

WORK SESSION
December 7, 2015
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. AVONDALE POLICE EXPLORER PROGRAM

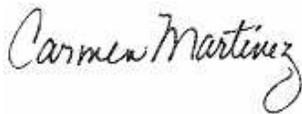
City Council will receive information regarding the proposed development and implementation of a Police Explorer Program that will allow for the mentoring of young adults within the community while teaching them about the law enforcement profession and promoting the values of include integrity, diversity, professionalism, teamwork and accountability. For information, discussion and direction.

3. PROPOSED AMENDMENT TO AVONDALE CITY CODE CHAPTER 22 - SUBDIVISION REGULATIONS

City Council will receive an update regarding a proposed amendment to Chapter 22 of the Avondale Municipal Code related to Subdivision Regulations. This item is presented for information, discussion and City Council direction 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 politica haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes estos aparezcan en estos videos o grabaciones de audio. Los padres pueden ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:

Avondale Police Explorer Program

MEETING DATE:

12/7/2015

TO: Mayor and Council

FROM: Al Bates, Lieutenant

THROUGH: David Fitzhugh, City Manager; Dale Nannenga, Police Chief

PURPOSE:

Staff will present information regarding the proposed development and implementation of a Police Explorer Program that will allow for the mentoring of young adults within the community while teaching them about the law enforcement profession and promoting the values of include integrity, diversity, professionalism, teamwork and accountability. This item is for information, discussion and direction.

BACKGROUND:

The Police Explorer Program was created in 1973 as a way of providing young adults (between 14 years and having completed the 8th grade and not yet 21 years old) with a career education program. The Explorer Program has evolved greatly and is now facilitated by the Learning for Life Corporation, a United States school and work-site based youth program that is a subsidiary of the Boy Scouts of America. The Police Explorer Program is a national program which is endorsed by numerous organizations to include the International Association of Chiefs of Police (IACP) and the National Sheriffs Association (NSA). There are currently over 33,000 Explorers and about 8,425 adult volunteer participants in the law enforcement's Police Explorer Program nationwide. The Avondale Police Explorer's Post is post number 2960 which was established March 01, 2003. The post expired on December 31, 2004 and has been dormant since that time.

DISCUSSION:

It is the goal of the Avondale Police Department to teach, train and mentor the young adults participating in the Police Explorer Program to serve their community alongside the police department. The Program assists in the development of confidence and discipline within a team environment and also allows the participants to develop their leadership skills.

It is the vision of the Avondale Explorers Program to increase the participant's knowledge in the fields of Criminal Justice / Law Enforcement, with the Program serving as a stepping-stone to potentially joining the Avondale Police Department. This vision goes hand-in-hand with the department's vision of "To become the leading Arizona Law Enforcement agency by hiring and retaining professional employees who embrace our values while enhancing community partnerships.

BUDGET IMPACT:

Staff estimates implementation of this program to be \$5,000 for FY16/17. The source of funding will be determined through the FY 16/17 budget process. These funds will be used to cover insurance, registration, charter fees, supplies, Explorer uniforms and overtime. Once the Police Explorer Post is established, they will fundraise to supplement the formal budget for additional supplies and travel costs associated with Explorer Competitions.

RECOMMENDATION:

The Avondale Police Explorer Program does not require Council to take any action. This presentation is made to inform Council of our intent to re-establish our Police Explorer Post.



CITY COUNCIL AGENDA

SUBJECT:

Proposed Amendment to Avondale City Code
Chapter 22 - Subdivision Regulations

MEETING DATE:

12/7/2015

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

Staff is requesting City Council direction on the proposed update to Chapter 22 of the Avondale Municipal Code related to Subdivision Regulations. The existing Subdivision Regulations were created in 1971, and received minor updates in 1988, 2001 and 2008. Through multiple internal meetings and discussions with the development community, a substantial amendment to the Subdivision Regulations was warranted. As proposed, the amendment will add flexibility into the review process and is designed to be responsive to current development trends and market conditions. This item is presented for information, discussion, and City Council direction only.

BACKGROUND:

Subdivision regulations establish the policy framework under which the City may divide land for sale or development. The regulations are a land use control similar to a zoning ordinance, and ensure that new developments are designed properly and address the overall quality of a development. Subdivisions can be used in all types of land uses and in dedications of rights-of-way.

The existing Subdivision Regulations were created in 1971, and received minor updates in 1988, 2001 and 2008. Staff is proposing a major overhaul to the subdivision regulations. The revisions to the regulations are intended to maintain consistency with current Planning and Engineering documents, update references, remove redundant language, streamline and facilitate the process for preliminary plat approval, clarify language and defined terms, and add language to allow for an alternative method of developer assurance for installation of improvements.

DISCUSSION:

The proposed amendment is a complete overhaul to the existing subdivision regulations. The major changes are summarized below with a more detailed summary included in Exhibit A.

Currently, preliminary plats go to the Subdivision Committee, Planning Commission and City Council to grant approval. In order to accelerate the approval process, Staff is proposing that the preliminary plats would no longer need to go to City Council and may now be approved by the Planning Commission. As is the current process, once the preliminary plat is approved, City Council would approve the final plat.

Once approved, a preliminary plat is valid for a period of twelve months with a six month extension allowed at the discretion of the Planning Commission. Staff is recommending a modification to allow for an initial two year approval on preliminary plats, coupled with an administratively approved potential for two one-year extensions. This doubles the current allowable time limits for approvals and extensions.

The current regulations require all right-of-way improvements to be completed in the first phase. Based on the current market trends of developing in smaller phases and not taking down large plots of land, the new regulations would allow for phasing of infrastructure over time to match the needs of the individual phases.

Under the current requirements, a subdivider is required to install all right-of way improvements and file an agreement with the City to guarantee that the work will be completed. The amendment adds language to allow for alternative methods of developer guarantees, or financial assurances, for the completion of improvements. The options for financial assurance include the use of a performance bond (current practice), a letter of credit, cash, cashier's check or negotiable bonds. Another method included is the allowance for the City to withhold on final Certificate of Occupancy on homes until improvements are completed. This method means that a developer will not have to provide a large amount of money up front, but would still be prevented from closing on homes until the right-of-way infrastructure is completed. The subdivider would have to be well-established in the City, and have completed public infrastructure in Avondale over three consecutive years.

And finally, references and conformance to other City plans, policies, and ordinances have been either updated or replaced throughout the documents.

PLANNING COMMISSION:

The proposed amendments to Subdivision Regulations were presented as a discussion items to the Planning Commission on October 15, 2015. Excerpts of the draft minutes from that meeting are included in Exhibit D.

The Regulations were again presented as a public hearing item on November 19, 2015, which the Commission voted to forward a recommendatoin of approval to the City Council by a vote of 4-0. Excerpts of the draft minutes from that meeting are included in Exhibit E.

BUDGET IMPACT:

There is no anticipated budgetary impacts based on the proposal.

RECOMMENDATION:

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

ATTACHMENTS:

Description

[Exhibit A - Summary of Proposed Changes](#)

[Exhibit B - Current Subdivision Regulations](#)

[Exhibit C - Proposed Subdivision Regulations](#)

[Exhibit D - Excerpt October 15, 2015 Planning Commission Minutes](#)

[Exhibit E - Excerpt November 19, 2015 Planning Commission Minutes](#)

[Exhibit F - Letter of Support](#)

Summary of Subdivision Regulations Changes

- Moved all subdivision regulations to Chapter 19 (Planning) as Article VI.
- Capitalization corrections for consistency with remainder of MC and ZO; other typo corrects.
- Definitions revised, added, clarified, or removed for consistency with ZO or to reside in other appropriate documents (e.g., “arterial route” belongs in General Engineering Requirements Manual) and avoid duplication.
- Updates to references; specific area and master plans called out as well as Street Tree Master Plan, Transportation Plan (incorrect reference to Major streets plan)
 - Deleted several definitions
 - “Conditional plat approval”
 - “Corner lot”
 - “Council”
 - “Crosswalk”
 - “Cul de sac street”
 - “Double frontage lot”
 - “Easement”
 - “Lot line”
 - “Lot width”
 - “Major streets plan”
 - “Neighborhood plan”
 - “Phasing plan”
 - “Public improvement standards”
 - “Public utility”
 - “Rear lot line”
 - “Resubdivision”
 - “Side lot lines”
 - Added several definitions
 - “City Engineering Standards”
 - “City Master Plan Documents”
 - “Condominium”
 - “Development Review Committee”
 - “Minor Land Division”
 - “Project Manager”
 - “Street Tree Master Plan”

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- “Transportation Plan”
- “Zoning Administrator”

- Inclusion of Purpose statement/Scope/Intent

- Minor changes made for overall consistency with other documents

- Language made consistent with regard to consistency with City Engineering Standards (replacing section references or “in a form satisfactory to...”)

- Language made consistent with regard to reference to City Master Planning Documents (replacing references such as “community development plan”)

- Minor Land Division – clarification of differences between subdivision/land split; added language defining

- Major clean-up of process – see preliminary plat approval through DRC and site plan approval; added time limits where missing

- Broadened responsible parties to include “designee” and included Zoning Administrator where appropriate

- City Engineer included as permanent member of every Zoning Committee, not as deemed necessary by the Zoning Administrator

- Request for Waiver (from engineering standards) – must be submitted to City Engineer at least 30 days prior to review of Pre-Plat by Development Review Committee; defined conditions for granting of waiver

- Establishes Development Review Committee to review plats consistent with review process for projects; DRC has authority to request changes and may approve conditions deemed necessary

- Required findings revised (deleted “high quality and furthers City’s vision” language)

- Preliminary plats (and minor land divisions) no longer need to go to City Council unless appealed; may now be approved by Planning Commission.

- Language included to allow application for time extensions for good cause (pre-plat approval valid for 2 years); PC may grant up to two one-year extensions

- Once preliminary plat approved, no significant changes:

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- The basic conditions under which Preliminary Plat Approval is granted will not be changed prior to the expiration date
- Preliminary Plat Approval does not ensure final acceptance of streets for dedication or continuation of existing zoning requirements for the property affected by the Preliminary Plat
- Final plat submission – language added to allow required zoning amendments to run concurrently with final plat process
- Statement of dedication of all Streets...Dedication shall include a written statement that dedicated streets shall be free of all liens or encumbrances not approved by the City
- Environmental site assessment provided by subdivider required for all real property interest dedicated to the City pursuant to the Final Plat along with preliminary title report
- If complete, and if the Final Plat substantially conforms to the approved Preliminary Plat, the DRC shall summarize its recommendations for presentation to the Council
- The applicant shall provide the Final Plat package for approval and recordation in accordance with the City Engineering Standards to the City
- All Streets shall be designed in accordance with the most recent version of the City Engineering Standards unless said Streets have received an approved deviation to the City Engineering Standards.
- When a residential Subdivision abuts the right-of-way of a railroad, highway, drainage way, irrigation facility, or commercial or industrial land use or has limited access highway or abuts a commercial or industrial land use, ~~the commission or a limited access property, the Development Review Committee~~ may recommend location of a Street approximately parallel to such right-of-way or use (underline is new text, strikethrough deleted text)
- New language: All half-street improvements shall provide adequate roadway width for two-way traffic and emergency access.
- Reverse frontage language deleted
- Subsection easements – deleted language/paragraph regarding curvilinear streets
- “Improvement district” changed to “special tax district”

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- Engineering Plan expiration added: Approved plans expire one (1) year from date of approval
- Construction and Inspection - (a) All improvements in the public right-of-way shall be constructed under inspection and approval of the City Engineer or designee. Construction shall not be commenced until a permit has been issued for such construction, and if work has been discontinued for any reason, it shall not be resumed ~~until after notifying the public works director in advance~~ prior to notifying the City Engineer or designee not less than thirty (30) business days in advance unless a shorter time period is approved by the City Engineer. Civil/right-of-way permits expire one (1) year from date of approval; however, such permits may be extended for up to one (1) additional year by the City Engineer or designee.
- Language removed regarding waiver of sidewalk requirements on one or both sides for lots greater than 1/2 acre
- Added alternative methods of improvement assurances such as bond, or holds on C of O
- 19-212 Agreement to Install Improvements. Upon approval of the Final Plat ...The agreement may also provide for construction of improvements in units and for an extension of time under specified conditions. ~~The council may require of the subdivider such further assurance of completion of improvements as may be justified in the interests of the future lot owners and the general public. (Code 1971, § 13-5-7)~~
 - An Agreement to Install Improvements (INSTALL-A or INSTALL-B) document must be filed with the City Engineer or designee prior to issuance of a construction permit. Unless approved by the City Manager or authorized designee as set forth in Subsection 19-212(b) below, the Agreement to Install Improvements shall be in accordance with Subsection 19-212(a) below.
 - (a) The Agreement to Install Improvements (INSTALL-A) must be accompanied by some form of assurance. The acceptable forms of assurances are: performance bond from a surety bonding company authorized to do business in the State of Arizona, irrevocable letter of credit, cash, cashier's check, or negotiable bonds. The assurances shall be in the amount equal to 100% of the contract cost or 110% of the engineer's estimate for public infrastructure to be constructed.
 - (b) The Agreement to Install Improvements (INSTALL-B) is an alternate form of assurance that may be available to the Subdivider. With this form of assurance, the Subdivider gives the City the right to withhold Certificates of Occupancy in the development until all improvements have been constructed and accepted. The City Manager or authorized designee may allow this alternate for of assurance only upon showing that the Subdivider has

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completed public infrastructure within the City over the time period of at least three (3) consecutive years immediately preceding the request during which time period it did not default in its obligations to complete the infrastructure. The Subdivider shall provide the City Manager with a list of successfully completed projects, and a list of City employee contact names and numbers, for verification.

Format comparison

Old – Chapter 22	New – Chapter 19, Article VI
Article I. In General 22-1 Purpose. 22-2 General Applicability. 22-3 Interpretation. 22-4 Platting required. 22-5 Appeals. 22-6 Fees. 22-7 Definitions.	Division 1. In General 19-100 Purpose. 19-101 Platting or Division Required. 19-102 Requests for Waivers. 19-103 Appeals. 19-104 Fees. 19-105 Definitions. 19-106 – 19-119 Reserved.

<p>Article II. Platting Procedures and Requirements</p> <p>Division 1. Generally</p> <p>22-21 Outline of procedures.</p> <p>22-22 Development Review Committee.</p> <p>22-23 – 22-30 Reserved.</p> <p>Division 2. Pre-application</p> <p>22-31 Generally.</p> <p>22-32 Application.</p> <p>22-33 Withdrawal.</p> <p>22-34 – 22-40 Reserved.</p> <p>Division 3. Preliminary Plat</p> <p>22-41 Generally.</p> <p>22-42 Preliminary plat submission.</p> <p>22-43 Preliminary plat review.</p> <p>22-44 Preliminary plat approval.</p> <p>22-45 Preliminary plat time extension.</p> <p>22-46 Preliminary plat appeal.</p> <p>22-47 Information required for preliminary plat submission.</p> <p>22-48 – 22-55 Reserved.</p> <p>Division 4. Final Plat</p> <p>22-56 Generally.</p> <p>22-57 Pre-submission requirements.</p> <p>22-58 Final plat submission.</p> <p>22-59 Final plat review.</p> <p>22-60 Final plat approval and recordation.</p> <p>22-61 Information required for final plat submission.</p> <p>Division 5. Minor Land Divisions</p> <p>22-62 In general.</p> <p>22-63 Pre-application conference.</p> <p>22-64 Minor land divisions design standards and requirements.</p> <p>22-65 Minimum required minor land division improvements.</p> <p>22-66 Minor land division applications and review.</p> <p>22-67 Engineering plans for minor land divisions.</p> <p>22-68 Assurance for the construction of minor land division improvements.</p> <p>22-69 – 22-75 Reserved.</p>	<p>Division 2. Platting Procedures and Requirements</p> <p>19-120 Outline of Procedures.</p> <p>19-121 Preliminary Plat in General.</p> <p>19-122 Preliminary Plat Submission.</p> <p>19-123 Preliminary Plat Review.</p> <p>19-124 Preliminary Plat Approval.</p> <p>19-125 Preliminary Plat Time Extension.</p> <p>19-126 – 19-139 Reserved.</p> <p>19-140 Final Plat Stage in General.</p> <p>19-141 Final Plat Submission.</p> <p>19-142 Final Plat Review.</p> <p>19-143 Final Plat Approval and Recordation.</p> <p>19-144 – 19-155 Reserved.</p> <p>19-156 Minor Land Divisions in General.</p> <p>19-157 Minor Land Divisions Design Standards and Requirements.</p> <p>19-158 Minimum Required Minor Land Division Improvements.</p> <p>19-159 Minor Land Division Applications and Review.</p> <p>19-160 Engineering Plans for Minor Land Divisions.</p> <p>19-161 Assurance for the Construction of Minor Land Division Improvements.</p> <p>19-162 – 19-175 Reserved.</p>
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<p>Article III. Subdivision Design Standards</p> <p>22-76 Compliance with other laws and ordinances.</p> <p>22-77 Dedication of parks.</p> <p>22-78 Land subject to flooding.</p> <p>22-79 Street location and arrangement.</p> <p>22-80 Street design.</p> <p>22-81 Lots.</p> <p>22-82 Easements.</p> <p>22-83 Street names.</p> <p>22-84 – 22-95 Reserved.</p>	<p>Division 3. Subdivision Design Standards</p> <p>19-176 Compliance with Other Laws and Ordinances.</p> <p>19-177 Dedication of Parks.</p> <p>19-178 Land Subject to Flooding.</p> <p>19-179 Street Location, Arrangement and Design.</p> <p>19-180 Lots.</p> <p>19-181 Easements.</p> <p>19-182 Street Names.</p> <p>19-183 – 19-195 Reserved.</p>
<p>Article IV. Street and Utility Improvement Requirements</p> <p>22-96 Purpose.</p> <p>22-97 Responsibility for improvements.</p> <p>22-98 Engineering plans.</p> <p>22-99 Construction and inspection.</p> <p>22-100 Streets and alleys.</p> <p>22-101 Curbs.</p> <p>22-102 Sidewalks.</p> <p>22-103 Crosswalks.</p> <p>22-104 Street name signs.</p> <p>22-105 Storm drainage.</p> <p>22-106 Sewage disposal.</p> <p>22-107 Water supply.</p> <p>22-108 Monuments.</p> <p>22-109 Corner markers.</p> <p>22-110 Electric, telephone, and cable utilities.</p> <p>22-111 Submittal, review and approval of engineering plans.</p> <p>22-112 Agreement to install improvements.</p>	<p>Division 4. Street and Utility Improvement Requirements</p> <p>19-196 Purpose.</p> <p>19-197 Responsibility for Improvements.</p> <p>19-198 Engineering Plans.</p> <p>19-199 Construction and Inspection.</p> <p>19-200 Streets and Alleys.</p> <p>19-201 Curbs.</p> <p>19-202 Sidewalks.</p> <p>19-203 Paths.</p> <p>19-204 Street Name Signs.</p> <p>19-205 Storm Drainage.</p> <p>19-206 Sewage Disposal.</p> <p>19-207 Water Supply.</p> <p>19-208 Monuments.</p> <p>19-209 Corner Markers.</p> <p>19-210 Electric, Telephone, and Cable Utilities.</p> <p>19-211 Submittal, Review and Approval of Engineering Plans.</p> <p>19-212 Agreement to Install Improvements.</p>

Chapter 22 - SUBDIVISION REGULATIONS*

Articles:

Article I - IN GENERAL

Sections:

22-1 - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Alley" means a public way providing secondary vehicular access and service to properties which also abut upon a street.

"Arterial route" is a general term including freeways, expressways, major arterial streets and interstate, state or county highways, and usually section line roads.

"Block" means a piece or parcel of land, or group of lots, entirely surrounded by public streets, watercourses, railroads, or parks or a combination thereof.

"Collector street" means a street with limited continuity serving the primary function of carrying traffic from local streets to arterial routes, and the secondary function of providing access to abutting properties.

"Commission" means the city planning commission.

"Conditional plat approval" means an affirmative action by the commission or the council indicating that approval of a preliminary plat will be forthcoming upon satisfaction of certain specific stipulations.

"Corner lot" means a lot abutting on two (2) or more intersecting streets having an interior angle of intersection not exceeding one hundred thirty-five (135) degrees.

"Crosswalk" means a public walk dedicated entirely through a block from street to street, or to a school, park, recreation area or other public facility.

"Cul-de-sac street" means a short local street having one end permanently terminating in and including a vehicular turning area.

"Double-frontage lot" means a lot abutting on two (2) nonintersecting streets.

"Easement" means a grant by the owner of the use of a strip of land by the public, a corporation or persons, for specific and designated uses and purposes.

"Engineering plans" means plans, profiles, cross sections, specifications and other details of construction of public improvements, prepared by a registered engineer in accordance with the approved preliminary plat and in compliance with public improvement standards.

"Exception" means any parcel of land located within the boundaries of a subdivision which is not included in the plat.

"Final plat" means a map of all or part of a subdivision essentially conforming to an approved preliminary plat, prepared in accordance with all applicable state laws and this chapter.

"Final plat approval" means unconditional approval of a final plat by the council, as evidenced by certification thereon by the manager.

"Front lot line" means the lot line coinciding with the street line; or, in the case of a corner lot, the shortest of two (2) lot lines coinciding with street lines or, in the case of a double-frontage lot, both lot lines coinciding with street lines.

"General plan" means the Avondale Community Development Plan.

"Key lot" means an interior lot, one side of which is contiguous with the rear line of a corner lot.

"Local street" means a street serving the primary function of providing access to abutting property; including marginal access streets and cul-de-sac streets.

"Lot" means a piece or parcel of land separated from other pieces or parcels by description, as in a subdivision or on a record survey map or by metes and bounds, for purposes of lease, transfer of ownership or separate use.

"Lot depth" means the distance, measured on a line parallel to the exit of the lot, between a point on the front lot line and a point on the rear lot line which is closest to the proposed or existing dwelling or principal building or any part thereof.

"Lot line" means a line bounding a lot.

"Lot width" means, in the case of a rectangular lot or a lot abutting on the outside of a street curve, the distance between side lot lines, measured at the minimum front setback line parallel to the street or street chord. In the case of a lot abutting on the inside of a street curve, the distance between side lot lines measured at the rear line of the dwelling or when there is no dwelling, thirty (30) feet behind the minimum front setback line, parallel to the street or street chord.

"Major streets plan" means an adopted plan which provides locations and standards for development of the major streets system of the city.

"Marginal access street" (also called a "frontage street" or "frontage road") means a local street parallel and adjacent to an arterial route which provides access to abutting property, intercepts other local streets and controls access to the arterial route.

Minor land division. A division of land within the city which (i) meets the definition of "land split" as set forth in this chapter, (ii) results in the division of improved or unimproved land or lands for the purpose of financing, sale or lease, whether immediate or future, into two (2) or three (3) lots, tracts, or parcels of land, and when a new street is not involved, (iii) the division of improved or unimproved land or lands for the purpose of financing, sale, or lease, whether immediate or future, into more than two (2) parts, and when the boundaries of such property have been fixed by a recorded plat.

"Neighborhood plan" means a plan prepared at the direction of the commission as a graphic statement of objectives to guide platting of remaining undeveloped parcels of land in a partially built-up neighborhood, so as to make reasonable use of all land, correlate future street patterns, and achieve the best possible land use relationships.

"Owner" means the person holding title to land by deed, or as vendee under land contract, or holding other title of record.

"Plat" means a map of a subdivision.

"Preliminary plat" means a preliminary map, including supporting data, indicating a proposed subdivision design prepared in accordance with this chapter and state law.

"Preliminary plat approval" means unconditional approval of a preliminary plat by the commission, as evidenced by meeting minutes and noted upon copies of the plat.

"Public improvement standards" means a set of regulations establishing specifications and instructions to be followed in planning, design, and construction of certain public improvements, formulated and enforced by the manager, public works director and other city departments, and duly approved by the council.

"Public utility" means underground, aboveground or overhead facilities furnishing to the public under state or municipal regulations, electricity, gas, steam, communications, water, drainage, flood control, irrigation, garbage or trash disposal and sewage disposal; also, such person, firm, corporation or municipal department or board, as the context indicates.

"Rear lot line" means the lot line opposite and farthest from the front lot line; for a pointed or irregular lot, the rear lot line shall be an imaginary line, parallel to and farthest from the front lot line, not less than ten (10) feet long and wholly within the lot.

"Recorded plat" means a final plat bearing all of the certificates of approval required by this chapter and state law.

"Resubdivision" means the redesign or recombination of a group of lots of record, or of an entire recorded subdivision, not involving a new street and not creating any additional lots; or, the division into more than two (2) parts of any lot, tract or parcel of land, the boundaries of which have been fixed by a recorded plat, whether or not a new street is involved, provided, however, that the transfer of ownership of parcels or strips of land to or between adjoining property owners where such transfer does not create additional lots, shall not be deemed resubdivision.

"Side lot lines" means any lot line other than a front or rear lot line; in the case of a corner lot, the lot line abutting the side street is termed an exterior side lot line; all other side lot lines are termed interior side lot lines.

"Street" means any street, avenue, boulevard, road, lane, parkway, place, drive, easement for access or other vehicular way which is an existing state, county or municipal roadway; or, a street or vehicular way shown on a plat heretofore approved pursuant to law or by official action; or, a street or vehicular way in a plat duly filed and recorded in the county recorder's office. A street includes all land within the right-of-way whether improved or unimproved, pavement, shoulders, curbs, gutters, sidewalks, parking space, bridges, viaducts, lawns and trees.

"Street line" means a line describing the boundaries of a street right-of-way.

"Subdivider" means the person who makes application and initiates proceedings for the subdivision of land in accordance with this chapter; provided, that an individual serving as agent for a legal entity shall not be deemed the subdivider.

"Subdivision" means improved or unimproved land divided for the purpose of financing, sale or lease, whether immediate or future, into four (4) or more lots, tracts or parcels of land, or if a new street is involved, any such property which is divided into two (2) or more lots, tracts or parcels of land, or, any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than two (2) parts. The term "subdivision" also includes any condominium, cooperative, community apartment, townhouse, or similar project containing four (4) or more parcels, in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit located thereon, but plats of such projects need not show the buildings or the manner in which the buildings or airspace above the property shown on the plat are to be divided. The term subdivision shall not include the following:

- (1) The sale or exchange of parcels of land to or between adjoining property owners if such sale or exchange does not create additional lots.
- (2) The partitioning of land in accordance with statutes other than Arizona Revised Statutes, Title 9, Article 6.2 regulating the partitioning of land held in common ownership.
- (3) The leasing of apartments, offices, stores or similar space within a building or trailer park, nor to mineral, oil or gas leases.

"Useable lot area" means that portion of a lot useable for or reasonably adaptable to the normal use for which the lot is intended, and not including area which is covered by water, is excessively steep, or

has its normal use restricted by certain types of easements. (Code 1971, §§ 13-2-1—13-2-9; Ord. No. 780-01, § 1, 4-16-01)

22-2 - Administration.

The city planning commission is hereby authorized to receive, process and otherwise act upon preliminary and final subdivision plats in accordance with this chapter. The city manager, the public works director, and the county health officer are hereby designated as advisory agents to the commission and the council in matters referred to them in accordance with this chapter. (Code 1971, § 13-1-1)

22-3 - Interpretation.

Where this chapter imposes a greater restriction upon land, land improvement or development, and land use, than is imposed or required by existing provisions of law, ordinance, contract or deed, this chapter shall control. (Code 1971, § 13-1-2)

22-4 - Platting required.

No person shall, for the purpose of circumventing this chapter, hereafter sell, offer to sell or divide any lot, piece or parcel of land which constitutes a subdivision or part thereof, as defined herein, without first having recorded a plat thereof in accordance with this chapter. (Code 1971, § 13-1-3)

22-5 - Appeals.

- (a) Where there exist extraordinary conditions of topography, land ownership, adjacent development or other similar circumstances not provided for in this chapter, the commission may, upon appeal of the subdivider, modify the enforcement of this chapter in such manner and to such extent as it deems appropriate to the public interest. Such appeal shall be submitted to the commission in conjunction with filing of the preliminary plat.
- (b) In the event that an appeal for modification of enforcement of this chapter does not receive affirmative action by the commission, the subdivider may file such appeal with the city clerk, and upon hearing, the council may make such modifications as it deems proper. The commission shall be represented at such hearing and make known to the council its recommendations and reasons for denial of the appeal.
- (c) In modifying the standards or requirements set forth in this chapter, the commission and the council may make such additional requirements as are deemed necessary to secure substantially the objectives of the standards or requirements so modified. (Code 1971, §§ 13-6-1—13-6-3)

22-6 - Fees

Fees related to any required application or for any services set forth in this chapter shall be adopted by resolution of the city council. A copy of the then-current adopted fee schedule shall be maintained at all times in the development services department. (Ord. No. 784-01, § 3, 5-7-01)

22-7—22-20 - Reserved.

Article II - PLATTING PROCEDURES AND REQUIREMENTS

Sections:

Division 1. - Generally

22-21 - Outline of procedures.

The preparation, submission, review and official action concerning all subdivision plats for locations within the city proceed through the following progressive stages:

- (1) Preapplication stage;
- (2) Preliminary plat stage;
- (3) Final plat stage. (Code 1971, § 13-3-1)

22-22 - Subdivision committee.

A subdivision committee, composed of the manager, public works director and two (2) members of the commission designated by the chairman, is hereby delegated authority to represent the commission in preapplication conferences and investigations and to perform such other functions as may be assigned by the chairman of the commission. (Code 1971, § 13-3-2(A))

22-23—22-30 - Reserved.

Division 2. - Preapplication Stage

22-31 - Generally.

The preapplication stage of subdivision planning comprises an investigatory period preceding preparation of the preliminary plat. If, during this stage, it is determined that a change in zoning will be proposed for all or part of the tract, the subdivider should prepare to initiate an application for zoning amendment simultaneously with submission of preliminary plat. This division shall apply to the preapplication stage. (Code 1971, § 13-3-2)

22-32 - Actions by the subdivider.

The subdivider shall confer with the department and present informally a general outline of his proposal, including but not limited to:

- (1) Sketch plans and ideas regarding land use, street and lot arrangement, and tentative lot sizes.
- (2) Tentative proposals regarding utility and street improvements. (Code 1971, § 13-3-2(B))

22-33 - Actions by the subdivision committee.

The subdivision committee shall advise the subdivider of procedures, design and improvement standards, and platting requirements. The committee shall investigate the following aspects of the proposal and report its recommendations to the subdivider:

- (1) Existing zoning or proposed zoning amendment.
- (2) Adequacy of existing and proposed school, recreation and other public sites.
- (3) Existing and proposed street and utility systems, existing and proposed uses of adjoining lands and any special problems such as topography, drainage and flooding. (Code 1971, § 13-3-2(C))

22-34—22-40 - Reserved.

Division 3. - Preliminary Plat Stage

22-41 - Generally.

The preliminary plat stage includes preparation, submission, review and approval of the preliminary plat. Processing will be expedited by submission of all information essential to determining the intended character and general acceptability of the proposal. This division shall apply to the preliminary plat stage. (Code 1971, § 13-3-3)

22-42 - Preliminary plat submission.

- (a) An application for preliminary plat approval, together with five (5) copies of the preliminary plat and required supporting data, prepared in accordance with section 22-46, shall be filed with the manager at least fourteen (14) days prior to the regular commission meeting at which the subdivider desires to be heard.
- (b) The preliminary plat shall be designed to meet all requirements of the zoning district in which it is located; however, in the event that an amendment of zoning is deemed necessary, such application shall accompany submission of preliminary plat. An application for zoning amendment may be heard by the commission at the same meeting as the preliminary plat but shall be acted upon separately. When a preliminary plat constitutes only one unit of a larger development intended for progressive platting, zoning amendment shall usually be limited to the area contained in the first plat.
- (c) Application for plat approval shall include payment to the city of a filing fee according to the fee schedule adopted by the city council. The filing fee shall also cover filing of an amended or revised preliminary plat when processed as the same case. The filing fee shall not be refundable.
- (d) If it meets all requirements of section 22-46, the application shall be assigned a case number; otherwise, it shall be rejected and the subdivider notified as to the deficiencies. (Code 1971, § 13-3-3(A); Ord. No. 441, § 1, 9-6-88; Ord. No. 784-01, § 2, 5-7-01)

22-43 - Preliminary plat review.

- (a) The subdivision committee shall review the preliminary plat for compliance to provisions of this chapter and distribute copies of the plat to:
 - (1) The public works director, for review of street plans, drainage, flood control, water supply and sewage disposal proposals.
 - (2) Superintendents of the elementary and high school districts, for their information.
- (b) The committee shall summarize its recommendations for modification or change may be sufficiently important to postpone commission action until the problem has been resolved with the subdivider. (Code 1971, § 13-3-3(B))

22-44 - Commission hearing and action.

- (a) If all requirements of this chapter have been met, the commission shall consider the preliminary plat at a regular meeting within thirty (30) days of the filing date.
- (b) If satisfied that all objectives of these regulations have been met, the commission shall find preliminary approval, and the chairman shall note such approval on three (3) copies of the plat, returning one to the subdivider, retaining one in the commission files, and holding one for review by public utilities.
- (c) If the plat is generally acceptable but requires minor revision before preparation of the final plat, the commission shall find conditional approval and specify the required revisions in its meeting minutes.
- (d) If the commission determines that the plat contains major deficiencies and if the subdivider agrees to correct such deficiencies, the case may be held over pending revision, resubmission and reprocessing; otherwise, the plat shall be rejected. If the commission rejects the plat, reasons for rejection shall be recorded in the minutes and thereafter, any new filing of a plat for the same tract,

or any part thereof, shall follow normal procedures and be subject to a new filing fee. (Code 1971, § 13-3-3(C))

22-45 - Significance of approval.

Approval of a preliminary plat constitutes authorization for the subdivider to proceed with the preparation of the final plat and engineering plans. Preliminary approval is valid for a period of twelve (12) months from date, and may be extended once for six (6) months at the discretion of the commission. The subdivider may submit the final plat, or any part thereof, on or before the expiration date. If approval expires prior to filing of final plat, the preliminary plat shall be resubmitted for approval as a new case, and a new fee paid. If the manager's review of a resubmitted plat reveals no substantial change from the previously approved preliminary plat, and that conditions under which previous approval was granted have not changed, the filing fee shall be refunded and the resubmitted plat scheduled for hearing by the commission at its first regular meeting thereafter. (Code 1971, § 13-3-3(D))

22-46 - Information required for preliminary plat submission.

- (a) Preliminary plat information shall be presented on one or more plan sheets with written data entered directly thereon or contained in letters attached thereto. All mapped data for the same plat shall be drawn at the same standard engineering scale, said scale having no more than one hundred (100) feet to the inch.
- (b) The following shall be shown on the plat:
 - (1) The proposed subdivision name; location by section, township and range; reference by dimension and bearing to a section corner or one fourth section corner.
 - (2) The name, address and phone number of subdivider.
 - (3) The name, address and phone number of person preparing plat.
 - (4) The scale, north point and date of preparation, including any revision dates.
 - (5) Topography by contours, related to USGS survey datum or other datum approved by the city, shown on the same sheet as the subdivision layout. Contour interval shall usually be two (2) feet for grades up to five (5) percent, five (5) feet for grades five (5) to ten (10) percent and ten (10) feet for grades over ten (10) percent.
 - (6) Precise location of water wells; washes and drainage ditches, including direction of flow; location and extent of areas subject to inundation and data regarding frequency of inundation.
 - (7) Location, widths and names of all platted streets, alleys, utility rights-of-way of public record; public areas, and permanent structures to be retained; within or adjacent to tract.
 - (8) Name, book and page numbers of recorded plats abutting the tract or across a boundary street.
 - (9) Dimensions of tract boundaries and the acreage of tract.
 - (10) Street layout, including location and width of all streets, alleys, crosswalks and easements; proposed names of streets.
 - (11) Lot layout, including scaled dimensions of typical lots; width and depth of all corner lots and lots on street curves; each lot numbered consecutively; total number of lots.
 - (12) Location, width and proposed use of easements.
 - (13) Location, extent and proposed use of all land to be dedicated or reserved for public use.
 - (14) Location and boundary of all existing and proposed zoning classifications.
 - (15) Draft of proposed deed restrictions.

(16) All lots shall be provided public water supply and sanitary sewerage. Preliminary drainage calculations and layout of proposed storm drainage system shall be submitted, including location of outlets. (Code 1971, § 13-3-3(E))

22-47—22-55 - Reserved.

Division 4. - Final Plat Stage

22-56 - Generally.

The final plat stage includes final design of the subdivision, engineering of public improvements, and submittal of plat and plans by the subdivider, plat review by the manager and the commission, and final hearing by the council. This division shall apply to the final plat stage. (Code 1971, § 13-3-4)

22-57 - Presubmission requirements.

- (a) The final plat shall meet all requirements of the zoning district in which it is located; any necessary zoning amendment shall have been adopted by the council prior to filing of the final plat.
- (b) The final plat shall conform closely to the approved preliminary plat and be prepared in accordance with Section 22-46.
- (c) Final plat submission shall include letters signifying approval of utility easements by the public utilities. (Code 1971, § 13-3-4(A))

22-58 - Final plat submission.

The final plat and four (4) true copies thereof, together with the recordation fee, shall be filed with the manager at least twenty-one (21) days prior to the council meeting at which the case is to be heard. The city clerk shall record the date of filing and immediately transmit the submittal to the manager. (Code 1971, § 13-3-4(B))

22-59 - Final plat review.

The manager shall check the submittal of the final plat for completeness; if incomplete, it shall be returned to the clerk, the filing date shall be voided, and the subdivider so notified. If complete, and if the final plat substantially conforms to the approved preliminary plat, the manager shall summarize his recommendations for presentation to the council. (Code 1971, § 13-3-4(C))

22-60 - Final plat approval and recordation.

- (a) Upon notification from the manager that the final plat is in order, the city clerk shall enter the case on the agenda of the next regular council meeting, whereupon the council shall approve or reject the plat.
- (b) If the council rejects the plat for any reason whatever, the reasons therefor shall be recorded in the minutes. If the council approves the plat, the city clerk shall transcribe a certificate of approval upon the plat, first making sure that the other certificates required in Section 22-46 have been duly executed.
- (c) The city clerk shall then record the plat in the county recorder's office and pay the recordation fee. Two (2) copies of the recorded plat shall be retained in the commission file. (Code 1971, § 13-3-4(D))

22-61 - Information required for final plat submission.

The following information is required for the final plat submission:

- (1) The final plat shall be drawn in india ink on linen, plastic or other non-shrinking material on sheets of eighteen (18) inch by twenty-five (25) inch proportions.
- (2) The plat shall be drawn to an accurate scale having not more than one hundred (100) feet to an inch.
- (3) Copies of the final plat shall be reproduced in the form of blue-line or black-line prints on a white background.
- (4) Name of subdivision and location by section, township, range and county.
- (5) Name, address and registration number or seal of the registered professional engineer or registered land surveyor preparing the plat.
- (6) Scale, north point and date of plat preparation.
- (7) Boundaries of the tract fully balanced and closed, showing all bearings and distances, determined by an accurate survey in the field; all dimensions expressed in feet and decimals thereof.
- (8) Any exceptions within the plat boundaries located by bearings and distances expressed in feet and decimals thereof, determined by an accurate survey in the field.
- (9) Location and description of coordinal points to which all dimensions, angles, bearings and similar data on the plat are referenced; two (2) corners of the subdivision traverse shall be tied by course and distance to separate section corners or quarter-section corners.
- (10) Location and description of all physical encroachments upon the boundaries of the tract.
- (11) Name, right-of-way lines, courses, lengths, width of all public streets, alleys, crosswalks, and utility easements; radii, points of tangency, and central angles of all curvilinear streets and alleys; radii of all rounded street line intersections.
- (12) All drainageways, designated as such and dedicated to the public.
- (13) All utility and public service easements, including any limitations of easements; and construction within such easements shall be limited to utilities, landscaping and wood, wire or removable section type fences.
- (14) Location and all dimensions of all lots.
- (15) All lots numbered consecutively throughout the plat; exceptions and tracts shall be dimensioned and identified by letter or number.
- (16) Location, dimensions, bearings, radii, arcs and central angles of all sites to be dedicated to the public and the use specified.
- (17) Location of all adjoining subdivisions with date, book and page number of recordation noted, or if unrecorded, so marked.
- (18) Any private deed restrictions to be imposed upon the plat or any parts thereof, typewritten and attached to the plat and to each copy thereof.
- (19) Statement of dedication of all streets, alleys, crosswalks, drainageways and easements for public purposes by the owners and wives of the owners; if lands to be dedicated are mortgaged, the mortgagee shall also sign the plat. Dedication shall include a written description by section, township and range of the tract. If the plat contains private streets, public utilities shall be reserved the right to install and maintain utilities in the street rights-of-way.
- (20) Certification by the registered professional engineer or registered land surveyor making the plat that is correct and accurate, and that the monuments described in it have been located as described.

- (21) Certificates of approval by the manager and the commission.
- (22) Certificate of approval of the council by the city clerk.
- (23) Certification of recordation by the county recorder. (Code 1971, § 13-3-4(E))

Division 5. - Minor Land Divisions

22-62 - In general.

- (a) For the purpose of this article, a minor land division shall constitute the following acts, and shall be subject to the provisions of this article:
 - (1) "Land splits" meaning the division of improved or unimproved land into two or three tracts or parcels of land for the purpose of sale or lease.
 - (2) The division of improved or unimproved land or lands for the purpose of financing, sale or lease, whether immediate or future, into two (2) or three (3) lots, tracts, or parcels of land, and when a new street is not involved.
 - (3) The division of improved or unimproved land or lands for the purpose of financing, sale or lease, whether immediate or future, into more than two (2) parts, and when the boundaries of such property have been fixed by a recorded plat.
- (b) The preparation, submittal, review, and approval of all minor land divisions located within the city shall proceed through the following progressive stages, except when otherwise provided herein:
 - (1) Pre-application conference with the City of Avondale Development Services Department project manager, who shall be the development services director or authorized designee.
 - (2) Submittal of the minor land division application and map by the applicant and subsequent review through the project manager.
 - (3) Approval of the application by the development services department.
 - (4) Recordation of the approved minor land division. (Ord. No. 780-01, § 2, 4-16-01)

22-63 - Pre-application conference.

The pre-application conference stage of minor land division review is an investigatory period preceding the preparation and submittal of the minor land division application. The applicant shall initially present his proposal to the project manager who shall advise the applicant of specific public objectives, standards, and regulations related to the property and the procedure for minor land division review. (Ord. No. 780-01, § 2, 4-16-01)

22-64 - Minor land divisions design standards and requirements.

- (a) All minor land divisions shall be in general conformity with the lot, street, block, alley, and easement design standards and requirements specified for subdivisions in article III of this chapter. All lots created by a minor land division shall conform to existing zoning and the city general plan.
- (b) All minor land divisions shall be designed to comply with the requirements of the specific zoning district within which the divided property is located.
- (c) No lot or parcel shall be divided in such a way that any division of such lot or parcel shall contain more dwelling units than are permitted by the zoning regulations of the district within which the lot is situated. (Ord. No. 780-01, § 2, 4-16-01)

22-65 - Minimum required minor land division improvements.

Except where otherwise provided in this section, it shall be the responsibility and duty of the applicant to improve or agree to improve all streets, pedestrian ways, alleys, and easements in the minor land division and adjacent thereto required to service the minor land division, and such other improvements as specified for subdivisions in article III and article IV of this chapter. No permanent improvement work shall be commenced until improvement plans and profiles have been approved by the project manager. Improvements shall be installed to the permanent line and grade to the satisfaction of the city engineer and in accordance with the city engineering design guidelines. (Ord. No. 780-01, § 2, 4-16-01)

22-66 - Minor land division applications and review.

- (a) Submittal requirements. The applicant shall submit the following materials to the project manager for review:
- (1) Three (3) copies of the minor land division map, reproduced in the form of blue or black line prints on a white background, containing the following information:
 - (i) Notation of the map as "A minor land division map for (applicant's name)."
 - (ii) Location by quarter-section, section, township, and range.
 - (iii) Legal description of the property involved.
 - (iv) Name, address, and phone number of applicant.
 - (v) Scale, north point, and dates of preparation and revisions.
 - (vi) Existing street dedications, utility easements, and lot lines of all adjacent properties indicated by subdivision name and Maricopa County Recorder's Office Book and Page number; unsubdivided land must be identified as such.
 - (vii) Name, address, registration number, and seal of the registered land surveyor or engineer preparing the map.
 - (viii) Boundaries of the tract to be divided fully balanced and closed showing all bearings and distances determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.
 - (ix) Location and description of cardinal points of primary interest to which all dimensions, angles, bearings, and similar data on the map shall be referenced. One corner of the minor land division map shall be tied by course and distance to a survey monument approved by the city engineer.
 - (x) All existing and proposed drainage structures and natural drainage features, if required by the project manager.
 - (xi) All existing irrigation structures on the property to be divided.
 - (xii) Location and dimensions of all lots within the minor land division map. All sides of the proposed lots shall be identified by bearings and distances.
 - (xiii) All lots, identified by number or letter.
 - (xiv) Proposed street dedications and public utility easements, identified by course, length and width.
 - (xv) The following certifications:
 - a. Certification by a registered land surveyor or engineer preparing the map that the map is correct and accurate and that the monuments described in it have been located as described.
 - b. Certification of map approval by the city engineer.
 - (2) A completed minor land division application form.

