the proposed initiative would require the full participation and acceptance of Councilmember Sierra's plan by each district, implementation may be a challenge.

BUDGET IMPACT:

Grant funding will be required for this initiative to proceed. The estimated cost of salary and benefits for a full-time professional staff member at a sufficient skill level is approximately \$100,000. This does not include funds for any studies which may require consultant services estimated at \$50,000. Meeting expense, mileage and cell phone allowance costs are estimated at \$6,700. Total annual cost is estimated at \$156,700.

RECOMMENDATION:

This report is for Council discussion and direction to staff.

ATTACHMENTS:

Description

[Summary of Avondale Work in Support of Education](#)

[City Council Report - Community Dialogue on Education Update](#)

Summary of Avondale Work in Support of Education

Initiative/Program	Department(s)	Brief Description
School Ambassador Program	City Council	Councilmembers each serve as ambassadors to a school district to attend school board meetings, support school district initiatives and represent the City Council at events
Avondale Youth Advisory Commission	City Council/NFS	Fosters youth leadership development and community service within Avondale high schools. Provides youth a voice regarding issues that impact them and builds awareness of future opportunities in public service and government.
Interfaith Council	City Council	Facilitates connections and identifies partnerships and resources between the faith-based community, the City and schools
Mayors Education Roundtable	City Council	Formed by Mayor Greg Stanton in 2013, several mayors meet quarterly to discuss and promote initiatives and strategies in support of education. Avondale has a seat at the table.
Kids At Hope	NFS	Avondale is a leading Kids at Hope community, promoting a belief system supported by a cultural strategy and programs that all children are capable of success – NO EXCEPTIONS. City provides free training annually to the schools, community and within the City about the importance of Kids at Hope.
Read On Avondale	Multiple	Collaboration between the Valley of the Sun United Way, Avondale Elementary School District and literacy-focused service providers to bring early literacy-focused resources and programs to the Avondale community focused on ages 0 – 8.
Avondale Education and Community Engagement Initiative	NFS, PRLD, Police	Creation of a volunteer program which will support community and school needs supported by the work of VISTA*Americorps Members. Providing Americorps Summer Associates to Avondale Elementary School District to help deliver programming in support of literacy and math.
Early Childhood Support	NFS	Administer family support and early learning programming through a grant from First Things First and operating out of the Care1st Avondale Resource Center. Construction of two Born Learning Trails which engage young children and their parents in early learning.
KidFest	PRLD	Annual Week of the Young Child event devoted to providing families with resources to encourage early

		learning and educational outcomes.
Extensive/Ongoing Library Programs	PRLD	Weekly story times, summer reading programs, STEM focused activities, full-time Youth Coordinator position devoted to building early education/literacy programs
District Advisory Groups and Events	Various	Participate in AESD Parent and Community Leadership Advisory Council, PESD Strategic Planning Committee, Pendergast Community Cabinet, Littleton Education Foundation Board. Host Annual Littleton Art Show and Reception at the Civic Center Library.
Voice of Youth Summit	NFS	Host an annual workshop for teens to provide information to support their educational and professional goals. Includes interaction with employers, volunteer agencies, colleges and universities, and others.
Genesis Youth Center	NFS	Partnership with Maricopa Workforce Connection Youth Program to provide tutoring and study skills, GED preparation, summer employment assistance and occupational skills training targeting youth ages 14 to 21.
Gangplank Avondale	Economic Development	Collaborative workspace for entrepreneurs that also provides the Gangplank Junior program to provides activities for preschool through age 20 to encourage exploration and hands on learning with experienced professionals.
Education Summits	Various	Hosted two education summits to bring together local leaders, educators, community partners and families to discuss, develop and implement initiatives in support of education.
Grants	Community Relations	Maintain list of resources on the web site available to non-profit groups and schools and provide relevant funding opportunities directly to school contacts when appropriate.
Art Scholarships	Avondale Municipal Arts Committee	\$5,000 in scholarship funds awarded annually to high school seniors as part of Mayor Marie Art Contest, supporting continuing higher education

NFS = Neighborhood & Family Services Department

PRLD = Parks, Recreation & Libraries Department



CITY COUNCIL AGENDA

SUBJECT:
Community Dialogue on Education Update

MEETING DATE:
6/17/2013

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Director (623) 333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this item is to provide a summary of the Community Dialogue on Education held in May and to discuss next steps for the City of Avondale.

BACKGROUND:

The strength and reputation of the schools is a critical piece of the long-term economic vitality of Avondale. In addition to preparing young people for higher education and entry into the workforce, the school districts, specifically, impact real estate values and economic development prospects. The City of Avondale is a major stakeholder in the success of the schools, yet there is no defined role for this organization in the education system.

Since September, 2012, the City Council has hosted more than a dozen guest presenters which included all six Avondale school district superintendents, two community college presidents, local youth serving organizations, education organizations and stakeholder groups. For a complete list, see the attachment entitled Education Guest Presenters. The purpose of the discussions and the event was to learn about the successes and challenges of Avondale's school districts. Finally, the City both staff and Council, needed to ascertain how best the City of Avondale could partner to support a strong education system.

DISCUSSION:

A number of potential action items emerged from the May event and the presentations. Staff also spoke with experts and researched additional ways cities have impacted education. Some strategies can be implemented with existing resources or through an existing program or service. Other actions will require dedicated staff resources to implement.

One trend is clear. Our education leaders are focused on improving quality while also facing challenges such as implementation of the Common Core within time constraints and resource limitations. Their efforts are paying off, and most schools in Avondale are doing well and/or improving. Another cause for optimism also emerged. Civic leaders, members of the business community, parents and educators are involved in numerous efforts to support the education system. The school superintendents in the West Valley meet regularly to share ideas and work together on common issues. Arizona voters affirmed the importance of early childhood by once again approving the First Things First initiative. The Arizona Business and Education Coalition (ABEC), Expect More Arizona and the Mayors Education Roundtable are just three examples of organized efforts formed around the need to improve education in Arizona.

The process of engaging in a dialogue with school officials and stakeholders was an excellent start for the City and local community leaders to increasingly support education in Avondale. There are an overwhelming number of initiatives, formal and informal groups, non-profit organizations, foundations and constituencies in the education realm in Arizona. There are also numerous ways in which the City of Avondale could further engage in support of education. Staff has only begun to learn about this area and issues concerning education in Avondale. The following is a very brief summary of potential action items. Those items followed by an asterisk may be possible to implement within existing resources and efforts.

Community Dialogue on Education Event

The event was attended by approximately 60 members of the community, school administrators, a school board member, City staff and youth-serving and education organizations. Four Avondale City Councilmembers attended in addition to one member of the Goodyear City Council. Keynote speaker Katy Haycock, President of the Education Trust and nationally renowned education advocate provided background on education in Arizona and provided a national to international perspective, highlighting the competitive advantages of a well educated population in today's global economy. She also discussed ways for various stakeholders to advocate for a better education system. Gangplank Avondale staff facilitated the discussion portion of the event using the unique "Open Space" format which enabled participants to determine the breakout topics. Examples included: Creating Community Advocates for Education, STEM/STEAM, Public/Private Partnerships, How Cities Can Support Schools, Arts Integration into Education, among many others. At the end of the day, participants came up with the top four action items, all of which appear possible to implement with existing resources. The complete list of proposed action items including notes from all of the sessions are included in the attachment entitled Community Dialogue on Education Notes.

1. Build relationships between the City, community, and schools to advance the education of all students
2. Intentionally build relationships with school administration and connect them with volunteer resources
3. Host a community open house/birthday party for 3 year olds to connect parents with resources
4. Invite Avondale City Council and staff to the Avondale Elementary School District community relations day

Work Session Potential Action Items

Based on information provided by the superintendents, advocates and other stakeholders who presented before City Council in addition to feedback provided by others throughout this process, the following are potential action items for consideration. Items with an asterisk are likely possible with existing resources.

1. Continue to support stable neighborhoods and services that encourage families to avoid moving and uprooting their children from school several times*
2. Continue to promote Kids At Hope and actively encourage the community at large to embrace the philosophy, in addition to encouraging a high school to pilot Kids At Hope*
3. Coordinate more closely with elementary districts to align City early childhood programming funded through First Things First with district requirements for kindergarten success*
4. Provide regular and ongoing community training on how parents and children can best support their education*
5. Conduct a community assessment in conjunction with the schools to identify needs and assets of students and parents to better inform future strategies to support school success
6. Consider implementing a "Collective Impact" strategy in which the City takes the lead in connecting schools, colleges and universities and workforce partners to non-profit organizations with the intent of focusing on community needs using models from other cities as a roadmap
7. Develop and implement parent and community engagement strategies using community assessment data and evidence-based techniques modeled in other cities
8. Publicize school and district successes*
9. Conduct a "Campaign of Excellence" to identify and publicize success stories of individuals who were educated in Avondale with current students as the primary target audience*
10. Consider ways to include Avondale schools in the upcoming community branding process*
11. Understand the impact that initial implementation of the Common Core will have on test scores and help the public understand its importance and support it*

These potential action items vary in complexity and staff requirements. In addition, the action items generated during the education event are fairly broad and could be addressed in a variety of ways. The process of learning from the schools and other stakeholders in itself has provided tremendous value in relationship-building and understanding. Moving forward and the extent to which these strategies are implemented may be constrained by a lack of staff dedicated to this sole purpose. However, it is possible to follow-through on many action items. Staff will continue to build the relationships with the education community. Staff seek guidance from City Council on priorities for action items.



CITY COUNCIL AGENDA

SUBJECT:

Arizona Partnership for Healthy Communities

MEETING DATE:

5/18/2015

TO: Mayor and Council

FROM: Pier Simeri

THROUGH: David Fitzhugh, City Manager

PURPOSE:

The Arizona Department of Health Services will provide a presentation to the City Council regarding the Arizona Partnership for Healthy Communities, which highlights the importance of healthy communities and available resources to support putting health into the equation in all policies.

BACKGROUND:

The Arizona Department of Health Services is meeting with communities around the state to raise awareness about the Arizona Partnership for Healthy Communities.

Currently, there are more than 30 businesses, nonprofit organizations, and government entities across the state that are partners of the Arizona Partnership for Healthy Communities, which takes the approach of bringing in the private sector -- banks, health insurers and health care providers -- as active partners alongside the government and nonprofit sectors, seeking to affect health changes in communities by sharing ideas, pooling resources, developing funding sources, and supporting projects.

DISCUSSION:

According to the Arizona Partnership for Healthy Communities, where we live, learn, work and play has a greater impact on how long and how well we live than our individual behaviors or our health care. To improve the health and well-being of Arizonans, there must be changes in the way communities are designed.

A group of Arizona-based nonprofits, foundations, businesses, and government agencies has come together to create the Arizona Partnership for Healthy Communities. The Partnership plans to foster projects to ensure that all communities in Arizona are healthy places to live.

One of the tools to get people to think about the built environment is a health impact assessment, known as a HIA. HIAs aim to measure and evaluate the potential effects of a proposal on the health of a population and how those effects are distributed within a population. Several HIA projects have been conducted in Arizona around transportation, housing, access to healthy foods and opportunities for physical activity.

BUDGET IMPACT:

NA

RECOMMENDATION:

For information only.



CITY COUNCIL AGENDA

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

REGULAR MEETING
May 18, 2015
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

- 1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**
- 2 CITY MANAGER'S REPORT**
 - a. NEW EMPLOYEE INTRODUCTION - KEISHA CYRIAANO, REVITALIZATION MANAGER**

- 3 UNSCHEDULED PUBLIC APPEARANCES**

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

- 4 CONSENT AGENDA**

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

- a. APPROVAL OF MINUTES**

1. Work Session of April 6, 2015
2. Regular Meeting of April 6, 2015
3. Special Meeting of April 13, 2015
4. Regular Meeting of April 20, 2015

- b. LIQUOR LICENSE SERIES 12 (RESTAURANT) - PALERMO'S GRILL**

City Council will consider a request by Deborah Yadira Velasco for a Series 12 Restaurant liquor license to sell all spirituous liquor at Palermo's Grill located at 11107 W Buckeye Road in Avondale, AZ. The Council will take appropriate action.

- c. RESOLUTION 3252-515 - INTERGOVERNMENTAL AGREEMENT WITH CITY OF SCOTTSDALE FOR REALLOCATION OF HOME FUNDS**

City Council will consider a request to adopt a Resolution to approve an Intergovernmental Agreement with the City of Scottsdale to reallocate \$397,714 in HOME Investment Partnership funding to the City and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. **RESOLUTION 3254-515 - AMENDMENT TO 2014-2015 HOME INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY**

City Council will consider a request to adopt a resolution approving an amendment to the 2014-2015 IGA with Maricopa County to secure an additional \$617,089 in HOME funds, authorize a transfer from the general fund contingency account in the required local match amount of \$116,559 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **FIFTH AMENDMENT - CONTRACT WITH PRO-LOW JOINT VENTURE**

City Council will consider a request to approve the fifth amendment to the construction agreement with Pro-Low Joint Venture for the construction of two additional Legacy Avondale homes. The amendment will extend the term of the contract to May 18, 2016, increase the value of the contract by \$396,205 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **SECOND AMENDMENT - PROFESSIONAL SERVICES AGREEMENT - ARCHITECTURAL SERVICES - KELLOGG AND ASSOCIATES**

City Council will consider a request to approve the second amendment to the Professional Services Agreement for architectural services related to the construction of two additional Legacy Avondale homes. The amendment will extend the term of the contract to May 18, 2016, increase the value of the contract by \$22,400 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 3250-515 INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR THE TRAFFIC SIGN MANAGEMENT SYSTEM PROJECT**

City Council will consider a request to adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for design, procurement, and construction of the sign management system project, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **RESOLUTION 3253-515 - CITY OF AVONDALE WAYFINDING SYSTEM MASTER PLAN**

City Council will consider a resolution adopting the Avondale Wayfinding System Master Plan. The Wayfinding System Plan includes specifications for gateway monuments, directional, and pedestrian signs. The plan includes a colorful palette integrating the recent Avondale "Avi" logo and identity and authorizes the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **ORDINANCE 1580-515 - AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF ENCANTO AND AVONDALE BLVD**

City Council will consider a request to adopt an ordinance authorizing the sale of certain real property located at the northwest corner of Avondale Blvd and Encanto Blvd in the amount of \$800,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **ORDINANCE 1581-515 - ACQUISITION OF REAL PROPERTY FOR DYSART ROAD IMPROVEMENT PROJECT - VAN BUREN STREET TO MC85**

City Council will consider a request to adopt an ordinance authorizing the dedication, purchase or condemnation of real property for the Dysart Road Improvement Project, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. ORDINANCE 1582-515 - DEDICATION OF UTILITY EASEMENTS TO APS FOR DYSART ROAD IMPROVEMENT PROJECT - VAN BUREN STREET TO MC85

City Council will consider a request to adopt an ordinance authorizing the dedication of two utility easements to APS in relation to the Dysart Road Improvement Project for the purpose of installing electrical equipment, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. ORDINANCE 1583-515 - ACQUISITION OF A SIDEWALK/STREETLIGHT EASEMENT FOR DYSART ROAD IMPROVEMENT PROJECT - VAN BUREN STREET TO MC85

City Council will consider a request to adopt an ordinance authorizing the dedication or purchase of a sidewalk and streetlight easement in relation to the Dysart Road Improvement Project, for the purpose of installing sidewalk and streetlight improvements, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 PUBLIC HEARING AND RESOLUTION 3255-515 - SUBSTANTIAL AMENDMENT TO THE 2014-15 ANNUAL ACTION PLAN

City Council will consider a request to approve a Substantial Amendment to the City's 2014-2015 HUD Annual Action Plan, and hold a public hearing. The Council will take appropriate action.

6 CONTRIBUTIONS ASSISTANCE PROGRAM- REVIEW GUIDELINES

City Council will consider a request to approve the eligibility criteria for the Contributions Assistance Program. The Council will take appropriate action.

7 FRIENDS OF THE SOUTHWEST FAMILY ADVOCACY CENTER

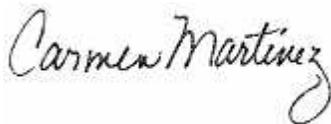
City Council will be informed on the formation of a 501(c)(3) group, the Friends of the Southwest Family Advocacy Center. This item is for information, discussion and possible direction only. No action is required.

8 RESOLUTION 3251-515 - ADOPTION OF FISCAL YEAR 2015-2016 TENTATIVE BUDGET

The City Council will consider a resolution adopting the tentative budget and establishing the annual expenditure limit in the amount of \$176,838,680 for the 2015-2016 Fiscal Year. The Council will take the appropriate action.

9 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 12 (Restaurant) -
Palermo's Grill

MEETING DATE:

5/18/2015

TO: Mayor and Council**FROM:** Carmen Martinez**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is recommending approval of a Series 12 - Restaurant liquor license application to sell all spirituous liquor at Palermo's Grill located at 11107 W Buckeye Road in Avondale, AZ.

DISCUSSION:

The City Clerk's Department has received an application from Ms. Deborah Yadira Velasco for a Series 12 Restaurant license to sell all spirituous liquors at Palermo's Grill located at 11107 W Buckeye Road in Avondale. Ms. Velasco is the new owner of this restaurant. The establishment has been previously licensed with the same license series under the previous owner. The required fees totaling \$1,050 have been paid.

As required by state law and city ordinance, the application was posted for the required period of time starting April 23, 2015. No comments have been received. The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of a Series 12 - Restaurant liquor license application submitted by Ms. Deborah Yadira Velasco to sell all spirituous liquor at Palermo's Grill located at 11107 W Buckeye Road in Avondale, AZ.

ATTACHMENTS:**Description**

[Liquor License - Palermo's Grill](#)

SERIES 12 (RESTAURANT) LIQUOR LICENSE – PALERMO'S GRILL

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENTS
HAVE BEEN POSTED SEPARATELY:

- Application
- Departmental Review
- Posting photos
- Vicinity map

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36228>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3252-515 - Intergovernmental Agreement with City of Scottsdale for Reallocation of HOME funds

MEETING DATE:

5/18/2015

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

Staff requests that City Council adopt a Resolution to approve an IGA with the City of Scottsdale to reallocate \$397,714 of HOME funds from Scottsdale to Avondale and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Maricopa County Human Services Department is the “participating jurisdiction” (PJ), which acts as the lead agency responsible for all oversight of HOME funding distributed to Consortium Members. As the PJ, in March of this year, Maricopa County notified the City and the other Members that there was a need to commit approximately \$2 million in uncommitted HOME funds allocated to the City of Scottsdale as well as program income held by the County. The deadline to commit these funds with HUD is August 30, 2015. Failure to commit these funds by this deadline will result in recapture of the funding by HUD.

The County issued applications to Members to solicit proposals for shovel ready projects that would be able to commit funds quickly and avoid recapture. The City submitted two applications, both of which were reviewed and approved for funding by the Consortium Members on April 2, 2015:

- \$397,714 to construct the remaining two single-family homes through the Legacy Avondale project – provided through reallocation of funds from the City of Scottsdale, and subject to IGA requirements
- \$219,375 to complete substantial rehabilitation activities at five income-qualified, owner-occupied homes – provided by HOME program income currently held by Maricopa County, and not subject to the IGA requirements

Further, as the PJ, the County is responsible for submitting all commitment documentation to HUD. In order to fully commit funds by HUD's August 30, 2015 deadline, the County established a July 1, 2015 for Members to submit required documentation to the County.

DISCUSSION:

In order to commit \$397,714 in HOME funds reallocated to the City from the City of Scottsdale, the two cities must enter into an IGA allowing the reallocation. Per the terms of the Maricopa HOME Consortium Intergovernmental Agreement, to which the City is a party, “reallocations from a Consortium Member(s) to another Member(s) will be made by an Intergovernmental Agreement between the members affected by the reallocation.”

