



CITY COUNCIL AGENDA

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

WORK SESSION
June 15, 2015
6:30 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. **PROPOSED WESTERN AVENUE GATEWAY ARCH DESIGN CONCEPTS**

City Council will review the three Western Avenue Gateway Arch design concepts and provide feedback and direction to staff. For information, discussion and direction only.

3 **ADJOURNMENT**

Respectfully submitted,

Carmen Martinez
City Clerk

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

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

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

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

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

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CITY COUNCIL AGENDA

SUBJECT:

Proposed Western Avenue Gateway Arch Design
Concepts

MEETING DATE:

6/15/2015

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

Staff will provide an overview of the three design options for the Western Avenue Gateway Arch. Staff will present the concepts and request feedback and direction from City Council.

BACKGROUND:

Included in the recently adopted Historic Avondale Design and Development Guidelines (HADDG) was the proposal to strengthen Historic Avondale as a visually exciting part of the City that encourages all residents to frequent. One identified opportunity to accomplish this goal was with an artisan gateway feature that spans the width of the street near the intersection of Western Avenue and Dysart Road. This proposed arch will help in creating a sense of arrival into the Creative Arts District and make the uniqueness of Western Avenue more apparent from the perspective of Dysart Road. It will also create and identify a gateway that is unique to Avondale and sets a precedent for the renewal of Western Avenue as a destination point in our City.

DISCUSSION:

The proposed concepts, generated by our consultant team from Michael Baker, were created using existing architectural elements throughout Western Avenue, including pedestals, lighting fixtures, awnings, and metal panels. In addition, the scale of the arch was designed to create and identify your sense of arrival to Western Avenue without overpowering the scale of the existing elements. The proposed design incorporates the Avi brand and color palette, and also includes elements of the newly adopted wayfinding signage plan.

The three design concepts were presented to both the Historic Avondale Merchants Association on April 16, 2015 and to the Municipal Art Committee on April 21, 2015. The majority of the feedback received at the two meetings was very positive and the overall support gravitated to design concept #1 subject to a few minor modifications. Those modifications consisted of changing the tag-line on the top of the sign, reducing the amount of ornamentation on the poles, and incorporating additional lighting throughout the arch. All the changes to Option #1 are reflected in the attached concept.

BUDGET IMPACT:

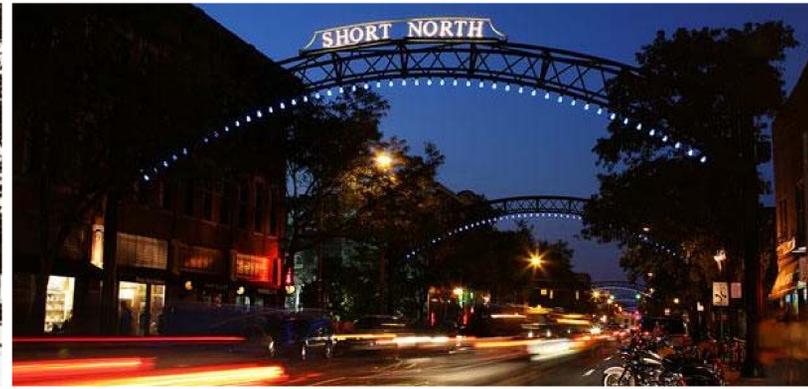
The funding amount of \$200,000 for the Western Avenue Gateway Arch is included in the FY17 Capital Improvement Plan under the One-Time Project Fund. Based on the preferred option #1, the estimate to construct and install the gateway arch is \$165,491.

RECOMMENDATION:

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

ATTACHMENTS:**Description**

[Western Avenue Arch Concepts](#)



**CITY OF AVONDALE
1946 TO 2016**

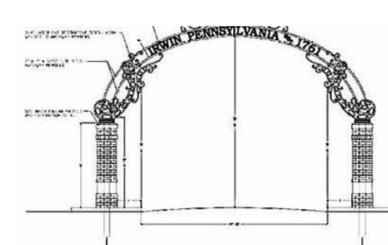
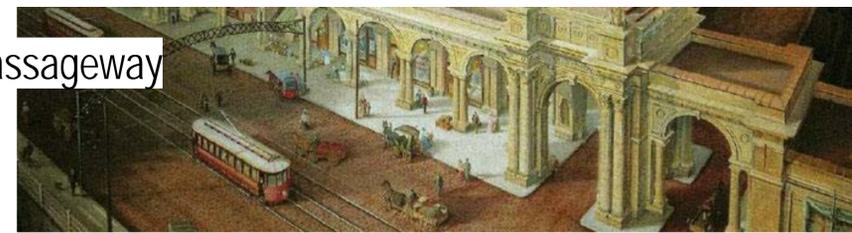
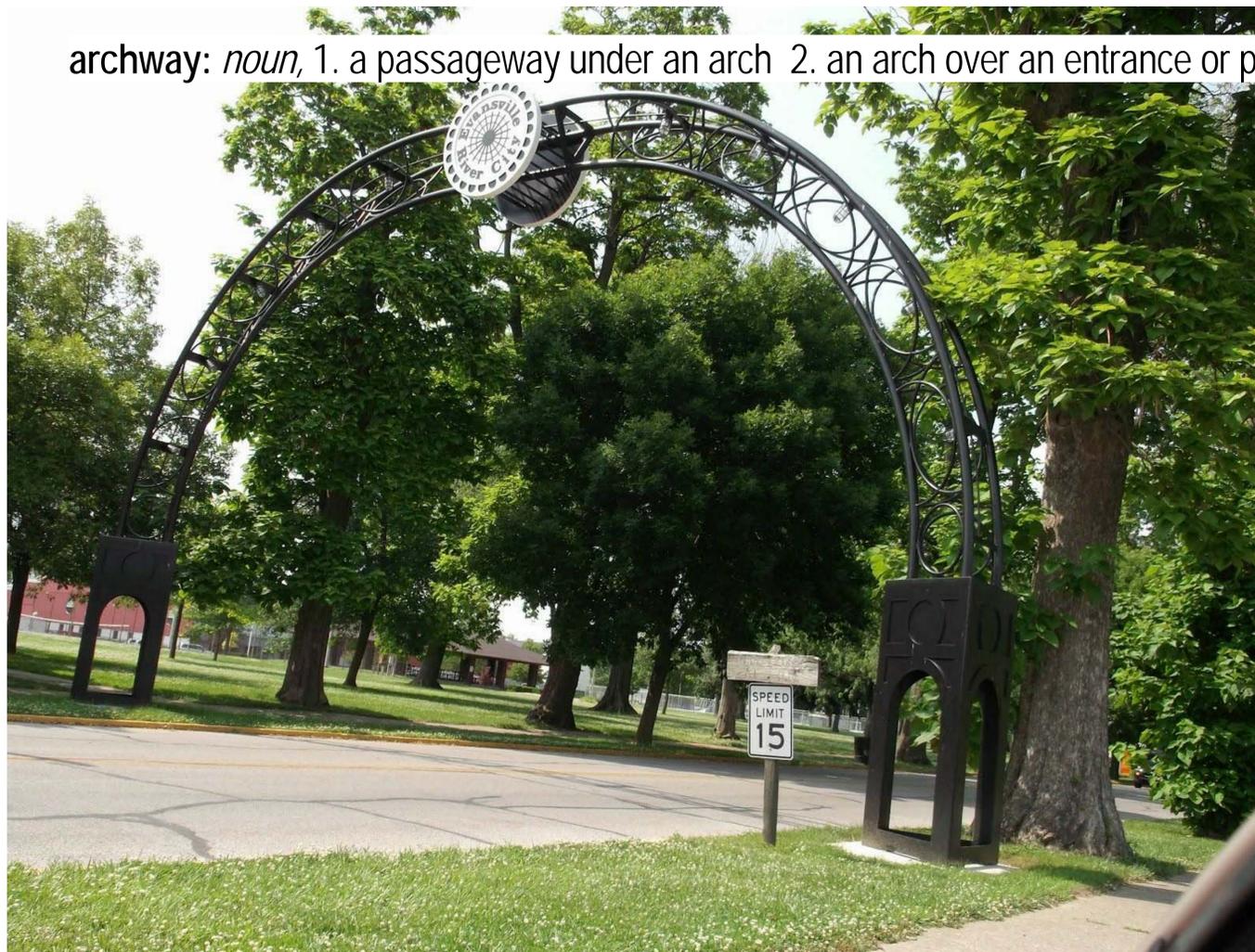
What sets one community apart from another? How do residents of a community feel about their quality of life, their neighborhoods, their future? What is "Avondale" to the people who live there, and to those who view it from the outside?

Avondale is a community where people share a deep sense of pride in what has been accomplished and what it is today. In Avondale, there is strong belief that the blending of a broad spectrum of cultures comes from a true sense of harmony throughout the community, and not mere rhetoric about diversity.

In Avondale, people and businesses are welcomed with open arms and supported in a way that exemplifies a progressive, intelligent and driven City.

There is a sense of optimism in Avondale that translates to young families and others finding a place that gives them confidence to achieve greatness.

archway: *noun*, 1. a passageway under an arch 2. an arch over an entrance or passageway



What sets Avondale apart is the way people believe it is their City and their home that stimulates this achievement. Avondale provides the foundation for those who call it home to set and reach their goals and aspirations. The people of Avondale feel strongly that the city is on a course for a bright future. They have supported an approach to growth that follows their sense of achievement. Avondale is a city of possibilities with unified leaders in the private and public sector who are dedicated to continuing the smart growth of the past decade.



CITY OF AVONDALE MEMORIAL GATEWAY ARCH

DYSART ROAD & WESTERN AVENUE
AVONDALE, AZ

ARCHITECTURAL PRESENTATION BOARD SHOWING DESIGN PRECEDENCE FOR ARTS COMMISSION MEETING ON MARCH 17, 2015

Michael Baker
INTERNATIONAL
MICHAEL BAKER JR. INC.
2929 N. CENTRAL AVE. 800
PHOENIX, AZ 85012

© Michael Baker Intl 2015



EXISTING ARCHITECTURAL ELEMENTS OF WESTERN AVENUE



EXISTING WESTERN AVENUE STREETScape SHOWING A SENSE OF SCALE

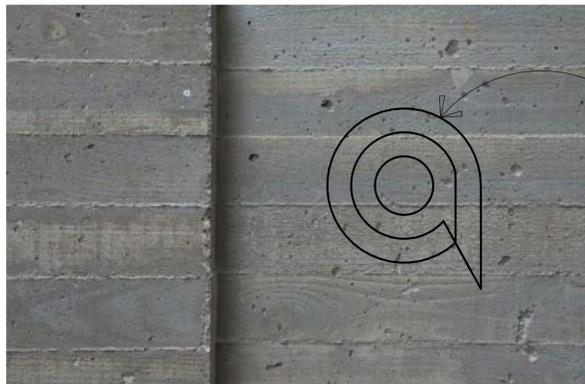
"Board-formed Concrete" is the name for a process of patterning concrete that leaves a wood grain image on the finished face of the concrete, and is well-suited as a finished material that relates back to cast-in place irrigation canals frond throughout the region.

Manufactured versatile line of liquid mold rubbers, liquid casting plastics/resins/foams and other specialty molding and casting materials. These products are used for a wide variety of applications, including concrete casting, sculpture reproduction, architectural restoration, special effects, candle and soap making, prototyping and much more. - Polytek.

Prefabricated steel arch truss to span the east end of Western Avenue, and may incorporate light fixtures. This element is intended to reference back to the metal agricultural buildings that can be found throughout the Avondale region.



BOARD CAST CONCRETE AT ARCHWAY BASE



STEEL SUPERSTRUCTURE AT ARCHWAY

PROPOSED MATERIAL SELECTIONS

DESIGN STATEMENT



A GATEWAY THAT IS UNIQUE TO AVONDALE AND SETS A PRECEDENT FOR THE RENEWAL OF WESTERN AVENUE AS A DESTINATION POINT, AND NOT AS A THROUGHWAY.

POINT, AND NOT AS A THROUGHWAY.

- **Throughway:** *noun*, a major road or highway.
- **Destination:** *adjective*, being a place that people will make a special trip to visit.
- **Point:** *verb*, direct someone's attention to the position of something.

TO SET A PRECEDENT THAT IS BASED ON AVONDALE'S AGRICULTURAL ROOTS

MATERIALS SELECTED BASED ON EXISTING ARCHITECTURAL ELEMENTS THAT CAN BE FOUND ADJACENT TO THE SITE

TO MAKE USE OF THE EXISTING SCALE OF WESTERN AVENUE, WHILE STILL MEETING A-DOT HEIGHT REQUIREMENTS



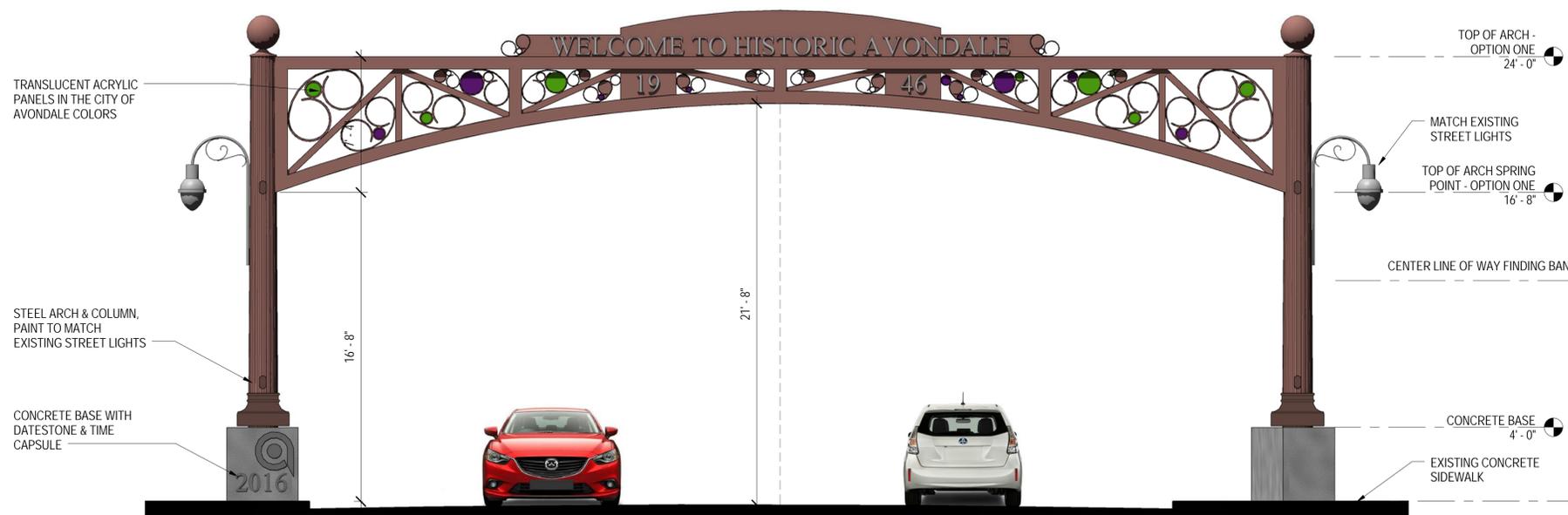
CITY OF AVONDALE MEMORIAL GATEWAY ARCH

DYSART ROAD & WESTERN AVENUE
AVONDALE, AZ

ARCHITECTURAL PRESENTATION BOARD SHOWING MATERIAL SELECTIONS AND DESIGN STATEMENT FOR ARTS COMMISSION MEETING ON MARCH 17, 2015



© Michael Baker Intl 2015



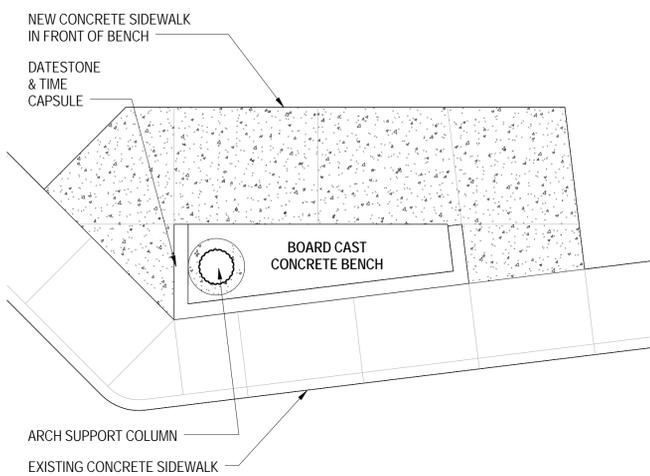
1 EAST ELEVATION - OPTION ONE (PAINTED STEEL)
SCALE: 1/4" = 1'-0"



3 WAY FINDING POSTS & BANNERS
SCALE: 3/4" = 1'-0"



2 EAST ELEVATION - OPTION TWO (EXPOSED RUSTIC STEEL)
SCALE: 1/4" = 1'-0"



4 PLAN - CONCRETE BENCH
SCALE: 1/4" = 1'-0"



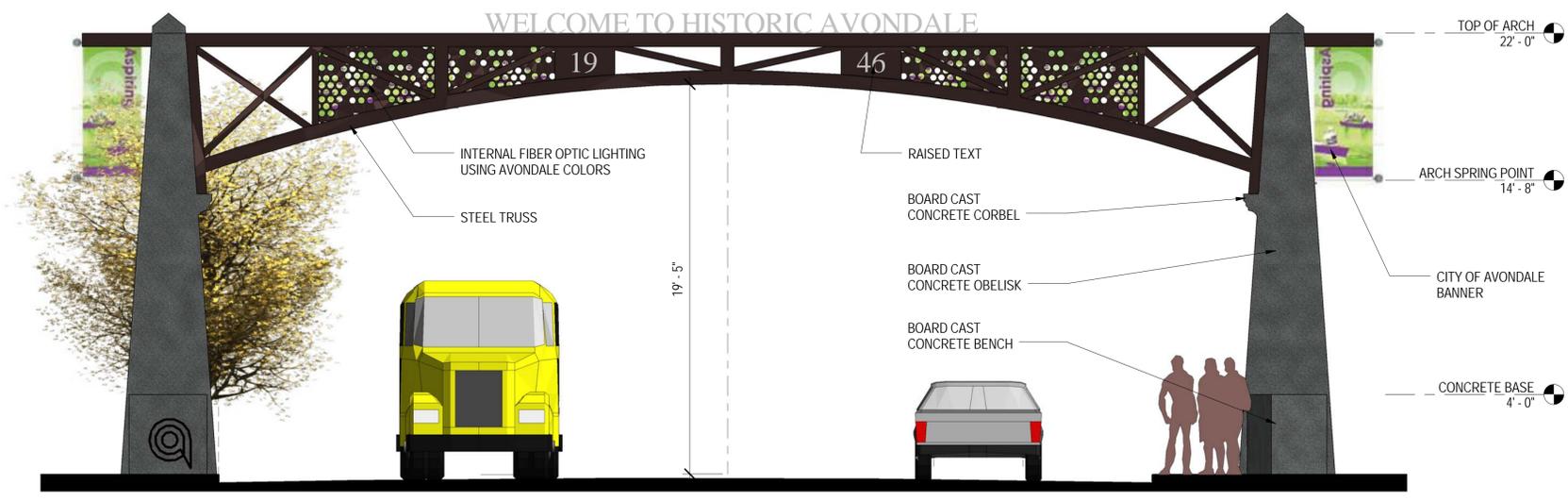
CITY OF AVONDALE MEMORIAL GATEWAY ARCH

DYSART ROAD & WESTERN AVENUE
AVONDALE, AZ

ARCHITECTURAL PRESENTATION BOARD - DESIGN ELEVATIONS

Michael Baker
INTERNATIONAL
MICHAEL BAKER JR. INC.
2929 N. CENTRAL AVE. 800
PHOENIX, AZ 85012

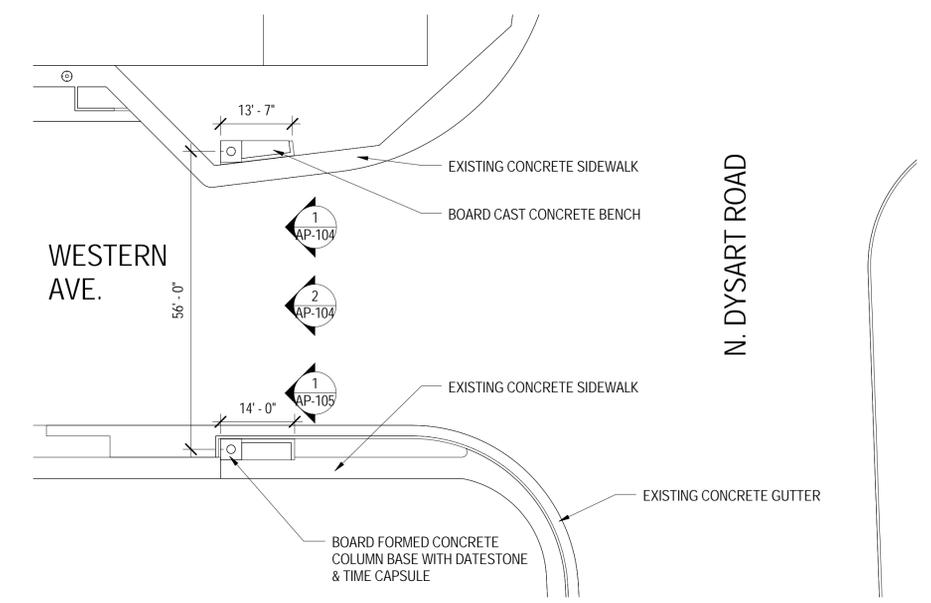
© Michael Baker Intl 2015



1 EAST ELEVATION - OPTION THREE
SCALE: 1/4" = 1'-0"



2 VIEW TO THE NORTHWEST FROM N. DYSART RD.
SCALE:



3 1st Floor Plan - Existing
SCALE: 1/16" = 1'-0"



CITY OF AVONDALE MEMORIAL GATEWAY ARCH

DYSART ROAD & WESTERN AVENUE
AVONDALE, AZ

ARCHITECTURAL PRESENTATION BOARD - DESIGN ELEVATIONS

Michael Baker
INTERNATIONAL
MICHAEL BAKER JR., INC.
2929 N. CENTRAL AVE. 800
PHOENIX, AZ 85012

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REGULAR COUNCIL MEETING
June 15, 2015
7:00 PM

CALL TO ORDER BY MAYOR WEISE
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of May 18, 2015
2. Regular Meeting of May 18, 2015
3. Work Session of June 1, 2015
4. Regular Meeting of June 1, 2015

b. LIQUOR LICENSE SERIES 12 (RESTAURANT) ACQUISITION OF CONTROL - RAUL AND THERESA'S RESTAURANT

City Council will consider a request to approve an application submitted by Mr. Alonso Marin for acquisition of control of a Series 12 (Restaurant) License to sell all spirituous liquor at Raul and Theresa's Restaurant located at 519 W Main Street in Avondale. The Council will take appropriate action.

c. LIQUOR LICENSE SERIES 9 (LIQUOR STORE) ACQUISITION OF CONTROL - SAFEWAY PIR

City Council will consider a request to approve an application submitted by Ms. Andrea Lewkowitz for acquisition of control of a Series 9 (Liquor Store) License to sell all spirituous liquor at the Safeway PIR located 7602 S. Avondale Blvd., Ste B in Avondale. The Council will take appropriate action.

d. MEMORANDUM OF UNDERSTANDING - WEST VALLEY ARTS COUNCIL FOR GALLERY 37 PROJECT

City Council will consider a request to approve a Memorandum of Understanding with the West Valley Arts Council for a Gallery 37 Project at Friendship Park's proposed splash pad site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. COOPERATIVE PURCHASING AGREEMENT - RIDDLE PAINTING & COATINGS

City Council will consider a request to approve a Cooperative Purchasing Agreement with Riddle Painting & Coatings to provide painting services for City facilities in the amount not to exceed \$90,000 over a contract term of 3 years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents. The Council will take the appropriate action.

f. PROFESSIONAL SERVICES AGREEMENT - KIMLEY-HORN AND ASSOCIATES, INC. - MCDOWELL ROAD IMPROVEMENTS

City Council will consider a request to approve a Professional Services Agreement with Kimley-Horn and Associates Inc. to provide design services for the McDowell Road Improvement Project in the amount of \$149,991 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. CONSTRUCTION CONTRACT AWARD - RK SANDERS INC. FOR 107TH AVENUE PRIVATE IRRIGATION IMPROVEMENTS AND 119TH AVENUE/MCDOWELL DRAINAGE BASIN

City Council will consider a request to award a Construction Contract to RK Sanders Inc. to provide construction services for the 107th Avenue Private Irrigation Improvements and the temporary drainage basin at the northeast corner of 119th Avenue and McDowell Rd in the amount of \$232,214, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. CONTRACT FOR PROFESSIONAL SERVICES - MUNICIPAL SOLUTIONS, LLC FOR STRATEGIC PLANNING SERVICES

City Council will consider a request to award a contract for professional services to Municipal Solutions, LLC, in an amount not to exceed \$42,000, to provide expert planning services for the development of the multi-year City of Avondale Strategic Plan and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. FIRST AMENDMENT TO THE AGREEMENT WITH PCI&TS, LLC FOR INTERPRETING AND TRANSLATING SERVICES

City Council will consider a request to approve the first amendment to the professional services agreement with PCI & TS LLC for professional court interpretation and translation services, to increase the annual agreement amount for each renewal term from \$22,000 to \$36,000 and the maximum aggregate from \$110,000 to \$180,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 3258-615 - INTERGOVERNMENTAL AGREEMENT WITH CTIY OF GLENDALE FOR LAW ENFORCEMENT SERVICES AT UNIVERSITY OF PHOENIX STADIUM

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Glendale to provide professional law enforcement and security services at the University of Phoenix Stadium and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 3259-615 - INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE RELATED TO ADMINISTRATION OF THE CITY'S TRANSACTION PRIVILEGE TAX

City Council will consider a resolution approving an Intergovernmental Agreement with the State of Arizona Department of Revenue related to the administration, collection, audit and licensing of transaction privilege (sales) tax and authorizing the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 3260-615 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT RELATED TO THE SOUTHWEST FAMILY ADVOCACY CENTER

City Council will consider a resolution approving an amendment to an Intergovernmental Agreement between the City of Avondale, City of Buckeye, City Goodyear, and the County of Maricopa regarding the operation of the Southwest Family Advocacy Center and authorize the Mayor or the City Manager and the City Clerk to execute the Agreement. The City Council will take the appropriate action.