- (3) A nonrefundable minor land division application filing fee to compensate the city for the costs of examining and processing the minor land division application and subsequent field inspections. The required fee for minor land division applications shall be approved by resolution of the city council.
 - (4) Any information required as part of the minor land division submittal shall be shown (i) graphically, (ii) by note on plans, (iii) by letter or (iv) by a combination of the foregoing, and may comprise several sheets showing various elements of the required data.
 - (5) An ALTA survey, preliminary title report and deed or other instrument showing proper title to the land to be divided.
- (b) Application review process. The applicant shall submit all of the documents, information, data, and other requirements for minor land division application approval to the project manager and shall furnish any additional information and materials relevant to the application that the project manager reasonably believes are necessary in order to understand the subject matter of the application and to ensure compliance with the requirements of this article. Compliance shall be determined by the project manager.
- (1) All submittals shall be checked by the project manager for completeness. If incomplete as to the requirements set forth in this article, the submittal may be rejected and returned to the applicant for revision and resubmittal.
 - (2) The procedures for approval, modification, or disapproval of minor land division applications shall be as follows:
 - (i) Approval:
 - a. If the project manager approves the minor land division application, the city engineer shall transcribe a certificate of approval upon the map, indicating that: (i) all conditions of approval have been met, (ii) the other required certifications have been duly signed and (iii) that any instruments for required street right-of-way dedications have been prepared, executed and duly recorded.
 - b. After the project manager approval of the minor land division, certification of approval by the city engineer and compliance with sections 22-67 and 22-68 hereof, the applicant shall pay to the city the fee charged by the Maricopa County Recorder for the recordation of the map, and the city shall then record the map with the Maricopa County Recorder.
 - (ii) Modification: If the project manager finds that the minor land division application requires further modification, the application shall be returned to the applicant for necessary modification. Such modification(s) must be completed within thirty (30) days of the return to the applicant or will require a new submittal.
 - (iii) Denial: If the project manager disapproves of the minor land division application, the applicant will be furnished a letter stating the reasons for the denial. The application may be refiled if suitable revisions can be made to resolve the conflicts noted by the project manager as originally proposed without additional fee if refiled within thirty (30) calendar days of the project manager's denial. (Ord. No. 780-01, § 2, 4-16-01)

22-67 - Engineering plans for minor land divisions.

- (a) If improvements are required for minor land divisions pursuant to section 22-65 herein, the applicant shall be responsible for the preparation of a complete set of engineering plans, prepared by an Arizona registered civil engineer, in a form satisfactory to the project manager, for the construction of the required improvements. The plans shall be prepared in conjunction with the minor land division map.
- (b) The minor land division map shall not be recorded until all engineering plans for the recorded improvements have been approved by the project manager. (Ord. No. 780-01, § 2, 4-16-01)

22-68 - Assurance for the construction of minor land division improvements.

If improvements are required for the minor land division pursuant to section 22-65 herein, no building permit for any lot created will be issued until such improvements are completed and the work accepted by the city engineer. Required improvements may be waived by the project manager if the applicant provides a performance bond or other assurance of construction, in a form approved by the city attorney or if all such required improvements have been completed and paid for, as determined by the city engineer. (Ord. No. 780-01, § 2, 4-16-01)

22-69—22-75 - Reserved.

Article III - SUBDIVISION DESIGN STANDARDS

Sections:

22-76 - Compliance with other laws and ordinances.

Every subdivision shall conform to requirements and objectives of the community development plan, or any parts thereof, as adopted by the council, to the zoning ordinance, to other ordinances and regulations of the city, and to the Arizona Revised Statutes, as amended. (Code 1971, § 13-4-1)

22-77 - Dedication of parks.

Where the tract contains all or any part of the site of a school, park or other public site, as shown on the community development plan or as recommended by the commission, such site shall either be dedicated to the public or reserved for acquisition by the public within a specified period of time. An agreement shall be reached between the subdivider and the appropriate public agency regarding time, method and cost of such acquisition. In the event of failure to reach such agreement within a reasonable period of time for reasons satisfactory to the commission, the commission may determine that requirements of this section have been met. (Code 1971, § 13-4-2)

22-78 - Land subject to flooding.*

Land subject to periodic flooding, or land which cannot be properly drained, or other land which, in the opinion of the commission, is unsuitable for the proposed use, shall not be subdivided; however, the commission may approve subdivision of such land upon receipt of evidence from a registered civil engineer, retained by the city, that the construction of specific improvements can be expected to render the land useable, in which event construction upon such land shall be prohibited until the specified improvements have been acceptably planned and construction has been guaranteed. (Code 1971, 13-4-3)

Cross reference— Subdivisions in flood hazard areas, § 8-41 et seq.

22-79 - Street location and arrangement.

- (a) Whenever the tract embraces any part of a street designated in the most recent adopted version of the Avondale Transportation Plan, such street shall be platted in conformity therewith.
- (b) Street layout shall provide for the continuation of existing collector streets in adjacent areas, and such other streets as the commission may designate.

- (c) Whenever the tract is located within an area for which a neighborhood plan has been approved by the commission, the street arrangement shall conform substantially to that plan.
- (d) Certain proposed streets, as designated by the commission, shall be extended to the tract boundary to provide future connection with adjoining unplatted lands. In general, these extensions should not be farther apart than the maximum permitted length of a block, as specified in subsection (e) of Section 22-80.
- (e) Local streets shall be so arranged as to discourage their use by traffic originating outside the immediate area.
- (f) When a proposed subdivision abuts or contains an existing or proposed arterial route, the commission may require marginal access streets or reverse frontage with non-access easements along the arterial route, or such other treatment as may be justified for protection of properties from the nuisance and hazard of high volume traffic and for preservation of the traffic function of the arterial route.
- (g) When a residential subdivision abuts the right-of-way of a railroad or limited access highway or abuts a commercial or industrial land use, the commission may recommend location of a street approximately parallel to such right-of-way or use at a distance suitable for appropriate use of intervening land, such distance being determined with due regard for approach grades, drainage, bridges or future grade separations.
- (h) Streets shall be so arranged in relation to existing topography as to produce desirable lots of maximum utility and streets of reasonable gradient, and to facilitate adequate drainage.
- (i) Except where alleys are justified by special conditions, they are not considered appropriate in residential subdivisions; however, continuation to a logical outlet of an existing dead-end alley in an adjoining subdivision and the extension of an existing alley pattern where underground utilities are located in alleys shall be considered justifying conditions. All alleys shall conform to the alley requirements set forth in the most recent adopted version of the city's General Engineering Requirements Manual.
- (j) Half-streets are discouraged except where necessary to provide rights-of-way required by the major streets plan, to complete a street pattern already begun, or to ensure reasonable development of an adjoining unplatted parcel. Where a half-street exists abutting the tract and said half-street furnishes the sole access to residential lots, the remaining half-street shall be platted within the tract. (Code 1971, § 13-4-4; Ord. No. 1289-208, § 3, 2-4-08)

22-80 - Street design.

All streets shall be designed in accordance with the most recent version of the city's adopted General Engineering Requirements Manual and City of Avondale Supplement to Maricopa Association of Governments Uniform Standard Specifications and Details. (Code 1971, § 13-4-5; Ord. No. 1289-208, § 4, 2-4-08)

22-81 - Lots.

- (a) Lot width, depth and area shall comply with the minimum requirements of the zoning ordinance; however, where drainage problems exist or prevail, the commission may require special lot width, depth and area exceeding minimum requirements of the zoning district. Depth-to-width ratio of the useable area of a lot shall usually be not greater than three (3) to one.
- (b) Side lot lines shall be substantially at right angles or radial to street lines, except where other treatment can be justified.
- (c) Every lot shall abut upon a public street furnishing satisfactory access to another existing public street; except that where special circumstances justify, private streets may be permitted provided that they are constructed to standards acceptable to the city, are contained in a permanent private easement, and responsibility for continued maintenance is vested in a corporation of lot owners.

- (d) Single-family residential lots extending through the block and having frontage on two non-intersecting streets shall be prohibited. Reverse frontage along any street shall be prohibited except where expressly permitted in accordance with this article or where otherwise justified in the opinion of the commission. (Code 1971, § 13-4-6)

22-82 - Easements.

- (a) Easements for utilities shall be provided as follows:
 - (1) Where alleys are provided, four (4) feet for aerial overhang on each side of alley, provided for by dedication but not delineated on plat.
 - (2) Where no alley is provided, six (6) feet on each side of rear and side lot lines.
 - (3) Along side lot lines, where determined necessary by the public utility, one foot on each side of lot lines for underground street lighting circuits.
 - (4) Guy and anchor easements, one foot on each side of a lot line and approximately thirty-five (35) feet in length measured from the rear lot line in locations designated by the public utility.
- (b) For lots facing on curvilinear streets, utility easements or alleys shall usually consist of a series of straight lines with points of deflection not less than one hundred twenty (120) feet apart, said points of deflection not always occurring at the junction of side and rear lot lines on the side of the exterior angle; however, curvilinear easements or alleys may be employed, providing that the minimum radii of center lines are not less than eight hundred (800) feet.
- (c) Where an important surface drainage course abuts or crosses the tract, dedication of a public drainageway of a width sufficient to permit widening, deepening, relocating or protecting such drainage course shall be required.
- (d) Land within a public street or drainageway, or land within an easement for major power transmission (tower) lines or pipelines shall not be considered a part of the useable lot area except where lots exceed one-half acre in area; provided that this shall not be applicable to land included in utility easements for distribution or service purposes.
- (e) Lots arranged to back to major streets, railroads, or commercial or industrial districts, as provided in subsection (f) of Section 22-79, shall have a recorded non-access private easement one foot wide along the rear lot line. (Code 1971, § 13-4-7)

22-83 - Street names.*

Street names shall be consistent with the natural alignment and extension of existing names streets; new street names shall not duplicate or be closely similar to any existing street name. (Code 1971, § 13-4-8)

Cross reference— Street naming and building numbering systems, § 19-36.

22-84—22-95 - Reserved.

Article IV - STREET AND UTILITY IMPROVEMENT REQUIREMENTS

Sections:

22-96 - Purpose.

It is the purpose of this article to establish in outline the minimum acceptable standards for improvement of public streets and utilities, to define the responsibility of the subdivider in the planning, construction and financing of public improvements, and to establish procedures for review and approval of engineering plans. (Code 1971, § 13-5-1)

22-97 - Responsibility for improvements.

The planning, construction and financing of all required sidewalks, curbs, gutters, pavements, sanitary sewers, storm sewers, water mains, fire hydrants and drainage structures shall be the responsibility of the subdivider, and shall comply with public improvement standards adopted by the council; provided, however, that he may meet such requirements by participation in an improvement district approved by the city. (Code 1971, § 13-5-2)

22-98 - Engineering plans.

The subdivider shall be responsible for having a registered engineer prepare a complete set of engineering plans, satisfactory to the city, for construction of required improvements. Such plans shall be based on the approved preliminary plat and be prepared in conjunction with the final plat. Engineering plans shall have been approved by the manager prior to recordation of the final. (Code 1971, § 13-5-3)

22-99 - Construction and inspection.

- (a) All improvements in the public right-of-way shall be constructed under inspection and approval of the public works director. Construction shall not be commenced until a permit has been issued for such construction, and if work has been discontinued for any reason, it shall not be resumed until after notifying the public works director in advance.
- (b) All underground utilities to be installed in streets shall be constructed prior to the surfacing of such streets. Service stubs to platted lots within the subdivision for underground utilities shall be placed to such length as to avoid disturbance of street improvements when service connections are made. (Code 1971, § 13-5-4)

22-100 - Streets and alleys.

All streets and alleys within the subdivision shall be graded and surfaced to standards approved by the manager. Where there are existing streets adjacent to the subdivision, proposed streets shall be improved to the intercepting paving line of such existing streets. Temporary dead-end streets serving more than four (4) lots shall be provided a graded and surfaced temporary turning circle. (Code 1971, § 13-5-5(A))

22-101 - Curbs.

Portland cement concrete curb, curb-and-gutter, or other pavement edging, as designated by approved engineering plans, shall be installed in accordance with approved city standards. (Code 1971, § 13-5-5(B))

22-102 - Sidewalks.

Portland cement concrete sidewalks shall be constructed to a width, line, and grade approved by the public works director in accordance with approved city standards. Where lots are one-half acre or larger in area, the commission may recommend that requirement of a sidewalk on one or both sides be waived. (Code 1971, § 13-5-5(C))

22-103 - Crosswalks.

Portland cement concrete crosswalks through blocks shall be constructed to a line and grade approved by the public works director in accordance with approved city standards. Where lots are one-

half acre or longer in area, the commission may recommend that requirement of sidewalk on one or both sides be waived. (Code 1971, § 13-5-5(D))

22-104 - Street name signs.

Street name signs shall be installed at all street intersections by the time the street pavement is ready for use; design, construction, location and installation shall comply with approved city standards. (Code 1971, § 13-5-5(E))

22-105 - Storm drainage.

Adequate provision shall be made for disposal of storm waters from both private lots and public streets and to avoid impoundment at any point within the subdivision. Existing major surface drainage courses shall be maintained and dedicated as drainageways. The type, extent, location and capacity of drainage facilities shall be determined for the individual subdivision by the manager and shall be constructed in accordance with approved city standards. Where storm water is discharged into any outlet not directly controlled by the city, the subdivider shall submit satisfactory evidence that the use of such outlet is approved by the owner or custodian thereof. (Code 1971, § 13-5-5(F))

22-106 - Sewage disposal.*

A public or community sanitary sewerage system shall be installed in all subdivisions and shall be constructed to plans, profiles and specifications approved by the public works director. (Code 1971, § 13-5-5(G))

Cross reference— Sewers in subdivisions, § 24-73.

22-107 - Water supply.

Each lot shall be supplied with safe, pure and potable water in sufficient volume and pressure for domestic use and fire protection by a public water system planned and constructed to approved city standards. (Code 1971, § 13-5-5(H))

22-108 - Monuments.

Permanent monuments shall be installed in accordance with current city standards at all corners, angle points and points of curve, and at all street intersections. After all improvements have been installed, the subdivider shall be responsible for having a registered land surveyor or engineer check the location of monuments and certify as to their accuracy. (Code 1971, § 13-5-5(I))

22-109 - Corner markers.

Iron pipe shall be set at all corners, angle points and points of curve for each lot within the subdivision prior to the recordation of the plat. (Code 1971, § 13-5-5(J))

22-110 - Electric and telephone utilities.

All electric lines less than sixty-nine (69) KVA capacity and all telephone lines shall be installed underground unless, upon recommendation of the commission, the city council finds that, due to subsurface soil conditions, it is impractical to do so. The subdivider shall be responsible for the requirements of this section and shall make the necessary arrangements with each of the public utility companies involved for the installation of underground facilities. Letters from each of the public utility companies indicating that said arrangements have been made shall be submitted to the city planning commission at the time the final subdivision plat is filed. When, as a part of the subdivision development, it is necessary to convert overhead facilities to underground facilities or to relocate existing facilities, the subdivider shall make the necessary arrangements with the serving utility for such conversion or

relocation and for the payment of the cost thereof. (Code 1971, § 13-5-5(K); Ord. No. 1289-208, § 5, 2-4-08)

22-111 - Submittal, review and approval of engineering plans.

Two (2) sets of engineering plans shall be filed with the manager simultaneously with filing of the final plat. Plans shall be reviewed by a registered engineer retained by the city and a certificate of approval filed with the city clerk prior to recordation of the plat. If engineering plans have not been approved within ninety (90) days after approval of the final plat, the council may require that the final plat be resubmitted. (Code 1971, § 13-5-6)

22-112 - Agreement to install improvements.

Upon approval of the final plat by the council, the subdivider shall execute and file an agreement between himself and the city specifying the period within which he or his agent or contractor will complete all required improvements to the satisfaction of the city. The agreement shall provide for inspection of all improvements by the city's engineer and reimbursement of the city by the subdivider for the actual costs of such inspections. The agreement may also provide for construction of improvements in units and for an extension of time under specified conditions. The council may require of the subdivider such further assurance of completion of improvements as may be justified in the interests of the future lot owners and the general public. (Code 1971, § 13-5-7)

CITY OF AVONDALE
SUBDIVISION REGULATIONS
AMENDED AND RESTATED
DECEMBER 14, 2015

Article VI

SUBDIVISION REGULATIONS

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Division 1. In General

19-100 Purpose.

The purpose of these regulations is to provide procedures consistent with State Law that promote the health, safety and general welfare and will allow for the orderly growth and harmonious development of the City of Avondale in a manner that:

- (a) Establishes and maintains safe and effective vehicular and non-vehicular circulation through coordinated Street, transit, bicycle and pedestrian systems with relation to major thoroughfares, adjoining Subdivisions, and public facilities.
- (b) Ensures the adequate provisions for utilities, drainage and storm water retention, and other health and safety requirements.
- (c) Ensures the provision for adequate sites for schools, recreation and open space, and other public facilities.
- (d) Implements the General Plan, any applicable Specific Area Plan, the Zoning Ordinance, design requirements, and all other codes, manuals, and ordinances of the City.
- (e) Achieves individual property Lots of reasonable utility and livability.
- (f) Promotes the conveyance of land by accurate legal description.

19-101 Platting or Division Required.

No division of land is permitted unless it conforms to the provisions of this Chapter. No person shall, for the purpose of circumventing this Chapter, sell, offer to sell or divide any Lot, piece or parcel of land without first having recorded a Plat or Minor Land Division thereof in accordance with this Chapter. The City does not recognize recorded divisions of land that have not first obtained City approval.

19-102 Request for Waiver.

Subdividers may request waivers of City Engineering Standards. Such waiver requests shall be submitted to the City Engineer or authorized designee with the applicable fee on a form supplied by the City not later than thirty (30) calendar days prior to consideration of the Preliminary Plat by the Development Review Committee. The Subdivider shall specifically identify the requirement that is requested for waiver or modification, list possible impacts caused by granting of the waiver or modification and identify proposed mitigation measures that address the possible impacts. A waiver may be approved by the City Engineer, following approval by the Development Review Committee, when any one or more of the following or similar conditions are present:

- (a) Inadequate right-of-way preventing access to adjacent properties.
- (b) Type and extent of existing Street improvements eliminate need for further Street improvements.
- (c) Inability to establish a proper Street grade or alignment.
- (d) Extraordinary conditions of land ownership or adjacent development.
- (e) Physical barriers such as excessive grade of terrain, washes, ditches, canals, buildings or other structures.
- (f) Special circumstances, such as, but not limited to, inclusion of Streets or Alleys in a larger improvement project the construction of which is imminent, or the property is in an established improvement district.

In modifying the standards or requirements set forth in this Chapter, the City Engineer or the Development Review Committee may make such additional requirements as are deemed necessary to secure substantially the objectives of the standards or requirements so modified.

19-103 Appeals.

- (a) An action or decision of the City Engineer or the Development Review Committee may be appealed by the Subdivider within fifteen (15) calendar days of the action. Upon written request of the applicant, the Zoning Administrator shall schedule the appeal hearing before a hearing officer appointed for the specific matter. The hearing officer shall review the decision and make a determination as to whether the applicable required findings have been met and approve, approve with stipulations, or deny the appeal.

- (b) Appeals shall be in writing on a form provided by the City and shall include only those items not agreed upon. An appeal will be heard within twenty one (21) calendar days from the date of submission of an appeal and the appeal fee. The City shall set the date, time, and location for the appeal hearing. Persons who have expressed an interest in attending the hearing shall be informed of the date, time, and location.
- (c) The hearing officer shall issue a decision on the appeal at the hearing, or the hearing may be continued to a later date if necessary. The decision of the hearing officer shall be final.

19-104 Fees.

Fees related to any required application or for any services set forth in this Chapter shall be adopted by the Council either by inclusion in the City’s annual budget or by separate resolution. A copy of the then-current adopted fee schedule shall be maintained at all times in the Development Services and Engineering Department.

19-105 Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Alley” means a passage way open to public travel, typically affording a secondary means of vehicular access to abutting Lots or upon which service entrances of building abut, but which is not intended for general traffic.

“Arterial Route” is a general term including freeways, expressways, major arterial Streets and interstate, state or county highways, and as otherwise defined in the City’s adopted Transportation Plan.

“Block” means a piece or parcel of land, or group of Lots, entirely surrounded by Streets, watercourses, railroads, or parks or a combination thereof.

“City Engineering Standards” means the most recently-adopted (by the City) editions of the following:

- (a) The City General Engineering Requirements Manual (GER)
- (b) The City of Avondale Supplement to Maricopa Association of Governments (MAG) Standard Specifications and Details for Public Works
- (c) The City Traffic Impact Analysis (TIA) Procedures
- (d) The International Fire Code
- (e) The City of Avondale Amendments to the International Fire Code
- (f) The MAG Standard Specifications and Details for Public Works

- (g) The City template for Storm Water Pollution Prevention Plans (SWPPP)
- (h) The Standard City Cover Sheets
- (i) The City of Phoenix Barricade Manual
- (j) The Manual of Uniform Traffic Control Devices
- (k) The American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets (the “Green Book”)

“City Master Planning Documents” means the latest editions (adopted by the City) of the following documents:

- (a) The General Plan
- (b) The Transportation Plan
- (c) The Water Master Plan
- (d) The Sewer Master Plan
- (e) City Center Specific Plan
- (f) Freeway Corridor Specific Plan
- (g) North Avondale Specific Plan
- (h) Tres Rios Greenway Specific Plan
- (i) Public Art Master Plan
- (j) Parks, Recreation Facility & Trails Master Plan
- (k) City Center Design Guidelines
- (l) Commercial/Industrial/Multi-Family Design Manual
- (m) Single Family Residential Design Manual
- (n) Street Tree Master Plan
- (o) Healthy Lifestyle Plan
- (p) Historic Avondale Design and Development Guidelines
- (q) Sustainability Plan

“Commission” means the City Planning Commission.

“Condominium” means a system of individual fee ownership units in a multi-unit structure or a division of the airspace between the finished walls, floor and ceiling surfaces, combined with joint ownership of common areas of the structure and land.

“Development Review Committee” means the committee comprised of the appropriate City staff to review and provide comment and direction on development applications.

“Engineering Plans” means plans, profiles, cross sections, specifications and other details of construction of public improvements, prepared by an Arizona registered engineer in accordance with the approved Preliminary Plat and in compliance with City Engineering Standards.

“Exception” means any parcel of land located within the boundaries of a Subdivision which is not included in the Plat.

“Final Plat” means a map of all or part of a Subdivision essentially conforming to an approved Preliminary Plat, prepared in accordance with all applicable state laws and this Chapter.

“Final Plat Approval” means approval of a Final Plat by the Council, as evidenced by certification thereon by the City Engineer or designee.

“General Plan” means the Avondale General Plan adopted by the Council and ratified by the Avondale voters pursuant to ARIZ. REV. STAT. § 9-461.05, as amended.

“Local Street” means a street serving the primary function of providing access to abutting property; including Marginal Access Streets and cul-de-sac Streets.

“Lot” means a parcel of land created legally through a Minor Land Division or Plat to be used as a unit under the provisions of the Zoning Ordinance, as shown in the records of the Maricopa County Recorder’s Office, and having its principal frontage on a Street.

“Map of Dedication” means a document that sets the location and gives the dimensions of tracts, rights-of-way and easements, including any dedications, and gives the name or letter to each on the map.

“Marginal Access Street” (also called a “frontage street” or “frontage road”) means a Local Street parallel and adjacent to an Arterial Route which provides access to abutting property, intercepts other Local Streets and controls access to the Arterial Route.

“Minor Land Division” is a division or alteration of improved or unimproved land or lands for the purpose of financing, sale or lease, whether immediate or future. All of the following shall be considered Minor Land Divisions: (i) land divisions into less than four (4) Lots, tracts or sites, and otherwise not meeting the requirements to be defined as a Subdivision under this Chapter, (ii) Lot line adjustments, (iii) Lot combinations or (iv) Maps of Dedication.

“Owner” means the person holding title to land by deed, or as vendee under land contract, or holding other title of record.

“Plat” means a map of a Subdivision.

“Preliminary Plat” means a preliminary map prepared in accordance with this Chapter and state law, including supporting data, indicating a proposed Subdivision design.

“Preliminary Plat Approval” means approval of a Preliminary Plat by the Commission, as evidenced by meeting minutes and noted upon copies of the Plat.

“Project Manager” means the assigned City staff member who has the overall responsibility of leading the project team from submittal through approval for all development applications related to a specific project.

“Recorded Plat” means a Final Plat bearing all of the certificates of approval required by this Chapter and state law that has been recorded in the Maricopa County Recorder’s Office.

“Street” means any roadway, avenue, boulevard, road, lane, parkway, place, drive, easement for access or other vehicular way which is an existing state, county or municipal roadway; or, an area designated as a Street or vehicular way shown on a Plat heretofore approved pursuant to law or by official action whether or not such Plat has been duly filed and recorded in the Maricopa County Recorder’s Office. A Street includes all land within the right-of-way whether improved or unimproved, pavement, shoulders, curbs, gutters, sidewalks, parking spaces, bridges, viaducts, and landscaping.

“Street Line” means a line describing the boundaries of a Street right-of-way.

“Street Tree Master Plan” means the document adopted by the Council on December 1, 2014, as may be subsequently amended, that provides the strategy for future tree replacement, growth, and best practices to ensure consistency in street trees throughout the City.

“Subdivider” means the person who makes application and initiates proceedings for the Subdivision of land in accordance with this Chapter; provided that an individual serving as agent for a legal entity shall not be deemed the Subdivider.

“Subdivision” means improved or unimproved land divided for the purpose of financing, sale or lease, whether immediate or future, into (i) four or more Lots, tracts or parcels of land, or (ii) two or more Lots, tracts or parcels of land if (a) a new Street is involved or (b) the land to be divided is within the boundaries of a Recorded Plat. The term “Subdivision” also includes any Condominium, cooperative, community apartment, townhouse, or similar project containing four or more parcels, in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit located thereon, but plats of such projects need not show the buildings or the manner in which the buildings or airspace above the property shown on the Plat are to be divided. The term Subdivision shall not include the following:

- (a) The sale or exchange of parcels of land to or between adjoining property Owners if such sale or exchange does not create additional Lots.
- (b) The partitioning of land in accordance with statutes other than Arizona Revised Statutes,

Title 9, Article 6.2 regulating the partitioning of land held in common ownership.

- (c) The leasing of apartments, offices, stores or similar space within a building or trailer park, nor to mineral, oil or gas leases.
- (d) A Minor Land Division as defined herein.

“Transportation Plan” means an adopted plan which provides locations and standards for development of the major Streets system of the City.

“Useable Lot Area” means that portion of a Lot useable for or reasonably adaptable to the normal use for which the Lot is intended, and not including area which is covered by water, is excessively steep, or has its normal use restricted by certain types of easements.

“Zoning Administrator” means the person designated by the City Manager to interpret and enforce the Zoning Ordinance.

“Zoning Ordinance” means the City of Avondale Zoning Ordinance, amended and restated November 18, 2013, as may be subsequently amended.

19-106 – 19-119 Reserved.

Division 2. Platting Procedures and Requirements

19-120 Outline of Procedures.

The preparation, submission, review and official action concerning all Subdivision Plats for locations within the City shall proceed through the following progressive stages:

- (a) Pre-application stage, as set forth in Section 19-80 above and 105 of the Zoning Ordinance.
- (b) Preliminary Plat stage.
- (c) Final Plat stage.

19-121 Preliminary Plat in General.

- (a) The Preliminary Plat stage includes preparation, submission, review and approval of the Preliminary Plat for all single-family residential developments.
- (b) Multi-family and non-residential developments will not be processed through the Preliminary Plat stage. These developments will go through the site plan process and either a Final Plat or a Minor Land Division will be required for division of Lots within the development.
- (c) The Preliminary Plat shall be designed to meet all requirements of the zoning district in which it is located; however, in the event that an amendment of zoning is deemed

necessary, such application shall accompany submission of Preliminary Plat. Any application for a zoning amendment must be approved by the Council prior to any action taken on the Preliminary Plat by the Commission.

19-122 Preliminary Plat Submission.

- (a) The Preliminary Plat shall be submitted in accordance with the procedures and requirements established by the Zoning Administrator and shall follow the Preliminary Plat Submittal Checklist. The Zoning Administrator or designee may request additional information concerning the property.
- (b) An application for Plat approval shall include payment to the City of a filing fee according to the fee schedule adopted by the Council. The filing fee shall also cover filing of an amended or revised Preliminary Plat when processed as the same case. The filing fee shall not be refundable.
- (c) Preliminary Plat information shall be presented on one or more plan sheets with written data entered directly thereon or contained in letters attached thereto and in accordance with all application requirements, the City Engineering Standards, and all applicable codes, ordinances, and plans.
- (d) At minimum the following shall be shown on the Preliminary Plat:
 - (1) The proposed Subdivision name; location by section, township and range; reference by dimension and bearing to a section corner or one fourth section corner.
 - (2) The name, address and phone number of Subdivider.
 - (3) The name, address and phone number of person preparing Plat.
 - (4) The scale, north arrow and date of preparation, including any revision dates.
 - (5) Topography by contours, related to USGS survey datum or other datum approved by the City, shown on the same sheet as the Subdivision layout. Contour interval shall usually be two (2) feet for grades up to 5%, five (5) feet for grades 5-10% and ten (10) feet for grades over 10%.
 - (6) Precise location of water wells, washes and drainage ditches, including direction of flow; location and extent of areas subject to inundation and data regarding frequency of inundation and methods of stormwater disposal.
 - (7) Location, widths and names of all platted Streets, Alleys, utility rights-of-way of public record; public areas, and permanent structures to be retained; within or adjacent to tract.
 - (8) Name, book and page numbers of Recorded Plats abutting the tract or across a boundary Street.

- (9) Dimensions of tract boundaries.
- (10) Lot and tract table, containing the overall size of each.
- (11) Street layout, including location and width of all Streets, Alleys, paths and trails, crosswalks and easements; proposed names of Streets.
- (12) Lot layout, including scaled dimensions of typical Lots; width and depth of all corner Lots and Lots on Street curves; each Lot numbered consecutively; total number of Lots.
- (13) Location, width and proposed use of easements.
- (14) Location, extent and proposed use of all land to be dedicated or reserved for public use.
- (15) Location and boundary of all existing and proposed zoning classifications.
- (16) Draft of proposed deed restrictions.
- (17) Depiction of manner in which all Lots will be provided public water supply and sanitary sewer.

19-123 Preliminary Plat Review.

- (a) Prior to the application for a Final Plat, a Preliminary Plat application shall be submitted for review and approval by the Commission.
- (b) The applicant shall furnish the names and addresses, and addressed, stamped envelopes, for all property Owners within five hundred (500) feet of the property. Within five (5) business days of the receipt of the application, including the addressed, stamped envelopes, the Planning Division shall mail a notice of Preliminary Plat review to each Owner of property situated wholly or partly within five hundred (500) feet of the property to which the site plan relates.
- (c) Administrative Review:
 - (1) The assigned Project Manager shall refer the Preliminary Plat to the Development Review Committee to determine compliance with this Chapter and any other applicable codes, plans, and standards.
 - (2) The Development Review Committee, through the Project Manager, shall have the authority to request modifications to the Preliminary Plat and may approve conditions consistent with this Chapter and any other applicable codes, plans, and standards deemed necessary to protect the public health, safety, and welfare.
- (d) Required Findings:

- (1) The proposal is in conformance with all requirements of this Ordinance and any other applicable codes, plans, and standards in place at the time the application is submitted.
- (2) Adequate conditions of approval are imposed to ensure compatibility with the current or planned use of surrounding properties.

19-124 Preliminary Plat Approval.

- (a) When the Project Manager deems the review complete, the Preliminary Plat shall be forwarded to the Commission for its review and decision. The Project Manager shall include any recommendations from the Development Review Committee, which recommendations shall be in the form of approval, approval subject to stipulations, or denial for the Preliminary Plat.
- (b) If approved by the Commission, an approved Preliminary Plat shall be valid for a period of two (2) years. Except as set forth below, if the Final Plat has not been recorded within two (2) years after the date of the Preliminary Plat Approval, the Preliminary Plat shall be considered expired, and the process shall start from the beginning with a pre-application meeting. If the approved Preliminary Plat includes areas to be phased over time, a Final Plat for the first phase, or a Map of Dedication, must be recorded within two (2) years after Preliminary Plat approval; thereafter any phase that does not have a corresponding Final Plat recorded within five (5) years after Preliminary Plat Approval shall be considered expired.
- (c) An appeal of the Commission's decision may be made within fifteen (15) business days of said decision according to the process set forth in Section 19-103 above.
- (d) Preliminary Plat Approval constitutes authorization for the Subdivider to proceed with preparation of the Final Plat and the Engineering Plans and specifications for public improvements. Preliminary Plat Approval is based upon the following:
 - (1) The basic conditions under which Preliminary Plat Approval is granted will not be changed prior to the expiration date.
 - (2) Preliminary Plat Approval does not ensure final acceptance of Streets for dedication or continuation of existing zoning requirements for the property affected by the Preliminary Plat.

19-125 Preliminary Plat Time Extension.

- (a) Prior to the expiration of the two (2) year time period, the property Owner or authorized representative may submit an application for a Preliminary Plat extension to the Planning Division. Preliminary Plat extension requests shall be placed on an available Commission agenda.
- (b) A Preliminary Plat extension shall only be granted if it is determined that all of the following requirements have been met:

- (1) The Preliminary Plat meets the requirements of this Chapter and any other applicable codes, plans, and standards in place at the time the Preliminary Plat extension is requested, unless previously exempted by the Commission.
 - (2) The applicant has shown good cause for the delay.
 - (3) The applicant has proposed a reasonable timeline to bring about the commencement of construction on the site.
- (c) If the required criteria have been met, the Commission may grant up to two (2) one-year extensions. If at the end of the extension period a Final Plat or Map of Dedication has not been recorded or is no longer valid, the Preliminary Plat shall be considered expired without further action of the Commission.

19-126 – 19-139 Reserved.

19-140 Final Plat Stage in General.

The Final Plat stage includes final design of the Subdivision, engineering of public improvements, dedications of rights-of-way, easements and any other land, submittal of Plat and plans by the Subdivider, Plat review by the City Engineer, and final hearing by the Council.

19-141 Final Plat Submission.

- (a) The Final Plat shall meet all requirements of the zoning district in which it is located; any necessary zoning amendment shall either have been adopted by the Council prior to filing of the Final Plat or run concurrently with the Final Plat process.
- (b) The Final Plat shall substantially conform to the approved Preliminary Plat or site plan and be prepared in accordance with the City Engineering Standards.
- (c) Final Plat submission shall include letters signifying approval of utility easements by the applicable public utilities.
- (d) The Final Plat, the infrastructure plans, and the appropriate number of copies thereof, in accordance with the City Engineering Standards, together with the recordation fee, shall be filed with the Zoning Administrator or designee.
- (e) The information required for the Final Plat submission shall be in accordance with the City Engineering Standards. In addition to the information required for the Preliminary Plat submission set forth in Section 19-122 above, the following information is required for Final Plat submission:
 - (1) Name, address and registration number or seal of the registered professional engineer or registered land surveyor preparing the Plat.

- (2) Boundaries of the tract fully balanced and closed, showing all bearings and distances, determined by an accurate survey in the field; all dimensions expressed in feet and decimals thereof.
 - (3) Any Exceptions within the Plat boundaries located by bearings and distances expressed in feet and decimals thereof, determined by an accurate survey in the field.
 - (4) Location and description of all physical encroachments upon the boundaries of the tract.
 - (5) All Lots numbered consecutively throughout the Plat; Exceptions and tracts shall be dimensioned and identified by letter or number.
 - (6) Location of all adjoining Subdivisions with date, book and page number of recordation noted, or if unrecorded, so marked.
 - (7) A reference, by recording number, to private deed restrictions to be imposed upon the Plat or any parts thereof.
 - (8) Statement of dedication of all Streets, Alleys, crosswalks, drainageways and easements for public purposes by the Owners and spouses of the Owners; if lands to be dedicated are subject to liens, the lien holder shall also sign the Plat. Dedication shall include a written description by section, township and range of the tract and shall be free of all liens or encumbrances not approved by the City. If the Plat contains private Streets, public utilities shall be reserved the right to install and maintain utilities in the Street rights-of-way.
 - (9) Certification by the registered professional engineer or registered land surveyor making the Plat that is correct and accurate, and that the monuments described in it have been located as described.
 - (10) Certification of approval by the City Manager or authorized designee.
 - (11) Certification of Council approval by the City Clerk.
- (f) For any real property interest dedicated to the City pursuant to the Final Plat, the Subdivider shall provide:
- (1) A preliminary title report, current as of the date of dedication.
 - (2) A current phase one environmental site assessment (date of investigation not longer than one hundred eighty (180) days prior to the date of dedication to the City) which (i) is certified to the City for the City's use and reliance; (ii) has been performed and updated as necessary and reported in compliance with 40 CFR Part 312, as amended; (iii) concludes that no recognized environmental conditions were identified; (iv) identifies no vapor mitigation issues that require remediation under then-applicable environmental laws; and (v) identifies no conditions indicative of releases and threatened releases of hazardous materials that require remediation

under then-applicable environmental laws, on, at, in, or to the property to be dedicated.

19-142 Final Plat Review.

The Project Manager shall check the submittal of the Final Plat and infrastructure plans for completeness; if incomplete, it shall be returned to the Subdivider. If complete, and if the Final Plat substantially conforms to the approved Preliminary Plat, the Development Review Committee, through the Project Manager, shall summarize its recommendations for presentation to the Council.

19-143 Final Plat Approval and Recordation.

- (a) Upon notification from the Zoning Administrator or designee that the Final Plat is in order, the City Clerk shall enter the case on the agenda for a Council meeting, whereupon the Council shall approve or reject the Plat.
- (b) If the Council rejects the Plat for any reason whatever, the reasons for rejection shall be recorded in the minutes. If the Council approves the Plat, the City Clerk shall transcribe a certificate of approval upon the Plat, first making sure that the other certificates required in the City Engineering Standards have been duly executed.
- (c) The applicant shall provide the Final Plat package for approval and recordation in accordance with the City Engineering Standards to the City.
- (d) The City Clerk shall record the approved and fully-executed Plat in the county recorder's office and pay the recordation fee.

19-144 – 19-155 Reserved.

19-156 Minor Land Divisions in General.

- (a) All Minor Land Divisions shall be subject to the provisions of this article.
- (b) The preparation, submittal, review, and approval of all Minor Land Divisions located within the City shall proceed through the following progressive stages, except when otherwise provided herein:
 - (1) Pre-application conference shall be required with the Development Review Committee.
 - (2) Submittal of the Minor Land Division application and map by the applicant and subsequent review through the Project Manager.
 - (3) Approval of the application by the Development Review Committee.
 - (4) If right-of-way or easements are required, the Minor Land Division approval shall be by Council.

- (5) Recordation of the approved Minor Land Division.

19-157 Minor Land Divisions Design Standards and Requirements.

Minor Land Divisions shall meet all requirements of the zoning district in which they are located and shall be developed in accordance with all applicable City Master Planning Documents and City Engineering Standards.

19-158 Minimum Required Minor Land Division Improvements.

Except where otherwise provided in this section, it shall be the responsibility and duty of the applicant to improve or agree to improve all Streets, pedestrian ways, Alleys, and easements in the Minor Land Division and adjacent thereto required to service the Minor Land Division, and such other improvements as specified for Subdivisions in Division 3 and Division 4 of this Article. No permanent improvement work shall be commenced until improvement plans have been approved. Improvements shall be installed to the satisfaction of the City Engineer or designee and in accordance with the City Engineering Standards.

19-159 Minor Land Division Applications and Review.

- (a) Submittal requirements. The applicant shall submit the following materials to the Development Review Committee for review:
 - (1) Minor Land Division materials in accordance with the City Engineering Standards.
 - (2) A completed Minor Land Division application form.
 - (3) Payment to the City of a filing fee according to the fee schedule adopted by the Council. The filing fee shall not be refundable.
 - (4) An ALTA survey, preliminary title report and deed or other instrument showing proper title to the land to be divided.
- (b) Application review process. The applicant shall submit all of the documents, information, data, and other requirements for Minor Land Division application approval to the Development Review Committee and shall furnish any additional information and materials relevant to the application that the Development Review Committee reasonably believes are necessary in order to understand the subject matter of the application and to ensure compliance with the requirements of this article. Compliance shall be determined by the Development Review Committee.
 - (1) All submittals shall be checked by the Project Manager for completeness. If incomplete as to the requirements set forth in this article, the submittal may be rejected and returned to the applicant for revision and resubmittal.
 - (2) The procedures for approval, modification, or disapproval of Minor Land Division applications shall be as follows:

- (i) Approval:
 - a. If the Development Review Committee approves the Minor Land Division application, the City Engineer or designee shall transcribe a certificate of approval upon the map, indicating that: (1) all conditions of approval have been met, (2) the other required certifications have been duly signed and (3) that any instruments for required Street right-of-way dedications have been prepared, executed and duly recorded.
 - b. After the Development Review Committee approval of the Minor Land Division, certification of approval by the City Engineer or designee and compliance with Sections 19-160 and 19-161 hereof, the applicant shall pay to the City the fee charged by the Maricopa County Recorder for the recordation of the map, and the City shall then record the map with the Maricopa County Recorder.
- (ii) Modification: If the Development Review Committee finds that the Minor Land Division application requires further modification, the application shall be returned to the applicant for necessary modification.
- (iii) Denial: If the Development Review Committee disapproves of the Minor Land Division application, the applicant will be furnished a letter stating the reasons for the denial. The application may be refiled if suitable revisions can be made to resolve the conflicts noted as originally proposed without additional fee if refiled within thirty (30) calendar days of the Development Review Committee's denial.

19-160 Engineering Plans for Minor Land Divisions.

- (a) If improvements are required for Minor Land Divisions pursuant to Section 19-158 above, the applicant shall be responsible for the preparation of a complete set of Engineering Plans, prepared by an Arizona registered civil engineer, in conformance with the City Engineering Standards. The plans shall be prepared in conjunction with the Minor Land Division map.
- (b) The Minor Land Division map shall not be recorded until all Engineering Plans for the recorded improvements have been approved by the City Engineer or designee.

19-161 Assurance for the Construction of Minor Land Division Improvements.

If improvements are required for the Minor Land Division pursuant to Section 19-158 herein, no building permit for any Lot created will be issued until such improvements are completed and the work accepted by the City Engineer or designee. If the City Engineer determines the required improvements are to be constructed at a later date, the requirement to make improvements may be satisfied if the applicant provides appropriate assurances as set forth in Section 19-212, in a form approved by the City Attorney.

19-162 – 19-175 Reserved.

Division 3. Subdivision Design Standards

19-176 Compliance with Other Laws and Ordinances.

Every Subdivision shall conform to requirements and objectives of the City Master Planning Documents, or any parts thereof, as adopted by the Council, to the zoning ordinance, to other ordinances and regulations of the City, and to the Arizona Revised Statutes, as amended.

19-177 Dedication of Parks.

Where the tract contains all or any part of the site of a school, park or other public site, as shown on the City Master Planning Documents or as recommended by the Commission, such site shall either be dedicated to the public or reserved for acquisition by the public within a specified period of time. An agreement shall be reached between the Subdivider and the appropriate public agency regarding time, method and cost of such acquisition. In the event of failure to reach such agreement within a reasonable period of time for reasons satisfactory to the Commission, the Commission may determine that requirements of this section have been met.

19-178 Land Subject to Flooding.*

Land subject to periodic flooding but which is not in a designated floodplain, or other land which, in the opinion of the City Engineer or designee, is unsuitable for the proposed use, shall not be subdivided; however, the City Engineer or designee may approve Subdivision of such land upon receipt of evidence from an Arizona registered civil engineer, that the construction of specific improvements can be expected to render the land useable, in which event construction upon such land shall be prohibited until the specified improvements have been acceptably planned and construction has been guaranteed.

**Cross reference— Subdivisions in flood hazard areas, § 8-41 et seq.*

19-179 Street Location, Arrangement and Design.

- (a) Whenever the tract embraces any part of a Street designated in the most recent adopted version of the City Master Planning Documents, such Street shall be platted in conformity therewith.
- (b) All Streets shall be designed in accordance with the most recent version of the City Engineering Standards unless said Streets have received an approved deviation to the City Engineering Standards.
- (c) Unless otherwise permitted by the City Engineer, street layout shall provide for the continuation of existing Streets in adjacent areas, and such other Streets as the Development Review Committee may designate.

- (d) Whenever the tract is located within an area for which a Planned Area Development or development plan has been approved by the Development Review Committee, the Street arrangement shall conform substantially to that plan.
- (e) Certain proposed Streets, as designated by the Development Review Committee, shall be extended to the tract boundary to provide future connection with adjoining unplatted lands.
- (f) Local Streets shall be so arranged as to discourage their use by traffic originating outside the immediate area.
- (g) When a residential Subdivision abuts the right-of-way of a railroad, highway, drainage way, irrigation facility, or commercial or industrial land use or limited access highway or abuts a commercial or industrial land use or a limited access property, the Development Review Committee may recommend location of a Street approximately parallel to such right-of-way or use at a distance suitable for appropriate use of intervening land, such distance being determined with due regard for approach grades, drainage, bridges or future grade separations.
- (h) Half-street improvements are discouraged except where necessary to provide rights-of-way required by the City Master Planning Documents, to complete a Street pattern already begun, or to ensure reasonable development of an adjoining unplatted parcel. Where a half-street exists abutting the tract and said half-street furnishes the sole access to residential Lots, the remaining half-street shall be platted within the tract. All half-street improvements shall provide adequate roadway width for two-way traffic and emergency access.

19-180 Lots.

- (a) Lot width, depth and area shall comply with the minimum requirements of the Zoning Ordinance; however, where drainage problems exist or prevail, the Development Review Committee may require special Lot width, depth and area exceeding minimum requirements of the zoning district. Depth-to-width ratio of the Useable Lot Area shall not be greater than three (3) to one (1).
- (b) Side Lot lines shall be substantially at right angles or radial to Street Lines, except where other treatment can be justified.
- (c) Every Lot shall abut upon a public Street furnishing satisfactory access to another existing public Street, except that where special circumstances justify, private Streets may be permitted, provided that they are constructed to standards acceptable to the City, are contained in a permanent private easement or tract, burdened by any necessary public utility or access easements and maintained by a corporation of Lot Owners.
- (d) Single-family residential Lots extending through the Block and having frontage on two non-intersecting Streets (double frontage) shall be prohibited.

19-181 Easements.

- (a) Easements for utilities may be required pursuant to the City Engineering Standards.
- (b) Where an important surface drainage course abuts or crosses the tract, dedication of a public drainage way of a width sufficient to permit widening, deepening, relocating or protecting such drainage course shall be required.
- (c) Land within a public Street or drainage way, or land within an easement for major power transmission (tower) lines or pipelines shall not be considered a part of the Useable Lot Area except where Lots exceed one-half acre in area; provided that this shall not be applicable to land included in utility easements for distribution or service purposes.
- (d) Lots arranged to back onto major Streets, railroads, or commercial or industrial districts, as provided in Subsection (g) of Section 19-179, shall have a recorded non-access private easement one foot wide along the rear Lot line.

19-182 Street Names.*

Street names shall be consistent with the natural alignment and extension of existing names Streets; new Street names shall not duplicate or be closely similar to any existing Street name.

**Cross reference— Street naming and building numbering systems, § 19-36 et seq.*

19-183 – 19-195 Reserved.

Division 4. Street and Utility Improvement Requirements

19-196 Purpose.

