

WORK SESSION
September 21, 2015
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. FRIENDSHIP PARK IMPROVEMENTS

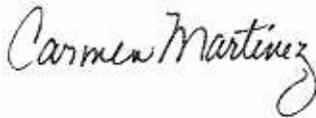
City Council will receive an update regarding the planned improvements for Friendship Park and review alternatives for the Council to evaluate in order to move the project forward. For information, discussion and direction.

3. WATER RESOURCES UPDATE

City Council will receive information regarding the current drought in the southwest, regional water resource planning efforts, and the City's water portfolio. For information and discussion only.

4 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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

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

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

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

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

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



CITY COUNCIL AGENDA

SUBJECT:

Friendship Park Improvements

MEETING DATE:

9/21/2015

TO: Mayor and Council

FROM: Kirk Haines, Parks, Recreation and Libraries Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is seeking direction from the Mayor and City Council regarding planned improvements for Friendship Park. Staff will present alternatives for the Council to evaluate in order to move the project forward.

BACKGROUND:

Built in 2003, Friendship Park is one of Avondale's premier park and recreation facilities and an asset to the West Valley. Over the course of the past few years, City Council and staff have been assessing the park program elements and decided some essential changes were necessary. Some of the general program elements that were identified to be modified include:

- Repurpose competitive field space with park areas that are more family friendly
- Create shaded picnic spaces with shade for small and large group gatherings
- Incorporate water play for youth with shade - Splash Pad area
- Create a small event venue that will attract flexible staging areas, paved areas for food trucks and market vendors - Village Green
- Park entry, signage and additional parking
- Enhance turf and landscape and provide more shade

Logan Simpson Design was hired to develop the conceptual plans and construction drawings. The project was put out for bid earlier this summer. Nine general contractors attended the mandatory pre-bid conference and only two bids were submitted. The low base bid was more than 20% over the available budget. Consequently, the bids were rejected and staff began a review of the construction and bid documents to determine the next steps.

DISCUSSION:

The base bid included reconstruction of the existing restroom facility, an additional restroom facility, a splash pad and shade, picnic ramadas, removal of a traffic circle, fencing around the soccer fields, additional parking, and other miscellaneous items. Additional items not included in the base bid, known as bid alternates, included the Village Green, overflow parking, replacement of playgrounds, basketball court lighting, dog park expansion, outdoor exercise stations, tennis court replacement, and walking path connections.

Staff evaluated items in the base bid to identify opportunities to reduce project costs. Staff identified the potential cost savings that would not significantly change the essential park improvements:

- Relocate the group picnic area from the north parking area near McDowell Road to the Splash Pad area - this will eliminate lost parking lost spaces and the demolition and reconstruction of the parking lot.
- Eliminate 60% fencing of the soccer fields and install chain link fence along the south side of the walking path to prohibit illegal access for ATV equipment.
- Repair and renovate the existing east restroom instead of replacement. These and miscellaneous changes provided a cost savings of approximately \$471,000.

Major Recommended Elements

Staff reevaluated the plan and developed a list of essential items for inclusion for Council Consideration at a total estimated cost of \$3,157,704.

- Splashpad with shade incorporated and new restroom facility
- Renovation of existing restroom
- 6 new picnic ramadas
- Approximately 100 additional parking spaces
- Replacement of two playgrounds, shade and accessible surfacing
- Fencing of soccer fields along south side
- Trees/plants, benches, trash receptacles, picnic tables
- Irrigation system improvements
- Post-design services
- Installation of Gallery 37 public art
- Contingency

Several features were included in the Invitation for Bids as bid alternates available as additional enhancements if cost and available funding allowed. Staff considered the items and are not including them as essential at this time. These items include: Village Green, tennis court replacement, enhanced basketball court lighting, dog park expansion, and outdoor exercise station.

Staff also recommends moving forward with preliminary planning and design for Festival Fields. The preliminary engineering services will help better define a changing program that was originally completed in 2008, and provide an updated cost estimate for the remaining park development. Completing conceptual design which will provide an estimated cost and time to plan for the construction.

BUDGET IMPACT:

Funding of \$2.038 million is available for Friendship Park, and \$1.5 million is available for completion of Festival Fields Phase 2 in Fund 310. If funds currently programmed for both projects are used to complete Friendship Park, it would significantly delay construction of Festival Fields.

RECOMMENDATION:

This item is for discussion and direction.



CITY COUNCIL AGENDA

SUBJECT:

Water Resources Update

MEETING DATE:

9/21/2015

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, 6923-333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:

The purpose of this report is to provide information about the current drought in the southwest, regional water resource planning efforts, and the City's water portfolio.

BACKGROUND:

There is no denying the Southwest United States is experiencing a sustained drought of more than 15 years. Some may argue it is the effects of climate change, others just keep praying for rain. Whatever the cause, Water Managers in Arizona have an uncertain future to plan for.

Even in this difficult time, Arizona, and Avondale specifically, have some successes to celebrate. While our population has more than doubled since the adoption of the 1980 Groundwater Management Act, our water use has dropped by more than 30%. Without the passage of this important piece of legislature and the diligent work by the state's Water Managers, our water situation would not be much different than California's.

Arizonians still have a challenging future ahead of them. Even in normal years, water is scarce for our state. As the junior right holder of Colorado River water the majority of the burden of water shortage on that supply would fall on our shoulders.

DISCUSSION:

The City of Avondale has a resilient water portfolio consisting of long term contracts with Salt River Project (SRP) and Central Arizona Project (CAP). Additionally, we have made a beneficial use of our reclaimed water supplies. A pipeline conveys reclaimed water from the Charles M. Wolf Water Resource Center to our recharge facility, where it is stored underground and becomes a renewable water supply for the city.

The most imminent threat to the city is a reduction in our CAP water allocation, which makes up about one third of our annual supplies. In an announcement on August 17, 2015, the Bureau of Reclamation declared there will be no shortage in the Colorado River water supply for 2016. While that is great news, there is still a 15% chance of a shortage in 2017 and more uncertainty beyond that.

Even with the potential reductions in our CAP water allocation, we are confident in the city's overall water portfolio. Over the past several years, Avondale has been able to store or "bank" more water than is needed to meet the demands of our customers. Through the smart management of our water supplies, the city can continue to grow with confidence.

BUDGET IMPACT:

For information and discussion only, there is no request for budgetary allowances with this report.

RECOMMENDATION:

This item is presented for information and discussion.



CITY COUNCIL AGENDA

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

**REGULAR MEETING
September 21, 2015
7:00 PM**

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

- 1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**
- 2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)**
 - a. PROCLAMATION - ARIZONA FIRST RESPONDERS' DAY OF GRATITUDE AND REMEMBRANCE**

A Proclamation recognizing September 27th, as Arizona first responders' day of gratitude and remembrance.

- 3 UNSCHEDULED PUBLIC APPEARANCES**

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

- 4 CONSENT AGENDA**

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

- a. SAMPLING LIQUOR LICENSES (9S) - WAL-MART SUPERCENTER #2554**

City Council will consider a request from Ms. Clare Hollie Abel on behalf of Wal-Mart Supercenter #2554 located at 13055 West Rancho Santa Fe Blvd, in Avondale for a Series 9S Liquor License to allow sampling privileges at this location. The Council will take appropriate action.

- b. MINOR LAND DIVISION FOR 623 E. RANDY STREET (PL-15-0168)**

City Council will consider a request by Jamie Garcia, for approval of a Minor Land Division of a parcel of land located at 623 E. Randy Street in the City of Avondale to split one parcel into three parcels and dedicate a Public Utility Easement (PUE) adjacent to Randy Street and Harrison Street. The Council will take appropriate action.

- c. PURCHASE AGREEMENT - VOUCHER RIDE TO PROVIDE TAXI SUBSIDY PROGRAM**

City Council will consider a request to approve a service agreement for \$35,000 with Voucher Ride, Inc. to provide subsidized taxi service for residents to travel to medical and dialysis treatments and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. COOPERATIVE PURCHASING AGREEMENT - LEGEND TECHNICAL SERVICES OF ARIZONA INC.

City Council will consider to approve a Cooperative Purchasing Agreement with Legend Technical Services for water and waste water laboratory analysis for an initial, one year, amount of \$185,000 and a total amount not to exceed \$925,000. The Council will take appropriate action.

e. CONSTRUCTION CONTRACT AWARD - ATWATER CONSTRUCTION -WASHINGTON STREET SEWER REPLACEMENT

City Council will consider a request to award a Construction Contract to Atwater Construction for the Washington Street Sewer Replacement in the amount of \$214,773 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 3274-915 - INTERGOVERNMENTAL AGREEMENT WITH DEPARTMENT OF CHILD SAFETY

City Council will consider a request to adopt Resolution 3274-915 authorizing an Intergovernmental Agreement between the City of Avondale, City of Goodyear, City of Buckeye, the County of Maricopa and the State of Arizona acting by and through the Department of Child Safety to provide integrated services to children and families at the Southwest Family Advocacy Center (SWFAC) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

g. RESOLUTION 3275-915 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE EXCHANGE OF SERVICES (ENTENTE)

City Council will consider a request to adopt Resolution 3275-915 authorizing an Intergovernmental Agreement with Maricopa County for the purpose of the exchange of services for roadway maintenance and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 PUBLIC HEARING CONDITIONAL USE PERMIT COPPER STATE RUBBER (APPLICATION PL-15-0196)

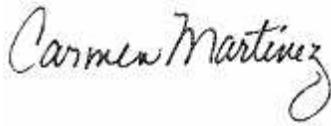
City Council will hold a public hearing and consider a request by Ms. Nicole Darling, Ware Malcomb, for approval of a Conditional Use Permit (CUP) to allow for screened outdoor storage ancillary to a proposed new light manufacturing facility for Copper State Rubber. The request concerns 13.66 acres of property zoned CP (Commerce Park), located at the southeast corner of Roosevelt Street and 105th Avenue. The Council will take appropriate action.

6 PUBLIC HEARING AND RESOLUTION 3273-915 LAKIN RANCH MAJOR GENERAL PLAN AMENDMENT APPLICATION PL-15-0104

City Council will hold a public hearing and consider adopting Resolution 3273-915 amending the General Plan, the scope of which includes adjusting the Land Use Map by generally altering the overall amount of commercial, open space, and various residential density categories and modifying the Circulation and Street Classification Map. The Council will take appropriate action.

7 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL AGENDA

SUBJECT:

Proclamation - Arizona First Responders' Day of Gratitude and Remembrance

MEETING DATE:

9/21/2015

TO: Mayor and Council**FROM:** Kevin Artz, Assistant City Manager**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

A Proclamation recognizing September 27th, as Arizona first responders' day of gratitude and remembrance.

BACKGROUND:

In 2015, the State Legislature adopted HB 2432, observing September 27th of each year, as Arizona first responders' day of gratitude and remembrance.

DISCUSSION:

The Legislature found that:

1. First responders risk their own safety and personal property in the execution of their duties to protect the public on a daily basis.
2. First responders are the first line of defense for the public against threats, both domestic and foreign.
3. First responders stand at the ready to come to the aid of the citizens of the United States twenty-four hours a day.
4. First responders are a vital part of our communities, not only standing ready to deal with emergencies but also volunteering in our schools and community organizations.
5. Individuals, both career and volunteer, from police, fire, emergency medical services, search and rescue and other organizations in the public safety sector, come together as a collective to aid the public in the event of an emergency.

Therefore the City of Avondale would like to recognize Arizona first responders' day of gratitude and remembrance.

RECOMMENDATION:

Staff recommends Council issue a Proclamation recognizing September 27th, as Arizona first responders' day of gratitude and remembrance.



CITY COUNCIL AGENDA

SUBJECT:

Sampling Liquor Licenses (9S) - Wal-Mart
Supercenter #2554

MEETING DATE:

9/21/2015

TO: Mayor and Council**FROM:** Carmen Martinez, City Clerk (623) 333-1214**THROUGH:** David Fitzhugh, City Manager (623) 333-1014**PURPOSE:**

Staff is recommending approval of a request from Ms. Clare Hollie Abel on behalf of Wal-Mart Supercenter #2554 located at 13055 West Rancho Santa Fe Blvd, in Avondale for a Series 9S Liquor License to allow sampling privileges at this location.

BACKGROUND:

A Series 9 Liquor Store License allows the sale of all spirituous liquors in the original unbroken package to be taken off the retailer's premises unopened and be consumed off the premises. A Series 9 Liquor Store License may also obtain sampling privileges subject to the following requirements:

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of the law. The licensee is liable for any violation of the law committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

Unlike a Series 9 license, a Series 9S license is not transferable. Upon transfer of a Series 9 License, the new owner of that license must apply for a new Series 9S License if sampling privileges are desired.

DISCUSSION:

Staff has received an application from Ms. Clare Hollie Abel on behalf of Wal-Mart Supercenter #2554 located at 13055 West Rancho Santa Fe Blvd. for a Series 9S Liquor License to be used at this location. Per guidelines issued by the Arizona Department of Liquor Licenses and Control, an application for a Series 9S license should be processed as a new application. Therefore, a notice of Council's intent to consider the request to approve the application was published in the West Valley View on September 15th and 18th, 2015 and a copy of the application has been posted

at the location for the required minimum 20 days starting August 27, 2015. No comments in favor or against approval of the application have been received.

The Council's recommendation for approval, denial or no recommendation will be forwarded to the Arizona Department of Liquor Licenses and Control for further consideration.

The application has been reviewed by Police, Fire, Development Services and Finance Departments and they are recommending approval of the application. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of a request from Ms. Clare Hollie Abel on behalf of Wal-Mart Supercenter #2554 located at 13055 West Rancho Santa Fe Blvd, in Avondale for a Series 9S Liquor License to allow sampling privileges at this location.

ATTACHMENTS:

Description

[Sampling Liquor License \(95\) - Wal-Mart Supercenter #2554](#)

Sampling Liquor License (9S) – Wal-Mart
Supercenter #2554

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/36609>



CITY COUNCIL AGENDA

SUBJECT:

Minor Land Division for 623 E. Randy Street (PL-15-0168)

MEETING DATE:

9/21/2015

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, City Manager (623) 333-1014

REQUEST:

Approval of a Minor Land Division of a parcel of land located at 623 E. Randy Street in the City of Avondale. The proposed Minor Land Division splits one parcel into three parcels and dedicates a Public Utility Easement (PUE) adjacent to Randy Street and Harrison Street.

PARCEL SIZE:

.84 Acres

LOCATION:

623 E. Randy Street (Exhibit A)

APPLICANT:

Jaime Garcia, (480) 273-0308

OWNER:

Jaime Garcia, (480) 273-0308

BACKGROUND:

Mr. Jaime Garcia submitted an application to the City of Avondale requesting to divide the .84 acre parcel located at 623 E. Randy Street, APN 500-53-010 into three (3) lots under the Minor Land Division (MLD) process. Currently, there are no existing Public Utility Easements (PUE) dedicated on the property. Avondale's City Code and the General Engineering Requirements Manual (GER) state that an eight (8) foot PUE is required at the back of right-of-way for the location of public utilities.

SUMMARY OF REQUEST:

City Council will consider a request by Jamie Garcia, for approval of a Minor Land Division of a parcel of land located at 623 E. Randy Street in the City of Avondale. The proposed Minor Land Division splits one parcel into three parcels and dedicates an eight (8) foot PUE adjacent to Randy Street and Harrison Street. The Council will take appropriate action.

PARTICIPATION:

Public notification is not required for Minor Land Division applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Minor Land Division applications.

ANALYSIS:

The proposed request complies with the General Plan, the Zoning Ordinance, the Subdivision Ordinance, and the General Engineering Requirements Manual.

FINDINGS:

The proposed request complies with the General Plan, the Zoning Ordinance, the Subdivision Ordinance, and the General Engineering Requirements Manual.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-15-0168, a Minor Land Division for approximately 0.84 acres of property located at 623 E. Randy Street.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-15-0168, a request for approval of a Minor Land Division for approximately 0.84 acres of property located at 623 E. Randy Street.