4 PUBLIC HEARING - FINAL FY 2015-2016 BUDGET AND PROPERTY TAX LEVY

City Council will hold a public hearing on the proposed property tax levy and adoption of the final budget for fiscal year 2015-2016 in the amount of \$176,731,990. The Council will take appropriate action.

**SPECIAL MEETING
AGENDA
CALL TO ORDER BY MAYOR**

1 ROLL CALL BY THE CITY CLERK

2 RESOLUTION 3261-615 - SETTING FORTH THE FINAL BUDGET AND FEE SCHEDULE FOR FY 2015-2016

City Council will convene a special meeting and consider a resolution approving the fee schedule and final budget for fiscal year 2015-2016 in the amount of \$176,731,990. The Council will take the appropriate action.

3 ADJOURN THE SPECIAL MEETING

RECONVENE the REGULAR SESSION

5 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR QUIKTRIP CONVENIENCE STORE WITH GASOLINE STATION (PL-14-0239)

City Council will hold a public hearing and consider a request by Mr. Brian Greathouse, Burch & Cracchiolo, P.A., for a Conditional Use Permit (CUP) for a QuikTrip convenience store and gasoline station located on the northwest corner of Coldwater Springs Boulevard and Avondale Boulevard. The Council will take appropriate action.

6 LIQUOR LICENSE - SERIES 10 - BEER AND WINE STORE - QUIKTRIP #1424

City Council will consider a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #1424 to be located at 150 N Avondale Blvd in Avondale. The Council will take appropriate action.

7 PUBLIC HEARING - ORDINANCE 1584-615 - PALM VALLEY-AVONDALE PAD AMENDMENT

City Council will hold a public hearing and consider an ordinance to amend the Palm Valley-Avondale Planned Area Development located at the southeast corner of Dysart Road and Thomas Road to 1) allow a convenience store with gasoline station as a conditionally permitted use within the Palm Valley-Avondale PAD, 2) allow an increase in fuel canopy length from 150 feet to 158 feet, and 3) allow for three button (Logo) signs on the fuel canopy as requested by Mr. Brian Greathouse, Burch & Cracchiolo, P.A.. The Council will take appropriate action.

8 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR QUIKTRIP CONVENIENCE STORE WITH GASOLINE STATION (PL-14-0241)

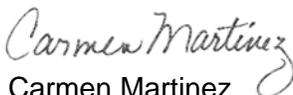
City Council will hold a public hearing and consider a request request by Mr. Brian Greathouse, Burch & Cracchiolo, P.A., for a Conditional Use Permit (CUP) for a QuikTrip convenience store and gasoline station located at the southeast corner of Dysart Road and Thomas Road (PL-14-0241).

9 LIQUOR LICENSE - SERIES 10 - BEER AND WINE STORE - QUIKTRIP #423

City Council will consider a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #423 to be located at 2825 N Dysart Road in Avondale. The Council will take appropriate action.

10 ADJOURNMENT

Respectfully submitted,


Carmen Martinez
City Clerk

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CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 12 (Restaurant)
Acquisition of Control - Raul and Theresa's
Restaurant

MEETING DATE:

6/15/2015

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

PURPOSE:

Staff is recommending approval of an application submitted by Mr. Alonso Martin on behalf of L&M Holdings Enterprises LLC for acquisition of control of a Series 12 (Restaurant) License to sell all spirituous liquor at Raul and Theresa's Restuarant located at 519 W Main Street in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Alonso Martin on behalf of L&M Holdings Enterprises LLC for acquisition of control of a Series 12 (Restaurant) License to sell all spirituous liquor at Raul and Theresa's Restuarant located at 519 W Main Street in Avondale due to a change in ownership. The required fees totaling \$1,050.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted at the location for the required period of time starting May 14, 2015 and a notice was published in the West Valley View on June 9 and June 12, 2015. No comments have been received.

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

RECOMMENDATION:

Staff is recommending approval of an application submitted by Mr. Alonso Martin on behalf of L&M Holdings Enterprises LLC for acquisition of control of a Series 12 (Restaurant) License to sell all spirituous liquor at Raul and Theresa's Restuarant located at 519 W Main Street in Avondale..

ATTACHMENTS:**Description**

[Application and related documents](#)

SERIES 12 (RESTAURANT) LIQUOR LICENSE APPLICATION – RAUL
AND THERESA’S RESTAURANT

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/34773>



CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 9 (Liquor Store)
Acquisition of Control - Safeway PIR

MEETING DATE:

6/15/2015

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

Staff is recommending approval of an application submitted by Ms. Andrea Lewkowitz for acquisition of control of a Series 9 (Liquor Store) License to sell all spirituous liquor at the Safeway PIR located 7602 S. Avondale Blvd., Ste B in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Ms Andrea Lewkowitz for acquisition of control of the Series 9 liquor license at Safeway PIR. The required fees totaling \$950.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted at the location for the required period of time starting May 14, 2015 and a notice was published in the West Valley View on June 9 and June 12, 2015. No comments have been received.

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

RECOMMENDATION:

Staff is recommending approval of an application submitted by Ms. Andrea Lewkowitz for acquisition of control of a Series 9 (Liquor Store) License to sell all spirituous liquor at the Safeway PIR located 7602 S. Avondale Blvd., Ste B in Avondale.

ATTACHMENTS:

Description

[Application and related documents](#)

SERIES 09 (LIQUOR STORE) LIQUOR LICENSE APPLICATION -
SAFEWAY PIR

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/34773>



CITY COUNCIL AGENDA

SUBJECT:

Memorandum of Understanding - West Valley
Arts Council for Gallery 37 Project

MEETING DATE:

6/15/2015

TO: Mayor and Council**FROM:** Pier Simeri, Community Relations and Public Affairs Director**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Memorandum of Understanding (MOU) with the West Valley Arts Council for a Gallery 37 Project at Friendship Park's proposed splash pad site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Gallery 37 is a program that began in the West Valley in 1999 that was adopted from a Chicago model that provides art instruction, as well as project, college and career training to high school students interested in pursuing a career in art. The program is held during the summer months over a four to six week period at Estrella Mountain Community College, under the guidance of a Master Artist. As part of the program, students receive college credits in Art Design & Career and Personal Development and a stipend for work.

To date, the West Valley Arts Council has implemented 15 Gallery 37 projects in several cities across West Valley; Avondale, Buckeye, El Mirage, Goodyear, Surprise & Tolleson. The City of Avondale has been the proud recipient of five (5) Gallery 37 projects, including the Solar Continuum Sun Dial project at the Civic Center Library and Astral Projections, consisting of sculptural light fixtures at the former City Hall Building (now Gangplank Avondale.)

DISCUSSION:

In Summer of 2014, the West Valley Arts Council approached the City about hosting another Gallery 37 Project. The Avondale Municipal Art Committee discussed the possibility of various projects and several sites in Avondale, and on January 13, 2015, voted for Friendship Park's proposed splash pad as the site where the 2015 Gallery 37 public art piece would be installed.

On April 21, 2015, West Valley Art Council executive director Bernadette Mills and artist Leslie Scott of On-Wall-Mosaics, presented the concept of a LithoMosaic (a process whereby mosaic tiles are embedded so that they are flush with the concrete) that would surround the splash pad area at Friendship Park.

On June 10, 2015, Gallery 37 students, under the supervision of the Master Artist, presented their concept to city representatives at a special meeting held at Estrella Mountain Community College. The project timeline is as follows:

- June 10, 2015: Apprentices present design concept to stakeholders in formal presentation
- Last 2 weeks in June: Fabrication for art piece begins

Installation for the art piece will take place later this year, pending the construction schedule of the splash pad at Friendship Park. The mosaic public art piece will be stored until the concrete around the splash pad is ready to be poured.

BUDGET IMPACT:

The Avondale Municipal Art Committee voted on April 21, 2015 to contribute \$25,000 in funding towards the Galley 37 Project. The funds would come out of the Committee's budget.

West valley Arts Council has received \$10,000 from the National Endowment for the Arts, in kind support from EMCC, and is seeking additional funding for the project.

RECOMMENDATION:

Staff recommends that the City Council approve a Memorandum of Understanding (MOU) between the City and West Valley Arts Council for a Gallery 37 Project at Friendship Park's proposed splash pad site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents .

ATTACHMENTS:

Description

[MOU - WVAC - Gallery 37 Project](#)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AVONDALE
AND
THE WEST VALLEY ARTS COUNCIL
FOR THE WEST VALLEY ARTS COUNCIL'S 2015 GALLERY 37 PROJECT

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of June 15, 2015, between the City of Avondale, an Arizona municipal corporation (the "City") and the West Valley Arts Council, an Arizona nonprofit corporation ("WVAC") regarding the West Valley 2015 Gallery 37 Project (the "Project"). The City and WVAC may be referred to herein collectively as the "Parties."

RECITALS

A. The Project is an annual public art project for area youth, through which young artists are hired by WVAC to create a public art piece for permanent display in one of the West Valley communities.

B. The Project will be owned by and housed within the City, pursuant to the agreed upon terms in this MOU.

C. The purpose of this MOU is to establish cooperative interaction between the City and WVAC for the placement of the Project.

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 Parties hereby agree as follows:

1. WVAC's Responsibilities. WVAC shall:

a. Produce a decorative element to serve as functional public art at Friendship Park, 12325 West McDowell Road, Avondale, Arizona ("Friendship Park"). The decorative element will be added to the concrete around the splash pad playground and the surrounding area.

b. Provide the functional public art piece for installation at Friendship Park on or before the end of November 2015.

c. Assist the City in the installation of the public art piece by providing a supervising artist and or subject matter expert to direct the installation.

d. Assume financial responsibility for providing the qualified artist to consult with the City regarding the installation of the public art piece.

e. Assist the City in the repair and on-going maintenance of the public art piece by recommending a qualified artist to supervise such repairs and maintenance as may be requested by the City.

f. Work with City staff to plan and jointly host the dedication of the artwork, which will be in conjunction with the re-opening of Friendship Park.

g. Assume all responsibility for Project participants.

2. City's Responsibilities. The City shall:

a. Provide a monetary contribution in the amount of \$25,000.00 to West Valley for the Project, to be used at West Valley's discretion.

b. Support WVAC and qualified artist in the responsibility for the physical installation, repair and on-going maintenance of the public art piece, including all associated labor and costs.

c. Notwithstanding the recommendations of the qualified artist provided by WVAC, the City shall have the final authority regarding the placement and installation of the Project as befits the interest of public health and safety.

3. Insurance. WVAC shall provide certificates of insurance evidencing coverage acceptable to the City not later than the installation date. Such coverage must (i) include general liability insurance with a limit of not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate, (ii) include coverage for bodily injury, broad form property damage and personal injury for all Project participants, employees, guests or invites, (iii) name the City as additional insured and loss payee, as appropriate and (iv) remain in full force and effect for the term of the Project.

4. Indemnification. To the fullest extent permitted by law, WVAC shall indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from WVAC's negligent acts, willful misconduct, errors, omissions or mistakes in the performance of this MOU. WVAC's duty to indemnify and hold harmless the City, its agents, representatives, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes, related to this MOU.

To the fullest extent permitted by law, the City shall indemnify and hold harmless WVAC, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the City's negligent acts, willful misconduct, errors, omissions or mistakes in the performance of this MOU. The City's duty to indemnify and hold harmless WVAC, its agents, representatives, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes, related to this MOU.

5. Governing Law. This MOU shall be construed in accordance with, and governed by, the laws of the State of Arizona, without regard to the application of conflicts of law principles.

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

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, WVAC and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). WVAC or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this MOU and may result in the termination of this MOU by the City.

8. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the MOU as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this MOU are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its agreement obligations, this MOU shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this MOU. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this MOU in any budget in any fiscal year other than the fiscal year in which the MOU is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this MOU. The City shall keep WVAC informed as to the availability of funds for this MOU. The obligation of the City to make any payment pursuant to this MOU is not a general obligation or indebtedness of the City. WVAC hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this MOU pursuant to this section.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first written above.

“City”

CITY OF AVONDALE, an
Arizona municipal corporation

“WVAC”

WEST VALLEY ARTS COUNCIL,
an Arizona nonprofit corporation

David Fitzhugh, City Manager

Bernadette Mills, Executive Director



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Riddle
Painting & Coatings

MEETING DATE:

6/15/2015

TO: Mayor and Council**FROM:** Ava Gutwein, Acting Parks, Recreation and Libraries Director 623-333-2641**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Riddle Painting & Coatings. to provide painting services for City facilities in the amount not to exceed \$90,000 over a contract term of 3 years and authorize the Mayor or the City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, Mohave Educational Services Cooperative, Inc. entered into contract No.15E-RIDDLE-0403 dated April 3, 2015 for the contractor to provide interior/exterior painting and other coating applications.

The City wishes to enter into an agreement with Riddle Painting Inc. under the Mohave Educational Services Cooperative, Inc. Contract No. 15E-RIDDLE-0403 for painting services for city facilities.

DISCUSSION:

The term of the Cooperative Purchasing Agreement with Riddle Painting & Coatings shall be a one year initial term beginning June 15, 2015 and will remain in effect until April 3, 2016. After the expiration of the initial term, the agreement can be renewed for up to two successive one year terms. Staff will analyze the contractor's performance each year and recommend each one year extension based on performance and available funding. Each extension must be approved in writing by the City Manager. The extension agreements will include any price adjustments approved by the City of Avondale.

This is an indefinite quantity and indefinite delivery agreement for services. The city does not guarantee any minimum or maximum number of purchases will be made. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved.

The agreement limits expenditures to an annual aggregate amount not to exceed \$30,000 and the maximum aggregate amount over the possible 3 year term of \$90,000.

BUDGET IMPACT:

Funding for the painting services Cooperative Purchasing Agreement with Riddle Painting Inc. has been planned and budgeted for in the Facilities Division operating budget line item 101-5420-00-6320 (Contractual Maintenance Buildings & Grounds)

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Riddle Painting & Coatings for painting services for City facilities in the amount not to exceed \$90,000 dollars over the contract term of 3 years and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:**Description**

[CPA - Riddle Painting & Coatings](#)

COOPERATIVE PURCHASING AGREEMENT –
RIDDLE PAINTING & COATINGS

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement - Kimley-Horn
and Associates, Inc. - McDowell Road
Improvements

MEETING DATE:

6/15/2015

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 approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. (Kimley-Horn) to provide design services for the McDowell Road Improvement Project in the amount of \$149,991 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City's current Capital Improvement Program includes a project to improve McDowell Road from the Agua Fria Bridge to Avondale Boulevard. (see attached vicinity map). This roadway is deteriorated to a point where routine maintenance measures are not enough necessitating its replacement and/or rehabilitation.

The primary project goals as described in the Capital Improvement Plan are to replace the distressed pavement and to reduce the super elevations (road cross slope) of the curves near Friendship Park. The ramifications of reducing the super-elevations resulted in substantial heavy construction including the complete removal, re-grading and realignment of the roadway, curbs, gutters and street lighting as well as reconstruction of underground utilities from 119th Avenue to the bridge. The extensive work required by the design resulted in an estimated total construction cost of approximately \$5 million, significantly more than the Capital Improvement Program budget of \$2.9 million. Allocating additional funds to the project in the foreseeable future is not a viable option. Given the preceding facts, staff reconsidered the design assumptions and determined the best solution is to reduce the scope of work to align with the project budget and to accomplish the main goal of replacing/rehabilitating the pavement and making safety improvements. This change in scope will require a professional services agreement with Kimley-Horn to prepare new design and construction documents.

DISCUSSION:

In an effort to complete the project within budget, staff looked into a reduction of scope. It was determined that by retaining the existing super elevation and not realigning a portion of the roadway, costs of the project would be reduced while the roadway section would still be enhanced. This approach means all existing infrastructure (excepting pavement) will remain in place. The new design will consider several alternative pavement treatments to maximize the effective use of the budget. Various pavement treatments such as mill and overlay and strategic reconstruction, based on pavement conditions, will be considered for portions of the roadway from Agua Fria River Bridge

to 119th Avenue. Improvements in this section of the project will also include a medians, bike lanes, additional lighting, landscaping, and drainage improvements.

The pavement between 119th Avenue and Avondale Boulevard requires complete pavement reconstruction. No other improvements, such as sidewalk or street lighting, are proposed for this section of the road. With the reduction in scope, the new Engineers Estimate is approximately \$2.7 million, a savings of more than \$2.5 million.

The scope of work for this project will include, but not be limited to:

- Geometric Analysis and Design
- Drainage Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

Staff had previously worked with several consultants to create a pre-final design product. With the level of project knowledge these firms had, staff believes it in the best interest of the project to retain these consultants for the redesign. All consultants are considered to be competent and knowledgeable firms. However, it is much more efficient to have one lead consultant with one project contract instead of five contracts. Staff requested, received, and negotiated a proposal from Kimley-Horn for engineering services for the delivery of plans, specifications, and an engineer's estimate for roadway, sidewalk, traffic signal, and drainage improvements. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of \$149,991.

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:

90% Plans – November 2015

Final Plans – February 2016

Construction:

Bid Award – March 2016

Begin Construction – April 2016

End Construction – December 2016

BUDGET IMPACT:

Funding for this project is available in CIP Street Fund Line Item No. 304-1287-00-8420, McDowell Road - Bridge to Avondale Boulevard.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. (Kimley-Horn) to provide design services for the McDowell Road Improvement Project in the amount of \$149,991 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[PSA - Kimley-Horn and Associates, Inc.](#)

[McDowell Rd Vicinity Map](#)

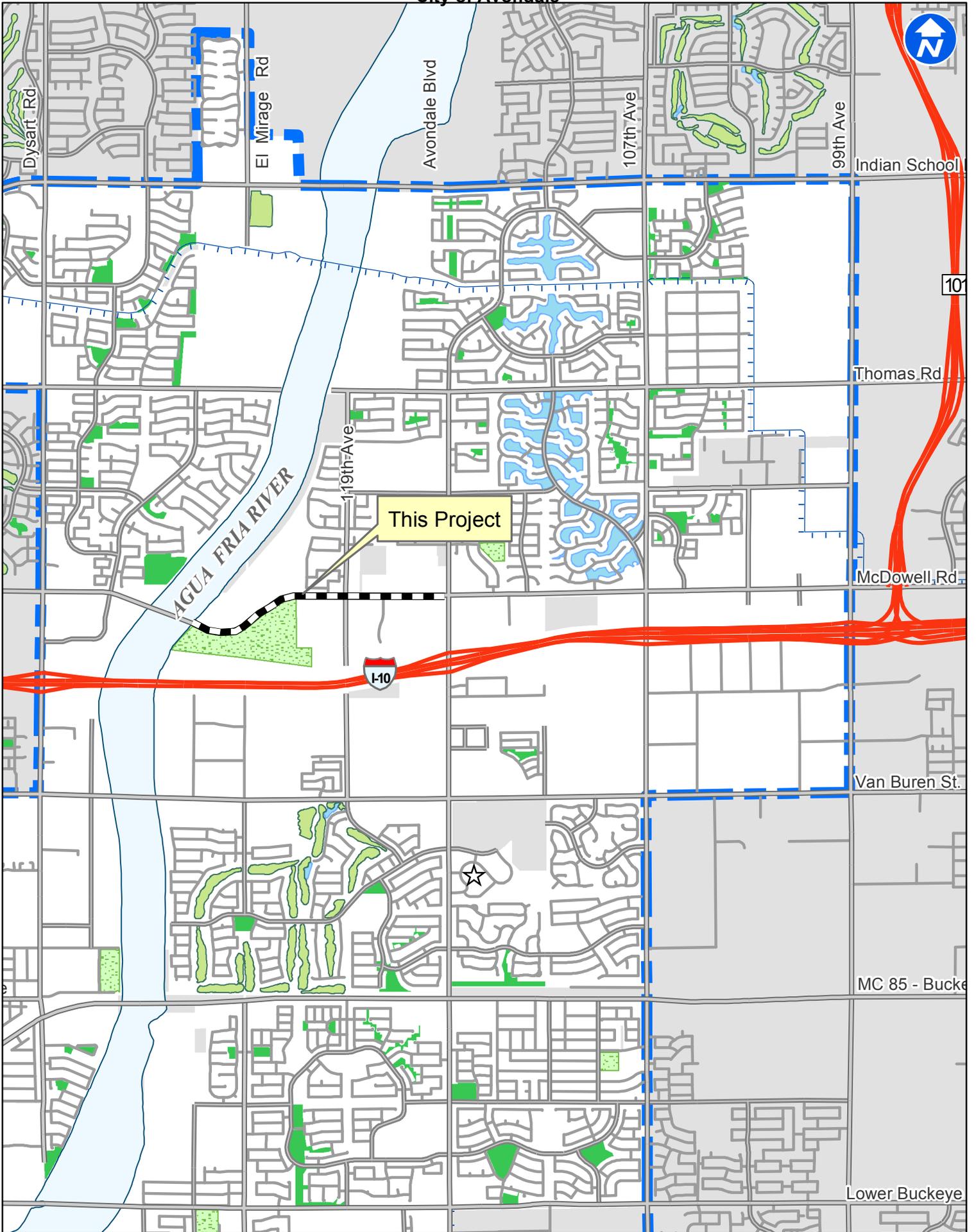
PROFESSIONAL SERVICES AGREEMENT – KIMLEY-HORN AND ASSOCIATES, INC.
FOR MCDOWELL ROAD IMPROVEMENTS

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City of Avondale



Vicinity Map
McDowell Rd Improvements



CITY COUNCIL AGENDA

SUBJECT:

Construction Contract Award - RK Sanders Inc.
for 107th Avenue Private Irrigation Improvements 6/15/2015
and 119th Avenue/McDowell Drainage Basin

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 City Council approve a Construction Contract with RK Sanders, Inc. to provide construction services for the 107th Avenue Private Irrigation Improvements and the temporary drainage basin at the northeast corner of 119th Avenue and McDowell Rd in the amount of \$232,214, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City's current Capital Improvement Program includes a project to widen the roadway on 107th Avenue from Roosevelt Street to Van Buren Street. 107th Avenue will be widened to a 5-lane section within the limits. Temporary drainage will be included as well. This project will work in conjunction with SRP irrigation improvements to the west side of 107th Avenue from Roosevelt Street to Van Buren Street.