It is the purpose of this article to establish the minimum acceptable standards for improvement of public Streets and utilities, to define the responsibility of the Subdivider in the planning, construction and financing of public improvements, and to establish procedures for review and approval of Engineering Plans.

19-197 Responsibility for Improvements.

The planning, construction and financing of all required sidewalks, paths and trails, curbs, gutters, pavements, sanitary sewers, storm sewers, water mains, fire hydrants, drainage structures, Street lights, landscape, and irrigation shall be the responsibility of the Subdivider, and shall comply with City Engineering Standards adopted by the Council; provided, however, that Subdivider may meet such requirements by participation in a special taxing district approved by the City.

19-198 Engineering Plans.

The Subdivider shall be responsible for having an Arizona registered engineer prepare a complete set of Engineering Plans, satisfactory to the City Engineer, for construction of required improvements. Such plans shall be based on the approved Preliminary Plat and be prepared in conjunction with the Final Plat. Engineering plans shall have been approved for permitting by the

City Engineer or designee prior to recordation of the Final Plat. Approved plans expire one (1) year from date of approval.

19-199 Construction and Inspection.

- (a) All improvements in the public right-of-way shall be constructed under inspection and approval of the City Engineer or designee. Construction shall not be commenced until a permit has been issued for such construction, and if work has been discontinued for any reason, it shall not be resumed prior to notifying the City Engineer or designee not less than thirty (30) business days in advance unless a shorter time period is approved by the City Engineer. Civil/right-of-way permits expire one (1) year from date of approval; however, such permits may be extended for up to one (1) additional year by the City Engineer or designee.
- (b) All underground utilities to be installed in Streets shall be constructed prior to the paving of such Streets. Service stubs to platted Lots within the Subdivision for underground utilities shall be placed to such length as to avoid disturbance of the public right-of-way when service connections are made.

19-200 Streets and Alleys.

All Streets and Alleys within the Subdivision shall be graded and surfaced according to the City Engineering Standards. Where there are existing Streets adjacent to the Subdivision, proposed Streets shall be improved to the intercepting paving line of such existing Streets. Temporary dead-end Streets serving more than four (4) Lots shall be provided a graded and surfaced temporary turning circle per City Engineering Standards.

19-201 Curbs.

Portland cement concrete curb, curb-and-gutter, or other pavement edging, as designated by approved Engineering Plans, shall be installed in accordance with approved City Engineering Standards.

19-202 Sidewalks.

Portland cement concrete sidewalks shall be constructed to a width, line, and grade approved by the City Engineer or designee in accordance with approved City Engineering Standards.

19-203 Paths.

Portland cement concrete paths through Blocks shall be constructed to a line and grade approved by the City Engineer or designee in accordance with approved City standards.

19-204 Street Name Signs.

Street name signs shall be installed at all Street intersections by the time the Street pavement is ready for use; design, construction, location and installation shall comply with approved City Engineering Standards.

19-205 Storm Drainage.

Adequate provision shall be made for disposal of storm waters from both private Lots and public Streets and to avoid impoundment at any point within the Subdivision. Existing major surface drainage courses shall be maintained and dedicated as drainage ways. The type, extent, location and capacity of drainage facilities shall be determined for the individual Subdivision by the City Engineer or designee and shall be constructed in accordance with approved City Engineering Standards. Where storm water is discharged into any outlet not directly controlled by the City, the Subdivider shall submit satisfactory evidence that the use of such outlet is approved by the Owner or custodian thereof.

19-206 Sewage Disposal.*

A public sanitary sewerage system shall be installed in all Subdivisions and shall be constructed to plans, profiles and specifications approved by the City Engineer or designee in accordance with the City Engineering Standards.

**Cross reference— Sewers in Subdivisions, § 24-73.*

19-207 Water Supply.

Each Lot shall be supplied with safe, pure and potable water in sufficient volume and pressure for domestic use and fire protection by a public water system planned and constructed to approved City Engineering Standards.

19-208 Monuments.

Permanent monuments shall be installed in accordance with City Engineering Standards at all corners, angle points and points of curve, and at all Street intersections. After all improvements have been installed, the Subdivider shall be responsible for having an Arizona registered land surveyor verify the location of monuments and certify their accuracy.

19-209 Corner markers.

Iron pipe shall be set at all corners, angle points and points of curve for each Lot within the Subdivision prior to the recordation of the Plat.

19-210 Electric, Telephone, and Cable Utilities.

All existing electric lines less than sixty-nine (69) KVA capacity and all telephone and cable lines shall be installed underground unless, upon recommendation of the Commission, the Council finds that, due to subsurface soil conditions, it is impractical to do so. The Subdivider shall be responsible for the requirements of this section and shall make the necessary arrangements with each of the public utility companies involved for the installation of underground facilities. Letters from each of the public utility companies indicating that said arrangements have been made shall be submitted to the Commission at the time the final Subdivision Plat is filed. When, as a part of the Subdivision development, it is necessary to convert overhead facilities to underground facilities or to relocate

existing facilities, the Subdivider shall make the necessary arrangements with the serving utility for such conversion or relocation and for the payment of the cost thereof.

19-211 Submittal, Review and Approval of Engineering Plans.

Engineering plans shall be filed with the City Engineer or designee simultaneously with filing of the Final Plat. Plans shall be reviewed by an Arizona registered engineer retained by the City and shall have a certificate of approval filed with the City Clerk prior to recordation of the Plat. If Engineering Plans have not been approved within ninety (90) days after approval of the Final Plat, the Council may require that the Final Plat be resubmitted.

19-212 Agreement to Install Improvements.

Upon approval of the Final Plat by the Council, the Subdivider shall execute an agreement with the City specifying the period within which all required improvements will be completed to the satisfaction of the City. The agreement shall provide for inspection of all improvements by the City Engineer or designee and reimbursement of the City by the Subdivider for the actual costs of such inspections. The agreement may also provide for construction of improvements in units and for an extension of time under specified conditions.

An Agreement to Install Improvements (INSTALL-A or INSTALL-B) document must be filed with the City Engineer or designee prior to issuance of a construction permit. Unless approved by the City Manager or authorized designee as set forth in Subsection 19-212(b) below, the Agreement to Install Improvements shall be in accordance with Subsection 19-212(a) below.

- (a) The Agreement to Install Improvements (INSTALL-A) must be accompanied by some form of assurance. The acceptable forms of assurances are: performance bond from a surety bonding company authorized to do business in the State of Arizona, irrevocable letter of credit, cash, cashier's check, or negotiable bonds. The assurances shall be in the amount equal to 100% of the contract cost or 110% of the engineer's estimate for public infrastructure to be constructed.
- (b) The Agreement to Install Improvements (INSTALL-B) is an alternate form of assurance that may be available to the Subdivider. With this form of assurance, the Subdivider gives the City the right to withhold Certificates of Occupancy in the development until all improvements have been constructed and accepted. The City Manager or authorized designee may allow this alternate form of assurance only upon showing that the Subdivider has completed public infrastructure within the City over the time period of at least three (3) consecutive years immediately preceding the request during which time period it did not default in its obligations to complete the infrastructure. The Subdivider shall provide the City Manager with a list of successfully completed projects, and a list of City employee contact names and numbers, for verification.

Excerpt of the Minutes of the regular Planning Commission meeting held October 15, 2015 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Sean Scibienski, Chair
Michael Long, Commissioner
Grace Carrillo, Commissioner
Olivia Pineda, Commissioner
Gloria Solorio, Commissioner
Kevin Kugler, Commissioner
Russell Van Leuven, Commissioner

COMMISSIONERS ABSENT

None

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Gary Verburg, Legal Counsel
Alison Rondone, Planner II
Rick Williams, Planner II
Linda Herring, Development Services Representative

DISCUSSION ITEM. Subdivision Regulations

Robert Gubser, Planning Manager, stated that staff is considering changes to the subdivision regulations, which establishes the policy framework under which the City can divide up land for sale or development. It is a land use control similar to a zoning ordinance, and ensures that new developments are designed properly. It also addresses the quality of a development. Subdivisions can be used in all types of land uses, and in dedications of right-of-way. Regulations receive periodic updates.

Mr. Gubser said the existing subdivision regulations were created in 1971, and received minor updates in 2001 and 2008. The proposed amendments are designed to be responsive to current development trends and market conditions. They also respond to City Council direction to add flexibility into City processes. Conformance to other City plans, policies, and ordinances were built in. References to the Zoning Ordinance and Design Review Manuals have been updated.

Mr. Gubser reviewed the proposed amendments. Subdivision regulations were moved to Chapter 19. A purpose statement was created. Definitions were revised. A Development Review Committee will be created in line with how projects are reviewed today. Responsibilities have been broadened to include the Zoning Administrator where appropriate.

Mr. Gubser said preliminary plats would no longer need to go to City Council and may now be approved by the Planning Commission. Applicants would be able to appeal to the

City Council. Once the preliminary plat is approved, City Council would approve the final plat. Two-year approvals on preliminary plats would be allowed, coupled with two one-year extensions.

Mr. Gubser explained modifications in phasing requirements. The market trend is towards developing smaller phases. Current regulations require all right-of-way to be done in the first phase. The new regulations would allow for phasing of infrastructure over time.

Mr. Gubser stated that language will also be added to allow for alternative methods of developer financial assurance for the completion of right-of-way improvements. One alternative could be to stay with the performance bond, but allow the applicant to provide a letter of credit, cash, cashier's check or negotiable bonds. Certificate of occupancy holds are another method that some cities use if improvements are not completed. This means that developers will not have to provide a large amount of money up front, but would still be prevented from selling homes until the right-of-way infrastructure is completed. The subdivider would have to be well-established in the City, and have completed public infrastructure in Avondale over three consecutive years.

Commissioner Carrillo inquired about the anticipated impact of the changes. Mr. Gubser responded that the changes are intended to open up more opportunities for developers to build in Avondale. These measures have proven effective in other cities.

Commissioner Kugler said he likes the changes, but felt that the requirement for subdividers to have completed infrastructure over three consecutive years was too stringent.

Chair Scibienski questioned the effectiveness of certificate of occupancy holds, saying that in the event of another market crash, it will not matter whether builders get the certificates. The only benefit is that the City would not be stuck with residents who might be affected by incomplete improvements. Mr. Gubser agreed that this is one concern with using this method.

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

COMMISSIONERS PRESENT

Sean Scibienski, Chair
Michael Long, Commissioner
Olivia Pineda, Commissioner
Russell Van Leuven, Commissioner

COMMISSIONERS ABSENT

Gloria Solorio, Commissioner - excused
Kevin Kugler, Commissioner - excused
Grace Carrillo, Commissioner - excused

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Gary Verburg, Legal Counsel
Alison Rondone, Planner II
Linda Herring, Development Services Representative

AGENDA ITEM. Subdivision Regulations

This is a public hearing before the Planning Commission to review and solicit public input on a proposed amendment to the Subdivision Regulations. The revisions to the subdivision regulations are proposed to maintain consistency with current Planning and Engineering documents, update references, remove redundant language, streamline and facilitate the process for preliminary plat approval, clarify language and defined terms, and add language to allow for an alternative method of developer assurance for installation of improvements. Staff Contact: Robert Gubser

Robert Gubser, Planning Manager, said this item was presented to the Commission last month for discussion and feedback. Tonight it is before the Commission for a recommendation to City Council. Arizona State Statute requires the City to have subdivision regulations adopted and updated periodically. These essentially establish a policy framework on how the City can divide land for sale and development. The original documents dates from 1971. Minor updates were made in 2001 and 2008. Staff has discussed the proposed amendments with the development community and the proposed changes are responsive to development trends. Staff is looking to bring the regulations into conformance with existing City plans, policies and ordinances, as well as updating the references with the documents that have changed or been added to. The document is being moved from Chapter 22 to Chapter 19 which was previously vacant. A purpose statement has been created. Staff has reviewed and updated the definitions. A Development Review Committee has been established with members drawn from the Planning Group, the Engineering Group, the Building Safety, and the Fire Department. The Committee reviews projects and issues comments. The City's standard review

procedures are now being codified into the subdivision regulations. The responsibilities are being broadened to include the Zoning Administrator or designee and the City Engineer or designee.

Mr. Gubser stated that in terms of the preliminary plat process, staff is looking to update the process to create a greater speed to market for finished lots. Currently processing preliminary plats need to go to the Development Review Committee, the Planning Commission and to City Council for approval. Staff proposes that that approval stops with the Planning Commission, which would issue the approval. There would be an opportunity to appeal if the developer was not satisfied with the decision of the Planning Commission. Final plats would be approved by City Council as the legislative body. Currently, preliminary plats are approved for 12 months and staff proposes extending that to two years allowing for two one-year extensions. At this time only one six-month extension is allowed.

Mr. Gubser said that staff is considering modifying the phasing requirements. Under the current regulations, the development community is hesitant to take large areas of land. This makes it difficult to get all the arterial right-of-way improvements taken care of during the first phase of a development. Staff recommends allowing the arterial right-of-ways to be phased throughout the life of the development. This would be part of the overall review of a project.

Mr. Gubser noted that in response to development trends, staff is looking at modifying some of the assurances for right-of-way improvements. Currently the developer must post a performance bond. Additional alternative methods to obtain financial assurance are now proposed, including letters of credit, cash, cashier's check and negotiable bonds. For phased development, staff would continue to ensure that right-of-way improvements on major arterials and collectors are taken care of by means of performance bonds. However, it is proposed that for local streets, developers will be allowed a certificate of occupancy hold instead of posting a bond to make sure that local street infrastructure is in place before a new home can be sold.

Mr. Gubser summarized that the changes provide flexibility. Other cities such as Gilbert and Peoria are following similar policies. Also, staff received a letter from Evergreen Devco supporting the draft subdivision regulations as proposed.

Chair Scibienski opened the public hearing. After confirming there were no requests to speak, he closed the public hearing.

Chair Scibienski invited a motion. Commissioner Van Leuven moved to recommend approval the proposed amendments to the Subdivision Regulations, Chapter 19 as detailed in Exhibit C to the Planning Commission Staff Report. Commissioner Pineda seconded the motion.

ROLL CALL VOTE

Sean Scibienski Chair	Aye
Michael Long, Acting Chair	Aye
Kevin Kugler, Commissioner	Excused
Grace Carrillo, Commissioner	Excused
Olivia Pineda, Commissioner	Aye
Gloria Solorio, Commissioner	Excused
Russell Van Leuven, Commissioner	Aye

The motion carried by a 4-0 vote.



Evergreen

Development | Services | Investments

www.evgre.com

November 18, 2015

Via Electronic Delivery

Robert Gubser, AICP (RGubser@avondale.org)
Planning Manager
City of Avondale
11465 Civic Center Drive
Avondale, Arizona 85323

Re: 11/19/15 Planning Commission Agenda, Item No. 2, City of Avondale Amendment to Subdivision Regulations

Dear Rob,

We reviewed the draft Subdivision Regulations scheduled for this week's Planning Commission meeting and would like to offer our support for the proposed amendments. Specifically, we appreciate the additional time provided for preliminary plat approvals and provision for infrastructure phasing. As you have outlined in your staff report to the Commission, those changes will enable us to make market-timed decisions without jeopardizing the status of our entitlements. We appreciate the City's recognition of this as an issue for the development community and taking amendments forward to address it.

Sincerely,

Andrew Gasparro
Evergreen Devco, Inc.

Cc: Carolyn Oberholtzer
Doug Leventhal

Arizona
2390 E. Camelback Rd., Suite 410, Phoenix, AZ 85016
Phone: 602-808-8600 Fax: 602-808-9100

California
200 N. Maryland Ave., Suite 201, Glendale, CA 91206
Phone: 818-240-6727 Fax: 818-240-1823

Colorado
12460 1st St., P.O. Box 247, Eastlake, CO 80614
Phone: 303-552-6160 Fax: 303-280-2978



CITY COUNCIL AGENDA

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

REGULAR MEETING
December 7, 2015
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

- 1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**
- 2 CITY MANAGER'S REPORT**
 - a. ASPIRING ACHIEVING ACCELERATING -- OVERVIEW OF AWARDS FOR 2015**

Staff will provide a summary of the numerous awards and recognitions the City of Avondale received in 2015.

- 3 UNSCHEDULED PUBLIC APPEARANCES**

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

- 4 CONSENT AGENDA**

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

- a. APPROVAL OF MINUTES**

1. Work Session of November 9, 2015
2. Work Session of November 16, 2015
3. Regular Meeting of November 16, 2015

- b. LIQUOR LICENSE - PERSON AND LOCATION TRANSFER OF A SERIES 6 (BAR) LICENSE - MAIN EVENT**

City Council will consider a request to approve an application for a Person and Location Transfer of a Series 6 (Bar) liquor license submitted by Amy Nations on behalf of Main Event Entertainment LP to sell all spirituous liquors at Main Event to be located at 10315 W McDowell Road in Avondale. The Council will take appropriate action.

- c. LIQUOR LICENSE SERIES 12 (RESTAURANT) ACQUISITION OF CONTROL - NEW YORK PIZZA DEPT**

City Council will consider a request to approve an application submitted by Ms. Andrea Lewkowitz for acquisition of control of a series 12 (Restaurant) License to sell all spirituous liquors at New York Pizza Dept located at 1619 N Dysart Road, Ste A in Avondale. The Council will take appropriate action.

d. CONTRACT AWARD - HENNESSY MECHANICAL

City Council will consider a request to approve a purchase agreement with Hennesy Mechanical Sales LLC for parts and service for the Severn Trent, ClorTec onsite chlorination generation system for a maximum aggregate amount not to exceed \$175,000 over the life of the agreement and authorize execution of the documents. The Council will take appropriate action.

e. DESIGN SERVICES AGREEMENT - SRP - NORTHEAST CORNER OF 107TH AVENUE AND MCDOWELL ROAD

City Council will consider a request to approve a Design Services Agreement with Salt River Project (SRP) to provide design and construction services for the relocation of a 69 kV power pole at the northeast corner of 107th Avenue and McDowell Road in the amount of \$150,000, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. CONSTRUCTION SERVICES CONTRACT - SRP - 107TH AVENUE FROM VAN BUREN STREET TO ROOSEVELT STREET

City Council will consider a request to approve a Construction Services Agreement with Salt River Project (SRP) to provide construction services for lowering existing power distribution lines along 107th Avenue from Van Buren Street to Roosevelt Street in the amount of \$303,340.79, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. CONSTRUCTION CONTRACT AWARD THE FISHEL CONSTRUCTION COMPANY 127TH AVENUE WATERLINE

City Council will consider a request to award a construction contract to The Fishel Construction Company for construction of the 127th Avenue Waterline project in the amount of \$804,342. The Council will take the appropriate action.

h. FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT- LOGAN SIMPSON DESIGN, INC. - FRIENDSHIP PARK IMPROVEMENTS

City Council will consider a request to approve the Fourth Amendment to the Professional Services Agreement with Logan Simpson Design, Inc. (Logan Simpson) in the amount of \$47,153 to complete final construction documents for the Friendship Park Improvements project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 3281-1115 - INTERGOVERNMENTAL AGREEMENT - MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT SERVICES

City Council will consider a resolution authorizing a second amendment to an Intergovernmental Agreement with Maricopa County for Youth Workforce Development Services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 3282-1215 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO HOME PROGRAM

City Council will consider a resolution authorizing an amendment to the Intergovernmental Agreement with Maricopa County relating to the HOME Investment Partnership Program to extend the term of the Agreement to June 30, 2017, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 3283-1215 - GREATER MARICOPA FOREIGN TRADE ZONE

City Council will consider a resolution extending our participation in the Greater Maricopa Foreign Trade Zone (GMFTZ) and the adopting an amended and restated foreign-trade zone tax policy. The Council will take the appropriate action.

I. ORDINANCE 1593-1215 - LAND LEASE AGREEMENT VERIZON WIRELESS LLC

City Council will consider an ordinance approving a lease agreement with Verizon Wireless LLC dba Verizon Wireless to construct a new communication tower, authorize monthly lease payments to the City, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 PUBLIC HEARING - AMENDMENT TO CONDITIONAL USE PERMIT - AT&T - PL-15-0223

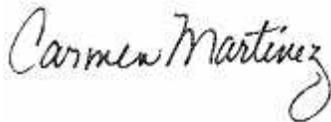
City Council will hold a public hearing and consider a request by AT&T/Smartlink, LLC to approve an amendment to a Conditional Use Permit to make modifications to an existing personal wireless service facility under application PL-15-0223. The Council will take appropriate action.

6 RESOLUTION 3284-1215 - LEASE-PURCHASE AGREEMENT WITH NETAPP INC. - DECLARING AN EMERGENCY

City Council will consider a resolution authorizing the execution of a Lease Purchase agreement with NetApp, Inc., d/b/a NetApp Capital Solutions for the purchase of storage hardware, services, and maintenance and support for an aggregate value of \$380,035.62, delegating authority to the Mayor, City Manager and Finance Director to determine final terms of the agreement, authorizing all actions necessary to consummate the transaction and declaring an emergency. The Council will take the appropriate action.

7 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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

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

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

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

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

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

Aspiring Achieving Accelerating -- Overview of Awards for 2015

MEETING DATE:

12/7/2015

TO: Mayor and Council**FROM:** Pier Simeri**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff would like to take the opportunity to brief the City Council on the achievements of the City of Avondale throughout the year, as demonstrated through the awards and recognitions that city departments and employees received in 2015.

BACKGROUND:

As part of a visioning session in November 2012, the Avondale City Council expressed a desire to raise Avondale's profile as a community of choice for potential homebuyers, visitors, businesses and employers. This vision led to a major rebranding initiative launched in 2013, that resulted in a new logo and brand story that effectively captured the multi-faceted character of city. "Aspiring. Achieving. Accelerating" has become the tagline that the entire community has embraced, and the Avi logo is now a symbol representing those exceptional qualities employees and residents embrace and aspire to.

DISCUSSION:

The City of Avondale takes great pride in the professionalism of its employees and the outstanding services and programs we offer. To highlight our achievements, the city routinely seeks out opportunities for awards and recognitions, and when Avondale is successful, those achievements are highlighted and marketed to the region and outside Arizona. During 2015, Avondale took high honors in several award/recognition programs. Additionally, Avondale employees have been recognized for their achievements and service at the state or national level.

Some of the highlights include:

- 2015 Digital Cities Awards, Center of Digital Government & Government Technology Magazine. #1 Rank (population category 75,000 to 124,999) This is the third consecutive year that Avondale has achieved the first place ranking (and fifth consecutive year of being in the top 10).
- Two (2) first-place SAVVY Awards, City-County Communications & Marketing. Association (3CMA). Avondale's re-branding took top spot in the Marketing & Tools, Branding category, while Public Works' "Avongers" Water Calendar placed first in the Go Green Communications category.

- Community Engagement of the Year Award from Governing Institute/Accela Engage Awards, in recognition of the myriad of ways in which Avondale has used its new brand to further its efforts to engage residents and stakeholders.
- Clean Air Awards' Champions for Clean Air: Corporate Sustainability Award, from Valley Metro.
- Az Talent in Event Concepts (AzTec) Award for Outstanding Event for Tale of Two Cities Parade & Festival.
- Valley Forward Environmental Excellence Awards: Award of Merit for Environmental Communication/Education, in recognition for Avondale's holistic approach to sustainability.
- Government Finance Officers Association (GFOA) of the United States and Canada: GFOA's Distinguished Budget Presentation award for the 2014-2015 fiscal year budget.
- National League of Cities: Ranked Gold Medal Community, 'Let's Move?'

KaBoom and the Human Foundation: 2015 Playful City USA.

- Arizona Department of Veterans' Services: Designated Veterans Support Employer

BUDGET IMPACT:

There is no Budgetary Impact.

RECOMMENDATION:

For Council's information and discussion only.



CITY COUNCIL AGENDA

SUBJECT:

Liquor License - Person and Location Transfer of
a Series 6 (Bar) License - Main Event

MEETING DATE:

12/7/2015

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

PURPOSE:

Staff is recommending approval of an application for a Person and Location Transfer of a Series 6 (Bar) liquor license submitted by Amy Nations on behalf of Main Event Entertainment LP to sell all spirituous liquors at Main Event to be located at 10315 W McDowell Road in Avondale.

DISCUSSION:

The City Clerks Department has received an application from Ms Amy Nations for a Person and Location transfer of a Series 6 (Bar) liquor license to be used at Main Event which is currently under construction at 10315 W McDowell Road in Avondale. The venue will be a family entertainment center which will feature a full bar as well as several dining options, laser tag, bowling alley and other amenities. The Series 6 (Bar) liquor license will allow for the consumption of all spirituous liquors to be consumed within the premises.

The fees in the amount of \$1,350 have been paid. As required by state law and city ordinance, the application was posted at the location for the required period of time beginning November 10, 2015. Notices were published in the West Valley View on December 1 and 4, 2015. No comments have been received.

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

RECOMMENDATION:

Staff is recommending approval of an application for a Person and Location Transfer of a Series 6 (Bar) liquor license submitted by Amy Nations on behalf of Main Event Entertainment LP to sell all spirituous liquors at Main Event to be located at 10315 W McDowell Road in Avondale.

ATTACHMENTS:**Description**

[Application and related documents](#)

SERIES 06 (BAR) LIQUOR LICENSE APPLICATION FOR
MAIN EVENT

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

APPLICATION
DEPARTMENTAL REVIEW
POSTING PHOTOS
VICINITY MAP

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36764>



CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 12 (Restaurant)
Acquisition of Control - New York Pizza Dept

MEETING DATE:

12/7/2015

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

Staff is recommending approval of an application submitted by Ms. Andrea Lewkowitz for acquisition of control of a Series 12 (Restaurant) License to sell all spirituous liquors at New York Pizza Dept located at 1619 N Dysart Road, Ste A in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Ms Andrea Lewkowitz on behalf of Ziegle's NYPD LLC for acquisition of control of a Series 12 (Restaurant) License to sell all spirituous liquor at New York Pizza Dept located at 1619 N Dysart Road in Avondale due to the appointment of a new statutory agent. The required fees totaling \$1,350.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted at the location for the required period of time starting November 10, 2015 and a notice was published in the West Valley View on December 1 and 4, 2015. No comments have been received.

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

RECOMMENDATION:

Staff is recommending approval of an application submitted by Ms. Andrea Lewkowitz for acquisition of control of a Series 12 (Restaurant) License to sell all spirituous liquors at New York Pizza Dept located at 1619 N Dysart Road, Ste A in Avondale.

ATTACHMENTS:**Description**

[Application and related documents](#)

SERIES 12 (RESTAURANT) LIQUOR LICENSE APPLICATION FOR
NEW YORK PIZZA DEPT

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

APPLICATION
DEPARTMENTAL REVIEW
POSTING PHOTOS
VICINITY MAP

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36813>



CITY COUNCIL AGENDA

SUBJECT:

Contract Award - Hennesy Mechanical

MEETING DATE:

12/7/2015

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 approve a contract with Hennesy Mechanical for parts and service for the Severn Trent, ClorTec On-Site Chlorine Generation System (OSCGS) in the amount of \$35,000 with four (4) renewal options for a maximum aggregate amount not to exceed \$175,000 over the life the agreement.

BACKGROUND:

The Arizona Department of Environmental Quality (ADEQ) promulgates the Safe Drinking Water Act (SDWA) regulations and requirements for Arizona. As a water purveyor, the City of Avondale is required to abide by all of the established regulations as outlined in the SDWA. The SDWA provides guidance for various treatment processes which include requirements for chlorination and pathogen reduction. In order for the City of Avondale to ensure compliance with regulations, it is necessary to operate and maintain our chlorination systems in the most efficient manner. This contract will allow the city to have immediate access to the unique parts and/or services as needed for the OSCGS. The City of Avondale's chlorination systems are essential apparatuses which must remain operational to ensure the delivery of safe chlorinated drinking water to our customers.

DISCUSSION:

The Public Works Department currently utilizes several Severn Trent OSCGS within the water treatment facilities. As with most mechanical equipment, parts require routine repair or replacement. Hennesy Mechanical is the regional sales distributor and is the only authorized agent for this line of Severn Trent chlorination equipment. Hennesy Mechanical has provided a comprehensive list of service specific replacement parts for our OSCGS's.

BUDGET IMPACT:

Staff estimates \$35,000 in expenditures for necessary parts and services per fiscal year, for a cumulative total over the contract period not to exceed \$175,000. Funding is available in the Public Works Operation and Maintenance Budget. The parts and services are typically charged to line items 501-9122-00-6740 R&M Wells and 501-9122-00-7490 Water System Supplies.

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Hennesy Mechanical for parts and service for the Severn Trent, ClorTec On-Site Chlorine Generation System (OSCGS) in the amount of \$35,000 with four (4) renewal options for a maximum aggregate amount not to exceed \$175,000 over the life of the agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Purchase Agreement](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HENNESY MECHANICAL SALES, LLC**

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of December 7, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and Hennesy Mechanical Sales, LLC, an Arizona limited liability company (the “Vendor”).

RECITALS

A. The City is in need of original equipment manufacturer parts for the Severn Trent ClorTec® onsite chlorination generation systems (“OSCGS”) in the City’s water treatment facilities.

B. Vendor is the exclusive representative of ClorTec® OSCGS in the States of Arizona and New Mexico.

C. Pursuant to Section 13.1 of the City’s Procurement Policy, the City desires to enter into an Agreement with the Vendor to provide ClorTec® OSCGS parts (the “Materials”) on an “as-required” basis, as more particularly set forth in Section 2 below.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 6, 2016 (the “Initial Term”), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager’s signature thereon, which approval may be withheld by the City for any reason. The Vendor’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Purchase of Materials. This is an indefinite quantity and indefinite delivery Agreement for Materials. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the specific Materials to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, materials order or other form of written agreement describing the materials to be delivered (each, a “Materials Order”). Each Materials Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit B and incorporated herein by reference. A Materials Order submitted without referencing this Agreement will be subject to rejection. Vendor acknowledges and agrees that a Materials Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City’s project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. Materials are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement will be held at the Vendor’s risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Materials into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Cancellation. The City reserves the right to cancel any Materials Order within a reasonable period of time after issuance. Should a Materials Order be canceled, the City agrees to reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Materials Order. The City will not reimburse the Vendor for any costs incurred after receipt of the City notice of cancellation, or for lost profits, shipment of product prior to issuance of a Materials Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. For the Initial Term, the City shall pay Vendor an aggregate amount not to exceed \$35,000.00 for the Materials at the unit rates set forth in the Price List attached hereto as Exhibit A and incorporated herein by reference. Thereafter, for each subsequent Renewal Term, if any, the City shall pay the Vendor an annual aggregate amount not to exceed \$35,000.00 for the Materials at the unit rates set forth in the Price List. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$175,000.00.

4. Price Warranty. Vendor shall notify and give the City the benefit of any price reductions before actual time of shipment. However, if the City authorizes shipment prior to specified shipment date, the City shall have the advantage of any price reduction prior to the specified shipment date.

5. Quality Warranty. The standard manufacturer’s warranty will apply to the Materials purchased under this Agreement. In addition, Vendor expressly warrants that the Materials furnished under this Agreement shall conform to the specifications, appropriate

standards, and shall be new and free from defects in material or workmanship. Vendor warrants that the Materials shall conform to any statements made on the containers or labels or advertisements for such Materials and that the Materials will be adequately contained, packaged, marked and labeled. Vendor warrants that the Materials furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which materials of that kind are normally used. If Vendor knows or has reason to know the particular purpose for which City intends to use the Materials, Vendor warrants that the Materials furnished will conform in all respect to samples. Inspection, testing, acceptance or use of the Materials furnished hereunder shall not affect the Vendor's obligation under this warranty, and such warranties shall survive inspection, testing, acceptance and use. Vendor's warranty shall run to City, its successors, and assigns.

6. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Materials, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and (ii) document and itemize all Materials delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement will be subject to rejection and may be returned.

7. Packing. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated into the Agreement. Vendor shall be responsible for safe packing that conforms to the requirement of carrier's tariffs. All shipments must carry the correct quantity, including clear identification of individual components of a multi-part shipment (i.e. 1 of 4, 2 of 4, etc.), product identification, Purchase Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate unless otherwise specified or shipper will be charged with excess freight that the City is required to pay.

8. Freight. Unless otherwise agreed to in writing, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice. Vendor shall retain title and control of the Materials until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damages to the Materials and shall assist the Vendor in arranging for inspection. Vendor must be notified of any damage within 30 days of delivery. The City reserves the right to cancel and reject the Materials upon default by Vendor in timeliness, rate, or manner of delivery.

9. Shipment Under Reservation Prohibited. Vendor is not authorized to ship the Materials under reservation, and no tender of a bill of lading will operate as a tender of the Materials. The City shall only be obligated to pay for the Materials actually received, unless prior payment has been specifically approved, in writing prior to shipment, by the City Manager or authorized designee.

10. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for,

from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Termination; Cancellation.

11.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City.

11.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

11.3 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

11.4 Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

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

12. Miscellaneous.

12.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that the Materials provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Agreement.

12.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

12.3 Laws and Regulations. Vendor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Vendor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting this Agreement, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

12.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Vendor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

12.9 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials specified herein without the prior written approval of the City. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Vendor.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for Materials, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which

shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

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

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

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

If to Vendor: Hennesy Mechanical Sales, LLC
201 South 26th Street
Phoenix, Arizona 85034
Attn: Jeff Pals

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.15 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

12.16 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under subsection 12.17 below, Vendor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 12.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

12.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Purchase Order and the Price List, the documents shall govern in the order listed herein.

12.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods from another source when necessary.

12.20 Federal Tax Exemption. As a political subdivision of the State of Arizona, the City is exempt from federal excise tax.

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HENNESY MECHANICAL SALES, LLC

[Price List]

See following page.

CLOR TEC REPLACEMENT PARTS

Description	Part No.	Cost Each
Plate, electro clamping	CT3-0546	\$ 89.64
1/4-20 all thread	CT8-5413	\$ 6.12
1/4-20 all thread	CT8-5412	\$ 5.62
Spacer	CT3-059P	\$ 2.89
Divider	CT17711	\$ 85.32
Divider Gasket	CT17720	\$ 30.24
Gasket	CT17724	\$ 6.45
O-Ring	CT03055	\$ 7.92
Nut, Nylon	CT83406	\$ 2.44
Lug, Terminal	CT87451	\$ 154.22
Washer, Brass	CT-4-2010	\$ 2.73
Nut, Brass	CT-4-2011	\$ 2.25
Compression Boss Nut	CT3-0564	\$ 34.56
O-Ring, Viton	CT17731	\$ 1.29
Clamping Plate	CT3-0541	\$ 68.04
CT-75 Cell Assembly Complete	CT6-0075B2	\$ 11,000.00
CT100 Cell Assembly Complete	CT6-0100B2	\$ 14,800.00
CT-75 Acrylic Cylinder	CT6-0076ASSY	\$ 2,285.00
CT-100 Acrylic Cylinder	CT3-0101ASSY	\$ 2,300.00

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HENNESY MECHANICAL SALES, LLC

[Materials Order(s)]

See following pages (to be attached subsequent to execution).



CITY COUNCIL AGENDA

SUBJECT:

Design Services Agreement - SRP - Northeast
Corner of 107th Avenue and McDowell Road

MEETING DATE:

12/7/2015

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, 623-333-4012

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Design Services Agreement with Salt River Project (SRP) to provide design and construction services for the relocation of a 69 kV power pole at the northeast corner of 107th Avenue and McDowell Road in the amount of \$150,000, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Staff has been working with the owners to develop land located on the northeast corner of 107th Avenue and McDowell Road. A challenge for development of this parcel is the cost associated with need to relocate a 69 kV pole owned by Salt River Project (SRP). Improvements to the intersection of 107th Avenue and McDowell Road require the relocation of these power lines.

DISCUSSION:

Relocation of the pole will create an incentive to spur development of the parcel within the Medical Corridor. Staff approached SRP to determine the cost of relocating the power pole. The estimated cost from SRP for their design and construction/relocation is \$150,000. Staff will work with SRP staff through the relocation process, however the developer will still need to design and construct the remaining street widening improvements at their cost. Staff will coordinate with the developer to ensure that the pole relocation is done in conjunction with their improvement plans. Upon final design, SRP will present to the City a final relocation cost. If this cost exceeds \$150,000, staff will present the updated cost to Council. If Council determines the final cost is not acceptable, the City will be responsible for the design cost only.

BUDGET IMPACT:

Funding for this Project in the amount of \$150,000 is available in Economic Development Opportunities Fund Line Item No. 101-6700-00-6180.

RECOMMENDATION:

Staff recommends that the City Council approve a Design Services Agreement with Salt River Project (SRP) to provide design and construction services for the relocation of a 69 kV power pole at the northeast corner of 107th Avenue and McDowell Road in the amount of \$150,000, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Design Services Agreement](#)

[Vicinity Map](#)



MUNICIPAL PROJECT - DESIGN SERVICES AGREEMENT

Transmission Line Design
P.O. Box 52025 (M/D EVS-119)
Phoenix, AZ 85072-2025

Engineer : (602) 236-3725
Design Fax : (602) 236-8069

Date : 11/10/2015

To: David A. Janover, P.E., F.NSPE
City of Avondale
11465 W. Civic Center Dr., Suite 120
Avondale, AZ 85323

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona, (SRP) and the City of Avondale, a municipal corporation organized, and existing under the laws of the State of Arizona (City), enter into this contract for the design of electrical facilities for the following project.

Project Name : 107 Ave and McDowell Pole P-28 Relocation - Transmission Customer Requested Improvements

Location : 107 Ave and McDowell

City Project Number :

This agreement includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

City understands that SRP will not begin design and engineering services, until a signed copy of this agreement is received by SRP. Upon receipt of the signed agreement, SRP will proceed with full design services, deferring any design and engineering fees or costs until the execution of the Municipal Construction Services Contract to follow.

Upon completion of the project design, SRP shall provide the City, a final design drawing(s) and a Municipal Construction Services Contract. If the City desires SRP to proceed with construction of the project in accordance with the design drawing(s), City shall sign and return the Municipal Construction Services Contract and pay SRP the specified fees for design and construction of the project. City acknowledges and agrees that the contract amount payable under the Municipal Design & Construction Services Contract will include the design fees and costs incurred by SRP under this agreement.

If City cancels the project at any time, or fails to execute a contract with SRP for construction of the project within 120 days after SRP delivers the final design drawing(s) and the Municipal Design & Construction Services Contract for the project. City agrees to reimburse SRP for the design fees and engineering costs incurred by SRP under this agreement.

The following is an "estimate only", based on preliminary information and is subject to change as the design progresses to completion.

Table with 3 columns: SRP Job Work Order Number, Description, Cost. Row 1: T2110163, 107 Ave and McDowell Pole P-28 Relocation - Transmission Customer Requested Improvements, \$ 150,000.00. Row 2: Total Estimated Costs, \$ 150,000.00.

SRP shall not be required to perform inspections or begin any construction or installation work on the project until City (i) approves and returns the signed Municipal Design & Construction Services Contract to be provided upon completion of the design and engineering services, (ii) accepts the completed design drawing(s) by signing them and returning a copy to SRP, (iii) pays SRP the specified costs for design, engineering, materials and construction of the project, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the project before SRP will begin any construction or installation work under this Contract. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the project, City shall be responsible for paying additional costs of the redesign work. If City changes the project, or if there is any change to the information regarding the project provided by the City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the design and engineering services on the terms and conditions set forth in this Agreement. City may accept this offer by signing this Agreement (with no additions, deletions or modifications), and returning it to SRP. This offer shall expire if City has not signed and returned this Agreement to SRP within 90 days of the date first set forth above.

City understands and agrees to the terms and conditions of this Agreement. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

For SRP:

Print Name	Signature, SRP Transmission Line Manager	Date

For Customer :

Print Name & Title	Signature	Date

Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract except as specifically modified herein. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.

2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.

3. City shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the City Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the City facilities may be used with SRP's facilities.

4. Before beginning construction, City shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. City, at all times, shall permit SRP to access and maintain any SRP electric facility on City property. City understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until City has provided all such easements.

5. City shall require that any construction work performed by City or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.

6. City shall secure all required State, County, and local permits and approvals.

7. If City decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("City Work"), then all City Work shall conform to SRP's standards, and City shall permit SRP to inspect, at any time, any City Work or City-provided facility. If City decides to provide surveying, then City shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and City shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at City's expense. Any inspection by SRP shall not be deemed an approval of any City-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.

8. SRP shall not be responsible for, and City shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to City's performance of the City Work, including without limitation Claims arising out of the performance of City Work on property not owned by City or outside of the easements provided to SRP under Section 4 of this Contract.

9. City shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities.

10. City, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to City-requested changes in property lines, easement grade,

**Electrical Design and Construction
Terms and Conditions
(Continued)**

and/or errors in staking, trenching, or survey when such work is performed by City or a contractor retained by City.

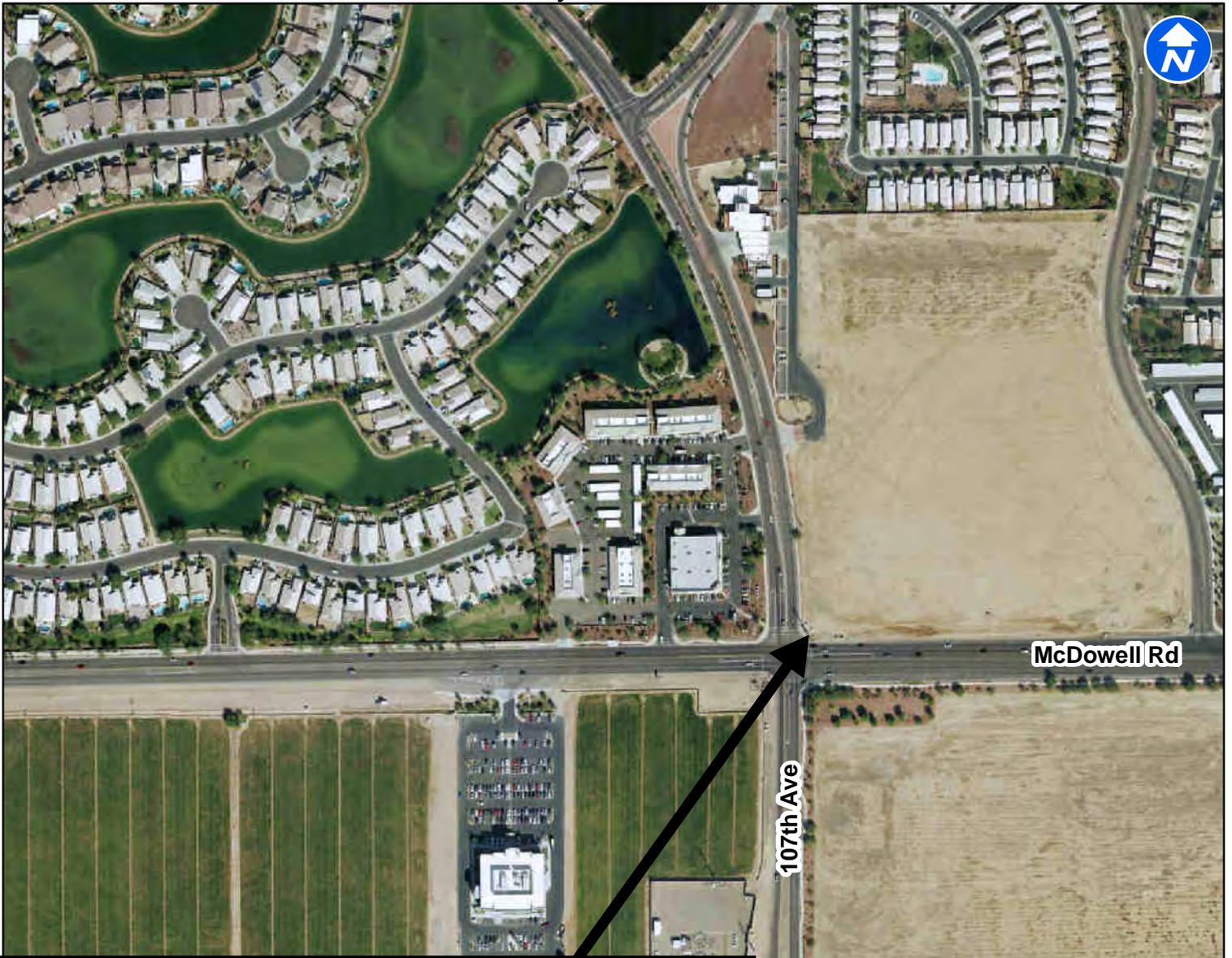
11. City shall indemnify, defend, and hold harmless SRP, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by SRP, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of City, or its officials, employees, agents, contractors, or subcontractors. City's obligation under this section shall extend to defend SRP when SRP, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with City, its officials, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of SRP. City shall release SRP from any loss, damage, liability, cost, or expense incurred by City arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by Section 9.

12. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and City agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in the State of Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and City hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.

13. The title to all work performed by SRP, or performed by City at SRP's request and accepted by SRP, shall remain with SRP at all times.

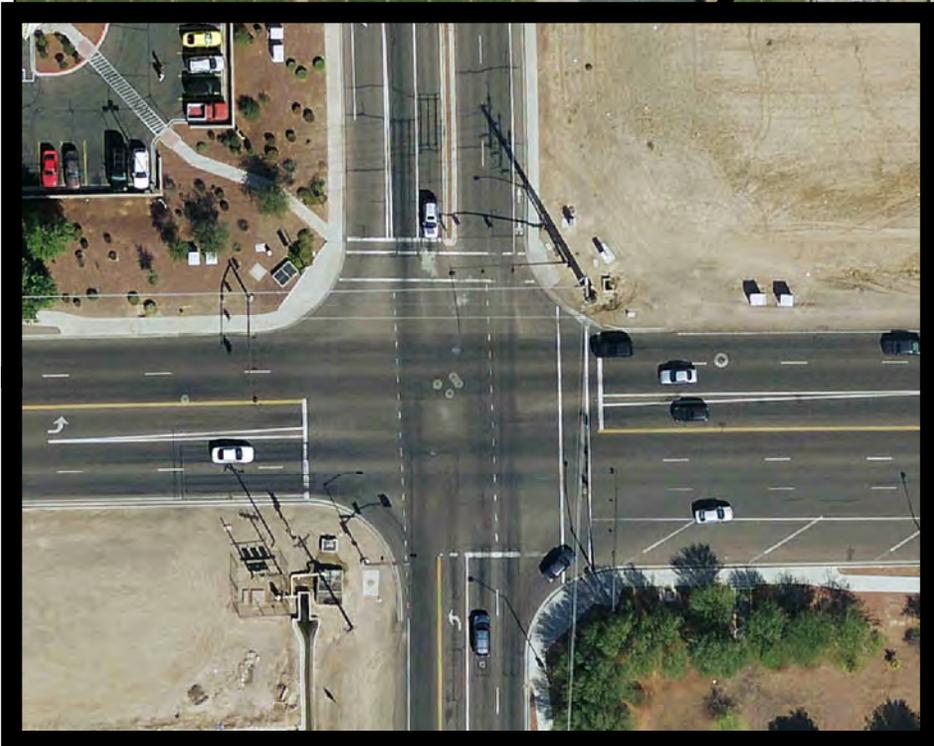
14. City shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.