The Scottsdale City Council reviewed and approved the IGA at its May 12, 2015 meeting, which will have the effect of releasing these funds to the City upon Council approval and execution of the IGA by both parties.

BUDGET IMPACT:

Approval of the IGA is one component of the overall commitment of \$617,089 in additional HOME funds through the Maricopa HOME Consortium. These funds will require a 25% non-federal match, or \$154,273, per HOME regulations. Of this total, \$37,714 is assigned from General Funds previously expended for infrastructure improvements at the Legacy Avondale site, and \$116,559 available in the City’s contingency fund.

RECOMMENDATION:

Staff recommends approval of the resolution to approve an IGA with the City of Scottsdale to reallocate \$397,714 in HOME funds to the City of Avondale and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Resolution 3252-515 City of Scottsdale Reallocation of HOME Fund](#)

RESOLUTION NO. 3252-515

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SCOTTSDALE, ARIZONA RELATING TO THE REALLOCATION OF HOME INVESTMENT PARTNERSHIP (HOME) FUNDING IN THE AMOUNT OF \$397,714 FOR USE IN FUNDING AN AFFORDABLE HOUSING NEW CONSTRUCTION PROJECT.

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

SECTION 1. The Intergovernmental Agreement with the City of Scottsdale for the reallocation of HOME Investment Partnership (HOME) Funding in the amount of \$397,714.00 for use in funding an affordable housing new construction project (the “Agreement”) 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 Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 18, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3252-515

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN: City of Scottsdale & City of Avondale, Arizona

SUBJECT: Re-Allocation of HOME Investment Partnership (HOME) Funding from City of Scottsdale to City of Avondale in the amount of \$397,714

DATE: May 12, 2015

As members of the Maricopa HOME Consortium (Consortium), the City of Scottsdale and the City of Avondale seek to utilize a regional and cooperative approach to meeting housing goals and priorities throughout the Consortium's operating area. To further these objectives, the City of Scottsdale and the City Avondale propose to enter into a mutually beneficial reallocation of HOME funds.

Pursuant to the provisions of the existing Maricopa HOME Consortium Intergovernmental Agreement (Consortium IGA) among the cities/town of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County effective for the federal fiscal years 2012 through 2015, on April 2, 2015, the Consortium voted to reallocate \$397,714 of HOME Program funds from the City of Scottsdale to the City of Avondale. Minutes of the Consortium meeting are attached herein as Exhibit 1. Pursuant to the Consortium IGA, the City of Scottsdale and the City of Avondale hereby enter into an express written agreement (Agreement) for the reallocation of HOME funding as follows:

1. Both the City of Scottsdale and the City of Avondale are current members of the Maricopa HOME Consortium governed by the Consortium IGA referenced above.
2. In accordance with Sections II (G)(14) and II (G)(18) of the Consortium IGA, both parties agree to a mutual reallocation of funding.
3. The City of Avondale has an active New Construction project, and wishes to receive the Reallocated Funds for use in funding the City of Avondale's project.
4. The City of Scottsdale has the following allocations of HOME funds which it has not committed and which the City of Scottsdale wishes to reallocate to the City of Avondale for its New Construction project (Reallocated Funds).

a. FY 2010/2011	\$ 55,288.11
b. FY 2011/2012	\$ 298,650.00
c. FY/2012/2013	\$ 43,775.89
5. The City of Scottsdale does not expect nor does the City of Avondale commit to any future repayment of the Reallocated Funds under the HOME program.

6. The City of Scottsdale acknowledges and the City of Avondale agrees that the recipient of the Reallocated Funds will be responsible for obtaining and documenting any required match as the Reallocated Funds are expended.
7. Upon receipt of the reallocated Funds, the City of Avondale will be responsible for (a) satisfying all of the legal requirements governing the use of the Reallocated Funds, including but not limited to ensuring compliance with the period of affordability requirements and expenditure and commitment deadlines required by the U.S. Department of Housing and Urban Development, and (b) administering and monitoring the Reallocated Funds as they are expended.
8. Upon reallocation to the City of Avondale, the City of Scottsdale will no longer be responsible for and will have no further obligations with respect to the Reallocated Funds other than any outstanding administrative duties related to activities prior to reallocation.
9. This Agreement will terminate when the City of Scottsdale has returned the Reallocated Funds and the City of Avondale has expended all of the Reallocated Funds under this Agreement in accordance with the HOME requirements.
10. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS THEREOF, the parties have executed this Intergovernmental Agreement on the year and day first above written.

[SIGNATURE PAGES TO FOLLOW]

CITY OF SCOTTSDALE,
An Arizona Municipal Corporation

Approved and Accepted By:

W.J. "Jim" Lane, Mayor _____ Date

Attest:

By: _____
Carolyn Jagger, City Clerk _____ Date

The foregoing Intergovernmental Agreement No. 2015-133-COS has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Scottsdale under the laws of the State of Arizona.

Bruce Washburn, City Attorney _____ Date
By: Janis Bladine, Assistant City Attorney

By: _____

**Approved Minutes of the Maricopa HOME Consortium
Special Public Meeting
April 2, 2015
9:00 a.m.**

Present: Matt Hess, City of Avondale
Gilbert Lopez, City of Glendale
Robert Essel, City of Glendale
Carin Imig, City of Peoria
Jaime Gonzalez, City of Peoria
Michelle Albanese, City of Scottsdale
Christina Ramirez, City of Surprise
Craig Hittie, City of Tempe (telephonically)
Amy Jacobson, Maricopa County
Lisa Lowery, Maricopa County
Carissa Cyr, Maricopa County
Paul Ludwick, Maricopa County
Regina Marette, Maricopa County

1. Call to Order and Roll Call

At 9:01 a.m., Amy Jacobson called to order the April 2, 2015 Special Public Meeting of the Maricopa HOME Consortium held at the Security Building, 3rd Floor Sun Room, 234 North Central Ave., Phoenix, Arizona 85004. The Roll was called and a quorum was established.

2. Purpose of Reallocation of HOME Funds

The Consortium was notified of a \$2 million shortfall and requested all members to commit HOME funds before the July 1st, 2015 commitment as measured by HUD. The County was also notified that the City of Scottsdale intended to return approximately \$800,000 of their prior year allocations to the Consortium. The County also has approximately \$1,000,000 in Mesa Program Income, for a total reallocation amount of approximately \$1,800,000. In order to meet the commitment shortfall, the County sent a Reallocation Application to the Consortium for “shovel-ready” projects on March 19, 2015. The application proposals were due on March 27, 2015. The County sent copies of each proposal to the Consortium on April 1st along with a Scoring Sheet. Each member of the Consortium was to submit one completed Scoring Sheet per proposal, except their own proposal. The County received a total of 6 proposals and there were 5 Consortium members chose to participate in the Scoring Process. The County tallied the scores by scoring category and ranked each of the 6 proposals.

3. Funding Process and Commitment Deadline

Amy explained that all the commitments need to be submitted to Regina as evidenced by the submittal of a HUD Set Up Form by July 1, 2015.

4. Scoring Sheet and Discussion

The Scoring Sheet was divided into 5 categories each worth 20 points: barriers to implementation, cost effectiveness, reasonable implementation schedule, program budget, and capacity and experience. The scores were totaled and then averaged and ranked in order of highest scoring to lowest. Following is the ranking and activity:

<u>Ranking</u>	<u>City/Activity</u>	<u>Amount Requested</u>	<u>Average Score</u>
1	Avondale- New Construction-	\$ 397,714	96.00%
2	Peoria- New Construction-	\$ 200,000	95.50%
3	Avondale-Substantial Home Repair-	\$ 219,375	93.25%
4	Glendale-Rehab and/or New Construction-	\$ 200,000	91.80%
5	Surprise-Housing Replacement-	\$ 130,000	88.60%
6	Tempe-New Construction-	\$ 900,000	83.50%
TOTAL REQUEST:		\$2,047,089	

Amy announced the total score by project and shared the average scores on the mondopad for all to view. The project ranking first was the City of Avondale New Construction project. Matt Hess gave a brief description of the project and then Amy opened it up for discussion. At the end of discussion, the Consortium voted to fund the project at the level requested. Amy then announced the remaining proposals in the order of their ranking and each representative gave a brief description of the project. After each presentation, Amy allowed time for comments and the Consortium voted to approve each proposal at the requested level, with the exception of the City of Tempe. The Consortium voted to fund the City of Tempe proposal with all of the remaining funds available for reallocation—at the time of the meeting and in the amount of any future determination of funds available by the City of Scottsdale.

Matt Hess asked how the County would differentiate between Program Income funds and those funds which were reallocated. Amy said that any Set Up Forms received first would be designated as reallocated funds until we reached the full amount of reallocated funds. Then the County would Set Up funds from program income. It was noted that there is a match requirement for all of the funds being reallocated, regardless of whether they originated as program income.

Amy emphasized that all funds would need to be committed by July 1, the County’s internal deadline, but technically we have until August 31, 2015. There is some flexibility.

Michelle Albanese stated the Reallocation of funds was tentatively on the agenda for the April 14, 2015 Council meeting in the amount of \$854,561.39. She said there may also be project proceeds with Newtown to recapture.

It was agreed amongst the members that the City of Avondale and the City of Tempe should execute an IGA with the City of Scottsdale for the reallocated funds, based on their reallocated amounts because the City of Tempe would make up most of the reallocated funds from the City of Scottsdale. (It was agreed by the Consortium to fund the City of Tempe \$707,472.39.) Michelle said she did not realize that the City of Scottsdale would have to execute an IGA and that she would prefer to take the IGA and the Approval to Reallocate funds at the same time to the Scottsdale City Council. Matt stated that the earliest he could get an item on the City Council agenda for Avondale is May 4, 2015 and that he would want to take both of Avondale’s proposals to the City Council at that time.

Gilbert questioned the need for an IGA. Amy stated that the Consortium’s 3 Year Cooperative Agreement specifically states in Section 18 that in the event funds are reallocated to the consortia that there must be an IGA between the parties involved—

specifically the jurisdiction that is returning the funds and the jurisdiction receiving the funds. The funds are not being returned to the Urban County, but to another Consortium Member therefore the IGA is not with the Maricopa County. Amy stated that the County Attorney has already reviewed the 3 Year Cooperative Agreement and determined that an IGA would need to be executed.

Amy recommended that the City Attorney's for Avondale and Tempe look at the Sample IGA in the Proposal packet. The County will complete the IGA's and forward them to Matt, Craig and Michelle, as soon as we confirm the amount to be reallocated from the City of Scottsdale.

Michelle said it is unrealistic to have the IGA's reviewed and approved by all the City Attorney's in time to make even the April 28, 2015 Council date.

Michelle said that she would prefer to pull the Reallocation approval for City Council on April 14th and reschedule for the first City Council meeting in May and take the IGA's at the same time as the Reallocation approval and have the subsequent agreements attached. Matt said he would need to check his calendar to see when Avondale City Council could approve the Reallocation of funds, Amendment to the Contract, and the IGA. Michelle confirmed with Amy that the IGA's would be for the amount to be reallocated.

Amy said that all of the funds to be reallocated will be contracted to the consortium members through an amendment to their current 2014 Subrecipient Agreement. The County will amend the Scope of Work to include new activities or an expansion of an existing contract activity.

Gilbert asked if each consortium member with a reallocation was planning on publishing an amendment to their Annual Action Plan and having a 30 day comment period. He said that if there is a change in at least 20% of their allocation, he understood that it was required. He said Glendale is aiming for approval by City Council on June 9, 2015. He asked if the County process for public comment would cover all of the jurisdictions. Amy said that Richard Thomason said at the last Consortium meeting that the County plan would cover all of the jurisdictions. However, the County's current Citizen Participation Plan says that each jurisdiction amends their own plan. The County can change that going forward, however the current plan does not allow the County to cover each jurisdiction.

Amy said that she would work with Michelle on the details and that the County would send draft IGA's to the City of Avondale and the City of Tempe. Amy said she would work out the logistics for going before the Board of Supervisors.

Amy suggested that each member should concentrate on committing all of their existing funds so that the Consortium is sure to make the commitment deadline.

5. Approval of Applications for HOME Funding Reallocation

This is an Action Item. Amy asked for a motion to approve the Reallocation of the City of Scottsdale's funds and Program Income in the following amounts:

<u>City/Activity</u>	<u>Amount Recommended</u>
Avondale- New Construction-	\$ 397,714.00
Peoria- New Construction-	\$ 200,000.00
Avondale-Substantial Home Repair-	\$ 219,375.00
Glendale-Rehab and/or New Construction-	\$ 200,000.00
Surprise-Housing Replacement-	\$ 130,000.00
Tempe-New Construction-	\$ 707,472.39*
TOTAL	\$1,854,561.39

*If the funds reallocated from the City of Scottsdale increase, the City of Tempe will receive additional funding because their proposal was not fully funded. However, if the funds reallocated from the City of Scottsdale decreases, the decrease in funding allocated will also come from the City of Tempe because their proposal was awarded the most funding and scored the lowest. Carin made a motion to approve the reallocation as recommended and Gilbert seconded the motion. All present were in favor, none opposed. The motion carried.

6. Call to the Public

Call to the Public is an opportunity for the public to address the Consortium concerning a subject that is not on the agenda. Public comment is encouraged. At the conclusion of an open call to the public, individual members of the Consortium may respond to criticism made by those who have addressed the Consortium, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the Consortium shall not discuss or take legal action on matters raised during an open Call to the Public unless the matters are properly noticed for discussion and legal action. No response from the public.

10. Adjournment

There being no other business, the Chair entertained a motion for adjournment by Christina Ramirez and seconded by Gilbert Lopez. The motion was passed unanimously. The meeting was adjourned at approximately 10:05 a.m. The next scheduled public meeting will be April 16, 2015.

Respectfully submitted,



Regina Marette
Recording Secretary



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3254-515 - Amendment to 2014-2015
HOME Intergovernmental Agreement with
Maricopa County

MEETING DATE:

5/18/2015

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

Staff requests that City Council adopt a resolution approving an amendment to the 2014-2015 IGA with Maricopa County to secure an additional \$617,089 in HOME funds, authorize a transfer from the general fund contingency account in the required local match amount of \$116,559 and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

BACKGROUND:

The Maricopa County Human Services Department is the “participating jurisdiction” (PJ), which acts as the lead agency responsible for all oversight of HOME funding distributed to Consortium Members. As the PJ, in March of this year, Maricopa County notified the City and the other Members that there was a need to commit approximately \$2 million in uncommitted HOME funds allocated to the City of Scottsdale as well as program income held by the County. The deadline to commit these funds with HUD is August 30, 2015. Failure to commit these funds by this deadline will result in recapture of the funding by HUD.

The County issued applications to Members to solicit proposals for shovel ready projects that would be able to commit funds quickly and avoid recapture. The City submitted two applications, both of which were reviewed and approved for funding by the Consortium Members on April 2, 2015:

- \$397,714 to construct the remaining two single-family homes through the Legacy Avondale project – provided through reallocation of funds from the City of Scottsdale
- \$219,375 to complete substantial rehabilitation activities at five income-qualified, owner-occupied homes – provided by HOME program income currently held by Maricopa County

Further, as the PJ, the County is responsible for submitting all commitment documentation to HUD. In order to fully commit funds by HUD's August 30, 2015 deadline, the County established a July 1, 2015 for Members to submit required documentation to the County.

DISCUSSION:

In order to secure the additional \$617,089 in HOME funding approved by the HOME Consortium Members on April 2nd, the City and County must amend the IGA currently in effect that secures the City's 2014-2015 funding allocation. An amendment to the IGA will have the effect of modifying the scope of work and increasing the City's 2014-2015 allocation of HOME funds from \$148,229 to \$765,318.

Scope and budget modifications will include the following:

- Creation of a new construction activity to complete construction of the remaining two Legacy Avondale homes. Following completion of construction, the homes will be sold to income-qualified first-time homebuyers. \$397,714 in HOME funds reallocated from the City of Scottsdale will be budgeted for this activity. None of this funding is available to pay for administrative expenses.
- Modification of the existing housing rehabilitation activity to increase the number of households assisted from two to seven. \$208,407 in additional HOME program income funds currently held by the County will be combined with the \$98,965 currently allocated for a total of \$307,372 available for housing rehabilitation activities. An additional \$10,968 of HOME program income will be allocated for administration.

BUDGET IMPACT:

Approval of the IGA Amendment is one component of the overall commitment of \$617,089 in additional HOME funds through the Maricopa HOME Consortium. These funds will require a 25% non-federal match, or \$154,273, per HOME regulations. Of this total, \$37,714 is assigned from local funds previously expended for infrastructure improvements at the Legacy Avondale site, and \$116,559 available in the City's general fund contingency fund.

RECOMMENDATION:

Staff recommends the City Council adopt a resolution approving an Amendment to the 2014-2015 IGA with Maricopa County to secure an additional \$617,089 in HOME funds, authorize a transfer from the general fund contingency account in the required local match amount of \$116,559 and authorize the Mayor or the City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Description

[Resolution 3254-515 Intergovernmental Agreement - Maricopa County - HOME](#)

RESOLUTION 3254-515 IGA – Maricopa County Human Services
Single Family Housing Rehabilitation Program

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36225>



CITY COUNCIL AGENDA

SUBJECT:

Fifth Amendment - Contract with Pro-Low Joint Venture

MEETING DATE:

5/18/2015

TO: Mayor and Council

FROM: Matthew Hess

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 5 to the agreement with ProLow Joint Venture for the construction of two additional Legacy Avondale homes. The amendment will extend the contract to May 18, 2016, increase the value of the contract by \$396,205, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In December, 2012, City Council approved a \$741,827 construction agreement with ProLow Joint Venture to construct four new homes through the Legacy Avondale project. The agreement was amended four times to clarify the scope of work, increase the contract value by \$173,142, and extend the contract to September, 2014. Construction and resale of these four homes are complete. The City intended to use the sale proceeds to finance the construction of the remaining two homes, however the proceeds were insufficient to complete additional construction. Recently, additional HOME funding became available through the Maricopa HOME Consortium, as described below.

The Maricopa County Human Services Department is the “participating jurisdiction” (PJ), which acts as the lead agency responsible for all oversight of HOME funding distributed to Consortium Members. As the PJ, in March of this year, Maricopa County notified the City and the other Members that there was a need to commit approximately \$2 million in uncommitted HOME funds allocated to the City of Scottsdale as well as program income held by the County. The deadline to commit these funds with HUD is August 30, 2015. Failure to commit these funds by this deadline will result in recapture of the funding by HUD.

The County issued applications to Members to solicit proposals for shovel ready projects that would be able to commit funds quickly and avoid recapture. The City submitted two applications, both of which were reviewed and approved for funding by the Consortium Members on April 2, 2015:

- \$397,714 to construct the remaining two single-family homes through the Legacy Avondale project – provided through reallocation of funds from the City of Scottsdale
- \$219,375 to complete substantial rehabilitation activities at five income-qualified, owner-occupied homes – provided by HOME program income currently held by Maricopa County

Further, as the PJ, the County is responsible for submitting all commitment documentation to HUD. In order to fully commit funds by HUD's August 30, 2015 deadline, the County established a July 1, 2015 for Members to submit required documentation to the County.

DISCUSSION:

Staff recommends extending the existing contract with ProLow Joint Venture for these reasons:

- Having constructed the previous four units, the vendor understands the product being constructed, the site conditions, and City development processes involved
- The shortened timeframe to commit funds to the federal government limits the City's ability to procure another vendor to complete the work
- Obtaining additional HOME funding aids the HOME Consortium funding commitment obligations and eliminates the risk that funds will be recaptured by HUD

Once all agreements are in place, the City will be able to commit all project funds with HUD, and complete the project. Staff consulted with the vendor and project architect, and all parties agree that the construction will be complete by November of this year, whereupon the homes will be sold income-qualified first-time homebuyers. Staff estimates that all project activities will be complete by the end of December.