ATTACHMENTS:**Description**

[Exhibit A - Aerial Vicinity Map](#)

[Exhibit B - Current Zoning Map](#)

[Exhibit C - MLD Randy Street](#)

PROJECT MANAGER

Rick Williams, Planner II



Aerial Vicinity Map



 Subject Property





Zoning Map



 Subject Property



Exhibit C – MLD Randy Street

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<http://www.avondale.org/DocumentCenter/View/36629>



CITY COUNCIL AGENDA

SUBJECT:

Purchase Agreement - Voucher Ride to provide
Taxi Subsidy Program

MEETING DATE:

9/21/2015

TO: Mayor and Council

FROM: Pier Simeri, Community Relations Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

City Council will consider a request to approve a service agreement for \$35,000 with Voucher Ride, Inc. to provide subsidized taxi service for residents to travel to medical and dialysis treatments.

BACKGROUND:

Avondale initiated the Taxi Subsidy program as a more cost effective alternative to Dial-a-Ride for residents that require transportation to obtain specific medical services such as dialysis, chemotherapy or other recurring medical treatments. The Southwest Valley Dial-a-Ride provides special needs individuals with general transportation service but it is a more expensive option, and the service area does not cover all of Avondale.

The Avondale Taxi Subsidy program has been in place since July 2009 and is tailored to provide transportation for persons to obtain medical treatments. During Fiscal Year 14-15 the Taxi Subsidy program was used for just under 3,000 trips. Avondale pays the cost of the ride at 75% and the resident pays 25% of the total fare. Avondale only pays up to \$15 per ride.

The City of Glendale competitively bid the taxi program services and found Voucher Ride was the most responsive bid, with the lowest cost and good coverage in the West Valley. Avondale can purchase services using Glendale's contract.

DISCUSSION:

The Taxi Subsidy Program provides transportation for Avondale residents with non-emergency medical transportation needs, who receive recurring treatments such as dialysis and chemotherapy.

BUDGET IMPACT:

The funding for this contract was budgeted in the Transit Account line item 215-5113-00-6251. Staff anticipates spending approximately \$35,000 in FY15-16.

RECOMMENDATION:

Staff recommends that the City Council authorize a service agreement with Voucher Ride for \$35,000, a piggyback agreement with the City of Glendale, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Purchase Agreement - Voucher Ride - Taxi Subsidy](#)

Cooperative Purchase Agreement – Voucher Ride LLC –
Taxi Subsidy Program

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/36608>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Legend
Technical Services of Arizona Inc.

MEETING DATE:

9/21/2015

TO: Mayor and Council
FROM: Cindy Blackmore, Public Works Director
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Request for approval of a Cooperative Purchasing Agreement with Legend Technical Services for water and waste water laboratory analysis for an initial, one year, amount of \$185,000 and a total amount not to exceed \$925,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Specific laboratory analysis of water and waste water samples are required to meet the Safe Drinking Water and Clean Water acts as well as City permits. The City of Avondale has historically contracted these services with a professional laboratory licensed by the State. That contract has expired and we are in need of obtaining another contract.

DISCUSSION:

The City of Tempe entered in to a contract with Legend technical Services, Inc. for these laboratory services on August 27, 2015 after completing their Request for Professional Services process. This contract includes cooperative purchasing language and Legend Technical Services, Inc. has agreed to honor the contract and pricing for the City of Avondale. The term of the contract is year with four successive one-year renewal options as approved by the City Manager and subject to funding availability.

BUDGET IMPACT:

The funding for the contract is available in the Public Works Operation and Maintenance budget account numbers 501-9115-00-6120, 501-9122-00-6120, and 503-9230-6120.

RECOMMENDATION:

Staff recommends approval of a Cooperative Purchasing Agreement with Legend Technical Services for water and waste water laboratory analysis for an initial, one year, amount of \$185,000 and a total amount not to exceed \$925,000.

ATTACHMENTS:

Description

[CPA - Legend Technical Services of Arizona Inc.](#)

Cooperative Purchase Agreement – Legend Technical Services Arizona, Inc.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36630>



CITY COUNCIL AGENDA

SUBJECT:

Construction Contract Award - Atwater
Construction - Washington Street Sewer
Replacement

MEETING DATE:

9/21/2015

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

Staff is requesting that the City Council to award a Construction Contract to Atwater Construction for the Washington Street Sewer Replacement in the amount of \$214,773 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

City staff has been performing extra cleaning on the sewerline in Washington St for many years. This line has settled creating blockages that result in odor complaints. The odors are amplified during the cleaning process. The repair will require replacing the entire sewerline from the east end of the street to the main in Dysart Rd. The construction is more difficult due to the fact that the street drains to the east making the sewerline very shallow on the east end. See attached Vicinity Map.

DISCUSSION:

Invitation-for-Bid notices were published in the West Valley View on August 11, 2015 and August 19, 2015 and in the Arizona Business Gazette on August 13, 2015. A mandatory pre-bid meeting was held on August 19, 2015. Five (5) responsive bids were received and opened on September 3, 2015. Each bid package was reviewed. The bids ranged from approximately \$215,000 to \$284,000. Firms submitting bids and the amount of their bids are as follows:

Altwater Construction	\$214,773
Petra Contracting	\$221,057
Redpoint Construction	\$249,000
Carson Construction	\$249,695
Team Fischel	\$283,998

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. Altwater Construction with a bid of \$214,773 was determined to have submitted the lowest responsive bid. Staff contacted references provided and Altwater Construction did receive positive recommendations. Altwater Construction has completed similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff determined that Altwater

Construction is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval	9/21/15
Notice of Award	9/22/15
Notice to Proceed	10/2015
Completion	1/2016

BUDGET IMPACT:

Funds have been budgeted in Line Item 513-1047-00-8620, Citywide Sewer Improvements.

RECOMMENDATION:

Staff recommends that the City Council to award a Construction Contract to Atwater Construction for the Washington Street Sewer Replacement in the amount of \$214,773 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Vicinity Map](#)

[Atwater Construction - Washington Street Sewer Replacement IFB PW15-018](#)

[Bid Tab Washington Street Sewer Replacement IFB PW15-018](#)

WASHINGTON ST
VICINITY MAP



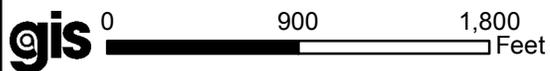
VAN BUREN ST

PROJECT LOCATION

DYSART RD

ELISEO C FELIX JR WAY

RILEY ST



Construction Contract Award – Atwater Construction
Washington Street Sewer Replacement

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36624>

Bid Tab - Washington Street Sewer Replacement

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36625>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3274-915 - Intergovernmental Agreement with Department of Child Safety

MEETING DATE:

9/21/2015

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

PURPOSE:

Staff is requesting that the City Council approve an Intergovernmental Agreement between the City of Avondale, City of Goodyear, City of Buckeye, the County of Maricopa and the State of Arizona acting by and through the Department of Child Safety to provide integrated services to children and families at the Southwest Family Advocacy Center (SWFAC).

BACKGROUND:

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

The Partnering Agencies and the Department of Economic Security (DES) entered into an IGA on October 31, 2007 which was amended and restated May 5, 2008 and July 2011.

On May 29, 2014, Governor Brewer signed into law a bill creating a new State Agency to oversee child services, the Department of Child Safety (DCS). This bill separated the Division of Children, Youth and Families' Child Protective Services unit from the Department of Economic Security. The new Agency was established July 1, 2014, and is in the process of transitioning staff and finalizing the separation from DES.

DISCUSSION:

The Department of Child Safety (DCS) has a co-located investigative unit at the SWFAC which includes a DCS Supervisor, seven DCS Case Specialists, one DCS Case Aid and one Secretary. DCS provides on-site agency collaboration through the use of the multi-disciplinary team approach to prevention, investigation, assessment, protection, referral for prosecution and treatment of child abuse cases.

The Partnering Agencies and DCS desire to enter into a new IGA to establish an agreement with the newly established Department of Child Safety. The SWFAC and DCS wish to enter into this IGA to utilize DCS's expertise and resources to provide collaborative investigative services to SWFAC clients who are victims of child abuse or neglect or who are otherwise at-risk.

BUDGET IMPACT:

Funding for DCS staff is provided through the Department of Child Safety. Financial obligations by the Partnering agencies include shared access to telephone system and work space at SWFAC for DCS workers.

RECOMMENDATION:

Staff recommends that the City Council approve an Intergovernmental Agreement with the Department of Child Safety to provide integrated and expedited multi-level services in order to facilitate and assist the SWFAC in providing collaborative investigations and promoting the safety, well-being and self-sufficiency of children and their families. This agreement is effective for three years and will automatically renew for three years unless terminated by any Party.

ATTACHMENTS:**Description**

[Resolution 3274-915 - Intergovernmental Agreement with Department of Child Safety](#)

RESOLUTION NO. 3274-915

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA AND THE STATE OF ARIZONA RELATING TO THE DEPARTMENT OF CHILD SAFETY'S USE OF THE SOUTHWEST FAMILY ADVOCACY CENTER.

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

SECTION 1. The Intergovernmental Agreement among the City of Avondale, the City of Buckeye, the City of Goodyear, Maricopa County, Arizona and the State of Arizona, Department of Child Safety ("DCS") relating to DCS's use of the Southwest Family Advocacy Center to provide integrated services to children and families (the "Agreement") 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 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, September 21, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3274-915

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
AMONG
CITY OF AVONDALE, CITY OF BUCKEYE,
CITY OF GOODYEAR, MARICOPA COUNTY
AND
ARIZONA DEPARTMENT OF CHILD SAFETY
TO
PROVIDE INTEGRATED SERVICES TO CHILDREN AND FAMILIES**

This Intergovernmental Agreement (this “Agreement”) is entered into as of the Effective Date, 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 Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff’s Office (“Maricopa”) and the State of Arizona, Department of Child Safety (“DCS”) to provide integrated services to children and families at the Southwest Family Advocacy Center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona 85395 (the “Center”). Avondale, Buckeye, Goodyear and Maricopa are collectively referred to herein as the “Partnering Agencies.”

RECITALS

WHEREAS, DCS is mandated pursuant to A.R.S. § 8-451 to protect children by investigating reports of abuse and neglect, promoting the safety of a child in a permanent home and coordinating services to strengthen the family and prevent, intervene in and treat abuse and neglect of children; and

WHEREAS, the Partnering Agencies operate the Center to provide a multi-disciplinary team approach to issues affecting domestic violence victims in the southwest valley; and

WHEREAS, the Partnering Agencies desire to participate in the shared use of the Center with DCS for the provision of services for victims of child physical and sexual abuse; and

WHEREAS, the Partnering Agencies and DCS desire to enter into this Agreement to set forth the responsibilities and obligations of the parties with respect to DCS’s use of the Center; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and DCS is duly authorized to execute and administer contracts pursuant A.R.S. § 8-453.

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. **DCS USE OF CENTER**

A. DCS Space

1. Generally. The Partnering Agencies agree to provide space at the Center to DCS in exchange for the delivery of expedited multi-level service in order to facilitate and assist DCS in the mission of successfully engaging children and families to ensure safety, strengthen families and achieve permanency.
2. Standards. The Center will provide a quality standard working environment, which will provide protection of the general health and welfare of DCS employees and will comply with the Uniform Building Code, Americans with Disabilities Act, National Fire Protection Agency Code and any other codes or ordinances enforced by the local jurisdiction.
3. Amount of Space. The Center will provide DCS one office space and eight modular workstations, completely furnished and with a telephone, but without a computer or printer. DCS shall provide its own computers and equipment as set forth in Section B.6 below.
4. Budget. The Partnering Agencies and DCS will meet annually to discuss the continuance of this Agreement and future contributions by DCS to the operating budget of the Center.

B. Operations

1. Center Operations. All parties to this Agreement agree to comply with the provisions of the Center's Policy & Procedures Manual and the Maricopa County Protocol for the Investigation of Child Abuse.
2. DCS Participation. A DCS supervisor, investigative unit and administrative assistant will be co-located at the Center. DCS caseworkers with investigative responsibilities shall be present for forensic interviews of cases they are investigating in collaboration with law enforcement. A DCS supervisor and caseworker will participate in the Multidisciplinary Team (MDT) case review at the Center through discussion and sharing of information regarding the investigation, case status and services needed by the child and the family.
3. DCS Statistics. DCS will provide to the Center director statistical information necessary for the National Children's Alliance and the Arizona Child and Family Advocacy Network statistical submissions semi-annually. DCS will participate in the Center's Family Advocacy Center Tracking System (FACTS) by reviewing

their cases collaboratively worked with Center law enforcement and by updating the case status for each case worked in collaboration with law enforcement.

4. Coordination. The DCS supervisor will participate in supervisor meetings with the Center director and other Center supervisors monthly. DCS shall communicate timely with the Center director regarding staff changes and other information that affects DCS's use of the Center.
5. Case Assignment. DCS shall assign all criminal conduct child abuse cases that are being investigated by law enforcement and that are brought to the Center to DCS caseworkers co-located at the Center so they may be investigated collaboratively and staffed through the MDT.
6. Computer and Office Equipment. DCS shall provide and use its own office equipment and computer systems. Upon termination of this Agreement, DCS shall remove its equipment and computer systems from the Center. The Partnering Agencies agree to provide access to the internet for use by DCS, subject to the requirements of the Avondale Information Technology Department.
7. Telephone. The Partnering Agencies agree to provide telephone service to DCS at the Center. The Partnering Agencies and DCS agree to share access to the Center telephone system, but the Center will not provide DCS with access to long distance telephone service.
8. Maintenance. DCS shall be responsible for maintaining its own equipment and computer systems. All parties to this Agreement shall clean up any waste or spills caused by such party. All damages caused by DCS employees to the Center property and or furnishings owned by the Partnering Agencies shall be replaced by DCS or the cost of such reimbursed to the Partnering Agencies by DCS.

2. TERM, RENEWAL AND TERMINATION

- A. Term. This Agreement shall be effective upon the date of the last signature below (the "Effective Date") and shall remain in full force and effect until June 30, 2018. This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties in writing signed by persons duly authorized to enter into contracts on behalf of the parties.
- B. Termination. The Partnering Agencies and DCS may terminate this Agreement with or without cause upon 30 days written notice to the other parties. In the event any Partnering Agency terminates its participation in the Center Intergovernmental Agreement, then that Partnering Agency also terminates its participation in this Agreement. In the event DCS terminates this Agreement, DCS shall vacate the Center premises within 30 days of the Partnering Agencies receipt of said written notice to terminate.

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

3. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury or personal injury (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the Partnering Agencies shall cause their contractor(s) and subcontractors, if any, to defend, indemnify and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 or willful acts or omissions of the Partnering Agencies' contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or

willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

4. **INSURANCE**

The State of Arizona is self-insured per A.R.S. § 41-621. The Partnering Agencies will provide for their respective financial responsibilities related to liability arising out of this Agreement by the purchase of insurance or through the provisions of a self-funded insurance program.

5. **AUDIT OF RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of this Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, any party shall produce the original of any or all such records.

6. **CONFLICT OF INTEREST**

The requirements of A.R.S. § 38-511 apply to this Agreement. Any party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.

7. **NON-DISCRIMINATION**

All parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

8. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT**

To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A party’s or its subcontractors’ breach of the above-mentioned warranty shall be deemed a

material breach of the Agreement and may result in the termination of the Agreement by a non-breaching party under the terms of this Agreement.

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the other party may be subject to penalties up to and including termination of this Agreement.

9. **APPLICABLE LAW**

This Agreement shall be construed in accordance the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. **LEGAL OBLIGATIONS**

This Agreement does not relieve either party of any obligation or responsibility imposed upon it by law.

11. **ARBITRATION**

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

12. **WAIVER AND MODIFICATION**

None of the provisions of this Agreement may be waived, changed, altered or amended except in writing signed by persons duly authorized to enter into contracts on behalf of the parties.

13. **ASSIGNMENT**

No right or interest in this Agreement shall be assigned or delegated by a party to this Agreement without prior, written permission of the other parties to this Agreement, signed by person duly authorized to enter into contracts on behalf of the parties.