15. If City requires SRP to relocate any electrical facilities installed and paid for by the City pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, City shall reimburse SRP for all costs associated with moving the relocated facilities. City's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the City.



McDowell Rd

107th Ave



107th Ave & McDowell Rd Intersection



CITY COUNCIL AGENDA

SUBJECT:

Construction Services Contract - SRP - 107th
Avenue from Van Buren Street to Roosevelt
Street

MEETING DATE:

12/7/2015

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

Staff is requesting that the City Council approve a Construction Services Agreement with Salt River Project (SRP) to provide construction services for lowering existing power distribution lines along 107th Avenue from Van Buren Street to Roosevelt Street in the amount of \$303,340.79, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

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

DISCUSSION:

In order to prepare for the road widening project, the existing SRP irrigation ditch has to be relocated and piped by SRP contractors. The construction agreement for the irrigation improvements was previously approved by Council on November 16, 2015. When SRP installs the new 78-inch pipe, it will cross existing underground electric lines in three (3) locations. These existing lines have to be lowered to avoid conflict with the irrigation pipe. The new irrigation pipe is located in a USA Fee easement area. SRP will install conduit crossings in conjunction with the irrigation work to prepare for the relocation of the 69 kV poles. This will minimize future costs.

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

- Lowering of existing conduits
- Installation of five (5) new conduit crossings
- Construction Engineering.

The Project is located within right-of-way the City recently purchased along the west side of 107th Avenue, between Van Buren Street and Roosevelt Street .

BUDGET IMPACT:

Funding for this Project in the amount of \$303,340.79 is available in CIP Street Fund Line Item No. 304-1330-00-8420, 107th Avenue, Van Buren Street to Roosevelt Street.

RECOMMENDATION:

Staff recommends that the City Council approve a Construction Services Agreement with Salt River Project (SRP) to provide construction services for lowering existing power distribution lines along 107th Avenue from Van Buren Street to Roosevelt Street in the amount of \$303,340.79, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Construction Services Contract](#)

[Vicinity Map](#)



Construction Services Contract (Municipal Distribution)

CUSTOMER IMPROVEMENTS
XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

SRP Contact: Jason Hughes
Contact Phone: (602) 236-0886
Contact Fax:
Date: 11/12/2015

ATTN: Chris Hamilton
City of Avondale
1146 W Civic Center Dr.
Avondale, AZ 85323

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and City of Avondale, a municipal corporation organized and existing under the laws of the State of Arizona, (City) enter into this contract (Contract) for the construction of electrical facilities for the following City project (Project):

Job Name:	CUS UW 107TH AV & VAN BUREN		
SRP Job #:		SRP Work Order #:	T2054505
Customer Job #:	ST1330		
Location:	107th Ave & Van Buren St		

City acknowledges that it previously entered into a design services contract with SRP for the Project. City now desires SRP to proceed with construction of the Project in accordance with the design drawings delivered by SRP pursuant to the design services contract.

This Contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

In consideration of the work to be performed by SRP, City shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$303,340.79	SRP	SRP
Scope:	CONDUIT LOWERING AT THREE LOCATIONS SRP TO LOWER EXSISTING CONDUITS IN PLACE SO NEW IRRIGATION PIPE CAN BE INSTALLED. SRP WILL ALSO INSTALL 5 NEW CONDUIT CROSSING THROUGH THE USA FEE EASEMENT FOR THE FUTURE RELOCATION OF THE TRANSMISSION LINE..		

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) signs and returns this Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the fees set forth above, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.



**Construction Services Contract (Municipal Distribution)
(Continued)**

City understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

**Customer's
Legal Business
Signature:** _____

Company Name: _____

Printed Name: _____ **Title:** _____

Address: _____ **Phone:** _____

_____ **Date:** _____

**SRP Authorized
Signature:** _____ **Phone:** _____

Printed Name: _____ **Date:** _____

Scott Trout



Electrical Design and Construction Terms and Conditions

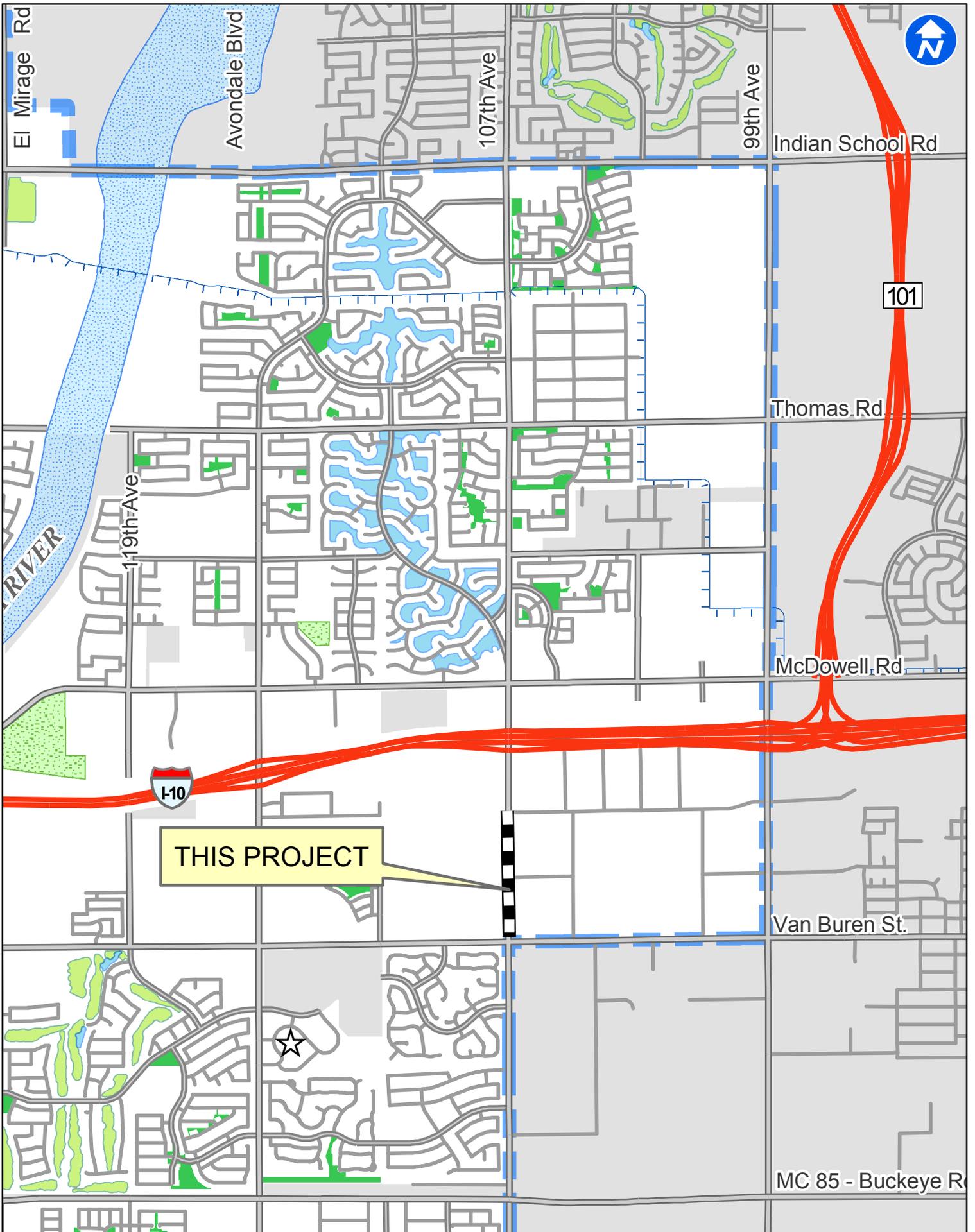
1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.
4. Before beginning construction, CITY shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.
5. CITY shall require that any construction work performed by CITY or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CITY shall secure all required State, County, and local permits and approvals.
7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and CITY shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.
9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Term and Condition.
10. CITY, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CITY-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CITY agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CITY hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.



**Electrical Design and Construction
Terms and Conditions
(Continued)**

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. CITY shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If CITY requires SRP to relocate any electrical facilities installed and paid for by the CITY pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CITY shall reimburse SRP for all costs associated with moving the relocated facilities. CITY's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the CITY.

City of Avondale



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



CITY COUNCIL AGENDA

SUBJECT:

Construction Contract Award The Fishel
Construction Company 127th Avenue Waterline

MEETING DATE:

12/7/2015

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 award a construction contract to The Fishel Construction Company for construction of the 127th Avenue Waterline project in the amount of \$804,342, authorize the transfer of funds and execution of the necessary documents.

BACKGROUND:

The City of Avondale annexed a portion of land surrounding 127th Avenue between Lower Buckeye Road and Elwood Street from Maricopa County in 1990. When the annexation took place, the City took over the private water system. This water system has been gradually improved over the years. Additional improvements are necessary as the homes in this area experience very high water pressures, with low fire flows, as they are at the lower end of the city's system.

This construction contract will continue to improve the water lines in this area by installing 4,000 feet of 16" water line to create a large water distribution line that will run parallel to 127th Avenue from Lower Buckeye Road to Illini Street. Along with the construction of the distribution line, 1,400 feet of 8" water lines will be installed on County Line and Pioneer Street to allow for improved water pressure. With the installation of the new 8" water lines, six water service lines will be replaced. These improvements will discontinue the practice of staff entering private properties to read meters or conduct meter service as the water lines will be located to the front of the property instead of the rear. A pressure reducing station will also be added in the vicinity of Vermeersch Avenue and Elwood Street that will help lower the pressures and protect the older more fragile system lines to the south.

DISCUSSION:

Invitation-for-Bid notices were published in the West Valley View on October 6, 2015 & October 13, 2015 and in the Arizona Business Gazette on October 9, 2015. A non-mandatory pre-bid meeting was held on October 13, 2015. Fourteen (14) bids were received and opened on October 28, 2015. Each bid package was reviewed. The bids ranged from approximately \$805,000 to \$1,100,000. Firms submitting the lowest three bids and the amount of their bids are as follows:

The Fishel Construction Company	\$804,342
Markam Contracting	\$824,356
Redpoint Contracting	\$845,292

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. The Fishel Construction Company with a bid of \$804,342 was determined to have submitted the lowest qualified bid. Staff contacted references provided and The Fishel Construction Company did receive positive recommendations. The Fishel Construction Company has completed similar work. Staff contacted the Registrar of Contractors and found no claim on file against this contractor. Staff determined that The Fishel Construction Company is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval	December 7, 2015
Notice of Award	December 8, 2015
Notice to Proceed	January 2016
Completion	May 2016

BUDGET IMPACT:

Funds have been budgeted in line item 514-1153-00-8520, 127th Avenue Waterline- Lower Buckeye to Dysart. A budget transfer of \$81,000 is being requested from line item 514-1343-00-8520, water system line replacements and expansion, to fully fund this project. The budget transfer will not affect the other ongoing projects.

It should be noted that the water lines for County Line and Pioneer Street were originally budgeted in line item 514-1343-00-8520. In order to efficiently design and construct the new water lines, this project was combined with the new water line to be installed parallel to 127th Avenue.

RECOMMENDATION:

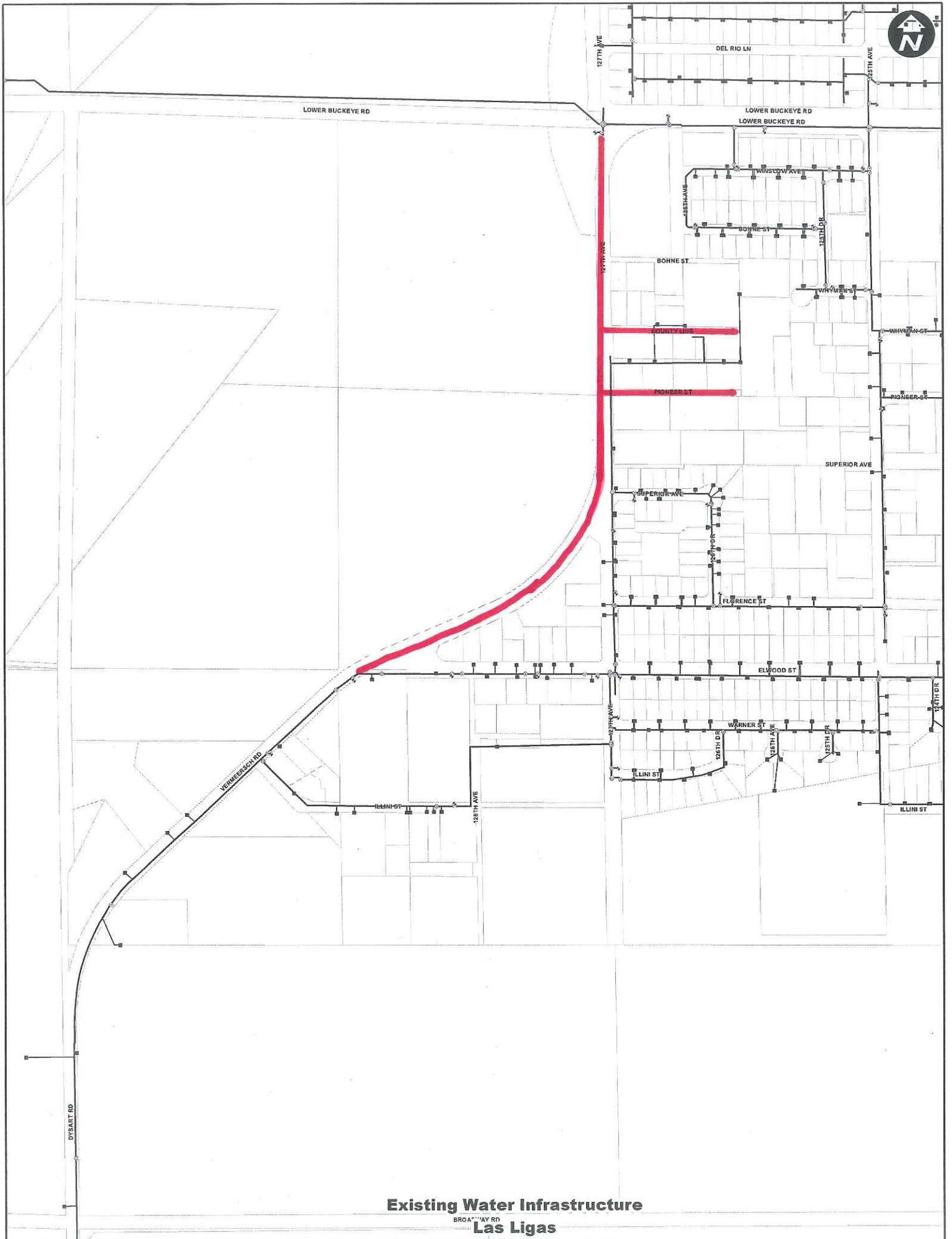
Staff recommends that the City Council award a construction contract to The Fishel Construction Company for the construction of the 127th Avenue Waterline project in the amount of \$804,342, authorize the necessary transfer of funds and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Vicinity Map](#)

[Construction Contract - The Fishel Company](#)



Existing Water Infrastructure
Las Ligas

CONSTRUCTION CONTRACT AWARD – FISHEL CONSTRUCTION COMPANY

127TH AVENUE WATERLINE

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36801>



CITY COUNCIL AGENDA

SUBJECT:

Fourth Amendment to Professional Services Agreement- Logan Simpson Design, Inc. - Friendship Park Improvements

MEETING DATE:

12/7/2015

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

Staff is requesting that the City Council approve the Fourth Amendment to the Professional Services Agreement with Logan Simpson Design, Inc. (Logan Simpson) in the amount of \$47,153 to complete final construction documents for the Friendship Park Improvements project and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On April 1, 2013, City Council approved a Professional Services Agreement (PSA) with Logan Simpson to provide schematic design services for improvements at Friendship Park. On October 21, 2013, City Council approved Amendment 1 to develop the design documents and provide post design services. On July 7, 2014, City Council approved Amendment 2 to prepare design development and construction documents. This Phase of the project included the revised plan with a splash pad. On April 6, 2015, City Council approved Amendment 3 for preconstruction, construction administration, and post-construction services.

On September 21, 2015, staff approached City Council to seek direction and potential changes for Friendship Park. The City Council provided direction to modify the plan slightly and include the following key park improvements:

- Splash pad with shade incorporated and new restroom facility
- Renovating the north restroom near the lake
- 6 new picnic shelters (4 near the splash pad and 2 east of the lake)
- Additional parking of approximately 100 spaces
- Replacing 2 playgrounds with additional shade and protective and accessible surface
- Fencing along the south side of the soccer fields between the maintenance yard and tennis courts
- Trees, landscape plants, picnic tables, trash receptacles, and site amenities
- Irrigation system modifications
- Installation of Gallery 37 public art

DISCUSSION:

There has been much history with the Friendship Park renovations for more than 3 years. This past summer, the project was advertised and only 2 bids were received. As both bids were over the available project budget, they were rejected. Staff reassessed the project and provided some recommendations to City Council at the September 21, 2015 Work Session. City Council supported staff recommendation to increase the construction budget and to make slight design modifications to Friendship Park.

Since that meeting, staff has been meeting and coordinating the design changes with Logan Simpson. In order to complete the revised construction document package and prepare the project for bid, a fourth amendment to the PSA is necessary.

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:

Final Plans – January/February 2016

Construction:

Bid Award – March 2016

Begin Construction – April 2016

End Construction – October 2016

BUDGET IMPACT:

The Fourth Amendment will increase the compensation amount by \$47,153, resulting in a total contract compensation not-to-exceed amount of \$415,201. Funding for this amendment is available in CIP Park Development Fund Line Item 310-1027-00-8120, Friendship Park Improvements. The term of the Agreement will also be extended through December 7, 2016.

RECOMMENDATION:

Staff recommends that the City Council approve the Fourth Amendment to the Professional Services Agreement with Logan Simpson Design, Inc. (Logan Simpson) in the amount of \$47,153 to complete final construction documents for the Friendship Park Improvements project and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Fourth Amendment](#)

**FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LOGAN SIMPSON DESIGN, INC.**

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Fourth Amendment”) is entered into as of December 7, 2015, between the City of Avondale, an Arizona municipal corporation (the “City”), and Logan Simpson Design, Inc., an Arizona corporation (the “Consultant”).

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated April 1, 2013, as amended by that certain First Amendment dated October 21, 2013, as amended by that certain Second Amendment dated June 16, 2014, and as amended by that certain Third Amendment dated April 6, 2015 (collectively, the “Agreement”), for Consultant to perform schematic design services for improvements at Friendship Park.

B. The City has determined that revisions are necessary to the previously submitted 100% construction documents for bidding and construction of the Friendship Park improvements (the “Additional Services”).

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

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until December 6, 2016, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Scope of Work Modification #4, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Consultant by \$47,153.00 for the Additional Services at the rates as set forth in the Additional Fee Proposal,

attached hereto as a part of Exhibit 1, resulting in an increase of the total compensation, from \$368,048.00 to an aggregate amount not to exceed \$415,201.00.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, Acting City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

LOGAN SIMPSON DESIGN, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared _____
_____, the _____ of LOGAN SIMPSON DESIGN,
INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory
evidence to be the person who he/she claims to be, and acknowledged that he/she signed the
above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LOGAN SIMPSON DESIGN, INC.

[Scope of Work Modification #4 and Fee Proposal]

See following pages.



L O G A N S I M P S O N

October 6, 2015 (revised 11/18/15)

Kirk Haines
Director of Parks and Recreation
City of Avondale
1211 South 4th Street
Avondale, Arizona 85323

Re: City of Avondale - Friendship Park Improvements
Contract Modification #4 - Revisions to Permit/Bid Ready Construction Documents
Proposed Scope and Fee

Dear Mr. Haines:

As requested, Logan Simpson is providing a (revised) scope and fee proposal for preparing final Construction Documents for the above-referenced project. Our understanding of the work is that the Logan Simpson Team will revise the previously issued 100% Construction Documents (Dated: 01/29/15, and Permit Submittal 02/27/15) to reflect the City of Avondale's requested changes (see attached description Exhibit A). The purpose of the revisions is to address changes in program, improve the functionality of the park and reduce the number of alternatives in the bid documents. We understand that the revised plans will need to be re-submitted to the City for review and permit approvals. Once the plans are approved, the City will process the project through another bid procurement process. The Construction Documents will be repackaged as required to obtain competitive bids.

Logan Simpson and their sub-consultants will complete the tasks outlined below for a time and materials, not to exceed, cost. Once the project agreement is executed, this proposal shall become part of the amended Agreement between Logan Simpson and the City of Avondale. Logan Simpson's work will be billed monthly based on a percentage of completion of each task.

We hope that this proposal meets with your approval. Please contact us if you have any questions or need additional information.

Respectfully,

Jerry Moar, ASLA, LEED AP BD +C
Senior Project Manager

Craig Coronato, FASLA, LEED AP BD+C
Director of Design

Enclosed Proposal: Exhibit A: Scope of Services and Fee and Expenses; Exhibit B: Subconsultant Fee Proposals

**CITY OF AVONDALE - FRIENDSHIP PARK
CONTRACT MODIFICATION #4 - REVISION TO FINAL BID/PERMIT CONSTRUCTION DOCUMENTS
EXHIBIT 'A' SCOPE AND FEE**

SCOPE OF SERVICES

Logan Simpson (LS) will prepare and coordinate revisions to the previously submitted 100% construction documents for bidding and construction of Friendship Park Improvements as described in the following "Changes to Project Design". The work includes project sub-consultants for revisions to civil engineering, architecture (with mechanical, electrical, plumbing, and cost estimating), site electrical engineering and splash pad mechanical revisions. Subconsultant Scopes of Work are included in the attached proposals (Exhibit B) s and as follows:

- **Civil Engineering:** Strand Engineering
- **Architect:** Architekton with Henderson Engineering (MEP)
- **Electrical Engineering:** Wright Engineering
- **Splash Pad:** AquaDesign

Architekton will provide revisions to the existing restroom building within the Scope of Work and Fee already approved, but their subconsultants, HEI and Marc Taylor, are included for revisions to the building MEP and the addition of cost estimating for all building improvements so that they can be reasonably predicted and added to the bid tabulation for project bidding, and back-up during bid evaluation.

Changes to Project Design:

The LS team will review project set and comments received during City review and prior bid process and make necessary agreed-upon revisions. Work will include design of hardscape, landscape, irrigation, furnishings and lighting for areas identified below, with the goal to remain within the allocated project budget. Construction will be phased, to the extent feasible, such that the park can remain open for access to fields during construction. The bid form will include a 10% allowance for unforeseen items. Scope revisions include:

Buildings:

Restroom Buildings: Proposed new restroom will remain the same, to be re-bid with other revisions. Review project colors to build on Parks' theme of referring to the buildings as the "blue building", "green building", etc. Prepare MEP revisions as necessary to support modified design of north restroom.

Revise north restroom to perform updating necessary modifications with a construction budget of \$75,000. The intent of the reduced version of work at the existing restroom building will be to keep the shell of the building as is, but revise the interior of the men's and women's restrooms. That work would include revising the handicapped accessible stall in each by removing the toilet partition door to the stall, the masonry wall on the hinge side, lavatories, entry doors and drinking fountains (see sheet AD-101R). We will design a new toilet partition door and privacy panel at the accessible stalls, new counters and sinks, new exterior doors and patch and repair the floor and wall surfaces, paint all wall and ceiling surfaces and install new lights. (See sheet AE-101R). NOTE: the building will not be expanded, there will not be a family restroom, vending alcove or changes to the two existing rooms adjacent to the restrooms. The existing roof and exterior walls will remain as is. (We will call for new paint on the exterior wall surfaces. Both buildings will include chilled water drinking fountains. The architectural design work does not included cost estimating.



Sitework

North restroom area: The village green area will be eliminated to allow the existing fields to remain as they are for now. This and other areas will receive new site furnishings such as benches, game tables, trash receptacles, bike racks and city-branded signage. Specify seating and signage that complements existing park components. Parks uses plastic trash containers in lieu of existing stationary ones. Preference is for stationary receptacles with recycling in key central areas.

Picnic Area: 4-ramada area at north end of site is being relocated to an area next to the Splash Pad and main playground. Add centralized kitchen/bbq with water service. Two additional ramadas will be added near the north restroom, north of existing playground. Additional changes include grading design to accommodate changes to floodplain area, sidewalk access, irrigation, planting, and site furnishings.

Splash Pad: Splash pad and shade sail are being rotated to accommodate relocated picnic area and access requirements. Also, work will accommodate revisions necessary to install public art installation by separate contractor. Aquadesign will provide revised plans coordinated with building mechanical.

Athletic Fields: perimeter fencing to be removed and replaced with a chain link fence (6 ft. height with top rail) along the south side of site between maintenance building and tennis courts. The layout of the fence will include small openings for retrieving soccer balls.

Parking: LS will eliminate changes to the parking area at the north end (reduction) and east side (added). The existing parking areas are to be seal coated and restriped. LS will verify ADA accessible spaces and signage for the new improvements. The preferred location for ADA parking is located at end of parking area near main playground.

Lighting: Lighting of fields 9 and 10 has been deleted. As a result LS will not be relocating and salvaging the existing poles at field 2. Fixtures will be reduced to lower wattage LED for passive recreational use. Also, most if not all of the fixtures around the parking lots have been replaced with LED. Most of the others along the paths have not. Many of the steel poles are rusting at the base, especially where exposed to irrigation. Some poles have been removed and not replaced so there are gaps in coverage. Bid the work to replace either pole and fixture, pole only, or fixture in areas within the project limits. Perform site visit and review with Parks to develop quantities and coordinate proposed control/metering features.

Planting plan: plants that were deleted previously for cost savings will be added back as part of base bid. LS will change the palette as required to eliminate desert natives such as Palo Verde and Mesquite in favor of adapted shade trees such as Live Oak and Sissoo. Add to planting plan 150 trees with an allowance in the bid for insurance replacement. Include planning in all parking islands and bare areas where previous plants have been removed.

Irrigation: Components of the irrigation system (controllers, laterals and heads) were eliminated previously for cost savings will be added back as part of base bid. In addition discussions with Parks indicates they may want to consider other programs/controls. LS will meet and review with parks staff to coordinate.



Playgrounds: The City will handle replacement of existing playground structures along with safety surfacing, shade structures and fitness stations. LS will include some recommendations for shade tree planting and site furnishings around the play equipment.

Tasks

1.0: CONSTRUCTION DOCUMENT PHASE (100% Permit/Bid Documents)

Task 1.1 Construction Document Revisions: Logan Simpson's Team will revise the 100% Construction Documents (Dated: 01/29/15, Permit Submittal 02/27/15) utilizing guidance provided by the City of Avondale as summarized in the Changes to Project Design. The purpose of the revisions is to address changes in program, improve the functionality of the park, and reduce the number of alternatives in the bid documents. The revisions will include the following items:

Changed Items:

- Revise the Site Lighting (Wright Engineering) to eliminate lighting on fields 9 and 10 and associated changes. Review pole and fixture replacement requirements where City has already replaced fixtures.
 - Revisions to plans, specifications and cost estimate.
 - Review trade coordination between building and site needs
 - Other facilities remain the same
- Reduce the extent of remodeling the existing (north) restroom building (Architekton)
 - Remodel will not include additional footprint or new roof
 - Remodel will include new fixtures, lavatories, counters, plumbing, light fixtures and switches, hand driers, drinking fountains, window screens, and partition walls.
 - Existing roof will be kept as is.
 - Existing exterior walls will be maintained, patched and painted or stained
 - ADA and other improvements as recommended within established budget.
- Revise site improvements based on new program requirements and plan review by Client, including:
 - Relocate Picnic Area to area near splash pad; add centralized kitchen feature (with 2 sinks, 4 grills, unsecured area), with shade Ramadas and landscaping. Add two Ramadas near the north playground, with grills and tables. Rotate and adjust the location of the splash pad (Aquadesign) to accommodate the new Ramada area.
 - Add back in landscaping materials and irrigation that were previously deducted. Add 150 trees in allowance item. Locations to be determined.
 - Remove perimeter fencing around fields, and add a chain link fence along the southern boundary of the Park.
 - Remove the additional parking and "village green".

Logan Simpson will remove the following Alternates from the prior Bid Package:

- Alternate #5 - Western Pathway
- Alternate #6 - Rectangular Ramada
 - The Rectangular Ramadas will be included in the base bid.
- Alternate #7 - McDowell Road Monument Sign



SCHEDULE

LS will prepare final construction documents and specifications as described below. LS anticipates that there will be two (2) City review submittals for permitting of the project. The first submittal will be the re-submittal of the revised 100% construction documents to the City for review and initial permitting. It is anticipated that the first submittal will be completed by December 18th, 2015. We anticipate a 3-4 week (with holidays) review by the City, and will need up to 2 weeks after receipt to issue final 100% for bidding. The second and final 100% submittal will include responses to comments received from the City during the first submittal and necessary revisions. Final submittal is anticipated by January 29th, 2016. At each submittal described above LS will update the estimate of probable cost and provide an updated bid tabulation.

SUBMITTALS

Project submittals are as follows:

- ▶ **Resubmittal of 100% Initial City Permit Review** (PDF) and (3) 24" x 36" sealed Plans and Specifications
- Cost Estimate/Bid Tabulation

- ▶ **100% Permit/Bid Ready Construction Documents** (PDF and (3) 24" x 36" sealed Plans and Specifications

Task 1.2 Project Team Coordination Meetings - During the Construction Document Revision and Permit Phase, LS will participate in two (2) project team coordination meetings with the City to review the status of the project and discuss project issues and schedule. It is anticipated that the coordination meeting will be held at the City of Avondale Development and Engineering Services.

2.0: SERVICES DURING BIDDING

Logan Simpson Team will attend a pre-bid conference to provide Contractors with an overview of the project and answer questions regarding the components of the construction documents. Logan Simpson will take Contractor calls during the bidding process, and answer questions that clarify the construction document contents. If required, Logan Simpson will prepare and issue addenda to further clarify items during the bidding process. Logan Simpson will assist in the review of, and provide recommendations for Contractor selection after bids are received by the City. We anticipate one meeting with City officials or a presentation to Council during this task.

3.0: SERVICES DURING CONSTRUCTION

Prior Scope of Work items did not include time for the Electrical Consultant to perform services during construction. Work will include review of all electrical equipment submittal packages for conformance to contract documents and provide written itemized submittal review and response letter. Review all RFI's and Change Order requests and provide written itemized review and response letter. Visit the site for up to (2) two inspections of the electrical installation and prepare an inspection report.

CONTINGENCY ALLOWANCE

This allowance item is added for unforeseen items outside of the scope of work, and may only be drawn against with written approval from City staff.



FEE PROPOSAL:

Logan Simpson proposes to complete the work as an amendment to the existing on-call agreement for this project, for a fee not to exceed **\$47,153.00**, unless otherwise approved. Direct reimbursable expenses include subconsultant fees (identified on attached proposals), printing, mileage and expedited deliveries, to be billed at cost.

LOGAN SIMPSON DESIGN FEE		\$32,003.00
Task 1.0 Construction Documents (Permit/Bid Documents)	\$18,233.00	
Task 2.0 Services During Bidding	\$2,670.00	
Contingency Allowance (for unseen items outside Scope of Work only, as directed by City)	\$10,000.00	
Reimbursable Expenses	\$1,100.00	
SUBCONSULTANT FEE BREAKDOWN (see attached proposals for detail)		\$15,150.00
Strand Associates (Tasks 1.0 and 2.0)	\$2,900.00	
Wright Engineering (Tasks 1.0, 2.0, and 3.0)	\$8,850.00	
Architekton (Tasks 1.0 and 2.0 for MEP work)	\$2,500.00	
AquaDesign (Task 1.0)	\$900.00	
LOGAN SIMPSON TEAM TOTAL FEE		\$47,153.00

ASSUMPTIONS:

Excluded items as listed below, unless otherwise directed by City:

- Floodplain Revisions (CLOMR/LOMR)
- Playground design
- Revisions to the new Restroom Building
- Additional meetings and site visits in addition to those identified in the Scope of Work.

ADDITIONAL SERVICES

Logan Simpson is available to provide project-related services in addition to those identified above as directed by City of Avondale. Such services shall be considered Additional Services and shall be requested and approved in writing. Logan Simpson’s fees for Additional Services shall be based on a modification of this Agreement, or time and materials based on the firm's standard hourly rates, or another agreed upon method. Expenses incurred in conjunction with the provision of Additional Services shall be reimbursed at cost.

END OF MOD #4 PROPOSAL



Strand Associates, Inc.®
4602 East Elwood Street, Suite 16
Phoenix, AZ 85040
(P) 602-437-3733
(F) 480-858-0204

September 30, 2015

Craig Coronato
Logan Simpson Design
51 West Third Street, Suite 450
Tempe, AZ 85281

RE: Avondale Friendship Park
Strand Project No. 3795.002
Modification #5 Additional Phase 1 Design Services

Dear Craig,

Strand Associates, Inc.® is pleased to submit this proposal letter for additional design services related to grading, paving, and utility improvements at Avondale Friendship Park. This proposal is based on correspondence identifying additional design and construction-related services.

Scope of Services

- Revise and update paving and drainage drawings to show picnic areas next to the splash pad and two ramadas near the north playground.
- Update 100 percent quantities and cost estimate.
- Re-print 100 percent drawings for bidding.
- Respond to contractor questions during bidding.

Deliverables

Approved drawings in hard copy (one set) and portable document format.

Fees

The Scope of Services, as defined above, will be provided on an hourly rate basis plus expenses, not to exceed \$2,900.

Schedule

Services will begin upon execution of an amendment to the agreement dated May 13, 2013.

Sincerely,

STRAND ASSOCIATES, INC.®

Baird H. Fullerton, P.E., LEED® AP
Project Manager

BHF:brg\K:\PHO\Work Products\Client\Proposals & SOQs\2013\AZ\Logan Simpson Design\017-11-12 Avondale Friendship Park\Phase 1 scope and fee\REV20150930-5.docx

October 26, 2015

Logan Simpson Design
51 West Third Street
Suite 450
Tempe, Arizona 85281

Re: **Friendship Park Additional Design and Construction Phase Services
– WEC Job# 13132**

Attn: Craig Coronato

Contract amendment for Wright Engineering Corp. to complete additional services listed below:

Additional Design Scope of Services:

1. Revise existing design drawings for the picnic area relocation and adjust lighting around splash pad as required
2. Add power and lighting design for 2 additional ramadas
3. Revise estimates for sports lighting for current bid environment
4. Incorporate City comments and updates as required.
5. Attend 1 coordination meeting or site visit

Construction Phase Scope of Services:

1. During construction: Review all electrical equipment submittal packages for conformance to contract documents and provide written itemized submittal review and response letter.
2. Review all RFI's and Change Order requests and provide written itemized review and response letter.
3. Visit the site for up to (2) two inspections of the electrical installation and prepare an inspection report.

Type of Billing:

Additional Design Services: Hourly at Contract Rates
\$5,900.00 (Five Thousand Nine Hundred Dollars)

Construction Phase Services: Hourly at Contract Rates
\$2,950.00 (Two Thousand Nine Hundred Fifty Dollars)

Wright Engineering, Corp.

Signature: 

By: R. Scott Wright, P.E., LC

Title: President

Date: October 26, 2015

Logan Simpson Design

Signature: _____

By: _____

Title: _____

Date: _____

October 15, 2015

Mr. Craig Coronato
Logan Simpson Design
51 W 3rd St #450
Tempe, AZ 85281

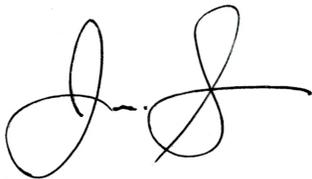
Avondale Friendship Park
Additional Fee Request – Revised/Reduced Scope

Dear Mr. Coronato,

This letter shall serve as a proposal to provide reduced scope of work services to the City of Avondale for the referenced project. I understand the intent of the reduced version of work at the existing restroom building at Friendship Park would be to keep the shell of the building as is, but revise the interior of the men's and women's restrooms. That work would include revising the handicapped accessible stall in each by removing the toilet partition door to the stall, the masonry wall on the hinge side, lavatories, entry doors and drinking fountains (see sheet AD-101R). We would install a new toilet partition door and privacy panel at the accessible stalls, new counters and sinks, new exterior doors and patch and repair the floor and wall surfaces, paint all wall and ceiling surfaces and install new lights. (see sheet AE-101R) NOTE: the building will not be expanded, there will not be a family restroom, vending alcove or changes to the two existing rooms adjacent to the restrooms. The existing roof and exterior walls will remain as is. We will call for new paint on the exterior wall surfaces. It is our understanding that we will not be replacing the floor, adding floor drains and installing full height urinals or retrofitting electrical for hand dryers and exterior lighting.

We believe we can do the architecture revision within the 30 hours we have remaining. But HEI will need the increase in their fee (\$2,500.00) for their work.

Sincerely,



Joseph M. Salvatore, AIA, LEED AP
Principal, ARCHITEKTON



October 23, 2015

Logan Simpson Design
51 W. Third Street, Suite 450
Tempe, AZ 85281

ATT: Craig Coronato
RE: Friendship Park Avondale Splash Pad Addition Service Request REVISED

Dear Craig;

We offer the following quote for the additional services to modify our plans to include:

Rotate the splash pad
Include "Tuff Coat" product notes into the design
We understand the building has not been moved or rotated so no change is required to our plumbing diagrams

Total \$900.00

Please review and feel free to comment. I can be reached here in the office at 520-219-8929 or via email at dave@aquadesign.net

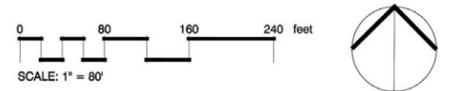
Sincerely,

A handwritten signature in blue ink, appearing to read 'David Acklin', is positioned below the word 'Sincerely,'.

David Acklin



FRIENDSHIP PARK IMPROVEMENTS



LOGANSIMPSON



SEPTEMBER 2015



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3281-1115 - Intergovernmental Agreement - Maricopa County for Workforce Development Services

MEETING DATE:

12/7/2015

TO: Mayor and Council**FROM:** Stephanie Small, Neighborhood and Family Services Director - 623.333.2711**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff requests the City Council adopt a Resolution authorizing a Second Amendment to an Intergovernmental Agreement with the Maricopa County Human Services Department, Maricopa Workforce Connections to deliver workforce development services for youth and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Neighborhood & Family Services Department with the assistance of Parks, Recreation & Libraries completed minor improvements to the Executive Conference Building in order to accommodate additional youth programming. It is optimally located near the Sam Garcia Library and the Tri-City Thornwood Boys & Girls Club next to DeConcini Park.

Maricopa Workforce Connections established the Avondale site as a hub for regional workforce investment services for youth and began operations of the Genesis Youth Center on November 5, 2014. The goals of the program are to increase the employment, retention, and earnings of participants. A full range of services were developed to provide to economically disadvantaged youth 14 through 24 years of age who may face barriers to staying in school, completing high school or finding stable employment.

DISCUSSION:

The proposed amendment will enable Maricopa Workforce Connections to continue offering the Genesis Youth Workforce Program in Avondale for an additional one year term. The Genesis program offers selected youth workforce development services at a location that is easily accessible to the targeted population. The location will continue to serve as a comprehensive MWC Youth Center for the southwestern section of Maricopa County. A Career Guidance Specialist will provide outreach, eligibility and case management services to youth on a full-time basis. The center will house a computer lab and a multi-purpose classroom. These rooms will be used to provide on-site GED classes, tutoring, assessments, pro-social activities, various workshops and specialized training.

Maricopa County staff will work collaboratively with a variety of organizations in the area to expand the array of services offered to youth. Partnerships will be developed with educational institutions, employers, non-profits, City and County departments to enhance the youth program activities.

Maricopa Workforce Connections provides effective and innovative services to youth that assist youth in making a successful transition to employment and further education. A wide range of activities and services will be available to assist youth, especially at-risk youth, in making a successful transition to adulthood including:

- Tutoring, study skills training and instruction leading to secondary school completion, including dropout prevention strategies.
- Alternative secondary school
- Summer Employment
- Paid and unpaid work experience
- Occupational skill training
- Leadership development
- Supportive services
- Adult mentoring
- Follow-up Services
- Comprehensive guidance and counseling

The city is providing use of the building at no cost to Maricopa Workforce Connections. This partnership has resulted in Avondale youth having easier access to the full array of Workforce Investment Act services. The formerly under-utilized building serves as another positive outlet for youth and has strengthened the services and partnerships to benefit youth.

BUDGET IMPACT:

No additional funds are needed. Direct costs will be reimbursed by Maricopa County.

RECOMMENDATION:

Staff is recommending that City Council adopt a Resolution resolution authorizing a second amendment to an Intergovernmental Agreement with Maricopa County for Youth Workforce Development Services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3281-1115](#)

RESOLUTION NO. 3281-1115

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO YOUTH WORKFORCE DEVELOPMENT SERVICES.

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

SECTION 1. Amendment No. 2 to the Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, relating to providing youth workforce development services (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

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

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3281-1115

[Amendment]

See following pages.

AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
AND
THE CITY OF AVONDALE

- I. The purpose of the Amendment is to address the following items:
 - A. Exercise the option to renew the agreement for an additional one-year term as provided for in paragraph 1. Term.
 - B. The term of this renewal is December 1, 2015 to November 30, 2016.
 - C. Replace all references of Workforce Investment Act (WIA) to Workforce Innovations and Opportunity Act (WIOA).
 - D. Replace Exhibit A with REVISED Exhibit A.
 - E. Maricopa County shall continue to pay the City of Avondale for all utility and janitorial service costs incurred by the City for the use of the Center.
- II. The foregoing paragraphs contain all the changes to the Agreement. All other terms and conditions of the original Agreement as amended remain the same and are in full force and effect.

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

CITY OF AVONDALE

MARICOPA COUNTY

David Fitzhugh, City Manager

Chairman, Board of Supervisors

Date

Date

Attested to:

Attested to:

Carmen Martinez, City Clerk

Fran McCarroll, Clerk of the Board

This Amendment has been reviewed by the undersigned legal counsel for the County and the City who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

This _____ day of _____, 2014

This _____ day of _____, 2014

Andrew J. McGuire, City Attorney

Attorney for County

REVISED Exhibit A
Maricopa Workforce Connections
Youth Services Program
Scope of Work

Background

The Workforce Investment Act of 1998 (WIA) was replaced by The Workforce Innovation and Opportunity Act (WIOA) which was signed into law by President Barack Obama on July 22, 2014. WIOA is designed to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

Maricopa County is one of twelve (12) local workforce areas within the State of Arizona. The statewide system, known as Arizona Workforce Connections (AWC) is overseen by the Workforce Arizona Council (WAC). AWC is the “brand” adopted by the WAC for the statewide system. The Maricopa Workforce Connection (MWC) is administered by the Maricopa County Human Services Department (MCHSD) Workforce Development Division and is the local workforce area for Maricopa County, which is an affiliate of AWC.

Title I of the WIOA provides local areas with three funding streams to make services available to Adults, Dislocated Adults, and Youth. The purpose of youth workforce investment activities are intended to provide youth development services for economically disadvantaged youth ages 14 through twenty-four (24) who may face barriers to staying in school, completing high school or finding stable employment.

The MWC WIOA Youth program, known as *Genesis Youth Program* provides a full range of services such as:

- Tutoring, study skills training, instruction as well as drop-out prevention and recovery
- Opportunities for eligible youth in activities related to leadership, development, decision-making, citizenship, and community service;
- Involvement of employers and links to local labor markets with emphasize on high-demand, high-growth occupations in Maricopa County;
- Providing on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;
- Opportunities for training to eligible youth;
- Youth services such as internships and work experiences in high-demand, high-growth occupations;
- Continued supportive services for eligible youth
- Financial literacy education
- Entrepreneurial skills training Incentives for recognition and achievement to eligible youth

Mission and Vision

Genesis youth programs Philosophy, Mission, and Vision Statements are:

Our Philosophy is the belief that:

- All youth can learn and achieve;
- All youth can increase awareness and share ideas;
- All youth deserve to experience meaningful participation;
- We must encourage and empower youth to their fullest potential; and
- We must recognize our interaction with youth as a united and equal opportunity partnership.

Our **Mission** is to create and improve academic, occupational, and civic opportunities for youth to succeed by providing comprehensive, quality support for their transition from experiential adolescence to competent adulthood.

Our **Vision** is to empower the emerging and growing generation to achieve life-long success, contributing to the overall well-being of their community.

Center Use and Staffing

The Center will serve as a comprehensive MWC Youth Center for the southwestern section of Maricopa County. A MWC Youth Career Guidance Specialist (YCGS) will be based at the Center to conduct outreach, eligibility and case management services to youth. The Center will house a computer lab and a multi-purpose classroom. These rooms will be used to provide onsite GED classes, tutoring, assessments, pro-social activities, various workshops and specialized training.

Program Services

The Program provides a full range of services such as:

- Opportunities for eligible youth in activities related to leadership, development, decision-making, citizenship, and community service;
- Involvement of employers and links to local labor markets with emphasize on high-demand, high-growth occupations in Maricopa County;
- Ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;
- Opportunities for occupational skills training to eligible youth;
- Youth services such as internships and work experiences in high-demand, high-growth occupations;
- Continued supportive services for eligible youth; and
- Incentives for recognition and achievement to eligible youth

Youth programming shall achieve the goal of assisting youth in making a successful transition to employment and further education. A wide range of activities and services

will be available to assist youth, especially at-risk youth, in making a successful transition to adulthood.