BUDGET IMPACT:

Approval of the fifth Construction amendment to the construction agreement is one component of the overall commitment of \$617,089 in additional HOME funds through the Maricopa HOME Consortium. These funds will require a 25% non-federal match, or \$154,273, per HOME regulations. Of this total, \$37,714 is assigned from General Funds previously expended for infrastructure improvements at the Legacy Avondale site, and \$116,559 available in the City's grant contingency fund. The resale of the homes is anticipated to yield ±\$200,000 in proceeds.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 5 to the agreement with ProLow Joint Venture for the construction of two additional Legacy Avondale homes. The amendment will extend the contract to May 18, 2016, increase the value of the contract by \$396,205, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Fifth Amendment - Construction Services with Pro-Low Joint Venture](#)

FIFTH AMENDMENT TO CONSTRUCTION CONTRACT – PRO-LOW JOINT VENTURE

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36231>



CITY COUNCIL AGENDA

SUBJECT:

Second Amendment - Professional Services
Agreement - Architectural Services - Kellogg and Associates
5/18/2015

MEETING DATE:

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

Staff is requesting that the City Council approve Amendment No. 2 to the PSA with Kellogg and Associates for the construction of two additional Legacy Avondale homes. The amendment will extend the contract to May 18, 2016, increase the value of the contract by \$22,400, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In November, 2012, City Council approved an \$81,500 PSA with Kellogg & Associates to provide architectural and construction management services related to the construction of four new homes through the Legacy Avondale project. The agreement was amended once to include additional services, increase the contract value by \$10,000, and extend the contract to June, 2014.

Construction and resale of these four homes are complete. The City intended to use the sale proceeds to finance the construction of the remaining two homes, however the proceeds were insufficient to complete additional construction. Recently, additional HOME funding became available through the Maricopa HOME Consortium, as described below.

The Maricopa County Human Services Department is the “participating jurisdiction” (PJ), which acts as the lead agency responsible for all oversight of HOME funding distributed to Consortium Members. As the PJ, in March of this year, Maricopa County notified the City and the other Members that there was a need to commit approximately \$2 million in uncommitted HOME funds allocated to the City of Scottsdale as well as program income held by the County. The deadline to commit these funds with HUD is August 30, 2015. Failure to commit these funds by this deadline will result in recapture of the funding by HUD.

The County issued applications to Members to solicit proposals for shovel ready projects that would be able to commit funds quickly and avoid recapture. The City submitted two applications, both of which were reviewed and approved for funding by the Consortium Members on April 2, 2015:

- \$397,714 to construct the remaining two single-family homes through the Legacy Avondale project – provided through reallocation of funds from the City of Scottsdale
- \$219,375 to complete substantial rehabilitation activities at five income-qualified, owner-occupied homes – provided by HOME program income currently held by Maricopa County

Further, as the PJ, the County is responsible for submitting all commitment documentation to HUD. In order to fully commit funds by HUD's August 30, 2015 deadline, the County established a July 1, 2015 for Members to submit required documentation to the County.

DISCUSSION:

Staff recommends extending the existing contract with Kellogg & Associates for these reasons:

- Having designed the previous four units, the vendor understands the product being constructed, the site conditions, City development processes involved
- Construction management services will be required to complete construction of the two units
- The shortened timeframe to commit funds to the federal government limits the City's ability to procure another vendor to complete the architectural oversight
- Obtaining additional HOME funding aids the HOME Consortium funding commitment obligations and eliminates the risk that funds will be recaptured by HUD

Once all agreements are in place, the City will be able to commit all project funds with HUD, and complete the project. Staff consulted with the vendor and project architect, and all parties agree that the construction will be complete by November of this year, whereupon the homes will be sold income-qualified first-time homebuyers. Staff estimates that all project activities will be complete by the end of December.

BUDGET IMPACT:

Approval of the second amendment to the PSA is one component of the overall commitment of \$617,089 in additional HOME funds through the Maricopa HOME Consortium. These funds will require a 25% non-federal match, or \$154,273, per HOME regulations. Of this total, \$37,714 is assigned from General Funds previously expended for infrastructure improvements at the Legacy Avondale site, and \$116,559 available in the City's grant contingency fund. The resale of the homes is anticipated to yield ±\$200,000 in proceeds.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the PSA with Kellogg and Associates for the construction of two additional Legacy Avondale homes. The amendment will extend the contract to May 18, 2016, increase the value of the contract by \$22,400, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Second Amendment - PSA - Architectural Services Kellogg and Associates](#)

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KEVIN KELLOGG & ASSOCIATES
D/B/A
KELLOGG + ASSOCIATES**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) is entered into as of May 18, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and Kevin Kellogg & Associates, d/b/a Kellogg + Associates, an Arizona sole proprietorship (the “Consultant”).

RECITALS

A. The City and the Consultant entered into Professional Services Agreement No. 13625C, dated November 13, 2012, as amended by that certain First Amendment, dated December 10, 2013, for Consultant to perform architectural and consulting services for the Hill Drive Housing Redevelopment Project (the “Project”) at the 300 block of Hill Drive in Avondale, Arizona (the “Agreement”).

B. The City has determined that additional services by the Consultant are necessary for Phase II of the Project (the “Additional Services”).

C. The City and the Consultant desire to enter into this Second Amendment to (i) extend the term of Agreement, (ii) modify the scope of work to include the Additional Services 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 May 18, 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, attached hereto as **Exhibit 1** and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Consultant by \$22,400.00 for the Additional Services as set forth in the Additional Fee Proposal, attached hereto as a part of Exhibit 1, resulting in an increase of the total compensation, from \$91,500.00 to an aggregate amount not to exceed \$113,900.00.

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

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

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

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public in and for the State of Arizona

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

KEVIN KELLOGG & ASSOCIATES D/B/A
KELLOGG + ASSOCIATES, an Arizona sole
proprietorship

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared _____
_____, the _____ of KEVIN KELLOGG &
ASSOCIATES D/B/A KELLOGG + ASSOCIATES, an Arizona sole proprietorship, whose
identity was proven to me on the basis of satisfactory evidence to be the person who he/she
claims to be, and acknowledged that he/she signed the above document on behalf of the
proprietorship.

Notary Public in and for the State of Arizona

(Affix notary seal here)

EXHIBIT 1
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KEVIN KELLOGG & ASSOCIATES
D/B/A
KELLOGG + ASSOCIATES

[Additional Scope of Work and Fee Proposal]

See following page.

CONTRACT AMENDMENT

Client: City of Avondale
Date: April 28, 2015
Project: Legacy Avondale Housing
Hill Drive, Avondale, AZ
Job Number: 12060
For: PHASE 2 construction contract administration of units 4 and 5

Description:

Services to be performed per the scope of work described below. This amends the original contract, dated 10/2013.

Additional Services not listed herein but requested by the owner are to be compensated on a case-by-case stipulated sum basis. **Consultants**, if required, shall be billed as reimbursable expenses. All additional services shall be approved in writing by the owner prior to commencement of service.

Scope of Work and Fee:

Shall consist of:

1. Provide Bid Documents to Phase 1 Contractor. Bid Documents shall consist of plans as approved by the City of Avondale, including revisions made during phase 1, and a finish summary of products.
2. Review Bids, Subcontractor Bids and Construction Contract and advise owner on completeness.
3. Provide Construction Contract Administration, including 16 site visits, one per week, in a scheduled 4 month construction duration, and 3 final site visits to prepare a punch list and confirm completion off all tasks.
4. Extension of the construction duration in excess of 30 days will require a contract amendment for additional services.

Construction Administration for Units 4 and 5. NTE \$22,400.00

No printing expenses are included. All documentation will be provided in electronic format.

Authorization is hereby granted to proceed with the work as described above.

Authorized Signature

Date



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3250-515 Intergovernmental Agreement with ADOT for the Traffic Sign Management System Project

MEETING DATE:

5/18/2015

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 an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation (ADOT) for design, procurement, and construction of the sign management system project, and authorize the Mayor and City Clerk to execute the necessary documents.

BACKGROUND:

On June 2, 2014, City Council approved Resolution 3191-614 – IGA with ADOT for the Development of a Traffic Sign Management System. This IGA was for Phase 1 of this project, which included the inventory of signs within the City to develop a sign management system, with a total cost of \$115,000.

Because of procurement issues at the State level, Phase 1 (e.g. the sign inventory) was not able to be accomplished this fiscal year. To avoid losing the funding, ADOT determined that (i) Phase 1 monies that were to be expended in FY15 would be utilized for Phase 2 activities (e.g. to purchase and install signs) and (ii) the Phase 1 IGA and this Phase 2 IGA would not require amendments to reflect the revised funding strategy. The work that was to be completed in Phase 1 (the sign inventory) will now be completed in conjunction with the remaining Phase 2 activities in FY16. The funding associated with Phase 1 and 2 Scopes of Work will remain unchanged. The completion date for Phase 1 activities will be revised from FY15 to FY16.

Maricopa Association of Governments (MAG) has programmed this next phase of the sign management system project for additional Highway Safety Improvement Program (HSIP) funding in FY15-16. In order to receive federal funding for this additional phase, an IGA is necessary. The new IGA will allow for the completion of the Phase 1 scope of work (the sign inventory) and the remaining scope of work for Phase 2 (purchase and installation of signs).

DISCUSSION:

The purpose of the IGA is to designate the State as the City's authorized agent to obtain federal funds for the continued development of a sign management system, including procurement and installation of regulatory, warning, and street name signs expected to degrade below the minimum levels of retroreflectivity based on the expected sign life management method.

The IGA proposes the following terms of agreement:

ADOT will be responsible to submit all documentation required to FHWA with the recommendation that funding be approved for procurement and installation of equipment and or services and request the maximum programmed federal funds for this Project. If the IGA is approved, ADOT will proceed to administer design, procurement, construction, advertisement for, and receipt and opening of bids, subject to the concurrence of the City to whom the award is made. ADOT will enter into contract(s) with a firm(s) for the construction of the Project.

The City will be responsible for all costs incurred in performing and accomplishing the work that is not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs and payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State. Avondale also must certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, have been removed from the proposed right-of-way, or will be removed prior to the start of construction. Upon notification of Project completion from the State, Avondale agrees to accept, maintain and assume full responsibility of the Project.

BUDGET IMPACT:

Funding for this Project is included in the proposed budget for FY 2015-16 under the One Time Project Funds Line item 322-1349-00-8420, Avondale Sign Management System and Sign Upgrade.

- Phase 2 is funded in FY15-16 at \$222,000.
- Phase 3 is funded in FY16-17 at \$207,000.
- Phase 4 is funded in FY 17-18 at \$216,600.

The State will reimburse the City 100% of design, procurement, and/or construction costs within 30 days of receipt of invoice and approval of invoice under this Agreement.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for design, procurement, and construction of the sign management system project, and authorizing the Mayor and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3250-515 IGA with ADOT - Sign Management](#)

RESOLUTION NO. 3250-515

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE INSTALLATION OF A TRAFFIC SIGN MANAGEMENT SYSTEM.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, relating to the purchase and installation of traffic control devices (the “Agreement”) 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 Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 18, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3250-515

[Agreement]

See following pages.

ADOT File No.: IGA/JPA 14-0004646-I
AG Contract No.: P00120143419
Project: Sign Management System &
Sign Upgrade
Section: Within City Limits
Federal-aid No.: AVN-0(217)T
ADOT Project No.: SH62701C
**TIP/STIP No.: AVN15-102, AVN16-
410, AVN17-470**
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF AVONDALE

THIS AGREEMENT is entered into this date, _____, 2015, pursuant to the 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" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Congress has established the Highway Safety Improvement Program (HSIP) as a core federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified systematic improvements within the City as eligible for this funding.

4. The purpose of this Agreement between the State and the City is to allow the State to acquire federal funds for this ongoing project for the continued development of a sign management system and for the purchase and installation of replacement and regulatory, warning and other applicable MUTCD (2009 Manual Uniform Traffic Control Devices) at various locations within the City limits, hereinafter referred to as the "Project". The City will coordinate with the State during the procurement process as ADOT Procurement contract(s) will be utilized and an authorized supplier will provide and install the equipment and services as outlined in the contract and approved plans to complete this project with the aid and consent of the State and the FHWA.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SH627 01D PMDR (Project Management Design Review Costs)

Local funds @ 100%	\$ 30,000.00
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SH627 01C (construction):

Federal-aid funds @100%**	<u>\$ 192,000.00</u>
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Estimated TOTAL FY15 Project Cost	\$ 222,000.00
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** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, prior to performing or authorizing **any** work, invoice the City for the initial PMDR costs, currently estimated at **\$30,000.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. Invoice the City in increments of \$5,000.00 to cover projected PMDR costs if, additional funding from the City is required. Once the costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual PMDR costs.

d. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for procurement and installation of equipment and or services. Request the maximum federal funds programmed for this Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

e. Upon execution of this Agreement and FHWA authorization, coordinate with the City regarding the specifics of the equipment to be ordered and installed to best ensure the requirements of the Project are met. Enter into a contract(s) with the authorized supplier(s) to whom the award is made for the purpose of the Project.

f. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all pre-construction and construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

g. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

h. Verify installation of equipment was performed and completed in compliance with FHWA requirements, upon notification of installation of equipment by the City.

2. The City will:

a. Upon execution of the Agreement, designate the State as authorized agent for the City.

b. Within thirty (30) days of receipt of an invoice from the State pay the initial PMDR costs, estimated at **\$30,000.00**. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual PMDR costs of the Project.

c. Coordinate with the State during the procurement process of the Project.

d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City if applicable.

f. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

g. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

h. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

i. Maintain all Project improvements for the entire life of the equipment.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days' written notice to the

other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain or complete the Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of the work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by the Federal Highway Administration (FHWA), as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. 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

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Avondale
David W. Fitzhugh, City Manager
11465 W. Civic Center Drive
Avondale, Arizona 85323
(623) 333-1000

For Financial Matters:

Abbe Yacoben, Director of Finance and
Budget Department
11465 W. Civic Center Drive
Avondale, Arizona 85323
Phone No. (623) 333-2000

With copy to:
Gust Rosenfeld, P.L.C.
Attn: Andrew J. McGuire, Esq.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
(602) 257-7664

15. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

17. 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 Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By _____
KENNETH N. WEISE
Mayor

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

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental 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 Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

DATED this _____ day of _____, 2015.

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3253-515 - City of Avondale
Wayfinding System Master Plan

MEETING DATE:

5/18/2015

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

Staff is requesting Council consider a resolution adopting the Wayfinding System Master Plan. The Wayfinding System Plan includes specifications for gateway monuments, directional, and pedestrian signs. The plan includes a colorful palette integrating the Avondale "Avi" logo and identity. The wayfinding plan represents an opportunity to reinforce the results of the branding campaign of an Aspiring, Achieving, and Accelerating community.

BACKGROUND:

Following the implementation of the City's branding campaign, the Development and Engineering Services Department received a supplemental funding amount of \$100,000 to complete the Wayfinding Master Plan and install the first phase of the signs upon City Council approval.

The City hired Alta Planning and Design to prepare a master plan for the design, fabrication, and installation of the gateway and wayfinding signs in the City.

The intent of the plan is to provide easily understood directional signage and wayfinding throughout the City for residents, visitors, and tourists. The directional signs will also provide information regarding routes to the City's points of pride, major destinations, and promote the Avi brand logo throughout the City.

On February 11, 2015 the City held a community meeting to present three design concepts. Boards showing each of the designs were available for viewing and public comment.

The draft plan with the three concepts was presented to the City Council on March 2, 2015. Option 2 identified as "Ground Contemporary" featuring the Avi colors of purple and green was chosen as the official design. During the meeting City Council also provided direction to begin implementation of Phase 1 to include the first Gateway Monument sign on Avondale Blvd, south of the I-10, and four Roadway Directional Signs. Installation is planned for this summer.

DISCUSSION:

The intent of the Master Plan is to provide easily understood directional signing and wayfinding throughout the City for residents, visitors, tourist, and new residential community developments. The complete vision for wayfinding system includes gateway monuments, vehicular, bicycle, and pedestrian directional signs, as well as banners welcoming residents and visitors to Avondale while orienting them to local destinations.

Banner signage will help demarcate and celebrate districts and corridors such as Historic Avondale's Creative Arts District by notifying pedestrians, cyclists, and motorists that they have entered into a special area or specific part of the City. Five banner graphics are designed to designate: Shopping and dining; Explore Nature; Creative Arts; Learning and Exploring; City Center.

The signs when installed will enhance the City's entry gateway points, while promoting the Avondale "Avi" story. In addition to the banners, three illustrative designs integrated into Avondale's history will depict Cotton, Racing and Higher Education at specific areas throughout the City. These illustrations align well with Avondale's priority destinations such as City Center, Civic Center, Historic Corridor, Phoenix International Raceway (PIR), and Estrella Community College (EMCC).

BUDGET IMPACT:

Funding for this project is available in Line Item No. 101-5400-6180, \$50,000 for the Wayfinding System Plan, and Line Item No. 101-5400-6790, \$50,000 for the Construction and Installation. Construction and Installation expenditures will be approved by a separate process in accordance with the City Code.

Based on future funding availability additional sign installations identified in the master plan will be phased over the next few years.

RECOMMENDATION:

Staff is recommending City Council adoption of a resolution adopting the City of Avondale Wayfinding System Master Plan.

ATTACHMENTS:

Description

[Resolution 3252-515 City of Avondale Wayfinding System Master Plan](#)

Resolution 3253-515 - Adoption of Wayfinding System
Master Plan

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36224>



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1580-515 - Authorizing the Sale of
Real Property located at the Northwest corner of
Encanto and Avondale Blvd

MEETING DATE:

5/18/2015

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

Staff requests that City Council approve an agreement of sale of approximately 9.83 acres of certain real property located at the northwest corner of Avondale Blvd and Encanto Blvd to Pinnacle Land Development LLC in the amount of \$800,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

Several years ago the City planned a Capital Improvement Project for the construction of a new community center to be located at the northwest corner of Avondale and Encanto Boulevards. However, in lieu of constructing the community center, the City constructed a multi-purpose sports facility, American Sports Center (ASC), in the heart of the City Center. Therefore, the City has identified this parcel as one that is no longer needed but is an opportunity to enhance residential development activity north of the I-10 Freeway.

DISCUSSION:

The City owns an approximate 9.8 acre piece of land located at the northwest corner of Avondale and Encanto Boulevards (APN 501-74-888). In keeping with City Council's goal of Community Development/Economic Development and striving to make Avondale a "City of Choice", staff has been working with investors and the development community on cultivating this vacant property.

The City has received an offer from Pinnacle Land Development (Pinnacle) for the purchase of the City owned property to construct a single family home development.

An appraisal of the property was completed and the fair market value was determined to be \$800,000. Pinnacle has agreed to the purchase price and within five days after the execution of the Purchase Agreement, will deposit \$10,000 into escrow.

Upon the sale of the property, the new owner will be required to rezone the property to Planned Area Development which will in turn provide the City with additional shovel ready property available for single family residential development. Pinnacle will also be required to enter into a Development Agreement planned to come before Council this summer.

BUDGET IMPACT:

The proceeds of the sale will be deposited into the General Fund.

RECOMMENDATION:

Staff recommends that City Council adopt an ordinance authorizing the sale of certain real property located at the northwest corner of Avondale Blvd and Encanto Blvd to Pinnacle Land Development, LLC in the amount of \$800,000, and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:**Description**

[Ordinance No. 1580-515](#)

[Agreement of Sale - NWC Encanto and Avondale Blvds](#)

ORDINANCE NO. 1580-515

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY, GENERALLY LOCATED AT THE NORTHWEST CORNER OF AVONDALE BOULEVARD AND ENCANTO BOULEVARD.