14. **NOTICES**

All notices, claims, request, and demands under this Agreement shall be in writing and served in person by U.S. Mail, registered or certified, return receipt, postage prepaid, to the address set forth below or at such other address as shall be indicated in writing by such party. Service by certified mail will be deemed to occur three business days after being placed in the U.S. Mail, properly addressed with sufficient postage. In person notice shall be deemed received when delivered to such party.

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

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

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

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

If to DCS: Department of Child Safety
3003 North Central Avenue, Site Code C010-21A
Phoenix, Arizona 85007
Attn: Alex Ong, Deputy Assistant Director

15. **WORKER'S COMPENSATION**

An employee of either party shall be deemed to be an "employee" of all public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of such public agencies for the purposes of worker's compensation."

16. **COUNTERPARTS**

This Agreement 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 parties hereto have executed this Agreement as of the Effective Date.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

David W. Fitzhugh, City Manager

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]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Stephen S. Cleveland, City Manager

Date: _____

ATTEST:

Lucinda J. 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]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Brian Dalke, City Manager

Date: _____

ATTEST:

Maureen Scott, 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]

“County”

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

“DCS”

STATE OF ARIZONA, DEPARTMENT OF CHILD SAFETY

Michael Dellner, Deputy Director of Business Operations

Date: _____

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.

Assistant Attorney General



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3275-915 - Intergovernmental Agreement with Maricopa County for the Exchange of Services (Entente)

MEETING DATE:

9/21/2015

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

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and Maricopa County for the purpose of the exchange of services for roadway maintenance (Entente Program), and authorize the Mayor and City Clerk to execute the necessary documents.

BACKGROUND:

In 2003, the City of Avondale and Maricopa County entered into a 5-year Entente Agreement which expired in August 2008. In 2010, the City and County entered into another 5-year Entente Agreement which expired in April 2015. The purpose of the Agreement is to provide the traveling public with a more seamless transportation system by developing and implementing a cooperative roadway maintenance program involving the exchange of services. The Entente Program looks beyond jurisdictional or geographical boundaries and focuses on the maintenance task required and the efficient use of available resources. The program will benefit areas where the City and County share jurisdictional boundaries such as Indian School Road, 107th Avenue, El Mirage Road, and Avondale Boulevard. The program anticipates temporary arrangements between the City and county for the provision of goods and services to complete routine or emergency roadway maintenance tasks.

DISCUSSION:

The proposed IGA establishes a procedure that will authorize the County Transportation Director and the City Manager to enter into Letters of Agreement (LOAs) to exchange goods or services for routine or emergency highway maintenance services. The Agreement addresses both the exchange of services and financial reimbursement if there is no opportunity for an exchange. The total financial reimbursement is limited to \$250,000 per year.

Examples of projects that could be completed under the Entente Program include, but are not limited to: signage, striping, and pavement repair. A complete list is included in Exhibit A of the IGA which is attached to this report.

BUDGET IMPACT:

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect for five (5) years. In the event that the City would enter into a LOA with the County for roadway maintenance, funding would be available in the

respective CIP Street Fund Line Item or Engineering Operating Budget. CIP Street Fund line items associated with this Agreement include, but are not limited to: 304-1007-00-8420 - Street Drainage Issues, 304-1009-00-8420 - City Wide Street Overlay, 304-1012-00-8420 - Bridge Repairs, 304-1020-00-8420 - Preventative Street Maintenance, and/or 304-1220-00-8420 – Pedestrian Ramp/Sidewalks Program. The total aggregate reimbursement amount for all LOAs entered into pursuant to this Agreement shall not exceed \$250,000 per fiscal year.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and Maricopa County for the purpose of the exchange of services for roadway maintenance (Entente Program), and authorize the Mayor and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3275-915 - Intergovernmental Agreement - Maricopa County Entente Program](#)

RESOLUTION NO. 3275-915

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, ARIZONA RELATING TO THE IMPLEMENTATION OF A COOPERATIVE ROADWAY MAINTENANCE PROGRAM.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County, Arizona relating to the implementation of a cooperative roadway maintenance program (the “Agreement”) is hereby approved substantially in 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 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, September 21, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3275-915

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF AVONDALE
FOR THE EXCHANGE OF SERVICES (ENTENTE)

(C-64-16- _____ -M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State (**County**), and the City of Avondale, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. § 11-251 and A.R.S. §§ 28-6701 et seq. authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§ 11-952 et seq. authorize public agencies to enter into intergovernmental agreements for the provision of services or for joint or cooperative action.
3. A.R.S. § 9-240(3) and A.R.S. § 9-276(22) authorize the City to layout and establish, regulate and improve streets within the City, and to enter into this Agreement.

DURATION

4. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect for five (5) years ("Term"). Any Party may terminate this Agreement for any reason upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

BACKGROUND

5. The Parties desire to develop and implement a cooperative roadway improvement program whereby routine or emergency roadway maintenance will be implemented more efficiently (the "Entente Program"). The Entente Program is designed to focus on the maintenance task needed and the availability of resources. The Entente Program is a method of providing goods and services to each Party by entering into temporary Letters of Agreement (the "LOA" or "LOAs"). The Parties desire to authorize the County Transportation Director (or designee) and the City Manager (or designee) to enter into separate LOAs for each routine or emergency roadway maintenance project.

PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to establish procedures to authorize the County Transportation Director (or designee) and the City Manager (or designee) to enter into LOAs to exchange goods or services between each Party in order to perform routine or emergency roadway maintenance services.

TERMS OF THE LOA

7. Each LOA will describe the routine or emergency roadway maintenance project and the goods or services that are being exchanged between the Parties. If applicable, the LOA will also state the amount of reimbursement owed to the other Party if the value of goods or services exchanged is not of equal value; provided, however, the total aggregate reimbursement that is in excess of the value of the goods or services received for all LOAs entered into pursuant to this Agreement shall not exceed \$250,000 per fiscal year.
8. After the Parties enter into an LOA, if there are unexpected or unforeseen costs that cause the value of the goods or services exchanged to become unequal or add to the amount of reimbursement for that LOA, the Parties shall amend the LOA, in writing; provided, however, that the additional reimbursement shall not cause the total aggregate reimbursement for all LOAs to exceed \$250,000 per fiscal year.
9. All routine or emergency roadway maintenance projects shall be performed in accordance with the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the County and City, as applicable.

10. All routine or emergency roadway maintenance projects shall be performed with existing resources. Nothing in this Agreement shall be construed as committing the Parties to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement or an LOA.
11. Nothing in any LOA shall be interpreted to enlarge or expand the County's or the City's authority.

TERMS OF THE AGREEMENT

12. **Responsibilities of the County:**

- 12.1 The County Transportation Director or designee may select routine or emergency roadway maintenance projects suitable for an LOA and enter into LOAs with the City for the exchange of goods or services for roadway maintenance projects. If the value of County provided goods or services exchanged with the City is less than the value of goods and services provided by the City, the County shall remit to the City the difference in value, provided that the total aggregate reimbursement to the City for all LOAs will not exceed \$250,000 per fiscal year.
- 12.2 The County shall remit to the City any sums due to the City for its contribution of goods and services the value of which exceed the value of goods and services provided by the County, less any payments previously remitted, within 30 days of receipt of an itemized statement from the City.
- 12.3 The County shall complete each routine or emergency roadway maintenance project, such as those generally outlined in Exhibit A, which is attached to this Agreement and incorporated into this Agreement by reference, in accordance with the County's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the County.
- 12.4 Prior to the end of every fiscal year of the County during the Term, the County shall provide the City a statement of services performed by the County pursuant to an executed LOA ("County Statement"). The County Statement shall also include an itemization of any and all costs owed to the County by the City and an invoice for such costs. The County's fiscal year ends June 30th.
- 12.5 The County shall permit the City to inspect the routine or emergency roadway maintenance projects undertaken by the County on behalf of

the City and pursuant to an LOA. If the City reasonably believes the project is not being conducted by the County in conformance with the LOA, or the City reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the County shall correct or re-perform it, as necessary, to the reasonable satisfaction of the City.

13. Responsibilities of the City:

- 13.1 The City Manager or designee may select routine or emergency roadway maintenance projects suitable for an LOA, and to enter into LOAs with the County for the exchange of goods and services for roadway maintenance projects. If the value of City provided goods or services exchanged with the County is less than the value of goods and services provided by the County, the City shall remit to the County the difference in value, provided that the total aggregate reimbursement to the County for all LOAs will not exceed \$250,000 per fiscal year.
- 13.2 The City shall remit to the County any sums due to the County for its contribution of goods and services, the value of which exceed the value of goods and services provided by the City, less any payments previously remitted, within 30 days of receipt of an itemized statement from the County.
- 13.3 The City shall complete each routine or emergency roadway maintenance project, such as those generally outlined in Exhibit A, in accordance with the City's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the City.
- 13.4 Prior to the end of every fiscal year of the County during the Term, the City shall provide the County a statement of services performed by the City pursuant to an executed LOA ("City Statement"). The City Statement shall also include cumulative amounts of any and all costs owed to the City by the County and an invoice for such costs. The City's fiscal year ends June 30th.
- 13.5 The City shall permit the County to inspect the routine or emergency roadway maintenance projects undertaken by the City on behalf of the County and pursuant to an LOA. If the County reasonably believes the project is not being conducted by the City in conformance with the LOA, or the County reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the

City shall correct or re-perform it, as necessary, to the reasonable satisfaction of the County.

14. Each Party will maintain a record of the goods and services exchanged over the life of the Agreement. For the purposes of calculating the \$250,000 fiscal year limit, the total aggregate reimbursement made by one Party to the other Party will not be offset by the value of the goods or services received.

MANNER OF FINANCING

15. The County and the City shall budget, finance and bear the expense of each LOA separately. The County Transportation Director and the City designee shall ensure that sufficient financing is available prior to entering into an LOA.

GENERAL TERMS AND CONDITIONS

16. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
17. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.
18. This Agreement shall be subject to the provisions of A.R.S. § 38-511.
19. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

- 19.1 Any contractor or subcontractor who is contracted by a Party to perform work on a project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
 - 19.2 Any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 19.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on a project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 19.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
20. Each Party to this Agreement warrants that it is not suspended or disbarred by any federal agency which has provided funding that will be used in a project described in this Agreement and each Party warrants that, as to any contractor or vendor under contract with such Party, it will use reasonable efforts to ensure that such contractor or vendor under contract with such Party to provide goods or services towards the accomplishment of the objectives of this Agreement is not suspended or debarred by any federal agency which has provided funding that will be used in a project described in this Agreement.
21. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in

equity.

22. All notices required under this agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch Manager
2901 West Durango Street
Phoenix, Arizona 85009

City:

City of Avondale
Attn: City Manager
11465 West Civic Center Drive Suite 220
Avondale, Arizona 85323

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

23. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
24. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
25. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
26. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.

27. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
28. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
29. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
30. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
31. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
32. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
33. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.

34. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
35. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
36. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
37. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
38. This Agreement shall be governed by the laws of the State of Arizona.
39. Unless otherwise lawfully terminated or extended by the Parties, this Agreement expires upon expiration of the Term.
40. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."
41. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

End of Agreement - Signature Page Follows

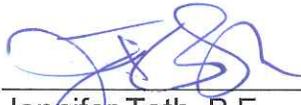
IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

CITY OF AVONDALE

Recommended by:

Recommended by:



Jennifer Toth, P.E.
Transportation Director

08/14/2015
Date

Dave Fitzhugh
City Manager

Date

Approved and Accepted by:

Approved and Accepted by:

Steve Chucri, Chairman
Board of Supervisors

Date

Kenneth Weise
Mayor

Date

Attest by:

Attest by:

Clerk of the Board

Date

Carmen Martinez, City Clerk

Date

APPROVAL OF DEPUTY COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

Deputy County Attorney

Date

Andrew J. McGuire
City Attorney

Date

EXHIBIT A

Road-related Tasks:

- a. Grading
- b. Sweeping
- c. Surface Treatment/Seal Coats
- d. Signage
- e. Striping
- f. Debris Removal
- g. Material Hauling
- h. Fence Repair
- i. Storm Drain/Culvert Repair
- j. Barricading
- k. Pothole Repair
- l. Signal Maintenance
- m. Equipment Exchange
- n. Concrete Repair
- o. Bridge Repairs
- p. Storm Repairs



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing Conditional Use Permit Copper
State Rubber (Application PL-15-0196)

MEETING DATE:

9/21/2015

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, City Manager (623) 333-1014

REQUEST:

Approval of a Conditional Use Permit to allow screened outdoor storage ancillary to a proposed new light manufacturing facility

PARCEL SIZE:

13.66 net acres (Proposed new parcel)

LOCATION:

Southeast corner of Roosevelt Street and 105th Avenue (Exhibits A, B, and C)

APPLICANT:

Ms. Nicole Darling, Ware Malcomb (480) 767-1001

OWNER:

SW Arizona Land LP, Ms. Erika Mitchell (480) 305-7223

BACKGROUND:

Copper State Rubber, a manufacturer of industrial grade hoses used primarily in oil production, is seeking to locate on the westernmost 13.66 acres located at the southeast corner of Roosevelt Street and 105th Avenue. The property was annexed into the City of Avondale on March 17, 1986.

The proposed 13.66 acre development site is part of a larger 35 acre parcel which was created by the Three Rivers Final Plat, approved by the City Council on January 16, 2007. In addition to creating the 35 acre parcel, the Plat dedicated right-of-way for 105th Avenue, Roosevelt Street, Pierce Street, and 103rd Avenue.

The subject parcel is designated by the General Plan 2030 Land Use Map as "Business Park" (Exhibit A). Development of the site will also be subject to the Freeway Corridor Specific Plan (FCSP) and Design Manual for Commercial and Industrial Development, which together will address architecture, site design, and other aesthetic components to site development.

The site was rezoned from Agricultural (AG) to Commerce Park (CP) on February 17, 2015. The proposed Copper State Rubber facility, a light manufacturing use, is allowed by right in the CP zoning district. Outdoor storage ancillary to a light manufacturing use requires approval of a Conditional Use Permit in the CP District.

The zoning and uses of the surrounding properties (Exhibits B and C) are as follows:

- **NORTH:** The Avondale Auto Mall, a collection of new vehicle dealerships, zoned Planned Area Development (PAD).
- **EAST:** The remaining 21.34 acres of the subject parcel, also zoned Commerce Park (CP).
- **SOUTH:** Currently undeveloped, the property directly south of the subject parcel is owned by Maricopa County and reserved for future development of the “Southwest Justice Complex”, a campus that will include a series of law enforcement related uses, including a future Superior Court. The County has recently submitted construction plans for this development and development is anticipated within the next year.
- **WEST:** Undeveloped land. The property directly west of the subject site is zoned PAD (Griffith Commerce Park) which allows for a series of light industrial uses, with some commercial uses allowed directly adjacent to Roosevelt Street.

In addition to approval of this Conditional Use Permit request, approval of a Site Plan in conformance with all required development and design standards is required. In addition, a Re-Plat/Minor Land Division to create a new lot line between the subject site and the remainder of the 35 acres is required. Both the site plan and replat/minor land division are required before construction plans can be submitted and permits can be issued.

SUMMARY OF REQUEST:

Copper State Rubber, a company specializing in the manufacture of industrial grade hoses for the petroleum industry, is seeking to relocate and expand their operations from their current location on 51st Avenue in the City of Phoenix. Copper State has identified 13.66 net acres at the southeast corner of Roosevelt Street and 105th Avenue as an ideal site for this expansion/relocation. The proposed development plan (Exhibit E) includes an approximately 207,000 square foot building, which is comprised of a small office component and a larger manufacturing area. A service yard, where materials used in the manufacturing process will be staged prior to assembly and where completed orders will be held prior to shipment, is proposed at grade to the south and west of the proposed building in a service yard screened by 8’ decorative walls and enhanced landscaping. Examples of materials proposed to be stored outside include fittings, wire, fabrics, and elastomers; all items will be stored in containers and not in pile form.