Local Program Services

The Program and activities and services provided at the Center shall consist of:

- Outreach and Recruitment
- Eligibility Determination/Intake/Assessment
- Program Enrollment
- Development of an Individual Service Strategy (ISS – employment/education plan)
- Case Management – Coordination of services
- Supportive Services
- Program Completion – Follow-up and Retention Services

WIOA mandates that the Program make 14 service elements available to both In-School and Out-of-School Youth. The fourteen Program elements will be provided to youth, as needed. An In-School Youth is 14 to 21 and has not received a diploma or its equivalent and is attending school (including alternative school). An Out of School Youth is 16 to 24, a high school dropout (including alternative school) and has not received a secondary school diploma or its equivalent; or is a high school graduate (attained diploma/equivalent) and is basic skill deficient, unemployed, or underemployed

The fourteen (14) WIOA Service Program Elements are:

1. Tutoring, study skills training and evidence based dropout prevention strategies
2. Alternative secondary school offerings
3. Paid and unpaid work experience
4. Occupational skill training
5. Education offered concurrently and in same context as workforce preparation activities and training for specific occupation or occupational cluster
6. Leadership development
7. Supportive services
8. Adult mentoring
9. Follow-up services
10. Comprehensive guidance and counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth
11. Financial literacy education
12. Entrepreneurial skills training
13. Labor Market Information training on in-demand industry sectors
14. Activities that help youth prepare for and transition to postsecondary education/training

In addition, specialized services will be provided, as needed, to include: parenting classes, pregnancy postponement, diversion services, mentoring, specialized counseling for behavioral, substance abuse, etc.

Program Eligibility

Youth served under the Program must meet the following criteria:

- Reside within the service area – Maricopa County, outside of the City of Phoenix
- Low-income as defined by WIOA;
- Ages of 14 through 24 at the time of registration;
- Legal citizen or resident of the US with the right to work;
- Be registered for Selective Service, as appropriate; **AND**
- Have at least one of the following barriers (i) deficient in basic literacy skills (reading, math, or language below the 8th grade level), (ii) homeless, runaway, or foster child, (iii) pregnant or parenting, (iv) dropout, (v) offender or (vi) an individual who requires additional assistance to complete an educational program or to secure and hold employment. Individuals who are defined “at-risk” by MWC based upon assessment of skill needs, barriers, and /or referral from Juvenile Justice Court System, Program providers, or local education agencies.

All eligible youth will undergo a preliminary assessment to determine their ability to benefit from program services, identify academic abilities, employment skills, interests, aptitudes, attitudes towards work, motivation, behavioral patterns affecting employment potential, supportive service needs, family situation and barriers to employment. The goal is to accurately evaluate the youth in order to develop a customized, Individual Service Strategy (ISS) to meet his/her individual needs.

The YCGS will develop and implement an ISS with each participant. Through the ISS development, the YCGS will guide the participant through a process to identify educational/ employment goals and specific solutions and activities that will enable the participant to reach the identified goals.

Program Hours

Services for In-school youth will be provided after school hours and may include: tutoring, study skills, career exploration, life skills, financial literacy, work readiness and pro-social activities such as arts, sports, robotics, and entrepreneurial activities.

Services for Out-of-school youth include those listed above and may also include: paid/unpaid work experience, job shadowing, job and career fairs, college/apprenticeship tours, alternative secondary school or GED classes, and instruction on applying for federal financial aid programs and scholarships.

Some of the service will be provided in group settings, such as after school activities, job readiness workshops and life skills training “cohorts”. These “cohorts” will help develop interpersonal skills, teamwork and promote a supportive atmosphere.

Youth that have completed the program will continue to work with their YCGS for up to 12 months following the completion of the Genesis program. Post program support will include monthly contact, community referrals, job referrals, and support services to assist the youth in achieving their educational and employment goals.

Special Events

Youth alumni meetings will be held at the center to provide post-program support for youth that completed the program. These meetings will provide an opportunity for youth to come together to share their individual experiences, successes, information regarding potential job opportunities and community resource information.

Guest speakers will be scheduled throughout the year to discuss a variety of employment/ educational and youth related topics. In addition, the center will be used to host larger events such as job fairs, career fairs, and a variety of social events.

Operational Contacts

Communication and details concerning the operations of the Program shall be directed to the following contact representatives:

Patricia Wallace, Assistance Director
Maricopa Workforce Connections
Maricopa County
234 N. Central, Suite 3000
Phoenix, Arizona 85004
(602) 506-4146
wallacep001@mail.maricopa.gov

Chris Lopez
Youth Development
City of Avondale
1007 South 3rd Street
Avondale, Arizona 85323
(602) 333-2700
clopez@avondale.org



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3282-1215 - Amendment to Intergovernmental Agreement with Maricopa County Relating to HOME Program

MEETING DATE:

12/7/2015

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

Staff is requesting that City Council approve a resolution authorizing an amendment to the Intergovernmental Agreement with Maricopa County relating to the HOME Investment Partnership Program to extend the term of the Agreement to June 30, 2017, and authorize execution of the necessary documents.

BACKGROUND:

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

DISCUSSION:

Until 2013, the Maricopa HOME Consortium Intergovernmental Agreement was sufficient to secure each member's portion of the annual HOME allocation provided by HUD through the County. At that time, HUD determined that this IGA was insufficient, and required that Maricopa County (as lead agency) enter into individual IGAs with each constituent member to secure each member's annual share of the total HOME allocation. The second IGA identifies the total amount of HOME funding provided to the City during FY 2013-2014, as well as activities that the City will undertake with these funds. With City Council approval in April, 2013, staff prepared and submitted the City's 2013-2014 Annual Action Plan to HUD, which designated the use and allocation amounts of these funds to specific HOME-eligible activities. These funds remain unexpended, and it is the desire of both the County and staff to extend the term of the Agreement to June 30, 2017 with all other provisions to remain the same. Extension of the Agreement will allow the City to expend these funds per the allocations in the 2013-2014 Annual Action Plan.

BUDGET IMPACT:

There is no budgetary impact at this time, as the proposed amendment does not modify the amount in the Agreement. It is the same funding that was included in the Annual Action Plan approved by Council in April, 2013. At that time, Council approved providing the required 25% match funding. All funds (including match) remain unexpended and are appropriated in Fund 205 in the budget.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution authorizing an amendment to the Intergovernmental Agreement with Maricopa County relating to the HOME Investment Partnership Program to extend the term of the Agreement to June 30, 2017, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Resolution 3282-1215](#)

RESOLUTION NO. 3282-1215

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO THE HOME INVESTMENT PARTNERSHIP PROGRAM.

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

SECTION 1. The First Amendment to the FY 2013-2014 Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, relating to financial assistance provided to eligible first-time homebuyers within the City of Avondale through the HOME Investment Partnership Program, as subrecipient and member of the HOME Consortium (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, December 7, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3282-1215

[Amendment]

See following page.



AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF AVONDALE



Contract Amount: \$131,872
Contract Start Date: July 1, 2013
Contract Termination Date: June 30, 2017
Contract Number: C-22-14-043-3-00
Program Number: CM1310
CFDA Number: 14.239, HOME Investment Partnerships Program
DUNS Number:002486884

- I. The Parties entered in an Intergovernmental Agreement on December 11, 2013, effective date July 1, 2013 through June 30, 2015. The County provided the City \$131,872 HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development (HUD).
II. The Parties hereby desire to extend the agreement term to June 30, 2017, retroactive and effective July 1, 2015. Extending the agreement will provide the City with additional time to complete the previously approved Work Statement.
III. The foregoing paragraphs, contain all the changes made by this Amendment. All other terms and conditions of the original agreement remain the same and in full force and effect.

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF AVONDALE

APPROVED BY:
MARICOPA COUNTY

Date: _____
Attested To:

City Clerk

Steve Chucri, Chairman
Date: _____
Attested To:

Fran McCarroll, Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AND, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

CITY OF AVONDALE

MARICOPA COUNTY

BY: _____
City Attorney
Date: _____

BY: _____
Deputy County Attorney
Date: _____



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3283-1215 - Greater Maricopa Foreign Trade Zone

MEETING DATE:

12/7/2015

TO: Mayor and Council

FROM: Daniel Davis, Economic Development Director - 623-333-1411

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests that the City Council adopt a resolution extending our participation in the Greater Maricopa Foreign Trade Zone (GMFTZ) and the current tax policy.

BACKGROUND:

A Foreign-Trade Zone (FTZ) is a Federal Program initiated in 1934 to stimulate local economies and to enhance job creation within the United States. The U.S. Foreign Trade Zone Board reviews applications and is the agency that grants FTZ status.

In 2009, staff worked with IMS Worldwide and four other West Valley cities to create the Greater Maricopa Foreign Trade Zone that includes, Goodyear, Surprise, Buckeye and El Mirage. On June 15, 2009 the City Council adopted a resolution authorizing our participation in the GMFTZ and established a local property tax policy.

On December 22, 2010 the Foreign-Trade Zone Board issued a Grant of Authority under Board Order No. 1733 to establish Foreign-Trade Zone No. 277 to serve Western Maricopa County and designated GMFTZ as the Grantee of the Zone.

DISCUSSION:

The Foreign Trade Zone Tax policy that was adopted by City Council in 2009 is scheduled to terminate on December 31, 2015. On November 2, 2015 staff provided City Council a detailed history of the Greater Maricopa Foreign Trade Zone, and a summary of how the program works and the benefits for businesses within an activated site. Council directed staff to prepare a resolution that reaffirms our participation in GMFTZ and extends the current tax policy.

BUDGET IMPACT:

There is no cost for the city to participate in the Greater Maricopa Foreign Trade Zone and no immediate fiscal impact.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution extending our participation in the Greater Maricopa Foreign Trade Zone (GMFTZ) and the current tax policy.

ATTACHMENTS:

Description

[Resolution 3283-1215](#)

RESOLUTION NO. 3283-1215

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING THE AUTHORIZATION FOR PARTICIPATION IN THE GREATER MARICOPA FTZ, INC. AND ADOPTING AN AMENDED AND RESTATED FOREIGN-TRADE ZONE TAX POLICY.

WHEREAS, pursuant to Resolution 2837-609, the Council of the City of Avondale (the “City Council”) (i) authorized participation in the Greater Maricopa FTZ, Inc., a general-purpose foreign trade zone (“FTZ”) created in the western and northern Maricopa County, Arizona and (ii) approved the City of Avondale Foreign-Trade Zone Tax Policy 2009-2010 (the “FTZ Tax Policy”); and

WHEREAS, the City of Avondale (the “City”) continues to support the utilization of, and participation in, the FTZ and believes the FTZ status will serve as a means to encourage new business to locate within the City as well as encourage the retention and expansion of local business involved in international commerce; and

WHEREAS, an advisory board was formed for the FTZ consisting of participating western and northern Maricopa County cities and towns (the “Advisory Board”) to review the applications for the proposed Sites within the FTZ for reclassification; and

WHEREAS, the FTZ Tax Policy is set to expire on December 31, 2015; and

WHEREAS, the City Council desires to (i) have the City continue as a member of the Advisory Board and (ii) amend and restate the FTZ Tax Policy.

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

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

SECTION 2. The City shall continue its participation in the Advisory Board.

SECTION 3. The amended and restated FTZ Tax Policy relating to reclassification of real and personal property located within the City’s jurisdiction and with an activated FTZ or subzone is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4. The City staff is hereby directed to comply with all appropriate State and federal regulations, policies, guidelines and requirements as they relate to the amended and restated FTZ Tax Policy.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the amended and restated FTZ Tax Policy, adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. 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, December 7, 2015.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3283-1215

(Amended and Restated FTZ Tax Policy)

See following pages.

**FOREIGN-TRADE ZONE TAX POLICY
OF THE CITY OF AVONDALE
AMENDED AND RESTATED
DECEMBER 7, 2015**

1. Introduction. Pursuant to 19 U.S.C. §§ 81a *et seq.* (“FTZ Act”) and ARIZ. REV. STAT. § 44-6501, the Foreign Trade Zones Board of the United States Department of Commerce (“Department”) approved the application by the Greater Maricopa FTZ Inc. (“Grantee”) that activated a general purpose foreign trade zone (“FTZ”) in accordance with the FTZ Act with the right to establish, operate and maintain subzones and sites in a geographic area in western and northern Maricopa County, Arizona.

1.1 Pursuant to ARIZ. REV. STAT. § 42-12006(2), the State of Arizona permits real and personal property that is located within an approved and activated foreign trade zone established under the FTZ Act or within a subzone or site (“Subzone” or “Site”) thereof and that is valued at full cash value to be reclassified as Class 6 property.

1.2 The Grantee formed an advisory board (“Advisory Board”) consisting of representatives of cities and towns participating in the FTZ to review the applications for the creation of Subzones and Sites within the FTZ. The Grantee required each participating City (i) to submit to the Grantee a letter of the City’s support for the FTZ and (ii) to establish a local policy for the creation of Subzones and Sites within the City and for the reclassification of real and personal property as Class 6 property within the Subzones or Sites.

2. FTZ Policy. The City of Avondale (“City”) supports the creation of, and its participation in, the FTZ and believes the FTZ will encourage new businesses to locate in the City and will encourage existing businesses located in the City and involved in international commerce to remain or expand. The City submitted to the Grantee a letter of the City’s support for the FTZ. The City hereby establishes this foreign-trade zone tax policy (“FTZ Policy”). The FTZ Policy shall commence on January 1, 2016, and shall terminate on December 31, 2020. The City reserves the right to amend, modify, supplement and terminate this FTZ Policy at any time and from time to time.

3. Requirements. The owners of property within the City who wish to apply for the creation of a Subzone or a Site and for the reclassification of their real or personal property therein as Class 6 property (“Applicant”) must comply with all the following requirements in order for the creation of a Subzone or a Site and for the reclassification of the Applicant’s real or personal property, or both, therein as Class 6 property.

3.1 Public Benefit. The Applicant’s application must demonstrate that a significant public benefit will result from the use of the FTZ procedures by the firm on whose behalf the proposed Subzone is established. If the Department approves the Applicant’s application, the PILOT Agreement, as defined herein, will govern method of calculating the Applicant’s payment in lieu of tax payment.

3.2 Tax Implications Letter. The Applicant must obtain a letter from the City regarding the tax implications of reclassifying the Applicant’s proposed Subzone or Site within the City’s jurisdictional limits.

3.3 PILOT Agreement. The Applicant must enter into a Payment in Lieu of Taxes (“PILOT”) Agreement with the City, which will determine the amount of the payment in lieu of taxes due on the Applicant’s property. There are two types of PILOT Agreements. Applicants that desire to qualify for a Site that, as of the date of the Applicant’s application, is vacant land will enter into a Greenfield PILOT Agreement (the “Greenfield”). Applicants that desire to qualify for a Site that, as of the date of the Applicant’s application, is either partially or fully developed land, will enter into a Developed PILOT Agreement (the “Developed”). Both the Greenfield Sites and the Developed Sites are treated equally under the FTZ Policy.

A. Assessment Ratio. The Applicant must agree in the PILOT Agreement that the reclassified FTZ tax assessment ratio (rate) as Class 6 property will apply only to new property, fixed assets and equipment that will be added to the Subzone or Site after a Baseline Date (as defined herein), and that the previous year’s tax rate shall apply to all real and personal property that was assessed and taxed prior to the Baseline Date at the same taxable rate as if no Subzone existed on the property. Pursuant to ARIZ. REV. STAT. § 42-12006(2), after the Applicant’s application is approved by the Department, such additional property added after the Baseline Date will be taxed as Class 6 property (currently 5%, which may be adjusted by the State). The Maricopa County Assessor’s Office will continue to be responsible for assessing the value of the Applicant’s property.

B. Baseline Date. The baseline date for tax valuing the Applicant’s property (the “Baseline Date”) shall be the date the Applicant completes the following:

- (1) The Applicant submits a letter to the City and the Grantee requesting FTZ sponsorship to establish a Subzone of Site within the FTZ.
- (2) The Subzone Applicant signs a PILOT Agreement, in a form satisfactory to the City.
- (3) The Subzone applicant pays the required application fees to the Grantee.

C. Site Conditions. PILOT Agreements for Developed Sites are subject to the following conditions:

- (1) Applicants for Developed Sites shall be required to pay a PILOT fee in an amount equal to the taxes paid in the year prior to the reclassification, less any taxes due under reclassification (the sum of which will not be a negative number). The PILOT fee is due at the same time and in the same manner as property taxes are due under Arizona law.

(2) Applicants for Developed Sites may add new buildings and new equipment to the value of the property after the Baseline Date and all such additional property added after that date shall be taxed as a Class 6 property.

D. Greenfield Site Conditions. PILOT Agreements for Greenfield Sites are subject to the following conditions:

(1) Applicants for Greenfield Sites shall be required to pay a PILOT fee in an amount equal to the taxes paid in the year prior to the reclassification, less any taxes due under reclassification (the sum of which will not be a negative number). The PILOT fee is due at the same time and in the same manner as property taxes are due under Arizona law.

(2) Applicants for Greenfield Sites may add new buildings and new equipment to the value of the property after the Baseline Date and all such additional property added after that date shall be taxed as a Class 6 property.

(3) The PILOT fee shall not be less than the amount of taxes the Applicant paid prior to the activation of its Subzone of Site.



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1593-1215 - Land Lease Agreement
Verizon Wireless LLC

MEETING DATE:

12/7/2015

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager (623) 333-1014

PURPOSE:

Staff is requesting that the City Council approve a new lease agreement with Verizon Wireless (VAW) LLC dba Verizon Wireless to construct a new communication tower, authorize monthly lease payments to the City, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2014, Verizon Wireless approached the City of Avondale with the need to construct a new Personal Wireless Service Facility (PWSF) at the City's Donnie Hale Park, which is located at 10857 West Pima Street in Cashion. The proposed facility is located in the southeast corner of Donnie Hale Park, near the basketball courts, and will consist of a 65' high monopalm in a 16' by 16' lease area and a screened equipment yard in a 24' by 26'-8" lease area. The 65' high monopalm will replace one of the existing live palm trees standing in a row along the west side of the basketball courts. The replaced live palm tree will be relocated south, near the equipment yard, where it will stand with a group of five existing palm trees. The equipment yard, including the prefabricated building and emergency generator, will be screened from view by a 12' high decorative masonry wall.

DISCUSSION:

On January 20, 2015, City Council granted a Conditional Use Permit (CUP) to Verizon Wireless for the construction of a new PWSF at the Donnie Hale Park (PL-14-0112). Access to the proposed communication facility will be limited to routine maintenance, or in case of any technical breakdown. Typically, maintenance occurs once every 4-6 weeks and will utilize access via public streets and the paved parking lot. The ground equipment, consisting of a 10'-8" high prefabricated equipment shelter and an 8'-3" high emergency generator, will be entirely screened behind the 12' high block wall that is painted to match the adjacent perimeter walls in the area. The perimeter of the ground equipment yard will be landscaped with trees, palms, shrubs, ground cover plants, and decomposed granite by the applicant. The alternative "stealth" design proposed by the applicant is a faux palm design, which takes advantage of the existing palm trees onsite. By choosing a monopalm as an alternative "stealth" design, and locating it in the vicinity of existing live palm trees, the proposed also conforms to the Commercial/Industrial/Multi-Family Design Manual's guideline for communications towers.

BUDGET IMPACT:

The term of the lease is five (5) years, with three (3) renewable five (5) year extensions for a total of a possible twenty-year lease agreement.

The base rent is \$1,500 per month for the first year and will increase 3.5% on each annual anniversary of the commencement date throughout the term of the lease agreement.

There are no capital expenditures anticipated by the City.

RECOMMENDATION:

Staff recommends that the City Council an ordinance approving a lease agreement with Verizon Wireless (VAW) LLC dba Verizon Wireless to construct a new communication tower, authorize monthly lease payments to the City, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Ordinance 1593-1215](#)



**Verizon Wireless Littleton CUP
Donnie Hale Park**



Subject Property



ORDINANCE 1593-1215 – LAND LEASE AGREEMENT VERIZON WIRELESS

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36805>



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing - Amendment to Conditional Use
Permit - AT&T - PL-15-0223

MEETING DATE:

12/7/2015

TO:

Mayor and Council

FROM:

Tracy Stevens, Development and Engineering Services Director

THROUGH:

David Fitzhugh, City Manager

REQUEST:

A request to amend Conditional Use Permit CU-06-2 to allow for upgrades to an existing personal wireless service facility.

PARCEL SIZE:

0.6 acre

LOCATION:

1551 N. Dysart Road, in the Pamilla Shopping Center.

APPLICANT:

AT&T/Smartlink, LLC

OWNER:

AT&T/Smartlink, LLC

BACKGROUND:

The subject property is within the Palmilla Shopping Center on Dysart Road north of I-10. The property was annexed in January 1978 and zoned C-2 (Community Commercial). A commercial retail building, currently occupied by Uptight Carpet, was constructed on the property in the mid-1980s.

Conditional Use Permit No. CU-06-2 was approved by the Avondale City Council on October 16, 2006 for a Personal Wireless Service Facility (PWSF) for Cingular Wireless. The wireless facility is now owned and operated by AT&T in conjunction with Crown Castle International.

Conditions of approval of CU-06-2 included:

1. The development of the site shall conform to the site plan date stamped August 18, 2006 and the project narrative dated May 31, 2006.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from date of approval if the use has not commenced.
3. An amendment to the Conditional Use Permit shall be required prior to the addition of any further antennas or equipment.

SUMMARY OF REQUEST:

The purpose of the modification is to allow AT&T to handle the additional demand for wireless voice and data service for the surrounding area. It will also enhance emergency personnel's capabilities, as the new antennas and equipment at this site will incorporate the new E-911 call tracking requirement by the FCC.

The application is for replacement of existing antennas, together with the addition of auxiliary equipment in the existing enclosure, on a 45' light fixture situated in the parking lot of the Palmilla Center, a commercial shopping center. AT&T proposes to replace the existing three panel antennas with six new panel antennas and install three new tower mounted amplifiers, twelve new remote radio heads, and five digital and optical cable fiber trunks. New cabling will utilize the existing conduit and no excavation will be required. Any landscaping in the island that is damaged by the modifications or requires removal will be replaced in kind.

The existing PWSF height is 45' above grade. The modifications will increase the overall facility height to 50'. Administrative Relief has been requested concurrent with this application for an amended Conditional Use Permit to allow the existing 45' western boundary setback, since the PWSF will not be relocated. All other setbacks are adequate to accommodate the increase in facility height. No new illumination will be added.

Auxiliary equipment will be added or replaced within the existing compound just west of the PWSF, which is currently screened by an 8' masonry wall. No changes in compound footprint are proposed and the new equipment will not be visible. The compound enclosure wall will be patched and re-stuccoed if needed, and freshly painted. Parking lot bollards in front of the enclosure will also be repainted.

PARTICIPATION:

The applicant invited property owners within a 500' radius of the subject parcel and other interested parties to a neighborhood meeting held on November 2, 2015 in the Sonoran Room at City Hall to discuss the proposal. Letters were sent to property owners on October 12, 2015. No property owners or interested parties attended the meeting. The Planning Division has received no emails or correspondence opposing the proposed rezone, but did receive one telephone call from a resident expressing concern about the location of the Neighborhood Meeting and concerns about matters unrelated to the proposed project. Notices were published in the *West Valley View* on October 13, 2015 for the Neighborhood Meeting, November 3, 2015 for the Planning Commission meeting, and November 17, 2015 for the December 7, 2015 City Council meeting. The property was posted for all three scheduled meetings on October 14, 2015.

PLANNING COMMISSION ACTION:

The request for the CUP amendment was presented to the Planning Commission on the regular agenda on November 19, 2015. The Planning Commission voted 4-0 to recommend approval of the request. There was no discussion on the item.

ANALYSIS:

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. In this case, these findings are made with respect to the request for an amended Conditional Use Permit. The burden of proof rests with the applicant. Each finding is presented below along with staff's analysis.

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

The subject property is designated as Freeway Commercial on the Land Use Map of the General Plan (Exhibit A). Freeway commercial development patterns provide concentrated retail, hospitality, and related activity along these corridors. This category allows for a broad range of non-residential uses and development flexibility. The site is currently zoned C-2 (Exhibit B) and is consistent with the land use designation in the General Plan. The PWSF use is allowed in the C-2 zoning district subject to a Conditional Use Permit.

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 site has been developed for commercial purposes with a retail building and is adjacent to and surrounded by the Palmilla Shopping Center on the north, east, and south. Across Dysart Road to the west is a shopping center in the City of Goodyear. The existing PWSF is set back from Dysart Road approximately 235 feet. The distance from the road and the height of adjacent buildings help to minimize the visual impact of the PWSF.

The nearest single-family residential use is 1,223 feet away (Exhibit E). Due to this separation distance, intervening structures, and minimal height difference between the new and existing wireless facility, staff believes that the modifications will not have any negative impacts on residential areas.

The wireless communication equipment will remain enclosed by the existing 8-foot masonry block wall. The wall will be patched or otherwise repaired if necessary, and repainted. The equipment is screened from view not only from Dysart Road but also from on-site visitors. The parking lot bollards in front of the equipment enclosure will also be repainted.

The proposed modifications will utilize the existing light pole but extend the antenna array 5' in height such that the top of the pole will be at 50' above grade level. There will be no changes to the footprint of the facility or the auxiliary equipment compound. The new array will be painted to match and the facility will remain visually similar to the poles located throughout the parking lot.

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

The proposed modifications will not result in any changes to the footprint or location of the existing PWSF. Existing landscaping in the island will be retained or replaced if damaged. The equipment compound wall will undergo any necessary repairs and receive a coat of fresh paint, as will the parking lot bollards. The facility is unmanned and needs no connections to water and sewer infrastructure. No parking spaces will be revised or removed. Access to the site will remain as under current conditions. Therefore, the modifications will not affect parking or circulation, and will be consistent with City design standards. Concurrent with this application, the applicant has filed a request for Administrative Relief to allow the existing 45' setback on the western boundary to be deemed sufficient (the increase in height triggers the need for a setback of 50'), as the PWSF is not being moved. All other setbacks are sufficient to accommodate the increase in height.

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.

No new traffic will be generated on a daily basis from the proposed modifications. Traffic from periodic routine maintenance and upkeep is expected to be negligible. Primary access to the site is available at multiple locations from Dysart Road. No changes are proposed to the existing points of access for the commercial development. The adjacent streets and the development are designed to accommodate the negligible traffic generated by the existing use.

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

Any future modifications to the PWSF will require an amendment to the Conditional Use Permit. In addition, the City is requiring the applicant to paint the facility to integrate with existing light poles in the parking lot, repaint the equipment enclosure masonry wall and parking lot bollards, and retain or replace damaged landscaping in the landscape island.

Summary:

The proposed modifications to the existing PWSF are in conformance with the subject property's General Plan Land Use designation of "Freeway Commercial" and further the goals and objectives of the General Plan. Further, the modifications are consistent with recently adopted requirements by the Federal Communications Commission with regard to E-911 call tracking, which will provide residents, visitors, and businesses faster access to first responders.

FINDINGS:

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.
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.
3. That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening and landscaping.
4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.
5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

RECOMMENDATION:

Planning Commission and staff recommend APPROVAL of application PL-15-0223, a proposed amendment to Conditional Use Permit CU-06-2, subject to the following stipulations:

1. The modifications to the existing PWSF shall conform to the site plan dated September 23, 2015 (Exhibit F) and the project narrative dated September 23, 2015 (Exhibit G).
2. The replacement arrays shall be painted to integrate with the existing light poles in the parking lot.
3. The existing masonry equipment enclosure shall be repaired and re-stuccoed, if necessary, and be freshly painted. The parking lot bollards will also be repainted.
4. If any landscaping in the parking island is disturbed or destroyed by project activities, the applicant shall replace it immediately in kind.
5. An amendment to the Conditional Use Permit shall be required prior to any further modifications to the PWSF.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-15-0223, a request for an amendment to Conditional Use Permit No. CU-06-2 to allow modifications to the existing wireless communication facility, subject to the five staff-recommended stipulations.

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 - Distance to Nearest SFR](#)

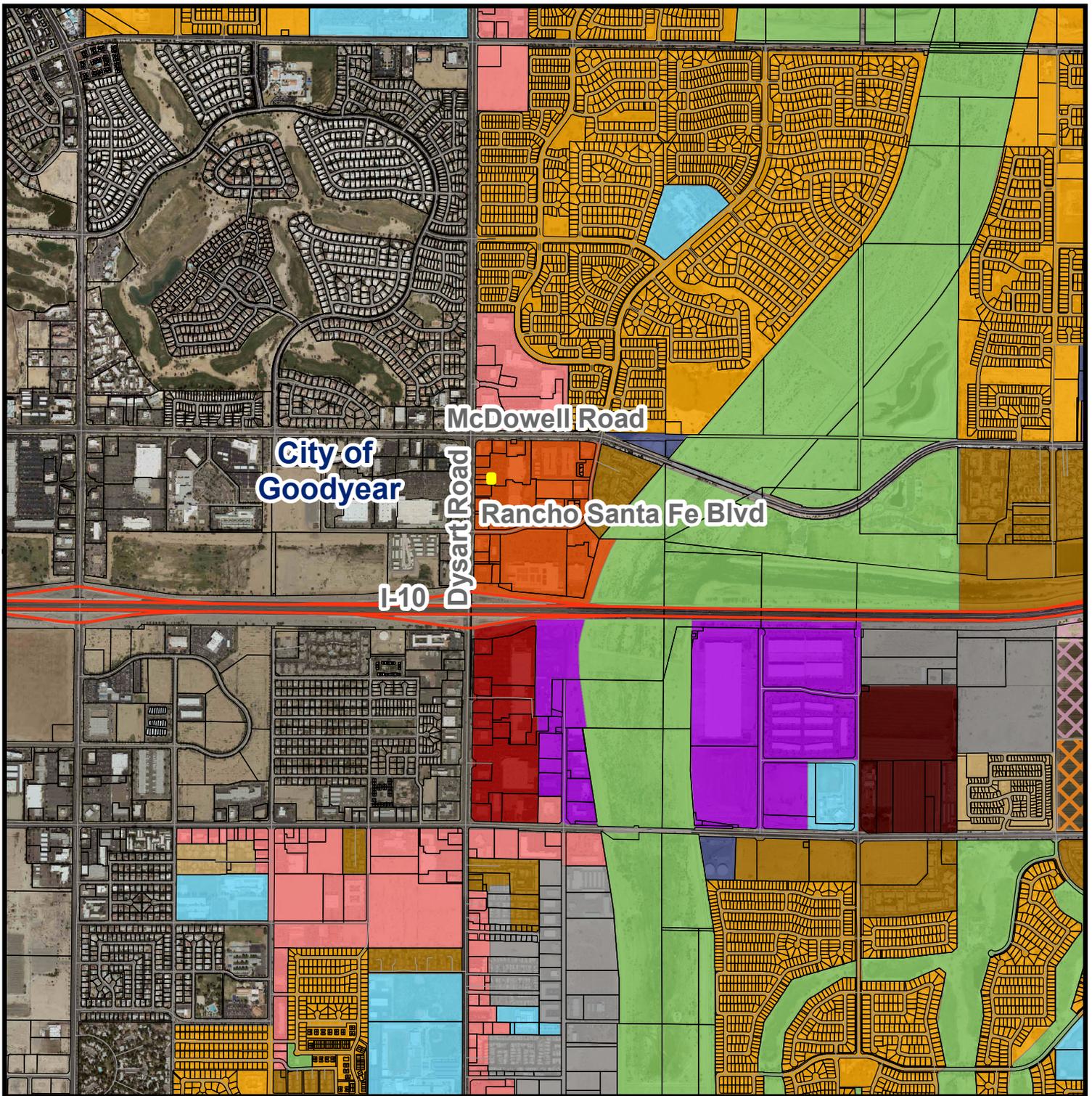
[Exhibit F - Site Plan](#)

[Exhibit G - Project Narrative](#)

[Exhibit H - Excerpt Planning Commission minutes November 19, 2015](#)

PROJECT MANAGER

Alison Rondone, Planner II

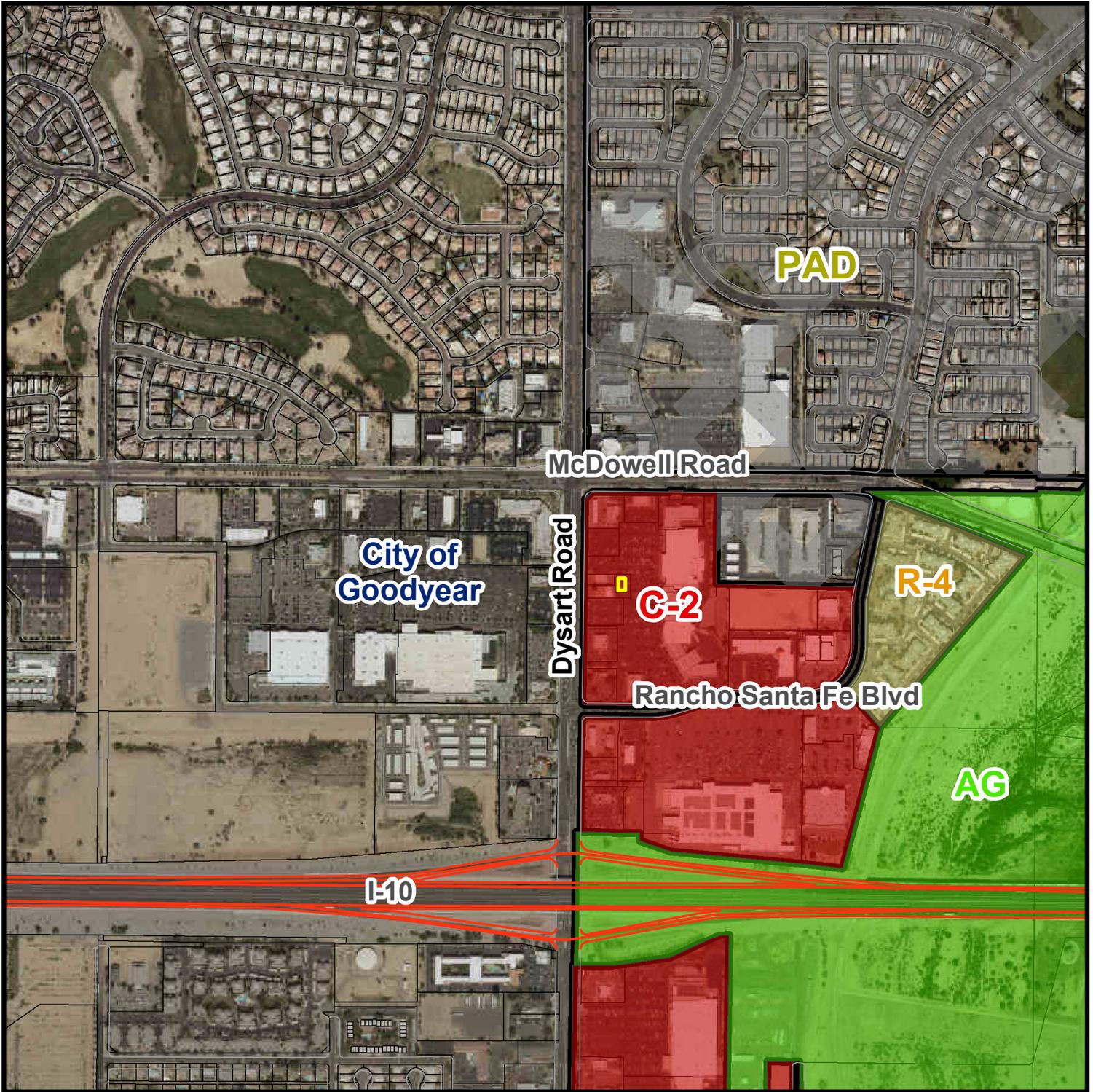


General Plan Land Use Map

 Project Location



- | | |
|--|--|
|  Local Commercial |  Public/Civic |
|  Medium Density Residential |  Open Space |
|  Freeway Commercial |  High-Density Residential |
|  Urban Commercial |  Business Park |
|  Urban Residential |  Education |
| |  Industrial |

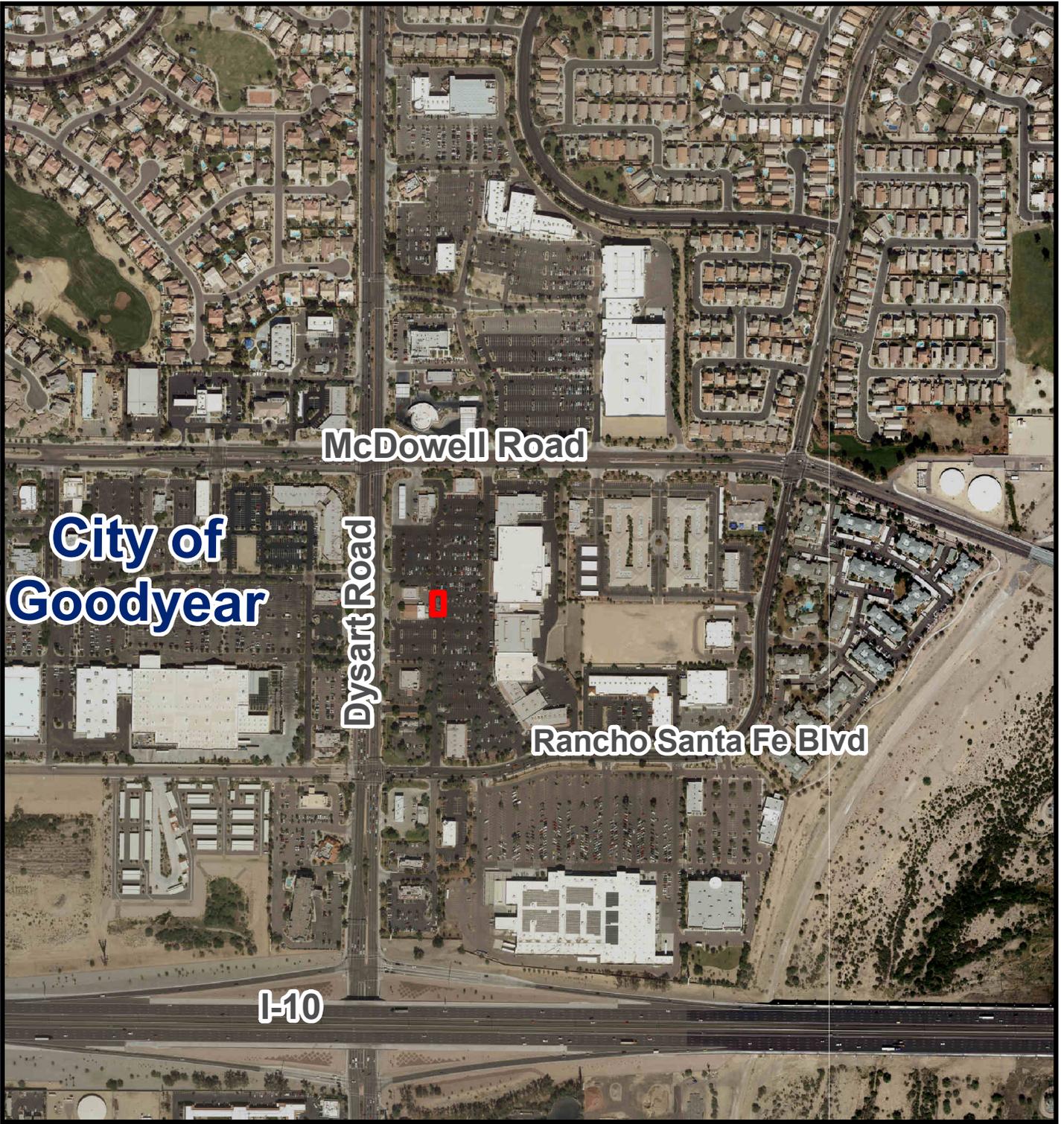


Zoning Vicinity Map



 Project Location





Aerial Photograph



Project Location



*SUMMARY OF RELATED FACTS
APPLICATION PL-15-0223*

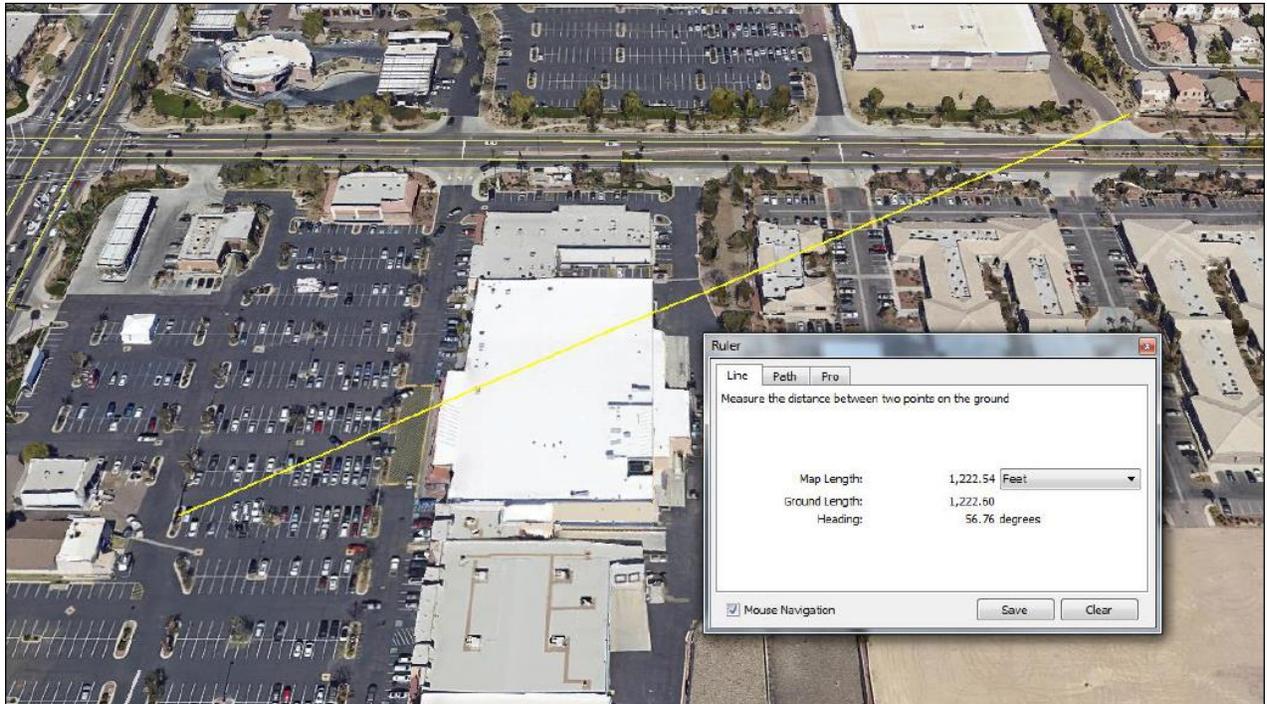
<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 0.6 acres
LOCATION	1551 N. Dysart Road
PHYSICAL CHARACTERISTICS	The site is flat, completely paved, and the existing wireless facility is located in the parking lot in a landscaped median behind Uptight Carpet.
EXISTING LAND USE	Commercial Retail
GENERAL PLAN LAND USE	Freeway Commercial
EXISTING ZONING	C-2
ZONING HISTORY	The property was annexed into Avondale’s Corporate Limits in 1978 and zoned for commercial uses.
DEVELOPMENT HISTORY	The Palmilla Center is professionally leased and managed by Weingarten Realty and major tenants include Fry’s Food and Drug, Office Max, Petsmart, Game Stop, Dollar Tree, and Subway.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	The property is surrounded by other commercial retail development. The nearest single-family residence is approximately 1,223 feet to the northeast.
WEST	The City of Goodyear lies immediately to the west across Dysart Road. This area is developed with commercial retail development.
SOUTH	The property is surrounded by other commercial retail development.
EAST	The property is surrounded by other commercial retail development.

<i>GENERAL PLAN</i>
The Avondale General Plan 2030 designates the subject property as “Local Commercial”, a category that is intended to serve the goods and services needs for residents of the surrounding area. Uses appropriate for this category include retail, office, medical, and limited services.

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	n/a
ELEMENTARY SCHOOLS	n/a
HIGH SCHOOL	n/a

<i>UTILITIES</i>
The proposed antenna upgrades will not require water or sewer service, as it is an unmanned facility.