WHEREAS, the City of Avondale (the “City”) is the owner of real property totaling ± 9.83 acres, Maricopa County Assessor’s Parcel Number 501-74-888, generally located at the northwest corner of Avondale Boulevard and Encanto Boulevard (the “Property”) as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interests may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title or interest it has in the Property.

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

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

SECTION 2. The sale of the Property is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Attorney and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, May 18, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1580-515

[Legal Description and Map of Property]

APN 501-74-888
NW CORNER AVONDALE BOULEVARD AND ENCANTO BOULEVARD
CITY OF AVONDALE

LEGAL DESCRIPTION

LOT 1, AS DEPICTED ON THE MINOR LAND DIVISION MAP, PROPERTY CONSOLIDATION, CITY OF AVONDALE, RECORDED IN BOOK 1042 PAGE 4 OF THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKED WITH RLS 21782 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 36 FROM WHICH A BRASS CAP IN HANDHOLE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 29 SECONDS EAST, A DISTANCE OF 2625.36 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 40.00 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 51 SECONDS WEST, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 26 MINUTES 51 SECONDS WEST, A DISTANCE OF 417.40 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 26 SECONDS EAST, A DISTANCE OF 841.03 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 51 SECONDS EAST, A DISTANCE OF 324.92 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 29 SECONDS EAST ALONG A LINE PARALLEL WITH AND 177.00 FEET WEST OF THE EAST LINE OF SAID SECTION 36 A DISTANCE OF 431.89 FEET;

THENCE SOUTH 89 DEGREES 21 MINUTES 30 SECONDS EAST, A DISTANCE OF 122.01 FEET TO A POINT 55.00 FEET WEST OF THE EAST LINE OF SAID SECTION 36;

THENCE SOUTH 00 DEGREES 03 MINUTES 29 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 55.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 1238.73 FEET;

THENCE SOUTH 41 DEGREES 41 MINUTES 53 SECONDS WEST, A DISTANCE OF 45.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 428,243 SQUARE FEET OR 9.83 ACRES, MORE OR LESS.



EXPIRES: JUNE 30, 2016

PARENT PARCEL DESCRIPTION
BEING PARCELS "X", "B", "C", "D" AND "E" AS DESCRIBED BELOW.

PARCEL "A":
A.K.A. PARCEL NO. 1, TRACT-2
BEING THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT AN ALUMINUM CAP MARKED WITH "521782" FOUND AT THE EAST QUARTER
CORNER OF SAID SECTION 36, FROM WHICH A BRASS CAP IN HANDHOLE FOUND AT THE
NORTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 39 SECONDS
WEST, A DISTANCE OF 2625.30 FEET;
THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST ALONG THE EASTERY LINE OF
THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 849.03 FEET;
THENCE DEPARTING SAID LINE, NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A
DISTANCE OF 33.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF AVONDALE
BOULEVARD (A.K.A. 119TH AVENUE, 15' R.O.W.) AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF
1441.0 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 418.83 FEET;
THENCE SOUTH 89 DEGREES 28 MINUTES 52 SECONDS EAST, A DISTANCE OF 144.01 FEET TO
A POINT ON THE SAID WESTERLY RIGHT OF WAY OF AVONDALE BOULEVARD;
THENCE SOUTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG SAID LINE, A DISTANCE OF
418.67 FEET TO THE POINT OF BEGINNING;
EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES AND METALS OF EVERY KIND AND
CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE
SUBSTANCES IN OR UNDER SAID LAND, AND ALSO

EXCEPT THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH
CONVENIENT WORKING AND EXTRACTION OF SUCH MINERALS AND SUBSTANCES RESERVED UNTO
THE STATE OF ARIZONA IN PATENT RECORDED IN BOOK 156 OF DEEDS, PAGE 39.

PARCEL "B":
A.K.A. PARCEL NO. 2, TRACT-1
BEING THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT AN ALUMINUM CAP MARKED WITH "521782" FOUND AT THE EAST QUARTER
CORNER OF SAID SECTION 36, FROM WHICH A BRASS CAP IN HANDHOLE FOUND AT THE
NORTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 39 SECONDS
WEST, A DISTANCE OF 2625.30 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST ALONG THE EAST-WEST
MID-SECTION LINE OF SAID SECTION 36, A DISTANCE OF 33.00 FEET;
THENCE DEPARTING SAID LINE, NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A
DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 216.40 FEET;
THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 848.03 FEET;
THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 71.91 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 71.91 FEET;
THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 13.00 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 144.01 FEET TO
A POINT ON THE WESTERLY RIGHT OF WAY OF AVONDALE BOULEVARD (A.K.A. 119TH AVENUE,
15' R.O.W.);
THENCE SOUTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG SAID LINE, A DISTANCE OF
811.03 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES AND METALS OF EVERY KIND AND
CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE
SUBSTANCES IN OR UNDER SAID LAND, AND ALSO

EXCEPT THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH
CONVENIENT WORKING AND EXTRACTION OF SUCH MINERALS AND SUBSTANCES RESERVED UNTO
THE STATE OF ARIZONA IN PATENT RECORDED IN BOOK 156 OF DEEDS, PAGE 39.

PARCEL "C":
A.K.A. PARCEL NO. 1, TRACT-3
BEING THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT AN ALUMINUM CAP MARKED WITH "521782" FOUND AT THE EAST QUARTER
CORNER OF SAID SECTION 36, FROM WHICH A BRASS CAP IN HANDHOLE AT THE NORTHEAST
CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A
DISTANCE OF 2625.30 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST ALONG THE EAST-WEST
MID-SECTION LINE OF SAID SECTION 36, A DISTANCE OF 249.42 FEET;
THENCE DEPARTING SAID LINE, NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A
DISTANCE OF 2625.17 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 253.01 FEET;
THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 675.86 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 253.01 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 675.86 FEET TO
THE POINT OF BEGINNING;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES AND METALS OF EVERY KIND AND
CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE
SUBSTANCES IN OR UNDER SAID LAND, AND ALSO

MINOR LAND DIVISION MAP

PROPERTY CONSOLIDATION
CITY OF AVONDALE
A PORTION OF THE NORTHEAST QUARTER OF SECTION 36 TOWNSHIP 2 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DESCRIPTION (CONTINUED)

EXCEPT THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH
CONVENIENT WORKING AND EXTRACTION OF SUCH MINERALS AND SUBSTANCES RESERVED UNTO
THE STATE OF ARIZONA IN PATENT RECORDED IN BOOK 156 OF DEEDS, PAGE 39.

PARCEL "D":
A.K.A. PARCEL NO. 1, TRACT-4
BEING THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT AN ALUMINUM CAP MARKED WITH "521782" FOUND AT THE EAST QUARTER
CORNER OF SAID SECTION 36, FROM WHICH A BRASS CAP IN HANDHOLE FOUND AT THE
NORTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 39 SECONDS
WEST, A DISTANCE OF 2625.30 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST ALONG THE EAST-WEST
MID-SECTION LINE OF SAID SECTION 36, A DISTANCE OF 249.42 FEET;
THENCE DEPARTING SAID LINE, NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A
DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, A DISTANCE OF 253.01 FEET;
THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 675.86 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 253.01 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 675.86 FEET TO
THE POINT OF BEGINNING;

EXCEPT ALL RIGHTS TO ANY AND ALL MINERALS, ORES AND METALS OF EVERY KIND AND
CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZERS, FOSSILS AND OTHER LIKE
SUBSTANCES IN OR UNDER SAID LAND, AND ALSO

EXCEPT THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH
CONVENIENT WORKING AND EXTRACTION OF SUCH MINERALS AND SUBSTANCES RESERVED UNTO
THE STATE OF ARIZONA IN PATENT RECORDED IN BOOK 156 OF DEEDS, PAGE 39.

LOT 1
A PORTION OF LAND SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN ALUMINUM CAP MARKED WITH "521782" FOUND AT THE EAST QUARTER
CORNER OF SAID SECTION 36, FROM WHICH A BRASS CAP IN HANDHOLE FOUND AT THE
NORTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 00 DEGREES 03 MINUTES 39 SECONDS
EAST, A DISTANCE OF 2625.36 FEET;
THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF SAID
SECTION 36, A DISTANCE OF 40.00 FEET;
THENCE NORTH 89 DEGREES 26 MINUTES 51 SECONDS WEST, A DISTANCE OF 85.00 FEET TO
THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 26 MINUTES 51 SECONDS WEST, A DISTANCE OF
417.40 FEET;
THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS EAST, A DISTANCE OF 841.03 FEET;
THENCE SOUTH 89 DEGREES 26 MINUTES 51 SECONDS EAST, A DISTANCE OF 324.92 FEET;
THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS EAST ALONG A LINE PARALLEL WITH AND
177.00 FEET WEST OF THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 431.89 FEET;
THENCE SOUTH 89 DEGREES 21 MINUTES 30 SECONDS EAST, A DISTANCE OF 122.01 FEET TO
A POINT 55.60 FEET WEST OF THE EAST LINE OF SAID SECTION 36;

THENCE SOUTH 00 DEGREES 03 MINUTES 39 SECONDS WEST ALONG A LINE PARALLEL WITH
AND 55.60 FEET WEST OF SAID EAST LINE, A DISTANCE OF 1238.81 FEET;
THENCE SOUTH 41 DEGREES 41 MINUTES 53 SECONDS WEST, A DISTANCE OF 48.19 FEET TO
THE POINT OF BEGINNING.

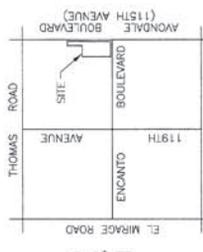
CONTAINS 428,243 SQUARE FEET OR 9.83 ACRES, MORE OR LESS.

GENERAL NOTES

1. THESE GENERAL NOTES GOVERN THE RIGHTS WITH THE BENEFIT OF A TITLE REPORT FROM STEWART TITLE COMPANY, CHECK NO. 08260125 DATED SEPTEMBER 15, 2008
2. ALL BEARINGS AND DISTANCES RESULT FROM ACTUAL FIELD MEASUREMENTS
3. THE LOCATION OF EXISTING INFRASTRUCTURE UTILITIES, IF ANY, MUST BE DETERMINED IN THE FIELD
4. PRELIMINARY DESCRIPTIONS ACQUIRED FROM ALTA SURVEY DATED SEPTEMBER 2005
5. ALL UTILITIES AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVBABLE TYPE FENCING.

OWNER

CITY OF AVONDALE
119TH AVENUE, SUITE 200
AVONDALE, AZ 85323
PHONE: 623-333-1000



PROPERTY ADDRESS

N/A

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF AVONDALE, AS OWNER, HAS SUBMITTED AS A "MINOR LAND DIVISION MAP" THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT, STREETS AND EASEMENTS CONSTITUTING THE SAME AND THAT THE CITY OF AVONDALE HAS AGREED TO ACCEPT SAID PLAT AND TO RECORD THE SAME WITH THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }
REFOUR ME THIS 16 DAY OF October 2009
APPEARED Maria Lopez Rogers, WHO ACKNOWLEDGED HIMSELF AS Mayor, OF THE CITY OF AVONDALE AND HERON, AFTER REPRESENTATION OF PROPER AUTHORITY, EXECURED THIS INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

Maria Lopez Rogers
DATE 10/16/2009

Janice Opat
DATE 10/16/2009
MY COMMISSION EXPIRES



APPROVED

BY THE COMMISSIONER OF THE CITY OF AVONDALE, ARIZONA, THIS 14 DAY OF September 2009.

Maria Lopez Rogers
DATE 10-16-2009

Carrie Mattingly
DATE 10-7-09

Sharon McDermott
DATE 10/16/09

CITY OF AVONDALE ENGINEERING DEPARTMENT

SURVEYOR'S CERTIFICATION

THIS PLAT IS BASED UPON AN ACTUAL SURVEY PERFORMED ON THE GROUND AND REPRESENTS THE CONDITIONS AS SURVEYED DURING THE MONTH OF JUNE, 2009.



Heber Purcell
DATE 7/20/09
RANDALL J. BELVEY, R.L.S.-48354

BOOK 1042 PAGE 4
OFFICIAL PUBLIC RECORDS
MARICOPA COUNTY RECORDER
HEBER PURCELL
2009 - 1010847
11/02/2009 12:29 PM



17500 N. Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020
P 602.957.1155
F 602.957.2838
www.dibblecorp.com

MINOR LAND DIVISION MAP
PROPERTY CONSOLIDATION
A PORTION OF THE NE 1/4 OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 1 WEST
GILA AND SALT RIVER BASE AND MERIDIAN

PROJECT NO. 10-0840	DATE: 07/29/09	SCALE: AS SHOWN
SURVEYED: JUNE 2009	DRAWN: JLD	REVIEWED: RJB
FIELD WORK: AM, DB		
REVISIONS:		

Agreement of Sale – Pinnacle Land Development

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36223>



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1581-515 - Acquisition of Real
Property for Dysart Road Improvement Project -
Van Buren Street to MC85

MEETING DATE:

5/18/2015

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 an ordinance authorizing the dedication, purchase or condemnation of real property for the Dysart Road Improvement Project, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On December 1, 2014, City Council approved a contract for the construction of the electrical and communication trench that will allow for the undergrounding of the 12kv power along Dysart Road from Van Buren Street to Western Avenue (Phase 1). Also included in the scope of work for this contract is the installation of new streetlights. The addition of the streetlights, in conjunction with the proposed pedestrian pathway improvements along the corridor (Phase 2), requires the City to acquire additional rights-of-way.

DISCUSSION:

The following is a summary of the required rights-of-way and their respective Assessor Parcel Numbers (APNs):

<u>APN#</u>	<u>Location</u>	<u>ROW Description</u>
500-20-005A	Southwest Corner of Dysart Road and Riley Drive	5'x 5' ROW triangle approximately 12 s.f. in area
500-20-019C	Northeast Corner of Dysart Road and Hill Drive	20'x 8' ROW triangle approximately 72 s.f. in area
500-22-002E	Northeast Corner of Dysart Road and Riley Drive	5'x 5' ROW triangle approximately 12 s.f. in area.

500-22-016	Northeast Corner of Dysart Road and Brinker Drive	5'x 5' ROW triangle approximately 12 s.f. in area
500-23-037A	Northeast Corner of Dysart Road and Washington Street	curved piece of ROW approximately 88 s.f. in area
500-23-038	Southeast Corner of Dysart Road and Washington Street	Curved piece of ROW approximately 90 s.f. in area

BUDGET IMPACT:

Funding for the dedication, purchase or condemnation and associated legal fees for the acquisition of real property is available in CIP Street Fund Line Item No. 322-1345-00-8420, Dysart Road Improvement Project, Van Buren Street to MC85. The total cost for acquisition of all six (6) ROW parcels is estimated to be \$8,000.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing the dedication, purchase or condemnation of real property for the Dysart Road Improvement Project, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:

Description

[Ordinance 1581-515 - Acquisition of Real Property](#)

ORDINANCE NO. 1581-515

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property generally located on Dysart Road from Hill Drive to Washington Street for the Dysart Road pedestrian and bicycle pathway project.

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

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

SECTION 2. The acquisition, by purchase, condemnation or dedication of real property totaling \pm 0.001653 acres, generally located west of Dysart Road and north of Hill Drive, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Dysart Center ROW”), is hereby authorized.

SECTION 3. The acquisition, by purchase, condemnation or dedication of real property totaling \pm 0.000275 acres, generally located west of Dysart Road and south of Riley Drive, as more particularly described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Brown ROW”), is hereby authorized.

SECTION 4. The acquisition, by purchase, condemnation or dedication of real property totaling \pm 0.000275 acres, generally located east of Dysart Road and north of Riley Drive, as more particularly described and depicted on Exhibit C attached hereto and incorporated herein by reference (the “Minshall ROW”), is hereby authorized.

SECTION 5. The acquisition, by purchase, condemnation or dedication of real property totaling \pm 0.000275 acres, generally located east of Dysart Road and north of Brinker Drive, as more particularly described and depicted on Exhibit D attached hereto and incorporated herein by reference (the “West Valley Pawn ROW”), is hereby authorized.

SECTION 6. The acquisition, by purchase, condemnation or dedication of real property totaling ± 0.002066 acres, generally located east of Dysart Road and south of Washington Street, as more particularly described and depicted on Exhibit E attached hereto and incorporated herein by reference (the “Dillman ROW”), is hereby authorized.

SECTION 7. The acquisition, by purchase, condemnation or dedication of real property totaling ± 0.002020 acres, generally located east of Dysart Road and north of Washington Street, as more particularly described and depicted on Exhibit F attached hereto and incorporated herein by reference (the “Mendez ROW”), is hereby authorized.

SECTION 8. In the event a negotiated purchase cannot be reached for the Dysart Center ROW, Brown ROW, Minshall ROW, West Valley Pawn ROW, Dillman ROW or Mendez ROW, the City Attorney is hereby authorized to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of said real property at the earliest possible date.

SECTION 9. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 10. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, May 18, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1581-515

[Legal Description and Map of Dysart Center ROW]

See following pages.

**LEGAL DESCRIPTION
NEW ROAD RIGHT OF WAY
NORTHWEST CORNER HILL DRIVE & DYSART ROAD
(PART OF APN 500-20-019C)**

A triangular portion of Lot 29 of the Irving Place Plat Recorded in Maricopa County Recorders Office (MCR) Book 28, page 24, said Lot 29 referenced in deed MCR Instrument no. 2014-0189703, being located in the southeast quarter (SE1/4) of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the southeast corner of said Section 10, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in MCR Book 1181, page 12, from which for a bearing reference the east quarter corner of said Section 10, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears North 00° 01' 11" East, 2644.67 feet;

Thence along the east line of said Section 10, North 00° 01' 11" East, 502.42 feet;

Thence leaving perpendicular to said east line, North 89° 58' 49" West, 40.00 feet to the west line of the east 40.00 feet of said Section 10, also being the west line of the 1961, 7.00 feet wide, road right of way easement recorded in MCR Docket 3969, page 525, and the POINT OF BEGINNING;

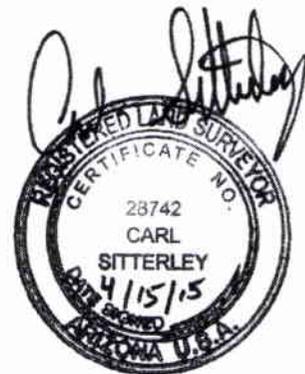
Thence along said west lines, North 00° 01' 11" East, 07.44 feet;

Thence leaving said west lines, South 69° 10' 17" West, 20.73 feet to the south line of said Lot 29;

Thence along said south line, South 89° 47' 34" East, 19.37 feet back to the POINT OF BEGINNING;

Triangular parcel contains 072 square feet or 0.001653 acres more or less.

Exhibit Map attached and made a part hereon.



Expires 03/31/2016

EXHIBIT MAP

NEW RIGHT OF WAY

A PORTION OF DEED
 MCR 2014-0189703
 APN 500-20-019C
 SECTION 10, T 1 N, R 1 W

LEGEND

APN=ASSESSOR
 PARCEL
 NUMBER

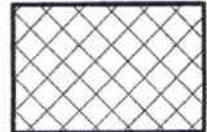
MCR=MARICOPA
 COUNTY
 RECORDERS

P.O.B.=POINT
 OF
 BEGINNING

R/W = RIGHT OF
 WAY

ESMT. = EASEMENT

PROPOSED
 NEW
 R/W



EAST QUARTER CORNER
 SECTION 10
 CITY OF AVONDALE
 BRASS CAP IN HANDHOLE
 PER MCR 1181-12

WEST LINE 1961
 7' WIDE ROAD
 R/W ESMT. PER
 MCR DOCKET 3969
 PAGE 525

LOT 27

LOT 29
 IRVING PLACE PLAT
 MCR BOOK 28,
 PAGE 24

BUILDING SET-
 BACK LINE PER
 MCR DOCKET 711,
 PAGE 139

40'
 R/W

DYSART ROAD

40'
 R/W

SECTION
 LINE

2644.67'

20.73'
 S69°10'17"W

7.44'
 N00°01'11"E

19.37'
 S89°47'34"E

N89°58'49"W
 40.00'
 TIE BEARING

P.O.B.