DISCUSSION:

In order to prepare for the SRP relocations, the existing private irrigation system has to be relocated. This project will relocate the private irrigation.

Due to the similarity of work and the pressing need, a bid alternative is included in this work to construct a temporary drainage basin at the northeast corner of 119th Avenue and McDowell Road. There is a drainage concern at this location and addressing this before the next monsoon season is a priority.

The main scope of work for this project will include:

- Installation of a concrete lined (irrigation) ditch, 24-in RGRCP and concrete collars, concrete block junction box and slide gates, concrete headwalls.
- Removal of existing irrigation facilities.
- A bid alt for the installation of a temporary retention basin at 119th Avenue and McDowell Road.

The Project is located in private property, APN 102-56-005P, along the west side of 107th Avenue, between Van Buren Street and Roosevelt Street.

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on May 12 and May 19, 2015 and the Arizona Business Gazette on May 14, 2015. The Development and Engineering Services Department held a non-mandatory pre-bid meeting on May 20, 2015. Four (4) bids were received and opened on June 2, 2015. Each bid package was reviewed and three (3) bidders met the bidding requirements. The firms meeting requirements and the amount of their bids are as follows:

BIDDER	BASE BID AMOUNT	BID ALT NO. 1 AMOUNT	TOTAL BID AMOUNT	M/DBE
RK Sanders, Inc.	\$164,508.00	\$67,706.00	\$232,214.00	No
Carson Construction	\$203,061.87	\$101,778.88	\$304,840.75	No
RedPoint Construction	\$170,525.00	\$72,516.00	\$243,041.00	No

RK Sanders, Inc. with a bid of \$232,214.00 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes RK Sanders, Inc to be competent and qualified for this project. RK Sanders, Inc. has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this Contractor.

The bid tabulation sheet which provides a detailed, bid item breakdown of each bid is attached.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	6/16/15
Pre-Construction Conference	6/30/15
Notice-to-Proceed	7/6/15
Begin Construction	7/6/15
Project Completion	8/31/15

BUDGET IMPACT:

Funding for this project in the amount of \$164,508 is available in CIP Street Fund Line Item No. 304-1330-00-8420, 107th Avenue, Roosevelt Street to Van Buren Street.

Funding for the bid alternate in the amount of \$67,706 is available in CIP Street Fund Line Item No. 304-1287-00-8420, McDowell Road, Bridge to Avondale Boulevard.

RECOMMENDATION:

Staff is requesting that City Council approve a Construction Contract with RK Sanders, Inc. to provide construction services for the 107th Avenue Private Irrigation Improvements Project and the temporary drainage basin at the northeast corner of 119th Avenue and McDowell Rd in the amount of \$232,214, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[107th Ave Private Irrigation Bid Tab](#)

[RK Sanders - Proposal](#)

[Vicinity Map](#)



CITY OF AVONDALE
BID TABULATION SHEET
Solicitation # EN15-036 107th Ave Private Irrigation Improvements
BID DATE: June 2, 2015

				RK Sanders		Petra Contracting		Carson Construction		RedPoint Construction	
<u>Item No.</u>	<u>Description of Materials and/or Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
105.30010	As-Built Documentation	1	LS	\$1,000.00	\$1,000.00			\$1,266.25	\$1,266.25	\$700.00	\$700.00
105.80010	Construction Staking, Survey and Layout	1	LS	\$3,600.00	\$3,600.00			\$6,334.91	\$6,334.91	\$3,300.00	\$3,300.00
107.02000	NPDES/AZPDES; SWPPP	1	LS	\$3,200.00	\$3,200.00			\$10,305.69	\$10,305.69	\$13,500.00	\$13,500.00
109.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$10,000.00	\$10,000.00			\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
109.10010	Mobilization/Demobilization	1	LS	\$14,443.00	\$14,443.00			\$4,425.54	\$4,425.54	\$34,000.00	\$34,000.00
201.10000	Clearing and Grubbing	3	ACRE	\$694.00	\$2,082.00			\$1,522.99	\$4,568.97	\$700.00	\$2,100.00
211.01000	Fill Construction	1,145	CY	\$5.00	\$5,725.00			\$18.53	\$21,216.85	\$9.00	\$10,305.00
350.01100	Remove Existing Irrigation Pipe, Backfill and Compact	48	LF	\$26.00	\$1,248.00			\$23.70	\$1,137.60	\$20.00	\$960.00
350.01500	Remove Existing Concrete Headwall	2	EA	\$1,400.00	\$2,800.00			\$378.00	\$756.00	\$750.00	\$1,500.00
350.01600	Remove Existing Irrigation Structure	1	EA	\$1,500.00	\$1,500.00			\$756.00	\$756.00	\$750.00	\$750.00
350.01701	Remove Existing Concrete Lined Irrigation Ditch	2,395	LF	\$6.00	\$14,370.00			\$8.88	\$21,267.60	\$6.00	\$14,370.00
350.02000	Remove and Dispose Existing Gate	1	EA	\$900.00	\$900.00			\$159.97	\$159.97	\$500.00	\$500.00
510.10000	Concrete Block Junction Box (4'-8"x4'-8"), MAG Det. 504	1	EA	\$4,200.00	\$4,200.00			\$6,731.38	\$6,731.38	\$8,500.00	\$8,500.00
516.02710	24" Slide Gate, Fresno Valve 6600, Model 101C or Approved Equal	3	EA	\$2,900.00	\$8,700.00			\$1,967.41	\$5,902.23	\$2,700.00	\$8,100.00
523.01130	Concrete Headwall per MAG Det. 501-1 & 2 (<30")	3	EA	\$3,900.00	\$11,700.00			\$1,593.89	\$4,781.67	\$2,600.00	\$7,800.00
618.00824	Pipe Plug per MAG Det. 427, 24" Pipe	1	EA	\$1,500.00	\$1,500.00			\$794.47	\$794.47	\$300.00	\$300.00
618.00901	Concrete Collar per MAG 505 (<30")	2	EA	\$800.00	\$1,600.00			\$794.46	\$1,588.92	\$550.00	\$1,100.00



CITY OF AVONDALE
 BID TABULATION SHEET
 Solicitation # EN15-036 107th Ave Private Irrigation Improvements
 BID DATE: June 2, 2015

				RK Sanders		Petra Contracting		Carson Construction		RedPoint Construction	
<u>Item No.</u>	<u>Description of Materials and/or Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
618.20524	24-inch RGRCP, Class V	142	LF	\$84.00	\$11,928.00			\$64.69	\$9,185.98	\$94.00	\$13,348.00
635.04100	Concrete Lined (Irrigation) Ditch with 1 foot Bottom	1,231	LF	\$52.00	\$64,012.00			\$74.64	\$91,881.84	\$32.00	\$39,392.00
TOTAL*				\$164,508.00				\$203,061.87		\$170,525.00	
BID ALT NO. 1											
<u>Item No.</u>	<u>Description of Materials and/or Services</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
105.30010	As-Built Documentation	1	LS	\$1,500.00	\$1,500.00			\$431.48	\$431.48	\$650.00	\$650.00
105.80010	Construction Staking, Survey and Layout	1	LS	\$3,200.00	\$3,200.00			\$1,725.92	\$1,725.92	\$1,600.00	\$1,600.00
107.02000	NPDES/AZPDES; SWPPP	1	LS	\$3,200.00	\$3,200.00			\$5,834.90	\$5,834.90	\$11,400.00	\$11,400.00
109.10010	Mobilization/Demobilization	1	LS	\$6,000.00	\$6,000.00			\$5,696.76	\$5,696.76	\$8,500.00	\$8,500.00
201.10000	Clearing and Grubbing	1.24	ACRE	\$650.00	\$806.00			\$1,778.19	\$2,204.96	\$900.00	\$1,116.00
215.01510	Drainage Excavation	5,750	CY	\$4.00	\$23,000.00			\$6.64	\$38,180.00	\$3.00	\$17,250.00
625.10101	Drywell, "Maxiwell IV" or Equal, Basic Depth = 9 m (30')	2	EA	\$15,000.00	\$30,000.00			\$23,852.43	\$47,704.86	\$16,000.00	\$32,000.00
TOTAL BID ALT NO. 1 AMOUNT*				\$67,706.00				\$101,347.40		\$72,516.00	
TOTAL SUBMITTED BY BIDDER				\$164,508.00				\$203,061.87		\$170,525.00	
TOTAL BID ALT NO. 1 SUBMITTED BY BIDDER				\$67,706.00				\$101,778.88		\$72,516.00	
Required Attachments Included?				Yes			No	Yes		Yes	

*All bids are presumed to include all applicable taxes.

CONSTRUCTION CONTRACT AWARD – RK SANDERS, INC.

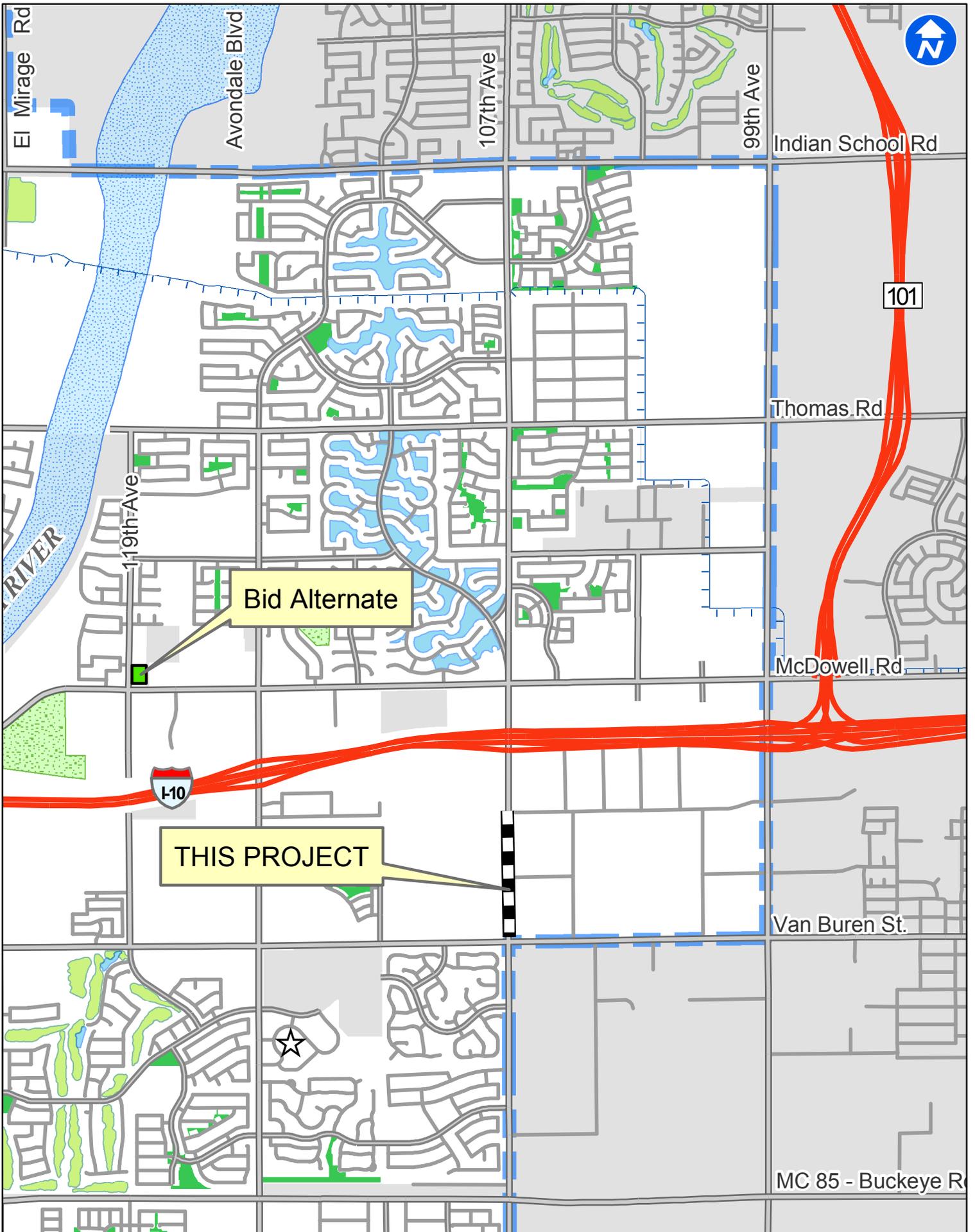
For 107th Avenue Private Irrigation Improvements

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City of Avondale



Vicinity Map
107th Avenue - Van Buren St to Roosevelt St



CITY COUNCIL AGENDA

SUBJECT:

Contract for Professional Services - Municipal Solutions, LLC for Strategic Planning Services

MEETING DATE:

6/15/2015

TO: Mayor and Council**FROM:** Rob Lloyd, Chief Information Officer; Stephanie Small, Neighborhood & Family Services Director**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Mayor and City Council will consider a request to award a contract for professional services to Municipal Solutions, LLC, in an amount not to exceed \$42,000, to provide expert planning services for the development of the multi-year City of Avondale Strategic Plan, and authorization of a transfer of contingency funds in the amount of \$42,000.

BACKGROUND:

At the March 2, 2015, Council Work Session, City staff presented an item requesting City Council support for a project to create a new City Strategic Plan. Significant changes in recent years make it a fitting time to refresh Council's vision for the City: Avondale successfully navigated the Great Recession; four new Councilmembers, a new Mayor, and a new City Manager took their positions in the past year; completion of the City's Branding Initiative provides a strong view into citizen views on municipal services; and a significant number of directors and assistant directors have been promoted or hired since 2014. In addition, Avondale General Plan 2030 remains fresh in the minds of voters.

City Council expressed support for the development of the City Strategic Plan at the March Work Session. The City Manager subsequently designated a Strategic Plan Workgroup to guide the project and procure an expert consultant to work with the City Council, staff, and stakeholders. In order to contain costs and produce a high level of internal ownership of the final work product, the project includes a large component of City staff support.

Key deliverables defined in the statement of work include public engagement, working with City Council to establish the City's Strategic Initiatives for a multi-year horizon, and guidance on goal execution to include goal setting and on-going progress reporting to City Council and the Avondale community. The Quotation for Small Purchase (QSP) also emphasized the need for strategic planning experience and specific understanding of Arizona local government environment.

DISCUSSION:

Staff identified Municipal Solutions, LLC, as an exceptionally qualified vendor to support the City of Avondale's City Strategic Plan effort. The attached proposal and signed QSP detail the firm's deep

experience in Arizona and nationally. Sample works provided include successful strategic plans from Gilbert, Goodyear, a water utility, and a large county. Further, the firm has proposed a team of well-respected local government experts including a former local city manager, a former councilmember, and experienced municipal strategic planning consultants. Resumes are included in the quote materials.

The proposed schedule of work would conclude in November 2015, in time for the start of the City's budget process for Fiscal Year 2016-2017. The quote is for up to \$42,000. This includes travel and incidentals. Municipal Solutions staff has reviewed public feedback from the City's General Plan and Branding Initiative and indicated that the work provides a sound baseline to allow the public input process to focus on narrow vision and values questions defined with City Council.

Given the high level of qualifications, strength of references, schedule, and competitive cost contained in the quote from Municipal Solutions, the firm is well positioned to help the City develop a City Strategic Plan that memorializes Avondale's values, vision, and priorities. That direction will help shape departmental goals and objectives for the coming years.

BUDGET IMPACT:

The Municipal Solutions, LLC, quote states a total price of \$42,000. Because of the timing with the Fiscal Year 2015-2016 budget process, staff is requesting Council authorization to transfer 2015-2016 Contingency funds from 101-5300-00-9900, in the amount of \$42,000.

RECOMMENDATION:

Staff recommends that the City Council award a contract for professional services to Municipal Solutions, LLC, for strategic planning services in an amount not to exceed \$42,000.00 and authorize a transfer of contingency funds in the amount of \$42,000.

ATTACHMENTS:

Description

[Municipal Solutions LLC - contract documents](#)

CONTRACT FOR PROFESSIONAL SERVICES – MUNICIPAL SOLUTIONS, LLC

2015 CITY STRATEGIC PLAN

Proposal and Scope of Work

Signed Quote and Price Sheet

DUE TO ITS SIZE, THESE DOCUMENTS

HAVE BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36298>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to the Agreement with PCI&TS,
LLC for Interpreting and Translating Services

MEETING DATE:

6/15/2015

TO: Mayor and Council**FROM:** Abril Ruiz-Ortega, Court Administrator (623) 333-5822**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve the first amendment to the professional services agreement with PCI & TS LLC for professional court interpretation and translation services, and to increase the annual agreement amount for each renewal term from \$22,000 to \$36,000 and the maximum aggregate from \$110,000 to \$180,000.

BACKGROUND:

Providing interpreter services to non-English speaking litigants is required by Title VI of the Civil Rights Act and Supreme Court Administrative Order No. 2011-16. The Avondale City Court routinely responds to the language needs of non-English speaking litigants, witnesses, and victims for all case types.

Interpreting services including translation of court forms at the front counter and online, and updates to the court's webpage is provided through a professional service agreement. Court has several court staff that are Spanish-speaking and compensated with bilingual pay. Court clerks assist Spanish-speaking customers over the phone and face to face at the front counter.

DISCUSSION:

The City of Avondale entered into a professional services agreement with PCI & TS LLC on August 4, 2014 for professional interpretation and translation services for the Avondale City Court. This Agreement shall remain in full force and effect until July 20, 2015. After the expiration of the initial Term, this Agreement may be renewed for up to four successive one-year terms.

City Staff identified a need to redistribute the number of misdemeanor cases scheduled on Wednesday mornings. Cases were overlapping and causing a congested calendar. Designated court matters were pressed over the allotted set times on the court calendar which proved to be counterproductive. The court made improvements to the court calendar by adding additional court appearance slots to the Thursday morning court calendar and to the 'open court' calendar slots on Mondays for litigants who are not scheduled to appear in court.

Interpreters are scheduled during the morning court docket on Mondays – Thursday to provide interpreter services as needed. In addition, PCI & TS LLC provides interpretation services on scheduled court matters such as, civil traffic hearings, pretrial conferences, restitution hearings, and criminal bench trials.

Based on a comparative analysis of the number of hours billed for interpretation and translation services provided during the months of August through December of 2013 and 2014, staff estimated services may increase by 146 hours or 42 percent which will increase the cost proportionally. An increase in the annual and aggregate contract amounts is necessary to pay for these increased services.

BUDGET IMPACT:

Funding in the amount of \$27,160.00 is available in the Court's Interpreter Fees budget line item 101-6200-00-6070 and \$8,240 is available in the Court's Interpreter Fees budget line item 227-6230-00-6070, in addition to \$2,600 in 235-6200-00-6070.

RECOMMENDATION:

Staff recommends that City Council approve the first amendment to the professional services agreement with PCI&TS LLC for professional court interpretation and translation services, to increase the annual agreement amount for each renewal term from \$22,000 to \$36,000 and the maximum aggregate from \$110,000 to \$180,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[First Amendment to PSA - PCI & TS LLC](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PCI&TS, LLC**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into as of June 15, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and PCI&TS, LLC, an Arizona limited liability company (the “Consultant”).

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement, No. 13941C, dated July 21, 2014, for Consultant to provide professional interpretation and translation services for the Avondale City Court (the “Agreement”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The City has determined that additional interpretation and translation services by the Consultant are necessary (the “Additional Services”).

C. The City and the Consultant desire to enter into this First Amendment to 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. Compensation. The City shall pay Consultant up to \$36,000.00 per term for the Additional Services at the rates set forth in the Fee Proposal, attached to the Agreement as Exhibit C, (i) increasing the annual not-to-exceed amount from \$22,000.00 to \$36,000.00 and (ii) increasing the aggregate not-to-exceed compensation for the entire Term, from \$110,000.00 to \$180,000.00.

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

3. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this

First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

PCI&TS, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared _____
_____, the _____ of PCI&TS, LLC, an Arizona
limited liability company, 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 limited liability company.

Notary Public

(Affix notary seal here)



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3258-615 - Intergovernmental Agreement
with Ctiy of Glendale for Law Enforcement Services
at University of Phoenix Stadium

MEETING DATE:

6/15/2015

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending that the Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the City of Glendale to provide professional law enforcement security services at University of Phoenix Stadium and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In the fall of 2006, the City of Glendale began hosting special events in their newly completed football stadium. In order to provide security and traffic control, the City of Glendale and the City of Avondale entered into an IGA. The original agreement went into effect on January 5, 2009, and was set to expire on February 15, 2012, with a clause allowing the agreement to be renewed for an additional three years, therefore, expiring on February 15, 2015.

DISCUSSION:

In preparation for the 2015/2016 football season and other special events hosted at the stadium, the City of Glendale is requesting the City of Avondale to enter into a new IGA to provide the means through which the parties intend to provide professional law enforcement security services.

This is an off-duty assignment for the officers, and does not have a financial impact, or impact staffing levels within the City of Avondale.

The Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018. The Agreement may be renewed for an additional three (3) year period upon mutual consent of the Cities of Avondale and Glendale.

BUDGET IMPACT:

During Events, the Assigned Officers shall be temporary employees of Glendale for compensation purposes.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the City of Glendale to provide professional law enforcement security services at University of Phoenix Stadium and authorize the necessary documents be executed.