Distance to nearest Single-Family Residence

PROJECT TEAM

CLIENT REPRESENTATIVE
 COMPANY: SMARTLINK, LLC
 ADDRESS: 605 WEST KNOX ROAD, SUITE 210
 CITY, STATE, ZIP: TEMPE, AZ 85284
 CONTACT: JOHN TISHUCK
 PHONE: (480) 262-6316
 E-MAIL: john.tishuck@smartlinkllc.com

PROJECT OWNER
 COMPANY: AT&T
 ADDRESS: 1355 WEST UNIVERSITY DRIVE
 CITY, STATE, ZIP: MESA, AZ 85201-5419
 CONTACT: SHAH KHALID
 PHONE: (480) 444.4689
 E-MAIL: shah.khalid@att.com

OWNER:
 CROWN CASTLE BU: 857072
 CROWN CASTLE
 200 CORPORATE DRIVE
 CANONSBURG, PA 15317
 AARON LAMOUREUX
 (480) 717-0006
 aaron.lamoureux@crowncastle.com

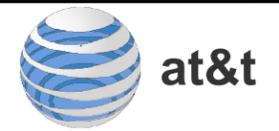


P829 - AZPH0829 - AZL00829
N. DYSART & ENCANTO
1551 NORTH DYSART ROAD
AVONDALE, AZ 85323
FA: 10107077
USID: 86992

APPROVALS

AT&T (RF): _____ DATE: _____
 AT&T (CONST.): _____ DATE: _____
 AT&T (SAM): _____ DATE: _____
 LANDLORD: _____ DATE: _____
 LANDLORD: _____ DATE: _____

JURISDICTIONAL APPROVAL



1355 WEST UNIVERSITY DRIVE
 MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS
 ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED



605 WEST KNOX ROAD, SUITE 210
 TEMPE, AZ 85284
 TEL: (602) 878-4875

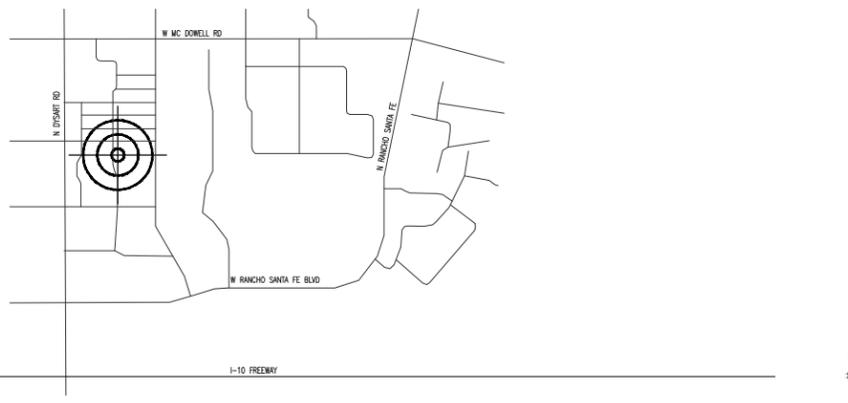
REV.	DATE	REVISION DESCRIPTION
3	07-29-15	2nd DRM COMMENTS
2	07-27-15	DRM APPROVED DWGs
1	07-15-15	REVISED RFDS
0	07-07-15	90% CONSTRUCTION

GENERAL NOTES

DO NOT SCALE DRAWINGS
 CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

VICINITY MAP



NOT TO SCALE

PROJECT DESCRIPTION

THIS PROJECT WILL BE COMPRISED OF:
CHANGES ON THE EXISTING LIGHT POLE:
 • REMOVE (6) EXISTING PANELS, (2) PER SECTOR, (3) SECTORS, (6) TOTAL
 • INSTALL (6) NEW PANELS, (2) PER SECTOR, (3) SECTORS, (6) TOTAL
 • (3) NEW RRH UNITS PER SECTOR, (3) SECTORS, (9) TOTAL
 • RELOCATE (3) EXISTING RRH'S FROM COMPOUND TO TOWER, (1) PER SECTOR, (3) SECTORS, (3) TOTAL
 • REMOVE (1) EXISTING TMA'S PER SECTOR, (3) SECTORS, (3) TOTAL
 • INSTALL (2) NEW RAYCAP SURGE SUPPRESSORS
 • INSTALL (1) NEW FIBER AND (4) NEW DC TRUNKS
 PAINT ALL MOUNT EQUIPMENT TO MATCH EXISTING LIGHT STANDARD [ZONING STIPULATIONS]

CHANGES IN THE EXISTING AT&T EQUIPMENT ENCLOSURE AREA:
 • REMOVE EXISTING SSC CABINET
 • REMOVE (3) WALL MOUNTED RRH UNITS
 • INSTALL NEW DC POWER CABINET
 • INSTALL NEW BATTERY CABINET
 • INSTALL (2) NEW STACKED PURCELL CABINETS ON 14" PLINTH
 • INSTALL NEW TRANSFER SWITCH WITH INTEGRATED LOAD CENTER
 • INSTALL NEW DC12-48-60-0-025E
 • INSTALL NEW F-2132 FIBER
 • INSTALL NEW GPS ANTENNA
 • INSTALL NEW BBU CABINET FOR NEW 4C BBU
 *PATCH, REPAIR, STUCCO, AND PAINT FACADE OF COMPOUND AND SAFETY BOLLARDS BARRIERS [ZONING STIPULATIONS]

AC/DC SCOPE:
DC POWER PLAN REVIEW:
 • INSTALL (1) GE MODEL RBA72 POWER/BATTERY CABINET [NEQ 15380] OUTFITTED WITH:
 (1) GE INFINITY S³ POWER SYSTEM [NEQ 16523] OUTFITTED WITH (8) GE -48V 50 AMP RECTIFIERS [NEQ 15577], (6) GE +24V 75 AMP DC/DC CONVERTERS [NEQ 13102] & (12) MARATHON M12V155FT BATTERIES [NEQ.12090] I.E. 3-STRINGS @-48VDC. (NO OPTION "B" DUE TO UNAVAILABLE RECTIFIER SPACE)
BATTERY CHECK:
 • INSTALL (1) GE MODEL RBA72-36 BATTERY CABINET INTERCONNECTION KIT [NEQ 16453]
 3. INSTALL (1) GE MODEL RBA72-36 BATTERY CABINET [NEQ 15502] OUTFITTED WITH (24) EA. MARATHON M12V155FT BATTERIES [NEQ. 12090] I.E. 6-STRINGS @ -48VDC. TOTAL OF (9) STRINGS (I.E. 36 BATTERIES CONFIGURED AT @ -48V) REQUIRED TO SATISFY 4-HR MINIMUM BATTERY RESERVE CAPACITY. NOTE: RE-UTILIZE (28) EXISTING BATTERIES.
A/C PANEL REVIEW:
 • NEW A/C LOAD CENTER. SEE PANEL SCHEDULE
HVAC UNITS:
 • OUTDOOR EQUIPMENT - NO WORK

SITE INFORMATION

LATITUDE: 33° 27' 44.93" N
 LONGITUDE: -112° 20' 24.71" W
 LAT./LONG. TYPE: NAD 83
 GROUND ELEVATION: 993' AMSL
 APN #: 500-02-002T
 AREA OF CONSTRUCTION: EXISTING
 ZONING/JURISDICTION: CITY OF AVONDALE
 CURRENT ZONING: C-2
 EXISTING USE: UNMANNED TELECOMMUNICATIONS FACILITY
 COUNTY: MARICOPA COUNTY
 HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.



DRIVING DIRECTIONS

FROM AT&T OFFICE: 1355 WEST UNIVERSITY DRIVE, MESA, AZ 85201-5419;
 TAKE US60 WEST TO I-10. TAKE I-10 PAST DOWNTOWN PHX TO DYSART ROAD. EXIT DYSART ROAD AND TURN RIGHT. SITE WILL BE ON THE EAST SIDE OF STREET IN PARKING LOT.

CODE COMPLIANCE

BUILDING CODE: INTERNATIONAL BUILDING CODE 2012 (WITH CITY AMENDMENTS)
 ELECTRICAL CODE: NATIONAL ELECTRICAL CODE 2011 (WITH CITY AMENDMENTS)
 LIGHTNING PROTECTION CODE: NFPA 780 - 2000, LIGHTNING PROTECTION CODE

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

RFDS DATA

DESIGN PACKAGE BASED ON RF DATA SHEET
 RFDS NAME: AZPHU0829
 REVISION: 1
 ISSUED: 05-20-15

NUMBER OF SECTORS: 3
 NUMBER OF ANTENNAS: 6
 NUMBER OF TMA'S: 3
 NUMBER OF RRH'S: 12
 NUMBER OF FIBER/DC SQUIDS: 1
 NUMBER OF DC SQUIDS: 1
 NUMBER OF OPTICAL TRUNK CABLES: 1
 NUMBER OF DC TRUNK CABLES: 4
 NUMBER OF RF CABLES: 12

SHEET	DESCRIPTION
T-1	TITLE SHEET
A-1	SITE PLAN
A-2	EQUIPMENT & ANTENNA LAYOUTS
A-3	ELEVATIONS - EXISTING AND NEW
E-1	ELECTRICAL PANEL AND GROUNDING PLANS
CONTRACTOR TO REFERENCE PACKAGE "B" FOR SCHEMATICS, WIRING DIAGRAMS AND DETAILS.	

PROJECT INFORMATION:

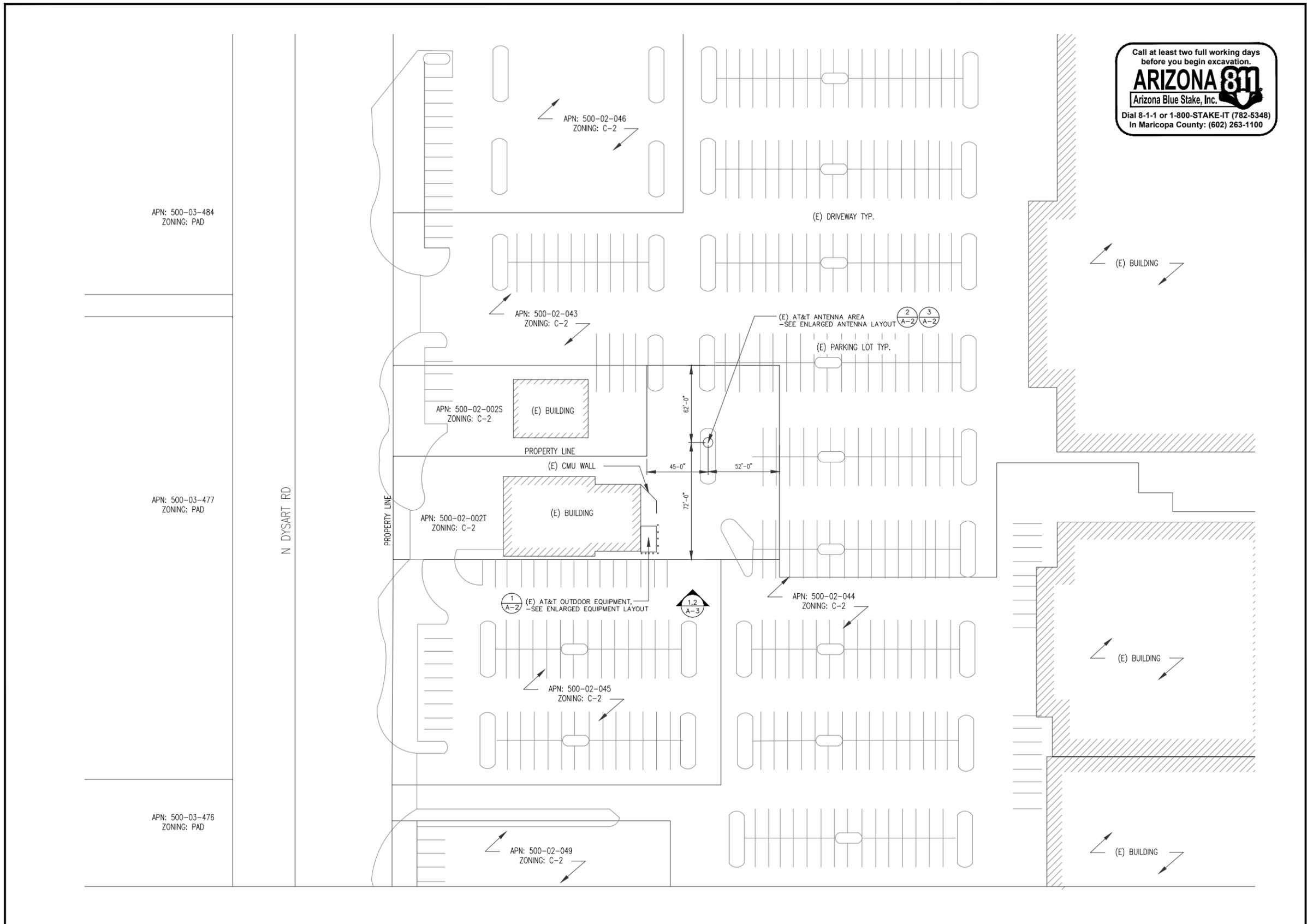
P829
N. DYSART & ENCANTO
1551 NORTH DYSART ROAD
AVONDALE, AZ 85323
MARICOPA COUNTY

DRAWN BY: MEW
 CHECKED BY: JC

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

REV.:
2



Call at least two full working days before you begin excavation.
ARIZONA 811
 Arizona Blue Stake, Inc.
 Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
 In Maricopa County: (602) 263-1100



1355 WEST UNIVERSITY DRIVE
 MESA, AZ 85201-5419

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605 WEST KNOX ROAD, SUITE 210
 TEMPE, AZ 85284
 TEL: (602) 878-4875

REV.	DATE	REVISION DESCRIPTION
3	07-29-15	2nd DRM COMMENTS
2	07-27-15	DRM APPROVED DWGs
1	07-15-15	REVISED RFDS
0	07-07-15	90% CONSTRUCTION

PROJECT INFORMATION:
P829
N. DYSART & ENCANTO
1551 NORTH DYSART ROAD
AVONDALE, AZ 85323
MARICOPA COUNTY

DRAWN BY: **MEW** CHECKED BY: **JC**

SHEET TITLE: **SITE PLAN**

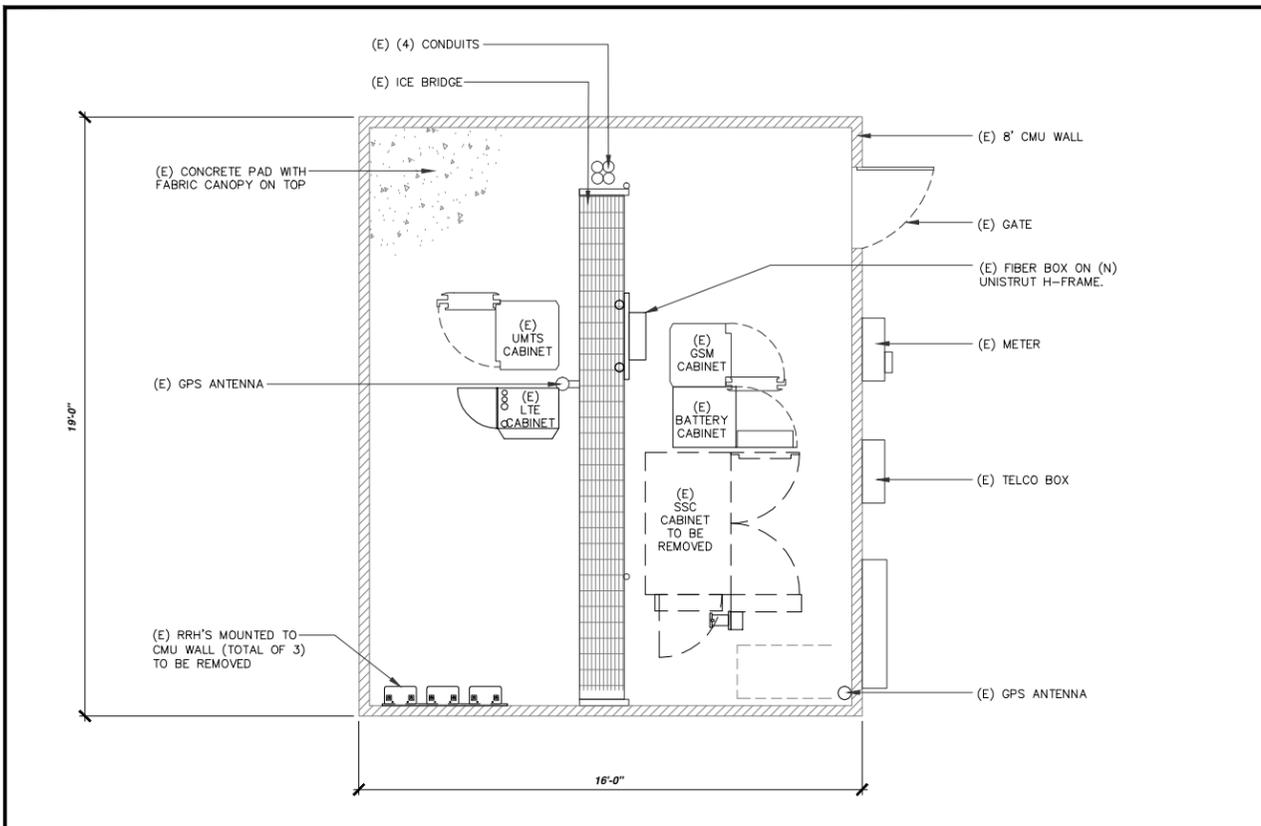
SHEET NUMBER: **A-1** REV.: **2**

SITE PLAN

22"x34" SCALE: 1" = 50'-0"
 11"x17" SCALE: 1" = 100'-0"

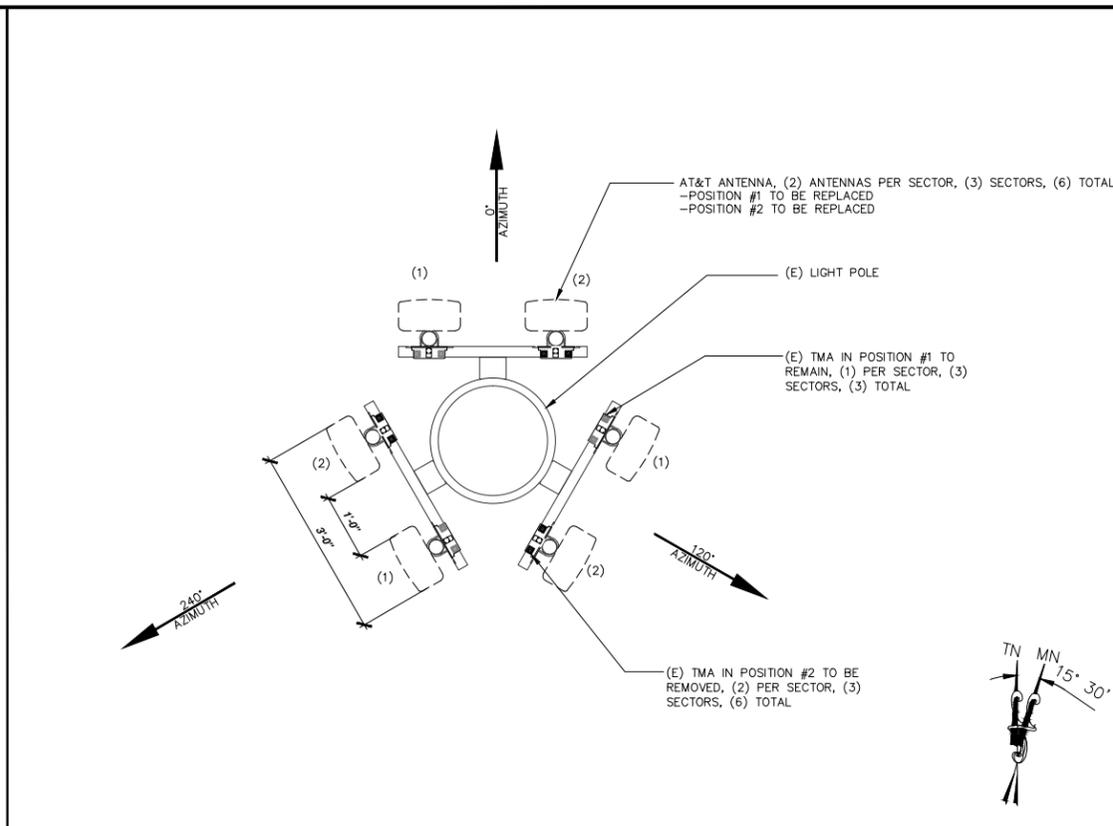
 1

OWNERSHIP OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF SMARTLINK, LLC. AND ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF SMARTLINK, LLC. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSED PROFESSIONAL IN WRITING.



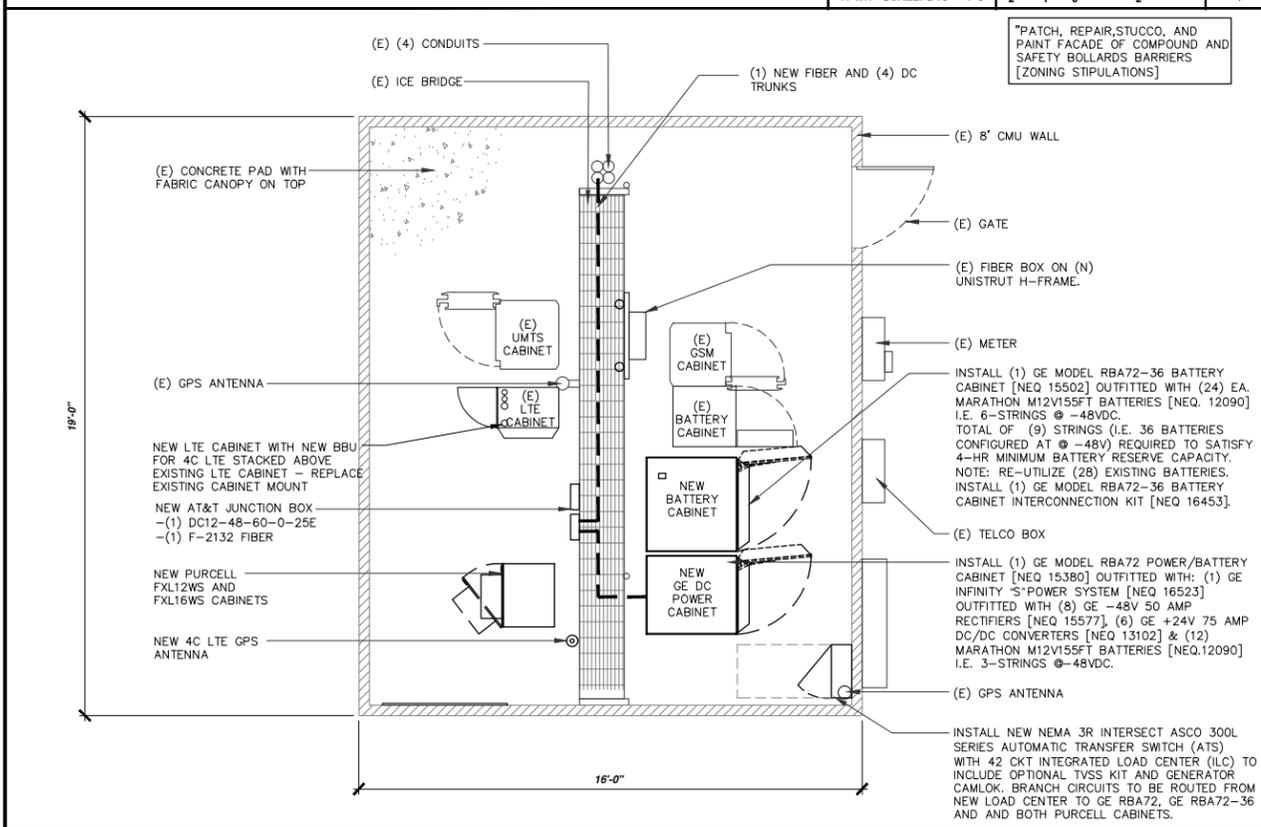
EQUIPMENT PLAN-EXISTING

22"x34" SCALE: 3/8" = 1'-0"
 11"x17" SCALE: 3/16" = 1'-0"



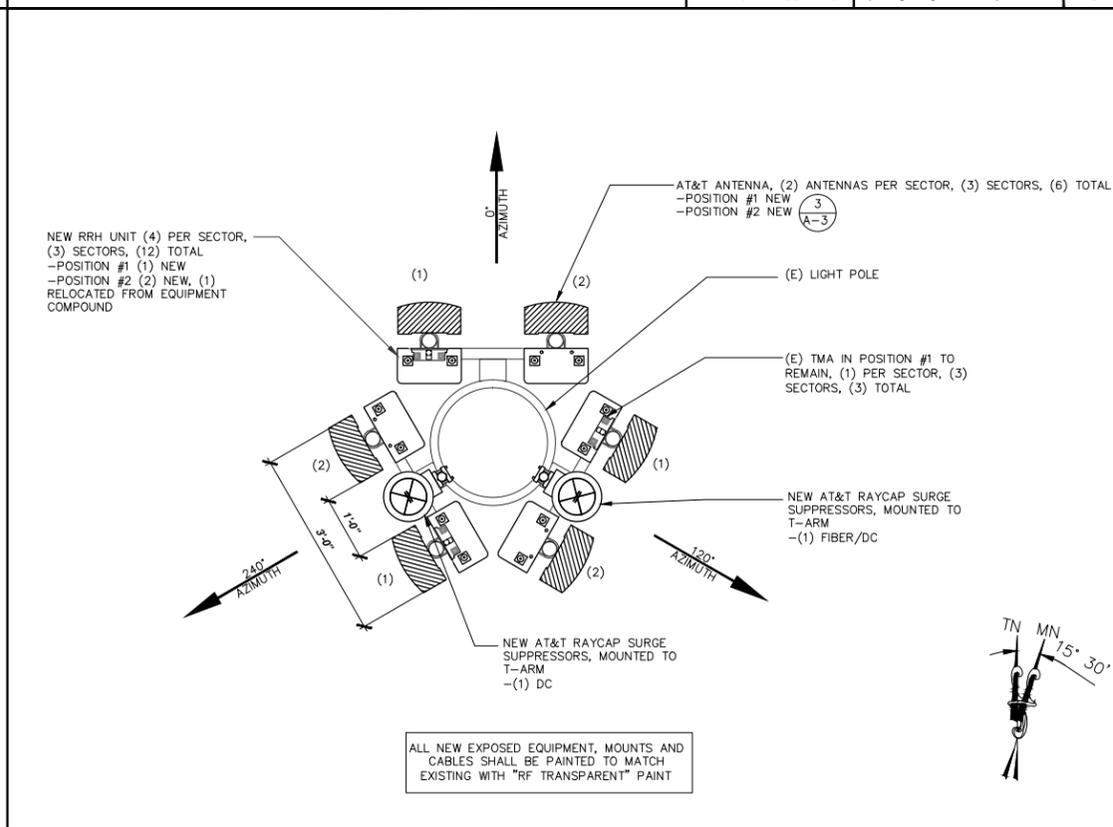
ANTENNA LAYOUT - EXISTING

22"x34" SCALE: 3/4" = 1'-0"
 11"x17" SCALE: 3/8" = 1'-0"



EQUIPMENT PLAN-NEW

22"x34" SCALE: 3/8" = 1'-0"
 11"x17" SCALE: 3/16" = 1'-0"



ANTENNA LAYOUT - NEW

22"x34" SCALE: 3/4" = 1'-0"
 11"x17" SCALE: 3/8" = 1'-0"



1355 WEST UNIVERSITY DRIVE
 MESA, AZ 85201-5419

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 TEL: (602) 878-4875

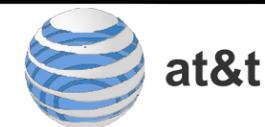
REV.	DATE	REVISION DESCRIPTION
3	07-29-15	2nd DRM COMMENTS
2	07-27-15	DRM APPROVED DWGs
1	07-15-15	REVISED RFDS
0	07-07-15	90% CONSTRUCTION

PROJECT INFORMATION:
P829
 N. DYSART & ENCANTO
 1551 NORTH DYSART ROAD
 AVONDALE, AZ 85323
 MARICOPA COUNTY

DRAWN BY: MEW
 CHECKED BY: JC

SHEET TITLE:
EQUIPMENT AND ANTENNA LAYOUTS

SHEET NUMBER: **A-2**
 REV.: **2**



1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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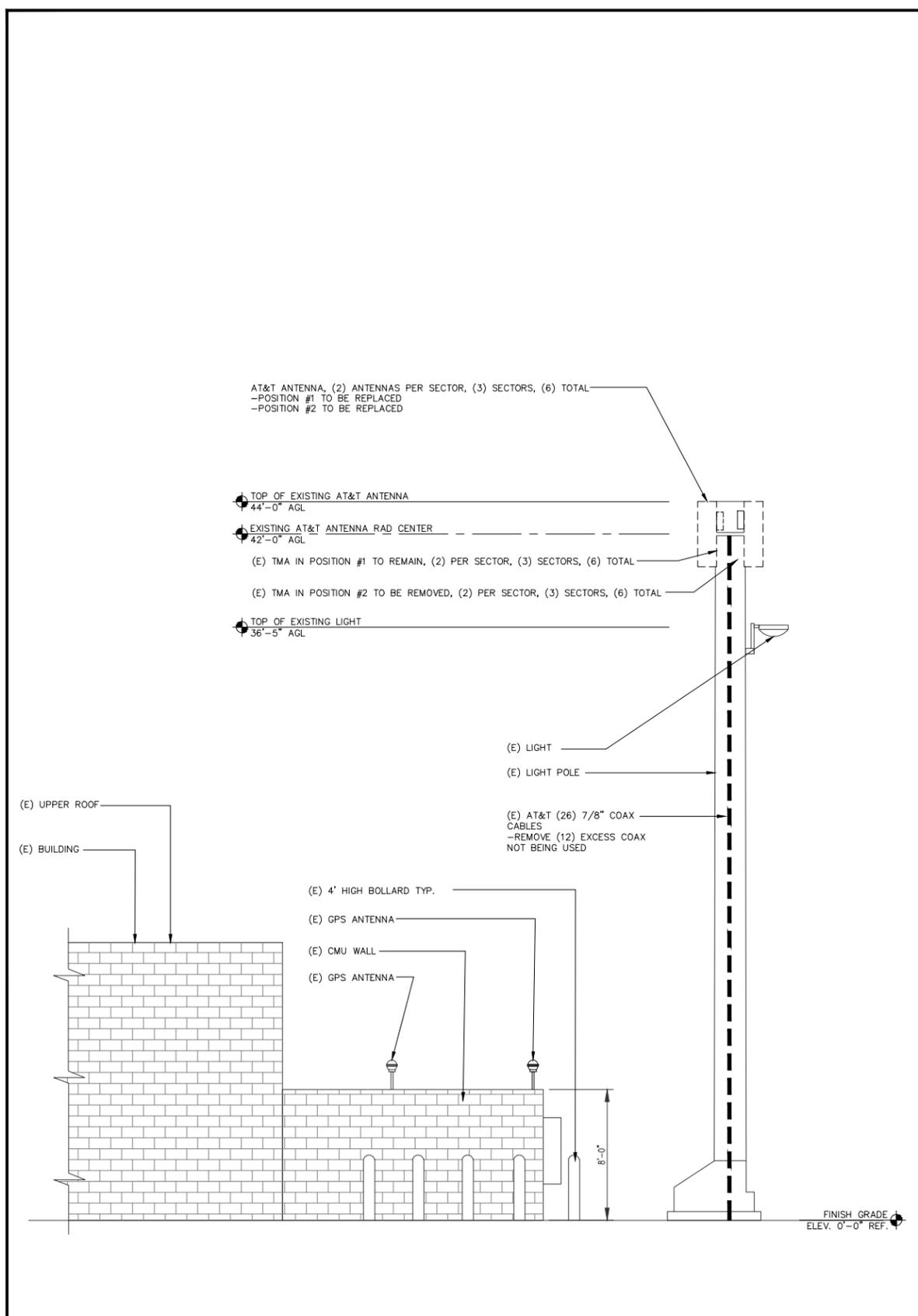
REV.	DATE	REVISION DESCRIPTION
3	07-29-15	2nd DRM COMMENTS
2	07-27-15	DRM APPROVED DWGs
1	07-15-15	REVISED RFDS
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PROJECT INFORMATION:
P829
N. DYSART & ENCANTO
1551 NORTH DYSART ROAD
AVONDALE, AZ 85323
MARICOPA COUNTY

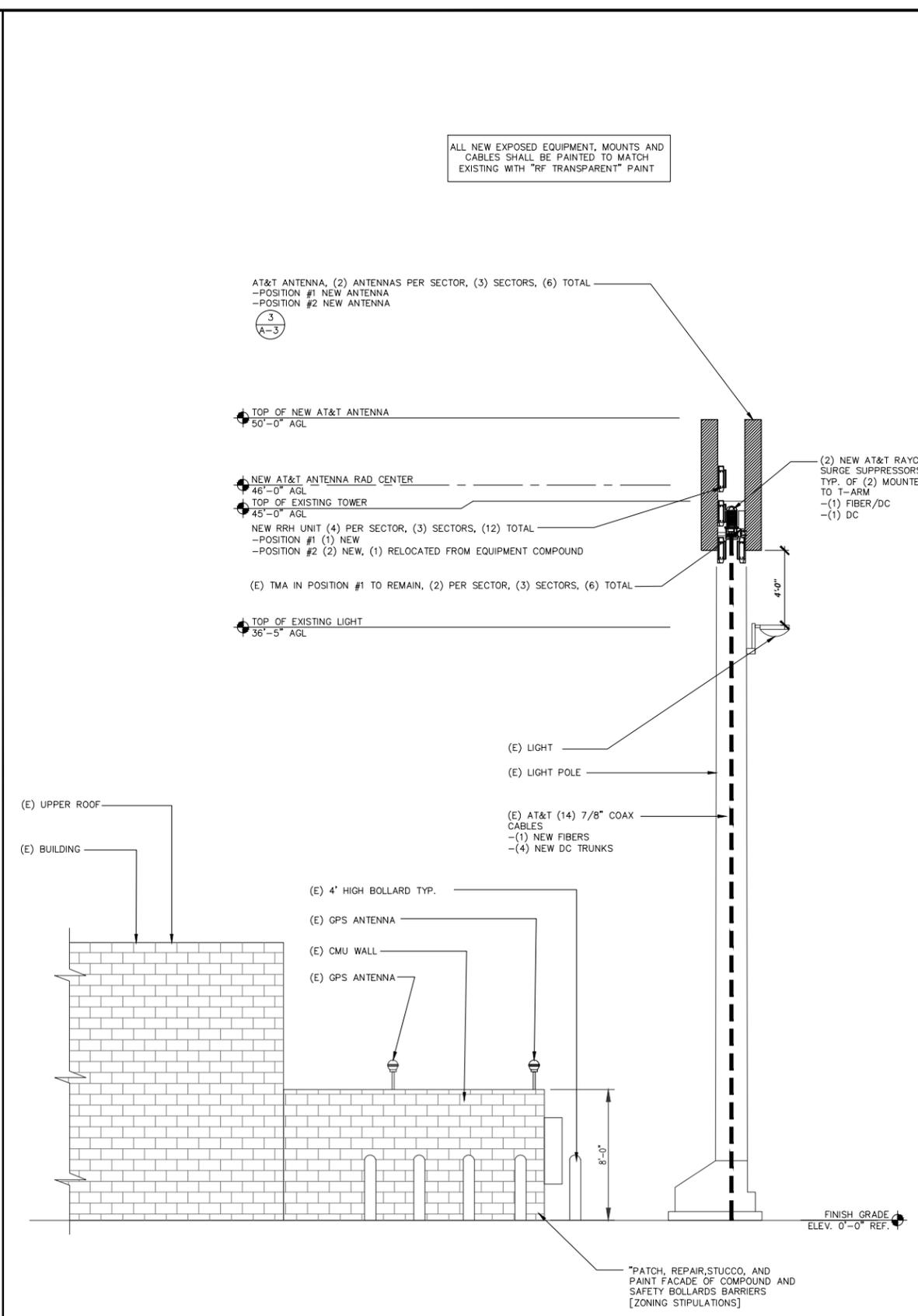
DRAWN BY: **MEW** CHECKED BY: **JC**

SHEET TITLE:
ELEVATIONS
EXISTING & NEW

SHEET NUMBER: **A-3** REV.: **2**



SOUTH ELEVATION - EXISTING 22"x34" SCALE: 1/4" = 1'-0" 11"x17" SCALE: 1/8" = 1'-0" 4' 3' 2' 1' 0" 4' 1



SOUTH ELEVATION - NEW 22"x34" SCALE: 1/4" = 1'-0" 11"x17" SCALE: 1/8" = 1'-0" 4' 3' 2' 1' 0" 4' 2

EXISTING A/C PANEL REMOVED

AC POWER PANEL (New Intersect AT&S W/ILC)*													
120/240 VOLTS, 1-PHASE, 3-WIRE, 225													
			MAIN BREAKER RATING (A) : 200			SYSTEM VOLTAGE (V) : 240							
DESCRIPTION	VA	g/nc	BKR	POSN	L1	L2	POSN	BKR	g/nc	VA	DESCRIPTION		
RBA72 AC INPUT # 1 (SHELF # 1)	3000	c	40/2	1	3001		2	30/2	c	1	SURGE SUPPRESSOR		
RECTIFIERS 1 & 2*	3000	c		3			3001	4					
RBA72 AC INPUT # 2 (SHELF # 1)	3000	c	40/2	5	3001		6	30/2	c	1	POWER FAIL RELAY		
RECTIFIERS 3 & 4*	3000	c		7			3001	8					
RBA72 AC INPUT # 3 (SHELF # 2)	3000	c	40/2	9	3000		10				BLANK		
RECTIFIERS 1 & 2*	3000	c		11			3000	12			BLANK		
RBA72 AC INPUT # 4 (SHELF # 2)	3000	c	40/2	13	3300		14	15	nc	360	RBA72 PWR PLANT GFCI RECEPT & LIGHT		
RECTIFIERS 3 & 4*	3000	c		15			3540	16	20	nc	540	RBA72 BATT HTR PADS 1-3	
SPARE - RBA72 AC INPUT # 5 (SHELF # 3) RECTIFIERS 1 & 2*			40/2	17	0		18	15			SPARE		
SPARE - RBA72 AC INPUT # 6 (SHELF # 3) RECTIFIERS 3 & 4*				19	0		20	15			SPARE		
				21	1065		22	20/2	c	1065	UMTS CABINET HEAT EXCH		
				23			1065	24			SPARE		
BLANK				25	180		26	15	nc	180	UMTS CABINET GFCI RECEPT		
BLANK				27			360	28	15	nc	360	RBA72-36 BATT CAB INT GFCI RECEPT & LT	
BLANK				29	860		30	20	nc	860	RBA72-36 BATT CAB HTR PADS 1-4		
BLANK				31			300	32	15	nc	300	EXTERIOR TECH LIGHT	
PURCELL AUX CAB # 1 HEAT EXCH	586	c	20	33	586		34				BLANK		
PURCELL AUX CAB # 2 HEAT EXCH	586	c	20	35		586	36				BLANK		
PURCELL AUX CAB # 1 GFCI	180	nc	15	37	180		38				BLANK		
PURCELL AUX CAB # 2 GFCI	180	nc	15	39		180	40				BLANK		
BLANK				41	180		42	15	nc	180	EXTERIOR GFCI RECEPT		
PHASE TOTALS (VA):											15413	15033	
CURRENT PER PHASE (A):											157	154	Amperes / phase cannot exceed main breaker rating
PANEL TOTAL (VA):											30446		Legend: c = continuous, nc = non-continuous
PANEL CAPACITY (kVA):											48.0	CONNECTED LOAD (kVA):	30.4
PANEL LOADING (100% non-cont. load) (kVA):											3.1		
PANEL LOADING (125% continuous load) (kVA):											34.1		
PANEL LOADING (TOTAL) (kVA):											37.3		
SPARE CAPACITY (kVA):											10.7		

NOTES:

- REPLACE EXISTING LOAD CENTER WITH NEW INTERSECT NEMA 3R AUTOMATIC TRANSFER SWITCH (ATS) ASCO 300L SERIES 42 KAIC WITH INTEGRATED 42 CKT LOAD CENTER (LC) OUTFITTED WITH 200 AMP MCB TO INCLUDE OPTIONAL TVSS KIT, POWER FAIL RELAY & PREWIRED INTEGRAL GENERATOR CAM-LOK.
- INSTALL NEW GE MODEL RBA72 POWER/BATTERY CABINET [NEQ 15380] OUTFITTED WITH GE INFINITY "S" POWER SYSTEM [NEQ 16523], (8) GE -48V 50 AMP RECTIFIERS [NEQ 15577] AND (6) GE +24V 75 AMP -48VDC / +24VDC CONVERTERS [NEQ 13102] TO MEET NEW LOAD REQUIREMENTS OF SITE.
- ENSURE # 8 AWG BRANCH CIRCUIT CONDUCTORS ARE INSTALLED FOR EACH OF THE (6) GE POWER PLANT RECTIFIER INPUTS.
- PROVIDE NEW TYPE WRITTEN PANEL SCHEDULE TO CORRESPOND WITH THE ABOVE.


1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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TEMPE, AZ 85284
TEL: (602) 878-4875

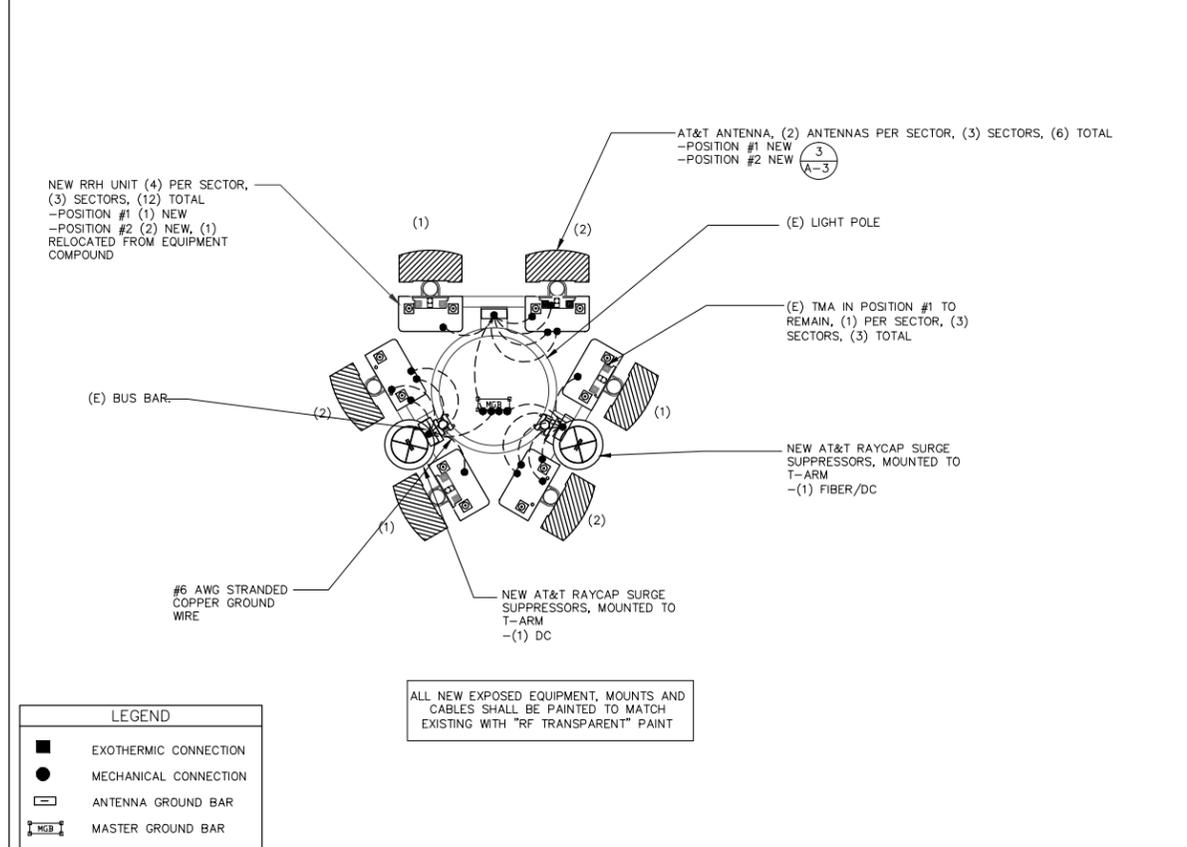
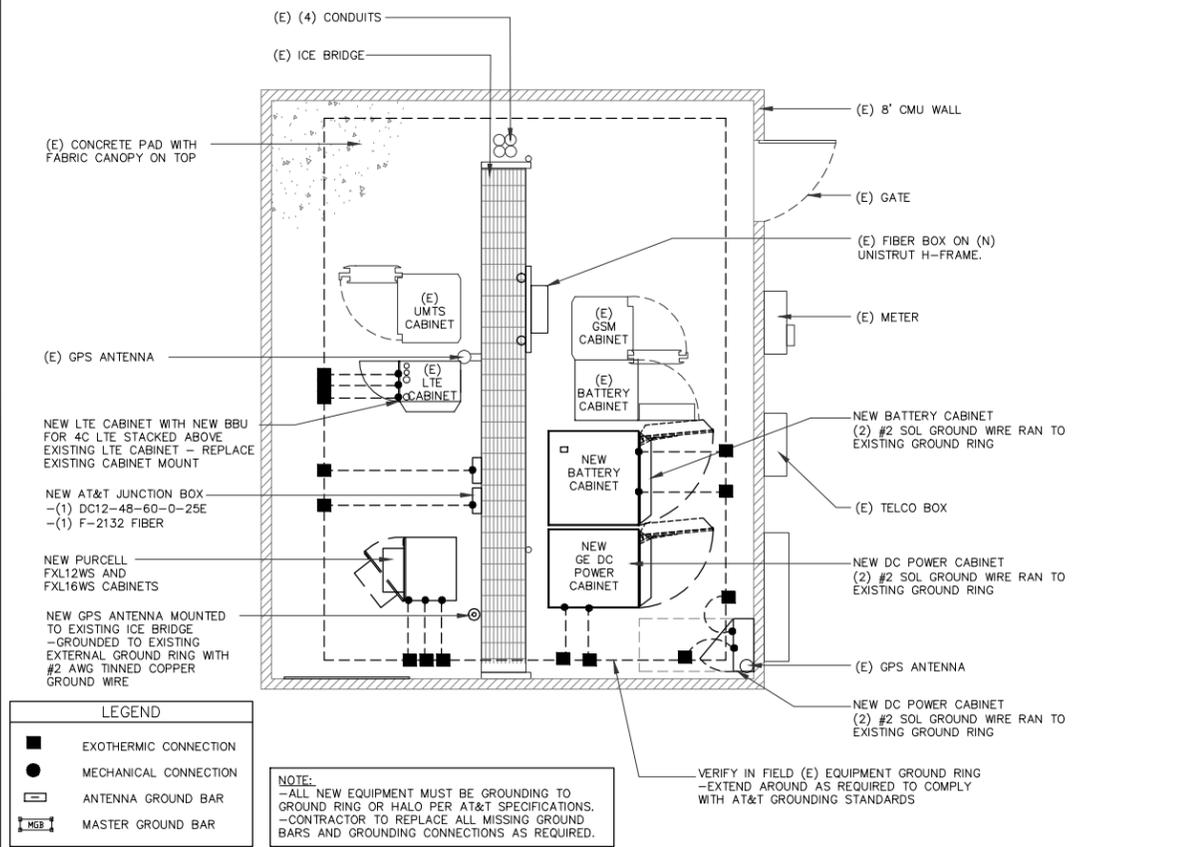
REV.	DATE	REVISION DESCRIPTION
3	07-29-15	2nd DRM COMMENTS
2	07-27-15	DRM APPROVED DWGs
1	07-15-15	REVISED RFDS
0	07-07-15	90% CONSTRUCTION

EXISTING A/C PANEL

NOT TO SCALE 1

MODIFIED EXISTING A/C PANEL

NOT TO SCALE 2



EQUIPMENT GROUNDING PLAN

NOT TO SCALE 3

ANTENNA GROUNDING PLAN - NO WORK-

NOT TO SCALE 4

PROJECT INFORMATION:
P829
N. DYSART & ENCANTO
1551 NORTH DYSART ROAD
AVONDALE, AZ 85323
MARICOPA COUNTY

DRAWN BY: MEW
CHECKED BY: JC

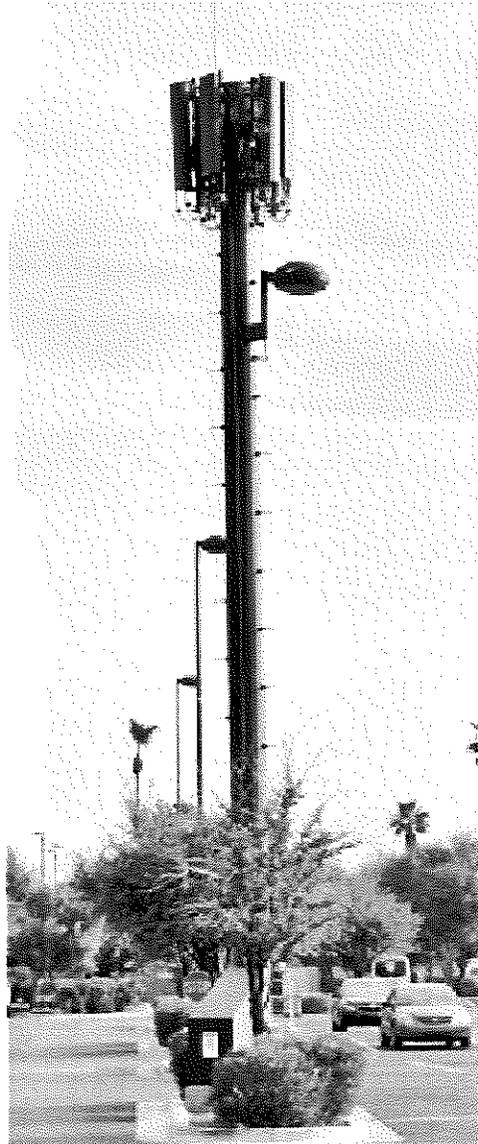
SHEET TITLE:
ELECTRICAL PANEL & GROUNDING PLAN (OPTION "A")

SHEET NUMBER: **E-1**
REV.: **2**



Project Submittal Narrative
P829 –N. Dysart & Encanto
AT&T LTE Project
1551 North Dysart Road, Avondale, AZ 85323

A handwritten signature in black ink, appearing to be "KST".