The proposed manufacturing use is allowed by right in the CP district and is not subject to approval/disapproval as part of this Conditional Use Permit request. However, the Zoning Ordinance requires approval of a Conditional Use Permit for the proposed outdoor storage/staging component to maintain the aesthetics of the surrounding area. In accordance with this Zoning Ordinance requirement, the applicant has submitted a request (Exhibit F) for a Conditional Use Permit to allow outdoor storage and staging ancillary to the primary use of the property, light manufacturing. With the request, storage will be allowed within the enclosed storage yard only.

The Conditional Use Permit process allows staff, the Planning Commission, and City Council to evaluate proposed screening methods and ensure the use will operate in a manner where stored material will not be visible from adjacent streets and properties. To achieve this objective in an aesthetically pleasing manner, the applicant has proposed a decorative screen wall (Exhibit G), eight feet in height, enclosing the entirety of the service yard. The wall design incorporates off-white colored smooth face block as its primary material, using charcoal gray colored split face block for accent banding. Where the wall ties into the office portion of the development, adjacent to Roosevelt Street, the charcoal accent banding is replaced by steel accents, complementing the louvers and canopies provided on the building itself. Additionally, to break up long expanses and

to provide shadow and relief, the wall features regular breaks in plane, with eight inch step backs provided on a repeating basis every ten feet. A stipulation is recommended to ensure vehicular gates providing access to the service yard are opaque and complementary of the proposed wall and building designs; gates will be reviewed and approved as part of the Site Plan/Design Review application.

Screening of the outdoor yard will be further enhanced by the provision of landscaping (Exhibit H) within the public right-of-way adjacent to Pierce Street and 105th Avenue as well as within 25 foot deep landscape setbacks on the subject property. The screen wall noted above will be located at the back of the 25 foot setbacks, allowing for double rows of Palo Verde, Mesquite, Texas Ebony, Sweet Acacia, and Desert Willow trees, along with a multitude of shrub types, to achieve the dual function of providing additional screening of the service yard while also reducing the scale of the wall to pedestrians and automobiles on adjacent streets. No retention is proposed adjacent to the service yard, allowing all trees to be planted at grade for maximum screening effect. Additionally, 3' earth berms, upon which plant material will be installed, are provided at strategic locations (e.g. adjacent to dock doors) where even greater screening is desired.

A stipulation is recommended limiting the height of stored materials to no more than eight feet, the height of the screen wall, to ensure no materials are visible from outside of the service area. The applicant is in agreement with this stipulation.

PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed Conditional Use Permit at 6:00 P.M. on Wednesday, September 2, 2015 in the Sonoran Room at Avondale City Hall. The meeting was advertised in the August 18, 2015 edition of the West Valley View. A notification sign, containing dates, times, and locations for the neighborhood meeting, Planning Commission hearing, and City Council hearing was erected on the subject property on August 18, 2015. Additionally, 14 property owners within 500 feet of the subject property were notified of the meeting by letters sent by the applicant on August 18, 2015. With the exception of staff and the applicant's team, no persons attended the neighborhood meeting.

Letters notifying nearby property owners of the September 17, 2015 Planning Commission meeting were mailed on September 1, 2015. A notice of the Planning Commission hearing was published in the West Valley View on September 1, 2015. Due to the Planning Commission hearing being scheduled just four days prior to this City Council meeting, results of that meeting are not available for publication in this report.

Letters notifying nearby property owners of the September 21, 2015 City Council meeting were mailed on September 1, 2015. A notice of the City Council hearing was published in the West Valley View on September 1, 2015. No public comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission was scheduled to conduct a public hearing on this item on Thursday, September 17, 2015. Due to the condensed time frame between the scheduled Planning Commission hearing and this City Council hearing, the results of the Planning Commission meeting are not available for publication in this report. A summary of the Planning Commission meeting, including the Commission's recommendation, will be provided to the Council during staff's presentation on Monday evening.

ANALYSIS:

In order to grant a Conditional Use Permit, five findings must be met as outlined in Zoning Ordinance Section 109.B. The burden of proof is upon the applicant. Each finding is presented below along with staff's analysis.

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

The subject parcel is designated by the General Plan 2030 Land Use Map as "Business Park". This land use designation is intended to allow for developments that provide abundant employment opportunities. The proposed light manufacturing land use, for which an outdoor storage component is necessary, will create quality employment opportunities, adding to the number of skilled labor jobs available to Avondale residents within the City's borders.

Furthermore, the Business Park land use designation is intended to accommodate development that provides attractive streetscapes with enhanced landscape setbacks, pedestrian connections and refuge areas, efficient circulation, and appropriate screening from I-10. Overall, the proposed development plan for the property provides landscape setbacks of at least 25' adjacent to all public streets, provides a dedicated pedestrian connection into the property from Roosevelt Street, provides a large outdoor, shaded refuge area for the benefit of employees, allows for the safe movement of pedestrians, automobiles, and trucks, and, due to the property not having I-10 frontage, will not impact aesthetics from the perspective of freeway travelers. Additionally, the proposed development plan meets all requirements of the Freeway Corridor Specific Plan, including the provision of parking lot landscaping in excess of standard Zoning Ordinance requirements.

Specifically in regards to the outdoor storage use, the proposed decorative screen wall and enhanced landscaping, including double rows of trees adjacent to public streets, will ensure that the development maintains a light industrial appearance much more reflective of a business park than of a heavier industrial use.

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

The proposed light manufacturing use and ancillary, screened outdoor storage is compatible with the light industrial character of the surrounding area. Immediately north of the proposed development is Roosevelt Street, primarily developed with large parking lots used for the storage of vehicle inventory for the auto dealers located within the Avondale Automall. The undeveloped land to the east and west of the project site is zoned Commerce Park, and will accommodate future development with a similar character to the proposed Copper State facility. The nearest residential lot, within Roosevelt Park, is located over 2,000 feet from the closest portion of the proposed use. There has been no objection to the proposed project from surrounding property owners who have been notified of this proposal.

Additionally, as noted in the previous finding, the proposed outdoor storage will be screened by landscaping, berming, and decorative screen walls, eliminating any views of stored materials from surrounding properties or the public right-of-way.

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

The proposed outdoor storage meets all applicable Zoning Ordinance and Freeway Corridor Specific Plan requirements, including the provision of 25 foot landscape setbacks adjacent to surrounding streets, provision of trees and shrubs on the perimeter of the site adjacent to storage areas in accordance with the City's Landscape Ordinance, and the provision of decorative screen walls to screen storage areas. Storage areas are located solely within the walled service yard and do not interfere with public circulation on site. Additionally, the required fire lane through the service

yard will be signed and striped to ensure materials are not stored in locations where they would interfere with the circulation of emergency response vehicles in the event they are called to the location.

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

With the initial phase of project development, the developer will complete the adjacent half streets for Roosevelt Street, 105th Avenue, and Pierce Street, expanding the capacity of the existing roadway network in the area. Primary access to the site will be provided off of Roosevelt Street, with deliveries directly into the service area from an entrance off of 105th Avenue.

The proposed use generates a relatively small amount of traffic when compared to other uses in the area, such as the Automall and Universal Technical Institute. Traffic to the site is generally limited to trips generated by the 58 employees of Copper State Rubber and 1 to 2 semi-truck supply deliveries weekly.

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

Staff is recommending four conditions of approval, as noted in the “Conditions of Approval” section of this report, below. Stipulation #1 is a standard stipulation requiring the outdoor storage be located and screened, with decorative wall and landscaping, in conformance with the materials submitted by the applicant and attached as exhibits to this report. Stipulation #2 is a standard stipulation noting that, in accordance with Zoning Ordinance protocol, the Conditional Use Permit will expire in two years from the date of approval if the use has not commenced operations. Stipulation #3 ensures that the proposed screening methods will completely screen any materials stored outdoors by limiting the height of materials stored within the service yard to no more than the height of the screen wall. Lastly, Stipulation #4 specifies that gates into the service/storage yard must be opaque and complementary to the design of the screen wall and proposed buildings on the site; the final design of the gates will be approved as part of the Site Plan/Design Review application.

FINDINGS:

1. The proposed land use meets the five required findings for a CUP as outlined in Section 108 of the Zoning Ordinance.
2. Approval of the CUP will result in a development compatible with the General Plan, the Freeway Corridor Specific Plan, and existing development in the area.
3. 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.

RECOMMENDATION:

The Planning Commission will make its official recommendation on September 17, 2015. The recommendation of the Commission will be provided to the City Council during staff's presentation on Monday evening.

Staff's recommendation to the Planning Commission is to recommend approval of the request subject to the following four conditions of approval:

1. The location and screening of the ancillary outdoor storage shall conform to the Conditional Use Permit Narrative, Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Screen Wall Elevations attached as staff report Exhibits E, F, G, and H.

2. The Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.
3. The height of materials stored within the screened service area shall not exceed the height of the screen wall.
4. All gates located at vehicular access points to the service yard shall be opaque and complementary to the design of the screen wall and proposed buildings on site. The final design for gates shall be reviewed and approved as part of the Site Plan/Design review application.

PROPOSED MOTION:

The following recommendation reflects staff's recommendation to the Planning Commission. In the event that the Planning Commission's recommendation differs from staff's recommendation, an alternate motion reflecting the Planning Commission's action will be provided to the Council during staff's presentation:

I move that the City Council accept the findings and **APPROVE** Application PL-15-0196, a request for a Conditional Use Permit to allow screened outdoor storage ancillary to the proposed Copper State Rubber facility, located at the southeast corner of Roosevelt Street and 105th Avenue, subject to four staff recommended conditions of approval.

ATTACHMENTS:

Description

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

[Exhibit B - Zoning Vicinity Map](#)

[Exhibit C - Aerial Photograph](#)

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

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

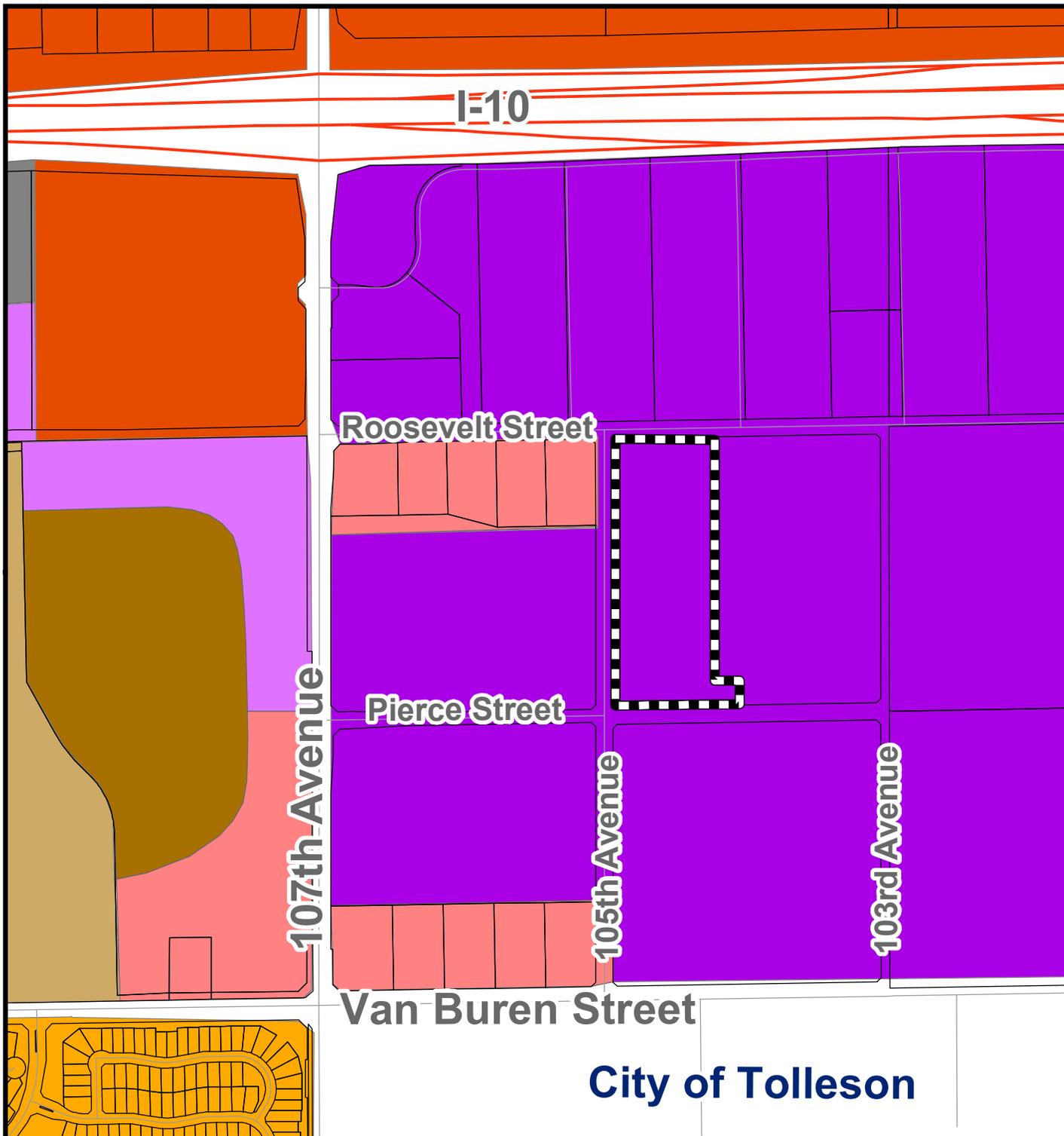
[Exhibit F - Applicants Conditional Use Permit Narrative](#)

[Exhibit G - Conceptual Screen Wall Elevations](#)

[Exhibit H - Conceptual Landscape Plan](#)