ATTACHMENTS:

Description

[Resolution 3258-615](#)

RESOLUTION NO. 3258-615

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE RELATING TO PROFESSIONAL LAW ENFORCEMENT AND SECURITY SERVICES WITH RESPECT TO THE UNIVERSITY OF PHOENIX STADIUM.

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

SECTION 1. The Intergovernmental Agreement with the City of Glendale relating to professional law enforcement and security services with respect to the University of Phoenix Stadium (the "Agreement") is hereby approved substantially in the form 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, June 15, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3258-615

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF AVONDALE**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Avondale ("Avondale"), collectively known herein as the "Parties" and individually as a "Party."

RECITALS

- A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium.
- B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority.
- C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium.
- D. The Parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Avondale Police Department ("APD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.
- E. The Parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the Parties intend to provide professional law enforcement security services to Global Spectrum by maximizing cooperation, by integrating the APD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. **Supervision and Staffing.**
 - 2.1 Avondale acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.
 - 2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.
 - 2.3 Avondale agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Avondale as soon as it becomes available.

3. Assigned Personnel

- 3.1 Avondale shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as “Assigned Officers”).
 - a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.
 - b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are “at will” temporary employees of Glendale and that either Party can terminate the contract, with or without cause at any time and without notice.
 - c. If possible, Glendale will consult with Avondale prior to terminating any Assigned Officer.
- 3.2 While working an Event, the Assigned Officers must wear uniforms approved by APD, and the Assigned Officers may carry other equipment authorized by APD.
- 3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.
- 3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the Parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.
- 3.5 Any inconsistency between GPD and APD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

- 4.1 The Parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of APD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the \$5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.
 - a. Assigned Officers’ compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

- b. Avondale shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all APD Assigned Officers.
 - c. Except for the negotiated hourly rate and liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.
- 4.3 Glendale shall make available to the APD information about the hours worked by Assigned Officers not later than seven days following each Event to enable APD to properly monitor and regulate the hours worked by all of their Assigned Officers.
- 4.4 Each Party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Avondale, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.
- 5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.
- 5.3 Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Avondale, its officers, officials, agents and employees for losses arising from the work performed by Avondale's Assigned Officers under this Agreement.

6. Media Releases and Relations

- 6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Avondale but, except as provided below, no unilateral media releases will be distributed by Avondale without the prior approval of Glendale.
- 6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of APD's Assigned Officer, APD will be responsible for the release of information to the media relative to the incident.
- 6.3 The Parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

- 7.1 Relative to its Assigned Officers, Avondale agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Avondale's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.
- 7.2 Glendale and Avondale agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

- 8.1 This Agreement will be effective June 1, 2015 and shall remain in full force and effect until June 30, 2018.
- 8.2 This Agreement may be executed in counterparts.
- 8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the Parties.

9. General Provisions

- 9.1 Entire Agreement. This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter of this Agreement.
- 9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 9.4 Conflict of Interest. This Agreement may be canceled by any of the Parties pursuant to the provisions of A.R.S. § 38-511.
- 9.5 Termination. Avondale may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Avondale not less than sixty (60) days prior written notice.
- 9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the Parties' command staffs will consult with each other in an effort to settle the dispute, in good faith. If the Parties are unable to settle the dispute, either Party may terminate this Agreement.
- 9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- 9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The Parties warrant that they have registered with and participate with E-Verify.

10.3 If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination. **The Parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either Party may conduct a random verification of the employment records during normal business hours of the other Party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non-Discrimination

The Parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[signatures appear on the following pages]

CITY OF GLENDALE

City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Michael Bailey, City Attorney

CITY OF AVONDALE

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Avondale is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3259-615 - Intergovernmental Agreement with the Arizona Department of Revenue Related to Administration of the City's Transaction Privilege Tax

MEETING DATE:

6/15/2015

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

To adopt a resolution approving an Intergovernmental Agreement (IGA) with the State of Arizona Department of Revenue related to the administration, collection, audit and licensing of transaction privilege (sales) tax.

BACKGROUND:

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute was recently modified for the purpose of tax simplification with the passage of House Bill 2111 in 2013 and House Bill 2389 in 2014. This statute now requires the Arizona Department of Revenue (DOR) to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into a new intergovernmental agreement (IGA) with each city and town to reflect these changes and clearly define the working relationship between DOR and Arizona cities and towns.

DISCUSSION:

State administration for the current self-collecting cities is predicated on DOR having the capability to provide an electronic means for collecting and distributing detailed taxpayer information including specific gross receipts and deductions by classification and by business location. This IGA intends to cover all aspects of administration after DOR takes over for all cities and towns, but it also includes language allowing self-collecting cities to continue their own tax and license programs until such time that DOR is able to perform the administrative functions documented in statute.

Although tax simplification will have the greatest impact on those cities and towns that are currently self-collecting local taxes, there are also considerable improvements for cities and towns in the State collection program as a result of simplification, particularly in the form of receiving much more detailed taxpayer data.

The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process we will follow in the event of a disclosure. There is also clarified and simplified guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.

Importantly, the IGA identifies exactly which license and tax return data fields must be provided by DOR, and identifies in detail a series of new reports DOR will soon provide to all cities, both of which will serve to greatly expand the data available to the city for analysis purposes.

The first changes related to tax simplification that went into effect were new rules dealing with auditing, which DOR and the cities began following in January 2105. The IGA formalizes both the concepts included in statute and the main concepts used in practice by auditors in the field.

Key factors include a commitment to audit for all jurisdictions whenever any audit is being done; the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that DOR will lead all multi-jurisdictional audits, coupled with the option for DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.

The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

Most importantly, the new IGA provides for a formal review process using the new "State and Local Uniformity Group" made up of four city and four DOR tax experts who will work together to iron out any problems or conflicts between the cities and the State.

The terms of this IGA run an annual basis from July 1, 2015 through June 30, 2016 and it renews automatically each year. Either party has the right to reopen and renegotiate the terms according to provisions within the agreement.

BUDGET IMPACT:

The budgetary impact of the State Tax Simplification has already been factored into the FY 2016 budget, and totals almost \$225,000 in payments for the collection of the funds in addition to software upgrades and personnel costs.

RECOMMENDATION:

Staff recommends Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the State of Arizona Department of Revenue related to the administration, collection, audit and licensing of transaction privilege (sales) tax.

ATTACHMENTS:

Description

[Resolution 3259-615](#)

RESOLUTION 3259-615 – INTERGOVERNMENTAL AGREEMENT WITH
ARIZONA DEPARTMENT OF REVENUE

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36321>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3260-615 - Amendment to Intergovernmental Agreement Related to the Southwest Family Advocacy Center

MEETING DATE:

6/15/2015

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

Staff is requesting the City Council adopt a resolution approving an amendment to an Intergovernmental Agreement (IGA) between the City of Avondale, City of Buckeye, City Goodyear, and the County of Maricopa regarding the operations of the Southwest Family Advocacy Center (SWFAC) and authorize the Mayor or the City Manager and the City Clerk to execute the Agreement.

BACKGROUND:

Since the signing of the current IGA in 2012, staff has identified several necessary modifications to the agreement. The current IGA was signed by the four partnering agencies (City of Avondale, Town of Buckeye, City of Goodyear, and the County of Maricopa) in July of 2012. Since that time, there have been name changes involving one of the partners and changes to the processes at the SWFAC that require the IGA to be amended to conform with the working policies used by the four partnering agencies.

DISCUSSION:

Staff has determined that there is a need to amend the current IGA to address several key areas. The amendments include:

- Modification in time lines for budgets and SWFAC operational reports.
- Clarification of the Director's role with the Avondale City Manager.
- Including the County of Maricopa in the one-year rotation to chair the steering committee at the SWFAC.

BUDGET IMPACT:

There are no budgetary impacts.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an amendment to the Intergovernmental Agreement between the City of Avondale, City of Buckeye, City Goodyear, and the County of Maricopa for the SWFAC and authorize the Mayor or City Manager and the City Clerk to execute the amendment.

ATTACHMENTS:

Description

[Resolution 3260-615](#)

RESOLUTION NO. 3260-615

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR AND MARICOPA COUNTY, ARIZONA RELATING TO THE DESIGN, CONSTRUCTION AND OPERATION OF THE SOUTHWEST FAMILY ADVOCACY CENTER.

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

SECTION 1. The First Amendment to the Intergovernmental Agreement among the City of Avondale, the City of Buckeye, the City of Goodyear and Maricopa County, Arizona relating to the design, construction and operation of the Southwest Family Advocacy Center (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, June 15, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3260-615

[Amendment]

See following pages.

**FIRST AMENDMENT
TO
AMENDED AND RESTATED JULY 16, 2012
INTERGOVERNMENTAL AGREEMENT
AMONG
THE CITY OF AVONDALE, THE CITY OF BUCKEYE,
THE CITY OF GOODYEAR AND THE COUNTY OF MARICOPA, ARIZONA
FOR THE SOUTHWEST FAMILY ADVOCACY CENTER**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (this “First Amendment”) is entered into as of the date of the last signature below, by and among the City of Avondale, an Arizona municipal corporation (“Avondale”), the City of Buckeye, an Arizona municipal corporation (“Buckeye”), the City of Goodyear, an Arizona municipal corporation (“Goodyear”) and the County of Maricopa, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff’s Office (“Maricopa”). Avondale, Buckeye, Goodyear and Maricopa are referred to herein individually as a “Partnering Agency” and collectively as the “Partnering Agencies.”

RECITALS

A. The Partnering Agencies entered into the Amended and Restated July 16, 2012 Intergovernmental Agreement (the “Agreement”) for the design, construction and operation of the Southwest Family Advocacy Center.

B. The Partnering Agencies desire to enter into this First Amendment to amend the terms and conditions of the Agreement. Capitalized terms in this First Amendment shall have the meanings set forth in the Agreement unless otherwise defined herein.

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 Partnering Agencies hereby agree as follows:

1. Amendments. The following terms of the Agreement are modified, revised or deleted as follows:

1.1 Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 Budget. The Center Director (as defined in Subsection 5.2 below) and the Avondale Police Department Budget Manager will develop an estimated annual Center operations and maintenance budget for review by the Partnering Agencies by ~~November~~ DECEMBER 15th of each year. The Steering Committee shall adopt and approve a final operations and maintenance budget for the following fiscal year, no later

than February 1st of the current fiscal year. The operations and maintenance budget shall include all annual operating, maintenance, and repair costs for the Center, including, but not limited to, (A) authorized personnel salaries and benefits, (B) services and supplies including, but not necessarily limited to, utilities, office supplies, maintenance supplies, contractual services, (C) expenditures related to repair and maintenance of the Center facility, (D) liability insurance as provided in Section 7.4 below and (E) all other expenditures approved by the Steering Committee (the "O&M Budget").

1.2. Section 5.1(A) of the Agreement is hereby amended to read as follows:

A. Chairperson. During FY 2012-13, the Avondale Police Chief shall serve as chairman of the Steering Committee. Thereafter, at the first meeting of each fiscal year (July 1 through June 30), the Steering Committee chairperson position shall rotate among the ~~founding~~ partners (Buckeye, Goodyear, MARICOPA COUNTY and Avondale, in that order).

1.3 Section 5.2 of the Agreement is hereby amended to read as follows:

5.2 Center Director. The "Center Director" shall be an Avondale employee, appointed by ~~and serving at the pleasure of~~ the Avondale City Manager, as provided herein. The Center Director's salary and benefits shall be paid for out of the Center O&M Budget. The members of the Steering Committee will participate in the selection process of the Center Director and will make a recommendation to the Avondale City Manager regarding selection of the Center Director. After considering recommendations from the Steering Committee members participating in the selection process, the Avondale City Manager will select the Center Director. The Steering Committee may make recommendations to Avondale regarding the Center Director's performance at the time when Avondale is preparing to conduct the Center Director's evaluation. Avondale agrees to consider the Steering Committee's recommendations in conducting the Center Director's performance evaluation and, in addition, Avondale may use additional criteria in evaluating the Center Director's performance for the year. If the Center Director's position becomes vacant while this Agreement is in effect, Avondale agrees to provide an interim Center Director and to recruit and select a new Center Director as outlined herein. All cost for recruitment and selection for the position of Center Director shall be paid for by the Center O&M Budget.

1.4. Section 5.2(D) of the Agreement is hereby deleted in its entirety and replaced with the following:

D. Operational Reports. The Center Director shall provide each Partnering Agency with a semi-annual update outlining each Partnering Agency's monthly usage and cumulative total for the current year. The update shall include usage from Partnering and non-partnering agencies, as well as information related to the administration, leadership, budget, donations, personnel, training and community outreach conducted during the quarter. Updates shall be presented to the Steering

Committee for approval. Any Partnering Agency may request updated on a more frequent basis.

1.5. Section 14.6 of the Agreement is hereby deleted in its entirety and replaced with the following:

14.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service to the address set forth below:

If to the City of Avondale

Notice to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: David W. Fitzhugh, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to the City of Buckeye

Notice to: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Stephen S. Cleveland, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Scott W. Ruby, Esq.

If to the City of Goodyear

Notice to: City of Goodyear
190 North Litchfield Road
Goodyear, Arizona 85338
Attn: Brian Dalke, Interim City Manager

If to Maricopa County

Notice to: County of Maricopa, Arizona
301 West Jefferson Street
Phoenix, Arizona 85003
Attn: Tom Manos, County Manager

1.5 Section 14.9 of the Agreement is hereby deleted in its entirety.

1.6 All references in the Agreement to the “Town of Buckeye” shall be revised to read the “City of Buckeye.”

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

3. Non-Default. By executing this First Amendment, the Partnering Agencies affirmatively assert that (i) neither Partnering Agency is currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

5. Counterparts. This First Amendment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Partnering Agencies have executed this Agreement on the dates of their respective signatures written below.

“Partnering Agency”

CITY OF AVONDALE, an Arizona
municipal corporation

Kenneth N. Weise, Mayor

Date: _____

ATTEST:

Carmen Martinez, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Partnering Agency”

CITY OF BUCKEYE, an Arizona
municipal corporation

Jackie A. Meck, Mayor

Date: _____

ATTEST:

Lucinda Aja, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Scott W. Ruby, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Partnering Agency”

CITY OF GOODYEAR, an Arizona
municipal corporation

Georgia Lord, Mayor

Date: _____

ATTEST:

Lynn Mulhall, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Partnering Agency”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Fran McCarroll, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

County Attorney



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing - Final FY 2015-2016 Budget and Property Tax Levy

MEETING DATE:

6/15/2015

TO: Mayor and Council

FROM: Abbe Yacoben, Finance and Budget Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that Council hold a public hearing on the proposed property tax levy and adoption of the final budget for fiscal year 2015-2016 in the amount of \$176,731,990.

BACKGROUND:

The tentative budget was adopted on May 18, 2015 and was published in the June 2nd and June 9th editions of the West Valley View. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website along with the detailed revenue and expenditure estimated initially presented to the Council on April 13th and April 20th.

The final budget is required to be adopted by the second Monday in August. A public hearing must be held and a special meeting convened for adoption of the final budget. A public hearing is also required on the property tax levy. The Truth in Taxation notice for the property tax levy was published in the West Valley View on June 2nd and 9th. The property tax levy must be adopted by the third Monday in August, and is scheduled to come before Council for adoption on July 6th.

DISCUSSION:

The final budget for fiscal year 2015-2016 of \$176,731,990 has been reduced by \$106,690 since the Tentative Budget presentation on May 18, 2014. The total proposed tax rate for fiscal year 2015-2016 is \$1.7500 per one-hundred dollars of assessed valuation, which is the same rate as was assessed in FY 2015. The formal budget document is included as well as the Fee Schedule for Council approval which includes fees and charges collected by City departments which are the basis for many of the revenue estimates included within the budget. Notice of proposed or increased taxes and fees was advertised as required by A.R.S. § 9-499-15 on the City's website for sixty days.

The final adopted budget for FY 2015-16 will be posted on the City's website within seven business days as required by A.R.S. §42-17103.

BUDGET IMPACT:

This will establish the formal expenditure limit and annual budget for fiscal year 2015-2016.

RECOMMENDATION:

Staff recommends the Mayor and Council hold a public hearing on the final budget and property tax levy for the 2015-2016 fiscal year.

ATTACHMENTS:

Description

[2015-2016 Budget](#)

2015-2016 BUDGET

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36293>



**CITY COUNCIL
AGENDA**

SUBJECT:

Resolution 3261-615 - Setting Forth the Final Budget and Fee Schedule for FY 2015-2016

MEETING DATE:

6/15/2015

TO: Mayor and Council

FROM: Abbe Yacoben, Finance and Budget Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council convene a special meeting and adopt a resolution approving the fee schedule and final budget for fiscal year 2015-2016 in the amount of \$176,731,990.

BACKGROUND:

The tentative budget was adopted on May 18th, 2015 and was published in the June 2nd and June 9th editions of the West Valley View. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website along with the detailed revenue and expenditure estimated initially presented to the Council on April 13th and April 20th.

A public hearing was held on June 15th, 2015 as required by A.R.S. §42-17104. As required by A.R.S. §42-17105, a special meeting must be convened for adoption of the final budget.

DISCUSSION:

The final budget for fiscal year 2015-2016 of \$176,731,990 has been reduced by \$106,690 from the tentative budget adopted on May 18th, 2015. The fee schedule has been updated to include the development impact fee subsidy adopted by the City Council on June 1st, 2015.

The final adopted budget for FY 2014-15 will be posted on the City's website within seven business days as required by A.R.S. §42-17103.

BUDGET IMPACT:

This will establish the formal expenditure limit and annual budget for fiscal year 2015-2016.

RECOMMENDATION:

Staff recommends the Mayor and Council adopt a resolution setting forth the final budget and fee schedule for FY 2015-2016.

ATTACHMENTS:

Description

[Resolution 3261-615](#)

RESOLUTION 3261-615 – FINAL BUDGET ADOPTION AND FEE SCHEDULE

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36315>



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing - Conditional Use Permit for
QuikTrip Convenience Store with Gasoline
Station (PL-14-0239)

MEETING DATE:

6/15/2015

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, City Manager

REQUEST:

Conditional Use Permit for a QuikTrip convenience store and gasoline station
located on the northwest corner of Coldwater Springs Boulevard and Avondale
Boulevard.

PARCEL SIZE:

2.2 Acres

LOCATION:

Northwest corner of Coldwater Springs Boulevard and Avondale Boulevard.

APPLICANT:

Mr. Brian Greathouse, Burch & Cracchiolo, P.A. (602) 234-9903

OWNER:

QuikTrip Corporation

BACKGROUND:

The subject property was annexed April 7, 1997 as a part of the larger Coldwater Springs area annexation, and was subsequently rezoned to Coldwater Springs Planned Area Development (PAD) on March 17, 1997 (Ord. 637-97). The PAD development plan indicated that this portion of the property was designated as commercial with a zoning designation of C-2. The General Plan Land Use Map shows the property as City Center-Neighborhood Commercial.

On November 15, 2010, the City Council approved a Conditional Use Permit (PL10-0027) for the QuikTrip Corporation conditionally permitting a 5,668 square foot convenience store with eight gasoline pumps at the northwest corner of Avondale Boulevard and Coldwater Springs Boulevard. Section 109-D of the Avondale Zoning Ordinance states that an approved Conditional Use Permit shall be void if the use therein is not commenced within twenty four (24) months after the date of approval. Subsequently, primarily due to market conditions, the previously approved Conditional Use Permit for the proposed convenience store and gas station expired on November 15, 2012.

SUMMARY OF REQUEST:

The Planning Commission conducted a public hearing on this item on May 21, 2015 (EXHIBIT I).

Commission had no questions on this item.

Two audience speaker cards were submitted to the clerk indicating opposition to the proposed QuikTrip proposal. Both residents who submitted speaker cards in opposition spoke during the public hearing, indicating concerns including, but not limited to, the number of gas stations already operating within a short drive of the area, crime, protecting the vision of the City Center Specific Plan through new development, pedestrian safety, alcohol sales, littering, loitering, and the general incompatibility of the use with nearby neighborhoods.

Three audience speaker cards were submitted to the clerk indicating support for the proposed QuikTrip proposal. None of the three persons who submitted cards in support chose to speak on the item.

Upon conclusion of the public hearing, the Commission voted 4-0 (Vice Chair Smith, Commissioner Solorio, and Commissioner Kugler excused) to recommend approval of the requested PAD Amendment subject to two staff recommended conditions of approval, as follows:

1. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.
2. Deliveries of fuel and convenience store merchandise are to take place between 6 a.m. and 10 p.m. Store merchandise shall be delivered through the rear of the building.

PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed rezoning on Wednesday, March 11, 2015, at 6:00 P.M. at Avondale City Hall. The meeting was advertised in the February 24, 2015, edition of the West Valley View. A notification sign was erected on the subject property on or before February 24, 2015. Additionally, property owners within 500 feet of the subject property were notified of the meeting by letters sent by the applicant on February 20, 2015. There were ten (10) members of the public who attended the neighborhood meeting (Exhibit G). Items discussed included locating closer to I-10, construction timeline, potential light intrusion, canopy heights, and proximity to surrounding neighborhoods. The applicant addressed their concerns with the following:

- The current location was chosen with respect to the density of the surrounding neighborhoods and the proximity to Avondale City Hall.
- The CUP process has to be completed prior to submittal of construction documents.
- Trees planted 3 years ago, as part of the previous CUP approval, have had a chance to mature thereby creating a buffer for any potential light trespass and that all site lighting would meet ordinance requirements.
- The canopy is 15 feet to ceiling and 18 feet to top of roof.
- This is a QuikTrip neighborhood facility with only 8 fueling stations.

The Planning Division has received three emails regarding the proposed convenience store and gas station. Two of the emails are in support, and the third is from a citizen, not necessarily

opposed, but has concerns with increase pedestrian and vehicular traffic.

Letters notifying nearby property owners of the Planning Commission meeting were mailed on April 30, 2015. Additionally, the sign was updated to include the time and date of the meeting on May 5, 2015. Lastly, a notice of the Planning Commission hearing was published in the West Valley View on Tuesday, May 5, 2015.

Letters notifying nearby property owners of the City Council meeting were mailed on May 29, 2015. Additionally, the signs were updated to include the time and date of this meeting on May 5, 2015. Lastly, a notice of the City Council hearing was published in the West Valley View on May 26, 2015.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on this item on May 21, 2015 (EXHIBIT I).

Commission had no questions on this item.

Two audience speaker cards were submitted to the clerk indicating opposition to the proposed QuikTrip proposal. Both residents who submitted speaker cards in opposition spoke during the public hearing, indicating concerns including, but not limited to, the number of gas stations already operating within a short drive of the area, crime, protecting the vision of the City Center Specific Plan through new development, pedestrian safety, alcohol sales, littering, loitering, and the general incompatibility of the use with nearby neighborhoods.

Three audience speaker cards were submitted to the clerk indicating support for the proposed QuikTrip proposal. None of the three persons who submitted cards in support chose to speak on the item.

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1. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.
2. Deliveries of fuel and convenience store merchandise are to take place between 6 a.m. and 10 p.m. Store merchandise shall be delivered through the rear of the building.