25' R/W

SOUTH LINE
 GRANTOR
 OWNERSHIP

25' R/W

HILL DRIVE

502.42'

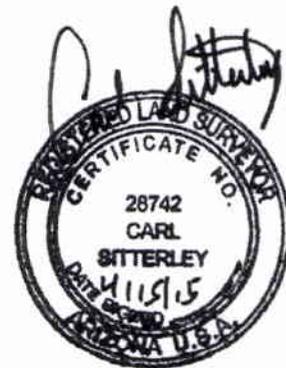
N00° 01' 11"E
 (BASIS OF BEARING)

WIDTH
 VARIES
 R/W

CRS

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

POINT OF COMMENCING
 SOUTHEAST CORNER
 SECTION 10, CITY OF
 AVONDALE BRASS CAP
 IN HANDHOLE
 PER MCR 1181-12



EXPIRES 03/31/2016

EXHIBIT B
TO
ORDINANCE NO. 1581-515

[Legal Description and Map of Brown ROW]

See following pages.

**LEGAL DESCRIPTION
NEW ROAD RIGHT OF WAY
SOUTHWEST CORNER RILEY DRIVE & DYSART ROAD
(PART OF APN 500-20-005A)**

A triangular portion of Lot 01 of the Irving Place Plat Recorded in Maricopa County Recorders Office (MCR) Book 28, page 24, said Lot 1 referenced in 1975 deed MCR Docket 11178, page 586, being located in the southeast quarter (SE1/4) of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the southeast corner of said Section 10, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in MCR Book 1181, page 12, from which for a bearing reference the east quarter corner of said Section 10, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears North 00° 01' 11" East, 2644.67 feet;

Thence along the east line of said Section 10, North 00° 01' 11" East, 1292.47 feet;

Thence leaving perpendicular to said east line, North 89° 58' 49" West, 40.00 feet to the west line of the east 40.00 feet of said Section 10, also being the west line of the 1961, 7.00 feet wide, road right of way easement recorded in MCR Docket 3969, page 525, and the POINT OF BEGINNING;

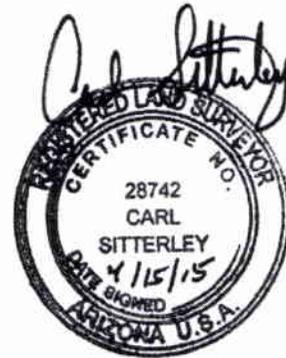
Thence along said west lines, South 00° 01' 11" West, 05.00 feet;

Thence leaving said west lines, North 44° 53' 11" West, 07.08 feet to the north line of said Lot 1;

Thence along said north line, South 89° 47' 34" East, 05.00 feet back to the POINT OF BEGINNING;

Triangular parcel contains 012 square feet or 0.000275 acres more or less.

Exhibit Map attached and made a part hereon.



Expires 03/31/2016

EXHIBIT MAP NEW RIGHT OF WAY

A PORTION OF DEED
1975 MCR DOCKET 11178,
PAGE 586
APN 500-20-005A
SECTION 10, T 1 N, R 1 W

LEGEND

APN=ASSESSOR
PARCEL
NUMBER

MCR=MARICOPA
COUNTY
RECORDERS

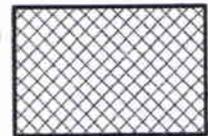
P.O.B.=POINT
OF
BEGINNING

R/W = RIGHT OF
WAY

ESMT. = EASEMENT

SCALE
1"=20'

PROPOSED
NEW
R/W

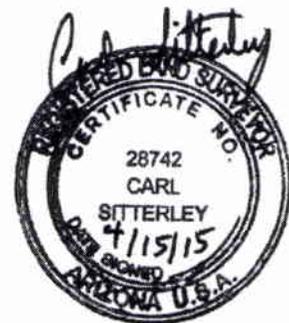


5.00' P.O.B.
S89°47'34"E

DETAIL
PROPOSED
NEW R/W

N44°53'11"W
7.08'
S00°01'11"W
5.00'

SCALE
1"=05'



EXPIRES 03/31/2016

EAST QUARTER CORNER
SECTION 10
CITY OF AVONDALE
BRASS CAP IN HANDHOLE
PER MCR 1181-12

30' R/W

30' R/W

RILEY DRIVE

NORTH LINE
GRANTOR
OWNERSHIP

P.O.B.

SECTION
LINE

2644.67'

N89°58'49"W
40.00'
TIE BEARING

40'
R/W

BUILDING SET-
BACK LINE PER
MCR DOCKET 711,
PAGE 139 &
MCR DOCKET 63,
PAGE 479

LOT 01
IRVING PLACE PLAT
MCR BOOK 28,
PAGE 24

DETAIL
PROPOSED
NEW R/W

DYSART ROAD

1292.47'

N00° 01' 11"E
(BASIS OF BEARING)

LOT 03

WEST LINE 1961
7' WIDE ROAD
R/W ESMT. PER
MCR DOCKET 3969
PAGE 525

LOT 05

CRS

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

POINT OF COMMENCING
SOUTHEAST CORNER
SECTION 10, CITY OF
AVONDALE BRASS CAP
IN HANDHOLE
PER MCR 1181-12

EXHIBIT C
TO
ORDINANCE NO. 1581-515

[Legal Description and Map of Minshall ROW]

See following pages.

**LEGAL DESCRIPTION
NEW ROAD RIGHT OF WAY
NORTHEAST CORNER RILEY DRIVE & DYSART ROAD
(PART OF APN 500-22-002E)**

A triangular portion of the parcel referenced in deed Maricopa County Recorders Office (MCR) Instrument no. 2003-1087034, being located in the northwest quarter of the southwest quarter (NW1/4,SW1/4) of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the southwest corner of said Section 11, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in MCR Book 1181, page 12, from which for a bearing reference the west quarter corner of said Section 11, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears North 00° 01' 11" East, 2644.67 feet;

Thence along the west line of said Section 11, North 00° 01' 11" East, 1352.21 feet;

Thence leaving perpendicular to said west line, South 89° 58' 49" East, 40.00 feet to the east line of the west 40.00 feet of said Section 11, also being the east line of the 1958, 7.00 feet wide, road right of way recorded in MCR Docket 2415, page 151, and the POINT OF BEGINNING;

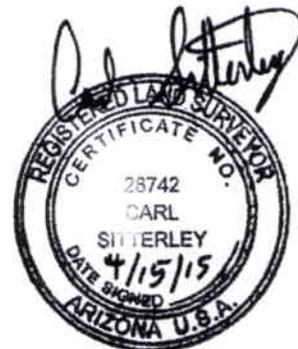
Thence along said east lines, North 00° 01' 11" East, 05.00 feet;

Thence leaving said east lines, South 44° 53' 31" East, 07.08 feet to the south line of said parcel recorded in deed MCR Instrument no. 2003-1087034;

Thence along said south line, North 89° 48' 13" West, 05.00 feet back to the POINT OF BEGINNING;

Triangular parcel contains 012 square feet or 0.000275 acres more or less.

Exhibit Map attached and made a part hereon.



Expires 03/31/2016

EXHIBIT MAP NEW RIGHT OF WAY

A PORTION OF DEED
MCR 2003-1087034
APN 500-22-002E
SECTION 11, T 1 N, R 1 W

WEST QUARTER CORNER
SECTION 11
CITY OF AVONDALE
BRASS CAP IN HANDHOLE
PER MCR 1181-12

EAST LINE 1958
7' WIDE ROAD
R/W PER MCR
DOCKET 2415,
PAGE 151

SOUTH LINE
GRANTOR
OWNERSHIP

2644.67'

40'
R/W

S89°58'49"E
40.00'
TIE BEARING

DETAIL
PROPOSED
NEW R/W

RILEY
DRIVE

P.O.B.

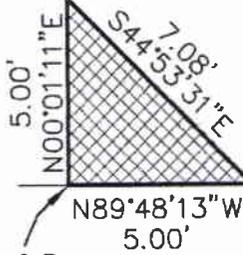
30'

CENTERLINE
RILEY DRIVE
AND 1/16TH
SECTION ALIQUOT
LINE

35.98'

30'

DETAIL
PROPOSED
NEW R/W
SCALE
1"=05'



SECTION
LINE

1352.21'

40'
R/W

DYSART ROAD

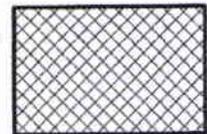


SCALE
1"=20'

LEGEND

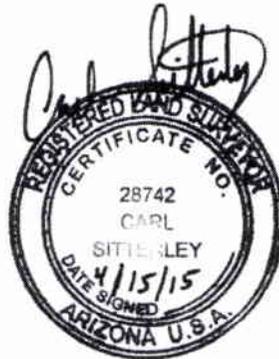
- APN=ASSESSOR
PARCEL
NUMBER
- MCR=MARICOPA
COUNTY
RECORDERS
- P.O.B.=POINT
OF
BEGINNING
- R/W = RIGHT OF
WAY
- ESMT. = EASEMENT

PROPOSED
NEW
R/W



(BASIS OF BEARING)
N00° 01' 11"E

POINT OF COMMENCING
SOUTHWEST CORNER
SECTION 11, CITY OF
AVONDALE BRASS CAP
IN HANDHOLE
PER MCR 1181-12



EXPIRES 03/31/2016

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

EXHIBIT D
TO
ORDINANCE NO. 1581-515

[Legal Description and Map of West Valley Pawn ROW]

See following pages.

**LEGAL DESCRIPTION
NEW ROAD RIGHT OF WAY
NORTHEAST CORNER BRINKER DRIVE & DYSART ROAD
(PART OF APN 500-22-016)**

A triangular portion of Tract "A" of the Bachman Acres Plat Recorded in Maricopa County Records Office (MCR) Book 317, page 50, said Tract "A" referenced as Parcel no. 2 in the parcels referenced in deed MCR Instrument no. 2011-0214446, being located in the northwest quarter of the southwest quarter (NW1/4,SW1/4) of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the southwest corner of said Section 11, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in MCR Book 1181, page 12, from which for a bearing reference the west quarter corner of said Section 11, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears North 00° 01' 11" East, 2644.67 feet;

Thence along the west line of said Section 11, North 00° 01' 11" East, 1923.22 feet;

Thence leaving perpendicular to said west line, South 89° 58' 49" East, 40.00 feet to the east line of the west 40.00 feet of said Section 11, also being the east line of the 1958, 7.00 feet wide, road right of way recorded in MCR Docket 2415, page 153, also being the southwest corner of said Tract "A" (said Parcel no. 2) and the POINT OF BEGINNING;

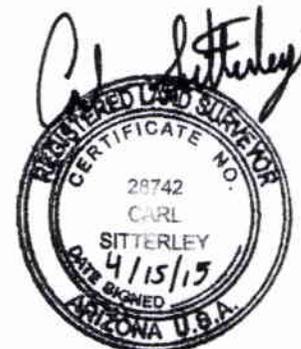
Thence along said east line also being the west line of said Tract "A" (said Parcel no. 2), North 00° 01' 11" East, 05.00 feet;

Thence leaving said east line and west Tract "A" line, South 44° 46' 30" East, 07.10 feet to the south line of said Tract "A", being said Parcel no. 2 recorded in deed MCR Instrument no. 2011-0214446;

Thence along said south line, North 89° 34' 11" West, 05.00 feet back to the POINT OF BEGINNING;

Triangular parcel contains 012 square feet or 0.000275 acres more or less.

Exhibit Map attached and made a part hereon.



Expires 03/31/2016

EXHIBIT MAP NEW RIGHT OF WAY

A PORTION OF DEED
MCR 2011-0214446
APN 500-22-016
SECTION 11, T 1 N, R 1 W

LEGEND

APN=ASSESSOR
PARCEL
NUMBER

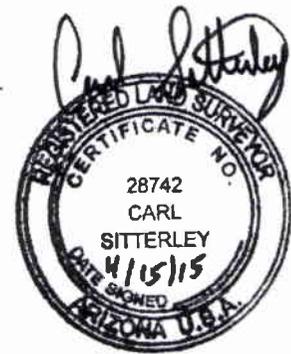
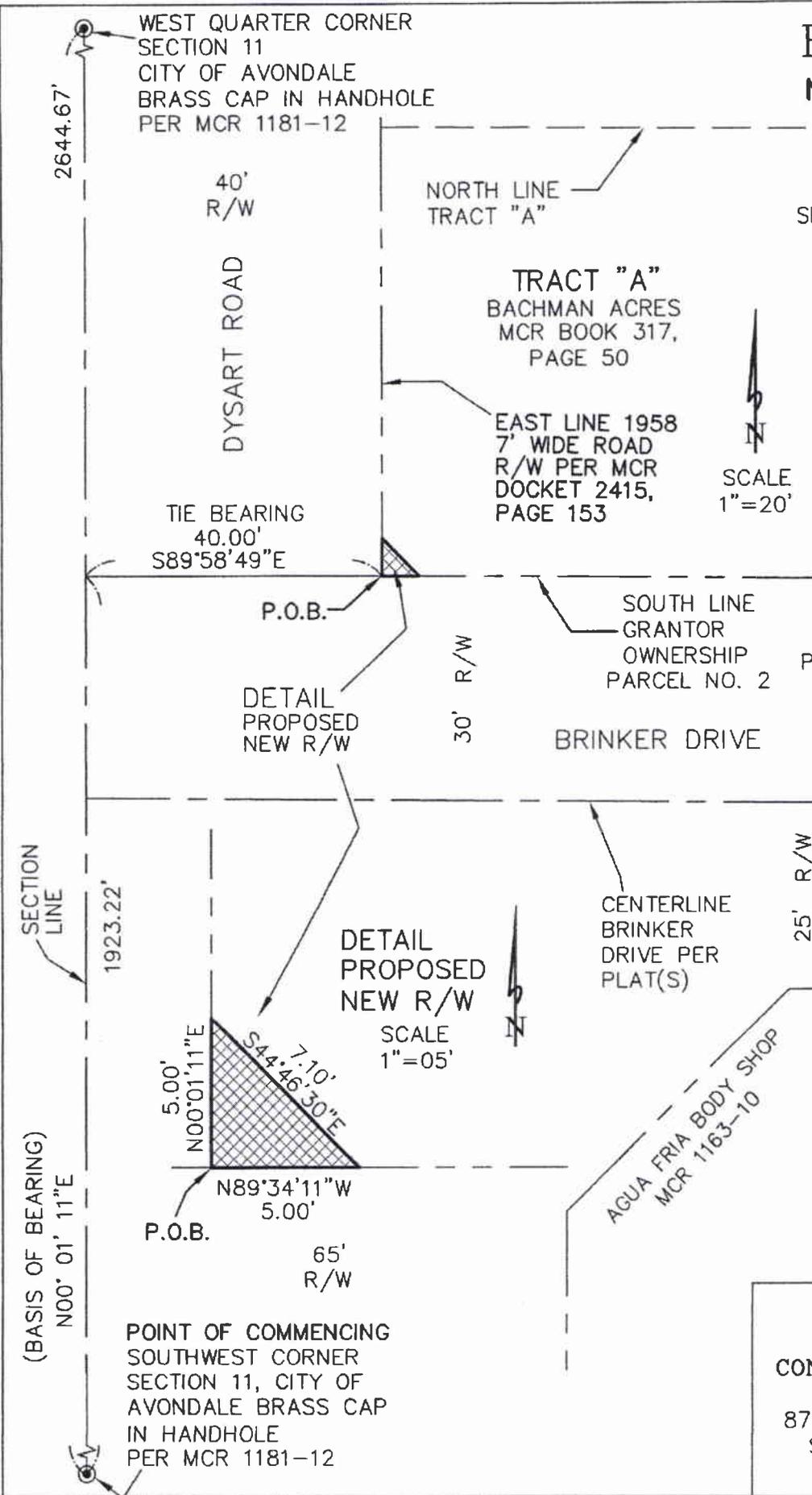
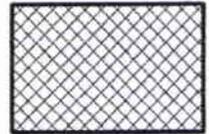
MCR=MARICOPA
COUNTY
RECORDERS

P.O.B.=POINT
OF
BEGINNING

R/W = RIGHT OF
WAY

ESMT. = EASEMENT

PROPOSED
NEW
R/W



EXPIRES 03/31/2016

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

EXHIBIT E
TO
ORDINANCE NO. 1581-515

[Legal Description and Map of Dillman ROW]

See following pages.

LEGAL DESCRIPTION
NEW ROAD RIGHT OF WAY
SOUTHEAST CORNER WASHINGTON STREET & DYSART ROAD
(PART OF APN 500-23-038)

A triangular portion of Tract "B" of the Cielos Patricia Unit 1 Plat Recorded in Maricopa County Recorders Office (MCR) Book 155, page 31, said Tract "B" referenced in the parcel deed MCR Instrument no. 1994-0800593, being located in the northwest quarter (NW1/4) of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the west quarter corner of said Section 11, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in MCR Book 1181, page 12, from which for a bearing reference the northwest corner of said Section 11, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears North 00° 00' 10" West, 2646.82 feet;

Thence along the west line of said Section 11, North 00° 00' 10" West, 1212.85 feet to the intersection of the Washington Street centerline per said Cielos Patricia Unit 1 plat;

Thence leaving said west line, along said Washington Street centerline South 88° 21' 55" East, 60.73 feet;

Thence leaving perpendicular to said centerline line, South 01° 38' 05" West, 25.00 feet to the north line of said Tract "B" and the POINT OF BEGINNING;

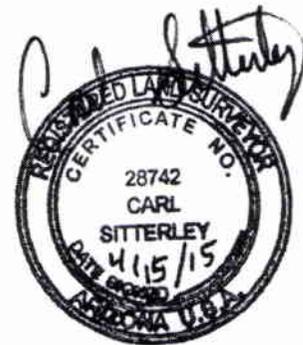
Thence along said north Tract "B" line, North 88° 21' 55" West, 07.65 feet to a tangent curve concave southeasterly, having a radius of 12.00 feet;

Thence continuing along said north Tract "B" line, southwesterly along said tangent curve, an arc length of 19.19 feet, subtended by an angle of 91° 38' 15", to the tangent west line of said Tract "B", said tangent line also being the east line of the 1958, 7.00 feet wide, road right of way recorded in MCR Docket 2415, page 161, and the east line of the west 40.00 feet of said northwest quarter of Section 11;

Thence leaving said east lines and west Tract "B" line, North 59° 29' 47" East, 23.20 feet back to the said north line of Tract "B", and back to the POINT OF BEGINNING;

Triangular parcel contains 090 square feet or 0.002066 acres more or less.

Exhibit Map attached and made a part hereon.