PROJECT MANAGER

Ken Galica, Senior Planner (623) 333-4019



General Plan Land Use Map

 Subject Property



 Freeway Commercial

 High Density Residential

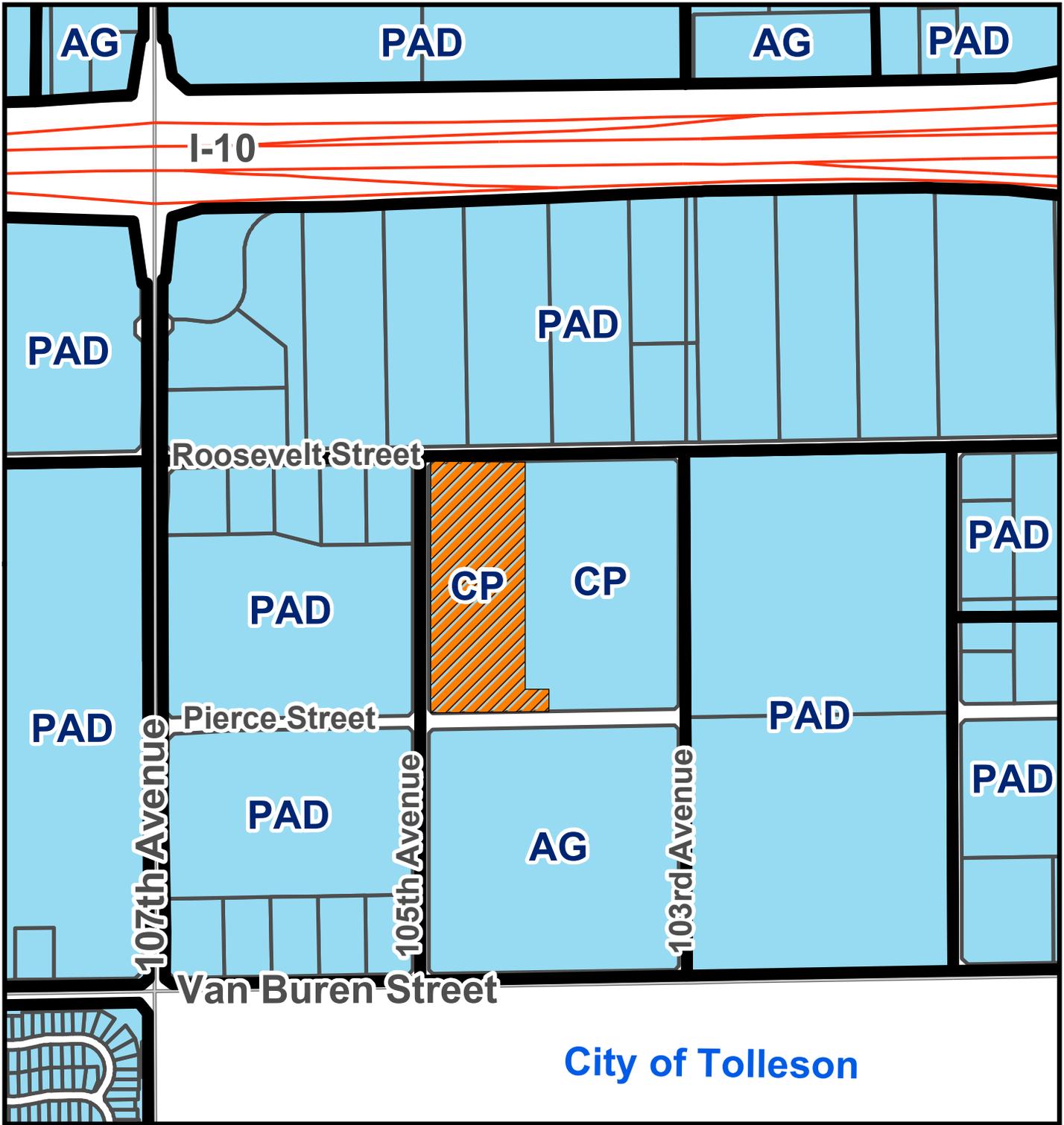
 Mixed Use

 Business Park

 Medium/High Density Residential

 Local Commercial

 Medium Density Residential



Zoning Vicinity Map



 Subject Property





Aerial Photograph



 Subject Property



*SUMMARY OF RELATED FACTS
APPLICATION PL-15-0196*

<i>THE PROPERTY</i>	
PARCEL SIZE	13.66 net acres
LOCATION	Southeast corner of Roosevelt Street and 105 th Avenue
PHYSICAL CHARACTERISTICS	The property is physically unremarkable. An irrigation canal used for agricultural purposes runs parallel to Roosevelt Street across the north portion of the property.
EXISTING LAND USE	Vacant/Undeveloped
EXISTING ZONING	CP (Commerce Park)
ZONING HISTORY	The property bounded by Roosevelt Street, Pierce Street, 105 th Avenue, and 103 rd Avenue, of which the proposed Copper State parcel is a part, was rezoned from AG (Agricultural) to CP (Commerce Park) on February 17, 2015.
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Avondale Auto Mall, a collection of new car dealerships, zoned PAD (Planned Area Development).
EAST	21.3 acres, currently a portion of the same parcel as the subject property, zoned CP (Commerce Park)
SOUTH	Vacant/Undeveloped, zoned AG, planned for a future Maricopa County justice complex (Superior Court and associated facilities).
WEST	Vacant, zoned PAD (Griffith Commerce Park), planned for light industrial uses.

<i>GENERAL PLAN</i>	
The property has a land use designation of “Business Park”. Additionally, the property falls within the boundaries of the Freeway Corridor Specific Plan, which allows for additional building height (up to 6 stories) and specifies additional design standards for development of the property.	

STREETS	
Roosevelt Street	
Classification	Collector
Existing half street ROW	35 feet (to monument line)
Standard half street ROW	40 feet (to center line)
Existing half street improvements	None
Standard half street improvements	1.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.
Pierce Street	
Classification	Collector
Existing half street ROW	40 feet
Standard full street ROW	40 feet
Existing half street improvements	None
Standard Full street improvements	1.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.
105th Avenue	
Classification	Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.

<i>Utilities</i>
<p>There is an existing 12” waterline in Roosevelt Street and an existing 8” waterline in 105th Avenue adjacent to the property.</p> <p>There is an existing 12” sewer line in Roosevelt Street adjacent to the property. There is an existing 8” sewer line in Pierce Street that terminates west of 105th Avenue.</p>

Exhibit E – Conceptual Site Development Plan

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36626>

Exhibit F – Applicants Conditional Use Permit Narrative

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36633>

Exhibit G – Conceptual Screen Wall Elevations

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36627>

Exhibit H – Conceptual Landscape Plan

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36628>



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Resolution 3273-915 Lakin
Ranch Major General Plan Amendment
Application PL-15-0104

MEETING DATE:

9/21/2015

TO:

Mayor and Council

FROM:

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

THROUGH:

David Fitzhugh, City Manager (623) 333-1014

REQUEST:

A Major General Plan Amendment to adjust the Land Use Map by reducing the amount of Estate Low Density Residential, High Density Residential, Commercial, and Open Space; increasing the amount of Medium Density Residential; and adding a Medium/High Density Residential category; and to modify the Circulation and Street Classification Map.

PARCEL SIZE:

Approximately 1,179 acres

LOCATION:

The project area is located between Dysart Road to the west to Avondale Boulevard to the east, $\frac{3}{4}$ mile south of Lower Buckeye Road (Illini Street), and $\frac{1}{4}$ mile north of Southern Avenue (Sunland Avenue).

APPLICANT:

Mr. Wayne Dames, Sunbelt Holdings

OWNER:

Mr. Robert Giocomo, Lakin Cattle Company

BACKGROUND:

The subject site is currently located within the City's Municipal Planning Area boundary; however, it resides under the jurisdiction of Maricopa County and carries a zoning designation of Rural-43 (Rural – one acre per dwelling unit). The site is currently being used for agricultural purposes. The applicant has been working with the City staff on multiple components related to development of the site including the General Plan Amendment, drafting of their zoning entitlement utilizing the Planned Area Development (PAD) option, and preparing a Pre-Annexation Development Agreement (PADA). The PADA will clarify timing and responsibilities related to infrastructure improvements, maintenance, phasing, etc. Annexation of the entire site will also need to occur prior to zoning entitlement.

The existing uses of the surrounding properties (Exhibit A.1) are as follows:

- **NORTH:** Several existing and proposed single-family developments in various stages of

development (Las Ligas, Cantada Ranch, and Fleming Farms). There is an 80 acre SRP switchyard, and several areas that are currently being utilized for agriculture.

- **EAST:** Avondale Boulevard, then a mix of agriculture and single-family residential on larger rural lots. Hillcrest, a fully entitled undeveloped single-family residential development is approximately one-quarter of a mile east of Avondale Boulevard.
- **SOUTH:** Sunland Avenue alignment, then a combination of single-family residential on larger rural lots and agriculture. One-quarter mile south is Southern Avenue, which will be the future alignment of ADOT's SR30 freeway (subject to final approval by ADOT).
- **WEST:** Dysart Road, then the City's wastewater treatment plant, agricultural uses, and a sand and gravel operation.

The General Plan 2030 Land Use Map (Exhibit A & C) designates five land uses over the nearly 1,179 acre subject property, as follows:

- **Estate/Low Density Residential:** Approximately 793.6 acres of the overall site is designated for Estate/Low Density Residential development. This Land Use Designation requires residential development with a range of 0 to 2.5 dwelling units per acre, with a target density of 1 dwelling unit per acre. The General Plan states that these residences are, "typically large, detached estate or executive-type homes of one or two stories with significant privacy and open space that reside among open areas, near the panoramic views of the Estrella Mountains and Gila River, and seek an equestrian lifestyle."
- **Medium Density Residential:** Approximately 228.5 acres of the property are designated for Medium Density Residential development. This Land Use Designation requires residential construction with a range of 2.5 to 4.0 dwelling units per acre, with a target density of 2.5 dwelling units per acre. The General Plan states that this category is intended to provide for "a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities."
- **Local Commercial:** Approximately 102.3 acres of the property are designated for Local Commercial development. This category is intended to provide for the daily needs of goods and services to residents residing within the surrounding area.
- **High Density Residential:** Approximately 44.9 acres of the property are designated for High Density Residential development. This land use designation requires residential construction with a range of 12 to 30 dwelling units per acre, with a target density of 12 dwelling units per acre. Patio homes, apartments, condominiums, or townhomes are suitable for this category.
- **Open Space:** Approximately 10 acres of the property are designated as Open Space. This category is intended for publicly owned property used for parks, rivers, mountains, and other natural or improved recreational areas. When the Open Space designation is applied to private property, as in this case, residential development of up to one dwelling unit per acre is allowed.

The site includes several significant encumbrances that make development of the area problematic for any potential end-user (Exhibit G). Most significant of these are major overhead power line easements (230 KV and 500 KV, both over 300' wide in many areas), floodplains, a future drainage channel (Durango Regional Conveyance Channel), and an approximately 110" wide underground reclaimed water line running the length of the development from east to west that feeds the Palo Verde Nuclear Generating Station from the City of Phoenix's 91st Avenue Wastewater Treatment Facility. No development may occur over the reclaimed water line. In addition, the site is located

adjacent to the City's wastewater treatment facility to the west and abutting a SRP switchyard along the northern boundary.

Within the past ten years, several preliminary requests to annex and rezone the property have been submitted to the City for review. All of these previous requests were withdrawn prior to obtaining City Council approval.

SUMMARY OF REQUEST:

Sunbelt Holdings is requesting a Major General Plan Amendment to the land use and circulation maps to facilitate the development of the Lakin Ranch master planned community. This request is the first step in the development process. As indicated in the section above, a PAD and PADA are currently in the process of review with staff and the applicant. Due to the time constraint that Major General Plan Amendment requests must be heard at a specific time within the calendar year it was filed, the GPA request has been separated from the others to allow for additional review of the remaining documents.

Sunbelt's submitted narrative report (Exhibit B) defines the Lakin Ranch Development as follows:

The Lakin Ranch Development is proposing a mixed-use community respecting and incorporating the agrarian nature of the site to create a mix of Commercial, Residential, and Public Facilities such as Schools and other Municipal Uses in response to the existing and future conditions of the region around the development. The overall concept of the development takes all of the constraints that encumber the site such as the SRP easements, regional drainage corridors, local drainage corridors, and other various easements and turns them into amenities that become the focus of the neighborhoods and the community. These features are utilized as parks and trail corridors that connect the entire community together and link all of the recreational amenities to all of the residents as well as connecting to all of Avondale and the Tres Rios Greenway. In addition to the trails and parks, the community will also feature urban agriculture that will continue the legacy of the agricultural history of the property and the region of the Valley.

The narrative continues to describe the project having residential neighborhoods that will accommodate various single-family lots sizes, with lots ranging from 50' wide to 90' wide and in area from 5,000 sq.ft. to 12,000 sq.ft. In addition, there will be a cluster-type residential product. The developer is also exploring an Active Adult community option that could be included in the northwestern portion of Lakin Ranch. As currently proposed in the PAD, the overall project would be developed with a total unit count of 2,600 or will increase to 2,750 if the active adult option is implemented, which equates to a total density of 2.2 du/ac or 2.33 du/ac, respectively. The proposed lot sizes, area, setbacks, and other development standards are not a part of the GPA and are under review with the PAD submittal.

Open space and parks will be included throughout the development and will be linked by an extensive trail system. The power corridor will be programmed with amenities, including, but not limited to, urban agriculture, seating and picnic areas, useable turf, and public and private gardens. The overall open space and landscaped area will be a minimum of 15% of the gross area of the development.

The applicant's submittal proposes a Major General Plan Amendment that will revise the Land Use designations on the subject property (Exhibit D) as listed in the details below (acreage has been rounded):

- Reducing the acreage designated as Estate/Low Density Residential (0-2.5 DU/Acre, Target: 1 DU/Acre) from **794 acres to 427 acres**.

- Increasing the acreage designated as Medium Density Residential (2.5-4 DU/Acre, Target: 2.5 DU/Acre) from **229 acres to 680 acres**.
- Reducing the acreage designated as Local Commercial from **102 acres to 19 acres**.
- Eliminating **45 acres** of High Density Residential Land Use designation.
- Eliminating **10 acres** of Open Space designation.
- Introducing a new land use category to the subject property, Medium/High Density Residential, and designating that category over **54 acres**. The Medium/High Density category allows residential development within a range of 4 to 12 dwelling units per acre, with a target of 4 dwelling units per acre.

Coupled with the changes to the land use for the site, the applicant is also requesting modifications to the existing General Plan Circulation and Streets Classification map (Exhibit E) for several roadways. The following roads will be modified (Exhibit F):

- Broadway Road (Arterial Road) – The alignment of this road will drop approximately ¼ mile south of the existing alignment.
- El Mirage Road (Arterial Road) – The alignment for this road will shift slightly to the east through the development.
- 119th Avenue – The alignment will curve in an “S” pattern to the west and then back east heading from north to south. The road will be extended slightly to the south and will also be reclassified from a local to a collector.
- Atlanta Avenue – The alignment will be extended from 119th Avenue west to intersect with El Mirage Road, and will be reclassified from local to a collector.

PARTICIPATION:

The 60 day notification of potentially impacted adjoining jurisdictions and public agencies, as required by State Statute, was transmitted on April 29, 2015. Sixteen cities, school districts, and other public entities were provided with a summary of the proposal and a web link to a draft of the proposed amendment and asked to provide comments, if any, by June 29, 2015. These entities were: the City of Goodyear, the City of Tolleson, the City of Phoenix, the City of Litchfield Park, the Maricopa County Planning & Development Department, the Arizona Department of Transportation (ADOT), the Flood Control District of Maricopa County (FCDMC), the Arizona Commerce Authority, the Maricopa Association of Governments (MAG), the Gila River Indian Community (GRIC), the Agua Fria Union High School District, the Tolleson Union High School District, the Avondale Elementary School District, the Pendergast Elementary School District, the Littleton Elementary School District, and the Litchfield Elementary School District. The City received no feedback on this proposal from any of the sixteen entities notified.

The applicant hosted a neighborhood meeting to discuss the proposal with the surrounding property owners and any other interested parties at City Hall on Tuesday, June 23rd (Exhibit H). The meeting was advertised in the June 2, 2015 edition of the West Valley View. Two owners with property south along Avondale Blvd, close to the SR30 alignment, attended the meeting. They did not state their support or opposition to the request; but were both interested in hearing more about the proposal.

Staff has been contacted by one property owner in relation to this request. He had questions

regarding property values and street lights.

Notice of this July 16th Planning Commission public hearing was published in the West Valley View on June 30, 2015. Additionally, a second round of letters was mailed to the property owner's within 500' of the site on June 24, 2015. The letter identified the time, date, and location of both the July and August Planning Commission hearings, along with the City Council hearing scheduled for September 14th. No additional comments have been received to date.

Notice of the August 20th Planning Commission public hearing was published in the West Valley View on August 4, 2015. No additional comments have been received.

The applicant held a second neighborhood meeting on August 4, 2015 at City Hall (Exhibit I). There were 15 people in attendance. The applicant made a brief presentation outlining the request and opened the meeting up to questions. Those questions ranged from the type of residential density, would livestock be permitted, would there be schools, what is the timeframe for construction, is there an adequate water supply, will the flooding in the area be alleviated, and would this change their zoning. A few more questions focused on the SR30 and when a decision on the alignment would be made. Throughout the meeting, there was no stated opposition or support to the request.

Notice of the September 14th City Council public hearing was published in the West Valley View on August 25, 2015. No additional comments have been received.

PLANNING COMMISSION ACTION:

Two public hearings before the Planning Commission are required for items processed under Major General Plan Amendment procedures. The Planning Commission conducted the first required public hearing on the proposed Lakin Ranch Major General Plan Amendment during its July 16, 2015 meeting held off-site at the City's Municipal Operations Service Center (Exhibit J).

During the public hearing portions of the meeting, three residents requested to speak on this item. They had the following comments:

- Ms. Betty Lynch stated her concerns that this plan represents a downward trajectory for Avondale's aspirations regarding the vision for more large-lot residential in the community. Also, that the power line corridors near the Rancho Santa Fe subdivision did not stop people from buying in that development.
- Mr. David Blackman stated his concerns regarding the increase of traffic congestion this development will pose, and he likes the area the way it is with the lack of people and corresponding lack of crime. He requested information on how his neighborhood would be buffered from the new proposal.
- Ms. Sonia Luna inquired as to the open space at 125th Avenue and Illini Street. In addition, she stated her concerns that this proposal will result in too many people and too much traffic in the area.