ANALYSIS:

In order to grant a Conditional Use Permit, Section 108C.2 of the Zoning Ordinance lists five findings that must be met. The burden of proof is upon the applicant. The findings and analysis are as follows:

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

i. The proposed use, convenience store with a gas station, is a commercial service use. The General Plan Land Use Map identifies the subject property as City Center-Neighborhood Commercial. The commercial land use designation allows such uses as grocery stores, gas stations, neighborhood/retail services, and office and medical uses serving consumers residing in adjacent residential areas. More specifically, neighborhood commercial type uses that provide basic services to an immediate area may be allowed in any land-use classification based on the merits of

the project. This request is in conformance with the underlying Neighborhood Commercial land use category as it is in a commercial designation and will provide services to the adjacent neighborhoods.

ii. The subject property is within the City Center Specific Plan (CCSP) but is not subject to the design requirements of the City Center.

iii. A convenience store with gas pumps is compatible with the desired character. The site will not directly abut against any residences and is separated from them by more than 200 feet to the south and 400 feet to the west. It is anticipated that the future commercial between the subject property and the residences would provide another layer of buffering.

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

i. The remainder of the eight acre commercial site is zoned for office and/or retail uses. To the north is Coldwater Promenade, with a future fitness facility, restaurants, retail, and personal services. To the southeast is Avondale's civic center complex with PIR offices, City Hall, police and courts buildings. The proposed use is compatible with these existing and future uses. East of the site is vacant farmland that is identified as Employment Mixed Use in the CCSP. Employment Mixed Use is anticipated to be developed with professional office, retail, hotel, and personal services uses, with residential as a possibility if constructed along with the employment uses. West and south of the eight acre commercial property is the Coldwater Springs neighborhood. The proposed service use is compatible with the surrounding uses.

ii. The use will not be detrimental to persons residing or working in the area, on adjacent properties in the neighborhood, or to the public welfare in general. The site plan for the proposed use will comply with all zoning, traffic, engineering, fire safety, and building code requirements. Gas stations with convenience stores have safely operated in and adjacent to neighborhoods for decades across the United States without detrimental effects.

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

i. The site is of adequate size and shape to meet all requirements for parking, landscaping, screening, and allows for safe onsite circulation. The companion site plan shows the proposed layout of the convenience store building, the gas pump islands, the parking, delivery area, drive aisles and driveways. The conceptual landscape plan shows adequate room for required landscaping. Subsequent to the previous QT site plan approval, some site improvements have already been completed. The site has been graded and the private drive aisles have been constructed. All right-of-way improvements, including curb, gutter, and sidewalk, have been completed along Avondale and Coldwater Springs Boulevards, as well as street side landscaping and deceleration lanes.

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

i. A full Traffic Impact Study for the entire site was prepared in 2007 during the Avondale Coldwater I Master Site Plan approval process. The results of the study confirmed that a deceleration and right-turn lane would be required on both Avondale Blvd and Coldwater Springs Blvd., that a full-turning movement on Coldwater Springs Blvd. would be safe, and the study recommended that two additional seconds be added to the length of time the traffic light signal remains green at the intersection for motorists on Coldwater Springs Blvd. Both Avondale and

Coldwater Springs Boulevards are of adequate size and configuration to accommodate the anticipated traffic generated by the proposed use without additional lanes or widening, with the exception of the two deceleration and right-turn lanes.

As stated above, the above mentioned analysis was performed in 2007 prior to the application that was approved in 2010. At staff's request, the applicant provided a Traffic Impact Statement (TIS), from a registered traffic engineer, which confirmed conditions in the area have not changed over time and that the assumptions made in the original report remain the same.

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

i. The proposed use will operate 24 hours a day/7 days a week. Staff is recommending a condition of approval that deliveries of merchandise and fuel take place between 6 a.m. and 10 p.m. This is the same limitation approved for limited delivery times for Coldwater Promenade to the north.

ii. Residents to the south, across Coldwater Springs Boulevard, are approximately 200 feet from the gas pump island canopy, which will be down-lighted. As a condition of approval in 2010, the developer was required to install larger diameter trees along Coldwater Springs Boulevard which they did and the trees have matured over time and will provide an additional buffer from the residents to the south. Additionally, the developer has demonstrated, through the site plan review process, that the site's lighting levels do not exceed one-foot candle at the property lines as required by the Zoning Ordinance, thereby eliminating light trespass on adjacent properties.

iii. As part of the previous approval, staff recommended a condition that an access drive connecting the subject site to the Coldwater Springs Promenade development be installed. The internal access drive was completed and will be incorporated into the current site plan.

FINDINGS:

1. The proposed gas station with convenience store is a permitted conditional use in the Coldwater Springs PAD.
2. The proposed land use is consistent with the General Plan and City Center Specific Area Plan designation of Neighborhood Commercial.
3. The proposed meets the five required findings for a CUP in Section 108 of the Zoning Ordinance.
4. The conditions of approval are reasonable to ensure conformance with the City's goals and policies and to reduce adverse visual and operational impacts on surrounding property owners as much as is reasonably possible.

RECOMMENDATION:

City Council approve Application PL-14-0239, a request for a Conditional Use Permit for a convenience store with gasoline station, subject to conditions of approval, as recommended by the Planning Commission:

1. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.
2. Deliveries of fuel and convenience store merchandise are to take place between 6 a.m. and 10 p.m. Store merchandise shall be delivered through the rear of the building.

PROPOSED MOTION:

I move that the City Council accept the findings of the Planning and Zoning Commission and recommend **APPROVAL** of application PL-14-0239, a request for Conditional Use Permit, subject to conditions of approval, as recommended by the Planning Commission.

ATTACHMENTS:

Description

[Exhibit A - Aerial Vicinity Map](#)

[Exhibit B - Land Use Map](#)

[Exhibit C - Zoning Map](#)

[Exhibit D - QuikTrip CUP Narrative](#)

[Exhibit E - QuikTrip Conceptual Site Plan](#)

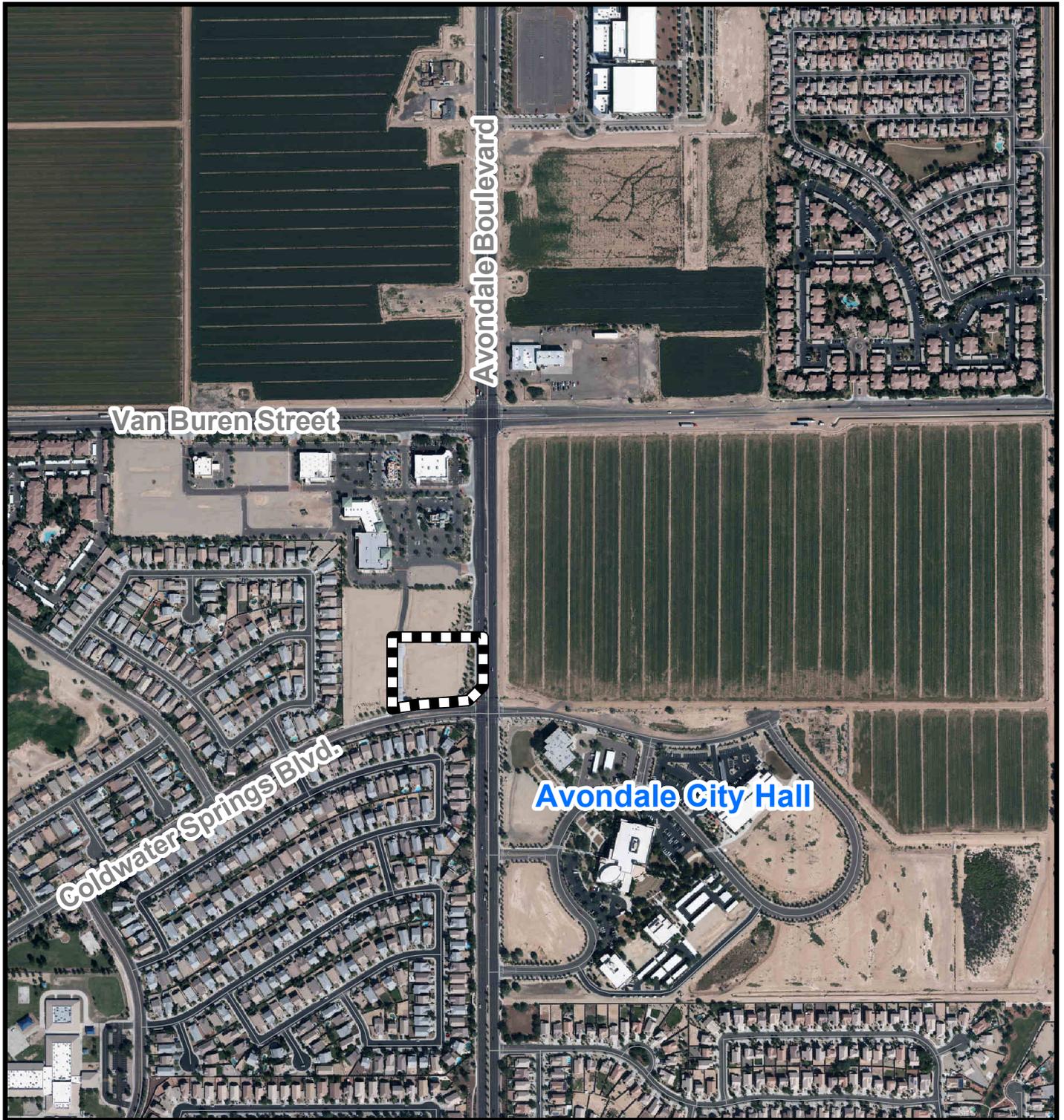
[Exhibit F - QuikTrip Elevations](#)

[Exhibit G - Citizen Participation Summary](#)

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

PROJECT MANAGER

Rick Williams

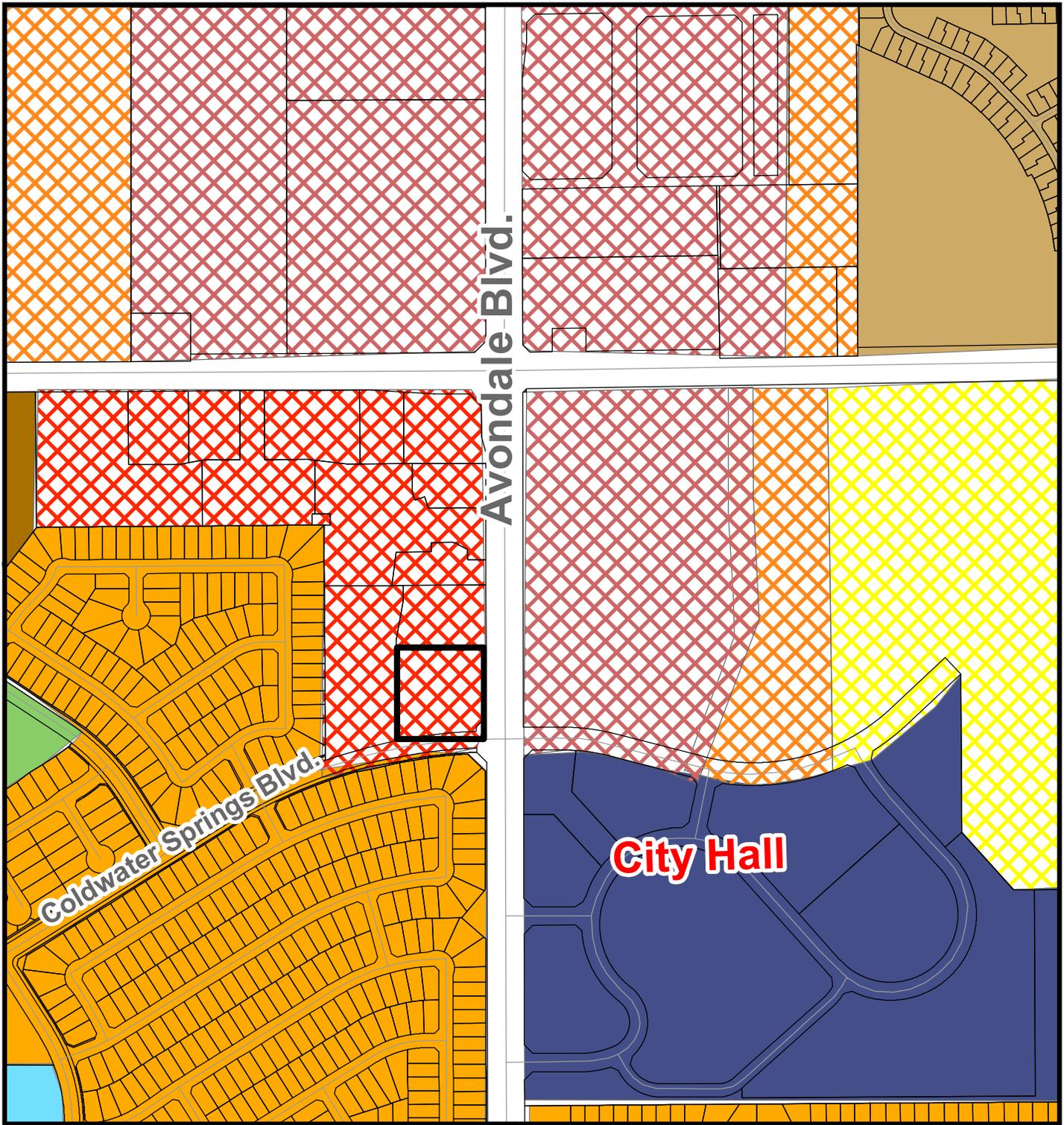


**Aerial Photo
QuikTrip #1424
PL-14-0239**



Subject Property





General Plan Land Use Map

 Subject Property



 Local Commercial

 Public/Civic

 Residential Mixed Use

 Medium Density Residential

 Gateway Employment

 Education

 Neighborhood Commercial



**Zoning Vicinity Map
QuikTrip #1424
PL-14-0239**



Subject Property





Conditional Use Permit Project Narrative

QuikTrip #1424
NWC of Avondale Blvd. & Coldwater Springs Blvd.
 Avondale, Arizona

1. Project Description

QuikTrip Corporation (“QT”) is developing approximately 2.17 net acres of real property located at the northwest corner of Avondale Blvd. and Coldwater Springs in Avondale, Arizona (the “Site”). A Vicinity Map and Aerial Map of the Site are provided at **Exhibit 1** and **Exhibit 2**, respectively. QT requests a Conditional Use Permit (“CUP”) to allow the development of a new QT “Gen III” Convenience Store and Gas Station (“QT Store”) on this vacant, underutilized Site. The City granted a CUP for a QT Store on this Site in 2010. The CUP, however, expired in 2012. Market conditions required QT to delay the development of this Site. Now, however, market conditions have rebounded and QT once again requests a CUP to develop the QT Store on this Site. The new QT Store will revitalize this vacant Site with QT’s new Gen III concept. The QT Store will serve a variety of fresh made foods and drinks from a “full service counter” including pizzas, flatbread sandwiches, quesadillas and kolaches. Specialty coffee drinks, espressos, shakes, smoothies, and ice cream cones will be offered as well.

Concurrent with this CUP request, QT has applied for a PAD Amendment and CUP for a new QT Store at the southeast corner of Dysart and Thomas Roads. QT is excited to build two new QT Stores in the City of Avondale.

2. Conformance with the General Plan and the Avondale City Center Specific Plan

The proposed QT Store and this CUP request are supported by the General Plan and the City Center Specific Plan. Below is a summary of QT’s conformance to the City’s General Plan and City Center Specific Plan:

General Plan

Land Use Goal 3 Policy D: *“Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.”*

Adequate transitions and buffers exist on all four sides of this Site. The Site is bounded on the south by a collector street and on the east by an arterial street. Vacant commercial land is located west and north of the Site.

Economic Vitality Goal 3 Policy D: *“Support new development that accommodates business attraction opportunities.”*

The proposed QT Store will be QT's first store in Avondale south of the I-10. Concurrent with this CUP requests, QT is also requesting a PAD Amendment and Conditional Use Permit for a new QT Store located at Dysart and Thomas Roads. The two new QT Stores represent a significant investment by QT into the City, and QT is excited about supporting the City's goal of Economic Vitality.

Cost of Development Goal 1 Policy E: *"Encourage development that will increase the City's sales tax revenues."*

This QT Store (and the other QT Store located at Dysart and Thomas Roads) will increase the City's sales tax revenue. A short walk from City Hall and other existing and planned uses within the City Center Specific Plan, QT's Store will likely be welcomed and well used by area residents, City employees, and other visitors to City Hall and the surrounding area.

City Center Specific Plan

Land Use Policy 3-2: *"Create a center of retail, restaurants and services in a pedestrian oriented setting that serves the immediately surrounding development as well as the larger Avondale community."*

This QT Store will provide a service that is pedestrian friendly with a wide variety of food and beverage options, including pizzas, flatbread sandwiches, quesadillas, specialty coffee drinks, espressos, shakes, smoothies, and ice cream cones. QT previously constructed a canopy structure with seating, enhanced landscaping and other pedestrian friendly amenities at the southeast corner of the Site.

Land Use Policy 3-6: *"Ensure that new land uses in the City Center area are compatible with surrounding residential neighborhoods. Protect existing residential uses from traffic and noise impacts. Locate residential mixed-use area adjacent to existing and planned residential districts."*

This QT Store is buffered from residential uses by streets, landscaping, and adjacent commercial uses. Traffic will enter/exit the QT Site to and from a private commercial driveway that wraps around the west and north sides of the Site. The private commercial driveway will lead QT's customers to and from Avondale Blvd. and Coldwater Springs Blvd.

3. Compliance with Site's Zoning

The Site is within the Coldwater Springs PAD. The Coldwater Springs PAD allows C-2 uses on the Site. Gas Stations are a permitted use with a CUP within the C-2 Zoning District. Consistent with the prior CUP that was approved (and since expired) for the QT Store, this CUP request will permit the QT Store to be developed on the Site.

4. QT's Compatibility with Surrounding Area

The Site is located at the northwest corner of Avondale Blvd. and Coldwater Springs Blvd. A vacant commercial property is located west of the Site. A vacant commercial property

is located north of the Site. A vacant property designated Commercial on the City Center Specific Plan is located east of the Site, across Avondale Blvd. The City Hall is located at the southeast corner of the Avondale Blvd. and Coldwater Springs Blvd. intersection. Single family residential homes are located at the southwest corner of the Avondale Blvd. and Coldwater Springs Boulevard intersection. The QT Store is compatible with the surrounding area, fits well within the planned and existing commercial development located north and west of the Site, and the QT Store provides necessary and desired retail services for the Avondale Boulevard corridor and the surrounding areas.

5. Site Design

The proposed QT development will include the construction of a new 5,858 +/- square building with 8 fuel stations covered by a canopy. A Conceptual Site Plan is attached at **Exhibit 3**. Ingress and Egress to the Site will occur at three separate locations. There are two points of ingress/egress to and from the private commercial driveway located along the Site's western boundary. There is one point of ingress/egress to and from the private commercial driveway located along the Site's northern boundary. Onsite circulation and parking has been designed to provide a safe and convenient customer experience. The QT Store faces east towards Avondale Blvd.

The customer parking experience is very important to QT. The QT Store provides four "front doors," providing up-front parking for all customers. There are two "front doors" provided along the east side, one "front door" provided at the north side, and one "front door" at the south side of the QT Store. Parking is provided along three sides (north, south and east) of the building to allow easy access for customers. Parking is also available along the north and south perimeter of the Site. Fuel deliveries will occur on the east side of the fuel station canopy, away from customer areas. The Vendor delivery area is located at the rear of the building, proximate to the west side of the Site. Locating the Vendor delivery area at the west side of the building places the delivery trucks away from the flow of customers. Further, screen walls have been placed along the north, south, and east sides of the Site.

The Site has been designed with durable materials. Concrete will be used on all paved surfaces of the Site. QT prefers concrete to asphalt because it is a much more durable material and more appealing than asphalt. Further, compared to asphalt, concrete creates less of a "heat island effect." QT is also providing decorative concrete at all three point of access to the Site as shown on the Conceptual Site Plan at **Exhibit 3**. The Site's design is a direct result of QT's commitment to a great customer experience.

6. Building Design

QT's new Gen III Store provides architectural articulation on three sides of the building, adding character to the building and Site. A conceptual Building Elevation and Floor Plan are provided at **Exhibits 4 and 5**, respectively. The color of the building includes a variety of desert earth tones. A variety of material types are used to provide visual and textural contrast. The primary building materials consist of masonry, tile, and brushed aluminum cornice along the roof line. The windows are shaded to reduce heat gain and increase energy efficiency within the QT

Store.

The fuel station canopy is designed to match the architecture of the QT Store. A Fuel Station Canopy Elevation is provided at **Exhibit 6**. The Fuel Station Canopy is supported by angled masonry columns and the solid face of the canopy fascia will be broken up by four offsets, providing horizontal articulation and enhanced architectural styling. Three QT button signs will be located on the north, south, and east sides of the canopy.

7. Landscape Theme

The landscape theme incorporates various types of desert themed trees, shrubs and groundcovers. A conceptual Landscape Plan is provided at **Exhibit 7**. The trees include Sissos, Cascolote, Desert Museum Palo Verdes, Aleppo Pines, Sweet Acacia, and Mexican Fan Palms. The bushes and ground cover includes a variety of desert succulents and other low water usage plants. 3-inch caliper Desert Museum Palo Verdes and Aleppo Pines have been planted along the south boundary of the Site, adjacent to Coldwater Springs, to provide additional buffer and screening. A 3-inch caliper Sweet Acacia is located within the seating area at the southeast corner of the Site. The remaining onsite trees will be 2-inch caliper trees.

8. Signage

One freestanding monument sign will be located along Avondale Boulevard and one freestanding monument sign will be located along Coldwater Springs Boulevard. The freestanding monument sign locations are shown on the Conceptual Site Plan at **Exhibit 3**. The freestanding monument signs will be approximately 24 square feet in size. Further, there is a "QuikTrip" sign located on the east side of the building, and three QT button signs are located on the Fuel Station Canopy. See Building Elevation and Fuel Station Canopy Elevation at **Exhibits 4 and 6**, respectively. A Comprehensive Sign Plan has been submitted with this CUP request.

9. Hours of Operation

The QT Store will operate 24 hours per day, Sunday through Saturday.