Expires 03/31/2016

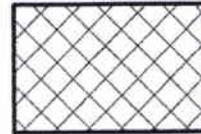
EXHIBIT MAP NEW RIGHT OF WAY

A PORTION OF DEED
MCR 1994-0800593
APN 500-23-038
SECTION 11, T 1 N, R 1 W

LEGEND

APN=ASSESSOR
PARCEL
NUMBER
MCR=MARICOPA
COUNTY
RECORDERS
P.O.B.=POINT
OF
BEGINNING
R/W = RIGHT OF
WAY
ESMT. = EASEMENT

PROPOSED
NEW
R/W



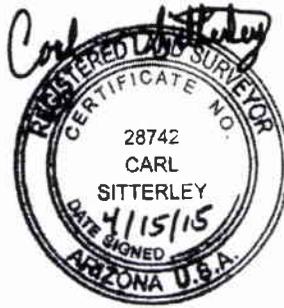
L=19.19
 $\Delta=91^{\circ}38'15''$ N88 $^{\circ}21'55''$ W
R=12.00

N59 $^{\circ}29'47''$ E
23.20'

P.O.B.
NORTH LINE
GRANTOR
OWNERSHIP
TRACT "B"

DETAIL
PROPOSED
NEW R/W

SCALE
1"=10'



EXPIRES 03/31/2016

TRACT "A"
MCR 155-31

WASHINGTON
STREET

25' R/W

25' R/W

NORTHWEST CORNER
SECTION 11
CITY OF AVONDALE
BRASS CAP IN HANDHOLE
PER MCR 1181-12

2646.82'

SECTION
LINE

40'
R/W

SCALE
1"=20'

CENTERLINE
WASHINGTON
STREET PER
PLAT

S88 $^{\circ}21'55''$ E 60.73'
TIE BEARING

TIE BEARING
S01 $^{\circ}38'05''$ W

25.00'

EAST LINE 1958
7' WIDE ROAD
R/W PER MCR
DOCKET 2415,
PAGE 161

P.O.B.
DETAIL
PROPOSED
NEW R/W

1212.85'

DYSART ROAD

TRACT "B"
CIELOS PATRICIA UNIT 1
MCR BOOK 155
PAGE 31

(BASIS OF BEARING)
N00 $^{\circ}00'10''$ W

40'
R/W

POINT OF COMMENCING
WEST QUARTER CORNER
SECTION 11, CITY OF
AVONDALE BRASS CAP
IN HANDHOLE
PER MCR 1181-12

SOUTH LINE
TRACT "B"

CRS

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

EXHIBIT F
TO
ORDINANCE NO. 1581-515

[Legal Description and Map of Mendez ROW]

See following pages.

**LEGAL DESCRIPTION
NEW ROAD RIGHT OF WAY
NORTHEAST CORNER WASHINGTON STREET & DYSART ROAD
(PART OF APN 500-23-037A)**

A triangular portion of Tract "A" of the Cielos Patricia Unit 1 Plat Recorded in Maricopa County Recorders Office (MCR) Book 155, page 31, said Tract "A" referenced in the parcel deed MCR Instrument no. 2012-0414674, being located in the northwest quarter (NW 1/4) of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the west quarter corner of said Section 11, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in MCR Book 1181, page 12, from which for a bearing reference the northwest corner of said Section 11, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears North 00° 00' 10" West, 2646.82 feet;

Thence along the west line of said Section 11, North 00° 00' 10" West, 1212.85 feet to the intersection of the Washington Street centerline per said Cielos Patricia Unit 1 plat;

Thence leaving said west line, along said Washington Street centerline South 88° 21' 55" East, 59.30 feet;

Thence leaving perpendicular to said centerline line, North 01° 38' 05" East, 25.00 feet to the south line of said Tract "A" and the POINT OF BEGINNING;

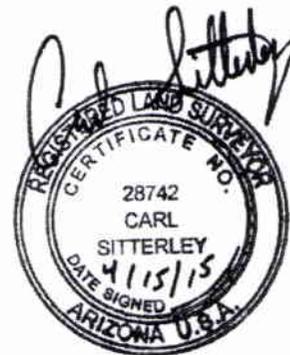
Thence along said south Tract "A" line, North 88° 21' 55" West, 08.34 feet to a tangent curve concave northeasterly, having a radius of 12.00 feet;

Thence continuing along said south Tract "A" line, northwesterly along said tangent curve, an arc length of 18.51 feet, subtended by an angle of 88° 21' 45", to the tangent west line of said Tract "A", said tangent line also being the east line of the 1958, 7.00 feet wide, road right of way recorded in MCR Docket 2415, page 161, and the east line of the west 40.00 feet of said northwest quarter of Section 11;

Thence leaving said east lines and west Tract "A" line, South 58° 32' 22" East, 23.44 feet back to the said south line of Tract "A", and back to the POINT OF BEGINNING;

Triangular parcel contains 088 square feet or 0.002020 acres more or less.

Exhibit Map attached and made a part hereon.



Expires 03/31/2016

EXHIBIT MAP NEW RIGHT OF WAY

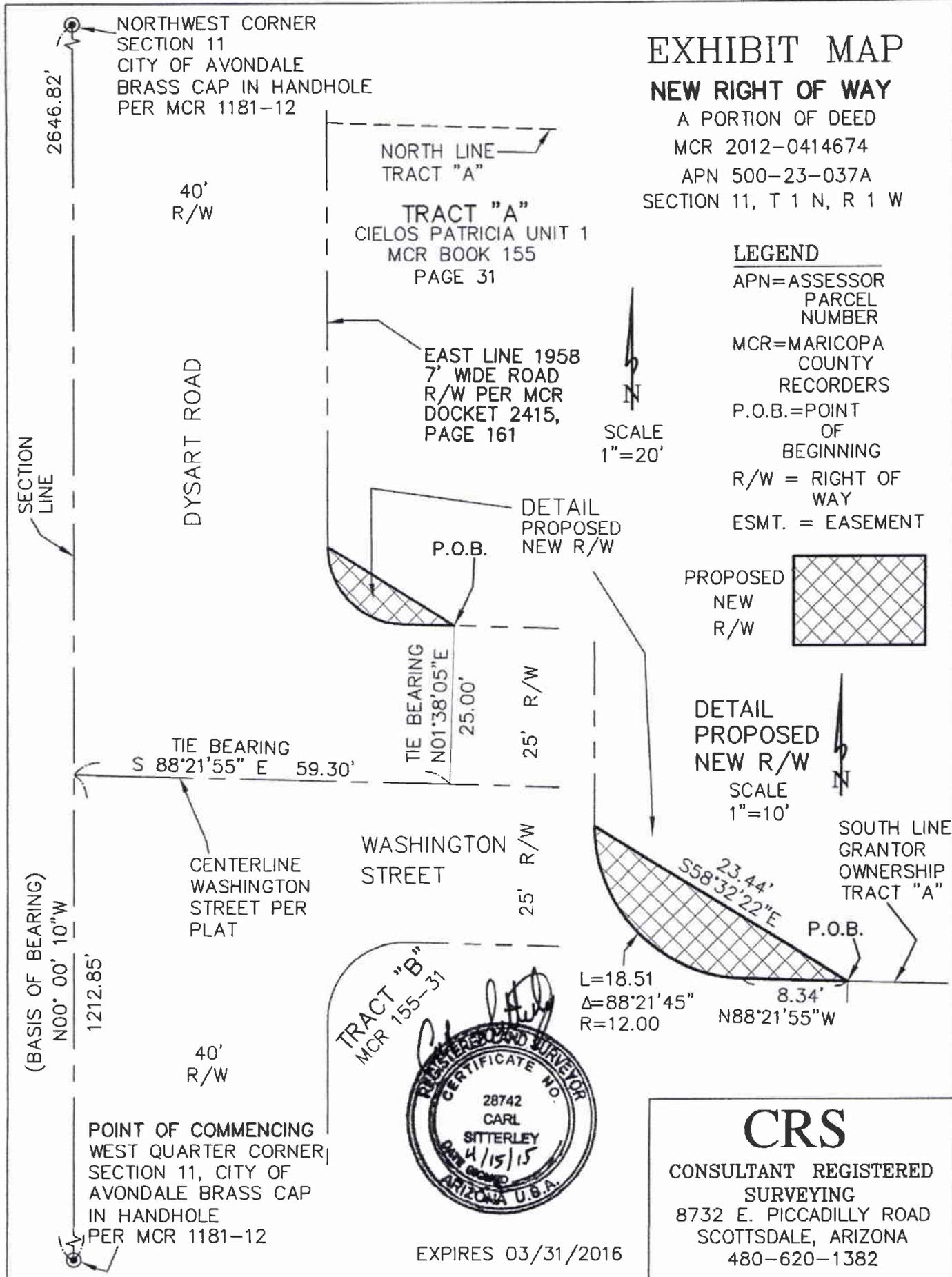
A PORTION OF DEED
MCR 2012-0414674
APN 500-23-037A
SECTION 11, T 1 N, R 1 W

LEGEND

- APN=ASSESSOR
PARCEL
NUMBER
- MCR=MARICOPA
COUNTY
RECORDERS
- P.O.B.=POINT
OF
BEGINNING
- R/W = RIGHT OF
WAY
- ESMT. = EASEMENT



SOUTH LINE
GRANTOR
OWNERSHIP
TRACT "A"





CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1582-515 - Dedication of Utility
Easements to APS for Dysart Road Improvement 5/18/2015
Project - Van Buren Street to MC85

MEETING DATE:

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 an ordinance authorizing the dedication of two utility easements to Arizona Public Service (APS) in relation to the Dysart Road Improvement Project for the purpose of installing electrical equipment, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

BACKGROUND:

Along the east side of Dysart Road from Van Buren Street to Main Street (MC85) there are a number power poles located on the east and west sides of the street. The existing power poles are located in the sidewalk area and create accessibility problems for pedestrians and bicyclists.

On March 3, 2014, staff provided City Council with an update on the feasibility of undergrounding the existing power along Dysart Road. City Council provided staff with direction to move forward with undergrounding the electrical lines.

On December 1, 2014, City Council approved a contract for the construction of the electrical and communication trench that will allow for the undergrounding of the 12kv power along Dysart Road from Van Buren Street to Western Avenue (Phase 1).

DISCUSSION:

APS is moving forward with undergrounding their electrical lines. The burying of APS' electrical lines requires the installation of additional ground equipment. All APS equipment is planned for installation in private easements on private land with the exception of one switching cabinet and one transformer. After researching alternatives, staff and APS have deemed that the best location to place the switching and transformer cabinets is on City owned property located on the southwest corner of Dysart Road and Western Avenue (APN 500-43-180).

The proposed easement for the switching cabinet is located along Dysart Road and measures approximately 10 foot wide by 20 foot long. The proposed easement for the transformer cabinet is a rectangular strip located on Western Avenue and measures approximately 8 foot wide by 116 foot long.

BUDGET IMPACT:

Granting the dedication of the two (2) utility easements to APS will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing the dedication of two utility easements to Arizona Public Service (APS) in relation to the Dysart Road Improvement Project for the purpose of installing electrical equipment, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Ordinance 1582-515](#)

ORDINANCE NO. 1582-515

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING UTILITY EASEMENTS TO ARIZONA PUBLIC SERVICE COMPANY.

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

SECTION 1. An easement is hereby granted to Arizona Public Service Company, substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference, in, upon, through, over, under and across certain real property described and depicted in Exhibit A.

SECTION 2. An easement is hereby granted to Arizona Public Service Company, substantially in the form and substance attached hereto as Exhibit B and incorporated herein by reference, in, upon, through, over, under and across certain real property described and depicted in Exhibit B.

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

PASSED AND ADOPTED by the Council of the City of Avondale, May 18, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1582-515

[Utility Easement]

See following pages.

NE¼ SEC 15 T1N R1W
LAT 33.4349 NORTH/LONG 112.3411 WEST
MARICOPA COUNTY APN 500-43-180
SURVEY NOTES: Consultant Registered Surveying, Inc.
JOB NUMBER WA171228
AGENT INITIALS _____

CITY OF AVONDALE-APS UTILITY EASEMENT

CITY OF AVONDALE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit "C." In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers, all as shown on Exhibit "C" attached hereto and made a part hereof. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

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EXHIBIT "A"
LEGAL DESCRIPTION
GRANTOR'S PROPERTY
(CITY OF AVONDALE)
(PART OF APN 500-43-180)

Based on Maricopa County Recorders Office (MCR) Warranty Deed recorded in instrument number 2007-0334438:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Beginning at a point 33 feet South on the Section line from the Northeast corner of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence South 166.76 feet to right of way line of Southern Pacific Railroad; thence South 56 degrees 06 minutes West 180.76 [sic, feet] along said right of way to a point; thence North parallel to Section line 267.56 feet; thence East along South right of way line to State Highway, 150 feet to Point of Beginning.

SURVEYORS NOTE:

The above description does not exclude the following:

The 1958 Road Declared per MCR docket 2485, page 303.



EXHIBIT "B"

LEGAL DESCRIPTION UTILITY EASEMENT PREMISES SOUTHWEST CORNER WESTERN AVENUE & DYSART ROAD (PART OF APN 500-43-180)

That portion of the parcel referenced in MCR instrument no. 2007-0334438, being located in the northeast quarter (NE1/4) of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the northeast corner of said Section 15, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in Maricopa County Recorders Office (MCR) Book 1181, page 12, from which for a bearing reference the north quarter corner of said Section 15, being marked by a Maricopa County Highway Department brass cap in hand hole per said MCR Book 1181, page 12, bears North 89° 44' 13" West, 2633.81 feet; and for a second bearing reference the east quarter corner of said Section 15, being marked by a 2003 Maricopa County 2 inch aluminum cap, per MCR Book 694, page 38, bears South 01° 28' 34" East, 2639.74 feet (Grid to Ground scale factor 1.000126616 applied to plat distance);

Thence along the east line of said Section 15, South 01° 28' 34" East, 171.17 feet;

Thence leaving said east line, South 88° 31' 26" West, 21.98 feet to the west line of the 1958 Road Declared as recorded in MCR docket 2485, page 303, and the hereon POINT OF BEGINNING;

Thence leaving said west line, perpendicular to said west line, South 82° 26' 23" West, 10.61 feet;

Thence parallel to said Road Declared west line, North 07° 33' 37" West, 26.17 feet;

Thence leaving said parallel line, North 82° 26' 23" East, 10.61 feet, back to said Road Declared west line;

Thence along said Road Declared west line, South 07° 33' 37" East, 26.17 feet back to the POINT OF BEGINNING;

Parcel contains 278 square feet or 0.0064 acres more or less.

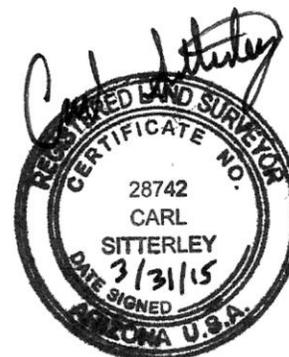


Exhibit Map attached and made a part hereon.

Expires 03/31/2016

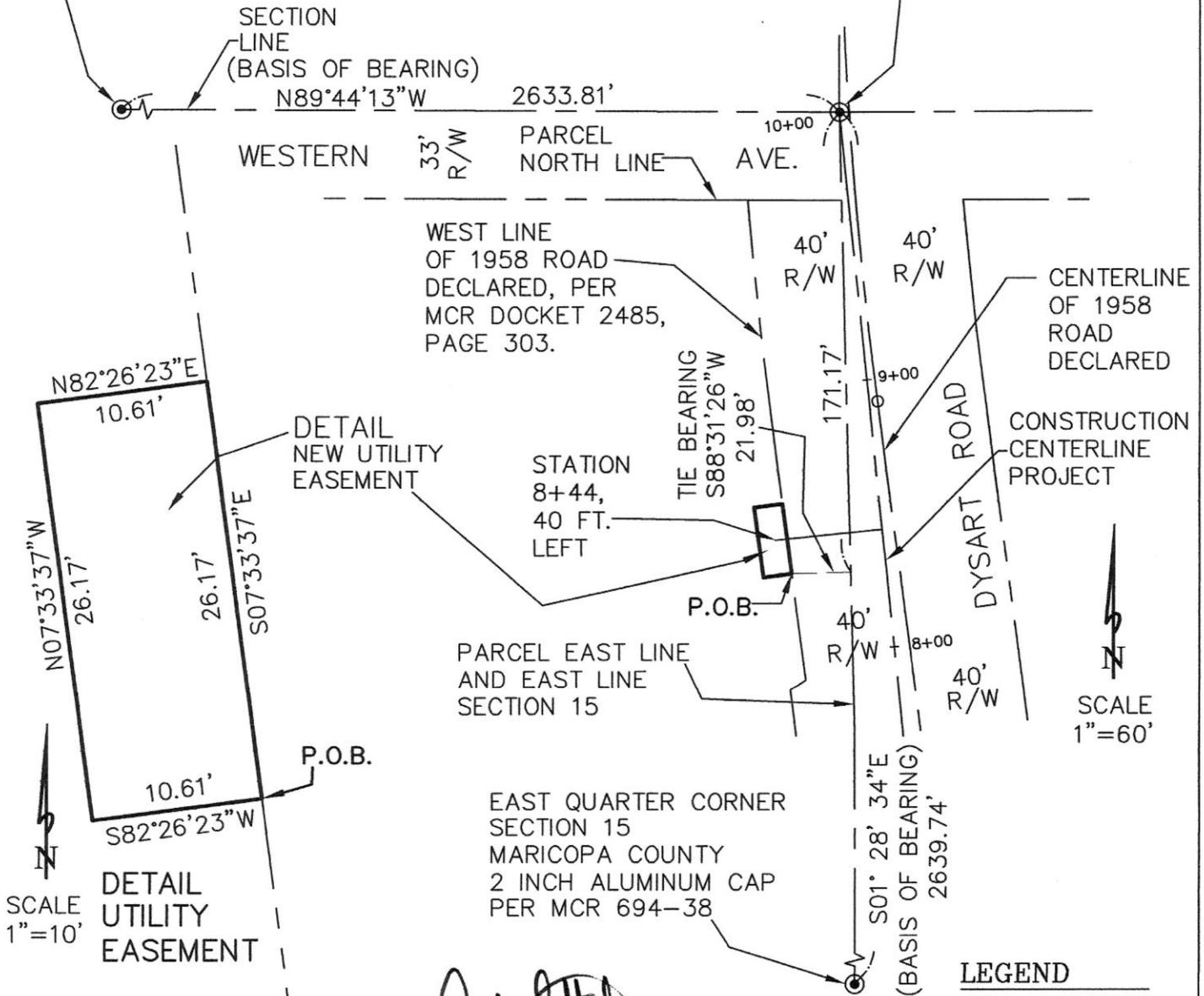
EXHIBIT MAP

NEW UTILITY EASEMENT

NORTH QUARTER CORNER
SECTION 15, MARCOPA
COUNTY HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE
PER MCR 1181-12

A PORTION OF DEED
MCR 2007-0334438
APN 500-43-180
SECTION 15, T 1 N, R 1 W

POINT OF COMMENCING
NORTHEAST CORNER
SECTION 15, CITY OF
AVONDALE BRASS CAP
IN HANDHOLE
PER MCR 1181-12

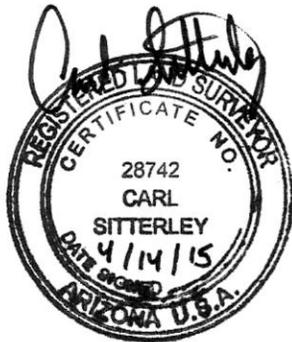


- LEGEND**
- APN=ASSESSOR PARCEL NUMBER
 - MCR=MARICOPA COUNTY RECORDERS
 - P.O.B.=POINT OF BEGINNING
 - R/W = RIGHT OF WAY

ARIZONA PUBLIC SERVICE JOB # WA171228

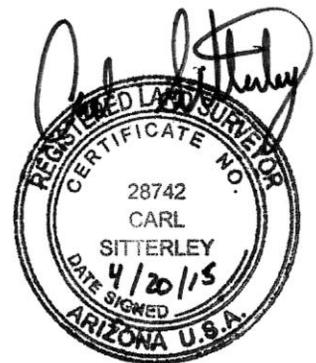
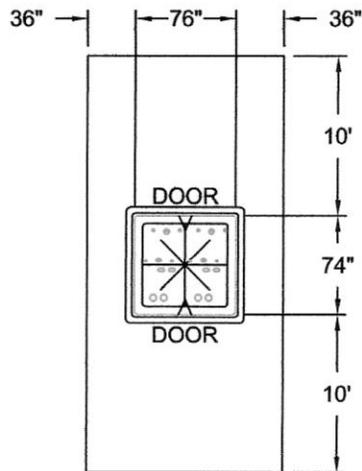
CRS

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



EXPIRES 03/31/2016

EXHIBIT "C"
NEW UTILITY SWITCH CABINET



EXPIRES 03/31/2016

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

EXHIBIT B
TO
ORDINANCE NO. 1582-515

[Utility Easement]

See following pages.