The Commission had the following questions and comments:

- Commissioner Pineda inquired whether the City would be building anything to buffer the negative impacts of the site.
- Commissioner Kugler indicated that Sunbelt Holdings has a good reputation and that the plan has changed many times in order to find a sweet spot that best balances development with encumbrances. He had questions on how this plan compares to the previous version and if

the State Route 30 alignment has been set yet.

Upon conclusion of the public hearing, the Commission voted 6-0 to continue the item to the August 20, 2015 meeting.

The Planning Commission conducted the second required public hearing on the proposed Lakin Ranch General Plan Amendment on August 20, 2015, in the Council Chambers at Avondale City Hall.

During the public hearing portions of the meeting, one resident requested to speak on this item and had the following comments:

- Ms. Betty Lynch indicated that she is aware of the accomplishments of the developer and was hoping for the same for Avondale. When the property was purchased, the physical encumbrances already existed. This site was to be the last chance for larger homes with special amenities. It is unfair of the developer to request to downsize the plans. She requested that the application be referred with a recommendation of denial.

The Commission had no comments or questions and voted 4-0 to recommend approval of the request (Exhibit K).

ANALYSIS:

As outlined in the request above, the applicant is proposing modifications to a portion of the existing land use designations for the overall Lakin Ranch project area. Working closely with City staff for over the last year and a half, the applicant has developed a revised plan that proposes a mix of land uses that will reposition the project area to meet the living preferences of the current and future market, while turning the multiple large-scale encumbrances of the site into opportunities and creating a unique master planned community.

According to the General Plan 2030 Major Amendment Process, staff's analysis of each of the required findings is presented below.

1) The development pattern contained on the Land Use Plan inadequately provides sufficient sites for the use of change proposed in the amendment.

- The ability to relocate the proposal to another site in the City is not an option due to the lack of available tracts of lands to adequately accommodate a master planned community of the proposed size and scale of Lakin Ranch.

2) The amendment constitutes an overall improvement to the 2012 Plan and is not solely for the good or benefit of a particular land owners or owners.

- The existing General Plan Land Use designations for the area are not responsive to the multiple physical encumbrances that must be overcome for development on the site to occur. The largest change to the plan is the reduction in the amount of Estate/Low Density Residential from 794 acres to 427 acres and the increase of Medium Density Residential from 229 acres to 680 acres. As shown on the Existing Land Use Map (Exhibit C), the power line corridor effectively bisects the area currently designated as Estate Low Density. It is not favorable to locate the type of housing product envisioned in the Estate Low Density category through a high tension power line corridor. Working with staff to balance the uses versus against the negative aspects of the encumbrances, the proposed land use map (Exhibit D) has the power line corridor becoming the demarcation between the Medium Density and

Estate Low Density Residential categories. This creates a viable location to transition from one type of density to another.

- The removal of the 10 acres of Open Space designation along the northern boundary of the project will be reintroduced throughout the entirety of the proposed development. The open space will be a minimum of 15% of the gross development area (much greater than the 10 acres) and will include both passive and active amenities.
- The proposed circulation changes to the alignments of El Mirage Road, 119th Avenue, Broadway Road, and Atlanta Avenue better reflect the location of the physical encumbrances on the site including the power line corridors and the regional drainage channel. The amended alignments will allow for better utilization of the site.

3) The amendment will not adversely impact the community as a whole or a portion of the community by: 1) Significantly altering the acceptable land use patterns; 2) Requiring larger and more expensive public infrastructure improvements including; but not limited to, roads, water and wastewater, and public safety facilities than would otherwise be needed without the proposed change; 3) Adversely impacting the existing land uses.

- Avondale Boulevard is a road of regional significance in the area that will directly link I-10 to the future SR30. In addition, the General Plan Land Use map designates Avondale Boulevard as an Employment and Commercial Corridor. The removal of the 33.3 acres of commercial land use internal to the project and the reduction of the 50 acres of commercial along Avondale Boulevard, allows for the primary focus of commercial and employment in the area to remain in this corridor.
- The Engineering Division and Public Works Department have reviewed the requested changes to the land use map. The increase in potential units over the existing designation will be accommodated within the existing capacity of the City's systems. Throughout the review of the PAD, PADA, and submitted master plans, the exact service delivery of water and wastewater will be further evaluated and defined. The amendment will not require any larger or more expensive public infrastructure improvements over what would be needed if the area was developed under the existing land use designations.
- The proposal will not adversely impact the existing land uses in the area. The amendment will assist in facilitating a master planned community in the area that will deliver enhanced infrastructure, a connected roadway network, improvements to the regional drainage solution for the entire area, and will assist in buffering existing residential along the north and south sides of the project area from some of the existing land uses in the area.

4) That the amendment is consistent with the overall intent of the General Plan and other adopted plans, codes and ordinances.

- The amendment is consistent with the overall intent of the Plan and more specifically the following Goals and Policies:

Land Use Goal 1. Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

Policy B. Diversify Avondale's housing stock by providing for varied residential types with an emphasis on large lot development in the southern core of the City.

Land Use Goal 3. Promote a strong balance of high quality residential, employment,

recreation, and educational land uses.

Policy B. Provide for larger home sites and encourage custom home developments in order to attract executive level professionals to live in Avondale.

Policy C. Encourage a mix of land uses and amenities when master planning large developments, such a single-family residences, offices, educational institutions, shopping centers, trails, parks, community gardens, and recreational facilities, to encourage social interaction, and to create a larger sense of community amongst residents.

Policy D. Ensure adequate transitions, and/or buffers are provided when adjacent land uses vary in character and intensity.

Land Use Goal 4. Ensure all land use decisions meet the long-term social and economic goals of the community.

Policy B. Encourage annexations that benefit the quality of life for Avondale residents and are in the best interests of the City.

Housing Element Goal 2. Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

Policy A. Expand the City's housing stock by encouraging developers to provide "executive" home sites (i.e., custom homes, large lot home sites, and other similar products) that can be used to attract prospective residents as well as prevent existing residents looking for move-up housing from leaving Avondale for another community.

Policy B. Encourage the development of condominiums and townhomes which appeal to people seeking to own their residence, but who may not want maintenance responsibilities.

Circulation Element Goal 4. Promote and support an integrated transportation system that mitigates congestion, fosters a sense of community, and preserves the environment.

Policy C. Develop adequate links to arterial roadways from new residential, recreation, and employment areas.

FINDINGS:

The proposed General Plan Amendment to facilitate the Lakin Ranch Master Planned Community is in the best long-term interest of the City and is consistent with the objectives of the General Plan.

RECOMMENDATION:

On August 20, 2015, the Planning Commission recommended that City Council approve application PL-15-0104, a request to amend the General Plan to facilitate the development of the Lakin Ranch master planned community.

The public hearing was originally scheduled and posted for September 14, 2015; however, the Council considered and granted the applicant's request for a continuance to the September 21, 2015 City Council meeting (Exhibit L).

PROPOSED MOTION:

Two-thirds majority vote of the City Council is required for approval:

I move that the City Council accept the findings and **ADOPT** the Resolution approving Application PL-15-0104, a request to amend the General Plan.

ATTACHMENTS:

Description

[Resolution 3273-915](#)

[Exhibit A - Vicinity/Aerial Map](#)

[Exhibit A.1 - General Plan Land Use Map](#)

[Exhibit B - Lakin Ranch Narrative](#)

[Exhibit C - Existing General Plan Land Use](#)

[Exhibit D - Proposed General Plan Land Use](#)

[Exhibit E - Existing Circulation Map](#)

[Exhibit F - Proposed Circulation Map](#)

[Exhibit G - Map of Development Constraints](#)

[Exhibit H - Neighborhood Meeting Results](#)

[Exhibit I - Neighborhood Meeting Results Two](#)

[Exhibit J - Excerpt of Draft PC Minutes July 16, 2015](#)

[Exhibit K - PC Minutes 8-2-15 Meeting](#)

[Exhibit L - September 14, 2015 City Council Continuance Request](#)

[Exhibit M - Public Comment Cards - September 14, 2015 City Council Meeting](#)

[Agreement Lakin Cattle Company - Prop 207 Waiver PL 15-0104](#)

PROJECT MANAGER

Robert Gubser, Planning Manager (623) 333-4015

RESOLUTION NO. 3273-915

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY 1,179 ACRES LOCATED FROM DYSART ROAD EAST TO AVONDALE BOULEVARD AND FROM ILLINI STREET SOUTH TO SUNLAND AVENUE AND THE MODIFICATION OF THE CIRCULATION AND STREET CLASSIFICATION MAP AS SHOWN IN APPLICATION PL-15-0104.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately 1,179 acres of real property generally located from Dysart Road east to Avondale Boulevard and from Illini Street south to Sunland Avenue (known as “Lakin Ranch master planned community”) by generally reducing the amount of “Estate/Low Density Residential,” “High Density Residential,” “Local Commercial,” and “Open Space and Parks,” increasing the amount of “Medium Density Residential,” adding “Medium/High Density Residential,” and modifying the Circulation and Street Classification Map as shown on Application PL-15-0104 (the “General Plan Amendment”); and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land-use designations and the Circulation and Street Classification Map; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notice of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to the General Plan, the Commission held (i) the first public hearing on the proposed General Plan Amendment in the City’s Municipal Operations Service Center on July 16, 2015, and (ii) the second public hearing in the City Council Chambers on August 20, 2015 after which the Commission recommended approval; and

WHEREAS, pursuant to the General Plan, the City Council held public hearings on the proposed General Plan Amendment in the City Council Chambers on September 14, 2015, and on September 21, 2015.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately 1,179 acres of real property generally located from Dysart Road east to Avondale Boulevard and from Illini Street south to Sunland Avenue as shown in Application PL-15-0104, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, by generally reducing the amount of “Estate/Low Density Residential,” “High Density Residential,” “Local Commercial,” and “Open Space and Parks,” increasing the amount of “Medium Density Residential,” adding “Medium/High Density Residential,” and modifying the Circulation and Street Classification Map as described in the Lakin Ranch General Plan Amendment Narrative Report dated April 15, 2015.

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

PASSED AND ADOPTED by the Council of the City of Avondale, September 21, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3273-915

[General Plan Amendment Legal Description and Map]

See following pages.

EXHIBIT
LEGAL DESCRIPTION FOR ZONING
LAKIN RANCH
PORTION OF SECTIONS 23, 24, 25, AND 26 T1N, R1W OF THE G.&S.R.B.&M.,
MARICOPA COUNTY, ARIZONA

All that certain lot, tract, or parcel of land, situated in a portion of Sections 23, 24, 25, and 26 Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found MCHD brass cap in handhole at the intersection of Dysart Road and Southern Avenue for the Southwest corner of said Section 26;

THENCE North 00 deg. 06 min. 18 sec. East (Basis of Bearings), along the West line of the Southwest quarter of said Section 26, a distance of 1363.32 feet to a found PK nail with no tags, also being 66 feet North of the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 26, said point being the TRUE POINT OF BEGINNING;

THENCE North 00 deg. 06 min. 18 sec. East continuing along said West line, a distance of 1231.32 feet to a found MCDOT brass cap in handhole for the West Quarter corner of said Section 26;

THENCE North 00 deg. 06 min. 38 sec. East along the West line of said Section 26 , a distance of 2594.79 feet to the Northwest corner of thereof, also being the Southwest corner of Section 23;

THENCE North 00 deg. 48 min. 25 sec. West along the West line of the Southwest Quarter of said Section 23, a distance of 965.92 feet to a Point of Curvature of a circular curve to the right, having a radius of 955.37 feet, a central angle of 22 deg. 19 min. 27 sec., and being subtended by a chord which bears North 10 deg. 21 min. 18 sec. East - 369.89 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 372.24 feet to the North line of the South Half of the Southwest Quarter of said Section 23;

THENCE South 89 deg. 56 min. 34 sec. East along said North line, a distance of 2550.28 feet to the mid-section line of said Section 23;

THENCE North 00 deg. 51 min. 20 sec. West along said mid-section line, a distance of 598.75 feet;

THENCE North 79 deg. 56 min. 43 sec. East departing said mid-section line, a distance of 711.98 feet;

THENCE South 00 deg. 56 min. 07 sec. East, a distance of 673.72 feet;

THENCE South 89 deg. 56 min. 52 sec. East, a distance of 603.84 feet;

THENCE North 01 deg. 00 min. 56 sec. West, a distance of 606.34 feet;

THENCE South 89 deg. 49 min. 25 sec. East, a distance of 1306.05 feet to a found MCHD brass cap flush in the East line of the Southeast Quarter of said Section 23;

THENCE North 01 deg. 10 min. 37 sec. West along said East line, a distance of 653.56 feet to the East Quarter corner of said Section 23;

THENCE South 89 deg. 56 min. 46 sec. East along the mid-section line of said Section 24, a distance of 1316.48 feet to the Northeast corner of the West Half of the Southwest Quarter of said Section 24;

THENCE South 00 deg. 56 min. 20 sec. East along the East line of said West Half, a distance of 2621.40 feet to the Southeast corner of same;

THENCE South 89 deg. 37 min. 20 sec. East along the South line of the Southwest Quarter of said Section 24, a distance of 1305.77 feet to a found iron bar for the South Quarter corner of said Section 24;

THENCE North 00 deg. 42 min. 09 sec. West along the mid-section line of said Section 24, a distance of 1314.31 feet to the Northwest corner of the South Half of the Southeast Quarter of said Section 24;

THENCE South 89 deg. 47 min. 04 sec. East along the North line of said South Half, a distance of 2622.40 feet to the Northeast corner of same;

THENCE South 00 deg. 13 min. 49 sec. East along the East line of the Southeast Quarter of said Section 24, a distance of 1321.60 feet to a found MCHD brass cap in handhole for the Southeast corner of same;

THENCE South 00 deg. 05 min. 07 sec. West along the East line of the Northeast Quarter of said Section 25, a distance of 1310.33 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 25;

THENCE North 89 deg. 35 min. 43 sec. West along the North line of the Southeast Quarter of the Northeast Quarter of said Section 25, a distance of 1305.97 feet to the Northwest corner of same;

THENCE South 00 deg. 05 min. 30 sec. West along the West line of the Southeast Quarter of the Northeast Quarter of said Section 25, a distance of 1309.73 feet to the Southwest corner of same;

THENCE South 00 deg. 05 min. 41 sec. West along the West line of the Northeast Quarter of the Southeast Quarter of said Section 25, a distance of 1146.50 feet to the centerline of Atlanta Avenue, being 50 feet in width;

THENCE North 89 deg. 32 min. 03 sec. West along the said centerline of Atlanta Avenue, a distance of 1306.19 feet to the mid-section line of said Section 25;

THENCE South 00 deg. 05 min. 53 sec. West along said mid-section line, a distance of 163.67 feet;

THENCE North 89 deg. 31 min. 48 sec. West departing said mid-section line, a distance of 1306.46 feet;

THENCE North 00 deg. 06 min. 28 sec. East, a distance of 66.00 feet;

THENCE North 89 deg. 31 min. 48 sec. West, a distance of 1306.23 feet to the West line of the Southwest Quarter of said Section 25;

THENCE North 89 deg. 51 min. 21 sec. West departing said West line, a distance of 2622.34 feet to the mid-section line of said Section 26;

THENCE North 89 deg. 51 min. 06 sec. West departing said mid-section line, a distance of 2622.89 feet to the POINT OF BEGINNING, containing 52,080,141 square feet or 1195.60 acres of land, more or less.