Our project team will consist of the following:

<p><u>Developer</u> QuikTrip Corporation Attn: Juan Romero, Project Manager 1116 E. Broadway Road Tempe, AZ 85282 (480) 446-6322</p>	<p><u>Architect</u> KDG Architects Attn: Kim Filuk 300 W. Clarendon, Suite 300 Phoenix, AZ. 85013 (602) 234-1868</p>
<p><u>Civil Engineer</u> WLB Engineers Attn: Colin Potter 4444 East Broadway Blvd Tucson, AZ. 85711 (520) 881-7480</p>	<p><u>Legal</u> Burch & Cracchiolo, P.A. Attn: Ed Bull and Brian Greathouse 702 E. Osborn Road Phoenix, Arizona 85014 (602) 234-9903</p>

Exhibit 1



Exhibit 2



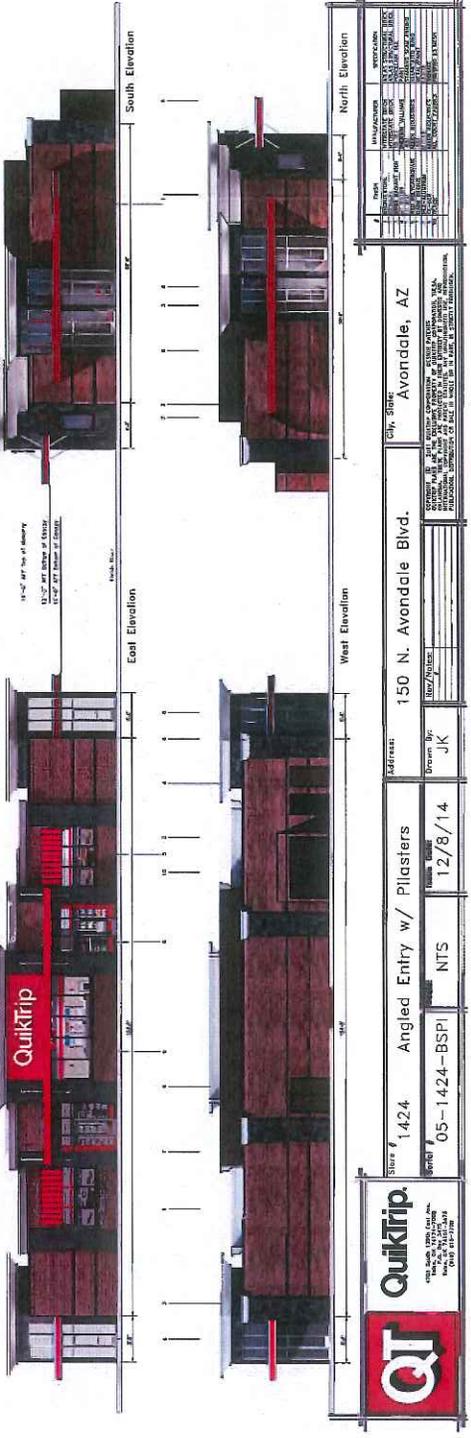
Exhibit 3

Exhibit 4



3/24/14 10:11 AM 11/1/14

11/1/14 10:11 AM 11/1/14
 11/1/14 10:11 AM 11/1/14
 11/1/14 10:11 AM 11/1/14



QuikTrip
 11000 W. 10th Street
 Suite 100
 Overland Park, KS 66204

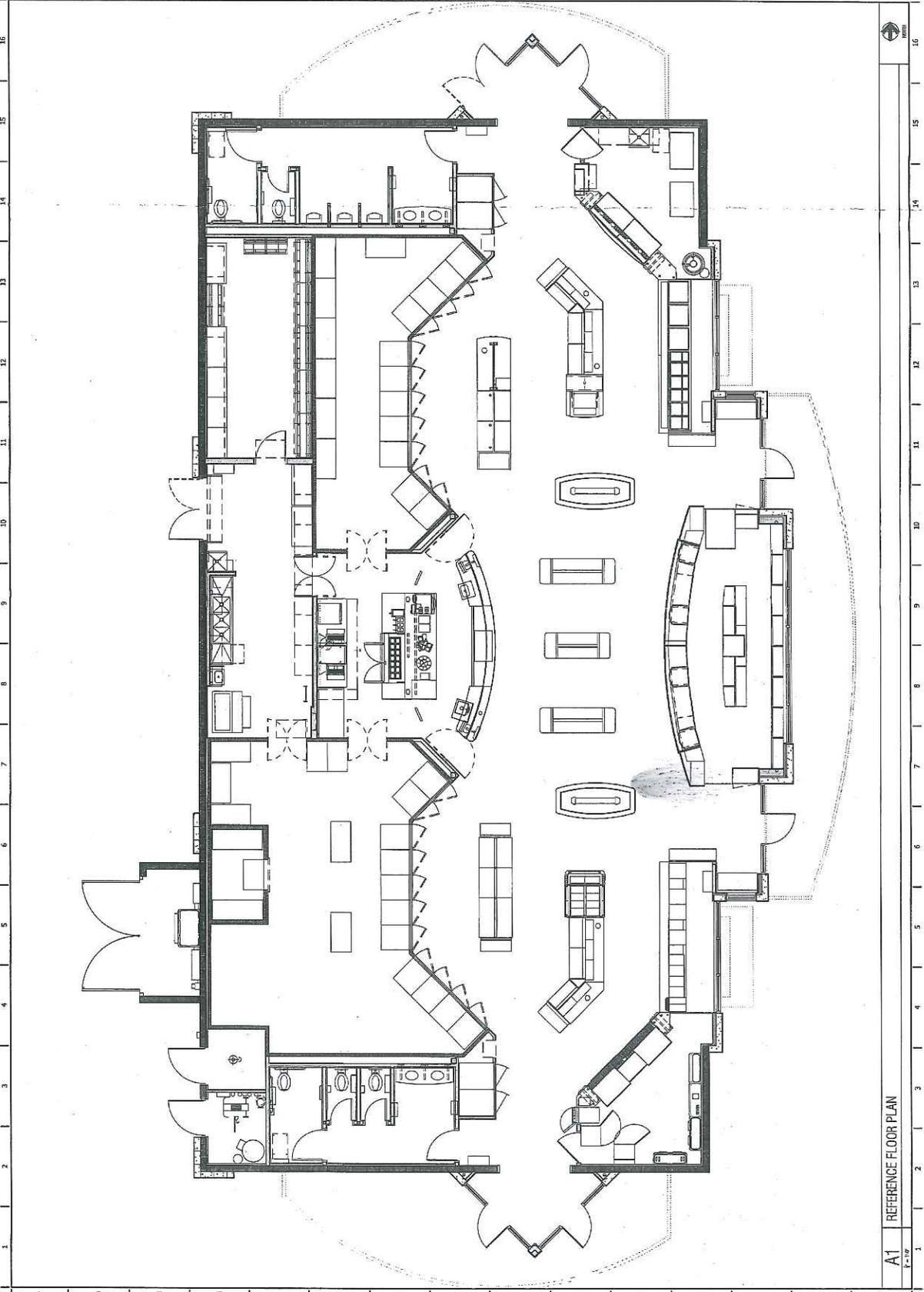
Store # 1424 Angled Entry w/ Pilasters
 Series # 05-1424-BSP1 NTS
 Month Built 12/8/14

Address: 150 N. Avondale Blvd.
 Avondale, AZ
 Drawn By: JK
 Size/Scale:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	11/1/14
2	ISSUED FOR CONSTRUCTION	11/1/14
3	ISSUED FOR AS-BUILT	11/1/14
4	ISSUED FOR RECORD	11/1/14
5	ISSUED FOR ARCHIVE	11/1/14
6	ISSUED FOR CLOSURE	11/1/14
7	ISSUED FOR DESTRUCTION	11/1/14
8	ISSUED FOR REPAIR	11/1/14
9	ISSUED FOR RENOVATION	11/1/14
10	ISSUED FOR RECONSTRUCTION	11/1/14
11	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14
12	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14
13	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14
14	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14
15	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14
16	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14
17	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14
18	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14
19	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14
20	ISSUED FOR REPAIR/RENOVATION/RECONSTRUCTION	11/1/14

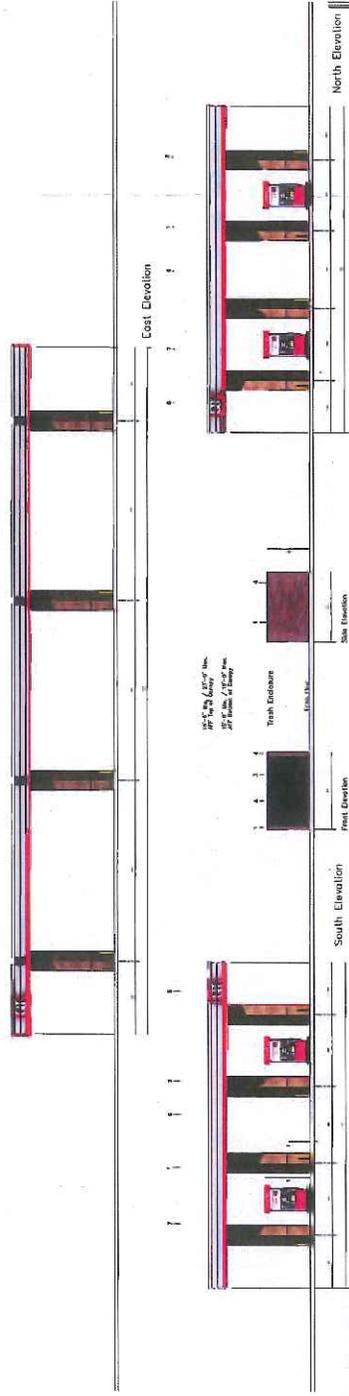
Exhibit 5

		100 N. Central Avenue Phoenix, AZ 85001 P: 602.258.1111 F: 602.258.1111 INFO@THEARCHITECTUREGROUP.COM	QuikTrip No. 1424 AVONDALE BLVD & COLUMBIAN AVONDALE, ARIZONA		PROJECT NO.: SHEET NO.: DATE:	SHEET DESCRIPTION: SHEET TITLE: SHEET NUMBER:	SHEET TITLE: REFERENCE FLOOR PLAN: SHEET NUMBER:	A101
					NEW DATE DESCRIPTION: SHEET TITLE: SHEET NUMBER:	SHEET TITLE: REFERENCE FLOOR PLAN: SHEET NUMBER:	A101	



A1 REFERENCE FLOOR PLAN

Exhibit 6

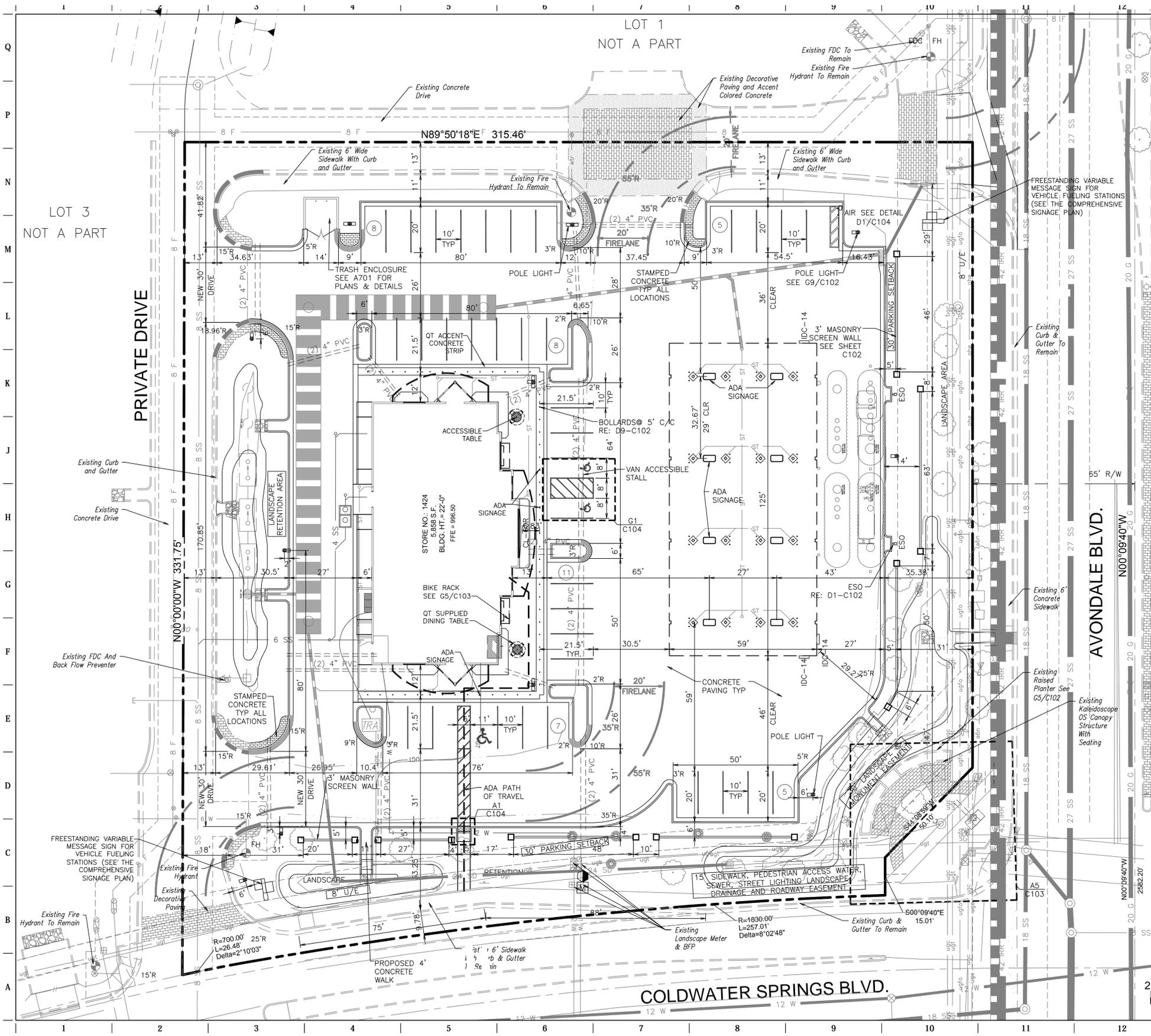


QuikTrip
www.quirtrip.com
 1-800-282-8888
 10000 W. 10th Street
 Suite 1000, Overland Park, KS 66204

Store #	1424	IDC-14 Canopy Elevations	Address:	150 N. Avondale Blvd.	City, State: Avondale, AZ
Serial #	05-1424-GD08	NTS	Issue Date:	12/9/14	Drawn By:
			Scale:	JK	JK

COVER SHEET FOR ALL QUIKTRIP STORES. THIS SHEET IS TO BE USED FOR ALL QUIKTRIP STORES. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

Exhibit 7



SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- FIRE LANE
- MOUNTABLE CURB W/PAVER
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY

SITE DATA (QUIKTRIP STORE)

PROPOSED/EXISTING ZONING: PAD WITH C-2 USES
 PROPOSED USE: GAS STATION W/CONV STORE

SITE AREA INFORMATION:
 GROSS AREA: 135,247 S.F. 3.10 AC.
 NET AREA: 94,574 S.F. 2.17 AC.
 QUIKTRIP BUILDING: 5,858 S.F.
 QUIKTRIP FUELING CANOPY: 7,343 S.F.
 BUILDING COVERAGE: 6 %

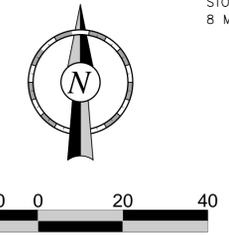
PROPOSED BUILDING HEIGHT: 30' MAX

USE	BUILDING AREA	PARKING RATIO	MINIMUM PARKING
GAS STATION	5,858 s.f.	1/300 S.F. BUILDING INTERIOR	20
PATIO DINING	1200	1/200 S.F. OUTDOOR DINING AREA	6
TOTAL MINIMUM			26
TOTAL PROVIDED			44
REQUIRED ACCESSIBLE STALLS (1 VAN, 1 STANDARD)			2
TOTAL ACCESSIBLE STALLS PROVIDED (1 VAN, 2 STANDARD)			3
MAXIMUM PARKING		120%=30	

- SITE PLAN NOTES:**
- ALL UTILITY LINES LESS THAN 69KV SHALL BE UNDERGROUND WITH THE FIRST PHASE OF DEVELOPMENT
 - ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
 - PLANTS LOCATED WITHIN REQUIRED AASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE LOWER THAN 2' (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
 - FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED GRANITE FOR DUST CONTROL AT TIME OF DEVELOPMENT.
 - ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE.
 - THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS (AND MAG SUPPLEMENTAL REGULATIONS), COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AND ANY APPLICABLE SPECIFIC PLANS.

PROJECT DESCRIPTION
 CONSTRUCTION OF A CONVENIENCE STORE WITH GASOLINE TO ACCOMMODATE 8 MPD'S

PROJECT MANAGER
 JUAN ROMERO
 1116 E. BROADWAY RD
 TEMPE, AZ 85282
 PHONE: (480) 446-6322
 FAX: (918) 615-7401



CERTIFICATE OF REGISTRATION
 25637
 DANIEL D. FILUK
 LICENSE NO. 12/17/14
 ARIZONA, USA
 Expires 12/31/14

PROJECT NO.: 14040

NDP ARCHITECTURAL GROUP, LLC
 300 W. Clarendon Avenue Suite 320
 Phoenix, AZ 85013
 O: 602.234.1868
 F: 602.234.1413

QuikTrip No. 1424
 150 NORTH AVONDALE BLVD
 AVONDALE, ARIZONA



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PROTOTYPE: P-81 (11/01/14)

DIVISION: PHOENIX
 VERSION: 001
 DESIGNED BY:
 DRAWN BY:
 REVIEWED BY:

REV.	DATE	DESCRIPTION	ORIGINAL ISSUE DATE:

SHEET TITLE:
PRELIMINARY SITE PLAN

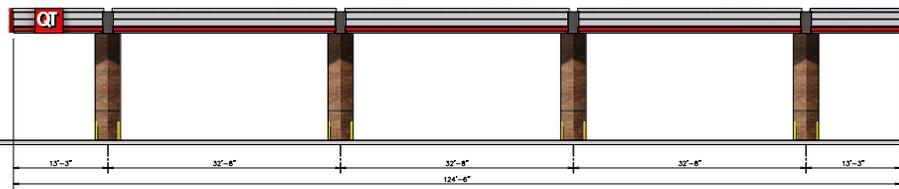
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C101



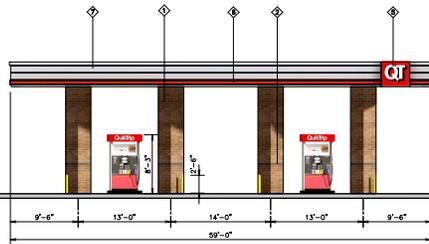
Store #	1424	Address:	150 N. Avondale Blvd.	City, State:	Avondale, AZ
Serial #	05-1424-BSPI	Scale:	NTS	Issue Date:	12/8/14
		Drawn By:	JK	Rev/Notes:	

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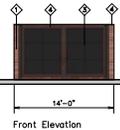
#	FINISH	MANUFACTURER	SPECIFICATION
1	BRICKWORK	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
2	CONCRETE	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
3	ROOFING	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
4	PAINT	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
5	GLASS	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
6	GLASS	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
7	GLASS	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
8	GLASS	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
9	GLASS	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
10	GLASS	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK
11	GLASS	ALIAS STRUCTURAL BRICK	ALIAS STRUCTURAL BRICK



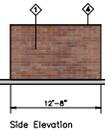
East Elevation



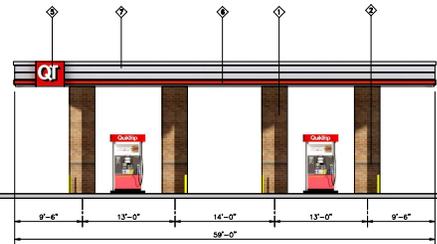
South Elevation



Front Elevation



Side Elevation



North Elevation

18'-8" Min. / 23'-0" Max.
JRF Top of Canopy

15'-0" Min. / 19'-0" Max.
JRF Bottom of Canopy

Trash Enclosure

Finish Floor



QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7005
Tel: 800-547-5475
(918) 416-7700

Store # 1424

IDC-14 Canopy Elevations

Address:

150 N. Avondale Blvd.

City, State:

Avondale, AZ

Serial # 05-1424-GD08

Scale: NTS

Issue Date: 12/9/14

Drawn By: JK

Rev/Notes:

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Q	FRESH	MANUFACTURER	SPECIFICATION
1	BRICKSTONE	INTERSTATE BRICK	ALAS STRUCTURAL BRICK
2	MOUNTAIN BLACK	INTERSTATE BRICK	ALAS STRUCTURAL BRICK
3	TRUCK	AL-SHORE FABRICS	PAVING FABRIC
4	CONCRETE	LANE	METAL PANEL
5	CONCRETE	ALAN INDUSTRIES	ILLUMINATED SIGNAGE
6	ALUMINUM	ALPORC	ILLUMINATED BAND
7	ALUMINUM	ALPORC	CANOPY

QuikTrip #1424 Avondale and Coldwater Creek

03/11/15 Neighborhood Meeting Summary

Attendees

Juan Romero- QuikTrip
Brian Greathouse- Burch & Cracchiolo, P.A.
Dayna Murphy-Burch & Cracchiolo, P.A.
Eric Morgan-City of Avondale
17 Neighbors (See Sign-In Sheet)

Introductions by Brian Greathouse

Overview of New Store (Conditional Use Permit for Gas Station Use) by Juan Romero and Brian Greathouse

- Approval in 2010, Site Plan Approval 2011 and 2012 Time Extension filed
- Fits with the City's General Plan
- Generation 3 store concept
- 4 pedestrian access points; 2 in the front, 1 on each side
- 1 rear access point for vendors
- Picnic style tables outside
- Full Service Counter
- 8 fuel stations
- Enhanced corner feature already constructed
- Desert Landscaping
- Enhanced landscaping and trees along Coldwater Springs

Questions and Answers

1. Why not have the location be closer to the I-10, like for the truck stops?

Not sure about future locations, but this is the location that we've chosen. Quiktrip likes this location in particular because it is across the street from City Hall and abutting Avondale Blvd.

2. What is the time frame as far as completion or next steps?

From this Neighborhood Meeting we will then go to Planning Commission, City Council, and then we will get into construction documents.

3. What are the estimated vehicles per day for this site?

We do not have that information here, but we will get the answer to you.

4. Are you privately or publicly owned and operated?

Quiktrip is owned by one person.

5. What happens if another recession hits?

We have never closed a Site based on an economic recession. We have relocated areas that were an older model and replaced with the newer generation stores. We have never laid off an employee.

6. Is there any mitigation on the noise/light?

We have planted larger trees that have had over three years to grow that helps block noise and light. Also, according to the Ordinance we cannot allow any light to bleed off the site. There are screen walls on the site that block vehicle lights.

7. Are there outdoor tables?

There are tables outside.

8. Is there any plan to maybe put in a traffic arrow at the light at Coldwater Springs Blvd?

That is a City function that is monitored and adjusted by the City is necessary.

9. Will there be landscapers that come by the store?

Yes, landscape maintenance is typically performed every 2-3 weeks.

10. What is the height of the canopy?

The canopy height is approx.15ft to ceiling and 18 ½ft to the top of roof.

11. Has there been consideration for an electric charging station?

We have considered it in the past, but we do not think it would be in our best interest considering we sell gasoline.

12. What about the air/water station?

There will be an Air Station at the northeast corner. We do not provide water on our sites.

13. Has there been a lot of traffic at your other locations? My property is directly across the street and would not want to be woken up by the traffic.

This is a “neighborhood” type QT with only 8 fuel stations. The I-10 is pretty far away from this site, limiting the amount of late night traffic. We anticipated a fair, equal distribution of vehicles leaving the site at ingress/egress points at Coldwater Springs, Avondale Blvd., and through the existing commercial development onto Van Buren.