NE¼ SEC 15 T1N R1W
LAT 33.4349 NORTH/LONG 112.3411 WEST
MARICOPA COUNTY APN 500-43-180
SURVEY NOTES: Consultant Registered Surveying, Inc.
JOB NUMBER WA171228
AGENT INITIALS _____

CITY OF AVONDALE-APS UTILITY EASEMENT

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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit "C." In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers, all as shown on Exhibit "C" attached hereto and made a part hereof. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT "A"
LEGAL DESCRIPTION
GRANTOR'S PROPERTY
(CITY OF AVONDALE)
(PART OF APN 500-43-180)

Based on Maricopa County Recorders Office (MCR) Warranty Deed recorded in instrument number 2007-0334438:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Beginning at a point 33 feet South on the Section line from the Northeast corner of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; thence South 166.76 feet to right of way line of Southern Pacific Railroad; thence South 56 degrees 06 minutes West 180.76 [sic, feet] along said right of way to a point; thence North parallel to Section line 267.56 feet; thence East along South right of way line to State Highway, 150 feet to Point of Beginning.

SURVEYORS NOTE:

The above description does not exclude the following:

The 1958 Road Declared per MCR docket 2485, page 303.

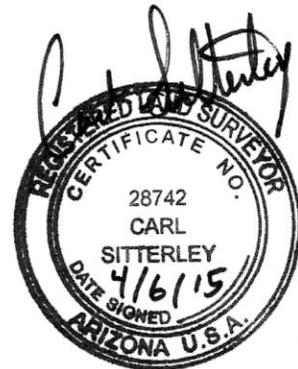


EXHIBIT "B"

LEGAL DESCRIPTION UTILITY EASEMENT PREMISES SOUTHWEST CORNER WESTERN AVENUE & DYSART ROAD (PART OF APN 500-43-180)

That portion of the south 8.00 feet of the north 48.00 feet of the northeast quarter (NE1/4) of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Meridian located the parcel referenced in MCR instrument no. 2007-0334438, and said portion being west of the west line of the west 40.00 feet wide 1958 Road Declared described and recorded in MCR docket 2485, page 303, said portion being located in the City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the northeast corner of said Section 15, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in Maricopa County Recorders Office (MCR) Book 1181, page 12, from which for a bearing reference the north quarter corner of said Section 15, being marked by a Maricopa County Highway Department brass cap in hand hole per said MCR Book 1181, page 12, bears North $89^{\circ} 44' 13''$ West, 2633.81 feet; and for a second bearing reference the east quarter corner of said Section 15, being marked by a 2003 Maricopa County 2 inch aluminum cap, per MCR Book 694, page 38, bears South $01^{\circ} 28' 34''$ East, 2639.74 feet (Grid to Ground scale factor 1.000126616 applied to plat distance);

Thence along the east line of said Section 15, South $01^{\circ} 28' 34''$ East, 48.02 feet to the south line of the said north 48.00 feet of the northeast quarter (NE1/4) of Section 15;

Thence leaving said east line, along said south line, North $89^{\circ} 44' 13''$ West, 33.95 feet to the said west line of the 1958 Road Declared as recorded in MCR docket 2485, page 303, and the hereon POINT OF BEGINNING, said west line being a non-tangent curve concave east, having a radius of 1677.00 feet, and a radial bearing of South $84^{\circ} 40' 14''$ West;

Thence leaving said west line, continuing along said south line, North $89^{\circ} 44' 13''$ West, 116.05 feet to the west line of said parcel described in MCR instrument no. 2007-0334438;

Thence leaving said south line, along said west parcel line, North $01^{\circ} 28' 34''$ West, 8.00 feet to the north line of the said south 8.00 feet of the north 48.00 feet of the northeast quarter (NE1/4) of Section 15, said north line also being the south Western Avenue road right of way line as described in 1951 MCR docket 786, page 463;

Thence leaving said west parcel line, along said north line, South $89^{\circ} 44' 13''$ East, 115.53 feet back to said west line of the 1958 Road Declared, being a non-tangent curve concave east, having a radius of 1677.00 feet, and a radial bearing of South $84^{\circ} 56' 43''$ West;

Thence along said 1958 Road Declared west line, along said non-tangent curve a length of 8.04 feet, subtended by an angle of $00^{\circ} 16' 29''$ back to the POINT OF BEGINNING;

Parcel contains 926 square feet or 0.0213 acres more or less.

Exhibit Map attached and made a part hereon.



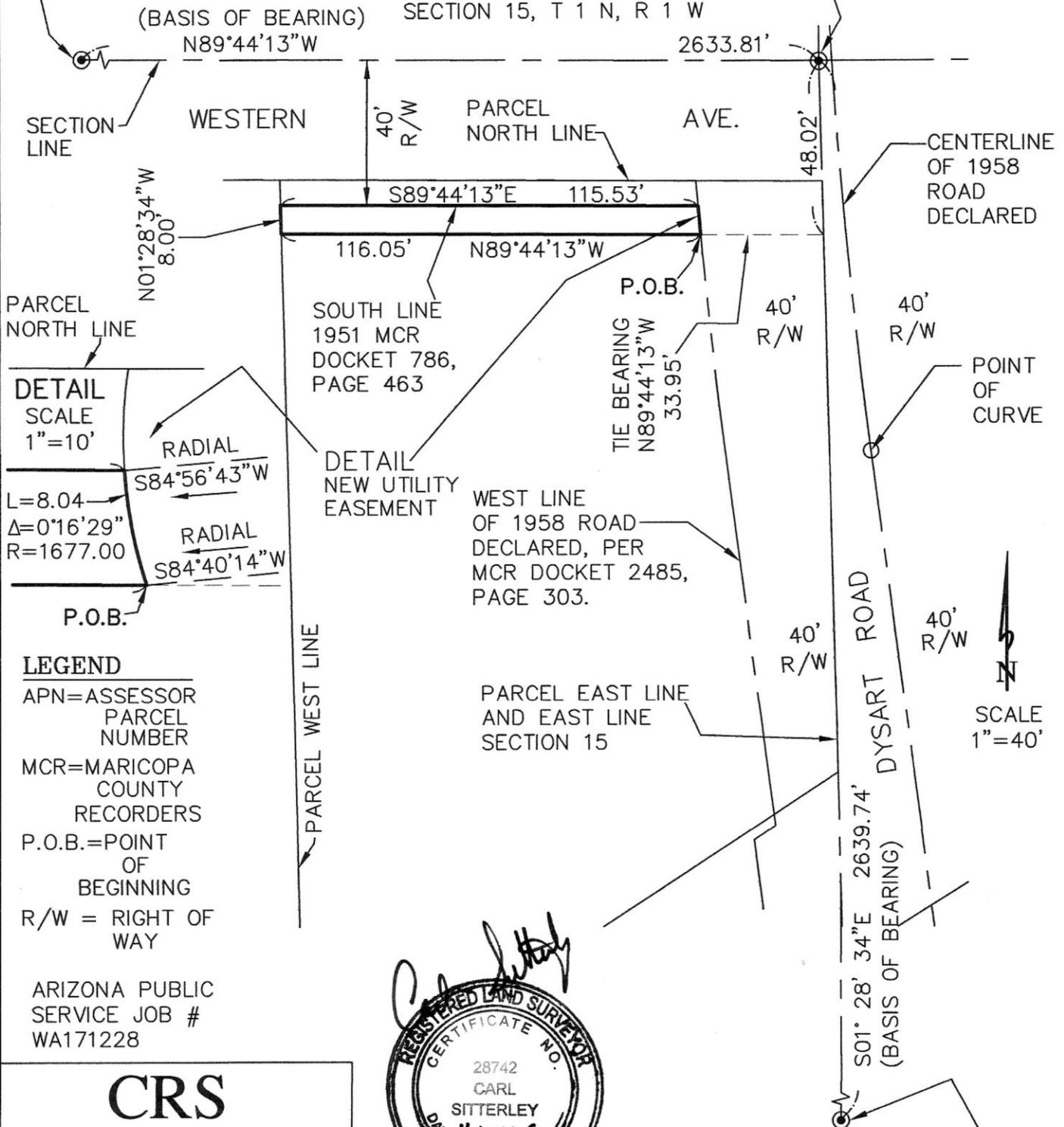
Expires 03/31/2016

NORTH QUARTER CORNER
SECTION 15, MARCOPA
COUNTY HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE
PER MCR 1181-12

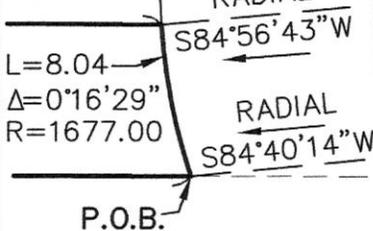
EXHIBIT MAP NEW UTILITY EASEMENT

A PORTION OF DEED
MCR 2007-0334438
APN 500-43-180
SECTION 15, T 1 N, R 1 W

POINT OF COMMENCING
NORTHEAST CORNER
SECTION 15, CITY OF
AVONDALE BRASS CAP
IN HANDHOLE
PER MCR 1181-12



DETAIL
SCALE
1"=10'



LEGEND

- APN=ASSESSOR PARCEL NUMBER
- MCR=MARICOPA COUNTY RECORDERS
- P.O.B.=POINT OF BEGINNING
- R/W = RIGHT OF WAY

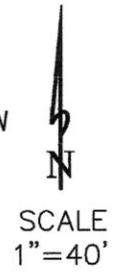
ARIZONA PUBLIC SERVICE JOB # WA171228

CRS

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



EXPIRES 03/31/2016





CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1583-515 - Acquisition of a
Sidewalk/Streetlight Easement for Dysart Road
Improvement Project - Van Buren Street to MC85

MEETING DATE:

5/18/2015

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 an ordinance authorizing the dedication or purchase of a sidewalk and streetlight easement in relation to the Dysart Road Improvement Project, for the purpose of installing sidewalk and streetlight improvements, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

On December 1, 2014, City Council approved a contract for the construction of the electrical and communication trench that will allow for the undergrounding of the 12kv power along Dysart Road from Van Buren Street to Western Avenue (Phase 1). An easement is required for the proposed sidewalk and streetlight improvements.

DISCUSSION:

The property required for the streetlight and sidewalk easement is located at the northwest corner of Dysart Road and Western Avenue and consists of parts of two underlying assessor's parcels, APN 500-20-144H and APN 500-20-144Q. The easement area is roughly an 8' wide, 132' long rectangular strip with an 8' x 8' triangle at the corner. The total area is most near 537 square feet.

BUDGET IMPACT:

Funding for the dedication or purchase of the sidewalk and streetlight easement and associated legal fees for the acquisition of real property is available in CIP Street Fund Line Item No. 322-1345-00-8420, Dysart Road Improvements, Van Buren Street to MC85. The total cost for acquisition of this easement is estimated to be \$5,000.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing the dedication or purchase of a sidewalk and streetlight easement in relation to the Dysart Road Improvement Project, for the purpose of installing sidewalk and streetlight improvements, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Ordinance 1583-515 Acquisition of Sidewalk/Streetlight](#)

ORDINANCE NO. 1583-515

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF AN EASEMENT FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of an easement over real property generally located on Dysart Road for the Dysart Road pedestrian and bicycle pathway project.

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

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

SECTION 2. The acquisition, by purchase, condemnation or dedication of an easement over, across and under \pm 0.0123 acres or real property, generally located west of Dysart Road and north of Western Avenue, and being a portion of Maricopa County Assessor's parcel numbers: 500-20-144H and 500-20-144Q, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area"), is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, May 18, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1583-515

[Legal Description and Map of Easement Area]

See following pages.

LEGAL DESCRIPTION
SIDEWALK/STREETLIGHT EASEMENT
NORTHWEST CORNER WESTERN AVENUE & DYSART ROAD
(PART OF APN 500-20-144H and 500-20-144Q)

That portion of Parcels no. 1 and no. 2, as referenced in MCR instrument no. 2014-0075512, being located in the south half of the southeast quarter of the southeast quarter of the southeast quarter (S1/2, SE1/4, SE1/4, SE1/4) of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, and more particularly described as follows:

Commencing at the southeast corner of said Section 10, being marked by a City of Avondale brass cap in handhole per description on the Record of Survey recorded in Maricopa County Recorders Office (MCR) Book 1181, page 12, from which for a bearing reference the east quarter corner of said Section 10, being marked by a City of Avondale brass cap in hand hole per said MCR Book 1181, page 12, bears North 00° 01' 11" East, 2644.67 feet; and for a second bearing reference the south quarter corner of said Section 10, being marked by a Maricopa County Highway Department brass cap in hand hole, per said MCR Book 1181, page 12, bears North 89° 44' 13" West, 2633.81 feet;

Thence along the south line of said Section 10, North 89° 44' 13" West, 33.00 feet to the west line of the east 33.00 feet of said Section 10;

Thence leaving said south line, along said west line, North 00° 01' 11" East, 40.00 feet to the north line of the south 40.00 feet of said Section 10, also being the southeast corner of said Parcel no. 1, and the POINT OF BEGINNING;

Thence leaving said west line, along said north line also being said south Parcel no. 1 line, North 89° 44' 13" West, 08.00 feet;

Thence leaving said north and south lines, North 45° 08' 29" East, 07.06 feet to the west line of the east 36.00 feet of said Section 10;

Thence along said west line of the east 36.00 feet, North 00° 01' 11" East, approximately 234.60 feet to the intersection of the west line of the variable width road right of way easement per 1961 MCR Docket 3591, page 343;

Thence southerly along said west road right of way easement line, South 01° 18' 22" East, 129.65 feet back to the above said west line of the east 33.00 feet of Section 10, also being the northeast corner of the above said Parcel no. 1 described in MCR instrument no. 2014-0075512;

Thence along last said west line of the east 33.00 feet, also being the east Parcel no. 1 line, South 00° 01' 11" West, 110.00 feet back to the POINT OF BEGINNING;

Parcel contains 537 square feet or 0.0123 acres more or less.

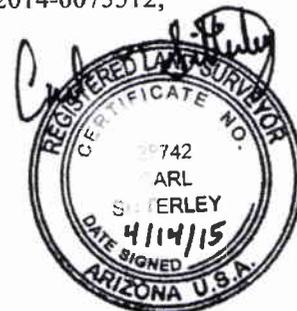


Exhibit Map attached and made a part hereon.

Expires 03/31/2016

EXHIBIT MAP SIDEWALK/ STREET LIGHT EASEMENT

A PORTION OF DEED
MCR 2014-0075512 FOR
APN 500-20-144H &
APN 500-20-144Q

APN=ASSESSOR PARCEL
NUMBER

MCR=MARICOPA COUNTY
RECORDERS

P.U.E.=PUBLIC UTILITY
EASEMENT

MONUMENT "A"=

EAST QUARTER CORNER
SECTION 10, BRASS CAP
IN HANDHOLE PER
MCR BOOK 1181, PAGE 12

R/W EASEMENT "A"=

R/W EASEMENT VARIES
3.99' TO 0.00' PER 1961
MCR DOCKET 3591, PAGE 343

LINE TABLE		
LINE	LENGTH	BEARING
L1	08.00	N89°44'13"W
L2	07.06	N45°08'29"E
L3	234.60	N00°01'11"E
L4	129.65	S01°18'22"E
L5	110.00	S00°01'11"W

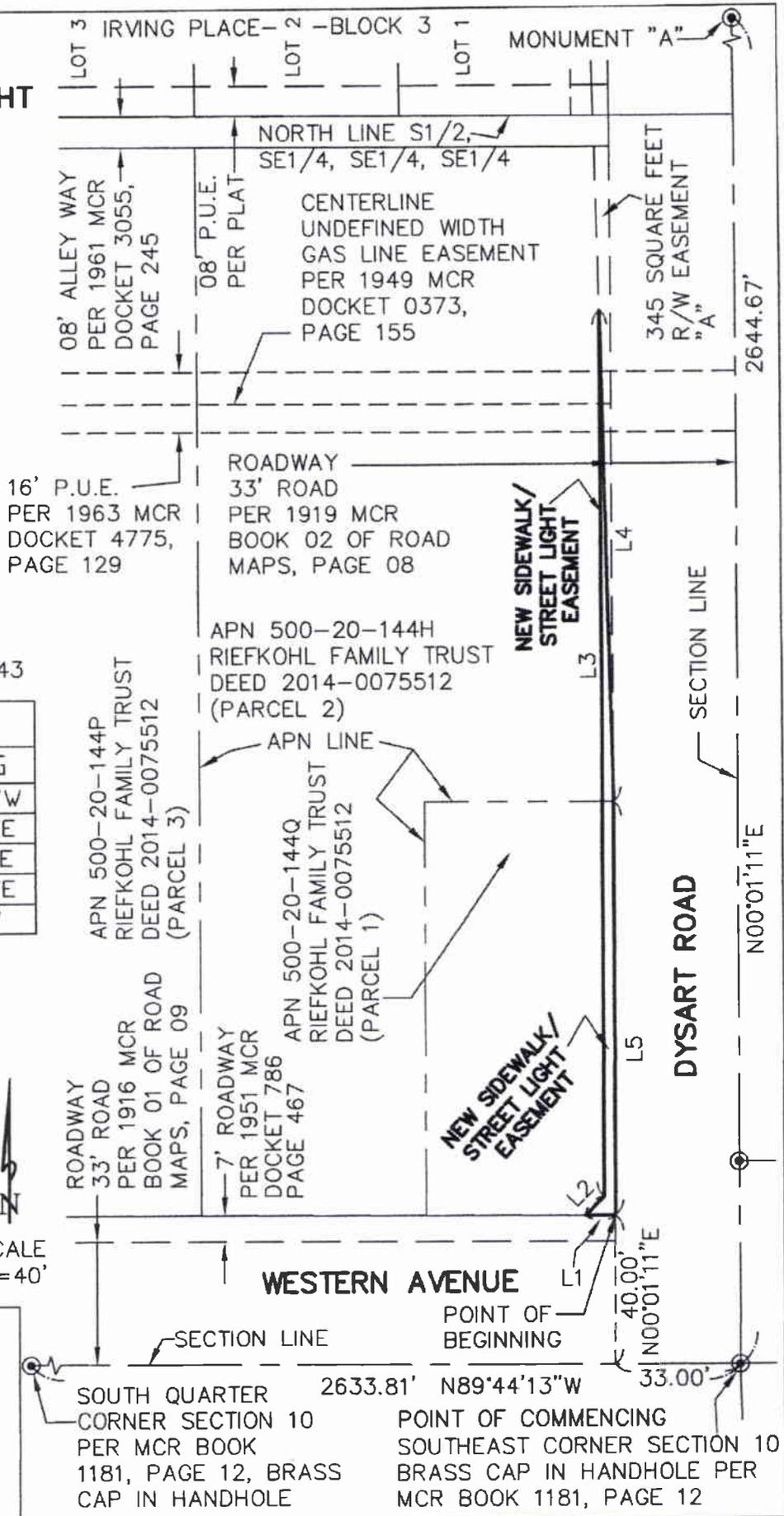
**TOTAL GROSS SIDEWALK/
STREET LIGHT EASEMENT
537 SQUARE FEET**



EXPIRES 03/31/2016

CRS

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



SCALE
1"=40'

SOUTH QUARTER
CORNER SECTION 10
PER MCR BOOK
1181, PAGE 12, BRASS
CAP IN HANDHOLE

2633.81' N89°44'13"W

POINT OF COMMENCING
SOUTHEAST CORNER SECTION 10
BRASS CAP IN HANDHOLE PER
MCR BOOK 1181, PAGE 12



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Resolution 3255-515 -
Substantial Amendment to the 2014-15 Annual
Action Plan

MEETING DATE:

5/18/2015

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

Staff requests that City Council hold a public hearing and adopt the Substantial Amendment to the 2014-2015 Annual Action Plan

BACKGROUND:

The Maricopa County Human Services Department is the “participating jurisdiction” (PJ), which acts as the lead agency responsible for all oversight of HOME funding distributed to Consortium Members. As the PJ, in March of this year, Maricopa County notified the City and the other Members that there was a need to commit approximately \$2 million in uncommitted HOME funds allocated to the City of Scottsdale as well as program income held by the County. The deadline to commit these funds with HUD is August 30, 2015. Failure to commit these funds by this deadline will result in recapture of the funding by HUD.