Submitted By:
Patricia Ramsey
Smartlink LLC
605 West Knox Road, Suite 210, Tempe, Arizona 85284
(480) 206-9896 / patricia.ramsey@smartlinkllc.com
Wednesday, September 23, 2015

AT&T LTE Project- Antenna
Upgrade for Existing Wireless Communication Facility (WCF)
P829 –N. Dysart & Encanto
AT&T LTE Project
1551 North Dysart Road, Avondale, AZ 85323

Zoning Drawings

The Zoning Drawings dated July 29, 2015 (hereinafter referred to as the “Plans”), which accompanies the Application.

Exhibits

The following Exhibits are attached hereto and by reference incorporated herein:

- Exhibit “A” Aerial Photo of the Site
- Exhibit “B” Zoning Map: Distance to the Nearest Single Family Residence
- Exhibit “C” Maricopa County Assessor Information
- Exhibit “D” Zoning Approval from October 17, 2006
- Exhibit “E” Landscaping Supplement
- Exhibit “F” Compound Supplement
- Exhibit “G” Cut Sheet of Proposed Antenna
- Exhibit “H” Photo Simulations

Basic & Historical Information

The following Exhibits are attached hereto and by reference incorporated herein:

- Address* 1551 North Dysart Road, Avondale, AZ 85323
- County Maricopa
- APN* 500-02-002-T
- Zoning* C2
- Original Zoning Approval CU-06-2

*Per Maricopa County Assessor

General Plan

The Proposed Modification to the Existing Personal Wireless Service Facility (the “Existing PWSF”) is consistent with the General Plan as adopted by the City of Avondale.

The Proposed Modification will handle additional demand for wireless voice and data service for the surrounding area. It will also enhance emergency personnel’s capabilities as the new antennas and equipment at this site will incorporate the new E-911 call tracking requirement by the FCC – thus providing the citizens, visitors, and business owner’s quicker access to first responders.

Compliance with Municipal Codes:

The Proposed Modification shall continue to be in compliance with the applicable Zoning Ordinances and other codes and regulations of the City of Avondale as adopted at the time of the approval.

Land Use of Subject Parcel & Surrounding Property: The primary land use is Commercial Retail, Commercial Office, and Multi-Family. The distance to the nearest Single Family Residence is approximately 1,222.54 feet as demonstrated on Exhibit "B".

The Existing PWSF will continue to have *no* impact to vehicular or pedestrian pattern; it does and will not utilize connection to any water system, refuse collection, or sewer system. The Existing and Proposed Equipment, as described herein, does and will not emit any odor, dust, gas, noise, vibration, smoke, heat or glare.

Description of the Existing Personal Wireless Service Facility (Illumination, Landscaping, Ground Equipment)

This Application is for replacement of existing antennas, together with the addition of auxiliary equipment, on a 45' Light Fixture situated within the Palmilla Center a Commercial Shopping Center, hereinafter referred to as the "Shopping Center", located on East of Dysart Road between McDowell Road & Rancho Santa Fe Blvd. the Palmilla Center is professionally leased and managed by Weingarten Realty and major tenants include Fry's Food and Drug, Office Max, Petsmart, Game Stop, Dollar Tree, and Subway. It is one of many Shopping Centers in the corridor along Dysart just North and South of the 1-10 Freeway.

According to Maricopa County Records, the physical address for the Existing PWSF is 1551 North Dysart Road, Avondale, AZ 85323. It is professionally managed by AT&T in conjunction with Crown Castle International.

Other than the Existing Light (which provides illumination to the surrounding Shopping Center), no additional illumination will be added and is demonstrated on the Plans.

As demonstrated on the Landscaping Supplement (Exhibit "E"), the Existing Landscaping on the Parking Island where the Existing PWSF is located is consistent with other Parking Islands in the Shopping Center. As discussed with Staff during the Pre-Application Meeting held on September 16, 2015, additional vegetation around the compound would interfere with access and is not consistent with the adjacent building.

AT&T's Ground Equipment is located just west of the Existing PWSF.

The Compound Supplement (Exhibit "F") demonstrates the Existing CMU Wall is integrated to the adjacent Building with respect to material and paint. The Compound Supplement also demonstrates the Electrical Equipment and Gate are also properly painted and screened; the Gate includes appropriate identification and emergency contact information.

As discussed with Staff during the Pre-Application Meeting held on September 16, 2015, the Plans have been updated to reflect the following directive:

“Patch, Repair, Stucco, and Paint Façade of Compound and Safety Bollards Barriers”

Based on the above, there should be no requirement to neither install additional Landscaping nor upgrade the Existing Equipment Compound.

Antenna Array & Scope of Work

➤ **Purpose of the Modification**

The purpose of the modification will allow AT&T handle the additional demand for wireless voice and data service for the surrounding area. It will also enhance emergency personnel’s capabilities as the new antennas and equipment at this site will incorporate the new E-911 call tracking requirement by the FCC.

➤ **AT&T’s Existing Array:** AT&T’s Existing Array is comprised of the following

- (3) Panel Antennas ([3] 52” & [3] 55” Panels)
- (6) Tower Mounted Amplifier’s (TMA’s)
- (0) Remote Radio Heads (on Tower)
- (0) Surge Protectors (on Tower)
- (24) Lines of 7/8” Coax / (0) DC & Optical Fiber Cables / (0) RET Cable

➤ **AT&T’s Scope of Work:** Permit will cover the following work to be completed:

- Remove Existing Panel Antenna & TMA
- Install (6) New Panel Antenna (All 99” Panels)*
- Install (3) New TMA’s
- Install (12) New Remote Radio Heads
- Install (5) DC & Optical Cables Fiber Trunk

➤ **AT&T’s Proposed Array:** AT&T’s Proposed Array shall be comprised of the following

- (6) Antennas (All 99” Panels)*
- (3) Tower Mounted Amplifier’s (TMA’s)
- (12) Remote Radio Heads (RRH’s)
- (2) Surge Protectors
- (24) Lines of 7/8” Coax / (5) DC & Optical Fiber Cables / (1) RET Cable

Continued, Next Page

* A copy of the Cut Sheet for the Antenna is located on Exhibit “G”

Change in RAD Center & Height of Tower:

To Accommodate the Taller Panel Antenna, the Current RAD Center & Height of the Tower will be modified as summarized below:

	Existing	Proposed
Center Line	42'	46'
Height of Facility	44'	50'

*All Existing & Proposed Cables to Run to the Interior of the Pole
All Equipment Shall be Painted to Match*

Before & After Photo Simulations are located on Exhibit "H"

AT&T's Compound: Ground Equipment

In addition to the description of the Compound in the prior Section, there will be no change to the size or dimension to the Existing Compound as demonstrated on the Enlarged Site Plan on Sheet A1 and the Equipment Plan on Sheet A2 of the Plans.

Again, photos of the Compound are located in the Compound Supplement (Exhibit "F").

The Existing PWSF will continue to have *no* impact to vehicular or pedestrian pattern; it does and will not utilize connection to any water system, refuse collection, or sewer system. The Existing and Proposed Equipment, as described herein, does and will not emit any odor, dust, gas, noise, vibration, smoke, heat or glare. And Access to the Antenna's and AT&T's Compound is and will continue to be limited to Authorized Personnel only.

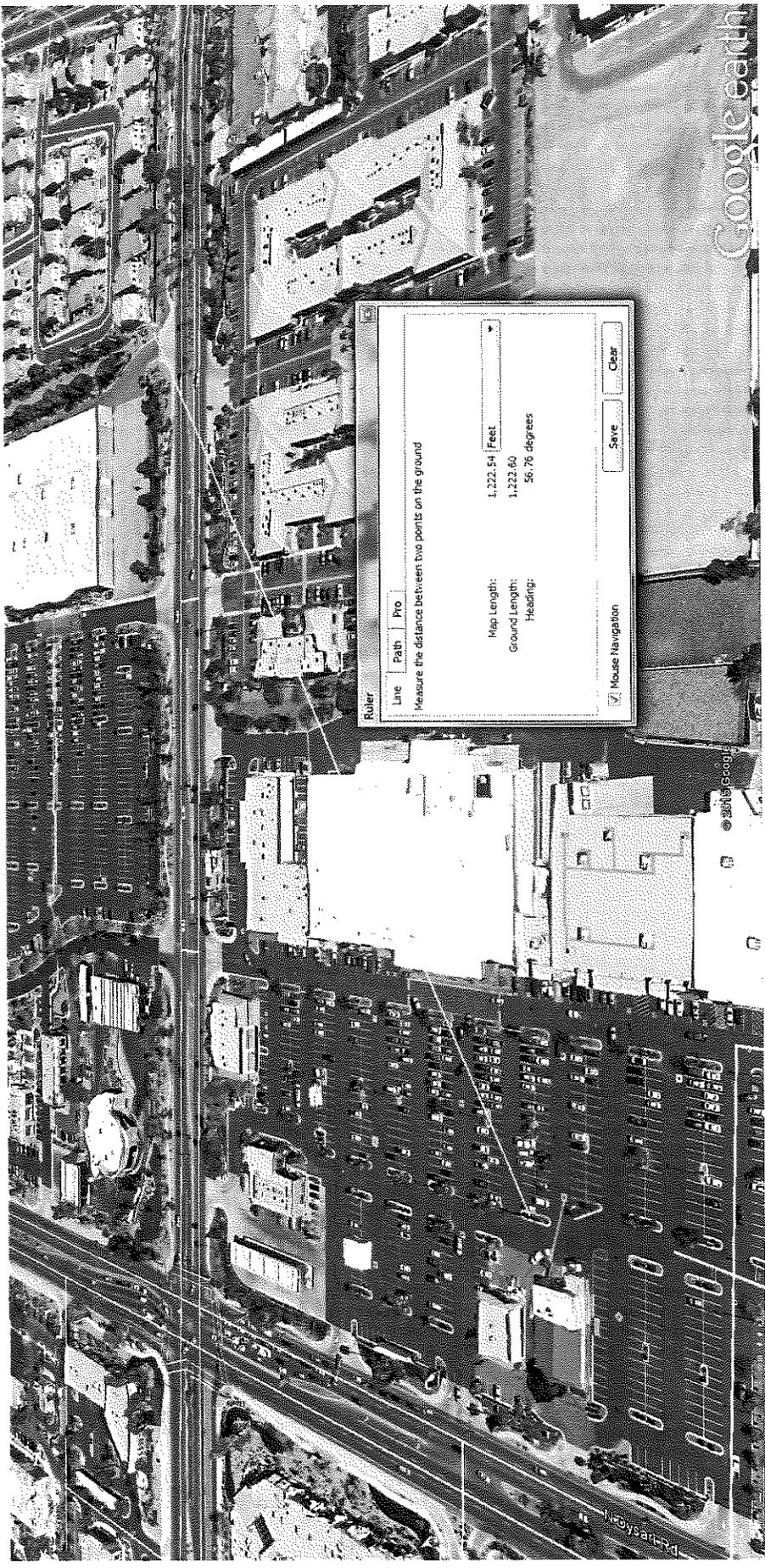
Exhibit "A"



Source: Google Earth

Exhibit "B"

Distance from Existing Wireless Telecommunications Facility to Nearest Single Family Residence



Source: Google Earth

Exhibit "C"

Maricopa County Parcels



Parcel:	500-02-002T	Report Date:	06/24/2015
Owner:	MINSHALL RICHARD & JUDY	Unique Location Characteristics:	
Property Address:	1551 N DYSART RD AVONDALE 85323	Lot Size:	26,397
Local Jurisdiction:	AVONDALE	Main Living Area:	
MCR:		Construction Year:	
Subdivision Name:		Improvement Class:	
Lot:		Bath Fixtures:	
Elementary School:	AVONDALE SCHOOL DISTRICT	Parking:	
High School:	AGUA FRIA UNION #216	Pool:	
2016 FCV:	\$374,300	Last Sale Price/Sale / Date:	

Disclaimer: The data contained in this database is deemed reliable but not guaranteed. This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of this data; however, this material may be slightly dated which would have an impact on its accuracy. The Maricopa county Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data.

500-02-002-T

Parcel Type: Commercial

MINSHALL RICHARD & JUDY1551 N DYSART RD AVONDALE 85323**Property Information**

MCR #: N/A
 Address: 1551 N DYSART RD AVONDALE 85323
 Latitude/Longitude: 33.46253994 | -112.34085730
 Description: BEG 531.25F S & 40F E OF NW COR SEC S 62F TPOB E 194F N 62.80F E 96F S 133.11F W 290F N 70F TPOB
 Lot Size (Sq Ft): 26,397
 Zoning: C-2
 Section, Township, Range: 2 1N 1W
 Market Area/Neighborhood: 09/003
 Subdivision: Not Available
 Lot #: Not Available
 High School District: AGUA FRIA UNION #216
 Elementary School District: AVONDALE SCHOOL DISTRICT
 Local Jurisdiction: AVONDALE
 Owner: MINSHALL RICHARD & JUDY
 Mailing Address: 1551 N DYSART RD , AVONDALE, AZ 85323
 Deed #: 870669375
 Deed Date: November 03, 1987
 Sale Date: None
 Sale Price: \$0

Valuation Data

Tax Year:	2016	2015	2014	2013	2012
Full Cash Value:	\$374,300	\$337,200	\$303,100	\$293,575	\$320,922
Limited Property Value:	\$334,168	\$318,255	\$303,100	\$293,575	\$320,922
Legal Class:	1	1	1	1	1
Description:	COMMERCIAL / OTHER R/P				
Assessment Ratio:	18%	18.5%	19%	19.5%	20%
Assessed FCV:	\$0	\$0	\$57,589	\$57,247	\$64,184
Assessed LPV:	\$60,150	\$58,877	\$57,589	\$57,247	\$64,184
Property Use Code:	1150	1150	1150	1150	1150
PU Description:	Retail	Retail	Retail	Retail	Retail
Tax Area Code:	440103	440103	440103	440103	440103

Commercial Characteristics/Improvements

Description	Number	Model	Quality Rank	Age	Sq Footage
Industrial Flex Buildings		453	2	30	4,000
Commercial Yard Improvements		353	1	30	1

Notice: The values displayed on this page may not reflect constitutional or statutory adjustments.

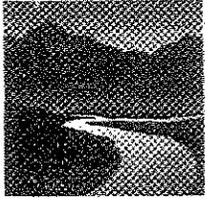
CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION ON THIS WEBSITE BEFORE RELYING ON IT.

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. Please contact the Maricopa County S.T.A.R. Center at (602) 506-3406 if you believe any information is incomplete, out of date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. In many instances, the Assessor has gathered information from independent sources and made it available on this site, and the original information may have contained errors and omissions. Errors and omissions may also have occurred in the process of gathering, interpreting, and reporting the information. Information on the website is not updated in "real time". In addition, users are cautioned that the process used on this site to illustrate the boundaries of the adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted on this site are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided on this site is not the equivalent of a title report or a real estate survey. Users should independently research, investigate and verify all information before relying on it or in the preparation of legal documents.

By using this website, you acknowledge having read the above and waive any right you may have to claim against Maricopa County, its officers, employees, and contractors arising out of my reliance on or the use of the information provided on this website.

Exhibit "D"



City of
Avondale

Planning and Building Services
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6806
Phone: (623) 478-3330
Fax: (623) 478-3824
TDD: (623) 478-3494
Website: www.avondale.org

October 17, 2006

Mr. Scott Quinn
Quinn United Enterprises
3655 W. Anthem Way, Suite A-109, PMB 250
Anthem, AZ 85086

RE: Conditional Use Permit for Cingular Wireless
Case Number CU-06-2
Notice of City Council Approval

Mr. Quinn:

I am pleased to inform you that on October 16, 2006 the City Council approved your request for a conditional use permit for a wireless facility in the Palmilla Shopping Center subject to the following stipulations:

1. The development of the site shall conform to the site plan date stamped August 18, 2006 and the project narrative dated May 31, 2006.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from date of approval if the use has not commenced.
3. An amendment to the Conditional Use Permit shall be required prior to the addition of any further antennae or equipment.

The public hearing sign must be removed within 7 days of this approval letter. Your expeditious removal of the sign is appreciated.

A site plan must be administratively approved prior to the submittal of any construction documents. An application for site plan review is attached. Please deliver the completed application, fee, and required deliverables to the Planning Division.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Ken Galica
Zoning Specialist

Attachment: Site Plan Application

Exhibit "E"

Existing Landscape

Photo 1

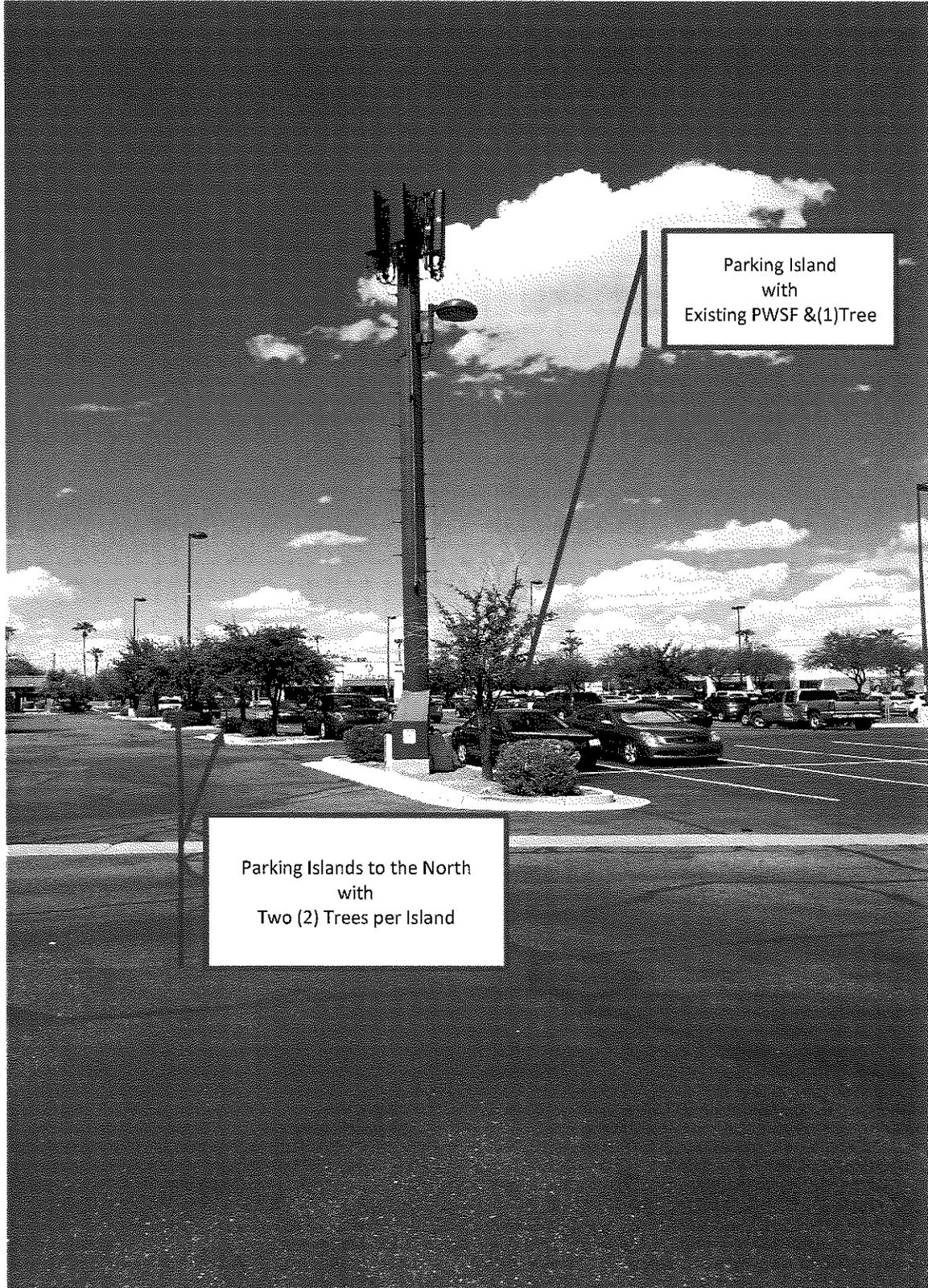
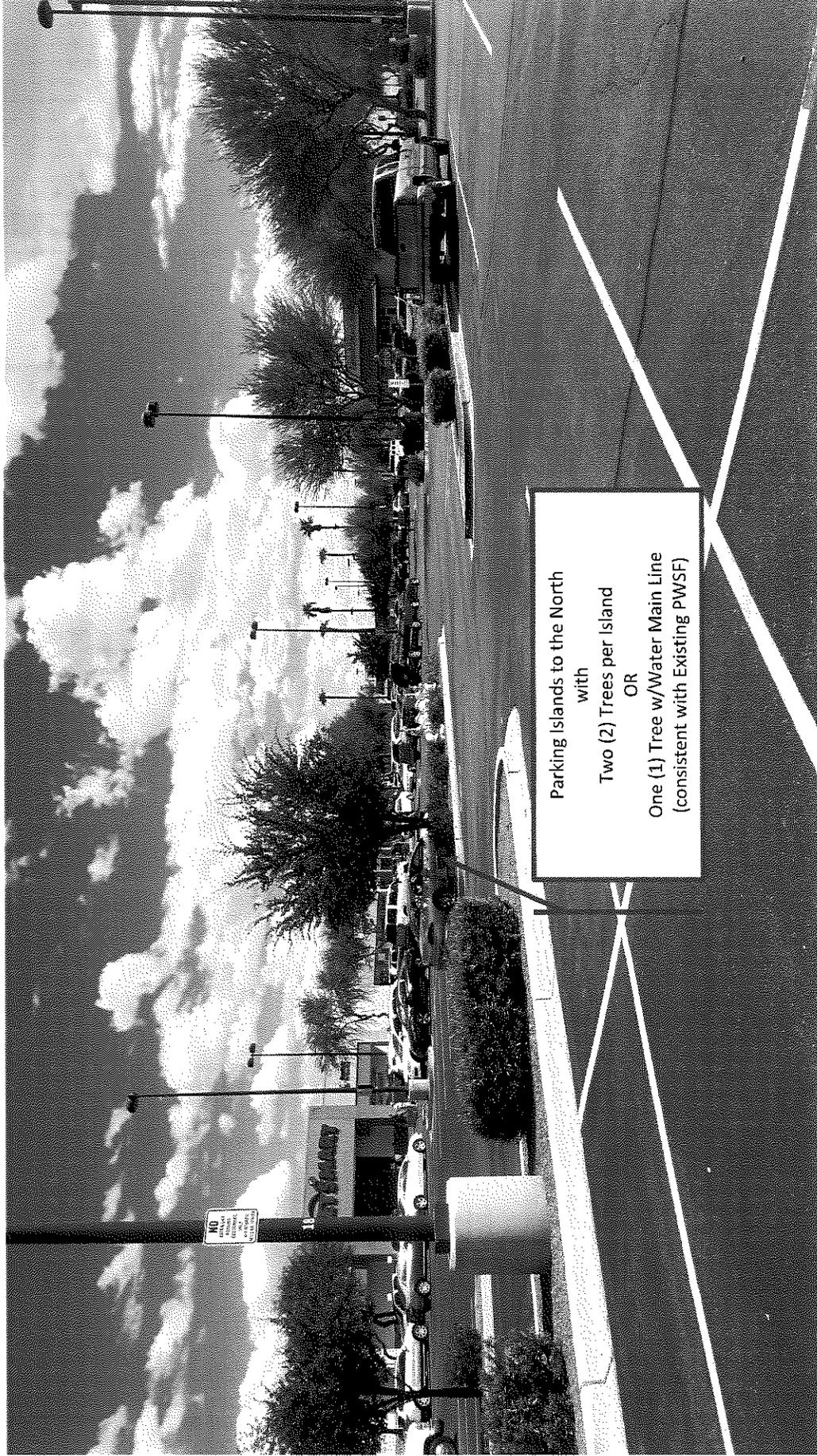


Photo 2



Parking Islands to the North
with
Two (2) Trees per Island
OR
One (1) Tree w/Water Main Line
(consistent with Existing PWSF)

Exhibit "F"

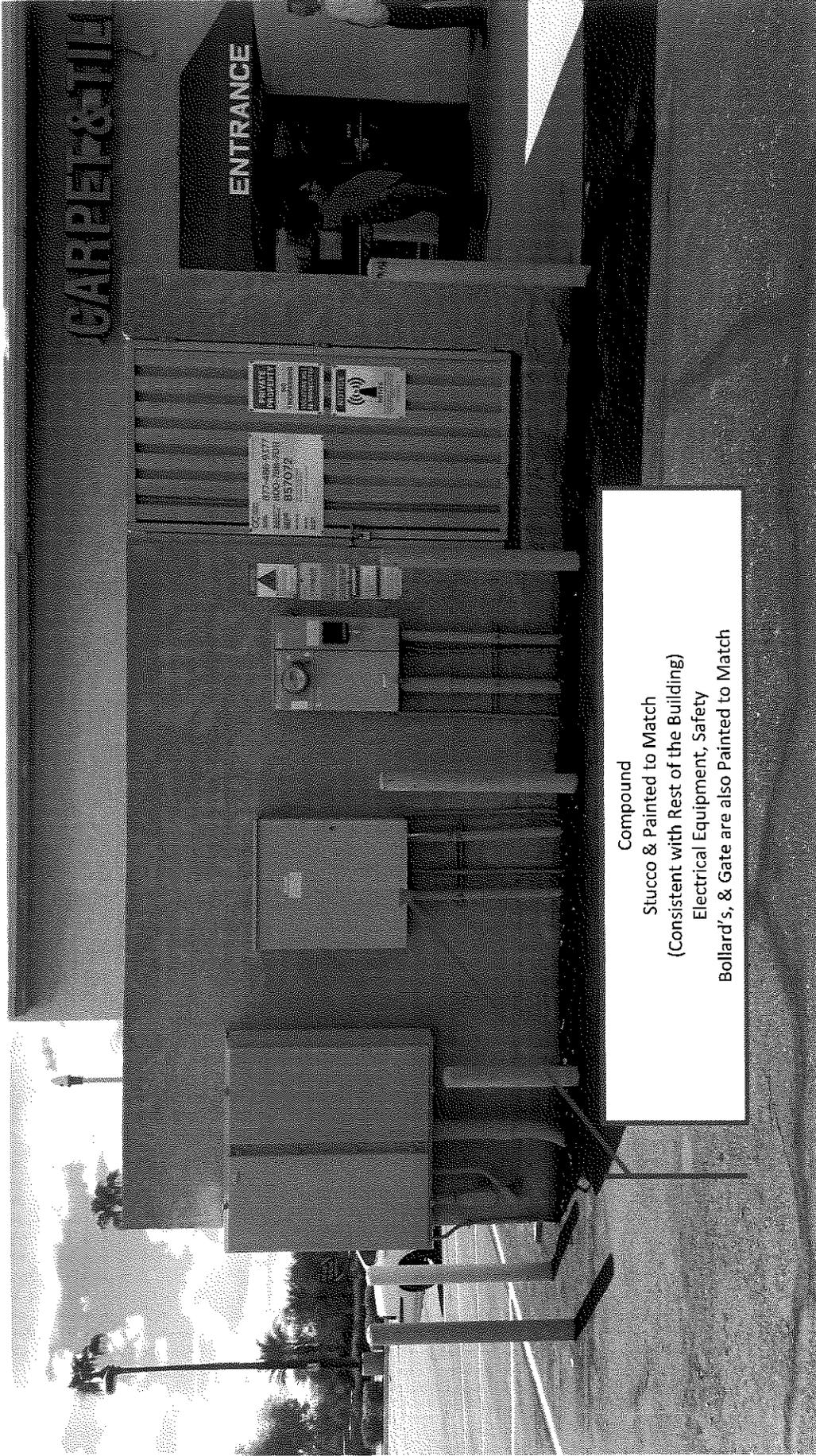
Existing Compound

From South Side (Looking North)



Compound is
Stucco and Painted
(Consistent with Rest of the Building)

From East Side (Looking West)



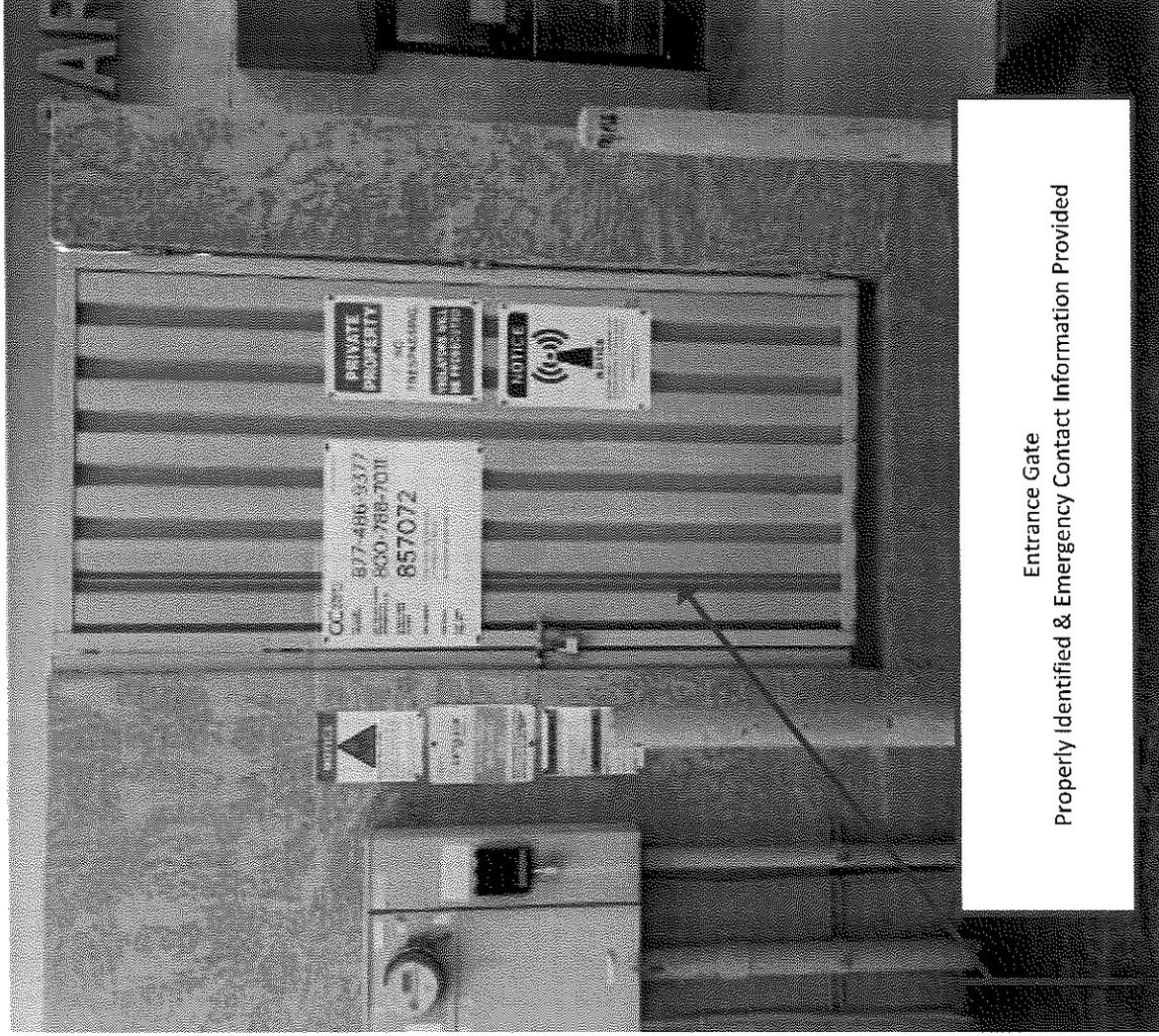
Compound
Stucco & Painted to Match
(Consistent with Rest of the Building)
Electrical Equipment, Safety
Bollard's, & Gate are also Painted to Match

North Side of the Compound



Compound
Stucco & Safety Bollards Painted to Match
(Consistent with Rest of the Building)

Entrance Gate

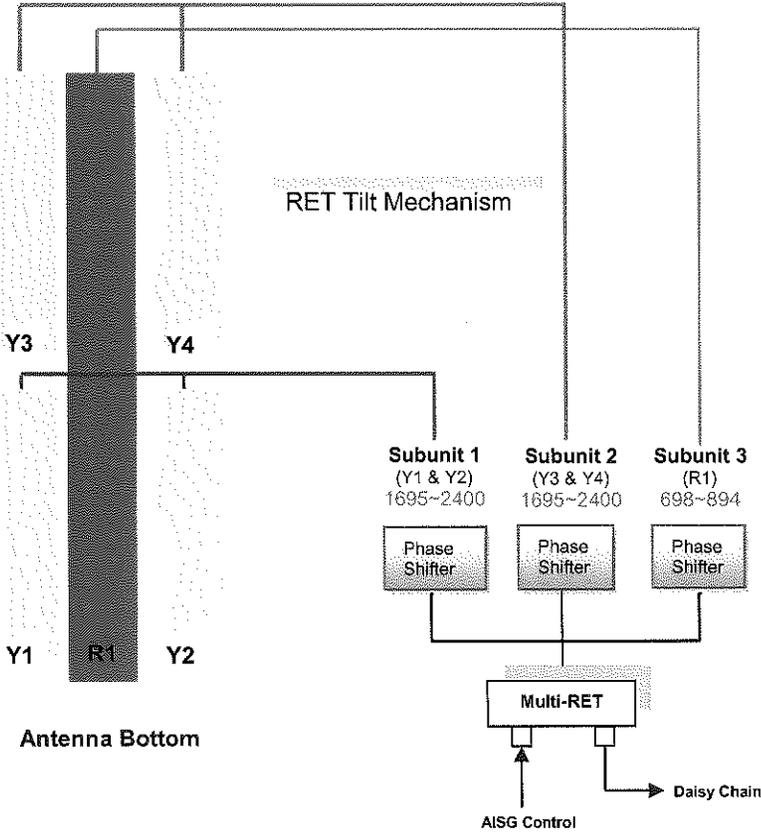


Entrance Gate
Properly Identified & Emergency Contact Information Provided

Exhibit "G"

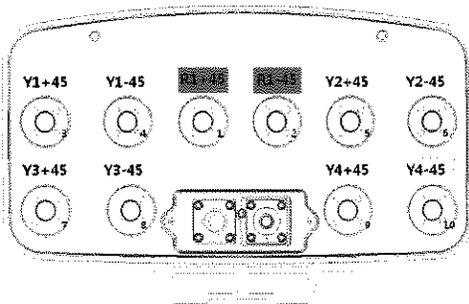
EPBQ-652L8H8

10-Port Multi-Band Antenna / 8' / 65°
 698 ~ 894MHz, X-pol., H71° / V8.8°, ET: 0~12°
 1695 ~ 2400MHz, XXXX-pol., H65° / V6.5°, ET: 0~10°



Mechanical Specification

Dimension (W×D×H)	12.0×6.3×99.6 inches (305×160×2530 mm)
Weight (Without clamp)	62.4 lbs (28.3kg)
Connector	10 x 7/16 DIN(Female), Long Neck (2 x 698-894 8 x 1695-2400MHz)
Max Wind Speed	150 mph
WindLoad (@100 mph)	1184N, 621N, 1184N (Front , Side , Rear)



Correlation Table

Frequency Range	Array	Connector
698-894 MHz	R1	1-2
1695-2400 MHz	Y1	3-4
1695-2400 MHz	Y2	5-6
1695-2400 MHz	Y3	7-8
1695-2400 MHz	Y4	9-10

***Note**

- Environmental Compliance: IP 65 for Radome & IP 67 for Connectors
- RET Motor Configuration: Field Replaceable RET Electronic Control Module RET Motor is internal to antenna & not field replaceable
- Compliant with AISG: AISG 1.1 and 2.0
- Accessory: Standard Mounting Kit is included (Mechanical Down Tilt, KCLDM1B30000 is sold separately)

Exhibit "H"

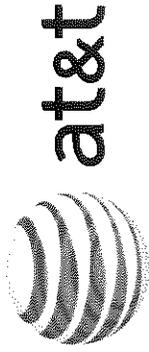
SITE INFO:

P1829 - AZPH0829 - AZL00829
N. DYSART & ENCANTO
1551 NORTH DYSART ROAD
AVONDALE, AZ 85323

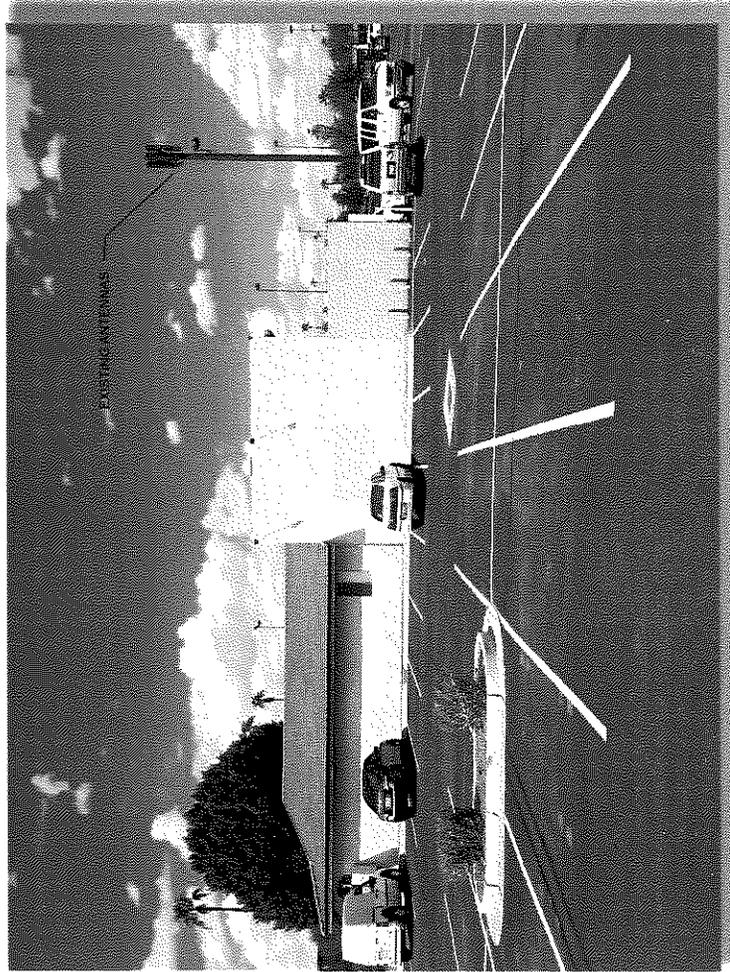
PREPARED FOR:



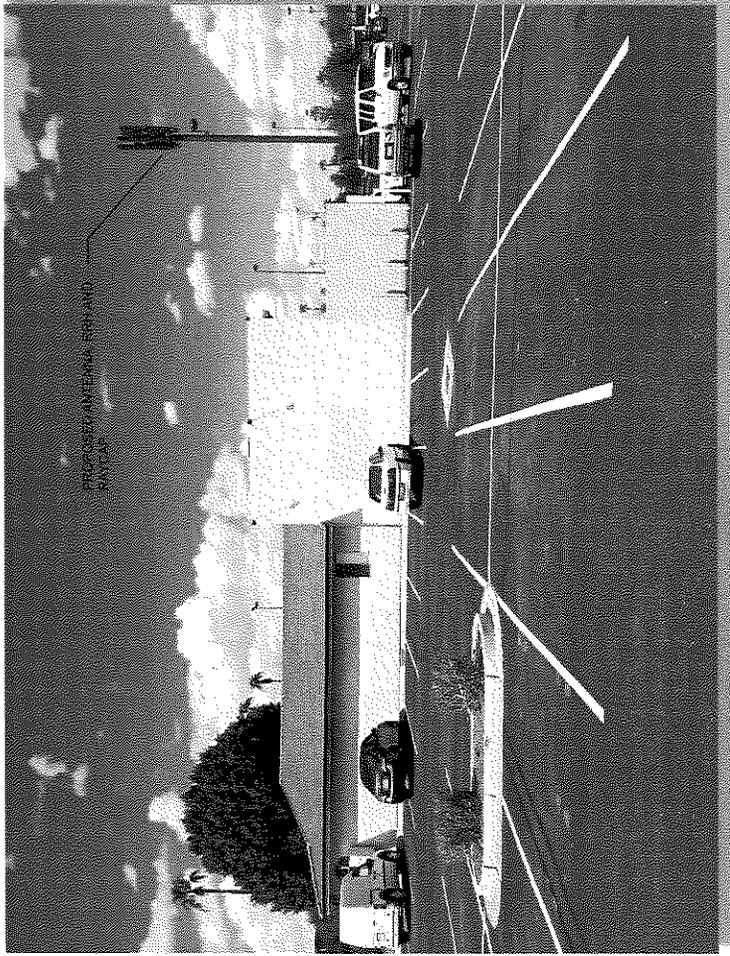
605 West Knox Road, Suite 210
Tempe, AZ 85284



AERIAL SITE MAP

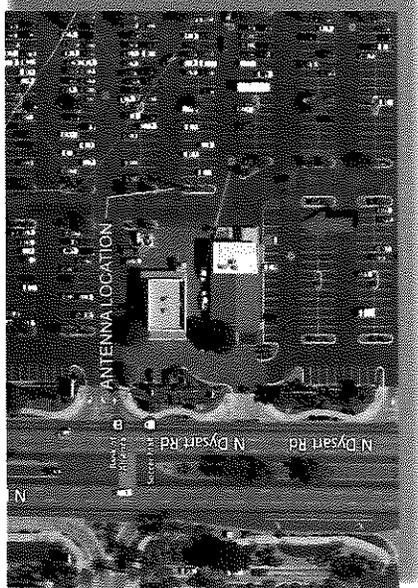


EXISTING SOUTH VIEW



PROPOSED SOUTH VIEW

This is only a photo simulation and is prepared to convey the application as accurately as possible although is not to scale. Through the design process and review comments items might appear differently once built.



AERIAL SITE MAP

SITE INFO:

P1829 - AZPH0829 - AZL00829
N. DYSART & ENCANTO
1551 NORTH DYSART ROAD
AVONDALE, AZ 85323

PREPARED FOR:



605 West Knox Road, Suite 210
Tempe, AZ 85284



EXISTING VIEW



PROPOSED VIEW

This is only a photo simulation and is prepared to convey the application as accurately as possible although is not to scale. Through the design process and review comments items might appear differently once built.

Excerpt of the Minutes of the regular Planning Commission meeting held October 15, 2015 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Sean Scibienski, Chair
Michael Long, Commissioner
Grace Carrillo, Commissioner
Olivia Pineda, Commissioner
Gloria Solorio, Commissioner
Kevin Kugler, Commissioner
Russell Van Leuven, Commissioner

COMMISSIONERS ABSENT

None

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Gary Verburg, Legal Counsel
Alison Rondone, Planner II
Rick Williams, Planner II
Linda Herring, Development Services Representative

AGENDA ITEM. PL-15-0223: AT&T P829 1551 N. Dysart Road

This is a public hearing before the Planning Commission to review and solicit public input on application PL-15-0223, a request by Smartlink LLC to amend a previously approved Conditional Use Permit (CU-06-2), to allow for antenna and auxiliary equipment upgrades on an existing Personal Wireless Service Facility. The proposed modifications include an increase in the height of the existing wireless tower/light fixture from 45' to 50'. The tower is situated in the parking lot of the Palmilla Center, a commercial shopping center located at 1551 N. Dysart Road. Staff Contact: Alison Rondone

Alison Rondone, Planner II, said the property is within the Palmilla Shopping Center on Dysart Road north of I-10. The subject facility is on an existing light pole in the Center's parking lot on the Uptight Carpet parcel. The General Plan 2030 land use designation is Freeway Commercial. The property was annexed in January 1978. This property is surrounded on all sides by commercial. A large shopping center across the street is in the City of Goodyear. Primary land uses in the area are commercial, retail and office, with some multifamily residential to the northeast. The original Conditional Use Permit (CU-06-2) was granted to Cingular Wireless in October 2006 to install a personal wireless service facility. One of the conditions was that any future amendments or modifications to the facility would require an amendment to the Conditional Use Permit.

Ms. Rondone said the facility is now owned by AT&T in collaboration with Crown Castle International. She displayed photo simulations of the proposed modifications. The proposal is to replace the existing antennas and upgrade the auxiliary equipment. No changes will be made to the footprint and no excavation will be involved. The existing conduit will be used to route the new cable. The height of the facility would be increased from 45 feet to 50 feet. Staff have analyzed the request and determined that it is consistent with the General Plan and meets all zoning and ordinance requirements for screening. It does require administrative relief for a 45-foot setback on the western boundary because the increase in height triggers the need for a 50-foot setback. However, since the facility is not being moved, staff proposes granting administrative relief for the five foot differential. This proposal is compatible with the character of the immediate area since it is on an existing light pole and will be painted to match. It will not generate any new traffic. The Conditions of Approval include five stipulations as set forth in the staff report. The usual public participation was held. A neighborhood meeting took place on November 2nd with no attendees. Staff received one phone call from a resident who was not opposed to the project. Ms. Rondone confirmed that the notification requirements for the hearing were met.