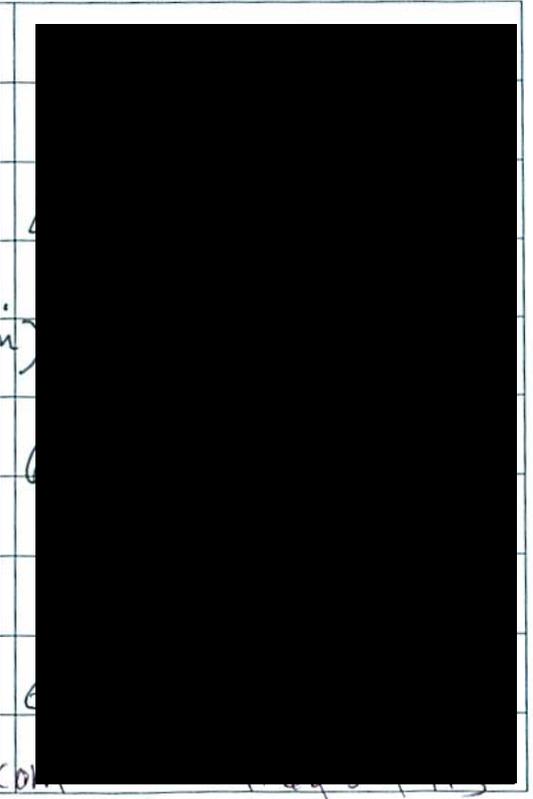
NEIGHBORHOOD MEETING

QuikTrip Corporation #1424

Application PL-14-0239

Wednesday, March 11, 2015

SIGN-IN SHEET (PLEASE PRINT)

NAME (PLEASE PRINT)	ADDRESS (Please Include City & Zip)	PHONE NO.
Rodi Tortorelli		
Suzi Pak		
KATHERINE HALL		
CARLY KERR		
Edie / Anthony Ruiz		
Arlan Smith		
Eric Morgan		
Stephanie Dean		
Debbie Ruiz		
Fred Reyes Sr		

email notice

traffic info

NEIGHBORHOOD MEETING

QuikTrip Corporation #1424

Application PL-14-0239

Wednesday, March 11, 2015

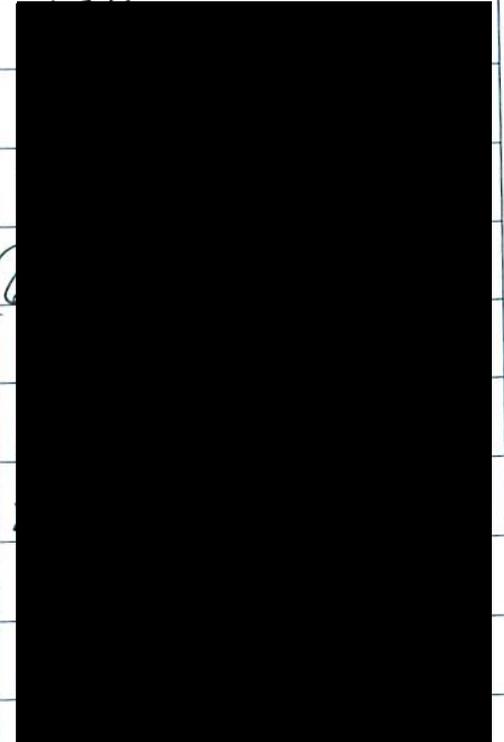
SIGN-IN SHEET (PLEASE PRINT)

NAME (PLEASE PRINT)

ADDRESS (Please Include City & Zip)

PHONE NO.

Sherry Gallinger
Kenneth Gallinger
John Stolary
Pat Lerner



Scott Johnson
Mark Watrutz
BRANDON DEAN
Diego Gettig

*SUMMARY OF RELATED FACTS
APPLICATION PL-10-0027 QUIKTRIP #1424*

<i>THE PROPERTY</i>	
PARCEL SIZE	2.227 acres
LOCATION	NWC Avondale & Coldwater Springs Boulevards
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat.
EXISTING LAND USE	Vacant
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 4/7/1997, Rezoned to PAD 3/17/1997
DEVELOPMENT AGREEMENT	Yes (1997), but there are no outstanding issues.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Planned Area Development (PAD) – Coldwater Springs (vacant)
EAST	COUNTY (agricultural uses), Avondale City Hall.
SOUTH	Planned Area Development (PAD) – Coldwater Springs (residential)
WEST	Planned Area Development (PAD) – Coldwater Springs (residential)

<i>GENERAL PLAN</i>	
The subject property is designated as Commercial on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Collier Elementary School
HIGH SCHOOL	La Joya Community High School

<i>STREETS</i>	
Avondale Boulevard	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	3 vehicular lanes, ½ landscaped median, bike lane, curb and gutter, street lights
Standard half street improvements	3 vehicular lanes, ½ landscaped median, bike lane, curb and gutter, detached sidewalk, street lights

STREETS

Coldwater Springs Boulevard

Classification	Minor Collector
Existing half street ROW	50 – 60 feet
Standard half street ROW	80 feet
Existing half street improvements	1 vehicular lanes, ½ median
Standard half street improvements	1 vehicular lane, ½ landscaped median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

UTILITIES

There is an existing 24” water line in Avondale Boulevard and a 12” water line existing in Coldwater Springs Boulevard. Both transition across the entire frontage of the property.

There are existing 18” sewer lines in Avondale Boulevard and Coldwater Springs Boulevard. Both transition across the entire frontage of the property.



CITY COUNCIL AGENDA

SUBJECT:

Liquor License - Series 10 - Beer and Wine Store
- QuikTrip #1424

MEETING DATE:

6/15/2015

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

Staff is recommending approval of a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #1424 to be located at 150 N Avondale Blvd in Avondale.

DISCUSSION:

The City Clerk's Department received an applications for Series 10 (Beer and Wine Stores) liquor license application to be used at yet to be built QuikTrip convenience store at 150 N Avondale Blvd in Avondale. The application fees in the amount of \$850 have been paid.

This application was listed on the May 4, 2015 council agenda for approval, however, Council decided to postpone consideration of this item until tonight's meeting to coincide with Council's consideration of other related items.

The application was originally posted at the location starting April 8th; the posting was updated on May 20, 2015 giving notice of the new council meeting date. A notice giving notice of the new meeting date was published in the West Valley View on April June 9 and 12, 2015. No comments were received.

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

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #1424 to be located at 150 N Avondale Blvd in Avondale.

ATTACHMENTS:

Description

[Application and related documents](#)

SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE APPLICATION –
QT #1424 – 150 N. AVONDALE BLVD., AVONDALE

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENT
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/36316>



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing - Ordinance 1584-615 - Palm Valley-Avondale PAD Amendment

MEETING DATE:

6/15/2015

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, City Manager

REQUEST:

A major amendment to the Palm Valley-Avondale PAD to allow for a convenience store with gasoline station as a conditionally permitted use within the Palm Valley-Avondale PAD, allow an increase in fuel canopy length from 150 feet to 158 feet, and allow for three button (Logo) signs on the fuel canopy.

PARCEL SIZE:

2.75 Acres

LOCATION:

Southeast Corner of Dysart Road and Thomas Road

APPLICANT:

Mr. Brian Greathouse, Burch & Cracchiolo, P.A. (602) 234-9903

OWNER:

Parkway Bancorp, Inc.

BACKGROUND:

The subject property was annexed on January 16, 1978, as a part of a larger annexation. On August 2, 1993, City Council approved a Development Agreement between the City of Avondale and SunCor Development Company regarding the future Palm Valley-Avondale Planned Area Development (PAD), which includes the subject property. On September 6, 1994, City Council approved case Z94-284 Palm Valley-Avondale PAD, which rezoned the subject property to PAD as part of a larger area. The approved PAD designates the uses for the subject property as Neighborhood Retail but does not establish a use listing or development standards. On January 7, 2002, the City Council approved a third amendment to the Development Agreement that established that Neighborhood Retail shall be defined by using the Neighborhood Commercial (C-1) zoning designation development standards and use listing.

On December 22, 2008, staff administratively approved a minor amendment of the PAD to allow a reduced parking setback along Dysart and Thomas Roads from 30 feet to 20 feet on the southeast corner.

SUMMARY OF REQUEST:

The QuikTrip Corporation is requesting approval of an amendment to the Palm Valley-Avondale PAD to allow for the construction and operation of a convenience store with gas station on approximately 2.75 acres of a larger vacant 14 acre parcel located on the southeast corner of Dysart Road and Thomas Road. The proposed operation will be QuikTrip's new Gen III model complete with a 5,773 square foot convenience store accompanied by ten (10) gas pumps. The design of the building will feature four-sided architecture and incorporate natural and desert earth tones into the color palette. There will be five entrances to the building; two in the front, one on each side, and a service/delivery entrance in the rear of the building separating deliveries from pedestrian and vehicular circulation. Ingress/egress to the site will be provided by a single right-in/right-out access point via Dysart Road and two access points via Thomas Road, one right-in/right-out only and the other full access. In addition to the typical items found in a convenience store, the new Gen III store will feature a gourmet kitchen offering made to order hot and cold entrées to their customers. The QuikTrip will operate 24 hours per day, 7 days a week.

Currently, a convenience/retail store without a gas station component would be permitted; however, by incorporating the gas station component, the use is no longer a permitted or conditionally permitted use within the Palm Valley-Avondale PAD at this location. If the amendment is approved, the use listing would be revised to conditionally permit the gas station component on the subject site only, with the approval of a Conditional Use Permit. A Conditional Use Permit (PL-14-0241), a Minor Land Division (PL-15-0078), and Site Plan (PL-15-0021) applications are concurrently under review by City staff but cannot be approved unless this PAD amendment request is approved by the City Council.

In addition to the inclusion of the gas station as a conditionally permitted use, the applicant is also requesting a deviation from the fueling canopy maximum length requirements as outlined in the Zoning Ordinance and the inclusion of three button signs mounted to the canopy.

PARTICIPATION:

The applicant conducted two neighborhood meetings to discuss the proposed PAD Amendment. The first meeting was held on Thursday, March 5, 2015 at 6:00 P.M. at Avondale City Hall. The second meeting was held on Monday, March 16, 2015 at 6:00 P.M. at the Rancho Santa Fe Elementary School. Both meetings were advertised in the West Valley View and a notification sign was erected on the subject property. Additionally, property owners were notified of the meetings by letters sent by the applicant that were within 500 feet for the 1st meeting and an expanded boundary of 1,000 feet for the 2nd meeting.

The first neighborhood meeting was attended by four citizens who had questions regarding the need for another gas station, concerns regarding students from the community college purchasing beer and wine, homeless people loitering in the area, effect on property values, potential toxins from the fuel holding tanks, construction timing, and the size of the store.

The applicant's responses were as follows:

- There were three stations located at least a mile from the prospective site and that the major arterial location proximate to the community college made this an ideal location.
- QT has a very strict ID policy and would not tolerate any inappropriate behavior.
- QT prides itself on being very clean and would not allow any loitering.
- QT would be an asset to the area and do not foresee any negative effects on property values.

- All environmental protective measures required by federal and state regulations would be in place.
- The store would be 5,773 square feet.
- Construction could commence as early as the end of this year or early next.

The second neighborhood meeting was attended by approximately fifty-one citizens, who, in addition to the questions noted above, had additional questions regarding access from Dysart and Thomas Roads, where does the property line end, buffering techniques, site lighting, operating hours, landscaping maintenance, length of the Thomas Road deceleration lane, delivery schedule, remainder of parcel, and future meetings.

The applicant's responses were as follows:

- The site would have three access points, two of which would be limited to right-in right-out and one full access off of Thomas Road.
- The property line is approximately 400 feet to the nearest residence east of the site.
- Additional Sisso and Mesquite trees would be added in order to buffer the neighborhood.
- The site will meet all zoning ordinance requirements with regards to site lighting.
- Hours of operation will be 24 hours per day, 7 days a week.
- QT will maintain the landscape.
- The deceleration lane will be approximately 75 feet in length.
- QT will take into account citizen concerns with deliveries.
- The zoning on the remainder of the 14 acre parcel would remain unchanged.
- Future public meetings, if any, were yet to be determined.

Letters notifying nearby property owners of the Planning Commission meeting were mailed on May 4, 2015. Additionally, the sign was updated to include the time and date of the meeting on May 5, 2015. Lastly, a notice of the Planning Commission hearing was published in the West Valley View on May 5, 2015 (Exhibit H). To date, staff has received email correspondence from four citizens, two in support to the proposed PAD amendment and two in opposition (Exhibit I). In addition, staff has verbally discussed this project with another resident in the area and they have indicated their opposition to the request. As discussed in the section below, several citizens spoke in support and opposition to the project, as well as provided petitions in support and opposition to the project.

In addition, the applicant canvassed the surrounding neighborhood and visited 208 homes. The canvass yielded 106 signatures in support and none in opposition and was placed into the record at the Planning Commission by the applicant as indicated in the section below. The map included as Exhibit N shows the homes visited by the applicant.

Letters notifying nearby property owners of the City Council meeting were mailed on May 29, 2015. Additionally, the signs were updated to include the time and date of this meeting on May 5, 2015. Lastly, a notice of the City Council hearing was published in the West Valley View on May 26, 2015.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on this item on May 21, 2015 (EXHIBIT K).

Commission asked the following questions during the question and answer portion of the session:

- Chair Scibienski inquired as to why the canopy for this location requires an additional 8 feet beyond what the Zoning Ordinance allows when the canopy at the Coldwater Springs location falls within Zoning Ordinance standards. The applicant responded that the proposed Dysart Road location includes ten double-sided fuel pumps, whereas the Coldwater Springs location includes eight; the additional length is required to cover the additional pumps proposed.

- Chair Scibienski and Commissioner Pineda asked about the orientation of the convenience store building to Thomas Road, rather than Dysart Road which carries significantly more traffic. The applicant noted that QuikTrip's Generation 3 stores include three entrances, which allows the company greater flexibility in building orientation; the narrow parcel mandated that the building be oriented as proposed, and orienting the building towards Dysart Road or angling the building would disrupt circulation on the site.

- Chair Scibienski asked about the need for the two additional pump stations. The applicant stated that the size of the parcel allowed QT to fit in additional pumps at this location, and QT's projections show that the proposed number of pumps will be warranted due to demand in the area.

- Chair Scibienski asked about cross-access between the QT parcel and future commercial development to the south and west. The applicant stated that the easternmost Thomas Road driveway will become a joint access when future development occurs. Also, QT anticipates providing additional cross access to future surrounding development internal to the site when that development occurs.

Five audience speaker cards were submitted to the clerk indicating opposition to the proposed QuikTrip proposals. Of those five persons in opposition, four spoke during the public hearing, indicating concerns including, but not limited to, traffic safety, increased traffic on Santa Fe Trail, pollution, alcohol sales, 24-7 hours of operation, the number of gas stations already operating within a mile of the site, expectations for low-intensity development in the area, and the general incompatibility of the use with nearby neighborhoods.

Nine audience speaker cards, including one from the applicant and one from the representative of QT, were submitted to the clerk indicating support for the proposed QuikTrip. Of those nine persons in support, three spoke, including the applicant, during the public hearing, stating that the proposed use is a needed service in the area, traffic is light in the area so it will not be contributing to an existing problem, QT is a quality employer, students at Estrella Mountain Community College will benefit, the project will meet all clean air standards, and the use will generate revenue for the City. The speaker request forms are included under Exhibit L.

Several new petitions and letters (Exhibit M) were entered into the record at the Planning Commission meeting, as follows:

- A letter from the Corte Sierra Homeowners Association Board of Directors, unanimously opposing the proposed PAD Amendment on the grounds that a gas station use is not in the best interest of the community and does not further the goals of the North Avondale Specific Plan.

- 131 signatures opposing the PAD Amendment and CUP requests on the grounds that a gas station use is not in the best interest of the community.

·116 signatures in support of the proposed QT development, including 106 residents and 10 business owners.

·3 emails from residents indicating support for the proposed development.

Upon conclusion of the public hearing, the Commission voted 3-1 to recommend approval of the requested PAD Amendment subject to one staff recommended condition of approval, as follows:

1. The Palm Valley-Avondale PAD Development Plan and Ordinance, including all stipulations of prior approval, shall remain in full force and effect, unless expressly modified by this amendment.

ANALYSIS:

The General Plan Land Use designation for this site is Local Commercial, which by definition, supports uses that provide for the daily needs of goods and services to the residents residing within the surrounding area. The types of uses designated for this category may include: Grocery stores, gas stations, neighborhood/retail services, and office and medical uses serving consumers residing in adjacent residential areas, which promotes a walkable community. The preferred locations are at arterial intersections, although other locations may be deemed acceptable based on the merits of the project.

The site also falls within the North Avondale Specific Area Plan (NASP) which encompasses an area bounded by McDowell Road to the south, Litchfield Road to the west, 103rd Avenue to the east, and Indian School Road to the north. The NASP, which was amended in 2013, provides a vision for future development of both residential and commercial properties located in north Avondale. More specifically, the plan seeks to protect the existing character of the North Avondale area by encouraging innovative yet compatible design that promotes the connectivity of the area and creates a "Sense of Place". Additionally, the NASP focuses on specific goals and objectives contained in the General Plan which encourages future development in and around existing community assets such as the Estrella Mountain Community College.

As defined in the 3rd amendment to the Palm Valley-Avondale PAD and approved by City Council in January of 2002, the 14 acre site located on the southeast corner of Dysart and Thomas Roads has an underlying zoning of Neighborhood Commercial (C-1). Neighborhood Commercial is defined in the Zoning Ordinance as those uses that accommodate retail and service establishments satisfying the everyday needs of consumers residing in adjacent neighborhoods. The ordinance further states that this category should provide for neighborhood commercial centers with a trade area limited generally to adjacent and nearby neighborhoods, act as the primary type of neighborhood commercial development, be located at the intersection of arterial streets with at least one property line directly abutting a residential zone, have users that generally do not exceed 70,000 square feet, and encourage development that is consistent with any specific area plan and the General Plan.

The proposed site is a 2.75 acre carve-out of a 14 acre vacant parcel that is located on the southeast corner of two arterials, Dysart Road and Thomas Road. The proposed site is surrounded by a number of different land uses, including commercial, educational and residential. To the north is the Dysart Commons Shopping Center zoned PAD (Neighborhood Commercial). To the northwest is the Estrella Mountain Community College zoned PAD (Mixed-Use Commercial). To the west is a partially developed commercial corner zoned Commercial PAD (Goodyear). To the south are portions of the Rancho Santa Fe single-family residential development zoned PAD.

The proposed amendment to allow for the convenience store with a gasoline station is consistent with the current land uses in the immediate area as well as being in direct conformance with the General Plan designation of Local Commercial. The proposed amendment is specific to the 2.75

acres located on the hard corner of the intersection of Dysart and Thomas Roads and is not directly adjacent to any residential properties, thereby minimizing any potential impact to the nearby residential developments. In addition, the surrounding 11.25 acre vacant parcel will remain as specified in the Palm Valley-Avondale PAD as Neighborhood Commercial (C-1) thus providing future opportunities for commercial/retail adjacent to the residential development to the east and south, ultimately creating a buffer between the uses.

The current development plan meets the goals and objectives of the North Avondale Specific Plan (NASP) by incorporating innovative architecture in the design of the building, creating a sense of arrival and site identification with an enhanced design and landscape package at the corner of the major arterials, and providing for pedestrian and bicycle connections with shaded, tree-lined sidewalks.

Regarding the deviation from the fueling canopy maximum length, per Section 305-A.4 of the Zoning Ordinance, the roofline and the architecture of the canopies shall be stylistically consistent with the other buildings on the site and shall not exceed one hundred fifty (150) lineal feet on any side. Section 907-C.4 states that no sign shall be painted on, mounted to, or affixed in any way to an awning and/or canopy, except within the City Center (CC) or Old Town Avondale Business (OTAB) Zoning Districts. As submitted in the site plan application, the canopy would exceed the 150 linear foot provision by eight (8) feet and would contain three (3) button signs on the canopy. As a mitigating measure to the requested deviations, the applicant is proposing to upgrade the canopy construction with angled masonry columns and solid canopy fascia broken up by five off-sets (Exhibit F). Additionally, the applicant proposes an enhanced landscape package adjacent to arterial street sides at the corner as well as shaded bench seating and pedestrian connections (Exhibit G).

With the addition of a gas station as a permitted conditional use, the request will be required to go through the process of a Conditional Use Permit adding an additional layer of review. To grant the CUP, five findings must be met that will ensure that any negative impacts created by the use will be mitigated.

In conclusion, it is staff's opinion that the proposed PAD amendment and development plan is consistent with the General Plan, the North Avondale Specific Plan, the surrounding area, and will not be a detriment to the area or surrounding residential properties.

FINDINGS:

1. The requested amendment is in direct conformance with the underlying General Plan Land Use category of Local Commercial.
2. Approval of the PAD amendment will provide a benefit the surrounding community by permitting goods and services that are not readily available within the immediate vicinity.
3. Approval of the PAD Amendment will result in a development compatible with nearby neighborhoods and ensure a significant buffer of over 400 feet is maintained between the closest residential property line.
4. Approval of the PAD Amendment will enhance the commercial activity by attracting, retaining, and improving economic conditions that are consistent and compatible with the surrounding area.
5. Approval of the PAD Amendment will encourage the creation of an attractive and vibrant development within mature areas of the City.
6. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

RECOMMENDATION:

The City Council should adopt the Ordinance approving Application PL-14-0240, a request to amend the Palm Valley-Avondale Planned Area Development (PAD), subject to condition of approval, as recommended by the Planning Commission:

1. The Palm Valley-Avondale PAD Development Plan and Ordinance, including all stipulations of prior approval, shall remain in full force and effect, unless expressly modified by this amendment.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Ordinance approving Application PL-14-0240, a request to amend the Palm Valley-Avondale Planned Area Development (PAD), subject to conditions of approval, as recommended by the Planning Commission.

ATTACHMENTS:

Description

[PAD Amendment Attachments](#)

[Ordinance 1584-615](#)

PROJECT MANAGER

Rick Williams, Planner II, 623-333-4018

Public Hearing - Ordinance 1584-615 - Palm
Valley-Avondale PAD Amendment

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

- Exhibit A - Aerial Vicinity Map
- Exhibit B - Land Use Map
- Exhibit C - Zoning Map
- Exhibit D - QuikTrip PAD Narrative
- Exhibit E - QuikTrip Conceptual Site Plan
- Exhibit F - QuikTrip Elevations
- Exhibit G - Corner Elevation
- Exhibit H - Citizen Participation Meeting Summary
- Exhibit I - Citizen Support/Opposition Correspondence
- Exhibit J - Summary of Related Facts
- Exhibit K - Planning Commission Meeting Minutes May 21, 2015
- Exhibit L - PC Speaker Request Forms
- Exhibit M - Planning Commission Support and Opposition
- Exhibit N - QT Outreach Map
- Exhibit O – Additional Citizen Opposition Email PAD Amendment

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36327>

ORDINANCE 1584-615

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, MODIFYING THE PLANNED AREA DEVELOPMENT ZONING FOR REAL PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF DYSART ROAD AND THOMAS ROAD, AS SHOWN IN APPLICATION PL-14-0240, BY AMENDING THE LAND USE PLAN FOR THE DEVELOPMENT.