EXCEPT FROM THEREOF THE FOLLOWING DESCRIBED PROPERTY:

The easterly 800 feet of the westerly 840.07 feet of the northerly 668.35 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

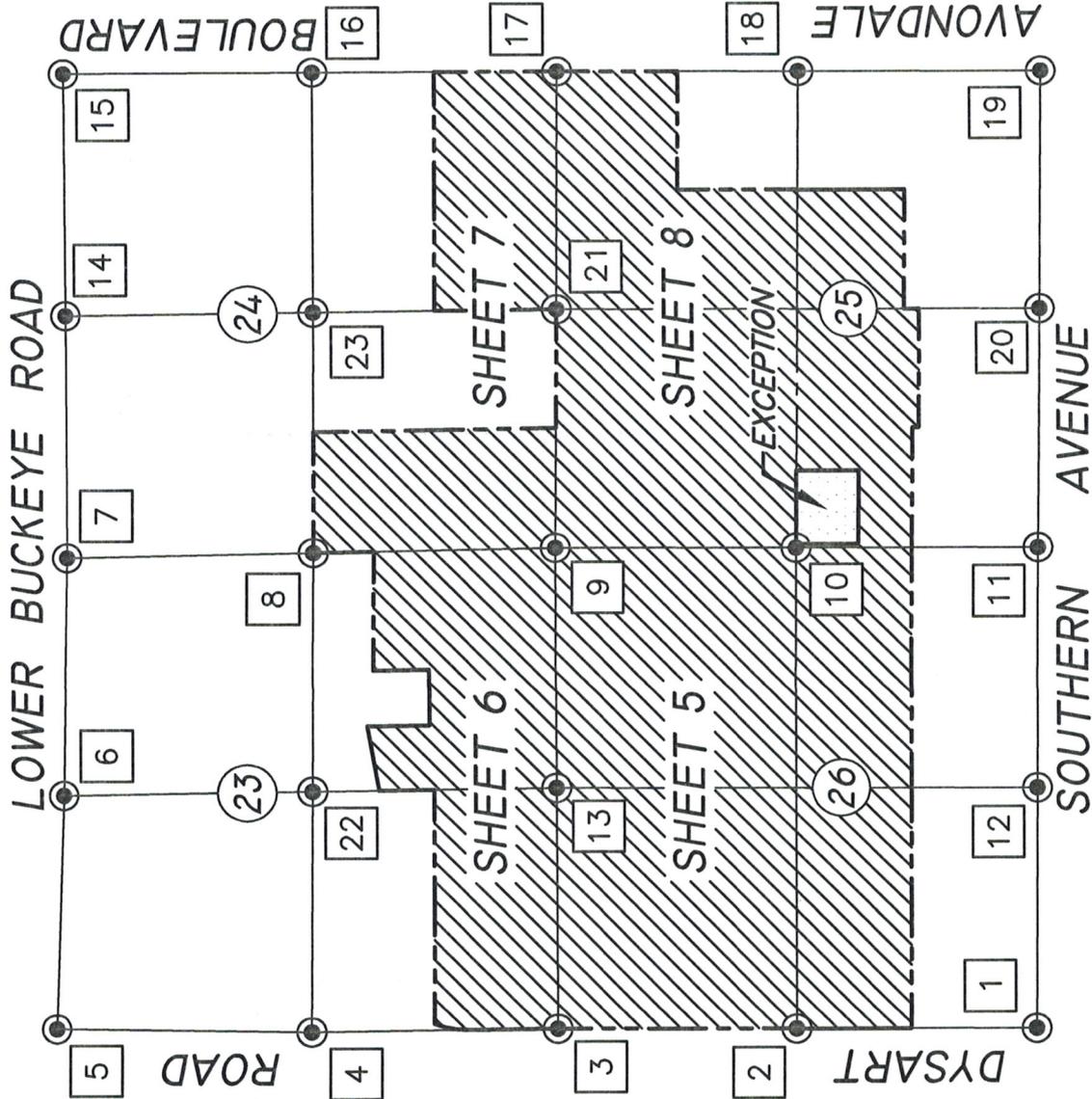
Containing 534,735 square feet or 12.276 acres of land, more or less.

LEAVING A NET AREA OF 51,545,406 SQUARE FEET OR 1183.32 ACRES OF LAND, MORE OR LESS.



Expires 6/30/2016

LAKIN RANCH

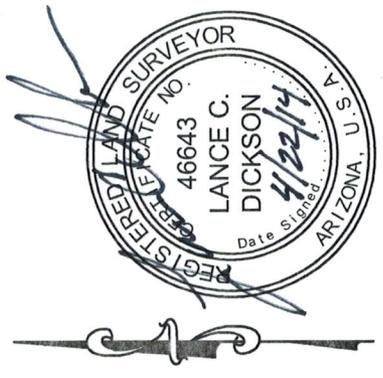


A PORTION SECTIONS 23,
24, 25 AND 26, TOWNSHIP
1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT
RIVER BASE AND
MERIDIAN, MARICOPA
COUNTY, ARIZONA.

SHEET INDEX

- SHEET 2: BASIS OF BEARING,
AREA, MONUMENT NOTES
- SHEET 3: MONUMENT NOTES
- SHEET 4: MONUMENT NOTES
- SHEET 5: SECTION 26, LEGEND
- SHEET 6: SECTION 23
- SHEET 7: SECTION 24
- SHEET 8: SECTION 25

NOT TO SCALE



LAKIN RANCH EXHIBIT

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EXPIRES 06/30/2016

AREAS:

GROSS - ±52,080,141 SQUARE FEET OR ±1,195.60 ACRES
EXCEPTION - ±534,735 SQUARE FEET OR ±12.28 ACRES
NET - ±51,545,406 SQUARE FEET OR ±1,183.32 ACRES

BASIS OF BEARING:

N00°06'18"E (ASSUMED) ALONG THE MONUMENT LINE OF DYSART ROAD AS MEASURED BETWEEN MONUMENTS NUMBERED 1 AND 2. SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES. ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST.

MONUMENT NOTES:

ALL MONUMENTATION SHOWN HEREON WAS ACCEPTED UNLESS OTHERWISE NOTED

- 1 FOUND MCHD BRASS CAP IN HANDHOLE AT INTERSECTION OF DYSART ROAD AND SOUTHERN AVENUE. SOUTHWEST CORNER OF SECTION 26, T1N, R1W.
- 2 FOUND MCDOT BRASS CAP IN HANDHOLE AT WEST 1/4 CORNER OF SECTION 26, T1N, R1W.
- 3 CALCULATED POSITION PER (R1) FOR NORTHWEST CORNER OF SECTION 26, T1N, R1W. NOTHING FOUND OR SET.
- 4 FOUND GLO SALT RIVER PROJECT MONUMENT AT WEST 1/4 CORNER OF SECTION 23, T1N, R1W. PROJECT BENCHMARK.
- 5 FOUND BRASS CAP FLUSH AT INTERSECTION OF DYSART ROAD AND LOWER BUCKEYE ROAD. NORTHWEST CORNER OF SECTION 23, T1N, R1W.
- 6 FOUND CITY OF AVONDALE BRASS CAP IN HANDHOLE AT NORTH 1/4 CORNER OF SECTION 23, T1N, R1W.

REFERENCE DATA:

(R1) RECORD OF SURVEY PLSS SUBDIVISION
MAP RECORDED IN BOOK 694 OF MAPS
PAGE 38, MCR



LAKIN RANCH EXHIBIT

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MONUMENT NOTES:

ALL MONUMENTATION SHOWN HEREON WAS ACCEPTED UNLESS OTHERWISE NOTED

- 7 FOUND CITY OF AVONDALE BRASS CAP IN HANDHOLE AT INTERSECTION OF LOWER BUCKEYE ROAD AND EL MIRAGE ROAD. NORTHEAST CORNER OF SECTION 23, T1N, R1W.
- 8 CALCULATED POSITION PER (R1) FOR EAST 1/4 CORNER OF SECTION 23, T1N, R1W. FOUND CITY OF AVONDALE BRASS CAP FLUSH $\pm 1.2'$ NORTH OF CALCULATED POSITION. NOT ACCEPTED.
- 9 FOUND MCHD BRASS CAP IN HANDHOLE AT NORTHEAST CORNER OF SECTION 26, T1N, R1W.
- 10 FOUND MCHD BRASS CAP IN HANDHOLE AT EAST 1/4 CORNER OF SECTION 26, T1N, R1W.
- 11 FOUND MCHD BRASS CAP IN HANDHOLE AT INTERSECTION OF SOUTHERN AVENUE AND EL MIRAGE ROAD. SOUTHEAST CORNER OF SECTION 26, T1N, R1W.
- 12 FOUND MCHD BRASS CAP IN HANDHOLE AT SOUTH 1/4 CORNER OF SECTION 26, T1N, R1W.
- 13 CALCULATED POSITION PER (R1) FOR NORTH 1/4 CORNER OF SECTION 26, T1N, R1W. NOTHING FOUND OR SET.
- 14 FOUND PK NAIL AT NORTH 1/4 CORNER OF SECTION 24, T1N, R1W.
- 15 FOUND MARICOPA COUNTY BRASS CAP FLUSH W/ SECTIONAL STAMPING AT NORTHEAST CORNER OF SECTION 24, T1N, R1W. ALSO FOUND CITY OF AVONDALE BRASS CAP FLUSH $\pm 0.3'$ SOUTH AND $\pm 0.2'$ WEST OF SECTION CORNER.



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MONUMENT NOTES:

ALL MONUMENTATION SHOWN HEREON WAS ACCEPTED UNLESS OTHERWISE NOTED

- 16 FOUND MCHD BRASS CAP IN HANDHOLE AT EAST 1/4 CORNER OF SECTION 24, T1N, R1W.
- 17 FOUND MCHD BRASS CAP IN HANDHOLE AT NORTHEAST CORNER OF SECTION 25, T1N, R1W.
- 18 FOUND MCHD BRASS CAP IN HANDHOLE AT EAST 1/4 CORNER OF SECTION 25, T1N, R1W.
- 19 FOUND MCHD BRASS CAP IN HANDHOLE AT SOUTHEAST CORNER OF SECTION 25, T1N, R1W.
- 20 FOUND MCHD BRASS CAP IN HANDHOLE AT SOUTH 1/4 CORNER OF SECTION 25, T1N, R1W. ALSO FOUND 1/2" REBAR W/ YELLOW CAP ILLEGIBLE IN CONCRETE FOOTING ±40.7' NORTH OF SECTION CORNER.
- 21 FOUND IRON BAR AT NORTH 1/4 CORNER OF SECTION 25, T1N, R1W.
- 22 FOUND BRASS CAP IN HANDHOLE AT INTERSECTION OF 127TH AVENUE AND ELWOOD STREET. CENTER OF SECTION 23, T1N, R1W.
- 23 FOUND 1/2" REBAR W/ NO CAP AT CENTER OF SECTION 24, T1N, R1W.
- 24 FOUND MCHD BRASS CAP FLUSH.
- 25 FOUND PK NAIL W/ NO TAG



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LAKIN RANCH EXHIBIT

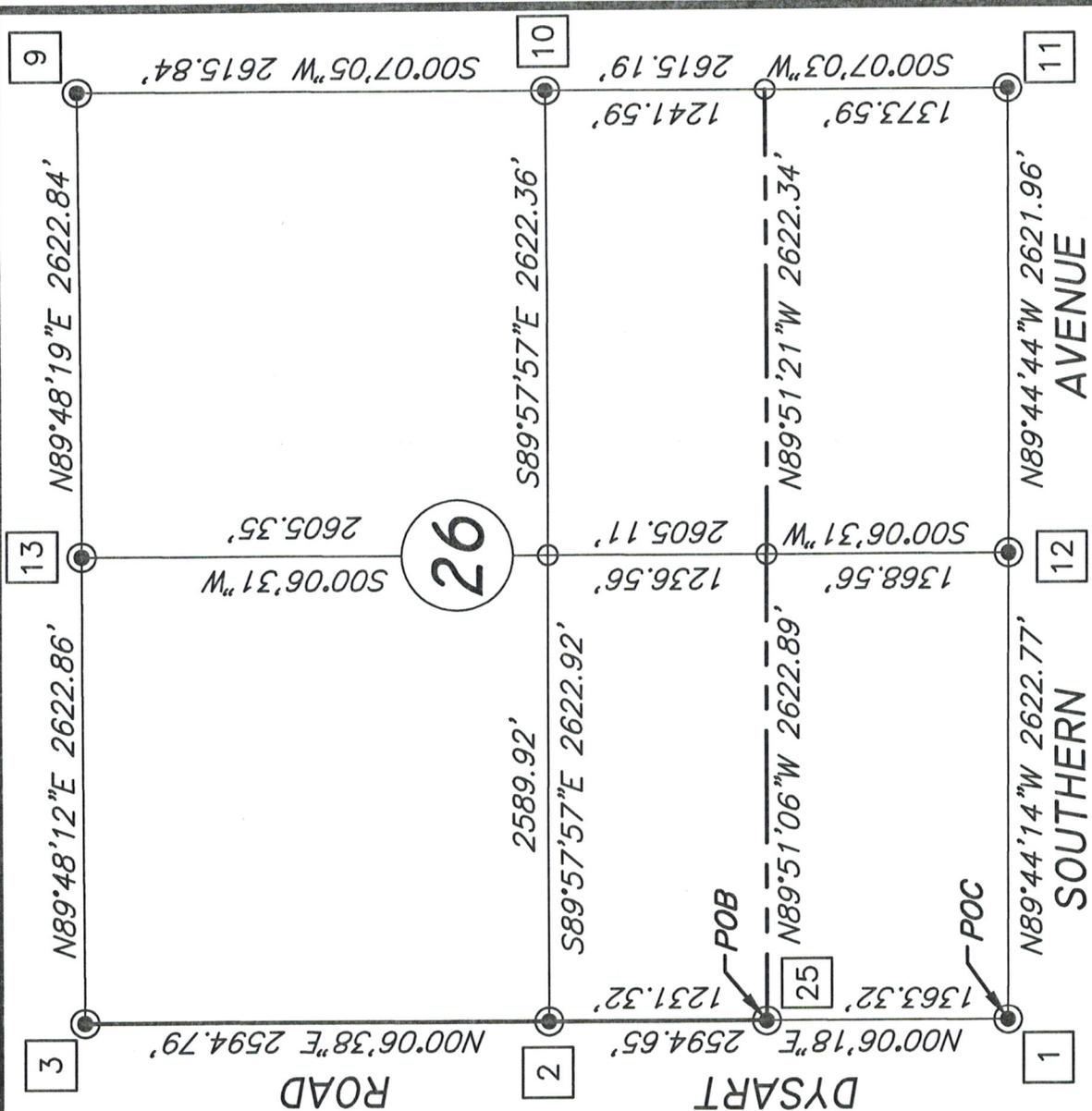
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MATCH LINE SEE SHEET 6



LINE TABLE	
LINE	BEARING
L1	S89°57'57"E
L1	33.00

LEGEND:

- FOUND MONUMENT AS NOTED
- CALCULATED POINT. NOTHING FOUND AND NOTHING SET
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- # MONUMENT NOTE

MATCH LINE SEE SHEET 8

NOT TO SCALE



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DATE : 04/22/14

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CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	372.24	955.37	22°19'27"

LINE TABLE		
LINE	LENGTH	BEARING
L2	965.92	N00°48'25"W
L3	598.75	N00°51'20"W
L4	711.98	N79°56'43"E
L5	673.72	S00°56'07"E
L6	603.84	S89°56'52"E
L7	606.34	N01°00'56"W
L8	653.56	N01°10'37"W