Ms. Rondone said staff recommends approval of this application with the five conditions of approval as set forth in the staff report.

Commissioner Pineda inquired if AT&T had moved across the street. Ms. Rondone said AT&T is not moving the antenna. They are currently operating that facility. Robert Gubser, Planning Manager, said an AT&T retail store recently moved into a building across the street in the City of Goodyear, but this proposal is for modifications to an existing antenna.

Chair Scibienski noted that a representative for AT&T was in attendance.

Chair Scibienski opened the public hearing. After confirming there were no requests to speak, he closed the public hearing.

Chair Scibienski invited a motion. Commissioner Long moved to recommend approval of Application PL-15-0223, a request by Smartlink LLC to amend a previously approved Conditional Use Permit (CU-06-2), to allow for antenna and auxiliary equipment upgrades on an existing personal wireless service facility. Commissioner Pineda seconded the motion.

ROLL CALL VOTE

Sean Scibienski Chair	Aye
Michael Long, Acting Chair	Aye
Kevin Kugler, Commissioner	Excused

Grace Carrillo, Commissioner	Excused
Olivia Pineda, Commissioner	Aye
Gloria Solorio, Commissioner	Excused
Russell Van Leuven, Commissioner	Aye

The motion carried by a 4-0 vote.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3284-1215 - Lease-Purchase Agreement with NetApp Inc. - Declaring an Emergency

MEETING DATE:

12/7/2015

TO: Mayor and Council

FROM: Rob Lloyd, CIO and Mark Neerings Assistant CIO

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests the City Council adopt a resolution approving a Lease Purchase agreement with NetApp, Inc., for the purchase of storage hardware, services, and maintenance and support in the aggregate amount of \$380,035.62 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

The City of Avondale invested in a converged server-storage-virtualization solution in late-2011. This strategy created Avondale's "internal cloud" environment, which has successfully supported the City's information and communications technology needs. The solution resolved recurring reliability problems with the City's multiple storage environments at the time, while also reducing overall maintenance and support costs. Savings were rededicated to cover licensing for the City's servers to support growth required by departments with no additional budget requests required.

The purchase of the FlexPod was through Insight under the US Communities cooperative award and State of Arizona participating addendums—contract RQ09-997736-42B (13325c).

DISCUSSION:

Investments into the City's infrastructure environment have succeeded in the areas of responsiveness to City needs, performance, and reliability. Since the implementation of the Avondale Internal Cloud/FlexPod, IT staff have been able to quickly provision servers and central licenses as City departments requested them for projects. However, maintenance and support costs for the data storage portion of the FlexPod arose as an issue in 2014. After carrying a manageable cost level for the first three years, the 2014-2015 support billing was more than three times higher than previous. IT staff was able to negotiate the cost down to \$36,431 and began to evaluate the City's long-term storage position as a result.

Based on the large increase in maintenance and support costs for the City's storage environment, Information Technology staff requested an early quote from NetApp for 2015-2016 support. The amount quoted was \$68,198 for one year. City staff conferred with NetApp leadership and sales staff that those amounts would not be supportable by the City of Avondale. IT requested NetApp propose a plan for its most financially sustainable maintenance structure given the City's investments. Meanwhile, IT staff looked at alternatives, including third-party support options and, if unavoidable, replacement of the NetApp solution. Both alternatives are unattractive based on the

loss of product updates and significant cost and risk to move, respectively.

In late-September, the City received a proposal from NetApp that addresses the concerns IT staff communicated to them. The arrangement proposed would take the form of a Lease Agreement due to the provision of hardware, which would refresh the storage environment and make the City eligible for locked support costs for a full seven years. If agreed to by both the City and NetApp, the proposed agreement would specifically:

1. Hold the cost of maintenance and support down for the storage environment to levels already contained in the Information Technology Department budget.
2. Provide cost certainty for seven years, with years six and seven at rates less than currently billed.
3. Upgrade the City's storage environment early, allowing the City to make desired progress in the areas of virtual computers, additional video capacity, and performance improvements.
4. Allow the City to obtain a storage upgrade and migration services with a 0% finance charge and \$0 in fees.
5. Permit the City to pay off and exit the agreement in Fiscal Year 2018 with no early payment penalty. Accrued monies in the City's Technology Replacement Fund will be adequate to fully pay off the Lease Agreement in year three, as well as cover minor upgrades IT staff can reasonably predict will be required.
6. Net over the seven years, the City would save approximately \$275,000 versus current costs. This savings figure is conservative as it does not account for cost increases the City would expect if it maintains direct support from NetApp.
7. The City would own all equipment upon completion of the agreement.

BUDGET IMPACT:

Total value for the lease agreement is \$380,035.62 over five years. The proposed agreement carries no financing fees and a 0% financing rate, along with allowing early payment with no penalty. All equipment would be owned by the City upon completion of the lease.

Funding is fully supported by budgeted funds under the Information Technology Department (101-5121-00-6325) for maintenance and support and the Technology Replacements Fund schedule (603-5121-00-8012) for equipment replacements.

The breakdown of planned expenditures by fiscal year are as follows:

FY2016 = \$34,000
FY2017 = \$46,000
FY2018 = \$101,011.87
FY2019 = \$101,011.87
FY2020 = \$101,011.87

The Information Technology Department plans to pay off the Lease Agreement early, in FY2018, if approved. Funds accrued in the Technology Replacements Fund would be adequate to execute the payoff without a supplemental budget request. Further, the proposed agreement would lock maintenance and support costs at lower, manageable levels for Fiscal years 2021 and 2022.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing the execution of a Lease Purchase agreement with NetApp, Inc., d/b/a NetApp Capital Solutions for the purchase of storage hardware, services, and maintenance and support for an aggregate value of \$380,035.62, delegating authority to the Mayor, City Manager and Finance Director to determine final terms of the agreement, authorizing all actions necessary to consummate the transaction and declaring an emergency.

ATTACHMENTS:

Description

[Resolution 3284-1215](#)

RESOLUTION NO. 3284-1215

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT FOR CERTAIN EQUIPMENT; DELEGATING AUTHORITY TO THE MAYOR, MANAGER AND FINANCE DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the “City Council”) has determined to finance the costs of data storage, equipment, software and capitalized services that support all City operations (collectively, the “Equipment”) by entering into a lease-purchase agreement (the “Purchase Agreement”) with NetApp, Inc., a Delaware corporation d/b/a NetApp Capital Solutions, as provided herein; and

WHEREAS, the proposed form of the Purchase Agreement has been presented to the City Council at the meeting at which this Resolution is being adopted; and

WHEREAS, no source of funds will be pledged or otherwise hypothecated by the City of Avondale (the “City”) to make the lease payments pursuant to the Purchase Agreement, and such lease payments will be funded, at the discretion of the City Council, through an annual appropriation of legally available moneys each year for inclusion in the annual budget of the City; and

WHEREAS, all acts, conditions and items required by the Constitution of the State of Arizona and the City to happen, exist and be performed precedent to and as a condition to the adoption of this Resolution and the execution and delivery of the Purchase Agreement have happened, exist and have been performed in the time and manner required.

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 form, terms and provisions of the Purchase Agreement, in substantially the form of such document (including the exhibits thereto) presented at the meeting of the City Council at which this Resolution is being adopted is approved, with such final provisions,

insertions, deletions and changes as determined as provided herein and shall be approved by the City Manager, the execution of such document being conclusive evidence of such approval of the City Manager and the City Clerk, where applicable, are authorized and directed, for and on behalf of the City, to execute and deliver and attest or approve the Purchase Agreement and to take all action to carry out and comply with the terms of such documents.

SECTION 3. The Mayor, the City Manager, the City Finance and Budget Director and other officers of the City, on behalf of the City, are authorized and directed, without further order of the City Council, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the City, to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated by, and as may be necessary to carry out the terms and intent of, this Resolution. All actions of the officers and agents of the City that conform to the purposes and intent of this Resolution and that further execution and delivery of the Purchase Agreement as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

SECTION 4. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, ordinances and resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, ordinance or resolution or any part thereof.

SECTION 5. After the execution and delivery of the Purchase Agreement, this Resolution shall be and shall remain irrevocable until the amounts required to be paid by the City pursuant to the provisions of the Purchase Agreement shall have been fully paid, cancelled and discharged or until the Purchase Agreement shall have been terminated pursuant to the provisions thereof.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the financing of the Equipment on the most advantageous terms presently available to the City and the preservation of the public health and welfare of the City; an emergency is hereby declared to exist; this Resolution shall be in full force and effect from and after the passage and approval by the City Council as required by law, and this Resolution is hereby exempt from the referendum provisions of the City's Charter and the Constitution and laws of the State of Arizona.

SECTION 7. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, December 7, 2015

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 3284-1215 was duly passed and adopted by the Mayor and Council of the City of Avondale, Arizona, at a regular meeting held on the 7th day of December, 2015, and the vote was ____ ayes and ____ nays and that the Mayor and ____ Councilmembers were present thereat.

Carmen Martinez, City Clerk

**ADDENDUM TO
LEASE/PURCHASE AGREEMENT NO. 719283TELP
DATED AS OF DECEMBER 8, 2015
BETWEEN
NETAPP, INC.
D/B/A
NETAPP CAPITAL SOLUTIONS
AND
THE CITY OF AVONDALE**

This ADDENDUM (“Addendum”) modifies the Lease/Purchase Agreement No. 719283TELP dated as of December 8, 2015 (the “Original Agreement”), executed contemporaneously with this Addendum and entered into between NetApp, Inc., a Delaware corporation d/b/a NetApp Capital Solutions (“Lessor”), and the City of Avondale, an Arizona municipal corporation (“Lessee”). All of the capitalized terms not otherwise defined in this Addendum have the same meanings as contained in the Original Agreement. The following provisions modify or replace sections of the Original Agreement and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

AGREEMENT

1. Section 2 is hereby amended to read as follows:

2. GENERAL TERMS; PAYMENT ADJUSTMENTS; EFFECTIVENESS: You agree to all the terms and conditions on page 1 and 2 of this Agreement and on each Schedule. This Agreement, ~~and~~ each Schedule AND THE ADDENDUM COLLECTIVELY ARE a complete and exclusive statement of our agreement. If the cost of the Equipment varies from the estimate you or your supplier have provided to us, you agree that we may adjust the Lease payment accordingly upward or downward up to 10%. You acknowledge receipt of a copy of this Agreement and each Schedule and acknowledge that you have selected the Equipment and reviewed the supply contract under which you will obtain the Equipment. NO LEASE IS BINDING ON US AND NO LEASE WILL COMMENCE UNTIL WE ACCEPT IT IN OUR OFFICES. You authorize us to insert or correct missing information on this Agreement and on each Schedule, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment. You agree that any purchase order issued to us covering the Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms of any Lease. You agree to provide us your financial statements annually, when available, within 10 days after such financial statements become available, UNLESS OTHERWISE PUBLICALLY AVAILABLE. Nothing in this Agreement nor any Schedule shall be construed to mean that you must pay any sum which exceeds that which may lawfully be charged, and if there is such excess sum, it shall be applied to reduce the lawful amounts payable by you, and any excess shall be returned to you.

2. Section 9 is hereby amended to read as follows:

9. LIABILITY: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and agree, to the extent permitted by law, to indemnify, defend and hold us, our employees and agents, harmless, to the extent permitted by law, from and against: (a) any and all liabilities, losses, damages, claims and expenses (including attorneys' fees and legal costs) arising out of YOUR NEGLIGENT ~~the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership,~~ licensing, titling, registration, leasing, possession, operation, use, return or other disposition of the Equipment, including, but not limited to, ~~any liabilities that may arise from patent or latent defects in the Equipment, and~~ any claims based on strict tort liability AND (b) any and all loss or damage of or to the Equipment, ~~and (c) any liability to the manufacturer or supplier arising under any purchase orders issued by or assigned to us.~~

3. Section 10 is hereby amended to read as follows:

10. LIENS AND TAXES. You shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease or any Schedule. It is expected that the Equipment will be exempt from taxation, nevertheless, you shall pay, when due, all assessments, charges and taxes (federal, state and local) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by our net income ("Charges"). If you fail to pay any Charges when due, we shall have the right, but shall not be obligated, to pay the Charges. If we pay any Charges for which you are responsible or liable under a Schedule, you shall, upon demand, reimburse us therefor. THE CITY MAY, AT THE EXPENSE AND IN THE NAME OF THE CITY, IN GOOD FAITH, CONTEST ANY SUCH TAXES, ASSESSMENTS AND OTHER CHARGES AND, IN THE EVENT OF ANY SUCH CONTEST, MAY PERMIT THE TAXES, ASSESSMENTS OR OTHER CHARGES SO CONTESTED TO REMAIN UNPAID DURING THE PERIOD OF SUCH CONTEST AND ANY APPEAL THEREFROM, UNLESS LESSOR SHALL NOTIFY THE CITY THAT, IN THE OPINION OF INDEPENDENT COUNSEL, BY NONPAYMENT OF ANY SUCH ITEMS, THE INTEREST OF LESSOR IN THE EQUIPMENT SHALL BE MATERIALLY ENDANGERED OR THE EQUIPMENT OR ANY PART THEREOF SHALL BE SUBJECT TO LOSS OF FORFEITURE, IN WHICH EVENT THE CITY SHALL PROMPTLY PAY SUCH TAXES, ASSESSMENTS OR OTHER CHARGES OF PROVIDE LESSOR WITH FULL SECURITY AGAINST ANY LOSS WHICH MAY RESULT FROM NONPAYMENT, IN FORM SATISFACTORY TO LESSOR.

4. Section 11 is hereby amended to read as follows:

11. ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT, THIS AGREEMENT OR ANY SCHEDULE. We may sell, assign or transfer all or any part OF OUR RIGHTS, TITLE AND/OR INTEREST (BUT NOT OUR OBLIGATIONS) ARISING OUT OF OR RELATING TO this

Agreement, any Schedule, and/or our interest in the Equipment. The new owner will have the same rights that we have, but you agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us or any supplier. You hereby appoint us, or our designee, as your agent to maintain a book registry of the owner of payments due under each Lease, and to keep, or cause to be kept, a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations from time to time promulgated thereunder. You agree to acknowledge, in writing, any assignments if so requested, and to make payments directly to the new owner if and when directed.

5. Section 12 is hereby amended to read as follows:

12. DEFAULT; DAMAGES: If you, or any guarantor of your obligations: (a) fail to make any Lease payment FOR WHICH FUNDS HAVE BEEN APPROPRIATED BY YOU within 10 days of when due, or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, or (c) terminate your existence by merger, consolidation, sale of substantially all your assets, or (d) MATERIALLY default under any other agreement you have with us ~~or our affiliates~~, or (e) otherwise MATERIALLY breach any warranty, covenant or provision of this Agreement or any Schedule, you will be in default. If you are in default we may, but shall not be obligated to, do any or all of the following: (i) declare immediately due and payable such portion of the Purchase Price ACCRUED TO DATE and all unpaid amounts due under all Leases under this Agreement which are scheduled to be paid during the fiscal period of yours for which funds have been appropriated by you, (ii) require you to immediately return all Equipment to us at your expense, (iii) with ~~or~~ ~~without~~ NO LESS THAN FOUR (4) BUSINESS DAYS PRIOR notice, demand or legal process, re-take possession of the Equipment (and you authorize us to enter upon the premises wherever the Equipment may be found), (iv) sell, hold, use, lease or otherwise dispose of the Equipment, (v) immediately terminate this Agreement and all Schedules, (vi) apply any security deposit to reduce amounts due to us hereunder, and/or (vii) exercise any other remedies available to us under applicable law. You agree TO THE EXTENT PERMITTED BY LAW to pay our actual attorneys' fees, plus all actual costs of collection and any Equipment repossession. If we dispose of the Equipment, we will apply the net proceeds of such disposition to reduce the Purchase Price and other amounts due under the Lease. You shall remain responsible for the payment of any deficiency, subject to the limitation set forth in (i) above. If the net proceeds we recover related to such Schedule following a default is more than the Purchase Price and other outstanding amounts due under the Lease, we will give you the excess. EXCEPT AS PROVIDED ABOVE, you waive any notice of our repossession or disposition of the Equipment. By repossessing any Equipment, we do not waive our right to collect any amounts due under any Lease. We will not be responsible to you for any consequential or incidental damages. Our delay or failure to enforce our rights with respect to any Lease will not prevent us from doing so at a later time.

6. Section 13 is hereby amended to read as follows:

13. CHOICE OF LAW; JURISDICTION; NON-JURY TRIAL: This Agreement and each Schedule hereunder will be governed by the laws of the state in which you are located. TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW, YOU EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

7. Section 16 is hereby amended to read as follows:

16. REPRESENTATIONS; WARRANTIES; COVENANTS: You represent and warrant that all customer information, including your legal name, provided in this Agreement and in each Schedule is true, accurate and complete. The Equipment will not be used for personal, family or household purposes. The Equipment shall not be used in a "trade or business" of any other person or entity, and no part of the proceeds of any Lease or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant and covenant, and shall be deemed to have separately certified as of the commencement date of each Lease, that: (i) you are a state, or a political subdivision thereof, within the meaning of Section 103 of the Code and the related regulations and rulings thereunder, and have a substantial amount of at least one of the following powers: (a) taxing power, (b) police power, or (c) power of eminent domain; (ii) you have the authority to enter into the Lease and are not in MATERIAL contravention of any state, county, district, city or town statute, charter, ordinance, resolution, rule, regulation or other governmental provision; (iii) you shall, with respect to each Lease, complete and file on a timely basis Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (iv) your payments under the Lease are not directly or indirectly guaranteed (in whole or in part) by the United States or any agency or instrumentality thereof. You agree that you will take no action that would cause the interest portion of the Lease payments to be included in our gross income for federal income tax purposes under the Code, and you will take all actions that are permitted by law to ensure that the interest portion of the Lease payments is not included in our gross income, including, without limitation, the calculation and payment of any rebate required under Section 148(f) of the Code. Upon a determination that the interest component of any Lease payment is includible for federal income tax purposes in our gross income due to any action or failure to take any action on your part, or any misrepresentation or breach of any warranty or covenant by you in connection with the Lease, you agree to pay promptly after any such determination of taxability and on each Lease payment date thereafter to us an additional amount determined by us to compensate us for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

7. Section 17 is hereby amended to read as follows:

17. CONTINUATION OF LEASE TERM: You shall not enter into any Lease unless you, at the time, reasonably believe that, after taking into account the terms thereof, funds

shall be obtainable through your governmental budgetary and appropriations processes in an amount sufficient to make all Lease payments during the Lease term. ~~You hereby agree to direct your finance or budget officer to make provisions to the extent necessary for the Lease payments due under each Lease in each budget submitted for the purpose of obtaining funding.~~ It is your current intent to make the Lease payments for the full Lease term if funds are legally available therefor and in that regard you represent that (a) each Lease is being entered into for the purpose of providing the Equipment to you, and the use of the Equipment is essential to your proper, efficient and economic functioning or to the services you provide to your citizens; (b) you have an immediate need for and expect to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by you only for the purpose of performing one or more of your governmental or proprietary functions consistent with the permissible scope of your authority.

8. A new Section 21, Conflict of Interest, E-verify is hereby added to the Original Agreement to read as follows:

21. Conflict of Interest; E-verify. To the extent applicable by provision of law, this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated hererin and which provides that the City may within three (3) years after its execution cancel any contract (including this Agreement without penalty of further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received ay all other parties to the contract unless the notice specifies a later time. No basis exists for the City to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

As required ty the provisions of Section 41-4401, Arizona Revised Statutes, Lessor warrants Lessor's compliance with all federal and State immigration laws and regulations that relate to Lessor's employees, as well as subcontractors of Lessor of any tier relating to this Agreement, and their compliance with Section 23-214(A), Arizona Revised Statutes. Lessee reserves the right to inspect the records of Lessor and any contractor's or subcontractor's employee of any tier who performed work pursuant to this Agreement to ensure compliance with the warranty set forth herein. Lessor acknowledges that a breach of this warranty or failure to provide Lessee access to such records shall be deemed a material breach of this Agreement that is subject to termination of this Agreement.

9. A new Section 22, Conflicting Terms, is hereby added to the Original Agreement to read as follows:

22. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Original Agreement, this Addendum shall govern.

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

“Lessor”

NETAPP, INC., a Delaware corporation
d/b/a NetApp Capital Solutions

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2015, before me personally appeared _____
_____, the _____ of NETAPP, INC., a Delaware
corporation d/b/a NETAPP CAPITAL SOLUTIONS, whose identity was proven to me on the
basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that
he/she signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Lessee”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

Lease/ Purchase Agreement (State and Municipal)

FAX TO 303-381-4291 • Page 1 of 2

Contract Number: 719283TELP Dated: December 8, 2015

The words **YOU** and **YOUR** refer to the Lessee. The words **WE, US** and **OUR** refer to the Lessor, NetApp, Inc. dba NetApp Capital Solutions

Customer & Billing Contact Information

Lessee Full Legal Name City of Avondale, AZ		Billing Contact Phone No. 623-333-2000		Federal Tax ID # 86-60000233	Organization ID # (if any)	State of Organization Arizona
Billing Contact Person Rosa Santa Cruz	Address 11465 W Civic Center Dr	City Avondale	State AZ	Zip 85323		

Lease/Purchase Agreement

The terms of this Lease/Purchase Agreement ("Agreement") are terms which will be incorporated into, and constitute a part of, one or more Lease Schedules (each a "Schedule") between us and you. Each Schedule will constitute a separate, assignable Lease. When the term "Lease" is used in this Agreement, it will mean each Schedule individually, together with the terms of this Agreement. Each Lease is a complete and exclusive statement of our agreement concerning such Lease. In connection with each Schedule you shall deliver to us (i) a legal opinion from counsel acceptable to us in substantially the form of Exhibit B to the sample Schedule attached to this Agreement; (ii) an authorizing resolution in substantially the form of Exhibit C to the sample Schedule attached to this Agreement; (iii) a copy of the executed Internal Revenue Service ("IRS") form 8038-G or 8038-GC, as appropriate, as filed, or to be filed, with the IRS; and (iv) any other documentation that may be required by us with respect to the Lease, including but not limited to lien perfection filings, proof of insurance, satisfactory evidence of the actions of your governing body in compliance with all applicable laws (including, without limitation, public notice and bidding laws), and the due authorization and incumbency of officials acting on your behalf.

Terms/Conditions

IMPORTANT: YOU ACKNOWLEDGE THAT WE ARE PAYING THE SUPPLIER ON YOUR BEHALF OR REIMBURSING YOU FOR PAYMENT TO THE SUPPLIER. NEITHER THE SUPPLIER NOR ANY SALESPERSON IS OUR AGENT. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THIS AGREEMENT. THEIR STATEMENTS WILL NOT AFFECT YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

1. LEASE AGREEMENT; PAYMENTS: We agree to lease to you and you agree to lease from us the equipment identified in a Schedule, together with all replacements, parts, attachments, accessories and substitutions therefor ("Equipment") for the Lease term set forth in the Schedule. Subject to Section 15 hereof, you promise to pay us the Lease payments according to the terms of the Payment Schedule shown on or attached to each Schedule hereto, plus all other charges required under this Agreement.

2. GENERAL TERMS; PAYMENT ADJUSTMENTS; EFFECTIVENESS: You agree to all the terms and conditions on page 1 and 2 of this Agreement and on each Schedule. This Agreement and each Schedule is a complete and exclusive statement of our agreement. If the cost of the Equipment varies from the estimate you or your supplier have provided to us, you agree that we may adjust the Lease payment accordingly upward or downward up to 10%. You acknowledge receipt of a copy of this Agreement and each Schedule and acknowledge that you have selected the Equipment and reviewed the supply contract under which you will obtain the Equipment. **NO LEASE IS BINDING ON US AND NO LEASE WILL COMMENCE UNTIL WE ACCEPT IT IN OUR OFFICES.** You authorize us to insert or correct missing information on this Agreement and on each Schedule, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment. You agree that any purchase order issued to us covering the Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms of any Lease. You agree to provide us your financial statements annually, when available, within 10 days after such financial statements become available. Nothing in this Agreement nor any Schedule shall be construed to mean that you must pay any sum which exceeds that which may lawfully be charged, and if there is such excess sum, it shall be applied to reduce the lawful amounts payable by you, and any excess shall be returned to you.

3. LATE CHARGES; OTHER CHARGES: The due date for your payments will be identified on the Payment Schedule. To the extent permitted by applicable law, whenever any portion of a Lease payment or other amount due hereunder is received by us later than the date when due, you shall pay additional interest on such unpaid amount accruing from its due date at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. You also agree to pay \$25 for each returned check.

4. EQUIPMENT OWNERSHIP: Title to the Equipment under a Lease is deemed to be yours so long as no default pursuant to Section 12 below has occurred and/or the Lease has not been terminated pursuant to the provisions of Section 15 below. At the instant a Lease is terminated in accordance with Section 15 below, or upon the occurrence of a default by you pursuant to Section 12 below, title to the Equipment subject to such Lease shall revert to us free of any right, title or interest of yours unless we elect otherwise. The Equipment shall

always remain personal property even though the Equipment may become attached or affixed to real property. To secure your obligations under each Lease, to the extent permitted by law, you hereby grant us a security interest in the Equipment. We are authorized to file UCC financing statements evidencing this security interest. Provided that no event of default has occurred and is then continuing, you may, upon thirty (30) days prior written notice to us, prepay your remaining obligations under a Lease by paying us all, but not less than all, of the remaining Lease payments discounted to present value at the lower of 1% or the Interest Rate set forth in the Payment Schedule. Whereupon title to the Equipment subject to the Lease shall become vested in you without the conditions set forth above.

5. NO WARRANTIES: WE ARE LEASING THE EQUIPMENT TO YOU "AS IS," WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP. WE ARE NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR FAILURES IN OPERATION. We assign to you for the term of the applicable Lease any transferable manufacturer or supplier warranties. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of the Equipment, you will have no set-offs or counter-claims against us.

6. MAINTENANCE; USE; INSTALLATION: You are responsible for installation and maintenance of, and for any damage to, the Equipment. You must service, repair and maintain the Equipment at your expense in the same condition as when received, ordinary wear and tear excepted, in compliance with all applicable laws and regulations, and in compliance with all insurance policies and all manuals, orders, recommendations and instructions issued by the manufacturer or vendor. You shall permit the Equipment to be used by qualified personnel solely for the purpose for which it was designed. You will make no alterations or modifications to the Equipment without our prior written consent. If the Equipment malfunctions, is damaged, lost or stolen, you agree to continue to make all payments due under the Lease.

7. EQUIPMENT LOCATION: You will keep the Equipment only at the address shown on the applicable Schedule and you will not move it from that address unless you get our prior written consent.

8. INSURANCE; CASUALTY: Until each Schedule is paid in full or the Equipment has been returned to us, you will: (a) keep the Equipment on such Schedule insured under all risk property insurance policies naming us and our assigns as loss payees for the greater of the Purchase Price (defined below) or its full replacement value against all types of loss, including theft; and, (b) provide and maintain comprehensive general public liability insurance naming us and our assigns as additional insureds. All policies and insurers shall be acceptable to us and the insurer(s) must agree to provide us at least 30 days prior written notice of any material change, cancellation or non-renewal of coverage. If you do not provide us with acceptable evidence of insurance, we may, but will have no obligation to, obtain insurance and add a charge to your monthly payment which will include the insurance premium charged by our insurance provider, our then prevailing insurance administration fee, if any, together with interest on such amounts at the overdue rate provided in Section 12. If any Equipment is damaged, you shall immediately repair the damage at your expense. If any Equipment is lost, stolen or damaged beyond repair, you shall, at our option, (a) replace the same with like equipment in a condition acceptable to us and convey, to the extent permitted by law, a security interest in such equipment to us (such equipment will become Equipment subject to the Lease), or (b) pay us the Purchase Price. For purposes of this Agreement, "Purchase Price" means, the sum of (i) all amounts which are currently due to us under the Lease, but are unpaid, plus (ii) the present value of the sum of all amounts to become due during the Lease term, discounted at a discount rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) for the week ending immediately prior to your acceptance of such Schedule (or if no longer published, a rate reasonably determined by us). Upon our receipt of the Purchase Price following the loss or destruction of any Equipment, you shall be entitled to whatever interest we have in such Equipment, in its then condition and location, without warranties of any kind.

9. LIABILITY: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and agree, to the extent permitted by law, to indemnify, defend and hold us, our employees and agents, harmless, to the extent permitted by law, from and against: (a) any and all liabilities, losses, damages, claims and expenses (including attorneys' fees and legal costs) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, licensing, titling, registration, leasing, possession, operation, use, return or other disposition of the Equipment, including, but not limited to, any liabilities that may arise from patent or latent defects in the Equipment, and any claims based on strict tort liability, (b) any and all loss or damage of or to the Equipment, and (c) any liability to the manufacturer or supplier arising under any purchase orders issued by or assigned to us.

10. LIENS AND TAXES: You shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease or any Schedule. It is expected that the Equipment will be exempt from taxation, nevertheless, you shall pay, when due, all assessments, charges and taxes (federal, state and local) that may now or hereafter be

(Continued on Page 2)

Continued From Page 1

imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by our net income ("Charges"). If you fail to pay any Charges when due, we shall have the right, but shall not be obligated, to pay the Charges. If we pay any Charges for which you are responsible or liable under a Schedule, you shall, upon demand, reimburse us therefor.

11. ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT, THIS AGREEMENT OR ANY SCHEDULE. We may sell, assign or transfer all or any part of this Agreement, any Schedule, and/or our interest in the Equipment. The new owner will have the same rights that we have, but you agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us or any supplier. You hereby appoint us, or our designee, as your agent to maintain a book registry of the owner of payments due under each Lease, and to keep, or cause to be kept, a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations from time to time promulgated thereunder. You agree to acknowledge, in writing, any assignments if so requested, and to make payments directly to the new owner if and when directed.

12. DEFAULT; DAMAGES: If you, or any guarantor of your obligations: (a) fail to make any Lease payment within 10 days of when due, or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, or (c) terminate your existence by merger, consolidation, sale of substantially all your assets, or (d) default under any other agreement you have with us or our affiliates, or (e) otherwise breach any warranty, covenant or provision of this Agreement or any Schedule, you will be in default. If you are in default we may, but shall not be obligated to, do any or all of the following: (i) declare immediately due and payable such portion of the Purchase Price and all unpaid amounts due under all Leases under this Agreement which are scheduled to be paid during the fiscal period of yours for which funds have been appropriated by you, (ii) require you to immediately return all Equipment to us at your expense, (iii) with or without notice, demand or legal process, re-take possession of the Equipment (and you authorize us to enter upon the premises wherever the Equipment may be found), (iv) sell, hold, use, lease or otherwise dispose of the Equipment, (v) immediately terminate this Agreement and all Schedules, (vi) apply any security deposit to reduce amounts due to us hereunder, and/or (vii) exercise any other remedies available to us under applicable law. You agree to pay our actual attorneys' fees, plus all actual costs of collection and any Equipment repossession. If we dispose of the Equipment, we will apply the net proceeds of such disposition to reduce the Purchase Price and other amounts due under the Lease. You shall remain responsible for the payment of any deficiency, subject to the limitation set forth in (i) above. If the net proceeds we recover related to such Schedule following a default is more than the Purchase Price and other outstanding amounts due under the Lease, we will give you the excess. You waive any notice of our repossession or disposition of the Equipment. By repossessing any Equipment, we do not waive our right to collect any amounts due under any Lease. We will not be responsible to you for any consequential or incidental damages. Our delay or failure to enforce our rights with respect to any Lease will not prevent us from doing so at a later time.

13. CHOICE OF LAW; JURISDICTION; NON-JURY TRIAL: This Agreement and each Schedule hereunder will be governed by the laws of the state in which you are located. YOU EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. UNCONDITIONAL OBLIGATION; AMENDMENTS: SUBJECT TO SECTION 15, YOUR OBLIGATION TO PAY ALL AMOUNTS UNDER EACH LEASE IS ABSOLUTE AND UNCONDITIONAL. NO LEASE MAY BE AMENDED EXCEPT BY A WRITING WHICH WE HAVE SIGNED.

15. TERMINATION; EQUIPMENT RETURN: In the event no funds or insufficient funds are appropriated and budgeted to pay any amounts due under a Lease, then the Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to you of any kind, except as to (i) any payments herein agreed upon for which funds shall have been appropriated and budgeted, (ii) your other obligations and liabilities under the Lease relating to, accruing or arising prior to termination, and (iii) your obligations to return the Equipment as provided in this Section. In the event of a Lease termination in accordance with this Section 15, you will immediately crate, insure and ship all, but not less than all, of the Equipment subject to such Lease, in good working condition, to us at a location and by means we designate, with all expenses to be prepaid by you. You must give us 60 days prior written notice of your intent to return the Equipment under this Section. You must disassemble and pack the Equipment for shipment in a manner authorized by the manufacturer or its representative and provide for its reassembly at the return location in the condition required the Lease, at your expense. If you fail to return all of the Equipment under any Lease to us as agreed, you shall pay to us the regular Lease payments each month until all of the Equipment is returned. If the Equipment is damaged when received by us or otherwise not in the condition required upon return to us, you agree to pay for all costs of repair or restoration. You will also be responsible for any damage to the Equipment which

occurs during shipping. You agree to notify us in writing of any failure to appropriate sufficient funds for a Lease not less than sixty (60) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of any Lease.

16. REPRESENTATIONS; WARRANTIES; COVENANTS: You represent and warrant that all customer information, including your legal name, provided in this Agreement and in each Schedule is true, accurate and complete. The Equipment will not be used for personal, family or household purposes. The Equipment shall not be used in a "trade or business" of any other person or entity, and no part of the proceeds of any Lease or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant and covenant, and shall be deemed to have separately certified as of the commencement date of each Lease, that: (i) you are a state, or a political subdivision thereof, within the meaning of Section 103 of the Code and the related regulations and rulings thereunder, and have a substantial amount of at least one of the following powers: (a) taxing power, (b) police power, or (c) power of eminent domain; (ii) you have the authority to enter into the Lease and are not in contravention of any state, county, district, city or town statute, charter, ordinance, resolution, rule, regulation or other governmental provision; (iii) you shall, with respect to each Lease, complete and file on a timely basis Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (iv) your payments under the Lease are not directly or indirectly guaranteed (in whole or in part) by the United States or any agency or instrumentality thereof. You agree that you will take no action that would cause the interest portion of the Lease payments to be included in our gross income for federal income tax purposes under the Code, and you will take all actions that are permitted by law to ensure that the interest portion of the Lease payments is not included in our gross income, including, without limitation, the calculation and payment of any rebate required under Section 148(f) of the Code. Upon a determination that the interest component of any Lease payment is includible for federal income tax purposes in our gross income due to any action or failure to take any action on your part, or any misrepresentation or breach of any warranty or covenant by you in connection with the Lease, you agree to pay promptly after any such determination of taxability and on each Lease payment date thereafter to us an additional amount determined by us to compensate us for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

17. CONTINUATION OF LEASE TERM: You shall not enter into any Lease unless you, at the time, reasonably believe that, after taking into account the terms thereof, funds shall be obtainable through your governmental budgetary and appropriations processes in an amount sufficient to make all Lease payments during the Lease term. You hereby agree to direct your finance or budget officer to make provisions to the extent necessary for the Lease payments due under each Lease in each budget submitted for the purpose of obtaining funding. It is your current intent to make the Lease payments for the full Lease term if funds are legally available therefor and in that regard you represent that (a) each Lease is being entered into for the purpose of providing the Equipment to you, and the use of the Equipment is essential to your proper, efficient and economic functioning or to the services you provide to your citizens; (b) you have an immediate need for and expect to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by you only for the purpose of performing one or more of your governmental or proprietary functions consistent with the permissible scope of your authority.

18. FAX: The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. You agree that the fax document will be admissible in any legal action. To the extent this Agreement or any Schedule constitutes chattel paper under the UCC, a security interest in this Agreement or any Schedule may be perfected through the transfer and possession only of a copy of this Agreement or such Schedule manually executed by us and you and bearing the legend "Original." We have no duty to verify or inquire as to the validity, execution, signer's authority or any other matter concerning the propriety of any fax.

19. MISCELLANEOUS: If any provision of any Lease is unenforceable, invalid or illegal, the remaining provisions will continue to be effective. You must bring any action against us relating to any Lease within one year after the basis for the claim first arises, and in any event not later than one year following termination of such Lease. Time is of the essence with respect to the payment and performance of all of your obligations under any Lease.

20. MERGER: THE ABOVE TERMS AND CONDITIONS REPRESENT AND MERGE ALL OF THE TERMS AND CONDITIONS INTO THIS AGREEMENT. THIS AGREEMENT AND EACH SCHEDULE CANNOT BE MODIFIED OR ALTERED UNLESS IT IS IN WRITING AND SIGNED BY ONE OF OUR OFFICERS.

Authorized Signer: 	Lessee Full Legal Name City of Avondale, AZ	
	Title (Indicate President, Partner, Proprietor, etc.)	Contract Number 719283TELP
Accepted by: NetApp, Inc., dba NetApp Capital Solutions, Lessor		
Signed By: 	Date	

Lease/Purchase Agreement Lease Schedule

303.381.4291 • FAX TO

Lease/Purchase Agreement Contract Number: 719283TELP
Lease Schedule Number: 01 Dated: December 8, 2015

The words **YOU** and **YOUR** refer to the Lessee. The words **WE, US** and **OUR** refer to the Lessor, [NetApp, Inc. dba NetApp Capital Solutions](#)

Lease/Purchase Agreement

The terms of the above Lease/Purchase Agreement ("Agreement") are incorporated into and made a part of this Lease Schedule ("Schedule") as if set forth in full. This Schedule, and every other Schedule that incorporates terms from the Agreement, are separate, assignable leases. If there is any inconsistency between the terms of this Schedule and those of the Agreement, then this Schedule will control.

Customer & Billing Contact Information

Lessee Full Legal Name City of Avondale, AZ				
Billing Contact Person Rosa Santa Cruz	Billing Contact Phone No. 623-333-2011	Federal Tax ID # 86-6000233	Organization ID # (if any)	State of Organization Arizona
Billing Address 11465 W Civic Center Dr	City Avondale	County Maricopa	State AZ	Zip 85323
Equipment Location Address 11465 W Civic Center Dr	City Avondale	County Maricopa	State AZ	Zip 85323

Complete Equipment Location only if different from billing address

Equipment Description (continue on Exhibit D if necessary)

Quantity	Manufacturer	Model Number	Description	Serial Number
	See Exhibit D			

Term / Payment Schedule

The Lease Term for this Schedule is set forth on Exhibit A hereto, and you agree, subject to Section 15 of the Agreement, to pay us the Lease payments on the Lease Payment Dates specified in Exhibit A hereto.

Lessee Authorized Signature

Authorized Signer X	Date	Printed Name
	Title	Indicate President, Partner, Proprietor, etc.

Accepted by [NetApp, Inc. dba NetApp Capital Solutions](#)

Signed By: X	Acceptance Date
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Contract Number: 719283TELP-01

This schedule is attached to and becomes part of the Lease Schedule and UCC filing documents dated December 8, 2015 between the undersigned.

Equipment Description

Quantity	Model Number	Description
1	SW-2-CL-BASE	SW-2,Base,CL,Node
2	FAS8040A-001-R6	FAS8040 High Availability System
2	SW-2-8040A-PREMBNDL-C	SW-2,Premium BNDL,8040A,-C
1	X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C
22	X6536-R6-C	Cable,Cntlr-Shelf/Switch,5m,LC/LC,Op,-C
4	X6559-R6-C	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,5m,-C
3	X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C
2	X1117A-EN-R6-C	NICII 2-Port Bare Cage SFP+ 10GbE PCIe,EN,-C
2	X1143A-R6-C	ADPT 2-Pt UTA2,10GbE,16Gb FC BareCage SFP+,-C
16	X6599A-R6-C	SFP+ Optical 10Gb Shortwave,FAS80X0,-C
1	X5515A-R6-C	Rackmount Kit,4N2,DS14-Middle,-C,R6
1	X5526A-R6-C	Rackmount Kit,4-Post,Universal,-C,R6
4	X6569-R6-C	SFP+ for X1117A,Optical,10GbE,R6,-C
4	X6600A-R6-C	SFP+ Optical,UTA,10GbE Shortwave,-C
1	DS2246-SL048-24A-0P-R6-C	SSD SHLF,24x200GB,0P,-C
48	OS-ONTAP-CAP3-0P-C	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,0P,-C
1	DOC-80XX-C	Documents,80xx,-C
2	X1973A-R6-C	Flash Cache 512GB PCIe Module 2,-C
4	X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C
100	SW-INSIGHT-PERFORM-TB	SW,Insight Perform,TB License
100	SW-INSIGHT-DISCOVER-TB	SW,Insight Discover,TB License
100	SW-SSP-INSIGHT-DISCOVER	SW,Support,Insight Discover
100	SW-SSP-INSIGHT-PERFORM	SW,Support,Insight Perform
12	X306A-R5	Disk Drive,2.0TB 7.2k,DS424x,2554/2240-4
4	X800E-R6	Power Cable North America,R6
180	ED-TU-1-ZA	Training Units,1,ZA,Exp.1yr from invoice date
1	NETAPP-USER-CONF-TIX-USA	NetApp Insight User Conf Ticket USA 2016
1	CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA
2	FAS2554A-001-R6	FAS2554 High Availability System
2	SW-2-2554A-PREMBNDL-C	SW-2,Premium BNDL,2554A,-C
1	FAS2554-307-R6-C	FAS2554,12x2TB,7.2K,-C
1	DOC-2554-C	Documents,2554,-C
2	X6557-EN-R6-C	Cbl,SAS Cntlr-Shelf/Shelf-Shelf/HA,0.5m,EN,-C
1	X6560-R6-C	Cable,Ethernet,0.5m RJ45 CAT6,-C
1	X5526A-R6-C	Rackmount Kit,4-Post,Universal,-C,R6

4	X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C
240	OS-ONTAP-CAP1-1P-C	OS Enable,Per-0.1TB,ONTAP,Cap-Stor,1P,-C
4	X6536-R6	Cable,Cntlr-Shelf/Switch,5m,LC/LC,Op
2	X6566B-05-R6	Cable,Direct Attach CU SFP+ 10G,0.5M
4	X6589-R6-C	SFP+ Optical 10Gb Shortwave,-C
1	CS-O2-4HR	SupportEdge Premium 4hr Onsite
1	SW-2-CL-BASE	SW-2,Base,CL,Node
1	X897A-R6	DS4246,Kit,FAS2240-4,FAS2554,R6
4	X800E-R6	Power Cable North America,R6
54,780.00	PS-SOW-SOL-MIGRATE	Data Migration Consulting,Custom
15,000.00	PS-SOW-SOL-MIGRATE-CMR	CMODE Ready Custom
		Freight
		AZ Sales Tax

Equipment Location

Equipment Location	Address	City	County	State	Zip
11465 W Civic Center Dr,	Avondale, AZ	85323			

Authorization

This schedule is hereby verified correct and the undersigned parties acknowledge receipt of a copy.			
Lessee City of Avondale, AZ	Authorized Signer X	Lessor: NetApp, Inc. dba NetApp Capital Solutions	Authorized Signer X
Print name		Print Name	
Title	Indicate President, Partner, Proprietor, etc.	Title	

**EXHIBIT A
PAYMENT SCHEDULE**

to: Lease Schedule No. 01 dated as of December 8, 2015
to: Lease/Purchase Agreement No. 719283TELP dated as of December 8, 2015
between: NetApp, Inc. dba NetApp Capital Solutions (together with its successors and assigns, ("Lessor")
located at: 495 E Java Dr, Sunnyvale, CA 94089
and: City of Avondale, AZ ("Lessee")
located at: 11465 W Civic Center Dr, Avondale, AZ 85323

Lease Term: 5 Annual Payments in Advance

Interest Rate: 0.00%*

Commencement Date: Date of funding, as confirmed by notice from Lessor to Lessee

See Lease and Amortization Schedule attached hereto and made a part hereof.

<p>* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$338,325.54 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 4.75%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 16 (iv) OF THE AGREEMENT SHALL INCLUDE OID.</p>
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Lessee Authorized Signature

Authorized Signer X	Date	Printed Name
	Title	

City of Avondale, AZ

LEASE PAYMENT AND AMORTIZATION SCHEDULES

Lease Payment No.	Lease Payment Date	Lease Amount	Lease Payment Amount	Amount Credited to Interest	Amount Credited to Principal	Unpaid Balance
Commencement Date	01/01/16	380,035.62				380,035.62
*OID	01/01/16	-41,710.08				338,325.54
	01/01/16		34,000.00	0.00	34,000.00	304,325.54
	01/01/17		46,000.00	14,774.36	31,225.64	273,099.90
	01/01/18		100,011.87	13,258.42	86,753.45	186,346.45
	01/01/19		100,011.87	9,046.73	90,965.14	95,381.31
	01/01/20		100,011.87	4,630.56	95,381.31	0.00
Grand Totals		338,325.54	380,035.61	41,710.07	338,325.54	

*ORIGINAL ISSUE DISCOUNT

* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR. IS **\$338,325.54** AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS ORIGINAL ISSUE DISCOUNT (“OID”), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS **4.75%**. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO “INTEREST” IN SECTION 16 (iv) OF THE AGREEMENT SHALL INCLUDE OID.

EQUIPMENT ACCEPTANCE CERTIFICATE

to: Lease Schedule No. 01 dated as of December 8, 2015
to: Lease/Purchase Agreement No 719283TELP dated as of December 8, 2015
between: NetApp, Inc. d/b/a NetApp Capital Solutions (together with its successors and assigns, ("Lessor")
located at: 495 E Java Dr, Sunnyvale, CA 94089
and: City of Avondale, AZ
located at: 11465 W Civic Center Dr, Avondale, AZ 85323

EQUIPMENT DESCRIPTION ON EXHIBIT D

THIS SCHEDULE WILL NOT BE BINDING ON US UNTIL ACCEPTED IN OUR OFFICES. The undersigned hereby certifies that all Equipment described in this Schedule has been delivered to and has been received by you, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by you and is in good operating order and condition and is in all respects satisfactory to you, and the Equipment is accepted by you for all purposes under the Agreement and this Schedule. You acknowledge that we have no responsibility as to the satisfactory performance or maintenance of the Equipment. The "Acceptance Date" is the date on which we accept this Lease as shown below.

Authorized Signer X	Date	Printed Name
	Title	Indicate President, Partner, Proprietor, etc.