WHEREAS, on September 6, 1994, the Council of the City of Avondale (the “City Council”) amended the City of Avondale Zoning Atlas (the “Zoning Atlas”) by rezoning approximately 2.75 acres of land located at the southeast corner of Dysart Road and Thomas Road (the “Property”) to a planned area development as part of a larger area (presently known as the “Palm Valley–Avondale PAD”) and designated uses for the subject property as “Neighborhood Retail,” but did not establish a use listing or development standards; and

WHEREAS, on January 7, 2002, the City Council approved an amendment to the Development Agreement with SunCor Development Company, which amendment addressed permitted uses for the Property and established that “Neighborhood Retail” shall be defined by using the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) Neighborhood Commercial (C-1) zoning designation development standards and use listing; and

WHEREAS, the City Council now desires to modify the permitted uses allowed on the Property within the Palm Valley-Avondale PAD as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, by adopting the amendment as shown in Application PL-14-0240, dated April 22, 2015 (the “2015 Amendment”), subject to certain modifications; and

WHEREAS, all due and proper notice of the public hearing on the 2015 Amendment held before the City of Avondale Planning Commission (the “Commission”) was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, May 21, 2015, on the 2015 Amendment, after which the Commission recommended approval.

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 2015 Amendment is hereby approved subject to the following conditions:

1. The Palm Valley–Avondale PAD Development Plan and Ordinance, as amended, including all stipulations of the prior approvals, shall remain in full force and effect unless expressly modified by this 2015 Amendment.
2. The permitted uses allowed on the Property within the Palm Valley–Avondale PAD shall be amended to allow “Gas Station, with or without convenience store and/or car wash” as a use subject to a conditional use permit, as defined and conditioned in the 2015 Amendment.
3. The “Gas Station with or without convenience store and/or car wash” use shall be subject to all of the conditional use development standards in Section 305(A) of the Zoning Ordinance, except that the maximum canopy length set forth in Subsection 305(A)(4) is hereby modified to be 158 lineal feet for the Property.

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 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, June 15, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1584-615

[Legal Description and Map]

See following pages.

Legal Description
Quiktrip Parcel

A portion of land situated in the Northwest Quarter of Section 35, 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 a Found Brass Cap Flush at the Northwest Corner of said Section 35, from which a Found Brass Cap Flush at the North Quarter Corner of said Section 35 bears North 89 degrees 18 minutes 37 seconds East, a distance of 2619.55 feet;

Thence South 89 degrees 18 minutes 34 seconds East, along the North line of the Northwest Quarter of said Section 35, a distance of 120.41 feet;

Thence South 00 degrees 41 minutes 23 seconds West, a distance of 55.00 feet, to the **POINT OF BEGINNING.**

Thence South 89 degrees 18 minutes 37 seconds East, parallel with and 55.00 feet South of the North line of the Northwest Quarter of said Section 35, a distance of 400.37 feet;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 91.47 feet;

Thence North 90 degrees 00 minutes 00 seconds West, a distance of 50.87 feet;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 173.14 feet;

Thence South 90 degrees 00 minutes 00 seconds West, a distance of 390.73 feet;

Thence North 00 degrees 16 minutes 05 seconds East, parallel with and 80.00 feet East of the West line of the Northwest Quarter of said Section 35, a distance of 229.91 feet;

Thence North 45 degrees 28 minutes 44 seconds East, a distance of 56.36 feet, to the **POINT OF BEGINNING.**

Encompassing 108,248 square feet or 2.485 acres, more or less.

See Exhibit "A" attached hereto and made a part hereof.

Any modification to or omission from this description completely
absolves the surveyor from any liability for this description.



EXHIBIT 'A'
QUIKTRIP PARCEL

FOUND BRASS
CAP FLUSH
NORTHWEST CORNER,
SEC. 35, T.2N., R.1W.

FOUND BRASS
CAP FLUSH
NORTH 1/4 CORNER,
SEC. 35, T.2N., R.1W.

120.41'

2499.14'

N89°18'37"E 2619.55'

S00°41'23"W
55.00'

P.O.B.

THOMAS ROAD

55.00'

80.00'

DYSART ROAD

N00°16'05"E 2642.18'

N00°16'05"E 229.91'

N45°28'44"E
56.36'

S89°18'37"E 400.37'

S00°00'00"W
91.47'

N90°00'00"W
50.87'

S00°00'00"W 173.14'

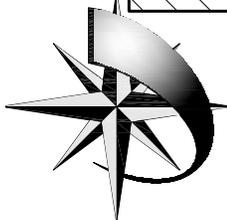
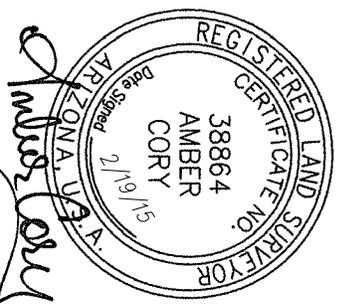
S90°00'00"W 390.73'

SCALE: 1"=60'



FOUND BRASS CAP
IN HANDHOLE
WEST 1/4 CORNER,
SEC. 35, T.2N., R.1W.

REGISTRATION EXPIRES 3/31/2015



NORTHSIGHT

LAND SURVEY CONSULTING INC
21640 N. 19th Avenue, Suite C103 | Phoenix, Arizona 85027
P: 480-303-0833 | F: 480-303-0834
www.NorthsightSurvey.com



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing - Conditional Use Permit for
QuikTrip Convenience Store with Gasoline
Station (PL-14-0241)

MEETING DATE:

6/15/2015

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, City Manager

REQUEST:

A Conditional Use Permit for a QuikTrip convenience store and gasoline station located at the southeast corner of Dysart Road and Thomas Road (PL-14-0241).

PARCEL SIZE:

2.75 acres

LOCATION:

Southeast corner of Dysart Road and Thomas Road

APPLICANT:

Brian Greathouse, Burch & Cracchiolo, P.A. (602) 234-9903

OWNER:

Parkway Bancorp, Inc.

BACKGROUND:

The subject property was annexed on January 16, 1978, as a part of a larger annexation. On August 2, 1993, City Council approved a Development Agreement between the City of Avondale and SunCor Development Company regarding the future Palm Valley-Avondale Planned Area Development (PAD), which includes the subject property. On September 6, 1994, City Council approved case Z94-284 Palm Valley-Avondale PAD, which rezoned the subject property to PAD as part of a larger area. The approved PAD designates the uses for the subject property as Neighborhood Retail but does not establish a use listing or development standards. On January 7, 2002, the City Council approved a third amendment to the Development Agreement that established that Neighborhood Retail shall be defined by using the Neighborhood Commercial (C-1) zoning designation development standards and use listing.

On December 22, 2008, staff administratively approved a minor amendment of the PAD to allow a reduced parking setback along Dysart and Thomas Roads from 30 feet to 20 feet on the southeast corner.

SUMMARY OF REQUEST:

The QuikTrip Corporation is proposing to construct and operate a convenience store with gas station on approximately 2.75 acres of a larger vacant 14 acre parcel located on the southeast corner of Dysart Road and Thomas Road. The proposed operation will be QuikTrip's new Gen III model complete with a 5,773 square foot convenience store accompanied by ten (10) gas pumps. The design of the building will feature four-sided architecture and incorporate natural and desert earth tones into the color palette. There will be five entrances to the building; two in the front, one on each side, and a service/delivery entrance in the rear of the building separating deliveries from pedestrian and vehicular circulation. Ingress/egress to the site will be provided by a single right-in/right-out access point via Dysart Road and two access points via Thomas Road, one right-in/right-out only and the other full access. In addition to the typical items found in a convenience store, the new Gen III store will feature a gourmet kitchen offering made to order hot and cold entrées to their customers. The QuikTrip will operate 24 hours per day, 7 days a week.

The companion rezoning application, PAD Amendment PL-14-0240, is requesting that the convenience stores with gas stations be added to the approved use listing for the site. The applicant is requesting a Conditional Use Permit (CUP) in conformance with Section 303 of the Avondale Zoning Ordinance and the requirements set-forth in the rezoning application.

PARTICIPATION:

The applicant conducted two neighborhood meetings to discuss the proposed PAD Amendment. The first meeting was held on Thursday, March 5, 2015 at 6:00 P.M. at Avondale City Hall. The second meeting was held on Monday, March 16, 2015 at 6:00 P.M. at the Rancho Santa Fe Elementary School. Both meetings were advertised in the West Valley View and a notification sign was erected on the subject property. Additionally, property owners were notified of the meetings by letters sent by the applicant that were within 500 feet for the 1st meeting and an expanded boundary of 1,000 feet for the 2nd meeting.

The first neighborhood meeting was attended by four citizens who had questions regarding the need for another gas station, concerns regarding students from the community college purchasing beer and wine, homeless people loitering in the area, effect on property values, potential toxins from the fuel holding tanks, construction timing, and the size of the store.

The applicant's responses were as follows:

- There were three stations located at least a mile from the prospective site and that the major arterial location proximate to the community college made this an ideal location.
- QT has a very strict ID policy and would not tolerate any inappropriate behavior.
- QT prides itself on being very clean and would not allow any loitering.
- QT would be an asset to the area and do not foresee any negative effects on property values.
- All environmental protective measures required by federal and state regulations would be in place.
- The store would be 5,773 square feet.
- Construction could commence as early as the end of this year or early next.

The second neighborhood meeting was attended by approximately fifty-one citizens, who, in addition to the questions noted above, had additional questions regarding access from Dysart and Thomas Roads, where does the property line end, buffering techniques, site lighting, operating hours, landscaping maintenance, length of the Thomas Road deceleration lane, delivery schedule, remainder of parcel, and future meetings.

The applicant's responses were as follows:

- The site would have three access points, two of which would be limited to right-in right-out and one full access off of Thomas Road.
- The property line is approximately 400 feet to the nearest residence east of the site.
- Additional Sisso and Mesquite trees would be added in order to buffer the neighborhood.
- The site will meet all zoning ordinance requirements with regards to site lighting.
- Hours of operation will be 24 hours per day, 7 days a week.
- QT will maintain the landscape.
- The deceleration lane will be approximately 75 feet in length.
- QT will take into account citizen concerns with deliveries.
- The zoning on the remainder of the 14 acre parcel would remain unchanged.
- Future public meetings, if any, were yet to be determined.

Letters notifying nearby property owners of the Planning Commission meeting were mailed on May 4, 2015. Additionally, the signs were updated to include the time and date of the meeting on May 5, 2015. Lastly, a notice of the Planning Commission hearing was published in the West Valley View on May 5, 2015 (Exhibit H). To date, staff has received email correspondence from four citizens, two in support to the proposed PAD amendment and two in opposition (Exhibit I). In addition, staff has verbally discussed this project with another resident in the area and they have indicated their opposition to the request. As discussed in the section below, several citizens spoke in support and opposition to the project, as well as provided petitions in support and opposition to the project.

In addition, the applicant canvassed the surrounding neighborhood and visited 208 homes. The canvass yielded 106 signatures in support and none in opposition and was placed into the record at the Planning Commission by the applicant as indicated in the section below. The map included as Exhibit N shows the homes visited by the applicant.

Letters notifying nearby property owners of the City Council meeting were mailed on May 29, 2015. Additionally, the signs were updated to include the time and date of this meeting on May 5, 2015. Lastly, a notice of the City Council hearing was published in the West Valley View on May 26, 2015.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on this item on May 21, 2015 (EXHIBIT K).

Commission asked the following questions during the question and answer portion of the session:

- Chair Scibienski inquired as to why the canopy for this location requires an additional 8 feet

beyond what the Zoning Ordinance allows when the canopy at the Coldwater Springs location falls within Zoning Ordinance standards. The applicant responded that the proposed Dysart Road location includes ten double-sided fuel pumps, whereas the Coldwater Springs location includes eight; the additional length is required to cover the additional pumps proposed.

- Chair Scibienski and Commissioner Pineda asked about the orientation of the convenience store building to Thomas Road, rather than Dysart Road which carries significantly more traffic. The applicant noted that QuikTrip's Generation 3 stores include three entrances, which allows the company greater flexibility in building orientation; the narrow parcel mandated that the building be oriented as proposed, and orienting the building towards Dysart Road or angling the building would disrupt circulation on the site.

- Chair Scibienski asked about the need for the two additional pump stations. The applicant stated that the size of the parcel allowed QT to fit in additional pumps at this location, and QT's projections show that the proposed number of pumps will be warranted due to demand in the area.

- Chair Scibienski asked about cross-access between the QT parcel and future commercial development to the south and west. The applicant stated that the easternmost Thomas Road driveway will become a joint access when future development occurs. Also, QT anticipates providing additional cross access to future surrounding development internal to the site when that development occurs.

Five audience speaker cards were submitted to the clerk indicating opposition to the proposed QuikTrip proposals. Of those five persons in opposition, four spoke during the public hearing, indicating concerns including, but not limited to, traffic safety, increased traffic on Santa Fe Trail, pollution, alcohol sales, 24-7 hours of operation, the number of gas stations already operating within a mile of the site, expectations for low-intensity development in the area, and the general incompatibility of the use with nearby neighborhoods.

Nine audience speaker cards, including one from the applicant and one from the representative of QT, were submitted to the clerk indicating support for the proposed QuikTrip. Of those nine persons in support, three spoke, including the applicant, during the public hearing, stating that the proposed use is a needed service in the area, traffic is light in the area so it will not be contributing to an existing problem, QT is a quality employer, students at Estrella Mountain Community College will benefit, the project will meet all clean air standards, and the use will generate revenue for the City. The speaker request forms are included under Exhibit L.

Several new petitions and letters (Exhibit M) were entered into the record at the Planning Commission meeting, as follows:

- A letter from the Corte Sierra Homeowners Association Board of Directors, unanimously opposing the proposed PAD Amendment on the grounds that a gas station use is not in the best interest of the community and does not further the goals of the North Avondale Specific Plan.

- 131 signatures opposing the PAD Amendment and CUP requests on the grounds that a gas station use is not in the best interest of the community.

- 116 signatures in support of the proposed QT development, including 106 residents and 10 business owners.

- 3 emails from residents indicating support for the proposed development.

Upon conclusion of the public hearing, the Commission voted 3-1 (Vice Chair Smith, Commissioner Solorio, and Commissioner Kugler excused) to recommend approval of the requested Conditional Use Permit subject to three staff recommended conditions of approval, as follows:

1. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.
2. Deliveries of fuel and convenience store merchandise are to take place between 6 a.m. and 10 p.m. Store merchandise shall be delivered through the rear of the building.
3. A Minor Land Division shall be completed for the 2.75 acre site located at the southeast corner of Dysart Road and Thomas Road prior to Site Plan approval.

ANALYSIS:

In order to grant a Conditional Use Permit, Section 108C.2 of the Zoning Ordinance lists five findings that must be met. The burden of proof is upon the applicant. The findings and analysis are as follows:

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

i. The General Plan Land Use designation for this property is Local Commercial which is a category that is primarily used for providing daily needs of goods and services to the residents residing within the surrounding area as stated in the General Plan Land Use category description. The types of uses allowed in this category specifically for local residents may include: grocery stores, gas stations, neighborhood/retail services, and office and medical uses serving consumers residing in adjacent residential areas, which promotes a walkable community. The preferred locations are arterial intersections, although other locations may be deemed acceptable based on the merits of the project.

ii. The subject site and use will provide neighborhood services for residents of the Corte Sierra neighborhood to the north, the Rancho Santa Fe Springs neighborhood to the south and employees of adjacent surrounding non-residential developments for lunch, drinks, snacks, and gasoline. The subject property is within the North Avondale Specific Plan (NASP), which seeks to protect the existing character of the North Avondale Area by encouraging innovative yet compatible design that promotes the connectivity of the area and creates a "Sense of Place". Additionally, the NASP focuses on specific goals and objectives contained in the General Plan which encourages future development in and around existing community assets such as the Estrella Mountain Community College.

iii. A convenience store with gas pumps is compatible with the surrounding character of the intersections four corners. The site, a 2.75 acre carve-out, will not abut against residences and is separated by more than 400 feet to the nearest residential property line. It is anticipated that the remaining 11.25 acre vacant parcel between the subject property and the residences would be developed in accordance with the uses as spelled out in the PAD and further defined in the Neighborhood Commercial (C-1) district.

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

i. The proposed site is surrounded by a number of different land uses. To the north is the Dysart Commons Shopping Center zoned PAD (Neighborhood Commercial). To the northwest is the Estrella Mountain Community College zoned PAD (Mixed-Use Commercial). To the west is a partially developed commercial corner zoned Commercial PAD (Goodyear). To the south are portions of the Rancho Santa Fe single-family residential development zoned PAD. Additionally, the

subject site is bounded by two arterial roadways to the north and west of the subject site.

ii. The QuikTrip Corporation is requesting to amend the Palm Valley-Avondale PAD which would permit the convenience store and gasoline station use with Council approval of a Conditional Use Permit (CUP) on 2.75 acres of a 14 acre vacant site. The PAD Amendment request and proposed CUP currently under consideration would be applicable to only the 2.75 acres at the southeast corner of the intersection. The remaining 11.25 acres of the vacant site would remain subject to the original conditions set forth in the Palm Valley-Avondale PAD and anticipated to be developed under the C-1 zoning district standards. The site plan for the proposed use will comply with all zoning, traffic, engineering, fire safety, and building code requirements.

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

i. The site is of adequate size and shape to meet all requirements for parking, landscaping, screening, and allows for safe onsite circulation. The conceptual site plan (Exhibit E) shows the proposed layout of the convenience store building, the gas pump islands, the parking, delivery area, drive aisles and driveways. The conceptual landscape plan shows adequate room for required landscaping and aesthetically enhances the southeast corner of the intersection (Exhibit E, F, and G).

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

i. The proposed convenience store with a gasoline station is located at the southeast corner of two arterial roads. Ingress/egress to the site will be provided by a single right-in/right-out access point via Dysart Road and two access points via Thomas Road, one right-in/right-out only closer to the intersection and the other full access that lines up with the access point to the center on the northeast corner. Additionally, the applicant is being required to construct deceleration lanes on both arterials for turning movements and is being required to dedicate additional right-of-way for future roadway expansions. A full Traffic Impact Analysis (TIA) for the site was prepared and submitted with the proposed PAD amendment and the CUP. City Staff has reviewed the TIA and agreed with the conclusions.

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

i. Staff is recommending conditions of approval to insure that potential offsite adverse impacts are mitigated. They are:

a. The proposed use will operate 24 hours a day/7 days a week. Staff is recommending a condition of approval that deliveries of merchandise and fuel take place between 6 a.m. and 10 p.m.

b. In order to ensure that the requested PAD amendment and CUP apply specifically to the 2.75 acres located directly on the corner of the intersection, staff is recommending a condition of approval that requires the completion of a Minor Land Division (Currently under City review) prior to any Site Plan approval for the convenience store and gasoline station.

FINDINGS:

1. Approval of the CUP will result in a development compatible with the General Plan, the North Avondale Specific Plan, and existing commercial development in the area.

2. Approval of the CUP will not be detrimental to persons residing or working in the area, on

adjacent properties in the neighborhood, or to the public welfare in general.

3. The proposed land use meets the five required findings for a CUP as outlined in Section 108 of the Zoning Ordinance.

RECOMMENDATION:

City Council approve Application PL-14-0241, a request for a Conditional Use Permit for a convenience store with gasoline station, subject to conditions of approval, as recommended by the Planning Commission:

1. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.
2. Deliveries of fuel and convenience store merchandise are to take place between 6 a.m. and 10 p.m. Store merchandise shall be delivered through the rear of the building.
3. A Minor Land Division shall be completed for the 2.75 acre site located at the southeast corner of Dysart Road and Thomas Road prior to Site Plan approval.

PROPOSED MOTION:

I move that the City Council accept the findings of the Planning and Zoning Commission and recommend **APPROVAL** of application PL-14-0241, a request for Conditional Use Permit, subject to conditions of approval, as recommended by the Planning Commission.

ATTACHMENTS:

Description

[CUP Attachments](#)

PROJECT MANAGER

Rick Williams, Planner II, 623-333-4018

Public Hearing - Conditional Use Permit for QuikTrip Convenience Store
with Gasoline Station (PL-14-0241)

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

- Exhibit A - Aerial map
- Exhibit B - Land Use Map
- Exhibit C - Zoning Map
- Exhibit D - QuikTrip CUP Narrative
- Exhibit E - QuikTrip Conceptual Site Plan
- Exhibit F - QuikTrip Elevations
- Exhibit G - QuikTrip Corner Elevation
- Exhibit H - Citizen Participation Meeting Summary
- Exhibit I - Citizen Correspondence
- Exhibit J - Summary of Related Facts
- Exhibit K - Planning Commission Meeting Minutes May 21, 2015
- Exhibit L - Planning Commission Speaker Request Forms
- Exhibit M - Support/Opposition at Planning Commission
- Exhibit N - QuikTrip Outreach Map
- Exhibit O – Additional Citizen Opposition Email PAD Amendment

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36325>



CITY COUNCIL AGENDA

SUBJECT:

Liquor License - Series 10 - Beer and Wine Store
- QuikTrip #423

MEETING DATE:

6/15/2015

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

Staff is recommending approval of a request from Mr. Troy DeVos for approval of a Series 10 (Beer and Wine Store) Liquor license application for QuikTrip #423 to be located at 2825 N Dysart Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for Series 10 (Beer and Wine Stores) liquor license application to be used at a QuikTrip convenience stores to be built at 2825 N Dysart Road. The application fees in the amount of \$850 have been paid.

This application was listed on the May 4, 2015 council agenda for approval, however, Council decided to postpone consideration of this item until tonight's meeting to coincide with Council's consideration of other related items.

The application was originally posted at the location starting April 8th; the posting was updated on May 20, 2015 giving notice of the new council meeting date. A notice giving notice of the new meeting date was published in the West Valley View on April June 9 and 12, 2015. Attached is a letter from Ms. Pat Dennis stating her opposition to approval of the liquor license.

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

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Troy DeVos for approval of two Series 10 (Beer and Wine Store) Liquor license applications for QuikTrip #423 to be located at 2825 N Dysart Road and QuikTrip #1424 to be located at 150 N Avondale Blvd in Avondale.

ATTACHMENTS:

Description

[Application and related documents](#)

[Screenshot of Application](#)

SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE APPLICATION –
QT #423 – 2825 N. DYSART ROAD, AVONDALE

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/36308>

City of Avondale
11465 W Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council

I am writing in opposition of the proposed liquor license application for the following location:

Quik Trip #423
Location 13067 W. Thomas Road Avondale, AZ 85392
Series 10 - Beer and Wine Store License

My objection is that a gas station with or without convenience services and /or car wash are not zoned for this location which is C-1 neighborhood commercial. Under the City of Avondale's Land Use Matrix indicates that this use is prohibited and the need for a Beer and Wine Store License is not in the best interest of the residential communities.

I ask the Mayor and City Council oppose the application at this time or ask the applicate to pull there request due to current zoning restrictions on the site.

Thank you for your consideration.

Sincerely,

Patricia Dennis

[REDACTED]
[REDACTED]

April 28, 2015

City of Avondale
11465 W Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council:

I am writing in opposition of the proposed liquor license application for the following location:

Quik Trip #423

Location 13067 W. Thomas Road Avondale, AZ 85392

Series 10 - Beer and Wine Store License

My objection is that a gas station with or without convenience services and /or car wash are not zoned for this location which is C-1 neighborhood commercial. The *City of Avondale's Land Use Matrix* indicates that this use is prohibited, notwithstanding that we feel a Beer and Wine Store License is not in the best interest of our residential communities.

I ask the Mayor and City Council to oppose the application at this time or ask the applicant to pull their request due to current zoning restrictions on the site.

Thank you for your consideration.

Sincerely,


Joan and Bob Macdonald