The County issued applications to Members to solicit proposals for shovel ready projects that would be able to commit funds quickly and avoid recapture. The City submitted two applications, both of which were reviewed and approved for funding by the Consortium Members on April 2, 2015:

- \$397,714 to construct the remaining two single-family homes through the Legacy Avondale project
- \$219,375 to complete substantial rehabilitation activities at five income-qualified, owner-occupied homes

Further, as the PJ, the County is responsible for submitting all commitment documentation to HUD. In order to fully commit funds by HUD's August 30, 2015 deadline, the County established a July 1, 2015 for Members to submit required documentation to the County.

DISCUSSION:

In order to commit all HOME funds reallocated to the City through this process, the City must complete a Substantial Amendment to the 2014-2015 Annual Action Plan. The Substantial Amendment is required pursuant to the City's adopted Citizenship Participation Plan, which

stipulates that the City must complete a Substantial Amendment under the following circumstances:

- In the event that the City wants to create and fund a new activity not included in the existing Annual Action Plan;
- If the City wants to change funding for existing activities by more than 20% of the funding allocated in the current Annual Action Plan

New construction associated with the Legacy Avondale project is a new activity hitherto not included in the existing Plan, and the additional funding for substantial rehabilitation activities constitutes an increase in activity funding that exceeds 20% of the \$98,965 in HOME funds currently allocated to this activity in the 2014-2015 Annual Action Plan.

For these reasons, staff undertook a public participation process pursuant to the Citizen Participation Plan that included publishing the terms of the Substantial Amendment in the West Valley View on April 14, 2015, and soliciting input from the public for the required 30-day comment period. The comment period extended from April 15, 2015 through May 14, 2015. Staff also held a public meeting on May 12, 2015 pursuant to Citizen Participation requirements. No public comments were received.

BUDGET IMPACT:

Adoption of the Substantial Amendment is one component of the overall commitment of \$617,089 in additional HOME funds through the Maricopa HOME Consortium. These funds will require a 25% non-federal match, or \$154,273, per HOME regulations. Of this total, \$37,714 is assigned from General Funds previously expended for infrastructure improvements at the Legacy Avondale site, and \$116,559 available in the City's grant contingency fund.

RECOMMENDATION:

Staff recommends holding a public hearing and adopting the Substantial Amendment to the 2014-2015 Annual Action Plan.

ATTACHMENTS:

Description

[Resolution 3255-515 - Amendment to 2014-2015 Annual Action Plan](#)

[2014-2015 Annual Action Plan Amendment Text](#)

RESOLUTION NO. 3255-515

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE 2014/2015 ANNUAL ACTION PLAN PORTION OF THE 2010-2014 CONSOLIDATED ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND AUTHORIZING ACCEPTANCE OF HOME FUNDS FROM MARICOPA COUNTY AND APPROVING THE RELATED HOME EXPENDITURES.

WHEREAS, on April 21, 2014, the Council of the City of Avondale (the “City Council”) adopted Resolution 3179-414, approving the 2014/2015 Annual Action Plan (the “Annual Action Plan”) portion of the 2010-2014 Consolidated Plan; and

WHEREAS, during the 2014-2015 funding cycle, the City Council approved the Intergovernmental Agreement with Maricopa County for financial assistance in the amount of \$148,229 for the HOME Investment Partnership Program (the “HOME Program”); and

WHEREAS, on April 2, 2015, the Maricopa HOME Consortium approved additional funding in the amount of \$617,089 (the “Reallocated Funds”) to the City of Avondale (the “City”) for the HOME Program; and

WHEREAS, pursuant to the Citizen Participation Plan for FY 2010-2014 (the “Participation Plan”), an amendment to the Consolidated Plan or Annual Action Plan is required when (i) a substantial change in allocation priorities or methods of distribution is made, (ii) an eligible activity, using funds from any program covered by the Consolidated Plans, not previously described in the Annual Action Plans occurs, or (iii) a substantial change in the purpose, scope, location, or beneficiaries of an activity to projects to be funded in the Consolidated Plan over time when not undertaken through Annual Action Plan submission requirements stipulated by HUD occurs; and

WHEREAS, in order to utilize the Reallocated Funds, the allocation and activities in the Annual Action Plan require major changes to the text relating to HOME funding and activities, triggering the need for a substantial amendment; and

WHEREAS, pursuant to the Participation Plan, when a substantial amendment is made to the Consolidated Plan after its formal adoption, the City must (i) provide reasonable public notice of the proposed amendment in applicable newspaper of general circulation to enable review and comment by the public for at least 30 days, (ii) conduct a public hearing on the subject of the proposed amendment during the 30-day comment period, (iii) submit the amendment to the City Council for approval, and (iv) upon termination of the 30-day comment

period, periodically notify HUD of any amendments executed, citizen comments received and the responses by the City to such comments; and

WHEREAS, the City has completed public participation requirements in accordance with 24 CFR Part 91, including (i) a public hearing held on May 12, 2015, at which an opportunity for public comment was available, (ii) a 30-day comment period beginning April 15, 2015, and extending through May 14, 2015, during which time comments were able to be received from City residents for incorporation into the Annual Action Plan and (iii) an additional public hearing held by the City Council on May 18, 2015.

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

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

SECTION 2. The City Council hereby approves an amendment to the Annual Action Plan to supplement the HOME activities and allocations table on page five of the Narrative Responses to Fifth Program Year Action Plan with the following:

Additional Funds for HOME Investment Partnership Program		
Activity	Additional Amount Proposed	Expected Outcomes
Administration	\$10,968	General Administration
New Construction/Homebuyer Assistance	\$397,714	Construction of 2 new affordable housing units for resale to income-eligible homebuyers
Substantial Home Repair Assistance	\$208,407	5 owner-occupied units
Total	\$617,089	7 households assisted

SECTION 3. The City Council hereby authorizes: (i) submission of this Resolution to HUD showing the amendments to the 2010-2014 Consolidated Plan and the 2014/2015 Annual Action Plan; and (ii) the allocation of funding to the activities to be undertaken, as described in the amended table.

SECTION 4. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 18, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

2014-2015 Annual Action Plan Substantial Amendment

The City of Avondale receives HOME Investment Partnership (HOME) funds from the US Department of Housing and Urban Development (HUD) through its membership in the Maricopa HOME Consortium (Consortium). The City uses these funds to undertake two activities, including assistance to first-time homebuyers as well as rehabilitation of substandard single-family homes. The City undertakes a public participation process consistent with its Citizenship Participation Plan in order to allocate funding to specific activities in each funding year.

During the 2014-2015 funding cycle, the City Council approved the following HOME-funded activities:

Activity	Amount Approved	Expected Outcomes
Administration	\$9,264	General Administration
Homebuyer Assistance	\$40,000	2 homebuyers
Substantial Home Repair Assistance	\$98,965	2 owner-occupied units
Total	\$148,229	4 households assisted

On April 2, 2015 the Maricopa HOME Consortium approved additional funding to the City of Avondale, the amount of which triggers a Substantial Amendment to the City's 2014-2015 Annual Action Plan. On that date, the Consortium approved the allocation of \$617,089 in additional HOME funds to the City of Avondale to undertake the following activities:

Activity	Additional Amount Proposed	Expected Outcomes
Administration	\$10,968	General Administration
New Construction/Homebuyer Assistance	\$397,714	Construction of 2 new affordable housing units for resale to income-eligible homebuyers
Substantial Home Repair Assistance	\$208,407	5 owner-occupied units
Total	\$617,089	7 households assisted

In order to commit these funds to proposed activities, the City has opened a 30-day public comment period beginning Wednesday April 15, 2015 through Thursday May 14, 2015. A public hearing will be scheduled and advertised during this period, and will be advertised at least one week in advance in the West Valley View.

Written comments may be directed to:

Matthew Hess, CDBG Program Manager
Avondale Community Center
1007 S. 3rd Street
Avondale, AZ 85323

At the completion of the 30-day comment period, the City Council is anticipated to take action on the Substantial Plan Amendment at 7:00 PM on Monday, May 18, 2015 at the Council Meeting to be held at Council Chambers in the Avondale Civic Center, 11465 W. Civic Center Drive, Avondale, AZ 85323

PERSONS REQUIRING HEARING, VISUAL, MOBILITY, LANGUAGE OR OTHER ACCOMMODATIONS MAY CONTACT THE CITY AT 623-333-2726 OR TDD 623-333-0010 TO MAKE SPECIAL ARRANGEMENTS.





CITY COUNCIL AGENDA

SUBJECT:

Contributions Assistance Program- Review
Guidelines

MEETING DATE:

5/18/2015

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

Staff is requesting that City Council approve eligibility criteria for the Contributions Assistance Program.

BACKGROUND:

The Contributions Assistance Program was established by City Council to provide a supplemental funding source to those organizations providing services to the residents of the City of Avondale. The program has changed over time to reflect the priorities of the Council and the financial constraints of the budget. In 2003 the City Council limited funding to those organizations providing health and human services.

In fiscal year 2009, funding for the Program was allocated at \$80,000, However, due to the recession in FY2010 it was reduced to \$50,000 and remained at this level over the next four fiscal years. In Fiscal Year 2013-14 the base budget was increased to \$60,000 plus an additional \$20,000 included in the Council's motion to approve the budget. The FY 2014-2015 budget again included the \$60,000, overlooking the additional \$20,000 approved by Council in the prior year. An additional \$20,000 was approved by the Council through a budget transfer from Contingency . The proposed 2015-2016 budget includes \$60,000 in the base budget plus a supplemental request to increase it by \$20,000 for a total new base budget of \$80,000.

DISCUSSION:

Twenty-four applications were received for Fiscal Year 2014-2015. The total funding request from all applications totaled \$207,610. Council approved the funding of eighteen non-profit agencies totaling \$80,000 plus and additional \$6,667 that was carried over from the previous year. The City Council awarded funds to the following agencies.

- New Life Center – \$8,000
- Community Bridges - \$8,000
- St. Mary's Food Bank Alliance - \$5,000
- Alzheimer's Association - \$2,800
- Central Arizona Shelter Services - \$7,000
- Mission of Mercy - \$8,000
- Boys and Girls Club - \$6,000
- A New Leaf – \$7,000
- Jobs for Arizona's Graduates - \$2,508

- Southwest Valley Literacy - \$2,400
- Homeless Youth Connection - \$5,000
- Teen Lifeline, Inc. - \$5,000
- Touchstone Behavioral Health - \$5,000
- West Valley Arts Council - \$3,000
- Child Help - \$5,000
- Southwest Lending Closet - \$3,000
- Kids at Hope - \$2,959
- Southwest Community Network - \$1,000

The staff committee will forward the eligible applications to the Council Subcommittee for evaluation of applications, selection, and determination of funding levels. Council has appointed members to the Council Subcommittee for this process. The Council Subcommittee for FY 2015-2016 includes Mayor Kenn Weise, Councilmember Lorenzo Sierra and Councilmember Sandy Nielson. Staff is requesting that City Council approve the criteria for evaluating and prioritizing applicants. The following criteria are recommended:

1. Provision of direct services which improve the health and welfare of Avondale residents.
2. Current, timely and accurate reports from current recipients.
3. Ability to generate revenue from other sources.
4. Priority will be given to special projects. However, requests for operating support toward direct and measurable services will be considered. Administrative costs will not be eligible.
5. Priority will be given to services and initiatives that support and address City Council goals.
6. Services provided at the Care1st Avondale Resource and Housing Center will be given priority.
7. Organizations that received funding in the previous fiscal year will participate in a mid-year site visit and demonstrate satisfactory progress toward stated goals and objectives.

Criteria numbered 1-6 are the same from the previous year. Staff recommends maintaining these criteria when weighing applications and adding criteria number 7 to the evaluation process were applicable.

BUDGET IMPACT:

Funding for the Contributions Assistance Program is in the Non-departmental Fund 101-5300-00-6200.

RECOMMENDATION:

Staff recommends that the City Council review and approve the funding criteria and priorities.



CITY COUNCIL AGENDA

SUBJECT:

Friends of the Southwest Family Advocacy
Center

MEETING DATE:

5/18/2015

TO: Mayor and Council
FROM: Dale Nannenga, Police Chief
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is providing information on the formation of a 501(c)(3) group, the Friends of the Southwest Family Advocacy Center.

BACKGROUND:

The Southwest Family Advocacy Center is a partnership among the Cities of Avondale, Buckeye, and Goodyear and Maricopa County through the Sheriff's Office (collectively, the "Agencies"). The Center's purpose is to prevent abuse to children and adults, and the Center provides a child and family focused multi-disciplinary program that includes representatives from law enforcement, child protection, prosecution, mental health, medical and victim advocacy. The team investigates, treats and prosecutes child physical and sexual abuse cases and adult domestic violence and sexual assault cases. Oversight for the Center is provided by the Steering Committee made up of the Police Chiefs from each of the four Agencies.

DISCUSSION:

The Steering Committee suggested formation of a 501(c)(3) charitable organization, The Friends of the Southwest Family Advocacy Center, to serve as a supporting organization for the Agencies in carrying out the Center's purposes. The goal of this organization is to meet the needs of public and private groups, individuals, agencies and businesses who desired to contribute and donate to the Center. The 501(c)(3) status will allow contributors to potentially receive a charitable receipt for tax purposes for contributions or donations to the Center. The 501(c)(3) status also allows for the organization to apply for grants that are available to non-profits.

The Friends of the Southwest Family Advocacy Center will support the work of the Center by:

- *Supporting and benefiting the Agencies by soliciting, receiving, holding, investing and managing gifts, grants, contributions, and bequests.*
- *Distributing these funds, grants and contributions to the Agencies for the Center for the operation of and benefit to the residents of the Agencies.*

BUDGET IMPACT:

The Steering Committee has agreed to fund the initial startup costs of the Friends of the Southwest Family Advocacy Center. This amount includes the cost to file Arizona Corporation Commission incorporation application (\$40), IRS Form 1023 Tax Exemption application (\$850) and Director and Officers Liability Insurance (approximately \$1,200). The costs will be paid through Center donation funds.

RECOMMENDATION:

The purpose of this report is to provide the City Council with information on the proposed formation of the Friends of the Southwest Family Advocacy Center. This item is for information and discussion only.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3251-515 - Adoption of Fiscal Year
2015-2016 Tentative Budget

MEETING DATE:

5/18/2015

TO: Mayor and Council**FROM:** Abbe Yacoben**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff request the City Council adopt a resolution, setting forth the fiscal year 2015-2016 tentative budget and establish the City's annual expenditure limitation in the amount of \$176,838,680.

BACKGROUND:

On April 13th and April 20th, 2015, the City Manager presented his recommended budget to the Mayor and Council for the 2015-2016 fiscal year. The initial estimates of revenues and expenditures are posted on the City's website as required by A.R.S. 42-17103.

The City Manager's initial expenditure proposal totaled \$173,723,270. The City Manager also recommended supplemental requests be added to the budget totaling \$4,119,690 including a compensation package totaling \$959,180. The budget proposal also included increases in retirement system contributions and the addition of four and-a-half (4.5) authorized positions.

In conformance with State law and the City Charter, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures for fiscal year 2015-2016. The total budget may be reduced prior to final adoption, but cannot be increased.

DISCUSSION:

The combined operating and capital budget for fiscal year 2015-2016, as adjusted, totals \$176,838,680. Total revenues anticipated for fiscal year 2015-2016 are \$169,885,060, including property taxes and bond proceeds, but excluding transfers. Fund balances will be utilized for one-time expenditures, carryover requests and capital projects.

Supplemental requests included in the tentative total \$4,119,690. The compensation package funding of \$959,180 covers a 3.5% merit based adjustment for employees, a .25% amount to bring employees who will be below the new minimum of their grades into the range of their grades, and a negligible increase in medical benefits.

Carryover appropriation is used for projects or purchases that were planned for the current year but will not be completed until next fiscal year. Since appropriations lapse on June 30, this appropriation must be included in the tentative budget to ensure the spending authority is included in the maximum limit. Carryover requests total \$22,996,600 most of which are needed to complete capital projects. This amount may decrease after actual expenditures have been analyzed and the 2014-2015 fiscal year is closed. The adjustments from the initial budget estimates are summarized in the following table:

5 sēl rē. C. o. z l c s		. j r - s c . j a c	
Manager's Proposed Budget		169,644,780	
Supplementals		3,119,310	
Compensation Adjustment		959,180	
Large Diameter Pipe		1,000,000	
Emergency Management Carryover		79,080	
Clerical Correction-Sewer Fund Electricity Supplemental		30,000	
RICO Fund Supplemental		11,200	
GF Supplemental Transfer Amounts		(4,070)	
Development Fee Subsidy		2,000,000	
PST Supplement Transfer Amounts		(800)	
Tentative Budget Total		176,838,680	

Each year with the final budget adoption, the Council also considers the City's fee resolution which establishes the fees for the fiscal year. Attached for informational purposes is the proposed fee schedule for review. A summary of changes is included at the end of the schedule. Notice of fee changes, as required by A.R.S. §9-499.15, has been posted on the City's website.

The tentative budget is presented on the forms developed by the Auditor General in conformance with A.R.S. §42-17101. The forms include a summary of the City's budget on the following schedules:

Schedule A- Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B- Tax Levy and Tax Rate Information

Schedule C- Revenues Other Than Property Taxes

Schedule D- Other Financing Sources/<Uses> and Interfund Transfers

Schedule E- Expenditures/Expenses by Fund

Schedule F- Expenditures/Expenses by Department

Schedule G- Full-Time Employees and Personnel Compensation

A summary of the tentative budget and a notice of public hearing on the budget and property tax levy will be published as required by A.R.S. 42-17103. The following list shows the timeline for all actions required for formal adoption of the City's annual budget:

May 18th	Adopt tentative budget
June 2nd	1 st publication of tentative budget
June 9th	2 nd publication of tentative budget
June 15th	Hold public hearing on budget and property tax levy. Convene special meeting adopt final budget.
July 6th	Adopt property tax levy

RECOMMENDATION:

Staff recommends that Council adopt a resolution setting forth the fiscal year 2015-2016 tentative budget and authorize staff to proceed with the required publication process.

ATTACHMENTS:

Description

[Resolution 3251-515 - Tentative Budget](#)

[Fee Schedule Draft](#)

RESOLUTION 3251-515 TENTATIVE BUDGET FY15-16

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36226>

Fee Schedule Draft

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36222>