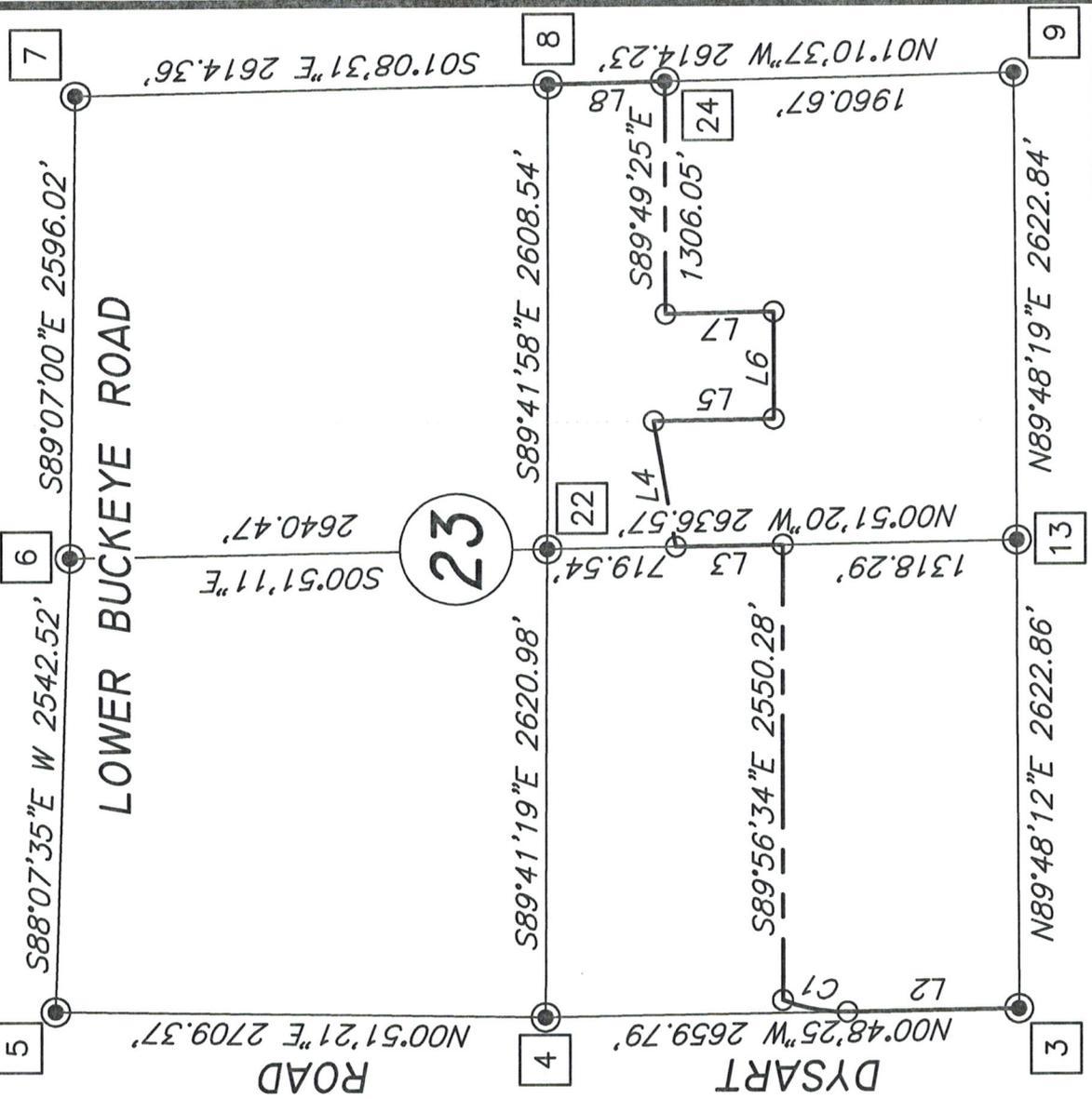
MATCH LINE SEE SHEET 7



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MATCH LINE SEE SHEET 5

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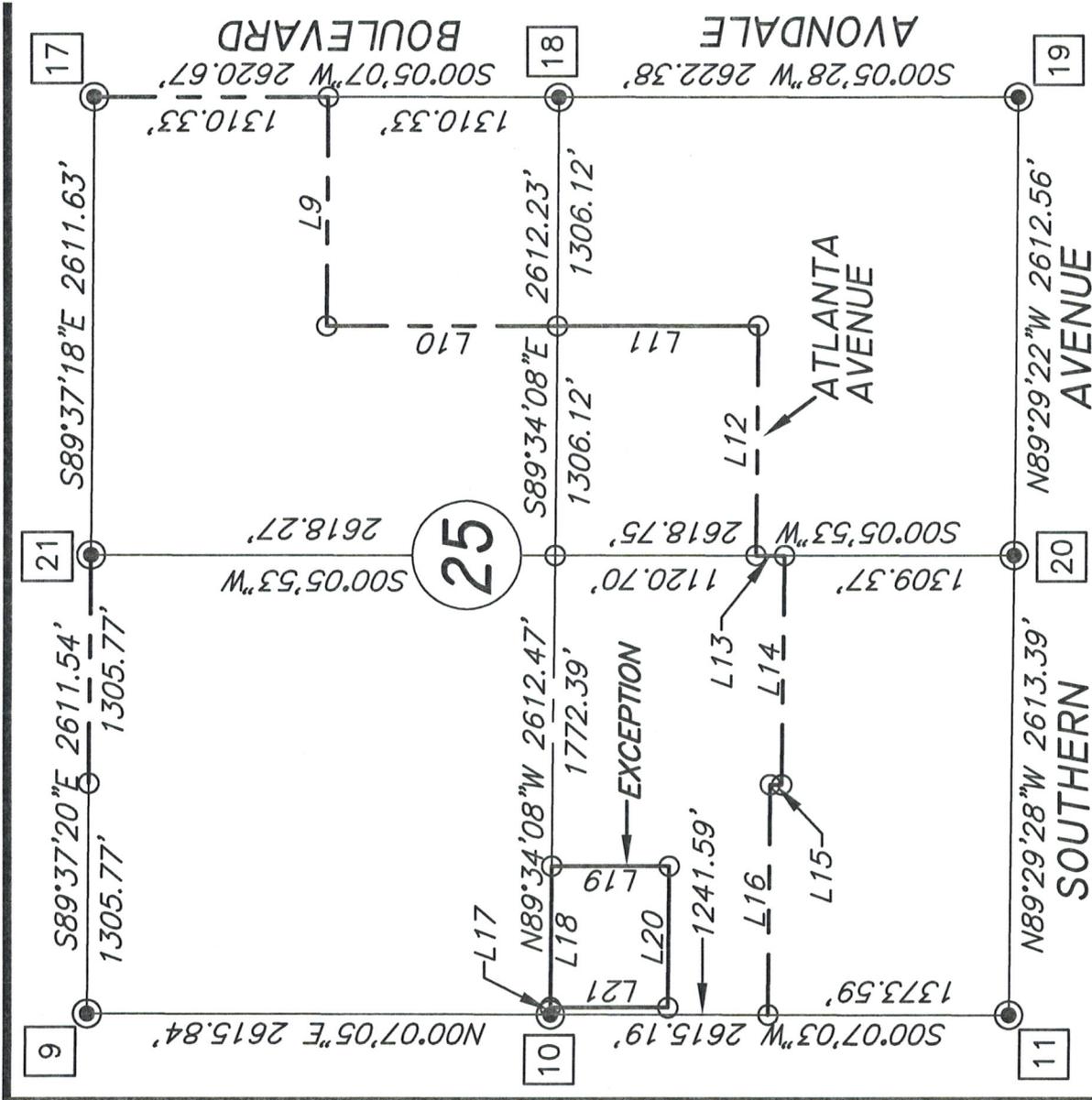


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MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 5



NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L9	1305.97	N89°35'43"W
L10	1309.73	S00°05'30"W
L11	1146.50	S00°05'41"W
L12	1306.19	N89°32'03"W
L13	163.67	S00°05'53"W
L14	1306.46	N89°31'48"W
L15	66.00	N00°06'28"E
L16	1306.23	N89°31'48"W
L17	40.07	S89°34'08"E
L18	800.01	S89°34'08"E
L19	668.36	S00°07'03"W
L20	800.01	N89°34'08"W
L21	668.36	N00°07'03"E



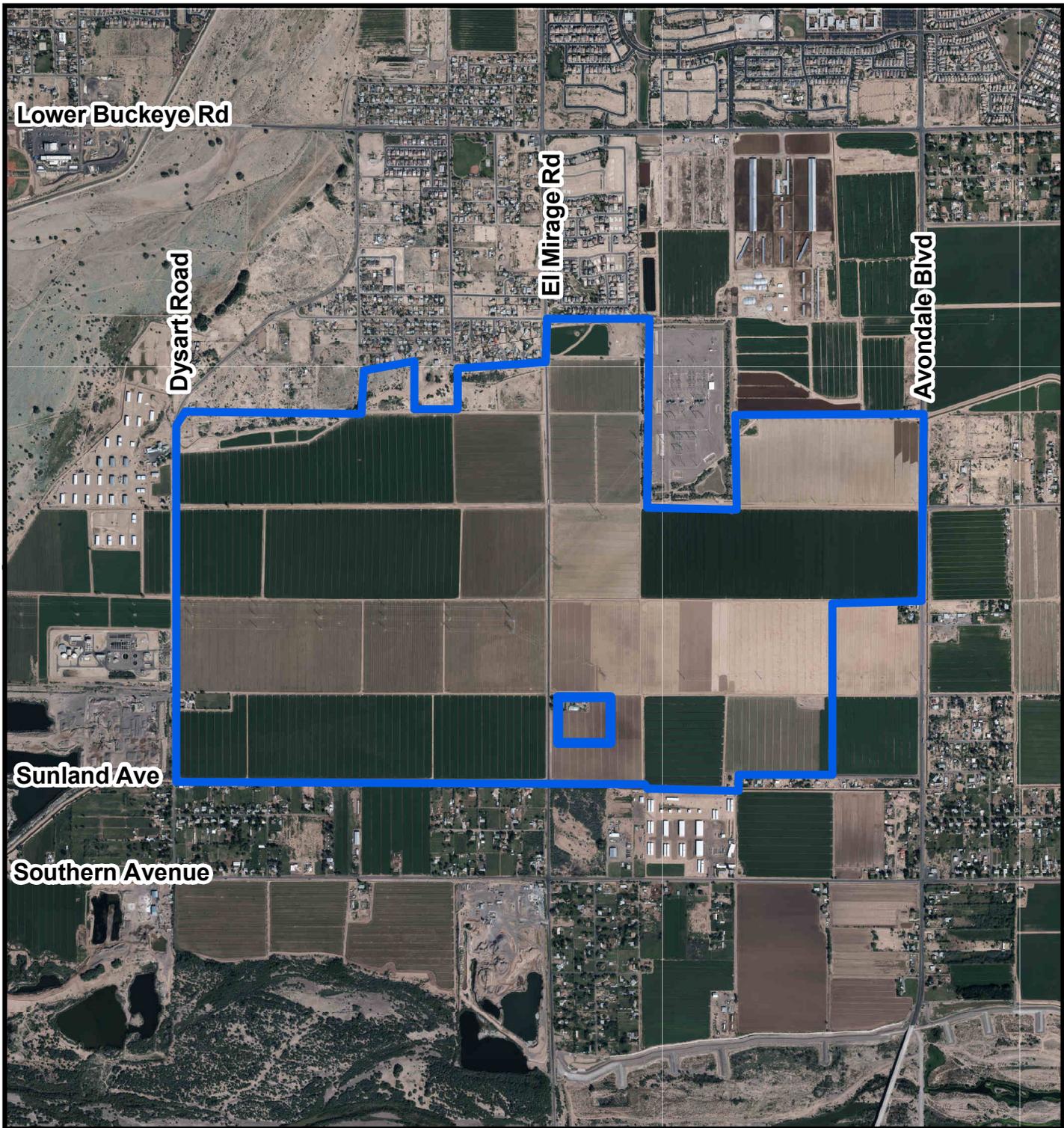
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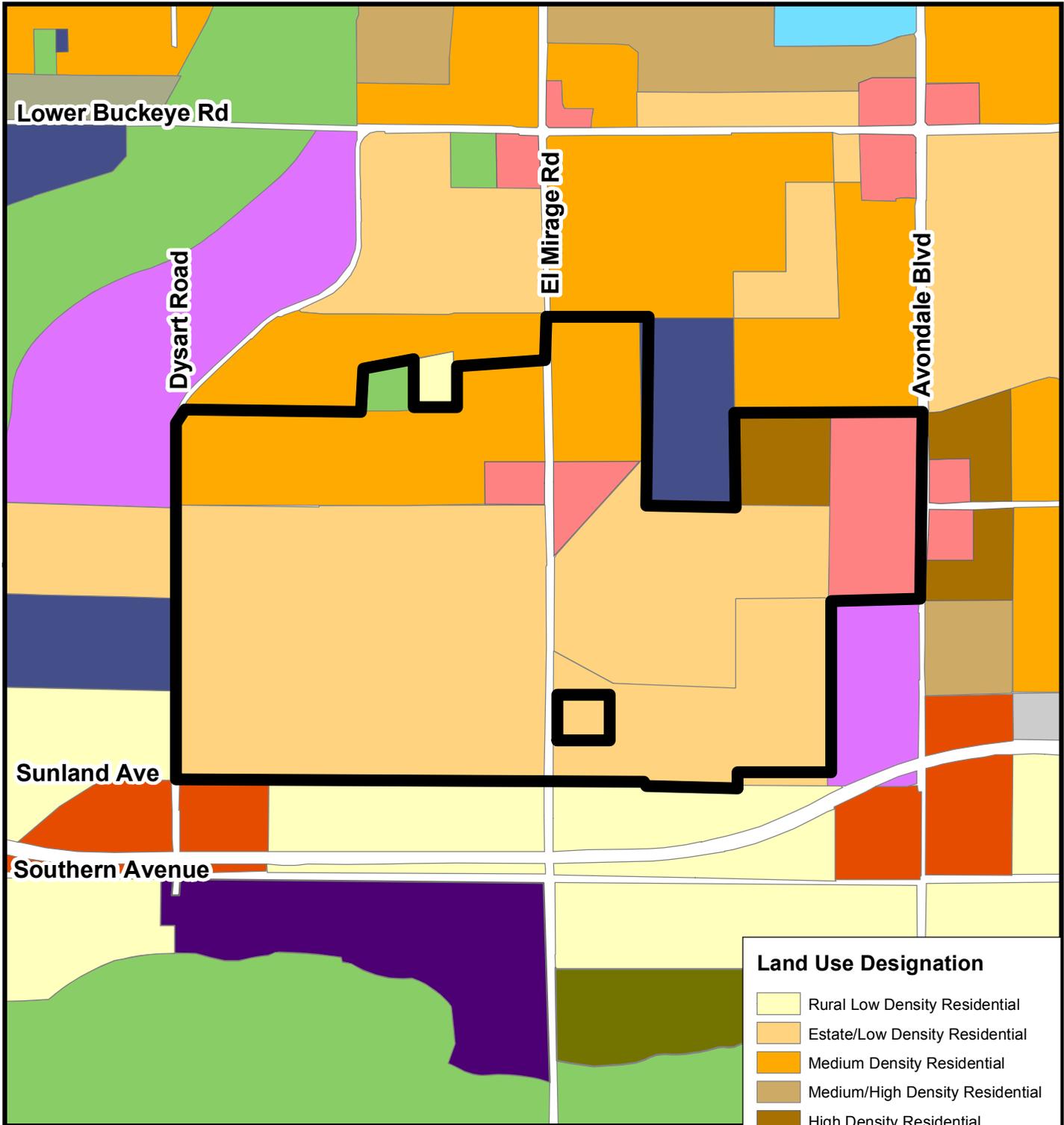


Aerial Map



 Subject Property





Land Use Designation

- Rural Low Density Residential
- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Office/Professional
- Industrial
- Mixed Use
- Corporate Park
- Gila River Scenic District
- Open Space and Parks
- Public/Civic
- Education



General Plan Land Use Map



Subject Property

Exhibit B – Lakin Park Narrative

DUE TO ITS SIZE, THIS DOCUMENT

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<http://www.avondale.org/DocumentCenter/View/36631>

Exhibit C – Existing General Plan Land Use Map

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Exhibit D – Proposed General Plan Land Use

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Exhibit E – Existing Circulation Map

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Exhibit F – Proposed Circulation Map

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Exhibit G – Map of Development Constraints

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Exhibit H – Neighborhood Meeting Results

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Exhibit I – Neighborhood Meeting Results - Two

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Exhibit J – Excerpt of Draft PC Minutes July 16, 2015

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Exhibit K – PC Minutes August 20, 2015 Meeting

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Exhibit L – September 14, 2015
City Council Continuance Request

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Exhibit M – Public Comment Cards – September 14, 2015 Council Meeting

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Agreement – Lakin Cattle Company – Prop 207 Waiver

PL 15-0104 Lakin Ranch Major GPA

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